ANKENY CITY COUNCIL

Regular Meeting

Monday, March 7, 2022
5:30 PM
Ankeny Kirkendall Public Library - City Council Chambers

1250 SW District Drive, Ankeny, Iowa

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro-Tem

Council Members: Jeff Perry, Joe Ruddy, Kerry Walter-Ashby, Kelly Whiting

---

All City Council meetings are open to the public. Assistive Listening Devices (ALD) are available for persons with impaired hearing. To request information in an alternative format or request an accommodation to participate in a City Council meeting, contact the Office of the City Clerk at 965-6405.
Anyone seeking assistance in communicating with the City should contact Relay Iowa at 1-800-735-2942 (TDY), or 1-800-735-2943 (Voice).

ELECTRONIC MEETING INFORMATION

https://zoom.us/j/97312992966?pwd=OEFocWZGS0NYUmtnVHNxcWZFak9Pdz09

Meeting ID: 973 1299 2966
Passcode: 1234

Dial in: +1 312 626 6799; Meeting ID: 973 1299 2966; Passcode: 1234

PROCEDURAL ACTIONS:

CALL TO ORDER:	Mark Holm, Mayor
ROLL CALL:	Denise Hoy, City Clerk
PLEDGE OF ALLEGIANCE:	Mark Holm, Mayor

CEREMONY: none

A. PUBLIC FORUM: none

B. APPROVAL OF AGENDA:

1. Approval of the March 7, 2022 Agenda:

Action# B1-1. Consider motion to approve and accept the March 7, 2022 agenda, with/without amendment.

C. PUBLIC HEARING(S):

1. PH 2022-20 Proposed Ordinance creating and defining Entertainment Districts within the City of Ankeny, Iowa.

Action# C1-1. Consider action to close Public Hearing 2022-20.

2. PH 2022-21 A proposal to vacate a Public Utility Easement associated with Lot 1, The District at Prairie Trail Plat 11.

Action# C2-1. Consider motion to close Public Hearing 2022-21.

3. PH 2022-22 Proposed SE Delaware Avenue HMA Widening

Action# C3-1. Consider motion to close Public Hearing 2022-22.

4. PH 2022-23 Proposed 2022 PCC Pavement Preservation Program - SW State Street (Northbound Lanes)

Action# C4-1. Consider motion to close Public Hearing 2022-23.

5. PH 2022-24 Proposed N Ankeny Boulevard Fiber Optic Upgrade from 1st Street to 18th Street

Action# C5-1. Consider motion to close Public Hearing 2022-24.

6. PH 2022-25 Proposed 2022 PCC Reconstruction Program - SE Peachtree Drive

Action# C6-1. Consider motion to close Public Hearing 2022-25.

7. PH 2022-26 Proposed NE Four Mile Drive RCB - Deer Creek

Action# C7-1. Consider motion to close Public Hearing 2022-26.

8. PH 2022-27 Proposed Maximum Property Tax Dollars for Fiscal Year July 1, 2022 - June 30, 2023

Action# C8-1. Consider motion to close Public Hearing 2022-27.

D. REPORTS OF ADVISORY BOARDS AND COMMISSION: none

E. APPROVAL OF CONSENT AGENDA:

- **Minutes**

CA - 1 Approval of official council actions of the regular meeting of February 21, 2022, as published, subject to correction, as recommended by the City Clerk.

CA - 2 Receive and file minutes of the Plan and Zoning Commission meeting of February 8, 2022.

CA - 3 Receive and file minutes of the Library Board of Trustee meeting of January 20, 2022.

CA - 4 Receive and file minutes of the Human Rights Commission meetings of February 24, 2022

- **Licenses and Permits**

CA - 5 Consider motion to approve the issuance of liquor license(s) and/or beer / wine permit(s) in the City of Ankeny.

- **Finance/Budget**

CA - 6 Consider motion to approve Amendment No. 4 to the Professional Services Agreement increasing the contract amount by $452,600.00 with Foth Infrastructure and Environment, LLC for 2022 construction engineering services on the West First Street Widening and Improvements - Phase 1 project.

CA - 7 Consider motion to approve Amendment No. 2 to the Professional Services Agreement increasing the contract amount by $383,500.00 with Fox Engineering, for construction services on the ASR #3 project.

CA - 8 Consider motion to approve Amendment No. 2 to the Professional Services Agreement increasing the contract amount by $166,120.00 with JEO Consulting Group for construction engineering services on the SE 3rd Street Utility Improvements - Phase 1 project.

CA - 9 Consider motion to approve Amendment No. 3 to the Professional Services Agreement increasing the contract amount by $112,645.00 with Kirkham Michael & Associates, Inc., for construction engineering services on the NE Four Mile Drive RCB Culvert for Deer Creek project.

CA - 10 Consider motion to approve Amendment No. 3 to the Professional Services Agreement increasing the contract amount by $9,500.00 with MSA Professional Services, Inc. for design and bidding engineering services on the NW 36th Street and NW Weigel Drive Water Main project.

CA - 11 Consider motion to approve Change Order #1 decreasing the contract amount by $3,008.00 to Precision Underground Utilities, LLC for construction services on the Fiber Optic Connection to Ankeny Senior Center.

CA - 12 Consider motion to approve Amendment No. 3 to the Professional Services Agreement with Snyder & Associates, Inc., for construction services on the second phase of improvements for the SE Crosswinds Drive - RISE Project in an amount not to exceed $228,650.00 and authorize the Mayor to execute said Agreement.

CA - 13 Consider motion to approve Payment #17 in the amount of $14,570.81 to Graphite Construction Group, Inc. for construction services on the Ankeny Senior Community Center.

CA - 14 Consider motion to approve Payment #8 in the amount of $41,650.56 to HR Green, Inc. for engineering services on the NE 36th Street Reconstruction Project, I-35 to NE Four Mile Drive.

CA - 15 Consider motion to approve Payment #10 in the amount of $3,540.00 to JEO Consulting Group, Inc., for engineering services on the SE 3rd Street

Improvements - Phase 1 project.

CA - 16 Consider motion to approve Payment #7 in the amount of $24,167.88 to JEO Consulting Group, Inc., for engineering services on the SE Delaware Avenue HMA Widening project.

CA - 17 Consider motion to approve Payment #7 in the amount of $324,033.13 to McAninch Corporation, for construction services on the Irvinedale Drive Water Main Improvements - Phase 3 project.

CA - 18 Consider motion to approve Payment #1 in the amount of $47,645.35 to Precision Underground Utilties, LLC, for construction services on the Fiber Optic Connection to Ankeny Senior Center project.

CA - 19 Consider motion to approve Payment #21 in the amount of $2,275.40 to Shive Hattery for design\development services on the Ankeny Senior Community Center.

CA - 20 Consider motion to approve Payment #12 in the amount of $14,679.78 to Snyder & Associates, Inc., for engineering services on the HTT Transmission Main and Drainage Improvements project.

CA - 21 Consider motion to approve Payment #15 in the amount of $1,255.50 to Snyder & Associates, Inc., for engineering services on the NW Northlawn Area Utility Improvements project.

CA - 22 Consider motion to approve Payment #19 in the amount of $13,664.68 to Snyder & Associates, Inc., for engineering services on the High Trestle Trail Ext Magazine Rd to Oralabor Rd project.

CA - 23 Consider motion to approve Payment #22 in the amount of $6,470.00 to Snyder & Associates, Inc., for engineering services on the SE Delaware Ave and SE 8th St Widening and Traffic Signalization project.

CA - 24 Consider motion to approve Payment #11 in the amount of $4,773.62 to Snyder & Associates, Inc., for engineering services on the NW 36th St and NW State St Interim Improvements project.

CA - 25 Consider motion to approve Payment #15 in the amount of $14,364.98 to Snyder & Associates, Inc., for engineering services on the NW 36th St Widening - NW Ash Dr to N Ankeny Blvd project.

CA - 26 Consider motion to approve Payment #15 in the amount of $4,194.00 to Snyder & Associates, Inc., for engineering services on the N Ankeny Blvd Landscape Improvements project.

CA - 27 Consider motion to approve Payment #7 in the amount of $15,226.25 to Snyder & Associates, Inc., for engineering services on the NE Delaware Ave Recon - NE 5th St to NE 18th St project.

CA - 28 Consider motion to approve the March 7, 2022 Accounts Payable. (Finance Committee: K. Whiting, Chp, B. Bentz, J. Perry)

- **Personnel Items - none**

- **Community Development Items**

CA - 29 Consider motion to approve the 5th Amended Vintage Business Park at Prairie Trail Neighborhood Plan and rescind the previous plan approved September 20, 2021.

CA - 30 Consider motion to adopt **RESOLUTION** accepting final plat, platted easements, deed to street, and subdivision bond for seeding and erosion control for The District at Prairie Trail Plat 12

CA - 31 Consider motion to adopt **RESOLUTION** approving plans and specifications and

accepting contracts and performance and maintenance bonds for the construction of water main, sanitary sewer and storm sewer associated with development of The District at Prairie Trail Plat 12.

CA - 32 Consider motion to adopt **RESOLUTION** approving plans and specifications and accepting contracts and performance and maintenance bonds for the construction of street paving associated with The District at Prairie Trail Plat 12.

CA - 33 Consider motion to adopt **RESOLUTION** accepting the final plat for Forest Ridge Estates Plat 2, subject to applicable Polk County Subdivision Requirements in lieu of City of Ankeny Subdivision Regulations.

CA - 34 Consider motion to adopt **RESOLUTION** accepting final plat, warranty deed to streets, subdivision bonds for seeding and erosion control, performance and maintenance bonds for public improvements, and platted easements for Georgetown Plat 11.

CA - 35 Consider motion to adopt **RESOLUTION** approving plans and specifications, contracts, and performance and maintenance bonds for the construction of sanitary sewer in Georgetown Plat 11.

CA - 36 Consider motion to approve The Reserve at the Grove Preliminary Plat, and accept the public street name NW Savannah Drive and the private street name NW Olivia Lane.

- **Engineering Items**

CA - 37 Consider motion to adopt **RESOLUTION** authorizing the Mayor to sign a development agreement with DRA Properties LC, concerning the construction of a traffic signal at the intersection of SW State Street and SW 11th Street in the City of Ankeny, Iowa.

CA - 38 Consider motion to adopt a **RESOLUTION** approving documents for the acquisition of temporary construction easement for the NW 36th Street & NW State Street Interim Improvements in Ankeny, Iowa. (Northwest corner of NW 36th Street and NW State Street - Hy-Vee, Inc.)

CA - 39 Consider motion to adopt a **RESOLUTION** authorizing the execution of a Federal-Aid Agreement for Iowa's Clean Air Attainment Program (ICAAP) funding between the Iowa Department of Transportation (DOT) and the City of Ankeny, Iowa for the sharing of project costs for the proposed SW Oralabor Road and SW State Street Intersection Safety Improvements project.

CA - 40 Consider motion to adopt a **RESOLUTION** authorizing the execution of a Federal-Aid Agreement for Iowa's Transportation Alternatives Program (Iowa's TAP) funding between the Iowa Department of Transportation (DOT) and the City of Ankeny, Iowa for the sharing of project costs for the proposed Oralabor Gateway Trail - SW State Street Underpass project.

CA - 41 Consider motion to adopt a **RESOLUTION** approving plans and specifications and accepting contracts, performance and maintenance bonds for a traffic signal for the construction of SW State Street and SW 11th Street Intersection Improvements.

CA - 42 Consider motion to adopt a **RESOLUTION** approving plans and specifications and accepting contracts, performance and maintenance bonds for paving, storm sewer, and subgrade prep for the construction of SW State Street and SW 11th Street Intersection Improvements.

CA - 43 Consider motion to adopt a **RESOLUTION** approving documents for the acquisition of permanent easements and a temporary construction easement for the NE 36th Street Reconstruction Project: Interstate 35 to NE Four Mile Drive in Ankeny, Iowa. (north of NE 36th Street - Threshold Otter Creek, LLC)

- **Capital Improvement Projects - none**
- **Administrative Items**

CA - 44 Consider motion to adopt **RESOLUTION** approving construction contract and bond with WRH, Inc. of Amana, Iowa, in the amount of $2,989,800.00 for the Well #7 - ASR #3 - Bid Package 2 - Well Pump and Control Building project.

CA - 45 Consider motion to authorize City staff to apply for the Iowa All-Star Community Award

- **Approval of Consent Agenda Items**

1. Consent Agenda Items CA-1 through CA-45.

Action# E1-1. Consider motion to approve the recommendations for Consent Agenda Items CA-1 through CA-45.

F. SUPPLEMENTAL AND REMOVED CONSENT AGENDA ITEMS: none

G. RECESS - Mark Holm, Mayor

H. LEGISLATIVE BUSINESS:

- **Boards/Commissions Appointments:**

1. Consider Mayor Appointments to Boards and Commissions as follows:
Cultural Arts Board
- Kyle Robinson - effective immediately - term expires 04/30/2025 SEAT 1

Action# H1-1. Consider motion approving Mayors appointments to expiring Board and Commission Members as presented.

- **Approval of Ordinances:**

1. Ord 2096 An Ordinance vacating a portion of a public utility easement located on Lot 20, Ashland Ridge Plat 2.

Action# H1-1. Consider motion to accept third consideration of ORDINANCE 2096, sending it on its final passage and publication as required by law.

Action# H1-2. Consider motion to adopt RESOLUTION authorizing the sale of property vacated by the City of Ankeny, Iowa, to Scott N. Von Hagen.

2. Ord 2097 An Ordinance vacating a portion of public land, Lot 2, The District at Prairie Trail Plat 8, located west of the intersection of SW Park Square Drive and SW Merchant Street.

Action# H2-1. Consider motion to accept second consideration of ORDINANCE 2097.

3. Ord 2098 An Ordinance creating section 143 - Entertainment Districts in the City of Ankeny, Iowa. (PH 2022-20)

Action# H3-1. Consider motion to accept first consideration of ORDINANCE 2098.

4. Ord 2099 An Ordinance amending Chapter 44.06 Noise Ordinance by adding a section

referencing Chapter 143 - Entertainment Districts

Action# H4-1. Consider motion to accept first consideration of ORDINANCE 2099.

5. Ord 2100 An Ordinance amending Chapter 130.07 Outdoor Seating addressing Chapter 143 - Entertainment Districts

Action# H5-1. Consider motion to accept first consideration of ORDINANCE 2100.

6. Ord 2101 An Ordinance amending Chapter 196.02 Special Use Permits addressing Chapter 143 - Entertainment Districts

Action# H6-1. Consider motion to accept first consideration of ORDINANCE 2101.

7. Ord 2102 An Ordinance vacating a Public Utility Easement associated with Lot 1, The District at Prairie Trail Plat 11. (PH 2022-21)

Action# H7-1. Consider motion to accept first consideration of ORDINANCE 2102.

8. Ord 2103 An Ordinance amending the Code of Ordinances of the City of Ankeny, Iowa, by amending provisions pertaining to water rates.

Action# H8-1. Consider motion to accept first consideration of ORDINANCE 2103.

9. Ord 2104 An Ordinance amending the Code of Ordinances of the City of Ankeny, Iowa, by amending provisions pertaining to sewer service charges.

Action# H9-1. Consider motion to accept first consideration of ORDINANCE 2104.

10. Ord 2105 An Ordinance amending the Code of Ordinances of the City of Ankeny, Iowa, by amending provisions pertaining to stormwater management fees.

Action# H10-1. Consider motion to accept first consideration of ORDINANCE 2105.

I. OLD BUSINESS: none

J. NEW BUSINESS:

1. Proposed SE Delaware Avenue HMA Widening (PH 2022-22)

Action# J1-1. Consider motion to adopt 1) RESOLUTION adopting plans, specifications, form of contract and estimate of cost $875,000.00; 2) receive and file report of bids received March 1, 2022; 3) adopt RESOLUTION making award of construction contract with Grimes Asphalt and Paving Corp. in the amount of $915,737.43; and 4) adopt RESOLUTION approving contract and bonds with Grimes Asphalt and Paving Corp. in the amount of $915,737.43.

2. Proposed 2022 Pavement Preservation Program - SW State Street (Northbound Lanes) (PH 2022-23)

Action# J2-1. Consider motion to adopt 1) RESOLUTION adopting plans, specifications,

form of contract and estimate of cost $385,025.00; 2) receive and file report of bids received March 1, 2022; 3) adopt RESOLUTION making award of construction contract with Iowa Civil Contracting, Inc. in the amount of $356,049.20; and 4) adopt RESOLUTION approving contract and bonds with Iowa Civil Contracting, Inc. in the amount of $356,049.20.

3. Proposed North Ankeny Boulevard Fiber Optic Upgrade (PH 2022-24)

Action# J3-1. Consider motion to adopt 1) RESOLUTION adopting plans, specifications, form of contract and estimate of cost $256,480.00; 2) receive and file report of bids received March 1, 2022; 3) adopt RESOLUTION making award of construction contract with Communication Data Link in the amount of $178,979.00; and 4) adopt RESOLUTION approving contract and bonds with Communication Data Link in the amount of $178,979.00.

4. Proposed 2022 PCC Reconstruction Program - SE Peachtree Drive (PH 2022-25)

Action# J4-1. Consider motion to adopt 1) RESOLUTION adopting plans, specifications, form of contract and estimate of cost $787,965.00; 2) receive and file report of bids received March 1, 2022; 3) adopt RESOLUTION making award of construction contract with Con-Struct, Inc. in the amount of $805,555.00; and 4) adopt RESOLUTION approving contract and bonds with Con-Struct, Inc. in the amount of $805,555.00.

5. Proposed NE Four Mile Drive RCB - Deer Creek (PH 2022-26)

Action# J5-1. Consider motion to adopt 1) RESOLUTION adopting plans, specifications, form of contract and estimate of cost $1,161,988.00; 2) receive and file report of bids received March 1, 2022; 3) adopt RESOLUTION making award of construction contract with Gus Construction in the amount of $1,027,970.68; and 4) adopt RESOLUTION approving contract and bonds with Gus Construction in the amount of $1,027,970.68.

6. 2022 SW Des Moines Street Parks - Phase 1
Initiate Proceedings

Action# J6-1. Consider motion to adopt RESOLUTION ordering construction on the 2022 SW Des Moines Street Parks - Phase 1 project and fixing a date for hearing thereon and taking of bids therefor. (date of bid letting: 3/29/22 @ 10:30 AM / date of hrg: 4/4/22 @ 5:30 PM)

7. Cherry Glen Ballfield Development Project
Professional Services Agreement with Snyder & Associates

Action# J7-1. Consider motion to approve the Professional Services Agreement with Snyder & Associates for design engineering and construction administration services on the Cherry Glenn Ballfield Development project in an amount not to exceed $46,000.00 and authorize the Mayor to execute said Agreement.

8. Proposed Fourmile Creek and Tributary to Fourmile Creek Restoration
Professional Services Agreement with RDG Planning & Design

Action# J8-1. Consider motion to approve the Professional Services Agreement with RDG Planning & Design for the design engineering services on the Fourmile Creek and Tributary to Fourmile Creek Restoration project in an amount not to exceed $223,370.00 and authorize the Mayor to execute said agreement.

9. Proposed North Four Mile Creek Trunk Sewer
Professional Services Agreement with Foth Infrastructure and Environment, LLC. (Foth)

Action# J9-1. Consider a motion to approve the Professional Services Agreement with Foth, for the design engineering and bidding phase services on the North Four Mile Creek Trunk Sewer Project in an amount not to exceed $127,100.00 and the Mayor to execute said agreement.

10. Proposed Maximum Property Tax Dollars for Fiscal Year July 1, 2022 - June 30, 2023 (PH-2022-27)

Action# J10-1. Consider motion to adopt RESOLUTION approving the maximum property tax dollars for Fiscal Year July 1, 2022 - June 30, 2023.

11. Proposed Amendment of Current City Budget for FY 2022 and Budget Estimate for FY 2023
Set Public Hearing Date

Action# J11-1. Consider motion to set a public hearing on an Amendment of Current City Budget for Fiscal Year July 1, 2021 - June 30, 2022 and Budget Estimate for Fiscal Year July 1, 2022 - June 30, 2023 for March 21, 2022 at 5:30 p.m. and direct City Clerk to publish notice of such hearings.

12. Redemption of Outstanding Sewer Revenue Bonds, Series 2014C

Action# J12-1. Consider motion to adopt RESOLUTION authorizing the redemption of outstanding Sewer Revenue Bonds, Series 2014C, of the City of Ankeny, State of Iowa, dated May 15, 2014, and directing notice be given.

13. Redemption of Outstanding Water Revenue Refunding Bonds, Series 2014D

Action# J13-1. Consider motion to adopt RESOLUTION authorizing the redemption of outstanding Water Revenue Refunding Bonds, Series 2014D, of the City of Ankeny, State of Iowa, dated May 15, 2014, and directing notice be given.

14. Redemption of Outstanding Water Revenue Refunding Bonds, Series 2014E

Action# J14-1. Consider motion to adopt RESOLUTION authorizing the redemption of outstanding Water Revenue Refunding Bonds, Series 2014E, of the City of Ankeny, State of Iowa, dated May 15, 2014, and directing notice be given.

15. Redemption of Outstanding Sewer Revenue Refunding Bonds, Series 2014F

Action# J15-1. Consider motion to adopt RESOLUTION authorizing the redemption of outstanding Sewer Revenue Refunding Bonds, Series 2014F, of the City of Ankeny, State of Iowa, dated May 15, 2014, and directing notice be given.

K. ADMINISTRATIVE BUSINESS:

- **Report of the City Staff:**

  City Manager

City Attorney

- **Report of the Governing Body:**

  Mayor

  City Council Members:
  Council Member Bentz
  Council Member Perry
  Council Member Ruddy
  Council Member Walter-Ashby
  Council Member Whiting

- **Future Council Agenda Items:**

  - ***City Clerk Interviews with Council (Executive Session) - 3/8/22 @ 3:45 p.m.***
  - ***Public Informational Meeting - FY2023 Budget - 3/10/22 @ 5:30 p.m.***
  - ***Public Hearing - 2022 CIPP Lining Project - 3/21/22 @ 5:30 p.m.***
  - ***Public Hearing - 2022 PCC Reconstruction Program - NW 5th St - 3/21/22 @ 5:30 p.m.***
  - ***Public Hearing - 2022 PCC Street Patching Program - 3/21/22 @ 5:30 p.m.***
  - ***Public Hearing - Resolution of Necessity - NE 36th St Reconstruction Project - 3/21/22 @ 5:30 p.m.***
  - ***Public Hearing - Amendment of Current Budget for FY22 and Budget Estimate for FY23 - 3/21/22 @ 5:30 p.m.***
  - ***Public Hearing - SRF Loan Application - 4/4/22 @ 5:30 p.m.***
  - ***Public Hearing - 2022 SW Des Moines Street Parks - Phase 1 - 4/4/22 @ 5:30 p.m.***

L. ADJOURNMENT

1. Adjournment

??

ANKENY CITY COUNCIL

City Council Agenda

March 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: ?? COUNCIL GOAL:

City Clerk

Strengthen Community Engagement

ACTION REQUESTED:

Public Hearing

LEGAL:

SUBJECT:

PH 2022-20: Proposed Ordinance creating and defining Entertainment Districts within the City of Ankeny, Iowa.

EXECUTIVE SUMMARY:

Council and staff have worked through the process of creating two Entertainment Districts to promote events in areas that are specifically designed for this type of activity while creating a sense of community. The public hearing is being held, not out of compliance, but to allow businesses and residents an opportunity to provide public input related to the proposed Entertainment District Ordinance.

FISCAL IMPACT: **??No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

Work sessions were held on 08/16/2021 and 11/06/2021 by the City Council on the creation of the

Entertainment Districts. City staff meet with both the DRA and Uptown Association to discuss the details of the proposed ordinance.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider action to close Public Hearing 2022-20.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
PH Coversheet
Entertainment District Ordinances - REDLINE
Entertainment District Ordinances
Noise Ordinance Amendment - related to Entertainment District Ord
Outdoor Seating Amendment - related to Entertainment District Ord
Special Use Permit Amendment - related to Entertainment District Ord
Slide Show Presentation
Correspondence - Nick Jensen 3/7/2022

PUBLIC HEARING 2022-20 **5:30 P.M.** **MARCH 7, 2022**

PROPOSED ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF ANKENY, IOWA, BY ADDING A NEW SECTION ENTITLED ENTERTAINMENT DISTRICT

Mayor:

This is the time and place for a public hearing on the matter of the proposed Ordinance 2098 amending the Code of Ordinances of the City of Ankeny, Iowa, by adding a new section entitled Entertainment District.

Notice of this hearing was published in the Des Moines Register on the 18th day of February, 2022.

Mayor:

"Has any written correspondence been received regarding this proposed Ordinance"?

City Clerk:

None in the clerk's office.

Mayor:

"At this time, I would like to request Eric Jensen, Director of Community Development, provide a report to the Council on this proposed Ordinance."

After Report:

"Because this is a Public Hearing those wishing to be heard for or against the proposed Ordinance, please either approach the podium, or if you are attending electronically, raise your electronic hand, or press star 9 (*9). When you are called upon, give your name and address for the record."

After any comments from the audience, the Mayor states: "We need to take the following action":

- Consider **MOTION** to close Public Hearing 2022-20.

"Further consideration and action will take place on this proposed item under "Legislative Business", Agenda Item "H", later in this meeting.

CHAPTER 143

ENTERTAINMENT DISTRICTS

143.01 DEFINITIONS.

1. "Entertainment District" means the commercial businesses operating within the following defined areas:
   A. The District at Prairie Trail
      (1) Defined as the area in the Prairie Trail Planned Unit Development (PUD) that is bounded:
         a. On the north by SW Magazine Road;
         b. On the south by SW Prairie Trail Parkway;
         c. On the west by SW State Street; and,
         d. On the east by the rear property line of the District Brownstones, which are generally located on the west side of SW Westview Drive.
   B. Uptown Entertainment District
      (1) Defined as the commercially zoned properties (C-2 and C-2a) generally bounded:
         a. On the north by W 1st Street and SW 2nd Street;
         b. On the south by SW 4th Street and SW 5th Street;
         c. On the west by the rear property lines of the properties that front onto SW Scott Street and SW Elm Street; and,
         d. On the east by the alley between SW Walnut Street and SW Pleasant Street and the alley between SW Pleasant Street and SW School Street.
2. "Receiving Property" for purposes of this chapter, receiving property means the nearest property line of the real property where the sound is being heard, and where appropriate level restrictions apply.

143.02 OUTDOOR SERVICE AREAS/SPECIAL USE PERMITS.

1. Properties located within areas defined as Entertainment Districts by this Chapter shall not be required to obtain a Special Use Permit as described in Section 196.02 of the Municipal Code for Outdoor Service Areas.

143.03 NOISE.

1. As described below, Entertainment Districts shall be exempt from certain sections of Chapter 44, Noise Control.
   A. The District at Prairie Trail
      (1) Properties within the District at Prairie Trail are exempt from Municipal Code Sections 44.05.11 and 44.05.18, but are subject to the following limitations:
         - Noise from properties within the entertainment district shall not exceed the following levels measured at the receiving property line:
            i. 75 dB between 7:00am and 10:00pm Sunday – Wednesday and 7:00am and midnight Thursday – Saturday.
            ii. 70 dB all other times.
         - The occasional playing of Live Music, use of Sound Equipment and/or uses that require a Special Events Permit, and may exceed the above decibel limitations, shall be required to obtain a Noise Permit as outlined in Section 44.06.
            i. Properties issued Noise Permits within the District at Prairie Trail shall not have noise levels that exceed the following:
               a. 85 dB between 7:00am and 10:00pm Sunday – Wednesday and 7:00am and midnight Thursday – Saturday.
               b. 80 dB all other times.
            ii. Noise Permits issued within the District at Prairie Trail shall be limited to six (6) hours in duration. However, a Noise Permit issued in conjunction with a City approved Special Events Permit may be modified or extended beyond six (6) hours as approved by the City Manager or their designee

   B. Uptown Entertainment District
      (1) Properties within the Uptown Entertainment District are exempt from Municipal Code Sections 44.05.11 and 44.05.18, but are subject to the following limitations:
         - Noise from properties within the entertainment district shall not exceed the following levels measured at the receiving property line:
            i. 75 dB between 7:00am and 9:00pm Sunday – Wednesday and 7:00am and 11:00pm Thursday – Saturday.
            ii. 70 dB all other times.
         - The occasional playing of Live Music and use of Sound Equipment and/or uses that require a Special Events Permit, and may exceed the above decibel limitations, shall be required to obtain a Noise Permit as outlined in Section 44.06.
            i. Properties issued Noise Permits within the Uptown Entertainment District shall not have noise levels that exceed the following:

a. 85 dB between 7:00am and 9:00pm Sunday – Wednesday and 7:00am and 11:00pm Thursday – Saturday.
b. 80 dB all other times.

ii. Noise Permits issued within the Uptown Entertainment District shall be limited to six (6) hours in duration. However, a Noise Permit issued in conjunction with a City approved Special Events Permit may be modified or extended beyond six (6) hours as approved by the City Manager or their designee

---

196.02. SPECIAL USE PERMITS.

I. With the exception of properties located within Entertainment Districts as defined and regulated in Chapter 143 of the Ankeny Municipal Code, premises with a ~~Class B~~ beer permit or liquor control license not contained within a completely enclosed and covered structure and located less than five hundred (500) feet from a residential zoning district; provided the following standards are met:

130.07. OUTDOOR SEATING AREAS.

1. With the exception of properties located within Entertainment Districts as defined and regulated in Chapter 143 of the Ankeny Municipal Code, the premises for which a ~~class B~~ beer permit or liquor control license is sought shall require a special use permit for an outdoor service area as described in paragraph 196.02(1)(I) if it is less than five hundred (500) feet from a residential zoning district. This requirement may be waived by the City Council upon showing that the applicant for such license conforms to the requirements of Section 130.05 of this chapter.

2. The outdoor seating area shall ~~be surrounded by a permanent retainer, which clearly encloses the area adjacent to the licensed establishment, as follows:~~ be delineated by a barrier that is a minimum of thirty-six (36) inches in height and discourages the free movement of people between the outdoor service area and non- licensed areas and shall conform to all physical requirements of the State Code of Iowa as well as all Building Code requirements of the City of Ankeny.

~~A. The retainer must measure a minimum of thirty-six inches in height from finish floor surface to the top of the retainer.~~

~~B. A permanent retainer shall consist of a top rail with lower intermediate rails spaced so that a twelve-inch sphere cannot pass through, or a fence consisting of a top rail~~

~~with permanent fencing material, both of which shall be supported by columns or posts spaced no more than ten feet on center.~~

~~C. Snow fence or plastic fence shall not be deemed permanent retainer material for purposes of this section.~~

~~D. In lieu of paragraphs A through C of this subsection, densely planted shrubbery may be considered equivalent to the intermediate rails or fencing, subject to the approval of the building and zoning official.~~

~~E. One ingress/egress gate shall be allowed for each outdoor seating area. The ingress/egress gate shall be a minimum of 36" in width and shall provide unobstructed access and illumination for the safety of patrons. The gate shall be the same height as the retainer and shall be installed with a self-closing mechanism. The gate shall not access directly onto a parking lot or access drive.~~

3. Emergency exits, sized and spaced in accordance with the Building Code, must be provided with a clear and unobstructed access to the public way.

4. The site shall meet the parking requirements listed in Section 194.01 of this Code of Ordinances.

~~5. Any use of sound, other than sound arising from conversation of patrons, shall require a special use permit for an outdoor seating area as described in paragraph 196.02(1)(I) of this Code of Ordinances. Examples of sound uses requiring a special use permit shall include but not be limited to use of speaker to page patrons, use of a sound system to play music and the playing of live music.~~

44.06 NOISE PERMIT FOR SOUND EQUIPMENT.

12. Rules. No person shall operate or cause to be operated on public or private property any source of sound in such a matter as to create a sound level that exceeds the following limits on receiving land:

RECEIVING	MAXIMUM dB PERMITTED
Residential:	70 dB between 7 a.m. and 8 p.m. 65 dB after 8 p.m.
Commercial:	75 dB between 7 a.m. and 8 p.m. 70 dB after 8 p.m.

A. The measurement of sound shall be made with a sound level meter meeting the standards prescribed by the American National Standards Institute (ANSI). The instrument shall be maintained in calibration and good working order. Measurements recorded shall be taken so as to provide a proper representation of the noise source.

B. If there is no voluntary compliance within a reasonable amount of time, the Noise Control Officer is given the authority to issue a municipal citation to shut down the event, to turn off the sound equipment, or to reduce the sound to the level authorized by the Noise Permit.

C. An event for which a Noise Permit either has not been obtained or which is in violation of the maximum decibel levels will also be subject to those penalties established elsewhere in this Code.

D. Maximum dB Permitted levels for Entertainment Districts are defined in Chapter 143 of the City Code.

ORDINANCE NO. ___

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF ANKENY, IOWA, BY ADDING A NEW SECTION ENTITLED ENTERTAINMENT DISTRICT

BE IT ENACTED by the City Council of the City of Ankeny, Iowa:

SECTION 1. NEW SECTION. The Code of Ordinances of the City of Ankeny, Iowa, is amended by adding a new Section 143, entitled Entertainment Districts, which is hereby adopted to read as follows:

143.01 DEFINITIONS.

1. "Entertainment District" means the commercial businesses operating within the following defined areas:
   A. The District at Prairie Trail
      (1) Defined as the area in the Prairie Trail Planned Unit Development (PUD) that is bounded:
         a. On the north by SW Magazine Road;
         b. On the south by SW Prairie Trail Parkway;
         c. On the west by SW State Street; and,
         d. On the east by the rear property line of the District Brownstones, which are generally located on the west side of SW Westview Drive.
   B. Uptown Entertainment District
      (1) Defined as the commercially zoned properties (C-2 and C-2a) generally bounded:
         a. On the north by W 1st Street and SW 2nd Street;
         b. On the south by SW 4th Street and SW 5th Street;
         c. On the west by the rear property lines of the properties that front onto SW Scott Street and SW Elm Street; and,
         d. On the east by the alley between SW Walnut Street and SW Pleasant Street and the alley between SW Pleasant Street and SW School Street.
2. "Receiving Property" for purposes of this chapter, receiving property means the nearest property line of the real property where the sound is being heard, and where appropriate level restrictions apply.

143.02 OUTDOOR SERVICE AREAS/SPECIAL USE PERMITS.

1. Properties located within areas defined as Entertainment Districts by this Chapter shall not be required to obtain a Special Use Permit as described in Section 196.02 of the Municipal Code for Outdoor Service Areas.

143.03 NOISE.

1. As described below, Entertainment Districts shall be exempt from certain sections of Chapter 44, Noise Control.
   A. The District at Prairie Trail
      (1) Properties within the District at Prairie Trail are exempt from Municipal Code Sections 44.05.11 and 44.05.18, but are subject to the following limitations:
         - Noise from properties within the entertainment district shall not exceed the following levels measured at the receiving property line:
            i. 75 dB between 7:00am and 10:00pm Sunday – Wednesday and 7:00am and midnight Thursday – Saturday.
            ii. 70 dB all other times.
         - The occasional playing of Live Music, use of Sound Equipment and/or uses that require a Special Events Permit, and may exceed the above decibel limitations, shall be required to obtain a Noise Permit as outlined in Section 44.06.
            i. Properties issued Noise Permits within the District at Prairie Trail shall not have noise levels that exceed the following:
               a. 85 dB between 7:00am and 10:00pm Sunday – Wednesday and 7:00am and midnight Thursday – Saturday.
               b. 80 dB all other times.
            ii. Noise Permits issued within the District at Prairie Trail shall be limited to six (6) hours in duration. However, a Noise Permit issued in conjunction with a City approved Special Events Permit may be modified or extended beyond six (6) hours as approved by the City Manager or their designee

   B. Uptown Entertainment District
      (1) Properties within the Uptown Entertainment District are exempt from Municipal Code Sections 44.05.11 and 44.05.18, but are subject to the following limitations:
         - Noise from properties within the entertainment district shall not exceed the following levels measured at the receiving property line:
            i. 75 dB between 7:00am and 9:00pm Sunday – Wednesday and 7:00am and 11:00pm Thursday – Saturday.
            ii. 70 dB all other times.
         - The occasional playing of Live Music and use of Sound Equipment and/or uses that require a Special Events Permit, and may exceed the above decibel limitations, shall be required to obtain a Noise Permit as outlined in Section 44.06.
            i. Properties issued Noise Permits within the Uptown Entertainment District shall not have noise levels that exceed the following:

a. 85 dB between 7:00am and 9:00pm Sunday – Wednesday and 7:00am and 11:00pm Thursday – Saturday.
b. 80 dB all other times.

ii. Noise Permits issued within the Uptown Entertainment District shall be limited to six (6) hours in duration. However, a Noise Permit issued in conjunction with a City approved Special Events Permit may be modified or extended beyond six (6) hours as approved by the City Manager or their designee

SECTION 2. REPEALER. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 3. SEVERABILITY CLAUSE. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

SECTION 4. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval, and publication as provided by law.

Passed and approved by the City Council the ___ day of _____, 2022.

_____
Mark E Holm, Mayor

ATTEST:

_____
City Clerk

First Reading: _____

Second Reading: _____

Third Reading: _____

I certify that the foregoing was published as Ordinance No. _____ on the ___ day of _____,

20___.

_____
City Clerk

ORDINANCE NO._____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF ANKENY, IOWA, BY AMENDING PROVISIONS PERTAINING TO NOISE PERMIT FOR SOUND EQUIPMENT

BE IT ENACTED by the City Council of the City of Ankeny Iowa:

SECTION 1. SECTION MODIFIED. Section 44.06 OUTDOOR SEATING AREAS of the Code of Ordinances of the City of Ankeny, Iowa, is amended by adding the following section 44.06 12 (D)

44.06 NOISE PERMIT FOR SOUND EQUIPMENT.

12. Rules. No person shall operate or cause to be operated on public or private property any source of sound in such a matter as to create a sound level that exceeds the following limits on receiving land:

RECEIVING	MAXIMUM dB PERMITTED
Residential:	70 dB between 7 a.m. and 8 p.m. 65 dB after 8 p.m.
Commercial:	75 dB between 7 a.m. and 8 p.m. 70 dB after 8 p.m.

A. The measurement of sound shall be made with a sound level meter meeting the standards prescribed by the American National Standards Institute (ANSI). The instrument shall be maintained in calibration and good working order. Measurements recorded shall be taken so as to provide a proper representation of the noise source.

B. If there is no voluntary compliance within a reasonable amount of time, the Noise Control Officer is given the authority to issue a municipal citation to shut down the event, to turn off the sound equipment, or to reduce the sound to the level authorized by the Noise Permit.

C. An event for which a Noise Permit either has not been obtained or which is in violation of the maximum decibel levels will also be subject to those penalties established elsewhere in this Code.

D. Maximum dB Permitted levels for Entertainment Districts are defined in Chapter 143 of the City Code.

SECTION 2. SEVERABILITY CLAUSE. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

SECTION 3. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval, and publication as provided by law.

Passed and approved by the City Council the _____ day of _____, 2022.

_____
Mark E. Holm, Mayor

ATTEST:

_____

City Clerk

ORDINANCE NO._____

First Reading: _____

Second Reading: _____

Third Reading: _____

I certify that the foregoing was published as Ordinance No. _____ on the ___ day of _____,

20___.

_____

City Clerk

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF ANKENY, IOWA, BY AMENDING PROVISIONS PERTAINING TO OUTDOOR SEATING AREAS

BE IT ENACTED by the City Council of the City of Ankeny Iowa:

SECTION 1. SECTION MODIFIED. Section 130.07 OUTDOOR SEATING AREAS of the Code of Ordinances of the City of Ankeny, Iowa, is repealed and the following adopted in lieu thereof:

130.07. OUTDOOR SEATING AREAS.

1. With the exception of properties located within Entertainment Districts as defined and regulated in Chapter 143 of the Ankeny Municipal Code, the premises for which a beer permit or liquor control license is sought shall require a special use permit for an outdoor service area as described in paragraph 196.02(1)(I) if it is less than five hundred (500) feet from a residential zoning district. This requirement may be waived by the City Council upon showing that the applicant for such license conforms to the requirements of Section 130.05 of this chapter.

2. The outdoor seating area shall be delineated by a barrier that is a minimum of thirty-six (36) inches in height and discourages the free movement of people between the outdoor service area and non- licensed areas and shall conform to all physical requirements of the State Code of Iowa as well as all Building Code requirements of the City of Ankeny.

3. Emergency exits, sized and spaced in accordance with the Building Code, must be provided with a clear and unobstructed access to the public way.

4. The site shall meet the parking requirements listed in Section 194.01 of this Code of Ordinances.

SECTION 2. SEVERABILITY CLAUSE. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

SECTION 3. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval, and publication as provided by law.

Passed and approved by the City Council the ___ day of _____, 2022.

_____

Mark E. Holm, Mayor

ATTEST:

_____

City Clerk

ORDINANCE NO._____

First Reading: _____

Second Reading: _____

Third Reading: _____

I certify that the foregoing was published as Ordinance No. _____ on the ___ day of _____,

20___.

_____

City Clerk

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF ANKENY, IOWA, BY AMENDING PROVISIONS PERTAINING TO SPECIAL USE PERMIT

BE IT ENACTED by the City Council of the City of Ankeny Iowa:

SECTION 1. SECTION MODIFIED. Section 196.02 SPECIAL USE PERMITS 1. (I) of the Code of Ordinances of the City of Ankeny, Iowa, is repealed and the following adopted in lieu thereof:

SECTION 196.02. SPECIAL USE PERMITS 1. (I). With the exception of properties located within Entertainment Districts as defined and regulated in Chapter 143 of the Ankeny Municipal Code, premises with a beer permit or liquor control license not contained within a completely enclosed and covered structure and located less than five hundred feet from a residential zoning district; provided the following standards are met:

SECTION 2. SEVERABILITY CLAUSE. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

SECTION 3. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval, and publication as provided by law.

Passed and approved by the City Council the ___ day of _____, 2022.

_____
Mayor

ATTEST:

_____
City Clerk

First Reading: _____

Second Reading: _____

Third Reading: _____

I certify that the foregoing was published as Ordinance No. _____ on the ___ day of _____,

20___.

_____
City Clerk

Chapter 143
Entertainment Districts

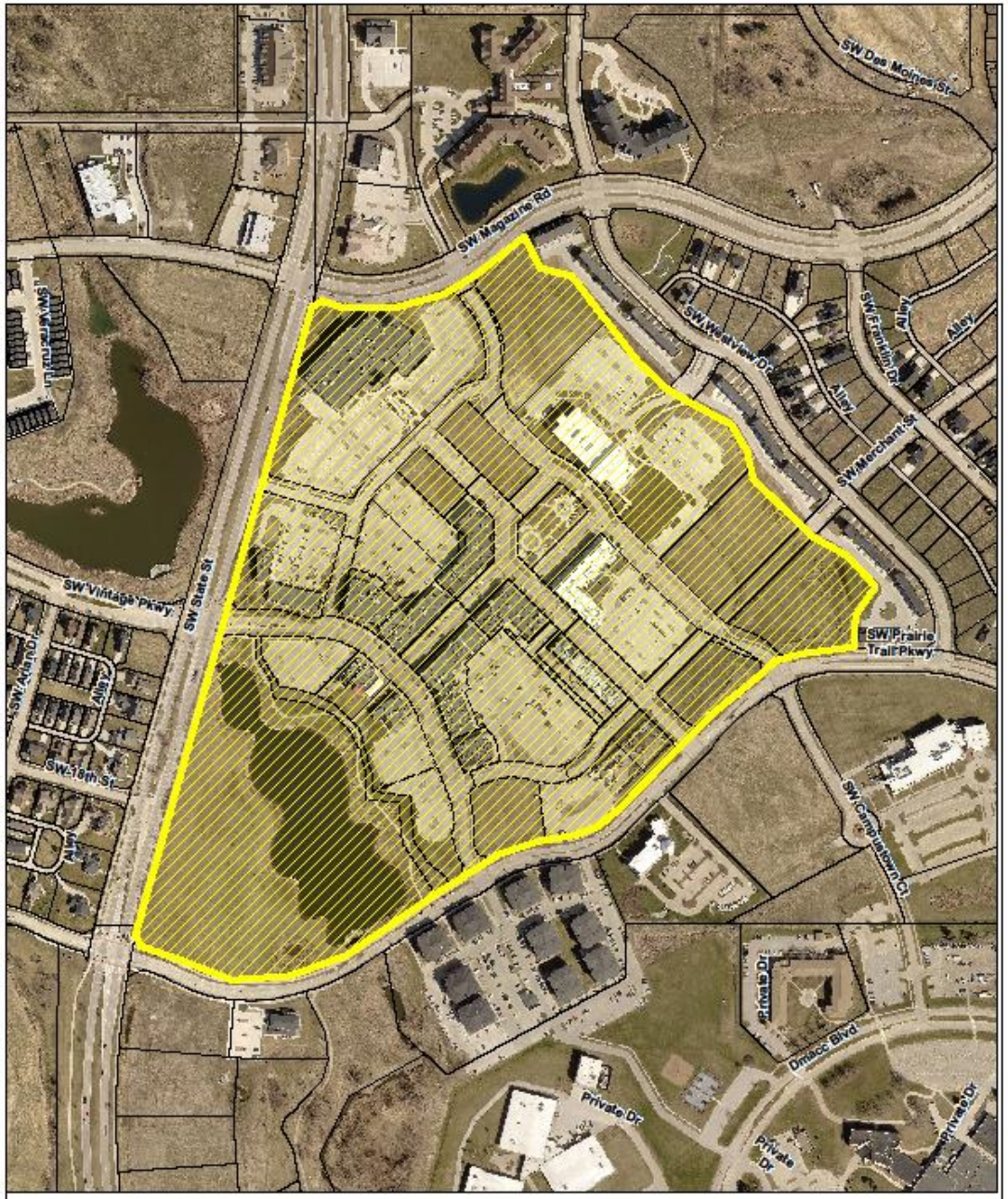
city of Ankeny

bringing it all together

143.01 DEFINITIONS

1. “Entertainment District” means the commercial businesses operating within the following defined areas:

    A. The District at Prairie Trail
        1) Defined as the area in the Prairie Trail Planned Unit Development (PUD) that is bounded:
            a. On the north by SW Magazine Road;
            b. On the south by SW Prairie Trail Parkway;
            c. On the west by SW State Street; and,
            d. On the east by the rear property line of the District Brownstones, which are generally located on the west side of SW Westview Drive.



city of Ankeny

N

1 Inch = 400 feet

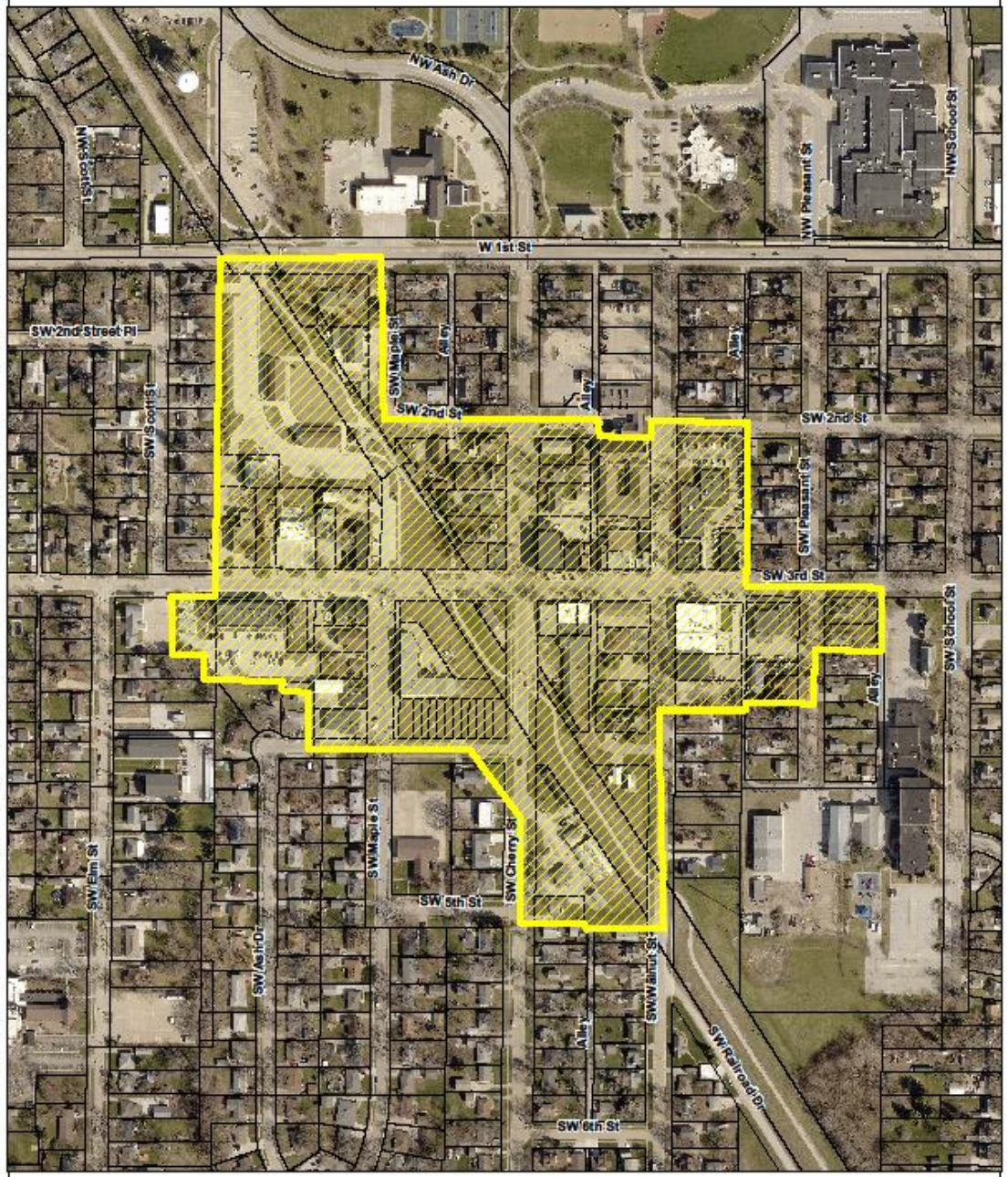
The District at Prairie Trail Entertainment District

Community Development Department
1210 NW Prairie Ridge Drive
Ankeny, IA 50023-1751
(515)963-3550 - (515)963-3535 fax
www.ankenyiowa.gov

city of Ankeny

143.01 DEFINITIONS

B. Uptown Entertainment District
   1) Defined as the commercially zoned properties (C-2 and C-2a) generally bounded:
      a. On the north by W 1st Street and SW 2nd Street;
      b. On the south by SW 4th Street and SW 5th Street;
      c. On the west by the rear property lines of the properties that front onto SW Scott Street and SW Elm Street; and,
      d. On the east by the alley between SW Walnut Street and SW Pleasant Street and the alley between SW Pleasant Street and SW School Street.

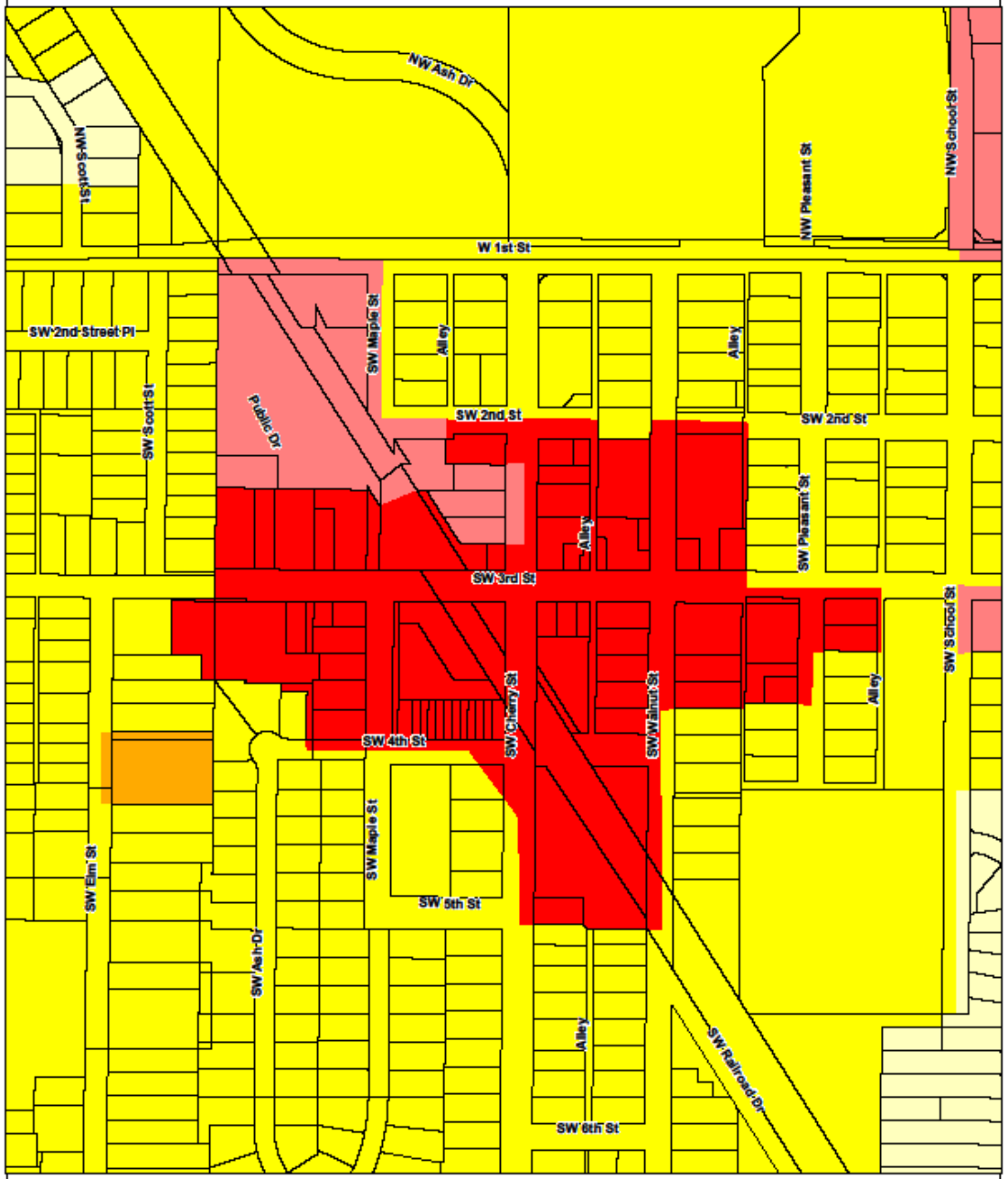


N

1 Inch = 300 feet

Uptown Entertainment District

Community Development Department
1210 NW Prairie Ridge Drive
Ankeny, IA 50023-1751
(515)963-3550 - (515)963-3535 fax
www.ankenyiowa.gov



N

1 Inch = 300 feet

Uptown Entertainment District

Community Development Department
1210 NW Prairie Ridge Drive
Ankeny, IA 50023-1751
(515)963-3550 - (515)963-3535 fax
www.ankenyiowa.gov

143.02 OUTDOOR SERVICE AREAS /SPECIAL USE PERMITS

1. Properties located within areas defined as Entertainment Districts by this Chapter shall not be required to obtain a Special Use Permit as described in Section 196.02 of the Municipal Code for Outdoor Service Areas.

143.03 NOISE

1. As described below, Entertainment Districts shall be exempt from certain sections of Chapter 44, Noise Control.

143.03 NOISE

A. The District at Prairie Trail

1) Properties within the District at Prairie Trail are exempt from Municipal Code Sections 44.05.11 and 44.05.18, with the following limitations:

- Noise from properties within the entertainment district shall not exceed the following levels measured at the receiving property line:
  - i. 75 dB between 7:00am and 10:00pm Sunday – Wednesday and 7:00am and midnight Thursday – Saturday.
  - ii. 70 dB all other times.
- The occasional playing of Live Music, use of Sound Equipment and/or uses that require a Special Events Permit, which may exceed the above decibel limitations shall be required to obtain a Noise Permit as outlined in Section 44.06.
  - i. Properties issued Noise Permits within the District at Prairie Trial shall not have noise levels that exceed the following:
    - a. 85 dB between 7:00am and 10:00pm Sunday – Wednesday and 7:00am and midnight Thursday – Saturday.
    - b. 80 dB all other times.
  - ii. Noise Permits issued within the District at Prairie Trail shall be limited to six (6) hours in duration. However, a Noise Permit issued in conjunction with a City approved Special Events Permit may be modified or extended beyond six hours.

143.03 NOISE

B. Uptown Entertainment District

1) Properties within the Uptown Entertainment District are exempt from Municipal Code Sections 44.05.11 and 44.05.18, with the following limitations:

- Noise from properties within the entertainment district shall not exceed the following levels measured at the receiving property line:
  - i. 75 dB between 7:00am and 9:00pm Sunday – Wednesday and 7:00am and 11:00pm Thursday – Saturday.
  - ii. 70 dB all other times.
- The occasional playing of Live Music and use of Sound Equipment and/or uses that require a Special Events Permit, which may exceed the above decibel limitations, shall be required to obtain a Noise Permit as outlined in Section 44.06.
  - i. Properties issued Noise Permits within the Uptown Entertainment District shall not have noise levels that exceed the following:
    - a. 85 dB between 7:00am and 9:00pm Sunday – Wednesday and 7:00am and 11:00pm Thursday – Saturday.
    - b. 80 dB all other times.
  - ii. Noise Permits issued within the Uptown Entertainment District shall be limited to six (6) hours in duration. However, a Noise Permit issued in conjunction with a City approved Special Events Permit may be modified or extended beyond six hours.

Other Code Section Changes

- **196.02. Special Use Permits**
  - **Exempting Properties in the Entertainment Districts**

Other Code Section Changes

- **130.07. Outdoor Seating Areas**

2. The outdoor seating area shall ~~be surrounded by a permanent retainer, which clearly encloses the area adjacent to the licensed establishment, as follows:~~ be delineated by a barrier that is a minimum of 36 inches in height and discourages the free movement of people between the outdoor service area and non- licensed areas and shall conform to all physical requirements of the State Code of Iowa as well as all Building Code requirements of the City of Ankeny.

~~A. The retainer must measure a minimum of thirty-six inches in height from finish floor surface to the top of the retainer.~~

~~B. A permanent retainer shall consist of a top rail with lower intermediate rails spaced so that a twelve-inch sphere cannot pass through, or a fence consisting of a top rail with permanent fencing material, both of which shall be supported by columns or posts spaced no more than ten feet on center.~~

~~C. Snow fence or plastic fence shall not be deemed permanent retainer material for purposes of this section.~~

~~D. In lieu of paragraphs A through C of this subsection, densely planted shrubbery may be considered equivalent to the intermediate rails or fencing, subject to the approval of the building and zoning official.~~

~~E. One ingress/egress gate shall be allowed for each outdoor seating area. The ingress/egress gate shall be a minimum of 36” in width and shall provide unobstructed access and illumination for the safety of patrons. The gate shall be the same height as the retainer and shall be installed with a self-closing mechanism. The gate shall not access directly onto a parking lot or access drive.~~

Questions?

Honorable Mayor and City Council Members,

My name is Nick Jensen, owner of Caliber Iowa and several residential projects and complexes in and around the District at Prairie Trail. I am writing regarding the proposed entertainment districts and the change of the noise ordinance from the current city code. Unfortunately, I have a prior commitment and am not able to attend this meeting in person.

This is an important topic that I am happy to see come to council attention and discussion. Residents in this area on numerous occasions have been disrupted beyond reasonable living conditions. These residents are understanding of living in and around activity, but the noise level and late hours is a problem. I will speak specifically to the patio noise at Whiskey River, there has been consistent disregard for the current city code and operating in harmony with residential uses. To my knowledge these violations have prompted many police responses, but no penalties have been issued outside of verbal warnings. Management at Whiskey River has violated the code so consistently it makes living near this business unbearable and we have had to allow tenants in our buildings to move out of Ankeny as the calls to police do not impact the continued violations.

In considering input on the entertainment district as it relates to noise there should be consideration of the variety of intended uses. The Prairie Trail pattern book is the tool as it relates to all of Prairie Trail and it includes great detail on The District (knowns as Town Center). City staff and private development has done an excellent job of following this guide. You can see on the proposed site plans it is very clear the mix of apartment buildings and townhomes along the perimeter of The District, which is how the actual development is being built out. Residential buildings are an important use in the success of the overall development and the code should reflect reasonable living conditions.

https://www.prairietrailankeny.com/wp-content/uploads/2013/03/D_Town_Center_Patterns.pdf

I enjoy so much about Ankeny and have chosen to invest in property holdings with upmost confidence in city staff, elected officials, and the citizens. Ankeny is known as a safe and solid community with many amenities that afford a great quality of life. In my opinion, The District at Prairie Trial is the best recent development in Central Iowa. It is home to so many important businesses, shops, restaurants, residences, and community amenities. To continue to add the many types of events is very impactful and has promoted Ankeny as a hub for a variety of activities. As a city, this hub should be intently preserved and continue its path of being known as safe and peaceful.

Here is my request to council to consider.

- Review of the pattern book as it relates to this area
- Acknowledgement of the mix of uses in The District and creating a harmony of these uses
- Establish a plan for detailed enforcement with penalties including revoking liquor license if a business is a problem
- Create a consistent monitoring pattern that would enforce the noise without relying on complaints

Respectfully,

Nick Jensen

??

ANKENY CITY COUNCIL

City Council Agenda

March 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: ?? COUNCIL GOAL:

Planning and Building

Ensure Economic Vitality

ACTION REQUESTED:

Public Hearing

LEGAL:

SUBJECT:

PH 2022-21: A proposal to vacate a Public Utility Easement associated with Lot 1, The District at Prairie Trail Plat 11.

EXECUTIVE SUMMARY:

DRA Properties, LC has requested the vacation of a Public Utility Easement located on Lot 1, The District at Prairie Trail Plat 11 to facilitate future development of the site.

FISCAL IMPACT: **??No**

CITY MANAGER'S RECOMMENDATIONS:

Approve the request to vacate the Public Utility Easement.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

Legal publication and notification.

ACTION REQUESTED:

Action: Consider motion to close Public Hearing 2022-21.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
PH Coversheet
Ordinance
Vacation Exhibit
Aerial Map
Applicant Letter

PUBLIC HEARING 2022-21 **5:30 P.M.** **MARCH 7, 2022**

PROPOSED VACATION OF A PORTION OF A PUBLIC UTILITY EASEMENT ASSOCIATED WITH LOT 1, THE DISTRICT AT PRAIRIE TRIAL PLAT 11

Mayor:

This is the time and place for a public hearing on the matter of the proposed Ordinance 2102 vacating a portion of a public utility easement associated with Lot 1, The District at Prairie Trail Plat 11.

Notice of this hearing was published in the Des Moines Register on the 25th day of February, 2022.

Mayor:

"Has any written correspondence been received regarding this proposed vacation"?

City Clerk:

None in the clerk's office.

Mayor:

"At this time, I would like to request Eric Jensen, Director of Community Development, provide a report to the Council on this proposed vacation."

After Report:

"Because this is a Public Hearing those wishing to be heard for or against the proposed vacation, please either approach the podium, or if you are attending electronically, raise your electronic hand, or press star 9 (*9). When you are called upon, give your name and address for the record."

After any comments from the audience, the Mayor states: "We need to take the following action":

- Consider **MOTION** to close Public Hearing 2022-21.

"Further consideration and action will take place on this proposed item under "Legislative Business", Agenda Item "H", later in this meeting.

Preparer Information: Deb Gervais, City of Ankeny, Iowa, 1210 NW Prairie Ridge Drive, Ankeny, IA 50023 Phone: 515-963-3558

ORDINANCE

AN ORDINANCE VACATING A PORTION OF A PUBLIC UTILITY EASEMENT ASSOCIATED WITH LOT 1, THE DISTRICT AT PRAIRIE TRAIL PLAT 11

WHEREAS, pursuant to notice published in the manner required by law, on the 7th day of March, 2022, the City Council of the City of Ankeny, Iowa, held a public hearing on a proposal to vacate a Public Utility Easement as shown on the attached Exhibit A; and

WHEREAS, the City Council finds that all public purpose served by this easement will be replaced with other easements; and

WHEREAS, the City Council has determined that it is in the best interest of the citizens of Ankeny that said easement be vacated.

NOW, THEREFORE, BE IT ORDAINED, BY THE CITY COUNCIL OF THE CITY OF ANKENY, IOWA:

1. That the City of Ankeny does hereby vacate and release the Public Utility Easement, as shown on the attached Exhibit A; and
2. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed; and
3. That this ordinance shall be in effect upon its final passage and publication required by law.

PASSED AND APPROVED this ____ day of _____, 2022.

_____
Mark E. Holm, Mayor

Attest:

_____
Denise L. Hoy, City Clerk

PUBLISHED IN THE DES MOINES REGISTER ON THE ___DAY OF _____, 2022

1st Con _____ (Public Hearing)
2nd Con _____
3rd Con _____

EXHIBIT "A"

PROPRIETOR & REQUESTED BY

DRA Properties, LC
c/o Tara Meredith
1525 NE 36th Street
Ankeny, Iowa 50021
Phone: (515) 965-5251

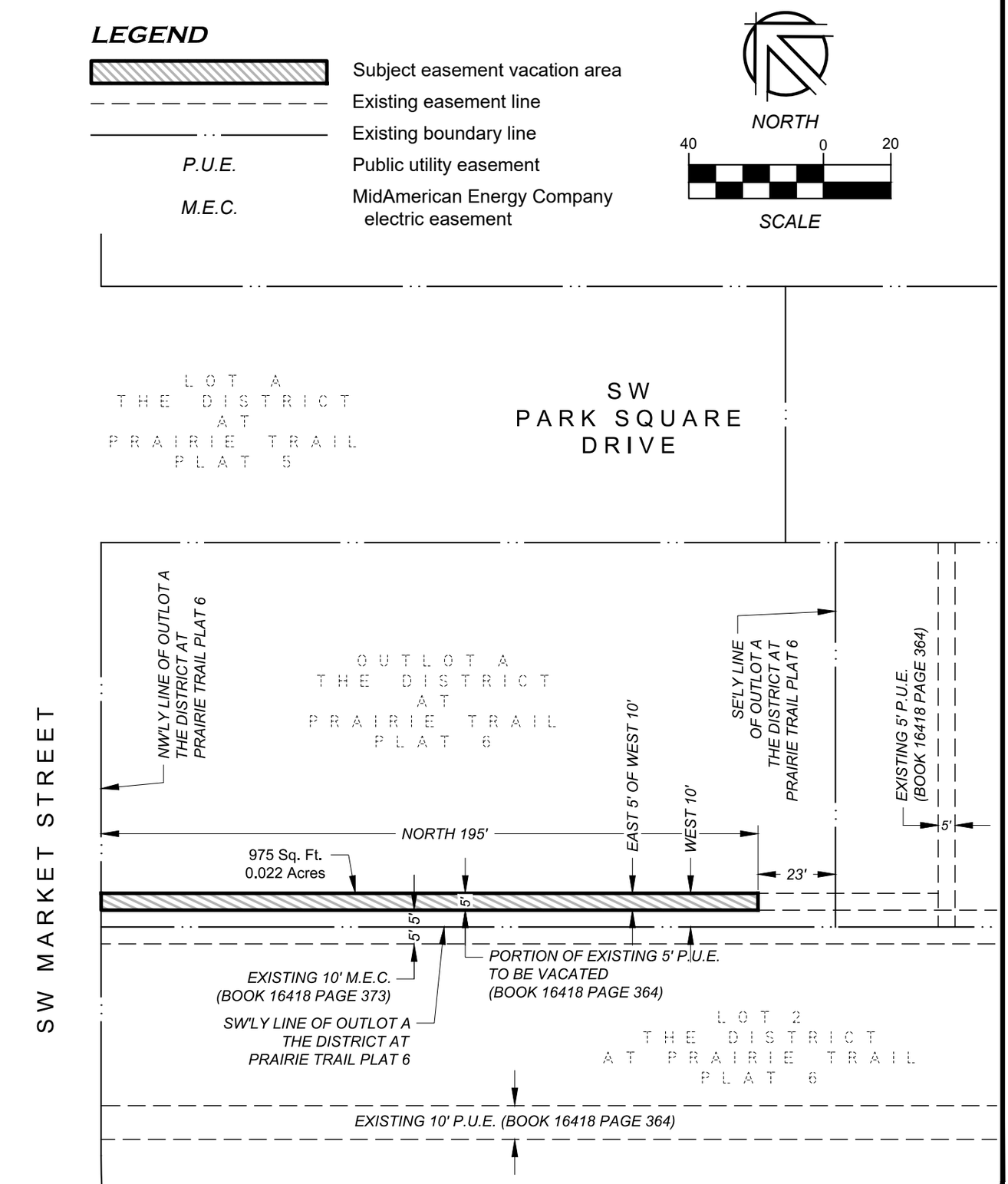
SUBJECT PROPERTY LEGAL DESCRIPTION

Lot 1, THE DISTRICT AT PRAIRIE TRAIL PLAT 11, an official plat, located in the City of Ankeny, Polk County, Iowa.

DESCRIPTION OF PUBLIC UTILITY EASEMENT TO BE VACATED

The east 5 feet of the west 10 feet of the north 195 feet of Lot 1, THE DISTRICT AT PRAIRIE TRAIL PLAT 11, an official plat, located in the City of Ankeny, Polk County, Iowa.

Containing 0.022 acres (975 square feet) more or less.



NILLES ASSOCIATES
1250 SW STATE STREET
SUITE A
ANKENY, IOWA
50023-2555
(515) 965-0123 phone
(515) 965-3322 fax
www.nillesinc.com

PROJECT:	NAI No.:	DRAWN BY:	DWG No.:
PUBLIC UTILITY EASEMENT VACATION	21136	TJH	1/1
LOCATION: THE DISTRICT AT PRAIRIE TRAIL ANKENY, IOWA	DATE: 02/11/22	CHECKED BY: RJS	SHEET TITLE: EX-1

V:\NAI 2017\Projects 2017\21136\dwg\21136-EX.dwg

N

1 inch = 100 feet

Date: 2/14/2022

Public Utility Easement Vacation
Lot 1, The District at Prairie Trail Plat 11

Ankeny
bringing it all together.

CIVIL ENGINEERING
LAND SURVEYING
LANDSCAPE ARCHITECTURE

NILLES ASSOCIATES

February 11, 2022

City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

RE: Lot 1, The District at Prairie Trail Plat 11 Public Utility Easement Vacation Approval Letter

Planning and Building Director, Honorable Mayor and Members of the City Council:

On behalf of DRA Properties, we are applying for the City of Ankeny to vacate a portion of a 5-foot public utility easement located on Lot 1, The District at Prairie Trail Plat 11.

We are preparing a site plan for the newest District building #5 located on Lot 1, The District at Prairie Trail Plat 11. The existing 5-foot P.U.E. runs along the southwesterly side that is also adjacent to a 10' MidAmerican electric easement that straddles said lot line. Only a small portion of the P.U.E. is being used in the southwest corner of the lot. The proposed building is currently outside of the 5' P.U.E. but the footings would fall into the P.U.E.

We would like to vacate the northerly 195 feet of the P.U.E. so that the developer doesn't have any issues with the footings encroaching. We have located the existing electric line that feeds the existing light poles and runs along the back of curb for the parking lot to the southwest. From our research and field locates, there does not seem to be any existing utilities in this portion of the P.U.E.

We respectfully request the City's review and approval of this easement vacation and conveyance to allow the project to proceed. If you should have any questions or require any additional information, please feel free to contact me to discuss such items further.

Thank you very much for your time and consideration.

Sincerely,

Roger J. Silver

Roger J. Silver, ASLA
NILLES ASSOCIATES, INC.

??

ANKENY CITY COUNCIL

City Council Agenda

March 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: ?? COUNCIL GOAL:

Public Works

Upgrade Essential Infrastructure

ACTION REQUESTED:

Public Hearing

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

PH 2022-22: Proposed SE Delaware Avenue HMA Widening

EXECUTIVE SUMMARY:

The SE Delaware Avenue HMA Widening project includes the widening of SE Delaware Avenue from SE 72nd Street to SE 66th Street. This project also includes the milling and Hot Mix Asphalt (HMA) overlay of the existing travel lanes within the same limits.

The improvements include approximately 3,400 TONS of HMA, 4,850 SY of pavement scarification, 400 SY of PCC pavement widening, 2,900 LF of subdrain, 250 LF of storm sewer, storm sewer intake structures, earthwork, subgrade preparation, modified subbase, sidewalk, removal and replacement of driveways, pavement markings, traffic control, mobilization, and miscellaneous associated work necessary to complete the project.

The bid opening for this project was held on Tuesday, March 1, 2022. Four (4) bids were received as follows:

1. Grimes Asphalt and Paving Corporation $915,737.43

2. OMG Midwwest, Inc. dba Des Moines Asphalt and Paving $984,274.21

3. InRoads, LLC $1,081,223.12

4. Hawkeye Paving Corp. $1,115,033.77

The Engineer's Estimate for the project was $875,000.00. The bids ranged from approximately 5% above to 27% above the estimate. Public Works staff reviewed the bid results both internally and with the project's engineering consultant. Grimes Asphalt and Paving Corporation has completed other projects for the City of Ankeny. It is recommended that the project be awarded to Grimes Asphalt and Paving Corporation of Des Moines, Iowa.

Pending project approval and award by the City Council, the Contractor shall fully complete the entire project within eighty (80) working days. The project shall begin no earlier than May 2, 2022 and no later than June 6, 2022.

FISCAL IMPACT: **??No**

This project is included in the current Capital Improvement Program with construction scheduled for 2022.

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the Council take the following action:

1. Hold a hearing on the proposed Contract Documents (plans, specifications, and form of contract), and estimated cost ($875,000.00).

2. Approve Resolution, adopting said plans, specifications, form of contract, and estimated cost for the

SE Delaware Avenue HMA Widening project.

3. Receive and file the report of bids received on March 1, 2022.

4. Approve Resolution, making award of construction contract to Grimes Asphalt and Paving Corporation of Des Moines, Iowa.

5. Approve Resolution, approving contract and bonds with Grimes Asphalt and Paving Corp in the amount of $915,737.43.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

February 7, 2022: The City Council approved a Resolution ordering construction and setting the bid opening date as March 1, 2022, and setting the public hearing date as March 7, 2022.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to close Public Hearing 2022-22.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
PH Coversheet
RES - plans, specs
Bid Sheet
Bid Tabulation
RES - making award
RES - approving contract
Contract
Location map

PUBLIC HEARING 2022-22 **5:30 P.M.** **MARCH 7, 2022**

PROPOSED SE DELAWARE AVENUE HMA WIDENING

Mayor:

This is the time and place for a public hearing on the matter of the adoption of plans, specifications, form of contract and estimate of cost for construction of certain public improvements described in general as construction of the SE Delaware Avenue HMA Widening project. Notice of this hearing was published in the Des Moines Register on the 18th day of February, 2022.

Mayor:

"HAS ANY WRITTEN CORRESPONDENCE BEEN RECEIVED FOR THIS HEARING?"

City Clerk:

None in the Clerk's Office

Mayor:

"I would like to request, at this time, Mark Mueller, Public Works Director, provide a report to the Council on said project."

After Report:

"Because this is a Public Hearing those wishing to be heard for or against the proposed project, please either approach the podium, or if you are attending electronically, raise your electronic hand, or press star 9 (*9). When you are called upon, give your name and address for the record."

After any comments from the audience, Mayor states: "We need to take the following action":

- Consider **MOTION** to close Public Hearing 2022-22.

Mayor announces that further consideration and action on this item will take place under "New Business", Agenda Item "J" later in the meeting.

Council Member _____ introduced the following Resolution entitled "RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE SE DELAWARE AVENUE HMA WIDENING", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE SE DELAWARE AVENUE HMA WIDENING

WHEREAS, on the **7th** day of **February**, 2022, plans, specifications, form of contract and estimate of cost were filed with the Clerk for the construction of certain public improvements described in general as the SE Delaware Avenue HMA Widening; and

WHEREAS, notice of hearing on plans, specifications, form of contract and estimate of cost for the public improvements was published as required by law.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ANKENY, STATE OF IOWA:

Section 1. That the plans, specifications, form of contract and estimate of cost are hereby approved as the plans, specifications, form of contract and estimate of cost for the public improvements, as described in the preamble of this Resolution.

PASSED AND APPROVED this 7th day of March, 2022.

_____

Mayor

ATTEST:

_____

City Clerk

city of Ankeny
bringing it all together

BID LETTING **10:30 A.M.** **MARCH 1, 2022**

SE DELAWARE AVE HMA WIDENING

The purpose of this meeting is to receive, open and tabulate bids for construction of the SE Delaware Ave HMA Widening project in accordance with the Plans and Specifications prepared by JEO Consulting Group.

Mark Mueller, Public Works Director

Project Estimate of Cost $875,000

	Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (none) Acknowledged
1)	✓	Inroads Paving 4224 Hubbell Ave Des Moines, IA 50317	$1,081,223.12	
2)	✓	Hawkeye Paving Corp. 801 42nd St. South Bettendorf, IA 52722	$1,115,033.77	
3)	✓	OMG Midwest dba Des Moines Asphalt + Paving PO Box 3365 - Des Moines IA 50316	$984,274.21	
* 4)	✓	Grimes Asphalt + Paving PO Box 3374 Des Moines, IA 50316	$915,737.43	
5)				
6)				

*Apparent Low Bidder

Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (none) Acknowledged
7) ____			
8) ____			
9) ____			
10) ____			
11) ____			
12) ____			
13) ____			

*Apparent Low Bidder

Bids will be reviewed and further action taken by the City Council at their next regular meeting of March 7, 2022 at 5:30 P.M.

Mark Mueller

Mark Mueller, Public Works Director

ATTEST:

Denise L. Hoy

Denise L. Hoy, City Clerk

Tab Sheet

PROJECT | SE Delaware Avenue HMA Widening

JEO PROJECT NO. | 201512.00

LOCATION | Ankeny, IA

					Engineer's Estimate		Grimes Asphalt & Paving		Des Moines Asphalt & Paving		InRoads LLC		Hawkeye Paving Corp	
Item #	Item Code	Description	Qty.	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	2101-0850001	CLEARING AND GRUBBING	0.04	ACRE	$1,500.00	$60.00	$34,125.00	$1,365.00	$32,875.00	$1,315.00	$28,000.00	$1,120.00	$80,000.00	$3,200.00
2	2101-0850002	CLEARING AND GRUBBING	3	UNIT	$30.00	$90.00	$455.00	$1,365.00	$439.00	$1,317.00	$600.00	$1,800.00	$105.00	$315.00
3	2102-2625001	EMBANKMENT-IN-PLACE, CONTRACTOR FURNISHED	1863	CY	$15.00	$27,945.00	$16.00	$29,808.00	$15.25	$28,410.75	$16.00	$29,808.00	$20.00	$37,260.00
4	2102-2710070	EXCAVATION, CLASS 10, ROADWAY AND BORROW	1807	CY	$15.00	$27,105.00	$10.50	$18,973.50	$10.25	$18,521.75	$11.00	$19,877.00	$20.00	$36,140.00
5	2105-8425015	TOPSOIL, STRIP, SALVAGE AND SPREAD	2020	CY	$10.00	$20,200.00	$13.00	$26,260.00	$12.25	$24,745.00	$12.50	$25,250.00	$20.00	$40,400.00
6	2107-0875000	COMPACTION WITH MOISTURE AND DENSITY CONTROL	1807	CY	$10.00	$18,070.00	$10.50	$18,973.50	$10.25	$18,521.75	$10.50	$18,973.50	$6.00	$10,842.00
7	2115-0100000	MODIFIED SUBBASE	849.2	CY	$45.00	$38,214.00	$73.50	$62,416.20	$71.00	$60,293.20	$80.00	$67,936.00	$90.00	$76,428.00
8	2121-7425020	GRANULAR SHOULDERS, TYPE B	527	TON	$30.00	$15,810.00	$46.50	$24,505.50	$29.25	$15,414.75	$55.00	$28,985.00	$46.00	$24,242.00
9	2123-7450020	SHOULDER FINISHING, EARTH	3.6	STA	$300.00	$1,080.00	$945.00	$3,402.00	$910.00	$3,276.00	$1,000.00	$3,600.00	$400.00	$1,440.00
10	2213-2713300	EXCAVATION, CLASS 13, FOR WIDENING	53	CY	$15.00	$795.00	$22.25	$1,179.25	$21.25	$1,126.25	$22.00	$1,166.00	$20.00	$1,060.00
11	2213-6745500	REMOVAL OF CURB	3.6	STA	$3,000.00	$10,800.00	$1,470.00	$5,292.00	$1,415.00	$5,094.00	$1,500.00	$5,400.00	$1,000.00	$3,600.00
12	2214-5145150	PAVEMENT SCARIFICATION	4865	SY	$12.00	$58,380.00	$3.00	$14,595.00	$5.00	$24,325.00	$5.00	$24,325.00	$3.00	$14,595.00
13	2301-6911722	PORTLAND CEMENT CONCRETE PAVEMENT SAMPLES	1	LS	$2,000.00	$2,000.00	$2,500.00	$2,500.00	$2,525.00	$2,525.00	$3,250.00	$3,250.00	$5,000.00	$5,000.00
14	2303-1031750	HOT MIX ASPHALT HIGH TRAFFIC, BASE COURSE, 3/4 IN. MIX	1563.5	TON	$45.00	$70,357.50	$45.00	$70,357.50	$53.00	$82,865.50	$63.00	$98,500.50	$45.00	$70,357.50
15	2303-1032500	HOT MIX ASPHALT HIGH TRAFFIC, INTERMEDIATE COURSE, 1/2 IN. MIX	863.7	TON	$45.00	$38,866.50	$45.00	$38,866.50	$63.00	$54,413.10	$63.00	$54,413.10	$45.00	$38,866.50
16	2303-1033500	COURSE, 1/2 IN. MIX, NO SPECIAL FRICTION REQUIREMENT	896	TON	$45.00	$40,320.00	$45.00	$40,320.00	$63.00	$56,448.00	$63.00	$56,448.00	$45.00	$40,320.00
17	2303-1258283	ASPH BINDER, PG 58-28H, HIGH TRAFFIC	199.3	TON	$550.00	$109,615.00	$663.40	$132,215.62	$688.20	$137,158.26	$690.00	$137,517.00	$670.00	$133,531.00
18	2315-8275025	SURFACING, DRIVEWAY, CLASS A CRUSHED STONE	18	TON	$25.00	$450.00	$58.00	$1,044.00	$35.50	$639.00	$65.00	$1,170.00	$40.00	$720.00
19	2416-0100024	APRONS, CONCRETE, 24 IN. DIA.	8	EACH	$2,000.00	$16,000.00	$3,412.50	$27,300.00	$3,285.00	$26,280.00	$3,550.00	$28,400.00	$3,300.00	$26,400.00
20	2416-0102224	APRON, LOW CLEARANCE CONCRETE, EQUIVALENT DIAMETER 24 IN.	2	EACH	$2,500.00	$5,000.00	$3,675.00	$7,350.00	$3,550.00	$7,100.00	$3,675.00	$7,350.00	$4,000.00	$8,000.00
21	2416-1190224	CULVERT, LOW CLEARANCE CONCRETE ENTRANCE PIPE, EQ. DIAMETER 24 IN.	42	LF	$100.00	$4,200.00	$136.50	$5,733.00	$132.00	$5,544.00	$150.00	$6,300.00	$330.00	$13,860.00
22	2435-0140600	MANHOLE, STORM SEWER, SW-406	1	EACH	$5,000.00	$5,000.00	$6,300.00	$6,300.00	$6,065.00	$6,065.00	$6,300.00	$6,300.00	$9,000.00	$9,000.00
23	2435-0250100	INTAKE, SW-501	1	EACH	$5,000.00	$5,000.00	$4,200.00	$4,200.00	$4,045.00	$4,045.00	$4,200.00	$4,200.00	$6,100.00	$6,100.00
24	2435-0251300	INTAKE, SW-512, 30 IN.	2	EACH	$3,500.00	$7,000.00	$3,150.00	$6,300.00	$3,035.00	$6,070.00	$3,150.00	$6,300.00	$4,400.00	$8,800.00
25	2435-0600010	MANHOLE ADJUSTMENT, MINOR	1	EACH	$1,500.00	$1,500.00	$1,995.00	$1,995.00	$1,920.00	$1,920.00	$2,000.00	$2,000.00	$3,000.00	$3,000.00
26	2502-8212036	SUBDRAIN, LONGITUDINAL, (SHOULDER) 6 IN. DIA.	2945	LF	$10.00	$29,450.00	$25.25	$74,361.25	$24.25	$71,416.25	$25.00	$73,625.00	$26.00	$76,570.00
27	2502-8221303	SUBDRAIN OUTLET, DR-303	1	EACH	$550.00	$550.00	$525.00	$525.00	$506.00	$506.00	$525.00	$525.00	$1,500.00	$1,500.00
28	2502-8221305	SUBDRAIN OUTLET, DR-305	15	EACH	$550.00	$8,250.00	$577.50	$8,662.50	$556.00	$8,340.00	$580.00	$8,700.00	$600.00	$9,000.00
29	2503-0114224	STORM SWR G-MAIN,TRENCHED, RCP 2000D,24"	258	LF	$100.00	$25,800.00	$94.50	$24,381.00	$91.00	$23,478.00	$95.00	$24,510.00	$180.00	$46,440.00
30	2503-0114230	STORM SWR G-MAIN,TRENCHED, RCP 2000D,30"	6	LF	$125.00	$750.00	$210.00	$1,260.00	$203.00	$1,218.00	$210.00	$1,260.00	$400.00	$2,400.00
31	2503-0200036	REMOVE STORM SEWER PIPE LESS THAN OR EQUAL TO 36 IN.	361	LF	$30.00	$10,830.00	$21.00	$7,581.00	$20.25	$7,310.25	$21.00	$7,581.00	$30.00	$10,830.00
32	2507-3250005	ENGINEERING FABRIC	127	SY	$5.00	$635.00	$5.25	$666.75	$5.25	$666.75	$5.50	$698.50	$12.00	$1,524.00
33	2507-8029000	EROSION STONE	90	TON	$60.00	$5,400.00	$63.00	$5,670.00	$61.00	$5,490.00	$63.00	$5,670.00	$80.00	$7,200.00
34	2510-6745850	REMOVAL OF PAVEMENT	688.5	SY	$10.00	$6,885.00	$11.00	$7,573.50	$10.25	$7,057.13	$10.50	$7,229.25	$28.00	$19,278.00
35	2510-6750600	REMOVAL OF INTAKES AND UTILITY ACCESSES	1	EACH	$750.00	$750.00	$1,050.00	$1,050.00	$1,015.00	$1,015.00	$1,100.00	$1,100.00	$1,200.00	$1,200.00
36	2511-6745900	REMOVAL OF SIDEWALK	64.7	SY	$10.00	$647.00	$26.25	$1,698.38	$25.25	$1,633.68	$27.00	$1,746.90	$26.00	$1,682.20
37	2511-7526005	SIDEWALK, P.C. CONCRETE, 5 IN.	293.3	SY	$60.00	$17,598.00	$56.00	$16,424.80	$70.75	$20,750.98	$62.00	$18,184.60	$125.00	$36,662.50
38	2511-7526006	SIDEWALK, P.C. CONCRETE, 6 IN.	52.1	SY	$65.00	$3,386.50	$120.00	$6,252.00	$102.00	$5,314.20	$70.00	$3,647.00	$150.00	$7,815.00
39	2511-7528101	DETECTABLE WARNINGS	64	SF	$50.00	$3,200.00	$64.00	$4,096.00	$56.00	$3,584.00	$53.00	$3,392.00	$75.00	$4,800.00
40	2515-2475008	DRIVEWAY, P.C. CONCRETE, 8 IN.	508.2	SY	$85.00	$43,197.00	$78.00	$39,639.60	$78.50	$39,893.70	$66.00	$33,541.20	$125.00	$63,525.00
41	2515-6745600	REMOVAL OF PAVED DRIVEWAY	680.5	SY	$15.00	$10,207.50	$11.00	$7,485.50	$10.25	$6,975.13	$11.00	$7,485.50	$14.00	$9,527.00
42	2524-6765010	REMOVE AND REINSTALL SIGN AS PER PLAN	3	EACH	$250.00	$750.00	$211.00	$633.00	$305.00	$915.00	$200.00	$600.00	$200.00	$600.00
43	2524-9275100	WOOD POSTS FOR TYPE A OR B SIGNS, 4 IN. X 4 IN.	112	LF	$30.00	$3,360.00	$16.00	$1,792.00	$22.25	$2,492.00	$15.00	$1,680.00	$15.00	$1,680.00
44	2524-9325001	TYPE A SIGNS, SHEET ALUMINUM	34	SF	$20.00	$680.00	$32.00	$1,088.00	$20.25	$688.50	$30.00	$1,020.00	$30.00	$1,020.00
45	2527-9263109	PAINTED PAVEMENT MARKINGS, WATERBORNE OR SOLVENT-BASED	56.32	STA	$20.00	$1,126.40	$74.75	$4,209.92	$42.50	$2,393.60	$71.00	$3,998.72	$71.00	$3,998.72
46	2527-9263117	PAINTED PAVEMENT MARKINGS, DURABLE	60.93	STA	$120.00	$7,311.60	$95.00	$5,788.35	$75.75	$4,615.45	$90.00	$5,483.70	$90.00	$5,483.70
47	2527-9263143	PAINTED SYMBOLS AND LEGENDS, DURABLE	6	EACH	$150.00	$900.00	$158.00	$948.00	$305.00	$1,830.00	$150.00	$900.00	$150.00	$900.00
48	2527-9263180	PAVEMENT MARKINGS REMOVED	53.02	STA	$250.00	$13,255.00	$42.00	$2,226.84	$71.00	$3,764.42	$40.00	$2,120.80	$40.00	$2,120.80
49	2527-9270111	GROOVES CUT FOR PAVEMENT MARKINGS	49.91	STA	$65.00	$3,244.15	$37.00	$1,846.67	$50.50	$2,520.46	$35.00	$1,746.85	$35.00	$1,746.85
50	2527-9270120	GROOVES CUT FOR SYMBOLS AND LEGENDS	6	EACH	$250.00	$1,500.00	$105.00	$630.00	$171.00	$1,026.00	$100.00	$600.00	$100.00	$600.00
51	2528-8445110	TRAFFIC CONTROL	1	LS	$15,000.00	$15,000.00	$9,900.00	$9,900.00	$17,600.00	$17,600.00	$42,500.00	$42,500.00	$22,000.00	$22,000.00
52	2528-9290050	PORTABLE DYNAMIC MESSAGE SIGN (PDMS)	20	CDAY	$150.00	$3,000.00	$158.00	$3,160.00	$152.00	$3,040.00	$150.00	$3,000.00	$150.00	$3,000.00
53	2533-4980005	MOBILIZATION	1	LS	$60,210.85	$60,210.85	$54,550.00	$54,550.00	$64,000.00	$64,000.00	$87,588.00	$87,588.00	$50,000.00	$50,000.00
54	2552-0000300	TRENCH COMPACTION TESTING	1	LS	$4,000.00	$4,000.00	$3,700.00	$3,700.00	$3,805.00	$3,805.00	$3,675.00	$3,675.00	$2,000.00	$2,000.00
55	2554-0212040	VALVE BOX ADJUSTMENT, MINOR	1	EACH	$500.00	$500.00	$315.00	$315.00	$305.00	$305.00	$315.00	$315.00	$1,000.00	$1,000.00
56	2554-0214000	FIRE HYDRANT ADJUSTMENT	3	EACH	$2,500.00	$7,500.00	$1,575.00	$4,725.00	$1,550.00	$4,650.00	$2,425.00	$7,275.00	$5,500.00	$16,500.00
57	2599-9999010	TEMPORARY ACCESS DRIVE	1	LS	$10,000.00	$10,000.00	$14,700.00	$14,700.00	$16,900.00	$16,900.00	$21,225.00	$21,225.00	$12,000.00	$12,000.00
58	2599-9999018	PORTLAND CEMENT CONCRETE PAVEMENT WIDENING, 10.5 IN.	392.6	SY	$80.00	$31,408.00	$75.00	$29,445.00	$102.00	$40,045.20	$110.00	$43,186.00	$150.00	$58,890.00
59	2601-2634100	MULCHING, BONDED FIBER MATRIX	3.2	ACRE	$3,000.00	$9,600.00	$2,950.00	$9,440.00	$2,900.00	$9,280.00	$2,800.00	$8,960.00	$3,000.00	$9,600.00
60	2601-2636043	SEEDING AND FERTILIZING (RURAL)	1.6	ACRE	$1,500.00	$2,400.00	$1,100.00	$1,760.00	$1,065.00	$1,704.00	$1,050.00	$1,680.00	$2,400.00	$3,840.00
61	2601-2642100	STABILIZING CROP - SEEDING AND FERTILIZING	1.6	ACRE	$1,500.00	$2,400.00	$158.00	$252.80	$152.00	$243.20	$150.00	$240.00	$500.00	$800.00
62	2602-0000020	SILT FENCE	1580	LF	$1.50	$2,370.00	$2.00	$3,160.00	$1.80	$2,844.00	$1.75	$2,765.00	$1.50	$2,370.00
63	2602-0000030	SILT FENCE FOR DITCH CHECKS	400	LF	$1.50	$600.00	$2.00	$800.00	$1.80	$720.00	$1.75	$700.00	$2.00	$800.00

					Engineer's Estimate		Grimes Asphalt & Paving		Des Moines Asphalt & Paving		InRoads LLC		Hawkeye Paving Corp	
64	2602-0000071	REMOVAL OF SILT FENCE OR SILT FENCE FOR DITCH CHECKS	1980	LF	$1.00	$1,980.00	$0.10	$198.00	$0.15	$297.00	$0.10	$198.00	$0.10	$198.00
65	2602-0000312	PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 12 IN. DIA.	60	LF	$3.00	$180.00	$3.00	$180.00	$2.80	$168.00	$2.75	$165.00	$4.00	$240.00
66	2602-0000351	REMOVAL OF PERIMETER AND SLOPE OR DITCH CHECK SEDIMENT CONTROL DEVICE	60	LF	$0.50	$30.00	$0.50	$30.00	$0.50	$30.00	$0.35	$21.00	$1.00	$60.00
67	2602-0000530	GRATE INTAKE SEDIMENT FILTER BAG	1	EACH	$150.00	$150.00	$211.00	$211.00	$205.00	$205.00	$200.00	$200.00	$125.00	$125.00
68	2602-0000540	MAINTENANCE OF GRATE INTAKE SEDIMENT FILTER BAG	2	EACH	$50.00	$100.00	$37.00	$74.00	$40.00	$80.00	$35.00	$70.00	$10.00	$20.00
69	2602-0000550	REMOVAL OF GRATE INTAKE SEDIMENT FILTER BAG	1	EACH	$50.00	$50.00	$30.00	$30.00	$30.00	$30.00	$25.00	$25.00	$10.00	$10.00
TOTAL AMOUNT BID						$875,000.00		$915,737.43		$984,274.21		$1,081,223.12		$1,115,033.77

Council Member _____ introduced the following Resolution entitled "RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE SE DELAWARE AVENUE HMA WIDENING", and moved:

☒ that the Resolution be adopted.

☐ ADJOURN to permit the Engineer to review and make recommendation on said bids, therefore defer action on the Resolution to the meeting to be held at _____ _____.M. on _____, 2022, at this place.

Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE SE DELAWARE AVENUE HMA WIDENING

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ANKENY, STATE OF IOWA:

Section 1. That the following bid for the construction of certain public improvements described in general as the SE Delaware Avenue HMA Widening, described in the plans and specifications heretofore adopted by this Council on March 7, 2022, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

Contractor: **Grimes Asphalt & Paving Corp** of **Des Moines, Iowa**

Amount of bid: $**915,737.43**

Portion of project: All construction work

Section 2. That the Mayor and Clerk are hereby directed to execute the contract with the contractor for the construction of the public improvements, such contract not to be binding on the City until approved by this Council.

PASSED AND APPROVED this 7th day of March, 2022.

_____
Mayor

ATTEST:

_____
City Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND FOR THE SE DELAWARE AVENUE HMA WIDENING", and moved its adoption. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND FOR THE SE DELAWARE AVENUE HMA WIDENING

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ANKENY, STATE OF IOWA:

That the construction contract and bond executed and insurance coverage for the construction of certain public improvements described in general as the SE Delaware Avenue HMA Widening, and as described in detail in the plans and specifications heretofore approved, and which have been signed by the Mayor and Clerk on behalf of the City be and the same are hereby approved as follows:

Contractor: **Grimes Asphalt & Paving Corp** of **Des Moines, Iowa**

Amount of bid: **$915,737.43**

Bond surety: _____

Date of bond: _____

Portion of project: All construction work

PASSED AND APPROVED this **7th** day of **March**, 2022.

_____
Mayor

ATTEST:

_____
City Clerk

CONTRACT

THIS CONTRACT, made and entered into at **Ankeny, Iowa** this 7th day of March, 2022, by and between the **City of Ankeny, Iowa** by its **Mayor**, upon order of its **City Council** hereinafter called the "Jurisdiction," and Grimes Asphalt and Paving Corporation, hereinafter called the "Contractor."

WITNESSETH:

The Contractor hereby agrees to complete the work comprising the below referenced improvements as specified in the Contract Documents, which are officially on file with the Jurisdiction, in the office of the **City Clerk**. This Contract includes all Contract Documents. The work under this Contract shall be constructed in accordance with the SUDAS Standard Specifications, Most Recent Edition, and as further modified by the Supplemental Specifications and Special Provisions included in said Contract Documents. 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: Bid Items, Quantities, and Prices, which were proposed by the Contractor in its Proposal submitted in accordance with the Notice to Bidders and Notice of Public Hearing for the following described improvements:

SE DELAWARE AVENUE HMA WIDENING

The SE Delaware Avenue HMA Widening project includes the widening of SE Delaware Avenue from SE 72nd Street to SE 66th Street. This project also includes the milling and Hot Mix Asphalt (HMA) overlay of the existing travel lanes within the same limits.

The improvements include approximately 3,400 TONS of HMA, 4,850 SY of pavement scarification, 400 SY of PCC pavement widening, 2,900 LF of subdrain, 250 LF of storm sewer, storm sewer intake structures, earthwork, subgrade preparation, modified subbase, sidewalk, removal and replacement of driveways, pavement markings, traffic control, mobilization, and miscellaneous associated work necessary to complete the project.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of Nine Hundred Fifteen Thousand, Seven Hundred Thirty-Seven and 43/100 DOLLARS ($915,737.43), which amount shall constitute the required amount of the Performance, Payment, and Maintenance Bond. The Contractor hereby agrees to commence work under this Contract on or before a date to be specified in a written Notice to Proceed by the Jurisdiction; and to complete the project as described in the Notice to Bidders and Notice of Public Hearing as noted below:

The Contractor shall fully complete the overall project within **eighty (80) working days.** Full completion for the overall project shall be defined as all final surface restoration, grading, utility, and pavement construction completed, with the new streets, driveways, and sidewalks fully open to traffic, and all improvements ready for final acceptance. Certain elements of the project require weekend work **and working days will be charged on Saturdays and Sundays that are worked**. Should the Contractor fail to fully complete the work within this timeframe, liquidated damages of **One Thousand Dollars ($1,000.00) per calendar day** will be assessed for work not fully completed within the designated Contract term(s).

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

JURISDICTION:

By: _____

(Seal)
ATTEST:

_____

CONTRACTOR:

Grimes Asphalt and Paving Corporation
Contractor

By: _____
Signature

General Manager
Title

5550 NE 22nd St.
Street Address

Des Moines, IA 50316
City, State, Zip Code

515-266-5173
Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration Number 84880-03 issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.

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 Iowa Department of Workforce Development. 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 is 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 Iowa Code, or as amended, governing foreign corporations.

NOTE:

1. **All signatures on this Contract must be original signatures in ink; copies, facsimiles, or electronic signatures will not be accepted.**

CORPORATE ACKNOWLEDGEMENT

State of Iowa)
) SS
Polk County)

On this 3rd day of March, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Mike Yonker and _____, to me known, who, being by me duly sworn, did say that they are the General Manager, and _____, respectively, of the corporation executing the foregoing instrument; that (no seal has been procured by) (the seal affixed thereto is the seal of) the corporation; that said instrument was signed (and sealed) on behalf of the corporation by authority of this Board of Directors; that Mike Yonker and _____ acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

NOTARIAL SEAL IOWA
JOANN WRIGHT
Commission Number 223207
My Commission Expires
June 23, 2023

JoAnn Wright
Notary Public in and for the State of Iowa
My commission expires 6-23, 2023

PARTNERSHIP ACKNOWLEDGEMENT

State of _____)
) SS
_____ County)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ to me personally known, who being by me duly sworn, did say that the person is one of the partners of _____, a partnership, and that the instrument was signed on behalf of the partnership by authority of the partners and the partner acknowledged the execution of the instrument to be the voluntary act and deed of the partnership by it and by the partner voluntarily executed.

_____
Notary Public in and for the State of _____
My commission expires _____, 20____

INDIVIDUAL ACKNOWLEDGEMENT

State of _____)
) SS
_____ County)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ and _____, to me known to be the identical person(s) named in and who executed the foregoing instrument, and acknowledged that (he) (she) (they) executed the instrument as (his) (her) (their) voluntary act and deed.

_____
Notary Public in and for the State of _____
My commission expires _____, 20____

LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT

State of _____)
) SS
_____ County)

On this _____ day of _____, 20____, before me a Notary Public in and for said county, personally appeared _____, to me personally known, who being by me duly sworn did say that person is _____ of said _____, 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 _____, by authority of its managers and the said _____ acknowledged the execution of said instrument to be the voluntary act and deed of said _____, by it voluntarily executed.

_____
Notary Public in and for the State of _____
My commission expires _____, 20____

CONTRACT ATTACHMENT: BID ITEMS, QUANTITIES, AND PRICES

This Contract is awarded and executed for completion of the work specified in the Contract Documents for the bid prices tabulated below as proposed by the Contractor in its Proposal submitted in accordance with the Notice to Bidders and Notice of Public Hearing. All quantities are subject to revision by the Jurisdiction. Quantity changes that amount to twenty percent (20%) or less of the amount bid shall not affect the unit bid price.

ITEM NO.	ITEM CODE	BID ITEM	UNIT	TOTAL	UNIT PRICE	TOTAL PRICE
1	2101-0850001	CLEARING AND GRUBBING	ACRE	0.04	$34,125.00	$1,365.00
2	2101-0850002	CLEARING AND GRUBBING	UNIT	3	$455.00	$1,365.00
3	2102-2625001	EMBANKMENT-IN-PLACE, CONTRACTOR FURNISHED	CY	1863	$16.00	$29,808.00
4	2102-2710070	EXCAVATION, CLASS 10, ROADWAY AND BORROW	CY	1807	$10.50	$18,973.50
5	2105-8425015	TOPSOIL, STRIP, SALVAGE AND SPREAD	CY	2020	$13.00	$26,260.00
6	2107-0875000	COMPACTION WITH MOISTURE AND DENSITY CONTROL	CY	1807	$10.50	$18,973.50
7	2115-0100000	MODIFIED SUBBASE	CY	849.2	$73.50	$62,416.20
8	2121-7425020	GRANULAR SHOULDERS, TYPE B	TON	527	$46.50	$24,505.50
9	2123-7450020	SHOULDER FINISHING, EARTH	STA	3.6	$945.00	$3,402.00
10	2213-2713300	EXCAVATION, CLASS 13, FOR WIDENING	CY	53	$22.25	$1,179.25
11	2213-6745500	REMOVAL OF CURB	STA	3.6	$1,470.00	$5,292.00
12	2214-5145150	PAVEMENT SCARIFICATION	SY	4865	$3.00	$14,595.00
13	2301-6911722	PORTLAND CEMENT CONCRETE PAVEMENT SAMPLES	LS	1	$2,500.00	$2,500.00
14	2303-1031750	HOT MIX ASPHALT HIGH TRAFFIC, BASE COURSE, 3/4 IN. MIX	TON	1563.5	$45.00	$70,357.50
15	2303-1032500	HOT MIX ASPHALT HIGH TRAFFIC, INTERMEDIATE COURSE, 1/2 IN. MIX	TON	863.7	$45.00	$38,866.50
16	2303-1033500	HOT MIX ASPHALT HIGH TRAFFIC, SURFACE COURSE, 1/2 IN. MIX, NO SPECIAL FRICTION REQUIREMENT	TON	896.0	$45.00	$40,320.00
17	2303-1258283	ASPH BINDER, PG 58-28H, HIGH TRAFFIC	TON	199.3	$663.40	$132,215.62

ITEM NO.	ITEM CODE	BID ITEM	UNIT	TOTAL	UNIT PRICE	TOTAL PRICE
18	2315-8275025	SURFACING, DRIVEWAY, CLASS A CRUSHED STONE	TON	18	$58.00	$1,044.00
19	2416-0100024	APRONS, CONCRETE, 24 IN. DIA.	EACH	8	$3,412.50	$27,300.00
20	2416-0102224	APRON, LOW CLEARANCE CONCRETE, EQUIVALENT DIAMETER 24 IN.	EACH	2	$3,675.00	$7,350.00
21	2416-1190224	CULVERT, LOW CLEARANCE CONCRETE ENTRANCE PIPE, EQ. DIAMETER 24 IN.	LF	42	$136.50	$5,733.00
22	2435-0140600	MANHOLE, STORM SEWER, SW-406	EACH	1	$6,300.00	$6,300.00
23	2435-0250100	INTAKE, SW-501	EACH	1	$4,200.00	$4,200.00
24	2435-0251300	INTAKE, SW-512, 30 IN.	EACH	2	$3,150.00	$6,300.00
25	2435-0600010	MANHOLE ADJUSTMENT, MINOR	EACH	1	$1,995.00	$1,995.00
26	2502-8212036	SUBDRAIN, LONGITUDINAL, (SHOULDER) 6 IN. DIA.	LF	2945	$25.25	$74,361.25
27	2502-8221303	SUBDRAIN OUTLET, DR-303	EACH	1	$525.00	$525.00
28	2502-8221305	SUBDRAIN OUTLET, DR-305	EACH	15	$577.50	$8,662.50
29	2503-0114224	STORM SWR G-MAIN,TRENCHED, RCP 2000D,24"	LF	258	$94.50	$24,381.00
30	2503-0114230	STORM SWR G-MAIN,TRENCHED, RCP 2000D,30"	LF	6	$210.00	$1,260.00
31	2503-0200036	REMOVE STORM SEWER PIPE LESS THAN OR EQUAL TO 36 IN.	LF	361	$21.00	$7,581.00
32	2507-3250005	ENGINEERING FABRIC	SY	127	$5.25	$666.75
33	2507-8029000	EROSION STONE	TON	90	$63.00	$5,670.00
34	2510-6745850	REMOVAL OF PAVEMENT	SY	688.5	$11.00	$7,573.50
35	2510-6750600	REMOVAL OF INTAKES AND UTILITY ACCESSES	EACH	1	$1,050.00	$1,050.00
36	2511-6745900	REMOVAL OF SIDEWALK	SY	64.7	$26.25	$1,698.38
37	2511-7526005	SIDEWALK, P.C. CONCRETE, 5 IN.	SY	293.3	$56.00	$16,424.80
38	2511-7526006	SIDEWALK, P.C. CONCRETE, 6 IN.	SY	52.1	$120.00	$6,252.00
39	2511-7528101	DETECTABLE WARNINGS	SF	64	$64.00	$4,096.00
40	2515-2475008	DRIVEWAY, P.C. CONCRETE, 8 IN.	SY	508.2	$78.00	$39,639.60
41	2515-6745600	REMOVAL OF PAVED DRIVEWAY	SY	680.5	$11.00	$7,485.50

ITEM NO.	ITEM CODE	BID ITEM	UNIT	TOTAL	UNIT PRICE	TOTAL PRICE
42	2524-6765010	REMOVE AND REINSTALL SIGN AS PER PLAN	EACH	3	$211.00	$633.00
43	2524-9275100	WOOD POSTS FOR TYPE A OR B SIGNS, 4 IN. X 4 IN.	LF	112	$16.00	$1,792.00
44	2524-9325001	TYPE A SIGNS, SHEET ALUMINUM	SF	34	$32.00	$1,088.00
45	2527-9263109	PAINTED PAVEMENT MARKINGS, WATERBORNE OR SOLVENT-BASED	STA	56.32	$74.75	$4,209.92
46	2527-9263117	PAINTED PAVEMENT MARKINGS, DURABLE	STA	60.93	$95.00	$5,788.35
47	2527-9263143	PAINTED SYMBOLS AND LEGENDS, DURABLE	EACH	6	$158.00	$948.00
48	2527-9263180	PAVEMENT MARKINGS REMOVED	STA	53.02	$42.00	$2,226.84
49	2527-9270111	GROOVES CUT FOR PAVEMENT MARKINGS	STA	49.91	$37.00	$1,846.67
50	2527-9270120	GROOVES CUT FOR SYMBOLS AND LEGENDS	EACH	6	$105.00	$630.00
51	2528-8445110	TRAFFIC CONTROL	LS	1	$9,900.00	$9,900.00
52	2528-9290050	PORTABLE DYNAMIC MESSAGE SIGN (PDMS)	CDAY	20	$158.00	$3,160.00
53	2533-4980005	MOBILIZATION	LS	1	$54,550.00	$54,550.00
54	2552-0000300	TRENCH COMPACTION TESTING	LS	1	$3,700.00	$3,700.00
55	2554-0212040	VALVE BOX ADJUSTMENT, MINOR	EACH	1	$315.00	$315.00
56	2554-0214000	FIRE HYDRANT ADJUSTMENT	EACH	3	$1,575.00	$4,725.00
57	2599-9999010	TEMPORARY ACCESS DRIVE	LS	1	$14,700.00	$14,700.00
58	2599-9999018	PORTLAND CEMENT CONCRETE PAVEMENT WIDENING, 10.5 IN.	SY	392.6	$75.00	$29,445.00
59	2601-2634100	MULCHING, BONDED FIBER MATRIX	ACRE	3.2	$2,950.00	$9,440.00
60	2601-2636043	SEEDING AND FERTILIZING (RURAL)	ACRE	1.6	$1,100.00	$1,760.00
61	2601-2642100	STABILIZING CROP - SEEDING AND FERTILIZING	ACRE	1.6	$158.00	$252.80
62	2602-0000020	SILT FENCE	LF	1580	$2.00	$3,160.00
63	2602-0000030	SILT FENCE FOR DITCH CHECKS	LF	400	$2.00	$800.00
64	2602-0000071	REMOVAL OF SILT FENCE OR SILT FENCE FOR DITCH CHECKS	LF	1980	$0.10	$198.00

ITEM NO.	ITEM CODE	BID ITEM	UNIT	TOTAL	UNIT PRICE	TOTAL PRICE
65	2602-0000312	PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 12 IN. DIA.	LF	60	$3.00	$180.00
66	2602-0000351	REMOVAL OF PERIMETER AND SLOPE OR DITCH CHECK SEDIMENT CONTROL DEVICE	LF	60	$0.50	$30.00
67	2602-0000530	GRATE INTAKE SEDIMENT FILTER BAG	EACH	1	$211.00	$211.00
68	2602-0000540	MAINTENANCE OF GRATE INTAKE SEDIMENT FILTER BAG	EACH	2	$37.00	$74.00
69	2602-0000550	REMOVAL OF GRATE INTAKE SEDIMENT FILTER BAG	EACH	1	$30.00	$30.00

TOTAL BID AMOUNT = $915,737.43

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, Grimes Asphalt and Paving Corporation, as Principal (hereinafter the "Contractor" or "Principal") and Western Surety Company, as Surety, are held and firmly bound unto the **City of Ankeny, Iowa**, as Obligee, (hereinafter referred to as 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 Nine Hundred Fifteen Thousand, Seven Hundred Thirty-Seven and 43/100 DOLLARS ($915,737.43), 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 or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Jurisdiction, bearing date the 7th day of March, 2022, (hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

SE DELAWARE AVENUE HMA WIDENING

The SE Delaware Avenue HMA Widening project includes the widening of SE Delaware Avenue from SE 72nd Street to SE 66th Street. This project also includes the milling and Hot Mix Asphalt (HMA) overlay of the existing travel lanes within the same limits.

The improvements include approximately 3,400 TONS of HMA, 4,850 SY of pavement scarification, 400 SY of PCC pavement widening, 2,900 LF of subdrain, 250 LF of storm sewer, storm sewer intake structures, earthwork, subgrade preparation, modified subbase, sidewalk, removal and replacement of driveways, pavement markings, traffic control, mobilization, and miscellaneous associated work necessary to complete the project.

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 Contract Documents.

It is expressly understood and agreed by the Contractor and Surety in this Bond that the following provisions are a part of this Bond and are binding upon said 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 said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, 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 the Surety on this Bond are hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, 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 to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.

3. MAINTENANCE: The Contractor and the Surety on this Bond hereby agree, at their own expense:

   A. To 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)** years from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;

   B. To keep all work in continuous good repair; and

   C. To pay the Jurisdiction's reasonable costs of monitoring and inspecting to assure that any defects are remedied, and to repair 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.

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, which thereby 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 (20%) 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 the liquidated damage penalty is being charged against the Contractor.

   D. 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.

E. 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 where 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, attorney's 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.

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 incurring to the benefit of the Jurisdiction, the Contractor and the Surety agree, jointly and severally, to pay the Jurisdiction all outlay and expense incurred therefore 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 Surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said 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 phase 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 3rd day of March, 20 22.

Surety Countersigned By:

N/A
Signature of Agent

Printed Name of Agent

Company Name

Company Address

City, State, Zip Code

Company Telephone Number

PRINCIPAL:

Grimes Asphalt and Paving Corp.
Contractor

By: _____
Signature

Michael J. Yonker, General Manager
Title

SURETY:

Western Surety Company
Surety Company

By: _____
Signature Attorney-in-Fact Officer

Joshua R. Loftis, Attorney-in-Fact
Printed Name of Attorney-in-Fact Officer

CSDZ, LLC
Company Name

225 South Sixth Street, Suite 1900
Company Address

Minneapolis, MN 55402
City, State, Zip Code

612-349-2400
Company Telephone Number

NOTE:

1. **All signatures on this Performance, Payment, and Maintenance Bond must be original signatures in ink; copies, facsimiles, or electronic signatures will not be accepted.**

2. **This Bond must be sealed with the Surety's raised, embossing 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 of Power or Attorney accompanying this Bond.**

CORPORATE ACKNOWLEDGMENT

State of Iowa)
) ss
County of Polk)

On this 3rd day of March 2022, before me appeared Michael J. Yonker, to me personally known, who, being by me duly sworn, did say that he/she is the General Manager of Grimes Asphalt and Paving Corp., a corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was executed in behalf of said corporation by authority of its Board of Directors, and that said Michael J. Yonker acknowledged said instrument to be the free act and deed of said corporation.

JOANN WRIGHT
Commission Number 223207
My Commission Expires
June 23, 2023

JoAnn Wright
Notary Public Polk County, Iowa
My commission expires 6-23-23

SURETY ACKNOWLEDGMENT

State of Minnesota)
) ss
County of Hennepin)

On this 3rd day of March 2022, before me appeared Joshua R. Loftis, to me personally know, who being by me duly sworn, did say that (s)he is the Attorney-in-Fact of Western Surety Company, a corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was executed in behalf of said corporation by authority of its Board of Directors; and that said Joshua R. Loftis acknowledged said instrument to be the free act and deed of said corporation.

LIN ULVEN
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2025

Notary Public Ramsey County, Minnesota
My commission expires 1/31/2025

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

R. W. Frank, Nicole Stillings, Rachel Thomas, Joshua R. Loftis, Ted Jorgensen, Sandra M. Engstrum, Melinda C. Blodgett, R. C. Bowman, Brian J. Oestreich, Lin Ulven, Emily White, Nathan Weaver, C. White, Individually

of Minneapolis, MN, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 21st day of December, 2021.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 21st day of December, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this **3rd** day of **March** . **2022**

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/3/2022

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
CSDZ, LLC
225 South Sixth Street, Suite 1900
Minneapolis MN 55402

CONTACT NAME: Amy Sanderson
PHONE (A/C, No, Ext): 612-349-2400 **FAX (A/C, No):** 612-349-2490
E-MAIL ADDRESS: asanderson@csdz.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Cincinnati Insurance Company	10677
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED GRIASPPC
Grimes Asphalt and Paving Corporation
PO Box 3333
Des Moines, IA 50313-2530

COVERAGES **CERTIFICATE NUMBER:** 983277814 **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	X COMMERCIAL GENERAL LIABILITY			EPP0431951	4/1/2021	4/1/2022	EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
	X Contr Liab Per						MED EXP (Any one person)	$ 10,000
	X Policy Form/XCU						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	[ ] POLICY [X] PRO-JECT [X] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	[ ] OTHER:							$
A	AUTOMOBILE LIABILITY			EPP0431951	4/1/2021	4/1/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB [X] OCCUR			EPP0431951	4/1/2021	4/1/2022	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 5,000,000
	[ ] DED X RETENTION $ 0							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A		EWC0431972	4/1/2021	4/1/2022	X PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						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)
SE Delaware Avenue HMA Widening

Additional Insured only if required by written contract with respect to General Liability, Automobile Liability and Umbrella/Excess Liability applies on a primary basis and the insurance of the additional insured shall be non-contributory: City of Ankeny, Iowa

The following supersedes the cancellation wording: Should any of the above described policies be cancelled before the expiration date, 30 Days written notice (10 Days for Non-Payment) will be delivered to the certificate holder.

CERTIFICATE HOLDER

City of Ankeny, Iowa
Ankeny City Hall
410 West First Street
Ankeny IA 50023

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

city of Ankeny
bringing it all together

SE Delaware Avenue HMA Widening
Map is for Locational Purposes Only.

W E S N

1 in = 400 ft
Date: 1/4/2021

PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

??

ANKENY CITY COUNCIL

City Council Agenda

March 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: ?? COUNCIL GOAL:

Public Works

Upgrade Essential Infrastructure

ACTION REQUESTED:

Public Hearing

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

PH 2022-23: Proposed 2022 PCC Pavement Preservation Program - SW State Street (Northbound Lanes)

EXECUTIVE SUMMARY:

The 2022 PCC Pavement Preservation Program – SW State Street (Northbound Lanes) project includes the partial depth repair patching and the crack and joint cleaning and filling of the northbound lanes of SW State Street from just north of SW Oralabor Road to just south of SW Ordnance Road in the City of Ankeny.

The construction improvements include the partial depth repair of approximately 5,250 SF of PCC pavement along with the cleaning and filling of approximately 30,000 LF of cracks and joints along the corridor. Other associated improvements include approximately 250 SY of full-depth PCC patching, temporary traffic control, portable dynamic message signs, mobilization, and miscellaneous associated work necessary to complete the project.

The bid opening for this project was held on Tuesday, March 1, 2022. Two (2) bids were received as follows:

1. Iowa Civil Contracting, Inc. $356,049.20

2. Hawkeye Paving Corp. $365,902.50

The Engineer's Estimate for the project was $385,025.00. The bids ranged from approximately 5% below to 8% below the estimate. Iowa Civil Contracting, Inc. completed the 2021 PCC Pavement Preservation Program - SW State Street (Southbound Lanes) project in 2021 for the City of Ankeny. It is recommended that the project be awarded to Iowa Civil Contracting, Inc. of Victor, Iowa.

Pending project approval and award by the City Council, the Contractor shall fully complete the entire project within forty (40) working days. The project shall begin no earlier than April 4, 2022 and no later than August 1, 2022.

FISCAL IMPACT: **??No**

This project is included in the current Capital Improvement Program with construction scheduled for 2022.

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the Council take the following action:

1. Hold a hearing on the proposed Contract Documents (plans, specifications, and form of contract), and estimated cost ($385,025.00).

2. Approve Resolution, adopting said plans, specifications, form of contract, and estimated cost for the 2022 PCC Pavement Preservation Program project.

3. Receive and file the report of bids received on March 1, 2022.

4. Approve Resolution, making award of construction contract to Iowa Civil Contracting, Inc. of Victor, Iowa.

5. Approve Resolution, approving contract and bonds with Iowa Civil Contracting, Inc. in the amount of $356,049.20.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

February 7, 2022: The City Council approved a Resolution ordering construction and setting the bid opening date as March 1, 2022, and setting the public hearing date as March 7, 2022.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to close Public Hearing 2022-23.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
PH Coversheet
RES - plans, specs
Bid Sheet
Bid Tabulation
RES - making award
RES - approving contract
Contract
Location map

PUBLIC HEARING 2022-23 **5:30 P.M.** **MARCH 7, 2022**

PROPOSED 2022 PCC PAVEMENT PRESERVATION – SW STATE STREET (NORTHBOUND LANES)

Mayor:

This is the time and place for a public hearing on the matter of the adoption of plans, specifications, form of contract and estimate of cost for construction of certain public improvements described in general as construction of the 2022 PCC Pavement Preservation Program – SW State Street (Northbound Lanes) project. Notice of this hearing was published in the Des Moines Register on the 18th day of February, 2022.

Mayor:

"HAS ANY WRITTEN CORRESPONDENCE BEEN RECEIVED FOR THIS HEARING?"

City Clerk:

None in the Clerk's Office

Mayor:

"I would like to request, at this time, Mark Mueller, Public Works Director, provide a report to the Council on said project."

After Report:

"Because this is a Public Hearing those wishing to be heard for or against the proposed project, please either approach the podium, or if you are attending electronically, raise your electronic hand, or press star 9 (*9). When you are called upon, give your name and address for the record."

After any comments from the audience, Mayor states: "We need to take the following action":

- Consider **MOTION** to close Public Hearing 2022-23.

Mayor announces that further consideration and action on this item will take place under "New Business", Agenda Item "J" later in the meeting.

Council Member _____ introduced the following Resolution entitled "RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE 2022 PCC PAVEMENT PRESERVATION PROGRAM - SW STATE STREET (NORTHBOUND LANES)", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE 2022 PCC PAVEMENT PRESERVATION PROGRAM - SW STATE STREET (NORTHBOUND LANES)

WHEREAS, on the **7th** day of **March**, 2022, plans, specifications, form of contract and estimate of cost were filed with the Clerk for the construction of certain public improvements described in general as the 2022 PCC Pavement Preservation Program - SW State Street (Northbound Lanes); and

WHEREAS, notice of hearing on plans, specifications, form of contract and estimate of cost for the public improvements was published as required by law.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ANKENY, STATE OF IOWA:

Section 1. That the plans, specifications, form of contract and estimate of cost are hereby approved as the plans, specifications, form of contract and estimate of cost for the public improvements, as described in the preamble of this Resolution.

PASSED AND APPROVED this 7th day of March, 2022.

_____

Mayor

ATTEST:

_____

City Clerk

city of Ankeny
bringing it all together

BID LETTING **10:30 A.M.** **MARCH 1, 2022**

2022 PCC PAVEMENT PRESERVATION PROGRAM – SW STATE STREET

The purpose of this meeting is to receive, open and tabulate bids for construction of the 2022 PCC Pavement Preservation Program – SW State Street project in accordance with the Plans and Specifications prepared by Ankeny Public Works.

Mark Mueller, Public Works Director

Project Estimate of Cost $385,025

	Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (one) Acknowledged
1)	✓	Hawkeye Paving Corp PO Box 849 Bettendorf, IA 52722	$365,902.50	✓
* 2)	✓	Iowa Civil Contracting PO Box Q Victor IA 52347	$356,049.20	✓
3)				
4)				
5)				
6)				

*Apparent Low Bidder

Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (one) Acknowledged
7) ____	_____	_____	_____
8) ____	_____	_____	_____
9) ____	_____	_____	_____
10) ____	_____	_____	_____
11) ____	_____	_____	_____
12) ____	_____	_____	_____
13) ____	_____	_____	_____

*Apparent Low Bidder

Bids will be reviewed and further action taken by the City Council at their next regular meeting of March 7, 2022 at 5:30 P.M.

Mark Mueller

Mark Mueller, Public Works Director

ATTEST:

Denise L. Hoy

Denise L. Hoy, City Clerk

Bid Tabulation

2022 PCC Pavement Preservation Program

SW State Street (Northbound Lanes)

March 1, 2022

				Engineer's Estimate			Iowa Civil Contracting, Inc.			Hawkeye Paving Corp.		
Item No.	**SUDAS No.**	**Item**	**Unit**	**Total**	**Unit Price**	**Total Price**	**Total**	**Unit Price**	**Total Price**	**Total**	**Unit Price**	**Total Price**
		STRUCTURES FOR SANITARY AND STORM SEWERS										
6.01	6010-E	Manhole Adjustment, Sanitary, Minor, SELFLEVEL Casting	EA	2	$2,500.00	$5,000.00	2	$3,300.00	$6,600.00	2	$4,200.00	$8,400.00
		STREETS AND RELATED WORK										
7.01	7040-A	Full Depth Patches, PCC Class C-SUD, 9" Thick	SY	220	$175.00	$38,500.00	220	$151.56	$33,343.20	220	$140.00	$30,800.00
7.02	7040-A	Full Depth Patches, PCC Class M (5 Hour) , 9" Thick	SY	32	$350.00	$11,200.00	32	$166.00	$5,312.00	32	$170.00	$5,440.00
7.03	7040-C	Partial Depth Patches, PCC, Iowa DOT Class C Patching Material	SF	4,900	$35.00	$171,500.00	4,900	$34.31	$168,119.00	4,900	$32.00	$156,800.00
7.04	7040-C	Partial Depth Patches, PCC, Iowa DOT Class A or B Patching Material	SF	325	$50.00	$16,250.00	325	$50.00	$16,250.00	325	$50.00	$16,250.00
7.05	7040-D	Crack and Joint Cleaning and Filling, Hot Pour	LF	30,275	$3.00	$90,825.00	30,275	$2.60	$78,715.00	30,275	$3.50	$105,962.50
		TRAFFIC CONTROL										
8.01	8020-B	Painted Pavement Markings, Waterborne	LF	300	$10.00	$3,000.00	300	$13.20	$3,960.00	300	$10.00	$3,000.00
8.02	8030-A	Temporary Traffic Control	LS	1	$15,000.00	$15,000.00	1	$15,000.00	$15,000.00	1	$20,000.00	$20,000.00
8.03	8030-999-A	Portable Dynamic Message Sign (PDMS)	CDAY	25	$250.00	$6,250.00	25	$110.00	$2,750.00	25	$150.00	$3,750.00
		MISCELLANEOUS										
11.01	11,020-A	Mobilization	LS	1	$25,000.00	$25,000.00	1	$25,000.00	$25,000.00	1	$15,000.00	$15,000.00
11.02	11,050-A	Concrete Washout, Collection Bags	LS	1	$2,500.00	$2,500.00	1	$1,000.00	$1,000.00	1	$500.00	$500.00
		TOTAL AMOUNT BID =				**$385,025.00**			**$356,049.20**			**$365,902.50**

Council Member _____ introduced the following Resolution entitled "RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE 2022 PCC PAVEMENT PRESERVATION PROGRAM - SW STATE STREET (NORTHBOUND LANES)", and moved:

☒ that the Resolution be adopted.

☐ ADJOURN to permit the Engineer to review and make recommendation on said bids, therefore defer action on the Resolution to the meeting to be held at _____ _____.M. on _____, 2022, at this place.

Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE 2022 PCC PAVEMENT PRESERVATION PROGRAM - SW STATE STREET (NORTHBOUND LANES)

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ANKENY, STATE OF IOWA:

Section 1. That the following bid for the construction of certain public improvements described in general as the 2022 PCC Pavement Preservation Program - SW State Street (Northbound Lanes), described in the plans and specifications heretofore adopted by this Council on March 7, 2022, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

Contractor: **Iowa Civil Contracting, Inc.** of **Victor, Iowa**

Amount of bid: **$356,049.20**

Portion of project: All construction work

Section 2. That the Mayor and Clerk are hereby directed to execute the contract with the contractor for the construction of the public improvements, such contract not to be binding on the City until approved by this Council.

PASSED AND APPROVED this 7th day of March, 2022.

_____
Mayor

ATTEST:

_____
City Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND FOR THE 2022 PCC PAVEMENT PRESERVATION PROGRAM - SW STATE STREET (NORTHBOUND LANES)", and moved its adoption. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND FOR THE 2022 PCC PAVEMENT PRESERVATION PROGRAM - SW STATE STREET (NORTHBOUND LANES)

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ANKENY, STATE OF IOWA:

That the construction contract and bond executed and insurance coverage for the construction of certain public improvements described in general as the 2022 PCC Pavement Preservation Program - SW State Street (Northbound Lanes), and as described in detail in the plans and specifications heretofore approved, and which have been signed by the Mayor and Clerk on behalf of the City be and the same are hereby approved as follows:

Contractor: **Iowa Civil Contracting, Inc.** of **Victor, Iowa**

Amount of bid: **$356,049.20**

Bond surety: _____

Date of bond: _____

Portion of project: All construction work

PASSED AND APPROVED this **7th** day of **March**, 2022.

_____
Mayor

ATTEST:

_____
City Clerk

CONTRACT

THIS CONTRACT, made and entered into at **Ankeny, Iowa** this 7th day of March, 2022, by and between the **City of Ankeny, Iowa** by its **Mayor**, upon order of its **City Council** hereinafter called the "Jurisdiction," and Iowa Civil Contracting, Inc., hereinafter called the "Contractor."

WITNESSETH:

The Contractor hereby agrees to complete the work comprising the below referenced improvements as specified in the Contract Documents, which are officially on file with the Jurisdiction, in the office of the **City Clerk**. This Contract includes all Contract Documents. The work under this Contract shall be constructed in accordance with the SUDAS Standard Specifications, Most Recent Edition, and as further modified by the Supplemental Specifications and Special Provisions included in said Contract Documents. 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: Bid Items, Quantities, and Prices, which were proposed by the Contractor in its Proposal submitted in accordance with the Notice to Bidders and Notice of Public Hearing for the following described improvements:

2022 PCC PAVEMENT PRESERVATION PROGRAM – SW STATE STREET (NORTHBOUND LANES)

The 2022 PCC Pavement Preservation Program – SW State Street (Northbound Lanes) project includes the partial depth repair patching and the crack and joint cleaning and filling of the northbound lanes of SW State Street from just north of SW Oralabor Road to just south of SW Ordnance Road in the City of Ankeny.

The construction improvements include the partial depth repair of approximately 5,250 SF of PCC pavement along with the cleaning and filling of approximately 30,000 LF of cracks and joints along the corridor. Other associated improvements include approximately 250 SY of full-depth patching, temporary traffic control, portable dynamic message signs, mobilization, and miscellaneous associated work necessary to complete the project.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of Three Hundred Fifty-Six Thousand, Forty-Nine and 20/100 DOLLARS ($356,049.20), which amount shall constitute the required amount of the Performance, Payment, and Maintenance Bond. The Contractor hereby agrees to commence work under this Contract on or before a date to be specified in a written Notice to Proceed by the Jurisdiction; and to complete the project as described in the Notice to Bidders and Notice of Public Hearing as noted below:

The Contractor shall fully complete the overall project within **forty (40) working days.** Full completion for the overall project shall be defined as all work completed, and all improvements ready for final acceptance. Should the Contractor fail to fully complete the work within this timeframe, liquidated damages of **One Thousand Dollars ($1,000.00) per calendar day** will be assessed for work not fully completed within the designated Contract term(s).

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

JURISDICTION:

By: _____

(Seal)
ATTEST:

_____

CONTRACTOR:

Iowa Civil Contracting, Inc.
Contractor

By: _____
Signature

President
Title

1106 3rd Street, PO Box Q
Street Address

Victor, IA 52347
City, State, Zip Code

319-647-3561
Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration Number C0960-93 issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.

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 Iowa Department of Workforce Development. 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 is 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 Iowa Code, or as amended, governing foreign corporations.

NOTE:

1. **All signatures on this Contract must be original signatures in ink; copies, facsimiles, or electronic signatures will not be accepted.**

CORPORATE ACKNOWLEDGEMENT

State of Iowa)
) SS
Poweshiek County)

On this 1st day of March, 20 22, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Randy D. Miller ~~and~~ _____, to me known, who, being by me duly sworn, did say that they are the President, ~~and~~ _____, respectively, of the corporation executing the foregoing instrument; that (no seal has been procured by) ~~(the seal affixed thereto is the seal of)~~ the corporation; that said instrument was signed ~~(and sealed)~~ on behalf of the corporation by authority of this Board of Directors; that Randy D. Miller ~~and~~ _____ acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

"No Seal"

Teri Lee Neuhaus

Notary Public in and for the State of Iowa
My commission expires 02/04, 20 24

TERI LEE NEUHAUS
Commission Number 756835
My Commission Expires
February 4, 2024

PARTNERSHIP ACKNOWLEDGEMENT

State of _____)
) SS
_____ County)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ to me personally known, who being by me duly sworn, did say that the person is one of the partners of _____, a partnership, and that the instrument was signed on behalf of the partnership by authority of the partners and the partner acknowledged the execution of the instrument to be the voluntary act and deed of the partnership by it and by the partner voluntarily executed.

_____
Notary Public in and for the State of _____
My commission expires _____, 20____

INDIVIDUAL ACKNOWLEDGEMENT

State of _____)
) SS
_____ County)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ and ___ _____, to me known to be the identical person(s) named in and who executed the foregoing instrument, and acknowledged that (he) (she) (they) executed the instrument as (his) (her) (their) voluntary act and deed.

_____
Notary Public in and for the State of _____
My commission expires _____, 20____

LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT

State of _____)
) SS
_____ County)

On this _____ day of _____, 20____, before me a Notary Public in and for said county, personally appeared _____, to me personally known, who being by me duly sworn did say that person is _____ of said _____, 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 _____ _____, by authority of its managers and the said _____ acknowledged the execution of said instrument to be the voluntary act and deed of said _____ _____, by it voluntarily executed.

_____
Notary Public in and for the State of _____
My commission expires _____, 20____

CONTRACT ATTACHMENT: BID ITEMS, QUANTITIES, AND PRICES

This Contract is awarded and executed for completion of the work specified in the Contract Documents for the bid prices tabulated below as proposed by the Contractor in its Proposal submitted in accordance with the Notice to Bidders and Notice of Public Hearing. All quantities are subject to revision by the Jurisdiction. Quantity changes that amount to twenty percent (20%) or less of the amount bid shall not affect the unit bid price.

Item No.	Item	Unit	Total	Unit Price	Total Price
	STRUCTURES FOR SANITARY AND STORM SEWERS				
6.01	Manhole Adjustment, Sanitary, Minor, SELFLEVEL Casting	EA	2	$3,300.00	$6,600.00
	STREETS AND RELATED WORK				
7.01	Full Depth Patches, PCC Class C-SUD, 9" Thick	SY	220	$151.56	$33,343.20
7.02	Full Depth Patches, PCC Class M (5 Hour) , 9" Thick	SY	32	$166.00	$5,312.00
7.03	Partial Depth Patches, PCC, Iowa DOT Class C Patching Material	SF	4,900	$34.31	$168,119.00
7.04	Partial Depth Patches, PCC, Iowa DOT Class A or B Patching Material	SF	325	$50.00	$16,250.00
7.05	Crack and Joint Cleaning and Filling, Hot Pour	LF	30,275	$2.60	$78,715.00
	TRAFFIC CONTROL				
8.01	Painted Pavement Markings, Waterborne	LF	300	$13.20	$3,960.00
8.02	Temporary Traffic Control	LS	1	$15,000.00	$15,000.00
8.03	Portable Dynamic Message Sign (PDMS)	CDAY	25	$110.00	$2,750.00
	MISCELLANEOUS				
11.01	Mobilization	LS	1	$25,000.00	$25,000.00
11.02	Concrete Washout, Collection Bags	LS	1	$1,000.00	$1,000.00

TOTAL CONTRACT AMOUNT = $356,049.20

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, Iowa Civil Contracting, Inc., as Principal (hereinafter the "Contractor" or "Principal") and Merchants Bonding Company (Mutual), as Surety, are held and firmly bound unto the **City of Ankeny, Iowa**, as Obligee, (hereinafter referred to as 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 Three Hundred Fifty-Six, Forty-Nine and 20/100DOLLARS ($356,049.20), 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 or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Jurisdiction, bearing date the 7th day of March, 2022, (hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

2022 PCC PAVEMENT PRESERVATION PROGRAM – SW STATE STREET (NORTHBOUND LANES)

The 2022 PCC Pavement Preservation Program – SW State Street (Northbound Lanes) project includes the partial depth repair patching and the crack and joint cleaning and filling of the northbound lanes of SW State Street from just north of SW Oralabor Road to just south of SW Ordnance Road in the City of Ankeny.

The construction improvements include the partial depth repair of approximately 5,250 SF of PCC pavement along with the cleaning and filling of approximately 30,000 LF of cracks and joints along the corridor. Other associated improvements include approximately 250 SY of full-depth patching, temporary traffic control, portable dynamic message signs, mobilization, and miscellaneous associated work necessary to complete the project.

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 Contract Documents.

It is expressly understood and agreed by the Contractor and Surety in this Bond that the following provisions are a part of this Bond and are binding upon said 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 said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, 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 the Surety on this Bond are hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, 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 to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.

3. MAINTENANCE: The Contractor and the Surety on this Bond hereby agree, at their own expense:

   A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of **two (2)** years from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;

   B. To keep all work in continuous good repair; and

   C. To pay the Jurisdiction's reasonable costs of monitoring and inspecting to assure that any defects are remedied, and to repair 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.

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, which thereby 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 (20%) 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 the liquidated damage penalty is being charged against the Contractor.

   D. 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.

E. 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 where 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, attorney's 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.

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 incurring to the benefit of the Jurisdiction, the Contractor and the Surety agree, jointly and severally, to pay the Jurisdiction all outlay and expense incurred therefore 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 Surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said 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 phase 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 7th day of March, 20 22.

Surety Countersigned By:

N/A
Signature of Agent

Printed Name of Agent

Company Name

Company Address

City, State, Zip Code

Company Telephone Number

PRINCIPAL:

Iowa Civil Contracting Inc.
Contractor

By: _____
Signature

President
Title

SURETY:

Merchants Bonding Company (Mutual)
Surety Company

By: _____
Signature Attorney-in-Fact Officer/ Iowa Resident Agent

Stacy Venn, Attorney-in-Fact
Printed Name of Attorney-in-Fact Officer/Iowa Resident Agent

Holmes, Murphy and Associates, LLC
Company Name

2727 Grand Prairie Parkway
Company Address

Waukee, IA 50263
City, State, Zip Code

(515) 223-6800
Company Telephone Number

NOTE:

1. **All signatures on this Performance, Payment, and Maintenance Bond must be original signatures in ink; copies, facsimiles, or electronic signatures will not be accepted.**
2. **This Bond must be sealed with the Surety's raised, embossing 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 of Power or Attorney accompanying this Bond.**

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; Jay D Freiermuth; Jennifer Marino; Jessica Jean Rini; Joe Tiernan; John Cord; Mark R DeWitt; Mark Sweigart; Michelle R Gruis; Sarah C Brown; Seth D Rooker; Stacie Christensen; Stacy Venn; Tim McCulloh; Todd Bengford

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 14th day of February , 2022 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

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

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 14th day of February 2022 , 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.

NOTARIAL SEAL * IOWA *

POLLY MASON
Commission Number 750576
My Commission Expires
January 07, 2023

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 **7th** day of **March** , **2022** .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0018 (1/20)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/2/2022

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 Arthur J. Gallagher Risk Management Services, Inc. 4200 Corporate Drive Ste 160 West Des Moines IA 50266	CONTACT NAME: Sandy VanOsten PHONE (A/C, No, Ext): 515-309-6200 FAX (A/C, No): 515-309-6225 E-MAIL ADDRESS: sandy_vanosten@ajg.com
INSURED Iowa Civil Contracting Inc P. O. Box Q Victor, IA 52347	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : BITCO General Insurance Corporation — 20095 INSURER B : BITCO National Insurance Company — 20109 INSURER C : Scottsdale Insurance Company — 41297 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 782648926 **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	
B	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y		CLP3705389	5/1/2021	5/1/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY X Comp Ded$100 X Coll Ded$100			CAP3705391	5/1/2021	5/1/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED X RETENTION $ 0			XLS0119309	5/1/2021	5/1/2022	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) N/A If yes, describe under DESCRIPTION OF OPERATIONS below			WC3705390	5/1/2021	5/1/2022	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	Leased/Rented Equip			CLP3705389	5/1/2021	5/1/2022	Limit:$150,000	Ded-5%,$2,000 Min

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

RE: CITY OF ANKENY 2022 PCC Pavement Preservation Program - SW State Street (Northbound Lanes)
CITY OF ANKENY is named as additional insured on the General Liability policy per endorsement #GL3086, edition 09/11.

CERTIFICATE HOLDER

City of Ankeny's Public Services Building
1210 NW Prairie Ridge Drive,
Ankeny IA 50023

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TRANSPORTATION CONTRACTORS EXTENDED LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

It is agreed that the provisions listed below apply only upon the entry of an [X] in the box next to the caption of such provision.

A. [X] Partnership and Joint Venture Extension

B. [X] Contractors Automatic Additional Insured Coverage – Ongoing Operations

C. [X] Automatic Waiver of Subrogation

D. [X] Extended Notice of Cancellation, Nonrenewal

E. [X] Unintentional Failure to Disclose Hazards

F. [X] Broadened Mobile Equipment

G. [X] Personal and Advertising Injury - Contractual Coverage

H. [X] Nonemployment Discrimination

I. [X] Liquor Liability

J. [X] Broadened Conditions

K. [X] Automatic Additional Insureds – Equipment Leases

L. [X] Suits Against Dredges and Barges

M. [X] Insured Contract Extension - Railroad Property and Construction Contracts

N. [X] Construction Project General Aggregate Limits

O. [X] Fellow Employee Coverage

P. [X] Property Damage Liability - Elevators

Q. [X] Property Damage to the Named Insured's Work

R [X] Care, Custody or Control

S [X] Electronic Data Liability Coverage

T. [X] Consolidated Insurance Program Residual Liability Coverage

U. [X] Automatic Additional Insureds – Managers or Lessors of Premises

V. [X] Automatic Additional Insureds – State or Governmental Agency or Political Subdivisions – Permits or Authorizations

W [X] Contractors Automatic Additional Insured Coverage – Completed Operations

X. [X] Additional Insured – Engineers, Architects or Surveyors

A. PARTNERSHIP AND JOINT VENTURE EXTENSION

The following provision is added to **SECTION II - WHO IS AN INSURED**:

The last full paragraph which reads as follows:

> No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

is deleted and replaced with the following:

D. EXTENDED NOTICE OF CANCELLATION, NONRENEWAL

Item **A.2.b.** of the **COMMON POLICY CONDITIONS**, is deleted and replaced with the following:

A.2.b. 60 days before the effective date of the cancellation if we cancel for any other reason.

Item **9.** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, is deleted and replaced with the following:

9. WHEN WE DO NOT RENEW

a. If we choose to nonrenew this policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 60 days before the expiration date.

b. If we do not give notice of our intent to nonrenew as prescribed in **a.** above, it is agreed that you may extend the period of this policy for a maximum additional sixty (60) days from its scheduled expiration date. Where not otherwise prohibited by law, the existing terms, conditions and rates will remain in effect during that extension period. It is further agreed that so long as it is not otherwise prohibited by law, this one time sixty day extension is the sole remedy and liquidated damages available to the insured as a result of our failure to give the notice as prescribed in **9. a.** above.

E. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Although we relied on your representations as to existing and past hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

F. BROADENED MOBILE EQUIPMENT

Item **12.b.** of **SECTION V - DEFINITIONS**, is deleted and replaced with the following:

12.b. Vehicles maintained for use solely on or next to premises, sites or locations you own, rent or occupy.

G. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL COVERAGE

Exclusion 2.e. of **SECTION I, COVERAGE B** is deleted.

H. NONEMPLOYMENT DISCRIMINATION

Unless "personal and advertising injury" is excluded from this policy:

Item **14.** of **SECTION V - DEFINITIONS**, is amended to include:

"Personal and advertising injury" also means embarrassment or humiliation, mental or emotional distress, physical illness, physical impairment, loss of earning capacity or monetary loss, which is caused by "discrimination."

SECTION V - DEFINITIONS, is amended to include:

"Discrimination" means the unlawful treatment of individuals based on race, color, ethnic origin, age, gender or religion.

your maintenance, operation, or use by you of the equipment leased to you by such person or organization, subject to the following additional exclusions.

The insurance provided to the additional insured does not apply to:

1. "Bodily injury" or "property damage" occurring after you cease leasing the equipment.

2. "Bodily injury" or "property damage" arising out of the sole negligence of the additional insured.

3. "Property damage" to:

a. Property owned, used or occupied by or rented to the additional insured; or

b. Property in the care, custody or control of the additional insured or over which the additional insured is for any purpose exercising physical control.

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

L. SUITS AGAINST DREDGES AND BARGES

We agree that any "suit" in rem against any dredge or barge owned, operated by or for you, and used in your operations, shall in all respects be treated in the same manner as though the "suit" were against you.

This coverage is excess over and above any specific insurance on any dredge or barge owned, operated by or for you, and used in your operations.

M. INSURED CONTRACT EXTENSION - RAILROAD PROPERTY AND CONSTRUCTION CONTRACTS

Item **9.** of **SECTION V - DEFINITIONS**, is deleted and replaced with the following.

9. "Insured Contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

b. A sidetrack agreement;

c. Any easement or license agreement;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

C. Payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Construction Project General Aggregate Limit.

D. If a construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of **SECTION III - LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to be applicable.

O. FELLOW EMPLOYEE COVERAGE

Exclusion 2.e. Employers Liability of **SECTION I, COVERAGE A**, is deleted and replaced with the following:

2.e. "Bodily injury" to

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of paragraph **(1)** above.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to:

(1) Liability assumed by the insured under an "insured contract"; or

(2) Liability arising from any action or omission of a co-"employee" while that co-"employee" is either in the course of his or her employment or performing duties related to the conduct of your business.

Item **2.a. (1)(a)** of **SECTION II - WHO IS AN INSURED**, is deleted and replaced with the following:

2.a. (1)(a) To you, to your partners or members (if you are a partnership or joint venture) or to your members (if you are a limited liability company), or to your "volunteer workers" while performing duties related to the conduct of your business.

P. PROPERTY DAMAGE LIABILITY - ELEVATORS

"Property damage" liability is changed as follows:

1. **Exclusions 2.j.(3)** and **2.j.(4)** of **SECTION I, COVERAGE A**, do not apply to the use of elevators.

2. The insurance afforded by reason of this provision is excess over any valid and collectible property insurance (including any deductible portion thereof) available to the insured whether primary, excess, contingent or on any other basis, and the **OTHER INSURANCE** condition is changed accordingly.

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

3. For the purposes of this coverage, the definition of "property damage" in **SECTION V – DEFINITIONS** is replaced by the following:

"Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or

c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

T. CONSOLIDATED INSURANCE PROGRAM RESIDUAL LIABILITY COVERAGE

With respect to "bodily injury", "property damage", or 'personal and advertising injury" arising out of your ongoing operations; or operations included within the "products-completed operations hazard", the policy to which this coverage is attached shall apply as excess insurance over coverage available to "you" under a Consolidated Insurance Program (such as an Owner Controlled Insurance Program or Contractors Controlled Insurance Program).

Coverage afforded by this endorsement does not apply to any Consolidated Insurance Program involving a "residential project" or any deductible or insured retention, specified in the Consolidated Insurance Program.

The following is added to **Section V – Definitions**

"Residential project" means any project where 30% or more of the total square foot area of the structures on the project is used or is intended to be used for human residency. This includes but is not limited to single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments and appurtenant structures (including pools, hot tubs, detached garages, guest houses or any similar structures). A "residential project" does not include military owned housing, college/university owned housing or dormitories, long term care facilities, hotels, motels, hospitals or prisons.

All other terms, provisions, exclusions and limitations of this policy apply.

U. AUTOMATIC ADDITIONAL INSUREDS - MANAGERS OR LESSORS OR PREMISES

SECTION II – WHO IS AN INSURED is amended to include:

Any person or organization with whom you agree in a written contract or written agreement to name as an additional insured but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises, designated in the written contract or written agreement, that is leased to you and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed by you or on your behalf.

This includes such architect, engineer or surveyor, who may not be engaged by you, but is contractually required to be added as an additional insured to your policy.

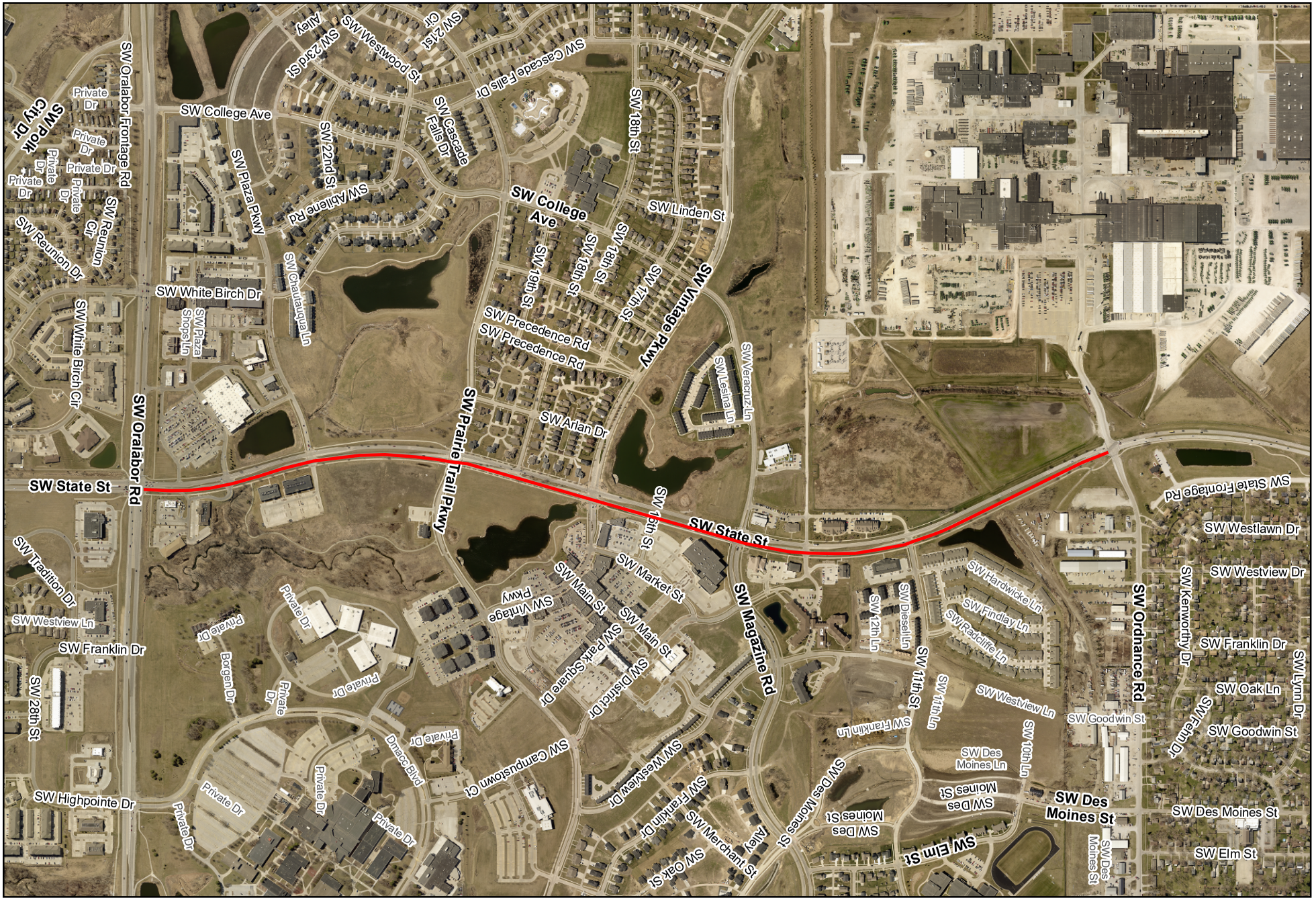
With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

1. The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or

2. Supervisory, inspection or engineering services.

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.


SW State St
SW Oralabor Rd
SW Prairie Trail Pkwy
SW Magazine Rd
SW Ordnance Rd
SW College Ave
SW Vintage Pkwy
SW Oralabor Frontage Rd
SW Polk City Dr
SW Reunion Dr
SW White Birch Dr
SW White Birch Cir
SW Plaza Pkwy
SW Chautauqua Ln
SW Abilene Rd
SW 22nd St
SW Cascade Falls Dr
SW Westwood St
SW 2nd St
Alley
SW 21st Cir
SW Cascade Falls Dr
SW 18th St
SW Linden St
SW 19th St
SW 18th St
SW 17th St
SW Precedence Rd
SW Precedence Rd
SW Veracruz Ln
SW Lesina Ln
SW Arlan Dr
SW Plaza Shops Ln
SW Tradition Dr
SW Westview Ln
SW Franklin Dr
SW 28th St
SW Highpointe Dr
Borgen Dr
Private Dr
Private Dr
Private

??

ANKENY CITY COUNCIL

City Council Agenda

March 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: ?? COUNCIL GOAL:

Public Works

Upgrade Essential Infrastructure

ACTION REQUESTED:

Public Hearing

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

PH 2022-24: Proposed N Ankeny Boulevard Fiber Optic Upgrade from 1st Street to 18th Street

EXECUTIVE SUMMARY:

The N Ankeny Boulevard Fiber Optic Upgrade will replace an existing link in the City's communication infrastructure between 1st Street and 18th Street that has frequent operational and capacity issues due to shallow depth of conduit and lack of bandwidth.

Due to concerns with manufacturing and shipping delays, the City will furnish the fiber optic cables, for contractor installation.

The project includes installation of approximately 7,020 LF of two 96-count fiber optic cables (City-furnished), 1,940 LF of 48-count or less fiber optic cables (City-furnished), 5,860 LF of 2” HDPE conduit and 650 splices. Other associated improvements include traffic control, mobilization and miscellaneous work necessary to complete the project.

The bid opening for this project was held on Tuesday, March 1, 2022. Three (3) bids were received as follows:

1. Communication Data Link $ 178,979.00

2. Precision Underground Utilities $ 224,401.00

3. Electric Conduit Construction $ 205,945.74*

The Engineer's Estimate for the project was $256,480.00. The bids ranged from approximately 13% to 30% below the estimate. Public Works staff reviewed the bid results both internally and with the project's engineering consultant, Snyder & Associates, Inc. (* note corrections in bid tabulation), and it is recommended that the project be awarded to Communication Data Link, Inc. of Grimes, Iowa. The firm has completed similar work for other public agencies in the Des Moines metro area.

Pending project approval and award by the City Council, the Contractor shall begin construction no later than May 2, 2022 and complete the project no later that October 31, 2022. Minimal work zone impacts are expected for travelers on N Ankeny Boulevard.

FISCAL IMPACT: **??No**

This project is included in the current Capital Improvement Program with construction scheduled for 2022.

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the Council take the following action:

1. Hold a hearing on the proposed Contract Documents (plans, specifications, and form of contract), and estimated cost ($256,480.00).

2. Approve Resolution, adopting said plans, specifications, form of contract and estimated cost for the N Ankeny Boulevard Fiber Optic Upgrade.

3. Receive and file the report of bids received on March 1, 2022.

4. Approve Resolution, making award of construction contract to Communication Data Link of Grimes, Iowa.

5. Approve Resolution, approving contract and bonds with Communication Data Link in the amount of $178,979.00.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

February 7, 2022: The City Council approved a Resolution ordering construction and setting the bid

opening date as March 1, 2022, and setting the public hearing date as March 7, 2022.

October 4, 2021: The City Council approved purchase of fiber optic cable for contractor installation with 2022 capital improvement projects.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to close Public Hearing 2022-24.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
PH Coversheet
RES - plans, specs
Bid Sheet
Bid Tabulation
RES - making award
RES - approving contract
Contract
Location Map

PUBLIC HEARING 2022-24 **5:30 P.M.** **MARCH 7, 2022**

PROPOSED NORTH ANKENY BOULEVARD FIBER OPTIC UPGRADE

Mayor:

This is the time and place for a public hearing on the matter of the adoption of plans, specifications, form of contract and estimate of cost for construction of certain public improvements described in general as construction of the North Ankeny Boulevard Fiber Optic Upgrade project. Notice of this hearing was published in the Des Moines Register on the 18th day of February, 2022.

Mayor:

"HAS ANY WRITTEN CORRESPONDENCE BEEN RECEIVED FOR THIS HEARING?"

City Clerk:

None in the Clerk's Office

Mayor:

"I would like to request, at this time, Mark Mueller, Public Works Director, provide a report to the Council on said project."

After Report:

"Because this is a Public Hearing those wishing to be heard for or against the proposed project, please either approach the podium, or if you are attending electronically, raise your electronic hand, or press star 9 (*9). When you are called upon, give your name and address for the record."

After any comments from the audience, Mayor states: "We need to take the following action":

- Consider **MOTION** to close Public Hearing 2022-24.

Mayor announces that further consideration and action on this item will take place under "New Business", Agenda Item "J" later in the meeting.

Council Member _____ introduced the following Resolution entitled "RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE NORTH ANKENY BOULEVARD FIBER OPTIC UPGRADE", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE NORTH ANKENY BOULEVARD FIBER OPTIC UPGRADE

WHEREAS, on the **7th** day of **February**, 2022, plans, specifications, form of contract and estimate of cost were filed with the Clerk for the construction of certain public improvements described in general as the North Ankeny Boulevard Fiber Optic Upgrade; and

WHEREAS, notice of hearing on plans, specifications, form of contract and estimate of cost for the public improvements was published as required by law.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ANKENY, STATE OF IOWA:

Section 1. That the plans, specifications, form of contract and estimate of cost are hereby approved as the plans, specifications, form of contract and estimate of cost for the public improvements, as described in the preamble of this Resolution.

PASSED AND APPROVED this 7th day of March, 2022.

_____

Mayor

ATTEST:

_____

City Clerk

city of Ankeny
bringing it all together

BID LETTING **10:30 A.M.** **MARCH 1, 2022**

NORTH ANKENY BOULEVARD FIBER OPTIC UPGRADE

The purpose of this meeting is to receive, open and tabulate bids for construction of the North Ankeny Boulevard Fiber Optic Upgrade project in accordance with the Plans and Specifications prepared by Snyder & Associates.

Mark Mueller, Public Works Director

Project Estimate of Cost $256,480

	Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (none) Acknowledged
*	1) ✓	Communication DataLink 1305 SW 37th St Grimes IA 50111	$178,979.00	
	2) ✓	Precision Underground Utilities PO Box 409 Cambridge IA 50046	$224,401.00	
	3) ✓	Electric Conduit Const. 816 Hicks Dr Elburn, IL 60119	$205,919.21	
	4)			
	5)			
	6)			

*Apparent Low Bidder

Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (none) Acknowledged
7) ____	_____	_____	_____
8) ____	_____	_____	_____
9) ____	_____	_____	_____
10) ____	_____	_____	_____
11) ____	_____	_____	_____
12) ____	_____	_____	_____
13) ____	_____	_____	_____

*Apparent Low Bidder

Bids will be reviewed and further action taken by the City Council at their next regular meeting of March 7, 2022 at 5:30 P.M.

Mark Mueller

Mark Mueller, Public Works Director

ATTEST:

Denise L. Hoy

Denise L. Hoy, City Clerk

TABULATION OF BIDS
N Ankeny Blvd Fiber Optic Upgrade
City of Ankeny
Project No. 120.0315.01
Bid Date/Time: March 1, 2022 at 10:30 AM

				ENGINEER'S ESTIMATE		1 COMMUNICATION DATA LINK GRIMES, IA		2 ELECTRIC CONDUIT CONST. ELBURN, IA		3 PRECISION UNDERGROUND UTILITIES, CAMBRIDGE, IA	
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
	LANDSCAPING										
1	TYPE III - 24" x 36" PRE-CAST POLYMER-CONCRETE HANDHOLE	EACH	7	$ 1,500.00	$ 10,500.00	$ 1,200.00	$ 8,400.00	$ 2,058.89 (1)	$ 14,412.23	$ 1,400.00	$ 9,800.00
2	TYPE IV - 30" x 48" PRE-CAST POLYMER-CONCRETE HANDHOLE	EACH	6	$ 2,000.00	$ 12,000.00	$ 1,500.00	$ 9,000.00	$ 3,746.56 (2)	$ 22,479.36	$ 1,900.00	$ 11,400.00
3	INSTALL TWO (2) FIBER OPTIC CABLES 96 CT SM (CITY FURNISHED)	LIN FT	7020	$ 3.00	$ 21,060.00	$ 1.50	$ 10,530.00	$ 1.85 (3)	$ 12,987.00	$ 2.80	$ 19,656.00
4	INSTALL ONE (1) FIBER OPTIC CABLES 48 CT OR LESS (CITY FURNISHED)	LIN FT	1940	$ 2.00	$ 3,880.00	$ 0.75	$ 1,455.00	$ 1.85 (4)	$ 3,589.00	$ 1.55	$ 3,007.00
5	2" HDPE CONDUIT, BORED (BLUE)	LIN FT	5860	$ 20.00	$ 117,200.00	$ 13.50	$ 79,110.00	$ 14.70 (5)	$ 86,142.00	$ 17.50	$ 102,550.00
6	SPLICE	EACH	652	$ 70.00	$ 45,640.00	$ 42.00	$ 27,384.00	$ 35.10 (6)	$ 22,885.20	$ 44.00	$ 28,688.00
7	SPLICE CASE	EACH	4	$ 1,000.00	$ 4,000.00	$ 650.00	$ 2,600.00	$ 818.16	$ 3,272.64	$ 875.00	$ 3,500.00
8	FIBER ENCLOSURE, 12 PANEL CAPACITY, CCH-04U	EACH	1	$ 1,200.00	$ 1,200.00	$ 1,500.00	$ 1,500.00	$ 730.76	$ 730.76	$ 750.00	$ 750.00
9	FIBER ENCLOSURE, 1 PANEL CAPACITY, SPH-01P	EACH	3	$ 800.00	$ 2,400.00	$ 1,000.00	$ 3,000.00	$ 421.41	$ 1,264.23	$ 125.00	$ 375.00
10	CCH PANEL, 12 CT, CCH-CP12-A9-P03RH	EACH	3	$ 600.00	$ 1,800.00	$ 800.00	$ 2,400.00	$ 665.53	$ 1,996.59	$ 250.00	$ 750.00
11	CCH CASSETTE, 12 CT, CCH-CS12-A9-P00RE	EACH	18	$ 600.00	$ 10,800.00	$ 700.00	$ 12,600.00	$ 707.43 (7)	$ 12,733.74	$ 900.00	$ 16,200.00
12	FIBER OPTIC CABLE REMOVAL	LS	1	$ 6,000.00	$ 6,000.00	$ 7,000.00	$ 7,000.00	$ 5,549.14	$ 5,549.14	$ 7,500.00	$ 7,500.00
13	MOBILIZATION	LS	1	$ 10,000.00	$ 10,000.00	$ 4,000.00	$ 4,000.00	$ 10,505.00	$ 10,505.00	$ 10,625.00	$ 10,625.00
14	TRAFFIC CONTROL	LS	1	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 7,398.85	$ 7,398.85	$ 9,600.00	$ 9,600.00
	TOTAL BID:				$ 256,480.00		$ 178,979.00	(8)	$ 205,945.74		$ 224,401.00
	BID SECURITY:						10%		10%		10%

Notes

1- Extended bid price was incorrectly listed as $14,412.20. Does not affect bid result.
2- Extended bid price was incorrectly listed as $22,479.35. Does not affect bid result.
3- Extended bid price was incorrectly listed as $12,984.99. Does not affect bid result.
4- Extended bid price was incorrectly listed as $3,588.44. Does not affect bid result.
5- Extended bid price was incorrectly listed as $86,115.02. Does not affect bid result.
6- Extended bid price was incorrectly listed as $22,888.29. Does not affect bid result.
7- Extended bid price was incorrectly listed as $12,733.70. Does not affect bid result.
8- Total bid price was incorrectly listed as $205,919.21. Does not affect bid result.

Council Member _____ introduced the following Resolution entitled "RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE NORTH ANKENY BOULEVARD FIBER OPTIC UPGRADE", and moved:

☒ that the Resolution be adopted.

☐ ADJOURN to permit the Engineer to review and make recommendation on said bids, therefore defer action on the Resolution to the meeting to be held at _____ _____.M. on _____, 2022, at this place.

Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE NORTH ANKENY BOULEVARD FIBER OPTIC UPGRADE

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ANKENY, STATE OF IOWA:

Section 1. That the following bid for the construction of certain public improvements described in general as the North Ankeny Boulevard Fiber Optic Upgrade, described in the plans and specifications heretofore adopted by this Council on March 7, 2022, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

Contractor: **Communication Data Link** of **Grimes, Iowa**

Amount of bid: **$178,979.00**

Portion of project: All construction work

Section 2. That the Mayor and Clerk are hereby directed to execute the contract with the contractor for the construction of the public improvements, such contract not to be binding on the City until approved by this Council.

PASSED AND APPROVED this 7th day of March, 2022.

_____
Mayor

ATTEST:

_____
City Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND FOR THE NORTH ANKENY BOULEVARD FIBER OPTIC UPGRADE", and moved its adoption. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND FOR THE NORTH ANKENY BOULEVARD FIBER OPTIC UPGRADE

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ANKENY, STATE OF IOWA:

That the construction contract and bond executed and insurance coverage for the construction of certain public improvements described in general as the North Ankeny Boulevard Fiber Optic Upgrade, and as described in detail in the plans and specifications heretofore approved, and which have been signed by the Mayor and Clerk on behalf of the City be and the same are hereby approved as follows:

Contractor: **Communication Data Link** of **Grimes, Iowa**

Amount of bid: **$178,979.00**

Bond surety: _____

Date of bond: _____

Portion of project: All construction work

PASSED AND APPROVED this **7th** day of **March**, 2022.

_____
Mayor

ATTEST:

_____
City Clerk

CONTRACT

THIS CONTRACT, made and entered into at **Ankeny, Iowa** this 7th day of March, 2022, by and between the **City of Ankeny, Iowa** by its **Mayor**, upon order of its **City Council** hereinafter called the "Jurisdiction," and **Communication Data Link**, hereinafter called the "Contractor."

WITNESSETH:

The Contractor hereby agrees to complete the work comprising the below referenced improvements as specified in the Contract Documents, which are officially on file with the Jurisdiction, in the office of the **City Clerk**. This Contract includes all Contract Documents. The work under this Contract shall be constructed in accordance with the SUDAS Standard Specifications, Most Recent Edition, and as further modified by the Supplemental Specifications and Special Provisions included in said Contract Documents. 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: Bid Items, Quantities, and Prices, which were proposed by the Contractor in its Proposal submitted in accordance with the Notice to Bidders and Notice of Public Hearing for the following described improvements:

NORTH ANKENY BOULEVARD FIBER OPTIC UPGRADE

The North Ankeny Boulevard Fiber Optic Upgrade includes furnishing and installing fiber optic conduit, handholes and equipment along North Ankeny Boulevard from 1st Street to N 18th Street in the City of Ankeny. Also included within the project is installation of City-furnished fiber optic cable.

The construction improvements include installation of conduit, fiber optic cable, tracer wire, pull tape, handholes, fiber optic cable splicing and associated equipment. The project includes an estimated 7,020 LF of two 96-count fiber optic cables (City-furnished), 1,940 LF of 48-count or less fiber optic cables (City-furnished), 5,860 LF of 2" HDPE conduit and 650 splices. Other associated improvements include traffic control, mobilization and miscellaneous work necessary to complete the project.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of ONE HUNDRED SEVENTY EIGHT THOUSAND NINE HUNDRED SEVENTY NINE AND 00/100 DOLLARS ($178,979.00), which amount shall constitute the required amount of the Performance, Payment, and Maintenance Bond. The Contractor hereby agrees to commence work under this Contract on or before a date to be specified in a written Notice to Proceed by the Jurisdiction; and to complete the project as described in the Notice to Bidders and Notice of Public Hearing as noted below:

The Contractor shall fully complete the project no later than **October 31, 2022.** Fully complete shall be defined as all work and testing completed, and all improvements ready for final acceptance. Should the Contractor fail to fully complete the work within this timeframe, liquidated damages of **Five Hundred Dollars ($500.00) per calendar day** will be assessed for work not fully completed within the designated Contract term(s).

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

JURISDICTION:

By: _____

(Seal)
ATTEST:

_____

CONTRACTOR:

Communication Data Link
Contractor

By: _____
Signature

VP
Title

1305 SW 37th St
Street Address

Grimes, IA 50111
City, State, Zip Code

515-202-9106
Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration Number C096863 issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.

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 Iowa Department of Workforce Development. 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 is 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 Iowa Code, or as amended, governing foreign corporations.

NOTE:

1. **All signatures on this Contract must be original signatures in ink; copies, facsimiles, or electronic signatures will not be accepted.**

LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT

State of Iowa)
) SS
Polk County)

On this 3 day of March, 2022, before me a Notary Public in and for said county, personally appeared Chris Suedmeier, to me personally known, who being by me duly sworn did say that person is VP of said Communication Data Link, that (the seal affixed to said instrument is the seal of said OR ~~no seal has been procured by the said~~) Communication Data Link, and that said instrument was signed and sealed on behalf of the said Communication Data Link, by authority of its managers and the said Communication Data Link acknowledged the execution of said instrument to be the voluntary act and deed of said Communication Data Link, by it voluntarily executed.

Melanie K Klostermann

Notary Public in and for the State of Iowa
My commission expires Aug, 2023

NOTARIAL SEAL IOWA
MELANIE K KLOSTERMANN
Commission Number 785734
My Commission Expires
August 26, 2023

CONTRACT ATTACHMENT: BID ITEMS, QUANTITIES, AND PRICES

This Contract is awarded and executed for completion of the work specified in the Contract Documents for the bid prices tabulated below as proposed by the Contractor in its Proposal submitted in accordance with the Notice to Bidders and Notice of Public Hearing. All quantities are subject to revision by the Jurisdiction. Quantity changes that amount to twenty percent (20%) or less of the amount bid shall not affect the unit bid price.

ITEM NO.	ITEM	UNIT	TOTAL	UNIT PRICE	TOTAL PRICE
1	HANDHOLE TYPE III, 24" x 36", PRE-CAST POLYMER-CONCRETE HANDHOLE	EACH	7	$1,200.00	$8,400.00
2	HANDHOLE TYPE IV, 30" x 48", PRE-CAST POLYMER-CONCRETE HANDHOLE	EACH	6	$1,500.00	$9,000.00
3	INSTALL TWO (2) FIBER OPTIC CABLES 96 CT SM (CITY FURNISHED)	LIN FT	7020	$1.50	$10,530.00
4	INSTALL ONE (1) FIBER OPTIC CABLE 48 CT OR LESS (CITY FURNISHED)	LIN FT	1940	$0.75	$1,455.00
5	2" HDPE CONDUIT, BORED (BLUE)	LIN FT	5860	$13.50	$79,110.00
6	SPLICE	EACH	652	$42.00	$27,384.00
7	SPLICE CASE	EACH	4	$650.00	$2,600.00
8	FIBER ENCLOSURE, 12 PANEL CAPACITY, CCH-04U	EACH	1	$1,500.00	$1,500.00
9	FIBER ENCLOSURE, 1 PANEL CAPACITY, SPH-01P	EACH	3	$1,000.00	$3,000.00
10	CCH PANEL, 12 CT, CCH-CP12-A9-P03RH	EACH	3	$800.00	$2,400.00
11	CCH CASSETTE, 12 CT, CCH-CS12-A9-P00RE	EACH	18	$700.00	$12,600.00
12	FIBER OPTIC CABLE REMOVAL	LS	1	$7,000.00	$7,000.00
13	MOBILIZATION	LS	1	$4,000.00	$4,000.00
14	TRAFFIC CONTROL	LS	1	$10,000.00	$10,000.00

$178,979.00

Bond Number: 2315615

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, Communication Data Link as Principal (hereinafter the "Contractor" or "Principal") and North American Specialty Insurance Company , as Surety, are held and firmly bound unto the **City of Ankeny, Iowa**, as Obligee, (hereinafter referred to as 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 ONE HUNDRED SEVENTY EIGHT THOUSAND NINE HUNDRED SEVENTY NINE AND 00/100 DOLLARS ($178,979.00) , lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives, and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Jurisdiction, bearing date the 7th day of March, 2022, (hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

NORTH ANKENY BOULEVARD FIBER OPTIC UPGRADE

The North Ankeny Boulevard Fiber Optic Upgrade includes furnishing and installing fiber optic conduit, handholes and equipment along North Ankeny Boulevard from 1st Street to N 18th Street in the City of Ankeny. Also included within the project is installation of City-furnished fiber optic cable.

The construction improvements include installation of conduit, fiber optic cable, tracer wire, pull tape, handholes, fiber optic cable splicing and associated equipment. The project includes an estimated 7,020 LF of two 96-count fiber optic cables (City-furnished), 1,940 LF of 48-count or less fiber optic cables (City-furnished), 5,860 LF of 2" HDPE conduit and 650 splices. Other associated improvements include traffic control, mobilization and miscellaneous work necessary to complete the project.

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 Contract Documents.

It is expressly understood and agreed by the Contractor and Surety in this Bond that the following provisions are a part of this Bond and are binding upon said 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 said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, 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 the Surety on this Bond are hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, 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 to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.

3. MAINTENANCE: The Contractor and the Surety on this Bond hereby agree, at their own expense:

   A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of **one (1)** year from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;

   B. To keep all work in continuous good repair; and

   C. To pay the Jurisdiction's reasonable costs of monitoring and inspecting to assure that any defects are remedied, and to repair 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.

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, which thereby 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 (20%) 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 the liquidated damage penalty is being charged against the Contractor.

   D. 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.

E. 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 where 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, attorney's 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.

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 incurring to the benefit of the Jurisdiction, the Contractor and the Surety agree, jointly and severally, to pay the Jurisdiction all outlay and expense incurred therefore 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 Surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said 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 phase 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 7th day of March, 2022.

Surety Countersigned By:

_____
Signature of Agent

_____
Printed Name of Agent

_____
Company Name

_____
Company Address

_____
City, State, Zip Code

_____
Company Telephone Number

PRINCIPAL:

Communication Data Link LLC
Contractor

By: _____
Signature

VP
Title

SURETY:

North American Specialty Insurance Company
Surety Company

By: _____
Signature Attorney-in-Fact Officer

Juliana Bartlett, Attorney-in-Fact
Printed Name of Attorney-in-Fact Officer

AssuredPartners Great Plains LLC
Company Name

4200 University Ave., Ste. 200
Company Address

West Des Moines, Iowa 50266
City, State, Zip Code

(515) 244-0166
Company Telephone Number

NOTE:

1. **All signatures on this Performance, Payment, and Maintenance Bond must be original signatures in ink; copies, facsimiles, or electronic signatures will not be accepted.**
2. **This Bond must be sealed with the Surety's raised, embossing 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 of Power or Attorney accompanying this Bond.**

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Kansas City, Missouri, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

JOSEPH J. SCHMIT, JILL SHAFFER, JEFFREY R. BAKER, GREG T. LaMAIR, COURTNEY GORDON, JULIANA BARTLETT, BRANDON HORBACH, DANIEL M. MOLYNEAUX, LAURA J. ADAMS, LORI S. BURROUGHS and PAMELA K. MATTISON

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION ($50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."

NORTH AMERICAN SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1973 NEW HAMPSHIRE

By _____
Steven P. Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company

By _____
Erik Janssens, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company

WASHINGTON INTERNATIONAL INSURANCE COMPANY CORPORATE SEAL NEW HAMPSHIRE

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 30th day of NOVEMBER, 2021.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 30th day of NOVEMBER, 2021, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Erik Janssens, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

YASMIN A. PATEL
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
May 28, 2023

Yasmin A. Patel, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 7th day of March, 2022.

Jeffrey Goldberg, Senior Vice President & Assistant Secretary of
Washington International Insurance Company & North American Specialty Insurance Company

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/3/2022

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 AssuredPartners Great Plains, LLC 4200 University Ave., Suite 200 West Des Moines IA 50266-5945	**CONTACT NAME:** Jodi Messer **PHONE (A/C, No, Ext):** 515-237-0149 **FAX (A/C, No):** 515-237-0149 **E-MAIL ADDRESS:** jodi.messer@AssuredPartners.com
	INSURER(S) AFFORDING COVERAGE / **NAIC #** **INSURER A :** Amerisure Insurance Company / 19488
INSURED COMMDAT-01 Communication Data Link LLC 1305 SW 37th Street Grimes IA 50111	**INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 399756435 **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	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR X PD Ded $2,500 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [X] LOC OTHER:	Y	Y	CPP 2116151 0201	12/9/2021	12/9/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY	Y	Y	CA 2116150 0201	12/9/2021	12/9/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 0	Y	Y	CU 2116152 0202	12/9/2021	12/9/2022	EACH OCCURRENCE AGGREGATE $	$ 1,000,000 $ 1,000,000 $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y/N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WC 2116153 0201	12/9/2021	12/9/2022	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

Re: North Ankeny Boulevard Fiber Optic Upgrade

Certificate holder is an Additional Insured - Owners, Lessees or Contractors - Including Products-Completed Operations on a primary and non-contributory basis when required in a written contract or agreement with respects to the General Liability policy per form CG7048 (10/15)

General Liability Aggregate applies separately to each project and each location per form CG7049 (04/17)

Fellow Employee coverage applies to the General Liability policy per form CG7139 (12/05)
See Attached...

CERTIFICATE HOLDER

City of Ankeny, Iowa
Public Works – Traffic Engineering
1210 NW Prairie Ridge Dr
Ankeny IA 50023-1564

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: COMMDAT-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
AssuredPartners Great Plains, LLC	Communication Data Link LLC 1305 SW 37th Street Grimes IA 50111
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Definition of Insured Contract on the General Liability policy is amended per Coverage for Certain Operations in Connection with Railroads form CG7049 (04/17)

Waiver of Subrogation applies when required in a written contract with respects to the General Liability policy per form CG7049 (04/17)

Cancellation Notice - 30 Days with respects to the General Liability policy per form IL7066 (07/14)

Certificate holder is an Additional Insured when required in a written contract, agreement or permit with respects to the Auto Liability policy per form CA7115 (11/09)

Auto Liability policy is primary and non-contributory when required under an insured contract for Additional Insureds per form CA7165 (09/11)

Fellow Employee coverage applies to the General Liability policy per form CG7139 (12/05)

Definition of Insured Contract on the Auto Liability policy is amended per Coverage for Certain Operations in Connection with Railroads form CA7115 (11/09)

Waiver of Subrogation when required in a written contract to the Auto Liability policy per form CA7115 (11/09)

Cancellation Notice - 30 Days with respects to the Auto Liability policy per form IL7066 (07/14)

Waiver of subrogation applies to the Workers Compensation policy per form WC000313 (04/84)

Cancellation Notice - 30 Days with respects to the Workers Compensation policy per form WC990645 (07/14)

Umbrella policy is follow form over the General Liability, Auto Liability and Workers Compensation policy subject to policy exclusions per form CU0001 (04/13)

Additional Insured status is on a primary and non-contributory basis when required in a written contract or agreement with respects to the Umbrella Liability policy per form CU7467 (11/07)

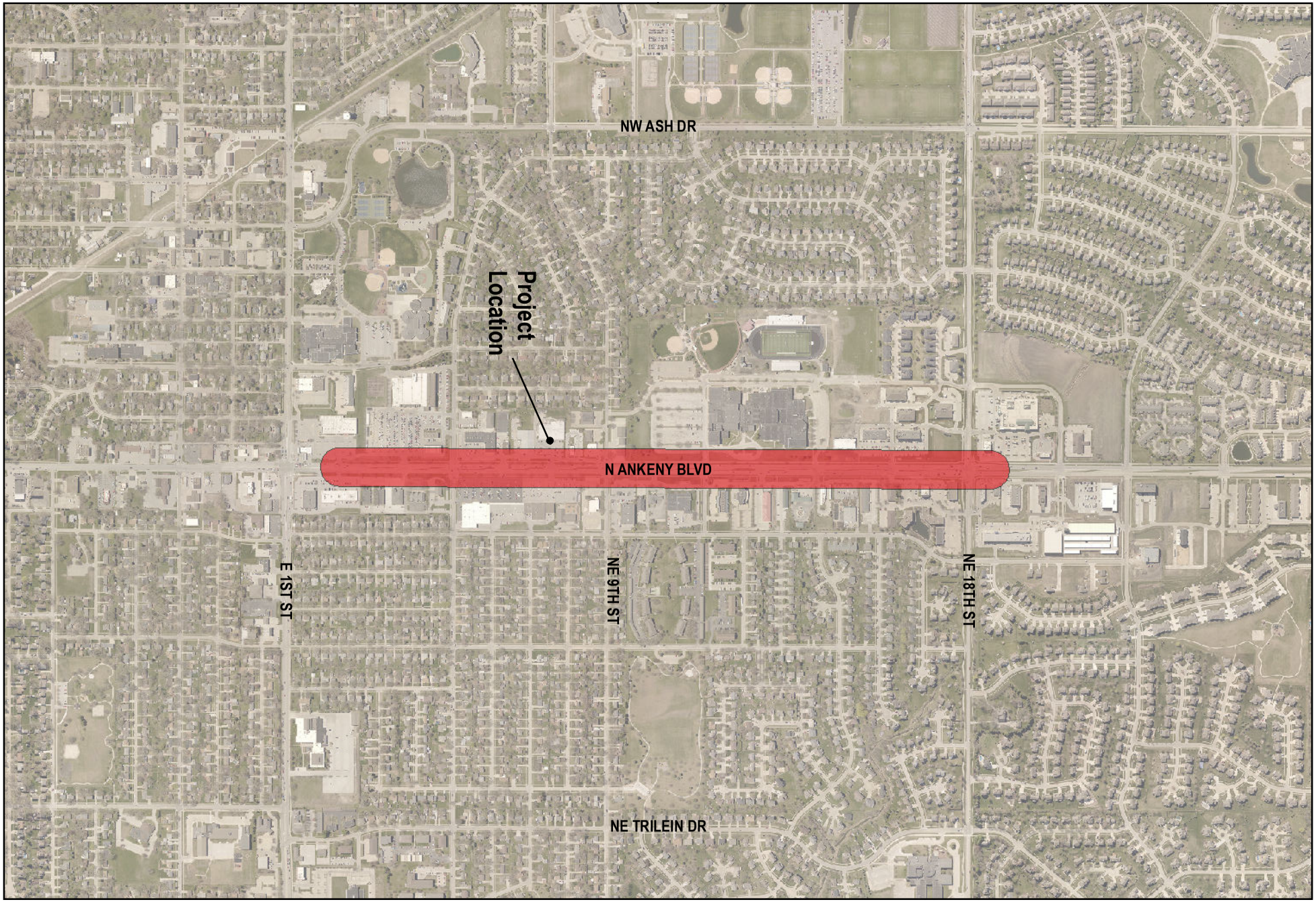
Definition of Insured Contract on the Umbrella policy is amended per Coverage for Certain Operations in Connection with Railroads form CU7101 (04/17)

Waiver of Subrogation applies with respects to the Umbrella policy per form CU2403 (09/00)

Cancellation Notice - 30 Days with respects to the Umbrella policy per form IL7066 (07/14)

© 2008 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD



city of Ankeny
bringing it all together

2021 - N ANKENY BLVD LANDSCAPE, SIGNAL & FO UPGRADE

MAP IS FOR LOCATIONAL PURPOSES ONLY

W E S N

1 in = 1,000 ft

Date: 3/6/2020

DEPARTMENT OF PUBLIC WORKS

DIVISION OF ENGINEERING

??

ANKENY CITY COUNCIL

City Council Agenda

March 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT:
Public Works

COUNCIL GOAL: ??
Upgrade Essential Infrastructure

ACTION REQUESTED:
Public Hearing

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:

PH 2022-25: Proposed 2022 PCC Reconstruction Program - SE Peachtree Drive

EXECUTIVE SUMMARY:

The 2022 PCC Reconstruction Program – SE Peachtree Drive project includes pavement reconstruction and minor utility improvements along SE Peachtree Drive from just north of SE Magnolia Drive to just south of SE Oralabor Road in the City of Ankeny.

The construction improvements include the slip-form paving of approximately 3,550 SY of 8” PCC Class C-SUD street pavement, along with approximately 275 SY of 7” PCC Class C-SUD intersection handwork, 250 SY of 7” PCC Class C commercial driveways, and 225 SY of 6” PCC Class C residential driveways. Other associated improvements include Class 10 excavation, subgrade preparation, modified subbase placement, subdrain removal and replacement, reconnection of storm sewer service stubs, minor adjustments to existing storm sewer structures, surface restoration, temporary traffic control, mobilization, and miscellaneous associated work necessary to complete the project.

The bid opening for this project was held on Tuesday, March 1, 2022. Five (5) bids were received as follows:

1. Con-Struct, Inc. $ 805,555.00

2. Hawkeye Paving Corp. $ 840,785.00

3. Shekar Engineering, PLC $ 855,426.10

4. Absolute Concrete Construction, Inc. $ 879,769.00

5. Halbrook Excavating, Inc. $ 905,000.00

The Engineer's Estimate for the project was $ 787,965.00. The bids ranged from approximately 2% above to 15% above the estimate. Con-Struct, Inc. has completed similar street reconstruction projects for the City of Ankeny in the past and they have the technical experience to complete this project. The Public Works Department recommends awarding the 2022 PCC Reconstruction Program - SE Peachtree Drive project to Con-Struct, Inc. of Ames, Iowa.

Pending project approval and award by the City Council, the contractor will be required to start the project no earlier than May 2, 2022 and no later than June 6, 2022. The contractor will have 85 working days to fully complete the overall project.

FISCAL IMPACT: **??No**

This project is included in the current Capital Improvement Program with construction scheduled for 2022.

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the Council take the following action:

1. Hold a hearing on the proposed Contract Documents (plans, specifications, and form of contract), and estimate of cost ($ 787,965.00).

2. Approve Resolution, adopting said plans, specifications, form of contract, and estimated cost for the 2022 PCC Reconstruction Program - SE Peachtree Drive project.

3. Receive and file the report of bids received on March 1, 2022.

4. Approve Resolution, making award of construction contract to Con-Struct, Inc. of Ames, Iowa.

5. Approve Resolution, approving contract and bonds with Con-Struct, Inc. in the amount of $805,555.00.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

February 7, 2022: The City Council approved a Resolution ordering construction and setting the bid opening date as March 1, 2022, and setting the public hearing date as March 7, 2022.

PUBLIC OUTREACH EFFORTS:

A project information meeting for adjacent property owners and residents will be held later this spring. Property owners and residents will continue to receive letters updating them throughout the construction phase.

ACTION REQUESTED:

Action: Consider motion to close Public Hearing 2022-25.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
PH Coversheet
RES - plans, specs
Bid Sheet
Bid Tabulation
RES - making award
RES - approving contract
Contract
Location Map

PUBLIC HEARING 2022-25 **5:30 P.M.** **MARCH 7, 2022**

PROPOSED 2022 PCC RECONSTRUCTION PROGRAM – SE PEACHTREE DRIVE

Mayor:

This is the time and place for a public hearing on the matter of the adoption of plans, specifications, form of contract and estimate of cost for construction of certain public improvements described in general as construction of the 2022 PCC Reconstruction Program – SE Peachtree Drive project. Notice of this hearing was published in the Des Moines Register on the 18th day of February, 2022.

Mayor:

"HAS ANY WRITTEN CORRESPONDENCE BEEN RECEIVED FOR THIS HEARING?"

City Clerk:

None in the Clerk's Office

Mayor:

"I would like to request, at this time, Mark Mueller, Public Works Director, provide a report to the Council on said project."

After Report:

"Because this is a Public Hearing those wishing to be heard for or against the proposed project, please either approach the podium, or if you are attending electronically, raise your electronic hand, or press star 9 (*9). When you are called upon, give your name and address for the record."

After any comments from the audience, Mayor states: "We need to take the following action":

- Consider **MOTION** to close Public Hearing 2022-25.

Mayor announces that further consideration and action on this item will take place under "New Business", Agenda Item "J" later in the meeting.

Council Member _____ introduced the following Resolution entitled "RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE 2022 PCC RECONSTRUCTION PROGRAM - SE PEACHTREE DRIVE", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE 2022 PCC RECONSTRUCTION PROGRAM - SE PEACHTREE DRIVE

WHEREAS, on the **7th** day of **February**, 2022, plans, specifications, form of contract and estimate of cost were filed with the Clerk for the construction of certain public improvements described in general as the 2022 PCC Reconstruction Program - SE Peachtree Drive; and

WHEREAS, notice of hearing on plans, specifications, form of contract and estimate of cost for the public improvements was published as required by law.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ANKENY, STATE OF IOWA:

Section 1. That the plans, specifications, form of contract and estimate of cost are hereby approved as the plans, specifications, form of contract and estimate of cost for the public improvements, as described in the preamble of this Resolution.

PASSED AND APPROVED this 7th day of March, 2022.

_____

Mayor

ATTEST:

_____

City Clerk

city of Ankeny
bringing it all together

BID LETTING **10:30 A.M.** **MARCH 1, 2022**

2022 PCC RECONSTRUCTION PROGRAM – SE PEACHTREE DRIVE

The purpose of this meeting is to receive, open and tabulate bids for construction of the 2022 PCC Reconstruction Program – SE Peachtree Drive project in accordance with the Plans and Specifications prepared by Ankeny Public Works.

Mark Mueller, Public Works Director

Project Estimate of Cost $787,965

	Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (none) Acknowledged
1)	✓	Shekar Engineering PLC 21600 MLK Jr Pkwy #200 Des Moines, IA 50310	$855,424.74	
2)	✓	Halbrook Excavating 4807 SE Rio Ct Ankeny, IA 50021	$905,000 –	
3)	✓	Hawkeye Paving Corp. 801 42nd St South Bettendorf, IA 52722	$840,785.00	
* 4)	✓	Con. Struct Inc. 305 South Dayton Ave Ames IA 50010	$805,555.00	
5)	✓	Absolute Concrete PO Box 148 Slater, IA 50244	$879,769.00	
6)				

*Apparent Low Bidder

Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (none) Acknowledged
7) ____	_____	_____	_____
8) ____	_____	_____	_____
9) ____	_____	_____	_____
10) ____	_____	_____	_____
11) ____	_____	_____	_____
12) ____	_____	_____	_____
13) ____	_____	_____	_____

*Apparent Low Bidder

Bids will be reviewed and further action taken by the City Council at their next regular meeting of March 7, 2022 at 5:30 P.M.

Mark Mueller

Mark Mueller, Public Works Director

ATTEST:

Denise L Hoy

Denise L. Hoy, City Clerk

Bid Tabulation

2022 PCC Reconstruction Program - SE Peachtree Drive

SE Peachtree Drive from SE Oralabor Road to SE Magnolia Drive

March 1, 2022

				Engineer's Estimate			Con-Struct inc.			Hawkeye Paving Corp.			Shekar Engineering, PLC			Absolute Concrete Construction, Inc.			Halbrook Excavating, Inc.		
Item No.	**SUDAS No.**	**Item**	**Unit**	**Total**	**Unit Price**	**Total Price**	**Total**	**Unit Price**	**Total Price**	**Total**	**Item**	**Unit**	**Total**	**Unit Price**	**Total Price**	**Total**	**Unit Price**	**Total Price**	**Total**	**Unit Price**	**Total Price**
		EARTHWORK																			
2.01	2010-D-2	Topsoil, Compost-amended	CY	290	$75.00	$21,750.00	290	$70.00	$20,300.00	290	$105.00	$30,450.00	290	$80.00	$23,200.00	290	$70.00	$20,300.00	290	$70.00	$20,300.00
2.02	2010-E	Excavation, Class 10	CY	765	$30.00	$22,950.00	765	$30.00	$22,950.00	765	$20.00	$15,300.00	765	$15.00	$11,475.00	765	$25.00	$19,125.00	765	$25.00	$19,125.00
2.03	2010-G	Subgrade Preparation, 6" Depth	SY	4,590	$5.00	$22,950.00	4,590	$5.00	$22,950.00	4,590	$4.00	$18,360.00	4,590	$13.00	$59,670.00	4,590	$4.00	$18,360.00	4,590	$4.00	$18,360.00
2.04	2010-I	Subbase, Modified, Virgin Aggregate, 6" Depth	SY	4,590	$15.00	$68,850.00	4,590	$15.00	$68,850.00	4,590	$17.00	$78,030.00	4,590	$12.00	$55,080.00	4,590	$15.00	$68,850.00	4,590	$15.00	$68,850.00
2.05	2010-L	Compaction Testing	LS	1	$5,000.00	$5,000.00	1	$4,000.00	$4,000.00	1	$2,000.00	$2,000.00	1	$5,000.00	$5,000.00	1	$5,000.00	$5,000.00	1	$5,500.00	$5,500.00
		SEWERS AND DRAINS																			
4.01	4040-A	Subdrain, Corrugated PVC, Type 2, 8" Diameter	LF	2,155	$30.00	$64,650.00	2,155	$30.00	$64,650.00	2,155	$32.00	$68,960.00	2,155	$18.00	$38,790.00	2,155	$40.00	$86,200.00	2,155	$40.00	$86,200.00
4.02	4040-C	Subdrain Cleanout, Type B, 24" Diameter	EA	6	$2,000.00	$12,000.00	6	$1,000.00	$6,000.00	6	$1,500.00	$9,000.00	6	$1,500.00	$9,000.00	6	$3,050.00	$18,300.00	6	$3,050.00	$18,300.00
4.03	4040-D	Subdrain Outlets and Connections, PVC, 8" Diameter	EA	10	$500.00	$5,000.00	10	$500.00	$5,000.00	10	$700.00	$7,000.00	10	$750.00	$7,500.00	10	$500.00	$5,000.00	10	$500.00	$5,000.00
4.04	4040-999-A	Reconnection of Storm Sewer Services	EA	11	$500.00	$5,500.00	11	$500.00	$5,500.00	11	$400.00	$4,400.00	11	$750.00	$8,250.00	11	$750.00	$8,250.00	11	$750.00	$8,250.00
4.05	4040-999-B	Removal of Subdrain, Any Type, Any Size	LF	295	$10.00	$2,950.00	295	$10.00	$2,950.00	295	$10.00	$2,950.00	295	$15.00	$4,425.00	295	$10.00	$2,950.00	295	$10.00	$2,950.00
4.06	4040-999-C	Removal of Subdrain Cleanout	EA	2	$250.00	$500.00	2	$500.00	$1,000.00	2	$200.00	$400.00	2	$500.00	$1,000.00	2	$500.00	$1,000.00	2	$500.00	$1,000.00
		STRUCTURES FOR SANITARY AND STORM SEWERS																			
6.01	6010-E	Manhole Adjustment, Sanitary, Minor, Two-Piece Casting	EA	4	$2,000.00	$8,000.00	4	$2,000.00	$8,000.00	4	$3,400.00	$13,600.00	4	$1,200.00	$4,800.00	4	$1,750.00	$7,000.00	4	$1,750.00	$7,000.00
6.02	6010-E	Intake Adjustment, Minor	EA	5	$1,000.00	$5,000.00	5	$2,000.00	$10,000.00	5	$2,800.00	$14,000.00	5	$1,500.00	$7,500.00	5	$1,250.00	$6,250.00	5	$1,250.00	$6,250.00
6.03	6010-F	Intake Adjustment, Major	EA	1	$3,000.00	$3,000.00	1	$3,000.00	$3,000.00	1	$5,000.00	$5,000.00	1	$4,500.00	$4,500.00	1	$2,000.00	$2,000.00	1	$2,000.00	$2,000.00
		STREETS AND RELATED WORK																			
7.01	7010-A	Pavement, PCC, Class C-SUD, 8" Thick	SY	3,640	$75.00	$273,000.00	3,640	$85.00	$309,400.00	3,640	$88.00	$320,320.00	3,640	$83.00	$302,120.00	3,640	$90.00	$327,600.00	3,640	$107.00	$389,480.00
7.02	7010-A	Pavement, PCC, Class C-SUD, 7" Thick	SY	285	$70.00	$19,950.00	285	$70.00	$19,950.00	285	$92.00	$26,220.00	285	$98.16	$27,975.60	285	$85.00	$24,225.00	285	$85.00	$24,225.00
7.03	7010-E	Curb and Gutter, PCC, Class C-SUD, 2.0' Wide, 8" Thick	LF	31	$40.00	$1,240.00	31	$50.00	$1,550.00	31	$70.00	$2,170.00	31	$75.00	$2,325.00	31	$90.00	$2,790.00	31	$78.00	$2,418.00
7.04	7010-999-A	Plastic Concrete Testing	LS	1	$5,000.00	$5,000.00	1	$3,801.00	$3,801.00	1	$2,000.00	$2,000.00	1	$8,500.00	$8,500.00	1	$7,500.00	$7,500.00	1	$8,500.00	$8,500.00
7.05	7030-A	Removal of Sidewalk	SY	125	$15.00	$1,875.00	125	$15.00	$1,875.00	125	$15.00	$1,875.00	125	$10.00	$1,250.00	125	$10.00	$1,250.00	125	$10.00	$1,250.00
7.06	7030-A	Removal of Driveway	SY	475	$15.00	$7,125.00	475	$15.00	$7,125.00	475	$10.00	$4,750.00	475	$10.00	$4,750.00	475	$10.00	$4,750.00	475	$10.00	$4,750.00
7.07	7030-E	Sidewalk, PCC, 4" Thick	SY	82	$60.00	$4,920.00	82	$50.00	$4,100.00	82	$90.00	$7,380.00	82	$50.00	$4,100.00	82	$72.00	$5,904.00	82	$50.00	$4,100.00
7.08	7030-E	Sidewalk, PCC, 6" Thick	SY	33	$125.00	$4,125.00	33	$80.00	$2,640.00	33	$110.00	$3,630.00	33	$65.00	$2,145.00	33	$95.00	$3,135.00	33	$175.00	$5,775.00
7.09	7030-G	Detectable Warnings, Galvanized Steel	SF	48	$60.00	$2,880.00	48	$60.00	$2,880.00	48	$70.00	$3,360.00	48	$55.00	$2,640.00	48	$63.00	$3,024.00	48	$75.00	$3,600.00
7.10	7030-H	Driveway, Paved, PCC, Class C, Type A Residential, 6" Thick	SY	225	$60.00	$13,500.00	225	$60.00	$13,500.00	225	$82.00	$18,450.00	225	$60.00	$13,500.00	225	$72.00	$16,200.00	225	$70.00	$15,750.00
7.11	7030-H	Driveway, Paved, PCC, Class C, Type A Commercial, 7" Thick	SY	250	$75.00	$18,750.00	250	$65.00	$16,250.00	250	$88.00	$22,000.00	250	$60.00	$15,000.00	250	$77.00	$19,250.00	250	$70.00	$17,500.00
7.12	7040-H	Removal of Pavement	SY	3,840	$12.50	$48,000.00	3,840	$15.00	$57,600.00	3,840	$10.00	$38,400.00	3,840	$13.00	$49,920.00	3,840	$10.00	$38,400.00	3,840	$10.00	$38,400.00
7.13	7040-I	Curb and Gutter Removal, 2.0' Wide	LF	75	$10.00	$750.00	75	$20.00	$1,500.00	75	$30.00	$2,250.00	75	$35.00	$2,625.00	75	$18.00	$1,350.00	75	$18.00	$1,350.00
		TRAFFIC CONTROL																			
8.01	8030-A	Temporary Traffic Control	LS	1	$15,000.00	$15,000.00	1	$9,500.00	$9,500.00	1	$25,000.00	$25,000.00	1	$11,385.00	$11,385.00	1	$8,700.00	$8,700.00	1	$10,000.00	$10,000.00
8.02	8030-999-A	Portable Dynamic Message Sign (PDMS)	CDAY	10	$150.00	$1,500.00	10	$165.00	$1,650.00	10	$150.00	$1,500.00	10	$230.00	$2,300.00	10	$150.00	$1,500.00	10	$175.00	$1,750.00
		SITE WORK AND LANDSCAPING																			
9.01	9010-A	Conventional Seeding and Fertilizing, Type 1	AC	1	$2,500.00	$1,500.00	1	$2,750.00	$1,650.00	1	$2,200.00	$1,320.00	1	$5,175.00	$3,105.00	1	$4,510.00	$2,706.00	1	$5,000.00	$3,000.00
9.02	9010-A	Conventional Seeding and Fertilizing, Type 4	AC	1	$1,500.00	$900.00	1	$1,100.00	$660.00	1	$250.00	$150.00	1	$2,875.00	$1,725.00	1	$2,500.00	$1,500.00	1	$2,850.00	$1,710.00
9.03	9040-Q-2	Erosion Control Mulching, Hydromulching, BFM	AC	1	$3,500.00	$4,200.00	1	$3,850.00	$4,620.00	1	$2,900.00	$3,480.00	1	$5,175.00	$6,210.00	1	$4,500.00	$5,400.00	1	$5,000.00	$6,000.00
9.04	9040-T-1	Inlet Protection Device, Surface-applied	EA	8	$250.00	$2,000.00	8	$66.00	$528.00	8	$75.00	$600.00	8	$402.50	$3,220.00	8	$350.00	$2,800.00	8	$400.00	$3,200.00
9.05	9040-T-1	Inlet Protection Device, Drop-in	EA	8	$200.00	$1,600.00	8	$132.00	$1,056.00	8	$175.00	$1,400.00	8	$230.00	$1,840.00	8	$200.00	$1,600.00	8	$225.00	$1,800.00
9.06	9040-T-2	Inlet Protection Device, Maintenance	EA	16	$50.00	$800.00	16	$20.00	$320.00	16	$35.00	$560.00	16	$57.50	$920.00	16	$50.00	$800.00	16	$55.00	$880.00
		MISCELLANEOUS																			
11.01	11,020-A	Mobilization	LS	1	$80,000.00	$80,000.00	1	$70,000.00	$70,000.00	1	$76,000.00	$76,000.00	1	$120,000.00	$120,000.00	1	$100,000.00	$100,000.00	1	$58,327.00	$58,327.00
11.02	11,030-A	Maintenance of Postal Service	LS	1	$3,000.00	$3,000.00	1	$7,000.00	$7,000.00	1	$4,000.00	$4,000.00	1	$4,500.00	$4,500.00	1	$6,500.00	$6,500.00	1	$7,500.00	$7,500.00
11.03	11,030-B	Maintenance of Solid Waste Collection	LS	1	$5,000.00	$5,000.00	1	$4,000.00	$4,000.00	1	$500.00	$500.00	1	$3,500.00	$3,500.00	1	$8,000.00	$8,000.00	1	$5,000.00	$5,000.00
11.04	11,040-999-A	Temporary Pedestrian Ramp	EA	4	$2,500.00	$10,000.00	4	$1,000.00	$4,000.00	4	$200.00	$800.00	4	$2,500.00	$10,000.00	4	$1,750.00	$7,000.00	4	$2,500.00	$10,000.00
11.05	11,040-999-B	Temporary Driveway	SY	370	$25.00	$9,250.00	370	$25.00	$9,250.00	370	$6.00	$2,220.00	370	$12.65	$4,680.50	370	$20.00	$7,400.00	370	$20.00	$7,400.00
11.06	11,050-A	Concrete Washout, Containers	LS	1	$4,000.00	$4,000.00	1	$4,000.00	$4,000.00	1	$1,000.00	$1,000.00	1	$5,000.00	$5,000.00	1	$1,900.00	$1,900.00	1	$2,250.00	$2,250.00
		TOTAL AMOUNT BID =				**$787,965.00**			**$805,555.00**			**$840,785.00**			**$855,426.10**			**$879,769.00**			**$905,000.00**

*Calculation Error

Council Member _____ introduced the following Resolution entitled "RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE 2022 PCC RECONSTRUCTION PROGRAM - SE PEACHTREE DRIVE", and moved:

☒ that the Resolution be adopted.

☐ ADJOURN to permit the Engineer to review and make recommendation on said bids, therefore defer action on the Resolution to the meeting to be held at _____ _____.M. on _____, 2022, at this place.

Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE 2022 PCC RECONSTRUCTION PROGRAM - SE PEACHTREE DRIVE

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ANKENY, STATE OF IOWA:

Section 1. That the following bid for the construction of certain public improvements described in general as the 2022 PCC Reconstruction Program - SE Peachtree Drive, described in the plans and specifications heretofore adopted by this Council on March 7, 2022, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

Contractor: **Con-Struct, Inc.** of **Ames, Iowa**

Amount of bid: **$805,555.00**

Portion of project: All construction work

Section 2. That the Mayor and Clerk are hereby directed to execute the contract with the contractor for the construction of the public improvements, such contract not to be binding on the City until approved by this Council.

PASSED AND APPROVED this 7th day of March, 2022.

_____
Mayor

ATTEST:

_____
City Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND FOR THE 2022 PCC RECONSTRUCTION PROGRAM - SE PEACHTREE DRIVE", and moved its adoption. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND FOR THE 2022 PCC RECONSTRUCTION PROGRAM - SE PEACHTREE DRIVE

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ANKENY, STATE OF IOWA:

That the construction contract and bond executed and insurance coverage for the construction of certain public improvements described in general as the 2022 PCC Reconstruction Program - SE Peachtree Drive, and as described in detail in the plans and specifications heretofore approved, and which have been signed by the Mayor and Clerk on behalf of the City be and the same are hereby approved as follows:

Contractor: **Con-Struct, Inc.** of **Ames, Iowa**

Amount of bid: **$805,555.00**

Bond surety: _____

Date of bond: _____

Portion of project: All construction work

PASSED AND APPROVED this **7th** day of **March**, 2022.

_____
Mayor

ATTEST:

_____
City Clerk

CONTRACT

THIS CONTRACT, made and entered into at **Ankeny, Iowa** this 7th day of March, 2022, by and between the **City of Ankeny, Iowa** by its **Mayor**, upon order of its **City Council** hereinafter called the "Jurisdiction," and Con-Struct, Inc., hereinafter called the "Contractor."

WITNESSETH:

The Contractor hereby agrees to complete the work comprising the below referenced improvements as specified in the Contract Documents, which are officially on file with the Jurisdiction, in the office of the **City Clerk**. This Contract includes all Contract Documents. The work under this Contract shall be constructed in accordance with the SUDAS Standard Specifications, Most Recent Edition, and as further modified by the Supplemental Specifications and Special Provisions included in said Contract Documents. 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: Bid Items, Quantities, and Prices, which were proposed by the Contractor in its Proposal submitted in accordance with the Notice to Bidders and Notice of Public Hearing for the following described improvements:

2022 PCC RECONSTRUCTION PROGRAM – SE PEACHTREE DRIVE

The 2022 PCC Reconstruction Program – SE Peachtree Drive project includes pavement reconstruction and minor utility improvements along SE Peachtree Drive from just north of SE Magnolia Drive to just south of SE Oralabor Road in the City of Ankeny.

The construction improvements include the slip-form paving of approximately 3,550 SY of 8" PCC Class C-SUD street pavement, along with approximately 275 SY of 7" PCC Class C-SUD intersection handwork, 250 SY of 7" PCC Class C commercial driveways, and 225 SY of 6" PCC Class C residential driveways. Other associated improvements include Class 10 excavation, subgrade preparation, modified subbase placement, subdrain removal and replacement, reconnection of storm sewer service stubs, minor adjustments to existing storm sewer structures, surface restoration, temporary traffic control, mobilization, and miscellaneous associated work necessary to complete the project.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of Eight Hundred Five Thousand, Five Hundred Fifty-Five and 00/100 DOLLARS ($805,555.00), which amount shall constitute the required amount of the Performance, Payment, and Maintenance Bond. The Contractor hereby agrees to commence work under this Contract on or before a date to be specified in a written Notice to Proceed by the Jurisdiction; and to complete the project as described in the Notice to Bidders and Notice of Public Hearing as noted below:

The Contractor shall fully complete the overall project within **eighty-five (85) working days.** Full completion for the overall project shall be defined as all utility, grading, and pavement construction completed, with the new streets, driveways, and sidewalks fully open to traffic, and all improvements ready for final acceptance. **A mandatory six-day work week is required and working days will be charged on Saturdays.** Should the Contractor fail to fully complete the work within this timeframe, liquidated damages of **One Thousand Dollars ($1,000.00) per calendar day** will be assessed for work not fully completed within the designated Contract term(s).

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

JURISDICTION:

By: _____

(Seal)
ATTEST:

_____

CONTRACTOR:

CON-STRUCT, INC.
Contractor

By: D Wunt
Signature

PRESIDENT
Title

Con-Struct Inc
305 South Dayton Ave
Ames, IA 50010
Street Address

City, State, Zip Code

515 232 6443
Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration Number CO 9441-32 issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.

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 Iowa Department of Workforce Development. 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 is 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 Iowa Code, or as amended, governing foreign corporations.

NOTE:

1. **All signatures on this Contract must be original signatures in ink; copies, facsimiles, or electronic signatures will not be accepted.**

CORPORATE ACKNOWLEDGEMENT

State of Iowa)
) SS
Story County)

On this 1st day of March, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Doug Waite and ___ Pusiaunt, to me known, who, being by me duly sworn, did say that they are the ___, and ___, respectively, of the corporation executing the foregoing instrument; that (no seal has been procured by) (the seal affixed thereto is the seal of) the corporation; that said instrument was signed (and sealed) on behalf of the corporation by authority of this Board of Directors; that Doug Waite and ___ acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Jan Searcy

NOTARIAL SEAL IOWA
JAN SEARCY
Commission Number 807340
My Commission Expires

Notary Public in and for the State of Iowa
My commission expires 11-6, 2023

NOTARIAL SEAL IOWA
JAN SEARCY
Commission Number 807340
My Commission Expires 11-6-23

PARTNERSHIP ACKNOWLEDGEMENT

State of _____)
) SS
_____ County)

On this _____ day of _____, 20___, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ to me personally known, who being by me duly sworn, did say that the person is one of the partners of _____ _____, a partnership, and that the instrument was signed on behalf of the partnership by authority of the partners and the partner acknowledged the execution of the instrument to be the voluntary act and deed of the partnership by it and by the partner voluntarily executed.

_____
Notary Public in and for the State of _____
My commission expires _____, 20___

INDIVIDUAL ACKNOWLEDGEMENT

State of _____)
) SS
_____ County)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ and ___ _____, to me known to be the identical person(s) named in and who executed the foregoing instrument, and acknowledged that (he) (she) (they) executed the instrument as (his) (her) (their) voluntary act and deed.

_____
Notary Public in and for the State of _____
My commission expires _____, 20____

LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT

State of _____)
) SS
_____ County)

On this _____ day of _____, 20____, before me a Notary Public in and for said county, personally appeared _____, to me personally known, who being by me duly sworn did say that person is _____ of said _____, 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 _____ _____, by authority of its managers and the said _____ acknowledged the execution of said instrument to be the voluntary act and deed of said _____ _____, by it voluntarily executed.

_____
Notary Public in and for the State of _____
My commission expires _____, 20____

CONTRACT ATTACHMENT: BID ITEMS, QUANTITIES, AND PRICES

This Contract is awarded and executed for completion of the work specified in the Contract Documents for the bid prices tabulated below as proposed by the Contractor in its Proposal submitted in accordance with the Notice to Bidders and Notice of Public Hearing. All quantities are subject to revision by the Jurisdiction. Quantity changes that amount to twenty percent (20%) or less of the amount bid shall not affect the unit bid price.

Item No.	Item	Unit	Total	Unit Price	Total Price
	EARTHWORK				
2.01	Topsoil, Compost-amended	CY	290	$70.00	$20,300.00
2.02	Excavation, Class 10	CY	765	$30.00	$22,950.00
2.03	Subgrade Preparation, 6" Depth	SY	4,590	$5.00	$22,950.00
2.04	Subbase, Modified, Virgin Aggregate, 6" Depth	SY	4,590	$15.00	$68,850.00
2.05	Compaction Testing	LS	1	$4,000.00	$4,000.00
	SEWERS AND DRAINS				
4.01	Subdrain, Corrugated PVC, Type 2, 8" Diameter	LF	2,155	$30.00	$64,650.00
4.02	Subdrain Cleanout, Type B, 24" Diameter	EA	6	$1,000.00	$6,000.00
4.03	Subdrain Outlets and Connections, PVC, 8" Diameter	EA	10	$500.00	$5,000.00
4.04	Reconnection of Storm Sewer Services	EA	11	$500.00	$5,500.00
4.05	Removal of Subdrain, Any Type, Any Size	LF	295	$10.00	$2,950.00
4.06	Removal of Subdrain Cleanout	EA	2	$500.00	$1,000.00
	STRUCTURES FOR SANITARY AND STORM SEWERS				
6.01	Manhole Adjustment, Sanitary, Minor, Two-Piece Casting	EA	4	$2,000.00	$8,000.00
6.02	Intake Adjustment, Minor	EA	5	$2,000.00	$10,000.00
6.03	Intake Adjustment, Major	EA	1	$3,000.00	$3,000.00
	STREETS AND RELATED WORK				
7.01	Pavement, PCC, Class C-SUD, 8" Thick	SY	3,640	$85.00	$309,400.00
7.02	Pavement, PCC, Class C-SUD, 7" Thick	SY	285	$70.00	$19,950.00
7.03	Curb and Gutter, PCC, Class C-SUD, 2.0' Wide, 8" Thick	LF	31	$50.00	$1,550.00
7.04	Plastic Concrete Testing	LS	1	$3,801.00	$3,801.00
7.05	Removal of Sidewalk	SY	125	$15.00	$1,875.00
7.06	Removal of Driveway	SY	475	$15.00	$7,125.00

7.07	Sidewalk, PCC, 4" Thick	SY	82	$50.00	$4,100.00
7.08	Sidewalk, PCC, 6" Thick	SY	33	$80.00	$2,640.00
7.09	Detectable Warnings, Galvanized Steel	SF	48	$60.00	$2,880.00
7.10	Driveway, Paved, PCC, Class C, Type A Residential, 6" Thick	SY	225	$60.00	$13,500.00
7.11	Driveway, Paved, PCC, Class C, Type A Commercial, 7" Thick	SY	250	$65.00	$16,250.00
7.12	Removal of Pavement	SY	3,840	$15.00	$57,600.00
7.13	Curb and Gutter Removal, 2.0' Wide	LF	75	$20.00	$1,500.00
	TRAFFIC CONTROL				
8.01	Temporary Traffic Control	LS	1	$9,500.00	$9,500.00
8.02	Portable Dynamic Message Sign (PDMS)	CDAY	10	$165.00	$1,650.00
	SITE WORK AND LANDSCAPING				
9.01	Conventional Seeding and Fertilizing, Type 1	AC	1	$2,750.00	$1,650.00
9.02	Conventional Seeding and Fertilizing, Type 4	AC	1	$1,100.00	$660.00
9.03	Erosion Control Mulching, Hydromulching, BFM	AC	1	$3,850.00	$4,620.00
9.04	Inlet Protection Device, Surface-applied	EA	8	$66.00	$528.00
9.05	Inlet Protection Device, Drop-in	EA	8	$132.00	$1,056.00
9.06	Inlet Protection Device, Maintenance	EA	16	$20.00	$320.00
	MISCELLANEOUS				
11.01	Mobilization	LS	1	$70,000.00	$70,000.00
11.02	Maintenance of Postal Service	LS	1	$7,000.00	$7,000.00
11.03	Maintenance of Solid Waste Collection	LS	1	$4,000.00	$4,000.00
11.04	Temporary Pedestrian Ramp	EA	4	$1,000.00	$4,000.00
11.05	Temporary Driveway	SY	370	$25.00	$9,250.00
11.06	Concrete Washout, Containers	LS	1	$4,000.00	$4,000.00

TOTAL CONTRACT AMOUNT = $805,555.00

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, Con-Struct, Inc., as Principal (hereinafter the "Contractor" or "Principal") and *Merchants Bonding Company (Mutual)*, as Surety, are held and firmly bound unto the **City of Ankeny, Iowa**,* as Obligee, (hereinafter referred to as the "Jurisdiction"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of Eight Hundred Five Thousand, Five Hundred Fifty-Five and 00/100 DOLLARS ($805,555.00), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives, and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Jurisdiction, bearing date the 7th day of March, 2022, (hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

2022 PCC RECONSTRUCTION PROGRAM – SE PEACHTREE DRIVE

The 2022 PCC Reconstruction Program – SE Peachtree Drive project includes pavement reconstruction and minor utility improvements along SE Peachtree Drive from just north of SE Magnolia Drive to just south of SE Oralabor Road in the City of Ankeny.

The construction improvements include the slip-form paving of approximately 3,550 SY of 8" PCC Class C-SUD street pavement, along with approximately 275 SY of 7" PCC Class C-SUD intersection handwork, 250 SY of 7" PCC Class C commercial driveways, and 225 SY of 6" PCC Class C residential driveways. Other associated improvements include Class 10 excavation, subgrade preparation, modified subbase placement, subdrain removal and replacement, reconnection of storm sewer service stubs, minor adjustments to existing storm sewer structures, surface restoration, temporary traffic control, mobilization, and miscellaneous associated work necessary to complete the project.

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 Contract Documents.

It is expressly understood and agreed by the Contractor and Surety in this Bond that the following provisions are a part of this Bond and are binding upon said 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 said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, 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.

**Department of Public Works, 1210 NW Prairie Ridge Drive, Ankeny, IA 50023*

2. PAYMENT: The Contractor and the Surety on this Bond are hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, 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 to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.

3. MAINTENANCE: The Contractor and the Surety on this Bond hereby agree, at their own expense:

   A. To 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)** years from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;

   B. To keep all work in continuous good repair; and

   C. To pay the Jurisdiction's reasonable costs of monitoring and inspecting to assure that any defects are remedied, and to repair 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.

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, which thereby 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 (20%) 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 the liquidated damage penalty is being charged against the Contractor.

   D. 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.

E. 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 where 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, attorney's 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.

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 incurring to the benefit of the Jurisdiction, the Contractor and the Surety agree, jointly and severally, to pay the Jurisdiction all outlay and expense incurred therefore 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 Surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said 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 phase 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 7th day of March, 2022.

Surety Countersigned By:

_____
Signature of Agent

_____
Printed Name of Agent

_____
Company Name

_____
Company Address

_____
City, State, Zip Code

_____
Company Telephone Number

PRINCIPAL: *Con-Struct, Inc.*
305 S. Dayton Avenue
Ames, IA 50010
Contractor

By: _____
Signature

PRESIDENT
Title

SURETY:

Merchants Bonding Company (Mutual)
Surety Company

By: _____
Signature Attorney-in-Fact Officer

Troy Staples
Printed Name of Attorney-in-Fact Officer

Merchants Bonding Company (Mutual)
Company Name

PO Box 14498
Company Address

Des Moines, IA 50306
City, State, Zip Code

800-678-8171
Company Telephone Number

NOTE:

1. **All signatures on this Performance, Payment, and Maintenance Bond must be original signatures in ink; copies, facsimiles, or electronic signatures will not be accepted.**
2. **This Bond must be sealed with the Surety's raised, embossing 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 of Power or Attorney accompanying this Bond.**

ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of _____)
)
County of _____)

On this _____ day of _____, in the year _____, before me personally come(s) _____, to me known and known to me to be the person(s) who (is) (are) described in and executed the foregoing instrument and acknowledge(s) to me that he/she executed the same.

_____
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

State of _____)
)
County of _____)

On this _____ day of _____, in the year _____, before me personally come(s) _____, a member of the co-partnership of _____ _____ to me known and known to me to be the person who is described in and executed the foregoing instrument and acknowledges to me that he/she executed the same as for the act and deed of the said co-partnership.

_____
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Corporation)

State of Iowa)
)
County of Story)

On this 7th day of March, in the year 2022, before me personally come(s) Doug Waite, to me known, who, being duly sworn, deposes and says that he/she is the Presiaunt of the Con-Struct Inc the corporation described in and which executed the foregoing instrument; that he/she knows the seal of the said corporation; the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

Jan Searcy
Notary Public

NOTARIAL SEAL IOWA
JAN SEARCY
Commission Number 807340
My Commission Expires 11-4-23

ACKNOWLEDGMENT OF SURETY

State of Minnesota)
)
County of Dakota)

On this 7th day of March, in the year 2022, before me personally come(s) Troy Staples, Attorney(s)-in-Fact of Merchants Bonding Company (Mutual) with whom I am personally acquainted, and who, being by me duly sworn, says that he/she is (are) the Attorney(s)-in-Fact of Merchants Bonding Company (Mutual) company described in and which executed the within instrument; that he/she know(s) the corporate seal of such company; and that seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and that he/she signed said instrument as Attorney(s)-in-Fact of the said company by like order.

LISA M. FRANCOUR
NOTARY PUBLIC - MINNESOTA
My Commission Expires Jan. 31, 2025

Lisa M. Francour
Notary Public

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,

Jennifer Boyles; Jonathan Pate; Nick Hochban; Thomas G Kemp; Thomas M Lahl; Troy Staples; Zachary Pate

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 6th day of April , 2017 .

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

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

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.
On this this 6th day of April 2017 , 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.

NOTARIAL SEAL IOWA

ALICIA K. GRAM
Commission Number 767430
My Commission Expires
April 1, 2020

Alicia K. Gram
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 7th day of March , 2022 .

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0018 (3/17)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/03/2022

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 FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060	CONTACT NAME: CLIENT CONTACT CENTER PHONE (A/C, No, Ext): 888-333-4949 FAX (A/C, No): 507-446-4664 E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM
INSURED 156-629-8 CON-STRUCT INCORPORATED 305 S DAYTON AVE AMES, IA 50010-6413	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: FEDERATED MUTUAL INSURANCE COMPANY — 13935 INSURER B: FEDERATED SERVICE INSURANCE COMPANY — 28304 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 415 REVISION NUMBER: 0

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y	N	6059602	12/01/2021	12/01/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $100,000 $10,000 $1,000,000 $2,000,000 $2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	N	N	6059602	12/01/2021	12/01/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION	N	N	6059603	12/01/2021	12/01/2022	EACH OCCURRENCE AGGREGATE	$8,000,000 $8,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	N	6059604	12/01/2021	12/01/2022	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $500,000 $500,000 $500,000

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

CITY OF ANKENY 2022 PCC RECONSTRUCTION PROGRAM - SE PEACHTREE DRIVE
THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU ENDORSEMENT FOR GENERAL LIABILITY.

CERTIFICATE HOLDER	CANCELLATION
156-629-8 415 0 CITY OF ANKENY 410 W 1ST ST ANKENY, IA 50023-1557	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 Michael G Kerr

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN A WRITTEN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. **Section II - Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the 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 activities.

   This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

© Insurance Services Office, Inc., 2018

2. "Bodily injury" or "property damage" 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 location 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 a part of the same project.

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

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

© Insurance Services Office, Inc., 2018

city of Ankeny
bringing it all together

2022 - PCC Reconstruction Program - SE Peachtree Drive

Map is for Locational Purposes Only

W E S N

1 in = 200 ft

Date: 1/5/2022

PUBLIC WORKS DEPARTMENT

ENGINEERING DIVISION

??

ANKENY CITY COUNCIL

City Council Agenda

March 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: ?? COUNCIL GOAL:

Municipal Utilities

Upgrade Essential Infrastructure

ACTION REQUESTED:

Public Hearing

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

PH 2022-26: Proposed NE Four Mile Drive RCB - Deer Creek

EXECUTIVE SUMMARY:

NE Four Mile Drive RCB - Deer Creek

The NE Four Mile Drive RCB for Deer Creek project is generally located on NE Four Mile Drive between NE 16th Street and NE S8th Street. The construction improvements include construction of a Twin 12' x 8' x 188' reinforced concrete box culvert and roadway embankment. Other associated improvements include mobilization, excavation, fencing, revetment, erosion control, surface restoration and miscellaneous work necessary to complete the project.

The bid opening for this project was held on Tuesday, March 1, 2022. Three (3) bids were received as follows:

1. Gus Construction $1,027,970.68
2. Jenco Construction, Inc. $1,038,615.50

3. Synergy Contracting, LLC $1,641,469.50

The Engineer's Estimate for the project was $1,161,988.00. The bids ranged from approximately 13% below to 41% above the engineer's estimate. The City reviewed the bid results both internally and with the project's engineering consultant. Gus Construction successfully completed other projects for Kirkham Michael in the past. It is recommended that the project be awarded to Gus Construction of Casey, Iowa.

Pending project approval and award by the City Council, the contractor will shall commence any time after the written Notice to Proceed is issued, no later than April 11th, 2022, and they will have 90 Working Days to complete the project.

FISCAL IMPACT: **??No**

This project is included in the current Capital Improvement Program with construction scheduled for 2022.

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that City Council take the following action:

1. Hold a hearing on the proposed Contract Documents (plans, specifications and form of contract) and estimated cost ($1,161,988.00).

2. Approve Resolution, adopting said plans, specifications, form of contract and estimated cost for the NE Four Mile Drive RCB - Deer Creek.

3. Receive and file the report of bids received on March 1, 2022.

4. Approve Resolution, making award of construction contract to Gus Construction of Casey, Iowa.

5. Approve Resolution, approving contract and bonds with Gus Construction in the amount of $1,027,970.68.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

February 7, 2022: The City Council approved a Resolution ordering construction and setting the bid opening date as March 1, 2022, and setting the public hearing date as March 7, 2022.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to close Public Hearing 2022-26.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
PH Coversheet

- RES - plans, specs
- Bid Sheet
- Bid Tabulation
- RES - making award
- RES - approving contract
- Contract
- Project Location Map

PUBLIC HEARING 2022-26 **5:30 P.M.** **MARCH 7, 2022**

PROPOSED NE FOUR MILE DRIVE RCB – DEER CREEK

Mayor:

This is the time and place for a public hearing on the matter of the adoption of plans, specifications, form of contract and estimate of cost for construction of certain public improvements described in general as construction of the NE Four Mile Drive RCB – Deer Creek project. Notice of this hearing was published in the Des Moines Register on the 18th day of February, 2022.

Mayor:

"HAS ANY WRITTEN CORRESPONDENCE BEEN RECEIVED FOR THIS HEARING?"

City Clerk:

None in the Clerk's Office

Mayor:

"I would like to request, at this time, Don Clark, Municipal Utilities Director, provide a report to the Council on said project."

After Report:

"Because this is a Public Hearing those wishing to be heard for or against the proposed project, please either approach the podium, or if you are attending electronically, raise your electronic hand, or press star 9 (*9). When you are called upon, give your name and address for the record."

After any comments from the audience, Mayor states: "We need to take the following action":

- Consider **MOTION** to close Public Hearing 2022-26.

Mayor announces that further consideration and action on this item will take place under "New Business", Agenda Item "J" later in the meeting.

Council Member _____ introduced the following Resolution entitled "RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE NE FOUR MILE DRIVE RCB FOR DEER CREEK", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE NE FOUR MILE DRIVE RCB FOR DEER CREEK

WHEREAS, on the **7th** day of **February**, 2022, plans, specifications, form of contract and estimate of cost were filed with the Clerk for the construction of certain public improvements described in general as the NE Four Mile Drive RCB for Deer Creek; and

WHEREAS, notice of hearing on plans, specifications, form of contract and estimate of cost for the public improvements was published as required by law.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ANKENY, STATE OF IOWA:

Section 1. That the plans, specifications, form of contract and estimate of cost are hereby approved as the plans, specifications, form of contract and estimate of cost for the public improvements, as described in the preamble of this Resolution.

PASSED AND APPROVED this 7th day of March, 2022.

_____

Mayor

ATTEST:

_____

City Clerk

city of Ankeny
bringing it all together

BID LETTING **10:30 A.M.** **MARCH 1, 2022**

NE FOUR MILE DRIVE RCB – DEER CREEK

The purpose of this meeting is to receive, open and tabulate bids for construction of the NE Four Mile Drive RCB – Deer Creek project in accordance with the Plans and Specifications prepared by Kirkham Michael & Associates.

Don Clark, Municipal Utilities Director

Project Estimate of Cost $1,161,988

	Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (one) Acknowledged
* 1)	✓	Gus Construction PO Box 77 Casey IA 50048	$1,027,970.68	✓
* 2)	✓	~~Iowa Concrete Inc~~ Jenco Construction Inc. 6804 NW 2nd St Des Moines Ia 50313	$1,038,615.50	✓
3)	✓	Synergy Contracting LLC 7481 US Hwy 69 Des Moines IA 50320	$1,641,469.50	✓
4)				
5)				
6)				

*Apparent Low Bidder

Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (one) Acknowledged
7) ____	_____	_____	_____
8) ____	_____	_____	_____
9) ____	_____	_____	_____
10) ____	_____	_____	_____
11) ____	_____	_____	_____
12) ____	_____	_____	_____
13) ____	_____	_____	_____

*Apparent Low Bidder

Bids will be reviewed and further action taken by the City Council at their next regular meeting of March 7, 2022 at 5:30 P.M.

Donald Clark

Don Clark, Municipal Utilities Director

ATTEST:

Denise L. Hoy

Denise L. Hoy, City Clerk

KIRKHAM MICHAEL

Tabulation of Bids

City of Ankeny

I hereby certify that this is a true and correct bid tabulation of bids received on March 1, 2022 for the NE Four Mile Drive RCB over Deer Creek RCB Culvert project in Ankeny, IA.

Greg Cabalka, P.E. License No. 21393 Date 3/1/2022

Bid Date is Tuesday, March 1, 2022				Engineer's Opinion of Cost		GUS CONSTRUCTION CO.		JENCO CONSTRUCTION		SYNERGY CONTRACTING			
	Item	Units	Quantity	Unit Price	Subtotal	Unit Price	Subtotal	Unit Price	Subtotal	Unit Price	Subtotal	Unit Price	Subtotal
Division 2 - Clearing, Excavation, & Embankment													
2.1	CLEARING AND GRUBBING	LS	1	$ 15,000.00	$ 15,000.00	$ 21,000.00	$ 21,000.00	$ 15,000.00	$ 15,000.00	$ 29,400.00	$ 29,400.00		$ -
2.2	TOPSOIL ON-SITE	CY	3900	$ 6.50	$ 25,350.00	$ 6.00	$ 23,400.00	$ 6.60	$ 25,740.00	$ 14.00	$ 54,600.00		$ -
2.3	EXCAVATION, CLASS D (ON-SITE)	CY	41600	$ 3.25	$ 135,200.00	$ 4.00	$ 166,400.00	$ 4.40	$ 183,040.00	$ 7.00	$ 291,200.00		$ -
2.4	COMPACTION TESTING	LS	1	$ 12,000.00	$ 12,000.00	$ 6,000.00	$ 6,000.00	$ 6,600.00	$ 6,600.00	$ 14,000.00	$ 14,000.00		$ -
Division 4 -Sewer & Drains													
4.1	STORM SEWER, TRENCHED, HDPE, 12"	LF	179	$ 56.00	$ 10,024.00	$ 85.00	$ 15,215.00	$ 93.50	$ 16,736.50	$ 126.00	$ 22,554.00		$ -
4.2	PIPE, APRON, CMP, 12"	EA	2	$ 2,000.00	$ 4,000.00	$ 800.00	$ 1,600.00	$ 880.00	$ 1,760.00	$ 3,500.00	$ 7,000.00		$ -
Division 5 - Water Mains & Appurtenances													
Divison 6 - Structures for Sanitary and Storm Sewers													
Division 7 - Streets & Related Work													
Division 8 - Traffic Control / Signalization													
Division 9 - Site Work and Landscaping													
9.1	CONVENTIONAL SEEDING, FERT AND MULCH, T 4	AC	6	$ 2,000.00	$ 12,000.00	$ 950.00	$ 5,700.00	$ 1,700.00	$ 10,200.00	$ 2,380.00	$ 14,280.00		$ -
9.2	CONVENTIONAL SEEDING, FERT AND MULCH, T 3	AC	1.8	$ 500.00	$ 900.00	$ 350.00	$ 630.00	$ 600.00	$ 1,080.00	$ 840.00	$ 1,512.00		$ -
9.3	EROSION CONTROL MULCHING HYDRO	AC	7.8	$ 2,200.00	$ 17,160.00	$ 3,200.00	$ 24,960.00	$ 3,500.00	$ 27,300.00	$ 4,900.00	$ 38,220.00		$ -
9.4	WATTLES	LF	500	$ 3.50	$ 1,750.00	$ 3.00	$ 1,500.00	$ 4.00	$ 2,000.00	$ 5.00	$ 2,500.00		$ -
9.5	WATTLES, REMOVAL OF DEVICE	LF	500	$ 0.60	$ 300.00	$ 1.00	$ 500.00	$ 0.50	$ 250.00	$ 1.00	$ 500.00		$ -
9.6	RIP RAP, CLASS D	TON	30	$ 65.00	$ 1,950.00	$ 75.00	$ 2,250.00	$ 75.00	$ 2,250.00	$ 98.00	$ 2,940.00		$ -
9.7	SILT FENCE	LF	3200	$ 2.25	$ 7,200.00	$ 1.80	$ 5,760.00	$ 1.75	$ 5,600.00	$ 2.00	$ 6,400.00		$ -
9.8	SILT FENCE, REMOVAL OF DEVICE	LF	3200	$ 1.55	$ 4,960.00	$ 0.10	$ 320.00	$ 0.05	$ 160.00	$ 0.25	$ 800.00		$ -
9.9	STABILIZED CONSTRUCTION ENTRANCE	SY	350	$ 20.00	$ 7,000.00	$ 10.00	$ 3,500.00	$ 19.80	$ 6,930.00	$ 14.00	$ 4,900.00		$ -
9.10	TURF REINFORCEMENT MAT	SF	16	$ 50.00	$ 800.00	$ 40.00	$ 640.00	$ 50.00	$ 800.00	$ 70.00	$ 1,120.00		$ -
Division 11 - Miscellaneous													
11.1	MOBILIZATION	LS	1	$ 100,000.00	$ 100,000.00	$ 80,000.00	$ 80,000.00	$ 30,000.00	$ 30,000.00	$ 92,400.00	$ 92,400.00		$ -
11.2	CONCRETE WASHOUT	LS	1	$ 5,000.00	$ 5,000.00	$ 2,400.00	$ 2,400.00	$ 5,000.00	$ 5,000.00	$ 7,000.00	$ 7,000.00		$ -
Division 12 - Other													
12.1	SPECIAL BACKFILL	CY	183	$ 35.00	$ 6,405.00	$ 85.00	$ 15,555.00	$ 45.00	$ 8,235.00	$ 84.00	$ 15,372.00		$ -
12.2	EXCAVATION, CLASS 10, CHANNEL	CY	804	$ 8.00	$ 6,432.00	$ 15.00	$ 12,060.00	$ 16.50	$ 13,266.00	$ 21.00	$ 16,884.00		$ -
12.3	COMPACTING BACKFILL ADJACENT TO BRIDGES, CULVERT	CY	289	$ 18.00	$ 5,202.00	$ 25.00	$ 7,225.00	$ 27.50	$ 7,947.50	$ 21.00	$ 6,069.00		$ -
12.4	COMPACTION WITH MOISTURE CONTROL	CY	1860	$ 1.50	$ 2,790.00	$ 2.00	$ 3,720.00	$ 2.20	$ 4,092.00	$ 7.00	$ 13,020.00		$ -
12.5	FLOODED BACKFILL	CY	54	$ 50.00	$ 2,700.00	$ 100.00	$ 5,400.00	$ 50.00	$ 2,700.00	$ 140.00	$ 7,560.00		$ -
12.6	EXCAVATION, CLASS 20	CY	2267	$ 26.00	$ 58,942.00	$ 18.00	$ 40,806.00	$ 12.00	$ 27,204.00	$ 21.00	$ 47,607.00		$ -
12.7	STRUCTURAL CONCRETE (RCB CULVERT)	CY	812.5	$ 640.00	$ 520,000.00	$ 464.00	$ 377,000.00	$ 500.00	$ 406,250.00	$ 702.00	$ 570,375.00		$ -
12.8	REINFORCING STEEL	LB	99172	$ 1.40	$ 138,840.80	$ 1.19	$ 118,014.68	$ 1.50	$ 148,758.00	$ 2.00	$ 198,344.00		$ -
12.9	TEMPORARY STREAM DIVERSION	EACH	1	$ 12,000.00	$ 12,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 21,000.00	$ 21,000.00		$ -
12.10	PILES, STEEL SHEET	SF	370	$ 36.00	$ 13,320.00	$ 35.00	$ 12,950.00	$ 35.00	$ 12,950.00	$ 210.00	$ 77,700.00		$ -
12.11	SUBDRAIN, PERFORATED PLASTIC PIPE, 4 IN. DIA.	LF	428	$ 8.79	$ 3,760.00	$ 25.00	$ 10,700.00	$ 6.00	$ 2,568.00	$ 35.00	$ 14,980.00		$ -
12.12	ENGINEERING FABRIC	SY	490	$ 3.50	$ 1,715.00	$ 7.00	$ 3,430.00	$ 7.00	$ 3,430.00	$ 3.00	$ 1,470.00		$ -
12.13	REVETMENT, CLASS D	TON	400	$ 60.00	$ 24,000.00	$ 75.00	$ 30,000.00	$ 75.00	$ 30,000.00	$ 98.00	$ 39,200.00		$ -
12.14	FENCE, CHAIN LINK, VINYL COATED	LF	117.5	$ 45.00	$ 5,287.50	$ 122.00	$ 14,335.00	$ 134.20	$ 15,768.50	$ 175.00	$ 20,562.50		$ -
Total Base Bid (Items 2.1 through 12.14)					**$ 1,161,988**		$ 1,027,970.68		$ 1,038,615.50		$ 1,641,469.50		$ -
			Bid Bond			X		X		X			
			Addendum			X		X		X			

Council Member _____ introduced the following Resolution entitled "RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE NE FOUR MILE DRIVE RCB FOR DEER CREEK", and moved:

☒ that the Resolution be adopted.

☐ ADJOURN to permit the Engineer to review and make recommendation on said bids, therefore defer action on the Resolution to the meeting to be held at _____ _____.M. on _____, 2022, at this place.

Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE NE FOUR MILE DRIVE RCB FOR DEER CREEK

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ANKENY, STATE OF IOWA:

Section 1. That the following bid for the construction of certain public improvements described in general as the NE Four Mile Drive RCB for Deer Creek, described in the plans and specifications heretofore adopted by this Council on March 7, 2022, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

Contractor: **Gus Construction** of **Casey, Iowa**

Amount of bid: **$1,027,970.68**

Portion of project: All construction work

Section 2. That the Mayor and Clerk are hereby directed to execute the contract with the contractor for the construction of the public improvements, such contract not to be binding on the City until approved by this Council.

PASSED AND APPROVED this 7th day of March, 2022.

_____
Mayor

ATTEST:

_____
City Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND FOR THE NE FOUR MILE DRIVE RCB FOR DEER CREEK", and moved its adoption. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND FOR THE NE FOUR MILE DRIVE RCB FOR DEER CREEK

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ANKENY, STATE OF IOWA:

That the construction contract and bond executed and insurance coverage for the construction of certain public improvements described in general as the NE Four Mile Drive RCB for Deer Creek, and as described in detail in the plans and specifications heretofore approved, and which have been signed by the Mayor and Clerk on behalf of the City be and the same are hereby approved as follows:

Contractor: **Gus Construction** of **Casey, Iowa**

Amount of bid: **$1,027,970.68**

Bond surety: _____

Date of bond: _____

Portion of project: All construction work

PASSED AND APPROVED this **7th** day of **March**, 2022.

_____
Mayor

ATTEST:

_____
City Clerk

CONTRACT

THIS CONTRACT, made and entered into at **Ankeny, Iowa** this 7th day of March, 2022 by and between the **City of Ankeny, Iowa** by its **Mayor**, upon order of its **City Council** hereinafter called the "Jurisdiction," and Gus Construction Co., Inc., hereinafter called the "Contractor."

WITNESSETH:

The Contractor hereby agrees to complete the work comprising the below referenced improvements as specified in the Contract Documents, which are officially on file with the Jurisdiction, in the office of the **City Clerk**. This Contract includes all Contract Documents. The work under this Contract shall be constructed in accordance with the SUDAS Standard Specifications, Most Recent Edition, and as further modified by the Supplemental Specifications and Special Provisions included in said Contract Documents. 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: Bid Items, Quantities, and Prices, which were proposed by the Contractor in its Proposal submitted in accordance with the Notice to Bidders and Notice of Public Hearing for the following described improvements:

NE Four Mile Drive RCB For Deer Creek

The NE Four Mile Drive RCB For Deer Creek project is generally located on NE Four Mile Drive between NE 16th St and NE 8th St. The construction improvements include construction of a Twin 12' x 8' x 188' reinforced concrete box culvert and roadway embankment. Other associated improvement include mobilization, excavation, fencing, revetment, erosion control, surface restoration and miscellaneous work necessary to complete the project.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of One Million Twenty-Seven Thousand Nine Hundred Seventy DOLLARS and Sixty-Eight Cents. ($1,027,970.68), which amount shall constitute the required amount of the Performance, Payment, and Maintenance Bond. The Contractor hereby agrees to commence work under this Contract on or before a date to be specified in a written Notice to Proceed by the Jurisdiction; and to complete the project as described in the Notice to Bidders and Notice of Public Hearing as noted below:

The Contractor shall fully complete the overall project within **ninety (90) working days.** Full completion for the overall project shall be defined as all culvert construction and excavation completed, all site restoration and seeding completed, and all improvements ready for final acceptance. Should the Contractor fail to fully complete the work within this timeframe, liquidated damages of **One Thousand Dollars ($1,000.00) per calendar day** will be assessed for work not fully completed within the designated Contract term(s).

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

JURISDICTION:

By: _____

(Seal)
ATTEST:

_____

CONTRACTOR:

Gus Construction Company, Inc.
Contractor

By: _____
Signature: Jeffrey J. Ocheltree

President
Title

606 MCPHERSON STREET
Street Address

CASEY, IOWA 50048
City, State, Zip Code

(641) 746-2229
Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration Number C0956-12 issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.

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 Iowa Department of Workforce Development. 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 is 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 Iowa Code, or as amended, governing foreign corporations.

NOTE:

1. **All signatures on this Contract must be original signatures in ink; copies, facsimiles, or electronic signatures will not be accepted.**

CORPORATE ACKNOWLEDGEMENT

State of Iowa)
) SS
Guthrie County)

On this 3 day of March, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Jeffrey A Cheltrek and NA, to me known, who, being by me duly sworn, did say that they are the President, and NA, respectively, of the corporation executing the foregoing instrument; that (no seal has been procured by) (the seal affixed thereto is the seal of) the corporation; that said instrument was signed (and sealed) on behalf of the corporation by authority of this Board of Directors; that Jeffrey A Cheltrek and NA acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

CORRINE PALMER
Commission Number 707223
My Commission Expires
December 4, 2024

Corrine Palmer
Notary Public in and for the State of Iowa
My commission expires 12/4/24, 20___

PARTNERSHIP ACKNOWLEDGEMENT

State of _____)
) SS
_____ County)

On this _____ day of _____, 20___, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ to me personally known, who being by me duly sworn, did say that the person is one of the partners of _____, a partnership, and that the instrument was signed on behalf of the partnership by authority of the partners and the partner acknowledged the execution of the instrument to be the voluntary act and deed of the partnership by it and by the partner voluntarily executed.

_____
Notary Public in and for the State of _____
My commission expires _____, 20___

INDIVIDUAL ACKNOWLEDGEMENT

State of _____)
) SS
_____ County)

On this _____ day of _____, 20___, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ and _____, to me known to be the identical person(s) named in and who executed the foregoing instrument, and acknowledged that (he) (she) (they) executed the instrument as (his) (her) (their) voluntary act and deed.

_____
Notary Public in and for the State of _____
My commission expires _____, 20___

LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT

State of _____)
) SS
_____ County)

On this _____ day of _____, 20___, before me a Notary Public in and for said county, personally appeared _____, to me personally known, who being by me duly sworn did say that person is _____ of said _____, 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 _____, by authority of its managers and the said _____ acknowledged the execution of said instrument to be the voluntary act and deed of said _____, by it voluntarily executed.

_____
Notary Public in and for the State of _____
My commission expires _____, 20___

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, Gus Construction Co., Inc., as Principal (hereinafter the "Contractor" or "Principal") and Employers Mutual Casualty Company, as Surety, are held and firmly bound unto the **City of Ankeny, Iowa**, as Obligee, (hereinafter referred to as 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 One Million, Twenty-Seven Thousand, Nine Hundred Seventy Dollars and Sixty-Eight Cents ($1,027,970.68), 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 or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Jurisdiction, bearing date the 7th day of March, 2022. (hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

NE Four Mile Drive RCB For Deer Creek

The NE Four Mile Drive RCB For Deer Creek project is generally located on NE Four Mile Drive between NE 16th St and NE 8th St. The construction improvements include construction of a Twin 12' x 8' x 188' reinforced concrete box culvert and roadway embankment. Other associated improvement include mobilization, excavation, fencing, revetment, erosion control, surface restoration and miscellaneous work necessary to complete the project.

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 Contract Documents.

It is expressly understood and agreed by the Contractor and Surety in this Bond that the following provisions are a part of this Bond and are binding upon said 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 said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, 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 the Surety on this Bond are hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, 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 to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.

3. MAINTENANCE: The Contractor and the Surety on this Bond hereby agree, at their own expense:

   A. To 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)** years from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;

   B. To keep all work in continuous good repair; and

   C. To pay the Jurisdiction's reasonable costs of monitoring and inspecting to assure that any defects are remedied, and to repair 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.

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, which thereby 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 (20%) 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 the liquidated damage penalty is being charged against the Contractor.

   D. 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.

E. 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 where 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, attorney's 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.

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 incurring to the benefit of the Jurisdiction, the Contractor and the Surety agree, jointly and severally, to pay the Jurisdiction all outlay and expense incurred therefore 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 Surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said 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 phase 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 7th day of March, 2022

Surety Countersigned By:

Not required
Signature of Agent

Dione R. Young
Printed Name of Agent

Holmes, Murphy and Associates, LLC
Company Name

2727 Grand Prairie Parkway
Company Address

Waukee, Iowa 50263
City, State, Zip Code

(515) 223-6800
Company Telephone Number

PRINCIPAL:

Gus Construction Co., Inc.
Contractor

By: _____
Signature

V.P.
Title

SURETY:

Employers Mutual Casualty Company
Surety Company

By: _____
Signature Attorney-in-Fact Officer

Dione R. Young, Attorney-in-Fact & Iowa Resident Agent
Printed Name of Attorney-in-Fact Officer

Holmes, Murphy and Associates, LLC
Company Name

2727 Grand Prairie Parkway
Company Address

Waukee, IA 50263
City, State, Zip Code

(515) 223-6800
Company Telephone Number

NOTE:

1. **All signatures on this Performance, Payment, and Maintenance Bond must be original signatures in ink; copies, facsimiles, or electronic signatures will not be accepted.**
2. **This Bond must be sealed with the Surety's raised, embossing 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 of Power or Attorney accompanying this Bond.**

P.O. Box 712 • Des Moines, Iowa 50306-0712

EMC INSURANCE

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation
4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

CRAIG E. HANSEN, BRIAN M. DEIMERLY, JAY D. FREIERMUTH, TIM MCCULLOH, CINDY BENNETT, ANNE CROWNER, STACY VENN, DIONE R. YOUNG, SHIRLEY S BARTENHAGEN

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the Surety Bond:

In an amount not exceeding Ten Million Dollars $10,000,000.00

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

The authority hereby granted shall expire October 10th , 2022 , unless sooner revoked.

AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 30th day of March , 2020 .

Scott R. Jean, President & CEO
of Company 1; Chairman, President
& CEO of Companies 2, 3, 4, 5 & 6

Todd Strother, Executive Vice President
Chief Legal Officer & Secretary of
Companies 1, 2, 3, 4, 5 & 6

ILLINOIS EMCASCO INSURANCE COMPANY CORPORATE SEAL IOWA

UNION INSURANCE COMPANY OF PROVIDENCE INCORPORATED 1863 IOWA

E.M.C. PROPERTY & CASUALTY CO. INCORPORATED 1953 IOWA

EMCASCO INSURANCE COMPANY CORPORATE SEAL IOWA

DAKOTA FIRE INSURANCE COMPANY CORPORATE SEAL NORTH DAKOTA

EMPLOYERS MUTUAL CASUALTY CO. CORPORATE SEAL DES MOINES, IOWA

KATHY LOVERIDGE
Commission Number 780769
My Commission Expires
October 10, 2022

On this 30th day of March , 2020 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2022.

Kathy Loveridge
Notary Public in and for the State of Iowa

CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 30th day of March , 2020 , are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 7th day of March , 2022 .

Vice President

"For verification of the authenticity of the Power of Attorney you may call (515) 345-2689."

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/04/2022

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 1-800-247-7756 Holmes Murphy & Assoc - WDM PO Box 9207 Des Moines, IA 50306-9207	CONTACT NAME: Tracy Grant PHONE (A/C, No, Ext): 515-223-6981 FAX (A/C, No): E-MAIL ADDRESS: tgrant@holmesmurphy.com
INSURED Gus Construction Co., Inc. 606 McPherson Street P.O. Box 77 Casey, IA 50048	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: BITUMINOUS CAS CORP — 20095 INSURER B: NATIONAL FIRE INS CO OF HARTFORD — 20478 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 64673973 **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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [ ] OCCUR [X] GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [X] LOC [X] OTHER:			CLP3707235	07/01/21	07/01/22	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			CAP37074234	07/01/21	07/01/22	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $			CUP2819193	07/01/21	07/01/22	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC3707233	07/01/21	07/01/22	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000
B	Leased/Rented Equipment			6080966177	07/01/21	07/01/22	Per Item	500,000

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

Re: NE Four Mile Drive RCB for Deer Creek
Additional Insured (CGL): City of Ankeny, Iowa

CERTIFICATE HOLDER

City of Ankeny, Iowa

410 W. First Street

Ankeny, IA 50023 USA

CANCELLATION

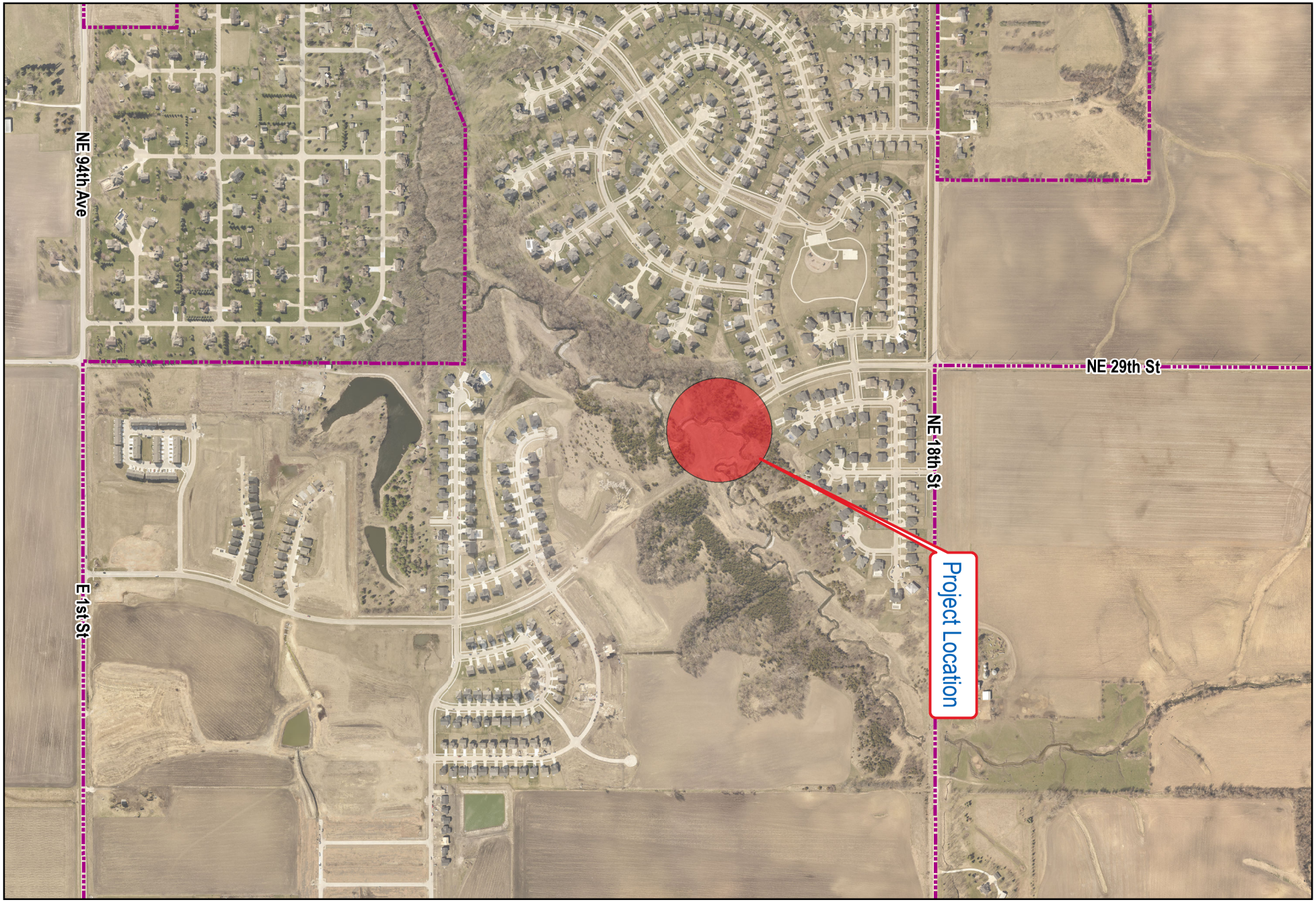
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Steven J. Pruhs

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD



city of Ankeny
bringing it all together

2022 - NE Four Mile Drive RCB Culvert for Deer Creek
Map is for Location Purposes Only

1 in = 800 ft

Date: 1/4/2022

DEPARTMENT OF MUNICIPAL UTILITIES

??

ANKENY CITY COUNCIL

City Council Agenda

March 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL: ??
Exercise Financial Discipline

ACTION REQUESTED:
Public Hearing

LEGAL:
No Review Required

SUBJECT:

PH 2022-27: Proposed Maximum Property Tax Dollars for Fiscal Year July 1, 2022 - June 30, 2023

EXECUTIVE SUMMARY:

Iowa Code Section 384.15A requires that cities must publish and hold a public hearing to outline the maximum property tax dollars requested in the FY 2023 Budget. The notice of public hearing shows the property tax dollars as they appear in the FY 2022 Budget, what the tax levy would be for FY 2023 if the property tax dollars remained the same, and what the FY 2023 Budget proposes in property tax dollars and the corresponding tax levy. Any increase in property taxes in excess of 2% requires a super majority vote of the Council.

The notice of public hearing shows the general and police and fire retirement levies. It does not show the aviation authority and debt services levies. The tax levy shown is $6.7033 of the total $9.90 in the proposed FY 2023 Budget, a decrease of $0.05.

FISCAL IMPACT: **??Yes**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

The public hearing notice was shared at the Operating Funds Budget Workshop on February 14, 2022.

PUBLIC OUTREACH EFFORTS:

Notice of public hearing was published in the Des Moines Register on Friday, February 25, 2022 and posted on the City's website for public viewing, along with an electronic link to such notice on all of the City's social media accounts.

ACTION REQUESTED:

Action: Consider motion to close Public Hearing 2022-27.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
PH Coversheet
Notice of Public Hearing
Resolution

PUBLIC HEARING 2022-27 **5:30 P.M.** **MARCH 7, 2022**

PROPOSED MAXIMUM PROPERTY TAX DOLLARS FOR FISCAL YEAR JULY 1, 2022 – JUNE 30, 2023

Mayor:

This is the time and place for the public hearing and meeting on the proposed maximum property tax dollars for Fiscal Year July 1, 2022 – June 30, 2023.

Notice of this hearing was published in the Des Moines Register on the 25th day of February, 2022 and posted on the City's website for public viewing, along with an electronic link to such notice on all of the City's social media accounts.

Mayor:

"HAS ANY WRITTEN CORRESPONDENCE BEEN RECEIVED OBJECTING TO THE MAXIMUM PROPERTY TAX DOLLARS FOR FISCAL YEAR JULY 1, 2022 – JUNE 30, 2023?"

City Clerk:

None in the Clerk's Office.

Mayor:

"I would like to request, at this time, David Jones, City Manager, provide a report to the Council on the proposed maximum property tax dollars for Fiscal Year July 1, 2022 – June 30, 2023."

After Staff Report**:**

Mayor:

"IS THERE ANYONE PRESENT WHO WISHES TO BE HEARD FOR OR AGAINST THE PROPOSED MAXIMUM PROPERTY TAX DOLLARS FOR JULY 1, 2022 – JUNE 30, 2023?" (Inform them to come to the microphone, give name and address for the record.)

After any comments from the audience, Mayor states: "We need to take the following action:"

- ❑ Consider **MOTION** to close public hearing PH 2022-27.

"Further consideration and action will take place on this proposed item under "New Business", Agenda Item "J", later in this meeting.

NOTICE OF PUBLIC HEARING - CITY OF ANKENY - PROPOSED PROPERTY TAX LEVY
Fiscal Year July 1, 2022 - June 30, 2023

The City Council will conduct a public hearing on the proposed Fiscal Year City property tax levy as follows:

Meeting Date: 3/7/2022 **Meeting Time:** 05:30 PM **Meeting Location:** Ankeny Kirkendall Public Library - City Council Chambers

At the public hearing any resident or taxpayer may present objections to, or arguments in favor of the proposed tax levy. After adoption of the proposed tax levy, the City Council will publish notice and hold a hearing on the proposed city budget.

City Website (if available)
www.ankenyiowa.gov

City Telephone Number
(515) 965-6400

	Current Year Certified Property Tax 2021 - 2022	Budget Year Effective Property Tax 2022 - 2023	Budget Year Proposed Maximum Property Tax 2022 - 2023	Annual % CHG
Regular Taxable Valuation	4,148,735,891	4,476,429,489	4,476,429,489	
Tax Levies:				
Regular General	25,099,852	25,099,852	27,544,814	
Contract for Use of Bridge			0	
Opr & Maint Publicly Owned Transit			0	
Rent, Ins. Maint. Of Non-Owned Civ. Ctr.			0	
Opr & Maint of City-Owned Civic Center			0	
Planning a Sanitary Disposal Project			0	
Liability, Property & Self-Insurance Costs			0	
Support of Local Emer. Mgmt. Commission			0	
Emergency			0	
Police & Fire Retirement	2,281,805	2,281,805	2,462,036	
FICA & IPERS			0	
Other Employee Benefits			0	
Total Tax Levy	27,381,657	27,381,657	30,006,850	9.58
Tax Rate	6.60000	6.11685	6.70330	

Explanation of significant increases in the budget:

The fiscal year July 1, 2022 - June 30, 2023 property tax levy is proposed to decrease from $9.95 to $9.90 per $1,000 of taxable property tax valuation. The aviation authority and debt service property tax levies are not reflected in the table above, which both include a reduction in the property tax levies. Additional revenues will be used to address increased service demands due to the City's growth.

If applicable, the above notice also available online at:

www.ankenyiowa.gov/our-city/budget

*Total city tax rate will also include voted general fund levy, debt service levy, and capital improvement reserve levy.

**Budget year effective property tax rate is the rate that would be assessed for these levies if the dollars requested is not changed in the coming budget year

RESOLUTION

A RESOLUTION APPROVING THE MAXIMUM PROPERTY TAX DOLLARS FOR FISCAL YEAR JULY 1, 2022 – JUNE 30, 2023

WHEREAS, the City Council of the City of Ankeny, Iowa have considered the proposed Fiscal Year July 1, 2022 – June 30, 2023 maximum property tax dollars for the affected levy total, and

WHEREAS, a notice concerning the proposed maximum property tax dollars was published as required and posted on the City website and social media accounts, and

WHEREAS, a public hearing concerning the proposed maximum property tax dollars was held on March 7, 2022, and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ankeny, Iowa, that the maximum property tax dollars for the affected tax levies for Fiscal Year July 1, 2022 – June 30, 2023 shall not exceed the following total:

Total maximum levy for the affected property tax levies: $30,006,850.

The maximum property tax dollars requested in the total maximum levy for the affected property tax levies for Fiscal Year July 1, 2022 – June 30, 2023 represents greater than 102% of the maximum property tax dollars requested for the current Fiscal Year July 1, 2021 – June 30, 2022.

Passed and approved the 7th day of March, 2022.

_____
Mark E. Holm, Mayor

Attest:

_____
Denise L. Hoy, City Clerk

Roll Call Vote:

Bobbi Bentz – Yea/Nay
Jeff Perry – Yea/Nay
Joe Ruddy – Yea/Nay
Kerry Walter-Ashby – Yea/Nay
Kelly Whiting – Yea/Nay

??

ANKENY CITY COUNCIL

City Council Agenda

March 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: COUNCIL GOAL: ??

ACTION REQUESTED:

LEGAL:

SUBJECT:

Approval of official council actions of the regular meeting of February 21, 2022, as published, subject to correction, as recommended by the City Clerk.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **??No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Minutes

MINUTES OF THE ANKENY CITY COUNCIL
Monday, February 21, 2022 5:30 PM
Ankeny Kirkendall Library - City Council Chambers
Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem
Council Members: Jeff Perry, Joe Ruddy, Kerry Walter-Ashby, Kelly Whiting

---

Mayor Mark Holm called the meeting to order at 5:30 PM. Council Member Kerry Walter-Ashby joined the meeting electronically. Council Members Bobbi Bentz, Jeff Perry, Joe Ruddy and Kelly Whiting were in attendance. City Manager David Jones and City Attorney Amy Beattie were also present. Mayor Holm led in the Pledge of Allegiance.

CEREMONY

Mayor Holm introduced Scott Little from the Employer Support of the Guard and Reserves (ESGR) to present Patriot Awards to both Eric Jensen and Eric Carstens. Derek Silverthorn, Community Development Associate Planner, nominated both Eric Jensen, Community Development Director, and Eric Carstens, Community Development Planning Manager, for the Patriot Award for their continued support of his family and his service in the National Guard.

APPROVAL OF AGENDA

1. Council Member Bentz moved, Whiting seconded, to approve and accept the February 21, 2022 agenda as presented. Ayes: 5.

PUBLIC HEARINGS

1. PH 2022-08. Mayor Holm announced that this is the time and place for a public hearing on the matter of the proposed Ordinance 2097 vacating a portion of public land, Lot 2, The District at Prairie Trail Plat 8, located west of the intersection of SW Park Square Drive and SW Merchant Street. Notice of this hearing was published in the Des Moines Register on the 11th day of February, 2022.

   Eric Jensen, Community Development Director, reported that the City has received a request to vacate a portion of Lot 2, The District at Prairie Trail Plat 8, located west of the intersection of SW Merchant Street and SW Park Square Drive. The purpose of the proposed public land vacation is to allow a trash enclosure to remain as was constructed as part of the District Building 6 at 1345 SW Park Square Drive. The area to be vacated is not part of the paved public parking area and is currently being used for sidewalks, greenspace, and a trash enclosure which is necessary to provide capacity for the event uses as part of District Building 6. Therefore, the subject portion of public land is unnecessary for municipal use. City staff has reviewed the request, and has determined that the vacation is appropriate.

   Mayor Holm then asked for any public comment regarding the proposed project. Hearing no comments, Council Member Bentz moved, Whiting seconded, to close public hearing 2022-08. Ayes: 5.

2. PH 2022-09. Mayor Holm announced that this is the time and place for a public hearing on the matter of the adoption of plans, specifications, form of contract and estimate of cost for construction of certain public improvements described in general as construction of the Well No. 7 / ASR No. 3 – Bid Package 2 – Well Pump & Control Building project. Notice of this hearing was published in the Des Moines Register on the 4th day of February, 2022.

Don Clark, Municipal Utilities Director, reported that the ASR #3 - Bid Package #2 - Well Pump and Control Building project will include the construction of one aquifer storage and recovery system, well pump, control building, interior process piping, chemical feed systems, electrical and control systems, buried water and sanitary sewer piping, grading, paving, and other items as detailed in the Contract Documents.

Mayor Holm then asked for any public comment regarding the proposed project. Hearing no comments, Council Member Whiting moved, Bentz seconded, to close public hearing 2022-09. Ayes: 5.

3. PH 2022-10. Mayor Holm announced that this is the time and place for a public hearing on the matter of the adoption of plans, specifications, form of contract and estimate of cost for construction of certain public improvements described in general as construction of the NW 36th Street & NW Weigel Drive Water Main project. Notice of this hearing was published in the Des Moines Register on the 4th day of February, 2022.

   Don Clark, Municipal Utilities Director, reported that the NW 36th Street and NW Weigel Drive Water Main project includes construction of a 16-inch diameter water main along NW Weigel Drive, from NW 18th Street to NW 36th Street, and along NW 36th Street, from NW Weigel Drive to NW Irvinedale Drive. The project also consists of earthwork, culvert and driveway replacements, and other associated work.

   Mayor Holm then asked for any public comment regarding the proposed project. Hearing no comments, Council Member Ruddy moved, Whiting seconded, to close public hearing 2022-10. Ayes: 5.

4. PH 2022-11. Mayor Holm announced that this is the time and place for a public hearing on the matter of the adoption of plans, specifications, form of contract, estimate of cost and enhancement of payment, for construction of certain public improvements described in general as construction of the NW 36th Street & NW State Street Interim Improvements project. Notice of this hearing was published in the Des Moines Register on the 4th day of February, 2022.

   Mark Mueller, Public Works Director, reported that the NW 36th Street & NW State Street Interim Improvements will construct improvements that will provide acceptable intersection operation and safety for the next 8-10 years, or until the City proceeds with the ultimate five lane urban roadway construction, whichever comes first. The improvements include widening NW 36th Street to provide an interim westbound left-turn lane and a permanent eastbound right-turn lane, and constructing a span-wire traffic signal with pedestrian pushbuttons and signal heads to cross each street.

   Mayor Holm then asked for any public comment regarding the proposed project. Hearing no comments, Council Member Whiting moved, Ruddy seconded, to close public hearing 2022-11. Ayes: 5.

5. PH 2022-12. Mayor Holm announced that this is the time and place for a public hearing on the matter of a proposed infrastructure agreement between the City of Ankeny and Costco Wholesale Corporation related to business expansion. The Notice of Hearing on this proposal was published in the Des Moines Register on the 11th day of February, 2022.

   Derek Lord, Economic Development Director, reported that Costco Wholesale Corporation is proposing to invest more than $20 million in an approximately 195,000 square foot wholesale/retail and e-commerce delivery center as part of the Spectrum 36 development on the City's northeast side. To support this investment, as well as several hundred acres of future

investment in the immediate area, the City intends to advance the timing of planned improvements to NE 36th Street to coincide with the opening of Costco' proposed facility.

Mayor Holm then asked for any public comment regarding the proposed project. Hearing no comments, Council Member Perry moved, Whiting seconded, to close public hearing 2022-12. Ayes: 5.

6. PH 2022-13. Mayor Holm announced that this is the time and place for the public hearing and meeting on the matter of the issuance of not to exceed $28,500,000 General Obligation Bonds, in order to provide funds to pay the costs of: the opening, widening, extending, grading, and draining of the right-of-way of streets, highways, avenues, alleys and public grounds, and market places, and the removal and replacement of dead or diseased trees thereon; the construction, reconstruction, and repairing of any street improvements, bridges, grade crossing separations and approaches; the acquisition, installation, and repair of sidewalks and pedestrian underpasses and overpasses, culverts, retaining walls, storm sewers, sanitary sewers, water service lines, street lighting, fixtures and improvements, and traffic control devices; and the acquisition of any real estate needed for any of the foregoing purposes; the acquisition, construction, reconstruction, enlargement, improvement, and repair of bridges, culverts, retaining walls, viaducts, underpasses, grade crossing separations, and approaches thereto; the acquisition, construction, reconstruction, and improvement of all waterways, and real and personal property, useful for the protection or reclamation of property situated within the corporate limits of cities from floods or high waters, and for the protection of property in cities from the effects of flood waters, including the deepening, widening, alteration, change, diversion, or other improvement of watercourses, within or without the city limits, the construction of levees, embankments, structures, impounding reservoirs, or conduits, and the establishment, improvement, and widening of streets, avenues, boulevards, and alleys across and adjacent to the project, as well as the development and beautification of the banks and other areas adjacent to flood control improvements, and for the collection and disposal of surface waters and streams; the rehabilitation and improvement of parks already owned, including the removal, replacement and planting of trees in the parks, and facilities, equipment, and improvements commonly found in city parks, including trails; and the settlement, adjustment, renewing, or extension of any part or all of the legal indebtedness of the city, including General Obligation Refunding Bonds, Series 2014A and General Obligation Bonds, Series 2014B, for essential corporate purposes. Notice of this public hearing was published in the Des Moines Register on the 8th day of February 2022 pursuant to the provisions of Section 384.25 of the Code of Iowa.

   Jennifer Sease, Administrative Services Director, reported that the not to exceed $28,500,000 General Obligation Bonds (for essential corporate purposes) are being proposed to fund the 2022 Capital Improvement Program and refund the General Obligation Refunding Bonds, Series 2014A and General Obligation Bonds, Series 2014B.

   Mayor Holm then asked for any public comment regarding the proposed project. Hearing no comments, Council Member Whiting moved, Perry seconded, to close public hearing 2022-13. Ayes: 5.

7. PH 2022-14. Mayor Holm announced that this is the time and place for the public hearing and meeting on the matter of the issuance of not to exceed $7,600,000 General Obligation Urban Renewal Bonds, in order to provide funds to pay the costs of: aiding in the planning, undertaking and carrying out of urban renewal projects under the authority of Chapter 403 and the Urban Renewal Plan for the Northeast Ankeny Urban Renewal Area, as amended, including NE 36th Street Reconstruction – Interstate 35 to NE Four Mile Drive, and the Urban Renewal Plan for

the 1991 City of Ankeny Urban Renewal Area, as amended, including West 1st Street Widening and Improvements – Phase 1 and Uptown Parking Improvements, for essential corporate urban renewal purposes. Notice of this public hearing was published in the Des Moines Register on the 8th day of February 2022 pursuant to the provisions of Sections 384.24(3)(q), 384.25 and 403.12 of the Code of Iowa.

Jennifer Sease, Administrative Services Director, reported that the not to exceed $7,600,000 General Obligation Urban Renewal Bonds (for essential corporate urban renewal purposes) are being proposed to fund the urban renewal projects in the 2022 Capital Improvement Program. This includes the NE 36th Street Reconstruction - Interstate 35 to NE Four Mile Drive project in the Northeast Ankeny Urban Renewal Area and the West 1st Street Widening and Improvements - Phase 1 and Uptown Parking Improvements projects in the 1991 City of Ankeny Urban Renewal Area.

Mayor Holm then asked for any public comment regarding the proposed project. Hearing no comments, Council Member Whiting moved, Bentz seconded, to close public hearing 2022-14. Ayes: 5.

8. PH 2022-15. Mayor Holm announced that this is the time and place for the public hearing and meeting on the matter of the issuance of not to exceed $400,000 General Obligation Bonds, in order to provide funds to pay the costs of: the acquisition, construction, reconstruction, enlargement, improvement, and equipping of recreation grounds, recreation buildings, juvenile playgrounds, recreation centers, parks, and the acquisition of real estate therefor, including at the new Bellagio Park, for general corporate purposes. Notice of this public hearing was published in the Des Moines Register on the 8th day of February 2022 pursuant to the provisions of Section 384.26 of the Code of Iowa.

   Jennifer Sease, Administrative Services Director, reported that the not to exceed $400,000 General Obligation Bonds (for general corporate purposes) are being proposed to fund the Annual Park Development Program in the 2022 Capital Improvement Program.

   Mayor Holm then asked for any public comment regarding the proposed project. Hearing no comments, Council Member Walter-Ashby moved, Perry seconded, to close public hearing 2022-15. Ayes: 5.

9. PH 2022-16. Mayor Holm announced that this is the time and place for the public hearing and meeting on the matter of the authorization of a Loan and Disbursement Agreement by and between the City and the Iowa Finance Authority and the issuance to the Iowa Finance Authority of not to exceed $3,000,000 Water Revenue Capital Loan Notes, of the City of Ankeny, State of Iowa, to evidence the obligations of the City under the said Loan and Disbursement Agreement, in order to provide funds to pay the costs of: acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Water Utility, including those costs associated with the High Trestle Trail Transmission Main – Phase 1 Project. Notice of this public hearing was published in the Des Moines Register on the 8th day of February 2022 pursuant to the provisions of Sections 384.24A and 384.83 of the Code of Iowa.

   Jennifer Sease, Administrative Services Director, reported that the not to exceed $3,000,000 Water Revenue Capital Loan Notes are being proposed to fund the construction of the High Trestle Trail Transmission Main - Phase 1 project in the 2022 Capital Improvement Program.

Mayor Holm then asked for any public comment regarding the proposed project. Hearing no comments, Council Member Whiting moved, Bentz seconded, to close public hearing 2022-16. Ayes: 5.

10. PH 2022-17. Mayor Holm announced that this is the time and place for the public hearing and meeting on the matter of the authorization of a Loan and Disbursement Agreement by and between the City and the Iowa Finance Authority and the issuance to the Iowa Finance Authority of not to exceed $235,000 Water Revenue Capital Loan Notes, of the City of Ankeny, State of Iowa, to evidence the obligations of the City under the said Loan and Disbursement Agreement, in order to provide funds to pay the costs of: acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Water Utility, including those costs associated with the South Ankeny Boulevard Transmission Main Project. Notice of this public hearing was published in the Des Moines Register on the 8th day of February 2022 pursuant to the provisions of Sections 384.24A and 384.83 of the Code of Iowa.

    Jennifer Sease, Administrative Services Director, reported that the not to exceed $235,000 Water Revenue Capital Loan Notes are being proposed to fund the design of the South Ankeny Boulevard Transmission Main project in the 2022 Capital Improvement Program.

    Mayor Holm then asked for any public comment regarding the proposed project. Hearing no comments, Council Member Whiting moved, Perry seconded, to close public hearing 2022-17. Ayes: 5.

11. PH 2022-18. Mayor Holm announced that this is the time and place for the public hearing and meeting on the matter of the authorization of a Loan and Disbursement Agreement by and between the City and the Iowa Finance Authority and the issuance to the Iowa Finance Authority of not to exceed $174,600 Water Revenue Capital Loan Notes, of the City of Ankeny, State of Iowa, to evidence the obligations of the City under the said Loan and Disbursement Agreement, in order to provide funds to pay the costs of: acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Water Utility, including those costs associated with the High Trestle Trail Transmission Main – Phase 2 Project. Notice of this public hearing was published in the Des Moines Register on the 8th day of February 2022 pursuant to the provisions of Sections 384.24A and 384.83 of the Code of Iowa.

    Jennifer Sease, Administrative Services Director, reported that the not to exceed $174,600 Water Revenue Capital Loan Notes are being proposed to fund the design of the High Trestle Trail Transmission Main - Phase 2 project in the 2022 Capital Improvement Program.

    Mayor Holm then asked for any public comment regarding the proposed project. Hearing no comments, Council Member Bentz moved, Whiting seconded, to close public hearing 2022-18. Ayes: 5.

12. PH 2022-19. Mayor Holm announced that this is the time and place for the public hearing and meeting on the matter of the authorization of a Loan and Disbursement Agreement by and between the City and the Iowa Finance Authority and the issuance to the Iowa Finance Authority of not to exceed $400,000 Water Revenue Capital Loan Notes, of the City of Ankeny, State of Iowa, to evidence the obligations of the City under the said Loan and Disbursement Agreement, in order to provide funds to pay the costs of: acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Water Utility, including those costs associated with the Northwest Water Tower Project. Notice of this public hearing was published in the Des Moines Register on the 8th day of February 2022 pursuant to the provisions of Sections 384.24A and 384.83 of the Code of Iowa.

Jennifer Sease, Administrative Services Director, reported that the not to exceed $400,000 Water Revenue Capital Loan Notes are being proposed to fund the design of the Northwest Water Tower project in the 2022 Capital Improvement Program.

Mayor Holm then asked for any public comment regarding the proposed project. Hearing no comments, Council Member Whiting moved, Ruddy seconded, to close public hearing 2022-19. Ayes: 5.

APPROVAL OF CONSENT AGENDA

Minutes

1. Official council actions of the regular meeting of February 7, 2022, as published.
2. Receive and file minutes of the Park Board meeting of November 29, 2021.
3. Receive and file minutes of the Human Rights Commission meetings of November 11, 2021 and January 27, 2022.
4. Receive and file minutes of the Plan and Zoning Commission meeting of January 19, 2022.
5. Receive and file minutes of the Zoning Board of Adjustment meeting of January 4, 2022.
6. Receive and file minutes of the Civil Service Commission meeting of January 10, 2022.

Licenses and Permits

7. Issuance of liquor license(s) and/or beer/wine permit(s) in the City of Ankeny.

Finance/Budget

8. Receive and file Financial Reports for January 2022.
9. Receive and file Building Permit Report for January 2022.
10. Receive and file Utility Billing Report for January 2022.
11. Payment #23 in the amount of $4,869.98 to Civil Design Advantage for engineering services on the NW 18th Street Extension – NW Weigel Drive to NW Spruce Drive project.
12. Payment #6 in the amount of $129,442.74 to Cramer & Associates, Inc., for construction services on the High Trestle Trail Ext Magazine Rd to Oralabor Rd project.
13. Payment #10 in the amount of $20,190.20 to FOX Engineering Associates, Inc., for engineering services on the Ankeny ASR project.
14. Payment #19 in the amount of $5,835.00 to McClure Engineering Company, for engineering services on the Irvinedale Drive Water Main Improvements - Phase 3 project.
15. Payment #11 in the amount of $340.00 to MSA Professional Services, Inc., for engineering services on the High Trestle Trail Trailhead and Parking Lot Project.
16. Payment #8 in the amount of $50,100.60 to Reilly Construction Company Inc., for construction services on the West First Street Widening and Improvements - Phase 1 project.
17. Approve the February 21, 2022 Accounts Payable by fund: General 199,547; Road Use Tax 27,105; Library Foundation 1860; Solid Waste 85,241; Water 766,048; Sewer 549,748; Stormwater 5,718; Golf Course 3,046; Enterprise Project 63,615; Revolving 152,369; Risk Management 9,364; Health Ins 96; Capital Projects 220,071; Payroll Totals 1,613,183; Transfers/ACH (181,382); Agenda Payments approved separately (247,947) Grand Total $3,267,082.

Personnel

18. **RESOLUTION 2022-078** amending the 401 Plan Document Adoption Agreement for the City of Ankeny, Iowa.
19. Accept the Civil Service Commission certified lists for appointment to: Customer Service Representative, Finance, and Park Maintenance Technician, Parks and Recreation, subject to passing any further departmental requirements.

Community Development

20. **RESOLUTION 2022-079** providing for the notice and hearing of the City Council of the City of Ankeny, Iowa, to consider a request to vacate a portion of Public Utility Easement, associated with Lot 1, The District at Prairie Trail Plat 11(date of hrg: 3/7/22 @ 5:30 p.m.)

Engineering

21. **RESOLUTION 2022-080** accepting a purchase agreement and approving documents for the acquisition of permanent sidewalk easement and temporary construction easement for the NW 36th Street Widening - NW Ash Drive to North Ankeny Boulevard project in Ankeny, Iowa. (Southwest Corner of NW 36th Street and North Ankeny Boulevard – Green State Credit Union)
22. **RESOLUTION 2022-081** authorizing the Mayor to sign a development agreement with Threshold Otter Creek, LLC concerning the construction of a traffic signal at the proposed intersection of NE 36th Street and NE Spectrum Drive associated with the Spectrum 36 Development in the City of Ankeny, Iowa.

Capital Projects

23. **2020 CIPP Lining Project**: Consider motion to approve: a) Certificate of Completion; b) **RESOLUTION 2022-082** accepting the public improvements with Municipal Pipe Tool of $419,491.40; c) Approval of Change Order #1 in the amount of ($3,175.00); d) Final Payment #3 in the amount of $1,499.29 / Release of Retainage in the amount of $20,974.57.
24. **2021 Saylor Creek Repairs & Restoration Project**: Consider motion to approve: a) Final Change Order #2 decreasing the contract amount by $15,640.44; b) Certificate of Completion; c) **RESOLUTION 2022-083** accepting the public improvement with Elder Corporation in the amount of $142,363.31; and d) Final Payment #3 in the amount of $7,576.48; and Retainage Payment in the amount of $7,118.17.

Approval of Consent Agenda Items

1. Council Member Perry moved, second by Walter-Ashby, to approve the recommendations for Consent Agenda Items CA-1 through CA-24. Ayes: Perry, Walter-Ashby, Bentz, Ruddy, Whiting.

BOARDS AND COMMISSIONS

1. Council Member Ruddy moved, Whiting seconded, to approve the Mayors appointments to expiring Board and Commission Members as presented. Ayes: Ruddy, Whiting, Bentz, Perry, Walter-Ashby.
   Cultural Arts Board - Hilary Kodatt - effective immediately - term expires 04/30/2025 (Seat 2)
   Economic Development Council - David Kinsley - effective immediately - term expires 06/30/2023 (Seat 3)
   Planning and Zoning Commission - Randy Weisheit - effective immediately - term expires 12/31/2022 (Seat 4)
2. Council Member Perry moved, Bentz seconded, to amend RESOLUTION 2021-461 by adding Des Moines Sister Cities Commission and appointing Eric Baker as 1st Representative. Ayes: Perry, Bentz, Ruddy, Walter-Ashby, Whiting.

APPROVAL OF ORDINANCES

1. **Ord 2095**. An Ordinance amending Chapter 30, Economic Development Council, of the Municipal Code of the City of Ankeny, Iowa. Council Member Whiting moved, Ruddy seconded,

to accept third consideration of ORDINANCE 2095, sending it on its final passage and publication as required by law. Ayes: Whiting, Ruddy, Bentz, Perry, Walter-Ashby.

2. **Ord 2096.** An Ordinance vacating a portion of a public utility easement located on Lot 20, Ashland Ridge Plat 2. Council Member Bentz moved, Walter-Ashby seconded, to accept second consideration of ORDINANCE 2096. Ayes: Bentz, Walter-Ashby, Perry, Ruddy, Whiting.
3. **Ord 2097.** An Ordinance vacating a portion of public land, Lot 2, The District at Prairie Trail Plat 8, located west of the intersection of SW Park Square Drive and SW Merchant Street (PH 2022-08). Council member Whiting moved, Bentz seconded, to accept first consideration of ORDINANCE 2097. Ayes: Whiting, Bentz, Perry, Ruddy, Walter-Ashby.

NEW BUSINESS

1. Proposed Well No. 7 / ASR No. 3 - Bid Package 2 - Well Pump & Control Building (PH 2022-09). Council Member Perry moved, Ruddy seconded, to adopt 1) **RESOLUTION 2022-084** adopting plans, specifications, form of contract and estimate of cost $3,232,000.00; 2) receive and file report of bids received February 15, 2022; and 3) adopt **RESOLUTION 2022-085** making award of construction contract with W RH, Inc. in the amount of $2,989,800.00. Ayes: Perry, Ruddy, Bentz, Walter-Ashby, Whiting.
2. Proposed NW 36th Street & NW Weigel Drive Water Main (PH 2022-10). Council Member Whiting moved, Bentz seconded, to adopt 1) **RESOLUTION 2022-086** adopting plans, specifications, form of contract and estimate of cost $1,399,380.00; 2) receive and file report of bids received February 15, 2022; 3) adopt **RESOLUTION 2022-087** making award of construction contract with On Track Construction in the amount of $1,298,500.00; and 4) adopt **RESOLUTION 2022-088** approving contract and bonds with On Track Construction in the amount of $1,298,500.00. Ayes: Whiting, Bentz, Perry, Ruddy, Walter-Ashby.
3. Proposed NW 36th Street & NW State Street Interim Improvements (PH 2022-11). Council Member Perry moved, Whiting seconded, to adopt 1) **RESOLUTION 2022-089** adopting plans, specifications, form of contract, estimate of cost $712,129.00 and enhancement of payment; 2) receive and file report of bids received February 15, 2022; 3) adopt **RESOLUTION 2022-090** making award of construction contract with Con-Struct, Inc. in the amount of $628,798.00; and 4) adopt **RESOLUTION 2022-091** approving contract and bonds with Con-Struct, Inc. in the amount of $628,798.00. Ayes: Perry, Whiting, Bentz, Ruddy, Walter-Ashby.
4. Proposed Infrastructure Agreement between the City of Ankeny and Costco Wholesale Corporation (PH 2022-12). Council Member Whiting moved, Ruddy seconded, to adopt **RESOLUTION 2022-092** approving an infrastructure agreement between the City of Ankeny and Costco Wholesale Corporation. Ayes: Whiting, Ruddy, Bentz, Perry, Walter-Ashby.
5. Council Member Whiting moved, Bentz seconded, to set a public hearing to review an application for a State Revolving Fund (SRF) loan and to make available to the public the contents of an environmental information document and the City's project plan and direct City Clerk to publish notice 30 days prior to hearing (date of hrg: 4/4/22 @ 5:30 p.m.). Ayes: Whiting, Bentz, Perry, Ruddy, Walter-Ashby.
6. NE 36th Street Reconstruction Project - Interstate 35 to NE Four Mile Drive - Initiate Special Assessment Proceedings.

   a. Council Member Ruddy moved, Whiting seconded, to adopt a preliminary **RESOLUTION 2022-093** for the construction of street, storm sewer, sanitary sewer, water main, street lighting, and other improvements in the City of Ankeny, State of Iowa. Ayes: Ruddy, Whiting, Bentz, Perry, Walter-Ashby.

   b. Council Member Bentz moved, Whiting seconded, to adopt **RESOLUTION 2022-094** fixing value of lots. Ayes: Bentz, Whiting, Perry, Ruddy, Walter-Ashby.

   c. Council Member Walter-Ashby moved, Whiting seconded, to adopt **RESOLUTION 2022-095** adopting preliminary plat and schedule, estimate of cost, and proposed plans and specifications

for the construction of the NE 36th Street Reconstruction Project - Interstate 35 to NE Four Mile Drive. Ayes: Walter-Ashby, Whiting, Bentz, Perry, Ruddy.

d. Council Member Ruddy moved, Bentz seconded, to adopt **RESOLUTION 2022-096** of Necessity (proposed). Ayes: Ruddy, Bentz, Perry, Walter-Ashby, Whiting.

7. Proposed 2022 PCC Street Patching Program - Initiate Proceedings
   Council Member Bentz moved, Perry seconded, to adopt **RESOLUTION 2022-097** ordering construction on the 2022 PCC Street Patching Program project and fixing a date for hearing thereon and taking of bids therefor. (date of bid letting: 3/15/22 @ 10:30 AM / date of hrg: 3/21/22 @ 5:30 PM). Ayes: Bentz, Perry, Ruddy, Walter-Ashby, Whiting.
8. Proposed 2022 CIPP Lining Project - Initiate Proceedings
   Council Member Bentz moved, Ruddy seconded, to adopt **RESOLUTION 2022-098** ordering construction on the 2022 CIPP Lining Project and fixing a date for hearing thereon and taking of bids therefor. (date of bid-letting: 03/15/22 @ 10:30 a.m./date of hrg: 03/21/22 @ 5:30 p.m.) Ayes: Bentz, Ruddy, Perry Walter-Ashby, Whiting.
9. Proposed 2022 PCC Reconstruction Program - NW 5th Street - Initiate Proceedings
   Council Member Ruddy moved, Bentz seconded, to adopt **RESOLUTION 2022-099** ordering construction on the 2022 PCC Reconstruction Program - NW 5th Street project and fixing a date for hearing thereon and taking of bids therefor. (date of bid letting: 3/15/22 @ 10:30 A.M. / date of hrg: 3/21/22 @ 5:30 P.M.) Ayes: Ruddy, Bentz, Perry, Walter-Ashby, Whiting
10. Council Member Walter-Ashby moved, Whiting seconded, to adopt **RESOLUTION 2022-100** approving the City of Ankeny's participation in further discussions and exploration concerning the establishment of Central Iowa Water Works. Ayes: Walter-Ashby, Whiting, Bentz, Perry, Ruddy.
11. Council Member Bentz moved, Ruddy seconded, to approve the Professional Services Agreement with Nilles Associates, Inc. for design engineering services on the Diamond Hills Greenway Stream Repairs in an amount not to exceed $37,900.00 and authorize the Mayor to execute said Agreement. Ayes: Bentz, Ruddy, Perry, Walter-Ashby, Whiting.
12. Council Member Walter-Ashby moved, Whiting seconded, to adopt **RESOLUTION 2022-101** instituting proceedings to take additional action for the issuance of not to exceed $28,500,000 General Obligation Bonds. Ayes: Walter-Ashby, Whiting, Bentz, Perry, Ruddy.
13. Council Member Bentz moved, Whiting seconded, to adopt **RESOLUTION 2022-102** instituting proceedings to take additional action for the issuance of not to exceed $7,600,000 General Obligation Urban Renewal Bonds. Ayes: Bentz, Whiting, Perry, Ruddy, Walter-Ashby.
14. Council Member Perry moved, Ruddy seconded, to adopt **RESOLUTION 2022-103** instituting proceedings to take additional action for the issuance of not to exceed $400,000 General Obligation Bonds. Ayes: Perry, Ruddy, Bentz, Walter-Ashby, Whiting.
15. Council Member Whiting moved, Bentz seconded, to adopt **RESOLUTION 2022-104** instituting proceedings to take additional action for the authorization of a loan and disbursement agreement and the issuance of not to exceed $3,000,000 Water Revenue Capital Loan Notes. Ayes: Whiting, Bentz, Perry, Ruddy, Walter-Ashby.
16. Council Member Bentz moved, Walter-Ashby seconded, to adopt **RESOLUTION 2022-105** instituting proceedings to take additional action for the authorization of a loan and disbursement agreement and the issuance of not to exceed $235,000 Water Revenue Capital Loan Notes. Ayes: Bentz, Walter-Ashby, Perry, Ruddy, Whiting.
17. Council Member Ruddy moved, Bentz seconded, to adopt **RESOLUTION 2022-106** instituting proceedings to take additional action for the authorization of a loan and disbursement agreement and the issuance of not to exceed $174,6000 Water Revenue Capital Loan Notes. Ayes: Ruddy, Bentz, Perry, Walter-Ashby, Whiting.
18. Council Member Ruddy moved, Perry seconded, to adopt **RESOLUTION 2022-107** instituting proceedings to take additional action for the authorization of a loan and disbursement agreement and the issuance of not to exceed $400,000 Water Revenue Capital Loan Notes. Ayes: Ruddy, Perry, Bentz, Walter-Ashby, Whiting.

19. Council Member Perry moved, Whiting seconded, to adopt **RESOLUTION 2022-108** authorizing the issuance of General Obligation Bonds, Series 2022A, and levying a tax for the payment thereof. Ayes: Perry, Whiting, Bentz, Ruddy, Walter-Ashby.
20. Council Member Perry moved, Whiting seconded, to set a public hearing on the maximum property tax dollars for Fiscal Year July 1, 2022 - June 30, 2023 for March 7, 2022 at 5:30 p.m. and direct the City Clerk to publish notice of such hearing. Ayes: Perry, Whiting, Bentz, Ruddy, Walter-Ashby.

ADJOURNMENT

1. Meeting was adjourned at 6:53 PM.

Denise L. Hoy, City Clerk

Mark E. Holm, Mayor

Published in the Des Moines Register on 02/25/2022

??

ANKENY CITY COUNCIL

City Council Agenda

March 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: Planning and Building

COUNCIL GOAL: Ensure Economic Vitality ??

ACTION REQUESTED:
Motion

LEGAL:

SUBJECT:
Receive and file minutes of the Plan and Zoning Commission meeting of February 8, 2022.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **??No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
P&Z Minutes 2022-02-08

Meeting Minutes

Plan & Zoning Commission Meeting

Tuesday, February 8, 2022
Ankeny City Council Chambers, Second Floor
1250 SW District Drive, Ankeny, Iowa

CALL TO ORDER
Chair T.Flack called the February 8, 2022 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

ROLL CALL
Members present: Trina Flack, Glenn Hunter, Ted Rapp, Annette Renaud, Todd Ripper and Lisa West. Staff present: E.Jensen, E.Carstens, B.Morrissey, B.Fuglsang

AMENDMENTS TO THE AGENDA
Motion by T.Rapp to approve the February 8, 2022 agenda without amendments. Second by L.West. All voted aye. Motion carried 6 – 0.

COMMUNICATIONS
There were no communications.

CITIZEN'S REQUEST
There were no citizen requests.

CONSENT AGENDA ITEMS
Item #1. Minutes
Motion to approve and accept the January 19, 2022 minutes of the Plan and Zoning Commission meeting.
Item #2. Grove Landing Plat 5 Final Plat
Motion to recommend City Council approval of the Grove Landing Plat 5 Final Plat.
Item #3. Pagliai Compound Plat 2 Final Plat (County)
Motion to recommend City Council approval of the Pagliai Compound Plat 2 Final Plat, subject to applicable Polk County Subdivision Requirements in lieu of the City of Ankeny Subdivision Regulations.

Motion by A.Renaud to approve the recommendations for Consent Agenda Item(s) #1 - #3. Second by G.Hunter. All voted aye. Motion carried 6 – 0.

PUBLIC HEARINGS
There were no public hearings.

BUSINESS ITEMS
There were no business items.

REPORTS
City Council Meeting
E.Jensen reported on his attendance at the February 7, 2022 City Council meeting.

Director's Report
E.Jensen presented the tentative agenda items for the February 22, 2022 Plan and Zoning Commission meeting, the January 2022 Building Permit Report and stated that there will be a public hearing for an annexation request on the February 22, 2022 Plan and Zoning Commission agenda.

E.Jensen informed the Commission that the Mayor is interviewing for the vacant Commissioner's seat.

Commissioner's Reports
There were no reports.

MISCELLANEOUS ITEMS
A.Renaud placed into nomination G.Hunter to serve as Chair.
Second by T.Flack. The nomination was accepted by G.Hunter. All voted aye.

G.Hunter placed into nomination T.Rapp to serve at Vice Chair.
Second by T.Flack. The nomination was accepted by T.Rapp. All voted aye.

February 7, 2022 – 5:30 p.m. City Council Meeting Representative: Staff

ADJOURNMENT
There being no further business, motion by T.Rapp to adjourn the meeting. Meeting adjourned at 6:36 p.m.

Brenda Fuglsang

Submitted by Brenda Fuglsang, Secretary
Plan & Zoning Commission

??

ANKENY CITY COUNCIL

City Council Agenda

March 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: COUNCIL GOAL: ??

City Clerk

ACTION REQUESTED:

LEGAL:

SUBJECT:

Receive and file minutes of the Library Board of Trustee meeting of January 20, 2022.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **??No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Minutes

January 2022 Library Board of Trustees meeting minutes

Present: Cami Brazelton, Mike Wiser, Tami Fujinaka, Gene Lucht, John Myer, Holly Sealine

Absent: Margery Pierce, Heather Lilienthal, Sam Mitchel

1. Review of Minutes: Gene Lucht moved to approve minutes, Tami Fujinaka seconded and motion passed unanimously to approve Nov. minutes.
2. Financials: Run rate should be 50% and we're exactly there.
3. Display policy review: Meyer made motion to approve policy, Fujinaka seconded. Motion passed unanimously.
4. Director's report: Sealine reported that 5 new part time staff have started in January, and attendance is up at the library.
5. Recess: Wiser made a motion to go into recess, John seconded. Board went into recess for 15 minutes.
6. Wiser made motion to return to active session, Brazelton seconded. Active session resumed.
7. The meeting adjourned at 6:55pm.

Respectfully submitted by Cami Brazelton

Approved: 1/20/22

Classification: Personal

??

ANKENY CITY COUNCIL

City Council Agenda

March 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: ?? COUNCIL GOAL:

City Manager

Deliver Exceptional Service

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Receive and file minutes of the Human Rights Commission meetings of February 24, 2022

EXECUTIVE SUMMARY:

FISCAL IMPACT: **??No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
HRC Minutes February

Meeting Minutes

Human Rights Commission

Thursday, February 24, 2022
5:30 p.m.
City Council Chambers-Ankeny Kirkendall Public Library
1250 SW District Dr, Ankeny, Iowa

Aubrey Alvarez	
Blake Campbell	Lindsay Norland
Isaiah McGee	Tim Olson
Mindi Nguyen	Laura Parkinson

CALL TO ORDER:
Vice Chair Olson called meeting to order at 5:35 pm.

ROLL CALL:
Alvarez- present, Campbell-present, McGee-absent, Nguyen-present, Norland- present (5:45), Olson-present, Parkinson- absent. Nick Osborne, staff member-Assistant to the City Manager, was also present.

1. **MOTION TO APPROVE THE AGENDA FOR FEBRUARY 24, 2022.**
   Campbell moved to approve the agenda. Alvarez seconded. All voted aye, motion carried
2. **MOTION TO APPROVE THE MINUTES FROM JANUARY 27, 2022**
   Nguyen moved to approve the minutes from the January 27 meeting. Campbell seconded. All voted aye and the motion carried.

3. **NEW BUSINESS- NONE**
4. **OLD BUSINESS**
   - **LIST OF ORGANIZATIONS AND CONTACT INFORMATION FOR SPEAKING ENGAGEMENTS**
     The members reviewed the list of organizations considered at the previous meeting and decided it was sufficient.
   - **ASSIGNMENT LIST FOR CONTACTS AND SPEAKING**
     Campbell volunteered to contact the Ankeny School District, Chamber of Commerce, and Kiwanis Club. Alvarez volunteered to contact the Ankeny Service Center and Impact. Nguyen will contact DMACC. Norland volunteered to contact Rotary Club. Parkinson was assigned the Lions Club and McGee was assigned to contact Ankeny Community Network.
   - **LONG TERM CALENDAR FOR HRC ACTIVITIES AND EVENTS**
     HRC discussed having events for Summerfest and Juneteenth. Mr. Osborne will inquire how the group can get involved in Summerfest and report back at the next meeting. Commission also discussed World

Heritage Day in the fall, Human Rights Day in December, and MLK day next year.

- **WRITE UP FOR HONARARY MONTH RECOGNITIONS**
  Olson presented the draft of a resolution to be considered at the March HRC meeting. He discussed having City Communication staff post on social media to recognize Black History Month in February and National Women's History Month in March.

5. STAFF REPORT

- **ACTIVITY REPORT**
  Mr. Osborne informed the Commission of a citizen inquiry and the action taken
- **SOCIAL MEDIA**
  At the request of the Commission, City Communications staff has posted several posts on the City's Facebook page. First, an awareness post directing those affected by discrimination to available resources. Second, there was a post inviting local organizations to request informational presentations. No organizations responded.
- **COMMITTEE COMMUNICATIONS**
  At Chair McGee's request, Mr. Osborne went over appropriate communication methods that apply to public bodies, commissions and committees. Several members inquired if working groups or subcommittees with less than quorum could be established. This will be considered at future meetings.

6. ADJOURN

Alvarez moved to adjourn, Campbell seconded. All voted aye at 6:35 pm.

Next meeting: Thursday, March 24 at 5:30 pm.

??

ANKENY CITY COUNCIL

City Council Agenda

March 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: COUNCIL GOAL: ??

City Clerk

Ensure Economic Vitality

ACTION REQUESTED:

Motion

LEGAL:

SUBJECT:

Consider motion to approve the issuance of liquor license(s) and/or beer / wine permit(s) in the City of Ankeny.

EXECUTIVE SUMMARY:

In accordance with the Iowa Code Section 123.1 and the City of Ankeny Code of Ordinances Chapter 130, "Liquor Licenses and Wine and Beer Permits," the following license(s) have been investigated and reviewed by the Ankeny Police Department, and when necessary, by Planning & Building and/or Fire Department staff, and are presented to the City Council for approval. Copies of license and/or beer applications are available, for your review, in the Office of the City Clerk.

1. Casey's Marketing Company, d/b/a Casey's General Store #2896, 2601 SE Creekview Dr.- Class E Liquor License (LE) includes Sunday Sales (Renewal) - Effective March 20, 2022.

2. Casey's Marketing Company, d/b/a Casey's General Store #2689, 1310 NW 18th St.- Class E Liquor License (LE) includes Sunday Sales (Renewal) - Effective April 1, 2022.

3. Casey's Marketing Company, d/b/a Casey's General Store #2785, 1602 W 1st St.- Class E Liquor License (LE) includes Sunday Sales (Renewal) - Effective April 1, 2022.

4. Blackberry LLC, d/b/a Flame Cantina, 1315 SW Oralabor Rd, Ste. 101 - Class C Liquor License (LC) includes Sunday Sales, Catering (NEW) - Tentatively Effective March 31, 2022.

FISCAL IMPACT: **??Yes**

The City of Ankeny will receive a portion of each application fee in accordance with Iowa Code Section 123.143.

CITY MANAGER'S RECOMMENDATIONS:

Approve the issuance of license(s) and/or permit(s).

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available

??

ANKENY CITY COUNCIL

City Council Agenda

March 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT:
Public Works

COUNCIL GOAL: ??
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:

Consider motion to approve Amendment No. 4 to the Professional Services Agreement increasing the contract amount by $452,600.00 with Foth Infrastructure and Environment, LLC for 2022 construction engineering services on the West First Street Widening and Improvements - Phase 1 project.

EXECUTIVE SUMMARY:

Foth Infrastructure and Environment, LLC performed the 2021 construction engineering services during the first year of the two-year West First Street Widening and Improvements - Phase 1 project. The Public Works Department proposes to continue using Foth Infrastructure and Environment, LLC to complete the 2022 construction engineering services for the project.

The scope of the 2022 construction engineering services and the corresponding fees are shown in the attached Amendment No. 4 to the Professional Services Agreement. The fee for the 2022 construction engineering services is $452,600.00.

It is recommended that the City Council approve Amendment No. 4 to the Professional Services Agreement with Foth Infrastructure and Environment, LLC.

FISCAL IMPACT: **??No**

The 2022 construction engineering services for the West First Street Widening and Improvements - Phase 1 project are included in the City's 2022-2026 Capital Improvement Program.

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Amendment No. 4
Amendment No. 3
Amendment No. 2
Amendment No. 1
Professional Services Agreement

PROFESSIONAL CONSULTING SERVICES AMENDMENT NO. 4

West First Street Widening and Improvements – Phase 1
SW Scott Street to SW Logan Street

This **AMENDMENT**, made and entered into this 7th day of March, 2022, by and between the **CITY OF ANKENY, IOWA**, hereinafter referred to as the "City", and **FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC.**, hereinafter referred to as the "Consultant", for professional services in connection with the Final Design and Construction Period Services for the widening of West First Street from SW Scott Street to SW Logan Street hereby amends the original AGREEMENT dated December 17, 2018, Amendment No. 1 dated May 6, 2019, Amendment No. 2 dated June 15, 2020, and Amendment No. 3 dated February 1, 2021 as follows:

1. SCOPE OF SERVICES
   Services provided under this AMENDMENT shall be as further described in Attachment 1, Scope of Services.

2. SCHEDULE
   The schedule of the professional services to be performed shall conform to the Schedule set forth in Attachment 2. Any deviations from the Schedule shall be approved by the authorized City representative. The City agrees that the Consultant is not responsible for delays arising from a change in the scope of services, a change in the scale of the Project or delays resulting from causes not directly or indirectly related to the actions of the Consultant.

3. COMPENSATION
   1) In consideration of the professional services provided herein, the City agrees to pay the Consultant the following fee, a maximum NOT-TO-EXCEED, including any authorized reimbursable expenses, pursuant to the Schedule of Fees set forth in Attachment 3.

I.	Basic Services of the Engineer	Not Used
II.	2022 Construction Period Services	
	A. Construction Administration	$ 96,700.00
	B. Resident Engineering/Observation	$ 261,800.00
	C. Construction Survey	$ 59,100.00
	D. Construction Material Testing	$ 35,000.00
	TOTAL	$ 452,600.00

THIS AMENDMENT is subject to all provisions of the original AGREEMENT.

THIS AMENDMENT, together with the original AGREEMENT, Amendment No. 1, Amendment No. 2, and Amendment No. 3 represents the entire and integrated AGREEMENT between the City and Consultant.

THIS AMENDMENT executed the day and year written above.

FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC

BY: Patrick P. Kueter
Patrick P. Kueter, P.E.
Client Director

WITNESS

Name: David D. Kapler, P.E.

Title: Sr. Vice President

CITY OF ANKENY, IOWA

BY: _____
Mark E. Holm
Mayor

ATTEST

_____

Name: Denise L. Hoy

Title: City Clerk

C:\pw_workdir\pw_ie\bdh1\d0564022\AMEND4-2022-0125-Ankeny-W First St-ConstructionServices.doc

Attachment No. 1
Scope of Services

The project consists of reconstruction of West First Street from just east of SW Scott Street to just east of SW Logan Street in Ankeny, Iowa. As part of the original base agreement, the Consultant completed the data collection, functional design, and existing storm sewer assessment. As part of Amendment No. 1, the Consultant completed the preliminary and final roadway design. As part of Amendment No. 2, the Consultant completed additional design related services primarily related to the extension of the project limits on the side streets and modification requests from property owners during the right-of-way acquisition process, the development of standalone NW Northlawn Area Sanitary Sewer Improvements and West First Street Temporary Traffic Signals projects, and the Limited Construction Period Services for the NW Northlawn Area Sanitary Sewer Improvements, West First Street Joint Utility Trench, and West First Street Temporary Traffic Signals projects. As part of Amendment No. 3, the Consultant completed construction period services for Stages 1A, 1B, 1C, and 1D. The following tasks expand the previously approved scope of services and are included as part of Amendment No. 4:

- 2022 Construction Period Services for Stage 2, Stage 3, and project close out and final material audits.

The scope of services to be performed by the Consultant shall be completed in accordance with generally accepted standards of practice and shall include the services to complete the following tasks:

I. BASIC SERVICES OF THE ENGINEER (NOT USED)

II. 2022 CONSTRUCTION PERIOD SERVICES

The Consultant shall consult on a regular basis with the City to clarify and define the City's requirements for the Project and review available data. The City agrees to furnish to the Consultant full information with respect to the City's requirements, including any special or extraordinary considerations for the Project or special services needed, and also to make available pertinent existing data. The Consultant shall provide the following 2022 Construction Period Services:

A. CONSTRUCTION ADMINISTRATION

Construction administration services shall consist of office-based services to assist the City in implementing the construction contract for this project. The work tasks to be performed by the Consultant shall include:

Task 1 - Pre-construction Meeting

The Consultant shall conduct a pre-construction meeting before 2022 construction begins with the City's Contractor, subcontractors, City representatives, and other interested parties.

Task 2 – Limited Public Information Meeting

The Consultant shall conduct one (1) informational meeting for the City's stakeholders along the north side of West First Street within the project limits. The stakeholders include the Fire Department, Police Department, Parks and Recreation, Ankeny City Hall, Albaugh Senior Center, and the Ankeny Community School District.

Task 3 - Shop Drawings Submittal Reviews

The Consultant shall review shop drawings, samples, and other data which the Contractor is required to submit, but only for conformance with design concept of the Project and conformance with the information given in the Contract Documents. The Consultant shall evaluate and determine the acceptability of substitute materials and equipment proposed by the Contractor. The Consultant shall submit their comments to City staff for review and concurrence prior to submitting back to the Contractor. The Consultant shall have authority to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testing, and approvals required.

Task 4 – Engineer Site Visits
In connection with observations of the Contractor's work while it is in progress:

a. The Consultant shall make visits to the site at intervals appropriate to the various stages of construction as the Consultant deems necessary (estimated to be two (2) site visits per month minimum, with up to one (1) weekly visit during peak construction activity periods) in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of the Contractor's work. Based on information obtained during such visits and on such observations, the Consultant shall determine, in general, if such work is proceeding in accordance with the Plans, and the Consultant shall keep the City informed of the progress of the work.

b. The purpose of the Consultant's visits to the site will be to enable the Consultant to better carry out their duties and responsibilities during the construction phase and, in addition, by exercise of the Consultant's efforts as an experienced and qualified design professional, to provide for the City a greater degree of confidence that the completed work of the Contractor will conform to the Plans, and that the integrity of the design concept as reflected in the Plans has been implemented and preserved by the Contractor.

c. The Consultant shall not during such visits supervise, direct, or have control over the Contractor's work, nor shall the Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor for safety precautions and programs incident to the work or for any failure of the Contractor to comply with laws, rules, regulations, ordinances, codes, or orders applicable to the Contractor furnishing and performing their work.

d. During such visits, the Consultant may disapprove of or reject the Contractor's work while it is in progress if the Consultant believes that such work will not produce a completed Project that conforms to the Plans, or that it will prejudice the integrity of the design concept of the Project as reflected in the Plans.

Task 5 – Progress Meetings
The Consultant shall conduct weekly progress meetings with the City, Contractor, and Utility Companies to review progress, update the project schedule, resolve conflicts, and determine any corrective actions if necessary. The Consultant shall assist the Contractor in communicating upcoming construction activities with the adjacent stakeholders and property owners. The Consultant will have two (2) representatives at each progress meeting, including the Resident Construction Observer. The Consultant will also attend the signal activation(s), testing, and walkthroughs.

Task 6 – Construction Newsletters and Graphics
The Consultant shall provide construction updates when a major traffic pattern change happens via a one (1) page construction update newsletter. The intent of the construction update newsletter will be to provide the public a general overview and status update and what to expect during the next phases of construction. A construction graphic may be developed to supplement the construction newsletters that will identify the location of construction activities, street restrictions, how to access adjacent properties, and the overall traffic patterns during a specific stage of construction. The newsletters and graphics will be distributed by the City's communications department. Project letters intended for individual property owners along the south side of the project corridor will be drafted and distributed by the City.

Task 7 – Payment Applications and Change Order Preparation
The Consultant shall prepare contractor payment applications and issue necessary interpretations and clarifications of the Plans, and in connection therewith, prepare change orders as required. The City's standard formats will be used for payment applications and change orders.

Task 8 – Plan Changes
During construction, unknown circumstances may arise that may require modification to the original design. The Consultant will take into account field conditions and develop a formal plan change modifying the original design. The Consultant will submit plan changes to the City for approval and issue

formal plan change to the Contractor for construction. The Consultant will incorporate plan changes into the final Record Documents for the project.

For estimating purposes, three (3) plan changes are assumed as part of this project in 2022.

Task 9 - Final Inspections and Project Close-Out – The Consultant shall conduct an inspection in the company of the City to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable. The Consultant may recommend, in writing, final payment to the Contractor and may give written notice to the City and the Contractor that the work is acceptable. This task will also include assembling final project documentation and certifications, coordination with Iowa DOT personnel, and attendance at the project audits.

Task 10 - Record Drawings
This task consists of preparation of construction record drawings defining the actual location of improvements and fixtures completed in 2022. The Consultant shall prepare record drawings showing those changes made during 2022 construction, based on the marked-up drawings and other data furnished by the Contractor and the Resident Construction Observer. The final submittal of the record drawings shall follow the City's Post-Construction Submittal Requirements and also include ADA-compliant pedestrian ramp as-builts.

Task 11 – Project Management
The project manager for the Consultant will be responsible for monthly progress reporting, minutes of meetings, interoffice memoranda, and invoicing. This task also includes scheduling of staff, coordinating with Sub-Consultants, review of progress, and senior review of deliverables.

Task 12 – Utility Coordination
The Consultant will coordinate with individual utility companies to coordinate on-going utility relocations. It is anticipated that there will be three (3) meetings during the 2022 construction season with representatives of the various utility companies to coordinate construction activities.

For estimating purposes, 64 hours of effort is included for private utility coordination.

The above Construction Administration Services is for the 2022 Calendar Year only and includes a maximum of 560 hours of effort. In the event the construction period exceeds the contract working day or unanticipated conditions require Construction Administration more than 560 hours of effort, the Consultant shall notify the City as it approaches this limit and determine the additional effort to complete the project. The Consultant and City shall work to develop a mutual resolution for the remaining effort.

B. RESIDENT ENGINEERING/OBSERVATION

Upon written authorization to proceed by the City to the Consultant, the work to be performed under this phase of the Project shall include frequent resident observation of the construction work in addition to that included under A. Construction Administration. The Consultant shall determine the amounts owing to the Contractor and recommend, in writing, payments to the Contractor in such amounts. Such recommendations of payment will constitute a representation to the City, based on such observations and review that the work progressed to the point indicated, and that to the best of the Consultant's knowledge, information, and belief, quality of such work is generally in accordance with the Plans. In the case of unit-price work, the Consultant's recommendation of payment will include final determinations of the quantities and classifications of such work.

This phase consists of coordinating field-testing of construction materials incorporated into the project with the Consultant's independent testing sub-consultant. Prepare written reports that document compliance or non-compliance of construction materials. Also included is observing the performance of construction work and advising the Contractor and the City of non-complying work or materials incorporated into the project. Also included is recording final locations of buried water main fittings by the Consultant with a centimeter-grade GPS unit prior to backfill by the Contractor.

For budget purposes, it is assumed that construction will take 130 working days and will occur between April and September in 2022 for Stage 2 and Stage 3 construction activities. It is estimated

that one full-time (48 hours/week) staff member of the Consultant will be available for a duration of twenty-five (25) weeks and one part-time (24 hours/week) staff member for a duration of fifteen (15) weeks.

The above Resident Engineering/Observation estimate includes a maximum of 2,160 hours of effort. In the event the Construction Period exceeds the contract working days or unanticipated conditions require Resident Engineering/Observation more than 2,160 hours of effort for 2022 Construction, the Consultant shall notify the City as it approaches this limit and determine the additional effort to complete the project. The Consultant and City shall work to develop a mutual resolution for the remaining effort.

C. CONSTRUCTION MATERIAL TESTING

Under this task the Consultant shall employ the services of a construction materials testing Sub-consultant to complete construction material sampling and testing for the project. It is anticipated that the majority of the materials incorporated into the project will be provided from approved Iowa DOT material suppliers. As part of the construction contract, the Contractor is responsible for the Certified Plant Inspection, therefore the construction material testing Sub-consultant shall be responsible for providing Quality Assurance testing and provide plant monitoring. Testing personnel shall have the appropriate Iowa DOT certifications.

Task 1 - Construction Material Sampling and Testing

Testing related to project construction will include, but is not limited to the following:

a. Soil material sampling and proctors.
b. Subgrade and subbase material sampling and material engineering properties determinations.
c. Field densities for utility trench backfill.
d. Field density and gradation testing of subgrade and subbase materials.
e. Portland Cement Concrete Pavement Quality Assurance testing, including air, slump, flexural strength, and compressive strength.

The frequency of material testing shall be in accordance with Iowa DOT IM-204.

The effort associated with the 2022 Construction Material Testing will be dependent on the efficiency of the Contractor and Subcontractor efforts. A Construction Material Testing allowance of $35,000 is included for the 2022 Construction. The Consultant shall notify the City as it approaches this limit and determine the additional effort to complete 2022 Construction. The Consultant and City shall work to develop a mutual resolution for the remaining effort.

D. CONSTRUCTION SURVEY

Upon written authorization to proceed by the City, the Consultant shall perform the following tasks as part of Construction Survey:

Task 1 - Project Control

Verify existing horizontal and vertical control as shown in the project plans and supplement with additional control points as-needed to complete the project. Reset land corners and permanent reference markers as indicated on the plans. Tie-ins with existing roadways shall be checked for correctness of alignment prior to construction staking. This task includes resetting of all property corners disturbed by construction.

Task 2 - Property Lines and Temporary Easement

Stake temporary construction easements, permanent easements, and permanent right-of-way corners at 50 foot intervals, or less if needed. These points shall be marked by placement of a metal pin or wood hub, flat, and lath at the same location as the slope stakes.

Task 3 – Sanitary Sewer and Storm Sewer

Locations and elevations shall be marked with metal pin or tack in a wood hub, flat, and lath. The flat shall be clearly marked with the station location, pipe number, cut/fill elevation to flow line and form grade, and offset distance to centerline of pipe.

Task 4 – Water Mains
Mark locations and elevations with metal pin or tack in a wood hub, flat, and lath. Clearly mark the flat with the station location, pipe number, cut/fill elevation, and offset distance to centerline of pipe.

Task 5 – Intakes and Utility Accesses
Locations and elevations shall be marked with metal pin or tack in a wood hub, flat, and lath. The flat shall be clearly marked with the station location; intake or utility access number; cut/fill elevation, including bottom of well and form grade; and offset distance to the Station Location.

Task 6 – Pavement (PCC)
a. Elevations (graded 4' offset paving hubs) at 25 foot intervals for finished grading and paving.
b. At intersections, graded offset hubs will be set at each end of radius, and radius points will be set where radius distance is less than 100 feet. Also graded midpoint offsets will be set on radii where curve length is greater than 40 feet.
c. After grading and paving is complete, reset plan control points and land corner monuments.

*Note: the survey scope of services does not include blue-top staking for finished grading.

Task 7 – Sidewalk Ramps
The Contract Documents contain sheets for construction of curb ramps, turning spaces, and transitions. The Contractor will measure or stake as required to construct features. If either of the following is met, the Consultant will provide staking for that quadrant and verify slopes during finishing:

a) Running Slope. Tolerance between design slope and maximum allowable slope is less than 1.0%
b) Cross Slope, Turning Space Slopes (including areas adjacent to pedestrian pushbuttons). Tolerance of +/- 0.5% from design would exceed minimum or maximum allowable slope.

If adequate construction tolerances are allowed, Consultant will not provide staking for construction of sidewalk.

Task 8 – Sidewalks
Locations and elevations shall be marked with a wood hub and flat. Elevations on one side of the pavement at 50 foot intervals on straight and level sections and at 25 foot intervals on horizontal and vertical curves. The flat shall be clearly marked with the station location, cut/fill information, and offset distance to the edge of pavement.

Task 9 – Traffic Signal Major Equipment
This task includes staking the traffic signal pole and pedestrian pole locations and handhole locations. These points shall be marked by placement of a metal pin or wood hub, flat, and lath.

The above tasks include qualified personnel, equipment, and supplies required for a one-time construction staking for the project to establish the line and grade for the proposed improvements. Replacement costs of any survey stakes or marks that are destroyed or disturbed by the Contractor shall be charged to the Contractor.

Construction staking for silt fence, filter sock, surface restoration, traffic control, and other miscellaneous items are not included in this scope of services. It is assumed that the on-site construction technician for the project will provide these services where appropriate. Existing and final cross-sections for earthwork computations are also not included in the above.

The above Construction Survey estimate includes a maximum of 430 hours of effort. In the event the Construction Period exceeds the contract working days or unanticipated conditions require Construction Survey in excess of 430 hours of effort, the Consultant shall notify the City as it approaches this limit and determine the additional effort to complete the project. The Consultant and City shall work to develop a mutual resolution for the remaining effort.

Attachment No. 2
Schedule

The Consultant will complete the following phases of the Project in accordance with the schedule shown below. If unknown delays present themselves as the project proceeds through construction, the Consultant will work with the City to mutually adjust the schedule accordingly.

I.	Basic Services of the Engineer	Not Used
II.	2022 Construction Period Services	March 2022 – October 2022
III.	Project Closeout and DOT Audit	October 2022 – May 2023

Attachment No. 3
Standard Rate Table

FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC
2022 STANDARD HOURLY RATE SCHEDULE

CLASSIFICATION	HOURLY RATE
Director	$208.00
Project Manager	$178.00-$205.00
Project Engineer	$147.00-$196.00
Staff Engineer	$121.00-$146.00
Planner	$121.00-$194.00
Project Scientist	$121.00-$147.00
Technology Manager	$173.00
Technician	$82.00-149.00
Construction Manager	$173.00
Land Surveyor	$138.00-$173.00
Project Administrator	$80.00-$100.00
Administrative Assistant	$60.00

REIMBURSABLE EXPENSES

1. All materials and supplies used in the performance of work on this project will be billed at cost plus 10%.

2. Auto mileage will be reimbursed per the standard mileage reimbursement established by the Internal Revenue Service. Service vehicle mileage will be reimbursed on the basis of $0.88 per mile.

3. Charges for outside services such as soils and materials testing, fiscal, legal and all other direct expenses will be invoiced at cost plus 10%.

ADJUSTMENTS TO FEE SCHEDULE

1. Fee schedule effective January 1, 2022. Rates subject to change annually on January 1.

PROFESSIONAL CONSULTING SERVICES AMENDMENT NO. 3

West First Street Widening and Improvements – Phase 1
SW Scott Street to SW Logan Street

This **AMENDMENT**, made and entered into this 1st day of February, 2021, by and between the **CITY OF ANKENY IOWA**, hereinafter referred to as the "City", and **FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC.**, hereinafter referred to as the "Consultant", for professional services in connection with the Final Design and Construction Period Services for the widening of West First Street from SW Scott Street to SW Logan Street hereby amends the original AGREEMENT dated December 17, 2018, Amendment No. 1 dated May 6, 2019, and Amendment No. 2 dated June 15, 2020 as follows:

1. SCOPE OF SERVICES
   Services provided under this AMENDMENT shall be as further described in Attachment 1, Scope of Services.

2. SCHEDULE
   The schedule of the professional services to be performed shall conform to the Schedule set forth in Attachment 2. Any deviations from the Schedule shall be approved by the authorized City representative. The City agrees that the Consultant is not responsible for delays arising from a change in the scope of services, a change in the scale of the Project or delays resulting from causes not directly or indirectly related to the actions of the Consultant.

3. COMPENSATION
   1) In consideration of the professional services provided herein, the City agrees to pay the Consultant the following fee, a maximum NOT-TO-EXCEED, including any authorized reimbursable expenses, pursuant to the Schedule of Fees set forth in Attachment 3.

I.	Basic Services of the Consultant	
	A. Final Design	$ 49,690.00
II.	2021 Construction Period Services	
	A. Construction Administration	$ 99,275.00
	B. Resident Engineering/Observation	$ 281,260.00
	C. Construction Survey	$ 61,660.00
	D. Construction Material Testing	$ 35,000.00
	SUBTOTAL	$ 477,195.00
	TOTAL	$ 526,885.00

THIS AMENDMENT is subject to all provisions of the original AGREEMENT.

THIS AMENDMENT, together with the original AGREEMENT, Amendment No. 1, and Amendment No. 2 represents the entire and integrated AGREEMENT between the City and Consultant.

THIS AMENDMENT executed the day and year written above.

FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC

BY: Patrick P. Kueter
Patrick P. Kueter, P.E.
Client Director

WITNESS

David D. Kapler

Name: David D. Kapler, P.E.

Title: Sr. Vice President

CITY OF ANKENY, IOWA

BY: _____
Gary Lorenz
Mayor

ATTEST

_____

Name: Denise L. Hoy

Title: City Clerk

C:\pw_workdir\pw_ie\ppk\d0459612\AMEND3-Ankeny-W First St-ConstructionServices.doc

Attachment No. 1
Scope of Services

The project consists of reconstruction of West First Street from just east of SW Scott Street to just east of SW Logan Street in Ankeny, Iowa. As part of the original base agreement, the Consultant completed the data collection, functional design, and existing storm sewer assessment. As part of Amendment No. 1, the Consultant completed the preliminary and final roadway design. As part of Amendment No. 2, the Consultant completed additional design related services primarily related to the extension of the project limits on the side streets and modification requests from property owners during the right-of-way acquisition process, the development of standalone NW Northlawn Area Sanitary Sewer Improvements and West First Street Temporary Traffic Signals projects, and the Limited Construction Period Services for the NW Northlawn Area Sanitary Sewer Improvements, West First Street Joint Utility Trench, and West First Street Temporary Traffic Signals projects. The following tasks expand the previously approved scope of services and are included as part of Amendment No. 3:

- Development of additional water main alternatives at the side street connection with West First Street. These alternatives incorporated staging requirements of the storm sewer and roadway construction tasks that required multi-staged water main installation and interim water service connections during 2021 construction and permanent connections during 2022 based on limitation to disinfect and flush newly constructed main in 2022 construction. Detailed water main staging notes were incorporated into the overall staging plan for the project.
- 2021 Construction Period Services is for Stage 1A, Stage 1B, Stage 1C, and Stage 1D.
- 2022 Construction Period Services for Stage 2, Stage 3, and project close out and final material audits will be completed under a future Contract Amendment.

The scope of services to be performed by the Consultant shall be completed in accordance with generally accepted standards of practice and shall include the services to complete the following tasks:

I. BASIC SERVICES OF THE ENGINEER

A. FINAL DESIGN

Task 1 – Water Main Design

The Consultant prepared multiple design alternatives for the replacement of the West First Street side street water mains. Included as part of this task was identifying Stage 1 and Stage 2 water main installation and incorporating into the overall roadway staging plan, development of temporary water service connections to maintain individual property water services between 2021 and 2022 construction, and the development of a phased water main removal and permanent connection plan. This task included identifying additional pavement removals, sidewalk replacement and details to replace existing pavement to make permanent water main connections, and incorporation of water main staging notes into the overall roadway staging plan.

II. 2021 CONSTRUCTION PERIOD SERVICES

The Consultant shall consult on a regular basis with the City to clarify and define the City's requirements for the Project and review available data. The City agrees to furnish to the Consultant full information with respect to the City's requirements, including any special or extraordinary considerations for the Project or special services needed, and also to make available pertinent existing data. The Consultant shall provide the following 2021 Construction Period Services:

A. CONSTRUCTION ADMINISTRATION

Construction administration services shall consist of office based services to assist the City in implementing the construction contract for this project. The work tasks to be performed by the Consultant shall include:

Task 1 - Pre-construction Meeting

The Consultant shall conduct a pre-construction meeting after award of construction contract for the City's Contractor, subcontractors, utility companies, Senior Center contractor, Northlawn sewer contractor, and other interested parties.

Task 2 – Limited Public Information Meeting
The Consultant shall conduct one (1) informational meeting after the pre-construction meeting for the City's stakeholders along the north side of West First Street within the project limits. The stakeholders include the Fire Department, Police Department, Parks and Recreation, Ankeny City Hall, and the Ankeny Community School District.

Task 3 - Shop Drawings Submittal Reviews
The Consultant shall review shop drawings, samples, and other data which the Contractor is required to submit, but only for conformance with design concept of the Project and conformance with the information given in the Contract Documents. The Consultant shall evaluate and determine the acceptability of substitute materials and equipment proposed by the Contractor. The Consultant shall submit their comments to City staff for review and concurrence prior to submitting back to the Contractor. The Consultant shall have authority to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testing, and approvals required.

Task 4 – Engineer Site Visits
In connection with observations of the Contractor's work while it is in progress:

a. The Consultant shall make visits to the site at intervals appropriate to the various stages of construction as the Consultant deems necessary (estimated to be two (2) site visits per month minimum, with up to one (1) weekly visit during peak construction activity periods) in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of the Contractor's work. Based on information obtained during such visits and on such observations, the Consultant shall determine, in general, if such work is proceeding in accordance with the Plans, and the Consultant shall keep the City informed of the progress of the work.

b. The purpose of the Consultant's visits to the site will be to enable the Consultant to better carry out their duties and responsibilities during the construction phase and, in addition, by exercise of the Consultant's efforts as an experienced and qualified design professional, to provide for the City a greater degree of confidence that the completed work of the Contractor will conform to the Plans, and that the integrity of the design concept as reflected in the Plans has been implemented and preserved by the Contractor.

c. The Consultant shall not during such visits supervise, direct, or have control over the Contractor's work, nor shall the Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor for safety precautions and programs incident to the work or for any failure of the Contractor to comply with laws, rules, regulations, ordinances, codes, or orders applicable to the Contractor furnishing and performing their work.

d. During such visits, the Consultant may disapprove of or reject the Contractor's work while it is in progress if the Consultant believes that such work will not produce a completed Project that conforms to the Plans, or that it will prejudice the integrity of the design concept of the Project as reflected in the Plans.

Task 5 – Progress Meetings
The Consultant shall conduct weekly progress meetings with the City, Contractor, and Utility Companies to review progress, update the project schedule, resolve conflicts, and determine any corrective actions if necessary. The Consultant shall assist the Contractor in communicating upcoming construction activities with the adjacent stakeholders and property owners. The Consultant will have two (2) representatives at each progress meeting, including the Resident Construction Observer.

Task 6 – Construction Newsletters and Graphics
The Consultant shall provide monthly construction updates or when a major traffic pattern change happens via a one (1) page construction update newsletter. The intent of the construction update newsletter will be to provide the public a general overview and status update and what to expect during the next phases of construction. A construction graphic may be developed to supplement the construction

newsletters that will identify the location of construction activities, street restrictions, how to access adjacent properties, and the overall traffic patterns during a specific stage of construction. The newsletters and graphics will be distributed by the City's communications department. Project letters intended for individual property owners along the south side of the project corridor will be drafted and distributed by the City.

Task 7 – Payment Applications and Change Order Preparation
The Consultant shall prepare contractor payment applications and issue necessary interpretations and clarifications of the Plans, and in connection therewith, prepare change orders as required. The City's standard formats will be used for payment applications and change orders.

Task 8 – Plan Changes
During construction, unknown circumstances may arise that may require modification to the original design. The Consultant will take into account field conditions and develop a formal plan change modifying the original design. The Consultant will submit plan changes to the City for approval and issue formal plan change to the Contractor for construction. The Consultant will incorporate plan changes into the final Record Documents for the project.

For estimating purposes, six (6) plan changes are assumed as part of this project in 2021.

Task 9 - Final Inspections and Project Close-Out – Future Task.

Task 10 - Record Drawings
This task consists of preparation of construction record drawings defining the actual location of improvements and fixtures completed in 2021. The Consultant shall prepare record drawings showing those changes made during 2021 construction, based on the marked-up drawings and other data furnished by the Contractor and the Resident Construction Observer.

Task 11 – Project Management
The project manager for the Consultant will be responsible for monthly progress reporting, minutes of meetings, interoffice memoranda, and invoicing. This task also includes scheduling of staff, coordinating with Sub-Consultants, review of progress, and senior review of deliverables.

Task 12 – Utility Coordination
The Consultant will coordinate with individual utility companies to coordinate on-going utility relocations. It is anticipated that there will be three (3) meetings during the 2021 construction season with representatives of the various utility companies to coordinate construction activities.

For estimating purposes, 56 hours of effort is included for private utility coordination.

The above Construction Administration Services is for the 2021 Calendar Year only and includes a maximum of 660 hours of effort. In the event the construction period exceeds the contract working day or unanticipated conditions require Construction Administration in excess of 660 hours of effort, the Consultant shall notify the City as it approaches this limit and determine the additional effort to complete the project. The Consultant and City shall work to develop a mutual resolution for the remaining effort.

B. RESIDENT ENGINEERING/OBSERVATION

Upon written authorization to proceed by the City to the Consultant, the work to be performed under this phase of the Project shall include frequent resident observation of the construction work in addition to that included under A. Construction Administration. The Consultant shall determine the amounts owing to the Contractor and recommend, in writing, payments to the Contractor in such amounts. Such recommendations of payment will constitute a representation to the City, based on such observations and review that the work progressed to the point indicated, and that to the best of the Consultant's knowledge, information, and belief, quality of such work is generally in accordance with the Plans. In the case of unit-price work, the Consultant's recommendation of payment will include final determinations of the quantities and classifications of such work.

This phase consists of coordinating field-testing of construction materials incorporated into the project with the Consultant's independent testing sub-consultant. Prepare written reports that document compliance or non-compliance of construction materials. Also included is observing the performance of construction work and advising the Contractor and the City of non-complying work or materials incorporated into the project. Also included is recording final locations of buried water main fittings by the Consultant with a centimeter-grade GPS unit prior to backfill by the Contractor.

For budget purposes, it is assumed that construction will take 145 working days and will occur between March and October in 2021 for Stage 1 construction activities. It is estimated that one full-time (48 hours/week) staff member of the Consultant will be available for a duration of thirty (30) weeks and one part-time (24 hours/week) staff member for a duration of fifteen (15) weeks.

The above Resident Engineering/Observation estimate includes a maximum of 2,375 hours of effort. In the event the Construction Period exceeds the contract working days or unanticipated conditions require Resident Engineering/Observation in excess of 2,375 hours of effort for 2021 Construction, the Consultant shall notify the City as it approaches this limit and determine the additional effort to complete the project. The Consultant and City shall work to develop a mutual resolution for the remaining effort.

C. CONSTRUCTION MATERIAL TESTING

Under this task the Consultant shall employ the services of a construction materials testing Sub-consultant to complete construction material sampling and testing for the project. It is anticipated that the majority of the materials incorporated into the project will be provided from approved Iowa DOT material suppliers. As part of the construction contract, the Contractor is responsible for the Certified Plant Inspection, therefore the construction material testing Sub-consultant shall be responsible for providing Quality Assurance testing and provide plant monitoring. Testing personnel shall have the appropriate Iowa DOT certifications.

Task 1 - Construction Material Sampling and Testing

Testing related to project construction will include, but is not limited to the following:

a. Soil material sampling and proctors.
b. Subgrade and subbase material sampling and material engineering properties determinations.
c. Field densities for utility trench backfill.
d. Field density and gradation testing of subgrade and subbase materials.
e. Portland Cement Concrete Pavement Quality Assurance testing, including air, slump, flexural strength, and compressive strength.
f. Asphalt Cement Concrete Pavement Testing including stability, flow, air voids, density, aggregate gradation, and asphalt content.

The frequency of material testing shall be in accordance with Iowa DOT IM-204.

The effort associated with the 2021 Construction Material Testing will be dependent on the efficiency of the Contractor and Subcontractor efforts. A Construction Material Testing allowance of $35,000 is included for the 2021 Construction. The Consultant shall notify the City as it approaches this limit and determine the additional effort to complete 2021 Construction. The Consultant and City shall work to develop a mutual resolution for the remaining effort.

D. CONSTRUCTION SURVEY

Upon written authorization to proceed by the City, the Consultant shall perform the following tasks as part of Construction Survey:

Task 1 - Project Control

Verify existing horizontal and vertical control as shown in the project plans and supplement with additional control points as-needed to complete the project. Reset land corners and permanent reference markers as indicated on the plans. Tie-ins with existing roadways shall be checked for correctness of alignment prior to construction staking. This task includes resetting of all property corners disturbed by construction.

Task 2 - Property Lines and Temporary Easement

Stake temporary construction easements, permanent easements, and permanent right-of-way corners at 50 foot intervals, or less if needed. These points shall be marked by placement of a metal pin or wood hub, flat, and lath at the same location as the slope stakes.

Task 3 – Sanitary Sewer and Storm Sewer
Locations and elevations shall be marked with metal pin or tack in a wood hub, flat, and lath. The flat shall be clearly marked with the station location, pipe number, cut/fill elevation to flow line and form grade, and offset distance to centerline of pipe.

Task 4 – Water Mains
Mark locations and elevations with metal pin or tack in a wood hub, flat, and lath. Clearly mark the flat with the station location, pipe number, cut/fill elevation, and offset distance to centerline of pipe.

Task 5 – Intakes and Utility Accesses
Locations and elevations shall be marked with metal pin or tack in a wood hub, flat, and lath. The flat shall be clearly marked with the station location; intake or utility access number; cut/fill elevation, including bottom of well and form grade; and offset distance to the Station Location.

Task 6 – Pavement (PCC)
a. Elevations (graded 4' offset paving hubs) at 25 foot intervals for finished grading and paving.
b. At intersections, graded offset hubs will be set at each end of radius, and radius points will be set where radius distance is less than 100 feet. Also graded midpoint offsets will be set on radii where curve length is greater than 40 feet.
c. After grading and paving is complete, reset plan control points and land corner monuments.

*Note: the survey scope of services does not include blue-top staking for finished grading.

Task 7 – Sidewalk Ramps
The Contract Documents contain sheets for construction of curb ramps, turning spaces, and transitions. The Contractor will measure or stake as required to construct features. If either of the following is met, the Consultant will provide staking for that quadrant and verify slopes during finishing:

a) Running Slope. Tolerance between design slope and maximum allowable slope is less than 1.0%
b) Cross Slope, Turning Space Slopes (including areas adjacent to pedestrian pushbuttons).
Tolerance of +/- 0.5% from design would exceed minimum or maximum allowable slope.

If adequate construction tolerances are allowed, Consultant will not provide staking for construction of sidewalk.

Task 8 – Sidewalks
Locations and elevations shall be marked with a wood hub and flat. Elevations on one side of the pavement at 50 foot intervals on straight and level sections and at 25 foot intervals on horizontal and vertical curves. The flat shall be clearly marked with the station location, cut/fill information, and offset distance to the edge of pavement.

Task 9 – Traffic Signal Major Equipment
This task includes staking the traffic signal pole and pedestrian pole locations and handhole locations. These points shall be marked by placement of a metal pin or wood hub, flat, and lath.

The above tasks include qualified personnel, equipment, and supplies required for a one-time construction staking for the project to establish the line and grade for the proposed improvements. Replacement costs of any survey stakes or marks that are destroyed or disturbed by the Contractor shall be charged to the Contractor.

Construction staking for silt fence, filter sock, surface restoration, traffic control, and other miscellaneous items are not included in this scope of services. It is assumed that the on-site construction technician for the project will provide these services where appropriate. Existing and final cross-sections for earthwork computations are also not included in the above.

The above Construction Survey estimate includes a maximum of 510 hours of effort. In the event the Construction Period exceeds the contract working days or unanticipated conditions require Construction Survey in excess of 510 hours of effort, the Consultant shall notify the City as it approaches this limit and determine the additional effort to complete the project. The Consultant and City shall work to develop a mutual resolution for the remaining effort.

Attachment No. 2
Schedule

The Consultant will complete the following phases of the Project in accordance with the schedule shown below. If unknown delays present themselves as the project proceeds through construction, the Consultant will work with the City to mutually adjust the schedule accordingly.

I.	Basic Services of the Engineer	July 2020 – August 2020
II.	2021 Construction Period Services	January 2021 – December 2021

Attachment No. 3
Standard Rate Table

FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC
2021 STANDARD HOURLY RATE SCHEDULE

CLASSIFICATION	HOURLY RATE
Director	$202.00
Project Manager	$173.00-$199.00
Project Engineer	$143.00-$190.00
Staff Engineer	$117.00-$142.00
Planner	$117.00-$188.00
Project Scientist	$117.00-$143.00
Technology Manager	$168.00
Technician	$80.00-145.00
Construction Manager	$168.00
Land Surveyor	$134.00-$168.00
Project Administrator	$78.00-$98.00
Administrative Assistant	$60.00

REIMBURSABLE EXPENSES

1. All materials and supplies used in the performance of work on this project will be billed at cost plus 10%.

2. Auto mileage will be reimbursed per the standard mileage reimbursement established by the Internal Revenue Service. Service vehicle mileage will be reimbursed on the basis of $0.88 per mile.

3. Charges for outside services such as soils and materials testing, fiscal, legal and all other direct expenses will be invoiced at cost plus 10%.

ADJUSTMENTS TO FEE SCHEDULE

1. Fee schedule effective January 1, 2021. Rates subject to change annually on January 1.

PROFESSIONAL CONSULTING SERVICES AMENDMENT NO. 2

West First Street Widening and Improvements – Phase 1
SW Scott Street to SW Logan Street

This **AMENDMENT**, made and entered into this 15th day of June, 2020, by and between the **CITY OF ANKENY IOWA**, hereinafter referred to as the "City", and **FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC.**, hereinafter referred to as the "Consultant", for professional services in connection with the design of the widening of West First Street from SW Scott Street to SW Logan Street hereby amends the original AGREEMENT dated December 17, 2018 and Amendment #1 dated May 6, 2019, as follows:

1. SCOPE OF SERVICES
   Services provided under this AMENDMENT shall be as further described in Attachment 1, Scope of Services.

2. SCHEDULE
   The schedule of the professional services to be performed shall conform to the Schedule set forth in Attachment 2. Any deviations from the Schedule shall be approved by the authorized City representative. The City agrees that the Consultant is not responsible for delays arising from a change in the scope of services, a change in the scale of the Project or delays resulting from causes not directly or indirectly related to the actions of the Consultant.

3. COMPENSATION
   A. In consideration of the professional services provided herein, the City agrees to pay the Consultant the following fee, a maximum NOT-TO-EXCEED, including any authorized reimbursable expenses, pursuant to the Schedule of Fees set forth in Attachment 3.

I.	Basic Services of the Consultant	
	A. Project Coordination	$ 43,690.00
	B. Design Surveys	$ 16,900.00
	C. Preliminary Design	$ 55,280.00
	D. Real Estate Services	$ 5,000.00
	SUBTOTAL	$ 120,870.00
II.	West First Street Joint Utility Trench	$ 51,430.00
III.	NW Northlawn Area Sanitary Sewer Improvements	$ 28,900.00
IV.	West First Street Temporary Traffic Signals	$ 14,500.00
V.	Construction Period Services	
	West First Street Joint Utility Trench	
	A. Construction Administration	$ 35,580.00
	B. Resident Engineering/Observation	$ 96,830.00
	C. Construction Survey	$ 16,830.00
	SUBTOTAL	$ 149,240.00
	NW Northlawn Area Sanitary Sewer Improvements	
	A. Construction Administration	$ 3,440.00
	B. Construction Survey	$ 3,430.00
	SUBTOTAL	$ 6,870.00

West First Street Temporary Traffic Signals		
A. Construction Administration	$	6,340.00
B. Construction Survey	$	1,240.00
SUBTOTAL	$	7,580.00
TOTAL	$	379,390.00

THIS AMENDMENT is subject to all provisions of the original AGREEMENT.

THIS AMENDMENT, together with the original AGREEMENT and Amendment #1, represents the entire and integrated AGREEMENT between the City and Consultant.

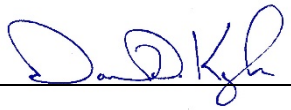
THIS AMENDMENT executed the day and year written above.

FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC

BY:

Patrick P. Kueter, P.E.
Client Director

WITNESS



Name: David D. Kapler, P.E.

Title: Sr. Vice President

CITY OF ANKENY, IOWA

BY: _____

Gary Lorenz
Mayor

ATTEST

_____

Name: Denise L. Hoy

Title: City Clerk

C:\pw_workdir\pw_ie\ppk\d0401643\Amend2-2020-0430-Ankeny-West First Street.docx

Attachment No. 1
Scope of Services

The project consists of reconstruction of West First Street from just east of SW Scott Street to just east of SW Logan Street in Ankeny, Iowa. As part of the original base agreement, the Consultant completed the data collection, functional design, and existing storm sewer assessment. As part of Amendment No. 1, the Consultant completed the preliminary and final roadway design. The following tasks expand the previously approved scope of services and are included as part of Amendment No. 2:

- Extension of the project limits on NW School Street, SW School Street, NW Ash Drive, and SW Cherry Street to accommodate additional turning movements.
- Extension of the project limits on SW Maple Street to accommodate sanitary sewer service replacements for adjacent properties.
- Evaluation of existing right-of-way NW Ash Drive dedication and development of an acquisition plat north of the project limits.
- Based on comments received at the right-of-way Public Hearing, revised the West First Street horizontal alignment from SW Walnut Street to SW School Street to minimize pavement widening towards the existing residential properties south of West First Street. Included are revisions to SW Pleasant Street roadway geometry, sidewalks, pedestrian ramps, storm sewer, cross sections, parcel displays, and acquisition plats.
- Complete water main replacement at side streets and sanitary sewer service replacement and new subdrain services for all properties within the construction limits.
- Development of a standalone NW Northlawn Area Sanitary Sewer Improvements project (local letting).
- Development of a standalone West First Street Joint Utility Trench project to complete relocation efforts in advance of the roadway construction project. Expanded the joint utility trench to incorporate private utilities and allow for future expansion (local letting).
- Development of standalone West First Street Temporary Traffic Signals project in advance of the roadway construction project (local letting).
- Construction period services for the NW Northlawn Area Sanitary Sewer Improvements, West First Street Joint Utility Trench, and West First Street Temporary Traffic Signals projects.
- Separate right-of-way negotiations for Parcels 19, 20, and 21 for the West First Street Joint Utility Trench project, and the West First Street Widening and Improvements – Phase 1 project.

The scope of services to be performed by the Consultant shall be completed in accordance with generally accepted standards of practice and shall include the services to complete the following tasks:

I. BASIC SERVICES OF THE CONSULTANT

The Consultant will consult on a regular basis with the City to clarify and define the City's requirements for the Project and review available data. The City agrees to furnish to the Consultant full information with respect to the City's requirements, including any special or extraordinary considerations for the Project or special services needed, and to make available pertinent existing data. The Consultant shall provide the following basic services in regard to the Project:

A. Project Coordination

The Consultant will complete the following project coordination activities:

Task 1 – Utility Coordination Meetings

In addition to Task 4 of Section I.A. of Amendment 1, the Consultant will attend two (2) additional meetings with each utility company that will utilize the joint utility trench. The additional eight (8) meetings will be used to coordinate additional requirements of the City's joint utility trench project, which includes handhole locations, construction scheduling, and other accommodations not typical of private utility coordination.

Task 2 – Property Acquisition Exhibit Preparation
In addition to Task 7 of Section I.A. of Amendment 1, the Consultant will provide two (2) exhibits for Parcels 19, 20, and 21 to delineate the proposed property acquisition needs for the City's joint utility trench project and MidAmerican Energy's electric relocation project.

Task 3 – Individual Parcel Exhibits
In addition to Task 8 of Section I.A. of Amendment 1, the Consultant will prepare three (3) individual property acquisition exhibits for Parcels 19, 20, and 21 needed for the City's joint utility trench project and MidAmerican Energy's electric relocation project.

Task 4 – Project Management (9 mos. for February 2020 – November 2020)
In addition to Task 9 of Section I.A. of Amendment 1, the project manager for the Consultant will be responsible for an additional nine (9) months of coordination with the City. The City rescheduled the West First Street Widening and Improvements – Phase 1 project letting date from February 2020 to November 2020.

B. Design Surveys
In addition to the tasks of Section I.B. of Amendment 1, the Consultant will perform field and office tasks required to collect additional topographic information deemed necessary to complete the project. The specific supplemental survey tasks to be performed include the following:

Task 1 – Right-of-Way Survey, NW Ash Drive
Through the initial title and survey research of NW Ash Drive within the project limits, it was determined that the existing roadway corridor did not have any right-of-way dedicated as part of the original corridor development. The Consultant will perform additional right-of-way research to locate adjacent section and subdivision lines and will re-establish the centerline of the existing NW Ash Drive. The Consultant will utilize the existing record plans to set an official right-of-way width on the corridor that will be used to prepare an acquisition plat to dedicate the fee-title right-of-way.

Task 2 - Preparation of Acquisition Plats and Legal Descriptions
In addition to the number of documents described in Task 2 of Section I.B. on Amendment No. 1, the Consultant will prepare the following additional acquisition plats and legal descriptions for NW Ash Drive, the City's joint utility trench project, and MidAmerican Energy's electric relocation project:

Permanent (Fee Title) Right-of-Way Acquisition Plats (FE) = 2 each
Permanent (Sidewalk, Utility, Electric) Easements (PE) = 3 each
Temporary Construction Easements (TE) = Not needed. City will utilize Parcel Exhibits.

Task 3 – Expand Topographic Survey Limits
The Consultant expanded the topographic surveys completed as part of the Task 2 of Section I.B of the Original Agreement required for the development of the additional design for SW Cherry Street, NW Ash Drive, and NW School Street. The project design modified the intersection lane configuration to incorporate additional turn lanes in both directions. The updated lane configuration extended beyond the project limits assumed in the original Agreement.

Included as part of this task is the updating of the project base maps and topographical surfaces.

C. Modifications to Preliminary Design
The Consultant will perform preliminary design services with the primary focus on geometric plans and profiles, existing and proposed utility locations, and right-of-way requirements. Incorporate potential elements that may affect the corridor improvements, including property impacts, construction staging, and traffic control operations. The preparation of preliminary design plans depicting the proposed grading, drainage, paving, signing, utility relocation, and other features of the project.

The work to be performed by the Consultant under the Preliminary Design phase will consist of the following tasks:

Task 1 - Roadway Geometrics Modifications, SW Cherry Street & NW Ash Drive
In addition to Task 1 of Section I.C. of Amendment 1, the Consultant will modify the overall intersection lane configuration to incorporate right turn lanes in both the northbound and southbound directions. The updated lane configuration extended beyond the project limits assumed in the original Agreement. Return geometry, pedestrian facilities, and traffic signal equipment locations will also be updated to accommodate revised lane geometry.

Task 2 – Vertical Profile Modifications, NW School Street and SW Maple Street
The Consultant extended the limits of reconstruction of NW School Street beyond what was assumed in the Original Agreement and revised the vertical profile to accommodate additional pavement reconstruction. The revision will include design of one (1) additional commercial driveway on Parcel 20 and adjacent pedestrian facilities to comply with ADA requirements.

Task 3 – Sanitary Sewer Service Relocation Design
In addition to Task 5 of Section I.C. of Amendment 1, the Consultant will complete the design and plan preparation for relocation of three (3) sanitary sewer services. One for the Parkview Middle School at the intersection of W First Street and SW Pleasant Street, and one for Parcel 20 at the intersection of W First Street and SW School Street.

As part of this task, sanitary sewer services replacement for all residential properties within the project limits will be incorporated into the project plan set.

Task 4 – Retaining Wall and Concrete Steps Design
This task includes the design and detailing of combined sidewalk and retaining walls with wall heights less than 5-feet. It is anticipated that there will three (3) locations along the south side of West First Street and one (1) location along the west side of NW Ash Drive. This task also includes the design and detailing of concrete steps with handrail for one location in the southwest corner of West First Street and SW Pleasant Street.

D. Real Estate Services (JCG Land Services, Inc.)
In addition to the tasks of Section I.F. of Amendment 1, the Sub-Consultant will prepare three (3) additional compensation estimates; provide additional negotiation/acquisitions for Parcels 19, 20, and 21; and perform closings for Parcels 19, 20, and 21. The additional tasks are associated with the right-of-way acquisition needed for the City's joint utility trench project and MidAmerican Energy's electric relocation project.

II. WEST FIRST STREET JOINT UTILITY TRENCH

In addition to the tasks of Section II of Amendment 1, the Consultant will develop a typical cross section and plan and profile sheets required for the relocation of private telecommunication utilities into a joint utility trench. Included as part of this task is coordination with the existing traffic signals, the proposed temporary traffic signals, and the future permanent traffic signals, and the development and placement of handhole banks for future access to conduits. The proposed joint utility trench consists of the installation of multiple conduits to accommodate telecommunications within a common trench along the following street corridor:

Joint Trench Installation – West First Street from SW Scott Street to Ankeny Blvd (2,700-ft). Includes the following conduits:

- One 2-inch conduit for the City
- One 2-inch conduit for the School
- One 2-inch conduit for Windstream
- One 2-inch conduit for UPN
- Two 2-inch conduits for Mediacom
- One 2-inch conduit for Aureon
- Three 2-inch conduits for future use

Other Installations

- New handholes for private telecommunication companies along West First Street between SW Scott Street and Ankeny Blvd
- New handholes for future use along West First Street between SW Scott Street and Ankeny Blvd

A. Project Coordination

Task 1 – Utility Coordination Meetings – Included in Task 3 of Section I.A.

Task 2 – Project Management – Included in Task 5 of Section I.A.

B. Conceptual Design

The Consultant completed an assessment of the existing City and School fiber optic systems and developed a master plan for the improvements as part of Amendment 1. Additional work performed by the Consultant under Conceptual Design shall consist of the following tasks:

Task 1 – Develop Typical Sections for the Joint Utility Trench

This task consists of development of multiple duct trench cross sections using information from the City, School, and private utility companies.

C. Preliminary Design

In addition to the tasks of Section II.C. of Amendment 1, the Consultant will perform preliminary design services in the preparation of design plans and specifications depicting the proposed joint utility trench and other features of the project. The preliminary plans will include but not be limited to the following tasks:

Task 1 – Preliminary Profile Design Development

This task consists of preparation of preliminary location plans for the utility trench. The primary focus will be on trench location and elevations necessary to minimize conflicts of existing and proposed utilities and roadway elements. The plans will show existing base mapping features including right-of-way lines and public utilities.

Task 2 – Preliminary Plan Preparation

Additional plan preparation not covered by Amendment 1 includes:

Preliminary Utility Trench Plan and Profiles (D Sheets)

This task consists of the development of preliminary joint utility trench plan and profiles.

D. Final Design

In addition to the tasks of Section II.D. of Amendment 1, the Consultant will perform final design services in the preparation of contract drawings, specifications, and opinion of probable construction cost for the award of a single Contract for the construction of the proposed improvements. The work tasks to be performed include the following:

Task 1 - Final Construction Plans

Additional plan preparation not covered by Amendment 1 includes:

Final Utility Trench Plan and Profiles (D Sheets) - This item consists of the final design and drafting of the joint utility trench plan and profile sheets, including detailed information required for plan approvals, permitting, and construction of the proposed improvements. This task also consists of the final design and drafting for the removals and adjustments of features impacted by the utility trench construction.

Final Survey Sheets (G Sheets) – This task consists of assembling reference ties to the plan control points and the benchmark data used to develop the plans and to be preserved throughout construction of the project.

Final Right-of-Way Sheets (H Sheets) - This item consists of the final plan for right-of-way and easements needed for the construction of the City's joint utility trench project and MidAmerican's electric relocation project.

Final Detour Routes (J Sheets) – This item consists of the final plan for detour routes needed for the temporary closures of NW Ash Drive and NW School Street.

III. NW NORTHLAWN AREA SANITARY SEWER IMPROVEMENTS

The project consists of the extension of 315 linear feet of 8-inch trenchless sanitary sewer with casing pipe from approximately 100 feet west of SW Maple Street to approximately 100 feet east of SW Scott Street on the north side of West First Street. The project includes the following tasks:

A. Project Coordination

Task 1 – Project Development Meetings
The Consultant will maintain communications with the City and others to review progress and discuss specific elements of the project design and receive direction from the City. The meetings will serve to establish project schedules, develop project goals, establish initial design parameters, promote a dialog between the various entities, improve the decision-making process, and expedite design development. Prepare minutes of meetings and keep documentation of other communications. For budget purposes, it is assumed that the meetings will be attended by one (1) staff member(s) of the Consultant. The following meetings are included with the scope of work:

Preliminary Design Phase – one (1) meeting
Final Plan Phase – one (1) meeting

Task 2 – Utility Coordination Meetings – Included in the Basic Services of the Consultant in Amendment 1.

Task 3 – Project Management – Included in Task 5 of Section 1.A.

B. Conceptual Design

The Consultant will complete an assessment of the existing sanitary sewer system in order to develop a concept plan for the improvements. The work to be performed by the Consultant under Conceptual Design shall consist of the following tasks:

Task 1 – Data Collection – Included in the Basic Services of the Consultant in Amendment 1.

Task 2 – Review of Existing Sewer System – Included in the Basic Services of the Consultant in Amendment 1.

Task 3 – Develop Alignments for the Sanitary Sewer Extension
This task consists of development of sanitary sewer alignment using the project base map. The alignment will be developed based on the needs stated by the City. The conceptual design will incorporate potential elements that may affect the sewer path including property impacts. The conceptual design will be used as a reference in preparing preliminary and final plans. The City will review the conceptual design. Suggested revisions or design modifications would be addressed in the preliminary design phase.

Task 4 – Project Utility Review - Included in the Basic Services of the Consultant in Amendment 1.

C. Preliminary Design

The Consultant will perform preliminary design services in the preparation of design plans and specifications depicting the proposed sanitary sewer extension and other features of the project. The preliminary plans will include but not be limited to the following tasks:

Task 1 – Preliminary Design Development

This task consists of preparation of preliminary plans for the sanitary sewer extension. The primary focus will be on sewer location and elevations necessary to service the NW Northlawn area. The plans will show existing base mapping features including right-of-way lines and public utilities.

Task 2 – Preliminary Plan Preparation
Upon completion of the preliminary plans, the design plans will be approximately 60 percent complete. The work to be performed by the Consultant under Preliminary Design shall consist of the following tasks:

Title and General Information Sheets (A Sheets)
This task consists of assembling the preliminary title and general information sheets. The preliminary title sheets will include the following: Index of Sheets, Legend, Location Map, and Project Number.

Preliminary Typical Details (B Sheets)
This task consists of assembling the typical details to be used for the proposed improvements.

Preliminary Sanitary Sewer Plan and Profiles (MSA Sheets)
This task consists of the development of preliminary sanitary sewer plan and profiles. The Consultant anticipates using SUDAS Standard Specifications and the City's Supplemental Specifications.

Task 3 – Budget Review
The Consultant shall prepare a preliminary opinion of probable construction cost for the project and compare the cost to the City's current Project budget. The Consultant shall, if necessary, make recommendations pertaining to modifications in the Project in order to address budgetary concerns. Preliminary cost estimates shall be based on representative major project elements and recent bid information. Detailed quantity takeoffs will not be developed for the preliminary cost estimate.

Task 4 – Quality Control
Involve ongoing quality control input from the City and the Consultant's senior technical staff throughout the development of preliminary plans. The Consultant is responsible for making specific recommendations and ensuring that critical issues are discussed and resolved prior to submittal of the preliminary plan set to the City.

Review the preliminary engineering plan set for technical accuracy, as well as for general constructability and conformance with the project design criteria.

D. Final Design
Based upon approved preliminary design and field review, the Consultant shall subsequently proceed with final design, contract drawings, specifications, and opinion of probable construction cost for the award of a single Contract for the construction of the proposed improvements. The work tasks to be performed include the following:

Task 1 – Incorporate Comments from Preliminary Plan Review
The Consultant will respond to comments resulting from the preliminary plan review and field review. Recommended modifications will be incorporated into the plan set. The Consultant will revise preliminary construction plans and special provisions to incorporate City and utility company comments.

Task 2 - Final Construction Plans
The Consultant shall provide the City with the following deliverables:

Final Title Sheets (A Sheets) - This item consists of finalizing the title sheet. The title sheets will include the following: Index of Sheets, Index of Standard Road Plans, Legend, Location Map, Project Number, Letting Date, and Design Designation.

Final Special Details (B Sheets) - This item consists of final design and drafting of special details to be utilized for the improvements.

Final Quantities (C Sheets) - This item consists of final bid items to be included in the Project, as well as final quantity tabulations, and the development of the general notes and estimate reference information.

Final Survey Sheets (G Sheets) – This task consists of assembling reference ties to the plan control points and the benchmark data used to develop the plans and to be preserved throughout construction of the project.

Final Traffic Control and Staging (J Sheets) - This item consists of the final plan for construction scheduling and staging of the Project and for final traffic control measures to be implemented during construction.

Final Plan and Profiles (MSA Sheets) - This item consists of the final design and drafting of the sanitary sewer plan and profile sheets, including the detail information required for plan approvals, permitting, and construction of the proposed improvements. This task also consists of the final design and drafting for the removals and adjustments of features impacted by the sewer construction.

Final Erosion Control and Surface Restoration (RR Sheets) - This item includes the final design and drafting of erosion control measures and surface restoration to be provided on the Project.

Task 3 - Project Manual
This task consists of preparation of a Project Manual utilizing the standard City front-end documents. The SUDAS Standard Specifications shall also be utilized for this project.

Task 4 - Opinion of Probable Construction Cost
An updated Opinion of Probable Construction Cost shall be prepared at the time of completion of the plans and specifications. The Opinion of Probable Construction Cost is intended for the use of the City in financing the Project.

Task 5 - Quality Control
Involve ongoing quality control input from the City and the Consultant's senior technical staff throughout the development of final plans. The Consultant is responsible for making specific recommendations and ensuring that critical issues are discussed and resolved prior to submittal of the final plan set to the City.

E. Project Bidding
The Consultant will coordinate and manage the letting process for the project. For estimating purposes, one (1) letting has been included as part of this Agreement. The work tasks to be performed or coordinated by the Consultant shall include the following:

Task 1 - Printing of Plans and Specifications
This task consists of printing and handling of the Plans and Specifications. For budget purposes it is estimated that ten (10) half-size (11"x17") plan sets and specifications will be duplicated and assembled by the Consultant. Five (5) sets will be provided to the City and five (5) sets will be provided to the Contractor. This task also includes dissemination of the contract documents utilizing the QuestCDN system and maintaining a plan holders list during the bidding phase.

Task 2 - Notice of Project
The Consultant shall prepare the formal Notice to Bidders and Notice of Public Hearing. The City shall handle publication and posting. The Consultant shall send a contractor invitation to potential bidders via email.

Task 3 - Plan Clarification and Addenda
The Consultant shall be available to answer questions from contractors prior to the letting and shall issue addenda as appropriate to interpret, clarify, or expend the bidding documents.

Task 4 - Letting, Bid Tabs, and Award Recommendation
The Consultant shall have a representative present when the bids are opened, shall make tabulations of bid for the City, shall advise the City on the responsiveness of the bidders, and assist the City in making the award of contract, including preparation of necessary contract documents.

IV. WEST FIRST STREET TEMPORARY TRAFFIC SIGNALS

In addition to tasks included in Amendment 1, the Consultant will perform design services for a project consisting of the installation of temporary traffic signals at the intersection of West First Street and NW Ash Drive/SW Cherry Street and at the intersection of West First Street and School Street in advance of the roadway project. The City will provide the controllers, the controller cabinets, and all signal heads for the project.

A. Preliminary Design

The Consultant will perform preliminary design services in the preparation of design plans and specifications depicting the proposed temporary traffic signals and other features of the project. The preliminary plans will include but not be limited to the following tasks:

Task 1 – Preliminary Plan Preparation
In addition to Task 11 of Section I.C. of Amendment 1, the Consultant will perform the following preliminary design services in the preparation of design plans. Upon completion of the preliminary plans, the design plans will be approximately 60 percent complete.

Title and General Information Sheets (A Sheets)
This task consists of assembling the preliminary title and general information sheets. The preliminary title sheets will include the following: Index of Sheets, Legend, Location Map, and Project Number.

Preliminary Traffic Signals (N Sheets)
This task consists of the development of preliminary temporary traffic signal improvements. The preliminary plans will include signal pole placement and other general layout information. This task also includes gathering information on the type of equipment to be used for the project using available design standards of the City and the Manual on Uniform Traffic Control Devices (MUTCD).

Task 2 – Budget Review – Included in the Basic Services of the Consultant in Amendment 1.

Task 3 – Quality Control
Involve ongoing quality control input from the City and the Consultant's senior technical staff throughout the development of preliminary plans. The Consultant is responsible for making specific recommendations and ensuring that critical issues are discussed and resolved prior to submittal of the preliminary plan set to the City.

Review the preliminary engineering plan set for technical accuracy, as well as for general constructability and conformance with the project design criteria.

B. Final Design

In addition to Task 11 of Section I.C. of Amendment 1, the Consultant will perform the following final design services in the preparation of contract drawings, specifications, and opinion of probable construction cost for the award of a single Contract for the construction of the proposed improvements. The work tasks to be performed include the following:

Task 1 – Incorporate Comments from Preliminary Plan Review
The Consultant will respond to comments resulting from the preliminary plan review and field review. Recommended modifications will be incorporated into the plan set. The Consultant will revise preliminary construction plans and special provisions to incorporate City and utility company comments.

Task 2 - Final Construction Plans
The Consultant shall provide the City with the following deliverables:

Final Title Sheets (A Sheets) - This item consists of finalizing the title sheet. The title sheets will include the following: Index of Sheets, Index of Standard Road Plans, Legend, Location Map, Project Number, Letting Date, and Design Designation

Final Quantities (C Sheets) - This item consists of final bid items to be included in the Project, as well as final quantity tabulations, and the development of the general notes and estimate reference information.

Final Survey Sheets (G Sheets) – This task consists of assembling reference ties to the plan control points and the benchmark data used to develop the plans and to be preserved throughout construction of the project.

Final Traffic Staging (J Sheets) - This item consists of the final plan for construction scheduling and staging of the roadway project.

Final Traffic Signal Sheets (N Sheets) - This item consists of the final design and drafting of temporary traffic signals. Included in this task will be the signal layout plans, wiring diagrams, major equipment, poles, signal heads, quantities, special provisions, fiber optic interconnect to support both temporary and permanent traffic signal locations, and other elements of the traffic signal installations, as necessary, to accommodate the roadway design, and proposed phasing and operation of traffic signals.

Task 3 - Project Manual
The task consists of preparation of a Project Manual utilizing the standard City front-end documents. The SUDAS Standard Specifications shall also be utilized for this project.

Task 4 - Opinion of Probable Construction Cost
An updated Opinion of Probable Construction Cost shall be prepared at the time of completion of the plans and specifications. The Opinion of Probable Construction Cost is intended for the use of the City in financing the Project.

Task 5 - Quality Control
Involve ongoing quality control input from the City and the Consultant's senior technical staff throughout the development of final plans. The Consultant is responsible for making specific recommendations and ensuring that critical issues are discussed and resolved prior to submittal of the final plan set to the City.

C. Project Bidding
The Consultant will coordinate and manage the letting process for the project. For estimating purposes, one (1) letting has been included as part of this Agreement. The work tasks to be performed or coordinated by the Consultant shall include the following:

Task 1 - Printing of Plans and Specifications
This task consists of printing and handling of the Plans and Specifications. For budget purposes it is estimated that ten (10) half-size (11"x17") plan sets and specifications will be duplicated and assembled by the Consultant. Five (5) sets will be provided to the City and five (5) sets will be provided to the Contractor. This task also includes dissemination of the contract documents utilizing the QuestCDN system and maintaining a plan holders list during the bidding phase.

Task 2 - Notice of Project
The Consultant shall prepare the formal Notice to Bidders. The City shall handle posting. The Consultant shall send a contractor invitation to potential bidders via email.

Task 3 - Plan Clarification and Addenda
The Consultant shall be available to answer questions from contractors prior to the letting and shall issue addenda as appropriate to interpret, clarify, or expand the bidding documents.

Task 4 - Letting, Bid Tabs, and Award Recommendation
The Consultant shall receive the semi-formal bids via email, shall make tabulations of bid for the City, shall advise the City on the responsiveness of the bidders, and assist the City in making the award of contract, including preparation of necessary contract documents.

V. CONSTRUCTION PERIOD SERVICES

The work tasks to be performed or coordinated by the Consultant during the Construction Period Services shall include the following tasks for the NW Northlawn Area Sanitary Sewer Improvements project, the West First Street Joint Utility Trench project, and the West First Street Temporary Traffic Signals project.

A. Construction Administration

Construction administration services shall consist of office based services to assist the City in implementing the construction contract for this project. The work tasks to be performed by the Consultant shall include:

Task 1 - Pre-construction Meeting
The Consultant shall conduct a pre-construction meeting after award of construction contract for the City's Contractor, subcontractors, utility companies, and other interested parties.

Task 1 is included for all three (3) projects.

Task 2 - Shop Drawings Submittal Reviews
The Consultant shall review shop drawings, samples, and other data the Contractor is required to submit, but only for conformance with design concept of the Project and conformance with the information given in the contract documents. The Consultant shall evaluate and determine the acceptability of substitute materials and equipment proposed by the Contractor. The Consultant shall have authority to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testing, and approvals required.

Task 2 is included for all three (3) projects.

Task 3 – Site Visits
In connection with observations of the Contractor's work while it is in progress:

a. The Consultant shall make visits to the site at intervals appropriate to the various stages of construction as the Consultant deems necessary (estimated to be one (1) site visit per month minimum, with up to weekly visits during peak construction activity periods) in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of the Contractor's work. Based on information obtained during such visits and on such observations, the Consultant shall determine, in general, if such work is proceeding in accordance with the Plans, and the Consultant shall keep the City informed of the progress of the work.

b. The purpose of the Consultant's visits to the site will be to enable the Consultant to better carry out his duties and responsibilities during the construction phase and, in addition, by exercise of the Consultant's efforts as an experienced and qualified design professional, to provide for the City a greater degree of confidence that the completed work of the Contractor will conform to the Plans, and that the integrity of the design concept as reflected in the Plans has been implemented and preserved by the Contractor.

c. The Consultant shall not during such visits supervise, direct, or have control over the Contractor's work, nor shall the Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor for safety precautions and programs incident to the work or for any failure of the Contractor to

comply with laws, rules, regulations, ordinances, codes, or orders applicable to the Contractor furnishing and performing his work.

d. During such visits, the Consultant may disapprove of or reject the Contractor's work while it is in progress if the Consultant believes that such work will not produce a completed Project that conforms to the Plans, or that it will prejudice the integrity of the design concept of the Project as reflected in the Plans.

For estimating purposes, the number of site visits for each project is as follows:

NW Northlawn Area Sanitary Sewer Improvements – six (6) visits
West First Street Joint Utility Trench – sixteen (16) visits
West First Street Temporary Traffic Signals – three (3) visits

Task 4 – Weekly Progress Meetings
The Consultant shall conduct weekly progress meetings with the City, Contractor, and Utility Companies to review progress, update the project schedule, resolve conflicts, and determine any corrective actions if necessary. The Consultant shall assist the Contractor in communicating upcoming construction activities with the adjacent businesses and property owners. For estimating purposes, the number of meetings for each project is as follows:

NW Northlawn Area Sanitary Sewer Improvements – City Task
West First Street Joint Utility Trench – Twenty-four (24) meetings
West First Street Temporary Traffic Signals – City Task

Task 5 – Pay Requests and Change Order Preparation
The Consultant shall prepare contractor pay requests and issue necessary interpretations and clarifications of the Plans, and in connection therewith, prepare change orders as required.

Task 5 is included for the West First Street Joint Utility Trench project only. The City will perform this task for the NW Northlawn Area Sanitary Sewer Improvements project and the West First Street Temporary Traffic Signals project.

Task 6 - Final Inspections and Project Close-Out
The Consultant shall conduct an inspection in the company of the City to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable. The Consultant may recommend, in writing, final payment to the Contractor and may give written notice to the City and the Contractor that the work is acceptable. This task will also include assembling final project documentation and certifications.

Task 6 is included for all three (3) projects.

Task 7 - Record Drawings
This task consists of preparation of construction record drawings defining the actual location of improvements and fixtures. The Consultant shall prepare record drawings showing those changes made during construction, based on the marked-up drawings and other data furnished by the Contractor and the Resident Construction Observer. The Consultant shall provide the City with one (1) reproducible copy of the record drawings in both paper and PDF format. The Consultant shall also provide the City with a tabular text file containing XYZ data as identified in the City's Pre-Construction and Post-Construction Submittal Requirements.

Task 7 is included for all three projects.

Beyond the potential for a minor amount of above-ground temporary traffic signal work in early 2021, the above Construction Administration Services is for 2020 Calendar Year only and includes a maximum number of hours of effort as listed below. In the event the construction period exceeds the contract working day or unanticipated conditions require Construction Administration in excess of the

hours of effort, the Consultant shall notify the City as it approaches this limit and determine the additional effort to complete the project. The Consultant and City shall work to develop a mutual resolution for the remaining effort. The maximum number of hours of effort are:

NW Northlawn Area Sanitary Sewer Improvements – 32 hours
West First Street Joint Utility Trench – 120 hours
West First Street Temporary Traffic Signals – 24 hours

B. Resident Engineering/Observation – West First Street Joint Utility Trench

The work to be performed under this phase of the Project shall include frequent resident observation of the construction work in addition to that included under Construction Administration. The Consultant shall determine the amounts owing to the Contractor and recommend, in writing, payments to the Contractor in such amounts. Such recommendations of payment will constitute a representation to the City, based on such observations and review that the work progressed to the point indicated, and that to the best of the Consultant's knowledge, information, and belief, quality of such work is generally in accordance with the Plans. In the case of unit-price work, the Consultant's recommendation of payment will include final determinations of the quantities and classifications of such work.

This phase consists of coordinating field-testing of construction materials incorporated into the project with the Contractor's independent testing consultant. Prepare written reports that document compliance or non-compliance of construction materials. Also included is observing the performance of construction work and advising the Contractor and the City of non-complying work or materials incorporated into the project. The Consultant will also record survey data on installed underground utilities as allowed by the Contractor's schedule.

For budget purposes, it is assumed that one full-time staff member from the Consultant will be available for 14 weeks from April through June 2020, and one part-time staff member from the Consultant available ¼ time for 13 weeks from July through September 2020 for the Resident Engineering/Observation services on this project.

The above Resident Engineering/Observation estimate includes a maximum of 870 hours of effort. In the event the Construction Period exceeds the contract calendar days or unanticipated conditions require Resident Engineering/Observation in excess of 870 hours of effort for 2020 and potentially a minor amount of effort associated with above-ground temporary traffic signal work in early 2021, the Consultant shall notify the City as it approaches this limit and determine the additional effort to complete the project. The Consultant and City shall work to develop a mutual resolution for the remaining effort.

C. Construction Survey

Construction Survey shall only be completed upon written authorization to proceed by the City and consist of the following tasks to be performed by the Consultant:

Task 1 - Project Control

a. Verify existing horizontal and vertical control as shown in the project plans and supplement with additional control points as-needed to complete the project.

b. Reset land corners and permanent reference markers as indicated on the plans.

c. Tie-ins with existing roadways shall be checked for correctness of alignment prior to construction staking.

d. This task does not include resetting all property corners disturbed by construction.

Project control will be verified once for all three (3) projects.

Task 2 - Property Lines and Temporary Easement

Stake temporary easements, permanent right-of-way corners at 50-foot intervals, or less if needed. These points shall be marked by placement of a metal pin or wood hub, flat, and lath.

Task 2 is included for all three (3) projects

Task 3 - Grading – Task not used.

Task 4 - Sanitary Sewer
Mark locations and elevations of centerline pipes with metal pin or tack in a wood hub, flat, and lath. The flat shall be clearly marked with the station location, pipe number, cut/fill elevation to flow line and form grade, and offset distance to centerline of pipe. It is estimated that the project contains the following approximate quantities:

NW Northlawn Area Sanitary Sewer Improvements
Sanitary Sewer Pipe 315 LF

Task 5 - Water Mains – Task not used.

Task 6 - Intakes and Utility Accesses
Mark locations and elevations of intakes, utility accesses, bends, and clean outs with metal pin or tack in a wood hub, flat, and lath. The flat shall be clearly marked with the station location; intake or utility access number; cut/fill elevation, including bottom of well and form grade; and offset distance to the station location. It is estimated that the following approximate quantities are included:

NW Northlawn Area Sanitary Sewer Improvements
Utility Accesses – two (2) EA

West First Street Joint Utility Trench
Subdrain Cleanouts – two (2) EA

Task 7 – Joint Utility Trench and Handholes
Mark locations and elevations of centerline trench with metal pin or tack in a wood hub, flat, and lath at grade breaks, points of horizontal deflection, and 50-foot intervals in between. The flat shall be clearly marked with the station location, cut elevation to bottom of trench, and offset distance to centerline of trench. Mark locations and elevations of handholes with metal pin or tack in a wood hub, flat, and lath. The flat shall be clearly marked with the station location; handhole number; cut/fill elevation, including finished grade; and offset distance to the station location. It is estimated that the project contains the following approximate quantities:

West First Street Joint Utility Trench
Trench Stakes – 85 EA
Handholes – 47 EA

Task 8 - Pavement (PCC) - West First Street Joint Utility Trench

a. Stake limits of existing pavement removal.

b. At intersections and entrances, graded offset hubs will be set at each end of radius, and radius points will be set where radius distance is less than 100 feet. Also, graded midpoint offsets will be set on radii where curve length is greater than 40 feet. Intersections include NW Ash Drive and NW School Street. Entrances include approximately five (5) locations.

c. Sidewalks and trails will be staked with graded offset hubs at 25-ft increments, major breaks, and pedestrian ramp locations. Pedestrian ramp locations include approximately one (1) location at NW School Street.

Task 9 – Temporary Traffic Signals

Mark locations of the temporary traffic signal poles, handholes, and cabinets with metal pin or tack in a wood hub, flat, and lath. The flat shall be clearly marked with the station location and cut/fill elevation to finished elevation. It is estimated that the project contains the following approximate quantities:

Traffic Signal Poles – Eight (8) EA
Handholes – Two (2) EA
Cabinets – Two (2) EA
Pushbutton Poles – Eight (8) EA

PROJECT DELIVERABLES

The scope of services shall be considered complete upon completion and delivery of the following items to the satisfaction of the City:

1. Preliminary Plans and Preliminary Opinion of Probable Construction Costs for:

   NW Northlawn Area Sanitary Sewer Improvements

   West First Street Joint Utility Trench

   West First Street Temporary Traffic Signals

2. Project Information Displays in PDF format for the West First Street Joint Utility Trench and MidAmerican Energy electric relocation project
3. Acquisition Plats, Permanent Utility Easements, and Legal Descriptions
4. Five (5) paper sets of the original Final Construction drawings (half-size 11”x17”) for:

   NW Northlawn Area Sanitary Sewer Improvements

   West First Street Joint Utility Trench

   West First Street Temporary Traffic Signals

5. Electronic copy in PDF format of the original electronic signed final drawings (half-size 11”x17”) that includes special provisions and engineer’s final opinion of probable cost for:

   NW Northlawn Area Sanitary Sewer Improvements

   West First Street Joint Utility Trench

   West First Street Temporary Traffic Signals

6. Paper and electronic record drawing documents as outlined in the City’s Pre-Construction and Post-Construction Submittal Requirements.

ADDITIONAL SERVICES:

Additional Services are ***not*** included in this Agreement. If authorized under a Supplemental Agreement the Consultant shall furnish or obtain from others the following services:

1. Eminent Domain proceedings
2. Coordinated Traffic Signal Timing Plans
3. Custom Structural/Retaining Wall Design
4. Special Geotechnical Considerations
5. Subsurface Utility Investigations outside the proposed traffic signal pole locations
6. Temporary Construction Easements and Descriptions
7. Construction Period Services – West First Street Widening and Improvement – Phase 1

CITY'S RESPONSIBILITIES:

The City shall provide the following:

1. Provide existing utility plans and studies.
2. Provide existing street and utility plans/record drawings and utility maps for the project area.
3. Provide televising of existing storm sewer and existing sanitary sewer as needed.
4. Complete Temporary Construction Easements and Descriptions.
5. Construction Administration and Resident Observation for the NW Northlawn Area Sanitary Sewer Improvements project and the West First Street Temporary Traffic Signals project.

Attachment No. 2
Schedule

The schedule outlined in Amendment No. 1 is revised based on the City's desires to delay the West First Street Widening and Improvements – Phase 1 letting from February 18, 2020 to November 17, 2020. The Consultant will complete the following phases of the Project in accordance with the revised schedule shown below. If unknown delays present themselves as the project proceeds through final design to letting, the Consultant will work with the City to mutually adjust the schedule accordingly.

West First Street Widening and Improvements – Phase 1 Submittal Dates

Preliminary Plan Design	May 2019 – March 2020
Project Information Meeting	March 2020
Acquisition Plat Preparation	February 2020 – April 2020
Property Acquisitions	May 2020 – July 2020
Final Design & Plan Preparation	April 2020 – July 2020
Check Plan Submittal for City Review	July 7, 2020
Final Plan Submittal for City Review	August 4, 2020
Private Utility Relocations	August 2020 – March 2021

Iowa Department of Transportation – Project Development Submittal Dates

Preliminary Plan Submittal, Major (Optional)	May 12, 2020
Check Plan Submittal	July 7, 2020
Final Plans and Project Development Certificate	August 18, 2020
Contracts Turn-in	September 1, 2020
Project Letting (Iowa DOT)	November 17, 2020

West First Street Joint Utility Trench Submittal Dates

Preliminary Plan Design	May 2019 – October 2019
Final Design & Plan Preparation	November 2019 – December 2019
Project Letting (Local)	February 2020
Construction Services	April 2020 – October 2020

NW Northlawn Area Sanitary Sewer Improvements Submittal Dates

Preliminary Plan Design	September 2019 – October 2019
Final Design & Plan Preparation	October 2019 – November 2019
Project Letting (Local)	December 2019
Construction Services	March 2020 – April 2020

West First Street Temporary Traffic Signals Submittal Dates

Preliminary Plan Design	January 2020 – March 2020
Final Design & Plan Preparation	April 2020 – May 2020
Project Letting (Local)	June 25, 2020
Construction Services	August 2020 – November 2020

Attachment No. 3
Standard Rate Table

FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC
2020 STANDARD HOURLY RATE SCHEDULE

CLASSIFICATION	HOURLY RATE
Director	$202.00
Project Manager	$169.00-$197.00
Project Scientist	$117.00-$143.00
Project Engineer	$142.00-$188.00
Staff Engineer	$115.00-$140.00
Planner	$115.00-$188.00
Technology Manager	$164.00
Technician	$80.00-$142.00
Construction Manager	$164.00
Land Surveyor	$132.00-$168.00
Project Administrator	$78.00-$98.00
Administrative Assistant	$60.00

REIMBURSABLE EXPENSES

1. Auto mileage will be reimbursed per the standard mileage reimbursement established by the Internal Revenue Service. Service vehicle mileage will be reimbursed on the basis of $0.88 per mile.

ADJUSTMENTS TO FEE SCHEDULE

1. Fee schedule effective January 1, 2020. Rates subject to change annually on January 1.

PROFESSIONAL CONSULTING SERVICES AMENDMENT NO. 1

West First Street Widening and Improvements – Phase 1
SW Scott Street to SW Logan Street

This **AMENDMENT**, made and entered into this 6th day of May, 2019, by and between the **CITY OF ANKENY IOWA**, hereinafter referred to as the "City", and **FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC.**, hereinafter referred to as the "Consultant", for professional services in connection with the complete design hereby amends the original Agreement dated December 17, 2018, as follows:

The City and Consultant agree to amend the original Agreement to include the following tasks:

1. SCOPE OF SERVICES
   Services provided under this AMENDMENT shall be as further described in Attachment 1, Scope of Services.

2. SCHEDULE
   The schedule of the professional services to be performed shall conform to the Schedule set forth in Attachment 2. Any deviations from the Schedule shall be approved by the authorized City representative. The City agrees that the Consultant is not responsible for delays arising from a change in the scope of services, a change in the scale of the Project or delays resulting from causes not directly or indirectly related to the actions of the Consultant.

3. COMPENSATION
   A. In consideration of the professional services provided herein, the City agrees to pay the Consultant the following fee, a maximum NOT-TO-EXCEED, including any authorized reimbursable expenses, pursuant to the Schedule of Fees set forth in Attachment 3.

I.	Basic Services of the Consultant	
	A. Project Coordination	$ 49,870.00
	B. Design Surveys	$ 88,500.00
	C. Preliminary Design	$ 237,115.00
	D. Pre-Final (Check) Design and Plan Preparation	$ 151,615.00
	E. Final Plans	$ 24,575.00
	F. Real Estate Services	$ 83,095.00
	G. Geotechnical Services	$ 21,120.00
II.	West First Street Fiber Optic System Relocation	
	A. Project Coordination	$ 6,300.00
	B. Conceptual Design	$ 4,010.00
	C. Preliminary Design	$ 20,320.00
	D. Final Design	$ 18,180.00
	E. Project Bidding	$ 4,560.00
	TOTAL	$ 709,260.00

THIS AMENDMENT is subject to all provisions of the original AGREEMENT.

THIS AMENDMENT, together with the original AGREEMENT represents the entire and integrated AGREEMENT between the City and Consultant.

THIS AMENDMENT executed the day and year written above.

FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC

BY: Patrick P. Kueter

Patrick P. Kueter, P.E.
Client Director

WITNESS

David D. Kapler

Name David D. Kapler, P.E.

Title: Sr. Vice President

CITY OF ANKENY, IOWA

BY: _____

Gary Lorenz
Mayor

ATTEST

_____

Name: Debra M. Arend

Title: Deputy City Clerk

Attachment No. 1
Scope of Services

The work to be performed by the ***Consultant*** under this agreement will encompass and include detailed work, services, materials, equipment and supplies necessary to complete analysis and design for the Project.

The project consists of reconstruction of West First Street from just east of SW Scott Street to just east of SW Logan Street in Ankeny, Iowa. The Consultant has completed the data collection, functional design and existing storm sewer assessment under the original Agreement. This Amendment No. 1 to the original Agreement is to complete the public engagement activities, preliminary and final roadway design, preliminary and final design of the fiber optic system relocation, acquisition plats, real estate acquisition services, continued private utility conflict resolution, and evaluation of right-of-way needs. This scope of services is based on the following project assumptions:

- West First Street project length is approximately 3,100 LF.
- Side Streets are assumed to reconnect within 100-ft of West First Street.
- Design services for the roadway project to be completed in accordance with Iowa DOT Swap policy requirements.
- The roadway project will be let by the Iowa DOT using the Iowa DOT standard specifications and be developed as a single bid package. The roadway project submittals will follow the dates shown in Attachment A to I.M. 3.010 for a February 18, 2020 letting date.
- The fiber optic system relocation project will be let by the City using the SUDAS standard specifications and be developed as a separate bid package from the roadway project.
- The City will complete video inspection, review, and evaluation of the existing sanitary sewer and storm sewer systems. City will recommend locations of sanitary sewer and storm sewer replacement, repair, or rehabilitation improvements.
- Includes a limited corridor environmental documentation following Iowa DOT Swap guidelines.
- Construction period services will be completed under future Amendments.

The scope of services to be performed by the Consultant shall be completed in accordance with generally accepted standards of practice and shall include the services to complete the following tasks:

I. BASIC SERVICES OF THE CONSULTANT.

The Consultant will consult on a regular basis with the City to clarify and define the City's requirements for the Project and review available data. The City agrees to furnish to the Consultant full information with respect to the City's requirements, including any special or extraordinary considerations for the Project or special services needed, and to make available pertinent existing data. The Consultant shall provide the following basic services in regard to the Project:

A. Project Coordination

The Consultant will complete the following project coordination activities:

Task 1 – Design Development Meetings

The Consultant will maintain communications with the City to review progress and discuss specific elements of the project design and receive direction from the City. The meetings will also serve to establish schedules, develop project goals, establish initial design parameters, promote a dialog between the various entities, improve the decision-making process, and expedite design development. Prepare minutes of meetings and keep documentation of other communications. For budget purposes, the Consultant will attend six (6) meetings that will be attended by three (3) staff members of the Consultant.

The following meetings are included with the scope of work:
Preliminary Plan Phase - three (3) meetings
Final Plan Phase - two (2) meetings

There is one (1) additional meeting included for miscellaneous purposes and it is understood by the parties that the Consultant will attend additional meetings as needed to complete the Project. The Consultant will also maintain communications with the City with regularly scheduled teleconferences.

Task 2 – Public Transit Coordination Meetings
The Consultant will attend meetings with Des Moines Area Regional Transit (DART) to address specific design development elements. It is anticipated that there will be two (2) meetings with representatives of DART. The first will be to review the conceptual design elements in preparation for preliminary design, and the second will be final design review and coordination meeting.

Task 3 – Overhead Electric Relocation Meetings
The Consultant will attend specific meetings with MidAmerican Energy to discuss relocation options (underground and/or overhead). It is anticipated that there will be two (2) meetings with representatives of MidAmerican Energy. The first will be to advise of the nature and extent of the improvements and any potential conflicts with existing or proposed utility systems and relocation considerations, and the second will be to further discuss relocation options including easements.

Task 4 – Utility Coordination Meetings
The Consultant will conduct one (1) joint utility meeting. The Consultant will also conduct meetings with individual utility companies to address specific conflicts. It is anticipated that there will be two (2) meetings with representatives of the various utility companies. The first will be to advise of the nature and extent of the improvements and any potential conflicts with existing or proposed utility systems, and the second will be preliminary design review and coordination meetings.

Task 5 – Project Information Meetings
The Consultant will conduct one (1) project information meeting that will be attended by four (4) staff members of the Consultant. The purpose of the meeting will be to provide a brief overview of the proposed improvements to the surrounding neighborhoods and a discussion of the reconstruction plan, as well as gather information on the concerns, priorities, and specific issues of the adjacent property owners and other affected parties. This task includes preparation of the display materials and hand out information for the meeting.

The reserving of the meeting facility and the mailing of a public notification will be completed by the City.

Task 6 – Individual Property Owner Meetings
The Consultant will conduct meetings with individual property owners to address issues of specific concern to adjacent properties. These meetings will be held in concert with the preliminary design development and property acquisition phases of the project. This will include specific discussions about access issues, changes in circulation, potential right-of-way needs, and other issues related to specific parcels.

During the scheduled individual property owner meeting times, the Consultant's project manager will meet with the affected property owner to discuss the specifics of the project as it relates to their property, obtain information regarding any issues the property owner feels is important, and get input regarding their expectations about the project. The information gathered at this time will be used in developing the project documents and negotiating the required right-of-way. It is anticipated that one (1) meeting with six (6) individual property owners involved in the right-of-way acquisitions will be required.

Task 7 – Property Acquisition Exhibit Preparation
Exhibit for property acquisition will consist of a full-size strip plot with the major property acquisition elements on the aerial photograph. Includes coloring, lettering, and other techniques to delineate the proposed property acquisition needs, including property ownership name and address, existing property lines, proposed fee title right-of-way needs, and permanent/temporary easement needs.

Task 8 – Individual Parcel Exhibits
The Consultant will prepare individual property acquisition exhibits (8.5-in by 11-in) for each parcel which will consist of aerial imagery and show the proposed roadway design elements, driveway access, and site modifications, in addition to existing right-of-way lines, proposed fee title right-of-way needs, and permanent/temporary easement needs. The exhibits will be labeled with key parcel information and reference individual easement square footage areas. The exhibits will be used for initial right-of-way discussions and verification in advance of the preparation of acquisition plats. For estimating purposes, it is assumed that twenty (20) exhibits will be prepared.

Task 9 – Project Management (12 mos. for March 2019 – February 2020)
The project manager for the Consultant will be responsible for maintaining coordination with the City, monthly progress reporting, minutes of meetings, interoffice memoranda, and project invoicing. This task also includes scheduling of staff, review of progress, and senior review of deliverables.

B. Design Surveys
The Consultant will perform field and office tasks required to collect additional topographic information deemed necessary to complete the project. The City will provide aerial photographic and other available mapping of the Project area. The Consultant will also provide environmental surveys needed to meet the Iowa DOT Swap Environmental process. The specific supplemental survey tasks to be performed include the following:

Task 1 – Permanent Monumentation of Section Corner
This task consists of monumentation of the southwest corner of Section 14. The monumentation will comply with requirements of the Iowa Code and will be performed by or under the direct supervision of a duly licensed land surveyor under the laws of the State of Iowa.

Task 2 - Preparation of Acquisition Plats and Legal Descriptions
The Consultant will prepare acquisition plats and legal descriptions for property to be permanently acquired with the project. For estimating purposes, the following numbers of acquisition plats are assumed for this agreement:

Permanent (Fee Title) Right-of-Way Acquisition Plats (FE) = 12 each
Permanent (Sidewalk, Utility, Electric) Easements (PE) = 17 each
Temporary Construction Easements (TE) = Not needed. City will utilize Parcel Exhibits

The following table summarizes the anticipated project acquisitions, for which this scope of service task has been developed:

Parcel No.	Owner Name Parcel Address	Fee Title (FE)	Temporary Easements (TE)	Permanent Easements (PE)
12	Irena Vrebac & Almin Habibovic 101 NW Scott St			
13	Morrison Rentals Co-Op Inc. 810 W 1st St	1	1	
14	City of Ankeny 804 W 1st St	1	1	1
15	City of Ankeny NA, Bike Trail ROW	1	1	
16	City of Ankeny NA, Bike Trail ROW	1	1	
17	City of Ankeny, Fire Station 120 NW Ash Dr	1	1	2

Parcel No.	Owner Name Parcel Address	Fee Title (FE)	Temporary Easements (TE)	Permanent Easements (PE)
18	City of Ankeny, City Hall 410 W 1st St	1	1	4
19	Ankeny Community School District 310 NW School St	1	1	1
20	Elwells Inc. 220 W 1st St	1	1	
21	Elwells Inc. 110 N Ankeny Blvd		1	1
27	Gregory J Miller 101 SW Logan St		1	1
28	George L Rieck & Marcia C Guffey 102 SW Logan St		1	1
29	Christopher C. Mahlstadt 211 W 1st St		1	
30	B&W Farms LLC, Walter & Bonita Harmon 101 SW School St	1	1	1
31	Gitta R Nelson 301 W 1st St	1	1	1
32	Ken Anderson 101 SW Pleasant St		1	1
33	Jerold J Barten 102 SW Pleasant St		1	1
34	Thomas D Wiederin & Amy R Wiederin 421 W 1st St		1	
35	BW Realty LLC 102 SW Walnut St		1	
36	Debbie Graham 101 SW Cherry St	1	1	1
37	Christopher & Sheri Houdesheldt 106 SW Cherry St	1	1	1
38	Connie L Kappos 101 SW Maple Street		1	
39	Michael W Staab & Deborah K McKittrick 701 W 1st St		1	
40	City of Ankeny NA, Bike Trail ROW		1	
41	City of Ankeny, AMP 715 W 1st St		1	
42	Todd C. Kratky 101 SW Scott St		1	
43	Paul E. & Andrea L. Boughton 814 SW 2nd St Place			
53	BG Properties Group 110 SW School St		1*	
	Totals	12	26	17

* Parcel 53 easements are dependent on final lane configuration of SW School Street

Task 3 - Right-of-Way/Easement Staking
This task consists of staking the easement locations for purposes of right-of-way negotiations. The staking survey includes the marking of key easement location points in order to visualize the locations in the field and will also include marking of existing property line locations. For the purpose of this agreement, all permanent fee title, permanent easements, and temporary easements will be staked one (1) time.

Task 4 - Soil-Boring Location Surveys
Perform soil-boring location surveys to establish location and elevation of proposed geotechnical investigations consisting of approximately twelve (12) soil borings.

Task 5 – Utility Relocation Staking
Perform staking to aid in the relocation of private utilities. This task will include communication with utility companies regarding their needs and staking. This task includes (1) staking effort per each utility company. A total of eight (8) hours has been estimated for this task.

Task 6 – Threatened and Endangered (T&E) Species
Perform a field review to evaluate whether suitable habitat for the federally-listed T&E species is present. Complete the Determination of Effect for Threatened and Endangered Species for Local Public Agencies (DOE) form.

Task 7 – Cultural Resources
The Sub-Consultant will complete a Cultural Resources Evaluation (CRE) to determine whether fieldwork is needed to document potential cultural resources. If recommended by the Sub-Consultant, a Phase I Cultural Resource Survey will be performed.

Task 8 – Limited Wetland Evaluation
Perform a field review to document the lack of wetland areas within the project corridor based on wetland vegetation and hydrology indicators readily observed during the site visit. Document the findings of the limited wetland evaluation in a letter report.

C. Preliminary Design
The Consultant will perform preliminary design services with the primary focus on geometric plans and profiles, existing and proposed utility locations, and right-of-way requirements. Incorporate potential elements that may affect the corridor improvements, including property impacts, construction staging, and traffic control operations. The preparation of preliminary design plans depicting the proposed grading, drainage, paving, signing, utility relocation, and other features of the project.

The work to be performed by the Consultant under the Preliminary Design phase will consist of the following tasks:

Task 1 - Preliminary Roadway Geometrics
Refine roadway geometrics for the project based on the preferred alternative functional geometrics and approved design criteria.

Task 2 – Preliminary Operational Analysis – NW School Street
Analyze the intersection of NW/SW School Street and W First Street for traffic operations to determine the optimal intersection lane configuration. Synchro will be used to analyze existing AM, PM, and afternoon school peak hours and corridor operations. Traffic signal timings and traffic counts for the intersection will be provided by the City. A technical memorandum will summarize the analyses and provide a recommendation for the overall intersection lane configuration.

Task 3 – Preliminary Horizontal Alignments and Vertical Profiles
Utilizing the preliminary geometric layout, refine horizontal alignments and develop vertical profiles for the mainline and connecting roadways. The alignments and profiles will be developed based on the technical memorandum summarizing the design criteria.

Task 4 – Preliminary Access and Site Development Modification Design
Develop preliminary design layout for access and site development modifications. Analyze effects the proposed improvements will have on drainage, grades, and on-site traffic circulation patterns. For estimating purposes, it is assumed that one (1) property will need site modifications.

Task 5 – Preliminary Water Main and Sanitary Sewer Modification Design
Develop preliminary design modifications for existing water main and sanitary sewer systems within the project corridor. Includes minor adjustments and not complete relocation of these utilities.

Task 6 – Preliminary Storm Sewer Design
The original Agreement included an inventory of existing hydrologic and hydraulic conditions and an analysis of the impacts the proposed improvements will have on the area wide drainage patterns. Once the impacts have been quantified, develop storm sewer system layout plan and major cross road culverts based on Chapter 2 SUDAS Design Manual. Resolve potential conflicts with underground utilities and other design elements. Vertical profiles are not developed as part of this task.

Task 7 – Roadway Lighting Photometric Design
This task consists of selection of lighting poles and fixture types, design and drawing preparation of a preliminary layout, preparation of photometric analysis and reports. This task does not include any electrical circuit design. The Consultant will work closely with the City and MidAmerican Energy Company to ensure that the proposed lighting system is compatible with the overall project design, and that it will meet the needs of the City.

Task 8 - Utility Conflict Identification
The Consultant will identify utility conflicts based upon the preliminary design layout and develop a tabulation with plan sheet exhibits for the purpose of working through conflict resolution. This task includes storm sewer, water main, sanitary sewer, and fiber optic, and all private utilities including gas, electric, and communications.

Task 9 – Construction Staging Plan Development
The Consultant will develop a preliminary traffic control concept to indicate how the project will generally be constructed and traffic will be maintained during construction. The construction staging plan will take into consideration all elements of construction including roadway, storm sewer, water main, and sanitary sewer improvements, as well as property access and private utility relocations. With review and acceptance by the City, the concepts developed in preliminary plans will serve as the basis for preparing the final traffic control plan in final design.

Task 10 – Acquisition Requirements Identification
The Consultant will identify permanent right-of-way and permanent/temporary easement needs based on the preliminary design development. The requirements will take into consideration proposed utilities, construction staging and access, utility relocations, and other critical construction elements.

Task 11 - Preliminary Plan Preparation
Upon completion of the preliminary plans, the design plans will be approximately 60 percent complete. The work to be performed by the Consultant under Preliminary Design will consist of the following tasks:

<u>Title Sheets (A Sheets)</u>
This task consists of assembling the preliminary title and general information sheets. The preliminary title sheets will include the following: Index of Sheets, Legend, Location Map, Project Number, and Design Traffic data.

Preliminary Typical Cross Sections (B Sheets)
This task consists of assembling the Typical Cross Sections to be used for the proposed improvements as well as a preliminary determination of the limits that each Typical Section will apply. The Typical Cross Sections will include but not be limited to typical sections for the proposed grading, drainage, and paving improvements.

Preliminary Mainline/Side Road Plan and Profiles (D and E Sheets)
This task consists of the development of preliminary plan and profile sheets that will show the existing topography along with the proposed improvements based on the survey or the office relocation centerline. Proposed Right-of-Way and Construction Easement limits based on the catch point lines will be shown. Included will be the necessary CADD work to show the preliminary design features for the proposed improvements.

Preliminary Utility Plan and Profiles (DS and DW Sheets)
This task consists of the development of preliminary plan and profile sheets that will show the existing topography along with the proposed improvements of the sanitary sewer and water main. Proposed Right-of-Way and Construction Easement limits based on the catch point lines will be shown. Included will be the necessary CADD work to show the preliminary design features for the proposed improvements.

Preliminary Traffic Control and Staging (J Sheets)
Develop suitable plan for construction scheduling and staging of the Project and for traffic control measures to be implemented during construction. Staging plan will include provisions for maintaining access to adjacent properties during construction. The plan sheets will include construction staging sections and high level plan exhibits. For estimating purposes, it is assumed that the roadway will maintain a minimum of 2-lane traffic (1-lane in each direction) during construction.

Preliminary Geometric, Staking, and Jointing (L Sheets)
Develop and refine geometric layouts and provide additional horizontal and vertical survey information needed to construct the intersections.

Preliminary Storm Sewer Plan and Profiles (M Sheets)
Develop preliminary plan and profile sheets for storm sewer information.

Preliminary Traffic Signal (N Sheets)
This task consists of preliminary traffic signal improvements as listed below:

Existing Traffic Signal Reconstruction:
- NW Ash Dr/SW Cherry St and W First St
- NW/SW School St and W First St
- HAWK Signal

Temporary Traffic Signal Plans:
- NW Ash Dr/SW Cherry St and W First St
- NW/SW School St and W First St
- HAWK Signal

Existing Traffic Signal Modifications:
- Pedestrian signal at High Trestle Trail and W First St

The preliminary plans will include signal pole footing placement and other general layout information. This task also includes gathering information on the type of equipment to be used for the project using available design standards of the City and the Manual on Uniform Traffic Control Devices (MUTCD).

Preliminary Lighting Layout Sheets (P Sheets)
This task consists of development of preliminary lighting layout plan sheets showing photometric analysis.

Preliminary Removal Plans (R Sheets)
This item consists of preliminary layout of the project removal plan.

Preliminary Sidewalk Plans (S Sheets)
Develop preliminary curb ramp layout in accordance with Chapter 12 of Iowa SUDAS Design Manual. Design ramp geometric configuration alternatives, identify surface requirement, review general horizontal curb openings, and identify sidewalk width and passing space within the corridor.

Preliminary Cross Sections (W and X Sheets)
This task consists of the design and drafting associated with the assembly of detailed cross sections (25-foot increments) to illustrate typical conditions, drainage designs, and non-typical conditions as needed for guidance during design, review, and quantity estimating purposes.

Task 12 – Submit Preliminary Plans to the Iowa DOT and the City
The Consultant will prepare a cover letter and complete the required checklist for the submittal. The plans, cover letter, and checklist will be submitted to the Iowa DOT through their electronic system.

Task 13 - Preliminary Field Review
A field review will be held with the Project Development Team to discuss key issues and design concepts, including drainage, access control, traffic control/stage construction, and right of-way. The review will determine the completion of the plan design, identify needed adjustments to minimize potential property impact, and confirm the proposed staging plans. Revisions will be noted for preparation of the final design. Completion of the field review will allow preparation for Final Plans.

Task 14 - Budget Review
The Consultant will prepare a preliminary opinion of probable construction cost for the project and compare the cost to the City's current Project budget. The Consultant will make recommendations pertaining to modifications in the Project in order to address budgetary concerns. Preliminary cost estimates will be based on representative major project elements and recent bid information. Detailed quantity takeoffs will not be developed for the preliminary cost estimate.

Task 15 - Quality Control
Involve ongoing quality control input from the Project Team and the design engineer's senior technical staff throughout the development of preliminary plans. The design engineer is responsible for making specific recommendations and ensuring that critical issues are discussed and resolved prior to submittal of the preliminary plan set to the Project Team.

Review the preliminary engineering plan set for technical accuracy, as well as for general constructability and conformance with the project design criteria.

D. Pre-Final (Check) Design and Plan Preparation
Based upon approved preliminary design, field review, and project information meeting, the Consultant shall subsequently proceed with final design, contract drawings, specifications, and opinion of probable construction cost for the award of a single Contract for the construction of the proposed improvements. Comments received from the Preliminary Design Phase plans will be implemented in the Final Design Phase plans. The work tasks to be performed include the following:

Task 1 – Check Plans
The Consultant shall provide the City with the following deliverables:

Final Title Sheets (A Sheets) - Finalize title sheet. The title sheets will include the following: Index of Sheets, Legend, Location Map, Project Number, and Design Traffic Data.

Final Typical Cross Sections and Details (B Sheets) - This item consists of final design and drafting of typical cross sections and standard details to be utilized for the improvements.

Final Quantities and General Information (C Sheets) - This item consists of final bid items to be included in the Project, as well as final quantity tabulations, and the development of the general notes and estimate reference information.

Final Plan and Profiles (D and E Sheets) - This item consists of the final design and drafting of roadway plan and profile sheets (mainline and side roads), including the detail information required for plan approvals, permitting, and construction of the proposed improvements. This task also consists of the final design and drafting for the installation of new utilities and utility adjustments that can be determined from coordination with the utility companies at the time of design.

Final Utility Plan and Profiles (DS and DW Sheets) - This item consists of the final design and drafting of sanitary sewer and water main plan and profile sheets, including the detail information required for plan approvals, permitting, and construction of the proposed improvements.

Final Erosion Control and Surface Restoration (EC Sheets) - This item includes the final design and drafting of erosion control measures and surface restoration to be provided on the Project.

Survey Sheets (G Sheets) - Finalize the plan control points and the benchmark data used to develop the plans and to be preserved throughout construction of the project. This item includes reference ties, benchmarks, and horizontal control tabulations for all alignments.

Right-of-Way Sheets (H Sheets) - Finalize right-of-way sheets showing the existing right-of-way, proposed right-of-way, permanent easement, and temporary easement information in relation to the proposed centerline, control points, and property ownership. This item includes tabulations of all found monuments within the Project limits in compliance with the requirements of Iowa Code Section 355 and the Iowa Administrative Code Section 193C.

Traffic Control, Staging, Pavement Markings, and Traffic Signing (J Sheets) – This item consists of final design and drafting of the traffic control, staging, permanent pavement markings, and traffic signing plans.

Final Geometric Staking, Jointing, and Edge Profiles (L Sheets) – This item consists of the final design and drafting of jointing details, spot elevations, and geometric layouts for all non-typical pavement areas. This item also includes edge profiles for major side road returns.

Final Design of Storm Drainage Systems (M Sheets) - This item consists of final design and drafting of storm sewers, storm sewer inlets, manholes, open ditches, culverts, and other storm drainage related facilities for the Project.

Final Traffic Signal Sheets (N Sheets) - This item consists of the final design and drafting of permanent traffic signals, temporary traffic signals, and the modifications of pedestrian signal. Included in this task will be the signal layout plans, wiring diagrams, major equipment, poles, signal heads, quantities, special provisions, fiber optic interconnect to support both temporary and permanent traffic signal locations, and other elements of the traffic signal installations, as necessary, to accommodate the roadway design, and proposed phasing and operation of traffic signals.

The Consultant will utilize a subconsultant as part of this task to complete a subsurface utility investigation (pot holing) to identify utilities marked by others in the field to establish horizontal and vertical locations near the permanent traffic pole locations. It should be noted that the Consultant is relying on private utility companies to mark their facilities in the field and cannot guarantee that all utilities will be marked. Sidewalk/trail removal and replacement is not included as part of this task.

It is assumed that up to a maximum of 30-hrs is included for sub surface utility investigations.

Final Roadway Lighting Layout (P Sheets) - Show final photometric plan and locations of poles on project plan drawings. Circuit design, utility service location, equipment location, and bill of materials to be provided by utility company is not included as part of this scope of services. These sheets will be provided for information only.

Final Removal Plans (R Sheets) - This task consists of final design and drafting of final removal plan sheets.

Final Accessible Curb Ramp Design (S Sheets) - Develop final curb ramp layout in accordance with Chapter 12 of Iowa SUDAS Design Manual. Finalize ramp geometric configurations, transitions between sidewalks and driveways, calculate horizontal curb openings, cross slopes, running slope, and label sidewalk width and passing space within the corridor.

Final Earthwork Quantities (T Sheets) - This task consists of final design and drafting of the soils information and earthwork quantities. For estimating purposes, it is assumed that the earthwork will include staged quantities consistent with the traffic control plan.

Final Special Construction Details (U Sheets) - This item consists of the final design and drafting of special project details not covered in other items. Included are such items as special grading details, channel grading, culvert details not included in the standard drawings, special storm sewer or manhole details not included in the standard drawings, special paving details, and other required miscellaneous details found to be required for completion of the project.

Final Design Cross-Sections (W and X Sheets) - This item consists of the final design and drafting of individual cross-sections for the project. Cross sections will be designed and drawn at 25-foot maximum intervals, with additional cross-sections included as necessary. Cross sections will show the existing ground elevations as well as the final project grading, including foreslope and backslope information, special sub-grade treatments, ditches, pavement replacement, and other pertinent information.

Task 2 - Project Permitting

The Consultant will assist the City in preparing applications for permits from governmental authorities that have jurisdiction to approve the design of the project and participate in consultations with such authorities, as necessary. The Consultant shall prepare the following documents for the project:

- IDNR Water Supply Section – Construction Permit Application
- IDNR NPDES Stormwater Discharge Permit
- Notice of Publication
- Pollution Prevention Plan
- IDNR Wastewater Construction Permit Application

Any fees for construction permits, licenses, or other costs associated with permits and approvals shall be the responsibility of the Consultant. The Consultant shall prepare the permit applications and other documentation and file the applications for permits.

Task 3 – Quality Control

Involve ongoing quality control input from the Project Team and the design engineer's senior technical staff throughout the development of Check Plans. The design engineer is responsible for making specific recommendations and ensuring that critical issues are discussed and resolved prior to submittal of the Check Plans set to the Project Team.

Review the Check Plans set for technical accuracy, as well as for general constructability and conformance with the project design criteria.

Task 4 - Opinion of Probable Construction Cost
The Consultant shall prepare a Final Opinion of Probable Construction Cost for the project at the time of completion of the plans and specifications. The Opinion of Probable Construction Cost is intended for the use of the City in financing the Project.

Task 5 – Submit Check Plans to the Iowa DOT and City
The Consultant will prepare a cover letter and complete the required checklist for the submittal. The cover letter details any significant changes to the design since the last submittal, comments that were addressed, progress of the project, Public Interest Findings needed, status of Environmental clearance, and outstanding issues. The plans, cover letter, and checklist will be submitted to the Iowa DOT through their electronic system.

E. Final Plans
The Consultant will coordinate and manage the final project development submittals to the Iowa DOT and City for the project. The work tasks to be performed or coordinated by the Consultant will include the following:

Task 1 – Incorporate Iowa DOT and City Comments from Check Plans Submittal
The Consultant will respond to comments resulting from the Check Plans review. Recommended modifications will be incorporated into the plan set.

Task 2 – Prepare Public Interest Finding (PIF)
The Consultant will prepare Public Interest Finding (PIF) documentation on behalf of the City. The PIF requests special consideration be made for use of specific products or special circumstances that require a delay in submission of Final Plans. For budgetary purposes, it is anticipated that there will be one (1) PIF prepared.

Task 3 – Complete Project Development Certificate
The Consultant will complete and submit the required Iowa DOT documentation to finalize the project plans and secure the letting date. This involves verifying utility relocations and right-of-way impacts.

Task 4 – Final Plan Submittal
The Consultant will submit Final Plans and the Project Development Certification.

Task 5 – Bidding Phase Activities
The Consultant shall be available to answer questions from contractors through the Iowa DOT prior to the letting and shall aid in the issuance of addenda as appropriate to interpret, clarify, or append the bidding documents.

Task 6 - Bid Tabs and Award Recommendation
The Consultant shall make tabulations of bid for the City, shall advise the City on the responsiveness of the bidders, and assist the City in making the award of contract.

F. Real Estate Services (JCG Land Services, Inc.)
The Consultant will retain the services of JCG Land Services, Inc. (JCG) to provide Real Estate Services required for the project as a Sub-Consultant to serve as the professional representative for both the Consultant and the City. The Consultant, with the assistance of JCG, will coordinate and manage the right-of-way acquisition process as an integral part of the management and scheduling of the project. Milestones and critical dates for completion of key elements of the right-of-way acquisition process will be identified and made a part of the project development plan and schedule. The objective is to start the acquisition process early and proceed to a timely conclusion of right-of-way acquisition. The Consultant, with the assistance of JCG, will coordinate specialists and subconsultants involved in right-of-way acquisition.

The real estate acquisition services will follow the Iowa DOT's Office of Right-of-Way's instructional manual for property acquisition, Right-of-Way Information Packet for Local Public Agency Federal/State-Aid Projects.

The following table summarizes the anticipated project right-of-way acquisitions, for which this scope of service task has been developed:

Parcel No.	Owner Name Parcel Address	Appraisal	Comp. Estimate	Fee Title (FE)	Temp. Ease. (TE)	Perm. Ease. (PE)
12	Irena Vrebac & Almin Habibovic 101 NW Scott St					
13	Morrison Rentals Co-Op Inc. 810 W 1st St	1		1	1	
14	City of Ankeny 804 W 1st St			1	1	1
15	City of Ankeny NA, Bike Trail ROW			1	1	
16	City of Ankeny NA, Bike Trail ROW			1	1	
17	City of Ankeny, Fire Station 120 NW Ash Dr			1	1	2
18	City of Ankeny, City Hall 410 W 1st St			1	1	4
19	Ankeny Community School District 310 NW School St		1	1	1	
20	Elwells Inc. 220 W 1st St	1		1	1	1
21	Elwells Inc. 110 N Ankeny Blvd		1		1	1
27	Gregory J Miller 101 SW Logan St		1		1	1
28	George L Rieck & Marcia C Guffey 102 SW Logan St		1		1	1
29	Christopher C. Mahlstadt 211 W 1st St		1		1	
30	B&W Farms LLC, Walter & Bonita Harmon 101 SW School St	1		1	1	1
31	Gitta R Nelson 301 W 1st St	1		1	1	1
32	Ken Anderson 101 SW Pleasant St		1		1	1
33	Jerold J Barten 102 SW Pleasant St		1		1	1
34	Thomas D Wiederin & Amy R Wiederin 421 W 1st St		1		1	1
35	BW Realty LLC 102 SW Walnut St		1		1	1
36	Debbie Graham 101 SW Cherry St	1		1	1	1
37	Christopher & Sheri Houdesheldt 106 SW Cherry St	1		1	1	1
38	Connie L Kappos 101 SW Maple Street		1		1	

Parcel No.	Owner Name Parcel Address	Appraisal	Comp. Estimate	Fee Title (FE)	Temp. Ease. (TE)	Perm. Ease. (PE)
39	Michael W Staab & Deborah K McKittrick 701 W 1st St		1		1	
40	City of Ankeny NA, Bike Trail ROW				1	
41	City of Ankeny, AMP 715 W 1st St				1	
42	Todd C. Kratky 101 SW Scott St		1		1	
43	Paul E. & Andrea L. Boughton 814 SW 2nd St Place		1			
53	BG Properties Group 110 SW School St		1		1	
	Totals	6	14	12	26	17

The work tasks to be performed by the Sub-Consultant under Real Estate Services shall include the following:

Task 1 - Preparation of Parcel Files
Parcels will be established based upon unity of ownership, unity of use, and contiguous land. Once the parcel has been defined, two separate files will be established according to the Iowa DOT Right-of-way Design Section Manual. It is estimated that parcel files will be prepared for 27 parcels. The parcel file records shall demonstrate compliance with applicable state/federal laws and requirements. The files shall include the following items:

- All Correspondence
- Title Documents
- Design Summary Information & Plat
- Appraisals and Review Appraisals
- Negotiator's Notes
- Administrative Settlement (if used)
- Copy of Signed Contracts
- Title Opinion
- Conveyance & Closing Documents
- Relocation Forms (if used)
- Relocation Agent's Notes (if used)
- Condemnation Documents (if used)
- Right-of-Way Record Checklist

Task 2 - Appraisals and Compensation Estimates
The Sub-Consultant shall obtain the services from an independent fee appraiser for the purpose of preparing a value finding appraisal that determines the fair market value of the land and improvements to be acquired for the project, unless in the appraiser's professional opinion a "before and after" type of appraisal is required that addresses the severance damage to the remainder. The appraisals shall be completed using Iowa DOT forms or formats acceptable to the Iowa DOT and meet their standards.

It is estimated that a value-finding appraisal will be obtained for six (6) properties. Per IDOT I.M. No. 3.605, Compensation Estimates may be used for minor, uncomplicated acquisitions that are estimated between $10,001 and $25,000; however, if the landowner requests an appraisal, the LPA shall provide an appraisal. For this reason we have included an extra two (2) appraisals and appraisal review reports in our estimates. Any landowner-requested appraisals beyond what has been assumed herein will be invoiced as a pass-through, reimbursable cost. In addition, compensation estimates to offer just

compensation will be prepare to acquire minor temporary acquisitions using Iowa DOT forms and standards. It is estimated that a compensation estimate will be prepared for fourteen (14) properties.

Task 3 - Appraisal Review
Independent property appraisal review will be obtained from qualified professionals for each value finding type appraisal and for each before and after type of appraisal. Findings for compensation estimate types of evaluations will be reviewed by an independent right-of-way professional.

Task 4 - Right-of-Way Negotiations/Acquisitions
The Sub-Consultant shall serve as the Consultant's and the City's professional representative for right-of-way negotiations/acquisitions. The Sub-Consultant shall abide by the provisions of the Iowa Code Chapter 543B regarding the requirements for persons who purchase real estate for another, including disclosure of agency provisions. The Sub-Consultant shall provide proof of valid Iowa licenses and proof of required errors and omissions insurance, and shall document the parcel files that the disclosure of agency was made.

The Sub-Consultant shall prepare all acquisition contracts and other documents necessary to secure the required right-of-way in compliance with state and federal law.

The Sub-Consultant shall deliver to each owner of interest, including tenants, acquisition brochures, offers to purchase, proposed contracts, and offers of relocation, and answer acquisition related questions from each owner of interest. The Sub-Consultant shall not offer an owner of interest an amount in excess of the approved compensation estimate without the prior approval of the City.

Upon successful completion of negotiations on a parcel, the Sub-Consultant shall audit the contract for correctness and verify all appropriate interests were acquired from the proper parties prior to submission to the City for approval.

When an agreement cannot be reached with an owner of interest through normal negotiation procedures, the Sub-Consultant shall review the parcel, giving full consideration to all pertinent data and make a recommendation as to whether a settlement should be attempted at an amount in excess of the original offer or whether to acquire the parcel by condemnation proceedings.

Task 5 - Closing
The Sub-Consultant shall serve as the Consultant's and the City's professional representative as the closing agent during the performance of the closing process. The Sub-Consultant shall abide by the provisions of Iowa Code Chapter 543B regarding the requirements of persons who perform closings of real estate transactions (including the disclosure of agency provisions). The Sub-Consultant shall provide proof of valid Iowa licenses and proof of required errors and omissions insurance.

The Sub-Consultant shall prepare all documents necessary to secure the required right-of-way in compliance with state and federal law. The Sub-Consultant shall notify all mortgage(s), liens(s), and security interest(s) holders of the pending transaction, and prepare and obtain releases necessary to obtain merchantable title to real and personal property acquired.

The Sub-Consultant shall provide closing payment information and payee instructions to the City (acquiring authority) in their transmittal letter with the completed parcel file for the closing and payment process to be performed by the City. The City shall complete final closing and transfer document recording.

The Sub-Consultant shall schedule closings, obtain signatures of each owner of interest on conveyance documents and explain and answer questions related to the closing process. The City shall provide proper and prompt payment to owners of interest.

The City shall comply with all Internal Revenue Service (IRS) rules and regulations pertaining to Form 1099 reporting requirements. The City shall gather data required for reporting, report data to property

owners, the IRS, and the Iowa Department of Revenue, and deliver the City these records for the period of time required by the IRS.

The City shall record each document necessary to transfer title.

Task 6 - Condemnation Services (Task Not Included)
Condemnation Services are not included in this Scope of Services and these services will be completed under a supplemental agreement to this contract and shall include any appraisal service updates, updating of title opinions, and testimony required for the condemnation process.

G. Geotechnical Services
The Sub-Consultant will complete geotechnical exploration along the project corridor. These services will be in general accordance with the standard specifications for subsurface investigations and design. This task includes the necessary field and office services to provide a geotechnical report for the project. The task involves completing the following twelve (12) borings to a depth of 10-15 feet below existing grade:

- Roadway borings (250-ft intervals alternating EB/WB lanes) = 8 borings
- Roadway boring (NW Ash Drive) = 1 boring
- Roadway boring (SW Cherry Street) = 1 boring
- Roadway borings (NW/SW School Street) = 2 borings

The purposes of the borings include determination of existing pavement sections, roadway/utility design, moisture contents, groundwater levels (for 4 of above borings), pavement depths (cores), laboratory testing, and engineering analysis. The borings will include all City/State required traffic control measures including coordination, permits, and arranging a utility locate through Iowa One Call. The backfilling of the boreholes will be performed following the borings and meet City/State requirements.

This subsurface exploration will include laboratory testing, engineering analysis, pavement design, and a written report.

The results of our field and laboratory programs will be evaluated by a professional geotechnical engineer licensed in the State of Iowa. Based on the results of our evaluation, an engineering report will be prepared and include the following information:

- Description of the project.
- Computer generated boring logs with soil stratification based on visual soil classification
- Summarized laboratory data on the boring logs
- Groundwater levels observed during and shortly after completion of drilling
- Boring location diagram
- Subsurface exploration procedures
- Subsurface soil conditions

In addition, geotechnical recommendations for the project will include:

- Bearing soils for culverts
- Settlement and global slope stability review (as defined above)
- Earthwork construction
- Expansive soil design considerations, if applicable
- Cut and fill construction
- Excavation and backfill
- Site preparation, including the suitability of the existing on-site soils for use as structural fill
- Subsurface drainage recommendations

- Subgrade preparation recommendations for grade supported pavements

II. WEST FIRST STREET FIBER OPTIC SYSTEM RELOCATION

The project consists of relocation of a fiber optic interconnection system within the West First Street corridor, thereby allowing access to Ankeny Community School's building, City of Ankeny's buildings, and allowing the interconnection of traffic signals within the corridors. The proposed projects consist of installation of conduit and/or fiber along the following street corridors:

Conduit Installation
- W First Street from SW Scott Street to Ankeny Blvd (2,700-ft conduit, City)
- W First Street from SW Scott Street to Ankeny Blvd (2,700-ft conduit, School)

Fiber Installation
- W First Street from State Street to Ankeny Blvd (5,750-ft fiber, City Network)
- W First Street from State Street to Ankeny Blvd (5,750-ft fiber, City Traffic)
- S Ankeny Blvd from W First Street to SW 3rd Street (850-ft fiber, City Network)
- S Ankeny Blvd from W First Street to SW 3rd Street (850-ft fiber, City Traffic)
- S Ankeny Blvd from W First Street to SW 3rd Street (850-ft fiber, School)
- W First Street from Northwest Elementary School to Ankeny Blvd (4,100-ft fiber, School)
- Alley from Parkview Middle School to District Administrative Office (1,250-ft fiber, School)

Other Installations
- New handholes for the City Network and Traffic systems along W First Street between SW Scott Street and Ankeny Blvd
- New handholes for the School system along W First Street between SW Scott Street and Ankeny Blvd
- New handholes for the City Network and Traffic systems along S Ankeny Blvd between W First Street and SW 3rd Street
- New handholes for the School system along S Ankeny Blvd between W First Street and SW 3rd Street

Approximately 5,400 linear feet of conduit and 19,400 linear feet of fiber is anticipated to be installed.

A. Project Coordination

Task 1 – Project Development Meetings
The Consultant will maintain communications with the City and others to review progress and discuss specific elements of the project design and receive direction from the City. The meetings will also serve to establish schedules, develop project goals, establish initial design parameters, promote a dialog between the various entities, improve the decision-making process, and expedite design development. Prepare minutes of meetings and keep documentation of other communications. For budget purposes, it is assumed that the meetings will be attended by one (1) staff member(s) of the Consultant. The following meetings are included with the scope of work:

Preliminary Design Phase – two (2) meetings
Final Plan Phase – one (1) meeting

Task 2 – Utility Coordination Meetings – Included in the Basic Services of the Consultant.

Task 3 – Project Management – Included in the Basic Services of the Consultant.

B. Conceptual Design

The Consultant will complete an assessment of the existing system in order to develop master plan for the improvements. The work to be performed by the Consultant under Conceptual Design shall consist of the following tasks:

Task 1 – Data Collection
The following information, materials, and services, shall be provided to the Consultant by the City without cost to the Consultant:

- Record drawings of existing City and School fiber systems at each project intersection and along the corridors showing the conduits, handholes, and wiring.
- Copies of all specifications, standards, and details that are to be incorporated in the project.

Task 2 – Review of Existing Equipment
The Consultant shall review available information and perform field reviews of existing fiber optic system equipment, including existing handholes.

Task 3 – Develop Alignments for the Fiber Corridors
This task consists of development of ideal conduit paths and definition of connections to existing buildings and project requirements using a Consultant's base map. The alignments will be developed based on the needs stated by the City and School District. The conceptual design will incorporate potential elements that may affect the fiber paths including property impacts. The conceptual design will be used as a reference in preparing preliminary and final plans for the fiber optic system. The City will review the conceptual design. Suggested revisions or design modifications would be addressed in the preliminary design phase.

Task 4 – Project Utility Review - Included in the Basic Services of the Consultant.

C. Preliminary Design
The Consultant will perform preliminary design services in the preparation of design plans and specifications depicting the proposed utility relocation and other features of the project. The preliminary plans will include but not be limited to the following tasks:

Task 1 – Preliminary Design Development
This task consists of preparation of preliminary location plans for the fiber optic improvements. The primary focus will be on fiber optic locations, including identification of related fiber hub cabinet modifications, and other necessary construction elements. The plans will show existing aerial imagery and available GIS features including right-of-way lines and public utilities.

Develop Preliminary Fiber Optic System Design
The Consultant will develop a preliminary fiber system plan with typical fiber design standards. This will include conduit system, fiber optic, and access to fiber hub cabinets and/or traffic signal controllers, and building entries.

Develop Preliminary Intersection Modifications - Included in the Basic Services of the Consultant.

Task 2 – Preliminary Plan Preparation
Upon completion of the preliminary plans, the design plans will be approximately 60 percent complete. The work to be performed by the Consultant under Preliminary Design shall consist of the following tasks:

Title and General Information Sheets (A Sheets)
This task consists of assembling the preliminary title and general information sheets. The preliminary title sheets will include the following: Index of Sheets, Legend, Location Map, and Project Number.

Preliminary Typical Cross Sections (B Sheets)
This task consists of assembling the typical cross sections to be used for the proposed improvements as well as a preliminary determination of the limits that each Typical Section will apply. The typical cross sections will include but not be limited to typical sections for the proposed grading, drainage, utility trench, and paving improvements.

Preliminary Fiber Optic Location Plans (N Sheets)
This task consists of the development of preliminary fiber optic system location plans. The Consultant anticipates using technical special provisions consistent with those used for the typical fiber optic system projects and SUDAS Standard Specifications.

Task 3 – Budget Review
The Consultant shall prepare a preliminary opinion of probable construction cost for the project and compare the cost to the City and School's current Project budget. The Consultant shall, if necessary, make recommendations pertaining to modifications in the Project in order to address budgetary concerns. Preliminary cost estimates shall be based on representative major project elements and recent bid information. Detailed quantity takeoffs will not be developed for the preliminary cost estimate.

Task 4 – Quality Control
Involve ongoing quality control input from the City, School District, and the Consultant's senior technical staff throughout the development of preliminary plans. The Consultant is responsible for making specific recommendations and ensuring that critical issues are discussed and resolved prior to submittal of the preliminary plan set to the City.

Review the preliminary engineering plan set for technical accuracy, as well as for general constructability and conformance with the project design criteria.

Task 5 – Preliminary Field Review
A field review will be held with the City and School to discuss key issues and design concepts, including traffic control/stage construction and right of-way. The review will determine the completion of the plan design, identify needed adjustments to minimize potential property impact, and confirm the proposed staging plans. Revisions will be noted for preparation of the final design. Completion of the field review will allow preparation for Final Plans.

D. Final Design
Based upon approved preliminary design and field review, the Consultant shall subsequently proceed with final design, contract drawings, specifications, and opinion of probable construction cost for the award of a single Contract for the construction of the proposed improvements. The work tasks to be performed include the following:

Task 1 – Incorporate Comments from Preliminary Plan Review and Field Review
The Consultant will respond to comments resulting from the preliminary plan review and field review. Recommended modifications will be incorporated into the plan set. The Consultant will revise preliminary construction plans and special provisions to incorporate City, School District, and utility company comments.

Task 2 - Final Construction Plans
The Consultant shall provide the City and School District with the following deliverables:

Final Title Sheets (A Sheets) - This item consists of finalizing the title sheet. The title sheets will include the following: Index of Sheets, Index of Standard Road Plans, Legend, Location Map, Project Number, Letting Date, and Design Designation

Final Typical Cross Sections (B Sheets) - This item consists of final design and drafting of typical cross sections (if necessary for joint utility trench construction) and special details to be utilized for the improvements.

Final Quantities (C Sheets) - This item consists of final bid items to be included in the Project, as well as final quantity tabulations, and the development of the general notes and estimate reference information.

Final Traffic Control and Staging (J Sheets) - This item consists of the final plan for construction scheduling and staging of the Project and for final traffic control measures to be implemented during construction.

Final Fiber Optic Location Plans (N Sheets) - This task consists of the final design and drafting of the fiber optic location plans. Included in this task will be the conduit layout, major equipment locations, special provisions, and other elements of the fiber optic installation as necessary to accommodate the detailed design.

Final Splice Diagrams (U Sheets) - This task consists of the final design and documentation of the fiber splice diagrams. Included in this task will be individual splice diagrams for hub cabinet locations, handhole splice enclosure locations, building entry locations, and other diagrams needed to accommodate the detailed design of the modifications to the fiber system.

Task 3 - Project Manual
The task consists of preparation of a Project Manual utilizing the standard City front-end documents, including Notice to Bidders, Notice of Public Hearing, Instruction to bidders, Bid forms, Bond Forms, Agreement Forms, General Conditions of Construction Contract, Supplementary General Conditions, and Detailed Construction Specifications. The SUDAS Standard Specifications shall also be utilized for this project.

Task 4 - Opinion of Probable Construction Cost
An updated Opinion of Probable Construction Cost shall be prepared at the time of completion of the plans and specifications. The Opinion of Probable Construction Cost is intended for the use of the City in financing the Project.

Task 5 - Quality Control
Involve ongoing quality control input from the City, School District, and the Consultant's senior technical staff throughout the development of final plans. The Consultant is responsible for making specific recommendations and ensuring that critical issues are discussed and resolved prior to submittal of the final plan set to the City and School District.

E. Project Bidding
The Consultant will coordinate and manage the letting process for the project. For estimating purposes, one (1) letting has been included as part of this Agreement. The work tasks to be performed or coordinated by the Consultant shall include the following:

Task 1 - Printing of Plans and Specifications
This task consists of printing and handling of the Plans and Specifications. For budget purposes it is estimated that ten (10) half-size (11"x17") plan sets and specifications will be duplicated and assembled by the Consultant. This task also includes dissemination of the contract documents utilizing the QuestCDN system and maintaining a plan holders list during the bidding phase.

Task 2 - Notice of Project
The Consultant shall prepare the formal Notice to Bidders and Notice of Public Hearing. The City shall handle publication and posting.

Task 3 - Plan Clarification and Addenda
The Consultant shall be available to answer questions from contractors prior to the letting and shall issue addenda as appropriate to interpret, clarify, or expend the bidding documents.

Task 4 - Letting, Bid Tabs, and Award Recommendation
The Consultant shall have a representative present when the bids are opened, shall make tabulations of bid for the Owner, shall advise the Owner on the responsiveness of the bidders, and assist the Owner in making the award of contract, including preparation of necessary contract documents.

PROJECT DELIVERABLES

The scope of services shall be considered complete upon completion and delivery of the following items to the satisfaction of the City:

- Threaten and Endangered SPecies DOE form
- Cultural Resources CRE form or Phase I Cultural Resource Survey, if needed
- Limited Wetland Evaluation
- Preliminary Plans and Preliminary Opinion of Probable Construction Costs for the roadway project
- Preliminary Plans and Preliminary Opinion of Probable Construction Costs for the fiber optic project
- Project Information Displays in PDF format and three (3) printed copies for the roadway project
- Acquisition Plats and Legal Descriptions
- Permanent Sidewalk and Utility Easements
- Public Interest Finding Letter(s)
- Project Development Certification
- Check Plan submittal to the Iowa DOT and City for the roadway project
- Final Plan submittal to the Iowa DOT and City for the roadway project.
- Five (5) paper sets of the original Final Construction drawings (half-size 11”x17”) for the roadway project
- Five (5) paper sets of the original Final Construction drawings (half-size 11”x17”) for the fiber optic project
- Electronic copy in PDF format of the original electronic signed final drawings (half-size 11”x17”) that includes special provisions and engineer’s final opinion of probable cost for the roadway and fiber optic projects
- ROW/Easement linework in electronic format (.dgn file)
- Final geometry/linework in electronic format (.dgn file)
- Proposed public utility structures and pipes in electronic format (.dgn file)

ADDITIONAL SERVICES:

Additional Services are ***not*** included in this Agreement. If authorized under a Supplemental Agreement the Consultant shall furnish or obtain from others the following services:

1.) Eminent Domain proceedings
2.) Threaten and Endangered Species presence/absence surveys, such as mist netting, acoustic surveys, emergence surveys, or botanical surveys
3.) Phase II Archeological Investigations
4.) Wetland Delineation/Mitigation and 404 Permitting
5.) Structural/Retaining Wall Design
6.) Special Geotechnical Considerations
7.) Subsurface Utility Investigations outside the proposed traffic signal pole locations
8.) Temporary Construction Easements and Descriptions
9.) Construction Period Services (Administration, Resident Engineering/Observation, Survey, and Testing)
10.) Project Information in GIS Database
11.) Updated Environmental Assessment (EA)
12.) Coordinated Traffic Signal Timing Plans

CITY'S RESPONSIBILITIES:

The City shall provide the following:

1. Provide existing utility plans and studies.
2. Provide existing street and utility plans/record drawings and utility maps for the project area.
3. Provide televising of storm sewer and sanitary sewer as needed.

Attachment No. 2
Schedule

The Consultant will complete the following phases of the Project in accordance with the schedule shown; assuming notice to proceed is issued by the City on or before May 6, 2019. If notice to proceed is given at a later date, time of completion will be extended accordingly.

Roadway Project Submittal Dates

Consultant Contract Approval	May 6, 2019
Preliminary Plan Design	May 2019 – June 2019
Project Information Meeting	June 2019
Acquisition Plat Preparation	June 2019 – July 2019
Property Acquisitions	July 2019 – October 2019
Final Design & Plan Preparation	August 2019 – November 2019
Utility Relocations	August 2019 – June 2020

Iowa Department of Transportation – Project Development Submittal Dates

Preliminary Plan Submittal, Major (Optional)	August 13, 2019
Check Plan Submittal	October 8, 2019
Final Plans and Project Development Cert	November 19, 2019
Contracts Turn-in	December 3, 2019
Project Letting (Iowa DOT)	February 18, 2020

Fiber Optic Relocation Project Development Submittal Dates

Preliminary Plan Design	May 2019 – June 2019
Final Design & Plan Preparation	June 2019 – July 2019
Project Letting (Local)	August 2019
Fiber Optic Relocations	September 2019 – June 2020

Attachment No. 3
Standard Rate Table

FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC
2019 STANDARD HOURLY RATE SCHEDULE

CLASSIFICATION	HOURLY RATE
Director	$198.00
Project Manager	$165.00-$193.00
Project Scientist	$114.00-$140.00
Project Engineer	$139.00-$184.00
Staff Engineer	$112.00-$137.00
Planner	$112.00-$184.00
Technology Manager	$160.00
Technician	$78.00-$131.00
Construction Manager	$160.00
Land Surveyor	$129.00-$164.00
Project Administrator	$78.00-$98.00
Administrative Assistant	$60.00

REIMBURSABLE EXPENSES

1. Auto mileage will be reimbursed per the standard mileage reimbursement established by the Internal Revenue Service. Service vehicle mileage will be reimbursed on the basis of $0.88 per mile.

ADJUSTMENTS TO FEE SCHEDULE

1. Fee schedule effective January 1, 2019. Rates subject to change annually on January 1.

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

West First Street Widening and Improvements – Phase 1
SW Scott Street to SW Logan Street

This Agreement is made and entered into this 17th day of December, 2018, by and between the CITY OF ANKENY, a municipal corporation, hereinafter referred to as "City", and FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC., (Fed. I.D. #20-5814224), a limited liability company licensed under the laws of the State of Iowa, party of the second part, hereinafter referred to as "Consultant" as follows:

THE CITY HEREBY AGREES TO RETAIN THE CONSULTANT FOR THE PROJECT AS DESCRIBED IN THIS AGREEMENT AND CONSULTANT AGREES TO PERFORM THE PROFESSIONAL SERVICES AND FURNISH THE NECESSARY DOCUMENTATION FOR THE PROJECT AS GENERALLY DESCRIBED IN THIS AGREEMENT.

1. SCOPE OF SERVICES
   Services provided under this Agreement shall be as further described in Attachment 1, Scope of Services.

2. SCHEDULE

   The schedule of the professional services to be performed shall conform to the Schedule set forth in Attachment 2. Any deviations from the Schedule shall be approved by the authorized City representative. The City agrees that the Consultant is not responsible for delays arising from a change in the scope of services, a change in the scale of the Project or delays resulting from causes not directly or indirectly related to the actions of the Consultant.

3. COMPENSATION

   A. In consideration of the professional services provided herein, the City agrees to pay the Consultant the following fee, a maximum NOT-TO-EXCEED, including any authorized reimbursable expenses, pursuant to the Schedule of Fees set forth in Attachment 3.

I.	Basic Services of the Consultant	
	A. Project Coordination	$ 29,460.00
	B. Design Survey and Mapping	$ 94,260.00
	C. Functional Design	$ 114,000.00
	Total	$ 237,720.00

   B. The Consultant shall invoice the City monthly for services, any reimbursable expenses and any approved amendments to this Agreement, based upon services actually completed at the time of the invoice. Final payment shall be due and payable within 30 days of the City's acceptance of Consultant's submission of final deliverables in accordance with the Scope of Services.

   C. In consideration of the compensation paid to the Consultant, the Consultant agrees to perform all professional services to the satisfaction of the City by performing the professional services in a manner consistent with that degree of care and skill ordinarily exercised by members of Consultant's profession currently practicing under similar circumstances. If the performance of this Agreement involves the services of others or the furnishing of equipment, supplies, or materials, the Consultant agrees to pay for the same in full.

4. INSURANCE

A. Consultant shall provide insurance as specified in the City of Ankeny Insurance Requirements For Professional Services provisions attached to and made part of this Agreement.

B. Failure of Consultant to maintain any of the insurance coverages set forth above shall constitute a material breach of this Agreement.

5. NOTICE

Any notice to the parties required under this agreement shall be in writing, delivered to the person designated below, by United States mail or in hand delivery, at the indicated address unless otherwise designated in writing.

FOR THE CITY:		FOR THE CONSULTANT:	
Name:	City of Ankeny	Name:	Foth Infrastructure and Environment, LLC
Attn:	Mark Mueller, P.E.	Attn:	Patrick Kueter, P.E.
Address:	220 W. 1st Street	Address:	8191 Birchwood Court, Suite L
City, State:	Ankeny, IA 50023-1751	City, State:	Johnston, IA 50131

6. GENERAL COMPLIANCE

In the conduct of the professional services contemplated hereunder, the Consultant shall comply with applicable state, federal, and local law, rules, and regulations, technical standards, or specifications issued by the City. Consultant must qualify for and obtain any required licenses prior to commencement of work, including any professional licenses necessary to perform work within the State of Iowa.

7. STANDARD OF CARE

Services provided by the Consultant under this Agreement shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

8. INDEPENDENT CONTRACTOR

Consultant understands and agrees that the Consultant and Consultant's employees and representatives are not City employees. Consultant shall be solely responsible for payment of salaries, wages, payroll taxes, unemployment benefits, or any other form of compensation or benefit to Consultant or Consultant's employees, representatives or other personnel performing the professional services specified herein, whether it be of a direct or indirect nature. Further, it is expressly understood and agreed that for such purposes neither Consultant nor Consultant's employees, representatives or other personnel shall be entitled to any City payroll, insurance, unemployment, worker's compensation, retirement, or any other benefits whatsoever.

9. NON-DISCRIMINATION

Consultant will not discriminate against any employee or applicant for employment because of race, color, sex, national origin, religion, age, handicap, or veteran status. Consultant will, where appropriate or required, take affirmative action to ensure that applicants are employed, and that employees are treated, during employment, without regard to their race, color, sex, or national origin, religion, age, handicap, or veteran status. Consultant will cooperate with the City in using Consultant's best efforts to ensure that Disadvantaged Business Enterprises are afforded the maximum opportunity to compete for subcontracts of work under this Agreement.

10. HOLD HARMLESS

Consultant agrees to indemnify and hold harmless the City, its officers, agents, and employees from any and all claims, settlements and judgments, to include all reasonable investigative fees, attorney's fees, and court costs for any damage or loss which is due to or arises from a breach of this Agreement, or from negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its sub consultants or anyone for whom Consultant is legally liable.

11. ASSIGNMENT

Consultant shall not assign or otherwise transfer this Agreement or any right or obligations therein without first receiving prior written consent of the City.

12. APPROPRIATION OF FUNDS

The funds appropriated for this Agreement are equal to or exceed the compensation to be paid to Consultant. The City's continuing obligations under this Agreement may be subject to appropriation of funding by the City Council. In the event that sufficient funding is not appropriated in whole or in part for continued performance of the City's obligations under this Agreement, or if appropriated funding is not expended due to City spending limitations, the City may terminate this Agreement without further compensation to the Consultant. To the greatest extent allowed by law, the City shall compensate Consultant as provided in Section 18(B) of this Agreement.

13. AUTHORIZED AMENDMENTS TO AGREEMENT

A. The Consultant and the City acknowledge and agree that no amendment to this Agreement or other form, order or directive may be issued by the City which requires additional compensable work to be performed if such work causes the aggregate amount payable under the amendment, order or directive to exceed the amount appropriated for this Agreement as listed in Section 3, above, unless the Consultant has been given a written assurance by the City that lawful appropriation to cover the costs of the additional work has been made.

B. The Consultant and the City further acknowledge and agree that no amendment to this Agreement or other form, order or directive which requires additional compensable work to be performed under this Agreement shall be issued by the City unless funds are available to pay such additional costs, and the Consultant shall not be entitled to any additional compensation for any additional compensable work performed under this Agreement. The Consultant expressly waives any right to additional compensation, whether in law or equity, unless prior to commencing the additional work the Consultant was given a written amendment, order or directive describing the additional compensable work to be performed and setting forth the amount of compensation to be paid, such amendment, order or directive to be signed by the authorized City representative. It is the Consultant's sole responsibility to know, determine, and ascertain the authority of the City representative signing any amendment, directive or order.

14. OWNERSHIP OF CONSULTING DOCUMENTS

All sketches, tracings, plans, specifications, reports, and other data prepared under this Agreement shall become the property of the City; a reproducible set shall be delivered to the City at no additional cost to the City upon completion of the plans or termination of the services of the Consultant. All drawings and data shall be transmitted in a durable material, with electronic files provided when feasible to do so. The Consultant's liability for use of the sketches, tracings, plans, specifications, reports, and other data prepared under this Agreement shall be limited to the Project.

15. INTERPRETATION

No amendment or modification of this Agreement shall be valid unless expressed in writing and executed by the parties hereto in the same manner as the execution of the Agreement. This is a completely integrated Agreement and contains the entire agreement of the parties; any prior written or oral agreements shall be of no force or effect and shall not be binding upon either party. The laws of the State of Iowa shall govern and any judicial action under the terms of this Agreement shall be exclusively within the jurisdiction of the district court for Polk County, Iowa.

16. COMPLIANCE WITH FEDERAL LAW

To the extent any federal appropriation has or will be provided for the Project, or any federal requirement is imposed on the Project, Consultant agrees that Consultant will comply with all relevant laws, rules and regulations imposed on City and/or Consultant necessary for receipt of the federal appropriation. Consultant shall provide appropriate certification regarding Consultant's compliance.

17. SOLICITATION AND PERFORMANCE

A. The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that the Consultant has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or contingent fee.

B. The Consultant shall not engage the services of any person or persons in the employ of the City at the time of commencing such services without the written consent of the City.

18. SUSPENSION AND TERMINATION OF AGREEMENT

A. The right is reserved by the City to suspend this Agreement at any time. Such suspension may be affected by the City giving written notice to the Consultant, and shall be effective as of the date established in the suspension notice. Payment for Consultant's services shall be made by the City for services performed to the date established in the suspension notice. Should the City reinstate the work after notice of suspension, such reinstatement may be accomplished by thirty (30) days written notice within a period of six (6) months after such suspension, unless this period is extended by written consent of the Consultant.

B. Upon ten (10) days written notice to the Consultant, the City may terminate the Agreement at any time if it is found that reasons beyond the control of either the City or Consultant make it impossible or against the City's interest to complete the Agreement. In such case, the Consultant shall have no claims against the City except for the value of the work performed up to the date the Agreement is terminated.

C. The City may also terminate this Agreement at any time if it is found that the Consultant has violated any material term or condition of this Agreement or that Consultant has failed to maintain workers' compensation insurance or other insurance provided for in this Agreement. In the event of such default by the Consultant, the City may give ten (10) days written notice to the Consultant of the City's intent to terminate the Agreement. Consultant shall have ten (10) days from notification to remedy the conditions constituting the default.

D. In the event that this Agreement is terminated in accordance with paragraph 3 of this section, the City may take possession of any work and may complete any work by whatever means the City may select. The cost of completing said work shall be deducted from the balance which would have been due to the Consultant had the Agreement not been terminated and work completed in accordance with the contract documents.

5) The Consultant may terminate this Agreement if it is found that the City has violated any material term or condition of this Agreement. In the event of such default by the City, the Consultant shall give ten (10) days written notice to the City of the Consultant's intent to terminate the Agreement. City shall have ten (10) days from notification to remedy the conditions constituting the default.

19. TAXES

The Consultant shall pay all sales and use taxes required to be paid to the State of Iowa on the work covered by this Agreement. The Consultant shall execute and deliver and shall cause any sub-consultant or subcontractor to execute and deliver to the City certificates as required to permit the City to make application for refunds of said sales and use taxes as applicable. The City is a municipal corporation and not subject to state and local tax, use tax, or federal excise taxes.

20. SEVERABILITY

If any portion of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining portions of this Agreement shall continue in full force and effect.

21. MISCELLANEOUS HEADINGS

Title to articles, paragraphs, and subparagraphs are for information purposes only and shall not be considered a substantive part of this Agreement.

22. FURTHER ASSURANCES

Each party hereby agrees to execute and deliver such additional instruments and documents and to take all such other action as the other party may reasonably request from time to time in order to effect the provisions and purposes of this Agreement.

23. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall constitute an original document, no other counterpart needing to be produced, and all of which when taken together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or agents on the day and year first above written.

Foth Infrastructure and Environment, LLC

BY: Patrick P. Kueter
Patrick P. Kueter, P.E.
Client Director

WITNESS

Molly Long
Name: Molly D. Long, P.E.

Title: Lead Engineer

CITY OF ANKENY, IOWA

BY: _____
Gary Lorenz, Mayor

ATTEST

_____
Name: _____

Title: _____

C:\pw_workdir\pw_ie\ppk\d0266390\Agr-2018-1100-Ankeny-West First Street.docx

ATTACHMENT 1
SCOPE OF SERVICES

The work to be performed by the Consultant under this Agreement shall encompass and include detailed work, services, materials, equipment and supplies necessary to complete the following Scope of Services for the Project.

The Project consists of the reconstruction of West First Street from just east of SW Scott Street to just east of SW Logan Street in Ankeny, Iowa. Services to be completed by the Consultant as part of this initial Scope of Services includes initial project coordination, design survey and mapping, drainage study of the project area, and functional layout out of the proposed roadway improvements.

This Scope of Services is based on the following project assumptions:

- West First Street project length is approximately 3,100 LF.
- Side Streets are assumed to reconnect within 100-ft of West First Street.
- Preliminary design including preparation of acquisition plats and easements, final design, and construction period services will be completed under future Amendments to this Professional Services Agreement.

The Scope of Services to be performed by the Consultant shall be completed in accordance with generally accepted standards of practice and shall include the services to complete the following tasks:

I. BASIC SERVICES OF THE CONSULTANT.

The Consultant shall consult on a regular basis with the City to clarify and define the City's requirements for the Project and review available data. The City agrees to furnish to the Consultant full information with respect to the City's requirements, including any special or extraordinary considerations for the Project or special services needed, and also to make available pertinent existing data. The Consultant shall provide the following basic services in regards to the Project:

A. Project Coordination

The Consultant will complete the following project coordination activities as part of this initial Scope of Services.

Task 1 – Design Development Coordination

The Consultant will maintain communications with the City to review progress and discuss specific elements of the project design and receive direction from the City. The meetings will also serve to establish schedules, develop project goals, establish initial design parameters, promote a dialog between the various entities, improve the decision-making process, and expedite design development. Prepare minutes of meetings and keep documentation of other communications. For budget purposes, the Consultant will attend three (3) meetings that will be attended by three (3) staff members of the Consultant.

Task 2 – Iowa DOT Coordination – Future task.

Task 3 – Public Transit Coordination

The Consultant will attend a meeting with Des Moines Area Regional Transit (DART) to address specific design development elements. The Consultant will prepare meeting minutes and keep documentation of other communications. It is anticipated that there will be one (1) meeting(s) with representatives of DART to review the functional design elements in preparation for preliminary design.

Task 4 - Utility Coordination Meetings

The Consultant will conduct two (2) utility coordination meetings with representatives of various utility companies. The first meeting will be to advise the utility of the nature and extent of the

proposed improvements and solicit mapping and input from the utility to develop an understanding of the order of magnitude and limitations of their facilities located within the project corridor. The second meeting will be to review the collected field data, identify any missing information, share with each utility the proposed functional layout of the project, and begin initial assessments of impacts to each utility. The Consultant shall document all communications and correspondence with each utility company and share with the City prior to the start of preliminary design. Known utilities in the corridor include:

- MidAmerican Energy Company
- CenturyLink Communications
- Aureon Network Services
- Windstream Communications
- Unite Private Network
- City of Ankeny
- Ankeny Community Schools
- Mediacom Communications

It is anticipated that additional utility coordination meetings will be completed as part of the future preliminary and final design tasks.

Task 5 – Project Information Meetings – Future task.

Task 6 – Periodic Meetings with Local Elected Officials – Task completed by City Staff.

Task 7 – Maintain and Update Project Mailing List
The Consultant will maintain the project mailing list and update it as needed to include all local officials, agencies, and interested parties. The City will provide the initial list of interested parties.

Task 8 - Project Management
The project manager for the Consultant will be responsible for maintaining coordination with the City, monthly progress reporting, minutes of meetings, interoffice memoranda, and project invoicing. This task also includes scheduling of staff, review of progress, and senior review of deliverables.

Project duration is anticipated to be three (3) months for this phase of the project.

B. Design Survey and Mapping

The Consultant shall perform field and office tasks required to collect topographic information deemed necessary to complete the Project. The City shall provide aerial photographic information and other available mapping of the Project area. The specific supplemental survey tasks to be performed include the following:

Task 1 – Project Control
Establish supplemental horizontal and vertical control for the Project area based on the City permanent Horizontal and Vertical Control monuments and prior Ankeny Boulevard and First Street Intersection project control. Each permanent control point or benchmark shall have horizontal coordinates or elevation, recovery information, and monument description. Accurate descriptions of the horizontal control points and benchmarks will be created and recorded on the plan sheets.

Mobile LiDAR Control
Utilize a base/rover GNSS survey system to establish coordinates on approximately 15 pavement locations. Each photo control point will be observed twice separated by a 3-4 hour window to allow different satellite geometry to verify coordinate accuracy.

Task 2 - Topographic Survey
Perform topographic surveys required for the development of the Project. Horizontal and vertical accuracies shall be adequate to produce a map that is compatible with the topographic data for incorporation into the existing mapping.

Mobile LIDAR Scan and Support

When working within the City right-of-way, safety of the traveling public and the field crews are of primary concern. On the day of the scan mission, the Consultant will provide a survey vehicle equipped with safety lights to assist the Mobile LIDAR Scan Vehicle (MLSV) with on-site logistics. Coordinate with the City and local law enforcement to request assistance with a rolling traffic break (during non-peak hours) behind the MLSV for added level of safety and to minimize interruption of normal traffic flow. The rolling traffic break minimizes the presence of potential obstructions in the scan data that may block the scanner's line-of-sight and prevent the capture of the full roadway prism and critical design features. The speed of the MLSV and rolling traffic break is typically just below the posted speed limit and will result in minimal disruption of normal traffic flow.

Mobile LiDAR Data Adjustment

The scan data will initially be tied to a project specific control point, by use of a static GNSS base station, on-board GNSS, and Inertial Measurement Unit (IMU) sensors. Scan data for this project will further be constrained to the Mobile LIDAR Control set in above tasks.

Task 3 - Utility Survey

Utilize the Iowa One-Call Design Request System to identify utility owners of record, obtain existing utility mapping information, and request that buried utilities be marked in the field. Field survey marked utilities, incorporate into project base map, and document utility name and contact information on the utility legend. This task includes establishing manhole and intake elevations for existing sanitary sewer, storm sewer, and roadway culverts. Excavating to expose buried utilities is not part of this agreement.

Anticipated utilities to be surveyed include phone, gas, fiber optic, water main and water valves, overhead/underground electrical, and sanitary sewer and storm sewer manholes.

Task 4 - Wetland Delineation Survey – Task not used.

Task 5 - Property Ownership and Research

Research City and County records including right-of-way strip maps, subdivision plats, section corner ties, and surveys; locate existing boundary corner monuments; establish property lines, right-of-way lines, section lines, and easements; and determine ownership of the properties affected by the project. Prepare a drawing with property lines, right-of-way lines, section lines, and easements within the project area as shown on the existing plats and other documents of record along with the land corner monuments and boundary corner monuments located in field. Review property ownership information from public records and add property owner names to the project mapping for public display and plan preparation purposes.

Task 6 - Right-of-Way Survey

Perform right-of-way surveys required for the development of the project. The right-of-way surveys shall be in-depth legal surveys for which acquisition plats are to be developed.

This task includes a thorough search of City, County, and State records to review all surveys of record pertaining to the survey corridor, including County Auditor's Subdivision Plats, original government surveys, early surveys made by County Surveyors, all irregular land survey, and road establishment records. Copies of such records are to be included in the project file for future reference.

This task also includes obtaining sufficient field data to locate or establish property lines affected by the project to enable the preparation of the improvement plans. This includes locating section corners, property pins, and visible lines of occupation such as fences, field divisions, or any other lines, indicating possession. A diligent effort must be made to recover existing land corner monuments necessary to describe the right-of-way along the project corridor.

The task includes incorporation of property lines, right-of-way lines, and ownership of properties affected by the project into the base mapping for the project. The base mapping will identify the owners and approximate boundaries of all appropriate parcels within the survey limits.

Task 7 - Project Base Map
Incorporate field surveys into an electronic base map to be used for the design of the project. Incorporate property lines, right-of-way lines, and property ownership for parcels located within the project limits into the base map.

For budgetary purposes, it is assumed that twenty-eight (28) parcels are within the project limits.

Task 8 - Soil-Boring Location Survey – Future task.

Task 9 – Pond Sediment Survey - Task not included.

Task 10 - Public Notice of Project
Prepare project notice letter for property owners directly adjacent to the project. This letter will provide a brief project description, notification of property surveys, anticipated schedule, and contact information. Distribute the notice letter following the City review and approval.

Task 11 – Report of Record Ownership and Liens (Title Searches)
For preliminary land survey purposes and for preparation of acquisition documents, place an order with a Polk County abstractor for the form of record of property ownership and liens certificates to identify and fulfill title vesting requirements. These reports will be used during the project design to identify ownership information, existing rights of way, and other encumbrances of record. Such reports are also required for properties that will have fee acquisitions or will be encumbered by an easement as part of the project.

Report of record ownership and liens will be obtained for up to twenty-eight (28) parcels.

C. Functional Design

Complete functional design layout for the proposed improvements. The primary focus will be on development of roadway geometrics, identify existing and proposed utility locations, identify existing and proposed right-of-way needs, and develop a general staging concept to construct the improvements. The work to be performed by the Consultant under the Functional Design phase shall consist of the following tasks:

Task 1 - Develop Design Criteria
The Consultant will summarize and submit to the City design criteria used to develop the project. Criteria will conform to the City, Iowa DOT, SUDAS, and AASHTO design standards. The criteria to be addressed include:

- Functional classification and design type
- Design speed and Regulatory speed
- Design vehicles for intersection design
- Widths of travel lanes, parking areas, and right-of-way
- Preferred Clear Zone
- Acceptable Clear Zone
- Provisions for pedestrians and/or bicycles
- Street lighting requirements
- Utility corridor locations

Prepare a brief technical memorandum documenting the proposed criteria. The memorandum will be reviewed, revised, and approved by the City prior to proceeding with subsequent tasks.

Task 2 - Develop Typical Sections

Develop typical sections for the mainline street improvements. This task includes lane widths, curb section/type, sidewalk widths, right-of-way widths, pavement types, and clear-zones. This task does not include pavement and subgrade design. This task also includes identifying potential storm sewer, sanitary sewer, water main, fiber optics, and other utility locations in the development of the typical sections. Detailed design calculations and capacity analysis for storm sewer, water main, or sanitary sewer is not included as part of this task.

It is anticipated that three (3) typical cross sections will be developed for West First Street that includes widening to the north, widening to the south, or a symmetrical widening about the centerline of the existing roadway. Typical cross sections will also be developed for each of the side street connections.

Task 3 - Develop Functional Geometrics

Develop functional geometrics that includes intersection return radii, sidewalk locations, and driveway locations for the project. Included as part of this task is turning design vehicle templates at the intersections.

Task 4 - Develop Horizontal Alignments

Utilizing functional geometrics and design survey, develop horizontal alignments for the mainline and connecting roadways. The alignments will be developed based on the technical memorandum summarizing the design criteria.

Task 5 – Preliminary Drainage Analysis

Review record plans and previous projects to inventory existing stormwater system and established existing drainage patterns. Field located stormwater structures and measure pipe sizes outside of the vicinity of the West First Street project limits to incorporate into hydraulic model. Complete preliminary TR-20 hydraulic analysis of the drainage basin based on Chapter 2 SUDAS Design Manual. Quantify stormwater runoff for the 5-yr, 10-yr, 50-yr, and 100-yr recurrence intervals. Review preliminary analysis with City and identify potential deficiencies. Determine order of magnitude storm sewer size, costs, and/or potential detention facility storage requirements for stated recurrence intervals. Review and determine capacity improvements to take forth into preliminary and final design.

Based on review of the City GIS information and available mapping, it is assumed that the drainage basin limits for this project are generally bounded by SW 3rd Street on the south, West First Street on the north, SW Des Moines Street on the west, and S Ankeny Boulevard on the east. In general, the current outlets for the existing West First Street system drains east down East First Street as well as north towards Hawkeye Pond.

Complete additional field work to validate/resolve GIS storm sewer invert and flowline information outside the immediate Project limits but within the defined drainage basin flowing to the Project. Additional field work will be limited to the major public infrastructure only and will not include minor structures such as roof drains or cleanouts or accessing private property or private infrastructure. Assumed additional field effort is based on two (2) field members for 80-hrs each to complete this task.

Task 6 – Water Main Layout

Review the existing water distribution system with City staff and identify changes that the proposed roadway improvements will have on the existing system. Determine locations of hydrants, valves, water services, and other key connections and develop a staging plan to maintain water service throughout the duration of construction. No water main demand and sizing is anticipated as part of this project.

Task 7 – Sanitary Sewer Review
Review existing sanitary sewer video inspections provided by the City and identify deficiencies and locations of repair or replacement. Review and identify existing manhole structures that need to be replaced. No sanitary sewer flow calculations or sizing is anticipated as part of this project.

Task 8 – Functional Design Exhibit
Prepare functional design exhibit that will consist of a full-size aerial strip map that shows the major project features. Include new roadway features, driveway locations, sidewalk locations, water main locations, storm sewer locations, sanitary sewer locations, fiber optic locations, property lines, property ownership, anticipated right-of-way needs, changes in accesses, and major structure locations.

Task 9 – Functional Staging Plan Exhibit
Prepare high-level overview of anticipated staging necessary to construct the project. Identify the number of major stages and how traffic, utility service, and property access will be maintained during construction. Document any special consideration that public or private utilities will require during construction. Prepare memorandum that documents staging constraints, anticipated construction effort, and any special considerations that will be incorporated into the preliminary and final design.

PROJECT DELIVERABLES

The scope of services shall be considered complete upon completion and delivery of the following items to the satisfaction of the City:

- Design Criteria Technical Memorandum
- Preliminary Drainage Report
- Typical Sections Exhibit
- Functional Design Exhibit
- Functional Staging Plan Exhibit

ADDITIONAL SERVICES:

Additional Services are ***not*** included in this Agreement. If authorized under a Supplemental Agreement the Consultant shall furnish or obtain from others the following services:

1.) Preliminary Design
2.) Final Design
3.) Traffic Operation Analysis
4.) Preparation of Acquisition Plats and Easement Documents
5.) Real Estate Acquisition Services
6.) Environmental Evaluation and Documentation
7.) Historical and Archeological Preservation Investigations (Section 106)
8.) Geotechnical Exploration
9.) Subsurface Utility Investigations
10.) Construction Period Services

CITY'S RESPONSIBILITIES:

The City shall provide the following:

1. Provide existing utility plans and studies.
2. Provide existing street and utility plans/record drawings and utility maps for the project area.

3. Provide televising of storm sewer or sanitary sewer if needed.
4. Provide existing topographic base mapping, aerial photo images, and other available electronic files pertinent to the Project.

ATTACHMENT 2
SCHEDULE

The Consultant shall complete the following phases of the Project in accordance with the schedule shown; assuming notice to proceed is issued by the City on or before December 17, 2018. If notice to proceed is given at a later date, time of completion shall be extended accordingly.

Project Coordination	October 2018 – February 2018
Design Survey and Mapping	October 2018 – December 2018
Functional Design	December 2018 – February 2019

ATTACHMENT 3
SCHEDULE OF FEES

FOTH INFRASTRUCTURE AND ENVIRONMENT, L.L.C
2018 STANDARD HOURLY RATE SCHEDULE

CLASSIFICATION	HOURLY RATE
Director	$191.00
Project Manager	$160.00-$186.00
Project Scientist	$110.00-$135.00
Project Engineer	$134.00-$178.00
Staff Engineer	$108.00-$132.00
Planner	$108.00-$178.00
Technology Manager	$155.00
Technician	$75.00-$134.00
Construction Manager	$155.00
Land Surveyor	$125.00-$158.00
Project Administrator	$75.00-$95.00
Administrative Assistant	$60.00

REIMBURSABLE EXPENSES

1. All materials and supplies used in the performance of work on this project will be billed at cost plus 10%.

2. Auto mileage will be reimbursed per the standard mileage reimbursement established by the Internal Revenue Service. Service vehicle mileage will be reimbursed on the basis of $0.88 per mile.

3. Charges for outside services such as soils and materials testing, fiscal, legal will be billed at their invoice cost plus 15%.

4. All other direct expenses will be invoiced at cost plus 10%.

ADJUSTMENTS TO FEE SCHEDULE

1. Fee schedule effective January 1, 2018. Rates subject to change annually on January 1.

City of Ankeny Insurance Requirements for Professional Services

1. **Foth Infrastructure and Environment, LLC** shall furnish a signed Certificate of Insurance to the City of Ankeny, Iowa for the coverage required in Exhibit A prior to commencing work and at the end of the project if the term of work is longer than 60 days. Providers presenting annual certificate shall present a Certificate at the end of each project with the final billing. Each Certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent. Each Certificate shall include a statement under Description of Operations as to why issued. Eg: Project # __ or Lease of premises at_____or construction of_____.

2. All policies of insurance required hereunder shall be with a carrier authorized to do business in Iowa and all carriers shall have a rating of A or better in the current A.M. Best's Rating Guide.

3. Each Certificate shall be furnished to the contracting department of the City of Ankeny.

4. Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Ankeny. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.

5. Subcontractors and sub subcontractor performing work or service shall provide a Certificate of Insurance in accord with Exhibit A.

6. All required endorsements to various policies shall be attached to Certificate of Insurance.

7. Whenever a specific ISO form is listed, an equivalent form may be substituted subject to the provider identifying and listing in writing all deviations and exclusions that differ from the ISO form.

8. Provider shall be required to carry the minimum coverage / limits, or greater if required by law or other legal agreement, in Exhibit A.

9. Whenever an ISO form is referenced the current edition of the form must be used.

10. By requiring such insurance, the City of Ankeny shall not be deemed or construed to have assessed the risk that may be applicable to the Contractor its agents, representatives, employees, or sub-consultants under this Contract. The insurance requirements herein for this Contract in no way limit the indemnity covenants contained in the Contract.

11. The City of Ankeny in no way warrants that the limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees, or subcontractors. The Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. The Contractor is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

Exhibit A

A) COMMERCIAL GENERAL LIABILITY

General Aggregate Limit	$	2,000,000
Products-Completed Operations Aggregate Limit	$	1,000,000
Personal and Advertising Injury Limit	$	1,000,000
Each Occurrence	$	1,000,000
Fire Damage Limit (any one occurrence)	$	50,000
Medical Payments	$	5,000

a) Coverage shall be written on an occurrence, not claims made, form. All deviations from the standard ISO commercial general liability form CG 0001, or Business owners form BP 0002, shall be clearly identified.
b) Include endorsement indicating that coverage is primary and non-contributory.
c) Include endorsement to preserve Governmental Immunity. (Sample attached).
d) Include an endorsement that deletes any fellow employee exclusion.
e) Include additional insured endorsement for:
   The City of Ankeny, 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. Use ISO form CG 2026.

B) AUTOMOBILE LIABILITY $ 1,000,000 (Combined Single Limit)

C) WORKERS' COMPENSATION & EMPLOYERS LIABILITY
Statutory benefits covering all employees injured on the job by accident or disease as prescribed by Iowa Code Chapter 85 as amended.

Coverage A	Statutory – State of Iowa
Coverage B	Employers Liability

Each Accident	$100,000
Each Employee-Disease	$100,000
Policy Limit-Disease	$500,000

Policy shall include an endorsement providing a waiver of subrogation to the City of Ankeny. Coverage B limits shall be greater if required by Umbrella Carrier.

D) UMBRELLA LIABILITY $ 4,000,000
Umbrella liability coverage must be at least following form with the underlying policies included herein.

E) PROFESSIONAL LIABILITY $ 2,000,000

- The Contractor shall maintain Errors and Omissions Liability covering negligent acts, errors and/or omissions, including design errors of the Contractor for damage sustained by reason of or in the course of operations under this Contract.

- In the event that any professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Contract is completed.

- Policy shall contain a waiver of subrogation against the City of Ankeny.

F) CONTRACTOR'S ENVIRONMENTAL LIABILITY $ 2,000,000

- Applicable if Professional Services performed includes Environmental activities included but not limited to: use or application of hazardous materials, environmental testing, monitoring, assessment or cleanup, transportation of hazardous materials, pesticide spraying and certain recycling and waste reduction activities.

Preservation of Governmental Immunities Endorsement

1. Nonwaiver of Governmental Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Ankeny, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Ankeny, Iowa 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. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.

3. Assertion of Governmental Immunity. The City of Ankeny, Iowa 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.

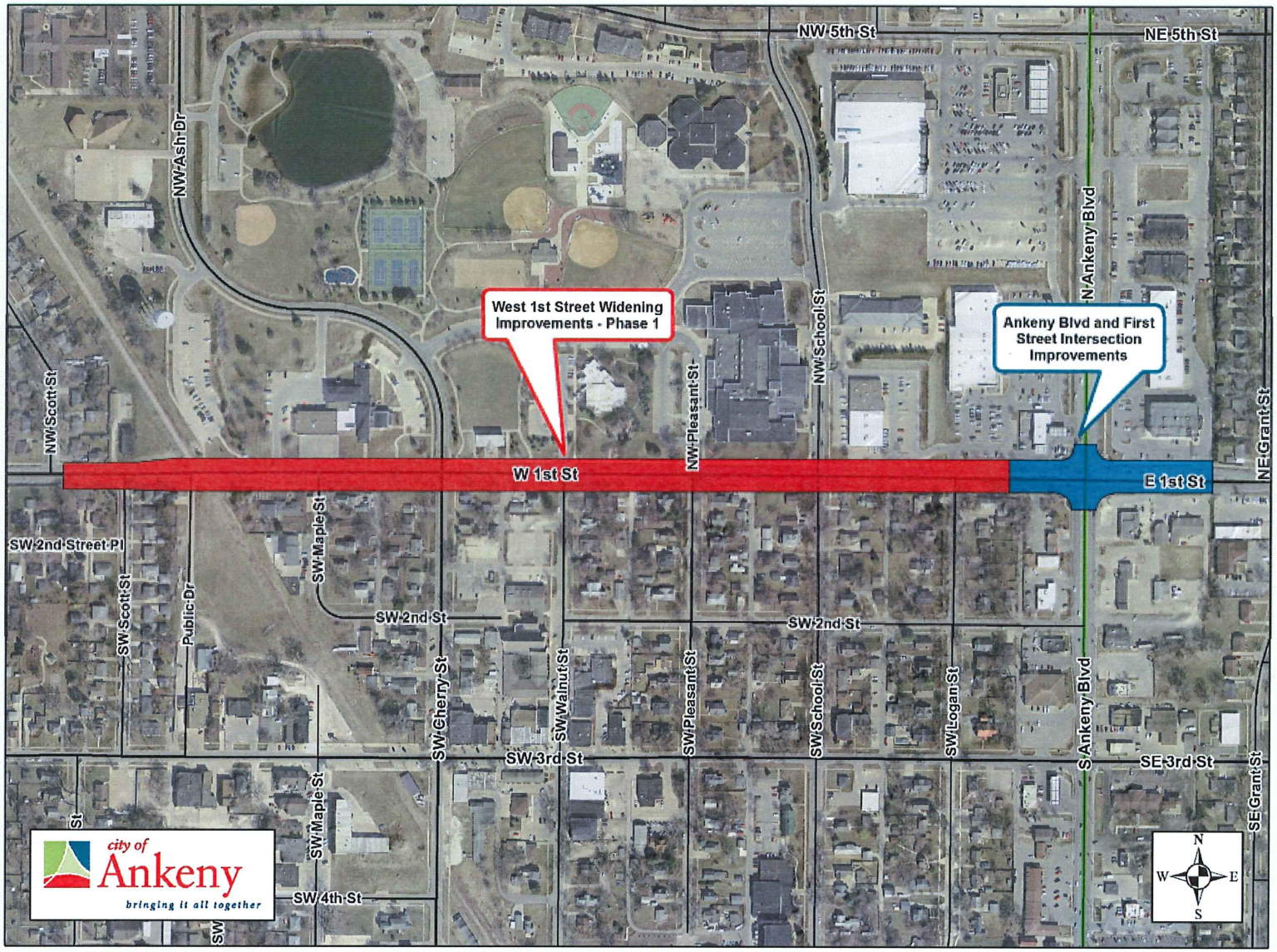
4. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Ankeny, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction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

5. No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under this policy.

Ankeny
bringing it all together.

West First Street Widening Improvements – Phase 1

Project Limits



??

ANKENY CITY COUNCIL

City Council Agenda

March 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: COUNCIL GOAL: ??

Municipal Utilities

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Amendment No. 2 to the Professional Services Agreement increasing the contract amount by $383,500.00 with Fox Engineering, for construction services on the ASR #3 project.

EXECUTIVE SUMMARY:

Fox Engineering has completed the design of the ASR #3 Project and it has recently bid with award to Gingerich Well & Pump Services to drill the well and WRH, Inc. to construct the well pump and control building.

The Municipal Utilities Department proposes to continue using Fox Engineering to provide construction services for this project. The scope of the construction services along with the corresponding fees are shown in the attached Amendment No.2 to the Professional Services Agreement. A copy of the original Professional Services agreement and Amendment #1 are attached for reference. The fee for the construction services for the ASR #3 Project is $383,500.00. The original Professional Services Agreement for design engineering services was $349,900.00 and amendment #1 was for

$61,100.00 (which includes a design contract for the Demolition Project of $32,000). Adding Amendment #2 to the Professional Services Agreement increases the total contract to $794,500.00.

It is recommended that the City Council approve Amendment No. 2 to the Professional Services Agreement with Fox Engineering in the amount of $383,500.00 for the ASR #3 Project.

FISCAL IMPACT: **??No**

This project was included in the City of Ankeny's CIP for 2022 and 2023 construction.

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the City Council approve Amendment No. 2 to the Professional Services Agreement with Fox Engineering in the amount of $383,500.00 for the ASR #3 Project.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Amendment #2
Professional Services Agreement
Amendment #1

STRAND ASSOCIATES®
Excellence in Engineering
Since 1946

FOX Strand
414 South 17th Street, Suite 107
Ames, IA 50010
(P) 513.233.0000
www.strand.com

February 14, 2022

Don Clark, P.E.
Municipal Utilities Director
City of Ankeny
220 West 1st Street
Ankeny, IA 50023

RE: Amendment to the Agreement for Engineering Services
ASR Well #1 Replacement Project - Ankeny, Iowa – Construction Phase Services
FOX Strand Ref. No. 3379-20A/7020.008

Mr. Clark,

Thank you for contacting FOX Strand regarding your need for additional engineering services related to the ASR Well #1 Replacement Project (Well No. 7/ASR No. 3), hereafter referred to as the project.

In February 2021, FOX Strand and the City of Ankeny entered into an engineering agreement for preparation of plans, specifications, and bidding documents for the ASR Well #1 Replacement Project (Well No. 7/ASR No. 3). The design and bidding has been completed, a construction contract has been awarded for Bid Package 1, and a contract will be awarded for Bid Package 2. The city wishes to retain FOX Strand for construction phase services related to this project. In response to your request, we are pleased to submit this Amendment to the Agreement for Engineering Services for your consideration.

GENERAL PROJECT DESCRIPTION: The Project will include construction of an Aquifer Storage and Recovery (ASR) well, control building, and associated work. For bidding and construction, the project was separated into two bid packages: Bid Package 1 – Well Construction; and Bid Package 2 – Well Pump and Control Building. Bid Package 1 is expected to begin on site construction in April and be completed by August 2022. Bid Package 2 is expected to begin on site construction in August 2022 and be completed by September 2023.

ENGINEER'S SCOPE OF SERVICES: Our Basic Services include services for Bid Package 1 and Bid Package 2, and will consist generally of the following work items:

1. **Construction Phase Services:**
   a. General Administration of Construction Contract: Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2018 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in this Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with

Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.

b. Pre-Construction Conference: Participate in a pre-construction conference prior to commencement of Work at the Site.

c. Electronic Transmittal Protocols: Project-related correspondence, documents, text, data, drawings, information, and shop drawings shall be in electronic media or digital format, either directly, or through access to a secure Project website. The third-party website (Newforma ConstructEx) shall be set up and administered by Engineer.

d. Schedules: Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.

e. Visits to Site and Observation of Construction: In connection with observations of Contractor's Work while it is in progress:

    i. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

    ii. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

f. Defective Work: Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.

g. Compatibility with Design Concept: If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.

h. Clarifications and Interpretations: Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs) or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.

i. Non-reviewable Matters: If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.

j. Field Orders: Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.

k. Change Orders and Work Change Directives: Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.

l. Differing Site Conditions: Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.

m. Shop Drawings, Samples, and Other Submittals: Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

n. Substitutes and "Or-equal": Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, provided the proposed "or equal" or substitution is found to be appropriate for the Project and there is not an excessive number of proposed "or equals" or substitutions.

o. Inspections and Tests:

i. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.

ii. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.

iii. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.

p. Change Proposals and Claims:

i. Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal.

ii. Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.

q. Applications for Payment: Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

i. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

ii. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including

final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

r. Contractor's Completion Documents: Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under paragraph 1.m (Shop Drawings, Samples, & Other Submittals). Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.

s. Substantial Completion: Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.

t. Final Notice of Acceptability of the Work: Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor that the Work is acceptable (subject to the provisions of paragraph 1.q.ii – Applications for Payment) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.

u. Standards for Certain Construction-Phase Decisions: Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

v. Duration of Construction Phase: The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract, then Construction Phase services may be rendered at different times in respect to the separate contracts. Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the

original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

2. **Construction Staking Services:**
   a. FOX Strand will provide construction staking as needed for the Project.

3. **Construction Resident Project Representative:**
   a. Resident Project Representative (RPR): Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Attachment A. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Attachment A.

4. **Construction Field and Laboratory Testing Services:**
   a. Provide field and laboratory testing services on a part-time basis as required in the construction documents. Services will include laboratory testing of soil, compacted fill testing, field concrete sampling and testing, laboratory testing of concrete, masonry grout and mortar testing, and foundation excavation observation.
   b. Field and laboratory testing services will be provided by FOX Strand's Subconsultant, Allender Butzke Engineers.

5. **Additional Services:** Additional services beyond the Basic Services identified above may be provided if authorized by Owner. An equitable adjustment in fees will be negotiated for additional services.

OWNER'S RESPONSIBILITIES: In addition to other responsibilities of Owner as set forth in this agreement, Owner shall at its expense:

1. Provide Engineer with all criteria and full information as to Owner's requirements for the Project.

2. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.

3. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of the presence at the Site of any Constituent of Concern, or of any other development that affects the scope or time of performance of Engineer's services, or any defect or nonconformance in Engineer's services, the Work, or in the performance of any Contractor.

4. Authorize Engineer to provide Additional Services as required.

5. Examine all proposals, RFI's, change orders, and other documents presented by Engineer (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

6. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.

FEES: The fees for the Project shall be as follows:

Phase	(Hourly/Lump Sum)	Amount
Construction Phase Services	Lump Sum	$270,000
Construction Staking Services	Hourly + Reimbursable Expense (1)	$12,000
Construction Resident Project Representative Services	Hourly + Reimbursable Expense (1)	$88,500 (estimated 750 hours)
Construction Field and Laboratory Testing Services	Hourly + Reimbursable Expense (1)	$13,000

- The total of lump sum fees..... $270,000
- The total estimated standard hourly + reimbursable fees..... $113,500
- The total estimated fees (lump sum + hourly estimated)..... $383,500

Notes:

(1) Amounts listed above that are based on Standard Hourly Rates and Reimbursable Expenses are estimates only; actual fees and charges for those items may differ from the estimated amounts but will not exceed the estimated amount without prior written approval by the Owner.

If there are protracted delays for reasons beyond our control, we would expect to negotiate with you an equitable adjustment of the fees and schedule, taking into consideration the impact of such delay.

ENGINEER'S CONSULTANTS:

1. Structural - Rietz Consultants
2. Architectural - Wertzberger Architects
3. Electrical - Riesberg Engineering Company
4. Mechanical - KCL Engineering
5. Field and Laboratory Testing – Allender Butzke Engineers

SPECIAL NOTES:

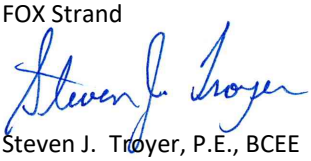
1. If you have special contact or communication requirements, you will need to advise us accordingly. Unless otherwise directed, the City of Ankeny's contact shall be Don Clark.

2. City will need to make available to us all pertinent existing data as well as full information as to your requirements, including any special or extraordinary services.

3. FOX Strand will also provide such additional services that you may request to be billed at our standard hourly rate plus reimbursable expenses.

This Amendment to the Agreement, Attachment A, and the accompanying General Terms and Conditions consisting of two (2) pages represent the entire understanding between the City of Ankeny and FOX Strand in respect to the Project and may only be modified in writing signed by both parties. If this Agreement satisfactorily sets forth your understanding of the Project, our services, and your responsibilities, please execute each of two (2) copies in the space provided below and return one (1) copy to us as notice to proceed.

Respectfully submitted,
FOX Strand



Steven J. Troyer, P.E., BCEE
Project Manager

Attachment: Attachment A – Duties, Responsibilities, and Limitations of Authority of RPR
General Terms and Conditions (2 pages)

Accepted this _____ day of _____, 2022,

For the City of Ankeny:

_____ _____

By authorized contracting official:
(signature) (printed name & title)

(This Proposal is open for acceptance for 30 days from the date of issuance, unless extended in writing by us.)

Attachment A - Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

A. Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.

B. Through RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Paragraph 1 of this Agreement are applicable.

C. The duties and responsibilities of the RPR are as follows:

1. *General:* RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.

2. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

3. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.

4. *Liaison:*

    a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.

    b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.

    c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.

5. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor. ,

6. *Shop Drawings and Samples:*

    a. Record date of receipt of Samples and Contractor-approved Shop Drawings.

    b. Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.

7. *Proposed* M*odifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.

8. *Review of Work; Defective Work:*

    a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.

    b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work. ; and

    c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

9. *Inspections, Tests, and System Start-ups:*

    a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.

    b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.

    c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.

    d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

10. *Records*:

a. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.

b. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.

11. *Reports:*

a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.

b. Recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.

c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.

d. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

12. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

13. *Completion*:

a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.

b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.

c. Observe whether all items on the final punch list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of final completion.

D. Resident Project Representative shall not:

1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).

2. Exceed limitations of Engineer's authority as set forth in this Agreement.

3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.

4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.

5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.

6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.

7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.

8. Authorize Owner to occupy the Project in whole or in part.

GENERAL TERMS AND CONDITIONS

Attached to and made a part of the letter agreement dated February 14, 2022, between the **City of Ankeny** (CLIENT) and **FOX Strand** (CONSULTANT) in respect of the work described as therein.

1.0 CLIENT'S RESPONSIBILITIES

1.1 CLIENT shall provide all criteria and full information as to CLIENT'S requirements for the project: designate a person to act with authority on CLIENT'S behalf in respect of all aspects of the project; examine and respond promptly to CONSULTANT'S submissions; and give prompt written notice to CONSULTANT whenever CLIENT observes or otherwise becomes aware of any defect in the work.

1.2 CLIENT shall also do the following and pay all costs incident thereto:

a. Furnish to CONSULTANT all pertinent information, which may include but not be limited to borings, probings, and subsurface explorations, laboratory tests and inspections of samples, materials, and equipment; appropriate professional interpretations of all of the foregoing, environmental assessment and impact statements, property and utility surveys; property descriptions, zoning and deed restrictions; all of which CONSULTANT may rely upon in performing services.

b. Guarantee access to and make all provisions for CONSULTANT to enter upon public and private property where required to perform services under this agreement.

c. Provide such legal, accounting, independent cost estimating, inspection, auditing and insurance counseling services as may be required for the Project.

d. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project.

2.0 STANDARD OF CARE

Services provided by the CONSULTANT under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession practicing contemporaneously under similar circumstances and in the same locality. CONSULTANT makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with CONSULTANT'S services.

3.0 OWNERSHIP OF INSTRUMENTS OF SERVICE: All reports, plans, specifications, computer files, field data, notes and other documents prepared by the CONSULTANT as instruments of service shall remain the property of the CONSULTANT. The CONSULTANT shall retain all common law, statutory and other reserved rights, including the copyright thereto and the rights of reuse. CLIENT may make and retain copies for information and reference in connection with the use and occupancy of the Project by CLIENT and others; however, such documents are not intended or represented to be suitable for reuse by CLIENT and others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at CLIENT'S sole risk and without liability to CONSULTANT.

4.0 USE OF ELECTRONIC MEDIA

The CLIENT agrees not to reuse electronic files, in whole or in part, for any purpose other than for the Project. The CLIENT agrees not to transfer to others any electronic files provided by the CONSULTANT without the prior written consent of the CONSULTANT. Electronic data files provided by the CONSULTANT to the CLIENT are subject to an acceptance period of 30-days during which time the CLIENT may perform appropriate acceptance reviews. After the acceptance period, the electronic files shall be deemed to be accepted and Consultant shall have no obligation to correct errors or maintain the electronic files. Because data and/or drawings stored on electronic media can deteriorate undetected or be modified without the CONSULTANT'S knowledge, the CLIENT agrees that the CONSULTANT shall not be held liable for the completeness or correctness of electronic data once the electronic media have left the possession of the CONSULTANT.

5.0 PAYMENTS

If CLIENT fails to make any payment due CONSULTANT for services and expenses within thirty days after receipt of CONSULTANT'S statement therefore, the amounts due CONSULTANT will be increased at the rate of 1.5% per month from said thirtieth day, and in addition, CONSULTANT may, after giving seven days written notice to CLIENT, suspend services under this Agreement until CONSULTANT has been paid in full all amounts due for services, expenses, and charges.

6.0 TERMINATION

The obligation to provide further services under this Agreement may be terminated by either party upon seven days written notice. In the event of any termination, CONSULTANT will be paid for all services performed to the date of termination and all Reimbursable Expenses. CONSULTANT shall have no liability to CLIENT on account of termination.

7.0 CONFIDENTIALITY

The CONSULTANT shall hold confidential and not disclose to any person or entity, other than the CONSULTANT'S employees, subconsultants, and suppliers if necessary for performance of services under this Agreement, any business or technical information not previously known to and generated by the CONSULTANT or furnished to the CONSULTANT and marked CONFIDENTIAL by the CLIENT. These provisions shall not apply to information in whatever form that is in the public domain, nor shall it

restrict the CONSULTANT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other legitimate authority, or if disclosure is reasonably necessary for the CONSULTANT to defend itself from any legal action or claim.

8.0 ALLOCATION OF RISKS

8.1. INDEMNIFICATION. CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CONSULTANT, its officers, directors, employees and subconsultants against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with this Project or the performance of the services under this Agreement by any of the parties named above, excepting only those damages, liabilities or costs attributable to the negligent acts or negligent failure to act by the CONSULTANT.

8.2 LIMITATION OF LIABILITY. To the fullest extent permitted by law, and not withstanding any other provision of this Agreement, the total liability, in the aggregate, of the CONSULTANT and the CONSULTANT'S officers, directors, employees and subconsultants, and any of them, to the CLIENT and anyone claiming by or through the CLIENT, for any and all claims, losses, costs or damages, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the Project or the Agreement from any cause or causes shall not exceed the total compensation received by the CONSULTANT under this Agreement or the amount of $2,000,000, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

9.0 CORPORATE PROTECTION

It is intended by the parties to this Agreement that the CONSULTANT'S services in connection with the project shall not subject the CONSULTANT'S individual employees, officers, or directors to any personal legal exposure for the risks associated with this project. Therefore, and notwithstanding anything to the contrary contained herein, and CLIENT agrees that as the CLIENT'S sole and exclusive remedy, any claim, demand or suit shall be directed and or asserted only against CONSULTANT, an Iowa corporation, and not against any of the CONSULTANT'S employees, officers, or directors.

10.0 EFFECT OF PURCHASE ORDERS

In the event that CLIENT issues to CONSULTANT a purchase order, order acknowledgement, order confirmation, or similar document, none of the terms or conditions stated or referred to thereon shall alter or add to any of the terms of this Agreement. Such document, whether or not signed by the CONSULTANT, shall be considered only as a document for CLIENT'S internal management of its operations.

11.0 SUCCESSORS AND ASSIGNS

Neither CLIENT nor CONSULTANT shall assign, sublet or transfer any rights under or interest in this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this provision shall prevent CONSULTANT from employing such independent professional associates and consultants as CONSULTANT may deem appropriate to assist in the performance of services hereunder.

Nothing under this Agreement shall be construed to give any rights or benefits in the Agreement to anyone other than CLIENT and CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of CLIENT and CONSULTANT and not for the benefit of any other party.

12.0 OTHER

The titles used in this instrument are for general reference only and are not part of the Agreement.

Any provisions of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect.

All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the CLIENT and the CONSULTANT shall survive the completion of the services hereunder and the termination of this Agreement.

This Agreement is to be governed by the law of the state in which the Project is located.

End of General Terms and Conditions

July 15, 2021

Don Clark, P.E.
Municipal Utilities Director
City of Ankeny
220 West 1st Street
Ankeny, IA 50023

RE: Agreement for Engineering Services
ASR Well #1 Replacement Project – Partial Demolition of Wastewater Treatment Plant, Ankeny, Iowa
FOX Ref. No. 3379-20A

Dear Mr. Clark:

Thank you for contacting FOX Engineering Associates, Inc. regarding your need for additional engineering services related to the ASR Well #1 Replacement Project – Partial Demolition of Wastewater Treatment Plant, hereafter referred to as the project.

In February 2021, FOX Engineering and the City of Ankeny entered into an engineering agreement for site evaluation, design, and construction administration services related to the ASR project. The siting study determined the city's abandoned WWTP site as the most desirable location for the new ASR. This will require partial demolition of existing structures to allow construction of the new ASR. The demolition is intended to be completed as a separate construction contract. In response to your request, we are pleased to submit this Agreement for Engineering Services for your consideration.

GENERAL PROJECT DESCRIPTION: The project will include demolition of the following structures at the abandoned wastewater treatment plant: Sludge Pump Building, Sludge Thickener, Aeration Tanks 1, 2, 3, & 4, Aeration Tank Splitter Box, Final Clarifier Splitter Box, Diversion Box, and miscellaneous manholes, sidewalks, intakes, valve boxes, and other structures within the area shown on the attached Figure 1. Concrete structures, manholes, and buildings will be removed to three feet below grade, and the remaining below grade structures will be backfilled. Structures under proposed location of a new building will be removed completely and backfilled with engineered fill. Existing buried piping will be abandoned in place, or the ends plugged as appropriate. Engineering services will include preparation of plans and specifications suitable for public bidding and bidding services.

ENGINEER'S SCOPE OF SERVICES: Our Basic Services will consist generally of the following work items:

1. **Design Phase Services:** Engineer shall:
   a) Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. If appropriate, specifications shall conform to the 48-division format of the Construction Specifications Institute. Where applicable, SUDAS and any Ankeny supplemental specifications will be utilized. Bidding documents shall follow the 2018 EJCDC Construction Documents and/or City of Ankeny bidding documents as appropriate.
   b) Provide necessary field surveys, topographic mapping, and utility mapping for design purposes. Utility mapping will be based upon information obtained from utility owners.

c) Advise Owner if additional reports, data, information, or services of the types described in "OWNER RESPONSIBILTIES" are necessary and assist Owner in obtaining such reports, data, information, or services.
d) Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction.
e) Prepare an opinion of probable cost for the project.
f) Assist Owner in preparation of Storm Water Pollution Prevention Plan.
g) Prepare Bidding Documents for review by Owner, its legal counsel, and other advisors, and assist Owner in the preparation of other related documents. Furnish 3 review copies of the Bidding Documents and any other deliverables to Owner within 45 calendar days of authorization to proceed. Within 15 days of receipt, Owner shall submit to Engineer any comments and instructions for revisions.
h) Revise the Bidding Documents in accordance with comments and instructions from the Owner, as appropriate, and submit 3 final copies of the Bidding Documents, a revised opinion of probable Construction Cost, and any other deliverables to Owner within 15 calendar days after receipt of Owner's comments and instructions.
i) The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is one (1). If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.
j) Meetings – FOX will consult with City Staff during design and attend one meeting with staff to review design details, requested revisions, and cost opinion.

2. **Bidding Phase Services:** After acceptance by Owner of the Bidding Documents and the most recent opinion of probable Construction Cost as determined in the Design Phase, and upon written authorization by Owner to proceed, Engineer shall:
   a) Assist Owner in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, and receive and process contractor deposits or charges for the Bidding Documents. Electronic bidding document distribution will be through QuestCDN or other method acceptable to the City.
   b) Prepare and distribute a sufficient number of paper copies of project documents (including drawings, specifications and addenda) to prospective bidders, subcontractor bidders, suppliers, and contractor plan room services, and distribute electronic documents via web-based plan rooms.
   c) Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.
   d) Attend the Bid opening, prepare Bid tabulation sheets, assist Owner in evaluating Bids, and prepare a recommendation of award.
   e) Prepare and distribute signatory copies of the Notice of Award and Contract Documents.
   f) Prepare and distribute signatory copies of the Notice to Proceed.
   g) Pre-Bid Conference(s) will not be required for this project.
   h) Engineer's attendance at the public hearing or the Council Meeting for the consideration of the award of the contract will not be required.

3. **Construction Phase Services:** Not included in this agreement. A separate agreement for construction phase services will be executed prior to start of construction.

4. **Additional Services:** Additional services beyond the Basic Services identified above may be provided if authorized by Owner. An equitable adjustment in fees will be negotiated for additional services.

OWNER'S RESPONSIBILITIES: In addition to other responsibilities of Owner as set forth in this agreement, Owner shall at its expense:

1. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the Drawings and Specifications; and furnish copies of Owner's standard forms, conditions, and related documents for Engineer to include in the Bidding Documents, when applicable.

2. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.

3. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
    a. Property descriptions.
    b. Zoning, deed, and other land use restrictions.
    c. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
    d. Explorations and tests of subsurface conditions at or contiguous to the Site (except as specifically noted under Engineer's Scope of Services), drawings of physical conditions relating to existing surface or subsurface structures at the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
    e. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
    f. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.

4. Owner shall engage the services of an independent consultant for the purposes of performing an investigation of and documenting the presence or absence of asbestos containing materials and lead-based paint as it relates to demolition of the structures.

5. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of the presence at the Site of any Constituent of Concern, or of any other development that affects the scope or time of performance of Engineer's services, or any defect or nonconformance in Engineer's services, the Work, or in the performance of any Contractor.

6. Authorize Engineer to provide Additional Services as required.

7. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

8. Place and pay for advertisement for Bids in appropriate publications.

9. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.

10. Attend the bid opening.

11. Provide Engineer with the findings and reports generated by the entities providing services to Owner pursuant to this paragraph.

12. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.

FEES: The fees for the Project shall be as follows:

Phase	(Hourly/Lump Sum)	Amount
Design Phase Services	Lump Sum	$22,300
Bidding Phase Services	Lump Sum	$8,700
Bidding Documents (1)	Hourly + Reimbursable Expenses (2)	$1,000 (estimated)

- The total of lump sum fees..... $31,000
- The total estimated standard hourly + reimbursable fees..... $1,000
- The total estimated fees (lump sum + hourly estimated)..... $32,000

Notes:

(1) Iowa Law requires that sufficient paper copies of bidding documents be provided at no cost to bidders, suppliers, and subcontractors who request such paper documents. All costs associated with the reproduction and distribution of paper and electronic bidding documents are to be paid by the Owner. Engineer will invoice Owner for all such document costs as a reimbursable expense.

(2) Amounts listed above that are based on Standard Hourly Rates and Reimbursable Expenses are estimates only; actual fees and charges for those items may differ from the estimated amounts but will not exceed the estimated amount without prior written approval by the Owner.

If there are protracted delays for reasons beyond our control, we would expect to negotiate with you an equitable adjustment of the fees and schedule, taking into consideration the impact of such delay.

ENGINEER'S CONSULTANTS:

1. None

SPECIAL NOTES:

1. If you have special contact or communication requirements, you will need to advise us accordingly. Unless otherwise directed, the City of Ankeny's contact shall be Shawn Buckner.

2. City will need to make available to us all pertinent existing data as well as full information as to your requirements, including any special or extraordinary services.

3. It is necessary that you advise us in writing at an early date if you have budgetary limitations for the project. If we accept any such limitations as being realistic, we will endeavor to work within those limitations. If you request, we will submit to you at milestones in the project, our opinion as to the

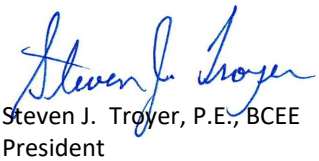
probability of completing the project within your budget, and, where appropriate, request an adjustment in the budget or a revision in the extent of the project.

4. FOX Engineering will also provide such additional services that you may request to be billed at our standard hourly rate plus reimbursable expenses.

5. This agreement is based on the City and FOX Engineering entering into a separate agreement for construction phase services. If the City does not retain FOX Engineering for construction phase services, the City assumes all responsibility for the application and interpretation of the Contract Documents, contract administration, construction observation and review, and all other necessary Construction Phase engineering and professional services, and waives any claims against the Engineer that may be connected in any way thereto.

This Agreement and the accompanying General Terms and Conditions consisting of two (2) pages represent the entire understanding between the City of Ankeny and FOX Engineering Associates, Inc. in respect to the Project, and may only be modified in writing signed by both parties. If this Agreement satisfactorily sets forth your understanding of the Project, our services, and your responsibilities, please execute each of two (2) copies in the space provided below and return one (1) copy to us as notice to proceed.

Respectfully submitted,
FOX Engineering Associates, Inc.



Steven J. Troyer, P.E., BCEE
President

Attachment: General Terms and Conditions (2 pages)

Accepted this _____ day of _____, 2021,

For the City of Ankeny:

_____ _____

By authorized contracting official:
(signature) (printed name & title)

(This Proposal is open for acceptance for 30 days from the date of issuance, unless extended in writing by us.)

GENERAL TERMS AND CONDITIONS

Attached to and made a part of the letter agreement dated July 15, 2021, between the **City of Ankeny** (CLIENT) and **FOX Engineering Associates, Inc**. (CONSULTANT) in respect of the work described as therein.

1.0 CLIENT'S RESPONSIBILITIES

1.1 CLIENT shall provide all criteria and full information as to CLIENT'S requirements for the project: designate a person to act with authority on CLIENT'S behalf in respect of all aspects of the project; examine and respond promptly to CONSULTANT'S submissions; and give prompt written notice to CONSULTANT whenever CLIENT observes or otherwise becomes aware of any defect in the work.

1.2 CLIENT shall also do the following and pay all costs incident thereto:

a. Furnish to CONSULTANT all pertinent information, which may include but not be limited to borings, probings, and subsurface explorations, laboratory tests and inspections of samples, materials, and equipment; appropriate professional interpretations of all of the foregoing, environmental assessment and impact statements, property and utility surveys; property descriptions, zoning and deed restrictions; all of which CONSULTANT may rely upon in performing services.

b. Guarantee access to and make all provisions for CONSULTANT to enter upon public and private property where required to perform services under this agreement.

c. Provide such legal, accounting, independent cost estimating, inspection, auditing and insurance counseling services as may be required for the Project.

d. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project.

2.0 STANDARD OF CARE

Services provided by the CONSULTANT under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession practicing contemporaneously under similar circumstances and in the same locality. CONSULTANT makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with CONSULTANT'S services.

3.0 OWNERSHIP OF INSTRUMENTS OF SERVICE: All reports, plans, specifications, computer files, field data, notes and other documents prepared by the CONSULTANT as instruments of service shall remain the property of the CONSULTANT. The CONSULTANT shall retain all common law, statutory and other reserved rights, including the copyright thereto and the rights of reuse. CLIENT may make and retain copies for information and reference in connection with the use and occupancy of the Project by CLIENT and others; however, such documents are not intended or represented to be suitable for reuse by CLIENT and others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at CLIENT'S sole risk and without liability to CONSULTANT.

4.0 USE OF ELECTRONIC MEDIA

The CLIENT agrees not to reuse electronic files, in whole or in part, for any purpose other than for the Project. The CLIENT agrees not to transfer to others any electronic files provided by the CONSULTANT without the prior written consent of the CONSULTANT. Electronic data files provided by the CONSULTANT to the CLIENT are subject to an acceptance period of 30-days during which time the CLIENT may perform appropriate acceptance reviews. After the acceptance period, the electronic files shall be deemed to be accepted and Consultant shall have no obligation to correct errors or maintain the electronic files. Because data and/or drawings stored on electronic media can deteriorate undetected or be modified without the CONSULTANT'S knowledge, the CLIENT agrees that the CONSULTANT shall not be held liable for the completeness or correctness of electronic data once the electronic media have left the possession of the CONSULTANT.

5.0 PAYMENTS

If CLIENT fails to make any payment due CONSULTANT for services and expenses within thirty days after receipt of CONSULTANT'S statement therefore, the amounts due CONSULTANT will be increased at the rate of 1.5% per month from said thirtieth day, and in addition, CONSULTANT may, after giving seven days written notice to CLIENT, suspend services under this Agreement until CONSULTANT has been paid in full all amounts due for services, expenses, and charges.

6.0 TERMINATION

The obligation to provide further services under this Agreement may be terminated by either party upon seven days written notice. In the event of any termination, CONSULTANT will be paid for all services performed to the date of termination and all Reimbursable Expenses. CONSULTANT shall have no liability to CLIENT on account of termination.

7.0 CONFIDENTIALITY

The CONSULTANT shall hold confidential and not disclose to any person or entity, other than the CONSULTANT'S employees, subconsultants, and suppliers if necessary for performance of services under this Agreement, any business or technical information not previously known to and generated by the CONSULTANT or furnished to the CONSULTANT and marked CONFIDENTIAL by the CLIENT. These provisions shall not apply to information in whatever form that is in the public domain, nor shall it

restrict the CONSULTANT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other legitimate authority, or if disclosure is reasonably necessary for the CONSULTANT to defend itself from any legal action or claim.

8.0 ALLOCATION OF RISKS

8.1. INDEMNIFICATION. CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CONSULTANT, its officers, directors, employees and subconsultants against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with this Project or the performance of the services under this Agreement by any of the parties named above, excepting only those damages, liabilities or costs attributable to the negligent acts or negligent failure to act by the CONSULTANT.

8.2 LIMITATION OF LIABILITY. To the fullest extent permitted by law, and not withstanding any other provision of this Agreement, the total liability, in the aggregate, of the CONSULTANT and the CONSULTANT'S officers, directors, employees and subconsultants, and any of them, to the CLIENT and anyone claiming by or through the CLIENT, for any and all claims, losses, costs or damages, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the Project or the Agreement from any cause or causes shall not exceed the total compensation received by the CONSULTANT under this Agreement or the amount of $2,000,000, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

9.0 CORPORATE PROTECTION

It is intended by the parties to this Agreement that the CONSULTANT'S services in connection with the project shall not subject the CONSULTANT'S individual employees, officers, or directors to any personal legal exposure for the risks associated with this project. Therefore, and notwithstanding anything to the contrary contained herein, and CLIENT agrees that as the CLIENT'S sole and exclusive remedy, any claim, demand or suit shall be directed and or asserted only against CONSULTANT, an Iowa corporation, and not against any of the CONSULTANT'S employees, officers, or directors.

10.0 EFFECT OF PURCHASE ORDERS

In the event that CLIENT issues to CONSULTANT a purchase order, order acknowledgement, order confirmation, or similar document, none of the terms or conditions stated or referred to thereon shall alter or add to any of the terms of this Agreement. Such document, whether or not signed by the CONSULTANT, shall be considered only as a document for CLIENT'S internal management of its operations.

11.0 SUCCESSORS AND ASSIGNS

Neither CLIENT nor CONSULTANT shall assign, sublet or transfer any rights under or interest in this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this provision shall prevent CONSULTANT from employing such independent professional associates and consultants as CONSULTANT may deem appropriate to assist in the performance of services hereunder.

Nothing under this Agreement shall be construed to give any rights or benefits in the Agreement to anyone other than CLIENT and CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of CLIENT and CONSULTANT and not for the benefit of any other party.

12.0 OTHER

The titles used in this instrument are for general reference only and are not part of the Agreement.

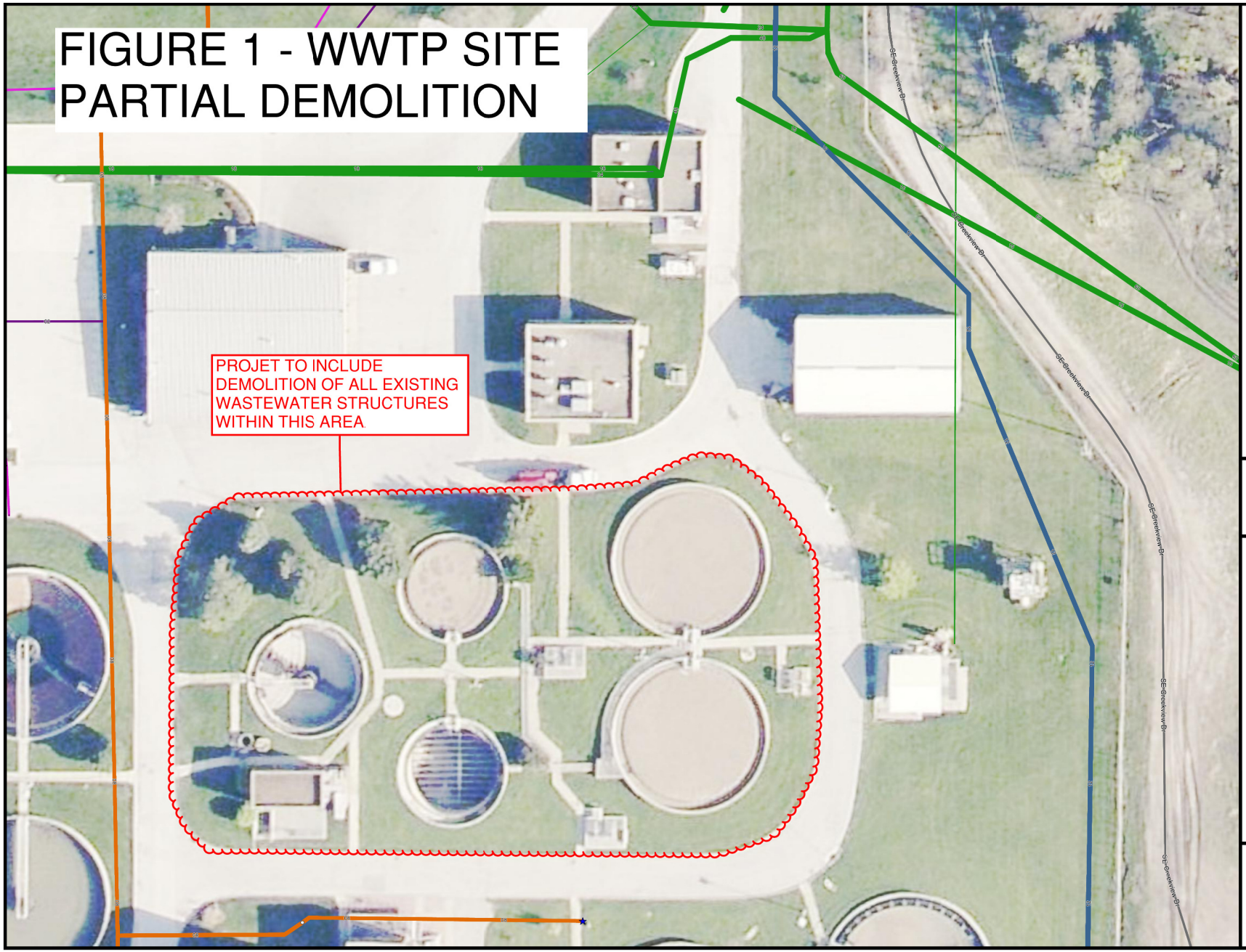
Any provisions of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect.

All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the CLIENT and the CONSULTANT shall survive the completion of the services hereunder and the termination of this Agreement.

This Agreement is to be governed by the law of the state in which the Project is located.

End of General Terms and Conditions

FIGURE 1 - WWTP SITE PARTIAL DEMOLITION



LEGEND

WaterPoints
- OTHER
- HYD

WaterLines
- 01
- 02
- 03
- 04
- 06
- 08
- 10
- 12
- 14
- 16
- 18
- 24

SanitaryPipes
- <15
- 15+

SanitaryManholes
StormPoints
StormLines
CityOfAnkeny_Roads

NORTH

0 20 40
SCALE

FOX engineering

K:\!proj\3000\3379-20A - Ankeny ASR\Drawings\GIS\3379-20A WWTP.dwg

October 8, 2021

Don Clark, P.E.
Municipal Utilities Director
City of Ankeny
220 West 1st Street
Ankeny, IA 50023

RE: Amendment to Agreement for Engineering Services
ASR Well #1 Replacement Project – Partial Demolition of Wastewater Treatment Plant – Construction Phase Services, Ankeny, Iowa
FOX Ref. No. 3379-20A

Dear Mr. Clark:

Thank you for contacting FOX Engineering Associates, Inc. regarding your need for additional engineering services related to the ASR Well #1 Replacement Project – Partial Demolition of Wastewater Treatment Plant, hereafter referred to as the project.

In August 2021, FOX Engineering and the City of Ankeny entered into an engineering agreement for preparation of plans, specifications, and bidding documents for the partial demolition of the Wastewater Treatment Plant to allow construction of the ASR project. The bidding has been completed, and a contract will be awarded for the demolition project. The city wishes to retain FOX Engineering for construction phase services related to the demolition project. The demolition project is expected to begin within the next month and be completed by April 2022. In response to your request, we are pleased to submit this Agreement for Engineering Services for your consideration.

GENERAL PROJECT DESCRIPTION: The project includes demolition of the following structures at the abandoned wastewater treatment plant: Sludge Pump Building, Sludge Thickener, Aeration Tanks 1, 2, 3, & 4, Aeration Tank Splitter Box, Final Clarifier Splitter Box, Diversion Box, and miscellaneous manholes, sidewalks, intakes, valve boxes, and other structures as detailed on the plans.

ENGINEER'S SCOPE OF SERVICES: Our Basic Services will consist generally of construction phase engineering services including construction administration, part-time resident project representative services, and compaction testing of backfill, as follows:

1. **Construction Administration (Hourly Estimated):**
   a) FOX will attend and administer the preconstruction meeting, monthly progress meetings as needed & make site visits as necessary.
   b) FOX will report to Owner when items of construction require attention.
   c) FOX will provide submittal review, progress payment review, review information requests and other correspondence from Contractor as necessary during administration of the project.
   d) FOX will prepare a punch list and certificates of completion for final acceptance of the project.

2. **Construction Resident Project Representative (Hourly Estimated):**
   a) FOX will provide part-time observation for the project during controlling items of work, primarily structural backfill operations. This work will include recording and reporting items of work as necessary to the Engineer as well as taking construction photographs.

b) Backfill and compaction testing will be provided by FOX's Subconsultant, Allender Butzke Engineers.
c) FOX will witness tests as required during construction.
d) See Attachment A for duties and responsibilities.

3. Additional Services:

a) Additional services beyond the Basic Services identified above may be provided if authorized by Owner. An equitable adjustment in fees will be negotiated for additional services.

OWNER'S RESPONSIBILITIES: In addition to other responsibilities of Owner as set forth in this agreement, Owner shall at its expense:

1. Provide Engineer with all criteria and full information as to Owner's requirements for the Project.

2. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.

3. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of the presence at the Site of any Constituent of Concern, or of any other development that affects the scope or time of performance of Engineer's services, or any defect or nonconformance in Engineer's services, the Work, or in the performance of any Contractor.

4. Authorize Engineer to provide Additional Services as required.

5. Examine all proposals, RFI's, change orders, and other documents presented by Engineer (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

6. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.

FEES: The fees for the Project shall be as follows:

Phase	(Hourly/Lump Sum)	Amount
Construction Phase Services	Hourly + Reimbursable Expenses (1)	$18,400
Resident Project Representative	Hourly + Reimbursable Expenses (1)	$4,600
Backfill and Compaction Testing	Hourly + Reimbursable Expenses (1)	$6,100

- The total estimated standard hourly + reimbursable fees..... $29,100

Notes:

(1) Amounts listed above that are based on Standard Hourly Rates and Reimbursable Expenses are estimates only; actual fees and charges for those items may differ from the estimated amounts but will not exceed the estimated amount without prior written approval by the Owner.

If there are protracted delays for reasons beyond our control, we would expect to negotiate with you an equitable adjustment of the fees and schedule, taking into consideration the impact of such delay.

ENGINEER'S CONSULTANTS:

1. Allender Butzke Engineers

SPECIAL NOTES:

1. If you have special contact or communication requirements, you will need to advise us accordingly. Unless otherwise directed, the City of Ankeny's contact shall be Don Clark.

2. City will need to make available to us all pertinent existing data as well as full information as to your requirements, including any special or extraordinary services.

3. FOX Engineering will also provide such additional services that you may request to be billed at our standard hourly rate plus reimbursable expenses.

This Agreement, Attachment A, and the accompanying General Terms and Conditions consisting of two (2) pages represent the entire understanding between the City of Ankeny and FOX Engineering Associates, Inc. in respect to the Project, and may only be modified in writing signed by both parties. If this Agreement satisfactorily sets forth your understanding of the Project, our services, and your responsibilities, please execute each of two (2) copies in the space provided below and return one (1) copy to us as notice to proceed.

Respectfully submitted,
FOX Engineering Associates, Inc.

Steven J. Troyer, P.E., BCEE
President

Attachments: Attachment A – Duties, Responsibilities, and Limitations of Authority of RPR
General Terms and Conditions (2 pages)

Accepted this _____ day of _____, 2021,

For the City of Ankeny:

_____ _____

By authorized contracting official:
(signature) (printed name & title)

(This Proposal is open for acceptance for 30 days from the date of issuance, unless extended in writing by us.)

Attachment A - Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

A. Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.

B. Through RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, of this Agreement are applicable.

C. The duties and responsibilities of the RPR are as follows:

1. *General:* RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.

2. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate, prepare and circulate copies of minutes thereof.

3. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.

4. *Liaison:*

    a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.

    b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.

    c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.

5. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor.

6. *Shop Drawings and Samples:*

    a. Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.

    b. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.

7. *Proposed* M*odifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.

8. *Review of Work; Defective Work:*

    a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.

    b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work. ; and

    c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

9. *Inspections, Tests, and System Start-ups:*

    a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.

    b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.

    c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.

    d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

10. *Records*:

a. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.

b. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.

11. *Reports:*

a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule.

b. Recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.

c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.

d. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

12. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

13. *Completion*:

a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.

b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.

c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).

D. Resident Project Representative shall not:

1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).

2. Exceed limitations of Engineer's authority as set forth in this Agreement.

3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.

4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.

5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.

6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.

7. Accept Sample submittals from anyone other than Contractor.

8. Authorize Owner to occupy the Project in whole or in part.

GENERAL TERMS AND CONDITIONS

Attached to and made a part of the letter agreement dated October 8, 2021, between the **City of Ankeny** (CLIENT) and **FOX Engineering Associates, Inc**. (CONSULTANT) in respect of the work described as therein.

1.0 CLIENT'S RESPONSIBILITIES

1.1 CLIENT shall provide all criteria and full information as to CLIENT'S requirements for the project: designate a person to act with authority on CLIENT'S behalf in respect of all aspects of the project; examine and respond promptly to CONSULTANT'S submissions; and give prompt written notice to CONSULTANT whenever CLIENT observes or otherwise becomes aware of any defect in the work.

1.2 CLIENT shall also do the following and pay all costs incident thereto:

a. Furnish to CONSULTANT all pertinent information, which may include but not be limited to borings, probings, and subsurface explorations, laboratory tests and inspections of samples, materials, and equipment; appropriate professional interpretations of all of the foregoing, environmental assessment and impact statements, property and utility surveys; property descriptions, zoning and deed restrictions; all of which CONSULTANT may rely upon in performing services.

b. Guarantee access to and make all provisions for CONSULTANT to enter upon public and private property where required to perform services under this agreement.

c. Provide such legal, accounting, independent cost estimating, inspection, auditing and insurance counseling services as may be required for the Project.

d. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project.

2.0 STANDARD OF CARE

Services provided by the CONSULTANT under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession practicing contemporaneously under similar circumstances and in the same locality. CONSULTANT makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with CONSULTANT'S services.

3.0 OWNERSHIP OF INSTRUMENTS OF SERVICE: All reports, plans, specifications, computer files, field data, notes and other documents prepared by the CONSULTANT as instruments of service shall remain the property of the CONSULTANT. The CONSULTANT shall retain all common law, statutory and other reserved rights, including the copyright thereto and the rights of reuse. CLIENT may make and retain copies for information and reference in connection with the use and occupancy of the Project by CLIENT and others; however, such documents are not intended or represented to be suitable for reuse by CLIENT and others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at CLIENT'S sole risk and without liability to CONSULTANT.

4.0 USE OF ELECTRONIC MEDIA

The CLIENT agrees not to reuse electronic files, in whole or in part, for any purpose other than for the Project. The CLIENT agrees not to transfer to others any electronic files provided by the CONSULTANT without the prior written consent of the CONSULTANT. Electronic data files provided by the CONSULTANT to the CLIENT are subject to an acceptance period of 30-days during which time the CLIENT may perform appropriate acceptance reviews. After the acceptance period, the electronic files shall be deemed to be accepted and Consultant shall have no obligation to correct errors or maintain the electronic files. Because data and/or drawings stored on electronic media can deteriorate undetected or be modified without the CONSULTANT'S knowledge, the CLIENT agrees that the CONSULTANT shall not be held liable for the completeness or correctness of electronic data once the electronic media have left the possession of the CONSULTANT.

5.0 PAYMENTS

If CLIENT fails to make any payment due CONSULTANT for services and expenses within thirty days after receipt of CONSULTANT'S statement therefore, the amounts due CONSULTANT will be increased at the rate of 1.5% per month from said thirtieth day, and in addition, CONSULTANT may, after giving seven days written notice to CLIENT, suspend services under this Agreement until CONSULTANT has been paid in full all amounts due for services, expenses, and charges.

6.0 TERMINATION

The obligation to provide further services under this Agreement may be terminated by either party upon seven days written notice. In the event of any termination, CONSULTANT will be paid for all services performed to the date of termination and all Reimbursable Expenses. CONSULTANT shall have no liability to CLIENT on account of termination.

7.0 CONFIDENTIALITY

The CONSULTANT shall hold confidential and not disclose to any person or entity, other than the CONSULTANT'S employees, subconsultants, and suppliers if necessary for performance of services under this Agreement, any business or technical information not previously known to and generated by the CONSULTANT or furnished to the CONSULTANT and marked CONFIDENTIAL by the CLIENT. These provisions shall not apply to information in whatever form that is in the public domain, nor shall it

restrict the CONSULTANT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other legitimate authority, or if disclosure is reasonably necessary for the CONSULTANT to defend itself from any legal action or claim.

8.0 ALLOCATION OF RISKS

8.1. INDEMNIFICATION. CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CONSULTANT, its officers, directors, employees and subconsultants against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with this Project or the performance of the services under this Agreement by any of the parties named above, excepting only those damages, liabilities or costs attributable to the negligent acts or negligent failure to act by the CONSULTANT.

8.2 LIMITATION OF LIABILITY. To the fullest extent permitted by law, and not withstanding any other provision of this Agreement, the total liability, in the aggregate, of the CONSULTANT and the CONSULTANT'S officers, directors, employees and subconsultants, and any of them, to the CLIENT and anyone claiming by or through the CLIENT, for any and all claims, losses, costs or damages, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the Project or the Agreement from any cause or causes shall not exceed the total compensation received by the CONSULTANT under this Agreement or the amount of $2,000,000, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

9.0 CORPORATE PROTECTION

It is intended by the parties to this Agreement that the CONSULTANT'S services in connection with the project shall not subject the CONSULTANT'S individual employees, officers, or directors to any personal legal exposure for the risks associated with this project. Therefore, and notwithstanding anything to the contrary contained herein, and CLIENT agrees that as the CLIENT'S sole and exclusive remedy, any claim, demand or suit shall be directed and or asserted only against CONSULTANT, an Iowa corporation, and not against any of the CONSULTANT'S employees, officers, or directors.

10.0 EFFECT OF PURCHASE ORDERS

In the event that CLIENT issues to CONSULTANT a purchase order, order acknowledgement, order confirmation, or similar document, none of the terms or conditions stated or referred to thereon shall alter or add to any of the terms of this Agreement. Such document, whether or not signed by the CONSULTANT, shall be considered only as a document for CLIENT'S internal management of its operations.

11.0 SUCCESSORS AND ASSIGNS

Neither CLIENT nor CONSULTANT shall assign, sublet or transfer any rights under or interest in this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this provision shall prevent CONSULTANT from employing such independent professional associates and consultants as CONSULTANT may deem appropriate to assist in the performance of services hereunder.

Nothing under this Agreement shall be construed to give any rights or benefits in the Agreement to anyone other than CLIENT and CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of CLIENT and CONSULTANT and not for the benefit of any other party.

12.0 OTHER

The titles used in this instrument are for general reference only and are not part of the Agreement.

Any provisions of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect.

All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the CLIENT and the CONSULTANT shall survive the completion of the services hereunder and the termination of this Agreement.

This Agreement is to be governed by the law of the state in which the Project is located.

End of General Terms and Conditions

??

ANKENY CITY COUNCIL

City Council Agenda

March 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: ?? COUNCIL GOAL:

Public Works

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Amendment No. 2 to the Professional Services Agreement increasing the contract amount by $166,120.00 with JEO Consulting Group for construction engineering services on the SE 3rd Street Utility Improvements - Phase 1 project.

EXECUTIVE SUMMARY:

JEO Consulting Group completed the design of the SE 3rd Street Utility Improvements - Phase 1 project which was bid locally on January 11, 2022. The Public Works Department proposes to continue using JEO Consulting Group for construction engineering services during construction of the project.

The scope of the construction engineering services and the corresponding fees are shown in the attached Amendment No. 2 to the Professional Services Agreement. A copy of the original Professional Services Agreement and Amendment No. 1 are also attached for reference.

The fee for the additional engineering services is $166,120.00. The original Professional Services Agreement and Amendment No. 1 for design engineering services is $141,445.00. Adding Amendment No. 2 to the Professional Services Agreement increases the total contract amount to $307,565.00.

It is recommended that the City Council approve Amendment No. 2 to the Professional Services Agreement with JEO Consulting Group in the amount of $166,120.00 for the SE 3rd Street Utility Improvements - Phase 1 project.

FISCAL IMPACT: **??No**

The project's construction and associated construction engineering services are included in the 2022 CIP.

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Amendment No. 2
Amendment No. 1
PSA

This is **EXHIBIT G**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated December 7, 2020.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 2

The Effective Date of this Amendment is: March 7, 2022.

Background Data

Effective Date of Owner-Engineer Agreement: **December 7, 2020**

Owner: **City of Ankeny, Iowa**

Engineer: **JEO Consulting Group, Inc.**

Project: **SE 3rd Street Utility Improvements – Phase 1**

Nature of Amendment:

X Additional Services to be performed by Engineer

X Modifications of payment to Engineer

Description of Modifications:

This Amendment is associated with the design of ADA compatible sidewalk ramps on the East side of SE 3rd Street and SE Trilein Drive intersection, and construction services for the SE 3rd Street Utility Improvements – Phase 1 Project. These services include:

Exhibit A – Scope of Services, Section I, Project Description

Replace the following subsection to read:

C. Installing 4-ft wide sidewalk along both sides of SE 3rd Street, including the design of ADA accessible sidewalk ramps on all four quadrants of the SE 3rd Street and SE Trilein Drive intersection. It is expected that these sidewalks will be installed within the existing 50-ft right-of-way.

Exhibit A – Scope of Service, Section VII, Final Design Services

Replace the following subsection to read:

A.ii.12. Sidewalk Layout and Tabulation (S-sheets)

1. Include ADA accessible sidewalk ramps on all four quadrants of the SE 3rd Street and SE Trilein Drive intersection.

Exhibit A – Scope of Services, Section IX, Construction Services

Replace the text to read:

A. Construction Administration
   i. The Engineer shall perform Project coordination with the Owner, adjacent property owners, and other necessary agencies.
   ii. The Engineer shall arrange and conduct a preconstruction meeting with the Owner and Contractor to review the project scope and intent, details of construction, contract requirements, and project schedule prior to construction.
   iii. The Engineer shall review shop drawings and other applicable submissions from the Contractor for compliance with the construction contract. Provide reviewed shop drawings to owner and contractor. Provide a shop drawing log to the owner.
   iv. The engineer shall review requests for information/clarifications on design and materials.
   v. The Engineer shall conduct on-site bi-weekly construction meetings with the Contractor.
   vi. The Engineer shall review, make recommendations, and prepare change orders.
   vii. The Engineer shall prepare partial payment applications, change orders and make recommendations to the Owner for their acceptance.
   viii. The Engineer shall review the project to determine completion in substantial conformance with the contract documents and recommend acceptance to owner.
   ix. The Engineer shall provide a certificate of completion for the project using the Owners template.

B. Construction Staking (Requires 48-hour notice)
   i. The Engineer shall provide all construction staking for the Project. The Construction documents state the Engineer shall provide one set of stakes for each construction operation. Any staking that is destroyed due to construction that must be replaced, will be at the Contractor's expense.
   ii. Detail staking to be provided
      i. Project site horizontal and vertical control point verification and setup (Horizontal and vertical control points will be available for the grading and building contractor for machine control).
      ii. Existing pavement removals and construction limits (100' intervals and points of deflection).
      iii. Roadway sub-grade checks (Check stakes provided on centerline/100' intervals throughout the roadway).
      iv. Storm sewer pipe, structures, and structure adjustments (SUDAS station location offsets with flow line and rim/form grade/inlet elevations).
      v. Sanitary sewer pipe, structures, and structure adjustments (SUDAS station location offsets with flow line and rim elevations).
      vi. Hydrant locations, water main pipe, water critical crossings, structures and adjustments (Centerline pipe, top of pipe elevations, hydrant structure offsets).
      vii. Roadway pavement pave-thrus and intersection back of curb (Paving hubs staked on 25' intervals in tangents and horizontal curves to a pre-determined height).
      viii. Driveway pavement (Paving hubs staked on 25' intervals and points of deflection, top of slab elevations).
      ix. Roadway sidewalk pavement (Paving hubs staked on 50' intervals and driveway edges. Offsets to a single edge to a pre-determined height). Set stakes for locations of sidewalk curbs.
      x. ADA compliance sidewalk (ADA ramp curb drops, top of ramp and landing/turning

space/level operating locations, corner offsets with elevations).

xi. Roadway lighting (Center of pole locations) for relocation of wood poles back into existing ROW post-construction.

xii. Pole locations for reinstallation of street signs.

C. Resident Project Representation

i. The Engineer will provide a Resident Project Representative to perform construction observation services for the Owner at the times and intervals appropriate to the stage of construction to observe the progress and quality of the work to determine if the results of the construction work are in general compliance with the Contract Documents. It is assumed that construction observations will be performed full time, approximately 7 hours per day, for most construction tasks unless otherwise noted herein.

ii. The Resident Project Representative shall attend the preconstruction conference and subsequent on-site meetings during construction as necessary.

iii. The Resident Project Representative will review the Contractor's work for general compliance with the plans and specifications.

iv. The Resident Project Representative shall verify materials delivered to the site by the Contractor are in accordance with the plans and specifications. Resident Project Representative reserves the right to reject any inappropriate or damaged materials. Resident Project Representative shall verify inappropriate or damaged materials are not incorporated into Project.

v. The Resident Project Representative shall immediately notify Engineer and Owner if they observe or have reason to believe the Contractor's construction methods or materials used do not meet the specifications. This may include the RPR, Engineer, or Owner directing the Contractor to stop work until the appropriate corrective measure(s) is determined.

vi. The Resident Project Representative shall observe proof rolls and spot check grading and subgrade preparation and review with the Contractor any deficiencies in the subgrade prior to paving. The Resident Project Representative shall observe moisture and density tests.

vii. The Resident Project Representative shall observe traffic control operations to ensure general compliance with the Contract Documents.

viii. The Resident Project Representative shall prepare a weekly report of working days using the Owners template.

ix. The Resident Project Representative shall measure and keep a record of contract quantities for payment applications and observe and document testing required of the Contractor.

x. The Resident Project Representative shall provide full-time observation for the construction of sanitary sewer and service construction, including observation of trench compaction, manhole pressure testing, review of televising, and spot-checking line and grade.

xi. The Resident Project Representative shall provide full-time observation for the construction of storm sewer and footing drain installation including periodic spot checks of line and grade, and observe trench compaction testing. the Resident Project Representative will review televising videos of the storm sewer and footing drain and will provide a list of observed deficiencies.

xii. The Resident Project Representative shall provide full-time observation for the construction of temporary and permanent water main and service construction, including

observing trench compaction, spot check line and grade, bacterial testing and pressure testing.

xiii. The Resident Project Representative shall be on-site full-time during roadway and sidewalk paving operations. The Resident Project Representative shall observe onsite plastic concrete testing operations and collect results. The result shall be provided to the Engineer and the Owner.

xiv. The Resident Project Representative shall observe painted pavement markings installation.

xv. The Resident Project Representative shall observe sawing and sealing of joints, where applicable.

xvi. The Resident Project Representative shall periodically observe all surface restoration.

D. Monument Preservation

i. The Engineer shall prepare a Monument Preservation Certificate in accordance with Iowa Code 355.6A. This document may include, but not be limited to, identifying the existing monuments within the project corridor and replacing any monument disturbed or removed at its preserved position. The results of this survey will be provided to the Owner for their record and recorded with the Polk County Recorder's Office. Assumes restoration of one monument.

E. Post-Construction Services

i. The Resident Project Representative shall perform a project walkthrough with the Owner and Contractor and review the project to determine if it has been completed in substantial conformance with the plans, specifications, and other contract documents and recommend acceptance to the Owner.

ii. The Resident Project Representative shall assist the Owner in developing a final punch list and verify completion of items for acceptance.

iii. The Resident Project Representative shall prepare and furnish as-built record drawings and XYZ data files of the Project in accordance with the Client's Post-Construction Submittal Requirements. The as-built drawings shall include storm, sanitary, and water main above ground structure location data and underground utility location data from construction phase, including XYZ locations of water main fittings, bends. The Resident Project Representative shall complete Owner's ADA Sidewalk Certification forms.

iv. The Resident Project Representative shall provide copies of field sketches, logs, etc. to Owner.

<u>Exhibit A – Scope of Service, Section X, Deliverables</u>

Add text to read:

G. ADA Sidewalk Certification Forms using Owners template
H. Televising videos, reports
I. Material submittals and log
J. Testing reports and documents
K. Weekly working day reports
L. Field sketches and observation log book(s)
M. Record drawing submittals per Owner's submittal requirements

Exhibit A – Scope of Service, Section XI, Fee Schedule (Hourly Not to Exceed)

Amend the Section XI of the original agreement with the following Section XI:

	Item	*Amendment #1 Total*	*Amendment #2*	*Total*
A.	Project Administration and Coordination	$20,475.00	$ 0.00	$ 20,475.00
B.	Topo. Survey and Data Collection			Completed
C.	Geotech. Eng. (Sub)	$ 7,000.00	$ 0.00	$ 7,000.00
D.	Preliminary Design Services	$62,090.00	$ 0.00	$ 62,090.00
E.	Project Information Meeting	$ 3,500.00	$ 0.00	$ 3,500.00
F.	Final Design Services	$44,840.00	$2,620.00	$ 47,460.00
G.	Bidding Phase Services	$ 3,540.00	$ 0.00	$ 3,540.00
H.	Construction Services	$ 0.00	$163,500.00	$163,500.00
	Total	**$141,445.00**	**$166,120.00**	**$307,565.00**

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit A, Exhibit B, Exhibit C, Exhibit D, Exhibit E, and Exhibit F.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER: **City of Ankeny, Iowa**

By: _____

Print Name: _____

Title: Mayor

Date Signed: _____

ENGINEER: **JEO Consulting Group, Inc.**

By:

Print Name: Rob Haaland, PE

Title: Project Manager

Date Signed: 02/25/2022

This is **EXHIBIT F**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated December 7, 2020.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 1

The Effective Date of this Amendment is: June 7, 2021.

Background Data

Effective Date of Owner-Engineer Agreement: **December 7, 2020**

Owner: **City of Ankeny, Iowa**

Engineer: **JEO Consulting Group, Inc.**

Project: **SE 3rd Street Utility Improvements – Phase 1**

Nature of Amendment:

X Additional Services to be performed by Engineer

X Modifications of payment to Engineer

Description of Modifications:

This Amendment is associated with Sanitary Sewer Design services for the SE 3rd Street Utility Improvements – Phase 1 Project. These services include:

Exhibit A – Scope of Services, Section I, Project Description

Replace the following subsection to read:

G. Installing new sanitary sewer along SE 3rd Street from US Highway 69/S Ankeny Blvd to SE Trilein Drive. The proposed sanitary sewer will tie into the existing sanitary sewer with a new manhole (possible drop manhole) near US Highway 69/S Ankeny Blvd intersection. Additionally, the proposed sanitary sewer will tie into the existing sanitary sewer at the SE Trilein Drive intersection with a replacement manhole just West of the intersection. All manholes (new and existing) along the corridor will have self-leveling castings installed. Manholes that will be left in place will be field reviewed and evaluated for possible major manhole adjustment design to accommodate self-leveling castings. The proposed sanitary sewer will also be tied into the existing sanitary sewer that runs along the centerline of SE Sharon Drive. Sanitary sewer service stubs will be designed and included for each property along the corridor that has an existing sanitary sewer service stub. All proposed sanitary sewer is expected to be 15-inch, but will match existing sanitary sewer capacity, as indicated by City of Ankeny.

Exhibit A – Scope of Service, Section V, Preliminary Design Services

Replace the following subsection to read:

x. Sanitary Sewer Plan and Profile (MSA-Sheets)

1. It is expected the existing sanitary sewer along SE 3rd Street from the east return of US Highway 69/S Ankeny Blvd to SE Trilein Drive will be replaced with a 15-inch sanitary sewer size to match the existing capacity.

Exhibit A – Scope of Service, Section VII, Final Design Services

Add the following subsection to Section A.ii.:

15. Sanitary Sewer Plan and Profile from SE Sharon Drive to SE Trilein Drive. (MSA-Sheets)

Exhibit A – Scope of Service, Section XI, Fee Schedule (Hourly Not to Exceed)

Amend the Section XI of the original agreement with the following Section XI:

	Item	*Original Agreement*	*Amendment #1*	*Total*
A.	Project Administration and Coordination	$19,130.00	$1,345.00	$ 20,475.00
B.	Topo. Survey and Data Collection			Completed
C.	Geotech. Eng. (Sub)	$ 7,000.00	$ 0.00	$ 7,000.00
D.	Preliminary Design Services	$55,350.00	$6,740.00	$ 62,090.00
E.	Project Information Meeting	$ 3,500.00	$ 0.00	$ 3,500.00
F.	Final Design Services	$41,040.00	$3,800.00	$ 44,840.00
G.	Bidding Phase Services	$ 3,540.00	$ 0.00	$ 3,540.00
H.	Construction Services			By Amendment
	Total	**$129,560.00**	**$11,885.00**	**$141,445.00**

Exhibit A – Scope of Service, Section XII, Timeline

Replace the following subsection to read:

A. The following is the estimated time frame for this project. All calendar days are estimated, subject to acceptance day with Owner.

i.	Notice to Proceed	12/08/2020
ii.	Preliminary Plan Design	12/08/2020 - 05/28/2021
iii.	Preliminary Plans to Owner for Review	05/28/2021
iv.	Preliminary Plan Comments to Engineer	06/21/2021
v.	Project Information Meeting	07/20/2021
vi.	Final Plan and Contract Document Design	06/21/2021 - 09/13/2021
vii.	Final Plans and Cont. Docs to Owner for Review	09/13/2021
viii.	Final Plans and Contract Doc Comments to Engineer	10/11/2021
ix.	Final Design Completed - Contract Docs to Owner	11/08/2021
x.	Project Bid Letting	12/14/2021
xi.	Contract Award	12/20/2021
xii.	Phase 1 Construction Begins	Approximately 04/01/2022

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit A, Exhibit B, Exhibit C, Exhibit D, and Exhibit E.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER: **City of Ankeny, Iowa**	ENGINEER: **JEO Consulting Group, Inc.**
By: _____	By:
Print Name: Gary Lorenz	Print Name: Timothy Sheets, PE
Title: Mayor	Title: Project Manager
Date Signed: _____	Date Signed: 05-14-2021

AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of _____, 2020 ("Effective Date") between City of Ankeny, Iowa ("Owner") and JEO Consulting Group, Inc. ("Engineer").

Owner's project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

SE 3rd Street Utility Improvements – Phase 1 ("Project").

JEO Project Number: 200170.01

Owner and Engineer further agree as follows:

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 - OWNER'S RESPONSIBILITIES

2.01 Owner Responsibilities

A. Owner responsibilities are outlined in Section XIV of Exhibit A and Section 3 of Exhibit B.

ARTICLE 3 - COMPENSATION

3.01 Compensation

A. Owner shall pay Engineer as set forth in Exhibit A and per the terms in Exhibit B.

B. The fee schedule is outlined in Exhibit A.

C. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to Engineer. The current hourly rate schedule is set forth in Exhibit C.

ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS

4.01 Exhibits

Exhibit A – Scope of Services
Exhibit B – General Conditions
Exhibit C – Standard Hourly Rate Schedule
Exhibit D – City of Ankeny Insurance Requirements for Professional Services
Exhibit E – Project Location Map

4.02 Total Agreement

A. This Agreement (consisting of pages 1 to 2 inclusive, together with the Exhibits identified as included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Owner: City of Ankeny, Iowa	Engineer: JEO Consulting Group, Inc.
By:	By: Scott Port
Gary Lorenz (Print Name)	Scott Port, P.E. (Print Name)
Title: Mayor	Title: Project Manager
Date Signed:	Date Signed: November 19, 2020
Address for giving notices:	Address for giving notices:
City of Ankeny – Public Works	JEO Consulting Group, Inc.
220 W 1st Street	1615 SW Main Street, Suite 205
Ankeny, IA 50023	Ankeny, IA 50023-7261

JEO Consulting Group, Inc.
SCOPE OF SERVICES

I. Project Description

A. The overall project of SE 3rd Street Utility Improvements will be split into two phases for design and construction as portions of Phase 1 and Phase 2 will be completed within this agreement. Project limits are referenced as the following within this agreement:
   i. SE 3rd Street Utility Improvements – Phase 1 ("Phase 1"): From immediately east of the intersection of SE 3rd Street and SE Sharon Drive to the intersection of SE 3rd Street and SE Trilein Drive.
   ii. SE 3rd Street Utility Improvements – Phase 2 ("Phase 2"): From the east return of US Highway 69/S Ankeny Blvd and SE 3rd Street intersection to immediately east of the intersection of SE 3rd Street and SE Sharon Drive (west end of Phase 1).

B. The Project includes preliminary design for the reconstruction of SE 3rd Street (27-foot or 31-foot wide urban section – roadway width to be determined during design and consideration from corridor property owners) for Phases 1 and Phase 2 projects and the final design of the Phase 1 project. The preliminary design includes reconstructing the approaches of SE Grant Street and SE Sharon Drive.

C. Installing 4-ft wide sidewalk along both sides of SE 3rd Street. It is expected that these sidewalks will be installed within the existing 50-ft right-of-way.

D. Installing new driveway approaches from the roadway to the back side of the sidewalk. In some instances, additional driveway removal and replacement may be necessary in order to meet current SUDAS Design Standards.

E. Installing new storm sewer along the north side of SE 3rd Street within the project limits as outlined in the "SE 3rd Street Area Storm Sewer Improvements" Study. Storm sewer pipe cross run trenches will be filled with rock from the bottom of the trench to the bottom of the modified subbase.

F. Removing the existing 4-inch/6-inch water main along the south side of the project and installing a new 8-inch water main, including new hydrants, valves, fittings, curb stops (located within the sidewalk), and water services from the water main to the curb stop. Temporary water main in order to maintain services to property owners will be included as part of the project.

G. Installing new sanitary sewer along SE 3rd Street from US Highway 69/S Ankeny Blvd to SE Sharon Drive. The proposed sanitary sewer will tie into the existing sanitary sewer with a new manhole (possible drop manhole) near US Highway 69/S Ankeny Blvd intersection. Additionally, the proposed sanitary sewer will tie into the existing sanitary sewer at the SE Sharon Drive intersection. The sanitary sewer from SE Sharon Drive to SE Trilein Drive has been slip lined and is expected to not be disturbed. All manholes (new and existing) along the corridor will have self-leveling castings installed. Manholes that will be left in placed will be field reviewed and the need for major manhole adjustments in order to accommodate self-leveling castings will be evaluated and designed.

H. Subdrain will be installed along the project corridor and installed along both (north and south) sides of the roadway. This also includes new storm sewer service stubs to be stubbed immediately outside of the proposed sidewalk.

I. The Engineer will complete the preliminary design and plans for both Phase 1 and Phase 2 projects and the final design, plans, contract documents, permits, and bidding assistance for Phase 1 of SE 3rd Street Utility Improvements Project. Phase 2 final design as well as Phase 1 and Phase 2 construction administration, construction staking, resident project representative, and post-construction services will be performed under a separate agreement or amendment.

JEO Consulting Group, Inc.
SCOPE OF SERVICES

II. Project Administration and Coordination

A. The Engineer shall prepare and submit monthly invoice statements and progress reports.
B. The Engineer shall perform Project coordination with the Owner, property owners, and utility companies.
C. The Engineer shall schedule and attend one (1) meeting with each representative of the City's utilities (water and sanitary sewer) that will be affected.
D. The Engineer shall perform two (2) Project Team Meeting (PTM) with the Owner during the Preliminary Design Phase (Phase 1 and 2) and two (2) PTM with the Owner during the Final Design Phase of the Phase 1 project.
E. The Engineer shall perform a total of three (3) utility coordination meetings with the utility company representatives. One (1) meeting shall be during the preliminary design phase (Phase 1 and 2) and two (2) meetings shall be during the Phase 1 final design phase. These meetings are to identify conflicts, review utility relocation plans prepared by the utility companies, and help facilitate a schedule with the Owner and utility companies to perform private utility relocations prior to the Project construction.

III. Topographic Survey and Data Collection

A. The Engineer has completed this work under separate agreement.

IV. Geotechnical Engineering

A. Work includes truck mounted drilling equipment, mobilization determining boring locations, determining existing utility locations (Iowa One Call), drilling and sampling of five (5) borings at 25 feet deep and approximately spaced 300 feet apart, and traffic control with signs and cones.
B. The Engineer will perform laboratory testing, engineering analysis, and written report.
C. The Owner will coordinate and complete pavement cores and provide the information to the Engineer.

V. Preliminary Design Services

A. The Engineer will prepare 50% (Preliminary) design and plans for the proposed improvements along SE 3rd Street from U.S. Highway 69 to SE Trilein Drive (Phases 1 and 2) that include:
    i. Title Sheet (A-Sheet)
    ii. Typical Sections (B-Sheets)
        1. Existing 50-foot right-of-way.
        2. Roadway section is expected to be 27-foot or 31-foot from back of curb to back of curb with 4-foot wide sidewalk (5-foot wide sidewalk through driveways).
        3. Pavement thickness will be 8" PCC with a 6" modified subbase.
    iii. Estimated Quantities and General Notes (C-Sheets)
    iv. SE 3rd Street Roadway Plan and Profile from U.S. Highway 69/S Ankeny Blvd to SE Trilein Drive (D-Sheets). The plan set will include 31-foot b/b section. If 27-foot b/b section becomes the desired design, the Engineer will revise the plans and design as necessary.
    v. SE Grant Street and SE Sharon Drive Roadway Plan and Profile (E-Sheets)
    vi. Project Removals (F-Sheets)
    vii. Survey Control and Alignment (G-Sheets)
    viii. Preliminary Traffic Control and Staging – Phase 1 and Phase 2 (J-Sheets).
        1. It is expected that SE 3rd Street will be closed to all traffic and a single detour route will be utilized for SE 3rd Street thru traffic.
        2. Due to the length of each Phase, it is expected that each Phase will be split into

two stages.

ix. Storm Sewer Plan and Profile (M-Sheets)
   1. It is expected that a new storm sewer system will be installed along the north side of SE 3rd Street within the project limits. The "SE 3rd Street Area Storm Sewer Improvements" Study will be utilized to determine intake locations, pipe sizes and slopes, and pipe connections. Storm sewer pipe cross run trenches will be filled with rock from the bottom of the trench to the bottom of the modified subbase.
   2. New storm sewer service stubs to be stubbed immediately outside of the proposed sidewalk and connecting to the proposed longitudinal subdrain that will be placed along both sides of SE 3rd Street.
   3. Plan sheets will depict estimated utility crossing locations and depth in respect to the proposed storm sewer.

x. Sanitary Sewer Plan and Profile (MSA-Sheets)
   1. It is expected the existing sanitary sewer along SE 3rd Street from the east return of US Highway 69/S Ankeny Blvd to SE Sharon Drive will be replaced with a 15-inch sanitary sewer.
      a. A new manhole will replace an existing manhole at the intersection of SE 3rd Street and SE Sharon Drive where an existing manhole has an approximate sewer drop of 5-ft. The new sanitary sewer profile will eliminate the 5-ft drop at the manhole and the new profile west from this location will begin near the flowline of the existing sanitary sewer pipe that runs east.
      b. A new drop style manhole will be installed east of east return of the US Highway 69/S Ankeny Blvd and SE 3rd Street intersection in which the existing sanitary sewer will connect to the proposed sanitary sewer. Upgrades to the sanitary sewer west of this location and within the US Highway 69/S Ankeny Blvd intersection may take place on a future project.
   2. Plan sheets will depict estimated utility crossing locations and depth in respect to the proposed water main and existing and proposed sanitary sewer.

xi. Water Main Plan and Profile (MWM-Sheets)
   1. It is expected that the existing 4-inch / 6-inch water main will be removed and replaced with a new 8-inch water main, including new hydrants, valves, fittings, curb stops (located within the sidewalk), and water services from the water main to the curb stop, from U.S. Highway 69 to SE Trilein Drive.
   2. The new 8-inch water main will terminate near the east side end of the intersection return of US Highway 69/S Ankeny Blvd and SE 3rd Street. The valve on the west side of S Ankeny Blvd will be removed and the 4" water main will be capped.
   3. Plan sheets will depict estimated utility crossing locations and depth in respect to the proposed water main and existing and proposed sanitary sewer.
   4. A Leaking Underground Storage (LUST) site is located west of the intersection of US Highway 69 and SE 3rd Street (LUST Site# 8LTY74). Therefore, it is expected that the water main within 500-ft of the site will be designed with ductile iron pipe.
   5. Temporary water main access for residents and businesses will be designed and

incorporated within the plans.

xii. Sidewalk Layout (S-Sheets).
    1. New curb ramps are expected at:
        a. West ramps at SE Trilein intersection.
        b. All four quadrants and in each direction at SE Sharon Drive.
        c. All four quadrants and in each direction at SE Grant Street.
        d. None at US Highway 69/S Ankeny Blvd.

xiii. Special Detail, if necessary (U-Sheets)
    1. May include modified intakes and/or modified manhole(s)

xiv. Preliminary Cross Sections from U.S. Highway 69 to SE Trilein Drive (W-Sheets)

B. Provide internal QA/QC for the Project.
C. The Engineer shall review preliminary franchise utility relocation plans and provide comments. The Engineer will coordinate comments and plans with the Owner.
D. The Engineer will submit a preliminary plan set (including Phase 1 and Phase 2) to the Owner and applicable franchise utilities for review and comment.
E. The Engineer will prepare an Engineer's Preliminary Opinion of Probable Construction Cost for the Phase 1 and the Phase 2 projects (2 separate estimates).

Preliminary Design phase is considered complete when documents are reviewed by the Owner.

VI. Project Information Meeting

A. Prior to beginning the final design phase, the Engineer with the Owner shall conduct one (1) Project Information Meeting for the Project.
B. The Owner will provide meeting invitations to impacted owners, tenants, and residents along the project corridor. The Owner will provide the meeting facilities.
C. The Engineer will attend the meeting and provide a display drawing for use at the meeting that will depict Phase 1 and Phase 2 project details. A 27-foot wide and a 31-foot wide back of curb to back of curb typical section will be presented at the meeting for discussion with property owners with benefits of each option presented. The display will include an aerial display drawing the includes the 31-foot wide back of curb to back of curb typical section with general Phase and Stage break locations.
D. The Engineer will respond to any property owner questions.

VII. Final Design Services

A. Upon receipt of preliminary plan review comments from the Owner, the Engineer shall prepare 90% (Check) plans and contract documents for the Phase 1 project.
    i. Review Preliminary Plan comments from the Owner and internal QA/QC review and incorporate comments into the final design and plans.
    ii. Elements shown on the plans will include:
        1. Title Sheet (A-Sheet)
        2. Typical Sections and Details (B-Sheets)
        3. Estimated Quantities, Estimate Reference Information, and General Notes (C-Sheets)
        4. SE 3rd Street Roadway Plan and Profile from east of SE Sharon Drive to SE Trilein Drive (D-Sheets)
        5. Project Removals from SE Sharon Drive to SE Trilein Drive (F-Sheets)
        6. Survey Control and Alignment (G-Sheets)

7. Traffic Control and Staging with Signing (J-Sheets)
8. Intersection Jointing and Geometric Details (L-Sheets)
9. Storm Sewer Plan and Profile from SE Sharon Drive to SE Trilein Drive. (M-Sheets)
10. Water Main Plan and Profile from SE Sharon Drive to SE Trilein Drive. (MWM-Sheets)
11. Erosion Control Plan Sheets from SE Sharon Drive to SE Trilein Drive. (R-Sheets)
    a. Including a Storm Water Pollution Prevention Plan (SWPPP) general notes and erosion control plan.
    b. The Owner will provide the Engineer the SWPPP template.
12. Sidewalk Layout and Tabulation (S-Sheets)
13. Special Details, if necessary (U-Sheets)
14. Final Cross Sections from SE Sharon Drive to SE Trilein Drive (W-Sheets)

iii. The Engineer shall prepare bid documents that will include the Owner's front-end documents modified to support the Project. The SUDAS Standard Specifications and Owner's Supplemental Specifications shall be referenced for construction. Specifications may include Special Provisions to supplement SUDAS Standard Specifications.
iv. Provide internal QA/QC of the Project.
v. Provide 90% (Check) Engineer's Opinion of Probable Construction Cost for the Project.
vi. Furnish a copy of the check plans, specifications, and bid documents of the Project to the Owner for review.

B. Final 100% Plans and Specifications
   i. Upon receipt of the 90% (Check) plan and specification review and comments by the Owner, the Engineer shall incorporate comments and complete the plans, specifications, and bid documents for the project bid letting of the Phase 1 project.
   ii. The Engineer will prepare and submit the Water Main permit to the Iowa Department of Natural Resources. The Engineer will pay all permit fees, publication fees, and other associated fees.
   iii. NPDES Storm Water Permit
      1. The Engineer will obtain public notices and proof of publication, submitting Notice of Intent, and preparing the "initial" Storm Water Pollution Prevention Plan (SWPPP) for the project using the Owner's SWPPP template. The Owner is responsible for implementation during construction.
      2. The Engineer will pay all permit fees, publication fees, and other associated fees.
      3. The Engineer is not responsible or liable for compliance with any storm water discharge requirements at the site other than the preparation of the Notice of Intent for Storm Water Discharge Permit #2 applicable to the site and creation of the "initial" SWPPP for the site.
   iv. The Engineer will prepare and submit to the Owner an Engineer's Final Opinion of Probable Construction Cost for the Project. The estimate shall be based on engineering judgment and does not represent a guarantee of the actual construction costs. The Engineer has no control over the cost of labor, materials, equipment, market conditions, and the Contractor's method of determining bid prices.

C. The Engineer shall review final franchise utility relocation plans and provide comments. The Engineer will coordinate comments and plans with the Owner.

JEO Consulting Group, Inc.
SCOPE OF SERVICES

VIII. Bidding Phase Services

A. Bid Documents
   i. Furnish plans, specifications, and contract documents of the Project to the Owner and prospective bidders via upload to QuestCDN.
   ii. Issue addenda as appropriate to clarify, correct, or change bidding documents.

B. Advertising
   i. Answer questions from potential contractors, subcontractors, and suppliers, and coordinate with the Owner during this phase of services.

C. Bid Opening
   i. The Project will be let by the Owner and the Engineer will:
      1. Attend bid opening
      2. Confirm as bid prices
      3. Prepare tabulation of construction bids
      4. Prepare Contract and PPM Bond forms
      5. Recommend award of contract to the Owner

Bidding phase is considered complete when the Project is presented to City Council for award and approval.

IX. Construction Services

A. Construction services shall be performed under separate Agreement or Amendment.

X. Deliverables

A. Preliminary Design Drawings (11" x 17") – Electronic Copy and Five (5) Hard Copies
B. Engineer's Preliminary Opinion of Probable Construction Cost
C. Final Construction Drawings (11" x 17") – Electronic Copy and 5 Hard Copies
D. Front End Documents and Special Provisions – Electronic Copy and 5 Hard Copies
E. Engineer's Final Opinion of Probable Construction Cost
F. Pre-construction GIS/Survey Submittals per Owner's Requirements (Including Base Map and Project Design in AutoCAD format)

XI. Fee Schedule (Hourly Not to Exceed)

	Task	Streets	Storm Sewer	Sanitary Sewer	Water	Total
A.	Project Admin. & Coord.	$6,897.50	$4,077.50	$4,077.50	$4,077.50	$19,130.00
B.	Topo. Survey and Data Collection					Completed
C.	Geotech. Eng. (Sub)	--	--	$7,000.00	---	$7,000.00
D.	Preliminary Design Services	$26,176.25	$11,281.25	$8,086.50	$9,806.25	$55,350.00
E.	Project Information Meeting	$875.00	$875.00	$875.00	$875.00	$3,500.00
F.	Final Design Services	$19,816.70	$10,241.65	--	$10,981.65	$41,040.00
G.	Bidding Phase Services	$1,203.60	$1,168.20	--	$1,168.20	$3,540.00
H.	Construction Services					By Amendment
I.	Total	$54,969.05	$27,643.60	$20,038.75	$26,908.60	*$129,560.00*

JEO Consulting Group, Inc.
SCOPE OF SERVICES

XII. Timeline

A. The following is the estimated time frame for this project. All calendar days are estimated, subject to acceptance day with Owner.

i.	Notice to Proceed	December 8, 2020
ii.	Preliminary Plan Design	Dec. 8, 2020 – April 19, 2021
iii.	Preliminary Plans to Owner for Review (3 weeks)	April 19, 2021
iv.	Preliminary Plan Comments to Engineer	May 10, 2021
v.	Project Information Meeting	June 15, 2021
vi.	Final Plan and Contract Document Design	June 16, 2021 – Sept. 6, 2021
vii.	Final Plans and Contract Docs to Owner for Review (3 weeks)	September 6, 2021
viii.	Final Plans and Contract Document Comments to Engineer	October 4, 2021
ix.	Final Design Completed – Contract Documents to Owner	October 25, 2021
x.	Project Bid Letting	November 30, 2021
xi.	Contract Award	December 6, 2021
xii.	Phase 1 Construction Begins	Approximately April 1, 2022

* Note: Project schedule is dependent upon timely reviews by regulatory agencies and stakeholders, as well as timely project direction from the Owner. The Engineer shall not be responsible for delays in the schedule that are beyond the Engineer's control.

JEO Consulting Group, Inc.
SCOPE OF SERVICES

XIII. Additional Services Not Included in the Proposal

A. Phase 2 Final Design and Bidding Services.
B. Existing pavement cores.
C. Grant Administration.
D. Preparation and/or review of environmental studies including wetlands or cultural studies.
E. Subsurface Utility Exploration and coordination
F. Acquisition plats, exhibits, and legal descriptions for temporary easement, permanent easements, and fee title acquisitions.
G. Land purchase costs, closing costs associated with land acquisition, and costs associated with condemnation process.
H. Construction phase services including construction administration, resident project representation, or construction staking (to be negotiated at a later date).
I. Record drawings (to be negotiated at a later date).
J. Material testing services.
K. Boundary retracement of existing lots to set missing monuments.
L. Project management and coordination tasks beyond the scheduled project completion period.
M. Preparation of bidding or contract documents for alternate bid prices.
N. Other permits not indicated within this scope.
O. Special meetings and meetings not outlined in the Scope of Services.
P. Other services not specifically outlined in this Agreement.
Q. Record of Property Ownership and Lien Certificates, right-of-way negotiations, compensation estimates, warranty deeds, condemnation support.

XIV. Owner's Responsibilities

A. Provide timely plan reviews and the Engineer with all criteria and full information as to requirements for the project.
B. Perform and provide the Engineer with existing pavement cores along SE 3rd Street.
C. Televised videos and report of the existing sanitary sewer.
D. Provide copies of the most current water, sanitary sewer, storm sewer, and fiber optic base maps, and GIS data.
E. Give prompt written notice to Engineer of any hazardous environmental conditions.
F. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the agreement.
G. Provide a room/location for the Project Information Meeting.
H. Provide meeting invitations for the Project Information Meeting and notify the property owners along the project corridor of the meeting.
I. Provide a designated authorized project representative.
J. Attend meetings, if necessary, with each property owner located along the project corridor.
K. Record of Property Ownership and Lien Certificates, right-of-way negotiations, compensation estimates, and warranty deeds.
L. Other permit fees not specifically outlined in this agreement.

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC
GENERAL CONDITIONS

1. SCOPE OF SERVICES: JEO Consulting Group, Inc. (JEO) shall perform the services described in Exhibit A. JEO shall invoice the client for these services at the fee stated in Exhibit C.

2. ADDITIONAL SERVICES: JEO can perform work beyond the scope of services, as additional services, for a negotiated fee or at fee schedule rates.

3. CLIENT RESPONSIBILITIES: The client shall provide all criteria and full information as to the client's requirements for the project; designate and identify in writing a person to act with authority on the client's behalf in respect to all aspects of the project; examine and respond promptly to JEO's submissions; and give prompt written notice to JEO whenever the client observes or otherwise becomes aware of any defect in work.

Unless otherwise agreed, the client shall furnish JEO with right-of-access to the site in order to conduct the scope of services. Unless otherwise agreed, the client shall also secure all necessary permits, approvals, licenses, consents, and property descriptions necessary to the performance of the services hereunder. While JEO shall take reasonable precautions to minimize damage to the property, it is understood by the client that in the normal course of work some damage may occur, the restoration of which is not a part of this agreement.

4. TIMES FOR RENDERING SERVICES: JEO's services and compensation under this agreement have been agreed to in anticipation of the orderly and continuous progress of the project through completion. Unless specific periods of time or specific dates for providing services are specified in the scope of services, JEO's obligation to render services hereunder shall be for a period which may reasonably be required for the completion of said services.

If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or date are changed through no fault of JEO, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If the client has requested changes in the scope, extent, or character of the project, the time of performance of JEO's services shall be adjusted equitably.

5. INVOICES: JEO shall submit invoices to the client monthly for services provided to date and a final bill upon completion of services. Invoices are due and payable within 30 days of receipt. Invoices are considered past due after 30 days. Client agrees to pay a finance charge on past due invoices at the rate of 1.0% per month, or the maximum rate of interest permitted by law.

If the client fails to make any payment due to JEO for services and expenses within 30 days after receipt of JEO's statement, JEO may, after giving 7 days' written notice to the client, suspend services to the client under this agreement until JEO has been paid in full all amounts due for services, expenses, and charges.

6. STANDARD OF CARE: The standard of care for all services performed or furnished by JEO under the agreement shall be the care and skill ordinarily used by members of JEO's profession practicing under similar circumstances at the same time and in the same locality. JEO makes no warranties, express or implied, under this agreement or otherwise, in connection with JEO's services.

JEO shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the client shall not be responsible for discovering deficiencies therein. JEO shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in client furnished information.

7. REUSE OF DOCUMENTS: Reuse of any materials (including in part plans, specifications, drawings, reports, designs, computations, computer programs, data, estimates, surveys, other work items, etc.) by the client on a future extension of this project, or any other project without JEO's written authorization shall be at the client's risk and the client agrees to indemnify and hold harmless JEO from all claims, damages, and expenses including attorney's fees arising out of such unauthorized use.

8. ELECTRONIC FILES: Copies of Documents that may be relied upon by the client are limited to the printed copies (also known as hard copies) that are signed or sealed by JEO. Files in electronic media format of text, data, graphics, or of other types that are furnished by JEO to the client are only for convenience of the client. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk.

a. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it shall perform acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 30 day acceptance period shall be corrected by the party delivering the electronic files. JEO shall not be responsible to maintain documents stored in electronic media format after acceptance by the client.

b. When transferring documents in electronic media format, JEO makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by JEO at the beginning of the project.

c. The client may make and retain copies of documents for information and reference in connection with use on the project by the client.

d. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

e. Any verification or adaptation of the documents by JEO for extensions of the project or for any other project shall entitle JEO to further compensation at rates to be agreed upon by the client and JEO.

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC
GENERAL CONDITIONS

9. SUBCONSULTANTS: JEO may employ consultants as JEO deems necessary to assist in the performance of the services. JEO shall not be required to employ any consultant unacceptable to JEO.

10. INDEMNIFICATION: To the fullest extent permitted by law, JEO and the client shall indemnify and hold each other harmless and their respective officers, directors, partners, employees, and consultants from and against any and all claims, losses, damages, and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent such claims, losses, damages, or expenses are caused by the indemnifying parties' negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of JEO and the client, they shall be borne by each party in proportion to its negligence.

~~**11. INSURANCE:** JEO shall procure and maintain the following insurance during the performance of services under this agreement:~~

~~**a.** Workers' Compensation: Statutory~~

~~**b.** Employer's Liability~~

~~**i.** Each Accident: $500,000~~

~~**ii.** Disease, Policy Limit: $500,000~~

~~**iii.** Disease, Each Employee: $500,000~~

~~**c.** General Liability~~

~~**i.** Each Occurrence (Bodily Injury and Property Damage): $1,000,000~~

~~**ii.** General Aggregate: $2,000,000~~

~~**d.** Auto Liability~~

~~**i.** Combined Single: $1,000,000~~

~~**e.** Excess or Umbrella Liability~~

~~**i.** Each Occurrence: $1,000,000~~

~~**ii.** General Aggregate: $2,000,000~~

~~**f.** Professional Liability:~~

~~**i.** Each Occurrence: $1,000,000~~

~~**ii.** General Aggregate: $2,000,000~~

~~**g.** All policies of property insurance shall contain provisions to the effect that JEO and JEO's consultants' interests are covered and that in the event of payment of any loss or damage the insurers shall have no rights of recovery against any of the insureds or additional insureds thereunder.~~

~~**h.** The client shall require the contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause JEO and JEO's consultants to be listed as additional insured with respect to such liability and other insurance purchased and maintained by the contractor for the project.~~

12. TERMINATION: This agreement may be terminated by either party upon 7 days prior written notice. In the event of termination, JEO shall be compensated by client for all services performed up to and including the termination date. The effective date of termination may be set up to thirty (30) days later than otherwise provided to allow JEO to demobilize personnel and equipment from the site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files.

13. GOVERNING LAW: This agreement is to be governed by the law of the state in which the project is located.

14. SUCCESSORS, ASSIGNS, AND BENEFICIARIES: The client and JEO each is hereby bound and the partners, successors, executors, administrators and legal representatives of the client and JEO are hereby bound to the other party to this agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, with respect to all covenants, agreements and obligations of this agreement.

a. Neither the client nor JEO may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this agreement.

b. Unless expressly provided otherwise in this agreement: Nothing in this agreement shall be construed to create, impose, or give rise to any duty owed by the client or JEO to any contractor, contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

c. All duties and responsibilities undertaken pursuant to this agreement shall be for the sole and exclusive benefit of the client and JEO and not for the benefit of any other party.

15. PRECEDENCE: These standards, terms, and conditions shall take precedence over any inconsistent or contradictory language contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding JEO's services.

16. SEVERABILITY: Any provision or part of the agreement held to be void or unenforceable shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the client and JEO, who agree that the agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

17. E-VERIFY: JEO shall register with and use the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employees physically performing services within the state where the work shall be performed. Engineer shall require the same of each consultant.

JANUARY 1, 2020

JEO CONSULTING GROUP INC.
CURRENT HOURLY RATE SCHEDULE RANGE

ACTUAL HOUR BASIS

Project Managers:	$150.00	-	$280.00
Project Engineers/Architects:	$125.00	-	$225.00
Project Engineers (E.I.):	$105.00	-	$125.00
Designer:	$155.00	-	$185.00
Engineering/Surveying/ Architectural/Planning/GIS Technicians:	$75.00	-	$155.00
Office/Administrative:	$85.00	-	$135.00
Principals:	$190.00	-	$285.00

NOTE: Cost of telephone calls, copying, postage, travel expenses, mileage, meals, lodging, etc. are included in our hourly rates and fees, and not charged separately.

City of Ankeny Insurance Requirements for Professional Services

1. JEO Consulting Group, Inc. shall furnish a signed Certificate of Insurance to the City of Ankeny, Iowa for the coverage required in Exhibit A prior to commencing work and at the end of the project if the term of work is longer than 60 days. Providers presenting annual certificate shall present a Certificate at the end of each project with the final billing. Each Certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent. Each Certificate shall include a statement under Description of Operations as to why issued. Eg: Project # _____ or Lease of premises at _____ or construction of _____.

2. All policies of insurance required hereunder shall be with a carrier authorized to do business in Iowa and all carriers shall have a rating of A or better in the current A.M. Best's Rating Guide.

3. Each Certificate shall be furnished to the contracting department of the City of Ankeny.

4. Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Ankeny. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.

5. Subcontractors and sub subcontractor performing work or service shall provide a Certificate of Insurance in accord with Exhibit A.

6. All required endorsements to various policies shall be attached to Certificate of Insurance.

7. Whenever a specific ISO form is listed, an equivalent form may be substituted subject to the provider identifying and listing in writing all deviations and exclusions that differ from the ISO form.

8. Provider shall be required to carry the minimum coverage / limits, or greater if required by law or other legal agreement, in Exhibit A.

9. Whenever an ISO form is referenced the current edition of the form must be used.

10. By requiring such insurance, the City of Ankeny shall not be deemed or construed to have assessed the risk that may be applicable to the Contractor its agents, representatives, employees, or sub-consultants under this Contract. The insurance requirements herein for this Contract in no way limit the indemnity covenants contained in the Contract.

11. The City of Ankeny in no way warrants that the limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees, or subcontractors. The Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. The Contractor is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

Exhibit D

A) COMMERCIAL GENERAL LIABILITY

General Aggregate Limit	$ 2,000,000
Products-Completed Operations Aggregate Limit	$ 2,000,000
Personal and Advertising Injury Limit	$ 1,000,000
Each Occurrence	$ 1,000,000
Fire Damage Limit (any one occurrence)	$ 50,000
Medical Payments	$ 5,000

a) Coverage shall be written on an occurrence, not claims made, form. All deviations from the standard ISO commercial general liability form CG 0001, or Business owners form BP 0002, shall be clearly identified.
b) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit" or CG 25 03 "Designated Construction Project (s) General Aggregate Limit" as appropriate.
c) Include endorsement indicating that coverage is primary and non-contributory.
d) Include endorsement to preserve Governmental Immunity. (Sample attached).
e) Include an endorsement that deletes any fellow employee exclusion.
f) Include additional insured endorsement for:

The City of Ankeny, 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. Use ISO form CG 2026.

B) AUTOMOBILE LIABILITY $ 1,000,000 (Combined Single Limit)

C) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

Statutory benefits covering all employees injured on the job by accident or disease as prescribed by Iowa Code Chapter 85 as amended.

Coverage A	Statutory – State of Iowa
Coverage B	Employers Liability

Each Accident	$100,000
Each Employee-Disease	$100,000
Policy Limit-Disease	$500,000

Policy shall include an endorsement providing a waiver of subrogation to the City of Ankeny. Coverage B limits shall be greater if required by Umbrella Carrier.

D) UMBRELLA LIABILITY $ 2,000,000

Umbrella liability coverage must be at least following form with the underlying policies included herein.

E) PROFESSIONAL LIABILITY $ 2,000,000

- The Contractor shall maintain Errors and Omissions Liability covering negligent acts, errors and/or omissions, including design errors of the Contractor for damage sustained by reason of or in the course of operations under this Contract. ~~The policy/coverages shall be amended to include the following:~~

  ~~Amendment of any Contractual Liability Exclusion to state: "This exclusion does not apply to any liability of others which you assume under a written contract provided such liability is caused by your negligent acts."~~

- In the event that any professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Contract is completed.

- Policy shall contain a waiver of subrogation against the City of Ankeny.

F) CONTRACTOR'S ENVIRONMENTAL LIABILITY $ 2,000,000

- Applicable if Professional Services performed includes Environmental activities included but not limited to: use or application of hazardous materials, environmental testing, monitoring, assessment or cleanup, transportation of hazardous materials, pesticide spraying and certain recycling and waste reduction activities.

Preservation of Governmental Immunities Endorsement

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

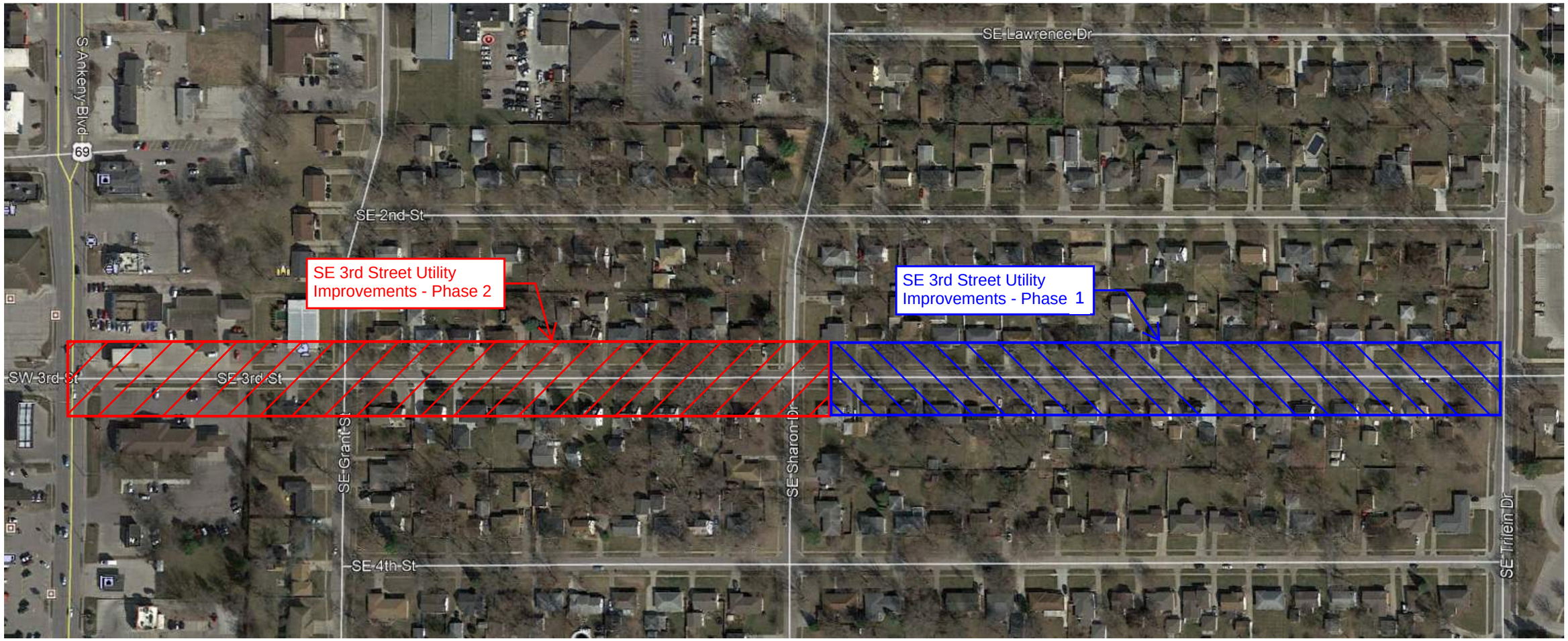
2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of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

3. Assertion of Governmental Immunity. The City of Ankeny, Iowa 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.

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 City of Ankeny, Iowa 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 City of Ankeny, Iowa.

5. No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under this policy.

Exhibit E - Project Location Map



??

ANKENY CITY COUNCIL

City Council Agenda

March 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: COUNCIL GOAL: ??

Municipal Utilities

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Amendment No. 3 to the Professional Services Agreement increasing the contract amount by $112,645.00 with Kirkham Michael & Associates, Inc., for construction engineering services on the NE Four Mile Drive RCB Culvert for Deer Creek project.

EXECUTIVE SUMMARY:

Kirkham Michael & Associates, Inc., (KM) has completed the design of the NE Four Mile Drive RCB Culvert for Deer Creek and the Municipal Utilities Department would like to extend the contract with KM to provide construction services for the project.

The scope of the construction engineering services and the corresponding fees are shown in the attached Amendment #3 to the Professional Services Agreement. A copy of the original Professional Services Agreement and amendments are also attached for reference. The fee for the construction engineering services is $112,645.00. The addition of Amendment #3 to the Professional Services Agreement increases the total contract amount to $215,865.00.

It is recommended that the City Council approve Amendment #3 to the Professional Services Agreement with Kirkham Michael & Associates, Inc., in the amount of $112,645.00 for the NE Four Mile Drive RCB Culvert for Deer Creek project.

FISCAL IMPACT: **??No**

This project is included in the City's 2020 - 2024 Capital Improvements Program for construction in 2022.

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the City Council approve Amendment #3 to the Professional Services Agreement with Kirkham Michael & Associates, Inc. in the amount of $112,645.00 for the NE Four Mile Drive RCB Culvert for Deer Creek project.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Amendment #3
Amendment #2
Amendment #1
Professional Services Agreement

SUPPLEMENTAL AGREEMENT NO.3

This Agreement is made and entered into this 7th day of March 2022, by and between the CITY OF ANKENY, IOWA, hereinafter referred to as "**Owner**," and Kirkham Michael, & Associates, Inc. a CONSULTING ENGINEERING corporation, hereinafter referred to as "**Engineer**," as follows:

PREAMBLE:

The parties hereto entered into an agreement dated the 5th day of September 2017, for the ***NE Four Mile Drive RCB Culvert for Deer Creek Project***. Said contract shall hereinafter be referred to as the Base Agreement.

The Owner desires to have the Engineer perform additional resident engineering assignments in conjunction with construction of the reinforced concrete box culvert. The work to be performed is beyond the scope of the Base Agreement thereby constituting "extra work."

The Engineer is willing to provide said services.

AGREEMENT:

The parties, in consideration of these mutual promises contained herein, agree to the following:

2. SCOPE OF SERVICES

Upon authorization from the Owner, the Engineer will complete the following tasks during construction of the project. For budget purposes, it is assumed that the construction period will be 90 working days and that one full-time staff member of the Engineer will be available for the construction observation services on this project. This section includes providing field-testing of construction materials incorporated into the project and preparing written reports that document compliance or non-compliance of construction materials. All materials testing shall be provided by sub-consultant contracted with the Engineer.

Task 1: Pre-Construction Conference

The Engineer will conduct a pre-construction meeting after award of construction contract for the Owner's contractor, subcontractors, utility companies, and other interested parties.

Task 2: Construction Staking

The Engineer will provide one-time construction staking of control points, benchmarks, alignment and grade of culvert. Additional staking that is required due to destruction of staking by the contractor will be billed to the Contractor at the Engineer's standard hourly rates. It is assumed that the contractor will use digital models provided by the roadway designer to construct the roadway embankment and staking will not be required. If staking of the roadway embankment is required, it will be considered extra work.

Task 3: Construction Observation

The Engineer shall provide full-time and part-time resident observation of the construction work, dependent upon the current construction activity, by a full-time staff member of the Engineer. The Engineer shall observe the performance of construction work and advise the Contractor and the Owner of non-complying work or materials incorporated into the project. The Engineer shall maintain a daily

4390 114th St • Urbandale, IA 50322 • (515) 270-0848 • FAX (515) 270-1067

record of work completed, materials tickets & certifications, and test reports. On-site testing of concrete will be completed by the Engineer. All concrete laboratory testing and soil testing shall be provided by a sub-consultant contracted with the Engineer. The Engineer will participate in erosion control inspections with the Owner.

Task 4: Shop Drawings

The Engineer will review shop drawings, samples, and other data which the Contractor is required to submit, but only for conformance with design concept of the Project and conformance with the information given in the Contract Documents. The Engineer will evaluate and determine the acceptability of substitute materials and equipment proposed by the Contractor. The Engineer will have authority to require special inspection or testing of the work, and will receive and review all certificates of inspections, testing, and approvals required.

Task 5: Site Visits

The engineer of record shall make visits to the site at intervals appropriate to the various stages of construction as the Engineer deems necessary (estimated to be one site visit per month minimum, with up to weekly visits during peak construction activity periods) in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of the Contractor's work. Based on information obtained during such visits and on such observations, the engineer of record shall determine, in general, if such work is proceeding in accordance with the Contract Documents, and the Engineer shall keep the Owner informed of the progress of the work.
The purpose of the engineer of record's visits to the site will be to enable the Engineer to better carry out his duties and responsibilities during the construction phase and, in addition, by exercise of the engineer of record's efforts as an experienced and qualified design professional, to provide for the Owner a greater degree of confidence that the completed work of the Contractor will conform to the Contract Documents, and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by the Contractor.
The engineer of record shall not during such visits supervise, direct, or have control over the Contractor's work, nor shall the engineer of record have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor for safety precautions and programs incident to the work or for any failure of the Contractor to comply with laws, rules, regulations, ordinances, codes, or orders applicable to the Contractor furnishing and performing his work.
During such visits, the engineer of record may disapprove of or reject the Contractor's work while it is in progress if the engineer of record believes that such work will not produce a completed Project that conforms to the Contract Documents, or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.

Task 6: Partial Pay Estimates

The Engineer shall determine the amounts owing to the Contractor and recommend, in writing, payments to the Contractor in such amounts. The Engineer will prepare progress payment requests in a form supplied by the Owner. Such recommendations of payment will constitute a representation to the Owner based on such observations and review that the work has progressed to the point indicated, and that, to the best of the Engineer's knowledge, information, and belief, quality of work is in accordance with the Contract Documents. In the case of unit price work, the Engineer's recommendation of payment will include final determination of quantities and classification of such work.

Task 7: Change Orders

The Engineer shall issue necessary interpretations and clarifications of the Contract Documents and in connection therewith, prepare change orders as required.

Task 8: Final Inspections and Project Close-out

The Engineer shall conduct an inspection in the company of the Owner to determine if the work substantially complete and a final inspection to determine if the completed work is acceptable. The Engineer may recommend, in writing, final payment to the Contractor and may give written notice to the Owner and the Contractor that the work is acceptable. This task will also include assembling final project documentation, certifications, and attendance at the project audits.

Task 9: Audits / Final Close-out / Record Drawings

Engineer will update notes, record drawings, and other materials documenting the project construction, and provide materials as required by the Owner, as final records of the work. Engineer will work with the Owner to resolve items in question or dispute in order to document satisfactory completion of the project. Record Drawings will be provided to the owner in accordance with the City of Ankeny Post-Construction Submittals for CIP Projects, and include CAD file in AutoCAD format, one (1) half-size (11x17) paper copy, and one (1) half-size (11x17) PDF set.

3. SCHEDULE

The schedule for Tasks 1-7 of this Supplemental Agreement will be concurrent with the awarded contractor's schedule. The contract for construction of this project has designated 90 Working Days. Tasks 8 and 9 of this Supplemental Agreement will be completed within 60 days of final completion of construction on the project.

4. COMPENSATION

A. For full and complete compensation for work, materials, and services furnished for the Scope of Services in this Supplemental Agreement No. 3, the Engineer shall be paid for direct time charged to the Project at Standard Hourly Rates for each employee Classification plus reimbursable expenses up to a limit of $112,645. A detailed estimate and fee are included as Exhibit A to this agreement.

B. The Standard Hourly Rates are included as Exhibit B to this agreement and shall apply for the work completed under this Supplemental Agreement. These hourly rates include salary, additives, overhead and profit.

C. The contract ceiling amount is hereby increased by an amount of $112,645 from $103,220 to $215,865, which shall not be exceeded without written authorization from the Owner.

Except as specifically amended by this Supplemental Agreement No. 3, all the terms and conditions of the Base Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or agents on the day and year first above written.

Attachment: Exhibit A – Fee Estimate – Supplemental Agreement #3
Exhibit B – Kirkham Michael 2022 Standard Hourly Rates

ENGINEER:	OWNER:
KIRKHAM, MICHAEL & ASSOCIATES, INC.	CITY OF ANKENY, IOWA
Federal ID #470365085	
BY: _____	BY: _____
Greg D. Cabalka, P.E., Vice President	
Date: 2/28/2022	Date: _____

(Revised: 02-23-22)

Project Staff Hour Estimate and Engineering Budget - KIRKHAM MICHAEL

EXHIBIT A

NE Four Mile Drive at Deer Creek - Supplemental #3

City of Ankeny

Ankeny, Iowa

KM Project Number: 1709615

Date **23-Feb-22**

Task	Description	Principal / Ops Manager	Senior Transp. Engineer	Associate Engineer	Design Technician	Survey Crew Chief	Asst. Project Surveyor	Consrtuction Observer	Construction Manager	Registered Land Surveyor	Admin / Clerical	Subtotals KM Labor	KM Direct Expenses	Material Testing	Sub 2
		$200.00	$185.00	$135.00	$130.00	$105.00	$90.00	$85.00	$143.00	$200.00	$80.00		$1.00	$1.00	$1.00
	Construction Engineering Services												**$4,600**	**$10,000**	**$0**
1	Pre-Constru ction Conference	1	2					2	2		2	$1,186.00	0	0	0
2	Construction Staking					24	20					$4,320.00	0	0	0
3	Construction Observation	8		20				720	8			$66,644.00	4000	10000	0
4	Shop Drawings		8						4			$2,052.00	0	0	0
5	Site Visits		30						30			$9,840.00	600	0	0
6	Partial Payments		15					12	16			$6,083.00	0	0	0
7	Change Orders		8						4			$2,052.00	0	0	0
8	Final Inspections and Project Closeout		8					4	8			$2,964.00	0	0	0
9	Audits / Final Closeout / Record Drawings		4					12	8			$2,904.00	0	0	0
		$1,800	**$13,875**	**$2,700**	**$0**	**$2,520**	**$1,800**	**$63,750**	**$11,440**	**$0**	**$160**	**$98,045**			
	TOTAL HOURS	9	75	20	-	24	20	750	80	-	2				
	TOTAL LABOR	$1,800	$13,875	$2,700	$0	$2,520	$1,800	$63,750	$11,440	$0	$160	$98,045	**$4,600**	**$10,000**	**$0**
												$98,045			

KM Labor	**$98,045**
KM Direct Expenses	**$4,600**
Subconsultant Expenses	**$10,000**
Total Fee	**$112,645**
Supplemental Agreement #3 Fee	**$112,645**

KIRKHAM MICHAEL

Exhibit B

Kirkham Michael (Iowa) 2022 Billing Rate Schedule by Classification	
KM Classification	**2022 Billing Rate**
Principal / Operations Manager	$230.00
Engineering Manager	$190.00
Principal Engineer	$185.00
Senior Scientist / NEPA Specialist	$155.00
Senior Engineer	$160.00
Associate Engineer	$150.00
Engineering Intern 1	$105.00
Engineering Intern 2	$115.00
Engineering Intern 3	$125.00
Design Manager	$145.00
Design Technician	$95.00
CADD Technician	$95.00
Licensed Surveyor	$210.00
Senior Project Surveyor	$140.00
Project Surveyor	$120.00
Survey Crew Chief	$110.00
Construction Engineer	$145.00
Construction Manager	$140.00
Senior Construction Observer	$95.00
Assistant Construction Observer / Technician	$95.00
Administrative	$85.00

Rates are subject to increase on January 1, 2023

SUPPLEMENTAL AGREEMENT NO.2

This Agreement is made and entered into this 6th day of July, 2021, by and between the CITY OF ANKENY, IOWA, hereinafter referred to as "**Owner**," and Kirkham Michael, & Associates, Inc. a CONSULTING ENGINEERING corporation, hereinafter referred to as "**Engineer**," as follows:

PREAMBLE:

The parties hereto entered into an agreement dated the 5th day of September, 2017, for the ***NE Four Mile Drive RCB Culvert for Deer Creek Project***. Said contract shall hereinafter be referred to as the Base Agreement.

The Owner desires to have the Engineer perform additional engineering assignments in conjunction with design of the reinforced concrete box culvert. The work to be performed is beyond the scope of the Base Agreement thereby constituting "extra work."

The Engineer is willing to provide said services.

AGREEMENT:

The parties, in consideration of these mutual promises contained herein, agree to the following:

2. SCOPE OF SERVICES

Upon authorization from the Owner, the Engineer will complete the following tasks. The Army Corps of Engineers (COE), requires mitigation to compensate for loss of stream channel if channel loss exceeds 300'. COE requires use of a mitigation bank if one is available unless applicants can demonstrate that onsite mitigation is more environmentally beneficial. Purchasing mitigation credits from the available mitigation bank is cost prohibitive. After consultation with city staff, it was decided to pursue another alternative that will eliminate the requirement to mitigate channel loss. Changes to the street alignment that will be determined by the developer and the proposed culvert will be relocated north approximately 75' to a location that will minimize channel loss.

Task 1: Revise Preliminary Plans

Upon receipt of revised street alignment and profile for Four Mile Drive from the developer, the culvert location will be revised to limit the loss of stream channel to less than 300'. It is expected that non-standard culvert headwalls will be necessary to achieve this. Headwalls are expected to be reinforced concrete retaining walls parallel to the roadway.

Task 2: Permitting

Revised preliminary plans will be submitted to the Corps of Engineers in anticipation of project approval under Nationwide Permit. Revised plans will be submitted to the Iowa Department of Natural Resources to update the Floodplain Permit.

4390 114th St ◆ Urbandale, IA 50322 ◆ (515) 270-0848 ◆ FAX (515) 270-1067

Task 3: Design and Detailing of Final Culvert Plans

Custom designed culvert headwalls will be required to reduce the culvert length. Height and length of the walls will be as determined during preliminary design. Final design will include layout and detailing of fencing on top of the walls. Special details, such as aesthetic form liners, are not included. Design of the culvert barrel will not be changed from the original agreement.

Task 4: Mitigation Plan
Work associated with Construction Plans and Drainage Report from Supplemental #1 will not be required and are eliminated from the scope of work.

Phase I archaeological investigations are not expected to be required and are not included.
Does not include services during construction.

3. SCHEDULE

The schedule for this Supplemental Agreement will be completed through the summer and early fall of 2021. Preliminary design will be completed and submitted to the Corps of Engineers within 4-6 weeks of receipt of revised street plans. Final culvert plans will be completed within 4-6 weeks of project approval by the Corps of Engineers.

4. COMPENSATION

A. For full and complete compensation for work, materials, and services furnished for the Scope of Services in this Supplemental Agreement No. 2, the Engineer shall be paid for direct time charged to the Project at Standard Hourly Rates for each employee Classification plus reimbursable expenses up to a limit of $25,030. Unused hours from Supplemental #1 (Task 4 & Task 6) amounting to $12,190 is deducted from the agreement. A detailed estimate and fee are included as Exhibit A to this agreement.

B. The Standard Hourly Rates are included as part of the Base Agreement and shall apply for the work completed under this Supplemental Agreement. These hourly rates include salary, additives, overhead and profit.

C. The contract ceiling amount is hereby increased by an amount of $12,840 from $90,380 to $103,220, which shall not be exceeded without written authorization from the Owner.

Except as specifically amended by this Supplemental Agreement No. 2, all the terms and conditions of the Base Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or agents on the day and year first above written.

Attachment: Exhibit A – Fee Estimate – Supplemental Agreement #2

ENGINEER:	OWNER:
KIRKHAM, MICHAEL & ASSOCIATES, INC.	CITY OF ANKENY, IOWA
Federal ID #470365085	
BY: _____	BY: _____
Greg D. Cabalka, P.E., Vice President	
Date: 6-16-2021	Date: _____

Project Staff Hour Estimate and Engineering Budget - KIRKHAM MICHAEL

EXHIBIT A

Four Mile Drive at Deer Creek - Supplemental #2

City of Ankeny

Ankeny, Iowa

KM Project Number: 1709615

Date

Task	Description	Principal / Ops Manager	Senior Transp. Engineer	Associate Engineer	Design Technician	Survey Crew Chief	Senior Project Surveyor	Environmental Specialist	Construction Manager	Registered Land Surveyor	Admin / Clerical	Subtotals KM Labor	KM Direct Expenses	Archaeology Sub	Sub 2
		$200.00	$185.00	$135.00	$130.00	$105.00	$115.00	$85.00	$135.00	$200.00	$80.00		$1.00	$1.00	$1.00
	Relocate Culvert and Special Design of Headwalls												**$0**	**$0**	**$0**
1	Revise Preliminary Design	1	16	24	24							$9,520.00	0	0	0
2	Resubmit Preliminary Design, Coordinate with COE	1	10	8								$3,130.00	0	0	0
3	Design and Detailing of Non-standard Culvert Details	1	20	32	32							$12,380.00	0	0	0
												$0.00	0	0	0
	Unused hours from Supplemental #1	-4	-4	-60				-30				-$12,190.00	0	0	0
												$0.00	0	0	0
												$0.00	0	0	0
												$0.00	0	0	0
		-$200	**$7,770**	**$540**	**$7,280**	**$0**	**$0**	**-$2,550**	**$0**	**$0**	**$0**	**$12,840**			
	TOTAL HOURS	(1)	42	4	56	-	-	(30)	-	-	-				
	TOTAL LABOR	-$200	$7,770	$540	$7,280	$0	$0	-$2,550	$0	$0	$0	$12,840	**$0**	**$0**	**$0**
												$12,840			

KM Labor	**$12,840**
KM Direct Expenses	**$0**
Subconsultant Expenses	**$0**
Total Fee	**$12,840**
Supplemental Agreement #1 Fee	**$12,840**

SUPPLEMENTAL AGREEMENT NO.1

This Agreement is made and entered into this____day of August, 2020, by and between the CITY OF ANKENY, IOWA, hereinafter referred to as "**Owner**," and Kirkham Michael, & Associates, Inc. a CONSULTING ENGINEERING corporation, hereinafter referred to as "**Engineer**," as follows:

PREAMBLE:

The parties hereto entered into an agreement dated the 5th day of September, 2017, for the ***NE Four Mile Drive RCB Culvert for Deer Creek Project***. Said contract shall hereinafter be referred to as the Base Agreement.

The Owner desires to have the Engineer perform additional engineering assignments in conjunction with design of the reinforced concrete box culvert. The work to be performed is beyond the scope of the Base Agreement thereby constituting "extra work."

The Engineer is willing to provide said services.

AGREEMENT:

The parties, in consideration of these mutual promises contained herein, agree to the following:

2. SCOPE OF SERVICES

Upon authorization from the Owner, the Engineer will complete the following tasks. The Army Corps of Engineers (COE), requires mitigation to compensate for loss of stream channel. This supplemental agreement covers field site investigation, conceptual planning, and construction plans necessary to obtain COE approval for the project.

Task 1: Environmental Survey

The area of interest for 2017 Wetland Investigation Report for the Deer Creek Truck Sewer Extension did not include the entire area where culvert improvements are proposed nor areas where potential mitigation will occur. The task assumes site visit to survey existing conditions not included in the 2017 report, confirm recommended mitigation sites do not contain additional wetlands and conduct general site investigation.

Task 2: Conceptual Plan

Develop a conceptual plan and a map in ArcGIS to mitigate approximately 500 lineal feet of channel loss and associated wetland impacts. Assumes mitigation will include two sites. Assumes no additional hydrology or hydraulics will be required beyond that already been prepared for the Culvert Project. Includes drafting a technical memorandum for the method of mitigation for discussion with COE.

4390 114th St ◆ Urbandale, IA 50322 ◆ (515) 270-0848 ◆ FAX (515) 270-1067

Task 3: Review and Coordination

Submit conceptual plan to Owner and COE for review and comment. Coordinate necessary revisions as required to receive COE concurrence with the concept.

Task 4: Construction Plans

Prepare construction plans to become part of the culvert construction plans. Anticipated plans include:

2 sheets for grading
2 sheets for vegetation
2 sheets for vegetation details
1 sheet for stream stabilization

Task 5: Drainage Report

Assumes technical memorandum developed during the concept stage will be used as a base document and will be expanded based on the selected plan and COE comments.

Task 6: Permitting

Submit final construction plans to COE and coordinate revisions necessary to obtain permit. Assumes no more than two submittals will be required.

Phase I archaeological investigations are not expected to be required and are not included.
Does not include services during construction or any post-construction site monitoring services.

3. SCHEDULE

The schedule for Tasks 1-6 of this Supplemental Agreement will be completed through the summer and early fall of 2020. Anticipated completion by November 1. Final culvert plans will be completed over the winter of 2020-21 for letting

4. COMPENSATION

A. For full and complete compensation for work, materials, and services furnished for the Scope of Services in this Supplemental Agreement No. 1, the Engineer shall be paid for direct time charged to the Project at Standard Hourly Rates for each employee Classification plus reimbursable expenses up to a limit of **$22,985.** A detailed estimate and fee are included as Exhibit A to this agreement.

B. The Standard Hourly Rates are included as part of the Base Agreement and shall apply for the work completed under this Supplemental Agreement. These hourly rates include salary, additives, overhead and profit.

C. The contract ceiling amount is hereby increased by an amount of $22,985 from $67,395 to **$90,380,** which shall not be exceeded without written authorization from the Owner.

Except as specifically amended by this Supplemental Agreement No. 1, all the terms and conditions of the Base Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or agents on the day and year first above written.

Attachment: Exhibit A – Fee Estimate – Supplemental Agreement #1

ENGINEER:	OWNER:
KIRKHAM, MICHAEL & ASSOCIATES, INC.	CITY OF ANKENY, IOWA
Federal ID #470365085	
BY: _____	BY: _____
Greg D. Cabalka, P.E., Vice President	
Date: 8/6/2020	Date: _____

(Revised: 08-4-20)

Project Staff Hour Estimate and Engineering Budget - KIRKHAM MICHAEL

EXHIBIT A

Four Mile Drive at Deer Creek - Supplemental #1

City of Ankeny

Ankeny, Iowa

KM Project Number: 1709615

Date **4-Aug-20**

Task	Description	Principal / Ops Manager	Senior Transp. Engineer	Associate Engineer	Design Technician	Survey Crew Chief	Senior Project Surveyor	Environmental Specialist	Construction Manager	Registered Land Surveyor	Admin / Clerical	Subtotals KM Labor	KM Direct Expenses	Archaeology Sub	Sub 2
		$190.00	$175.00	$130.00	$85.00	$95.00	$130.00	$80.00	$115.00	$195.00	$80.00		$1.00	$1.00	$1.00
	Mitigation Plan												**$250**	**$0**	**$0**
1	Environmental Survey	1	1	8				32				$3,965.00	250	0	0
2	Conceptual Plan	1	1	8				24				$3,325.00	0	0	0
3	Review and Coordination	1	1	2				2				$785.00	0	0	0
4	Construction Plans	2	2	40				30				$8,330.00	0	0	0
5	Drainage Report	2	2	20								$3,330.00	0	0	0
6	Permitting	2	12	4								$3,000.00	0	0	0
7												$0.00	0	0	0
8												$0.00	0	0	0
9												$0.00	0	0	0
		$1,710	**$3,325**	**$10,660**	**$0**	**$0**	**$0**	**$7,040**	**$0**	**$0**	**$0**	**$22,735**			
	TOTAL HOURS	9	19	82	-	-	-	88	-	-	-				
	TOTAL LABOR	$1,710	$3,325	$10,660	$0	$0	$0	$7,040	$0	$0	$0	$22,735	**$250**	**$0**	**$0**
												$22,735			

KM Labor	**$22,735**
KM Direct Expenses	**$250**
Subconsultant Expenses	**$0**
Total Fee	**$22,985**
Supplemental Agreement #1 Fee	**$22,985**

KIRKHAM MICHAEL

Arizona • Iowa
Kansas • Nebraska

www.kirkham.com

AGREEMENT FOR ENGINEERING SERVICES

This Agreement is made and entered into this _____ day of _____, _____, by and between the CITY OF ANKENY, IOWA , hereinafter referred to as "**Owner**," and Kirkham, Michael & Associates, Inc. a CONSULTING ENGINEERING corporation, hereinafter referred to as "**Engineer**," as follows:

The Owner hereby agrees to retain the Engineer, and the Engineer hereby agrees to provide the required professional services; and to furnish the equipment, supplies, or materials necessary to complete the work for the following project:

Reinforced Concrete Box (RCB) Culvert Design, NE Four Mile Drive RCB Culvert, Ankeny, Iowa

1. STANDARD CONDITIONS

"**Kirkham, Michael & Associates, Inc., General Terms and Conditions,**" as attached hereto as Exhibit A (3 pages) and hereinafter referred to as the "Terms and Conditions", is hereby incorporated into this Agreement, with the following exceptions.

a. Section 7 "LIMITATION OF LIABILITY" of the Terms and Conditions is not applicable to this Agreement, and is hereby eliminated in its entirety, from this Agreement.
b. Section 8 "INSURANCE" of the Terms and Conditions is not applicable to this Agreement, and is hereby eliminated in its entirety, from this Agreement. Section 2 "SUPPLEMENTAL CONDITIONS" of the base Agreement specifies "INSURANCE" requirements that are applicable to this Agreement, in lieu of those in Section 8 of the Terms and Conditions.
c. Section 9 "INDEMNIFICATION" of the Terms and Conditions is not applicable to this Agreement, and is hereby eliminated in its entirety, from this Agreement. Section 2 "SUPPLEMENTAL CONDITIONS" of the base Agreement specifies "INDEMNIFICATION" requirements that are applicable to this Agreement, in lieu of those in Section 9 of the Terms and Conditions.
d. Section 12 "GOVERNING LAW" of the Terms and Conditions is not applicable to this Agreement, and is hereby eliminated in its entirety, from this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa.
e. Section 13 "DISPUTE RESOLUTION" of the Terms and Conditions is not applicable to this Agreement, and is hereby eliminated in its entirety, from this Agreement. Section 2 "SUPPLEMENTAL CONDITIONS" of the base Agreement specifies "DISPUTE RESOLUTION" requirements that are applicable to this Agreement, in lieu of those in Section 13 of the Terms and Conditions.
f. Section 20 "PROPRIETARY DATA" of the Terms and Conditions is not applicable to this Agreement, and is hereby eliminated in its entirety, from this Agreement.

2. SUPPLEMENTAL CONDITIONS

INSURANCE

Engineer agrees to purchase, at its own expense, Workers' Compensation Insurance and Comprehensive General Liability Insurance and will upon request, furnish insurance certificates to the Owner.

11021 Aurora Avenue • Des Moines, IA 50322 • (515) 270-0848 • FAX (515) 270-1067

INDEMNIFICATION

a. Indemnification for Professional Negligence
Notwithstanding any language contained herein to the contrary, Engineer warrants and represents to the Owner that the public improvement has been designed in accordance with a generally recognized engineering or safety standard, criteria, or design theory in existence at the time of the construction or reconstruction. In the event that it is determined that the public improvement was not designed in accordance with a generally recognized engineering standard, criteria or design theory in existence at the time of the construction or reconstruction, the engineer agrees to indemnify and hold the Owner harmless from and against any and all claims, damages, losses, damages, forfeitures, judgement, legal fees, costs, expenses, liabilities, and obligations, including, but not limited to attorney fees, that arises out of or in any way relates to the failure to design in accordance with the generally recognized engineering standard, criteria, or design theory in existence at the time of the construction or reconstruction. In the event of a conflict between this provision and any other provision of the Contract Documents the terms of this provision shall prevail.

b. General Indemnification
Engineer shall protect, indemnify, hold harmless and defend the Owner and its employees, agents, and representatives (the "Indemnitees") against any and all claims, causes of action, suits, losses, costs or damages, including attorneys' fees and expenses, resulting from the acts, failure to act, omissions, negligence, or fault of Engineer those employed by them, or their agents and representatives, whether or not said claim, cause of action, suit, loss, cost or damage is alleged to be caused in part by any act, failure to act, omission, negligence, or fault of any of the Indemnitees or their employees, and Engineer shall bear any expense which any of the Indemnitees may have by reason thereof, or on account of being charged with such claim, cause of action, suit, loss, cost or damage, unless such claim, cause of action, sit, loss, cost or damages is solely caused by the Indemnities' sole act, failure to act, omission, negligence or fault. This general indemnification obligation is in addition to, and not a limit on, the insurance or bond obligations of the Engineer. In any and all claims by an employee of Engineer, anyone directly or indirectly employed by it, or anyone for whose acts Engineer may be liable, against any of the Indemnitees, or any of their agents or employees, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages by the compensation benefits payable by or for Engineer under workers' compensation acts, disability benefits acts, or other employee benefit acts.

DISPUTE RESOLUTION

Owner and Engineer agree that as a prerequisite to the filing of a lawsuit or a demand for arbitration, they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement to informal non-binding mediation. If non-binding mediation is not successful then the Architect, Engineer, and Contractor agree that any dispute, controversy or claim arising out of or relating to this Agreement, the Project at issue, or the breach, default, and/or nonperformance thereof, may, solely at the Owner's discretion, be settled by binding arbitration administered pursuant to Iowa Code chapter 679A or in a district court of competent jurisdiction in and for Polk County, Iowa. Architect, Engineer and/or Contractor further agree that if at any time the Architect, Engineer and/or Contractor have any dispute controversy or claim arising out of or relating to this Agreement, the Project at issue, or the breach, default, and/or nonperformance thereof all

such disputes, controversies or claims shall be brought in one action and such disputes, controversies or claims shall be joined in and be bound by the same action and forum as elected and brought by the Owner in order to ensure there is no piecemeal litigation.

3. SCOPE OF SERVICES

The work to be performed by the Engineer under this Agreement shall encompass and include all work, services, materials, equipment, supplies and incidental costs necessary to perform the work outlined below and as represented by Exhibit B, Scope of Services and Exhibit C, Project Location Map, to this Agreement. In general the Engineer shall provide:

Design of a Reinforced Concrete Box (RCB) Culvert to convey Deer Creek under the future extension of NE Four Mile Drive.

4. SCHEDULE

The schedule is included in Exhibit B, Scope of Services.

5. COMPENSATION

A. For full and complete compensation for work, materials, and services furnished for the Scope of services in this Agreement, Engineer shall be paid for direct time charged to the project at Standard Hourly Rates for each employee Classification plus reimbursable expenses up to a limit of $67,395.00. The Standard Hourly rates are included as part of Exhibit D to this Agreement and includes salary, additives, overhead and profit. No additional fees shall be payable for the project, unless specifically agreed to in writing by the Owner and Engineer prior to providing said services. A detailed estimate and fee is included as Exhibit D to this Agreement.

B. Work items not addressed in the scope of work included in this Agreement shall be considered extra work, and may be completed if required, at additional cost, to be negotiated at the time the work is found necessary.

C. The Engineer shall invoice the Owner monthly for services, and any approved amendments to this Agreement, based upon services actually completed at the time of the invoice. Final payment shall be due and payable within 30 days of the Owner's acceptance of Engineer's submission of final deliverables in accordance with the Scope of Services.

D. In consideration of said compensation, the Engineer agrees to perform all services, work, and/or provide all materials, supplies, and equipment, and to carry out the provisions of this Agreement in a good and workmanlike manner to the satisfaction of the Owner. If the performance of this Agreement involves the services of others or the furnishing of equipment, supplies, or materials, the Engineer agrees to pay for the same in full; and at the time of payment by the Owner, to certify in writing to the Owner that said payments have been so made.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or agents on the day and year first above written.

Attachment: Exhibit A – General Terms and Conditions
Exhibit B – Scope of Services
Exhibit C – Project Location Map
Exhibit D – Fee Estimate and Hourly Rates

ENGINEER:	OWNER:
KIRKHAM, MICHAEL & ASSOCIATES, INC.	CITY OF ANKENY, IOWA
Federal ID #470365085	
BY: _____ VICE PRESIDENT	BY: _____
Date: 8-28-17	Date: _____

(Revised: 09-17-2013)

Exhibit A

KIRKHAM MICHAEL

General Terms and Conditions

1. AUTHORIZATION TO PROCEED
Signing of the accompanying agreement for engineering and related services shall be authorization by the client for Kirkham Michael & Associates, Inc. (Kirkham Michael) to proceed with the professional services described, unless otherwise stated in the agreement form.

2. DEFINITION
These mutually agreed covenants which include as a minimum the attached written proposal (Proposal) including a Scope of Services and these General Terms and Conditions constitute the "Agreement." This Agreement defines the relationship between the Client as identified in the Proposal and Kirkham Michael for the Project as defined in the Proposal. The professional services of Kirkham Michael shall include services performed by employees of Kirkham Michael, its affiliates, subsidiaries, independent professional associates, consultants and subconsultants.

3. STANDARD OF PRACTICE AND ABSENCE OF WARRANTY
Services performed by Kirkham Michael under this agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in the agreement or in any report, opinion, document, or otherwise. All estimates, recommendations, opinions, and decisions of Kirkham Michael will be made upon the basis of the information available to Kirkham Michael and Kirkham Michael's experience, technical qualifications, and professional judgment. Kirkham Michael makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with Kirkham Michael's services.

Client expressly acknowledges that subsurface conditions may vary at locations other than at a particular location where borings, explorations, surveys and samplings are made, and that the data interpretations and recommendations of Kirkham Michael are based solely upon information available to Kirkham Michael. Client also acknowledges that Kirkham Michael shall not be responsible for interpretations by others of the information developed. All data obtained during investigative phases are subject to confirmation of conditions encountered during subsequent phases of the Project. Client recognizes that the scope of services under this Agreement is limited by Client's available budget and schedule and those additional services may yield more accurate and reliable information regarding conditions at or near the site.

4. PROJECT SITE AND RIGHT OF ENTRY
Client shall furnish or cause to be furnished to Kirkham Michael all documents and information known to CLIENT that relates to the identity, location, quantity, nature or characteristics of any hazardous waste at, on, or under the site. In addition, Client shall furnish and pay for such other reports, aerial photographs, data, studies, drawings, specifications, documents, and other information regarding surface and subsurface site conditions, which will be required by Kirkham Michael for performance of its services. Kirkham Michael shall be entitled to rely upon documents and information provided by Client in performing the services required under this Agreement; however, Kirkham Michael assumes no responsibility or liability for the accuracy or completeness of said documents and information. Client provided documents will remain the property of Client.

Kirkham Michael will not direct, supervise or control the work of contractors or their subcontractors. Kirkham Michael's services do not include a review or evaluation of a contractor's (subcontractor's) safety measures.

Kirkham Michael shall be responsible only for its activities and those of its employees on any site. Neither the professional activities nor the presence of Kirkham Michael, its employees, or its subconsultants on a site shall imply that Kirkham Michael controls the operations of others; nor shall this be construed to be an acceptance by Kirkham Michael of any responsibility for Project site safety.

Client shall provide right of entry for Kirkham Michael personnel, Kirkham Michael subconsultants and all equipment and vehicles necessary to perform services. Kirkham Michael will take reasonable measures to minimize damage to property; however, Client understands that some damage may occur and the cost of repair of such damage will be borne by the Client.

Client understands that Client will be responsible for designating the location of below grade structures, foundations, utilities and other subterranean obstacles. Kirkham Michael will take reasonable effort to avoid damage to these items. In the event these items cannot be located, Kirkham Michael, by Client written authorization, at Client's cost, will deploy feasible locating methods and employ specialty "dig up" crews to confirm locations. However, Client agrees to hold Kirkham Michael harmless for damages to or damages caused by any subsurface or subterranean utilities or structures which are not correctly located by Client or which Kirkham Michael could not locate using a reasonable standard of care.

5. INVOICING AND PAYMENT
The Client, recognizing that timely payment is a material part of the consideration of this agreement, shall promptly pay Kirkham Michael for services performed in accordance with the rates and charges set forth herein. Invoices will be submitted by Kirkham Michael on a monthly basis and shall be due and payable upon receipt. The Client shall pay an additional charge of one and one half percent (1.5%) (or the maximum percentage allowed by law, whichever is lower,) of the invoiced amount per month for any payment received by Kirkham Michael more than thirty (30) calendar days from the invoice date. Payment thereafter shall first be applied to accrued interest and then to principal unpaid amount.

If the Client for any reason fails to pay the undisputed portion of Kirkham Michael's invoices within thirty calendar days from the invoice date, Kirkham Michael may cease work on the project and the Client shall waive any claim against Kirkham Michael and shall defend and indemnify Kirkham Michael from and against any claims for injury or loss stemming from Kirkham Michael's cessation of services. Client shall also pay Kirkham Michael the cost associated with premature project demobilization. In the event the project is remobilized, Client shall also pay the cost of remobilization and shall renegotiate appropriate contract terms and conditions such as those associated with the budget, schedule or scope of services.

Unless the specific provisions of Proposal provide otherwise or the Current Year Schedule of Fees is not incorporated, then payment under this Agreement is based upon cost reimbursement (e.g., hourly rate, time and materials, direct personnel expense or per diem), and the provisions of the following sub-paragraphs shall apply:

a. The minimum time segment for billing field work is four (4) hours. The minimum time segment for billing work performed at an office is one-half (1/2) hour.

b. Project subcontracts (e.g. drilling, trenching, special testing, surveying, etc.) will be billed at cost plus 15% for handling and administration.

c. Other direct costs, excluding travel and subsistence, are payable at actual documented cost plus 10% for handling and administration. This shall include such items as shipping, communication, printing and reproduction, computer services, supplies and equipment, and equipment items rented from commercial sources. Travel and subsistence expenses of personnel when on business connected with the Project are reimbursable at cost plus 10%. The use of reusable field and support equipment owned by Kirkham Michael will be billed at negotiated rates. In the event that equipment does not have a current rate, a daily rate of 2% of purchase price of equipment will be used.

d. When applicable, rental charges will be applied to cover the cost of pilot-scale facilities or equipment, apparatus, instrumentation, or other technical machinery. When such charges are applicable, Client will be advised at the start of an assignment, task or phase. Analyses performed in Kirkham Michael or Kirkham Michael's subconsultants' laboratories will be billed on a unit-cost-per-analysis basis, unless specified otherwise in the accompanying Proposal (Scope of Services).

e. Invoices based upon cost reimbursement will be submitted showing labor (hours worked) and total expense, but not actual documentation. If requested by Client, documentation will be supplied at the cost of providing such documentation, including labor and copying costs.

6. CHANGES OR DELAYS

Unless the accompanying Proposal provides otherwise, the proposed fees constitute Kirkham Michael's estimate to perform the services required to complete the Project as Kirkham Michael understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the Project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. Kirkham Michael will inform CLIENT of such situations so that negotiation and compensation can be accomplished as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, whether or not changed by any order, an equitable adjustment shall be made, and the Agreement modified accordingly. Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of either party's obligations results from any cause beyond either party's reasonable control and without either party's negligence.

7. LIMITATION OF LIABILITY

Kirkham Michael's liability is limited to amount of Kirkham Michael's compensation or the amount of fifty thousand dollars ($50,000) whichever is less. To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Kirkham Michael and Kirkham Michael 's directors, officers, principals, managers, employees, agents and Kirkham Michael's consultants and subconsultants, and any of them, to Client and anyone claiming, by, through, or under Client for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Kirkham Michael or Kirkham Michael's directors, officers, principals, managers, employees, agents and Kirkham Michael's consultants and subconsultants, or any of them, shall not exceed the total compensation received by Kirkham Michael under this Agreement.

8. INSURANCE

Kirkham Michael agrees to purchase, at its own expense, Workers' Compensation Insurance and Comprehensive General Liability Insurance and will upon request, furnish insurance certificates to Client. Kirkham Michael agrees to indemnify Client for the claims covered by Kirkham Michael's insurance subject to the limitation of liability contained in Section 7. Kirkham Michael agrees to purchase additional insurance if requested by Client (presuming such insurance is reasonably available from carriers acceptable to Kirkham Michael), provided the costs for additional insurance are reimbursed by Client.

9. INDEMNIFICATION

Client and Kirkham Michael each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives, from and against liability for all claims, losses, damages and expenses, including reasonable attorneys' fees, to the extent such claims, losses damages, or expenses are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Client and Kirkham Michael, they shall be borne by each party in proportion to its negligence.

10. CONSEQUENTIAL DAMAGES

The Client shall not be liable to Kirkham Michael and Kirkham Michael shall not be liable to the Client for any consequential damages incurred by either party due to the fault of the other, regardless of the nature of this fault or whether it was committed by the Client or Kirkham Michael, their employees, agents, or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

11. TERMINATION

Either party may terminate the Agreement, in whole or in part, fourteen (14) days after giving written notice, if the other party substantially fails to fulfill its obligations under the Agreement through no fault of the terminating party. Where method of payment is "lump sum," the final invoice will include all services and expenses associated with the Project up to the effective date of termination. Where method of payment is based upon cost reimbursement, the final invoice will include all services and expenses associated with the Project up to the effective date of termination. In any event, an equitable adjustment shall be made to provide for termination settlement costs Kirkham Michael incurs relating to commitments that had become firm before termination, and for a reasonable profit for services performed.

12. GOVERNING LAW

This Agreement is to be governed by and construed in accordance with the laws of the State of Nebraska, unless mutually agreed in writing by Client and Kirkham Michael to be in accordance with the laws of the state where the Project is located.

13. DISPUTE RESOLUTION

Client and Kirkham Michael agree that as a prerequisite to the filing of a lawsuit or a demand for arbitration, they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this Agreement.

14. HAZARDOUS ENVIRONMENTAL CONDITIONS AND DISPOSAL OF CONTAMINATED MATERIAL

It is understood and agreed that Kirkham Michael is not, and has no responsibility as a handler, generator, treater, or storer, transporter, or disposer of hazardous or toxic substances found or identified at the Project site. It is acknowledged by both parties that Kirkham Michael's scope of services does not include any services related to the presence or discovery at the site of asbestos, PCBs, petroleum, hazardous waste, radioactive materials or any other hazardous material or toxic substance. Client acknowledges that Kirkham Michael is performing professional services for Client and Kirkham Michael is not and shall not be required to become an "arranger," "operator," "generator" or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA). CLIENT shall undertake or arrange for the handling, removal, treatment, storage, transportation, and disposal of hazardous substances or constituents found or identified at the Project site.

15. CONFIDENTIALITY

Kirkham Michael shall maintain as confidential and not disclose to others without Client's prior written consent all information obtained from Client that was not otherwise previously known to Kirkham Michael or in the public domain and is expressly designated by Client in writing to be "CONFIDENTIAL." The provisions of this paragraph shall not apply to information in whatever form that (1) is published or comes into the public domain through no fault of Kirkham Michael, (2) is furnished by or obtained from a third party who is under no obligation to keep the information confidential, or (3) is required to be disclosed by law on order of a court, administrative agency, or other authority with proper jurisdiction.

Client agrees that Kirkham Michael may use and publish Client's name and a general description of Kirkham Michael's services with respect to the Project in describing Kirkham Michael's experience and qualifications to other Clients or potential Clients.

KIRKHAM MICHAEL

General Terms and Conditions

16. OWNERSHIP OF DOCUMENTS, RE-USE OF DOCUMENTS AND USE OF ELECTRONIC MEDIA

All documents including drawings and specifications prepared or furnished by Kirkham Michael (and Kirkham Michael's affiliates, subsidiaries, independent professional associates, consultants, and subconsultants) pursuant to this Agreement are instruments of service in respect of the Project, and Kirkham Michael shall retain an ownership and property interest therein, whether or not the Project is completed. Client may make and retain copies for information and reference in connection with the Project; however, such documents are not intended or represented to be suitable for re-use by Client or others as extensions of the Project or on any other project. Any Client re-use without written verification or adaptation by Kirkham Michael for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Kirkham Michael or Kirkham Michael's affiliates, subsidiaries, independent professional associates, consultants, and subconsultants with respect to any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting there from. Any such verification or adaptation will entitle Kirkham Michael to further compensation at rates to be agreed upon by Client and Kirkham Michael.

Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Kirkham Michael. Files in electronic media format or text, data, graphic or other types that are furnished by Kirkham Michael to Client are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, Kirkham Michael makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by Kirkham Michael at the time electronic files were furnished to the Client.

17. CONTROLLING AGREEMENT

These General Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document regarding Kirkham Michael's services. If any of these General Terms and Conditions are determined to be invalid or unenforceable in whole or part by a court of competent jurisdiction, the remaining provisions hereof shall remain in full force and effect and be binding upon the parties hereto. The parties agree to reform this Agreement to replace any such invalid or unenforceable provision with a valid and enforceable provision that as closely as possible expresses the intention of the stricken provision.

These General Terms and Conditions shall survive the completion of the services under this Agreement and the termination of this Agreement for any cause. This Agreement between Client and Kirkham Michael shall pertain only to the benefit of the parties hereto, and no third party shall have rights hereunder.

18. OPINIONS OF PROBABLE COST

Opinions of probable cost, cost estimates, and construction cost estimates provided herein are made based upon Kirkham Michael's experience and qualifications as professional engineers. However, since Kirkham Michael has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or other market conditions, any opinions of cost shall be accepted by Client subject to Paragraph 3 of these General Terms and Conditions.

In the event Client desires a level of accuracy of an estimate which establishes cost ceilings or detailed cost component analyses, Kirkham Michael will upon written authorization from Client secure the services of a specialized cost estimating and analyzing firm acceptable to Client. The Client shall agree to the payment of additional compensation as required.

19. CONSTRUCTION PHASE SERVICES

If this Agreement provides for any construction phase services by Kirkham Michael, it is understood that the Contractor, not Kirkham Michael is responsible for the construction of the project, and that Kirkham Michael is not responsible for the acts or omissions of any contractor, subcontractor or material supplier; for safety precautions, programs or enforcement; or for construction means, methods, techniques, sequences and procedures employed by the Contractor.

Kirkham Michael understands that the Client has sole right to decide whether to engage Kirkham Michael for Construction Phase Services. In the event the Client chooses to not include Kirkham Michael in Construction Phase Services, the Client shall be solely responsible for interpreting the Contract Documents and observing the Work of the Contractor to discover, correct or mitigate errors, inconsistencies or omissions. If the Client authorizes deviations, recorded or unrecorded, from the documents prepared by Kirkham Michael, the Client shall not bring any claim against Kirkham Michael and shall indemnify and hold Kirkham Michael, its agents and employees harmless from and against any claims, losses, damages and expenses, including but limited to defense costs and time of Kirkham Michael professionals, to the extent such claim, loss, damage or expense arises out such deviations.

20. PROPRIETARY DATA

The technical and pricing information contained in the accompanying Proposal or this Agreement is to be considered Confidential and Proprietary, and is not to be disclosed or otherwise made available to third parties without the express written consent of Kirkham Michael.

Exhibit B
SCOPE OF SERVICES

Project Scope

The City of Ankeny is interested in constructing a culvert to convey Deer Creek under the future extension of NE Four Mile Drive. The culvert will be designed in conjunction with a proposed sanitary trunk sewer project and a future residential development project. Coordination with the developer's engineer will be required for both projects.

The proposed design will be an Iowa Department of Transportation standard cast-in-place Reinforced Concrete Box (RCB) Culvert. The project will include black vinyl chain link fencing on the culvert headwalls. No other aesthetic enhancements are included. No impacts to existing utilities are anticipated, therefore this project scope does not include relocation of utilities.

Engineering Services to be Provided

The scope of services to be performed shall be completed in accordance with generally accepted standards of practice and shall include the services and supplies to complete the following tasks:

I. PROJECT MANAGEMENT

This task will be ongoing throughout the project period. Greg Cabalka will serve as the Consultant Project Manager. The Consultant Project Manager will serve as primary point of contact, manage project schedule and budget, and be responsible for coordinating work of design team members. The Consultant Project Manager will provide continuous project administration, management and coordination of tasks and activities, preparation of monthly progress reports, issuing of invoices and billings, ensuring appropriate quality assurance/quality control and other project management related activities deemed necessary to ensure efficient and timely project completion.

II. PRELIMINARY DESIGN

Preliminary plans shall be prepared and submittals made to the City of Ankeny, in accordance with the Preliminary Plan Guidelines in the Instructional Memorandums to Local Public Agencies. Impact to wetlands is not expected. HEC-RAS hydraulic models will be created by the Engineer as necessary to prepare permit applications to IDNR/USACE and FEMA. Horizontal alignment of NE Four Mile Drive will be provided by the developer's engineer. HEC-RAS modeling will be used to develop the culvert size and will be provided by the Engineer to the developer's engineer and the City of Ankeny. Street width will be 31' B/B with 5' sidewalk on the east side of the street and 8' sidewalk on the west side of the street. The NE Four Mile Drive corridor will have an 80' Right-of-Way width.

A. **Topographic Survey –** To be provided by developer's engineer. Engineer to provide supplemental survey required specifically for the culvert design.

B. **Hydraulic Analysis / Feasibility Study –** Engineer will evaluate up to two culvert options as part of the

hydraulic analysis. The stream model used to analyze the potential detention basin upstream of the site will be provided by the City of Ankeny.

C. Environmental Concurrence and Phase I Cultural Resource Survey – Not a part of this contract. To be provided by developer's engineer.

D. Submittal to Permitting Agencies –

a. **US Army Corps of Engineers (USACE)** - The Engineer shall prepare and make application submittal for a Nationwide 404 Permit from the USACE. An Individual 404 Permit from USACE is not expected to be required. Application for an Individual 404 Permit, if necessary, will be considered extra work. Services to provide wetland delineation are included. Preparation of a wetland mitigation plan, if required, will be considered extra work.
b. **Iowa Department of Natural Resources (IDNR)** - Application for a Floodplain permit from IDNR is expected and will be made as part of this project. Hydraulic modeling revisions required by IDNR review that are beyond the control of the Engineer will be considered extra work. Submittal to IDNR will be made to request review for threatened or endangered species.
c. **Federal Emergency Management Agency (FEMA) –** It is not expected that revisions to Flood Insurance Rate Maps will be required. Preparation and submittal of CLOMR or LOMR is not included. If required, this work will be considered extra work.
d. Any additional permit application submittals, if necessary, will be considered extra work.

E. Legal Survey / Plats – Not part of this project. To be provided by developer's engineer.

III. FINAL DESIGN

Check plans and final plans shall be prepared in accordance with the Check and Final Plan Guidelines in the Instructional Memorandums to Local Public Agencies. Final plans will provide culvert length, construction joint locations, and elevations. Culvert barrel dimensions and reinforcing details will be provided by referencing IaDOT standard drawings. Plans will include a Pollution Prevention Plan. NPDES permit application is included as the disturbed area will likely be more than 1.0 acre.

A. Materials Testing – Geotechnical investigation for the culvert will be provided at actual cost charged by a sub-consultant selected and hired by the Engineer.

B. Right-of-Way Acquisition - Not a part of this contract. Not Anticipated.

C. Utility Accommodation - Not a part of this contract. Not Anticipated.

IV. LETTING AND CONSTRUCTION

A. The project will be let by the City of Ankeny and the Engineer shall supply the necessary documents for this process using City of Ankeny templates for the front ends and the SWPPP.

B. The Engineer shall answer questions from potential contractors, subcontractors, and suppliers, and coordinate with the City of Ankeny during this phase of services.

C. The Engineer shall attend the meeting at which bids are received, tabulate the bids, and make recommendations to the City Council regarding the awarding of the construction contract to the lowest qualified bidder.

The Engineer will perform construction administration / observation services during construction if requested by the City of Ankeny. These construction phase services would be contracted through a separate agreement.

Project Schedule

Topographic Survey and horizontal roadway alignment from the developer's engineer are needed at the time of the notice to proceed.

Preliminary Design will be completed in October 2017 for submittal to the Iowa DNR and other agencies. Request will be made for an expedited review by IDNR.

Final Design will be completed within 1 month of receiving Iowa DNR approval. (Review time is currently estimated to be 4 months).

Letting is anticipated in late March or early April 2018, but will depend on Iowa DNR review time.

Exhibit C

LOCATION MAP

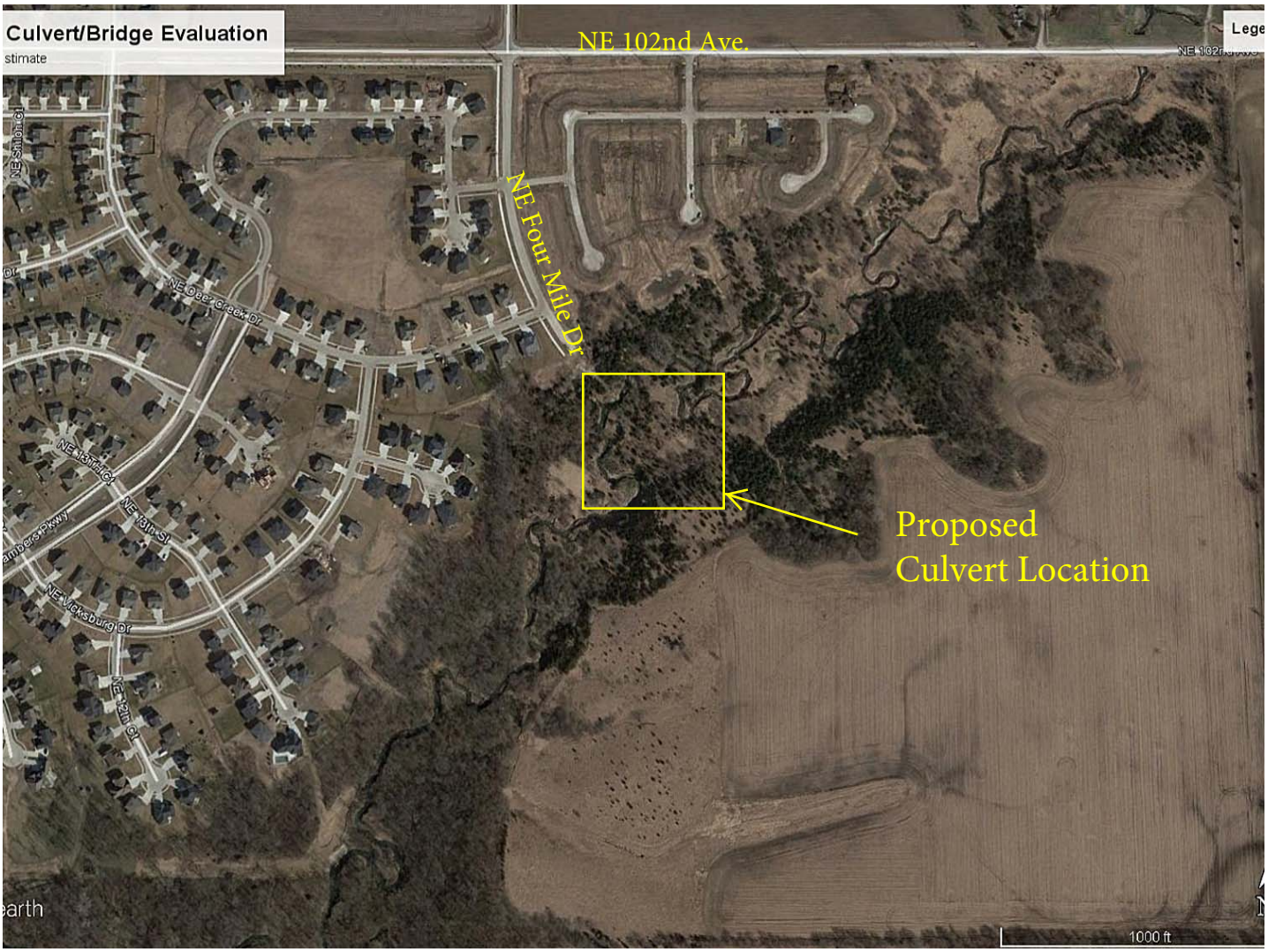


Exhibit D
FEE ESTIMATE AND HOURLY RATES

A. For full and complete compensation for work, materials, and services furnished for the Scope of Services in this Agreement, the Engineer shall be paid the following fees, including any authorized reimbursable expenses. The Owner shall pay fees associated with required permits.

I. PROJECT MANAGEMENT:
General Project Management — Estimated Cost = $4,930.00

II. PRELIMINARY DESIGN:

Preliminary Culvert Design	$21,080	
Topographic Survey	$ 1,570	
Hydraulic Analysis	$ 2,600	
Wetlands Determination, Delineation	$ 4,600	
Submittals to Permitting Agencies	$ 2,870	
Estimated Cost =		$32,720.00

III. FINAL DESIGN:
Final Culvert Design — Estimated Cost = $20,330.00

IV. LETTING AND CONSTRUCTION:
General Letting Services — Estimated Cost = $2,515.00

SUBCONSULTANT WORK:
Geotechnical and Hazardous Materials Testing
To be provided at actual cost charged by a sub-consultant hired by the Engineer. $6,900.00
Historical, Archeological
Not a part of this contract. To be considered extra work, if required.
Wetland Mitigation
Not a part of this contract. To be considered extra work, if required.

Project Total (Engineer)	$ 60,495.00
Project Total (Subconsultants)	6,900.00
Total Not to Exceed Cost	$ 67,395.00

B. Work items not addressed in the Scope of Services included in this Agreement shall be considered extra work, and may be completed if required, at additional cost, to be negotiated at the time the work is found necessary.

C. The Engineer shall invoice the Owner monthly for services, and any approved amendments to this Agreement, based upon services actually completed at the time of the invoice. Final payment shall be due and payable within 30 days of the Owner's acceptance of Engineer's submission of final deliverables in accordance with the Scope of Services.

D. In consideration of said compensation, the Engineer agrees to perform all services, work, and/or provide all materials, supplies, and equipment, and to carry out the provisions of this Agreement in a good and workmanlike manner to the satisfaction of the Owner. If the performance of this Agreement involves the services of others or the furnishing of equipment, supplies, or materials, the Engineer agrees to pay for the same in full; and at the time of payment by the Owner, to certify in writing to the Owner that said payments have been so made.

Kirkham Michael Iowa 2017 Billing Rate Schedule by Classification	
KM Classification	**2017 Billing Rate**
Principal / Operations Manager	$175.00
Engineering Manager	$175.00
Principal Engineer	$170.00
Senior Scientist / NEPA Specialist	$145.00
Senior Engineer	$145.00
Associate Engineer	$120.00
Engineering Intern 1	$100.00
Engineering Intern 2	$105.00
Engineering Intern 3	$110.00
Design Manager	$135.00
Design Technician	$80.00
CADD Technician	$75.00
Licensed Surveyor	$195.00
Senior Project Surveyor	$125.00
Project Surveyor	$115.00
Survey Crew Chief	$95.00
Construction Engineer	$145.00
Construction Manager	$110.00
Senior Construction Observer	$95.00
Assistant Construction Observer / Technician	$80.00
Administrative	$80.00

Rates are subject to increase on January 1, 2018

??

ANKENY CITY COUNCIL

City Council Agenda

March 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: ?? COUNCIL GOAL:

Municipal Utilities

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Amendment No. 3 to the Professional Services Agreement increasing the contract amount by $9,500.00 with MSA Professional Services, Inc. for design and bidding engineering services on the NW 36th Street and NW Weigel Drive Water Main project.

EXECUTIVE SUMMARY:

The scope of the design and bidding engineering services and the corresponding fees are shown in the attached Amendment No. 3 to the Professional Services Agreement. A copy of the original Professional Services Agreement, Amendment #1, and Amendment #2 are also attached for reference.

The fee for the additional engineering services is $9,500.00. The original Professional Services Agreement for design engineering services was $120,010.00, Amendment #1 added another $5,750.00 and Amendment #2 added $119,700.00. Adding Amendment No. 3 to the Professional Services Agreement increases the total contract amount to $254,960.00.

It is recommended that the City Council approve Amendment No. 3 to the Professional Services Agreement with MSA Professional Services, Inc. in the amount of $9,500.00 for the NW 36th Street and NW Weigel Drive Water Main project.

FISCAL IMPACT: **??No**

This project is included in the City's 2021 - 2025 Capital Improvements Program for construction in 2022.

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the City Council approve Amendment No. 3 to the Professional Services Agreement with MSA Professional Services, Inc. in the amount of $9,500.00 for the NW 36th Street and NW Weigel Drive Water Main project.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Amendment #3
Amendment #2
Amendment #1
Professional Services Agreement

Amendment No. 3

To: **City of Ankeny**
Mark Holm
220 W. First St.
Ankeny, IA 50023

Date of Issuance: **March 7, 2022**

MSA Project No.: **09085046**

This is an amendment to the Agreement dated April 6, 2020 and does acknowledge that MSA Professional Services, Inc. (MSA) is authorized to begin work on the following project amendment:

Project Name: NW 36th Street and NW Weigel Drive Water Main

The scope of the work authorized is: Project Rebid Services
See Attached

The estimated fee for the work: $9,500

Authorization for the work described above shall amend the Agreement between MSA and OWNER. Any attachments or exhibits referenced in this Amendment are made part of the Agreement. Payment for these services will be on a time and materials basis.

Approval: MSA shall commence work on this project in accordance with your written authorization. This authorization is acknowledged by signature of the authorized representatives of the parties to this Amendment. A copy of this Amendment signed by the authorized representatives shall be returned for our files. If a signed copy of this Authorization is not received by MSA within seven days from the date of issuance, MSA may stop work on the project.

CITY OF ANKENY

Mark Holm
Mayor
Date:_____

220 W. First St.
Ankeny, IA 50023
Phone: 515-965-6400

MSA PROFESSIONAL SERVICES, INC.

Nichole Sungren

Nichole Sungren
Team Leader/Project Manager
Date: 02/24/2022

155 SE Delaware Ave., Suite F
Ankeny, IA 50021
Phone: 515-964-1920

Amendment 3 – Project Rebid Services

1. Plan Updates *$3,700.00*

a. ENGINEER shall file the required public notices (NPDES), file a Notice of Intent for coverage of the project under the Iowa DNR NPDES General Permit No. 2, and pay the associated NPDES permit fees.
b. Update Plans and Specifications, including OWNER provided standard front ends and the required SRF front end specifications to reflect new bid date and to address any comments from Contractors from original bid.
c. Update Opinion of Probable Cost based upon current bid pricing.
d. Perform QA/QC review of final plan set.
e. ENGINEER shall provide a Final design phase (100% complete) plan set to the OWNER for review and comment.
f. Provide OWNER with final PDF of final plans and specifications.
g. Update Iowa DNR water supply Permit Applications and submit. ENGINEER shall pay appropriate fees.

2. Bidding *$2,900.00*

a. Printing of bidding Documents (up to 10 sets of plans and specifications)
b. Uploading plans and specifications to QuestCDN for bidding purposes from final PDF.
c. Assist OWNER with Bidding Documents distribution, as necessary
d. Email Notice to Bidders to the City's preferred bidders list
e. Respond to Contractor questions during bidding process
f. Attend Bid Opening;
g. Tabulate Bids and distribute to OWNER
h. Assist the OWNER in Evaluating bidders and make a recommendation for award
i. Preparation of construction contract for signature and distribute signed contracts,
j. Review completed contract, bonds, and insurance and issue Notice to Proceed

3. Preconstruction and Shop Drawings *$2,900.00*

a. Conduct a preconstruction conference with all interested parties;
    i. Set up meeting and distribute meeting invitation
    ii. Prepare and distribute minutes and agenda
b. Review and approve shop drawings, samples and other construction related materials.

Items Not Included in Amendment #3 Services

1. Additional Meetings

Additional meetings, not listed in the scope above, will be considered out of scope and will be added by Amendment, if required.

Amendment No. 2

To: **City of Ankeny**
Gary Lorenz
220 W. First St.
Ankeny, IA 50023

Date of Issuance: **February 15, 2021**

MSA Project No.: **09085046**

This is an amendment to the Agreement dated April 6, 2020 and does acknowledge that MSA Professional Services, Inc. (MSA) is authorized to begin work on the following project amendment:

Project Name: NW 36th Street and NW Weigel Drive Water Main

The scope of the work authorized is: Construction Relation Services
See Attached

The estimated fee for the work: $119,700

Authorization for the work described above shall amend the Agreement between MSA and OWNER. Any attachments or exhibits referenced in this Amendment are made part of the Agreement. Payment for these services will be on a time and materials basis.

Approval: MSA shall commence work on this project in accordance with your written authorization. This authorization is acknowledged by signature of the authorized representatives of the parties to this Amendment. A copy of this Amendment signed by the authorized representatives shall be returned for our files. If a signed copy of this Authorization is not received by MSA within seven days from the date of issuance, MSA may stop work on the project.

CITY OF ANKENY

Gary Lorenz
Mayor
Date:_____

220 W. First St.
Ankeny, IA 50023
Phone: 515-965-6400

MSA PROFESSIONAL SERVICES, INC.

Nichole Sungren
Team Leader/Project Manager
Date: 02/05/2021

Jake Huck, P.E.
Regional Public Works Manager
Date: 02/05/2021

155 SE Delaware Ave., Suite F
Ankeny, IA 50021
Phone: 515-964-1920

Amendment 2 – Construction Phase Services

1. Construction Administration Phase *$28,400.00*

a. Meet with the Owner to determine project construction requirements, provide periodic updates of the project progress, and discuss any relevant issues concerning the project.
b. Conduct a preconstruction conference with all interested parties via a Virtual Meeting platform;
    i. Set up meeting and distribute electronic meeting invitation
    ii. Prepare and distribute minutes and agenda
c. Receive and review any and all schedules that contractor has submitted, including progress schedule and schedule of Values.
d. Review and approve shop drawings, samples and other construction related materials;
e. Recommend Change orders to Owner as appropriate and prepare same.
f. Provide one copy of all Contractor Submittals to Owner
g. Attend weekly construction meetings. An assumption of twenty-two (22) onsite meetings is with this scope.
h. Prepare, review and recommend contractor's application for payment on OWNER standard form;
i. Attend and prepare project punchlist upon project substantial completion
j. Prepare project close out documents, including punch list of noncompliant construction features and owners' certificate of completion.
k. Perform internal quality review to assure compliance with OWNER's intent.
l. Coordinate internal Staff to assure compliance with OWNER's intent
m. Prepare Project Correspondence.
n. Prepare and submit invoices. Invoices shall be submitted monthly and are payable within 30 days of receipt.
o. Coordinate with McClure Engineering in regards to SRF wage rate review and SRF administration tasks

2. Construction Staking Phase *$12,000.00*

a. Water Mains (Includes 1 set of stakes):
    i. Place stakes for proposed water main on line (no offset) at 100 foot intervals. Label stakes as centerline of water main with elevation reference to the top of the proposed pipe to ensure sufficient depth is achieved.
    ii. Place stakes for all hydrants, valves, bends, tees, and other appurtenances with appropriate offsets. Label stakes with offset distance and elevation reference to proposed finished grade adjacent to the hydrant, valve, bend, tee, or other appurtenance.
    iii. Place stakes at all crossings of storm sewers and sanitary sewers. Label stakes with top of pipe elevations at the crossing for water mains and sewer mains to ensure proper depth and vertical separation.

3. Construction Observation Phase *$73,900.00*

a. Provide on-site observation to determine the amount, quality, acceptability, and fitness of the work, materials and equipment, which are to be paid for under the contract, and to reject or condemn work, material or equipment which does not conform to the terms of the contract.
    i. Onsite (3/4 time – 110 Working Days) observations have been assumed to be performed for 660 hours during critical operations construction (i.e. paving, utilities, etc.) by the on-site observer, as well as 40 hours of onsite engineering observation by project manager for a total of 700 hours.
        1. Authority of the Engineer shall be as detailed in SUDAS Section 1050 Part 1.01
        2. Authority and Duties of the Engineer's Authorized Representative (RPR) shall be as detailed in SUDAS Section 1050 Part 1.02

ii. Defective work: Reject work if, on the basis of observations, engineer believes that either such work is defective under the standards of the contract documents, or will not produce a completed project that conforms to the contract documents.

b. Conduct periodic onsite meetings with Contractor to assist in the coordination of the work.

4. Post-Construction Phase *$5,400.00*

a. Prepare as-built drawings for the proposed improvements.
b. Provide OWNER with all applicable submittals listed in the City of Ankeny's Pre-Construction and Post-Construction Submittals document under Projects for Public Government (CIP) Projects.
c. Submit all files via email / download link to the City of Ankeny's Project Manager for the specific Public Government (CIP) project being submitted.

Items Not Included in Amendment #2 Services

1. Additional Stakes

Additional stakes, due to the Contractor's negligence, will be at the Contractor's expense. The Engineer will notify the City, in writing (email) of the staking needs prior to staking in the field.

2. Additional Construction Observation Services

Working days will be charged for Sundays and recognized legal holidays the Contractor does work and will be included in the assumed contract construction observation fee. Working days will not be charged for Saturdays that the Contractor does work, unless a mandatory six-day workweek is specified in the contract documents. If the Contractor chooses to work Saturdays, the Owner will be notified at the next weekly construction meeting and the number of Saturdays worked will be monitored. If in the event the number of construction observation hours exceeds the assumed contract hours due to Contractor's Saturday work, this will result in a contract amendment.

Construction observation hours based on assumptions made per Section 3.a.i. of this contract. If in the event the number of construction observation hours has the potential to exceed the assumed contract hours, the Engineer will notify the Owner prior to this occurring and will request a contract amendment to proceed.

Amendment No. 1

To: **City of Ankeny**
Gary Lorenz
410 W. First St.
Ankeny, IA 50023

Date of Issuance: **June 1, 2020**

MSA Project No.: **09085046**

This is an amendment to the Agreement dated April 6, 2020 and does acknowledge that MSA Professional Services, Inc. (MSA) is authorized to begin work on the following project amendment:

Project Name: NW 36th Street and NW Weigel Drive Water Main

The scope of the work authorized is: See Attached

The revisions to schedule are as follows: See Attached

The estimated fee for the work: $5,750

Authorization for the work described above shall amend the Agreement between MSA and OWNER. Any attachments or exhibits referenced in this Amendment are made part of the Agreement. Payment for these services will be on a time and materials basis.

Approval: MSA shall commence work on this project in accordance with your written authorization. This authorization is acknowledged by signature of the authorized representatives of the parties to this Amendment. A copy of this Amendment signed by the authorized representatives shall be returned for our files. If a signed copy of this Authorization is not received by MSA within seven days from the date of issuance, MSA may stop work on the project.

CITY OF ANKENY

Gary Lorenz
Mayor
Date:_____

410 W. First St.
Ankeny, IA 50023
Phone: 515-965-6400

MSA PROFESSIONAL SERVICES, INC.

Nichole Sungren
Team Leader/Project Manager
Date: 05/22/2020

Jake Huck, P.E.
Regional Public Works Manager
Date: 05/22/2020

155 SE Delaware Ave., Suite F
Ankeny, IA 50021
Phone: 515-964-1920

Amendment 1 – Design Phase Services

1. Additional Topographic Survey of East Side of NW Weigel Dr. *$3,850.00*

a. Perform topographic survey of project site. ENGINEER shall establish horizontal and vertical control by State Plane Coordinates (NAD83/Iowa South) and sea level elevations (NAVD88), for the Project area. Topographic surveys are anticipated to be limited to those areas requiring detailed elevation information for proper construction installation of agreed upon alignment.
b. ENGINEER shall determine the location of utilities within the existing right-of-way for the project. Underground utilities will be incorporated into the project through map requests to the utility companies, One-Call Design locate and survey, and shall be drawn into the design file.
    i. Field verification of utility depths will not be included for any private utilities or public utilities that do not terminate at a structure
c. Topographic survey shall be limited to:
    i. Surface features, elevation shots and utilities with in proposed project improvement area.
    ii. Surface features to be located include but are not limited to:
        1. CL to East ROW along NW Weigel Drive
        2. Crossing of High Trestle Trail
        3. Driveway crossings

2. Easement Acquisition Plats *$1,900.00*

a. Preparation of easement acquisition plats (in PDF format) for parcels associated with NW 36th permanent water main and temporary easements to provide to OWNER for use in Easement Acquisitions
b. Preparation of legal descriptions of permanent and temporary easements in Word format to provide to the OWNER for use in Easement Acquisitions

Items Not Included in Amendment #1 Services

1. Additional Meetings

Attendance at any such meetings that are not specifically addressed above shall be considered above and beyond the scope of services as identified herein.

2. Additional Design Phase Services

It has been assumed under this agreement that design phase services (not listed in Amendment #1) or under the original design contract, shall be considered out of the scope of this agreement.

3. Additional Soil Borings

It has been assumed under this agreement that soil borings for the east side of NW Weigel Drive are not required per the direction of the Owner and shall be considered out of the scope of this agreement.

PROJECT SCHEDULE NW 36th and NW Weigel Water Main

The project from Design, through bidding services shall be performed by ENGINEER in accordance with a schedule generally described as follows:

MILESTONE	DATE
~~Project Authorization from City~~	~~April 6, 2020~~
~~Begin Survey~~	~~April 7-13, 2020~~
~~Preliminary Plan Preparation~~	~~April 13-June 5, 2020~~
Project Authorization of Amendment #1	June 1, 2020
East Side Weigel Survey	June 2-June 5, 2020
Preliminary Plan Preparation	June 8-July 3, 2020
Preliminary Plan Submittal	July3, 2020
City Preliminary Plan Review	July 6-July 17, 2020
Check Plan Preparation	July 20-September 11, 2020
Check Plan Submittal	September 11, 2020
City Check Plan Review	September 14-September 25, 2020
Final Plan Preparation	September 28-October 9, 2020
Final Plan Submittal	October 9, 2020
City Final Plan Review	October 12-October 23, 2020
Submit Notice to Bidders and Notice of Public Hearing to Bond Counsel *	December 28, 2020
Final Plans to Clerk for February 1st Letting	December 28, 2020
Set Bid Date and Public Hearing Date	January 4, 2021
Post Notice to Bidders and Notice of Public Hearing To Iowa League & MBI	January 8, 2021
Publish Notice to Bidders and Notice of Public Hearing In Des Moines Register	January 15, 2021
Bid Letting	January 26, 2021
Award of Contract	February 1, 2021
Project Construction	Spring/Summer 2021

ENGINEER shall not be responsible for delays in schedule which are beyond the ENGINEER's control.

* Schedule set for anticipated February 1, 2021 letting date. This is based on the assumption of a 3-month SRF environmental review after the September 15th commission meeting. If the environmental review timeline differs, the letting date could potentially be shifted.

Professional Services Agreement

This AGREEMENT (Agreement) is made today April 6, 2020 by and between CITY OF ANKENY (OWNER) and MSA PROFESSIONAL SERVICES, INC. (MSA), which agree as follows:

Project Name: NW 36th Street and NW Weigel Drive Water Main

The scope of the work authorized is: See Attached

The cost, not to exceed, for the work is: $120,010

All services shall be performed in accordance with the General Terms and Conditions of MSA, which is attached and made part of this Agreement. Any attachments or exhibits referenced in this Agreement are made part of this Agreement. Payment for these services will be on a time and expense basis.

Approval: Authorization to proceed is acknowledged by signatures of the parties to this Agreement.

CITY OF ANKENY

Gary Lorenz
Mayor
Date:

410 W. First St.
Ankeny, IA 50023
Phone: 515-965-6400

MSA PROFESSIONAL SERVICES, INC.

Nichole Sungren

Nichole Sungren, P.E.
Team Leader/Project Manager
Date: April 6, 2020

Jake Huck, PE
Regional Public Works Manager
Date: April 6, 2020

1555 SE Delaware Ave., Suite F
Ankeny, IA 50021
Phone: 515-964-1920

ATTACHMENT A:
RATE SCHEDULE

CLASSIFICATION	LABOR RATE
Architects	$115 – $175/hr.
Clerical	$ 60 – $115/hr.
CAD Technician	$ 95 – $143/hr.
Geographic Information Systems (GIS)	$ 75 – $143/hr.
Housing Administration	$ 75 – $120/hr.
Hydrogeologists	$125 – $155/hr.
Planners	$ 85 – $170/hr.
Principals	$175 – $275/hr.
Professional Engineers	$ 86 – $190/hr.
Project Manager	$ 150 – $238/hr.
Professional Land Surveyors	$ 87 – $165/hr.
Staff Engineers	$ 80 – $150/hr.
Technicians	$ 65 – $128/hr.
Wastewater Treatment Plant Operator	$ 75 – $ 95/hr.

REIMBURSABLE EXPENSES	
Copies/Prints	Rate based on volume
Fax	$1.00/page
GPS Equipment	$40/hour
Mailing/UPS	At cost
Mileage – Reimbursement (currently $0.575/mile)	Rate set by Fed. Gov.
Mileage – MSA Vehicle (currently $0.70/mile)	Rate set by Fed. Gov
Nuclear Density Testing	$25.00/day + $10/test
Organic Vapor Field Meter	$100/day
PC/CADD Machine	Included in labor rates
Stakes/Lath/Rods	At cost
Total Station	Included in labor rates
Travel Expenses, Lodging, & Meals	At cost
Traffic Counting Equipment & Data Processing	At cost
Trimble Geodimeter	$30/hour

* Labor rates represent an average or range for a particular job classification. These rates are in effect until January 1, 2021.

MSA PROFESSIONAL SERVICES, INC. (MSA) –
GENERAL TERMS AND CONDITIONS OF SERVICES (PUBLIC - Iowa)

1. **Scope and Fee.** The quoted fees and scope of services constitute the best estimate of the fees and tasks required to perform the services as defined. This agreement upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development service, activities often cannot be fully defined during initial planning. As the project progresses, facts uncovered may reveal a change in direction which may alter the scope. MSA will promptly inform the OWNER in writing of such situations so that changes in this agreement can be made as required. The OWNER agrees to clarify and define project requirements and to provide such legal, accounting and insurance counseling services as may be required for the project

2. **Billing.** MSA will bill the OWNER monthly with net payment due upon receipt. Past due balances shall be subject to an interest charge at a rate of 12% per year from said thirtieth day. In addition, MSA may, after giving seven days written notice, suspend service under any agreement until the OWNER has paid in full all amounts due for services rendered and expenses incurred, including the interest charge on past due invoices.

3. **Costs and Schedules.** Costs and schedule commitments shall be subject to change for delays caused by the OWNER's failure to provide specified facilities or information or for delays caused by unpredictable occurrences including, without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults, by suppliers of materials or services, process shutdowns, acts of God or the public enemy, or acts of regulations of any governmental agency. Temporary delays of services caused by any of the above which result in additional costs beyond those outlined may require renegotiation of this agreement.

4. **Access to Site.** Owner shall furnish right-of-entry on the project site for MSA and, if the site is not owned by Owner, warrants that permission has been granted to make planned explorations pursuant to the scope of services. MSA will take reasonable precautions to minimize damage to the site from use of equipment, but has not included costs for restoration of damage that may result and shall not be responsible for such costs.

5. **Location of Utilities.** Consultant shall use reasonable means to identify the location of buried utilities in the areas of subsurface exploration and shall take reasonable precautions to avoid any damage to the utilities noted. However, Owner agrees to indemnify and defend Consultant in the event of damage or injury arising from damage to or interference with subsurface structures or utilities which result from inaccuracies in information of instructions which have been furnished to Consultant by others.

6. **Professional Representative.** MSA intends to serve as the OWNER's professional representative for those services as defined in this agreement, and to provide advice and consultation to the OWNER as a professional. Any opinions of probable project costs, reviews and observations, and other decisions made by MSA for the OWNER are rendered on the basis of experience and qualifications and represents the professional judgment of MSA. However, MSA cannot and does not guarantee that proposals, bid or actual project or construction costs will not vary from the opinion of probable cost prepared by it.

7. **Construction.** This agreement shall not be construed as giving MSA, the responsibility or authority to direct or supervise construction means, methods, techniques, sequence, or procedures of construction selected by the contractors or subcontractors or the safety precautions and programs incident to the work of the contractors or subcontractors.

8. **Standard of Care.** In conducting the services, MSA will apply present professional, engineering and/or scientific judgment, and use a level of effort consistent with current professional standards in the same or similar locality under similar circumstances in performing the Services. The OWNER acknowledges that "current professional standards" shall mean the standard for professional services, measured as of the time those services are rendered, and not according to later standards, if such later standards purport to impose a higher degree of care upon MSA.

MSA does not make any warranty or guarantee, expressed or implied, nor have any agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, MSA will not accept those terms and conditions offered by the OWNER in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt, or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

9. **Construction Site Visits.** MSA shall make visits to the site at intervals appropriate to the various stages of construction as MSA deems necessary in order to observe, as an experienced and qualified design professional, the progress and quality of the various aspects of Contractor's work.

The purpose of MSA's visits to, and representation at the site, will be to enable MSA to better carry out the duties and responsibilities assigned to and undertaken by MSA during the Construction Phase, and in addition, by the exercise of MSA's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed work of Contractor will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. On the other hand, MSA shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work nor shall MSA have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Accordingly, MSA neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

10. **Termination.** This Agreement shall commence upon execution and shall remain in effect until terminated by either party, at such party's discretion, on not less than thirty (30) days' advance written notice. The effective date of the termination is the thirtieth day after the non-terminating party's receipt of the notice of termination. If MSA terminates the Agreement, the OWNER may, at its option, extend the terms of this Agreement to the extent necessary for MSA to complete any services that were ordered prior to the effective date of termination. If OWNER terminates this Agreement, OWNER shall pay MSA for all services performed prior to MSA's receipt of the notice of termination and for all work performed and/or expenses incurred by MSA in terminating Services begun after MSA's receipt of the termination notice. Termination hereunder shall operate to discharge only those obligations which are executory by either party on and after the effective date of termination. These General Terms and Conditions shall survive the completion of the services performed hereunder or the Termination of this Agreement for any cause.

This agreement cannot be changed or terminated orally. No waiver of compliance with any provision or condition hereof should be effective unless agreed in writing and duly executed by the parties hereto.

11. **Betterment.** If, due to MSA's error, any required or necessary item or component of the project is omitted from the construction documents, MSA's liability shall be limited to the reasonable costs of correction of the construction, less what OWNER'S cost of including the omitted item or component in the original construction would have been had the item or component not been omitted. It is intended by this provision that MSA will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.

12. **Hazardous Substances.** OWNER acknowledges and agrees that MSA has had no role in generating, treating, storing, or disposing of hazardous substances or materials which may be present at the project site, and MSA has not benefited from the processes that produced such hazardous substances or materials. Any hazardous substances or materials encountered by or associated with Services provided by MSA on the project shall at no time be or become the property of MSA. MSA shall not be deemed to possess or control any hazardous substance or material at any time; arrangements for the treatment, storage, transport, or disposal of any hazardous substances or materials, which shall be made by MSA, are made solely and exclusively on OWNER's behalf for OWNER's benefit and at OWNER's direction. Nothing contained within this Agreement shall be construed or interpreted as requiring MSA to assume the status of a generator, storer, treater, or disposal facility as defined in any federal, state, or local statute, regulation, or rule governing treatment, storage, transport, and/or disposal of hazardous substances or materials.

All samples of hazardous substances, materials or contaminants are the property and responsibility of OWNER and shall be returned to OWNER at the end of a project for proper disposal. Alternate arrangements to ship such samples directly to a licensed disposal facility may be made at OWNER's request and expense and subject to this subparagraph.

13. **Insurance.** MSA will maintain insurance coverage for: Worker's Compensation, General Liability, and Professional Liability. MSA will provide information as to specific limits upon written request. If the OWNER requires coverages or limits in addition to those in effect as of the date of the agreement, premiums for additional insurance shall be paid by the OWNER. The liability of MSA to the OWNER for any indemnity commitments, or for any damages arising in any way out of performance of this contract is limited to such insurance coverages and amount which MSA has in effect.

14. **Reuse of Documents.** Reuse of any documents and/or services pertaining to this project by the OWNER or extensions of this project or on any other project shall be at the OWNER's sole risk. The OWNER agrees to defend, indemnify, and hold harmless MSA for all claims, damages, and expenses including attorneys' fees and costs arising out of such reuse of the documents and/or services by the OWNER or by others acting through the OWNER.

15. **Indemnification.** To the fullest extent permitted by law, MSA shall indemnify and hold harmless, OWNER, and OWNER's officers, directors, members, partners, agents, consultants, and employees (hereinafter "OWNER") from claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of MSA or MSA's officers, directors, members, partners, agents, employees, or Consultants (hereinafter "MSA"). In no event shall this indemnity agreement apply to claims between the OWNER and MSA. This indemnity agreement applies solely to claims of third parties. This agreement does not give rise to any duty on the part of MSA to defend the OWNER on any claim arising under this agreement.

To the fullest extent permitted by law, OWNER shall indemnify and hold harmless, MSA, and MSA's officers, directors, members, partners, agents, consultants, and employees (hereinafter "MSA") from claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of the OWNER or the OWNER's officers, directors, members, partners, agents, employees, or Consultants (hereinafter "OWNER"). In no event shall this indemnity agreement apply to claims between MSA and the OWNER. This indemnity agreement applies solely to claims of third parties. This agreement does not give rise to any duty on the part of the OWNER to defend MSA on any claim arising under this agreement.

To the fullest extent permitted by law, MSA's total liability to OWNER and anyone claiming by, through, or under OWNER for any cost, loss or damages caused in part or by the negligence of MSA and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that MSA's negligence bears to the total negligence of OWNER, MSA, and all other negligent entities and individuals.

16. **Dispute Resolution.** OWNER and MSA desire to resolve any disputes or areas of disagreement involving the subject matter of this Agreement by a mechanism that facilitates resolution of disputes by negotiation rather than by litigation. OWNER and MSA also acknowledge that issues and problems may arise after execution of this Agreement which were not anticipated or are not resolved by specific provisions in this Agreement. Accordingly, both OWNER and MSA will endeavor to settle all controversies, claims, counterclaims, disputes, and other matters in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect, unless OWNER and MSA mutually agree otherwise. Demand for mediation shall be filed in writing with the other party to this Agreement. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Neither demand for mediation nor any term of this Dispute Resolution clause shall prevent the filing of a legal action where failing to do so may bar the action because of the applicable statute of limitations. If despite the good faith efforts of OWNER and MSA any controversy, claim, counterclaim, dispute, or other matter is not resolved through negotiation or mediation, OWNER and MSA agree and consent that such matter may be resolved through legal action in any state or federal court having jurisdiction.

17. **Exclusion of Special, Indirect, Consequential and Liquidated Damages.** Consultant shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the project or this contract.

18. **State Law.** This agreement shall be construed and interpreted in accordance with the laws of the State of Iowa.

19. **Jurisdiction.** OWNER hereby irrevocably submits to the jurisdiction of the state courts of the State of Iowa for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement. OWNER further consents that the venue for any legal proceedings related to this Agreement shall be, at MSA's option, Sauk County, Wisconsin, or any county in which MSA has an office.

20. **Understanding.** This agreement contains the entire understanding between the parties on the subject matter hereof and no representations. Inducements, promises or agreements not embodied herein (unless agreed in writing duly executed) shall be of any force or effect, and this agreement supersedes any other prior understanding entered into between the parties on the subject matter hereto.

Scope of Services
NW 36th Street and NW Weigel Drive Water Main
WTM-20-001

Basic Engineering Services and Related Matters

MSA Professional Services, Inc. (ENGINEER) proposes to provide design phase services for the City of Ankeny, Iowa (OWNER), including submission of plans and specifications, of the following:

1) NW 36th Street and NW Weigel Drive Water Main WTM-20-001

Design approximately 9,300 LF of 16" diameter C900 PVC water main along NW 36th Street from NW Irvinedale Drive to NW Weigel Drive and along NW Weigel Drive from NW 36th Street to NW 18th Street. The purpose of this project is to add a redundant line for the boosted northwest pressure zone. Currently there is only one 12" main feeding this area. If there was any type of failure in the existing 12" main, major operational changes would be needed, and this area would no longer have boosted pressure. SUDAS Design Standards and Specifications shall be implemented, including current City of Ankeny Supplemental Specifications.

In association with completion of the above project, the following assumptions are applicable:

Survey:

Upon determination of project limits, a complete topographic survey of proposed improvement area shall be performed. Topographic survey shall include locating and identifying observable features within the improvement area, as well as research for determining existing property owners, and property lines. All One-Call locates, existing right of way and easements shall be surveyed in State Plane Coordinate system (NAD83/Iowa South) and in the NAVD88 vertical datum. No property acquisition services are anticipated from ENGINEER for the completion of project.

Permit Applications:

ENGINEER shall complete and submit all required forms to applicable regulatory agencies, as well as pay associated permit fees.

Project Coordination

ENGINEER shall coordinate design of project with applicable studies and/or construction projects, including the Irvinedale Drive Transmission Main – Phase 3.

Project Manager and Project Engineer

The ENGINEER shall assign Nichole Sungren, P.E. as the Project Manager and Andrew Inhelder, P.E. as the Project Engineer for the project. ENGINEER shall not modify said assignments without OWNER consent.

BASIC ENGINEERING SERVICES

1. SURVEY AND MAPPING *$9,910.00*

a. Perform topographic and boundary survey of project site. ENGINEER shall establish horizontal and vertical control by State Plane Coordinates (NAD83/Iowa South) and sea level elevations (NAVD88), for the Project area. Topographic surveys are anticipated to be limited to those areas requiring detailed elevation information for proper construction installation of agreed upon alignment.
b. ENGINEER shall determine the location of utilities within the existing right-of-way for the project. Underground utilities will be incorporated into the project through map requests to the utility companies, One-Call Design locate and survey, and shall be drawn into the design file.
    i. Field verification of utility depths will not be included for any private utilities or public utilities that do not terminate at a structure
c. Topographic survey shall be limited to:
    i. Surface features, elevation shots and utilities with in proposed project improvement area as depicted on Attachment D_Project Map.
    ii. Surface features to be located include but are not limited to:
        1. Existing 12" water main at the NW Weigel Drive and NW 18th Street Intersection
        2. CL to West ROW along NW Weigel Drive
        3. CL to South ROW along NW 36th Street
        4. NW 36th Street Intersection
        5. Crossing of High Trestle Trail
        6. Driveway crossings
        7. Stake the soil borings and provide locations/elevations for the geotechnical Subconsultant

2. PRELIMINARY DESIGN PHASE *$41,590.00*

a. Obtain existing public Utility location documentation from OWNER, as well as applicable existing franchise utilities and incorporate into the design.
b. Prepare proposed pipe routing plan for proposed facilities.
    i. Water main shall trenched in all locations except under the High Trestle Trail crossing, under which it will be bored, and potentially under the SW Weigel Drive crossing, if it is determined increase the overall boring economy
c. Evaluate proposed water main location with respect to the future roadway sections to ensure that the water main is not located under the future paving
d. Proposed water shall be located within existing ROW to eliminate need for ROW acquisition
    i. The proposed water main installation adjacent to the box culvert under NW 36th Street shall designed to avoid ROW acquisition
e. ENGINEER will design field/driveway entrance culverts to be replaced with RCP culverts of the same size as existing or a minimum of 15-inches
f. Coordination with franchise utility companies within project site
g. Conduct an internal QA/QC review of plan set.
h. Develop Preliminary Design Phase opinion of probable cost;
i. ENGINEER shall provide a preliminary design phase (50% complete) plan set to the OWNER for review and comment.
j. Prepare and perform necessary subsurface investigations to qualify in situ soil conditions through Sub consultant Terracon.
    i. Terracon shall provide the following services: Field Exploration, Laboratory Testing, Engineering and Project Delivery
    ii. Terracon shall provide seven (7) soil borings along the proposed water main routing as depicted on Attachment D_Project Map

3. FINAL DESIGN PHASE *$54,580.00*

a. Plan set revisions per comments from preliminary set comments from OWNER.
b. Prepare proposed pipe routing plan and profiles.
c. ENGINEER shall develop Erosion control plan and SWPPP. OWNER shall provide SWPPP Template.
d. ENGINEER shall develop a SWPPP, meeting local and state agency requirements, file the required public notices, file a Notice of Intent for coverage of the project under the Iowa DNR NPDES General Permit No. 2, and pay the associated NPDES permit fees.
e. ENGINEER shall develop phasing and traffic control plans; as necessary.
    i. The ENGINEER shall provide a bored water main design under the High Trestle Trail crossing to avoid disruption to the trail
    ii. ENGINEER shall coordinate staging plan to coincide with the Irvinedale Drive Transmission Main – Phase 3 project.
f. Prepare Plans and Specifications, including OWNER provided standard front ends and the required SRF front end specifications.
g. ENGINEER shall request a wage rate determination from SRF to be included in the project specifications as per SRF requirements.
h. Refine opinion of probable cost for check plan phase.
i. Perform QA/QC review of check plan set.
j. ENGINEER shall provide a check plan set (90% Complete) to the OWNER for review and comment.
k. Refine Opinion of Probable Cost based upon Completed Plans and Specifications.
l. Perform QA/QC review of final plan set.
m. ENGINEER shall provide a Final design phase (100% complete) plan set to the OWNER for review and comment.
n. Provide OWNER with final PDF of final plans and specifications.
o. Provide OWNER with (6) 11x17 paper copies of final plans and (3) paper copies of the specifications.
p. Provide OWNER with all applicable submittals listed in the City of Ankeny's Pre-Construction and Post-Construction Submittals document under Projects for Public Government (CIP) Projects.
q. Prepare Iowa DNR water supply, Polk County/Polk Conservation Board, and other relevant agencies, Permit Applications, and submit. ENGINEER shall pay appropriate fees.

4. BIDDING PHASE *$2,150.00*

a. Printing of bidding Documents (up to 10 sets of plans and specifications)
b. Uploading plans and specifications to QuestCDN for bidding purposes from final PDF.
c. Assist OWNER with Bidding Documents distribution, as necessary
d. Email Notice to Bidders to the City's preferred bidders list
e. Respond to Contractor questions during bidding process
f. Attend Bid Opening;
g. Tabulate Bids and distribute to OWNER
h. Assist the OWNER in Evaluating bidders and make a recommendation for award
i. Preparation of construction contract for signature and distribute signed contracts,
j. Review completed contract, bonds, and insurance and issue Notice to Proceed

5. PROJECT ADMINISTRATION *$11,780.00*

a. Project Administration Tasks
    i. Perform internal quality review to assure compliance with OWNER's intent.
    ii. Coordinate internal Staff to assure compliance with OWNER's intent.
    iii. Monitor project schedule and scope.
    iv. Prepare Project Correspondence.
    v. Prepare and submit invoices. Invoices shall be submitted monthly and are payable within 30 days of receipt.

b. Project Design Meetings
   i. Project Kickoff and Scoping Meeting with City Staff
   ii. Preliminary Plan Review Meeting with City Staff at Preliminary Plan (50%) completion.
   iii. Check Plan Review Meeting with City Staff at Preliminary Plan (90%) completion.
   iv. Final Plan Review Meeting with City Staff at Check Plan (100%) completion

Items Not Included in Basic Services

1. Additional Meetings

Attendance at any such meetings that are not specially addressed above shall be considered above and beyond the scope of services as identified herein.

2. Easements and Land Acquisition Services

It has been assumed under this agreement that no services are required in association with temporary and permanent easements or fee title land acquisition in relation to the construction identified. As such, any work in relation to temporary or permanent easements or fee title land acquisition shall be considered out of scope of this agreement.

3. Construction Related Services

It has been assumed under this agreement that no services are required in association with Construction Related Services, Administration and Inspection (Resident Project Representative), including SWPPP management, staking, as-built construction and monument preservation. As such, any work in relation to Construction administration and Inspection shall be considered out of scope of this agreement.

4**. SRF Funding Administration Services**

It has been assumed under this agreement that no services are required in association with SRF Funding Administration Services. As such, any work in relation to SRF Funding Administration Services, including wage rate review, American Iron and Steel compliance review and loan disbursements, shall be considered out of scope of this agreement. These services can be added to the contract by Amendment, if requested, at a later date.

5. Additional Permits

Any permits that are not specially addressed above shall be considered above and beyond the scope of services as identified herein.

PROJECT SCHEDULE NW 36th and NW Weigel Water Main

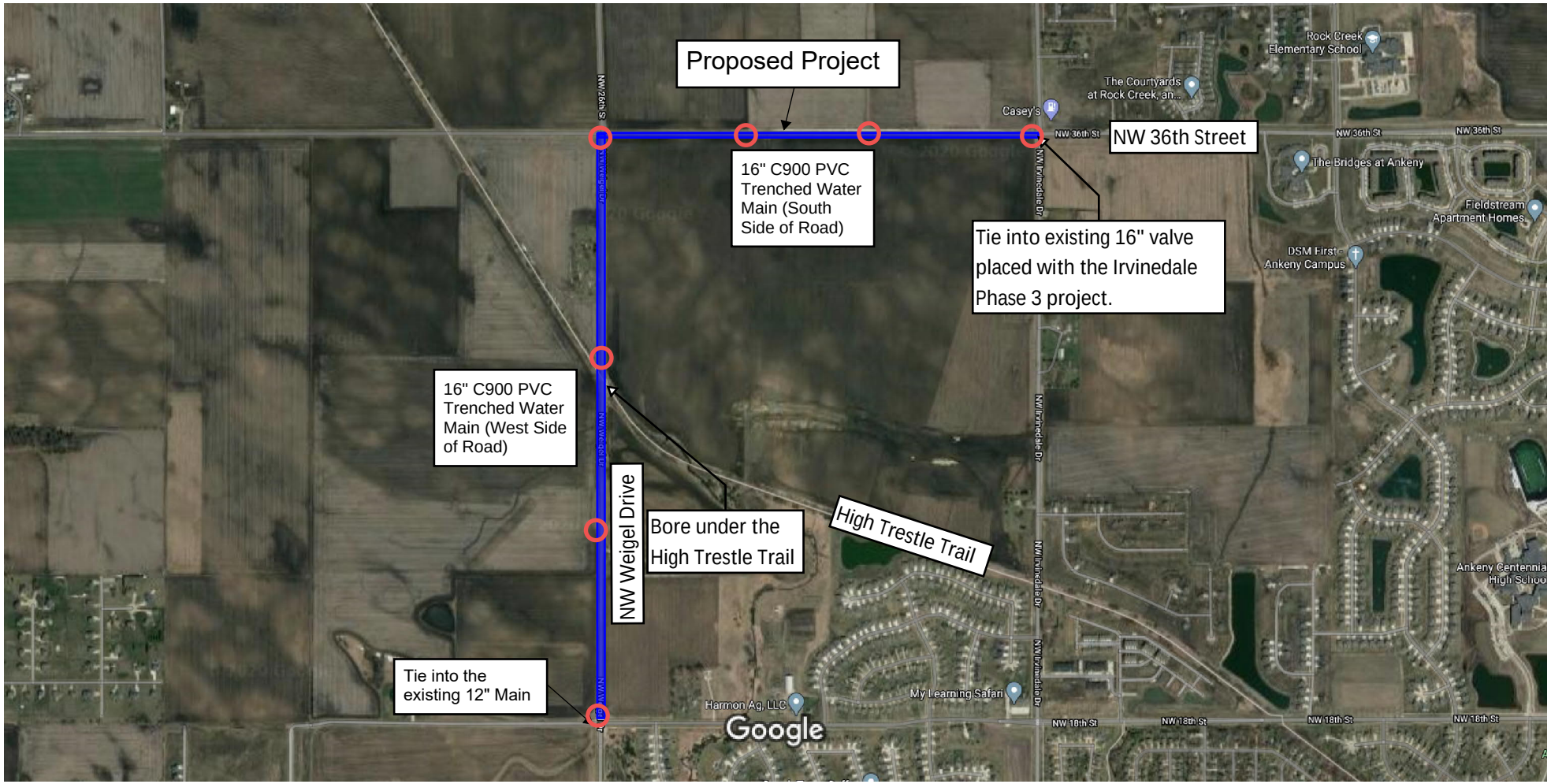
The project from Design, through bidding services shall be performed by ENGINEER in accordance with a schedule generally described as follows:

MILESTONE	DATE
• Project Authorization from City	April 6, 2020
• Begin Survey	April 7-13, 2020
• Preliminary Plan Preparation	April 13-June 5, 2020
• Preliminary Plan Submittal	June 8, 2020
• City Preliminary Plan Review	June 8-19, 2020
• Check Plan Preparation	June 22-August 14, 2020
• Check Plan Submittal	August 17, 2020
• City Check Plan Review	August 17-August 28, 2020
• Final Plan Preparation	August 31-September 11, 2020
• Final Plan Submittal	September 14, 2020
• City Final Plan Review	September 14-September 25, 2020
• Submit Notice to Bidders and Notice of Public Hearing to Bond Counsel *	December 28, 2020
• Final Plans to Clerk for February 1st Letting	December 28, 2020
• Set Bid Date and Public Hearing Date	January 4, 2021
• Post Notice to Bidders and Notice of Public Hearing To Iowa League & MBI	January 8, 2021
• Publish Notice to Bidders and Notice of Public Hearing In Des Moines Register	January 15, 2021
• Bid Letting	January 26, 2021
• Award of Contract	February 1, 2021
• Project Construction	Spring/Summer 2021

ENGINEER shall not be responsible for delays in schedule which are beyond the ENGINEER's control.

* Schedule set for anticipated February 1, 2021 letting date. This is based on the assumption of a 3-month SRF environmental review after the September 15th commission meeting. If the environmental review timeline differs, the letting date could potentially be shifted.

Google Maps



= Proposed Soil Boring

Imagery ©2020 Maxar Technologies, USDA Farm Service Agency, Map data ©2020 500 ft

Attachment D - Project Map

??

ANKENY CITY COUNCIL

City Council Agenda

March 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: ?? COUNCIL GOAL:

Public Works

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Change Order #1 decreasing the contract amount by $3,008.00 to Precision Underground Utilities, LLC for construction services on the Fiber Optic Connection to Ankeny Senior Center.

EXECUTIVE SUMMARY:

This change order reduces the the contract amount by $3,008.00; final quantities were adjusted due to changes during construction.

FISCAL IMPACT: **??No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Change Order #1

CHANGE ORDER FORM

city of Ankeny
Bringing it all together

Project Title:	Fiber Optic Connection to Ankeny Senior Center		
Contractor:	Precision Underground Utilities, LLC		
Address:	309 South Water Street, PO Box 409, Cambridge, IA 50046		
Finance Budget Code:	905.2905.4456	***Finance Project #***	905.4456
Vendor Project or Invoice #:	N/A	***PO #***	N/A
Original Contract Date:	April 19, 2021	***Vendor #***	5896

Change Order Number: 1

Change Order Date: March 7, 2022

Purpose of Change Order:

This change order is needed to revise final pay application quantities that were adjusted due to changes modified during the construction process.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
8.1	Provide and Install one (1) - 2" HDPE Conduit, Boring	LF	(6.00)	$ 10.00	$ (60.00)
8.2	Provide and Install one (1) - Type III Handhole (24x36x30)	EA	1.00	$ 1,500.00	$ 1,500.00
8.3	Install One (1) Fiber Optic Cable (96 count or less)	LF	(166.00)	$ 2.00	$ (332.00)
8.5	Fiber Optic Cable Fusion Splices	EA	(2.00)	$ 50.00	$ (100.00)
12.1	Remove Ex. HH at Park Maint, Provide and Install New Type IV HH	EA	1.00	$ 2,000.00	$ 2,000.00
					$ -
					$ -
					$ -
					$ -
					$ -
Change Order Number: 1 makes the following adjustments to the Contract:					**$ 3,008.00**

Contractor Accepted: Precision Underground Utilities, LLC
Firm Name

Signature — Date: 2-22-2022

Engineer Approved: City of Ankeny
Firm Name

Signature — Date: 2/22/22

Owner Accepted: City of Ankeny

Signature — Title

Date

Attest for Owner:

Signature — Title

Date

Record of Change Orders

#	Date	Amount
Original Contract Amount		$ 47,520.00
1	March 7, 2022	$ 3,008.00
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

Revised Contract Amount **$ 50,528.00**

Date Printed: 2/22/2022

??

ANKENY CITY COUNCIL

City Council Agenda

March 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: ?? COUNCIL GOAL:

Municipal Utilities

Ensure Economic Vitality

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Amendment No. 3 to the Professional Services Agreement with Snyder & Associates, Inc., for construction services on the second phase of improvements for the SE Crosswinds Drive - RISE Project in an amount not to exceed $228,650.00 and authorize the Mayor to execute said Agreement.

EXECUTIVE SUMMARY:

The action before the City Council is the approval of a third amendment to the Professional Services Agreement with Snyder & Associates, Inc. for the construction administration services needed for the second phase of the SE Crosswinds Drive - RISE Project.

In 2018, the property owner, Legacy III, LLC., and their contractor, Ryan Companies US, Inc., formulated a plan to extend SE Crosswinds Drive from SE 77th Street north in the Crosswinds Business Park to provide access to the future Kreg Tool site and other proposed developments. The City, on behalf of Legacy III, LLC and Ryan Companies applied for an Iowa DOT - RISE grant to provide partial funding for the street extensions and turn lane. The Iowa DOT subsequently awarded the grant.

Snyder & Associates was retained to complete the design and construction administration services needed to facilitate the street and utility improvements. In 2019, the design for the first phase of the project commenced.

Snyder completed the design of the first phase of the project, and subsequently was retained to complete the construction administration services for this phase by council approval of the previously submitted Amendment No. 1. The construction of the first phase of the project was completed in April 2021.

Amendment No. 2 was to facilitate the design of the second phase of the project. Amendment No. 2 agreement for design services was $176,050.00. The total for Professional Services Agreement including Amendment No. 2 was $526,300.00

The fee for the additional engineering services for Amendment No. 3 is $228,650.00. The previous total for Professional Services Agreement for engineering services was $526,300.00. Adding Amendment No. 3 to the Professional Services Agreement increases the total contract amount to $754,950.00.

It is recommended that the City Council approve Amendment No. 3 to the Professional Services Agreement with Snyder and Associates in the amount of $228,650.00 for the SE Crosswinds Drive - RISE project.

FISCAL IMPACT: **??No**

This phased project is included in the current CIP.

CITY MANAGER'S RECOMMENDATIONS:

Approve the Amendment No. 3 to the Professional Services Agreement with Snyder & Associates, Inc., for construction services on the second phase of improvements for the SE Crosswinds Drive - RISE Project in an amount not to exceed $228,650.00 and authorize the Mayor to execute said Agreement.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Amendment #3

AMENDMENT 3
TO
EXHIBIT A "SCOPE OF SERVICES"
OF THE
PROFESSIONAL SERVICES AGREEMENT
FOR
SE CROSSWINDS DRIVE RISE 2019 PROJECT

This Amendment entered into this 7th day of March, 2022, to the Professional Services Agreement dated March 18, 2019, by and between the City of Ankeny, Iowa, a municipal corporation, hereinafter referred to as the "CLIENT", and Snyder & Associates, Inc. hereinafter referred to as the "PROFESSIONAL".

This Amendment is for additional Professional Services associated with Construction Services for the second phase (Phase 2) of the SE Crosswinds Drive RISE Project and additional tasks on the Phase 2 design, hereinafter referred to as the "PROJECT".

Now, therefore it is hereby agreed by and between the parties hereto that the Professional Services Agreement be amended as follows:

I. SCOPE OF WORK

Replace the following paragraphs:

A. GENERAL

12. The PROFESSIONAL will provide Construction Services including Construction Administration, Construction Observation, Construction Survey and Record Drawings for Phase 1 and Phase 2. Monument Preservation will be conducted by the PROFESSIONAL for monuments disturbed in Phase 2.

B. ADDITIONAL SERVICES

8. ACQUISITION PLATS: For Phase 2 of the PROJECT, the PROFESSIONAL will prepare two (2) permanent right of way acquisition plats, four (4) permanent easement plats, and Temporary Construction Easement exhibits and legal descriptions for:

   a. Acquisition of permanent right-of-way from Legacy III for the radius at the northwest corner of SE Convenience Boulevard and SE 90th Street and ultimate right-of-way need along SE 90th Street.
   b. Acquisition of permanent right-of-way from the Iowa DOT for SE 90th Street on the south side of the roadway within the project limits.

c. Permanent easement plat for permanent stormwater easements for parcels Outlot V and Outlot W. Parcels are assumed to be under common ownership.
d. Permanent easement plats for sanitary sewer on the Housby Parcel and Outlot V.
e. The PROFESSIONAL, with the cooperation of the CLIENT, will coordinate with the Iowa DOT for acquisition of the right of way and easements.
f. The PROFESSIONAL will coordinate with the Developer to acquire permanent easements within the Crosswinds Business Park Plat and right of way from Legacy III. Cooperation from the Developer and Legacy III is anticipated. The Developer shall provide attorney services for these acquisition plats.
g. The PROFESSIONAL will provide up to three (3) title reports.
h. The PROFESSIONAL will provide additional extended title research for roadway easement areas being converted to Fee Title.
i. The PROFESSIONAL will provide stormwater easement plat revisions as directed, for the Housby parcel.

Add the following paragraphs:

A. GENERAL

21. The PROFESSIONAL will revise the geometric design for SE 90th Street from SE Convenience Boulevard to approximately to the east project limits on SE 90th Street, as directed by the CLIENT.

22. The PROFESSIONAL will revise the street lighting limits to include the lighting on SE 90th Street.

23. The PROFESSIONAL will revise the sanitary sewer alignment in SE Convenience Boulevard to a location in the west parking area.

24. The PROFESSIONAL shall complete construction services including RISE grant administration services through the project completion, anticipated to be Fall of 2022 and RISE Grant Closeout. Services will include support for Development Agreement reconciliation.

25. The PROFESSIONAL shall revise construction drawings, documents, and drainage report to accommodate requested design changes from the Housby Trucking Development. Services include pre-letting changes, post-letting changes to the Contract Documents, coordination with the CLIENT and with Housby Engineering design team.

D. CONSTRUCTION SERVICES

7. RECORD DRAWINGS PHASE 2 IMPROVEMENTS

The PROFESSIONAL shall furnish reproducible record drawings for the PROJECT according to CLIENT requirements. Such record drawings may contain a waiver of liability phrase in regard to unknown changes made by the Contractor without CLIENT/PROFESSIONAL approval. It is anticipated that the PROFESSIONAL shall perform the following items:

a. Underground utility location data from construction phase.
b. Storm, sanitary, and water main above ground structure location data.
c. Record Drawing deliverables per the CLIENT submittal requirements.
d. Pedestrian ramp as-built forms using the CLIENT's template.

8. MONUMENT PRESERVATION PHASE 2 IMPROVEMENTS

The PROFESSIONAL shall prepare a Monument Preservation Certificate in accordance with Iowa Code 355.6A. This document may include but not limited to identifying the existing monuments within the public improvement project corridor and shall replace any monument disturbed or removed at its preserved position. The results of this survey will be provided to the CLIENT and recorded with the County Recorder's Office.

E. STORM WATER DISCHARGE COMPLIANCE / HOLD HARMLESS PHASE 2 IMPROVEMENTS

1. PROFESSIONAL'S Responsibility

In the event the scope of work to be performed under the terms and conditions of this Agreement includes permitting and creation of an initial Storm Water Pollution Prevention Plan, then and in that event and notwithstanding any provision to the contrary, PROFESSIONAL shall not be responsible or liable for compliance with any storm water discharge requirements at the site other than the preparation and submittal of the Notice of Intent for Storm Water Discharge Permit No. 2 applicable to the site and creation of the initial Storm Water Pollution Prevention Plan for the site.

2. CLIENT'S Responsibility

CLIENT shall be solely responsible for: a) the review and signature of the Notice of Intent; b) the implementation, administration, and monitoring of the initial plan; c) making modifications to the initial plan as needed; d) filing the Notice of Discontinuance; and e) compliance with all NPDES or storm water discharge statutes, rules, regulations, or ordinances applicable to the site. The PROFESSIONAL will include the initial Storm Water Pollution Prevention Plan as a part of the Contract Documents.

3. Indemnification

PROFESSIONAL agrees, to the fullest extent permitted by law, to indemnify and hold CLIENT harmless against all damages, liabilities, or costs including reasonable attorneys' fees and defense costs (hereafter "Claims") to the extent caused by PROFESSIONAL'S errors, omissions, or negligent acts relating to the preparation of the Notice of Intent or creation of the initial Storm Water Pollution Prevention Plan. CLIENT shall protect, defend, indemnify, and hold PROFESSIONAL harmless from any and all Claims caused by or in any manner related to a) any discharges of soil, silt, sediment, petroleum product, hazardous substances, or solid waste from the site; and/or b) any alleged violation of any NPDES or storm water discharge statute, rule, regulation, or ordinance, unless said Claims were primarily caused by the PROFESSIONAL'S own negligent acts. CLIENT shall release, waive, and otherwise discharge any and all Claims that CLIENT may assert against PROFESSIONAL relating, in any manner, to any discharges from the Site and/or any alleged violation of any NPDES or storm water discharge statute, rule, regulation, or ordinance except as set forth above. The covenants and provisions herein shall survive cessation of PROFESSIONAL'S work on the site.

Replace the following Section:

II. WORK SCHEDULE

Phase 1 of the PROJECT, from design through the project letting period, shall be performed by the PROFESSIONAL in accordance with a schedule mutually developed by the CLIENT and the PROFESSIONAL. The milestone schedule is:

Notice to Proceed	April 2, 2019
Kick-off PMT Meeting	April 11, 2019
Topo and Boundary Survey (SE Corporate Woods Drive)	April 12, 2019
Preliminary Design Completion	April 29, 2019
Check Plan Completion (City/DOT/DNR Permits)	June 7, 2019
DOT Review Period/DNR Permits (30 Days per RISE)	July 8, 2019
Council Meeting Setting Hearing Date	July 15, 2019
Bid Letting	August 13, 2019
Commence Construction	September 3, 2019
Kreg Tool Interim Site Access	By Others
Kreg Tool Paved Access to South Entrance/Water Service	June 1, 2020
Complete Construction	July 15, 2020
Project Closeout	August 15, 2020

Phase 2 of the PROJECT, from design through the project letting period, shall be performed by the PROFESSIONAL in accordance with a schedule mutually developed by the CLIENT and the PROFESSIONAL. The milestone schedule for Phase 2 is:

Notice to Proceed	July 20, 2020
Preliminary Design Completion	August 28, 2020
Check Plan Completion (City/DOT/DNR Permits)	October 9, 2020
DOT Review Period/DNR Permits (30 Days per RISE)	November 9, 2020
Right-of-Way Acquisitions Complete	November 9, 2020
Final Plans Complete	October 28, 2021
Council Meeting Setting Hearing Date	November 1, 2021
Bid Letting	November 30, 2021
Award Date	January 3, 2022
Commence Construction Late Start Date	April 18, 2022
Complete Construction	October 15, 2022
Project Closeout	November 15, 2022

Replace the following Section:

III. COMPENSATION AND TERMS OF PAYMENT

The CLIENT shall pay the PROFESSIONAL in accordance with the terms and conditions of the Agreement. Fees will be on the basis of hourly rates and fixed expenses as outlined in the PROFESSIONAL's Standard Fee Schedule. The current fee schedule is shown in the attached Exhibit "C". Total fees shall not exceed the following unless Additional Services are added by a written change order, amendment, or supplemental agreement signed by both parties.

BASE AGREEMENT

A. BASIC ENGINEERING SERVICES

		Base	Amend 1	Amend 2	Amend 3	Total
1.	Project Administration and Coordination	$ 18,800	$ 1,000	$ 18,950	$ 3,000	$ 41,750
2.	Survey and Base Drawings	$ 0	$ 0	$ 0	$ 0	$ 0
3.	Preliminary Design and Plan Preparation	$ 67,500	$ 0	$ 65,500	$ 0	$ 133,000
4.	Final Design and Construction Plan Preparation	$ 60,600	$ 0	$ 71,900	$ 18,200	$ 150,700
5.	Bid Period Assistance	$ 2,200	$ 0	$ 2,600	$ 0	$ 4,800
6.	Extend SE Convenience Blvd North	$ 0	$ 6,000	$ 0	$ 0	$ 6,000
7.	Traffic Engineering	$ 0	$ 0	$ 8,250	$ 850	$ 9,100
8.	Housby Trucking Development Changes	$ 0	$ 0	$ 0	$ 7,000	$ 7,000
	TOTAL	$ 149,100	$ 7,000	$ 167,200	$ 29,050	$ 352,350

B. ADDITIONAL SERVICES

		Base	Amend 1	Amend 2	Amend 3	Total
1.	Acquisition Plats	$ 0	$ 0	$ 0	$ 2,400	$ 2,400
2.	Geotechnical	$ 7,150	$ 0	$ 3,800	$ 0	$ 10,950
3.	Subsurface Utility Location (if Authorized)	$ 1,850	$ 0	$ 0	$ 0	$ 1,850
4.	Utility Relocation Survey	$ 600	$ 0	$ 0	$ 0	$ 600
5.	Environmental Sciences	$ 2,000	($ 2,000)	$ 0	$ 0	$ 0
6.	Permit Fees and Direct Expenses	$ 1,600	$ 400	$ 1,200	$ 0	$ 3,200
7.	Temporary Construction Easements	$ 0	$ 750	$ 2,500	$ 0	$ 3,250
8.	Title Reports (3 each)	$ 0	$ 0	$ 1,350	$ 0	$ 1,350
	TOTAL	$ 13,200	($ 850)	$ 8,850	$ 2,400	$ 23,600

C. CONSTRUCTION SERVICES

		Base	Amend 1	Amend 2	Amend 3	Total
1.	Construction Administration	$ 0	$ 44,700	$ 0	$ 57,800	$ 102,500
2.	Construction Staking	$ 0	$ 28,000	$ 0	$ 22,000	$ 50,000
3.	Construction Observation	$ 0	$ 102,100	$ 0	$ 109,600	$ 211,700
4.	Record Drawings	$ 0	$ 6,000	$ 0	$ 6,000	$ 12,000
5.	Geotechnical Services	$ 0	$ 1,000	$ 0	$ 0	$ 1,000
6.	Monument Preservation	$ 0	$ 0	$ 0	$ 1,800	$ 1,800
	TOTAL	$ 0	$ 181,800	$ 0	$ 197,200	$ 379,000

TOTAL BASE CONTRACT AMOUNT	$ 162,300
TOTAL AMENDMENT 1	$ 187,950
TOTAL AMENDMENT 2	$ 176,050
TOTAL AMENDMENT 3	$ 228,650
TOTAL CONTRACT AMOUNT	$ 754,950

Billings shall include sufficient documentation to explain the charges. All billings shall be accompanied by a Billings Information Report on a form provided to the ENGINEER by the CITY.

All other terms of this Agreement shall remain unchanged and unaffected by this Amendment. IN WITNESS WHEREOF, the parties hereto have executed this CONTRACT as of this _____ day of _____, 2022.

ATTEST:

CITY OF ANKENY, POLK COUNTY, IOWA

_____

Denise L. Hoy
City Clerk, City of Ankeny

By _____

Mark E. Holm, Mayor

ATTEST:

SNYDER & ASSOCIATES, INC.

Melissa Wallace

By Mark A Land

Digitally signed by Mark A. Land, P.E., CFM
Date: 2022.02.28 10:31:46 -06'00'

Mark A. Land, P.E., CFM, Vice President

SNYDER & ASSOCIATES, INC.
2022-23
STANDARD FEE SCHEDULE

Billing Classification/Level	Billing Rate	
Professional		
Engineer, Landscape Architect, Land Surveyor, GIS, Environmental Scientist Project Manager, Planner, Right-of-Way Agent, Graphic Designer		
Principal II	$229.00	/hour
Principal I	$217.00	/hour
Senior	$198.00	/hour
VIII	$181.00	/hour
VII	$172.00	/hour
VI	$163.00	/hour
V	$152.00	/hour
IV	$141.00	/hour
III	$129.00	/hour
II	$116.00	/hour
I	$103.00	/hour
Technical		
CADD, Survey, Construction Observation		
Lead	$138.00	/hour
Senior	$132.00	/hour
VIII	$123.00	/hour
VII	$113.00	/hour
VI	$102.00	/hour
V	$92.00	/hour
IV	$83.00	/hour
III	$75.00	/hour
II	$69.00	/hour
I	$60.00	/hour
Administrative		
II	$71.00	/hour
I	$58.00	/hour
Reimbursables		
Mileage	*current IRS standard rate*	
Outside Services	*As Invoiced*	

??

ANKENY CITY COUNCIL

City Council Agenda

March 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: ?? COUNCIL GOAL:

City Manager

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #17 in the amount of $14,570.81 to Graphite Construction Group, Inc. for construction services on the Ankeny Senior Community Center.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **??No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Graphite PA 17

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
bringing it all together

Project Title:	Ankeny Senior Community Center		
Contractor:	Graphite Construction Group, Inc		
Address:	1955 NE 58th Ave, Ste 100 - Des Moines, IA 50313		
Finance Budget Code:	905.2905.4412	*Finance Project #*	905.4412
Vendor Project or Invoice #:		*PO #*	-
Original Contract Date:	July 6, 2020	*Vendor #*	9893

Date of Council Meeting: March 7, 2022 **PAYMENT REQUEST #** 17

PAYMENT PERIOD: From: January 1, 2022 Through: February 28, 2022

Contract Summary

Original Contract Amount:	$ 5,654,000.00			
Net change by Change Orders:	$ 324,093.89			
Contract Amount to Date: (line 1 ± 2)		$ 5,978,093.89		
Total completed and stored to date:	$ 5,949,641.10			
Retainage: 5 % of Completed Work:	$ 297,482.05			
Total Earned less Retainage:		$ 5,652,159.05		
Less previous applications for payment:		$ 5,637,588.24		
SUBTOTAL			$	14,570.81
OTHER CHARGES (Attach an itemized list)			$	-
CURRENT PAYMENT DUE			$	14,570.81
Balance to finish, including retainage:		$ 325,934.85		
Contract Time Remaining (If applicable)	9/15/2021 #			

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all the amounts have been paid by the Contractor for work for which previous Certificate(s) for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Construction Contractor Approval: Graphite Construction Group, Inc
Firm Name

Signature — Date: 2/24/2022

Engineer / Consultant Approval: Shive-Hattery, Inc.
Firm Name

Signature — Date: Feb 25 2022 2:00 PM

City of Ankeny Staff Approval:

Signature — Date: 2/25/22

Submit to: *Paul Moritz, P.E. - Assistant City Manager*
E-mail: pmoritz@Ankenylowa.gov *Phone:* *(515) 965-6420*

Date Printed: 2/24/2022

GRAPHITE
CONSTRUCTION GROUP

1955 NE 58th Ave. Des Moines, IA 50313 | Suite 100 | PHONE: 515-278-9446 | info@graphitegrp.com

February 24, 2022

Shive-Hattery, Inc.
Attn: Todd Wehr
4125 Westown Parkway, Ste 100
West Des Moines, IA 50266

Dear Todd,

Enclosed is our seventeenth application for payment for work performed through February 28, 2022 at the Ankeny Senior Community Center.

Sincerely,

Traci Havel

Traci Havel
Graphite Construction Group, Inc.

GRAPHITE
CONSTRUCTION GROUP

1955 NE 58th Ave. Des Moines, IA 50313 | Suite 100 | PHONE: 515-278-9446 | info@graphitegrp.com

WAIVER OF CONSTRUCTION LIEN, PAYMENT BOND AND LIEN FUNDS

February 24, 2022

For good and valuable consideration, the undersigned hereby irrevocably and unconditionally waives and releases any and all (a) rights and claims for a construction or other lien on land and buildings being constructed, altered, erected or repaired and to the appurtenances thereunto, (b) rights and claims on any payment bond(s) furnished in conjunction with said construction, alteration, erection or repair, and (c) rights and claims for lien on money, bonds, or warrants due or to become due to the prime contractor therefor. The property covered by this waiver is owned by the *City of Ankeny* (owner), is located in *Polk County* is described as *Ankeny Senior Community Center* and this waiver pertains to a portion of the work to be performed by *Graphite Construction Group, Inc.* (prime contractor).

This waiver covers all labor, material and supplies for construction, alteration, erection, and repairs furnished by the undersigned under a contract for *Ankeny Senior Community Center* through the date of this waiver in the amount of Fourteen Thousand Five Hundred Seventy Dollars and Eighty One Cents ($14,570.81).

This lien waiver is not valid until the amount listed above has been received.

Company Name *Graphite Construction Group, Inc.*

By Traci Havel

Traci Havel
Accounting

AIA Type Document

Application and Certification for Payment

TO (OWNER): 250 NW Ash Drive
Ankeny, IA 50023

PROJECT: Ankeny Senior Community Center
250 NW Ash Drive
Ankeny, IA 50023

APPLICATION NO: 17
PERIOD TO: 2/28/2022

DISTRIBUTION TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

FROM (CONTRACTOR): Graphite Construction Group
1955 NE 58th Ave, Ste 100
Des Moines, IA 50313

VIA (ARCHITECT):

ARCHITECT'S PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Type Document is attached.

1. ORIGINAL CONTRACT SUM	$	5,654,000.00
2. Net Change by Change Orders	$	324,093.89
3. CONTRACT SUM TO DATE (Line 1 + 2)	$	5,978,093.89
4. TOTAL COMPLETED AND STORED TO DATE	$	5,949,641.10
5. RETAINAGE:		
a. 5.00 % of Completed Work	$	297,482.05
b. 0.00 % of Stored Material	$	0.00
Total retainage (Line 5a + 5b)	$	297,482.05
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	5,652,159.05
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	5,637,588.24
8. CURRENT PAYMENT DUE	$	14,570.81
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	325,934.84

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	320,211.10	0.00
Total approved this Month	3,882.79	0.00
TOTALS	324,093.89	0.00
NET CHANGES by Change Order	324,093.89	

The Undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the owner, and that current payment shown herein is now due.

CONTRACTOR: Graphite Construction Group
1955 NE 58th Ave, Ste 100 Des Moines, IA 50313

By: _____ Date: 2/24/22

State of:

County of:

Subscribed and Sworn to before me this 24th Day of February 2022

Notary Public: Traci Havel

My Commission Expires: 5-10-2022

TRACI HAVEL
Commission Number 746822
My Commission Expires
May 10, 2022

ARCHITECT'S CERTIFICATE FOR PAYMENT

In Accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... $ _____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, Payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

TO (OWNER): 250 NW Ash Drive
Ankeny, IA 50023

PROJECT: Ankeny Senior Community Center
250 NW Ash Drive
Ankeny, IA 50023

APPLICATION NO: 17
PERIOD TO: 2/28/2022

DISTRIBUTION TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

FROM (CONTRACTOR): Graphite Construction Group
1955 NE 58th Ave, Ste 100
Des Moines, IA 50313

VIA (ARCHITECT):

ARCHITECT'S PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
General Conditions									
1	General Conditions	216,292.18	216,292.18	0.00	0.00	216,292.18	100.00	0.00	10,814.61
2	Surveying	11,000.00	11,000.00	0.00	0.00	11,000.00	100.00	0.00	550.00
3	Bond	48,739.00	48,739.00	0.00	0.00	48,739.00	100.00	0.00	2,436.95
4	Overhead and Fee	141,350.00	141,350.00	0.00	0.00	141,350.00	100.00	0.00	7,067.50
Existing Conditions									
024113	L-Selective Site Demolition	54,200.00	54,200.00	0.00	0.00	54,200.00	100.00	0.00	2,710.00
Concrete									
033000.1	M-Foundation	105,028.00	105,028.00	0.00	0.00	105,028.00	100.00	0.00	5,251.40
033000.2	L-Foundation	137,479.00	137,479.00	0.00	0.00	137,479.00	100.00	0.00	6,873.95
033000.3	L-SOG	34,598.00	34,598.00	0.00	0.00	34,598.00	100.00	0.00	1,729.90
033000.4	M-SOG	110,305.00	110,305.00	0.00	0.00	110,305.00	100.00	0.00	5,515.25
033000.5	L-SOD	10,975.00	10,975.00	0.00	0.00	10,975.00	100.00	0.00	548.75
033000.6	M-SOD	25,061.00	25,061.00	0.00	0.00	25,061.00	100.00	0.00	1,253.05
033000.7	L/M-Mis. Concrete	8,010.00	8,010.00	0.00	0.00	8,010.00	100.00	0.00	400.50
033000.8	L-Foundation Backfill	26,545.00	26,545.00	0.00	0.00	26,545.00	100.00	0.00	1,327.25
033511.1	L-Polished Concrete	10,400.00	10,400.00	0.00	0.00	10,400.00	100.00	0.00	520.00
033511.2	M-Polished Concrete	2,600.00	2,600.00	0.00	0.00	2,600.00	100.00	0.00	130.00
033511.3	Concrete Sealer	569.00	569.00	0.00	0.00	569.00	100.00	0.00	28.45
033511.4	Grout Columns	2,205.00	2,205.00	0.00	0.00	2,205.00	100.00	0.00	110.25
Masonry									

TO (OWNER): 250 NW Ash Drive
Ankeny, IA 50023

PROJECT: Ankeny Senior Community Center
250 NW Ash Drive
Ankeny, IA 50023

APPLICATION NO: 17
PERIOD TO: 2/28/2022

DISTRIBUTION TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

FROM (CONTRACTOR): Graphite Construction Group
1955 NE 58th Ave, Ste 100
Des Moines, IA 50313

VIA (ARCHITECT):

ARCHITECT'S PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
042000.1	L-Brick	83,500.00	83,500.00	0.00	0.00	83,500.00	100.00	0.00	4,175.00
042000.2	M-Brick	225,500.00	225,500.00	0.00	0.00	225,500.00	100.00	0.00	11,275.00
042000.3	L-CMU	31,500.00	31,500.00	0.00	0.00	31,500.00	100.00	0.00	1,575.00
042000.4	M-CMU	19,500.00	19,500.00	0.00	0.00	19,500.00	100.00	0.00	975.00
042000.5	M-Masonry Reinforcing	1,250.00	1,250.00	0.00	0.00	1,250.00	100.00	0.00	62.50
Metals									
051200.1	M-Structural Steel Framing	327,286.00	327,286.00	0.00	0.00	327,286.00	100.00	0.00	16,364.30
051200.2	L-Structural Steel Framing	131,254.00	131,254.00	0.00	0.00	131,254.00	100.00	0.00	6,562.70
052100.1	M-Steel Joist Framing	20,625.00	20,625.00	0.00	0.00	20,625.00	100.00	0.00	1,031.25
052100.2	L-Steel Joist Framing	106,253.00	106,253.00	0.00	0.00	106,253.00	100.00	0.00	5,312.65
053100.1	M-Steel Decking	41,871.00	41,871.00	0.00	0.00	41,871.00	100.00	0.00	2,093.55
053100.2	L-Steel Decking	17,212.00	17,212.00	0.00	0.00	17,212.00	100.00	0.00	860.60
054000.1	M-Cold Formed Metal Framing	55,518.00	55,518.00	0.00	0.00	55,518.00	100.00	0.00	2,775.90
054000.2	L-Cold Formed Metal Framing	155,732.00	155,732.00	0.00	0.00	155,732.00	100.00	0.00	7,786.60
055000.1	M-Metal Fabrications	12,000.00	12,000.00	0.00	0.00	12,000.00	100.00	0.00	600.00
055000.2	L-Metal Fabrications	31,842.00	31,842.00	0.00	0.00	31,842.00	100.00	0.00	1,592.10
055113.1	M-Metal Pan Stairs	36,430.00	36,430.00	0.00	0.00	36,430.00	100.00	0.00	1,821.50
055113.2	L-Metal Pan Stairs	11,135.00	11,135.00	0.00	0.00	11,135.00	100.00	0.00	556.75
Wood and Plastics									
061000.1	M-Rough Carpentry	20,523.00	20,523.00	0.00	0.00	20,523.00	100.00	0.00	1,026.15
06100.2	L-Rough Carpentry	51,387.00	51,387.00	0.00	0.00	51,387.00	100.00	0.00	2,569.35

TO (OWNER): 250 NW Ash Drive
Ankeny, IA 50023

PROJECT: Ankeny Senior Community Center
250 NW Ash Drive
Ankeny, IA 50023

APPLICATION NO: 17
PERIOD TO: 2/28/2022

DISTRIBUTION TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

FROM (CONTRACTOR): Graphite Construction Group
1955 NE 58th Ave, Ste 100
Des Moines, IA 50313

VIA (ARCHITECT):

ARCHITECT'S PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
062023	L-Finish Carpentry	24,000.00	24,000.00	0.00	0.00	24,000.00	100.00	0.00	1,200.00
064023	M-Casework/Millwork	55,554.00	55,554.00	0.00	0.00	55,554.00	100.00	0.00	2,777.70
Thermal and Moisture									
071400	Fluid applied waterproof	540.00	540.00	0.00	0.00	540.00	100.00	0.00	27.00
072119.1	L-Foamed in place Insulation	6,282.00	6,282.00	0.00	0.00	6,282.00	100.00	0.00	314.10
072119.2	M-Foamed in place insulation	48,127.00	48,127.00	0.00	0.00	48,127.00	100.00	0.00	2,406.35
072200.1	M-Roof and Deck Insulation	78,720.00	78,720.00	0.00	0.00	78,720.00	100.00	0.00	3,936.00
072200.2	L-Roof and Deck Insulation	21,500.00	21,500.00	0.00	0.00	21,500.00	100.00	0.00	1,075.00
072500.1	M-Weather Barriers	28,010.00	28,010.00	0.00	0.00	28,010.00	100.00	0.00	1,400.50
072500.2	L-Weather Barriers	25,751.59	25,751.59	0.00	0.00	25,751.59	100.00	0.00	1,287.58
074213.1	M-Metal Wall Panels	39,000.00	39,000.00	0.00	0.00	39,000.00	100.00	0.00	1,950.00
074213.2	L-Metal Wall Panels	31,685.00	31,685.00	0.00	0.00	31,685.00	100.00	0.00	1,584.25
074646.1	M-Fiber cement siding	27,328.00	27,328.00	0.00	0.00	27,328.00	100.00	0.00	1,366.40
074646.2	L-Fiber cement siding	40,992.00	40,992.00	0.00	0.00	40,992.00	100.00	0.00	2,049.60
075130.1	M-Elastomeric Membrane Roofing-Fully Adhered	33,630.00	33,630.00	0.00	0.00	33,630.00	100.00	0.00	1,681.50
075130.2	L-Elastomeric Membrane Roofing-Fully Adhered	37,365.00	37,365.00	0.00	0.00	37,365.00	100.00	0.00	1,868.25
076200.1	M-Sheet Metal Flashing & Trim	15,450.00	15,450.00	0.00	0.00	15,450.00	100.00	0.00	772.50
076200.2	L-Sheet Metal Flashing & Trim	12,450.00	12,450.00	0.00	0.00	12,450.00	100.00	0.00	622.50
077200	Roof Accessories	600.00	600.00	0.00	0.00	600.00	100.00	0.00	30.00
078400	Firestopping	4,760.00	4,760.00	0.00	0.00	4,760.00	100.00	0.00	238.00
079000	Caulking	10,460.00	10,460.00	0.00	0.00	10,460.00	100.00	0.00	523.00

TO (OWNER): 250 NW Ash Drive
Ankeny, IA 50023

PROJECT: Ankeny Senior Community Center
250 NW Ash Drive
Ankeny, IA 50023

APPLICATION NO: 17
PERIOD TO: 2/28/2022

DISTRIBUTION TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

FROM (CONTRACTOR): Graphite Construction Group
1955 NE 58th Ave, Ste 100
Des Moines, IA 50313

VIA (ARCHITECT):

ARCHITECT'S PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
Openings									
081113	M-Hollow Metal Doors & Frames	26,610.00	26,610.00	0.00	0.00	26,610.00	100.00	0.00	1,330.50
081416	M-Flush Wood Doors	10,630.00	10,630.00	0.00	0.00	10,630.00	100.00	0.00	531.50
083113	M-Access Doors	200.00	200.00	0.00	0.00	200.00	100.00	0.00	10.00
083313.1	M-Coiling Counter Doors	5,315.00	5,315.00	0.00	0.00	5,315.00	100.00	0.00	265.75
083313.2	L-Coiling Counter Doors	460.00	460.00	0.00	0.00	460.00	100.00	0.00	23.00
084113.1	L-Engineering, Submittals	6,000.00	6,000.00	0.00	0.00	6,000.00	100.00	0.00	300.00
084113.2	L-Aluminum Framed Entrances & Storefronts (& Lift Rental)	17,588.00	17,588.00	0.00	0.00	17,588.00	100.00	0.00	879.40
084113.3	M-Aluminum Framed Entrances & Storefronts	77,036.00	77,036.00	0.00	0.00	77,036.00	100.00	0.00	3,851.80
084413.1	L-Glazed Aluminum Curtain Walls	27,544.00	27,544.00	0.00	0.00	27,544.00	100.00	0.00	1,377.20
084413.2	M-Glazed Aluminum Curtain Walls	38,200.00	38,200.00	0.00	0.00	38,200.00	100.00	0.00	1,910.00
087100	M-Door Hardware	37,560.00	37,560.00	0.00	0.00	37,560.00	100.00	0.00	1,878.00
088000.1	M-Glazing	6,050.00	6,050.00	0.00	0.00	6,050.00	100.00	0.00	302.50
088000.2	L-Glazing	5,250.00	5,250.00	0.00	0.00	5,250.00	100.00	0.00	262.50
Finishes									
092116.1	M-Gypsum Board Assemblies	42,996.00	42,996.00	0.00	0.00	42,996.00	100.00	0.00	2,149.80
092116.2	L-Gypsum Board Assemblies	100,324.00	100,324.00	0.00	0.00	100,324.00	100.00	0.00	5,016.20
093000.1	M-Tiling	15,180.00	15,180.00	0.00	0.00	15,180.00	100.00	0.00	759.00
093000.2	L-Tiling	18,464.00	18,464.00	0.00	0.00	18,464.00	100.00	0.00	923.20
095113.1	M-Acoustical Panel Ceiling	29,305.00	29,305.00	0.00	0.00	29,305.00	100.00	0.00	1,465.25
095113.2	L-Acoustical Panel Ceiling	24,354.00	24,354.00	0.00	0.00	24,354.00	100.00	0.00	1,217.70

TO (OWNER): 250 NW Ash Drive
Ankeny, IA 50023

PROJECT: Ankeny Senior Community Center
250 NW Ash Drive
Ankeny, IA 50023

APPLICATION NO: 17
PERIOD TO: 2/28/2022

DISTRIBUTION TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

FROM (CONTRACTOR): Graphite Construction Group
1955 NE 58th Ave, Ste 100
Des Moines, IA 50313

VIA (ARCHITECT):

ARCHITECT'S PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
096500.1	M-Resilient Flooring	12,371.00	12,371.00	0.00	0.00	12,371.00	100.00	0.00	618.55
096500.2	L-Resilient Flooring	7,743.00	7,743.00	0.00	0.00	7,743.00	100.00	0.00	387.15
096566.1	M-Resilient Athletic Flooring	61,366.00	61,366.00	0.00	0.00	61,366.00	100.00	0.00	3,068.30
096566.2	L-Resilient Athletic Flooring	36,560.00	36,560.00	0.00	0.00	36,560.00	100.00	0.00	1,828.00
096813.1	M-Tile Carpeting	24,898.00	24,898.00	0.00	0.00	24,898.00	100.00	0.00	1,244.90
096813.2	L-Tile Carpeting	6,418.00	6,418.00	0.00	0.00	6,418.00	100.00	0.00	320.90
097700	Fiberglass Reinforced Panels	1,688.50	1,688.50	0.00	0.00	1,688.50	100.00	0.00	84.43
098430	Sound Absorbing Wall and Ceiling Units	12,025.00	12,025.00	0.00	0.00	12,025.00	100.00	0.00	601.25
099113.1	L-Exterior Painting	1,498.00	1,498.00	0.00	0.00	1,498.00	100.00	0.00	74.90
099113.2	M-Exterior Painting	642.00	642.00	0.00	0.00	642.00	100.00	0.00	32.10
099123.1	L-Interior Painting	42,048.00	42,048.00	0.00	0.00	42,048.00	100.00	0.00	2,102.40
099123.2	M-Interior Painting	10,512.00	10,512.00	0.00	0.00	10,512.00	100.00	0.00	525.60
099600.1	L-High Performance Coatings	4,053.00	4,053.00	0.00	0.00	4,053.00	100.00	0.00	202.65
099600.2	M-High Performance Coatings	1,737.00	1,737.00	0.00	0.00	1,737.00	100.00	0.00	86.85
Specialties									
101400.1	L-Signage	1,355.00	1,355.00	0.00	0.00	1,355.00	100.00	0.00	67.75
101400.2	M-Signage	4,705.23	4,705.23	0.00	0.00	4,705.23	100.00	0.00	235.26
102113	M-Toilet Compartments	3,759.00	3,759.00	0.00	0.00	3,759.00	100.00	0.00	187.95
102600	M-Wall and Door Protection	2,521.00	2,521.00	0.00	0.00	2,521.00	100.00	0.00	126.05
102800	M-Toilet, Bath, and Laundry Accessories	8,915.00	8,915.00	0.00	0.00	8,915.00	100.00	0.00	445.75
104416	M-Fire Extinguisher	1,365.00	1,365.00	0.00	0.00	1,365.00	100.00	0.00	68.25

TO (OWNER): 250 NW Ash Drive
Ankeny, IA 50023

PROJECT: Ankeny Senior Community Center
250 NW Ash Drive
Ankeny, IA 50023

APPLICATION NO: 17
PERIOD TO: 2/28/2022

DISTRIBUTION TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

FROM (CONTRACTOR): Graphite Construction Group
1955 NE 58th Ave, Ste 100
Des Moines, IA 50313

VIA (ARCHITECT):

ARCHITECT'S PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
107500.1	M-Flagpole	1,234.00	1,234.00	0.00	0.00	1,234.00	100.00	0.00	61.70
107500.2	L-Flagpole	450.00	450.00	0.00	0.00	450.00	100.00	0.00	22.50
Equipment									
114000.1	M-Food Service Equipment	21,157.00	21,157.00	0.00	0.00	21,157.00	100.00	0.00	1,057.85
114000.2	L-Food Service Equipment	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00	0.00	125.00
116623.1	L-Gymnasium Equipment	2,200.00	2,200.00	0.00	0.00	2,200.00	100.00	0.00	110.00
116623.2	M-Gymnasium Equipment	10,600.00	10,600.00	0.00	0.00	10,600.00	100.00	0.00	530.00
Furnishings									
122400.1	M-Window shades	11,390.00	11,390.00	0.00	0.00	11,390.00	100.00	0.00	569.50
122400.2	L-Window shades	2,298.00	2,298.00	0.00	0.00	2,298.00	100.00	0.00	114.90
Conveying Equipment									
142100.1	M-Electric Traction Elevator	50,250.00	50,250.00	0.00	0.00	50,250.00	100.00	0.00	2,512.50
142100.2	L-Electric Traction Elevator	6,000.00	6,000.00	0.00	0.00	6,000.00	100.00	0.00	300.00
142100.3	L-Shop Drawings	8,000.00	8,000.00	0.00	0.00	8,000.00	100.00	0.00	400.00
Fire Suppression									
211313.1	L-Wet and Dry Pipe Fire Suppression Sprinkler Systems	40,341.00	40,341.00	0.00	0.00	40,341.00	100.00	0.00	2,017.05
211313.2	M-Wet and Dry Pipe Fire Suppression Sprinkler Systems	20,259.00	20,259.00	0.00	0.00	20,259.00	100.00	0.00	1,012.95
Mechanical									
01.1	L-Mobilization	46,530.00	46,530.00	0.00	0.00	46,530.00	100.00	0.00	2,326.50
01.2	M-General Conditions	43,520.00	43,520.00	0.00	0.00	43,520.00	100.00	0.00	2,176.00
221116.1	M-Domestic Water piping	61,079.00	61,079.00	0.00	0.00	61,079.00	100.00	0.00	3,053.95

TO (OWNER): 250 NW Ash Drive
Ankeny, IA 50023

PROJECT: Ankeny Senior Community Center
250 NW Ash Drive
Ankeny, IA 50023

APPLICATION NO: 17
PERIOD TO: 2/28/2022

DISTRIBUTION TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

FROM (CONTRACTOR): Graphite Construction Group
1955 NE 58th Ave, Ste 100
Des Moines, IA 50313

VIA (ARCHITECT):

ARCHITECT'S PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
221116.2	L-Domestic Water piping	88,517.00	88,517.00	0.00	0.00	88,517.00	100.00	0.00	4,425.85
221316.1	M-Sanitary Waste piping	38,082.00	38,082.00	0.00	0.00	38,082.00	100.00	0.00	1,904.10
221316.2	L-Sanitary Waste piping	40,575.00	40,575.00	0.00	0.00	40,575.00	100.00	0.00	2,028.75
224000	M-Plumbing fixtures	58,508.00	58,508.00	0.00	0.00	58,508.00	100.00	0.00	2,925.40
230593	L-Testing and balancing HVAC	9,885.00	9,885.00	0.00	0.00	9,885.00	100.00	0.00	494.25
230700.1	M-HVAC and Plumbing Insulation	21,630.00	21,630.00	0.00	0.00	21,630.00	100.00	0.00	1,081.50
230700.2	L-HVAC and Plumbing Insulation	40,170.00	40,170.00	0.00	0.00	40,170.00	100.00	0.00	2,008.50
230900.1	L-Instrumentation and Control for HVAC	27,800.00	27,800.00	0.00	0.00	27,800.00	100.00	0.00	1,390.00
230900.2	M-Instrumentation and Control for HVAC	52,104.00	52,104.00	0.00	0.00	52,104.00	100.00	0.00	2,605.20
232113.1	L-Hydronic Piping	56,062.00	56,062.00	0.00	0.00	56,062.00	100.00	0.00	2,803.10
232113.2	M-Hydronic Piping	28,490.00	28,490.00	0.00	0.00	28,490.00	100.00	0.00	1,424.50
232123.1	M-Hydronic Pumps	18,700.00	18,700.00	0.00	0.00	18,700.00	100.00	0.00	935.00
232123.2	L-Hydronic Pumps	1,760.00	1,760.00	0.00	0.00	1,760.00	100.00	0.00	88.00
233113.1	L-Metal Ducts	118,890.00	118,890.00	0.00	0.00	118,890.00	100.00	0.00	5,944.50
233113.2	M-Metal Ducts	28,413.00	28,413.00	0.00	0.00	28,413.00	100.00	0.00	1,420.65
233600.1	L-Air Terminal units	1,980.00	1,980.00	0.00	0.00	1,980.00	100.00	0.00	99.00
233600.2	M-Air Termincal units	9,975.00	9,975.00	0.00	0.00	9,975.00	100.00	0.00	498.75
233713.1	L-Diffusers, Registers, and Grilles	3,200.00	3,200.00	0.00	0.00	3,200.00	100.00	0.00	160.00
233713.2	M-Diffusers, Registers, and Grilles	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00	0.00	75.00
233813.1	M-Commercial Kitchen hood	11,600.00	11,600.00	0.00	0.00	11,600.00	100.00	0.00	580.00
233813.2	L-Commercial Kitchen hood	1,100.00	1,100.00	0.00	0.00	1,100.00	100.00	0.00	55.00

TO (OWNER): 250 NW Ash Drive
Ankeny, IA 50023

PROJECT: Ankeny Senior Community Center
250 NW Ash Drive
Ankeny, IA 50023

APPLICATION NO: 17
PERIOD TO: 2/28/2022

DISTRIBUTION TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

FROM (CONTRACTOR): Graphite Construction Group
1955 NE 58th Ave, Ste 100
Des Moines, IA 50313

VIA (ARCHITECT):

ARCHITECT'S PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
235215.1	L-Heating Boilers	880.00	880.00	0.00	0.00	880.00	100.00	0.00	44.00
235215.2	M-Heating Boilers	13,800.00	13,800.00	0.00	0.00	13,800.00	100.00	0.00	690.00
237200.1	M-Air to air energy recovery	8,610.00	8,610.00	0.00	0.00	8,610.00	100.00	0.00	430.50
237200.2	L-Air to air energy recovery	960.00	960.00	0.00	0.00	960.00	100.00	0.00	48.00
237416.1	M-Packaged RTU	204,750.00	204,750.00	0.00	0.00	204,750.00	100.00	0.00	10,237.50
237416.2	L-Packaged RTU	5,400.00	5,400.00	0.00	0.00	5,400.00	100.00	0.00	270.00
238126.1	M-Split system AC	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00	0.00	75.00
238126.2	L-Split system AC	2,200.00	2,200.00	0.00	0.00	2,200.00	100.00	0.00	110.00
238223.1	M-Convectors and fin tube	18,700.00	18,700.00	0.00	0.00	18,700.00	100.00	0.00	935.00
238223.2	L-Convectors and fin tube	5,810.00	5,810.00	0.00	0.00	5,810.00	100.00	0.00	290.50
238239.1	M-Unit heaters	2,100.00	2,100.00	0.00	0.00	2,100.00	100.00	0.00	105.00
238239.2	L-Unit heaters	220.00	220.00	0.00	0.00	220.00	100.00	0.00	11.00
Electrical									
MISC1	M-Mobilization	4,500.00	4,500.00	0.00	0.00	4,500.00	100.00	0.00	225.00
MISC2	L-Mobilization	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00	0.00	150.00
260519.1	L-Low voltage cables	31,838.00	31,838.00	0.00	0.00	31,838.00	100.00	0.00	1,591.90
260519.2	M-Low voltage cables	28,500.00	28,500.00	0.00	0.00	28,500.00	100.00	0.00	1,425.00
260533.1	L-Conduit and Boxes	40,018.00	40,018.00	0.00	0.00	40,018.00	100.00	0.00	2,000.90
260533.2	M-Conduit and Boxes	20,250.00	20,250.00	0.00	0.00	20,250.00	100.00	0.00	1,012.50
260573	L-Power System Study	2,350.00	2,350.00	0.00	0.00	2,350.00	100.00	0.00	117.50
260923.1	M-Lighting control devices	19,855.00	19,855.00	0.00	0.00	19,855.00	100.00	0.00	992.75

TO (OWNER): 250 NW Ash Drive
Ankeny, IA 50023

PROJECT: Ankeny Senior Community Center
250 NW Ash Drive
Ankeny, IA 50023

APPLICATION NO: 17
PERIOD TO: 2/28/2022

DISTRIBUTION TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

FROM (CONTRACTOR): Graphite Construction Group
1955 NE 58th Ave, Ste 100
Des Moines, IA 50313

VIA (ARCHITECT):

ARCHITECT'S PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
260923.2	L-Lighting control devices	2,800.00	2,800.00	0.00	0.00	2,800.00	100.00	0.00	140.00
262100.1	M-Low voltage service entrance	2,982.00	2,982.00	0.00	0.00	2,982.00	100.00	0.00	149.10
262100.2	L-Low voltage service entrance	5,850.00	5,850.00	0.00	0.00	5,850.00	100.00	0.00	292.50
262416.1	M-Panelboards	12,907.22	12,907.22	0.00	0.00	12,907.22	100.00	0.00	645.36
262416.2	L-Panelboards	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00	0.00	150.00
262726.1	M-Wiring Devices	1,450.00	1,450.00	0.00	0.00	1,450.00	100.00	0.00	72.50
262726.2	L-Wiring Devices	1,350.00	1,350.00	0.00	0.00	1,350.00	100.00	0.00	67.50
262813	M-Fuses	59.62	59.62	0.00	0.00	59.62	100.00	0.00	2.98
262816.1	M-Enclosed Switches	965.00	965.00	0.00	0.00	965.00	100.00	0.00	48.25
262816.2	L-Encolsed Switches	350.00	350.00	0.00	0.00	350.00	100.00	0.00	17.50
262923.1	M-Variable Frequency Motor Controllers	3,206.52	3,206.52	0.00	0.00	3,206.52	100.00	0.00	160.33
262923.2	L-Variable Frequency Motor Controllers	300.00	300.00	0.00	0.00	300.00	100.00	0.00	15.00
263323.1	M-Central Battery equipment	22,085.00	22,085.00	0.00	0.00	22,085.00	100.00	0.00	1,104.25
263323.2	L-Central Battery equipment	1,100.00	1,100.00	0.00	0.00	1,100.00	100.00	0.00	55.00
265100.1	M-Interior Lighting	78,871.00	78,871.00	0.00	0.00	78,871.00	100.00	0.00	3,943.55
265100.2	L-Interior Lighting	9,714.75	9,714.75	0.00	0.00	9,714.75	100.00	0.00	485.74
265100.3	M-Exterior Lighting	14,191.00	14,191.00	0.00	0.00	14,191.00	100.00	0.00	709.55
265100.4	L-Exterior Lighting	530.00	530.00	0.00	0.00	530.00	100.00	0.00	26.50
265100.5	M-Pole bases, transformer pad	11,000.00	11,000.00	0.00	0.00	11,000.00	100.00	0.00	550.00
265100.6	L-Pole bases, transformer pad	9,000.00	9,000.00	0.00	0.00	9,000.00	100.00	0.00	450.00
Communications									

TO (OWNER): 250 NW Ash Drive
Ankeny, IA 50023

PROJECT: Ankeny Senior Community Center
250 NW Ash Drive
Ankeny, IA 50023

APPLICATION NO: 17
PERIOD TO: 2/28/2022

DISTRIBUTION TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

FROM (CONTRACTOR): Graphite Construction Group
1955 NE 58th Ave, Ste 100
Des Moines, IA 50313

VIA (ARCHITECT):

ARCHITECT'S PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
270000.1	M-Communication Systems	12,155.80	12,155.80	0.00	0.00	12,155.80	100.00	0.00	607.79
270000.2	L-Communication Systems	5,445.72	5,445.72	0.00	0.00	5,445.72	100.00	0.00	272.29
Electronic Safety and Security									
280000.1	M-Fire Alarm and Detection Systems	7,392.00	7,392.00	0.00	0.00	7,392.00	100.00	0.00	369.60
280000.2	L-Fire Alarm and Detection Systems	4,003.37	4,003.37	0.00	0.00	4,003.37	100.00	0.00	200.17
Site Work									
312001	L-Earthwork	80,729.00	80,729.00	0.00	0.00	80,729.00	100.00	0.00	4,036.45
312002	Building Pad	25,000.00	25,000.00	0.00	0.00	25,000.00	100.00	0.00	1,250.00
312003	Temp Stabilization	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Exterior Improvements									
321313.1	L-6" trickle channel	5,220.00	5,220.00	0.00	0.00	5,220.00	100.00	0.00	261.00
321313.2	M-6" trickle channel	2,670.00	2,670.00	0.00	0.00	2,670.00	100.00	0.00	133.50
321313.3	L-7" PCC	26,933.50	26,933.50	0.00	0.00	26,933.50	100.00	0.00	1,346.68
321313.4	M-7" PCC	77,279.00	77,279.00	0.00	0.00	77,279.00	100.00	0.00	3,863.95
321319.1	L-5" sidewalk	14,555.00	14,555.00	0.00	0.00	14,555.00	100.00	0.00	727.75
321319.2	M-5" sidewalk	11,353.00	11,353.00	0.00	0.00	11,353.00	100.00	0.00	567.65
321723.13	Painted Pavement Markings	1,495.00	1,495.00	0.00	0.00	1,495.00	100.00	0.00	74.75
321724	Parking Lot Signage	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00	0.00	125.00
321725	Parking Lot Cleaning	500.00	500.00	0.00	0.00	500.00	100.00	0.00	25.00
321726	Wheel Stops	440.00	440.00	0.00	0.00	440.00	100.00	0.00	22.00
321727	Fencing	6,900.00	6,900.00	0.00	0.00	6,900.00	100.00	0.00	345.00

TO (OWNER): 250 NW Ash Drive
Ankeny, IA 50023

PROJECT: Ankeny Senior Community Center
250 NW Ash Drive
Ankeny, IA 50023

APPLICATION NO: 17
PERIOD TO: 2/28/2022

DISTRIBUTION TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

FROM (CONTRACTOR): Graphite Construction Group
1955 NE 58th Ave, Ste 100
Des Moines, IA 50313

VIA (ARCHITECT):

ARCHITECT'S PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
329100.1	M-Landscape planting	13,810.00	0.00	0.00	0.00	0.00	0.00	13,810.00	0.00
329100.2	L-Landscape planting	8,760.00	0.00	0.00	0.00	0.00	0.00	8,760.00	0.00
329200.1	M-Seeding/Sod	9,216.00	8,216.00	0.00	0.00	8,216.00	89.15	1,000.00	410.80
329200.2	L-Seeding/Sod	5,245.00	4,245.00	0.00	0.00	4,245.00	80.93	1,000.00	212.25
329201	L-Sod Watering	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00	0.00	150.00
Utilities									
331100.1	M-Water	10,785.00	10,785.00	0.00	0.00	10,785.00	100.00	0.00	539.25
331100.2	L-Water	8,000.00	8,000.00	0.00	0.00	8,000.00	100.00	0.00	400.00
333100.1	M-Sanitary Sewer	3,800.00	3,800.00	0.00	0.00	3,800.00	100.00	0.00	190.00
333100.2	L-Sanitary Sewer	7,000.00	7,000.00	0.00	0.00	7,000.00	100.00	0.00	350.00
334100.1	M-Storm Utility Drainage Piping	72,986.00	72,986.00	0.00	0.00	72,986.00	100.00	0.00	3,649.30
334100.2	L-Storm Utility Drainage Piping	40,000.00	40,000.00	0.00	0.00	40,000.00	100.00	0.00	2,000.00
Change Orders									
CO 1	COR-001 thru 008	9,807.73	9,807.73	0.00	0.00	9,807.73	100.00	0.00	490.39
CO 2	PR 7	207,701.89	207,701.89	0.00	0.00	207,701.89	100.00	0.00	10,385.09
CO 3	PR5, PR10, COR012, COR013	6,581.83	6,581.83	0.00	0.00	6,581.83	100.00	0.00	329.09
CO 4	COR-014 thru 022	12,792.16	12,792.16	0.00	0.00	12,792.16	100.00	0.00	639.61
CO 5	COR-023R2 thru 028	28,156.47	28,156.47	0.00	0.00	28,156.47	100.00	0.00	1,407.82
CO 6	COR-030 thru 032	9,944.33	9,944.33	0.00	0.00	9,944.33	100.00	0.00	497.22
CO 7	COR-033,034,035,037,038	5,059.00	5,059.00	0.00	0.00	5,059.00	100.00	0.00	252.95
CO 8	COR-036, 039-044	8,321.83	8,321.83	0.00	0.00	8,321.83	100.00	0.00	416.09

TO (OWNER): 250 NW Ash Drive
Ankeny, IA 50023

PROJECT: Ankeny Senior Community Center
250 NW Ash Drive
Ankeny, IA 50023

APPLICATION NO: 17
PERIOD TO: 2/28/2022

DISTRIBUTION TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

FROM (CONTRACTOR): Graphite Construction Group
1955 NE 58th Ave, Ste 100
Des Moines, IA 50313

VIA (ARCHITECT):

ARCHITECT'S PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
CO 9	COR-046, 048-050	25,409.86	10,072.17	15,337.69	0.00	25,409.86	100.00	0.00	1,270.49
CO 10	COR-051, 052	6,436.00	6,436.00	0.00	0.00	6,436.00	100.00	0.00	321.78
CO 11	COR-045R,053R,055	3,882.79	0.00	0.00	0.00	0.00	0.00	3,882.79	0.00
	REPORT TOTALS	$5,978,093.89	$5,934,303.41	$15,337.69	$0.00	$5,949,641.10	99.52	$28,452.79	$297,482.05

??

ANKENY CITY COUNCIL

City Council Agenda

March 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT:
Public Works

COUNCIL GOAL: ??
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:

Consider motion to approve Payment #8 in the amount of $41,650.56 to HR Green, Inc. for engineering services on the NE 36th Street Reconstruction Project, I-35 to NE Four Mile Drive.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **??No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Payment #8

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
bringing it all together

Project Title:	NE 36th Street Reconstruction I-35 to NE Four Mile Drive		
Contractor:	HR Green, Inc.		
Address:	5525 Merle Hay Road, Suite 200 Johnston, IA 50131		
Finance Budget Code:	896.3896.4210	***Finance Project #***	896.4210
Vendor Project or Invoice #:	N/A	***PO #***	N/A
Original Contract Date:	April 5, 2021	***Vendor #***	5531

Date of Council Meeting: March 7, 2022 **PAYMENT REQUEST #** 8

PAYMENT PERIOD: From: January 1, 2022 Through: January 28, 2022

Contract Summary

Original Contract Amount:	$ 206,500.00			
Net change by Change Orders:	$ 449,000.00			
Contract Amount to Date: (line 1 ± 2)		$ 655,500.00		
Total completed and stored to date:	$ 477,403.98			
Retainage: 0 % of Completed Work:	$ -			
Total Earned less Retainage:		$ 477,403.98		
Less previous applications for payment:		$ 435,753.42		
SUBTOTAL			$	41,650.56
OTHER CHARGES (Attach an itemized list)			$	-
CURRENT PAYMENT DUE			$	41,650.56
Balance to finish, including retainage:		$ 178,096.02		
Contract Time Remaining (If applicable)	-	Working Days		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all the amounts have been paid by the Contractor for work for which previous Certificate(s) for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Construction Contractor Approval:

Firm Name

Signature Date

Engineer / Consultant Approval: HR Green, Inc.

Firm Name

Signature February 24, 2022

Date

City of Ankeny Staff Approval:

Signature 2/24/2022

Date

Submit to: *Amy Quartell, PE, City Engineer*

E-mail: aquartell@ankenyiowa.gov *Phone:* *(515) 965-6448* *Fax:* *(515) 965-6448*

Date Printed: 2/24/2022

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	May 17, 2021	$ 17,924.10
2	July 19, 2021	$ 50,683.86
3	August 16, 2021	$ 16,218.75
4	September 20, 2021	$ 32,991.50
5	November 1, 2021	$ 69,694.72
6	December 20, 2021	$ 176,402.47
7	February 7, 2022	$ 71,838.02
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		

Previous Applications for Payment

No.	Date	Amount
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		

PREVIOUS PAY APP TOTAL = $ 435,753.42

Record of Change Orders

No.	Date	Amount
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

CHANGE ORDER TOTAL = $ -

Please update Payment Application Sheet

Contract Time Remaining

	Working Days
Contract Period:	
Construction Start Date:	
Contract Working Days:	
Added by Change Order:	
Total Working Days:	0.0
Working Days Used to Date:	
Working Days Remaining:	**0.0**

Date Printed: 2/24/2022

HRGreen

▷5525 Merle Hay Road | Suite 200 | Johnston, IA 50131
Main 515.278.2913 + **Fax** 515.278.1846

▷HRGREEN.COM

February 24, 2022

Amy Quartell, PE
City Engineer
City of Ankeny
Public Works Department
1210 NW Prairie Ridge Drive
Ankeny, IA 50023

Progress Report & Attached Invoice
Ankeny, IA - NE 36th Street Reconstruction
HRG Project No. 210360
Contract date: April 5, 2021

Dear Amy:

Please find the attached invoice for our services on the above referenced project. A brief summary of the invoice and how it relates to project progress is provided below.

Attached Invoice #	150578
Period covered by invoice	1/1/22 – 1/28/22
Amount this invoice	$41,650.56
Total billings to date, including this invoice	$477,403.98
Contract maximum fee	$655,500.00
% of Contract billed to date	72.83%

Summary of services during this billing period:

- Coordinated with MidAmerican Energy (MEC), DMWW, and Aureon on facility designs and relocations
- Updated traffic signal designs based on coordination with City and Check Plan comments
- Performed photometric analysis and coordinated a draft street lighting plan with City and MEC
- Prepared right-of-way and easement plats and exhibits
- Coordinated and prepared draft Preliminary Special Assessment documentation
- Began evaluating DMAMPO travel demand model and City traffic counts

Comments:

- None at this time

Feel free to contact me if you have any questions about the attached invoice, or about the progress of the project.

Best regards,

HR GREEN, INC.

Jason Lastovica, P.E.

HRGreen®

Please Remit To:
HR Green, Inc.
PO Box 8213
Des Moines, IA 50301-8213
1-800-728-7805

City of Ankeny, IA
1210 NW Prairie Ridge Drive
Ankeny, IA 50023

February 24, 2022
Project No: 210360
Invoice No: 150578
Invoice Total: $41,650.56

Project 210360 Ankeny, IA - NE 36th Street Reconstruction
Professional Services Through January 28, 2022

Phase 01.00 Project Management and Administration
Professional Personnel

	Hours	Amount	
Principal	.75	225.00	
Senior Professional	14.00	3,170.00	
Professional	1.00	160.00	
Admin Coordinator	4.00	404.00	
Totals	19.75	3,959.00	
Total Labor			**3,959.00**
		Total this Phase	**$3,959.00**

Phase 02.00 Stakeholder Coordination
Professional Personnel

	Hours	Amount	
Senior Professional	1.00	225.00	
Totals	1.00	225.00	
Total Labor			**225.00**
		Total this Phase	**$225.00**

Phase 03.00 Utility Coordination
Professional Personnel

	Hours	Amount	
Senior Professional	4.00	900.00	
Technician	4.00	420.00	
Totals	8.00	1,320.00	
Total Labor			**1,320.00**
Unit Charges			
Mileage 0.585		21.06	
Total Unit Charges		**21.06**	**21.06**
		Total this Phase	**$1,341.06**

Phase 07.00 Right-of-Way and Easements

Payment is due within 30 days unless prior arrangements are made. Interest of 1.5% per month will be levied on overdue balances.

Professional Personnel

		Hours	Amount	
Senior Professional		1.00	225.00	
	Totals	1.00	225.00	
	Total Labor			**225.00**

Consultants

Nilles Associates

1/28/2022	Nilles Associates	ROW Plats and Easement Exhibits	16,753.00	
	Total Consultants		**16,753.00**	**16,753.00**
			Total this Phase	**$16,978.00**

Phase 10.00 Final Design

Professional Personnel

		Hours	Amount	
Senior Professional		12.00	2,585.00	
Professional		6.75	1,150.00	
Senior Technician		22.50	3,487.50	
	Totals	41.25	7,222.50	
	Total Labor			**7,222.50**
			Total this Phase	**$7,222.50**

Phase 12.00 Special Assessment Services

Professional Personnel

		Hours	Amount	
Senior Professional		39.00	8,775.00	
	Totals	39.00	8,775.00	
	Total Labor			**8,775.00**
			Total this Phase	**$8,775.00**

Phase 13.00 Interchange Operation Report

Professional Personnel

		Hours	Amount	
Senior Professional		15.00	3,150.00	
	Totals	15.00	3,150.00	
	Total Labor			**3,150.00**
			Total this Phase	**$3,150.00**

Billing Limits	**Current**	**Prior**	**To-Date**	
Total Billings	41,650.56	435,753.42	477,403.98	
Limit			655,500.00	
Remaining			178,096.02	
			Total this Invoice	**$41,650.56**

??

ANKENY CITY COUNCIL

City Council Agenda

March 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: ?? COUNCIL GOAL:

Public Works

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #10 in the amount of $3,540.00 to JEO Consulting Group, Inc., for engineering services on the SE 3rd Street Improvements - Phase 1 project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **??No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Payment #10

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
bringing it all together

Project Title:	SE 3rd Street Improvements - Phase 1		
Contractor:	JEO Consulting Group, Inc.		
Address:	1615 SW Main Street, Suite 205, Ankeny, IA		
Finance Budget Code:	42% - 658.3658.4210 58% - 695.3695.4210	***Finance Project #***	42% - 658.4210 58% - 695.4210
Vendor Project or Invoice #:	200170.01	***PO #***	
Original Contract Date:	December 7, 2020	***Vendor #***	7827

Date of Council Meeting: March 7, 2022 **PAYMENT REQUEST #** 10

PAYMENT PERIOD: From: October 9, 2021 Through: February 4, 2022

Contract Summary

Original Contract Amount:	$ 129,560.00			
Net change by Change Orders:	$ 11,885.00			
Contract Amount to Date: (line 1 ± 2)		$ 141,445.00		
Total completed and stored to date:	$ 141,445.00			
Retainage: 0 % of Completed Work:	$ -			
Total Earned less Retainage:		$ 141,445.00		
Less previous applications for payment:		$ 137,905.00		
SUBTOTAL			$	3,540.00
OTHER CHARGES (Attach an itemized list)			$	-
CURRENT PAYMENT DUE			$	3,540.00
Balance to finish, including retainage:		$ -		
Contract Time Remaining (If applicable)	-	Working Days		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all the amounts have been paid by the Contractor for work for which previous Certificate(s) for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Construction Contractor Approval:

Firm Name

Signature Date

Engineer / Consultant Approval: JEO Consulting Group, Inc.

Firm Name

Signature February 9, 2022

Date

City of Ankeny Staff Approval:

Becky Ford 02/11/2022

Signature Date

Submit to: *Becky Ford, PE, CFM - Stormwater and Environmetal Manager*

E-mail: BFord@Ankenylowa.gov *Phone:* *(515) 963-3526* *Fax:* *(515) 963-3526*

Date Printed: 2/9/2022

ENGINEERING ■ ARCHITECTURE ■ SURVEYING ■ PLANNING

February 9th, 2022

Ms. Becky Ford
Stormwater and Environmental Manager
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, IA 50023

RE: SE 3rd Street Improvements - Phase 1
Progress Report No. 10
JEO Project No. 200170.01

Dear Ms. Ford:

This is the tenth progress report for the above referenced project and covers work through February 4th, 2022. Work during the specified timeframe includes final design and bidding services for Phase 1.

We are excited to continue to work with the City of Ankeny on this project. Feel free to contact me if you have any questions about the attached invoice.

Sincerely,

Tim Sheets, P.E.
Project Manager

Enclosures

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	February 1, 2021	$ 8,827.50
2	March 1, 2021	$ 27,042.50
3	April 5, 2021	$ 13,045.00
4	May 3, 2021	$ 18,691.25
5	June 7, 2021	$ 6,117.50
6	August 2, 2021	$ 31,245.00
7	September 7, 2021	$ 16,212.50
8	October 4, 2021	$ 12,552.50
9	November 1, 2021	$ 4,171.25
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		

Previous Applications for Payment

No.	Date	Amount
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		

PREVIOUS PAY APP TOTAL = $ 137,905.00

Record of Change Orders

No.	Date	Amount
1	June 7, 2021	$ 11,885.00
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

CHANGE ORDER TOTAL = $ 11,885.00

Contract Time Remaining

	Working Days
Contract Period:	
Original Contract Date:	
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	0.0
Time Used to Date:	
Contract Time Remaining:	0.0

Date Printed: 2/9/2022

JEO CONSULTING GROUP

Engineering | Architecture | Surveying | Planning

Invoice

February 10, 2022
Project No: R200170.01
Invoice No: 130801
Invoice Amount: 3,540.00

Becky Ford
City of Ankeny
220 W 1st Street
Ankeny, IA 50023

Project Manager Timothy Sheets

Project R200170.01 Ankeny SE 3rd Street Improvements - Phase 1

Professional Services through February 4, 2022

	Contract Amount	Percent Complete	Billed-to-Date	Previous Billing	Current Billing
Hourly to a Maximum Phase(s)					
Administration and Coordination	$20,475.00		$20,475.00	$20,475.00	0.00
Geotechnical	$7,000.00		$7,000.00	$7,000.00	0.00
Preliminary Design	$62,090.00		$62,090.00	$62,090.00	0.00
Final Design	$44,840.00		$44,840.00	$44,840.00	0.00
Public Information Meeting	$3,500.00		$3,500.00	$3,500.00	0.00
Bidding Phase Services	$3,540.00		$3,540.00	0.00	$3,540.00
Total	**$141,445.00**		**$141,445.00**	**$137,905.00**	**$3,540.00**

Total Amount Due Upon Receipt : $3,540.00

Email invoice to: BFord@Ankenylowa.gov

JEO CONSULTING GROUP INC
JEO ARCHITECTURE INC

p: 402.443.4661
f: 402.443.3508

1937 North Chestnut Street
Wahoo, Nebraska 68066

jeo.com

??

ANKENY CITY COUNCIL

City Council Agenda

March 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: ?? COUNCIL GOAL:

Public Works

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #7 in the amount of $24,167.88 to JEO Consulting Group, Inc., for engineering services on the SE Delaware Avenue HMA Widening project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **??No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Payment #7

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
bringing it all together

Project Title:	SE Delaware Avenue HMA Widening		
Contractor:	JEO Consulting Group, Inc.		
Address:	1615 SW Main Street, Suite 205, Ankeny, IA		
Finance Budget Code:	993.3993.4210	***Finance Project #***	993.4210
Vendor Project or Invoice #:	201512.00	***PO #***	N/A
Original Contract Date:	April 19, 2021	***Vendor #***	7827

Date of Council Meeting: March 7, 2022 **PAYMENT REQUEST #** 7

PAYMENT PERIOD: From: October 9, 2021 Through: February 4, 2022

Contract Summary

Original Contract Amount:	$ 97,750.00		
Net change by Change Orders:	$ 24,595.00		
Contract Amount to Date: (line 1 ± 2)		$ 122,345.00	
Total completed and stored to date:	$ 119,132.88		
Retainage: 0 % of Completed Work:	$ -		
Total Earned less Retainage:		$ 119,132.88	
Less previous applications for payment:		$ 94,965.00	
SUBTOTAL			$ 24,167.88
OTHER CHARGES (Attach an itemized list)			$ -
CURRENT PAYMENT DUE			$ 24,167.88
Balance to finish, including retainage:		$ 3,212.12	
Contract Time Remaining (If applicable)	- Working Days		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all the amounts have been paid by the Contractor for work for which previous Certificate(s) for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Construction Contractor Approval:

Firm Name

Signature Date

Engineer / Consultant Approval: JEO Consulting Group, Inc.

Firm Name

Signature February 9, 2022

Date

City of Ankeny Staff Approval:

Signature 2/11/2022

Date

Submit to: *Jim Haberichter - Civil Engineer II*

E-mail: jhaberichter@Ankenylowa.gov *Phone:* *(515) 963-3537* *Fax:* *(515) 963-3535*

Date Printed: 2/9/2022

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	June 7, 2021	$ 4,361.25
2	July 6, 2021	$ 5,788.75
3	August 2, 2021	$ 28,591.25
4	September 7, 2021	$ 28,883.75
5	October 4, 2021	$ 15,606.25
6	November 1, 2021	$ 11,733.75
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		

Previous Applications for Payment

No.	Date	Amount
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		

PREVIOUS PAY APP TOTAL = $ 94,965.00

Record of Change Orders

No.	Date	Amount
1	January 3, 2022	$ 24,595.00
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

CHANGE ORDER TOTAL = $ 24,595.00

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	0.0
Time Used to Date:	
Contract Time Remaining:	**0.0**

Date Printed: 2/9/2022

JEO CONSULTING GROUP

Engineering | Architecture | Surveying | Planning

Invoice

February 10, 2022
Project No: R201512.00
Invoice No: 130804
Invoice Amount: 24,167.88

Jim Haberichter
City of Ankeny
220 W 1st Street
Ankeny, IA 50023

Project Manager Timothy Sheets

Project R201512.00 Ankeny SE Delaware Avenue HMA Widening- SE 68th Ave to SE 72nd Ave

Professional Services through February 4, 2022

	Contract Amount	Percent Complete	Billed-to-Date	Previous Billing	Current Billing
Hourly to a Maximum Phase(s)					
Administration and Coordination	$17,050.00		$17,050.00	$17,050.00	0.00
Environmental Services	$2,000.00		$1,930.00	$1,930.00	0.00
Preliminary Design	$43,610.00		$43,591.25	$43,591.25	0.00
Final Design	$28,950.00		$28,950.00	$28,950.00	0.00
Public Information Meeting	$3,450.00		$3,443.75	$3,443.75	0.00
Bidding Phase Services	$2,690.00		0.00	0.00	0.00
Amendment No. 1-Acquisition Plats	$3,500.00		$3,500.00	0.00	$3,500.00
Amendment No. 1 - City Letting Design	$15,095.00		$15,095.00	0.00	$15,095.00
Hourly Phase(s)					
Reimbursables-Amendment No. 1-Utility Potholing			$5,572.88	0.00	$5,572.88
Total	**$116,345.00**		**$119,132.88**	**$94,965.00**	**$24,167.88**

Total Amount Due Upon Receipt : $24,167.88

Email invoice to: jhaberichter@ankenyiowa.gov

ENGINEERING ■ ARCHITECTURE ■ SURVEYING ■ PLANNING

February 9th, 2022

Mr. Jim Haberichter
Civil Engineer II
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, IA 50023

RE: SE Delaware Avenue HMA Widening
Progress Report No. 7
JEO Project No. 201512.00

Dear Mr. Haberichter:

This is the seventh progress report for the above referenced project and covers work through February 4th, 2022. Work during the specified timeframe includes final design.

We are excited to continue to work with the City of Ankeny on this project. Feel free to contact me if you have any questions about the attached invoice.

Sincerely,

Tim Sheets, P.E.
Project Manager

Enclosures

??

ANKENY CITY COUNCIL

City Council Agenda

March 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: COUNCIL GOAL: ??

Municipal Utilities

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #7 in the amount of $324,033.13 to McAninch Corporation, for construction services on the Irvinedale Drive Water Main Improvements - Phase 3 project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **??No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Payment #7

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
bringing it all together

Project Title:	Irvinedale Drive Transmission Main - Phase 3		
Contractor:	McAninch Corporation		
Address:	4001 Delaware Ave., Des Moines, Ia 50313		
Finance Budget Code:	623.3623.4450	***Finance Project #***	623.4450
Vendor Project or Invoice #:		***PO #***	
Original Contract Date:	February 1, 2021	***Vendor #***	313

Date of Council Meeting: March 7, 2022 **PAYMENT REQUEST #** 7

PAYMENT PERIOD: From: November 25, 2021 Through: February 22, 2022

Contract Summary

Original Contract Amount:	$ 1,379,870.00			
Net change by Change Orders:	$ 135,994.00			
Contract Amount to Date: (line 1 ± 2)		$ 1,515,864.00		
Total completed and stored to date:	$ 1,276,179.73			
Retainage: 5 % of Completed Work:	$ 63,808.99			
Total Earned less Retainage:		$ 1,212,370.74		
Less previous applications for payment:		$ 888,337.61		
SUBTOTAL			$	324,033.13
OTHER CHARGES (Attach an itemized list)			$	-
CURRENT PAYMENT DUE			$	324,033.13
Balance to finish, including retainage:		$ 303,493.26		
Contract Time Remaining (If applicable)	35.0 Working Days			

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all the amounts have been paid by the Contractor for work for which previous Certificate(s) for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Construction Contractor Approval: McAninch Corporation
Firm Name

Digitally signed by Todd Inman
DN: C=US, E=tinman@mcaninchcorp.com, O=McAninch Corp., CN=Todd Inman
Date: 2022.02.25 14:59:41-06'00'

Signature — Date: 2/25/2022

Engineer / Consultant Approval: McClure Engineering Company
Firm Name

Joseph W. Kell — Date: 02/25/2022

City of Ankeny Staff Approval:

Donald Clark — Date: 2/25/22
Signature

Submit to: *Don Clark, PE - Director of Municipal Utilities*
E-mail: Dclark@Ankenylowa.gov *Phone:* *(515) 963-3529* *Fax:* *(515) 963-3535*

Date Printed: 2/25/2022

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	TOTAL QUANTITY THIS PAY PERIOD	TOTAL VALUE THIS PAY PERIOD	TOTAL QUANTITY FROM PREVIOUS PAY PERIODS	TOTAL QUANTITY COMPLETE	TOTAL VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
1	CLEARING AND GRUBBING	UNITS	140.00		140.00	$ 92.00	$ 12,880.00		$ -	140.00	140.00	$ 12,880.00	0.00	100.00%
2	TOPSOIL, ON-SITE	CY	1,116.00		1,116.00	$ 30.00	$ 33,480.00		$ -		0.00	$ -	1,116.00	0.00%
3	REMOVAL OF WATER MAIN, LESS THAN OR EQUAL TO 24"	LF	21.00		21.00	$ 62.00	$ 1,302.00		$ -	4.00	4.00	$ 248.00	17.00	19.05%
4	TRENCH FOUNDATION	TON	550.00		550.00	$ 28.00	$ 15,400.00		$ -		0.00	$ -	550.00	0.00%
5	REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL	CY	350.00		350.00	$ 15.00	$ 5,250.00		$ -		0.00	$ -	350.00	0.00%
6	STORM SEWER GRAVITY MAIN, TRENCHED, RCP, GASKETED, 15 IN. DIA.	LF	54.00		54.00	$ 144.00	$ 7,776.00		$ -	54.00	54.00	$ 7,776.00	0.00	100.00%
7	STORM SEWER GRAVITY MAIN, TRENCHED, RCP, GASKETED, 24 IN. DIA.	LF	24.00		24.00	$ 213.00	$ 5,112.00		$ -	24.00	24.00	$ 5,112.00	0.00	100.00%
8	REMOVAL OF STORM SEWER/CULVERTS, LESS THAN OR EQUAL TO 30 IN. DIA.	LF	165.00		165.00	$ 38.00	$ 6,270.00	31.00	$ 1,178.00	96.00	127.00	$ 4,826.00	38.00	76.97%
9	STORM SEWER CULVERT, TRENCHED, PVC, 18 IN. DIA.	LF	60.00		60.00	$ 115.00	$ 6,900.00		$ -	60.00	60.00	$ 6,900.00	0.00	100.00%
10	SOTM SEWER CULVERT, TRENCHED, CMP, 30 IN. DIA.	LF	24.00		24.00	$ 206.00	$ 4,944.00		$ -		0.00	$ -	24.00	0.00%
11	PIPE APRON, METAL, 18 IN.	EA	2.00		2.00	$ 751.00	$ 1,502.00		$ -	2.00	2.00	$ 1,502.00	0.00	100.00%
12	PIPE APRON, METAL, 30 IN.	EA	2.00		2.00	$ 836.00	$ 1,672.00		$ -		0.00	$ -	2.00	0.00%
13	WATER MAIN, TRENCHED, POLYVINYL CHLORIDE, PIPE (PVC), 24 IN.	LF	3,362.00		3,362.00	$ 127.00	$ 426,974.00	935.00	$ 118,745.00	2242.00	3,177.00	$ 403,479.00	185.00	94.50%
14	WATER MAIN, TRENCHED, POLYVINYL CHLORIDE, PIPE (PVC), RJ, 24 IN.	LF	1,208.00		1,208.00	$ 215.00	$ 259,720.00	240.00	$ 51,600.00	801.00	1,041.00	$ 223,815.00	167.00	86.18%
15	WATER MAIN, TRENCHED, POLYVINYL CHLORIDE, PIPE (PVC), RJ, 12 IN.	LF	21.00		21.00	$ 176.00	$ 3,696.00		$ -		0.00	$ -	21.00	0.00%
16	WATER MAIN, TRENCHED, POLYVINYL CHLORIDE, PIPE (PVC), RJ, 16 IN.	LF	71.00		71.00	$ 154.00	$ 10,934.00	16.00	$ 2,464.00		16.00	$ 2,464.00	55.00	22.54%
17	WATER MAIN, TRENCHLESS, POLYVINYL CHLORIDE, PIPE (PVC), RJ, 24 IN.	LF	280.00	(66.00)	214.00	$ 451.00	$ 96,514.00		$ -	214.00	214.00	$ 96,514.00	0.00	100.00%
18	WATER MAIN, TRENCHLESS, POLYVINYL CHLORIDE, PIPE (PVC), RJ, 24 IN. W/ CASING	LF	68.00		68.00	$ 1,007.00	$ 68,476.00		$ -	68.00	68.00	$ 68,476.00	0.00	100.00%
19	FITTINGS BY WEIGHT, DUCTILE IRON PIPE	LB	11,370.00		11,370.00	$ 6.00	$ 68,220.00	1,412.00	$ 8,472.00	5455.00	6,867.00	$ 41,202.00	4,503.00	60.40%
20	VALVE, GATE, DIP, 24 IN.	EA	2.00		2.00	$ 18,700.00	$ 37,400.00	1.00	$ 18,700.00		1.00	$ 18,700.00	1.00	50.00%
21	VALVE, GATE, DIP, 16 IN.	EA	2.00		2.00	$ 6,340.00	$ 12,680.00	1.00	$ 6,340.00		1.00	$ 6,340.00	1.00	50.00%
22	FIRE HYDRANT ASSEMBLY	EA	3.00		3.00	$ 4,660.00	$ 13,980.00		$ -	2.00	2.00	$ 9,320.00	1.00	66.67%
23	REMOVE AND RELOCATE FIRE HYDRANT ASSEMBLY	EA	3.00		3.00	$ 1,955.00	$ 5,865.00	1.00	$ 1,955.00		1.00	$ 1,955.00	2.00	33.33%
24	CURB & GUTTER, PORTLAND CEMENT CONCRETE, 30 IN. WIDE, 8 INCH THICK	LF	26.00		26.00	$ 65.00	$ 1,690.00		$ -	59.00	59.00	$ 3,835.00	(33.00)	226.92%
25	REMOVAL OF DRIVEWAY	SY	112.00		112.00	$ 32.00	$ 3,584.00	95.00	$ 3,040.00	133.00	228.00	$ 7,296.00	(116.00)	203.57%
26	REMOVAL OF SHARED-USE PATH/SIDEWALK	SY	327.00	64.00	391.00	$ 14.00	$ 5,474.00		$ -	559.60	559.60	$ 7,834.40	(168.60)	143.12%
27	SHARED-USE PATH, PCC, 5 IN.	SY	270.00	64.00	334.00	$ 68.00	$ 22,712.00		$ -	486.40	486.40	$ 33,075.20	(152.40)	145.63%
28	SIDEWALK, PCC, 4 IN.	SY	27.00		27.00	$ 78.00	$ 2,106.00		$ -	11.00	11.00	$ 858.00	16.00	40.74%
29	SIDEWALK, PCC, 6 IN.	SY	53.00		53.00	$ 70.00	$ 3,710.00		$ -	113.60	113.60	$ 7,952.00	(60.60)	214.34%
30	DETECTABLE WARNINGS	SF	54.00		54.00	$ 59.00	$ 3,186.00		$ -	76.00	76.00	$ 4,484.00	(22.00)	140.74%
31	DRIVEWAY, HMA, 8 IN.	SY	109.00		109.00	$ 71.00	$ 7,739.00		$ -	130.40	130.40	$ 9,258.40	(21.40)	119.63%
32	GRANULAR SURFACING ON DRIVEWAY, CLASS A CRYSHED STONE, 6 IN.	SY	95.00		95.00	$ 29.00	$ 2,755.00	55.00	$ 1,595.00	28.00	83.00	$ 2,407.00	12.00	87.37%
33	PRECAST CONCRETE COMPOSITE HANDHOLE, TYPE III	EA	6.00		6.00	$ 2,130.00	$ 12,780.00		$ -	6.00	6.00	$ 12,780.00	0.00	100.00%
34	PRECAST CONCRETE COMPOSITE HANDHOLE, TYPE IV	EA	3.00		3.00	$ 2,450.00	$ 7,350.00		$ -	3.00	3.00	$ 7,350.00	0.00	100.00%
35	FIBER CONDUIT, TRENCHED, 2 IN., HDPE SDR 13.5	LF	5,751.00		5,751.00	$ 5.00	$ 28,755.00		$ -	5691.00	5,691.00	$ 28,455.00	60.00	98.96%
36	FIBER CONDUIT, TRENCHLESS, 2 IN., HDPE SDR 13.5	LF	518.00		518.00	$ 5.00	$ 2,590.00		$ -	518.00	518.00	$ 2,590.00	0.00	100.00%
37	TEMPORARY TRAFFIC CONTROL	LS	1.00	0.32	1.32	$ 12,200.00	$ 16,050.00		$ -	0.92	0.92	$ 11,170.00	0.40	69.60%
38	TEMPORARY SEEDING AND MULCHING, CONVENTIONAL, (TYPE 4) URBAN	AC	2.25		2.25	$ 765.00	$ 1,721.25		$ -	0.80	0.80	$ 612.00	1.45	35.56%
39	TEMPORARY SEEDING AND MULCHING, CONVENTIONAL, (TYPE 5) RURAL	AC	1.05		1.05	$ 765.00	$ 803.25		$ -		0.00	$ -	1.05	0.00%
40	SEEDING, FERTILIZING, AND MULCHING FOR HYDRAULIC SEEDING, (TYPE 1) URBAN	AC	2.25		2.25	$ 3,315.00	$ 7,458.75		$ -	4.99	4.99	$ 16,541.85	(2.74)	221.78%
41	SEEDING, FERTILIZING, AND MULCHING FOR HYDRAULIC SEEDING, (TYPE 2) RURAL	AC	1.05		1.05	$ 3,060.00	$ 3,213.00		$ -		0.00	$ -	1.05	0.00%
42	FILTER SOCKS/WATTLES, 12 IN. DIA.	LF	170.00		170.00	$ 3.00	$ 510.00	10.00	$ 30.00	920.00	930.00	$ 2,790.00	(760.00)	547.06%
43	FILTER SOCKS/WATTLES, REMOVAL	LF	170.00		170.00	$ 1.00	$ 170.00		$ -		0.00	$ -	170.00	0.00%
44	TEMPORARY ROLLED EROSION CONTROL PRODUCTS (RECP), TYPE 2.D	SY	995.00		995.00	$ 1.50	$ 1,492.50	1,059.00	$ 1,588.50	1497.00	2,556.00	$ 3,834.00	(1,561.00)	256.88%
45	SILT FENCE OR SILT FENCE DITCH CHECK, INSTALLATION	LF	3,200.00		3,200.00	$ 1.50	$ 4,800.00		$ -		0.00	$ -	3,200.00	0.00%
46	SILT FENCE OR SILT FENCE DITCH CHECK, REMOVAL OF DEVICE	LF	3,200.00		3,200.00	$ 0.05	$ 160.00		$ -		0.00	$ -	3,200.00	0.00%
47	MOBILIZATION	LS	1.00		1.00	$ 71,226.25	$ 71,226.25		$ -	0.50	0.50	$ 35,613.13	0.50	50.00%
48	CONCRETE WASHOUT ROLL OFF	LS	1.00		1.00	$ 408.00	$ 408.00		$ -	1.00	1.00	$ 408.00	0.00	100.00%
49	CONNECT TO EXISTING STORM SEWER	EA	4.00		4.00	$ 1,004.00	$ 4,016.00		$ -	2.00	2.00	$ 2,008.00	2.00	50.00%
50	CONNECT TO EXISTING WATER MAIN	EA	5.00		5.00	$ 5,560.00	$ 27,800.00	1.00	$ 5,560.00	2.00	3.00	$ 16,680.00	2.00	60.00%
51	TEMPORARY WATER SERVICE CONNECTION	EA	1.00		1.00	$ 5,370.00	$ 5,370.00		$ -		0.00	$ -	1.00	0.00%
52	DEWATERING	LS	1.00		1.00	$ 2,625.00	$ 2,625.00		$ -	0.75	0.75	$ 1,968.75	0.25	75.00%
53	MATERIAL PROCUREMENT, 24-IN PVC - MAY 2021	LS		1.00	1.00	$ 14,850.00	$ 14,850.00		$ -	1.00	1.00	$ 14,850.00	0.00	100.00%
54	PAVEMENT, PCC, 8IN	SY		75.00	75.00	$ 136.00	$ 10,200.00		$ -	75.00	75.00	$ 10,200.00	0.00	100.00%
55	STORM INTAKE BASKETS	EA		4.00	4.00	$ 215.00	$ 860.00		$ 860.00	4.00	4.00	$ 860.00	0.00	100.00%
56	WATER MAIN, TRENCHLESS, POLYVINYL CHLORIDE, PIPE (PVC), RJ, 24 IN. W/ CASING - JANUARY 2022	LF		66.00	66.00	$ 1,072.00	$ 70,752.00	55.00	$ 58,960.00		55.00	$ 58,960.00	11.00	83.33%
57	MATERIAL PROCUREMENT, 24-IN PVC - JANUARY 2022	LS		1.00	1.00	$ 60,000.00	$ 60,000.00	1.00	$ 60,000.00		1.00	$ 60,000.00	0.00	100.00%

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK

CONTRACT = $ 1,515,864.00 PAY PERIOD = $ 341,087.50 COMPLETED = $ 1,276,179.73 84.19%

Date printed: 2/25/2022

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	June 7, 2021	$ 12,236.00
2	August 16, 2021	$ 277,611.43
3	September 7, 2021	$ 365,890.00
4	October 4, 2021	$ 185,393.35
5	November 15, 2021	$ 47,026.71
6	December 6, 2021	$ 180.12
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		

Previous Applications for Payment

No.	Date	Amount
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		

PREVIOUS PAY APP TOTAL = $ 888,337.61

Record of Change Orders

No.	Date	Amount
1	October 4, 2021	$ 34,148.00
2	December 6, 2021	$ 860.00
3	February 7, 2022	$ 100,986.00
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

CHANGE ORDER TOTAL = $ 135,994.00

Contract Time Remaining

Contract Period:	Working Days
55	February 1, 2021
Original Contract Time:	110.0
Added by Change Order:	0.0
Contract Time to Date:	110.0
Time Used to Date:	75.0
Contract Time Remaining:	**35.0**

Date Printed: 2/25/2022

??

ANKENY CITY COUNCIL

City Council Agenda

March 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: ?? COUNCIL GOAL:

Public Works

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #1 in the amount of $47,645.35 to Precision Underground Utilties, LLC, for construction services on the Fiber Optic Connection to Ankeny Senior Center project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **??No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Payment #1

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
bringing it all together

Project Title:	Fiber Optic Connection to Ankeny Senior Center		
Contractor:	Precision Underground Utilities, LLC		
Address:	309 South Water Street, PO Box 409, Cambridge, IA 50046		
Finance Budget Code:	905.2905.4456	***Finance Project #***	905.4456
Vendor Project or Invoice #:	N/A	***PO #***	N/A
Original Contract Date:	April 19, 2021	***Vendor #***	5896

Date of Council Meeting: March 7, 2022 **PAYMENT REQUEST #** 1

PAYMENT PERIOD: From: August 2, 2021 Through: December 31, 2021

Contract Summary

Original Contract Amount:	$ 47,520.00			
Net change by Change Orders:	$ 3,008.00			
Contract Amount to Date: (line 1 ± 2)		$ 50,528.00		
Total completed and stored to date:	$ 50,153.00			
Retainage: 5 % of Completed Work:	$ 2,507.65			
Total Earned less Retainage:		$ 47,645.35		
Less previous applications for payment:		$ -		
SUBTOTAL			$	47,645.35
OTHER CHARGES (Attach an itemized list)			$	-
CURRENT PAYMENT DUE			$	47,645.35
Balance to finish, including retainage:		$ 2,882.65		
Contract Time Remaining (If applicable)	- Calendar Days			

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all the amounts have been paid by the Contractor for work for which previous Certificate(s) for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Construction Contractor Approval: Precision Underground Utilities, LLC
Firm Name

Signature 2-22-2022 Date

Engineer / Consultant Approval: City of Ankeny
Firm Name

Signature Date

City of Ankeny Staff Approval:

Leslie Hart 2/22/22
Signature Date

Submit to: *Leslie Hart, PE, PTOE - Traffic Engineering Manager*

E-mail: LHart@Ankenylowa.gov *Phone:* *(515) 963-3548* *Fax:* *(515) 963-3537*

Date Printed: 2/22/2022

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	TOTAL QUANTITY THIS PAY PERIOD	TOTAL VALUE THIS PAY PERIOD	TOTAL QUANTITY FROM PREVIOUS PAY PERIODS	TOTAL QUANTITY COMPLETE	TOTAL VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
	TRAFFIC CONTROL													
8.1	Provide and Install one (1) - 2" HDPE Conduit, Boring	LF	1,745.00	(6.00)	1,739.00	$ 10.00	$ 17,390.00	1,739.00	$ 17,390.00		1,739.00	$ 17,390.00	0.00	100.00%
8.2	Provide and Install one (1) - Type III Handhole (24x36x30)	EA	1.00	1.00	2.00	$ 1,500.00	$ 3,000.00	2.00	$ 3,000.00		2.00	$ 3,000.00	0.00	100.00%
8.3	Install One (1) Fiber Optic Cable (96 count or less)	LF	3,210.00	(166.00)	3,044.00	$ 2.00	$ 6,088.00	3,044.00	$ 6,088.00		3,044.00	$ 6,088.00	0.00	100.00%
8.4	Provide and Install Splice Case	EA	1.00		1.00	$ 1,100.00	$ 1,100.00	1.00	$ 1,100.00		1.00	$ 1,100.00	0.00	100.00%
8.5	Fiber Optic Cable Fusion Splices	EA	376.00	(2.00)	374.00	$ 50.00	$ 18,700.00	374.00	$ 18,700.00		374.00	$ 18,700.00	0.00	100.00%
8.6	Temporary Traffic Control	LS	1.00		1.00	$ 750.00	$ 750.00	1.00	$ 750.00		1.00	$ 750.00	0.00	100.00%
	SITE WORK AND LANDSCAPING													
9.1					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
9.2					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
9.3					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
9.4					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
9.5					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
	DEMOLITION													
10.1					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
	MISCELLANEOUS													
11.1	Mobilization	LS	1.00		1.00	$ 1,500.00	$ 1,500.00	1.00	$ 1,500.00		0.75	$ 1,125.00	0.25	75.00%
	CHANGE ORDER ITEMS													
12.1	Remove Ex. HH at Park Maint, Provide and Install New Type IV HH	EA	0.00	1.00	1.00	$ 2,000.00	$ 2,000.00	1.00	$ 2,000.00		1.00	$ 2,000.00	0.00	100.00%
12.2					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
12.3					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
12.4					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
12.5					0.00		$ -		$ -		0.00	$ -	0.00	0.00%

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK CONTRACT = $ 50,528.00 PAY PERIOD = $ 50,528.00 COMPLETED = $ 50,153.00 99.26%

Date printed: 2/22/2022

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		

Previous Applications for Payment

No.	Date	Amount
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		

PREVIOUS PAY APP TOTAL = $ -

Record of Change Orders

No.	Date	Amount
1	March 7, 2022	$ 3,008.00
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		

CHANGE ORDER TOTAL = $ 3,008.00

Contract Time Remaining

Contract Period:	Calendar Days
Construction Start Date:	

Substantial Completion

Contract Working Days:	
Added by Change Order:	
Total Working Days:	0.0
Working Days Used to Date:	
Working Days Remaining:	**0.0**

Full Completion

Contract Working Days:	
Added by Change Order:	
Total Working Days:	0.0
Working Days Used to Date:	
Working Days Remaining:	**0.0**

Date Printed: 2/22/2022

??

ANKENY CITY COUNCIL

City Council Agenda

March 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: ?? COUNCIL GOAL:

City Manager

Exercise Financial Discipline

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #21 in the amount of $2,275.40 to Shive Hattery for design\development services on the Ankeny Senior Community Center.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **??No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Shive PA 21

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
bringing it all together

Project Title:	Ankeny Senior Community Center		
Contractor:	Shive Hattery		
Address:	PO Box 1599 - Cedar Rapids, Iowa 52106-1599		
Finance Budget Code:	905.2905.4210	***Finance Project #***	905.421
Vendor Project or Invoice #:	4185992-23	***PO #***	
Original Contract Date:	October 28, 2019	***Vendor #***	8471

Date of Council Meeting: March 7, 2022 **PAYMENT REQUEST #** 21

PAYMENT PERIOD: From: January 15, 2022 Through: February 11, 2022

Contract Summary

Original Contract Amount:	$ 601,000.00			
Net change by Change Orders:	$ 139,700.00			
Contract Amount to Date: (line 1 ± 2)		$ 740,700.00		
Total completed and stored to date:	$ 723,846.19			
Retainage: 0 % of Completed Work:	$ -			
Total Earned less Retainage:		$ 723,846.19		
Less previous applications for payment:		$ 721,570.79		
SUBTOTAL			$	2,275.40
OTHER CHARGES (Attach an itemized list)			$	-
CURRENT PAYMENT DUE			$	2,275.40
Balance to finish, including retainage:		$ 16,853.81		
Contract Time Remaining (If applicable)	-	Working Days		

172,021

Construction Contractor Approval: Shive Hattery
Firm Name

Anne Cameron — Signature
February 18, 2022 — Date

Engineer / Consultant Approval:
Firm Name

Signature — Date

City of Ankeny Staff Approval:

Nick Osborne — Signature
2-22-22 — Date

Submit to: *Nick Osborne - Assistant to the City Manager*
E-mail: nosborne@ankenyiowa.gov *Phone:* *(515) 965-6426* *Fax:* *(515) 963-3537*

Date Printed: 2/18/2022

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Pag

No.	Date	Amount
1	November 26, 2019	$ 11,360.31
2	January 6, 2020	$ 102,092.10
3	Feburary 4, 2020	$ 56,760.84
4	March 13, 2020	$ 156,169.56
5	May 8, 2020	$ 143,061.64
6	June 19,2020	$ 29,757.40
7	September 17, 2020	$ 8,679.20
8	October 16, 2020	$ 40,268.17
9	November 13, 2020	$ 20,723.00
10	January 15,2021	$ 8,665.00
11	February 12, 2021	$ 19,300.00
12	March 12, 2021	$ 15,362.73
13	April 23, 2021	$ 4,496.35
14	June 25, 2021	$ 19,246.07
15	July 30, 2021	$ 8,269.18
16	September 17, 2021	$ 19,013.19
17	October 15, 2021	$ 35,971.80
18	November 12,2021	$ 10,077.64
19	December 5, 2021	$ 3,003.33
20	January 14, 2022	$ 9,293.28
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		

Previous Applications for Payment

No.	Date	Amount
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		

PREVIOUS PAY APP TOTAL = $ 721,570.79

Record of Change Orders

No.	Date	Amount
1	Geothermal Wells	$ 24,000.00
2	Parking Lot & Storm	$ 16,400.00
3	Amendment #3	$ 28,900.00
4	Amendment #4	$ 19,900.00
5	Amendment #5	$ 20,000.00
6	Amendment #6	$ 10,500.00
7	Amendment #7	$ 5,000.00
8	Amendmenty #8	$ 15,000.00
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

CHANGE ORDER TOTAL = $ 139,700.00

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	0.0
Time Used to Date:	
Contract Time Remaining:	0.0

Date Printed: 2/18/2022

??

ANKENY CITY COUNCIL

City Council Agenda

March 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: COUNCIL GOAL: ??

Municipal Utilities

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #12 in the amount of $14,679.78 to Snyder & Associates, Inc., for engineering services on the HTT Transmission Main and Drainage Improvements project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **??No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Payment #12

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
Bringing it all together

Project Title: HTT Transmission Main and Drainage Improvements
Contractor: Snyder & Associates, Inc.
Address: 2727 SW Snyder Blvd., PO Box 1159, Ankeny, IA 50023
Finance Budget Code: 629.3629.4210 **Finance Project Code:** 629.4210
Finance Budget Code: 688.3688.4210 **Finance Project Code:** 688.4210
Vendor Project or Invoice #: 120.1113.01 **PO #**
Original Contract Date: January 4, 2021 **Vendor #** 990

Date of Council Meeting 3/7/2022 **PAYMENT REQUEST #** 12
PAYMENT PERIOD: From: 01/22/22 through: 02/20/22

Contract Summary

Original Contract Amount:	$ 103,800.00		
Net change by Change Orders: Amd #1/2	$ 343,600.00		
Contract Amount to Date: (line 1 ± 2)		$ 447,400.00	
Total completed and stored to date:	$ 181,749.71		
Retainage: 0 % of Completed Work:	$ -		
Total Earned less Retainage:		$ 181,749.71	
Less previous applications for payment:		$ 167,069.93	
SUBTOTAL			$ 14,679.78
OTHER CHARGES (Please attach an itemized list)			$ -
CURRENT PAYMENT DUE			$ 14,679.78
Balance to finish, including retainage:		$ 265,650.29	
Contract Time Remaining (If applicable)	-		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all the amounts have been paid by the Contractor for work for which previous Certificate(s) for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Construction Contractor Approval:
Firm Name
Signature Date

Engineer/Consultant Approval: Snyder & Associates, Inc.
Firm Name
Mark A. Lund 2/24/22
Signature Date

City of Ankeny Staff Approval Donald Clark 2/24/22
Signature Date

Submit to:
Email: *Phone:* *Fax:*

Date Printed: 2/24/2022

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date		Amount
1	3/23/2021	$	47,394.98
2	4/22/2021	$	14,665.92
3	5/26/2021	$	16,258.50
4	6/24/2021	$	4,639.50
5	7/22/2021	$	6,659.86
6	8/25/2021	$	1,525.50
7	9/22/2021	$	3,837.50
8	10/21/2021	$	15,215.25
9	11/23/2021	$	24,875.92
10	12/21/2021	$	15,796.50
11	1/26/2022	$	16,200.50
12			
13			
14			
15			
16			
17			
18			
19			
20			
21			
22			
23			
24			
25			
26			
27			
28			
29			
30			
31			
32			
33			
34			
35			
36			
37			
38			
39			
40			
41			
42			
43			
44			
45			
46			
47			
48			
49			
50			

#	Date	Amount
51		
52		
56		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		
71		
72		
73		
74		
75		
76		
77		
78		
79		
80		
81		
82		
83		
84		
85		
86		
87		
88		
89		
90		
91		
92		
93		
94		
95		
96		
97		
98		
99		
100		

TOTAL $ 167,069.93

Record of Change Orders

#	Date		Amount
1	9/7/2021	$	158,200.00
2	12/6/2021	$	185,400.00
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
TOTAL		$	343,600.00

Contract Time Remaining:

CONTRACT PERIOD:	CLICK TO CHOOSE
Original Contract Date:	January 4, 2021
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	0
Time Used to Date:	
Contract Time Remaining:	0

Date Printed: 2/24/2022

SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

February 24, 2022

Don Clark
City of Ankeny
220 W First Street
Ankeny, IA 50023-1751

Invoice No: 120.1113.01 - 12

Finance Budget Code 629.3629.4210/688.3688.4210
Project Code 629.4210/688.4210
50/50/Split
Vendor #990

Email

Project 120.1113.01 **Ankeny HTT Water Main & Drainage Improvements**

Professional Services through February 20, 2022

Prelim Services

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	0.00	95,150.76	95,150.76
Limit			103,800.00
Remaining			8,649.24

Phase Subtotal **0.00**

	Total	**Prior**	**Current**
Billings to Date	**95,150.76**	**95,150.76**	**0.00**

Design Services Amendment 1
Hourly Services

	Hours	**Rate**	**Amount**
Principal Engineer	.25	220.00	55.00
Sr. Engineer	6.50	190.00	1,235.00
Project Manager VI	2.50	157.00	392.50
Engineer II	7.25	112.00	812.00
Environmental Scientist I	.50	99.00	49.50
Technician VIII	2.50	118.00	295.00
Technician IV	3.50	80.00	280.00
Total Services	23.00		3,119.00

3,119.00

Fleet Mileage

8.78

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	3,127.78	46,266.17	49,393.95
Limit			158,200.00
Remaining			108,806.05

Phase Subtotal **$3,127.78**

	Total	**Prior**	**Current**
Billings to Date	**49,393.95**	**46,266.17**	**3,127.78**

REMIT TO: **SNYDER & ASSOCIATES, INC.**
Mailing: PO Box 1159 | Ankeny, IA 50021
Physical: 2727 SW Snyder Blvd. | Ankeny IA 50023

p: 888-964-2020 | f: 515-964-7938
Federal E.I.N. 42-1379015
SNYDER-ASSOCIATES.COM

Project	120.1113.01	Ank-HTTWaterMain&DrainageImprovements	Invoice	12

Design Services Amendment 2 (Division 1)
Hourly Services

	Hours	Rate	Amount	
Sr. Engineer	8.25	190.00	1,567.50	
Lead Technician	13.50	133.00	1,795.50	
Technician VIII	6.25	118.00	737.50	
Technician VII	9.00	109.00	981.00	
Total Services	37.00		5,081.50	
				5,081.50

Billing Limits	Current	Prior	To-Date	
Total Billings	5,081.50	18,865.50	23,947.00	
Limit			164,600.00	
Remaining			140,653.00	
		Phase Subtotal		$5,081.50

	Total	Prior	Current
Billings to Date	23,947.00	18,865.50	5,081.50

Design Services Amendment 2 (Division 2)
Hourly Services

	Hours	Rate	Amount	
Sr. Engineer	5.75	190.00	1,092.50	
Engineer VIII	10.50	174.00	1,827.00	
Lead Technician	14.00	133.00	1,862.00	
Technician VIII	6.00	118.00	708.00	
Technician VII	9.00	109.00	981.00	
Total Services	45.25		6,470.50	
				6,470.50

Billing Limits	Current	Prior	To-Date	
Total Billings	6,470.50	6,787.50	13,258.00	
Limit			20,800.00	
Remaining			7,542.00	
		Phase Subtotal		$6,470.50

	Total	Prior	Current
Billings to Date	13,258.00	6,787.50	6,470.50

Amount Due this Invoice **$14,679.78**

	Total	Prior	Current
Billings to Date	181,749.71	167,069.93	14,679.78

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Wesley Farrand

SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

February 24, 2022

Don Clark
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

RE: HIGH TRESTLE TRAIL TRANSMISSION MAIN & DRAINAGE IMPROVEMENTS
PROGRESS REPORT NO. 12
S&A PROJECT NO. 120.1113.01

Mr. Clark:

This is the twelfth progress report for the above referenced project and covers work through February 20, 2022. Work performed during this period includes tasks associated with the final design of Phase 1 and Phase of the project. This invoice of $14,679.78 represents a completion of about 25% of the $343,600 Design Services Amendments 1 & 2 to the contract.

We look forward to continuing working for the City and you on this important project. Should you have any questions on this update, please feel free to contact me. We will be in attendance at the March 7, 2022, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

Mark A. Land, P.E., CFM
Vice President

MAL/wcf

Enclosure

2727 SW SNYDER BOULEVARD | P.O. BOX 1159 | ANKENY, IA 50023-0974
P: 515-964-2020 | F: 515-964-7938 | SNYDER-ASSOCIATES.COM

??

ANKENY CITY COUNCIL

City Council Agenda

March 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: ?? COUNCIL GOAL:

Public Works

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #15 in the amount of $1,255.50 to Snyder & Associates, Inc., for engineering services on the NW Northlawn Area Utility Improvements project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **??No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Payment #15

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
Bringing it all together

Project Title: NW Northlawn Area Utiltiy Improvements
Contractor: Snyder & Associates, Inc.
Address: 2727 SW Snyder Blvd., PO Box 1159, Ankeny, IA 50023
Finance Budget Code: 33 1/3% to each acct 610.3610.4210; 650.3650.4210; 963.3963.4210
Finance Project Code: 33 1/3% to each acct 610.4210; 650.4210; 963.4210
Vendor Project or Invoice #: 119.0975.01
PO #
Original Contract Date: November 4th, 2019
Vendor # 990

Date of Council Meeting 3/7/2022
PAYMENT REQUEST # 15
PAYMENT PERIOD: From: 12/18/21 through: 02/20/22

Contract Summary

Original Contract Amount:	$ 97,600.00		
Net change by Change Orders: Amd #1			
Contract Amount to Date: (line 1 ± 2)		$ 97,600.00	
Total completed and stored to date:	$ 96,732.95		
Retainage: 0 % of Completed Work:	$ -		
Total Earned less Retainage:		$ 96,732.95	
Less previous applications for payment:		$ 95,477.45	
SUBTOTAL			$ 1,255.50
OTHER CHARGES (Please attach an itemized list)			$ -
CURRENT PAYMENT DUE			$ 1,255.50
Balance to finish, including retainage:		$ 867.05	
Contract Time Remaining (If applicable)	-		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all the amounts have been paid by the Contractor for work for which previous Certificate(s) for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Construction Contractor Approval: _____ (Firm Name)

_____ (Signature) _____ (Date)

Engineer/Consultant Approval: Snyder & Associates, Inc. (Firm Name)

Mark Ahrendsen (Signature) 2/24/22 (Date)

City of Ankeny Staff Approval Matthew Lynch (Signature) 2/24/2022 (Date)

Submit to: _____

Email: _____ *Phone:* _____ *Fax:* _____

Date Printed: 2/24/2022

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	11/21/2019	$ 16,841.63
2	12/18/2019	$ 1,131.30
3	1/22/2020	$ 8,291.31
4	2/20/2020	$ 22,568.50
5	3/25/2020	$ 22,788.23
6	4/23/2020	$ 11,851.02
7	5/21/2020	$ 3,847.38
8	8/26/2020	$ 1,371.88
9	12/21/2020	$ 2,904.00
10	1/10/2021	$ 604.00
11	3/23/2021	$ 529.03
12	9/21/2021	$ 664.55
13	10/20/2021	$ 348.62
14	12/21/2021	$ 1,736.00
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		

#	Date	Amount
51		
52		
56		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		
71		
72		
73		
74		
75		
76		
77		
78		
79		
80		
81		
82		
83		
84		
85		
86		
87		
88		
89		
90		
91		
92		
93		
94		
95		
96		
97		
98		
99		
100		

TOTAL $ 95,477.45

Record of Change Orders

#	Date	Amount
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
TOTAL		$ -

Contract Time Remaining:

CONTRACT PERIOD:	CLICK TO CHOOSE
Original Contract Date:	November 4th, 2019
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	0
Time Used to Date:	
Contract Time Remaining:	0

Date Printed: 2/24/2022

February 23, 2022

Mr. Matt Grgurich
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

RE: NW NORTHLAWN AREA UTILITY IMPROVEMENTS
PROGRESS REPORT NO. 15
S&A PROJECT NO. 119.0975.01

Dear Mr. Grgurich:

This is the fifteenth progress report for the above referenced project and covers work through February 20, 2022. Our work this past month includes ongoing coordination for the acquisition of the storm sewer easement for Parcels 10 and 81.

We look forward to continuing working for the City and you on this important project. Should you have any questions on this update, please feel free to contact me. We will be in attendance at the March 7, 2022, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

Mark A. Land, P.E., CFM
Vice President

MAL/jms

Enclosures

cc: Jordan Stoermer, P.E., Snyder & Associates, Inc.

SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

February 24, 2022

Becky Ford
City of Ankeny
220 W First Street
Ankeny, IA 50023-1751

Invoice No: 119.0975.01 - 15

Finance Budget Code 610.3610.4210 / 650.3650.4210 / 963.3963.4210

Finance Project Code 610.4210 / 650.4210 / 963.4210

Vendor 990

Email

Project **119.0975.01** **NW Northlawn Reconstruction Area**

Professional Services through February 20, 2022

Prelim Services

	Hours	Rate	Amount	
Principal Engineer	.75	214.00	160.50	
Engineer VII	1.00	160.00	160.00	
Right-of-Way Agent VI	5.00	152.00	760.00	
Total Services	6.75		1,080.50	
Total Services				**1,080.50**
Permit Fees			175.00	
Total Expenses				**175.00**

Billing Limits	**Current**	**Prior**	**To-Date**	
Total Billings	1,255.50	85,877.45	87,132.95	
Limit			88,000.00	
Remaining			867.05	
		Phase Subtotal		**$1,255.50**

Additional Services

Billing Limits	**Current**	**Prior**	**To-Date**	
Total Billings	0.00	9,600.00	9,600.00	
Limit			9,600.00	
		Phase Subtotal		**0.00**

Amount Due this Invoice **$1,255.50**

	Total	**Prior**	**Current**
Billings to Date	**96,732.95**	**95,477.45**	**1,255.50**

REMIT TO: **SNYDER & ASSOCIATES, INC.**
Mailing: PO Box 1159 | Ankeny, IA 50021
Physical: 2727 SW Snyder Blvd. | Ankeny IA 50023

p: 888-964-2020 | f: 515-964-7938
Federal E.I.N. 42-1379015
SNYDER-ASSOCIATES.COM

Project	119.0975.01	Ank-NWNorthlawnReconArea	Invoice	15

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Jordan Stoermer

??

ANKENY CITY COUNCIL

City Council Agenda

March 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: ?? COUNCIL GOAL:

Public Works

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #19 in the amount of $13,664.68 to Snyder & Associates, Inc., for engineering services on the High Trestle Trail Ext Magazine Rd to Oralabor Rd project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **??No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Payment #19

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
Bringing it all together

Project Title: High Trestle Trail Ext Magazine Rd To Oralabor Rd
Contractor: Snyder & Associates, Inc.
Address: 2727 SW Snyder Blvd., PO Box 1159, Ankeny, IA 50023
Finance Budget Code: 938.2938.4210 ***Finance Project Code:*** 938.4210
Vendor Project or Invoice #: 120.0274.01 ***PO #***
Original Contract Date: ***Vendor #*** 990

Date of Council Meeting ~~2/24/2022~~ 3/7/2022 **PAYMENT REQUEST #** 19

PAYMENT PERIOD: From: 01/22/22 through: 02/20/22

Contract Summary

Original Contract Amount:	$ 154,900.00		
Net change by Change Orders: Amd #1/Amd #2	$ 378,520.00		
Contract Amount to Date: (line 1 ± 2)		$ 533,420.00	
Total completed and stored to date:	$ 423,916.58		
Retainage: 0 % of Completed Work:	$ -		
Total Earned less Retainage:		$ 423,916.58	
Less previous applications for payment:		$ 410,251.90	
SUBTOTAL			$ 13,664.68
OTHER CHARGES (Please attach an itemized list)			$ -
CURRENT PAYMENT DUE			$ 13,664.68
Balance to finish, including retainage:		$ 109,503.42	
Contract Time Remaining (If applicable)	-		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all the amounts have been paid by the Contractor for work for which previous Certificate(s) for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Construction Contractor Approval:

Firm Name

Signature Date

Engineer/Consultant Approval: Snyder & Associates, Inc.
Firm Name

Signature 2/24/22
Date

City of Ankeny Staff Approval

Signature 2/24/2022
Date

Submit to:

Email: *Phone:* *Fax:*

Date Printed: 2/24/2022

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	3/26/2020	$ 9,986.63
2	4/23/2020	$ 9,165.66
3	5/21/2020	$ 12,496.11
4	6/25/2020	$ 9,343.00
5	7/21/2020	$ 35,972.88
6	8/26/2020	$ 29,571.50
7	9/24/2020	$ 23,112.50
8	11/20/2020	$ 34,894.95
9	12/22/2020	$ 21,011.25
10	1/21/2021	$ 32,818.25
11	2/17/2021	$ 69,642.05
12	7/23/2021	$ 8,505.22
13	8/25/2021	$ 12,499.45
14	9/21/2021	$ 15,589.13
15	10/20/2021	$ 18,875.84
16	11/23/2021	$ 18,234.59
17	12/22/2021	$ 26,047.76
18	1/25/2022	$ 22,485.13
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		

#	Date	Amount
51		
52		
56		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		
71		
72		
73		
74		
75		
76		
77		
78		
79		
80		
81		
82		
83		
84		
85		
86		
87		
88		
89		
90		
91		
92		
93		
94		
95		
96		
97		
98		
99		
100		

TOTAL $ 410,251.90

Record of Change Orders

#	Date	Amount
1	11/16/2020	$ 133,120.00
2	7/19/2021	$ 245,400.00
3		
4		
5		
9/7/2021		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
TOTAL		$ 378,520.00

Contract Time Remaining:

CONTRACT PERIOD:	CLICK TO CHOOSE
Original Contract Date:	
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	0
Time Used to Date:	
Contract Time Remaining:	0

Date Printed: 2/24/2022

SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

February 24, 2022

Jim Haberichter P.E.
City of Ankeny
220 W First Street
Ankeny, IA 50023-1751

Invoice No: 120.0274.01 - 19

Finance Budget Code 938.2938.4210
Finance Project Code 938.4210 Vendor 990

Email

Project **120.0274.01** **High Trestle Trail Ext Magazine Rd to Oralabor Rd**

Professional Services through February 20, 2022

Orig Contract $154,900
Amendment 1 $133,120
Amendment 2 $245,400

Prelim Services

			Phase Subtotal	**0.00**
	Total	**Prior**	**Current**	
Billings to Date	**22,375.58**	**22,375.58**	**0.00**	

Basic Services

			Phase Subtotal	**0.00**
	Total	**Prior**	**Current**	
Billings to Date	**238,360.32**	**238,360.32**	**0.00**	

Construction Services

		Hours	**Rate**	**Amount**	
Principal Engineer		.25	220.00	55.00	
Sr. Engineer II		.50	190.00	95.00	
Sr. Engineer		10.75	190.00	2,042.50	
Engineer VII		3.00	165.00	495.00	
Project Manager VI		1.50	157.00	235.50	
Engineer IV		19.50	136.00	2,652.00	
Lead Technician		1.50	133.00	199.50	
Technician VII		62.50	109.00	6,812.50	
	Total Services	99.50		12,587.00	
	Total Services				**12,587.00**

Construction Materials Testing (CMT)

1/31/2022	Construction Materials Testing (CMT)	Aggregate Gradation	300.00	
2/17/2022	Construction Materials Testing (CMT)	Aggregate Gradation	570.00	
	Total Consultants			**870.00**

Fleet Mileage **207.68**

REMIT TO: **SNYDER & ASSOCIATES, INC.**
Mailing: PO Box 1159 | Ankeny, IA 50021
Physical: 2727 SW Snyder Blvd. | Ankeny IA 50023

p: 888-964-2020 | f: 515-964-7938
Federal E.I.N. 42-1379015
SNYDER-ASSOCIATES.COM

Project	120.0274.01	Ank-HighTrestleTrlExtMagazineRdtoOralabo	Invoice	19

Phase Subtotal **$13,664.68**

	Total	Prior	Current
Billings to Date	**126,192.58**	**112,527.90**	**13,664.68**

Outside SubConsultant Services

Phase Subtotal **0.00**

	Total	Prior	Current
Billings to Date	**30,820.00**	**30,820.00**	**0.00**

Billing Limits	Current	Prior	To-Date
Total Billings	13,664.68	410,251.90	423,916.58
Limit			533,420.00
Remaining			109,503.42

Amount Due this Invoice **$13,664.68**

	Total	Prior	Current
Billings to Date	**423,916.58**	**410,251.90**	**13,664.68**

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Andrew Burke

SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

February 23, 2022

Mr. Jim Haberichter, P.E.
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

RE: HIGH TRESTLE TRAIL EXTENSION - SE MAGAZINE ROAD to SE ORALABOR ROAD
PROGRESS REPORT NO. 19
S&A PROJECT NO. 120.0274.01

Dear Mr. Haberichter:

This is the nineteenth progress report for the above referenced project and covers work through February 18, 2022. Work through this period includes shop drawing stain review, construction staking, onsite construction meetings, construction observation, structural footing and column observation, preparation of pay application, project management, and outside material testing tasks. Work anticipated in the next month includes continued construction administration, observation, staking, and related construction services tasks.

We look forward to continuing working for the City and you on this important project. Should you have any questions on this update, please feel free to contact me. We will be in attendance at the March 7, 2022, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

Mark A. Land, P.E., CFM
Vice President

Enclosures

cc: Andy Burke, P.E., Snyder & Associates, Inc.

2727 SW SNYDER BOULEVARD | P.O. BOX 1159 | ANKENY, IA 50023-0974
P: 515-964-2020 | F: 515-964-7938 | SNYDER-ASSOCIATES.COM

??

ANKENY CITY COUNCIL

City Council Agenda

March 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: Public Works

COUNCIL GOAL: Upgrade Essential Infrastructure ??

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:

Consider motion to approve Payment #22 in the amount of $6,470.00 to Snyder & Associates, Inc., for engineering services on the SE Delaware Ave and SE 8th St Widening and Traffic Signalization project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **??No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Payment #22

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
Bringing it all together

Project Title: SE Delaware Ave and SE 8th St Widening and Traffic Signalization
Contractor: Snyder & Associates, Inc.
Address: 2727 SW Snyder Blvd., PO Box 1159, Ankeny, IA 50023
Finance Budget Code: 965.3965.4210 **Finance Project Code:** 965.4210
Vendor Project or Invoice #: 120.0399.01 **PO #**
Original Contract Date: April 6, 2020 **Vendor #** 990

Date of Council Meeting 3/7/2022 **PAYMENT REQUEST #** 22
PAYMENT PERIOD: From: 01/22/22 through: 02/20/22

Contract Summary

Original Contract Amount:	$ 139,600.00		
Net change by Change Orders: Amd #1	$ 63,800.00		
Contract Amount to Date: (line 1 ± 2)		$ 203,400.00	
Total completed and stored to date:	$ 177,906.82		
Retainage: 0 % of Completed Work:	$ -		
Total Earned less Retainage:		$ 177,906.82	
Less previous applications for payment:		$ 171,436.82	
SUBTOTAL			$ 6,470.00
OTHER CHARGES (Please attach an itemized list)			$ -
CURRENT PAYMENT DUE			$ 6,470.00
Balance to finish, including retainage:		$ 25,493.18	
Contract Time Remaining (If applicable)	-		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all the amounts have been paid by the Contractor for work for which previous Certificate(s) for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Construction Contractor Approval: _____
Firm Name

_____ _____
Signature Date

Engineer/Consultant Approval: Snyder & Associates, Inc.
Firm Name

Mark A Rud 2/24/22
Signature Date

City of Ankeny Staff Approval Jessie Hart 2/24/22
Signature Date

Submit to: _____
Email: _____ *Phone:* _____ *Fax:* _____

Date Printed: 2/24/2022

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	5/21/2020	$ 12,845.11
2	6/24/2020	$ 11,479.98
3	7/23/2020	$ 10,091.00
4	8/27/2020	$ 7,228.50
5	9/24/2020	$ 7,590.00
6	10/21/2020	$ 1,872.00
7	11/19/2020	$ 2,844.31
8	12/22/2020	$ 11,493.25
9	1/21/2021	$ 14,517.93
10	2/17/2021	$ 8,908.75
11	3/24/2021	$ 4,771.75
12	4/22/2021	$ 5,075.28
13	5/26/2021	$ 9,443.71
14	6/24/2021	$ 11,060.44
15	7/22/2021	$ 15,401.07
16	8/25/2021	$ 16,197.61
17	9/21/2021	$ 9,488.27
18	10/20/2021	$ 2,642.89
19	11/23/2021	$ 1,762.07
20	12/21/2021	$ 2,266.00
21	1/25/2022	$ 4,456.90
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		

#	Date	Amount
51		
52		
56		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		
71		
72		
73		
74		
75		
76		
77		
78		
79		
80		
81		
82		
83		
84		
85		
86		
87		
88		
89		
90		
91		
92		
93		
94		
95		
96		
97		
98		
99		
100		

TOTAL $ 171,436.82

Record of Change Orders

#	Date	Amount
1	3/1/2021	$ 63,800.00
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
	TOTAL	$ 63,800.00

Contract Time Remaining:

CONTRACT PERIOD:	CLICK TO CHOOSE
Original Contract Date:	April 6, 2020
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	0
Time Used to Date:	
Contract Time Remaining:	0

Date Printed: 2/24/2022

February 23, 2022

Leslie Hart, P.E., PTOE
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

RE: SE DELAWARE AVENUE AND SE 8TH STREET WIDENING AND TRAFFIC SIGNALIZATION
PROGRESS REPORT NO. 22
S&A PROJECT NO. 120.0399.01

Dear Ms. Hart:

This is the twenty second progress report for the above referenced project and covers work through February 20, 2022. Our work through this period includes final design of the 2022 fiber optic upgrade and record drawings for the 2021 intersection improvements construction project. Record drawings have been completed and delivered to the City. We will be submitting final plans for the fiber optic project to the City on March 10, 2022.

We look forward to continuing working for the City and you on this important project. Should you have any questions on this update, please feel free to contact me. We will be in attendance at the March 7, 2022, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

Mark A. Land, P.E., CFM
Vice President

MAL/jms

Enclosures

cc: John Haldeman, P.E., Snyder & Associates, Inc.
Jordan Stoermer, P.E., Snyder & Associates, Inc.

SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

February 24, 2022

Leslie Hart
City of Ankeny
220 W First Street
Ankeny, IA 50023-1751

Invoice No: 120.0399.01 - 22

Finance Budget Code 965.3965.4210
Finance Project Code 965.4210 Vendor 990

Email

Project 120.0399.01 **SE Delaware Ave and SE 8th St Widening and Traffic Signalization**

Professional Services through February 20, 2022

Basic Services

	Hours	Rate	Amount	
Principal Engineer	9.50	220.00	2,090.00	
Engineer IV	18.50	136.00	2,516.00	
Engineer III	2.25	124.00	279.00	
Total Services	30.25		4,885.00	
Total Services				**4,885.00**

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	4,885.00	95,307.84	100,192.84
Limit			108,700.00
Remaining			8,507.16

Phase Subtotal **$4,885.00**

	Total	**Prior**	**Current**
Billings to Date	**100,192.84**	**95,307.84**	**4,885.00**

Additional Services

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	0.00	5,175.52	5,175.52
Limit			13,100.00
Remaining			7,924.48

Phase Subtotal **0.00**

	Total	**Prior**	**Current**
Billings to Date	**5,175.52**	**5,175.52**	**0.00**

Construction Services

	Hours	Rate	Amount	
Principal Engineer	1.50	209.00	313.50	
Engineer VII	7.50	165.00	1,237.50	
Administrative II	.50	68.00	34.00	
Total Services	9.50		1,585.00	
Total Services				**1,585.00**

REMIT TO: **SNYDER & ASSOCIATES, INC.**
Mailing: PO Box 1159 | Ankeny, IA 50021
Physical: 2727 SW Snyder Blvd. | Ankeny IA 50023

p: 888-964-2020 | f: 515-964-7938
Federal E.I.N. 42-1379015
SNYDER-ASSOCIATES.COM

Project	120.0399.01	Ank-SEDelawareAveandSE8thStWideningTraff		Invoice	22

Billing Limits	Current	Prior	To-Date	
Total Billings	1,585.00	70,953.46	72,538.46	
Limit			81,600.00	
Remaining			9,061.54	
			Phase Subtotal	**$1,585.00**

	Total	Prior	Current
Billings to Date	**72,538.46**	**70,953.46**	**1,585.00**

Amount Due this Invoice **$6,470.00**

	Total	Prior	Current
Billings to Date	**177,906.82**	**171,436.82**	**6,470.00**

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: John Haldeman

??

ANKENY CITY COUNCIL

City Council Agenda

March 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: COUNCIL GOAL: ??

Public Works

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #11 in the amount of $4,773.62 to Snyder & Associates, Inc., for engineering services on the NW 36th St and NW State St Interim Improvements project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **??No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Payment #11

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
Arranging it all together

Project Title: NW 36th St and NW State St Interim Improvements
Contractor: Snyder & Associates, Inc.
Address: 2727 SW Snyder Blvd., PO Box 1159, Ankeny, IA 50023
Finance Budget Code: 935.3935.4210 **Finance Project Code:** 935.4210
Vendor Project or Invoice #: 121.0352.01 **PO #**
Original Contract Date: April 5, 2021 **Vendor #** 990

Date of Council Meeting 3/7/2022 **PAYMENT REQUEST #** 11
PAYMENT PERIOD: From: 01/22/22 through: 02/20/22

Contract Summary

Original Contract Amount:	$ 74,900.00		
Net change by Change Orders: Amd #1	$ 30,050.00		
Contract Amount to Date: (line 1 ± 2)		$ 104,950.00	
Total completed and stored to date:	$ 104,879.94		
Retainage: 0 % of Completed Work:			
Total Earned less Retainage:		$ 104,879.94	
Less previous applications for payment:		$ 100,106.32	
SUBTOTAL			$ 4,773.62
OTHER CHARGES (Please attach an itemized list)			$ -
CURRENT PAYMENT DUE			$ 4,773.62
Balance to finish, including retainage:		$ 70.06	
Contract Time Remaining (If applicable)	-		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all the amounts have been paid by the Contractor for work for which previous Certificate(s) for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Construction Contractor Approval: _____
Firm Name

_____ _____
Signature Date

Engineer/Consultant Approval: Snyder & Associates, Inc.
Firm Name

Mark O'Brien 2/24/22
Signature Date

City of Ankeny Staff Approval

Josie Hart 2/24/22
Signature Date

Submit to: _____
Email: _____ *Phone:* _____ *Fax:* _____

Date Printed: 2/24/2022

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	4/22/2021	$ 4,968.00
2	5/27/2021	$ 13,451.93
3	6/24/2021	$ 18,339.50
4	7/22/2021	$5,075.79
5	8/25/2021	$ 8,313.95
6	9/21/2021	$ 12,353.50
7	10/20/2021	$ 11,016.00
8	11/23/2021	$ 7,971.75
9	12/21/2021	$ 6,841.35
10	1/25/2022	$ 11,774.55
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		

#	Date	Amount
51		
52		
56		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		
71		
72		
73		
74		
75		
76		
77		
78		
79		
80		
81		
82		
83		
84		
85		
86		
87		
88		
89		
90		
91		
92		
93		
94		
95		
96		
97		
98		
99		
100		

TOTAL $ 100,106.32

Record of Change Orders

#	Date	Amount
1	10/4/2021	$ 30,050.00
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
	TOTAL	$ 30,050.00

Contract Time Remaining:

CONTRACT PERIOD:	CLICK TO CHOOSE
Original Contract Date:	April 5, 2021
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	0
Time Used to Date:	
Contract Time Remaining:	0

Date Printed: 2/24/2022

SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

February 23, 2022

Leslie Hart, P.E., PTOE
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

RE: NW 36TH STREET AND NW STATE STREET INTERIM IMPROVEMENTS
PROGRESS REPORT NO. 11
S&A PROJECT NO. 121.0352.01

Dear Ms. Hart:

This is the eleventh progress report for the above referenced project and covers work through January 20, 2022. Work in this period includes right-of-way acquisition services and bid letting services. Invoice includes utility potholing services performed by a subcontractor and recently billed.

We look forward to continuing working for the City and you on this important project. Should you have any questions on this update, please feel free to contact me. We will be in attendance at the March 7, 2022, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

Mark A. Land, P.E., CFM
Vice President

Enclosures

cc: John Haldeman, P.E., Snyder & Associates, Inc.
Laura Lamberty, P.E., Snyder & Associates, Inc.

2727 SW SNYDER BOULEVARD | P.O. BOX 1159 | ANKENY, IA 50023-0974
P: 515-964-2020 | F: 515-964-7938 | SNYDER-ASSOCIATES.COM

SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

February 24, 2022

Leslie Hart
City of Ankeny
220 W First Street
Ankeny, IA 50023-1751

Invoice No: 121.0352.01 - 11

Finance Budget Code 935.3935.4210
Finance Project Code: 935.4210
Vendor: 990

Email

Project 121.0352.01 **NW 36th St and NW State St Interim Improvements**

Professional Services through February 20, 2022

Basic Services

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	0.00	98,099.07	98,099.07
Limit			98,100.00
Remaining			.93

Phase Subtotal **0.00**

Additional Services

		Hours	**Rate**	**Amount**	
Principal Engineer		2.25	209.00	470.25	
Land Surveyor VIII		1.00	174.00	174.00	
Right-of-Way Agent VI		12.00	157.00	1,884.00	
Administrative II		.50	68.00	34.00	
	Total Services	15.75		2,562.25	
	Total Services				**2,562.25**

Iowa Appraisal and Research Corp.

1/31/2022	Iowa Appraisal and Research Corp.	Appraisal		2,200.00	
	Total Consultants				**2,200.00**

Postage/Freight/Delivery				11.37	
	Total Expenses				**11.37**

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	4,773.62	2,007.25	6,780.87
Limit			6,850.00
Remaining			69.13

Phase Subtotal **$4,773.62**

Amount Due this Invoice **$4,773.62**

	Total	**Prior**	**Current**
Billings to Date	**104,879.94**	**100,106.32**	**4,773.62**

REMIT TO: **SNYDER & ASSOCIATES, INC.**
Mailing: PO Box 1159 | Ankeny, IA 50021
Physical: 2727 SW Snyder Blvd. | Ankeny IA 50023

p: 888-964-2020 | f: 515-964-7938
Federal E.I.N. 42-1379015
SNYDER-ASSOCIATES.COM

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: John Haldeman

??

ANKENY CITY COUNCIL

City Council Agenda

March 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: COUNCIL GOAL: ??

Public Works

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #15 in the amount of $14,364.98 to Snyder & Associates, Inc., for engineering services on the NW 36th St Widening - NW Ash Dr to N Ankeny Blvd project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **??No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Payment #15

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
Bringing it all together

Project Title: NW 36th St Widening - NW Ash Dr to N Ankeny Blvd
Contractor: Snyder & Associates, Inc.
Address: 2727 SW Snyder Blvd., PO Box 1159, Ankeny, IA 50023
Finance Budget Code: 992.3992.4210 **Finance Project Code:** 992.4210
Vendor Project or Invoice #: 120.1005.01 **PO #**
Original Contract Date: November 2, 2020 **Vendor #** 990

Date of Council Meeting 3/7/2022 **PAYMENT REQUEST #** 15
PAYMENT PERIOD: From: 01/22/22 through: 02/20/22

Contract Summary

Original Contract Amount:	$ 50,300.00		
Net change by Change Orders: Amd #1/2	$ 566,650.00		
Contract Amount to Date: (line 1 ± 2)		$ 616,950.00	
Total completed and stored to date:	$ 363,993.32		
Retainage: 0 % of Completed Work:	$ -		
Total Earned less Retainage:		$ 363,993.32	
Less previous applications for payment:		$ 349,628.34	
SUBTOTAL			$ 14,364.98
OTHER CHARGES (Please attach an itemized list)			$ -
CURRENT PAYMENT DUE			$ 14,364.98
Balance to finish, including retainage:		$ 252,956.68	
Contract Time Remaining (If applicable)	-		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all the amounts have been paid by the Contractor for work for which previous Certificate(s) for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Construction Contractor Approval:
Firm Name
Signature Date

Engineer/Consultant Approval: Snyder & Associates, Inc.
Firm Name
Signature 2/24/22
Date

City of Ankeny Staff Approval
Adam L. Lust
Signature 02/25/22
Date

Submit to:
Email: *Phone:* *Fax:*

Date Printed: 2/24/2022

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	11/20/2020	$ 11,507.38
2	12/21/2020	$ 4,701.25
3	1/20/2021	$ 17,124.23
4	2/17/2021	$16,171.20
5	4/21/2021	$ 31,766.00
6	5/26/2021	$ 41,264.80
7	6/23/2021	$ 20,555.50
8	7/22/2021	$ 12,449.65
9	8/25/2021	$ 28,090.85
10	9/21/2021	$ 36,166.25
11	10/20/2021	$ 40,335.75
12	11/23/2021	$ 44,528.63
13	12/21/2021	$ 35,693.78
14	1/25/2022	$ 9,273.07
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		

#	Date	Amount
51		
52		
56		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		
71		
72		
73		
74		
75		
76		
77		
78		
79		
80		
81		
82		
83		
84		
85		
86		
87		
88		
89		
90		
91		
92		
93		
94		
95		
96		
97		
98		
99		
100		

TOTAL $ 349,628.34

Record of Change Orders

#	Date	Amount
1	4/5/2021	$ 318,650.00
2	2/7/2022	$ 248,000.00
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
TOTAL		$ 566,650.00

Contract Time Remaining:

CONTRACT PERIOD:	CLICK TO CHOOSE
Original Contract Date:	November 2, 2020
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	0
Time Used to Date:	
Contract Time Remaining:	0

Date Printed: 2/24/2022

SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

February 23, 2022

Mr. Adam Lust, P.E.
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

RE: NW 36TH ST WIDENING - NW ASH DRIVE TO N ANKENY BLVD
PROGRESS REPORT NO. 15
S&A PROJECT NO. 120.1005.01

Dear Mr. Lust:

This is the fifteenth progress report for the above referenced project and covers work through February 20, 2022. Our work through this period includes coordinating with City staff, franchise utility coordination, right-of-way acquisitions, and beginning shop drawing reviews. Right-of-way acquisitions have now been completed on the project. We have now completed our basic services and begun our construction services phase of the project.

The project was bid on January 11, 2022, with Absolute Concrete being the low bidder. A preconstruction meeting has been scheduled for March 9, 2022.

We look forward to continuing working for the City and you on this important project. Should you have any questions on this update, please feel free to contact me. We will be in attendance at the March 7, 2022, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

Mark A. Land, P.E., CFM
Vice President

Enclosures

cc: Jordan Stoermer, P.E., Snyder & Associates, Inc.
John Haldeman, P.E., Snyder & Associates, Inc.

2727 SW SNYDER BOULEVARD | P.O. BOX 1159 | ANKENY, IA 50023-0974
P: 515-964-2020 | F: 515-964-7938 | SNYDER-ASSOCIATES.COM

SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

February 24, 2022

Adam Lust
City of Ankeny
220 W First Street
Ankeny, IA 50023-1751

Invoice No: 120.1005.01 - 15

Finance Code 992.3992.4210

Finance Project # 992.4210

Vendor # 990

Email

Project **120.1005.01** **NW 36th St Widening - NW Ash Drive to N Ankeny Blvd**

Professional Services through February 20, 2022

Basic Services

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	0.00	309,199.66	309,199.66
Limit			309,200.00
Remaining			.34

Phase Subtotal **0.00**

	Total	**Prior**	**Current**
Billings to Date	**309,199.66**	**309,199.66**	**0.00**

Additional Services

		Hours	**Rate**	**Amount**	
Principal Engineer		.25	220.00	55.00	
Principal Engineer		.75	209.00	156.75	
Sr. Engineer		2.75	190.00	522.50	
Land Surveyor VIII		.75	174.00	130.50	
Engineer VII		32.00	165.00	5,280.00	
Right-of-Way Agent VI		4.75	157.00	745.75	
Administrative II		1.00	68.00	68.00	
	Total Services	42.25		6,958.50	
	Total Services				**6,958.50**

Halbrook Excavating, Inc.

2/10/2022	Halbrook Excavating, Inc.	Services	5,300.00	
	Total Consultants			**5,300.00**

Advertising/Legals		28.23	
Permit Fees		175.00	
Plan Distribution		690.00	
	Total Expenses		**893.23**

REMIT TO: **SNYDER & ASSOCIATES, INC.**
Mailing: PO Box 1159 | Ankeny, IA 50021
Physical: 2727 SW Snyder Blvd. | Ankeny IA 50023

p: 888-964-2020 | f: 515-964-7938
Federal E.I.N. 42-1379015
SNYDER-ASSOCIATES.COM

Project	120.1005.01	Ank-NW36thStWideningNWAshDrtoNAnkBlvd	Invoice	15

Billing Limits	Current	Prior	To-Date	
Total Billings	13,151.73	40,428.68	53,580.41	
Limit			62,250.00	
Remaining			8,669.59	
			Phase Subtotal	**$13,151.73**

Billings to Date	Total	Prior	Current
	53,580.41	**40,428.68**	**13,151.73**

Construction Services

	Hours	Rate	Amount	
Principal Engineer	.25	209.00	52.25	
Project Manager VI	2.00	157.00	314.00	
Engineer IV	2.00	136.00	272.00	
Engineer III	2.00	124.00	248.00	
Technician VII	3.00	109.00	327.00	
Total Services	9.25		1,213.25	
Total Services				**1,213.25**

Billing Limits	Current	Prior	To-Date	
Total Billings	1,213.25	0.00	1,213.25	
Limit			245,500.00	
Remaining			244,286.75	
			Phase Subtotal	**$1,213.25**

Billings to Date	Total	Prior	Current
	1,213.25	**0.00**	**1,213.25**

Amount Due this Invoice **$14,364.98**

Billings to Date	Total	Prior	Current
	363,993.32	**349,628.34**	**14,364.98**

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Jordan Stoermer

??

ANKENY CITY COUNCIL

City Council Agenda

March 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: ?? COUNCIL GOAL:

Public Works

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #15 in the amount of $4,194.00 to Snyder & Associates, Inc., for engineering services on the N Ankeny Blvd Landscape Improvements project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **??No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Payment #15

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
Bringing it all together

Project Title: N Ankeny Blvd Landscape Improvements
Contractor: Snyder & Associates, Inc.
Address: 2727 SW Snyder Blvd., PO Box 1159, Ankeny, IA 50023
Finance Budget Code: 913.3913.4210 **Finance Project Code:** 913.4210
Vendor Project or Invoice #: 120.0315.01 **PO #**
Original Contract Date: **Vendor #** 990

Date of Council Meeting 3/7/2022 **PAYMENT REQUEST #** 15

PAYMENT PERIOD: From: 01/22/22 through: 02/20/22

Contract Summary

Original Contract Amount:	$ 173,400.00		
Net change by Change Orders: Amd #1			
Contract Amount to Date: (line 1 ± 2)		$ 173,400.00	
Total completed and stored to date:	$ 110,138.89		
Retainage: 0 % of Completed Work:	$ -		
Total Earned less Retainage:		$ 110,138.89	
Less previous applications for payment:		$ 105,944.89	
SUBTOTAL			$ 4,194.00
OTHER CHARGES (Please attach an itemized list)			$ -
CURRENT PAYMENT DUE			$ 4,194.00
Balance to finish, including retainage:		$ 63,261.11	
Contract Time Remaining (If applicable)	-		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all the amounts have been paid by the Contractor for work for which previous Certificate(s) for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Construction Contractor Approval:
Firm Name
Signature Date

Engineer/Consultant Approval: Snyder & Associates, Inc.
Firm Name
Signature 2/24/22
Date

City of Ankeny Staff Approval Jessie Hart 2/24/22
Signature Date

Submit to:
Email: *Phone:* *Fax:*

Date Printed: 2/24/2022

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	3/25/2020	1178.50
2	4/22/2020	$ 9,430.16
3	5/21/2020	$ 11,583.63
4	6/24/2020	$ 8,959.75
5	7/23/2020	$ 8,516.65
6	8/27/2020	$ 11,199.75
7	9/24/2020	$ 25,453.50
8	10/20/2020	$ 3,516.20
9	11/19/2020	$ 3,959.50
10	1/21/2021	$ 1,686.50
11	10/20/2021	$ 6,718.00
12	11/23/2021	$ 1,600.25
13	12/21/2021	$ 4,001.00
14	1/25/2022	$ 8,141.50
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		

#	Date	Amount
51		
52		
56		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		
71		
72		
73		
74		
75		
76		
77		
78		
79		
80		
81		
82		
83		
84		
85		
86		
87		
88		
89		
90		
91		
92		
93		
94		
95		
96		
97		
98		
99		
100		

TOTAL $ 105,944.89

Record of Change Orders

#	Date	Amount
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
TOTAL		$ -

Contract Time Remaining:

CONTRACT PERIOD:	CLICK TO CHOOSE
Original Contract Date:	
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	0
Time Used to Date:	
Contract Time Remaining:	0

Date Printed: 2/24/2022

SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

February 23, 2022

Leslie Hart, P.E., PTOE
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

RE: N. ANKENY BOULEVARD LANDSCAPE IMPROVEMENTS
PROGRESS REPORT NO. 15
S&A PROJECT NO. 120.0315.01

Dear Ms. Hart:

This is the fifteenth progress report for the above referenced project and covers work through February 20, 2022. We have completed final plans for the fiber optic project and have sent them out to bid. The bid letting will be held on March 1, 2022. We will continue to field Contractor questions and coordinate with the City prior to the bid letting.

We look forward to continuing working for the City and you on this important project. Should you have any questions on this update, please feel free to contact me. We will be in attendance at the March 7, 2022, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

Mark A. Land, P.E., CFM
Vice President

Enclosures

cc: John Haldeman, P.E., Snyder & Associates, Inc.
Jordan Stoermer, P.E., Snyder & Associates, Inc.

2727 SW SNYDER BOULEVARD | P.O. BOX 1159 | ANKENY, IA 50023-0974
P: 515-964-2020 | F: 515-964-7938 | SNYDER-ASSOCIATES.COM

SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

February 24, 2022

Leslie Hart
City of Ankeny
220 W First Street
Ankeny, IA 50023-1751

Invoice No: 120.0315.01 - 15

Finance Budget Code 913.3913.4210
Finance Project Code 913.4210 Vendor 990

Email

Project **120.0315.01** **N. Ankeny Blvd. Landscape Improvements**

Professional Services through February 20, 2022

Basic Services

		Hours	Rate	Amount	
Principal Engineer		9.00	208.00	1,872.00	
Engineer IV		16.25	128.00	2,080.00	
Administrative II		.50	64.00	32.00	
	Total Services	25.75		3,984.00	
	Total Services				**3,984.00**
Plan Distribution				210.00	
	Total Expenses				**210.00**

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	4,194.00	105,944.89	110,138.89
Limit			173,400.00
Remaining			63,261.11

Phase Subtotal **$4,194.00**

	Total	**Prior**	**Current**
Billings to Date	**110,138.89**	**105,944.89**	**4,194.00**

Amount Due this Invoice **$4,194.00**

	Total	**Prior**	**Current**
Billings to Date	**110,138.89**	**105,944.89**	**4,194.00**

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: John Haldeman

??

ANKENY CITY COUNCIL

City Council Agenda

March 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: COUNCIL GOAL: ??

Public Works

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #7 in the amount of $15,226.25 to Snyder & Associates, Inc., for engineering services on the NE Delaware Ave Recon - NE 5th St to NE 18th St project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **??No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Payment #7

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
Arranging it all together

Project Title: NE Delaware Ave Recon - NE 5th St to NE 18th St
Contractor: Snyder & Associates, Inc.
Address: 2727 SW Snyder Blvd., PO Box 1159, Ankeny, IA 50023
Finance Budget Code: 979.3979.4210 **Finance Project Code:** 979.4210
Vendor Project or Invoice #: 121.0695.01 **PO #**
Original Contract Date: August 16, 2021 **Vendor #** 990

Date of Council Meeting 3/7/2022 **PAYMENT REQUEST #** 7
PAYMENT PERIOD: From: 01/22/22 through: 02/20/22

Contract Summary

Original Contract Amount:	$ 250,000.00		
Net change by Change Orders: Amd #1			
Contract Amount to Date: (line 1 ± 2)		$ 250,000.00	
Total completed and stored to date:	$ 187,364.86		
Retainage: 0 % of Completed Work:	$ -		
Total Earned less Retainage:		$ 187,364.86	
Less previous applications for payment:		$ 172,138.61	
SUBTOTAL			$ 15,226.25
OTHER CHARGES (Please attach an itemized list)			$ -
CURRENT PAYMENT DUE			$ 15,226.25
Balance to finish, including retainage:		$ 62,635.14	
Contract Time Remaining (If applicable)	-		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all the amounts have been paid by the Contractor for work for which previous Certificate(s) for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Construction Contractor Approval: _____
Firm Name

_____ _____
Signature Date

Engineer/Consultant Approval: Snyder & Associates, Inc.
Firm Name

_____ 7/24/22
Signature Date

City of Ankeny Staff Approval

_____ 02/25/22
Signature Date

Submit to: _____
Email: _____ *Phone:* _____ *Fax:* _____

Date Printed: 2/24/2022

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	8/25/2021	$ 30,784.32
2	9/21/2021	$ 3,859.36
3	10/20/2021	$ 13,195.08
4	11/23/2021	$59,301.65
5	12/21/2021	$ 30,772.95
6	1/25/2022	$ 34,225.25
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		

#	Date	Amount
51		
52		
56		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		
71		
72		
73		
74		
75		
76		
77		
78		
79		
80		
81		
82		
83		
84		
85		
86		
87		
88		
89		
90		
91		
92		
93		
94		
95		
96		
97		
98		
99		
100		

TOTAL $ 172,138.61

Record of Change Orders

#	Date	Amount
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
TOTAL		$ -

Contract Time Remaining:

CONTRACT PERIOD:	CLICK TO CHOOSE
Original Contract Date:	August 16,2021
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	0
Time Used to Date:	
Contract Time Remaining:	0

Date Printed: 2/24/2022

SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

February 23, 2022

Mr. Adam Lust, P.E.
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

RE: NE DELAWARE AVENUE RECONSTRUCTION - NE 5TH TO NE 18TH STREET
PROGRESS REPORT NO. 7
S&A PROJECT NO. 121.0695.01

Dear Mr. Lust:

This is the seventh progress report for the above referenced project and covers work through February 20, 2022. Our work through this period includes coordinating with City staff, preparing the project traffic study, preparing concept design and plans, and preparing Tributary A hydraulic analysis of the box culvert. We have received our second round of comments from the City on both the draft traffic study and hydraulic analysis. We have also been coordinating roadway design and right-of-way needs with City staff. We will begin preliminary/final design of the project in early April.

We look forward to continuing working for the City and you on this important project. Should you have any questions on this update, please feel free to contact me. We will be in attendance at the March 7, 2022, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

Mark A. Land, P.E., CFM
Vice President

Enclosures

cc: Jordan Stoermer, P.E., Snyder & Associates, Inc.
John Haldeman, P.E., Snyder & Associates, Inc.

2727 SW SNYDER BOULEVARD | P.O. BOX 1159 | ANKENY, IA 50023-0974
P: 515-964-2020 | F: 515-964-7938 | SNYDER-ASSOCIATES.COM

SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

February 24, 2022

Adam Lust
City of Ankeny
220 W First Street
Ankeny, IA 50023-1751

Invoice No: 121.0695.01 - 7

Finance Budget Code 979.3979.4210

Finance Project Code 979.4210

Vendor 990

Email

Project **121.0695.01** **NE Delaware Ave Recon - NE 5th St to NE 18th St**

Professional Services through February 20, 2022

Basic Services

	Hours	Rate	Amount	
Principal Engineer	13.00	220.00	2,860.00	
Principal Engineer	3.75	209.00	783.75	
Land Surveyor VIII	1.50	174.00	261.00	
Engineer VIII	.50	174.00	87.00	
Engineer VII	34.50	165.00	5,692.50	
Planner V	5.00	146.00	730.00	
Engineer V	4.00	146.00	584.00	
Engineer I	20.00	99.00	1,980.00	
Technician V	24.00	88.00	2,112.00	
Total Services	106.25		15,090.25	
Total Services				**15,090.25**
		Phase Subtotal		**$15,090.25**

Additional Services

	Hours	Rate	Amount	
Environmental Scientist IV	1.00	136.00	136.00	
Total Services	1.00		136.00	
Total Services				**136.00**
		Phase Subtotal		**$136.00**

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	15,226.25	172,138.61	187,364.86
Limit			250,000.00
Remaining			62,635.14

Amount Due this Invoice **$15,226.25**

	Total	**Prior**	**Current**
Billings to Date	**187,364.86**	**172,138.61**	**15,226.25**

REMIT TO: **SNYDER & ASSOCIATES, INC.**
Mailing: PO Box 1159 | Ankeny, IA 50021
Physical: 2727 SW Snyder Blvd | Ankeny IA 50023
p: 888-964-2020 | f: 515-964-7938
Federal E.I.N. 42-1379015
SNYDER-ASSOCIATES.COM

Project	121.0695.01	Ank-NEDelawareAveReconNE5thSttoNE18thSt	Invoice	7

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: John Haldeman

??

ANKENY CITY COUNCIL

City Council Agenda

March 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: COUNCIL GOAL: ??

Finance

ACTION REQUESTED:

Motion

LEGAL:

SUBJECT:

Consider motion to approve the March 7, 2022 Accounts Payable. (Finance Committee: K. Whiting, Chp, B. Bentz, J. Perry)

EXECUTIVE SUMMARY:

FISCAL IMPACT: **??No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
AP Recap
AP Check Report

CITY OF ANKENY
ACCOUNTS PAYABLE RECAP
MARCH 7, 2022

Fund		PAYMENTS
100	General Fund	$ 148,183.65
220	Fire Gift Fund	-
233	Hotel Motel Tax Fund	208,229.54
240	Parks Improvements	-
250	Police Gift Fund	-
260	Road Use Tax Fund	73,928.99
270	Seizure Fund	-
280	Tax Increment Financing Fund	-
284	Economic Development Fund	-
290	Police/Fire Pension Fund	1,290.60
300	Debt Service Fund	-
430	Library Foundation Fund	1,038.16
440	Park Dedication Trust Fund	-
445	Sports Complex Foundation Fund	-
446	Ankeny Garden Club	-
448	Miracle Park Fund	-
449	Dog Park Trust Fund	-
484	Civic Trust Fund	-
491	Ankeny Foundation Fund	-
500	Solid Waste Fund	34.00
510	Water Fund	20,644.18
520	Water Improvement Fund	-
530	Water Sinking Fund	-
550	Sewer Fund	143,663.01
560	Sewer Improvement Fund	-
570	Sewer Sinking Fund	-
580	Stormwater Fund	804.70
590	Golf Course Fund	6,877.99
600-699	Enterprise Project Funds	343,089.91
710	Revolving Fund	4,218.40
720	Risk Management Fund	3,818.80
730	Health Insurance Fund	6,591.00
770	Sustainability Revolving Loan	-
780	Economic Development Revolving	-
790	Equipment Reserve Fund	-
800-890	Special Assessments Funds	-
900	BAN/Bond Activity Fund	901,364.52
896-998	Capital Projects Funds	-
	Sub Total	$ 1,863,777.45
	Payroll Totals	1,184,256.45
	Service Transfers/ACH Drafts	(182,822.75)
	Agenda Payments Approved Separately	(532,511.94)
	Grand Total	$ 2,332,699.21

Honorable Mayor & City Council:

It is my recommendation that the City Council approve payment of the bills listed from funds as shown.

David A. Jones 3/3/22

City Manager Date

VENDOR SET: 01 City of Ankeny
BANK: APGWB GREAT WESTERN BANK
DATE RANGE: 2/24/2022 THRU 3/09/2022

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
002736		3M COMPANY							
	I-9414723440	3M MATERIALS - TRAFFIC	R	3/07/2022	804.00		235748		804.00
					*** VENDOR TOTALS ***		1 CHECKS		804.00
008998		4IMPRINT INC							
	I-9535407	CET PROMOTIONAL ITEMS - PD	R	3/07/2022	861.38		235749		861.38
					*** VENDOR TOTALS ***		1 CHECKS		861.38
011354		567 WORKSHOPS							
	I-2082022REFUND	2/8/22 DAMAGE DEPOSIT REFUND	R	3/07/2022	100.00		235750		100.00
					*** VENDOR TOTALS ***		1 CHECKS		100.00
001844		A TECH INC-TCI							
	I-536822	WIRELESS ALARM COM RPLCMT-ABS	E	3/09/2022	250.00		004410		250.00
					*** VENDOR TOTALS ***		1 CHECKS		250.00
008578		ACCESS TECHNOLOGIES INC							
	I-INV1144960	PD PRINTER REPAIR - PD	R	3/07/2022	120.00		235751		
	I-INV1145842	PRINT CARTRIDGE - PSB	R	3/07/2022	73.99		235751		193.99
					*** VENDOR TOTALS ***		1 CHECKS		193.99
000003		ACCO UNLIMITED CORP							
	I-0220270-IN	POOL SUPPLIES -AC	R	3/07/2022	196.30		235752		196.30
					*** VENDOR TOTALS ***		1 CHECKS		196.30
000164		G & S HARDWARE INC							
	I-207627/2	CHAINSAW PARTS - PKS	R	3/07/2022	48.99		235753		48.99
					*** VENDOR TOTALS ***		1 CHECKS		48.99
000026		AHLERS & COONEY PC							
	I-817576	SVC 2/19/22 BOND RELATED LEGAL	E	3/09/2022	197.00		004393		197.00
					*** VENDOR TOTALS ***		1 CHECKS		197.00
000226		AIRGAS NORTH CENTRAL INC							
	I-9985679311	CYLINDER RENTAL - CG	R	3/07/2022	800.11		235754		
	I-9985679312	CYLINDER RENTAL - CG	R	3/07/2022	34.32		235754		834.43
					*** VENDOR TOTALS ***		1 CHECKS		834.43
000032		ALL MAKES OFFICE INTERIORS							
	I-309107	WORKSTATION RAILS - PSB	E	3/09/2022	338.74		004394		338.74
					*** VENDOR TOTALS ***		1 CHECKS		338.74
001272		MARK AMANN							
	I-02/21/2022EMTCERT	2022 ADV EMT CERT RENEWAL FEE	R	3/07/2022	10.00		235755		10.00
					*** VENDOR TOTALS ***		1 CHECKS		10.00

VENDOR SET: 01 City of Ankeny
BANK: APGWB GREAT WESTERN BANK
DATE RANGE: 2/24/2022 THRU 3/09/2022

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
009262		AMAZON CAPITAL SERVICES INC							
	I-111J-CYM9-NNLN	DOCUMENT COVERS - PD	E	3/09/2022	103.19		004434		
	I-11CD-6R76-1R4V	FLOOR SQUEEGEES -AC	E	3/09/2022	105.16		004434		
	I-11XW-R1XD-F3NL	COFFEE MACHINE - PD	E	3/09/2022	271.00		004434		
	I-17KL-LPML-7DX9	ADJUSTABLE SHELVES- ACC	E	3/09/2022	71.46		004434		
	I-1F9Q-CLPH-43MD	BIG BOSS AIR FRYER -FD	E	3/09/2022	180.37		004434		
	I-1F9Q-CLPH-6T1P	NOISE CANCELLING HEADPHONES-PD	E	3/09/2022	235.96		004434		
	I-1J7G-CFM1-NXYN	CORNHOLE SET-ACC	E	3/09/2022	99.42		004434		
	I-1JYC-R7RW-6HLH	CLASSROOM TIMERS -ACC	E	3/09/2022	125.87		004434		
	I-1YJR-YN4F-HXTX	EXTERNAL HARD DRIVES - PD	E	3/09/2022	95.74		004434		
	I-1YNN-N3Y3-H97H	ST PATRICKS WINDOW CLINGS-ACC	E	3/09/2022	65.61		004434		1,353.78
					*** VENDOR TOTALS ***		1 CHECKS		1,353.78
010761		AMAZON.COM CORPORATE CREDIT							
	I-438658654566	MISC MULTIMEDIA - KL	E	3/09/2022	76.84		004441		
	I-439764978639	MISC BOOKS - KL	E	3/09/2022	162.36		004441		
	I-446838953879	MULTIMEDIA - KL	E	3/09/2022	18.77		004441		
	I-455979538967	TAPE/MARKERS/PLATES -KL	E	3/09/2022	35.38		004441		
	I-458985567534	BOOK CLUB BOOKS - KL	E	3/09/2022	892.04		004441		
	I-464739646659	MULTIMEDIA - KL	E	3/09/2022	24.79		004441		
	I-478995767859	STERILITE HOME 3 DRAWER-KL	E	3/09/2022	54.35		004441		
	I-533485698744	MULTIMEDIA - KL	E	3/09/2022	103.86		004441		
	I-553556878857	MISC BOOKS - KL	E	3/09/2022	276.10		004441		
	I-576338684484	MULTIMEDIA - KL	E	3/09/2022	136.25		004441		
	I-597988776355	BOOKS - KL	E	3/09/2022	15.45		004441		
	I-636789893448	MISC BOOKS - KL	E	3/09/2022	14.24		004441		
	I-655889653955	MISC BOOKS -KL	E	3/09/2022	134.33		004441		
	I-689334783543	FLEXICORE PKGNG - KL	E	3/09/2022	14.98		004441		
	I-736468544344	MISC BOOKS - KL	E	3/09/2022	17.06		004441		
	I-759579598566	MULTIMEDIA - KL	E	3/09/2022	73.93		004441		
	I-788759663933	MISC BOOKS - KL	E	3/09/2022	245.93		004441		
	I-834765468785	BOOKS - KL	E	3/09/2022	128.61		004441		
	I-877955577888	BOOK CLUB BOOKS - KL	E	3/09/2022	146.12		004441		
	I-953388667637	CLEVY KIDS MOUSE - KL	E	3/09/2022	72.50		004441		
	I-959944448749	MISC BOOKS -KL	E	3/09/2022	17.34		004441		
	I-995565584855	MULTIMEDIA - KL	E	3/09/2022	64.88		004441		2,726.11
					*** VENDOR TOTALS ***		1 CHECKS		2,726.11
007835		AMERICAN RED CROSS-TRAINING SV							
	I-22403002	ADULT/PED FIRSTAID/CPR/AED-P&R	R	3/07/2022	315.00		235756		315.00
					*** VENDOR TOTALS ***		1 CHECKS		315.00
002676		ANIMAL RESCUE LEAGUE							
	I-583	INTAKE LIVE ANIMAL - PD	E	3/09/2022	1,625.00		004413		1,625.00
					*** VENDOR TOTALS ***		1 CHECKS		1,625.00

VENDOR SET: 01 City of Ankeny
BANK: APGWB GREAT WESTERN BANK
DATE RANGE: 2/24/2022 THRU 3/09/2022

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
000989		ANKENY AREA CHAMBER OF COMMERC							
	I-53671	2022 ANNUAL DINNER CELEBRATION	R	3/07/2022	800.00		235757		800.00
					*** VENDOR TOTALS ***		1 CHECKS		800.00
000043		ANKENY COMMUNITY SCHOOLS							
	I-03/2022 GYMS	MARCH 2022 GYM USE PAYMENT	R	3/07/2022	5,700.00		235758		5,700.00
					*** VENDOR TOTALS ***		1 CHECKS		5,700.00
000012		MILLENNIUM II CORPORATION							
	I-1042175	DRAIN SPADES - MU	R	3/07/2022	94.55		235759		
	I-1042272	STIHL 3/8" FILE -PKS MNT	R	3/07/2022	13.50		235759		
	I-1042287	PADLOCK - FUELING STATION	R	3/07/2022	16.88		235759		
	I-1042322	BRASS TEE/HEX/NIPPLE- PRAC	R	3/07/2022	12.33		235759		
	I-1042515	NICKEL PLATED SINGLE KEY-ACC	R	3/07/2022	36.00		235759		
	I-1042665	HILLMAN - PKS	R	3/07/2022	17.62		235759		
	I-1043289	CHAINSAW PARTS - PKS MNT	R	3/07/2022	1.34		235759		
	I-1043339	BATTERIES - PKS MNT	R	3/07/2022	8.96		235759		201.18
					*** VENDOR TOTALS ***		1 CHECKS		201.18
000057		ARNOLD MOTOR SUPPLY							
	I-15NV113677	UNIT 810/813 OIL FILTERS -OCM	R	3/07/2022	23.73		235760		23.73
					*** VENDOR TOTALS ***		1 CHECKS		23.73
010499		SIMRAN AULAKH							
	I-02/2022-03/2022	02/08/22-03/03/22 BOOTCAMP	E	3/09/2022	200.00		004449		200.00
					*** VENDOR TOTALS ***		1 CHECKS		200.00
000067		BAKER & TAYLOR INC							
	I-2036522979	MISC BOOKS - KL	E	3/09/2022	976.16		004395		
	I-2036530777	MISC BOOKS -KL	E	3/09/2022	26.30		004395		
	I-2036530778	MISC BOOKS - KL	E	3/09/2022	716.49		004395		
	I-2036537094	MISC BOOKS - KL	E	3/09/2022	296.41		004395		
	I-2036542679	MISC BOOKS - KL	E	3/09/2022	386.17		004395		
	I-2036542764	MISC BOOKS - KL	E	3/09/2022	722.38		004395		
	I-2036547533	MISC BOOKS - KL	E	3/09/2022	479.24		004395		
	I-2036553777	MISC BOOKS - KL	E	3/09/2022	472.03		004395		
	I-H60284790	MISC MULTIMEDIA - KL	E	3/09/2022	27.98		004395		
	I-H60373420	MULTIMEDIA - KL	E	3/09/2022	72.76		004395		
	I-H60373421	MULTIMEDIA - KL	E	3/09/2022	20.96		004395		4,196.88
					*** VENDOR TOTALS ***		1 CHECKS		4,196.88
010118		BEACON ATHLETICS LLC							
	I-0543545-IN	TRIPLE PLAY BATTERS BOX -PRSC	E	3/09/2022	234.00		004438		234.00
					*** VENDOR TOTALS ***		1 CHECKS		234.00

VENDOR SET: 01 City of Ankeny
BANK: APGWB GREAT WESTERN BANK
DATE RANGE: 2/24/2022 THRU 3/09/2022

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
009487		BOOT BARN INC							
	I-INV00153266	BOOTS - M. VILLAMAGNA	E	3/09/2022	89.99		004435		89.99
					*** VENDOR TOTALS ***		1 CHECKS		89.99
005174		BOUND TREE MEDICAL LLC							
	I-84388219	CARDIAC SCIENCE G5 ADULT-OCPRO	R	3/07/2022	66.00		235761		66.00
					*** VENDOR TOTALS ***		1 CHECKS		66.00
005565		STEPHANIE BRAUN							
	I-02/21/22-02/23/22	2/21-2/23/22 MEAL REIMBURSEMNT	R	3/07/2022	47.93		235762		47.93
					*** VENDOR TOTALS ***		1 CHECKS		47.93
004591		GREATER DSM COMMUNITY FOUNDATI							
	I-FY22 #3	FY22 #3 HOTEL MOTEL CONTRIBUTN	R	3/07/2022	89,114.77		235763		89,114.77
					*** VENDOR TOTALS ***		1 CHECKS		89,114.77
000127		BRICK GENTRY PC							
	I-369366	01/25/2022 STATEMENT 224.022	R	3/07/2022	367.50		235764		
	I-369575	01/25/2022 STATEMENT 4.004	R	3/07/2022	175.50		235764		543.00
					*** VENDOR TOTALS ***		1 CHECKS		543.00
008738		BULB GUY LIGHTING							
	I-16716	LED LIGHTS - CH	R	3/07/2022	131.43		235765		
	I-16726	14W LED LINEAR - FD	R	3/07/2022	225.00		235765		
	I-16758	LIGHT BULBS - PD	R	3/07/2022	226.38		235765		
	I-16773	LIGHT REPAIR PARTS-PRAC SPLSH	R	3/07/2022	72.00		235765		
	I-16803	LIGHT BULBS - PD	R	3/07/2022	77.35		235765		
	I-16807	10W LED VERTICAL-CFAC	R	3/07/2022	91.44		235765		823.60
					*** VENDOR TOTALS ***		1 CHECKS		823.60
010861		CALIBER HOLDINGS LLC							
	I-1454000855	REPAIR UNIT #621	E	3/09/2022	1,815.40		004442		1,815.40
					*** VENDOR TOTALS ***		1 CHECKS		1,815.40
000453		CARQUEST AUTO PARTS							
	I-2330-732953	UNIT #132 LUBE	R	3/07/2022	11.19		235766		
	I-2330-732971	UNIT 877 CFI/FRL -OC MAINT	R	3/07/2022	27.43		235766		
	I-2330-733125	UNIT #255 AIR	R	3/07/2022	72.78		235766		111.40
					*** VENDOR TOTALS ***		1 CHECKS		111.40
003072		QWEST CORPORATION							
	I-02/04/2022	02/04/2022 STATEMENT - TRFC	R	3/07/2022	100.89		235767		100.89
					*** VENDOR TOTALS ***		1 CHECKS		100.89

VENDOR SET: 01 City of Ankeny
BANK: APGWB GREAT WESTERN BANK
DATE RANGE: 2/24/2022 THRU 3/09/2022

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
000426		CERTIFIED POWER INC							
	I-40512567	UNIT #929 DRIVELINE REPAIR	R	3/07/2022	169.11		235768		169.11
					*** VENDOR TOTALS ***		1 CHECKS		169.11
003746		CHASE SIGNS & GRAPHICS INC							
	I-23918	VEHICLE DECALS - FD	R	3/07/2022	388.48		235769		388.48
					*** VENDOR TOTALS ***		1 CHECKS		388.48
008614		TONY CHRISTOPH							
	I-02/15/2022MEAL	2/15/22 MEAL	E	3/09/2022	18.73		004432		18.73
					*** VENDOR TOTALS ***		1 CHECKS		18.73
004002		CINTAS CORPORATION							
	I-4102506463	11/22/21 SVCS - WW	R	3/07/2022	138.23		235770		
	I-4107467840	MAT/UNIFORM SERVICES-OC MAINT	R	3/07/2022	38.90		235770		
	I-4110070408	2/08/22 SVCS - WW	R	3/07/2022	131.50		235770		
	I-4110313595	MATS/UNIFORM SERVICES-OC	R	3/07/2022	36.20		235770		
	I-4110733160	2/15/22 SVCS - WW	R	3/07/2022	131.50		235770		
	I-4110733178	RUG/UNIFORM RENTALS-PKS	R	3/07/2022	79.77		235770		
	I-4111041570	MAT/UNIFORM SERVICES-OCM	R	3/07/2022	36.20		235770		
	I-4111410311	MAT/UNIFORM SERVICES -PK MNT	R	3/07/2022	86.18		235770		
	I-4111691636	MAT SERVICES - KL	R	3/07/2022	63.20		235770		741.68
					*** VENDOR TOTALS ***		1 CHECKS		741.68
001144		CITY SUPPLY CORPORATION							
	I-S1737013.001	SHOP BACKFLOW PARTS - PKS	R	3/07/2022	499.80		235771		499.80
					*** VENDOR TOTALS ***		1 CHECKS		499.80
005765		ZACH CLEAR							
	I-07/18/21-07/23/21	07/18/21-07/23/21 MEALS	R	3/07/2022	318.56		235772		318.56
					*** VENDOR TOTALS ***		1 CHECKS		318.56
009223		COMMERCIAL LIGHTING SERVICES I							
	I-32071	FLAG POLE REPAIR - CH	R	3/07/2022	661.25		235773		
	I-32160	LED FIXTURE INSTALLATION-KL	R	3/07/2022	895.00		235773		1,556.25
					*** VENDOR TOTALS ***		1 CHECKS		1,556.25
005586		TROY L CORY							
	I-01/30/22-02/05/22	1/30-2/5/22 BAGGAGE FEE	R	3/07/2022	60.00		235774		60.00
					*** VENDOR TOTALS ***		1 CHECKS		60.00
009595		COVENTRY HEALTH CARE OF IOWA							
	I-AFD13091	REFUND	R	3/07/2022	115.40		235775		115.40
					*** VENDOR TOTALS ***		1 CHECKS		115.40

VENDOR SET: 01 City of Ankeny
BANK: APGWB GREAT WESTERN BANK
DATE RANGE: 2/24/2022 THRU 3/09/2022

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
001003		DANIELS FILTER SERVICE INC							
	I-103708	MERV 8 PLEATED - CH	R	3/07/2022	20.97		235776		20.97
					*** VENDOR TOTALS ***		1 CHECKS		20.97
003359		KEVIN DEAVER							
	I-01/2022-02/2022	FY 22 JAN-FEB MARTIAL ART	E	3/09/2022	2,230.40		004416		2,230.40
					*** VENDOR TOTALS ***		1 CHECKS		2,230.40
003099		DELL MARKETING L P							
	I-10561588560	NEW CODE ENFORCEMENT PC	R	3/07/2022	1,286.67		235777		
	I-10562366326	NEW PARKS MAINT PC	R	3/07/2022	991.55		235777		
	I-10563819758	NEW PARKS MAINT PC	R	3/07/2022	364.98		235777		2,643.20
					*** VENDOR TOTALS ***		1 CHECKS		2,643.20
000605		DEMCO INC							
	I-7080236	BLURAY DVDE/LABELS/DOTS-KL	E	3/09/2022	52.11		004407		
	I-7084696	DOT LABELS/DVD ALBUMS -KL	E	3/09/2022	95.12		004407		147.23
					*** VENDOR TOTALS ***		1 CHECKS		147.23
009259		DENNIS SUPPLY COMPANY							
	I-AM0001542221-001	RENZNOR CONTROL BOARD-PRSC	R	3/07/2022	255.29		235778		
	I-AM0001548040-001	RENZOR GAS VALVE-PRSC	R	3/07/2022	135.67		235778		390.96
					*** VENDOR TOTALS ***		1 CHECKS		390.96
000700		DES MOINES STAMP MFG CO							
	I-1196492	STAMP - CLERK'S OFFICE	E	3/09/2022	40.90		004408		
	I-1196526	STAMP - CLERK'S OFFICE	E	3/09/2022	32.90		004408		73.80
					*** VENDOR TOTALS ***		1 CHECKS		73.80
000161		DEWEY FORD INC							
	I-580250 FOW	VALVE - SQUAD CARS	R	3/07/2022	21.84		235779		21.84
					*** VENDOR TOTALS ***		1 CHECKS		21.84
010285		DOCTORSNOW WALK-IN-CARE, LC							
	I-4027347	01/2022 COVID TESTING	R	3/07/2022	220.00		235780		220.00
					*** VENDOR TOTALS ***		1 CHECKS		220.00
004995		ECHO GROUP INC							
	I-S9299654.001	OSRAM -KL	E	3/09/2022	202.15		004420		202.15
					*** VENDOR TOTALS ***		1 CHECKS		202.15
010735		PREMISE HEALTH SYSTEMS, INC.							
	C-178854	CR: HEALTH SCREENINGS	R	3/07/2022	546.00CR		235781		
	I-177474	HEALTH SCREENINGS	R	3/07/2022	7,137.00		235781		6,591.00
					*** VENDOR TOTALS ***		1 CHECKS		6,591.00

VENDOR SET: 01 City of Ankeny
BANK: APGWB GREAT WESTERN BANK
DATE RANGE: 2/24/2022 THRU 3/09/2022

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
000628		EIDE BAILLY LLP							
	I-EI01269311	FRAUD-ETHICS HTLNE-ANNUAL FEE	R	3/07/2022	250.00		235782		250.00
					*** VENDOR TOTALS ***		1 CHECKS		250.00
000186		ELECTRONIC ENGINEERING							
	I-80059579	03/2022 STATEMENT-ENGINEERING	E	3/09/2022	26.50		004396		
	I-80059696, 80059576	03/2022 STATEMENT - PK MAINT	E	3/09/2022	248.50		004396		
	I-80059697, 80059577	03/2022 STATEMENT - PW	E	3/09/2022	930.00		004396		
	I-80059698, 80059578	03/2022 STATEMENT - MU	E	3/09/2022	440.50		004396		1,645.50
					*** VENDOR TOTALS ***		1 CHECKS		1,645.50
007739		EQUIPMENT MANAGEMENT COMPANY							
	I-60335	COMPREHENSIVE SVC AGR-FD	R	3/07/2022	570.00		235783		570.00
					*** VENDOR TOTALS ***		1 CHECKS		570.00
002285		FASTENAL COMPANY							
	I-IADES412202	PRAC PARTS	E	3/09/2022	27.09		004412		27.09
					*** VENDOR TOTALS ***		1 CHECKS		27.09
005631		FBI-LEEDA							
	I-42395765-22	2022 ANNUAL DUES - GRANDGEORGE	R	3/07/2022	50.00		235784		50.00
					*** VENDOR TOTALS ***		1 CHECKS		50.00
010716		FINANCIAL CONSULTING SOLUTIONS							
	I-3498-22202072	2/18/22 WTR/SWR RATE STUDY	E	3/09/2022	3,276.25		004440		3,276.25
					*** VENDOR TOTALS ***		1 CHECKS		3,276.25
009039		FINDAWAY WORLD LLC							
	I-380255	MULTIMEDIA - KL	R	3/07/2022	427.44		235785		427.44
					*** VENDOR TOTALS ***		1 CHECKS		427.44
011234		FIRE SERVICE TRAINING BUREAU							
	I-220762	FIRE INSP/CODE ENF 8TH-CL	R	3/07/2022	76.00		235786		76.00
					*** VENDOR TOTALS ***		1 CHECKS		76.00
000211		GALE							
	I-77198211	FEB SFTCVR ROMANCE FICT 3 PLN	E	3/09/2022	59.22		004397		
	I-77213760	FEB LG PRINT DIST 5 PLAN-KL	E	3/09/2022	68.24		004397		
	I-77281693	FEB CORE 8 PLAN - KL	E	3/09/2022	179.18		004397		
	I-77281735	FEB BASIC 8 PLAN - KL	E	3/09/2022	234.66		004397		
	I-77290376	FEB WHEELER HRDCVR 5 PLAN-KL	E	3/09/2022	107.21		004397		
	I-77321702	FEB AMISH FICTION 3 PLAN-KL	E	3/09/2022	70.47		004397		
	I-77321704	FEB CLEAN READS 3 PLAN-KL	E	3/09/2022	46.48		004397		
	I-77321792	FEB THRILLER ADVENTURE 3PLAN	E	3/09/2022	52.48		004397		
	I-77322048	FEB HISTORY FACT/FCTN 2 PLN-KL	E	3/09/2022	25.49		004397		
	I-77342606	FEB BASIC 8 PLAN	E	3/09/2022	28.49		004397		
	I-77342701	FEB CORE 8 PLAN	E	3/09/2022	28.49		004397		
	I-77344075	FEB HISTORY FACT/FCTN 2 PLAN	E	3/09/2022	25.49		004397		

VENDOR SET: 01 City of Ankeny
BANK: APGWB GREAT WESTERN BANK
DATE RANGE: 2/24/2022 THRU 3/09/2022

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
	I-77344117	FEB CLEAN READS 3 PLAN	E	3/09/2022	23.99		004397		
	I-77344454	FEB LG PRINT DIST 5 PLAN	E	3/09/2022	65.23		004397		1,015.12
					*** VENDOR TOTALS ***		1 CHECKS		1,015.12
011365		GENERAL SERVICE BUREAU, INC							
	I-06/2021 17778287	CORY BROOKS 411 TESTING	R	3/07/2022	173.60		235787		173.60
					*** VENDOR TOTALS ***		1 CHECKS		173.60
009681		GENERAL TRAFFIC CONTROLS, INC							
	I-21826	GRIDSMART SYSTEM - TRAFFIC	R	3/07/2022	15,390.00		235788		15,390.00
					*** VENDOR TOTALS ***		1 CHECKS		15,390.00
010125		LESLIE ELIZABETH GODDARD							
	I-03/08/22CLASS	03/08/22 AMELIA EARHART CLASS	R	3/07/2022	250.00		235789		250.00
					*** VENDOR TOTALS ***		1 CHECKS		250.00
000227		GRAINGER							
	I-9205911473	EAR MUFFS/HARD HAT - MU	E	3/09/2022	177.65		004398		
	I-9213044820	OEC LIGHT REPLACEMENTS-PKS	E	3/09/2022	95.18		004398		
	I-9215120891	PRESSURE GAUGES -AC	E	3/09/2022	22.32		004398		
	I-9215120909	DOOR BOTTOM SWEEP -FD	E	3/09/2022	110.75		004398		405.90
					*** VENDOR TOTALS ***		1 CHECKS		405.90
009893		GRAPHITE CONSTRUCTION GROUP, I							
	I-PAY 17-ANK SR CTR	PAY 17-ANKENY SENIOR CENTER	E	3/09/2022	14,570.81		004436		14,570.81
					*** VENDOR TOTALS ***		1 CHECKS		14,570.81
004543		GREATER DES MOINES CONVENTION							
	I-FY22 #3	FY22 #3 HOTEL MOTEL CONTRIBTN	E	3/09/2022	89,114.77		004418		89,114.77
					*** VENDOR TOTALS ***		1 CHECKS		89,114.77
004265		THE GREATER DES MOINES							
	I-4016174	2022 INVESTOR COMMITMENT	R	3/07/2022	30,000.00		235790		30,000.00
					*** VENDOR TOTALS ***		1 CHECKS		30,000.00
011359		GUTHRIE COUNTY HOSPITAL							
	I-LANGGAARD 011022	PRE EMPL TESTING-LANGGAARD	R	3/07/2022	1,017.00		235791		1,017.00
					*** VENDOR TOTALS ***		1 CHECKS		1,017.00
009448		PAULA KAY CASKEY							
	I-1	HEM PANTS - FD	R	3/07/2022	40.00		235792		
	I-2	HEM FIRE DEPT PANTS-FD	R	3/07/2022	50.00		235792		90.00
					*** VENDOR TOTALS ***		1 CHECKS		90.00

VENDOR SET: 01 City of Ankeny
BANK: APGWB GREAT WESTERN BANK
DATE RANGE: 2/24/2022 THRU 3/09/2022

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
010074		ALAN D HEBERER							
	I-FY22-QTR3	FY22 Q3-MED DIRECTOR/PHONE	E	3/09/2022	3,870.00		004437		3,870.00
					*** VENDOR TOTALS ***		1 CHECKS		3,870.00
011355		ELIZABETH HENDERSON							
	I-02142022	2/14/22 DAMAGE DEPOSIT REFUND	R	3/07/2022	100.00		235793		100.00
					*** VENDOR TOTALS ***		1 CHECKS		100.00
004853		HOLT TIRE SERVICE INC							
	I-184848	UNIT #809 MULTITRAC	E	3/09/2022	539.98		004419		539.98
					*** VENDOR TOTALS ***		1 CHECKS		539.98
010211		HONEYBEAR LLC							
	I-02/2022CLASS	2/23/22 ART CAMP CLASS	R	3/07/2022	216.00		235794		216.00
					*** VENDOR TOTALS ***		1 CHECKS		216.00
004386		HOUSBY HEAVY EQUIPMENT LLC							
	I-P33945	UNIT #663 PLUG	E	3/09/2022	97.62		004417		97.62
					*** VENDOR TOTALS ***		1 CHECKS		97.62
005531		HR GREEN INC							
	I-150578 #8	PAY 8-NE 36TH ST RECON/I35/4MD	E	3/09/2022	41,650.56		004423		41,650.56
					*** VENDOR TOTALS ***		1 CHECKS		41,650.56
000959		PAUL HUBBARD							
	I-01/22-02/22PRKOR	FY 22 JAN-FEB PARKOUR	R	3/07/2022	1,508.00		235795		1,508.00
					*** VENDOR TOTALS ***		1 CHECKS		1,508.00
000253		HY-VEE INC							
	I-58593277846	LEAF COLLECTION EVENT - PW	R	3/07/2022	34.00		235796		34.00
					*** VENDOR TOTALS ***		1 CHECKS		34.00
011208		HYDRO-KLEAN LLC							
	I-077048	SANITARY SEWER JETTING-MU	E	3/09/2022	2,156.25		004443		2,156.25
					*** VENDOR TOTALS ***		1 CHECKS		2,156.25
008906		IMAGE TREND INC							
	I-131773	10/2021 BILLING BRIDGE- FD	E	3/09/2022	254.00		004433		
	I-133755	01/2022 BILLING BRDG/ANNUALFEE	E	3/09/2022	1,452.85		004433		1,706.85
					*** VENDOR TOTALS ***		1 CHECKS		1,706.85
000407		INTERSTATE ALL BATTERY CENTER							
	I-1925901005881	12V BATTERIES - KL	R	3/07/2022	19.95		235797		19.95
					*** VENDOR TOTALS ***		1 CHECKS		19.95

VENDOR SET: 01 City of Ankeny
BANK: APGWB GREAT WESTERN BANK
DATE RANGE: 2/24/2022 THRU 3/09/2022

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
008034		IOWA CENTRAL COMMUNITY COLLEGE							
	I-121	RECRUITING/CAREER FAIR FEES-PD	R	3/07/2022	100.00		235798		100.00
					*** VENDOR TOTALS ***		1 CHECKS		100.00
000269		IOWA DEPT OF TRANSPORTATION							
	I-CI-0007546	AGRMT 2016-4-186 & 2016-4-186A	R	3/07/2022	666,666.66		235799		666,666.66
					*** VENDOR TOTALS ***		1 CHECKS		666,666.66
000743		IOWA MUNICIPAL FINANCE OFFICER							
	I-02/16/22	IMFOA STPND RMBRSMNT FOR IIMC	R	3/07/2022	1,701.54		235800		
	I-FY22 HANSON	MEMBERSHIP DUES 4/1/22-3/31/23	R	3/07/2022	50.00		235800		
	I-FY22 KLEMME	MEMBERSHIP DUES 4/1/22-3/31/23	R	3/07/2022	50.00		235800		1,801.54
					*** VENDOR TOTALS ***		1 CHECKS		1,801.54
005407		IOWA MUNICIPALITIES WORKERS'							
	C-RTN08019	CR: FY19 MED DED JAN	R	3/07/2022	56.82CR		235801		
	I-INV82474	FY21 MED DED JAN	R	3/07/2022	260.02		235801		
	I-INV82475	FY22 411 MED DED JAN	R	3/07/2022	258.00		235801		
	I-INV82476	FY21 MED DED JAN	R	3/07/2022	246.23		235801		
	I-INV82477	FY22 MED DED JAN	R	3/07/2022	745.97		235801		1,453.40
					*** VENDOR TOTALS ***		1 CHECKS		1,453.40
009002		IOWA PUMP WORKS, INC							
	I-00017212	PUMP INSTALLATION -AC	R	3/07/2022	353.75		235802		
	I-00017213	CFAC PUMP REPAIR	R	3/07/2022	1,787.02		235802		2,140.77
					*** VENDOR TOTALS ***		1 CHECKS		2,140.77
001057		IOWA RADIOLOGY							
	I-R420559 LANGGAARD	01/10/22 SVCS-BRADY LANGGAARD	R	3/07/2022	100.00		235803		100.00
					*** VENDOR TOTALS ***		1 CHECKS		100.00
007827		JEO CONSULTING GROUP INC							
	I-200170.01 #10	PAY 10-SE 3RD ST IMPRVMNTS P1	E	3/09/2022	3,540.00		004429		
	I-201512.00 #7	PAY 7-SE DELAWARE AVE HMA WDNG	E	3/09/2022	24,167.88		004429		27,707.88
					*** VENDOR TOTALS ***		1 CHECKS		27,707.88
010898		SUSAN E KAARLSEN							
	I-02/22 STAMPIN	02/2022 STAMPIN UP CARD CLASS	E	3/09/2022	75.00		004450		75.00
					*** VENDOR TOTALS ***		1 CHECKS		75.00
000292		KARL CHEVROLET INC							
	I-704412 CVW	UNIT #233 SWITCH	R	3/07/2022	19.43		235804		19.43
					*** VENDOR TOTALS ***		1 CHECKS		19.43

VENDOR SET: 01 City of Ankeny
BANK: APGWB GREAT WESTERN BANK
DATE RANGE: 2/24/2022 THRU 3/09/2022

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
009618		LIBRARY IDEAS, LLC							
	I-87968	MISC BOOKS - KL	R	3/07/2022	746.15		235805		
	I-87969	MISC BOOKS - KL	R	3/07/2022	260.70		235805		1,006.85
					*** VENDOR TOTALS ***		1 CHECKS		1,006.85
000285		LUBE-TECH & PARTNERS LLC							
	I-2843626	MOB DELVAC HDEO - CG	E	3/09/2022	1,471.04		004400		
	I-2844731	LT ENDURANCE HD DEF - CG	E	3/09/2022	242.00		004400		
	I-2844732	ENDURANCE HD DEF - FD	E	3/09/2022	242.00		004400		1,955.04
					*** VENDOR TOTALS ***		1 CHECKS		1,955.04
000470		LUMEN							
	I-88378495	1/12/22-2/11/22 STATEMENT	E	3/09/2022	558.27		004404		558.27
					*** VENDOR TOTALS ***		1 CHECKS		558.27
009346		MARY'S CLEANING CARE INC							
	I-30357	2/6 2/13 LAKESIDE CENTER	R	3/07/2022	250.00		235806		
	I-30358	2/27/22 OUTDOOR ED CENTER	R	3/07/2022	75.00		235806		325.00
					*** VENDOR TOTALS ***		1 CHECKS		325.00
000313		MCANINCH CORPORATION							
	I-PAY 7-IRV TRNS P3	PAY 7-IRVNDLE DR TRNS MN P3	E	3/09/2022	324,033.13		004401		324,033.13
					*** VENDOR TOTALS ***		1 CHECKS		324,033.13
009562		JAKE MCDONOUGH							
	I-01/05/22-01/06/22	1/5-1/6/22 MILEAGE	E	3/09/2022	91.26		004448		91.26
					*** VENDOR TOTALS ***		1 CHECKS		91.26
001671		MCC IOWA LLC							
	I-03/01/22-03/31/22	03/01/22-03/31/22 DEDICATE INT	R	3/07/2022	500.00		235807		500.00
					*** VENDOR TOTALS ***		1 CHECKS		500.00
007736		MEDICARE PART B - WPS GOVERNME							
	I-AFD24394	AMBULANCE REFUND	R	3/07/2022	251.74		235808		251.74
					*** VENDOR TOTALS ***		1 CHECKS		251.74
004747		MENARDS							
	C-62654	CR: 3 BUTTON REMOTES -PRSC	R	3/07/2022	39.98CR		235809		
	C-63291	RETURNS-QCFL FD	R	3/07/2022	31.84CR		235809		
	I-63249	WORKLIGHTS - MU	R	3/07/2022	34.98		235809		
	I-63288	QCFL G24D-FD	R	3/07/2022	31.84		235809		
	I-63293	QCFL -FD	R	3/07/2022	45.69		235809		
	I-63398	SCRWDRVR/STUB/LVL/OXDE-MU	R	3/07/2022	96.71		235809		
	I-63428	BRACKET/UPRT/SHLVES-KL	R	3/07/2022	259.35		235809		
	I-63435	KIT ATO PK/3AG AGC-FD	R	3/07/2022	24.98		235809		
	I-63448	WIRE SHELVES - KL	R	3/07/2022	70.97		235809		
	I-63450	TP/TAPE/PNT SUPPLIES-PRSC	R	3/07/2022	205.26		235809		
	I-63455	AC FOAM/PUNCH/DPLX/PLT-PKS	R	3/07/2022	33.14		235809		

VENDOR SET: 01 City of Ankeny
BANK: APGWB GREAT WESTERN BANK
DATE RANGE: 2/24/2022 THRU 3/09/2022

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
	I-63456	QTURN /FCT -OC	R	3/07/2022	39.94		235809		
	I-63551	PAIL/DISINFCTNT/CLRX/GLADE-MU	R	3/07/2022	108.24		235809		
	I-63555	SHELVES/BRKS/TRAK - KL	R	3/07/2022	79.42		235809		
	I-63573	LOOP/BRACE/LINK - PD	R	3/07/2022	12.89		235809		
	I-63607	PAINT/WE CVR/TRAY/FRAME-KL	R	3/07/2022	29.38		235809		
	I-63646	IRONHOLD CONTR BAGS-FD	R	3/07/2022	23.98		235809		
	I-63662	DRAIN PLUG/FURRING -FD	R	3/07/2022	61.48		235809		
	I-63672	GLOVES - MU	R	3/07/2022	111.86		235809		
	I-63684	LTHR GLOVES/DRILL/DPSKT-PKS	R	3/07/2022	17.95		235809		
	I-63688	DRILL BIT - PKS MNT	R	3/07/2022	3.69		235809		
	I-63731	WRENCH/HACKSAW - MU	R	3/07/2022	45.87		235809		1,265.80
					*** VENDOR TOTALS ***		1 CHECKS		1,265.80
008914		BRIAN MENKE							
	I-02/18/2022 MEAL	2/16/22 MEAL	E	3/09/2022	18.74		004447		18.74
					*** VENDOR TOTALS ***		1 CHECKS		18.74
009296		MERRITT COMPANY INC							
	I-61573	FEBRUARY CLEANINGS	R	3/07/2022	17,353.00		235810		
	I-61574	TOWELS/TOILET PAPER/LINERS-CH	R	3/07/2022	431.47		235810		
	I-61575	JANITORIAL SUPPLIES - FS#1	R	3/07/2022	169.12		235810		
	I-61576	JANITORIAL SUPPLIES - KL	R	3/07/2022	1,721.00		235810		
	I-61579	JANITORIAL SUPPLIES-ACC	R	3/07/2022	803.92		235810		20,478.51
					*** VENDOR TOTALS ***		1 CHECKS		20,478.51
000271		MIDAMERICAN ENERGY COMPANY							
	I-FY22 #9 1695158009	02/14/22 STATEMENT	E	3/09/2022	130,622.04		004399		130,622.04
					*** VENDOR TOTALS ***		1 CHECKS		130,622.04
008058		CTB MIDWEST INC							
	I-1788316 RI	MISC PARTS - OC M	E	3/09/2022	48.48		004430		
	I-1788795 RI	UNIT #877 PARKS	E	3/09/2022	31.56		004430		
	I-1789532 RI	AMCAN/203KRR2 - OC MNT	E	3/09/2022	48.44		004430		128.48
					*** VENDOR TOTALS ***		1 CHECKS		128.48
009437		JACOB MILLER							
	I-02/23/2022 MEAL	2/23/22 MEAL	R	3/07/2022	14.60		235811		14.60
					*** VENDOR TOTALS ***		1 CHECKS		14.60
007398		ROTARY MIRACLE LEAGUE FUND INC							
	I-2022	2022 MIRACLE LEAGUE FEES	R	3/07/2022	500.00		235812		500.00
					*** VENDOR TOTALS ***		1 CHECKS		500.00

VENDOR SET: 01 City of Ankeny
BANK: APGWB GREAT WESTERN BANK
DATE RANGE: 2/24/2022 THRU 3/09/2022

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
000343		MIRACLE RECREATION							
	I-838906	BOLT/WIRE NUT/CLAMP-PKS	R	3/07/2022	259.35		235813		259.35
					*** VENDOR TOTALS ***		1 CHECKS		259.35
1		CLAUSEN, DRAKE C							
	I-000202203018375	US REFUND	R	3/07/2022	49.93		235856		49.93
1		GERING, MELISSA							
	I-000202203018383	US REFUND	R	3/07/2022	100.00		235857		100.00
1		INTEGRITY							
	I-000202203018381	US REFUND	R	3/07/2022	100.00		235858		100.00
1		KINDER, CLAIRE							
	I-000202203018385	US REFUND	R	3/07/2022	98.75		235859		98.75
1		MYERS, LACEY							
	I-000202203018384	US REFUND	R	3/07/2022	100.00		235860		100.00
1		RHOADS, BROOKE							
	I-000202203018376	US REFUND	R	3/07/2022	16.52		235861		16.52
1		RUIZ, MICHELLE							
	I-000202203018380	US REFUND	R	3/07/2022	30.95		235862		30.95
1		SCHEUERMANN, SOMMER							
	I-000202203018377	US REFUND	R	3/07/2022	17.51		235863		17.51
1		SHIDLER, LINDSAY							
	I-000202203018374	US REFUND	R	3/07/2022	47.59		235864		47.59
1		THOMAS, JORDAN							
	I-000202203018373	US REFUND	R	3/07/2022	56.43		235865		56.43
1		WENZEL, LINDSEY							
	I-000202203018378	US REFUND	R	3/07/2022	98.66		235866		98.66
1		WILSON, GABRIEL							
	I-000202203018379	US REFUND	R	3/07/2022	80.09		235867		80.09
1		WIN THE DAY LLC							
	I-000202203018382	US REFUND	R	3/07/2022	59.24		235868		59.24
					*** VENDOR TOTALS ***		13 CHECKS		855.67

VENDOR SET: 01 City of Ankeny
BANK: APGWB GREAT WESTERN BANK
DATE RANGE: 2/24/2022 THRU 3/09/2022

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
003393		MONAHAN PHOTOGRAPHIC ARTIST LC							
	I-07-8677	STUDIO SESSION/PRINTS - COMM	R	3/07/2022	795.00		235814		795.00
					*** VENDOR TOTALS ***		1 CHECKS		795.00
009375		MORGAN MCGREW							
	I-02/25/2022	COMM CENTER & LIBRARY PHOTOS	R	3/07/2022	450.00		235815		450.00
					*** VENDOR TOTALS ***		1 CHECKS		450.00
006756		MTI DISTRIBUTING INC							
	C-1334333-00	CR: FILTER - OC MAINT	R	3/07/2022	13.01CR		235816		
	I-1334334-00	FILTER - OC MAINT	R	3/07/2022	18.44		235816		
	I-1335185-00	UNIT #877 FILTERS	R	3/07/2022	54.93		235816		60.36
					*** VENDOR TOTALS ***		1 CHECKS		60.36
006750		MUNICIPAL PIPE TOOL							
	I-32685	STOCKSWITCH - MU	R	3/07/2022	688.93		235817		688.93
006750		MUNICIPAL PIPE TOOL							
	I-32698	SEWER TELEVISING VAN - MU	R	3/07/2022	130,000.00		235818		130,000.00
					*** VENDOR TOTALS ***		2 CHECKS		130,688.93
000350		MUNICIPAL SUPPLY INC							
	C-0825782-CM	CR: TURBO 1000 GAL - MU	R	3/07/2022	2,711.00CR		235819		
	I-0824481-IN	SWIVEL/METER/VALVE - MU	R	3/07/2022	2,174.70		235819		
	I-0825432-IN	HYDRANT VALVE - MU	R	3/07/2022	287.30		235819		
	I-0825540-IN	CPLNG/CAP/PLUG/WRNCH - MU	R	3/07/2022	1,327.75		235819		
	I-0825783-IN	2/15/22 METERS - MU	R	3/07/2022	3,561.90		235819		
	I-0826007-IN	CLOW MED HYD EXT - MU	R	3/07/2022	389.00		235819		5,029.65
					*** VENDOR TOTALS ***		1 CHECKS		5,029.65
003057		NAPA AUTO PARTS							
	I-2986-00-679902	UNITS 874/867 OIL/FUEL FILTERS	R	3/07/2022	8.89		235820		
	I-2986-00-679946	UNIT #923 DOOR HANDLE	R	3/07/2022	142.09		235820		
	I-2986-00-679963	GAUGE- PR SPLSH PARK	R	3/07/2022	21.99		235820		
	I-2986-00-679964	OIL FILTER - CG	R	3/07/2022	10.68		235820		
	I-2986-00-679965	OIL - MU	R	3/07/2022	32.97		235820		
	I-2986-00-679991	UNIT #132 OIL FILTER	R	3/07/2022	11.91		235820		
	I-2986-00-680010	AIR FILTER - CG	R	3/07/2022	26.66		235820		
	I-2986-00-680011	MOTOR OIL - CG	R	3/07/2022	147.36		235820		
	I-2986-00-680067	UNIT #877/865 OIL FILTER	R	3/07/2022	10.68		235820		
	I-2986-00-68008	FUEL FILTER - CG	R	3/07/2022	11.50		235820		
	I-2986-00-680084	UNIT #877 SPARK PLUG/CABLE	R	3/07/2022	14.39		235820		
	I-2986-00-680239	CLEANER - CG	R	3/07/2022	117.79		235820		
	I-2986-00-680309	UNIT #121 OIL FILTER	R	3/07/2022	28.97		235820		
	I-2986-00-680310	OIL FILTER - CG	R	3/07/2022	57.94		235820		
	I-2986-00-680366	NGD OIL DRY - FD	R	3/07/2022	237.75		235820		
	I-2986-00-680382	FURRULES - CG	R	3/07/2022	9.00		235820		
	I-2986-00-680386	FERRULES - CG	R	3/07/2022	6.16		235820		

VENDOR SET: 01 City of Ankeny
BANK: APGWB GREAT WESTERN BANK
DATE RANGE: 2/24/2022 THRU 3/09/2022

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
	I-2986-00-680396	UNIT #745 BATTERY	R	3/07/2022	143.93		235820		
	I-2986-00-680444	OIL FILTERS - CG	R	3/07/2022	44.12		235820		1,084.78
					*** VENDOR TOTALS ***		1 CHECKS		1,084.78
010339		NAVAL SURFACE WARFARE CENTER,							
	I-22 N00164LE1195-21	FY22 NVG LEASE - PD	R	3/07/2022	2,400.00		235821		2,400.00
					*** VENDOR TOTALS ***		1 CHECKS		2,400.00
003164		NILLES ASSOCIATES INC							
	I-21286.01	LANDSCAPE ISLANDS CONSULT - PW	E	3/09/2022	1,600.00		004414		1,600.00
					*** VENDOR TOTALS ***		1 CHECKS		1,600.00
000367		O'HALLORAN INTERNATIONAL							
	I-31P146127	UNIT #223 SHIELD CAB HEAT	E	3/09/2022	198.94		004402		198.94
					*** VENDOR TOTALS ***		1 CHECKS		198.94
007222		OCLC ONLINE COMPUTER LIBRARY							
	I-1000200433	3/01/22-3/31/22 WORLDSHAREILL	E	3/09/2022	45.75		004428		45.75
					*** VENDOR TOTALS ***		1 CHECKS		45.75
003727		OFFICE DEPOT INC							
	I-172713461001	PENS - PD	R	3/07/2022	35.98		235822		
	I-220490085001	BINDER/DIVIDER - PD CPA 2022	R	3/07/2022	76.90		235822		
	I-222359749001	LABELS/FLDRS/PAPER/DISINFCT-KL	R	3/07/2022	530.71		235822		
	I-224312860001	MOUSE/PAPER-FD	R	3/07/2022	175.32		235822		
	I-224316596001	WEBCAM - FD	R	3/07/2022	69.99		235822		
	I-224488623002	STENO BOOKS - CLERKS OFFICE	R	3/07/2022	10.49		235822		
	I-226143348001	LAMINATOR/NOTES - PW	R	3/07/2022	60.25		235822		
	I-226711771001	COFFEE/TAPE - PD	R	3/07/2022	135.97		235822		
	I-227227098001	TAPE/FOLDER/DIVIDERS - CH	R	3/07/2022	35.36		235822		
	I-227401059001	FOLDER - PD	R	3/07/2022	204.66		235822		
	I-228888591001	CIRCULATION MATS/OFFICE SUP-KL	R	3/07/2022	119.32		235822		1,454.95
					*** VENDOR TOTALS ***		1 CHECKS		1,454.95
007878		OVERDRIVE INC							
	I-06497CO22001457	MULTIMEDIA - KL	R	3/07/2022	772.45		235823		
	I-06497CO22006358	MULTIMEDIA - KL	R	3/07/2022	976.15		235823		
	I-06497CO22006378	MULTIMEDIA - KL	R	3/07/2022	129.00		235823		
	I-06497CO22026162	MISC MULTIMEDIA - KL	R	3/07/2022	980.92		235823		
	I-06497CO22029971	MULTIMEDIA - KL	R	3/07/2022	260.45		235823		
	I-06497CO22032057	MULTIMEDIA - KL	R	3/07/2022	55.00		235823		
	I-06497CO22041936	MULTIMEDIA - KL	R	3/07/2022	202.96		235823		
	I-06497CO22046972	MULTIMEDIA - KL	R	3/07/2022	944.63		235823		
	I-06497CO22050478	MISC MULTIMEDIA - KL	R	3/07/2022	327.88		235823		
	I-06497DA22002288	MULTIMEDIA - KL	R	3/07/2022	27.50		235823		
	I-06497DA22007503	MULTIMEDIA - KL	R	3/07/2022	65.00		235823		
	I-06497DA22009497	MULTIMEDIA - KL	R	3/07/2022	84.54		235823		
	I-06497DA22017123	MULTIMEDIA - KL	R	3/07/2022	27.50		235823		4,853.98
					*** VENDOR TOTALS ***		1 CHECKS		4,853.98

VENDOR SET: 01 City of Ankeny
BANK: APGWB GREAT WESTERN BANK
DATE RANGE: 2/24/2022 THRU 3/09/2022

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
002191		PC PRINT CENTER							
	I-021722-SRG	SPRING AKPL 1/2 FOLD - KL	R	3/07/2022	738.00		235824		
	I-021822-FIR	NOTE CARDS - FD	R	3/07/2022	163.60		235824		901.60
					*** VENDOR TOTALS ***		1 CHECKS		901.60
000055		C2G CORPORATION							
	I-CG16097	HND CLNR/CAR WSH/ZP TI/SCNT-CG	R	3/07/2022	829.20		235825		829.20
					*** VENDOR TOTALS ***		1 CHECKS		829.20
002046		PEAK SOFTWARE SYSTEMS INC							
	I-024153	2022 SPORTSMANS-ACC	R	3/07/2022	3,820.00		235826		
	I-024154	2022SPORTSMANS-AQUATIC CENTERS	R	3/07/2022	3,820.00		235826		7,640.00
					*** VENDOR TOTALS ***		1 CHECKS		7,640.00
004611		PETTY CASH							
	I-02/2022HKY/MP	2022 HAWKEY/MIRACLE PK STARTUP	R	3/07/2022	775.00		235827		775.00
					*** VENDOR TOTALS ***		1 CHECKS		775.00
000671		PLUMB SUPPLY COMPANY - DM							
	I-7908390	TUBE CUTTER - MU	R	3/07/2022	141.97		235828		141.97
					*** VENDOR TOTALS ***		1 CHECKS		141.97
000047		CURTIS POEHLEIN							
	I-REISSUE: 1/31/22	1/13/2022 TEST REIMBRSMNTS	E	3/09/2022	184.00		004446		184.00
					*** VENDOR TOTALS ***		1 CHECKS		184.00
004410		POLK COUNTY PUBLIC WORKS DEPAR							
	I-00086073	BURN PERMITS -PKS	R	3/07/2022	200.00		235829		200.00
					*** VENDOR TOTALS ***		1 CHECKS		200.00
000390		POSTMASTER							
	I-2022/2023 #18	USPS MARKETING MAIL PERMIT	R	3/07/2022	265.00		235830		265.00
					*** VENDOR TOTALS ***		1 CHECKS		265.00
005896		PRECISION UNDERGROUND UTILITIE							
	I-PAY 1-FIBER ACC	PAY 1-FIBER OPTIC CNCTN ACC	R	3/07/2022	47,645.35		235831		47,645.35
					*** VENDOR TOTALS ***		1 CHECKS		47,645.35
005557		RACOM CORPORATION							
	I-RI-220105	EDACS/BEON ACCESS- FD	E	3/09/2022	2,026.10		004424		
	I-RI-220111	EDACS ACCESS - PD	E	3/09/2022	2,612.73		004424		4,638.83
					*** VENDOR TOTALS ***		1 CHECKS		4,638.83

VENDOR SET: 01 City of Ankeny
BANK: APGWB GREAT WESTERN BANK
DATE RANGE: 2/24/2022 THRU 3/09/2022

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
003538		GET SOME GUNS, LLC							
	I-20-692042	A. SMITH VEST & UNIFORM - PD	R	3/07/2022	1,215.98		235832		1,215.98
					*** VENDOR TOTALS ***		1 CHECKS		1,215.98
000587		RED WING SHOE STORE							
	I-20220224089893	BOOTS - W. SMITH	E	3/09/2022	140.00		004406		140.00
					*** VENDOR TOTALS ***		1 CHECKS		140.00
003999		RINGCENTRAL INC							
	I-CD_000365159	01/26/22-02/25/22 STATEMENT	R	3/07/2022	5,364.56		235833		5,364.56
					*** VENDOR TOTALS ***		1 CHECKS		5,364.56
011358		JAMES M ROBINSON							
	I-2/23/2022	BOOTS REIMBURSEMENT	E	3/09/2022	140.00		004451		140.00
					*** VENDOR TOTALS ***		1 CHECKS		140.00
007937		DONALD P RUBY							
	I-02/22/2022	2019 TERMINATIONS-SCANNING	R	3/07/2022	1,135.63		235834		1,135.63
					*** VENDOR TOTALS ***		1 CHECKS		1,135.63
004079		STRAWBERRY PATCH							
	I-93580	MENS BSKTBL LEAGUE SHIRTS-P&R	R	3/07/2022	126.00		235835		126.00
					*** VENDOR TOTALS ***		1 CHECKS		126.00
005570		SANDRY FIRE SUPPLY LLC							
	I-INV-020157	ICE COMMANDER RESCUE SUIT	E	3/09/2022	1,612.00		004425		1,612.00
					*** VENDOR TOTALS ***		1 CHECKS		1,612.00
008471		SHIVE-HATTERY INC							
	I-4185992-23 #21	PAY 21-ANKENY SENIOR CENTER	E	3/09/2022	2,275.40		004431		2,275.40
					*** VENDOR TOTALS ***		1 CHECKS		2,275.40
011223		DSM SIGN CO LLC							
	I-EST-22074	DEPOSIT - HTT PROJECT	E	3/09/2022	5,908.50		004444		5,908.50
					*** VENDOR TOTALS ***		1 CHECKS		5,908.50
003348		SMITH'S SEWER SERVICE INC							
	I-415837	TRACTOR CAMERA - MU	R	3/07/2022	450.00		235836		450.00
					*** VENDOR TOTALS ***		1 CHECKS		450.00
000990		SNYDER & ASSOCIATES INC							
	I-119.0975.01 #15	PAY 15-NW NTHLWN UTLTY IMPV	E	3/09/2022	1,255.50		004409		
	I-120.0274.01 #19	PAY 19- HTT EXT MAG RD ORLBR	E	3/09/2022	13,664.68		004409		
	I-120.0315.01 #15	PAY 15-N ANKENY BLVD LNDSCPE	E	3/09/2022	4,194.00		004409		
	I-120.0399.01 #22	PAY 22-DEL AVE/8TH ST WDNG/TRF	E	3/09/2022	6,470.00		004409		
	I-120.1005.01 #15	PAY 15-NW36TH ST WDNG/ASH/ANK	E	3/09/2022	14,364.98		004409		
	I-120.1113.01 #12	PAY 12-HTT TRNSMSN MN/DRNG IMP	E	3/09/2022	14,679.78		004409		
	I-121.0352.01 #11	PAY 11-NW36TH/STATE INTERIM IM	E	3/09/2022	4,773.62		004409		

VENDOR SET: 01 City of Ankeny
BANK: APGWB GREAT WESTERN BANK
DATE RANGE: 2/24/2022 THRU 3/09/2022

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
	I-121.0695.01 #7	PAY 7-NW DELAVE RECON-5TH/18TH	E	3/09/2022	15,226.25		004409		
	I-122.0108.01 #2	PSA OTTER CREEK NORTH	E	3/09/2022	3,837.50		004409		
	I-122.0140.01 #1	PAY 1-ROCK CRK GREENWAY TRAIL	E	3/09/2022	3,173.28		004409		81,639.59
					*** VENDOR TOTALS ***		1 CHECKS		81,639.59
002339		STAPLES CONTRACT & COMMERCIAL							
	I-3499399732	TAPE/MOUSE PAD - PD	R	3/07/2022	31.08		235837		
	I-3499635284	DRYERASE BOARD - PD	R	3/07/2022	59.00		235837		
	I-3499986754	DRY ERASE BOARD	R	3/07/2022	23.99		235837		114.07
					*** VENDOR TOTALS ***		1 CHECKS		114.07
002065		STAR EQUIPMENT LTD							
	I-01648135	SAW REPAIR - MU	E	3/09/2022	55.30		004411		55.30
					*** VENDOR TOTALS ***		1 CHECKS		55.30
000474		STATE HYGIENIC LABORATORY AR							
	I-224819	1/31/2022 TESTING - MU	E	3/09/2022	31.00		004405		31.00
					*** VENDOR TOTALS ***		1 CHECKS		31.00
001335		STATE OF IOWA							
	I-221467	REINSPECTION FEE 12/16/21	R	3/07/2022	300.00		235838		300.00
001335		STATE OF IOWA							
	I-221468	REINSPECTION FEE 12/16/21	R	3/07/2022	300.00		235839		300.00
001335		STATE OF IOWA							
	I-221469	12/17/21 REINSPECTION FEE-FS1	R	3/07/2022	300.00		235840		300.00
					*** VENDOR TOTALS ***		3 CHECKS		900.00
003339		STREICHER'S							
	I-I1548697	BALLISTIC PLATE - PD	R	3/07/2022	498.00		235841		498.00
					*** VENDOR TOTALS ***		1 CHECKS		498.00
009965		STROKE DETECTION PLUS INC							
	I-ANKENY IA 2/15/22	2/6-2/12/22 COVID TESTING	R	3/07/2022	80.00		235842		80.00
					*** VENDOR TOTALS ***		1 CHECKS		80.00
010068		T-MOBILE USA INC							
	I-2/20/2022	MONTHLY INTERNET 1/21-2/20/22	R	3/07/2022	149.57		235843		149.57
					*** VENDOR TOTALS ***		1 CHECKS		149.57
008966		THE BUSINESS LETTER INC							
	I-74808	IMPRINT FOLDERS - PD	R	3/07/2022	550.00		235844		550.00
					*** VENDOR TOTALS ***		1 CHECKS		550.00

VENDOR SET: 01 City of Ankeny
BANK: APGWB GREAT WESTERN BANK
DATE RANGE: 2/24/2022 THRU 3/09/2022

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
011353		JOSEPH C ROTH							
	I-03/03/2022 GAMEON	3/03/22 GAME ON - KL	E	3/09/2022	100.00		004445		100.00
					*** VENDOR TOTALS ***		1 CHECKS		100.00
005650		PACIFIC RIM VENTURES							
	I-1347782-00	MERCHANDISE FOR RESALE -OC	R	3/07/2022	477.00		235845		477.00
					*** VENDOR TOTALS ***		1 CHECKS		477.00
000968		THOMAS BUS SALES INC							
	I-X100013060:01	UNIT #247 BRAKE MAGNET	R	3/07/2022	90.00		235846		90.00
					*** VENDOR TOTALS ***		1 CHECKS		90.00
010127		TK ELEVATOR CORPORATION							
	I-1000412241	2/1-4/30/22 ELEVATOR SVC - PD	E	3/09/2022	452.61		004439		452.61
					*** VENDOR TOTALS ***		1 CHECKS		452.61
006225		TOUR EDGE GOLF MFG INC							
	I-IN-01527478	STOCK MERCH FOR RESALE -OC	R	3/07/2022	634.50		235847		
	I-IN-01527479	STOCK MERCH FOR RESALE -OC	R	3/07/2022	422.00		235847		1,056.50
					*** VENDOR TOTALS ***		1 CHECKS		1,056.50
004159		TOYNE INC							
	I-IN0014103	FRONT SHOCKS -FD	R	3/07/2022	1,757.73		235848		
	I-IN0014154	PUMP PLUS CHGR/JUNCT BOX -FD	R	3/07/2022	570.72		235848		2,328.45
					*** VENDOR TOTALS ***		1 CHECKS		2,328.45
006765		TRAFFIC CONTROL CORPORATION							
	I-134256	POWER SUPPLY RACK MOUNT - TRFC	E	3/09/2022	350.00		004427		350.00
					*** VENDOR TOTALS ***		1 CHECKS		350.00
005479		TREMCO WEATHERPROOFING							
	I-96481423	ROOF REPAIR - WW PLANT	E	3/09/2022	1,062.50		004422		1,062.50
					*** VENDOR TOTALS ***		1 CHECKS		1,062.50
000740		TRIPLETT COMPANIES							
	I-409249-0 FINAL	SENIOR CENTER FF&E	R	3/07/2022	2,436.39		235849		2,436.39
					*** VENDOR TOTALS ***		1 CHECKS		2,436.39
000468		TRUCK EQUIPMENT INC							
	I-304696	UNIT #220 PARTS	E	3/09/2022	504.34		004403		
	I-306284	UNIT #220 VALVE	E	3/09/2022	154.08		004403		658.42
					*** VENDOR TOTALS ***		1 CHECKS		658.42

VENDOR SET: 01 City of Ankeny
BANK: APGWB GREAT WESTERN BANK
DATE RANGE: 2/24/2022 THRU 3/09/2022

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
007454		TUBE PRO INC							
	I-00052850	TUBES - CFAC	R	3/07/2022	1,499.50		235850		1,499.50
					*** VENDOR TOTALS ***		1 CHECKS		1,499.50
003278		DAVIS EQUIPMENT CORPORATION							
	I-JI67000	HYD FILTER UNIT #867	E	3/09/2022	46.77		004415		46.77
					*** VENDOR TOTALS ***		1 CHECKS		46.77
006209		ULINE INC							
	I-144801697	AMP CHAIRS	R	3/07/2022	7,671.93		235851		7,671.93
					*** VENDOR TOTALS ***		1 CHECKS		7,671.93
005813		EXECUTIVE SERVICES INC							
	I-73218	ENVELOPES - CH	E	3/09/2022	145.76		004426		145.76
					*** VENDOR TOTALS ***		1 CHECKS		145.76
005012		VAN-WALL EQUIPMENT INC							
	I-5452342	UNIT #874 FILTER	E	3/09/2022	15.42		004421		
	I-5460813	CIRCLIP - FD	E	3/09/2022	1.12		004421		16.54
					*** VENDOR TOTALS ***		1 CHECKS		16.54
009013		CELLCO PARTNERSHIP							
	I-9899453395	1/13/21-2/12/22 STATEMENT	R	3/07/2022	280.07		235852		280.07
					*** VENDOR TOTALS ***		1 CHECKS		280.07
004796		WALSH DOOR & HARDWARE COMPANY							
	I-777664	SECURITY CAMERAS FOR ACC	R	3/07/2022	3,883.49		235853		3,883.49
					*** VENDOR TOTALS ***		1 CHECKS		3,883.49
002569		WASTE CONNECTIONS INC							
	I-3277449T071	02/01/22-02/28/22 SERVICES-OCM	R	3/07/2022	42.22		235854		
	I-3277454T071	2/1/22-2/28/22 SERVICE-PRSC	R	3/07/2022	76.00		235854		
	I-3277455T071	2/1/22-2/28/22 SVCS - PSB	R	3/07/2022	72.22		235854		
	I-3277456T071	2/1-2/28/22 SVCS - WW	R	3/07/2022	86.29		235854		276.73
					*** VENDOR TOTALS ***		1 CHECKS		276.73
009184		WINCAN LLC							
	I-6336	CCTV COMPUTER - MU	R	3/07/2022	3,165.00		235855		3,165.00
					*** VENDOR TOTALS ***		1 CHECKS		3,165.00

VENDOR SET: 01 City of Ankeny
BANK: APGWB GREAT WESTERN BANK
DATE RANGE: 2/24/2022 THRU 3/09/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT

* * T O T A L S * *	NO			INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	121			1,101,509.79	0.00	1,101,509.79
HAND CHECKS:	0			0.00	0.00	0.00
DRAFTS:	0			0.00	0.00	0.00
EFT:	59			762,267.66	0.00	762,267.66
NON CHECKS:	0			0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS	0.00			
		VOID CREDITS	0.00	0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: APGWB TOTALS:	180	1,863,777.45	0.00	1,863,777.45
BANK: APGWB TOTALS:	180	1,863,777.45	0.00	1,863,777.45
REPORT TOTALS:	180	1,863,777.45	0.00	1,863,777.45

SELECTION CRITERIA

VENDOR SET: 01-City of Ankeny
VENDOR: ALL
BANK CODES: Include: APGWB
FUNDS: All

CHECK SELECTION

CHECK RANGE: 000000 THRU 999999
DATE RANGE: 2/24/2022 THRU 3/09/2022
CHECK AMOUNT RANGE: 0.00 THRU 999,999,999.99
INCLUDE ALL VOIDS: YES

PRINT OPTIONS
SEQUENCE: VENDOR SORT KEY

PRINT TRANSACTIONS: YES
PRINT G/L: NO
UNPOSTED ONLY: NO
EXCLUDE UNPOSTED: NO
MANUAL ONLY: NO
STUB COMMENTS: NO
REPORT FOOTER: NO
CHECK STATUS: NO
PRINT STATUS: * - All

??

ANKENY CITY COUNCIL

City Council Agenda

March 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: ?? COUNCIL GOAL:

Planning and Building

Ensure Economic Vitality

ACTION REQUESTED:

Motion

LEGAL:

SUBJECT:

Consider motion to approve the 5th Amended Vintage Business Park at Prairie Trail Neighborhood Plan and rescind the previous plan approved September 20, 2021.

EXECUTIVE SUMMARY:

The original Vintage Business Park at Prairie Trail Neighborhood Plan was approved by City Council on January 21, 2008. An amended neighborhood plan was later approved by City Council on August 18, 2008 and another on November 17, 2008. A third amendment was approved by City Council on August 3, 2015. The fourth amendment was approved by City Council on September 20, 2021. DRA Properties is now proposing a minor amendment to the plan relating to the development of the 8.09-acre Lot 7. The previous approved neighborhood plan for Lot 7 shows three buildings, two rectangular and one L-shaped, oriented with long edges along the periphery. The proposed plan amendment shows Lot 7 being separated into six individual lots for single-story office buildings and a shared parking lot with access onto SW Magazine Road. The parking is proposed to be managed by an association for shared use and maintenance. Lot 8 also shows some changes in the allowed access from the previous plan which showed access onto SW Magazine Road, to the revised version which shows a right-in-right out onto SW Vintage Parkway and ingress through the parking areas of Lots 7 and 9. This proposal is dependent on a traffic study in progress. The detention basin is shown as being platted into a separate outlot to be owned and maintained

by an association. The applicant plans to connect a trail system around the basin, connecting to areas of Lots 7 and 9. The typical process for projects to be approved in this area requires compliance with the applicable neighborhood plan and subdivision as needed. Then a site plan is required with building and signage review by the Architectural Review Board and administrative approval by the Director of Community Development.

FISCAL IMPACT: **??No**

CITY MANAGER'S RECOMMENDATIONS:

Approve the 5th Amended Vintage Business Park at Prairie Trail Neighborhood Plan.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

The Plan & Zoning Commission recommended approval on January 19, 2022.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

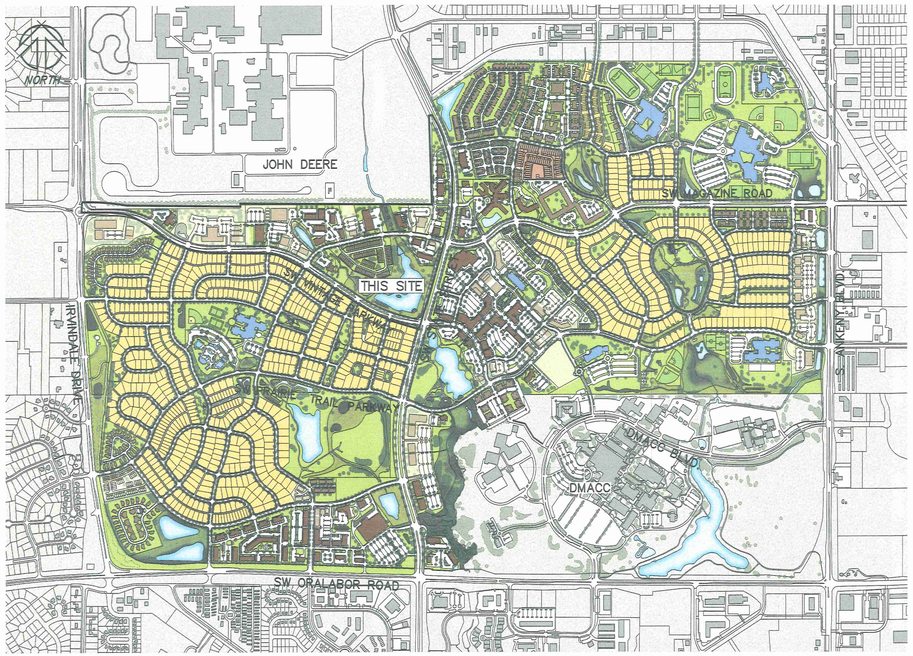
ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Neighborhood Plan
P&Z Minutes
Updated Staff Report
Aerial Map
Applicant Letter

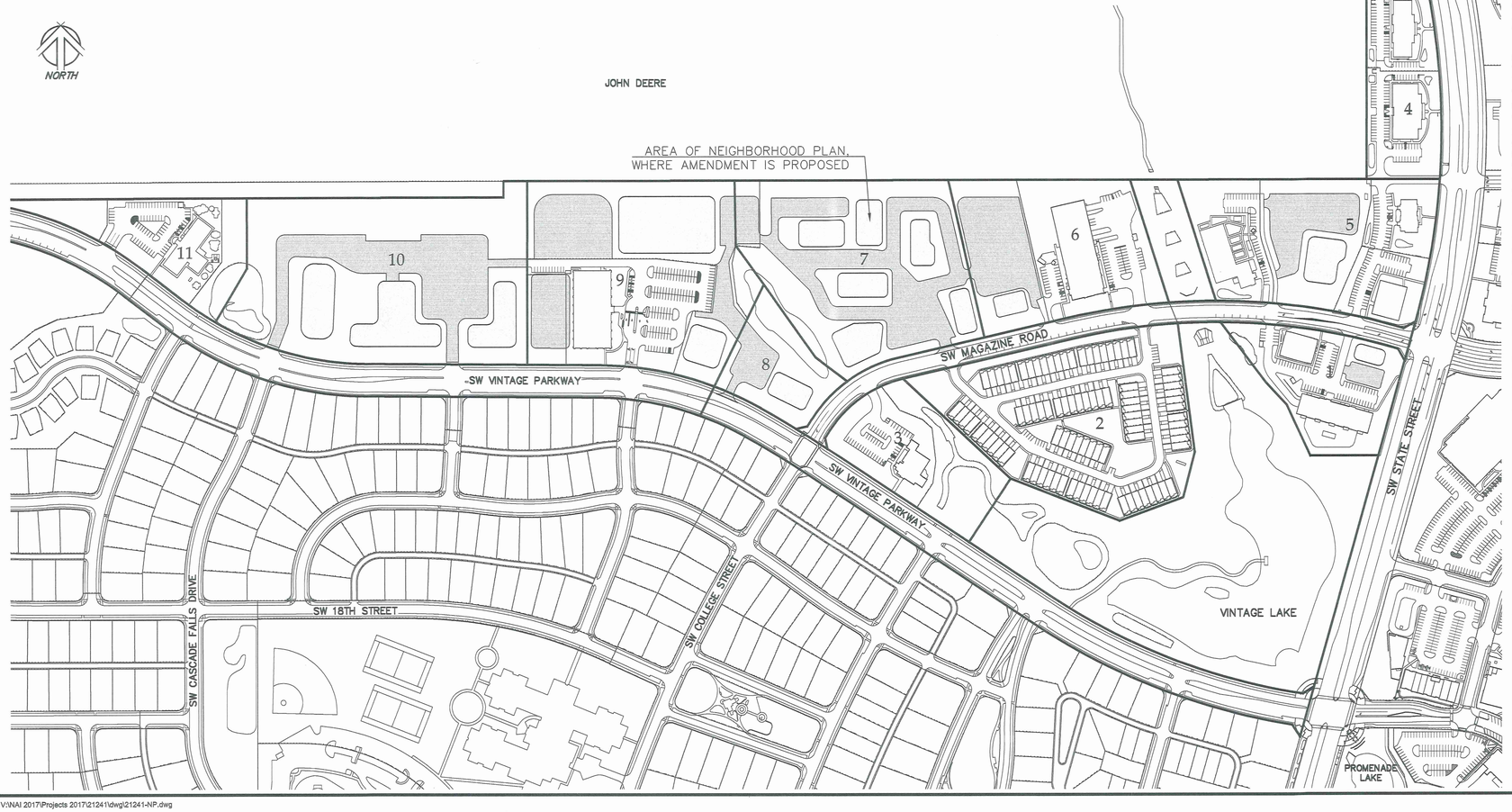
VICINITY MAP

SCALE: 1" = 1000'



CONCEPTUAL LAYOUT PLAN

SCALE: 1" = 200'



STORM WATER DESIGN REQUIREMENTS

1. ALL SITE IMPROVEMENTS SHALL DEMONSTRATE COMPLIANCE WITH REQUIREMENTS OF THE PRAIRIE TRAIL STORM WATER MANAGEMENT REPORT, PRAIRIE TRAIL STORM WATER GUIDELINES, AND THE IOWA STORMWATER MANAGEMENT MANUAL.

2. HIGHER–INTENSITY DEVELOPMENT (SUCH AS COMMERCIAL, INDUSTRIAL, OR MULTI–FAMILY USES) ON ALL LOTS WITHIN VINTAGE BUSINESS PARK SHALL PROVIDE STRUCTURAL AND/OR NON–STRUCTURAL PRACTICES AS PART OF SITE LEVEL CONTROLS WHICH SHALL CAPTURE AND TREAT THE WATER QUALITY VOLUME (WQV) EXPECTED TO BE GENERATED BY A 1.25", 24–HOUR STORM EVENT (AS DEFINED IN THE IOWA STORM WATER MANAGEMENT MANUAL). SITE LEVEL CONTROLS SHALL MEET WQV TREATMENT REQUIREMENTS PRIOR TO STORM WATER DISCHARGE POINT FROM SITE TO ADJACENT PUBLIC STORM SEWERS OR CONSOLIDATED CONTROL AREAS. WQV REQUIREMENTS FOR ANY SINGLE–FAMILY RESIDENTIAL AREAS SHALL BE INCLUDED WITHIN THE CONSOLIDATED CONTROL AREAS THEY ARE TRIBUTARY TO.

3. TO ACHIEVE TREATMENT GOALS, SITE LEVEL PRACTICES SHALL BE SELECTED FROM THE STORM WATER GUIDELINES OR MANAGEMENT MANUAL THAT ARE COMPATIBLE WITH SITE CONDITIONS, SUCH AS SOIL TYPES, GROUND WATER ELEVATIONS, SITE GRADES, ETC. INDIVIDUAL SITE PLANS SHALL DEMONSTRATE COMPLIANCE WITH REQUIREMENTS WITHIN THE IOWA STORMWATER MANAGEMENT MANUAL FOR THE WQV.

4. REQUIREMENTS FOR MANAGEMENT OF THE CHANNEL PROTECTION VOLUME, OVERBANK FLOOD PROTECTION VOLUME, AND EXTREME FLOOD PROTECTION VOLUME (AS DEFINED IN THE IOWA STORMWATER MANAGEMENT MANUAL) SHALL BE MET WITHIN CONSOLIDATED CONTROLS AS PROPOSED WITHIN THE PRAIRIE TRAIL STORM WATER MANAGEMENT REPORT. STORAGE VOLUMES AND RELEASE RATES FOR THESE PROPOSED CONSOLIDATED CONTROL AREAS HAVE BEEN ESTABLISHED WITHIN THAT REPORT. UPON DEVELOPMENT OF FINAL PUBLIC AND PRIVATE IMPROVEMENT PLANS, FINAL STORAGE VOLUMES FOR THESE AREAS MAY NEED TO BE ADJUSTED TO ACCOUNT FOR DIFFERENCES IN SITE CHARACTERISTICS FROM THOSE ASSUMED WITHIN THE REPORT, OR BY ACCOUNTING FOR CAPTURE AND TREATMENT OF THE WQV.

A. STORM WATER RUNOFF FROM LOTS 10 - 11, THE WESTERN SECTION OF SW VINTAGE PARKWAY, AND THE PROPOSED FUTURE COMMERCIAL LAND USE AT THE INTERSECTION OF SW VINTAGE PARKWAY AND SW IRVINEDALE DRIVE SHALL BE DIRECTED TOWARD BASIN AREA "CP1". FOR THE EXTREME FLOOD PROTECTION VOLUME STORAGE OF 101,000 CF IS EXPECTED TO BE REQUIRED AT THIS LOCATION, WITH A MAXIMUM RELEASE RATE OF 49 CFS.
B. STORM WATER RUNOFF FROM LOTS 7 - 9, PART OF THE EASTERN SECTION OF SW VINTAGE PARKWAY, AND APPROXIMATELY 7 ACRES OF FUTURE OFF–SITE RESIDENTIAL USE SHALL BE DIRECTED TOWARD BASIN AREA "NL1". FOR THE EXTREME FLOOD PROTECTION VOLUME STORAGE OF 224,000 CF IS EXPECTED TO BE REQUIRED AT THIS LOCATION, WITH A MAXIMUM RELEASE RATE OF 52 CFS. PRACTICES WILL ALSO BE REQUIRED IN THIS BASIN AREA TO MEET THE WQV REQUIREMENTS OF THE 7 ACRES OF SINGLE–FAMILY RESIDENTIAL USE AND THE INCLUDED SW VINTAGE PARKWAY ROW TRIBUTARY TO THIS BASIN. A TREATMENT FOREBAY WILL BE REQUIRED AT THE STORM WATER OUTLET FROM SW VINTAGE PARKWAY TO AREA "NL1" WITH A VOLUME OF 10% OF THE TOTAL WQV REQUIRED FROM THE TRIBUTARY AREA.
C. STORM WATER RUNOFF FROM LOTS 2 - 3, AND THE WESTERN PORTION OF SW COLLEGE AVENUE SHALL BE DIRECTED TOWARD BASIN AREA "NL2". THIS BASIN IS UNDER CONSTRUCTION AND HAS BEEN SIZED TO MEET THE MANAGEMENT REQUIREMENTS FOR ITS TRIBUTARY AREA. SITE LEVEL PRACTICES ARE STILL REQUIRED ON LOTS 2 - 3 TO CAPTURE AND TREAT THE WQV AS STATED EARLIER.
D. STORM WATER RUNOFF FROM LOTS 1, AND 4 - 6, AND THE EASTERN PORTION OF SW COLLEGE AVENUE SHALL BE DIRECTED TOWARD THE NORTH LAKE. THIS LAKE IS UNDER CONSTRUCTION AND HAS BEEN SIZED TO MEET THE MANAGEMENT REQUIREMENTS FOR ITS TRIBUTARY AREA. SITE LEVEL PRACTICES ARE STILL REQUIRED ON LOTS 1, AND 4 - 6 TO CAPTURE AND TREAT THE WQV AS STATED EARLIER. STRUCTURAL PRACTICES SHALL BE EMPLOYED EITHER ALONG SW COLLEGE AVENUE OR AT STORM OUTLETS FROM THIS STREET, TO MEET THE WQV TREATMENT REQUIREMENTS FOR THE PROPOSED IMPROVEMENTS WITHIN THE ROW, PRIOR TO DISCHARGE TO THE NORTH CHANNEL OR LAKE AREAS.

5. PROPOSED STORM WATER CONTROLS SHALL BE DESIGNED WITH PROPER ACCESS FOR MAINTENANCE, AND WITH LANDSCAPING APPROPRIATE FOR EXPECTED MOISTURE CONDITIONS (ENCOURAGED TO USE MATERIALS NATIVE TO THE STATE OF IOWA, OR THOSE LISTED WITHIN THE PRAIRIE TRAIL PATTERN BOOK). UPON SUBMITTAL OF CONSTRUCTION PLANS FOR THESE IMPROVEMENTS, PROPER PROCEDURES FOR OPERATION AND MAINTENANCE SHALL BE PROVIDED TO INCLUDE PROGRAMS FOR SEDIMENT AND TRASH REMOVAL, LANDSCAPE ESTABLISHMENT AND MAINTENANCE, AND ELIMINATION OF INVASIVE OR NUISANCE SPECIES, ETC.

THE ESTIMATED TIMELINE FOR CONSTRUCTION OF THE EASTERN PORTION LOTS IS AS FOLLOWS:
(FROM ORIGINAL NEIGHBORHOOD PLAN)

ROUGH GRADING	APRIL – JUNE 2008
UTILITIES	MAY – AUGUST 2008
STREETS	JULY – NOV 2008
FINISHED GRADING & STABILIZATION	OCT – APRIL 2009
STREET TREES AND LIGHTING	NOV – MAY 2009

THE ESTIMATED TIMELINE FOR CONSTRUCTION OF THE WESTERN PORTION IS AS FOLLOWS:
(FROM ORIGINAL NEIGHBORHOOD PLAN)

ROUGH GRADING	JULY – AUGUST 2008
UTILITIES	JULY – SEPT 2008
STREETS	JULY – NOV 2008
FINISHED GRADING & STABILIZATION	OCT – NOV 2008
STREET TREES AND LIGHTING	NOV – MAY 2009

THIS CONCEPTUAL LAYOUT PLAN SHOWS GENERAL LOCATIONS FOR FUTURE BUILDINGS, PARKING AREAS, DRIVES AND STORMWATER CONTROL BASINS. FUTURE SITE PLANS WILL DETERMINE FINAL DESIGN LOCATIONS FOR THESE ELEMENTS BUT THE GENERAL ORIENTATION OF THE BUILDINGS AND PARKING TO THE PUBLIC STREET SHOULD FOLLOW THE PATTERN ESTABLISHED HERE.

PRAIRIE TRAIL

Vintage Business Park

AMENDMENT #5

AMENDED NEIGHBORHOOD PLAN / PRELIMINARY PLAT

OWNER:	DEVELOPER:	ZONING:
DRA PROPERTIES, LC 1515 NE 36TH STREET ANKENY, IOWA 50021 PH: (515) 964–9444	DRA PROPERTIES, LC 1515 NE 36TH STREET ANKENY, IOWA 50021 PH: (515) 964–9444	PRAIRIE TRAIL MIXED USE NEIGHBORHOOD PLANNED UNIT DEVELOPMENT (P.U.D)

BUILDING HEIGHT

BUILDING HEIGHT – 45 FEET.

THE HEIGHT OF BUILDINGS WITHIN THE VINTAGE BUSINESS PARK NEIGHBORHOOD MAY EXCEED 45 FEET AT THE DISCRETION OF THE DIRECTOR WHERE IT IS DETERMINED THAT SITE LAYOUT, DESIGN ELEMENTS AND ARCHITECTURAL FEATURES HAVE BEEN PROVIDED IN A MANNER CONSISTENT WITH THE DESIGN PHILOSOPHY OF PRAIRIE TRAIL TO OFFSET THE IMPACTS OF THE TALLER BUILDING.

NARRATIVE: AMENDED PORTIONS UNDERLINED

VINTAGE BUSINESS PARK WILL PROVIDE ANKENY'S PRAIRIE TRAIL WITH LARGE PARCELS FOR OFFICES, RESEARCH BUILDINGS, FLEX WAREHOUSE / LIGHT INDUSTRIAL USES, AND MULTI–FAMILY RESIDENTIAL POSSIBILITIES ON LOTS 2 AND 3. THIS AREA LIES WEST OF SW STATE STREET BETWEEN THE PRECEDENCE SUBDIVISION TO THE SOUTH AND NEIGHBORING JOHN DEERE DES MOINES WORKS TO THE NORTH. THE BUSINESS PARK WILL INCLUDE 11 LOTS RANGING FROM 2 TO 8 ACRES IN SIZE AND COVERING OVER 64 ACRES. THESE LOTS ARE DIVIDED BY NATURAL DRAINAGE WAYS, EXISTING AND FUTURE CITY STREETS, AND NEARBY AMENITIES REFLECTING THE LAYOUT OF THE PRAIRIE TRAIL MASTER PLAN. LOT 'E' IS 15.45 ACRES IN SIZE AND WILL DEFINE THE CITY PARK SURROUNDING THE VINTAGE LAKE. VINTAGE PARK IS OWNED AND MAINTAINED BY THE CITY OF ANKENY.

THE ORIGINAL NEIGHBORHOOD PLAN INCLUDED AN INSERT SHOWING THE PROJECTED BUILDING AND PARKING AREAS IN CONCEPTUAL FORM TO IDENTIFY THE BASIC PATTERN OF DEVELOPMENT AND ESTABLISH THE ORIENTATION GUIDELINE FOR EACH SITE. THESE CONCEPTUAL PADS WILL HELP THE CITY, THE OWNER, AND FUTURE DEVELOPERS UNDERSTAND THE EXPECTATION FOR LOCATING THE BUILDINGS AND PARKING AREAS RELATIVE TO EACH LOT. BUILDINGS ARRANGED TO ADDRESS THE STREET WHILE SCREENING SIDE AND REAR PARKING AREAS ARE COMMON TO THE LOTS FRONTING SW VINTAGE PARKWAY, SW STATE, AND THE NORTH SIDE OF PROPOSED SW MAGAZINE ROAD. LOTS 1–3 REVERSE THIS ORIENTATION TO PROTECT THE PARK, THE TOWN CENTER, AND THE LOTS IN PRECEDENCE. THE BUILDINGS ON THESE LOTS WILL SERVE AS THE BACK DROP FOR THE NORTH LAKE AND IT MAKES SENSE FOR THE FUTURE OCCUPANTS AS WELL AS THE SURROUNDING NEIGHBORHOOD NOT TO CLUTTER THE VIEWS WITH LARGE PARKING AREAS. THE LOTS ALONG SW MAGAZINE ROAD WILL HAVE A 15 FOOT FRONT YARD SETBACK. LOTS 1–3 WILL HAVE A 35 FOOT SETBACK FOR PARKING FROM SW MAGAZINE ROAD IF DEVELOPED AS AN OFFICE USE. ALL OFFICE–ORIENTED PARKING FIELDS WILL BE EFFECTIVELY SCREENED FROM THE PERIMETER STREETS AND THE SOUTH SIDE OF SW MAGAZINE ROAD WITH A 4 FOOT HIGH EARTH BERM AND LANDSCAPING AS DETAILED ON SHEET 6. THE USE OF THE 50 FOOT FRONT YARD SETBACK ALONG SW STATE STREET AND SW VINTAGE PARKWAY COMBINED WITH BERMING AND LANDSCAPING AROUND THE PERIMETER WILL SOFTEN THE NOISE AND VISUAL IMPACT ON THE NEIGHBORS IN PRECEDENCE WHILE ENHANCING VIEWS FROM THE OFFICES. THE BUILDING ORIENTATION, LANDSCAPING AND RICH ARCHITECTURE COMBINE TO CREATE A PLEASANT WORK ENVIRONMENT FOR THE FUTURE EMPLOYEES WHO CAN ALSO ENJOY THE PROXIMITY TO THE PARKS, LAKES, THE DISTRICT AND ADDITIONAL AMENITIES PLANNED.

LOT 1 WILL INCLUDE A MIXED USE OF MULTI FAMILY AND OFFICE SPACE. PROJECTED RESIDENTIAL USES WILL INCLUDE FOR SALE CONDOMINIUMS OVERLOOKING VINTAGE LAKE AS WELL AS FOR RENT APARTMENTS IN A SEPARATE BUILDING. THE RESIDENTIAL BUILDINGS WILL BE LOCATED TO THE SOUTH AND WESTERN PORTIONS OF THE LOT AND THE TOPOGRAPHY MAY ALLOW FOR THE CONSIDERATION OF COVERED PARKING. THE OFFICE USE WILL BE 1–2 STORIES LOCATED IN THE NORTHEAST CORNER NEAR THE INTERSECTION OF MAGAZINE AND STATE ACROSS FROM THE OFFICE BUILDING TO THE NORTH. THIS 3.28 ACRE LOT MAY EITHER BE PLATTED INTO SEPARATE PARCELS OR BECOME PART OF A CONDOMINIUM REGIME.

LOT 2 WILL HAVE THE FLEXIBILITY OF BEING EITHER A MULTI–BUILDING OFFICE CAMPUS OR A TOWNHOME–LIKE RESIDENTIAL NEIGHBORHOOD WITH BUILDINGS LIMITED TO 8 UNITS IN EACH. IF DEVELOPED AS A MULTI–FAMILY NEIGHBORHOOD, THIS 8 ACRE LOT WILL SERVE AS A TRANSITION FROM THE SINGLE–FAMILY PRECEDENCE NEIGHBORHOOD TO THE SOUTH AND THE MULTI–USE LOTS TO THE NORTH AND WILL OVERLOOK VINTAGE LAKE.

LOT 3 WILL HAVE A SIMILAR FLEXIBILITY AT A MUCH SMALLER SCALE, DUE TO THE EXISTING WETLAND AND WATER CONVEYANCE CORRIDORS ALONG THE NORTH AND EAST BOUNDARIES OF THE LOT.

THE ORIGINAL LOT 7 IS NOW PROPOSED TO BE DIVIDED INTO SMALLER LOTS. 6 NEW LOTS ARE PROPOSED TO CREATE AN OFFICE CAMPUS WITH PARKING IN AN OUTLOT THAT WILL BE MANAGED BY AN ASSOCIATION TO ALLOW FOR SHARED USE AND MAINTENANCE. THE NL1 BASIN WILL ALSO BE OWNED AND MAINTAINED BY THE ASSOCIATION. A TRAIL SYSTEM AROUND THE NL1 BASIN IS PLANNED TO CONNECT THE OFFICE PARK AND THE MULTI–SPORT FACILITY PLANNED TO THE WEST. STREET ACCESS TO THE OFFICE CAMPUS WILL ALIGN WITH EXISTING VERA CRUZ LANE ALONG SW MAGAZINE DRIVE AND INGRESS AND EGRESS WILL BE PROVIDED THROUGH THE SITE WITH ADJACENT PROPERTIES ON EACH SIDE. THE POSSIBILITY FOR AN ACCESS OFF A PUBLIC STREET FOR LOT 8 SHALL BE DETERMINED ONCE THE TRAFFIC STUDY HAS BEEN ACCEPTED BY THE CITY. CURRENT ACCESS SHOWN FOR REFERENCE ONLY.

THE PREVAILING ARCHITECTURE FOR VINTAGE BUSINESS PARK WILL INCORPORATE SINGLE AND MULTIPLE–STORY STRUCTURES THAT RELATE TO THE HUMAN SCALE FOR THOSE WHO WORK IN OR TRAVEL THROUGH THE AREA. A MIXTURE OF CLASSIC OFFICE DESIGN WITH HISTORIC EXTERIOR TREATMENT WILL CREATE AN ENVIRONMENT THAT WILL AUGMENT THE PARK AREA AROUND VINTAGE LAKE AND PROVIDE A CLASSIC AND PROMINENT BUFFER BETWEEN THE RESIDENTIAL AREAS TO THE SOUTH AND THE EXISTING MANUFACTURING CAMPUS TO THE NORTH. THE BUILDING DESIGNS SHOULD INCORPORATE DISTINCT DESIGN DIFFERENCES FOR THE LOWER, MIDDLE AND UPPER REACHES OF THE EXTERIOR PRESENCE USING VARIATIONS OF MATERIALS AND HORIZONTAL OFFSETS. DETAILED CORNICE WORK, PROMINENT WINDOW TREATMENT AND MULTIPLE MASONRY DESIGN AND ORIENTATION SHOULD BE IMPLEMENTED. SUGGESTED STYLES TO DRAW FROM WOULD INCLUDE THE LARKIN BUILDING IN BUFFALO, NY (FRANK LLOYD WRIGHT), THE AUDITORIUM BUILDING IN CHICAGO (ADLER AND SULLIVAN), THE CHICAGO NORTHWESTERN OFFICE BUILDING IN CHICAGO (FROST AND GRANGER), THE ALBERT E. KENT BUILDING IN CHICAGO (GEORGE H. EDBROOKE) OR THE YOUNG, QUINLAN BUILDING IN MINNEAPOLIS (MAGNEY AND TUSLER).

THE ARCHITECTURAL DESIGN FOR MULTI–FAMILY ON LOTS 2 AND 3 WILL FOLLOW THE GUIDELINES SET FORTH IN THE PRAIRIE TRAIL PATTERN BOOK ADOPTED IN 2007.

FIVE FOOT SIDEWALKS ARE PROPOSED ALONG PUBLIC STREETS WITH AN 8' TRAIL ON THE NORTH SIDE OF SW VINTAGE PARKWAY. THE CITY OF ANKENY OWNS AND MAINTAINS STREETS AND PUBLIC UTILITIES AS TYPICAL IN OTHER DEVELOPMENTS. LOTS 1–3 AND 5–8 WILL ACCESS SW MAGAZINE ROAD STREET. LOT 4 WILL ACCESS SW STATE STREET. LOTS 8–11 WILL ACCESS SW VINTAGE PARKWAY. POTENTIAL LOCATIONS FOR FULL ACCESS WITH MEDIAN BREAKS AS WELL AS RIGHT–IN / RIGHT–OUT ACCESS FOR LOTS 4, 9, 10, & 11 HAVE BEEN SHOWN ON EXISTING STREETS RELATIVE TO FUTURE STREET LOCATIONS SHOWN ON THE MASTER PLAN. PORTIONS OF SEVERAL LOTS WILL INCLUDE EASEMENTS CREATED TO PROTECT EXISTING AND OR NEWLY CREATED DRAINAGE WAYS. THESE DRAINAGE WAYS CONVEY STORM WATER ALONG AND THROUGH A SERIES OF WATER QUALITY IMPROVEMENTS DEVELOPED AS PART OF THE SAYLOR CREEK PLANS INCLUDING WETLANDS LEADING TO VINTAGE LAKE WITHIN LOT 'E'. THE STORM WATER DETENTION FOR THE MAJORITY OF THE BUSINESS PARK WILL BE HANDLED BY VINTAGE LAKE AND PROMENADE LAKE. INDIVIDUAL SITES WITHIN THE BUSINESS PARK WILL BE RESPONSIBLE FOR CREATING A STORM WATER MANAGEMENT PLAN THAT FOCUSES ON WATER QUALITY. A DETAILED DESCRIPTION OF THE STORM WATER DESIGN REQUIREMENT FOR THIS PROJECT IS INCLUDED.

AT THIS POINT IN TIME SW MAGAZINE ROAD AND SW VINTAGE PARKWAY ARE CONSTRUCTED.

CERTIFICATIONS

STATE OF IOWA ★ ROGER J. SILVER ★ LANDSCAPE ARCHITECT NO. 327 ★ REGISTERED LANDSCAPE ARCHITECT

I HEREBY CERTIFY THAT THIS DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A REGISTERED LANDSCAPE ARCHITECT UNDER THE LAWS OF THE STATE OF IOWA.

PAGES OR SHEETS COVERED BY THIS SEAL: NP–1 – NP–4

SIGNATURE:

NAME: ROGER J. SILVER, REG. No. 327 DATE

ROLL CALL
Plan & Zoning Commission
Ankeny, IA
Date 1 Nays 0 Abstain – Absent 2
Ayes 4 Chairperson
APPROVED
Secretary

THAREN J. HELGERSON LICENSED 18530 IOWA PROFESSIONAL LAND SURVEYOR

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

PAGES OR SHEETS COVERED BY THIS SEAL: NP–2 & NP–3 & NP–4

SIGNATURE:

NAME: THAREN J. HELGERSON, L.S. NO. 18530 DATE

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2022 DATE OF SURVEY: 01NOV07

RECEIVED
FEB 24 2022
CITY OF ANKENY
PLANNING DIVISION

1250 SW STATE STREET, SUITE A
ANKENY, IOWA 50023–2555
(515) 965–0123 phone - (515) 965–3322 fax
Civil Engineering - Land Surveying
Landscape Architecture
NILES ASSOCIATES

REVISIONS:
1) 01/21/08 ORIGINAL NEIGHBORHOOD PLAN
2) 09/18/08 AMENDMENT #1 (SW VINTAGE PKWY ALIGNMENT)
3) 08/03/15 AMENDMENT #2 (LOT 1 - THE COVE)
4) 08/03/15 AMENDMENT #3 (LOT 2 - THE COVE)
5) 05/20/21 AMENDMENT #4 (LOT 1 - 7 THE COLLIER)
6) 12/22/21 AMENDMENT #5 (LOT 7)
7) 02/22/22 NARRATIVE REVISION

NOTICE: NILES ASSOCIATES, INC. OWNERS AND ALL RESPONSIBILITY AND LIABILITY FOR THE USE OF THESE PLANS, SPECIFICATIONS, AND FOR ENSURING THAT ALL DESIGNS, DRAWINGS, AND THE ENGINEERING WORK THEY CONVEY, OR TO OBTAIN AND/OR FOLLOW THE ENGINEERS RECOMMENDATIONS, AND ALL CONSTRUCTION SHALL BE OBSERVED, INCORPORATED, ABSORBED, OR OTHERWISE PERFORMED BY OTHERS.

PROJECT NAME: VINTAGE BUSINESS PARK AT PRAIRIE TRAIL
ANKENY, IOWA

DESCRIPTION: NEIGHBORHOOD PLAN & PRELIMINARY PLAT

NAI NO.:	21241
DATE:	11/16/07
DRAWN BY:	TJH
CHECKED BY:	RJS
SHEET SIZE:	24" X 36"
SHEET TITLE:	NP-1
SHEET NO.:	1/7

V:\NAI 2017\Projects 2017\21241\dwg\21241-NP.dwg

VINTAGE BUSINESS PARK AT PRAIRIE TRAIL

AMENDMENT #5

LEGAL DESCRIPTION – VINTAGE BUSINESS PARK AT PRAIRIE TRAIL

A TRACT OF LAND LOCATED IN THAT PART OF LOT 11 OF JOHN DEERE PLACE, BEING AN OFFICIAL PLAT IN THE CITY OF ANKENY, POLK COUNTY, IOWA; THAT PART OF PARCEL "F", AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 11295, PAGES 669–674; THAT PART OF PARCEL "G", AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 11295, PAGES 669–674; THAT PART OF PARCEL "H", AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 11295, PAGES 669–674; ALL OF WHICH IS LOCATED IN SECTION 27, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPLE MERIDIAN, IN THE CITY OF ANKENY, POLK COUNTY, IOWA; PARCEL "C" OF PARCEL "H", AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 11993, PAGE 396, WHICH IS LOCATED IN SECTION 22, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPLE MERIDIAN, IN THE CITY OF ANKENY, POLK COUNTY, IOWA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH QUARTER CORNER OF SAID SECTION 27; THENCE NORTH 89°57'40" EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 27, A DISTANCE OF 2362.29 FEET, TO THE EAST LINE OF LOT 1 OF JOHN DEERE ACRES, AN OFFICIAL PLAT IN THE CITY OF ANKENY, POLK COUNTY, IOWA; THENCE NORTH 00°02'27" EAST, ALONG SAID EAST LINE OF LOT 1 OF JOHN DEERE ACRES, A DISTANCE OF 1146.29 FEET, TO THE WESTERLY RIGHT–OF–WAY LINE OF SW STATE STREET; THENCE SOUTH 25°32'25" EAST, ALONG SAID WESTERLY RIGHT–OF–WAY LINE OF SW STATE STREET, A DISTANCE OF 34.40 FEET; THENCE SOUTHEASTERLY 1599.52 FEET, ALONG A CURVE TO THE RIGHT, TANGENT TO THE LAST DESCRIBED LINE, CONTINUING ALONG SAID WESTERLY RIGHT–OF–WAY LINE OF SW STATE STREET, HAVING A RADIUS OF 2221.83 FEET, A DELTA ANGLE OF 41°14'52" AND A CHORD DISTANCE OF 1565.20 FEET WHICH BEARS SOUTH 04°54'59" EAST; THENCE SOUTH 15°42'27" WEST, TANGENT TO THE LAST DESCRIBED CURVE, CONTINUING ALONG SAID WESTERLY RIGHT–OF–WAY LINE OF SW STATE STREET, A DISTANCE OF 1328.24 FEET, TO THE NORTH LINE OF PRECEDENCE AT PRAIRIE TRAIL PLAT 1; THENCE NORTH 32°30'34" WEST, ALONG SAID NORTH LINE OF PRECEDENCE AT PRAIRIE TRAIL PLAT 1, A DISTANCE OF 44.74 FEET; THENCE NORTHWESTERLY 862.48 FEET, ALONG A CURVE TO THE RIGHT, NOT–TANGENT TO THE LAST DESCRIBED LINE, CONTINUING ALONG SAID NORTH LINE OF PRECEDENCE AT PRAIRIE TRAIL PLAT 1, HAVING A RADIUS OF 2050.00 FEET, A DELTA ANGLE OF 24°06'20" AND A CHORD DISTANCE OF 856.13 FEET WHICH BEARS NORTH 68°40'26" WEST; THENCE NORTH 56°37'16" WEST, TANGENT TO THE LAST DESCRIBED CURVE, CONTINUING ALONG SAID NORTH LINE OF PRECEDENCE AT PRAIRIE TRAIL PLAT 1, A DISTANCE OF 852.38 FEET; THENCE NORTHWESTERLY 221.07 FEET, ALONG A CURVE TO THE LEFT, TANGENT TO THE LAST DESCRIBED LINE, CONTINUING ALONG SAID NORTH LINE OF PRECEDENCE AT PRAIRIE TRAIL PLAT 1, HAVING A RADIUS OF 2950.50 FEET, A DELTA ANGLE OF 04°17'34" AND A CHORD DISTANCE OF 221.02 FEET WHICH BEARS NORTH 58°46'03" WEST; THENCE NORTHWESTERLY 474.89 FEET ALONG A CURVE TO THE LEFT, TANGENT TO THE LAST DESCRIBED CURVE, HAVING A RADIUS OF 948.00 FEET, A DELTA ANGLE OF 28°42'06" AND A CHORD DISTANCE OF 469.94 FEET WHICH BEARS NORTH 75°15'53" WEST; THENCE NORTH 89°36'56" WEST, TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 715.45 FEET; THENCE NORTHWESTERLY 681.56 FEET, ALONG A CURVE TO THE RIGHT, TANGENT TO THE LAST DESCRIBED LINE, HAVING A RADIUS OF 1052.00 FEET, A DELTA ANGLE OF 37°07'14" AND A CHORD DISTANCE OF 669.71 FEET WHICH BEARS NORTH 71°03'19" WEST; THENCE NORTH 52°29'42" WEST, TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 162.85 FEET; THENCE NORTHWESTERLY 621.33 FEET, ALONG A CURVE TO THE LEFT, TANGENT TO THE LAST DESCRIBED LINE, HAVING A RADIUS OF 948.00 FEET, A DELTA ANGLE OF 37°33'09" AND A CHORD DISTANCE OF 610.27 FEET WHICH BEARS NORTH 71°16'17" WEST; THENCE SOUTH 89°57'08" WEST, TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 354.51 FEET, TO THE EASTERLY RIGHT–OF–WAY LINE OF SW IRVINEDALE DRIVE; THENCE NORTH 09°30'41" EAST, ALONG SAID EASTERLY RIGHT–OF–WAY LINE OF SW IRVINEDALE DRIVE, A DISTANCE OF 101.41 FEET, TO THE SOUTH LINE OF LOT 1 OF SAID JOHN DEERE ACRES; THENCE NORTH 89°57'08" EAST, ALONG SAID SOUTH LINE OF LOT 1 OF JOHN DEERE ACRES, A DISTANCE OF 2100.20 FEET, TO THE WEST LINE OF SAID LOT 11 OF JOHN DEERE PLACE; THENCE NORTH 00°02'52" WEST, ALONG SAID WEST LINE OF LOT 11 OF JOHN DEERE PLACE, A DISTANCE OF 50.00 FEET, TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 27; THENCE NORTH 89°57'08" EAST, ALONG SAID NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 27, A DISTANCE OF 317.92 FEET TO THE POINT OF BEGINNING, CONTAINING 95.33 ACRES MORE OR LESS.

SAID TRACT SUBJECT TO ANY AND ALL EASEMENTS, COVENANTS AND RESTRICTIONS OF RECORD.

LEGEND

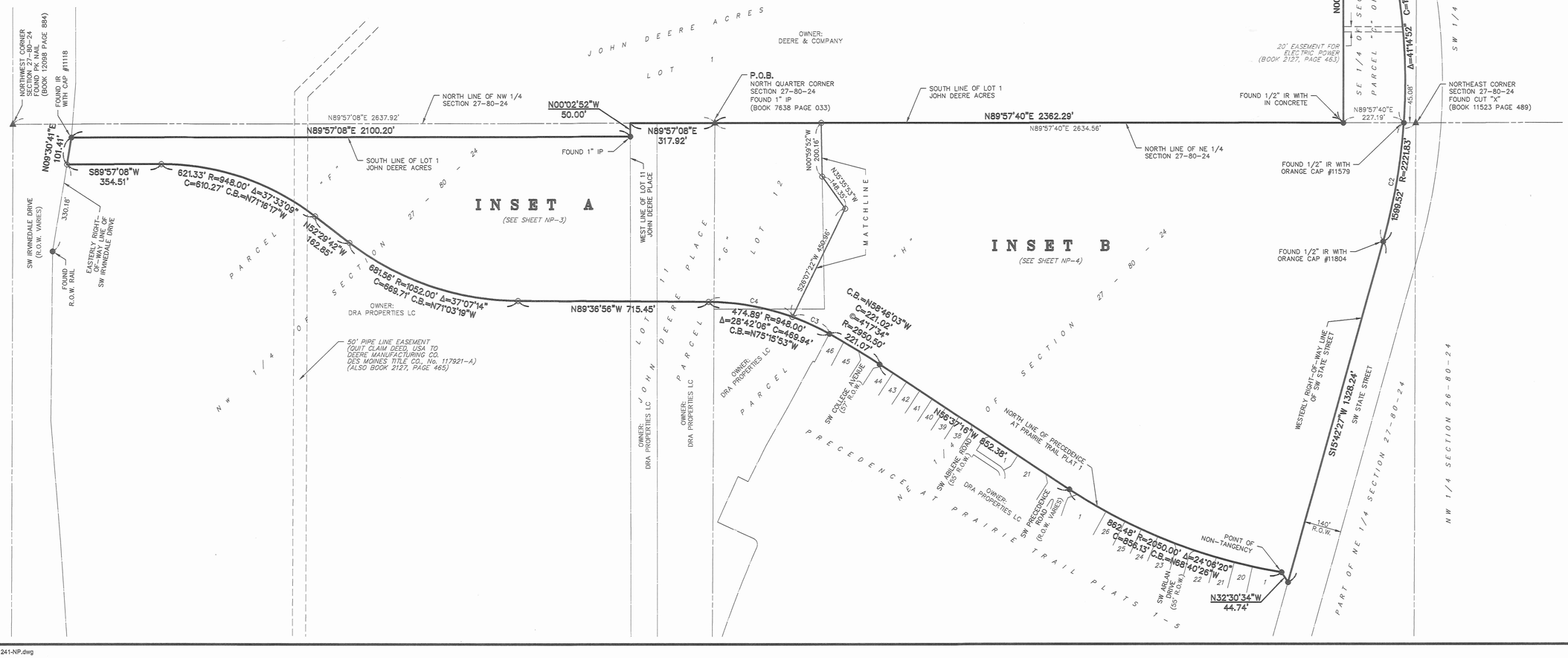
▲	FOUND SECTION CORNER
●	FOUND 5/8" IR WITH YELLOW CAP #12106 UNLESS OTHERWISE NOTED
○	SET MONUMENT USING 5/8" IR WITH RED CAP #18530
R.O.W.	RIGHT–OF–WAY
IR	ROUND IRON REBAR
IP	ROUND IRON PIPE
(R)	RECORDED
1234	PROPOSED ADDRESS
	SUBJECT PROPERTY BOUNDARY LINE
	SECTION LINE
	EXISTING PROPERTY LINE
	PROPOSED PROPERTY LINE
	EXISTING EASEMENT LINE
	PROPOSED EASEMENT LINE
	15' BUILDING SETBACK LINE UNLESS OTHERWISE NOTED

NORTH

200 0 100

SCALE: 1" = 200'

CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA ANGLE	TANGENT	CHORD DISTANCE	CHORD BEARING
C1	1147.70	2221.83	29°35'47"	586.96	1134.98	N10°44'31"W
C2	451.82	2221.83	11°39'05"	226.69	451.04	N09°52'55"E
C3	152.76'	948.00'	9°13'58"	76.55'	152.60'	N65°31'49"W
C4	322.13'	948.00'	19°28'08"	162.63'	320.58'	N79°52'52"W



1250 SW STATE STREET, SUITE A
ANKENY, IOWA 50023-2555
(515) 965-0123 phone - (515) 965-3322 fax
Civil Engineering - Land Surveying
Landscape Architecture

NILES ASSOCIATES

REVISIONS:
1) 9/27/06 ORIGINAL NEIGHBORHOOD PLAN
2) 11/17/06 AMENDMENT #1 (SW IVINDALE PKWY ALIGNMENT)
3) 11/17/06 AMENDMENT #2 (BUILDING HEIGHT)
4) 08/06/15 AMENDMENT #3 (LOT 2 - THE COVE)
5) 08/06/15 AMENDMENT #4 (LOT 1 - THE OUTLIER)
6) 01/07/22 AMENDMENT #5 (LOT 7)
7) 02/21/22 NARRATIVE REVISION

NOTICE: NILES ASSOCIATES, INC. WAIVES ANY AND ALL LIABILITY AS TO THE ACCURACY OF PRINTS WHICH ARISE FROM FAILURE TO THE CONTRACTOR OR HIS AGENTS TO FOLLOW THE DIMENSIONS WHERE THEY CONFLICT, OR TO FOLLOW ANY OTHER INSTRUCTIONS GIVEN ON THESE PRINTS AND/OR FOR ANY DEPARTURES OR ERRORS WHICH MAY BE MADE IN ACCORDANCE WITH RESPECT TO ANY ERRORS, OMISSIONS OR DISCREPANCIES WHICH MAY OR COMPLETES WHICH ARE ALLEGED.

PROJECT NAME: VINTAGE BUSINESS PARK AT PRAIRIE TRAIL
ANKENY, IOWA

DESCRIPTION: NEIGHBORHOOD PLAN & PRELIMINARY PLAT - OVERVIEW

NAI NO.:	21241
DATE:	11/16/07
DRAWN BY:	TJH
CHECKED BY:	RJS
SHEET SIZE:	24" X 36"
SHEET TITLE:	NP-2
SHEET NO.:	2/7

V:\NAI 2017\Projects 2017\21241\dwg\21241-NP.dwg

VINTAGE BUSINESS PARK AT PRAIRIE TRAIL

INSET A

LEGEND

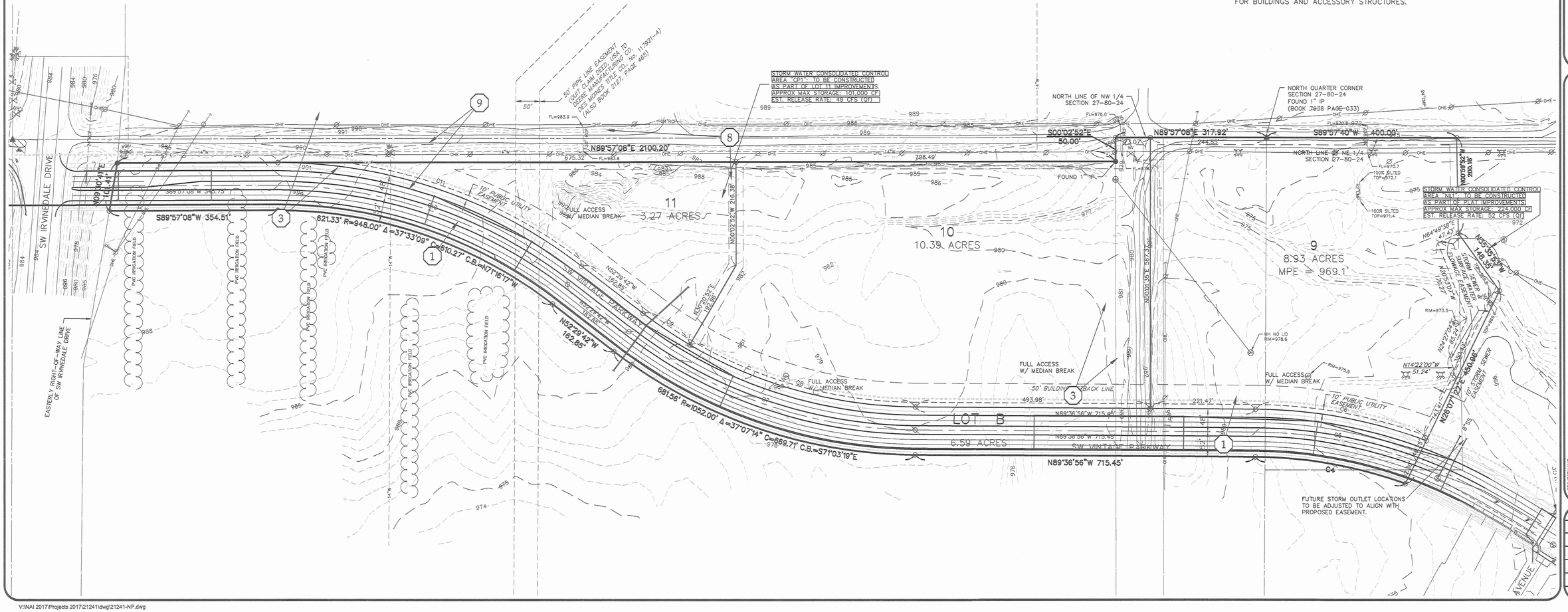
▲	FOUND SECTION CORNER
●	FOUND 5/8" IR WITH YELLOW CAP #12106 UNLESS OTHERWISE NOTED
○	SET MONUMENT USING 5/8" IR WITH RED CAP #18530
R.O.W.	RIGHT-OF-WAY
IR	ROUND IRON REBAR
IP	ROUND IRON PIPE
(R)	RECORDED
1234	PROPOSED ADDRESS
	SUBJECT PROPERTY BOUNDARY LINE
	SECTION LINE
	EXISTING PROPERTY LINE
	PROPOSED PROPERTY LINE
	EXISTING EASEMENT LINE
	PROPOSED EASEMENT LINE
	15' BUILDING SETBACK LINE UNLESS OTHERWISE NOTED

NORTH

100 0 50

SCALE: 1" = 100'

CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA ANGLE	TANGENT	CHORD DISTANCE	CHORD BEARING
C1	1147.70	2221.83	29°35'47"	586.96	1134.98	N10°44'31"W
C2	451.82	2221.83	11°39'05"	226.69	451.04	N09°52'55"E
C3	152.76'	948.00'	9°13'58"	76.55'	152.60'	N65°31'49"W
C4	322.13'	948.00'	19°28'08"	162.63'	320.58'	N79°52'52"W
C5	345.51'	1000.00'	19°47'46"	174.49'	343.79'	N79°43'03"W
C6	367.08'	1048.00'	20°04'09"	185.44'	365.21'	N79°34'52"W
C7	647.87'	1000.00'	37°07'14"	335.76'	636.60'	S71°03'19"E
C8	497.86'	952.00'	29°57'48"	254.76'	492.20'	S74°38'02"E
C9	118.92'	952.00'	7°09'25"	59.54'	118.84'	S56°04'25"E
C10	655.42'	1000.00'	37°33'09"	339.97'	643.75'	N71°16'17"W
C11	686.88'	1048.00'	37°33'09"	356.28'	674.65'	N71°16'17"W



PUBLIC / PRIVATE IMPROVEMENT NOTES

1. FUTURE IMPROVEMENTS SHOWN FOR VINTAGE PARKWAY ARE TAKEN FROM PRELIMINARY STREET PLANS PREPARED BY SNYDER AND ASSOCIATES. DEVELOPMENT WITHIN VINTAGE BUSINESS PARK AND FUTURE PLANNED RESIDENTIAL DEVELOPMENT TO THE SOUTH MAY REQUIRE AMENDMENTS TO THE PLANS PROVIDED TO ACCOMODATE ACCESS LOCATIONS AND UTILITY SERVICES.

2. AS PART OF FINAL CONSTRUCTION DOCUMENTS, EACH DEVELOPED LOT SHALL BE PROVIDED AN 8" WATER SERVICE AND 8" SANITARY SERVICE TO ALLOW FOR EACH BUILDING TO BE PROVIDED WITH SEPARATE SERVICES AS SITE PLANS ARE PREPARED. FOR LOTS ON THE SAME SIDE OF THE STREET AS A WATER MAIN, THE REQUIREMENT FOR AN 8" WATER SERVICE SHALL BE WAIVED, AND CONNECTION POINTS ESTABLISHED AS INDIVIDUAL SITE PLANS ARE DEVELOPED.

3. A 12" WATER MAIN IS CURRENTLY PROPOSED ON THE SOUTH SIDE OF VINTAGE PARKWAY. FUTURE WATER TOWER IMPROVEMENTS IN THE AREA MAY REQUIRE INSTALLATION OF AN ADDITIONAL 16" WATER MAIN ON THE NORTH SIDE OF VINTAGE PARKWAY, WHICH WOULD REDUCE THE MAIN SIZE REQUIREMENT ON THE SOUTH SIDE TO 8". THIS SHALL BE DETERMINED PRIOR TO CONSTRUCTION OF THE REMAINING SECTIONS OF VINTAGE PARKWAY.

4. A 8" WATER MAIN IS CURRENTLY PROPOSED ON THE SOUTH SIDE OF MAGAZINE ROAD. FUTURE WATER TOWER IMPROVEMENTS IN THE AREA MAY REQUIRE THIS MAIN TO BE INCREASED TO 16". THIS SHALL BE DETERMINED PRIOR TO CONSTRUCTION OF MAGAZINE ROAD.

5. THERE IS A POTENTIAL TO INTERCEPT AND REROUTE PORTIONS OF EXISTING SANITARY SEWER MAINS ACROSS LOTS 3, 6, AND 7; IF NECESSARY TO FACILITATE DEVELOPMENT. EASEMENTS SHALL BE PROVIDED AT THE TIME OF FINAL PLAT PREPARATION FOR EXISTING AND PROPOSED MAINS WHICH ARE TO REMAIN IN SERVICE. REALIGNMENTS THAT MAY AFFECT SEWER SIZE UNDER PUBLIC STREETS WILL NEED TO BE DETERMINED PRIOR TO APPROVAL OF CONSTRUCTION DRAWINGS FOR THESE SEGMENTS. THE EXTENT OF WHICH ABANDONED UTILITIES (WATER AND SANITARY SEWER) WILL BE REMOVED OR ABANDONED IN PLACE WILL BE DETERMINED AT TIME OF SITE PLAN REVIEW.

6. SANITARY SEWER DEPTH MAY INFLUENCE FINAL FINISHED FLOOR ELEVATIONS ON LOT 2, DEPENDING ON FINAL SITE PLAN LAYOUT.

7. PRIOR TO, OR AS PART OF THIS DEVELOPMENT; SANITARY SEWER SHALL BE EXTENDED AS SHOWN TO PROVIDE SERVICE TO LOTS 1, 4, AND 5.

8. UPON DEVELOPMENT OF A SITE PLANS FOR LOTS 9 AND 11, A DRAINAGE EASEMENT SHALL BE PROVIDED ACROSS THE SITE TO ENCOMPASS THE ULTIMATE STORM WATER FLOW PATH FOR OFF-SITE DRAINAGE AND STORM WATER MANAGEMENT IMPROVEMENTS RELATED TO CONSOLIDATED CONTROLS.

9. PROVIDE CONNECTION AT APPROPRIATE LOCATION TO EXISTING 14" WATER MAIN SERVING JOHN DEERE, AS PART OF WATER MAIN IMPROVEMENTS TO RUN PARALLEL TO SW VINTAGE PARKWAY. EXISTING 14" MAIN TO BE ABANDONED SOUTH OF VINTAGE PARKWAY.

MINIMUM SETBACKS:

FRONT YARD:
- 50' ALONG SW STATE STREET & SW VINTAGE PARKWAY
- 15' ALONG SW MAGAZINE ROAD
- LOTS 1-3: 35' PARKING SETBACK FOR OFFICE USES

SIDE YARD – 15'
REAR YARD – 15'

NOTE: REFER TO P.U.D. GUIDELINES FOR ADDITIONAL SETBACK RESTRICTIONS FOR BUILDINGS AND ACCESSORY STRUCTURES.

AMENDMENT #5

1250 SW STATE STREET, SUITE A
ANKENY, IOWA 50023-2555
(515) 965-0123 phone - (515) 965-3322 fax
Civil Engineering - Land Surveying
Landscape Architecture
NILES ASSOCIATES

REVISIONS:
0) ORIGINAL VERSION/PROOF PLAN
1) 06/18/08 AMENDMENT #1 (SW VINTAGE PKWY ALIGNMENT)
2) 11/17/08 AMENDMENT #2 (BUILDING HEIGHT)
3) 03/09/15 AMENDMENT #3 (LOT 9 - THE HOUSE)
4) 09/20/21 AMENDMENT #4 (LOT 1 - THE COOLER)
5) 01/07/22 AMENDMENT #5 (LOT 7)
6) 10/27/22 NARRATIVE REVISION

NOTICE: NILES ASSOCIATES, INC. WAIVES ANY AND ALL LIABILITY AND ASSUMES NO RESPONSIBILITY FOR PROBLEMS WHICH ARISE FROM FAILURE TO FOLLOW THE RECOMMENDATIONS CONTAINED IN THE ENGINEERING INTENT THEY CONVEY, OR FOR PROBLEMS ARISING FROM FAILURE BY OTHERS TO OBTAIN AND/OR FOLLOW THE ENGINEERS OBSERVATIONS, INTERPRETATIONS, AMENDMENTS OBSERVANCE, INTERSPECIES, AMENDMENTS OR CONFLICTS WHICH ARE ALLEGED.

PROJECT NAME: VINTAGE BUSINESS PARK AT PRAIRIE TRAIL
ANKENY, IOWA

DESCRIPTION: NEIGHBORHOOD PLAN & PRELIMINARY PLAT - WEST 1/2

NAI NO.:	21241
DATE:	11/16/07
DRAWN BY:	TJH
CHECKED BY:	RJS
SHEET SIZE:	24" X 36"
SHEET TITLE:	NP-3
SHEET NO.:	3/7

V:\NAI 2017\Projects 2017\21241\dwg\21241-NP.dwg

VINTAGE BUSINESS PARK AT PRAIRIE TRAIL

AMENDMENT #5

LEGEND

▲	FOUND SECTION CORNER
●	FOUND 5/8" IR WITH YELLOW CAP #12106 UNLESS OTHERWISE NOTED
○	SET MONUMENT USING 5/8" IR WITH YELLOW CAP #12106
R.O.W.	RIGHT-OF-WAY
IR	ROUND IRON ROD
IP	ROUND IRON PIPE
(R)	RECORDED
1234	PROPOSED ADDRESS
	SUBJECT PROPERTY BOUNDARY LINE
	SECTION LINE
	EXISTING PROPERTY LINE
	PROPOSED PROPERTY LINE
	EXISTING EASEMENT LINE
	PROPOSED EASEMENT LINE
	15' BUILDING SETBACK LINE UNLESS OTHERWISE NOTED

MINIMUM SETBACKS:

FRONT YARD:
- 50' ALONG SW STATE STREET & SW VINTAGE PARKWAY
- 15' ALONG SW MAGAZINE ROAD
- LOTS 1–3: 35' PARKING SETBACK FOR OFFICE USES

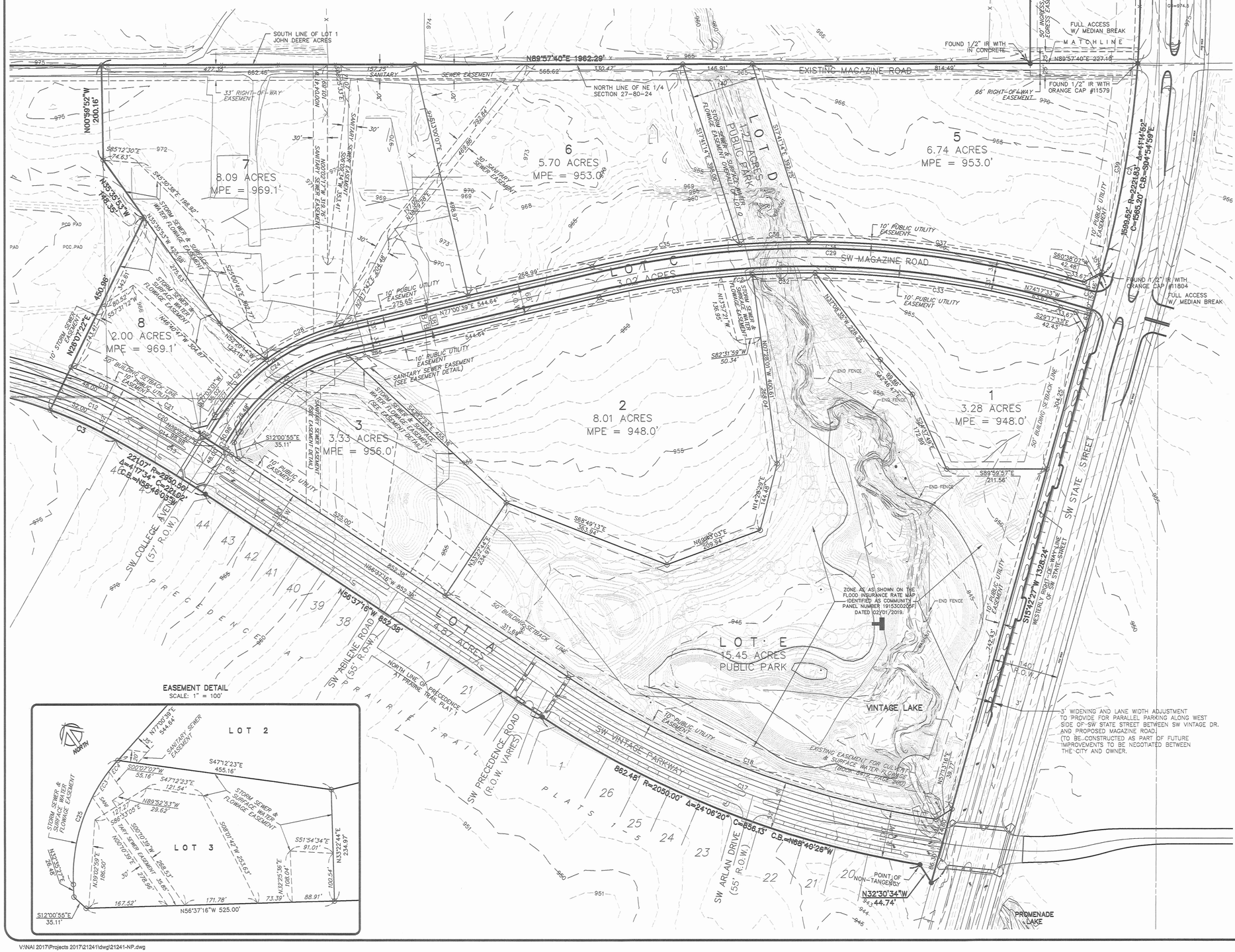
SIDE YARD – 15'
REAR YARD – 15'

NOTE: REFER TO P.U.D. GUIDELINES FOR ADDITIONAL SETBACK RESTRICTIONS FOR BUILDINGS AND ACCESSORY STRUCTURES.

INSET B

NORTH

100 0 50
SCALE: 1" = 100'



EASEMENT DETAIL
SCALE: 1" = 100'

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA ANGLE	TANGENT	CHORD DISTANCE	CHORD BEARING
C1	1147.70'	2221.83'	29°35'47"	586.96'	1134.98'	N10°44'31"W
C2	451.82'	2221.83'	11°39'05"	226.69'	451.04'	N09°52'55"E
C3	152.76'	948.00'	9°13'58"	76.55'	152.60'	N65°31'49"W
C4	322.13'	948.00'	19°28'08"	162.63'	320.58'	N79°52'52"W
C5	345.51'	1000.00'	19°47'46"	174.49'	343.79'	N79°43'03"W
C6	367.08'	1048.00'	20°04'09"	185.44'	365.21'	N79°34'52"W
C7	647.87'	1000.00'	37°07'14"	335.76'	636.60'	S71°03'19"E
C8	497.86'	952.00'	29°57'48"	254.76'	492.20'	S74°38'02"E
C9	118.92'	952.00	7°09'25"	59.54	118.84'	S56°04'25"E
C10	655.42'	1000.00'	37°33'09"	339.97'	643.75'	N71°16'17"W
C11	686.88'	1048.00'	37°33'09"	356.28'	674.65'	N71°16'17"W
C12	155.43'	1000.00'	8°54'20"	77.87'	155.27'	N65°22'00"W
C13	224.96'	3002.50'	4°17'34"	112.53'	224.91'	N58°46'03"W
C14	183.66'	3002.50'	3°30'17"	91.86'	183.63'	N59°09'42"W
C15	41.31'	3002.50'	0°47'18"	20.65'	41.31'	N57°00'55"W
C16	880.08'	1998.00'	25°14'16"	447.30'	872.99'	S69°14'24"E
C17	838.74'	1950.00'	24°38'39"	425.96'	832.29'	S68°56'35"E
C18	157.90'	1048.00'	8°37'57"	79.10'	157.75'	N65°13'49"W
C19	228.56'	3050.50'	4°17'35"	114.33'	228.51'	N58°46'03"W
C20	129.06'	3050.50'	2°25'27"	64.54'	129.05'	N59°42'07"W
C21	129.06'	3050.50'	2°25'27"	64.54'	129.05'	N59°42'07"W
C22	57.53'	3050.50	1°04'50"	28.77	57.53	N57°56'59"W
C23	41.97'	3050.50	0°47'18"	20.98	41.97	N57°00'55"W
C24	310.11'	400.00'	44°25'13"	163.32	302.40	S54°48'03"W
C25	284.53'	367.00	44°25'13"	149.85	277.45	S54°48'03"W
C26	335.70'	433.00	44°25'13"	176.79	327.35	S54°48'03"W
C27	160.38'	433.00	21°13'18"	81.12	159.46	S43°12'06"W
C28	175.32'	433.00	23°11'55"	88.88	174.12	S65°24'42"W
C29	1001.70'	2000.00	28°41'48"	511.59	991.26	N88°38'27"W
C30	985.17'	1967.00	28°41'48"	503.15	974.91	N88°38'27"W
C31	327.36'	1967.00	9°32'08"	164.06	326.99	S81°46'43"W
C32	132.63'	1967.00	3°51'48"	66.34	132.60	S88°28'41"W
C33	525.18'	1967.00	15°17'52"	264.16	523.62	N81°56'29"W
C34	1018.23'	2033.00	28°41'48"	520.03	1007.62	N88°38'27"W
C35	316.01'	2033.00	8°54'22"	158.32	315.69	S81°27'50"W
C36	145.42'	2033.00	4°05'54"	72.74	145.39	S87°57'58"W
C37	556.80'	2033.00'	15°41'32"	280.15'	555.06'	N82°08'19"W
C38	5.61'	2221.83'	0°08'41"	2.81'	5.61'	N15°38'07"E
C39	446.20'	2221.83'	11°30'23"	223.85'	445.45'	N09°48'34"E
EC1	81.09'	433.00'	10°43'46"	40.66'	80.97'	S37°57'20"W
EC2	65.92'	1967.00'	1°55'12"	32.96'	65.91'	S85°35'11"W
EC3	64.73'	367.00'	10°06'19"	32.45'	64.64'	S67°18'32"W
EC4	29.78'	367.00'	4°38'58"	14.90'	29.77'	S74°41'10"W

1250 SW STATE STREET, SUITE A
ANKENY, IOWA 50023-2565
(515) 965-0123 phone - (515) 965-3322 fax
Civil Engineering - Land Surveying
Landscape Architecture
NILES ASSOCIATES

REVISIONS:
1) 09/21/06 ORIGINAL NEIGHBORHOOD PLAN
2) 11/17/06 AMENDMENT #1 (REVISED ROADWAY ALIGNMENT)
3) 08/06/15 AMENDMENT #3 (LOT 2 - THE COVE)
4) 08/01/16 AMENDMENT #4 (LOT 3 - THE COLLIER)
5) 01/07/22 AMENDMENT #5 (LOT 7)
7) 06/21/22 NARRATIVE REVISION

NOTICE: NILES ASSOCIATES, INC. WAIVES ANY AND ALL WARRANTIES AND ASSUMES NO RESPONSIBILITY FOR ANY PROBLEMS WHICH ARISE FROM FAILURE TO FOLLOW THESE PLANS IN THE CONSTRUCTION OF THE CONTRACTED IMPROVEMENTS, AND FOR PROBLEMS WHICH ARISE FROM FAILURE TO OBTAIN AND FOLLOW GEOTECHNICAL GUIDANCE WITH RESPECT TO ANY ERRORS, OMISSIONS OR CONFLICTS WHICH ARE ALLEGED.

PROJECT NAME: VINTAGE BUSINESS PARK AT PRAIRIE TRAIL
ANKENY, IOWA

DESCRIPTION: NEIGHBORHOOD PLAN & PRELIMINARY PLAT - EAST 1/2

NAI NO.:	21241
DATE:	11/16/07
DRAWN BY:	TJH
CHECKED BY:	RJS
SHEET SIZE:	24" X 36"
SHEET TITLE:	NP-4
SHEET NO.:	4/7

V:\NAI 2017\Projects 2017\21241\dwg\21241-NP.dwg

VINTAGE BUSINESS PARK AT PRAIRIE TRAIL

AMENDMENT #5

PUBLIC / PRIVATE IMPROVEMENT NOTES

1. FUTURE IMPROVEMENTS SHOWN FOR VINTAGE PARKWAY ARE TAKEN FROM PRELIMINARY STREET PLANS PREPARED BY SNYDER AND ASSOCIATES. DEVELOPMENT WITHIN VINTAGE BUSINESS PARK AND FUTURE PLANNED RESIDENTIAL DEVELOPMENT TO THE SOUTH MAY REQUIRE AMENDMENTS TO THE PLANS PROVIDED TO ACCOMODATE ACCESS LOCATIONS AND UTILITY SERVICES.

2. AS PART OF FINAL CONSTRUCTION DOCUMENTS, EACH DEVELOPED LOT SHALL BE PROVIDED AN 8" WATER SERVICE AND 8" SANITARY SERVICE TO ALLOW FOR EACH BUILDING TO BE PROVIDED WITH SEPARATE SERVICES AS SITE PLANS ARE PREPARED. FOR LOTS ON THE SAME SIDE OF THE STREET AS A WATER MAIN, THE REQUIREMENT FOR AN 8" WATER SERVICE SHALL BE WAIVED, AND CONNECTION POINTS ESTABLISHED AS INDIVIDUAL SITE PLANS ARE DEVELOPED.

3. A 12" WATER MAIN IS CURRENTLY PROPOSED ON THE SOUTH SIDE OF VINTAGE PARKWAY. FUTURE WATER TOWER IMPROVEMENTS IN THE AREA MAY REQUIRE INSTALLATION OF AN ADDITIONAL 16" WATER MAIN ON THE NORTH SIDE OF VINTAGE PARKWAY, WHICH WOULD REDUCE THE MAIN SIZE REQUIREMENT ON THE SOUTH SIDE TO 8". THIS SHALL BE DETERMINED PRIOR TO CONSTRUCTION OF THE REMAINING SECTIONS OF VINTAGE PARKWAY.

4. A 8" WATER MAIN IS CURRENTLY PROPOSED ON THE SOUTH SIDE OF MAGAZINE ROAD. FUTURE WATER TOWER IMPROVEMENTS IN THE AREA MAY REQUIRE THIS MAIN TO BE INCREASED TO 16". THIS SHALL BE DETERMINED PRIOR TO CONSTRUCTION OF MAGAZINE ROAD.

5. THERE IS A POTENTIAL TO INTERCEPT AND REROUTE PORTIONS OF EXISTING SANITARY SEWER MAINS ACROSS LOTS 3, 6, AND 7; IF NECESSARY TO FACILITATE DEVELOPMENT. EASEMENTS SHALL BE PROVIDED AT THE TIME OF FINAL PLAT PREPARATION FOR EXISTING AND PROPOSED MAINS WHICH ARE TO REMAIN IN SERVICE. REALIGNMENTS THAT MAY AFFECT SEWER SIZE UNDER PUBLIC STREETS WILL NEED TO BE DETERMINED PRIOR TO APPROVAL OF CONSTRUCTION DRAWINGS FOR THESE SEGMENTS. THE EXTENT OF WHICH ABANDONED UTILITIES (WATER AND SANITARY SEWER) WILL BE REMOVED OR ABANDONED IN PLACE WILL BE DETERMINED AT TIME OF SITE PLAN REVIEW.

6. SANITARY SEWER DEPTH MAY INFLUENCE FINAL FINISHED FLOOR ELEVATIONS ON LOT 2, DEPENDING ON FINAL SITE PLAN LAYOUT.

7. PRIOR TO, OR AS PART OF THIS DEVELOPMENT; SANITARY SEWER SHALL BE EXTENDED AS SHOWN TO PROVIDE SERVICE TO LOTS 1, 4, AND 5.

8. UPON DEVELOPMENT OF A SITE PLANS FOR LOTS 9 AND 11, A DRAINAGE EASEMENT SHALL BE PROVIDED ACROSS THE SITE TO ENCOMPASS THE ULTIMATE STORM WATER FLOW PATH FOR OFF-SITE DRAINAGE AND STORM WATER MANAGEMENT IMPROVEMENTS RELATED TO CONSOLIDATED CONTROLS.

9. PROVIDE CONNECTION AT APPROPRIATE LOCATION TO EXISTING 14" WATER MAIN SERVING JOHN DEERE, AS PART OF WATER MAIN IMPROVEMENTS TO RUN PARALLEL TO SW VINTAGE PARKWAY. EXISTING 14" MAIN TO BE ABANDONED SOUTH OF VINTAGE PARKWAY.

LEGEND

▲	FOUND SECTION CORNER
●	FOUND 5/8" IR WITH YELLOW CAP #12106 UNLESS OTHERWISE NOTED
○	SET MONUMENT USING 5/8" IR WITH YELLOW CAP #12106
R.O.W.	RIGHT-OF-WAY
IR	ROUND IRON ROD
IP	ROUND IRON PIPE
(R)	RECORDED
1234	PROPOSED ADDRESS
	SUBJECT PROPERTY BOUNDARY LINE
	SECTION LINE
	EXISTING PROPERTY LINE
	PROPOSED PROPERTY LINE
	EXISTING EASEMENT LINE
	PROPOSED EASEMENT LINE
	BUILDING SETBACK LINE

TREE & SHRUB PLANTING SCHEDULE

Key	Common / Scientific name	Minimum Size	No.	Root/Comment	Acceptable Cultivars
HB	Hackberry Celtis Occidentalis	2-2 ½" col.	10	B & B or CONT.	
LC	Thornless Honeylocust Gleditsia triacanthos var. inermis	2-2 ½" col.	11	B & B or SPADE	'Skyline' 'Sunburst' 'Shademaster'
BM	Autumn Blaze Maple Acer x freemanii	2-2 ½" col.	12	B & B or SPADE	
SO	Swamp White Oak Quercus bicolor	2-2 ½" col.	10	B & B or SPADE	
RO	Red Oak Quercus rubra	2-2 ½" col.	32	B & B or SPADE	

1250 SW STATE STREET, SUITE A
ANKENY, IOWA 50023-2555
(515) 965-0123 phone - (515) 965-3322 fax
Civil Engineering - Land Surveying
Landscape Architecture
NILES ASSOCIATES

REVISIONS:
1) 05/12/08 ORIGINAL - INCORPORATION OF M.
2) 11/17/08 AMENDMENT #1 (SW VINTAGE PKWY ALIGNMENT)
3) 11/17/08 AMENDMENT #2 (BUILDING HEIGHT)
4) 06/02/15 AMENDMENT #3 (LOT 2 - THE COVE)
5) 06/02/15 AMENDMENT #4 (LOT 1 - THE COLLEGE)
6) 01/07/22 AMENDMENT #5 (LOT 7)
7) 02/21/22 NARRATIVE REVISION

NOTICE: NILES ASSOCIATES, INC. WARNS ANY USER OF THIS PLAN OF THE EXISTENCE OF PROBLEMS WHICH ARISE FROM FAILURE TO FOLLOW THE RECOMMENDATIONS OF THOSE THE ENGINEERING INTENT THEY CONVEY, OR FROM ANY ALTERATION OF THIS PLAN WITHOUT TO FOLLOW RECOMMENDATIONS CONTAINED HEREIN. FURTHER, NILES ASSOCIATES, INC. DISCLAIMS RESPONSIBILITY FOR ANY PROBLEMS WHICH ARISE FROM FAILURE TO HEED THIS NOTICE AND ASSUMES NO LIABILITY FOR DAMAGE WITH RESPECT TO ANY ERRORS, OMISSIONS OR COMPLETES WHICH ARE ALLEGED.

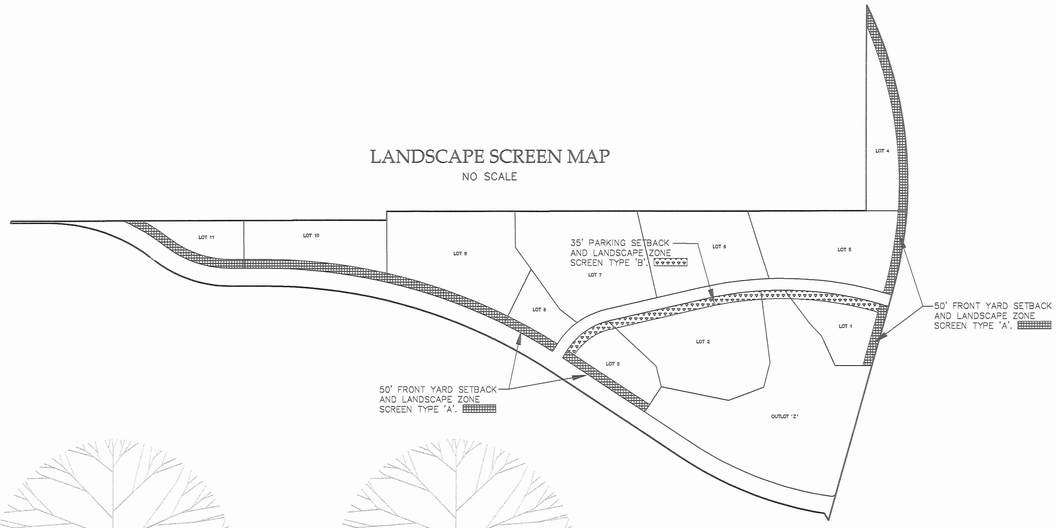
PROJECT NAME: VINTAGE BUSINESS PARK AT PRAIRIE TRAIL
ANKENY, IOWA

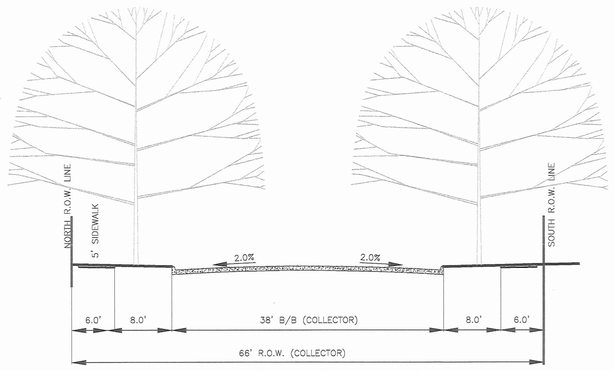
DESCRIPTION: NEIGHBORHOOD PLAN & PRELIMINARY PLAT - SW MAGAZINE ROAD

NAI NO.:	21241
DATE:	11/16/07
DRAWN BY:	TJH
CHECKED BY:	RJS
SHEET SIZE:	24" X 36"
SHEET TITLE:	NP-5
SHEET NO.:	5/7

V:\NAI 2017\Projects 2017\21241\dwg\21241-NP.dwg

LANDSCAPE SCREEN MAP
NO SCALE



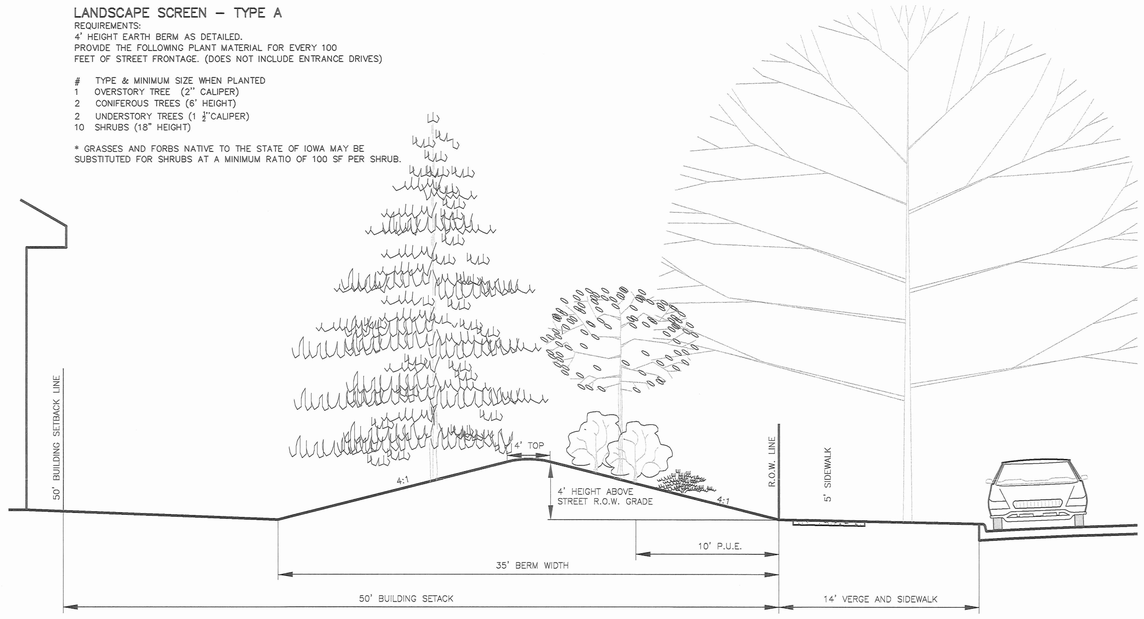


PROPOSED SW MAGAZINE ROAD
SCALE: 1" = 10'

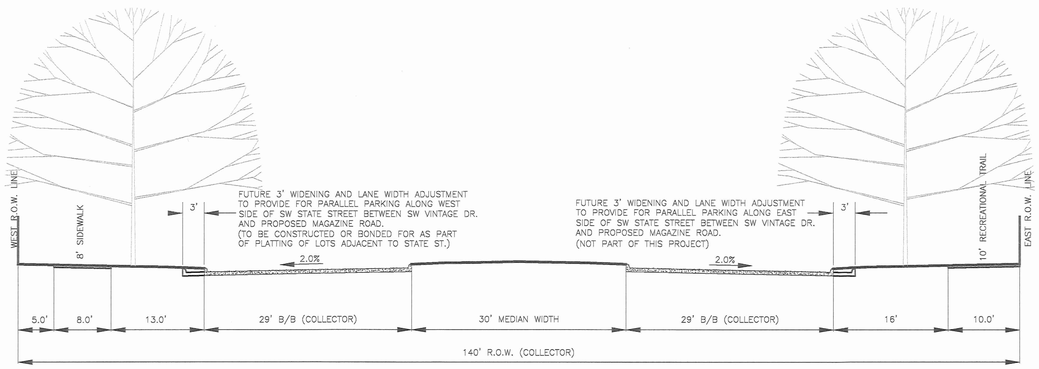
LANDSCAPE SCREEN – TYPE A
REQUIREMENTS:
4' HEIGHT EARTH BERM AS DETAILED.
PROVIDE THE FOLLOWING PLANT MATERIAL FOR EVERY 100 FEET OF STREET FRONTAGE. (DOES NOT INCLUDE ENTRANCE DRIVES)

#	TYPE & MINIMUM SIZE WHEN PLANTED
1	OVERSTORY TREE (2" CALIPER)
2	CONIFEROUS TREES (6' HEIGHT)
2	UNDERSTORY TREES (1 ½" CALIPER)
10	SHRUBS (18" HEIGHT)

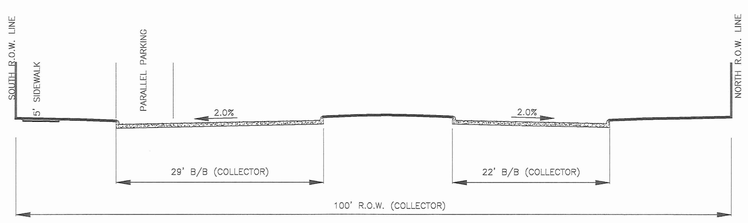
* GRASSES AND FORBS NATIVE TO THE STATE OF IOWA MAY BE SUBSTITUTED FOR SHRUBS AT A MINIMUM RATIO OF 100 SF PER SHRUB.



TYPE 'A' LANDSSCAPE SCREEN & BERM
SCALE: 1" = 5'



SW STATE STREET
SCALE: 1" = 10'

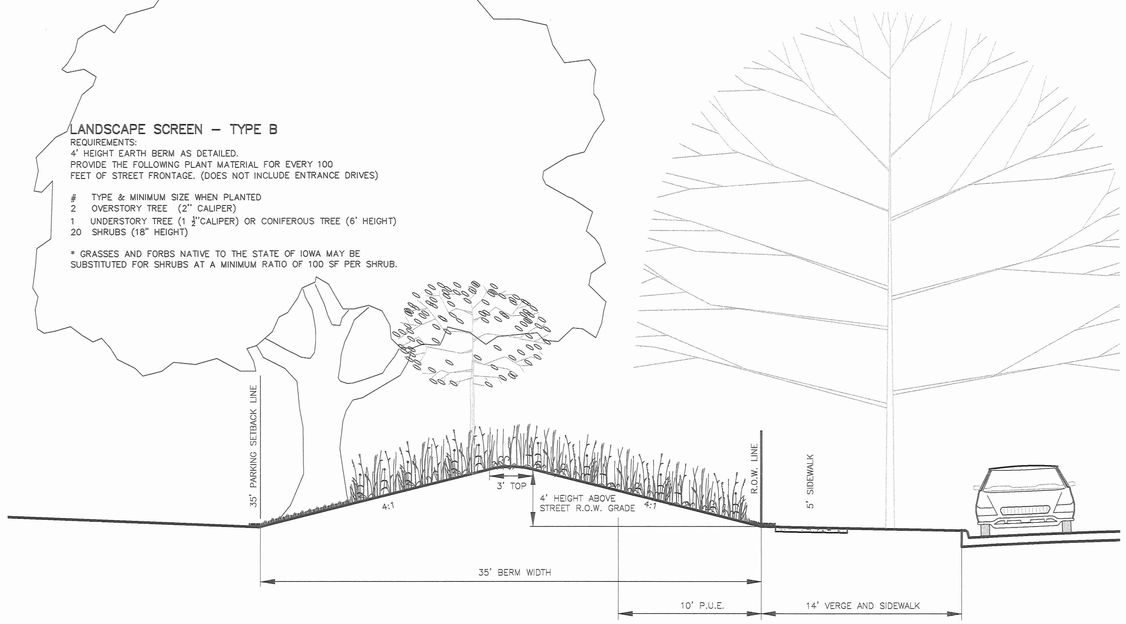


SW VINTAGE PARKWAY
SCALE: 1" = 10'

LANDSCAPE SCREEN – TYPE B
REQUIREMENTS:
4' HEIGHT EARTH BERM AS DETAILED.
PROVIDE THE FOLLOWING PLANT MATERIAL FOR EVERY 100 FEET OF STREET FRONTAGE. (DOES NOT INCLUDE ENTRANCE DRIVES)

#	TYPE & MINIMUM SIZE WHEN PLANTED
2	OVERSTORY TREE (2" CALIPER)
1	UNDERSTORY TREE (1 ½"CALIPER) OR CONIFEROUS TREE (6' HEIGHT)
20	SHRUBS (18" HEIGHT)

* GRASSES AND FORBS NATIVE TO THE STATE OF IOWA MAY BE SUBSTITUTED FOR SHRUBS AT A MINIMUM RATIO OF 100 SF PER SHRUB.



TYPE 'B' LANDSCAPE SCREEN & BERM
SCALE: 1" = 5'

AMENDMENT #5

1250 SW STATE STREET, SUITE A
ANKENY, IOWA 50023-2555
(515) 965-0123 phone - (515) 965-3322 fax
Civil Engineering - Land Surveying
Landscape Architecture
NILLES ASSOCIATES

REVISIONS:
1) 09/16/08 ADDITIONAL VERBIAGE/SCOPE OF NAI
2) 11/07/08 AMENDMENT #1 (SW VINTAGE PKWY ALIGNMENT)
3) 11/17/09 AMENDMENT #2 (BUILDING HEIGHT)
4) 12/15/10 AMENDMENT #3 (LOT 2 - SITE PLAN)
5) 08/05/21 AMENDMENT #4 (LOT 2 - THE COULEE)
6) 01/07/22 AMENDMENT #5 (LOT 7)
7) 02/21/22 NARRATIVE REVISION

NOTICE: NILLES ASSOCIATES, INC. WAIVES ANY AND ALL LIABILITY FOR ANY AND ALL PROBLEMS WHICH ARISE FROM FAILURE TO FOLLOW THE ENGINEERS INTENT THAT CONVEY, OR TO STRAY FROM, OR MODIFY, THE ENGINEERS OMISSIONS, WITH RESPECT TO ANY ERRORS, OMISSIONS OR CONFLICTS WHICH ARE ALLEGED.

PROJECT NAME: VINTAGE BUSINESS PARK AT PRAIRIE TRAIL
ANKENY, IOWA

DESCRIPTION: NEIGHBORHOOD PLAN & PRELIMINARY PLAT - DETAILS

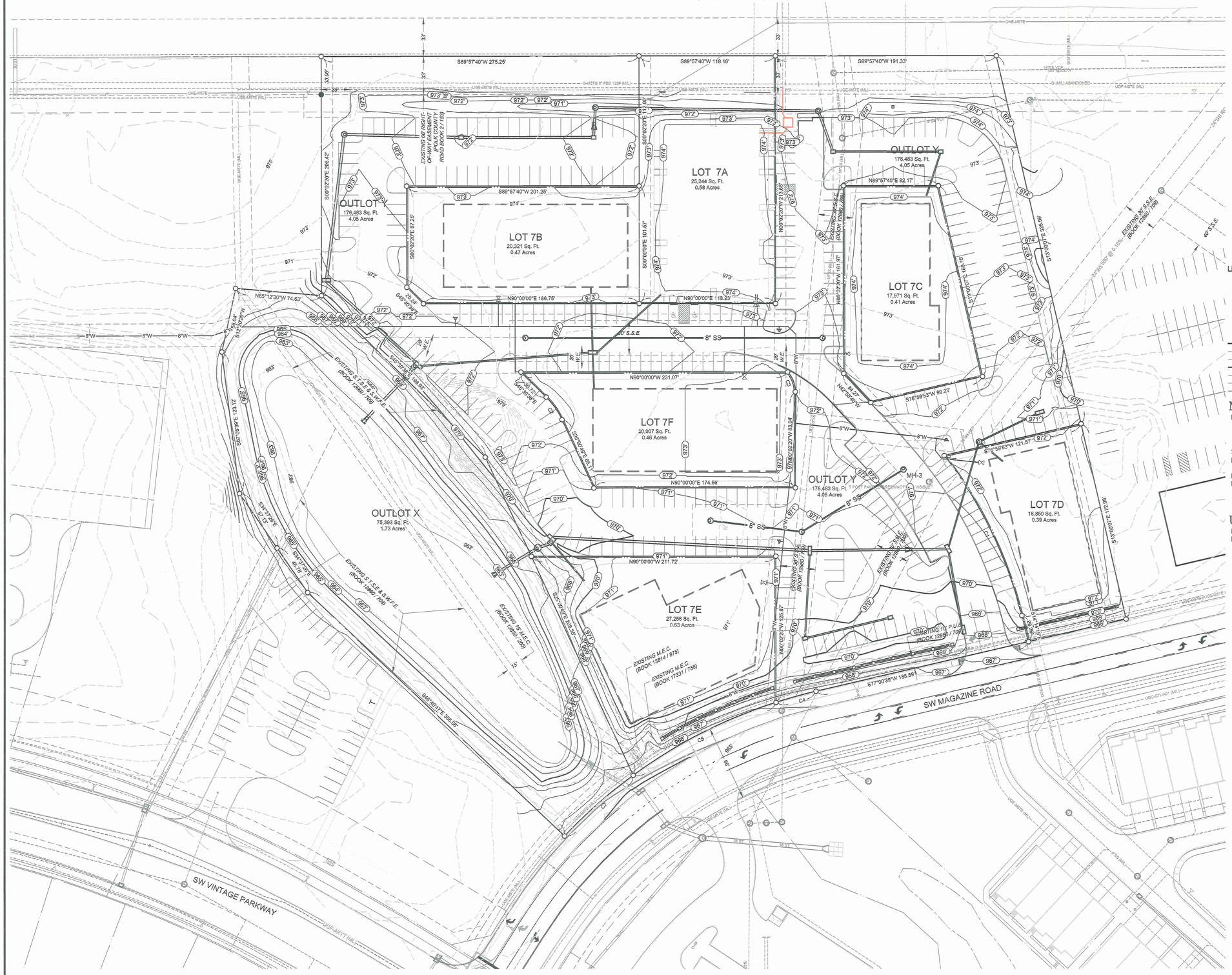
NAI NO.:	21241
DATE:	11/16/07
DRAWN BY:	TJH
CHECKED BY:	RJS
SHEET SIZE:	24" X 36"
SHEET TITLE:	NP-6
SHEET NO.:	6/7

V:\NAI 2017\Projects 2017\21241\dwg\21241-NP.dwg

VINTAGE BUSINESS PARK AT PRAIRIE TRAIL

INSET C

AMENDMENT #5



NORTH

SCALE 40' 0 20'

CURVE TABLE

Curve #	Length	Radius	Delta	Chord Distance	Chord Bearing
C1	154.63'	379.50'	23°20'44"	153.56'	N28°54'41"W
C2	23.97'	67.00'	20°29'49"	23.84'	N35°15'44"W
C3	18.64'	25.00'	42°43'40"	18.21'	N21°24'10"W
C4	35.91'	433.00'	4°45'08"	35.90'	S74°38'05"W
C5	139.40'	433.00'	18°26'47"	138.80'	S63°02'08"W
C7	76.29'	433.00'	10°29'32"	79.18'	S48°33'59"W

LEGEND

▲	FOUND SECTION CORNER
●	FOUND 5/8" IR WITH YELLOW CAP #12106 UNLESS OTHERWISE NOTED
○	SET MONUMENT USING 5/8" IR WITH YELLOW CAP #12106
R.O.W.	RIGHT-OF-WAY
IR	ROUND IRON ROD
IP	ROUND IRON PIPE
(R)	RECORDED
1234	PROPOSED ADDRESS
	SUBJECT PROPERTY BOUNDARY LINE
	SECTION LINE
	EXISTING PROPERTY LINE
	PROPOSED PROPERTY LINE
	EXISTING EASEMENT LINE
	PROPOSED EASEMENT LINE
	15' BUILDING SETBACK LINE UNLESS OTHERWISE NOTED

MINIMUM SETBACKS:

FRONT YARD:
- 50' ALONG SW STATE STREET & SW VINTAGE PARKWAY
- 15' ALONG SW MAGAZINE ROAD
- LOTS 1–3: 35' PARKING SETBACK FOR OFFICE USES

SIDE YARD – 15'
REAR YARD – 15'

NOTE: REFER TO P.U.D. GUIDELINES FOR ADDITIONAL SETBACK RESTRICTIONS FOR BUILDINGS AND ACCESSORY STRUCTURES.

UTILITY NOTE:

FINAL UTILITY LOCATIONS SHALL BE DETERMINED WHEN LOTS ARE DEVELOPED.

1250 SW STATE STREET, SUITE A
ANKENY, IOWA 50023-2555
(515) 965-0123 phone - (515) 965-3322 fax
Civil Engineering - Land Surveying
Landscape Architecture

NILES ASSOCIATES

REVISIONS:
1) 05/16/08 ADDITIONAL VERSE/SPACIOUS PLAN
2) 11/07/08 AMENDMENT #1 (SW VINTAGE PKWY ALIGNMENT)
3) 11/17/08 AMENDMENT #2 (BUILDING HEIGHT)
4) 05/03/21 AMENDMENT #3 (LOT 1 - THE DENTIST)
5) 08/06/21 AMENDMENT #4 (LOT 2 - THE COLLIER)
6) 01/07/22 AMENDMENT #5 (LOT 7)
7) 10/27/22 NARRATIVE REVISION

NOTICE: NILES ASSOCIATES, INC. WAIVES ANY AND ALL LIABILITY FOR ANY AND ALL PROBLEMS WHICH ARISE FROM FAILURE TO FOLLOW THE RECOMMENDATIONS OF THE ENGINEERING INTENT THEY CONVEY, OR FROM ANY MODIFICATIONS MADE BY ANYONE TO OBTAIN AND/OR FOLLOW THE ENGINEERS GUIDANCE WITH RESPECT TO ANY ERRORS, OMISSIONS, OR DISCREPANCIES THAT MAY OR OR COMPLETES WHICH ARE ALLEGED.

PROJECT NAME: VINTAGE BUSINESS PARK AT PRAIRIE TRAIL
ANKENY, IOWA

DESCRIPTION: NEIGHBORHOOD PLAN & PRELIMINARY PLAT - INSET C

NAI NO.:	21241
DATE:	11/16/07
DRAWN BY:	TJH
CHECKED BY:	RJS
SHEET SIZE:	24" X 36"
SHEET TITLE:	NP-7
SHEET NO.:	7/7

V:\NAI 2017\Projects 2017\21241\dwg\21241-NP-7.dwg

Meeting Minutes

Plan & Zoning Commission Meeting

Wednesday, January 19, 2022
Ankeny City Council Chambers, Second Floor
1250 SW District Drive, Ankeny, Iowa

CALL TO ORDER
Chair T.Flack called the January 19, 2022 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

ROLL CALL
Members present: Trina Flack, Glenn Hunter, Annette Renaud and Todd Ripper. Absent: Ted Rapp and Lisa West. Staff present: E.Jensen, E.Carstens, D.Gervais, L.Hutzell, B.Fuglsang

BUSINESS ITEMS
Item #3. Vintage Business Park Neighborhood Plan 5th Amendment
D.Gervais reported the Vintage Business Park at Prairie Trail consists of 95.3 acres originally owned and developed by DRA Properties. She said the site is generally located north of Vintage Parkway and south of John Deere. It is zoned Prairie Trail PUD in the Business Park Precinct. She noted that this neighborhood is the transitional area between John Deere and the residential to the south. This is the 5th amendment to the original Neighborhood Plan. D.Gervais said the proposed changes are for the area around Lots 7 and 8. She explained that originally Lot 7 showed three office buildings and now the proposed amendment is to have six single-story office buildings and a shared parking lot with access onto SW Magazine Road. Lot 8 shows changes to the allowed street access, which is dependent upon completion of a traffic study. Staff recommends approval of the Vintage Business Park Neighborhood Plan 5th Amendment and rescinding the previous approved plan.

Adam Schoeppner, Nilles Associates, 1250 SW State Street, Suite A, Ankeny on behalf of the applicant. He said the applicant is looking to create more of a business park atmosphere with this lot and the amendment would provide them more flexibility to make that happen. He asked the Commission if they had any questions.

There were no questions from the Commission.

Motion by G.Hunter to recommend City Council approval of the 5th Amended Vintage Business Park at Prairie Trail Neighborhood Plan and rescind the previous plan approved September 20, 2021. Second by T.Ripper. All voted aye. Motion carried 4 – 0.

Plan and Zoning Commission
Staff Report

Meeting Date: January 19, 2022

Agenda Item: Vintage Business Park at Prairie Trail Neighborhood Plan 5th Amendment
Report Date: January 12, 2022 – Updated February 22, 2022
Prepared by: Deb Gervais, AICP
Senior Planner

Staff Recommendation:

That the Plan and Zoning Commission recommend City Council approval of the 5th Amended Vintage Business Park at Prairie Trail Neighborhood Plan and rescind the previous plan approved September 20, 2021.

Project Summary:

The original Vintage Business Park at Prairie Trail Neighborhood Plan was approved by City Council on January 21, 2008. An amended neighborhood plan was later approved by City Council on August 18, 2008 and another on November 17, 2008. A third amendment was approved by City Council on August 3, 2015. The fourth amendment was approved by City Council on September 20, 2021.

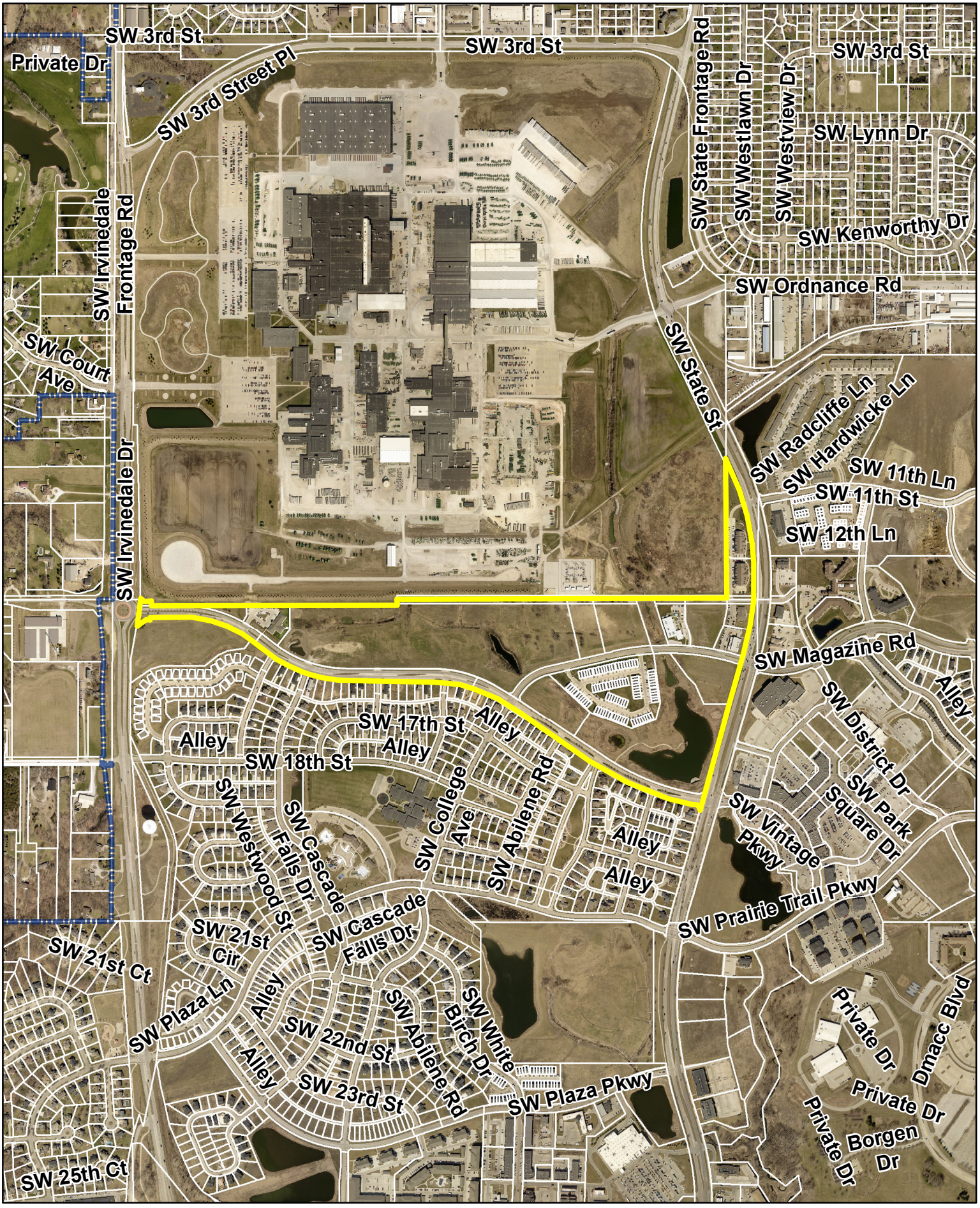
DRA Properties is now proposing a minor amendment to the plan relating to the development of the 8.09-acre Lot 7. The previous approved neighborhood plan for Lot 7 shows three buildings, two rectangular and one L-shaped, oriented with long edges along the periphery.

The proposed plan amendment shows Lot 7 being separated into six individual lots for single-story office buildings and a shared parking lot with access onto SW Magazine Road. The parking is proposed to be managed by an association for shared use and maintenance.

Lot 8 also shows some changes in the allowed access from the previous plan which showed access onto SW Magazine Road, to the revised version which shows a right-in-right out onto SW Vintage Parkway and ingress through the parking areas of Lots 7 and 9. This proposal is dependent on a traffic study in progress.

The detention basin is shown as being platted into a separate outlot to be owned and maintained by an association. The applicant plans to connect a trail system around the basin, connecting to areas of Lots 7 and 9.

The typical process for projects to be approved in this area requires compliance with the applicable neighborhood plan and subdivision as needed. Then a site plan is required with building and signage review by the Architectural Review Board and administrative approval by the Director of Community Development.



N

1 inch = 1,000 feet

Date: 1/11/2022

Vintage Business Park at Prairie Trail

Ankeny
bringing it all together.

1250 SW State Street, Suite A
Ankeny, IA 50023-3127
(515) 965-0123 – (515) 965-3322 fax
nillesinc.com

NILLES ASSOCIATES

Civil Engineering – Land Surveying – Landscape Architecture

January 7, 2022

City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

RE: Vintage Business Park Neighborhood Plan Amendment

Honorable Mayor & Members of the City Council and Members of the Planning & Zoning Commission:

On behalf of DRA Properties, we are pleased to submit for your review and approval of the Amendment to the Vintage Business Park Neighborhood Plan.

The owner directed Nilles Associates to amend the previously approved Neighborhood Plan to include a multiple office campus on Lot 7. The amended business park layout for Lot 7 has separate lots for 6 single story office buildings on the 8.09 acre parcel along with shared parking across an Outlot that will be managed and maintained by an association.

The goal for this overall design is to strategically plan for residential and office uses that honor the Prairie Trail master plan and responsibly integrate with the bordering roadways and existing uses.

The Neighborhood Plan has been prepared in accordance with the City of Ankeny's standards and Municipal Code. We respectfully request the City's review and approval of this Neighborhood Plan to allow the project to proceed. If you should have any questions or require any additional information, please feel free to contact me to discuss such items further.

Thank you very much for your time and consideration.

Sincerely,

Tharen J. Helgerson, PLS
NILLES ASSOCIATES, INC.

RECEIVED
JAN 07 2022
CITY OF ANKENY

??

ANKENY CITY COUNCIL

City Council Agenda

March 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: COUNCIL GOAL: ??

Planning and Building | Ensure Economic Vitality

ACTION REQUESTED:

Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** accepting final plat, platted easements, deed to street, and subdivision bond for seeding and erosion control for The District at Prairie Trail Plat 12

EXECUTIVE SUMMARY:

The District at Prairie Trail Plat 12 is a 5.33-acre re-plat of Outlots S, F, & T, The District at Prairie Trail Plat 5. The plat area is located east of the Kirkendall Library, north of SW District Drive and SW Prairie Trail Parkway. The plat includes two buildable lots and a street lot to be dedicated for the extension and connection of SW Merchant Street. Lot 1 is planned for a Home 2 / TRU hotel by Hilton, which is planned to be a 4-story building with 141 guest rooms. Lot 2 is proposed for future development.

FISCAL IMPACT: **??No**

CITY MANAGER'S RECOMMENDATIONS:

Approve and accept resolution.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

The plat was administratively approved by the Community Development Director on March 1, 2022.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Resolution
Final Plat
Staff Report
Aerial Map
Applicant Letter

Preparer Information: Deb Gervais, City of Ankeny, Iowa, 1210 NW Prairie Ridge Drive, Ankeny, IA 50023 Phone: 515-963-3558

RESOLUTION

RESOLUTION ACCEPTING FINAL PLAT, PLATTED EASEMENTS, DEED TO STREET, AND SUBDIVISION BOND FOR SEEDING AND EROSION CONTROL FOR THE DISTRICT AT PRAIRIE TRAIL PLAT 12

WHEREAS, the Community Development Director of the City of Ankeny, Iowa, administratively approved the final plat for The District at Prairie Trail Plat 12 on the 1st day of March 2022; and

WHEREAS, the attorney's title opinion, platted easements, deed to street, and subdivision bonds for seeding and erosion control have been submitted and approved by the Community Development Director of the City of Ankeny, Iowa.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ANKENY, IOWA:

1. That the final plat for The District at Prairie Trail Plat 12 is hereby approved.
2. That the Public Utility Easement, Public Sanitary Sewer Easement, and Public Water Main Easement is hereby accepted.
3. That the deed to street is hereby accepted.
4. That the subdivision bond for seeding and erosion control is hereby accepted.

PASSED AND APPROVED this 7th day of March 2022.

_____
Mark E. Holm, Mayor

ATTEST:

_____
Denise L. Hoy, City Clerk

THE DISTRICT AT PRAIRIE TRAIL PLAT 12

FINAL PLAT

INDEX LEGEND	
COUNTY:	POLK COUNTY, IOWA **CITY:** ANKENY
LOT:	OUTLOT S & F & T, THE DISTRICT AT PRAIRIE TRAIL PLAT 5
REQUESTED BY & PROPRIETOR:	DRA PROPERTIES, LC 1515 NE 36TH STREET ANKENY, IOWA 50021 (515) 965-5292
SURVEYOR:	ADAM D. SCHOEPPNER, PLS #26306
SURVEY COMPANY:	NILLES ASSOCIATES, INC.
RETURN TO:	ADAM D. SCHOEPPNER, PLS NILLES ASSOCIATES, INC. 1250 SW STATE STREET, SUITE A ANKENY, IOWA 50023 PH: (515) 965-0123

LOT A

HERITAGE VILLAGE AT PRAIRIE TRAIL PLAT 1

SW WESTVIEW DRIVE

62' R.O.W.

NORTH

30 0 15

SCALE

PART OF LOT 6 THE DISTRICT AT PRAIRIE TRAIL PLAT 5

OUTLOT G THE DISTRICT AT PRAIRIE TRAIL PLAT 5

PART OF LOT 7 THE DISTRICT AT PRAIRIE TRAIL PLAT 5

EXISTING 10' P.U.E. (BOOK 16587 PAGE 108)

S10°00'10"E 64.58'

S10°00'10"E 30.53'

N45°18'12"W 282.08'

228.08'

NELY LINE OF OUTLOT S THE DISTRICT AT PRAIRIE TRAIL PLAT 5

ELY CORNER OF OUTLOT S THE DISTRICT AT PRAIRIE TRAIL PLAT 5

54.00'

54'

SW MERCHANT STREET

EXISTING 10' P.U.E. (BOOK 16587 PAGE 108)

N62°13'16"W 117.18'

S44°58'43"E 145.46'

ELY LINE OF OUTLOT T THE DISTRICT AT PRAIRIE TRAIL PLAT 5

S24°15'16"W 118.55'

EXISTING 10' P.U.E. (BOOK 16587 PAGE 108)

N00°00'00"E 108.40'

FOUND 1/2" IR WITH YELLOW CAP #18643

171.98'

SE CORNER OF OUTLOT T

N90°00'00"W 51.71'

N00°00'00"E 223.69'

FOUND 1/2" IR WITH YELLOW CAP #18643

LOT 1 THE LIBRARY AT THE DISTRICT

NWLY LINE OF OUTLOT S THE DISTRICT AT PRAIRIE TRAIL PLAT 5

188.99'

EXISTING 25' I.E.E. (BOOK 16922 PAGE 121)

N44°14'14"E 419.99'

OUTLOT S THE DISTRICT AT PRAIRIE TRAIL PLAT 5

S45°18'12"E 253.00'

15'

10' P.U.E.

15'

238.00'

LOT 1
102,012 Sq. Ft.
2.34 Acres

1130

S44°14'14"W 402.34'

OUTLOT F THE DISTRICT AT PRAIRIE TRAIL PLAT 5

171.34'

10' P.U.E.

N44°14'14"E 398.26'

SELY LINE OF OUTLOT F THE DISTRICT AT PRAIRIE TRAIL PLAT 5

STREET LOT A
21,616 Sq. Ft.
0.50 Acres

1125

SELY LINE OF OUTLOT S THE DISTRICT AT PRAIRIE TRAIL PLAT 5

176.44'

SW MERCHANT STREET

36.5' S.S.E.

37.38'
S84°05'39"E

10' P.U.E.

54'

1120

116.94'

ELY CORNER OF OUTLOT F THE DISTRICT AT PRAIRIE TRAIL PLAT 5

OUTLOT T THE DISTRICT AT PRAIRIE TRAIL PLAT 5

LOT 2
108,541 Sq. Ft.
2.49 Acres

1080

EXISTING 10' P.U.E. (BOOK 13168 PAGE 355)

10'

C1

FOUND 1/2" IR

C2

SW PRAIRIE TRAIL PARKWAY (R.O.W. VARIES)

C4

30.07'
S73°46'04"E

C5

STREET LOT A CAMPUS TOWN PLAT 1

FOUND 1/2" IR

N87°22'48"E 14.75'

10' W.E.

33.72'

SW'LY LINE OF OUTLOT S THE DISTRICT AT PRAIRIE TRAIL PLAT 5

SW'LY CORNER OF OUTLOT F THE DISTRICT AT PRAIRIE TRAIL PLAT 5

10' P.U.E.

C3

S69°01'16"E 78.07'

LOT E THE DISTRICT AT PRAIRIE TRAIL PLAT 5

54.15'
N49°36'19"W

169.46'

10' P.U.E.

N45°18'12"W 253.00'

10' P.U.E.

S45°18'12"E 422.46'

WLY CORNER OF OUTLOT S THE DISTRICT AT PRAIRIE TRAIL PLAT 5

SW DISTRICT DRIVE

77' R.O.W.

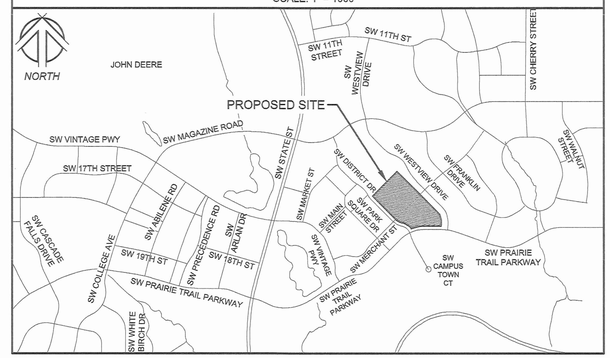
V:\NAI 2017\Projects 2017\21290\dwg\21290-FP12.dwg

LEGEND

●	Found monument 5/8" IR with red cap #18530 or 1" copper monument stamped *"PLS 18530"* in paved surface
○	Set monument 5/8" IR with blue cap #26306
⊖	Found monument 1/2" IR with yellow cap #18643 unless otherwise noted
IR	Round iron rebar (outside diameter)
IP	Round iron pipe (outside diameter)
P.U.E.	Public Utility Easement
I.E.E.	Ingress & Egress Easement
W.E.	Water Main Easement
(R)	Record dimension
R.O.W.	Right - of - way
———	Subject boundary line
———	Proposed boundary line
- - - -	Proposed easement line
———	Existing boundary line
———	Existing easement line

VICINITY MAP

SCALE: 1" = 1000'



SURVEY NOTES

1. Land area : 5.33 acres
2. This plat is part of the "Prairie Trail Town Center" Neighborhood Plan as approved by the City of Ankeny.
3. Zoning : Prairie Trail Mixed Use Neighborhood Planned Unit Development (Refer to Planned Urban Development guidelines for additional setback restrictions); Restrictions (I.E., building setbacks, height and bulk regulations, etc.) shown hereon are based on information provided and are subject to interpretation. We cannot certify to a restriction on the basis of an interpretation or the opinion of another party.
4. The southwesterly line of Outlot S, THE DISTRICT AT PRAIRIE TRAIL PLAT 5, is assumed to bear South 45 degrees 18 minutes 12 seconds East.
5. Street Lot A shall be dedicated to the City of Ankeny for public right-of-way purposes.
6. Street lighting within the development shall be the responsibility of the developer.
7. A 5' sidewalk shall be installed along SW Merchant Street and SW Prairie Trail Parkway at the time of construction on Lot 2.

BENCHMARKS

1. Sanitary sewer manhole at the center of the intersection of SW Vintage Parkway and SW Main Street. Top of rim = 945.38 feet (NAVD88)
2. Sanitary sewer manhole in the west bound right turn lane, north side of SW Vintage Parkway, lying approximately 105' east of the east curb line of SW State Street. Top of rim = 940.23 feet (NAVD88)

CURVE TABLE

Curve #	Length	Radius	Delta	Chord Distance	Chord Bearing
C1	97.93'	425.00'	13°12'10"	97.72'	S83°23'55"W
C2	70.86'	538.50'	7°32'23"	70.81'	S73°01'39"W
C3	128.25'	228.00'	32°13'41"	126.56'	N52°54'26"W
C4	140.53'	538.50'	14°57'09"	140.13'	S89°19'16"W
C5	69.67'	538.50'	7°24'46"	69.62'	S65°33'05"W

THE DISTRICT AT PRAIRIE TRAIL PLAT 12

LEGAL DESCRIPTION

Outlots S, T, and F, THE DISTRICT AT PRAIRIE TRAIL PLAT 5, an official plat, located in the City of Ankeny, Polk County, Iowa.

Containing 5.33 acres more or less.

Said tract subject to any and all easements, covenants and restrictions of record.

I hereby grant administrative approval of the final plat for The District at Prairie Trail Plat 12 as set forth in the Prairie Trail Planned Unit Development Prairie Trail Town Center Neighborhood Plan.

CITY OF ANKENY, IA

Eric Setzen, Director
Community Development Department

ATTEST:

Brenda Fuglsang 2-1-2022
Brenda Fuglsang, Date
Administrative Assistant

CERTIFICATION

ADAM D. SCHOEPPNER 26306 LICENSED PROFESSIONAL LAND SURVEYOR IOWA

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly Licensed Professional Land Surveyor under the laws of the State of Iowa.

Signature: Adam D. Schoeppner 2/22/2022

Name: Adam D. Schoeppner, P.L.S. No. 26306 Date

My license renewal date is December 31, 2023 Date of survey: 08/06/21

Pages or sheets covered by this seal: This sheet only

1250 SW STATE STREET, SUITE A
ANKENY, IOWA 50023-2555
(515) 965-0123 phone - (515) 965-3322 fax
Civil Engineering - Land Surveying
Landscape Architecture

NILLES ASSOCIATES

REVISIONS:
1) 03/11/22 CITY TECH REVIEW COMMENTS
2)
3)
4)
5)
6)
7)

NILLES ASSOCIATES, INC., WARNS ANY ASSIGNEE OR SUCCESSOR IN INTEREST TO THIS PLAN AND ANY PERSON OR ENTITY TO WHICH THIS PLAN OR ANY PART THEREOF IS DISCLOSED OR CONVEYED, THAT ANY AND ALL DIMENSIONS, DESIGNS, CONCEPTS, ARRANGEMENTS AND PLANS INDICATED OR REPRESENTED BY THIS DRAWING WITHOUT THE WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER FOR THE SPECIFIC PURPOSE INTENDED WILL BE AT RECIPIENT'S SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO NILLES ASSOCIATES, INC. RECIPIENT AGREES TO INDEMNIFY AND HOLD HARMLESS NILLES ASSOCIATES, INC. FROM ALL DUTIES, LIABILITIES, AND COSTS RESULTING FROM UNAUTHORIZED USE OF THESE PLANS. ANY REVISIONS TO THE ENGINEERING WITHIN THESE DOCUMENTS OR ANY USE OF THESE DOCUMENTS FOR PURPOSES OTHER THAN THOSE AUTHORIZED BY NILLES ASSOCIATES, INC. IS UNAUTHORIZED AND UNLAWFUL. ANY UNAUTHORIZED USE SHALL BE AT THE SOLE RISK OF THE USER AND WITHOUT LIABILITY TO NILLES ASSOCIATES, INC. AND ITS OFFICERS AND EMPLOYEES. THE USER SHALL INDEMNIFY AND HOLD HARMLESS NILLES ASSOCIATES, INC. AND ITS OFFICERS AND EMPLOYEES FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES AND COURT COSTS ARISING OUT OF OR RESULTING THEREFROM. ANY UNAUTHORIZED USE OF THESE DOCUMENTS SHALL BE AT THE SOLE RISK OF THE USER AND WITHOUT LIABILITY TO NILLES ASSOCIATES, INC. AND ITS OFFICERS AND EMPLOYEES. THE USER SHALL INDEMNIFY AND HOLD HARMLESS NILLES ASSOCIATES, INC. AND ITS OFFICERS AND EMPLOYEES FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES AND COURT COSTS ARISING OUT OF OR RESULTING THEREFROM. ANY UNAUTHORIZED USE OF THESE DOCUMENTS SHALL BE AT THE SOLE RISK OF THE USER AND WITHOUT LIABILITY TO NILLES ASSOCIATES, INC. AND ITS OFFICERS AND EMPLOYEES. THE USER SHALL INDEMNIFY AND HOLD HARMLESS NILLES ASSOCIATES, INC. AND ITS OFFICERS AND EMPLOYEES FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES AND COURT COSTS ARISING OUT OF OR RESULTING THEREFROM.

PROJECT NAME: THE DISTRICT AT PRAIRIE TRAIL PLAT 12
ANKENY, IOWA

DESCRIPTION: FINAL PLAT

RECEIVED
FEB 22 2022
CITY OF ANKENY

NAI NO.:	21217
DATE:	01/21/22
DRAWN BY:	TJH
CHECKED BY:	ADS
SCALE:	AS NOTED
SHEET TITLE:	FP-1
SHEET NO.:	1/1

City Council
Staff Report

Meeting Date: March 7, 2022

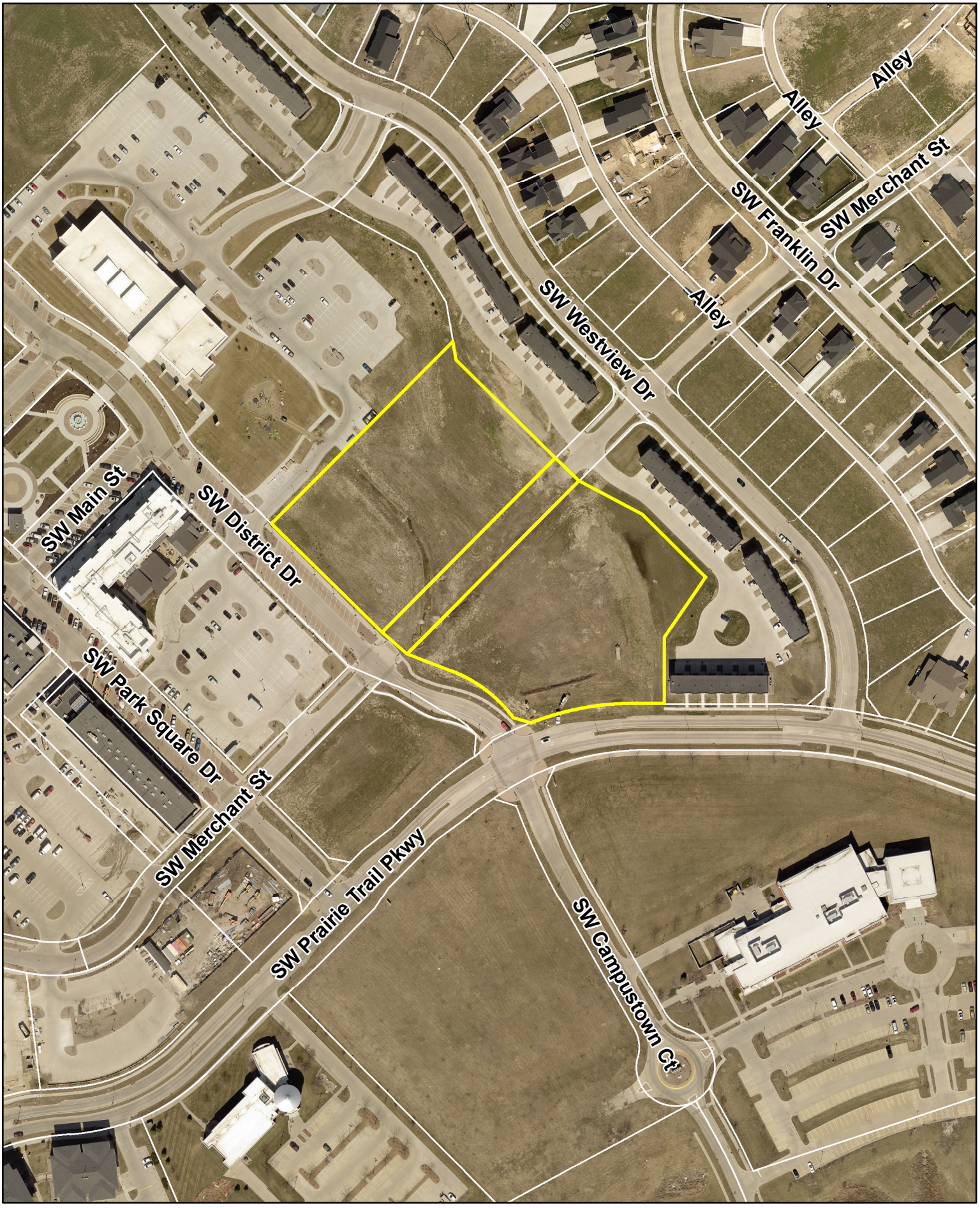
Agenda Item: The District at Prairie Trail Plat 12
Report Date: February 23, 2022
Prepared By: Deb Gervais, AICP
Senior Planner

Staff Recommendation:

That the City Council approves the final plat for The District at Prairie Trail Plat 12.

Project Report:

The District at Prairie Trail Plat 12 is a 5.33-acre re-plat of Outlots S, F, & T, The District at Prairie Trail Plat 5. The plat area is located east of the Kirkendall Library, north of SW District Drive and SW Prairie Trail Parkway. The plat includes two buildable lots and a street lot to be dedicated for the extension and connection of SW Merchant Street. Lot 1 is planned for a Home 2 / TRU hotel by Hilton, which is planned to be a 4-story building with 141 guest rooms. Lot 2 is proposed for future development.



N

1 inch = 200 feet

Date: 1/24/2022

The District at Prairie Trail Plat 12

Ankeny

bringing it all together.

CIVIL ENGINEERING
LAND SURVEYING
LANDSCAPE ARCHITECTURE

NILLES ASSOCIATES

February 23, 2022

City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

RE: The District at Prairie Trail Plat 12
Approval Letter

Planning and Building Director, Honorable Mayor and Members of the City Council:

On behalf of DRA Properties, we are submitting the Final Plat for The District at Prairie Trail Plat 12, which is a re-plat of part of Outlots T, S, and U, The District at Prairie Trail Plat 5.

This site lies northeast of SW District Drive and south of the Ankeny Kirkendall Public Library. The Final Plat covers 5.33 acres and creates two lots within The District at Prairie Trail along with a street lot for SW Merchant Street. We are working with a developer on a site plan for a hotel on Lot 1 and SW Merchant Street is proposed to be extended from SW District Drive to connect to SW Westview Drive with the public improvements proposed as part of this project.

The Final Plat has been prepared in accordance with the City of Ankeny's standards and Municipal Code. We respectfully request the City's review and approval of this Final Plat to allow the project to proceed. If you should have any questions or require any additional information, please feel free to contact me to discuss such items further.

Thank you very much for your time and consideration.

Sincerely,

Adam Schoeppner

Adam D. Schoeppner, PLS
NILLES ASSOCIATES, INC.

??

ANKENY CITY COUNCIL

City Council Agenda

March 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: Planning and Building

COUNCIL GOAL: Ensure Economic Vitality ??

ACTION REQUESTED:
Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** approving plans and specifications and accepting contracts and performance and maintenance bonds for the construction of water main, sanitary sewer and storm sewer associated with development of The District at Prairie Trail Plat 12.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **??No**

CITY MANAGER'S RECOMMENDATIONS:

Approve and accept resolution.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Resolution

RESOLUTION

RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND ACCEPTING CONTRACTS AND PERFORMANCE AND MAINTENANCE BONDS FOR THE CONSTRUCTION OF WATER MAIN, SANITARY SEWER AND STORM SEWER ASSOCIATED WITH DEVELOPMENT OF THE DISTRICT AT PRAIRIE TRAIL PLAT 12

WHEREAS, the plans and specifications for the construction of water main, sanitary sewer and storm sewer associated with The District at Prairie Trail Plat 12 have been submitted and approved by the City Engineer; and

WHEREAS, the three-party contract for construction and the performance and maintenance bonds for the above described improvements have been submitted; and

WHEREAS, the Community Development Director of the City of Ankeny, Iowa and the City Council have granted approval of the final plat for The District at Prairie Trail Plat 12.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ANKENY, IOWA:

1. That the plans and specifications, contract, performance and maintenance bonds are hereby approved.

2. That permission is hereby granted the parties of said contract to construct said improvements above described, subject to inspection and approval of the City Engineer, in accordance with said contract, plans and specifications.

PASSED AND APPROVED this 7th day of March 2022.

_____
Mark E. Holm, Mayor

ATTEST:

_____
Denise L. Hoy, City Clerk

??

ANKENY CITY COUNCIL

City Council Agenda

March 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: ?? COUNCIL GOAL:

Planning and Building

Ensure Economic Vitality

ACTION REQUESTED:

Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** approving plans and specifications and accepting contracts and performance and maintenance bonds for the construction of street paving associated with The District at Prairie Trail Plat 12.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **??No**

CITY MANAGER'S RECOMMENDATIONS:

Approve and accept resolution.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Resolution

RESOLUTION

RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND ACCEPTING CONTRACTS AND PERFORMANCE AND MAINTENANCE BONDS FOR THE CONSTRUCTION OF STREET PAVING ASSOCIATED WITH THE DISTRICT AT PRAIRIE TRAIL PLAT 12

WHEREAS, the plans and specifications for the construction of street paving associated with The District at Prairie Trail Plat 12 have been submitted and approved by the City Engineer; and

WHEREAS, the three-party contract for construction and the performance and maintenance bonds for the above described improvements have been submitted; and

WHEREAS, the Community Development Director of the City of Ankeny, Iowa and the City Council have granted approval of the final plat for The District at Prairie Trail Plat 12.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ANKENY, IOWA:

1. That the plans and specifications, contract, performance and maintenance bonds are hereby approved.

2. That permission is hereby granted the parties of said contract to construct said improvements above described, subject to inspection and approval of the City Engineer, in accordance with said contract, plans and specifications.

PASSED AND APPROVED this 7th day of March 2022.

_____
Mark E. Holm, Mayor

ATTEST:

_____
Denise L. Hoy, City Clerk

??

ANKENY CITY COUNCIL

City Council Agenda

March 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: ?? COUNCIL GOAL:

Planning and Building

Ensure Economic Vitality

ACTION REQUESTED:

Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** accepting the final plat for Forest Ridge Estates Plat 2, subject to applicable Polk County Subdivision Requirements in lieu of City of Ankeny Subdivision Regulations.

EXECUTIVE SUMMARY:

The subject plat is located approximately a tenth of a mile west of the Ankeny corporate limits, just west of the NW 94th Avenue and NW Polk City Drive intersection. The property lies within the state statutory two-mile subdivision review of the City of Ankeny, and is located within City's 2040 planning boundary.

The proposed 4.57-acre plat is currently zoned Rural Residential under Polk County's zoning regulations and is identified as being utilized for Low-Density Residential in The Ankeny Plan 2040 Future Land Use Map. The proposed plat creates four single family residential lots and one street lot that will be dedicated to Polk County, allowing for the continuation of NW 41st Court. Properties within the proposed plat will utilize the Des Moines Water Works for water service and individual on-site sewage systems for sewage disposal. Should the properties be annexed into the City of Ankeny, streetlights and sidewalks will be the responsibility of the property owners.

FISCAL IMPACT: **??No**

CITY MANAGER'S RECOMMENDATIONS:

Approve and accept resolution.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

The Plan and Zoning Commission recommended approval at their meeting on February 22, 2022.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Resolution
P&Z Commission Minutes
Final Plat
Staff Report
Aerial Map
applicant letter

RESOLUTION

RESOLUTION ACCEPTING THE FINAL PLAT FOR FOREST RIDGE ESTATES PLAT 2, SUBJECT TO APPLICABLE POLK COUNTY SUBDIVISION REQUIREMENTS IN LIEU OF CITY OF ANKENY SUBDIVISION REGULATIONS

WHEREAS, the Plan and Zoning Commission of the City of Ankeny, Iowa, recommended City Council approval of the final plat for Forest Ridge Estates Plat 2 on the 22nd day of February, 2022; and

WHEREAS, the Commission also recommended that the subdivision comply with applicable Polk County Subdivision Requirements in lieu of the Ankeny Subdivision Regulations; and

WHEREAS, the plat area is located within the two-mile subdivision review authority of the City of Ankeny, Iowa, and is within a planned growth or annexation area of the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa**,** that the final plat for Forest Ridge Estates Plat 2 is hereby approved and accepted, subject to the applicable Polk County Subdivision Requirements in lieu of City of Ankeny Subdivision Regulations.

PASSED AND APPROVED this 7th day of March, 2022.

CITY OF ANKENY, IOWA

_____

Mark E. Holm, Mayor

ATTEST:

_____

Denise L. Hoy, City Clerk

Meeting Minutes

Plan & Zoning Commission Meeting

Tuesday, February 22, 2022
Ankeny City Council Chambers, Second Floor
1250 SW District Drive, Ankeny, Iowa

CALL TO ORDER
Chair G.Hunter called the February 22, 2022 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

ROLL CALL
Members present: Trina Flack, Glenn Hunter, Ted Rapp, Annette Renaud, Todd Ripper and Lisa West. Staff present: E.Jensen, E.Carstens, D.Silverthorn, R.Hulstrom, J.Heil, B.Morrissey, L.Hutzell, B.Fuglsang

CONSENT AGENDA ITEMS
Item #6. Forest Ridge Estates Plat 2 Final Plat (County)
Motion to recommend City Council approval of the Forest Ridge Estates Plat 2 Final Plat, subject to applicable Polk County Subdivision Requirements in lieu of the City of Ankeny Subdivision Regulations.

Motion by T.Rapp to approve the recommendations for Consent Agenda Item(s) #1 - #6. Second by T.Flack. All voted aye. Motion carried 6 – 0.

FOREST RIDGE ESTATES PLAT 2

MAJOR FINAL PLAT

ROLL CALL
Plan & Zoning Commission
Ankeny, IA
Date February 22 2022
Ayes 6 Nays 0 Abstain — Absent 0
APPROVED
G. Hunter Chairperson
B. Hughes Secretary

AREA ABOVE RESERVED FOR RECORDER'S STAMP

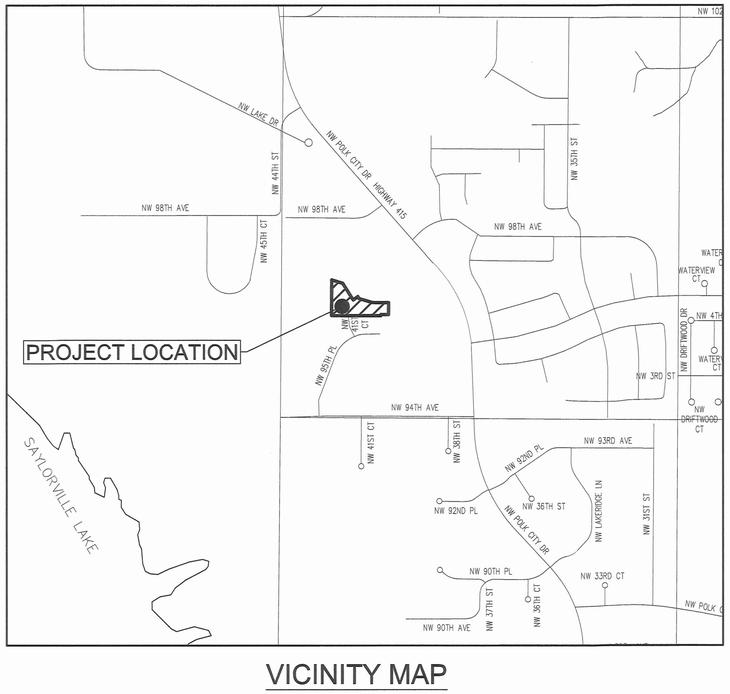
INDEX LEGEND

SURVEYOR'S NAME:
ERIN GRIFFIN
SNYDER & ASSOCIATES, INC.
2727 SW SNYDER BOULEVARD
ANKENY, IOWA 50023
515-964-2020
EGRIFFIN@SNYDER-ASSOCIATES. COM
SERVICE PROVIDED FOR:
QUIRK INVESTMENTS, LLC.
SURVEY LOCATED:
PT NE 1/4 SW 1/4
PT NW 1/4 SW 1/4
SEC 17-80N-24W
REQUESTED BY:
QUIRK INVESTMENTS, LLC.
RETURN TO:
ERIN GRIFFIN
SNYDER & ASSOCIATES, INC.
2727 SW SNYDER BOULEVARD
ANKENY, IOWA 50023

POLK COUNTY GENERAL NOTES

SOURCE OF WATER SUPPLY - DES MOINES WATER WORKS
ON-SITE SEWAGE DISPOSAL - INDIVIDUAL ON-SITE SEWAGE DISPOSAL SYSTEM

1. MAILBOXES WITHIN THE ROAD RIGHT-OF-WAY SHALL BE OF A BREAKAWAY DESIGN.
2. FUTURE DEVELOPMENT OF THE PROPERTY IS SUBJECT TO ARTICLE 7, SECTION 4, "NATURAL RESOURCE PROTECTION, WOODLANDS" OF THE POLK COUNTY ZONING CODE, WHICH PRESERVES WOODED AREAS OF THE PROPERTY. THERE ARE 2.72 ACRES OF MATURE WOODLANDS REQUIRING A MINIMUM PROTECTION OF 2.04 ACRES. THERE ARE 1.77 ACRES OF YOUNG WOODLANDS REQUIRING A MINIMUM PROTECTION OF 0.88 ACRES. THE TOTAL WOODLAND PROTECTION AREA IS 2.92 ACRES. A PROPOSED WOODLANDS PROTECTION EASEMENT THAT PROTECTS 1.39 ACRES OF WOODLANDS IS SHOWN. THE ALLOWABLE REMOVAL AREA IS 3.10 ACRES AND INCLUDES ALL AREAS NOT COVERED BY THE PROPOSED WOODLANDS PROTECTION EASEMENT. FOREST RIDGE ESTATES PLAT 1 PROVIDED AN ADDITIONAL 1.95 ACRES OF PROTECTION AREA TO COVER THE 1.53 ACRES OF PROTECTION AREA FOR FOREST RIDGE ESTATES PLAT 2 SO THAT OVERALL DEVELOPMENT EXCEEDS THE WOODLAND PROTECTION REQUIREMENT.
3. ANY SUBSURFACE DRAINAGE FACILITIES THAT ARE DISTURBED MUST BE RESTORED OR REROUTED BY THE PROPERTY OWNER.
4. SERVICES TO ALL UTILITIES LOCATED ON THE OPPOSITE SIDE OF THE ROADWAY MUST BE BORED UNDER THE ROADWAY AT THE LOT OWNER'S EXPENSE.
5. MAINTENANCE OF ALL DRAINAGE EASEMENTS TO BE THE RESPONSIBILITY OF THE PROPERTY OWNER.
6. CULVERTS TO BE USED FOR CROSSING DRAINAGE EASEMENTS MUST BE DESIGNED BY A LICENSED PROFESSIONAL ENGINEER.
7. STREET LOT A SHALL BE DEDICATED TO POLK COUNTY FOR ROADWAY PURPOSES AT SUCH TIME THE ROADWAY HAS BEEN IMPROVED AND ACCEPTED INTO THE POLK COUNTY SECONDARY ROAD SYSTEM BY THE POLK COUNTY BOARD OF SUPERVISORS.
8. POST DEVELOPMENT RUNOFF WILL NOT ADVERSELY AFFECT DOWNSTREAM DRAINAGE FACILITIES OR PROPERTY OWNERS.
9. RELOCATION OF ANY ENTRANCE OR UTILITY TO CONFORM TO THE REQUIREMENTS OF THIS PLAT WILL BE AT THE DEVELOPER'S EXPENSE.
10. POLK COUNTY DOES NOT REQUIRE OR ISSUE PERMITS FOR SIDEWALKS AND DOES NOT ACCEPT THE LIABILITY AND/OR RESPONSIBILITY FOR CONSTRUCTION PLACEMENT, REPAIR, OR MAINTENANCE THEREOF OF ANY STREET SIDEWALK INSTALLED IN THE PLAT BY ANY HOME OWNER.
11. A COMMON PRIVATE STORMWATER DETENTION BASIN IS LOCATED IN OUTLOT 'X', FOREST RIDGE ESTATES PLAT 1 THAT WILL PROVIDE DETENTION FOR PLAT 2. THE HOMEOWNERS ASSOCIATION WILL BE ABLE TO ACCESS THE DETENTION BASIN WITHIN THE 15' PRIVATE INGRESS/EGRESS EASEMENT ON LOT 2. FOR ANY MAINTENANCE AND REPAIR OF THE DETENTION BASIN AND DETENTION OUTLET FACILITIES AND THEN ASSESS THE PROPERTY OWNERS.
12. ACCESS TO EACH LOT IS RESTRICTED TO THE SUBDIVISION ROAD.
13. DUE TO SOIL TYPES, LIMITATIONS, AND DISTURBANCE, ALTERNATIVE SEPTIC SYSTEMS MAY BE REQUIRED. SEWER SERVICE TO BE PROVIDED VIA INDIVIDUAL ON-SITE WASTEWATER TREATMENT SYSTEMS, TO BE INSTALLED BY THE LOT OWNER AT TIME OF HOME CONSTRUCTION.
14. NO INDIVIDUAL LOT ENTRANCE SHALL BE ALLOWED WITHIN 150 FEET FROM THE CENTERLINE CENTERLINE INTERSECTION OF TWO PUBLIC ROADWAYS CONNECTING OUTSIDE THE PLAT OR WITHIN 70 FEET FROM THE CENTERLINE CENTERLINE INTERSECTION OF TWO PUBLIC ROADWAYS WITHIN THE PLAT.
15. NO STRUCTURES, INCLUDING FENCES, ARE PERMITTED WITHIN ANY PRIVATE STORM SEWER OR STORM WATER DETENTION EASEMENTS.
16. STREET LIGHTS AND SIDEWALKS WILL BE THE RESPONSIBILITY OF THE PROPERTY OWNERS IF ANNEXED BY THE CITY OF ANKENY.
17. LOT 1 SHALL OUTLET SUMP PUMP AND SEPTIC DISCHARGE ON-SITE EITHER BY GRAVITY PIPES ON GRADE OR TO AN ON-SITE GRAVEL DRY WELL CONSTRUCTED ACCORDING TO THE DETAIL PROVIDED WITH THE CONSTRUCTION PLANS. ANY SEPTIC DISCHARGE LINE WILL REQUIRE A UV LIGHT PRIOR TO DISCHARGE. ANY PIPE THAT OUTLETS ON GRADE WILL NEED TO BE A MINIMUM OF 10' FROM ANY LOT LINE AND REQUIRE A MINIMUM OF 5 TONS OF EROSION STONE WITH ENGINEERING FABRIC AT THE OUTLET LOCATION. THE OUTLET LOCATION SHALL BE LOCATED AS FAR DOWN THE SLOPE AS POSSIBLE TO MINIMIZE POTENTIAL FOR EROSION.
18. LOTS 2-4 SHALL OUTLET SUMP PUMP AND SEPTIC DISCHARGE ON-SITE BY GRAVITY PIPES ON GRADE. ANY SEPTIC DISCHARGE LINE WILL REQUIRE A UV LIGHT PRIOR TO DISCHARGE. ANY PIPE THAT OUTLETS ON GRADE WILL NEED TO BE A MINIMUM OF 10' FROM ANY LOT LINE AND REQUIRE A MINIMUM OF 10 TONS OF RIPRAP WITH ENGINEERING FABRIC AT THE OUTLET LOCATION. THE OUTLET LOCATION SHALL BE LOCATED AND AS FAR DOWN THE SLOPE AS POSSIBLE TO MINIMIZE POTENTIAL FOR EROSION. .
19. THE FOLLOWING LOTS WILL HAVE SHARED DRIVEWAYS/ENTRANCES: LOTS 3 AND 4. THE LOT OWNERS ARE RESPONSIBLE FOR MAINTAINING THE SHARED ENTRANCES.
20. THIS PLAT IS BEING PREPARED UTILIZING THE CLUSTER DEVELOPMENT OPTION UNDER THE RURAL RESIDENTIAL DISTRICT REQUIRING A MINIMUM OF 8.05 ACRES OF OPEN SPACE. THIS REQUIRED OPEN SPACE IS LOCATED ON OUTLOT "X" FOREST RIDGE ESTATES PLAT 1, AND SHALL BE MAINTAINED AS PERMANENT/UNBUILDABLE OPEN SPACE BY THE HOMEOWNERS ASSOCIATION.
21. ANY TREE REMOVALS AND NATIVE SLOPE MODIFICATION ON SLOPES GREATER THAN 5:1 OR WITHIN THE SAFE SLOPE BUILDING SETBACK LINE SHALL REQUIRE ADDITIONAL GEOTECHNICAL INVESTIGATION BY A LICENSED GEOTECHNICAL ENGINEER. NO FILL FROM HOMEOWNER/HOMEBUILDERS SHALL BE ALLOWED WITHIN THE TREE LINE OR ON SLOPES STEEPER THAN 5:1 WITHOUT ADDITIONAL GEOTECHNICAL INVESTIGATION.
22. CONSTRUCTION WITHIN THE SAFE SLOPE SETBACK SHALL REQUIRE FOUNDATION DESIGN BY A PROFESSIONAL STRUCTURAL ENGINEER AND SLOPE STABILIZATION REVIEW AND DESIGN BY A PROFESSIONAL GEOTECHNICAL ENGINEER.
23. ANY NEW ENTRANCE WILL REQUIRE A POLK COUNTY ENTRANCE PERMIT AND ANY WORK IN THE ROW, OTHER THAN FOR AN ENTRANCE, WILL REQUIRE A POLK COUNTY ROW GRANT PERMIT.
24. GRADING CONTRACTOR WILL BE REQUIRED TO PROVIDE A 4-YEAR MAINTENANCE BOND FOR EROSION CONTROL. THE IDNR STORM WATER DISCHARGE PERMIT WILL BE REQUIRED PRIOR TO GRADING OPERATIONS.
25. THE FUTURE DRIVEWAYS FOR LOTS 1 AND 2 MAY NOT ACCESS FROM EITHER THE HAMMERHEAD OR THE DEAD-END PORTION OF THE PUBLIC ROADWAY.



VICINITY MAP
SCALE: 1"=1000'

PROPERTY DESCRIPTION

A PART OF PARCEL 2021-38 AS FILED IN BOOK 18538, PAGE 94 OF THE POLK COUNTY RECORDER'S OFFICE BEING A PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 AND THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE 5TH P.M, POLK COUNTY, IOWA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 17; THENCE NORTH 89°50'27" WEST ALONG THE SOUTH LINE OF SAID EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 AND ALONG THE SOUTH LINE OF SAID PARCEL 2021-38, A DISTANCE OF 653.77 FEET TO THE SOUTHWEST CORNER OF SAID EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 AND TO THE SOUTHWEST CORNER OF SAID PARCEL 2021-38; THENCE NORTH 00°25'02" EAST ALONG THE WEST LINE OF SAID EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 AND ALONG THE WEST LINE OF SAID PARCEL 2021-38, A DISTANCE OF 473.14 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 2021-38; THENCE SOUTH 72°53'36" EAST ALONG THE NORTH LINE OF SAID PARCEL 2021-38, A DISTANCE OF 150.81 FEET; THENCE SOUTH 32°05'24" EAST CONTINUING ALONG SAID NORTH LINE, 262.01 FEET; THENCE NORTH 52°05'48" EAST CONTINUING ALONG SAID NORTH LINE, 75.39 FEET; THENCE SOUTH 32°05'24" EAST CONTINUING ALONG SAID NORTH LINE, 31.27 FEET; THENCE SOUTH 73°07'16" EAST CONTINUING ALONG SAID NORTH LINE, 184.08 FEET; THENCE SOUTH 89°37'27" EAST CONTINUING ALONG SAID NORTH LINE, 216.21 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 2021-38; THENCE SOUTH 00°28'58" WEST ALONG THE EAST LINE OF SAID PARCEL 2021-38, A DISTANCE OF 157.81 FEET; THENCE NORTH 89°51'21" WEST, 100.00 FEET TO THE EAST LINE OF SAID EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE SOUTH 00°28'58" WEST ALONG SAID WEST LINE, 16.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.04 ACRES (45,477 S.F.).

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

OWNER

QUIRK INVESTMENTS, LLC
4123 NW 95TH PLACE
POLK CITY, IOWA 50226
CONTACT: DEAN QUIRK
PHONE: (515) 965-6093

SURVEYOR

SNYDER & ASSOCIATES, INC.
2727 SW SNYDER BLVD
ANKENY, IOWA 50023
ERIN D. GRIFFIN, P.L.S.
(515) 964-2020

ZONING CLASSIFICATION

RR - RURAL RESIDENTIAL DISTRICT

DEVELOPMENT OPTION

CLUSTER DEVELOPMENT

BULK REGULATIONS

MINIMUM LOT AREA = 20,000 SF
YARD SETBACKS:
FRONT: 30' MIN.
SIDE: 10' MIN.
REAR: 30' MIN.
MINIMUM LOT WIDTH = 100'
MAXIMUM BUILDING COVERAGE = 30%
MAXIMUM BUILDING HEIGHT = 35'

FEMA CLASSIFICATION

ZONE X - MINIMAL FLOOD HAZARD AREA
PANEL NUMBER 19153C0185F
EFFECTIVE FEBRUARY 1, 2019

ACRES

NE 1/4 SW 1/4 0.36 AC
NW 1/4 SW 1/4 4.21 AC

LEGEND

FEATURES	FOUND	SET
Section Corner	▲	△
1/2" Rebar, Yellow Plastic Cap #19710 (Unless Otherwise Noted)	●	○
ROW Marker	■	□
ROW Rail	⋈	⋈
Yellow Plastic Cap	YPC	
Orange Plastic Cap	OPC	
Platted Distance	P	
Measured Bearing & Distance	M	
Recorded As	R	
Deed Distance	D	
Calculated Distance	C	
Minimum Protection Elevation	MPE	
Centerline		
Section Line		
1/4 Section Line		
1/4 1/4 Section Line		
Easement Line		

RECEIVED
FEB 2 3 2022
CITY OF ANKENY

LICENSED PROFESSIONAL LAND SURVEYOR
ERIN D. GRIFFIN
19710
IOWA

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

Erin D. Griffin, PLS 2/23/22
Date

License Number 19710
My License Renewal Date is December 31, 2023

Pages or sheets covered by this seal:
Sheets 1-2

MARK	REVISION	DATE	BY
1	REVISED PER POLK COUNTY COMMENTS	2-11-22	AWS
2	REVISED PER POLK COUNTY COMMENTS	2-23-22	AWS

Engineer: BKC | Checked By: EDG | Scale: 1" =1000'
Technician:LJM | Date: 01-12-22 | T-R-S: 80N-24W-17
Project No:121.0526.01 | Sheet 1 of 2

POLK COUNTY, IOWA

FOREST RIDGE ESTATES PLAT 2

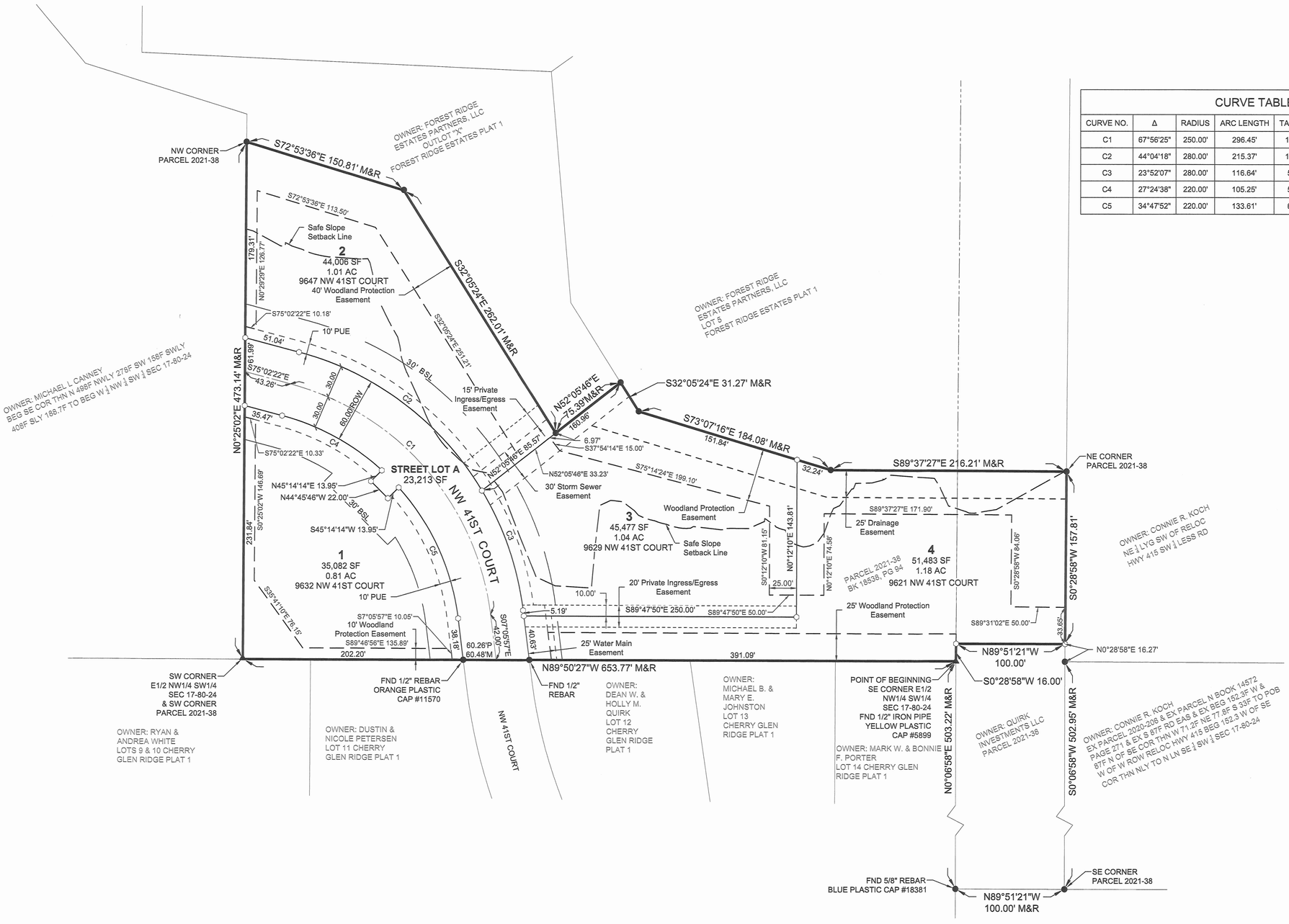
TITLE SHEET

SNYDER & ASSOCIATES, INC.
2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com

SNYDER & ASSOCIATES

Project No: 121.0526.01
Sheet 1 of 2

V:\Projects\2021\121.0526.01\CADD\FP- 121052601_FPT.dwg ALAN SMITH, TITLE SHEET, 2022/02/23, 11:53 AM, ANSI FULL BLEED D (34.00 X 22.00 INCHES)



CURVE TABLE					
CURVE NO.	Δ	RADIUS	ARC LENGTH	TANGENT	CHORD BEARING/LENGTH
C1	67°56'25"	250.00'	296.45'	168.44'	S41°04'10"E 279.38'
C2	44°04'18"	280.00'	215.37'	113.33'	S53°00'13"E 210.10'
C3	23°52'07"	280.00'	116.64'	59.18'	S19°02'01"E 115.80'
C4	27°24'38"	220.00'	105.25'	53.65'	N61°20'03"W 104.25'
C5	34°47'52"	220.00'	133.61'	68.94'	N24°29'53"W 131.57'

RECEIVED
FEB 23 2022
CITY OF ANKENY

0 50
FEET

MARK	REVISION	DATE	BY
2	REVISED PER POLK COUNTY COMMENTS	2-23-22	AWS
1	REVISED PER POLK COUNTY COMMENTS	2-11-22	AWS

Engineer: BKC | Checked By: EDG | Scale: 1" =50'
Technician: LJM | Date: 01-12-22 | T-R-S: 80N-24W-17

Project No: 121.0526.01

Sheet 2 of 2

POLK COUNTY, IOWA

FOREST RIDGE ESTATES PLAT 2

FINAL PLAT

SNYDER & ASSOCIATES, INC.
2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com

SNYDER & ASSOCIATES

Project No: 121.0526.01

Sheet 2 of 2

V:\Projects\2021\121.0526.01\CAD\FP-121.0526_FP.dwg ALLAN SMITH, FINAL PLAT, 2/22/2022 11:53 AM, ANSI FULL BLEED D (24.00" X 36.00" INCHES)

city of Ankeny
bringing it all together

Plan and Zoning Commission
Staff Report

Meeting Date: February 22, 2022

Agenda Item: Forest Ridge Estates Plat 2 – Final Plat (County)
Report Date: February 17, 2022
Prepared by: Bryan Morrissey EJC
Associate Planner

Staff Recommendation

That the Plan and Zoning Commission recommend City Council approval of the Forest Ridge Estates Plat 2 Final Plat, subject to applicable Polk County Subdivision Requirements in lieu of the City of Ankeny Subdivision Regulations.

Project Summary

The subject plat is located approximately a tenth of a mile west of the Ankeny corporate limits, just west of the NW 94th Avenue and NW Polk City Drive intersection. The property lies within the state statutory two-mile subdivision review of the City of Ankeny, and is located within the City's 2040 planning boundary.

The proposed 4.57-acre plat is currently zoned Rural Residential under Polk County's zoning regulations and is identified as being utilized for Low-Density Residential in The Ankeny Plan 2040 Future Land Use Map. The proposed plat creates four single family residential lots and one street lot that will be dedicated to Polk County, allowing for the continuation of NW 41st Court. A number of easements are proposed within the plat that are designated for drainage, water mains, public utilities, ingress/egress, and woodland protection. Properties within the subject plat will utilize a common private stormwater detention basin located within the Forest Ridge Estates Plat 1 subdivision.

Properties within the proposed plat will utilize the Des Moines Water Works for water service and individual on-site sewage systems for sewage disposal. Should the properties be annexed into the City of Ankeny, streetlights and sidewalks will be the responsibility of the property owners.

Staff recommends the City of Ankeny defer to the Polk County Subdivision Requirements.

N

1 inch = 515 feet

Date: 2/15/2022

Forest Ridge Estates Plat 2 - Final Plat (County)

Ankeny

bringing it all together.

February 11, 2022

Honorable Mayor and City Council
Plan and Zoning Commission
City of Ankeny
1250 SW District Drive
Ankeny, Iowa 50023

RE: FINAL PLAT RESUBMITTAL
FOREST RIDGE ESTATES PLAT 2
PART OF THE SW ¼ OF SEC. 17, T80N, R24W
S&A Project No. 121.0526.01

Dear Honorable Mayor, City Council and Plan and Zoning Commission:

On behalf of Quirk Investments, LLC, as Owner and Applicant, please find accompanying the revised Final Plat and associated information for the above referenced project. This project is located within rural Polk County but is within the 2-mile review area of the City of Ankeny. The Final Plat illustrates fourn (4) single family detached residential lots located on the extension of NW 41st Court, west of Highway 415. The property is approximately 4.57 acres zoned as Rural Residential (RR) zoning districts developed under the Planned Development Option –Cluster Development.

As requested, we have addressed all items of the Tech Review through plan modification and discussions with Staff.

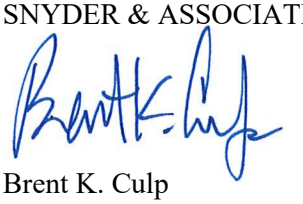
Please find accompanying the following items:

- 2 copies of the Response Letter indicating how each comment was addressed, and
- 6 folded copies of the Final Plat.

We are anticipating this project being placed on the February 22, 2022 Plan and Zoning Commission agenda in route to a final approval of the above mentioned items on the March 11, 2022 City Council agenda. If there are additional questions or comments on this project, please contact me at your convenience. Thank you.

Sincerely,

SNYDER & ASSOCIATES, INC.



Brent K. Culp

Enclosure
cc: Dean Quirk, DHQ Investments, LLC (w/enclosures emailed)
Laura R. Luetje, Lamberti, Gocke & Luetje, P.C. (w/enclosures emailed)
File

??

city of Ankeny

bringing it all together®

ANKENY CITY COUNCIL

City Council Agenda

March 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: ?? COUNCIL GOAL:

Planning and Building

Ensure Economic Vitality

ACTION REQUESTED:

Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** accepting final plat, warranty deed to streets, subdivision bonds for seeding and erosion control, performance and maintenance bonds for public improvements, and platted easements for Georgetown Plat 11.

EXECUTIVE SUMMARY:

Georgetown Plat 11 is a proposed 2.42-acre(+/-) final plat located at the intersection of NW 18th Street and NW Briargate Drive, just west of N Ankeny Boulevard. The subject final plat creates two developable lots that are both zoned C-2, General Retail and Highway Oriented Commercial District. Street Lot 'A' will be dedicated to the City as public right-of-way to accommodate the turn lane extension and traffic signal projects that are expected to take place at the NW Briargate and NW 18th Street intersection.

FISCAL IMPACT: **??No**

CITY MANAGER'S RECOMMENDATIONS:

Approve and accept resolution.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

The Plan & Zoning Commission recommended approval of the final plat on February 22, 2022.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Resolution
P&Z Commission Minutes
Final Plat
Staff Report
Map
Applicant Letter

Preparer Information: Bryan Morrissey, City of Ankeny, Iowa, 1210 NW Prairie Ridge Drive, Ankeny, IA 50023 Phone: 515-963-3551

RESOLUTION

RESOLUTION ACCEPTING FINAL PLAT, WARRANTY DEED TO STREETS, SUBDIVISION BONDS FOR SEEDING AND EROSION CONTROL, PERFORMANCE AND MAINTENANCE BONDS FOR PUBLIC IMPROVEMENTS, AND PLATTED EASEMENTS FOR GEORGETOWN PLAT 11

WHEREAS, the Plan and Zoning Commission of the City of Ankeny, Iowa, recommended approval of the final plat for Georgetown Plat 11 on the 22nd day of February 2022; and

WHEREAS, the attorney's title opinion, warranty deed to streets, subdivision bonds for seeding and erosion control, performance and maintenance bonds for public improvements, and platted easements have been submitted and approved by the City Engineer and the Director of Community Development of the City of Ankeny, Iowa.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa:

1. That the final plat for Georgetown Plat 11 is hereby approved; and
2. That the warranty deed to streets is hereby accepted; and
3. That the subdivision bonds for seeding and erosion control are hereby accepted; and
4. That the performance and maintenance bonds for sanitary sewer are hereby accepted; and
5. That the public storm water management facility maintenance covenant and permanent easement agreements and public sanitary and temporary construction easements are hereby accepted,

PASSED AND APPROVED this 7th day of March, 2022.

_____
Mark E. Holm, Mayor

ATTEST:

_____
Denise L. Hoy, City Clerk

Meeting Minutes

Plan & Zoning Commission Meeting

Tuesday, February 22, 2022
Ankeny City Council Chambers, Second Floor
1250 SW District Drive, Ankeny, Iowa

CALL TO ORDER
Chair G.Hunter called the February 22, 2022 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

ROLL CALL
Members present: Trina Flack, Glenn Hunter, Ted Rapp, Annette Renaud, Todd Ripper and Lisa West. Staff present: E.Jensen, E.Carstens, D.Silverthorn, R.Hulstrom, J.Heil, B.Morrissey, L.Hutzell, B.Fuglsang

CONSENT AGENDA ITEMS
Item #3. Georgetown Plat 11 Final Plat
Motion to recommend City Council approval of the Georgetown Plat 11 Final Plat.

Motion by T.Rapp to approve the recommendations for Consent Agenda Item(s) #1 - #6. Second by T.Flack. All voted aye. Motion carried 6 – 0.

GEORGETOWN PLAT 11

FINAL PLAT

INDEX LEGEND

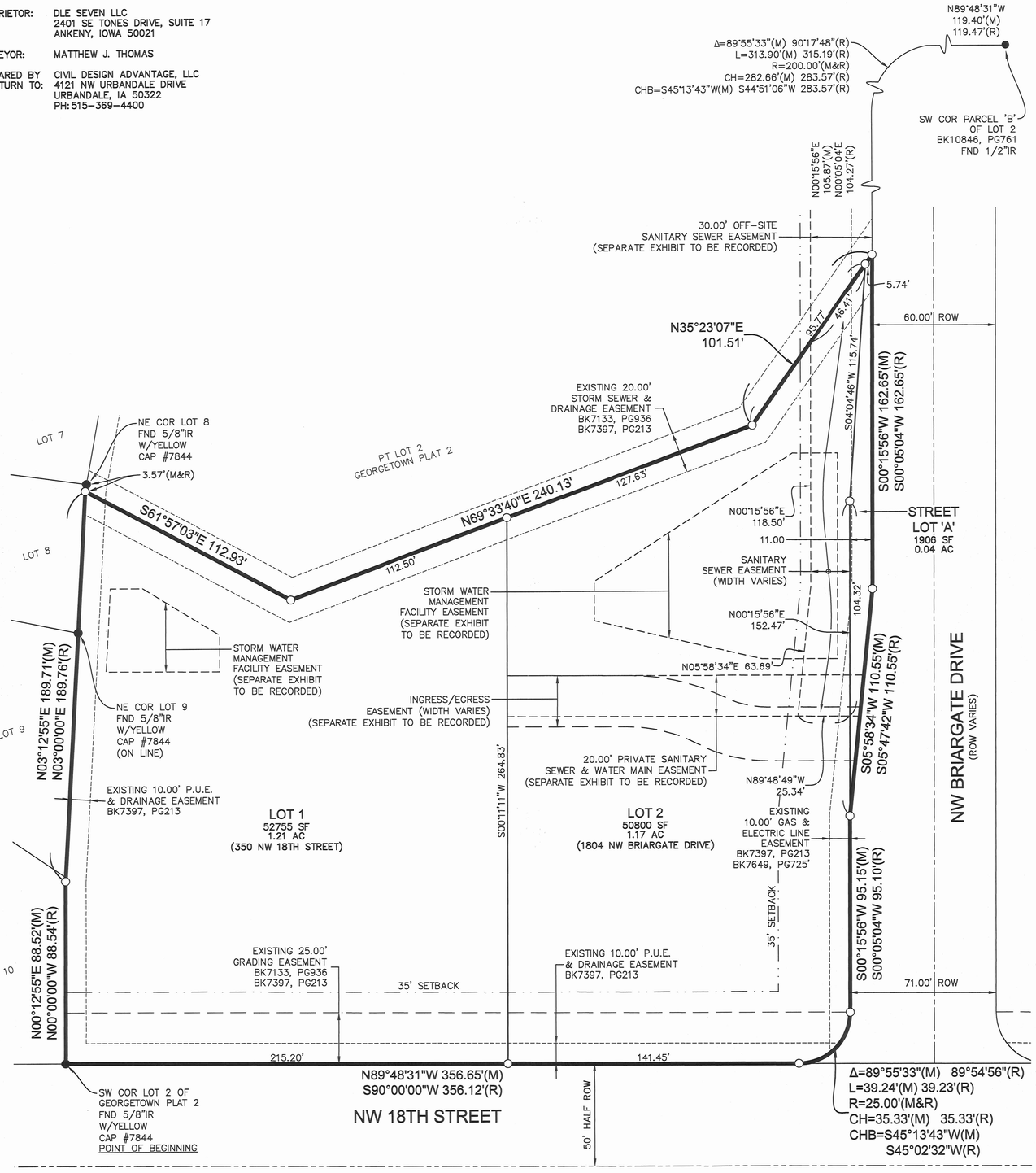
LOCATION: PART OF LOT 2 IN GEORGETOWN PLAT 2 ANKENY, POLK COUNTY, IOWA

REQUESTOR: DLE SEVEN LLC
2401 SE TONES DRIVE, SUITE 17
ANKENY, IOWA 50021

PROPRIETOR: DLE SEVEN LLC
2401 SE TONES DRIVE, SUITE 17
ANKENY, IOWA 50021

SURVEYOR: MATTHEW J. THOMAS

PREPARED BY & RETURN TO: CIVIL DESIGN ADVANTAGE, LLC
4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PH: 515-369-4400



FILE: H:\2021\2109728\DWG\2109728-FINAL PLAT.DWG
FILE DATE: 2/4/22
PLOTTED BY: MATT THOMAS
DATE PLOTTED: 2/25/2022 10:03 AM
COMMENT: ENG

OWNER / DEVELOPER

DLE SEVEN LLC
2401 SE TONES DRIVE, SUITE 17
ANKENY, IOWA 50021
PH: 515-964-1587
CONTACT: CHRIS MURRAY
EMAIL: CMURRAY@DENNYELWELLCOMPANY.COM

ENGINEER / SURVEYOR

CIVIL DESIGN ADVANTAGE
4121 NW URBANDALE DRIVE
URBANDALE, IA 50322

DATE OF SURVEY

JANUARY 12, 2022

PLAT DESCRIPTION

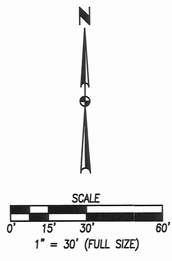
A PART OF LOT 2, GEORGETOWN PLAT 2, AN OFFICIAL PLAT IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 2; THENCE NORTH 00°12'55" EAST ALONG THE WESTERLY LINE OF SAID LOT 2, A DISTANCE OF 88.52 FEET; THENCE NORTH 03°12'55" EAST CONTINUING ALONG SAID WESTERLY LINE, 189.71 FEET; THENCE SOUTH 61°57'03" EAST, 112.93 FEET; THENCE NORTH 69°33'40" EAST, 240.13 FEET; THENCE NORTH 35°23'07" EAST, 101.51 FEET TO THE EASTERLY LINE OF SAID LOT 2; THENCE SOUTH 00°15'56" WEST ALONG SAID EASTERLY LINE, 162.65 FEET; THENCE SOUTH 05°58'34" WEST CONTINUING ALONG SAID EASTERLY LINE, 110.55 FEET; THENCE SOUTH 00°15'56" WEST CONTINUING ALONG SAID EASTERLY LINE, 95.15 FEET; THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY LINE OF SAID LOT 2 AND A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 39.24 FEET AND WHOSE CHORD BEARS SOUTH 45°13'43" WEST, 35.33 FEET; THENCE NORTH 89°48'31" WEST ALONG THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 356.65 FEET TO THE POINT OF BEGINNING AND CONTAINING 2.42 ACRES (105,461 SQUARE FEET).

THE PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

NOTES

1. ANY SET MONUMENTATION SHOWN ON THIS PLAT WILL BE COMPLETED WITHIN ONE YEAR FROM THE DATE THIS PLAT WAS RECORDED.
2. LOTS MAY BE SUBJECT TO MINIMUM PROTECTION ELEVATIONS AND OTHER ELEVATION RESTRICTIONS NOT SHOWN ON THIS PLAT. REFER TO THE APPROVED PROJECT ENGINEERING DOCUMENTS FOR ANY ELEVATION RESTRICTIONS.
3. STREET LOT 'A' TO BE DEDICATED TO THE CITY OF ANKENY AND SHALL BE USED AS PUBLIC STREET RIGHT OF WAY.
4. A 5' SIDEWALK WILL BE REQUIRED ALONG NW BRIARGATE DRIVE AT THE TIME OF SITE PLAN DEVELOPMENT.
5. NO FLOOD HAZARD WITHIN PLAT BOUNDARY AS SHOWN ON FLOOD INSURANCE RATE MAP FOR THE CITY OF ANKENY, POLK COUNTY, IOWA, MAP NUMBER 19153C0205F, EFFECTIVE DATE FEBRUARY 1, 2019.



ROLL CALL
Plan & Zoning Commission
Ankeny, IA
Date February 22, 2022
Ayes 6 Nays 0 Abstain 0 Absent 0
APPROVED
G Hunter Chairperson
T Stephens Secretary

LEGEND

	FOUND	SET
SECTION CORNER AS NOTED	▲	△
1/2" REBAR, RED PLASTIC CAP#19968 (UNLESS OTHERWISE NOTED)	●	○
MEASURED BEARING & DISTANCE	M	
RECORDED BEARING & DISTANCE	R	
DEEDED BEARING & DISTANCE	D	
PUBLIC UTILITY EASEMENT	P.U.E.	
CURVE ARC LENGTH	AL	
LOT ADDRESS	(1234)	
CENTERLINE		
SECTION LINE		
EASEMENT LINE		
BUILDING SETBACK LINE		
PLAT BOUNDARY		

ZONING

C-2

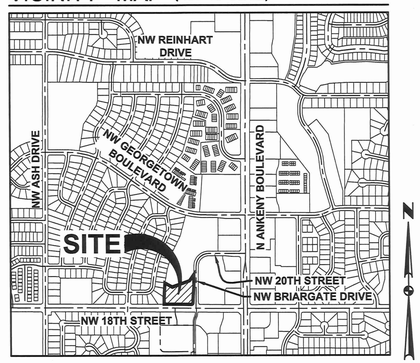
BULK REGULATIONS

SETBACKS
FRONT YARD: 35 FEET

SIDE YARDS: SAME AS REQUIRED IN R-3 DISTRICT FOR RESIDENTIAL USES. NO MINIMUM REQUIREMENTS FOR ANY OTHER PERMITTED USES, EXCEPT WHEN ADJOINING ANY R DISTRICT, IN WHICH CASE, 25 FEET. ANY SIDE YARD ADJOINING AN R DISTRICT SHALL BE BUFFERED BY USE OF LANDSCAPING, WALLS, OR FENCES TO EFFECTIVELY SCREEN THE COMMERCIAL USE FROM THE ADJOINING R DISTRICT.

REAR YARD: 40 FEET. ANY REAR YARD ADJOINING AN R DISTRICT SHALL BE BUFFERED BY USE OF LANDSCAPING, WALLS, OR FENCES TO EFFECTIVELY SCREEN THE COMMERCIAL USE FROM THE ADJOINING R DISTRICT.

VICINITY MAP (NOT TO SCALE)



ANKENY, IOWA

LICENSED PROFESSIONAL LAND SURVEYOR
MATTHEW J. THOMAS
19968
IOWA

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

MATTHEW J. THOMAS, P.L.S. — DATE 02/23/2022

LICENSE NUMBER 19968
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2023
PAGES OR SHEETS COVERED BY THIS SEAL:
THIS SHEET

RECEIVED
FEB 24 2022
CITY OF ANKENY

REVISIONS	DATE
SECOND SUBMITTAL	02/11/22
FIRST SUBMITTAL	01/19/22

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400

ENGINEER: TECH: REVIEW:

CIVIL DESIGN ADVANTAGE
ANKENY, IOWA

GEORGETOWN PLAT 11
FINAL PLAT

1/1
2109.728

Ankeny
bringing it all together.

Plan and Zoning Commission
Staff Report

Meeting Date: February 22, 2022

Agenda Item: Georgetown Plat 11 - Final Plat
Report Date: February 17, 2022
Prepared By: Bryan Morrissey
Associate Planner

EJC

Staff Recommendation:

That the Plan and Zoning Commission recommend City Council approval of the Georgetown Plat 11 Final Plat.

Project Summary:

Georgetown Plat 11 is a proposed 2.42-acre (+/-) final plat located at the intersection of NW 18th Street and NW Briargate Drive, just west of N Ankeny Boulevard. The subject final plat creates two developable lots that are both zoned C-2, General Retail and Highway Oriented Commercial District. Street Lot 'A' will be dedicated to the City as public right-of-way to accommodate the turn lane extension and traffic signal projects that are expected to take place at the NW Briargate and NW 18th Street intersection.

Project Report:

Streets: The subject final plat will be accessed entirely from NW Briargate Drive as there will not be direct access from NW 18th Street. Lot 1 will be accessed via a proposed ingress/egress easement that crosses Lot 2 from NW Briargate Drive. Street Lot 'A' will be dedicated to the city as public right-of-way. No other street development will take place as a part of this plat.

Water: Water service will be provided by connecting to the eight-inch water line that runs along the west side of NW Briargate Drive.

Sewer: Sanitary service will be extended along the west side of NW Briargate Drive until connecting to the existing sanitary service line that is present along NW 20th Street. The development will be serviced via six-inch sanitary service.

Drainage: Stormwater on the site will be detained via one of the two proposed storm water management areas shown on the final plat. From there, stormwater will generally flow north through an existing drainageway along the northern property line and eventually through an existing drainage pipe under NW Briargate Drive.

Parkland: Parkland dedication is not required for commercial development.

CITY OF ANKENY
SUBDIVISION DATA

NAME OF PLAT: Georgetown Plat 11
NAME OF OWNER/ DEVELOPER: DLE Seven, LLC

GENERAL INFORMATION:

PLAT LOCATION:	North of NW 18th Street; west of NW Briargate Drive & N Ankeny Boulevard
SIZE OF PLAT:	2.42-acres
ZONING:	C-2, General Retail and Highway Oriented Commercial District

LOTS:

NUMBER:	Two Commercial Lots
SIZE/DENSITY:	Lot 1: 1.21 acres, Lot 2: 1.17 acres
USE:	Commercial
BUILDING LINES:	Front = 35', Side = 25' when adjoining any residential district, Rear = 40'

PARK SITE DEDICATION: Not Required

ADJACENT LANDS:

NORTH:	C-2, General Retail & Highway Oriented Commercial (Undeveloped)
SOUTH:	C-2, General Retail & Highway Oriented Commercial
EAST:	C-2, General Retail & Highway Oriented Commercial
WEST:	R-3, Multiple Family Residence District w/Restrictions

STREET DEVELOPMENT:

Street Lot 'A' will be dedicated to the City as public right-of-way to accommodate the turn lane extension and traffic signal projects that will take place at the NW Briargate and NW 18th Street intersection. No other street development will take place as a part of this plat.

WASTE WATER:

PROJECTED FLOWS: 2.42 acres of developable land x 3,000= 7,260 GPD
TREATMENT PLANT CAPACITY: 47 MGD; current daily avg. 18 MGD

STORM WATER:

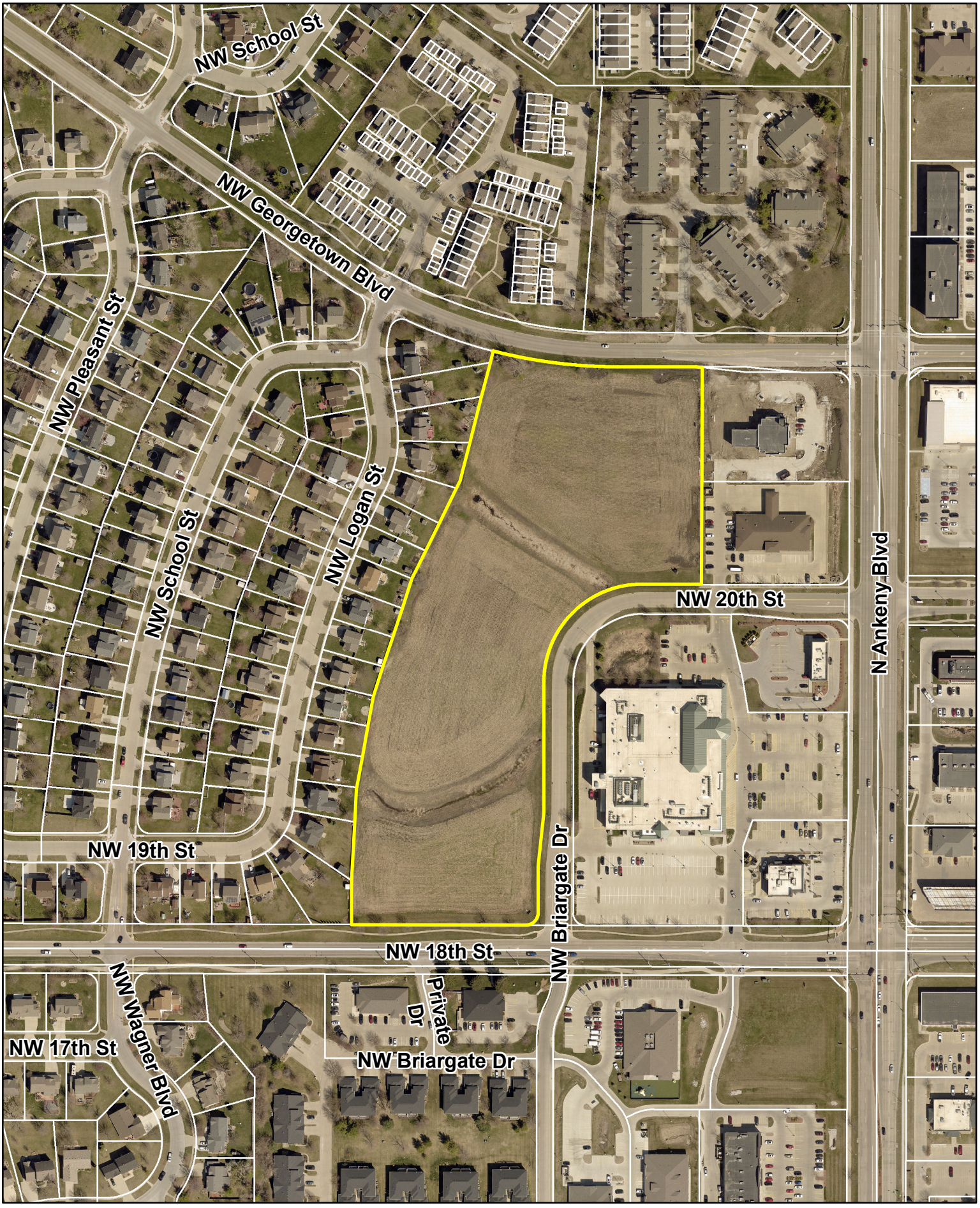
BASIN FLOWS: This plat lies in the Middle Four Mile Creek Basin

WATER SYSTEM:

USAGE: 2.42 acres of developable land X 3,000 gal. per day/person = 7,260 GPD
SUPPLY CAPACITY: 13.72 MGD; Current daily avg. 6.2 MGD.

FINAL PLAT DRAWING: Staff recommends approval.

CONSTRUCTION PLANS: To be approved.



N

1 inch = 250 feet

Date: 2/10/2022

Georgetown Plat 11 - Final Plat

Ankeny
bringing it all together.

CIVIL DESIGN ADVANTAGE L.L.C.
ENGINEERS, LANDSCAPE ARCHITECTS, PLANNERS & SURVEYORS

February 11, 2022

Honorable Mayor and City Council Members
c/o Bryan Morrissey
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

RE: Georgetown Plat 11
Final Plat Submittal

Dear Council Members and Honorable Mayor;

On behalf of DLE Seven, LLC, we are pleased to submit herewith a final plat for Georgetown Plat 11 located North of NW 18th Street and West of NW Briargate Drive. The property contains approximately 2.4 acres for 2 Commercial lots.

We are requesting that approval of the final plat be granted by City Council at the next regular City Council meeting.

Sincerely,
CIVIL DESIGN ADVANTAGE, LLC

Dean Roghair, PE

cc: Chris Murray, DLE Seven, LLC

RECEIVED
FEB 11 2022
CITY OF ANKENY

4121 NW URBANDALE DRIVE, URBANDALE, IOWA 50322 • P 515+369+4400 • F 515+369+4410 • WWW.CDA-ENG.COM

??

ANKENY CITY COUNCIL

City Council Agenda

March 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: ?? COUNCIL GOAL:

Planning and Building

Ensure Economic Vitality

ACTION REQUESTED:

Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** approving plans and specifications, contracts, and performance and maintenance bonds for the construction of sanitary sewer in Georgetown Plat 11.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **??No**

CITY MANAGER'S RECOMMENDATIONS:

Approve and accept resolution.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Resolution

RESOLUTION

RESOLUTION APPROVING PLANS AND SPECIFICATIONS, CONTRACTS, AND PERFORMANCE AND MAINTENANCE BONDS FOR THE CONSTRUCTION OF SANITARY SEWER IN GEORGETOWN PLAT 11

WHEREAS, the plans and specifications for the construction of sanitary sewer in Georgetown Plat 11 have been submitted and approved by the City Engineer; and

WHEREAS, the three-party contract for construction and the performance and maintenance bonds for the above-described improvements have been submitted and accepted by the City Engineer; and

WHEREAS, the Plan and Zoning Commission recommended City Council approval and the City Council has approved the final plat for Georgetown Plat 11.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa:

1. That the plans and specifications for the construction of sanitary sewer are hereby accepted; and
2. That the three-party contracts for construction and the performance and maintenance bonds are hereby accepted; and
3. That permission is hereby granted to the parties of said contract to construct said above described improvements, subject to inspection and approval of the City Engineer, in accordance with said contract and plans and specifications.

PASSED AND APPROVED on this 7th day of March, 2022.

_____
Mark E. Holm, Mayor

ATTEST:

_____
Denise L. Hoy, City Clerk

??

ANKENY CITY COUNCIL

City Council Agenda

March 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: COUNCIL GOAL: ??

Planning and Building | Ensure Economic Vitality

ACTION REQUESTED:

Motion

LEGAL:

SUBJECT:

Consider motion to approve The Reserve at the Grove Preliminary Plat, and accept the public street name NW Savannah Drive and the private street name NW Olivia Lane.

EXECUTIVE SUMMARY:

The Grove Landing PUD is an area of approximately 123 acres, generally located in the southwest corner of the NW 18th Street and NW Weigel Drive intersection. The PUD was originally approved on February 15, 2021, as a rezoning from R-1, one-family residence district.

The Reserve at the Grove Preliminary Plat is a proposed 26.42-acre (+/-) preliminary plat located directly in the southwest corner of the NW 18th Street and NW Weigel Drive intersection. The preliminary plat includes 54 single-family residential lots, 72 townhome lots, two outlots for stormwater, and associated utility and site infrastructure. Parkland dedication for this preliminary plat was primarily dedicated in Grove Landing Plat 2, which consisted of 8.1 acres. Any additional parkland dedication will be payment in lieu of dedication to meet the remaining parkland dedication requirements. The proposed preliminary plat is in general conformance with the Grove Landing PUD.

FISCAL IMPACT: **??No**

CITY MANAGER'S RECOMMENDATIONS:

Approve The Reserve at the Grove Preliminary Plat, and accept the public street name NW Savannah Drive and the private street name NW Olivia Lane.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

The Plan and Zoning Commission recommended City Council approval at their meeting on February 22, 2022.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Preliminary Plat
P&Z Minutes
Staff Report
Applicant Letter
Map

PRELIMINARY PLAT- 2022
FOR
THE RESERVE AT THE GROVE
CITY OF ANKENY, POLK COUNTY, IOWA

ROLL CALL
Plan & Zoning Commission
Ankeny, IA
Date February 22, 2022
Ayes 6 Nays 0 Abstain — Absent 0
APPROVED
Chairperson
Secretary

LEGEND

FEATURES	FOUND	SET
Section Corner	▲	△
1/2" Rebar, Cap # 11579 (Unless Otherwise Noted)	●	○
ROW Marker	■	□
ROW Rail	═	═
Control Point	⊙CP	
Bench Mark	BM	
Platted Distance	P	
Measured Bearing & Distance	M	
Recorded As	R	
Deed Distance	D	
Calculated Distance	C	
Minimum Protection Elevation	MPE	
Centerline		
Section Line		
1/4 Section Line		
1/4 1/4 Section Line		
Easement Line		

FEATURES	EXISTING	PROPOSED
Spot Elevation	X 1225.25	X 1225.25
Contour Elevation	1225	1225
Fence (Barbed, Field, Hog)	X	X
Fence (Chain Link)	//	//
Fence (Wood)	O	O
Fence (Silt)	o	o
Tree Line		
Tree Stump		
Deciduous Tree \\ Shrub		
Coniferous Tree \\ Shrub		
Communication	C(*)	C
Overhead Communication	OC(*)	OC
Fiber Optic	FO(*)	FO
Underground Electric	E(*)	E
Overhead Electric	OE(*)	OE
Gas Main with Size	G(*)	G
High Pressure Gas Main with Size	HPG(*)	HPG
Water Main with Size	W(*)	W
Sanitary Sewer with Size	S(*)	S
Duct Bank	DUCT(*)	DUCT
Test Hole Location for SUE w/ID		

(*) Denotes the survey quality service level for utilities

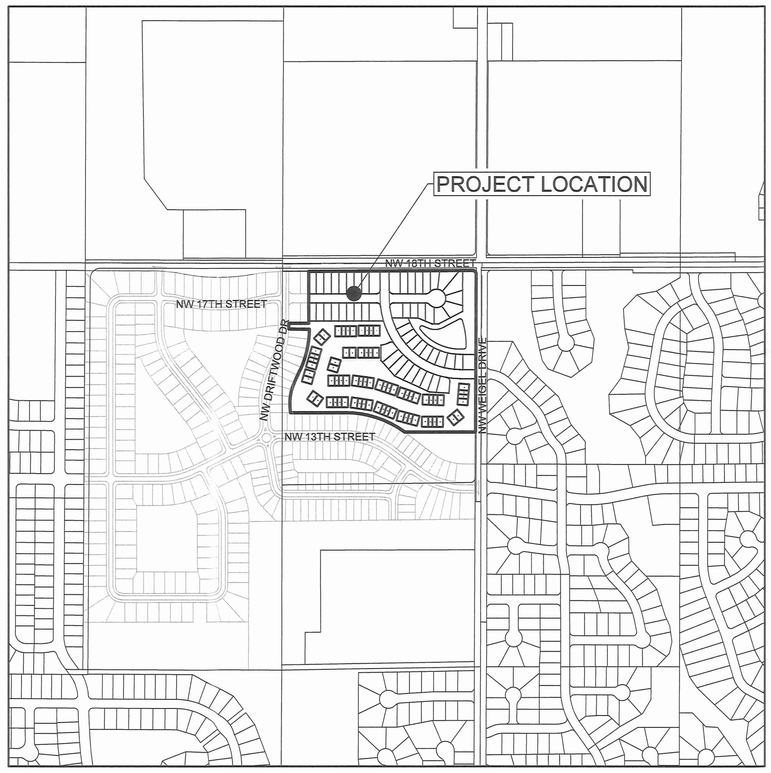
Sanitary Manhole	⊘	⊘
Storm Sewer with Size	ST(*)	ST
Storm Manhole	⊘	⊘
Single Storm Sewer Intake	□	
Double Storm Sewer Intake	□□	
Fire Hydrant		
Fire Hydrant on Building		
Water Main Valve		
Water Service Valve		
Well		
Utility Pole		
Guy Anchor		
Utility Pole with Light		
Utility Pole with Transformer		
Street Light		
Yard Light		
Electric Box	EB	EB
Electric Transformer	E	E
Traffic Sign		
Communication Pedestal	C	C
Communication Manhole	C	C
Communication Handhole	C	C
Fiber Optic Manhole	FO	FO
Fiber Optic Handhole	FO	FO
Gas Valve		
Gas Manhole	G	G
Gas Apparatus	G	G
Fence Post or Guard Post	●	●
Underground Storage Tank	UST	
Above Ground Storage Tank	AST	
Sign		
Satellite Dish		
Mailbox		
Sprinkler Head	+	+
Irrigation Control Valve	⋈ICV	⋈ICV

UTILITY QUALITY SERVICE LEVELS

QUALITY LEVELS OF UTILITIES ARE SHOWN IN THE PARENTHESES WITH THE UTILITY TYPE AND WHEN APPLICABLE, SIZE. THE QUALITY LEVELS ARE BASED ON THE CI / ASCE 38-02 STANDARD.
QUALITY LEVEL (D) INFORMATION IS DERIVED FROM EXISTING UTILITY RECORDS OR ORAL RECOLLECTIONS.
QUALITY LEVEL (C) INFORMATION IS OBTAINED BY SURVEYING AND PLOTTING VISIBLE ABOVE-GROUND UTILITY FEATURES AND USING PROFESSIONAL JUDGMENT IN CORRELATING THIS INFORMATION WITH
QUALITY D INFORMATION.
QUALITY LEVEL (B) INFORMATION IS OBTAINED THROUGH THE APPLICATION OF APPROPRIATE SURFACE GEOPHYSICAL METHODS TO DETERMINE THE EXISTENCE AND APPROXIMATE HORIZONTAL POSITION OF SUBSURFACE UTILITIES.
QUALITY LEVEL (A) IS HORIZONTAL AND VERTICAL POSITION OF UNDERGROUND UTILITIES OBTAINED BY ACTUAL EXPOSURE OR VERIFICATION OF PREVIOUSLY EXPOSED SUBSURFACE UTILITIES, AS WELL AS THE TYPE, SIZE, CONDITION, MATERIAL, AND OTHER CHARACTERISTICS.

UTILITY WARNING

THE UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND/OR RECORDS OBTAINED. THE SURVEYOR MAKES NO GUARANTEE THAT THE UTILITIES OR SUBSURFACE FEATURES SHOWN COMPRISE ALL SUCH ITEMS IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UTILITIES OR SUBSURFACE FEATURES SHOWN ARE IN THE EXACT LOCATION INDICATED EXCEPT WHERE NOTED AS QUALITY LEVEL A.



SCALE 1" = 500'

CONTROL POINTS

IOWA REGIONAL COORDINATE SYSTEM ZONE 8 (IA-AMES-DSM)
NAD83(2011)(EPOCH 2010.00) IARTN DERIVED - US SURVEY FEET

CP100 N=7544644.19 E=18517255.30 Z=955.00
FOUND CUT "X" ON TOP OF CURB LOCATED ON THE EAST SIDE OF WEIGEL DRIVE, +-500' SOUTH OF NW 18TH ST. (AS SHOWN ON SURVEY)

CP101 N=7543851.25 E=18517251.40 Z=970.44
FOUND CUT "X" ON TOP CURB LOCATED AT THE SE QUADRANT WEIGEL DR. AND NW 13TH ST. (AS SHOWN ON SURVEY)

CP102 N=7545180.58 E=18517241.94 Z=953.79
FOUND CUT "X" CENTERLINE INTERSECT 18TH ST. AND WEIGEL DR. (AS SHOWN ON SURVEY)

CP103 N=7545207.90 E=18516614.08 Z=959.25
SET 1/2" REBAR WITH RED PLASTIC CAP NORTH SIDE 18TH ST. LOCATED +-600' WEST OF WEIGEL DR. AND +-5' EAST OF HYDRANT. (AS SHOWN ON SURVEY)

CP104 N=7545172.47 E=18515927.49 Z=970.80
FOUND CUT "X" AT CENTERLINE 18TH ST. AND NW DRIFTWOOD. (AS SHOWN ON SURVEY)

CP105 N=7544024.42 E=18515844.59 Z=977.76
SET CUT "X" ON TOP CURB AT EAST SIDE ROUNDABOUT LOCATED NE DRIFTWOOD AND NW 13TH ST. (AS SHOWN ON SURVEY)

VICINITY MAP

city of Ankeny
bringing it all together

BENCHMARKS

NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88 - GEOID12A)
IARTN DERIVED - US SURVEY FEET

BM500 ELEV=955.81
ARROW ON HYDRANT LOCATED NW QUADRANT OF NW 18TH ST. AND WEIGEL DRIVE. (AS SHOWN ON SURVEY)

PROPERTY DESCRIPTION

OUTLOT "Y" OF GROVE LANDING PLAT1 BEING AND OFFICIAL PLAT IN THE CITY OF ANKENY, IA.

OWNER / DEVELOPER

GREENLAND HOMES INC
1680 SW ANKENY ROAD, STE 2A
ANKENY, IA 50023
CONTACT: COREY KAUTZ
PHONE: 515-865-2546

ENGINEER

SNYDER AND ASSOCIATES, INC.
2727 SNYDER BLVD
ANKENY, IA 50023
CONTACT: ERIC CANNON
PHONE: 515-964-2020

ZONING

GROVE LANDING P.U.D.

BULK REGULATIONS SINGLE FAMILY

FRONT YARD SETBACK = 25' MIN.
SIDE YARD SETBACK = 5' MIN. ONE SIDE, 10' TOTAL
REAR YARD SETBACK = 30' MIN.
LOT WIDTH = 50' MIN.
LOT AREA = 5,000 SF MIN.

BULK REGULATIONS TOWNHOUSE

FRONT YARD SETBACK = 15' MIN.
SIDE YARD SETBACK = 5' MIN. ONE SIDE, 10' TOTAL
REAR YARD SETBACK = 15' MIN.
LOT WIDTH = 20' MIN.
LOT AREA = 1,000 SF MIN.

FEMA FIRM DESIGNATION

PANEL # 19153C018F EFFECTIVE DATE OF 2/1/2019

NOTES

1. NO DRIVEWAY ACCESS IS PERMITTED DIRECTLY OFF OF NW 18TH STREET OR NW WEIGEL DRIVE
2. THE DEVELOPER SHALL BE RESPONSIBLE FOR STREETLIGHT INSTALLATION WITHIN THE PLAT BOUNDARY.
3. THE DEVELOPER SHALL BE RESPONSIBLE FOR INSTALLING THE 8' SIDEWALK ALONG THE WEST SIDE OF NW WEIGEL DRIVE.
4. DRIVEWAYS SHALL BE PLACED TO AVOID PUBLIC UTILITY INFRASTRUCTURE AND RAMP LOCATIONS.
5. OUTLOT "Y" AND OUTLOT "Z" SHALL BE OWNED AND MAINTAINED BY THE HOME OWNER ASSOCIATION.
6. ALL UTILITIES SHOWN ARE FOR REFERENCE AT THIS TIME AND FINAL LAYOUT SHALL BE DETERMINED AT THE TIME OF FINAL PLATTING.
7. 25' LANDSCAPE BUFFER EASEMENT ALONG NW WEIGEL DR. AND NW 18TH STREET WILL REQUIRE 3 TREES AND 5 SHRUBS PER LOT OR EVERY 50-60 FEET. NO FENCES OR SHEDS WILL BE ALLOWED WITHIN BUFFER. HOME OWNERS WILL BE RESPONSIBLE FOR MAINTENANCE.
8. TOWNHOME AREA WILL REQUIRE ITS OWN LANDSCAPE PLAN IN CONFORMANCE WITH ANKENY CODE 191.15 AND 194.01(6)E.

INDEX OF SHEETS

C100	PRELIMINARY PLAT - TITLE SHEET
C200	PRELIMINARY PLAT - LAYOUT PLAN

RECEIVED
FEB 25 2022
CITY OF ANKENY

MARK	REVISION	DATE	BY
2	REVISED AS PER CITY COMMENTS	2-25-22	JWM
1	REVISED AS PER CITY COMMENTS	2-10-22	JWM

Engineer: EDC | Checked By: EDC | Scale: 1" =500'
Technician: JWM | Date: 01-20-22 | T-R-S: 18-80-24
Project No: 121.0358.01
Sheet C100

ANKENY, IA

2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com

THE RESERVE AT THE GROVE
PRELIMINARY PLAT - TITLE SHEET
SNYDER & ASSOCIATES, INC.

SNYDER & ASSOCIATES

Project No: 121.0358.01
Sheet C100

V:\Projects\2021\121.0358.01\CADD\121.0358_PPT.dwg JEREMY W MCCORMICK, PRELIMINARY PLAT - TITLE SHEET, 2022/02/25, 1:16 PM, ANSI FULL BLEED D (24.00 X 22.00 INCHES)

MARK	REVISION	DATE	BY
2	REVISED AS PER CITY COMMENTS	2-25-22	JWM
1	REVISED AS PER CITY COMMENTS	2-10-22	JWM

Engineer: EDC | Checked By: EDC | Scale: 1" = 60'
Technician: JWM | Date: 01-20-22 | T-R-S: 18-80-24

Project No: 121.0358.01

Sheet C200

ANKENY, IA

2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com

THE RESERVE AT THE GROVE

PRELIMINARY PLAT - LAYOUT PLAN

SNYDER & ASSOCIATES, INC.

SNYDER & ASSOCIATES

Project No: 121.0358.01

Sheet C200

0 60 FEET

V:\Projects\2021\121.0358.01\CADD\121.0358_PP1.dwg JEREMY W MCCORMICK, PRELIMINARY PLAT - LAYOUT PLAN, 2022/02/25, 1:16 PM, ANSI FULL BLEED D (34.00 X 22.00 INCHES)

Meeting Minutes

Plan & Zoning Commission Meeting

Tuesday, February 22, 2022
Ankeny City Council Chambers, Second Floor
1250 SW District Drive, Ankeny, Iowa

CALL TO ORDER
Chair G.Hunter called the February 22, 2022 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

ROLL CALL
Members present: Trina Flack, Glenn Hunter, Ted Rapp, Annette Renaud, Todd Ripper and Lisa West. Staff present: E.Jensen, E.Carstens, D.Silverthorn, R.Hulstrom, J.Heil, B.Morrissey, L.Hutzell, B.Fuglsang

BUSINESS ITEMS
Item #9. The Reserve at the Grove Preliminary Plat
J.Heil reported that The Reserve at the Grove Preliminary Plat is a proposed 26.42-acre preliminary plat located directly in the southwest corner of the NW 18th Street and NW Weigel Drive intersection. He said that it is a part of the Grove Landing PUD, an area of approximately 123 acres. J.Heil stated the preliminary plat includes 54 single-family residential lots, 72 townhome lots, two outlots for stormwater, and associated utility and site infrastructure. He noted that the newly proposed public street with the subject plat is NW Savannah Drive and a newly proposed private street NW Olivia Lane. NW Savannah Drive will be the main access onto NW 18th Avenue and NW Weigel Drive. J.Heil provided information regarding the water main, sanitary sewer, storm water detention and parkland for this preliminary plat. Staff recommends that the Plan and Zoning Commission recommend City Council approval of The Reserve at the Grove Preliminary Plat, and acceptance of the public street name NW Savannah Drive and the private street name NW Olivia Lane.

T.Flack asked if any other streets besides NW 13th Street and NW Savannah Drive will come out onto NW Weigel Drive. J.Heil responded, no.

T.Rapp asked about a traffic study. J.Heil responded that it was completed as part of the PUD. There will be a development agreement executed with the final plat.

Zach Arneson, Snyder & Associates, Inc., 2727 SW Snyder Boulevard, on behalf of Greenland Homes said he would answer any questions the Commission may have.

The Commission has no comments or questions.

Motion by T.Ripper to recommend City Council approval of The Reserve at the Grove Preliminary Plat, and acceptance of the public street name NW Savannah Drive and the private street name NW Olivia Lane. Second by A.Renaud. All voted aye. Motion carried 6 – 0.

Plan and Zoning Commission
Staff Report

Meeting Date: February 22, 2022

Agenda Item: The Reserve at the Grove – Preliminary Plat
Report Date: February 16, 2022
Prepared By: Jake Heil
Associate Planner

EJC

Staff Recommendation:

That the Plan and Zoning Commission recommend City Council approval of The Reserve at the Grove Preliminary Plat, and acceptance of the public street name NW Savannah Drive and the private street name NW Olivia Lane.

Project Summary:

The Grove Landing PUD is an area of approximately 123 acres, generally located in the southwest corner of the NW 18th Street and NW Weigel Drive intersection. The PUD was originally approved on February 15, 2021, as a rezoning from R-1, one-family residence district.

The Reserve at the Grove Preliminary Plat is a proposed 26.42-acre (+/-) preliminary plat located directly in the southwest corner of the NW 18th Street and NW Weigel Drive intersection. The preliminary plat includes 54 single-family residential lots, 72 townhome lots, two outlots for stormwater, and associated utility and site infrastructure. Parkland dedication for this preliminary plat was primarily dedicated in Grove Landing Plat 2, which consisted of 8.1 acres. Any additional parkland dedication will be payment in lieu of dedication to meet the remaining parkland dedication requirements. The proposed preliminary plat is in general conformance with the Grove Landing PUD.

Project Report:

Streets: The proposed development will be accessed to the north off of NW 18th Street. via NW Savannah Drive, which will also serve as the sole eastern access, and NW 17th Street will provide access from the west. Newly proposed public street with the subject plat is NW Savannah Drive and a newly proposed private street NW Olivia Lane. All proposed roads in the development will be required to have five-foot sidewalks.

Water: 12-inch water main currently exists along NW 18th Street and NW Weigel Drive. 8-inch water main exists along NW Driftwood Dr and NW 17th St. Eight-inch water main will be installed throughout the proposed development.

Sewer: 18-inch sanitary sewer exists along NW 18th Street. 10-inch sanitary sewer exists along NW Weigel Drive. 8-inch sanitary sewer main exists along NW Driftwood Dr. Eight-inch

sewer will then be extended throughout the remainder of the development. Sanitary sewer in the proposed development will convey off-site to the west and ultimately into the Rock Creek trunk sewer.

Drainage: Storm water detention areas are provided throughout the proposed development via Outlots Y and Z. These detention areas will be owned and maintained by a Homeowners Association. New storm sewer will align with proposed streets, and connects to the existing portion of storm sewer along NW Weigel Drive. Storm water will then convey from these created detention ponds to the north and east to Rock Creek, which eventually drains south and west towards the Saylorville Reservoir.

Parkland: Parkland for this preliminary plat was dedicated with Grove Landing Plat 2, which consisted of 8.1 acres. The total park dedication for the Grove Landing PUD is estimated at 10.2 acres, any additional parkland dedication will be payment in lieu of dedication.

SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

February 11, 2022

Planning and Zoning Commission & City Council
City of Ankeny
220 West 1st Street
Ankeny, Iowa 50021

RE: THE RESERVE AT THE GROVE
PRELIMINARY PLAT RESUBMITTAL
S&A PROJECT NO. 121.0358.01

Dear Honorable Mayor, City Council Members, & Planning and Zoning Commission:

On behalf of Greenland Homes, please find accompanying the revised Preliminary Plat and associated information for the above referenced project. These documents have been prepared in accordance with the City of Ankeny's standards and specifications. We respectfully request the City's review and approval of the documents. The development is proposed for 54 single-family lots, 72 townhome lots and two Outlots with associated utility and site infrastructure. Upon approval, construction is proposed to begin in the Spring of 2022.

Please find accompanying the following items:

- 6 copies of the Preliminary Plat
- 2 copies of the response letter

Please feel free to contact me at your convenience should you have any questions or comments. Thanks.

Sincerely,
SNYDER AND ASSOCIATES, INC.

Eric D. Cannon, P.E.

Cc: Corey Kautz, Greenland Homes Inc
File

2727 SW SNYDER BOULEVARD | P.O. BOX 1159 | ANKENY, IA 50023-0974
P: 515-964-2020 | F: 515-964-7938 | SNYDER-ASSOCIATES.COM

N

1 inch = 500 feet

Date: 2/17/2022

The Reserve at the Grove
Preliminary Plat

Ankeny
bringing it all together.

??

ANKENY CITY COUNCIL

City Council Agenda

March 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL: ??
Deliver Exceptional Service

ACTION REQUESTED:
Resolution

LEGAL:
No Review Required

SUBJECT:

Consider motion to adopt **RESOLUTION** authorizing the Mayor to sign a development agreement with DRA Properties LC, concerning the construction of a traffic signal at the intersection of SW State Street and SW 11th Street in the City of Ankeny, Iowa.

EXECUTIVE SUMMARY:

DRA Properties LC, has asked the City to enter into a Development Agreement that outlines certain terms and conditions for the construction of a traffic signal at the intersection of SW State Street and SW 11th Street in the City of Ankeny. DRA Properties LC and City staff agreed to a set of terms and conditions outlined in the Development Agreement, and a copy of said Development Agreement is attached for reference. The traffic signal at the SW State Street and SW 11th Street intersection is not currently programmed in the City's Capital Improvements Program (CIP). The current traffic study shows that a traffic signal is warranted in association with the project.

FISCAL IMPACT: **??Yes**

The Developer will be responsible for the design and construction of the traffic signal. The City agrees to

reimburse the Developer fifty percent (50%) of the traffic signal construction costs, not to exceed $150,000.00 within thirty (30) days after the traffic signal is completed and accepted by City Council.

CITY MANAGER'S RECOMMENDATIONS:

Approve the Development Agreement with DRA Properties LC, for the construction of a traffic signal at the intersection of SW State Street and SW 11th Street, and authorize the Mayor to execute said agreement.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Resolution
Development Agreement

RESOLUTION

RESOLUTION AUTHORIZING THE MAYOR TO SIGN A DEVELOPMENT AGREEMENT WITH DRA PROPERTIES, L.C. CONCERNING THE CONSTRUCTION OF A TRAFFIC SIGNAL AT THE INTERSECTION OF SW STATE STREET AND SW 11TH STREET IN THE CITY OF ANKENY, IOWA

WHEREAS, DRA Properties, L.C. has asked the City to enter into a Development Agreement that outlines certain terms and conditions for the construction of a traffic signal at the intersection of SW State Street and SW 11th Street in the City of Ankeny; and,

WHEREAS, the City will reimburse the Developer fifty percent (50%) of the traffic signal construction costs, not to exceed $150,000.00 for the traffic signal at the intersection of SW State Street and SW 11th Street within thirty (30) days after the traffic signal project has been completed and accepted by the City Council; and,

WHEREAS, DRA Properties, L.C. and City Staff agreed to set the terms of conditions outlined in the attached Development Agreement.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Ankeny, Iowa hereby authorizes the Mayor to sign the aforesaid Development Agreement on behalf of the City of Ankeny, Iowa.

PASSED AND APPROVED on this 7th day of March, 2022.

_____
Mark E. Holm, Mayor

ATTEST:

_____
Denise L. Hoy, City Clerk

WHEN RECORDED RETURN TO:
Denise L. Hoy, City Clerk
City of Ankeny
410 W. First St
Ankeny, IA 50023

Preparer Information: Mitchell Wedell, 1210 NW Prairie Ridge Drive, Ankeny, Iowa 50023 (515) 963-3523

SPACE ABOVE THIS LINE FOR RECORDER

DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ANKENY, IOWA, AND DRA PROPERTIES, LC

WHEREAS, the City of Ankeny, Iowa (hereinafter the "City") has received construction plans and a traffic impact study from DRA Properties, LC (hereinafter collectively the "Developer") regarding the SW State Street and SW 11th Street intersection (the "Intersection") public improvements; and

WHEREAS, the Parkway North and South Traffic Impact Study, approved by the City on October 22, 2020, ("Current Traffic Study") shows that additional traffic generated from the Parkway North and Parkway South at Prairie Trail developments (the "Developments") will reduce the level of service and increase vehicle delays at the Intersection; and

WHEREAS, the Current Traffic Study contemplates that a traffic signal is warranted at the intersection due to the traffic generated from the Developments; and

WHEREAS, the traffic signal is not currently programmed into the City's current five-year Capital Improvement Program ("CIP"); and

WHEREAS, the City is agreeable to share in the cost of the traffic signal; and

WHEREAS, Developer has agreed that the Developer and its engineers will design and bid the project and construct the traffic signal according to the plans approved by the City;

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein, the Developer and the City hereby agree as follows:

1. The Developer will design the improvements and create construction documents in 2021. The Developer will bid and construct the traffic signal at the Intersection and will have the construction completed and the new traffic signal fully operational prior to the first unit being occupied in The Sterling North at Prairie Trail or Greystones at Prairie Trail Phase 1.

2. The Developer agrees to provide the City with any right-of-way, permanent easement, and/or temporary construction easements (the "Right of Way") necessary for any street, public utility, pedestrian ramp, signal improvements, or other improvements needed to complete the SW State Street and SW 11th Street Intersection Improvements The Right of Way shall be provided at no cost to the City.

3. The City agrees to reimburse the Developer fifty percent (50%) of the traffic signal construction costs, not to exceed $150,000.00, as the City's contribution to the traffic signal construction within thirty (30) days after the traffic signal has been completed and accepted by the City Council.

4. This Agreement shall be governed by the laws of the State of Iowa.

5. In the event a party hereto fails to pay its obligations under this Agreement or breaches a covenant, warranty or representation of this Agreement, the other party shall give to the alleged defaulting party written notice of the alleged default and of the actions necessary to cure the default. If the default is not cured within 30 days from the date of notice, the party not in default may exercise all remedies available at law, or in equity, including specific performance.

6. This Agreement contains the entire agreement between the parties. This Agreement may not be changed or modified in any manner, unless a written instrument is executed by the parties.

7. The undersigned officers of the parties covenant and confirm that this Agreement has been approved, and its execution authorized, by the Developer and the City Council of the City of Ankeny, Iowa, and that the undersigned officers have been authorized to enter into and execute this Agreement on behalf of the Developer and the City.

8. The City has found and determined that this Agreement serves and accomplishes a public purpose and is in the best interests of the City and its citizens and residents.

9. The Developer agrees that this Development Agreement shall be effective and binding from and after the approval hereof by resolution of the City Council and shall be binding on any and all subsequent titleholders, transferees and assignees.

City:

City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, IA 50023
Attn.: Don Clark, PE

DRA Properties, L.C.:

DRA Properties, L.C.
1525 NE 36th Street
Ankeny, IA 50021
Attn: Tara Meredith

Each properly addressed notice or request sent by certified mail shall be deemed given and served upon being actually received by the addressee or being rejected by the addressee. The City or the Developer shall have the right to send notices by overnight delivery which notices shall be deemed given and served upon actual receipt by the addressee or rejection by the addressee.

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed by their duly authorized representative on this the 14 day of February, 2022.

DRA PROPERTIES, LC

By: Tara Meredith
Tara Meredith, Secretary

CITY OF ANKENY, IOWA

By: _____
Mark E. Holm, Mayor

By: _____
Denise L. Hoy, City Clerk

STATE OF IOWA, COUNTY OF POLK, ss:

On the 14 day of February, 2022, before me, a Notary Public in and for said County and State personally appeared Tara Meredith, respectfully of DRA Properties, LC., to me personally known, who being by me duly sworn, did say that they are President and Secretary of DRA Properties, executing the within and foregoing instrument and acknowledged that they executed the same as their voluntary act and deed of the corporation, by it and by them voluntarily executed.

Tracy L Nemitz
Notary Public in and for said State of Iowa

TRACY L NEMITZ
Commission Number 737958
My Commission Expires
February 13, 2024

STATE OF IOWA, COUNTY OF POLK, ss:

On the _____ day of _____, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared **MARK E. HOLM** and **DENISE L. HOY**, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk of the City of Ankeny, Iowa, a municipal corporation; that the seal affixed to the above and foregoing instrument is the corporate seal of said municipal corporation, and that said instrument was signed and contained in the Resolution adopted by the City Council of Ankeny, Iowa, on the _____ day of _____, 2022, and the said **MARK E. HOLM** and **DENISE L. HOY** acknowledged the execution of said instrument to be their voluntary act and deed and the voluntary act and deed of said municipal corporation, by it and by them voluntarily executed.

_____
Notary Public in and for the State of Iowa

??

ANKENY CITY COUNCIL

City Council Agenda

March 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: ?? COUNCIL GOAL:

Public Works

Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Consider motion to adopt a **RESOLUTION** approving documents for the acquisition of temporary construction easement for the NW 36th Street & NW State Street Interim Improvements in Ankeny, Iowa. (Northwest corner of NW 36th Street and NW State Street - Hy-Vee, Inc.)

EXECUTIVE SUMMARY:

The action before the council is the adoption of a Resolution accepting temporary construction easement from Hy-Vee, Inc. at the northwest corner of NW 36th Street and NW State Street to facilitate the construction of the NW 36th Street & NW State Street Interim Improvements.

FISCAL IMPACT: **??No**

The total consideration for the temporary construction easement is $1.00, the receipt and sufficiency of which are acknowledged. The cost for temporary construction easement is part of the project costs for the NW 36th Street & NW State Street Interim Improvements included in the current Capital Improvement Program.

CITY MANAGER'S RECOMMENDATIONS:

Approve the motion to adopt a RESOLUTION accepting temporary construction easement from Hy-Vee, Inc. at the northwest corner of NW 36th Street and NW State Street to facilitate the construction of the NW 36th Street & NW State Street Interim Improvements in Ankeny, Iowa.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

At its regular meeting on December 6, 2021, City Council authorized acquisition of necessary property interests required for construction of the project.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Resolution
Temporary Construction Easement
Exhibit

RESOLUTION 2022-XXX

A RESOLUTION APPROVING DOCUMENTS FOR THE ACQUISITION OF TEMPORARY CONSTRUCTION EASEMENT AT THE NORTHWEST CORNER OF NW 36TH STREET AND NW STATE STREET FOR THE NW 36TH STREET & NW STATE STREET INTERIM IMPROVEMENTS IN ANKENY, IOWA

WHEREAS, the City of Ankeny has requested that temporary construction easement be granted by Hy-Vee, Inc. at the northwest corner of NW 36th Street and NW State Street to facilitate the construction of the NW 36th Street & NW State Street Interim Improvements in Ankeny, Iowa; and

WHEREAS, the City of Ankeny directed Public Works staff to acquire said temporary construction easement necessary for the construction of the NW 36th Street & NW State Street Interim Improvements; and

WHEREAS, the City Council of the City of Ankeny, Iowa, deems it to be in the best interest of the City to acquire said temporary construction easement from Hy-Vee, Inc. at the northwest corner of NW 36th Street and NW State Street.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ankeny, Iowa, that the attached Temporary Construction Easement Agreement for the completion of the NW 36th Street & NW State Street Interim Improvements is hereby approved, the Mayor is authorized to execute said document, and the staff is directed to do all things necessary to carry out the intent of this Resolution.

DATED this 7th day of March, 2022.

_____

Mark E. Holm, Mayor

ATTEST:

_____

Denise L. Hoy, City Clerk

DocuSign Envelope ID: F6920100-4909-42FE-95F6-47FAB6F26366

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT ("Agreement") is entered into this February 8, 2022, by and between HY-VEE, INC., an Iowa corporation ("Grantor"), and CITY OF ANKENY, IOWA ("Grantee"), WITNESSETH:

WHEREAS, Grantee desires to obtain a temporary easement from Grantor, for the purpose of:

See Exhibit "A" attached hereto and incorporated herein

(the "Easement Purpose"), said temporary construction easement being located on that portion of Grantor's property locally known as **1550 NW 36th Street, Ankeny Iowa**, and legally described as **Parcel A of the Plat of Survey Recorded with the Polk County Recorder on Book 14618 Page 637 now included in and forming a part of the City of Ankeny, Polk County, Iowa**, that is visually depicted on Exhibit "B" attached hereto and incorporated herein by this reference (the "Easement Area"); and

WHEREAS, Grantor desires to grant a temporary easement over the Easement Area as set forth herein.

NOW, THEREFORE, in consideration of One Dollar ($1.00), the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The recitals are incorporated herein by this reference.

2. Grantor hereby grants to Grantee, its agents, representatives, and contractors, a temporary construction easement over the Easement Area for the Easement Purpose, as defined herein. This easement shall automatically terminate on the earlier to occur of (a) the completion of the Easement Purpose, as defined herein, and the restoration of Grantor's property to its condition prior to the commencement of construction, or (b) May 1, 2023 ("Expiration Date").

3. Until the Expiration Date, Grantor shall not interfere or disturb the construction work within the Easement Area without written approval of the Grantee or its authorized Representatives.

4. Except as may be caused by the negligent acts or omissions of Grantor, its employees, agents or its representatives, Grantor shall not be liable for any injury or damage to any person or property resulting from Grantee's exercise of the rights herein granted. Except to the extent prohibited by law, Grantee agrees to indemnify and hold Grantor, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantee or its employees, agents or representatives.

5. Following completion of Grantee's work in the Easement Area, Grantee shall restore the Easement Area to its condition prior to the commencement of construction work.

DocuSign Envelope ID: F6920100-4909-42FE-95F6-47FAB6F26366

6. This Agreement shall not be recorded by Grantee.

7. Words and phrases shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the definitions and the context.

8. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, successors and assigns.

9. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same agreement. For purposes of executing this Agreement, an electronic signature, or a scanned copy of a signature shall be as effective as an original signature.

10. This Agreement shall be construed and enforced in accordance with the laws and public policies of the State of Iowa**.**

IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement on the date first above written.

GRANTOR:

HY-VEE, INC., an Iowa corporation

DocuSigned by:
By: Jeffrey Markey
53FB2B258E41E
Jeffrey Markey, Executive Vice President

DocuSigned by:
By: Nathan Allen
529B59134AEB4D9
Nathan Allen, Assistant Secretary

GRANTEE:

CITY OF ANKENY, IOWA

By: _____
Mark E. Holm
Its: Mayor

DocuSign Envelope ID: F6920100-4909-42FE-95F6-47FAB6F26366

EXHIBIT "A"
Description of Easement Purpose

Completion of the **NW 36th Street and NW State Street Interim Improvements** project on Easement Area.

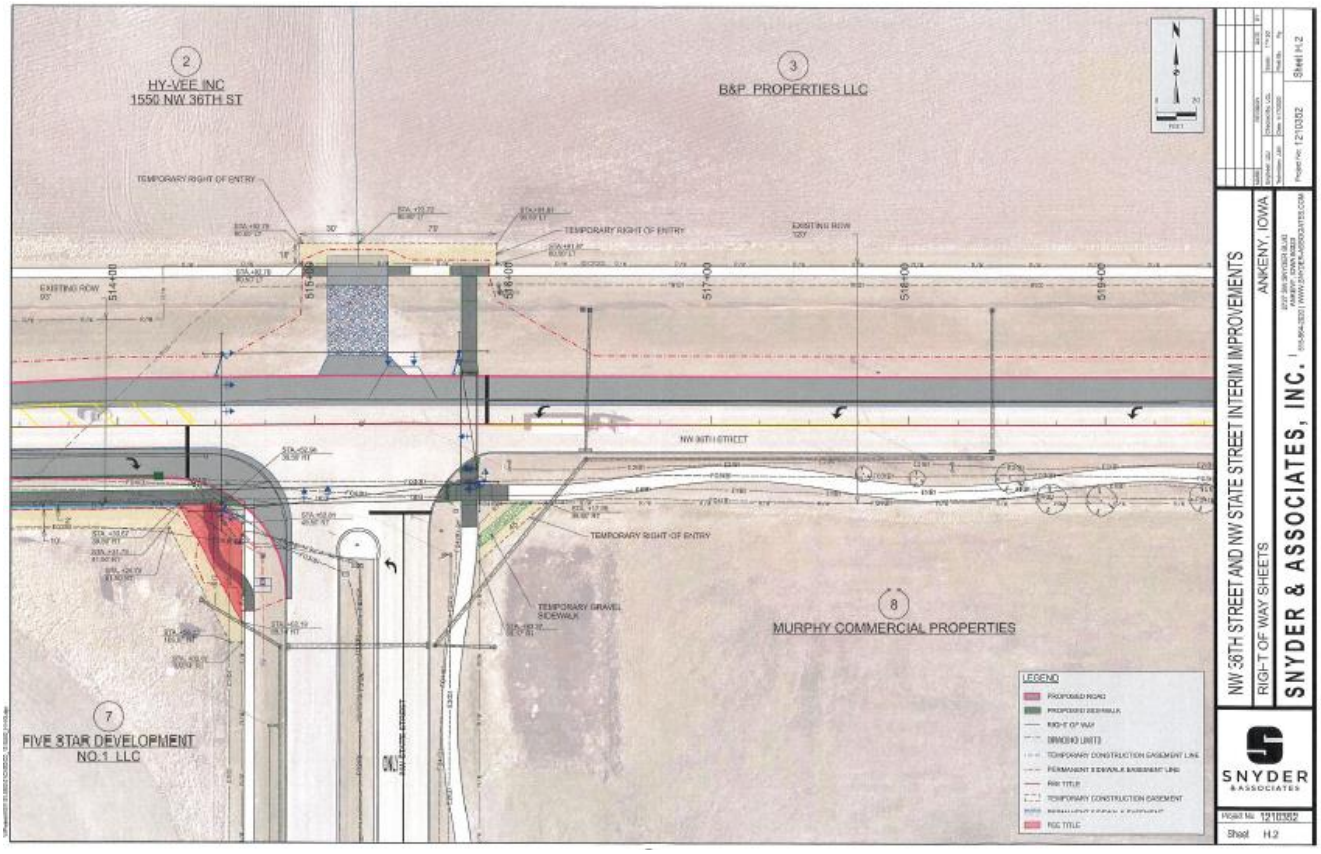
The purpose of the project is to (1) construct span-wire traffic signal improvement, and (2) widen NW 36th Street to accommodate turn lanes at the intersection. These improvements are being constructed to reduce traffic congestion prior to a planned future widening of NW 36th Street to a five-lane boulevard.

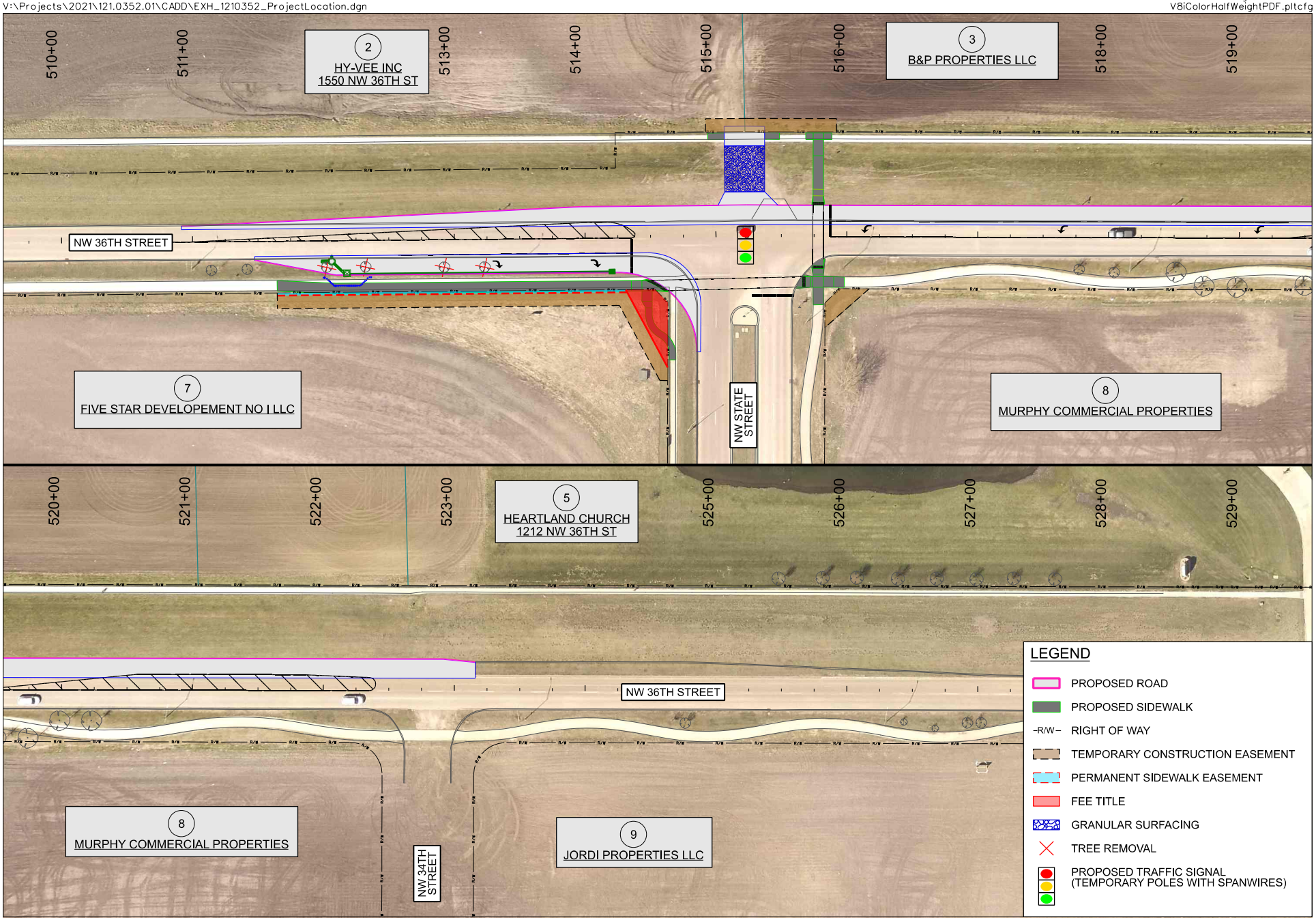
As part of this Agreement, it is understood that:

1. Any driveways or sidewalk panels, or portion thereof that are damaged or removed to complete the project, will be replaced by the City.
2. The finish grades of areas disturbed by the City will be graded with either imported topsoil or compost amended soil and blended by the City to make a smooth transition into the adjacent, non-disturbed property.
3. The areas disturbed by construction will be seeded by the City similarly to what exists currently with a permanent urban lawn seed mixture.
4. City shall construct PCC driveway approach and thickened sidewalk crossing at the shared property line, at the location of the current access. Access drive will be granular surfaced.

DocuSign Envelope ID: F6920100-4909-42FE-95F6-47FAB6F26366

EXHIBIT "B"
Visual Depiction of Easement Area





SNYDER & ASSOCIATES

city of Ankeny
bringing it all together

0 50 100
FEET

N

NW 36TH STREET AND NW STATE STREET INTERIM INTERSECTION IMPROVEMENTS
PROJECT INFORMATION LETTER EXHIBIT

ANKENY, IOWA | 11/01/2021

??

ANKENY CITY COUNCIL

City Council Agenda

March 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: ?? COUNCIL GOAL:

Public Works

Enhance Quality of Life

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Consider motion to adopt a **RESOLUTION** authorizing the execution of a Federal-Aid Agreement for Iowa's Clean Air Attainment Program (ICAAP) funding between the Iowa Department of Transportation (DOT) and the City of Ankeny, Iowa for the sharing of project costs for the proposed SW Oralabor Road and SW State Street Intersection Safety Improvements project.

EXECUTIVE SUMMARY:

The SW Oralabor Road and SW State Street Intersection Safety Improvements project will address safety and operational issues at the SW State Street/SW Oralabor Road intersection by providing a right-turn lane, two thru-lanes, and dual left-turn lanes at all of the approaches. The City was able to secure ICAAP funding from the Des Moines Area Metropolitan Planning Organization in the amount of 80% of eligible construction costs up to a maximum amount of $529,161.

To facilitate using the ICAAP funding, the Iowa DOT has submitted the federal-aid agreement which stipulates the cost sharing and eligible costs for the project. It is recommended that the Council approve the agreement at this time, so the project schedule can be maintained. The project is currently in the

preliminary design phase.

FISCAL IMPACT: **??No**

This project is included in the City of Ankeny's current Capital Improvements Program with design in 2022 and construction in 2023. The $529,161 of ICAAP funding will be used for construction.

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the City Council take the following action:

1. Consider motion to authorize the execution of a Federal-Aid Agreement for Iowa's Clean Air Attainment Program (ICAAP) funding between the Iowa DOT and the City of Ankeny for the sharing of project costs for the proposed SW Oralabor Road and SW State Street Intersection Safety Improvements project.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Resolution
Funding Agreement

RESOLUTION 2022-XXX

A RESOLUTION AUTHORIZING THE EXECUTION OF A FEDERAL-AID AGREEMENT FOR IOWA'S CLEAN AIR ATTAINMENT PROGRAM (ICAAP) FUNDING BETWEEN THE IOWA DEPARTMENT OF TRANSPORTATION AND THE CITY OF ANKENY, IOWA FOR THE SHARING OF PROJECT COSTS FOR THE PROPOSED SW ORALABOR ROAD AND SW STATE STREET SAFETY IMPROVEMENTS PROJECT

WHEREAS, City of Ankeny staff applied to the Iowa Department of Transportation (DOT) for Iowa's Clean Air Attainment Program (ICAAP) funding to facilitate the construction of the SW Oralabor Road and SW State Street Safety Improvements project. The Iowa DOT subsequently approved the City's application in the amount of 80% of eligible construction costs up to a maximum amount of $529,161, and

WHEREAS, the City deems it to be in the best interest of the residents of the City to enter into a federal-aid agreement with the Iowa Department of Transportation for the sharing of project costs for said SW Oralabor Road and SW State Street Safety Improvements project.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Ankeny, Iowa, that the Mayor and City Clerk should be and they are hereby authorized and empowered to execute the said agreement with the Iowa Department of Transportation for Iowa's Clean Air Attainment Program (ICAAP) funding.

DATED at the City of Ankeny, Iowa, this 7th day of March, 2022.

_____
Mark E. Holm, Mayor

ATTEST:

_____
Denise L. Hoy, City Clerk

IOWA DEPARTMENT OF TRANSPORTATION
Federal-Aid Agreement for a
Iowa's Clean Air Attainment Program (ICAAP) Project

Subrecipient: **City of Ankeny**
Subrecipient DUNS Number: **073500894**
Project Number(s): **STP-A-0187(649)—86-77**
Iowa DOT Agreement Number: **2022-ICAAP-02**

This agreement, made as of the date of the last party's signature below, is between City of Ankeny (hereinafter referred to as Subrecipient) and the Iowa Department of Transportation, the federal pass-through entity (hereinafter referred to as the Department). Iowa Code Sections 306A.7 and 307.44 provide for the Subrecipient and the Department to enter into agreements with each other for the purpose of financing transportation improvement projects in Iowa with federal funds. Federal regulations require federal funds to be administered by the Department. The federal-aid highway funds included in this agreement are jointly implemented by the Federal Highway Administration (FHWA) and the Department.

The Subrecipient has received federal funding through the Iowa's Clean Air Attainment Program (ICAAP), which is funded by the Congestion Mitigation and Air Quality (CMAQ) Program, as codified in Section 149 of Title 23, United States Code (U.S.C.); which are hereinafter referred to as ICAAP funds. The Catalog of Federal Domestic Assistance (CFDA) number and title for this funding is 20.205 Highway Planning and Construction.

Pursuant to the terms of this agreement, applicable statutes, and administrative rules, the Department agrees to provide the funding named above to the Subrecipient for the authorized and approved costs for eligible items associated with the project.

Under this agreement, the parties further agree as follows:

1. The Subrecipient shall be responsible for carrying out the provisions of this agreement.

2. All notices required under this agreement shall be made in writing to the appropriate contact person. The Department's contact person shall be Jared Smith, Systems Planning Bureau, 800 Lincoln Way, Ames, Iowa 50010, 515-239-1713. The Subrecipient's contact person shall be Amy Quartell, City of Ankeny, 1210 NW Prairie Ridge Drive, Ankeny, IA 50023.

3. The Subrecipient shall be responsible for the development and completion of reconstruction of Iowa 160/SW Oralabor Road and Iowa 415/SW State Street Intersection Improvements.

4. The Subrecipient shall receive reimbursement for costs of authorized and approved eligible project activities from ICAAP funds. The portion of the project costs reimbursed with ICAAP funds shall be limited to a maximum of either 27 percent of eligible costs (other than those reimbursed with other federal funds) or the amount listed ($529,161) in the Des Moines Area Metropolitan Planning

Organization current Transportation Improvement Program (TIP) and approved in the current Statewide Transportation Improvement Program (STIP), whichever is less. Eligible project activities will be as described in Section 149 of Title 23, United States Code (U.S.C.) and determined by the Department to be eligible.

5. Eligible project costs in excess of the amount reimbursed by the Department above will be considered the local contribution and may include cash, non-cash or approved state fund contributions, subject to Department approval. The local contribution must equal a minimum of 20 percent of eligible project costs. The subrecipient shall certify to the Department the value of any non-cash contribution to the project prior to it being incurred and in accordance with the procedures outlined in the applicable Instructional Memorandum to Local Public Agencies (I.M.s). The Department retains the sole authority to determine the eligibility and value of the Subrecipient's non-cash contribution for the purposes of this agreement. If the Subrecipient's total cash and non-cash contribution is determined by the Department to be less than that required by this agreement, the Subrecipient shall increase its cash contribution or the grant amount associated with this project shall be reduced accordingly.

6. The Subrecipient must have let the contract or have construction started within two years of October 1, 2022. If the Subrecipient does not do this, they will be in default for which the Department can revoke funding commitments. The Department may approve extensions of this agreement for periods up to six months upon receipt of a written request from the Subrecipient at least sixty (60) days prior to the deadline.

7. The Subrecipient shall provide a summary report measuring the success of its effect on vehicle emissions to the Department upon completion of the project and prior to requesting final reimbursement. The report will include before and after project emissions calculations comparing new data compiled after project completion to the data submitted with the project application. Through a quantitative analysis, the summary must show how many kilograms of pollutants (including CO, VOC, NOx, and if applicable PM) have been reduced. The preparation of this summary may require additional data collection or modeling. These tasks or services are not considered project costs and are not eligible for reimbursement.

8. The Subrecipient shall follow policies and procedures allowed by Iowa Code and in consultation with the Department when procuring property and services and with respect to the use, management and disposal of equipment acquired under this award.

9. If the Subrecipient fails to perform any obligation under this agreement, the Department shall have the right, after first giving thirty (30) days written notice to the Subrecipient by certified mail return receipt requested, to declare any part or all of this agreement in default. The Subrecipient shall have thirty (30) days from date of mailing of the notice to cure the default. If the Recipient cures the default, the Subrecipient shall notify Department no later than five (5) days after cure or before the end of said thirty (30) day period given to cure the default. The Department may thereafter determine whether the default has, in fact, been cured, or whether the Subrecipient remains in default.

10. This agreement may be declared to be in default by the Department if the Department determines that the Subrecipient's application for funding contained inaccuracies, omissions, errors or misrepresentations; or if the Department determines that the project is not developed as described in the application and according to the requirements of this agreement.

11. In the event a default is not cured the Department may do any of the following: a) revoke funding commitments of funds loaned or granted by this agreement; b) seek repayment of funds loaned or granted by this agreement; or c) revoke funding commitments of funds loaned or granted by this agreement and also seek repayment of funds loaned or granted by this agreement. By signing this agreement the Subrecipient agrees to repay said funding if they are found to be in default. Repayment methods may include cash repayment, installment repayments with negotiable interest rates, or other methods as approved by the Department.

12. The Subrecipient shall comply with Exhibit 1, General Agreement Provisions for use of Federal Highway Funds on Non-primary Highways, which is attached hereto and by this reference is incorporated into this agreement.

13. The Subrecipient shall maintain, or cause to be maintained for the intended public use, the improvement for twenty (20) years from the completion date in a manner acceptable to the Department.

14. This agreement is not assignable without the prior written consent of the Department.

15. If any part of this agreement is found to be void and unenforceable, the remaining provisions of this agreement shall remain in effect.

16. It is the intent of both parties that no third-party beneficiaries be created by this agreement.

17. This agreement shall be executed and delivered in two or more copies, each of which so executed and delivered shall be deemed to be an original and shall constitute but one and the same agreement.

18. This agreement and the attached exhibit constitute the entire agreement between the Department and the Subrecipient concerning this project. Representations made before the signing of this agreement are not binding, and neither party has relied upon conflicting representations in entering into this agreement. Any change or alteration to the terms of this agreement shall be made in the form of an addendum to this agreement. The addendum shall become effective only upon written approval of the Department and the Subrecipient.

IN WITNESS WHEREOF, each of the parties hereto has executed this agreement as of the date shown opposite its signature below.

SUBRECIPIENT: City of Ankeny

By: _____ Date_____, _____

Title: ___Mayor_____

CERTIFICATION:

I, _____, certify that I am the Clerk of the city, and that
(Name of City Clerk)

_____, who signed said Agreement for and on behalf of
(Name of Mayor/Signer Above)

the city was duly authorized to execute the same by virtue of a formal resolution duly passed

and adopted by the city, on the ____ day of_____, _____.

Signed: _____

City Clerk of Ankeny, Iowa.

IOWA DEPARTMENT OF TRANSPORTATION
Planning, Programming and Modal Division
800 Lincoln Way, Ames, Iowa 50010
Tel. 515-239-1664

By: _____ Date_____, _____
Craig Markley
Director
Systems Planning Bureau

EXHIBIT 1
General Agreement Provisions for use of Federal Highway Funds on Non-primary Projects

Unless otherwise specified in this agreement, the Subrecipient shall be responsible for the following:

1. General Requirements.

a. The Subrecipient shall take the necessary actions to comply with applicable state and federal laws and regulations. To assist the Subrecipient, the Department has provided guidance in the Federal-aid Project Development Guide (Guide) and the Instructional Memorandums to Local Public Agencies (I.M.s) that are referenced by the Guide. Both are available on-line at: http://www.iowadot.gov/local_systems/publications/im/lpa_ims.htm. The Subrecipient shall follow the applicable procedures and guidelines contained in the Guide and I.M.s in effect at the time project activities are conducted.

b. In accordance with Title VI of the Civil Rights Act of 1964 and associated subsequent nondiscrimination laws, regulations, and executive orders, the Subrecipient shall not discriminate against any person on the basis of race, color, national origin, sex, age, or disability. In accordance with Iowa Code Chapter 216, the Subrecipient shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability. The Subrecipient agrees to comply with the requirements outlined in I.M. 1.070, Title VI and Nondiscrimination Requirements which includes the requirement to provide a copy of the Subrecipient's Title VI Plan or Agreement and Standard DOT Title VI Assurances to the Department.

c. The Subrecipient shall comply with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973 (Section 504), the associated Code of Federal Regulations (CFR) that implement these laws, and the guidance provided in I.M. 1.080, ADA Requirements. When bicycle and/or pedestrian facilities are constructed, reconstructed, or altered, the Subrecipient shall make such facilities compliant with the ADA and Section 504 following the requirements set forth in Chapter 12A for sidewalks and Chapter 12B for Bicycle Facilities of the Iowa DOT Design Manual.

d. To the extent allowable by law, the Subrecipient agrees to indemnify, defend, and hold the Department harmless from any claim, action or liability arising out of the design, construction, maintenance, placement of traffic control devices, inspection, or use of this project. This agreement to indemnify, defend, and hold harmless applies to all aspects of the Department's application review and approval process, plan and construction reviews, and funding participation.

e. As required by 2 CFR 200.501 "Audit Requirements", a non-federal entity expending $750,000 or more in federal awards in a year shall have a single or program-specific audit conducted for that year in accordance with the provision of that part. Auditee responsibilities are addressed in Subpart F of 2 CFR 200. The federal funds provided by this agreement shall be reported on the appropriate Schedule of Expenditures of Federal Awards (SEFA) using the Catalog of Federal Domestic Assistance (CFDA) number and title as shown in this agreement. If the Subrecipient will

pay initial project costs and request reimbursement from the Department, the Subrecipient shall report this project on its SEFA. If the Department will pay initial project costs and then credit those accounts from which initial costs were paid, the Department will report this project on its SEFA. In this case, the Subrecipient shall not report this project on its SEFA.

f. The Subrecipient shall supply the Department with all information required by the Federal Funding Accountability and Transparency Act of 2006 and 2 CFR Part 170.

g. The Subrecipient shall comply with the following Disadvantaged Business Enterprise (DBE) requirements:

   i. The Subrecipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any Department-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Subrecipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Department-assisted contracts.

   ii. The Subrecipient shall comply with the requirements of I.M. 5.010, DBE Guidelines.

   iii. The Department's DBE program, as required by 49 CFR Part 26 and as approved by the Federal Highway Administration (FHWA), is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Subrecipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

h. Termination of funds. Notwithstanding anything in this agreement to the contrary, and subject to the limitations set forth below, the Department shall have the right to terminate this agreement without penalty and without any advance notice as a result of any of the following: 1) The federal government, legislature or governor fail in the sole opinion of the Department to appropriate funds sufficient to allow the Department to either meet its obligations under this agreement or to operate as required and to fulfill its obligations under this agreement; or 2) If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the Department to make any payment hereunder are insufficient or unavailable for any other reason as determined by the Department in its sole discretion; or 3) If the Department's authorization to conduct its business or engage in activities or operations related to the subject matter of this agreement is withdrawn or materially altered or modified. The Department shall provide the Subrecipient with written notice of termination pursuant to this section.

2. Programming and Federal Authorization.

a. The Subrecipient shall be responsible for including the project in the appropriate Regional Planning Affiliation (RPA) or Metropolitan Planning Organization (MPO) Transportation Improvement Program (TIP). The Subrecipient shall also ensure that the appropriate RPA or MPO, through their TIP submittal to the Department, includes the project in the Statewide Transportation Improvement Program (STIP). If the project is not included in the appropriate fiscal year of the STIP, federal funds cannot be authorized.

b. Before beginning any work for which federal funding reimbursement will be requested, the Subrecipient shall contact the Department to obtain the procedures necessary to secure FHWA authorization. The Subrecipient shall submit a written request for FHWA authorization to the Department. After reviewing the Subrecipient's request, the Department will forward the request to the FHWA for authorization and obligation of federal funds. The Department will notify the Subrecipient when FHWA authorization is obtained. The cost of work performed prior to FHWA authorization will not be reimbursed with federal funds.

c. Upon receiving FHWA authorization, the Subrecipient must show federal aid funding activity to receive the programmed amount authorized for the project. If there is no funding activity for nine or more months after the previous activity, the remaining unused programmed amount will be de-obligated from the project and there will be no further federal aid reimbursement issued for the project. If the Subrecipient knows in advance that funding activity will not occur for the nine months, the Contract Administrator needs to be notified to determine if programming of funds can be adjusted or other options can be explored.

d. Upon receipt of Federal Highway Administration (FHWA) authorization a Federal Award Identification Number (FAIN) will be assigned to this project by the FHWA based on a methodology that incorporates identifying information about the federal award such as the federal funding program code and the federal project number. This FAIN will be used to identify this project and award on the federal government's listing of financial assistance awards consistent with the Federal Funding Accountability and Transparency Act of 2006 (FFATA) at usaspending.gov.

e. A period of performance for this federal funding award will be established at the time of FHWA authorization. The start date of the period of performance will be the FHWA authorization date. The project end date (PED) will be determined according to the methodology in I.M. 1.200, Federal Funds Management. Costs incurred before the start date or after the PED of the period of performance will not be eligible for reimbursement.

3. Federal Participation in Work Performed by Subrecipient Employees.

a. If federal reimbursement will be requested for engineering, construction inspection, right-of-way acquisition or other services provided by employees of the Subrecipient, the Subrecipient shall follow the procedures in I.M. 3.330, Federal-aid Participation in In-House Services.

b. If federal reimbursement will be requested for construction performed by employees of the Subrecipient, the Subrecipient shall follow the procedures in I.M. 6.010, Federal-aid Construction by Local Agency Forces.

c. If the Subrecipient desires to claim indirect costs associated with work performed by its employees, the Subrecipient shall prepare and submit to the Department an indirect cost rate proposal and related documentation in accordance with the requirements of 2 CFR 200. Before incurring any indirect costs, such indirect cost proposal shall be certified by the FHWA or the federal agency providing the largest amount of federal funds to the Subrecipient. If approved, the approved indirect cost rate shall be incorporated by means of an addendum to this agreement.

4. Design and Consultant Services

a. The Subrecipient shall be responsible for the design of the project, including all necessary plans, specifications, and estimates (PS&E). The project shall be designed in accordance with the design guidelines provided or referenced by the Department in the Guide and applicable I.M.s.

b. If the Subrecipient requests federal funds for consultant services, the Subrecipient and the Consultant shall prepare a contract for consultant services in accordance with 23 CFR Part 172. These regulations require a qualifications-based selection process. The Subrecipient shall follow the procedures for selecting and using consultants outlined in I.M. 3.310, Federal-aid Participation in Consultant Costs.

c. If Preliminary Engineering (PE) work is federally funded, and if right-of-way acquisition or actual construction of the project is not started by the close of the tenth fiscal year following the fiscal year in which the federal funds were authorized, the Subrecipient shall repay to the Department the amount of federal funds reimbursed to the Subrecipient for such PE work. PE includes work that is part of the development of the PS&E for a construction project. This includes environmental studies and documents, preliminary design, and final design up through and including the preparation of bidding documents. PE does not include other activities that are not intended to lead to a construction project such as planning, conceptual, or feasibility studies.

5. Environmental Requirements and other Agreements or Permits.

a. The Subrecipient shall take the appropriate actions and prepare the necessary documents to fulfill the FHWA requirements for project environmental studies including historical/cultural reviews and location approval. The Subrecipient shall complete any mitigation agreed upon in the FHWA approval document. These procedures are set forth in I.M. 3.020, Concept Statement Instructions; 4.020, NEPA Class of Action Process; 4.030, Environmental Data Sheet Instructions; 4.110, Threatened and Endangered Species; and 4.120, Cultural Resource Regulations.

b. If farmland is to be acquired, whether for use as project right-of-way or permanent easement, the Subrecipient shall follow the procedures in I.M. 4.170, Farmland Protection Policy Act.

c. The Subrecipient shall obtain project permits and approvals, when necessary, from the Iowa Department of Cultural Affairs (State Historical Society of Iowa; State Historic Preservation Officer), Iowa Department of Natural Resources, U.S. Coast Guard, U.S. Army Corps of Engineers, the Department, or other agencies as required. The Subrecipient shall follow the procedures in I.M. 4.130, 404 Permit Process; 4.140, Storm Water Permits; 4.150, Iowa DNR Floodplain Permits and Regulations; 4.160, Asbestos Inspection, Removal and Notification Requirements; and 4.190, Highway Improvements in the Vicinity of Airports or Heliports.

d. In all contracts entered into by the Subrecipient, and all subcontracts, in connection with this project that exceed $100,000, the Subrecipient shall comply with the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all their regulations and guidelines. In such contracts, the Subrecipient shall stipulate that any facility to be utilized in performance of or to benefit from this agreement is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities or is under consideration to be listed.

6. Right-of-Way, Railroads and Utilities.

a. The Subrecipient shall acquire the project right-of-way, whether by lease, easement, or fee title, and shall provide relocation assistance benefits and payments in accordance with the procedures set forth in I.M. 3.600, Right-of-Way Acquisition, and the Department's Office of Right of Way Local Public Agency Manual. The Subrecipient shall contact the Department for assistance, as necessary, to ensure compliance with the required procedures, even if no federal funds are used for right-of-way activities. The Subrecipient shall obtain environmental concurrence before acquiring any needed right-of-way. With prior approval, hardship and protective buying is possible. If the Subrecipient requests federal funding for right-of-way acquisition, the Subrecipient shall also obtain FHWA authorization before purchasing any needed right-of-way.

b. If the project right-of-way is federally funded and if the actual construction is not undertaken by the close of the twentieth fiscal year following the fiscal year in which the federal funds were authorized, the Subrecipient shall repay the amount of federal funds reimbursed for right-of-way costs to the Department.

c. If a railroad crossing or railroad tracks are within or adjacent to the project limits, the Subrecipient shall obtain agreements, easements, or permits as needed from the railroad. The Subrecipient shall follow the procedures in I.M. 3.670, Work on Railroad Right-of-Way, and I.M. 3.680, Federal-aid Projects Involving Railroads.

d. The Subrecipient shall comply with the Policy for Accommodating Utilities on City and County Federal-aid Highway Right of Way for projects on non-primary federal-aid highways. For projects connecting to or involving some work inside the right-of-way for a primary highway, the Subrecipient shall follow the Department’s Policy for Accommodating Utilities on Primary Road System. Certain utility relocation, alteration, adjustment, or removal costs to the Subrecipient for the project may be eligible for federal funding reimbursement. The Subrecipient should also use the procedures outlined in I.M. 3.640, Utility Accommodation and Coordination, as a guide to coordinating with utilities.

e. If the Subrecipient desires federal reimbursement for utility costs, it shall submit a request for FHWA authorization prior to beginning any utility relocation work, in accordance with the procedures outlined in I.M. 3.650, Federal-aid Participation in Utility Relocations.

7. Construction Contract Procurement.

The following provisions apply only to projects involving physical construction or improvements to transportation facilities:

a. The project plans, specifications, and cost estimate (PS&E) shall be prepared and certified by a professional engineer, architect, or landscape architect, as applicable, licensed in the State of Iowa.

b. For projects let through the Department, the Subrecipient shall be responsible for the following:

   i. Prepare and submit the PS&E and other contract documents to the Department for review and approval in accordance with I.M. 3.700, Check and Final Plans and I.M. 3.500, Bridge or Culvert Plans, as applicable.

   ii. The contract documents shall use the Department's Standard Specifications for Highway and Bridge Construction. Prior to their use in the PS&E, specifications developed by the Subrecipient for individual construction items shall be approved by the Department.

   iii. Follow the procedures in I.M. 5.030, Iowa DOT Letting Process, to analyze the bids received, make a decision to either award a contract to the lowest responsive bidder or reject all bids, and if a contract is awarded, execute the contract documents and return to the Department.

c. For projects that are let locally by the Subrecipient, the Subrecipient shall follow the procedures in I.M. 5.120, Local Letting Process, Federal-aid.

d. The Subrecipient shall forward a completed Project Development Certification (Form 730002) to the Department in accordance with I.M. 5.050, Project Development Certification Instructions. The project shall not receive FHWA authorization for construction or be advertised for bids until after the Department has reviewed and approved the Project Development Certification.

e. If the Subrecipient is a city, the Subrecipient shall comply with the public hearing requirements of the Iowa Code Section 26.12.

f. The Subrecipient shall not provide the contractor with notice to proceed until after receiving written notice the Department has concurred in the contract award.

8. Construction.

a. A full-time employee of the Subrecipient shall serve as the person in responsible charge of the construction project. For cities that do not have any full-time employees, the mayor or city clerk will serve as the person in responsible charge, with assistance from the Department.

b. Traffic control devices, signing, or pavement markings installed within the limits of this project shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highways" per Iowa Administrative Code 761 Chapter 130. The safety of the general public shall be assured through the use of proper protective measures and devices such as fences, barricades, signs, flood lighting, and warning lights as necessary.

c. For projects let through the Department, the project shall be constructed under the Department's Standard Specifications for Highway and Bridge Construction and the Subrecipient shall comply with the procedures and responsibilities for materials testing according to the Department's Materials I.M.s. Available on-line at: http://www.iowadot.gov/erl/current/IM/navigation/nav.htm.

d. For projects let locally, the Subrecipient shall provide materials testing and certifications as required by the approved specifications.

e. If the Department provides any materials testing services to the Subrecipient, the Department will bill the Subrecipient for such testing services according to its normal policy as per Materials I.M. 103, Inspection Services Provided to Counties, Cities, and Other State Agencies.

f. The Subrecipient shall follow the procedures in I.M. 6.000, Construction Inspection, and the Department's Construction Manual, as applicable, for conducting construction inspection activities.

9. Reimbursements.

a. After costs have been incurred, the Subrecipient shall submit to the Department periodic itemized claims for reimbursement for eligible project costs. Requests for reimbursement shall be made at least every six months but not more than bi-weekly.

b. To ensure proper accounting of costs, reimbursement requests for costs incurred prior to June 30 shall be submitted to the Department by August 1 if possible, but no later than August 15.

c. Reimbursement claims shall include a certification that all eligible project costs, for which reimbursement is requested, have been reviewed by an official or governing board of the Subrecipient, are reasonable and proper, have been paid in full, and were completed in substantial compliance with the terms of this agreement.

d. Reimbursement claims shall be submitted on forms identified by the Department along with all required supporting documentation. The Department will reimburse the Subrecipient for properly documented and certified claims for eligible project costs. The Department may withhold up to 5% of the federal share of construction costs or 5% of the total federal funds available for the project, whichever is less. Reimbursement will be made either by state warrant or by crediting other accounts from which payment was initially made. If, upon final audit or review, the Department determines the Subrecipient has been overpaid, the Subrecipient shall reimburse the overpaid amount to the Department. After the final audit or review is complete

and after the Subrecipient has provided all required paperwork, the Department will release the federal funds withheld.

e. The total funds collected by the Subrecipient for this project shall not exceed the total project costs. The total funds collected shall include any federal or state funds received, any special assessments made by the Subrecipient (exclusive of any associated interest or penalties) pursuant to Iowa Code Chapter 384 (cities) or Chapter 311 (counties), proceeds from the sale of excess right-of-way, and any other revenues generated by the project. The total project costs shall include all costs that can be directly attributed to the project. In the event that the total funds collected by the Subrecipient do exceed the total project costs, the Subrecipient shall either:

    i. in the case of special assessments, refund to the assessed property owners the excess special assessments collected (including interest and penalties associated with the amount of the excess), or

    ii. Refund to the Department all funds collected in excess of the total project costs (including interest and penalties associated with the amount of the excess) within 60 days of the receipt of any excess funds. In return, the Department will either credit reimbursement billings to the FHWA or credit the appropriate state fund account in the amount of refunds received from the Subrecipient.

10. Project Close-out.

a. Within 30 days of completion of construction or other activities authorized by this agreement, the Subrecipient shall provide written notification to the Department and request a final audit, in accordance with the procedures in I.M. 6.110, Final Review, Audit, and Close-out Procedures for Federal-aid Projects. Failure to comply with the procedures will result in loss of federal funds remaining to be reimbursed and the repayment of funds already reimbursed. The Subrecipient may be suspended from receiving federal funds on future projects.

b. For construction projects, the Subrecipient shall provide a certification by a professional engineer, architect, or landscape architect as applicable, licensed in the State of Iowa, indicating the construction was completed in substantial compliance with the project plans and specifications.

c. Final reimbursement of federal funds shall be made only after the Department accepts the project as complete.

d. The Subrecipient shall maintain all books, documents, papers, accounting records, reports, and other evidence pertaining to costs incurred for the project. The Subrecipient shall also make these materials available at all reasonable times for inspection by the Department, FHWA, or any authorized representatives of the federal government. Copies of these materials shall be furnished by the Subrecipient if requested. Such documents shall be retained for at least 3 years from the date of FHWA approval of the final closure document. Upon receipt of FHWA approval

of the final closure document, the Department will notify the Subrecipient of the record retention date.

e. The Subrecipient shall maintain, or cause to be maintained, the completed improvement in a manner acceptable to the Department and the FHWA.

??

ANKENY CITY COUNCIL

City Council Agenda

March 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: ?? COUNCIL GOAL:

Public Works

Enhance Quality of Life

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Consider motion to adopt a **RESOLUTION** authorizing the execution of a Federal-Aid Agreement for Iowa's Transportation Alternatives Program (Iowa's TAP) funding between the Iowa Department of Transportation (DOT) and the City of Ankeny, Iowa for the sharing of project costs for the proposed Oralabor Gateway Trail - SW State Street Underpass project.

EXECUTIVE SUMMARY:

The Oralabor Gateway Trail - SW State Street Underpass project will construct a tunnel under SW State Street to improve traffic safety and operations for vehicles, bicyclists, and pedestrians. The City was able to secure Iowa's TAP funding from the Des Moines Area Metropolitan Planning Organization in the amount of 80% of eligible construction costs up to a maximum amount of $1,050,000.00.

To facilitate using the Iowa's TAP funding, the Iowa DOT has submitted the federal-aid agreement which stipulates the cost sharing and eligible costs for the project. It is recommended that the Council approve the agreement at this time, so the project schedule can be maintained. The project is currently in the preliminary design phase.

FISCAL IMPACT: **??No**

This project is included in the City of Ankeny's current Capital Improvements Program with design in 2022 and construction in 2023. The $1,050,000 of Iowa's TAP funding will be used for construction.

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the City Council take the following action:

1. Consider motion to authorize the execution of a Federal-Aid Agreement for Iowa's Transportation Alternatives Program (Iowa's TAP) funding between the Iowa DOT and the City of Ankeny for the sharing of project costs for the proposed Oralabor Gateway Trail - SW State Street Underpass project.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Resolution
Funding Agreement

RESOLUTION 2022-XXX

A RESOLUTION AUTHORIZING THE EXECUTION OF A FEDERAL-AID AGREEMENT FOR IOWA'S TRANSPORTATION ALTERNATIVES PROGRAM (IOWA'S TAP) PROJECT SURFACE TRANPORTATION BLOCK GRANT PROGRAM (STBG) PROJECT BETWEEN THE IOWA DEPARTMENT OF TRANSPORTATION AND THE CITY OF ANKENY, IOWA FOR THE SHARING OF PROJECT COSTS FOR THE PROPOSED ORALABOR GATEWAY TRAIL – SW STATE STREET UNDERPASS PROJECT

WHEREAS, City of Ankeny staff applied to the Des Moines Area Metropolitan Planning Organization (MPO) for Iowa's Transportation Alternatives Program (Iowa's TAP) funding to facilitate the construction of the Oralabor Gateway Trail – SW State Street Underpass project. The MPO subsequently approved the City's application in the amount of 80% of eligible construction costs up to a maximum amount of $1,050,000, and

WHEREAS, the City deems it to be in the best interest of the residents of the City to enter into a federal-aid agreement with the Iowa Department of Transportation for the sharing of project costs for said Oralabor Gateway Trail – SW State Street Underpass project.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Ankeny, Iowa, that the Mayor and City Clerk should be and they are hereby authorized and empowered to execute the said agreement with the Iowa Department of Transportation for Iowa's Transportation Alternatives Program (Iowa's TAP) funding.

DATED at the City of Ankeny, Iowa, this 7th day of March, 2022.

_____
Mark E. Holm, Mayor

ATTEST:

_____
Denise L. Hoy, City Clerk

IOWA DEPARTMENT OF TRANSPORTATION
Federal-Aid Agreement for a
Iowa's Transportation Alternatives Program (Iowa's TAP) Project
Surface Transportation Block Grant Program (STBG) Project

Subrecipient: **City of Ankeny**
Subrecipient DUNS Number: **073500894**
Project Number(s): **TAP-T-0187(650)—8V-77**
Iowa DOT Agreement Number: **22-TAP-108**

This agreement, made as of the date of the last party's signature below, is between City of Ankeny (hereinafter referred to as Subrecipient) and the Iowa Department of Transportation, the federal pass-through entity (hereinafter referred to as the Department). Iowa Code Sections 306A.7 and 307.44 provide for the Subrecipient and the Department to enter into agreements with each other for the purpose of financing transportation improvement projects in Iowa with federal funds. Federal regulations require federal funds to be administered by the Department. The federal-aid highway funds included in this agreement are jointly implemented by the Federal Highway Administration (FHWA) and the Department.

The Subrecipient has received federal funding through the Iowa's Transportation Alternatives Program (Iowa's TAP), which is funded by the Transportation Alternatives Program (TAP), as described in Section 1103 and 1122 of the Moving Ahead for Progress in the 21st Century (MAP-21), Public Law 112-141, which are hereinafter referred to as TAP funds. The Catalog of Federal Domestic Assistance (CFDA) number and title for this funding is 20.205 Highway Planning and Construction.

The Subrecipient has received federal funding through the Iowa's Transportation Alternatives Program (Iowa's TAP), which is funded by the Transportation Alternatives Set-aside of the Surface Transportation Block Grant Program (TA Set-aside), as codified in Section 133(h) of Title 23, United States Code (U.S.C.), which are hereinafter referred to as TA Set-aside funds. The Catalog of Federal Domestic Assistance (CFDA) number and title for this funding is 20.205 Highway Planning and Construction.

The Subrecipient has received federal funding through the Iowa's Transportation Alternatives Program (Iowa's TAP), which is funded by the Surface Transportation Block Grant Program (STBG), as codified in Section 133 of Title 23, United States Code (U.S.C.), which are hereinafter referred to as STBG funds. The Catalog of Federal Domestic Assistance (CFDA) number and title for this funding is 20.205 Highway Planning and Construction.

The Subrecipient has received federal funding through the Surface Transportation Block Grant Program (STBG), as codified in Section 133 of Title 23, United States Code (U.S.C.), which are hereinafter referred to as STBG funds. The Catalog of Federal Domestic Assistance (CFDA) number and title for this funding is 20.205 Highway Planning and Construction.

Pursuant to the terms of this agreement, applicable statutes, and administrative rules, the Department agrees to provide the funding named above to the Subrecipient for the authorized and approved costs for eligible items associated with the project.

Under this agreement, the parties further agree as follows:

1. The Subrecipient shall be responsible for carrying out the provisions of this agreement.

2. All notices required under this agreement shall be made in writing to the appropriate contact person. The Department's contact person shall be Jared Smith, Systems Planning Bureau, 800 Lincoln Way, Ames, Iowa 50010, 515-239-1713. The Subrecipient's contact person shall be Amy Quartell, City of Ankeny, 1210 NW Prairie Ridge Drive, Ankeny, IA 50023.

3. The Subrecipient shall be responsible for the development and completion of in the city of Ankeny, Oralabor Trail – SW State Street underpass:

4. The Subrecipient shall receive reimbursement for costs of authorized and approved eligible project activities under the Iowa's TAP program from STBG funds. The portion of the project costs reimbursed with STBG funds shall be limited to a maximum of either 80 percent of eligible costs (other than those reimbursed with other federal funds) or the amount listed ($1,050,000) in the Des Moines MPO current Transportation Improvement Program (TIP) and approved in the current Statewide Transportation Improvement Program (STIP), whichever is less. Eligible project activities will be as described in Section 133(h) of Title 23, United States Code (U.S.C.), and determined by the Department to be eligible.

5. Eligible project costs in excess of the amount reimbursed by the Department above will be considered the local contribution and may include cash, non-cash or approved state fund contributions, subject to Department approval. The local contribution must equal a minimum of 20 percent of eligible project costs. The subrecipient shall certify to the Department the value of any non-cash contribution to the project prior to it being incurred and in accordance with the procedures outlined in the applicable Instructional Memorandum to Local Public Agencies (I.M.s). The Department retains the sole authority to determine the eligibility and value of the Subrecipient's non-cash contribution for the purposes of this agreement. If the Subrecipient's total cash and non-cash contribution is determined by the Department to be less than that required by this agreement, the Subrecipient shall increase its cash contribution or the grant amount associated with this project shall be reduced accordingly.

6. The Subrecipient must have let the contract or have construction started within two years of October 1, 2022. If the Subrecipient does not do this, they will be in default for which the Department can revoke funding commitments. The Department may approve extensions of this agreement for periods up to six months upon receipt of a written request from the Subrecipient at least sixty (60) days prior to the deadline.

7. The Subrecipient shall follow policies and procedures allowed by Iowa Code and in consultation with the Department when procuring property and services and with respect to the use, management and disposal of equipment acquired under this award.

8. If the Subrecipient fails to perform any obligation under this agreement, the Department shall have the right, after first giving thirty (30) days written notice to the Subrecipient by certified mail return receipt requested, to declare any part or all of this agreement in default. The Subrecipient shall have thirty (30) days from date of mailing of the notice to cure the default. If the Recipient cures the default, the Subrecipient shall notify Department no later than five (5) days after cure or before the end of said thirty (30) day period given to cure the default. The Department may thereafter determine whether the default has, in fact, been cured, or whether the Subrecipient remains in default.

9. This agreement may be declared to be in default by the Department if the Department determines that the Subrecipient's application for funding contained inaccuracies, omissions, errors or misrepresentations; or if the Department determines that the project is not developed as described in the application and according to the requirements of this agreement.

10. In the event a default is not cured the Department may do any of the following: a) revoke funding commitments of funds loaned or granted by this agreement; b) seek repayment of funds loaned or granted by this agreement; or c) revoke funding commitments of funds loaned or granted by this agreement and also seek repayment of funds loaned or granted by this agreement. By signing this agreement the Subrecipient agrees to repay said funding if they are found to be in default. Repayment methods may include cash repayment, installment repayments with negotiable interest rates, or other methods as approved by the Department.

11. The Subrecipient shall comply with Exhibit 1, General Agreement Provisions for use of Federal Highway Funds on Non-primary Highways, which is attached hereto and by this reference is incorporated into this agreement.

12. The Subrecipient shall maintain, or cause to be maintained for the intended public use, the improvement for twenty (20) years from the completion date in a manner acceptable to the Department.

13. This agreement is not assignable without the prior written consent of the Department.

14. If any part of this agreement is found to be void and unenforceable, the remaining provisions of this agreement shall remain in effect.

15. It is the intent of both parties that no third-party beneficiaries be created by this agreement.

16. This agreement shall be executed and delivered in two or more copies, each of which so executed and delivered shall be deemed to be an original and shall constitute but one and the same agreement.

17. This agreement and the attached exhibit constitute the entire agreement between the Department and the Subrecipient concerning this project. Representations made before the signing of this agreement are not binding, and neither party has relied upon conflicting representations in entering into this agreement. Any change or alteration to the terms of this agreement shall be made in the form of an addendum to this agreement. The addendum shall become effective only upon written approval of the Department and the Subrecipient.

IN WITNESS WHEREOF, each of the parties hereto has executed this agreement as of the date shown opposite its signature below.

SUBRECIPIENT: City of Ankeny

By: _____ Date_____, _____

Title: ___Mayor_____

CERTIFICATION:

I, _____, certify that I am the Clerk of the city, and that
(Name of City Clerk)

_____, who signed said Agreement for and on behalf of
(Name of Mayor/Signer Above)

the city was duly authorized to execute the same by virtue of a formal resolution duly passed and adopted by the city, on the ____ day of_____, _____.

Signed: _____

City Clerk of Ankeny, Iowa.

IOWA DEPARTMENT OF TRANSPORTATION
Transportation Development Division
800 Lincoln Way, Ames, Iowa 50010
Tel. 515-239-1664

By: _____ Date_____, _____
Craig Markley
Director
Systems Planning Bureau

EXHIBIT 1
General Agreement Provisions for use of Federal Highway Funds on Non-primary Projects

Unless otherwise specified in this agreement, the Subrecipient shall be responsible for the following:

1. General Requirements.

a. The Subrecipient shall take the necessary actions to comply with applicable state and federal laws and regulations. To assist the Subrecipient, the Department has provided guidance in the Federal-aid Project Development Guide (Guide) and the Instructional Memorandums to Local Public Agencies (I.M.s) that are referenced by the Guide. Both are available on-line at: http://www.iowadot.gov/local_systems/publications/im/lpa_ims.htm. The Subrecipient shall follow the applicable procedures and guidelines contained in the Guide and I.M.s in effect at the time project activities are conducted.

b. In accordance with Title VI of the Civil Rights Act of 1964 and associated subsequent nondiscrimination laws, regulations, and executive orders, the Subrecipient shall not discriminate against any person on the basis of race, color, national origin, sex, age, or disability. In accordance with Iowa Code Chapter 216, the Subrecipient shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability. The Subrecipient agrees to comply with the requirements outlined in I.M. 1.070, Title VI and Nondiscrimination Requirements which includes the requirement to provide a copy of the Subrecipient's Title VI Plan or Agreement and Standard DOT Title VI Assurances to the Department.

c. The Subrecipient shall comply with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973 (Section 504), the associated Code of Federal Regulations (CFR) that implement these laws, and the guidance provided in I.M. 1.080, ADA Requirements. When bicycle and/or pedestrian facilities are constructed, reconstructed, or altered, the Subrecipient shall make such facilities compliant with the ADA and Section 504 following the requirements set forth in Chapter 12A for sidewalks and Chapter 12B for Bicycle Facilities of the Iowa DOT Design Manual.

d. To the extent allowable by law, the Subrecipient agrees to indemnify, defend, and hold the Department harmless from any claim, action or liability arising out of the design, construction, maintenance, placement of traffic control devices, inspection, or use of this project. This agreement to indemnify, defend, and hold harmless applies to all aspects of the Department's application review and approval process, plan and construction reviews, and funding participation.

e. As required by 2 CFR 200.501 "Audit Requirements", a non-federal entity expending $750,000 or more in federal awards in a year shall have a single or program-specific audit conducted for that year in accordance with the provision of that part. Auditee responsibilities are addressed in Subpart F of 2 CFR 200. The federal funds provided by this agreement shall be reported on the appropriate Schedule of Expenditures of Federal Awards (SEFA) using the Catalog of Federal Domestic Assistance (CFDA) number and title as shown in this agreement. If the Subrecipient will

pay initial project costs and request reimbursement from the Department, the Subrecipient shall report this project on its SEFA. If the Department will pay initial project costs and then credit those accounts from which initial costs were paid, the Department will report this project on its SEFA. In this case, the Subrecipient shall not report this project on its SEFA.

f. The Subrecipient shall supply the Department with all information required by the Federal Funding Accountability and Transparency Act of 2006 and 2 CFR Part 170.

g. The Subrecipient shall comply with the following Disadvantaged Business Enterprise (DBE) requirements:

   i. The Subrecipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any Department-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Subrecipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Department-assisted contracts.

   ii. The Subrecipient shall comply with the requirements of I.M. 5.010, DBE Guidelines.

   iii. The Department's DBE program, as required by 49 CFR Part 26 and as approved by the Federal Highway Administration (FHWA), is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Subrecipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

h. Termination of funds. Notwithstanding anything in this agreement to the contrary, and subject to the limitations set forth below, the Department shall have the right to terminate this agreement without penalty and without any advance notice as a result of any of the following: 1) The federal government, legislature or governor fail in the sole opinion of the Department to appropriate funds sufficient to allow the Department to either meet its obligations under this agreement or to operate as required and to fulfill its obligations under this agreement; or 2) If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the Department to make any payment hereunder are insufficient or unavailable for any other reason as determined by the Department in its sole discretion; or 3) If the Department's authorization to conduct its business or engage in activities or operations related to the subject matter of this agreement is withdrawn or materially altered or modified. The Department shall provide the Subrecipient with written notice of termination pursuant to this section.

2. Programming and Federal Authorization.

a. The Subrecipient shall be responsible for including the project in the appropriate Regional Planning Affiliation (RPA) or Metropolitan Planning Organization (MPO) Transportation Improvement Program (TIP). The Subrecipient shall also ensure that the appropriate RPA or MPO, through their TIP submittal to the Department, includes the project in the Statewide Transportation Improvement Program (STIP). If the project is not included in the appropriate fiscal year of the STIP, federal funds cannot be authorized.

b. Before beginning any work for which federal funding reimbursement will be requested, the Subrecipient shall contact the Department to obtain the procedures necessary to secure FHWA authorization. The Subrecipient shall submit a written request for FHWA authorization to the Department. After reviewing the Subrecipient's request, the Department will forward the request to the FHWA for authorization and obligation of federal funds. The Department will notify the Subrecipient when FHWA authorization is obtained. The cost of work performed prior to FHWA authorization will not be reimbursed with federal funds.

c. Upon receiving FHWA authorization, the Subrecipient must show federal aid funding activity to receive the programmed amount authorized for the project. If there is no funding activity for nine or more months after the previous activity, the remaining unused programmed amount will be de-obligated from the project and there will be no further federal aid reimbursement issued for the project. If the Subrecipient knows in advance that funding activity will not occur for the nine months, the Contract Administrator needs to be notified to determine if programming of funds can be adjusted or other options can be explored.

d. Upon receipt of Federal Highway Administration (FHWA) authorization a Federal Award Identification Number (FAIN) will be assigned to this project by the FHWA based on a methodology that incorporates identifying information about the federal award such as the federal funding program code and the federal project number. This FAIN will be used to identify this project and award on the federal government's listing of financial assistance awards consistent with the Federal Funding Accountability and Transparency Act of 2006 (FFATA) at usaspending.gov.

e. A period of performance for this federal funding award will be established at the time of FHWA authorization. The start date of the period of performance will be the FHWA authorization date. The project end date (PED) will be determined according to the methodology in I.M. 1.200, Federal Funds Management. Costs incurred before the start date or after the PED of the period of performance will not be eligible for reimbursement.

3. Federal Participation in Work Performed by Subrecipient Employees.

a. If federal reimbursement will be requested for engineering, construction inspection, right-of-way acquisition or other services provided by employees of the Subrecipient, the Subrecipient shall follow the procedures in I.M. 3.330, Federal-aid Participation in In-House Services.

b. If federal reimbursement will be requested for construction performed by employees of the Subrecipient, the Subrecipient shall follow the procedures in I.M. 6.010, Federal-aid Construction by Local Agency Forces.

c. If the Subrecipient desires to claim indirect costs associated with work performed by its employees, the Subrecipient shall prepare and submit to the Department an indirect cost rate proposal and related documentation in accordance with the requirements of 2 CFR 200. Before incurring any indirect costs, such indirect cost proposal shall be certified by the FHWA or the federal agency providing the largest amount of federal funds to the Subrecipient. If approved, the approved indirect cost rate shall be incorporated by means of an addendum to this agreement.

4. Design and Consultant Services

a. The Subrecipient shall be responsible for the design of the project, including all necessary plans, specifications, and estimates (PS&E). The project shall be designed in accordance with the design guidelines provided or referenced by the Department in the Guide and applicable I.M.s.

b. If the Subrecipient requests federal funds for consultant services, the Subrecipient and the Consultant shall prepare a contract for consultant services in accordance with 23 CFR Part 172. These regulations require a qualifications-based selection process. The Subrecipient shall follow the procedures for selecting and using consultants outlined in I.M. 3.310, Federal-aid Participation in Consultant Costs.

c. If Preliminary Engineering (PE) work is federally funded, and if right-of-way acquisition or actual construction of the project is not started by the close of the tenth fiscal year following the fiscal year in which the federal funds were authorized, the Subrecipient shall repay to the Department the amount of federal funds reimbursed to the Subrecipient for such PE work. PE includes work that is part of the development of the PS&E for a construction project. This includes environmental studies and documents, preliminary design, and final design up through and including the preparation of bidding documents. PE does not include other activities that are not intended to lead to a construction project such as planning, conceptual, or feasibility studies.

5. Environmental Requirements and other Agreements or Permits.

a. The Subrecipient shall take the appropriate actions and prepare the necessary documents to fulfill the FHWA requirements for project environmental studies including historical/cultural reviews and location approval. The Subrecipient shall complete any mitigation agreed upon in the FHWA approval document. These procedures are set forth in I.M. 3.020, Concept Statement Instructions; 4.020, NEPA Class of Action Process; 4.030, Environmental Data Sheet Instructions; 4.110, Threatened and Endangered Species; and 4.120, Cultural Resource Regulations.

b. If farmland is to be acquired, whether for use as project right-of-way or permanent easement, the Subrecipient shall follow the procedures in I.M. 4.170, Farmland Protection Policy Act.

c. The Subrecipient shall obtain project permits and approvals, when necessary, from the Iowa Department of Cultural Affairs (State Historical Society of Iowa; State Historic Preservation Officer), Iowa Department of Natural Resources, U.S. Coast Guard, U.S. Army Corps of Engineers, the Department, or other agencies as required. The Subrecipient shall follow the procedures in I.M. 4.130, 404 Permit Process; 4.140, Storm Water Permits; 4.150, Iowa DNR Floodplain Permits and Regulations; 4.160, Asbestos Inspection, Removal and Notification Requirements; and 4.190, Highway Improvements in the Vicinity of Airports or Heliports.

d. In all contracts entered into by the Subrecipient, and all subcontracts, in connection with this project that exceed $100,000, the Subrecipient shall comply with the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all their regulations and guidelines. In such contracts, the Subrecipient shall stipulate that any facility to be utilized in performance of or to benefit from this agreement is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities or is under consideration to be listed.

6. Right-of-Way, Railroads and Utilities.

a. The Subrecipient shall acquire the project right-of-way, whether by lease, easement, or fee title, and shall provide relocation assistance benefits and payments in accordance with the procedures set forth in I.M. 3.600, Right-of-Way Acquisition, and the Department's Office of Right of Way Local Public Agency Manual. The Subrecipient shall contact the Department for assistance, as necessary, to ensure compliance with the required procedures, even if no federal funds are used for right-of-way activities. The Subrecipient shall obtain environmental concurrence before acquiring any needed right-of-way. With prior approval, hardship and protective buying is possible. If the Subrecipient requests federal funding for right-of-way acquisition, the Subrecipient shall also obtain FHWA authorization before purchasing any needed right-of-way.

b. If the project right-of-way is federally funded and if the actual construction is not undertaken by the close of the twentieth fiscal year following the fiscal year in which the federal funds were authorized, the Subrecipient shall repay the amount of federal funds reimbursed for right-of-way costs to the Department.

c. If a railroad crossing or railroad tracks are within or adjacent to the project limits, the Subrecipient shall obtain agreements, easements, or permits as needed from the railroad. The Subrecipient shall follow the procedures in I.M. 3.670, Work on Railroad Right-of-Way, and I.M. 3.680, Federal-aid Projects Involving Railroads.

d. The Subrecipient shall comply with the Policy for Accommodating Utilities on City and County Federal-aid Highway Right of Way for projects on non-primary federal-aid highways. For projects connecting to or involving some work inside the right-of-way for a primary highway, the Subrecipient shall follow the Department’s Policy for Accommodating Utilities on Primary Road System. Certain utility relocation, alteration, adjustment, or removal costs to the Subrecipient for the project may be eligible for federal funding reimbursement. The Subrecipient should also use the procedures outlined in I.M. 3.640, Utility Accommodation and Coordination, as a guide to coordinating with utilities.

e. If the Subrecipient desires federal reimbursement for utility costs, it shall submit a request for FHWA authorization prior to beginning any utility relocation work, in accordance with the procedures outlined in I.M. 3.650, Federal-aid Participation in Utility Relocations.

7. Construction Contract Procurement.

The following provisions apply only to projects involving physical construction or improvements to transportation facilities:

a. The project plans, specifications, and cost estimate (PS&E) shall be prepared and certified by a professional engineer, architect, or landscape architect, as applicable, licensed in the State of Iowa.

b. For projects let through the Department, the Subrecipient shall be responsible for the following:

   i. Prepare and submit the PS&E and other contract documents to the Department for review and approval in accordance with I.M. 3.700, Check and Final Plans and I.M. 3.500, Bridge or Culvert Plans, as applicable.

   ii. The contract documents shall use the Department's Standard Specifications for Highway and Bridge Construction. Prior to their use in the PS&E, specifications developed by the Subrecipient for individual construction items shall be approved by the Department.

   iii. Follow the procedures in I.M. 5.030, Iowa DOT Letting Process, to analyze the bids received, make a decision to either award a contract to the lowest responsive bidder or reject all bids, and if a contract is awarded, execute the contract documents and return to the Department.

c. For projects that are let locally by the Subrecipient, the Subrecipient shall follow the procedures in I.M. 5.120, Local Letting Process, Federal-aid.

d. The Subrecipient shall forward a completed Project Development Certification (Form 730002) to the Department in accordance with I.M. 5.050, Project Development Certification Instructions. The project shall not receive FHWA authorization for construction or be advertised for bids until after the Department has reviewed and approved the Project Development Certification.

e. If the Subrecipient is a city, the Subrecipient shall comply with the public hearing requirements of the Iowa Code Section 26.12.

f. The Subrecipient shall not provide the contractor with notice to proceed until after receiving written notice the Department has concurred in the contract award.

8. Construction.

a. A full-time employee of the Subrecipient shall serve as the person in responsible charge of the construction project. For cities that do not have any full-time employees, the mayor or city clerk will serve as the person in responsible charge, with assistance from the Department.

b. Traffic control devices, signing, or pavement markings installed within the limits of this project shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highways" per Iowa Administrative Code 761 Chapter 130. The safety of the general public shall be assured through the use of proper protective measures and devices such as fences, barricades, signs, flood lighting, and warning lights as necessary.

c. For projects let through the Department, the project shall be constructed under the Department's Standard Specifications for Highway and Bridge Construction and the Subrecipient shall comply with the procedures and responsibilities for materials testing according to the Department's Materials I.M.s. Available on-line at: http://www.iowadot.gov/erl/current/IM/navigation/nav.htm.

d. For projects let locally, the Subrecipient shall provide materials testing and certifications as required by the approved specifications.

e. If the Department provides any materials testing services to the Subrecipient, the Department will bill the Subrecipient for such testing services according to its normal policy as per Materials I.M. 103, Inspection Services Provided to Counties, Cities, and Other State Agencies.

f. The Subrecipient shall follow the procedures in I.M. 6.000, Construction Inspection, and the Department's Construction Manual, as applicable, for conducting construction inspection activities.

9. Reimbursements.

a. After costs have been incurred, the Subrecipient shall submit to the Department periodic itemized claims for reimbursement for eligible project costs. Requests for reimbursement shall be made at least every six months but not more than bi-weekly.

b. To ensure proper accounting of costs, reimbursement requests for costs incurred prior to June 30 shall be submitted to the Department by August 1 if possible, but no later than August 15.

c. Reimbursement claims shall include a certification that all eligible project costs, for which reimbursement is requested, have been reviewed by an official or governing board of the Subrecipient, are reasonable and proper, have been paid in full, and were completed in substantial compliance with the terms of this agreement.

d. Reimbursement claims shall be submitted on forms identified by the Department along with all required supporting documentation. The Department will reimburse the Subrecipient for properly documented and certified claims for eligible project costs. The Department may withhold up to 5% of the federal share of construction costs or 5% of the total federal funds available for the project, whichever is less. Reimbursement will be made either by state warrant or by crediting other accounts from which payment was initially made. If, upon final audit or review, the Department determines the Subrecipient has been overpaid, the Subrecipient shall reimburse the overpaid amount to the Department. After the final audit or review is complete

and after the Subrecipient has provided all required paperwork, the Department will release the federal funds withheld.

e. The total funds collected by the Subrecipient for this project shall not exceed the total project costs. The total funds collected shall include any federal or state funds received, any special assessments made by the Subrecipient (exclusive of any associated interest or penalties) pursuant to Iowa Code Chapter 384 (cities) or Chapter 311 (counties), proceeds from the sale of excess right-of-way, and any other revenues generated by the project. The total project costs shall include all costs that can be directly attributed to the project. In the event that the total funds collected by the Subrecipient do exceed the total project costs, the Subrecipient shall either:

    i. in the case of special assessments, refund to the assessed property owners the excess special assessments collected (including interest and penalties associated with the amount of the excess), or

    ii. Refund to the Department all funds collected in excess of the total project costs (including interest and penalties associated with the amount of the excess) within 60 days of the receipt of any excess funds. In return, the Department will either credit reimbursement billings to the FHWA or credit the appropriate state fund account in the amount of refunds received from the Subrecipient.

10. Project Close-out.

a. Within 30 days of completion of construction or other activities authorized by this agreement, the Subrecipient shall provide written notification to the Department and request a final audit, in accordance with the procedures in I.M. 6.110, Final Review, Audit, and Close-out Procedures for Federal-aid Projects. Failure to comply with the procedures will result in loss of federal funds remaining to be reimbursed and the repayment of funds already reimbursed. The Subrecipient may be suspended from receiving federal funds on future projects.

b. For construction projects, the Subrecipient shall provide a certification by a professional engineer, architect, or landscape architect as applicable, licensed in the State of Iowa, indicating the construction was completed in substantial compliance with the project plans and specifications.

c. Final reimbursement of federal funds shall be made only after the Department accepts the project as complete.

d. The Subrecipient shall maintain all books, documents, papers, accounting records, reports, and other evidence pertaining to costs incurred for the project. The Subrecipient shall also make these materials available at all reasonable times for inspection by the Department, FHWA, or any authorized representatives of the federal government. Copies of these materials shall be furnished by the Subrecipient if requested. Such documents shall be retained for at least 3 years from the date of FHWA approval of the final closure document. Upon receipt of FHWA approval

of the final closure document, the Department will notify the Subrecipient of the record retention date.

e. The Subrecipient shall maintain, or cause to be maintained, the completed improvement in a manner acceptable to the Department and the FHWA.

??

ANKENY CITY COUNCIL

City Council Agenda

March 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: COUNCIL GOAL: ??

Municipal Utilities

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Consider motion to adopt a **RESOLUTION** approving plans and specifications and accepting contracts, performance and maintenance bonds for a traffic signal for the construction of SW State Street and SW 11th Street Intersection Improvements.

EXECUTIVE SUMMARY:

The action before the Council is the adoption of a resolution approving plans and specifications and accepting contracts, performance and maintenance bonds for a traffic signal to facilitate construction of SW State Street and SW 11th Street Intersection Improvements.

FISCAL IMPACT: **??No**

CITY MANAGER'S RECOMMENDATIONS:

Approve the motion to adopt a RESOLUTION approving plans and specifications and accepting contracts, performance and maintenance bonds to facilitate the construction of SW State Street and SW 11th Street Intersection Improvements.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Resolution
Contract and Bonds

RESOLUTION

RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND ACCEPTING CONTRACTS, PERFORMANCE AND MAINTENANCE BONDS FOR THE CONSTRUCTION OF TRAFFIC SIGNAL IMPROVEMENTS FOR SW STATE STREET AND SW 11TH STREET INTERSECTION IMPROVEMENTS PROJECT

WHEREAS, the plans and specifications for the construction of Traffic Signal Improvements and related work for SW State Street and SW 11th Street Intersection Improvements project have been submitted and approved by the City Engineer; and

WHEREAS, the three party contract for construction and the performance and maintenance bonds for the above described improvements have been submitted; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ANKENY, IOWA:

1. That the plans and specifications, contract, performance and maintenance bonds are hereby approved; and,

2. That permission is hereby granted the parties of said contract to construct said improvements above described, subject to inspection and approval of the City Engineer, in accordance with said contract, plans and specifications.

PASSED AND APPROVED on this 7th day of March, 2022.

_____
Mark E. Holm, Mayor

ATTEST:

_____
Denise L. Hoy, City Clerk

PRIVATE CONSTRUCTION CONTRACT

THIS AGREEMENT, made and entered into as of the 31st day of January, 2022, by and between Van Maanen Electric, Inc hereinafter called the "contractor", and ~~Albaugh, LLC~~ DRA Properties, L.C. 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:

X Traffic Signal	_____ Sanitary Sewers	_____ Water Lines
_____ Storm Sewers	_____ Paving	_____ Subgrade Prep.

As shown in construction plans titled (Project Name) Ankeny SW State Street and SW 11th Street _____, and bearing an "Approved For Construction Date" of 12/7/2021

The estimated quantity of work to be done is:

X 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 05/09/2022 _____, and shall fully complete the work not later than _____.

ARTICLE III: THE CONTRACT AMOUNT

Upon performance of this contract by the contractor, the subdivider shall pay to the contractor the sum of $ 336,461.21 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.

Van Maanen Electric, Inc
Contractor

by _____

DRA Properties, L.C.
Subdivider

by Sara Meredith
sec.

Approved as to form:

City of Ankeny, Iowa

by Donald Clark
City Engineer

Bond No. B3257723

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That Van Maanen Electric Inc. as principal

and The Cincinnati Insurance Company as surety are held and firmly bound unto the City of Ankeny

and ~~Albaugh, LLC~~ DRA Properties, L.C. as owner(s) in the penal sum of

Three Hundred Thirty-six Thousand Four Hundred Sixty-one And 21/100 Dollars ($ $336,461.21), to the payment of which, well and truly to be made, the principal and surety bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated this 31st day of January, 2022.

WHEREAS, the principal has entered into a certain written contract, dated the 31st day of January, 2022, with the owner(s) for:

Traffic Signal Improvements In connection with Ankeny SW State Street and SW 11th Street, Ankeny, Iowa

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 Albaugh, 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.

2. 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:

Van Maanen Electric Inc.
principal

by _____

The Cincinnati Insurance Company
surety (SEAL)

by _____
Dione R. Young, Attorney-in-Fact

City of Ankeny

by Donald Clark

~~Albaugh, LLC~~ DRA properties, L.C.
owner

by Tara Meredith
Sec.

Bond No. B3257723

CONTRACTOR'S MAINTENANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That Van Maanen Electric Inc. of Newton, Iowa as principal and The Cincinnati Insurance Company of Cincinnati, OH as surety are held and firmly bound unto the City of Ankeny, Iowa, for a period of four (4) years from the date of acceptance of hereinafter described improvements and to all persons who may be injured by any breach of any of the conditions of this bond in the penal sum of Three Hundred Thirty-six Thousand Four Hundred Sixty-one And 21/100 DOLLARS ($ $336,461.21), lawful money of the United States of America, for the payment of which, 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 said principal has rendered to the City of Ankeny a certain contract dated the 31st day of January , 2022, wherein said principal or his subcontractors undertakes and agrees to furnish all the materials and labor necessary for the construction of:

Traffic Signal Improvements In connection with Ankeny SW State Street and SW 11th Street, Ankeny, Iowa

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."

2. "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 31st day of January, 2022.

Van Maanen Electric Inc.
principal

by _____

The Cincinnati Insurance Company
surety (SEAL)

by _____
Dione R. Young, Attorney-in-Fact

Approved as to form:

City of Ankeny, Iowa

by _____
City Engineer

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

Craig E. Hansen; Brian D. Deimerly; Jay D. Freiermuth; Anne Crowner; Cindy Bennett; Stacy Venn; Dione R. Young; Tim McCulloh; Sydney Burnett; Seth Rooker; and/or Stacie Christensen

of Waukee, Iowa
their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like instruments, as follows:

Any such obligations in the United States, up to
Fifty Million and No/100 Dollars ($50,000,000.00).

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Senior Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or any Senior Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Vice-President and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or any Senior Vice President this 16th day of March, 2021.

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Stephen A. Ventre

STATE OF OHIO)SS:
COUNTY OF BUTLER)

On this 16th day of March, 2021 before me came the above-named President or Senior Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.

Keith Collett, Attorney at Law
Notary Public – State of Ohio
My commission has no expiration date.
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this 31st day of January , 2022 .

BN-1457 (3/21)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/9/2022

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
AssuredPartners Great Plains, LLC
4200 University Ave., Suite 200
West Des Moines IA 50266-5945

License#: 1001000272

CONTACT NAME: Lindsay Gentry
PHONE (A/C, No, Ext): 515-237-0150 **FAX (A/C, No):** 515-237-0150
E-MAIL ADDRESS: lindsay.gentry@AssuredPartners.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Continental Insurance Company	35289
INSURER B : SFM Mutual Insurance Company	11347
INSURER C : National Fire Insurance Company of Hartford	20478
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Van Maanen Electric, Inc.
500 Iowa Speedway Dr.
Newton IA 50208

VANMAAN-02

COVERAGES **CERTIFICATE NUMBER:** 521935876 **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	
C	X COMMERCIAL GENERAL LIABILITY	Y		CPM 6081072100	8/1/2021	8/1/2022	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
	X Contractual Liab						MED EXP (Any one person)	$ 15,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 1,000,000
	POLICY [X] PRO-JECT [X] LOC						GENERAL AGGREGATE	$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY			BUA 6081072114	8/1/2021	8/1/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			6081072131	8/1/2021	8/1/2022	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ 0							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A		128845.102	8/1/2021	8/1/2022	X PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						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: Traffic Signal Improvements in connection with Ankeny SW State Street and SW 11th Street Ankeny, IA

The City of Ankeny and Albaugh, LLC are Additional Insureds - Owners, Lessees or Contractors - Including Products -Ongoing and Completed Operations - primary and non-contributory when required in a written contract with respects to the General Liability policy per form CNA75079 (10/16)

CERTIFICATE HOLDER

City of Ankeny
410 W First Street
Ankeny IA 50023

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

??

ANKENY CITY COUNCIL

City Council Agenda

March 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: COUNCIL GOAL: ??

Municipal Utilities

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Consider motion to adopt a **RESOLUTION** approving plans and specifications and accepting contracts, performance and maintenance bonds for paving, storm sewer, and subgrade prep for the construction of SW State Street and SW 11th Street Intersection Improvements.

EXECUTIVE SUMMARY:

The action before the Council is the adoption of a resolution approving plans and specifications and accepting contracts, performance and maintenance bonds for paving, storm sewer, and subgrade prep to facilitate construction of SW State Street and SW 11th Street Intersection Improvements.

FISCAL IMPACT: **??No**

CITY MANAGER'S RECOMMENDATIONS:

Approve the motion to adopt a RESOLUTION approving plans and specifications and accepting contracts, performance and maintenance bonds to facilitate the construction of SW State Street and SW 11th Street Intersection Improvements.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Resolution
Contract and Bonds

RESOLUTION

RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND ACCEPTING CONTRACTS, PERFORMANCE AND MAINTENANCE BONDS FOR THE CONSTRUCTION OF PAVING AND STORM SEWER IMPROVEMENTS FOR SW STATE STREET AND SW 11TH STREET INTERSECTION IMPROVEMENTS PROJECT

WHEREAS, the plans and specifications for the construction of paving, storm sewer improvements and related work for SW State Street and SW 11th Street Intersection Improvements project have been submitted and approved by the City Engineer; and

WHEREAS, the three party contract for construction and the performance and maintenance bonds for the above described improvements have been submitted; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ANKENY, IOWA:

1. That the plans and specifications, contract, performance and maintenance bonds are hereby approved; and,

2. That permission is hereby granted the parties of said contract to construct said improvements above described, subject to inspection and approval of the City Engineer, in accordance with said contract, plans and specifications.

PASSED AND APPROVED on this 7th day of March, 2022.

_____
Mark E. Holm, Mayor

ATTEST:

_____
Denise L. Hoy, City Clerk

PRIVATE CONSTRUCTION CONTRACT

THIS AGREEMENT, made and entered into as of the 25th day of January, 2022, by and between Absolute Concrete Construction Inc. hereinafter called the "contractor", and DRA Properties 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
_X_ Storm Sewers	_X_ Paving	_X_ Subgrade Prep.

As shown in construction plans titled (Project Name) SW State Street and SW 11th Street Intersection Improvements, and bearing an "Approved For Construction Date" of 12 / 07 / 21.

The estimated quantity of work to be done is:
_X_ 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 5/16/2022, and shall fully complete the work not later than 7/15/2022.

ARTICLE III: THE CONTRACT AMOUNT

Upon performance of this contract by the contractor, the subdivider shall pay to the contractor the sum of $ 291,244.75 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.

Absolute Concrete Construction Inc.
Contractor

by _____
Drew Roberts, Vice President

DFA Properties, L.C.
Subdivider

by Tara Meredith
Sec.

Approved as to form:

City of Ankeny, Iowa

by Donald Cook
City Engineer

Bond No. NIA3917

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That Absolute Concrete Construction, Inc. as principal

and Merchants National Bonding, Inc. as surety are held and firmly bound unto the City of Ankeny

and DRA Properties as owner(s) in the penal sum of

Two Hundred Ninety-One Thousand Two Hundred Forty-Four and 75/100 Dollars ($ 291,244.75), to the payment of which, well and truly to be made, the principal and surety bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated this 2nd day of February, 20 22.

WHEREAS, the principal has entered into a certain written contract, dated the 25th day of January, 20 22, with the owner(s) for:

SW State Street and SW 11th Street Intersection Improvements
Storm Sewers, Paving, Subgrade Prep.

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 DRA Properties, 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.

2. 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:

Absolute Concrete Construction, Inc.
principal

by _____
Drew Roberts, Vice President

Merchants National Bonding, Inc.
surety (SEAL)

by _____
Abigail R. Mohr, Attorney-in-Fact

City of Ankeny

by _____

DRA Properties
owner

by _____
sec.

Bond No. NIA3917

CONTRACTOR'S MAINTENANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That Absolute Concrete Construction, Inc. of P. O. Box 148, Slater, IA 50244 as principal and Merchants National Bonding, Inc. of P. O. Box 14498, Des Moines, IA 50306 as surety are held and firmly bound unto the City of Ankeny, Iowa, for a period of four (4) years from the date of acceptance of hereinafter described improvements and to all persons who may be injured by any breach of any of the conditions of this bond in the penal sum of Two Hundred Ninety-One Thousand Two Hundred Forty-Four and 75/100 DOLLARS ($ 291,244.75), lawful money of the United States of America, for the payment of which, 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 said principal has rendered to the City of Ankeny a certain contract dated the 25th day of January, 20 22, wherein said principal or his subcontractors undertakes and agrees to furnish all the materials and labor necessary for the construction of:

SW State Street and SW 11th Street Intersection Improvements
Storm Sewers, Paving, Subgrade Prep.

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."

2. "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 2nd day of February, 20 22.

Absolute Concrete Construction, Inc.
principal

by _____
Drew Roberts, Vice President

Merchants National Bonding, Inc.
surety (SEAL)

by _____
Abigail R. Mohr, Attorney-in-Fact

Approved as to form:

City of Ankeny, Iowa

by _____
City Engineer

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,

Abigail R Mohr; Kent M Rosenberg; Laura Peiffer; Mat DeGroote; Matthew R Fay; Michael L McCoy; Sandy VanOsten

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 23rd day of April , 2021 .

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

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

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.
On this 23rd day of April 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.

NOTARIAL SEAL IOWA

POLLY MASON
Commission Number 750576
My Commission Expires
January 07, 2023

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 2nd day of February , 2022 .

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0018 (1/20)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/31/2022

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
Arthur J. Gallagher Risk Management Services, Inc.
4200 Corporate Drive Ste 160
West Des Moines IA 50266

CONTACT NAME: JoLynda Hayes
PHONE (A/C, No, Ext): 515-309-6207 **FAX (A/C, No):** 515-457-8964
E-MAIL ADDRESS: JoLynda_Hayes@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : BITCO General Insurance Corporation	20095
INSURER B : Ironshore Specialty Insurance Co	25445
INSURER C : Cincinnati Casualty Company	28665
INSURER D : BITCO National Insurance Company	20109
INSURER E :	
INSURER F :	

INSURED
Absolute Concrete Construction, Inc.
PO Box 148
Slater, IA 50244

COVERAGES **CERTIFICATE NUMBER:** 1501146552 **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	
D	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	Y		CLP3705237	5/3/2021	5/3/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y		CAP3705235	5/3/2021	5/3/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 0			CUP2819166	5/3/2021	5/3/2022	EACH OCCURRENCE AGGREGATE 	$ 2,000,000 $ 2,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? Y/N [N] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC3705238	5/3/2021	5/3/2022	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000
D C B	Leased/Rented Equip Excess Umbrella Pollution Liability			CLP3705237 EXS0534746 ICELLUW00107934	5/3/2021 5/3/2021 5/3/2021	5/3/2022 5/3/2022 5/3/2022	Ded $1,000 Limit Limit/Agg:$1M/$2M	$1,000,000 $8,000,000 Retention $10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: SW State St and SW 11th St Intersection Improvements
The City of Ankeny is an Additional Insured under General Liability per form GL 3085 (10/19) and Auto Liability per form AP 0401 (10/17).

CERTIFICATE HOLDER

City of Ankeny
410 W 1st Street
Ankeny IA 50023
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

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

??

ANKENY CITY COUNCIL

City Council Agenda

March 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT:
Public Works

COUNCIL GOAL: ??
Enhance Quality of Life

ACTION REQUESTED:
Resolution

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:

Consider motion to adopt a **RESOLUTION** approving documents for the acquisition of permanent easements and a temporary construction easement for the NE 36th Street Reconstruction Project: Interstate 35 to NE Four Mile Drive in Ankeny, Iowa. (north of NE 36th Street - Threshold Otter Creek, LLC)

EXECUTIVE SUMMARY:

The action before the council is the adoption of a Resolution accepting permanent easements and a temporary construction easement from Threshold Otter Creek, LLC north of NE 36th Street to facilitate the construction of the NE 36th Street Reconstruction Project: Interstate 35 to NE Four Mile Drive.

FISCAL IMPACT: **??No**

The total consideration for the permanent easements and a temporary construction easements is $1.00, the receipt and sufficiency of which are acknowledged. The cost for fee-title acquisitions, permanent easements, and temporary construction easements are part of the project costs for the NE 36th Street Reconstruction Project: Interstate 35 to NE Four Mile Drive included in the current Capital Improvement

Program.

CITY MANAGER'S RECOMMENDATIONS:

Approve the motion to adopt a RESOLUTION accepting permanent easements and a temporary construction easements from Threshold Otter Creek, LLC north of NE 36th Street to facilitate the construction of the NE 36th Street Reconstruction Project: Interstate 35 to NE Four Mile Drive in Ankeny, Iowa.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

At its regular meeting on December 20, 2021, City Council authorized acquisition of necessary property interests required for construction of the project.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Resolution
Permanent Easement - Sanitary
Permanent Easement - Drainage
Temporary Easement

RESOLUTION 2022-XXX

A RESOLUTION APPROVING DOCUMENTS FOR THE ACQUISITION OF PERMANENT EASEMENTS AND A TEMPORARY CONSTRUCTION EASEMENT NORTH OF NE 36TH STREET FOR THE NE 36TH STREET RECONSTRUCTION PROJECT: INTERSTATE 35 TO NE FOUR MILE DRIVE IN ANKENY, IOWA

WHEREAS, the City of Ankeny has requested that permanent easements and a temporary construction easement be granted by Threshold Otter Creek, LLC North of NE 36th Street to facilitate the construction of the NE 36th Street Reconstruction Project: Interstate 35 to NE Four Mile Drive in Ankeny, Iowa; and

WHEREAS, the City of Ankeny directed Public Works staff to acquire said permanent easements and a temporary construction easement necessary for the construction of the NE 36th Street Reconstruction Project: Interstate 35 to NE Four Mile Drive; and

WHEREAS, the City Council of the City of Ankeny, Iowa, deems it to be in the best interest of the City to acquire said permanent easements and a temporary construction easement from Threshold Otter Creek, LLC north of NE 36th Street.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ankeny, Iowa, that the attached Permanent Easement Agreements and Temporary Construction Easement Agreement for the completion of the NE 36th Street Reconstruction Project: Interstate 35 to Four Mile Drive is hereby approved, the Mayor is authorized to execute said document, and the staff is directed to do all things necessary to carry out the intent of this Resolution.

DATED this 7th day of March, 2022.

_____
Mark E. Holm, Mayor

ATTEST:

_____
Denise L. Hoy, City Clerk

WHEN RECORDED RETURN TO:
City of Ankeny
Attn: City Clerk
410 West First Street
Ankeny, IA 50023

Preparer Information: Amy S. Beattie, Brick Gentry P.C., 6701 Westown Parkway, Suite 100, West Des Moines, IA 50266 (515) 274-1450
Taxpayer Information: City of Ankeny, 410 West First Street, Ankeny, IA 50023

PERMANENT SANITARY SEWER EASEMENT

KNOW ALL BY THESE PRESENTS:

That this Permanent Sanitary Sewer Easement ("Easement") is entered into this 21st day of February, 20 22, by and between Threshold Otter Creek, LLC, an Iowa Limited Liability Company (hereinafter referred to as "Grantor"), and the City of Ankeny, Iowa, a municipal corporation, of the County of Polk, State of Iowa (hereinafter referred to as "Grantee" or "City"). In consideration of the sum of one dollar ($1.00), and other valuable consideration, in hand paid by Grantee to Grantor, receipt of which is hereby acknowledged, Grantor does hereby sell, grant, and convey unto the Grantee, a permanent sanitary sewer easement under, through, and across the following described real estate:

See Attached Permanent Easement Exhibit

That said easement is granted unto the City of Ankeny, Iowa, for the purpose of constructing, reconstructing, repairing, replacing, enlarging, inspecting, and maintaining the following public improvements:

PUBLIC SANITARY SEWER AND APPURTENANCES

1. Right of Access. The City shall have the right of access to the Easement area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized structures placed or erected under, over, on, through, across, or within the Easement area.

2. Erection and Placement of Structures, Obstructions, Plantings, or Materials Prohibited. Grantor and its grantees, assigns, and transferees shall not erect any fence or other structure under, over, on, through, across, or within the Easement area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting, or material to be placed under, over, on, through, across, or within the Easement area without obtaining the prior written consent of the City.

3. Change of Grade Prohibited. Grantor and its grantees, assigns, and transferees shall not change the grade, elevation, or contour of any part of the Easement area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation, or contour without prior written consent of the Grantor, its grantees, assigns, or transferees.

4. Property to be Restored. The City shall restore the Easement area after exercising its rights hereunder, including, but not limited to, grading and replacing grass or sod, and any sidewalks and/or paving disturbed by the City. The City shall not be responsible for any construction, reconstruction, replacement, repair, or maintenance of any improvements located within the Easement area, unless the same have been disturbed by the City pursuant to the rights granted to the City herein.

5. Liability. Except as may be caused by defects in the initial construction of the improvements, or any other negligent acts or omissions of the City, its employees, agents, or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement area, the property abutting said Easement area, nor for property damage or any improvements or obstructions thereon resulting from the City's exercise of this Easement.

6. Easement Benefit. This Easement shall be for the benefit of the City, its successors and assigns, and the general public.

7. Easement Runs with Land. This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors, and assigns.

That the Grantor does hereby covenant with the said Grantee, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to grant this Easement, subject to restrictive covenants, easements, encumbrances, and liens of record.

[SIGNATURES ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, we have hereunto affixed our hands this 21st day of February, 20 22

THRESHOLD OTTER CREEK, LLC

Signed

Brian Martin / President
Print Name and Title

Signed

Print Name and Title

SELLER'S ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa }
COUNTY OF Dallas } ss:

On this 21 day of February, A.D. 20 22, before me, the undersigned, a Notary Public in and for said State, personally appeared Brian Martin,

X to me personally known
or ___ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

(NOTARY SEAL) Pamela Osborn (Sign in Ink)
Pamela Osborn (Print Name)

Notary Public in and for the State of Iowa

PAMELA OSBORN
Commission Number 729370
My Commission Expires
October 8, 2022

CAPACITY CLAIMED BY SIGNER:

___ INDIVIDUAL
X CORPORATE
Title(s) of Corporate Officer(s)
___
___
___ Corporate Seal is affixed
___ No Corporate Seal procured
___ PARTNER(s):
___ Limited Partnership
___ General Partnership
___ ATTORNEY-IN-FACT
___ EXECUTOR(s) or TRUSTEE(s)
___ GUARDIAN(s) or CONSERVATOR(s)
___ OTHER: ___

SIGNER IS REPRESENTING:
List name(s) of entity(ies) or person(s)
Threshold Otter Creek, LLC
___
___

ACCEPTANCE BY CITY

STATE OF IOWA, COUNTY OF POLK, ss:

I, _____, City Clerk of the City of Ankeny, Iowa, do hereby certify that the within and foregoing instrument was duly approved and accepted by the City Council of said City by Resolution No. _____, passed on the _____ day of _____, 20_____, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 20_____.

City Clerk of the City of Ankeny, Iowa

PERMANENT EASEMENT EXHIBIT

PREPARED FOR

CITY OF ANKENY
PUBLIC WORKS DEPARTMENT
1210 NW PRAIRIE RIDGE DRIVE
ANKENY, IOWA 50023

PROPRIETOR

THRESHOLD OTTER CREEK LLC
7049 VISTA DR
WEST DES MOINES, IA 50266

LEGEND

SUBJECT EASEMENT AREA
EXISTING BOUNDARY LINE
EXISTING SECTION LINE
EXISTING EASEMENT LINE

NORTH

100 0 50

SCALE

SUBJECT PROPERTY LEGAL DESCRIPTION

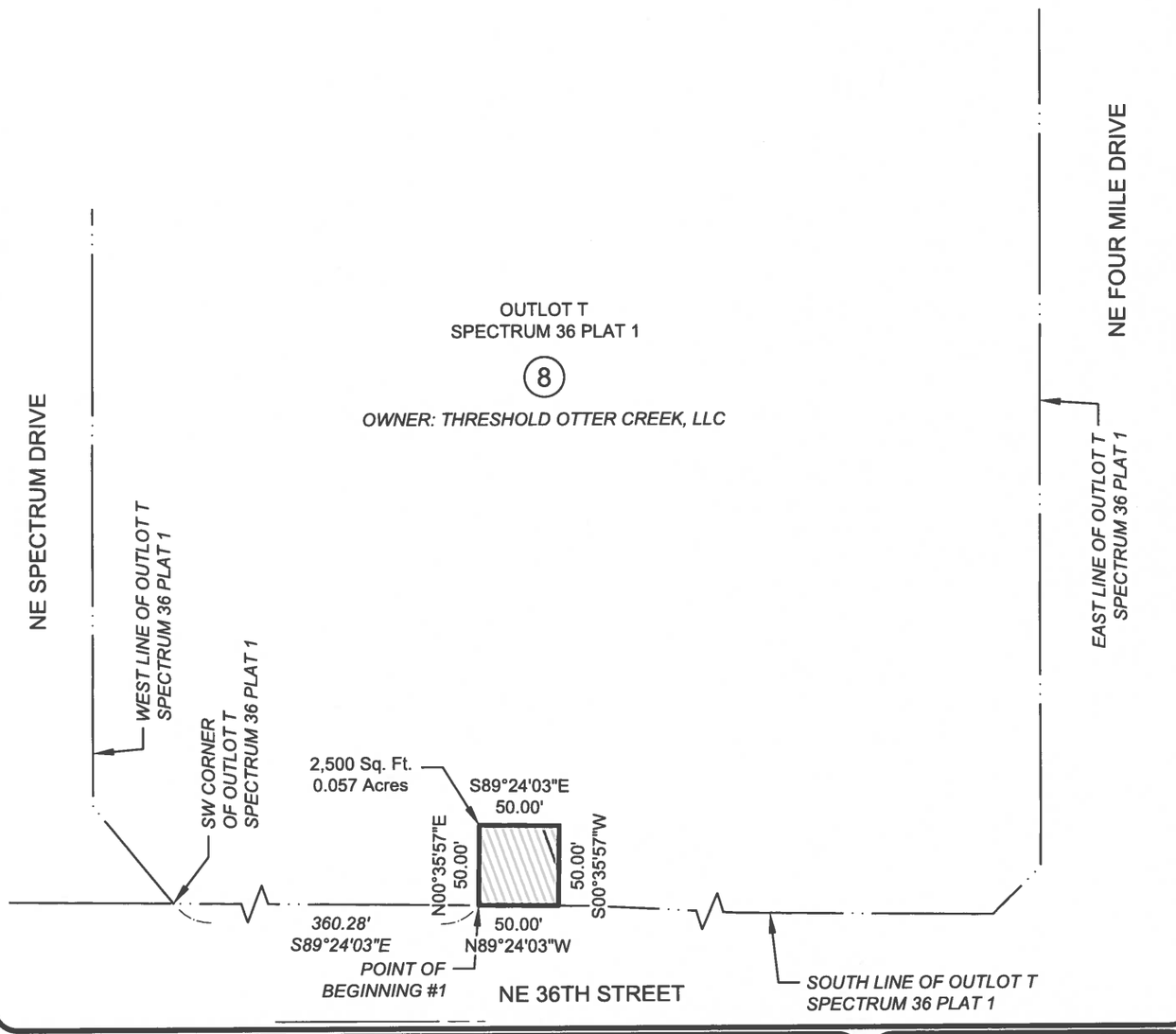
OUTLOT T, SPECTRUM 36 PLAT 1, AN OFFICIAL PLAT, LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA.

DESCRIPTION OF PERMANENT EASEMENT AREA

THAT PART OF OUTLOT T, SPECTRUM 36 PLAT 1, AN OFFICIAL PLAT, LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID OUTLOT T; THENCE SOUTH 89 DEGREES 24 MINUTES 03 SECONDS EAST, A DISTANCE OF 360.28 FEET, TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 35 MINUTES 57 SECONDS EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 89 DEGREES 24 MINUTES 03 SECONDS EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 00 DEGREES 35 MINUTES 57 SECONDS WEST, A DISTANCE OF 50.00 FEET ; THENCE NORTH 89 DEGREES 24 MINUTES 03 SECONDS WEST, A DISTANCE OF 50.00 FEET, TO THE POINT OF BEGINNING.

CONTAINING 0.057 ACRES (2,500 SQ. FT.) MORE OR LESS.



NILES ASSOCIATES
1250 SW STATE STREET
SUITE A
ANKENY, IOWA
50023-2555
(515) 965-0123 phone
(515) 965-3322 fax
www.nilesinc.com

PROJECT: NE 36TH STREET RECONSTRUCTION	NAI No.: 21236	DRAWN BY: TJH	DWG No.: 1/1
LOCATION: I-35 TO NE FOUR MILE DRIVE ANKENY, IOWA	DATE: 01/21/22	CHECKED BY: JHP	SHEET TITLE: PE-08

V:\NAI 2017\Projects 2017\21236\dwg\21236-EX.dwg

WHEN RECORDED RETURN TO:
City of Ankeny
Attn: City Clerk
410 West First Street
Ankeny, IA 50023

Preparer Information: Amy S. Beattie, Brick Gentry P.C., 6701 Westown Parkway, Suite 100, West Des Moines, IA 50266 (515) 274-1450
Taxpayer Information: City of Ankeny, 410 West First Street, Ankeny, IA 50023

PERMANENT STORM SEWER AND DRAINAGE EASEMENT

KNOW ALL BY THESE PRESENTS:

That this Permanent Storm Sewer and Drainage Easement ("Easement") is entered into this 21st day of February, 2022, by and between Threshold Otter Creek, LLC, an Iowa Limited Liability Company (hereinafter referred to as "Grantor"), and the City of Ankeny, Iowa, a municipal corporation, of the County of Polk, State of Iowa (hereinafter referred to as "Grantee" or "City"). In consideration of the sum of one dollar ($1.00), and other valuable consideration, in hand paid by Grantee to Grantor, receipt of which is hereby acknowledged, Grantor does hereby sell, grant, and convey unto the Grantee, a permanent storm sewer and drainage easement under, through, and across the following described real estate:

See Attached Permanent Easement Exhibit

That said easement is granted unto the City of Ankeny, Iowa, for the purpose of constructing, reconstructing, repairing, replacing, enlarging, inspecting, and maintaining the following public improvements:

PUBLIC STORM SEWER AND APPURTENANCES
PUBLIC DRAINAGE CHANNEL

1. Right of Access. The City shall have the right of access to the Easement area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized structures placed or erected under, over, on, through, across, or within the Easement area.

2. Erection and Placement of Structures, Obstructions, Plantings, or Materials Prohibited. Grantor and its grantees, assigns, and transferees shall not erect any fence or other structure under, over, on, through, across, or within the Easement area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting, or material to be placed under, over, on, through, across, or within the Easement area without obtaining the prior written consent of the City.

3. Change of Grade Prohibited. Grantor and its grantees, assigns, and transferees shall not change the grade, elevation, or contour of any part of the Easement area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation, or contour without prior written consent of the Grantor, its grantees, assigns, or transferees.

4. Property to be Restored. The City shall restore the Easement area after exercising its rights hereunder, including, but not limited to, grading and replacing grass or sod, and any sidewalks and/or paving disturbed by the City. The City shall not be responsible for any construction, reconstruction, replacement, repair, or maintenance of any improvements located within the Easement area, unless the same have been disturbed by the City pursuant to the rights granted to the City herein.

5. Liability. Except as may be caused by defects in the initial construction of the improvements, or any other negligent acts or omissions of the City, its employees, agents, or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement area, the property abutting said Easement area, nor for property damage or any improvements or obstructions thereon resulting from the City's exercise of this Easement.

6. Easement Benefit. This Easement shall be for the benefit of the City, its successors and assigns, and the general public.

7. Easement Runs with Land. This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors, and assigns.

That the Grantor does hereby covenant with the said Grantee, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to grant this Easement, subject to restrictive covenants, easements, encumbrances, and liens of record.

[SIGNATURES ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, we have hereunto affixed our hands this 21st day of February, 20 22.

THRESHOLD OTTER CREEK, LLC

Signed

BRIAN MARTIN / President
Print Name and Title

Signed

Print Name and Title

SELLER'S ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa }
COUNTY OF Dallas } ss:

On this 21 day of February, A.D. 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared Brian Martin,

X to me personally known
or ___ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

(NOTARY SEAL) Pamela Osborn (Sign in Ink)

Pamela Osborn (Print Name)

Notary Public in and for the State of Iowa

PAMELA OSBORN
Commission Number 729370
My Commission Expires
October 8, 2022

CAPACITY CLAIMED BY SIGNER:

___ INDIVIDUAL
X CORPORATE
Title(s) of Corporate Officer(s)
___
___
___ Corporate Seal is affixed
___ No Corporate Seal procured
___ PARTNER(s):
___ Limited Partnership
___ General Partnership
___ ATTORNEY-IN-FACT
___ EXECUTOR(s) or TRUSTEE(s)
___ GUARDIAN(s) or CONSERVATOR(s)
___ OTHER: ___

SIGNER IS REPRESENTING:
List name(s) of entity(ies) or person(s)
THRESHOLD OTTER CREEK, LLC
___
___

ACCEPTANCE BY CITY

STATE OF IOWA, COUNTY OF POLK, ss:

I, _____, City Clerk of the City of Ankeny, Iowa, do hereby certify that the within and foregoing instrument was duly approved and accepted by the City Council of said City by Resolution No. _, passed on the _____ day of _____, 20_____, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 20_____.

_____
City Clerk of the City of Ankeny, Iowa

PERMANENT EASEMENT EXHIBIT

PREPARED FOR

CITY OF ANKENY
PUBLIC WORKS DEPARTMENT
1210 NW PRAIRIE RIDGE DRIVE
ANKENY, IOWA 50023

PROPRIETOR

THRESHOLD OTTER CREEK LLC
7049 VISTA DR
WEST DES MOINES, IA 50266

LEGEND

SUBJECT EASEMENT AREA
EXISTING BOUNDARY LINE
EXISTING SECTION LINE
EXISTING EASEMENT LINE

NORTH

100 0 50

SCALE

SUBJECT PROPERTY LEGAL DESCRIPTION

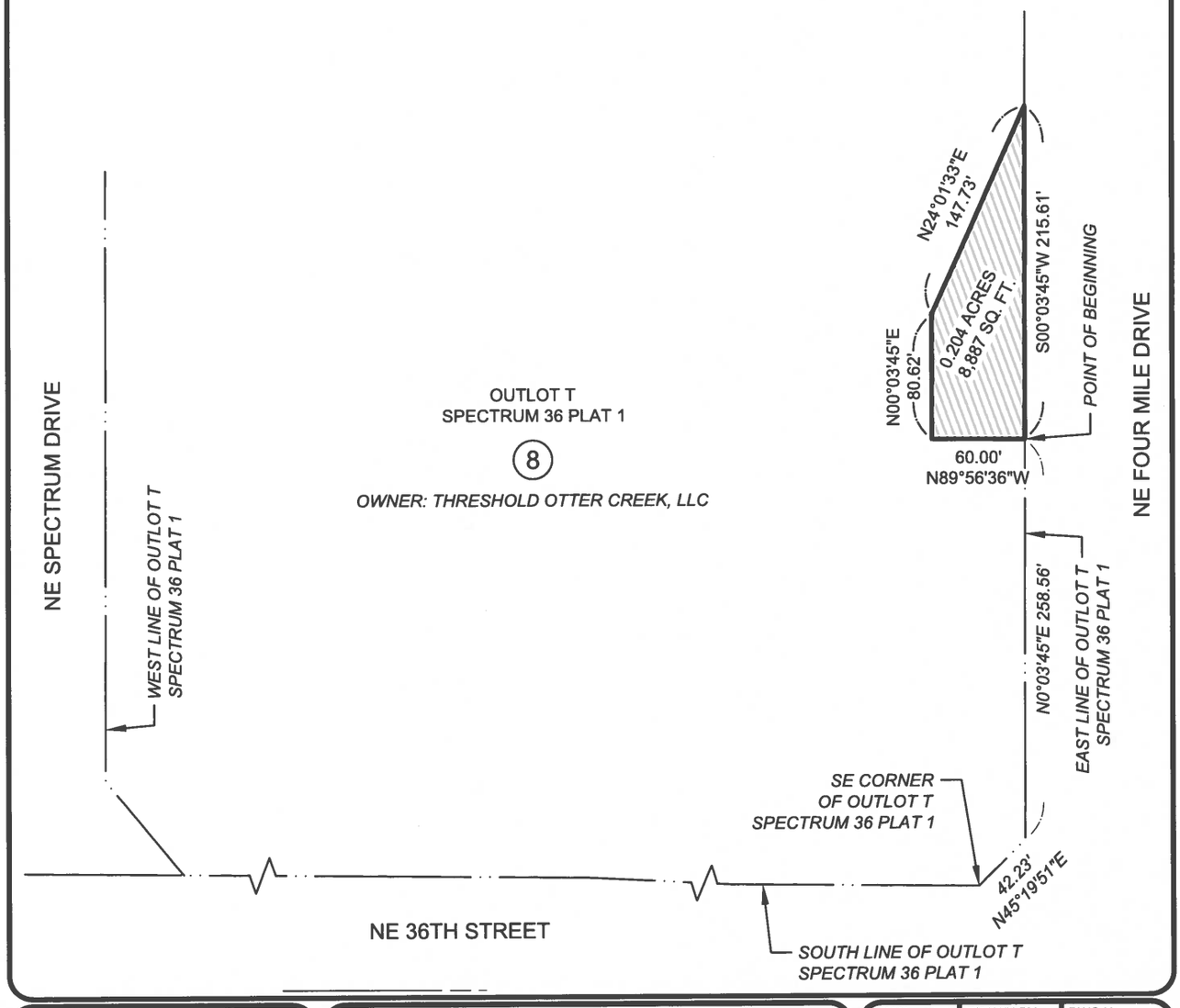
OUTLOT T, SPECTRUM 36 PLAT 1, AN OFFICIAL PLAT, LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA.

DESCRIPTION OF PERMANENT EASEMENT AREA

THAT PART OF OUTLOT T, SPECTRUM 36 PLAT 1, AN OFFICIAL PLAT, LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID OUTLOT T; THENCE NORTH 45 DEGREES 19 MINUTES 51 SECONDS EAST, A DISTANCE OF 42.23 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 45 SECONDS EAST, A DISTANCE OF 258.56 FEET, TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 56 MINUTES 36 SECONDS WEST, A DISTANCE OF 60.00 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 45 SECONDS EAST, A DISTANCE OF 80.62 FEET; THENCE NORTH 24 DEGREES 01 MINUTES 33 SECONDS EAST, A DISTANCE OF 147.73 FEET; THENCE SOUTH 00 DEGREES 03 MINUTES 45 SECONDS WEST, A DISTANCE OF 215.61 FEET, TO THE POINT OF BEGINNING.

CONTAINING 0.204 ACRES (8,887 SQ. FT.) MORE OR LESS.



NILLES ASSOCIATES
www.nillesinc.com
1250 SW STATE STREET
SUITE A
ANKENY, IOWA
50023-2555
(515) 965-0123 phone
(515) 965-3322 fax

PROJECT:			
NE 36TH STREET RECONSTRUCTION			
LOCATION: I-35 TO NE FOUR MILE DRIVE ANKENY, IOWA			
NAI No.: 21236	DRAWN BY: TJH	DWG No.: 1/1	
DATE: 01/21/22	CHECKED BY: JHP	SHEET TITLE: PE-08	

V:\NAI 2017\Projects 2017\21236\dwg\21236-EX.dwg

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL BY THESE PRESENTS:

That Threshold Otter Creek, LLC, an Iowa Limited Liability Company (hereinafter referred to as "Grantor"), in consideration of mutual benefit and other valuable consideration in hand paid by the City of Ankeny, Iowa upon final approval and acceptance of this easement do hereby convey unto the City of Ankeny, Iowa, a municipal corporation, in the County of Polk, State of Iowa (hereinafter referred to as "Grantee"), a temporary construction easement over, under, across, and through the following described real estate:

See Attached Temporary Easement Exhibit

That said easement is granted unto the City of Ankeny, Iowa, for the purpose of the access, construction, and installation of the following described public improvement:

NE 36th Street Reconstruction I-35 to NE Four Mile Drive

In connection herewith it is specifically agreed that by this easement, the Grantee shall have the right to enter upon said premises as shall be necessary to construct, inspect, and repair, any and all of said improvements and all appurtenances thereto, together with the right to use said improvements as it deems necessary.

The Grantee shall restore said described land to a satisfactory condition after construction and/or repair in satisfactory condition pursuant to the plan for the public improvement.

This easement shall be for the period of time necessary to construct this improvement and will expire upon the date of final acceptance of the project by the City Council of the Grantee; provided, however, the Grantee shall have the right to access the real estate after said date for the sole purpose of seeding and surface restoration. Such access shall not interfere with the rights of the Grantor to the use and enjoyment of said real estate.

That the Grantor does hereby covenant with the said Grantee, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to grant this Easement, subject to restrictive covenants, easements, encumbrances, and liens of record.

IN WITNESS WHEREOF, we have hereunto affixed our hands this 21st day of February, 20 22.

THRESHOLD OTTER CREEK, LLC

Signed

Brian Martin / President
Print Name and Title

Signed

Print Name and Title

SELLER'S ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa }
COUNTY OF Dallas } ss:

On this 21 day of February, A.D. 20 22, before me, the undersigned, a Notary Public in and for said State, personally appeared Brian Martin,

X to me personally known
or ___ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

(NOTARY SEAL) Pamela Osborn (Sign in Ink)

Pamela Osborn (Print Name)

Notary Public in and for the State of Iowa

CAPACITY CLAIMED BY SIGNER:

___ INDIVIDUAL
X CORPORATE
Title(s) of Corporate Officer(s)
___
___
___ Corporate Seal is affixed
___ No Corporate Seal procured
___ PARTNER(s):
___ Limited Partnership
___ General Partnership
___ ATTORNEY-IN-FACT
___ EXECUTOR(s) or TRUSTEE(s)
___ GUARDIAN(s) or CONSERVATOR(s)
___ OTHER: ___

SIGNER IS REPRESENTING:
List name(s) of entity(ies) or person(s)
THRESHOLD OTTER CREEK, LLC
___
___

NOTARIAL SEAL IOWA
PAMELA OSBORN
Commission Number 729370
My Commission Expires
October 8, 2022

ACCEPTANCE BY CITY

STATE OF IOWA, COUNTY OF POLK, ss:

I, _____, City Clerk of the City of Ankeny, Iowa, do hereby certify that the within and foregoing instrument was duly approved and accepted by the City Council of said City by Resolution No. _____, passed on the _____ day of _____, 20_____, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 20_____.

City Clerk of the City of Ankeny, Iowa

TEMPORARY EASEMENT EXHIBIT

PREPARED FOR

CITY OF ANKENY
PUBLIC WORKS DEPARTMENT
1210 NW PRAIRIE RIDGE DRIVE
ANKENY, IOWA 50023

PROPRIETOR

THRESHOLD OTTER CREEK LLC
7049 VISTA DR
WEST DES MOINES, IA 50266

LEGEND

SUBJECT EASEMENT AREA
EXISTING BOUNDARY LINE
EXISTING SECTION LINE
EXISTING EASEMENT LINE

NORTH

60 0 30

SCALE

SUBJECT PROPERTY LEGAL DESCRIPTION

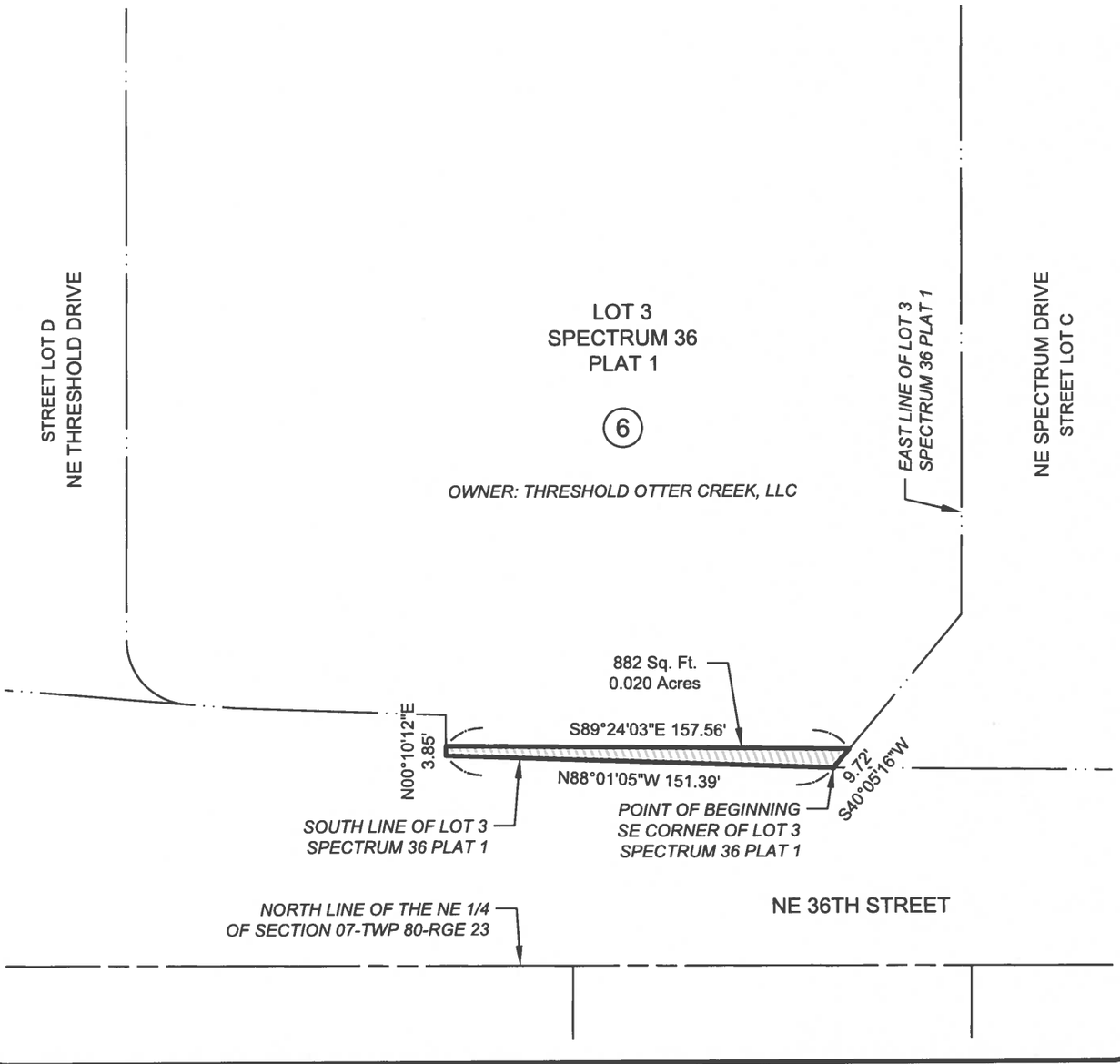
LOT 3, SPECTRUM 36 PLAT 1, AN OFFICIAL PLAT, LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA.

DESCRIPTION OF TEMPORARY EASEMENT AREA

THAT PART OF LOT 3, SPECTRUM 36 PLAT 1, AN OFFICIAL PLAT, LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 3; THENCE NORTH 88 DEGREES 01 MINUTE 05 SECONDS WEST, A DISTANCE OF 151.39 FEET; THENCE NORTH 00 DEGREES 10 MINUTES 12 SECONDS EAST, A DISTANCE OF 3.85 FEET; THENCE SOUTH 89 DEGREES 24 MINUTES 03 SECONDS EAST, A DISTANCE OF 157.56 FEET; THENCE SOUTH 40 DEGREES 05 MINUTES 16 SECONDS WEST, A DISTANCE OF 9.72 FEET, TO THE POINT OF BEGINNING.

CONTAINING 0.020 ACRES (882 SQ. FT.) MORE OR LESS.



NILES ASSOCIATES
1250 SW STATE STREET
SUITE A
ANKENY, IOWA
50023-2555
(515) 965-0123 phone
(515) 965-3322 fax
www.nilesinc.com

PROJECT:			
NE 36TH STREET RECONSTRUCTION			
LOCATION: I-35 TO NE FOUR MILE DRIVE ANKENY, IOWA			
NAI No.: 21236	DRAWN BY: TJH	DWG No.: 1/1	
DATE: 01/21/22	CHECKED BY: JHP	SHEET TITLE: TE-06	

V:\NAI 2017\Projects 2017\21236\dwg\21236-EX.dwg

TEMPORARY EASEMENT EXHIBIT

PREPARED FOR

CITY OF ANKENY
PUBLIC WORKS DEPARTMENT
1210 NW PRAIRIE RIDGE DRIVE
ANKENY, IOWA 50023

PROPRIETOR

THRESHOLD OTTER CREEK LLC
7049 VISTA DR
WEST DES MOINES, IA 50266

LEGEND

SUBJECT EASEMENT AREA
EXISTING BOUNDARY LINE
EXISTING SECTION LINE
EXISTING EASEMENT LINE

NORTH

100 0 50

SCALE

SUBJECT PROPERTY LEGAL DESCRIPTION

OUTLOT T, SPECTRUM 36 PLAT 1, AN OFFICIAL PLAT, LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA.

DESCRIPTION OF TEMPORARY EASEMENT AREA

THAT PART OF OUTLOT T, SPECTRUM 36 PLAT 1, AN OFFICIAL PLAT, LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID OUTLOT T, POINT OF BEGINNING #1; THENCE NORTH 39 DEGREES 31 MINUTES 22 SECONDS WEST, A DISTANCE OF 6.54 FEET; THENCE SOUTH 89 DEGREES 24 MINUTES 03 SECONDS EAST, A DISTANCE OF 364.49 FEET; THENCE SOUTH 00 DEGREES 35 MINUTES 57 SECONDS WEST, A DISTANCE OF 5.00 FEET; THENCE NORTH 89 DEGREES 24 MINUTES 03 SECONDS WEST, A DISTANCE OF 360.28 FEET, TO SAID POINT OF BEGINNING #1.

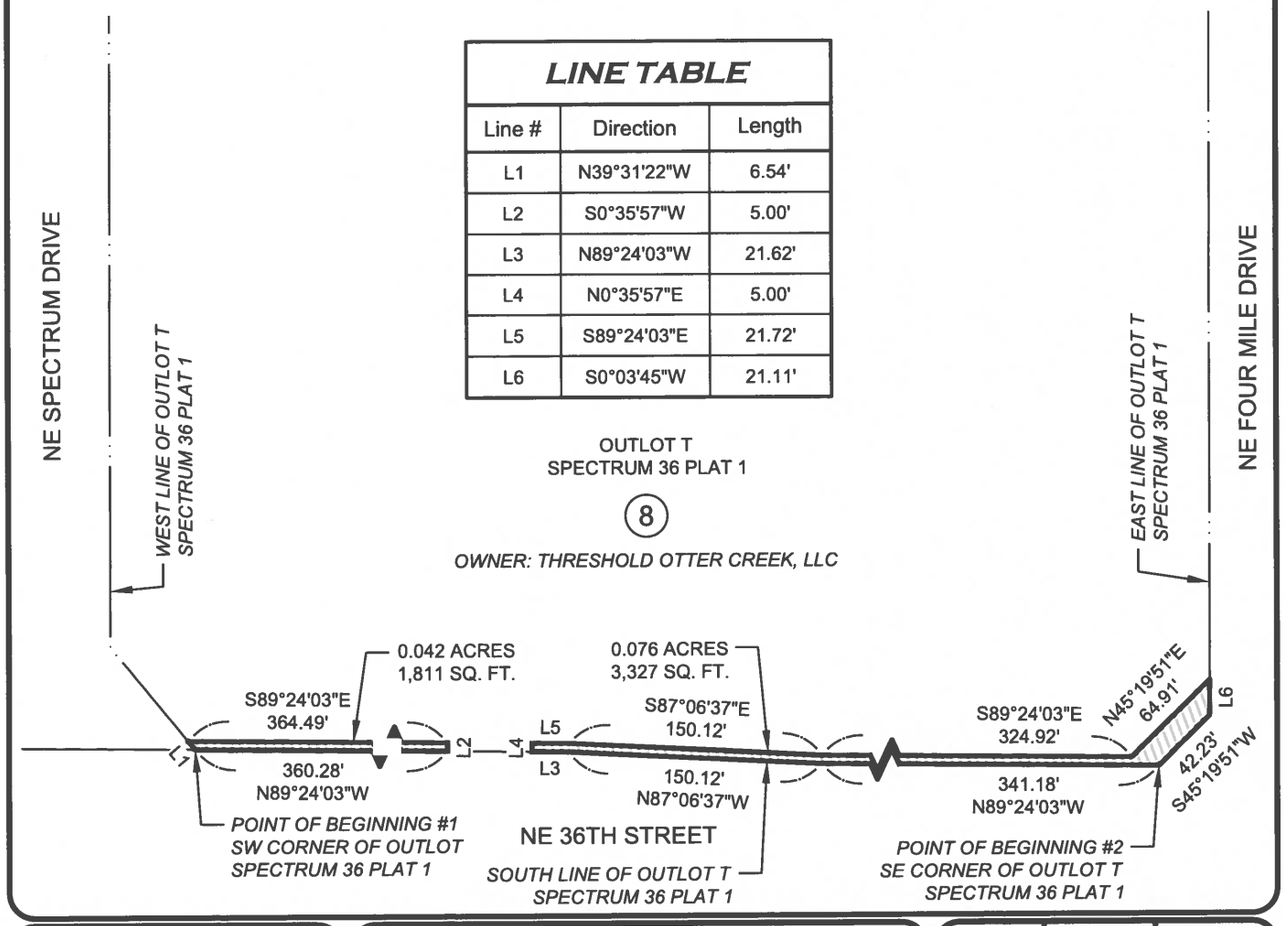
AND

BEGINNING AT THE SOUTHEAST CORNER OF SAID OUTLOT T, POINT OF BEGINNING #2; THENCE NORTH 89 DEGREES 24 MINUTES 03 SECONDS WEST, A DISTANCE OF 341.18 FEET; THENCE NORTH 87 DEGREES 06 MINUTES 37 SECONDS WEST, A DISTANCE OF 150.12 FEET; THENCE NORTH 89 DEGREES 24 MINUTES 03 SECONDS WEST, A DISTANCE OF 21.62 FEET; THENCE NORTH 00 DEGREES 35 MINUTES 57 SECONDS EAST, A DISTANCE OF 5.00 FEET; THENCE SOUTH 89 DEGREES 24 MINUTES 03 SECONDS EAST, A DISTANCE OF 21.72 FEET; THENCE SOUTH 87 DEGREES 06 MINUTES 37 SECONDS EAST, A DISTANCE OF 150.12 FEET; THENCE SOUTH 89 DEGREES 24 MINUTES 03 SECONDS EAST, A DISTANCE OF 324.92 FEET; THENCE NORTH 45 DEGREES 19 MINUTES 51 SECONDS EAST, A DISTANCE OF 64.91 FEET; THENCE SOUTH 00 DEGREES 03 MINUTES 45 SECONDS WEST, A DISTANCE OF 21.11 FEET; THENCE SOUTH 45 DEGREES 19 MINUTES 51 SECONDS WEST, A DISTANCE OF 42.23 FEET, TO SAID POINT OF BEGINNING #2.

CONTAINING 0.118 ACRES (5,138 SQ. FT.) MORE OR LESS.

LINE TABLE

Line #	Direction	Length
L1	N39°31'22"W	6.54'
L2	S0°35'57"W	5.00'
L3	N89°24'03"W	21.62'
L4	N0°35'57"E	5.00'
L5	S89°24'03"E	21.72'
L6	S0°03'45"W	21.11'



NILES ASSOCIATES
1250 SW STATE STREET
SUITE A
ANKENY, IOWA
50023-2555
(515) 965-0123 phone
(515) 965-3322 fax
www.nilesinc.com

PROJECT: NE 36TH STREET RECONSTRUCTION	NAI No.: 21236	DRAWN BY: TJH	DWG No.: 1/1
LOCATION: I-35 TO NE FOUR MILE DRIVE ANKENY, IOWA	DATE: 01/21/22	CHECKED BY: JHP	SHEET TITLE: TE-08

V:\NAI 2017\Projects 2017\21236\dwg\21236-EX.dwg

??

city of Ankeny

bringing it all together®

ANKENY CITY COUNCIL

City Council Agenda

March 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: COUNCIL GOAL: ??

Municipal Utilities

ACTION REQUESTED:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Consider motion to adopt **RESOLUTION** approving construction contract and bond with WRH, Inc. of Amana, Iowa, in the amount of $2,989,800.00 for the Well #7 - ASR #3 - Bid Package 2 - Well Pump and Control Building project.

EXECUTIVE SUMMARY:

This action is to complete the process of accepting the contract and bond from WRH, Inc. for the construction for ASR #3 - Bid Package #2 - Well Pump and Control Building in the amount of $2,989,800.00. The public hearing for this project was February 21, 2022 and at that time we did not have the signed contracts and bonds to have them approved by City Council and ultimately signed by the Mayor.

FISCAL IMPACT: **??No**

This project is included in the City's current Capital Improvements Program with construction scheduled in 2022 and 2023.

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that Council take the following action:

Approve Resolution, approving contract and bonds with WRH, Inc. in the amount of $2,989,800.00.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

January 10, 2022 - The City Council approved a Resolution ordering construction and setting the bid opening date as February 15, 2022 and setting the public hearing date as February 21, 2022. The City Council approved Resolution making award of construction contract at the February 21, 2022 meeting.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Resolution
Contract

Council Member _____ introduced the following Resolution entitled "RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND FOR THE WELL NO. 7 / ASR NO. 3 - BID PACKAGE 2 - WELL PUMP AND CONTROL BUILDING", and moved its adoption. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND FOR THE WELL NO. 7 / ASR NO. 3 - BID PACKAGE 2 - WELL PUMP AND CONTROL BUILDING

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ANKENY, STATE OF IOWA:

That the construction contract and bond executed and insurance coverage for the construction of certain public improvements described in general as the Well No. 7 / ASR No. 3 - Bid Package 2 - Well Pump and Control Building, and as described in detail in the plans and specifications heretofore approved, and which have been signed by the Mayor and Clerk on behalf of the City be and the same are hereby approved as follows:

Contractor: **WRH, Inc.** of **Amana, Iowa**

Amount of bid: **$2,989,800.00**

Bond surety: _____

Date of bond: _____

Portion of project: All construction work

PASSED AND APPROVED this **7th** day of **March**, 2022.

_____
Mayor

ATTEST:

_____
City Clerk

Contract Documents

for

Well No. 7 / ASR No. 3
Bid Package 2
Well Pump and Control Building

Prepared for:

City of Ankeny
Public Works Department
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

city of Ankeny
bringing it all together

Prepared by:

FOX Strand

STRAND ASSOCIATES®

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between **City of Ankeny** ("Owner") and **WRH, Inc.** ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

A. Construction of one aquifer storage and recovery system, including well pump, control building, interior process piping, chemical feed systems, electrical and control systems, buried water sanitary sewer piping, grading, paving, and other items as detailed in the Contract Documents.

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Well No. 7 / ASR No. 3 – Bid Package 2 – Well Pump and Control Building, City of Ankeny, Ankeny, Iowa, 2021.**

ARTICLE 3—ENGINEER

3.01 The Owner has retained FOX Strand, 414 South 17th Street, Suite 107, Ames, Iowa 50010 ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by FOX Strand.

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

A. The Work will be substantially complete on or before **June 30, 2023** and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **September 30, 2023**.

B. The following portions of the Work shall be substantially completed on or before the following Milestone(s):

EJCDC® C-520, Agreement between Owner and Contractor for Construction Contract (Stipulated Price).
Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

1. *Milestone A:* April 15, 2023
   All work required for the injection of water into the ASR No. 3 Well and recovery of water from said well, including (but not limited to): installation and startup of the well pump and motor, downhole flow control valve, power distribution components, and medium voltage variable frequency controllers. All process piping and valves within the control building shall be installed. Magnetic flow meter shall be installed and capable of being read manually. Manual operation of the well pump via the user interface of the VFD is acceptable. Site piping shall be completed and fully operational to allow injection and recovery in the ASR well and sending flushing water to waste, including: the 12" water main between existing distribution system, control building, and ASR well; and the 15" well flush connection to the sanitary sewer. The chemical feed systems and chlorine analyzer are not required to be operational.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

   1. *Milestone A:* Contractor shall pay Owner **$1,500** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02 above until the Work subject to the Milestone is substantially complete.

   2. *Substantial Completion:* Contractor shall pay Owner **$1,500** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02 above for Substantial Completion, until the Work is substantially complete.

   3. *Completion of Remaining Work:* After Phase 1 Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **$500** for each day that expires after such time until the Work is completed and ready for final payment.

   4. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.

B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

ARTICLE 5—CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

A. For all Work, a lump sum of: **$2,989,800.00**.

EJCDC® C-520, Agreement between Owner and Contractor for Construction Contract (Stipulated Price).
Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **first council meeting** of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

a. Ninety-five percent (95%) of the value of the Work completed (with the balance being retainage); and,

b. Ninety-five percent (95%) of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to ninety-five percent (95%) of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less two-hundred percent (200%) of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

A. All amounts not paid when due will bear interest at the maximum rate allowed by law.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

A. The Contract Documents consist of all of the following:

1. This Agreement (pages 1 to 7, inclusive).
2. Performance, Payment, and Maintenance Bond (pages PPM-1 to PPM-4, inclusive).
3. General Conditions (pages 1 to 79, inclusive). Not attached but incorporated by reference.
4. Supplementary Conditions (pages 1 to 14, inclusive). Not attached but incorporated by reference.
5. Specifications as listed in the table of contents of the project manual – not attached but incorporated by reference.
6. Drawings (not attached but incorporated by reference) consisting of 42, sheets with each sheet bearing the following general title: **Well No. 7 / ASR No. 3 – Bid Package 2, Well Pump and Control Building, City of Ankeny, Ankeny, Iowa, 2021.**
7. Addenda (numbers 1 to 3, inclusive). Not attached but incorporated by reference.
8. Exhibits to this Agreement (enumerated as follows):
   a. Contractor's Bid (pages 1 to 7, inclusive).
   b. Documentation submitted by Contractor prior to Notice of Award (pages 1 to 3, inclusive).
9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
   a. Notice to Proceed.
   b. Work Change Directives.
   c. Change Orders.
   d. Field Orders.

B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 7.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:

1. Contractor has examined and carefully studied the Contract Documents, including Addenda.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on 3/7/22 (which is the Effective Date of the Contract).

Owner:	Contractor:
City of Ankeny	**WRH, Inc.**
(typed or printed name of organization)	*(typed or printed name of organization)*
By: _____	By: _____
(individual's signature)	*(individual's signature)*
Date: 3/7/22	Date: _____
(date signed)	*(date signed)*
Name: Mark E. Holm	Name: Bruce Marsh
(typed or printed)	*(typed or printed)*
Title: Mayor	Title: Vice President
(typed or printed)	*(typed or printed)*
	(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)
Attest: _____	Attest: _____
(individual's signature)	*(individual's signature)*
Title: Denise L. Hoy, City Clerk	Title: Estimator
(typed or printed)	*(typed or printed)*
Address for giving notices:	Address for giving notices:
	1648 T. Ave
	South Amana, IA 52334
Designated Representative:	Designated Representative:
Name: _____	Name: Bruce Marsh
(typed or printed)	*(typed or printed)*
Title: _____	Title: Vice President
(typed or printed)	*(typed or printed)*
Address:	Address:
1210 NW Prairie Ridge Drive	**PO Box 256**
Ankeny, IA 50023	**Amana, IA 52203**
Phone: _____	Phone: 319-329-2961
Email: _____	Email: bmarsh@wendlerinc.com
(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)	License No.: C099824 *(where applicable)*
	State: _____

CITY SEAL ANKENY IOWA

EJCDC® C-520, Agreement between Owner and Contractor for Construction Contract (Stipulated Price).
Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, WRH, Inc., as Principal (hereinafter the "Contractor" or "Principal") and _____ Merchants Bonding Company (Mutual), as Surety, are held and firmly bound unto the **City of Ankeny, Iowa**, as Obligee, (hereinafter referred to as the "Jurisdiction"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of Two Million Nine Hundred Eighty-Nine Thousand Eight Hundred Dollars and 00/100 ($2,989,800.00), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives, and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Jurisdiction, bearing date the 7th day of March, 2022, (hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

WELL NO. 7 / ASR NO. 3 – BID PACKAGE 2
WELL PUMP AND CONTROL BUILDING

Construction of one aquifer storage and recovery system, including well pump, control building, interior process piping, chemical feed systems, electrical and control systems, buried water sanitary sewer piping, grading, paving, and other items as detailed in the Contract Documents.

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 Contract Documents.

It is expressly understood and agreed by the Contractor and Surety in this Bond that the following provisions are a part of this Bond and are binding upon said 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 said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, 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 the Surety on this Bond are hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, 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 to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.

3. MAINTENANCE: The Contractor and the Surety on this Bond hereby agree, at their own expense:

   A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of **two (2)** years from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;

   B. To keep all work in continuous good repair; and

   C. To pay the Jurisdiction's reasonable costs of monitoring and inspecting to assure that any defects are remedied, and to repair 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 agreement herein made extends to defects in workmanship or materials not discovered or known to the Owner at the time such 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, which thereby 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 (20%) 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 the liquidated damage penalty is being charged against the Contractor.

   D. 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.

E. 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 where 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, attorney's 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.

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 incurring to the benefit of the Jurisdiction, the Contractor and the Surety agree, jointly and severally, to pay the Jurisdiction all outlay and expense incurred therefore 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 Surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said 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 phase 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 7th day of March, 2022.

Surety Countersigned By:

Not Required
Signature of Agent

Printed Name of Agent

Company Name

Company Address

City, State, Zip Code

Company Telephone Number

PRINCIPAL:

WRH, Inc.
Contractor

By: _____
Signature

VICE PRESIDENT
Title

SURETY:

Merchants Bonding Company (Mutual)
Surety Company

By: _____
Signature Attorney-in-Fact Officer/Iowa Resident Agent

Stacy Venn, Attorney-in-Fact
Printed Name of Attorney-in-Fact Officer/ Iowa Resident Agent

Holmes, Murphy and Associates, LLC
Company Name

2727 Grand Prairie Parkway
Company Address

Waukee, IA 50263
City, State, Zip Code

(515) 223-6800
Company Telephone Number

NOTE:

1. **All signatures on this Performance, Payment, and Maintenance Bond must be original signatures in ink; copies, facsimiles, or electronic signatures will not be accepted.**
2. **This Bond must be sealed with the Surety's raised, embossing 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 of Power or Attorney accompanying this Bond.**

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; Jay D Freiermuth; Jennifer Marino; Jessica Jean Rini; Joe Tiernan; John Cord; Mark R DeWitt; Mark Sweigart; Michelle R Gruis; Sarah C Brown; Seth D Rooker; Stacie Christensen; Stacy Venn; Tim McCulloh; Todd Bengford

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 14th day of February , 2022 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

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

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.
On this 14th day of February 2022 , 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.

NOTARIAL SEAL * IOWA *

POLLY MASON
Commission Number 750576
My Commission Expires
January 07, 2023

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 day of , **2022** .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0018 (1/20)

WRHINC0-01 LHOWARD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/25/2022

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	CONTACT NAME:	
Relion Insurance Solutions 24 Westside Iowa City, IA 52246	PHONE (A/C, No, Ext): (319) 887-3700	FAX (A/C, No): (319) 887-3701
	E-MAIL ADDRESS: info@relion-ins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : United Fire & Casualty Company	13021
INSURED	INSURER B : Lafayette Insurance Company	18295
WRH Inc. PO Box 256 Amana, IA 52203	INSURER C : Evanston Insurance Company	
	INSURER D : Travelers Excess and Surplus Lines Co. (TXS)	29696
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **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	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:			60505980	7/1/2021	7/1/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG EBLI	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			60505980	7/1/2021	7/1/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED X RETENTION $ 0			60505980	7/1/2021	7/1/2022	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		30304219	7/1/2021	7/1/2022	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Pollution			MKLV7ENV102797	7/1/2021	7/1/2022	occurrence	2,000,000
D	Excess over UFG UM			EX-2S480654-21-NF	7/1/2021	7/1/2022	Per Occurrence	7,000,000

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

Additional Named Insureds:
Double R Crane, Inc; aka Wendler Construction & Engineering Inc; dba Wendler Construction Inc

Travelers Excess Liability provides $7mil excess limits over United Fire $5mil Umbrella.

Inland Marine: Travelers Insurance Company eff 7/1/2021 - 7/1/2022 Policy #66J743405.

SEE ATTACHED ACORD 101

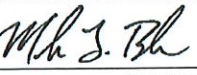
CERTIFICATE HOLDER

City of Ankeny
1210 NW Prairie Ridge Dr
Ankeny, IA 50023

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



© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID: WRHINC0-01 LHOWARD

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Relion Insurance Solutions		WRH Inc. PO Box 256 Amana, IA 52203 Iowa
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
Equipment Floater Max limit (total scheduled, unscheduled, leased/rented): $13,339,548
Unscheduled Equipment: Limit per item $500,000, Deductible: $2,500
Leased/Rented Equipment: Limit per item $750,000, Deductible: $2,500
Special Causes of Loss including Earth Movement & Flood

Builders Risk: (Reporting form)
New Frame or Joisted Masonry Limit $5,000,000
New Non-combustible, Masonry Non-combustible, Modified Fire Resistive/Fire Resistive Limit: $20,000,000
Earth Movement Sublimit: $5,000,000 / Earth Movement Deductible: $50,000
Flood Sublimit: $1,000,000 (Unshaded X: $5,000,000) / Flood Deductible: $500,000
Special Causes of Loss Deductible: $5,000

Rigger's Liability: $500,000, Deductible: $5,000

RE: Well No. 7 / ASR No. 3 Well Pump and Control Building, city of Ankeny, Ankeny, Iowa, 2021

If required by written contract, the City of Ankeny, FOX Strand, Rietz Consultants, Wertzberger Architects, Riesberg Engineering Company, KCL Engineering, and Allender Butzke Engineers are included as a primary/non-contributory Additional Insured (including products & completed operations)on the General Liability, Auto Liability, and Umbrella Liability. If required by written contract, a Waiver of Subrogation automatically applies on the General Liability, Auto Liability and Workers Compensation. A Third Party (30 Day) Notice of Cancellation has been endorsed in favor of the below listed certificate holder, subject to policy conditions. A Non-Waiver of Governmental Immunities has been added in favor of the City of Ankeny, Iowa.

© 2008 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

BID FORM – ADDENDUM 3

WELL NO. 7 / ASR NO. 3 – BID PACKAGE 2
WELL PUMP AND CONTROL BUILDING
CITY OF ANKENY
ANKENY, IOWA
2021

FOX Project Number 3379-20A

Table of Contents

Article 1 – Owner and Bidder

Article 2 – Attachments to this Bid

Article 3 – Basis of Bid – Lump Sum Bid

Article 4 – Time of Completion

Article 5 – Bidder's Acknowledgements: Acceptance Period, Instructions, and Receipts of Addenda

Article 6 – Bidder's Representations and Certifications

Copyright® 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to:
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, IA 50023

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security;

B. Contractor's Iowa Registration No. or a written covenant to obtain such registration within the time for acceptance of Bids;

C. Bidder Status Form;

ARTICLE 3—BASIS OF BID—LUMP SUM BID

3.01 *Lump Sum Bids*

A. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum (stipulated) price(s):

1. Lump Sum Price (Single Lump Sum)

Lump Sum Bid Price for Base Bid	$ 2,989,800

NOTE: THE LUMP SUM BASE BID PRICE INDICATED ABOVE SHALL INCLUDE THE AMOUNT OF $71,500 FOR SYSTEM INTEGRATOR AND INSTRUMENTATION PROVIDED UNDER SECTIONS 25 51 00, 25 91 00, 40 71 13, & 40 75 21.23 AND THE AMOUNT OF $61,875 FOR CHEMICAL FEED SYSTEMS UNDER SECTION 46 30 00.

Copyright® 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

3.02 Base Bid Equipment Schedule

A. The above base bid is based upon the following base bid equipment. The Contractor shall draw a circle around the one equipment brand for each equipment item upon which the above bid is based. Bids which are based on equipment manufacturers which have not been included in this schedule by the Engineer will be considered unresponsive and will not be considered for award. If no equipment brand or more than one brand is circled for any item, the brand of equipment for that item will be selected by the Owner.

EQUIPMENT ITEM	SPEC. REF.	APPROVED MANUFACTURER
Well Pumps	33 11 36	A. Mid America Pump and Supply
Pitless Units	33 11 36	A. Baker Manufacturing
Motors	33 11 36	A. Submersible Motor Engineering
Process Control Equipment	25 51 00	A. JetCo, Inc.
Pad Mounted Distribution Transformer	26 12 19	A. ABB B. Square D C. Siemens Energy & Automation D. Cooper Power Systems E. GE/Prolec
M.V. Variable Frequency Controllers	26 18 39.23	A. ABB B. Square D C. Siemens Energy & Automation D. Allen Bradley E. Toshiba
Electrical Sensing and Measurement Enclosed Motor Controllers Enclosed Contactors	26 09 13 & 26 29 13 & 26 29 14	A. ABB B. Square D C. Siemens Energy & Automation D. Allen Bradley
Dry Type Transformers Panelboards Enclosed Switches	26 22 00 & 26 24 26 & 26 28 16	A. ABB B. Square D C. Siemens Energy & Automation
Packaged Engine Generators	26 32 13	A. ~~Caterpillar~~ B. Cummins Power BDM C. Kohler
Enclosed Transfer Switches	26 36 13	A. ASCO
Downhole Flow Control Valves	40 05 73.33	A. Baski, Inc.

Copyright® 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Magnetic Flow Meters	40 71 13	A.	ABB
		B.	Endress + Hauser
		C.	Rosemount
		D.	Siemens
		E.	Badger
Chlorine Analyzers	40 75 21.23	A.	Hach
Chemical Feed Pumps	46 30 00	A.	Jesco

ARTICLE 4—TIME OF COMPLETION

4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

A. This Bid will remain subject to acceptance for 30 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
1	01/28/2022
2	02/11/2022
3	02/11/2022

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder's Representations*

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

Copyright® 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.

2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.

3. Bidder has not solicited or induced any individual or entity to refrain from bidding.

Copyright® 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:

   a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.

   b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.

   c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.

   d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

Copyright® 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

BIDDER hereby submits this Bid as set forth above:

Bidder: WRH, Inc
(typed or printed name of organization)

By: _____
(individual's signature)

Name: Bruce Marsh
(typed or printed)

Title: Vice President
(typed or printed)

Date: 2/15/2022
(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: _____
(individual's signature)

Name: Jordan Richey
(typed or printed)

Title: Notary Public
(typed or printed)

Date: 2/15/2022
(typed or printed)

Address for giving notices: PO Box 256, Amana, IA 52203

Bidder's Contact:

Name: Bruce Marsh
(typed or printed)

Title: Vice President
(typed or printed)

Phone: 319-622-3816

Email: bmarsh@wendlerinc.com

Address: PO Box 256, Amana, IA 52203

Bidder's Contractor License No.: (if applicable) C099824

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Bidder Status Form

To be completed by all bidders — Part A

Please answer "Yes" or "No" for each of the following:

- [X] Yes [ ] No — My company is authorized to transact business in Iowa. *(To help you determine if your company is authorized, please review the worksheet on the next page).*
- [X] Yes [ ] No — My company has an office to transact business in Iowa.
- [X] Yes [ ] No — My company's office in Iowa is suitable for more than receiving mail, telephone calls, and e-mail.
- [X] Yes [ ] No — My company has been conducting business in Iowa for at least 3 years prior to the first request for bids on this project.
- [X] Yes [ ] No — My company is not a subsidiary of another business entity or my company is a subsidiary of another business entity that would qualify as a resident bidder in Iowa.

If you answered "Yes" for each question above, your company qualifies as a resident bidder. Please complete Parts B and D of this form.

If you answered "No" to one or more questions above, your company is a nonresident bidder. Please complete Parts C and D of this form.

To be completed by resident bidders — Part B

My company has maintained offices in Iowa during the past 3 years at the following addresses:

Dates: 6 / 11 / 1995 to Present / / Address: 1648 T Avenue
City, State, Zip: South Amana, IA 52334

Dates: / / to / / Address:
City, State, Zip:

Dates: / / to / / Address:
City, State, Zip:

You may attach additional sheet(s) if needed.

To be completed by non-resident bidders — Part C

1. Name of home state or foreign country reported to the Iowa Secretary of State:

2. Does your company's home state or foreign country offer preferences to bidders who are residents? [ ] Yes [ ] No

3. If you answered "Yes" to question 2, identify each preference offered by your company's home state or foreign country and the appropriate legal citation.

You may attach additional sheet(s) if needed.

To be completed by all bidders — Part D

I certify that the statements made on this document are true and complete to the best of my knowledge and I know that my failure to provide accurate and truthful information may be a reason to reject my bid.

Firm Name: WRH, Inc

Signature: Bruce Marsh, Vice President Date: 2/15/2022

You must submit the completed form to the governmental body requesting bids per 875 Iowa Administrative Code Chapter 156.
This form has been approved by the Iowa Labor Commissioner.

309-6001 02-14

Worksheet: Authorization to Transact Business

This worksheet may be used to help complete Part A of the Resident Bidder Status form. If at least one of the following describes your business, you are authorized to transact business in Iowa.

[X] Yes [ ] No	My business is currently registered as a contractor with the Iowa Division of Labor.
[ ] Yes [X] No	My business is a sole proprietorship and I am an Iowa resident for Iowa income tax purposes.
[ ] Yes [X] No	My business is a general partnership or joint venture. More than 50 percent of the general partners or joint venture parties are residents of Iowa for Iowa income tax purposes.
[X] Yes [ ] No	My business is an active corporation with the Iowa Secretary of State and has paid all fees required by the Secretary of State, has filed its most recent biennial report, and has not filed articles of dissolution.
[ ] Yes [X] No	My business is a corporation whose articles of incorporation are filed in a state other than Iowa, the corporation has received a certificate of authority from the Iowa secretary of state, has filed its most recent biennial report with the secretary of state, and has neither received a certificate of withdrawal from the secretary of state nor had its authority revoked.
[ ] Yes [X] No	My business is a limited liability partnership which has filed a statement of qualification in this state and the statement has not been canceled.
[ ] Yes [X] No	My business is a limited liability partnership which has filed a statement of qualification in a state other than Iowa, has filed a statement of foreign qualification in Iowa and a statement of cancellation has not been filed.
[ ] Yes [X] No	My business is a limited partnership or limited liability limited partnership which has filed a certificate of limited partnership in this state, and has not filed a statement of termination.
[ ] Yes [X] No	My business is a limited partnership or a limited liability limited partnership whose certificate of limited partnership is filed in a state other than Iowa, the limited partnership or limited liability limited partnership has received notification from the Iowa secretary of state that the application for certificate of authority has been approved and no notice of cancellation has been filed by the limited partnership or the limited liability limited partnership.
[ ] Yes [X] No	My business is a limited liability company whose certificate of organization is filed in Iowa and has not filed a statement of termination.
[ ] Yes [X] No	My business is a limited liability company whose certificate of organization is filed in a state other than Iowa, has received a certificate of authority to transact business in Iowa and the certificate has not been revoked or canceled.

CONTRACTOR REGISTRATION CERTIFICATE

STATE OF IOWA
DIVISION OF LABOR

150 Des Moines St, Des Moines, IA 50309
Phone: 515-242--5871 | FAX: 515-725-2427
www.iowacontractor.gov | contractor.registration@iwd.iowa.gov

DATE ISSUED:
05/28/2021

DATE EXPIRES:
07/11/2022

REGISTRATION NUMBER:
C099824

WRH INC
POBOX 256
AMANA, IA 52203

Rod A. Roberts

Rod A. Roberts, Labor Commissioner

??

ANKENY CITY COUNCIL

City Council Agenda

March 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: COUNCIL GOAL: ??

City Manager

Deliver Exceptional Service

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to authorize City staff to apply for the Iowa All-Star Community Award

EXECUTIVE SUMMARY:

Through the Iowa League of Cities, the Iowa All-Star Community Award seeks to recognize exceptional projects and programs undertaken by Iowa municipalities. The City of Ankeny wishes to enter the Albaugh Family Senior Community Center construction as an example of public/private partnerships and city/county cooperation. The application process requires staff to share information about the program and get consent of the City Council before being considered for the award.

FISCAL IMPACT: **??No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
All-Star Community Award Information

All-Star Community Awards

Wednesday, October 20, 2021

Submit an Application

The All-Star Community Awards program seeks to acknowledge and encourage excellence in local government and provides an opportunity for officials and staff of member cities to receive recognition for their superior and innovative efforts. In addition, the program provides a means for sharing Iowa's best public service ideas and demonstrates that those involved with local government are progressive, caring and committed to their communities. Applications must be submitted using the online entry form and are due April 1, 2022. Applications may be submitted throughout the year.

2022 Award Timeline

- April 1 – All-Star Applications due.
- May/June – League staff visit winners in population categories.
- August – Population winners announced on League's social media outlets & in *Cityscape* magazine.
- August – People's All-Star voting begins. (Specific date will depend on the number of applications received.)
- September 29– Award Banquet, at League's Annual Conference & Exhibit. The winner of the People's All-Star will be announced at this event; voting for the winner will end at noon. The population winners will also be recognized at this event.

The Purpose

With the All-Star Community Awards program, the Iowa League of Cities seeks to acknowledge and encourage excellence in local government. The program provides an opportunity for officials and staff of member cities to receive recognition for their superior and innovative efforts. In

addition, the program provides a means for sharing Iowa's best public service ideas and demonstrates that those involved with local government are progressive, caring and committed to their communities.

Eligible Projects

Each member city of the League may submit only one entry to the All-Star Community awards per year. Entries must describe programs or projects successfully operating or completed between January 1 and December 31, 2021. Programs or projects eligible for an All-Star Community Award include, but aren't limited to, city service improvements, quality of life enrichment and local government partnerships. Potential entries could include diversity appreciation, urban renewal, neighborhood or business development, historic preservation, sharing of services or facilities, or improving the quality, quantity or efficiency of city services. The League encourages communities of all sizes to apply.

Preparation of Entries

Please submit only the entry form and one (1) high-resolution photo, completed as clearly and completely as possible. Entries will only be eligible if the entry form is completed and submitted by the due date and the box verifying information about the award was shared with the mayor, council and other interested and affected parties is checked. Entries will be judged solely on the content submitted on the entry form, not on the photo. In addition to the entry form, cities may participate in the "People's All-Star" competition by submitting one, high-resolution photo that best represents their project. Photos may not include additional logos or text. More information on the "People's All-Star" competition is available below.

The Judging

Entries are divided into three population categories; less than 3,000, 3,000-9,999 and more than 10,000. Independent judges knowledgeable in local government will evaluate each project. One winner will be chosen from each population category. The judges will look for each project's impact on the community, including how it met the community's needs, its value to the community, how many people it affected and its longevity. Projects will also be judged on originality, cost-effectiveness, use of inter-government collaboration and innovation.

People's All-Star Community – Facebook "Like" Competition

After the panel of judges chooses winners from each population category, the remaining applications will be entered into a bracket-style tournament for public "Liking" (voting). Photos and captions submitted with their entry form will be posted on the League's Facebook page, and photos/captions with the most Likes will move to the next round. The one winner of the People's All-Star tournament will be announced at the League's Annual Conference & Exhibit and will be recognized along-side the winners from the population categories.

The Prize

All applicants will be alerted by email of their application's status by the end of May 2022. The All-Star Community Award winners and the People's All-Star winner will receive an attractive, stand-alone, star-shaped award suitable for display in city hall. Each winning project will be recognized at the League's 2022 Annual Conference & Exhibit, featured in the League magazine, Cityscape, and brought to the attention of local media. All entries will be featured on the League's Web site.

Entry Deadline

Entries are due in the League office by Friday, April 1, 2022. Late entries will not be accepted. Applications must be submitted using the online form and may be submitted throughout the year. Photos must be uploaded by the April 2, 2022 deadline as well. Questions? Please call the League at (515) 244-7282 or email mbrsvcs@iowaleague.org.

All-Star Community Award Winners

Congratulations to all of our award winners.

Year	City	Project	Population	Video	Article
2021	Marion	Marion YMCA & Community Rec Center	39,400	Video	Article
2021	Mount Vernon	Lester Buresh Family Community Wellness Center	4,451	Video	Article
2021	Woodbine	CREW Center	1,488	Video	Article
2020	Harlan	Plaza Development	4,950	Video	Article
2020	Marion	Prospect Meadows Sports Complex	39,400	Video	Article
2020	Mason City	River City Renaissance-The Mason City Arena	28,079		
2020	Sibley	Outdoor Aquatic Center	2,796	Video	Article

??

ANKENY CITY COUNCIL

City Council Agenda

March 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: COUNCIL GOAL: ??

City Clerk

ACTION REQUESTED:

Motion

LEGAL:

SUBJECT:

Consider Mayor Appointments to Boards and Commissions as follows:

Cultural Arts Board

- Kyle Robinson - effective immediately - term expires 04/30/2025 SEAT 1

EXECUTIVE SUMMARY:

Mayor Holm is asking council to approve the recommendations he is making for appointments to expiring Boards and Commissions

---

FISCAL IMPACT: **??No**

CITY MANAGER'S RECOMMENDATIONS:

Approve as presented.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion approving Mayors appointments to expiring Board and Commission Members as presented.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available

??

city of Ankeny

bringing it all together®

ANKENY CITY COUNCIL

City Council Agenda

March 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL: ??
Ensure Economic Vitality

ACTION REQUESTED:
Ordinance - 3rd Reading

LEGAL:

SUBJECT:

Ord 2096: An Ordinance vacating a portion of a public utility easement located on Lot 20, Ashland Ridge Plat 2.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **??No**

CITY MANAGER'S RECOMMENDATIONS:

Accept third consideration of Ordinance 2096 vacating a portion of a public utility easement located on Lot 20, Ashland Ridge Plat 2

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to accept third consideration of ORDINANCE 2096, sending it on its final passage and publication as required by law.

Action: Consider motion to adopt RESOLUTION authorizing the sale of property vacated by the City of Ankeny, Iowa, to Scott N. Von Hagen.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Ordinance
Easement Vacation Plat
Resolution
Quit Claim Deed

WHEN RECORDED RETURN TO:

City of Ankeny, City Clerk
410 W 1st Street
Ankeny, IA 50023

Preparer Information: Derek Silverthorn, City of Ankeny, Iowa, 1210 NW Prairie Ridge Drive, Ankeny, IA 50023 Phone: (515) 963-3557

ORDINANCE 2096

AN ORDINANCE VACATING A PORTION OF A PUBLIC UTILITY EASEMENT LOCATED ON LOT 20, ASHLAND RIDGE PLAT 2

WHEREAS, pursuant to notice published in the manner required by law, on the 7th day of February, 2022, the City Council of the City of Ankeny, Iowa, held a public hearing to consider a request to vacate a portion of a utility easement, as shown on the attached Easement Vacation Plat; and

WHEREAS, the City Council finds that all public purpose served by said Easement is no longer necessary; and

WHEREAS, the City Council has determined that it is in the best interest of the citizens of Ankeny that said Easement be vacated.

BE IT ENACTED by the City Council of the City of Ankeny, Iowa:

SECTION I. The City of Ankeny does hereby vacate and release that portion of said Easement, as shown on the attached Easement Vacation Plat.

SECTION II. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION III. This Ordinance shall be in effect upon its final passage and publication required by law.

PASSED AND APPROVED this 7th day of March, 2022.

CITY OF ANKENY, IOWA

Mark E. Holm, Mayor

ATTEST:

Denise L. Hoy, City Clerk

PUBLISHED IN THE DES MOINES REGISTER ON THE 11TH DAY OF MARCH ,2022

1st Con 2/07/22 (P. Hrg)
2nd Con 2/21/22
3rd Con 3/07/22

VACATION PLAT

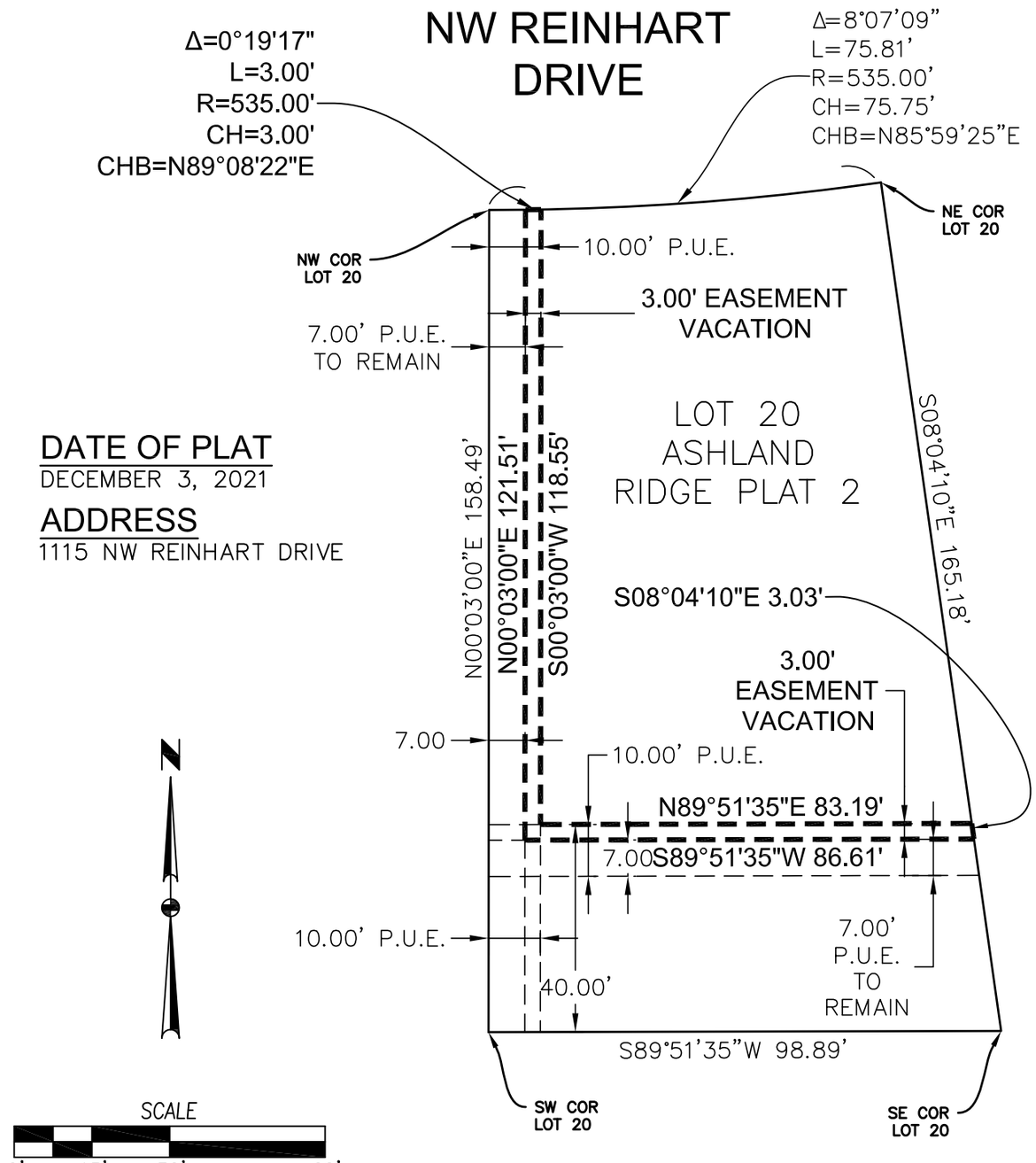
EASEMENT VACATION DESCRIPTION

THE EAST 3.00 FEET OF THE WEST 10.00 FEET, EXCEPT THE SOUTH 37.00 FEET THEREOF

AND

THE NORTH 3.00 FEET OF THE SOUTH 40.00 FEET, EXCEPT THE WEST 7.00 FEET THEREOF

ALL BEING A PART OF LOT 20, ASHLAND RIDGE PLAT 2, AN OFFICIAL PLAT IN THE CITY OF ANKENY, POLK COUNTY, IOWA.



DATE OF PLAT
DECEMBER 3, 2021

ADDRESS
1115 NW REINHART DRIVE

FILE: H:\2021\2111933\DWG\2111933-VACATION PLAT.DWG
FILE DATE: 12/8/21 DATE PLOTTED: 12/8/2021 8:43 AM
PLOTTED BY: MIKE BROONER:

CIVIL DESIGN ADVANTAGE
3405 SE CROSSROADS DRIVE, SUITE G
GRIMES, IOWA 50111
PH: (515) 369-4400

RESOLUTION

RESOLUTION AUTHORIZING THE SALE OF PROPERTY VACATED BY THE CITY OF ANKENY, IOWA, TO SCOTT M. VON HAGEN

WHEREAS, by Ordinance No. **2096** the City has vacated certain property, as shown on the attached Easement Vacation Plat; and

WHEREAS, Scott M. Von Hagen has offered to purchase said property for an amount equal to the costs incurred by the City to vacate said property; and

WHEREAS, a public hearing on said vacation and sale was held on the 7th day of February, 2022, pursuant to notice published as required by law; and

WHEREAS, this Council, having heard all comments for and against said offer to purchase said property, determines that the offer should be accepted.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa:

1. That the City accepts the offer of Scott M. Von Hagen to purchase, for an amount equal to the costs incurred by the City in preparing all proceedings and documents necessary to affect vacation and conveyance, the property as shown on the attached Easement Vacation Plat; and
2. That the Mayor and City Clerk are hereby authorized and directed to execute and deliver a quit claim deed conveying the aforesaid property to the purchaser upon receipt of the full amount of the purchase price. The Clerk shall compute such amount.

PASSED AND APPROVED this 7th day of March, 2022.

CITY OF ANKENY, IOWA

_____
Mark E. Holm, Mayor

ATTEST:

_____
Denise L. Hoy, City Clerk

WHEN RECORDED RETURN TO:

City of Ankeny, City Clerk
410 W 1st Street
Ankeny, IA 50023

Preparer Information: Derek Silverthorn, City of Ankeny, Iowa, 1210 NW Prairie Ridge Drive, Ankeny, IA 50023 Phone: (515) 963-3557

Address Tax Statements: Scott M. Von Hagen, 1115 NW Reinhart Drive, Ankeny, IA 50023

QUIT CLAIM DEED

BE IT KNOWN BY ALL:

That the CITY OF ANKENY, IOWA, a municipal corporation of the County of Polk, State of Iowa, in consideration of the sum of ONE AND NO/100 DOLLARS ($1.00) in hand paid by Scott M. Von Hagen, does hereby QUIT CLAIM unto said Scott M. Von Hagen, all its right, title, and interest in and to the following described property situated in Polk County, Iowa, to-wit:

SEE ATTACHED EASEMENT VACATION PLAT

No Declaration of Value is required under the conditions of Exemption No. 6. No transfer tax is required; consideration is less than $500.00, and the Grantor is a municipal corporation.

DATED this 7th day of March, 2022.

CITY OF ANKENY, IOWA

Mark E. Holm, Mayor

ATTEST:

Denise L. Hoy, City Clerk

STATE OF IOWA, COUNTY OF POLK, ss:

On this **7th** day of **March**, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Mark E. Holm and Denise L. Hoy, to me personally known, who being by me duly sworn did say that they are the Mayor and City Clerk, respectively, of the City of Ankeny, Iowa; that the seal affixed to the above and foregoing instrument is the corporate seal of said corporation, and that said instrument was signed pursuant to a Resolution adopted by the City Council of Ankeny, Iowa, on the **7th** day of **March**, 2022, and the said Mark E. Holm and Denise L. Hoy acknowledged the execution of said instrument to be their voluntary act and deed and the voluntary act and deed of said corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

??

city of Ankeny

bringing it all together®

ANKENY CITY COUNCIL

City Council Agenda

March 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL: ??
Ensure Economic Vitality

ACTION REQUESTED:
Ordinance - 2nd Reading

LEGAL:

SUBJECT:

Ord 2097: An Ordinance vacating a portion of public land, Lot 2, The District at Prairie Trail Plat 8, located west of the intersection of SW Park Square Drive and SW Merchant Street.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **??Yes**

Convert nontaxable public land into taxable property.

CITY MANAGER'S RECOMMENDATIONS:

Accept second consideration of ORDINANCE 2097.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to accept second consideration of ORDINANCE 2097.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Ordinance
Vacation Exhibit

Preparer Information: Deb Gervais, City of Ankeny, 1210 NW Prairie Ridge Drive, Ankeny, IA 50023 Phone: 515-963-3558

ORDINANCE 2097

**AN ORDINANCE VACATING A PORTION OF PUBLIC LAND,
LOT 2, THE DISTRICT AT PRAIRIE TRAIL PLAT 8,
LOCATED WEST OF THE INTERSECTION OF SW PARK SQUARE DRIVE AND
SW MERCHANT STREET**

WHEREAS, pursuant to notice published in the manner required by law, on the 21st day of February, 2022, the City Council of the City of Ankeny, Iowa, held a public hearing on a proposal to vacate a portion of public land, as shown on the attached Vacation Plat; and

WHEREAS, the City Council has determined that it is in the best interest of the citizens of Ankeny that said public land be vacated.

NOW, THEREFORE, BE IT ORDAINED, BY THE CITY COUNCIL OF THE CITY OF ANKENY, IOWA:

1. That the City of Ankeny does hereby vacate and release the public land, as shown on the attached Vacation Plat; and
2. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed; and
3. That this ordinance shall be in effect upon its final passage and publication required by law.

PASSED AND APPROVED this ____ day of _____, 2022.

CITY OF ANKENY, IOWA

Mark E. Holm, Mayor

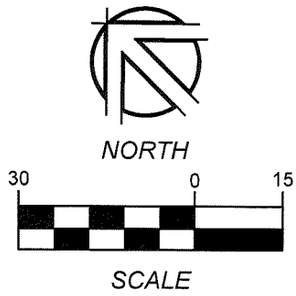
ATTEST:

Denise L. Hoy, City Clerk

**PUBLISHED IN THE
DES MOINES REGISTER
ON THE ___DAY OF _____, 2022**

**1st Con 2/21/22 (P. Hrg)
2nd Con 3/07/22
3rd Con _____**

EXHIBIT "A"



REQUESTED BY

DRA Properties, LC
c/o Tara Meredith
1525 NE 36th Street
Ankeny, Iowa 50021
Phone: (515) 965-5251

PROPRIETOR

City of Ankeny
City Hall
410 West First Street
Ankeny, Iowa 50023
Phone: (515) 965-6400

LEGEND

●	Found monument 5/8" IR with red cap #18530 or 1" copper monument stamped "PLS 18530" in paved surface unless otherwise noted
O	Set monument 5/8" IR with red cap #18530 or 1" copper monument stamped "PLS 18530" in paved surface unless otherwise noted
IR	Round iron rebar (outside diameter)
IP	Round iron pipe (outside diameter)
(R)	Record dimension
P.O.B.	Point of Beginning
———	Subject boundary line
———	Proposed boundary line
——— · · ———	Existing boundary line

SUBJECT PROPERTY LEGAL DESCRIPTION

Lot 2, THE DISTRICT AT PRAIRIE TRAIL PLAT 8, an official plat, located in the City of Ankeny, Polk County, Iowa.

CERTIFICATION

THAREN J. HELGERSON LICENSED 18530 IOWA PROFESSIONAL LAND SURVEYOR

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly Licensed Professional Land Surveyor under the laws of the State of Iowa.

Signature: _____ 1-11-22

Name: Tharen J. Helgerson, P.L.S. No. 18530 Date

My license renewal date is December 31, 2022 Date of survey: 09/09/21

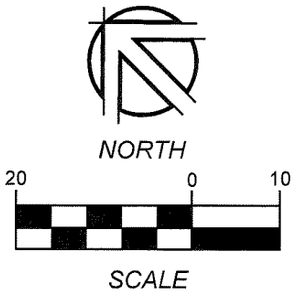
Pages or sheets covered by this seal: Sheets 1 and 2 of 2 sheets only

NILLES ASSOCIATES
1250 SW STATE STREET
SUITE A
ANKENY, IOWA
50023-2555
(515) 965-0123 phone
(515) 965-3322 fax
www.nillesinc.com

PROJECT: PUBLIC LAND VACATION	NAI No.: 18154	DRAWN BY: TJH	DWG No.: 1/2
LOCATION: THE DISTRICT AT PRAIRIE TRAIL PLAT 8 ANKENY, IOWA	DATE: 12/22/21	CHECKED BY: RJS	SHEET TITLE: EX-1

V:\NAI 2017\Projects 2017\18154\dwg\18154-VX.dwg

EXHIBIT "A"



SUBJECT PROPERTY LEGAL DESCRIPTION

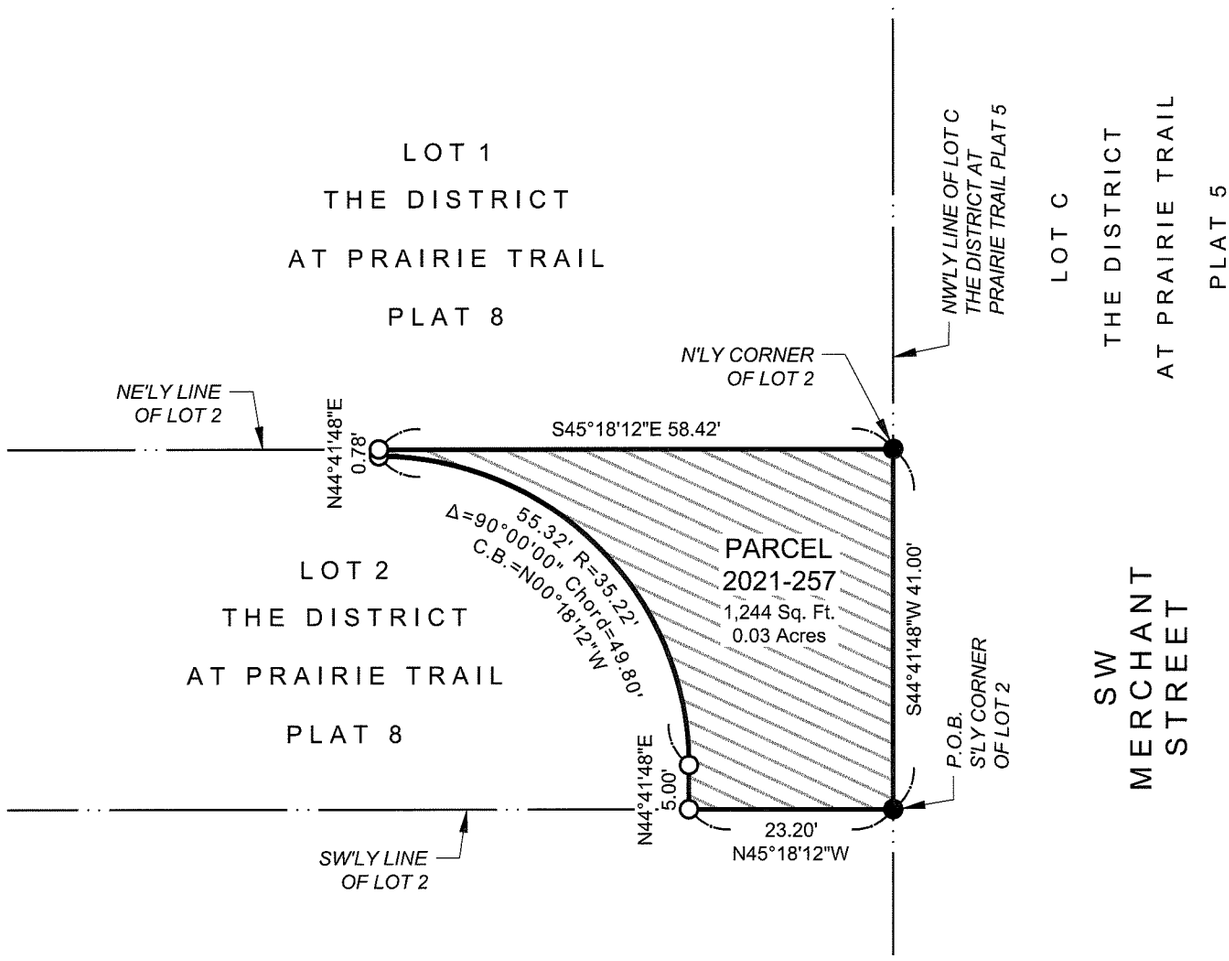
Lot 2, THE DISTRICT AT PRAIRIE TRAIL PLAT 8, an official plat, located in the City of Ankeny, Polk County, Iowa.

DESCRIPTION OF PARCEL 2021 - 257

That part of Lot 2, THE DISTRICT AT PRAIRIE TRAIL PLAT 8, an official plat, located in the City of Ankeny, Polk County, Iowa, more particularly described as the following:

Beginning at the southerly corner of said Lot 2; thence North 45 degrees 18 minutes 12 seconds West, along the southwesterly line of said Lot 2, a distance of 23.20 feet; thence North 44 degrees 41 minutes 48 seconds East, a distance of 5.00 feet; thence northwesterly 55.32 feet along a curve to the left, tangent to the last described line, having a radius of 35.22 feet, a delta angle of 90 degrees 00 minutes 00 seconds and a chord distance of 49.80 feet which bears North 00 degrees 18 minutes 12 seconds West; thence North 44 degrees 41 minutes 48 seconds East, not tangent to the last described curve, a distance of 0.78 feet, to the northeasterly line of said Lot 2; thence South 45 degrees 18 minutes 12 seconds East, along said northeasterly line of Lot 2, a distance of 58.42 feet, to the southeasterly line of said Lot 2; thence South 44 degrees 41 minutes 48 seconds West, along said southeasterly line of Lot 2, a distance of 41.00 feet, to said southwesterly line of Lot 2 and the Point of Beginning.

Containing 0.029 acres (1,244 square feet) more or less.



NILES ASSOCIATES
1250 SW STATE STREET
SUITE A
ANKENY, IOWA
50023-2555
(515) 965-0123 phone
(515) 965-3322 fax
www.nilesinc.com

PROJECT: PUBLIC LAND VACATION	NAI No.: 18154	DRAWN BY: TJH	DWG No.: 2/2
LOCATION: THE DISTRICT AT PRAIRIE TRAIL PLAT 8 ANKENY, IOWA	DATE: 12/22/21	CHECKED BY: RJS	SHEET TITLE: EX-2

V:\NAI 2017\Projects 2017\18154\dwg\18154-VX.dwg

??

ANKENY CITY COUNCIL

City Council Agenda

March 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: COUNCIL GOAL: ??

City Clerk

ACTION REQUESTED:

Ordinance - 1st Reading

LEGAL:

SUBJECT:

Ord 2098: An Ordinance creating section 143 - Entertainment Districts in the City of Ankeny, Iowa. (PH 2022-20)

EXECUTIVE SUMMARY:

Council and staff have worked through the process of creating two Entertainment Districts to promote events in areas that are specifically designed for this type of activity creating a sense of community. A public hearing was held, not out of compliance, but to allow businesses and residents the opportunity to voice any support or opposition to an Entertainment District Ordinance.

FISCAL IMPACT: **??No**

CITY MANAGER'S RECOMMENDATIONS:

Accept first consideration of Ordinance 2098 creating Entertainment Districts in the City of Ankeny, Iowa.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to accept first consideration of ORDINANCE 2098.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Ordinance 2098

ORDINANCE NO. ___

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF ANKENY, IOWA, BY ADDING A NEW SECTION ENTITLED ENTERTAINMENT DISTRICT

BE IT ENACTED by the City Council of the City of Ankeny, Iowa:

SECTION 1. NEW SECTION. The Code of Ordinances of the City of Ankeny, Iowa, is amended by adding a new Section 143, entitled Entertainment Districts, which is hereby adopted to read as follows:

143.01 DEFINITIONS.

1. "Entertainment District" means the commercial businesses operating within the following defined areas:
   A. The District at Prairie Trail
      (1) Defined as the area in the Prairie Trail Planned Unit Development (PUD) that is bounded:
         a. On the north by SW Magazine Road;
         b. On the south by SW Prairie Trail Parkway;
         c. On the west by SW State Street; and,
         d. On the east by the rear property line of the District Brownstones, which are generally located on the west side of SW Westview Drive.
   B. Uptown Entertainment District
      (1) Defined as the commercially zoned properties (C-2 and C-2a) generally bounded:
         a. On the north by W 1st Street and SW 2nd Street;
         b. On the south by SW 4th Street and SW 5th Street;
         c. On the west by the rear property lines of the properties that front onto SW Scott Street and SW Elm Street; and,
         d. On the east by the alley between SW Walnut Street and SW Pleasant Street and the alley between SW Pleasant Street and SW School Street.
2. "Receiving Property" for purposes of this chapter, receiving property means the nearest property line of the real property where the sound is being heard, and where appropriate level restrictions apply.

143.02 OUTDOOR SERVICE AREAS/SPECIAL USE PERMITS.

1. Properties located within areas defined as Entertainment Districts by this Chapter shall not be required to obtain a Special Use Permit as described in Section 196.02 of the Municipal Code for Outdoor Service Areas.

143.03 NOISE.

1. As described below, Entertainment Districts shall be exempt from certain sections of Chapter 44, Noise Control.
   A. The District at Prairie Trail
      (1) Properties within the District at Prairie Trail are exempt from Municipal Code Sections 44.05.11 and 44.05.18, but are subject to the following limitations:
         - Noise from properties within the entertainment district shall not exceed the following levels measured at the receiving property line:
            i. 75 dB between 7:00am and 10:00pm Sunday – Wednesday and 7:00am and midnight Thursday – Saturday.
            ii. 70 dB all other times.
         - The occasional playing of Live Music, use of Sound Equipment and/or uses that require a Special Events Permit, and may exceed the above decibel limitations, shall be required to obtain a Noise Permit as outlined in Section 44.06.
            i. Properties issued Noise Permits within the District at Prairie Trail shall not have noise levels that exceed the following:
               a. 85 dB between 7:00am and 10:00pm Sunday – Wednesday and 7:00am and midnight Thursday – Saturday.
               b. 80 dB all other times.
            ii. Noise Permits issued within the District at Prairie Trail shall be limited to six (6) hours in duration. However, a Noise Permit issued in conjunction with a City approved Special Events Permit may be modified or extended beyond six (6) hours as approved by the City Manager or their designee

   B. Uptown Entertainment District
      (1) Properties within the Uptown Entertainment District are exempt from Municipal Code Sections 44.05.11 and 44.05.18, but are subject to the following limitations:
         - Noise from properties within the entertainment district shall not exceed the following levels measured at the receiving property line:
            i. 75 dB between 7:00am and 9:00pm Sunday – Wednesday and 7:00am and 11:00pm Thursday – Saturday.
            ii. 70 dB all other times.
         - The occasional playing of Live Music and use of Sound Equipment and/or uses that require a Special Events Permit, and may exceed the above decibel limitations, shall be required to obtain a Noise Permit as outlined in Section 44.06.
            i. Properties issued Noise Permits within the Uptown Entertainment District shall not have noise levels that exceed the following:

a. 85 dB between 7:00am and 9:00pm Sunday – Wednesday and 7:00am and 11:00pm Thursday – Saturday.
b. 80 dB all other times.

ii. Noise Permits issued within the Uptown Entertainment District shall be limited to six (6) hours in duration. However, a Noise Permit issued in conjunction with a City approved Special Events Permit may be modified or extended beyond six (6) hours as approved by the City Manager or their designee

SECTION 2. REPEALER. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 3. SEVERABILITY CLAUSE. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

SECTION 4. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval, and publication as provided by law.

Passed and approved by the City Council the ___ day of _____, 2022.

_____
Mark E Holm, Mayor

ATTEST:

_____
City Clerk

First Reading: _____

Second Reading: _____

Third Reading: _____

I certify that the foregoing was published as Ordinance No. _____ on the ___ day of _____,

20___.

_____
City Clerk

??

ANKENY CITY COUNCIL

City Council Agenda

March 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: COUNCIL GOAL: ??

City Clerk

ACTION REQUESTED:

Ordinance - 1st Reading

LEGAL:

SUBJECT:

Ord 2099: An Ordinance amending Chapter 44.06 Noise Ordinance by adding a section referencing Chapter 143 - Entertainment Districts

---

EXECUTIVE SUMMARY:

FISCAL IMPACT: **??No**

CITY MANAGER'S RECOMMENDATIONS:

Accept first consideration of Ordinance 2099 amending chapter 44.06 Noise Ordinance by adding a section referencing Chapter 143 - Entertainment Districts

---

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to accept first consideration of ORDINANCE 2099.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Ordinance

ORDINANCE NO._____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF ANKENY, IOWA, BY AMENDING PROVISIONS PERTAINING TO NOISE PERMIT FOR SOUND EQUIPMENT

BE IT ENACTED by the City Council of the City of Ankeny Iowa:

SECTION 1. SECTION MODIFIED. Section 44.06 OUTDOOR SEATING AREAS of the Code of Ordinances of the City of Ankeny, Iowa, is amended by adding the following section 44.06 12 (D)

44.06 NOISE PERMIT FOR SOUND EQUIPMENT.

12. Rules. No person shall operate or cause to be operated on public or private property any source of sound in such a matter as to create a sound level that exceeds the following limits on receiving land:

RECEIVING	MAXIMUM dB PERMITTED
Residential:	70 dB between 7 a.m. and 8 p.m. 65 dB after 8 p.m.
Commercial:	75 dB between 7 a.m. and 8 p.m. 70 dB after 8 p.m.

A. The measurement of sound shall be made with a sound level meter meeting the standards prescribed by the American National Standards Institute (ANSI). The instrument shall be maintained in calibration and good working order. Measurements recorded shall be taken so as to provide a proper representation of the noise source.

B. If there is no voluntary compliance within a reasonable amount of time, the Noise Control Officer is given the authority to issue a municipal citation to shut down the event, to turn off the sound equipment, or to reduce the sound to the level authorized by the Noise Permit.

C. An event for which a Noise Permit either has not been obtained or which is in violation of the maximum decibel levels will also be subject to those penalties established elsewhere in this Code.

D. Maximum dB Permitted levels for Entertainment Districts are defined in Chapter 143 of the City Code.

SECTION 2. SEVERABILITY CLAUSE. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

SECTION 3. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval, and publication as provided by law.

Passed and approved by the City Council the _____ day of _____, 2022.

_____
Mark E. Holm, Mayor

ATTEST:

_____

City Clerk

ORDINANCE NO._____

First Reading: _____

Second Reading: _____

Third Reading: _____

I certify that the foregoing was published as Ordinance No. _____ on the ___ day of _____,

20___.

_____

City Clerk

??

ANKENY CITY COUNCIL

City Council Agenda

March 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: COUNCIL GOAL: ??

City Clerk

ACTION REQUESTED:

Ordinance - 1st Reading

LEGAL:

SUBJECT:

Ord 2100: An Ordinance amending Chapter 130.07 Outdoor Seating addressing Chapter 143 - Entertainment Districts

---

EXECUTIVE SUMMARY:

FISCAL IMPACT: **??No**

CITY MANAGER'S RECOMMENDATIONS:

Accept first consideration of Ordinance 2100 amending chapter 130.07 Outdoor Seating addressing Chapter 143 - Entertainment Districts

---

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to accept first consideration of ORDINANCE 2100.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF ANKENY, IOWA, BY AMENDING PROVISIONS PERTAINING TO OUTDOOR SEATING AREAS

BE IT ENACTED by the City Council of the City of Ankeny Iowa:

SECTION 1. SECTION MODIFIED. Section 130.07 OUTDOOR SEATING AREAS of the Code of Ordinances of the City of Ankeny, Iowa, is repealed and the following adopted in lieu thereof:

130.07. OUTDOOR SEATING AREAS.

1. With the exception of properties located within Entertainment Districts as defined and regulated in Chapter 143 of the Ankeny Municipal Code, the premises for which a beer permit or liquor control license is sought shall require a special use permit for an outdoor service area as described in paragraph 196.02(1)(I) if it is less than five hundred (500) feet from a residential zoning district. This requirement may be waived by the City Council upon showing that the applicant for such license conforms to the requirements of Section 130.05 of this chapter.

2. The outdoor seating area shall be delineated by a barrier that is a minimum of thirty-six (36) inches in height and discourages the free movement of people between the outdoor service area and non- licensed areas and shall conform to all physical requirements of the State Code of Iowa as well as all Building Code requirements of the City of Ankeny.

3. Emergency exits, sized and spaced in accordance with the Building Code, must be provided with a clear and unobstructed access to the public way.

4. The site shall meet the parking requirements listed in Section 194.01 of this Code of Ordinances.

SECTION 2. SEVERABILITY CLAUSE. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

SECTION 3. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval, and publication as provided by law.

Passed and approved by the City Council the ___ day of _____, 2022.

_____

Mark E. Holm, Mayor

ATTEST:

_____

City Clerk

ORDINANCE NO._____

First Reading: _____

Second Reading: _____

Third Reading: _____

I certify that the foregoing was published as Ordinance No. _____ on the ___ day of _____,

20___.

_____

City Clerk

??

ANKENY CITY COUNCIL

City Council Agenda

March 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: COUNCIL GOAL: ??

City Clerk

ACTION REQUESTED:

Ordinance - 1st Reading

LEGAL:

SUBJECT:

Ord 2101: An Ordinance amending Chapter 196.02 Special Use Permits addressing Chapter 143 - Entertainment Districts

---

EXECUTIVE SUMMARY:

FISCAL IMPACT: **??No**

CITY MANAGER'S RECOMMENDATIONS:

Accept fist consideration of Ordinance 2101 amending Chapter 196.02 Special Use Permits addressing Chapter 143 - Entertainment Districts

---

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to accept first consideration of ORDINANCE 2101.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF ANKENY, IOWA, BY AMENDING PROVISIONS PERTAINING TO SPECIAL USE PERMIT

BE IT ENACTED by the City Council of the City of Ankeny Iowa:

SECTION 1. SECTION MODIFIED. Section 196.02 SPECIAL USE PERMITS 1. (I) of the Code of Ordinances of the City of Ankeny, Iowa, is repealed and the following adopted in lieu thereof:

SECTION 196.02. SPECIAL USE PERMITS 1. (I). With the exception of properties located within Entertainment Districts as defined and regulated in Chapter 143 of the Ankeny Municipal Code, premises with a beer permit or liquor control license not contained within a completely enclosed and covered structure and located less than five hundred feet from a residential zoning district; provided the following standards are met:

SECTION 2. SEVERABILITY CLAUSE. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

SECTION 3. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval, and publication as provided by law.

Passed and approved by the City Council the ___ day of _____, 2022.

_____
Mayor

ATTEST:

_____
City Clerk

First Reading: _____

Second Reading: _____

Third Reading: _____

I certify that the foregoing was published as Ordinance No. _____ on the ___ day of _____,

20___.

_____
City Clerk

??

ANKENY CITY COUNCIL

City Council Agenda

March 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: COUNCIL GOAL: ??

Planning and Building

Ensure Economic Vitality

ACTION REQUESTED:

Ordinance - 1st Reading

LEGAL:

SUBJECT:

Ord 2102: An Ordinance vacating a Public Utility Easement associated with Lot 1, The District at Prairie Trail Plat 11. (PH 2022-21)

EXECUTIVE SUMMARY:

FISCAL IMPACT: **??No**

CITY MANAGER'S RECOMMENDATIONS:

Accept first consideration of Ordinance 2102 vacating a Public Utility Easement.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to accept first consideration of ORDINANCE 2102.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Ordinance
Vacation Exhibit

Preparer Information: Deb Gervais, City of Ankeny, Iowa, 1210 NW Prairie Ridge Drive, Ankeny, IA 50023 Phone: 515-963-3558

ORDINANCE

AN ORDINANCE VACATING A PORTION OF A PUBLIC UTILITY EASEMENT ASSOCIATED WITH LOT 1, THE DISTRICT AT PRAIRIE TRAIL PLAT 11

WHEREAS, pursuant to notice published in the manner required by law, on the 7th day of March, 2022, the City Council of the City of Ankeny, Iowa, held a public hearing on a proposal to vacate a Public Utility Easement as shown on the attached Exhibit A; and

WHEREAS, the City Council finds that all public purpose served by this easement will be replaced with other easements; and

WHEREAS, the City Council has determined that it is in the best interest of the citizens of Ankeny that said easement be vacated.

NOW, THEREFORE, BE IT ORDAINED, BY THE CITY COUNCIL OF THE CITY OF ANKENY, IOWA:

1. That the City of Ankeny does hereby vacate and release the Public Utility Easement, as shown on the attached Exhibit A; and
2. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed; and
3. That this ordinance shall be in effect upon its final passage and publication required by law.

PASSED AND APPROVED this ____ day of _____, 2022.

_____
Mark E. Holm, Mayor

Attest:

_____
Denise L. Hoy, City Clerk

PUBLISHED IN THE DES MOINES REGISTER ON THE ___DAY OF _____, 2022

1st Con _____ (Public Hearing)
2nd Con _____
3rd Con _____

EXHIBIT "A"

PROPRIETOR & REQUESTED BY

DRA Properties, LC
c/o Tara Meredith
1525 NE 36th Street
Ankeny, Iowa 50021
Phone: (515) 965-5251

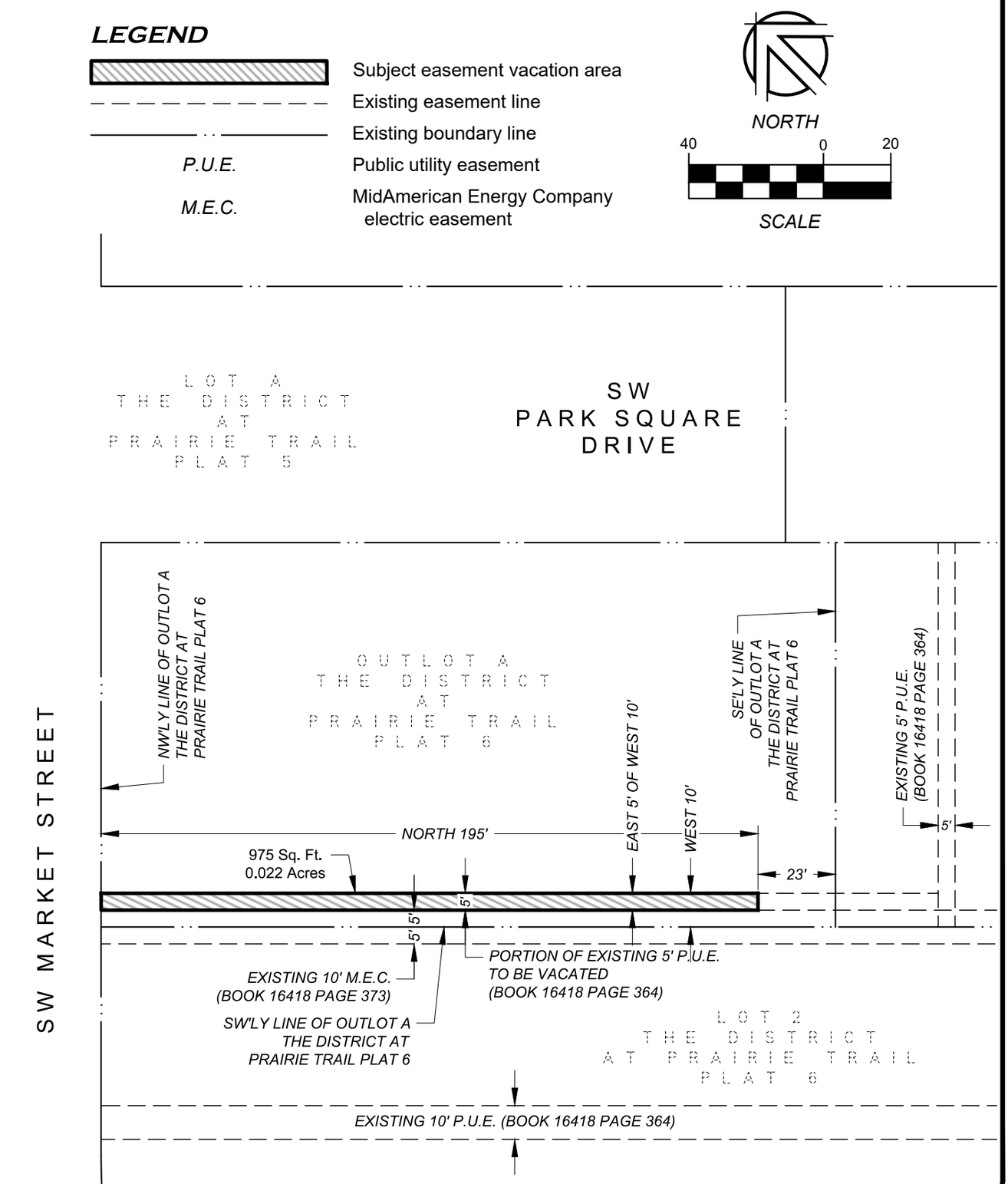
SUBJECT PROPERTY LEGAL DESCRIPTION

Lot 1, THE DISTRICT AT PRAIRIE TRAIL PLAT 11, an official plat, located in the City of Ankeny, Polk County, Iowa.

DESCRIPTION OF PUBLIC UTILITY EASEMENT TO BE VACATED

The east 5 feet of the west 10 feet of the north 195 feet of Lot 1, THE DISTRICT AT PRAIRIE TRAIL PLAT 11, an official plat, located in the City of Ankeny, Polk County, Iowa.

Containing 0.022 acres (975 square feet) more or less.



NILLES ASSOCIATES
1250 SW STATE STREET
SUITE A
ANKENY, IOWA
50023-2555
(515) 965-0123 phone
(515) 965-3322 fax
www.nillesinc.com

PROJECT:	NAI No.:	DRAWN BY:	DWG No.:
PUBLIC UTILITY EASEMENT VACATION	21136	TJH	1/1
LOCATION: THE DISTRICT AT PRAIRIE TRAIL ANKENY, IOWA	DATE: 02/11/22	CHECKED BY: RJS	SHEET TITLE: EX-1

V:\NAI 2017\Projects 2017\21136\dwg\21136-EX.dwg

??

ANKENY CITY COUNCIL

City Council Agenda

March 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: ?? COUNCIL GOAL:

City Manager

Exercise Financial Discipline

ACTION REQUESTED:

Ordinance - 1st Reading

LEGAL:

No Review Required

SUBJECT:

Ord 2103: An Ordinance amending the Code of Ordinances of the City of Ankeny, Iowa, by amending provisions pertaining to water rates.

EXECUTIVE SUMMARY:

The ordinance under consideration raises water user rates by 6.75 percent and service availability charges by 3 percent, effective April 1, 2022.

The increase is necessary to fund the 15 percent increase in capacity rates for water purchased from Des Moines Water Works and local infrastructure projects planned in the 2022 Capital Improvement Program.

FISCAL IMPACT: **??Yes**

Below is an illustration of the impact of the proposed utility rate changes:

	FY 2023	FY 2022	$ Difference	% Difference
Solid Waste	$ 59.04	$ 53.88	$ 5.16	9.58%
Water	419.38	396.99	22.39	5.64%
Sewer	519.96	536.04	(16.08)	-3.00%
Storm Water	78.00	78.00	-	0.00%
	$1,076.38	$1,064.91	$ 11.47	1.08%

It assumes a residential customer with a 5/8" meter using 4,000 gallons of water per month and 1 ERU for storm water purposes.

As you can see from the illustration, this customer will see an increase of $11.47 in their utility bill for FY 2023.

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

Utility rate recommendations were presented to the City Council at the February 28, 2022 Budget Workshop.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to accept first consideration of ORDINANCE 2103.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Ordinance 2103

ORDINANCE 2103

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF ANKENY, IOWA, BY AMENDING PROVISIONS PERTAINING TO WATER RATES

BE IT ENACTED by the City Council of the City of Ankeny, Iowa:

SECTION 1. SECTION MODIFIED. Section 92.04, Paragraph 1, of the Code of Ordinances of the City of Ankeny, Iowa is repealed effective April 1, 2022 and the following adopted in lieu thereof:

92.04 RATES FOR SERVICE.

1. For bills due and payable on or after April 1, 2022, the following rates apply:

A. Service Availability Charge. There is imposed for each billing period, a service availability charge upon each separately metered residential, commercial, industrial or educational premises, directly or indirectly served by a connection to the waterworks systems, based on the following:

Meter Size	Meter Equivalence Factor	Monthly Equivalent Meter Cost	Monthly Billing Cost	Monthly SAC Charge
5/8"	1	$ 7.34	$ 2.03	$ 9.37
3/4"	1.5	$ 11.01	$ 2.03	$ 13.04
1"	2.5	$ 18.35	$ 2.03	$ 20.38
1 1/2"	5	$ 36.70	$ 2.03	$ 38.73
2"	8	$ 58.73	$ 2.03	$ 60.76
3"	17.5	$ 128.47	$ 2.03	$ 130.50
4"	50	$ 367.07	$ 2.03	$ 369.10
6"	100	$ 734.14	$ 2.03	$ 736.17
8"	175	$ 1,284.75	$ 2.03	$ 1,286.78

B. Water Use Rates. In addition to the service availability charge, there are imposed the following water rate charges based on actual metered usage during the billing period for which such charges are assessed:

(1) For the first 5,000 gallons used, $5.90 per 1,000 gallons, plus
(2) For all gallons used in excess of 5,000 gallons, $8.28 per 1,000 gallons.

SECTION 2. SEVERABILITY CLAUSE. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 3. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

PASSED by the Council the ____ day of _____, 2022.

ATTEST: Mark E. Holm, Mayor

Denise L. Hoy, City Clerk

PUBLISHED IN THE
DES MOINES REGISTER
ON THE ____ DAY OF _____, 2022

1st Con 03/07/22
2nd Con _____
3rd Con _____

??

ANKENY CITY COUNCIL

City Council Agenda

March 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: ?? COUNCIL GOAL:

City Manager

Exercise Financial Discipline

ACTION REQUESTED:

Ordinance - 1st Reading

LEGAL:

No Review Required

SUBJECT:

Ord 2104: An Ordinance amending the Code of Ordinances of the City of Ankeny, Iowa, by amending provisions pertaining to sewer service charges.

EXECUTIVE SUMMARY:

The ordinance under consideration decreases sewer user and service availability charges by 3 percent, effective July 1, 2022. The decrease is the result of aggressively paying off outstanding debt over the past several years.

FISCAL IMPACT: **??Yes**

Below is an illustration of the impact of the proposed utility rate changes:

	FY 2023	FY 2022	$ Difference	% Difference
Solid Waste	$ 59.04	$ 53.88	$ 5.16	9.58%
Water	419.38	396.99	22.39	5.64%
Sewer	519.96	536.04	(16.08)	-3.00%
Storm Water	78.00	78.00	-	0.00%
	$1,076.38	$1,064.91	$ 11.47	1.08%

It assumes a residential customer with a 5/8" meter using 4,000 gallons of water per month and 1 ERU for storm water purposes.

As you can see from the illustration, this customer will see an increase of $11.47 in their utility bill for FY 2023.

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

Utility rate recommendations were presented to the City Council at the February 28, 2022 Budget Workshop.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to accept first consideration of ORDINANCE 2104.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Ordinance 2104

ORDINANCE 2104

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF ANKENY, IOWA, BY AMENDING PROVISIONS PERTAINING TO SEWER SERVICE CHARGES

BE IT ENACTED by the City Council of the City of Ankeny, Iowa:

SECTION 1. SECTION MODIFIED. Section 98.07, Paragraph 1, of the Code of Ordinances of the City of Ankeny, Iowa, is repealed effective July 1, 2022 and the following adopted in lieu thereof:

98.07 RATES.

1. For bills due and payable on or after July 1, 2022, the following rates will apply.

   A. Service Availability Charge. There is imposed for each billing period, a service availability charge upon each separately metered residential, commercial, industrial or educational premises, directly or indirectly served by a connection to the sanitary sewer system based on the following:

Meter Size	Meter Equivalence Factor	Monthly Equivalent Meter Cost	Monthly Billing Cost	Monthly SAC Charge
5/8"	1	$ 14.53	$ 2.96	$ 17.49
3/4"	1.5	$ 21.80	$ 2.96	$ 24.76
1"	2.5	$ 36.33	$ 2.96	$ 39.29
1 1/2"	5	$ 72.66	$ 2.96	$ 75.62
2"	8	$ 116.27	$ 2.96	$ 119.23
3"	17.5	$ 254.34	$ 2.96	$ 257.30
4"	50	$ 726.70	$ 2.96	$ 729.66
6"	100	$ 1,453.40	$ 2.96	$ 1,456.36
8"	175	$ 2,543.46	$ 2.96	$ 2,546.42

   B. Sewer User Charge. In addition to the service availability charge, each customer shall pay a user charge of $2.96 per 1,000 gallons of water (or wastewater) consumed upon the premises and as measured by the water (or wastewater) meter in accordance with Section 98.06, for operation, maintenance and replacement of the system; and an additional $3.50 per 1,000 gallons of water (or wastewater) consumed for debt retirement.

SECTION 2. SEVERABILITY CLAUSE. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the

ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 3. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

PASSED by the Council the _____ day of _____, 2022.

ATTEST: Mark E. Holm, Mayor

Denise L. Hoy, City Clerk

PUBLISHED IN THE
DES MOINES REGISTER
ON THE ____ DAY OF _____, 2022

1st Con 03/07/22
2nd Con _____
3rd Con _____

??

ANKENY CITY COUNCIL

City Council Agenda

March 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: ?? COUNCIL GOAL:

City Manager

Exercise Financial Discipline

ACTION REQUESTED:

Ordinance - 1st Reading

LEGAL:

No Review Required

SUBJECT:

Ord 2105: An Ordinance amending the Code of Ordinances of the City of Ankeny, Iowa, by amending provisions pertaining to stormwater management fees.

EXECUTIVE SUMMARY:

The ordinance under consideration increases the maximum ERU per month for commercial, industrial and multi-family from 60 ERU to 70 ERU, effective July 1, 2022. The stormwater management fees will remain at $6.50 per ERU per month.

FISCAL IMPACT: **??Yes**

Below is an illustration of the impact of the proposed utility rate changes:

	FY 2023	FY 2022	$ Difference	% Difference
Solid Waste	$ 59.04	$ 53.88	$ 5.16	9.58%
Water	419.38	396.99	22.39	5.64%
Sewer	519.96	536.04	(16.08)	-3.00%
Storm Water	78.00	78.00	-	0.00%
	$1,076.38	$1,064.91	$ 11.47	1.08%

It assumes a residential customer with a 5/8" meter using 4,000 gallons of water per month and 1 ERU for storm water purposes.

As you can see from the illustration, this customer will see an increase of $11.47 in their utility bill for FY 2023.

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

Utility rate recommendations were presented to the City Council at the February 28, 2022 Budget Workshop.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to accept first consideration of ORDINANCE 2105.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Ordinance 2105

ORDINANCE 2105

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF ANKENY, IOWA, BY AMENDING PROVISIONS PERTAINING TO STORMWATER MANAGEMENT FEES

BE IT ENACTED by the City Council of the City of Ankeny, Iowa:

SECTION 1. SECTION MODIFIED. Section 107.02, Paragraph 3, of the Code of Ordinances of the City of Ankeny, Iowa is repealed effective July 1, 2022 and the following adopted in lieu thereof:

107.02 STORMWATER MANAGEMENT FEES.

3. Commercial, Industrial and Multi-Family: $6.50 per ERU per month up to a maximum of 70 ERUs.

SECTION 2. SEVERABILITY CLAUSE. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 3. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

PASSED by the Council the _____ day of _____, 2022.

ATTEST: Mark E. Holm, Mayor

Denise L. Hoy, City Clerk

PUBLISHED IN THE DES MOINES REGISTER ON THE ____ DAY OF _____, 2022

1st Con 03/07/22
2nd Con _____
3rd Con _____

??

ANKENY CITY COUNCIL

City Council Agenda

March 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: COUNCIL GOAL: ??

City Clerk

ACTION REQUESTED:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Proposed SE Delaware Avenue HMA Widening (PH 2022-22)

EXECUTIVE SUMMARY:

The SE Delaware Avenue HMA Widening project includes the widening of SE Delaware Avenue from SE 72nd Street to SE 66th Street. This project also includes the milling and Hot Mix Asphalt (HMA) overlay of the existing travel lanes within the same limits.

The improvements include approximately 3,400 TONS of HMA, 4,850 SY of pavement scarification, 400 SY of PCC pavement widening, 2,900 LF of subdrain, 250 LF of storm sewer, storm sewer intake structures, earthwork, subgrade preparation, modified subbase, sidewalk, removal and replacement of driveways, pavement markings, traffic control, mobilization, and miscellaneous associated work necessary to complete the project.

The bid opening for this project was held on Tuesday, March 1, 2022. Four (4) bids were received as follows:

1. Grimes Asphalt and Paving Corporation $915,737.43

2. OMG Midwwest, Inc. dba Des Moines Asphalt and Paving $984,274.21

3. InRoads, LLC $1,081,223.12

4. Hawkeye Paving Corp. $1,115,033.77

The Engineer's Estimate for the project was $875,000.00. The bids ranged from approximately 5% above to 27% above the estimate. Public Works staff reviewed the bid results both internally and with the project's engineering consultant. Grimes Asphalt and Paving Corporation has completed other projects for the City of Ankeny. It is recommended that the project be awarded to Grimes Asphalt and Paving Corporation of Des Moines, Iowa.

Pending project approval and award by the City Council, the Contractor shall fully complete the entire project within eighty (80) working days. The project shall begin no earlier than May 2, 2022 and no later than June 6, 2022.

FISCAL IMPACT: **??Yes**

This project is included in the current Capital Improvement Program with construction scheduled for 2022.

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the Council take the following action:

1. Hold a hearing on the proposed Contract Documents (plans, specifications, and form of contract), and estimated cost ($875,000.00).

2. Approve Resolution, adopting said plans, specifications, form of contract, and estimated cost for the

SE Delaware Avenue HMA Widening project.

3. Receive and file the report of bids received on March 1, 2022.

4. Approve Resolution, making award of construction contract to Grimes Asphalt and Paving Corporation of Des Moines, Iowa.

5. Approve Resolution, approving contract and bonds with Grimes Asphalt and Paving Corp in the amount of $915,737.43.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

February 7, 2022: The City Council approved a Resolution ordering construction and setting the bid opening date as March 1, 2022, and setting the public hearing date as March 7, 2022.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to adopt 1) RESOLUTION adopting plans, specifications, form of contract and estimate of cost $875,000.00; 2) receive and file report of bids received March 1, 2022; 3) adopt RESOLUTION making award of construction contract with Grimes Asphalt and Paving Corp. in the amount of $915,737.43; and 4) adopt RESOLUTION approving contract and bonds with Grimes Asphalt and Paving Corp. in the amount of $915,737.43.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Bid Sheet
RES - plans, specs
Bid Tab
RES - making award
RES - approving contract
Contract
Location Map

city of Ankeny
bringing it all together

BID LETTING **10:30 A.M.** **MARCH 1, 2022**

SE DELAWARE AVE HMA WIDENING

The purpose of this meeting is to receive, open and tabulate bids for construction of the SE Delaware Ave HMA Widening project in accordance with the Plans and Specifications prepared by JEO Consulting Group.

Mark Mueller, Public Works Director

Project Estimate of Cost $875,000

	Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (none) Acknowledged
1)	✓	Inroads Paving 4224 Hubbell Ave Des Moines, IA 50317	$1,081,223.12	
2)	✓	Hawkeye Paving Corp. 801 42nd St. South Bettendorf, IA 52722	$1,115,033.77	
3)	✓	OMG Midwest dba Des Moines Asphalt + Paving PO Box 3365 - Des Moines IA 50316	$984,274.21	
* 4)	✓	Grimes Asphalt + Paving PO Box 3374 Des Moines, IA 50316	$915,737.43	
5)				
6)				

*Apparent Low Bidder

Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (none) Acknowledged
7) ____			
8) ____			
9) ____			
10) ____			
11) ____			
12) ____			
13) ____			

*Apparent Low Bidder

Bids will be reviewed and further action taken by the City Council at their next regular meeting of March 7, 2022 at 5:30 P.M.

Mark Mueller

Mark Mueller, Public Works Director

ATTEST:

Denise L. Hoy

Denise L. Hoy, City Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE SE DELAWARE AVENUE HMA WIDENING", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE SE DELAWARE AVENUE HMA WIDENING

WHEREAS, on the **7th** day of **February**, 2022, plans, specifications, form of contract and estimate of cost were filed with the Clerk for the construction of certain public improvements described in general as the SE Delaware Avenue HMA Widening; and

WHEREAS, notice of hearing on plans, specifications, form of contract and estimate of cost for the public improvements was published as required by law.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ANKENY, STATE OF IOWA:

Section 1. That the plans, specifications, form of contract and estimate of cost are hereby approved as the plans, specifications, form of contract and estimate of cost for the public improvements, as described in the preamble of this Resolution.

PASSED AND APPROVED this 7th day of March, 2022.

_____

Mayor

ATTEST:

_____

City Clerk

Tab Sheet

PROJECT | SE Delaware Avenue HMA Widening

JEO PROJECT NO. | 201512.00

LOCATION | Ankeny, IA

					Engineer's Estimate		Grimes Asphalt & Paving		Des Moines Asphalt & Paving		InRoads LLC		Hawkeye Paving Corp	
Item #	Item Code	Description	Qty.	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	2101-0850001	CLEARING AND GRUBBING	0.04	ACRE	$1,500.00	$60.00	$34,125.00	$1,365.00	$32,875.00	$1,315.00	$28,000.00	$1,120.00	$80,000.00	$3,200.00
2	2101-0850002	CLEARING AND GRUBBING	3	UNIT	$30.00	$90.00	$455.00	$1,365.00	$439.00	$1,317.00	$600.00	$1,800.00	$105.00	$315.00
3	2102-2625001	EMBANKMENT-IN-PLACE, CONTRACTOR FURNISHED	1863	CY	$15.00	$27,945.00	$16.00	$29,808.00	$15.25	$28,410.75	$16.00	$29,808.00	$20.00	$37,260.00
4	2102-2710070	EXCAVATION, CLASS 10, ROADWAY AND BORROW	1807	CY	$15.00	$27,105.00	$10.50	$18,973.50	$10.25	$18,521.75	$11.00	$19,877.00	$20.00	$36,140.00
5	2105-8425015	TOPSOIL, STRIP, SALVAGE AND SPREAD	2020	CY	$10.00	$20,200.00	$13.00	$26,260.00	$12.25	$24,745.00	$12.50	$25,250.00	$20.00	$40,400.00
6	2107-0875000	COMPACTION WITH MOISTURE AND DENSITY CONTROL	1807	CY	$10.00	$18,070.00	$10.50	$18,973.50	$10.25	$18,521.75	$10.50	$18,973.50	$6.00	$10,842.00
7	2115-0100000	MODIFIED SUBBASE	849.2	CY	$45.00	$38,214.00	$73.50	$62,416.20	$71.00	$60,293.20	$80.00	$67,936.00	$90.00	$76,428.00
8	2121-7425020	GRANULAR SHOULDERS, TYPE B	527	TON	$30.00	$15,810.00	$46.50	$24,505.50	$29.25	$15,414.75	$55.00	$28,985.00	$46.00	$24,242.00
9	2123-7450020	SHOULDER FINISHING, EARTH	3.6	STA	$300.00	$1,080.00	$945.00	$3,402.00	$910.00	$3,276.00	$1,000.00	$3,600.00	$400.00	$1,440.00
10	2213-2713300	EXCAVATION, CLASS 13, FOR WIDENING	53	CY	$15.00	$795.00	$22.25	$1,179.25	$21.25	$1,126.25	$22.00	$1,166.00	$20.00	$1,060.00
11	2213-6745500	REMOVAL OF CURB	3.6	STA	$3,000.00	$10,800.00	$1,470.00	$5,292.00	$1,415.00	$5,094.00	$1,500.00	$5,400.00	$1,000.00	$3,600.00
12	2214-5145150	PAVEMENT SCARIFICATION	4865	SY	$12.00	$58,380.00	$3.00	$14,595.00	$5.00	$24,325.00	$5.00	$24,325.00	$3.00	$14,595.00
13	2301-6911722	PORTLAND CEMENT CONCRETE PAVEMENT SAMPLES	1	LS	$2,000.00	$2,000.00	$2,500.00	$2,500.00	$2,525.00	$2,525.00	$3,250.00	$3,250.00	$5,000.00	$5,000.00
14	2303-1031750	HOT MIX ASPHALT HIGH TRAFFIC, BASE COURSE, 3/4 IN. MIX	1563.5	TON	$45.00	$70,357.50	$45.00	$70,357.50	$53.00	$82,865.50	$63.00	$98,500.50	$45.00	$70,357.50
15	2303-1032500	HOT MIX ASPHALT HIGH TRAFFIC, INTERMEDIATE COURSE, 1/2 IN. MIX	863.7	TON	$45.00	$38,866.50	$45.00	$38,866.50	$63.00	$54,413.10	$63.00	$54,413.10	$45.00	$38,866.50
16	2303-1033500	COURSE, 1/2 IN. MIX, NO SPECIAL FRICTION REQUIREMENT	896	TON	$45.00	$40,320.00	$45.00	$40,320.00	$63.00	$56,448.00	$63.00	$56,448.00	$45.00	$40,320.00
17	2303-1258283	ASPH BINDER, PG 58-28H, HIGH TRAFFIC	199.3	TON	$550.00	$109,615.00	$663.40	$132,215.62	$688.20	$137,158.26	$690.00	$137,517.00	$670.00	$133,531.00
18	2315-8275025	SURFACING, DRIVEWAY, CLASS A CRUSHED STONE	18	TON	$25.00	$450.00	$58.00	$1,044.00	$35.50	$639.00	$65.00	$1,170.00	$40.00	$720.00
19	2416-0100024	APRONS, CONCRETE, 24 IN. DIA.	8	EACH	$2,000.00	$16,000.00	$3,412.50	$27,300.00	$3,285.00	$26,280.00	$3,550.00	$28,400.00	$3,300.00	$26,400.00
20	2416-0102224	APRON, LOW CLEARANCE CONCRETE, EQUIVALENT DIAMETER 24 IN.	2	EACH	$2,500.00	$5,000.00	$3,675.00	$7,350.00	$3,550.00	$7,100.00	$3,675.00	$7,350.00	$4,000.00	$8,000.00
21	2416-1190224	CULVERT, LOW CLEARANCE CONCRETE ENTRANCE PIPE, EQ. DIAMETER 24 IN.	42	LF	$100.00	$4,200.00	$136.50	$5,733.00	$132.00	$5,544.00	$150.00	$6,300.00	$330.00	$13,860.00
22	2435-0140600	MANHOLE, STORM SEWER, SW-406	1	EACH	$5,000.00	$5,000.00	$6,300.00	$6,300.00	$6,065.00	$6,065.00	$6,300.00	$6,300.00	$9,000.00	$9,000.00
23	2435-0250100	INTAKE, SW-501	1	EACH	$5,000.00	$5,000.00	$4,200.00	$4,200.00	$4,045.00	$4,045.00	$4,200.00	$4,200.00	$6,100.00	$6,100.00
24	2435-0251300	INTAKE, SW-512, 30 IN.	2	EACH	$3,500.00	$7,000.00	$3,150.00	$6,300.00	$3,035.00	$6,070.00	$3,150.00	$6,300.00	$4,400.00	$8,800.00
25	2435-0600010	MANHOLE ADJUSTMENT, MINOR	1	EACH	$1,500.00	$1,500.00	$1,995.00	$1,995.00	$1,920.00	$1,920.00	$2,000.00	$2,000.00	$3,000.00	$3,000.00
26	2502-8212036	SUBDRAIN, LONGITUDINAL, (SHOULDER) 6 IN. DIA.	2945	LF	$10.00	$29,450.00	$25.25	$74,361.25	$24.25	$71,416.25	$25.00	$73,625.00	$26.00	$76,570.00
27	2502-8221303	SUBDRAIN OUTLET, DR-303	1	EACH	$550.00	$550.00	$525.00	$525.00	$506.00	$506.00	$525.00	$525.00	$1,500.00	$1,500.00
28	2502-8221305	SUBDRAIN OUTLET, DR-305	15	EACH	$550.00	$8,250.00	$577.50	$8,662.50	$556.00	$8,340.00	$580.00	$8,700.00	$600.00	$9,000.00
29	2503-0114224	STORM SWR G-MAIN,TRENCHED, RCP 2000D,24"	258	LF	$100.00	$25,800.00	$94.50	$24,381.00	$91.00	$23,478.00	$95.00	$24,510.00	$180.00	$46,440.00
30	2503-0114230	STORM SWR G-MAIN,TRENCHED, RCP 2000D,30"	6	LF	$125.00	$750.00	$210.00	$1,260.00	$203.00	$1,218.00	$210.00	$1,260.00	$400.00	$2,400.00
31	2503-0200036	REMOVE STORM SEWER PIPE LESS THAN OR EQUAL TO 36 IN.	361	LF	$30.00	$10,830.00	$21.00	$7,581.00	$20.25	$7,310.25	$21.00	$7,581.00	$30.00	$10,830.00
32	2507-3250005	ENGINEERING FABRIC	127	SY	$5.00	$635.00	$5.25	$666.75	$5.25	$666.75	$5.50	$698.50	$12.00	$1,524.00
33	2507-8029000	EROSION STONE	90	TON	$60.00	$5,400.00	$63.00	$5,670.00	$61.00	$5,490.00	$63.00	$5,670.00	$80.00	$7,200.00
34	2510-6745850	REMOVAL OF PAVEMENT	688.5	SY	$10.00	$6,885.00	$11.00	$7,573.50	$10.25	$7,057.13	$10.50	$7,229.25	$28.00	$19,278.00
35	2510-6750600	REMOVAL OF INTAKES AND UTILITY ACCESSES	1	EACH	$750.00	$750.00	$1,050.00	$1,050.00	$1,015.00	$1,015.00	$1,100.00	$1,100.00	$1,200.00	$1,200.00
36	2511-6745900	REMOVAL OF SIDEWALK	64.7	SY	$10.00	$647.00	$26.25	$1,698.38	$25.25	$1,633.68	$27.00	$1,746.90	$26.00	$1,682.20
37	2511-7526005	SIDEWALK, P.C. CONCRETE, 5 IN.	293.3	SY	$60.00	$17,598.00	$56.00	$16,424.80	$70.75	$20,750.98	$62.00	$18,184.60	$125.00	$36,662.50
38	2511-7526006	SIDEWALK, P.C. CONCRETE, 6 IN.	52.1	SY	$65.00	$3,386.50	$120.00	$6,252.00	$102.00	$5,314.20	$70.00	$3,647.00	$150.00	$7,815.00
39	2511-7528101	DETECTABLE WARNINGS	64	SF	$50.00	$3,200.00	$64.00	$4,096.00	$56.00	$3,584.00	$53.00	$3,392.00	$75.00	$4,800.00
40	2515-2475008	DRIVEWAY, P.C. CONCRETE, 8 IN.	508.2	SY	$85.00	$43,197.00	$78.00	$39,639.60	$78.50	$39,893.70	$66.00	$33,541.20	$125.00	$63,525.00
41	2515-6745600	REMOVAL OF PAVED DRIVEWAY	680.5	SY	$15.00	$10,207.50	$11.00	$7,485.50	$10.25	$6,975.13	$11.00	$7,485.50	$14.00	$9,527.00
42	2524-6765010	REMOVE AND REINSTALL SIGN AS PER PLAN	3	EACH	$250.00	$750.00	$211.00	$633.00	$305.00	$915.00	$200.00	$600.00	$200.00	$600.00
43	2524-9275100	WOOD POSTS FOR TYPE A OR B SIGNS, 4 IN. X 4 IN.	112	LF	$30.00	$3,360.00	$16.00	$1,792.00	$22.25	$2,492.00	$15.00	$1,680.00	$15.00	$1,680.00
44	2524-9325001	TYPE A SIGNS, SHEET ALUMINUM	34	SF	$20.00	$680.00	$32.00	$1,088.00	$20.25	$688.50	$30.00	$1,020.00	$30.00	$1,020.00
45	2527-9263109	PAINTED PAVEMENT MARKINGS, WATERBORNE OR SOLVENT-BASED	56.32	STA	$20.00	$1,126.40	$74.75	$4,209.92	$42.50	$2,393.60	$71.00	$3,998.72	$71.00	$3,998.72
46	2527-9263117	PAINTED PAVEMENT MARKINGS, DURABLE	60.93	STA	$120.00	$7,311.60	$95.00	$5,788.35	$75.75	$4,615.45	$90.00	$5,483.70	$90.00	$5,483.70
47	2527-9263143	PAINTED SYMBOLS AND LEGENDS, DURABLE	6	EACH	$150.00	$900.00	$158.00	$948.00	$305.00	$1,830.00	$150.00	$900.00	$150.00	$900.00
48	2527-9263180	PAVEMENT MARKINGS REMOVED	53.02	STA	$250.00	$13,255.00	$42.00	$2,226.84	$71.00	$3,764.42	$40.00	$2,120.80	$40.00	$2,120.80
49	2527-9270111	GROOVES CUT FOR PAVEMENT MARKINGS	49.91	STA	$65.00	$3,244.15	$37.00	$1,846.67	$50.50	$2,520.46	$35.00	$1,746.85	$35.00	$1,746.85
50	2527-9270120	GROOVES CUT FOR SYMBOLS AND LEGENDS	6	EACH	$250.00	$1,500.00	$105.00	$630.00	$171.00	$1,026.00	$100.00	$600.00	$100.00	$600.00
51	2528-8445110	TRAFFIC CONTROL	1	LS	$15,000.00	$15,000.00	$9,900.00	$9,900.00	$17,600.00	$17,600.00	$42,500.00	$42,500.00	$22,000.00	$22,000.00
52	2528-9290050	PORTABLE DYNAMIC MESSAGE SIGN (PDMS)	20	CDAY	$150.00	$3,000.00	$158.00	$3,160.00	$152.00	$3,040.00	$150.00	$3,000.00	$150.00	$3,000.00
53	2533-4980005	MOBILIZATION	1	LS	$60,210.85	$60,210.85	$54,550.00	$54,550.00	$64,000.00	$64,000.00	$87,588.00	$87,588.00	$50,000.00	$50,000.00
54	2552-0000300	TRENCH COMPACTION TESTING	1	LS	$4,000.00	$4,000.00	$3,700.00	$3,700.00	$3,805.00	$3,805.00	$3,675.00	$3,675.00	$2,000.00	$2,000.00
55	2554-0212040	VALVE BOX ADJUSTMENT, MINOR	1	EACH	$500.00	$500.00	$315.00	$315.00	$305.00	$305.00	$315.00	$315.00	$1,000.00	$1,000.00
56	2554-0214000	FIRE HYDRANT ADJUSTMENT	3	EACH	$2,500.00	$7,500.00	$1,575.00	$4,725.00	$1,550.00	$4,650.00	$2,425.00	$7,275.00	$5,500.00	$16,500.00
57	2599-9999010	TEMPORARY ACCESS DRIVE	1	LS	$10,000.00	$10,000.00	$14,700.00	$14,700.00	$16,900.00	$16,900.00	$21,225.00	$21,225.00	$12,000.00	$12,000.00
58	2599-9999018	PORTLAND CEMENT CONCRETE PAVEMENT WIDENING, 10.5 IN.	392.6	SY	$80.00	$31,408.00	$75.00	$29,445.00	$102.00	$40,045.20	$110.00	$43,186.00	$150.00	$58,890.00
59	2601-2634100	MULCHING, BONDED FIBER MATRIX	3.2	ACRE	$3,000.00	$9,600.00	$2,950.00	$9,440.00	$2,900.00	$9,280.00	$2,800.00	$8,960.00	$3,000.00	$9,600.00
60	2601-2636043	SEEDING AND FERTILIZING (RURAL)	1.6	ACRE	$1,500.00	$2,400.00	$1,100.00	$1,760.00	$1,065.00	$1,704.00	$1,050.00	$1,680.00	$2,400.00	$3,840.00
61	2601-2642100	STABILIZING CROP - SEEDING AND FERTILIZING	1.6	ACRE	$1,500.00	$2,400.00	$158.00	$252.80	$152.00	$243.20	$150.00	$240.00	$500.00	$800.00
62	2602-0000020	SILT FENCE	1580	LF	$1.50	$2,370.00	$2.00	$3,160.00	$1.80	$2,844.00	$1.75	$2,765.00	$1.50	$2,370.00
63	2602-0000030	SILT FENCE FOR DITCH CHECKS	400	LF	$1.50	$600.00	$2.00	$800.00	$1.80	$720.00	$1.75	$700.00	$2.00	$800.00

					Engineer's Estimate		Grimes Asphalt & Paving		Des Moines Asphalt & Paving		InRoads LLC		Hawkeye Paving Corp	
64	2602-0000071	REMOVAL OF SILT FENCE OR SILT FENCE FOR DITCH CHECKS	1980	LF	$1.00	$1,980.00	$0.10	$198.00	$0.15	$297.00	$0.10	$198.00	$0.10	$198.00
65	2602-0000312	PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 12 IN. DIA.	60	LF	$3.00	$180.00	$3.00	$180.00	$2.80	$168.00	$2.75	$165.00	$4.00	$240.00
66	2602-0000351	REMOVAL OF PERIMETER AND SLOPE OR DITCH CHECK SEDIMENT CONTROL DEVICE	60	LF	$0.50	$30.00	$0.50	$30.00	$0.50	$30.00	$0.35	$21.00	$1.00	$60.00
67	2602-0000530	GRATE INTAKE SEDIMENT FILTER BAG	1	EACH	$150.00	$150.00	$211.00	$211.00	$205.00	$205.00	$200.00	$200.00	$125.00	$125.00
68	2602-0000540	MAINTENANCE OF GRATE INTAKE SEDIMENT FILTER BAG	2	EACH	$50.00	$100.00	$37.00	$74.00	$40.00	$80.00	$35.00	$70.00	$10.00	$20.00
69	2602-0000550	REMOVAL OF GRATE INTAKE SEDIMENT FILTER BAG	1	EACH	$50.00	$50.00	$30.00	$30.00	$30.00	$30.00	$25.00	$25.00	$10.00	$10.00
TOTAL AMOUNT BID						$875,000.00		$915,737.43		$984,274.21		$1,081,223.12		$1,115,033.77

Council Member _____ introduced the following Resolution entitled "RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE SE DELAWARE AVENUE HMA WIDENING", and moved:

☒ that the Resolution be adopted.

☐ ADJOURN to permit the Engineer to review and make recommendation on said bids, therefore defer action on the Resolution to the meeting to be held at _____ _____.M. on _____, 2022, at this place.

Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE SE DELAWARE AVENUE HMA WIDENING

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ANKENY, STATE OF IOWA:

Section 1. That the following bid for the construction of certain public improvements described in general as the SE Delaware Avenue HMA Widening, described in the plans and specifications heretofore adopted by this Council on March 7, 2022, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

Contractor: **Grimes Asphalt & Paving Corp** of **Des Moines, Iowa**

Amount of bid: $**915,737.43**

Portion of project: All construction work

Section 2. That the Mayor and Clerk are hereby directed to execute the contract with the contractor for the construction of the public improvements, such contract not to be binding on the City until approved by this Council.

PASSED AND APPROVED this 7th day of March, 2022.

_____
Mayor

ATTEST:

_____
City Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND FOR THE SE DELAWARE AVENUE HMA WIDENING", and moved its adoption. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND FOR THE SE DELAWARE AVENUE HMA WIDENING

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ANKENY, STATE OF IOWA:

That the construction contract and bond executed and insurance coverage for the construction of certain public improvements described in general as the SE Delaware Avenue HMA Widening, and as described in detail in the plans and specifications heretofore approved, and which have been signed by the Mayor and Clerk on behalf of the City be and the same are hereby approved as follows:

Contractor: **Grimes Asphalt & Paving Corp** of **Des Moines, Iowa**

Amount of bid: **$915,737.43**

Bond surety: _____

Date of bond: _____

Portion of project: All construction work

PASSED AND APPROVED this **7th** day of **March**, 2022.

_____
Mayor

ATTEST:

_____
City Clerk

CONTRACT

THIS CONTRACT, made and entered into at **Ankeny, Iowa** this 7th day of March, 2022, by and between the **City of Ankeny, Iowa** by its **Mayor**, upon order of its **City Council** hereinafter called the "Jurisdiction," and Grimes Asphalt and Paving Corporation, hereinafter called the "Contractor."

WITNESSETH:

The Contractor hereby agrees to complete the work comprising the below referenced improvements as specified in the Contract Documents, which are officially on file with the Jurisdiction, in the office of the **City Clerk**. This Contract includes all Contract Documents. The work under this Contract shall be constructed in accordance with the SUDAS Standard Specifications, Most Recent Edition, and as further modified by the Supplemental Specifications and Special Provisions included in said Contract Documents. 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: Bid Items, Quantities, and Prices, which were proposed by the Contractor in its Proposal submitted in accordance with the Notice to Bidders and Notice of Public Hearing for the following described improvements:

SE DELAWARE AVENUE HMA WIDENING

The SE Delaware Avenue HMA Widening project includes the widening of SE Delaware Avenue from SE 72nd Street to SE 66th Street. This project also includes the milling and Hot Mix Asphalt (HMA) overlay of the existing travel lanes within the same limits.

The improvements include approximately 3,400 TONS of HMA, 4,850 SY of pavement scarification, 400 SY of PCC pavement widening, 2,900 LF of subdrain, 250 LF of storm sewer, storm sewer intake structures, earthwork, subgrade preparation, modified subbase, sidewalk, removal and replacement of driveways, pavement markings, traffic control, mobilization, and miscellaneous associated work necessary to complete the project.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of Nine Hundred Fifteen Thousand, Seven Hundred Thirty-Seven and 43/100 DOLLARS ($915,737.43), which amount shall constitute the required amount of the Performance, Payment, and Maintenance Bond. The Contractor hereby agrees to commence work under this Contract on or before a date to be specified in a written Notice to Proceed by the Jurisdiction; and to complete the project as described in the Notice to Bidders and Notice of Public Hearing as noted below:

The Contractor shall fully complete the overall project within **eighty (80) working days.** Full completion for the overall project shall be defined as all final surface restoration, grading, utility, and pavement construction completed, with the new streets, driveways, and sidewalks fully open to traffic, and all improvements ready for final acceptance. Certain elements of the project require weekend work **and working days will be charged on Saturdays and Sundays that are worked**. Should the Contractor fail to fully complete the work within this timeframe, liquidated damages of **One Thousand Dollars ($1,000.00) per calendar day** will be assessed for work not fully completed within the designated Contract term(s).

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

JURISDICTION:

By: _____

(Seal)
ATTEST:

_____

CONTRACTOR:

Grimes Asphalt and Paving Corporation
Contractor

By: _____
Signature

General Manager
Title

5550 NE 22nd St.
Street Address

Des Moines, IA 50316
City, State, Zip Code

515-266-5173
Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration Number 84880-03 issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.

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 Iowa Department of Workforce Development. 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 is 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 Iowa Code, or as amended, governing foreign corporations.

NOTE:

1. **All signatures on this Contract must be original signatures in ink; copies, facsimiles, or electronic signatures will not be accepted.**

CORPORATE ACKNOWLEDGEMENT

State of Iowa)
) SS
Polk County)

On this 3rd day of March, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Mike Yonker and _____, to me known, who, being by me duly sworn, did say that they are the General Manager, and _____, respectively, of the corporation executing the foregoing instrument; that (no seal has been procured by) (the seal affixed thereto is the seal of) the corporation; that said instrument was signed (and sealed) on behalf of the corporation by authority of this Board of Directors; that Mike Yonker and _____ acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

NOTARIAL SEAL IOWA
JOANN WRIGHT
Commission Number 223207
My Commission Expires
June 23, 2023

JoAnn Wright
Notary Public in and for the State of Iowa
My commission expires 6-23, 2023

PARTNERSHIP ACKNOWLEDGEMENT

State of _____)
) SS
_____ County)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ to me personally known, who being by me duly sworn, did say that the person is one of the partners of _____, a partnership, and that the instrument was signed on behalf of the partnership by authority of the partners and the partner acknowledged the execution of the instrument to be the voluntary act and deed of the partnership by it and by the partner voluntarily executed.

_____
Notary Public in and for the State of _____
My commission expires _____, 20____

INDIVIDUAL ACKNOWLEDGEMENT

State of _____)
) SS
_____ County)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ and _____, to me known to be the identical person(s) named in and who executed the foregoing instrument, and acknowledged that (he) (she) (they) executed the instrument as (his) (her) (their) voluntary act and deed.

_____
Notary Public in and for the State of _____
My commission expires _____, 20____

LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT

State of _____)
) SS
_____ County)

On this _____ day of _____, 20____, before me a Notary Public in and for said county, personally appeared _____, to me personally known, who being by me duly sworn did say that person is _____ of said _____, 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 _____, by authority of its managers and the said _____ acknowledged the execution of said instrument to be the voluntary act and deed of said _____, by it voluntarily executed.

_____
Notary Public in and for the State of _____
My commission expires _____, 20____

CONTRACT ATTACHMENT: BID ITEMS, QUANTITIES, AND PRICES

This Contract is awarded and executed for completion of the work specified in the Contract Documents for the bid prices tabulated below as proposed by the Contractor in its Proposal submitted in accordance with the Notice to Bidders and Notice of Public Hearing. All quantities are subject to revision by the Jurisdiction. Quantity changes that amount to twenty percent (20%) or less of the amount bid shall not affect the unit bid price.

ITEM NO.	ITEM CODE	BID ITEM	UNIT	TOTAL	UNIT PRICE	TOTAL PRICE
1	2101-0850001	CLEARING AND GRUBBING	ACRE	0.04	$34,125.00	$1,365.00
2	2101-0850002	CLEARING AND GRUBBING	UNIT	3	$455.00	$1,365.00
3	2102-2625001	EMBANKMENT-IN-PLACE, CONTRACTOR FURNISHED	CY	1863	$16.00	$29,808.00
4	2102-2710070	EXCAVATION, CLASS 10, ROADWAY AND BORROW	CY	1807	$10.50	$18,973.50
5	2105-8425015	TOPSOIL, STRIP, SALVAGE AND SPREAD	CY	2020	$13.00	$26,260.00
6	2107-0875000	COMPACTION WITH MOISTURE AND DENSITY CONTROL	CY	1807	$10.50	$18,973.50
7	2115-0100000	MODIFIED SUBBASE	CY	849.2	$73.50	$62,416.20
8	2121-7425020	GRANULAR SHOULDERS, TYPE B	TON	527	$46.50	$24,505.50
9	2123-7450020	SHOULDER FINISHING, EARTH	STA	3.6	$945.00	$3,402.00
10	2213-2713300	EXCAVATION, CLASS 13, FOR WIDENING	CY	53	$22.25	$1,179.25
11	2213-6745500	REMOVAL OF CURB	STA	3.6	$1,470.00	$5,292.00
12	2214-5145150	PAVEMENT SCARIFICATION	SY	4865	$3.00	$14,595.00
13	2301-6911722	PORTLAND CEMENT CONCRETE PAVEMENT SAMPLES	LS	1	$2,500.00	$2,500.00
14	2303-1031750	HOT MIX ASPHALT HIGH TRAFFIC, BASE COURSE, 3/4 IN. MIX	TON	1563.5	$45.00	$70,357.50
15	2303-1032500	HOT MIX ASPHALT HIGH TRAFFIC, INTERMEDIATE COURSE, 1/2 IN. MIX	TON	863.7	$45.00	$38,866.50
16	2303-1033500	HOT MIX ASPHALT HIGH TRAFFIC, SURFACE COURSE, 1/2 IN. MIX, NO SPECIAL FRICTION REQUIREMENT	TON	896.0	$45.00	$40,320.00
17	2303-1258283	ASPH BINDER, PG 58-28H, HIGH TRAFFIC	TON	199.3	$663.40	$132,215.62

ITEM NO.	ITEM CODE	BID ITEM	UNIT	TOTAL	UNIT PRICE	TOTAL PRICE
18	2315-8275025	SURFACING, DRIVEWAY, CLASS A CRUSHED STONE	TON	18	$58.00	$1,044.00
19	2416-0100024	APRONS, CONCRETE, 24 IN. DIA.	EACH	8	$3,412.50	$27,300.00
20	2416-0102224	APRON, LOW CLEARANCE CONCRETE, EQUIVALENT DIAMETER 24 IN.	EACH	2	$3,675.00	$7,350.00
21	2416-1190224	CULVERT, LOW CLEARANCE CONCRETE ENTRANCE PIPE, EQ. DIAMETER 24 IN.	LF	42	$136.50	$5,733.00
22	2435-0140600	MANHOLE, STORM SEWER, SW-406	EACH	1	$6,300.00	$6,300.00
23	2435-0250100	INTAKE, SW-501	EACH	1	$4,200.00	$4,200.00
24	2435-0251300	INTAKE, SW-512, 30 IN.	EACH	2	$3,150.00	$6,300.00
25	2435-0600010	MANHOLE ADJUSTMENT, MINOR	EACH	1	$1,995.00	$1,995.00
26	2502-8212036	SUBDRAIN, LONGITUDINAL, (SHOULDER) 6 IN. DIA.	LF	2945	$25.25	$74,361.25
27	2502-8221303	SUBDRAIN OUTLET, DR-303	EACH	1	$525.00	$525.00
28	2502-8221305	SUBDRAIN OUTLET, DR-305	EACH	15	$577.50	$8,662.50
29	2503-0114224	STORM SWR G-MAIN,TRENCHED, RCP 2000D,24"	LF	258	$94.50	$24,381.00
30	2503-0114230	STORM SWR G-MAIN,TRENCHED, RCP 2000D,30"	LF	6	$210.00	$1,260.00
31	2503-0200036	REMOVE STORM SEWER PIPE LESS THAN OR EQUAL TO 36 IN.	LF	361	$21.00	$7,581.00
32	2507-3250005	ENGINEERING FABRIC	SY	127	$5.25	$666.75
33	2507-8029000	EROSION STONE	TON	90	$63.00	$5,670.00
34	2510-6745850	REMOVAL OF PAVEMENT	SY	688.5	$11.00	$7,573.50
35	2510-6750600	REMOVAL OF INTAKES AND UTILITY ACCESSES	EACH	1	$1,050.00	$1,050.00
36	2511-6745900	REMOVAL OF SIDEWALK	SY	64.7	$26.25	$1,698.38
37	2511-7526005	SIDEWALK, P.C. CONCRETE, 5 IN.	SY	293.3	$56.00	$16,424.80
38	2511-7526006	SIDEWALK, P.C. CONCRETE, 6 IN.	SY	52.1	$120.00	$6,252.00
39	2511-7528101	DETECTABLE WARNINGS	SF	64	$64.00	$4,096.00
40	2515-2475008	DRIVEWAY, P.C. CONCRETE, 8 IN.	SY	508.2	$78.00	$39,639.60
41	2515-6745600	REMOVAL OF PAVED DRIVEWAY	SY	680.5	$11.00	$7,485.50

ITEM NO.	ITEM CODE	BID ITEM	UNIT	TOTAL	UNIT PRICE	TOTAL PRICE
42	2524-6765010	REMOVE AND REINSTALL SIGN AS PER PLAN	EACH	3	$211.00	$633.00
43	2524-9275100	WOOD POSTS FOR TYPE A OR B SIGNS, 4 IN. X 4 IN.	LF	112	$16.00	$1,792.00
44	2524-9325001	TYPE A SIGNS, SHEET ALUMINUM	SF	34	$32.00	$1,088.00
45	2527-9263109	PAINTED PAVEMENT MARKINGS, WATERBORNE OR SOLVENT-BASED	STA	56.32	$74.75	$4,209.92
46	2527-9263117	PAINTED PAVEMENT MARKINGS, DURABLE	STA	60.93	$95.00	$5,788.35
47	2527-9263143	PAINTED SYMBOLS AND LEGENDS, DURABLE	EACH	6	$158.00	$948.00
48	2527-9263180	PAVEMENT MARKINGS REMOVED	STA	53.02	$42.00	$2,226.84
49	2527-9270111	GROOVES CUT FOR PAVEMENT MARKINGS	STA	49.91	$37.00	$1,846.67
50	2527-9270120	GROOVES CUT FOR SYMBOLS AND LEGENDS	EACH	6	$105.00	$630.00
51	2528-8445110	TRAFFIC CONTROL	LS	1	$9,900.00	$9,900.00
52	2528-9290050	PORTABLE DYNAMIC MESSAGE SIGN (PDMS)	CDAY	20	$158.00	$3,160.00
53	2533-4980005	MOBILIZATION	LS	1	$54,550.00	$54,550.00
54	2552-0000300	TRENCH COMPACTION TESTING	LS	1	$3,700.00	$3,700.00
55	2554-0212040	VALVE BOX ADJUSTMENT, MINOR	EACH	1	$315.00	$315.00
56	2554-0214000	FIRE HYDRANT ADJUSTMENT	EACH	3	$1,575.00	$4,725.00
57	2599-9999010	TEMPORARY ACCESS DRIVE	LS	1	$14,700.00	$14,700.00
58	2599-9999018	PORTLAND CEMENT CONCRETE PAVEMENT WIDENING, 10.5 IN.	SY	392.6	$75.00	$29,445.00
59	2601-2634100	MULCHING, BONDED FIBER MATRIX	ACRE	3.2	$2,950.00	$9,440.00
60	2601-2636043	SEEDING AND FERTILIZING (RURAL)	ACRE	1.6	$1,100.00	$1,760.00
61	2601-2642100	STABILIZING CROP - SEEDING AND FERTILIZING	ACRE	1.6	$158.00	$252.80
62	2602-0000020	SILT FENCE	LF	1580	$2.00	$3,160.00
63	2602-0000030	SILT FENCE FOR DITCH CHECKS	LF	400	$2.00	$800.00
64	2602-0000071	REMOVAL OF SILT FENCE OR SILT FENCE FOR DITCH CHECKS	LF	1980	$0.10	$198.00

ITEM NO.	ITEM CODE	BID ITEM	UNIT	TOTAL	UNIT PRICE	TOTAL PRICE
65	2602-0000312	PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 12 IN. DIA.	LF	60	$3.00	$180.00
66	2602-0000351	REMOVAL OF PERIMETER AND SLOPE OR DITCH CHECK SEDIMENT CONTROL DEVICE	LF	60	$0.50	$30.00
67	2602-0000530	GRATE INTAKE SEDIMENT FILTER BAG	EACH	1	$211.00	$211.00
68	2602-0000540	MAINTENANCE OF GRATE INTAKE SEDIMENT FILTER BAG	EACH	2	$37.00	$74.00
69	2602-0000550	REMOVAL OF GRATE INTAKE SEDIMENT FILTER BAG	EACH	1	$30.00	$30.00

TOTAL BID AMOUNT = $915,737.43

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, Grimes Asphalt and Paving Corporation, as Principal (hereinafter the "Contractor" or "Principal") and Western Surety Company, as Surety, are held and firmly bound unto the **City of Ankeny, Iowa**, as Obligee, (hereinafter referred to as 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 Nine Hundred Fifteen Thousand, Seven Hundred Thirty-Seven and 43/100 DOLLARS ($915,737.43), 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 or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Jurisdiction, bearing date the 7th day of March, 2022, (hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

SE DELAWARE AVENUE HMA WIDENING

The SE Delaware Avenue HMA Widening project includes the widening of SE Delaware Avenue from SE 72nd Street to SE 66th Street. This project also includes the milling and Hot Mix Asphalt (HMA) overlay of the existing travel lanes within the same limits.

The improvements include approximately 3,400 TONS of HMA, 4,850 SY of pavement scarification, 400 SY of PCC pavement widening, 2,900 LF of subdrain, 250 LF of storm sewer, storm sewer intake structures, earthwork, subgrade preparation, modified subbase, sidewalk, removal and replacement of driveways, pavement markings, traffic control, mobilization, and miscellaneous associated work necessary to complete the project.

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 Contract Documents.

It is expressly understood and agreed by the Contractor and Surety in this Bond that the following provisions are a part of this Bond and are binding upon said 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 said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, 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 the Surety on this Bond are hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, 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 to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.

3. MAINTENANCE: The Contractor and the Surety on this Bond hereby agree, at their own expense:

   A. To 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)** years from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;

   B. To keep all work in continuous good repair; and

   C. To pay the Jurisdiction's reasonable costs of monitoring and inspecting to assure that any defects are remedied, and to repair 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.

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, which thereby 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 (20%) 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 the liquidated damage penalty is being charged against the Contractor.

   D. 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.

E. 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 where 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, attorney's 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.

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 incurring to the benefit of the Jurisdiction, the Contractor and the Surety agree, jointly and severally, to pay the Jurisdiction all outlay and expense incurred therefore 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 Surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said 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 phase 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 3rd day of March, 20 22.

Surety Countersigned By:

N/A
Signature of Agent

Printed Name of Agent

Company Name

Company Address

City, State, Zip Code

Company Telephone Number

PRINCIPAL:

Grimes Asphalt and Paving Corp.
Contractor

By: _____
Signature

Michael J. Yonker, General Manager
Title

SURETY:

Western Surety Company
Surety Company

By: _____
Signature Attorney-in-Fact Officer

Joshua R. Loftis, Attorney-in-Fact
Printed Name of Attorney-in-Fact Officer

CSDZ, LLC
Company Name

225 South Sixth Street, Suite 1900
Company Address

Minneapolis, MN 55402
City, State, Zip Code

612-349-2400
Company Telephone Number

NOTE:

1. **All signatures on this Performance, Payment, and Maintenance Bond must be original signatures in ink; copies, facsimiles, or electronic signatures will not be accepted.**

2. **This Bond must be sealed with the Surety's raised, embossing 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 of Power or Attorney accompanying this Bond.**

CORPORATE ACKNOWLEDGMENT

State of Iowa)
) ss
County of Polk)

On this 3rd day of March 2022, before me appeared Michael J. Yonker, to me personally known, who, being by me duly sworn, did say that he/she is the General Manager of Grimes Asphalt and Paving Corp., a corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was executed in behalf of said corporation by authority of its Board of Directors, and that said Michael J. Yonker acknowledged said instrument to be the free act and deed of said corporation.

JOANN WRIGHT
Commission Number 223207
My Commission Expires
June 23, 2023

JoAnn Wright
Notary Public Polk County, Iowa
My commission expires 6-23-23

SURETY ACKNOWLEDGMENT

State of Minnesota)
) ss
County of Hennepin)

On this 3rd day of March 2022, before me appeared Joshua R. Loftis, to me personally know, who being by me duly sworn, did say that (s)he is the Attorney-in-Fact of Western Surety Company, a corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was executed in behalf of said corporation by authority of its Board of Directors; and that said Joshua R. Loftis acknowledged said instrument to be the free act and deed of said corporation.

LIN ULVEN
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2025

Notary Public Ramsey County, Minnesota
My commission expires 1/31/2025

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

R. W. Frank, Nicole Stillings, Rachel Thomas, Joshua R. Loftis, Ted Jorgensen, Sandra M. Engstrum, Melinda C. Blodgett, R. C. Bowman, Brian J. Oestreich, Lin Ulven, Emily White, Nathan Weaver, C. White, Individually

of Minneapolis, MN, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 21st day of December, 2021.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 21st day of December, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this **3rd** day of **March** . **2022**

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/3/2022

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
CSDZ, LLC
225 South Sixth Street, Suite 1900
Minneapolis MN 55402

CONTACT NAME: Amy Sanderson
PHONE (A/C, No, Ext): 612-349-2400 **FAX (A/C, No):** 612-349-2490
E-MAIL ADDRESS: asanderson@csdz.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Cincinnati Insurance Company	10677
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED GRIASPPC
Grimes Asphalt and Paving Corporation
PO Box 3333
Des Moines, IA 50313-2530

COVERAGES **CERTIFICATE NUMBER:** 983277814 **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	X COMMERCIAL GENERAL LIABILITY			EPP0431951	4/1/2021	4/1/2022	EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
	X Contr Liab Per						MED EXP (Any one person)	$ 10,000
	X Policy Form/XCU						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	[ ] POLICY [X] PRO-JECT [X] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	[ ] OTHER:							$
A	AUTOMOBILE LIABILITY			EPP0431951	4/1/2021	4/1/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB [X] OCCUR			EPP0431951	4/1/2021	4/1/2022	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 5,000,000
	[ ] DED X RETENTION $ 0							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A		EWC0431972	4/1/2021	4/1/2022	X PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						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)
SE Delaware Avenue HMA Widening

Additional Insured only if required by written contract with respect to General Liability, Automobile Liability and Umbrella/Excess Liability applies on a primary basis and the insurance of the additional insured shall be non-contributory: City of Ankeny, Iowa

The following supersedes the cancellation wording: Should any of the above described policies be cancelled before the expiration date, 30 Days written notice (10 Days for Non-Payment) will be delivered to the certificate holder.

CERTIFICATE HOLDER

City of Ankeny, Iowa
Ankeny City Hall
410 West First Street
Ankeny IA 50023

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

city of Ankeny
bringing it all together

SE Delaware Avenue HMA Widening
Map is for Locational Purposes Only.

W E S N

1 in = 400 ft
Date: 1/4/2021

PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

??

ANKENY CITY COUNCIL

City Council Agenda

March 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: COUNCIL GOAL: ??

City Clerk

ACTION REQUESTED:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Proposed 2022 Pavement Preservation Program - SW State Street (Northbound Lanes) (PH 2022-23)

EXECUTIVE SUMMARY:

The 2022 PCC Pavement Preservation Program – SW State Street (Northbound Lanes) project includes the partial depth repair patching and the crack and joint cleaning and filling of the northbound lanes of SW State Street from just north of SW Oralabor Road to just south of SW Ordnance Road in the City of Ankeny.

The construction improvements include the partial depth repair of approximately 5,250 SF of PCC pavement along with the cleaning and filling of approximately 30,000 LF of cracks and joints along the corridor. Other associated improvements include approximately 250 SY of full-depth PCC patching, temporary traffic control, portable dynamic message signs, mobilization, and miscellaneous associated work necessary to complete the project.

The bid opening for this project was held on Tuesday, March 1, 2022. Two (2) bids were received as follows:

1. Iowa Civil Contracting, Inc. $356,049.20

2. Hawkeye Paving Corp. $365,902.50

The Engineer's Estimate for the project was $385,025.00. The bids ranged from approximately 5% below to 8% below the estimate. Iowa Civil Contracting, Inc. completed the 2021 PCC Pavement Preservation Program - SW State Street (Southbound Lanes) project in 2021 for the City of Ankeny. It is recommended that the project be awarded to Iowa Civil Contracting, Inc. of Victor, Iowa.

Pending project approval and award by the City Council, the Contractor shall fully complete the entire project within forty (40) working days. The project shall begin no earlier than April 4, 2022 and no later than August 1, 2022.

FISCAL IMPACT: **??Yes**

This project is included in the current Capital Improvement Program with construction scheduled for 2022.

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the Council take the following action:

1. Hold a hearing on the proposed Contract Documents (plans, specifications, and form of contract), and estimated cost ($385,025.00).

2. Approve Resolution, adopting said plans, specifications, form of contract, and estimated cost for the 2022 PCC Pavement Preservation Program project.

3. Receive and file the report of bids received on March 1, 2022.

4. Approve Resolution, making award of construction contract to Iowa Civil Contracting, Inc. of Victor, Iowa.

5. Approve Resolution, approving contract and bonds with Iowa Civil Contracting, Inc. in the amount of $356,049.20.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

February 7, 2022: The City Council approved a Resolution ordering construction and setting the bid opening date as March 1, 2022, and setting the public hearing date as March 7, 2022.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to adopt 1) RESOLUTION adopting plans, specifications, form of contract and estimate of cost $385,025.00; 2) receive and file report of bids received March 1, 2022; 3) adopt RESOLUTION making award of construction contract with Iowa Civil Contracting, Inc. in the amount of $356,049.20; and 4) adopt RESOLUTION approving contract and bonds with Iowa Civil Contracting, Inc. in the amount of $356,049.20.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
RES - plans, specs
Bid Sheet
Bid Tab
RES - making award
RES - approving contract
Contract
Location Map

Council Member _____ introduced the following Resolution entitled "RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE 2022 PCC PAVEMENT PRESERVATION PROGRAM - SW STATE STREET (NORTHBOUND LANES)", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE 2022 PCC PAVEMENT PRESERVATION PROGRAM - SW STATE STREET (NORTHBOUND LANES)

WHEREAS, on the **7th** day of **March**, 2022, plans, specifications, form of contract and estimate of cost were filed with the Clerk for the construction of certain public improvements described in general as the 2022 PCC Pavement Preservation Program - SW State Street (Northbound Lanes); and

WHEREAS, notice of hearing on plans, specifications, form of contract and estimate of cost for the public improvements was published as required by law.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ANKENY, STATE OF IOWA:

Section 1. That the plans, specifications, form of contract and estimate of cost are hereby approved as the plans, specifications, form of contract and estimate of cost for the public improvements, as described in the preamble of this Resolution.

PASSED AND APPROVED this 7th day of March, 2022.

_____

Mayor

ATTEST:

_____

City Clerk

city of Ankeny
bringing it all together

BID LETTING **10:30 A.M.** **MARCH 1, 2022**

2022 PCC PAVEMENT PRESERVATION PROGRAM – SW STATE STREET

The purpose of this meeting is to receive, open and tabulate bids for construction of the 2022 PCC Pavement Preservation Program – SW State Street project in accordance with the Plans and Specifications prepared by Ankeny Public Works.

Mark Mueller, Public Works Director

Project Estimate of Cost $385,025

	Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (one) Acknowledged
1)	✓	Hawkeye Paving Corp PO Box 849 Bettendorf, IA 52722	$365,902.50	✓
* 2)	✓	Iowa Civil Contracting PO Box Q Victor IA 52347	$356,049.20	✓
3)				
4)				
5)				
6)				

*Apparent Low Bidder

Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (one) Acknowledged
7) ____	_____	_____	_____
8) ____	_____	_____	_____
9) ____	_____	_____	_____
10) ____	_____	_____	_____
11) ____	_____	_____	_____
12) ____	_____	_____	_____
13) ____	_____	_____	_____

*Apparent Low Bidder

Bids will be reviewed and further action taken by the City Council at their next regular meeting of March 7, 2022 at 5:30 P.M.

Mark Mueller

Mark Mueller, Public Works Director

ATTEST:

Denise L. Hoy

Denise L. Hoy, City Clerk

Bid Tabulation

2022 PCC Pavement Preservation Program

SW State Street (Northbound Lanes)

March 1, 2022

				Engineer's Estimate			Iowa Civil Contracting, Inc.			Hawkeye Paving Corp.		
Item No.	**SUDAS No.**	**Item**	**Unit**	**Total**	**Unit Price**	**Total Price**	**Total**	**Unit Price**	**Total Price**	**Total**	**Unit Price**	**Total Price**
		STRUCTURES FOR SANITARY AND STORM SEWERS										
6.01	6010-E	Manhole Adjustment, Sanitary, Minor, SELFLEVEL Casting	EA	2	$2,500.00	$5,000.00	2	$3,300.00	$6,600.00	2	$4,200.00	$8,400.00
		STREETS AND RELATED WORK										
7.01	7040-A	Full Depth Patches, PCC Class C-SUD, 9" Thick	SY	220	$175.00	$38,500.00	220	$151.56	$33,343.20	220	$140.00	$30,800.00
7.02	7040-A	Full Depth Patches, PCC Class M (5 Hour) , 9" Thick	SY	32	$350.00	$11,200.00	32	$166.00	$5,312.00	32	$170.00	$5,440.00
7.03	7040-C	Partial Depth Patches, PCC, Iowa DOT Class C Patching Material	SF	4,900	$35.00	$171,500.00	4,900	$34.31	$168,119.00	4,900	$32.00	$156,800.00
7.04	7040-C	Partial Depth Patches, PCC, Iowa DOT Class A or B Patching Material	SF	325	$50.00	$16,250.00	325	$50.00	$16,250.00	325	$50.00	$16,250.00
7.05	7040-D	Crack and Joint Cleaning and Filling, Hot Pour	LF	30,275	$3.00	$90,825.00	30,275	$2.60	$78,715.00	30,275	$3.50	$105,962.50
		TRAFFIC CONTROL										
8.01	8020-B	Painted Pavement Markings, Waterborne	LF	300	$10.00	$3,000.00	300	$13.20	$3,960.00	300	$10.00	$3,000.00
8.02	8030-A	Temporary Traffic Control	LS	1	$15,000.00	$15,000.00	1	$15,000.00	$15,000.00	1	$20,000.00	$20,000.00
8.03	8030-999-A	Portable Dynamic Message Sign (PDMS)	CDAY	25	$250.00	$6,250.00	25	$110.00	$2,750.00	25	$150.00	$3,750.00
		MISCELLANEOUS										
11.01	11,020-A	Mobilization	LS	1	$25,000.00	$25,000.00	1	$25,000.00	$25,000.00	1	$15,000.00	$15,000.00
11.02	11,050-A	Concrete Washout, Collection Bags	LS	1	$2,500.00	$2,500.00	1	$1,000.00	$1,000.00	1	$500.00	$500.00
		TOTAL AMOUNT BID =				**$385,025.00**			**$356,049.20**			**$365,902.50**

Council Member _____ introduced the following Resolution entitled "RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE 2022 PCC PAVEMENT PRESERVATION PROGRAM - SW STATE STREET (NORTHBOUND LANES)", and moved:

☒ that the Resolution be adopted.

☐ ADJOURN to permit the Engineer to review and make recommendation on said bids, therefore defer action on the Resolution to the meeting to be held at _____ _____.M. on _____, 2022, at this place.

Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE 2022 PCC PAVEMENT PRESERVATION PROGRAM - SW STATE STREET (NORTHBOUND LANES)

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ANKENY, STATE OF IOWA:

Section 1. That the following bid for the construction of certain public improvements described in general as the 2022 PCC Pavement Preservation Program - SW State Street (Northbound Lanes), described in the plans and specifications heretofore adopted by this Council on March 7, 2022, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

Contractor: **Iowa Civil Contracting, Inc.** of **Victor, Iowa**

Amount of bid: **$356,049.20**

Portion of project: All construction work

Section 2. That the Mayor and Clerk are hereby directed to execute the contract with the contractor for the construction of the public improvements, such contract not to be binding on the City until approved by this Council.

PASSED AND APPROVED this 7th day of March, 2022.

_____
Mayor

ATTEST:

_____
City Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND FOR THE 2022 PCC PAVEMENT PRESERVATION PROGRAM - SW STATE STREET (NORTHBOUND LANES)", and moved its adoption. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND FOR THE 2022 PCC PAVEMENT PRESERVATION PROGRAM - SW STATE STREET (NORTHBOUND LANES)

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ANKENY, STATE OF IOWA:

That the construction contract and bond executed and insurance coverage for the construction of certain public improvements described in general as the 2022 PCC Pavement Preservation Program - SW State Street (Northbound Lanes), and as described in detail in the plans and specifications heretofore approved, and which have been signed by the Mayor and Clerk on behalf of the City be and the same are hereby approved as follows:

Contractor: **Iowa Civil Contracting, Inc.** of **Victor, Iowa**

Amount of bid: **$356,049.20**

Bond surety: _____

Date of bond: _____

Portion of project: All construction work

PASSED AND APPROVED this **7th** day of **March**, 2022.

_____
Mayor

ATTEST:

_____
City Clerk

CONTRACT

THIS CONTRACT, made and entered into at **Ankeny, Iowa** this 7th day of March, 2022, by and between the **City of Ankeny, Iowa** by its **Mayor**, upon order of its **City Council** hereinafter called the "Jurisdiction," and Iowa Civil Contracting, Inc., hereinafter called the "Contractor."

WITNESSETH:

The Contractor hereby agrees to complete the work comprising the below referenced improvements as specified in the Contract Documents, which are officially on file with the Jurisdiction, in the office of the **City Clerk**. This Contract includes all Contract Documents. The work under this Contract shall be constructed in accordance with the SUDAS Standard Specifications, Most Recent Edition, and as further modified by the Supplemental Specifications and Special Provisions included in said Contract Documents. 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: Bid Items, Quantities, and Prices, which were proposed by the Contractor in its Proposal submitted in accordance with the Notice to Bidders and Notice of Public Hearing for the following described improvements:

2022 PCC PAVEMENT PRESERVATION PROGRAM – SW STATE STREET (NORTHBOUND LANES)

The 2022 PCC Pavement Preservation Program – SW State Street (Northbound Lanes) project includes the partial depth repair patching and the crack and joint cleaning and filling of the northbound lanes of SW State Street from just north of SW Oralabor Road to just south of SW Ordnance Road in the City of Ankeny.

The construction improvements include the partial depth repair of approximately 5,250 SF of PCC pavement along with the cleaning and filling of approximately 30,000 LF of cracks and joints along the corridor. Other associated improvements include approximately 250 SY of full-depth patching, temporary traffic control, portable dynamic message signs, mobilization, and miscellaneous associated work necessary to complete the project.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of Three Hundred Fifty-Six Thousand, Forty-Nine and 20/100 DOLLARS ($356,049.20), which amount shall constitute the required amount of the Performance, Payment, and Maintenance Bond. The Contractor hereby agrees to commence work under this Contract on or before a date to be specified in a written Notice to Proceed by the Jurisdiction; and to complete the project as described in the Notice to Bidders and Notice of Public Hearing as noted below:

The Contractor shall fully complete the overall project within **forty (40) working days.** Full completion for the overall project shall be defined as all work completed, and all improvements ready for final acceptance. Should the Contractor fail to fully complete the work within this timeframe, liquidated damages of **One Thousand Dollars ($1,000.00) per calendar day** will be assessed for work not fully completed within the designated Contract term(s).

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

JURISDICTION:

By: _____

(Seal)
ATTEST:

_____

CONTRACTOR:

Iowa Civil Contracting, Inc.
Contractor

By: _____
Signature

President
Title

1106 3rd Street, PO Box Q
Street Address

Victor, IA 52347
City, State, Zip Code

319-647-3561
Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration Number C0960-93 issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.

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 Iowa Department of Workforce Development. 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 is 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 Iowa Code, or as amended, governing foreign corporations.

NOTE:

1. **All signatures on this Contract must be original signatures in ink; copies, facsimiles, or electronic signatures will not be accepted.**

CORPORATE ACKNOWLEDGEMENT

State of Iowa)
) SS
Poweshiek County)

On this 1st day of March, 20 22, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Randy D. Miller ~~and~~ _____, to me known, who, being by me duly sworn, did say that they are the President, ~~and~~ _____, respectively, of the corporation executing the foregoing instrument; that (no seal has been procured by) ~~(the seal affixed thereto is the seal of)~~ the corporation; that said instrument was signed ~~(and sealed)~~ on behalf of the corporation by authority of this Board of Directors; that Randy D. Miller ~~and~~ _____ acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

"No Seal"

Teri Lee Neuhaus

Notary Public in and for the State of Iowa
My commission expires 02/04, 20 24

TERI LEE NEUHAUS
Commission Number 756835
My Commission Expires
February 4, 2024

PARTNERSHIP ACKNOWLEDGEMENT

State of _____)
) SS
_____ County)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ to me personally known, who being by me duly sworn, did say that the person is one of the partners of _____, a partnership, and that the instrument was signed on behalf of the partnership by authority of the partners and the partner acknowledged the execution of the instrument to be the voluntary act and deed of the partnership by it and by the partner voluntarily executed.

_____
Notary Public in and for the State of _____
My commission expires _____, 20____

INDIVIDUAL ACKNOWLEDGEMENT

State of _____)
) SS
_____ County)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ and ___ _____, to me known to be the identical person(s) named in and who executed the foregoing instrument, and acknowledged that (he) (she) (they) executed the instrument as (his) (her) (their) voluntary act and deed.

_____
Notary Public in and for the State of _____
My commission expires _____, 20____

LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT

State of _____)
) SS
_____ County)

On this _____ day of _____, 20____, before me a Notary Public in and for said county, personally appeared _____, to me personally known, who being by me duly sworn did say that person is _____ of said _____, 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 _____ _____, by authority of its managers and the said _____ acknowledged the execution of said instrument to be the voluntary act and deed of said _____ _____, by it voluntarily executed.

_____
Notary Public in and for the State of _____
My commission expires _____, 20____

CONTRACT ATTACHMENT: BID ITEMS, QUANTITIES, AND PRICES

This Contract is awarded and executed for completion of the work specified in the Contract Documents for the bid prices tabulated below as proposed by the Contractor in its Proposal submitted in accordance with the Notice to Bidders and Notice of Public Hearing. All quantities are subject to revision by the Jurisdiction. Quantity changes that amount to twenty percent (20%) or less of the amount bid shall not affect the unit bid price.

Item No.	Item	Unit	Total	Unit Price	Total Price
	STRUCTURES FOR SANITARY AND STORM SEWERS				
6.01	Manhole Adjustment, Sanitary, Minor, SELFLEVEL Casting	EA	2	$3,300.00	$6,600.00
	STREETS AND RELATED WORK				
7.01	Full Depth Patches, PCC Class C-SUD, 9" Thick	SY	220	$151.56	$33,343.20
7.02	Full Depth Patches, PCC Class M (5 Hour) , 9" Thick	SY	32	$166.00	$5,312.00
7.03	Partial Depth Patches, PCC, Iowa DOT Class C Patching Material	SF	4,900	$34.31	$168,119.00
7.04	Partial Depth Patches, PCC, Iowa DOT Class A or B Patching Material	SF	325	$50.00	$16,250.00
7.05	Crack and Joint Cleaning and Filling, Hot Pour	LF	30,275	$2.60	$78,715.00
	TRAFFIC CONTROL				
8.01	Painted Pavement Markings, Waterborne	LF	300	$13.20	$3,960.00
8.02	Temporary Traffic Control	LS	1	$15,000.00	$15,000.00
8.03	Portable Dynamic Message Sign (PDMS)	CDAY	25	$110.00	$2,750.00
	MISCELLANEOUS				
11.01	Mobilization	LS	1	$25,000.00	$25,000.00
11.02	Concrete Washout, Collection Bags	LS	1	$1,000.00	$1,000.00

TOTAL CONTRACT AMOUNT = $356,049.20

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, Iowa Civil Contracting, Inc., as Principal (hereinafter the "Contractor" or "Principal") and Merchants Bonding Company (Mutual), as Surety, are held and firmly bound unto the **City of Ankeny, Iowa**, as Obligee, (hereinafter referred to as 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 Three Hundred Fifty-Six, Forty-Nine and 20/100DOLLARS ($356,049.20), 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 or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Jurisdiction, bearing date the 7th day of March, 2022, (hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

2022 PCC PAVEMENT PRESERVATION PROGRAM – SW STATE STREET (NORTHBOUND LANES)

The 2022 PCC Pavement Preservation Program – SW State Street (Northbound Lanes) project includes the partial depth repair patching and the crack and joint cleaning and filling of the northbound lanes of SW State Street from just north of SW Oralabor Road to just south of SW Ordnance Road in the City of Ankeny.

The construction improvements include the partial depth repair of approximately 5,250 SF of PCC pavement along with the cleaning and filling of approximately 30,000 LF of cracks and joints along the corridor. Other associated improvements include approximately 250 SY of full-depth patching, temporary traffic control, portable dynamic message signs, mobilization, and miscellaneous associated work necessary to complete the project.

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 Contract Documents.

It is expressly understood and agreed by the Contractor and Surety in this Bond that the following provisions are a part of this Bond and are binding upon said 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 said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, 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 the Surety on this Bond are hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, 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 to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.

3. MAINTENANCE: The Contractor and the Surety on this Bond hereby agree, at their own expense:

   A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of **two (2)** years from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;

   B. To keep all work in continuous good repair; and

   C. To pay the Jurisdiction's reasonable costs of monitoring and inspecting to assure that any defects are remedied, and to repair 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.

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, which thereby 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 (20%) 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 the liquidated damage penalty is being charged against the Contractor.

   D. 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.

E. 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 where 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, attorney's 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.

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 incurring to the benefit of the Jurisdiction, the Contractor and the Surety agree, jointly and severally, to pay the Jurisdiction all outlay and expense incurred therefore 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 Surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said 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 phase 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 7th day of March, 20 22.

Surety Countersigned By:

N/A
Signature of Agent

Printed Name of Agent

Company Name

Company Address

City, State, Zip Code

Company Telephone Number

PRINCIPAL:

Iowa Civil Contracting Inc.
Contractor

By: _____
Signature

President
Title

SURETY:

Merchants Bonding Company (Mutual)
Surety Company

By: _____
Signature Attorney-in-Fact Officer/ Iowa Resident Agent

Stacy Venn, Attorney-in-Fact
Printed Name of Attorney-in-Fact Officer/Iowa Resident Agent

Holmes, Murphy and Associates, LLC
Company Name

2727 Grand Prairie Parkway
Company Address

Waukee, IA 50263
City, State, Zip Code

(515) 223-6800
Company Telephone Number

NOTE:

1. **All signatures on this Performance, Payment, and Maintenance Bond must be original signatures in ink; copies, facsimiles, or electronic signatures will not be accepted.**
2. **This Bond must be sealed with the Surety's raised, embossing 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 of Power or Attorney accompanying this Bond.**

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; Jay D Freiermuth; Jennifer Marino; Jessica Jean Rini; Joe Tiernan; John Cord; Mark R DeWitt; Mark Sweigart; Michelle R Gruis; Sarah C Brown; Seth D Rooker; Stacie Christensen; Stacy Venn; Tim McCulloh; Todd Bengford

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 14th day of February , 2022 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

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

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 14th day of February 2022 , 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.

NOTARIAL SEAL * IOWA *

POLLY MASON
Commission Number 750576
My Commission Expires
January 07, 2023

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 **7th** day of **March** , **2022** .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0018 (1/20)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/2/2022

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 Arthur J. Gallagher Risk Management Services, Inc. 4200 Corporate Drive Ste 160 West Des Moines IA 50266	CONTACT NAME: Sandy VanOsten PHONE (A/C, No, Ext): 515-309-6200 FAX (A/C, No): 515-309-6225 E-MAIL ADDRESS: sandy_vanosten@ajg.com
INSURED Iowa Civil Contracting Inc P. O. Box Q Victor, IA 52347	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : BITCO General Insurance Corporation — 20095 INSURER B : BITCO National Insurance Company — 20109 INSURER C : Scottsdale Insurance Company — 41297 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 782648926 **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	
B	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y		CLP3705389	5/1/2021	5/1/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY X Comp Ded$100 X Coll Ded$100			CAP3705391	5/1/2021	5/1/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED X RETENTION $ 0			XLS0119309	5/1/2021	5/1/2022	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) N/A If yes, describe under DESCRIPTION OF OPERATIONS below			WC3705390	5/1/2021	5/1/2022	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	Leased/Rented Equip			CLP3705389	5/1/2021	5/1/2022	Limit:$150,000	Ded-5%,$2,000 Min

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

RE: CITY OF ANKENY 2022 PCC Pavement Preservation Program - SW State Street (Northbound Lanes)
CITY OF ANKENY is named as additional insured on the General Liability policy per endorsement #GL3086, edition 09/11.

CERTIFICATE HOLDER

City of Ankeny's Public Services Building
1210 NW Prairie Ridge Drive,
Ankeny IA 50023

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TRANSPORTATION CONTRACTORS EXTENDED LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

It is agreed that the provisions listed below apply only upon the entry of an [X] in the box next to the caption of such provision.

A. [X] Partnership and Joint Venture Extension

B. [X] Contractors Automatic Additional Insured Coverage – Ongoing Operations

C. [X] Automatic Waiver of Subrogation

D. [X] Extended Notice of Cancellation, Nonrenewal

E. [X] Unintentional Failure to Disclose Hazards

F. [X] Broadened Mobile Equipment

G. [X] Personal and Advertising Injury - Contractual Coverage

H. [X] Nonemployment Discrimination

I. [X] Liquor Liability

J. [X] Broadened Conditions

K. [X] Automatic Additional Insureds – Equipment Leases

L. [X] Suits Against Dredges and Barges

M. [X] Insured Contract Extension - Railroad Property and Construction Contracts

N. [X] Construction Project General Aggregate Limits

O. [X] Fellow Employee Coverage

P. [X] Property Damage Liability - Elevators

Q. [X] Property Damage to the Named Insured's Work

R [X] Care, Custody or Control

S [X] Electronic Data Liability Coverage

T. [X] Consolidated Insurance Program Residual Liability Coverage

U. [X] Automatic Additional Insureds – Managers or Lessors of Premises

V. [X] Automatic Additional Insureds – State or Governmental Agency or Political Subdivisions – Permits or Authorizations

W [X] Contractors Automatic Additional Insured Coverage – Completed Operations

X. [X] Additional Insured – Engineers, Architects or Surveyors

A. PARTNERSHIP AND JOINT VENTURE EXTENSION

The following provision is added to **SECTION II - WHO IS AN INSURED**:

The last full paragraph which reads as follows:

> No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

is deleted and replaced with the following:

D. EXTENDED NOTICE OF CANCELLATION, NONRENEWAL

Item **A.2.b.** of the **COMMON POLICY CONDITIONS**, is deleted and replaced with the following:

A.2.b. 60 days before the effective date of the cancellation if we cancel for any other reason.

Item **9.** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, is deleted and replaced with the following:

9. WHEN WE DO NOT RENEW

a. If we choose to nonrenew this policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 60 days before the expiration date.

b. If we do not give notice of our intent to nonrenew as prescribed in **a.** above, it is agreed that you may extend the period of this policy for a maximum additional sixty (60) days from its scheduled expiration date. Where not otherwise prohibited by law, the existing terms, conditions and rates will remain in effect during that extension period. It is further agreed that so long as it is not otherwise prohibited by law, this one time sixty day extension is the sole remedy and liquidated damages available to the insured as a result of our failure to give the notice as prescribed in **9. a.** above.

E. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Although we relied on your representations as to existing and past hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

F. BROADENED MOBILE EQUIPMENT

Item **12.b.** of **SECTION V - DEFINITIONS**, is deleted and replaced with the following:

12.b. Vehicles maintained for use solely on or next to premises, sites or locations you own, rent or occupy.

G. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL COVERAGE

Exclusion 2.e. of **SECTION I, COVERAGE B** is deleted.

H. NONEMPLOYMENT DISCRIMINATION

Unless "personal and advertising injury" is excluded from this policy:

Item **14.** of **SECTION V - DEFINITIONS**, is amended to include:

"Personal and advertising injury" also means embarrassment or humiliation, mental or emotional distress, physical illness, physical impairment, loss of earning capacity or monetary loss, which is caused by "discrimination."

SECTION V - DEFINITIONS, is amended to include:

"Discrimination" means the unlawful treatment of individuals based on race, color, ethnic origin, age, gender or religion.

your maintenance, operation, or use by you of the equipment leased to you by such person or organization, subject to the following additional exclusions.

The insurance provided to the additional insured does not apply to:

1. "Bodily injury" or "property damage" occurring after you cease leasing the equipment.

2. "Bodily injury" or "property damage" arising out of the sole negligence of the additional insured.

3. "Property damage" to:

a. Property owned, used or occupied by or rented to the additional insured; or

b. Property in the care, custody or control of the additional insured or over which the additional insured is for any purpose exercising physical control.

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

L. SUITS AGAINST DREDGES AND BARGES

We agree that any "suit" in rem against any dredge or barge owned, operated by or for you, and used in your operations, shall in all respects be treated in the same manner as though the "suit" were against you.

This coverage is excess over and above any specific insurance on any dredge or barge owned, operated by or for you, and used in your operations.

M. INSURED CONTRACT EXTENSION - RAILROAD PROPERTY AND CONSTRUCTION CONTRACTS

Item **9.** of **SECTION V - DEFINITIONS**, is deleted and replaced with the following.

9. "Insured Contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

b. A sidetrack agreement;

c. Any easement or license agreement;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

C. Payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Construction Project General Aggregate Limit.

D. If a construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of **SECTION III - LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to be applicable.

O. FELLOW EMPLOYEE COVERAGE

Exclusion 2.e. Employers Liability of **SECTION I, COVERAGE A**, is deleted and replaced with the following:

2.e. "Bodily injury" to

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of paragraph **(1)** above.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to:

(1) Liability assumed by the insured under an "insured contract"; or

(2) Liability arising from any action or omission of a co-"employee" while that co-"employee" is either in the course of his or her employment or performing duties related to the conduct of your business.

Item **2.a. (1)(a)** of **SECTION II - WHO IS AN INSURED**, is deleted and replaced with the following:

2.a. (1)(a) To you, to your partners or members (if you are a partnership or joint venture) or to your members (if you are a limited liability company), or to your "volunteer workers" while performing duties related to the conduct of your business.

P. PROPERTY DAMAGE LIABILITY - ELEVATORS

"Property damage" liability is changed as follows:

1. **Exclusions 2.j.(3)** and **2.j.(4)** of **SECTION I, COVERAGE A**, do not apply to the use of elevators.

2. The insurance afforded by reason of this provision is excess over any valid and collectible property insurance (including any deductible portion thereof) available to the insured whether primary, excess, contingent or on any other basis, and the **OTHER INSURANCE** condition is changed accordingly.

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

3. For the purposes of this coverage, the definition of "property damage" in **SECTION V – DEFINITIONS** is replaced by the following:

"Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or

c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

T. CONSOLIDATED INSURANCE PROGRAM RESIDUAL LIABILITY COVERAGE

With respect to "bodily injury", "property damage", or 'personal and advertising injury" arising out of your ongoing operations; or operations included within the "products-completed operations hazard", the policy to which this coverage is attached shall apply as excess insurance over coverage available to "you" under a Consolidated Insurance Program (such as an Owner Controlled Insurance Program or Contractors Controlled Insurance Program).

Coverage afforded by this endorsement does not apply to any Consolidated Insurance Program involving a "residential project" or any deductible or insured retention, specified in the Consolidated Insurance Program.

The following is added to **Section V – Definitions**

"Residential project" means any project where 30% or more of the total square foot area of the structures on the project is used or is intended to be used for human residency. This includes but is not limited to single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments and appurtenant structures (including pools, hot tubs, detached garages, guest houses or any similar structures). A "residential project" does not include military owned housing, college/university owned housing or dormitories, long term care facilities, hotels, motels, hospitals or prisons.

All other terms, provisions, exclusions and limitations of this policy apply.

U. AUTOMATIC ADDITIONAL INSUREDS - MANAGERS OR LESSORS OR PREMISES

SECTION II – WHO IS AN INSURED is amended to include:

Any person or organization with whom you agree in a written contract or written agreement to name as an additional insured but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises, designated in the written contract or written agreement, that is leased to you and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed by you or on your behalf.

This includes such architect, engineer or surveyor, who may not be engaged by you, but is contractually required to be added as an additional insured to your policy.

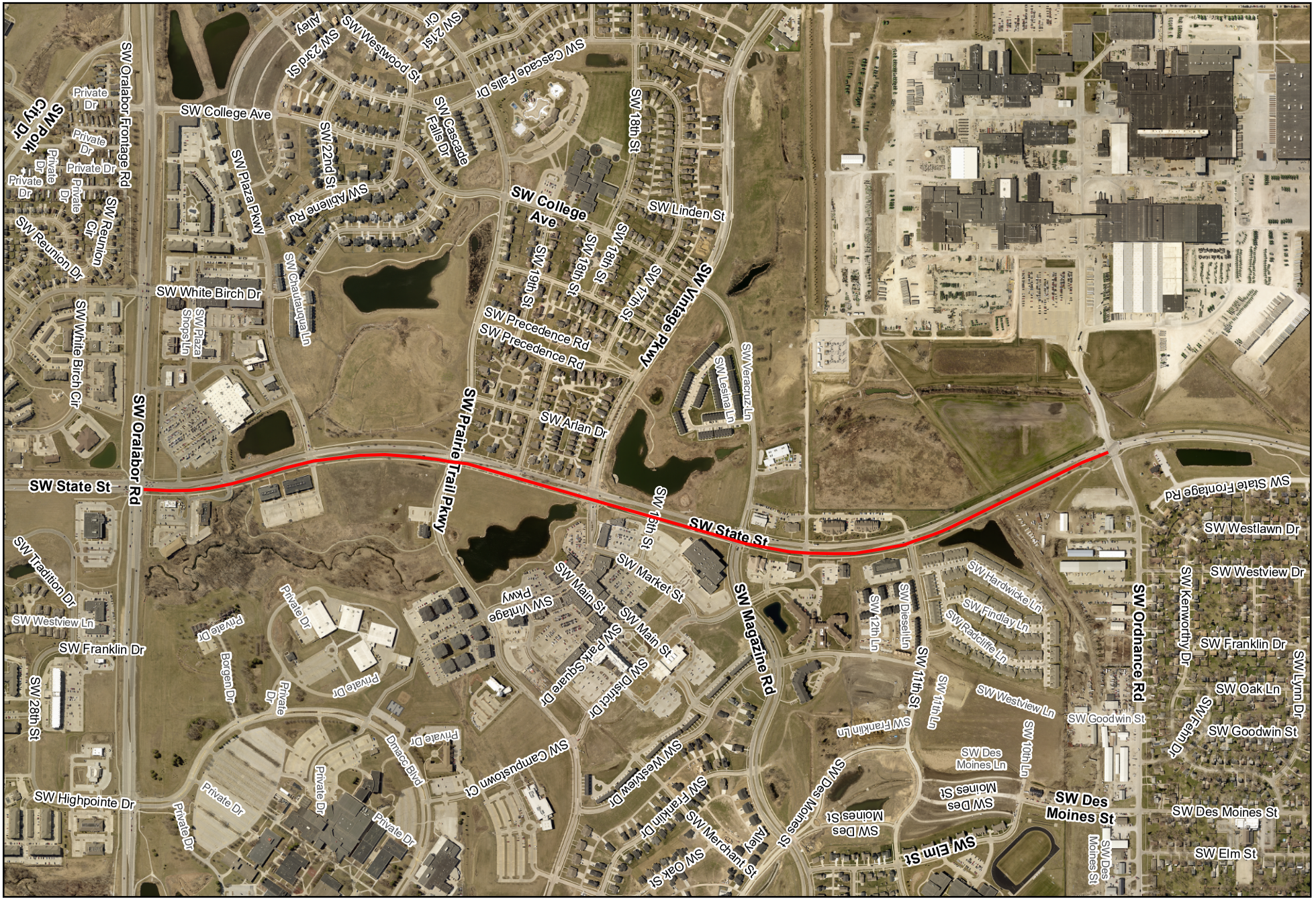
With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

1. The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or

2. Supervisory, inspection or engineering services.

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.


SW State St
SW Oralabor Rd
SW Prairie Trail Pkwy
SW Magazine Rd
SW Ordnance Rd
SW College Ave
SW Vintage Pkwy
SW Oralabor Frontage Rd
SW Polk City Dr
SW Reunion Dr
SW White Birch Dr
SW White Birch Cir
SW Plaza Pkwy
SW Chautauqua Ln
SW Abilene Rd
SW 22nd St
SW Cascade Falls Dr
SW Westwood St
SW 2nd St
Alley
SW 21st Cir
SW Cascade Falls Dr
SW 18th St
SW Linden St
SW 19th St
SW 18th St
SW 17th St
SW Precedence Rd
SW Precedence Rd
SW Veracruz Ln
SW Lesina Ln
SW Arlan Dr
SW Plaza Shops Ln
SW Tradition Dr
SW Westview Ln
SW Franklin Dr
SW 28th St
SW Highpointe Dr
Borgen Dr
Private Dr
Private Dr
Private

??

ANKENY CITY COUNCIL

City Council Agenda

March 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: COUNCIL GOAL: ??

City Clerk

ACTION REQUESTED:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Proposed North Ankeny Boulevard Fiber Optic Upgrade (PH 2022-24)

EXECUTIVE SUMMARY:

The N Ankeny Boulevard Fiber Optic Upgrade will replace an existing link in the City's communication infrastructure between 1st Street and 18th Street that has frequent operational and capacity issues due to shallow depth of conduit and lack of bandwidth.

Due to concerns with manufacturing and shipping delays, the City will furnish the fiber optic cables, for contractor installation.

The project includes installation of approximately 7,020 LF of two 96-count fiber optic cables (City-furnished), 1,940 LF of 48-count or less fiber optic cables (City-furnished), 5,860 LF of 2” HDPE conduit and 650 splices. Other associated improvements include traffic control, mobilization and miscellaneous work necessary to complete the project.

The bid opening for this project was held on Tuesday, March 1, 2022. Three (3) bids were received as follows:

1. Communication Data Link $ 178,979.00

2. Precision Underground Utilities $ 224,401.00

3. Electric Conduit Construction $ 205,945.74*

The Engineer's Estimate for the project was $256,480.00. The bids ranged from approximately 13% to 30% below the estimate. Public Works staff reviewed the bid results both internally and with the project's engineering consultant, Snyder & Associates, Inc. (* note corrections in bid tabulation). XXX, Inc. completed the xx for the City of Ankeny in 20xx, and it is recommended that the project be awarded to Communication Data Link, Inc. of Grimes, Iowa.

Pending project approval and award by the City Council, the Contractor shall begin construction no later than May 2, 2022 and complete the project no later that October 31, 2022. Minimal work zone impacts are expected for travelers on N Ankeny Boulevard.

FISCAL IMPACT: **??Yes**

This project is included in the current Capital Improvement Program with construction scheduled for 2022.

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the Council take the following action:

1. Hold a hearing on the proposed Contract Documents (plans, specifications, and form of contract), and estimated cost ($256,480.00).

2. Approve Resolution, adopting said plans, specifications, form of contract and estimated cost for the N Ankeny Boulevard Fiber Optic Upgrade.

3. Receive and file the report of bids received on March 1, 2022.

4. Approve Resolution, making award of construction contract to Communication Data Link of Grimes, Iowa.

5. Approve Resolution, approving contract and bonds with Communication Data Link in the amount of $178,979.00.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

February 7, 2022: The City Council approved a Resolution ordering construction and setting the bid opening date as March 1, 2022, and setting the public hearing date as March 7, 2022.

October 4, 2021: The City Council approved purchase of fiber optic cable for contractor installation with 2022 capital improvement projects.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to adopt 1) RESOLUTION adopting plans, specifications, form of contract and estimate of cost $256,480.00; 2) receive and file report of bids received March 1, 2022; 3) adopt RESOLUTION making award of construction contract with Communication Data Link in the amount of $178,979.00; and 4) adopt RESOLUTION approving contract and bonds with Communication Data Link in the amount of $178,979.00.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
RES - plans, specs
Bid Sheet
Bid Tab
RES - making award
RES - approving contract
Contract
Location Map

Council Member _____ introduced the following Resolution entitled "RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE NORTH ANKENY BOULEVARD FIBER OPTIC UPGRADE", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE NORTH ANKENY BOULEVARD FIBER OPTIC UPGRADE

WHEREAS, on the **7th** day of **February**, 2022, plans, specifications, form of contract and estimate of cost were filed with the Clerk for the construction of certain public improvements described in general as the North Ankeny Boulevard Fiber Optic Upgrade; and

WHEREAS, notice of hearing on plans, specifications, form of contract and estimate of cost for the public improvements was published as required by law.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ANKENY, STATE OF IOWA:

Section 1. That the plans, specifications, form of contract and estimate of cost are hereby approved as the plans, specifications, form of contract and estimate of cost for the public improvements, as described in the preamble of this Resolution.

PASSED AND APPROVED this 7th day of March, 2022.

_____

Mayor

ATTEST:

_____

City Clerk

city of Ankeny
bringing it all together

BID LETTING **10:30 A.M.** **MARCH 1, 2022**

NORTH ANKENY BOULEVARD FIBER OPTIC UPGRADE

The purpose of this meeting is to receive, open and tabulate bids for construction of the North Ankeny Boulevard Fiber Optic Upgrade project in accordance with the Plans and Specifications prepared by Snyder & Associates.

Mark Mueller, Public Works Director

Project Estimate of Cost $256,480

	Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (none) Acknowledged
*	1) ✓	Communication DataLink 1305 SW 37th St Grimes IA 50111	$178,979.00	
	2) ✓	Precision Underground Utilities PO Box 409 Cambridge IA 50046	$224,401.00	
	3) ✓	Electric Conduit Const. 816 Hicks Dr Elburn, IL 60119	$205,919.21	
	4)			
	5)			
	6)			

*Apparent Low Bidder

Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (none) Acknowledged
7) ____	_____	_____	_____
8) ____	_____	_____	_____
9) ____	_____	_____	_____
10) ____	_____	_____	_____
11) ____	_____	_____	_____
12) ____	_____	_____	_____
13) ____	_____	_____	_____

*Apparent Low Bidder

Bids will be reviewed and further action taken by the City Council at their next regular meeting of March 7, 2022 at 5:30 P.M.

Mark Mueller

Mark Mueller, Public Works Director

ATTEST:

Denise L. Hoy

Denise L. Hoy, City Clerk

TABULATION OF BIDS
N Ankeny Blvd Fiber Optic Upgrade
City of Ankeny
Project No. 120.0315.01
Bid Date/Time: March 1, 2022 at 10:30 AM

				ENGINEER'S ESTIMATE		1 COMMUNICATION DATA LINK GRIMES, IA		2 ELECTRIC CONDUIT CONST. ELBURN, IA		3 PRECISION UNDERGROUND UTILITIES, CAMBRIDGE, IA	
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
	LANDSCAPING										
1	TYPE III - 24" x 36" PRE-CAST POLYMER-CONCRETE HANDHOLE	EACH	7	$ 1,500.00	$ 10,500.00	$ 1,200.00	$ 8,400.00	$ 2,058.89 (1)	$ 14,412.23	$ 1,400.00	$ 9,800.00
2	TYPE IV - 30" x 48" PRE-CAST POLYMER-CONCRETE HANDHOLE	EACH	6	$ 2,000.00	$ 12,000.00	$ 1,500.00	$ 9,000.00	$ 3,746.56 (2)	$ 22,479.36	$ 1,900.00	$ 11,400.00
3	INSTALL TWO (2) FIBER OPTIC CABLES 96 CT SM (CITY FURNISHED)	LIN FT	7020	$ 3.00	$ 21,060.00	$ 1.50	$ 10,530.00	$ 1.85 (3)	$ 12,987.00	$ 2.80	$ 19,656.00
4	INSTALL ONE (1) FIBER OPTIC CABLES 48 CT OR LESS (CITY FURNISHED)	LIN FT	1940	$ 2.00	$ 3,880.00	$ 0.75	$ 1,455.00	$ 1.85 (4)	$ 3,589.00	$ 1.55	$ 3,007.00
5	2" HDPE CONDUIT, BORED (BLUE)	LIN FT	5860	$ 20.00	$ 117,200.00	$ 13.50	$ 79,110.00	$ 14.70 (5)	$ 86,142.00	$ 17.50	$ 102,550.00
6	SPLICE	EACH	652	$ 70.00	$ 45,640.00	$ 42.00	$ 27,384.00	$ 35.10 (6)	$ 22,885.20	$ 44.00	$ 28,688.00
7	SPLICE CASE	EACH	4	$ 1,000.00	$ 4,000.00	$ 650.00	$ 2,600.00	$ 818.16	$ 3,272.64	$ 875.00	$ 3,500.00
8	FIBER ENCLOSURE, 12 PANEL CAPACITY, CCH-04U	EACH	1	$ 1,200.00	$ 1,200.00	$ 1,500.00	$ 1,500.00	$ 730.76	$ 730.76	$ 750.00	$ 750.00
9	FIBER ENCLOSURE, 1 PANEL CAPACITY, SPH-01P	EACH	3	$ 800.00	$ 2,400.00	$ 1,000.00	$ 3,000.00	$ 421.41	$ 1,264.23	$ 125.00	$ 375.00
10	CCH PANEL, 12 CT, CCH-CP12-A9-P03RH	EACH	3	$ 600.00	$ 1,800.00	$ 800.00	$ 2,400.00	$ 665.53	$ 1,996.59	$ 250.00	$ 750.00
11	CCH CASSETTE, 12 CT, CCH-CS12-A9-P00RE	EACH	18	$ 600.00	$ 10,800.00	$ 700.00	$ 12,600.00	$ 707.43 (7)	$ 12,733.74	$ 900.00	$ 16,200.00
12	FIBER OPTIC CABLE REMOVAL	LS	1	$ 6,000.00	$ 6,000.00	$ 7,000.00	$ 7,000.00	$ 5,549.14	$ 5,549.14	$ 7,500.00	$ 7,500.00
13	MOBILIZATION	LS	1	$ 10,000.00	$ 10,000.00	$ 4,000.00	$ 4,000.00	$ 10,505.00	$ 10,505.00	$ 10,625.00	$ 10,625.00
14	TRAFFIC CONTROL	LS	1	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 7,398.85	$ 7,398.85	$ 9,600.00	$ 9,600.00
	TOTAL BID:				$ 256,480.00		$ 178,979.00	(8)	$ 205,945.74		$ 224,401.00
	BID SECURITY:						10%		10%		10%

Notes

1- Extended bid price was incorrectly listed as $14,412.20. Does not affect bid result.
2- Extended bid price was incorrectly listed as $22,479.35. Does not affect bid result.
3- Extended bid price was incorrectly listed as $12,984.99. Does not affect bid result.
4- Extended bid price was incorrectly listed as $3,588.44. Does not affect bid result.
5- Extended bid price was incorrectly listed as $86,115.02. Does not affect bid result.
6- Extended bid price was incorrectly listed as $22,888.29. Does not affect bid result.
7- Extended bid price was incorrectly listed as $12,733.70. Does not affect bid result.
8- Total bid price was incorrectly listed as $205,919.21. Does not affect bid result.

Council Member _____ introduced the following Resolution entitled "RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE NORTH ANKENY BOULEVARD FIBER OPTIC UPGRADE", and moved:

☒ that the Resolution be adopted.

☐ ADJOURN to permit the Engineer to review and make recommendation on said bids, therefore defer action on the Resolution to the meeting to be held at _____ _____.M. on _____, 2022, at this place.

Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE NORTH ANKENY BOULEVARD FIBER OPTIC UPGRADE

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ANKENY, STATE OF IOWA:

Section 1. That the following bid for the construction of certain public improvements described in general as the North Ankeny Boulevard Fiber Optic Upgrade, described in the plans and specifications heretofore adopted by this Council on March 7, 2022, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

Contractor: **Communication Data Link** of **Grimes, Iowa**

Amount of bid: **$178,979.00**

Portion of project: All construction work

Section 2. That the Mayor and Clerk are hereby directed to execute the contract with the contractor for the construction of the public improvements, such contract not to be binding on the City until approved by this Council.

PASSED AND APPROVED this 7th day of March, 2022.

_____
Mayor

ATTEST:

_____
City Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND FOR THE NORTH ANKENY BOULEVARD FIBER OPTIC UPGRADE", and moved its adoption. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND FOR THE NORTH ANKENY BOULEVARD FIBER OPTIC UPGRADE

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ANKENY, STATE OF IOWA:

That the construction contract and bond executed and insurance coverage for the construction of certain public improvements described in general as the North Ankeny Boulevard Fiber Optic Upgrade, and as described in detail in the plans and specifications heretofore approved, and which have been signed by the Mayor and Clerk on behalf of the City be and the same are hereby approved as follows:

Contractor: **Communication Data Link** of **Grimes, Iowa**

Amount of bid: **$178,979.00**

Bond surety: _____

Date of bond: _____

Portion of project: All construction work

PASSED AND APPROVED this **7th** day of **March**, 2022.

_____
Mayor

ATTEST:

_____
City Clerk

CONTRACT

THIS CONTRACT, made and entered into at **Ankeny, Iowa** this 7th day of March, 2022, by and between the **City of Ankeny, Iowa** by its **Mayor**, upon order of its **City Council** hereinafter called the "Jurisdiction," and **Communication Data Link**, hereinafter called the "Contractor."

WITNESSETH:

The Contractor hereby agrees to complete the work comprising the below referenced improvements as specified in the Contract Documents, which are officially on file with the Jurisdiction, in the office of the **City Clerk**. This Contract includes all Contract Documents. The work under this Contract shall be constructed in accordance with the SUDAS Standard Specifications, Most Recent Edition, and as further modified by the Supplemental Specifications and Special Provisions included in said Contract Documents. 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: Bid Items, Quantities, and Prices, which were proposed by the Contractor in its Proposal submitted in accordance with the Notice to Bidders and Notice of Public Hearing for the following described improvements:

NORTH ANKENY BOULEVARD FIBER OPTIC UPGRADE

The North Ankeny Boulevard Fiber Optic Upgrade includes furnishing and installing fiber optic conduit, handholes and equipment along North Ankeny Boulevard from 1st Street to N 18th Street in the City of Ankeny. Also included within the project is installation of City-furnished fiber optic cable.

The construction improvements include installation of conduit, fiber optic cable, tracer wire, pull tape, handholes, fiber optic cable splicing and associated equipment. The project includes an estimated 7,020 LF of two 96-count fiber optic cables (City-furnished), 1,940 LF of 48-count or less fiber optic cables (City-furnished), 5,860 LF of 2" HDPE conduit and 650 splices. Other associated improvements include traffic control, mobilization and miscellaneous work necessary to complete the project.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of ONE HUNDRED SEVENTY EIGHT THOUSAND NINE HUNDRED SEVENTY NINE AND 00/100 DOLLARS ($178,979.00), which amount shall constitute the required amount of the Performance, Payment, and Maintenance Bond. The Contractor hereby agrees to commence work under this Contract on or before a date to be specified in a written Notice to Proceed by the Jurisdiction; and to complete the project as described in the Notice to Bidders and Notice of Public Hearing as noted below:

The Contractor shall fully complete the project no later than **October 31, 2022.** Fully complete shall be defined as all work and testing completed, and all improvements ready for final acceptance. Should the Contractor fail to fully complete the work within this timeframe, liquidated damages of **Five Hundred Dollars ($500.00) per calendar day** will be assessed for work not fully completed within the designated Contract term(s).

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

JURISDICTION:

By: _____

(Seal)
ATTEST:

_____

CONTRACTOR:

Communication Data Link
Contractor

By: _____
Signature

VP
Title

1305 SW 37th St
Street Address

Grimes, IA 50111
City, State, Zip Code

515-202-9106
Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration Number C096863 issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.

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 Iowa Department of Workforce Development. 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 is 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 Iowa Code, or as amended, governing foreign corporations.

NOTE:

1. **All signatures on this Contract must be original signatures in ink; copies, facsimiles, or electronic signatures will not be accepted.**

LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT

State of Iowa)
) SS
Polk County)

On this 3 day of March, 2022, before me a Notary Public in and for said county, personally appeared Chris Suedmeier, to me personally known, who being by me duly sworn did say that person is VP of said Communication Data Link, that (the seal affixed to said instrument is the seal of said OR ~~no seal has been procured by the said~~) Communication Data Link, and that said instrument was signed and sealed on behalf of the said Communication Data Link, by authority of its managers and the said Communication Data Link acknowledged the execution of said instrument to be the voluntary act and deed of said Communication Data Link, by it voluntarily executed.

Melanie K Klostermann

Notary Public in and for the State of Iowa
My commission expires Aug, 2023

NOTARIAL SEAL IOWA
MELANIE K KLOSTERMANN
Commission Number 785734
My Commission Expires
August 26, 2023

CONTRACT ATTACHMENT: BID ITEMS, QUANTITIES, AND PRICES

This Contract is awarded and executed for completion of the work specified in the Contract Documents for the bid prices tabulated below as proposed by the Contractor in its Proposal submitted in accordance with the Notice to Bidders and Notice of Public Hearing. All quantities are subject to revision by the Jurisdiction. Quantity changes that amount to twenty percent (20%) or less of the amount bid shall not affect the unit bid price.

ITEM NO.	ITEM	UNIT	TOTAL	UNIT PRICE	TOTAL PRICE
1	HANDHOLE TYPE III, 24" x 36", PRE-CAST POLYMER-CONCRETE HANDHOLE	EACH	7	$1,200.00	$8,400.00
2	HANDHOLE TYPE IV, 30" x 48", PRE-CAST POLYMER-CONCRETE HANDHOLE	EACH	6	$1,500.00	$9,000.00
3	INSTALL TWO (2) FIBER OPTIC CABLES 96 CT SM (CITY FURNISHED)	LIN FT	7020	$1.50	$10,530.00
4	INSTALL ONE (1) FIBER OPTIC CABLE 48 CT OR LESS (CITY FURNISHED)	LIN FT	1940	$0.75	$1,455.00
5	2" HDPE CONDUIT, BORED (BLUE)	LIN FT	5860	$13.50	$79,110.00
6	SPLICE	EACH	652	$42.00	$27,384.00
7	SPLICE CASE	EACH	4	$650.00	$2,600.00
8	FIBER ENCLOSURE, 12 PANEL CAPACITY, CCH-04U	EACH	1	$1,500.00	$1,500.00
9	FIBER ENCLOSURE, 1 PANEL CAPACITY, SPH-01P	EACH	3	$1,000.00	$3,000.00
10	CCH PANEL, 12 CT, CCH-CP12-A9-P03RH	EACH	3	$800.00	$2,400.00
11	CCH CASSETTE, 12 CT, CCH-CS12-A9-P00RE	EACH	18	$700.00	$12,600.00
12	FIBER OPTIC CABLE REMOVAL	LS	1	$7,000.00	$7,000.00
13	MOBILIZATION	LS	1	$4,000.00	$4,000.00
14	TRAFFIC CONTROL	LS	1	$10,000.00	$10,000.00

$178,979.00

Bond Number: 2315615

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, Communication Data Link as Principal (hereinafter the "Contractor" or "Principal") and North American Specialty Insurance Company , as Surety, are held and firmly bound unto the **City of Ankeny, Iowa**, as Obligee, (hereinafter referred to as 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 ONE HUNDRED SEVENTY EIGHT THOUSAND NINE HUNDRED SEVENTY NINE AND 00/100 DOLLARS ($178,979.00) , lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives, and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Jurisdiction, bearing date the 7th day of March, 2022, (hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

NORTH ANKENY BOULEVARD FIBER OPTIC UPGRADE

The North Ankeny Boulevard Fiber Optic Upgrade includes furnishing and installing fiber optic conduit, handholes and equipment along North Ankeny Boulevard from 1st Street to N 18th Street in the City of Ankeny. Also included within the project is installation of City-furnished fiber optic cable.

The construction improvements include installation of conduit, fiber optic cable, tracer wire, pull tape, handholes, fiber optic cable splicing and associated equipment. The project includes an estimated 7,020 LF of two 96-count fiber optic cables (City-furnished), 1,940 LF of 48-count or less fiber optic cables (City-furnished), 5,860 LF of 2" HDPE conduit and 650 splices. Other associated improvements include traffic control, mobilization and miscellaneous work necessary to complete the project.

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 Contract Documents.

It is expressly understood and agreed by the Contractor and Surety in this Bond that the following provisions are a part of this Bond and are binding upon said 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 said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, 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 the Surety on this Bond are hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, 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 to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.

3. MAINTENANCE: The Contractor and the Surety on this Bond hereby agree, at their own expense:

   A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of **one (1)** year from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;

   B. To keep all work in continuous good repair; and

   C. To pay the Jurisdiction's reasonable costs of monitoring and inspecting to assure that any defects are remedied, and to repair 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.

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, which thereby 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 (20%) 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 the liquidated damage penalty is being charged against the Contractor.

   D. 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.

E. 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 where 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, attorney's 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.

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 incurring to the benefit of the Jurisdiction, the Contractor and the Surety agree, jointly and severally, to pay the Jurisdiction all outlay and expense incurred therefore 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 Surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said 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 phase 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 7th day of March, 2022.

Surety Countersigned By:

_____
Signature of Agent

_____
Printed Name of Agent

_____
Company Name

_____
Company Address

_____
City, State, Zip Code

_____
Company Telephone Number

PRINCIPAL:

Communication Data Link LLC
Contractor

By: _____
Signature

VP
Title

SURETY:

North American Specialty Insurance Company
Surety Company

By: _____
Signature Attorney-in-Fact Officer

Juliana Bartlett, Attorney-in-Fact
Printed Name of Attorney-in-Fact Officer

AssuredPartners Great Plains LLC
Company Name

4200 University Ave., Ste. 200
Company Address

West Des Moines, Iowa 50266
City, State, Zip Code

(515) 244-0166
Company Telephone Number

NOTE:

1. **All signatures on this Performance, Payment, and Maintenance Bond must be original signatures in ink; copies, facsimiles, or electronic signatures will not be accepted.**
2. **This Bond must be sealed with the Surety's raised, embossing 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 of Power or Attorney accompanying this Bond.**

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Kansas City, Missouri, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

JOSEPH J. SCHMIT, JILL SHAFFER, JEFFREY R. BAKER, GREG T. LaMAIR, COURTNEY GORDON, JULIANA BARTLETT, BRANDON HORBACH, DANIEL M. MOLYNEAUX, LAURA J. ADAMS, LORI S. BURROUGHS and PAMELA K. MATTISON

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION ($50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."

NORTH AMERICAN SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1973 NEW HAMPSHIRE

By _____
Steven P. Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company

By _____
Erik Janssens, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company

WASHINGTON INTERNATIONAL INSURANCE COMPANY CORPORATE SEAL NEW HAMPSHIRE

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 30th day of NOVEMBER, 2021.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 30th day of NOVEMBER, 2021, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Erik Janssens, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

YASMIN A. PATEL
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
May 28, 2023

Yasmin A. Patel, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 7th day of March, 2022.

Jeffrey Goldberg, Senior Vice President & Assistant Secretary of
Washington International Insurance Company & North American Specialty Insurance Company

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/3/2022

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 AssuredPartners Great Plains, LLC 4200 University Ave., Suite 200 West Des Moines IA 50266-5945	**CONTACT NAME:** Jodi Messer **PHONE (A/C, No, Ext):** 515-237-0149 **FAX (A/C, No):** 515-237-0149 **E-MAIL ADDRESS:** jodi.messer@AssuredPartners.com
	INSURER(S) AFFORDING COVERAGE / **NAIC #** **INSURER A :** Amerisure Insurance Company / 19488
INSURED COMMDAT-01 Communication Data Link LLC 1305 SW 37th Street Grimes IA 50111	**INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 399756435 **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	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR X PD Ded $2,500 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [X] LOC OTHER:	Y	Y	CPP 2116151 0201	12/9/2021	12/9/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY	Y	Y	CA 2116150 0201	12/9/2021	12/9/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 0	Y	Y	CU 2116152 0202	12/9/2021	12/9/2022	EACH OCCURRENCE AGGREGATE $	$ 1,000,000 $ 1,000,000 $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y/N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WC 2116153 0201	12/9/2021	12/9/2022	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

Re: North Ankeny Boulevard Fiber Optic Upgrade

Certificate holder is an Additional Insured - Owners, Lessees or Contractors - Including Products-Completed Operations on a primary and non-contributory basis when required in a written contract or agreement with respects to the General Liability policy per form CG7048 (10/15)

General Liability Aggregate applies separately to each project and each location per form CG7049 (04/17)

Fellow Employee coverage applies to the General Liability policy per form CG7139 (12/05)
See Attached...

CERTIFICATE HOLDER

City of Ankeny, Iowa
Public Works – Traffic Engineering
1210 NW Prairie Ridge Dr
Ankeny IA 50023-1564

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: COMMDAT-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
AssuredPartners Great Plains, LLC	Communication Data Link LLC 1305 SW 37th Street Grimes IA 50111
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Definition of Insured Contract on the General Liability policy is amended per Coverage for Certain Operations in Connection with Railroads form CG7049 (04/17)

Waiver of Subrogation applies when required in a written contract with respects to the General Liability policy per form CG7049 (04/17)

Cancellation Notice - 30 Days with respects to the General Liability policy per form IL7066 (07/14)

Certificate holder is an Additional Insured when required in a written contract, agreement or permit with respects to the Auto Liability policy per form CA7115 (11/09)

Auto Liability policy is primary and non-contributory when required under an insured contract for Additional Insureds per form CA7165 (09/11)

Fellow Employee coverage applies to the General Liability policy per form CG7139 (12/05)

Definition of Insured Contract on the Auto Liability policy is amended per Coverage for Certain Operations in Connection with Railroads form CA7115 (11/09)

Waiver of Subrogation when required in a written contract to the Auto Liability policy per form CA7115 (11/09)

Cancellation Notice - 30 Days with respects to the Auto Liability policy per form IL7066 (07/14)

Waiver of subrogation applies to the Workers Compensation policy per form WC000313 (04/84)

Cancellation Notice - 30 Days with respects to the Workers Compensation policy per form WC990645 (07/14)

Umbrella policy is follow form over the General Liability, Auto Liability and Workers Compensation policy subject to policy exclusions per form CU0001 (04/13)

Additional Insured status is on a primary and non-contributory basis when required in a written contract or agreement with respects to the Umbrella Liability policy per form CU7467 (11/07)

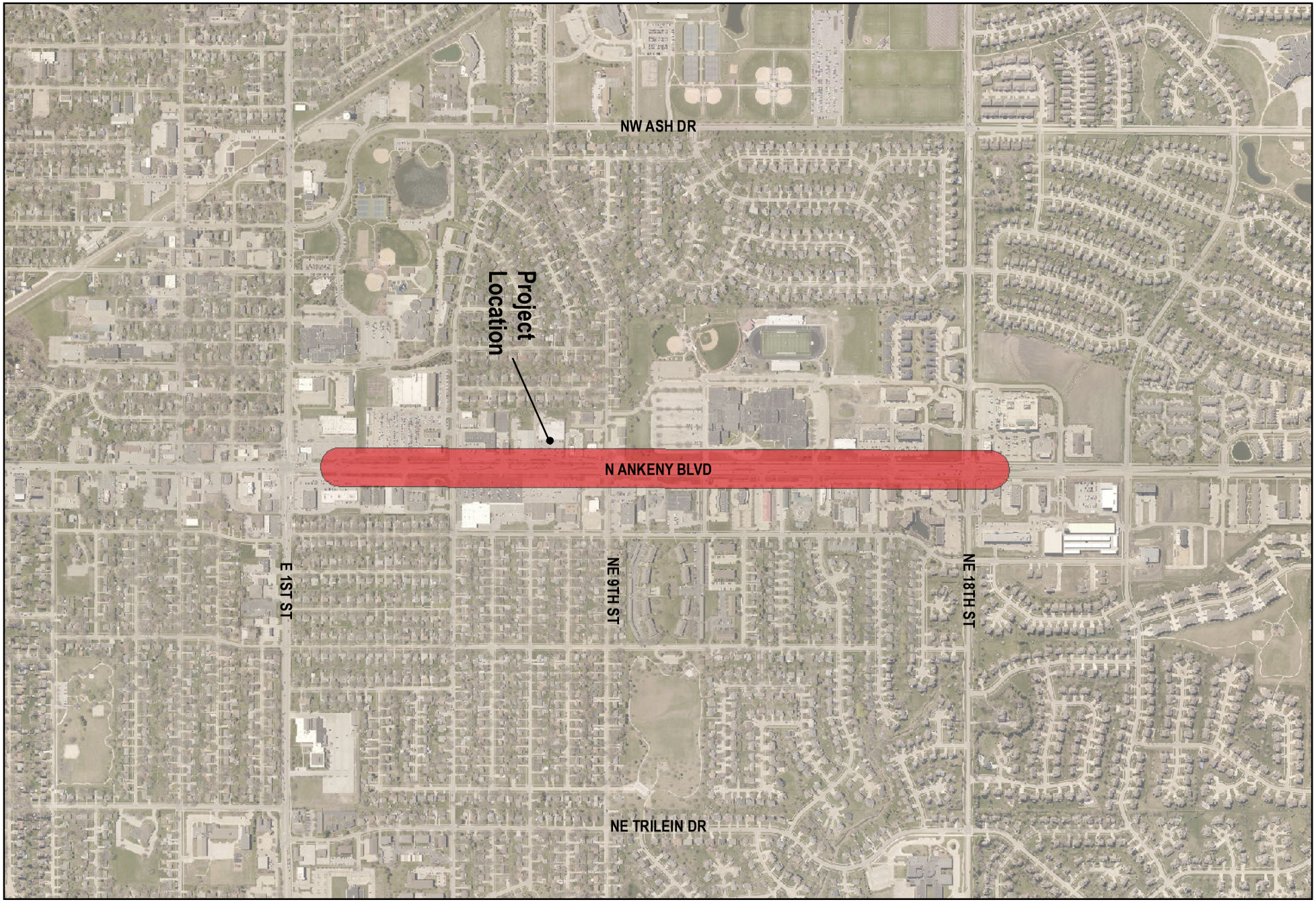
Definition of Insured Contract on the Umbrella policy is amended per Coverage for Certain Operations in Connection with Railroads form CU7101 (04/17)

Waiver of Subrogation applies with respects to the Umbrella policy per form CU2403 (09/00)

Cancellation Notice - 30 Days with respects to the Umbrella policy per form IL7066 (07/14)

© 2008 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD



city of Ankeny
bringing it all together

2021 - N ANKENY BLVD LANDSCAPE, SIGNAL & FO UPGRADE

MAP IS FOR LOCATIONAL PURPOSES ONLY

W E S N

1 in = 1,000 ft

Date: 3/6/2020

DEPARTMENT OF PUBLIC WORKS

DIVISION OF ENGINEERING

??

ANKENY CITY COUNCIL

City Council Agenda

March 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: COUNCIL GOAL: ??

City Clerk

ACTION REQUESTED:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Proposed 2022 PCC Reconstruction Program - SE Peachtree Drive (PH 2022-25)

EXECUTIVE SUMMARY:

The 2022 PCC Reconstruction Program – SE Peachtree Drive project includes pavement reconstruction and minor utility improvements along SE Peachtree Drive from just north of SE Magnolia Drive to just south of SE Oralabor Road in the City of Ankeny.

The construction improvements include the slip-form paving of approximately 3,550 SY of 8” PCC Class C-SUD street pavement, along with approximately 275 SY of 7” PCC Class C-SUD intersection handwork, 250 SY of 7” PCC Class C commercial driveways, and 225 SY of 6” PCC Class C residential driveways. Other associated improvements include Class 10 excavation, subgrade preparation, modified subbase placement, subdrain removal and replacement, reconnection of storm sewer service stubs, minor adjustments to existing storm sewer structures, surface restoration, temporary traffic control, mobilization, and miscellaneous associated work necessary to complete the project.

The bid opening for this project was held on Tuesday, March 1, 2022. Five (5) bids were received as follows:

1. Con-Struct, Inc. $ 805,555.00

2. Hawkeye Paving Corp. $ 840,785.00

3. Shekar Engineering, PLC $ 855,426.10

4. Absolute Concrete Construction, Inc. $ 879,769.00

5. Halbrook Excavating, Inc. $ 905,000.00

The Engineer's Estimate for the project was $ 787,965.00. The bids ranged from approximately 2% above to 15% above the estimate. Con-Struct, Inc. has completed similar street reconstruction projects for the City of Ankeny in the past and they have the technical experience to complete this project. The Public Works Department recommends awarding the 2022 PCC Reconstruction Program - SE Peachtree Drive project to Con-Struct, Inc. of Ames, Iowa.

Pending project approval and award by the City Council, the contractor will be required to start the project no earlier than May 2, 2022 and no later than June 6, 2022. The contractor will have 85 working days to fully complete the overall project.

FISCAL IMPACT: **??Yes**

This project is included in the current Capital Improvement Program with construction scheduled for 2022.

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the Council take the following action:

1. Hold a hearing on the proposed Contract Documents (plans, specifications, and form of contract), and estimate of cost ($ 787,965.00).

2. Approve Resolution, adopting said plans, specifications, form of contract, and estimated cost for the 2022 PCC Reconstruction Program - SE Peachtree Drive project.

3. Receive and file the report of bids received on March 1, 2022.

4. Approve Resolution, making award of construction contract to Con-Struct, Inc. of Ames, Iowa.

5. Approve Resolution, approving contract and bonds with Con-Struct, Inc. in the amount of $805,555.00.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

February 7, 2022: The City Council approved a Resolution ordering construction and setting the bid opening date as March 1, 2022, and setting the public hearing date as March 7, 2022.

PUBLIC OUTREACH EFFORTS:

A project information meeting for adjacent property owners and residents will be held later this spring. Property owners and residents will continue to receive letters updating them throughout the construction phase.

ACTION REQUESTED:

Action: Consider motion to adopt 1) RESOLUTION adopting plans, specifications, form of contract and estimate of cost $787,965.00; 2) receive and file report of bids received March 1, 2022; 3) adopt RESOLUTION making award of construction contract with Con-Struct, Inc. in the amount of $805,555.00; and 4) adopt RESOLUTION approving contract and bonds with Con-Struct, Inc. in the amount of $805,555.00.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
RES - plans, specs
Bid Sheet
Bid Tab
RES - making award
RES - approving contract
Contract
Location Map

Council Member _____ introduced the following Resolution entitled "RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE 2022 PCC RECONSTRUCTION PROGRAM - SE PEACHTREE DRIVE", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE 2022 PCC RECONSTRUCTION PROGRAM - SE PEACHTREE DRIVE

WHEREAS, on the **7th** day of **February**, 2022, plans, specifications, form of contract and estimate of cost were filed with the Clerk for the construction of certain public improvements described in general as the 2022 PCC Reconstruction Program - SE Peachtree Drive; and

WHEREAS, notice of hearing on plans, specifications, form of contract and estimate of cost for the public improvements was published as required by law.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ANKENY, STATE OF IOWA:

Section 1. That the plans, specifications, form of contract and estimate of cost are hereby approved as the plans, specifications, form of contract and estimate of cost for the public improvements, as described in the preamble of this Resolution.

PASSED AND APPROVED this 7th day of March, 2022.

_____

Mayor

ATTEST:

_____

City Clerk

city of Ankeny
bringing it all together

BID LETTING **10:30 A.M.** **MARCH 1, 2022**

2022 PCC RECONSTRUCTION PROGRAM – SE PEACHTREE DRIVE

The purpose of this meeting is to receive, open and tabulate bids for construction of the 2022 PCC Reconstruction Program – SE Peachtree Drive project in accordance with the Plans and Specifications prepared by Ankeny Public Works.

Mark Mueller, Public Works Director

Project Estimate of Cost $787,965

	Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (none) Acknowledged
1)	✓	Shekar Engineering PLC 21600 MLK Jr Pkwy #200 Des Moines, IA 50310	$855,424.74	
2)	✓	Halbrook Excavating 4807 SE Rio Ct Ankeny, IA 50021	$905,000 –	
3)	✓	Hawkeye Paving Corp. 801 42nd St South Bettendorf, IA 52722	$840,785.00	
* 4)	✓	Con. Struct Inc. 305 South Dayton Ave Ames IA 50010	$805,555.00	
5)	✓	Absolute Concrete PO Box 148 Slater, IA 50244	$879,769.00	
6)				

*Apparent Low Bidder

Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (none) Acknowledged
7) ____	_____	_____	_____
8) ____	_____	_____	_____
9) ____	_____	_____	_____
10) ____	_____	_____	_____
11) ____	_____	_____	_____
12) ____	_____	_____	_____
13) ____	_____	_____	_____

*Apparent Low Bidder

Bids will be reviewed and further action taken by the City Council at their next regular meeting of March 7, 2022 at 5:30 P.M.

Mark Mueller

Mark Mueller, Public Works Director

ATTEST:

Denise L Hoy

Denise L. Hoy, City Clerk

Bid Tabulation

2022 PCC Reconstruction Program - SE Peachtree Drive

SE Peachtree Drive from SE Oralabor Road to SE Magnolia Drive

March 1, 2022

				Engineer's Estimate			Con-Struct inc.			Hawkeye Paving Corp.			Shekar Engineering, PLC			Absolute Concrete Construction, Inc.			Halbrook Excavating, Inc.		
Item No.	**SUDAS No.**	**Item**	**Unit**	**Total**	**Unit Price**	**Total Price**	**Total**	**Unit Price**	**Total Price**	**Total**	**Item**	**Unit**	**Total**	**Unit Price**	**Total Price**	**Total**	**Unit Price**	**Total Price**	**Total**	**Unit Price**	**Total Price**
		EARTHWORK																			
2.01	2010-D-2	Topsoil, Compost-amended	CY	290	$75.00	$21,750.00	290	$70.00	$20,300.00	290	$105.00	$30,450.00	290	$80.00	$23,200.00	290	$70.00	$20,300.00	290	$70.00	$20,300.00
2.02	2010-E	Excavation, Class 10	CY	765	$30.00	$22,950.00	765	$30.00	$22,950.00	765	$20.00	$15,300.00	765	$15.00	$11,475.00	765	$25.00	$19,125.00	765	$25.00	$19,125.00
2.03	2010-G	Subgrade Preparation, 6" Depth	SY	4,590	$5.00	$22,950.00	4,590	$5.00	$22,950.00	4,590	$4.00	$18,360.00	4,590	$13.00	$59,670.00	4,590	$4.00	$18,360.00	4,590	$4.00	$18,360.00
2.04	2010-I	Subbase, Modified, Virgin Aggregate, 6" Depth	SY	4,590	$15.00	$68,850.00	4,590	$15.00	$68,850.00	4,590	$17.00	$78,030.00	4,590	$12.00	$55,080.00	4,590	$15.00	$68,850.00	4,590	$15.00	$68,850.00
2.05	2010-L	Compaction Testing	LS	1	$5,000.00	$5,000.00	1	$4,000.00	$4,000.00	1	$2,000.00	$2,000.00	1	$5,000.00	$5,000.00	1	$5,000.00	$5,000.00	1	$5,500.00	$5,500.00
		SEWERS AND DRAINS																			
4.01	4040-A	Subdrain, Corrugated PVC, Type 2, 8" Diameter	LF	2,155	$30.00	$64,650.00	2,155	$30.00	$64,650.00	2,155	$32.00	$68,960.00	2,155	$18.00	$38,790.00	2,155	$40.00	$86,200.00	2,155	$40.00	$86,200.00
4.02	4040-C	Subdrain Cleanout, Type B, 24" Diameter	EA	6	$2,000.00	$12,000.00	6	$1,000.00	$6,000.00	6	$1,500.00	$9,000.00	6	$1,500.00	$9,000.00	6	$3,050.00	$18,300.00	6	$3,050.00	$18,300.00
4.03	4040-D	Subdrain Outlets and Connections, PVC, 8" Diameter	EA	10	$500.00	$5,000.00	10	$500.00	$5,000.00	10	$700.00	$7,000.00	10	$750.00	$7,500.00	10	$500.00	$5,000.00	10	$500.00	$5,000.00
4.04	4040-999-A	Reconnection of Storm Sewer Services	EA	11	$500.00	$5,500.00	11	$500.00	$5,500.00	11	$400.00	$4,400.00	11	$750.00	$8,250.00	11	$750.00	$8,250.00	11	$750.00	$8,250.00
4.05	4040-999-B	Removal of Subdrain, Any Type, Any Size	LF	295	$10.00	$2,950.00	295	$10.00	$2,950.00	295	$10.00	$2,950.00	295	$15.00	$4,425.00	295	$10.00	$2,950.00	295	$10.00	$2,950.00
4.06	4040-999-C	Removal of Subdrain Cleanout	EA	2	$250.00	$500.00	2	$500.00	$1,000.00	2	$200.00	$400.00	2	$500.00	$1,000.00	2	$500.00	$1,000.00	2	$500.00	$1,000.00
		STRUCTURES FOR SANITARY AND STORM SEWERS																			
6.01	6010-E	Manhole Adjustment, Sanitary, Minor, Two-Piece Casting	EA	4	$2,000.00	$8,000.00	4	$2,000.00	$8,000.00	4	$3,400.00	$13,600.00	4	$1,200.00	$4,800.00	4	$1,750.00	$7,000.00	4	$1,750.00	$7,000.00
6.02	6010-E	Intake Adjustment, Minor	EA	5	$1,000.00	$5,000.00	5	$2,000.00	$10,000.00	5	$2,800.00	$14,000.00	5	$1,500.00	$7,500.00	5	$1,250.00	$6,250.00	5	$1,250.00	$6,250.00
6.03	6010-F	Intake Adjustment, Major	EA	1	$3,000.00	$3,000.00	1	$3,000.00	$3,000.00	1	$5,000.00	$5,000.00	1	$4,500.00	$4,500.00	1	$2,000.00	$2,000.00	1	$2,000.00	$2,000.00
		STREETS AND RELATED WORK																			
7.01	7010-A	Pavement, PCC, Class C-SUD, 8" Thick	SY	3,640	$75.00	$273,000.00	3,640	$85.00	$309,400.00	3,640	$88.00	$320,320.00	3,640	$83.00	$302,120.00	3,640	$90.00	$327,600.00	3,640	$107.00	$389,480.00
7.02	7010-A	Pavement, PCC, Class C-SUD, 7" Thick	SY	285	$70.00	$19,950.00	285	$70.00	$19,950.00	285	$92.00	$26,220.00	285	$98.16	$27,975.60	285	$85.00	$24,225.00	285	$85.00	$24,225.00
7.03	7010-E	Curb and Gutter, PCC, Class C-SUD, 2.0' Wide, 8" Thick	LF	31	$40.00	$1,240.00	31	$50.00	$1,550.00	31	$70.00	$2,170.00	31	$75.00	$2,325.00	31	$90.00	$2,790.00	31	$78.00	$2,418.00
7.04	7010-999-A	Plastic Concrete Testing	LS	1	$5,000.00	$5,000.00	1	$3,801.00	$3,801.00	1	$2,000.00	$2,000.00	1	$8,500.00	$8,500.00	1	$7,500.00	$7,500.00	1	$8,500.00	$8,500.00
7.05	7030-A	Removal of Sidewalk	SY	125	$15.00	$1,875.00	125	$15.00	$1,875.00	125	$15.00	$1,875.00	125	$10.00	$1,250.00	125	$10.00	$1,250.00	125	$10.00	$1,250.00
7.06	7030-A	Removal of Driveway	SY	475	$15.00	$7,125.00	475	$15.00	$7,125.00	475	$10.00	$4,750.00	475	$10.00	$4,750.00	475	$10.00	$4,750.00	475	$10.00	$4,750.00
7.07	7030-E	Sidewalk, PCC, 4" Thick	SY	82	$60.00	$4,920.00	82	$50.00	$4,100.00	82	$90.00	$7,380.00	82	$50.00	$4,100.00	82	$72.00	$5,904.00	82	$50.00	$4,100.00
7.08	7030-E	Sidewalk, PCC, 6" Thick	SY	33	$125.00	$4,125.00	33	$80.00	$2,640.00	33	$110.00	$3,630.00	33	$65.00	$2,145.00	33	$95.00	$3,135.00	33	$175.00	$5,775.00
7.09	7030-G	Detectable Warnings, Galvanized Steel	SF	48	$60.00	$2,880.00	48	$60.00	$2,880.00	48	$70.00	$3,360.00	48	$55.00	$2,640.00	48	$63.00	$3,024.00	48	$75.00	$3,600.00
7.10	7030-H	Driveway, Paved, PCC, Class C, Type A Residential, 6" Thick	SY	225	$60.00	$13,500.00	225	$60.00	$13,500.00	225	$82.00	$18,450.00	225	$60.00	$13,500.00	225	$72.00	$16,200.00	225	$70.00	$15,750.00
7.11	7030-H	Driveway, Paved, PCC, Class C, Type A Commercial, 7" Thick	SY	250	$75.00	$18,750.00	250	$65.00	$16,250.00	250	$88.00	$22,000.00	250	$60.00	$15,000.00	250	$77.00	$19,250.00	250	$70.00	$17,500.00
7.12	7040-H	Removal of Pavement	SY	3,840	$12.50	$48,000.00	3,840	$15.00	$57,600.00	3,840	$10.00	$38,400.00	3,840	$13.00	$49,920.00	3,840	$10.00	$38,400.00	3,840	$10.00	$38,400.00
7.13	7040-I	Curb and Gutter Removal, 2.0' Wide	LF	75	$10.00	$750.00	75	$20.00	$1,500.00	75	$30.00	$2,250.00	75	$35.00	$2,625.00	75	$18.00	$1,350.00	75	$18.00	$1,350.00
		TRAFFIC CONTROL																			
8.01	8030-A	Temporary Traffic Control	LS	1	$15,000.00	$15,000.00	1	$9,500.00	$9,500.00	1	$25,000.00	$25,000.00	1	$11,385.00	$11,385.00	1	$8,700.00	$8,700.00	1	$10,000.00	$10,000.00
8.02	8030-999-A	Portable Dynamic Message Sign (PDMS)	CDAY	10	$150.00	$1,500.00	10	$165.00	$1,650.00	10	$150.00	$1,500.00	10	$230.00	$2,300.00	10	$150.00	$1,500.00	10	$175.00	$1,750.00
		SITE WORK AND LANDSCAPING																			
9.01	9010-A	Conventional Seeding and Fertilizing, Type 1	AC	1	$2,500.00	$1,500.00	1	$2,750.00	$1,650.00	1	$2,200.00	$1,320.00	1	$5,175.00	$3,105.00	1	$4,510.00	$2,706.00	1	$5,000.00	$3,000.00
9.02	9010-A	Conventional Seeding and Fertilizing, Type 4	AC	1	$1,500.00	$900.00	1	$1,100.00	$660.00	1	$250.00	$150.00	1	$2,875.00	$1,725.00	1	$2,500.00	$1,500.00	1	$2,850.00	$1,710.00
9.03	9040-Q-2	Erosion Control Mulching, Hydromulching, BFM	AC	1	$3,500.00	$4,200.00	1	$3,850.00	$4,620.00	1	$2,900.00	$3,480.00	1	$5,175.00	$6,210.00	1	$4,500.00	$5,400.00	1	$5,000.00	$6,000.00
9.04	9040-T-1	Inlet Protection Device, Surface-applied	EA	8	$250.00	$2,000.00	8	$66.00	$528.00	8	$75.00	$600.00	8	$402.50	$3,220.00	8	$350.00	$2,800.00	8	$400.00	$3,200.00
9.05	9040-T-1	Inlet Protection Device, Drop-in	EA	8	$200.00	$1,600.00	8	$132.00	$1,056.00	8	$175.00	$1,400.00	8	$230.00	$1,840.00	8	$200.00	$1,600.00	8	$225.00	$1,800.00
9.06	9040-T-2	Inlet Protection Device, Maintenance	EA	16	$50.00	$800.00	16	$20.00	$320.00	16	$35.00	$560.00	16	$57.50	$920.00	16	$50.00	$800.00	16	$55.00	$880.00
		MISCELLANEOUS																			
11.01	11,020-A	Mobilization	LS	1	$80,000.00	$80,000.00	1	$70,000.00	$70,000.00	1	$76,000.00	$76,000.00	1	$120,000.00	$120,000.00	1	$100,000.00	$100,000.00	1	$58,327.00	$58,327.00
11.02	11,030-A	Maintenance of Postal Service	LS	1	$3,000.00	$3,000.00	1	$7,000.00	$7,000.00	1	$4,000.00	$4,000.00	1	$4,500.00	$4,500.00	1	$6,500.00	$6,500.00	1	$7,500.00	$7,500.00
11.03	11,030-B	Maintenance of Solid Waste Collection	LS	1	$5,000.00	$5,000.00	1	$4,000.00	$4,000.00	1	$500.00	$500.00	1	$3,500.00	$3,500.00	1	$8,000.00	$8,000.00	1	$5,000.00	$5,000.00
11.04	11,040-999-A	Temporary Pedestrian Ramp	EA	4	$2,500.00	$10,000.00	4	$1,000.00	$4,000.00	4	$200.00	$800.00	4	$2,500.00	$10,000.00	4	$1,750.00	$7,000.00	4	$2,500.00	$10,000.00
11.05	11,040-999-B	Temporary Driveway	SY	370	$25.00	$9,250.00	370	$25.00	$9,250.00	370	$6.00	$2,220.00	370	$12.65	$4,680.50	370	$20.00	$7,400.00	370	$20.00	$7,400.00
11.06	11,050-A	Concrete Washout, Containers	LS	1	$4,000.00	$4,000.00	1	$4,000.00	$4,000.00	1	$1,000.00	$1,000.00	1	$5,000.00	$5,000.00	1	$1,900.00	$1,900.00	1	$2,250.00	$2,250.00
		TOTAL AMOUNT BID =				**$787,965.00**			**$805,555.00**			**$840,785.00**			**$855,426.10**			**$879,769.00**			**$905,000.00**

*Calculation Error

Council Member _____ introduced the following Resolution entitled "RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE 2022 PCC RECONSTRUCTION PROGRAM - SE PEACHTREE DRIVE", and moved:

☒ that the Resolution be adopted.

☐ ADJOURN to permit the Engineer to review and make recommendation on said bids, therefore defer action on the Resolution to the meeting to be held at _____ _____.M. on _____, 2022, at this place.

Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE 2022 PCC RECONSTRUCTION PROGRAM - SE PEACHTREE DRIVE

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ANKENY, STATE OF IOWA:

Section 1. That the following bid for the construction of certain public improvements described in general as the 2022 PCC Reconstruction Program - SE Peachtree Drive, described in the plans and specifications heretofore adopted by this Council on March 7, 2022, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

Contractor: **Con-Struct, Inc.** of **Ames, Iowa**

Amount of bid: **$805,555.00**

Portion of project: All construction work

Section 2. That the Mayor and Clerk are hereby directed to execute the contract with the contractor for the construction of the public improvements, such contract not to be binding on the City until approved by this Council.

PASSED AND APPROVED this 7th day of March, 2022.

_____
Mayor

ATTEST:

_____
City Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND FOR THE 2022 PCC RECONSTRUCTION PROGRAM - SE PEACHTREE DRIVE", and moved its adoption. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND FOR THE 2022 PCC RECONSTRUCTION PROGRAM - SE PEACHTREE DRIVE

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ANKENY, STATE OF IOWA:

That the construction contract and bond executed and insurance coverage for the construction of certain public improvements described in general as the 2022 PCC Reconstruction Program - SE Peachtree Drive, and as described in detail in the plans and specifications heretofore approved, and which have been signed by the Mayor and Clerk on behalf of the City be and the same are hereby approved as follows:

Contractor: **Con-Struct, Inc.** of **Ames, Iowa**

Amount of bid: **$805,555.00**

Bond surety: _____

Date of bond: _____

Portion of project: All construction work

PASSED AND APPROVED this **7th** day of **March**, 2022.

_____
Mayor

ATTEST:

_____
City Clerk

CONTRACT

THIS CONTRACT, made and entered into at **Ankeny, Iowa** this 7th day of March, 2022, by and between the **City of Ankeny, Iowa** by its **Mayor**, upon order of its **City Council** hereinafter called the "Jurisdiction," and Con-Struct, Inc., hereinafter called the "Contractor."

WITNESSETH:

The Contractor hereby agrees to complete the work comprising the below referenced improvements as specified in the Contract Documents, which are officially on file with the Jurisdiction, in the office of the **City Clerk**. This Contract includes all Contract Documents. The work under this Contract shall be constructed in accordance with the SUDAS Standard Specifications, Most Recent Edition, and as further modified by the Supplemental Specifications and Special Provisions included in said Contract Documents. 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: Bid Items, Quantities, and Prices, which were proposed by the Contractor in its Proposal submitted in accordance with the Notice to Bidders and Notice of Public Hearing for the following described improvements:

2022 PCC RECONSTRUCTION PROGRAM – SE PEACHTREE DRIVE

The 2022 PCC Reconstruction Program – SE Peachtree Drive project includes pavement reconstruction and minor utility improvements along SE Peachtree Drive from just north of SE Magnolia Drive to just south of SE Oralabor Road in the City of Ankeny.

The construction improvements include the slip-form paving of approximately 3,550 SY of 8" PCC Class C-SUD street pavement, along with approximately 275 SY of 7" PCC Class C-SUD intersection handwork, 250 SY of 7" PCC Class C commercial driveways, and 225 SY of 6" PCC Class C residential driveways. Other associated improvements include Class 10 excavation, subgrade preparation, modified subbase placement, subdrain removal and replacement, reconnection of storm sewer service stubs, minor adjustments to existing storm sewer structures, surface restoration, temporary traffic control, mobilization, and miscellaneous associated work necessary to complete the project.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of Eight Hundred Five Thousand, Five Hundred Fifty-Five and 00/100 DOLLARS ($805,555.00), which amount shall constitute the required amount of the Performance, Payment, and Maintenance Bond. The Contractor hereby agrees to commence work under this Contract on or before a date to be specified in a written Notice to Proceed by the Jurisdiction; and to complete the project as described in the Notice to Bidders and Notice of Public Hearing as noted below:

The Contractor shall fully complete the overall project within **eighty-five (85) working days.** Full completion for the overall project shall be defined as all utility, grading, and pavement construction completed, with the new streets, driveways, and sidewalks fully open to traffic, and all improvements ready for final acceptance. **A mandatory six-day work week is required and working days will be charged on Saturdays.** Should the Contractor fail to fully complete the work within this timeframe, liquidated damages of **One Thousand Dollars ($1,000.00) per calendar day** will be assessed for work not fully completed within the designated Contract term(s).

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

JURISDICTION:

By: _____

(Seal)
ATTEST:

_____

CONTRACTOR:

CON-STRUCT, INC.
Contractor

By: D Wunt
Signature

PRESIDENT
Title

Con-Struct Inc
305 South Dayton Ave
Ames, IA 50010
Street Address

City, State, Zip Code

515 232 6443
Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration Number CO 9441-32 issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.

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 Iowa Department of Workforce Development. 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 is 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 Iowa Code, or as amended, governing foreign corporations.

NOTE:

1. **All signatures on this Contract must be original signatures in ink; copies, facsimiles, or electronic signatures will not be accepted.**

CORPORATE ACKNOWLEDGEMENT

State of Iowa)
) SS
Story County)

On this 1st day of March, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Doug Waite and ___ Pusiaunt, to me known, who, being by me duly sworn, did say that they are the ___, and ___, respectively, of the corporation executing the foregoing instrument; that (no seal has been procured by) (the seal affixed thereto is the seal of) the corporation; that said instrument was signed (and sealed) on behalf of the corporation by authority of this Board of Directors; that Doug Waite and ___ acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Jan Searcy

NOTARIAL SEAL IOWA
JAN SEARCY
Commission Number 807340
My Commission Expires

Notary Public in and for the State of Iowa
My commission expires 11-6, 2023

NOTARIAL SEAL IOWA
JAN SEARCY
Commission Number 807340
My Commission Expires 11-6-23

PARTNERSHIP ACKNOWLEDGEMENT

State of _____)
) SS
_____ County)

On this _____ day of _____, 20___, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ to me personally known, who being by me duly sworn, did say that the person is one of the partners of _____ _____, a partnership, and that the instrument was signed on behalf of the partnership by authority of the partners and the partner acknowledged the execution of the instrument to be the voluntary act and deed of the partnership by it and by the partner voluntarily executed.

_____
Notary Public in and for the State of _____
My commission expires _____, 20___

INDIVIDUAL ACKNOWLEDGEMENT

State of _____)
) SS
_____ County)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ and ___ _____, to me known to be the identical person(s) named in and who executed the foregoing instrument, and acknowledged that (he) (she) (they) executed the instrument as (his) (her) (their) voluntary act and deed.

_____
Notary Public in and for the State of _____
My commission expires _____, 20____

LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT

State of _____)
) SS
_____ County)

On this _____ day of _____, 20____, before me a Notary Public in and for said county, personally appeared _____, to me personally known, who being by me duly sworn did say that person is _____ of said _____, 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 _____ _____, by authority of its managers and the said _____ acknowledged the execution of said instrument to be the voluntary act and deed of said _____ _____, by it voluntarily executed.

_____
Notary Public in and for the State of _____
My commission expires _____, 20____

CONTRACT ATTACHMENT: BID ITEMS, QUANTITIES, AND PRICES

This Contract is awarded and executed for completion of the work specified in the Contract Documents for the bid prices tabulated below as proposed by the Contractor in its Proposal submitted in accordance with the Notice to Bidders and Notice of Public Hearing. All quantities are subject to revision by the Jurisdiction. Quantity changes that amount to twenty percent (20%) or less of the amount bid shall not affect the unit bid price.

Item No.	Item	Unit	Total	Unit Price	Total Price
	EARTHWORK				
2.01	Topsoil, Compost-amended	CY	290	$70.00	$20,300.00
2.02	Excavation, Class 10	CY	765	$30.00	$22,950.00
2.03	Subgrade Preparation, 6" Depth	SY	4,590	$5.00	$22,950.00
2.04	Subbase, Modified, Virgin Aggregate, 6" Depth	SY	4,590	$15.00	$68,850.00
2.05	Compaction Testing	LS	1	$4,000.00	$4,000.00
	SEWERS AND DRAINS				
4.01	Subdrain, Corrugated PVC, Type 2, 8" Diameter	LF	2,155	$30.00	$64,650.00
4.02	Subdrain Cleanout, Type B, 24" Diameter	EA	6	$1,000.00	$6,000.00
4.03	Subdrain Outlets and Connections, PVC, 8" Diameter	EA	10	$500.00	$5,000.00
4.04	Reconnection of Storm Sewer Services	EA	11	$500.00	$5,500.00
4.05	Removal of Subdrain, Any Type, Any Size	LF	295	$10.00	$2,950.00
4.06	Removal of Subdrain Cleanout	EA	2	$500.00	$1,000.00
	STRUCTURES FOR SANITARY AND STORM SEWERS				
6.01	Manhole Adjustment, Sanitary, Minor, Two-Piece Casting	EA	4	$2,000.00	$8,000.00
6.02	Intake Adjustment, Minor	EA	5	$2,000.00	$10,000.00
6.03	Intake Adjustment, Major	EA	1	$3,000.00	$3,000.00
	STREETS AND RELATED WORK				
7.01	Pavement, PCC, Class C-SUD, 8" Thick	SY	3,640	$85.00	$309,400.00
7.02	Pavement, PCC, Class C-SUD, 7" Thick	SY	285	$70.00	$19,950.00
7.03	Curb and Gutter, PCC, Class C-SUD, 2.0' Wide, 8" Thick	LF	31	$50.00	$1,550.00
7.04	Plastic Concrete Testing	LS	1	$3,801.00	$3,801.00
7.05	Removal of Sidewalk	SY	125	$15.00	$1,875.00
7.06	Removal of Driveway	SY	475	$15.00	$7,125.00

7.07	Sidewalk, PCC, 4" Thick	SY	82	$50.00	$4,100.00
7.08	Sidewalk, PCC, 6" Thick	SY	33	$80.00	$2,640.00
7.09	Detectable Warnings, Galvanized Steel	SF	48	$60.00	$2,880.00
7.10	Driveway, Paved, PCC, Class C, Type A Residential, 6" Thick	SY	225	$60.00	$13,500.00
7.11	Driveway, Paved, PCC, Class C, Type A Commercial, 7" Thick	SY	250	$65.00	$16,250.00
7.12	Removal of Pavement	SY	3,840	$15.00	$57,600.00
7.13	Curb and Gutter Removal, 2.0' Wide	LF	75	$20.00	$1,500.00
	TRAFFIC CONTROL				
8.01	Temporary Traffic Control	LS	1	$9,500.00	$9,500.00
8.02	Portable Dynamic Message Sign (PDMS)	CDAY	10	$165.00	$1,650.00
	SITE WORK AND LANDSCAPING				
9.01	Conventional Seeding and Fertilizing, Type 1	AC	1	$2,750.00	$1,650.00
9.02	Conventional Seeding and Fertilizing, Type 4	AC	1	$1,100.00	$660.00
9.03	Erosion Control Mulching, Hydromulching, BFM	AC	1	$3,850.00	$4,620.00
9.04	Inlet Protection Device, Surface-applied	EA	8	$66.00	$528.00
9.05	Inlet Protection Device, Drop-in	EA	8	$132.00	$1,056.00
9.06	Inlet Protection Device, Maintenance	EA	16	$20.00	$320.00
	MISCELLANEOUS				
11.01	Mobilization	LS	1	$70,000.00	$70,000.00
11.02	Maintenance of Postal Service	LS	1	$7,000.00	$7,000.00
11.03	Maintenance of Solid Waste Collection	LS	1	$4,000.00	$4,000.00
11.04	Temporary Pedestrian Ramp	EA	4	$1,000.00	$4,000.00
11.05	Temporary Driveway	SY	370	$25.00	$9,250.00
11.06	Concrete Washout, Containers	LS	1	$4,000.00	$4,000.00

TOTAL CONTRACT AMOUNT = $805,555.00

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, Con-Struct, Inc., as Principal (hereinafter the "Contractor" or "Principal") and *Merchants Bonding Company (Mutual)*, as Surety, are held and firmly bound unto the **City of Ankeny, Iowa**,* as Obligee, (hereinafter referred to as the "Jurisdiction"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of Eight Hundred Five Thousand, Five Hundred Fifty-Five and 00/100 DOLLARS ($805,555.00), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives, and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Jurisdiction, bearing date the 7th day of March, 2022, (hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

2022 PCC RECONSTRUCTION PROGRAM – SE PEACHTREE DRIVE

The 2022 PCC Reconstruction Program – SE Peachtree Drive project includes pavement reconstruction and minor utility improvements along SE Peachtree Drive from just north of SE Magnolia Drive to just south of SE Oralabor Road in the City of Ankeny.

The construction improvements include the slip-form paving of approximately 3,550 SY of 8" PCC Class C-SUD street pavement, along with approximately 275 SY of 7" PCC Class C-SUD intersection handwork, 250 SY of 7" PCC Class C commercial driveways, and 225 SY of 6" PCC Class C residential driveways. Other associated improvements include Class 10 excavation, subgrade preparation, modified subbase placement, subdrain removal and replacement, reconnection of storm sewer service stubs, minor adjustments to existing storm sewer structures, surface restoration, temporary traffic control, mobilization, and miscellaneous associated work necessary to complete the project.

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 Contract Documents.

It is expressly understood and agreed by the Contractor and Surety in this Bond that the following provisions are a part of this Bond and are binding upon said 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 said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, 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.

**Department of Public Works, 1210 NW Prairie Ridge Drive, Ankeny, IA 50023*

2. PAYMENT: The Contractor and the Surety on this Bond are hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, 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 to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.

3. MAINTENANCE: The Contractor and the Surety on this Bond hereby agree, at their own expense:

   A. To 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)** years from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;

   B. To keep all work in continuous good repair; and

   C. To pay the Jurisdiction's reasonable costs of monitoring and inspecting to assure that any defects are remedied, and to repair 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.

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, which thereby 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 (20%) 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 the liquidated damage penalty is being charged against the Contractor.

   D. 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.

E. 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 where 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, attorney's 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.

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 incurring to the benefit of the Jurisdiction, the Contractor and the Surety agree, jointly and severally, to pay the Jurisdiction all outlay and expense incurred therefore 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 Surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said 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 phase 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 7th day of March, 2022.

Surety Countersigned By:

_____
Signature of Agent

_____
Printed Name of Agent

_____
Company Name

_____
Company Address

_____
City, State, Zip Code

_____
Company Telephone Number

PRINCIPAL: *Con-Struct, Inc.*
305 S. Dayton Avenue
Ames, IA 50010
Contractor

By: _____
Signature

PRESIDENT
Title

SURETY:

Merchants Bonding Company (Mutual)
Surety Company

By: _____
Signature Attorney-in-Fact Officer

Troy Staples
Printed Name of Attorney-in-Fact Officer

Merchants Bonding Company (Mutual)
Company Name

PO Box 14498
Company Address

Des Moines, IA 50306
City, State, Zip Code

800-678-8171
Company Telephone Number

NOTE:

1. **All signatures on this Performance, Payment, and Maintenance Bond must be original signatures in ink; copies, facsimiles, or electronic signatures will not be accepted.**
2. **This Bond must be sealed with the Surety's raised, embossing 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 of Power or Attorney accompanying this Bond.**

ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of _____)
)
County of _____)

On this _____ day of _____, in the year _____, before me personally come(s) _____, to me known and known to me to be the person(s) who (is) (are) described in and executed the foregoing instrument and acknowledge(s) to me that he/she executed the same.

_____
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

State of _____)
)
County of _____)

On this _____ day of _____, in the year _____, before me personally come(s) _____, a member of the co-partnership of _____ _____ to me known and known to me to be the person who is described in and executed the foregoing instrument and acknowledges to me that he/she executed the same as for the act and deed of the said co-partnership.

_____
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Corporation)

State of Iowa)
)
County of Story)

On this 7th day of March, in the year 2022, before me personally come(s) Doug Waite, to me known, who, being duly sworn, deposes and says that he/she is the Presiaunt of the Con-Struct Inc the corporation described in and which executed the foregoing instrument; that he/she knows the seal of the said corporation; the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

Jan Searcy
Notary Public

NOTARIAL SEAL IOWA
JAN SEARCY
Commission Number 807340
My Commission Expires 11-4-23

ACKNOWLEDGMENT OF SURETY

State of Minnesota)
)
County of Dakota)

On this 7th day of March, in the year 2022, before me personally come(s) Troy Staples, Attorney(s)-in-Fact of Merchants Bonding Company (Mutual) with whom I am personally acquainted, and who, being by me duly sworn, says that he/she is (are) the Attorney(s)-in-Fact of Merchants Bonding Company (Mutual) company described in and which executed the within instrument; that he/she know(s) the corporate seal of such company; and that seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and that he/she signed said instrument as Attorney(s)-in-Fact of the said company by like order.

LISA M. FRANCOUR
NOTARY PUBLIC - MINNESOTA
My Commission Expires Jan. 31, 2025

Lisa M. Francour
Notary Public

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,

Jennifer Boyles; Jonathan Pate; Nick Hochban; Thomas G Kemp; Thomas M Lahl; Troy Staples; Zachary Pate

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 6th day of April , 2017 .

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

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

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.
On this this 6th day of April 2017 , 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.

NOTARIAL SEAL IOWA

ALICIA K. GRAM
Commission Number 767430
My Commission Expires
April 1, 2020

Alicia K. Gram
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 7th day of March , 2022 .

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0018 (3/17)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/03/2022

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 FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060	CONTACT NAME: CLIENT CONTACT CENTER PHONE (A/C, No, Ext): 888-333-4949 FAX (A/C, No): 507-446-4664 E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM
INSURED 156-629-8 CON-STRUCT INCORPORATED 305 S DAYTON AVE AMES, IA 50010-6413	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: FEDERATED MUTUAL INSURANCE COMPANY — 13935 INSURER B: FEDERATED SERVICE INSURANCE COMPANY — 28304 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 415 REVISION NUMBER: 0

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y	N	6059602	12/01/2021	12/01/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $100,000 $10,000 $1,000,000 $2,000,000 $2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	N	N	6059602	12/01/2021	12/01/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION	N	N	6059603	12/01/2021	12/01/2022	EACH OCCURRENCE AGGREGATE	$8,000,000 $8,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	N	6059604	12/01/2021	12/01/2022	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $500,000 $500,000 $500,000

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

CITY OF ANKENY 2022 PCC RECONSTRUCTION PROGRAM - SE PEACHTREE DRIVE
THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU ENDORSEMENT FOR GENERAL LIABILITY.

CERTIFICATE HOLDER	CANCELLATION
156-629-8 415 0 CITY OF ANKENY 410 W 1ST ST ANKENY, IA 50023-1557	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 Michael G Kerr

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN A WRITTEN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. **Section II - Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the 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 activities.

   This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

© Insurance Services Office, Inc., 2018

2. "Bodily injury" or "property damage" 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 location 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 a part of the same project.

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

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

© Insurance Services Office, Inc., 2018

city of Ankeny
bringing it all together

2022 - PCC Reconstruction Program - SE Peachtree Drive

Map is for Locational Purposes Only

W E S N

1 in = 200 ft

Date: 1/5/2022

PUBLIC WORKS DEPARTMENT

ENGINEERING DIVISION

??

ANKENY CITY COUNCIL

City Council Agenda

March 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: COUNCIL GOAL: ??

City Clerk

ACTION REQUESTED:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Proposed NE Four Mile Drive RCB - Deer Creek (PH 2022-26)

EXECUTIVE SUMMARY:

NE Four Mile Drive RCB - Deer Creek

The NE Four Mile Drive RCB for Deer Creek project is generally located on NE Four Mile Drive between NE 16th Street and NE S8th Street. The construction improvements include construction of a Twin 12' x 8' x 188' reinforced concrete box culvert and roadway embankment. Other associated improvements include mobilization, excavation, fencing, revetment, erosion control, surface restoration and miscellaneous work necessary to complete the project.

The bid opening for this project was held on Tuesday, March 1, 2022. Three (3) bids were received as follows:

1. Gus Construction $1,027,970.68
2. Jenco Construction, Inc. $1,038,615.50

3. Synergy Contracting, LLC $1,641,469.50

The Engineer's Estimate for the project was $1,161,988.00. The bids ranged from approximately 13% below to 41% above the engineer's estimate. The City reviewed the bid results both internally and with the project's engineering consultant. Gus Construction successfully completed other projects for Kirkham Michael in the past. It is recommended that the project be awarded to Gus Construction of Casey, Iowa.

Pending project approval and award by the City Council, the contractor will shall commence any time after the written Notice to Proceed is issued, no later than April 11th, 2022, and they will have 90 Working Days to complete the project.

FISCAL IMPACT: **??Yes**

This project is included in the current Capital Improvement Program with construction scheduled for 2022.

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that City Council take the following action:

1. Hold a hearing on the proposed Contract Documents (plans, specifications and form of contract) and estimated cost ($1,161,988.00).

2. Approve Resolution, adopting said plans, specifications, form of contract and estimated cost for the NE Four Mile Drive RCB - Deer Creek.

3. Receive and file the report of bids received on March 1, 2022.

4. Approve Resolution, making award of construction contract to Gus Construction of Casey, Iowa.

5. Approve Resolution, approving contract and bonds with Gus Construction in the amount of $1,027,970.68.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

February 7, 2022: The City Council approved a Resolution ordering construction and setting the bid opening date as March 1, 2022, and setting the public hearing date as March 7, 2022.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to adopt 1) RESOLUTION adopting plans, specifications, form of contract and estimate of cost $1,161,988.00; 2) receive and file report of bids received March 1, 2022; 3) adopt RESOLUTION making award of construction contract with Gus Construction in the amount of $1,027,970.68; and 4) adopt RESOLUTION approving contract and bonds with Gus Construction in the amount of $1,027,970.68.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
RES - plans, specs
Bid Sheet
RES - making award
Bid Tab
RES - approving contract
Contract
Location Map

Council Member _____ introduced the following Resolution entitled "RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE NE FOUR MILE DRIVE RCB FOR DEER CREEK", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE NE FOUR MILE DRIVE RCB FOR DEER CREEK

WHEREAS, on the **7th** day of **February**, 2022, plans, specifications, form of contract and estimate of cost were filed with the Clerk for the construction of certain public improvements described in general as the NE Four Mile Drive RCB for Deer Creek; and

WHEREAS, notice of hearing on plans, specifications, form of contract and estimate of cost for the public improvements was published as required by law.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ANKENY, STATE OF IOWA:

Section 1. That the plans, specifications, form of contract and estimate of cost are hereby approved as the plans, specifications, form of contract and estimate of cost for the public improvements, as described in the preamble of this Resolution.

PASSED AND APPROVED this 7th day of March, 2022.

_____

Mayor

ATTEST:

_____

City Clerk

city of Ankeny
bringing it all together

BID LETTING **10:30 A.M.** **MARCH 1, 2022**

NE FOUR MILE DRIVE RCB – DEER CREEK

The purpose of this meeting is to receive, open and tabulate bids for construction of the NE Four Mile Drive RCB – Deer Creek project in accordance with the Plans and Specifications prepared by Kirkham Michael & Associates.

Don Clark, Municipal Utilities Director

Project Estimate of Cost $1,161,988

	Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (one) Acknowledged
* 1)	✓	Gus Construction PO Box 77 Casey IA 50048	$1,027,970.68	✓
* 2)	✓	~~Iowa Concrete Inc~~ Jenco Construction Inc. 6804 NW 2nd St Des Moines Ia 50313	$1,038,615.50	✓
3)	✓	Synergy Contracting LLC 7481 US Hwy 69 Des Moines IA 50320	$1,641,469.50	✓
4)				
5)				
6)				

*Apparent Low Bidder

Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (one) Acknowledged
7) ____	_____	_____	_____
8) ____	_____	_____	_____
9) ____	_____	_____	_____
10) ____	_____	_____	_____
11) ____	_____	_____	_____
12) ____	_____	_____	_____
13) ____	_____	_____	_____

*Apparent Low Bidder

Bids will be reviewed and further action taken by the City Council at their next regular meeting of March 7, 2022 at 5:30 P.M.

Donald Clark

Don Clark, Municipal Utilities Director

ATTEST:

Denise L. Hoy

Denise L. Hoy, City Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE NE FOUR MILE DRIVE RCB FOR DEER CREEK", and moved:

☒ that the Resolution be adopted.

☐ ADJOURN to permit the Engineer to review and make recommendation on said bids, therefore defer action on the Resolution to the meeting to be held at _____ _____.M. on _____, 2022, at this place.

Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE NE FOUR MILE DRIVE RCB FOR DEER CREEK

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ANKENY, STATE OF IOWA:

Section 1. That the following bid for the construction of certain public improvements described in general as the NE Four Mile Drive RCB for Deer Creek, described in the plans and specifications heretofore adopted by this Council on March 7, 2022, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

Contractor: **Gus Construction** of **Casey, Iowa**

Amount of bid: **$1,027,970.68**

Portion of project: All construction work

Section 2. That the Mayor and Clerk are hereby directed to execute the contract with the contractor for the construction of the public improvements, such contract not to be binding on the City until approved by this Council.

PASSED AND APPROVED this 7th day of March, 2022.

_____
Mayor

ATTEST:

_____
City Clerk

KIRKHAM MICHAEL

Tabulation of Bids

City of Ankeny

I hereby certify that this is a true and correct bid tabulation of bids received on March 1, 2022 for the NE Four Mile Drive RCB over Deer Creek RCB Culvert project in Ankeny, IA.

Greg Cabalka, P.E. License No. 21393 Date 3/1/2022

Bid Date is Tuesday, March 1, 2022				Engineer's Opinion of Cost		GUS CONSTRUCTION CO.		JENCO CONSTRUCTION		SYNERGY CONTRACTING			
	Item	Units	Quantity	Unit Price	Subtotal	Unit Price	Subtotal	Unit Price	Subtotal	Unit Price	Subtotal	Unit Price	Subtotal
Division 2 - Clearing, Excavation, & Embankment													
2.1	CLEARING AND GRUBBING	LS	1	$ 15,000.00	$ 15,000.00	$ 21,000.00	$ 21,000.00	$ 15,000.00	$ 15,000.00	$ 29,400.00	$ 29,400.00		$ -
2.2	TOPSOIL ON-SITE	CY	3900	$ 6.50	$ 25,350.00	$ 6.00	$ 23,400.00	$ 6.60	$ 25,740.00	$ 14.00	$ 54,600.00		$ -
2.3	EXCAVATION, CLASS D (ON-SITE)	CY	41600	$ 3.25	$ 135,200.00	$ 4.00	$ 166,400.00	$ 4.40	$ 183,040.00	$ 7.00	$ 291,200.00		$ -
2.4	COMPACTION TESTING	LS	1	$ 12,000.00	$ 12,000.00	$ 6,000.00	$ 6,000.00	$ 6,600.00	$ 6,600.00	$ 14,000.00	$ 14,000.00		$ -
Division 4 -Sewer & Drains													
4.1	STORM SEWER, TRENCHED, HDPE, 12"	LF	179	$ 56.00	$ 10,024.00	$ 85.00	$ 15,215.00	$ 93.50	$ 16,736.50	$ 126.00	$ 22,554.00		$ -
4.2	PIPE, APRON, CMP, 12"	EA	2	$ 2,000.00	$ 4,000.00	$ 800.00	$ 1,600.00	$ 880.00	$ 1,760.00	$ 3,500.00	$ 7,000.00		$ -
Division 5 - Water Mains & Appurtenances													
Divison 6 - Structures for Sanitary and Storm Sewers													
Division 7 - Streets & Related Work													
Division 8 - Traffic Control / Signalization													
Division 9 - Site Work and Landscaping													
9.1	CONVENTIONAL SEEDING, FERT AND MULCH, T 4	AC	6	$ 2,000.00	$ 12,000.00	$ 950.00	$ 5,700.00	$ 1,700.00	$ 10,200.00	$ 2,380.00	$ 14,280.00		$ -
9.2	CONVENTIONAL SEEDING, FERT AND MULCH, T 3	AC	1.8	$ 500.00	$ 900.00	$ 350.00	$ 630.00	$ 600.00	$ 1,080.00	$ 840.00	$ 1,512.00		$ -
9.3	EROSION CONTROL MULCHING HYDRO	AC	7.8	$ 2,200.00	$ 17,160.00	$ 3,200.00	$ 24,960.00	$ 3,500.00	$ 27,300.00	$ 4,900.00	$ 38,220.00		$ -
9.4	WATTLES	LF	500	$ 3.50	$ 1,750.00	$ 3.00	$ 1,500.00	$ 4.00	$ 2,000.00	$ 5.00	$ 2,500.00		$ -
9.5	WATTLES, REMOVAL OF DEVICE	LF	500	$ 0.60	$ 300.00	$ 1.00	$ 500.00	$ 0.50	$ 250.00	$ 1.00	$ 500.00		$ -
9.6	RIP RAP, CLASS D	TON	30	$ 65.00	$ 1,950.00	$ 75.00	$ 2,250.00	$ 75.00	$ 2,250.00	$ 98.00	$ 2,940.00		$ -
9.7	SILT FENCE	LF	3200	$ 2.25	$ 7,200.00	$ 1.80	$ 5,760.00	$ 1.75	$ 5,600.00	$ 2.00	$ 6,400.00		$ -
9.8	SILT FENCE, REMOVAL OF DEVICE	LF	3200	$ 1.55	$ 4,960.00	$ 0.10	$ 320.00	$ 0.05	$ 160.00	$ 0.25	$ 800.00		$ -
9.9	STABILIZED CONSTRUCTION ENTRANCE	SY	350	$ 20.00	$ 7,000.00	$ 10.00	$ 3,500.00	$ 19.80	$ 6,930.00	$ 14.00	$ 4,900.00		$ -
9.10	TURF REINFORCEMENT MAT	SF	16	$ 50.00	$ 800.00	$ 40.00	$ 640.00	$ 50.00	$ 800.00	$ 70.00	$ 1,120.00		$ -
Division 11 - Miscellaneous													
11.1	MOBILIZATION	LS	1	$ 100,000.00	$ 100,000.00	$ 80,000.00	$ 80,000.00	$ 30,000.00	$ 30,000.00	$ 92,400.00	$ 92,400.00		$ -
11.2	CONCRETE WASHOUT	LS	1	$ 5,000.00	$ 5,000.00	$ 2,400.00	$ 2,400.00	$ 5,000.00	$ 5,000.00	$ 7,000.00	$ 7,000.00		$ -
Division 12 - Other													
12.1	SPECIAL BACKFILL	CY	183	$ 35.00	$ 6,405.00	$ 85.00	$ 15,555.00	$ 45.00	$ 8,235.00	$ 84.00	$ 15,372.00		$ -
12.2	EXCAVATION, CLASS 10, CHANNEL	CY	804	$ 8.00	$ 6,432.00	$ 15.00	$ 12,060.00	$ 16.50	$ 13,266.00	$ 21.00	$ 16,884.00		$ -
12.3	COMPACTING BACKFILL ADJACENT TO BRIDGES, CULVERT	CY	289	$ 18.00	$ 5,202.00	$ 25.00	$ 7,225.00	$ 27.50	$ 7,947.50	$ 21.00	$ 6,069.00		$ -
12.4	COMPACTION WITH MOISTURE CONTROL	CY	1860	$ 1.50	$ 2,790.00	$ 2.00	$ 3,720.00	$ 2.20	$ 4,092.00	$ 7.00	$ 13,020.00		$ -
12.5	FLOODED BACKFILL	CY	54	$ 50.00	$ 2,700.00	$ 100.00	$ 5,400.00	$ 50.00	$ 2,700.00	$ 140.00	$ 7,560.00		$ -
12.6	EXCAVATION, CLASS 20	CY	2267	$ 26.00	$ 58,942.00	$ 18.00	$ 40,806.00	$ 12.00	$ 27,204.00	$ 21.00	$ 47,607.00		$ -
12.7	STRUCTURAL CONCRETE (RCB CULVERT)	CY	812.5	$ 640.00	$ 520,000.00	$ 464.00	$ 377,000.00	$ 500.00	$ 406,250.00	$ 702.00	$ 570,375.00		$ -
12.8	REINFORCING STEEL	LB	99172	$ 1.40	$ 138,840.80	$ 1.19	$ 118,014.68	$ 1.50	$ 148,758.00	$ 2.00	$ 198,344.00		$ -
12.9	TEMPORARY STREAM DIVERSION	EACH	1	$ 12,000.00	$ 12,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 21,000.00	$ 21,000.00		$ -
12.10	PILES, STEEL SHEET	SF	370	$ 36.00	$ 13,320.00	$ 35.00	$ 12,950.00	$ 35.00	$ 12,950.00	$ 210.00	$ 77,700.00		$ -
12.11	SUBDRAIN, PERFORATED PLASTIC PIPE, 4 IN. DIA.	LF	428	$ 8.79	$ 3,760.00	$ 25.00	$ 10,700.00	$ 6.00	$ 2,568.00	$ 35.00	$ 14,980.00		$ -
12.12	ENGINEERING FABRIC	SY	490	$ 3.50	$ 1,715.00	$ 7.00	$ 3,430.00	$ 7.00	$ 3,430.00	$ 3.00	$ 1,470.00		$ -
12.13	REVETMENT, CLASS D	TON	400	$ 60.00	$ 24,000.00	$ 75.00	$ 30,000.00	$ 75.00	$ 30,000.00	$ 98.00	$ 39,200.00		$ -
12.14	FENCE, CHAIN LINK, VINYL COATED	LF	117.5	$ 45.00	$ 5,287.50	$ 122.00	$ 14,335.00	$ 134.20	$ 15,768.50	$ 175.00	$ 20,562.50		$ -
Total Base Bid (Items 2.1 through 12.14)					**$ 1,161,988**		$ 1,027,970.68		$ 1,038,615.50		$ 1,641,469.50		$ -
			Bid Bond			X		X		X			
			Addendum			X		X		X			

Council Member _____ introduced the following Resolution entitled "RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND FOR THE NE FOUR MILE DRIVE RCB FOR DEER CREEK", and moved its adoption. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND FOR THE NE FOUR MILE DRIVE RCB FOR DEER CREEK

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ANKENY, STATE OF IOWA:

That the construction contract and bond executed and insurance coverage for the construction of certain public improvements described in general as the NE Four Mile Drive RCB for Deer Creek, and as described in detail in the plans and specifications heretofore approved, and which have been signed by the Mayor and Clerk on behalf of the City be and the same are hereby approved as follows:

Contractor: **Gus Construction** of **Casey, Iowa**

Amount of bid: **$1,027,970.68**

Bond surety: _____

Date of bond: _____

Portion of project: All construction work

PASSED AND APPROVED this **7th** day of **March**, 2022.

_____
Mayor

ATTEST:

_____
City Clerk

CONTRACT

THIS CONTRACT, made and entered into at **Ankeny, Iowa** this 7th day of March, 2022 by and between the **City of Ankeny, Iowa** by its **Mayor**, upon order of its **City Council** hereinafter called the "Jurisdiction," and Gus Construction Co., Inc., hereinafter called the "Contractor."

WITNESSETH:

The Contractor hereby agrees to complete the work comprising the below referenced improvements as specified in the Contract Documents, which are officially on file with the Jurisdiction, in the office of the **City Clerk**. This Contract includes all Contract Documents. The work under this Contract shall be constructed in accordance with the SUDAS Standard Specifications, Most Recent Edition, and as further modified by the Supplemental Specifications and Special Provisions included in said Contract Documents. 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: Bid Items, Quantities, and Prices, which were proposed by the Contractor in its Proposal submitted in accordance with the Notice to Bidders and Notice of Public Hearing for the following described improvements:

NE Four Mile Drive RCB For Deer Creek

The NE Four Mile Drive RCB For Deer Creek project is generally located on NE Four Mile Drive between NE 16th St and NE 8th St. The construction improvements include construction of a Twin 12' x 8' x 188' reinforced concrete box culvert and roadway embankment. Other associated improvement include mobilization, excavation, fencing, revetment, erosion control, surface restoration and miscellaneous work necessary to complete the project.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of One Million Twenty-Seven Thousand Nine Hundred Seventy DOLLARS and Sixty-Eight Cents. ($1,027,970.68), which amount shall constitute the required amount of the Performance, Payment, and Maintenance Bond. The Contractor hereby agrees to commence work under this Contract on or before a date to be specified in a written Notice to Proceed by the Jurisdiction; and to complete the project as described in the Notice to Bidders and Notice of Public Hearing as noted below:

The Contractor shall fully complete the overall project within **ninety (90) working days.** Full completion for the overall project shall be defined as all culvert construction and excavation completed, all site restoration and seeding completed, and all improvements ready for final acceptance. Should the Contractor fail to fully complete the work within this timeframe, liquidated damages of **One Thousand Dollars ($1,000.00) per calendar day** will be assessed for work not fully completed within the designated Contract term(s).

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

JURISDICTION:

By: _____

(Seal)
ATTEST:

_____

CONTRACTOR:

Gus Construction Company, Inc.
Contractor

By: _____
Signature: Jeffrey J. Ocheltree

President
Title

606 MCPHERSON STREET
Street Address

CASEY, IOWA 50048
City, State, Zip Code

(641) 746-2229
Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration Number C0956-12 issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.

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 Iowa Department of Workforce Development. 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 is 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 Iowa Code, or as amended, governing foreign corporations.

NOTE:

1. **All signatures on this Contract must be original signatures in ink; copies, facsimiles, or electronic signatures will not be accepted.**

CORPORATE ACKNOWLEDGEMENT

State of Iowa)
) SS
Guthrie County)

On this 3 day of March, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Jeffrey A Cheltrek and NA, to me known, who, being by me duly sworn, did say that they are the President, and NA, respectively, of the corporation executing the foregoing instrument; that (no seal has been procured by) (the seal affixed thereto is the seal of) the corporation; that said instrument was signed (and sealed) on behalf of the corporation by authority of this Board of Directors; that Jeffrey A Cheltrek and NA acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

CORRINE PALMER
Commission Number 707223
My Commission Expires
December 4, 2024

Corrine Palmer
Notary Public in and for the State of Iowa
My commission expires 12/4/24, 20___

PARTNERSHIP ACKNOWLEDGEMENT

State of _____)
) SS
_____ County)

On this _____ day of _____, 20___, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ to me personally known, who being by me duly sworn, did say that the person is one of the partners of _____, a partnership, and that the instrument was signed on behalf of the partnership by authority of the partners and the partner acknowledged the execution of the instrument to be the voluntary act and deed of the partnership by it and by the partner voluntarily executed.

_____
Notary Public in and for the State of _____
My commission expires _____, 20___

INDIVIDUAL ACKNOWLEDGEMENT

State of _____)
) SS
_____ County)

On this _____ day of _____, 20___, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ and _____, to me known to be the identical person(s) named in and who executed the foregoing instrument, and acknowledged that (he) (she) (they) executed the instrument as (his) (her) (their) voluntary act and deed.

_____
Notary Public in and for the State of _____
My commission expires _____, 20___

LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT

State of _____)
) SS
_____ County)

On this _____ day of _____, 20___, before me a Notary Public in and for said county, personally appeared _____, to me personally known, who being by me duly sworn did say that person is _____ of said _____, 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 _____, by authority of its managers and the said _____ acknowledged the execution of said instrument to be the voluntary act and deed of said _____, by it voluntarily executed.

_____
Notary Public in and for the State of _____
My commission expires _____, 20___

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, Gus Construction Co., Inc., as Principal (hereinafter the "Contractor" or "Principal") and Employers Mutual Casualty Company, as Surety, are held and firmly bound unto the **City of Ankeny, Iowa**, as Obligee, (hereinafter referred to as 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 One Million, Twenty-Seven Thousand, Nine Hundred Seventy Dollars and Sixty-Eight Cents ($1,027,970.68), 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 or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Jurisdiction, bearing date the 7th day of March, 2022. (hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

NE Four Mile Drive RCB For Deer Creek

The NE Four Mile Drive RCB For Deer Creek project is generally located on NE Four Mile Drive between NE 16th St and NE 8th St. The construction improvements include construction of a Twin 12' x 8' x 188' reinforced concrete box culvert and roadway embankment. Other associated improvement include mobilization, excavation, fencing, revetment, erosion control, surface restoration and miscellaneous work necessary to complete the project.

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 Contract Documents.

It is expressly understood and agreed by the Contractor and Surety in this Bond that the following provisions are a part of this Bond and are binding upon said 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 said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, 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 the Surety on this Bond are hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, 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 to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.

3. MAINTENANCE: The Contractor and the Surety on this Bond hereby agree, at their own expense:

   A. To 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)** years from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;

   B. To keep all work in continuous good repair; and

   C. To pay the Jurisdiction's reasonable costs of monitoring and inspecting to assure that any defects are remedied, and to repair 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.

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, which thereby 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 (20%) 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 the liquidated damage penalty is being charged against the Contractor.

   D. 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.

E. 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 where 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, attorney's 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.

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 incurring to the benefit of the Jurisdiction, the Contractor and the Surety agree, jointly and severally, to pay the Jurisdiction all outlay and expense incurred therefore 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 Surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said 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 phase 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 7th day of March, 2022

Surety Countersigned By:

Not required
Signature of Agent

Dione R. Young
Printed Name of Agent

Holmes, Murphy and Associates, LLC
Company Name

2727 Grand Prairie Parkway
Company Address

Waukee, Iowa 50263
City, State, Zip Code

(515) 223-6800
Company Telephone Number

PRINCIPAL:

Gus Construction Co., Inc.
Contractor

By: _____
Signature

V.P.
Title

SURETY:

Employers Mutual Casualty Company
Surety Company

By: _____
Signature Attorney-in-Fact Officer

Dione R. Young, Attorney-in-Fact & Iowa Resident Agent
Printed Name of Attorney-in-Fact Officer

Holmes, Murphy and Associates, LLC
Company Name

2727 Grand Prairie Parkway
Company Address

Waukee, IA 50263
City, State, Zip Code

(515) 223-6800
Company Telephone Number

NOTE:

1. **All signatures on this Performance, Payment, and Maintenance Bond must be original signatures in ink; copies, facsimiles, or electronic signatures will not be accepted.**
2. **This Bond must be sealed with the Surety's raised, embossing 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 of Power or Attorney accompanying this Bond.**

P.O. Box 712 • Des Moines, Iowa 50306-0712

EMC INSURANCE

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation
4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

CRAIG E. HANSEN, BRIAN M. DEIMERLY, JAY D. FREIERMUTH, TIM MCCULLOH, CINDY BENNETT, ANNE CROWNER, STACY VENN, DIONE R. YOUNG, SHIRLEY S BARTENHAGEN

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the Surety Bond:

In an amount not exceeding Ten Million Dollars $10,000,000.00

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

The authority hereby granted shall expire October 10th , 2022 , unless sooner revoked.

AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 30th day of March , 2020 .

Scott R. Jean, President & CEO
of Company 1; Chairman, President
& CEO of Companies 2, 3, 4, 5 & 6

Todd Strother, Executive Vice President
Chief Legal Officer & Secretary of
Companies 1, 2, 3, 4, 5 & 6

ILLINOIS EMCASCO INSURANCE COMPANY CORPORATE SEAL IOWA

UNION INSURANCE COMPANY OF PROVIDENCE INCORPORATED 1863 IOWA

E.M.C. PROPERTY & CASUALTY CO. INCORPORATED 1953 IOWA

EMCASCO INSURANCE COMPANY CORPORATE SEAL IOWA

DAKOTA FIRE INSURANCE COMPANY CORPORATE SEAL NORTH DAKOTA

EMPLOYERS MUTUAL CASUALTY CO. CORPORATE SEAL DES MOINES, IOWA

KATHY LOVERIDGE
Commission Number 780769
My Commission Expires
October 10, 2022

On this 30th day of March , 2020 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2022.

Kathy Loveridge
Notary Public in and for the State of Iowa

CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 30th day of March , 2020 , are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 7th day of March , 2022 .

Vice President

"For verification of the authenticity of the Power of Attorney you may call (515) 345-2689."

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/04/2022

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 1-800-247-7756 Holmes Murphy & Assoc - WDM PO Box 9207 Des Moines, IA 50306-9207	CONTACT NAME: Tracy Grant PHONE (A/C, No, Ext): 515-223-6981 FAX (A/C, No): E-MAIL ADDRESS: tgrant@holmesmurphy.com
INSURED Gus Construction Co., Inc. 606 McPherson Street P.O. Box 77 Casey, IA 50048	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: BITUMINOUS CAS CORP — 20095 INSURER B: NATIONAL FIRE INS CO OF HARTFORD — 20478 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 64673973 **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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [ ] OCCUR [X] GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [X] LOC [X] OTHER:			CLP3707235	07/01/21	07/01/22	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			CAP37074234	07/01/21	07/01/22	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $			CUP2819193	07/01/21	07/01/22	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC3707233	07/01/21	07/01/22	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000
B	Leased/Rented Equipment			6080966177	07/01/21	07/01/22	Per Item	500,000

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

Re: NE Four Mile Drive RCB for Deer Creek
Additional Insured (CGL): City of Ankeny, Iowa

CERTIFICATE HOLDER

City of Ankeny, Iowa

410 W. First Street

Ankeny, IA 50023 USA

CANCELLATION

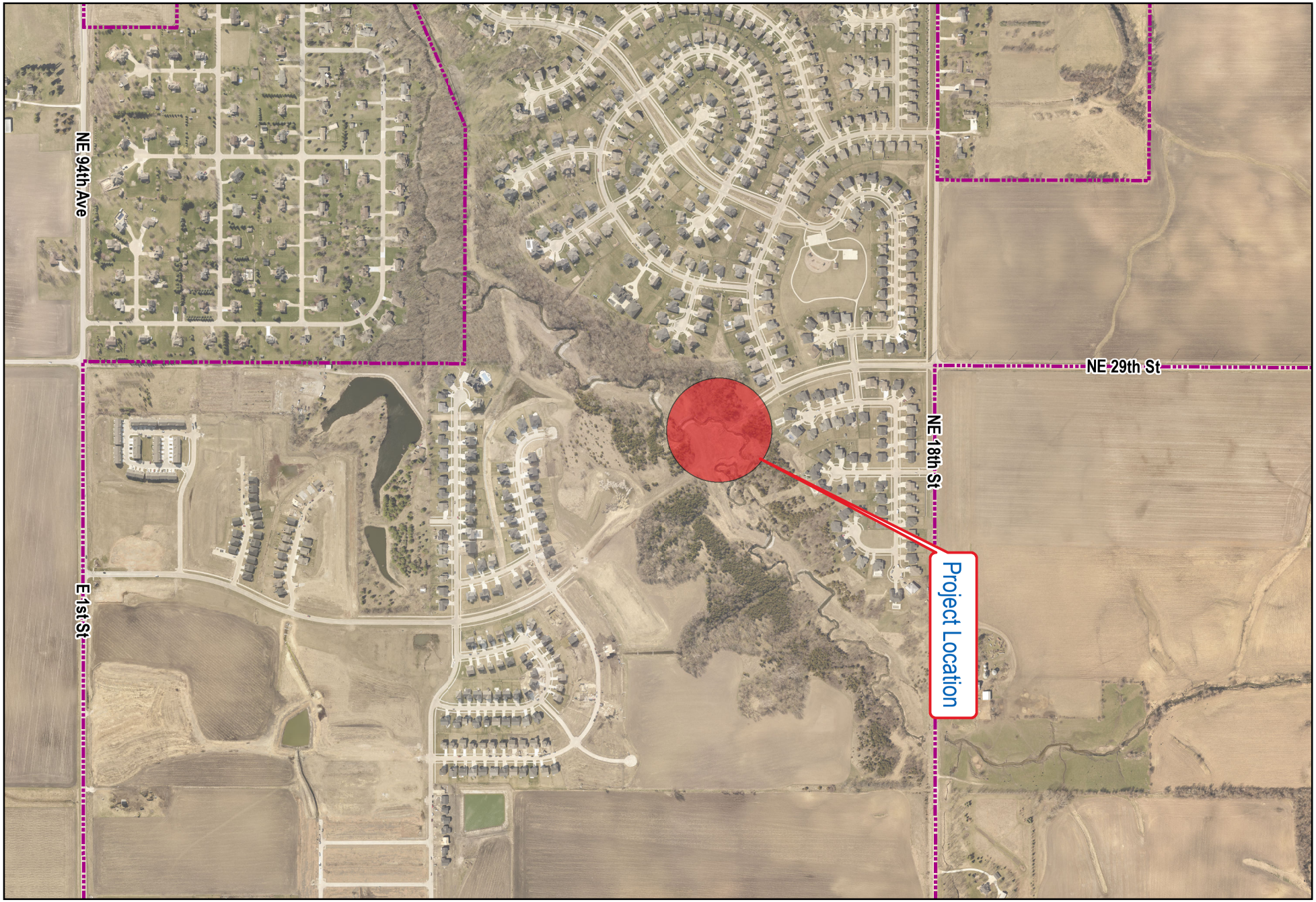
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Steven J. Pruhs

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD



city of Ankeny
bringing it all together

2022 - NE Four Mile Drive RCB Culvert for Deer Creek
Map is for Location Purposes Only

1 in = 800 ft

Date: 1/4/2022

DEPARTMENT OF MUNICIPAL UTILITIES

??

ANKENY CITY COUNCIL

City Council Agenda

March 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: ?? COUNCIL GOAL:

Parks and Recreation

Enhance Quality of Life

ACTION REQUESTED:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

2022 SW Des Moines Street Parks - Phase 1

Initiate Proceedings

EXECUTIVE SUMMARY:

The action before the Council is the adoption of a resolution regarding the 2022 SW Des Moines Street Parks - Phase 1 project which involves ordering construction, setting a public hearing date on the Contract Documents (plans, specifications, and form of contract) and estimated total cost and setting a date for the filing of bids on the project.

The improvements include grading, PCC paving for parking and sidewalks, storm sewer, sanitary and water services, and landscaping for the first phase of a new park in Prairie Trail. Other associated improvements include traffic control, traffic signs, surface restoration, and miscellaneous associated work necessary to complete the project.

The project is being presented for bidding at this time. Pending project approval and award by the City Council, the Contractor shall substantially complete the project no later than July 22, 2022. The Contractor shall fully complete the overall project no later than September 30, 2022.

Council approval at this time will set the following schedule for the proceedings:

1. Set Date of Bid Opening and Public Hearing: March 7, 2022

2. Post Notice to Bidders and Notice of Public Hearing: March 11, 2022

3. Publish Notice to Bidders and Notice of Public of Hearing: March 18, 2022

4. Bid Opening (10:30 A.M., Public Services Building): March 29, 2022

5. Public Hearing and Contract Award: April 4, 2022

(Hold Public Hearing on the plans, specifications, form of contract, estimated total cost, and review bids, award contract, and approve contract and bonds.)

FISCAL IMPACT: **??No**

This project is included in the City's current Capital Improvements Program with construction scheduled for 2022.

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the Council take the following action:

1. Adopt Resolution ordering construction and setting the bid opening date as March 29, 2022 and setting the public hearing date as April 4, 2022 for the 2022 SW Des Moines Street Parks - Phase 1 project, in accordance with the Notice to Bidders and Notice of Public Hearing to be posted on the Iowa League of Cities and Master Builders of Iowa websites on March 11, 2022 and to be published in the Des Moines Register on March 18, 2022.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to adopt

RESOLUTION ordering construction on the 2022 SW Des Moines Street Parks - Phase 1 project and fixing a date for hearing thereon and taking of bids therefor. (date of bid letting: 3/29/22 @ 10:30 AM / date of hrg: 4/4/22 @ 5:30 PM)

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Resolution
Notice to Bidders and Notice of Public Hearing
Location Map

Council Member _____ introduced the following Resolution entitled "RESOLUTION ORDERING CONSTRUCTION OF THE 2022 SW DES MOINES STREET PARKS - PHASE 1, AND FIXING A DATE FOR HEARING THEREON AND TAKING OF BIDS THEREFOR," and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION ORDERING CONSTRUCTION OF THE 2022 SW DES MOINES STREET PARKS - PHASE 1, AND FIXING A DATE FOR HEARING THEREON AND TAKING OF BIDS THEREFOR

WHEREAS, it is deemed advisable and necessary to construct certain public improvements described in general as the 2022 SW Des Moines Street Parks - Phase 1; and

WHEREAS, the City has caused to be prepared plans, specifications and form of contract, together with estimate of cost, which are now on file in the office of the City Clerk for public inspection, for the construction of the public improvements; and

WHEREAS, the plans, specifications and form of contract are deemed suitable for the making of the public improvements; and

WHEREAS, before the plans, specifications, form of contract and estimate of cost may be adopted, and a contract for the construction of the public improvements is entered into, it is necessary, pursuant to Chapter 26, Code of Iowa, to hold a public hearing and to advertise for bids:

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ANKENY, STATE OF IOWA:

Section 1. That it is hereby determined that it is necessary and advisable to construct certain public improvements described in general as the 2022 SW Des Moines Street Parks - Phase 1, in the manner set forth in the plans and specifications and form of contract, above referred to, the cost thereof to be paid in accordance with the provisions as set out in the posted Notice to Bidders and published Notice of Public Hearing; the public improvements being more generally described as follows:

The 2022 SW Des Moines Street Parks – Phase 1 project includes grading, PCC paving for parking and sidewalks, storm sewer, sanitary and water services, and landscaping for the first phase of a new park in Prairie Trail. Other associated improvements include traffic control, traffic signs, surface restoration, and miscellaneous associated work necessary to complete the project.

Section 2. That the amount of the bid security to accompany each bid shall be in an amount which shall conform to the provisions of the notice to bidders approved as a part of the specifications.

BE IT FURTHER RESOLVED, that the City Clerk be and is hereby directed to post a notice to bidders once in a relevant contractor plan room service with statewide circulation and a relevant construction lead generating service with statewide circulation and on an internet site sponsored by either the City or a statewide association that represents the City. Posting shall be not less than thirteen clear days nor more than forty-five days prior to March 29, 2022, which is hereby fixed as the date for receiving bids. The bids are to be filed prior to 10:30 A.M., on such date.

The City Council hereby delegates to the City Manager or his designee the duty of receiving, opening and tabulating bids for construction of the Project. Bids shall be received and opened as provided in the public notice and the results of the bids shall be considered at the meeting of this Council on April 4, 2022, at 5:30 P.M.

BE IT FURTHER RESOLVED, that the City Clerk be and is hereby directed to publish notice of hearing once in a legal newspaper, printed wholly in the English language, published at least once weekly and having general circulation in this City. Publication shall be not less than four clear days nor more than twenty days prior to the date hereinafter fixed as the date for a public hearing on the plans, specifications, form of contract and estimate of costs for the project, the hearing to be at 5:30 P.M. on April 4, 2022.

PASSED AND APPROVED this 7th day of March, 2022.

_____
Mayor

ATTEST:

_____
City Clerk

NOTICE TO BIDDERS AND
NOTICE OF PUBLIC HEARING

2022 SW Des Moines Street Parks – Phase 1

CITY OF ANKENY, IOWA PUBLIC IMPROVEMENT PROJECT

Public Hearing on Proposed Contract Documents and Estimated Costs for Improvement

Notice is hereby given that a public hearing will be held by the **City of Ankeny, Iowa** on the proposed Contract Documents (plans, specifications, and form of contract) and estimated total cost for the **2022 SW Des Moines Street Parks – Phase 1** project at its meeting at **5:30 P.M. on the 4th day of April, 2022,** in the City Council Chambers, Ankeny Kirkendall Public Library, 1250 SW District Drive, Ankeny, Iowa, 50023.

City of Ankeny City Council meetings are open for the public to attend in person. City Council meetings are also conducted virtually and interested persons may attend the meeting virtually by the following methods:

1. Join Meeting Electronically:
   https://zoom.us/j/97312992966?pwd=OEFocWZGS0NYUmtnVHNxcWZFak9Pdz09
   Meeting ID: 973 1299 2966 Passcode: 1234
2. Join Meeting by Phone:
   Dial: +1 312 626 6799
   Meeting ID: 973 1299 2966 Passcode: 1234

Time and Place for Filing Sealed Proposals

Sealed bids for the work comprising the improvements as stated below must be filed before **10:30 A.M.** according to the clock in the Ankeny Public Services Building, 1210 NW Prairie Ridge Drive, Ankeny, Iowa, 50023 on the **29th day of March, 2022,** at the reception desk in said Ankeny Public Services Building. Bids received after the deadline for submission of bids as stated herein shall not be considered and shall be returned to the late bidder unopened.

Time and Place Sealed Proposals Will be Opened and Considered

Sealed proposals will be opened by the City Clerk and bids tabulated at **10:30 A.M. on the 29th day of March, 2022**, in said Ankeny Public Services Building. Bids will be considered by the City of Ankeny City Council at its meeting at **5:30 P.M. on the 4th day of April, 2022**, in said City Council Chambers. The City Council may award a Contract at said meeting, or at such other time and place as shall then be announced.

Commencement of Work

Work on the improvement shall be commenced any time after a written Notice to Proceed is issued, **no later than May 2, 2022,** and shall be completed as stated below. The Notice to Proceed will be issued after the preconstruction conference, which is expected to occur in April 2022.

Contract Documents

A copy of said plans, specifications, and form of contract, and estimated total cost is now on file at the Ankeny Public Services Building and may be examined at 1210 NW Prairie Ridge Drive, Ankeny, Iowa, 50023.

An electronic copy of the Contract Documents is available at www.ankenyiowa.gov/bid-documents for no cost. Project information, estimated total cost, and planholder information is available for no cost at the same link. Downloads of the Contract Documents require the user to register for a free membership at www.QuestCDN.com.

Paper copies of the Contract Documents are available from the City of Ankeny Parks & Recreation Department, 1210 NW Prairie Ridge Drive, Ankeny, Iowa, 50023, for a fee of Fifty Dollars ($50.00) per set. This fee is refundable, provided the following conditions are met: (1) The Contract Documents are returned complete and in a reusable condition, and (2) they are returned within fourteen (14) calendar days after the award of the project. You must call 515-963-3576 in advance to reserve a paper copy.

Preference of Products and Labor

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa.

In accordance with Iowa statutes, a resident bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country if that state or foreign country gives or requires any preference to bidders from that state or foreign country, including but not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident.

Failure to submit a fully completed and accurate Bidder Status Form with the Proposal may result in the Proposal being deemed non-responsive and may result in the Proposal being rejected.

General Nature of the Public Improvement

2022 SW Des Moines Street Parks – Phase 1

The 2022 SW Des Moines Street Parks – Phase 1 project includes grading, PCC paving for parking and sidewalks, storm sewer, sanitary and water services, and landscaping for the first phase of a new park in Prairie Trail. Other associated improvements include traffic control, traffic signs, surface restoration, and miscellaneous associated work necessary to complete the project.

Bid Security

Each Bidder shall accompany its bid with bid security as defined in Iowa Code Section 26.8, as security that the successful Bidder will enter into a Contract for the work bid upon and will furnish after the award of Contract a corporate Surety Bond, in a form acceptable to the City of Ankeny, for the faithful performance of the Contract, in an amount equal to one hundred percent (100%) of the amount of the Contract. The Bidder's security shall be in the amount fixed in the Instructions to Bidders and shall be in the form of a cashier's check or a certified check drawn on an FDIC insured bank in Iowa or on an FDIC insured bank chartered under the laws of the United States; or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States; or a Bid Bond on the form provided in the Contract Documents with corporate Surety satisfactory to the City of Ankeny. The bid shall contain no condition except as provided in the specifications.

The City of Ankeny reserves the right to defer acceptance of any bid for a period of thirty (30) calendar days after receipt of bids and no bid may be withdrawn during this period.

Performance, Payment, and Maintenance Bond

Each successful Bidder will be required to furnish a corporate Surety Bond in an amount equal to one hundred percent (100%) of its Contract price. Said Bond shall be issued by a responsible Surety approved by the City of Ankeny and shall guarantee the faithful performance of the Contract and the terms and conditions therein contained and shall guarantee the prompt payment of all material and labor, and protect and save harmless the City of Ankeny from claims and damages of any kind caused by the operations of the Contract and shall also guarantee the maintenance of the improvement caused by failures in materials and construction for a period of **four (4)** years from and after acceptance of the Contract.

Title VI Compliance

The City of Ankeny, Iowa, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Payment

Payments will be made on the basis of estimates prepared by the Contractor and approved by the Engineer, solely for the purpose of payment; approval by the Engineer, or the City Council, shall not be deemed as approval or acceptance of the workmanship or materials. The Contractor will be compensated for 95% of the work completed during a payment period, with the remaining 5% being retained in accordance with the Iowa Code. Regular payments approved by the Engineer will be made following the next scheduled City Council meeting. The retainage payment will be released following acceptance of the project by the City of Ankeny and the provisions stipulated in the Iowa Code.

Sales Tax Exemption

The City of Ankeny will issue a sales tax exemption certificate to the Contractor for all material purchased for incorporation into the project. Tax exemption certificates are applicable only for the specific project for which the tax exemption certificate is issued.

Completion of Work

The Contractor shall substantially complete the project no later than **July 22, 2022.** Substantially complete shall be defined as all utility, grading, and pavement construction completed, with the new parking area, driveway, and sidewalks fully open to traffic. Should the Contractor fail to substantially complete the work within this timeframe, liquidated damages of **Five Hundred Dollars ($500.00) per calendar day** will be assessed for work not substantially completed within the designated Contract term(s).

The Contractor shall fully complete the project no later than **September 30, 2022.** Fully complete shall be defined as all work completed including landscaping and seeding, and all improvements ready for final acceptance. Should the Contractor fail to fully complete the work within this timeframe, liquidated damages of **Two Hundred Fifty Dollars ($250.00) per calendar day** will be assessed for work not fully completed within the designated Contract term(s).

The City of Ankeny does hereby reserve the right to reject any or all bids, to waive informalities, and to enter into such contract, or contracts, as it shall deem to be in the best interest of the City.

This Notice is given by authority of the City Council of the City of Ankeny, Iowa.

Dated at Ankeny, Iowa, this **7th day of March, 2022.**

_____

Mark E. Holm, Mayor

ATTEST:

_____

Denise L. Hoy, City Clerk

Posted to the Iowa League of Cities and the Master Builders of Iowa websites the **11th day of March, 2022.**

Published in the Des Moines Register the **18th day of March, 2022.**

city of Ankeny
bringing it all together

Des Moines Street Parks Development
Map is for Location Purposes Only

1 in = 650 ft

Date: 2/28/2022

PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

??

ANKENY CITY COUNCIL

City Council Agenda

March 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: ?? COUNCIL GOAL:

Parks and Recreation

Enhance Quality of Life

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Cherry Glen Ballfield Development Project

Professional Services Agreement with Snyder & Associates

EXECUTIVE SUMMARY:

The action before the City Council is the approval of a Professional Services Agreement with Snyder & Associates for the design engineering and construction administration services needed for the Cherry Glen Ballfield Development project.

The scope of the project includes all necessary components required for a fully constructed baseball/softball field. Associated improvements include batting cages, shelter installation, grading, infield surfacing, fencing, PCC paving for parking and sidewalks, surface restoration and miscellaneous work necessary to complete the project.

The design of this project needs to be undertaken at this time so that the project schedule can be maintained. The Parks & Recreation Department proposes to use Snyder & Associates to complete the necessary design engineering and construction administration services for this project. The scope of the services and corresponding fees are shown in the attached Professional Services Agreement. The total fee for the design engineering services is $46,000.00.

FISCAL IMPACT: **??No**

This project is included in the current CIP for construction in 2022.

CITY MANAGER'S RECOMMENDATIONS:

Approve the Professional Services Agreement with Snyder & Associates for design engineering and construction administration services on the Cherry Glen Ballfield Development project in an amount not to exceed $46,000.00 and authorize the Mayor to execute said Agreement.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to approve the Professional Services Agreement with Snyder & Associates for design engineering and construction administration services on the Cherry Glenn Ballfield Development project in an amount not to exceed $46,000.00 and authorize the Mayor to execute said Agreement.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Agreement

February 8, 2022

Nick Lenox, Parks & Recreation Director
City of Ankeny
220 W. First Street
Ankeny, IA 50023

RE: PROFESSIONAL SERVICES AGREEMENT
CHERRY GLEN PARK – BALLFIELD DEVELOPMENT
ANKENY, IOWA

Dear Nick:

Herein is an Agreement Form with our understanding for a Scope of Services, as requested. We trust you will find the Scope self-explanatory, however, we are flexible to your needs and are willing to discuss the Scope for mutual agreement.

Please review and provide an authorized signature of the Agreement and return a copy for our files. We are prepared to start upon receipt of the executed agreement.

Thank you.

Sincerely,

SNYDER & ASSOCIATES, INC.

Clay Schneckloth, PLA

CRS/dmb

Enclosures

STANDARD PROFESSIONAL SERVICES AGREEMENT

(Long Form-modified)

NOW ON THIS _____ day of _____, 2022, **Snyder & Associates, Inc.,** 2727 SW Snyder Blvd., P.O. Box 1159, Ankeny, IA 50023, (hereinafter, Professional), and **City of Ankeny, Iowa** (hereinafter, Client) do hereby agree as follows:

1. **PROJECT:** Professional agrees to provide Professional Services (Services) for Client's project known and identified as: Cherry Glen Park – Ballfield Development – Ankeny, Iowa

2. **SCOPE and FEES:** The Scope of and the fees to be paid for said Services are set forth on Exhibit A attached hereto and by this reference made a part of this Agreement. Any Services not shown on Exhibit A shall be considered Additional Services. Additional Services may only be added by written change order, amendment or supplement to this agreement signed by both parties.

3. **STANDARD OF CARE:** In providing Services under this Agreement, the Professional shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same professional discipline currently practicing under similar circumstances at the same time and in the same or similar locality. Professional makes no warranty, express or implied, as to its professional services rendered under this Agreement.

   3.1. Client shall promptly report to Professional any defects or suspected defects in the Professional's Services of which Client becomes aware so that the Professional may take measures to minimize the consequences of such a defect.

   3.2. Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like requirement.

   3.3. Professional shall correct any reported defects in Professional's Services at Professional's cost.

   3.4. No withholdings, deductions or offsets shall be made from the Professional's compensation for any reason unless the professional has been found to be legally liable for such amounts by a court of competent jurisdiction.

4. **CODE COMPLIANCE:** Professional shall exercise usual and customary professional care in its efforts to comply with applicable laws, codes and regulations in effect as of the date of this Agreement. Design changes made necessary by newly enacted laws, codes and regulations after the date of this Agreement shall entitle the Professional to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provision of this Agreement.

   4.1. In the event of a conflict between laws, codes and regulations of various governmental entities having jurisdiction over this Project, the Professional shall notify the Client of the nature and impact of such conflict. The Client agrees to cooperate and work with the Professional in an effort to resolve this conflict.

5. **ESTIMATES OF PROBABLE CONSTRUCTION COST:** Should Professional be requested and it is included in the Scope of Services to provide an estimate of probable construction cost, Client understands that the Professional has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the Professional's estimates of probable construction costs are made on the basis of the Professional's professional judgment and experience. The Professional makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from the Professional's estimate of probable construction cost.

6. **INFORMATION PROVIDED BY OTHERS:** All information, requirements, instructions, criteria, reports, data, findings, plans, specifications, and surveys required by this Agreement and furnished by Client, may be used by Professional in performing its services and Professional is entitled to rely upon the accuracy and completeness thereof. Professional shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Client and/or the Client's consultants and contractors.

7. **TIMELINESS:** Professional will perform its services with reasonable diligence and expediency consistent with sound professional practices.

8. **SCHEDULE OF SERVICES:** Professional is authorized to begin providing the Services as of the date Professional receives a fully executed original signature copy of this Agreement.

    8.1. Professional shall complete its services within a reasonable time; or, within the specific period(s) of time, if any, set forth in Exhibit A which are hereby agreed to be reasonable.

    8.2. Professional shall not be responsible for delays and/or for damages, if any, arising directly or indirectly from causes beyond the Professional's control. Such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in a timely manner; failure by the Client or the Client's contractors or consultants to timely perform; or discovery of any hazardous substances or differing site conditions.

    8.3. If Professional is delayed, through no fault of its own, and the orderly and continuous progress of Professional's services is impaired or suspended; or, the Client authorizes or directs changes in the scope, extent, or character of the Project, then the time for the completion of Professional's services, and the rates and amounts of Professional's compensation, shall be equitably adjusted.

    8.4. If Professional is unable, through its own fault, to timely complete its services as required in this Agreement, including any adjustments thereto, then Client shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

9. **CLIENT'S RESPONSIBILITIES:** Client understands and agrees that it will be responsible for and in a timely manner:

    9.1. Provide to Professional, at Client's cost, all known and existing information, plans, specifications and data pertaining to or affecting the Project; all criteria and full information as to Client's requirements for the Project; all construction standards which Client will require to be included in the plans and specifications; copies of all other entities findings and reports generated for Client with respect to this Project; and such other information as may be requested and reasonably required to enable Professional to complete its services under this Agreement.

    9.2. Provide for safe access to and make all provisions for Professional to enter upon public and private property as required for Professional to perform its services under this Agreement.

9.3. Coordinate the timing and sequence of Professional's services with the services of others to the Project.

9.4. Provide reviews, certifications, authorizations, approvals, licenses and permits from all governmental authorities having jurisdiction over the Project or any part thereof and such reviews, certifications, authorizations, approvals, easements, rights-of-way and consents from others as may be necessary for Professional to complete its services under this Agreement.

9.5. Give written notice to Professional whenever Client observes or otherwise becomes aware of any Project Site concerns, any defect or nonconformance in the performance of any Contractor or other Consultant working on the Project, or of any other event or development that may affect the scope or time of performance of Professional's services; and, also, give written notice of any defect or nonconformance of Professional's services.

9.6. Provide services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment as may be required prior to the design of the Project, during the design and/or construction of the Project, or upon completion of the Project with appropriate professional interpretation thereof, unless such services are included within Professional's scope of services under this Agreement.

9.7. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and substantial completion and final payment Project Site visits.

10. **INVOICING AND PAYMENTS:** Professional shall prepare invoices in accordance with its standard invoicing practices and submit the invoice(s) to Client on a monthly basis. Client agrees to timely pay each invoice within 30 days of the invoice date.

10.1. Payments not paid within said 30 days shall accrue interest on unpaid balances at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said 30th day. In addition, Professional may, after giving 7 days written notice to Client, suspend services under this Agreement until Professional has been paid in full for Services, interest, expenses and other related charges rendered, accrued, advanced and/or incurred by Professional to the date of suspension. **Client waives any and all claims against Professional arising out of or resulting from said suspension.** Payments will be credited first to accrued interest and then to unpaid principal**.**

10.2. In the event legal action is necessary to enforce the payment terms of this Agreement, Professional shall be entitled to collect from Client and Client agrees to pay to Professional any judgment or settlement sum(s) due, plus reasonable attorneys' fees, court costs and other expenses incurred by Professional for such collection action and, in addition, the reasonable value of the Professional's time and expenses spent for such collection action, computed according to the Professional's prevailing fee schedule and expense policy. The formal mediation requirements in Paragraph 17, Dispute Resolution, shall not apply and are hereby waived for purposes of this subparagraph 10.2.

11. **INDEMNIFICATION:** To the fullest extent permitted by law, the Professional hereby agrees as follows:

    11.1. With regard to the professional services performed and to be performed hereunder by or through the Professional, Professional agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the proportionate extent that Claims are caused by Professional's negligent acts, errors or omissions, or willful misconduct. The indemnity obligations provided under this section shall only apply to the extent such Claims are determined by a court of competent jurisdiction or arbitrator to have been caused by the negligence or willful misconduct of Professional or of consultants, subconsultants or anyone for whom the Professional is responsible under this agreement. The Professional shall have no duty to defend but shall reimburse defense costs to the same extent as the overall indemnity obligations herein. These indemnity obligations shall not apply to the extent said Claims arise out of, pertain to, or relate to the negligence of Client or Client's agents, or other independent contractors, including the contractor, subcontractors of contractor or other consultants of Client, or others who are directly responsible to Client, or for defects in design or construction furnished by those persons and/or entities.

    11.2. With regard to any acts or omissions of the Professional in connection with this Agreement which do not comprise professional services, the Professional further agrees to indemnify, defend and hold harmless the Client from and against any and all claims, demand actions, causes of action, losses, liabilities, costs, reasonable attorneys' fees and litigation expenses (all of the foregoing being hereinafter individually and collectively called "claims") provided that any such claim is attributable to bodily injury, death, or property damage suffered or incurred by, or asserted against, the Indemnified Parties to the extent, but only to the extent, that the claims are the result of any negligent act or omission by the Professional, its consultants or subconsultants or anyone for whom the Professional is responsible under this agreement, excluding, however, bodily injury, death or property damage arising out of the rendering or failure to render any professional services by the Professional (which is covered by subparagraph 11.1 above).

    11.3. To the fullest extent permitted by law, the Client agrees to indemnify and hold Professional harmless from any loss, damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the Client's willful misconduct or negligent acts, errors or omissions.

    11.4. Neither Client nor Professional shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or willful misconduct or for the negligence or willful misconduct of others.

12. **MUTUAL WAIVERS:** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Professional, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement.

13. **OWNERSHIP OF INSTRUMENTS OF SERVICE**: The Client acknowledges the Professional's plans, specifications, and other documents, including electronic files, as the work papers of the Professional and the Professional's instruments of professional service. Nevertheless, the final printed hard copy construction documents prepared under this Agreement shall become the property of the Client upon completion of the services and payment in full of all monies due to the Professional. The Client shall not reuse or make any modification to the construction documents without the prior written authorization of the Professional. The Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Professional, its officers, directors, employees and subconsultants (collectively, Professional) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way connected with the unauthorized reuse or modification of the construction documents by

the Client or any person or entity that acquires or obtains the construction documents from or through the Client without the written authorization of the Professional.

13.1. Under no circumstances shall the transfer of said instruments of service be deemed a sale by the Professional, and the Professional makes no warranties, either express or implied, of merchantability and fitness for any particular purpose, nor shall such transfer be construed or regarded as any waiver or other relinquishment of the Professional's copyrights in any of the foregoing, full ownership of which shall remain with the Professional, absent the Professional's express prior written consent.

13.2. Should Professional agree to delivery of electronic files to Client, Client agrees, as a condition precedent, to sign Professional's Electronic Media Transfer Agreement prior to said delivery and further agrees that such delivery is for convenience, not reliance by the receiving party.

13.3. The Client is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the Professional and the electronic files, the signed or sealed hard-copy construction documents shall govern.

13.4. The Client agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The Client agrees not to transfer any of the delivered electronic files to others without the prior written consent of the Professional. The Client further agrees to waive all claims against the Professional resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than the Professional.

14. **CERTIFICATIONS, GUARANTEES AND WARRANTIES:** The Professional shall not be required to sign any documents, no matter by whom requested, that would result in the Professional's having to certify, guarantee or warrant the existence of conditions whose existence the Professional cannot ascertain or in the sole judgment of the Professional, increase the Professional's risk or the availability or cost of its professional or general liability insurance. The Client also agrees not to make resolution of any dispute with the Professional or payment of any amount due to the Professional in any way contingent upon the Professional signing any such certification.

15. **RIGHT TO RETAIN SUBCONSULTANTS:** The Professional may engage the services of any professional as a subconsultant when, in the Professionals' sole opinion, it is appropriate to do so. Such subconsultants may include both general and specialized professional services deemed necessary by the Professional to carry out the scope of the Professional's services. Professional shall not be required by the Client to retain any subconsultant not fully acceptable to the Professional.

16. **SUSPENSION OF SERVICES**: If the Project or the Professional's services are suspended by the Client for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this Agreement, the Professional shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the Client shall compensate the Professional for expenses incurred as a result of the suspension and resumption of its services, and the Professional's schedule and fees for the remainder of the Project shall be equitably adjusted.

16.1. If the Professional's services are suspended for more than ninety (90) days, consecutive or in the aggregate, the Professional may terminate this Agreement upon giving not less than seven (7) calendar days' written notice to the Client.

16.2. If the Client is in breach of the payment terms or otherwise is in material breach of this Agreement, the Professional may suspend performance of services upon seven (7) calendar days' notice to the Client. The Professional shall have no liability to the Client, and the Client agrees to make no claim for any delay

or damage as a result of such suspension caused by any breach of this Agreement by the Client. Upon receipt of payment in full of all outstanding sums due from the Client, or curing of such other breach which caused the Professional to suspend services, the Professional will resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

17. **DISPUTE RESOLUTION:** In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and the Professional agree that all disputes between them shall be negotiated in good faith for a reasonable period of time. If the parties fail to resolve all of the issues, then those issues not so resolved shall be submitted to formal nonbinding mediation prior to either party exercising their rights under the law. Each party shall be responsible for their own attorney fees, mediation costs and litigation costs. The cost of the mediator shall be shared equally by the parties.

    17.1. The Client and the Professional shall endeavor to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to encourage all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation, prior to the exercise of their respective legal rights, as the primary method for dispute resolution among the parties to all those agreements.

    17.2. The Client and the Professional agree that this Agreement and any legal actions concerning its validity, interpretation and/or performance shall be governed by the laws of the State of Iowa without regard to any conflict of laws provisions, which may apply the laws of other jurisdictions.

    17.3. It is further agreed that any legal action between the Client and the Professional arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in the State of Iowa.

18. **TERMINATION:** In the event of termination of this Agreement by either party, the Client shall within fifteen (15) calendar days of termination pay the Professional for all services rendered and all reimbursable costs incurred by the Professional up to the date of termination, in accordance with the payment provisions of this Agreement.

    18.1. The Client may terminate this Agreement for the Client's convenience and without cause upon giving the Professional not less than seven (7) calendar days' written notice.

    18.2. Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for any of the following reasons:

        18.2.1. Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

        18.2.2. Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;

        18.2.3. Suspension of the Project or the Professional's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate;

        18.2.4. Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

18.3. In the event of any termination that is not the fault of the Professional, the Client shall pay the Professional, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by the Professional in connection with the orderly termination of this Agreement, including demobilization associated overhead costs and all other expenses directly resulting from the termination.

19. **THIRD-PARTY BENEFICIARIES:** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Professional. The Professional's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Professional because of this Agreement or the performance or nonperformance of services hereunder.

20. **ASSIGNMENT:** Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by the Professional as a generally accepted business practice, shall not be considered an assignment or sublet for purposes of this Agreement (See paragraph 15 above).

21. **SEVERABILITY AND SURVIVAL:** If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect. Notwithstanding completion or termination of this Agreement for any reason, all rights, duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

22. **ENTIRE AGREEMENT AND MODIFICATIONS:** This Agreement and the following Exhibits which are incorporated by this reference and made a part of this Agreement:

Exhibit	**A**	**Scope of Services**	**Exhibit**	**C**	**Standard Fee Schedule**
Exhibit	**B**	**Insurance Requirements**	**Exhibit**	**D**	**Project Site**

contain the entire understanding between the Parties, superseding all prior or contemporaneous communications, agreements, and understandings between the Parties with respect to the subject matter hereof. This Agreement may not be modified in any manner except by written amendment, addendum, change order, or supplement executed by both Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of the day and year first above written.

CITY OF ANKENY, IOWA **(Client)**

By:_____
(Authorized agent)

_____
(Printed or typed signature)

SNYDER & ASSOCIATES, INC. (Professional)

By: Donald P. Marner
(Authorized agent)

DONALD MARNER
(Printed or typed signature)

Route executed copy to: CRS

EXHIBIT A

CHERRY GLEN PARK - BALLFIELD DEVELOPMENT
ANKENY, IOWA

CLIENT: CITY OF ANKENY
220 W. FIRST STREET
ANKENY, IOWA 50023
ATTN: NICK LENOX

ENGINEER: SNYDER & ASSOCIATES, INC.
2727 SW SNYDER BLVD
ANKENY, IOWA 50023

PROJECT: TO PROVIDE CONSTRUCTION AND BIDDING DOCUMENTS FOR A NEW LITTLE LEAGUE BASEBALL FIELD AND PARKING LOT AT CHERRY GLEN LOCATED IN ANKENY, IOWA.

DATE: FEBRUARY 8, 2022

SCOPE OF SERVICES:

I. TOPOGRAPHY SURVEY

A. Topography Survey - To provide topographic survey of the project site. This work includes providing a CADD terrain model with one-foot contour intervals, spot elevations, utilities located in the field, and existing individual trees of 6-inch caliper or greater. Subsurface Utility Engineering (SUE) survey is not included in this scope.
B. The Client shall provide all necessary information as may be desired regarding any existing easements or land covenants which affect the property. Title searches for the property are not included within this Scope of Services.

FEES FOR SERVICES .....HOURLY, NOT TO EXCEED $4,000

II. PRELIMINARY DESIGN

A. Conduct an on-site assessment of the existing site features associated with the baseball field and parking lot. Includes meeting with staff to further understand project needs.
B. Prepare preliminary design showing new baseball field, infield surfacing, backstop, dugouts, bleacher location, pitcher's mound and bases, batting cages, parking lot, sidewalk locations and open shelter location.
C. Prepare preliminary design of a proposed field and parking sub-drain system and grading plan.
D. Prepare a preliminary opinion of construction costs for the proposed improvements.

E. Meetings and Coordination: To attend meetings with the Client and others. Herein are two (2) meetings; additional meetings to be on an hourly basis.

FEES FOR SERVICES .....HOURLY, NOT TO EXCEED $9,500

III. CONSTRUCTION DOCUMENTS

A. Prepare a site layout plan showing the location of proposed improvements. Includes dimensions, construction notes and pertinent details for site elements such as backstop, infield surfacing, pitcher's mound, bases, fencing, batting cages, pavements and open shelter.
B. Prepare a grading, showing spot elevations, contours, and erosion control measures.
C. Prepare Storm sewer and pollution prevention plan (SWPPP).
D. Updated opinion of probable construction costs for associated improvements.
E. Prepare technical specifications for proposed site improvements.
F. Submit plans to the City for their review and comment. Revise plans based on City comments.
G. Meetings and Coordination: To attend meetings with the Client and others. Herein are three (3) meetings; additional meetings to be on an hourly basis.
H. Incorporate Client front end documents into bid documents.

FEES FOR SERVICES .....HOURLY, NOT EXCEED $23,000

IV. BIDDING ASSISTANCE

A. Preparation of the project manual, including bid form, form of contract, instruction to bidders and general conditions.
B. Distribution of construction documents electronically to potential bidders.
C. Address bidder questions. Preparation of addenda, if required.
D. Attend bid opening to assist the Client in receiving bids. Prepare a bid tabulation and recommendation.

FEE FOR SERVICES.....HOURLY, NOT TO EXCEED $ 3,000

V. CONSTRUCTION ADMINISTRATION

A. Attend a pre-construction meeting to review sequence of work, schedule and general construction information.
B. Review shop drawings.
C. Attend construction meeting with the Contractor and Client. Five (5) construction meeting are included. Construction site visits will be conducted on a periodic basis as required by construction activities. These visits will coincide with utility installations, subgrade preparation, ballfield improvements, and pavement installation. Four (4) site visits are included.

D. Review pay applications and address requests for additional information.
E. Conduct a final review of the project, prepare a final list of construction items and provide a recommendation at the completion of work

FEES FOR SERVICES.....HOURLY, NOT TO EXCEED $6,500

VI. PLANS AND DOCUMENT REVISIONS, MODIFICATIONS, AND CHANGES OF SCOPE

A. As directed by the Client and/or City requirement for the Engineer to provide plan and document revisions, modifications, and changes of scope.
B. In the event assistance is requested by the Client, the Engineer will provide services on an hourly basis.
C. Upon initiation of Additional Services, the Engineer may submit in writing to the Client, a Work Order to be executed by both parties which defines the scope of Additional Services and the corresponding fees for services. Such costs may be based on the currently hourly rates and fixed expenses as outlined in the Engineer's Standard Fee Schedule.

FEES FOR SERVICES..... To be hourly plus expenses as per attached Standard Fee Schedule

VII. ADDITIONAL SERVICES

The following items shall be considered additional services as may be requested by the Client. Additional services may be performed on an hourly basis or should a specific scope of services be defined, a quotation for services may be performed.

1. Submittal fees to any and all regulatory agencies.
2. Soil borings and geotechnical investigation.
3. Easement and/or legal documents.
4. Client requested major revisions.
5. Color presentation drawings.
6. Variance or rezoning petitions.
7. Architectural, electrical, mechanical, or structural design.
8. Construction staking.
9. Public improvement/ public construction documents.
10. Additional meetings.
11. Earthwork volume and/or site earthwork balance.

Exhibit B

City of Ankeny Insurance Requirements for Professional Services

1. Professional shall furnish a signed Certificate of Insurance to the City of Ankeny, Iowa for the coverage required in Exhibit B prior to commencing work and at the end of the project if the term of work is longer than 60 days. Providers presenting annual certificate shall present a Certificate at the end of each project with the final billing. Each Certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent. Each certificate shall include a statement under Description of Operations as to why issued. Eg: Project #_____ or Lease of premises at _____ or construction of _____.

2. All policies of insurance required hereunder shall be with a carrier authorized to do business in Iowa and all carriers shall have a rating of A or better in the current A.M. Best's Rating Guide.

3. Each Certificate shall be furnished to the contracting department of the City of Ankeny.

4. Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Ankeny. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.

5. Subcontractors and sub subcontractor performing work or service shall provide a Certificate of Insurance in accord with Exhibit B.

6. All required endorsements to various policies shall be attached to Certificate of Insurance.

7. Whenever a specific ISO form is listed, an equivalent form may be substituted subject to the provider identifying and listing in writing all deviations and exclusions that differ from the ISO form.

8. Provider shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit B.

9. Whenever an ISO form is referenced the current edition of the form must be used.

10. By requiring such insurance, the City of Ankeny shall not be deemed or construed to have assessed the risk that may be applicable to the Contractor its agents, representatives, employees or sub-consultants under this Contract. The insurance requirements herein for this Contract in no way limit the indemnity covenants contained in the Contract.

11. The City of Ankeny in no way warrants that the limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees, or subcontractors. The Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. The Contractor is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

Exhibit B

City of Ankeny Insurance Requirements for Professional Services

A) COMMERCIAL GENERAL LIABILITY

General Aggregate Limit	$	2,000,000
Products-Completed Operations Aggregate Limit	$	2,000,000
Personal and Advertising Injury Limit	$	1,000,000
Each Occurrence	$	1,000,000
Fire Damage Limit (any one occurrence)	$	50,000
Medical Payments	$	5,000

a) Coverage shall be written on an occurrence, not claims made, form. All deviations from the standard ISO commercial general liability form CG 0001, or Business owners form BP 0002, shall be clearly identified.
b) Include ISO endorsement form CG 25 04 “Designated Location(s) General Aggregate Limit” or CG 25 03 “Designated Construction Project (s) General Aggregate Limit” as appropriate.
c) Include endorsement indicating that coverage is primary and non-contributory.
d) Include endorsement to preserve Governmental Immunity. (Sample attached).
e) Include an endorsement that deletes any fellow employee exclusion.
f) Include additional insured endorsement for:
The City of Ankeny, 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. Use ISO form CG 2026.

B) AUTOMOBILE LIABILITY $ 1,000,000 (Combined Single Limit)

C) WORKERS’ COMPENSATION & EMPLOYERS LIABILITY
Statutory benefits covering all employees injured on the job by accident or disease as prescribed by Iowa Code Chapter 85 as amended.

Coverage A	Statutory – State of Iowa
Coverage B	Employers Liability

Each Accident	$100,000
Each Employee-Disease	$100,000
Policy Limit-Disease	$500,000

Policy shall include an endorsement providing a waiver of subrogation to the City of Ankeny. Coverage B limits shall be greater if required by Umbrella Carrier.

D) UMBRELLA LIABILITY $ 2,000,000
Umbrella liability coverage must be at least following form with the underlying policies included herein.

Exhibit B

City of Ankeny Insurance Requirements for Professional Services

E) PROFESSIONAL LIABILITY $ 2,000,000

- The Contractor shall maintain Errors and Omissions Liability covering negligent acts, errors and/or omissions, including design errors of the Contractor for damage sustained by reason of or in the course of operations under this Contract. ~~The policy/coverages shall be amended to include the following:~~

  ~~Amendment of any Contractual Liability Exclusion to state: "This exclusion does not apply to any liability of others which you assume under a written contract provided such liability is caused by your negligent acts."~~

- In the event that any professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Contract is completed.

- Policy shall contain a waiver of subrogation against the City of Ankeny.

F) CONTRACTOR'S ENVIRONMENTAL LIABILITY $ 2,000,000

- Applicable if Professional Services performed includes Environmental activities included but not limited to: use or application of hazardous materials, environmental testing, monitoring, assessment or cleanup, transportation of hazardous materials, pesticide spraying and certain recycling and waste reduction activities.

Exhibit B

City of Ankeny Insurance Requirements for Professional Services

Preservation of Governmental Immunities Endorsement

1. Nonwaiver of Governmental Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Ankeny, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Ankeny, Iowa 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. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.

3. Assertion of Governmental Immunity. The City of Ankeny, Iowa 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.

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 City of Ankeny, Iowa 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 City of Ankeny, Iowa.

No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under this policy.

EXHIBIT C

SNYDER & ASSOCIATES, INC.
2022-23
STANDARD FEE SCHEDULE

Billing Classification/Level	Billing Rate	
Professional		
Engineer, Landscape Architect, Land Surveyor, GIS, Environmental Scientist Project Manager, Planner, Right-of-Way Agent, Graphic Designer		
Principal II	$229.00	/hour
Principal I	$217.00	/hour
Senior	$198.00	/hour
VIII	$181.00	/hour
VII	$172.00	/hour
VI	$163.00	/hour
V	$152.00	/hour
IV	$141.00	/hour
III	$129.00	/hour
II	$116.00	/hour
I	$103.00	/hour
Technical		
CADD, Survey, Construction Observation		
Lead	$138.00	/hour
Senior	$132.00	/hour
VIII	$123.00	/hour
VII	$113.00	/hour
VI	$102.00	/hour
V	$92.00	/hour
IV	$83.00	/hour
III	$75.00	/hour
II	$69.00	/hour
I	$60.00	/hour
Administrative		
II	$71.00	/hour
I	$58.00	/hour
Reimbursables		
Mileage	*current IRS standard rate*	
Outside Services	*As Invoiced*	

??

ANKENY CITY COUNCIL

City Council Agenda

March 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: ?? COUNCIL GOAL:

Public Works

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Proposed Fourmile Creek and Tributary to Fourmile Creek Restoration

Professional Services Agreement with RDG Planning & Design

EXECUTIVE SUMMARY:

The action before the City Council is the approval of a Professional Services Agreement with RDG Planning & Design for the design engineering services needed for the Fourmile Creek and Tributary to Fourmile Creek Restoration project.

This project will include stream restoration work to address erosion and stream instability along Fourmile Creek and a tributary to Fourmile Creek at sections located between NE 47th and NE 54th Streets in Ankeny, Iowa.

The design engineering services for this project needs to be undertaken at this time so the project schedule can be maintained. The project will require coordination with Polk County and its consultant to integrate the project into Polk County's Watershed and Flood Protections Operations program so the project can potentially be eligible for construction funding through that program.

The Public Works Department proposes to use RDG Planning & Design to complete the necessary design engineering services for the project. The scope of the design engineering services, along with the corresponding fees for these services, are shown in the attached Professional Services Agreement. The total fee for the design engineering services is $223,370.00.

It is anticipated that the project will be bid in early 2024 for construction in 2024 and 2025.

It is recommended that the City Council approve the Professional Services Agreement with RDG Planning & Design.

FISCAL IMPACT: **??No**

This project is included in the City of Ankeny's 2022-2026 Capital Improvement Program for design in 2022 and 2023 and construction in 2024.

CITY MANAGER'S RECOMMENDATIONS:

Approve the Professional Services Agreement with RDG Planning & Design for the design engineering services on the Fourmile Creek and Tributary to Fourmile Creek Restoration project in an amount not to exceed $223,370.00 and authorize the Mayor to execute said agreement.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to approve the Professional Services Agreement with RDG Planning & Design for the design engineering services on the Fourmile Creek and Tributary to Fourmile Creek Restoration project in an amount not to exceed $223,370.00 and authorize the Mayor to execute said agreement.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
PSA

AIA Document B101™– 2017

Standard Form of Agreement Between Owner and Architect

For the purpose of this agreement, wherever the term "Architect" is used, it shall mean "Civil Engineer"

AGREEMENT made as of the 7th day of March in the year 2022.
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Ankeny
220 West 1st Street
Ankeny, IA 50023
Phone Number: 515-963-3520

And the Architect:
(Name, legal status, address and other information)

RDG Planning & Design, Inc. R3005.308.00
301 Grand Avenue
Des Moines, IA 50309-1718
Phone Number: 515-288-3141

For the following Project:
(Name, location and detailed description)

Fourmile Creek and Tributary to Fourmile Creek Restoration
Ankeny, Iowa

The Owner and Architect agree as follows.

AIA Document B101™-2017. Copyright 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.**
WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.

TABLE OF ARTICLES

1 INITIAL INFORMATION

2 ARCHITECT'S RESPONSIBILITIES

3 SCOPE OF ARCHITECT'S BASIC SERVICES

4 SUPPLEMENTAL AND ADDITIONAL SERVICES

5 OWNER'S RESPONSIBILITIES

6 COST OF THE WORK

7 COPYRIGHTS AND LICENSES

8 CLAIMS AND DISPUTES

9 TERMINATION OR SUSPENSION

10 MISCELLANEOUS PROVISIONS

11 COMPENSATION

12 SPECIAL TERMS AND CONDITIONS

13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Preliminary design of stream stabilization and restoration along Fourmile Creek, between NE 47th and 54th Streets and along a tributary from the east to Fourmile Creek between NE 47th and 54th Streets. This contract includes coordination with the Polk County Watershed and Flood Prevention Operations (WFPO) program.

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

The project is located within City owned parcels along Fourmile Creek and the tributary from the east between NE 47th and 54th Streets.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

The projected construction cost for this project is $2,500,000 (in 2022 $)

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Scope Item I (as defined in Exhibit A) shall be completed by June 30, 2022.

AIA Document B101™-2017. Copyright 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.**
WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.

Scope Item II (as defined in Exhibit A) shall be completed by July 31, 2022.

Scope Item III (as defined in Exhibit A) shall be completed by December 31, 2022.

.2 Construction commencement date:

Construction is expected to commence after July 1, 2024.

.3 Substantial Completion date or dates:

Major construction operations are expected to be completed by August 31, 2025.

.4 Other milestone dates:

Not applicable.

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive bid.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

Not applicable.

§ 1.1.6.1 ~~If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.~~

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Becky Ford, PE, CFM
City of Ankeny
Stormwater & Environmental Manager
1210 NW Prairie Ridge Drive
Ankeny, Iowa 5002-1564
phone: 515-963-3526

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

Not applicable

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

Not applicable

.2 Civil Engineer:

Not applicable

AIA Document B101™-2017. Copyright 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.**
WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.

.3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

Not applicable

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Gregory M. Pierce, PE, CPESC
Partner, Project Manager
RDG Planning & Design
301 Grand Avenue
Des Moines, Iowa 50309-1718
phone: 515-309-3277

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Not applicable

.2 Mechanical Engineer:

Not applicable

.3 Electrical Engineer:

Not applicable

§ 1.1.11.2 Consultants retained under Supplemental Services:

FYRA Engineering:	Coordination with Polk County's Watershed and Flood Prevention Operations (WFPO) program
Emmons and Olivier Resources (EOR), Inc.:	Environmental Studies, Cultural Resource Assessments
Nilles Associates, Inc.:	Land Surveying

§ 1.1.12 Other Initial Information on which the Agreement is based:

Not applicable

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. ~~The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.~~

§ 1.3.1 ~~Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite~~ RDG ~~BIM Project Execution Plan AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at~~

AIA Document B101™-2017. Copyright 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.**
WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.

~~the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.~~

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars ($1,000,000) for each occurrence and Two Million Dollars ($2,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars ($1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than Five Hundred Thousand Dollars ($500,000.00) each accident, Five Hundred Thousand Dollars ($500,000.00) each employee, and Five Hundred Thousand Dollars ($500,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars ($1,000,000) per claim and One Million Dollars ($1,000,000) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 ~~and include usual and customary structural, mechanical, and electrical engineering services~~. Services not set forth in this Article 3 are Supplemental or Additional Services.

AIA Document B101™-2017. Copyright 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.**
WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants, however the Architect is not responsible to coordinate services provided by the Owner, the Contractor, or the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.7 The Owner acknowledges that the nature of the design process is such that the plans, specifications, and other documentation prepared by the Architect under this Agreement may require changes, corrections, and modifications during the construction process which may affect the Project schedule or increase the Cost of the Work. The Owner acknowledges that production of a complete set of perfect construction documents is neither reasonable nor expected under this Agreement.

§ 3.1.8 The Owner and the Architect agree that the funding for contingencies provided for in Sections 6.1. and 6.3 shall include funds to pay costs which may arise from or out of such changes, corrections, or modifications to the plans, specifications or other documentation prepared by the Architect, including, but not limited to, any costs associated with a change or changes in the Project schedule, which portion of the contingency funding shall be in the amount of five percent (5 %) of the Cost of the Work, as defined in Article 6.

In the event the aforementioned costs exceed the five percent (5%) contingency funding as defined in this paragraph 3.1.8, the Architect will be responsible for all costs in excess of the five percent (5%) which are attributable to changes, corrections, and modifications in the plans, specifications, and other documents prepared by the Architect, but only to the extent they are caused by the negligence of the Architect.

§ 3.1.9 Omitted

§ 3.1.10 To the fullest extent permitted by law, the Owner shall defend, indemnify, and hold harmless the Architect, the Architect's consultants and agents, and employees of any of them, from and against any and all claims, damages, awards, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from latent, concealed or unknown conditions and/or documentation or information furnished by the Owner, its consultants or agents, or employees of any of them.

§ 3.1.11 The Architect's commitments as set forth in this Agreement are based on the expectation that all of the services described in this Agreement will be provided. In the event the Owner later elects to reduce the Architect's scope of services, the Owner hereby agrees to release, hold harmless, defend, and indemnify the Architect from any and all claims, damages, losses, or costs associated with or arising out of such reduction of services.

AIA Document B101™-2017. Copyright 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.**
WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.

§ 3.1.12 The Architect shall provide the services as listed in Exhibit A. Any services not listed in Exhibit A are not included, but could be added through a separate amendment to this agreement.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 ~~The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.~~

§ 3.2.2 ~~The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.~~

§ 3.2.3 ~~The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches, if any, to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.~~

§ 3.2.4 ~~Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.~~

§ 3.2.5 ~~Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.~~

§ 3.2.5.1 ~~The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.~~

§ 3.2.5.2 ~~The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.~~

§ 3.2.6 ~~The Architect shall submit to assist the Owner in preparing an estimate of the Cost of the Work prepared in accordance with Section 6.3.~~

§ 3.2.7 ~~The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.~~

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 ~~Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.~~

§ 3.3.2 ~~The Architect shall assist in update updating the estimate of the Cost of the Work prepared in accordance with Section 6.3.~~

§ 3.3.3 ~~The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.~~

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 ~~Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction~~

AIA Document B101™-2017. Copyright 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.**
WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.

~~Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.~~

§ 3.4.2 ~~The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.~~

§ 3.4.3 ~~During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.~~

§ 3.4.4 ~~The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.~~ Not used

§ 3.4.5 ~~The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.~~

§ 3.5 PROCUREMENT PHASE SERVICES

§ 3.5.1 ~~GENERAL~~

~~The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.~~

§ 3.5.2 ~~COMPETITIVE BIDDING~~

§ 3.5.2.1 ~~Bidding Documents shall consist of bidding requirements and proposed Contract Documents.~~

§ 3.5.2.2 ~~The Architect shall assist the Owner in bidding the Project by:~~

- **.1** ~~facilitating the distribution of Bidding Documents to prospective bidders;~~
- **.2** ~~organizing and conducting a pre-bid conference for prospective bidders;~~
- **.3** ~~preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,~~
- **.4** ~~organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.~~

§ 3.5.2.3 ~~If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.~~

§ 3.5.3 ~~NEGOTIATED PROPOSALS~~

§ 3.5.3.1 ~~Proposal Documents shall consist of proposal requirements and proposed Contract Documents.~~

§ 3.5.3.2 ~~The Architect shall assist the Owner in obtaining proposals by:~~

- **.1** ~~facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;~~
- **.2** ~~organizing and participating in selection interviews with prospective contractors;~~
- **.3** ~~preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,~~
- **.4** ~~participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.~~

§ 3.5.3.3 ~~If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.~~

AIA Document B101™-2017. Copyright 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.**
WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction as modified by RDG Planning & Design, Inc. in the form attached as Exhibit ??. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections or to review webcam/videos/photographs to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon by the Architect and the Owner or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified.

AIA Document B101™-2017. Copyright 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.**
WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.

The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon by the Architect and the Owner, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall:

- **.1** conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- **.2** issue Certificates of Substantial Completion;

AIA Document B101™-2017. Copyright 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.**
WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.

.3 ~~forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,~~

.4 ~~issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.~~

§ 3.6.6.2 ~~The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.~~

§ 3.6.6.3 ~~When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.~~

§ 3.6.6.4 ~~The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.~~

§ 3.6.6.5 ~~Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.~~

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 SUPPLEMENTAL SERVICES

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	**Responsibility** *(Architect, Owner, or not provided)*
§ 4.1.1.1 Programming	Not provided
§ 4.1.1.2 Multiple preliminary designs	Not provided
§ 4.1.1.3 Measured drawings	Not provided
§ 4.1.1.4 Existing facilities surveys	Not provided
§ 4.1.1.5 Site evaluation and planning	Not provided
§ 4.1.1.6 Building Information Model management responsibilities	Not provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not provided
§ 4.1.1.8 Civil engineering	Not provided
§ 4.1.1.9 Landscape design	Not provided
§ 4.1.1.10 Architectural interior design	Not provided
§ 4.1.1.11 Value analysis	Not provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not provided
§ 4.1.1.13 On-site project representation	Not provided
§ 4.1.1.14 Conformed documents for construction	Not provided
§ 4.1.1.15 As-designed record drawings	Not provided
§ 4.1.1.16 As-constructed record drawings	Not provided
§ 4.1.1.17 Post-occupancy evaluation	Not provided
§ 4.1.1.18 Facility support services	Not provided
§ 4.1.1.19 Tenant-related services	Not provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Not provided
§ 4.1.1.21 Telecommunications/data design	Not provided

AIA Document B101™-2017. Copyright 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.**
WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.

§ 4.1.1.22 Security evaluation and planning	Not provided
§ 4.1.1.23 Commissioning	Not provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not provided
§ 4.1.1.25 Fast-track design services	Not provided
§ 4.1.1.26 Multiple bid packages	Not provided
§ 4.1.1.27 Historic preservation	Not provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Not provided
§ 4.1.1.29 Other services provided by specialty Consultants	Not provided
§ 4.1.1.30 Other Supplemental Services	Not provided

§ 4.1.2 DESCRIPTION OF SUPPLEMENTAL SERVICES

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

Not applicable

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

Not applicable

§ 4.1.3 ~~If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.~~

§ 4.2 ARCHITECT'S ADDITIONAL SERVICES

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to ~~the fault~~ any negligent act, error, or omission of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- **.1** Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- **.2** Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- **.3** Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- **.4** Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- **.5** Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- **.6** Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- **.7** Preparation for, and attendance at, a public presentation, meeting or hearing;
- **.8** Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- **.9** ~~Evaluation of the qualifications of entities providing bids or proposals;~~

AIA Document B101™-2017. Copyright 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.**
WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.

.10 ~~Consultation concerning replacement of Work resulting from fire or other cause during construction; or~~

.11 ~~Assistance to the Initial Decision Maker, if other than the Architect.~~

§ 4.2.2 ~~To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.~~

.1 ~~Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;~~

.2 ~~Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;~~

.3 ~~Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;~~

.4 ~~Evaluating an extensive number of Claims as the Initial Decision Maker; or,~~

.5 ~~Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.~~

§ 4.2.3 ~~The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:~~

.1 ~~Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor~~

.2 ~~??? (???) visits to the site by the Architect during construction~~

.3 ~~Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents~~

.4 ~~One (1) inspections for any portion of the Work to determine final completion.~~

The Architect shall be compensated for these Additional Services beyond the limits stated above, which will be billed by the Architect in accordance with Section 11.3.

§ 4.2.4 ~~Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.~~

§ 4.2.5 If the services covered by this Agreement have not been completed thirty (30) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 ~~The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent~~

AIA Document B101™-2017. Copyright 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.**
WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.

~~drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.~~

§ 5.5 ~~The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.~~

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 ~~If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.~~

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 ~~The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials,~~ and ~~commissioning~~ of ~~mechanical, electrical, or building envelope as required by code.~~

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 ~~Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.~~

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. ~~The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner.~~ The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect,

AIA Document B101™-2017. Copyright 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.**
WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.

represent the Architect's judgment as a design professional and are based upon its own historical experience. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect. If the Owner wishes greater assurance as to the probable Cost of the Work, the Owner shall engage an independent cost estimating consultant acceptable to the Architect, at the Owner's cost.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner ~~requires~~ requests and the Architect agrees to provide a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 ~~If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.~~

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- **.1** give written approval of an increase in the budget for the Cost of the Work;
- **.2** authorize rebidding or renegotiating of the Project within a reasonable time;
- **.3** terminate in accordance with Section 9.5;
- **.4** in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- **.5** implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, as Additional Services, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. ~~If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation.~~ In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions

AIA Document B101™-2017. Copyright 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.**
WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.

of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 ~~The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work.~~ All claims and causes of action between the Owner and the Architect arising out of or related to this Agreement or the Work, whether based in contract, tort, warrant or otherwise, shall be deemed to have accrued and the applicable statute of limitations shall commence to run no later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion or the date of insurance of final Certificate of Payment for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Architect's services are substantially completed, and also in no event shall any claim or cause of action be brought more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 ~~To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar~~ the same scope of ~~waivers in favor of the other parties enumerated herein.~~

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, ~~unless~~ if the parties mutually agree ~~otherwise~~, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. ~~If an arbitration proceeding is stayed pursuant~~

AIA Document B101™-2017. Copyright 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.**
WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.

~~to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

~~[ ] Arbitration pursuant to Section 8.3 of this Agreement~~

[X] Litigation in a court of competent jurisdiction

~~[ ] Other: *(Specify)*~~

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.2.5 Omitted

§ 8.3 ARBITRATION

§ 8.3.1 ~~If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~

§ 8.3.1.1 ~~A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~

§ 8.3.2 ~~The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

§ 8.3.3 ~~The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

§ 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 ~~Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

§ 8.3.4.2 ~~Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

§ 8.3.4.3 ~~The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.~~

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

AIA Document B101™-2017. Copyright 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.**
WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

~~**§ 9.7** In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:~~
~~*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*~~

~~**.1** Termination Fee:~~

~~Termination fee shall be Zero Dollars ($0).~~

~~**.2** Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:~~

~~Licensing fee shall be Zero Dollars ($0).~~

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

§ 9.10 The Owner and Architect's rights set forth in this Article 9 are in addition to and without prejudice to their other rights and remedies provided by law.

§ 9.11 The termination of this Agreement shall not relieve either the Owner or the Architect of any obligation previously accrued. The following provisions of this Agreement, and any other provisions that by their terms so provide, shall specifically survive any such termination: Section 3.1.10, Article 7, Article 8, Article 10, and Article 12.

ARTICLE 10 MISCELLANEOUS PROVISIONS

AIA Document B101™-2017. Copyright 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.**
WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. ~~If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.~~

~~**§ 10.2** Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction in the form attached to this Agreement as Exhibit B~~.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

AIA Document B101™-2017. Copyright 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.**
WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.

Compensation shall be a stipulated sum as defined in attached Exhibit A plus reimbursable expenses not to exceed two thousand dollars and zero cents ($2,000.00).

.2 ~~Percentage Basis~~
~~*(Insert percentage value)*~~

~~( ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.~~

.3 ~~Other~~
~~*(Describe the method of compensation)*~~

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Compensation shall be based on the percentage of work completed of each phase at the time services are provided.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Compensation shall be based on the percentage of work completed of each phase at the time services are provided.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows: (as defined within Exhibit A)

~~Schematic Design Phase~~	~~Fifteen~~	~~percent (~~	~~15~~	~~%)~~
~~Design Development Phase~~	~~Thirty~~	~~percent (~~	~~30~~	~~%)~~
~~Construction Documents Phase~~	~~Thirty~~	~~percent (~~	~~30~~	~~%)~~
~~Bidding/Negotiation Phase~~	~~Five~~	~~percent (~~	~~5~~	~~%)~~
~~Construction Phase~~	~~Twenty~~	~~percent (~~	~~20~~	~~%)~~
~~Total Basic Compensation~~	~~one hundred~~	~~percent (~~	~~100~~	~~%)~~

The Owner acknowledges that with an accelerated Project delivery, multiple bid package process, or Construction Manager as constructor project delivery method, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services as appropriate.

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When ~~compensation is on a percentage basis and~~ any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

AIA Document B101™-2017. Copyright 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.**
WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.

Standard Hourly Rate Schedule incorporated herein as Exhibit C.

~~**Employee or Category** **Rate ($0.00)**~~

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;

.2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;

.3 Permitting and other fees required by authorities having jurisdiction over the Project;

.4 Printing, reproductions, plots, and standard form documents;

.5 Postage, handling, and delivery;

.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner

.7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;

.8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;

.9 All taxes levied on professional services and on reimbursable expenses~~;~~

.10 ~~Site office expenses;~~

.11 ~~Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,~~

.12 ~~Other similar Project-related expenditures~~.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants ~~plus ten percent (10%) of the expenses incurred~~.

§ 11.9 ARCHITECT'S INSURANCE. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

Not applicable

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 INITIAL PAYMENTS

§ 11.10.1.1 An initial payment of zero dollars and no cents ($0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 ~~If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of ??? ($???) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.~~

§ 11.10.2 PROGRESS PAYMENTS

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

One percent (1%) per month.

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

AIA Document B101™-2017. Copyright 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.**
WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

§ 12.1 The Owner acknowledges that the requirements of the Americans with Disabilities Act (ADA), Fair Housing Act (FHA) and other federal, state and local accessibility laws, rules, codes, ordinances and regulations will be subject to various subjective, discretionary and / or possibly contradictory interpretations. The Architect, therefore, will use its reasonable professional efforts and judgment consistent with the degree of skill and care ordinarily exercised by architects currently practicing under similar circumstances to interpret applicable laws, rules, codes, ordinances and regulations, including accessibility requirements in effect as of the date of the execution of this Agreement, and as they apply to the Project. The Architect, however, cannot and does not warrant or guarantee that the Owner's Project will comply with all interpretations of the accessibility requirements and/or the requirements of other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the Project.

§ 12.2 Omitted

§ 12.3 Omitted

§ 12.4 If this Agreement is terminated, other than pursuant to Section 9.4, the license granted in Section 7.3 shall terminate and the Owner's obligations set forth in Section 7.3.1 and Section 9.7.2 shall govern.

§ 12.5 Omitted

§ 12.6 Omitted

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral, including but not limited to, the terms of any purchase order, invoice, bid document, or proposal attached to the Agreement. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect as modified by RDG IA Inc and Owner

.2 ~~AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:~~
~~*(Insert the date of the E203-2013 incorporated into this agreement.)*~~

~~i. AIA Document E203 dated ??? as modified by RDG Planning & Design, Inc. and Owner attached hereto and incorporated herein by this reference as Exhibit ?? to this AIA B101~~

.3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[–] ~~AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:~~
~~*(Insert the date of the E204-2017 incorporated into this agreement.)*~~

[X] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

i. Scope of Services attached hereto and incorporated herein by this reference as Exhibit A to this AIA B101
ii. Exhibit B omitted
iii. Standard Hourly Rate Schedule attached hereto and incorporated herein by this reference as Exhibit C to this AIA B101

AIA Document B101™-2017. Copyright 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.**
WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.

iv. Modified Site-Visit Protocol attached hereto and incorporated herein by this reference as Exhibit D to this AIA B101

v. City of Ankeny Insurance Requirements attached hereto and incorporated herein by this reference as Exhibit E to this AIA B101

.4 Other documents:
(List other documents, if any, forming part of the Agreement.)

NA

This Agreement entered into as of the day and year first written above.

OWNER	**ARCHITECT**
(Signature)	*(Signature)*
Mark E. Holm	Scott Crawford, PLA, ASLA, LEED® AP
Mayor	Principal
(Printed name and title)	*(Printed name and title)*

AIA Document B101™-2017. Copyright 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.**
WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.

March 7, 2022

RE: Exhibit A – Scope of Services
Fourmile Creek and Tributary to Fourmile Creek Restoration – Segments B and E

Project Description:

The project includes stream restoration work to address erosion and stream instability along Fourmile Creek and one of its tributaries, both of which are located between NE 47th and NE 54th Streets in Ankeny, Iowa. The project area is as indicated on a map included as Exhibit "A".

Project Roles:

RDG Planning & Design – Lead Firm, Project Management and Design

FYRA Engineering – WFPO Coordination, Hydraulic Modeling (if needed)

EOR – Environmental and Cultural Studies

Nilles Associates – Land Surveying

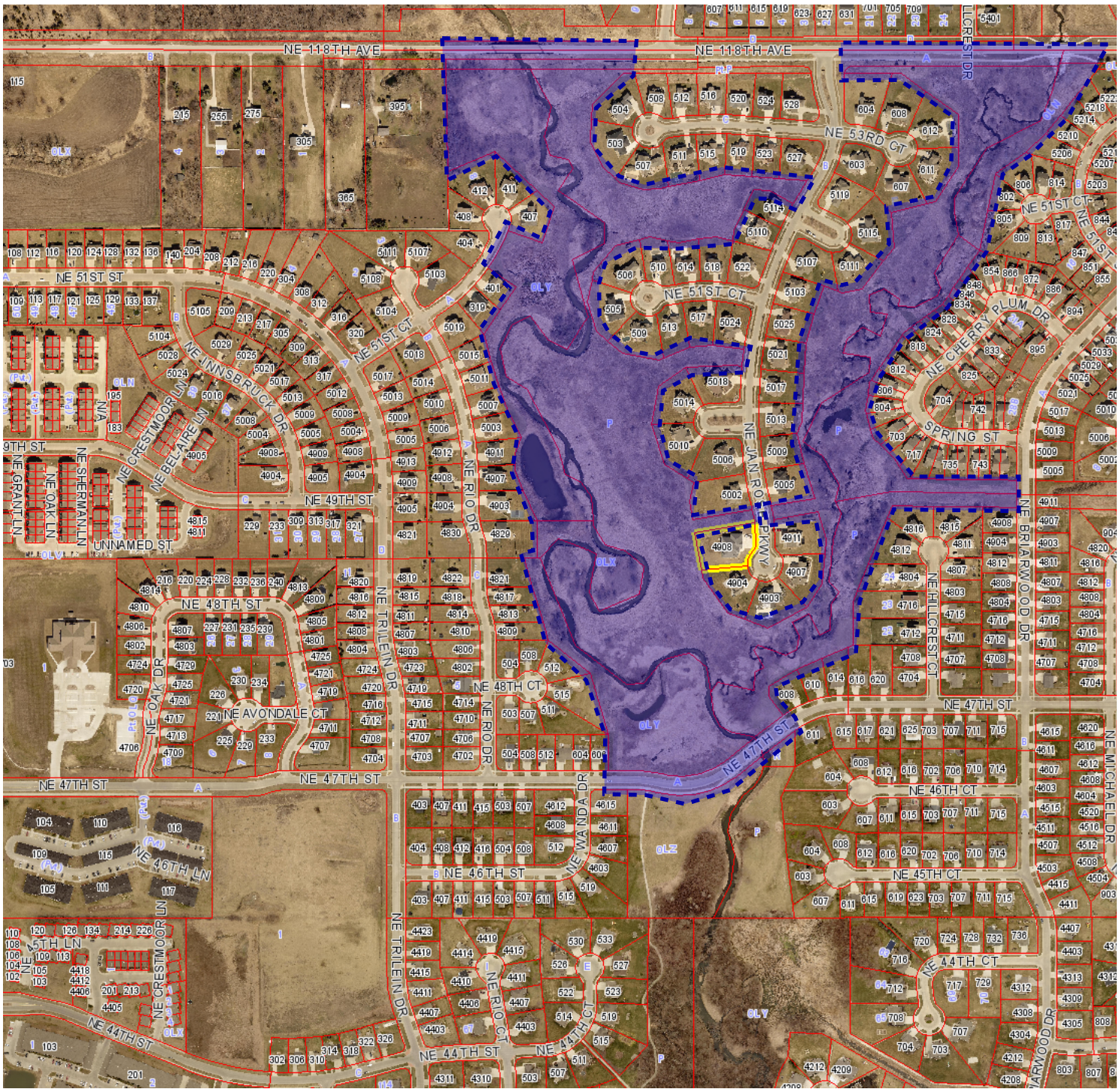
Scope Item I – Schematic Design and WFPO Coordination

The following items are included on developing a concept design plan for the stream restoration work associated with this project. Included within this item is coordination with Polk County and its consultant (FYRA) for integrating these projects into their WFPO (Watershed and Flood Protections Operations) program, so that the projects could be potentially be eligible for construction funding in future years through that program.

This scope items also includes the environmental studies required by the WFPO program to determine potential impacts. Those studies would also be included with submittals for final permit applications prior to construction (as part of Scope Item IV).

1. Kickoff meeting with the City
    - Kickoff and coordination meeting to define contacts, milestones and how the project will be coordinated between Ankeny and Polk County
2. Develop goals and purpose statement
    - RDG to provide FYRA with a statement that defines goals and purpose so FYRA can ensure fits within WFPO scope and requirements

RDG Planning & Design, Inc.
301 Grand Avenue
Des Moines, Iowa 50309-1718
Tel 515.288.3141
Fax 515.288.8631
www.rdgusa.com


NE 118TH AVE
NE 53RD CT
NE 51ST CT
NE 51ST ST
NE INNSBRUCK DR
NE CRESTMOOR LN
NE BELAIRE LN
NE GRANT LN
NE OAK LN
NE SHERMAN LN
UNNAMED ST
NE 49TH ST
NE 48TH ST
NE OAK DR
NE AVONDALE CT
NE TRILEIN DR
NE RIO DR
NE 48TH CT
NE 47TH ST
NE 46TH LN
NE 46TH ST
NE WANDA DR
NE 45TH LN
NE 44TH ST
NE 44TH CT
NE RIO CT
NE JAN ROY PKWY
NE CHERRY PLUM DR
SPRING ST
NE HILLCREST CT
NE BRIARWOOD DR
NE 46TH CT
NE 45TH CT
NE MICHAEL DR
NE 44TH CT

3. Define eligible practice types
    - RDG coordination meeting with FYRA to discuss eligible practice types and how to define and set Areas of Potential Effects (APE) for permitting work.
4. Program types of practices that are proposed
    - RDG to send FYRA types of stabilization practices and/or structures (including NRCS practice codes) they are considering for design.
    - FYRA provide comments to RDG about practice types and any details consultant will need to develop.
    - Potentially a RDG / FYRA coordination meeting to resolve any questions.
5. First draft of APE for review
    - RDG to provide first draft of APE to FYRA and City for review.
    - FYRA to respond with comments for RDG
    - RDG completes APE
6. Environmental assessments required for WFPO, (also for use in final project permitting)
    - Wetlands, endangered species habitat
    - Stream delineation (as per Iowa Mitigation Method)
    - Cultural Resources
    - SVAP stream assessments
    - Shapefiles of delineated features and stream assessments provided to FYRA for review
7. Environmental Impacts must be defined, and Permitting Summary prepared for WFPO program requirements
    - Environmental Assessments – Reports from selected subconsultants for items noted above
    - Preliminary design quantities and draft plans
    - Coordination meeting
    - Permitting summary to FYRA
    - Initial coordination with IDNR, USACE
8. Provide comments on preliminary plans and quantities, related to WFPO requirements

9. Preliminary Design Plans (30% Construction Document Phase)

    - Project types, quantities, and cost estimates to FYRA for inclusion into Plan (FYRA will provide unit costs for consistency across WFPO Plan projects)
    - Preliminary design plans (30%)
    - Any additional design details not already developed by FYRA (for example, stream structures not utilized by FYRA for other projects in the plan)

10. WFPO documentation

    - Design documentation including designs, assumptions, overview of methodologies and site-specific information. Approximately 2-page length for each project site.
    - Stability analysis calculations (if applicable) and supporting information and figures.
    - APE figure
    - Delineation figure
    - Stream assessment summary

11. Potential additional coordination meetings dependent on NRCS comments, Consultant's final design schedule, and potentially permitting issues that may arise.

Scope Item II – Topographic and Boundary Survey

1. Topographic survey

- Survey to be limited to area shown in map included at the end of this Exhibit "A".
- The extent of the survey will be as necessary to establish the existing topography, and site utilities and fixtures. All work shall be done by or under the direct supervision of a Professional Land Surveyor licensed in the State of Iowa.
- Locate existing survey control points (if any) established within the project area. Existing control point with horizontal and or vertical datum information will be provided by the CLIENT. Establish additional control points (assume 5 total) within the project area, as necessary. The additional control points will be referenced to physical features.
- Locate a few boundary corner monuments; enough to establish approximate property lines. Not to be used for any land acquisitions.
- Locate existing topographic features within the project area. These items include buildings, trees, shrubs, landscaping, fences, retaining walls, signs, mailboxes, etc.
- Locate any driveways, sidewalks, and curb & gutter within the survey limits. The type of material that each of these items consists of shall be noted (e.g. concrete, asphalt, seal coat, gravel, etc.).
- Ground elevations will be taken at an appropriate spacing to establish critical ground elevations, break lines, slopes, grade transition locations, and drainage channels.
- Using the Iowa One Call system, request location flagging for all utilities. Public and private utility owners of record will be contacted to request current maps of facilities within the project area. The private utilities could include telephone, fiber-optics, electric, gas, cable television, etc. The public utility systems could include water mains and services, storm sewer systems, sanitary sewer systems, and fiber optic lines. Review maps provided by facility owners for consistency with field locates.
- Field survey the locations of private utilities and public utility systems that are visible, have been marked on the ground by the utility owner, This includes locating private utility appurtenances (e.g. telephone pedestals, power poles, guy wires, electric transformer boxes, cable television pedestals, light poles and luminaries, valves, utility accesses and vaults, etc.) and public utility appurtenances (e.g. fire hydrants, water valves, water service stop boxes, utility accesses, intakes, sanitary sewer cleanouts, fiber-optic junction boxes, etc.). Storm sewer and sanitary sewer utility accesses and storm sewer intakes shall be opened to measure the structure's dimensions (length, width, and depth); direction of flow and sizes of each pipe; the flow line elevations of each pipe; and to determine the types of structure and pipe materials. Excavating and potholing to expose buried utilities are not included in this Scope of Services.
- Provide a complete existing site base map in 2019 Civil 3D AutoCAD format with survey information and existing surface.
- A copy of the survey data shall be provided to the City.

Scope Item III – Design Development (60% Construction Document Phase)

1. River Restoration Toolbox Assessments
2. Use River Restoration Toolbox analysis to refine stream plan form and geometry of stabilization practices
3. Stakeholder Engagement Meeting #1 – Review Concept Plan with Neighbors. Show proposed location of practices, images of proposed stabilization techniques
4. Plan Set:
    - Cover Sheet
    - Placeholder for Bid Tab and Reference Note Sheets
    - Topo / Boundary Survey Sheets
    - Site Preparation Plan
    - Layout Plan
    - Grading and Utility Plan
    - Landscaping Plan
    - Placeholder for final SWPPP Plan Sheets
    - Preliminary Details
    - List of Required Specification Sections
5. Updated Engineer's Opinion of Probable Cost
6. Coordination meeting with IDNR, USACE to review updated design plans
7. Coordination with FYRA to make sure project is projected to meet WFPO requirements

ADDITIONAL SERVICES (Not currently included, but can be added through separate amendment)**:**

Scope Item IV – Final Construction Documentation and Permitting Phase

1. Updated Final Plan Sets – Structured into Two Contracts (A) Major Site Work (B) Landscaping and Establishment
    - Contract A
        - Cover Sheet
        - Bid Tab and Reference Note Sheets
        - Topo / Boundary Survey Sheets
        - Site Preparation Plan
        - Layout Plan
        - Grading and Utility Plan
        - Landscaping Plan
        - SWPPP Sheets
        - Detail Sheets
        - Project Manual
    - Contract B
        - Cover Sheet
        - Bid Tab and Reference Note Sheets
        - Topo / Boundary Survey Sheets
        - Layout Plan (for reference only)
        - Landscaping Plan
        - SWPPP Sheets
        - Detail Sheets (primarily for reference only)
        - Project Manual

2. Stakeholder Engagement Meeting #2 – Review of Near Final Plans with Neighbors. Show details of proposed design. Discuss tree removals, access routes and review if any easements needed.

    - If easements are needed, need to add to scope though amendment to this agreement. Amendment to contract would include up to two meetings per property owner to discuss need for easement, preparing easement plat documents (by survey subconsultant), preparation of legal descriptions, delivery of support materials to City attorney for review, signature and recording.

        - Any negotiation of cost or legal acquisitions not included in this agreement.

3. Final pre permit submittal discussions with IDNR, USACE

4. Final permit applications prior to construction

    - Preparation of legal notices for NPDES Notice of Intent, application for coverage (includes fee to be paid as reimbursable expense)

    - Preparation of City COSESCO Permit

    - Preparation of IDNR / USACE Joint Permit Application

        - Coordination with regulatory agencies during review process

        - The scope of required floodplain modeling is not included, as the extent of such modeling is not known at this time. As the project develops, the need for such modeling will be discussed with IDNR Floodplain regulatory agency so that it can be completed prior to submitting joint permit application. The scope of such modeling can be covered by separate amendment to this agreement

Scope Item V – Bidding Phase

1. Define preferred method of plan distribution (with City input)

2. Post plans and specifications

3. Respond to Contractor Questions

4. Issue Addenda

5. Attend Bid Opening

6. Prepare Bid Tabulation Forms

7. Prepare Contract Forms for Contractor Signature

Scope Item VI – Construction Phase

Not included at this time but scope of work can be defined at a later date and included through separate amendment to this agreement.

Proposed Fees

1. **Scope Item I:**

• RDG Planning & Design – Preliminary Design (30%) Tasks and Project Management	$ 49,500
• FYRA Engineering – WFPO Coordination	$ 19,410
• EOR – Environmental Studies	$ 14.705
Scope Item I Subtotal	**$ 83,615**

2. **Scope Item II:**

• Nilles Associates – Topographic and Boundary Survey	$ 70,000
Scope Item II Subtotal	**$ 70,000**

3. **Scope Item III:**

• RDG Planning & Design – Design (60%) Tasks and Project Management	$ 60,600
• FYRA Engineering – WFPO Coordination	$ 7,155
Scope Item III Subtotal	**$ 67,755**

Reimbursable Expenses	**$ 2,000**
• Printing, travel, permit fees (billed as incurred)	
Project Totals	**$ 223,370**

Additional Services
(not included at this time, may be added through separate amendment)

4. **Scope Item IV:**

• RDG Planning & Design – Design Tasks, Permitting and Project Management	$ 67,400
• FYRA Engineering – WFPO Coordination	$ 7,155
Scope Item IV Subtotal	**$ 74,555**

5. **Scope Item V:**

• RDG Planning &Design – Bidding Phase Tasks and Project Management	$ 10,000
Scope Item V Subtotal	**$ 10,000**

RDG PLANNING ● DESIGN

Exhibit C

Effective January 1, 2022*

Standard Hourly Rate Schedule

Title	Rate/Hour
Principal	$250.00
Principal	$230.00
Principal Emeritus	$250.00
Architect	$160.00
Architect	$130.00
Architect	$115.00
Construction Administrator	$175.00
Construction Administrator	$145.00
Architectural Intern	$130.00
Architectural Intern	$120.00
Architectural Intern	$110.00
Senior Architectural Staff	$140.00
Architectural Technician	$120.00
Architectural Technician	$100.00
Urban Planner	$135.00
Urban Planner	$115.00
Urban Planner	$95.00
Landscape Architect	$185.00
Landscape Architect	$165.00
Landscape Architect	$155.00
Landscape Architect	$135.00
Landscape Architect	$130.00
Landscape Architect	$115.00
Landscape Architectural Intern	$100.00
Interior Designer	$165.00
Interior Designer	$135.00
Interior Designer	$110.00
Interior Designer	$90.00
Water Resource Engineer	$210.00
Intern Water Resource Engineer	$110.00
Lighting Designer	$220.00
Lighting Designer	$120.00
Engineering Technician	$120.00
Artist	$135.00
Artist	$100.00
Artist	$90.00
Multi Media – Graphic Designer	$155.00
Multi Media – Graphic Designer	$115.00
Multi Media – Graphic Designer	$105.00
CGI and Video Specialist	$130.00
Sustainability Strategist	$150.00
Project Manager	$165.00
Project Manager	$120.00
Project Manager	$95.00

RDG Planning & Design, Inc.
301 Grand Avenue
Des Moines, Iowa 50309-1718
Tel 515.288.3141
Fax 515.288.8631
www.rdgusa.com

Senior Project Manager	$195.00
Studio Coordinator	$95.00
Marketing Coordinator	$135.00
Marketing Coordinator	$110.00
Marketing Coordinator	$90.00
Client Development Director	$165.00
Digital Communications Manager	$100.00
Communications Director	$130.00
Administrative	$105.00
Administrative	$95.00
Administrative	$90.00
Student Intern	$70.00
Technology Director	$230.00
Computation Designer	$195.00

*Current hourly rates may be adjusted annually on January 1 of each year.

exhibit d

modified meeting protocol

Owner and Civil Engineer are dedicated and focused on protecting the safety of their employees and the public and following safe practices to slow the spread of the coronavirus (COVID-19) pandemic event. Owner and Civil Engineer acknowledge that the pandemic event has rendered certain obligations under the Agreement impossible and/or unsafe to perform. Therefore, while the present conditions exist and until otherwise mutually agreed in writing, Civil Engineer shall use commercially reasonable efforts to conduct all meetings virtually, via Zoom or other video program, instead of in-person.

RDG Planning & Design
301 Grand Avenue
Des Moines, Iowa 50309

Tel 515.288.3141
Fax 515.288.8631

www.rdgusa.com

RDG IA Inc

City of Ankeny Insurance Requirements for Professional Services

1. _____ shall furnish a signed Certificate of Insurance to the City of Ankeny, Iowa for the coverage required in Exhibit A prior to commencing work and at the end of the project if the term of work is longer than 60 days. Providers presenting annual certificate shall present a Certificate at the end of each project with the final billing. Each Certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent. Each Certificate shall include a statement under Description of Operations as to why issued. Eg: Project # _____ or Lease of premises at _____ or construction of _____.

2. All policies of insurance required hereunder shall be with a carrier authorized to do business in Iowa and all carriers shall have a rating of A or better in the current A.M. Best's Rating Guide.

3. Each Certificate shall be furnished to the contracting department of the City of Ankeny.

4. Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Ankeny. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.

5. Subcontractors and sub subcontractor performing work or service shall provide a Certificate of Insurance in accord with Exhibit A.

6. All required endorsements to various policies shall be attached to Certificate of Insurance.

7. Whenever a specific ISO form is listed, an equivalent form may be substituted subject to the provider identifying and listing in writing all deviations and exclusions that differ from the ISO form.

8. Provider shall be required to carry the minimum coverage / limits, or greater if required by law or other legal agreement, in Exhibit A.

9. Whenever an ISO form is referenced the current edition of the form must be used.

10. By requiring such insurance, the City of Ankeny shall not be deemed or construed to have assessed the risk that may be applicable to the Contractor its agents, representatives, employees, or sub-consultants under this Contract. The insurance requirements herein for this Contract in no way limit the indemnity covenants contained in the Contract.

11. The City of Ankeny in no way warrants that the limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees, or subcontractors. The Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. The Contractor is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

Exhibit A

A) COMMERCIAL GENERAL LIABILITY

General Aggregate Limit	$ 2,000,000
Products-Completed Operations Aggregate Limit	$ 2,000,000
Personal and Advertising Injury Limit	$ 1,000,000
Each Occurrence	$ 1,000,000
Fire Damage Limit (any one occurrence)	$ 50,000
Medical Payments	$ 5,000

a) Coverage shall be written on an occurrence, not claims made, form. All deviations from the standard ISO commercial general liability form CG 0001, or Business owners form BP 0002, shall be clearly identified.
b) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit" or CG 25 03 "Designated Construction Project (s) General Aggregate Limit" as appropriate.
c) Include endorsement indicating that coverage is primary and non-contributory.
d) Include endorsement to preserve Governmental Immunity. (Sample attached).
e) Include an endorsement that deletes any fellow employee exclusion.
f) Include additional insured endorsement for:

The City of Ankeny, 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. Use ISO form CG 2026.

B) AUTOMOBILE LIABILITY $ 1,000,000 (Combined Single Limit)

C) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

Statutory benefits covering all employees injured on the job by accident or disease as prescribed by Iowa Code Chapter 85 as amended.

Coverage A	Statutory – State of Iowa
Coverage B	Employers Liability

Each Accident	$500,000
Each Employee-Disease	$500,000
Policy Limit-Disease	$500,000

Policy shall include an endorsement providing a waiver of subrogation to the City of Ankeny. Coverage B limits shall be greater if required by Umbrella Carrier.

D) UMBRELLA LIABILITY $ 2,000,000

Umbrella liability coverage must be at least following form with the underlying policies included herein.

E) PROFESSIONAL LIABILITY $ 2,000,000

- The Contractor shall maintain Errors and Omissions Liability covering negligent acts, errors and/or omissions, including design errors of the Contractor for damage sustained by reason of or in the course of operations under this Contract. ~~The policy/coverages shall be amended to include the following:~~

  ~~Amendment of any Contractual Liability Exclusion to state: "This exclusion does not apply to any liability of others which you assume under a written contract provided such liability is caused by your negligent acts."~~

- In the event that any professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Contract is completed.

- Policy shall contain a waiver of subrogation against the City of Ankeny.

F) CONTRACTOR'S ENVIRONMENTAL LIABILITY $ 2,000,000

- Applicable if Professional Services performed includes Environmental activities included but not limited to: use or application of hazardous materials, environmental testing, monitoring, assessment or cleanup, transportation of hazardous materials, pesticide spraying and certain recycling and waste reduction activities.

Preservation of Governmental Immunities Endorsement

1. Nonwaiver of Governmental Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Ankeny, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Ankeny, Iowa 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. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.

3. Assertion of Governmental Immunity. The City of Ankeny, Iowa 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.

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 City of Ankeny, Iowa 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 City of Ankeny, Iowa.

5. No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under this policy.

??

ANKENY CITY COUNCIL

City Council Agenda

March 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL: ??
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:

Proposed North Four Mile Creek Trunk Sewer

Professional Services Agreement with Foth Infrastructure and Environment, LLC. (Foth)

EXECUTIVE SUMMARY:

The action before the City Council is the approval of a Professional Services Agreement with Foth Infrastructure and Environment, LLC., for design engineering and bidding phase services needed for the North Four Mile Creek Trunk Sewer Project.

This project will include the installation of approximately 4,000 lineal feet of 30" diameter sanitary trunk sewer from the existing 30" sanitary line at the west side of Northgate Plat 3 along the north side of NE 54th Street to approximately 1,200 feet north of NE 62nd Avenue along the east side of Ankeny Blvd.

FISCAL IMPACT: **??No**

The project is included in the City's 2022 - 2026 Capital Improvement Program with design scheduled to be completed in 2022 and construction in 2023.

CITY MANAGER'S RECOMMENDATIONS:

Approve the Professional Services Agreement with Foth, for the design engineering and bidding phase services on the North Four Mile Creek Trunk Sewer Project in an amount not to exceed $127,100.00 and the Mayor to execute said agreement.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider a motion to approve the Professional Services Agreement with Foth, for the design engineering and bidding phase services on the North Four Mile Creek Trunk Sewer Project in an amount not to exceed $127,100.00 and the Mayor to execute said agreement.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Professional Services Agreement

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

North Four Mile Creek Trunk Sewer

This Agreement is made and entered into this 7th day of March, 2022, by and between City of Ankeny, a municipal corporation, hereinafter referred to as "City," and FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC, (Fed. I.D. #20-5814224) party of the second part, hereinafter referred to as "Consultant" as follows:

THE CITY HEREBY AGREES TO RETAIN THE CONSULTANT FOR THE PROJECT AS DESCRIBED IN THIS AGREEMENT AND CONSULTANT AGREES TO PERFORM THE PROFESSIONAL SERVICES AND FURNISH THE NECESSARY DOCUMENTATION FOR THE PROJECT AS GENERALLY DESCRIBED IN THIS AGREEMENT.

1. SCOPE OF SERVICES

   Services provided under this Agreement shall be as further described in Attachment 1, Scope of Services.

2. SCHEDULE

   The schedule of the professional services to be performed shall conform to the Schedule set forth in Attachment 2. Any deviations from the Schedule shall be approved by the authorized City representative. The City agrees that the Consultant is not responsible for delays arising from a change in the scope of services, a change in the scale of the Project or delays resulting from causes not directly or indirectly related to the actions of the Consultant.

3. COMPENSATION

   A. In consideration of the professional services provided herein, the City agrees to pay the Consultant the following sum NOT-TO-EXCEED, excluding any authorized reimbursable expenses, pursuant to the Schedule of Fees set forth in Attachment 3.

I. Basic Services of the Consultant	$ 127,100.00
II. Construction Services	Added via Amendment
Total	$ 127,100.00

   B. The Consultant shall invoice the City monthly for services, any reimbursable expenses and any approved amendments to this Agreement, based upon services actually completed at the time of the invoice. Final payment shall be due and payable within 30 days of the City's acceptance of Consultant's submission of final deliverables in accordance with the Scope of Services.

   C. In consideration of the compensation paid to the Consultant, the Consultant agrees to perform all professional services to the satisfaction of the City by performing the professional services in a manner consistent with that degree of care and skill ordinarily exercised by members of Consultant's profession currently practicing under similar circumstances. If the performance of this Agreement involves the services of others or the furnishing of equipment, supplies, or materials, the Consultant agrees to pay for the same in full.

4. INSURANCE

A. Consultant understands and agrees that Consultant shall have no right of coverage under any and all existing or future City comprehensive, self or personal injury policies. Consultant shall provide insurance coverage for and on behalf of Consultant that will sufficiently protect Consultant or Consultant's representative(s) in connection with the professional services which are to be provided by Consultant pursuant to this Agreement, including protection from claims for bodily injury, death, property damage, and lost income. Consultant shall provide worker's compensation insurance coverage for Consultant and all Consultant's personnel. Consultant shall file applicable insurance certificates with the City, and shall also provide evidence of the following additional coverage.

B. The Consultant shall provide evidence of comprehensive general liability coverage and contractual liability insurance by an insurance company authorized to do business in the State of Iowa in the limits of at least $1,000,000 each personal injury accident and/or death; $1,000,000 general aggregate personal injury and/or death; and $1,000,000 for each property damage accident. The evidence shall designate the City as an additional insured, and that it cannot be canceled or materially altered without giving the City at least thirty (30) days written notice by registered mail, return receipt requested.

C. The Consultant shall also provide evidence of automobile liability coverage in the limits of at least $1,000,000 bodily injury and property damage combined. The evidence shall designate the City as an additional insured, and that it cannot be cancelled without giving the City at least thirty (30) days written notice by registered mail, return receipt requested.

D. The Consultant shall provide evidence of professional liability insurance, by an insurance company authorized to do business in the State of Iowa, in the limit of $1,000,000 for claims arising out of the professional liability of the Consultant. The insurance coverage shall not be reduced below these limits and the Consultant will notify the City of any erosion of the Policy Limits due to claims made. The coverage shall be maintained for a period of three (3) years after completion of the project. Consultant shall provide City written notice within five (5) days by registered mail, return receipt requested of the cancellation of the professional liability policy.

E. AGENTS AND SUBCONTRACTORS: The Consultant shall require that any of its consultants, agents and subcontractors who perform work and/or services pursuant to the provisions of this Agreement to meet the same insurance requirements as are required of the Consultant.

F. ADDITIONAL INSURED & GOVERNMENTAL IMMUNITY: Except for Workers Compensation and Professional Liability, the policies providing the coverages specified in B and C above shall include the City of Grimes as Additional Insured and Governmental Immunities Endorsements.

G. Failure of Consultant to maintain any of the insurance coverages set forth above shall constitute a material breach of this Agreement.

5. NOTICE

Any notice to the parties required under this agreement shall be in writing, delivered to the person designated below, by United States mail or in hand delivery, at the indicated address unless otherwise designated in writing.

FOR THE CITY:

Name: City of Ankeny
Attn: Don Clark, P.E.
Title: Director of Municipal Utilities
Address: 1210 NW Prairie Ridge Drive
City, State: Ankeny, IA 50023

FOR THE CONSULTANT:

Name: Foth Infrastructure and Environment, LLC
Attn: Andy Floy, P.E.
Title: Lead Civil Engineer
Address: 8191 Birchwood Court, Suite L
City, State: Johnston, Iowa 50131

6. GENERAL COMPLIANCE

In the conduct of the professional services contemplated hereunder, the Consultant shall comply with applicable state, federal, and local law, rules, and regulations and technical standards or specifications issued by the City. Consultant must qualify for and obtain any required licenses prior to commencement of work, including any professional licenses necessary to perform work within the State of Iowa.

7. STANDARD OF CARE

Services provided by the Consultant under this Agreement shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

8. INDEPENDENT CONTRACTOR

Consultant understands and agrees that the Consultant and Consultant's employees and representatives are not City employees. Consultant shall be solely responsible for payment of salaries, wages, payroll taxes, unemployment benefits, or any other form of compensation or benefit to Consultant or Consultant's employees, representatives or other personnel performing the professional services specified herein, whether it be of a direct or indirect nature. Further, it is expressly understood and agreed that for such purposes neither Consultant nor Consultant's employees, representatives or other personnel shall be entitled to any City payroll, insurance, unemployment, worker's compensation, retirement, or any other benefits whatsoever.

9. NON-DISCRIMINATION

Consultant will not discriminate against any employee of applicant for employment because of race, color, sex, national origin, religion, age, handicap, or veteran status. Consultant will, where appropriate or required, take affirmative action to ensure that applicants are employed, and that employees are treated, during employment, without regard to their race, color, sex, national origin, religion, age, handicap, or veteran status. Consultant will cooperate with the City in using Consultant's best efforts to ensure that Disadvantaged Business Enterprises are afforded the maximum opportunity to compete for subcontracts of work under this Agreement.

10. HOLD HARMLESS

Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the City, its officers, agents, and employees (collectively, City) against all damages, liabilities, judgements or costs, including reasonable investigative fees, attorney's fees, and court costs, to the extent caused by the Consultant’s negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its subcontractors, or anyone for whom Consultant is legally liable.

11. ASSIGNMENT

Consultant shall not assign or otherwise transfer this Agreement or any right or obligations therein without first receiving prior written consent of the City.

12. APPROPRIATION OF FUNDS

The funds appropriated for this Agreement are equal to or exceed the compensation to be paid to Consultant. The City's continuing obligations under this Agreement may be subject to appropriation of funding by the City Council. In the event that sufficient funding is not appropriated in whole or in part for continued performance of the City's obligations under this Agreement, or if appropriated funding is not expended due to City spending limitations, the City may terminate this Agreement without further compensation to the Consultant. To the greatest extent allowed by law, the City shall compensate Consultant as provided in Section 18(B) of this Agreement.

13. AUTHORIZED AMENDMENTS TO AGREEMENT

A. The Consultant and the City acknowledge and agree that no amendment to this Agreement or other form, order or directive may be issued by the City which requires additional compensable work to be performed if such work causes the aggregate amount payable under the amendment, order or directive to exceed the amount appropriated for this Agreement as listed in Section 3, above, unless the Consultant has been given a written assurance by the City that lawful appropriation to cover the costs of the additional work has been made.

B. The Consultant and the City further acknowledge and agree that no amendment to this Agreement or other form, order or directive which requires additional compensable work to be performed under this Agreement shall be issued by the City unless funds are available to pay such additional costs, and the Consultant shall not be entitled to any additional compensation for any additional compensable work performed under this Agreement. The Consultant expressly waives any right to additional compensation, whether in law or equity, unless prior to commencing the additional work the Consultant was given a written amendment, order or directive describing the additional compensable work to be performed and setting forth the amount of compensation to be paid, such amendment, order or directive to be signed by the authorized City representative. It is the Consultant's sole responsibility to know, determine, and ascertain the authority of the City representative signing any amendment, directive or order.

14. OWNERSHIP OF CONSULTING DOCUMENTS

All sketches, tracings, plans, specifications, reports, and other data prepared under this Agreement shall become the property of the City; a reproducible set shall be delivered to the City at no additional cost to the City upon completion of the plans or termination of the services of the Consultant. All drawings and data shall be transmitted in a durable material, with electronic files provided when feasible to do so. The Consultant's liability for use of the sketches, tracings, plans, specifications, reports, and other data prepared under this Agreement shall be limited to the Project.

15. INTERPRETATION

No amendment or modification of this Agreement shall be valid unless expressed in writing and executed by the parties hereto in the same manner as the execution of the Agreement. This is a completely integrated Agreement and contains the entire agreement of the parties; any prior written or oral agreements shall be of no force or effect and shall not be binding upon either party. The laws of the State of Iowa shall govern and any judicial action under the terms of this Agreement shall be exclusively within the jurisdiction of the district court for Polk County, Iowa.

16. COMPLIANCE WITH FEDERAL LAW

To the extent any federal appropriation has or will be provided for the Project, or any federal requirement is imposed on the Project, Consultant agrees that Consultant will comply with all relevant laws, rules and regulations imposed on City and/or Consultant necessary for receipt of the federal appropriation. Consultant shall provide appropriate certification regarding Consultant's compliance.

17. SOLICITATION AND PERFORMANCE

A. The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that the Consultant has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or contingent fee.

B. The Consultant shall not engage the services of any person or persons in the employ of the City at the time of commencing such services without the written consent of the City.

18. SUSPENSION AND TERMINATION OF AGREEMENT

A. The right is reserved by the City to suspend this Agreement at any time. Such suspension may be affected by the City giving written notice to the Consultant, and shall be effective as of the date established in the suspension notice. Payment for Consultant's services shall be made by the City for services performed to the date established in the suspension notice. Should the City reinstate the work after notice of suspension, such reinstatement may be accomplished by thirty (30) days written notice within a period of six (6) months after such suspension, unless this period is extended by written consent of the Consultant. If the contract is not reinstated within six (6) months of suspension, it will be considered terminated, and the City will be under no obligation to make further payment under the Agreement.

B. Upon ten (10) days written notice to the Consultant, the City may terminate the Agreement, if in the City's sole judgement, it is found that reasons beyond the control of either the City or Consultant make it impossible or against the City's interest to complete the Agreement. In such case, the Consultant shall have no claims against the City except for the value of the work performed up to the date the Agreement is terminated.

C. The City may also terminate this Agreement at any time if it is found that the Consultant has violated any material term or condition of this Agreement or that Consultant has failed to maintain workers' compensation insurance or other insurance provided for in this Agreement. In the event of such default by the Consultant, the City may give ten (10) days written notice to the Consultant of the City's intent to terminate the Agreement. Consultant shall have ten (10) days from notification to remedy the conditions constituting the default.

D. In the event that this Agreement is terminated in accordance with paragraph C of this section, the City may take possession of any work and may complete any work by whatever means the City may select. The cost of completing said work shall be deducted from the balance which would have been due to the Consultant had the Agreement not been terminated and work completed in accordance with contract documents.

E. The Consultant may terminate this Agreement if it is found that the City has violated any material term or condition of this Agreement. In the event of such default by the City, the Consultant shall give ten (10) days written notice to the City of the Consultant's intent to terminate the Agreement. City shall have ten (10) days from notification to remedy the conditions constituting the default.

19. TAXES

The Consultant shall pay all sales and use taxes required to be paid to the State of Iowa on the work covered by this Agreement. If requested by the City, the Consultant shall execute and deliver and shall cause any sub-consultant or subcontractor to execute and deliver to the City certificates as required to permit the City to make application for refunds of said sales and use taxes as applicable. The City is a municipal corporation and not subject to state and local tax, use tax, or federal excise taxes.

20. SEVERABILITY

If any portion of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining portions of this Agreement shall continue in full force and effect.

21. DISPUTE RESOLUTION

Should a dispute or conflict arise between the City and the Consultant during the design and construction of the Project, or following the completion of the Project, the City and the Consultant agree to submit the issues to formal non-binding mediation prior to exercising their right to commence litigation in a court of law. The parties shall each bear their own attorneys' fees, costs and expenses during mediation. The cost of the mediator shall be shared equally by the parties.

If a suit, action, arbitration or other legal proceeding is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party court costs provided by Iowa law and interest at the legal rate The City and Consultant agree that the jurisdiction and venue for any legal proceeding arising from this Agreement are the Iowa District Court for Polk County.

22. MISCELLANEOUS HEADINGS

Title to articles, paragraphs, and subparagraphs are for information purposes only and shall not be considered a substantive part of this Agreement.

23. FURTHER ASSURANCES

Each party hereby agrees to execute and deliver such additional instruments and documents and to take all such other action as the other party may reasonably request from time to time in order to affect the provisions and purposes of this Agreement.

24. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall constitute an original document, no other counterpart needing to be produced, and all of which when taken together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or agents on the day and year first above written.

CONSULTANT	CITY OF ANKENY
BY: _____	BY: _____
Name: Andy Floy, P.E.	Mark E. Holm, Mayor
Title: Lead Civil Engineer	
WITNESS	ATTEST
By: _____	By: _____
Name: Patrick P. Kueter, P.E.	Name: _____
Title: Client Director	Title: _____

ATTACHMENT 1 - SCOPE OF SERVICES

I. BASIC SERVICES OF THE CONSULTANT

The Consultant shall consult on a regular basis with the City to clarify and define the City's requirements for the Project and review available data. The City agrees to furnish to the Consultant full information with respect to the City's requirements, including any special or extraordinary considerations for the Project or special services needed, and also to make available pertinent existing data. The North Four Mile Creek Trunk Sewer project is generally described as follows:

The project involves the design of a 30-inch sanitary sewer to provide capacity in the wastewater collection system north of NE 54th Street adjacent to N Ankeny Boulevard/US-69.

This scope of services is based on the following project assumptions:

- Design shall consist of the gravity sewer extension from the existing sanitary sewer located on the north side of NE 54th Street and run along the east side of N Ankeny Boulevard/US-69.
- Anticipated length of extension is approximately 4,200 feet
- Foth shall provide construction services as an amendment if needed

The scope of services to be performed by the Consultant shall be completed in accordance with generally accepted standards of practice and shall include the services to complete the following tasks:

PHASE 10 – PROJECT COORDINATION

Task 1 - Project Management

The project manager will be responsible for the development and tracking of the project plan for the project development. This includes task identification, staff scheduling and coordination, project communications, monthly progress reporting and invoicing and other important elements of the project.

- The project duration is assumed to be eight (8) months.

Task 2 – Project Review Meetings.

Maintain communications with the project development team and various other designated representatives. The project development team will include City of Ankeny Municipal Utilities and Foth. Meet to review progress and to discuss specific elements of the project design. The meetings will also serve to establish schedules, develop project goals, establish initial design parameters, promote a dialog between the various entities, improve the decision-making process, and expedite design development.

For budget purposes, it is assumed two (2) meetings will be attended by two (2) staff members of the Consultant.

Task 3 - Periodic Meetings with Local Elected Officials – Task Not Included

Informational update presentations will be provided to the City Council on an as needed basis during the design development process. The presentations will provide an introduction/overview of the project and project goals and objectives. It will also provide an update on design development concepts and schedule. The presentations will be held in conjunction with the Council Work Sessions. For estimating purposes, it is assumed that the Consultant will attend zero (0) meetings.

Task 4 - Project Permitting Coordination

The Consultant will assist the City in project clearance with governmental authorities that have jurisdiction to approve the design of the project and participate in consultations with such authorities, as necessary. The Consultant shall provide coordination with the following agencies:

- US Army Corps of Engineers
- Iowa Department of Natural Resources
- Iowa Department of Transportation
- Polk County

The Consultant will attend up to the following assumed meetings to assist in the coordination of the project development activities. For budget purposes, it is assumed that three (3) meetings will be attended by two (2) staff members of the Consultant.

Any fees for construction permits, licenses or other costs associated with permits and approvals shall be the responsibility of the City. The Consultant shall provide technical criteria, written descriptions and design data for the City's use in filing the applications for permits. The Consultant shall prepare the permit applications and other documentation.

Task 5 - Individual Property Owner Meetings – Task Not Included
The Consultant will conduct meetings with individual property owners to address issues of specific concern to adjacent properties. These meetings will be held in concert with the preliminary design development and property acquisition Segments of the project. This will include specific discussions about access issues, changes in circulation, potential right-of-way needs, and other issues related to specific parcels.

During the scheduled individual property owner meeting times, the Consultants project manager will meet with the affected property owner to discuss the specifics of the project as it relates to their property, obtain information regarding any issues the property owner feels is important, and get input regarding their expectations about the project. The information gathered at this time will be used in developing the project documents and negotiating the required right-of-way. It is anticipated that the following meetings with 0 individual property owners involved in the right-of-way acquisitions will be required.

- Zero (0) meetings with zero (0) property owners.

Task 6 – Design Development Exhibit Preparation
Exhibit for the design development will consist of a full-size strip plot with the major project features shown on the aerial photograph. Includes coloring, lettering, and other techniques to delineate the proposed design concepts and right of-way needs, including typical section elements of the roadway. The figure will indicate right-of-way needs, property lines, property ownership, access control lines, structure limits, and new roadway improvements.

Task 7 – Individual Parcel Exhibits
The Consultant will prepare individual property acquisitions exhibits (8.5-in by 11-in) for each parcel which will consist of aerial imagery and show the proposed design elements, driveway access, site modifications, in addition to existing right-of-way lines, proposed fee title right-of-way needs and permanent/temporary easement needs. The exhibits will be label with key parcel information and reference individual easement square footage areas. The exhibits will be used for initial right-of-way discussions and verification in advance of the preparation of acquisition plats.

- Two (2) Exhibits

PHASE 20 – DESIGN SURVEYS
The Consultant will perform field and office tasks required to collect additional topographic information deemed necessary to complete the project. The City will provide aerial photographic and other available mapping of the Project area. The specific supplemental survey tasks to be performed include the following:

Task 1 - Control Survey
The Consultant will establish horizontal and vertical control for the Project area. Each permanent control point or benchmark will have horizontal coordinates or elevation, recovery information and monument description. Accurate descriptions of the horizontal control points and benchmarks will be created and recorded on the plan sheets.

Task 2 - Topographic Survey
The Consultant will perform limited topographic surveys required for the development of the conceptual design. Horizontal and vertical accuracies will be adequate to produce a map that is compatible with the topographic data for incorporation into the existing mapping. Assume that additional topographic surveys will be required for preparation of final construction plans.

Task 3 - Utility Survey
The Consultant will perform utility surveys required for the development of the project. Contact utility owners of record or the Iowa One Call representative, request that buried utilities be marked in the field and obtain existing utility map. Establish coordinates and elevations (if possible) for utilities that fall within the limits of the project and are visible or have been marked on the ground by the utility owner. Show utility name and describe the utility on the plans.

This task consists of field survey indicating the location of utilities within the existing right-of-way for the project. The Consultant will field locate utility locations established by others; excavating to expose buried utilities is not part of this contract. Utilities to be surveyed include phone, gas, fiber optic, water main, overhead/underground electrical, sanitary sewer and storm sewer (including power poles, pedestals, valves and manholes). This includes establishing manhole and intake elevations for existing sanitary, storm sewers and roadway culverts.

Task 4 - Property Ownership and Research
Research City and County records including right-of-way strip maps, subdivision plats, section corner ties, and surveys, locate existing boundary corner monuments, establish property lines, right-of-way lines, section lines, and easements, determine ownership of the properties affected by the project. Prepare a drawing with property lines, right-of-way lines, section lines, and easements within the project area as shown on the existing plats and other documents of record along with the land corner monuments and boundary corner monuments located in field. Review property ownership information from public records and add property owner names to the project mapping for public display and plan preparation purposes.

Task 5 - Right-of-Way Survey
The Consultant will perform right-of-way surveys required for the development of the project. The right-of-way surveys will be in-depth legal surveys for which acquisition plats are to be developed.

This task includes a thorough search of City, County and State records to review all surveys of record pertaining to the survey corridor, including County Auditor's Subdivisions Plats, original government surveys, early surveys made by County Surveyors, all irregular land survey and road establishment records. Copies of such records are to be included in the project file for future reference.

This task also includes obtaining sufficient field data to locate or establish property lines affected by the project to enable the preparation of the improvement plans. This includes locating section corners, property pins, and visible lines of occupation such as fences, field divisions or any other lines, indicating possession. A diligent effort must be made to recover existing land corner monuments necessary to describe the right-of-way along the project corridor.

The task includes incorporation of property lines, right-of-way lines, and ownership of properties affected by the project into the base mapping for the project. The base mapping will identify the owners and approximate boundaries of all appropriate parcels within the survey limits.

Task 6 - Project Base Map
Incorporate field surveys into an electronic base map to be used for the design of the project. Incorporate property lines, right-of-way lines, and property ownership for parcels located within the project limits into the base map.

Task 7 - Soil-Boring Location Surveys
Perform soil-boring location surveys to establish location and elevation of proposed geotechnical investigations consisting of the following number of soil borings:

- Eight (8) borings.

Task 8 – Utility Relocation Staking (Task not included)

Task 9 - Public Notice of Project
The Consultant will prepare a project notice letter for property owners directly adjacent to the project. This letter will provide a brief project description, notification of property surveys, anticipated schedule and contact information. The Consultant will distribute the notice letter following the City review and approval.

Task 10 - Easement Staking
This task consists of staking the easement locations for purposes or property negotiations. The staking survey includes the marking of key easement location points in order to visualize the locations in the field and will also include marking of existing property lines locations. For the purpose of this agreement, all permanent and temporary easements will be staked one (1) time.

Task 11 – Permanent Monumentation of Right-of-Way
This task consists of monumentation of the right-of-way acquired as part of this project which will be performed upon completion of construction of the proposed improvements. The monumentation will comply with requirements of the Iowa Code and will be performed by or under the direct supervision of a duly licensed land surveyor under the laws of the State of Iowa.

This task also includes resetting existing right-of-way monumentation for those parcels with only a temporary construction easement.

PHASE 22 – ACQUISITION PLATS
For budgetary purposes, it is assumed that two (2) parcels are within the project limits.

Task 1 - Preparation of Acquisition Plats and Legal Descriptions
The Consultant will prepare acquisition plats and legal descriptions for property to be acquired for the project. For estimating purposes, the following numbers of acquisition plats are assumed for this agreement:

- Permanent (Fee-Title) Right-of-Way Acquisition Plats = 0 each (FE)
- Temporary Construction Easement = 0 each (TE)
- Sanitary Easements = 1 each (PE)

The following table summarizes the anticipated project acquisitions, for which this scope of service task has been developed:

No.	Parcel Name	Fee-Title ROW (FE)	Temporary Easements (TE)	Permanent Easements (PE)
1	Denny Elwell Family LC	n/a	1	1
2	Dennis S and Manda J Elwell	n/a	1	0
Totals		n/a	2	1

Individual plats and legal descriptions will be prepared for each parcel with permanent and temporary acquisitions. The legal descriptions will be "of" descriptions and not be metes & bounds descriptions. The plats and legal descriptions will comply with requirements of the Iowa Code and will be prepared by or under the direct supervision of a duly licensed land surveyor under the laws of the State of Iowa. The plats will also be completed in accordance with the City requirements.

PHASE 25 – GEOTECHNICAL SERVICES
Task 1 – Soil Borings (Subconsultant Terracon Consultants, Inc.)
This task consists of securing a subsurface exploration based on preliminary alignments and profiles of the proposed improvements. The soil borings will be completed after sewer alignment has been selected. These services will be in general accordance with the standard specifications for subsurface investigations and design. This task includes the necessary field and office services to provide a geotechnical report for the project. The task involves completing eight (8) borings 30-ft deep. The borings will be for purposes of the utility design, moisture contents, groundwater levels, laboratory testing and engineering analysis. The soil borings shall include coordination of traffic control measures and arranging a utility locate through Iowa One Call. The backfilling of the boreholes will be performed following the soil borings.

This subsurface exploration will include laboratory testing, engineering analysis, trench design and a written report. The results of our field and laboratory programs will be evaluated by a professional geotechnical engineer licensed in the State of Iowa. Based on the results of our evaluation, an engineering report will be prepared and include the following information:

- Description of the project.
- Computer generated boring logs with soil stratification based on visual soil classification
- Summarized laboratory data on the boring logs
- Groundwater levels observed during and shortly after completion of drilling
- Boring location diagram
- Subsurface exploration procedures
- Subsurface soil conditions

In addition, geotechnical recommendations for the project will include:

- Trench excavation and backfill
- Bearing soils for sanitary sewer and manholes
- Pipe and Manhole structure subgrade preparation
- Settlement and global slope stability review, if applicable
- Expansive soil design considerations, if applicable
- Discussions of potential need for dewatering

PHASE 30 – ENVIRONMENTAL SERVICES
The Consultant will complete the following environmental services.

Task 1 - Wetland and Waters of the U.S. Delineation
The delineation will use mandatory technical criteria, field indicators, and other sources of information to assess whether the project area has jurisdictional wetlands or WUS. The classification will be performed by an experienced biologist, environmental scientist, or engineer. If wetlands are present, the upper boundaries within the project area will be identified. WUS will also be identified and mapped during the delineation. Our proposed Scope of Work includes the following:

- Assemble application information (i.e., aerial maps, soil classifications, site hydrology, vegetation type, etc.).
- Perform on-site visit to gather data pertaining to the hydrophytic vegetation community, surface hydrology, and hydric soil characteristics. The following items will be performed at discrete data point locations within suspect wetland areas on-site.
- Assess each stratum of vegetation (i.e., trees, saplings/shrubs, herbs, and woody vines). Vegetation will be classified by Genus species and dominance will be assessed.
- Classify soil types and evaluate hydric soil indicators using shallow soil probes or spade holes.
- Observe site characteristics for wetland hydrology indicators.
- Utilize a hand-held GPS unit (sub-meter accuracy) to map the location and boundaries of delineated wetlands and WUS. If heavy tree cover is present, a non-GPS survey may be needed to identify wetland boundaries. Fees for standard surveying have not been included in this proposal.
- Prepare maps showing the delineated wetland and WUS area(s).
- Submit a Wetland and Waters of the U.S. Delineation Report containing the applicable data, wetland jurisdictional rationale, and proposed project information.

Task 2 - Threatened & Endangered Species Habitat Assessment
The Consultant will retain a subcontractor to perform a Threatened and Endangered (T&E) habitat assessment of the project area. The T&E Habitat Assessment will include a review of FWS's Planning and Consultation System and the IDNR's Natural Areas Inventory database to identify species of concern and records of known occurrences. A walking survey of the project area will be conducted to assess the potential for T&E species. An acoustic survey will be conducted in accordance with the FWS 2021 Range-Wide Indiana Bat Survey Guidance to evaluate the presence/probable absence of T&E bat species. A report will be prepared to document the findings of the database search, field survey and acoustic survey.

Task 3 - Phase I Cultural Resource Survey
The Consultant will retain a subcontractor to perform a limited/cursory archeological survey for review by the State Historical Preservation Office (SHPO) during the permitting process. The Phase I investigation will consist of the project area.

Task 4 – Section 404 Permit Application
If wetland or WUS impacts are proposed, the Consultant will prepare and submit a Section 404 Permit Application containing the applicable data, wetland jurisdictional rationale, and proposed project information to the USACE, Iowa Department of Natural Resources (IDNR) Flood Plain Section, and IDNR Sovereign Lands Section. The proposed utility project would likely be covered under Nationwide Permit (NWP) 12 for Utility Line Activities. Under NWP 12, mitigation is generally not required for temporary WUS or emergent wetland impacts if the ground surface is restored to pre-construction elevations upon completion of the project.

PHASE 44 – PELIMINARY DESIGN (SANITARY SEWER)
The work to be performed by the Consultant under Preliminary Design shall consist of the following tasks:

The Consultant will complete the preparation of preliminary plans for the sanitary sewer improvements. The primary focus will be on utility improvements, including development of typical trench sections, identification of related street/utility improvements, and other necessary construction elements. The preliminary plans will also incorporate potential elements that may affect the corridor including property impacts. The plans will show existing topographic features, utility improvements and right-of-way/easement requirements.

Task 1 - Data Collection & Review (Task not used)

Task 2 - Develop Design Criteria
The Consultant will develop project design criteria to be used in developing utility improvements. Criteria will conform to the Statewide Urban Design Standards. The criteria to be addressed include:

- Typical utility improvement details.
- Maintenance of traffic/property access during construction, including access requirements, allowable street closures, and other issues (i.e. emergency vehicles, property owners, pedestrians and/or bicycles).
- Provisions for resolution of utility conflicts, including necessary relocations.

The Consultant will distribute conceptual plans to utility companies for their review, including City utilities for information within the project corridor regarding transmission, distribution and service laterals. This includes information related to existing facilities and facilities planned for construction during the proposed improvements.

Task 3 - Develop Trench Sections
The Consultant will develop typical trench sections for the utility improvements. This task consists of preparation of typical trench sections, including permanent sanitary sewer easement widths, right-of-way widths, and utility locations.

Task 4 – Preparation of Preliminary Design Plans
The Consultant will prepare conceptual design plans, which will be approximately 60 percent complete and shall consist of the following tasks:

<u>Plan Preparation - Title Sheet and Typical Sections (A and B Sheets)</u>
Prepare title and typical section sheets for each of the proposed project segments.

<u>Plan Preparation – Estimate of Quantities (C Sheets)</u>
This task consists of a preliminary determination of the bid items to be included in the project, along with their appropriate tabulations.

Plan Preparation - Plan and Profile (D Sheets)
Prepare preliminary plan and profile drawings at a scale of 1"=50' horizontal and 1"=5' vertical. These drawings will show base mapping and proposed sanitary sewer alignments. Include sanitary sewer, storm sewer, water main and other existing utility information, existing and proposed right-of-way, easements, and sewer profiles. These drawings will also show existing topographic information and proposed grading utility improvements along the project corridor.

Plan Preparation - Special Construction Details (U Sheets)
This task consists of the design and drafting associated with the preliminary assembly of modified standards and special details.

Quality Control - Plan Set
Involve ongoing quality control input from the Project Team and the design engineer's senior technical staff throughout the development of conceptual plans and documents for each project segment. The design engineer is responsible for making specific recommendations and ensuring that critical issues are discussed and resolved prior to submittal of the preliminary plan set to the Project Team.

Review the conceptual engineering plan set for technical accuracy, as well as for general constructability and conformance with the project design criteria.

Task 5 - Public Utility Review
This task includes review of existing public utilities, including electric, gas, telephone and cable. Also includes analyzing the effects of the proposed improvements will have on the existing utilities and identifying potential public utility corridors.

Task 6 - Field Exam
This task includes a Field Exam will with the Project Development Team to discuss key issues and design concepts, including drainage, access control, traffic control/stage construction and right of-way. The review will determine the completion of the plan design, identify needed adjustments to minimize potential property impact and confirm the proposed staging plans. Revisions will be noted for preparation of the final design. Completion of the Field Exam will allow preparation for Final Plans.

Task 7 – Opinion of Probable Construction Costs
The Consultant will prepare a preliminary opinion of probable construction cost for the project. The Opinion of Probable Construction Cost is intended for the use of the City in capital improvement planning and financing the Project. Conceptual cost estimates will be based on representative major project elements and recent bid information. Detailed quantity takeoffs will not be developed for the conceptual cost estimate.

PHASE 48- FINAL DESIGN (SANITARY SEWER) AND SPECIFICATIONS
Based upon approved preliminary design, the Consultant shall subsequently proceed with final design, contract drawings, specifications and opinion of probable construction costs for the award of a single Contract for the construction of the proposed improvements. Comments received from the Preliminary Design Phase plans will be implemented in the Final Design Phase plans. The work tasks to be performed include the following:

Task 1 - Final Construction Plans
The Consultant shall provide the City with the following deliverables:

Final Title Sheets (A Sheets) - Finalize title sheet. The title sheets will include the Index of Sheets, Legend, Location Map and Project Number.

Final Typical Sections and Final Details (B Sheets) - This item consists of final design and drafting of typical cross sections and standard details to be utilized for the improvements.

Final Quantities and Final Estimate of Miscellaneous Quantities (C Sheets) - This item consists of final bid items to be included in the Project, as well as final quantity tabulations, the development of the general notes and estimate reference information. This item also includes the final design and drafting of erosion control measures to be provided on the project.

Final Plan and Profiles (D Sheets) - This item consists of the final design and drafting of sanitary sewer plan and profile sheets, including the detail information required for plan approvals, permitting, and construction of the proposed improvements.

Reference Ties, Bench Marks and Alignment Information (G Sheets)
Finalize the plan control points and the benchmark data used to develop the plans and to be preserved throughout construction of the project. Provide the centerline alignment tangent and curve data.

Traffic Control, Staging and Trail Signing (J Sheets) – This item consists of final design and drafting of the traffic control, staging, and haul road information.

Final Erosion Control (R Sheets) – This item consists of the development of erosion control sheets that show a draft pollution prevention plan, existing and proposed topography, location of proposed best management practices, and permanent surface restoration locations.

Final Construction Details (U Sheets) - This item consists of the final design and drafting of special project details not covered in other items. Included are such items as special grading details, bank grading, special stabilization details, and other required miscellaneous details found to be required for completion of the project.

Task 2 - Project Permitting
The Consultant will assist the City in preparing applications for permits from governmental authorities that have jurisdiction to approve the design of the project and participate in consultations with such authorities, as necessary. The Consultant shall prepare the following documents for the project:

- IDNR Wastewater Construction Permit
- Use of Highway Right-of-Way for Utilities Accommodation
- Section 404
- Notice of Publication
- Pollution Prevention Plan

Any fees for construction permits, licenses or other costs associated with permits and approvals shall be the responsibility of the Consultant. The Consultant shall provide technical criteria, written descriptions and design data for use in filing the applications for permits. The Consultant shall prepare the permit applications and other documentation.

Task 3 - Project Manual
The task consists of preparation of a Project Manual utilizing the standard City front-end documents, including Notice of Hearing and Letting, Instruction to Bidders, Bid forms, Bond Forms, Agreement Forms, General Conditions of Construction Contract, Supplementary General Conditions, and Detailed Construction Specifications. The Statewide Urban Design and Specifications (SUDAS) manuals shall be utilized for this project.

Task 4 - Opinion of Probable Construction Cost
The Consultant shall prepare a Final Opinion of Probable Construction Cost for the project at the time of completion of the plans and specifications. The Opinion of Probable Construction Cost is intended for the use of the City in financing the Project.

Task 5 - Quality Control
Involve ongoing quality control input from the Project Team and the Consultant's senior technical staff throughout the development of final plans. The design engineer is responsible for making specific recommendations and ensuring that critical issues are discussed and resolved prior to submittal of the final plan set to the Project Team.

PHASE 60 - PROJECT BIDDING
The Consultant will coordinate and manage the letting process for the project. For estimating purposes, one (1) letting per sewer phase has been included as part of this Agreement. The work tasks to be performed or coordinated by the Consultant shall include the following:

Task 1 - Printing of Plans and Specifications
This task consists of printing and handling of the Plans and Specifications. For budget purposes it is estimated that twenty (20) half-size (11"x17") plan sets and specifications will be duplicated and assembled by the Consultant, with six (6) of those being delivered to the City. This task also includes dissemination of the contract documents and maintaining a plan holders list during the bidding phase.

Task 2 - Notice of Project
The Consultant shall prepare of the formal Notice of Hearing and Letting. The City shall handle publication of the Notice to Bidders and Notice of Public Hearing.

Task 3 - Plan Clarification and Addenda
The Consultant shall be available to answer questions from contractors prior to the letting and shall issue addenda as appropriate to interpret, clarify or expend the bidding documents. For estimating purposes, one (1) addendum will be issued.

Task 4 - Letting, Bid Tabs, and Award Recommendation
The Consultant shall be a representative present when the bids and proposals are opened, shall make tabulations of bid for the Owner, shall advise the Owner on the responsiveness of the bidders and assist the Owner in making the award of contract, including preparation of necessary contract documents.

Project Deliverables
The scope of services shall be considered complete upon completion and delivery of the following items to the satisfaction of the City Engineer:

- Wetland & WUS Delineation Report
- T&E Habitat Assessment
- Phase I Cultural Resource Survey
- Section 404 Permit Application
- Five (5) sets of the original Final Construction drawings (half-size 11"x17") and two (2) final Project Manuals.
- Two (2) copies of Parcel Exhibits
- Permanent and Temporary Easement Plats (3 copies of original signed plats)

ADDITIONAL SERVICES:

Additional Services are ***not*** included in this Agreement. If authorized under a Supplemental Agreement the Consultant shall furnish or obtain from others the following services:

1.) State Revolving Fund (SRF) Applications
2.) Right of Way Services
3.) Review Appraisals
4.) Eminent Domain proceedings
5.) Mitigation Plan
6.) USACE Meetings or additional data collection
7.) Alternative Analysis for Individual Permit
8.) NEPA Evaluation
9.) T&E Botanical or Insect Surveys
10.) As-Constructed Documentation for the Section 404 Permit
11.) Major HEC-RAS Water Surface Modeling
12.) Contaminated Soils Investigations
13.) Streetscape Design
14.) Traffic Signal Design
15.) Structural/Retaining Wall Design
16.) Bridge Design
17.) Special Geotechnical Considerations
18.) Subsurface Utility Investigations
19.) Storm Water Pollution Prevention Monitoring
20.) Construction Period Services
21.) Construction Period Testing Services

CITY'S RESPONSIBILITIES:

The City shall provide the following:

1. Provide existing utility plans and studies.
2. Provide existing street and utility plans/record drawings and utility maps for the project area.
3. Provide existing topographic base mapping, aerial photo images and other available electronic files pertinent to the Project.

ATTACHMENT 2 - PROJECT SCHEDULE

The time of completion of the design and engineering services under this Agreement shall be as follows:

I. Basic Services of the Consultant

Anticipated Contract Approval	February 22, 2022
A. Project Coordination	March – October 2022
B. Design Survey	March – April 2022
C. Legal Survey and Platting	May – June 2022
D. Environmental Services	April – July 2022
E. Preliminary Design	April – May 2022
F. Final Design and Specifications	July - August 2022
G. Letting	October 2022

ATTACHMENT 3 - SCHEDULE OF FEES

FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC
2022 STANDARD HOURLY RATE SCHEDULE

CLASSIFICATION	HOURLY RATE
Director	$208.00
Project Manager	$178.00-$205.00
Project Engineer	$147.00-$196.00
Staff Engineer	$121.00-$146.00
Planner	$121.00-$194.00
Project Scientist	$121.00-$147.00
Technology Manager	$173.00
Technician	$82.00-149.00
Construction Manager	$173.00
Land Surveyor	$138.00-$173.00
Project Administrator	$80.00-$100.00
Administrative Assistant	$60.00

REIMBURSABLE EXPENSES

1. All materials and supplies used in the performance of work on this project will be billed at cost.
2. Auto mileage will be reimbursed per the current standard mileage reimbursement established by the Internal Revenue Service.
3. Charges for outside services such as soils and materials testing, fiscal, legal will be billed at their invoice.
4. All other direct expenses will be invoiced at cost.

ADJUSTMENTS TO FEE SCHEDULE

1. Fee schedule effective January 1, 2022. Rates subject to change annually on January 1.

??

ANKENY CITY COUNCIL

City Council Agenda

March 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: ?? COUNCIL GOAL:

City Manager

Exercise Financial Discipline

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Proposed Maximum Property Tax Dollars for Fiscal Year July 1, 2022 - June 30, 2023 (PH-2022-27)

EXECUTIVE SUMMARY:

Iowa Code Section 384.15A requires that cities must publish and hold a public hearing to outline the maximum property tax dollars requested in the FY 2023 Budget. The notice of public hearing shows the property tax dollars as they appear in the FY 2022 Budget, what the tax levy would be for FY 2023 if the property tax dollars remained the same, and what the FY 2023 Budget proposes in property tax dollars and the corresponding tax levy. Any increase in property taxes in excess of 2% requires a super majority vote of the Council.

The notice of public hearing shows the general and police and fire retirement levies. It does not show the aviation authority and debt services levies. The tax levy shown is $6.7033 of the total $9.90 in the proposed FY 2023 Budget, a decrease of $0.05.

FISCAL IMPACT: **??Yes**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

The public hearing notice was shared at the Operating Funds Budget Workshop on February 14, 2022.

PUBLIC OUTREACH EFFORTS:

Notice of public hearing was published in the Des Moines Register on Friday, February 25, 2022 and posted on the City's website for public viewing, along with an electronic link to such notice on all of the City's social media accounts.

ACTION REQUESTED:

Action: Consider motion to adopt RESOLUTION approving the maximum property tax dollars for Fiscal Year July 1, 2022 - June 30, 2023.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Notice of Public Hearing
Resolution

NOTICE OF PUBLIC HEARING - CITY OF ANKENY - PROPOSED PROPERTY TAX LEVY
Fiscal Year July 1, 2022 - June 30, 2023

The City Council will conduct a public hearing on the proposed Fiscal Year City property tax levy as follows:

Meeting Date: 3/7/2022 **Meeting Time:** 05:30 PM **Meeting Location:** Ankeny Kirkendall Public Library - City Council Chambers

At the public hearing any resident or taxpayer may present objections to, or arguments in favor of the proposed tax levy. After adoption of the proposed tax levy, the City Council will publish notice and hold a hearing on the proposed city budget.

City Website (if available)
www.ankenyiowa.gov

City Telephone Number
(515) 965-6400

	Current Year Certified Property Tax 2021 - 2022	Budget Year Effective Property Tax 2022 - 2023	Budget Year Proposed Maximum Property Tax 2022 - 2023	Annual % CHG
Regular Taxable Valuation	4,148,735,891	4,476,429,489	4,476,429,489	
Tax Levies:				
Regular General	25,099,852	25,099,852	27,544,814	
Contract for Use of Bridge			0	
Opr & Maint Publicly Owned Transit			0	
Rent, Ins. Maint. Of Non-Owned Civ. Ctr.			0	
Opr & Maint of City-Owned Civic Center			0	
Planning a Sanitary Disposal Project			0	
Liability, Property & Self-Insurance Costs			0	
Support of Local Emer. Mgmt. Commission			0	
Emergency			0	
Police & Fire Retirement	2,281,805	2,281,805	2,462,036	
FICA & IPERS			0	
Other Employee Benefits			0	
Total Tax Levy	27,381,657	27,381,657	30,006,850	9.58
Tax Rate	6.60000	6.11685	6.70330	

Explanation of significant increases in the budget:

The fiscal year July 1, 2022 - June 30, 2023 property tax levy is proposed to decrease from $9.95 to $9.90 per $1,000 of taxable property tax valuation. The aviation authority and debt service property tax levies are not reflected in the table above, which both include a reduction in the property tax levies. Additional revenues will be used to address increased service demands due to the City's growth.

If applicable, the above notice also available online at:

www.ankenyiowa.gov/our-city/budget

*Total city tax rate will also include voted general fund levy, debt service levy, and capital improvement reserve levy.

**Budget year effective property tax rate is the rate that would be assessed for these levies if the dollars requested is not changed in the coming budget year

RESOLUTION

A RESOLUTION APPROVING THE MAXIMUM PROPERTY TAX DOLLARS FOR FISCAL YEAR JULY 1, 2022 – JUNE 30, 2023

WHEREAS, the City Council of the City of Ankeny, Iowa have considered the proposed Fiscal Year July 1, 2022 – June 30, 2023 maximum property tax dollars for the affected levy total, and

WHEREAS, a notice concerning the proposed maximum property tax dollars was published as required and posted on the City website and social media accounts, and

WHEREAS, a public hearing concerning the proposed maximum property tax dollars was held on March 7, 2022, and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ankeny, Iowa, that the maximum property tax dollars for the affected tax levies for Fiscal Year July 1, 2022 – June 30, 2023 shall not exceed the following total:

Total maximum levy for the affected property tax levies: $30,006,850.

The maximum property tax dollars requested in the total maximum levy for the affected property tax levies for Fiscal Year July 1, 2022 – June 30, 2023 represents greater than 102% of the maximum property tax dollars requested for the current Fiscal Year July 1, 2021 – June 30, 2022.

Passed and approved the 7th day of March, 2022.

_____
Mark E. Holm, Mayor

Attest:

_____
Denise L. Hoy, City Clerk

Roll Call Vote:

Bobbi Bentz – Yea/Nay
Jeff Perry – Yea/Nay
Joe Ruddy – Yea/Nay
Kerry Walter-Ashby – Yea/Nay
Kelly Whiting – Yea/Nay

??

ANKENY CITY COUNCIL

City Council Agenda

March 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: ?? COUNCIL GOAL:

City Manager

Exercise Financial Discipline

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Proposed Amendment of Current City Budget for FY 2022 and Budget Estimate for FY 2023

Set Public Hearing Date

EXECUTIVE SUMMARY:

Set a public hearing on an Amendment of Current City Budget for Fiscal Year July 1, 2021 - June 30, 2022 and Budget Estimate for Fiscal Year July 1, 2022 - June 30, 2023 for March 21, 2022 at 5:30 p.m.

FISCAL IMPACT: **??Yes**

The proposed Fiscal Year 2023 Budget includes a reduction in the City's property tax rate from $9.95 to $9.90 per $1,000 of taxable property valuation.

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to set a public hearing on an Amendment of Current City Budget for Fiscal Year July 1, 2021 - June 30, 2022 and Budget Estimate for Fiscal Year July 1, 2022 - June 30, 2023 for March 21, 2022 at 5:30 p.m. and direct City Clerk to publish notice of such hearings.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Notice of Public Hearing - FY 2022 Budget Amendment
Notice of Public Hearing - FY 2023 Budget

NOTICE OF PUBLIC HEARING - AMENDMENT OF CURRENT BUDGET
City of ANKENY
Fiscal Year July 1, 2021 - June 30, 2022

The City of ANKENY will conduct a public hearing for the purpose of amending the current budget for fiscal year ending June 30, 2022

Meeting Date/Time: 3/21/2022 05:30 PM	**Contact:** Jennifer Sease	**Phone:** (515) 965-6400

Meeting Location: Ankeny Kirkendall Public Library - Council Chambers

There will be no increase in taxes. Any residents or taxpayers will be heard for or against the proposed amendment at the time and place specified above. A detailed statement of: additional receipts, cash balances on hand at the close of the preceding fiscal year, and proposed disbursements, both past and anticipated, will be available at the hearing.

REVENUES & OTHER FINANCING SOURCES		**Total Budget as Certified or Last Amended**	**Current Amendment**	**Total Budget After Current Amendment**
Taxes Levied on Property	1	41,979,358	0	41,979,358
Less: Uncollected Delinquent Taxes - Levy Year	2	0	0	0
Net Current Property Tax	3	41,979,358	0	41,979,358
Delinquent Property Tax Revenue	4	0	0	0
TIF Revenues	5	9,093,301	-105,455	8,987,846
Other City Taxes	6	3,032,520	85,000	3,117,520
Licenses & Permits	7	2,459,600	19,000	2,478,600
Use of Money & Property	8	1,022,510	-256,300	766,210
Intergovernmental	9	16,839,245	2,701,168	19,540,413
Charges for Service	10	40,486,180	4,096,139	44,582,319
Special Assessments	11	500	-500	0
Miscellaneous	12	5,471,568	-103,292	5,368,276
Other Financing Sources	13	20,011,000	19,542,675	39,553,675
Transfers In	14	17,299,094	-3,163,109	14,135,985
Total Revenues & Other Sources	15	157,694,876	22,815,326	180,510,202
EXPENDITURES & OTHER FINANCING USES				
Public Safety	16	24,993,041	-267,876	24,725,165
Public Works	17	7,625,603	414,063	8,039,666
Health and Social Services	18	19,000	-12,000	7,000
Culture and Recreation	19	8,734,715	281,752	9,016,467
Community and Economic Development	20	4,335,958	130,420	4,466,378
General Government	21	4,603,980	154,467	4,758,447
Debt Service	22	23,630,465	14,392,185	38,022,650
Capital Projects	23	37,757,069	175,794	37,932,863
Total Government Activities Expenditures	24	111,699,831	15,268,805	126,968,636
Business Type/Enterprise	25	38,136,091	13,672,386	51,808,477
Total Gov Activities & Business Expenditures	26	149,835,922	28,941,191	178,777,113
Tranfers Out	27	17,299,094	-3,163,109	14,135,985
Total Expenditures/Transfers Out	28	167,135,016	25,778,082	192,913,098
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	-9,440,140	-2,962,756	-12,402,896
Beginning Fund Balance July 1, 2021	30	111,193,693	26,532,451	137,726,144
Ending Fund Balance June 30, 2022	31	101,753,553	23,569,695	125,323,248

Explanation of Changes: Amended revenues include increases related to the receipt of American Rescue Plan Act (ARPA) grant funds, water sales, utility hookup fees and bond proceeds to current refund the General Obligation Refunding Bonds, Series 2014A and General Obligation Bonds, Series 2014B. Amended expenditures include increases related to inflation (e.g. costs of goods and services, fuel and natural gas costs), seasonal pay plan adjustments and the current refunding of the General Obligation Refunding Bonds, Series 2014A and General Obligation Bonds, Series 2014B.

NOTICE OF PUBLIC HEARING -- PROPOSED BUDGET

Fiscal Year July 1, 2022 - June 30, 2023

City of: ANKENY

The City Council will conduct a public hearing on the proposed Budget at: Ankeny Kirkendall Public Library - Council Chambers Meeting Date: 3/21/2022 Meeting Time: 05:30 PM

At the public hearing any resident or taxpayer may present objections to, or arguments in favor of , any part of the proposed budget. This notice represents a summary of the supporting detail of revenues and expenditures on file with the City Clerk and County Auditor.

City budgets are subject to protest. If protest petition requirements are met, the State Appeal Board will hold a local hearing. For more information, consult https://dom.iowa.gov/local-gov-appeals.

The Budget Estimate Summary of proposed receipts and expenditures is shown below. Copies of the the detailed proposed Budget may be obtained or viewed at the offices of the Mayor, City Clerk, and at the Library.

The estimated Total tax levy rate per $1000 valuation on regular property 9.90000

The estimated tax levy rate per $1000 valuation on Agricultural land is 3.00375

At the public hearing, any resident or taxpayer may present objections to, or arguments in favor of, any part of the proposed budget.

Phone Number
(515) 965-6400

City Clerk/Finance Officer's NAME
Jennifer Sease

		Budget FY 2023	Re-estimated FY 2022	Actual FY 2021
Revenues & Other Financing Sources				
Taxes Levied on Property	1	45,079,675	41,979,358	39,366,198
Less: Uncollected Property Taxes-Levy Year	2	0	0	0
Net Current Property Taxes	3	45,079,675	41,979,358	39,366,198
Delinquent Property Taxes	4	0	0	303,020
TIF Revenues	5	10,221,657	8,987,846	8,761,953
Other City Taxes	6	3,308,624	3,117,520	2,737,727
Licenses & Permits	7	2,348,600	2,478,600	3,200,620
Use of Money and Property	8	577,257	766,210	1,107,198
Intergovernmental	9	12,587,816	19,540,413	19,054,337
Charges for Fees & Service	10	45,133,806	44,582,319	44,356,107
Special Assessments	11	0	0	30,128
Miscellaneous	12	4,439,466	5,368,276	8,722,371
Other Financing Sources	13	25,378,885	39,553,675	29,068,795
Transfers In	14	13,968,506	14,135,985	20,010,089
Total Revenues and Other Sources	15	163,044,292	180,510,202	176,718,543
Expenditures & Other Financing Uses				
Public Safety	16	27,033,516	24,725,165	21,658,706
Public Works	17	8,164,316	8,039,666	6,783,039
Health and Social Services	18	0	7,000	2,725
Culture and Recreation	19	9,929,033	9,016,467	6,501,797
Community and Economic Development	20	5,299,936	4,466,378	3,553,167
General Government	21	5,335,829	4,758,447	3,746,560
Debt Service	22	24,277,332	38,022,650	40,288,141
Capital Projects	23	25,152,561	37,932,863	27,987,535
Total Government Activities Expenditures	24	105,192,523	126,968,636	110,521,670
Business Type / Enterprises	25	52,779,898	51,808,477	37,279,206
Total ALL Expenditures	26	157,972,421	178,777,113	147,800,876
Transfers Out	27	13,968,506	14,135,985	20,010,089
Total ALL Expenditures/Transfers Out	28	171,940,927	192,913,098	167,810,965
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	-8,896,635	-12,402,896	8,907,578
Beginning Fund Balance July 1	30	125,323,248	137,726,144	128,818,566
Ending Fund Balance June 30	31	116,426,613	125,323,248	137,726,144

??

ANKENY CITY COUNCIL

City Council Agenda

March 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: COUNCIL GOAL: ??

City Manager

Exercise Financial Discipline

ACTION REQUESTED:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Redemption of Outstanding Sewer Revenue Bonds, Series 2014C

EXECUTIVE SUMMARY:

The outstanding Sewer Revenue Bonds, Series 2014C are callable in the amount of $920,000 on May 1, 2022.

FISCAL IMPACT: **??Yes**

The sewer fund cash flow presented during the February 28, 2022 budget workshop showed that it was in the utility's best interest to use cash on hand to redeem the bonds.

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to adopt RESOLUTION authorizing the redemption of outstanding Sewer Revenue Bonds, Series 2014C, of the City of Ankeny, State of Iowa, dated May 15, 2014, and directing notice be given.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Resolution

Council Member _____ introduced the following Resolution entitled "A RESOLUTION AUTHORIZING THE REDEMPTION OF OUTSTANDING SEWER REVENUE BONDS, SERIES 2014C, OF THE CITY OF ANKENY, STATE OF IOWA, DATED MAY 15, 2014, AND DIRECTING NOTICE BE GIVEN" and moved its adoption. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

_____

NAYS: _____

Whereupon, the Mayor declared the resolution duly adopted as follows:

RESOLUTION

RESOLUTION AUTHORIZING THE REDEMPTION OF OUTSTANDING SEWER REVENUE BONDS, SERIES 2014C, OF THE CITY OF ANKENY, STATE OF IOWA, DATED MAY 15, 2014, AND DIRECTING NOTICE BE GIVEN

WHEREAS, the City did by resolution dated April 21, 2014, authorize the issuance of $2,315,000 Sewer Revenue Bonds, Series 2014C, (the "Bonds") dated May 15, 2014; and

WHEREAS, the Bonds are redeemable in any order of their numbering on May 1, 2022 or any date thereafter upon giving notice in the manner provided in the resolution authorizing the issuance of the Bonds; and

WHEREAS, it is deemed necessary and advisable that $920,000 be so redeemed on May 1, 2022 and notice of redemption be given according to the terms of the resolution authorizing issuance of the Bonds.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ANKENY, STATE OF IOWA:

Section 1. That outstanding Sewer Revenue Bonds, dated May 15, 2014, in the principal amount of $920,000, be and the same are hereby redeemed as of May 1, 2022.

Section 2. The Registrar and Paying Agent, UMB Bank, N.A., in its capacity as assignee of and successor to Bankers Trust Company, is hereby authorized and directed to cause written

notice of such redemption be given not less than thirty (30) days prior to the redemption date and to cause written notice of redemption to the registered owners of the Bonds, and to notify DTC.

Section 3. The Administrative Services Director is hereby authorized and directed to cause to be deposited in a separate fund sum sufficient to pay all principal and interest on the redeemed Bonds to the date of redemption and to notify the City's dissemination agent to post the Notice of Redemption to the MSRB's website (EMMA) in searchable PDF format for the refunded Bonds in accordance with the Continuing Disclosure Certificate for the Bonds.

Section 4. That the form of such notice be substantially as follows:

NOTICE OF FULL REDEMPTION

To the Holders of the
City of Ankeny, State of Iowa
Sewer Revenue Bonds,
Series 2014C
$2,315,000
Dated May 15, 2014

Notice is hereby given by UMB Bank, N.A. that the Bonds of the above referenced issue which mature on May 1, in the following years and amounts are called for redemption and prepayment on **May 1, 2022**

Year	*Amount*	*Interest Rate*	*Cusip No **
2023	**$220,000**	**3.00%**	**035375GL2**
2024	**$225,000**	**3.00%**	**035375GM0**
2025	**$235,000**	**3.00%**	**035375GN8**
2026	**$240,000**	**3.00%**	**035375GP3**

The Bonds will be redeemed at a price of 100% of their principal amount plus accrued interest to the date of redemption. Holders of such Bonds should present them for payment on or before said Redemption Date, on which date they will cease to bear interest:

Registered/Certified Mail, Air Courier or In Person:
UMB Bank, N.A. 1010408
Corporate Trust Bond Operations Department
928 Grand, 4th Floor
Kansas City, MO 64106-2040

Please DO NOT submit your securities for payment more than 30 days in advance of the redemption date. When inquiring about this redemption, please have the Bond number available. Customer Service can be reached at 800-416-6212.

Under the provisions of the Jobs and Growth Tax Relief Reconciliation Act of 2003 (the "Act"), 24% will be withheld if a tax identification number is not properly certified. Bondholders who wish to avoid the application of these provisions should submit a completed IRS Form W-9 when presenting their Bonds.

This notice is given by order of the **City of Ankeny, Iowa** pursuant to the terms of the resolution authorizing the redemption of these Bonds, dated **March 7, 2022**.

By: UMB BANK, N.A., as Paying Agent

PASSED AND APPROVED this 7th day of March, 2022.

Mark E. Holm, Mayor

ATTEST:

Denise L. Hoy, City Clerk

??

ANKENY CITY COUNCIL

City Council Agenda

March 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL: ??
Exercise Financial Discipline

ACTION REQUESTED:
Resolution

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:

Redemption of Outstanding Water Revenue Refunding Bonds, Series 2014D

EXECUTIVE SUMMARY:

The outstanding Water Revenue Refunding Bonds, Series 2014D are callable in the amount of $235,000 on June 1, 2022.

FISCAL IMPACT: **??Yes**

The water fund cash flow presented during the February 28, 2022 budget workshop showed that it was in the utility's best interest to use cash on hand to redeem the bonds.

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to adopt RESOLUTION authorizing the redemption of outstanding Water Revenue Refunding Bonds, Series 2014D, of the City of Ankeny, State of Iowa, dated May 15, 2014, and directing notice be given.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Resolution

Council Member _____ introduced the following Resolution entitled "A RESOLUTION AUTHORIZING THE REDEMPTION OF OUTSTANDING WATER REVENUE REFUNDING BONDS, SERIES 2014D, OF THE CITY OF ANKENY, STATE OF IOWA, DATED MAY 15, 2014, AND DIRECTING NOTICE BE GIVEN" and moved its adoption. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

_____

NAYS: _____

Whereupon, the Mayor declared the resolution duly adopted as follows:

RESOLUTION

RESOLUTION AUTHORIZING THE REDEMPTION OF OUTSTANDING WATER REVENUE REFUNDING BONDS, SERIES 2014D, OF THE CITY OF ANKENY, STATE OF IOWA, DATED MAY 15, 2014, AND DIRECTING NOTICE BE GIVEN

WHEREAS, the City did by resolution dated April 21, 2014, authorize the issuance of $1,890,000 Water Revenue Refunding Bonds, Series 2014D, (the "Bonds") dated May 15, 2014; and

WHEREAS, the Bonds are redeemable in any order of their numbering on June 1, 2022 or any date thereafter upon giving notice in the manner provided in the resolution authorizing the issuance of the Bonds; and

WHEREAS, it is deemed necessary and advisable that $235,000 be so redeemed on June 1, 2022 and notice of redemption be given according to the terms of the resolution authorizing issuance of the Bonds.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ANKENY, STATE OF IOWA:

Section 1. That outstanding Water Revenue Refunding Bonds, dated May 15, 2014, in the principal amount of $235,000, be and the same are hereby redeemed as of June 1, 2022.

Section 2. The Registrar and Paying Agent, UMB Bank, N.A., in its capacity as assignee of and successor to Bankers Trust Company, is hereby authorized and directed to cause written notice of such redemption be given not less than thirty (30) days prior to the redemption date and to cause written notice of redemption to the registered owners of the Bonds, and to notify DTC.

Section 3. The Administrative Services Director is hereby authorized and directed to cause to be deposited in a separate fund sum sufficient to pay all principal and interest on the redeemed Bonds to the date of redemption and to notify the City's dissemination agent to post the Notice of Redemption to the MSRB's website (EMMA) in searchable PDF format for the refunded Bonds in accordance with the Continuing Disclosure Certificate for the Bonds.

Section 4. That the form of such notice be substantially as follows:

NOTICE OF FULL REDEMPTION

To the Holders of the
City of Ankeny, State of Iowa
Water Revenue Refunding Bonds,
Series 2014D
$1,890,000
Dated May 15, 2014

Notice is hereby given by UMB Bank, N.A. that the Bonds of the above referenced issue which mature on June 1, in the following years and amounts are called for redemption and prepayment on **June 1, 2022**

Year	*Amount*	*Interest Rate*	*Cusip No **
2023	**$235,000**	**3.00%**	**035393EU7**

The Bonds will be redeemed at a price of 100% of their principal amount plus accrued interest to the date of redemption. Holders of such Bonds should present them for payment on or before said Redemption Date, on which date they will cease to bear interest:

Registered/Certified Mail, Air Courier or In Person:
UMB Bank, N.A. 1010408
Corporate Trust Bond Operations Department
928 Grand, 4th Floor
Kansas City, MO 64106-2040

Please DO NOT submit your securities for payment more than 30 days in advance of the redemption date. When inquiring about this redemption, please have the Bond number available. Customer Service can be reached at 800-416-6212.

Under the provisions of the Jobs and Growth Tax Relief Reconciliation Act of 2003 (the "Act"), 24% will be withheld if a tax identification number is not properly certified. Bondholders who wish to avoid the application of these provisions should submit a completed IRS Form W-9 when presenting their Bonds.

This notice is given by order of the **City of Ankeny, Iowa** pursuant to the terms of the resolution authorizing the redemption of these Bonds, dated **March 7, 2022**.

By: UMB BANK, N.A., as Paying Agent

PASSED AND APPROVED this 7th day of March, 2022.

Mark E. Holm, Mayor

ATTEST:

Denise L. Hoy, City Clerk

??

ANKENY CITY COUNCIL

City Council Agenda

March 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: COUNCIL GOAL: ??

City Manager

Exercise Financial Discipline

ACTION REQUESTED:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Redemption of Outstanding Water Revenue Refunding Bonds, Series 2014E

EXECUTIVE SUMMARY:

The outstanding Water Revenue Refunding Bonds, Series 2014E are callable in the amount of $2,635,000 on June 1, 2022.

FISCAL IMPACT: **??Yes**

The water fund cash flow presented during the February 28, 2022 budget workshop showed that it was in the utility's best interest to use cash on hand to redeem the bonds.

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to adopt RESOLUTION authorizing the redemption of outstanding Water Revenue Refunding Bonds, Series 2014E, of the City of Ankeny, State of Iowa, dated May 15, 2014, and directing notice be given.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Resolution

Council Member _____ introduced the following Resolution entitled "A RESOLUTION AUTHORIZING THE REDEMPTION OF OUTSTANDING WATER REVENUE REFUNDING BONDS, SERIES 2014E, OF THE CITY OF ANKENY, STATE OF IOWA, DATED MAY 15, 2014, AND DIRECTING NOTICE BE GIVEN" and moved its adoption. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

_____

NAYS: _____

Whereupon, the Mayor declared the resolution duly adopted as follows:

RESOLUTION

RESOLUTION AUTHORIZING THE REDEMPTION OF OUTSTANDING WATER REVENUE REFUNDING BONDS, SERIES 2014E, OF THE CITY OF ANKENY, STATE OF IOWA, DATED MAY 15, 2014, AND DIRECTING NOTICE BE GIVEN

WHEREAS, the City did by resolution dated April 21, 2014, authorize the issuance of $6,000,000 Water Revenue Refunding Bonds, Series 2014E, (the "Bonds") dated May 15, 2014; and

WHEREAS, the Bonds are redeemable in any order of their numbering on June 1, 2022 or any date thereafter upon giving notice in the manner provided in the resolution authorizing the issuance of the Bonds; and

WHEREAS, it is deemed necessary and advisable that $2,635,000 be so redeemed on June 1, 2022 and notice of redemption be given according to the terms of the resolution authorizing issuance of the Bonds.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ANKENY, STATE OF IOWA:

Section 1. That outstanding Water Revenue Refunding Bonds, dated May 15, 2014, in the principal amount of $2,635,000, be and the same are hereby redeemed as of June 1, 2022.

Section 2. The Registrar and Paying Agent, UMB Bank, N.A., in its capacity as assignee of and successor to Bankers Trust Company, is hereby authorized and directed to cause written notice of such redemption be given not less than thirty (30) days prior to the redemption date and to cause written notice of redemption to the registered owners of the Bonds, and to notify DTC.

Section 3. The Administrative Services Director is hereby authorized and directed to cause to be deposited in a separate fund sum sufficient to pay all principal and interest on the redeemed Bonds to the date of redemption and to notify the City's dissemination agent to post the Notice of Redemption to the MSRB's website (EMMA) in searchable PDF format for the refunded Bonds in accordance with the Continuing Disclosure Certificate for the Bonds.

Section 4. That the form of such notice be substantially as follows:

NOTICE OF FULL REDEMPTION

To the Holders of the
City of Ankeny, State of Iowa
Water Revenue Refunding Bonds,
Series 2014E
$6,000,000
Dated May 15, 2014

Notice is hereby given by UMB Bank, N.A. that the Bonds of the above referenced issue which mature on June 1, in the following years and amounts are called for redemption and prepayment on **June 1, 2022**

Year	*Amount*	*Interest Rate*	*Cusip No **
2023	**$535,000**	**3.00%**	**035393FC6**
2024	**$555,000**	**3.00%**	**035393FD4**
2025	**$570,000**	**3.00%**	**035393FE2**
2026	**$315,000**	**3.00%**	**035393FF9**
2027	**$325,000**	**3.125%**	**035393FG7**
2028	**$335,000**	**3.25%**	**035393FH5**

The Bonds will be redeemed at a price of 100% of their principal amount plus accrued interest to the date of redemption. Holders of such Bonds should present them for payment on or before said Redemption Date, on which date they will cease to bear interest:

Registered/Certified Mail, Air Courier or In Person:
UMB Bank, N.A. 1010408
Corporate Trust Bond Operations Department
928 Grand, 4th Floor
Kansas City, MO 64106-2040

Please DO NOT submit your securities for payment more than 30 days in advance of the redemption date. When inquiring about this redemption, please have the Bond number available. Customer Service can be reached at 800-416-6212.

Under the provisions of the Jobs and Growth Tax Relief Reconciliation Act of 2003 (the "Act"), 24% will be withheld if a tax identification number is not properly certified. Bondholders who wish to avoid the application of these provisions should submit a completed IRS Form W-9 when presenting their Bonds.

This notice is given by order of the **City of Ankeny, Iowa** pursuant to the terms of the resolution authorizing the redemption of these Bonds, dated **March 7, 2022**.

By: UMB BANK, N.A., as Paying Agent

PASSED AND APPROVED this 7th day of March, 2022.

Mark E. Holm, Mayor

ATTEST:

Denise L. Hoy, City Clerk

??

ANKENY CITY COUNCIL

City Council Agenda

March 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: COUNCIL GOAL: ??

City Manager | Exercise Financial Discipline

ACTION REQUESTED:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Redemption of Outstanding Sewer Revenue Refunding Bonds, Series 2014F

EXECUTIVE SUMMARY:

The outstanding Sewer Revenue Refunding Bonds, Series 2014F are callable in the amount of $2,455,000 on May 1, 2022.

FISCAL IMPACT: **??Yes**

The sewer fund cash flow presented during the February 28, 2022 budget workshop showed that it was in the utility's best interest to use cash on hand to redeem the bonds.

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to adopt RESOLUTION authorizing the redemption of outstanding Sewer Revenue Refunding Bonds, Series 2014F, of the City of Ankeny, State of Iowa, dated May 15, 2014, and directing notice be given.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Resolution

Council Member _____ introduced the following Resolution entitled "A RESOLUTION AUTHORIZING THE REDEMPTION OF OUTSTANDING SEWER REVENUE REFUNDING BONDS, SERIES 2014F, OF THE CITY OF ANKENY, STATE OF IOWA, DATED MAY 15, 2014, AND DIRECTING NOTICE BE GIVEN" and moved its adoption. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

_____

NAYS: _____

Whereupon, the Mayor declared the resolution duly adopted as follows:

RESOLUTION

RESOLUTION AUTHORIZING THE REDEMPTION OF OUTSTANDING SEWER REVENUE REFUNDING BONDS, SERIES 2014F, OF THE CITY OF ANKENY, STATE OF IOWA, DATED MAY 15, 2014, AND DIRECTING NOTICE BE GIVEN

WHEREAS, the City did by resolution dated April 21, 2014, authorize the issuance of $4,805,000 Sewer Revenue Refunding Bonds, Series 2014F, (the "Bonds") dated May 15, 2014; and

WHEREAS, the Bonds are redeemable in any order of their numbering on May 1, 2022 or any date thereafter upon giving notice in the manner provided in the resolution authorizing the issuance of the Bonds; and

WHEREAS, it is deemed necessary and advisable that $2,455,000 be so redeemed on May 1, 2022 and notice of redemption be given according to the terms of the resolution authorizing issuance of the Bonds.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ANKENY, STATE OF IOWA:

Section 1. That outstanding Sewer Revenue Refunding Bonds, dated May 15, 2014, in the principal amount of $2,455,000, be and the same are hereby redeemed as of May 1, 2022.

Section 2. The Registrar and Paying Agent, UMB Bank, N.A., in its capacity as assignee of and successor to Bankers Trust Company, is hereby authorized and directed to cause written notice of such redemption be given not less than thirty (30) days prior to the redemption date and to cause written notice of redemption to the registered owners of the Bonds, and to notify DTC.

Section 3. The Administrative Services Director is hereby authorized and directed to cause to be deposited in a separate fund sum sufficient to pay all principal and interest on the redeemed Bonds to the date of redemption and to notify the City's dissemination agent to post the Notice of Redemption to the MSRB's website (EMMA) in searchable PDF format for the refunded Bonds in accordance with the Continuing Disclosure Certificate for the Bonds.

Section 4. That the form of such notice be substantially as follows:

NOTICE OF FULL REDEMPTION

To the Holders of the
City of Ankeny, State of Iowa
Sewer Revenue Refunding Bonds,
Series 2014F
$4,805,000
Dated May 15, 2014

Notice is hereby given by UMB Bank, N.A. that the Bonds of the above referenced issue which mature on May 1, in the following years and amounts are called for redemption and prepayment on **May 1, 2022**

Year	*Amount*	*Interest Rate*	*Cusip No **
2023	**$375,000**	**3.00%**	**035375GX6**
2024	**$390,000**	**3.00%**	**035375GY4**
2025	**$400,000**	**3.00%**	**035375GZ1**
2026	**$420,000**	**3.00%**	**035375HA5**
2027	**$430,000**	**3.125%**	**035375HB3**
2028	**$440,000**	**3.25%**	**035375HC1**

The Bonds will be redeemed at a price of 100% of their principal amount plus accrued interest to the date of redemption. Holders of such Bonds should present them for payment on or before said Redemption Date, on which date they will cease to bear interest:

Registered/Certified Mail, Air Courier or In Person:
UMB Bank, N.A. 1010408
Corporate Trust Bond Operations Department
928 Grand, 4th Floor
Kansas City, MO 64106-2040

Please DO NOT submit your securities for payment more than 30 days in advance of the redemption date. When inquiring about this redemption, please have the Bond number available. Customer Service can be reached at 800-416-6212.

Under the provisions of the Jobs and Growth Tax Relief Reconciliation Act of 2003 (the "Act"), 24% will be withheld if a tax identification number is not properly certified. Bondholders who wish to avoid the application of these provisions should submit a completed IRS Form W-9 when presenting their Bonds.

This notice is given by order of the **City of Ankeny, Iowa** pursuant to the terms of the resolution authorizing the redemption of these Bonds, dated **March 7, 2022**.

By: UMB BANK, N.A., as Paying Agent

PASSED AND APPROVED this 7th day of March, 2022.

Mark E. Holm, Mayor

ATTEST:

Denise L. Hoy, City Clerk

??

ANKENY CITY COUNCIL

City Council Agenda

March 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: COUNCIL GOAL: ??

City Clerk

ACTION REQUESTED:

LEGAL:

SUBJECT:

- ***City Clerk Interviews with Council (Executive Session) - 3/8/22 @ 3:45 p.m.***
- ***Public Informational Meeting - FY2023 Budget - 3/10/22 @ 5:30 p.m.***
- ***Public Hearing - 2022 CIPP Lining Project - 3/21/22 @ 5:30 p.m.***
- ***Public Hearing - 2022 PCC Reconstruction Program - NW 5th St - 3/21/22 @ 5:30 p.m.***
- ***Public Hearing - 2022 PCC Street Patching Program - 3/21/22 @ 5:30 p.m.***
- ***Public Hearing - Resolution of Necessity - NE 36th St Reconstruction Project - 3/21/22 @ 5:30 p.m.***
- ***Public Hearing - Amendment of Current Budget for FY22 and Budget Estimate for FY23 - 3/21/22 @ 5:30 p.m.***
- ***Public Hearing - SRF Loan Application - 4/4/22 @ 5:30 p.m.***
- ***Public Hearing - 2022 SW Des Moines Street Parks - Phase 1 - 4/4/22 @ 5:30 p.m.***

EXECUTIVE SUMMARY:

FISCAL IMPACT: **??No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available