



ANKENY CITY COUNCIL

Regular Meeting

Monday, March 6, 2023

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, Todd Shafer, Kelly Stearns

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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=OEFocWZGS0NYUmtnVHNxcWZFak9Pd09>

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:	Michelle Yuska, City Clerk
PLEDGE OF ALLEGIANCE:	Mark Holm, Mayor

CEREMONY: none

A. PUBLIC FORUM:

1. Special Presentation: Catch Des Moines - Greg Edwards
2. Special Presentation: Sister Cities update - Eric Baker

B. APPROVAL OF AGENDA:

1. Approval of the March 6, 2023 Agenda

Action# B1-1. Consider motion to approve and accept the March 6, 2023 agenda, with/without amendment.

C. PUBLIC HEARING(S):

1. Postponed PH Proposed North Ankeny Boulevard and 18th Street Intersection Improvements

Action# C1-1. No action. This Public Hearing is cancelled and rescheduled for March 20, 2023.

2. PH 2023-16 Proposed request to vacate a water main easement located on Lots 1-4 of Park Sight Office Park at Prairie Trail Plat 4.

Action# C2-1. Consider motion to close Public Hearing 2023-16.

3. PH 2023-17 Proposed Oralabor Gateway Trail-SW State Street Underpass and SW Oralabor Road and SW State Street Intersection Improvements

Action# C3-1. Consider motion to close Public Hearing 2023-17.

4. PH 2023-18 Proposed Amendment No. 3 to the Amended and Restated 1991 Ankeny Economic Development Urban Renewal Plan

Action# C4-1. Consider motion to close Public Hearing 2023-18.

5. PH 2023-19 Proposed Maximum Property Tax Dollars for Fiscal Year July 1, 2023 - June 30, 2024

Action# C5-1. Consider motion to close Public Hearing 2023-19.

6. PH 2023-20 Proposed Issuance of Not to Exceed \$14,000,000 General Obligation Bonds

Action# C6-1. Consider motion to close Public Hearing 2023-20.

7. PH 2023-21 Proposed Issuance of Not to Exceed \$300,000 General Obligation Urban Renewal Bonds

Action# C7-1. Consider motion to close Public Hearing 2023-21.

8. PH 2023-22 Proposed Issuance of Not to Exceed \$700,000 General Obligation Bonds

Action# C8-1. Consider motion to close Public Hearing 2023-22.

9. PH 2023-23 Proposed Issuance of Not to Exceed \$700,000 General Obligation Bonds

Action# C9-1. Consider motion to close Public Hearing 2023-23.

10. PH 2023-24 Proposed Issuance of Not to Exceed \$13,000 Lease Agreements

Action# C10-1. Consider motion to close Public Hearing 2023-24.

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 20, 2023, 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 7, 2023.
- CA - 3** Receive and file minutes of the Zoning Board of Adjustment meeting of February 7, 2023.
- CA - 4** Receive and file minutes of the Library Board of Trustee meeting of January 19, 2023.
- CA - 5** Receive and file minutes of the Human Rights Commission meeting of November 17, 2022.
- CA - 6** Receive and file minutes of the Park Board meeting of January 30, 2023.

• **Licenses and Permits**

- CA - 7** Consider motion to approve the issuance of liquor license(s), beer / wine permit(s), and/or Automatic Renewal Program of class "E" retail alcohol licenses in the City of Ankeny.

• **Finance/Budget**

- CA - 8** Consider motion to approve Amendment No. 1 to the Professional Services Agreement increasing the contract amount by \$47,450.00 with McClure Engineering Company for construction engineering services on the SW State Street Reconstruction - Southbound Lanes project.
- CA - 9** Consider motion to approve Payment #32 in the amount of \$6,265.00 to Civil Design Advantage for engineering services on the NW 18th Street Extension - NW Weigel Drive to NW Spruce Drive project.
- CA - 10** Consider motion to approve Payment #10 in the amount of \$7,310.00 to Foth Infrastructure and Environment, LLC for engineering services on the North Four Mile Creek Trunk Sewer project.
- CA - 11** Consider motion to approve Payment #32 in the amount of \$16,063.73 to Foth Infrastructure and Environment, LLC for engineering services on the West First Street Widening and Improvements - Phase 1 project.
- CA - 12** Consider motion to approve Payment #22 in the amount of \$25,763.36 to FOX Strand, for engineering services on the Ankeny ASR project.

- CA - 13** Consider motion to approve Payment #24 in the amount of \$5,183.49 to Snyder & Associates, Inc., for engineering services on the HTT Transmission Main and Drainage Improvements project.
- CA - 14** Consider motion to approve Payment #25 in the amount of \$1,902.50 to Snyder & Associates, Inc., for engineering services on the N Ankeny Blvd Landscape Improvements project.
- CA - 15** Consider motion to approve Payment #19 in the amount of \$14,823.38 to Snyder & Associates, Inc., for engineering services on the NE Delaware Ave Recon - NE 5th St to NE 18th St project.
- CA - 16** Consider motion to approve Payment #27 in the amount of \$3,886.38 to Snyder & Associates, Inc., for engineering services on the NW 36th St Widening - NW Ash Dr to N Ankeny Blvd project.
- CA - 17** Consider motion to approve Payment #21 in the amount of \$3,918.13 to Snyder & Associates, Inc., for engineering services on the NW 36th St and NW State St Interim Improvements project.
- CA - 18** Consider motion to approve Payment #38 in the amount of \$2,907.37 to Snyder & Associates, Inc., for engineering services on the SE Crosswinds Drive - RISE project.
- CA - 19** Consider motion to approve Payment #28 in the amount of \$2,601.56 to Snyder & Associates, Inc., for engineering services on the SE Delaware Ave and SE 8th St Widening and Traffic Signalization project.
- CA - 20** Consider motion to approve Payment #1 in the amount of \$6,529.48 to Snyder & Associates, for engineering services on the SE Delaware Ave and SE 54th St Traffic Signal project.
- CA - 21** Consider motion to approve Payment #2 in the amount of \$13,685.25 to Snyder & Associates, for engineering services on the SE Oralabor Rd & SE Creekview Dr Traffic Signal Replacement project.
- CA - 22** Consider motion to approve the March 6, 2023 Accounts Payable. (Finance Committee: K. Stearns, Chp, B. Bentz, J. Perry)
- CA - 23** Consider motion to adopt **RESOLUTION** declaring an official intent under Treasury Regulation 1.150-2 to issue debt to reimburse the City for certain original expenditures paid in connection with specified projects.

- **Personnel Items**

- CA - 24** Consider motion to approve the position description for GIS Specialist.

- **Community Development Items**

- CA - 25** Consider motion to adopt **RESOLUTION** accepting final plat, warranty deed to streets, platted easements, water and sewer connection fees and acquisition plat for Grove Landing Plat 4.
- CA - 26** Consider motion to adopt **RESOLUTION** waiving approval of Weldon Plat 1 final plat.
- CA - 27** Consider motion to adopt **RESOLUTION** accepting a Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement, located on 1503 N Ankeny Boulevard; and associated with the development of U-Haul Phase 1 & 2 Site Plan.

- **Engineering Items**

- CA - 28** Consider motion to adopt **RESOLUTION** accepting a proposal from Shekar Engineering, P.L.C. in the amount of \$177,141.61 for the construction of the 2023 Pedestrian Ramp Improvements Program - Fountain View project.
- CA - 29** Consider motion to adopt **RESOLUTION** accepting a proposal from Concrete Connection, LLC in the amount of \$180,000.00 for the construction of the 2023 Pedestrian Ramp Improvements Program - Barclay project.
- CA - 30** Consider motion to receive and file the Fiber Optic Network Master Plan dated March 2023 as completed by Olsson.
- CA - 31** Consider motion to adopt **RESOLUTION** accepting maintenance bond for water main, sanitary sewer, and storm sewer in Grove Landing Plat 4.
- CA - 32** Consider motion to adopt **RESOLUTION** accepting maintenance bond for subgrade prep. in Grove Landing Plat 4.
- CA - 33** Consider motion to adopt **RESOLUTION** accepting maintenance bond for concrete paving in Grove Landing Plat 4.

- **Capital Improvement Projects**

- CA - 34** Consider motion to adopt **RESOLUTION** ratifying, confirming, and approving the change in dates for submission of bids and for public hearing on plans, specifications, form of contract and estimate of costs for the N. Ankeny Blvd and 18th Street Intersection Improvements. (date of bid opening: 3/14/23 @ 10:30 a.m./date of hrg: 3/20/23 @ 5:30 p.m.)
- CA - 35** Consider motion to adopt **RESOLUTION** ordering construction on the 2023 Asphalt Street Resurfacing Program - SW Ordinance Road project and fixing a date for hearing thereon and taking of bids therefor. (date of bid opening: 3/28/23 @ 10:30 A.M. / date of hrg: 4/3/23 @ 5:30 P.M.)

- **Administrative Items**

- CA - 36** Consider motion to adopt **RESOLUTION** authorizing the Ankeny Police Department to submit a Community Betterment Grant Application and accept funds if awarded.
- CA - 37** Consider motion to approve Contract for Services between the City of Ankeny and Group Creative Services for design for installation on the new NW Ankeny water tower.
- CA - 38** Consider motion to adopt **RESOLUTION** setting dates of a consultation and a public hearing on proposed Amendment No. 13 to the 1989 Ankeny Economic Development Urban Renewal Plan in the City of Ankeny, State of Iowa. (date of hrg: 4/3/23 @ 5:30 p.m.)

- **Approval of Consent Agenda Items**

1. Consent Agenda Items CA-1 through CA-38.

Action# E1-1. Consider motion to approve the recommendations for Consent Agenda Items CA-1 through CA-38.

F. SUPPLEMENTAL AND REMOVED CONSENT AGENDA ITEMS: none

G. RECESS - Mark Holm, Mayor

H. LEGISLATIVE BUSINESS:

- Approval of Ordinances:

1. Ord 2132 An Ordinance amending the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, by rezoning certain real estate owned by NGR Inc.

Action# H1-1. Consider motion to accept second consideration of ORDINANCE 2132.

2. Ord 2133 An Ordinance amending the code of ordinances of the City of Ankeny, Iowa, by amending provisions pertaining to general traffic regulations.

Action# H2-1. Consider motion to accept second consideration of ORDINANCE 2133.

3. Ord 2134 An Ordinance amending the code of ordinances of the City of Ankeny, Iowa, by amending provisions pertaining to Chapter 76 Bicycle Regulations.

Action# H3-1. Consider motion to accept second consideration of ORDINANCE 2134.

4. Ord 2135 An ordinance amending the code of ordinances of the City of Ankeny, Iowa, by amending provisions pertaining to multi-use recreational trails.

Action# H4-1. Consider motion to accept second consideration of ORDINANCE 2135.

5. Ord 2136 An Ordinance vacating a water main easement on Lots 1-4 of Park Sight Office Park at Prairie Trail Plat 4. (PH 2023-16).

Action# H5-1. Consider motion to accept first consideration of ORDINANCE 2136.

6. Ord 2137 An Ordinance amending Chapter 15 of the code of ordinances of the City of Ankeny, Iowa, by amending provisions pertaining to mayor appointments.

Action# H6-1. Consider motion to accept first consideration of ORDINANCE 2137.

7. Ord 2138 An Ordinance amending Chapter 31 of the code of ordinances of the City of Ankeny, Iowa, by amending provisions pertaining to human rights commission appointed.

Action# H7-1. Consider motion to accept first consideration of ORDINANCE 2138.

8. Ord 2139 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 2139.

9. Ord 2140 An Ordinance amending the Code of Ordinances of the City of Ankeny, Iowa, by amending provisions pertaining to stormwater management fees.

Action# H9-1. Consider motion to accept first consideration of ORDINANCE 2140.

I. OLD BUSINESS: none

J. NEW BUSINESS:

1. Proposed Oralabor Gateway Trail - SW State Street Underpass & SW Oralabor Road & SW State Street Intersection Improvements (PH 2023-17)

Action# J1-1. Consider motion to adopt 1) RESOLUTION adopting plans, specifications, form of contract and estimate of cost \$4,804,922.50; 2) receive and file report of bids received February 28, 2023; 3) adopt RESOLUTION making award of construction contract with Absolute Concrete Construction, Inc. in the amount of \$6,369,694.05; and 4) adopt RESOLUTION approving contract and bonds with Absolute Concrete Construction, Inc. in the amount of \$6,369,694.05.

2. Proposed Amendment No. 3 to the Amended and Restated 1991 City of Ankeny Urban Renewal Plan. (PH 2023-18)

Action# J2-1. Consider motion to receive and file the report from the consultation meeting held on February 15, 2023.

Action# J2-2. Consider motion to adopt RESOLUTION determining an area of the City to be an economic development area, and that the rehabilitation, conservation, redevelopment, development, or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of the City; designating such area as appropriate for urban renewal projects; and adopting Amendment No. 3 to the Amended and Restated 1991 City of Ankeny Urban Renewal Plan.

3. Proposed 2023 Municipal Space Needs Study
Architectural Services Agreement with OPN Architects, Inc.

Action# J3-1. Consider motion to approve an Architectural Services Agreement with OPN Architects, Inc., for architectural services for the 2023 Municipal Space Needs Study in an amount not to exceed \$67,200.00 and authorize the Mayor to execute said agreement.

4. Proposed NW State Street Extension Preliminary Design
Professional Services Agreement with Foth Infrastructure and Environment, LLC. (Foth)

Action# J4-1.

Consider motion to approve the Professional Services Agreement with Foth Infrastructure and Environment, LLC., for the preliminary design engineering services for the NW State Street Extension Preliminary Design in an amount not to exceed \$473,400.00 and the Mayor to execute said agreement.

5. Proposed NW 36th Street and NW Weigel Drive Asphalt Resurfacing
Professional Services Agreement with Civil Design Advantage

Action# J5-1. Consider motion to approve the Professional Services Agreement with Civil Design Advantage for the design engineering and bidding phase services on the NW 36th Street and NW Weigel Drive Asphalt Resurfacing project in an amount not to exceed \$218,864.00 and authorize the Mayor to execute said agreement.

6. Proposed Fire Station No. 4 Project
Professional Services Agreement with SVPA Architects, Inc.

Action# J6-1. Consider motion to approve a Professional Services Agreement with SVPA Architects, Inc. for design and engineering, bid, and construction phase services associated with the Fire Station No. 4 project in an amount not to exceed \$348,400 and authorize the Mayor to execute said Agreement.

7. Proposed Maximum Property Tax Dollars for Fiscal Year July 1, 2023 - June 30, 2024 (PH 2023-19)

Action# J7-1. Consider motion to adopt RESOLUTION approving the maximum property tax dollars for Fiscal Year July 1, 2023 - June 30, 2024.

8. Proposed Amendment of Current City Budget for Fiscal Year July 1, 2022 - June 30, 2023
Set Public Hearing Date

Action# J8-1. Consider motion to set a public hearing on an Amendment of Current City Budget for Fiscal Year July 1, 2022 - June 30, 2023 and direct City Clerk to publish notice of such hearing (date of hrg: 3/20/23 @ 5:30 p.m.).

9. Proposed Issuance of Not to Exceed \$14,000,000 General Obligation Bonds (PH 2023-20)

Action# J9-1. Consider motion to adopt RESOLUTION instituting proceedings to take additional action for the issuance of not to exceed \$14,000,000 General Obligation Bonds (ECP).

10. Proposed Issuance of Not to Exceed \$300,000 General Obligation Urban Renewal Bonds (PH 2023-21)

Action# J10-1. Consider motion to adopt RESOLUTION instituting proceedings to take additional action for the issuance of not to exceed \$300,000 General Obligation Urban Renewal Bonds (UR).

11. Proposed Issuance of Not to Exceed \$700,000 General Obligation Bonds (PH 2023-22)

Action# J11-1. Consider motion to adopt RESOLUTION instituting proceedings to take additional action for the issuance of not to exceed \$700,000 General Obligation Bonds (GCP-1).

12. Proposed Issuance of Not to Exceed \$700,000 General Obligation Bonds (PH 2023-23)

Action# J12-1. Consider motion to adopt RESOLUTION instituting proceedings to take additional action for the issuance of not to exceed \$700,000 General Obligation Bonds (GCP-2).

13. Proposed Issuance of Not to Exceed \$13,000 Lease Agreements (PH 2023-24)

Action# J13-1. Consider motion to adopt RESOLUTION instituting proceedings to take additional action for the authorization and issuance of lease agreements payable from the general fund in the aggregate principal amount of \$13,000 for personal property for use by the City.

Action# J13-2. Consider motion to adopt RESOLUTION authorizing action for lease

agreements payable from the general fund in the aggregate principal amount of \$13,000 for personal property for use by the City.

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 Shafer
Council Member Stearns

- **Future Council Agenda Items:**

- ***Public Information Meeting - FY 2024 Budget - 3/9/23 @ 5:30 p.m.***
- ***Public Hearing - North Four Mile Creek Trunk Sewer - 3/20/23 @ 5:30 p.m.***
- ***Public Hearing - N Ankeny Blvd & 18th St Intersection Improvements - 3/20/23 @ 5:30 p.m.***
- ***Public Hearing - Amend Current City Budget for fiscal year July 1, 2022 - June 30, 2023 - 3/20/23 @ 5:30 p.m.***
- ***Public Hearing - 2023 Asphalt Street Resurfacing Program - SW Ordinance Road - 4/3/23 @ 5:30 p.m.***
- ***Public Hearing - Amendment No. 13 - 1989 AED URP - 4/3/23 @ 5:30 p.m.***

L. **ADJOURNMENT**

1. Adjournment



ANKENY CITY COUNCIL

City Council Agenda

March 6, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns

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ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

<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

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



ANKENY CITY COUNCIL

City Council Agenda

March 6, 2023

5 : 30 PM

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns



ORIGINATING DEPARTMENT:

City Clerk

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

CALL TO ORDER:	Mark Holm, Mayor
ROLL CALL:	Michelle Yuska, City Clerk
PLEDGE OF ALLEGIANCE:	Mark Holm, Mayor

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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No Attachments Available



ANKENY CITY COUNCIL

City Council Agenda

March 6, 2023

5 : 30 PM

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns

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ORIGINATING DEPARTMENT:

City Clerk

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

Special Presentation: Catch Des Moines - Greg Edwards

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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No Attachments Available



ANKENY CITY COUNCIL

City Council Agenda

March 6, 2023

5 : 30 PM

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns

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ORIGINATING DEPARTMENT:

City Clerk

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

Special Presentation: Sister Cities update - Eric Baker

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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No Attachments Available



ANKENY CITY COUNCIL

City Council Agenda

March 6, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns



ORIGINATING DEPARTMENT:

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

Approval of the March 6, 2023 Agenda

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to approve and accept the March 6, 2023 agenda, with/without amendment.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available



ANKENY CITY COUNCIL

City Council Agenda

March 6, 2023

5 : 30 PM

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns

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ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Public Hearing

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Postponed PH: Proposed North Ankeny Boulevard and 18th Street Intersection Improvements

EXECUTIVE SUMMARY:

The project will realign the northbound and southbound medians in US 69/ N Ankeny Boulevard to provide better sightlines for left-turning drivers to see on-coming traffic. The median curb will be repaired and new landscaping areas prepared. On each corner of the intersection, pedestrian pushbuttons and ramps will be reconstructed to meet the standards of the Americans with Disabilities Act (ADA), and the traffic signal will be upgraded to modern and low-voltage equipment. Other associated improvements include textured and colored concrete, raised median beds, irrigation conduit, pavement markings, traffic signal modifications, traffic control, minimal earthwork, pavement removals, and site restoration.

The City of Ankeny will furnish the ATC 48VDC traffic signal cabinet with controller, conflict monitor, and accessories, and LED 48VDC signal modules for installation by the Contractor.

Schedule for the proceedings:

1.Set Date for Bid Opening and Public Hearing: February 6, 2023.

2. Postpone Public Hearing: March 6, 2023.

3. Post revised Notice to Bidders and Notice of Public Hearing: February 22, 2023

4. Publish revised Notice to Bidders and Notice of Public of Hearing: March 3, 2023

5. Bid Opening (10:30 A.M., Public Services Building): March 14, 2023

6. Public Hearing and Contract Award: March 20, 2023

(Hold Public Hearing on the plans, specifications, form of contract, and estimated total cost; review bids, award contract, and approve contract and bonds.)

FISCAL IMPACT: No

This project is included in the City's current Capital Improvement Program with construction scheduled for 2023. Partial reimbursement funding has been approved by Iowa Department of Transportation's Urban-State Traffic Engineering Program (U-STEP).

CITY MANAGER'S RECOMMENDATIONS:

Cancel the March 6th public hearing and reschedule the public hearing for March 20, 2023 due to an issue with the timing of posting the Notice to Bidders with Master Builders and the Iowa League of Cities.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: No action. This Public Hearing is cancelled and rescheduled for March 20, 2023.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download

 [PH Coversheet](#)



PUBLIC HEARING

5:30 P.M.

MARCH 6, 2023

**PROPOSED N. ANKENY BLVD & 18TH STREET INTERSECTION
IMPROVEMENTS**

Mayor:

This Public Hearing is cancelled and rescheduled for March 20, 2023.



ANKENY CITY COUNCIL

City Council Agenda

March 6, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns

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ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Enhance Quality of Life

ACTION REQUESTED:
Public Hearing

LEGAL:

SUBJECT:

PH 2023-16: Proposed request to vacate a water main easement located on Lots 1-4 of Park Sight Office Park at Prairie Trail Plat 4.

EXECUTIVE SUMMARY:

DRA Properties is proposing to vacate part of an existing water main easement across property currently owned by them and a portion of a lot owned by Veridian Credit Union. Water main has not yet been installed in this easement. A new easement location has been proposed and construction drawings submitted for the new water main location. Engineering staff has reviewed this request and is in support of this vacation request.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Approve the request to vacate the water main easement.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

Legal publication and notification

ACTION REQUESTED:

Action: Consider motion to close Public Hearing 2023-16.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 PH Coversheet
 Ordinance
 Exhibit A (Lot 1)
 Exhibit B (Lots 2-4)
 Applicant Letter



PUBLIC HEARING 2023-16

5:30 P.M.

MARCH 6, 2023

**PROPOSED VACATION OF A PUBLIC WATER MAIN EASEMENT ASSOCIATED WITH
PARK SIGHT OFFICE PARK AT PRAIRIE TRAIL PLAT 4 LOTS 1, 2, 3 AND 4**

Mayor:

This is the time and place for a public hearing on the matter of the proposed Ordinance 2136 vacating a public water main easement associated with Park Sight Office Park at Prairie Trail Plat 4 Lots 1, 2, 3 and 4.

Notice of this hearing was published in the Des Moines Register on the 24th day of February, 2023.

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 Don Clark, Municipal Utilities Director, 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 2023-16.

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

ORDINANCE XXXX

**AN ORDINANCE VACATING AN PUBLIC WATER MAIN EASEMENT ASSOCIATED WITH
PARK SIGHT OFFICE PARK AT PRAIRIE TRAIL PLAT 4 LOTS 1, 2, 3, AND 4**

WHEREAS, pursuant to notice published in the manner required by law, on the 6th day of March, 2023, this Council held a public hearing on a proposal to vacate a portions of public water main easements as shown on the attached Exhibit “A” and Exhibit “B”;

WHEREAS, this Council finds that all public purpose served by this easement is no longer necessary; and

WHEREAS, this 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 portion of said easement as shown on the two attached exhibits
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 as required by law.

PASSED AND APPROVED this 3rd day of April 2023.

Mark E. Holm, Mayor

Attest:

Michelle Yuska, City Clerk

**PUBLISHED IN THE
DES MOINES REGISTER
ON THE ____ DAY OF _____, 2023**

**1st Con 03/06/23 (P.Hrg.)
2nd Con 03/20/23
3rd Con 04/03/23**

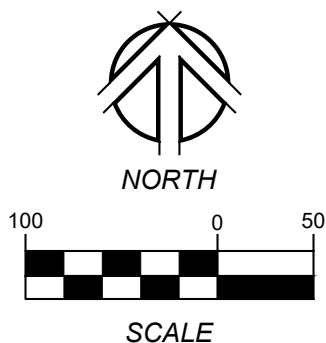
PROPRIETOR

Veridian Credit Union
1827 Ansborough Avenue
Waterloo, Iowa 50701-3629

REQUESTED BY

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

EXHIBIT "A"



LEGEND

P.O.B.	Point of Beginning
	Subject easement area
	Existing boundary line
	Existing easement line

SUBJECT EASEMENT TO BE VACATED

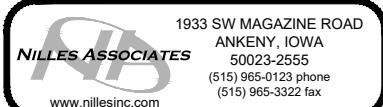
Parts of existing water main easements over Lot 1, PARK SIGHT OFFICE PARK AT PRAIRIE TRAIL PLAT 4, an official plat, located in the City of Ankeny, Polk County, Iowa, as shown on the Public Water Main Easements recorded in Book 16663, Page 573 and Book 17718 Page 226.

DESCRIPTION OF EASEMENT VACATION AREA

That part of Lot 1, PARK SIGHT OFFICE PARK AT PRAIRIE TRAIL PLAT 4, an official plat, located in the City of Ankeny, Polk County, Iowa, more particularly described as the following:

Commencing at the northwest corner of said Lot 2; thence South 85 degrees 32 minutes 47 seconds East, a distance of 213.08 feet; to the Point of Beginning; thence North 07 degrees 06 minutes 46 seconds East, a distance of 2.56 feet; thence North 49 degrees 49 minutes 16 seconds East, a distance of 44.25 feet; thence South 85 degrees 10 minutes 44 seconds East, a distance of 89.71 feet; thence South 04 degrees 49 minutes 16 seconds West, a distance of 15.00 feet; thence North 85 degrees 10 minutes 44 seconds West, a distance of 83.49 feet; thence South 49 degrees 49 minutes 16 seconds West, a distance of 26.49 feet; thence North 85 degrees 32 minutes 47 seconds West, a distance of 18.88 feet, to the Point of Beginning.

Containing 0.043 acres (1,853 square feet) more or less.



PROJECT:

WATER MAIN EASEMENT

LOCATION:

PARK SIGHT OFFICE PARK AT PRAIRIE TRAIL PLAT 4

NAI No.:

23003

DRAWN BY:

TJH

DWG No.:

1/2

DATE:

01/30/23

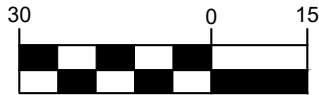
CHECKED BY:

ADS

SHEET TITLE:

VVCTE-1

EXHIBIT "A"



SCALE

LOT 1
PARK SIGHT OFFICE PARK
AT PRAIRIE TRAIL
PLAT 4

EXISTING 15' WATER
MAIN EASEMENT
(BOOK 17718 PAGE 226)

EXISTING 15' WATER
MAIN EASEMENT
(BOOK 16663 PAGE 573)

213.08'
S85°32'47"E

P.O.B.

SW CORNER OF LOT 1
PARK SIGHT OFFICE PARK
AT PRAIRIE TRAIL PLAT 4

N07°06'46"E
2.56'

N49°49'16"E
44.25'

18.88'
N85°32'47"W

26.49'
S49°49'16"W

S85°10'44"E 89.71'

1,853 Sq. Ft.
0.043 Acres

N85°10'44"W 83.49'

15.00'
S04°49'16"W

EAST LINE
OF LOT 1

SOUTH LINE
OF LOT 1

LOT 2
PARK SIGHT OFFICE PARK
AT PRAIRIE TRAIL
PLAT 4



1933 SW MAGAZINE ROAD
ANKENY, IOWA
50023-2555
(515) 965-0123 phone
(515) 965-3322 fax

PROJECT:
WATER MAIN EASEMENT VACATION

LOCATION:
PARK SIGHT OFFICE PARK AT PRAIRIE TRAIL PLAT 4

NAI No.:
23003

DRAWN BY:
TJH

DWG No.:
2/2

DATE:
01/30/23

CHECKED BY:
ADS

SHEET TITLE:
VVCTE-2

PROPRIETOR

City of Ankeny
City Hall
410 West First Street
Ankeny, Iowa 50023
Phone: (515) 965-6400

EXHIBIT "B"



NORTH



SCALE

REQUESTED BY

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

LEGEND

P.O.B.	Point of Beginning
	Subject easement area
	Existing boundary line
	Existing easement line

SUBJECT EASEMENT TO BE VACATED

Parts of existing water main easements over Lots 2, 3 and 4, PARK SIGHT OFFICE PARK AT PRAIRIE TRAIL PLAT 4, an official plat, located in the City of Ankeny, Polk County, Iowa, as shown on the Public Water Main Easement recorded in Book 14744, Page 708 and Book 17718 Page 226.

DESCRIPTION OF EASEMENT VACATION AREA

Those parts of Lots 2, 3 and 4, PARK SIGHT OFFICE PARK AT PRAIRIE TRAIL PLAT 4, an official plat, located in the City of Ankeny, Polk County, Iowa, more particularly described as the following:

Commencing at the northwest corner of said Lot 2; thence South 85 degrees 32 minutes 47 seconds East, a distance of 213.08 feet; to the Point of Beginning; thence South 85 degrees 32 minutes 47 seconds East, a distance of 18.88 feet; thence South 49 degrees 49 minutes 16 seconds West, a distance of 5.69 feet; thence South 07 degrees 06 minutes 46 seconds West, a distance of 223.58 feet; thence South 04 degrees 08 minutes 14 seconds East, a distance of 410.19 feet; thence South 14 degrees 27 minutes 35 seconds East, a distance of 49.14 feet; thence South 75 degrees 32 minutes 25 seconds West, a distance of 15.00 feet; thence North 14 degrees 27 minutes 35 seconds West, a distance of 50.50 feet; thence North 04 degrees 08 minutes 14 seconds West, a distance of 413.03 feet; thence North 07 degrees 06 minutes 46 seconds East, a distance of 228.36 feet, to the Point of Beginning.

Containing 0.238 acres (10,348 square feet) more or less.



1933 SW MAGAZINE ROAD
ANKENY, IOWA
50023-2555
(515) 965-0123 phone
(515) 965-3322 fax

PROJECT:

WATER MAIN EASEMENT VACATION

LOCATION:

PARK SIGHT OFFICE PARK AT PRAIRIE TRAIL PLAT 4

NAI No.:

23003

DRAWN BY:

TJH

DWG No.:

1/2

DATE:

01/30/23

CHECKED BY:

ADS

SHEET TITLE:

VCT-1

EXHIBIT "B"

SW STATE STREET

NW CORNER OF LOT 2
PARK SIGHT OFFICE PARK
AT PRAIRIE TRAIL PLAT 4

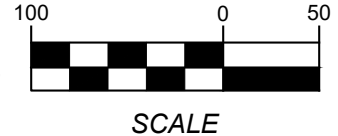
LOT 1
PARK SIGHT
OFFICE PARK AT
PRAIRIE TRAIL
PLAT 4

NORTH LINE
OF LOT 2
S85°32'47"E 213.08'

P.O.B.

S85°32'47"E
18.88'

LOT 1
PARK SIGHT
OFFICE
PARK AT
PRAIRIE
TRAIL
PLAT 3



LOT 2
PARK SIGHT
OFFICE PARK AT
PRAIRIE TRAIL
PLAT 4

EXISTING 15' WATER
MAIN EASEMENT
(BOOK 17718 PAGE 226)

N07°06'46"E 228.36'

S49°49'16"W
5.69'

S07°06'46"W 223.58'

LOT 3
PARK SIGHT
OFFICE PARK AT
PRAIRIE TRAIL
PLAT 4

10,348 Sq. Ft.
0.238 Acres

OUTLOT "X"
PARK SIGHT
OFFICE PARK AT
PRAIRIE TRAIL
PLAT 4

LOT 4
PARK SIGHT
OFFICE PARK AT
PRAIRIE TRAIL
PLAT 4

EXISTING 15' WATER MAIN EASEMENT
(BOOK 14744 PAGE 708)

EXISTING 15' WATER
MAIN EASEMENT
(BOOK 17718 PAGE 226)

N04°08'14"W 413.03'

S04°08'14"E 410.19'

EXISTING 15' WATER
MAIN EASEMENT
(BOOK 14744 PAGE 708)

N14°27'35"W
50.50'

S14°27'35"E
49.14'

15.00'

S75°32'25"W

EXISTING 15' WATER
MAIN EASEMENT
(BOOK 14744 PAGE 708)

LOT 1

PARK SIGHT OFFICE PARK AT PRAIRIE TRAIL PLAT 1

OUTLOT X
PARK SIGHT
OFFICE PARK
AT
PRAIRIE TRAIL
PLAT 1



1933 SW MAGAZINE ROAD
ANKENY, IOWA
50023-2555
(515) 965-0123 phone
(515) 965-3322 fax

PROJECT:
WATER MAIN EASEMENT VACATION
LOCATION:
PARK SIGHT OFFICE PARK AT PRAIRIE TRAIL PLAT 4

NAI No.: 23003	DRAWN BY: TJH	DWG No.: 2/2
DATE: 01/30/23	CHECKED BY: ADS	SHEET TITLE: VCT-2



February 3, 2023

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

RE: Lots 2, 3 and 4, Park Sight Office Park At Prairie Trail Plat 4 Public Water Main Easement Vacation Approval Letter

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

On behalf of DRA Properties and Veridian Credit Union, we are applying for the City of Ankeny to vacate a portion of Public Water Main Easement located in a 10-foot-wide strip of ground across Lots 2, 3 and 4, PARK SIGHT OFFICE PARK AT PRAIRIE TRAIL PLAT 4.

The area as shown on Exhibit "A" is currently vacant of any water main facilities. The intent is to install new public water main farther east, adjacent to the west side of the existing sanitary sewer easement. This will create more buildable areas for future development and make the lots more desirable for future development.

We are currently preparing construction drawings and a new public water main easement the proposed public water main.

We respectfully request the City's review and approval of this right-of-way 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,

A handwritten signature in blue ink that reads "Adam Schoeppner".

Adam Schoeppner, PLS
NILLES ASSOCIATES, INC.



ANKENY CITY COUNCIL

City Council Agenda

March 6, 2023

5 : 30 PM

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Public Hearing

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

PH 2023-17:

Proposed Oralabor Gateway Trail-SW State Street Underpass and SW Oralabor Road and SW State Street Intersection Improvements

EXECUTIVE SUMMARY:

The Oralabor Gateway Trail – SW State Street Underpass and SW Oralabor Road and SW State Street Intersection Improvements project includes the construction of a reinforced concrete box (RCB) culvert pedestrian underpass for the Oralabor Gateway Trail under SW State Street and the widening of the SW Oralabor Road and SW State Street intersection to provide dual left turn lanes, 2 thru lanes, and a right turn lane on all legs. A new traffic signal will also be installed at the intersection.

A portion of this project is being funded with Federal-aid STBG-TAP and ICAAP funds; therefore, the project was bid through the Iowa Department of Transportation (DOT). The bid opening for the project was held by the Iowa DOT on Tuesday, February, 21, 2023. Three (3) bids were received as follows:

1. Absolute Concrete Construction, Inc. \$6,369,694.05

2. Jenco Construction, Inc. \$7,204,296.62
3. Jasper Construction, Inc. \$7,257,742.14

The engineer's cost opinion for the project was \$4,804,922.50. The bids ranged from approximately 33% above to 51% above the engineer's cost opinion. The City reviewed the bid results internally, with the project's engineering consultant, and with the Iowa DOT. Absolute Concrete Construction, Inc. has previously completed projects of similar nature for the City, and they have the technical experience to undertake this project. It is recommended that the project be awarded to Absolute Concrete Construction, Inc. of Slater, Iowa.

Pending project approval and award by the City Council, the contractor will have ninety (90) working days to complete the 2023 construction and one hundred thirty (130) working days to complete the 2024 construction. The Notice to Proceed is expected to be issued in spring 2023.

FISCAL IMPACT: Yes

This project is included in the City's current Capital Improvement Program with construction scheduled for 2023 and 2024. The project's construction will be paid for in part by Federal-aid Surface Transportation Block Grant Transportation Alternative Program (STBG-TAP) funding, Iowa's Clean Air Attainment Program (ICAAP) funding, Iowa DOT Urban-State Traffic Engineering (U-STEP) funding, and Iowa DOT Resurfacing, Restoration, and Rehabilitation (3R) funding.

CITY MANAGER'S RECOMMENDATIONS:

1. Hold a hearing on the proposed Contract Documents (plans, specifications, and form of contract), and estimated cost (\$4,804,922.50).
2. Approve Resolution, adopting said plans, specifications, form of contract, and estimated cost for the Oralabor Gateway Trail-SW State Street Underpass and SW Oralabor Road and SW State Street Intersection Improvements project.
3. Receive and file the report of bids received on February 21, 2023 from the Iowa Department of Transportation (DOT).
4. Approve Resolution making award of construction contract to Absolute Concrete Construction, Inc. of Slater, Iowa.
5. Approve Resolution approving contract and bonds with Absolute Concrete Construction, Inc. in the amount of \$6,369,694.05.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

March 7, 2022: The agreement with the Iowa DOT to facilitate the STBG-TAP funding for this project through the Surface Transportation Block Grant (STBG) Program in the amount of \$1,050,000 was approved by City Council.

March 7, 2022: The agreement with the Iowa DOT to facilitate the State funding for this project through the Iowa's Clean Air Attainment Program (ICAAP) in the amount of \$529,161 was approved by City Council.

July 5, 2022: The City Council adopted a Resolution setting the Public Hearing date as August 1, 2022 in accordance with the Notice of Intent to Commence a Public Improvement Project and to Acquire Property

Interests which was published in the Des Moines Register on July 15, 2022.

August 1, 2022: The City Council held a Public Hearing and approved a Resolution authorizing the acquisition of property and property interests for the project.

September 19, 2022: Two agreements with the Iowa DOT to facilitate the State funding for this project through the Urban-State Traffic Engineering Program (U-STEP) in the amount of \$200,000 each were approved by City Council.

November 21, 2022: The agreement with the Iowa DOT to facilitate the State funding for this project through the Resurfacing, Restoration, or Rehabilitation (3R) in the amount of \$775,000 was approved by City Council.

February 6, 2023: The City Council approved a Resolution ordering construction and setting the public hearing date as March 6, 2023 in accordance with the Notice of Public Hearing which was published in the Des Moines Register on February 17, 2023.

PUBLIC OUTREACH EFFORTS:

June 10, 2022: Property owners were notified of the upcoming Project Information Meeting that was held on June 21, 2022.

June 30, 2022: Property owners were notified of the need to acquire property for the proposed public improvement project.

Public notifications will be provided before and during the construction phase to directly affected property owners, adjacent stakeholders within the project limits, and the general public.

ACTION REQUESTED:

Action: Consider motion to close Public Hearing 2023-17.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download

 [PH Coversheet](#)

 [RES - plans, specs](#)

 [RES - making award](#)

 [RES - approving contract](#)

 [Location map](#)



PUBLIC HEARING 2023-17

5:30 P.M.

MARCH 6, 2023

**PROPOSED ORALABOR GATEWAY TRAIL – SW STATE STREET UNDERPASS
& SW ORALABOR ROAD & SW STATE STREET INTERSECTION IMPROVEMENTS**

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 Oralabor Gateway Trail – SW State Street Underpass and SW Oralabor Road and SW State Street Intersection Improvements. Notice of this hearing was published in the Des Moines Register on the 17th day of February, 2023.

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 2023-17.

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 ORALABOR GATEWAY TRAIL - SW STATE STREET UNDERPASS AND SW ORALABOR ROAD AND SW STATE STREET INTERSECTION IMPROVEMENTS", 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 ORALABOR GATEWAY TRAIL - SW STATE STREET UNDERPASS AND SW ORALABOR ROAD AND SW STATE STREET INTERSECTION IMPROVEMENTS

WHEREAS, on the 6th day of February, 2023, 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 Oralabor Gateway Trail - SW State Street Underpass and SW Oralabor Road and SW State Street Intersection Improvements; 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 6th day of March, 2023.

Mayor

ATTEST:

City Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE ORALABOR GATEWAY TRAIL - SW STATE STREET UNDERPASS AND SW ORALABOR ROAD AND SW STATE STREET INTERSECTION IMPROVEMENTS", 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 _____, 2023, 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 ORALABOR GATEWAY TRAIL - SW
STATE STREET UNDERPASS AND SW ORALABOR ROAD
AND SW STATE STREET INTERSECTION IMPROVEMENTS

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 Oralabor Gateway Trail - SW State Street Underpass and SW Oralabor Road and SW State Street Intersection Improvements, described in the plans and specifications heretofore adopted by this Council on March 6, 2023, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

Contractor:	Absolute Concrete Construction, Inc.	of	Slater, Iowa
Amount of bid:	\$6,369,694.05		
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 6th day of March, 2023.

Mayor

ATTEST:

City Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND FOR THE ORALABOR GATEWAY TRAIL - SW STATE STREET UNDERPASS AND SW ORALABOR ROAD AND SW STATE STREET INTERSECTION IMPROVEMENTS", 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 ORALABOR GATEWAY TRAIL - SW
STATE STREET UNDERPASS AND SW ORALABOR ROAD
AND SW STATE STREET INTERSECTION IMPROVEMENTS**

**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 Oralabor Gateway Trail - SW State Street Underpass and SW Oralabor Road and SW State Street Intersection Improvements, 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:

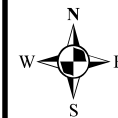
Contractor:	<u>Absolute Concrete Construction, Inc.</u>	of	<u>Slater, Iowa</u>
Amount of bid:	<u>\$6,369,694.05</u>		
Bond surety:	_____		
Date of bond:	_____		
Portion of project:	<u>All construction work</u>		

PASSED AND APPROVED this 6th day of March, 2023.

Mayor

ATTEST:

City Clerk





ANKENY CITY COUNCIL

City Council Agenda

March 6, 2023

5 : 30 PM

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns

 [Print](#)

ORIGINATING DEPARTMENT:

Economic Development

COUNCIL GOAL:

Ensure Economic Vitality

ACTION REQUESTED:

Public Hearing

LEGAL:

No Review Required

SUBJECT:

PH 2023-18: Proposed Amendment No. 3 to the Amended and Restated 1991 Ankeny Economic Development Urban Renewal Plan

EXECUTIVE SUMMARY:

Proposed Amendment No. 3 to the 1991 Amended and Restated City of Ankeny Urban Renewal Plan, which was last amended in 2021, includes the following updates:

- The addition of parking, sidewalk and streetscape improvements on SW Walnut Street between SW 3rd Street and SW Railroad Drive, on SW Cherry Street between SW 3rd Street and SW 5th Street and new diagonal stalls on SW 3rd Street, west of SW Pleasant Street.

The amendment adds no new land to the urban renewal area and has no effect on the duration of the plan or the area.

FISCAL IMPACT: **No**

There is no fiscal impact with the adoption of this plan. Projects included in this plan are approved separately by the City Council.

CITY MANAGER'S RECOMMENDATIONS:

To approve the updates to the plan as presented.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

This urban renewal area was last amended in 2021.

PUBLIC OUTREACH EFFORTS:

A consultation meeting with all affected taxing entities was held on February 15, 2023. No one attended the meeting and no written comments were received. A report from that meeting is attached.

ACTION REQUESTED:

Action: Consider motion to close Public Hearing 2023-18.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 PH Coversheet
 1991 URA Amend No. 3
 1991 URA Amend No. 3 Consult mtg notes
 1991 Amend. No. 3 Final Reso



PUBLIC HEARING 2023-18

5:30 P.M.

MARCH 6, 2023

**PROPOSED AMENDMENT NO. 3 TO THE AMENDED AND RESTATED 1991 CITY
OF ANKENY URBAN RENEWAL PLAN**

Mayor:

This is the time and place for a public hearing on the matter of the adoption of the proposed Amendment No. 3 to the Amended and Restated 1991 City of Ankeny Urban Renewal Plan.

Notice of this hearing was published in the Des Moines Register on the 17th day of February, 2023.

Mayor:

“Has any written correspondence been received regarding this Amendment No. 3 to the Amended and Restated Plan”?

City Clerk:

None in the clerk’s office.

Mayor:

I would like to request from Derek Lord, Economic Development Director, acting as the designated representative for the City of Ankeny with respect to the consultation meeting held with the affected taxing entities to discuss the proposed Amendment No. 3 to the Amended and Restated Plan. A consultation meeting was held on February 15 @ 10:00 a.m., in the City Hall.

After Report:

Mayor:

“Because this is a Public Hearing those wishing to be heard for or against this item, 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 2023-18.

“Further consideration and action will take place on this item under “New Business”, Agenda Item “J”, later in this meeting.

AMENDMENT NO. 3

to the

AMENDED AND RESTATED
1991 CITY OF ANKENY
URBAN RENEWAL PLAN

for

1991 URBAN RENEWAL AREA

CITY OF ANKENY, IOWA

Original Plan – December 1991

Amended and Restated Plan – March 2018

Amendment No. 1 to the Amended and Restated Plan – March 2019

Amendment No. 2 to the Amended and Restated Plan – October 2021

Amendment No. 3 to the Amended and Restated Plan – March 2023

**AMENDMENT NO. 3
TO THE
AMENDED AND RESTATED 1991 CITY OF ANKENY URBAN RENEWAL PLAN
FOR THE
1991 URBAN RENEWAL AREA**

CITY OF ANKENY, IOWA

INTRODUCTION AND HISTORY

The City of Ankeny, Iowa (the “City”) adopted the 1991 City of Ankeny Urban Renewal Plan for the 1991 Urban Renewal Area (the “Urban Renewal Area” or “Area”) in 1991. In 2018, the City adopted the Amended and Restated 1991 City of Ankeny Urban Renewal Plan (the “Amended and Restated Plan” or “Plan”) for the Urban Renewal Area. The Amended and Restated Plan previously has been amended in 2019 and in 2021.

The Amended and Restated Plan is being amended with the adoption of this Amendment No. 3 to the Amended and Restated 1991 City of Ankeny Urban Renewal Plan (“Amendment No. 3” or “Amendment”), in order to add and/or confirm proposed urban renewal projects for the Area. This Amendment adds no new land to the Area and has no effect on the duration of the Plan or the Area.

Except as modified by this Amendment, the provisions of the Plan are hereby ratified, confirmed, and approved and shall remain in full force and effect as provided herein. In case of any conflict or uncertainty, the terms of this Amendment shall control. Any subsections in the Plan not mentioned in this Amendment shall continue to apply to the Plan.

DEVELOPMENT PLAN

The City has a general plan for the physical development of the City as a whole, outlined in The Ankeny 2040 Plan, adopted April 2, 2018 and updated January 17, 2023. The Plan and this Amendment, including the urban renewal projects identified herein, are in conformity with The Ankeny 2040 Plan.

The Plan, as amended, does not in any way replace the City’s current land use planning or zoning regulation process.

Any urban renewal projects related to the need for improved traffic, public transportation, public utilities, recreational and community facilities, or other public improvements within the Urban Renewal Area are set forth in the Plan and this Amendment. As the Area continues to develop, the need for public infrastructure extensions and upgrades will be evaluated and planned for by the City.

PREVIOUSLY APPROVED URBAN RENEWAL PROJECTS

Numerous urban renewal projects were authorized prior to the date of this Amendment and are continuing. Such projects are not listed in this Amendment but consist of a variety of urban renewal projects described in the Amended and Restated Plan.

ELIGIBLE URBAN RENEWAL PROJECTS **(Amendment No. 3)**

Although certain project activities may occur over a period of years, the eligible urban renewal projects under this Amendment include:

1. Public Improvements:

Project	Estimated Project Date	Estimated Cost	Rationale
Street and sidewalk construction to add parking stalls on SW Cherry, south of SW 3 rd Street to SW 5 th Street, SW Walnut Street, south of SW 3 rd Street to SW Railroad Drive and new diagonal stalls on SW 3 rd Street, west of SW Pleasant Street. Improvements to include roadway and streetscape enhancements – including street parking, landscaping, lighting, and sidewalk improvements.	2023 - 2025	\$950,000 – \$1,900,000	Adding public parking will promote commercial redevelopment
TOTAL		\$950,000 - \$1,900,000	

2. Future Development Agreements: The City expects to consider requests for development agreements for projects that are consistent with this Plan, in the City's sole discretion. Such agreements are unknown at this time, but based on past history, and dependent on development opportunities and climate, the City expects to consider a broad range of incentives as authorized by this Plan, including but not limited to land, loans, grants, tax rebates, infrastructure assistance and other incentives. The City Council has in the past generally considered incentives such as property tax rebates ranging from 50% to 100% of the property tax increment generated from the increased assessed valuation by the construction of the eligible project. However, the City has discretion to change the use of incentives at any time without notice, depending on the facts and circumstances. Certain tax levies are not included as part of the property tax increment rebates, such as debt service levies, certain school levies, and other levies as may be determined by the legislature. The City's use of property tax increment rebates as an incentive for a project is also impacted by a project's use of or eligibility for tax abatement or other incentives. With this

Amendment, the City has estimated the total costs to be funded or reimbursed from tax increment for all types of incentives described above to be awarded after the adoption of this Amendment within the entire Area. Accordingly, the costs of such development agreements to be approved after this Amendment in this Area will not exceed \$10,000,000.

3. Planning, engineering fees (for urban renewal plans), attorney fees, administration, other related costs to support urban renewal projects and planning:

Project	Estimated Date	Estimated Cost to be funded by TIF Funds
Costs associated with attorney and bond counsel review of urban renewal activities and development agreements, economic planning and engineering related studies, and other administrative costs.	Market or program driven as need arises.	Not to exceed \$500,000

FINANCIAL INFORMATION

1.	Current Constitutional Debt Limit	\$395,854,796
2.	Current Outstanding General Obligation Debt	\$110,000,000
3.	Proposed amount of indebtedness to be incurred: A specific amount of debt to be incurred for the Eligible Urban Renewal Projects (Amendment No. 3) has not yet been determined. This document is for planning purposes only. The estimated project costs in this Amendment are estimates only and will be incurred and spent over a number of years. In no event will the City's constitutional debt limit be exceeded. The City Council will consider each project proposal on a case-by-case basis to determine if it is in the City's best interest to participate before approving an urban renewal project or expense. It is further expected that such indebtedness, including interest on the same, may be financed in whole or in part with tax increment revenues from the Urban Renewal Area. Subject to the foregoing, it is estimated that the cost of the Eligible Urban Renewal Projects (Amendment No. 3) as described above to be funded by TIF Funds will be approximately as stated in the next column:	\$11,450,000 - \$12,400,000 for future projects This total does not include financing costs related to debt issuance, which will be incurred over the life of the Area

REPEALER AND SEVERABILITY

Any parts of the Plan in conflict with this Amendment are hereby repealed. If any part of this Amendment is determined to be invalid or unconstitutional, such invalidity or unconstitutionality

shall not affect the validity of the previously adopted Amended and Restated Plan as a whole, or any part of this Amendment or the Plan not determined to be invalid or unconstitutional.

EFFECTIVE PERIOD

This Amendment will become effective upon its adoption by the City Council. The Amended and Restated Plan, as amended, shall remain in effect until repealed by the City Council.

The use of incremental property tax revenues, or the “division of revenues,” as those words are used in Chapter 403 of the Code of Iowa, shall continue on the Area for the maximum period allowed by law.

Because the original Plan was adopted in 1991, before the effective date (January 1, 1995) of the Iowa Code Section 403.17 requirement that the division of revenue be limited to twenty years in areas that are established on the basis of an economic development finding, the division of revenue in the Area has no statutorily required expiration date or sunset. With the adoption of the Amended and Restated Plan, the City extended a self-imposed sunset date on the division of revenue that had been in the original 1991 City of Ankeny Urban Renewal Plan to June 30, 2038 and thereafter for so long as necessary for incremental taxes pursuant to Section 403.19, Code of Iowa, or successor provisions, to fully pay all loans, monies advanced or indebtedness incurred by the City of Ankeny, Iowa, to finance or refinance projects approved prior to June 30, 2038. Nothing in this Amendment alters the Amended and Restated Plan with respect to the time period for the division of revenue in the Area.

02148107-1\10174-695



Derek Lord

Economic Development Director
(p) 515.965.6430
dlord@ankenyiowa.gov

MEMORANDUM

TO: Honorable Mayor and City Council
DATE: February 15, 2023
RE: *Amendment No. 3 to the Amended and Restated 1991 City of Ankeny
Urban Renewal Plan – Consultation Meeting*

City staff held a consultation meeting on Amendment No. 3 to the Amended and Restated 1991 City of Ankeny Urban Renewal Plan at 10:00 AM on February 15, 2023 at Ankeny City Hall. Notices of this meeting were sent to the Ankeny Community School District and Polk County.

No representatives from the Ankeny Community School District or Polk County attended this consultation meeting or reached out to discuss this amendment.

No written comments were received regarding this amendment.

RESOLUTION NO. _____

RESOLUTION DETERMINING AN AREA OF THE CITY TO BE AN ECONOMIC DEVELOPMENT AREA, AND THAT THE REHABILITATION, CONSERVATION, REDEVELOPMENT, DEVELOPMENT, OR A COMBINATION THEREOF, OF SUCH AREA IS NECESSARY IN THE INTEREST OF THE PUBLIC HEALTH, SAFETY OR WELFARE OF THE RESIDENTS OF THE CITY; DESIGNATING SUCH AREA AS APPROPRIATE FOR URBAN RENEWAL PROJECTS; AND ADOPTING AMENDMENT NO. 3 TO THE AMENDED AND RESTATED 1991 CITY OF ANKENY URBAN RENEWAL PLAN

WHEREAS, by Resolution No. 236-91, adopted December 2, 1991, this Council found and determined that certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the 1991 City of Ankeny Urban Renewal Plan (the "Original Plan") for the 1991 City of Ankeny Urban Renewal Area described therein; and

WHEREAS, by Resolution No. 2018-149, adopted March 19, 2018, this Council approved and adopted the Amended and Restated 1991 City of Ankeny Urban Renewal Plan ("Plan" or "Urban Renewal Plan") for the 1991 City of Ankeny Urban Renewal Area ("Area" or "Urban Renewal Area"); and

WHEREAS, the Plan has subsequently been amended, most recently by Amendment No. 2 to the Plan, adopted by Resolution No. 2021-373 on October 4, 2021; and

WHEREAS, this Urban Renewal Area currently includes and consists of:

ORIGINAL AREA

ALL THAT PART OF ANKENY, IOWA LOCATED WITHIN THE FOLLOWING BOUNDARY:

BEGINNING AT A POINT ON THE WEST R.O.W. LINE OF U.S. INTERSTATE 35 BEING THE NORTHEAST CORNER OF LOT 8 LAKESHORE ESTATES; THEN SOUTHERLY ALONG THE WEST R.O.W. LINE OF U.S. INTERSTATE 35 TO THE NORTH R.O.W. LINE OF IOWA HIGHWAY 931 (EAST FIRST STREET); THEN WEST ALONG THE NORTH R.O.W. LINE OF IOWA HIGHWAY 931 (EAST FIRST STREET) TO THE EAST R.O.W. LINE OF EAST DELAWARE AVENUE; THEN SOUTH TO THE SOUTH R.O.W. LINE OF IOWA HIGHWAY 931 (EAST FIRST STREET); THEN EAST ALONG THE SOUTH R.O.W. LINE OF IOWA HIGHWAY 931 (EAST FIRST STREET) TO THE WEST R.O.W. LINE OF U.S. INTERSTATE 35; THEN SOUTHERLY ALONG THE WEST R.O.W. LINE OF U.S. INTERSTATE 35 TO THE SOUTHEAST CORNER OF LOT 2, MAPLEWOOD VILLAGE PLAT 4; THEN WEST ALONG THE SOUTH LINE OF SAID LOT 2

TO THE EAST LINE OF LOT 1, MAPLEWOOD VILLAGE PLAT 3; THEN SOUTH ALONG THE EAST LINE OF SAID LOT 1 TO THE SOUTHEAST CORNER OF SAID LOT 1, THEN WEST ALONG THE SOUTH LINE OF SAID LOT 1 AND LOT 1, MAPLEWOOD VILLAGE PLAT 2 TO THE WEST R.O.W. LINE OF EAST DELAWARE AVENUE; THEN NORTH ALONG THE WEST R.O.W. LINE OF EAST DELAWARE AVENUE TO THE SOUTHEAST CORNER OF ART-LUND PLAT 1; THEN WEST ALONG THE SOUTH LINE OF SAID PLAT 1 TO THE SOUTHWEST CORNER OF ART-LUND PLAT 1; THEN NORTH ALONG THE WEST LINE OF SAID PLAT 1 TO THE SOUTH R.O.W. LINE OF S.E. 4TH STREET; THEN NORTHWESTERLY TO THE SOUTHEAST CORNER OF LOT 9, TRIPLETT VILLAGE NO. 10; THEN NORTH ALONG THE WEST R.O.W. LINE OF SOUTHEAST LOWELL DRIVE TO THE SOUTH LINE OF TRIPLETT COMMERCIAL PARK PLAT 2; THEN WEST ALONG THE SOUTH LINE OF SAID PLAT 2, AND CONTINUING ALONG THE SOUTH LINE OF TRIPLETT COMMERCIAL PARK PLAT 1 TO THE NORTHWEST CORNER OF TRIPLETT VILLAGE NO. 11; THEN NORTH ALONG THE EAST LINE OF TRIPLETT VILLAGE NO. 5 TO THE NORTHEAST CORNER OF SAID PLAT; THEN WEST ALONG THE NORTH LINE OF SAID PLAT TO THE WEST R.O.W. LINE OF SOUTHEAST TRILEIN DRIVE; THEN NORTH ALONG THE WEST R.O.W. LINE OF SOUTHEAST TRILEIN DRIVE TO THE SOUTH R.O.W. LINE OF IOWA HIGHWAY 931 (EAST FIRST STREET); THEN WEST ALONG THE SOUTH R.O.W. LINE OF IOWA HIGHWAY 931 (EAST FIRST STREET) TO THE EAST R.O.W. LINE OF SOUTHEAST CRESTMOOR PLACE; THEN SOUTH ALONG THE EAST R.O.W. LINE OF SOUTHEAST CRESTMOOR PLACE TO THE SOUTHWEST CORNER OF LOT 6, RICHARD'S MANOR PLAT 1; THEN WEST ALONG THE SOUTH LINE OF NAPA MANOR TO THE WEST R.O.W. LINE OF SOUTH GRANT STREET; THEN NORTH ALONG THE WEST R.O.W. LINE OF SOUTH GRANT STREET TO THE NORTHEAST CORNER OF LOT 22, RICHARD'S MANOR PLAT 1; THEN WEST ALONG THE NORTH LINE OF SAID LOT 22 TO THE NORTHWEST CORNER OF SAID LOT 22; THEN SOUTHERLY ALONG THE WEST LINE OF RICHARD'S MANOR PLAT 1 TO THE SOUTH LINE OF SAID PLAT 1; THEN EAST ALONG THE SOUTH LINE OF SAID PLAT 1 TO THE WEST R.O.W. LINE OF SOUTH GRANT STREET; THEN SOUTH TO THE NORTH R.O.W. LINE OF SOUTHEAST 3RD STREET; THEN WEST ALONG THE NORTH R.O.W. LINE OF SOUTHEAST 3RD STREET TO THE SOUTHWEST CORNER OF LOT 12, TRIPLETT VILLAGE; THEN SOUTH ALONG THE WEST LINE OF LOTS 18 THROUGH 23, TRIPLETT VILLAGE AND CONTINUING SOUTH ALONG THE WEST LINE OF CHURCH PLAT NO. 2 AND CHURCH PLAT NO.3 TO THE NORTH R.O.W. LINE OF SOUTHEAST PETERSON DRIVE; THEN EAST ALONG SAID NORTH R.O.W. LINE; THEN SOUTH ALONG THE EAST R.O.W. LINE OF PARKVIEW DRIVE TO THE NORTH R.O.W. LINE OF SOUTHEAST 8TH STREET; THEN EAST ALONG SAID NORTH R.O.W. LINE; THEN SOUTH ALONG THE WEST LINE OF LOT 46, PETERS BELMOUNT PARK PLAT 1 AND CONTINUING SOUTH ALONG THE WEST LINE OF PETERS

BELMOUNT PARK PLAT 2 TO THE NORTH LINE OF SPAHR MANOR PLAT 5; THEN WEST ALONG THE NORTH LINE OF SAID PLAT 5 TO THE EAST R.O.W. LINE OF U.S. HIGHWAY 69 (SOUTH ANKENY BOULEVARD); THEN NORTH ALONG SAID EAST R.O.W. LINE TO THE NORTH LINE OF PETERS BELMOUNT PARK PLAT 1; THEN WEST ALONG THE SOUTH LINE OF SOUTHLAWN PLACE REPLAT TO THE WEST R.O.W. LINE OF THE CHICAGO NORTHWESTERN RAILROAD; THEN NORTHWESTERLY ALONG THE WEST R.O.W. LINE OF SAID RAILROAD TO THE EAST R.O.W. LINE OF SOUTHWEST WALNUT STREET; THEN NORTH TO THE NORTH LINE OF THOMAS ADDITION; THEN WEST ALONG THE NORTH LINE OF THOMAS ADDITION TO THE WEST R.O.W. LINE OF MAIN STREET; THEN NORTH ALONG SAID WEST R.O.W. LINE TO THE SOUTH R.O.W. LINE OF SOUTHWEST 4TH STREET; THEN WEST ALONG SAID SOUTH R.O.W. LINE; THEN NORTH ALONG THE WEST LINE OF ANKENY VILLAGE PLAT 3 TO THE NORTHWEST CORNER OF SAID PLAT 3; THEN WEST ALONG THE SOUTH LINE OF LOTS 18 THROUGH 20, ANKENY VILLAGE PLAT 4, TO THE WEST LINE OF SAID PLAT 4; THEN NORTH ALONG THE WEST LINE OF SAID PLAT 4 AND CONTINUING NORTH ALONG THE WEST LINE OF ARTHUR PLACE TO THE INTERSECTION OF THE NORTH R.O.W. LINE OF THE CHICAGO NORTHWESTERN RAILROAD AND THE WEST R.O.W. LINE OF NORTHWEST ASH DRIVE; THEN NORTH ALONG THE WEST R.O.W. LINE OF NORTHWEST ASH DRIVE; THEN EAST ALONG THE SOUTH LINE OF PARKVIEW TERRACE PLAT 8 TO THE WEST LINE OF PARKVIEW TERRACE PLAT 3; THEN SOUTH ALONG THE WEST LINE OF SAID PLAT 3 TO THE SOUTH LINE OF SAID PLAT 3; THEN EAST ALONG THE SOUTH LINE OF SAID PLAT 3 TO THE WEST R.O.W. LINE OF NORTHWEST SCHOOL STREET; THEN NORTH ALONG SAID WEST R.O.W. LINE TO THE NORTH R.O.W. LINE OF NORTHWEST 5TH STREET; THEN EAST ALONG SAID NORTH R.O.W. LINE TO THE SOUTHEAST CORNER OF LOT 27, PARKVIEW TERRACE PLAT 1; THEN NORTH ALONG THE EAST LINE OF SAID PLAT 1 TO THE SOUTH R.O.W. LINE OF NORTHWEST 9TH STREET; THEN NORTHERLY TO THE SOUTHEAST CORNER OF LOT 6, PARKVIEW TERRACE PLAT 11; THEN NORTH ALONG THE EAST LINE OF SAID LOT 6 TO THE NORTH LINE OF SAID LOT 6; THEN WEST ALONG THE NORTH LINE OF PARKVIEW TERRACE PLAT 11 AND PARKVIEW TERRACE PLAT 10 TO THE EAST LINE OF PARKVIEW CAMPUS PLAT 2; THEN NORTH ALONG THE EAST LINE OF SAID PLAT 2, AND CONTINUING NORTH ALONG THE EAST LINE OF PARKVIEW CAMPUS PLAT 4 TO THE SOUTH R.O.W. LINE OF NORTHWEST 18TH STREET; THEN EAST ALONG SAID SOUTH R.O.W. LINE TO A POINT APPROXIMATELY 475 FEET EAST OF THE EAST R.O.W. LINE OF U.S. HIGHWAY 69 (NORTH ANKENY BOULEVARD); THEN SOUTH PARALLEL TO THE EAST R.O.W. LINE OF U.S. HIGHWAY 69 (NORTH ANKENY BOULEVARD) TO A POINT ON THE EAST R.O.W. LINE OF NORTH GRANT STREET AT THE NORTH END OF THE PRESENT STREET

R.O.W.; THEN WEST TO THE WEST R.O.W. LINE OF NORTH GRANT STREET; THEN SOUTH ALONG SAID WEST R.O.W. LINE TO THE SOUTH R.O.W. LINE OF NORTHEAST 5TH STREET; THEN WEST ALONG SAID SOUTH R.O.W. LINE TO THE EAST LINE OF ANKENY MALL; THEN SOUTH ALONG SAID EAST LINE TO THE NORTH R.O.W. LINE OF IOWA HIGHWAY 931 (EAST FIRST STREET); THEN EAST ALONG SAID NORTH R.O.W. LINE TO THE WEST LINE OF HAYES ACRES PLAT 1; THEN NORTH ALONG THE WEST LINE OF SAID PLAT 1 TO THE NORTHWEST CORNER OF LOT 6, HAYES ACRES PLAT 1; THEN EAST ALONG THE NORTH LINE OF SAID LOT 6 TO THE WEST R.O.W. LINE OF NORTHEAST TRILEIN DRIVE; THEN NORTH ALONG SAID WEST R.O.W. LINE TO THE SOUTH R.O.W. LINE OF NORTHEAST 5TH STREET; THEN EAST ALONG SAID SOUTH R.O.W. LINE AND CONTINUING EAST TO THE WEST R.O.W. LINE OF NORTHEAST DELAWARE AVENUE; THEN NORTH ALONG SAID WEST R.O.W. LINE; THEN EAST ALONG THE NORTH LINE OF LAKESHORE ESTATES TO THE POINT OF BEGINNING.

EXCLUDED FROM THE ABOVE DESCRIBED AREA IS THE FOLLOWING:

BLOCKS 1 & 2, ORIGINAL PLAT
LOTS 1 THROUGH 4, SUBDIVISION OF OUTLOT 1
BLOCKS 1 THROUGH 4, HILDRETH'S ADDITION
BLOCKS 1 THROUGH 4, HILDRETH'S 2ND ADDITION
WEST 1/2 BLOCK A, HAULMANS ADDITION
BLOCKS B AND C, HAULMANS ADDITION
WEST 1/2 BLOCK D, HAULMANS ADDITION

WHEREAS, a proposed Amendment No. 3 to the Plan ("Amendment No. 3" or "Amendment") for the Urban Renewal Area described above has been prepared, which proposed Amendment has been on file in the office of the City Clerk and which is incorporated herein by reference, the purpose of which is to add and/or confirm proposed urban renewal projects to be undertaken within the Urban Renewal Area; and

WHEREAS, it is desirable that the area be redeveloped as part of the overall redevelopment covered by the Plan, as amended; and

WHEREAS, this proposed Amendment No. 3 adds no new land to the Urban Renewal Area; and

WHEREAS, by resolution adopted on February 6, 2023, this Council directed that a consultation be held with the designated representatives of all affected taxing entities to discuss the proposed Amendment No. 3 and the division of revenue described therein, and that notice of the consultation and a copy of the proposed Amendment No. 3 be sent to all affected taxing entities; and

WHEREAS, pursuant to such notice, the consultation was duly held as ordered by the City Council and all required responses to the recommendations made by the affected taxing entities, if any, have been timely made as set forth in the report of the Economic Development Director, or

his delegate, filed herewith and incorporated herein by this reference, which report is in all respects approved; and

WHEREAS, by resolution this Council also set a public hearing on the adoption of the proposed Amendment No. 3 for this meeting of the Council, and due and proper notice of the public hearing was given, as provided by law, by timely publication in the Des Moines Register, which notice set forth the time and place for this hearing and the nature and purpose thereof; and

WHEREAS, in accordance with the notice, all persons or organizations desiring to be heard on the proposed Amendment No. 3, both for and against, have been given an opportunity to be heard with respect thereto and due consideration has been given to all comments and views expressed to this Council in connection therewith and the public hearing has been closed.

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

Section 1. That the findings and conclusions set forth or contained in Amendment No. 3 concerning the area of the City of Ankeny, State of Iowa, described in the preamble hereof, be and the same are hereby ratified and confirmed in all respects as the findings of this Council for this area.

Section 2. This Council further finds:

a) Although relocation is not expected, a feasible method exists for the relocation of any families who will be displaced from the Urban Renewal Area into decent, safe and sanitary dwelling accommodations within their means and without undue hardship to such families;

b) The Plan, as amended, and Amendment No. 3 conform to the general plan for the development of the City as a whole; and

c) Acquisition by the City is not immediately expected, however, as to any areas of open land to be acquired by the City included within the Urban Renewal Area:

i. Residential use is not expected, however, with reference to any portions thereof which are to be developed for residential uses, this City Council hereby determines that a shortage of housing of sound standards and design with decency, safety and sanitation exists within the City; that the acquisition of the area for residential uses is an integral part of and essential to the program of the municipality; and that one or more of the following conditions exist:

a. That the need for housing accommodations has been or will be increased as a result of the clearance of slums in other areas, including other portions of the urban renewal area.

b. That conditions of blight in the municipality and the shortage of decent, safe and sanitary housing cause or contribute to an increase in and

spread of disease and crime, so as to constitute a menace to the public health, safety, morals, or welfare.

c. That the provision of public improvements related to housing and residential development will encourage housing and residential development which is necessary to encourage the retention or relocation of industrial and commercial enterprises in this state and its municipalities.

d. The acquisition of the area is necessary to provide for the construction of housing for low and moderate income families.

ii. Non-residential use is expected and with reference to those portions thereof which are to be developed for non-residential uses, such non-residential uses are necessary and appropriate to facilitate the proper growth and development of the City in accordance with sound planning standards and local community objectives.

Section 3. That the Urban Renewal Area, as amended, continues to be an economic development area within the meaning of Chapter 403, Code of Iowa; that such area is eligible for designation as an urban renewal area and otherwise meets all requisites under the provisions of Chapter 403, Code of Iowa; and that the rehabilitation, conservation, redevelopment, development, or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of this City.

Section 4. That Amendment No. 3 to the Amended and Restated 1991 City of Ankeny Urban Renewal Plan of the City of Ankeny, State of Iowa, attached hereto as Exhibit 1 and incorporated herein by reference, be and the same is hereby approved and adopted as "Amendment No. 3 to the Amended and Restated 1991 City of Ankeny Urban Renewal Plan for the City of Ankeny, State of Iowa"; Amendment No. 3, including all of the exhibits attached thereto, is hereby in all respects approved; and the City Clerk is hereby directed to file a certified copy of Amendment No. 3 with the proceedings of this meeting.

Section 5. That, notwithstanding any resolution, ordinance, plan, amendment or any other document, Amendment No. 3 shall be in full force and effect from the date of this Resolution until the Council amends or repeals the Plan. The proposed Amendment No. 3 shall be forthwith certified by the City Clerk, along with a copy of this Resolution, to the Recorder for Polk County, Iowa, to be filed and recorded in the manner provided by law.

Section 6. That all other provisions of the Plan not affected or otherwise revised by the terms of Amendment No. 3, as well as all resolutions previously adopted by this City Council related to the Plan be and the same are hereby ratified, confirmed and approved in all respects.

PASSED AND APPROVED this 6th day of March, 2023.

Mayor

ATTEST:

City Clerk

EXHIBIT 1

AMENDMENT NO. 3

to the

AMENDED AND RESTATED 1991 CITY OF ANKENY URBAN RENEWAL PLAN

for

1991 URBAN RENEWAL AREA CITY OF ANKENY, IOWA

Original Plan – December 1991

Amended and Restated Plan – March 2018

Amendment No. 1 to the Amended and Restated Plan – March 2019

Amendment No. 2 to the Amended and Restated Plan – October 2021

Amendment No. 3 to the Amended and Restated Plan – March 2023

**AMENDMENT NO. 3
TO THE
AMENDED AND RESTATED 1991 CITY OF ANKENY URBAN RENEWAL PLAN
FOR THE
1991 URBAN RENEWAL AREA**

CITY OF ANKENY, IOWA

INTRODUCTION AND HISTORY

The City of Ankeny, Iowa (the “City”) adopted the 1991 City of Ankeny Urban Renewal Plan for the 1991 Urban Renewal Area (the “Urban Renewal Area” or “Area”) in 1991. In 2018, the City adopted the Amended and Restated 1991 City of Ankeny Urban Renewal Plan (the “Amended and Restated Plan” or “Plan”) for the Urban Renewal Area. The Amended and Restated Plan previously has been amended in 2019 and in 2021.

The Amended and Restated Plan is being amended with the adoption of this Amendment No. 3 to the Amended and Restated 1991 City of Ankeny Urban Renewal Plan (“Amendment No. 3” or “Amendment”), in order to add and/or confirm proposed urban renewal projects for the Area. This Amendment adds no new land to the Area and has no effect on the duration of the Plan or the Area.

Except as modified by this Amendment, the provisions of the Plan are hereby ratified, confirmed, and approved and shall remain in full force and effect as provided herein. In case of any conflict or uncertainty, the terms of this Amendment shall control. Any subsections in the Plan not mentioned in this Amendment shall continue to apply to the Plan.

DEVELOPMENT PLAN

The City has a general plan for the physical development of the City as a whole, outlined in The Ankeny 2040 Plan, adopted April 2, 2018 and updated January 17, 2023. The Plan and this Amendment, including the urban renewal projects identified herein, are in conformity with The Ankeny 2040 Plan.

The Plan, as amended, does not in any way replace the City’s current land use planning or zoning regulation process.

Any urban renewal projects related to the need for improved traffic, public transportation, public utilities, recreational and community facilities, or other public improvements within the Urban Renewal Area are set forth in the Plan and this Amendment. As the Area continues to develop, the need for public infrastructure extensions and upgrades will be evaluated and planned for by the City.

PREVIOUSLY APPROVED URBAN RENEWAL PROJECTS

Numerous urban renewal projects were authorized prior to the date of this Amendment and are continuing. Such projects are not listed in this Amendment but consist of a variety of urban renewal projects described in the Amended and Restated Plan.

ELIGIBLE URBAN RENEWAL PROJECTS **(Amendment No. 3)**

Although certain project activities may occur over a period of years, the eligible urban renewal projects under this Amendment include:

1. Public Improvements:

Project	Estimated Project Date	Estimated Cost	Rationale
Street and sidewalk construction to add parking stalls on SW Cherry, south of SW 3 rd Street to SW 5 th Street, SW Walnut Street, south of SW 3 rd Street to SW Railroad Drive and new diagonal stalls on SW 3 rd Street, west of SW Pleasant Street. Improvements to include roadway and streetscape enhancements – including street parking, landscaping, lighting, and sidewalk improvements.	2023 - 2025	\$950,000 – \$1,900,000	Adding public parking will promote commercial redevelopment
TOTAL		\$950,000 - \$1,900,000	

2. Future Development Agreements: The City expects to consider requests for development agreements for projects that are consistent with this Plan, in the City's sole discretion. Such agreements are unknown at this time, but based on past history, and dependent on development opportunities and climate, the City expects to consider a broad range of incentives as authorized by this Plan, including but not limited to land, loans, grants, tax rebates, infrastructure assistance and other incentives. The City Council has in the past generally considered incentives such as property tax rebates ranging from 50% to 100% of the property tax increment generated from the increased assessed valuation by the construction of the eligible project. However, the City has discretion to change the use of incentives at any time without notice, depending on the facts and circumstances. Certain tax levies are not included as part of the property tax increment rebates, such as debt service levies, certain school levies, and other levies as may be determined by the legislature. The City's use of property tax increment rebates as an incentive for a project is also impacted by a project's use of or eligibility for tax abatement or other incentives. With this

Amendment, the City has estimated the total costs to be funded or reimbursed from tax increment for all types of incentives described above to be awarded after the adoption of this Amendment within the entire Area. Accordingly, the costs of such development agreements to be approved after this Amendment in this Area will not exceed \$10,000,000.

3. Planning, engineering fees (for urban renewal plans), attorney fees, administration, other related costs to support urban renewal projects and planning:

Project	Estimated Date	Estimated Cost to be funded by TIF Funds
Costs associated with attorney and bond counsel review of urban renewal activities and development agreements, economic planning and engineering related studies, and other administrative costs.	Market or program driven as need arises.	Not to exceed \$500,000

FINANCIAL INFORMATION

1.	Current Constitutional Debt Limit	\$395,854,796
2.	Current Outstanding General Obligation Debt	\$110,000,000
3.	Proposed amount of indebtedness to be incurred: A specific amount of debt to be incurred for the Eligible Urban Renewal Projects (Amendment No. 3) has not yet been determined. This document is for planning purposes only. The estimated project costs in this Amendment are estimates only and will be incurred and spent over a number of years. In no event will the City's constitutional debt limit be exceeded. The City Council will consider each project proposal on a case-by-case basis to determine if it is in the City's best interest to participate before approving an urban renewal project or expense. It is further expected that such indebtedness, including interest on the same, may be financed in whole or in part with tax increment revenues from the Urban Renewal Area. Subject to the foregoing, it is estimated that the cost of the Eligible Urban Renewal Projects (Amendment No. 3) as described above to be funded by TIF Funds will be approximately as stated in the next column:	\$11,450,000 - \$12,400,000 for future projects This total does not include financing costs related to debt issuance, which will be incurred over the life of the Area

REPEALER AND SEVERABILITY

Any parts of the Plan in conflict with this Amendment are hereby repealed. If any part of this Amendment is determined to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity of the previously adopted Amended and Restated Plan as a whole, or any part of this Amendment or the Plan not determined to be invalid or unconstitutional.

EFFECTIVE PERIOD

This Amendment will become effective upon its adoption by the City Council. The Amended and Restated Plan, as amended, shall remain in effect until repealed by the City Council.

The use of incremental property tax revenues, or the “division of revenues,” as those words are used in Chapter 403 of the Code of Iowa, shall continue on the Area for the maximum period allowed by law.

Because the original Plan was adopted in 1991, before the effective date (January 1, 1995) of the Iowa Code Section 403.17 requirement that the division of revenue be limited to twenty years in areas that are established on the basis of an economic development finding, the division of revenue in the Area has no statutorily required expiration date or sunset. With the adoption of the Amended and Restated Plan, the City extended a self-imposed sunset date on the division of revenue that had been in the original 1991 City of Ankeny Urban Renewal Plan to June 30, 2038 and thereafter for so long as necessary for incremental taxes pursuant to Section 403.19, Code of Iowa, or successor provisions, to fully pay all loans, monies advanced or indebtedness incurred by the City of Ankeny, Iowa, to finance or refinance projects approved prior to June 30, 2038. Nothing in this Amendment alters the Amended and Restated Plan with respect to the time period for the division of revenue in the Area.

CERTIFICATE

STATE OF IOWA

)

) SS

COUNTY OF POLK

)

I, the undersigned City Clerk of the City of Ankeny, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective city offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2023.

City Clerk, City of Ankeny, State of Iowa

(SEAL)



ANKENY CITY COUNCIL

City Council Agenda

March 6, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns



ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Exercise Financial Discipline

ACTION REQUESTED:
Public Hearing

LEGAL:
No Review Required

SUBJECT:
PH 2023-19: Proposed Maximum Property Tax Dollars for Fiscal Year July 1, 2023 - June 30, 2024

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 2024 Budget. The notice of public hearing shows the property tax dollars as they appear in the FY 2023 Budget, what the tax levy would be for FY 2024 if the property tax dollars remained the same, and what the FY 2024 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 \$6.75670 of the total \$9.90 in the proposed FY 2024 Budget.

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 13, 2023.

PUBLIC OUTREACH EFFORTS:

Notice of public hearing was published in the Des Moines Register on Friday, February 24, 2023 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 2023-19.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 PH Coversheet
 Notice of Public Hearing
 Resolution



PUBLIC HEARING 2023-19

5:30 P.M.

MARCH 6, 2023

**PROPOSED MAXIMUM PROPERTY TAX DOLLARS FOR FISCAL YEAR JULY 1, 2023 –
JUNE 30, 2024**

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, 2023 – June 30, 2024.

Notice of this hearing was published in the Des Moines Register on the 24th day of February, 2023 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, 2023 – JUNE 30, 2024?"

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, 2023 – June 30, 2024."

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, 2023 – JUNE 30, 2024?"
(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 2023-19.

"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, 2023 - June 30, 2024

The City Council will conduct a public hearing on the proposed Fiscal Year City property tax levy as follows:

Meeting Date: 3/6/2023 **Meeting Time:** 05:30 PM **Meeting Location:** Ankeny Kirkendall Public Library

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) 965-6409

	Current Year Certified Property Tax 2022 - 2023	Budget Year Effective Property Tax 2023 - 2024	Budget Year Proposed Maximum Property Tax 2023 - 2024	Annual % CHG
Regular Taxable Valuation	4,476,429,489	4,808,196,283	4,808,196,283	
Tax Levies:				
Regular General	27,544,814	27,544,814	29,843,032	
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	2,462,036	2,462,036	2,644,508	
FICA & IPERS			0	
Other Employee Benefits			0	
Total Tax Levy	30,006,850	30,006,850	32,487,540	8.26
Tax Rate	6.70330	6.24077	6.75670	

Explanation of significant increases in the budget:

The fiscal year July 1, 2023 - June 30, 2024 property tax levy is proposed to remain at \$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 includes a \$0.05 reduction in the debt service property tax levy. 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/207/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, 2023 – JUNE 30, 2024

WHEREAS, the City Council of the City of Ankeny, Iowa have considered the proposed Fiscal Year July 1, 2023 – June 30, 2024 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 6, 2023, 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, 2023 – June 30, 2024 shall not exceed the following total:

Total maximum levy for the affected property tax levies: \$32,487,540.

The maximum property tax dollars requested in the total maximum levy for the affected property tax levies for Fiscal Year July 1, 2023 – June 30, 2024 represents greater than 102% of the maximum property tax dollars requested for the current Fiscal Year July 1, 2022 – June 30, 2023.

Passed and approved the 6th day of March, 2023.

Mark E. Holm, Mayor

Attest:

Michelle Yuska, City Clerk

Roll Call Vote:

Bobbi Bentz	– Yea/Nay
Jeff Perry	– Yea/Nay
Joe Ruddy	– Yea/Nay
Todd Shafer	– Yea/Nay
Kelly Stearns	– Yea/Nay



ANKENY CITY COUNCIL

City Council Agenda

March 6, 2023

5 : 30 PM

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns



ORIGINATING DEPARTMENT:

City Manager

COUNCIL GOAL:

Exercise Financial Discipline

ACTION REQUESTED:

Public Hearing

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

PH 2023-20: Proposed Issuance of Not to Exceed \$14,000,000 General Obligation Bonds

EXECUTIVE SUMMARY:

The not to exceed \$14,000,000 General Obligation Bonds (for essential corporate purposes) are being proposed to fund the 2023 Capital Improvement Program.

FISCAL IMPACT: **Yes**

The proposed General Obligation Bonds (for essential corporate purposes) will be repaid with property taxes, specifically those collected through the City's debt service levy and a small portion will be abated by storm water revenues.

CITY MANAGER'S RECOMMENDATIONS:

Recommend the proposed issuance of not to exceed \$14,000,000 General Obligation Bonds.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

The 2023-2027 Capital Improvement Program and financial plan were presented and reviewed by the City Council at the November 7, 2022 and November 14, 2022 Council Action Planning Sessions.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to close Public Hearing 2023-20.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 PH Coversheet
 Resolution



PUBLIC HEARING 2023-20

5:30 P.M.

MARCH 6, 2023

PROPOSED ISSUANCE OF NOT TO EXCEED \$14,000,000 GENERAL OBLIGATION BONDS

Mayor:

This is the time and place for the public hearing and meeting on the matter of the issuance of not to exceed \$14,000,000 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; 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; acquisition, construction, reconstruction, enlargement, improvement, and repair of bridges, culverts, retaining walls, viaducts, underpasses, grade crossing separations, and approaches thereto; 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; 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; equipping of fire, police, sanitation, street, and civil defense departments and the acquiring, developing, and improving of a geographic computer data base system suitable for automated mapping and facilities management; and acquisition of peace officer communication equipment and other emergency services communication equipment and systems, for essential corporate purposes.

Notice of this public hearing was published in the Des Moines Register on the 21st day of February 2023 pursuant to the provisions of Section 384.25 of the Code of Iowa.

Mayor:

“HAS ANY WRITTEN CORRESPONDENCE BEEN RECEIVED OBJECTING TO THE ISSUANCE OF SAID BONDS?”

City Clerk:

None in the Clerk’s Office

Mayor:

“I would like to request, at this time, Jennifer Sease, Administrative Services Director, provide a report to the Council on this proposed bond issuance.”

Mayor After Staff Report:

“IS THERE ANYONE PRESENT WHO WISHES TO BE HEARD FOR OR AGAINST THIS PROPOSED BOND ISSUANCE?” (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”:

1. Consider MOTION to close public hearing 2023-20.

“Further consideration and action will take place on this proposed bond issuance under “New Business”, Agenda Item “J” later in this meeting.”

The Council then considered the proposed action and the extent of objections thereto.

Whereupon, Council Member _____ introduced and delivered to the Clerk the Resolution hereinafter set out entitled "RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO EXCEED \$14,000,000 GENERAL OBLIGATION BONDS (ECP)", and moved:

- ☐ that the Resolution be adopted.
- ☐ to ADJOURN and defer action on the Resolution and the proposal to institute proceedings for the issuance of bonds to the meeting to be held at _____ .M. on the _____ day of _____, 2023, at this place.

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

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION

RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO EXCEED \$14,000,000 GENERAL OBLIGATION BONDS (ECP)

WHEREAS, pursuant to notice published as required by law, the City Council has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of not to exceed \$14,000,000 General Obligation Bonds, for the essential corporate purposes, 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; 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; acquisition, construction, reconstruction, enlargement, improvement, and repair of bridges, culverts, retaining walls, viaducts, underpasses, grade crossing separations, and approaches thereto; 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; 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; equipping of fire, police, sanitation, street, and civil defense departments and the acquiring, developing, and improving of a geographic computer data base system suitable for automated mapping and facilities management; and acquisition of peace officer communication equipment and other emergency services communication equipment and systems, and has considered the extent of objections received from residents or property owners as to the proposed issuance of Bonds; and following action is now considered to be in the best interests of the City and residents thereof.

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

Section 1. That this Council does hereby institute proceedings and take additional action for the authorization and issuance in the manner required by law of not to exceed \$14,000,000 General Obligation Bonds, for the foregoing essential corporate purposes.

Section 2. This Resolution shall serve as a declaration of official intent under Treasury Regulation 1.150-2 and shall be maintained on file as a public record of such intent. It is reasonably expected that the general fund moneys may be advanced from time to time for capital expenditures which are to be paid from the proceeds of the above Bonds. The amounts so advanced shall be reimbursed from the proceeds of the Bonds not later than eighteen months after the initial payment of the capital expenditures or eighteen months after the property is placed in service. Such advancements shall not exceed the amount authorized in this Resolution unless the same are for preliminary expenditures or unless another declaration of intention is adopted.

PASSED AND APPROVED this 6th day of March, 2023.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk



ANKENY CITY COUNCIL

City Council Agenda

March 6, 2023

5 : 30 PM

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns



Print

ORIGINATING DEPARTMENT:

City Manager

COUNCIL GOAL:

Exercise Financial Discipline

ACTION REQUESTED:

Public Hearing

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

PH 2023-21: Proposed Issuance of Not to Exceed \$300,000 General Obligation Urban Renewal Bonds

EXECUTIVE SUMMARY:

The not to exceed \$300,000 General Obligation Urban Renewal Bonds (for urban renewal purposes) are being proposed to fund the Uptown Parking Improvements project in the 2023 Capital Improvement Program. The project is located in the 1991 City of Ankeny Urban Renewal Area.

FISCAL IMPACT: **Yes**

The proposed General Obligation Urban Renewal Bonds (for urban renewal purposes) will be repaid with tax increment financing (TIF) revenues.

CITY MANAGER'S RECOMMENDATIONS:

Recommend the proposed issuance of not to exceed \$300,000 General Obligation Urban Renewal Bonds.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

The 2023-2027 Capital Improvement Program and financial plan were presented and reviewed by the City Council at the November 7, 2022 and November 14, 2022 Council Action Planning Sessions.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to close Public Hearing 2023-21.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 PH Coversheet
 Resolution



PUBLIC HEARING 2023-21

5:30 P.M.

MARCH 6, 2023

**PROPOSED ISSUANCE OF NOT TO EXCEED \$300,000 GENERAL OBLIGATION URBAN
RENEWAL BONDS**

Mayor:

This is the time and place for the public hearing and meeting on the matter of the issuance of not to exceed \$300,000 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 1991 Urban Renewal Area, as amended, including the Uptown Parking Improvements project, for urban renewal purposes.

Notice of this public hearing was published in the Des Moines Register on the 21st day of February 2023 pursuant to the provisions of Chapters 384 and 403 of the Code of Iowa.

Mayor:

“HAS ANY WRITTEN CORRESPONDENCE BEEN RECEIVED OBJECTING TO THE ISSUANCE OF SAID BONDS?”

City Clerk:

None in the Clerk’s Office

Mayor:

“I would like to request, at this time, Jennifer Sease, Administrative Services Director, provide a report to the Council on this proposed bond issuance.”

Mayor After Staff Report:

“IS THERE ANYONE PRESENT WHO WISHES TO BE HEARD FOR OR AGAINST THIS PROPOSED BOND ISSUANCE?” (Inform them to come to the microphone, give their name and address for the record.)

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

1. Consider MOTION to close public hearing 2023-21.

“Further consideration and action will take place on this proposed bond issuance under “New Business”, Agenda Item “J” later in this meeting.”

The Council then considered the proposed action and the extent of objections thereto.

Whereupon, Council Member _____ introduced and delivered to the Clerk the Resolution hereinafter set out entitled "RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO EXCEED \$300,000 GENERAL OBLIGATION URBAN RENEWAL BONDS (UR)", and moved:

- ☐ that the Resolution be adopted.
- ☐ to ADJOURN and defer action on the Resolution and the proposal to institute proceedings for the issuance of bonds to the meeting to be held at _____ .M. on the _____ day of _____, 2023, at this place.

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

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION

RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO EXCEED \$300,000 GENERAL OBLIGATION URBAN RENEWAL BONDS (UR)

WHEREAS, pursuant to notice published as required by law, the City Council has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of not to exceed \$300,000 General Obligation Urban Renewal Bonds, for the urban renewal purposes, 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 1991 Urban Renewal Area, as amended, including the Uptown Parking Improvements project, and has considered the extent of objections received from residents or property owners as to the proposed issuance of Bonds; and no petition was filed calling for a referendum thereon. The following action is now considered to be in the best interests of the City and residents thereof.

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

Section 1. That this Council does hereby institute proceedings and take additional action for the authorization and issuance in the manner required by law of not to exceed \$300,000 General Obligation Urban Renewal Bonds, for the foregoing urban renewal purposes.

Section 2. This Resolution shall serve as a declaration of official intent under Treasury Regulation 1.150-2 and shall be maintained on file as a public record of such intent. It is reasonably expected that the general fund moneys may be advanced from time to time for capital expenditures which are to be paid from the proceeds of the above Bonds. The amounts so advanced shall be reimbursed from the proceeds of the Bonds not later than eighteen months after the initial payment of the capital expenditures or eighteen months after the property is placed in service. Such advancements shall not exceed the amount authorized in this Resolution unless the same are for preliminary expenditures or unless another declaration of intention is adopted.

PASSED AND APPROVED this 6th day of March, 2023.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk



ANKENY CITY COUNCIL

City Council Agenda

March 6, 2023

5 : 30 PM

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns



ORIGINATING DEPARTMENT:

City Manager

COUNCIL GOAL:

Exercise Financial Discipline

ACTION REQUESTED:

Public Hearing

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

PH 2023-22: Proposed Issuance of Not to Exceed \$700,000 General Obligation Bonds

EXECUTIVE SUMMARY:

The not to exceed \$700,000 General Obligation Bonds (for general corporate purposes) are being proposed to fund the Fire Station No. 4 project in the 2023 Capital Improvement Program.

FISCAL IMPACT: **Yes**

The proposed General Obligation Bonds (for general corporate purposes) will be repaid with property taxes, specifically those collected through the City's debt service levy.

CITY MANAGER'S RECOMMENDATIONS:

Recommend the proposed issuance of not to exceed \$700,000 General Obligation Bonds.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

The 2023-2027 Capital Improvement Program and financial plan were presented and reviewed by the City

Council at the November 7, 2022 and November 14, 2022 Council Action Planning Sessions.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to close Public Hearing 2023-22.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 PH Coversheet
 Resolution



PUBLIC HEARING 2023-22

5:30 P.M.

MARCH 6, 2023

PROPOSED ISSUANCE OF NOT TO EXCEED \$700,000 GENERAL OBLIGATION BONDS

Mayor:

This is the time and place for the public hearing and meeting on the matter of the issuance of not to exceed \$700,000 General Obligation Bonds, in order to provide funds to pay the costs of:

the acquisition, construction, reconstruction, and improvement of city facilities, including the construction of Fire Station No. 4, for general corporate purposes.

Notice of this public hearing was published in the Des Moines Register on the 21st day of February 2023 pursuant to the provisions of Section 384.26 of the Code of Iowa.

Mayor:

“HAS ANY WRITTEN CORRESPONDENCE BEEN RECEIVED OBJECTING TO THE ISSUANCE OF SAID BONDS?”

City Clerk:

None in the Clerk’s Office

Mayor:

“I would like to request, at this time, Jennifer Sease, Administrative Services Director, provide a report to the Council on this proposed bond issuance.”

Mayor After Staff Report:

“IS THERE ANYONE PRESENT WHO WISHES TO BE HEARD FOR OR AGAINST THIS PROPOSED BOND ISSUANCE?” (Inform them to come to the microphone, give their name and address for the record.)

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

1. Consider MOTION to close public hearing 2023-22.

“Further consideration and action will take place on this proposed bond issuance under “New Business”, Agenda Item “J” later in this meeting.”

The Council then considered the proposed action and the extent of objections thereto.

Whereupon, Council Member _____ introduced and delivered to the Clerk the Resolution hereinafter set out entitled "RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO EXCEED \$700,000 GENERAL OBLIGATION BONDS (GCP-1)", and moved:

- ☐ that the Resolution be adopted.
- ☐ to ADJOURN and defer action on the Resolution and the proposal to institute proceedings for the issuance of bonds to the meeting to be held at _____ .M. on the _____ day of _____, 2023, at this place.

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

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION

RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO EXCEED \$700,000 GENERAL OBLIGATION BONDS (GCP-1)

WHEREAS, pursuant to notice published as required by law, the City Council has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of not to exceed \$700,000 General Obligation Bonds, for the general corporate purposes, in order to provide funds to pay the costs of the acquisition, construction, reconstruction, and improvement of city facilities, including the construction of Fire Station No. 4, and has considered the extent of objections received from residents or property owners as to the proposed issuance of Bonds; and no petition was filed calling for a referendum thereon. The following action is now considered to be in the best interests of the City and residents thereof.

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

Section 1. That this Council does hereby institute proceedings and take additional action for the authorization and issuance in the manner required by law of not to exceed \$700,000 General Obligation Bonds, for the foregoing general corporate purposes.

Section 2. This Resolution shall serve as a declaration of official intent under Treasury Regulation 1.150-2 and shall be maintained on file as a public record of such intent. It is reasonably expected that the general fund moneys may be advanced from time to time for capital expenditures which are to be paid from the proceeds of the above Bonds. The amounts so advanced shall be reimbursed from the proceeds of the Bonds not later than eighteen months after the initial payment of the capital expenditures or eighteen months after the property is placed in service. Such advancements shall not exceed the amount authorized in this Resolution unless the same are for preliminary expenditures or unless another declaration of intention is adopted.

PASSED AND APPROVED this 6th day of March, 2023.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk



ANKENY CITY COUNCIL

City Council Agenda

March 6, 2023

5 : 30 PM

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns



Print

ORIGINATING DEPARTMENT:

City Manager

COUNCIL GOAL:

Exercise Financial Discipline

ACTION REQUESTED:

Public Hearing

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

PH 2023-23: Proposed Issuance of Not to Exceed \$700,000 General Obligation Bonds

EXECUTIVE SUMMARY:

The not to exceed \$700,000 General Obligation Bonds (for general corporate purposes) are being proposed to fund the Annual Park Development Program and Prairie Ridge Sports Complex Tennis Courts Overlay projects in the 2023 Capital Improvement Program.

FISCAL IMPACT: **Yes**

The proposed General Obligation Bonds (for general corporate purposes) will be repaid with property taxes, specifically those collected through the City's debt service levy.

CITY MANAGER'S RECOMMENDATIONS:

Recommend the proposed issuance of not to exceed \$700,000 General Obligations Bonds.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

The 2023-2027 Capital Improvement Program and financial plan were presented and reviewed by the City Council at the November 7, 2022 and November 14, 2022 Council Action Planning Sessions.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to close Public Hearing 2023-23.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 PH Coversheet
 Resolution



PUBLIC HEARING 2023-23

5:30 P.M.

MARCH 6, 2023

PROPOSED ISSUANCE OF NOT TO EXCEED \$700,000 GENERAL OBLIGATION BONDS

Mayor:

This is the time and place for the public hearing and meeting on the matter of the issuance of not to exceed \$700,000 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, for general corporate purposes.

Notice of this public hearing was published in the Des Moines Register on the 21st day of February 2023 pursuant to the provisions of Section 384.26 of the Code of Iowa.

Mayor:

“HAS ANY WRITTEN CORRESPONDENCE BEEN RECEIVED OBJECTING TO THE ISSUANCE OF SAID BONDS?”

City Clerk:

None in the Clerk’s Office

Mayor:

“I would like to request, at this time, Jennifer Sease, Administrative Services Director, provide a report to the Council on this proposed bond issuance.”

Mayor After Staff Report:

“IS THERE ANYONE PRESENT WHO WISHES TO BE HEARD FOR OR AGAINST THIS PROPOSED BOND ISSUANCE?” (Inform them to come to the microphone, give their name and address for the record.)

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

1. Consider MOTION to close public hearing 2023-23.

“Further consideration and action will take place on this proposed bond issuance under “New Business”, Agenda Item “J” later in this meeting.”

The Council then considered the proposed action and the extent of objections thereto.

Whereupon, Council Member _____ introduced and delivered to the Clerk the Resolution hereinafter set out entitled "RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO EXCEED \$700,000 GENERAL OBLIGATION BONDS (GCP-2)", and moved:

- ☐ that the Resolution be adopted.
- ☐ to ADJOURN and defer action on the Resolution and the proposal to institute proceedings for the issuance of bonds to the meeting to be held at _____ .M. on the _____ day of _____, 2023, at this place.

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

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION

RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO EXCEED \$700,000 GENERAL OBLIGATION BONDS (GCP-2)

WHEREAS, pursuant to notice published as required by law, the City Council has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of not to exceed \$700,000 General Obligation Bonds, for the general corporate purposes, 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, and has considered the extent of objections received from residents or property owners as to the proposed issuance of Bonds; and no petition was filed calling for a referendum thereon. The following action is now considered to be in the best interests of the City and residents thereof.

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

Section 1. That this Council does hereby institute proceedings and take additional action for the authorization and issuance in the manner required by law of not to exceed \$700,000 General Obligation Bonds, for the foregoing general corporate purposes.

Section 2. This Resolution shall serve as a declaration of official intent under Treasury Regulation 1.150-2 and shall be maintained on file as a public record of such intent. It is reasonably expected that the general fund moneys may be advanced from time to time for capital expenditures which are to be paid from the proceeds of the above Bonds. The amounts so advanced shall be reimbursed from the proceeds of the Bonds not later than eighteen months after the initial payment of the capital expenditures or eighteen months after the property is placed in service. Such advancements shall not exceed the amount authorized in this Resolution unless the same are for preliminary expenditures or unless another declaration of intention is adopted.

PASSED AND APPROVED this 6th day of March, 2023.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk



ANKENY CITY COUNCIL

City Council Agenda

March 6, 2023

5 : 30 PM

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns



Print

ORIGINATING DEPARTMENT:

City Manager

COUNCIL GOAL:

Exercise Financial Discipline

ACTION REQUESTED:

Public Hearing

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

PH 2023-24: Proposed Issuance of Not to Exceed \$13,000 Lease Agreements

EXECUTIVE SUMMARY:

The not to exceed \$13,000 lease agreements are being proposed to fund the replacement of postage equipment at City Hall and the Ankeny Kirkendall Public Library, both payable from the general fund.

FISCAL IMPACT: **Yes**

The postage machine lease payments will total \$12,647.40 over the 60-month lease period. The City Hall postage machine will be billed at \$409.02 quarterly and the Ankeny Kirkendall Public Library postage machine will be billed at \$223.35 quarterly.

CITY MANAGER'S RECOMMENDATIONS:

Recommend the proposed issuance of not to exceed \$13,000 lease agreements.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to close Public Hearing 2023-24.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 PH Coversheet
 Resolution
 Resolution
 Master Lease Agreement
 Participating Addendum
 Lease Agreement - City Hall
 Lease Agreement - Library



PUBLIC HEARING 2023-24

5:30 P.M.

MARCH 6, 2023

PROPOSED ISSUANCE OF NOT TO EXCEED \$13,000 LEASE AGREEMENTS

Mayor:

This is the time and place for the public hearing and meeting on the matter of the authorization of lease agreements in the amount of \$13,000 payable from the general fund, in order to provide funds to pay costs of leasing two postage machines for city facilities.

Notice of this public hearing was published in the Des Moines Register on the 21st day of February 2023 pursuant to the provisions of Section 364.4 of the Code of Iowa.

Mayor:

“HAS ANY WRITTEN CORRESPONDENCE BEEN RECEIVED OBJECTING TO THE ISSUANCE OF SAID LEASE AGREEMENTS?”

City Clerk:

None in the Clerk’s Office

Mayor:

“I would like to request, at this time, Jennifer Sease, Administrative Services Director, provide a report to the Council on this proposed lease issuance.”

Mayor After Staff Report:

“IS THERE ANYONE PRESENT WHO WISHES TO BE HEARD FOR OR AGAINST THIS PROPOSED LEASE ISSUANCE?” (Inform them to come to the microphone, give their name and address for the record.)

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

1. Consider MOTION to close public hearing 2023-24.

“Further consideration and action will take place on this proposed lease issuance under “New Business”, Agenda Item “J” later in this meeting.”

The Council then considered the proposed action and the extent of objections thereto.

Whereupon, Council Member _____ introduced and delivered to the Clerk the Resolution hereinafter set out entitled " RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE AUTHORIZATION AND ISSUANCE OF LEASE AGREEMENTS PAYABLE FROM THE GENERAL FUND IN THE AGGREGATE PRINCIPAL AMOUNT OF \$13,000 FOR PERSONAL PROPERTY FOR USE BY THE CITY" and moved:

- ☐ that the Resolution be adopted.
- ☐ to ADJOURN and defer action on the Resolution and the proposal to institute proceedings for the issuance to the meeting to be held at _____ o'clock _____.M. on the _____ day of _____, 2023, at this place.

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

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION

RESOLUTION INSTITUTING PROCEEDINGS TO TAKE
ADDITIONAL ACTION FOR THE AUTHORIZATION AND
ISSUANCE OF LEASE AGREEMENTS PAYABLE FROM THE
GENERAL FUND IN THE AGGREGATE PRINCIPAL
AMOUNT OF \$13,000 FOR PERSONAL PROPERTY FOR USE
BY THE CITY

WHEREAS, pursuant to notice published as required by law, this Council has held a public meeting and hearing upon the proposal to institute proceedings for the authorization and the issuance of \$13,000 Lease Agreements payable from the General Fund, for the purpose of paying costs of leasing two postage machines for city facilities, and has considered the extent of objections received from residents or property owners as to the proposal and, accordingly the following action is now considered to be in the best interests of the City and residents thereof:

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

Section 1. That this Council does hereby institute proceedings and take additional action for the authorization and issuance in the manner required by law of \$13,000 Lease Agreements payable from the General Fund, to evidence the obligation thereof for the foregoing purpose.

PASSED AND APPROVED this 6th day of March, 2023.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION AUTHORIZING ACTION FOR LEASE AGREEMENTS PAYABLE FROM THE GENERAL FUND IN THE AGGREGATE PRINCIPAL AMOUNT OF \$13,000 FOR PERSONAL PROPERTY FOR USE BY THE CITY", 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 resolution duly adopted as follows:

RESOLUTION

RESOLUTION AUTHORIZING ACTION FOR LEASE
AGREEMENTS PAYABLE FROM THE GENERAL FUND IN
THE AGGREGATE PRINCIPAL AMOUNT OF \$13,000 FOR
PERSONAL PROPERTY FOR USE BY THE CITY

WHEREAS, the City of Ankeny, State of Iowa (the "City"), is in need of funds to pay costs of leasing two postage machines for city facilities, and it is deemed necessary and advisable that Lease Agreements in the principal amount of \$13,000 be entered into for such purpose; and

WHEREAS, pursuant to notice published as required by Section 364.4 of the Code of Iowa, as amended (the "Code"), this Council has held a public meeting and hearing upon the proposal to institute proceedings for the authorization and issuance of Lease Agreements payable from the General Fund in the aggregate principal amount of \$13,000 for such purpose, and the Council is therefore now authorized to proceed with the authorization of the lease agreements; and

WHEREAS, Pitney Bowes, Inc. ("Pitney Bowes") has agreed to make available to the City the Equipment, pursuant to the terms of the Lease Agreements, between the City, as Lessee, and Pitney Bowes, as Lessor thereunder; and

WHEREAS, this Council has determined that the terms of the Lease Agreements do not exceed the economic life of the property being acquired pursuant thereto; and

WHEREAS, the Lease Agreements shall be payable from the General Fund of the City, and aggregate annual payments due on the proposed Lease Agreements and all other general fund lease or lease purchase agreements in force on the date of authorization will not exceed ten (10) percent of the last certified General Fund budget amount; and

WHEREAS, the Lease Agreements shall begin on the date the City acquires the Equipment, and the Resolution approves the Lease Agreements; and

WHEREAS, it appears that such instruments are in appropriate form and are appropriate instruments for the purposes intended.

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

Section 1. Definitions. The following terms shall have the following meanings in this Resolution unless the text expressly or by necessary implication requires otherwise:

- ☐ "Equipment" shall mean the two postage machines, as more particularly described in the Agreements.
- ☐ "Issuer" or "City" or "Lessee" shall mean the City of Ankeny, State of Iowa.
- ☐ "Lease Agreements" or "Agreements" shall mean, the Lease Agreement for the City Hall postage machine, the Lease Agreement for the Kirkendall Library postage machine, the Master Equipment Agreement, and the Participating Addendum, by and between the City and Pitney Bowes.
- ☐ "Lessor" shall mean Pitney Bowes Inc., a Connecticut Corporation.
- ☐ "Resolution" shall mean this resolution authorizing the Agreement, and general fund payments thereunder.

Section 2. Authority and Purpose. The Agreement authorized by this Resolution shall be issued pursuant to Section 364.4 of the Code of Iowa, and in compliance with all applicable provisions of the Constitution and laws of the State of Iowa. The Agreement is hereby authorized in the aggregate principal amount of \$13,000 for the purpose of paying costs of acquiring the Equipment.

Section 3. Approval of Agreement. Pitney Bowes Inc. shall make the Equipment available to the City pursuant to the Agreements, which provides for the payment by the City in the amounts and in installments as specified therein. The form and content of the Agreements, the provisions of which are incorporated herein by reference, hereby are in all respects authorized, approved, and confirmed; and execution of the Agreements is hereby ratified, confirmed, and approved; and from and after the execution and delivery of the Agreements, the Mayor and the City Clerk are hereby authorized, empowered and directed to do all such acts and

things and execute all such documents as may be necessary to carry out and comply with the provisions of the Agreements as executed, and as they may deem necessary or appropriate in order to implement and carry out the intent and purposes of this Resolution.

Section 4. Pledge of General Fund; Other Funds to be Used.

(a) Pledge of Funds. That for the purpose of providing funds to pay the payments due under the Agreements herein authorized, there shall be paid from funds in the General Fund for each future year the following amounts:

AMOUNT	FISCAL YEAR (JULY 1 TO JUNE 30) YEAR OF COLLECTION
\$632.37	2022/2023
\$2,529.48	2023/2024
\$2,529.48	2024/2025
\$2,529.48	2025/2026
\$2,529.48	2026/2027
\$1,897.11	2027/2028

(b) Other Funds. Nothing herein restricts the ability of the City to transfer other available funds into the General Fund for purposes of satisfying the Agreement.

(c) Additional City Funds Available. Payments coming due at any time when the proceeds of said tax on hand shall be insufficient to pay the same shall be promptly paid when due from current funds of the City available for that purpose and reimbursement shall be made from such special fund in the amounts thus advanced.

Section 5. Lease Fund. Monies in the General Fund shall be converted into a special fund therein to be known as the "2023 EQUIPMENT LEASE DEBT SERVICE FUND NO. 1" (the "Lease Fund"), which is hereby pledged for and shall be used only for the payments of the Agreements.

Section 6. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the Issuer and the holder or holders of the Agreements, and after the issuance of the Agreements no change, variation, or alteration of any kind in the provisions of this Resolution shall be made in any manner, except as provided in the next succeeding Section, until such time as all of the Agreements, shall have been satisfied and discharged as provided in the Agreements.

Section 7. Severability Clause. If any section, paragraph, clause or provision of this Resolution be held invalid, such invalidity shall not affect any of the remaining provisions hereof, and this Resolution shall become effective immediately upon its passage and approval.

Section 8. Repeal of Conflicting Resolutions. All resolutions in conflict herewith are hereby repealed.

PASSED AND APPROVED this 6th day of March, 2023.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk



The State of Arizona
State Procurement Office

In conjunction with



**NASPO ValuePoint Master Agreement for
Mailing Equipment, Supplies and
Maintenance**

(Effective May 15, 2022)

Resulting from Request for Proposals
Arizona Solicitation Number BPM003137



Request for Proposal

Solicitation No. **BPM003137**

Description:

Mailing Equipment, Supplies, and Maintenance

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

Attachment 1 Offer and Acceptance Form

SUBMISSION OF OFFER: Undersigned hereby offers and agrees to provide Mailing Equipment, Supplies, and Maintenance in compliance with the Solicitation indicated above and our Offer indicated by the latest dated version below:

Initial Offer:	1.	8/30/21	AA						
	Date		initial						
Revised Offers:	2.	X	X	3.	X	X	4.	X	X
	date #1		initial	date #1		initial	date #1		initial
	5.	X	X	6.	X	X	7.	X	X
	date #4		initial	date #5		initial	date #6		initial
Best and Final Offer:	8.	X	X						
	Date		initial						

Pitney Bowes Inc.

Offeror company name

Signature of person authorized to sign Offer

3001 Summer St.

Address

Arthur E. Adams Jr., Director, Government Contract Compliance

Printed name and title

Stamford, CT 06926

City | State | ZIP

Bill Walter, Vice President, Government and GPOs

Contact name and title

06-0495050

Federal tax identifier (EIN or SSN)

Bill.walter@pb.com

Contact Email Address

480-206-2984

Contact phone number

CERTIFICATION: By signature in the above, Offeror certifies that it:

- will not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, [Arizona] State Executive Order 2009-9 or A.R.S. §§ 41-1461 through 1465;
- has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause will result in rejection of the Offer. Signing the Offer with a false statement will void the Offer, any resulting contract, and may be subject to legal penalties under law;
- complies with A.R.S. § 41-3532 when offering electronics or information technology products, services, or maintenance; and
- is not debarred from, or otherwise prohibited from participating in any contract awarded by federal, state, or local government.

ACCEPTANCE OF OFFER: State hereby accepts the initial Offer, Revised Offer, or Best and Final Offer identified by the latest date and number at the top of this form (the Accepted Offer). Offeror is now bound (as Contractor) to carry out the Work under the attached Contract, of which the Accepted Offer forms a part. Contractor is cautioned not to commence any billable work or to provide any material or perform any service under the Contract until Contractor receives the applicable Order or written notice to proceed from Procurement Officer.

State's Contract No. is: **CTR058808**

The effective date of the Contract is: **5/15/2022**

Date

Contract awarded **1/25/2022**

Date

Nyesha Daley

Nyesha Daley, PhD



Request for Proposal

Solicitation No. **BPM003137**

Description:
Mailing Equipment, Supplies, and Maintenance

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

Attachment 3-A Method Proposal (Method of Approach)

The Offeror shall provide a narrative response to each question that demonstrates their understanding of the Scope of Work requirements and describes your company's overall method of approach for providing the service stated in this solicitation. If there is a question that is not applicable to the services required by the Scope of Work, you may mark it N/A.

Question 1: Proposed Offering:

Bidder shall identify which categories are being offered.

☒	<u>Postage Meter Rental (to include Legacy Postage Meters)</u>
☒	<u>Mailing Systems, Ultra Low Volume</u>
☒	<u>Mailing Equipment, Mailing Systems, Low Volume</u>
☒	<u>Mailing Equipment, Mailing Systems, Medium Volume</u>
☒	<u>Mailing Systems, High Volume</u>
☒	<u>Mailing System, Production</u>
☒	<u>Integrated Postal Scales</u>
☒	<u>Letter Openers, Low Volume</u>
☒	<u>Letter Openers, High Volume</u>
☒	<u>Letter Folders, Low Volume</u>
☒	<u>Letter Folders, High Volume</u>
☒	<u>Inserters, Production</u>
☒	<u>Folder/Inserters, Low volume</u>
☒	<u>Folders/Inserters, Medium Volume</u>
☒	<u>Folders/Inserters, High Volume</u>
☒	<u>Folders/Inserters, Production</u>
	<u>Envelope Mail Labeler, Low Volume</u>
	<u>Envelope Mail Labeler, Medium Volume</u>
	<u>Envelope Mail Labeler, High Volume</u>
	<u>Envelope Mail Labeler, Production</u>
☒	<u>Envelope Addressing System, Ink Jet, Low Volume</u>
☒	<u>Envelope Addressing System, Ink Jet, Medium Volume</u>
☒	<u>Envelope Addressing System, Ink Jet, High Volume</u>
	<u>Envelope Addressing System, Ink Jet, Production</u>
	<u>Tabbers, Low Volume</u>
	<u>Tabbers, Medium Volume</u>
☒	<u>Tabbers, High Volume</u>
	<u>Tabbers, Production</u>
	<u>Check Imprinting/Endorsing</u>
	<u>Pressure Sealing, Production</u>
	<u>Bursting Equipment, Production</u>
	<u>Pre-sorting Equipment, Production</u>
	<u>Extractors</u>
☒	<u>Mailing Furniture (general)</u>
☒	<u>Software, License and Subscription</u>
☒	<u>Software Integration</u>

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Section 5	Price and Cost Proposal
Section 6	NASPO ValuePoint Master Agreement Terms and Conditions
Section 7	Lead State (State of Arizona) Terms & Conditions <i>7.1 State of Arizona Special Terms and Conditions</i> <i>7.2 State of Arizona Uniform Terms and Conditions</i>
Attachments	Additional Participating States' Terms and Conditions

REQUEST FOR PROPOSAL

Mailing Equipment, Supplies and Maintenance

Solicitation # BPM003137

Section 1: NASPO ValuePoint Solicitation - General Information

1.1. Purpose

The State of Arizona, State Procurement Office (“Lead State”) is requesting proposals for Mailing Equipment, Supplies and Maintenance in furtherance of the NASPO ValuePoint Cooperative Purchasing Program. The purpose of this Request for Proposals (RFP) is to establish multiple Master Agreements, by category with qualified Offerors to provide Mailing Equipment, Supplies and Maintenance to meet the mailing needs for all Participating States.

The objective of this RFP is to leverage the collective volume of potential purchases by numerous state and local government entities to obtain best value, and achieve more favorable pricing than is obtainable by an individual state or local government entity. The Master Agreement(s) resulting from this procurement may be used by state governments (including departments, agencies, institutions), institutions of higher education, political subdivisions (e.g., colleges, school districts, counties, cities, etc.), the District of Columbia, territories of the United States, and other eligible entities subject to approval of the individual state procurement director and compliance with local statutory and regulatory provisions. The initial term of the Master Agreement shall be two (2) years with renewal provisions as outlined in Section 6, NASPO ValuePoint Program Provisions, 3. Term of the Master Agreement NASPO ValuePoint Master Terms and conditions.

It is anticipated that this RFP may result in Master Agreement awards to multiple contractors, in the Lead State’s discretion.

This RFP is designed to provide interested Offerors with sufficient information to submit proposals meeting minimum requirements, but is not intended to limit a proposal's content or exclude any relevant or essential data. Offerors are encouraged to expand upon the specifications to add service and value consistent with state requirements.

This RFP is a replacement for the expiring Mailroom Equipment, Supplies and Maintenance Master Agreements for the State of Arizona and NASPO ValuePoint.

1.2. Lead State, Solicitation Number and Lead State Contract Administrator

The State of Arizona, State Procurement Office is the Lead State and issuing office for this document and all subsequent Amendments relating to it. This solicitation (RFP) is a competitive process, in accordance with the Arizona Procurement Code available at <https://spo.az.gov/>. The Arizona Procurement Code is a compilation in one place of

Arizona Revised Statutes (ARS) 41-2501 et seq. and administrative rules and regulations A.A.C. R2-7-1010 et seq. The solicitation # BPM003137 must be referred to on all proposals, correspondence, and documentation relating to this RFP.

The Lead State Contract Administrator identified below is the single point of contact during this procurement process. Offerors and interested persons shall direct to the Lead State Contract Administrator all questions concerning the procurement process, technical requirements of this RFP, contractual requirements, requests for brand approval, changes, clarifications, and protests, the award process, and any other questions that may arise related to this solicitation and the resulting Master Agreement. The Lead State Contract Administrator designated by the State of Arizona, State Procurement Office is:

Nyesha Daley, PhD, Statewide Procurement Manager
State of Arizona, State Procurement Office
100 N. 15th Avenue
Phoenix, Arizona 85007
Email: nyesha.daley@azdoa.gov
Phone: 602-542-4907

1.3 Schedule of Events

All dates and times are listed in the State's e-procurement system

Solicitation Release:	July 6, 2021
Pre-Proposal Conference:	July 19, 2021
Closing Date and Time:	August 17, 2021
Anticipated Award Date:	November 1, 2021

All times are Mountain Standard time unless indicated otherwise.

1.4. Definitions of Terms

The following definitions apply to this solicitation. Section 6 also contains definitions of terms used in this solicitation and the NASPO ValuePoint Master Agreement terms and conditions.

**1.1 Arizona
Procurement
Code;
A.R.S.;
A.A.C.**

"Arizona Procurement Code" means, collectively, Title 41 Chapter 23, *et. sequitur*, in the Arizona Revised Statutes (abbreviated "A.R.S.") and administrative rules R2-7-101 *et. sequitur* in the Arizona Administrative Code (abbreviated "A.A.C.").

NOTE: There are frequent references to the Arizona Procurement Code throughout the Solicitation Documents,

therefore, you will need to be familiar with its provisions to be able to understand the Solicitation Documents fully.

The Arizona Department of Administration State Procurement Office provides a reference compilation of the Arizona Procurement Code on its website:

<https://spo.az.gov/administration-policy/state-procurement-resource/procurement-regulations>

The Arizona State Legislature provides the official A.R.S. online at:

<http://www.azleg.gov/ArizonaRevisedStatutes.asp>

The Office of the Arizona Secretary of State provides the official A.A.C. online at:

<http://www.azsos.gov/rules/arizona-administrative-code>

1.2 Clarifications

“Clarifications” means, per A.A.C. R2-7-C313, communications between the Procurement Officer and Offeror for the purpose of providing a greater mutual understanding of the Offer. Clarifications may include demonstrations, questions and answers, or elaborations on previously-submitted information.

1.3 Contract

“Contract” is defined in paragraph 1.2 of the Uniform Terms and Conditions.

1.4 Contract Amendment

“Contract Amendment” is defined in paragraph 1.3 of the Uniform Terms and Conditions.

1.5 Contract Terms and Conditions

“Contract Terms and Conditions” is defined in paragraph 1.8 of the Special Terms and Conditions.

1.6 Contractor

“Contractor” is defined in paragraph 1.4 of the Uniform Terms and Conditions.

1.7 Evaluation

“Evaluation” means, per A.A.C. R2-7-C316, the process whereby the Procurement Officer will determine which Responsive offers, revised offers, and best and final offers are the most advantageous to State taking into consideration the evaluation factors set forth in the Solicitation Documents.

1.8 Negotiation

“Negotiation” means, per A.A.C. R2-7-101(32), an exchange or series of exchanges between State and an offeror for the purposes set forth in A.A.C. R2-7-C314.

1.9 Not Susceptible for Award	“Not Susceptible for Award” means, per A.A.C. R2-7-C311, that the relevant offer has been determined by the Procurement Officer to fail one or more of the tests and comparisons set forth therein. NOTE: A determination of Not Susceptible for Award and a determination of Responsive are mutually exclusive.
1.10 Offer: Initial Offer; Revised Offer; Best and Final Offer (BAFO)	“Initial Offer” means, per A.A.C. R2-7-101(33), Offeror’s proposal submitted to State in response to the Solicitation, as initially submitted. “Revised Offer” means any revised versions of the Initial Offer that Offeror has submitted to State at State’s request as permitted under A.A.C. R2-7-C314 and R2-7-C315. “Best and Final Offer” (“BAFO”) means, per A.A.C. R2-7-101(8), the Revised Offer submitted after negotiations have been completed that contain Offeror’s most favorable terms for price, service, and products to be delivered. Reference to “an Offer, “the Offer,” or “your Offer” means any of the Initial Offer, a Revised Offer, or the Best and Final Offer.
1.11 Offeror	“Offeror” is the Person submitting an Offer; instructions addressed to “you” and references to “your” items are to be construed as being synonymous with “Offeror” and “Offeror’s” throughout these Instructions to Offerors.
1.12 Pricing Document	“Pricing Document” means <u>Section 2-B</u> of the Solicitation Documents. Also known as Pricing Document as defined in the <u>Special Terms and Conditions</u>.
1.13 The State’s e-Procurement System	“The State’s e-Procurement System” is defined in paragraph 1.16 of the <u>Special Terms and Conditions</u>.
1.14 Procurement Officer	“Procurement Officer” means the person, or his or her designee, who has been duly authorized by State to administer the Solicitation and make written determinations with respect to the Solicitation. The Procurement Officer is identified in The State’s e-Procurement System.
1.15 Small Business	“Small Business” means a for-profit or not-for-profit organization, including its affiliates, with fewer than 100 full-time employees or gross annual receipts of less than \$4 million for the last complete fiscal year.
1.16 Solicitation	“Solicitation” means this procurement solicitation, which State is issuing as either:

1. an invitation for bids ("IFB") under A.R.S. § 41-2533;
2. a request for proposals ("RFP") under A.R.S. § 41-2534;
3. a request for quotations ("RFQ") under A.R.S. § 41-2535;
or
4. a request for qualifications under A.R.S. §41-2558.

Refer to the Solicitation Summary for which of the foregoing is this Solicitation.

1.17 Solicitation Amendment	"Solicitation Amendment" means, per A.A.C. R2-7-101(15), a change to the Solicitation that has been issued by Procurement Officer.
1.18 Solicitation Summary	"Solicitation Summary" means <u>Section 1</u> of the Solicitation Documents.
1.19 State	"State" is defined in paragraph 1.11 of the <u>Uniform Terms and Conditions</u> .
1.20 Subcontract	"Subcontract" is defined in paragraph 1.13 of the <u>Uniform Terms and Conditions</u> .
1.21 Subcontractor	"Subcontractor" is defined in paragraph 1.19 of the <u>Special Terms and Conditions</u> .

Lead State means the State conducting this cooperative procurement, evaluation, and award.

Offeror means the company or firm who submits a proposal in response to this Request for Proposal.

Proposer has the same meaning as Offeror

Proposal means the official written response submitted by an Offeror in response to this Request for Proposal.

"Request for Proposals" or "RFP" or "Solicitation" means the entire solicitation document, including all parts, sections, exhibits, attachments, and Amendments.

1.5. NASPO ValuePoint Background Information

NASPO ValuePoint (formerly known as WSCA-NASPO) is a cooperative purchasing program of all 50 states, the District of Columbia and the territories of the United States. The Program is facilitated by the NASPO Cooperative Purchasing Organization LLC, a nonprofit subsidiary of the National Association of State Procurement Officials (NASPO), doing business as NASPO ValuePoint. NASPO is a non-profit association dedicated to strengthening the procurement community through education, research, and communication. It is made up of the directors of the central purchasing offices in each of the 50 states, the District of Columbia and the territories of the United States. NASPO ValuePoint facilitates administration of the cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. For more information consult the following websites www.naspovaluepoint.org and www.naspo.org.

1.6. Participating States

In addition to the Lead State conducting this solicitation, the following Participating States have requested to be named in this RFP as potential users of the resulting Master Agreement:

- California
- Hawaii
- Illinois
- Iowa
- Maryland
- Ohio
- Tennessee
- Texas
- Virginia
- Washington
- Wyoming

Other entities may become Participating Entities after award of the Master Agreement. Some States may have included special or unique terms and conditions for their state that will govern their state Participating Addendum. These terms and conditions are being provided as a courtesy to Proposers to indicate which additional terms and conditions may be incorporated into the state Participating Addendum after award of the Master Agreement. The Lead State will not address questions or concerns or negotiate other States' terms and conditions. The Participating States shall negotiate these terms and conditions directly with the awarded supplier. State-specific terms and conditions are included in Attachments.

1.7. Anticipated Usage

No minimum or maximum level of sales volume is guaranteed or implied.

Section 2: Solicitation Requirements, Information and Instructions to Offerors

2.1. Pre-Offer Conference

A Pre-Offer Conference will be held at the time and place indicated in the solicitation's "Pre-Bid Conference" field as found within the State of Arizona's e-procurement system APP (<https://app.az.gov>); attendance is not required. The purpose of this conference will be to clarify the contents of the solicitation in order to prevent any misunderstanding of the State of Arizona's position. Any doubt as to the requirements of the solicitation or any apparent omission or discrepancy should be presented to the State of Arizona at the conference. The State of Arizona will then determine the appropriate action necessary, if any, and issue a written amendment to the solicitation if required. Oral statements or instructions will not constitute an amendment to the solicitation. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, or this document in an alternative format, by contacting the State of Arizona's Procurement Office listed on page 3. Requests should be made as early as possible to allow sufficient time to arrange for accommodation.

2.2. Inquiries

2.2.1 Solicitation Contact Person. Any inquiry related to this Solicitation, including any requests for inquiries regarding standards referenced in the Solicitation, shall be directed solely to the State of Arizona's Procurement Officer.

2.2.2 Submission of Inquiries. All inquiries to the State of Arizona's Procurement Officer related to the Solicitation are required to be submitted in the State of Arizona's E-Procurement System, APP (<https://app.az.gov>). All interested Proposers shall utilize the Q&A functionality provided through APP (<https://app.az.gov>). All responses to inquiries will be answered in the State's eProcurement system. Any inquiry related to the Solicitation should reference the appropriate solicitation page and paragraph number.

2.2.3 Duty to Examine. It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing (inquiries), and examine its Offer for accuracy before submitting an Offer. Lack of care in preparing an Offer shall not be grounds for modifying or withdrawing the Offer after the Offer due date and time.

2.2.4 Timeliness. Any inquiry or exception to the Solicitation shall be submitted as soon as possible and should be submitted at least seven days before the offer due date and time for review and determination by the State of Arizona. Failure to do so may result in the inquiry not being considered for a solicitation amendment.

2.2.5 No Right to Rely on Verbal or Electronic Mail Responses. An Offeror shall not rely on verbal or electronic mail responses to inquiries. A verbal or electronic mail reply to an inquiry does not constitute a modification of the solicitation.

2.3. Preparation of Proposals

2.3.1 Electronic Documents. This solicitation document is provided in an electronic format. Any unidentified alteration or modification to any solicitation documents, to any attachments, exhibits, forms, charts or illustrations contained herein shall be null and void. In those instances, where modifications are identified, the original document published by the State of Arizona shall take precedence.

2.3.2 Attachment Formats. All attachments shall be submitted in a format acceptable to the Lead State. Acceptable formats include .doc (Microsoft Word document), .xls (Microsoft Excel spreadsheet), and .pdf (Adobe Acrobat portable document format). Prospective Offerors that wish to submit attachments in other formats shall submit an inquiry to the Procurement Officer.

2.3.3 Confidential, Protected or Proprietary Information

All information identified in the “Confidential” section shall be subject to review by the Lead State in accordance with the procedures prescribed by the Lead State’s open records statute, freedom of information act, or similar law.

2331 If a person believes that any portion of a proposal, bid, offer, specification, protest or correspondence contains a trade secret or other proprietary information that should be withheld, the Offeror shall clearly designate the trade secret and other proprietary information, using the term “Confidential” and, the State of Arizona’s Procurement Officer shall be so advised in writing. An Offeror shall provide a statement detailing the reasons why the information should not be disclosed including the specific harm or prejudice that may arise upon disclosure. Such material shall be identified as “Confidential” wherever it appears. Until a written determination is made, the State of Arizona’s Procurement Officer shall not disclose information designated as “Confidential” except to those individuals deemed to have a legitimate State interest. In the event the State of Arizona’s Procurement Officer denies the request for confidentiality, the Offeror may appeal the determination to the State of Arizona’s Procurement Administrator within the time specified in the written determination. The State of Arizona, pursuant to A.A.C. R2-7-103, shall review all requests for confidentiality and provide a written determination. If the confidential request is denied, such information shall be disclosed as public information, unless the person, requests a review of that determination under A.A.C. R2-7-103(D). **Contract terms and conditions, pricing, and information generally available to the public are not considered confidential information.**

2332 All Confidential, Protected or Proprietary information must be included in one section of your response. **Do not incorporate**

Confidential, Protected or Proprietary information throughout the Proposal.

- 2.3.3.2.1 In the event that a limited amount of “Confidential, Protected or Proprietary” information is deemed necessary by the Offeror to respond to solicitation, any such information must be included in **a separate section** of the Offeror’s proposal response which is clearly marked as “Confidential”. In addition, provide a reference in the proposal response directing reader to the specific area of this protected information section.
- 2.3.3.2.2 Offerors should be aware that marking any portion of an Offer as “Confidential”, may exclude the Offer from evaluation or consideration for award.
- 2.3.3.2.3 Elements of the proposal that define the contractual requirements, such as approaches to the statement of work, prices, and schedule, may not be marked as “Confidential”. Proposals not complying with these instructions for identification and segregation of confidential and proprietary information may be rejected.
- 2.3.3.2.4 Information included in the “Confidential” section of an Offeror’s proposal is not automatically accepted and protected.

2.3.4 Exceptions to Terms and Conditions.

All exceptions included with the Offer shall be submitted in the State of Arizona’s eProcurement system in the Conformance Statements included in Part 3 of the Offer in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically accepted by the State of Arizona’s Procurement Officer in a written statement. An Offeror shall provide a statement detailing a justification for each exception item request. The Offeror’s preprinted or standard terms will not be considered by the State of Arizona as part of any resulting Contract. **All exceptions that are contained in the Offer may negatively impact an Offeror’s susceptibility for award. An Offer that takes exception to any material requirement of the solicitation may be rejected.**

2.3.5 Evidence of Intent to be Bound.

The Offer and Acceptance form within the Solicitation shall be submitted with the Offer in the State of Arizona's eProcurement system and shall include a signature by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate and complete. The Offer and Acceptance Form shall be submitted electronically with the submitted Offer no later than the Offer due date and time. Failure to return an Offer and Acceptance Form will result in rejection of the offer.

2.3.6 Subcontractors.

Offerors shall clearly list any proposed subcontractors. Include with their list of proposed subcontractors:

- Subcontractor's contact information;
- Subcontractor's certifications and or licenses required for the performance of the Contract; and,
- Subcontractor's proposed responsibilities under the Offeror's proposal.

2.3.7 Cost of Offer Preparation.

The State of Arizona will not reimburse any Offeror the cost of responding to a Solicitation.

2.3.8 Federal Excise Tax.

The State of Arizona is exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be provided by the Lead State.

2.3.9 Identification of Taxes in Offer.

The State of Arizona is subject to all applicable state and local transaction privilege taxes. If the products and/or services specified require transaction privilege or use taxes or other applicable taxes, they shall be described and itemized separately on the Offer. Arizona transaction privilege tax shall not be considered for evaluation.

2.3.10 Disclosure.

If the Offeror has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offer shall set forth the name and address of the governmental unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.

2.3.11 Unit Price Prevails.

In the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.

2.3.12 Delivery.

Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all freight, delivery and unloading at the destination(s).

2.3.13 Federal Immigration and Nationality Act.

By signing of the Offer, the Offeror warrants that both it and all proposed subcontractors are in compliance with federal immigration laws and regulation (FINA) relating to the immigration status of their employees. The State of Arizona may, at its sole discretion require evidence of compliance during the evaluation process. Should the State of Arizona request evidence of compliance, the Offeror shall have five days from receipt of the request to supply adequate information. Failure to comply with this instruction or failure to supply requested information within the timeframe specified shall result in the Offer not being considered for contract award.

2.3.14 Offshore Performance of Work Prohibited.

Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in the Offer.

2.4. Submission of Offer

2.4.1 Offer Submission, Due Date, and Time.

Offers in response to this solicitation shall be submitted within the Lead State's e- Procurement system, APP (<https://app.az.gov>). Offers shall be received before the date/time listed in the solicitation's 'Bid Due Date' field. Offers submitted outside of APP, or those that are received on or after the date/time stated in the 'Bid Opening Date' field, shall be rejected. Questions about the submission date and/or time shall be directed to the State of Arizona's Procurement Officer or to the APP Help Desk (app@azdoa.gov or 602.542.7600).

2.4.2 Offer Amendment or Withdrawal.

An Offer may not be amended or withdrawn after the offer due date and time except as otherwise provided under applicable law.

2.4.3 Electronic Submission of Offer.

order for it to be completely/properly received and evaluated. Prior review of the guides available via <https://app.az.gov> and on <https://spo.az.gov> "Vendor Resources" tab can be of assistance in understanding the electronic submission process.

2432 The Lead State (State of Arizona) accepts no responsibility for a prospective Offeror not receiving solicitation documents and/or revisions to the solicitation. It is the responsibility of the prospective Offeror to monitor their emails for such notices and to monitor APP (<https://app.az.gov>) to obtain RFP addenda or other information relating to the RFP.

2.4.4 Non-collusion, Employment, and Services.

By signing the Offer and Acceptance form or other official contract form, the Offeror certifies that:

2441 The Offeror did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and,

2442 The Offeror does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with applicable federal, state and local laws and executive orders regarding employment.

2.4.5 Waiver and Rejection Rights:

Notwithstanding any other provision of the Solicitation, the State reserves the right to:

2451 Waive any minor informality;

2452 Reject any and all Offers or portions thereof; or,

2453 Cancel the Solicitation. If the Lead State (State of Arizona) determines such action to be in the collective best interests of Participating States, this solicitation may be canceled at any time, up until the time of award of the Master Agreement(s).

2.4.6 A responsive, responsible Offeror shall submit the following:

2461 Offer and Acceptance. Offers shall include a signed Offer and Acceptance form. The Offer and Acceptance form shall be signed with a signature by the person authorized to sign the Offer, and shall be submitted in the State of Arizona's eProcurement system with the Offer no later than the Solicitation due date and time. Failure to return an Offer and Acceptance form will result in rejection of the Offer.

2462 Acknowledgement of Solicitation Amendments. Offeror shall acknowledge Solicitation Amendments electronically in APP

(<https://app.az.gov>) no later than the Offer due date and time. Failure to acknowledge all/any Solicitation Amendments may result in rejection of the Offer.

2.4.6.2.1 Alternately to the electronic acknowledgement in APP, the Offeror can attach a counter-signed copy of each Amendment in APP as part of their Offer.

2463 Offer Forms: Offerors shall include all Offer Forms in part 3 of the solicitation, completed accurately, in the format provided and according to the instructions. Failure to follow Offer Form instructions will result in rejection of Offer.

2.5. References and Experience

The Offeror agrees that by submitting an Offer, the State of Arizona or its designated agent may contact any entities listed in the Offer or any entities known to have a previous business relationship with the Offeror for the purpose of obtaining references relative to past performance and verifying experience or other information submitted with the Offer. In addition, by submitting an Offer, the Offeror is agreeing to give permission to the entity to provide information and the Offeror will take whatever action is necessary to facilitate, encourage or authorized the release of information, if necessary, the Offeror shall sign a release to obtain information.

2.6 Responsibility

In accordance with A.R.S. §41-2534(G), A.A.C. R2-7-C312 and R2-7-C316, the State of Arizona shall consider, at a minimum, the following in determining Offeror's responsibility, as well, as the Offeror's responsiveness and acceptability for contract award.

2.6.1 Whether the Offeror has had a contract within the last five (5) years that was terminated for cause due to breach or similar failure to comply with the terms of the contract;

2.6.2 Whether the Offeror's record of performance includes factual evidence of failure to satisfy the terms of the Offeror's agreements with any party to a contract. Factual evidence may consist of documented vendor performance reports, customer complaints and/or negative references;

2.6.3 Whether the Offeror is legally qualified to contract with the State of Arizona and the Offeror's financial, business, personnel, or other resources, including subcontractors;

2.6.3.1 Legally qualified includes if the vendor or if key personnel have been debarred, suspended or otherwise lawfully

prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.

- 2.6.4 Whether the Offeror promptly supplied all requested information concerning its responsibility;
- 2.6.5 Whether the Offer was sufficient to permit evaluation by the State of Arizona, in accordance with the evaluation criteria identified in this Solicitation or other necessary offer components. Necessary offer components include: attachments, documents or forms to be submitted with the offer, an indication of the intent to be bound, reasonable or acceptable approach to perform the Scope of Work, signed Solicitation Amendments, references to include experience verification, adequacy of financial/business/personal or other resources to include a performance bond and stability including subcontractors and any other data specifically requested in the Solicitation;
- 2.6.6 Whether the Offer was in conformance with the requirements contained in the Scope of Work, Terms and Conditions, and Instructions for the Solicitation and its Amendments, including the documents incorporated by reference;
- 2.6.7 Whether the Offer limits the rights of the State;
- 2.6.8 Whether the Offer includes or is subject to unreasonable conditions, to include conditions upon the State of Arizona or necessary for successful Contract performance. The State of Arizona shall be the sole determiner as to the reasonableness of a condition;
- 2.6.9 Whether the Offer materially changes the contents set forth in the Solicitation, which includes the Scope of Work, Terms and Conditions, or Instructions; and,
- 2.6.10 Whether the Offeror provides misleading or inaccurate information.

2.7. Responsiveness and Acceptability

Proposals that do not contain information sufficient to evaluate the proposal in accordance with the factors identified in the solicitation or other necessary proposal components may not be considered responsive and/or acceptable. Necessary components include an indication of the Offeror's intent to be bound, price proposal, solicitation amendments, bond and reference data as required.

2.8. Opening

Proposals received by the correct time and date will be opened and the name of

each Offeror will be publicly available through the State of Arizona's eProcurement system (<https://app.az.gov>). Proposals will not be available on the eProcurement system until after contract award.

2.9. Offer Acceptance Period

Responses to this RFP, including proposed costs, will be considered firm for one hundred and eighty (180) days after the proposal due date and time.

2.10. Clarifications

Upon receipt and opening of proposals submitted in response to this solicitation, the State may request oral or written clarifications, including demonstrations or questions and answers, for the sole purpose of information gathering or for eliminating minor informalities or correcting nonjudgmental mistakes in proposals. Clarifications shall not otherwise afford Offerors the opportunity to alter or change their proposal.

2.11 Oral Presentations

The State of Arizona may request oral presentations. If requested, the Offeror shall be available for oral presentations with no more than ten (10) business days' advance notice. Participants in the oral presentations should include the Offeror's key persons. Such oral presentations shall not otherwise afford an Offeror the opportunity to alter or change its Offer.

2.12. Evaluation

In accordance with the Arizona Procurement code A.R.S. § 41-2534, awards shall be made to the responsible Offeror(s) whose proposal is determined in writing to be the most advantageous to the State based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance:

1. Capacity of Offeror, Years of Experience
2. Method of Approach
3. Cost

Exceptions to the Terms and Conditions, may impact an Offeror's susceptibility for award.

2.13 Discussions

In accordance with A.R.S. § 41-2534, after the initial receipt of proposals, the State may conduct discussions with those Offerors who submit proposals determined by the State to be reasonably susceptible of being selected for award.

2.14. Best and Final Offer (BAFO)

If discussions are conducted, the State of Arizona shall issue a written request for Best and Final Offers (BAFO's). The request shall set forth the date, time and place

for the submission of BAFO's. BAFO's shall be requested only once; unless, the State of Arizona makes a determination that it is advantageous to conduct further discussions.

2.15 Contract Award

Award of a contract will be made to the most responsive and responsible Offeror(s), by category, whose proposal is determined to be the most advantageous to the State of Arizona based on the evaluation criteria set forth in the solicitation.

2.15.1 Number of Types of Awards.

2.15.1.1 Each State reserves the right to enter into a single Participating Addendum (PA) or enter into multiple PAs, whichever is most advantageous to the Participating State.

2.15.2 Contract Inception. An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the State of Arizona's Procurement Officer's signature on the Offer and Acceptance form. A notice of award or of the intent to award shall not constitute acceptance of the Offer.

2.16 Public Record

All Proposals submitted in response to this Request for Proposal shall become the property of the State of Arizona and shall become a matter of Public Record available for review and must be retained by the State of Arizona for six years. Offers shall be open and available to public inspection through the State of Arizona's eProcurement system after Contract award, except for such Offers deemed to be confidential by the State of Arizona.

2.17 Protests

A protest shall comply with and be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9 and rules adopted thereunder. Protests shall be in writing and be filed with both the State of Arizona's Procurement Officer of the purchasing agency and with the State of Arizona's Procurement Administrator. A protest of a Solicitation shall be received by the State of Arizona's Procurement Officer before the Offer due date. A protest of a proposed award or of an award shall be filed within ten (10) days after the protester knows or should have known the basis of the protest. A protest shall include:

2.17.1 The name, address and telephone number of the protester;

2.17.2 The signature of the protester or its representative;

2.17.3 Identification of the purchasing agency and the Solicitation or Contract number;

- 2.17.4 A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and,
- 2.17.5 The form of relief requested.

Section 3: Scope of Work

Contractor shall provide equipment, services, and maintenance support to meet the mailing needs of the customer per the limitations of their award. The applicable product range will include, but not be limited to, software license and subscriptions, ultra-low volume equipment through equipment used in mailing production environments, including postage meter rental, accessories, supplies, and maintenance. All equipment and services offered must meet the approval of the USPS® if applicable.

3.2 Products

- 3.2.1 Any awarded contractor(s) shall also include, upon agency request, information on all environmental features of each item, including but not limited to: energy efficiency modes and their operation, double sided copying operations and double sided default programming, the extent to which any supplies and other packaging may qualify for recycling, re-manufacturing, and will provide the environmental and economic benefits of these features.
- 3.2.1.1. **Printers** – The only printers allowed for purchase through this solicitation are special printers sole use for which is tied to mailroom equipment. If a regular printer (e.g. an HP Printer) is able to be utilized in the same fashion, and function as the printer available from the Contractor, then the printer from the Contractor is not allowed. Allowable printers may be purchased with a mailroom equipment system or as a product replacement from a purchase from this or a previous Master Agreement.
- 3.2.1.2. **Computers** - The only computers allowed for purchase through this Master Agreement are those computers dedicated to mailroom equipment and operations.
- 3213 **Furniture** - Furniture is being awarded within each category as well as being classified as an independent category. The furniture that is applicable to the independent furniture category is furniture that is specific to mailrooms but not specific to the mail equipment category. E.g. Case work or mobile mail cart etc. The furniture section within each category is relevant to furniture that would be considered specific to the Mailing Equipment with which they are compatible.
- 3214 **Accessories** – All accessories, including tablets and scanners, shall be relevant to the functioning of a mailroom. If there is any concern over a specific item being included in this category, said items will be submitted to the Lead State Contract Administrator for a decision. The Lead State Contract Administrator's decision is the final determination as to whether an item is included in the Scope of any Master Agreement.

- 321.5 **Trade In/Buy Back** - Contractor shall provide a Trade in /Buy Back program to help ensure Participating Entity has the best options to meet their needs. This program is required; however, it is at the sole option of the Participating Entity to utilize this program.
- 321.6 All equipment identified as EnergyStar compliant shall be delivered and installed with the Energy Star or similar power management features enabled.

3.3. Remanufactured Equipment

- 3.3.1 A Contractor may offer Remanufactured or Refurbished Equipment that is certified by the Manufacturer. All Remanufactured or Refurbished Equipment will be clearly labeled as Remanufactured equipment. Pricing will be based on a quote and on an Individual Case Basis (ICB). Pricing must not exceed prices listed in approved price book at the time of purchase. All quotes will also provide the fixed annual maintenance rate for years 2-5. Remanufactured equipment shall come with a 1 year all-inclusive as new-warranty and the Offeror shall be able to provide maintenance for years 2-5 that includes all service, labor, software maintenance, and parts. If for any reason a Contractor is not able to provide maintenance (including parts), the Contractor(s) will provide, entirely at their expense, a replacement piece of equipment and/or software. Any replacement items shall have the equal or greater performance and functionality along with the maintenance for the equipment for the duration of the original five (5) year maintenance period (including maintenance on the replacement equipment) at no additional charge. All other requirements of the Master Agreement continue to apply.

3.4. Shipping and Delivery

- 3.4.1 Shipping is to be FOB destination, inside to the contiguous 48 states, Washington DC and point of exportation for Alaska, Hawaii, Puerto Rico, and territories for shipments outside the 48 contiguous states. The point of exportation location must be agreed to, in writing, by the vendor and the Participating Entity. At that point, shipping terms, charges and conditions should be negotiated with the end-user. These Participating Entities must be notified in advance of any possible shipping charges and mutually agreed to in writing before any purchase or lease is allowed.
- The Contractor(s) shall furnish equipment within twenty (20) business days after receipt of order, or a delivery time mutually agreed upon, in writing, between the Participating Entity and the Contractor. The Contractor shall notify the Participating Entity in advance of delivery of equipment so that the Participating Entity can make necessary arrangements. Delivery of start-up supplies shall be made upon or before delivery of equipment. Delivery shall be made in accordance with instructions (time and quantities ordered) from the

Participating Entity as detailed on the Purchase Order. All deliveries shall be accompanied with a Bill of Lading containing the Purchase Order number, the items ordered, the Master Agreement numbers, (both the Master Agreement number and the Participating Entities number) pricing and any special instructions. If there is a discrepancy between the Purchase Order and what is listed on the Master Agreement, it is the Contractor's obligation to seek clarification from the Participating Entity.

All deliveries and installation work shall be performed during regular working hours, defined as 7:00 A.M. to 6:00 P.M. Monday through Friday. Changes may be granted with written approval of the Participating Entity. Any delivery required to be performed outside regular working hours or on Saturdays, Sundays or legal holidays, as may be reasonably required consistent with contractual obligations, and if agreeable to both the Contractor and the Participating Entity, shall be agreed to in writing by both parties.

The Contractor shall be responsible for the delivery of equipment in first class condition at the point of assembly, and in accordance with good commercial practices. The Contractor shall also be responsible for the removing of all debris associated with the purchase from the premises.

- Packing for shipment shall be provided to adequately protect the product and ensure safe shipment.
- Shipping cases shall be marked to indicate the name of the Contractor/Manufacturer's name and address of receiving Participating Entity, Purchase Order number, and Contract number (both the Master Agreement number and the Participating Entities number).

Participating Entities are authorized to order and the Contractor is authorized to ship only those items approved and awarded under the Master Agreement. If any items other than those awarded in the applicable Master Agreement and not eliminated in the PA negotiation process have been ordered and delivered, the Participating Entity shall take any steps necessary to have the items returned to the Contractor. Contractor shall issue full credit upon return of item(s). Violation may result in administrative actions including, but not be limited to termination of the Participating Addendum or the Master Agreement.

3.4 Training & Support Services

- 3.4.1 Upon delivery and installation of specified equipment, the Contractor shall provide training to personnel designated by the Participating Entity. Operational Training must be provided to the designated personnel until the personnel are able to operate the

equipment independently. The amount of training is determined by the complexity of the equipment purchased, rented or leased by the Participating Entity. Installed product and system training shall be included in the price. Contractor shall provide additional training at the Participating Entity's request throughout the life of the equipment. All training will be performed on the Participating Entity's sites, via remote or electronic delivery. Site required training will be at no additional charge if the equipment is either under warranty or an active maintenance plan. Upon the mutual agreement of both parties, additional training outside of initial installation will be at the participating entity's expense. Contractor will be responsible for the cost of all travel, lodging and food; no charges will be passed on to the Participating Entity.

The Contractor must agree to maintain a toll-free technical support telephone line. The telephone line shall be accessible to Participating Entity personnel who need to obtain competent technical assistance regarding the installation or operation of the Contractor's equipment. The toll-free support line shall be available during regular working hours, defined as 7:00 A.M. to 6:00 P.M. local time Monday through Friday.

3.5 Instruction Manuals

- 3.5.1 Instruction manuals shall be included at no cost for each piece of equipment that is purchased or rented. The instruction manual shall contain, but not be limited to:
- Glossary
 - A section defining the capabilities of the equipment (specifications)
 - A general section describing the technical operation of the equipment
 - A section describing the installation and use criteria of the equipment
 - A section on the primary points of contact for sales, training and maintenance/service
 - All manuals and instruction shall be in the English language

3.6 Technology Advancements

New equipment and technologies may be considered for the possible implementation as long as they are in consonance with USPS rules and guidelines. New equipment and technologies may be offered to the Lead State, twice annually for review and approval. New products are added at the discretion of the Lead State.

3.7 Software purchases or subscriptions

Software acquired under this Master Agreement shall be specific to the needs of mail operations. Purchase order shall reference a manufacturer's most recent release or version of the product unless the Participating Entity specifically requests in writing a different version. As a minimum, software licenses shall provide license rights as prescribed in section 20 of the NASPO ValuePoint Master Agreement Terms and Conditions in Section 6 of this RFP. Software rights other than as proposed shall be negotiated and agreed to by the Participating Entity as defined in the Participating Addendum.

- 3.7.1 In addition to the services directly associated with the receipt of product under this Scope, the Contractor(s) will provide services related to the selection, purchase and management of distributed software, these services include, but are not limited to:
 - 3.7.1.1 Assemble, Production Equipment Only
 - 3.7.1.2 Software Installation/Integration
 - 3.7.1.3 Design, Production Equipment only
 - 3.7.1.4 Maintenance, Annual and Time and Material
 - 3.7.1.5 Legacy Maintenance
 - 3.7.1.6 Lease/Rental/Purchase Options

3.8. Equipment Performance

- 3.8.1 Equipment at each individual location shall maintain, at all times a 95% or better uptime. Downtime shall be computed from the time the Contractor representative is notified of equipment failure until the equipment is fully operational. Equipment that does not meet the performance standard of 95% for a two (2) consecutive month period or for three (3) months in a rolling twelve (12) month period shall be replaced by the Contractor with equal or better equipment. It is understood and accepted that equipment failure may not be attributed to the use of recycled paper and/or recycled/remanufactured supplies, as long as those products meet the specifications set by the USPS.

- 3.8.2 *Repair or Replacement of Unsatisfactory Equipment.*

The Contractor shall grant a credit for any equipment which fails to perform at the effectiveness level defined in section 3.8.1. The credit shall be equivalent to the percentage of down time experienced within that month.

The Contractor may elect to replace a defective component in Production Equipment. The Participating Entity shall notify the Contractor in writing if the repair does not resolve the issue. This written notification will act as a cure letter allowing fifteen (15) days to have resolution plan in place.

During the warranty period, unsatisfactory equipment performance will require an even exchange of equipment of equal or greater performance at no additional cost.

After the warranty period, the credit value shall be the amount paid at the time of purchase.

If equipment or software is not functional after 60 days of delivery, the Purchasing Entity may return for full refund or cancel any rental or lease agreement with no fees or charges of any kind.

3.9. Maintenance on Purchased Equipment

3.9.1 This Master Agreement recognizes two (2) categories of maintenance, Preventive maintenance and Repair Service which is covered by the Service Level Agreement. The Contractor must have the resources, distribution capabilities, inventory of parts, consumable supplies, and staff to meet the requirements of the Master Agreement. Contractor or Contractor's Authorized Dealers/Partners shall maintain replacement parts to ensure minimum downtime. Pricing shall include all maintenance including, but not limited to, all parts, labor and time, and preventative maintenance services at the levels specified for each piece of equipment. The Contractor must offer a full service maintenance contract for all equipment placed. However, the Participating Entity shall have the option of not entering into a maintenance/service contract on purchased equipment, but choose to utilize the Time and Materials option. On-site service shall be available on an immediate need service call basis. Preventive scheduled maintenance is based on the equipment requirements by the Manufacturer. These shall include, cleaning, lubrication, parts replacement and necessary adjustments. Maintenance on any equipment purchased under the Master Agreement must be available for five years.

- Contractor /Authorized Dealer shall provide and maintain a toll-free number, an email address and a fax number for Maintenance and Repair Service.

3.9.2 If a Contractor is called due to non-performance of a system, and the Contractor arrives and determines that the issue is with an excluded item and not their product, they will notify the Purchasing Entity. If the equipment is under a maintenance agreement or in the initial one-year warranty time frame, there will be no cost to the Purchasing Entity for the diagnostic call. If the equipment is not under warranty or a maintenance plan the Contractor may charge their hourly contracted rate.

3.10 Service Level Agreements

3.10.1 All Service Level Agreements shall meet the following requirements:

3.10.1.1 Two (2) hour response time (acknowledgement) to all written or oral notices of a service requirement due to

- an equipment stoppage or malfunction.
- 3.10.12 A factory trained service technician, shall be on site before close business or within 4 hours at the start of the next business day.
- 3.10.13 Any Purchasing Entities that require a 24hr/7 days per week maintenance agreement will be negotiated during the PA process.
- 3.10.14 All parts that require maintenance by a service technician are to be included and considered part of the service repair plan. Failed/defective parts shall be replaced at no additional charge to the Participating Entity.
- 3.10.15 Consumable supplies shall be billed separately.
- 3.10.16 If the equipment includes licensed software, the Contractor shall provide software support.
- 3.10.17 Contractor shall maintain a service log for each piece of equipment at each location. Service log shall be available for Participating entity to review.
- 3.10.18 The Contractor shall supply loaner equipment at equal or greater functionality, at no additional charge, for any inoperable equipment exceeding three (3) business days from time of diagnosis. The Contractor may offer, in lieu of loaner equipment, to provide production or alternative services during the period of repair. This shall be mutually agreed upon in writing beforehand.

3.11 Legacy Maintenance

- 3.11.1 The Contractor shall provide maintenance on legacy devices already sold to a Participating Entity. Pricing will be provided on an Individual Case Basis (ICB), through a quote process.
- 3.11.2 The Contractor must have the resources, distribution capabilities, inventory of parts, consumable supplies and staff to meet the requirements of any Master Agreement. Legacy maintenance pricing shall include but not be limited to all parts, labor and time at the levels specified for each piece of equipment that has previously been purchased from the Manufacturer. The Participating Entity shall have the option of not entering into a maintenance/service contract on purchased equipment, but choose to utilize the Time and Materials option. On-site service is to be available on both an immediate need service call basis, and as needed for preventive maintenance. Preventive maintenance shall be based on the needs of the individual equipment as determined by the manufacturer. This shall include cleaning, lubrication, necessary adjustments, and replacement of unserviceable parts. Maintenance shall be available for equipment that is up to 10 years old from date of purchase.

3.12 Design and Software Consulting Services

Design layout services must be provided at no cost by the Contractor, with the exception of production environment equipment and software consulting services. The total number of hours/days required for services must be agreed to in writing before any design services or software consulting services are initiated. The Contractor shall only charge for actuals costs incurred.

3.13 Installation/Integration

- 3.13.1 All equipment prices shall include installation, with the exception of integrating software solutions and Production Equipment. Contractor may charge the contracted rate for integrating software and Production equipment installation. The total number of hours/days needed shall be agreed to, in writing, before any Installation or, Integration services may be initiated. The Contractor shall charge only for actual costs incurred.
- 3.13.2 If a Contractor needs to utilize special Rigging (e.g. a crane) where the Participating Entity does not have an elevator accessible for moving the equipment, they may charge the hourly Installation /Integration rate. However, all “rigging” charges shall be mutually agreed to, in writing, before work begins.
- 3.13.3 Contractor shall affix a label or a decal to the equipment at the time of installation showing warranty period by dates, and the name, address, and telephone number of the Contractor responsible for warranty service of the equipment.
- 3.13.4 The Contractor and the participating entity shall, prior to purchase, review the installation location to ensure the proposed location meets the manufacturer's installation criteria. If special installation is required, the Contractor and Participating Entity shall agree in writing, to the total cost of the installation based on the hourly/daily rates provided within the Master Agreement. Should the proposed installation location not meet established installation criteria, the Contractor and the Participating Entity may attempt to locate an alternate mutually agreeable location for the equipment.

3.14 Software Maintenance.

Maintenance shall be available for all software licenses purchased. Software maintenance shall include all software updates, patches and new releases/versions and shall be available to all Participating Entities. It is the Contractor's responsibility to communicate all updates, patches, and new releases/versions to all end users. No additional fee shall be charged for installation of the upgrades. The Contractor shall be responsible for Postage Scale software licensing.

3.15 Equipment Leasing.

Participating Entities may enter into lease agreements for the products covered in the Master Agreement. Responders who wish to participate in lease agreements with these individual states/entities must submit copies of all of their lease agreements with their response to this RFP. The lease agreements will not be reviewed or evaluated as part of the RFP evaluation process. The agreements will simply be made available to any state or entity who wishes to negotiate a lease agreement with a Contractor. Any additional Terms and Conditions submitted that are specifically for Equipment Leasing will not become part of the Master Agreement, but the negotiated Lease T&C's will be made part of the PA.

3.16 Equipment Rental.

Individual Participating States and Participating Entities may enter into rental agreements for the products covered in the Master Agreements resulting from the RFP, if they have the legal authority to enter into these types of agreements. Responders who wish to participate in rental agreements with these individual Participating Entities must submit copies of all of their pertinent rental agreements with their responses to this RFP. No additional Terms and Conditions shall apply to any rental agreements. The rental agreements will not be reviewed or evaluated as part of the evaluation process. The agreements will simply be made available to any state or entity who wishes to negotiate a rental agreement with a Contractor. Any additional Terms and Conditions submitted that are specifically for Equipment Rental will not become part of the Master Agreement, but the negotiated Rental T&C's will be made part of the PA.

3.17 Customer Service and Representation

- 3.17.1 *Dedicated Representation and Timely Response.* Contractor shall provide a dedicated representative for each Participating Entity. The Contractor shall submit a list of all Subcontractors by State. The list shall include the name of the dealer, the contact name, title, phone number, physical address, and email address. The Participating Entity shall have sole discretion as to which of the Subcontractors they choose to utilize. The Representative will provide an individual for quote assistance, equipment, services and support recommendations, track and report on equipment lease/rental renewal deadlines, and serve as a contact point for the Participating Entity. Contractor and Authorized Dealers must commit to returning phone calls or responding to emails within two business days.
- 3.17.2 *Problem Escalation.* Contractor must provide an incident escalation path for each Participating Entity, providing on that Participating Entity's website, the name, contact information, and role of individuals to whom problems should be escalated if the problems are not resolved by primary contact with both the Contractor and Authorized Dealer/Partner.
- 3.17.3 *Contract Reviews.* The Contractor shall attend an annual meeting with Lead State Contract Administrator and sourcing team to review

usage and discuss any issues that are occurring, if requested. The Contractor shall meet more often if the Lead State Contract Administrator deems necessary. The Contractor shall conduct a customer satisfaction survey and detailed issues encountered during the previous six-month term. The Contractor shall be prepared to discuss overall effectiveness of contract, total sales, potential cost savings opportunities when could be passed through to the Participating Entities. In a renewal year, the annual review will take place prior to contract extensions. The Lead State Contractor Administrator shall schedule the meeting with the Contractor.

3.18 Price

Pricing shall be a discount off of MSRP list price, with the following exceptions:

1. Maintenance shall be priced based on a Time and Material basis (hourly rate), Design (For Production Equipment only),
2. Installation (Production Equipment only), and Software Consulting Services shall be provided on an hourly/daily rate basis.

Contractor shall submit catalog within 15 days of notice of award. Catalog will include MSRP prices, SKU#, and final contract price. Contractor may propose new products within the category on an annual basis; approval will be at the discretion of the Lead State.

Individual Participating Addendum (PA) may use the Master Agreement pricing as a base and may negotiate an adjusted rate. Any negotiated PA rates, exclusive of taxes or any individual state's administrative fee, shall not exceed the Master Agreement rates. As requested by Purchasing Entity, for example on a high volume single order, Contractor may negotiate to reduce cost for the Participating Entity. Firm individual order quotes shall be provided to Purchasing Entity prior to order submittal. All quotes for purchase, rental or lease shall contain enough detail to easily validate pricing contained within the Master Agreement.

- 3.18.1 *Telephone or Email Quote Support.* Contractor/Authorized Dealer shall accept requests for quotes by telephone, fax, and email. Contractor /Authorized Dealer shall provide and maintain a toll-free number for Purchasing Entity to use. Contractor shall provide an email address for receipt of requests for price quotes. The Contractor must provide written quotes by fax, email or online as requested by the Participating Entity.
- 3.18.2 *Timely Quotes.* Contractor/Authorized Dealer agrees to provide quotes in a timely fashion. Expected response should be within 24 hours but no more than three business days after receiving all of the pertinent information.
- 3.18.3 *Guaranteed 90 Day Quote.* Contractor is required to honor all quotes for 90 calendar days.

- 3.18.4 *Sales Promotion.* The Contractor may conduct sales promotions involving specific products for specified time periods. The promotion should include: the product, the promotional price as compared to the original price and the start and end dates of the sales promotion. The contractor shall maintain a record of all sales promotions and make it available upon request.
- 3.18.5 *Extra-contractual Products and Services Prohibited.* Products and services not awarded in this contract are prohibited from being offered.

3.19 Product Categories

Postage Meter Rental (to include Legacy Postage Meters)

- Digital postage meter must have display that provides date, piece-count, postage used, and postage unused.
- Must be refillable by phone and/or electronically that may be placed on a master account or paid by a purchase card.
- Must imprint postage from \$0.01 to \$99.99.
- No administrative fees for postage meter refills.
- Rental renewal available annually.
- No automatic renewals shall be allowed on this contract.
- No penalties for early rental termination.

Mailing Systems. Ultra Low Volume

- Digital or IBI (Information Based Indicia) Operation to conform with all USPS® requirements.

-
- Manual Feed.
 - Must meter, date envelopes.
 - Handles mail envelopes from 3½" x 5" to 12" x 15".
 - Interfaces with postage scales.
 - Must include locking key or security feature.
 - Must imprint postage from \$0.01 to \$99.99.
 - Must have replaceable ink cartridge.
 - Must have wet or dry tape system for oversize packages.

Mailing Equipment. Mailing Systems. Low Volume

- Digital or IBI (Information Based Indicia) Operation to conform with all USPS® requirements.
- Minimum feed speed of 30 pieces/minute.
- Must meter, date, and seal envelopes.
- Handles standard mail envelopes from 3½" x 5" to 12" x 15".
- Interfaces with postage scales.
- Must include locking key or security feature.

- Must imprint postage from \$0.01 to \$99.99.
- Must have replaceable ink cartridge.
- Must have wet or dry tape system for oversize packages.

Mailing Equipment, Mailing Systems, Medium Volume

- Digital or IBI (Information Based Indicia) Operation to conform with USPS® requirements.
- Minimum feed speed of 45 pieces/minute.
- Must meter, date, and seal envelopes.
- Handles letter mail and large envelopes up to 3/8" thick and 7-1/2" wide.
- Interfaces with postage scales up to 100 lbs.
- Includes tape dispenser for parcel.
- Must imprint postage from \$0.01 to \$99.99.
- Must include locking key or security feature.
- Must have replaceable ink cartridge.
- To include water reservoir with water level indicator.
- Must have sealed and non-sealed modes.

Mailing Systems, High Volume

- Digital or IBI (Information Based Indicia) Operation to conform with USPS® requirements.
- Minimum feed speed of 200 pieces/minute.
- Must meter, date, and seal envelopes.
- Handles letter mail and large envelopes from 3"x 5" to 13" x 13".
- Interfaces with postage scales up to 100lbs.
- Includes Tape Dispenser for parcel.
- Must imprint postage from \$0.01 to \$99.99.
- Must include locking key or security feature.
- Must have replaceable ink cartridge.
- To include water reservoir with water level indicator.
- Must have sealed and non-sealed modes.

Mailing System, Production

- Digital or IBI Operation to conform with USPS® requirements.
- Minimum feed speed of 300+ pieces/minute.
- Must meter, date, and seal envelopes.
- Handles letter mail and large envelopes from 3"x 5" to 13" x 13".
- Interfaces with postage scales up to 100 lbs.
- Includes Tape Dispenser for parcel.
- Must imprint postage from \$0.01 to \$99.99.
- Must include locking key or security feature.
- Must have replaceable ink cartridge.
- To include water reservoir with water level indicator.
- Must have sealed and non-sealed modes.

Integrated Postal Scales

- Capable of Interfacing with Postage Meter.
- Includes variety of rates including: Standard, First Class, Priority Mail, Certified Mail, Return Receipt Registered, C.O.D., Insured, Registered, Bulk Rates, etc.
- Includes keyboard graphics, operator prompts and menu selections.
- Special Carrier Rates.
- Capable of weighing to a 32nd of an oz., displaying in increments of 0.5 oz.
- Must electronically set postage meter by the touch of one button.
- Must include postal rate changes at no additional cost throughout the lease or maintenance contract.

Letter Openers. Low Volume

- Includes Feeder and Stacker, Variable Trim Control.
- Processing speed up to 10,000 pieces per hour Minimum.
- Self-Sharpening trim blade adjusts to allow for narrow or wide cut.
- Includes Tray that collects 80 #10 opened envelopes and trimmings

Letter Openers. High Volume

- Includes Feeder and Stacker, Variable Trim Control.
- Processing speed over 20,000 pieces per hour Minimum.
- Self-Sharpening trim blade adjusts to allow for narrow or wide cut.
- Includes Tray that collects 150 opened envelopes and trimmings.

Letter Folders. Low Volume

- Automatic.
- Folds up to 10,000 sheets per hour minimum.
- Completes Standard or Custom folds. •
- Handles at a minimum paper from 3-1/8" x 4" x 9-1/2" x 14".

Letter Folders. High Volume

- Automatic.
- Folds more than 20,000 sheets per hour minimum.
- Completes Standard or Custom folds.
- Handles at a minimum paper from 3-1/8" x 4" x 12" x 18".
- Able to process Multiple Folds.

Inserters. Production

- Processes up to 5,500 sheets per hour minimum.
- Feeds, collates, folds, and, inserts material into envelopes.
- Jobs can be pre-programmed.

Folder/Inserters. Low volume

- Automatic.
- Completes Standard or Custom folds.
- Handles paper from 3-1/8" x 4" x 9-1/2" x 14".
- Processes up to 1,500 sheets per hour minimum.
- Feeds, collates, folds, and, inserts material into envelopes.
- Jobs can be pre-programmed.

Folders/Inserters. Medium Volume

- Automatic.
- Completes Standard or Custom folds.
- Handles paper from 3-1/8" x 4" x 9-1/2" x 14".
- Processes up from 1501 – 4,999 sheets per hour minimum.
- Feeds, collates, folds, and, inserts material into envelopes.
- Jobs can be pre-programmed.

Folders/Inserters. High Volume

- Automatic.
- Completes Standard or Custom folds.
- Handles paper from 3-1/8" x 4" x 9-1/2" x 14".
- Processes up to 5,000 – 9,999 sheets per hour minimum.
- Feeds, collates, folds, and, inserts material into envelopes.
- Jobs can be pre-programmed.

Folders/Inserters. Production

- Automatic.
- Completes Standard or Custom folds.
- Handles paper from 3-1/8" x 4" x 9-1/2" x 14".
- Processes over 10,000 sheets per hour minimum.
- Feeds, collates, folds, and, inserts material into envelopes.
- Jobs can be pre-programmed.

Envelope Mail Labeler. Low Volume

- Label Speed: up to 5,000 # 10 envelopes per hour.
- Applies permanent (peel off) labels ranging in size from 1" to 4" high and maximum backing strip of 6".
- Adjustable label positioning from side-to-side and top-to-bottom of document.
- Motor driven take-up reel for label backing and control for adjusting for different types of labels and backing.
- Includes digital counter.

Envelope Mail Labeler. Medium Volume

- Label Speed: up to 10,000 # 10 envelopes per hour.
- Applies permanent (peel off) labels ranging in size from 1" to 4" high and maximum backing strip of 6".
- Adjustable label positioning from side-to-side and top-to-bottom of document.

- Motor driven take-up reel for label backing and control for adjusting for different types of labels and backing.
- Includes digital counter.

Envelope Mail Labeler, High Volume

- Label Speed: up to 15,000 # 10 envelopes per hour.
- Applies permanent (peel off) labels ranging in size from 1" to 4" high and maximum backing strip of 6".
- Adjustable label positioning from side-to-side and top-to-bottom of document.
- Motor driven take-up reel for label backing and control for adjusting for different types of labels and backing.
- Includes digital counter.

Envelope Mail Labeler, Production

- Label Speed: up to 25,000 # 10 envelopes per hour.
- Applies permanent (peel off) labels ranging in size from 1" to 4" high and maximum backing strip of 6".
- Adjustable label positioning from side-to-side and top-to-bottom of document.
- Motor driven take-up reel for label backing and control for adjusting for different types of labels and backing.
- Includes digital counter.

Envelope Addressing System, Ink Jet, Low Volume

- Label Speed: up to 2,500 # 10 envelopes per hour.
- Applies address information directly to envelopes.
- Adjustable printing positioning from side-to-side and top-to-bottom of document.
- Adjustable print resolution.
- Scalable fonts.
- Interface with Windows based software.
- Includes digital counter.

Envelope Addressing System, Ink Jet, Medium Volume

- Label Speed: up to 5,000 # 10 envelopes per hour.
- Applies address information directly to envelopes.
- Adjustable printing positioning from side-to-side and top-to-bottom of document.
- Adjustable print resolution.
- Interface with Windows based software.
- Includes digital counter.

Envelope Addressing System, Ink Jet, High Volume

- Label Speed: up to 24,999 # 10 envelopes per hour.
- Applies address information directly to envelopes.
- Adjustable printing positioning from side-to-side and top-to-bottom of document.

- Adjustable print resolution.
- Multiple print heads.
- Movable print heads.
- Print USPS Bar Codes.
- Scalable fonts.
- Interface with Windows based software.
- Includes digital counter.

Envelope Addressing System. Ink Jet. Production

- Label Speed: over 25,000 # 10 envelopes per hour.
- Applies address information directly to envelopes.
- Adjustable printing positioning from side-to-side and top-to-bottom of document.
- Adjustable print resolution.
- Multiple print heads.
- Movable print heads.
- Scalable fonts.
- Print USPS Bar Codes.
- Interface with Windows based software.
- Includes digital counter.

Tabbers. Low Volume

- Complies with all USPS® regulations.
- Single-tab speeds up to 15,000/Hr.
- Multiple tabbing options (paper, clear translucent with or without perforation etc.).
- Easy Programming and Set up.
- Automatic size adjusting (accepts various tab sizes).
- Accepts various types and sizes of media.

Tabbers. Medium Volume

- Complies with all USPS® regulations.
- Single-tab speeds from 15,001 - 22,000/Hr.
- Multiple tabbing options (paper, clear translucent with or without perforation etc.).
- Easy Programming and Set up.
- Automatic size adjusting (accepts various tab sizes).
- Accepts various types and sizes of media.

Tabbers. High Volume

- Complies with all USPS® regulations.
- Single-tab speeds greater than 22,001/Hr. – 50,000/Hr.
- Multiple tabbing options (paper, clear translucent with or without perforation etc.).
- Easy Programming and Set up.
- Accepts various types and sizes of media.

Tabbers. Production

- Complies with all USPS® regulations.
- Single-tab speeds greater than 50,000/Hr.
- Multiple tabbing options (paper, clear translucent with or without perforation etc.).
- Easy Programming and Set up.
- Accepts various types and sizes of media.

Check Imprinting/Endorsing

- Minimum monthly volume of 25,000.
- Utilize both cut sheet and continuous style documents.
- Able to provide a variety of options with regards to signatures, date stamps, seals and logos on various locations on the document.
- Counters that can be reset and non-reset for audit purposes.
- Offers both tri-color and ultraviolet ink roll options.

Pressure Sealing. Production

- Creates a single piece mailer from a full range of stock or custom forms.
- Creates a single piece mailer with a continuous seal formed to assure security and confidentiality.
- Must be able to detect when “double documents” are processed.
- Must be able to detect document jams during production.
- Shall have emergency shut off/safety devise.

Bursting Equipment. Production

- Able to burst cut sheet.
- Able to burst at the perforation.
- Stack sequentially and continuous multipart documents.
- Burst at the horizontal perforations.
- Burst various locations of perforations.

Pre-sorting Equipment. Production

- Minimum monthly volume of 100,000.
- Ability to sort various sizes of envelopes, flats and packages.
- Multiple Station.
- Various rates of speed.
- Ability to process the entire range of USPS.

Extractors

- Processes up to 3000 pieces per hour.
- One, Two, or, Three Sided Opening.
- Includes counting and monitoring system that counts pieces processed.
- Capable of processing various sizes of intermixed mail up to and including #11 envelopes, heights to 5-1/4”.

Mailing Furniture (specific to a category)

- Mailroom furniture shall be appropriate for the mailroom category being it is being offered in.
- Mailroom work tables, pedestals, bins etc. must be constructed of wood, steel or plastic bases with steel, laminate or wood tops that can support the daily use and weight of mailroom product and equipment.
- Only furniture specifically related to the category/group of equipment may be purchased under this category.

Mailing Furniture (general)

- Mailroom furniture shall not be specific to a piece of equipment or a category/group.
- Mailroom free standing mail sorter tables, case works, mail carts etc. must be constructed of wood, steel or plastic bases with steel, laminate or wood tops that can support the dialing use and weight of mailroom activity.

Accessories

- Mailroom accessories must be appropriate for a mailroom operation.
- All accessories related to equipment configurations must be identified in the equipment catalogs with the associated percentage % discount(s) off the manufacturer's suggested retail price.

Software, License and Subscription

- Commercial off-the-shelf (COTS) and customized mailroom related software utilized by mailing equipment (e.g. tracking software or accounting software) and purchased/leased on either a monthly or annual basis.
- All software must be specifically utilized only for mailing equipment operations.
- Includes licensing, software maintenance, technical support and updates.
- All installations will be performed by the Contracted Supplier.
- Updates shall be performed by Contracted Supplier or user.

Software Integration

- Consulting services provided by Contractor that includes but not limited to the process of bringing together applications into one system to ensure the applications function together as a whole for mailing room operations functionality.

Training

- *Additional* training services as specified in Section 3.4.1.

Supplies /Consumables

- All Supplies/Consumables needed to operate the mailing device or equipment.
- Regular paper is not included in this category.
- Labels for addressing and other mailroom purposes are included.

Design, Production Only

- Billable only for Production equipment.
- Total hours/days with total fee will be agreed to in writing from both parties before any work will begin.
- All other Design work is included in the cost of the mailing equipment.

Assembly/Installation. Production Only

- Billable only for Production equipment.
- Total hours/days with total fee will be agreed to in writing from both parties before any work will begin.
- All other Installation work is included in the cost of the mailing equipment.

Equipment Leasing

- See section 3.15.

Equipment Rental

- See section 3.16.

Equipment Relocations Services

- Equipment Relocation Services include: dismantling, packing, transporting and re-installing equipment at the Client Agency's request. No additional charges shall be incurred for fuel or tolls. Awarded contractors may charge for device moves. Such charges must be in the format listed below according to the distance from the original placement:

Move Zone	Distance from the Original Device Placement	Allowable Charge Format
Zone 1	100 Yards or less; or within the same Building	No Charge Allowed
Zone 2	Between Zone 1 and 50 miles	Flat Fee
Zone 3	Outside of Zone 2	Per mile fee

Section 4: NASPO ValuePoint Master Agreement Statement of Compliance

4.1. NASPO ValuePoint Master Agreement(s) resulting from this RFP will constitute the final agreement except for negotiated terms and conditions specific to a Participating Entity's Participating Addendum.

The Master Agreement will include, but not be limited to, the NASPO ValuePoint Standard Terms and Conditions in Section 6 and Lead State specific terms and conditions required to execute a master agreement, the statement of work, Section 3 and selected portions of the Offeror's Proposal.

This section highlights particular terms and conditions of NASPO ValuePoint Master Agreement Terms and Conditions, although Offerors will be bound to all the terms and conditions when executing a Master Agreement as shown in section 6. Offerors must include a statement in their Proposal that they have read and understand all of the terms and conditions as shown in the Master Agreement (section 6).

4.1.a Insurance

To be eligible for award, the Offeror agrees to acquire insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state at the prescribed levels set forth in Section 21 of the NASPO ValuePoint Master Agreement Terms and Conditions. Describe your insurance or plans to obtain insurance satisfying the requirements in Section 21.

4.1.b NASPO ValuePoint Administrative Fee and Reporting Requirements

To be eligible for award, the Offeror agrees to pay a NASPO ValuePoint administrative fee as specified in Paragraph 6 of Section 6 of the NASPO ValuePoint Master Agreement Terms and Conditions. Moreover, specific summary and detailed usage reporting requirements are prescribed in paragraph 7 of NASPO ValuePoint Master Agreement Terms and Conditions.

Offerors shall identify the person responsible for providing the mandatory usage reports. This information must be kept current during the contract period. Contractor will be required to provide reporting contact within 15 days of Master Agreement execution.

4.2 Lead State Terms and Conditions.

Refer to Section 7 for the Lead State Special Terms and Conditions that apply to this solicitation and the resulting Master Agreements

Section 5: Price and Cost Proposal

Cost proposal must be submitted to the Lead State as a separate document in Offerors Proposal. **Do not embed cost proposal in the technical proposal response.**

Offeror shall provide detailed costs for all costs associated with the responsibilities and related services, per Attachment 4.

Cost for the NASPO ValuePoint Master Agreements shall be based on the following:

Offeror must submit cost, prices and rates as required by (Pricing and Pricing Scenario Workbooks attached in APP within the Attachments Tab), Cost Sheets. Prices and rates shall include all anticipated charges, including but not limited to, freight and delivery, cost of materials and product, travel expenses, transaction fees, overhead, profits, and other costs or expenses incidental to the Offeror's performance.

The Lead State is exempt from federal excise taxes and no payment will be made for any taxes levied on the Offeror's or any Subcontractor's employee's wages. The Lead State will pay for any applicable Lead State or local sales or use taxes on the products provided or the services rendered. If required by Lead State, Taxes shall be included as a separate line item on an Offeror's invoice. The tax rules with respect to other Participating Entities may vary and are expected to be addressed in the Participating Amendments.



Section 6: NASPO VALUEPOINT MASTER AGREEMENT TERMS AND CONDITIONS

I. Definitions

- 1.1 **Acceptance** means acceptance of goods and services as set forth in Section IX of this Master Agreement.
- 1.2 **Contractor** means a party to this Master Agreement, whether a person or entity, that delivers goods or performs services under the terms set forth in this Master Agreement.
- 1.3 **Embedded Software** means one or more software applications which permanently reside on a computing device.
- 1.4 **Intellectual Property** means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.
- 1.5 **Lead State** means the State centrally administering any resulting Master Agreement(s) who is a party to this Master Agreement.
- 1.6 **Master Agreement** means the underlying agreement executed by and between the Lead State, acting in cooperation with NASPO ValuePoint, and the Contractor, as now or hereafter amended.
- 1.7 **NASPO ValuePoint** is a division of the National Association of State Procurement Officials ("NASPO"), a 501(c)(3) limited liability company. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports, as well as other contract administration functions as assigned by the Lead State.
- 1.8 **Order or Purchase Order** means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products.
- 1.9 **Participating Addendum** means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any additional Participating Entity-specific language or other requirements (e.g., ordering procedures specific to the Participating Entity, entity-specific terms and conditions, etc.).
- 1.10 **Participating Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states properly authorized to enter into a Participating Addendum, that has executed a Participating Addendum.
- 1.11 **Participating State** means a state that has executed a Participating Addendum or has indicated an intent to execute a Participating Addendum.
- 1.12 **Product or Products and Services** means any equipment, software (including embedded software), documentation, service, or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Product includes goods and services.

- 1.13 Purchasing Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

II. Term of Master Agreement

- 2.1 Initial Term.** The initial term of this Master Agreement is for one (1) year. The term of this Master Agreement may be amended beyond the initial term for four (4) additional years at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance.
- 2.2 Amendment Limitations.** The terms of this Master Agreement will not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written agreement of the Lead State and Contractor.
- 2.3 Amendment Term.** The term of the Master Agreement may be amended past the initial term and stated renewal periods for a reasonable period if in the judgment of the Lead State a follow-on competitive procurement will be unavoidably delayed (despite good faith efforts) beyond the planned date of execution of the follow-on master agreement. This subsection will not be deemed to limit the authority of a Lead State under its state law to otherwise negotiate contract extensions.

III. Order of Precedence

- 3.1 Order.** Any Order placed under this Master Agreement will consist of the following documents:
- 3.1.1** A Participating Entity's Participating Addendum ("PA");
 - 3.1.2** NASPO ValuePoint Master Agreement, including all attachments thereto;
 - 3.1.3** A Purchase Order or Scope of Work/Specifications issued against the Master Agreement;
 - 3.1.4** The Solicitation or, if separately executed after award, the Lead State's bilateral agreement that integrates applicable provisions;
 - 3.1.5** Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.
- 3.2 Conflict.** These documents will be read to be consistent and complementary. Any conflict among these documents will be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.
- 3.3 Participating Addenda.** Participating Addenda will not be construed to diminish, modify, or otherwise derogate any provisions in this Master Agreement between the Lead State and Contractor. Participating Addenda will not include a term of agreement that exceeds the term of the Master Agreement.

IV. Participants and Scope

- 4.1 Requirement for a Participating Addendum.** Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed.
- 4.2 Applicability of Master Agreement.** NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented

or amended by a Participating Addendum, subject to Section III. For the purposes of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g., purchase order or contract) used by the Purchasing Entity to place the Order.

- 4.3 Authorized Use.** Use of specific NASPO ValuePoint Master Agreements by state agencies, political subdivisions and other Participating Entities is subject to applicable state law and the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.
- 4.4 Obligated Entities.** Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Participating Entities incur no financial obligations on behalf of other Purchasing Entities.
- 4.5 Notice of Participating Addendum.** Contractor shall email a fully executed PDF copy of each Participating Addendum to pa@naspovaluepoint.org to support documentation of participation and posting in appropriate databases.
- 4.6 Eligibility for a Participating Addendum.** Eligible entities who are not states may under some circumstances sign their own Participating Addendum, subject to the consent of the Chief Procurement Official of the state where the entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists; the entity must ensure that they have the requisite procurement authority to execute a Participating Addendum.
- 4.7 Prohibition on Resale.** Subject to any specific conditions included in the solicitation or Contractor's proposal as accepted by the Lead State, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products purchased under this Master Agreement. Absent any such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products; sales of Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.
- 4.8 Individual Customers.** Except as may otherwise be agreed to by the Purchasing Entity and Contractor, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement and as the Participating Entity has in the Participating Addendum, including but not limited to any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.
- 4.9 Release of Information.** Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of information that pertains to the

potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan.

- 4.10 No Representations.** The Contractor shall not make any representations of NASPO ValuePoint, the Lead State, any Participating Entity, or any Purchasing Entity's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent.

V. NASPO ValuePoint Provisions

- 5.1 Applicability.** NASPO ValuePoint is not a party to the Master Agreement. The terms set forth in Section V are for the benefit of NASPO ValuePoint as a third-party beneficiary of this Master Agreement.

5.2 Administrative Fees

5.2.1 NASPO ValuePoint Fee. Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee must be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with a vendor's response to the Lead State's solicitation.

5.2.2 State Imposed Fees. Some states may require an additional fee be paid directly to the state on purchases made by Purchasing Entities within that state. For all such requests, the fee rate or amount, payment method and schedule for such reports and payments will be incorporated into the applicable Participating Addendum. Unless agreed to in writing by the state, Contractor may not adjust the Master Agreement pricing to include the state fee for purchases made by Purchasing Entities within the jurisdiction of the state. No such agreement will affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by Purchasing Entities outside the jurisdiction of the state requesting the additional fee.

5.3 NASPO ValuePoint Summary and Detailed Usage Reports

5.3.1 Summary Sales Data. The Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at <http://calculator.naspovaluepoint.org>. All sales made under this Master Agreement must be reported as cumulative totals by state. Contractor must submit a report for each quarter, including quarters during which a Contractor has no sales, in which case this will be indicated in the Reporting Tool. Reports must be submitted no later than thirty (30) days following the end of the calendar quarter (as specified in the reporting tool).

5.3.2 Detailed Sales Data. Contractor shall also report detailed sales data by: (1) state; (2) entity/customer type, e.g. local government, higher education, K12, non-profit; (3) Purchasing Entity name; (4) Purchasing Entity bill-to and ship-to locations; (4) Purchasing Entity and Contractor Purchase Order identifier/number(s); (5) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (6) Purchase Order date; (7) Ship Date; (8) and line item description, including product number if used. The report must be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports must be delivered to the Lead State and to the NASPO ValuePoint Cooperative Development Team electronically through a designated

portal or other method as determined by the Lead State and NASPO ValuePoint. Detailed sales data reports must include sales information for all sales under Participating Addenda executed under this Master Agreement.

5.3.3 Reporting on Personal Use. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the solicitation and the Participating Addendum. Report data for employees should be limited to ONLY the state and entity ((state and agency, city, county, school district, etc.) under whose authority the employee is purchasing Product for personal use and the amount of sales. No personal identification numbers (e.g., names, addresses, **social security numbers or any other numerical identifier**) may be submitted with any report.

5.3.4 Executive Summary. Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with and any Participating Addendum roll out or implementation activities and issues. NASPO ValuePoint Cooperative Development Coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due thirty (30) days after the conclusion of each calendar quarter.

5.3.5 Use of Data. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports will have exclusive ownership of the media containing the reports. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

5.4 NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review

5.4.1 Staff Education. Contractor shall work cooperatively with NASPO ValuePoint personnel. Contractor shall present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the master agreement and participating addendum process, and the manner in which eligible entities can participate in the Master Agreement.

5.4.2 Onboarding Plan. Upon request by NASPO ValuePoint, Contractor shall, as Participating Addendums are executed, provide plans to launch the program for the Participating Entity. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the scope and terms of the Master Agreement as available to the Participating Entity and eligible Purchasing Entities.

5.4.3 Annual Contract Performance Review. Contractor shall participate in an annual contract performance review with the Lead State and NASPO ValuePoint, which may at the discretion of the Lead State be held in person and which may include a discussion of marketing action plans, target strategies, marketing materials, Contractor reporting, and timeliness of payment of administration fees.

5.4.4 Use of NASPO ValuePoint Logo. The NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a separate logo use agreement is executed with NASPO ValuePoint.

5.4.5 Most Favored Customer. Contractor shall, within thirty (30) days of their effective date, to notify the Lead State and NASPO ValuePoint of any contractual most-favored-customer provisions in third-party contracts or agreements that may affect the promotion of this Master Agreements or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or Orders from this Master Agreement. Upon request

of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions.

- 5.5 Cancellation.** In consultation with NASPO ValuePoint, the Lead State may, in its discretion, cancel the Master Agreement or not exercise an option to renew, when utilization of Contractor's Master Agreement does not warrant further administration of the Master Agreement. The Lead State may also exercise its right to not renew the Master Agreement if vendor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. Cancellation based on nonuse or under-utilization will not occur sooner than [two years] after execution of the Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to cancel the Master Agreement or terminate for default subject to the terms herein. This subsection also does not limit any right of the Lead State to cancel the Master Agreement under applicable laws.
- 5.6 Canadian Participation.** Subject to the approval of Contractor, any Canadian provincial government or provincially funded entity in Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Nova Scotia, Ontario, Prince Edward Island, Quebec, or Saskatchewan, and territorial government or territorial government funded entity in the Northwest Territories, Nunavut, or Yukon, including municipalities, universities, community colleges, school boards, health authorities, housing authorities, agencies, boards, commissions, and crown corporations, may be eligible to use Contractor's Master Agreement.
- 5.7 Additional Agreement with NASPO.** Upon request by NASPO ValuePoint, awarded Contractor shall enter into a direct contractual relationship with NASPO ValuePoint related to Contractor's obligations to NASPO ValuePoint under the terms of the Master Agreement, the terms of which shall be the same or similar (and not less favorable) than the terms set forth in the Master Agreement.

VI. Pricing, Payment & Leasing

- 6.1 Pricing.** The prices contained in this Master Agreement or offered under this Master Agreement represent the not-to-exceed price to any Purchasing Entity.
- 6.1.1** All prices and rates must be guaranteed for the initial term of the Master Agreement.
- 6.1.2** Following the initial term of the Master Agreement, any request for a price or rate adjustment must be for an equal guarantee period and must be made at least 90 days prior to the effective date.
- 6.1.3** Requests for a price or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement will not be effective unless approved in writing by the Lead State.
- 6.1.4** No retroactive adjustments to prices or rates will be allowed.
- 6.2 Payment.** Unless otherwise agreed upon in a Participating Addendum or Order, Payment after Acceptance will be made within thirty (30) days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum or Order, or otherwise prescribed by applicable law. Payments will be remitted in the manner specified in the Participating Addendum or Order. Payments may be made via a purchasing card with no additional charge.
- 6.3 Leasing or Alternative Financing Methods.** The procurement and other applicable laws of some Purchasing Entities may permit the use of leasing or alternative financing methods for the acquisition of Products under this Master Agreement. Where the terms and conditions are not otherwise prescribed in an applicable Participating Addendum, the terms and conditions for

leasing or alternative financing methods are subject to negotiation between the Contractor and Purchasing Entity.

VII. Ordering

- 7.1 Order Numbers.** Master Agreement order and purchase order numbers must be clearly shown on all acknowledgments, packing slips, invoices, and on all correspondence.
- 7.2 Quotes.** Purchasing Entities may define entity-specific or project-specific requirements and informally compete the requirement among companies having a Master Agreement on an “as needed” basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity’s rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost, and other factors considered.
- 7.3 Applicable Rules.** Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities’ rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.
- 7.4 Required Documentation.** Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.
- 7.5 Term of Purchase.** Orders may be placed consistent with the terms of this Master Agreement and applicable Participating Addendum during the term of the Master Agreement and Participating Addendum.
 - 7.5.1** Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement.
 - 7.5.2** Notwithstanding the previous, Orders must also comply with the terms of the applicable Participating Addendum, which may further restrict the period during which Orders may be placed or delivered.
 - 7.5.3** Financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.
 - 7.5.4** Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor shall perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration, cancellation, or termination of this Master Agreement, or in any manner inconsistent with this Master Agreement’s terms.
 - 7.5.5** Orders for any separate indefinite quantity, task order, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.
- 7.6 Order Form Requirements.** All Orders pursuant to this Master Agreement, at a minimum, must include:
 - 7.6.1** The services or supplies being delivered;
 - 7.6.2** A shipping address and other delivery requirements, if any;
 - 7.6.3** A billing address;

- 7.6.4 Purchasing Entity contact information;
 - 7.6.5 Pricing consistent with this Master Agreement and applicable Participating Addendum and as may be adjusted by agreement of the Purchasing Entity and Contractor;
 - 7.6.6 A not-to-exceed total for the products or services being ordered; and
 - 7.6.7 The Master Agreement number or the applicable Participating Addendum number, provided the Participating Addendum references the Master Agreement number.
- 7.7 **Communication.** All communications concerning administration of Orders placed must be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.
- 7.8 **Contract Provisions for Orders Utilizing Federal Funds.** Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

VIII. Shipping and Delivery

- 8.1 **Shipping Terms.** All deliveries will be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor.
- 8.1.1 Notwithstanding the above, responsibility and liability for loss or damage will remain the Contractor's until final inspection and acceptance when responsibility will pass to the Purchasing Entity except as to latent defects, fraud, and Contractor's warranty obligations.
- 8.2 **Minimum Shipping.** The minimum shipment amount, if any, must be contained in the Master Agreement. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered will be shipped without charge.
- 8.3 **Inside Deliveries.** To the extent applicable, all deliveries will be "Inside Deliveries" as designated by a representative of the Purchasing Entity placing the Order. Inside Delivery refers to a delivery to a location other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the order form or Purchase Order. Costs to repair any damage to the building interior (e.g., scratched walls, damage to the freight elevator, etc.) caused by Contractor or Contractor's carrier will be the responsibility of the Contractor. Immediately upon becoming aware of such damage, Contractor shall notify the Purchasing Entity placing the Order.
- 8.4 **Packaging.** All products must be delivered in the manufacturer's standard package. Costs must include all packing and/or crating charges. Cases must be of durable construction, in good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton must be marked with the commodity, brand, quantity, item code number and the Purchasing Entity's Purchase Order number.

IX. Inspection and Acceptance

- 9.1 **Laws and Regulations.** Any and all Products offered and furnished must comply fully with all applicable Federal, State, and local laws and regulations.

- 9.2 Applicability.** Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section IX will apply. This section is not intended to limit rights and remedies under the applicable commercial code.
- 9.3 Inspection.** All Products are subject to inspection at reasonable times and places before Acceptance. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement.
- 9.3.1** Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the contractor of liability for material (nonconformity that substantially impairs value) latent or hidden defects subsequently revealed when goods are put to use.
- 9.3.2** Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked.
- 9.4 Failure to Conform.** If any services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect the reduced value of services performed.
- 9.5 Acceptance Testing.** Purchasing Entity may establish a process, in keeping with industry standards, to ascertaining whether the Product meets the standard of performance or specifications prior to Acceptance by the Purchasing Entity.
- 9.5.1** The Acceptance Testing period will be thirty (30) calendar days, unless otherwise specified, starting from the day after the Product is delivered or, if installed by Contractor, the day after the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing.
- 9.5.2** If the Product does not meet the standard of performance or specifications during the initial period of Acceptance Testing, Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met.
- 9.5.3** Upon rejection, the Contractor will have fifteen (15) calendar days to cure. If after the cure period, the Product still has not met the standard of performance or specifications, the Purchasing Entity may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand replacement Product from Contractor at no additional cost to Purchasing Entity; or, (c) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor.
- 9.5.4** Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section.
- 9.5.5** No Product will be deemed Accepted and no charges will be paid until the standard of performance or specification is met.

X. Warranty

- 10.1 Applicability.** Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section X will apply.
- 10.2 Warranty.** The Contractor warrants for a period of one year from the date of Acceptance that:
- (a) the Product performs according to all specific claims that the Contractor made in its response

to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the Purchasing Entity has relied on the Contractor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects.

- 10.3 Breach of Warranty.** Upon breach of the warranty set forth above, the Contractor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made.
- 10.4 Rights Reserved.** The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.
- 10.5 Warranty Period Start Date.** The warranty period will begin upon Acceptance, as set forth in Section IX.

XI. Product Title

- 11.1 Conveyance of Title.** Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests.
- 11.2 Embedded Software.** Transfer of title to the Product must include an irrevocable and perpetual license to use any Embedded Software in the Product. If Purchasing Entity subsequently transfers title of the Product to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license will be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.
- 11.3 License of Pre-Existing Intellectual Property.** Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, irrevocable, license to use, publish, translate, reproduce, transfer with any sale of tangible media or Product, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The Contractor shall be responsible for ensuring that this license is consistent with any third-party rights in the Pre-existing Intellectual Property.

XII. Indemnification

- 12.1 General Indemnification.** The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees, from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to tangible property arising from any act, error, or omission of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to performance under this Master Agreement.
- 12.2 Intellectual Property Indemnification.** The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, Purchasing Entities, along with their officers and employees ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use infringes Intellectual Property rights of another person or entity ("Intellectual Property Claim").

- 12.2.1** The Contractor's obligations under this section will not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:
- 12.2.1.1** provided by the Contractor or the Contractor's subsidiaries or affiliates;
 - 12.2.1.2** specified by the Contractor to work with the Product;
 - 12.2.1.3** reasonably required to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or
 - 12.2.1.4** reasonably expected to be used in combination with the Product.
- 12.2.2** The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of the Intellectual Property Claim. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible.
- 12.2.3** The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of the Intellectual Property Claim and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim.
- 12.2.4** Unless otherwise set forth herein, Section 12.2 is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

XIII. Insurance

- 13.1 Term.** Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. A Participating Entity may negotiate alternative Insurance requirements in their Participating Addendum.
- 13.2 Class.** Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.
- 13.3 Coverage.** Coverage must be written on an occurrence basis. The minimum acceptable limits will be as indicated below:
- 13.3.1** Contractor shall maintain Commercial General Liability insurance covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence and \$2 million general aggregate;
 - 13.3.2** Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

- 13.4 Notice of Cancellation.** Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within five (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.
- 13.5 Notice of Endorsement.** Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) provides that written notice of cancellation will be delivered in accordance with the policy provisions, and (2) provides that the Contractor's liability insurance policy will be primary, with any liability insurance of any Participating State as secondary and noncontributory.
- 13.6 Participating Entities.** Contractor shall provide to Participating States and Participating Entities the same insurance obligations and documentation as those specified in Section XIII, except the endorsement is provided to the applicable Participating State or Participating Entity.
- 13.7 Furnishing of Certificates.** Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance will be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.
- 13.8 Disclaimer.** Insurance coverage and limits will not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

XIV. General Provisions

14.1 Records Administration and Audit

- 14.1.1** The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as will adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right will survive for a period of six (6) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Master Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.
- 14.1.2** Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or underpayment of fees found as a result of the examination of the Contractor's records.
- 14.1.3** The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement that requires the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

14.2 Confidentiality, Non-Disclosure, and Injunctive Relief

- 14.2.1 Confidentiality.** Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients.
- 14.2.1.1** Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information").
- 14.2.1.2** Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information.
- 14.2.1.3** Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity; or (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.
- 14.2.2 Non-Disclosure.** Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement.
- 14.2.2.1** Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information.
- 14.2.2.2** Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person.
- 14.2.2.3** Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn

over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information.

14.2.2.4 Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits, and evidence of the performance of this Master Agreement.

14.2.3 Injunctive Relief. Contractor acknowledges that Contractor's breach of Section 14.2 would cause irreparable injury to the Purchasing Entity that cannot be inadequately compensated in monetary damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

14.2.4 Purchasing Entity Law. These provisions will be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

14.2.5 NASPO ValuePoint. The rights granted to Purchasing Entities and Contractor's obligations under this section will also extend to NASPO ValuePoint's Confidential Information, including but not limited to Participating Addenda, Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line-item descriptions and volumes, and prices/rates. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to this Master Agreement. To the extent permitted by law, Contractor shall notify the Lead State of the identify of any entity seeking access to the Confidential Information described in this subsection.

14.2.6 Public Information. This Master Agreement and all related documents are subject to disclosure pursuant to the Lead State's public information laws.

14.3 Assignment/Subcontracts

14.3.1 Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.

14.3.2 The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties, to NASPO ValuePoint and other third parties.

14.4 Changes in Contractor Representation. The Contractor must, within ten (10) calendar days, notify the Lead State in writing of any changes in the Contractor's key administrative personnel managing the Master Agreement. The Lead State reserves the right to approve or reject changes in key personnel, as identified in the Contractor's proposal. The Contractor shall propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

14.5 Independent Contractor. Contractor is an independent contractor. Contractor has no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and shall not hold itself out as agent except as expressly set forth herein or as expressly set forth in an applicable Participating Addendum or Order.

14.6 Cancellation. Unless otherwise set forth herein, this Master Agreement may be canceled by either party upon sixty (60) days' written notice prior to the effective date of the cancellation.

Further, any Participating Entity may cancel its participation upon thirty (30) days' written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision will not affect the rights and obligations attending Orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit. Cancellation of the Master Agreement due to Contractor default may be immediate.

- 14.7 Force Majeure.** Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, unusually severe weather, other acts of God, or acts of war which are beyond that party's reasonable control. The Lead State may terminate this Master Agreement upon determining such delay or default will reasonably prevent successful performance of the Master Agreement.

14.8 Defaults and Remedies

14.8.1 The occurrence of any of the following events will be an event of default under this Master Agreement:

- 14.8.1.1** Nonperformance of contractual requirements;
- 14.8.1.2** A material breach of any term or condition of this Master Agreement;
- 14.8.1.3** Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading;
- 14.8.1.4** Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
- 14.8.1.5** Any default specified in another section of this Master Agreement.

14.8.2 Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of fifteen (15) calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure will not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.

14.8.3 If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:

- 14.8.3.1** Any remedy provided by law;
- 14.8.3.2** Termination of this Master Agreement and any related Contracts or portions thereof;
- 14.8.3.3** Assessment of liquidated damages as provided in this Master Agreement;
- 14.8.3.4** Suspension of Contractor from being able to respond to future bid solicitations;

14.8.3.5 Suspension of Contractor's performance; and

14.8.3.6 Withholding of payment until the default is remedied.

14.8.4 Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and shall have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in an Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions will be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

14.9 Waiver of Breach. Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies will not operate as a waiver under this Master Agreement, any Participating Addendum, or any Purchase Order. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order will not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, any Participating Addendum, or any Purchase Order.

14.10 Debarment. The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in public procurement or contracting by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

14.11 No Waiver of Sovereign Immunity

14.11.1 In no event will this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

14.11.2 This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

14.12 Governing Law and Venue

14.12.1 The procurement, evaluation, and award of the Master Agreement will be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award will be governed by the law of the state serving as Lead State. The construction and effect of any Participating Addendum or Order against the Master

Agreement will be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's state.

14.12.2 Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the state serving as Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement will be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum will be in the Purchasing Entity's state.

14.12.3 If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; a Participating State if a named party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

14.13 Assignment of Antitrust Rights. Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

Section 7: Lead State (State of Arizona) Terms and Conditions

7.1 State of Arizona Special terms and Conditions

A. Purpose

Pursuant to provisions of the Arizona Procurement Code, A.R.S. §§ 41-2501 *et seq.*, the State of Arizona intends to establish a Contract (Participating Addendum, PA) for the materials or services as listed herein on service to the State.

B. Licenses

Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of a business conducted by the contractor.

C. Volume of Work

The State does not guarantee a specific amount of work either for the life of the Contract or on an annual basis.

D. Key Personnel

It is essential that the contractor provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The contractor must assign specific individuals to the key positions.

1. The Contractor agrees that, once assigned to work under this Contract, key personnel shall not be removed or replaced without written notice to the State.
2. Key personnel who are not available for work under this Contract for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the contractor shall immediately notify the State and shall subject to the concurrence of the State, replace such personnel of substantially equal ability and qualifications.

E. Price or Rate Adjustment

Any price or rate adjustment shall be within the confines of the awarded contract, or as negotiated in service to this Contract. Any price or rate adjustment requested must not exceed the Producers Price Index (PPI) by Industry: Other Commercial and Service Industry Machinery Manufacturing: Mailing, Letter Handling, and Addressing Machines, Except Parts and Attachments, Series ID: PCU3333183333183A at time of requested adjustment. Any negotiated price adjustments for this Contract shall be documented via a bilateral Contract Amendment.

F. Information Disclosure

The Contractor shall establish and maintain procedures and controls that are acceptable to the State for the purpose of assuring that no information contained in its records or obtained from the state or from others in carrying out its functions under the contract shall be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the State. The Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the State.

G. Employees of the Contractor

All employees of the Contractor employed in the performance of work under the Contract shall be considered employees of the Contractor at all times, and not employees of the State. The Contractor shall comply with the Social Security Act, Workman's Compensation laws and Unemployment laws of the State of Arizona and all State, local and Federal legislation relevant to the Contractor's business.

H. Warranty

All services supplied under this Contract shall be fully guaranteed by the Contractor for a minimum period of ninety (90) days from the date of acceptance by the State. Any defects of design, workmanship, or delivered materials that would result in non-compliance shall be fully corrected by the Contractor without cost to the State.

I. Non-Exclusive Contract

Any Contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the State of Arizona. The State reserves the right to obtain like goods or services from another source when necessary, or when determined to be in the best interest of the State.

1. Method of Assessment:

At the completion of each quarter, the contractor reviews all sales under their contract in preparation for submission of their Usage Report. The contractor identifies all sales receipts transacted by members of the State Purchasing Cooperative and assesses one percent (1.0%) of this amount in their Usage Report. An updated list of State Purchasing Cooperative members may be found at: <https://spo.az.gov/state-purchasing-cooperative>. At its option, the State may expand or narrow the applicability of this fee. The State shall provide thirty (30) written notice prior to exercising or changing this option. The contractor shall summarize all sales, along with all assessed Administrative Fee amounts within their Usage Report, including total amounts for the following:

- Total sales receipts from State agencies, boards and commissions;
- Total sales receipts from members of the State Purchasing Cooperative; and
- Total Administrative Fee amount based on one percent (1.0%) of the sales receipts from members of the State Purchasing Cooperative.

2. Submission of Reports and Fees:

Within thirty (30) days following the end of the quarter, the contractor submits their Usage Report and if applicable, a check in the amount of one percent (1%) of their sales receipts from members of the State Purchasing Cooperative, to the Department of Administration, State Procurement Office. Contractors are required to use the State's current report templates unless you have authorization from your contract officer to use a different format. You need to complete Form 799, which is a cover letter that gives the totals of your transactions; and Form 801, which is an Excel spreadsheet that details your transactions. Sales to state agencies and the cooperative members are to be totaled separately. The most current forms can be downloaded at <https://spo.az.gov/statewide-contracts-administrative-fee>.

4.1 The submission schedule for Administrative Fees and Usage reports shall be as follows:

FY Q1, July through September Due October 31
 FY Q2, October through December Due January 31
 FY Q3, January through March Due by April 30
 FY Q4, April through June Due by July 31

2.2 Usage Reports and any questions are to be submitted by email to the state's designated usage report email address: usage@azdoa.gov

3. Administrative Fee

The Administrative Fee shall be a part of the Contractor's unit prices and is not to be charged directly to the customer in the form of a separate line item. Statewide contracts shall not have separate prices for State Agency customers and State Purchasing Cooperative customers.

4. Contractor's failure to remit administrative fees

Contractor's failure to remit administrative fees in a timely manner consistent with the contract's requirements may result in the State exercising any recourse available under the contract or as provided for by law.

J. Compensation

Should the Contractor fail to provide all required services or deliver work products, as agreed upon by State and the Contractor, the State shall be entitled to invoke applicable remedies, including but not limited to, withholding payment to the Contractor and declaring the Contractor in material breach of the Contract. If the Contractor is in any manner in default of any obligation or the Contractor's work or performance is determined by the State to be defective, sub-standard, or if audit exceptions are identified, the State may, in addition to other available remedies, either adjust the amount of payment or withhold payment until satisfactory resolution of the default, defect, exception or sub-standard performance. The Contractor shall reimburse the State on demand, or the State may deduct from future payments, any amounts paid for work products or performance which are determined to be an audit exception, defective or sub-standard performance. The Contractor shall correct its mistakes or errors without additional cost to the State. The State shall be the sole determiner as to defective or sub-standard performance.

The Contractor shall fulfill their contractual requirements including the Deliverables identified in the Statement of Work and fulfill the roles and responsibilities described in the Statement of Work for a firm fixed price, inclusive of travel and travel-related expenses. The fixed amount shall be inclusive of any fees for the use of any third party products or services required for use in the performance of this Contract.

K. Offshore Performance of Work Prohibited

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

L. Indemnification and Insurance

- 1.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, and any jurisdiction or agency issuing permits for any work included in the project, and their respective directors, officers, officials, agents and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, costs, losses, or expenses, (including reasonable attorney's fees), (hereinafter collectively referred to as "Claims") arising out of actual or alleged bodily injury or personal injury of any person (including death) or

loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of Contractor's directors, officers, agents, employees, volunteers or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all Claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. This indemnification will survive the termination of the above listed contract with the Contractor.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

1.2 Insurance Requirements

1.2.1 Contractor and subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

1.2.2 The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors, and the Contractor is free to purchase additional insurance.

1.3 Minimum Scope and Limits of Insurance

Contractor shall provide coverage with limits of liability not less than those stated below.

1.3.1 Commercial General Liability (CGL) – Occurrence Form Policy shall include bodily injury, property damage, and broad form contractual liability coverage.

General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Damage to Rented Premises	\$50,000
Each Occurrence	\$1,000,000

- a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor
- b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

1.3.2 Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract.

- ☐ Combined Single Limit (CSL) \$1,000,000

Policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.

- c. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

1.3.3 Workers' Compensation and Employers' Liability

- ☐ Workers' Compensation Statutory
- ☐ Employers' Liability
- ☐ Each Accident \$1,000,000
- ☐ Disease – Each Employee \$1,000,000
- ☐ Disease – Policy Limit \$1,000,000

- d. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- e. This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such Contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

1.3.4 Technology Errors & Omissions Insurance

☐ Each Claim	\$2,000,000
☐ Annual Aggregate	\$2,000,000

- f. Such insurance shall cover any, and all errors, omissions, or negligent acts in the delivery of products, services, and/or licensed programs under this contract.
- g. Coverage shall include or shall not exclude settlement and/or defense of claims involving intellectual property, including but not limited to patent or copyright infringement.
- h. In the event that the Tech E&O 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, either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years, beginning at the time work under this Contract is completed.

1.3.5 Media Liability Coverage

☐ Each Claim	\$2,000,000
☐ Annual Aggregate	\$2,000,000

- i. Such insurance shall cover any and all errors and omissions or negligent acts in the production of content, including but not limited to plagiarism, defamation, libel, slander, false advertising, invasion of privacy, and infringement of copyright, title, slogan, trademark, service mark and trade dress.
- j. In the event that the Media 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, either continuous coverage will be maintained, or an extended discovery period will be

exercised for a period of two (2) years beginning at the time work under this Contract is completed.

1.4 Additional Insurance Requirements

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

1.4.1 The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

1.4.2 Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract

1.5 Notice of Cancellation

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, Contractor must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Department and shall be mailed, emailed, hand delivered or sent by facsimile transmission to (State Representative's Name, Address & Fax Number).

1.6 Acceptability of Insurers

Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

1.7 Verification of Coverage

Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) as required by this Contract. An authorized representative of the insurer shall sign the certificates.

1.7.1 All certificates and endorsements, as required by this written agreement, are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

1.7.2 All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

1.8 Subcontractors

Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of this contract, proof from the Contractor that its subcontractors have the required coverage.

1.9 Approval and Modifications

The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

1.10 Exceptions

In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

P. Data Privacy/Security Incident Management

Contractor and its agents shall cooperate and collaborate with appropriate State personnel to identify and respond to an information security or data privacy incident, including a security breach.

1. Threat of Security Breach

Contractor(s) agrees to notify the State Chief Information Officer (CIO), the State Chief Information Security Officer (CISO) and other key personnel as identified by the State of any perceived threats placing the supported infrastructure and/or applications in danger of breach of security. The speed of notice shall be at least commensurate with the level of threat, as perceived by the Contractor(s). The State agrees to provide contact information for the State CIO, CISO and key personnel to the Contractor(s).

2. Discovery of Security Breach

Contractor agrees to immediately notify the State CIO, the CISO and key personnel as identified by the State of a discovered breach of security. The State agrees to provide contact information for the State CIO, the CISO and key personnel.

Q. Access Constraints and Requirements

Contractor access to State facilities and resources shall be properly authorized by State personnel, based on business need and will be restricted to least possible privilege. Upon approval of access privileges, the Contractor shall maintain strict adherence to all policies, standards, and procedures. Policies / Standards, ADOA/ASET Policies / Procedures, and Arizona Revised Statutes (A.R.S.) §28-447, §28-449, §38-421, §13-2408, §13-2316, §41-770.

Failure of the Contractor, its agents or subcontractors to comply with policies, standards, and procedures including any person who commits an unlawful breach or harmful access (physical or virtual) will be subject to prosecution under all applicable state and / or federal laws.

Any and all recovery or reconstruction costs or other liabilities associated with an unlawful breach or harmful access shall be paid by the Contractor.

R. Compliance Requirements for A.R.S. § 41-4401, Government Procurement: E-Verify Requirement

1. The Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.")
2. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the Contract and the

Contractor may be subject to penalties up to and including termination of the Contract.

3. Failure to comply with a State audit process to randomly verify the employment records of Contractors and subcontractors shall be deemed a material breach of the Contract and the Contractor may be subject to penalties up to and including termination of the Contract.
4. The State Agency retains the legal right to inspect the papers of any employee who works on the Contract to ensure that the Contractor or subcontractor is complying with the warranty under paragraph One(1).

7.2 State of Arizona Uniform Terms and Conditions

1. Definition of Terms

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

- 1.1. *"Attachment"* means any item the Solicitation requires the Offeror to submit as part of the Offer.
- 1.2. *"Contract"* means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement of Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
- 1.3. *"Contract Amendment"* means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- 1.4. *"Contractor"* means any person who has a Contract with the State.
- 1.5. *"Days"* means calendar days unless otherwise specified.
- 1.6. *"Exhibit"* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- 1.7. *"Gratuity"* means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- 1.8. *"Materials"* means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.

- 1.9. *“Procurement Officer”* means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
- 1.10. *“Services”* means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
- 1.11. *“Subcontract”* means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
- 1.12. *“State”* means the State of Arizona and Department or Agency of the State that executes the Contract.
- 1.13. *“State Fiscal Year”* means the period beginning with July 1 and ending June 30.

2. Contract Interpretation

- 2.1. Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
- 2.2. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 2.3. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
 - 2.3.1. Special Terms and Conditions;
 - 2.3.2. Uniform Terms and Conditions;
 - 2.3.3. Statement or Scope of Work;
 - 2.3.4. Specifications;
 - 2.3.5. Attachments;
 - 2.3.6. Exhibits;
 - 2.3.7. Documents referenced or included in the Solicitation.
- 2.4. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

- 2.5. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- 2.6. No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 2.7. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3. Contract Administration and Operation

- 3.1. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 3.2. Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 3.3. Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- 3.4. Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.

- 3.5. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized

Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.

- 3.6. Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- 3.7. Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.
- 3.8. Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.
- 3.9. Federal Immigration and Nationality Act. The contractor shall comply with all federal, state and local immigration laws and regulations relating

to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.

3.10 E-Verify Requirements. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.

3.11 Offshore Performance of Work Prohibited.

Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

4. Costs and Payments

4.1. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.

4.2. Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.

4.3. Applicable Taxes.

4.3.1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.

4.3.2. State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

- 4.3.3. Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
- 4.3.4. IRS W9 Form. In order to receive payment, the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.
- 4.4. Availability of Funds for the Next State fiscal year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of thisContract.
- 4.5. Availability of Funds for the current State fiscal year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:
 - 4.5.1. Accept a decrease in price offered by the contractor;
 - 4.5.2. Cancel the Contract; or
 - 4.5.3. Cancel the contract and re-solicit the requirements.

5. Contract Changes

- 5.1. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.
- 5.2. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's

proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

- 5.3. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

6. Risk and Liability

- 6.1. Risk of Loss: The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- 6.2. Indemnification
 - 6.2.1. Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.
 - 6.2.2. Public Agency Language Only Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers."
- 6.3. Indemnification - Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

6.4. Force Majeure.

6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

6.4.2. Force Majeure shall not include the following occurrences:

6.4.2.1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

6.4.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

6.4.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

6.4.4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

- 6.5. Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7. Warranties

- 7.1. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.
- 7.2. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:
- 7.2.1. Of a quality to pass without objection in the trade under the Contract description;
- 7.2.2. Fit for the intended purposes for which the materials are used;
- 7.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
- 7.2.4. Adequately contained, packaged and marked as the Contract may require; and
- 7.2.5. Conform to the written promises or affirmations of fact made by the Contractor.
- 7.3. Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- 7.4. Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.
- 7.5. Compliance with Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.
- 7.6. Survival of Rights and Obligations after Contract Expiration or Termination.
- 7.6.1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

7.6.2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8. State's Contractual Remedies

- 8.1. Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.
- 8.2. Stop Work Order.
 - 8.2.1. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
 - 8.2.2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- 8.3. Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.
- 8.4. Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its

rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

- 8.5. Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9. Contract Termination

- 9.1. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.
- 9.2. Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.
- 9.3. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.

- 9.4. Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State.

In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

- 9.5. Termination for Default.

9.5.1. In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

9.5.2. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

9.5.3. The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

- 9.6. Continuation of Performance through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10. Contract Claims

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11. Arbitration

The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. §12-1518, except as may be required by other applicable statutes (Title 41).

12. Comments Welcome

The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 201, Phoenix, Arizona, 85007.

STATE OF CALIFORNIA - ADDITIONAL TERMS

Terms and conditions listed below will be incorporated and made a part of California Participating Addenda. The State of California reserves the right to add additional terms and conditions to individual Participating Addenda.

A. Terms

- 1) General Provisions – Information Technology (GSPD-401IT) effective 9/5/2014. This document can be viewed on the [DGS Procurement Division website](https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Model-Contract-Language) (<https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Model-Contract-Language>).

B. Administrative Fee

Contractor shall submit a check, payable to the State of California, remitted to the Cooperative Agreement Unit for the calculated amount equal to 1.25% of the sales for the quarterly period.

Contractor must include the Participating Addendum Number on the check. Those checks submitted to the State without the Participating Addendum Number will be returned to Contractor for additional identifying information.

Administrative fee checks shall be submitted to:

State of California
Department of General Services, Procurement Division
Attention: Cooperative Agreement Payment Processing
707 3rd Street, 2nd Floor, MS 2-202
West Sacramento, CA 95605

The administrative fee shall not be included as an adjustment to Contractor's NASPO ValuePoint Master Agreement pricing.

The administrative fee shall not be invoiced or charged to the ordering agency.

Payment of the administrative fee is due irrespective of payment status on orders or service contracts from a purchasing entity.

Administrative fee checks are due for each quarter as follows:

Reporting Period	Due Date
January 1 to March 31	April 30
April 1 to June 30	July 31
July 1 to September 30	October 31
October 1 to December 31	January 31

Failure to meet administrative fee requirements and submit fees on a timely basis shall constitute grounds for suspension of the Participating Addendum.

INSERT PORTFOLIO TITLE HERE

Led by the State of **insert State**

Master Agreement #: **enter number** (hereinafter "Master Agreement")

Contractor: **enter NAME (Contractor)** (hereinafter "Contractor")

Participating State: **STATE OF HAWAII** (hereinafter "Participating State")

State of Hawaii, State Procurement Office (SPO) Price List Contract No. insert VL/PL No.

This Addendum will add the State of Hawaii as a Participating State to purchase from the NASPO ValuePoint Master Agreement Number **insert contract number** with **insert contractor name**.

1. Scope: This addendum covers the **[contract title]** led by the State of **[xxxxxx]** for use by state agencies and other entities located in the Participating State of Hawaii authorized by that State's statutes to utilize State contracts.
2. Participation: All jurisdictions located within the State of Hawaii, which have obtained prior written approval by its Chief Procurement Officer, will be allowed to purchase from the Master Agreement. Private nonprofit health or human services organizations with current purchase of service contracts governed by Hawaii Revised Statutes (HRS) chapter 103F are eligible to participate in the SPO price/vendor list contracts upon mutual agreement between the Contractor and the non-profit. (Each such participating jurisdiction and participating nonprofit is hereinafter referred to as a "Participating Entity"). Issues of interpretation and eligibility for participation are solely within the authority of the Administrator, State Procurement Office.
3. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Name
Address:	Address
Telephone:	Phone
Fax:	Fax
Email:	email

INSERT PORTFOLIO TITLE HERE

Led by the State of **insert State**

Participating State

Name:	Name of Purchasing Specialist
Address:	State Procurement Office 1151 Punchbowl Street, Room 416 Honolulu, HI 98613
Telephone:	Phone Number
Fax:	(808) 586-0540
Email:	Purchasing Specialist E-mail Address

4. Participating State Modifications or Additions to the Master Agreement: These modifications or additions apply only to actions and relationships within the Participating State and its Entities.

☒ The following changes are modifying or supplementing the Master Agreement terms and conditions.

Changes:

- A. Usage Reports. Contractor shall submit a quarterly gross sales report (including zero-dollar sales) in EXCEL to the contact person listed in the Participating Addendum, Paragraph 3 (or as amended) in accordance with the following schedule (or as requested):

<u>Quarter Ending</u>	<u>Report Due</u>
March 31	April 30
June 30	July 31
September 30	October 31
December 31	January 31

The report shall identify each transaction and include the following information:

Department/Agency Name
Date of Purchase
Product/Service Description
Quantity
Unit of Measure
Item No. Part Number (if applicable)
MSRP List Price
NASPO ValuePoint Contract Price

INSERT PORTFOLIO TITLE HERE

Led by the State of **insert State**

The quarterly report shall also include any adjustment from prior periods (i.e. exchanges and/or return).

- B. The validity of this Addendum, any of its terms or provisions, as well as the right and duties of the parties in this Addendum, shall be governed by the laws of the State of Hawaii. A copy of the Attorney General's General Conditions, which is made a part of this Addendum, can be found at <https://spo.hawaii.gov/wp-content/uploads/2017/12/AG-008-103D-1.pdf>. Any action at law or in equity to enforce or interpret the provisions of this Addendum shall be brought in a court of competent jurisdiction in Honolulu, Hawaii.
- C. Inspection of Facilities. Pursuant to HRS § 103D-316, the Participating State, at reasonable times, may inspect the part of the plant or place of business of the Contractor or any subcontractor that is related to the performance of a Master Agreement and this Addendum.
- D. Campaign Contributions. The Contractor is notified of the applicability of HRS § 11-355, which prohibits campaign contributions from Contractor during the term of the Addendum if the contractor is paid with funds appropriated by the Hawaii State Legislature.
- E. Purchases by State of Hawaii government entities under this Master Agreement is not mandatory. This Addendum is secondary and non-exclusive.
- F. The State of Hawaii's purchasing card (pCard) is required to be used by the State's executive departments/agencies (excluding the Department of Education, the Hawaii Health System Corporation, the Office of Hawaiian Affairs, and the University of Hawaii) for all orders totaling less than \$2,500. For purchases of \$2,500 or more, agencies may use the pCard, subject to its credit limit or issue a purchase order.
- G. Pursuant to HRS §103D-310(c), if Contractor is doing business in the Participating State, Contractor is required to comply with all laws governing entities doing business in the Participating State, including the following HRS chapters.
1. Chapter 237, General Excise Tax Law;
 2. Chapter 383, Hawaii Employment Security Law;
 3. Chapter 386, Workers' Compensation;
 4. Chapter 392, Temporary Disability Insurance;
 5. Chapter 393, Prepaid Health Care Act; and

A Certificate of Good Standing is required for entities doing business in the State.

The Hawaii Compliance Express (HCE) is utilized for verification of compliance. The SPO will conduct periodic checks to confirm Contractor's compliance on HCE throughout the term of the Addendum.

INSERT PORTFOLIO TITLE HERE

Led by the State of **insert State**

Alternatively, Contractors not utilizing HCE to demonstrate compliance shall provide paper certificates to the SPO as instructed below. All certificates must be valid on the date it is received by the SPO. All applications for applicable clearances are the responsibility of the Contractor.

HRS Chapter 237 tax clearance requirement. Pursuant to Section 103D-328, HRS, Contractor shall be required to submit a tax clearance certificate issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). The certificate shall have an original green certified copy stamp and shall be valid for six (6) months from the most recent approval stamp date on the certificate.

The Tax Clearance Application, Form A-6, and its completion and filing instructions, are available on the DOTAX website: <http://tax.hawaii.gov/forms/>.

HRS Chapters 383 (Unemployment Insurance), 386 (Workers' Compensation), 392 (Temporary Disability Insurance), and 393 (Prepaid Health Care) requirements. Pursuant to Section 103D-310(c) Contractor shall be required to submit a certificate of compliance issued by the Hawaii State Department of Labor and Industrial Relations (DLIR). The certificate is valid for six (6) months from the date of issue. A photocopy of the certificate is acceptable to the SPO.

The DLIR Form LIR#27 Application for Certificate of Compliance with Section 3-122-112, HAR, and its filing instructions are available on the DLIR website: <http://labor.hawaii.gov/forms/>.

Compliance with Section 103D-310(c), HRS, for an entity doing business in the State. Contractor shall be required to submit a Certificate of Good Standing (COGS) issued by the State of Hawaii Department of Commerce and Consumer Affairs (DCCA) – Business Registration Division (BREG). The Certificate is valid for six (6) months from date of issue. A photocopy of the certificate is acceptable to the SPO.

To obtain the Certificate, the Contractor must be registered with the BREG. A sole proprietorship is not required to register with the BREG and is therefore not required to submit the certificate.

For more information regarding online business registration and the COGS is available at <http://cca.hawaii.gov/breg/>.

- H. Effective Date and Contract Period. This Addendum is effective upon the date of execution by the Participating State and shall continue for the term set forth in the Master Agreement.

INSERT PORTFOLIO TITLE HERE

Led by the State of **insert State**

I. Licensing

Contractors must be properly licensed and capable of performing the Work as described in the Master Agreement, in accordance with the Professional and Vocational licensing laws of the state. Contractors under Participating Addendums must maintain any and all required licenses through the duration of the contract and Participating Addendum.

J. Insurance

The Contractor shall maintain in full force and effect during the life of this contract, liability and property damage insurance to protect the Contractor and his Subcontractors, if any, from claims for damages for personal injury, accidental death and property damage which may arise from operations under this contract, whether such operations be by the Contractor or by Subcontractor or anyone directly or indirectly employed by either of them. If any Subcontractor is involved, the insurance policy or policies shall name the Subcontractor as additional insured.

As an alternative to the Contractor providing insurance to cover operations performed by a Subcontractor and naming the Subcontractor as additional insured, the Contractor may require the Subcontractor to provide its own insurance, which meets the requirements herein. It is understood that a Subcontractor's insurance policy or policies are in addition to the Contractor's own policy or policies.

The following minimum insurance coverage(s) and limit(s) shall be provided by the Contractor, including its Subcontractor(s) where appropriate.

Coverage

Limits

Commercial General Liability (occurrence form)	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability	\$1,000,000 per accident
Professional Liability	\$1,000,000 per claim \$2,000,000 aggregate

Professional Liability shall be required from Contractors providing professional services requiring a license to conduct its business such as an engineer, architect, accountant, lawyer, information technology services etc. Use as applicable.

Cyber Liability covering claims and losses with respect to network, internet (Cloud) or other data disclosure risks (such as data breaches, releases of Confidential

INSERT PORTFOLIO TITLE HERE

Led by the State of **insert State**

Information, unauthorized access/use of information, and identity theft) within limits of not less than \$1,000,000 per claim and \$2,000,000 aggregate. – use as applicable

Each insurance policy required by this contract (with the exception of the Professional Liability policy-use as applicable), including a Subcontractor's policy, shall contain the following clauses:

A. "The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii."

B. "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."

A Waiver of Subrogation shall apply to the General Liability, Automobile Liability and Worker's Compensation insurance policies and shall be in favor of the State of Hawaii.

The Contractor agrees to deposit with the State of Hawaii certificate(s) of insurance necessary to satisfy the State that the insurance provisions of this Addendum and have been complied with and to keep such insurance in effect and the certificate(s) therefore on deposit with the State during the entire term of the price/vendor list and price/vendor list extensions, if any, including those of its Subcontractor(s), where appropriate. Upon request by the State, Contractor shall be responsible for furnishing a copy of the policy or policies.

Failure of the Contractor to provide and keep in force such insurance shall be regarded as material default, entitling the State to exercise any or all of the remedies provided in the contract and this RFP for a default by the Contractor.

The procuring of such required insurance shall not be construed to limit the Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this RFP. Notwithstanding said policy or policies of insurance, the Contractor shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this price list.

5. Lease Agreements: Leasing is not authorized by this Addendum. **Adjust as applicable.**

6. Subcontractors: All contactors, dealers, and resellers authorized in the State of **insert Lead State**, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement. Subcontractors are **(or are not)** allowed under this Addendum.

INSERT PORTFOLIO TITLE HERE

Led by the State of **insert State**

7. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

8. Freight Charges (unless otherwise stated in the master contract):

Prices proposed will be the delivered price to any state agency or political subdivision. All deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the Buyer except as to latent defects, fraud, and Contractor's warranty obligations. Any portion of a full order originally shipped without transportation charges (that failed to ship with the original order, thereby becoming back-ordered) will also be shipped without transportation charges.

9. Purchase Order and Payment Instructions:

All purchase orders issued by Participating Entities under this Addendum shall include the Participating State contract number: SPO Price List Contract No. **add number** and the NASPO ValuePoint Master Agreement Number **add number**.

Purchase Orders and Payments shall be made to add **contractor name** or authorized subcontractors, if any.

Invoices and Payment Instructions:

Contractor(s) shall forward original invoice(s), directly to the ordering agency. The GET or use tax and county surcharge may be added to the invoice as a separate line item and shall not exceed the current max pass-on tax rate(s) for each island.

County surcharges on state general excise (GE) tax or Use tax may be visibly passed on but is not required. For more information on county surcharges and the max pass-on tax rate, please visit the Department of Taxation's website at <http://tax.hawaii.gov/geninfo/countysurcharge>.

Pursuant to HRS § 103-10, Participating State and any agency of the Participating State or any county, shall have thirty (30) calendar days after receipt of invoice or satisfactory delivery of goods to make payment. Any interest for delinquent payment shall be as allowed by HRS § 103-10.

10. Participating Entity as Individual Customer:

Each Participating Entity shall be treated as an individual customer. Except to the extent modified by this Addendum, each Participating Entity will be responsible to follow the

INSERT PORTFOLIO TITLE HERE

Led by the State of **insert State**

terms and conditions of the Master Agreement; and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each Participating Entity will be responsible for its own charges, fees, and liabilities. Each Participating Entity will have the same rights to any indemnity or to recover any costs allowed in the Master Agreement for their purchases. The Contractor will apply the charges to each Participating Entity individually.

11. Entire Contract:

This Addendum, the Master Agreement, and the Attorney General's General Conditions, set forth the entire agreement, and all the conditions, understandings, promises, warranties and representations among the parties with respect to this Addendum and the Master Agreement, and supersedes any prior communications, representations or agreements whether, oral or written, with respect to the subject matter hereof.

Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum, the Master Agreement, and the Attorney General's General Conditions that are included in any purchase order or other document shall be void. The terms and conditions of this Addendum, the Master Agreement, and the Attorney General's General Conditions, shall govern in the case of any such inconsistent, contrary, or additional terms.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State: STATE OF HAWAII	Contractor:
Signature:	Signature:
Name: Bonnie Kahakui	Name:
Title: Acting Administrator, SPO	Title:
Date:	Date:

INSERT PORTFOLIO TITLE HERE

Led by the State of **insert State**

APPROVED AS TO FORM:

Deputy Attorney General

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Name
Telephone:	Phone
Email:	email

[Please email fully executed PDF copy of this document to

PA@naspovaluepoint.org

to support documentation of participation and posting in appropriate data bases.]

Cooperative Participation

State of Illinois Specific Terms and Conditions

1. This participating agreement executed by the State of Illinois may be designated as available to all or certain governmental units and/or qualifying not for profit agencies. "Governmental unit" means State of Illinois, any State agency as defined in Section 1-15.100 of the Illinois Procurement Code (30 ILCS 500/), officers of the State of Illinois, any public authority which has the power to tax, or any other public entity created by statute. 30ILCS 525/.
2. In no event will the total term of any participating agreement, including the initial term and any extensions or amendments, exceed ten (10) years.
3. This participating agreement and all related public records maintained by, provided to, or required to be provided to the State, are subject to the Illinois Freedom of Information Act notwithstanding any provision to the contrary that may be found in this contract. 5 ILCS 140.
4. Any participating agreement executed by the State of Illinois is contingent upon and subject to the availability of funds. The State of Illinois, at its sole option, may terminate or suspend any participating agreement, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the Federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60), (2) the Governor of Illinois decreases the Agency's funding by reserving some or all of the Agency's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Vendor will be notified in writing of the failure of appropriation or of a reduction or decrease.
5. Any claim against any State of Illinois, any State of Illinois agency as defined in Section 1-15.100 of the Illinois Procurement Code (30 ILCS 500/), or officers of the State of Illinois arising out of any participating agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 Ill. Adm. Code 900. This shall be Vendor's sole remedy for late payments by the State of Illinois. Payment terms contained in Vendor's invoices shall have no force or effect. The State of Illinois shall not enter into binding arbitration to resolve any dispute arising out of any participating agreement. The State of Illinois does not waive sovereign immunity.
6. Illinois may further evaluate the lead entity's awarded contracts to make best value determinations.
7. Registration in the Illinois Procurement Gateway is required before a participating agreement with the State of Illinois may be executed. For information on registration, please visit www.ipg.vendorreg.com.
8. Registration in BidBuy is required before a contract with the State of Illinois can be executed. For information on registration, please see the BidBuy [Vendor Registration Manual](#).
9. Any vendor with a participating agreement may be required to meet a Illinois Business Enterprise Program goal (30 ILCS 575/).

Title 21 STATE PROCUREMENT REGULATIONS

Subtitle 07 CONTRACT TERMS AND CONDITIONS

Chapter 01 Mandatory Contract Provisions — All Contracts (except as provided under COMAR 21.05.07, 21.07.02, and 21.07.03)

Authority: Election Law Article, §§14-101—14-108; General Provisions Article, §§5-101 and 5-503;
State Finance and Procurement Article, §§12-101, 13-211, 13-217—13-219, 13-221—13-223, 13-317, 16-202, 17-401, 17-402, and 19-114;
Annotated Code of Maryland; Chs. 588, 589, and 630, Acts of 2017

.01 Parties to the Contract.

Mandatory provision for all contracts.

.02 Scope of Contract.

Mandatory provision for all contracts. This provision shall reflect the unilateral right of the State to order in writing changes in the work within the scope of the contract.

.03 Compensation and Method of Payment.

Mandatory provision for all contracts. The contractor's taxpayer identification number consisting of the Social Security number for individuals and sole proprietors and the federal employer identification number for all other types of organizations shall be indicated in this clause.

.04 Contract Modifications.

Mandatory provision for all contracts.

.05 Non-Hiring of Officials and Employees.

Mandatory provision for all contracts: "No official or employee of the State of Maryland, as defined under General Provisions Article, §5-101, Annotated Code of Maryland, whose duties as such official or employee include matters relating to or affecting the subject matter of this contract, shall during the pendency and term of this contract and while serving as an official or employee of the State become or be an employee of the contractor or any entity that is a subcontractor on this contract."

.06 Disputes.

Mandatory provision for all contracts. One of the following clauses is preferred:

A. Alternate Disputes Clause (short form). "This contract shall be subject to the provisions of State Finance and Procurement Article, Title 15, Subtitle 2, Annotated Code of Maryland, and COMAR 21.10 (Administrative and Civil Remedies). Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the contract in accordance with the procurement officer's decision."

B. Alternate Disputes Clause (long form).

"(1) This contract is subject to the provisions of State Finance and Procurement Article, Title 15, Subtitle 2, Annotated Code of Maryland and COMAR 21.10 (Administrative and Civil Remedies).

(2) Except as otherwise may be provided by law, all disputes arising under or as a result of a breach of this contract that are not disposed of by mutual agreement shall be resolved in accordance with this clause.

(3) As used herein, "claim" means a written demand or assertion by one of the parties seeking, as a legal right, the payment of money, adjustment or interpretation of contract terms, or other relief, arising under or relating to this contract. A voucher, invoice, or request for payment that is not in dispute when submitted is not a claim under this clause. However, if the submission subsequently is not acted upon in a reasonable time, or is disputed as to liability or amount, it may be converted to a claim for the purpose of this clause.

(4) A claim shall be made in writing and submitted to the procurement officer for decision in consultation with the Office of the Attorney General.

(5) When a claim cannot be resolved by mutual agreement, the contractor shall submit a written request for final decision to the procurement officer. The written request shall set forth all the facts surrounding the controversy.

(6) The contractor, at the discretion of the procurement officer, may be afforded an opportunity to be heard and to offer evidence in support of his claim.

21.07.01.07

(7) The procurement officer shall render a written decision on all claims within 180 days of receipt of the contractor's written claim, unless the procurement officer determines that a longer period is necessary to resolve the claim. If a decision is not issued within 180 days, the procurement officer shall notify the contractor of the time within which a decision shall be rendered and the reasons for such time extension. The decision shall be furnished to the contractor, by certified mail, return receipt requested, or by any other method that provides evidence of receipt. The procurement officer's decision shall be deemed the final action of the State.

(8) The procurement officer's decision shall be final and conclusive unless the contractor mails or otherwise files a written appeal with the Maryland State Board of Contract Appeals within 30 days of receipt of the decision.

(9) Pending resolution of a claim, the contractor shall proceed diligently with the performance of the contract in accordance with the procurement officer's decision."

.07 Maryland Law Prevails.

Mandatory provision for all contracts unless otherwise authorized by the Board of Public Works.

.08 Nondiscrimination in Employment.

Mandatory provision for all contracts. The following clause is preferred:

"The Contractor agrees:(a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, sexual orientation, gender identification, marital status, national origin, ancestry genetic information or any otherwise unlawful use of characteristics, or disability of a qualified individual with a disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or the individual's refusal to submit to a genetic test or make available the results of a genetic test; (b) to include a provision similar to that contained in subsection(a), above, in any underlying subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause."

.09 Contingent Fee Prohibition.

Mandatory provision for all contracts:

"The contractor, architect, or engineer (as applicable) warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the contractor, architect, or engineer, to solicit or secure this agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this agreement."

.10 Multi-Year Contracts Contingent Upon Appropriations.

Mandatory provision for all contracts and contract modifications to be effective in more than one fiscal year:

"If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be cancelled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the State from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Contract. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first."

.11 Termination for Default.

Mandatory provision for all contracts. One of the following clauses is preferred:

A. Alternate Clause — Termination for Default (short form).

"If the Contractor fails to fulfill its obligation under this contract properly and on time, or otherwise violates any provision of the contract, the State may terminate the contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the State's option, become the State's property. The State shall pay the Contractor fair and equitable compensation for satisfactory

performance prior to receipt of notice of termination, less the amount of damages caused by Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the State can affirmatively collect damages. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B."

B. Alternate Clause — Termination for Default (long form).

"(1) The State may, subject to the provisions of paragraph (3) of this regulation, by written notice of default to the Contractor, terminate the whole or any part of this contract in any one of the following circumstances:(a) If the Contractor fails to perform within the time specified herein or any extension thereof; or (b) If the Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of 10 days (or such longer period as the procurement officer may authorize in writing) after receipt of notice from the procurement officer specifying such failure.

"(2) In the event the State terminates this contract in whole or in part as provided in paragraph(1) of this clause, the State may procure substitute performance upon terms and in whatever manner the procurement officer may deem appropriate, and the Contractor shall be liable to the State for any excess costs for substitute performance; provided, that the Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

"(3) Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the State in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform shall be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if the default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform unless substitute performance for the subcontractor was obtainable from another source in sufficient time to permit the Contractor to meet the performance schedule.

"(4) If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the notice of termination had been issued pursuant to such clause. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, and if this contract does not contain a clause providing for termination for convenience of the State, the contract shall be equitably adjusted to compensate for such termination and the contract modified accordingly; failure to agree to any such adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes."

"(5) If this contract is terminated as provided in paragraph(1) of this clause, the State, in addition to any other rights provided in this clause, may require the Contractor to transfer title and deliver to the State, in the manner, at the times, and to the extent, if any, directed by the procurement officer,(a) the fabricated or unfabricated parts, work in progress, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated by the Notice of Termination, and (b) the completed or partially completed plans, drawings, information, and other property which, if the contract had been completed, would have been required to be furnished to the State; and the Contractor shall, upon direction of the procurement officer, protect and preserve property in the possession of the Contractor in which the State has an interest. Payment for completed supplies delivered to and accepted by the State shall be at the contract price. Payment for manufacturing materials delivered to and accepted by the State and for the protection and preservation of property shall be in an amount agreed upon by the Contractor and procurement officer; failure to agree to such amount shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes." The State may withhold from amounts otherwise due the Contractor hereunder such sum as the procurement officer determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

"(6) The rights and remedies of the State provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

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"(7) As used in paragraph (3) of this clause, the terms, "subcontractor" and "subcontractors" mean subcontractor(s) at any tier."

.12 Termination for Convenience.

A. Except as provided in §B of this regulation, mandatory provision for all contracts. One of the following clauses is preferred:

(1) Alternate Clause — Termination for Convenience (short form).

"The performance of work under this contract may be terminated by the State in accordance with this clause in whole, or from time to time in part, whenever the State shall determine that such termination is in the best interest of the State. The State will pay all reasonable costs associated with this contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12A(2)."

(2) Alternate Clause — Termination for Convenience (long form).

"(1) The performance of work under this contract may be terminated by the State in accordance with this clause in whole, or from time to time in part, whenever the State shall determine that such termination is in the best interest of the State. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work is terminated and the time when such termination becomes effective.

"(2) After receipt of a Notice of Termination, and except as otherwise directed by the procurement officer, the Contractor shall:

(a) stop work as specified in the Notice of Termination;

(b) place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of the portion of the work under the contract as is not terminated;

(c) terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination;

(d) assign to the State, in the manner, at times, and to the extent directed by the procurement officer, all of the right, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the State shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

(e) settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the procurement officer, to the extent he may require, which approval or ratification shall be final for all the purposes of this clause;

(f) transfer title and deliver to the State, in the manner, at the times, and to the extent, if any, directed by the procurement officer, (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated by the Notice of Termination, and (ii) the completed or partially completed plans, drawings, information, and other property which, if the contract had been completed, would have been required to be furnished to the State;

(g) use its best efforts to sell, in the manner, at the times, to the extent, and at the price or prices directed or authorized by the procurement officer, any property of the types referred to in (f) above; provided, however, that the Contractor (i) may not be required to extend credit to any purchaser, and (ii) may acquire any such property under the conditions prescribed by and at a price or prices approved by the procurement officer; and provided further that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the State to the Contractor under this contract or shall otherwise be credited to the price or cost of the work covered by this contract or paid in such other manner as the procurement officer may direct;

(h) complete performance of such part of the work as shall not have been terminated by the Notice of Termination; and

(i) take any action that may be necessary, or as the procurement officer may direct, for the protection and preservation of the property related to this contract which is in the possession of the Contractor and in which the State has or may acquire an interest.

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The Contractor shall submit to the procurement officer a list, certified as to quantity and quality, of any or all items of termination inventory not previously disposed of, exclusive of items the disposition of which has been directed or authorized by the procurement officer, and may request the State to remove them or enter into a storage agreement covering them. Not later than fifteen (15) days thereafter, the State shall accept title to these items and remove them or enter into a storage agreement covering the same; provided, that the list submitted shall be subject to verification by the procurement officer upon removal of the items, or if the items are stored, within forty-five (45) days from the date of submission of the list, and any necessary adjustment to correct the list as submitted shall be made before final settlement.

"(3) After receipt of a Notice of Termination, the Contractor shall submit to the procurement officer his termination claim, in the form and with certification prescribed by the procurement officer. This claim shall be submitted promptly but in no event later than one(1) year from the effective date of termination, unless one or more extensions in writing are granted by the procurement officer, upon request of the Contractor made in writing within the one-year period or authorized extension thereof. However, if the procurement officer determines that the facts justify such action, he may receive and act upon any such termination claim at any time after the one-year period or any extension thereof. Upon failure of the Contractor to submit his termination claim within the time allowed, the procurement officer may determine the claim at any time after the one-year period or any extension thereof. Upon failure of the Contractor to submit his termination claim within the time allowed, the procurement officer may determine, on the basis of information available to him, the amount, if any, due to the Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined.

"(4) Subject to the provisions of paragraph (3), the Contractor and the procurement officer may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination of work pursuant to this clause, which amount or amounts may include a reasonable allowance for profit on work done; provided, that such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated. The contract shall be amended accordingly, and the Contractor shall be paid the agreed amount. Nothing in paragraph (5) of this clause, prescribing the amount to be paid to the Contractor in the event of failure of the Contractor and the procurement officer to agree upon the whole amount to be paid to the Contractor by reason of the termination of work pursuant to this clause, shall be deemed to limit, restrict, or otherwise determine or affect the amount or amounts that may be agreed upon to be paid to the Contractor pursuant to this paragraph.

"(5) In the event of the failure of the Contractor and the procurement officer to agree as provided in paragraph (4) upon the whole amount to be paid to the Contractor by reason of the termination of work pursuant to this clause, the procurement officer shall pay to the Contractor the amounts determined by the procurement officer as follows, but without duplication of any amounts agreed upon in accordance with paragraph (4):

(a) for completed supplies or services accepted by the State (or sold or acquired as provided in paragraph (2)(g) above) and for which payment has not theretofore been made, a sum equivalent to the aggregate price for the supplies or services computed in accordance with the price or prices specified in the contract, appropriately adjusted for any saving of freight or other charges;

(b) the total of:

(i) the costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but exclusive of any costs attributable to supplies or services paid or to be paid for under paragraph (5)(a) hereof;

(ii) the cost of settling and paying claims arising out of the termination of work under subcontracts or orders, as provided in paragraph (2)(e) above, which are properly chargeable to the terminated portion of the contract (exclusive of amounts paid or payable on account of supplies or materials delivered or services furnished by subcontractors or vendors before the effective date of the Notice of Termination, which amounts shall be included in the costs payable under(i) above); and

(iii) a sum, as profit on(i) above, determined by the procurement officer to be fair and reasonable; provided, however, that if it appears that the contractor would have sustained a loss on the entire contract had it been completed, no profit shall be included or allowed under this subdivision (iii) and an appropriate adjustment shall be made reducing the amount of the settlement to reflect the indicated rate of loss; and

(c) the reasonable cost of settlement accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the contract and for the termination

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and settlement of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to this contract.

The total sum to be paid to the Contractor under(a) and (b) of this paragraph shall not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated. Except for normal spoilage, and except to the extent that the State shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the Contractor as provided in (5)(a) and (b)(i) above, the fair value, as determined by the procurement officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the State or to a buyer pursuant to paragraph (2)(g).

"(6) Costs claimed, agreed to, or determined pursuant to (3), (4), (5) and (11) hereof shall be in accordance with COMAR 21.09 (Contract Cost Principles and Procedures) as in effect on the date of this contract.

"(7) The Contractor shall have the right of appeal, under the clause of this contract entitled "Disputes," from any determination made by the procurement officer under paragraph (3), (5), or (9) hereof, except that if the Contractor has failed to submit his claim within the time provided in paragraph (3) or (9) hereof, and has failed to request extension of the time, he shall have no right of appeal. In any case where the procurement officer has made a determination of the amount due under paragraph (3), (5), or (9) hereof, the State shall pay to the Contractor the following:(a) if there is no right of appeal hereunder or if no timely appeal has been taken, the amount so determined by the procurement officer, or (b) if an appeal has been taken, the amount finally determined on such appeal.

"(8) In arriving at the amount due the Contractor under this clause there shall be deducted(a) all unliquidated advance or other payments on account theretofore made to the Contractor, applicable to the terminated portion of this contract, (b) any claim which the State may have against the Contractor in connection with this contract, and (c) the agreed price for, or the proceeds of sale of, any materials, supplies, or other things acquired by the Contractor or sold, pursuant to the provisions of this clause, and not otherwise recovered by or credited to the State.

"(9) If the termination hereunder be partial, the Contractor may file with the procurement officer a claim for an equitable adjustment of the price or prices specified in the contract relating to the continued portion of the contract (the portion not terminated by the Notice of Termination), and such equitable adjustment as may be agreed upon shall be made in such price or prices. Any claim by the Contractor for an equitable adjustment under this clause shall be asserted within ninety (90) days from the effective date of the termination notice, unless an extension is granted in writing by the procurement officer.

"(10) The State may from time to time, under such terms and conditions as it may prescribe, make partial payments and payments on account against costs incurred by the Contractor in connection with the terminated portion of this contract whenever in the opinion of the procurement officer the aggregate of such payments shall be within the amount to which the Contractor shall be entitled hereunder. If the total of such payments is in excess of the amount finally agreed or determined to be due under this clause, such excess shall be payable by the Contractor to the State upon demand, together with interest computed at the prime rate established by the State Treasurer for the period from the date such excess payment is received by the Contractor to the date on which such excess is repaid to the State; provided, however, that no interest shall be charged with respect to any such excess payment attributable to a reduction in the Contractor's claim by reason of retention or other disposition of termination inventory until ten days after the date of such retention or disposition, or a later date as determined by the procurement officer by reason of the circumstances.

"(11) Unless otherwise provided for in this contract, or by applicable statute, the Contractor shall—from the effective date of termination until the expiration of three years after final settlement under this contract—preserve and make available to the State at all reasonable times at the office of the Contractor but without direct charge to the State, all his books, records, documents and other evidence bearing on the costs and expenses of the Contractor under this contract and relating to the work terminated hereunder, or, to the extent approved by the procurement officer, reproductions thereof."

B. Leases of Real Property.

(1) Inclusion of a termination for convenience clause in a real property lease is discretionary with the Board of Public Works, upon recommendation of the Secretary of General Services.

(2) In recommending the exclusion of a termination for convenience clause in a real property lease, the Secretary shall consider such factors as:

(a) The practicality of including the termination for convenience clause in a lease of real property located in another state or overseas when the demand for property of a particular type or in some particular geographic location is extremely intense, or when the contents of a lease are established by a foreign government and are effectively non-negotiable, or both;

(b) The perception of some landlords that the termination for convenience clause permits the State to unilaterally convert a fixed term lease to a day-to-day lease; or

(c) The prospects that some lending institutions may reject loan requests from landlords owning property that the State might wish to lease but that must be first upgraded at the owner's expense to meet State User Agency Requirements.

.13 Delays and Extensions of Time.

Mandatory provision for all contracts. It shall be in substantially the same form as follows:

"Delays and Extensions of Time"

"The Contractor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract.

"Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers."

.14 Liquidated Damages.

Mandatory provision for:

- A. All contracts with certified MBE participation goals in accordance with COMAR 21.11.03.10E; and
- B. Any other contracts deemed appropriate by the procurement officer in consultation with the Office of the Attorney General.

.15 Variations in Estimated Quantities.

Mandatory provision for all contracts that contain estimated quantity items.

.16 Suspension of Work.

Mandatory provision for all contracts. It shall be in substantially the same form as follows:

"The procurement officer unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as he may determine to be appropriate for the convenience of the State."

.17 Pre-existing Regulations.

Mandatory provision for all contracts. It shall be in substantially the same form as follows:

"In accordance with the provisions of §11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, the regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR Title 21) in effect on the date of execution of this Contract are applicable to this Contract."

.18 Payment of State Obligations.

Mandatory provision for all contracts. The following clause is preferred:

"Unless a payment is unauthorized, deferred, delayed, or set-off under COMAR 21.02.07, Payments to the Contractor pursuant to this Contract shall be made no later than 30 days after the State's receipt of a proper invoice from the Contractor.

The Contractor may be eligible to receive late payment interest at the rate of 9% per annum if:

- (1) The Contractor submits an invoice for the late payment interest within thirty days after the date of the State's payment of the amount on which the interest accrued; and
- (2) A contract claim has not been filed under State Finance and Procurement Article, Title 15, Subtitle 2, Annotated Code of Maryland.

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The State is not liable for interest:

- (1) Accruing more than one year after the 31st day after the agency receives the proper invoice; or
- (2) On any amount representing unpaid interest. Charges for late payment of invoices are authorized only as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, or by the Public Service Commission of Maryland with respect to regulated public utilities, as applicable."

.19 Financial Disclosure.

Mandatory provision for all contracts:

"The Contractor shall comply with the provisions of State Finance and Procurement Article §13-221, Annotated Code of Maryland. That section requires a business to file with the Secretary of State of Maryland certain specified information, including disclosure of beneficial ownership of the business, within 30 days of the date the aggregate value of any contracts, leases, or other agreements that the business enters into with the State of Maryland or its agencies during a calendar year reaches \$200,000."

.20 Political Contribution Disclosure.

Mandatory provision for all contracts:

"The Contractor shall comply with Election Law Article, Title 14, Annotated Code of Maryland, which requires that every person that enters into a procurement contract with the State, a county, or a municipal corporation, or other political subdivision of the State, during a calendar year in which the person receives a contract with a governmental entity in the amount of \$200,000 or more, shall file with the State Board of Elections statements disclosing:(a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contribution in a cumulative amount of \$500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections:(a) before execution of a contract by the State, a county, a municipal corporation, or other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and (b) if the contribution is made after the execution of a contract, then twice a year, throughout the contract term, on or before:(i) May 31, to cover the six (6) month period ending April 30; and (ii) November 30, to cover the six (6) month period ending October 31. Additional information is available on the State Board of Election website: http://www.elections.state.md.us/campaign_finance/index.html."

.21 Retention of Records.

Mandatory provision for all contracts. The following clause is preferred:

"The Contractor shall retain and maintain all records and documents relating to this Contract for three years after final payment by the State hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the procurement officer or designee, at all reasonable times."

.22 Compliance with Laws.

Mandatory provision for all contracts. The following clause is preferred:

"The Contractor hereby represents and warrants that:

"A. It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;

"B. It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;

"C. It shall comply with all federal, State, and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and

"D. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract."

.23 Cost and Price Certification.

Mandatory provision for all contracts and contract modifications (excluding real property leases and architectural services or engineering services contracts (see Regulation .24)) if the contract or modification exceeds \$100,000 or a smaller amount

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determined by the procurement officer under State Finance and Procurement Article, §13-220. The language shall be in substantially the same form as follows:

"Cost and Price Certification"

"A. The Contractor by submitting cost or price information certifies that, to the best of its knowledge, the information submitted is accurate, complete, and current as of a mutually determined specified date prior to the conclusion of any price discussions or negotiations for:

"(1) A negotiated contract, if the total contract price is expected to exceed \$100,000, or a smaller amount set by the procurement officer; or

"(2) A change order or contract modification, expected to exceed \$100,000, or a smaller amount set by the procurement officer.

"B. The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date agreed upon between the parties, was inaccurate, incomplete, or not current."

.24 Truth-In-Negotiation Certification.

Mandatory provision for architectural services or engineering services contracts exceeding \$100,000. It shall be in substantially the same form as follows:

"Truth-In-Negotiation Certification"

"The Contractor by submitting cost or price information, including wage rates or other factual unit costs, certifies to the best of its knowledge, information and belief, that:

"A. The wage rates and other factual unit costs supporting the firm's compensation, as set forth in the proposal, are accurate, complete and current as of the contract date;

"B. If any of the items of compensation were increased due to the furnishing of inaccurate, incomplete or noncurrent wage rates or other units of costs, the State is entitled to an adjustment in all appropriate items of compensation, including profit or fee, to exclude any significant sum by which the price was increased because of the defective data. The State's right to adjustment includes the right to a price adjustment for defects in costs or pricing data submitted by a prospective or actual subcontractor; and

"C. If additions are made to the original price of the contract, such additions may be adjusted to exclude any significant sums where it is determined the price has been increased due to inaccurate, incomplete or noncurrent wage rates and other factual costs."

.25 Contract Affidavit.

Mandatory contract addendum. The contract addendum shall be in substantially the same form as follows and submitted upon initial award and each renewal thereafter:

A. AUTHORITY

I HEREBY AFFIRM THAT:

I, (print name) _____ possess the legal authority to make this Affidavit.

B. CERTIFICATION OF REGISTRATION OR QUALIFICATION WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

I FURTHER AFFIRM THAT:

The business named above is a (check applicable items):

- (1) Corporation — ☐ domestic or ☐ foreign;
- (2) Limited Liability Company — ☐ domestic or ☐ foreign;
- (3) Partnership — ☐ domestic or ☐ foreign;
- (4) Statutory Trust — ☐ domestic or ☐ foreign;
- (5) ☐ Sole Proprietorship

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and is registered or qualified as required under Maryland Law.

I further affirm that the above business is in good standing both in Maryland and (IF APPLICABLE) in the jurisdiction where it is presently organized, and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation. The name and address of its resident agent (IF APPLICABLE) filed with the State Department of Assessments and Taxation is:

Name and Department ID

Number: _____ Address: _____

and that if it does business under a trade name, it has filed a certificate with the State Department of Assessments and Taxation that correctly identifies that true name and address of the principal or owner as:

Name and Department ID Number: _____

Address: _____.

C. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of State Finance and Procurement Article, §13-221, Annotated Code of Maryland, which require the business to file with the Secretary of State of Maryland certain specified information, including disclosure of beneficial ownership of the business, within 30 days of the date the aggregate value of any contracts, leases, or other agreements that the business enters into with the State of Maryland or its agencies during a calendar year reaches \$200,000.

D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, Title 14, Annotated Code of Maryland, which requires that every person that enters into a procurement contract with the State, a county, a municipal corporation, or other political subdivision of the State, during a calendar year in which the person receives a contract with a governmental entity in the amount of \$200,000 or more shall file with the State Board of Elections statements disclosing: (a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contributions in a cumulative amount of \$500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections: (a) before execution of a contract by the State, a county, a municipal corporation, or other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and (b) if the contribution is made after the execution of a contract, then twice a year, throughout the contract term, on: (i) May 31, to cover the six (6) month period ending April 30; and (ii) November 30, to cover the six (6) month period ending October 31.

E. DRUG AND ALCOHOL FREE WORKPLACE

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

I CERTIFY THAT:

- (1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.
- (2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:
 - (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
 - (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
 - (c) Prohibit its employees from working under the influence of drugs or alcohol;

(d) Not hire or assign to work on the contract anyone who the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;

(e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;

(f) Establish drug and alcohol abuse awareness programs to inform its employees about:

- (i) The dangers of drug and alcohol abuse in the workplace;
- (ii) The business's policy of maintaining a drug and alcohol free workplace;
- (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
- (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;

(g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §E(2)(b), of this regulation;

(h) Notify its employees in the statement required by §E(2)(b), of this regulation, that as a condition of continued employment on the contract, the employee shall:

(i) Abide by the terms of the statement; and

(ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;

(i) Notify the procurement officer within 10 days after receiving notice under §E(2)(h)(ii), of this regulation, or otherwise receiving actual notice of a conviction;

(j) Within 30 days after receiving notice under §E(2)(h)(ii), of this regulation, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:

(i) Take appropriate personnel action against an employee, up to and including termination; or

(ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program;

and

(k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §E(2)(a)—(j), of this regulation.

(3) If the business is an individual, the individual shall certify and agree as set forth in §E(4), of this regulation, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.

(4) I acknowledge and agree that:

(a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;

(b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and

(c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

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F. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgements contained in that certain Bid/Proposal Affidavit dated _____, 20____, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____

By: _____ (printed name of Authorized Representative and affiant)

_____ (signature of Authorized Representative and affiant)

.26 Commercial Nondiscrimination Clause.

A. The following provision is mandatory for all State contracts and subcontracts: "As a condition of entering into this Agreement, Contractor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland. As part of such compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry, national origin, sex, age, marital status, sexual orientation, sexual identity, genetic information or an individual's refusal to submit to a genetic test or make available the results of a genetic test or on the basis of disability, or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

B. The following provision is mandatory for all State contracts: "As a condition of entering into this Agreement, upon the request of the Commission on Civil Rights, and only after the filing of a complaint against Contractor under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, as amended from time to time, Contractor agrees to provide within 60 days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past 4 years on any of its contracts that were undertaken within the State of Maryland, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State's Commercial Nondiscrimination Policy as set forth under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, and to provide any documents relevant to any investigation that are requested by the State. Contractor understands that violation of this clause is a material breach of this Agreement and may result in contract termination, disqualification by the State from participating in State contracts, and other sanctions."

.27 Performance and Payment Bonds.

This regulation is added as a separate pdf form within this chapter.

.27 Performance and Payment Bonds.

Mandatory provision for contracts exceeding \$100,000 with surety bond requirements:

A. Performance Bond. The required performance bond shall be in the form specified as follows:

PERFORMANCE BOND

Principal	Business Address of Principal
Surety a corporation of the State of _____ and authorized to do business in the State of Maryland	Obligee STATE OF MARYLAND
Penal Sum of Bond (express in words and figures)	Date of Contract _____, 20 ____
Description of Contract	Date Bond Executed _____, 20 ____
Contract Number: _____	

KNOW ALL BY THESE PRESENTS, That we, the Principal named above and Surety named above, are held and firmly bound unto the Obligee named above in the Penal Sum of this Performance Bond stated above, for the payment of which Penal Sum we bind ourselves, our heirs, executors, administrators, personal representatives, successors, and assigns, jointly and severally, firmly by these presents. However, where Surety is composed of corporations acting as co-sureties, we the co-sureties, bind ourselves, our successors and assigns, in such Penal Sum jointly and severally as well as severally only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each co-surety binds itself, jointly and severally with the Principal, for the payment of such sum as appears above its name below, but if no limit of liability is indicated, the limit of such liability shall be the full amount of the Penal Sum.

WHEREAS, Principal has entered into or will enter into a contract with the State of Maryland, by and through the Administration named above acting for the State of Maryland, which contract is described and dated as shown above, and incorporated herein by reference. The contract and all items incorporated into the contract, together with any and all changes, extensions of time, alterations, modifications, or additions to the contract or to the work to be performed thereunder or to the Plans, Specifications, and Special Provisions, or any of them, or to any other items incorporated into the contract shall hereinafter be referred as "the Contract."

WHEREAS, it is one of the conditions precedent to the final award of the Contract that these presents be executed.

NOW, THEREFORE, during the original term of said Contract, during any extensions thereto that may be granted by the Administration, and during the guarantee and warranty period, if any, required under the Contract, unless otherwise stated therein, this Performance Bond shall remain in full force and effect unless and until the following terms and conditions are met:

1. Principal shall well and truly perform the Contract; and
2. Principal and Surety shall comply with the terms and conditions in this Performance Bond.

Whenever Principal shall be declared by the Administration to be in default under the Contract, the Surety may, within 15 days after notice of default from the Administration, notify the Administration of its election to either promptly proceed to remedy the default or promptly proceed to complete the contract in accordance with and subject to its terms and conditions. In the event the Surety does not elect to exercise either of the above stated options, then the Administration thereupon shall have the remaining contract work completed, Surety to remain liable hereunder for all expenses of completion up to but not exceeding the penal sum stated above.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligation on this Performance Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

This Performance Bond shall be governed by and construed in accordance with the laws of the State of Maryland and any reference herein to Principal or Surety in the singular shall include all entities in the plural who or which are signatories under the Principal or Surety heading below.

IN WITNESS WHEREOF, Principal and Surety have set their hands and seals to this Performance Bond. If any individual is a signatory under the Principal heading below, then each such individual has signed below on his or her own behalf, has set forth below the name of the firm, if any, in whose name he or she is doing business, and has set forth below his or her title as a sole proprietor. If any partnership or joint venture is a signatory under the Principal heading below, then all members of each such partnership or joint venture have signed below, each member has set forth below the name of the partnership or joint venture, and each member has set forth below his or her title as a general partner, limited partner, or member of joint venture, whichever is applicable. If any corporation is a signatory under the Principal or Surety heading below, then each such corporation has caused the following: the corporation's name to be set forth below, a duly authorized representative of the corporation to affix below the

corporation's seal and to attach hereto a notarized corporate resolution of power of attorney authorizing such action, and each such duly authorized representative to sign below and set forth below his or her title as a representative of the corporation. If any individual acts as a witness to any signature below, then each such individual has signed below and has set forth below his or her title as a witness. All of the above has been done as of the Date of Bond shown above.

In Presence of:	Individual Principal
Witness:	
_____ as to	_____ (SEAL)

In Presence of:	Co-Partnership Principal
Witness:	
_____	_____ (SEAL)
	(Name of Co-Partnership)
_____ as to	By: _____ (SEAL)
_____ as to	_____ (SEAL)
_____ as to	_____ (SEAL)

	Corporate Principal
Attest:	_____ (Name of Corporation)
	AFFIX
_____ as to	By: _____ CORPORATE
Corporate Secretary	President SEAL

Attest:	(SEAL)	(Corporate Surety)
_____		By: _____ (SEAL)
Signature		Title _____
Bonding Agent's Name: _____		_____
		(Business Address of Surety)
Agent's Address _____		

Approved as to legal form and sufficiency this
 _____ day of _____ 20____

Asst. Attorney General

B. Payment Bond. The required payment bond shall be in the form specified as follows:

PAYMENT BOND

Principal	Business Address of Principal
Surety	Obligee
a corporation of the State of _____	STATE OF MARYLAND
and authorized to do business in the State of Maryland	
Penal Sum of Bond (express in words and figures)	Date of Contract
_____	_____, 20____
Description of Contract	Date Bond Executed
Contract Number: _____	_____, 20____

KNOW ALL BY THESE PRESENTS, That we, the Principal named above and Surety named above, being authorized to do business in Maryland, and having business address as shown above, are held and firmly bound unto the Obligee named above, for the use and benefit of claimants as hereinafter defined, in the Penal Sum of this Payment Bond stated above, for the payment of which Penal Sum we bind ourselves, our heirs, executors, administrators, personal representatives, successors, and assigns, jointly and severally, firmly by these co-sureties, bind ourselves, our successors and assigns, in such Penal Sum jointly and severally as well as severally only for the purpose of allowing a joint action or actions against any or all of us, and for all other

purposes each co-surety binds itself, jointly and severally with the Principal, for the payment of such sum as appears above its name below, but if no limit of liability is indicated, the limit of such liability shall be the full amount of the Penal Sum.

WHEREAS, Principal has entered into or will enter into a contract with the State, by and through the Administration named above acting for the State of Maryland, which contract is described and dated as shown above, and incorporated herein by reference. The contract and all items incorporated into the contract, together with any and all changes, extensions of time, alterations, modifications, or additions to the contract or to the work to be performed thereunder or to the Plans, Specifications, and Special Provisions, or any of them, or to any other items incorporated into the contract shall hereinafter be referred to as the "Contract".

WHEREAS, it is one of the conditions precedent to the final award of the Contract that these presents be executed.

NOW THEREFORE, the condition of this obligation is such that if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and materials furnished, supplied and reasonably required for use in the performance of the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect, subject to the following conditions:

1. A claimant is defined to be any and all of those persons supplying services or materials (including lessors of equipment to the extent of the fair market value thereof) to the Principal or its subcontractors and subcontractors in the prosecution of the work provided for in the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Oblige that every claimant as herein defined, may sue on this Bond for the use of such claimant and prosecute the suit to final judgment for such sum or sums as may be justly due claimant and have execution thereon. The Oblige shall not be liable for the payment of any costs or expenses of any such suit.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligation on this Payment Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

This Payment Bond shall be governed by and construed in accordance with the laws of the State of Maryland and any reference herein to Principal or Surety in the singular shall include all entities in the plural who or which are signatories under the Principal or Surety heading below.

IN WITNESS WHEREOF, Principal and Surety have set their hands and seals to this Payment Bond. If any individual is a signatory under the Principal heading below, then each such individual has signed below on his or her own behalf, has set forth below the name of the firm, if any, in whose name he or she is doing business, and has set forth below his or her title as a sole proprietor. If any partnership or joint venture is a signatory under the Principal heading below, then all members of each such partnership or joint venture have signed below, each member has set forth below the name of the partnership or joint venture, and each member has set forth below his or her title as a general partner, limited partner, or member of joint venture, whichever is applicable. If any corporation is a signatory under the Principal or Surety heading below, then each such corporation has caused the following: the corporation's name to be set forth below, a duly authorized representative of the corporation to affix below the corporation's seal and to attach hereto a notarized corporate resolution of power of attorney authorizing such action, and each such duly authorized representative to sign below and set forth below his or her title as a representative of the corporation. If any individual acts as a witness to any signature below, then each such individual has signed below and has set forth below his or her title as a witness. All of the above has been done as of the Date of Bond shown above.

In Presence of:

Individual Principal

Witness:

_____ as to

_____ (SEAL)

In Presence of:

Co-Partnership Principal

Witness:

_____ (SEAL)

(Name of Co-Partnership)

By: _____ (SEAL)

_____ as to

_____ (SEAL)

_____ as to

_____ (SEAL)

_____ as to

	Corporate Principal
Attest:	_____
	(Name of Corporation)
	AFFIX
_____	By: _____ CORPORATE
Corporate Secretary	President SEAL

Attest:	(Corporate Surety)
	By: _____ (SEAL)
_____	Title _____
Signature	
Bonding Agent's Name: _____	_____
	(Business Address of Surety)
Agent's Address _____	

Approved as to legal form and sufficiency this
_____ day of _____ 20 _____

Asst. Attorney General

.28 Performance and Payment Bonds — Multiyear Annual and Renewable.

This regulation is added as a separate pdf form within this chapter.

.28 Performance and Payment Bonds—Multiyear Annual and Renewable.

Optional forms for multiyear contracts exceeding \$100,000 with annual and renewable surety bonds:

A. Performance Bond. The required performance bond shall be in the form specified as follows:

ANNUAL PERFORMANCE BOND – RENEWABLE FOR MULTIYEAR AWARDS

Principal	Business Address of Principal
Surety a corporation of the State of _____ and authorized to do business in the State of Maryland	Obligee STATE OF MARYLAND
Penal Sum of Bond (express in words and figures) _____	Date Bond Executed _____, 20____ Initial Term Fiscal Year Ending June 30, 20____

KNOW ALL BY THESE PRESENTS, That we, the Principal named above and Surety named above, are held and firmly bound unto the Obligee named above in the Penal Sum of this Performance Bond stated above, for the payment of which Penal Sum we bind ourselves, our heirs, executors, administrators, personal representatives, successors, and assigns, jointly and severally, firmly by these presents. However, where Surety is composed of corporations acting as co-sureties, we the co-sureties, bind ourselves, our successors and assigns, in such Penal Sum jointly and severally as well as severally only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each co-surety binds itself, jointly and severally with the Principal, for the payment of such sum as appears above its name below, but if no limit of liability is indicated, the limit of such liability shall be the full amount of the Penal Sum.

WHEREAS, Principal has entered into or will enter into a multiyear contract with the State, by and through the Administration named above acting for the State of Maryland, which contract is described above, and incorporated herein by reference. The contract and all items incorporated into the contract, together with any and all changes, extensions of time, alterations, modifications, or additions to the contract or to the work to be performed thereunder or to the Plans, Specifications, and Special Provisions, or any of them, or to any other items incorporated into the contract shall hereinafter be referred to as the "Contract".

The term of this Bond is for the period beginning on the date the bond is executed and ending on the indicated Initial Term Fiscal Year Ending Date (the "Initial Term"). If requested by the Principal, the Initial Term may be extended, solely at the option of the Surety, for additional one (1) year periods (each a "Renewal Term"), ending on the subsequent Fiscal Year ending date. This Bond shall expire at the end of the Initial Term or, if extended, at the end of the final Renewal Term. Provided that at any time should the surety elect not to extend the bond for a Renewal Term, it must so inform the Obligee in writing prior to ninety (90) days before the expiry of the existing Initial Term or final Renewal Term. If the surety does not so inform the Obligee of its intention not to extend the bond as stated herein, the bond will automatically be deemed extended for an additional Renewal Term.

WHEREAS, it is one of the conditions precedent to the final award of the Contract that these presents be executed.

NOW, THEREFORE, during the initial term of said Contract, any renewal term, and during any extensions thereto that may be granted by the Administration, and during the guarantee and warranty period, if any, required under the Contract, unless otherwise stated therein, this Performance Bond shall remain in full force and effect unless and until the following terms and conditions are met:

1. Principal shall well and truly perform the Contract; and
2. Principal and Surety shall comply with the terms and conditions in this Performance Bond.

Whenever Principal shall be declared by the Administration to be in default under the Contract, the Surety may, within 15 days after notice of default from the Administration, notify the Administration of its election to either promptly proceed to remedy the default or promptly proceed to complete the contract in accordance with and subject to its terms and conditions. In the event the Surety does not elect to exercise either of the above stated options, then the Administration thereupon shall have the remaining contract work completed, Surety to remain liable hereunder for all expenses of completion up to but not exceeding the penal sum stated above.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligation on this Performance Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

This Performance Bond shall be governed by and construed in accordance with the laws of the State of Maryland and any reference herein to Principal or Surety in the singular shall include all entities in the plural who or which are signatories under the Principal or Surety heading below.

IN WITNESS WHEREOF, Principal and Surety have set their hands and seals to this Performance Bond. If any individual is a signatory under the Principal heading below, then each such individual has signed below on his or her own behalf, has set forth below the name of the firm, if any, in whose name he or she is doing business, and has set forth below his or her title as a sole proprietor. If any partnership or joint venture is a signatory under the Principal heading below, then all members of each such partnership or joint venture have signed below, each member has set forth below the name of the partnership or joint venture, and each member has set forth below his or her title as a general partner, limited partner, or member of joint venture, whichever is applicable. If any corporation is a signatory under the Principal or Surety heading below, then each such corporation has caused the following: the corporation's name to be set forth below, a duly authorized representative of the corporation to affix below the corporation's seal and to attach hereto a notarized corporate resolution of power of attorney authorizing such action, and each such duly authorized representative to sign below and set forth below his or her title as a representative of the corporation. If any individual acts as a witness to any signature below, then each such individual has signed below and has set forth below his or her title as a witness. All of the above has been done as of the Date of Bond shown above.

In Presence of:	Individual Principal
Witness:	
_____ as to	_____ (SEAL)

In Presence of:	Co-Partnership Principal
Witness:	
_____	_____ (SEAL)
	(Name of Co-Partnership)
_____ as to	By: _____ (SEAL)
_____ as to	_____ (SEAL)
_____ as to	_____ (SEAL)

	Corporate Principal
Attest:	_____
	(Name of Corporation)
	AFFIX
_____ as to	By: _____ CORPORATE
Corporate Secretary	President SEAL

Attest:	(Corporate Surety)
(SEAL)	By: _____ (SEAL)
Signature	Title _____
Bonding Agent's Name: _____	
Agent's Address _____	(Business Address of Surety)

Approved as to legal form and sufficiency this
_____ day of _____ 20 _____

Asst. Attorney General

B. Payment Bond. The required payment bond shall be in the form specified as follows:

ANNUAL PAYMENT BOND – RENEWABLE FOR MULTIYEAR AWARDS

Principal	Business Address of Principal
Surety a corporation of the State of _____ and authorized to do business in the State of Maryland	Obligee STATE OF MARYLAND
Penal Sum of Bond (express in words and figures) _____	Date Bond Executed _____, 20____ Initial Term Fiscal Year Ending June 30, 20____

KNOW ALL BY THESE PRESENTS, That we, the Principal named above and Surety named above, being authorized to do business in Maryland, and having business address as shown above, are held and firmly bound unto the Obligee named above, for the use and benefit of claimants as hereinafter defined, in the Penal Sum of this Payment Bond stated above, for the payment of which Penal Sum we bind ourselves, our heirs, executors, administrators, personal representatives, successors, and assigns, jointly and severally, firmly by these co-sureties, bind ourselves, our successors and assigns, in such Penal Sum jointly and severally as well as severally only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each co-surety binds itself, jointly and severally with the Principal, for the payment of such sum as appears above its name below, but if no limit of liability is indicated, the limit of such liability shall be the full amount of the Penal Sum.

WHEREAS, Principal has entered into or will enter into a multiyear contract with the State, by and through the Administration named above acting for the State of Maryland, which contract is described above, and incorporated herein by reference. The contract and all items incorporated into the contract, together with any and all changes, extensions of time, alterations, modifications, or additions to the contract or to the work to be performed thereunder or to the Plans, Specifications, and Special Provisions, or any of them, or to any other items incorporated into the contract shall hereinafter be referred to as the "Contract".

The term of this Bond is for the period beginning on the date the bond is executed and ending on the indicated Initial Term Fiscal Year Ending Date (the "Initial Term"). If requested by the Principal, the Initial Term may be extended, solely at the option of the Surety, for additional one (1) year periods (each a "Renewal Term"), ending on the subsequent Fiscal Year ending date. This Bond shall expire at the end of the Initial Term or, if extended, at the end of the final Renewal Term. Provided that at any time should the surety elect not to extend the bond for a Renewal Term, it must so inform the Obligee in writing prior to ninety (90) days before the expiry of the existing Initial Term or final Renewal Term. If the surety does not so inform the Obligee of its intention not to extend the bond as stated herein, the bond will automatically be deemed extended for an additional Renewal Term.

WHEREAS, it is one of the conditions precedent to the final award of the Contract that these presents be executed.

NOW THEREFORE, the condition of this obligation is such that if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and materials furnished, supplied and reasonably required for use in the performance of the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect, subject to the following conditions:

1. A claimant is defined to be any and all of those persons supplying services or materials (including lessors of equipment to the extent of the fair market value thereof) to the Principal or its subcontractors and subcontractors in the prosecution of the work provided for in the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Obligee that every claimant as herein defined, may sue on this Bond for the use of such claimant and prosecute the suit to final judgment for such sum or sums as may be justly due claimant and have execution thereon. The Obligee shall not be liable for the payment of any costs or expenses of any such suit.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of a Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligation on this Payment Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of a Contract or to the work or to the Specifications.

This Payment Bond shall be governed by and construed in accordance with the laws of the State of Maryland and any reference herein to Principal or Surety in the singular shall include all entities in the plural who or which are signatories under the Principal or Surety heading below.

IN WITNESS WHEREOF, Principal and Surety have set their hands and seals to this Payment Bond. If any individual is a signatory under the Principal heading below, then each such individual has signed below on his or her own behalf, has set forth below the name of the firm, if any, in whose name he or she is doing business, and has set forth below his or her title as a sole proprietor. If any partnership or joint venture is a signatory under the Principal heading below, then all members of each such partnership or joint venture have signed below, each member has set forth below the name of the partnership or joint venture, and

each member has set forth below his or her title as a general partner, limited partner, or member of joint venture, whichever is applicable. If any corporation is a signatory under the Principal or Surety heading below, then each such corporation has caused the following: the corporation's name to be set forth below, a duly authorized representative of the corporation to affix below the corporation's seal and to attach hereto a notarized corporate resolution of power of attorney authorizing such action, and each such duly authorized representative to sign below and set forth below his or her title as a representative of the corporation. If any individual acts as a witness to any signature below, then each such individual has signed below and has set forth below his or her title as a witness. All of the above has been done as of the Date of Bond shown above.

In Presence of: Witness: _____ _____ as to	Individual Principal _____ (SEAL)
In Presence of: Witness: _____ _____ as to _____ as to _____ as to	Co-Partnership Principal _____ (SEAL) (Name of Co-Partnership) By: _____ (SEAL) _____ (SEAL) _____ (SEAL)
Attest: _____ Corporate Secretary	Corporate Principal _____ (Name of Corporation) AFFIX By: _____ CORPORATE President SEAL
Attest: _____ (SEAL) Signature Bonding Agent's Name: _____ Agent's Address _____	_____ (Corporate Surety) By: _____ (SEAL) Title _____ _____ (Business Address of Surety)

Approved as to legal form and sufficiency this
 _____ day of _____ 20 _____

 Asst. Attorney General

STATE PROCUREMENT REGULATIONS

21.07.01.28

Administrative History

Effective date: July 1, 1981 (8:13 Md. R. II-5)

Regulation .09A amended effective May 6, 1985 (12:9 Md. R. 816)

Chapter revised effective January 9, 1989 (15:27 Md. R. 3138)

Regulation .03 amended effective August 2, 1993 (20:15 Md. R. 1221)

Regulation .05 amended effective October 2, 2000 (27:19 Md. R. 1730); July 9, 2001 (28:13 Md. R. 1216)

Regulation .08 amended effective December 25, 2000 (27:25 Md. R. 2284); January 2, 2017 (43:26 Md. R. 1449)

Regulation .11A amended effective November 22, 1993 (20:23 Md. R. 1086)

Regulation .12A amended effective November 22, 1993 (20:23 Md. R. 1086)

Regulation .14 amended effective May 13, 2013 (40:9 Md. R. 789); July 15, 2019 (46:14 Md. R. 623)

Regulation .18 amended effective January 2, 2017 (43:26 Md. R. 1449)

Regulation .19 amended effective March 11, 2019 (46:5 Md. R. 310)

Regulation .20 amended effective January 26, 1998 (25:2 Md. R. 79); December 25, 2000 (27:25 Md. R. 2284); January 2, 2017 (43:26 Md. R. 1449)

Regulation .25 amended effective October 1, 1990 (17:19 Md. R. 2322); August 2, 1993 (20:15 Md. R. 1221); August 8, 2011 (38:16 Md. R. 946); May 13, 2013 (40:9 Md. R. 789)

Regulation .25C amended effective March 11, 2019 (46:5 Md. R. 310)

Regulation .25D amended effective January 2, 2017 (43:26 Md. R. 1449)

Regulation .26 adopted as an emergency provision effective August 8, 1997 (24:18 Md. R. 1294); emergency status rescinded effective October 16, 1997 (24:23 Md. R. 1608)

Regulation .26 adopted effective March 12, 2007 (34:5 Md. R. 562)

Regulation .26A amended effective January 2, 2017 (43:26 Md. R. 1449)

Regulation .26B amended effective March 5, 2012 (39:4 Md. R. 338)

Regulation .27 adopted effective July 15, 2019 (46:14 Md. R. 623)

Regulation .28 adopted effective July 15, 2019 (46:14 Md. R. 623)

Maryland State Admin Fee: Estimated at 1%, but any fee will be determined at such time Maryland may elect to negotiate any Participating Addendum.

**STATE OF TENNESSEE PARTICIPATING ADDENDUM
TO NASPO RFP AZ-BPM003137
MAILING EQUIPMENT, SUPPLIES, AND MAINTENANCE**

A. SCOPE: This State of Tennessee Participating Addendum (hereinafter "Contract") by and between the State of Tennessee ("hereinafter "State") and **Company(ies)** (hereinafter "Contractor") is for the provision of Mailroom Equipment, Supplies and Maintenance.

A.1. The Contractor shall provide all goods or services and deliverables as required, described, and detailed below and shall meet all service and delivery timelines as specified by this Contract.

B. TERM OF CONTRACT:

The term of this Participating Addendum will be effective upon the final execution date by the Participating State and co-terminus with the Master Agreement term unless otherwise cancelled or terminated as set forth in this Participating Addendum by the Participating State. Lead State amendments to extend the term date shall be incorporated into this Participating Addendum upon approval by the Participating State.

Special note regarding Term of Contract. The NASPO ValuePoint term is a one (1) year contract term ending **DATE**, with four (4) additional one-year options to renew. No new leases will be entered beyond the end of year five (5) (**DATE**) from the resulting contract. The remaining five (5) years of the Edison statewide contract will allow agencies to complete the existing lease terms.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Estimated Liability. The total purchases of any goods or services under the Contract are not known. The State estimates the purchases during the Term shall be four million seven hundred thirty-five thousand five hundred dollars (\$4,735,500.00) ("Estimated Liability"). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.

C.2. Price Changes. Prices listed in awarded published catalog, price lists or price schedule shall remain firm for three hundred sixty-five (365) days ("Firm Price Period").

a. Price Decreases. After the Firm Price Period, prices shall be equitably adjusted to reflect a decrease in Contractor's costs.

b. Price Increases. After the Firm Price Period, Contractor may request price increases. The request shall: include copies of the new price lists or catalog that reflect a change in the Contractor's cost; not constitute an increase in profit; and apply to all of the Contractor's customers.

c. Approval of Price Changes. The State may at its sole option: (1) grant the Contractor's request; (2) cancel the Contract and award it to the next apparent best evaluated Respondent; (3) cancel the Contract and reissue the solicitation; or (4) deny the Contractor's request. If approved, any price changes of less than seven percent (7%) will become effective upon the State's approval in writing. Price changes exceeding seven percent (7%) shall require a Contract amendment. The Contractor shall honor all purchase orders dated prior to the approved price change. Upon request from the State, the Contractor shall furnish the approved catalog, price schedule or price list as applicable to the State at no charge.

C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates for goods or services contained in Contract Appendix # and as authorized by the State in a total

amount as set forth in Section C.1. The Contractor's compensation shall be contingent upon the satisfactory provision of goods or services as set forth in Section A.

- C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel time, travel expenses, meals, or lodging.
- C.5. Invoice Requirements. The Contractor shall invoice the State only for goods delivered and accepted by the State or services satisfactorily provided at the amounts stipulated in Section C.3., above. Contractor shall submit invoices and necessary supporting documentation, no more frequently than once a month, and no later than thirty (30) days after goods or services have been provided to the following address:

State Agency Billing Address

- a. Each invoice, on Contractor's letterhead, shall clearly and accurately detail all of the following information (calculations must be extended and totaled correctly):
- (1) Invoice number (assigned by the Contractor);
 - (2) Invoice date;
 - (3) Contract number (assigned by the State);
 - (4) Customer account name: **State Agency & Division Name;**
 - (5) Customer account number (assigned by the Contractor to the above-referenced Customer);
 - (6) Contractor name;
 - (7) Contractor Tennessee Edison registration ID number;
 - (8) Contractor contact for invoice questions (name, phone, or email);
 - (9) Contractor remittance address;
 - (10) Description of delivered goods or services provided and invoiced, including identifying information as applicable;
 - (11) Number of delivered or completed units, increments, hours, or days as applicable, of each good or service invoiced;
 - (12) Applicable payment methodology (as stipulated in Section C.3.) of each good or service invoiced;
 - (13) Amount due for each compensable unit of good or service; and
 - (14) Total amount due for the invoice period.
- b. Contractor's invoices shall:
- (1) Only include charges for goods delivered or services provided as described in Section A and in accordance with payment terms and conditions set forth in Section C;
 - (2) Only be submitted for goods delivered or services completed and shall not include any charge for future goods to be delivered or services to be performed;
 - (3) Not include Contractor's taxes, which includes without limitation Contractor's sales and use tax, excise taxes, franchise taxes, real or personal property taxes, or income taxes; and
 - (4) Include shipping or delivery charges only as authorized in this Contract.
- c. The timeframe for payment (or any discounts) begins only when the State is in receipt of an invoice that meets the minimum requirements of this Section C.5.
- C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or other matter. A payment by the State shall not be construed as acceptance of goods delivered, any part of the services provided, or as approval of any amount invoiced.
- C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment that is determined by the State, on the basis of audits conducted in

accordance with the terms of this Contract, to not constitute proper compensation for goods delivered or services provided.

- C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee, any amounts that are or shall become due and payable to the State of Tennessee by the Contractor.
- C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following, properly completed documentation.
- a. The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and
 - b. The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.

D. MANDATORY TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract until it is duly approved by the Parties and all appropriate State officials in accordance with applicable Tennessee laws and regulations. Depending upon the specifics of this Contract, this may include approvals by the Commissioner of Finance and Administration, the Commissioner of Human Resources, the Comptroller of the Treasury, and the Chief Procurement Officer. Approvals shall be evidenced by a signature or electronic approval.
- D.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective Party at the appropriate mailing address, facsimile number, or email address as stated below or any other address provided in writing by a Party.

The State:

Mr. Erik Busby, Category Specialist
Central Procurement Office
Tennessee Tower, 3rd Floor
312 Rosa L. Parks Avenue
Nashville, TN 37243
Erik.Busby@tn.gov
Telephone # 615-253-8900
FAX # 615-741-0684

The Contractor:

Contractor Contact Name & Title
Contractor Name
Address
Email Address
Telephone # Number
FAX # Number

All instructions, notices, consents, demands, or other communications shall be considered effective upon receipt or recipient confirmation as may be required.

- D.3. Modification and Amendment. This Contract may be modified only by a written amendment signed by all Parties and approved by all applicable State officials.
- D.4. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Contract upon written notice to the Contractor. The State's exercise of its right to terminate this Contract shall not constitute a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. If the State terminates this Contract due to lack of funds availability, the Contractor shall be entitled to compensation for all conforming goods requested and accepted by the State and for all satisfactory and authorized services completed as of the termination date. Should the State exercise its right to terminate this Contract due to unavailability of funds, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages of any description or amount.
- D.5. Termination for Convenience. The State may terminate this Contract for convenience without cause and for any reason. The State shall give the Contractor at least sixty (60) days written notice before the termination date. The Contractor shall be entitled to compensation for all conforming goods delivered and accepted by the State or for satisfactory, authorized services completed as of the termination date. In no event shall the State be liable to the Contractor for compensation for any goods neither requested nor accepted by the State or for any services neither requested by the State nor satisfactorily performed by the Contractor. In no event shall the State's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State for any damages or claims arising under this Contract.
- D.6. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor materially violates any terms of this Contract ("Breach Condition"), the State shall have the right to immediately terminate the Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Contract.
- D.7. Assignment and Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the goods or services provided under this Contract without the prior written approval of the State. Notwithstanding any use of the approved subcontractors, the Contractor shall be the prime contractor and responsible for compliance with all terms and conditions of this Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving an assignment of this Contract in whole or in part or the use of subcontractors in fulfilling the Contractor's obligations under this Contract.
- D.8. Conflicts of Interest. The Contractor warrants that no part of the Contractor's compensation shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed under this Contract.
- The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if the Contractor is, or within the past six (6) months has been, an employee of the State of Tennessee or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six (6) months has been, an employee of the State of Tennessee.
- D.9. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any

other classification protected by federal or state law. The Contractor shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.10. Equal Opportunity. The Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - (1) Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising;
 - (2) Layoff or termination;
 - (3) Rates of pay or other forms of compensation; and
 - (4) Selection for training, including apprenticeship.

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. If the State approves any subcontract, the subcontract shall include paragraphs (a) and (b) above.
- d. In addition, to the extent applicable the Contractor agrees to comply with 41 C.F. R. § 60-1.4, as that section is amended from time to time during the term.

D.11. Prohibition of Illegal Immigrants. The requirements of Tenn. Code Ann. § 12-3-309 addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.

- a. The Contractor agrees that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment 1, semi-annually during the Term. If the Contractor is a party to more than one contract with the State, the Contractor may submit one attestation that applies to all contracts with the State. All Contractor attestations shall be maintained by the Contractor and made available to State officials upon request.
- b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the Term, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work under this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Contract. Attestations obtained from subcontractors shall be maintained by the Contractor and made available to State officials upon request.
- c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Contractor's records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.

- d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.
 - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not: (i) a United States citizen; (ii) a Lawful Permanent Resident; (iii) a person whose physical presence in the United States is authorized; (iv) allowed by the federal Department of Homeland Security and who, under federal immigration laws or regulations, is authorized to be employed in the U.S.; or (v) is otherwise authorized to provide services under the Contract.
- D.12. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, for work performed or money received under this Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.13. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.14. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.15. Strict Performance. Failure by any Party to this Contract to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the Parties.
- D.16. Independent Contractor. The Parties shall not act as employees, partners, joint venturers, or associates of one another. The Parties are independent contracting entities. Nothing in this Contract shall be construed to create an employer/employee relationship or to allow either Party to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one Party are not employees or agents of the other Party.
- D.17. Patient Protection and Affordable Care Act. The Contractor agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. The Contractor shall indemnify the State and hold it harmless from any costs to the State arising from Contractor's failure to fulfill its PPACA responsibilities for itself or its employees.
- D.18. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Contract. In no event will the State be liable to the Contractor or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Contract or otherwise. Notwithstanding anything else herein, the State's total liability under this Contract (including without limitation any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Estimated Liability. This limitation of liability is cumulative and not per incident.

D.19. Limitation of Contractor's Liability. In accordance with Tenn. Code Ann. § 12-3-701, the Contractor's liability for all claims arising under this Contract shall be limited to an amount equal to two (2) times the Estimated Liability amount detailed in Section C.1. and as may be amended, PROVIDED THAT in no event shall this Section limit the liability of the Contractor for: (i) intellectual property or any Contractor indemnity obligations for infringement for third-party intellectual property rights; (ii) any claims covered by any specific provision in the Contract providing for liquidated damages; or (iii) any claims for intentional torts, criminal acts, fraudulent conduct, or acts or omissions that result in personal injuries or death.

D.20. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys' fees, court costs, expert witness fees, and other litigation expenses for the State to enforce the terms of this Contract.

In the event of any suit or claim, the Parties shall give each other immediate notice and provide all necessary assistance to respond. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

D.21. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Contract.

- a. Contractor warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Contract.
- b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules.
- c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.
- d. The Contractor will indemnify the State and hold it harmless for any violation by the Contractor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.

D.22. Tennessee Consolidated Retirement System. Subject to statutory exceptions contained in Tenn. Code Ann. §§ 8-36-801, *et seq.*, the law governing the Tennessee Consolidated Retirement System ("TCRS"), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established under Tenn. Code Ann. §§ 8-35-101, *et seq.*, accepts State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this

Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of “employee/employer” and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the Term.

- D.23. Tennessee Department of Revenue Registration. The Contractor shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Contract.
- D.24. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded, disqualified, or presently fall under any of the prohibitions of sections a-d.

- D.25. Force Majeure. “Force Majeure Event” means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a default under this Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Contractor’s representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event under this Contract. Contractor will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Contractor’s performance longer than forty-eight (48) hours, the State may, upon notice to Contractor: (a) cease payment of the fees for the affected obligations until Contractor resumes performance of the affected obligations; or (b) immediately terminate this Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Contractor will

not increase its charges under this Contract or charge the State any fees other than those provided for in this Contract as the result of a Force Majeure Event.

- D.26. State and Federal Compliance. The Contractor shall comply with all State and federal laws and regulations applicable to Contractor in the Contractor's performance of this Contract.
- D.27. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Contract. The Contractor acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Contract shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 - 408.
- D.28. Entire Agreement. This Contract is complete and contains the entire understanding between the Parties relating to its subject matter, including all the terms and conditions of the Parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the Parties, whether written or oral.
- D.29. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Contract shall not be affected and shall remain in full force and effect. The terms and conditions of this Contract are severable.
- D.30. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- D.31. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below:
- a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;
 - b. this Contract with any attachments or exhibits (excluding the items listed at subsections c. through f., below), which includes [identify attachments and exhibits];
 - c. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
 - d. the NASPO solicitation, as may be amended, requesting responses in competition for this Contract;
 - e. any technical specifications provided to proposers during the procurement process to award this Contract; and
 - f. the Contractor's response seeking this Contract.
- D.32. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Contract. The Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.33. Insurance. Contractor shall maintain insurance coverage as specified in this Section. The State reserves the right to amend or require additional insurance coverage, coverage amounts, and endorsements required under this Contract. Contractor's failure to maintain or submit evidence of insurance coverage, as required, is a material breach of this Contract. If Contractor loses insurance coverage, fails to renew coverage, or for any reason becomes uninsured during the Term, Contractor shall immediately notify the State. All insurance companies providing coverage must be: (a) acceptable to the State; (b) authorized by the Tennessee Department of Commerce and Insurance ("TDCI"); and (c) rated A- / VII or better by A.M. Best. All coverage must be on a primary basis and noncontributory with any other insurance or self-insurance carried by the State. Contractor agrees to name the State as an additional insured on any insurance policy with the exception of workers' compensation (employer liability) and professional liability (errors and

omissions) insurance. All policies must contain an endorsement for a waiver of subrogation in favor of the State. Any deductible or self insured retention ("SIR") over fifty thousand dollars (\$50,000) must be approved by the State. The deductible or SIR and any premiums are the Contractor's sole responsibility. The Contractor agrees that the insurance requirements specified in this Section do not reduce any liability the Contractor has assumed under this Contract including any indemnification or hold harmless requirements.

To achieve the required coverage amounts, a combination of an otherwise deficient specific policy and an umbrella policy with an aggregate meeting or exceeding the required coverage amounts is acceptable. For example: If the required policy limit under this Contract is for two million dollars (\$2,000,000) in coverage, acceptable coverage would include a specific policy covering one million dollars (\$1,000,000) combined with an umbrella policy for an additional one million dollars (\$1,000,000). If the deficient underlying policy is for a coverage area without aggregate limits (generally Automobile Liability and Employers' Liability Accident), Contractor shall provide a copy of the umbrella insurance policy documents to ensure that no aggregate limit applies to the umbrella policy for that coverage area. In the event that an umbrella policy is being provided to achieve any required coverage amounts, the umbrella policy shall be accompanied by an endorsement at least as broad as the Insurance Services Office, Inc. (also known as "ISO") "Noncontributory—Other Insurance Condition" endorsement or shall be written on a policy form that addresses both the primary and noncontributory basis of the umbrella policy if the State is otherwise named as an additional insured.

Contractor shall provide the State a certificate of insurance ("COI") evidencing the coverages and amounts specified in this Section. The COI must be on a form approved by the TDCI (standard ACORD form preferred). The COI must list each insurer's National Association of Insurance Commissioners (NAIC) number and be signed by an authorized representative of the insurer. The COI must list the State of Tennessee – CPO Risk Manager, 312 Rosa L. Parks Ave., 3rd floor Central Procurement Office, Nashville, TN 37243 as the certificate holder. Contractor shall provide the COI ten (10) business days prior to the Effective Date and again thirty (30) calendar days before renewal or replacement of coverage. Contractor shall provide the State evidence that all subcontractors maintain the required insurance or that subcontractors are included under the Contractor's policy. At any time, the State may require Contractor to provide a valid COI. The Parties agree that failure to provide evidence of insurance coverage as required is a material breach of this Contract. If Contractor self-insures, then a COI will not be required to prove coverage. Instead Contractor shall provide a certificate of self-insurance or a letter, on Contractor's letterhead, detailing its coverage, policy amounts, and proof of funds to reasonably cover such expenses. The State reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

The State agrees that it shall give written notice to the Contractor as soon as practicable after the State becomes aware of any claim asserted or made against the State, but in no event later than thirty (30) calendar days after the State becomes aware of such claim. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor or its insurer, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

The insurance obligations under this Contract shall be: (1)—all the insurance coverage and policy limits carried by the Contractor; or (2)—the minimum insurance coverage requirements and policy limits shown in this Contract; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and minimum required policy limits, which are applicable to a given loss, shall be available to the State. No representation is made that the minimum insurance requirements of the Contract are sufficient to cover the obligations of the Contractor arising under this Contract. The Contractor shall obtain and maintain, at a minimum, the following insurance coverages and policy limits.

- a. Commercial General Liability ("CGL") Insurance

- 1) The Contractor shall maintain CGL, which shall be written on an ISO Form CG 00 01 occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from property damage, premises and operations products and completed operations, bodily injury, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

The Contractor shall maintain single limits not less than one million dollars (\$1,000,000) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this policy or location of occurrence or the general aggregate limit shall be twice the required occurrence limit.

b. Workers' Compensation and Employer Liability Insurance

- 1) For Contractors statutorily required to carry workers' compensation and employer liability insurance, the Contractor shall maintain:
 - i. Workers' compensation in an amount not less than one million dollars (\$1,000,000) including employer liability of one million dollars (\$1,000,000) per accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit by disease, and one million dollars (\$1,000,000) per employee for bodily injury by disease.
- 2) If the Contractor certifies that it is exempt from the requirements of Tenn. Code Ann. §§ 50-6-101 – 103, then the Contractor shall furnish written proof of such exemption for one or more of the following reasons:
 - i. The Contractor employs fewer than five (5) employees;
 - ii. The Contractor is a sole proprietor;
 - iii. The Contractor is in the construction business or trades with no employees;
 - iv. The Contractor is in the coal mining industry with no employees;
 - v. The Contractor is a state or local government; or
 - vi. The Contractor self-insures its workers' compensation and is in compliance with the TDCI rules and Tenn. Code Ann. § 50-6-405.

c. Automobile Liability Insurance

- 1) The Contractor shall maintain automobile liability insurance which shall cover liability arising out of any automobile (including owned, leased, hired, and non-owned automobiles).
- 2) The Contractor shall maintain bodily injury/property damage with a limit not less than one million dollars (\$1,000,000) per occurrence or combined single limit.

d. Technology Professional Liability (Errors & Omissions)/Cyber Liability Insurance

- 1) The Contractor shall maintain technology professional liability (errors & omissions)/cyber liability insurance appropriate to the Contractor's profession in an amount not less than ten million dollars (\$10,000,000) per occurrence or claim and ten million dollars (\$10,000,000) annual aggregate, covering all acts, claims,

errors, omissions, negligence, infringement of intellectual property (including copyright, patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, information theft, damage to destruction of or alteration of electronic information, breach of privacy perils, wrongful disclosure and release of private information, collection, or other negligence in the handling of confidential information, and including coverage for related regulatory fines, defenses, and penalties.

- 2) Such coverage shall include data breach response expenses, in an amount not less than ten million dollars (\$10,000,000) and payable whether incurred by the State or Contractor, including but not limited to consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services and expenses in the performance of services for the State or on behalf of the State hereunder.

e. Crime Insurance

- 1) The Contractor shall maintain crime insurance, which shall be written on a "loss sustained form" or "loss discovered form" providing coverage for third party fidelity, including cyber theft and extortion. The policy must allow for reporting of circumstances or incidents that may give rise to future claims, include an extended reporting period of no less than two (2) years with respect to events which occurred but were not reported during the term of the policy, and not contain a condition requiring an arrest or conviction.
- 2) Any crime insurance policy shall have a limit not less than one million dollars (\$1,000,000) per claim and one million dollars (\$1,000,000) in the aggregate. Any crime insurance policy shall contain a Social Engineering Fraud Endorsement with a limit of not less than two hundred and fifty thousand dollars (\$250,000). This insurance may be written on a claims-made basis, but in the event that coverage is cancelled or non-renewed, the Contractor shall purchase an extended reporting or "tail coverage" of at least two (2) years after the Term.

- D.34. Major Procurement Contract Sales and Use Tax. Pursuant to Tenn. Code Ann. § 4-39-102 and to the extent applicable, the Contractor and the Contractor's subcontractors shall remit sales and use taxes on the sales of goods or services that are made by the Contractor or the Contractor's subcontractors and that are subject to tax.
- D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Contractor to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Contractor shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, the special terms and conditions shall be subordinate to the Contract's other terms and conditions.

- E.2. Statewide Contract. This Contract establishes a source or sources of supply for all Tennessee State Agencies. "Tennessee State Agency" refers to the various departments, institutions, boards, commissions, and agencies of the executive branch of government of the State of Tennessee with exceptions as addressed in Tenn. Comp. R. & Regs. 0690-03-01-.01. The Contractor shall provide all goods or services and deliverables as required by this Contract to all Tennessee State Agencies. The Contractor shall make this Contract available to the following entities, who are authorized to and who may purchase off of this Statewide Contract ("Authorized Users"):
- a. all Tennessee State governmental entities (this includes the legislative branch; judicial branch; and, commissions and boards of the State outside of the executive branch of government);
 - b. Tennessee local governmental agencies;
 - c. members of the University of Tennessee or Tennessee Board of Regents systems;
 - d. any private nonprofit institution of higher education chartered in Tennessee; and,
 - e. any corporation which is exempted from taxation under 26 U.S.C. Section 501(c) (3), as amended, and which contracts with the Department of Mental Health and Substance Abuse to provide services to the public (Tenn. Code Ann. § 33-2-1001).

These Authorized Users may utilize this Contract by purchasing directly from the Contractor according to their own procurement policies and procedures. The State is not responsible or liable for the transactions between the Contractor and Authorized Users.

- E.3. Statewide Contract Reports. All reports shall be submitted electronically in Microsoft Excel format. Reports shall include the ability to sort or summarize data in accordance with the Contract Administrator's specifications. All reports shall be provided at no additional cost to the State.

- a. Quarterly Reports: Contractor(s) will submit quarterly reports to the Contract Administrator no later than thirty (30) days after the end of the State's quarter (e.g. a fiscal year quarter 2 report for October - December is due no later than January 30th). At the Contract Administrator's sole discretion, the State may extend the time allowed to complete quarterly reports. Quarterly reports shall provide statistical data on all purchases under this Contract by Tennessee State Agencies and Authorized Users. At minimum, the quarterly report's statistical data shall be detailed and broken down by line item to include:

1. Edison contract number
2. Contract line item number
3. Invoice date
4. Invoice number
5. Supplier part number
6. Item or bundle description
7. Quantity purchased
8. Unit of measure
9. Unit of measure description
10. Name of State Agency or Authorized User
11. Identity of purchaser: State entity or non-State entity
12. State Agency location
13. Unit/Contract price per line item
14. List price as listed in supplier's catalog if catalog item
15. Subtotals for each category above
16. Grand totals for each category above

- b. Custom Reports: When requested by the State, the Contractor shall submit custom reports to the Contract Administrator within thirty (30) days of the request.

- E.4. State of Tennessee Administrative Fee. A one percent (1%) administrative fee will be included in the cost of all goods and/or services purchased under this Contract. This one percent (1%) administrative fee will be rebated back to the State of Tennessee based on quarterly contract

usage of all Authorized Users. The administrative fee is due to the State no later than sixty (60) days after the end of the specified reporting period, as detailed below:

Calendar Quarter 1 (Jan 1-Mar 31)
Calendar Quarter 2 (Apr 1-June 30)
Calendar Quarter 3 (July 1-Sep 30)
Calendar Quarter 4 (Oct 1-Dec 31)

Contractor shall submit payments to:
Ron Plumb, Director of Financial Management
Department of General Services
22nd Floor, William R Snodgrass, Tennessee Tower
312 Rosa L. Parks Avenue
Nashville, TN 37243

Contract usage reports shall be submitted to:
Contract Administrator
Department of General Services
3rd Floor, William R. Snodgrass, Tennessee Tower
312 Rosa L. Parks Avenue
Nashville, TN 37243
Email: CPO.SWC@tn.gov

- E.5. Intellectual Property Indemnity. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State concerning or arising out of any claim of an alleged patent, copyright, trade secret or other intellectual property infringement. In any such claim or action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any settlement or final judgment, and the Contractor shall be responsible for all legal or other fees or expenses incurred by the State arising from any such claim. The State shall give the Contractor notice of any such claim or suit, however, the failure of the State to give such notice shall only relieve Contractor of its obligations under this Section to the extent Contractor can demonstrate actual prejudice arising from the State's failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State of Tennessee in any legal matter, as provided in Tenn. Code Ann. § 8-6-106.
- E.6. Software License Warranty. Contractor grants a license to the State to use all software provided under this Contract in the course of the State's business and purposes.
- E.7. Software Support and Maintenance Warranty. Contractor shall provide to the State all software upgrades, modifications, bug fixes, or other improvements in its software that it makes generally available to its customers.
- E.8. Extraneous Terms and Conditions. Contractor shall fill all orders submitted by the State under this Contract. No purchase order, invoice, or other documents associated with any sales, orders, or supply of any good or service under this Contract shall contain any terms or conditions other than as set forth in the Contract. Any such extraneous terms and conditions shall be void, invalid and unenforceable against the State. Any refusal by Contractor to supply any goods or services under this Contract conditioned upon the State submitting to any extraneous terms and conditions shall be a material breach of the Contract and constitute an act of bad faith by Contractor.
- E.9. Prison Rape Elimination Act (PREA). The Contractor must comply with the Prison Rape Elimination Act (PREA) of 2003 (Federal law 42 U.S.C. 15601 et. seq.), with all applicable Federal PREA standards, and with all State policies and standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within facilities/programs/offices owned, operated, or contracted.

E.10. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

E.11. Contractor Commitment to Diversity. The Contractor shall comply with and make reasonable business efforts to exceed the commitment to diversity represented by the Contractor's Response to this Participating Addendum (Attachment 2) and resulting in this Contract.

The Contractor shall assist the State in monitoring the Contractor's performance of this commitment by providing, as requested, a monthly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, service-disabled veterans, and persons with disabilities. Such reports shall be provided to the State of Tennessee Governor's Office of Diversity Business Enterprise in the TN Diversity Software available online at:

<https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9810>.

E.12. Partial Takeover of Contract. The State may, at its convenience and without cause, exercise a partial takeover of any service that the Contractor is obligated to perform under this Contract, including any service which is the subject of a subcontract between Contractor and a third party (a "Partial Takeover"). A Partial Takeover of this Contract by the State shall not be deemed a breach of contract. The Contractor shall be given at least thirty (30) days prior written notice of a Partial Takeover. The notice shall specify the areas of service the State will assume and the date the State will be assuming. The State's exercise of a Partial Takeover shall not alter the Contractor's other duties and responsibilities under this Contract. The State reserves the right to withhold from the Contractor any amounts the Contractor would have been paid but for the State's exercise of a Partial Takeover. The amounts shall be withheld effective as of the date the State exercises its right to a Partial Takeover. The State's exercise of its right to a Partial Takeover of this Contract shall not entitle the Contractor to any actual, general, special, incidental, consequential, or any other damages irrespective of any description or amount.

E.13. Unencumbered Personnel. The Contractor shall not restrict its employees, agents, subcontractors or principals who perform services for the State under this Contract from performing the same or similar services for the State after the termination of this Contract, either

as a State employee, an independent contractor, or an employee, agent, subcontractor or principal of another contractor with the State.

- E.14. Personally Identifiable Information. While performing its obligations under this Contract, Contractor may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Contractor agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Contractor shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Contractor and in accordance with this Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Contractor shall immediately notify State: (1) of any disclosure or use of any PII by Contractor or any of its employees, agents and representatives in breach of this Contract; and (2) of any disclosure of any PII to Contractor or its employees, agents and representatives where the purpose of such disclosure is not known to Contractor or its employees, agents and representatives. The State reserves the right to review Contractor's policies and procedures used to maintain the security and confidentiality of PII and Contractor shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Contractor is in full compliance with its obligations under this Contract in relation to PII. Upon termination or expiration of the Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Contractor shall immediately return to the State any and all PII which it has received under this Contract and shall destroy all records of such PII.

The Contractor shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Contractor ("Unauthorized Disclosure") that come to the Contractor's attention. Any such report shall be made by the Contractor within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Contractor. Contractor shall take all necessary measures to halt any further Unauthorized Disclosures. The Contractor, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Contractor shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Contract.

- E.15. Federal Funding Accountability and Transparency Act (FFATA). This Contract requires the Contractor to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Contractor is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Contractor provides information to the State as required.

The Contractor shall comply with the following:

- a. Reporting of Total Compensation of the Contractor's Executives.
- (1) The Contractor shall report the names and total compensation of each of its five most highly compensated executives for the Contractor's preceding completed fiscal year, if in the Contractor's preceding fiscal year it received:

- i. 80 percent or more of the Contractor's annual gross revenues from federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
- ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and subawards); and
- iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Securities and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 C.F.R. § 229.402(c)(2)):

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

- b. The Contractor must report executive total compensation described above to the State by the end of the month during which this Contract is awarded.
- c. If this Contract is amended to extend the Term, the Contractor must submit an executive total compensation report to the State by the end of the month in which the term extension becomes effective.
- d. The Contractor will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Contract. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>

The Contractor's failure to comply with the above requirements is a material breach of this Contract for which the State may terminate this Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Contractor unless and until the Contractor is in full compliance with the above requirements.

- E.16. Clean Air Act and Federal Water Pollution Control Act. If applicable, and as a condition for receipt of federal awards, the Contractor agrees to comply with the Clean Air Act, 42 U.S.C. § 7401 et

seq. and the Federal Water Pollution Control Act, 33 U.S.C § 1251 *et seq.*, as those sections are amended from time to time during the term. Violations must be reported to FEMA and the Region 4 Office of the Environmental Protection Agency.

- E.17. Drug-Free Workplace. The Contractor shall provide a drug-free workplace pursuant to the Drug-Free Workplace Act of 1988, Title 41 U.S.C. §§ 701, *et seq.*, and the regulations in Title 41 U.S.C.A. §§ 8101 through 8106.
- E.18. Procurement of Recovered Materials. If applicable:
- a) In the Performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired competitively within a timeframe providing for compliance with the contract performance schedule; meeting contract performance requirements; or at a reasonable price.
 - b) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive.
 - c) Procurement Guidelines website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
 - d) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.
- E.19. Access to Records. If FEMA funds are used in whole or in part:
- a) The Contractor agrees to provide the State, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for purposes of making audits, examinations, excerpts, and transcriptions.
 - b) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - c) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
 - d) In Compliance with the Disaster Recovery Act of 2018, the State and the Contractor acknowledge and agree that no language in this contract is intended to prohibit the audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.
- E.20. Use of DHS Logo. The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- E.21. Compliance with Federal Law, Regulations, and Executive Orders. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.
- E.22. Compliance with The False Claims Act. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.
- E.23. No Obligation by Federal Government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the Contract.
- E.24. Equal Employment Opportunity. During the performance of this Contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- d. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the Contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

E.25. Contractor Hosted Services Confidential Data, Audit, and Other Requirements.

- a. "Confidential State Data" is defined as data deemed confidential by State or Federal statute or regulation. The Contractor shall protect Confidential State Data as follows:
 - (1) The Contractor shall ensure that all Confidential State Data is housed in the continental United States, inclusive of backup data.
 - (2) The Contractor shall encrypt Confidential State Data at rest and in transit using the current version of Federal Information Processing Standard ("FIPS") 140-2 validated encryption technologies.
 - (3) The Contractor and the Contractor's processing environment containing Confidential State Data shall either (1) be in accordance with at least one of the following security standards: (i) International Standards Organization ("ISO") 27001; (ii) Federal Risk and Authorization Management Program ("FedRAMP"); or (2) be subject to an annual engagement by a CPA firm in accordance with the standards of the American Institute of Certified Public Accountants ("AICPA") for a System and Organization Controls for service organizations ("SOC") Type II audit. The State shall approve the SOC audit control objectives. The Contractor shall provide proof of current ISO certification or FedRAMP authorization for the Contractor and Subcontractor(s), or provide the State with the Contractor's and Subcontractor's annual SOC Type II audit report within 30 days from when the CPA firm provides the audit report to the

Contractor or Subcontractor. The Contractor shall submit corrective action plans to the State for any issues included in the audit report within 30 days after the CPA firm provides the audit report to the Contractor or Subcontractor.

If the scope of the most recent SOC audit report does not include all of the current State fiscal year, upon request from the State, the Contractor must provide to the State a letter from the Contractor or Subcontractor stating whether the Contractor or Subcontractor made any material changes to their control environment since the prior audit and, if so, whether the changes, in the opinion of the Contractor or Subcontractor, would negatively affect the auditor's opinion in the most recent audit report.

No additional funding shall be allocated for these certifications, authorizations, or audits as these are included in the Maximum Liability of this Contract.

- (4) The Contractor must annually perform Penetration Tests and Vulnerability Assessments against its Processing Environment. "Processing Environment" shall mean the combination of software and hardware on which the Application runs. "Application" shall mean the computer code that supports and accomplishes the State's requirements as set forth in this Contract. "Penetration Tests" shall be in the form of attacks on the Contractor's computer system, with the purpose of discovering security weaknesses which have the potential to gain access to the Processing Environment's features and data. The "Vulnerability Assessment" shall be designed and executed to define, identify, and classify the security holes (vulnerabilities) in the Processing Environment. The Contractor shall allow the State, at its option, to perform Penetration Tests and Vulnerability Assessments on the Processing Environment.
- (5) Contractor shall be certified to host Payment Card Industry ("PCI") data in accordance with the current version of PCI DSS ("Data Security Standard"), maintained by the PCI Security Standards Council.
- (6) Upon termination of this Contract and in consultation with the State, the Contractor shall destroy all Confidential State Data it holds (including any copies such as backups) in accordance with the current version of National Institute of Standards and Technology ("NIST") Special Publication 800-88. The Contractor shall provide a written confirmation of destruction to the State within ten (10) business days after destruction.

b. Minimum Requirements

- (1) The Contractor and all data centers used by the Contractor to host State data, including those of all Subcontractors, must comply with the State's Enterprise Information Security Policies as amended periodically. The State's Enterprise Information Security Policies document is found at the following URL: <https://www.tn.gov/finance/strategic-technology-solutions/strategic-technology-solutions/sts-security-policies.html>.
- (2) The Contractor agrees to maintain the Application so that it will run on a current, manufacturer-supported Operating System. "Operating System" shall mean the software that supports a computer's basic functions, such as scheduling tasks, executing applications, and controlling peripherals.
- (3) If the Application requires middleware or database software, Contractor shall maintain middleware and database software versions that are at all times fully compatible with current versions of the Operating System and Application to ensure that security vulnerabilities are not introduced.

c. Comptroller Audit Requirements

Upon reasonable notice and at any reasonable time, the Contractor and Subcontractor(s) agree to allow the State, the Comptroller of the Treasury, or their duly appointed representatives to perform information technology control audits of the Contractor and all Subcontractors used by the Contractor. Contractor will maintain and cause its Subcontractors to maintain a complete audit trail of all transactions and activities in connection with this Contract. Contractor will provide to the State, the Comptroller of the Treasury, or their duly appointed representatives access to Contractor and Subcontractor(s) personnel for the purpose of performing the information technology control audit.

The information technology control audit may include a review of general controls and application controls. General controls are the policies and procedures that apply to all or a large segment of the Contractor's or Subcontractor's information systems and applications and include controls over security management, access controls, configuration management, segregation of duties, and contingency planning. Application controls are directly related to the application and help ensure that transactions are complete, accurate, valid, confidential, and available. The audit shall include the Contractor's and Subcontractor's compliance with the State's Enterprise Information Security Policies and all applicable requirements, laws, regulations or policies.

The audit may include interviews with technical and management personnel, physical inspection of controls, and review of paper or electronic documentation.

For any audit issues identified, the Contractor and Subcontractor(s) shall provide a corrective action plan to the State within 30 days from the Contractor or Subcontractor receiving the audit report.

Each party shall bear its own expenses incurred while conducting the information technology controls audit.

- d. Business Continuity Requirements. The Contractor shall maintain set(s) of documents, instructions, and procedures which enable the Contractor to respond to accidents, disasters, emergencies, or threats without any stoppage or hindrance in its key operations ("Business Continuity Requirements"). Business Continuity Requirements shall include:
- (1) "Disaster Recovery Capabilities" refer to the actions the Contractor takes to meet the Recovery Point and Recovery Time Objectives defined below. Disaster Recovery Capabilities shall meet the following objectives:
 - i. Recovery Point Objective ("RPO"). The RPO is defined as the maximum targeted period in which data might be lost from an IT service due to a major incident: **[number of hours/minutes]**
 - ii. Recovery Time Objective ("RTO"). The RTO is defined as the targeted duration of time and a service level within which a business process must be restored after a disaster (or disruption) in order to avoid unacceptable consequences associated with a break in business continuity: **[number of hours/minutes]**
 - (2) The Contractor and any Subcontractor(s) shall perform at least one Disaster Recovery Test every three hundred sixty-five (365) days. A "Disaster Recovery Test" shall mean the process of verifying the success of the restoration procedures that are executed after a critical IT failure or disruption occurs. The Disaster Recovery Test shall use actual State Data Sets that mirror production

data, and success shall be defined as the Contractor verifying that the Contractor can meet the State's RPO and RTO requirements. A "Data Set" is defined as a collection of related sets of information that is composed of separate elements but can be manipulated as a unit by a computer. The Contractor shall provide written confirmation to the State after each Disaster Recovery Test that its Disaster Recovery Capabilities meet the RPO and RTO requirements.

- E.26. Printing Authorization. The Contractor agrees that no publication coming within the jurisdiction of Tenn. Code Ann. §§ 12-7-101, *et. seq.*, shall be printed pursuant to this Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103 (d).
- E.27. Survival. The terms, provisions, representations, and warranties contained in this Contract which by their sense and context are intended to survive the performance and termination of this Contract, shall so survive the completion of performance and termination of this Contract.
- E.28. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. If applicable and as required by 2 CFR 200.216, Contractor is prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. As described in Public Law 115-232, Section 889, "covered telecommunications equipment" is as follows:
- a. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - b. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - c. Telecommunications or video surveillance services provided by such entities or using such equipment.

Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country

IN WITNESS WHEREOF,

CONTRACTOR LEGAL ENTITY NAME:

CONTRACTOR SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

STATE OF TENNESSEE, CENTRAL PROCUREMENT OFFICE:

MICHAEL F. PERRY, CHIEF PROCUREMENT OFFICER

DATE

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

If the attestation applies to more than one contract, modify this row accordingly. SUBJECT CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	
EDISON VENDOR IDENTIFICATION NUMBER:	

If the attestation applies to more than one contract, modify the following paragraph accordingly.

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. Attach evidence documenting the individual's authority to contractually bind the Contractor, unless the signatory is the Contractor's chief executive or president.

PRINTED NAME AND TITLE OF SIGNATORY

DATE OF ATTESTATION

GOVERNOR'S OFFICE OF DIVERSITY BUSINESS ENTERPRISE

Efforts to Achieve Diversity Business Participation

The Governor's Office of Diversity Business Enterprise ("Go-DBE") is the State's central point of contact to attract and assist minority-owned, woman-owned, service-disabled veteran-owned, disabled-owned, and small business enterprises interested in competing in the State of Tennessee's procurement and contracting activities. These diversity business enterprises are defined as follows:

Minority Business Enterprise (MBE) and Woman Business Enterprise (WBE)

Businesses that are a continuing, independent, for-profit business which performs a commercially useful function, and is at least fifty-one percent (51%) owned and controlled by one (1) or more individuals in the minority or woman category who were impeded from normal entry into the economic mainstream because of past practices of discrimination based on race, ethnic background, or gender.

Service-Disabled Veteran Business Enterprise (SDVBE)

"Service-disabled veteran-owned business" means a service-disabled veteran-owned business located in the State of Tennessee that satisfies the criteria in Tenn. Code. Ann. § 12-3-1102(8).

"Service-disabled veteran" means any person who served honorably in active duty in the armed forces of the United States with at least a twenty percent (20%) disability that is service-connected, i.e., the disability was incurred or aggravated in the line of duty in the active military, naval or air service.

Small Business Enterprise (SBE)

"Small business" means a business that is a continuing, independent, for profit business which performs a commercially useful function with residence in Tennessee and has total gross receipts of no more than ten million dollars (\$10,000,000) averaged over a three-year period or employs no more than ninety-nine (99) persons on a full-time basis.

"Disabled Business Enterprise (DSBE)

"Disabled Business Enterprise" means a business owned by a person with a disability that is a continuing, independent, for-profit business that performs a commercially useful function, and is at least fifty-one (51%) owned and controlled by one (1) or more persons with a disability, or, in the case of any publicly-owned business, at least fifty one percent (51%) of the stock of which is owned and controlled by one(1) or more persons with a disability and whose management and daily business operations are under the control of one (1) or more persons with a disability.

For additional program eligibility information, visit:

<https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/governor-s-office-of-diversity-business-enterprise--godbe--/program-eligibility.html>

Instructions

As part of this Invitation to Bid, the respondent should complete the Diversity Utilization Plan below. To assist in your effort to seek and solicit the participation of diversity businesses on this solicitation, a directory of certified Diversity Business Enterprise firms may be found on the State's website at: <https://tn.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp?TN=tn&XID=1215> directory or by calling Go-DBE toll free at 866-894-5026.

RESPONDENT'S DIVERSITY UTILIZATION PLAN

Respondent's Company Name:		
Solicitation Event Name:		Event Number:
Respondent's Contact Name:	Phone: ()	Email:
Does the Respondent qualify as the diversity business enterprise? ☐ Yes ☐ No		
If yes, which designation does the Respondent qualify? ☐ MBE ☐ WBE ☐ DSBE ☐ SDVBE ☐ SBE		
Certifying Agency:		

Estimated level of participation by DBEs if awarded a contract pursuant to this ITB:

Diversity Business Information (List all subcontractors, joint-ventures, and suppliers)	% of Contract	Estimated Amount	MBE/ WBE/ SDVBE/ SBE / DSBE Designation	Currently Certified (Yes or No)
Business Name:				
Contact Name:				
Contact Phone:				
Business Name:				
Contact Name:				
Contact Phone:				

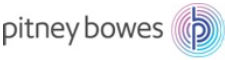
If awarded a contract, we confirm our commitment to make reasonable business efforts to meet or exceed the commitment to diversity as represented in our Diversity Utilization Plan. We shall assist the State in monitoring our performance of this commitment by providing, as requested, a monthly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, service-disabled veterans and persons with disabilities. Such reports shall be provided to the state of Tennessee Governor's Office of Diversity Business Enterprise in the TN Diversity Software available online at:

<https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9810>

We further agree to request in writing and receive prior approval from the Central Procurement Office for any changes to the use of the above listed diversity businesses.

Authorized Signature: _____ Date: _____

Printed Name and Title of Signatory _____



NASPO ValuePoint FMV Lease Agreement (Option C)

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Agreement Number

Your Business Information

Full Legal Name of Lessee / DBA Name of Lessee	Tax ID # (FEIN/TIN)
CITY OF ANKENY DBA CITY HALL	426004235

Sold-To: Address
410 W 1ST ST, ANKENY, IA, 50023-1566, US

Sold-To: Contact Name	Sold-To: Contact Phone #	Sold-To: Account #
Michelle Yuska	5159656405	0013007176

Bill-To: Address
410 W 1ST ST, ANKENY, IA, 50023-1566, US

Bill-To: Contact Name	Bill-To: Contact Phone #	Bill-To: Account #	Bill-To: Email
Michelle Yuska	5159656405	0013007176	myuska@ankenyiowa.gov

Ship-To: Address
410 W 1ST ST, ANKENY, IA, 50023-1566, US

Ship-To: Contact Name	Ship-To: Contact Phone #	Ship-To: Account #
Michelle Yuska	5159656405	0013007176

PO #
*

Your Business Needs

Qty	Item	Business Solution Description
1	SENDPROCAUTO	SendPro C Auto
1	1FXA	Interface to InView Dashboard
1	7H00	C Series IMI Meter
1	993-4B	DM400C Return Kit - Upgrade to 9H00
1	APAC	Connect+ Accounting Weight Break Reports
1	APAX	Cost Acctg Accounts Level (100)
1	APB2	Cost Accounting Devices (10)
1	APKN	Account List Import/Export
1	C5CC	Sendpro C Auto 95
1	CAAB	Basic Cost Accounting
1	COVER-SPCA	Protective Dust Cover - SendPro C Auto
1	F9PG2	PowerGuard LE Service Package
1	ME1A	Meter Equipment - C Series
1	MP81	C Series Integrated Scale

1	PAB1	C Series Premium App Bundle
1	PTJ1	SendPro Online-PitneyShip
1	PTJA	SPO-PitneyShip Basic 1 User
1	PTJN	Single User Access
1	PTK1	Web Browser Integration
1	PTK2	SendPro C Series Shipping Integration
1	SJS2	Softguard For SendPro C500
1	STDsla	Standard SLA-Equipment Service Agreement (for SendPro C Auto)
1	ZH24	Manual Weight Entry
1	ZH29	HZ03 95 LPM Speed
1	ZHC5	SendPro C500 Base System Identifier
1	ZHD5	USPS Rates with Metered Letter
1	ZHD7	E Conf Services for Metered LTR. BDL
1	ZHWL	5lb/3kg Weighing Option for MP81

Your Payment Plan

Initial Term: 60 months	Initial Payment Amount:	
Number of Months	Monthly Amount	Billed Quarterly at*
60	\$ 136.34	\$ 409.02

*Does not include any applicable sales, use, or property taxes which will be billed separately.

- ☐ Tax Exempt Certificate Attached
- ☒ Tax Exempt Certificate Not Required
- ☐ Purchase Power® transaction fees included
- ☐ Purchase Power® transaction fees extra

Your Signature Below

By signing below, you agree to be bound by your State's/Entity's/Cooperative's contract, which is available at <http://www.pb.com/states> and is incorporated by reference. The terms and conditions of this contract will govern this transaction and be binding on us after we have completed our credit and documentation approval process and have signed below. If software is included in the Order, additional terms apply which are available by clicking on the hyperlink for that software located at <http://www.pitneybowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html>. Those additional terms are incorporated by reference.

NASPO VALUEPOINT CTR058808; MA#23065
State/Entity's Contract#

Lessee Signature

Print Name

Title

Date

Email Address

Pitney Bowes Signature

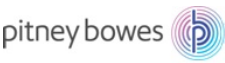
Print Name

Title

Date

Sales Information

Valarie Fontana	valarie.fontana@pb.com	
Account Rep Name	Email Address	PBGFS Acceptance



NASPO ValuePoint FMV Lease Agreement (Option C)

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Agreement Number

Your Business Information

Full Legal Name of Lessee / DBA Name of Lessee			Tax ID # (FEIN/TIN)	
City Of Ankeny dba KIRKENDALL LIBRARY			426004235	
Sold-To: Address				
410 W 1ST ST, Ankeny, IA, 50023, US				
Sold-To: Contact Name		Sold-To: Contact Phone #		Sold-To: Account #
Michelle Yuska		5159656405		0010444780
Bill-To: Address				
410 W 1ST ST, Ankeny, IA, 50023, US				
Bill-To: Contact Name		Bill-To: Contact Phone #		Bill-To: Account #
Michelle Yuska		5159656405		0010444780
Bill-To: Email				
myuska@ankenyiowa.gov				
Ship-To: Address				
410 W 1ST ST, Ankeny, IA, 50023, US				
Ship-To: Contact Name		Ship-To: Contact Phone #		Ship-To: Account #
Michelle Yuska		5159656405		0010444780
PO #				
.				

Your Business Needs

Qty	Item	Business Solution Description
1	SENDPROC SERIES4	SendPro C Series - Version 4
1	1E47	SP100 Label Printer with Lifter Base
1	1FXA	Interface to InView Dashboard
1	7H00	C Series IMI Meter
1	8H00	C Series IMI Base
1	APAC	Connect+ Accounting Weight Break Reports
1	APAX	Cost Acctg Accounts Level (100)
1	APB2	Cost Accounting Devices (10)
1	APKN	Account List Import/Export
1	C2C1	C425 SendPro C - 5lb Scale Bundle
1	CAAB	Basic Cost Accounting
1	DM2RKL	Return Kit for DM200/225 - Large
	F90I	Basic Installation and Training
1	HZ80001	SendPro C Series Drop Stacker

1	ME1A	Meter Equipment - C Series
1	PAB1	C Series Premium App Bundle
1	PTJ1	SendPro Online-PitneyShip
1	PTJA	SPO-PitneyShip Basic 1 User
1	PTJN	Single User Access
1	PTK1	Web Browser Integration
1	PTK2	SendPro C Series Shipping Integration
1	SJS1	C200 SoftGuard
1	STDSLA	Standard SLA-Equipment Service Agreement (for SendPro C Series - Version 4)
1	ZH24	Manual Weight Entry
1	ZH27	HZ02 65 LPM Speed
1	ZHC425	SendPro C425 Base System Identifier
1	ZHD5	USPS Rates with Metered Letter
1	ZHD7	E Conf Services for Metered LTR. BDL

Your Payment Plan

Initial Term: 60 months	Initial Payment Amount:	
Number of Months	Monthly Amount	Billed Quarterly at*
60	\$ 74.45	\$ 223.35

*Does not include any applicable sales, use, or property taxes which will be billed separately.

- ☐ Tax Exempt Certificate Attached
 ☒ Tax Exempt Certificate Not Required

☐ Purchase Power® transaction fees included
 ☐ Purchase Power® transaction fees extra

Your Signature Below

By signing below, you agree to be bound by your State's/Entity's/Cooperative's contract, which is available at <http://www.pb.com/states> and is incorporated by reference. The terms and conditions of this contract will govern this transaction and be binding on us after we have completed our credit and documentation approval process and have signed below. If software is included in the Order, additional terms apply which are available by clicking on the hyperlink for that software located at <http://www.pitneybowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html>. Those additional terms are incorporated by reference.

NASPO VALUEPOINT CTR058808; MA#23065
State/Entity's Contract#

Lessee Signature

Print Name

Title

Date

Email Address

Pitney Bowes Signature

Print Name

Title

Date

Sales Information

Christopher Majchrzak	christopher.majchrzak@pb.com	
Account Rep Name	Email Address	PBGFS Acceptance



ANKENY CITY COUNCIL

City Council Agenda

March 6, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns



ORIGINATING DEPARTMENT:

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

Approval of official council actions of the regular meeting of February 20, 2023, 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:

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 [Minutes](#)

MINUTES OF THE ANKENY CITY COUNCIL

Monday, February 20, 2023 5:30 p.m.

Ankeny Kirkendall Library - City Council Chambers

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns

Mayor Mark Holm called the meeting to order at 5:30 p.m. Council Members Bobbi Bentz, Jeff Perry, Joe Ruddy, Todd Shafer and Kelly Stearns were in attendance. City Manager David Jones and City Attorney Amy Beattie were also present. Mayor Holm led in the Pledge of Allegiance.

APPROVAL OF AGENDA

1. Council Member Bentz moved, Shafer seconded, to approve and accept the February 20, 2023 agenda as presented. Ayes: 5.

PUBLIC HEARING

1. PH 2023-12. Mayor Holm announced this is the time and place for a public hearing on the matter of the proposed Ordinance 2132 amending the zoning regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, by rezoning certain real estate owned by NGR, Inc. Notice of this hearing was published in the Des Moines Register on the 10th day of February, 2023 and notices were mailed to affected property owners as required by law.

Eric Jensen, Director of Community Development, reported that the applicant, Hubbell Realty Company, on behalf of NGR, Inc., is requesting to rezone property from R-1, One-Family Residence District to M-1, Light Industrial District. The area subject to the proposed rezoning consists of one parcel and totals approximately 31.17 acres (+/-). The subject area is generally located three-quarters of a mile north of SE Corporate Woods Dr and immediately east of SE Four Mile Dr. Surrounding properties to the southwest and west are zoned M-1, Light Industrial District. Properties to the east and north are not within Ankeny's Corporate Limits. The proposed rezoning aligns with the *Ankeny Plan 2040 Future Land Use Map*, which identifies the subject parcel as being suitable for Airport Business Park uses and Open Space. Per the *Ankeny Plan 2040*, the M-1, Light Industrial District is listed as being a compatible zoning district within the Airport Business Park future land use classification.

Mayor Holm then asked for any public comment regarding the proposed rezoning. William Pearce, 6868 NE Berwick Dr, Ankeny voiced concerns and invited the Mayor and Council to visit the woods. Jim Krohse, 6734 NE Berwick Dr, Ankeny voiced concerns about the rezoning. Clint Sloss of Hubbell Development Service and Dustin Creech of Engineering Resource Group answered questions about the project. Council Member Shafer moved, Bentz seconded, to close public hearing 2023-12. Ayes: 5.

2. PH 2023-13. Mayor Holm announced this is the time and place for a public hearing on the matter of the proposed review of an application for 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. The proposed project involves the construction of the NW Water Tower. Notice of this hearing was published in the Des Moines Register on the 6th day of January, 2023.

Don Clark, Municipal Utilities Director, reported that the project will utilize the State Revolving Fund to provide a lower rate of interest. The purpose of this project is to provide additional

water storage and more reliable water pressure and flow to the northwest quadrant of Ankeny. This tower will be sourced with water from the NW Booster Station. This project is still being designed, but the intention is to have it out for bid in the Spring of 2023, with construction to follow in the summer of 2023 that will likely continue into 2024.

Mayor Holm then asked for any public comment regarding the proposed project. Hearing no comments, Council Member Bentz moved, Stearns seconded, to close public hearing 2023-13. Ayes: 5.

3. PH 2023-14. Mayor Holm announced 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 2023 PCC Street Patching Program. Notice of this hearing was published in the Des Moines Register on the 3rd day of February, 2023.

Mark Mueller, Public Works Director, reported the project includes the full depth removal and replacement of PCC street pavement at four separate locations, generally located on: Site 1 – East First St between Ankeny Blvd and Delaware Ave; Site 2 – NW State St between West First St and NW 9th St; Site 3 – SW Glenbrooke Blvd and SW 29th St intersection; and Site 4 – NE 16th St and NE Innsbruck Court intersection. Other associated improvements include sidewalk and pedestrian ramp removal and replacement, minor adjustments to sanitary and storm sewer structures, partial rebuild of an existing intake, temporary traffic control, temporary lane separator system, maintenance of postal service and solid waste collection, temporary surface restoration, mobilization, and miscellaneous associated work necessary to complete the project.

Mayor Holm then asked for any public comment regarding the proposed project. Hearing no comments, Council Member Stearns moved, Ruddy seconded, to close public hearing 2023-14. Ayes: 5.

4. PH 2023-15. Mayor Holm announced 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 2023 PCC Reconstruction Program – SE Creekview Dr. Notice of this hearing was published in the Des Moines Register on the 3rd day of February, 2023.

Mark Mueller, Public Works Director, reported the project includes PCC pavement reconstruction of the northbound lanes of SE Creekview Dr from just north of SE Oralabor Rd to just north of SE Tones Dr. Other associated improvements include Class 10 excavation, subgrade preparation, modified subbase placement, subdrain removal and replacement, minor adjustments to existing storm sewer structures, pedestrian ramp improvements, temporary surface restoration, temporary traffic control, mobilization, and miscellaneous associated work necessary to complete the project.

Mayor Holm then asked for any public comment regarding the proposed project. Hearing no comments, Council Member Stearns moved, Shafer seconded, to close public hearing 2023-15. Ayes: 5.

APPROVAL OF CONSENT AGENDA

Minutes

1. Official council actions of the regular meeting of February 6, 2023, as published.
2. Receive and file minutes of the Plan and Zoning Commission meeting of January 18, 2023.
3. Receive and file minutes of the Zoning Board of Adjustment meeting of January 4, 2023.
4. Receive and file minutes of the Library Board of Trustee meeting of November 17, 2022.
5. Receive and file minutes of the Civil Service Commission meeting of January 9, 2023.

Licenses and Permits

6. Issuance of liquor licenses and/or beer/wine permits in the City of Ankeny.

Finance/Budget

7. Receive and file Financial Reports for January 2023.
8. Receive and file Building Permit Report for January 2023.
9. Receive and file Utility Billing Report for January 2023.
10. Change Order #2 increasing the contract amount by \$33,273.74 to Grimes Asphalt and Paving Corporation, for construction services on the SE Delaware Ave HMA Widening project.
11. Amendment No. 3 to the Professional Services Agreement increasing the contract amount by \$16,465.00 with JEO Consulting Group for construction engineering services on the SE 3rd St Utility Improvements - Phase 1 project.
12. Amendment No. 10 to the Professional Services Agreement increasing the contract amount by \$10,000.00 with Shive-Hattery for construction administration services associated with the Albaugh Senior Community Center project.
13. Payment #9, \$26,667.80 to Absolute Concrete Construction, Inc. for construction services on the SE 3rd St Utility Improvements - Phase 1 project.
14. Payment #4, \$136,937.94 to Grimes Asphalt and Paving Corporation, for construction services on the SE Delaware Ave HMA Widening project.
15. Payment #8, \$18,480.00 to HDR Engineering, Inc., for engineering services on the NW Irvinedale Elevated Storage Tank project.
16. Payment #6, \$6,005.00 to HR Green, Inc., for engineering services on the SW State St Fiber Optic Relocation project.
17. Payment #8, \$6,340.00 to JEO Consulting Group, Inc., for engineering services on the SE 3rd St Improvements - Phase 2 project.
18. Payment #7, \$389.45 to McClure Engineering Company, for engineering services on the SW State St Reconstruction - Southbound Lanes project.
19. Payment #10, \$6,887.75 to RDG Planning & Design for engineering services on the Fourmile Creek and Tributary to Fourmile Creek Restoration project.
20. Payment #2, \$9,177.00 to Redbud, LLC, for construction services on the Landscaping Improvements for High Trestle Extension project.
21. Payment #28, \$3,812.51 to Shive Hattery for development services associated with the Ankeny Senior Community Center project.
22. Payment #7, \$1,671.99 to Short Elliott Hendrickson Inc., for engineering services on the S Ankeny Blvd Transmission Main project.
23. Payment #3, \$265,766.84 to Synergy Contracting, LLC, for construction services on the HTT Water Transmission Main & Drainage Improvements project.
24. Payment #5, \$344,303.48 to W RH, Inc., for construction services on the Well No. 7/ASR No. 3 - Bid Package 2 – Well Pump and Control Building project.
25. February 20, 2023 Accounts Payable by fund: General 203,074; Hotel Motel Tax 30,000; Road Use Tax 40,121; Police/Fire Pension 5,107; Library Foundation 299; Water 928,128; Sewer 535,379; Storm Water 14,071; Golf Course 4,949; Enterprise Project 875,000; Revolving 50,246; Risk Management 6,712; Health Insurance 456; Capital Projects 213,197; Payroll

Totals 1,756,300; Transfers/ACH (195,029); Agenda Payments approved separately (1,051,472); Grand Total \$3,416,538.

26. Custodial services contract with Mary's Cleaning Care Inc., Urbandale, Iowa, and authorize the Mayor to sign Letter of Agreement.

Personnel

27. Civil Service Commission certified lists for appointment to Equipment Operator and GIS Specialist, subject to passing any further departmental requirements.
28. Amendment to the labor agreement with Ankeny Police Department Employee's Union dated July 1, 2022-June 30, 2026.
29. Labor agreement between the American Federation of State, County, and Municipal Employees Union (AFSCME) AFL-CIO Local #1868 and the City of Ankeny commencing July 1, 2023-June 30, 2025 and to execute said agreement.

Community Development

30. **RESOLUTION 2023-076** accepting final plat and warranty deed to streets, for Georgetown Plat 12.
31. **RESOLUTION 2023-077** accepting final plat, platted easements and subdivision bond for seeding and erosion control for Vintage Business Park at Prairie Trail Plat 13.
32. **RESOLUTION 2023-078** accepting final plat, platted easements and parksite dedication agreement for Kimberley Crossing Plat 2.

Engineering

33. **RESOLUTION 2023-079** authorizing the execution of an agreement with Iowa Department of Transportation for DOT-Initiated Detour of Primary Highways onto Local Roads for I-35 access at NE 126th Ave PCC Pavement and Grading project.
34. **RESOLUTION 2023-080** accepting maintenance bond for water main and sanitary sewer in Kimberley Crossing Plat 2.
35. **RESOLUTION 2023-081** accepting public improvements in Courtyards at Harvest Ridge Plat 4 for utilities (sanitary sewer & water main).
36. **RESOLUTION 2023-082** 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 District Dr and SW Magazine Road.
37. **RESOLUTION 2023-083** accepting a proposal from Howrey Construction, Inc. in the amount of \$108,881.00 for the construction of the 2023 Sidewalk Gaps and Replacements Improvement Program project.
38. **RESOLUTION 2023-084** accepting a purchase agreement and approving documents for the acquisition of street right-of-way and temporary construction easement for the NW 18th St Reconstruction - NW Ash Dr to N Ankeny Blvd project. (DLE Seven, LLC)
39. **RESOLUTION 2023-085** accepting a purchase agreement and approving documents for the acquisition of temporary construction easement for the NW 18th St Reconstruction - NW Ash Dr to N Ankeny Blvd project. (Denny Elwell Family, LC)
40. **RESOLUTION 2023-086** accepting and approving documents for the acquisition of Permanent Water Main Easement for the S. Ankeny Blvd. Transmission Main project. (DMACC)
41. **RESOLUTION 2023-087** setting a public hearing on a proposal to vacate a public water main easement located across lots 1, 2, 3, and 4 of Park Sight Office Park at Prairie Trail Plat 4. (date of hrg: 3/6/23 @ 5:30 p.m.)

Capital Improvement Projects

42. **N. Ankeny Blvd. Water Main**: a) Certificate of Completion; b) **RESOLUTION 2023-088** accepting the public improvements with Priority Excavating, LLC in the amount of \$118,042.00; c) Change Order #1 for (\$1,290.00); d) Final Payment #3 in the amount of \$7,980.00 / Release of Retainage in the amount of \$5,902.10.
43. **Well No. 7/ASR No. 3 - Bid Package 1 - Well Construction**: a) Certificate of Completion; b) **RESOLUTION 2023-089** accepting the public improvements with Gingerich Well & Pump Service, LLC in the amount of \$3,434,544.69; c) Change Order #4 for (\$2,754.64); d) Final Payment #6 in the amount of \$18,948.10 / Release of Retainage in the amount of \$171,727.23.
44. **SE Delaware Avenue Fiber Optic Connection**: a) Change Order #1 & Final in amount of \$86.25; b) Certificate of Completion; c) **RESOLUTION 2023-090** accepting the public improvement with Iowa Signal, Inc. in the amount of \$116,139.75; and d) Final Payment in the amount of \$14,667.76; and Retainage Payment in the amount of \$5,806.99.

Administrative

45. **RESOLUTION 2023-091** approving construction contract and bond with Granite Excavating, in the amount of \$2,649,525.00 for the S. Ankeny Blvd Transmission Main project.
46. Ankeny Kirkendall Public Library Meeting Room Use Policy.

Approval of Consent Agenda Items

1. Council Member Stearns moved, second by Bentz, to approve the recommendations for Consent Agenda Items CA-1 through CA-46. Ayes: Stearns, Bentz, Perry, Ruddy, Shafer.

LEGISLATIVE BUSINESS

Approval of Ordinances

1. **Ord 2130.** An Ordinance amending the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, by rezoning certain real estate owned by NGR Inc. Council Member Ruddy moved, Bentz seconded, to accept third consideration of Ordinance 2130, sending it on its final passage and publication as required by law. Ayes: Ruddy, Bentz, Perry, Shafer, Stearns.
2. **Ord 2131.** An Ordinance amending the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, by rezoning certain real estate owned by Bricktowne Piper LC. Council Member Ruddy moved, Stearns seconded, to accept third consideration of Ordinance 2131, sending it on its final passage and publication as required by law. Ayes: Ruddy, Stearns, Bentz, Perry, Shafer.
3. **Ord 2132.** An Ordinance amending the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, by rezoning certain real estate owned by NGR Inc. (PH 2023-12) Council Member Ruddy moved, Stearns seconded, to accept first consideration of Ordinance 2132. Ayes: Ruddy, Stearns, Bentz, Shafer. Nays: Perry. Motion passed.
4. **Ord 2133.** An Ordinance amending the code of ordinances of the City of Ankeny, Iowa, by amending provisions pertaining to general traffic regulations. Council Member Stearns moved, Ruddy seconded, to accept first consideration of Ordinance 2133. Ayes: Stearns, Ruddy, Bentz, Perry, Shafer.
5. **Ord 2134.** An Ordinance amending the code of ordinances of the City of Ankeny, Iowa, by amending provisions pertaining to Chapter 76 Bicycle Regulations. Council Member Stearns moved, Ruddy seconded, to accept first consideration of Ordinance 2134. Ayes: Stearns, Ruddy, Bentz, Perry, Shafer.
6. **Ord 2135.** An ordinance amending the code of ordinances of the City of Ankeny, Iowa, by amending provisions pertaining to multi-use recreational trails. Council Member Bentz moved,

Stearns seconded, to accept first consideration of Ordinance 2135. Ayes: Bentz, Stearns, Perry, Ruddy, Shafer.

NEW BUSINESS

1. Proposed Environmental Review for SRF Loan Projects (PH 2023-13) Council Member Stearns moved, Ruddy seconded, to adopt **RESOLUTION 2023-092** accepting the environmental information document for SRF loan application with the Iowa Department of Natural Resources. Ayes: Stearns, Ruddy, Bentz, Perry, Shafer.
2. Proposed 2023 PCC Street Patching Program (PH 2023-14) Council Member Ruddy moved, Stearns seconded, to adopt 1) **RESOLUTION 2023-093** adopting plans, specifications, form of contract and estimate of cost \$896,860.00; 2) receive and file report of bids received February 14, 2023; 3) adopt **RESOLUTION 2023-094** making award of construction contract with TK Concrete, Inc. in the amount of \$840,250.00; and 4) adopt **RESOLUTION 2023-095** approving contract and bonds with TK Concrete, Inc. in the amount of \$840,250.00. Ayes: Ruddy, Stearns, Bentz, Perry, Shafer.
3. Proposed 2023 PCC Reconstruction Program - SE Creekview Dr (PH 2023-15) Council Member Bentz moved, Stearns seconded, to adopt 1) **RESOLUTION 2023-096** adopting plans, specifications, form of contract and estimate of cost \$553,815.00; 2) receive and file report of bids received February 14, 2023; 3) adopt **RESOLUTION 2023-097** making award of construction contract with Alliance Construction Group, LLC in the amount of \$491,807.50; and 4) adopt **RESOLUTION 2023-098** approving contract and bonds with Alliance Construction Group, LLC in the amount of \$491,807.50. Ayes: Bentz, Stearns, Perry, Ruddy, Shafer.
4. Proposed NW Prairie Ridge/ Ash Drive/ 9th Street Concept Study - Professional Services Agreement with Bolton & Menk, Inc. Council Member Ruddy moved, Stearns seconded, to approve the Professional Services Agreement with Bolton & Menk, Inc., for the traffic engineering services for the NW Prairie Ridge Dr/ Ash Dr/ 9th St Concept Study in an amount not to exceed \$34,400.00 and the Mayor to execute said agreement. Ayes: Ruddy, Stearns, Bentz, Perry, Shafer.
5. Proposed Transportation Master Plan - Professional Services Agreement with JEO Consulting Group Council Member Stearns moved, Ruddy seconded, to approve the Professional Services Agreement with JEO Consulting Group, for the planning and engineering services for the Transportation Master Plan in an amount not to exceed \$269,400.00 and the Mayor to execute said agreement. Ayes: Stearns, Ruddy, Bentz, Perry, Shafer.
6. Proposed North Four Mile Creek Trunk Sewer - Initiate Proceedings Council Member Ruddy moved, Shafer seconded, to adopt **RESOLUTION 2023-099** ordering construction on the North Four Mile Creek Trunk Sewer project and fixing a date for hearing thereon and taking of bids therefor. (date of bid opening: 3/14/23 @ 10:30 A.M. / date of hrg: 3/20/23 @ 5:30 P.M.) Ayes: Ruddy, Shafer, Bentz, Perry, Stearns.
7. Proposed Maximum Property Tax Dollars for Fiscal Year July 1, 2023 - June 30, 2024 - Set Public Hearing Date Council Member Perry moved, Bentz seconded, to set a public hearing on the maximum property tax dollars for Fiscal Year July 1, 2023 - June 30, 2024 for March 6, 2023 at 5:30 p.m. and direct City Clerk to publish notice of such hearing. Ayes: Perry, Bentz, Ruddy, Shafer, Stearns.
8. Proposed Not to Exceed \$14,000,000 General Obligation Bonds - Initiate Proceedings Council Member Ruddy moved, Stearns seconded, to adopt **RESOLUTION 2023-100** fixing date for a meeting on the proposition of the issuance of not to exceed \$14,000,000 General Obligation Bonds of the City of Ankeny, State of Iowa (for essential corporate purposes (ECP)), and providing for publication of notice thereof (date of hrg: 3/06/23 @ 5:30 p.m.). Ayes: Ruddy, Stearns, Bentz, Perry, Shafer.
9. Proposed Not to Exceed \$300,000 General Obligation Urban Renewal Bonds - Initiate Proceedings Council Member Ruddy moved, Stearns seconded, to adopt **RESOLUTION 2023-101** fixing date for a meeting on the proposition of the issuance of not to exceed

\$300,000 General Obligation Urban Renewal Bonds of the City of Ankeny, State of Iowa (for urban renewal purposes (UR)), and providing for publication of notice thereof (date of hrg: 3/06/23 @ 5:30 p.m.). Ayes: Ruddy, Stearns, Bentz, Perry, Shafer.

10. Proposed Not to Exceed \$700,000 General Obligation Bonds - Initiate Proceedings Council Member Bentz moved, Stearns seconded, to adopt **RESOLUTION 2023-102** fixing date for a meeting on the proposition of the issuance of not to exceed \$700,000 General Obligation Bonds of the City of Ankeny, State of Iowa (for general corporate purposes (GCP-1)), and providing for publication of notice thereof (date of hrg: 3/06/23 @ 5:30 p.m.). Ayes: Bentz, Stearns, Perry, Ruddy, Shafer.
11. Proposed Not to Exceed \$700,000 General Obligation Bonds - Initiate Proceedings Council Member Ruddy moved, Stearns seconded, to adopt **RESOLUTION 2023-103** fixing date for a meeting on the proposition of the issuance of not to exceed \$700,000 General Obligation Bonds of the City of Ankeny, State of Iowa (for general corporate purposes (GCP-2)), and providing for publication of notice thereof (date of hrg: 3/06/23 @ 5:30 p.m.). Ayes: Ruddy, Stearns, Bentz, Perry, Shafer.
12. Proposed Not to Exceed \$13,000 Lease Agreements - Initiate Proceedings Council Member Bentz moved, Ruddy seconded, to adopt **RESOLUTION 2023-104** fixing date for a public hearing on the proposition to authorize lease agreements payable from the general fund in the principal amount of not to exceed \$13,000 for personal property for use by the City, and providing for publication of notice thereof (postage equipment) (date of hrg: 3/06/23 @ 5:30 p.m.). Ayes: Bentz, Ruddy, Perry, Shafer, Stearns.

ADJOURNMENT

1. Meeting adjourned at 7:00 p.m.

Michelle Yuska, City Clerk

Mark Holm, Mayor

Published in the Des Moines Register on 3/3/23.



ANKENY CITY COUNCIL

City Council Agenda

March 6, 2023

5 : 30 PM

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns



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 7, 2023.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 P&Z Minutes 2023-02-07

Meeting Minutes

Plan & Zoning Commission Meeting

Tuesday, February 7, 2023

Ankeny City Council Chambers, Second Floor
1250 SW District Drive, Ankeny, Iowa

CALL TO ORDER

Chair G.Hunter called the February 7, 2023 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, Lisa West and Randy Weisheit. Staff present: E.Jensen, E.Carstens, J.Heil, B.Morrissey, L.Hutzell, B.Fuglsang

AMENDMENTS TO THE AGENDA

Motion by T.Flack to approve the February 7, 2023 agenda without amendments. Second by T.Ripper. All voted aye. Motion carried 7 – 0.

COMMUNICATIONS

There were no communications.

CITIZEN'S REQUEST

There were no requests.

CONSENT AGENDA ITEMS

Item #1. Minutes

Motion to approve and accept the January 18, 2023 minutes of the Plan and Zoning Commission meeting.

Item #2. 1503 S Ankeny Boulevard - U-Haul Phase 1 & 2 Site Plan

Motion to approve the site plan for 1503 S Ankeny Blvd, U-Haul Phase 1 and 2; subject to City Council approval of the stormwater management facility maintenance covenant and permanent easement agreement; and subject to City Council approval of the public improvements and contracts and bonds.

Item #3. 221 SE Magazine Road - U-Haul Phase 3 Site Plan

Motion to approve the site plan for 221 SE Magazine Road, U-Haul Phase 3.

Item #4. 965 SE Corporate Woods Drive - Kum & Go Site Plan

Motion to approve the site plan for 965 SE Corporate Woods Drive, Kum & Go; subject to City Council approval of the associated onsite and offsite easements; and subject to City Council approval of the public improvements and the contracts and bonds.

Item #5. Georgetown Plat 12 Final Plat

Motion to recommend City Council approval of Georgetown Plat 12 Final Plat.

Referencing Item #3, G.Hunter commented that he is impressed with the landscaping on the site plan.

Motion by T.Rapp to approve the recommendations for Consent Agenda Items #1 - #5. Second by L.West. All voted aye. Motion carried 7– 0.

PUBLIC HEARINGS

There were no public hearings.

BUSINESS ITEMS

There were no business items.

REPORTS

City Council Meeting

E.Jensen reported on the February 6, 2023 City Council meeting and Council Action Planning Session.

Director's Report

E.Jensen presented the tentative agenda items for the February 21, 2023 Plan and Zoning Commission meeting and presented the January 2023 Building Permit Report.

Commissioner's Reports

There were no reports.

MISCELLANEOUS ITEMS

T.Flack placed into nomination T.Rapp to serve as Chair.
Second by A.Renaud. The nomination was accepted by T.Rapp. All voted aye.

T.Rapp placed into nomination G.Hunter to serve at Vice Chair.
Second by T.Flack. The nomination was accepted by G.Hunter. All voted aye.

February 20, 2023 – 5:30 p.m. City Council Meeting Representative: Staff

ADJOURNMENT

There being no further business, T.Rapp motioned to adjourn. Second by T.Flack. Meeting adjourned at 6:48 p.m.



Submitted by Brenda Fuglsang, Secretary
Plan & Zoning Commission



ANKENY CITY COUNCIL

City Council Agenda

March 6, 2023

5 : 30 PM

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns



ORIGINATING DEPARTMENT:

Planning and Building

COUNCIL GOAL:

Ensure Economic Vitality

ACTION REQUESTED:

Motion

LEGAL:

SUBJECT:

Receive and file minutes of the Zoning Board of Adjustment meeting of February 7, 2023.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 [ZBOA Minutes 2023-02-07](#)

Meeting Minutes

Zoning Board of Adjustment

Tuesday, February 7, 2023
Ankeny City Council Chambers
1250 SW District Drive, Second Floor, Ankeny, Iowa

CALL TO ORDER

Chair Matt Ott called the February 7, 2023 regular meeting of the Zoning Board of Adjustment to order at 5:00 p.m.

ROLL CALL

Members present: Jeff Baxter, Matt Ott, Kristi Tomlinson, and Brett Walker. Absent: Nichole Sungren.
Staff: E.Jensen, E.Carstens, B.Morrissey, L.Hutzell, B.Fuglsang

AMENDMENTS TO THE AGENDA

There were no amendments to the agenda.

MINUTES OF THE JANUARY 4, 2023 REGULAR MEETING

Motion by K.Tomlinson to approve the January 4, 2023 meeting minutes as submitted. Second by M.Ott.
Motion carried. 4 – 0.

COMMUNICATIONS / CORRESPONDENCE

There were no communications.

BUSINESS ITEMS

PUBLIC HEARINGS:

#23-02

Kimley-Horn
for property located at
7310 SE Crosswinds Drive
TT PRT LOT 1 FRMRLY LOT 1 CROSSW INDS PLAT 1 CROSSW INDS PLAT 2
RE: Variance - Directional Signage

Chair M.Ott opened the public hearing.

M.Ott stated that the Appellant has requested that the public hearing be postponed indefinitely.

Motion by M.Ott to close the public hearing, and receive and file the request to postpone. Second by J.Baxter.
All voted aye. Motion carried 4 – 0.

No action was taken by the Board.

NEW BUSINESS

The Zoning Board of Adjustment 2022 Annual Report was provided to the Board.

J.Baxter placed into nomination Matt Ott to serve as Chair. Second by B.Walker. The nomination was accepted by M.Ott. All voted aye.

M.Ott placed into nomination Jeff Baxter to serve as Vice Chair. Second by K.Tomlinson. The nomination was accepted by J.Baxter. All voted aye.

REPORTS

There were no reports.

There being no further business, meeting adjourned at 5:06 p.m.



Submitted by Brenda Fuglsang, Board Secretary
Zoning Board of Adjustment



ANKENY CITY COUNCIL

City Council Agenda

March 6, 2023

5 : 30 PM

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns

 [Print](#)

ORIGINATING DEPARTMENT:

Kirkendall Library

COUNCIL GOAL:

ACTION REQUESTED:

Motion

LEGAL:

SUBJECT:

Receive and file minutes of the Library Board of Trustee meeting of January 19, 2023.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 Minutes

**KIRKENDALL PUBLIC LIBRARY BOARD OF TRUSTEES
MEETING MINUTES**

Thursday, January 19, 2023

Regular meeting: 6 p.m.

Location: City Council Chambers - Library

Present: Tamara Fujinaka, Gene Lucht, John Meyer, Miranda Piepho, Heather Stephenson, and Michael Wiser

Staff: Sam Mitchel, Holly Sealine

Topic	Discussion
Call to Order	Wiser called the meeting to order.
Approval of Minutes	Motion made by Meyer to approve the November 2022 meeting minutes. Second by Fujinaka. Motion passed unanimously.
Public Comments	
Consent Agenda	Sam Mitchel, Director, presented the Financials. • Run Rate = 50% • Library Books and Reference Materials have increased in cost slightly. • Building Maintenance Supplies remains steady. • Sam made some adjustments (some office supplies were instead filed as program supplies).
Policy/Procedure Review	Reconsideration Policy • This was discussed at November meeting – comment was made how we choose community members to serve on this committee. Sam added a line to the policy that states, “Community members will be chosen from an annual pool of patrons that agree to serve for any challenges during the calendar year.” • Sam may approach frequent patrons or they could volunteer to be added to the pool. • Stephenson made motion to approve. Meyer seconded. Approved unanimously.
Strategic Plan	
Director’s Report	Sam Mitchel, Director • Library participated in Dazzling in the District – we plan to continue our involvement. ○ Wiser commented – is city making accommodations in staffing and overtime since this is an extra ask of the employees. Sam responded that the city was very accommodating. City has padded the pay for this type of event for part-timers. Full-time employees seem to flex their time. • Budget information was submitted. Sam presents to Mayor/city council on 1/20. • There is a new website – staff has had quite a bit of training on this. • Sam completed personal 3-year accreditation. Sam will begin work on library’s 3-year accreditation.
Department Reports	
Committee Reports (Evaluation, Finance, Marketing, Policy, Staffing, etc.)	

Topic	Discussion
Emerging Trends	
Friends of the Library (Update)	Group has been having an issue getting a quorum to show up. Gene, Tami will attend from the board.
Old Business	
New Business	2023 Holiday/Closing Schedule • New Year's Day: Sunday and Monday, Jan. 1 and 2 • Martin Luther King Jr. Day: Monday, Jan. 16 • Easter: Sunday, April 9 • Staff Training: Monday, May 12 • Memorial Day: Monday, May 29 • Independence Day: Tuesday, July 4 • Labor Day: Monday, Sept. 4 • Day before Thanksgiving: Wednesday, Nov 22. Close at 5 p.m. • Thanksgiving: Thursday and Friday, Nov. 23 and 24 • Christmas: Sunday, Monday, and Tuesday, Dec. 24, 25, and 26 Motion to approve by Lucht. Second by Stephenson. Unanimously approved.
Professional Development	Trustees have been taking cybersecurity training through KnowB4.
Adjourn	Next meeting: February 16, 2023 Motion to adjourn made by Stephenson. Second by Lucht.

Respectfully submitted, Miranda Piepho, Secretary

Approved: 2/16/23



ANKENY CITY COUNCIL

City Council Agenda

March 6, 2023

5 : 30 PM

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns



ORIGINATING DEPARTMENT:

City Manager

COUNCIL GOAL:

ACTION REQUESTED:

Motion

LEGAL:

SUBJECT:

Receive and file minutes of the Human Rights Commission meeting of November 17, 2022.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 [HRC minutes 11-17-2022](#)

Meeting Minutes

Human Rights Commission

Thursday, November 17, 2022

5:30 p.m.

Meeting Room A-Ankeny Kirkendall Public Library

1250 SW District Dr, Ankeny, Iowa

Aubrey Alvarez

Blake Campbell

Isaiah McGee

Lindsay Norland

Tim Olson

Laura Parkinson

1. CALL TO ORDER

Chair McGee called the meeting to order at 5:38 PM.

2. ROLL CALL

Campbell, McGee, Norland, and Alvarez present. Parkinson and Olson absent. Johnson and Schrock, staff liaisons present.

3. MOTION TO APPROVE THE AGENDA FOR November 17, 2022

Campbell motioned to approve the agenda as presented, Alvarez seconded. Ayes: 4, motion carried.

4. MOTION TO APPROVE THE MINUTES FROM September 22, 2022

Campbell motioned to approve the minutes from the September 22, 2022 meeting. Alvarez seconded. Ayes: 4, motion carried.

5. OLD BUSINESS

a. MLK - Day of Service 2023

No official action taken on this item. Campbell provided an update since the last meeting. Campbell mentioned that progress on the event planning is going well and that they have a general idea of what the schedule of events will be leading up to MLK Jr. Day and the day itself.

b. Working subcommittee discussion and reports

No official action taken on this item. Subcommittee updates were incorporated into item 5a.

c. Long term calendar for HRC activities and events

No official action taken on this item. Request to work with the Ankeny Chamber of Commerce to incorporate public educational resources that are available regarding ADA requirements was discussed.

d. Sponsorship of events and policy discussion

No official action taken on this item. Schrock discussed with the group the City Sponsorship Policy that was approved at the November 7, 2022 City Council meeting. Staff will send out the policy to members of the Human Rights Commission.

6. NEW BUSINESS

a. None

7. STAFF REPORT

No official action taken on this item. Johnson reviewed the November 2022 staff memo with the HRC. Johnson discussed a potential meeting change in December due to the holidays and it was decided by the Commission that December 15 would be the next HRC meeting instead of December 22.

8. ADJOURN

Meeting adjourned at 6:53 PM.



ANKENY CITY COUNCIL

City Council Agenda

March 6, 2023

5 : 30 PM

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns



ORIGINATING DEPARTMENT:

Parks and Recreation

COUNCIL GOAL:

Enhance Quality of Life

ACTION REQUESTED:

Motion

LEGAL:

SUBJECT:

Receive and file minutes of the Park Board meeting of January 30, 2023.

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
 Park Board Minutes 2023-01-30

**Ankeny Park Board Meeting
January 30, 2023**

Meeting Minutes:

Call to Order: Chairperson Amber Smith called the Park Board meeting to order at 5:30 p.m. All board members were present. Nick Lenox and Leslie Reab represented City of Ankeny staff.

Approval of Minutes: The November meeting minutes were reviewed and approved with a motion from Chad Hade and a second from Aaron Bradshaw. All approved.

Capital Improvements Program - Updates: Lenox informed the board of the planned and approved department projects through the City's 2023 Capital Improvement Program. Lenox stated \$220,000 has been allocated toward the development of Aspen Ridge Park, with trail connection and turf improvements. A recently added \$230,000 CIP project is the design and construction of Creekside mini park that will feature a playground with rubber surfacing due to being located in a flood plain. Work will continue on the Des Moines Street Park Project, with installation of a playground, shelter and restroom, and development of the South Park which will include 12 pickleball courts, two baseball fields, batting cages and shelter with restrooms. Chad Hade inquired if the ball fields at Des Moines Street Park will be used for Parks & Recreation programming. Lenox stated the fields will be utilized for youth programs as well as made available for community rentals.

Other updates included the overlay of eight tennis courts at the Prairie Ridge Sports Complex, which shall be jointly paid for by the City and Ankeny School District, Lakeside Center renovations to modernize the facility, construction of a baseball/softball field in the Cherry Glen neighborhood, completion of the NW Irvinedale Trailhead welcome center, and the High Trestle Trail Experience Phase 1, which will potentially include grading and utility work, planting of trees and natives along the High Trestle Trail.

Seasonal Staffing: The Parks & Recreation Department hires over 350 seasonal staff to fill 27 different positions. Lenox stated the goal is to hire 120 lifeguards to get ahead of last summer's shortage that led them to closing Prairie Ridge Aquatic Center prior to the end of the season. Lenox also stated City administrators have been receptive to increasing seasonal staff hourly wages and in offering hiring incentives. Hourly wages were reviewed and increased approximately \$2.00/hour, ranging from \$11.25 to \$23.75, in order to stay competitive within the local job market. The City recruits and hires seasonal staff year-round.

Director's Report: Lenox reported that Tyler Stubbs with Iowa DNR will speak at February's board meeting on urban fishing, Katie Maki will be appointed and approved at Monday's City Council meeting, and that due to water damage from a sprinkler/water line break, the Public Services Building is undergoing repairs and was temporarily closed to the public.

Chairperson's Report – Amber Smith: Smith informed the board that January will be her last meeting as Chair and current board member Aaron Bradshaw has been named as her replacement.

Board Member Reports:

- Baldwin: No report.
- Bradshaw: No report.
- Church: No report.

- Craighead: No report.
- Hade: No report.

Adjournment: Josh Craighead moved meeting adjournment and Chad Hade provided the second. The meeting was adjourned at 6:20 p.m.

Minutes Reported By: Leslie Reab, Parks & Recreation Administrative Assistant



ANKENY CITY COUNCIL

City Council Agenda

March 6, 2023

5 : 30 PM

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns



ORIGINATING DEPARTMENT:

City Clerk

COUNCIL GOAL:

Ensure Economic Vitality

ACTION REQUESTED:

Motion

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Consider motion to approve the issuance of liquor license(s), beer / wine permit(s), and/or Automatic Renewal Program of class "E" retail alcohol licenses 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. a.) Casey's Marketing Company, d/b/a Casey's General Store #2896, 2601 SE Creekview Dr. - Class E Retail Alcohol License (LE) (Renewal) - Effective March 20, 2023.
b.) Enrollment in the Automatic Renewal Program Effective 2024.
2. a.) Casey's Marketing Company, d/b/a Casey's General Store #2689, 1310 NW 18th St. - Class E

Retail Alcohol License (LE) (Renewal) - Effective April 1, 2023.
b.) Enrollment in the Automatic Renewal Program Effective 2024.

3. a.) Casey's Marketing Company, d/b/a Casey's General Store #2785, 1602 W 1st St. - Class E Retail Alcohol License (LE) (Renewal) - Effective April 1, 2023.
b.) Enrollment in the Automatic Renewal Program Effective 2024.
4. Blackberry, LLC d/b/a Flame Cantina, 1315 Oralabor SW Rd, Ste. 101 - Class C Retail Alcohol License (LC) includes Catering (Renewal) - Effective April 13, 2023.
5. Georgios Greek Grill LLC, d/b/a Georgios Greek Grill, 2010 SE Delaware Ave., Ste. 222, Class C Retail Alcohol License (LC) (NEW) - Tentatively Effective March 7, 2023.
6. Giving Back Outdoors, d/b/a Giving Back Outdoors, 1055 SW Prairie Trail Pkwy (FFA Bldg.) - Class C Retail Alcohol License (LC) (5 Day) - Effective March 25, 2023.
7. Great Caterers of Iowa Inc., d/b/a Great Caterers of Iowa, 1055 SW Prairie Trail Pkwy (FFA Bldg.) - Class C Retail Alcohol License (LC) (5 Day) - Effective April 15, 2023.

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 6, 2023

5 : 30 PM

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Amendment No. 1 to the Professional Services Agreement increasing the contract amount by \$47,450.00 with McClure Engineering Company for construction engineering services on the SW State Street Reconstruction - Southbound Lanes project.

EXECUTIVE SUMMARY:

McClure Engineering Company completed the design of the SW State Street Reconstruction - Southbound Lanes project which was bid locally on January 10, 2023. The Public Works Department proposes to continue using McClure Engineering Company for limited 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. 1 to the Professional Services Agreement. A copy of the original Professional Services Agreement is also attached for reference.

The fee for the additional engineering services is \$47,450.00. This includes \$27,300.00 for limited construction engineering services and \$20,150.00 for additional design engineering services related to out-of-scope work required for the project's final design. The original Professional Services Agreement for design engineering services is \$102,600.00. Adding Amendment No. 1 to the Professional Services Agreement increases the total contract amount to \$150,050.00.

It is recommended that the City Council approve Amendment No. 1 to the Professional Services Agreement with McClure Engineering Company in the amount of \$47,450.00 for the SW State Street Reconstruction - Southbound Lanes project.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Amendment No. 1
 Professional Services Agreement

AMENDMENT NO. 1 TO THE AGREEMENT FOR ENGINEERING SERVICES



McCLURETM

McCLURE ENGINEERING COMPANY

Project Name: SW State Street Reconstruction – Southbound Lanes

Project Number: 2022000919-000

Project Manager: Scott Port, P.E.

This Amendment is made this 6th day of March, 2023 and shall amend the Agreement dated the 18th day of July, 2022, by and between *McClure Engineering Company*, of Clive, Iowa (herein referred to as "ENGINEER") and the City of Ankeny, Iowa (hereinafter referred to as "OWNER"), for the Project described as:

SW State Street Reconstruction – Southbound Lanes

1. This Amendment is associated with additional Basic Services and Construction Services of the SW State Street Reconstruction – Southbound Lanes project.
2. This Amendment authorizes the ENGINEER and establishes fees for the phases stated herein. The Project Scope and Fees are detailed in Exhibit 'A'.
3. The increased amount of the ENGINEER's compensation is \$47,450. The contract type is Time and Expense (NTE).

Attached Exhibits	Included	Not Included
Exhibit 'A' Detailed Scope of Work and Fee Schedule	☒	☐

SPECIAL INSTRUCTIONS:

IN WITNESS WHEREOF, the parties hereto have made and executed this **AMENDMENT** as of the day and year first above written.

OWNER: City of Ankeny, Iowa

By: _____
Mark E. Holm

Title: _____
Mayor

Attest: _____
Michelle Yuska

Title: _____
City Clerk

ENGINEER: McClure Engineering Company

Signed: Scott Port
Scott Port, P.E.

Title: _____
Team Leader

Exhibit A - Detailed Scope of Work Ankeny SW State Street Reconstruction – Southbound Lanes Amendment #1

EXHIBIT C – SECTION 1. PROJECT DESCRIPTION

Add the following language to the following subsection:

- A) The PROJECT includes the reconstruction of pavement patches in the southbound and northbound lanes of the intersection of SW State Street and SW Ordinance Road, as marked out in the field by the OWNER.

Modify the following subsection:

- C) Staging and temporary traffic control will be implemented so that northbound traffic on SW State Street is maintained at all times. Southbound traffic will be closed and detoured for the entirety of the PROJECT. Access to adjacent businesses and residents will be maintained at all times. A temporary access from SW 3rd Street will be constructed to the 210 SW State Street apartment complex.
- D) The PROJECT includes ADA compliant sidewalk ramps across the north leg of SW State Street at the SW Ordinance Road intersection.
- F) The PROJECT includes the removal of two (2) water main valves and the installation of one (1) water main valve north of the SW 3rd Street and SW State Street intersection on the west side of SW State Street.
- I) This PROJECT includes the removal of the handhole and sleeving the existing fiber in the raised median at the south leg of SW State Street and SW Ordinance Road. Additionally, it includes the installation of two (2) pedestrian push buttons at the SW State Street and SW Ordinance Road intersection.

Add the following subsection:

- M) The PROJECT includes the relocation of the existing City-owned electrical cable and conduit along SW State Street from approximately 350-feet south of SW 3rd Street to approximately 400-feet north of SW 3rd Street.
- N) The ENGINEER shall complete construction services, including limited construction administration, construction staking, monument preservation, and project closeout of the PROJECT.

EXHIBIT C – SECTION II, BASIC SERVICES

Add the following subsection:

- E) Phase 500 – Final Design
- 1) Task 501 – Final Design and Plans
- (q) Additional Design Services
- (i) The ENGINEER designed the relocation of the City-owned electrical lighting cable and conduit due to conflicts with the proposed subdrain and grading cut. Detailed N-Sheets were added to the plan set to show the relocation design. Opinion of Construction Costs and Estimate Reference Notes were provided for the electrical relocation. One (1) meeting with the City of Ankeny Traffic Engineering Division staff and correspondences with the City of Ankeny Traffic Engineering Division staff are included.
- (ii) The ENGINEER designed ADA compliant sidewalk ramps across SW State Street at the north leg of the SW Ordinance Road intersection at the request of the OWNER. S-sheets were added to the plan set that included the detailed design of the slopes and elevations of the sidewalk ramps.
- (iii) The ENGINEER designed two (2) pedestrian push buttons at the SW State Street and SW Ordinance Road intersection at the request of the OWNER. Detailed notes and callouts were added to the N-sheet. Opinion of Construction Costs and Estimate Reference Notes were

provided for the pedestrian push buttons. Correspondences with the City of Ankeny Traffic Engineering Division staff are included.

- (iv) The ENGINEER designed water main valve removal and relocation due to conflicts with the pavement widening. Opinion of Construction Costs and Estimate Reference Notes were provided for the water main improvements.
- (v) The ENGINEER designed PCC pavement patching areas beyond the scope of the original agreement at the SW Ordinance Road and SW State Street intersection. This work included additional jointing, geometrics, and staging design.
- (vi) The ENGINEER re-designed the staging and traffic control to accommodate shutdown of the southbound lanes during construction. Per the original agreement, the traffic control plan was to maintain northbound and southbound traffic at all times, but after the 60% design submittal the City chose to change the staging sheets to shutdown southbound lanes during construction.
- (vii) The ENGINEER designed a traffic control alternative for the John Deere entrance that demonstrated how it would be possible to maintain access to the John Deere entrance at all times during construction. The ENGINEER created an exhibit that was utilized in a meeting with the John Deere property. Additionally, the ENGINEER attended one (1) in-person meeting with the City and John Deere to discuss access during construction.
- (viii) Utility Coordination
 - (a) The ENGINEER reviewed one (1) utility relocation plan (original agreement scoped no utility relocations) that were provided by the franchise utilities. Additionally, the Engineer held two (2) additional one-on-one meetings with individual utilities and coordinated and analyzed pothole locations performed by the franchise utilities.
 - (b) The ENGINEER analyzed potholes from one (1) utility company and revised the plan drawings to avoid conflicts with the utility. The ENGINEER revised four (4) plan sheets in order to show the revised design. Coordination and correspondences with the City of Ankeny Engineering staff are included.

F) Phase 600 – Construction Administration

Add the following subsection:

1) Task 601 – Construction Administration

- (a) Following the OWNER's award of the SW State Street Reconstruction – Southbound Lanes project contract to the Contractor, the ENGINEER shall proceed with Limited Construction Services.
- (b) The ENGINEER shall prepare monthly invoices for construction services based on time and expense charges for the duration of the PROJECT which is expected to last up to six (6) months.
- (c) The ENGINEER shall arrange and conduct one (1) preconstruction meeting with the OWNER, Contractor, subcontractors, and utility companies to review the project scope and intent, details of construction, contract requirements, utility conflicts, and project schedule prior to construction. The ENGINEER will provide meeting minutes.
- (d) The ENGINEER shall review shop drawings, material submittals, and other applicable submissions from the Contractor for compliance with the construction contract. The ENGINEER shall provide these comments for the OWNER'S review, prior to issuing comments back to the Contractor.
- (e) The ENGINEER shall answer design interpretation questions from the OWNER, Contractor, and utilities during project construction. For budgeting purposes, the ENGINEER has allotted \$5,000 of staff time for this effort. In the event the construction period exceeds the contract working days or unanticipated conditions require design interpretation questions more than \$5,000 of effort, the ENGINEER shall notify the OWNER as it approaches the limit and determine the additional effort to complete the PROJECT. The ENGINEER and OWNER shall work to develop a mutual resolution for the remaining effort.
- (f) The OWNER shall conduct on-site construction meetings with the Contractor. The ENGINEER is

not expected to attend these meetings.

- (g) The OWNER shall prepare payment applications and change orders. The OWNER shall be responsible for all normal construction observations, meetings, and correspondences.
- (h) The ENGINEER shall prepare the Certificate of Completion for the PROJECT utilizing the OWNER'S modified Certificate of Completion form.
- (i) Deliverables:
 - 1. Preconstruction Meeting Agenda and Minutes
 - 2. Monthly Invoices (6)
 - 3. Shop Drawing Reviews
 - 4. Certificate of Completion utilizing the OWNER'S modified form

H) Phase 700 – Survey Services

Add the following subsection:

1) Task 701 – Survey Services

(f) Additional Topographic Survey

(i) During design, additional topographic survey was requested as follows:

- (a) Storm sewer intake form grades and flow lines, including accessing John Deere's property to collect survey data on the culverts that were not part of the original "SW State Street Reconstruction – Northbound Lanes" project.
- (b) Interior of the SW State Street and SW Ordnance Road intersection, both northbound and southbound lanes, due to the requested increased patch limits in the intersection.

Add the following subsection:

2) Task 760 – Construction Staking

- (a) 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.
- (b) The ENGINEER will set control points as needed during construction.
- (c) The ENGINEER shall provide staking of:
 - (i) Storm sewer pipe, structure, subdrain cleanouts, and structure adjustments (SUDAS station location offsets with flow line and rim/form grade/inlet elevations).
 - (ii) Water main valves.
 - (iii) Pedestrian push button poles and handholes, including electrical handholes (center locations with offsets and elevations).
 - (iv) Roadway and turn lane pavement pave-throughs and intersection back of curb (paving hubs staked on 25' intervals in tangents and horizontal curves to a pre-determined height).
 - (v) Driveway pavement (paving hubs staked on 25' intervals and points of deflection, top of slab elevation).
 - (vi) ADA compliant sidewalk (ADA ramp curb drops, top of ramp and landing/turning space/level operating locations, single edge and corner offsets with elevations).
 - (vii) Electrical alignment relocation route.

3) Task 761 – Monument Preservation

- (c) Monument Preservation is not expected on the PROJECT. If Monument Preservation is later determined to be required, this will be completed at the fixed hourly rate and will be included via future Amendment or Agreement.

I) Phase 800 – Project Closeout

Modify the following subsection:

1) Task 801 – Project Closeout

- (a) The ENGINEER shall prepare and furnish as-built record drawings for the PROJECT, incorporating active construction information provided by the OWNER. Such record drawings may contain a waiver of liability phrase regarding unknown changes made by the Contractor without OWNER / ENGINEER approval.
- (b) The ENGINEER shall provide information in accordance with the OWNER's Pre-Construction and Post-Construction Submittal requirements for all Public and Private Projects (effective 07-01-2021). Features include:
 - (i) Water main fittings (bends, tees, crosses, reducers) and signal and fiber optic conduits – at the time of construction.
 - (ii) Storm sewer, subdrain, and water main above ground structure data.
 - (iii) Traffic signal poles, push button poles, cabinet, and handhole location data.
 - (iv) Fiber optic handholes and conduit location data.
 - (v) Newly installed street signs/posts.
- (c) Deliverables:
 - (i) As-Built Drawings
 - (ii) Information pertaining to the OWNER's Pre-Construction and Post-Construction Submittal requirements for all Public and Private Projects (effective 07-01-2021).

III) FEES:

Replace Article III as follows:

A) Basic Services:	Base Agreement	Amend. 1	Total
1) Phase 100 – Preliminary Planning and Reports	\$ 0	\$ 0	\$ 0
2) Phase 200 – Existing Conditions	\$ 0	\$ 0	\$ 0
3) Phase 300 – Funding	\$ 0	\$ 0	\$ 0
4) Phase 400 – Preliminary Design	\$ 34,800	\$ 0	\$ 34,800
5) Phase 500 – Final Design	\$ 43,100	\$ 18,550	\$ 61,650
6) Phase 600 – Construction Administration			
(a) Task 601 – Construction Administration	\$ 0	\$ 11,700	\$ 11,700
(b) Task 602 – Advertising, Bidding, and Contract Award	\$ 3,900	\$ 0	\$ 3,900
7) Phase 650 – Onsite Project Representative	\$ 0	\$ 0	\$ 0
8) Phase 700 – Survey Services			
(a) Task 701 - Survey Services (General)	\$ 3,600	\$ 1,600	\$ 5,200
(b) Task 712 – Acq. Plats and Legal Descriptions	\$ 0	\$ 0	\$ 0
(c) Task 760 – Construction Staking	\$ 0	\$ 12,100	\$ 12,100
9) Phase 800 – Project Closeout	\$ 0	\$ 3,500	\$ 3,500
10) Phase 850 – Project Management & Coordination	\$ 16,700	\$ 0	\$ 16,700
11) Phase 950 – Subconsultant and Reimbursable Fees	\$ 500	\$ 0	\$ 500
Not to Exceed Fee:	\$ 102,600	\$ 47,450	\$ 150,050

- Item in Bold are Construction Services Only = \$27,300

IV) TIMELINE:

Add the following subsection:

- C) The ENGINEER completed the Preliminary Design, Final Design, Advertising, Bidding, and Contractor Award, Survey Services, Project Management and Coordination in order to accommodate the January 10, 2023 bid letting. The Construction Administration, Construction Staking, and Project Closeout shall be completed following completion of all construction on a planned six (6) day work week within 85 working days anticipated to commence no earlier than June 5, 2023, and no later than June 12, 2023. If changes are made to this schedule, the ENGINEER shall submit changes to the OWNER for approval.

V) ADDITIONAL SERVICES NOT INCLUDED IN THIS AGREEMENT

Replace Article V as follows:

- A) Joint utility trench design.
- B) Septic system reconstruction plans.
- C) Environmental and/or Cultural Review and Assessment.
- D) Drainage Repot or Drainage Memorandum
- E) Irrigation (lawn sprinkler) restoration plans or specifications.
- F) Media correspondences and public outreach planning documents.
- G) Boundary retracement of existing lots to set missing monuments.
- H) Land purchase costs, closing costs associated with land acquisition, and costs associated with condemnation process.
- I) Appraisal fees and condemnation services.
- J) Testing of any suspect environmental material, including but not limited to asbestos, radon, lead based paint, air quality, or industrial waste.
- K) Grant Administration.
- L) Preparation of bidding or contract documents for alternate bid prices.
- M) Construction material testing services.
- N) Hazardous materials investigations and testing.
- O) Other permits not indicated within this scope.
- P) Any permit and publication fees associated with permit applications except as noted.
- Q) Project management and coordination tasks beyond that scheduled project completion period.
- R) Special meetings and meetings not outlined in the Scope of Services.
- S) Other services not specifically outlined in this Agreement.
- T) Coordination and meetings with property owners, local interest groups, or public.
- U) Costs associated with project delay or scope changes outside of the control of the ENGINEER.
- V) Design plan modifications requested by the OWNER or Contractor during construction.
- W) Regular on-site construction meetings with the Contractor.
- X) Preparation of Contractor pay applications and change orders.
- Y) Daily construction observation.

Project No.: 2022000919-000
 Project Name: SW State Street Reconstruction – Southbound Lanes
 Project Manager: Scott Port, PE

Agreement for Engineering Services

This Agreement, is made on the 18th day of July, 2022, by and between **McClure Engineering Company, of Clive, Iowa**, (herein referred to as "**ENGINEER**") and the **City of Ankeny, Iowa** (hereinafter referred to as "**OWNER**"). The **ENGINEER** will provide services per the terms and conditions outlined in this Agreement and in accordance with the scope presented in Exhibit 'C'. The services will be compensated for in accordance with the fees or hourly rates as presented in Exhibit 'B', for the Project described as:

SW State Street Reconstruction - Southbound Lanes

- The **OWNER** shall provide information per the **OWNER's** responsibilities presented in Exhibit 'E' in a timely manner so as not to delay the services provided by the **ENGINEER**.
- Payment to the **ENGINEER** shall be made within 30 days of invoice for work completed to date. The invoice will include the percentage of work complete, an estimate to complete, and a brief project status summary.
- Past due amounts owed shall accrue interest at 1.5% per month from the 30th day. If the **OWNER** fails to make monthly payments due the **ENGINEER**, the **ENGINEER** may, after giving seven (7) days written notice to the **OWNER**, suspend services under this Agreement.
- THIS AGREEMENT IS SUBJECT TO ALL THE TERMS AND CONDITIONS LISTED ON EXHIBIT 'A' OF THIS AGREEMENT.
- This Agreement represents the entire and integrated agreement between the **OWNER** and the **ENGINEER** and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the **OWNER** and the **ENGINEER**.
- Neither party to this AGREEMENT will be liable to the other party for unavoidable delays in performing the Scope of Services, or for the direct or indirect cost resulting from such delays, that may result from acts of God, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party. Each party will take reasonable steps to mitigate the impact of any force majeure. The **ENGINEER** will adjust the schedule and compensation under this Agreement to the extent that **ENGINEER's** schedule and compensation are equitably adjusted by the **OWNER**.

Unavoidable Delays means delays in performance resulting from acts or occurrences outside the reasonable control of the party claiming the delay in performance, including but not limited to storms, floods, excessive rain, hail, wind, hurricanes, tornadoes, fires, explosions or other casualty losses, unusual weather conditions, global medical pandemics, including but not limited to that certain global medical pandemic which has come to be known as "Coronavirus" or "Covid-19", national medical pandemics in the United States of America, strikes, boycotts, lockouts or other labor disputes, delays in transportation or delivery of material or equipment, litigation commenced by third parties, or the acts, restrictions, or prohibitions of any federal, state or local governmental unit.

- The amount of the **ENGINEER's** compensation is outlined in Exhibit 'C'. The contract type is **Time and Expense Not To Exceed (NTE)**.

	Included	Not Included
Exhibit 'A' Engineer's Terms and Conditions	☒	☐
Exhibit 'B' Hourly Rate Schedule	☒	☐
Exhibit 'C' Detailed Scope of Work	☒	☐
Exhibit 'D' Design Criteria	☐	☒
Exhibit 'E' Owner's Responsibilities	☒	☐
Exhibit 'F' Duties and Responsibilities of Resident Project Representative	☐	☒
Exhibit 'G' Project Exhibit	☒	☐
Exhibit 'H' Construction Cost Estimate	☐	☒
Exhibit 'I' City of Ankeny Insurance Requirements for Professional Services	☒	☐

OWNER: Represented by:

City of Ankeny

By: 409E47CBE956471...

Mark E. Holm

(Print Name)

Title: Mayor

ENGINEER: McClure Engineering Company

By: Scott Port

Scott Port, P.E.

(Print Name)

Title: Team Leader

McCLURE ENGINEERING COMPANY
ENGINEER'S TERMS AND CONDITIONS
 (Effective 1/1/2022 through 12/31/2022)

- 1.0 ACCESS TO SITE:** The **Engineer** shall at all times have access to the Project site.
- 2.0 INFORMATION PROVIDED BY OTHERS:** The **Engineer** shall be entitled to rely upon the accuracy and completeness of data provided by the **Owner** and shall not assume liability for such data. The **Engineer** does not practice law, insurance, or financing, therefore, the **Owner** shall furnish all legal, accounting, and insurance counseling services as may be necessary to protect themselves at any time during the Project. **Owner** shall hold **Engineer** harmless from damages that may arise as a result of inaccuracies of information or data supplied by **Owner** or others to **Engineer**.
- 3.0 OWNERSHIP AND REUSE OF DOCUMENTS:** All documents are instruments of service, and **Engineer** shall retain an ownership and property interested therein (including the copyright and the right of reuse at the discretion of the **Engineer**) whether or not the Project is completed.
- 3.1** **Owner** may make and retain copies of documents for information and reference in connection with the use of the documents on the Project. **Engineer** grants **Owner** a limited license to use the documents on the Project, extensions of the Project, and for related uses of the **Owner**, subject to receipt by **Engineer** of full payment due and owing for all services relating to preparation of the documents, and subject to the following limitations: (1) **Owner** acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by **Engineer**, or for use or reuse by **Owner** or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by **Engineer**; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by **Engineer**, as appropriate for the specific purpose intended, will be at **Owner's** sole risk and without liability or legal exposure to **Engineer** or to its officers, directors, members, partners, agents, employees, and consultants; (3) **Owner** shall indemnify and hold harmless **Engineer** and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by **Engineer**; and (4) such limited license to **Owner** shall not create any rights in third parties.
- 3.2** If **Engineer** at **Owner's** request verifies the suitability of the documents, completes them, or adapts them for extensions of the Project or for any other purpose, then **Owner** shall compensate **Consultant** at an amount agreed upon by **Owner** and **Engineer**.
- 4.0 UNDERGROUND UTILITIES:** Due to the nature and uncertainty of the accuracy of data available for underground utilities, including drainage tile, and/or any information that may be supplied by the **Owner**, third parties, and/or research performed by the **Engineer** or its subcontractors, the **Owner** agrees to indemnify and hold harmless the **Engineer** for all claims, losses, costs, and damages arising out of the location of underground utilities provided by the **Engineer** under this Agreement.
- 4.1** The **Owner** may choose to contract separately to have extensive investigations and research conducted if the **Owner** feels it necessary to have more accurate location of underground utilities confirmed.
- 5.0 SUBSURFACE CONDITIONS:** The **Engineer** may advise the **Owner** to conduct soil and/or subsurface testing and analysis to provide information to the **Owner**, **Engineer**, and contractor(s) as to the subsurface conditions that may generally be encountered during subsurface construction.
- 5.1** The **Engineer** cannot warrant or guarantee that the information provided is reflective of all subsurface conditions that may be encountered, or to the extent that subsurface conditions such as soil properties, groundwater, rock, etc., may vary from location to location throughout subsurface construction.
- 5.2** Any unexpected change or unforeseen subsurface conditions (including those that may be caused by weather conditions) will be addressed when encountered and may result in a change in construction price and/or schedule, and the **Engineer** shall be held harmless from issues arising out of these unseen subsurface conditions.
- 6.0 HAZARDOUS MATERIALS – INDEMNIFICATION:** The **Engineer** is not in the business of making environmental site assessments for purposes of determining the presence of any toxic, hazardous or other environmental damaging substances. The purpose of this provision is to be certain that the **Owner** is aware of the potential liability if toxic, hazardous, or environmental damaging substances are found on or under the property. **Engineer** makes no representations regarding an environmental site assessment, relies upon **Owner** to have fully investigated the need and/or scope of such assessment, and assumes no responsibility for the determination to make an environmental site assessment on the subject property.
- 7.0 OPINIONS OF PROBABLE COST:** **Engineer's** opinions (if any) of probable construction costs are to be made on the basis of **Engineer's** experience, qualifications, and general familiarity with the construction industry. However, because **Engineer** has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, **Engineer** cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from opinions of probable construction cost prepared by **Engineer**. If **Owner** requires greater assurance as to probable construction cost, then **Owner** agrees to obtain an independent, third-party cost estimate.
- 8.0 PROJECT FUNDING AND FINANCING:** It shall be the responsibility of the **Owner** to plan, organize, and secure funding to pay all costs associated with the project. The funding may include local financing and/or funding obtained through federal or state funding programs such as low interest loans, grants, etc. If the **Engineer** is retained to help apply and/or secure funding from internal or external funding agencies, the **Engineer** shall not be responsible for the acquisition of funding and makes no guarantee funding applications prepared by the **Engineer** will successfully secure funds.
- 8.1** If the **Owner** secures outside funding from any such programs, while the **Engineer** may be retained to help monitor and submit pay requests for loan or grant draws from the respective agencies, the **Engineer** shall not be responsible for the **Owner's** obligation to comply with any criteria required to use the funds, including responsibility for any funding match required by the **Owner**.
- 9.0 ADDITIONAL SERVICES:** It is not unusual for the **Owner** to request the **Engineer** to provide additional services or that additional work may be required to deal with a contractor during construction that was not foreseen at the time the original scope of work was agreed to when the **Engineer** Agreement was signed. The **Owner** recognizes the **Engineer** shall be entitled to additional compensation to coordinate such changes, and schedules shall be adjusted accordingly. The **Engineer** may prepare drawings, specifications, and other documents required to address the changes in the scope of work as necessary to satisfactorily complete the Project.
- 10.0 BETTERMENT:** If the **Engineer** failed to include a component(s), or if during construction it is discovered a component(s) is required that was not in the **Engineer's** original plans or specifications, and that the component(s) is necessary to complete a satisfactory Project, the **Engineer** shall not be responsible for paying the cost required to add such component(s) to the extent that such component(s) would have been required and included in the original Contract Documents.
- 10.1** In no event shall the **Engineer** be responsible for any cost or expense that provides betterment or that upgrades or enhances the value of the **Owner's** project if the component should have originally been included in the construction drawings and/or specifications.

11.0 SHOP DRAWING REVIEW: If, as part of this Agreement, **Engineer** reviews contractor submittals, such as shop drawings, product data, samples and other data, as required by **Engineer**, these reviews and approvals shall be only for the limited purpose of checking for conformance with the design concept and the information expressed in the Contract Documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades, or construction safety precautions, all of which are the sole responsibility of the contractor. **Engineer** shall not be responsible for any deviations from the Contract Documents not brought to the attention of **Engineer** in writing by the contractor. **Engineer** shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

12.0 CONSTRUCTION OBSERVATION: If, as part of this Agreement, **Engineer** is providing construction observation services, **Engineer** shall visit the Project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractor's or subcontractor's work and to determine if the work is preceding in general accordance with the Contract Documents. The **Engineer** is not a contractor and shall not at any time supervise, direct, control, or have authority over any of the contractor's and/or subcontractor's work.

12.1 Engineer shall not have authority over or be responsible for the means, methods, techniques, sequences, schedule, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for the security or safety at the site, nor for any failure of a contractor to comply with laws and regulations applicable to that contractor's furnishing and performing of its work.

12.2 Engineer shall not be responsible for the acts or omissions of any contractor.

12.3 Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the work in accordance with the Contract Documents.

12.4 Engineer shall not be responsible for any decision made regarding the Contract Documents, or any application, interpretation, clarification, or modification of the Contract Documents, other than those made by the **Engineer** or its consultants.

12.5 Unless otherwise specified in this Agreement, the **Owner** has not retained the **Engineer** to make detailed inspections or to provide exhaustive or continuous Project review and observation services.

13.0 DESIGN WITHOUT CONSTRUCTION PHASE SERVICES: If **Engineer** is not retained for construction observation and/or on-site resident observation services, **Engineer** shall have no design, shop drawing review, or other obligations during construction, and **Owner** assumes all responsibility for the application and interpretation of Contract Documents, review and response to contractor claims, construction contract administration, processing of change orders and submittals, revisions to the Contract Documents during construction, construction observation and review, review of contractor's payment applications, and all other necessary construction phase administrative, engineering, surveying, and professional services. **Owner** waives all claims against the **Engineer** that may be connected in any way to construction phase administrative, engineering, surveying, or professional services.

14.0 MEDIA REPRESENTATIONS: The **Engineer** shall have the right to include photographic or artistic representations of the design of the Project among the **Consultant's** promotional and professional materials. The **Engineer** shall be given reasonable access to the completed Project to make such representations. However, the **Engineer's** materials shall not include the **Owner's** confidential or proprietary information. The **Owner** shall provide professional credit for the **Engineer** in the **Owner's** promotional materials for the Project. Notwithstanding anything to the contrary in the present agreement, the Parties' obligations outlined in this clause shall survive the termination of this Agreement for an indefinite term.

15.0 TERMINATION: This Agreement may be terminated by either party upon not less than seven (7) days' written notice should the other party fail substantially to perform in accordance with the terms of the Agreement through no fault of the party initiating the termination. This Agreement may be terminated by

the **Owner** upon not less than seven (7) days' written notice to the **Engineer** in the event the Project is permanently abandoned.

15.1 Failure of the **Owner** to make payments to the **Engineer** in accordance with the Agreement shall be considered substantial non-performance and cause for termination. If the **Owner** fails to make payment when due the **Engineer** for services, the **Engineer** may, upon seven (7) days' written notice to the **Owner**, suspend performance of services under this Agreement. Unless payment in full is received by the **Engineer** within seven (7) days of the date of the notice, the suspension shall take effect without further notice.

15.2 In the event of a suspension of services, the **Engineer** shall have no liability to the **Owner** for delay or damage caused the **Owner** because of such suspension of services. In the event of termination not the fault of the **Engineer**, the **Engineer** shall be compensated for services performed prior to termination and all termination expenses. Termination expenses are in addition to compensation for *Basic and Additional Services*, and include expenses which are directly attributable to termination.

16.0 DISPUTE RESOLUTION: Claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to mediation unless each of the parties mutually agrees otherwise. No mediation arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement signed by the **Owner**, **Engineer**, and any other person or entity sought to be joined. In no event shall the demand for mediation be made after the date when the institution of legal or equitable proceedings based upon such claim would be barred by the applicable statute of limitations. The award rendered in the mediation shall be non-binding.

17.0 LIMITATION OF LIABILITY: The **Engineer's** liability shall be limited to ~~\$50,000.00 or the fee for the work performed, whichever is greater, or as specifically agreed to by separate agreement.~~

18.0 STANDARD OF CARE: In providing services under this Agreement, the **Engineer** shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality.

19.0 PAYMENT: Amounts unpaid 30 days after invoice date shall bear interest from the date payment is due at a rate of 1.5% per month compounded and shall include costs for attorney fees and other collection fees related to collecting fees for service.

20.0 LIEN RIGHTS: **Engineer** retains all rights to mechanic's or design professional lien rights through the completion of the obligations of this Agreement at the sole judgment of the **Engineer**.

21.0 WAIVERS: The **Owner** and the **Engineer** waive all rights against each other and against the contractors, consultants, agents' and employees of the other for damages, but only to the extent covered by property insurance during construction. The **Owner** and **Engineer** each shall require similar waivers from their contractors, consultants, and agents.

22.0 ASSIGNMENT: The **Owner** and **Engineer**, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of this Agreement. Neither **Owner** nor **Engineer** shall assign this Agreement without the written consent of the other.

23.0 GOVERNING LAW: Unless otherwise provided, the Agreement shall be governed by the laws of the State of Iowa.

24.0 COMPLETE AGREEMENT: This Agreement represents the entire and integrated agreement between the **Owner** and **Engineer** and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both **Owner** and **Engineer**. 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 **Engineer**.

EXHIBIT 'B'
 McCLURE ENGINEERING COMPANY
 HOURLY RATE SCHEDULE
 (Effective through December 31, 2022*)

<u>PERSONNEL</u>	<u>HOURLY RATE</u>
Principal	\$270 - \$295
Project Manager	\$185 - \$230
Senior Professional	\$185 - \$285
Professional	\$155 - \$185
Junior Professional	\$125 - \$155
Senior Technician	\$135 - \$175
Technician	\$115 - \$135
Landscape Architect	\$120 - \$155
On-Site Representative	\$115 - \$155
Client/Project Liaison	\$135 - \$185
Administrative	\$65 - \$85
3 Member Survey Crew	\$270
2 Member Survey Crew	\$200
1 Member Survey Crew	\$135

EQUIPMENT

3D Scanner per Scan	\$30.00
UAV per Flight	\$125.00
Sonar Boat	\$125.00

MISCELLANEOUS EXPENSES

Survey Vehicle Mileage	\$0.70/Mile
Automobile Mileage (at current IRS rate)	Current IRS Rate
Printing	Per Contract
Survey Supplies (Hubs, Lath, Paint, Nails, etc.)	Per Contract
Out-of-Pocket Expenses (Meals, Hotels, etc.)	Per Contract

*Rates are subject to change based on billing rates for future years



Exhibit 'C'
Detailed Scope of Work
SW State Street Reconstruction – Southbound Lanes

I) PROJECT DESCRIPTION

- A) The PROJECT includes the reconstruction of the southbound lanes of SW State Street from just north of SW Ordinance Road to just south of W First Street. The PROJECT includes construction of new PCC pavement, reconstruction or adjustment of three (3) storm sewer structures, preparation of subgrade, construction of modified subbase, installation of longitudinal subdrain, and application of new permanent pavement markings. Additionally, the PROJECT will include the removal and reconstruction of a portion of the raised median and pavement at the south leg of SW State Street and SW Ordinance Road, including the removal of the traffic handhole in the south raised median. A doveled median will replace the painted median at the north leg of SW State Street and SW Ordinance Road. The southbound lanes of SW State Street will include PCC pavement and subbase thicknesses that will match the northbound lanes that were recently reconstructed in 2020. The PROJECT limits are shown in Exhibit 'G'.
- B) The PROJECT includes the reconstruction of one (1) apartment complex driveway at 210 SW State Street.
- C) Staging and temporary traffic control will be implemented so that northbound and southbound traffic on SW State Street is maintained at all times. Access to adjacent businesses and residents will be maintained at all times. A temporary access from SW 3rd Street will be constructed to the 210 SW State Street apartment complex.
- D) Sidewalks are not anticipated on this PROJECT.
- E) Storm sewer relocation or replacement is not anticipated on this PROJECT.
- F) Water main relocation or replacement is not anticipated on this PROJECT.
- G) Sanitary sewer relocation or replacement is not anticipated on this PROJECT.
- H) Retaining walls are not anticipated on this PROJECT.
- I) Traffic signal revisions or replacement is not anticipated on this PROJECT, except for the removal of the handhole and sleeving the existing fiber in the raised median at the south leg of SW State Street and SW Ordinance Road.
- J) Street lighting is not anticipated on this PROJECT.
- K) Right-of-way, permanent easements, and/or temporary easements are not anticipated on this PROJECT. One Right of Entry Agreement, by OWNER, for the temporary access to the apartment complex is anticipated.
- L) The PROJECT will be let by means of a local letting, and the 2022 edition of the Iowa Statewide Urban Design and Specifications (SUDAS) and the City of Ankeny Supplemental Specifications will be applicable to the design.

II) BASIC SERVICES

- A) Phase 100 – Preliminary Planning and Reports
 - 1) Not Included.
- B) Phase 200 – Existing Conditions
 - 1) Not Included.
- C) Phase 300 – Funding
 - 1) Not Included.

Exhibit 'C' – Detailed Scope of Work
SW State Street Reconstruction – Southbound Lanes

D) Phase 400 – Preliminary Design

1) Task 401 – Preliminary Design and Plans

- (a) The ENGINEER will perform preliminary design services with the primary focus on geometric plans and profiles, pavement reconstruction, existing and proposed utility improvements, construction staging, and detour route(s). This task includes the preparation of preliminary design plans depicting the proposed grading, drainage, paving, signing, utility improvements, and other features of the PROJECT.
- (b) Preliminary Roadway Geometrics
 - (i) The ENGINEER will develop preliminary roadway geometrics incorporating existing features, extents of paving, and WB-67 turning movements at the intersection of SW State Street and SW Ordinance Road.
- (c) Preliminary Typical Sections
 - (i) Typical sections for the PROJECT will be evaluated to determine the appropriate width and longitudinal jointing layout of the roadway. The typical section utilized for the recent reconstruction of the northbound lanes will be considered. Sidewalk width and location, utility locations, right-of-way width, and clear zone will remain the same as existing conditions. No more than two (2) typical section alternatives will be evaluated with the OWNER.
- (d) Preliminary Horizontal Alignment and Vertical Profiles
 - (i) Utilizing the preliminary geometric layout, the ENGINEER will develop the horizontal alignment and vertical profiles for SW State Street. The existing alignments and profiles will be used as a starting point to design alignments and profiles for the proposed reconstruction. The ENGINEER will evaluate the potential for vertical profile adjustments as necessary to tie into the surrounding existing grades.
 - (ii) The ENGINEER will develop (1) apartment complex driveway and one (1) temporary access driveway for the apartment complex. A profile will not be required for the temporary access driveway.
- (e) Roadway Modeling and Cross Sections
 - (i) The ENGINEER will integrate refined alignments and profiles, OWNER approved typical sections, and existing terrain to prepare a preliminary roadway model and cross sections for inclusion in the preliminary plans.
 - (ii) All cross sections will be at 25-foot intervals and entrance centerlines.
- (f) Preliminary Storm Sewer Design
 - (i) The ENGINEER will not perform storm sewer nor drainage design.
 - (ii) Existing intake locations will be utilized. Two (2) intakes will be field reviewed for existing conditions, and if in deteriorated condition, will be replaced; however, if the intakes structures are in good condition, they will only be adjusted to grade. One (1) additional intake is expected to be replaced from a single intake to a double intake due to spread condition requirements. The OWNER will assess the conditions of the existing intakes and inform the ENGINEER of necessary improvements to the intakes.
- (g) Preliminary Construction Staging and Traffic Control
 - (i) The ENGINEER will develop a preliminary construction staging plan and preliminary traffic control notes. The plan will include property access during construction for the commercial and apartment complex driveways between W First Street and SW 3rd Street.
 - (ii) The ENGINEER will develop detour routes and signing for each stage of construction. This will include detours for traffic utilizing SW 3rd Street and/or SW State Street.
- (h) Preliminary Acquisition Requirements Identified
 - (i) Not anticipated.

Exhibit 'C' – Detailed Scope of Work
SW State Street Reconstruction – Southbound Lanes

- (i) Preliminary Traffic Signal Design
 - (i) The ENGINEER will develop plans for the removal of the existing handhole in the south leg raised median at the intersection of SW State Street and SW Ordinance Road. It is expected that the existing fiber will be sleeved with no other fiber or conduit design needed.
 - (ii) Timing adjustments as needed during construction will be implemented by the OWNER.
 - (j) Preliminary Plans: The ENGINEER will design and prepare 60% plan drawings for the improvements as outlined in Exhibit 'C' (Scope of Services), Section 1 (Project Description), and Exhibit 'G' of the Agreement. The 60% plans will include the following:
 - (i) A-Sheets (Title Sheet)
 - (ii) B-Sheets (Typical roadway sections and special details)
 - (iii) C-Sheets (General notes and bid items – names only, no quantities)
 - (iv) D-Sheets (SW State Street plan and profile with intake replacement and/or adjustment information)
 - (v) G-Sheets (Survey control and alignments)
 - (vi) J-Sheets (Staging layout and traffic control)
 - (vii) K-Sheets (Pavement marking and permanent traffic sign layout)
 - (viii) N-Sheets (Removal of handhole and details)
 - (ix) W-Sheets (Preliminary cross sections for SW State Street at 25-ft intervals)
 - (k) Order of Magnitude Opinion of Probable Construction Costs
 - (i) The ENGINEER will prepare one (1) Preliminary Plan Opinion of Probable Construction Cost with a 10% construction contingency for the PROJECT.
 - (l) Furnish 60% Documents
 - (i) The ENGINEER will submit and distribute a preliminary plan set to the OWNER for review and comment.
 - (m) Quality Control
 - (i) The ENGINEER will provide quality control for technical accuracy and general constructability prior to the preliminary PROJECT submittal.
 - (ii) This task includes time for the ENGINEER to coordinate comment resolution with OWNER based on one (1) round of OWNER review comments received following submittal of the Preliminary Plans.
 - (n) Deliverables
 - (i) Preliminary Plans in accordance with SUDAS prepared on 11" x 17" sheets including:
 - (a) Electronic plan files in PDF format
 - (b) Three (3) printed plan sets
 - (ii) Preliminary Plan Opinion of Probable Construction Cost
- E) Phase 500 – Final Design
- 1) Task 501 – Final Design and Plans
 - (a) Based upon approved preliminary design, design development meeting, and project information meeting, the ENGINEER shall proceed to 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.
 - (b) Final Roadway and Intersection Design
 - (i) Refine the roadway design developed during the preliminary design phase. Complete the design for the typical cross sections, horizontal alignments, vertical profiles, roadway cross sections, and geometric and jointing construction layout for SW State Street southbound lanes.
 - (ii) Determine final pavement elevations and jointing details at SW 3rd Street and SW Ordinance Road intersections.

Exhibit 'C' – Detailed Scope of Work
SW State Street Reconstruction – Southbound Lanes

- (c) Final Erosion Control and Seeding
 - (i) Finalize locations and types of temporary and permanent erosion control measures to be used on the project and coordinate the design with the final drainage and paving designs. Indicate areas to be seeded.
- (d) Final Construction Staging and Traffic Control
 - (i) Refine the construction staging, maintenance of access plans, and traffic control plan developed during preliminary design. The final plans will include provisions for managing access to affected properties during construction. This task also includes designing the temporary traffic control devices, signing, and pavement markings in accordance with OWNER standards and FHWA Manual on Uniform Traffic Control Devices (MUTCD).
- (e) Final Pavement Markings and Signing
 - (i) Design the permanent pavement markings and permanent traffic signing.
- (f) Final Cross Sections
 - (i) Finalize roadway cross sections for SW State Street southbound lanes and determine final earthwork quantities from the cross sections and complete template adjustments. This task includes final roadway modeling and developing the final proposed surface. Determining earthwork quantities for staged construction is not included in this Scope of Services.
- (g) Final Bid Items and Quantities
 - (i) Determine final bid items using the standard bid items provided by SUDAS. Prepare and verify quantity calculations for bid items. Prepare estimate reference information and tabulations based on SUDAS specifications and OWNER Supplemental Specifications.
- (h) Final Plans: The ENGINEER will design and prepare Check (95%) Plan drawings for review and comment for the improvements as outlined in Exhibit 'C' (Scope of Services), Section 1 (Project Description), and Exhibit 'G' of the Agreement. The ENGINEER will address one (1) round of OWNER comments and prepare Final plans for bid letting. Both the Check (95%) plans and final plans will include the following:
 - (i) A-Sheets (Title Sheet)
 - (ii) B-Sheets (Typical roadway sections and special details)
 - (iii) C-Sheets (Estimated construction quantities, estimate reference information, pertinent quantity tabulations, and general notes)
 - (iv) D-Sheets (SW State Street plan and profile)
 - (v) F-Sheets (Removals)
 - (vi) G-Sheets (Survey control and alignments)
 - (vii) J-Sheets (Staging layout and traffic control)
 - (viii) K-Sheets (Pavement marking and permanent traffic sign layout)
 - (ix) L-Sheets (Intersection jointing and geometric details)
 - (x) N-Sheets (Removal of handhole and details)
 - (xi) R-Sheets (Erosion control and storm water pollution prevention plan)
 - (xii) U-Sheets (Special details)
 - (xiii) W-Sheets (Final cross sections for SW State Street at 25-ft intervals)
- (i) Project Manual
 - (i) ENGINEER shall prepare project manual documents that will include OWNER front end documents modified to support the PROJECT. The SUDAS Standard Specifications and City of Ankeny Supplemental Specifications shall be referenced for construction. Specifications may include Special Provisions to supplement SUDAS Standard Specifications.
- (j) Order of Magnitude Opinion of Probable Construction Costs
 - (i) The ENGINEER will prepare one (1) Check Plan Opinion of Probable Construction Cost with a 0% construction contingency for the PROJECT.

Exhibit 'C' – Detailed Scope of Work
SW State Street Reconstruction – Southbound Lanes

- (k) Furnish 95% Documents
 - (i) The ENGINEER will submit and distribute a Check Plan set to the OWNER for review and comment.
 - (l) Quality Control
 - (i) The ENGINEER will provide quality control for technical accuracy and general constructability prior to the check PROJECT submittal.
 - (ii) This task includes time for the ENGINEER to coordinate comment resolution with OWNER based on one (1) round of OWNER review comments received following submittal of the Check Plans.
 - (m) Project Permitting
 - (i) NPDES Storm Water Permit
 - (a) 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.
 - (b) 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.
 - (n) Final Plans
 - (i) Furnish Final Plans and Project Manual
 - (a) The ENGINEER shall assemble the documents for final submittal to the OWNER. Deliverables will be submitted electronically as well as five (5) hard copies with a submittal letter.
 - (ii) Order of Magnitude Opinion of Probable Construction Costs
 - (a) The ENGINEER will prepare one (1) Final Plan Opinion of Probable Construction Cost for the PROJECT. This estimate will be based on final quantities with 0% construction contingency for the PROJECT. The estimate shall be based on engineering judgement and does not represent a guarantee of actual construction costs. The ENGINEER has no control over the cost of labor, materials, equipment, market conditions, and the Contractor's method of determining prices.
 - (o) Temporary Access Exhibit
 - (i) The ENGINEER will provide one (1) exhibit showing the temporary access road from SW 3rd Street to the parking lot for the apartment complex at 210 SW State Street. The OWNER will utilize the exhibit for the Right of Entry Agreement.
 - (p) Deliverables
 - (i) Check Plans in accordance with SUDAS prepared on 11" x 17" sheets including:
 - (a) Electronic plan files in PDF format
 - (b) Three (3) printed plan sets
 - (ii) Final Plans in accordance with SUDAS prepared on 11" x 17" sheets including:
 - (a) Electronic plan files in PDF format
 - (b) Five (5) printed plan sets
 - (iii) Check and Final Plan Opinion of Probable Construction Cost
 - (iv) Check and Final Project Manual
 - (v) Exhibit (8.5" x 11") for one (1) parcel for the Right of Entry Agreement
- F) Phase 600 – Construction Administration
- 1) Task 601 – Construction Administration (General)
 - (a) Not Included. To be completed via future Amendment to this Agreement.

Exhibit 'C' – Detailed Scope of Work
SW State Street Reconstruction – Southbound Lanes

- 2) Task 602 – Advertising, Bidding, Contract Award
 - (a) The ENGINEER shall assist OWNER in one (1) round of advertising for and obtaining bids from prospective Contractors. The ENGINEER will prepare the advertisement.
 - (b) OWNER will post and publish the Notice to Bidders and Notice of Public Hearing in accordance with Iowa Code.
 - (c) The ENGINEER will maintain the Planholder's List via QuestCDN.
 - (d) The ENGINEER shall provide Drawings, Specifications, and Bid Documents.
 - (i) The ENGINEER will upload drawings, specifications, and bid documents to Quest CDN and distribute documents to prospective Contractors. Hard copies will be available for Contractors for pick-up.
 - (e) The ENGINEER shall prepare and issue addenda as needed.
 - (i) The ENGINEER shall prepare all required addenda to revise plans, specifications, and other Contract Documents to (1) provide clarifications, (2) correct discrepancies, and/or (3) add necessary details or contract alterations.
 - (f) Bidder Questions
 - (i) The ENGINEER shall respond to bidder questions and publish written answers to all planholders at the discretion of the OWNER.
 - (g) The ENGINEER shall attend one (1) bid opening at OWNER's location.
 - (h) Prepare bid tabulation
 - (i) The ENGINEER shall develop tabulation of all bids received within the same day as the bid opening.
 - (i) Review Bidder's Qualifications
 - (i) The ENGINEER shall check for correctness and qualifications of the apparent low bidder.
 - (j) The ENGINEER shall prepare Contract and Performance, Payment, and Maintenance Bond and distribute executed construction documents and provide letter of recommendation to the OWNER in making award of Contract.
 - (k) The ENGINEER will be compensated for any re-bidding as requested by the OWNER based on established hourly rates and fixed expenses outlined in the ENGINEER's Standard Fee Schedule.
 - (l) Deliverables
 - (i) Notice of Project to Contractors
 - (ii) Bid Tabulation
 - (iii) Electronic CAD files in AutoCAD format georeferenced in State-Plane Coordinates (NAD 83 / Iowa South) and Sea Level Elevation (NAVD88).
 - (iv) Tabular text file of existing infrastructure collected during topographic survey.

G) Phase 650 – Onsite Project Representative

- 1) Not Included. To be completed via future Amendment to this Agreement.

H) Phase 700 – Survey Services

1) Task 701 – Survey Services (General)

The ENGINEER shall perform field and office tasks required to collect topographic information deemed necessary to complete the PROJECT. The OWNER shall provide available mapping of the PROJECT area. The specific supplemental tasks to be performed include the following:

- (a) Project Control
 - (i) Horizontal Control – Iowa State Plane (NAD 83 / Iowa South)
 - (ii) Vertical Control – NAVD 88
 - (iii) U.S. Survey Feet
 - (iv) Establish benchmarks on-site with descriptions and elevations to the nearest 0.01 foot so horizontal and vertical control can be established throughout the design and construction of

Exhibit 'C' – Detailed Scope of Work
SW State Street Reconstruction – Southbound Lanes

the proposed PROJECT.

- (b) Topographic Survey
 - (i) The ENGINEER will utilize the OWNER provided topographic survey completed for the “SW State Street Reconstruction – Northbound Lanes” project. However, supplemental topographic survey will be needed as follows:
 - (a) South leg, including existing joints, of SW State Street and SW Ordnance Road intersection to account for new raised median.
 - (b) North leg, including existing joints, of SW State Street and SW Ordnance Road intersection to account for new raised median and tie-in elevations/locations from the SW State Street Reconstruction – Northbound Lanes project.
 - (c) Edge of parking lot and SW 3rd Street for temporary driveway accesses location.
 - (d) Tie-in elevation and locations as well as existing jointing locations from previous W First Street and NW/SW State Street Intersection Improvements project from SW 3rd Street to south of W First Street.
 - (c) Utility Survey
 - (i) The ENGINEER will contact Iowa One Call and coordinate public and franchise utility locations with utility owners. Locates will be field survey utilizing the Design Locate Request (DLR) system. The ENGINEER will inform the OWNER if any known utility is not being located. Any private utility locates that are not included in the Iowa One Call services will be shown as map location, if known.
 - (d) Boundary Survey
 - (i) Not anticipated. Polk County parcel lines as received by files from the OWNER will be utilized to show property lines.
 - (e) Project Base Map
 - (i) The ENGINEER will incorporate the existing “SW State Street Reconstruction – Northbound Lanes” project survey and supplement it with the ENGINEER’s topographic survey and utility survey.
 - (ii) Contours shall be shown in 1-foot intervals.
- 2) Task 712 – Acquisition Plats and Legal Descriptions
- (a) Acquisition and Permanent Easement Plats
 - (i) Not anticipated.
 - (b) Temporary Easement Exhibits
 - (i) Not anticipated.
 - (ii) The OWNER will perform informal Right of Entry Agreements as necessary.
 - (c) If the OWNER determines additional acquisition plats or legal descriptions are necessary, the ENGINEER shall prepare these via future Amendment to this Agreement.
 - (d) Deliverables
 - (i) None anticipated.
- l) Phase 800 – Project Closeout
- 1) Not Included. To be completed via future Amendment to this Agreement.

Exhibit 'C' – Detailed Scope of Work
SW State Street Reconstruction – Southbound Lanes

J) Phase 850 - Project Management and Coordination

1) Task 851 – Project Management and Coordination (assume 6 months).

(a) Project Management

- (i) The project manager of the ENGINEER will be responsible for coordination with the OWNER.
- (ii) The ENGINEER will provide up to six (6) monthly progress reporting and project invoices to the OWNER.
- (iii) The ENGINEER will conduct internal design review meetings.
- (iv) The ENGINEER will develop and maintain PROJECT schedule.

(b) Design Development Meetings

- (i) The ENGINEER will maintain communications with the OWNER to review progress and discuss specific elements of the PROJECT design and receive direction from the OWNER.
- (ii) The ENGINEER will attend one (1) initial walkthrough scoping meeting with the OWNER to review the project and mark out project limits.
- (iii) The ENGINEER will develop agenda, attend, and provide meeting minutes for one (1) preliminary design meeting to review preliminary plan design comments received by the OWNER and one (1) final design meeting to review check plan design comments received by the OWNER, and it is understood by the parties that the ENGINEER will attend additional meetings as needed to complete the PROJECT. For budget purposes, this will include up to two (2) staff members of the ENGINEER.

(c) Utility Coordination

- (i) The ENGINEER will identify utilities within the PROJECT footprint which require notifications. Conflicts, adjustments, and relocations are not anticipated.
- (ii) ENGINEER will provide copies of Preliminary Plans to utility companies and facilitate one (1) joint utility coordination meeting during the preliminary design with OWNER and representatives from each utility company. The purpose of the meeting will be to advise utility companies of the nature and extent of the proposed improvements and confirm no conflicts with existing nor proposed utility systems are anticipated. The ENGINEER will prepare an agenda, document discussions and decisions, and provide meeting minutes. For budgetary purposes, two (2) representatives of the ENGINEER will participate in the joint utility coordination meeting.
- (iii) Since utility relocations are not anticipated, no review of relocation plans are anticipated.
- (iv) The OWNER will be responsible for establishing the time and location for the meeting and the ENGINEER will be responsible for notifying the utility companies.

(d) Individual Property Owner Meetings

- (i) Not Included.

(e) Project Information Meeting

- (i) The ENGINEER will conduct one (1) project information meeting that will be attended by two (2) staff members of the ENGINEER following submittal of preliminary plans. The purpose of the meeting will be to provide a brief overview of the proposed improvements, provide discussion of the reconstruction plan, and gather information on concerns, priorities, and specific issues of the adjacent property owners and other affected parties.
- (ii) The ENGINEER will prepare display materials and comments and sign-in sheets.
- (iii) The ENGINEER will compile written and oral comments and submit to the OWNER.
- (iv) Reserving of the meeting facility, preparing the notice, and the mailing of the public notification will be completed by the OWNER.
- (v) Refinement of any display materials following the meeting is not included in this Scope of Services. Individual property owner coordination is not included in this Scope of Services.

Exhibit 'C' – Detailed Scope of Work
SW State Street Reconstruction – Southbound Lanes

- (f) Deliverables
 - (i) Preliminary Design and Final Design Meeting Agendas and Minutes
 - (ii) Joint Utility Coordination Meeting Agenda and Minutes
 - (iii) Project Information Meeting
 - a) Electronic scroll plot files in PDF format
 - b) Two (2) printed scroll plots for display
 - c) Comments and sign-in sheet
 - d) Compilation of written and oral comments
 - e) Public notice of meeting

K) Phase 950 – Subconsultants and Fees

- 1) Task 970 – Reimbursable Permit and Publication Fees
 - (a) Iowa DNR NPDES Stormwater Discharge Permit fee and publication in the Des Moines Register.
 - (b) Notice of Hearing publication and associated fees for publication in the Des Moines Register are to be completed by OWNER.
 - (c) QuestCDN download fees are included.

III) FEES:

The fees for Engineering Services shall be described below:

A) Basic Services:

1) Phase 100 – Preliminary Planning and Reports	\$	0.00
2) Phase 200 – Existing Conditions	\$	0.00
3) Phase 300 – Funding	\$	0.00
4) Phase 400 – Preliminary Design	\$	34,800.00
5) Phase 500 – Final Design	\$	43,100.00
6) Phase 600 – Construction Administration	\$	3,900.00
7) Phase 650 – Onsite Project Representative	\$	0.00
8) Phase 700 – Survey Services	\$	3,600.00
9) Phase 800 – Project Closeout	\$	0.00
10) Phase 850 – Project Management and Coordination	\$	16,700.00
11) Phase 950 – Subconsultant and Reimbursable Fees	\$	500.00
Not to Exceed Fee:		\$ 102,600.00

IV) TIMELINE:

The following is the estimated time frame for this PROJECT. All calendar days are estimated, subject to acceptance day with the OWNER. If notice to proceed is given at a later date, time of completion may need to be extended accordingly. Generally, the schedule for the PROJECT is described as follows:

A) General Schedule

1. Notice to Proceed	July 19, 2022
2. Preliminary Plan Submittal	Sept. 19, 2022
3. Receive Preliminary Plan Comments & Meeting	Oct. 3, 2022
4. Project Information Meeting	Oct. 11, 2022
5. Check Plan Submittal	Nov. 21, 2022
6. Receive Check Plan Comments & Meeting	Dec. 5, 2022
7. Final Plan Submittal	Dec. 16, 2022
8. City Council Approves Plans/Specs & Sets Public Hearing	Dec. 19, 2022
9. Project Letting (Local)	Jan. 10, 2023
10. Public Hearing to Accept Bids and Award Contract	Jan. 17, 2023

11. Construction

Summer 2023

B) Schedule Delays

The ENGINEER shall not be responsible for delays in the schedule that are beyond the ENGINEER's control.

V) ADDITIONAL SERVICES NOT INCLUDED IN THIS AGREEMENT

The following services are excluded from the basic services but may be performed by the ENGINEER upon written Amendment to this Agreement.

- A) Joint utility trench design.
- B) Construction staking, RPR, and construction administration services.
- C) Environmental and/or Cultural Review and Assessment.
- D) Drainage Design, Report, or Drainage Memorandum.
- E) Irrigation (lawn sprinkler) restoration plans or specifications.
- F) Media correspondences and public outreach planning documents.
- G) Boundary retracement of existing lots to set missing monuments.
- H) Land purchase costs, closing costs associated with land acquisition, and costs associated with condemnation process.
- I) Appraisal fees and condemnation services.
- J) Testing of any suspect environmental material, including but not limited to asbestos, radon, lead based paint, air quality, or industrial waste.
- K) Grant Administration.
- L) Preparation of bidding or contract documents for alternate bid prices.
- M) Record drawings.
- N) Construction material testing services.
- O) Other permits not indicated within this scope.
- P) Any permit and publication fees associated with permit applications except as noted.
- Q) Project management and coordination tasks beyond that scheduled project completion period.
- R) Special meetings and meetings not outlined in the Scope of Services.
- S) Traffic data collection and traffic signal design.
- T) Sanitary sewer or water main layout and design.
- U) Sidewalk, trail, and pedestrian ramp design.
- V) Street lighting design.
- W) Other services not specifically outlined in this Agreement.

Exhibit 'E': OWNER's Responsibilities

OWNER shall do the following in a timely manner so as not to delay the services of the **ENGINEER**:

1. Designate in writing a person to act, as **OWNER'S** representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, and interpret and define **OWNER'S** policies and decisions with respect to **ENGINEER'S** services for the Project.
2. Provide 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 expendability, 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.
3. Assist **ENGINEER** by placing at **ENGINEER'S** disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
4. Arrange for access to make all provisions for **ENGINEER** to enter upon public and private property as required for **ENGINEER** to perform services under this Agreement.
5. Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by **ENGINEER**, obtain advice of an attorney, insurance counselor, and other consultants as **OWNER** deems appropriate for such examination, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **ENGINEER**.
6. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
7. Attend the prebid conference, bid opening, preconstruction conferences, construction progress, and other job related meetings and substantial completion inspection and final payment inspection.
8. Give prompt written notice to **ENGINEER** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **ENGINEER'S** services, or any defect or non-conformance in the work of any Contractor.
9. Arrange for financing and pay for services as agreed to in this Agreement.
10. Provide **ENGINEER** survey data from recent reconstruction project (SW State Street Reconstruction - Northbound Lanes).
11. Provide **ENGINEER** all known as-built drawings of SW State Street.
12. Provide **ENGINEER** information regarding to pavement, subbase, and subgrade materials and thickness.
13. Organize Project Information Meeting location.
14. Mail Project Information Meeting notification letters to affected property owners.
15. Provide templates for all front-end construction Contract Documents in the Project Manual.
16. Schedule and host the Project bid opening.

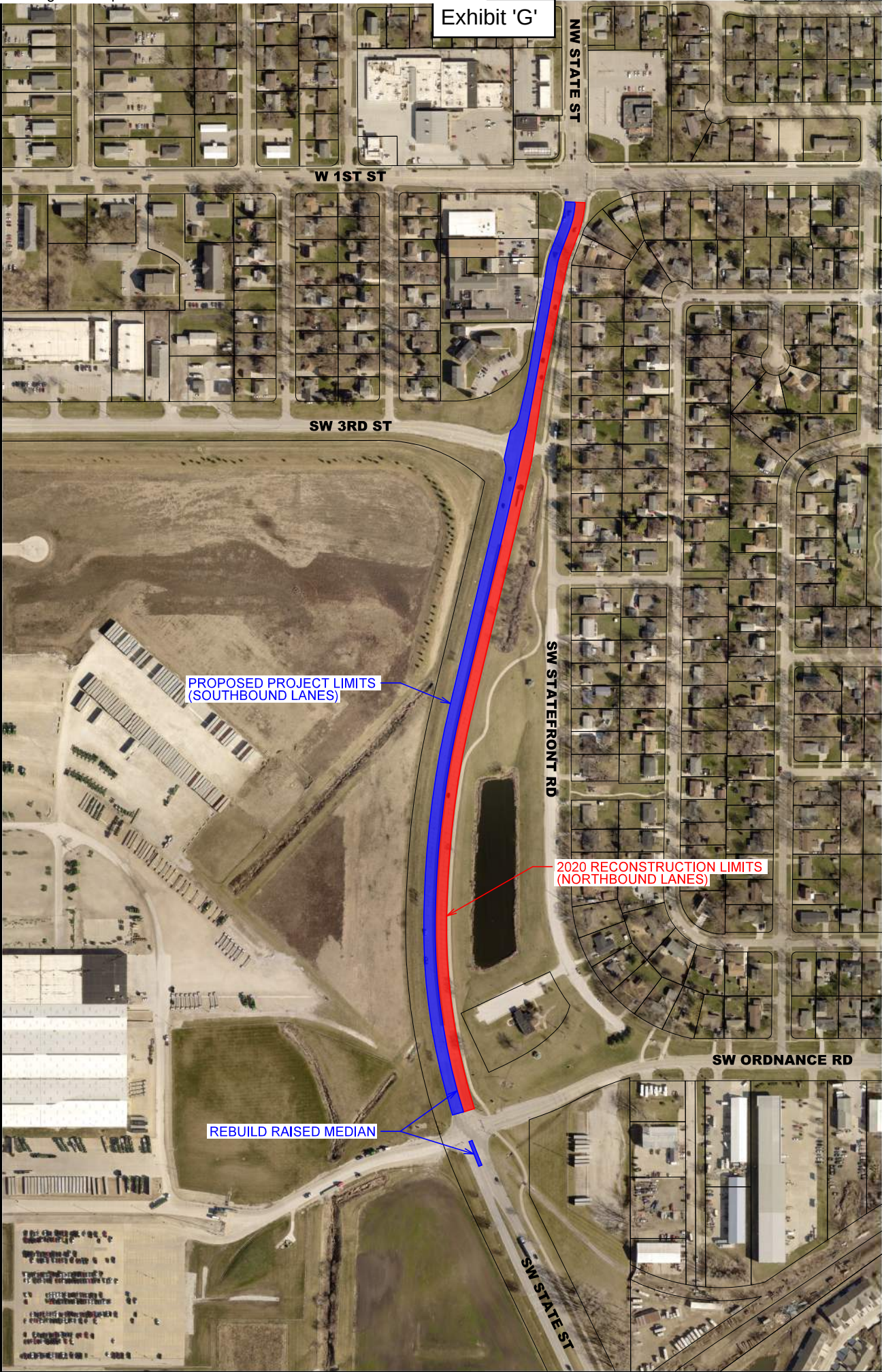
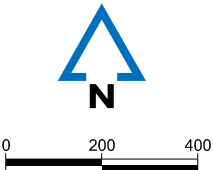


Exhibit 'G'



SW STATE STREET RECONSTRUCTION
SOUTHBOUND LANES
ANKENY, IOWA

PROJECT EXHIBIT
SYSTEMTIME SYSTEMDATE USERNAME DGN5PEC



EXHIBIT 'I'

City of Ankeny Insurance Requirements for Professional Services

1. McClure Engineering Company 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 'I'**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.

EXHIBIT 'I'**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 'I'

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 6, 2023

5 : 30 PM

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #32 in the amount of \$6,265.00 to Civil Design Advantage for engineering services on the NW 18th Street Extension - NW Weigel Drive to NW Spruce Drive 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 #32

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: NW 18th Street Extension - NW Weigel Drive to NW Spruce Drive

Contractor: Civil Design Advantage

Address: 3405 SE Crossroads Drive, Suite G, Grimes, IA 50111

Finance Budget Code: 959.3959.4210 **Finance Project Code:** 959.4210

Vendor Project or Invoice #: **PO #**

Original Contract Date: January 20, 2020 **Vendor #** 2407

Date of Council Meeting 3/6/2023 **PAYMENT REQUEST #** 32

PAYMENT PERIOD: From: 01/02/23 through: 01/29/23

Contract Summary

Original Contract Amount: \$ 319,825.00

Net change by Change Orders: \$ 382,040.00

Contract Amount to Date: (line 1 ± 2) \$ 701,865.00

Total completed and stored to date: \$ 668,613.31

Retainage: % of Completed Work: \$ -

Total Earned less Retainage: \$ 668,613.31

Less previous applications for payment: \$ 662,348.31

SUBTOTAL \$ 6,265.00

OTHER CHARGES (Please attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 6,265.00

Balance to finish, including retainage: \$ 33,251.69

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:

Firm Name

Signature Date

Engineer/Consultant Approval: Civil Design Advantage

Firm Name

Signature Date

City of Ankeny Staff Approval

Signature Date

Submit to:

Email: **Phone:** **Fax:**

Date Printed: 2/16/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	4/6/2020	\$ 3,006.82
2	4/20/2020	\$ 10,124.88
3	6/15/2020	\$ 64,848.50
4	7/20/2020	\$ 23,002.40
5	8/17/2020	\$ 49,467.25
6	9/21/2020	\$ 21,149.25
7	10/19/2020	\$ 44,163.30
8	11/16/2020	\$ 23,739.55
9	12/21/2020	\$ 18,016.50
10	1/18/2021	\$ 16,663.68
11	2/15/2021	\$ 31,705.63
12	3/15/2021	\$ 12,534.60
13	4/19/2021	\$ 19,870.89
14	5/17/2021	\$ 18,899.17
15	6/21/2021	\$ 16,209.06
16	7/19/2021	\$ 24,988.55
17	8/16/2021	\$ 30,259.52
18	9/20/2021	\$ 23,842.81
19	10/18/2021	\$ 21,762.06
20	11/15/2021	\$ 20,029.36
21	12/20/2021	\$ 21,584.30
22	1/17/2022	\$ 27,090.03
23	2/21/2022	\$ 4,869.98
24	4/18/2022	\$ 6,985.97
25	5/16/2022	\$ 13,408.89
26	6/20/2022	\$ 19,169.55
27	8/1/2022	\$ 20,030.31
28	9/6/2022	\$ 21,351.50
29	10/3/2022	\$ 15,179.25
30	11/21/2022	\$ 17,293.25
31	2/6/2023	\$ 1,101.50
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TOTAL \$ 662,348.31

#	Date	Amount
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Record of Change Orders

#	Date	Amount
1	4/5/2021	\$ 382,040.00
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20		
TOTAL		\$ <u>382,040.00</u>

Contract Time Remaining:

CONTRACT PERIOD:	CALENDAR DAYS
Original Contract Date:	
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	0
Time Used to Date:	
Contract Time Remaining:	0

Invoice

Civil Design Advantage LLC
4121 NW Urbandale Drive
Urbandale, Iowa 50322
(515) 369-4400

City of Ankeny
Jim Haberichter
220 W 1st St
Ankeny, IA 50023

February 06, 2023
Project No: 2002.053
Invoice No: 40068

Project 2002.053 C. Ankeny - NW 18th Street Extension
Professional Services from January 02, 2023 through January 29, 2023

Task	201	Concept Preparation			Total this Task	0.00
Task	230	Cost Opinion			Total this Task	0.00
Task	301	Construction Drawings - Preliminary			Total this Task	0.00
Task	303	Construction Drawings - Final			Total this Task	0.00
Task	304	Construction Drawings - Check			Total this Task	0.00
Task	306	Easement/Acquisition Plats			Total this Task	0.00
Task	308	Public Street Photometric Plan			Total this Task	0.00
Task	309	Front End Contract Documents			Total this Task	0.00
Task	310	Assessment Plat & Schedule				
Professional Personnel						
			Hours	Rate	Amount	
	Engineer 1		5.50	94.00	517.00	
	Engineer 7		12.50	161.00	2,012.50	
	Engineer 8		16.00	172.00	2,752.00	
	Technician 3		2.50	81.00	202.50	
	Total Labor					5,484.00
					Total this Task	\$5,484.00
Task	311	Bidding Services			Total this Task	0.00
Task	312	Bid Letting Services				

Project	2002.053	C. Ankeny - NW 18th Street Extension			Invoice	40068
					Total this Task	0.00
Task	501	Project Information Meeting				
					Total this Task	0.00
Task	503	Preconstruction Meeting				
					Total this Task	0.00
Task	601	Construction Staking				
					Total this Task	0.00
Task	602	Construction Observation				
Professional Personnel						
				Hours	Rate	Amount
Technician 4				1.00	93.00	93.00
Total Labor				93.00		
					Total this Task	\$93.00
Task	603	Construction Administration				
Professional Personnel						
				Hours	Rate	Amount
Engineer 8				4.00	172.00	688.00
Total Labor				688.00		
					Total this Task	\$688.00
Task	604	Shop Drawings				
					Total this Task	0.00
Task	605	Record Drawings				
					Total this Task	0.00
Task	606	Construction Observ. after Working Days				
					Total this Task	0.00
Task	607	Construction Admin after Working Days				
					Total this Task	0.00
Task	701	Geotechnical Investigation				
					Total this Task	0.00
Task	702	Phase 1 Environmental Assessment				
					Total this Task	0.00
Task	703	Wetland Services				
					Total this Task	0.00
Task	704	Right-of-Way Services				
					Total this Task	0.00
Task	705	Geotechnical Observation (ABE)				
					Total this Task	0.00

Project	2002.053	C. Ankeny - NW 18th Street Extension	Invoice	40068
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Task	998	Permits & Fees		
			Total this Task	0.00

Task	999	Reimbursable Expenses		
			Total this Task	0.00

Billing Limits		Current	Prior	To-Date
Total Billings		6,265.00	662,348.31	668,613.31
Limit				701,865.00
Remaining				33,251.69
			Total this Invoice	<u>\$6,265.00</u>

Outstanding Invoices			
	Number	Date	Balance
	39707	1/6/2023	1,101.50
	Total		1,101.50

Project Manager	Joshua Trygstad
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CIVIL DESIGN ADVANTAGE L.L.C.

ENGINEERS, LANDSCAPE ARCHITECTS,
PLANNERS & SURVEYORS

February 16, 2023

Attn: Jim Haberichter, P.E.
City of Ankeny
220 West First Street
Ankeny, Iowa 50023

RE: Billing Information Report #32
NW 18th Street Extension – NW Weigel Drive to NW Spruce Drive
Ankeny, Iowa
CDA 2002.053

Dear Jim:

Enclosed, please find a copy of Billing Information Report #32 for the NW 18th Street Extension – NW Weigel Drive to NW Spruce Drive.

During this time, Civil Design Advantage provided construction administration and continued completing the Final Assessment Plat for the NW 18th Street Extension – NW Weigel Drive to NW Spruce Drive project.

Please contact me with any comments or questions.

Sincerely,

CIVIL DESIGN ADVANTAGE, LLC

Josh Trygstad, P.E.
Project Manager

Enclosures



ANKENY CITY COUNCIL

City Council Agenda

March 6, 2023

5 : 30 PM

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns

 [Print](#)

ORIGINATING DEPARTMENT:

Municipal Utilities

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #10 in the amount of \$7,310.00 to Foth Infrastructure and Environment, LLC for engineering services on the North Four Mile Creek Trunk Sewer 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



Project Title: North Four Mile Creek Trunk Sewer
Contractor: Foth Infrastructure & Environment
Address: 8191 Birchwood Court, Suite L, Johnston, IA 50131
Finance Budget Code: 660.3660.4210 **Finance Project #** 660.4210
Vendor Project or Invoice #: 10 **PO #**
Original Contract Date: March 7, 2022 **Vendor #** 2078

Date of Council Meeting: March 6, 2023 **PAYMENT REQUEST #** 10
PAYMENT PERIOD: From: January 1, 2023 Through: January 31, 2023

Contract Summary

Original Contract Amount:	\$	127,100.00	
Net change by Change Orders:	\$	11,500.00	
Contract Amount to Date: (line 1 ± 2)	\$		138,600.00
Total completed and stored to date:	\$	120,044.12	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$		120,044.12
Less previous applications for payment:	\$		112,734.12
SUBTOTAL	\$		7,310.00

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 7,310.00

Balance to finish, including retainage: \$ 18,555.88

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:

Foth Infrastructure & Environment

Digitally signed by Andy S. Floy
Date: 2023.02.20
13:54:37-06'00'

Firm Name

Signature Date

City of Ankeny Staff Approval:

Signature Date

Submit to: Donald Clark, P.E. - Director of Municipal Utilities

E-mail: dclark@Ankenylowa.gov Phone: (515) 963-3529 Fax: (515) 963-3535

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	May 2, 2022	\$ 11,492.32
2	June 6, 2022	\$ 10,883.60
3	June 20, 2022	\$ 19,350.00
4	September 6, 2022	\$ 19,132.80
5	October 17, 2022	\$ 13,143.00
6	November 7, 2022	\$ 14,746.20
7	November 21, 2022	\$ 4,324.00
8	January 3, 2023	\$ 1,097.00
9	February 6, 2023	\$ 18,565.20
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Previous Applications for Payment

No.	Date	Amount
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TOTAL \$ 112,734.12

Record of Change Orders

No.	Date	Amount
1	October 17, 2022	\$ 11,500.00
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TOTAL \$ 11,500.00

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	-
Time Used to Date:	
Contract Time Remaining:	-

Invoice

REMIT TO: Foth Infrastructure & Environment, LLC
P.O. Box 8418
Carol Stream, IL 60197-8418

NOTE: Communications concerning disputed debts, including an instrument
tendered as full satisfaction of a disputed debt, are to be sent to Foth
Infrastructure & Environment, LLC treasurer, 2121 Innovation
Court, Suite 100, P.O. Box 5095, De Pere, WI 54115-5095

February 21, 2023

Project No: 0022A004.00

Invoice No: 82297

City of Ankeny
410 W First St.
Ankeny, IA 50023

Invoice Total USD 7,310.00

Project 0022A004.00 North Four Mile Creek Trunk Sewer

Professional Services through January 31, 2023

Professional Personnel

	Hours	Rate	Amount
Project Manager II	13.00	186.00	2,418.00
Project Engineer III	1.50	169.00	253.50
Project Engineer II	27.00	158.00	4,266.00
Lead Technician	2.50	149.00	372.50
Totals	44.00		7,310.00
Total Labor			7,310.00

Billing Limits

	Current	Prior	To-Date
Total Billings	7,310.00	112,734.12	120,044.12
Limit			138,600.00
Remaining			18,555.88

Total This Invoice USD 7,310.00



ANKENY CITY COUNCIL

City Council Agenda

March 6, 2023

5 : 30 PM

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #32 in the amount of \$16,063.73 to Foth Infrastructure and Environment, LLC for engineering services on the West First Street Widening and 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 #32

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: West First Street Widening and Improvements - Phase 1
Contractor: Foth Infrastructure and Environment, LLC
Address: PO Box 8418 Carol Stream, IL 60197-8418
Finance Budget Code: 970.3970.4210 **Finance Project #** 970.4210
Vendor Project or Invoice #: 66017 **PO #**
Original Contract Date: December 17, 2018 **Vendor #** 2078

Date of Council Meeting: March 6, 2023 **PAYMENT REQUEST #** 32
PAYMENT PERIOD: From: January 1, 2023 Through: January 31, 2023

Contract Summary

Original Contract Amount:	\$	237,720.00	
Net change by Change Orders:	\$	2,068,135.00	
Contract Amount to Date: (line 1 ± 2)	\$	2,305,855.00	
Total completed and stored to date:	\$	2,277,914.58	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	2,277,914.58	
Less previous applications for payment:	\$	2,261,850.85	
SUBTOTAL	\$		16,063.73

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 16,063.73

Balance to finish, including retainage: \$ 27,940.42

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:

Firm Name

Foth Infrastructure and Environment, LLC

Bradley D. Hopkey

Digitally signed by Bradley D. Hopkey
DN: cn=Bradley D. Hopkey, o=Foth Infrastructure & Environment, LLC, ou=Infrastructure Division, cn=Bradley D. Hopkey
Email: 2023.02.13 16:23:50 -0500

February 13, 2023

Signature

Date

City of Ankeny Staff Approval:

Signature

Date

Submit to:

Adam L. Lust, P.E. - Public Works Engineering Manager

E-mail:

ALust@Ankenylowa.gov

Phone:

(515) 963-3537

Fax:

(515) 963-3535

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	February 4, 2019	\$ 78,539.03
2	March 4, 2019	\$ 84,665.44
3	April 1, 2019	\$ 53,048.08
4	May 6, 2019	\$ 21,467.14
5	June 3, 2019	\$ 90,346.10
6	August 5, 2019	\$ 137,221.66
7	September 3, 2019	\$ 31,744.34
8	October 7, 2019	\$ 47,472.86
9	November 4, 2019	\$ 43,295.26
10	December 2, 2019	\$ 62,134.48
11	February 3, 2020	\$ 118,678.59
12	March 2, 2020	\$ 49,060.78
13	April 6, 2020	\$ 29,305.10
14	May 4, 2020	\$ 63,725.08
15	July 6, 2020	\$ 139,165.99
16	October 5, 2020	\$ 276,493.45
17	March 1, 2021	\$ 42,625.00
18	June 7, 2021	\$ 108,656.27
19	September 20, 2021	\$ 146,610.79
20	November 15, 2021	\$ 123,961.96
21	December 6, 2021	\$ 53,266.08
22	March 21, 2022	\$ 45,333.98
23	May 2, 2022	\$ 39,001.21
24	June 6, 2022	\$ 35,283.97
25	August 1, 2022	\$ 82,812.47
26	September 6, 2022	\$ 39,430.14
27	October 3, 2022	\$ 57,332.58
28	November 7, 2022	\$ 49,614.78
29	December 5, 2022	\$ 51,439.19
30	December 19, 2022	\$ 36,558.37
31	January 17, 2023	\$ 23,560.68
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Previous Applications for Payment

No.	Date	Amount
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TOTAL \$ 2,261,850.85

Record of Change Orders

No.	Date	Amount
1	May 6, 2019	\$ 709,260.00
2	June 15, 2020	\$ 379,390.00
3	February 1, 2021	\$ 526,885.00
4	March 7, 2022	\$ 452,600.00
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TOTAL \$2,068,135.00

Contract Period:	Working Days
Original Contract Date:	
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	-
Time Used to Date:	
Contract Time Remaining:	-



Summary of Services Report - Project Code: 970.4210

Project Title: West First Street Widening and Improvements – Phase 1

Period: January 1, 2023 – January 31, 2023

Work Completed:

Progress on the project within the report period involved the following work tasks:

- Project coordination
- Construction admin/observation for remaining punch list items
- Pay Request #18
- Project closeout & prep for DOT audit

Work Scheduled:

The following work tasks to be completed during the next period:

- Construction admin/observation for remaining punch list items
- Pay request #19
- Project closeout & prep for DOT audit

Submittal Schedule:

The following dates are according to the original project contract:

Professional Services Agreement Approved	December 17, 2018
Design Survey and Mapping	December, 2018, Complete January 2019
Functional Design	February, 2019, Complete March 2019
Amendment 1	May 6, 2019
Bidding of NW Northlawn Sewer	December 10, 2019
Bidding of Joint Utility Trench	February 11, 2020
Project Information Meeting	March 10, 2020
Bidding of Temporary Traffic Signals	June 25, 2020
Bidding of Roadway Project	December 15, 2020
Amendment 2	June 15, 2020
Amendment 3	February 1, 2021
Opening of W First St for Winter	October 14, 2021
Amendment 4	March 7, 2022

General Comments:

Invoice

REMIT TO: Foth Infrastructure & Environment, LLC
P.O. Box 8418
Carol Stream, IL 60197-8418

NOTE: Communications concerning disputed debts, including an instrument
tendered as full satisfaction of a disputed debt, are to be sent to Foth
Infrastructure & Environment, LLC treasurer, 2121 Innovation
Court, Suite 100, P.O. Box 5095, De Pere, WI 54115-5095

February 13, 2023

Project No: 0018A039.01

Invoice No: 82161

City of Ankeny
Attn: Adam Lust
220 W. First St.
Ankeny, IA 50023

Invoice Total	USD 16,063.73
----------------------	----------------------

Project 0018A039.01 West First Street Widening

Professional Services through January 31, 2023**Professional Personnel**

	Hours	Rate	Amount
Lead Project Engineer	16.00	190.00	3,040.00
Project Engineer I	.50	143.00	71.50
Technician III	109.70	111.00	12,176.70
Construction Manager	1.50	168.00	252.00
Project Administrator II	1.00	98.00	98.00
Totals	128.70		15,638.20
Total Labor			15,638.20

Subconsultants	149.38
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Expenses	276.15
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Billing Limits	Current	Prior	To-Date
Total Billings	16,063.73	2,261,850.85	2,277,914.58
Limit			2,305,855.00
Remaining			27,940.42
Total This Invoice			USD 16,063.73



ANKENY CITY COUNCIL

City Council Agenda

March 6, 2023

5 : 30 PM

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns

 [Print](#)

ORIGINATING DEPARTMENT:

Municipal Utilities

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #22 in the amount of \$25,763.36 to FOX Strand, for engineering services on the Ankeny ASR 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



Project Title: Ankeny ASR
Contractor: FOX Strand
Address: 414 South 17th St, Ste 107, Ames, IA 50010
Finance Budget Code: 632.3632.4210 **Finance Project #** 632.4210
Vendor Project or Invoice #: 193857 **PO #**
Original Contract Date: February 15, 2021 **Vendor #** 11377

Date of Council Meeting: MARCH 6, 2023 **PAYMENT REQUEST #** 22
PAYMENT PERIOD: From: January 1, 2023 Through: January 31, 2023

Contract Summary

Original Contract Amount:	\$	349,900.00	
Net change by Change Orders:	\$	444,600.00	
Contract Amount to Date: (line 1 ± 2)	\$	794,500.00	
Total completed and stored to date:	\$	727,302.01	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	727,302.01	
Less previous applications for payment:	\$	701,538.65	
SUBTOTAL	\$		25,763.36
OTHER CHARGES (Attach an itemized list)	\$		-
CURRENT PAYMENT DUE	\$		25,763.36
Balance to finish, including retainage:	\$	67,197.99	

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:

FOX Strand

Firm Name

Steven J. Troyer, P.E.

February 15, 2023

Signature

Date

City of Ankeny Staff Approval:

Signature

Date

Submit to: Don Clark, Director of Municipal Utilities

E-mail: dclark@ankenyiowa.gov Phone: 515-963-3529 Fax: (515) 963-3535

Date Printed: 2/15/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	3/30/21	\$ 12,000.00
2	5/30/20	\$ 39,140.00
3	6/30/21	\$ 14,380.00
4	7/31/21	\$ 29,721.05
5	8/30/21	\$ 47,830.00
6	9/30/21	\$ 28,000.00
7	10/30/21	\$ 45,745.90
8	11/30/21	\$ 90,901.20
9	12/31/21	\$ 52,850.19
10	1/31/22	\$ 20,190.20
11	2/28/22	\$ 27,490.50
12	3/31/22	\$ 25,838.20
13	4/30/22	\$ 18,385.15
14	5/30/22	\$ 38,250.50
15	6/30/22	\$ 41,877.85
16	7/31/22	\$ 35,640.96
17	8/31/22	\$ 37,939.97
18	9/30/22	\$ 34,660.59
19	10/31/22	\$ 26,208.18
20	11/30/22	\$ 14,947.87
21	12/31/22	\$ 19,540.34
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Previous Applications for Payment

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TOTAL \$ 701,538.65

Record of Change Orders

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TOTAL \$ -

Please update Payment Application Sheet

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	-
Time Used to Date:	
Contract Time Remaining:	-



FOX Strand
414 South 17th Street, Suite 107
Ames, IA 50010-8106
(515) 233-0000

Invoice

Don Clark
Director of Municipal Utilities
City of Ankeny
220 West 1st Street
Ankeny, IA 50023

February 13, 2023
Project No: 7020.001
Invoice No: 0193857

Professional Services: January 1, 2023 through January 31, 2023

Project 7020.001 Ankeny ASR - Final Design

Fee

Total Fee	172,600.00		
Percent Complete	100.00	Total Earned	172,600.00
		Previous Fee Billing	172,600.00
		Current Fee Billing	0.00
		Total Fee	0.00
		Total this Project	0.00

Project 7020.002 Ankeny ASR - IDNR Permit Fees

Total this Project 0.00

Project 7020.003 Ankeny ASR - Bidding

Fee

Total Fee	31,000.00		
Percent Complete	100.00	Total Earned	31,000.00
		Previous Fee Billing	31,000.00
		Current Fee Billing	0.00
		Total Fee	0.00
		Total this Project	0.00

Project 7020.004 Ankeny ASR - Construction Administration; Demolition

Total this Project 0.00

TERMS: Payment is due within 30 days of the date on this invoice.

Page 1 of 3

Please Remit Payment To: FOX Strand 414 South 17th Street, Suite 107 Ames, Iowa 50010-8106 515-233-0000

Project	7020.001	Ankeny ASR - Final Design	Invoice	0193857
Project	7020.005	Ankeny ASR - RPR Demolition		
		Total this Project		0.00
Project	7020.006	Ankeny ASR - Geotechnical Report		
		Total this Project		0.00
Project	7020.007	Ankeny ASR - Testing Services; WWTP Demolition		
		Total this Project		0.00
Project	7020.008	Ankeny ASR - Construction Administration		
Fee				
Total Fee		270,000.00		
Percent Complete	85.50	Total Earned	230,850.00	
		Previous Fee Billing	216,000.00	
		Current Fee Billing	14,850.00	
		Total Fee		14,850.00
		Total this Project		\$14,850.00
Project	7020.009	Ankeny ASR - Bidding Documents		
		Total this Project		0.00
Project	7020.010	Construction Resident Project Representative		
		Total Labor		8,085.00
		Total Expenses		472.10
		Total this Project		\$8,557.10
Project	7020.011	Construction Staking Services		
		Total Labor		1,436.00

TERMS: Payment is due within 30 days of the date on this invoice.

Page 2 of 3

Please Remit Payment To: FOX Strand 414 South 17th Street, Suite 107 Ames, Iowa 50010-8106 515-233-0000

Project	7020.001	Ankeny ASR - Final Design	Invoice	0193857
Total Expenses				84.00
			Total this Project	\$1,520.00

Project	7020.012	Construction Field and Laboratory Testing Services		
Total Expenses				836.26
			Total this Project	\$836.26
			Total this Invoice	\$25,763.36

TERMS: Payment is due within 30 days of the date on this invoice.

Page 3 of 3

Please Remit Payment To: FOX Strand 414 South 17th Street, Suite 107 Ames, Iowa 50010-8106 515-233-0000



FOX Strand
414 South 17th Street, Suite 107
Ames, IA 50010
(P) 515.233.0000
www.strand.com

DATE: February 6, 2023

TO: Don Clark, P.E.
Municipal Utilities Director
City of Ankeny
220 West 1st Street
Ankeny, IA 50023

RE: ASR Well #1 Replacement (Well No. 7/ASR No. 3) Project
FOX Strand Project Number 7020.001

DELIVERY: US mail

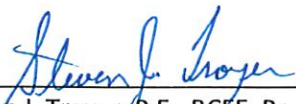
ITEMS: Status Report / Monthly Billing

COMMENTS:

Mr. Clark,

This billing is for professional engineering services for the January 2023 billing period. Time was spent this period on construction administration, reviewing submittals, and responding to contractor questions and RFIs, as well as RPR construction observation and construction staking. A construction progress meeting was held for Bid Package 2. Time was also spent on close out for documents for Bid Package 1.

If you have questions or concerns, please contact me. Thank you.



Steven J. Troyer, P.E., BCCE, Project Manager



ANKENY CITY COUNCIL

City Council Agenda

March 6, 2023

5 : 30 PM

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns

 [Print](#)

ORIGINATING DEPARTMENT:

Municipal Utilities

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #24 in the amount of \$5,183.49 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 #24

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



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 3/6/2023 **PAYMENT REQUEST #** 24
PAYMENT PERIOD: From: 01/23/23 through: 02/19/23

Contract Summary

Original Contract Amount:	\$	103,800.00	
Net change by Change Orders: Amd #1/2	\$	598,900.00	
Contract Amount to Date: (line 1 ± 2)	\$	702,700.00	
Total completed and stored to date:	\$	376,343.20	
Retainage: <u>0</u> % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	376,343.20	
Less previous applications for payment:	\$	371,159.71	
SUBTOTAL	\$	5,183.49	

OTHER CHARGES (Please attach an itemized list) \$ -

Current Payment Due - Division 1 (629.4210)	\$	3,360.25
Current Payment Due - Division 2 (688.4210)	\$	1,823.24

CURRENT PAYMENT DUE \$ 5,183.49

Balance to finish, including retainage: \$ 326,356.80

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 [Signature] Date 2/23/23

City of Ankeny Staff Approval

Signature [Signature] Date 2/23/23

Submit to: _____

Email: _____ Phone: _____ Fax: _____

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	2/24/2022	\$ 14,679.78
13	3/24/2022	\$ 17,788.50
14	4/20/2022	\$ 12,803.50
15	5/24/2022	\$ 29,637.85
16	6/23/2022	\$ 25,728.81
17	7/20/2022	\$ 18,544.85
18	8/25/2022	\$ 22,644.25
19	9/21/2022	\$ 15,138.00
20	10/26/2022	\$ 9,243.47
21	11/23/2022	\$ 12,849.25
22	12/21/2022	\$ 11,784.50
23	1/26/2023	\$ 13,247.02
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TOTAL \$ 371,159.71

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Record of Change Orders

#	Date	Amount
1	9/7/2021	\$ 158,200.00
2	12/6/2021	\$ 185,400.00
3	11/21/2022	\$ 255,300.00
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TOTAL		\$ 598,900.00

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



SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

February 23, 2023

Don Clark
City of Ankeny
1210 NW Prairie Ridge Dr
Ankeny, IA 50023-1751

Invoice No: 120.1113.01 - 24

Finance Budget Code 629.3629.4210/688.3688.4210
Project Code 629.4210/688.4210

Vendor #990

Email

Project 120.1113.01 Ankeny HTT Water Main & Drainage Improvements

Professional Services through February 19, 2023

Prelim Services

Billing Limits

	Current	Prior	To-Date
Total Billings	0.00	95,183.76	95,183.76
Limit			103,800.00
Remaining			8,616.24

Phase Subtotal 0.00

	Total	Prior	Current
Billings to Date	95,183.76	95,183.76	0.00

Design Services Amendment 1

Billing Limits

	Current	Prior	To-Date
Total Billings	0.00	82,140.50	82,140.50
Limit			158,200.00
Remaining			76,059.50

Phase Subtotal 0.00

	Total	Prior	Current
Billings to Date	82,140.50	82,140.50	0.00

Design Services Amendment 2 (Division 1)

Billing Limits

	Current	Prior	To-Date
Total Billings	0.00	138,769.18	138,769.18
Limit			164,600.00
Remaining			25,830.82

Phase Subtotal 0.00

	Total	Prior	Current
Billings to Date	138,769.18	138,769.18	0.00

Design Services Amendment 2 (Division 2)

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	24
Billing Limits		Current	Prior	To-Date		
Total Billings		0.00	20,792.00	20,792.00		
Limit				20,800.00		
Remaining				8.00		
Phase Subtotal					0.00	
Total		Prior	Current			
Billings to Date	20,792.00	20,792.00	0.00			
Construction Services Div 1						
Hourly Services						
		Hours	Rate	Amount		
Principal Engineer II		.25	229.00	57.25		
Sr. Engineer		13.75	198.00	2,722.50		
Project Manager VII		1.50	172.00	258.00		
Technician VII		1.50	113.00	169.50		
Technician VI		1.50	102.00	153.00		
Total Services		18.50		3,360.25		
					3,360.25	
Billing Limits		Current	Prior	To-Date		
Total Billings		3,360.25	10,719.88	14,080.13		
Limit				229,900.00		
Remaining				215,819.87		
Phase Subtotal					\$3,360.25	
Total		Prior	Current			
Billings to Date	14,080.13	10,719.88	3,360.25			
Construction Services Div 2						
Hourly Services						
		Hours	Rate	Amount		
Technician V		16.50	92.00	1,518.00		
Total Services		16.50		1,518.00		
					1,518.00	
Fleet Mileage						
					305.24	
Billing Limits		Current	Prior	To-Date		
Total Billings		1,823.24	23,554.39	25,377.63		
Limit				25,400.00		
Remaining				22.37		
Phase Subtotal					\$1,823.24	
Total		Prior	Current			
Billings to Date	25,377.63	23,554.39	1,823.24			
Amount Due this Invoice <u>\$5,183.49</u>						
Total		Prior	Current			
Billings to Date	376,343.20	371,159.71	5,183.49			

Project	120.1113.01	Ank-HTTWaterMain&DrainageImprovements	Invoice	24
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Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Wesley Farrand



February 23, 2023

Mr. Don Clark
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

RE: HIGH TRESTLE TRAIL TRANSMISSION MAIN & DRAINAGE IMPROVEMENTS
PROGRESS REPORT NO. 24
S&A PROJECT NO. 120.1113.01

Mr. Clark:

This is the twenty-fourth progress report for the above referenced project and covers work through February 19, 2023. Work performed during this period primarily includes tasks associated with the project construction, including construction coordination, site meetings, pay applications, construction observation and reporting, and construction staking. This invoice of \$5,183.49 represents a completion of about 18% of the \$225,300 Construction Services Amendment 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 attend the March 6, 2023, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

Mark A. Land, P.E., CFM
Vice President

MAL/wcf

Enclosure



ANKENY CITY COUNCIL

City Council Agenda

March 6, 2023

5 : 30 PM

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #25 in the amount of \$1,902.50 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 #25

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



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 3/6/2023 **PAYMENT REQUEST #** 25
PAYMENT PERIOD: From: 01/23/23 through: 02/19/23

Contract Summary

Original Contract Amount:	\$	173,400.00	
Net change by Change Orders: Amd #1	\$	19,900.00	
Contract Amount to Date: (line 1 ± 2)	\$	193,300.00	
Total completed and stored to date:	\$	148,315.65	
Retainage: <u>0</u> % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	148,315.65	
Less previous applications for payment:	\$	146,413.15	
SUBTOTAL	\$		1,902.50

OTHER CHARGES (Please attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 1,902.50

Balance to finish, including retainage: \$ 44,984.35

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

Date

City of Ankeny Staff Approval

Signature

Date

Submit to:

Email: Phone: Fax:

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	2/24/2022	\$ 4,194.00
16	3/23/2022	\$ 1,564.00
17	4/20/2022	\$ 2,295.50
18	5/26/2022	\$ 2,233.50
19	8/24/2022	\$ 3,265.38
20	9/21/2022	\$ 4,863.63
21	10/25/2022	\$ 9,953.50
22	11/22/2022	\$ 3,215.25
23	12/21/2022	\$ 6,754.50
24	1/25/2023	\$ 2,129.00
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TOTAL \$ 146,413.15

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Record of Change Orders

#	Date	Amount
1	3/21/2022	\$ 19,900.00
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TOTAL		\$ <u>19,900.00</u>

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



February 22, 2023

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. 25
S&A PROJECT NO. 120.0315.01

Dear Ms. Hart:

This is the twenty-fifth progress report for the above referenced project and covers work through February 19, 2023. Work through this period includes construction administration and observation for the fiber project, and addressing City and Iowa DOT comments on the final plans and specifications for the N Ankeny Blvd and 18th Street Intersection Improvements project.

The remaining construction items are for the Contractor to remove the existing fiber cables, and surface restoration. The Contractor couldn't remove all the fiber cable due to frozen conditions and has ~700-ft remaining. A walkthrough was performed last week and the Contractor will be working on a few punch list items. The Contractor anticipates completing the project in late March / early April this year. The Contractor has surpassed the contract completion date of October 31, 2022, for when the project was to be fully completed.

Final plans and contract documents for the N Ankeny Boulevard and 18th Street Intersection Improvements Project are completed, and we are addressing questions received from prospective bidders. The bid letting for this project is scheduled for February 28, 2023.

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 attend the council meeting on March 6, 2023, 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.
Andrew Houchin, P.E., Snyder & Associates, Inc.



SNYDER
& ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

February 22, 2023

Leslie Hart
City of Ankeny
1210 NW Prairie Ridge Dr
Ankeny, IA 50023-1751

Invoice No: 120.0315.01 - 25

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 19, 2023

Basic Services

	Hours	Rate	Amount
Principal Engineer	2.50	197.00	492.50
Engineer VIII	6.00	163.00	978.00
Engineer IV	2.25	128.00	288.00
Administrative II	2.25	64.00	144.00
Total Services	13.00		1,902.50
Total Services			1,902.50

Billing Limits	Current	Prior	To-Date
Total Billings	1,902.50	129,527.14	131,429.64
Limit			176,400.00
Remaining			44,970.36

Phase Subtotal \$1,902.50

	Total	Prior	Current
Billings to Date	131,429.64	129,527.14	1,902.50

Construction Services

	Total	Prior	Current
Billings to Date	16,886.01	16,886.01	0.00

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	16,886.01	16,886.01
Limit			16,900.00
Remaining			13.99

Phase Subtotal 0.00

Amount Due this Invoice \$1,902.50

	Total	Prior	Current
Billings to Date	148,315.65	146,413.15	1,902.50

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	120.0315.01	Ank-NAnkBlvdLndscplmpr	Invoice	25
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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 6, 2023

5 : 30 PM

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #19 in the amount of \$14,823.38 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 #19

city of
Ankeny
Bringing it all together

Date Printed: 2/23/2023

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	2/24/2022	\$ 15,226.25
8	3/23/2022	\$ 39,734.44
9	4/20/2022	\$ 49,219.11
10	5/25/2022	\$ 104,345.95
11	6/22/2022	\$ 89,753.67
12	7/20/2022	\$ 80,936.65
13	8/24/2022	\$ 96,981.13
14	9/21/2022	\$ 48,325.63
15	10/26/2022	\$ 24,744.69
16	11/22/2022	\$ 5,433.50
17	12/21/2022	\$ 10,748.63
18	1/25/2023	\$ 6,328.25
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TOTAL \$ 743,916.51

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Record of Change Orders

#	Date	Amount
1	4/18/2022	\$ 605,490.00
2	1/17/2023	\$ 621,800.00
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TOTAL		\$ <u>1,227,290.00</u>

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



February 22, 2023

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. 19
S&A PROJECT NO. 121.0695.01

Dear Mr. Lust:

This is the nineteenth progress report for the above referenced project and covers work through February 19, 2022. Our work through this period includes coordinating with City staff, coordinating with franchise utilities within the corridor, construction staking for these utility relocations, shop drawing reviews for both phases, and setting up construction observation files. The preconstruction meeting has been scheduled for March 3, 2023.

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 attend the March 6, 2023, 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.



IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

February 22, 2023

Adam Lust
City of Ankeny
1210 NW Prairie Ridge Dr
Ankeny, IA 50023-1751

Invoice No: 121.0695.01 - 19

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 19, 2023

Basic Services

	Hours	Rate	Amount
Principal Engineer	3.00	209.00	627.00
Engineer VIII	1.00	174.00	174.00
Project Manager VI	4.00	157.00	628.00
Engineer V	15.00	146.00	2,190.00
Technician VII	1.50	109.00	163.50
Technician VI	2.00	98.00	196.00
Total Services	26.50		3,978.50
Total Services			3,978.50

Fleet Mileage

9.83

Billing Limits

	Current	Prior	To-Date
Total Billings	3,988.33	621,787.55	625,775.88
Limit			643,290.00
Remaining			17,514.12
Phase Subtotal			\$3,988.33

Additional Services

Billing Limits

	Current	Prior	To-Date
Total Billings	0.00	122,128.96	122,128.96
Limit			122,200.00
Remaining			71.04
Phase Subtotal			0.00

Construction Services

	Hours	Rate	Amount
Principal Engineer II	.25	245.00	61.25
Engineer VIII	6.50	192.00	1,248.00

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	121.0695.01	Ank-NE Delaware Ave Recon NE 5th St to NE 18th St			Invoice	19
Engineer I		64.75	109.00		7,057.75	
	Total Services	71.50			8,367.00	
	Total Services					8,367.00
Engineer IV		Hours	Rate		Amount	
		7.50	149.00		1,117.50	
	Total Services	7.50			1,117.50	
	Total Services					1,117.50
Technician VII		Hours	Rate		Amount	
		3.50	120.00		420.00	
Technician VI		3.00	108.00		324.00	
	Total Services	6.50			744.00	
	Total Services					744.00
Fleet Mileage						6.55
Technician VII		Hours	Rate		Amount	
		5.00	120.00		600.00	
	Total Services	5.00			600.00	
	Total Services					600.00
Billing Limits		Current	Prior		To-Date	
Total Billings		10,835.05	0.00		10,835.05	
Limit					621,800.00	
Remaining					610,964.95	
				Phase Subtotal		\$10,835.05
				Amount Due this Invoice		<u>\$14,823.38</u>
Billings to Date	Total	Prior	Current			
	758,739.89	743,916.51	14,823.38			

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 6, 2023

5 : 30 PM

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #27 in the amount of \$3,886.38 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 #27

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



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 3/6/2023 **PAYMENT REQUEST #** 27
PAYMENT PERIOD: From: 01/23/23 through: 02/19/23

Contract Summary

Original Contract Amount:	\$	<u>50,300.00</u>
Net change by Change Orders: Amd #1/2	\$	<u>566,650.00</u>
Contract Amount to Date: (line 1 ± 2)	\$	<u>616,950.00</u>

Total completed and stored to date:	\$	<u>554,850.29</u>
Retainage: <u>0</u> % of Completed Work:	\$	<u>-</u>
Total Earned less Retainage:	\$	<u>554,850.29</u>
Less previous applications for payment:	\$	<u>550,963.91</u>
SUBTOTAL	\$	<u>3,886.38</u>

OTHER CHARGES (Please attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 3,886.38

Balance to finish, including retainage: \$ 62,099.71

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 Mark A. R... Date 2/21/23

City of Ankeny Staff Approval

Signature Adam L. L... Date 02/22/23

Submit to: _____

Email: _____ Phone: _____ Fax: _____

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	2/24/2022	\$ 14,364.98
16	3/23/2022	\$ 8,459.69
17	4/20/2022	\$ 4,239.45
18	5/25/2022	\$ 19,235.94
19	6/22/2022	\$ 18,312.45
20	7/20/2022	\$ 14,414.63
21	8/24/2022	\$ 30,580.51
22	9/21/2022	\$ 21,724.65
23	10/25/2022	\$ 26,221.65
24	11/22/2022	\$ 20,405.13
25	12/20/2022	\$ 17,715.89
26	1/25/2023	\$ 5,660.60
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TOTAL \$ 550,963.91

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Record of Change Orders

#	Date	Amount
1	4/5/2021	\$ 318,650.00
2	2/7/2022	\$ 248,000.00
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TOTAL		\$ <u>566,650.00</u>

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



February 21, 2023

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. 27
S&A PROJECT NO. 120.1005.01

Dear Mr. Lust:

This is the twenty-seventh progress report for the above referenced project and covers work through February 19, 2023. Our work through this period includes construction services that consist of construction administration, and construction observation.

The project is in winter shut down mode. We continue to monitor the site and coordinate with the Contractor throughout the winter. New pavement markings were installed along the corridor to refresh the pavement markings that were worn off through the first half of the winter.

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 attend the March 6, 2023, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

Mark A. Land, P.E., CFM
Vice President

Enclosures

cc: Jordan Stoerner, P.E., Snyder & Associates, Inc.
John Haldeman, P.E., Snyder & Associates, Inc.



IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

February 22, 2023

Adam Lust
City of Ankeny
1210 NW Prairie Ridge Dr
Ankeny, IA 50023-1751

Invoice No: 120.1005.01 - 27

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 19, 2023

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

Billing Limits

	Current	Prior	To-Date
Total Billings	0.00	61,361.41	61,361.41
Limit			62,250.00
Remaining			888.59
Phase Subtotal			0.00

	Total	Prior	Current
Billings to Date	61,361.41	61,361.41	0.00

Construction Services

	Hours	Rate	Amount
Principal Engineer II	.25	229.00	57.25
Engineer VIII	.50	181.00	90.50
Project Manager VI	1.00	163.00	163.00
Engineer IV	1.50	141.00	211.50
Sr. Technician	.50	132.00	66.00
Technician VII	5.75	113.00	649.75
Technician VI	4.00	102.00	408.00
Technician V	19.00	92.00	1,748.00
Technician II	5.00	69.00	345.00
Total Services	37.50		3,739.00
Total Services			3,739.00

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	120.1005.01	Ank-NW36thStWideningNWAshDrtoNAnkBlvd	Invoice	27
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Fleet Mileage

147.38

Billing Limits

	Current	Prior	To-Date
Total Billings	3,886.38	180,402.84	184,289.22
Limit			245,500.00
Remaining			61,210.78

Phase Subtotal **\$3,886.38**

	Total	Prior	Current
Billings to Date	184,289.22	180,402.84	3,886.38

Amount Due this Invoice **\$3,886.38**

	Total	Prior	Current
Billings to Date	554,850.29	550,963.91	3,886.38

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 6, 2023

5 : 30 PM

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #21 in the amount of \$3,918.13 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 #21

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



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 3/6/2023 **PAYMENT REQUEST #** 21
PAYMENT PERIOD: From: 12/19/22 through: 02/19/23

Contract Summary

Original Contract Amount:	\$	74,900.00	
Net change by Change Orders: Amd #1	\$	94,150.00	
Contract Amount to Date: (line 1 ± 2)	\$	169,050.00	
Total completed and stored to date:	\$	162,588.08	
Retainage: 0 % of Completed Work:			
Total Earned less Retainage:	\$	162,588.08	
Less previous applications for payment:	\$	158,669.95	
SUBTOTAL	\$		3,918.13

OTHER CHARGES (Please attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 3,918.13

Balance to finish, including retainage: \$ 6,461.92

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

Date

City of Ankeny Staff Approval

Signature

Date

Submit to:
Email: **Phone:** **Fax:**

Date Printed: 2/23/2023

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	2/24/2022	\$ 4,773.62
12	3/23/2022	\$ 3,109.50
13	4/20/2022	\$ 2,386.25
14	5/25/2022	\$ 5,248.19
15	6/22/2022	\$ 11,944.38
16	7/19/2022	\$ 17,676.79
17	8/24/2022	\$ 7,838.14
18	9/21/2022	\$ 1,219.38
19	11/22/2022	\$ 2,561.50
20	12/21/2022	\$ 1,805.88
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TOTAL \$ 158,669.95

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Record of Change Orders

#	Date	Amount
1	10/4/2021	\$ 30,050.00
2	3/21/2022	\$ 64,100.00
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TOTAL		\$ <u>94,150.00</u>

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



February 21, 2023

Ms. 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. 21
S&A PROJECT NO. 121.0352.01

Dear Ms. Hart:

This is the twenty-first progress report for the above referenced project and covers work through February 19, 2023. Work in this period includes construction administration, traffic signal construction administration, monument preservation, and the preparation of record drawings.

Original contract work is complete. The signal is activated. The project has been accepted. Work on record drawings and final post-construction deliverables is occurring. Snyder & Associates has been authorized to perform record drawing work on fiber optic conduits installed under a separate contract. This work should be complete in March 2023.

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 attend the March 6, 2023, 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.



SNYDER
& ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

February 22, 2023

Leslie Hart
City of Ankeny
1210 NW Prairie Ridge Dr
Ankeny, IA 50023-1751

Invoice No: 121.0352.01 - 21

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 19, 2023

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

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	8,546.37	8,546.37
Limit			8,550.00
Remaining			3.63
Phase Subtotal			0.00

Construction Services

	Hours	Rate	Amount
Engineer VI	3.25	163.00	529.75
Engineer V	.25	152.00	38.00
Engineer IV	.50	141.00	70.50
Technician VII	14.75	113.00	1,666.75
Technician V	17.00	92.00	1,564.00
Total Services	35.75		3,869.00
Total Services			3,869.00

Fleet Mileage 49.13

Billing Limits	Current	Prior	To-Date
Total Billings	3,918.13	52,024.51	55,942.64
Limit			62,400.00
Remaining			6,457.36
Phase Subtotal			\$3,918.13

Amount Due this Invoice \$3,918.13

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	121.0352.01	Ank-NW36thStandNWStateStInterimImprov	Invoice	21
	Total	Prior	Current	
Billings to Date	162,588.08	158,669.95	3,918.13	

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Laura Lamberty



ANKENY CITY COUNCIL

City Council Agenda

March 6, 2023

5 : 30 PM

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns

 [Print](#)

ORIGINATING DEPARTMENT:

Municipal Utilities

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #38 in the amount of \$2,907.37 to Snyder & Associates, Inc., for engineering services on the SE Crosswinds Drive - RISE 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 #38

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: SE Crosswinds Drive - RISE
Contractor: Snyder & Associates, Inc.
Address: 2727 SW Snyder Blvd., PO Box 1159, Ankeny, IA 50023
Finance Budget Code: 983.3983.4210 **Finance Project Code:** 983.4210
Vendor Project or Invoice #: 119.0290.01 **PO #**
Original Contract Date: April 1, 2019 **Vendor #** 990

Date of Council Meeting 3/6/2023 **PAYMENT REQUEST #** 38
PAYMENT PERIOD: From: 01/23/23 through: 02/19/23

Contract Summary

Original Contract Amount:	\$	162,300.00	
Net change by Change Orders: Amd #1&2	\$	592,650.00	
Contract Amount to Date: (line 1 ± 2)	\$		754,950.00
 Total completed and stored to date:	\$	668,842.07	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$		668,842.07
Less previous applications for payment:	\$		665,934.70
SUBTOTAL			\$ 2,907.37

OTHER CHARGES (Please attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 2,907.37

Balance to finish, including retainage: \$ 86,107.93

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 _____ Date 2/22/23

City of Ankeny Staff Approval: Donald Clark

Signature _____ Date 2/22/23

Submit to: _____

Email: _____ Phone: _____ Fax: _____

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	4/25/2019	\$ 52,442.90
2	5/23/2019	\$ 59,143.97
3	6/20/2019	\$ 45,285.34
4	7/25/2019	\$ 4,208.21
5	9/25/2019	\$ 13,086.32
6	10/24/2019	\$ 5,664.23
7	11/21/2019	\$ 11,683.03
8	12/18/2019	\$ 8,381.96
9	1/22/2020	\$ 2,943.09
10	2/20/2020	\$ 5,768.16
11	4/21/2020	\$ 6,321.21
12	5/20/2020	\$ 7,460.59
13	6/24/2020	\$ 21,416.94
14	7/22/2020	\$ 16,201.92
15	8/27/2020	\$ 55,676.87
16	9/23/2020	\$ 27,080.35
17	10/20/2020	\$ 13,634.53
18	11/19/2020	\$ 6,931.80
19	12/22/2000	\$ 6,843.64
20	1/20/2021	\$ 5,145.59
21	2/17/2021	\$ 14,252.32
22	3/24/2021	\$ 58,916.57
23	4/22/2021	\$ 16,490.32
24	5/26/2021	\$ 25,282.78
25	6/24/2021	\$ 10,757.50
26	10/20/2021	\$ 2,838.12
27	3/23/2022	\$ 37,535.92
28	4/20/2022	\$ 5,999.29
29	5/25/2022	\$ 17,701.29
30	6/22/2022	\$ 11,590.84
31	7/19/2022	\$ 18,236.45
32	8/24/2022	\$ 17,139.09
33	9/21/2022	\$ 14,160.89
34	10/26/2022	\$ 14,589.73
35	11/22/2022	\$ 11,868.00
36	12/21/2022	\$ 10,093.78
37	1/25/2023	\$ 3,161.16
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TOTAL \$ 665,934.70

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Record of Change Orders

#	Date	Amount
1	9/16/2019	\$ 187,950.00
2	7/20/2020	\$ 176,050.00
3	3/7/2022	\$ 228,650.00
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TOTAL		\$ <u>592,650.00</u>

Contract Time Remaining:

CONTRACT PERIOD:	CLICK TO CHOOSE
Original Contract Date:	April 1, 2019
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	0
Time Used to Date:	
Contract Time Remaining:	0



IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

February 22, 2023

Don Clark
City of Ankeny
1210 NW Prairie Ridge Dr
Ankeny, IA 50023-1751

Invoice No: 119.0290.01 - 38

Finance Code= 983.3983.4210
Finance Project # = 983.4210 Vendor # = 990

Email

Project 119.0290.01 SE Crosswinds Drive-RISE

Professional Services through February 19, 2023

Basic Services

Billing Limits

	Current	Prior	To-Date
Total Billings	0.00	156,063.04	156,063.04
Limit			156,100.00
Remaining			36.96

Phase Subtotal 0.00

	Total	Prior	Current
Billings to Date	156,063.04	156,063.04	0.00

Additional Services

Billing Limits

	Current	Prior	To-Date
Total Billings	0.00	12,342.83	12,342.83
Limit			12,350.00
Remaining			7.17

Phase Subtotal 0.00

	Total	Prior	Current
Billings to Date	12,342.83	12,342.83	0.00

Construction Services

Billing Limits

	Current	Prior	To-Date
Total Billings	0.00	160,600.13	160,600.13
Limit			181,800.00
Remaining			21,199.87

Phase Subtotal 0.00

	Total	Prior	Current
Billings to Date	160,600.13	160,600.13	0.00

P&S

	Total	Prior	Current
Billings to Date	35.60	35.60	0.00

Phase Subtotal 0.00

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	119.0290.01	Ank-SECrosswindsDr-RISE	Invoice	38
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Phase 2 Basic Services

Billing Limits	Current	Prior	To-Date	
Total Billings	0.00	196,240.97	196,240.97	
Limit			196,250.00	
Remaining			9.03	
Phase Subtotal				0.00

	Total	Prior	Current
Billings to Date	196,240.97	196,240.97	0.00

Phase 2 Addtl Services

Billing Limits	Current	Prior	To-Date	
Total Billings	0.00	9,835.26	9,835.26	
Limit			11,250.00	
Remaining			1,414.74	
Phase Subtotal				0.00

	Total	Prior	Current
Billings to Date	9,835.26	9,835.26	0.00

Phase 2 Construction Services

	Hours	Rate	Amount	
Principal Engineer II	.25	229.00	57.25	
Engineer VI	2.75	163.00	448.25	
Project Manager VI	2.00	163.00	326.00	
Engineer I	6.75	103.00	695.25	
Technician VII	6.50	113.00	734.50	
Technician VI	1.50	102.00	153.00	
Technician V	4.00	92.00	368.00	
Technician II	1.50	69.00	103.50	
Total Services	25.25		2,885.75	
Total Services				2,885.75

Fleet Mileage				21.62
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Billing Limits	Current	Prior	To-Date	
Total Billings	2,907.37	130,816.87	133,724.24	
Limit			197,200.00	
Remaining			63,475.76	
Phase Subtotal				\$2,907.37

	Total	Prior	Current
Billings to Date	133,724.24	130,816.87	2,907.37

Amount Due this Invoice \$2,907.37

	Total	Prior	Current
Billings to Date	668,842.07	665,934.70	2,907.37

Project	119.0290.01	Ank-SECrosswindsDr-RISE	Invoice	38
---------	-------------	-------------------------	---------	----

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Laura Lamberty



February 22, 2023

Mr. Don Clark, P.E.
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

RE: SE CROSSWINDS DRIVE – RISE
PROGRESS REPORT NO. 38
S&A PROJECT NO. 119.0290.01

Dear Mr. Clark:

This is the thirty-eighth progress report for the above referenced project and covers work through February 19, 2023. Work invoiced through this period includes construction administration and observation. This invoice includes RISE Reimbursement Preparation, restaking and coordination for street light installation and post construction project documentation.

The construction is substantially completed. A walkthrough was held, and the contractor has been working on the punch list items. Site stabilization (seeding) and some minor punch list items remain, with seeding unable to be completed until the spring. Work is proceeding on record drawing preparation.

The project construction engineering services costs included on this invoice of \$2,907.37, are 80% eligible /20% ineligible for RISE reimbursement at a rate of 50%. A total of \$1,162.95 would be funded through the RISE Grant.

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 attend the March 6, 2023, 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.



ANKENY CITY COUNCIL

City Council Agenda

March 6, 2023

5 : 30 PM

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #28 in the amount of \$2,601.56 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:

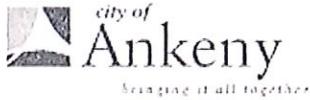
ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #28

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



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 3/6/2023 **PAYMENT REQUEST #** 28
PAYMENT PERIOD: From: 12/19/22 through: 02/19/23

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:	\$	192,079.70	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	192,079.70	
Less previous applications for payment:	\$	189,478.14	
SUBTOTAL	\$		2,601.56

OTHER CHARGES (Please attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 2,601.56

Balance to finish, including retainage: \$ 11,320.30

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

Date

City of Ankeny Staff Approval

Signature

Date

Submit to: _____
Email: _____ Phone: _____ Fax: _____

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	2/24/2022	\$ 6,470.00
23	3/23/2022	\$ 4,111.50
24	4/20/2022	\$ 2,279.00
25	9/21/2022	\$ 2,336.69
26	10/25/2022	\$ 1,783.13
27	12/21/2022	\$ 1,061.00
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TOTAL \$ 189,478.14

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Record of Change Orders

#	Date	Amount
1	3/1/2021	\$ 63,800.00
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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



February 22, 2023

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. 28
S&A PROJECT NO. 120.0399.01

Dear Ms. Hart:

This is the twenty-eighth progress report for the above referenced project and covers work between December 19, 2022, and February 19, 2023. Our work through this period includes construction administration, observation services, and preparing Record Drawings.

The Contractor has completed splicing the fiber cables and construction is fully complete. The XYZ file, as built drawings, final pay application, and letter recommending project acceptance have been submitted to the City.

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 attend the council meeting on March 6, 2023, 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.
Andrew Houchin, P.E., Snyder & Associates, Inc.



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INVOICE FOR PROFESSIONAL SERVICES

February 22, 2023

Leslie Hart
City of Ankeny
1210 NW Prairie Ridge Dr
Ankeny, IA 50023-1751

Invoice No: 120.0399.01 - 28

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 19, 2023

Basic Services

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	106,236.84	106,236.84
Limit			108,700.00
Remaining			2,463.16
Phase Subtotal			0.00

	Total	Prior	Current
Billings to Date	106,236.84	106,236.84	0.00

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	.75	209.00	156.75
Engineer IV	8.75	136.00	1,190.00
Technician VII	11.50	109.00	1,253.50
Total Services	21.00		2,600.25
Total Services			2,600.25

Fleet Mileage	1.31
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Billing Limits	Current	Prior	To-Date
Total Billings	2,601.56	78,065.78	80,667.34
Limit			81,600.00
Remaining			932.66

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	28
Phase Subtotal					\$2,601.56	
Billings to Date	Total	Prior	Current			
	80,667.34	78,065.78	2,601.56			
Amount Due this Invoice					<u>\$2,601.56</u>	
Billings to Date	Total	Prior	Current			
	192,079.70	189,478.14	2,601.56			

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 6, 2023

5 : 30 PM

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #1 in the amount of \$6,529.48 to Snyder & Associates, for engineering services on the SE Delaware Ave and SE 54th St Traffic Signal 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



Project Title: SE Delaware Ave and SE 54th St Traffic Signal
Contractor: Snyder & Associates Inc
Address: 2727 SW Snyder Blvd PO Box 1159 Ankeny Ia 50023
Finance Budget Code: 965.3965.4210 **Finance Project #** 9654210
Vendor Project or Invoice #: 123.0251.01 **PO #** N/A
Original Contract Date: February 6, 2023 **Vendor #** 990

Date of Council Meeting: March 6, 2023 **PAYMENT REQUEST #** 1
PAYMENT PERIOD: From: February 6, 2023 Through: February 19, 2023

Contract Summary

Original Contract Amount:	\$	69,300.00
Net change by Change Orders:	\$	-
Contract Amount to Date: (line 1 ± 2)	\$	69,300.00
Total completed and stored to date:	\$	6,529.48
Retainage: 0 % of Completed Work:	\$	-
Total Earned less Retainage:	\$	6,529.48
Less previous applications for payment:	\$	-
SUBTOTAL	\$	6,529.48

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 6,529.48

Balance to finish, including retainage: \$ 62,770.52

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:

Snyder & Associates Inc

Firm Name

Signature

Date

City of Ankeny Staff Approval:

Signature

Date

Submit to:

E-mail: Phone: Fax:

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

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Previous Applications for Payment

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PREVIOUS PAY APP TOTAL = \$ -

Record of Change Orders

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CHANGE ORDER TOTAL = \$ -

Contract Time Remaining

Contract Period: Working 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



February 21, 2023

Leslie Hart, P.E., PTOE
City of Ankeny
220 W. First Street
Ankeny, IA 50023-1751

RE: SE DELAWARE AVENUE AND SE 54TH STREET TRAFFIC SIGNAL PROJECT
PROGRESS REPORT NO. 1
S&A PROJECT NO. 123.0251.01

Dear Ms. Hart:

Enclosed is the first invoice for the above referenced project, for work performed through February 19, 2023. Services performed during this period included the following:

- Project initiation
- Topographic and boundary survey
- Concept development

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 attend the March 6, 2023 Council Meeting to answer any questions regarding this invoice.
Sincerely,

SNYDER & ASSOCIATES, INC.

Mark A. Land, P.E., CFM
Vice President

MAL/ajh

Enclosure



IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

February 23, 2023

Leslie Hart
City of Ankeny
1210 NW Prairie Ridge Dr
Ankeny, IA 50023-1751

Invoice No: 123.0251.01 - 1

965.3965.4210
965.4210

Email

Project 123.0251.01 SE Delaware Ave and SE 54h St Traffic Signal Project

Professional Services through February 19, 2023

Basic Services

Hourly Services

	Hours	Rate	Amount
Sr. Engineer	1.50	198.00	297.00
Land Surveyor VIII	8.50	181.00	1,538.50
Engineer IV	11.00	141.00	1,551.00
Engineer I	1.00	103.00	103.00
Technician VIII	6.50	123.00	799.50
Technician VII	11.50	113.00	1,299.50
Technician VI	2.00	102.00	204.00
Technician II	9.50	69.00	655.50
Administrative II	1.00	71.00	71.00
Total Services	52.50		6,519.00
			6,519.00

Fleet Mileage

10.48

Phase Subtotal \$6,529.48

Billing Limits

	Current	Prior	To-Date
Total Billings	6,529.48	0.00	6,529.48
Limit			69,300.00
Remaining			62,770.52

Amount Due this Invoice \$6,529.48

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Andrew Houchin

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



ANKENY CITY COUNCIL

City Council Agenda

March 6, 2023

5 : 30 PM

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #2 in the amount of \$13,685.25 to Snyder & Associates, for engineering services on the SE Oralabor Rd & SE Creekview Dr Traffic Signal Replacement 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 #2

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: SE Oralabor Rd & SE Creekview Dr Traffic Signal Replacement
Contractor: Snyder & Associates
Address: 2727 SW Snyder Blvd PO Box 1159 Ankeny Ia 50023
Finance Budget Code: 965.3965.4210 **Finance Project #** 9654210 *JH*
Vendor Project or Invoice #: 123.0135.01 **PO #** N/A
Original Contract Date: January 3, 2023 **Vendor #** 990

Date of Council Meeting: March 6, 2023 **PAYMENT REQUEST #** 2
PAYMENT PERIOD: From: January 23, 2023 Through: February 19, 2023

Contract Summary

Original Contract Amount:	\$	41,700.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	41,700.00	
Total completed and stored to date:	\$	17,267.50	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	17,267.50	
Less previous applications for payment:	\$	3,582.25	
SUBTOTAL	\$		13,685.25

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 13,685.25

Balance to finish, including retainage: \$ 24,432.50

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:

Snyder & Associates Inc

Firm Name

Signature

Date

City of Ankeny Staff Approval:

Signature

Date

Submit to:

E-mail:

Phone:

Fax:

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	January 25, 2023	\$ 3,582.25
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Previous Applications for Payment

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PREVIOUS PAY APP TOTAL = \$ 3,582.25

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CHANGE ORDER TOTAL = \$ -

Contract Time Remaining

Contract Period:	Working Days
Construction Start Date:	January 3, 2023

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



February 21, 2023

Leslie Hart, P.E., PTOE
City of Ankeny
220 W. First Street
Ankeny, IA 50023-1751

RE: SE ORALABOR RD AND SE CREEKVIEW DR TRAFFIC SIGNAL REPLACEMENT
PROGRESS REPORT NO. 2
S&A PROJECT NO. 123.0135.01

Dear Ms. Hart:

Enclosed is the second invoice for the above referenced project, for work performed through February 19, 2023. Services performed during this period included the following:

- Preliminary design and plan preparation
- Submitted preliminary plans
- Coordination regarding preliminary plan comments

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 attend the March 6, 2023 Council Meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

Mark A. Land, P.E., CFM
Vice President

MAL/ajh

Enclosure



SNYDER
& ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

February 23, 2023

Leslie Hart
City of Ankeny
1210 NW Prairie Ridge Dr
Ankeny, IA 50023-1751

Invoice No: 123.0135.01 - 2

Finance Budget Code 965.3965.4210
Finance Project Code 965.4210 Vendor 990

Email

Project 123.0135.01 SE Oralabor Rd & SE Creekview Dr Traffic Signal Replacement

Professional Services through February 19, 2023

Basic Services

Hourly Services

	Hours	Rate	Amount
Principal Engineer II	1.00	229.00	229.00
Sr. Engineer	8.00	198.00	1,584.00
Engineer IV	37.75	141.00	5,322.75
Engineer I	11.00	103.00	1,133.00
Lead Technician	11.00	138.00	1,518.00
Technician VII	34.50	113.00	3,898.50
Total Services	103.25		13,685.25
			13,685.25

Phase Subtotal \$13,685.25

Billing Limits	Current	Prior	To-Date
Total Billings	13,685.25	3,582.25	17,267.50
Limit			41,700.00
Remaining			24,432.50

Amount Due this Invoice \$13,685.25

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Andrew Houchin

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



ANKENY CITY COUNCIL

City Council Agenda

March 6, 2023

5 : 30 PM

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns

 [Print](#)

ORIGINATING DEPARTMENT:

Finance

COUNCIL GOAL:

ACTION REQUESTED:

Motion

LEGAL:

SUBJECT:

Consider motion to approve the March 6, 2023 Accounts Payable. (Finance Committee: K. Stearns, 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:

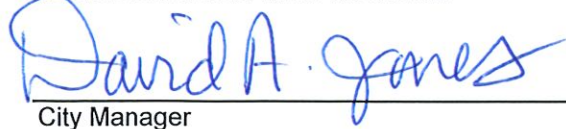
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 AP Recap
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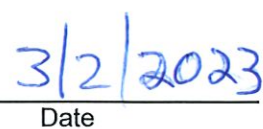
CITY OF ANKENY
ACCOUNTS PAYABLE RECAP
MARCH 6, 2023

Fund		PAYMENTS
100	General Fund	\$ 176,503.40
220	Fire Gift Fund	300.00
233	Hotel Motel Tax Fund	217,620.40
240	Parks Improvements	-
250	Police Gift Fund	-
260	Road Use Tax Fund	90,506.91
270	Seizure Fund	-
280	Tax Increment Financing Fund	-
284	Economic Development Fund	-
290	Police/Fire Pension Fund	-
300	Debt Service Fund	-
430	Library Foundation Fund	-
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	-
510	Water Fund	40,672.54
520	Water Improvement Fund	-
530	Water Sinking Fund	-
550	Sewer Fund	40,757.06
560	Sewer Improvement Fund	-
570	Sewer Sinking Fund	-
580	Stormwater Fund	4,709.05
590	Golf Course Fund	6,961.78
600-699	Enterprise Project Funds	50,765.43
710	Revolving Fund	24,906.46
720	Risk Management Fund	56,426.91
730	Health Insurance Fund	90.00
770	Sustainability Revolving Loan	-
780	Economic Development Revolving	-
790	Equipment Reserve Fund	-
800-890	Special Assessments Funds	-
900	BAN/Bond Activity Fund	33,000.00
896-998	Capital Projects Funds	101,306.52
	Sub Total	\$ 844,526.46
	Payroll Totals	1,282,496.15
	Service Transfers/ACH Drafts	(195,665.47)
	Agenda Payments Approved Separately	(110,839.63)
	Grand Total	\$ 1,820,517.51

Honorable Mayor & City Council:

It is my recommendation that the City Council approve payment of the bills listed from funds as shown.


City Manager


Date

VENDOR SET: 01 City of Ankeny

BANK: * ALL BANKS

DATE RANGE: 2/23/2023 THRU 3/08/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
004783	KELTEK INCORPORATED							
M-CHECK	KELTEK INCORPORATED	UNPOST V	2/28/2023			006610		941.05CR

011719	DANIEL KNUDSON							
M-CHECK	DAVID KNUDSON	UNPOST V	2/27/2023			241800		95.38CR

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0	0.00	0.00	0.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00

VOID CHECKS:	2 VOID DEBITS	0.00		
	VOID CREDITS	1,036.43CR	1,036.43CR	0.00

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: TOTALS:	2	1,036.43CR	0.00	0.00
BANK: TOTALS:	2	1,036.43CR	0.00	0.00

VENDOR SET: 01 City of Ankeny
BANK: APGBW FIRST INTERSTATE BANK
DATE RANGE: 2/23/2023 THRU 3/08/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
006993	GATOR EXCAVATING INC							
I-1350	DAMAGED FIRE HYDRANT	R	3/06/2023	13,500.00		241874		13,500.00
	*** VENDOR TOTALS ***					1 CHECKS		13,500.00
008578	ACCESS TECHNOLOGIES INC							
I-INV1325564	PRINT CARTRIDGES - IT	R	3/06/2023	262.99		241875		262.99
	*** VENDOR TOTALS ***					1 CHECKS		262.99
000003	ACCO UNLIMITED CORP							
I-0230256-IN	SUMP PUMP CHECK VALVE-AC	R	3/06/2023	357.00		241876		
I-0230378-IN	POOL FILTER PARTS-PKS	R	3/06/2023	195.14		241876		552.14
	*** VENDOR TOTALS ***					1 CHECKS		552.14
000164	G & S HARDWARE INC							
I-208670/2	BEVEL W/HRDWD HNDLE- AC	R	3/06/2023	16.99		241877		16.99
	*** VENDOR TOTALS ***					1 CHECKS		16.99
000026	AHLERS & COONEY PC							
I-839713	GENERAL FILE SERVICES-P&R	E	3/08/2023	57.00		006659		57.00
	*** VENDOR TOTALS ***					1 CHECKS		57.00
000226	AIRGAS NORTH CENTRAL INC							
I-9134692540	AIR HOSE - CG	R	3/06/2023	129.72		241878		
I-9994248103	CYLINDER RENTALS - CG	R	3/06/2023	891.15		241878		
I-9994248104	CYLINDER RENTAL - PKS	R	3/06/2023	40.23		241878		1,061.10
	*** VENDOR TOTALS ***					1 CHECKS		1,061.10
011732	ALDI INC							
I-02202023-ALDI	DAMAGE DEPOSIT REFUND	R	3/06/2023	100.00		241879		100.00
	*** VENDOR TOTALS ***					1 CHECKS		100.00
009981	ALL CITY MANAGEMENT SERVICES,							
I-83440	1/29-2/11/23 CROSSING GUARDS	E	3/08/2023	6,250.20		006713		6,250.20
	*** VENDOR TOTALS ***					1 CHECKS		6,250.20
009262	AMAZON CAPITAL SERVICES INC							
C-14D4-MKQ6-GH4N	CR: BACKDROP - COMMUNICATIONS	E	3/08/2023	45.98CR		006707		
I-11CT-T4TK-73Q3	STICKERS/TATTOOS/BUBBLES-KL	E	3/08/2023	410.80		006707		
I-13FF-RFQW-LG61	MULTIMEDIA-KL	E	3/08/2023	132.07		006707		
I-14MP-M9HT-1HKL	HAMMER DRILL - MU	E	3/08/2023	137.00		006707		
I-1G7F-KJMF-RHY1	DRILL BATTERIES - MU	E	3/08/2023	138.99		006707		
I-1GM3-XM1D-3NLT	MUSIC SET - KL	E	3/08/2023	31.99		006707		
I-1GNJ-LYPL-RJNM	MISC MULTIMEDIA - KL	E	3/08/2023	99.75		006707		
I-1GT9-C4G4-7MDW	MISC BOOKS -KL	E	3/08/2023	195.86		006707		
I-1GTP-NMDV-6V6Q	CARDSTOCK - KL	E	3/08/2023	62.04		006707		
I-1GYG-6XT4-LMT4	PICTURE FRAMES - FD	E	3/08/2023	74.97		006707		
I-1HVM-Q61Y-4PDF	STICKERS - KL	E	3/08/2023	35.96		006707		
I-1HVV-16PC-FW99	BEACH BALLS - ACC	E	3/08/2023	25.18		006707		

VENDOR SET: 01 City of Ankeny
 BANK: APGWB FIRST INTERSTATE BANK
 DATE RANGE: 2/23/2023 THRU 3/08/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
I-1LFK-6QQJ-V3C7	BOOKS - KL	E	3/08/2023	134.88		006707		
I-1MCP-CMTY-7479	PERMANENT MARKERS -PRSC	E	3/08/2023	4.89		006707		
I-1MQ6-KNCC-TWYY	MULTIMEDIA - KL	E	3/08/2023	14.98		006707		
I-1MTR-WV4H-TYHH	MULTIMEDIA -KL	E	3/08/2023	38.25		006707		
I-1NMN-LFN6-K9HM	MULTIMEDIA - KL	E	3/08/2023	44.92		006707		
I-1NTC-GKLV-6NKG	MISC MULTIMEDIA - KL	E	3/08/2023	121.11		006707		
I-1NTC-GKLV-9JGP	MISC BOOKS -KL	E	3/08/2023	24.99		006707		
I-1NTC-GKLV-M64T	SURVEYING BOOK - ENG	E	3/08/2023	42.51		006707		
I-1PJX-KYYT-VNHM	LABEL TAPE - KL	E	3/08/2023	61.30		006707		
I-1PKC-F7X9-313Y	PUSH BUTTON TENNIS COURT	E	3/08/2023	62.29		006707		
I-1PWD-37JY-H3PW	SIGN HOLDER-KL	E	3/08/2023	51.79		006707		
I-1RFR-NLTT-R1FG	MISC BOOKS - KL	E	3/08/2023	320.54		006707		
I-1TL7-4H1V-CWVH	MISC MULTIMEDIA - KL	E	3/08/2023	23.96		006707		
I-1TL7-4H1V-FD3J	HDMI CABLES - FD	E	3/08/2023	194.57		006707		
I-1TYJ-61W9-1TML	FLASHLIGHTS - FD	E	3/08/2023	180.13		006707		
I-1Y33-J16M-1PP6	TATTOOS/GAMES/STCKRS -KL	E	3/08/2023	236.61		006707		
I-1YMQ-XKTD-7KTG	BALLOONS - KL	E	3/08/2023	35.24		006707		2,891.59
*** VENDOR TOTALS ***						1 CHECKS		2,891.59
011733	ANKENY AREA DEMOCRATS							
I-01172022-AAD	DAMAGE DEPOSIT REFUND	R	3/06/2023	100.00		241880		100.00
*** VENDOR TOTALS ***						1 CHECKS		100.00
000012	MILLENNIUM II CORPORATION							
I-1105731	STAINLESS BRUSH/WIRE-PKS	R	3/06/2023	10.88		241881		
I-1105798	LUBRICANT/THREADLCKR/GRSE-PKS	R	3/06/2023	18.69		241881		
I-1105953	SHOP PARTS - PKS	R	3/06/2023	16.74		241881		
I-1106399	GRINDER CUTTING DISCS-PKS	R	3/06/2023	19.25		241881		
I-1106437	HILLMAN - MU	R	3/06/2023	60.78		241881		126.34
*** VENDOR TOTALS ***						1 CHECKS		126.34
009326	RYAN ARENDSE							
I-01/08/2023 MEAL	1/8/23 MEAL REIMBURSEMENT	E	3/08/2023	16.53		006721		16.53
*** VENDOR TOTALS ***						1 CHECKS		16.53
000057	ARNOLD MOTOR SUPPLY							
I-15NV144237	SANDING PADS UNIT 4045	R	3/06/2023	40.00		241882		
I-15NV144593	MIST-N-SHINE - STREETS	R	3/06/2023	69.99		241882		109.99
*** VENDOR TOTALS ***						1 CHECKS		109.99
002625	PHILIP L ASCHEMAN PHD							
I-2/20/2023	PRE-EMP PSYCH EVALS	R	3/06/2023	675.00		241883		675.00
*** VENDOR TOTALS ***						1 CHECKS		675.00

VENDOR SET: 01 City of Ankeny
BANK: APGWB FIRST INTERSTATE BANK
DATE RANGE: 2/23/2023 THRU 3/08/2023

VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
			DATE	AMOUNT		NO	STATUS	AMOUNT
004068	ASPEN EQUIPMENT CO							
I-40045294	#267 HYD CYLINDER	E	3/08/2023	1,001.74		006689		
I-40045413	UNIT #267 REPAIRS	E	3/08/2023	806.43		006689		1,808.17
	*** VENDOR TOTALS ***					1 CHECKS		1,808.17
000067	BAKER & TAYLOR INC							
I-2037321766	MISC BOOKS - KL	E	3/08/2023	1,117.22		006661		
I-2037329693	MISC BOOKS - KL	E	3/08/2023	445.81		006661		
I-2037337466	MISC BOOKS -KL	E	3/08/2023	1,099.13		006661		
I-2037344909	MISC BOOKS -KL	E	3/08/2023	402.18		006661		3,064.34
	*** VENDOR TOTALS ***					1 CHECKS		3,064.34
006717	BAYCOM INC							
I-BENCHINV_009019	CAT 6 CABLE INSTALL - FD	R	3/06/2023	376.00		241884		376.00
	*** VENDOR TOTALS ***					1 CHECKS		376.00
004098	BLACKBURN MANUFACTURING C							
I-0696647-IN	LOCATE FLAGS - TRAFFIC	R	3/06/2023	1,215.25		241885		1,215.25
	*** VENDOR TOTALS ***					1 CHECKS		1,215.25
005950	BLACKSTONE AUDIO INC							
I-2086173	MULTIMEDIA/SHELF SVCS-KL	R	3/06/2023	87.36		241886		
I-2086834	MULTIMEDIA/SHELF SVCS-KL	R	3/06/2023	121.84		241886		
I-2086874	MULTIMEDIA/ SHELF SVCS	R	3/06/2023	43.54		241886		
I-2088063	MULTIMEDIA/SHELF SVCS-KL	R	3/06/2023	513.16		241886		
I-2088071	MULTIMEDIA/SHELF SVCS-KL	R	3/06/2023	41.95		241886		807.85
	*** VENDOR TOTALS ***					1 CHECKS		807.85
008100	BOMGAARS SUPPLY INC							
I-65049449	BOOTS - KEN BRYANT	R	3/06/2023	129.74		241887		129.74
	*** VENDOR TOTALS ***					1 CHECKS		129.74
005174	BOUND TREE MEDICAL LLC							
I-84852236	EMS SUPPLIES - FD	R	3/06/2023	135.19		241888		
I-84858735	EMS SUPPLIES - FD	R	3/06/2023	291.06		241888		
I-84860302	EMS SUPPLIES - FD	R	3/06/2023	409.79		241888		836.04
	*** VENDOR TOTALS ***					1 CHECKS		836.04
011616	TANYA BOYLE							
I-02/23-03/23BOOTCMP	2/14-3/8/23 BOOTCAMPs	E	3/08/2023	200.00		006723		200.00
	*** VENDOR TOTALS ***					1 CHECKS		200.00
004591	GREATER DSM COMMUNITY FOUNDATI							
I-FY23 #3	FY23 #3 HOTEL/MOTEL CONTRBTN	R	3/06/2023	108,810.20		241889		108,810.20
	*** VENDOR TOTALS ***					1 CHECKS		108,810.20

VENDOR SET: 01 City of Ankeny
 BANK: APGBW FIRST INTERSTATE BANK
 DATE RANGE: 2/23/2023 THRU 3/08/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
000127	BRICK GENTRY PC							
I-389861	12/25/22 STATEMENT 224.011	R	3/06/2023	2,340.00		241890		
I-391004	1/25/23 STATEMENT 224.022	R	3/06/2023	645.00		241890		
I-391007	1/25/23 STATEMENT 224.011	R	3/06/2023	780.00		241890		3,765.00
	*** VENDOR TOTALS ***					1 CHECKS		3,765.00
008738	BULB GUY LIGHTING							
I-18985	BULBS - CH	E	3/08/2023	257.16		006702		257.16
	*** VENDOR TOTALS ***					1 CHECKS		257.16
005643	CALIBER IOWA, LLC							
I-RES#2020-325	WTR MN UPSZ-CRTYRD HVST RDG P4	R	3/06/2023	7,315.00		241891		7,315.00
	*** VENDOR TOTALS ***					1 CHECKS		7,315.00
000385	CAPITAL CITY EQUIPMENT CO							
I-19330K	UNIT #650 PARTS	E	3/08/2023	21.04		006669		
I-19331K	UNIT #650 PARTS	E	3/08/2023	483.49		006669		
I-33781D	UNIT #234 DOOR SEAL/GLASS	E	3/08/2023	360.82		006669		865.35
	*** VENDOR TOTALS ***					1 CHECKS		865.35
000453	CARQUEST AUTO PARTS							
I-2330-779376	HYDRAULIC HOSES - CG	R	3/06/2023	768.00		241892		768.00
	*** VENDOR TOTALS ***					1 CHECKS		768.00
005278	CDW GOVERNMENT							
I-GS09087	NETSKOPE RENEWAL	E	3/08/2023	22,207.50		006695		22,207.50
	*** VENDOR TOTALS ***					1 CHECKS		22,207.50
003072	QWEST CORPORATION							
I-02/04/2023	02/2023 STATEMENT - TRAFFIC	R	3/06/2023	100.89		241893		100.89
	*** VENDOR TOTALS ***					1 CHECKS		100.89
000426	CERTIFIED POWER INC							
I-40521394	NEEDLE VALVE - STREETS	R	3/06/2023	111.74		241894		
I-40521553	SPARE PLOW MODULES - PW	R	3/06/2023	1,551.88		241894		1,663.62
	*** VENDOR TOTALS ***					1 CHECKS		1,663.62
001294	CENTRAL IOWA EMS DIRECTORS							
I-22NREMT-17003	NREMT REFRESH - A. LITTLE	R	3/06/2023	75.00		241895		75.00
	*** VENDOR TOTALS ***					1 CHECKS		75.00
011576	CINTAS CORPORATION							
I-4145939122	2/08/23 SVCS - WASTE WATER	R	3/06/2023	137.14		241896		
I-4146492015	MAT/UNIFORM RENTAL -OCM	R	3/06/2023	54.03		241896		
I-4146492016	BANQUET SUPPLIES - OC	R	3/06/2023	66.72		241896		
I-4146496686	2/14/23 SVCS - PSB	R	3/06/2023	64.75		241896		
I-4146503822	MAT RENTAL -LAKESIDE	R	3/06/2023	17.12		241896		
I-4146503913	MAT /UNIFORM RENTALS -PKS	R	3/06/2023	113.23		241896		

VENDOR SET: 01 City of Ankeny
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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
I-4146627402	2/15/23 SVCS - WASTE WATER	R	3/06/2023	135.51		241896		
I-4147244898	UNIFORM RENTALS -OCM	R	3/06/2023	23.20		241896		
I-4147256287	2/21/23 SVCS - WATER	R	3/06/2023	178.24		241896		
I-4147256352	2/21/23 SVCS - STREETS	R	3/06/2023	402.39		241896		
I-4147256492	MAT RENTALS -ACC	R	3/06/2023	63.81		241896		
I-4147256562	MAT/UNIFORM RENTAL- PKS	R	3/06/2023	113.23		241896		
I-4147887179	MAT RENTALS - KL	R	3/06/2023	149.86		241896		1,519.23
	*** VENDOR TOTALS ***					1 CHECKS		1,519.23
002407	CIVIL DESIGN ADVANTAGE LLC							
I-40068 #32	PAY 32-NW 18TH ST EXT-WGL/SPRC	E	3/08/2023	6,265.00		006685		6,265.00
	*** VENDOR TOTALS ***					1 CHECKS		6,265.00
011740	CAROL CLICK							
I-02272023-CLICK	OVERPAYMENT REFUND-KL	R	3/06/2023	100.00		241897		
I-20212022-SEG	DAMAGE DEPOSIT REFUND	R	3/06/2023	100.00		241897		200.00
	*** VENDOR TOTALS ***					1 CHECKS		200.00
005084	CMS COMMUNICATIONS INC							
I-2301270-IN	HEADSET - FD	R	3/06/2023	185.17		241898		185.17
	*** VENDOR TOTALS ***					1 CHECKS		185.17
004289	COMMUNICATION DATA LINK							
I-55031	FIBER REPAIR FOR SECURITY CAM	R	3/06/2023	425.00		241899		425.00
	*** VENDOR TOTALS ***					1 CHECKS		425.00
009277	CONVERGE ONE INC							
I-IE103854	MARAKI LEAK DETECT CABLE - IT	E	3/08/2023	328.15		006708		
I-IE9103531	MERAKI MT SENSORS	E	3/08/2023	3,410.15		006708		
I-IE9103687	MERAKI MR WIRELESS	E	3/08/2023	2,036.60		006708		5,774.90
	*** VENDOR TOTALS ***					1 CHECKS		5,774.90
011741	COSA							
I-0311202013-COS	DAMAGE DEPOSIT REFUND	R	3/06/2023	100.00		241900		
I-0311202013-COS-2	OVERPAYMENT REFUND	R	3/06/2023	162.50		241900		262.50
	*** VENDOR TOTALS ***					1 CHECKS		262.50
010085	CONRAD CRUTHIRDS							
I-10/22-12/22FITNESS	10/22-12/22 FITNESS REIMBRSMNT	E	3/08/2023	54.00		006722		54.00
	*** VENDOR TOTALS ***					1 CHECKS		54.00
001654	CUMMINS, INC							
I-J4-27644	UNIT #120 ELEMENT	E	3/08/2023	168.50		006678		168.50
	*** VENDOR TOTALS ***					1 CHECKS		168.50

VENDOR SET: 01 City of Ankeny
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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
011737	TRICIA DAUTERIVE							
I-02/27/23	STORMWATER BMP REIMBURSEMENT	R	3/06/2023	75.00		241901		75.00
	*** VENDOR TOTALS ***					1 CHECKS		75.00
003359	KEVIN DEAVER							
I-01/23-02/23MA	FY23 MARTIAL ARTS JAN-FEB	E	3/08/2023	3,473.60		006688		3,473.60
	*** VENDOR TOTALS ***					1 CHECKS		3,473.60
000758	DES MOINES IRON & SUPPLY CO							
I-1904673907	SNOW PLOW REPAIR PARTS-PKS	R	3/06/2023	29.75		241902		
I-1904674009	POOL REPAIR IRON - AC	R	3/06/2023	34.51		241902		64.26
	*** VENDOR TOTALS ***					1 CHECKS		64.26
000843	THE DES MOINES REGISTER							
I-0005336849	01/2023 LEGAL PUBLICATIONS	E	3/08/2023	3,031.66		006676		3,031.66
	*** VENDOR TOTALS ***					1 CHECKS		3,031.66
001353	THE DES MOINES REGISTER							
I-DM3906964 FY23	4/1/23-3/31/24 RENEWAL-CLERK	R	3/06/2023	395.03		241903		395.03
	*** VENDOR TOTALS ***					1 CHECKS		395.03
000700	DES MOINES STAMP MFG CO							
I-1214491	RETURN STAMP - CITY CLERK	E	3/08/2023	39.00		006675		39.00
	*** VENDOR TOTALS ***					1 CHECKS		39.00
001327	GL ANKENY LLC							
I-149448 DOW	UNIT #905 HOOD CLIP	R	3/06/2023	8.19		241904		
I-149573 DOW	UNIT #935 HEX NUTS	R	3/06/2023	11.69		241904		19.88
	*** VENDOR TOTALS ***					1 CHECKS		19.88
000161	DEWEY FORD INC							
I-600687 FOW	UNIT #116 PARTS	R	3/06/2023	37.44		241905		37.44
	*** VENDOR TOTALS ***					1 CHECKS		37.44
002143	DOORS INC							
I-331178	BATHROOM STALL HANDLE - ACC	E	3/08/2023	574.00		006682		574.00
	*** VENDOR TOTALS ***					1 CHECKS		574.00
000299	DRA PROPERTIES LC							
I-RES#2021-318	SDWK/WTR MN OVRSZ-CENT EST P3	R	3/06/2023	8,335.18		241906		8,335.18
	*** VENDOR TOTALS ***					1 CHECKS		8,335.18
000186	ELECTRONIC ENGINEERING							
I-80065195	03/2023 STATEMENT -ENGINEERING	E	3/08/2023	26.50		006662		
I-80065319, 80065192	03/2023 STATEMENT - PK MAINT	E	3/08/2023	296.50		006662		
I-80065320, 80065193	03/2023 STATEMENT - PW	E	3/08/2023	930.00		006662		
I-80065321, 80065194	03/2023 STATEMENT - MU	E	3/08/2023	440.50		006662		1,693.50
	*** VENDOR TOTALS ***					1 CHECKS		1,693.50

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008988	ELITE GLASS & METAL LLC							
I-SM-18609	GARAGE DOOR GLASS INSTALL-FD	R	3/06/2023	475.00		241907		
I-SM-18976	CLADING INSTALLATION-ACC	R	3/06/2023	200.00		241907		675.00
	*** VENDOR TOTALS ***					1 CHECKS		675.00
011454	ENCORE DANCE ACADEMY							
I-02/23 CHEER/HIPHOP FY23 FEBRUARY ENCORE		E	3/08/2023	1,632.00		006716		1,632.00
	*** VENDOR TOTALS ***					1 CHECKS		1,632.00
008516	TINA ERICKSON							
I-10/22&12/22FITNESS 10/22 AND 12/22 FITNESS		E	3/08/2023	36.00		006720		36.00
	*** VENDOR TOTALS ***					1 CHECKS		36.00
009206	EROSION WORX INC							
I-22-3495	WATERCREST SEED	R	3/06/2023	1,450.00		241908		1,450.00
	*** VENDOR TOTALS ***					1 CHECKS		1,450.00
005478	EXCEL MECHANICAL COMPANY INC							
I-160206	AMP HEATER ELEMENT	E	3/08/2023	1,066.88		006696		1,066.88
	*** VENDOR TOTALS ***					1 CHECKS		1,066.88
002285	FASTENAL COMPANY							
I-IADES425966	STREET SUPPLIES - PW	E	3/08/2023	12.60		006683		12.60
	*** VENDOR TOTALS ***					1 CHECKS		12.60
011734	JOHN H CLAUSSEN							
I-2746	2/22/2023 CARPET CLEANING-OC	E	3/08/2023	660.00		006717		660.00
	*** VENDOR TOTALS ***					1 CHECKS		660.00
002078	FOTH & VAN DYKE LLC							
I-82161 #32	PAY 32-W1ST ST WDNG/IMP PH1	E	3/08/2023	16,063.73		006681		
I-82297 #10	PAY 10-N 4MILE CRK TRNK SWR	E	3/08/2023	7,310.00		006681		23,373.73
	*** VENDOR TOTALS ***					1 CHECKS		23,373.73
011379	FOUNTAIN VIEW ESTATES HOME OWN							
I-02192023-FVE	DAMAGE DEPOSIT REFUND	R	3/06/2023	100.00		241909		100.00
	*** VENDOR TOTALS ***					1 CHECKS		100.00
011377	STRAND ASSOCIATES, INC.							
I-0193857 #22	PAY 22-ANKENY ASR	R	3/06/2023	25,763.36		241910		25,763.36
	*** VENDOR TOTALS ***					1 CHECKS		25,763.36
000211	GALE							
I-80674095	FEB LG PRINT DIST 5 PLAN	E	3/08/2023	44.99		006663		
I-80709736	FEB AFRICAN AM 2 PLAN	E	3/08/2023	50.23		006663		
I-80709822	FEB THRILLER ADVTRE SUS 3 PLN	E	3/08/2023	79.47		006663		
I-80709896	FEB AMISH FICTION 3 PLAN	E	3/08/2023	72.72		006663		
I-80709989	FEB CLEAN READS 3 PLAN	E	3/08/2023	72.72		006663		

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I-80710298	FEB SOFTCOVER ROMANCE 3 PLN	E	3/08/2023	61.47		006663		
I-80710371	FEB HISTORY FACT FCTN 2 PLAN	E	3/08/2023	52.48		006663		
I-80721298	FEBRUARY 5 STAR WESTERN 2 PLN	E	3/08/2023	38.92		006663		473.00
	*** VENDOR TOTALS ***					1 CHECKS		473.00
003712	GALLS, LLC							
I-023433596	BADGES - FD	R	3/06/2023	323.82		241911		
I-023474223	UNIFORMS - FD	R	3/06/2023	64.39		241911		388.21
	*** VENDOR TOTALS ***					1 CHECKS		388.21
001775	GENERAL FIRE AND SAFETY							
I-65623	VEHICLE FIRST AID KIT - CG	E	3/08/2023	510.00		006679		510.00
	*** VENDOR TOTALS ***					1 CHECKS		510.00
009681	GENERAL TRAFFIC CONTROLS, INC							
I-22976	BELL CAMERAS REPAIR	E	3/08/2023	2,368.00		006712		2,368.00
	*** VENDOR TOTALS ***					1 CHECKS		2,368.00
009102	GOLDEN VALLEY SUPPLY CO OF IOW							
I-I088344-IN	REPLACEMENT CEILING TILES-PD	E	3/08/2023	128.48		006705		128.48
	*** VENDOR TOTALS ***					1 CHECKS		128.48
000227	GRAINGER							
C-9613975458	CR: EYE WASH PARTS FD	E	3/08/2023	61.92CR		006664		
I-9602578008	EAR PLUGS - MU	E	3/08/2023	120.66		006664		
I-9609702114	PARTS FOR TOILETS - PKS	E	3/08/2023	630.27		006664		
I-9610134778	EYE WASH PARTS - FD	E	3/08/2023	61.92		006664		750.93
	*** VENDOR TOTALS ***					1 CHECKS		750.93
004543	GREATER DES MOINES CONVENTION							
I-FY23 #3	FY23 #3 HOTEL/MOTEL CONTRBTN	E	3/08/2023	108,810.20		006690		108,810.20
	*** VENDOR TOTALS ***					1 CHECKS		108,810.20
010743	GREENS APPLIANCE							
I-49638459	DRYER REPAIRS - FS#3	R	3/06/2023	430.00		241912		430.00
	*** VENDOR TOTALS ***					1 CHECKS		430.00
000252	GRIMES ASPHALT AND PAVING CORP							
I-23534	2/10/2023 COLD MIX	R	3/06/2023	1,564.80		241913		1,564.80
	*** VENDOR TOTALS ***					1 CHECKS		1,564.80
005993	HANDLEY LAW FIRM							
I-2/17/2023	JANUARY 2023 SERVICES - PD	E	3/08/2023	11,880.00		006700		11,880.00
	*** VENDOR TOTALS ***					1 CHECKS		11,880.00

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009448	PAULA KAY CASKEY							
I-17	PANTS HEMMING - FD	E	3/08/2023	40.00		006710		40.00
	*** VENDOR TOTALS ***					1 CHECKS		40.00
001047	HPC LLC							
I-4577	PSB INSULATION	R	3/06/2023	2,960.00		241914		2,960.00
	*** VENDOR TOTALS ***					1 CHECKS		2,960.00
001815	HAWKEYE TRUCK EQUIPMENT							
I-157115	UNIT #201 PLOW KIT	R	3/06/2023	69.22		241915		69.22
	*** VENDOR TOTALS ***					1 CHECKS		69.22
011727	HOMELESS TRAINING INSTITUTE LL							
I-2 16 2023	FY23 TRAININGS MEMBERSHIP-HS	R	3/06/2023	1,049.00		241916		1,049.00
	*** VENDOR TOTALS ***					1 CHECKS		1,049.00
004196	HYDRAQUIP LTD							
I-69217	UNIT #867 HOSE/ENDS	R	3/06/2023	55.30		241917		55.30
	*** VENDOR TOTALS ***					1 CHECKS		55.30
000253	HY-VEE INC							
I-014007	SNOW MEALS - PW	R	3/06/2023	258.98		241918		
I-014245	SNOW MEALS - PW	R	3/06/2023	122.48		241918		
I-014248	SNOW MEALS - PW	R	3/06/2023	183.98		241918		
I-5873995917	FLORAL ARRANGEMENTS-P&R	R	3/06/2023	285.00		241918		
I-5874027996	FLORAL ARRANGEMENTS-P&R	R	3/06/2023	285.00		241918		1,135.44
	*** VENDOR TOTALS ***					1 CHECKS		1,135.44
008906	IMAGE TREND INC							
I-140893	JAN 2023 BILLING BRIDGE	E	3/08/2023	897.25		006703		897.25
	*** VENDOR TOTALS ***					1 CHECKS		897.25
000263	INLAND TRUCK PARTS							
I-IN-1316473	PUSH-IN CONNECTOR - CG	E	3/08/2023	22.20		006665		22.20
	*** VENDOR TOTALS ***					1 CHECKS		22.20
000870	INTERNATIONAL INSTITUTE							
I-FY23 YUSKA, MICHEL	ANNUAL MEMBERSHIP DUES	R	3/06/2023	225.00		241919		225.00
	*** VENDOR TOTALS ***					1 CHECKS		225.00
000407	INTERSTATE ALL BATTERY CENTER							
I-1925901006948	REBUILD REPAIR - FD	R	3/06/2023	64.99		241920		
I-1925901007132	BATTERIES - FD	R	3/06/2023	174.15		241920		239.14
	*** VENDOR TOTALS ***					1 CHECKS		239.14

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000266	INTERSTATE BATTERY SYSTEM							
I-40213016	BATTERIES - CG	E	3/08/2023	263.90		006666		
I-600932	UNIT #301 BATTERY	E	3/08/2023	137.95		006666		
I-852943	UNIT #863 BATTERY	E	3/08/2023	87.95		006666		489.80
	*** VENDOR TOTALS ***					1 CHECKS		489.80
002623	INTERSTATE INDUSTRIAL INSTRUME							
I-III-0300315-02	58 LITER QUAD GAS - MU	R	3/06/2023	335.11		241921		
I-III-0300396-01	REGULATOR - MU	R	3/06/2023	161.50		241921		496.61
	*** VENDOR TOTALS ***					1 CHECKS		496.61
001120	IOWA DEPARTMENT OF COMMER							
I-FY23/24 LC0036836	FY23/24 LIQUOR LICENSE RNWL-OC	D	2/23/2023	1,625.00		002165		1,625.00
	*** VENDOR TOTALS ***					1 CHECKS		1,625.00
000269	IOWA DEPT OF TRANSPORTATION							
I-CI-0013586	AIRMETER CALIBRATION - ENG	R	3/06/2023	483.00		241922		483.00
	*** VENDOR TOTALS ***					1 CHECKS		483.00
004476	IOWA MEDICAID ENTERPRISE							
I-03 2023	MAR 2023 GEMT STATE SHARE	R	3/06/2023	14,601.93		241923		14,601.93
	*** VENDOR TOTALS ***					1 CHECKS		14,601.93
000743	IOWA MUNICIPAL FINANCE OFFICER							
I-FY23 YUSKA	FY23 IMFOA MEMBERSHIP	R	3/06/2023	50.00		241924		50.00
	*** VENDOR TOTALS ***					1 CHECKS		50.00
005407	IOWA MUNICIPALITIES WORKERS'							
I-INV86261	FY21 411 MED DED JAN	R	3/06/2023	108.30		241925		
I-INV86262	FY22 411 MED DED JAN	R	3/06/2023	3,107.20		241925		
I-INV86263	FY23 411 MED DED JAN	R	3/06/2023	1,428.02		241925		
I-INV86264	FY20 MED DED JAN	R	3/06/2023	8,981.94		241925		
I-INV86265	FY22 MED DED JAN	R	3/06/2023	11,401.64		241925		
I-INV86266	FY23 MED DED JAN	R	3/06/2023	3,473.04		241925		28,500.14
	*** VENDOR TOTALS ***					1 CHECKS		28,500.14
000272	IOWA PRISON INDUSTRIES							
I-034900	NO PARKING SIGNS - PKS	R	3/06/2023	84.60		241926		84.60
	*** VENDOR TOTALS ***					1 CHECKS		84.60
009002	IOWA PUMP WORKS, INC							
I-INV019734	SAYLOR LS DIALER - MU	E	3/08/2023	4,336.00		006704		4,336.00
	*** VENDOR TOTALS ***					1 CHECKS		4,336.00

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000644	IOWA SIGNAL INC							
I-5490	HANDHOLE REPAIR - IA DOT	R	3/06/2023	2,740.00		241927		2,740.00
000644	IOWA SIGNAL INC							
I-5493	TRAFFIC SIGNAL REPAIR	R	3/06/2023	4,840.00		241928		4,840.00
	*** VENDOR TOTALS ***					2 CHECKS		7,580.00
003146	IOWA TURFGRASS OFFICE							
I-03160	FY23 MEMBERSHIP RENEWAL-LB	R	3/06/2023	150.00		241929		150.00
	*** VENDOR TOTALS ***					1 CHECKS		150.00
000065	RENEWABLE ENERGY GROUP INC							
I-570958	2/20/23 80/20 BLEND / 87E10	E	3/08/2023	20,975.72		006660		20,975.72
	*** VENDOR TOTALS ***					1 CHECKS		20,975.72
004783	KELTEK INCORPORATED							
I-7603 REISSUE	UNIT #240 PARTS	E	3/08/2023	752.84		006691		
I-7607 REISSUE	UNIT #226 PARTS	E	3/08/2023	188.21		006691		941.05
	*** VENDOR TOTALS ***					1 CHECKS		941.05
009201	KIESLER POLICE SUPPLY INC							
I-IN208624	AMMUNITION - PD	E	3/08/2023	400.22		006706		400.22
	*** VENDOR TOTALS ***					1 CHECKS		400.22
000581	MIDWEST MOTOR SUPPLY CO INC							
I-100764620	MISC BOLTS/NUTS/SCREWS-PKS	E	3/08/2023	420.18		006673		420.18
	*** VENDOR TOTALS ***					1 CHECKS		420.18
011719	DANIEL KNUDSON							
I-2/10/2023 REISSUE	MAILBOX REPLACEMENT	R	3/06/2023	95.38		241930		95.38
	*** VENDOR TOTALS ***					1 CHECKS		95.38
005189	KULLY SUPPLY INC							
I-600279	TOILET PARTS - PD	E	3/08/2023	187.57		006694		
I-603727	URINAL PARTS - PD	E	3/08/2023	23.46		006694		
I-604349	TOILET PARTS -FD	E	3/08/2023	187.57		006694		
I-604744	TOILET PARTS - KL	E	3/08/2023	50.30		006694		448.90
	*** VENDOR TOTALS ***					1 CHECKS		448.90
002368	LAWSON PRODUCTS INC							
I-9310316117	VEHICLE SUPPLIES - CG	E	3/08/2023	244.18		006684		244.18
	*** VENDOR TOTALS ***					1 CHECKS		244.18

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004810	LOGAN CONTRACTORS SUPPLY							
I-B40510	REPAIR PARTS - MU	E	3/08/2023	86.22		006692		86.22
	*** VENDOR TOTALS ***					1 CHECKS		86.22
000470	LUMEN							
I-628773170	2/12/2023 STATEMENT	E	3/08/2023	690.21		006671		690.21
	*** VENDOR TOTALS ***					1 CHECKS		690.21
009473	MACQUEEN EQUIPMENT, LLC							
I-P18896	UNIT #664 HEAT SHIELD	R	3/06/2023	170.77		241931		170.77
	*** VENDOR TOTALS ***					1 CHECKS		170.77
000497	MANUFACTURERS' NEWS INC							
I-709208-00-2023	2023 IA MANUFACTURERS REGISTER	R	3/06/2023	134.90		241932		134.90
	*** VENDOR TOTALS ***					1 CHECKS		134.90
001799	MARTIN MARIETTA AGGREGATE							
I-37922524	1/16/23 1" CLEAN	R	3/06/2023	1,095.74		241933		
I-37979566	1/23/23 1" CLEAN	R	3/06/2023	1,087.40		241933		
I-38044504	1/31/23 1" CLEAN	R	3/06/2023	963.92		241933		3,147.06
	*** VENDOR TOTALS ***					1 CHECKS		3,147.06
004747	MENARDS							
C-81454	CR:TOILET PARTS -PD	R	3/06/2023	16.47CR		241934		
I-80953	DUCT SIL/HARDBOARD -PW	R	3/06/2023	86.43		241934		
I-81137	GAS CYLINDER - TRAFFIC	R	3/06/2023	68.94		241934		
I-81171	LEVEL - TRAFFIC	R	3/06/2023	31.96		241934		
I-81174	RUBBER SEAL BRN LRG-FD	R	3/06/2023	10.44		241934		
I-81200	TOGGLE/MLDNG/PBIT/HEX-PD	R	3/06/2023	59.20		241934		
I-81226	C-CLAMPS - TRAFFIC	R	3/06/2023	68.90		241934		
I-81275	GLOVES - TRAFFIC	R	3/06/2023	17.96		241934		
I-81287	WASTE WATER PARTS - MU	R	3/06/2023	234.00		241934		
I-81306	TOILET SEAL/WAX SEAL - PD	R	3/06/2023	16.47		241934		
I-81345	WATER EQUIPMENT - MU	R	3/06/2023	241.98		241934		
I-81373	COFFEE/VALVES/ADPTRS-PKS	R	3/06/2023	94.42		241934		
I-81466	WATER/FUNNEL/MAG LVL-PKS	R	3/06/2023	16.59		241934		
I-81501	PAINT SUPPLIES -PRSC	R	3/06/2023	90.55		241934		
I-81513	PRIMER/POLE/FLEX/YLLW-KL	R	3/06/2023	37.74		241934		
I-81520	CHISELS - MU	R	3/06/2023	29.98		241934		
I-81592	WASTE WATER PARTS - MU	R	3/06/2023	353.21		241934		
I-81603	WINGGARD/ROUND BOX-PW	R	3/06/2023	31.20		241934		
I-81627	CNCTR/PLIERS -PW	R	3/06/2023	17.51		241934		
I-81628	POST MOUNT/NMBRS/LUMBER-PW	R	3/06/2023	92.61		241934		
I-81660	BROOMS/LED - FD	R	3/06/2023	76.90		241934		
I-81760	DR DEEP/LOW PROW CVR/GFCI-PKS	R	3/06/2023	49.03		241934		
I-81767	LIGHT PARTS-HWKY TENNIS CTS	R	3/06/2023	15.85		241934		
I-81810	DIAMOND DRILL BIT - PD	R	3/06/2023	14.99		241934		
I-81815	ANCHOR/DRIP - PD	R	3/06/2023	16.26		241934		

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I-81834	SINK PARTS -CH	R	3/06/2023	33.96		241934		
I-81884	TEXTURED 2X4 CEILING TILES-PD	R	3/06/2023	54.90		241934		1,845.51
	*** VENDOR TOTALS ***					1 CHECKS		1,845.51
000271	MIDAMERICAN ENERGY COMPANY							
I-FY23#9 1695158009	2/14/2023 STATEMENT	E	3/08/2023	126,392.77		006667		126,392.77
	*** VENDOR TOTALS ***					1 CHECKS		126,392.77
000341	MIDWEST OFFICE TECHNOLOGY							
I-INST349359	MACHINE CLEANING - PD	R	3/06/2023	150.00		241935		
I-INST349366	MAINTENANCE KIT REPAIRS - PW	R	3/06/2023	296.40		241935		446.40
	*** VENDOR TOTALS ***					1 CHECKS		446.40
011571	MIDWEST PLAYSCAPES INC							
I-9985	PLAYDOZER - PRSC	R	3/06/2023	469.48		241936		469.48
	*** VENDOR TOTALS ***					1 CHECKS		469.48
000945	MIDWEST WHEEL COMPANIES							
I-3131304-00	UNIT #220 MUDFLAPS	R	3/06/2023	84.92		241937		84.92
	*** VENDOR TOTALS ***					1 CHECKS		84.92
008146	MIKE'S METRO LOCK AND SAFE							
I-032043	LEVER REPAIR - MU	R	3/06/2023	235.00		241938		235.00
	*** VENDOR TOTALS ***					1 CHECKS		235.00
011620	BRODY MILLER							
I-01/25/2023 BOOTS	01/25/23 BOOT REIMBURSEMENT	E	3/08/2023	140.00		006724		140.00
	*** VENDOR TOTALS ***					1 CHECKS		140.00
1	BERRYHILL, HUNTER							
I-000202303019670	US REFUND	R	3/06/2023	19.20		241858		19.20
1	BREWER, MARCUS & BETR							
I-000202303019679	US REFUND	R	3/06/2023	55.47		241859		55.47
1	ENBUSK, KRISTIN							
I-000202303019676	US REFUND	R	3/06/2023	23.72		241860		23.72
1	GARLAND, JESSICA & B							
I-000202303019673	US REFUND	R	3/06/2023	97.46		241861		97.46
1	GILBERT, TRAVIS							
I-000202303019669	US REFUND	R	3/06/2023	91.10		241862		91.10

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1	KIRKPATRICK, ROBERT							
I-000202303019677	US REFUND	R	3/06/2023	43.36		241863		43.36
1	OKOREN, CLAIRE							
I-000202303019671	US REFUND	R	3/06/2023	49.71		241864		49.71
1	SANDOVAL, SALVADOR							
I-000202303019678	US REFUND	R	3/06/2023	100.00		241865		100.00
1	SCHLADER, CLARE							
I-000202303019675	US REFUND	R	3/06/2023	92.11		241866		92.11
1	THOMPSON, JOHN							
I-000202303019668	US REFUND	R	3/06/2023	93.27		241867		93.27
1	THORNTON, FRANCIS							
I-000202303019665	US REFUND	R	3/06/2023	100.00		241868		100.00
1	VAZQUEZ, YEZIEL							
I-000202303019672	US REFUND	R	3/06/2023	33.19		241869		33.19
1	VIANA, EDUARDO							
I-000202303019666	US REFUND	R	3/06/2023	100.00		241870		100.00
1	WEAVER, JOSHUA							
I-000202303019680	US REFUND	R	3/06/2023	50.99		241871		50.99
1	WESTPHAL, JULIE							
I-000202303019667	US REFUND	R	3/06/2023	61.00		241872		61.00
1	WILSON, COLTON							
I-000202303019674	US REFUND	R	3/06/2023	23.94		241873		23.94
*** VENDOR TOTALS ***						16 CHECKS		1,034.52
010051	MOBOTREX INC							
I-263600	LED MODULES - CIP	E	3/08/2023	5,634.00		006714		5,634.00
*** VENDOR TOTALS ***						1 CHECKS		5,634.00
004765	MOODY'S INVESTORS SERVICE							
I-P0413788	GO BONDS SERIES 2022A-INTL FEE	R	3/06/2023	33,000.00		241939		33,000.00
*** VENDOR TOTALS ***						1 CHECKS		33,000.00
003162	SID TOOL CO. INC							
I-84103226	ANNULAR CTR - STREETS	R	3/06/2023	244.26		241940		244.26
*** VENDOR TOTALS ***						1 CHECKS		244.26

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
006756	MTI DISTRIBUTING INC							
I-1375175-00	UNIT #827 FILTERS	R	3/06/2023	20.14		241941		20.14
	*** VENDOR TOTALS ***					1 CHECKS		20.14
006750	MUNICIPAL PIPE TOOL							
I-33495	WATER PUMP - MU	R	3/06/2023	19,789.50		241942		
I-33496	#742 REPAIRS	R	3/06/2023	9,153.19		241942		28,942.69
	*** VENDOR TOTALS ***					1 CHECKS		28,942.69
000350	MUNICIPAL SUPPLY INC							
I-0860995-IN	DISTRIBUTION PARTS - MU	R	3/06/2023	3,103.30		241943		
I-0861271-IN	DISTRIBUTION PARTS - MU	R	3/06/2023	587.85		241943		
I-0861271-IN A	DISTRIBUTION PARTS - MU	R	3/06/2023	2,332.04		241943		
I-0861836-IN	METERS - MU	R	3/06/2023	12,257.00		241943		
I-0861933-IN	DISTRIBUTION PARTS - MU	R	3/06/2023	381.87		241943		
I-0861934-IN	WATER SUPPLIES - MU	R	3/06/2023	2,138.25		241943		
I-0861935-IN	METERS - MU	R	3/06/2023	2,180.00		241943		
I-0862248-IN	DISTRIBUTION PARTS - MU	R	3/06/2023	116.76		241943		
I-0862249-IN	WATER PARTS - MU	R	3/06/2023	10.60		241943		23,107.67
	*** VENDOR TOTALS ***					1 CHECKS		23,107.67
000278	POWERPLAN							
I-1980511	#228 REPAIRS	R	3/06/2023	1,291.25		241944		1,291.25
	*** VENDOR TOTALS ***					1 CHECKS		1,291.25
003057	NAPA AUTO PARTS							
C-2986-705789	CR: BEAM WARRANTY - CG	R	3/06/2023	21.88CR		241945		
I-2986-705144	UNIT #228 FLEETRUNKER BELT	R	3/06/2023	48.96		241945		
I-2986-705290	UNIT #255 OIL/FUEL/AIR FILTERS	R	3/06/2023	79.06		241945		
I-2986-705293	UNIT #116 DISC PADS	R	3/06/2023	208.70		241945		
I-2986-705311	UNIT #116 BRAKE ROTORS	R	3/06/2023	670.18		241945		
I-2986-705443	UNIT #608 OIL FILTER	R	3/06/2023	8.00		241945		
I-2986-705453	SHOP SUPPLIES - CG	R	3/06/2023	28.99		241945		
I-2986-705487	TOOL - CG	R	3/06/2023	6.99		241945		
I-2986-705545	UNIT #121 DASH VALVE	R	3/06/2023	59.94		241945		
I-2986-705663	SPARK PLUGS - CG	R	3/06/2023	11.76		241945		
I-2986-705681	UNIT #220 COMP UNION	R	3/06/2023	16.99		241945		
I-2986-705704	UNIT #905 PARTS	R	3/06/2023	154.99		241945		
I-2986-705705	UNIT #923 PARTS	R	3/06/2023	28.03		241945		
I-2986-705739	BEAM - CG	R	3/06/2023	110.48		241945		
I-2986-705747	CABLE TIES - CG	R	3/06/2023	49.99		241945		
I-2986-705777	BEAMS - CG	R	3/06/2023	32.82		241945		
I-2986-705793	AIR FILTER - CG	R	3/06/2023	26.00		241945		
I-2986-705795	CABLE TIES - CG	R	3/06/2023	69.98		241945		
I-2986-705805	PLOW TRUCK PARTS	R	3/06/2023	41.28		241945		
I-2986-705985	HYDRAULIC FILTER - CG	R	3/06/2023	10.51		241945		
I-2986-705994	#863 #865 #874 AIR/OIL FLTRS	R	3/06/2023	84.55		241945		
I-2986-706003	OIL/AIR FILTERS - CG	R	3/06/2023	118.40		241945		

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I-2986-706070	UNIT #935 PARTS	R	3/06/2023	167.48		241945		
I-2986-706090	OIL/FUEL/AIR FILTERS - CG	R	3/06/2023	91.75		241945		
I-2986-706094	OIL - CG	R	3/06/2023	7.49		241945		
I-2986-706097	OIL - CG	R	3/06/2023	89.88		241945		2,201.32
*** VENDOR TOTALS ***						1 CHECKS		2,201.32
000367	O'HALLORAN INTERNATIONAL							
C-31P189637	CR: UNIT #270 PARTS	E	3/08/2023	585.00CR		006668		
I-31P188362	UNIT #227 PARTS	E	3/08/2023	178.27		006668		
I-31P188664	UNIT #225 #227 PARTS	E	3/08/2023	401.80		006668		
I-31P188957	UNIT #225 NITROGEN OXIDE SENSR	E	3/08/2023	963.17		006668		
I-31P189048	#270 STEERING GEAR	E	3/08/2023	1,403.10		006668		
I-31P189497	UNIT #229 PARTS	E	3/08/2023	290.37		006668		
I-31P189564	UNIT #226 PARKING BRAKE	E	3/08/2023	273.99		006668		
I-31P189576	UNIT #229 PARTS	E	3/08/2023	467.09		006668		
I-31P189625	UNIT #270 PARTS	E	3/08/2023	30.20		006668		
I-31S24922	#225 REPAIRS	E	3/08/2023	1,019.60		006668		4,442.59
*** VENDOR TOTALS ***						1 CHECKS		4,442.59
003727	ODP BUSINESS SOLUTIONS, LLC							
C-291719633001	DISINFECTING WIPES BUCKET-KL	R	3/06/2023	93.54CR		241946		
I-287861099001	PAPER - KL	R	3/06/2023	187.96		241946		
I-290320667001	OFFICE SUPPLIES - PSB	R	3/06/2023	70.15		241946		
I-291399520002	COFFEE - PSB	R	3/06/2023	39.93		241946		
I-291997265001	OFFICE SUPPLIES - CH	R	3/06/2023	91.78		241946		
I-293250951001	PENCIL/WIPES/PADS/MKRS-KL	R	3/06/2023	179.00		241946		
I-293453148001	STAPLER - FINANCE	R	3/06/2023	50.00		241946		
I-293648354001	OFFICE SUPPLIES - CH	R	3/06/2023	82.65		241946		
I-293649056001	3M HOOK - CLERK	R	3/06/2023	5.19		241946		613.12
*** VENDOR TOTALS ***						1 CHECKS		613.12
007878	OVERDRIVE INC							
I-06497C023045803	MULTIMEDIA -KL	R	3/06/2023	256.74		241947		
I-06497C023057401	MULTIMEDIA - KL	R	3/06/2023	87.50		241947		
I-06497C023057684	MULTIMEDIA -KL	R	3/06/2023	196.49		241947		
I-06497DA23049720	MULTIMEDIA	R	3/06/2023	157.07		241947		
I-06497DA23056189	MULTIMEDIA -KL	R	3/06/2023	64.49		241947		762.29
*** VENDOR TOTALS ***						1 CHECKS		762.29
003105	P & M APPAREL							
I-52253	UNIFORMS - FD	E	3/08/2023	300.00		006686		300.00
*** VENDOR TOTALS ***						1 CHECKS		300.00

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004611	PETTY CASH							
I-02/2023 PRSC START	PRSC CONCSNS STARTUP/RESERVE	R	3/06/2023	275.00		241948		275.00
	*** VENDOR TOTALS ***					1 CHECKS		275.00
011708	PLAYAWAY PRODUCTS LLC							
I-420578	MULTIMEDIA - KL	R	3/06/2023	161.98		241949		
I-420772	MISC MULTIMEDIA - KL	R	3/06/2023	143.98		241949		
I-421299	MULTIMEDIA - KL	R	3/06/2023	994.11		241949		
I-421336	MULTIMEDIA - KL	R	3/06/2023	382.44		241949		1,682.51
	*** VENDOR TOTALS ***					1 CHECKS		1,682.51
011735	POINTES WEST HOA							
I-02/22/2023-PWH	DAMAGE DEPOSIT REFUND	R	3/06/2023	100.00		241950		100.00
	*** VENDOR TOTALS ***					1 CHECKS		100.00
000786	POLK COUNTY EMERGENCY							
I-02/2023 FY23	FY23 28E AGREEMENT-EMA	R	3/06/2023	33,943.50		241951		33,943.50
	*** VENDOR TOTALS ***					1 CHECKS		33,943.50
009386	POMP'S TIRE SERVICE, INC							
I-1400103068	UNIT #82 TIRE	E	3/08/2023	85.85		006709		85.85
	*** VENDOR TOTALS ***					1 CHECKS		85.85
000390	POSTMASTER							
I-2/20/2023 #18	USPS MARKETING MAIL-CITY CLERK	R	3/06/2023	290.00		241952		290.00
	*** VENDOR TOTALS ***					1 CHECKS		290.00
007983	PUSH PEDAL PULL INC							
I-354379	NUSTEP MACHINE	R	3/06/2023	7,499.00		241953		7,499.00
	*** VENDOR TOTALS ***					1 CHECKS		7,499.00
001789	QUALITY TRAFFIC CONTROL INC							
I-29532	CLEANUP COSTS	R	3/06/2023	2,500.00		241954		2,500.00
	*** VENDOR TOTALS ***					1 CHECKS		2,500.00
005557	RACOM CORPORATION							
I-RI-230074	EDACS/BEON ACCESS - FD	E	3/08/2023	2,015.25		006697		2,015.25
	*** VENDOR TOTALS ***					1 CHECKS		2,015.25
011633	KAREN ROSE							
I-02/23-03/23 SALSA	SALSA DANCE 02/23-03/23	E	3/08/2023	1,260.00		006725		1,260.00
	*** VENDOR TOTALS ***					1 CHECKS		1,260.00

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005570	SANDRY FIRE SUPPLY LLC							
I-INV-026168	LUMBAR PADS - FD	E	3/08/2023	513.00		006698		513.00
	*** VENDOR TOTALS ***					1 CHECKS		513.00
006963	DAVID SCHUMACHER							
I-01/09/2023 MEALS	1/9/23 MEAL REIMBURSEMENT	E	3/08/2023	39.41		006719		
I-02/13/2023 MEALS	02/13/23 MEAL REIMBURSMNT	E	3/08/2023	19.47		006719		58.88
	*** VENDOR TOTALS ***					1 CHECKS		58.88
004842	THE SHERWIN-WILLIAMS CO							
I-4483-7	PAINT - MU	R	3/06/2023	106.90		241955		106.90
	*** VENDOR TOTALS ***					1 CHECKS		106.90
011731	JAMES SINCLAIR							
I-2/16/23	MAILBOX REPLACEMENT	R	3/06/2023	300.00		241956		300.00
	*** VENDOR TOTALS ***					1 CHECKS		300.00
000990	SNYDER & ASSOCIATES INC							
I-119.0290.01 #38	PAY 38-SE CROSSWINDS DR-RISE	E	3/08/2023	2,907.37		006677		
I-120.0315.01 #25	PAY 25-N ANK BLVD LNDSCP IMPV	E	3/08/2023	1,902.50		006677		
I-120.0399.01 #28	PAY 28-DEL/8TH/WDNG/TRFC SGNL	E	3/08/2023	2,601.56		006677		
I-120.1005.01 #27	PAY 27-NW 36TH ST WDNG-ASH/ANK	E	3/08/2023	3,886.38		006677		
I-120.1005.01A-1	DESIGN SERVICES	E	3/08/2023	6,400.80		006677		
I-120.1113.01 #24	PAY 24-HTT TRNSMSN MN/DRNG IMP	E	3/08/2023	5,183.49		006677		
I-121.0352.01 #21	PAY 21-NW36TH ST/STATE INTRM	E	3/08/2023	3,918.13		006677		
I-121.0695.01 #19	PAY 19-NE DEL AVE RCON 5THTO18	E	3/08/2023	14,823.38		006677		
I-123.0135.01 #2	PAY 2-SE ORALABR RD/CRKVM SGNL	E	3/08/2023	13,685.25		006677		
I-123.0208.01-1	ADDTL URBAN RNWL - ED	E	3/08/2023	400.00		006677		
I-123.0251.01 #1	PAY 1-SE DEL/SE 54TH TRFC SGNL	E	3/08/2023	6,529.48		006677		62,238.34
	*** VENDOR TOTALS ***					1 CHECKS		62,238.34
002065	STAR EQUIPMENT LTD							
I-01668422	UNIT #205 OIL FILTER	E	3/08/2023	9.98		006680		9.98
	*** VENDOR TOTALS ***					1 CHECKS		9.98
000474	STATE HYGIENIC LABORATORY AR							
I-249319	12/31/2022 TESTING	E	3/08/2023	71.50		006672		71.50
	*** VENDOR TOTALS ***					1 CHECKS		71.50
011742	KENDRA STEPHEN							
I-02/27/23	MAILBOX REPLACEMENT EXP	R	3/06/2023	95.39		241957		95.39
	*** VENDOR TOTALS ***					1 CHECKS		95.39

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004820	SURFACE FINISHING COMPANY							
I-230059-000	SAND BLASTER PARTS	R	3/06/2023	1,110.30		241958		1,110.30
	*** VENDOR TOTALS ***					1 CHECKS		1,110.30
009540	TELEFLEX LLC							
I-9506553999	BLANKET PO TELEFLEX	E	3/08/2023	1,115.50		006711		1,115.50
	*** VENDOR TOTALS ***					1 CHECKS		1,115.50
004159	TOYNE INC							
I-IN0015740	GRAB RAIL - FD	R	3/06/2023	54.52		241959		54.52
	*** VENDOR TOTALS ***					1 CHECKS		54.52
004343	TRACTOR SUPPLY COMPANY							
I-359058	CNL LINK CONN 40 -PKS	R	3/06/2023	16.47		241960		16.47
	*** VENDOR TOTALS ***					1 CHECKS		16.47
000657	TRAFFIC AND TRANSPORTATION							
I-235013	PELCO POLE BASES - TRAFFIC	E	3/08/2023	2,900.00		006674		2,900.00
	*** VENDOR TOTALS ***					1 CHECKS		2,900.00
010088	TRUCK CENTER COMPANIES EAST LL							
I-XA301320518:01	UNIT #228 RADIATOR	E	3/08/2023	2,244.83		006715		2,244.83
	*** VENDOR TOTALS ***					1 CHECKS		2,244.83
000468	TRUCK EQUIPMENT INC							
I-310235	UNIT #220 PARTS	E	3/08/2023	812.06		006670		812.06
	*** VENDOR TOTALS ***					1 CHECKS		812.06
003278	DAVIS EQUIPMENT CORPORATION							
I-JI76935	UNIT #828 COUPLE/FILTERS	E	3/08/2023	237.69		006687		
I-JI77021	SWIVEL KIT UNIT #824	E	3/08/2023	164.86		006687		
I-JI77158	UNIT #867 CAM ROLLER/SPACERJAC	E	3/08/2023	158.92		006687		561.47
	*** VENDOR TOTALS ***					1 CHECKS		561.47
005813	EXECUTIVE SERVICES INC							
I-78585	BUSINESS CARDS -E.ANDERSON	E	3/08/2023	57.11		006699		57.11
	*** VENDOR TOTALS ***					1 CHECKS		57.11
006789	HD SUPPLY FACILITIES MAINTENAN							
I-122287	CHEMICALS - MU	E	3/08/2023	395.36		006701		395.36
	*** VENDOR TOTALS ***					1 CHECKS		395.36
006590	ADAM VANDER LEEST							
I-2/16/2023	SHADOW BOX REIMBURSE	E	3/08/2023	300.00		006718		300.00
	*** VENDOR TOTALS ***					1 CHECKS		300.00

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005012	VAN-WALL EQUIPMENT INC							
I-5775262	COIL - FD	E	3/08/2023	68.94		006693		
I-579947	UNIT #874 OIL FILTER/ELEMNT-OC	E	3/08/2023	46.44		006693		
I-5801959	WIEDENMANN PARTS-PRSC	E	3/08/2023	1,230.00		006693		
I-5804051	UNIT #864 SPRING	E	3/08/2023	45.65		006693		1,391.03
*** VENDOR TOTALS ***						1 CHECKS		1,391.03

000482	WALMART COMMUNITY							
I-09282 02/20/23	MOVIE FOR LOCK IN -P&R	R	3/06/2023	5.00		241961		5.00
*** VENDOR TOTALS ***						1 CHECKS		5.00

004796	WALSH DOOR & HARDWARE COMPANY							
I-791756	FILLER PLATE - ACC	R	3/06/2023	13.50		241962		
I-792240	REPAIR SECURITY CAMERA-PSB	R	3/06/2023	471.00		241962		484.50
*** VENDOR TOTALS ***						1 CHECKS		484.50

002569	WASTE CONNECTIONS INC							
I-3453089T071	1/1/23-1/31/23 SVCS -MAINT FAC	R	3/06/2023	373.50		241963		
I-3454966T071	2/1-2/28/23 SVCS - FS#1/ACC	R	3/06/2023	260.70		241963		
I-3454969T071	01/25/2023 SERVICES -OC PRO	R	3/06/2023	80.56		241963		
I-3454970T071	2/1-2/28/23 SERVICES -OCM	R	3/06/2023	44.82		241963		
I-3454972T071	02/01/23-02/28/23 SVCS -PK MNT	R	3/06/2023	238.67		241963		
I-3454974T071	1/10/23 SERVICES PRSC	R	3/06/2023	80.56		241963		
I-3454975T071	2/1-2/28/23 SVCS - PSB	R	3/06/2023	159.56		241963		
I-3454976T071	2/1-2/28/23 SVCS - WASTEWATER	R	3/06/2023	91.47		241963		1,329.84
*** VENDOR TOTALS ***						1 CHECKS		1,329.84

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	106	389,576.19	0.00	389,576.19
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	1	1,625.00	0.00	1,625.00
EFT:	67	453,325.27	0.00	453,325.27
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: APGWB TOTALS:	174	844,526.46	0.00	844,526.46
BANK: APGWB TOTALS:	174	844,526.46	0.00	844,526.46
REPORT TOTALS:	174	844,526.46	0.00	844,526.46

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: 2/23/2023 THRU 3/08/2023

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 6, 2023

5 : 30 PM

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns



ORIGINATING DEPARTMENT:

City Manager

COUNCIL GOAL:

Exercise Financial Discipline

ACTION REQUESTED:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Consider motion to adopt **RESOLUTION** declaring an official intent under Treasury Regulation 1.150-2 to issue debt to reimburse the City for certain original expenditures paid in connection with specified projects.

EXECUTIVE SUMMARY:

This action is required for the issuance of bonds and provides compliance with IRS regulations, as well as the City's Bond Disclosure Policy.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Recommend resolution declaring an official intent under Treasury Regulation 1.150-2 to issue debt to reimburse the City for certain original expenditures paid in connection with specified projects.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution

Council Member _____ introduced the following Resolution entitled "RESOLUTION DECLARING AN OFFICIAL INTENT UNDER TREASURY REGULATION 1.150-2 TO ISSUE DEBT TO REIMBURSE THE CITY FOR CERTAIN ORIGINAL EXPENDITURES PAID IN CONNECTION WITH SPECIFIED PROJECTS" and moved that it be adopted. Council Member _____ seconded the motion to adopt, and the roll being called thereon, the vote was as follows:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the Resolution duly adopted as follows:

RESOLUTION

RESOLUTION DECLARING AN OFFICIAL INTENT UNDER TREASURY REGULATION 1.150-2 TO ISSUE DEBT TO REIMBURSE THE CITY FOR CERTAIN ORIGINAL EXPENDITURES PAID IN CONNECTION WITH SPECIFIED PROJECTS

WHEREAS, the City anticipates making cash expenditures for one or more capital improvement projects, generally described below (each of which shall hereinafter be referred to as a "Project"); and

WHEREAS, the City reasonably expects to issue debt to reimburse the costs of a Project;
and

WHEREAS, the Council believes it is consistent with the City's budgetary and financial circumstances to issue this declaration of official intent.

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

Section 1. That this Resolution be and does hereby serve as a declaration of official intent under Treasury Regulation 1.150-2.

Section 2. That it is reasonably expected that capital expenditures will be made in respect of the following Project(s), from time to time and in such amounts as this Council determines to be necessary or desirable under the circumstances then and there existing.

Section 3. That the City reasonably expects to reimburse all or a portion of the following expenditures with the proceeds of bonds, notes or other indebtedness to be issued or incurred by the City in the future.

Section 4. That the total estimated costs of the Project(s), the maximum principal amount of the bonds, notes or other indebtedness to be issued for the foregoing Project(s) and the estimated dates of completion of the Project(s) are reasonably expected to be as follows:

Project	Fund from which original expenditures are to be Advanced	Total Estimated Cost	Amount of Borrowing Anticipated	Estimated Date of Completion
Annual Park Development Program	Capital Projects	\$450,000	\$365,000	December 2023
Annual Sidewalk/Trail Construction Program	Capital Projects	535,000	210,000	December 2023
Annual PCC Street Patching Program	Capital Projects	1,490,000	1,490,000	December 2023
Annual Asphalt Street Resurfacing Program	Capital Projects	475,000	475,000	December 2023
Annual Pavement Preservation Program	Capital Projects	350,000	350,000	December 2023
Annual Traffic Signal Improvement Program	Capital Projects	1,315,000	875,000	December 2023
Fire Station No. 4	Capital Projects	1,080,000	700,000	December 2023
NE Frisk Drive Bridge over Deer Creek	Capital Projects	90,000	90,000	December 2023
NE 62nd Street RCB Culvert for Four Mile Creek Tributary	Capital Projects	75,000	75,000	December 2023
Prairie Ridge Sports Complex Tennis Courts Overlay	Capital Projects	720,000	260,000	December 2023
Tributary to Four Mile Creek Channel Stabilization	Storm Water	250,000	250,000	December 2023
NE Delaware Avenue Reconstruction - NE 5th Street to NE 18th Street	Capital Projects	5,675,000	2,170,000	December 2023
North Ankeny Boulevard and 18th Street Intersection Improvements	Capital Projects	440,000	240,000	December 2023
NW 36th Street Asphalt Overlay - NW Weigel Drive to NW Irvinedale Drive	Capital Projects	115,000	115,000	December 2023
SW Oralabor Road and SW Edgewood Lane Intersection Improvements	Capital Projects	200,000	50,000	December 2023
NW 18th Street Reconstruction - NW Ash Drive to North Ankeny Boulevard	Capital Projects	5,400,000	5,400,000	December 2023
NW 36th Street Widening - NW Ash Drive to North Ankeny Boulevard	Capital Projects	125,000	125,000	December 2023

NW Irvinedale Drive and NW 18th Street Intersection Improvements	Capital Projects	100,000	100,000	December 2023
Uptown Parking Improvements	Capital Projects	410,000	272,000	December 2023
NW Weigel Drive Asphalt Overlay - NW 18th Street to NW 36th Street	Capital Projects	130,000	130,000	December 2023
North Ankeny Boulevard Improvements - 1st Street to 11th Street	Capital Projects	500,000	250,000	December 2023
NW State Street Extension Preliminary Design	Capital Projects	500,000	500,000	December 2023
South Ankeny Boulevard Improvements - SE Peterson Drive to 1st Street	Capital Projects	200,000	200,000	December 2023
SW Magazine Road and SW State Street Intersection Capacity Improvements	Capital Projects	60,000	60,000	December 2023
Fiber Optic Network Upgrade	Capital Projects	200,000	200,000	December 2023
SE Corporate Woods Drive and SE Crosswinds Drive Traffic Signal	Capital Projects	40,000	40,000	December 2023
South Ankeny Boulevard Transmission Main	Water	2,950,000	2,950,000	December 2023
Northwest Water Tower	Water	10,945,000	10,945,000	December 2023

Section 5. That the City reasonably expects to reimburse the above-mentioned Project costs not later than the later of eighteen months after the capital expenditures are paid or eighteen months after the property is placed in service, but in no event more than three (3) years after the original expenditure is paid.

Section 6. That this Resolution be maintained by the City Clerk in an Official Intent File maintained in the office of the Clerk and available at all times for public inspection, subject to such revisions as may be necessary.

PASSED AND APPROVED this 6th day of March, 2023.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk



ANKENY CITY COUNCIL

City Council Agenda

March 6, 2023

5 : 30 PM

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns



ORIGINATING DEPARTMENT:

Human Resources

COUNCIL GOAL:

Deliver Exceptional Service

ACTION REQUESTED:

Motion

LEGAL:

SUBJECT:

Consider motion to approve the position description for GIS Specialist.

EXECUTIVE SUMMARY:

The position description for GIS Specialist is being revised under the section Entry Requirements and Skills. The current job description stated an associate's degree and three years of work experience in supporting GIS was required. Due to the difficulty in filling this position we are changing the requirements to a bachelor's degree with no experience or an associate's degree with two years experience. This should attract more candidates coming directly from college.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

To approve the position description for GIS Specialist.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download

 [Position Description](#)



POSITION DESCRIPTION

POSITION:	GIS SPECIALIST	CIVIL SERVICE:	YES
DEPARTMENT:	INFORMATION TECHNOLOGY	FLSA EXEMPT:	NO
DIVISION:	INFORMATION TECHNOLOGY	UNION:	N/A
REPORTS TO:	IT DIRECTOR	PAY GRADE:	N11

FUNCTION:

Performs work under supervision to create and update geographic data and maps; maintain the city's geographic content management system, web maps, GIS web applications, and documentation; and provide software support to city staff on the geographical information systems; and other work as required.

SUPERVISES:

None

EQUIPMENT USED:

Standard office equipment and related computer network equipment.

PRINCIPAL DUTIES AND RESPONSIBILITIES:

- Produce maps for staff.
- Enter data into the city's GIS using Microsoft Access, QGIS, ArcMap, and ArcGIS Pro.
- Collect, transform, and load relevant data into the city's GIS database from a variety of sources including outside agencies, vendors, online services, mobile field collectors, digital, and paper documents.
- Provide ESRI software support to city staff.
- Assist with administration of ESRI file geodatabases.
- Manipulate geographic content in ArcGIS Online and on the server.
- Assist in the deployment and update of GIS server hardware, client software, and GPS hardware.
- Create and maintain ArcGIS Online web maps.
- Create web applications using Web AppBuilder for ArcGIS.
- Automate the deployment of AGOL settings, web maps, and applications using python scripting.
- Write and maintain standard operating procedures for data collection, content management, and web mapping processes.
- Assist in the design of the city's spatial database.
- Assist in the implementation of the city's spatial database.
- Assist in the administration of PostgreSQL and Microsoft SQL Server database management systems.

ENTRY REQUIREMENTS AND SKILLS:

A Bachelor's Degree (B.S.) in Geography, GIS, Computer Science, or a related field, from an accredited college or university with some internship or GIS experience preferred; or an associate's degree from a technical school or accredited college in GIS or a related field and two years' work experience in supporting GIS.

Knowledge of standard office procedures and equipment and ability to operate a computer; ability to understand and carry out oral and written instructions; interpret trade and technical journals, as well as departmental policies and routines; ability to establish and maintain effective working relationships with fellow workers, vendors and the public; ability to communicate effectively verbally and in writing in the English language are all required skills.

Proficiency in geographic mapping systems technology, desktop software (ArcMap, ArcCatalog, ArcReader, QGIS), mobile software (ArcGIS Field Maps, QField), and online software (ArcGIS Online for Organizations, Web AppBuilder for ArcGIS).

Desire proficiency in geographic mapping systems technology, desktop software (Microsoft Access, Git, Visual Studio), and server software (ArcGIS Enterprise, PostgreSQL or Microsoft SQL Server, GeoServer). Proficiency in SQL and/or Python programming are ideal. A thorough knowledge of Edgar Codd's relational model of data is ideal.

WORKING CONDITIONS:

- Works in office and non-office environments.
- Performs physical labor moving and installing computer equipment and networking components.
- Must keep regular and reliable attendance at work.

PHYSICAL REQUIREMENTS:

- Must be sighted.
- Must be able to hear a normal conversation.
- Must be able to speak clearly at normal rate of conversation.
- Must be able to lift computers, monitors, printers, and related computer components.



ANKENY CITY COUNCIL

City Council Agenda

March 6, 2023

5 : 30 PM

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns

 [Print](#)

ORIGINATING DEPARTMENT:

Planning and Building

COUNCIL GOAL:

Ensure Economic Vitality

ACTION REQUESTED:

Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** accepting final plat, warranty deed to streets, platted easements, water and sewer connection fees and acquisition plat for Grove Landing Plat 4.

EXECUTIVE SUMMARY:

The Grove Landing Plat 4 is a proposed 8.67-acre (+/-) plat located west of NW Weigel Drive and south of future NW 13th Street. This plat is just south of Grove Landing Plat 1 and would complete portions of NW Driftwood Drive and NW Watercrest Dr constructed in Plat 1, and create NW 12th St. The subject plat creates 39 single-family lots and a street lot. The proposed plat is in general conformance with the Grove Landing PUD that was approved by the City Council February 15, 2021.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Approve and accept resolution.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

The Plan and Zoning Commission recommended City Council approval at their meeting on November 16

The Plan and Zoning Commission recommended City Council approval at their meeting on November 18, 2021. Preliminary approval of the final plat by City Council on May 2, 2022.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 P&Z Minutes
 Final Plat
 Staff Report
 Aerial Map
 Applicant Letter

WHEN RECORDED RETURN TO:

City of Ankeny, City Clerk
410 W 1st Street
Ankeny, IA 50023

Preparer Information: Jake Heil, City of Ankeny, Iowa, 1210 NW Prairie Ridge Drive, Ankeny, IA 50023

Phone: (515) 963-3544

RESOLUTION

**RESOLUTION ACCEPTING FINAL PLAT, WARRANTY DEED TO STREETS, PLATTED EASEMENTS,
WATER AND SEWER CONNECTION FEES AND ACQUISITION PLAT FOR GROVE LANDING PLAT 4**

WHEREAS, the Plan and Zoning Commission of the City of Ankeny, Iowa, recommended City Council approval of the final plat for Grove Landing Plat 4 on the 16th day of November, 2021; and

WHEREAS, the City Council of the City of Ankeny, Iowa, granted preliminary approval of the final plat for Grove Landing Plat 4 on the 2nd day of May, 2022; and

WHEREAS, the attorney's title opinion, warranty deed to streets, platted easements, water and sewer connection fees and acquisition plat have been submitted and accepted by the City Engineer and 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 Grove Landing Plat 4 is hereby approved; and
2. That the warranty deed to streets is hereby accepted; and
3. That the public gas easement, public drainage easement, public storm sewer easement, public utility easement, and public storm sewer and drainage easement are hereby accepted; and
4. That the NW Weigel Drive Water Connection District 1 connection fee of \$24,811.81 is hereby accepted; and
5. That the Rock Creek Truck Sewer District 3 connection fee of \$33,899.70 is hereby accepted; and
6. That the acquisition plat is hereby accepted.

PASSED AND APPROVED this 6th day of March, 2023.

CITY OF ANKENY, IOWA

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

Meeting Minutes
Plan & Zoning Commission Meeting
Tuesday, November 16, 2021
Ankeny City Council Chambers, Second Floor
1250 SW District Drive, Ankeny, Iowa

CALL TO ORDER

Chair T.Flack called the November 16, 2021 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, J.Heil, R.Hulstrom, L.Hutzell, B.Fuglsang

CONSENT AGENDA ITEMS

Item #4. Grove Landing Plat 4 Final Plat

Motion to recommend City Council approval of the Grove Landing Plat 4 Final Plat.

Motion by T.Rapp to approve the recommendations for Consent Agenda Item(s) #1 - #4. Second by L.West. All voted aye. Motion carried 6 – 0.

INDEX LEGEND
CITY: ANKENY
COUNTY: POLK
STR: SECTION 17, T80N, R24W - NE1/4 NE1/4
STR: SECTION 17, T80N, R24W - SE1/4 NE1/4
STR: SECTION 16, T80N, R24W - NW1/4 NW1/4
STR: SECTION 16, T80N, R24W - SW1/4 NW1/4
PART OF: PARCEL 2019-234 SEC 16-80-24 - SW1/4 NW1/4
PROPRIETOR: GROVE LANDING DEVELOPMENT, LLC
REQUESTED BY: GROVE LANDING DEVELOPMENT, LLC
SURVEYOR: JOHN DEWEY
COMPANY: MCCLURE ENGINEERING
RETURN TO: JOHN DEWEY
1360 NW 121ST STREET, STE A
ANKENY, IOWA 50325 / 515-964-1229

DATE OF SURVEY:
MAY 18, 2021

ZONING:
GROVE LANDING P.U.D.

- NOTE:**
- LOT 'A' IS DEDICATED TO THE CITY AS RIGHT-OF-WAY BY ACCEPTANCE OF THE PLAT
 - THE DEVELOPER SHALL BE RESPONSIBLE FOR STREETLIGHT INSTALLATION
 - LOTS MAY BE SUBJECT TO MINIMUM PROTECTION ELEVATIONS (MPE) AND OTHER ELEVATION RESTRICTIONS NOT SHOWN ON THIS PLAT. REFER TO THE APPROVED PROJECT ENGINEERING DOCUMENTS FOR ANY ELEVATIONS.
 - DRIVEWAYS FOR LOTS 17 & 28 SHALL BE LOCATED TO AVOID THE INTAKES.

ENGINEER:
MCCLURE
1360 NW 121ST STREET
CLIVE, IA 50325
(515) 964-1229
JBECKER@MECREULTS.COM
ATTN: JAKE BECKER

AREA SUMMARY:
NE1/4 NE1/4 SEC 17 = 0.21 AC
SE1/4 NE1/4 SEC 17 = 1.96 AC
NW1/4 NW1/4 SEC 16 = 0.13 AC
SW1/4 NW1/4 SEC 17 = 1.60 AC
PARCEL 2019-234 = 4.77 AC
TOTAL = 8.67 AC

OWNERS:
GROVE LANDING DEVELOPMENT, LLC
110 SE GRANT STREET, SUITE 101
ANKENY, IA 50021
(319) 560-5428
ATTN: CASEY SCHAFBACH

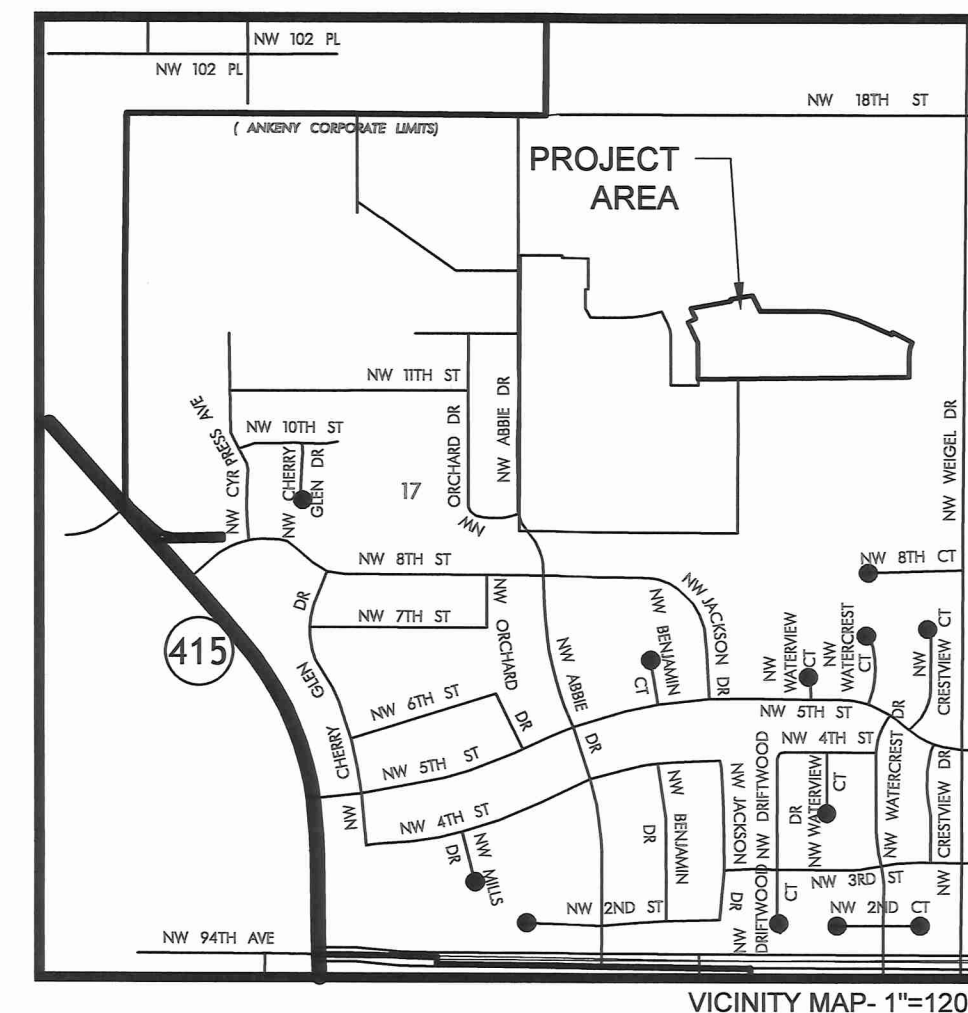
BULK REGULATIONS
LOTS 1-39, PUD PARCEL B
FRONT SETBACK = 25' MINIMUM (ALONG 60' ROW)
= 30' MINIMUM (ALONG 70' ROW)*
SIDE SETBACK = 5' MINIMUM ONE SIDE, 10' MINIMUM
TOTAL SUM OF THE SIDE YARD SETBACK
REAR SETBACK = 30' MINIMUM
LOT WIDTH = 50' MINIMUM
LOT AREA = 5,000 SF MINIMUM

* ADDITIONAL REQUIREMENTS ABOVE AND BEYOND PUD
ZONING IN ORDER TO MATCH SURROUNDING NEIGHBORHOODS

LEGAL DESCRIPTION:
ALL OF PARCEL 2021-80 AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 18849 PAGE 496, BEING A PART OF PARCEL 2019-234 AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 17594 PAGE 995 OF OUTLOT 'B', ST LUKE'S PLAT 1, AN OFFICIAL PLAT, AND A PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN, AND A PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN, ALL IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND CONTAINING 8.67 ACRES (377,494 SQUARE FEET) THE PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

ROLL CALL Plan & Zoning Commission Ankeny, IA	
Date: November 16, 2021	
Ayes: 4	Nays: 0
Abstain: 1	Absent: 1
APPROVED	
J. Becker	Chairperson
B. Schafbach	Secretary

GROVE LANDING PLAT 4 ANKENY, IOWA FINAL PLAT



GROVE LANDING PLAT 4
ANKENY, IOWA
FINAL PLAT

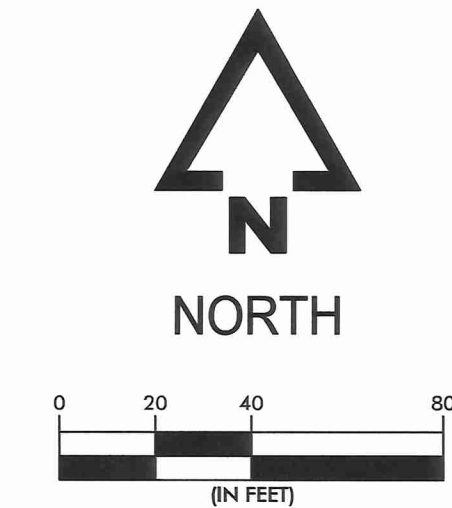
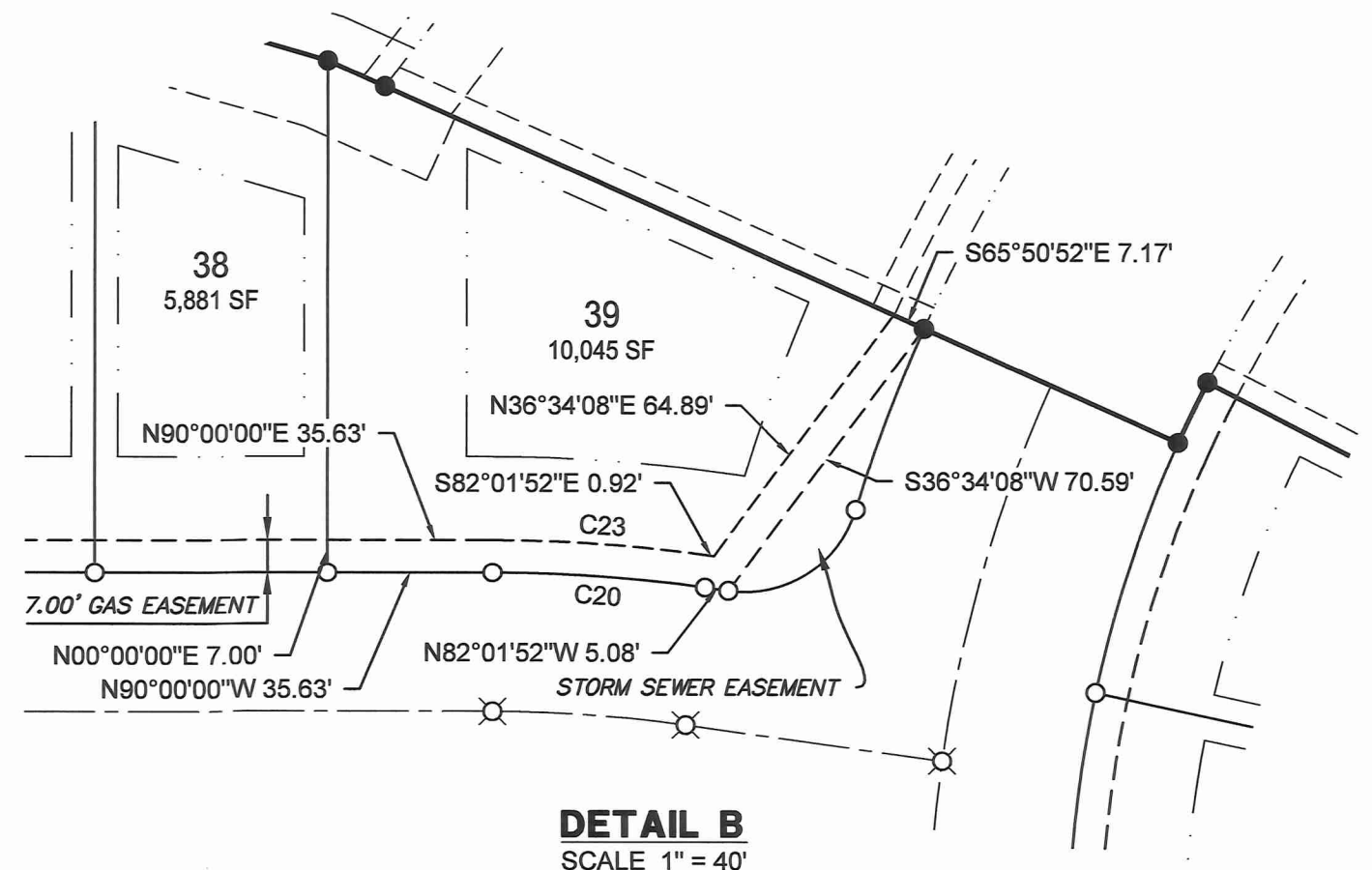
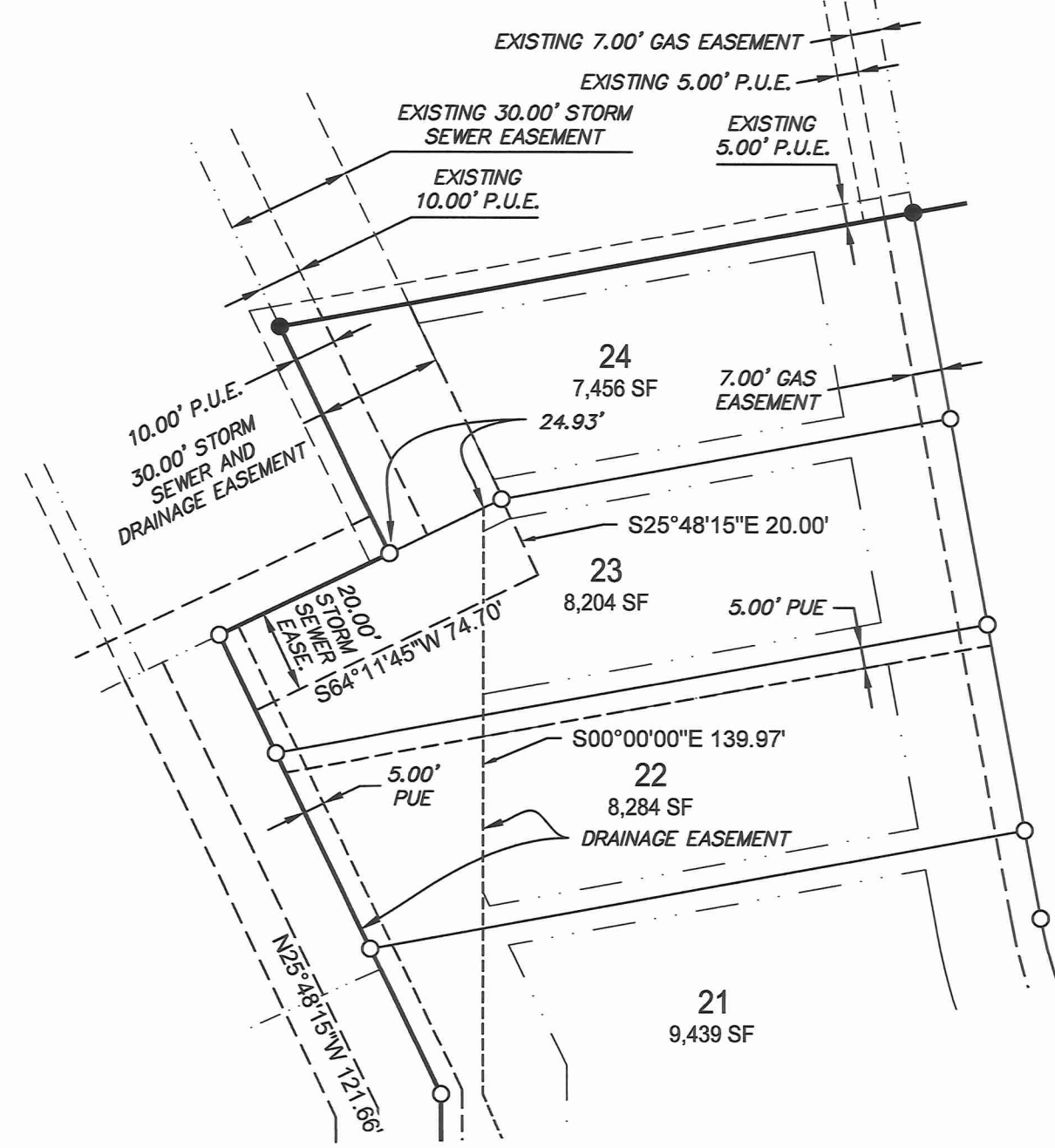


1360 NW 121st Street, STE A
Clive, Iowa 50325
515-964-1229
fax 515-964-2370



Curve Table				
Curve #	Length	Radius	Delta	CHD B
C1	104.29'	75.00'	79°40'14"	S50°09'53"E
C2	41.73'	300.00'	7°58'08"	N86°00'56"W
C3	126.46'	300.00'	24°09'08"	N12°04'34"E
C4	41.73'	300.00'	7°58'08"	S03°59'04"W
C5	84.74'	300.00'	16°11'00"	S16°03'38"W
C6	71.47'	270.00'	15°10'03"	S19°39'00"W
C7	56.86'	270.00'	12°03'59"	N06°02'00"E
C8	41.03'	155.00'	15°10'03"	S19°39'00"W
C9	32.64'	155.00'	12°03'59"	S06°02'00"W
C10	35.79'	25.00'	82°01'52"	S41°00'56"E
C11	37.55'	270.00'	7°58'08"	S86°00'56"E
C12	2.97'	105.00'	1°37'18"	S89°11'21"E

Curve Table				
Curve #	Length	Radius	Delta	CHD B
C13	40.04'	105.00'	21°50'58"	S77°27'13"E
C14	40.04'	105.00'	21°50'58"	S55°36'15"E
C15	40.04'	105.00'	21°50'58"	S33°45'17"E
C16	22.91'	105.00'	12°30'02"	S16°34'47"E
C17	62.57'	45.00'	79°40'14"	N50°09'53"W
C18	35.89'	295.00'	6°58'12"	S86°30'54"E
C19	46.89'	295.00'	9°06'29"	N78°28'34"W
C20	45.90'	330.00'	7°58'08"	N86°00'56"W
C21	35.38'	25.00'	81°05'14"	S57°25'31"W
C22	41.88'	330.00'	7°16'14"	S20°31'01"W
C23	46.87'	337.00'	7°58'08"	N86°00'56"W



GROVE LANDING
PLAT 4
FINAL PLAT
ANKENY, IOWA
POLK COUNTY
190791
DATE
REVISIONS
8/9/2022
10/17/2022
10/28/2022
12/12/2022
1/6/2023

ENGINEER
J.B.
SURVEYOR
M.L.

DRAWN BY
M.L.
CREW CHIEF
B.Z.

DRAWING NO.
FP-04
SHEET NO.
02/02

DRAWING PATH: N:\Projects\190791\04-Drawings\Survey\190791-Final Plat 4.dwg PLOT DATE: 01/16/2023 9:13 AM PLOTTED BY: JAKE BECKER

Agenda Item: Grove Landing Plat 4 – Final Plat
Report Date: November 11, 2021
Prepared by: Jake Heil
Associate Planner

ESC

Staff Recommendation:

That the Plan and Zoning Commission recommend City Council approval of Grove Landing Plat 4 Final Plat.

Project Summary:

The Grove Landing Plat 4 is a proposed 8.67-acre (+/-) plat located west of NW Weigel Drive and south of future NW 13th Street. This plat is just south of Grove Landing Plat 1 and would complete portions of NW Driftwood Drive and NW Watercrest Dr constructed in Plat 1, and create NW 12th St. The subject plat creates 39 single-family lots and a street lot. The proposed plat is in general conformance with the Grove Landing PUD that was approved by the City Council February 15, 2021.

Project Report:

- Streets:** The layout of the proposed development completes the southern portion of the Grove Landing's road network. Access into the plat is provided from the north via NW Driftwood Dr or NW Watercrest Dr, NW 12th St would run east/west connecting the two streets. All proposed roads in the development will be required to have five-foot sidewalks.
- Water:** 8-inch water main will be extended south along NW Watercrest Dr. 8-inch water main will also come south from NW Driftwood Dr, and continue east along NW 12th St and connect to the proposed 8-inch along NW Watercrest Dr.
- Sewer:** 8-inch sanitary sewer main will be extended south from the existing 8-inch main along NW Driftwood Dr, 8-inch sanitary sewer main then runs east along NW 12th St, connecting to the 8-inch line along NW Watercrest Dr.
- Drainage:** 15-inch storm sewer lines are proposed along NW Driftwood Dr and NW Watercrest Dr; with an 8-inch line running east/west along NW 12th St. Storm water from the proposed plat generally drains north to north detention basin, that was created with Grove Landing Plat 1. Storm water will then convey from this detention pond to the north and east to Rock Creek, which eventually drains south and west towards the Saylorville Reservoir.
- Parkland:** The parkland dedication requirement for Plat 3 is 0.70 acres, but parkland is not proposed with this plat. The developer has dedicated 8.1 acres of parkland with the Grove Landing Plat 2 final plat. The total park dedication for the Grove Landing PUD is estimated at 10.2 acres.

**CITY OF ANKENY
SUBDIVISION DATA**

NAME OF PLAT: Grove Landing Plat 4
NAME OF OWNER/ DEVELOPER: ATI Group/TJL Investments

GENERAL INFORMATION:

PLAT LOCATION: West of NW Weigel Drive; south of future NW 13th Street.
SIZE OF PLAT: 8.67 acres
ZONING: Grove Landing PUD

LOTS:

NUMBER: 39 single-family lots; 1 street lot
SIZE/DENSITY: 2.35 units per acre
USE: Residential
BUILDING LINES: Parcel B: Lots 1-39
Front: 25' min. along 60' ROW & 30' min. along 70' ROW
Rear: 30'
Side: 5' min. one side, 10' total sum
Lot Width: 50' min
Lot Area: 5,000 SF min

PARK SITE DEDICATION:

The parkland dedication requirement for Plat 4 is 0.70 acres, but parkland is not proposed with this plat. The developer has dedicating 8.1 acres of parkland with the Grove Landing Plat 2 final plat. The total park dedication for the Grove Landing PUD is estimated at 10.2 acres.

ADJACENT LANDS:

NORTH: Grove Landing PUD
SOUTH: St. Luke Evangelist Catholic PUD
EAST: Grove Landing PUD
WEST: Grove Landing PUD

STREET DEVELOPMENT:

NAME: NW 12th Street
LENGTH: Approximately 709'
CLASSIFICATION: Normal Residential
R.O.W. (REQ'D./PROV.): 60'/60'
PAVEMENT WIDTH: 27'

NAME: NW Watercrest Drive
LENGTH: Approximately 363'
CLASSIFICATION: Normal Residential
R.O.W. (REQ'D./PROV.): 60'/60'
PAVEMENT WIDTH: 27'

NAME: NW Driftwood Drive
LENGTH: Approximately 275'
CLASSIFICATION: Normal Residential
R.O.W. (REQ'D./PROV.): 60'/60'
PAVEMENT WIDTH: 27'

WASTE WATER:

PROJECTED FLOWS: 39 units X 3 pers. per house X 990 gal. per day/pers.= 115,830 GPD

WRA CAPACITY: 11.2 MGD; current daily avg. 4.4 MGD

NEAREST DOWNSTREAM INTERCEPTOR/TRUNK LINE: Rock Creek Trunk Sewer

STORM WATER:

BASIN FLOWS: This plat lies in the Saylorville Reservoir Drainage Area.

WATER SYSTEM:

USAGE: 39 units X 3 pers. per house X 100 gal. per day/person = 11,700 GPD

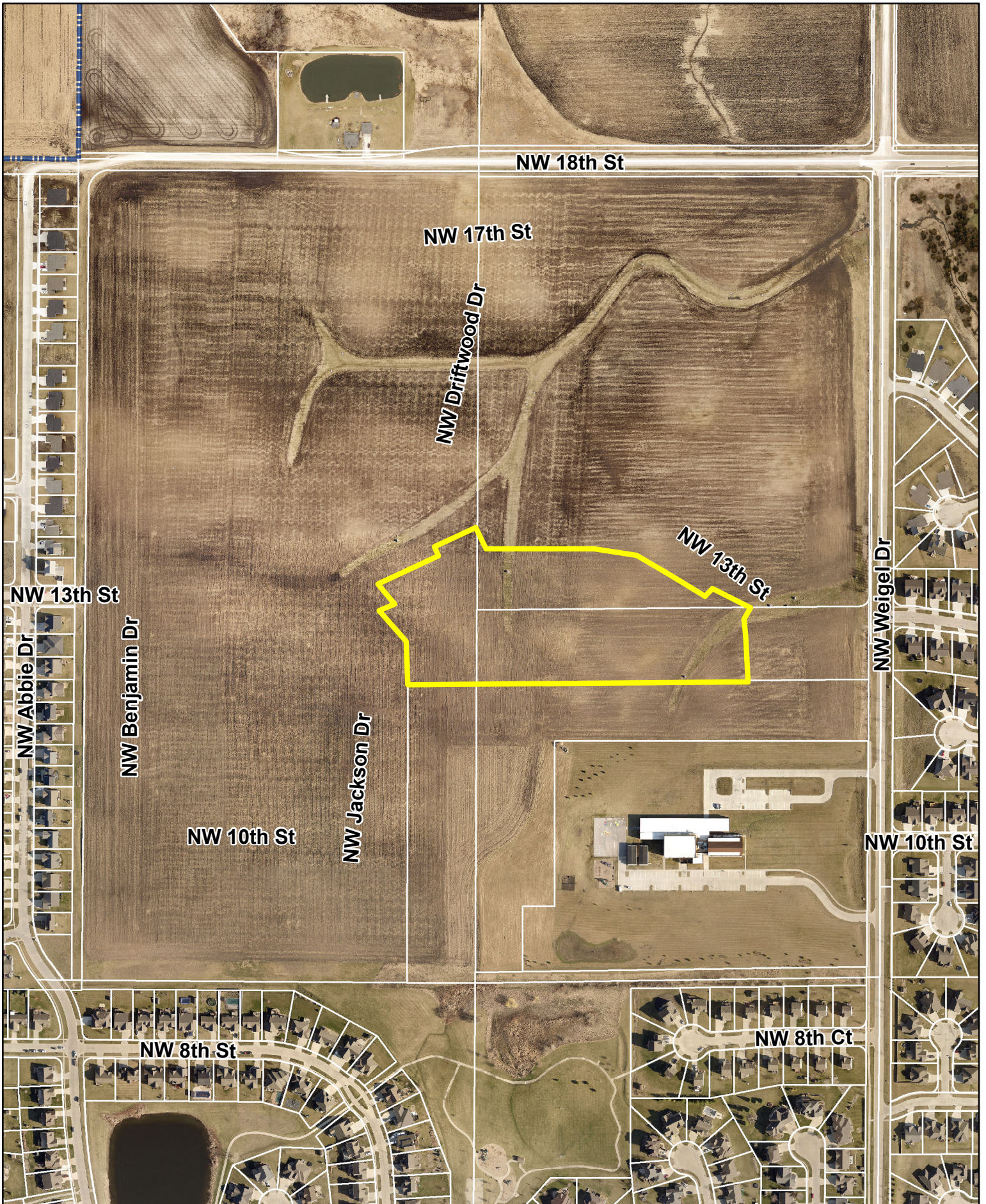
SUPPLY CAPACITY: 13.72 MGD; Current daily avg. 6.2 MGD

FINAL PLAT DRAWING:

Staff recommends approval.

CONSTRUCTION PLANS:

To be approved.





1360 NW 121st Street
Clive, IA 50325
P 515.964.1229
F 515.964.2370

www.mecresults.com

8.13.2021

Ankeny City Council
City of Ankeny
410 West First Street
Ankeny, Iowa 50023

RE: GROVE LANDING PLAT 4 CONSTRUCTION DRAWINGS & FINAL PLAT
MEC# 190791-070

Dear Honorable City Council Members,

On behalf of Grove Landing Development, LLC and ATI Group, we respectfully request your approval of the Grove Landing Plat 4 Construction Drawings and Final Plat located in northwest Ankeny.

The proposal for Plat 4 remains substantially consistent with the master layout depicted in the approved PUD. Plat 4 contains 39 total lots consisting entirely of standard single-family lots consistent with the surrounding neighborhood. Portions of three streets will be constructed with this plat. Lot A will be dedicated to the City for ROW purposes.

Access to the development will be off NW 13th Street through Grove Landing Plat 1, which is under construction as of the time of this writing.

There is no sidewalk oversizing on this plat for which to request cost sharing.

Thank you for your consideration of approval of this project.

Sincerely,

McClure Engineering Company

A handwritten signature in blue ink, appearing to read "Jake Becker".

Jake Becker, PE
Project Manager

Cc: Grove Landing Development, LLC
ATI Group

NORTHWEST IOWA | DES MOINES METRO | EASTERN IOWA | LAKE OZARK, MISSOURI

RECEIVED

AUG 13 2021

CITY OF ANKENY



ANKENY CITY COUNCIL

City Council Agenda

March 6, 2023

5 : 30 PM

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns



ORIGINATING DEPARTMENT:

Planning and Building

COUNCIL GOAL:

Ensure Economic Vitality

ACTION REQUESTED:

Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** waiving approval of Weldon Plat 1 final plat.

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
 Final Plat
 Map
 Applicant Letter

WHEN RECORDED RETURN TO:

City of Ankeny, City Clerk
410 W 1st Street
Ankeny, IA 50023

Preparer Information: Ryan Kirschman, City of Ankeny, Iowa, 1210 NW Prairie Ridge Drive, Ankeny, IA 50023 Phone: (515) 963-3556

RESOLUTION

RESOLUTION WAIVING APPROVAL OF WELDON PLAT 1 FINAL PLAT

WHEREAS, Civil Design Advantage has submitted the Weldon Plat 1 Final Plat for approval, which lies within Polk County and the two-mile territorial jurisdiction of the City of Ankeny, Iowa; and

WHEREAS, City staff has reviewed said Final Plat, and find that it is located outside the City of Ankeny Planning Boundary; therefore, City staff recommends that City Council waive approval of said Final Plat.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Ankeny, Iowa, hereby accepts the recommendation by City staff, and deems it appropriate to waive approval of the Weldon Plat 1 Final Plat.

PASSED AND APPROVED this 6th day of March, 2023.

CITY OF ANKENY, IOWA

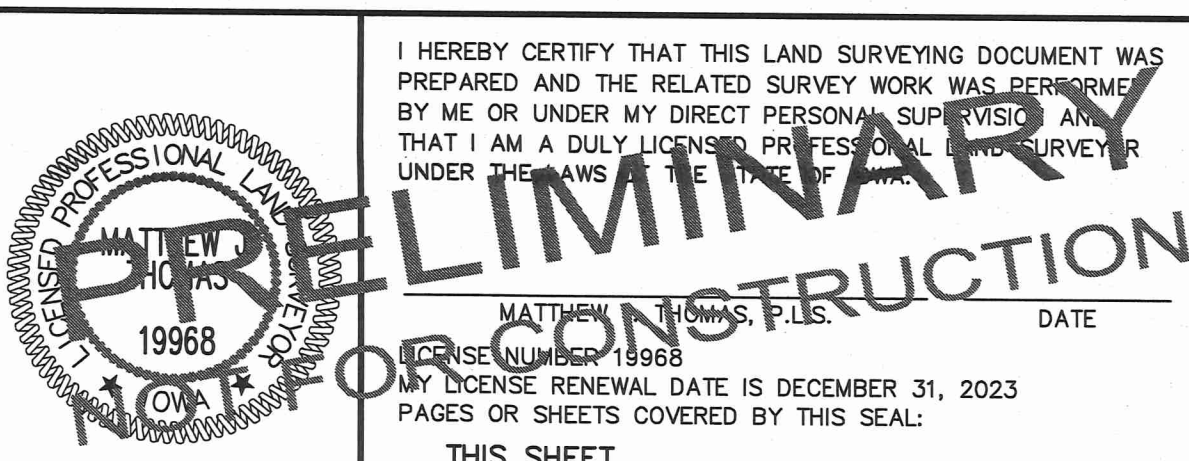
Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

INDEX LEGEND

LOCATION:	SEC 27-81-24, PT NW1/4 NW1/4
REQUESTED BY PROPRIETOR:	STEPHEN F WELDON & LINDA L WELDON 1440 NW 134TH AVE SLATER, IA 50244
SURVEYOR:	MATTHEW J. THOMAS, PLS
PREPARED BY & RETURN TO:	CIVIL DESIGN ADVANTAGE, LLC 4121 NW URBANDALE DRIVE URBANDALE, IA 50022 PH: 515-369-4400.



REVISIONS	DATE
FIRST SUBMITTAL	12/23/22

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400



CIVIL DESIGN ADVANTAGE

POLK COUNTY, IOWA

WELDON PLAT 1
MINOR FINAL PLAT

RECEIVED
FEB 17 2023
CITY OF ANKENY

$$\frac{1}{1} = 2211.753$$





CIVIL DESIGN ADVANTAGE L.L.C.

ENGINEERS, LANDSCAPE ARCHITECTS,
PLANNERS & SURVEYORS

February 28, 2023

Honorable Mayor and City Council Members
c/o Ryan Kirschman
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

RE: Weldon Plat 1
Final Plat – Review Waiver

Dear Council Members and Honorable Mayor;

On behalf of Stephen & Linda Weldon, we respectfully request the City waive their review rights of the Weldon Plat 1 Final Plat. The Plat is in unincorporated Polk County, but it is within 2 miles of the City of Ankeny, located south of NW 134th Avenue and east of NW 16th Street. The Final Plat is approximately 13 acres and creates an Outlot to separate ownership for farming operations.

Thank you.

Sincerely,
CIVIL DESIGN ADVANTAGE, LLC

Dean Roghair, PE



ANKENY CITY COUNCIL

City Council Agenda

March 6, 2023

5 : 30 PM

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns



ORIGINATING DEPARTMENT:

Planning and Building

COUNCIL GOAL:

Ensure Economic Vitality

ACTION REQUESTED:

Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** accepting a Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement, located on 1503 N Ankeny Boulevard; and associated with the development of U-Haul Phase 1 & 2 Site Plan.

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
 Stormwater Management Easement

RESOLUTION

RESOLUTION ACCEPTING A STORM WATER MANAGEMENT FACILITY MAINTENANCE COVENANT AND PERMANENT EASEMENT AGREEMENT, LOCATED ON 1503 N ANKENY BOULEVARD; AND ASSOCIATED WITH THE DEVELOPMENT OF U-HAUL PHASE 1 & 2 SITE PLAN

WHEREAS, a Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement, located on 1503 N Ankeny Boulevard; and associated with the development of U-Haul Phase 1 & 2 Site Plan, has been submitted and approved by the City Engineer and 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, that the Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement located on 1503 N Ankeny Boulevard; and associated with the development of U-Haul Phase 1 & 2 Site Plan are hereby accepted.

PASSED AND APPROVED this 6th day of March, 2023.

CITY OF ANKENY

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

WHEN RECORDED RETURN TO:

City Clerk
410 W. 1st Street
Ankeny, Iowa 50023

Preparer Information: Alex Amadeo, ISG Inc, 217 E 2nd St, Des Moines, IA 50309 (515) 243-9143

**STORM WATER MANAGEMENT FACILITY
MAINTENANCE COVENANT AND PERMANENT EASEMENT AGREEMENT**

THIS STORM WATER MANAGEMENT FACILITY MAINTENANCE COVENANT AND PERMANENT EASEMENT AGREEMENT is entered into between Amerco Real Estate Company (hereinafter referred to as "Grantor") and the **City of Ankeny, Iowa** (hereinafter referred to as "City"), in consideration for the approval by the City of Ankeny, Iowa of the Final Plat.

Grantor is obligated by the Municipal Code of the City of Ankeny to control storm water runoff for the proposed development as a part of the Final Plat permit approval process. In consideration for the City's approval of the Grantor's Final Plat, the parties enter into this Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement to control and address storm water runoff for the following described property:

THAT PART OF LOT 2 IN HARKIN'S VIEW, AN OFFICIAL PLAT IN POLK COUNTY, IOWA DESCRIBED AS FOLLOWS BEGINNING AT A POINT 675.8 FEET SOUTH AND 725.3 FEET EAST ON THE NORTHWEST CORNER OF SECTION 25, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA; THENCE SOUTH 0°00' EAST, 757 FEET PARALLEL TO THE WEST LINE OF SAID SECTION 25; THENCE NORTH 89°25' EAST 598.6 FEET; THENCE N0°00' EAST, 545.3 FEET TO THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF THE CHICAGO NORTH WESTERN RAILROAD; THENCE NORTHWESTERLY ALONG SAID RIGHT-OF-WAY A DISTANCE OF 247.7 FEET; THENCE WEST 464.7 FEET PARALLEL TO THE NORTH LINE OF SAID SECTION 25 TO THE PLACE OF BEGINNING;

AND

PART OF LOTS 2 AND 3 HARKIN'S VIEW, AN OFFICIAL PLAT OF THE NORTHWEST ¼ OF SECTION 25, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE 5TH P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT: BEGINNING AT A POINT ON THE NORTH SECTION LINE OF 25, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE 5TH P.M., 663.5 FEET EAST OF THE NORTHWEST CORNER OF SAID SECTION; THENCE SOUTH 675.8 FEET PARALLEL TO THE WEST LINE OF THE NORTHWEST ¼ OF SAID SECTION 25; THENCE EAST 526.5 FEET PARALLEL TO THE NORTH LINE OF THE NORTHWEST ¼ OF SAID SECTION 25 TO THE WEST RIGHT-OF-WAY LINE OF CHICAGO NORTHWESTERN RAILROAD; THENCE NORTHWESTERLY 799.4 FEET

ALONG THE WEST RIGHT-OF-WAY LINE OF CHICAGO
NORTHWESTERN RAILROAD TO THE NORTH LINE OF NORTHWEST
¼ OF SAID SECTION 25; THENCE WEST 96.1 FEET TO THE POINT OF
BEGINNING; SUBJECT TO LEGALLY ESTABLISHED
HIGHWAYS.(hereinafter referred to as the "Benefited Property").

PART I – COVENANTS ON THE BENEFITED PROPERTY

The following provisions are covenants running with the land to the City of Ankeny, binding on all successors and assigns of the Benefited Property and shall only be amended or released with the written permission of the City.

1. Grantor hereby agrees that the storm water runoff for the subdivision/site shall be controlled through installation, construction, and maintenance of a Storm Water Management Facility upon, over, under, through and across the following described property:

An easement for stormwater management purposes over that part of Lot 2, Harkin's View, according to the recorded plat thereof, City of Ankeny, Polk County, Iowa is described as follows:

Commencing at the Southeast corner of said Lot 2, thence North 00 degrees 04 minutes 33 seconds East (assumed bearing) on the east line of said Lot 2, a distance of 549.73 feet to the southeast corner of land described in Book 18862, Page 535 and also the point of beginning; thence South 89 degrees 29 minutes 33 seconds West, on the south line of said property, 594.73 feet to the southwest corner of said property; thence North 00 degrees 04 minutes 33 seconds East, on the west line of said property, 163.01 feet; thence North 89 degrees 29 minutes 33 seconds East, 594.73 feet to a point on the east line of said Lot 2; thence South 00 degrees 04 minutes 33 seconds West, on said east line, 163.01 feet to the point of beginning.

(hereinafter referred to as the "Easement Area"). See Exhibit "B"

2. Grantor covenants and agrees that the design, construction and maintenance of the Storm Water Management Facility shall meet the storm water runoff control requirements of the Municipal Code of the City of Ankeny, Iowa.
3. It is hereby agreed and covenanted that the above described Benefited Property receives benefit from the Storm Water Management Facility by controlling runoff from the Benefited Property to meet the requirements of the Municipal Code of the City of Ankeny, Iowa. In recognition of such benefit and to meet the maintenance, repair and replacement obligations of the Municipal Code of the City of Ankeny, Iowa, each of the Benefited Property owners ("Owners") in said Benefitted Property shall be responsible for the proportionate share (determined by the number of lots in the Benefited Property) of any amount required for said obligations. Every owner of a Benefited Property hereby consents and agrees to the covenants and obligations of this Agreement and by virtue of their ownership of a portion of the Benefited Property.
4. It is hereby agreed that Grantor is solely responsible for constructing, installing and ensuring that the Storm Water Management Facility meets the standards and specifications established in the Municipal Code of the City of Ankeny, Iowa. If there is a discrepancy between the requirements in the City's Municipal Code and this Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement, this Agreement shall supersede. Grantor's obligations under this Agreement may not and shall not be transferred to the Owners until the City provides written consent to Grantor acknowledging that construction of the Storm Water Management Facility has been completed.
5. Grantor hereby designates, appoints and agrees on behalf of Grantor and all successors and assigns that the Owners are designated as the responsible party for replacement, reconstruction, repair, grading and maintenance of the Storm Water Management Facility.
6. Grantor hereby covenants and agrees that the Owner of said Benefitted Property is hereby designated and authorized by Grantor and all successors and assigns to accept notices and service of process for all Benefited Property Owners as it relates to the inspection, replacement, reconstruction, repair, grading and maintenance of the Storm Water Management Facility or permanent easement or notice of assessment for replacement, reconstruction, repair, grading and maintenance of the Storm Water Management Facility. The Owners of the Benefited Property are responsible for complying with this Agreement.

7. The Owners shall be responsible for all maintenance, repair and replacement of the Storm Water Management Facility, including obligations set forth in Part II, paragraph 13, subsections (a) and (b) herein that are the obligation of the property owner of the Easement Area, should any property owner of the Easement Area not perform or fail to perform such obligations. The Owners are responsible for performing all other items listed in Part II, paragraph 13, subsections (c) through (i). Should any property owner do anything in conflict with paragraphs 13 through 18 herein, the Owners shall have the responsibility to remove such conflict to assure effectiveness of the Storm Water Management Facility. Grantor and all successors and assignees of the Benefited Property shall comply with all terms of the Easement set forth in Part II herein.
8. The Owners shall inspect the Storm Water Management Facility on an annual basis, including but not limited to all pipes, inlets and outlets for defects, obstructions or changes in the Storm Water Management Facility from the original design of the Facility. The inspection shall be conducted by a licensed professional engineer in the state of Iowa and documented with date stamped photographs of the Storm Water Management Facility. The Owners shall document such inspection by completing the Inspection Report Form available from the City. Any deficiencies or defects noted by the inspection shall be corrected by the Owners. The deficiencies or defects shall be corrected by the Owners within 30 days of receiving the Inspection Report Form. In the event the identified maintenance or repair cannot be completed within 30 days of notice, the responsible party must contact the City with 30 days of notice to explain why the maintenance or repair cannot be completed within 30 days and provide a plan for completing maintenance or repair. The Inspection photographs and Inspection Report Form shall be submitted to the City for review and shall be kept and maintained for a period of 5 years from the date of inspection.
9. The Owners shall be responsible for providing an as-built volume verification of the Storm Water Management Facility to the City prior to final occupancy being granted to the Owners. The City shall have the right to request an as-built volume verification from the Owners of the Storm Water Management Facility if the annual inspection indicates a deficiency from the original design of the Facility. The as-built deficiency shall be corrected by the Owners within 30 days of receiving notice from the City. In the event the deficiency cannot be completed within 30 days of notice, the responsible party must contact the City with 30 days of notice to explain why the repair cannot be completed within 30 days and provide a plan for completing maintenance or repair.
10. Grantor hereby agrees and consents on behalf of itself and all successors and assigns of the Benefited Property to assessment of the costs of maintaining, reconstructing, repairing, grading or dredging the Easement Area and Storm Water Management Facility on all Benefited Property established by the Grantor pursuant to the formula set forth in paragraph 11, below. Grantor, on behalf of itself and all successors and assigns of the Benefited Property, shall execute an Agreement and Waiver in favor of the City to allow the City to recover any costs expended for action taken as set forth in paragraph 11, below, to address the maintenance, reconstruction, repair, grading or dredging of the Storm Water Management Facility or Easement Area.
11. Should the Owners fail to maintain, reconstruct, repair, grade or dredge the Storm Water Management Facility or the Easement Area upon notice from the City, the City may cause such action to be done and assessed to each Benefited Property pursuant to the formula set forth below:

1/[Number of lots in Benefited Property] assessed to each Benefited Property

The assessments on each Benefited Property shall be immediately due and payable to the City pursuant to the terms of the Agreement and Waiver (see **Exhibit A**, attached hereto and made a part hereof).

PART II – EASEMENT FOR STORM WATER MANAGEMENT FACILITY AND DRAINAGE

The following provisions in Part II herein are for a permanent easement over the Easement Area running with the land to the City of Ankeny and the Owners.

12. Grantor hereby grants the Owners and the City a Permanent Easement for Storm Water Management Facility and Drainage under, over, through and across the Easement Area described above for the purpose of

constructing, reconstructing, repairing, grading and maintaining the Storm Water Management Facility and the surface of the Easement Area in a manner that will permit the free and unobstructed flow of surface water over the Easement Area described above.

13. It is the obligation of the Grantor and all subsequent owners of the above described easement area to maintain the Easement Area and the Storm Water Management Facility as set forth below. The Grantor and all subsequent owners of the Easement Area shall perform the maintenance obligations set forth below in items (a) and (b). The Owners shall perform all maintenance obligations set forth below in items (c) through (i). The Grantor and all subsequent property owners of the Easement Area shall maintain the Easement Area so not to conflict with the maintenance requirements of the Owners or the Owners' right to perform those maintenance obligations. The maintenance obligations for the Storm Water Management Facility are as follows:

Storm water detention and retention ponds or basins:

- a. Mow on a regular basis to maintain the vegetation at the height designated on the original design to prevent erosion.
- b. Remove all trash, litter, debris or obstructions in the basin in the Easement Area and any inlets or outlets located within the Easement Area.
- c. Plant, maintain and replant as necessary permitted vegetation.
- d. Inspect for any defects, obstructions, or any changes in the original design.
- e. Inspect and determine the depth of the pond or basin on an annual basis.
- f. Remove any accumulated sediment from the outlet structures and remove any sediment which may accumulate greater than 12 inches in ponds or basins and greater than 6 inches in an underground detention basin.
- g. Till the soil at the bottom of the riparian buffer if it does not drain out within the time established in the design plan and replant vegetation as designated on the original design.
- h. All repairs shall conform to the original design.
- i. Maintaining the storm water and retention pond or basin to assure the effectiveness for storm water runoff for the subdivision/site.

Grass and Bioretention Swales:

- a. Mow on a regular basis to maintain the vegetation at the height designated on the original design to prevent erosion.
- b. Remove all trash, litter, debris or obstructions in the grass or bioretention swale and Easement Area.
- c. No chemicals or substances shall be applied to the Easement Area that shall harm or impair the effectiveness of the swale as a storm water runoff control measure.
- d. Replant vegetation as soon as practical when any vegetation dies.
- e. Inspect and determine the depth of the swale on an annual basis.
- f. Remove any sediment accumulated greater than 6 inches which may accumulate in the swale.
- g. Till the soil at the bottom of the swale if the grass swale does not drain out within the time established in the design plan and replant vegetation as designated on the original design.
- h. All repairs shall conform to the original design.
- i. Maintain the grass and/or bioretention swale to assure the effectiveness for storm water runoff for the subdivision/site.

Riparian Buffer:

- a. Mow on a regular basis to maintain the vegetation at the height designated on the original design to prevent erosion.
- b. Replant the vegetation in the Easement Area as soon as practical when any vegetation dies.
- c. Remove all trash, litter, debris or obstructions in the Easement Area.
- d. Inspect for erosion in the riparian buffer on an annual basis.
- e. Inspect and determine the depth of the riparian buffer on an annual basis.
- f. Remove any sediment accumulated greater than 25% of the original design depth.
- g. Till the soil at the bottom of the riparian buffer if it does not drain out within the time established in the design plan and replant vegetation as designated on the original design.
- h. All repairs shall conform to the original design.
- i. Maintain the riparian buffer to assure the effectiveness for storm water runoff for the subdivision/site.

14. No chemicals or any substance shall be applied to the storm water maintenance facility that shall harm or impair the effectiveness of the storm water maintenance facility as a storm water runoff control measure.
15. No structure shall be erected over or within the Easement Area without obtaining the prior written approval of the City Engineer.
16. No structure, material, device, thing or matter which could possibly obstruct or impede the normal flow of surface water over the Easement Area shall be erected or caused to be placed on the Easement Area.
17. No planting of trees and shrubs is allowed within the easement area (other than planting allowed and required by the City of Ankeny).
18. No change shall be made to the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City Engineer.
19. The Owners, the City and their agents, contractors, employees and assigns 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 as herein described, including, but not limited to, the right to remove any unauthorized plantings or structures placed or erected on the Easement Area and the right to do maintenance, repair, reconstruction, grading and dredging.
20. Grantor covenants on behalf of the Benefited Properties and the Owners that the Easement Area or any other area appurtenant to or necessary for the operation of the Storm Water Management Facility shall not be sold, transferred, donated or in any other manner conveyed in order to relieve the Grantor, the Benefited Properties or the Owners from complying with the requirements of this Agreement.
21. This Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement and Agreement and Waiver shall be deemed to run with the land and shall be binding on Grantor and on Grantor's successors and assigns.

Grantor does hereby covenant with the City that Grantor holds said real estate described in this Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement by Title In Fee Simple; that Grantor has good and lawful authority to convey the same; and said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement.

Words and phrases herein including acknowledgment hereof shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Signed this 13th day of February, 2023

Amerco Real Estate Company:

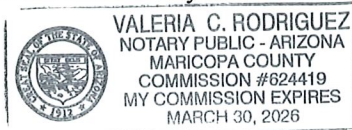
By: [Signature]

Name: Matthew F. Braccia

Title: President

STATE OF ARIZONA, COUNTY OF MARICOPA, ss:

On this 13th day of February, 2023, before me, the undersigned, a Notary Public in and for said County and State personally appeared Matthew Braccia, to me personally known, who being by me duly sworn, did say that he is President, executing the within and foregoing instrument and acknowledged that he executed the same as his voluntary act and deed of the Amerco Real Estate Company, by it and by him voluntarily executed.



[Signature]
Notary Public in and for the State of Arizona

CITY OF ANKENY, IOWA

I, _____, City Clerk of the City of Ankeny, Iowa, do hereby certify that the within and foregoing Easement was duly approved and accepted by the City Council of said City of Ankeny by Resolution and Roll Call No. _____, passed on the _____ day of _____, _____, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, _____.

City Clerk of the City of Ankeny, Iowa

Owner:

By: _____

Name: _____

Title: _____

STATE OF IOWA, COUNTY OF POLK, ss:

On this _____ day of _____, _____, before me, the undersigned, a Notary Public in and for the said State, personally appeared _____, to me personally known, who being by me duly sworn, did say that he is the _____ of the corporation executing the within and foregoing instrument to which this is attached; that no seal has been procured by the corporation; that the instrument was signed on behalf of the corporation by authority of its Board of Directors; and that _____, as said officer, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by him/her voluntarily executed.

Notary Public in and for the State of Iowa

EXHIBIT A

AGREEMENT AND WAIVER POST CONSTRUCTION STORM WATER MANAGEMENT

THIS AGREEMENT made and entered into by and between the City of Ankeny, Iowa, hereinafter referenced the CITY, and Amerco Real Estate Company, hereinafter referenced the PROPERTY OWNERS.

WITNESSETH:

WHEREAS, the City desires to encourage orderly community development and provide for the regulation and control of the extension of public improvements, public services, and utilities; and

WHEREAS, the Property Owner, as the developer and/or owner of a construction or reconstruction project in the City of Ankeny, is subject to the program implemented by the City to address storm water runoff from the project; and

WHEREAS, in order to comply with the program implemented by the City, the Property Owner has executed a Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement (hereinafter "Agreement") with the City to address the rights and obligations of the parties regarding control of post-construction storm water runoff from the project; and

WHEREAS, a provision of the Agreement requires the Property Owner to execute this Agreement and Waiver in favor of the City to allow the City to recover any costs expended for action taken by the City, its consultants, contractors and assigns to address the maintenance, reconstruction, repair, grading or dredging of the Storm Water Management Facility or Easement Area if the Property Owner or the Property Owner's successors and assigns fail to do so; and

WHEREAS, this Agreement and Waiver is made in conjunction with the Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement located on:

An easement for stormwater management purposes over that part of Lot 2, Harkin's View, according to the recorded plat thereof, City of Ankeny, Polk County, Iowa is described as follows:

Commencing at the Southeast corner of said Lot 2, thence North 00 degrees 04 minutes 33 seconds East (assumed bearing) on the east line of said Lot 2, a distance of 549.73 feet to the southeast corner of land described in Book 18862, Page 535 and also the point of beginning; thence South 89 degrees 29 minutes 33 seconds West, on the south line of said property, 594.73 feet to the southwest corner of said property; thence North 00 degrees 04 minutes 33 seconds East, on the west line of said property, 163.01 feet; thence North 89 degrees 29 minutes 33 seconds East, 594.73 feet to a point on the east line of said Lot 2; thence South 00 degrees 04 minutes 33 seconds West, on said east line, 163.01 feet to the point of beginning.

and applies to the property described as:

THAT PART OF LOT 2 IN HARKIN'S VIEW, AN OFFICIAL PLAT IN POLK COUNTY, IOWA DESCRIBED AS FOLLOWS BEGINNING AT A POINT 675.8 FEET SOUTH AND 725.3 FEET EAST ON THE NORTHWEST CORNER OF SECTION 25, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA; THENCE SOUTH 0°00' EAST, 757 FEET PARALLEL TO THE WEST LINE OF SAID SECTION 25; THENCE NORTH 89°25' EAST 598.6 FEET; THENCE N0°00' EAST, 545.3 FEET TO THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF THE CHICAGO NORTH WESTERN RAILROAD; THENCE NORTHWESTERLY ALONG SAID RIGHT-OF-WAY A DISTANCE OF 247.7 FEET; THENCE WEST 464.7 FEET PARALLEL TO THE NORTH LINE OF SAID SECTION 25 TO THE PLACE OF BEGINNING;

AND

PART OF LOTS 2 AND 3 HARKIN'S VIEW, AN OFFICIAL PLAT OF THE NORTHWEST ¼ OF SECTION 25, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE 5TH P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT: BEGINNING AT A POINT ON THE NORTH SECTION LINE OF 25, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE 5TH P.M., 663.5 FEET EAST OF THE NORTHWEST CORNER OF SAID

SECTION; THENCE SOUTH 675.8 FEET PARALLEL TO THE WEST LINE OF THE NORTHWEST ¼ OF SAID SECTION 25; THENCE EAST 526.5 FEET PARALLEL TO THE NORTH LINE OF THE NORTHWEST ¼ OF SAID SECTION 25 TO THE WEST RIGHT-OF-WAY LINE OF CHICAGO NORTHWESTERN RAILROAD; THENCE NORTHWESTERLY 799.4 FEET ALONG THE WEST RIGHT-OF-WAY LINE OF CHICAGO NORTHWESTERN RAILROAD TO THE NORTH LINE OF NORTHWEST ¼ OF SAID SECTION 25; THENCE WEST 96.1 FEET TO THE POINT OF BEGINNING; SUBJECT TO LEGALLY ESTABLISHED HIGHWAYS.

NOW, THEREFORE, BE IT AGREED AMONG THE PARTIES AS FOLLOWS:

1. In the event the Property Owner or its successors and assigns fail to comply with the requirements of the Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement regarding any action necessary for the maintenance, reconstruction, repair, grading or dredging of the Storm Water Management Facility or Easement Area, the City shall have the right to cause the above-described actions completed in accordance with such plans and specifications as it shall deem appropriate.
2. For the purpose of this Agreement, the City may elect to enter into a contract for the completion of such actions as a part of any contract(s) and assess the cost of such actions to the Property Owner or its successors and assigns pursuant to the formula established in the Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement.
3. In consideration for the completion of such actions by the City, the undersigned Property Owners hereby WAIVE the following:
 - A. All legal formalities of whatsoever kind or character required by the laws of Iowa to be observed by cities in the completion of said actions where the expense of such Improvements is to be assessed against private property; and
 - B. Each and every question of jurisdiction, the intention of the Property Owners being to authorize and direct said City to complete such actions without requiring any of the formalities or legal proceedings required of cities by the statutes of Iowa; and
 - C. Any limitation of the amount of said assessment as a percentage of valuation as provided in the Code of Iowa; and
 - D. Any right to defer or postpone the payment for any such action.
4. It is further agreed that:
 - A. When said actions have been constructed or completed in accordance with the plans and specifications, the City may make assessments against the properties of the undersigned Property Owners, or their successors or assigns, for their pro-rata share of the entire cost of the construction and/or completion of said actions.
 - B. Said assessments shall be due immediately and will be paid to the City of Ankeny and shall constitute a lien upon the properties hereinafter described. Further, each of the undersigned Property Owners hereby agree to accept responsibility for the assessment which is thus assessed against the Owner's property.
 - C. Said assessments shall have the same legal force and effect as if all the legal formalities provided by law in such cases had been fully and faithfully performed and observed.
5. The amount and proportion of the cost of the actions completed by the City to be paid shall be ascertained and determined by the City's engineering staff and reported to the City Council, which shall make such changes or alterations as they may require. When said costs are determined and approved by the City Council, they shall constitute the assessments against the properties.
6. The Property Owners retain the right to request of the City a review of the mathematical calculations made to ensure their accuracy.
7. Property Owners hereby authorize the City Council to pass any Resolution requisite or necessary to order and secure said actions, to provide for the construction of the same and to make the assessments herein provided for,

without further notice to said Property Owners or any of them. Any such Resolution may contain recitals that said actions are ordered or made by the Council without petition of Property Owners, without in any way qualifying this Agreement or releasing the Property Owners from their obligation to pay the assessments levied against their property for the cost of said action.

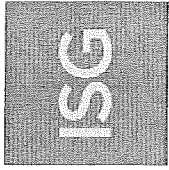
8. Each Property Owner warrants that the real estate described below is free and clear of all liens and encumbrances other than for ordinary taxes, except for such liens as are held by lienholders hereinafter listed and designated as signers of this Agreement and Waiver. Each lienholder designated below, by execution of this Agreement and Waiver, consent to the subordination of its lien to the lien of the assessment levied pursuant hereto.
9. Each Property Owner further agrees that the terms of this Agreement and Waiver shall become a covenant which runs with the land of the below-referenced property, and shall be binding upon all successors and assigns. Furthermore, each Property Owner shall give a copy of this Agreement and Waiver to all successors and assigns.
10. The signatories and the City agree this document will be recorded in the office of the appropriate county recorder to ensure that any and all future purchasers of property are put on notice of the above conditions.

PROPERTY OWNER NAME: Amerco Real Estate Company

By 
Name Matthew F. Braccia - President
Date 2/13/2023
Witness 
Name Ryan Johnson

LENDER NAME:

By: _____
Name: _____
Title: _____



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UHAUL MOVING & STORAGE

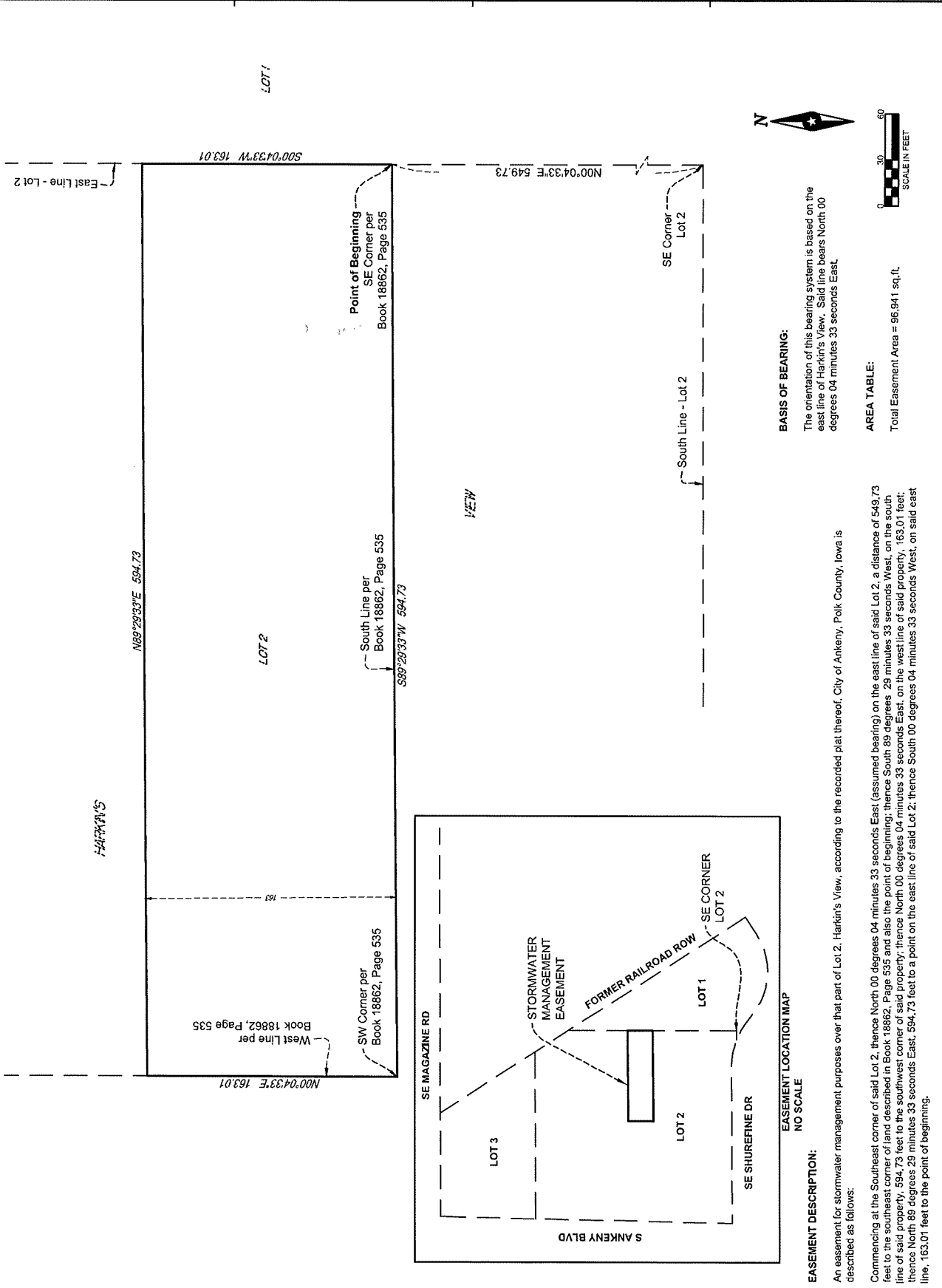
ANIKENTY
IQUMA

REVISION SCHEDULE		PROJECT NO.	22-NV82
DATE	DESCRIPTION	CAD FILE NAME	208R2 STORMWATER CEMENT
		DRAWN BY	--
		DESIGNED BY	--
		REVIEWED BY	RRR
		ORIGINAL ISSUE DATE	7-1-91
		CLIENT PROJECT NO.	

EXHIBIT "B"
STORMWATER
MANAGEMENT
EASEMENT

133745

OF 1



EASEMENT LOCATION MAP
NO SCALE

EASEMENT DESCRIPTION:
An easement for stormwater described as follows:

Commencing at the Southeast corner of said Lot 2, thence North 00 degrees 04 minutes 33 seconds East (assumed bearing) on the east line of said Lot 2, a distance of 549.73 feet to the southeast corner of land described in Book 18862, Page 535 and also the point of beginning; thence South 89 degrees 29 minutes 33 seconds West, on the south line of said property, 594.73 feet to the southwest corner of said property; thence North 00 degrees 04 minutes 33 seconds East, on the west line of said property, 163.01 feet; thence North 89 degrees 29 minutes 33 seconds East, 594.73 feet to a point on the east line of said Lot 2; thence South 00 degrees 04 minutes 33 seconds West, on said east line, 163.01 feet to the point of beginning.



ANKENY CITY COUNCIL

City Council Agenda

March 6, 2023

5 : 30 PM

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Consider motion to adopt **RESOLUTION** accepting a proposal from Shekar Engineering, P.L.C. in the amount of \$177,141.61 for the construction of the 2023 Pedestrian Ramp Improvements Program - Fountain View project.

EXECUTIVE SUMMARY:

The action before the Council is the adoption of a Resolution accepting a proposal from Shekar Engineering, P.L.C. for the 2023 Pedestrian Ramp Improvements Program - Fountain View project.

The 2023 Pedestrian Ramp Improvements Program – Fountain View project includes the removal and replacement of pedestrian ramps within the Fountain View neighborhood, generally located between NE Trilein Drive and NE Delaware Avenue and between NE 9th Street and NE 15th Street in the City of Ankeny.

The construction improvements include the removal and replacement of 18 ramps at 6 intersections, totaling approximately 630 SY of 7" thick PCC Class C-SUD patches, 385 SY of sidewalk removal, 250 SY of 4" thick PCC sidewalk, and 150 SY of 6" thick PCC sidewalk. Other associated improvements include removal and replacement of curb and gutter, cast-in-place intakes, minor manhole adjustments, removal and reinstallation of signs, temporary traffic control, mobilization, and miscellaneous associated work necessary to complete the project.

Bid invitations were sent to twenty (20) contractors. Four (4) bids were received for the project as follows:

Shekar Engineering, P.L.C. \$177,141.61

Concrete Connection, LLC \$184,000.00

Caliber Concrete, LLC \$204,596.56

Howrey Construction, Inc. \$290,770.00

The Engineer's estimated cost for the project was \$177,430.00. The bids ranged from 0.2% below to 64% above the engineer's estimate. Shekar Engineering, P.L.C. has completed similar 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 2023 Pedestrian Ramp Improvements Program - Fountain View project to Shekar Engineering, P.L.C. of Des Moines, Iowa.

FISCAL IMPACT: No

The 2023 Pedestrian Ramp Improvements Program - Fountain View project is included within the Annual Sidewalk/Trail Construction Program of the 2023-2027 CIP with construction scheduled for 2023.

CITY MANAGER'S RECOMMENDATIONS:

Approve the motion to adopt RESOLUTION accepting a proposal from Shekar Engineering, P.L.C. in the amount of \$177,141.61 for the 2023 Pedestrian Ramp Improvements Program - Fountain View project.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Bid Tabulation
 Location Map

RESOLUTION 2023-XXX

A RESOLUTION ACCEPTING A PROPOSAL FROM SHEKAR ENGINEERING, P.L.C. IN THE AMOUNT OF \$177,141.61 FOR THE CONSTRUCTION OF THE 2023 PEDESTRIAN RAMP IMPROVEMENTS PROGRAM – FOUNTAIN VIEW PROJECT.

WHEREAS, the City of Ankeny desires to bring 18 pedestrian ramps at 6 intersections into ADA compliance within the Fountain View neighborhood, generally located between NE Trilein Drive and NE Delaware Avenue and between NE 9th Street and NE 15th Street, and;

WHEREAS, a request for proposal was sent out to twenty (20) contractors, and;

WHEREAS, the results of the request for proposal are as follows:

Shekar Engineering, P.L.C.	\$177,141.61
Concrete Connection, LLC	\$184,000.00
Caliber Concrete, LLC	\$204,596.56
Howrey Construction, Inc.	\$290,770.00
Engineer's Estimated Cost	\$177,430.00

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa, that the Proposal from Shekar Engineering, P.L.C. in the amount of \$177,141.61 be accepted for the construction of the 2023 Pedestrian Ramp Improvements Program – Fountain View project, the Mayor be authorized to sign the construction Contract, and the construction Performance, Payment, and Maintenance Bond be accepted.

DATED this 6th day of March, 2023.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

2023 Pedestrian Ramp Improvements Program - Fountain View
Between NE Trilein Drive and NE Delaware Avenue and between NE 9th Street and NE 15th Street
February 28, 2023

Howrey Construction's Total Amount Bid was \$277,020.00. However, Unit Prices on their Proposal Form add up to \$290,770.00



NW STATE STREET

NW 18TH STREET

NE 18TH STREET

PROJECT LOCATION

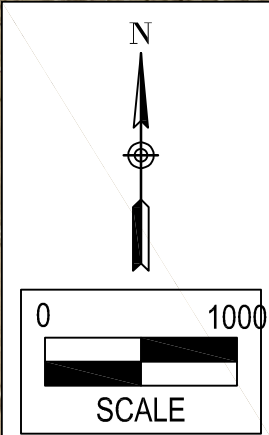
NE TRILEIN DRIVE

E 1ST STREET

NE DELAWARE AVENUE

INTERSTATE 35

W 1ST STREET



LOCATION MAP
2023 PEDESTRIAN RAMP IMPROVEMENTS PROGRAM - FOUNTAIN VIEW

SHEET
1

PUBLIC WORKS
DEPARTMENT
ENGINEERING
DIVISION





ANKENY CITY COUNCIL

City Council Agenda

March 6, 2023

5 : 30 PM

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Consider motion to adopt **RESOLUTION** accepting a proposal from Concrete Connection, LLC in the amount of \$180,000.00 for the construction of the 2023 Pedestrian Ramp Improvements Program - Barclay project.

EXECUTIVE SUMMARY:

The action before the Council is the adoption of a Resolution accepting a proposal from Concrete Connection, LLC for the 2023 Pedestrian Ramp Improvements Program - Barclay project.

The 2023 Pedestrian Ramp Improvements Program - Barclay project includes the removal and replacement of pedestrian ramps within the Barclay neighborhood, generally located just south of NE 18th Street between NE Trilein Drive and NE Delaware Avenue in the City of Ankeny.

The construction improvements include the removal and replacement of 29 ramps at 12 intersections,

totaling approximately 525 SY of 7" thick PCC Class C-SUD patches, 650 SY of sidewalk removal, 375 SY of 4" thick PCC sidewalk, 20 SY of 5" thick PCC sidewalk, and 200 SY of 6" thick PCC sidewalk. Other associated improvements include removal and replacement of curb and gutter, minor manhole adjustments, temporary traffic control, mobilization, and miscellaneous associated work necessary to complete the project.

Bid invitations were sent to twenty (20) contractors. Three (3) bids were received for the project as follows:

Concrete Connection, LLC \$180,000.00

Caliber Concrete, LLC \$200,580.90

Howrey Construction, Inc. \$206,975.00

The Engineer's estimated cost for the project was \$169,325.00. The bids ranged from 6% above to 22% above the engineer's estimate. Concrete Connection, LLC has completed similar 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 2023 Pedestrian Ramp Improvements Program - Barclay project to Concrete Connection, LLC of Johnston, Iowa.

FISCAL IMPACT: No

The 2023 Pedestrian Ramp Improvements Program - Barclay project is included within the Annual Sidewalk/Trail Construction Program of the 2023-2027 CIP with construction scheduled for 2023.

CITY MANAGER'S RECOMMENDATIONS:

Approve the motion to adopt RESOLUTION accepting a proposal from Concrete Connection, LLC in the amount of \$180,000.00 for the 2023 Pedestrian Ramp Improvements Program - Barclay project.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download

 [Resolution](#)

 [Bid Tabulation](#)

 [Location Map](#)

RESOLUTION 2023-XXX

A RESOLUTION ACCEPTING A PROPOSAL FROM CONCRETE CONNECTION, LLC IN THE AMOUNT OF \$180,000.00 FOR THE CONSTRUCTION OF THE 2023 PEDESTRIAN RAMP IMPROVEMENTS PROGRAM - BARCLAY PROJECT.

WHEREAS, the City of Ankeny desires to bring 29 pedestrian ramps at 12 intersections into ADA compliance within the Barclay neighborhood, generally located just south of NE 18th Street between NE Trilein Drive and NE Delaware Avenue in the City of Ankeny, and;

WHEREAS, a request for proposal was sent out to twenty (20) contractors, and;

WHEREAS, the results of the request for proposal are as follows:

Concrete Connection, LLC	\$180,000.00
Caliber Concrete, LLC	\$200,580.90
Howrey Construction, Inc.	\$206,975.00
Engineer's Estimated Cost	\$169,325.00

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa, that the Proposal from Concrete Connection, LLC in the amount of \$180,000.00 be accepted for the construction of the 2023 Pedestrian Ramp Improvements Program - Barclay project, the Mayor be authorized to sign the construction Contract, and the construction Performance, Payment, and Maintenance Bond be accepted.

DATED this 6th day of March, 2023.

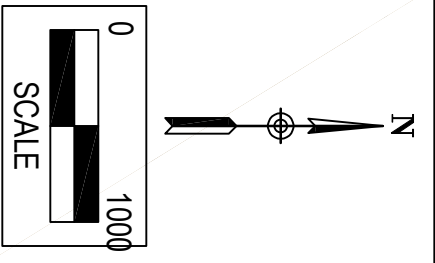
Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

Bid Tabulation																		
2023 Pedestrian Ramp Improvements Program - Barclay Neighborhood																		
Pedestrian Ramp Improvements in the Barclay Neighborhood																		
February 28, 2023																		
			Unit	Engineer's Estimate			Concrete Connection, LLC			Caliber Concrete, LLC			Howrey Construction, Inc.					
Item No.	SUDAS No.	Item		Total	Unit Price	Total Price	Total	Unit Price	Total Price	Total	Unit Price	Total Price	Total	Unit Price	Total Price	Total	Unit Price	Total Price
		STRUCTURES FOR SANITARY AND STORM SEWERS																
6.01	6010-B	Intake, SW-501, 3'-0" x 2'-0", Cast-in-place	EA	1	\$ 3,500.00	\$ 3,500.00	1	\$ 5,000.00	\$ 5,000.00	1	\$ 4,250.00	\$ 4,250.00	1	\$ 4,800.00	\$ 4,800.00			
6.02	6010-E-1	Manhole Adjustment, Sanitary, Minor, Two-Piece Casting	EA	4	\$ 2,000.00	\$ 8,000.00	4	\$ 1,500.00	\$ 6,000.00	4	\$ 3,000.00	\$ 12,000.00	4	\$ 2,200.00	\$ 8,800.00			
6.03	6010-H-2	Remove Intake	EA	1	\$ 1,000.00	\$ 1,000.00	1	\$ 1,500.00	\$ 1,500.00	1	\$ 1,500.00	\$ 1,500.00	1	\$ 2,500.00	\$ 2,500.00			
		STREETS AND RELATED WORK																
7.01	7010-E	Curb and Gutter, PCC, Class C-SUD, 2.0' Wide, 7" Thick	LF	100	\$ 35.00	\$ 3,500.00	100	\$ 35.00	\$ 3,500.00	100	\$ 42.12	\$ 4,212.00	100	\$ 48.00	\$ 4,800.00			
7.02	7030-A-1	Removal of Sidewalk	SY	660	\$ 15.00	\$ 9,900.00	660	\$ 18.00	\$ 11,880.00	660	\$ 11.00	\$ 7,260.00	660	\$ 12.00	\$ 7,920.00			
7.03	7030-E	Sidewalk, PCC, Class C, 4" Thick	SY	365	\$ 65.00	\$ 23,725.00	365	\$ 75.00	\$ 27,375.00	365	\$ 106.86	\$ 39,003.90	365	\$ 80.00	\$ 29,200.00			
7.04	7030-E	Sidewalk, PCC, Class C, 5" Thick	SY	20	\$ 80.00	\$ 1,600.00	20	\$ 110.00	\$ 2,200.00	20	\$ 112.00	\$ 2,240.00	20	\$ 175.00	\$ 3,500.00			
7.05	7030-E	Sidewalk, PCC, Class C, 6" Thick	SY	210	\$ 100.00	\$ 21,000.00	210	\$ 110.00	\$ 23,100.00	210	\$ 117.98	\$ 24,775.80	210	\$ 95.00	\$ 19,950.00			
7.06	7030-G	Detectable Warnings, Galvanized Steel	SF	280	\$ 60.00	\$ 16,800.00	280	\$ 80.00	\$ 22,400.00	280	\$ 75.00	\$ 21,000.00	280	\$ 55.00	\$ 15,400.00			
7.07	7040-A	Full Depth Patches, PCC, Class C-SUD, 7" Thick	SY	520	\$ 115.00	\$ 59,800.00	520	\$ 90.00	\$ 46,800.00	520	\$ 124.86	\$ 64,927.20	520	\$ 135.00	\$ 70,200.00			
7.08	7040-I	Curb and Gutter Removal, 2.0' Wide	LF	100	\$ 10.00	\$ 1,000.00	100	\$ 35.00	\$ 3,500.00	100	\$ 9.12	\$ 912.00	100	\$ 25.00	\$ 2,500.00			
		TRAFFIC CONTROL																
8.01	8030-A	Temporary Traffic Control	LS	1	\$ 6,000.00	\$ 6,000.00	1	\$ 11,245.00	\$ 11,245.00	1	\$ 2,500.00	\$ 2,500.00	1	\$ 13,500.00	\$ 13,500.00			
		SITE WORK AND LANDSCAPING																
9.01	9040-Q-2	Erosion Control Mulching, Hydromulching, BFM with Temporary Seeding	AC	0.25	\$ 10,000.00	\$ 2,500.00	0.25	\$ 20,000.00	\$ 5,000.00	0.25	\$ 30,000.00	\$ 7,500.00	0.25	\$ 41,500.00	\$ 10,375.00			
		MISCELLANEOUS																
11.01	11,020-A	Mobilization	LS	1	\$ 10,000.00	\$ 10,000.00	1	\$ 9,500.00	\$ 9,500.00	1	\$ 7,000.00	\$ 7,000.00	1	\$ 12,000.00	\$ 12,000.00			
11.02	11,050-A	Concrete Washout	LS	1	\$ 1,000.00	\$ 1,000.00	1	\$ 1,000.00	\$ 1,000.00	1	\$ 1,500.00	\$ 1,500.00	1	\$ 1,530.00	\$ 1,530.00			
TOTAL AMOUNT BID =						\$ 169,325.00			\$ 180,000.00			\$ 200,580.90			\$ 206,975.00			

*Calculation Error



LOCATION MAP
2023 PEDESTRIAN RAMP IMPROVEMENTS PROGRAM - BARCLAY



PUBLIC WORKS
DEPARTMENT
ENGINEERING
DIVISION



ANKENY CITY COUNCIL

City Council Agenda

March 6, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to receive and file the Fiber Optic Network Master Plan dated March 2023 as completed by Olsson.

EXECUTIVE SUMMARY:

For over two decades, the City has developed a digital communications network to support traffic signal operations and the general communication demands of a government agency. The purpose of this Fiber Optic Network Master Plan is to address needs identified by the City to provide a more reliable, secure and maintainable network while still allowing flexibility and scalability to support future growth and development. This plan provides recommendations and prioritization for fiber optic network expansion and documentation that will improve reliability, reach additional facilities, provide network redundancy, maintain the City's internet security standards, and support network staffing, management, and maintenance.

The City owns, operates and maintains most of the existing fiber optic network cable and conduit with minimal shared partner agreements for portions of the system. Development of the fiber optic network was

initially focused on the connection of traffic signals until recently when City facilities were considered in network development. This has resulted in a system that is effective but has some gaps and constricted capacity. There are some missing segments of the fiber optic network and some City facilities that do not have service. Planned or recent new facilities, such as Fire Stations #3 and #4, the Kirkendall Public Library, and the Albaugh Community Center, have presented challenges to provide the needed fiber optic bandwidth and secure, quality service. Additionally, due to the age of the original fiber optic network deployment, large sections of the network are currently operating with outdated and limited-capacity fiber optic cables.

To achieve the needs and priorities identified by the Public Works and Information Technology (IT) Departments during stakeholder meetings, the proposed fiber optic network is intended to primarily utilize a network ring topology. A complete path-diverse fiber optic ring will offer both primary and secondary secure routes for the communication between traffic signals or City facilities, respectively. The proposed fiber optic network will consist of two separate single-mode fiber optic cables, one for the traffic signal network primarily used by Public Works, and one for the City services network managed by the IT Department. The two networks will share the same conduit route but will provide separate trunk and branch fiber optic cables and connections as needed to various City facilities and traffic signals.

The Master Plan identifies the Fiber Optic Network Upgrade in the 2023-2027 Capital Improvement Program as phase 1 of the ultimate proposed fiber optic network, and it recommends that the most cost-effective and efficient implementation will be as a single project completed over multiple years. Prioritization of subsequent phases will be identified as new City facilities and traffic signals are constructed, the City's growth continues and the phase 1 project is completed.

FISCAL IMPACT: No

The consultant costs for developing the Fiber Optic Network Master Plan were included in the FY 2022 and 2023 operating budget for the Public Works Department.

CITY MANAGER'S RECOMMENDATIONS:

Approve motion to receive and file the Fiber Optic Network Master Plan dated March 2023, as completed by Olsson.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Master Plan

Fiber Optic Network Master Plan

As prepared by

olsson[®]

March 2023



city of
Ankeny

Fiber Optic Network Master Plan

EXECUTIVE SUMMARY

For over two decades, the City of Ankeny, Iowa has focused on the development of a digital communications network. The purpose of this Fiber Optic Network Master Plan is to address needs identified by the City to provide a more reliable and maintainable network while still allowing flexibility and scalability to support future growth and development. This plan provides direction and prioritization for fiber optic network expansion and documentation that will improve reliability, reach additional facilities, provide network redundancy, and support network staffing, management, and maintenance.

Existing Fiber Optic Network

The City owns most of the existing fiber optic network cable and conduit with occasional use of shared partner agreements for portions of the system. Development of the fiber optic network was initially focused on the connection of traffic signals until recently when City facilities were considered in network development. This has resulted in a system that is effective but has some gaps. Specifically, there are some missing segments of the fiber optic network and some facilities without service. Additionally, due to the age of the original fiber optic network deployment over two decades ago, large sections of the network are currently operating with outdated and limited-capacity fiber optic cables.

Proposed Fiber Optic Network

To achieve the needs and priorities identified by the City of Ankeny Public Works and Information Technology (IT) Departments during stakeholder meetings, the proposed fiber optic network is intended to primarily utilize a network ring topology. A complete path-diverse fiber optic ring will offer an alternate or secondary route for the communications between signals or facilities. The proposed fiber optic network will consist of two separate 96 count single-mode fiber optic cables, one for the traffic signal network primarily used by Public Works and one for the City services network managed by the IT Department. The two networks will share the same fiber optic trunk cable and conduit route but will provide separate branch cables and connections as needed to various facilities and traffic signals.

Based on project priorities, it was determined that Phase 1 implementation would consist of the seven (7) projects required to achieve the fully-redundant fiber optic ring topology. The proposed fiber optic network and seven (7) Phase 1 projects are illustrated in **FIGURE E-1**. In total, 20 projects were identified and distributed over four (4) phases. The additional phases are not detailed by individual project as prioritization will need to be reevaluated in three (3) years or at the completion of Phase 1 based on then current priorities for the City.

Cost estimates to design, construct, and test the entirety of Phase 1 projects totaled approximately \$2,880,000. For this reason, Phase 1 is anticipated to be completed over a four (4) to five (5) year period as funding allows. The infrastructure impacts and cost estimates for projects under Phase 1 can be found in **TABLE E-1**. Cost estimates for the entirety of the proposed fiber optic network are approximately \$8,950,000. However, as specific projects and phases are designed, these costs may adjust for value engineering based on a detailed inventory of existing infrastructure.

Fiber Optic Network Master Plan

TABLE E-1: PROPOSED FIBER OPTIC NETWORK INFRASTRUCTURE IMPACTS AND COSTS – PHASE 1

PROJECT ID	TRAFFIC SIGNALS	CCTVS	FACILITIES	LINEAR FEET OF PROJECT	ESTIMATED COST
1-A	5	3	6	11,300	\$155,000
1-B	10	4		16,900	\$565,000
1-C	7			15,700	\$535,000
1-D	2	1		11,000	\$300,000
1-E	3	2		11,200	\$375,000
1-F	16	6	3	33,500	\$535,000
1-G	14	4	2	21,400	\$415,000
Total	57	20	11	121,000	\$2,880,000

System Management and Maintenance

Maintenance and management of the fiber optic network is imperative to ensuring the longevity and operability of the system. To reduce the potential for expensive unplanned outages and damage to the system, it is essential to maintain accurate documentation of the fiber optic network. Currently, the City utilizes OSPInsight to provide asset management of the fiber optic network. As network expansion occurs, a regular evaluation of funding and required staffing to provide locates, documentation, and maintenance for the fiber optic network should be completed.

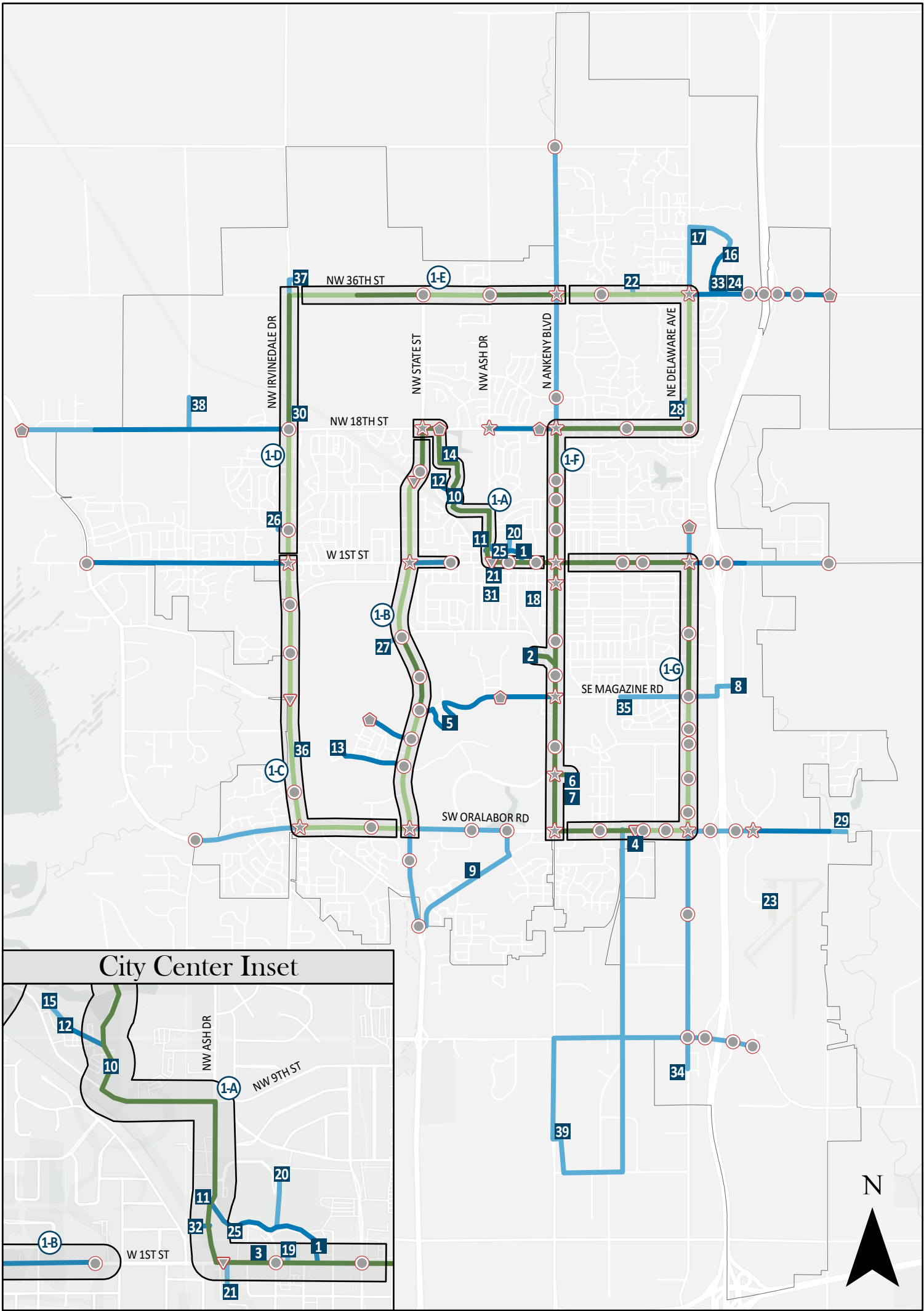
Master Plan Updates

This Fiber Optic Network Master Plan is intended as a living document that provides guidance on the layout, design, installation, maintenance, and management of the fiber optic network. As such, the plan and identified priorities should be periodically updated to address new growth and expansion of the City. The update should include any major changes that would substantially impact the current master plan. The plan is recommended to be revisited in three (3) years based on current City growth.

FIGURE E-1: PROPOSED FIBER OPTIC NETWORK PROJECTS - PHASE 1

Facilities Legend

- 1 City Hall
- 2 Ankeny Police Department
- 3 Fire Station #1 (Headquarters)
- 4 Fire Station #2
- 5 Kirkendall Public Library
- 6 Public Works Maintenance
- 7 Water Maintenance Shop
- 8 Wastewater Shop & ASR #3
- 9 Saylor Creek Lift Station
- 10 Public Services Building & TMC
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- 13 Cascade Falls Aquatic Center
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- 34 Delaware Pump Station
- 35 Magazine Pump Station
- 36 SW Irvinedale Water Tower
- 37 NW Irvinedale Water Tower
- 38 Fire Station #4 - Planned
- 39 Polk County Sheriff (by others)



Map Legend

- | | | |
|--------------------------------|---|---------------------------|
| ○ Traffic Signal | — Proposed Fiber Trunk Cable in New Conduit | □ Phase 1 Project Extents |
| ★ Traffic Signal + Hub Cabinet | — Proposed Fiber Trunk Cable in Existing Conduit | ⓐ Phase 1 Project IDs |
| ▽ Hybrid Beacon | — Proposed Fiber Branch Cable in New Conduit | |
| ◊ Future Traffic Signal | — Proposed Fiber Branch Cable in Existing Conduit | |

Fiber Optic Network Master Plan

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Fiber Optic Network Master Plan

1. INTRODUCTION

The City of Ankeny, Iowa is a dynamic community experiencing record breaking growth and development. Over the last two decades, the City has developed an extensive digital communications network. Digital communication networks provide benefit by connecting everything from computer devices, mobile devices, emergency radios, traffic signals, water pump stations, cameras, fire stations, library, maintenance vehicles, and, above all, people.

The City's fiber optic network, which was initially established to support traffic needs, now also connects many City facilities. The network provides critical communications for emergency services, access for City staff to the City computer network, access for payments at City facilities, and the ability to monitor operations of critical City facilities for health. The existing network has grown to include partnerships with other communications agencies to achieve connections for critical links.

The current fiber optic network has been built on a budget to service needs as they were identified or anticipated. This has resulted in a system that connects many City facilities but lacks some resiliency because of insufficient redundancy. Additionally, the demand for high-quality digital communications, including facility-to-facility intranet, internet, and voice services, has greatly increased over time. As such, there was an immediate need for the City to document, evaluate, upgrade, and develop a general master plan to create a fully complete and resilient fiber optic network.

1.1 Document Purpose

The purpose of this Fiber Optic Network Master Plan is to address needs identified by the City to provide a more reliable and maintainable network while still allowing flexibility and scalability to support future growth and development. This study provides direction and prioritization for fiber optic network expansion and documentation that will improve reliability, reach additional facilities, provide network redundancy, and support network maintenance. The process to identify needs and establish priorities was as follows:

- Document general existing network conditions
- Identify needs of individual departments and the City as a whole
- Develop a prioritization strategy to meet identified needs
- Address governance, maintenance, and management of the network
- Describe anticipated budget and schedule
- Provide implementable recommendations and strategies

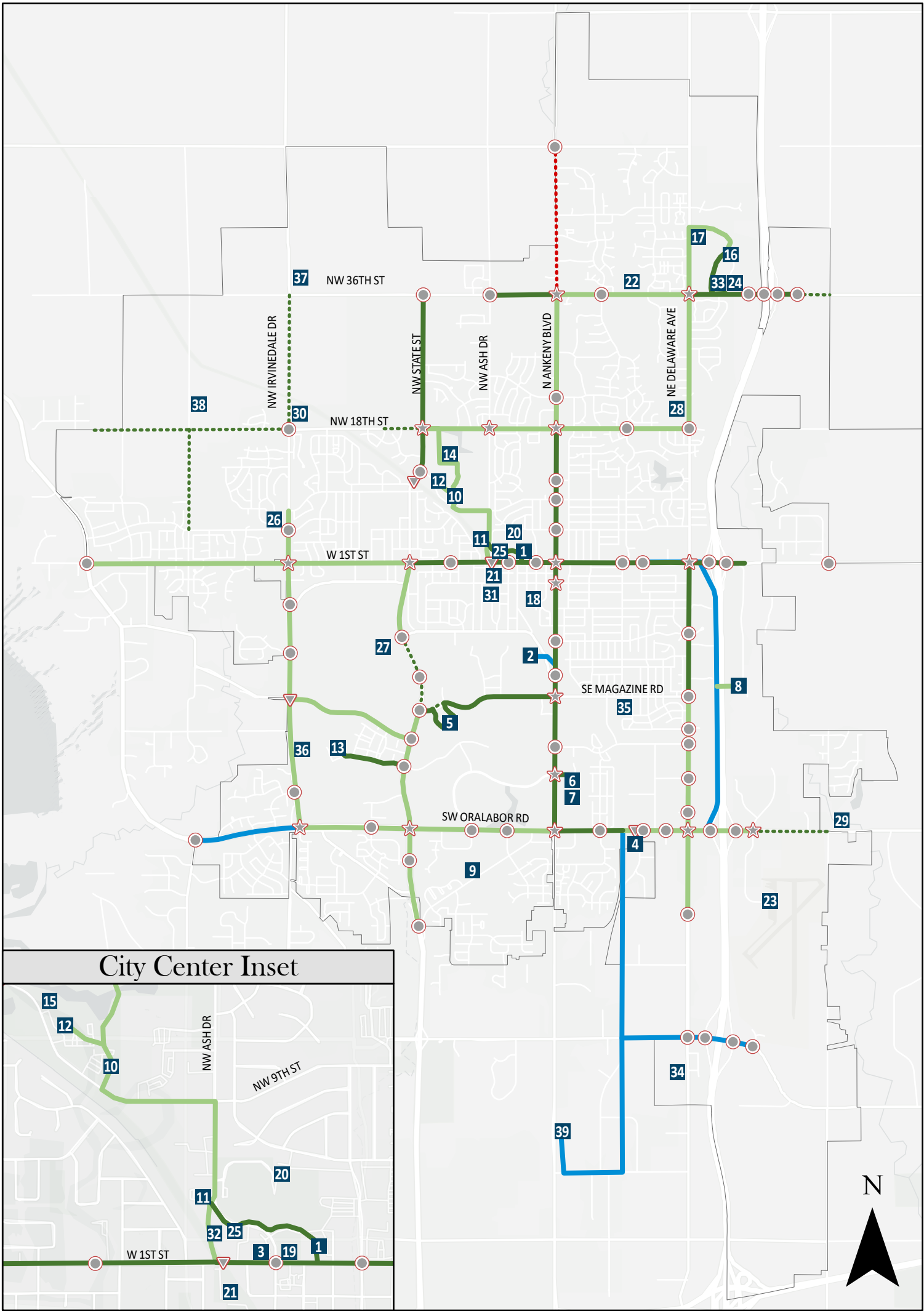
2. EXISTING NETWORK

Olsson has reviewed and inventoried the City's existing fiber optic network infrastructure, existing facilities, and traffic connections. As illustrated in **FIGURE 1**, this section provides a summary of the overall existing fiber optic network, which includes a mixture of single-mode fiber cables, multi-mode fiber drop cables, hybrid single-mode/multi-mode fiber cables, empty conduits reserved for future use, and shared conduits and/or cables with external partners.

FIGURE 1: EXISTING FIBER OPTIC NETWORK

Facilities Legend

- 1 City Hall
- 2 Ankeny Police Department
- 3 Fire Station #1 (Headquarters)
- 4 Fire Station #2
- 5 Kirkendall Public Library
- 6 Public Works Maintenance
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- 37 NW Irvinedale Water Tower
- 38 Fire Station #4 - Planned
- 39 Polk County Sheriff (by others)



Map Legend

- Traffic Signal
- ★ Traffic Signal + Hub Cabinet
- ▽ Hybrid Beacon
- Existing Conduit with Single Mode Cable Only
- Existing Conduit with Hybrid Cable or Mixed Cable Types
- Existing Partner Agreement Conduit or Cable
- ... Existing Empty Conduit
- ... Planned Wireless Connection

Fiber Optic Network Master Plan

2.1 Existing Infrastructure

The City owns the majority of the existing fiber optic network cable and conduit. The physical fiber optic network infrastructure is managed and maintained by the Traffic Engineering Division of the Public Works Department. In some locations, usage of partner sharing agreements with other communications agencies for conduit or cable are in place. Development of the communications network has occurred primarily along major thoroughfares throughout the City, with the initial focus of the system being the connection of traffic signals. As the network was implemented, the City recognized opportunities to also connect to City facilities and coordinated these connections with the IT Department. This has resulted in a system that is effective but has some gaps. Specifically, there are some missing segments of the fiber optic network and some facilities without service.

The current network provides an active connection to 68 traffic signals, four (4) hybrid beacons, 19 hub cabinets, 34 closed circuit television (CCTV) cameras, and 18 City facilities. In 2020, the City began the process of identifying, inventorying, and mapping all existing fiber optic network infrastructure and components. Currently, the City manages their fiber optic network assets utilizing OSPInsight, an asset management system specifically designed to manage fiber optic infrastructure. The ability to maintain a healthy and robust fiber optic network relies heavily on the accuracy and management of existing network infrastructure assets.

2.1.1 Existing Conduit Infrastructure Condition

The existing conduit network consists of a combination of high-density polyethylene (HDPE), polyvinyl chloride (PVC), and rigid steel conduits totaling approximately 37 miles in length. Through shared partner agency agreements, the City also utilizes approximately eight (8) miles of conduits owned by Iowa Communications Network (ICN) or Aureon, a local carrier service.

A minimum conduit depth of 42 inches is vital to provide protection from digging and accidental damage which result in costly repairs. As with all buried conduits, water will be present and go through cycles of freeze-thaw in the conduit which can crush cables located in the conduit. Outdoor rated fiber optic cables are manufactured to provide protection from being crushed during freeze-thaw conditions, but the minimum conduit depth of 42 inches provides additional protection by locating the fiber below the freeze line. Issues of attenuation, known as light loss, in the fiber optic cable become more prevalent due to water and freeze-thaw when at grade in handholes connecting the conduit system. More specifically, the issues arise at handhole locations with too tightly coiled fiber optic cable in slack coils or containing a splice case.

At present, most of the early installations of conduits are located at a depth of less than the current City of Ankeny standard of at least 42 inches below the surface. These shallow early installations of conduits are typically found in conjunction with hybrid fiber optic cable locations.

Fiber Optic Network Master Plan

2.1.2 Existing Fiber Optic Network

Development of the existing City-owned fiber optic communications network has occurred primarily along major thoroughfares in the City as connections were required. This has generated a flat network with daisy chained device connections and limited physical system redundancies. The type of fiber optic cable the City utilizes includes single-mode fibers and multi-mode fibers in three different cable configurations.

- **Multi-mode** fibers are used over shorter distances and provide lower speeds.
- **Single-mode** fibers can be used over long and short distances while also offering higher speeds.
- **Hybrid** cables include bundles of both single and multi-mode fibers.

Originally, multi-mode fibers were more available and cost-effective than single-mode fibers. During the initial fiber optic network deployment in 2001, it was typical to utilize hybrid single-mode/multi-mode fiber optic cables to connect network devices. These cables included a quantity of both single-mode and multi-mode fiber strands. As technologies have progressed, it is now more cost effective and provides a more robust system to utilize only single-mode fiber optic cables. As such, the City has approximately 21 miles of outdated hybrid cable throughout the City from initial deployments and expansions. In some locations, there are fiber cables containing only multi-mode fibers connected to a hybrid cable.

Within multiple segments of both the traffic signal and City services network, the current hybrid fiber cable is creating network constraints and limiting opportunities for expansion and redundancy. This is primarily due to the distance restriction for the multi-mode fibers in the hybrid cable, the limited fiber strand counts in most cables, and the limited production of the more obsolete multi-mode fiber equipment. As projects and budgets have allowed, the City has begun replacing and upgrading the hybrid cables to single-mode cables. Currently, the City has been installing two (2) 96 count single-mode fiber cables to separate the traffic signal network and City services network.

2.2 Wireless Communications

Wireless technologies for communications are currently in use for select City departments or traffic signals at the network extents. The primary uses of wireless technologies include the following:

- The Water Division in the Municipal Utilities Department currently has facilities utilizing the Supervisory Control and Data Acquisition (SCADA) system.
- The Traffic Engineering Division currently has plans to connect one traffic signal and CCTV via a wireless bridge on N Ankeny Boulevard to the NE 54th Street intersection for a short-term connection solution.

2.3 Agency Partnerships

The City currently has shared use agreements with two external partners, ICN and Aureon, which provide connections to City facilities and/or traffic signals around the City. These agreements allow for the shared use of conduits for fiber optic cables and in some cases the shared use of fiber strands on the partner owned fiber optic cable. While partnerships provide cost savings through shared infrastructure, they typically require extensive maintenance coordination and limited redundancy and should be avoided in the future.

Fiber Optic Network Master Plan

2.4 Management and Maintenance

The current fiber optic physical network is managed and maintained by the Traffic Engineering Division staff in the Public Works Department. The Traffic Engineering Division staff is responsible for all connection equipment within each traffic signal cabinet and the management of the core routers used for the traffic signal network. Their management and maintenance extend from the in-ground fiber optic network infrastructure to the fiber distribution unit located within each facility, including the physical connections between distribution units in a facility. All other aspects of networking management and securities within facilities are provided by the IT Department.

As new fiber optic network connection requirements are identified, it is the responsibility of the Public Works Department to determine routes and physical connectivity points while considering current fiber network limitations. Additionally, repairs and maintenance to the fiber optic physical network typically are provided by the Public Works Department. With limited staff and equipment resources, contractors are often used to support larger repairs or maintenance needs.

The City procured OSPInsight as an asset management tool to document the physical network of conduits, fiber cables, cable splices, handholes, switches, cabinets, terminations, etc. Documentation and updates to the OSPInsight system are currently managed by the Public Works Department.

2.5 Current and Planned Projects

Several projects that impact the fiber optic communications network are currently in progress or planned for construction in the near term. These projects, listed in **TABLE 1**, typically coincide with the priority project phases identified as critical segments for redundancy by this master plan. Additionally, there are multiple developer-led traffic signal installations that will provide conduit and/or fiber optic connections to the existing network.

TABLE 1: CURRENT AND PLANNED FIBER OPTIC NETWORK PROJECTS

PLANNED PROJECT	PROJECT LOCATION	YEAR
N Ankeny Blvd – Upgrade	1 st Street to 18 th Street	2022
SE Quadrant Phase 1 – Upgrade	Public Works Signal Shop to Fire Station #2	2022
SE Delaware Avenue – Connection	Magazine Road to 1 st Street	2022
NE 36 th Street – Upgrade	NE Delaware Avenue to Spectrum Drive	2022
SW Quadrant Phase 1 – Connection	State Street from 1 st Street to Magazine Road	2023*
SE Quadrant Phase 2 – Upgrade	SE Oralabor Road & SE Delaware Avenue Area	2023*
SW Quadrant Phase 2 – Upgrade	SW Oralabor Road & SW State Street Area	2024*

* Planned projects will likely become re-prioritized as a result of the fiber optic network master plan.

3. NEEDS ASSESSMENT

To develop an understanding of the needs for the current and future fiber optic network that accommodates the growth of the City, stakeholder meetings with the City's Public Works Department and IT Department were conducted. Understanding the needs of the City provides the basis for strategic recommendations and phasing that will best support the City's goals. The stakeholder meetings generated the following priority network needs:

- Establish network topology and redundancy
- Provide network reliability
- Provide for network expansion and City growth
- Address management and maintenance limitations

3.1 Network Topology and Redundancy

A network's topology is a representation of the physical layout of the communications between devices and how they are connected. Currently, the City's fiber optic network utilizes a variety of topologies which has created an overall hybrid network topology of bus, star, and ring. The primary topology in use by the current fiber optic network is a **bus** topology, also referred to as the drop-and-repeat or daisy chain method. This topology provides no redundancy; therefore, a fiber optic cable cut or device failure results in all downstream devices going off-line. It is not typical for this topology to be deployed in new systems. Additionally, the City uses a **star** topology for most City facility connections, which is similar to the bus topology but uses point-to-point connections. This topology makes the network appear to radiate outward from a single point. Lastly, for some locations of the network, a **ring** topology is installed which uses multiple-point, multiple-path connections between devices and is primarily used by most networks to achieve redundancy.

Both the Public Works and IT departments indicated that improving redundancy of the fiber optic network topology is a high priority. A redundant network throughout the City will provide fault, or failure, tolerance along the fiber optic cable routes, ensuring system dependability. While the current fiber optic network has limited fault tolerance, upgrades and modifications to the existing network can achieve redundancy.

With existing fiber infrastructure locations, using a path diverse fiber optic cable backbone, also referred to as a trunk cable, route to create a ring network topology is ideal for the City to achieve network redundancy. The fiber optic trunk cable can be supplemented with distribution cables, also referred to as branch cables, configured as a collapsed ring, or folded loop, as needed. The ring topology would require an upgrade and increase in fiber optic infrastructure to connect the rings. Depictions of the bus topology (no redundancy), collapsed ring topology (limited redundancy), and network ring topology (full path diverse network redundancy) can be found in **FIGURE 2**, **FIGURE 3**, and **FIGURE 4** respectively.

Fiber Optic Network Master Plan

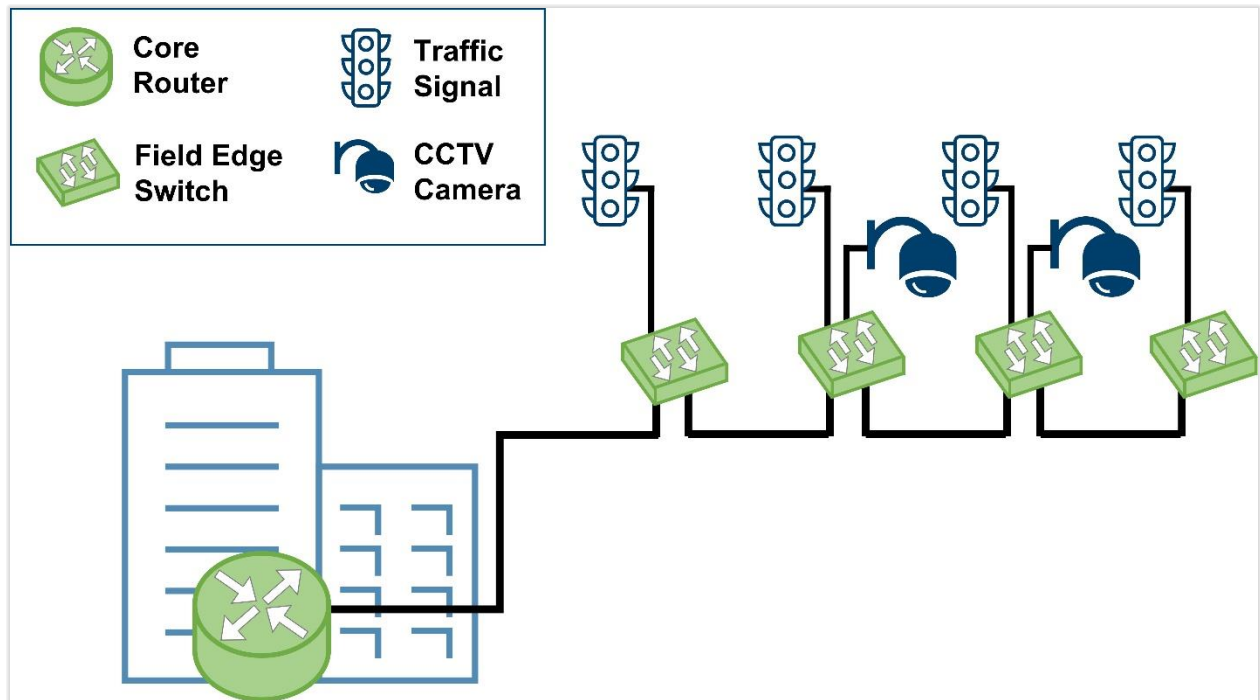


FIGURE 2: BUS TOPOLOGY (NO REDUNDANCY)

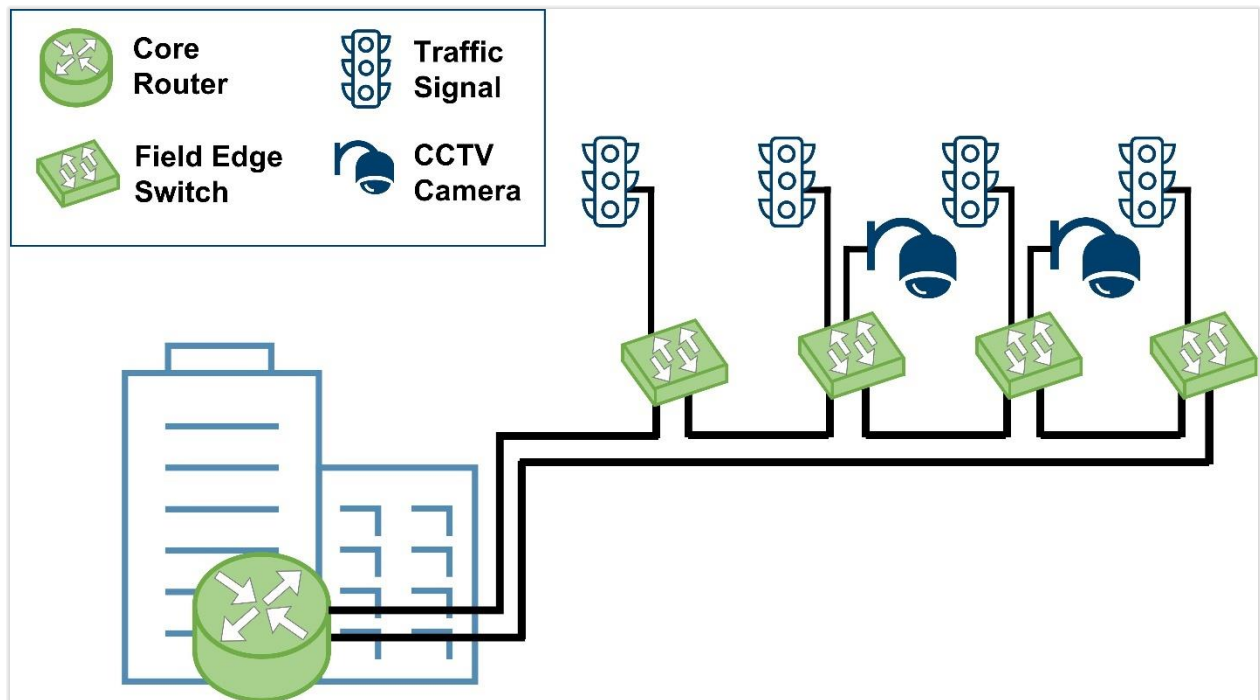


FIGURE 3: COLLAPSED RING TOPOLOGY (LIMITED REDUNDANCY)

Fiber Optic Network Master Plan

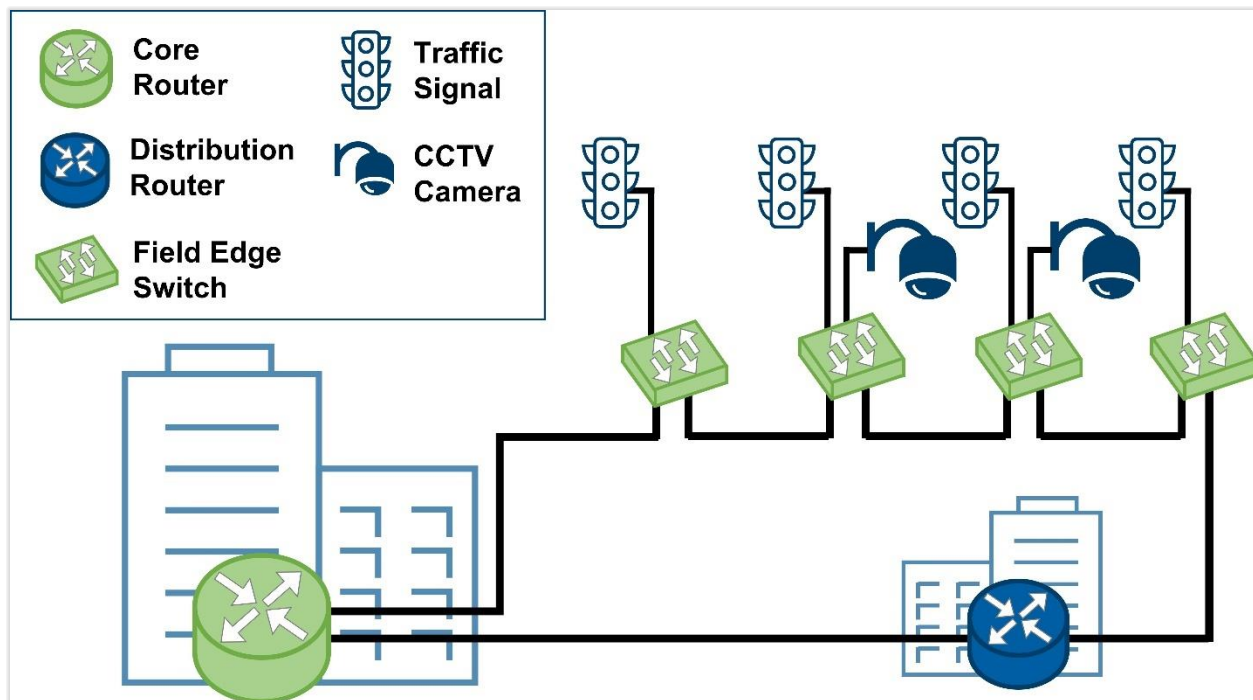


FIGURE 4: NETWORK RING TOPOLOGY (FULL PATH DIVERSE NETWORK REDUNDANCY)

Given the importance of the current and anticipated future reliance on the fiber optic network for traffic signals and City services, construction of a redundant network utilizing ring topology is critical to achieve a high level of service.

3.2 Network Reliability and Resiliency

Reliability requirements for communications services varies by department. While all departments need reliable communications services, the departments maintaining safety and security of all within the City are the most critical and require a very high level of reliability.

For the City, a reliable and resilient fiber optic network is one that is entirely owned and governed by the City. Currently, the shared agreements with ICN and Aureon provide beneficial connections for the network, but also have limitations. The ability to perform maintenance or repairs on these connections requires immense coordination and is restricted to specific timeframes to complete the work. As there are currently several high priority facility connections and traffic signals utilizing these shared agreements, it is a need of the City to install infrastructure that is owned, governed, and maintained by the City.

Additionally, reliability is often achieved through redundancy of communication paths, network devices/equipment, and power supply systems. The current fiber optic network's use of above grade hub cabinets presents additional points of failure which risk reliability and resiliency. Each hub cabinet contains multiple connection devices and fiber terminations for the network. The individual components and power units each cause separate points of potential failure. With each hub cabinet located above ground, they are more vulnerable to external damage.

Fiber Optic Network Master Plan

A reliable network also depends on adequate bandwidth to service all devices. It should be noted that with a fiber optic network, the limitation on bandwidth is strictly a function of the communications end equipment, and not the fiber optic cables. Depending on the specific devices connected to and utilizing the fiber optic network, the network devices/equipment will need to be sized accordingly based on bandwidth requirements to avoid latency issues.

3.2.1 Bandwidth and Latency Analysis

Historically, bandwidth capacity has been the limiting factor for communications groups due to the 100 Mbps transceivers previously in use. However, over time, fiber optic transceiver technology has improved and prices for the higher bandwidth transceivers have become more cost effective. Currently, Gigabit (Gb) fiber optic transceivers are now commonly used in fiber optic deployments, making bandwidth capacity and latency a concern and factor for primarily time-sensitive transmission of video feeds.

A summary of the bandwidth demand for various typical devices can be found in **TABLE 2**. In practice, it is recommended that the bandwidth capacity be planned for a loading threshold of 60% of the theoretical one (1) Gbps maximum of typical transceivers.

TABLE 2: BANDWIDTH DEMAND FOR VARIOUS DEVICES

SYSTEM COMPONENT	DEVICE	BANDWIDTH STEADY DEMAND/UNIT (MBPS)
Traffic Management	Traffic Signal Controller	0.20
Traffic Management	Uninterruptible Power Supply (UPS)	0.05
Traffic Management	Malfunction Management Unit (MMU)	0.05
Traffic Management	Transit Signal Priority (TSP) Unit	0.10
Monitoring and Surveillance	Video Detection Camera	8.00 ¹
Monitoring and Surveillance	Microwave Detectors	0.10
Monitoring and Surveillance	CCTV Camera (high definition)	6.00 ²
Monitoring and Surveillance	License Plate Reader Camera	6.00 ²
Monitoring and Surveillance	Bluetooth Detectors	0.10
Monitoring and Surveillance	Connected Vehicle Road Side Unit (DSRC)	6.00 ³
Control	Local Weather Control Sensors	0.10
Parking Management	Parking Monitoring Devices	1.00
Traveler Information Device	Changeable Message Sign (CMS)	0.05

1. Assumes up to four cameras with video compression.
2. Assumes some compression of the video streams. With more compression, bandwidth can be reduced significantly, but the resolution and video frame rate functions will be affected.
3. Assumes real-time transfer of data that is collected from the roadside units.

Fiber Optic Network Master Plan

Typically, the number of network switches per communications group in a fiber optic ring often impact latency due to the demand of devices connected to the switch. A communication group represents a “channel” of devices, or a string of network switches, connected directly together through the same two fiber optic cable strands. In a traffic signal network, the more signals and connected devices you have, the more communication groups should be considered. For a City services network, the number of facilities available to connect to a communications group do not typically exceed equipment capabilities.

In general, a single-mode fiber optic network is only limited by the network equipment that is utilized. Over time, transceivers providing bandwidth capacities of 100 Gbps will become more available and economical. Once the fiber optic network is in place, increasing services is as simple as upgrading network equipment.

Currently, the City is not utilizing all device types listed in **TABLE 2**. However, the traffic signal network uses two of the primary bandwidth demand devices, video detection cameras and CCTV cameras, in addition to using multiple smaller bandwidth demand devices. As technology use increases, bandwidth should be considered when planning communications groups.

3.3 Network Expansion

As the fiber optic network expands, both the Public Works and IT departments indicated that consideration should be given to establishing a network connection for communications through fiber optic infrastructure to existing and future facilities. This will require a continued evaluation of costs vs benefits for a fiber connection of all traffic signal and facility priorities.

It was identified by both departments that network expansion is currently restricted due to multiple installations of low count hybrid single-mode/multi-mode cables throughout the system. Upgrading locations utilizing a hybrid single-mode/multi-mode cable was identified as a critical priority for the network backbone. To ensure the fiber optic network can adequately serve the needs of the community, the City's current standard, as previously noted, is to install two (2) 96 count single-mode fiber optic cables. The projects noted in **TABLE 1** were initially programmed to address this need.

3.4 Network Management and Maintenance

The Public Works Department stated that the ability to maintain an accurate inventory of all assets for the fiber optic network is key to the successful installation, upgrade, and maintenance of the system. With current department responsibilities and duties, the ability of City staff to maintain an accurate asset management inventory has been difficult. For this purpose, the continued use and upkeep of OSPI Insight as an asset management resource for the fiber optic network is vital.

Additionally, to provide a robust fiber optic network and ensure performance, ongoing maintenance and troubleshooting is necessary. The Public Works Department's ability to provide network maintenance is currently limited by budget and staffing constraints. As the fiber optic network continues to expand, the budget allocation for maintenance and management should be adjusted to provide adequate levels of funding including, but not limited to, adequate additional staffing and training, upgrade of network equipment, regular replacement of switches, and purchasing of spare fiber optic cable and equipment.

4. RECOMMENDATIONS

With the identified needs of the fiber optic network, primary recommendations are focused on network redundancy and reliability for existing and future connections. The fiber optic network recommendations have been developed considering existing infrastructure locations and optimal infrastructure routing to implement redundancy at an economical cost.

4.1 Network Recommendations

To meet the redundancy and reliability needs for City departments, a path diverse fiber network ring topology, as illustrated in **FIGURE 4**, is proposed. This includes a 96 count single-mode trunk cable for the traffic network and a separate 96 count single-mode trunk cable for the City services network. Both cables will utilize the same path diverse backbone ring to achieve redundancy. Each network will utilize various fiber optic branch cable routes to establish additional traffic signal or facility connections. **FIGURE 5** depicts the proposed fiber optic network and highlights the path diverse fiber optic backbone route. While both the proposed trunk and branch cables typically utilize the same route, each one will have different connection points throughout the City as needed.

By providing a path diverse fiber optic ring topology, each edge device, or switch, will have a network connection to an upstream and downstream network device in its communications group. Device connections made through a path diverse ring will provide fault tolerance in the following scenarios:

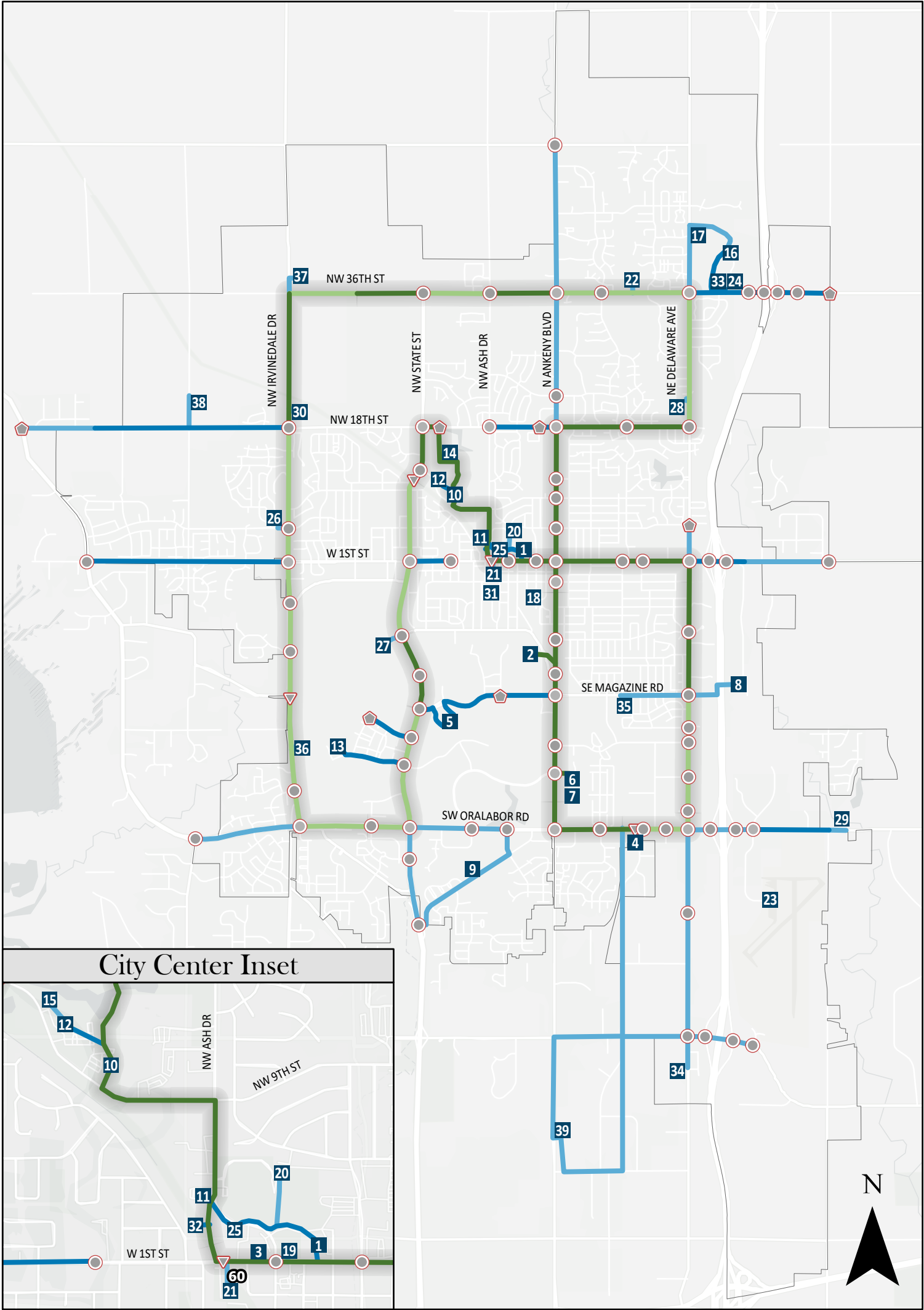
- A fiber optic cable cut or damage at a single point used by a communications group would result in no loss of connectivity for other network devices.
- Loss of power or functionality in a single switch in a communications group would result in loss of connectivity exclusively at that device location while the other network devices remain connected.

Where costs prohibit implementation of a path diverse ring topology, the utilization of a collapsed ring is the recommended alternative. A collapsed ring, as illustrated in **FIGURE 3**, provides redundancy using two additional fiber strands from the same cable to complete the ring. A collapsed ring topology can provide fault tolerance similar to the path diverse ring topology except when the fiber optic cable is cut or damaged on that specific segment.

FIGURE 5: PROPOSED FIBER OPTIC NETWORK

Facilities Legend

- 1 City Hall
- 2 Ankeny Police Department
- 3 Fire Station #1 (Headquarters)
- 4 Fire Station #2
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- 37 NW Irvinedale Water Tower
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- 39 Polk County Sheriff (by others)



Map Legend

- Traffic Signal
- Hybrid Beacon
- Future Traffic Signal
- Proposed Fiber Trunk Cable in Existing Conduit
- Proposed Fiber Trunk Cable in New Conduit
- Proposed Fiber Branch Cable in Existing Conduit
- Proposed Fiber Branch Cable in New Conduit
- Fiber Optic Network Ring (Backbone)

Fiber Optic Network Master Plan

4.1.1 Fiber Allocation

It is important for a well-maintained and robust fiber optic network to allocate specific networks to fiber optic cable buffer tubes and groups of fiber optic cable strands. This benefits the overall network architecture and provides a clear understanding and management of each department's communications needs. As the City is utilizing separate 96 count single-mode cables, the fiber allocations for the two cables were not required to accommodate each other. However, in the event only one 96 single-mode cable was available for a short-term period, the two cables were allocated to allow joint use. Fiber allocations for the traffic signal network and City services cables are described in **TABLE 3** and **TABLE 4** respectively.

As previously noted, a communications group represents a string of network switches, connected directly together through the same two fiber optic cable strands. It is typically recommended to limit communications groups for a traffic signal network to 25 switches when using one (1) Gbps transceivers.

TABLE 3: FIBER OPTIC CABLE ALLOCATIONS – TRAFFIC SIGNAL NETWORK

BUFFER TUBES	CABLE	NETWORK USE	DESCRIPTION
Blue	#1: TRAFFIC	Traffic Devices	Traffic Signal Network Communication Groups
Orange	#1: TRAFFIC	Traffic Devices	Traffic Signal Network Communication Groups
Green	#1: TRAFFIC	Traffic Devices	Reserved for future use
Brown	#1: TRAFFIC	Reserved	Reserved
Slate	#1: TRAFFIC	Reserved	Reserved
White	#1: TRAFFIC	Reserved	Reserved
Red	#1: TRAFFIC	Reserved	Reserved
Black	#1: TRAFFIC	Reserved	Reserved

TABLE 4: FIBER OPTIC CABLE ALLOCATIONS – CITY SERVICES NETWORK

BUFFER TUBES	CABLE	NETWORK USE	DESCRIPTION
Blue	#2: CITY SERVICES	Reserved	Reserved
Orange	#2: CITY SERVICES	Reserved	Reserved
Green	#2: CITY SERVICES	Reserved	Reserved
Brown	#2: CITY SERVICES	IT	City's internal use network to each "staffed" facility
Slate	#2: CITY SERVICES	Municipal Utilities	Provide communications between utility department facilities
White	#2: CITY SERVICES	Fire	Dedicated and secure network for the fire department
Red	#2: CITY SERVICES	Police	Dedicated and secure network for the police department
Black	#2: CITY SERVICES	Public Access	Will provide general internet access for public use

Fiber Optic Network Master Plan

4.1.2 Traffic Signal Network

As depicted in **FIGURE 5**, the traffic signal fiber optic backbone network will primarily utilize a path diverse ring to achieve redundancy for the 87 existing or near-term traffic signals. The backbone fiber optic network will have a core network device connection to the Public Services Building that houses the City's Traffic Management Center (TMC) and also have direct access to the City's Public Works Maintenance Facility that houses the backup core network device in the Traffic Signal Shop. The use of a backup core network location will provide a network architecture with core tier redundancy. The proposed traffic fiber optic network will not require the use of partner agreements to maintain network connectivity for all traffic signals.

The fiber optic trunk cable will provide direct access to 57 of the City's traffic signals. The additional traffic signals will be connected using fiber optic branch cables typically installed as collapsed rings. All traffic signals will connect to the trunk or branch cables using a splice to a smaller 24 count single-mode drop cable that terminates inside the traffic signal cabinet. The fiber optic drop cables will allocate four (4) fiber strands to accommodate the network redundancy needed to transmit and receive to upstream and downstream devices.

4.1.3 City Services

With the planned fiber optic backbone using a path diverse ring as shown in **FIGURE 5**, all City facilities will have the potential to connect to the core network device located at City Hall and to the backup core network device located at the Police Station. The use of the backup core network location will provide a network architecture with core tier redundancy.

For a facility to be connected to the fiber optic network, a fiber cable must be installed from the backbone and connected to one or more edge devices/switches equipped with fiber optic transceivers. The cost associated with this connection includes installation of conduits and handholes, installation and splicing of the fiber optic cables, penetration of the building, fiber optic network termination equipment, and configuration and testing of the network. The proposed City services fiber optic network will not require the use of partner agreements for fiber optic cable or conduit sharing.

Additionally, the use of the existing SCADA system for the Water Division of the Municipal Utilities Department can easily be modified for integration into the fiber optic network if desired.

4.1.4 Security

Due to the ability to access sensitive City infrastructure through the fiber optic network, security considerations of the systems are required. While the majority of security requirements for a communications network are achieved through networking protocols, there are physical equipment standards that should also be met. The recommended plan provides dedicated strands for systems that require data separation or network encryption such as police network traffic.

It is recommended that the City maintain all network devices in locked, access restricted locations. For traffic signals, considerations should be made for physical or electronic cabinet lock adjustments to avoid tampering. The City facilities should ensure access to all fiber network devices is provided only to approved City personnel and restricted from public access.

Fiber Optic Network Master Plan

4.2 Project Identification and Prioritization

The existing fiber optic network infrastructure and needs identified by stakeholders guided the development of potential projects. The City fiber optic network was grouped into projects typically by corridor segments, groups of traffic signals, or similar facility connections. When considering prioritization of projects, the initial focus was to establish a resilient and redundant fiber optic backbone for both the traffic signal and City services networks to use for expansion and growth.

Each segment of the proposed fiber optic network was considered a potential project and evaluated for priority based on contribution to network redundancy, priority of facilities directly impacted, the estimate of construction costs, and the priority of the segment in considerations of all segments in the network. Staff from City departments provided input on facility connection priorities. Additionally, the Public Works and IT Department staff identified prioritization of segments to support critical system redundancy and added capacity. After reviewing all criteria, segments were grouped into project priorities weighted in order by segment criticality to redundancy or capacity, facility connection priority, and cost.

After reviewing segment priorities, seven (7) projects were identified and categorized as Phase 1 priority. These Phase 1 projects establish the redundant fiber optic network backbone and are expected to make significant impacts on the traffic signal and City services networks' redundancy, reliability, and resiliency. The identified Phase 1 priority projects are illustrated in **FIGURE 6** and are described in **TABLE 5**. The area of City Hall and the Public Services Building contains multiple facilities and traffic devices in a small area and is notated as the City center for the purposes of this plan.

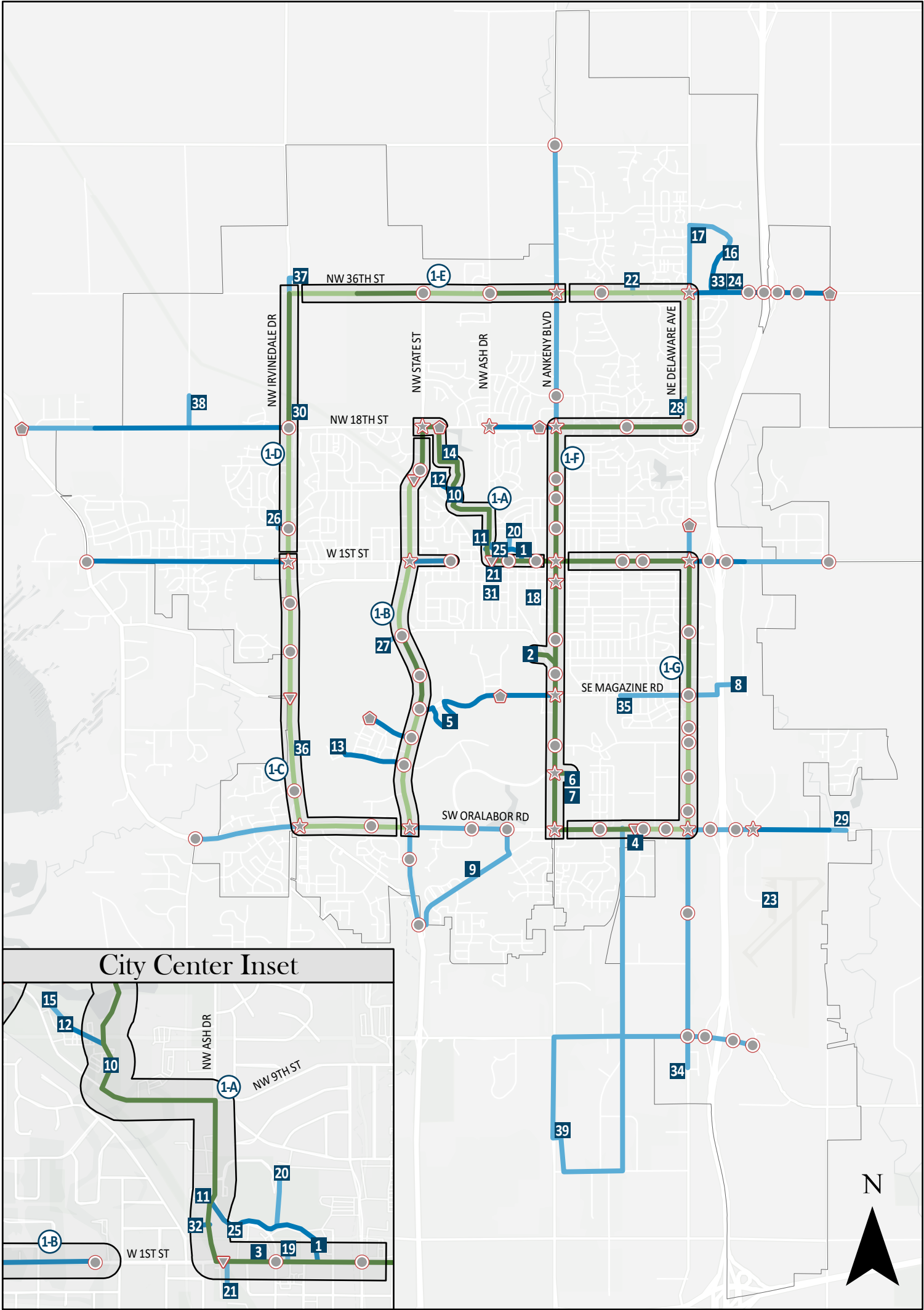
TABLE 5: PROPOSED FIBER OPTIC NETWORK PROJECTS AND DESCRIPTIONS — PHASE 1

PROJECT ID	PROJECT WORK DESCRIPTION
1-A	Upgrade the City services fiber optic cable and update splices, terminations, and connections to align with new fiber allocations for both traffic signal and City services networks throughout the City center.
1-B	Install and upgrade traffic signal and City services fiber optic cables, conduits, and connections to support the new backbone route on State St from NW 18 th St to SW Oralabor Rd.
1-C	Install and upgrade traffic signal and City services fiber optic cables, conduits, and connections to support the new backbone route from SW Oralabor Rd and State St west to SW Irvinedale Dr and north to W 1 st St.
1-D	Install traffic signal and City services fiber optic cables, conduits, and connections to support the new backbone route on NW Irvinedale Dr from W 1 st St to NW 36 th St.
1-E	Install and upgrade traffic signal and City services fiber optic cables, conduits, and connections to support the new backbone route on NW 36 th St from NW Irvinedale Dr to N Ankeny Blvd.
1-F	Upgrade traffic signal and City services fiber optic cables, conduits, and connections to support the new backbone route from N Ankeny Blvd on NE 36 th St routing to NE Delaware Ave to NE 18 th St to N Ankeny Blvd ending south at Oralabor Rd. Revise and establish backup network connections at the Police Station and Signal Shop located at the Public Works Maintenance Facility.
1-G	Install and upgrade traffic signal and City services fiber optic cables, conduits, and connections to support the new backbone route from S Ankeny Blvd on Oralabor Rd to SE Delaware Ave to E 1 st St tying back to City center connection on W 1 st St at Ankeny Blvd.

FIGURE 6: PROPOSED FIBER OPTIC NETWORK PROJECTS - PHASE 1

Facilities Legend

- 1 City Hall
- 2 Ankeny Police Department
- 3 Fire Station #1 (Headquarters)
- 4 Fire Station #2
- 5 Kirkendall Public Library
- 6 Public Works Maintenance
- 7 Water Maintenance Shop
- 8 Wastewater Shop & ASR #3
- 9 Saylor Creek Lift Station
- 10 Public Services Building & TMC
- 11 Park Maintenance Department
- 12 Prairie Ridge Aquatic Center
- 13 Cascade Falls Aquatic Center
- 14 Prairie Ridge Sports Complex
- 15 Prairie Ridge Skate Park
- 16 Otter Creek Golf Course (Pinnacle Club)
- 17 Otter Creek Maintenance Building
- 18 Community Resource Center (School)
- 19 Community Band Shell
- 20 Lakeside Center/Hawkeye Park
- 21 Market Pavilion
- 22 Outdoor Learning Center
- 23 Ankeny Regional Airport
- 24 Fire Station #3
- 25 Senior Community Center
- 26 Lift Station (decommissioned)
- 27 Lift Station (John Deere)
- 28 Lift Station (decommissioned)
- 29 Lift Station (decommissioned)
- 30 NW Irvinedale Booster Station
- 31 Aquifer Storage & Recovery (ASR) #1
- 32 NW Ash Water Tower
- 33 Aquifer Storage & Recovery (ASR) #2
- 34 Delaware Pump Station
- 35 Magazine Pump Station
- 36 SW Irvinedale Water Tower
- 37 NW Irvinedale Water Tower
- 38 Fire Station #4 - Planned
- 39 Polk County Sheriff (by others)



Map Legend

- Traffic Signal
- Traffic Signal + Hub Cabinet
- Hybrid Beacon
- Future Traffic Signal
- Proposed Fiber Branch Cable in Existing Conduit
- Proposed Fiber Branch Cable in New Conduit
- Proposed Fiber Trunk Cable in Existing Conduit
- Proposed Fiber Trunk Cable in New Conduit
- Phase 1 Project Extents
- Phase 1 Project IDs

Fiber Optic Network Master Plan

Beyond the seven (7) priority projects identified for Phase 1, an additional 13 projects spread over three (3) additional phases were identified for future implementation. Projects prioritized as Phase 2 focus on providing redundancy for high priority facilities and establishing new connections to traffic signals and facilities currently utilizing shared infrastructure. Phase 3 prioritized projects focus on providing connections to medium priority facilities, upgrading fiber connections to traffic signals to increase redundancy and provide future traffic signal connections, and installing a City owned redundant path to the Polk County Sheriff. Lastly, Phase 4 projects focus on providing connections to remaining facilities, upgrading connections to traffic signals and facilities currently utilizing low count single-mode fiber or hybrid fiber cables, upgrading communication switches, and installing CCTVs at traffic signals without them.

Project prioritization does not consider the dedication of funding to support maintenance activities for the existing or future fiber optic network. Maintenance funding, which could include replacement of deficient devices or conduits, is discussed separately.

4.3 Implementation and Funding

Based on project priorities and associated cost estimates, an implementation plan was developed considering required funding. It is recommended that the Traffic Engineering Division staff of the Public Works Department oversee the design and construction of the fiber optic network buildout. As phases are built out, the Public Works and IT Departments will need to coordinate in order to plan for, and manage, the design and construction of the fiber optic cable facility entrances.

4.3.1 Estimate of Phase 1 Costs

High-level planning cost estimates were developed for the proposed fiber optic network Phase 1 projects. These estimates include all infrastructure necessary for fiber optic cable installation or upgrade, associated equipment for terminations and connections, equipment for facility connectivity, and CCTVs at traffic signals. Costs associated with design, construction, and testing were included. The estimates do not include costs associated within any facility nor for devices that may be connected to a switch except for the previously mentioned CCTVs at traffic signals. The infrastructure impacted by, and estimated costs for, each Phase 1 project is detailed in **TABLE 6**. Each individual project design will be refined to include a detailed review of specific existing infrastructure and allow for potential value engineering. Detailed cost estimate documentation for Phase 1 projects is provided in **APPENDIX A**.

Fiber Optic Network Master Plan

TABLE 6: PROPOSED FIBER OPTIC NETWORK INFRASTRUCTURE IMPACTS AND COSTS – PHASE 1

PROJECT ID	TRAFFIC SIGNALS	CCTVS	FACILITIES	LINEAR FEET OF PROJECT	ESTIMATED COST
1-A	5	3	6	11,300	\$155,000
1-B	10	4		16,900	\$565,000
1-C	7			15,700	\$535,000
1-D	2	1		11,000	\$300,000
1-E	3	2		11,200	\$375,000
1-F	16	6	3	33,500	\$535,000
1-G	14	4	2	21,400	\$415,000
Total	57	20	11	121,000	\$2,880,000

4.3.2 Future Phases

An estimation of costs for the additional implementation phases of the fiber optic network was completed using the same approach as Phase 1. The infrastructure impacted by, and estimated costs for, future phases is detailed in **TABLE 7**. Estimated costs for each phase were based on current 2022 budgeting assumptions and included design, construction, and testing. Detailed cost estimate support documentation for each phase is provided in **APPENDIX A**. To allow for flexibility of expansion as the City grows and priorities change, future phases were not detailed by project for high level cost estimating. However, a map is provided in **APPENDIX B** illustrating the location of projects for future phases.

TABLE 7: PROPOSED FIBER OPTIC NETWORK INFRASTRUCTURE IMPACTS AND COSTS – FUTURE PHASES

PHASE #	TRAFFIC SIGNALS	CCTVS	FACILITIES	LINEAR FEET OF PROJECT	ESTIMATED COST
2	10	6	9	62,800	\$2,145,000
3	15	10	8	52,500	\$2,085,000
4	5	51	10	33,600	\$1,840,000
Total	30	67	27	148,900	\$6,070,000

In total, the full build out of all phases for the proposed fiber optic network illustrated in **FIGURE 5** is estimated to cost approximately \$8,950,000. This cost does not include continued maintenance of the system. It is recommended to revisit the implementation and phasing of projects and modify the plan as necessary to account for unexpected priority or funding changes.

Fiber Optic Network Master Plan

4.3.3 Funding

Based on the high-level planning costs of Phase 1 projects to design, construct, and test the entire fiber optic network backbone, it is recommended that Phase 1 be built out over a four (4) to five (5) year period as funding allows. Each additional phase will need to be reevaluated every three (3) years or at the completion of the previous phase based on then current priorities for the City. However, the schedule for each phase will largely depend on available funding. **TABLE 8** illustrates a breakdown of the estimated costs of each phase.

TABLE 8: COSTS ESTIMATES FOR EACH PHASE

PHASE #	DESIGN COST	CONSTRUCTION COST	ESTIMATED TOTAL COST
1	\$485,000	\$2,395,000	\$2,880,000
2	\$355,000	\$1,790,000	\$2,145,000
3	\$345,000	\$1,740,000	\$2,085,000
4	\$305,000	\$1,535,000	\$1,840,000
Total	\$1,490,000	\$7,460,000	\$8,950,000

4.4 System Management and Maintenance

As previously noted, the Traffic Engineering Division and the IT Department both have various responsibilities for management and maintenance of the fiber optic network. It is recommended that as the City's fiber optic network continues to expand that responsibilities of the management and maintenance of the system are well documented and defined.

4.4.1 Maintenance Funding

Currently, maintenance of the fiber optic network is managed by the Traffic Engineering Division of the Public Works Department. The entire Division budget includes \$1,500,000 annually to address all needs of the Division including but not limited to traffic signals, fiber optics, signs, and pavement markings. There is currently no identified annual funding specifically for the fiber optic network. The Division's budget currently allows for limited repairs to the system and is not sufficient to support maintenance activities associated with system expansion. Budgeted funding for the fiber optic network should be evaluated on a regular basis, every one (1) to three (3) years due to current pricing volatility, and be increased accordingly to account for system expansion and increases in contractor rates and equipment costs.

It is recommended that a proactive network maintenance plan be established for the fiber optic cables, conduit infrastructure, termination equipment, and edge devices to ensure that a high level of network reliability is maintained; both for the existing and proposed network. Additionally, consideration of an on-call maintenance contractor specializing in fiber optic infrastructure is recommended. The on-call contractor would have all required specialty testing and repair equipment for fiber optic networks and typically have spare fiber optic cable on-hand.

Fiber Optic Network Master Plan

4.4.2 Asset Management

To reduce the potential for unplanned outages and damage to the system it is essential to maintain proper documentation and provide location services. The City fiber optic network asset management is currently provided through OSPInsight and costs \$25,000 per year to maintain the software license.

For an asset management system to provide value, it must be maintained with accurate inventories at a high level. Currently, the City spends approximately \$40,000 per year to support locating services for the fiber optic network. Annual funding to support the locating services and data entry of the fiber optic network should be evaluated regularly to accommodate system changes and expansion.

4.4.3 Staffing

Currently, the Traffic Engineering Division of the Public Works Department maintains a staff of six (6) people including the Traffic Engineering Manager (a licensed professional engineer), a Traffic Engineering Specialist, and four (4) Traffic Technicians. This staff is responsible for all study, design, construction, installation, maintenance, monitoring, and review of traffic signals and the fiber optic network. Additionally, the Traffic Engineering Division is responsible for duties beyond purely traffic signals and the fiber optic network.

It is typically recommended for agencies of similarly sized traffic and fiber optic networks to provide one (1) full time equivalent technician per 20-25 traffic signals with duties exclusively for operations and maintenance of the system. Each City facility fiber optic network connection will require similar responsibilities and time commitment as a traffic signal connection.

Staffing requirements to support the needs of the fiber optic network should routinely be evaluated to ensure management and maintenance of the network remains possible with staff workloads. This need will be critical as future fiber optic network connections are established to traffic signals and additional city facilities due to rapid growth of the City.

4.4.4 Continued Project Prioritization

As rapid expansion of the City continues, locations of new City facilities and traffic signals will be determined. While this plan has provided accommodation for growth to potential locations, it is recommended that project prioritization be reconsidered every three (3) years to ensure connection priorities align with the City's current needs.

Additionally, it is recommended that, where feasible, portions of identified projects be implemented in conjunction with projects initiated through other departments or developments.

Fiber Optic Network Master Plan

4.5 Summary

Over the span of 20 years, the City of Ankeny has built an extensive digital communications network that establishes a base for future expansion. This Fiber Optic Network Master Plan provides the City with steps required to achieve a redundant, reliable, and resilient system through new installations and upgrades to current infrastructure.

A thorough review and prioritization process identified 20 total projects of which seven (7) were deemed critical to network redundancy and assigned to Phase 1. In total, Phase 1 estimated required costs were \$2,880,000 for design, construction, and testing. It is anticipated that the entirety of Phase 1 will be built out over four (4) to five (5) years as funding allows. The additional three (3) phases are estimated to cost \$6,070,000.

As the fiber optic network continues to expand, the City should ensure clear definition of management, and maintenance roles regarding the support of the system and provide staff accordingly. It is recommended that the maintenance funding for the fiber optic network under the general Traffic Engineering Division operating budget be increased while ensuring other critical Division needs are not decreased. The maintenance budget needs to be evaluated every one (1) to three (3) years to ensure proper funding is provided for the existing and expanded infrastructure while also considering inflation.

The steps to move forward with implementation of this plan are:

- Establish an annual budget for design and construction of each stage of the Phase 1 projects.
- Establish a plan for increasing the annual maintenance budget and staffing to support the existing fiber optic network and future expansion.
- Identify a schedule with timelines for the design and construction Phase 1 projects.
- Update this plan in three (3) years to re-prioritize projects under future phases.

APPENDIX A:

COST ESTIMATE SUPPORT DOCUMENTATION

Fiber Optic Network Master Plan

Phase 1: Cost Estimate				
ITEM	UNIT	UNIT COST	QUANTITY	COST
Conduit, Bored	LF	\$20	33,400	\$668,000
Conduit, Trench	LF	\$15	0	\$0
Handhole/Junction Box	EA	\$1,800	52	\$94,500
96 SM Fiber Optic Cable	LF	\$5	181,005	\$906,500
24 SM Fiber Optic Cable	LF	\$4	600	\$2,500
New, Fiber Optic Splice Closure - Reel	EA	\$5,800	18	\$106,000
New, Fiber Optic Splice Closure - Mid-Sheath	EA	\$1,800	10	\$18,500
Modify, Fiber Optic Splice Closure - For Signals Drop	EA	\$500	66	\$33,000
Communications Switch	EA	\$3,400	2	\$7,000
CCTV Camera Assembly	EA	\$6,800	1	\$7,000
Remove Hub Cabinet	EA	\$2,000	0	\$0
Building Entrance	EA	\$2,500	0	\$0
Ground Mount Rack	EA	\$1,000	0	\$0
Wall Mount Rack	EA	\$700	0	\$0
Connector Housing Equipment - For Signals	EA	\$1,600	2	\$3,500
One Rack Unit Connector Housing - 24 Fiber	EA	\$2,300	2	\$5,000
Four Rack Unit Connector Housing - 144 Fiber	EA	\$5,000	0	\$0
Rounded Raw Total				\$1,850,000
Mobilization (9% of Raw Total)				\$185,000
Traffic Control (7% of Raw Total)				\$145,000
Subtotal				\$2,180,000
Contingency				\$195,000
Construction Total				\$2,375,000
Design & Construction Administration				\$485,000
Fiber Optic Testing				\$20,000
Project Total				\$2,880,000

Fiber Optic Network Master Plan

Phase 1-A: Cost Estimate				
ITEM	UNIT	UNIT COST	QUANTITY	COST
Conduit, Bored	LF	\$20	0	\$0
Conduit, Trench	LF	\$15	0	\$0
Handhole/Junction Box	EA	\$1,800	0	\$0
96 SM Fiber Optic Cable	LF	\$5	9,785	\$49,000
24 SM Fiber Optic Cable	LF	\$4	600	\$2,500
New, Fiber Optic Splice Closure - Reel	EA	\$5,800	0	\$0
New, Fiber Optic Splice Closure - Mid-Sheath	EA	\$1,800	5	\$9,000
Modify, Fiber Optic Splice Closure - For Signals Drop	EA	\$500	3	\$1,500
Communications Switch	EA	\$3,400	2	\$7,000
CCTV Camera Assembly	EA	\$6,800	1	\$7,000
Remove Hub Cabinet	EA	\$2,000	0	\$0
Building Entrance	EA	\$2,500	0	\$0
Ground Mount Rack	EA	\$1,000	0	\$0
Wall Mount Rack	EA	\$700	0	\$0
Connector Housing Equipment - For Signals	EA	\$1,600	2	\$3,500
One Rack Unit Connector Housing - 24 Fiber	EA	\$2,300	0	\$0
Four Rack Unit Connector Housing - 144 Fiber	EA	\$5,000	0	\$0
Rounded Raw Total				\$80,000
Mobilization				\$10,000
Traffic Control				\$10,000
Subtotal				\$100,000
Contingency				\$10,000
Construction Total				\$110,000
Design & Construction Administration				\$25,000
Fiber Optic Testing				\$20,000
Project Total				\$155,000

Fiber Optic Network Master Plan

Phase 1-B: Cost Estimate				
ITEM	UNIT	UNIT COST	QUANTITY	COST
Conduit, Bored	LF	\$20	7,400	\$148,000
Conduit, Trench	LF	\$15	0	\$0
Handhole/Junction Box	EA	\$1,800	10	\$18,000
96 SM Fiber Optic Cable	LF	\$5	34,075	\$170,500
24 SM Fiber Optic Cable	LF	\$4	0	\$0
New, Fiber Optic Splice Closure - Reel	EA	\$5,800	2	\$12,000
New, Fiber Optic Splice Closure - Mid-Sheath	EA	\$1,800	4	\$7,500
Modify, Fiber Optic Splice Closure - For Signals Drop	EA	\$500	16	\$8,000
Communications Switch	EA	\$3,400	0	\$0
CCTV Camera Assembly	EA	\$6,800	0	\$0
Remove Hub Cabinet	EA	\$2,000	0	\$0
Building Entrance	EA	\$2,500	0	\$0
Ground Mount Rack	EA	\$1,000	0	\$0
Wall Mount Rack	EA	\$700	0	\$0
Connector Housing Equipment - For Signals	EA	\$1,600	0	\$0
One Rack Unit Connector Housing - 24 Fiber	EA	\$2,300	0	\$0
Four Rack Unit Connector Housing - 144 Fiber	EA	\$5,000	0	\$0
Rounded Raw Total				\$365,000
Mobilization				\$35,000
Traffic Control				\$30,000
Subtotal				\$430,000
Contingency				\$40,000
Construction Total				\$470,000
Design & Construction Administration				\$95,000
Project Total				\$565,000

Fiber Optic Network Master Plan

Phase 1-C: Cost Estimate				
ITEM	UNIT	UNIT COST	QUANTITY	COST
Conduit, Bored	LF	\$20	7,850	\$157,000
Conduit, Trench	LF	\$15	0	\$0
Handhole/Junction Box	EA	\$1,800	13	\$23,500
96 SM Fiber Optic Cable	LF	\$5	33,260	\$166,500
24 SM Fiber Optic Cable	LF	\$4	0	\$0
New, Fiber Optic Splice Closure - Reel	EA	\$5,800	0	\$0
New, Fiber Optic Splice Closure - Mid-Sheath	EA	\$1,800	0	\$0
Modify, Fiber Optic Splice Closure - For Signals Drop	EA	\$500	9	\$4,500
Communications Switch	EA	\$3,400	0	\$0
CCTV Camera Assembly	EA	\$6,800	0	\$0
Remove Hub Cabinet	EA	\$2,000	0	\$0
Building Entrance	EA	\$2,500	0	\$0
Ground Mount Rack	EA	\$1,000	0	\$0
Wall Mount Rack	EA	\$700	0	\$0
Connector Housing Equipment - For Signals	EA	\$1,600	0	\$0
One Rack Unit Connector Housing - 24 Fiber	EA	\$2,300	0	\$0
Four Rack Unit Connector Housing - 144 Fiber	EA	\$5,000	0	\$0
Rounded Raw Total				\$350,000
Mobilization				\$35,000
Traffic Control				\$25,000
Subtotal				\$410,000
Contingency				\$35,000
Construction Total				\$445,000
Design & Construction Administration				\$90,000
Project Total				\$535,000

Fiber Optic Network Master Plan

Phase 1-D: Cost Estimate				
ITEM	UNIT	UNIT COST	QUANTITY	COST
Conduit, Bored	LF	\$20	2,750	\$55,000
Conduit, Trench	LF	\$15	0	\$0
Handhole/Junction Box	EA	\$1,800	5	\$9,000
96 SM Fiber Optic Cable	LF	\$5	23,425	\$117,500
24 SM Fiber Optic Cable	LF	\$4	0	\$0
New, Fiber Optic Splice Closure - Reel	EA	\$5,800	2	\$12,000
New, Fiber Optic Splice Closure - Mid-Sheath	EA	\$1,800	0	\$0
Modify, Fiber Optic Splice Closure - For Signals Drop	EA	\$500	1	\$500
Communications Switch	EA	\$3,400	0	\$0
CCTV Camera Assembly	EA	\$6,800	0	\$0
Remove Hub Cabinet	EA	\$2,000	0	\$0
Building Entrance	EA	\$2,500	0	\$0
Ground Mount Rack	EA	\$1,000	0	\$0
Wall Mount Rack	EA	\$700	0	\$0
Connector Housing Equipment - For Signals	EA	\$1,600	0	\$0
One Rack Unit Connector Housing - 24 Fiber	EA	\$2,300	0	\$0
Four Rack Unit Connector Housing - 144 Fiber	EA	\$5,000	0	\$0
Rounded Raw Total				\$195,000
Mobilization				\$20,000
Traffic Control				\$15,000
Subtotal				\$230,000
Contingency				\$20,000
Construction Total				\$250,000
Design & Construction Administration				\$50,000
Project Total				\$300,000

Fiber Optic Network Master Plan

Phase 1-E: Cost Estimate				
ITEM	UNIT	UNIT COST	QUANTITY	COST
Conduit, Bored	LF	\$20	5,600	\$112,000
Conduit, Trench	LF	\$15	0	\$0
Handhole/Junction Box	EA	\$1,800	6	\$11,000
96 SM Fiber Optic Cable	LF	\$5	21,285	\$106,500
24 SM Fiber Optic Cable	LF	\$4	0	\$0
New, Fiber Optic Splice Closure - Reel	EA	\$5,800	2	\$12,000
New, Fiber Optic Splice Closure - Mid-Sheath	EA	\$1,800	0	\$0
Modify, Fiber Optic Splice Closure - For Signals Drop	EA	\$500	2	\$1,000
Communications Switch	EA	\$3,400	0	\$0
CCTV Camera Assembly	EA	\$6,800	0	\$0
Remove Hub Cabinet	EA	\$2,000	0	\$0
Building Entrance	EA	\$2,500	0	\$0
Ground Mount Rack	EA	\$1,000	0	\$0
Wall Mount Rack	EA	\$700	0	\$0
Connector Housing Equipment - For Signals	EA	\$1,600	0	\$0
One Rack Unit Connector Housing - 24 Fiber	EA	\$2,300	0	\$0
Four Rack Unit Connector Housing - 144 Fiber	EA	\$5,000	0	\$0
Rounded Raw Total				\$240,000
Mobilization				\$25,000
Traffic Control				\$20,000
Subtotal				\$285,000
Contingency				\$25,000
Construction Total				\$310,000
Design & Construction Administration				\$65,000
Fiber Optic Testing				
Project Total				\$375,000

Fiber Optic Network Master Plan

Phase 1-F: Cost Estimate				
ITEM	UNIT	UNIT COST	QUANTITY	COST
Conduit, Bored	LF	\$20	6,050	\$121,000
Conduit, Trench	LF	\$15	0	\$0
Handhole/Junction Box	EA	\$1,800	11	\$20,000
96 SM Fiber Optic Cable	LF	\$5	31,635	\$158,500
24 SM Fiber Optic Cable	LF	\$4	0	\$0
New, Fiber Optic Splice Closure - Reel	EA	\$5,800	6	\$35,000
New, Fiber Optic Splice Closure - Mid-Sheath	EA	\$1,800	1	\$2,000
Modify, Fiber Optic Splice Closure - For Signals Drop	EA	\$500	16	\$8,000
Communications Switch	EA	\$3,400	0	\$0
CCTV Camera Assembly	EA	\$6,800	0	\$0
Remove Hub Cabinet	EA	\$2,000	0	\$0
Building Entrance	EA	\$2,500	0	\$0
Ground Mount Rack	EA	\$1,000	0	\$0
Wall Mount Rack	EA	\$700	0	\$0
Connector Housing Equipment - For Signals	EA	\$1,600	0	\$0
One Rack Unit Connector Housing - 24 Fiber	EA	\$2,300	2	\$5,000
Four Rack Unit Connector Housing - 144 Fiber	EA	\$5,000	0	\$0
Rounded Raw Total				\$350,000
Mobilization				\$35,000
Traffic Control				\$25,000
Subtotal				\$410,000
Contingency				\$35,000
Construction Total				\$445,000
Design & Construction Administration				\$90,000
Project Total				\$535,000

Fiber Optic Network Master Plan

Phase 1-G: Cost Estimate				
ITEM	UNIT	UNIT COST	QUANTITY	COST
Conduit, Bored	LF	\$20	3,750	\$75,000
Conduit, Trench	LF	\$15	0	\$0
Handhole/Junction Box	EA	\$1,800	7	\$13,000
96 SM Fiber Optic Cable	LF	\$5	27,540	\$138,000
24 SM Fiber Optic Cable	LF	\$4	0	\$0
New, Fiber Optic Splice Closure - Reel	EA	\$5,800	6	\$35,000
New, Fiber Optic Splice Closure - Mid-Sheath	EA	\$1,800	0	\$0
Modify, Fiber Optic Splice Closure - For Signals Drop	EA	\$500	19	\$9,500
Communications Switch	EA	\$3,400	0	\$0
CCTV Camera Assembly	EA	\$6,800	0	\$0
Remove Hub Cabinet	EA	\$2,000	0	\$0
Building Entrance	EA	\$2,500	0	\$0
Ground Mount Rack	EA	\$1,000	0	\$0
Wall Mount Rack	EA	\$700	0	\$0
Connector Housing Equipment - For Signals	EA	\$1,600	0	\$0
One Rack Unit Connector Housing - 24 Fiber	EA	\$2,300	0	\$0
Four Rack Unit Connector Housing - 144 Fiber	EA	\$5,000	0	\$0
Rounded Raw Total				\$270,000
Mobilization				\$25,000
Traffic Control				\$20,000
Subtotal				\$315,000
Contingency				\$30,000
Construction Total				\$345,000
Design & Construction Administration				\$70,000
Project Total				\$415,000

Fiber Optic Network Master Plan

Phase 2: Cost Estimate				
ITEM	UNIT	UNIT COST	QUANTITY	COST
Conduit, Bored	LF	\$20	33,250	\$665,000
Conduit, Trench	LF	\$15	0	\$0
Handhole/Junction Box	EA	\$1,800	42	\$76,000
96 SM Fiber Optic Cable	LF	\$5	93,100	\$466,000
24 SM Fiber Optic Cable	LF	\$4	14,630	\$58,500
New, Fiber Optic Splice Closure - Reel	EA	\$5,800	3	\$17,500
New, Fiber Optic Splice Closure - Mid-Sheath	EA	\$1,800	14	\$25,500
Modify, Fiber Optic Splice Closure - For Signals Drop	EA	\$500	9	\$4,500
Communications Switch	EA	\$3,400	4	\$14,000
CCTV Camera Assembly	EA	\$6,800	0	\$0
Remove Hub Cabinet	EA	\$2,000	0	\$0
Building Entrance	EA	\$2,500	4	\$10,000
Ground Mount Rack	EA	\$1,000	0	\$0
Wall Mount Rack	EA	\$700	4	\$3,000
Connector Housing Equipment - For Signals	EA	\$1,600	1	\$2,000
One Rack Unit Connector Housing - 24 Fiber	EA	\$2,300	9	\$21,000
Four Rack Unit Connector Housing - 144 Fiber	EA	\$5,000	3	\$15,000
Rounded Raw Total				\$1,380,000
Mobilization (9% of Raw Total)				\$125,000
Traffic Control (7% of Raw Total)				\$100,000
Subtotal				\$1,605,000
Contingency				\$165,000
Construction Total				\$1,770,000
Design & Construction Administration				\$355,000
Fiber Optic Testing				\$20,000
Project Total				\$2,145,000

Fiber Optic Network Master Plan

Phase 3: Cost Estimate				
ITEM	UNIT	UNIT COST	QUANTITY	COST
Conduit, Bored	LF	\$20	40,200	\$804,000
Conduit, Trench	LF	\$15	0	\$0
Handhole/Junction Box	EA	\$1,800	40	\$72,000
96 SM Fiber Optic Cable	LF	\$5	71,335	\$357,000
24 SM Fiber Optic Cable	LF	\$4	6,635	\$26,500
New, Fiber Optic Splice Closure - Reel	EA	\$5,800	2	\$12,000
New, Fiber Optic Splice Closure - Mid-Sheath	EA	\$1,800	9	\$16,500
Modify, Fiber Optic Splice Closure - For Signals Drop	EA	\$500	14	\$7,000
Communications Switch	EA	\$3,400	1	\$3,500
CCTV Camera Assembly	EA	\$6,800	0	\$0
Remove Hub Cabinet	EA	\$2,000	0	\$0
Building Entrance	EA	\$2,500	5	\$12,500
Ground Mount Rack	EA	\$1,000	0	\$0
Wall Mount Rack	EA	\$700	5	\$3,500
Connector Housing Equipment - For Signals	EA	\$1,600	3	\$5,000
One Rack Unit Connector Housing - 24 Fiber	EA	\$2,300	5	\$11,500
Four Rack Unit Connector Housing - 144 Fiber	EA	\$5,000	1	\$5,000
Rounded Raw Total				\$1,340,000
Mobilization (9% of Raw Total)				\$125,000
Traffic Control (7% of Raw Total)				\$95,000
Subtotal				\$1,560,000
Contingency				\$160,000
Construction Total				\$1,720,000
Design & Construction Administration				\$345,000
Fiber Optic Testing				\$20,000
Project Total				\$2,085,000

Fiber Optic Network Master Plan

Phase 4: Cost Estimate				
ITEM	UNIT	UNIT COST	QUANTITY	COST
Conduit, Bored	LF	\$20	14,600	\$292,000
Conduit, Trench	LF	\$15	0	\$0
Handhole/Junction Box	EA	\$1,800	24	\$43,500
96 SM Fiber Optic Cable	LF	\$5	22,185	\$111,000
24 SM Fiber Optic Cable	LF	\$4	13,415	\$54,000
New, Fiber Optic Splice Closure - Reel	EA	\$5,800	0	\$0
New, Fiber Optic Splice Closure - Mid-Sheath	EA	\$1,800	13	\$23,500
Modify, Fiber Optic Splice Closure - For Signals Drop	EA	\$500	5	\$2,500
Communications Switch	EA	\$3,400	64	\$218,000
CCTV Camera Assembly	EA	\$6,800	50	\$340,000
Remove Hub Cabinet	EA	\$2,000	17	\$34,000
Building Entrance	EA	\$2,500	8	\$20,000
Ground Mount Rack	EA	\$1,000	0	\$0
Wall Mount Rack	EA	\$700	8	\$6,000
Connector Housing Equipment - For Signals	EA	\$1,600	3	\$5,000
One Rack Unit Connector Housing - 24 Fiber	EA	\$2,300	9	\$21,000
Four Rack Unit Connector Housing - 144 Fiber	EA	\$5,000	1	\$5,000
Rounded Raw Total				\$1,180,000
Mobilization (9% of Raw Total)				\$110,000
Traffic Control (7% of Raw Total)				\$85,000
Subtotal				\$1,375,000
Contingency				\$140,000
Construction Total				\$1,515,000
Design & Construction Administration				\$305,000
Fiber Optic Testing				\$20,000
Project Total				\$1,840,000

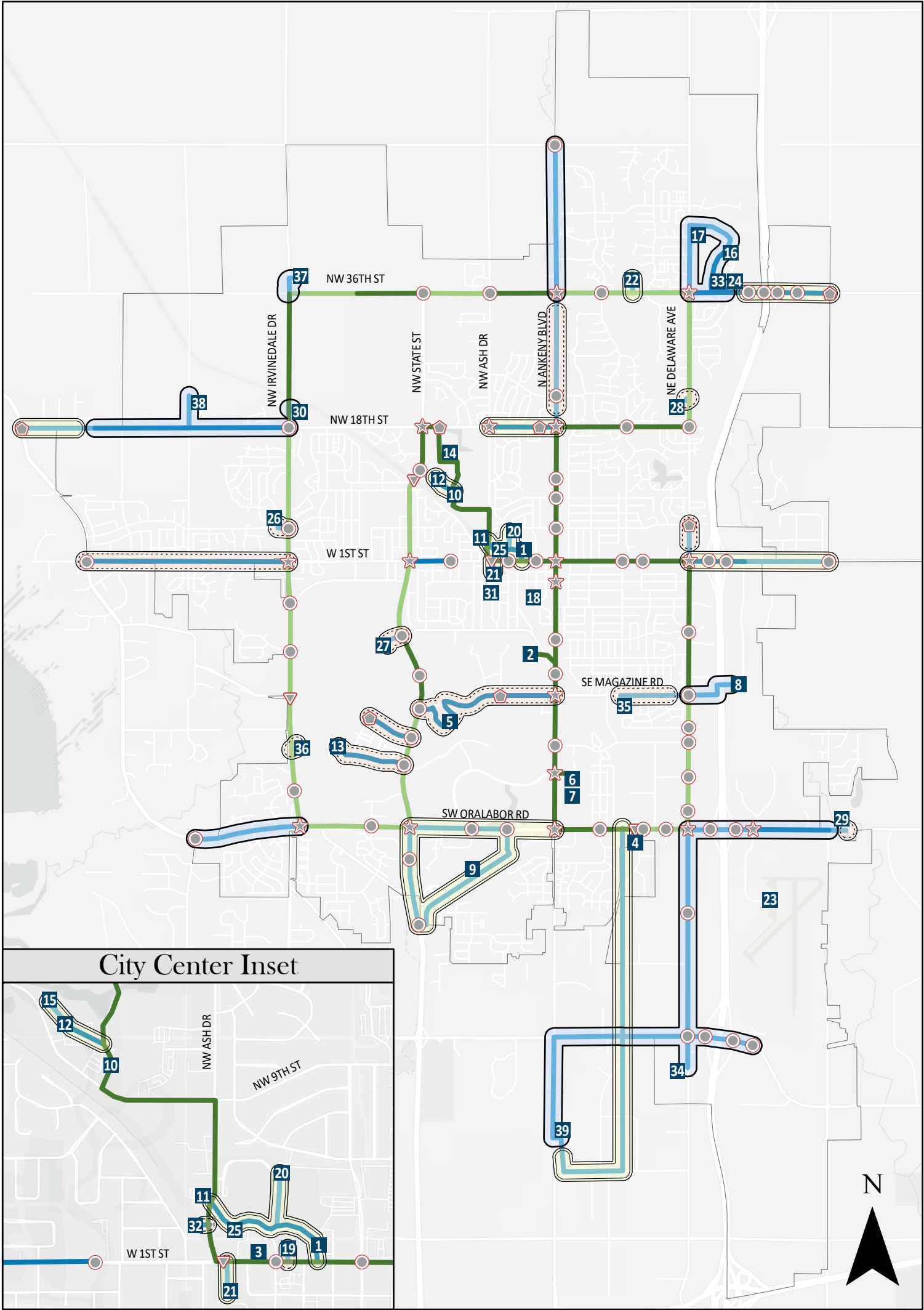
APPENDIX B:

FIGURE OF PROPOSED FUTURE PHASES

FIGURE A-1: PROPOSED FIBER OPTIC NETWORK PROJECTS - FUTURE PHASES

Facilities Legend

- 1 City Hall
- 2 Ankeny Police Department
- 3 Fire Station #1 (Headquarters)
- 4 Fire Station #2
- 5 Kirkendall Public Library
- 6 Public Works Maintenance
- 7 Water Maintenance Shop
- 8 Wastewater Shop & ASR #3
- 9 Saylor Creek Lift Station
- 10 Public Services Building & TMC
- 11 Park Maintenance Department
- 12 Prairie Ridge Aquatic Center
- 13 Cascade Falls Aquatic Center
- 14 Prairie Ridge Sports Complex
- 15 Prairie Ridge Skate Park
- 16 Otter Creek Golf Course (Pinnacle Club)
- 17 Otter Creek Maintenance Building
- 18 Community Resource Center (School)
- 19 Community Band Shell
- 20 Lakeside Center/Hawkeye Park
- 21 Market Pavilion
- 22 Outdoor Learning Center
- 23 Ankeny Regional Airport
- 24 Fire Station #3
- 25 Senior Community Center
- 26 Lift Station (decommissioned)
- 27 Lift Station (John Deere)
- 28 Lift Station (decommissioned)
- 29 Lift Station (decommissioned)
- 30 NW Irvinedale Booster Station
- 31 Aquifer Storage & Recovery (ASR) #1
- 32 NW Ash Water Tower
- 33 Aquifer Storage & Recovery (ASR) #2
- 34 Delaware Pump Station
- 35 Magazine Pump Station
- 36 SW Irvinedale Water Tower
- 37 NW Irvinedale Water Tower
- 38 Fire Station #4 - Planned
- 39 Polk County Sheriff (by others)



Map Legend

- | | | |
|--------------------------------|---|---------------------------|
| ○ Traffic Signal | — Proposed Fiber Trunk Cable in New Conduit | □ Phase 2 Project Extents |
| ★ Traffic Signal + Hub Cabinet | — Proposed Fiber Trunk Cable in Existing Conduit | □ Phase 3 Project Extents |
| ▽ Hybrid Beacon | — Proposed Fiber Branch Cable in New Conduit | □ Phase 4 Project Extents |
| ◇ Future Traffic Signal | — Proposed Fiber Branch Cable in Existing Conduit | |



ANKENY CITY COUNCIL

City Council Agenda

March 6, 2023

5 : 30 PM

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns



ORIGINATING DEPARTMENT:

Municipal Utilities

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Consider motion to adopt **RESOLUTION** accepting maintenance bond for water main, sanitary sewer, and storm sewer in Grove Landing Plat 4.

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
 Resolution
 Maintenance Bond
 Certificate of Completion
 Letter of Assurance

RESOLUTION

RESOLUTION ACCEPTING MAINTENANCE BOND FOR WATER MAIN, SANITARY SEWER AND STORM SEWER IN GROVE LANDING PLAT 4

WHEREAS, the City Staff has granted administrative approval of **Grove Landing Plat 4**; and

WHEREAS, the plans and specification for the construction of **Grove Landing Plat 4** in Ankeny has been submitted and approved by the City Engineer; and

WHEREAS, the maintenance bond for the water main, sanitary sewer and storm sewer in **Grove Landing Plat 4** has been submitted; and

WHEREAS, the City of Ankeny, Iowa has received the attached Certificate of Completion on behalf of the Developer from the Developer's Engineer that the construction of the public improvements has been completed on March 6th, 2023 with the following exceptions:

NONE.

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

1. That the Certificate of Completion received on behalf of the Developer from the Developer's Engineer be hereby received and filed; and
2. That the above-described improvements be and are hereby accepted based on said certification.
3. That the maintenance bond is hereby accepted.

PASSED AND APPROVED on this 6th day of March, 2023.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

MERCHANTS
BONDING COMPANYTM

Merchants Bonding Company (Mutual)

P.O. Box 14498, Des Moines, Iowa 50306-3498

Phone: (800) 678-8171 Fax: (515) 243-3854

MAINTENANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. IAC 593577

That The Underground Company, Ltd
12245 Dakota Street of Carlisle, Iowa 50047
as Principal, and the Merchants Bonding Company (Mutual) as Surety are
held and firmly bound unto the City of Ankeny

in the penal sum of
Four Hundred Forty Seven Thousand Thirty Seven and 00/100 (\$447,037.00)
DOLLARS, lawful money of the United States of America, for 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 and delivered this 5th day of December, 2022.

WHEREAS, the Principal entered into a certain contract, dated the 22nd day of April,
2022, with the Grove Landing Development, LLC

to furnish all the material and labor necessary for the construction of
Grove Landing Plat 4 - Sanitary Sewer, Water Main and Storm Sewer Installation
(see attachment)

in conformity with certain specifications; and

WHEREAS, a further condition of said contract is that the Principal should furnish a bond of indemnity,
guaranteeing to remedy any defects in workmanship or materials that may develop in said work within a
period of Four (4) years from the date of acceptance of the work under said contract; and

WHEREAS, the above work has been completed and accepted and if not accepted will be automatically
accepted upon the filing of this maintenance bond; and

WHEREAS, the Merchants Bonding Company (Mutual) for valuable
consideration, has agreed to join with said Principal in such bond or guarantee, indemnifying said
City of Ankeny as aforesaid;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal does
and shall, at the Principal's own cost and expense, remedy any and all defects that may develop in said
work, within the period of Four (4) years from the date of acceptance of the work under said contract, by
reason of bad workmanship or poor material used in the construction of said work, and shall keep all
work in continuous good repair during said period, and shall in all other respects, comply with all the
terms and conditions of said contract with respect to maintenance and repair of said work, then this
obligation to be null and void; otherwise to be and remain in full force and virtue in law.

It is agreed that while the Principal shall be and remain liable for failure to adhere to the specifications
which form the basis for the work, the Surety, inasmuch as the original work was not bonded, shall be
obligated only to assure the maintenance of the work in the condition in which it existed at the time the
work was accepted. Any obligation beyond this shall be that of only the Principal.

The Underground Company, Ltd

Principal

By

Approved

By

Merchants Bonding Company (Mutual)

By

Jessica J. Perkins
Jessica J. Perkins, Attorney-in-Fact

CON 0304 (2/15)

PROJECT: Grove Landing Plat 4
LOCATION: Ankeny, Iowa



ITEM	DESCRIPTION	QUANTITY	UNIT
<u>Sanitary Sewer</u>			
S1	Connect to Existing Stub	3.00	EA
S2	8" PVC Sanitary Sewer with Televising	1,262.00	LF
S3	SW-301 Manhole	5.00	EA
S4	8" Clean Out	1.00	EA
S5	4" Service	37.00	EA
<u>Water Main</u>			
W1	Connect to Existing Stub	2.00	EA
W2	8" PVC C900 Water Main	1,210.00	LF
W3	8" Bend	5.00	EA
W4	8"x8" Tee	1.00	EA
W5	8" Valve	2.00	EA
W6	Fire Hydrant	2.00	EA
W7	Relocate Fire Hydrant	2.00	EA
W8	1" Service	39.00	EA
<u>Storm Sewer</u>			
SS1	Connect to Existing Stub	2.00	EA
SS2	8" PVC Storm Sewer with Televising	660.00	LF
SS3	15" RCP Storm Sewer with Televising	475.00	LF
SS4	18" RCP Storm Sewer with Televising	133.00	LF
SS5	SW-501 Intake	3.00	EA
SS6	SW-503 Intake	1.00	EA
SS7	SW-506 Intake	3.00	EA
SS8	SW-512 Intake	1.00	EA
SS9	SW-401 Manhole (48")	4.00	EA
SS10	1.5" Service	39.00	EA

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, Dean M Clark; Diane M Vanderpool; Jessica J Perkins; Stacy R Rush

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

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

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

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

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

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

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 21st day of January, 2022.



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

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 21st day of January, 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.



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 5th day of December, 2022



William Warner Jr.
Secretary

CERTIFICATE OF COMPLETION

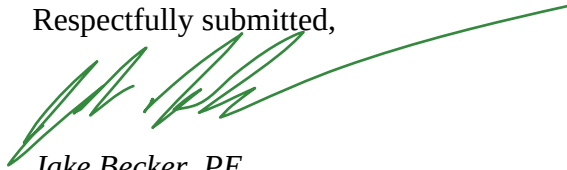
Grove Landing Plat 4

Ankeny, Iowa

3/6/2023

This is to certify that the construction improvements on the ***Grove Landing Plat 4*** project have been completed in substantial compliance with the plans and specifications for the project. I hereby recommend acceptance of the project.

Respectfully submitted,



*Jake Becker, PE
Senior Project Manager
McClure Engineering Company
Iowa License Number 25047*



1360 NW 121st Street
Clive, IA 50325
P 515.964.1229
F 515.964.2370

www.mecresults.com

March 6, 2023

Mitch Wedell, PE
Development Engineering Manager
Municipal Utilities - Development Engineering
City of Ankeny Public Services Building
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

RE: Grove Landing Plat 4 (MEC#190791-070)
Public Improvement Acceptance - Letter of Assurance

Dear Mitch,

On behalf of Grove Landing Development LLC, we respectfully request acceptance of the public improvements for Grove Landing Plat 4. This project was constructed in substantial conformance with the approved plans and specifications to the best of our knowledge. McClure Engineering Company has provided the following documents for your review and file:

- Record Drawings with "As-Built" information
- Punchlist
- Inspector Field Notes
- Certificate of Completion
- .xyz file for as-built shots

We ask that this request be placed on the City Council meeting agenda to consider acceptance of the aforementioned public improvements. Should you have any questions or concerns, feel free to contact us.

Sincerely,

McClure Engineering Company

A handwritten signature in blue ink, appearing to read "Jake Becker".

Jake Becker, PE
Senior Project Manager

Cc: Grove Landing Development, LLC
ATI Group

Enc: See above



ANKENY CITY COUNCIL

City Council Agenda

March 6, 2023

5 : 30 PM

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns



Print

ORIGINATING DEPARTMENT:

Municipal Utilities

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Consider motion to adopt **RESOLUTION** accepting maintenance bond for subgrade prep. in Grove Landing Plat 4.

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
 Resolution
 Maintenance Bond
 Certificate of Completion
 Letter of Assurance

RESOLUTION

RESOLUTION ACCEPTING MAINTENANCE BOND FOR SUBGRADE PREP IN GROVE LANDING PLAT 4

WHEREAS, the City Staff has granted administrative approval of **Grove Landing Plat 4**; and

WHEREAS, the plans and specification for the construction of **Grove Landing Plat 4** in Ankeny has been submitted and approved by the City Engineer; and

WHEREAS, the maintenance bond for subgrade prep in **Grove Landing Plat 4** has been submitted; and

WHEREAS, the City of Ankeny, Iowa has received the attached Certificate of Completion on behalf of the Developer from the Developer's Engineer that the construction of the public improvements has been completed on March 6th, 2023 with the following exceptions:

NONE.

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

1. That the Certificate of Completion received on behalf of the Developer from the Developer's Engineer be hereby received and filed; and
2. That the above-described improvements be and are hereby accepted based on said certification.
3. That the maintenance bond is hereby accepted.

PASSED AND APPROVED on this 6th day of March, 2023.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

CONTRACTOR'S MAINTENANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That Huber Grading & Land Development of 1410 NW Main St.
Elkhart, IA 50073,
 as principal (the "Principal"), and Merchants Bonding Company (Mutual) of
Iowa as surety (the "Surety"), are held and firmly bound unto
 the City of Ankeny, Iowa, as obligee (the "Obligee"), in the penal sum of thirteen thousand nine hundred eighty-three and
Dollars (\$13,983.75), for the payment of which sum well and truly to be made, the Principal
 and the Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and
 severally, firmly by these presents.

WHEREAS, the Principal has by written agreement dated April 1, 2022 entered into a
 contract (the "Contract") with Dave Huber to furnish the material and labor
 necessary for the construction of Grove Landing Plat 4- Ankeny, IA- Subgrade Prep

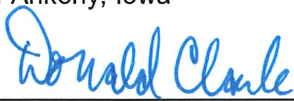
NOW, THEREFORE, the condition of this obligation is such that if the Principal shall remedy without cost to the
 Obligee any defect which may develop during a period of **Four (4)** year(s) from the date of completion and
 acceptance of the work performed under the Contract, provided such defects are caused by defective or inferior
 materials or workmanship, then this obligation shall be null and void; otherwise, it shall be and remain in full force
 and effect.

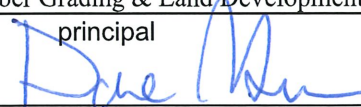
PROVIDED AND SUBJECT TO THE CONDITIONS PRECEDENT:

1. Obligee shall provide both Principal and Surety with written notice of the discovery ("Notice of Discovery")
 of any item of defective or inferior materials or workmanship during the covered period (a "Covered Item").
 Should Principal improperly fail to remedy the Covered Item, then Obligee shall make a written demand
 upon the Surety ("Demand") within ninety (90) days of the Obligee's issuance of the Notice of Discovery
 of the Covered Item.
2. The Notice of Discovery and the Demand shall be in writing and via certified mail to the Principal and to
 the Surety. Notice to the Surety shall be delivered to the attention of the Surety Law Department at the
 above address.
3. No suit or action may be commenced by the Obligee against the Surety after the expiration of one (1)
 year (or such lesser time period as otherwise permitted by relevant law) from the date of Obligee's
 discovery of a Covered Item. If the provision of this paragraph is void or prohibited by law, the minimum
 period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

DATED as of the 27th day of January, 2023.

Approved as to form:
 City of Ankeny, Iowa

by 
City Engineer

Huber Grading & Land Development
principal
 by 
Dave Huber
email: dave@hubergrading.com
(Required for return of signed document)

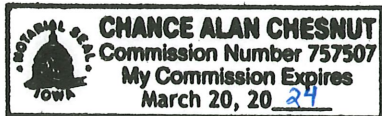
Merchants Bonding Company (Mutual)
surety (SEAL)
 by 
Mark Densmore Attorney-in-Fact

CORPORATE ACKNOWLEDGEMENT

STATE OF Iowa

COUNTY OF Polk

On this 27th day of January, 2023, before me personally appeared Dave Huber to me known, who being duly sworn, did say that he/she is the Dave Huber of Huber Grading & Land Development, the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by like order.



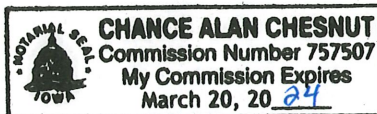
[Signature]
Notary Public

ACKNOWLEDGEMENT OF CORPORATE SURETY

STATE OF Iowa

COUNTY OF Polk

On this 27th day of January, 2023, before me personally appeared Mark Densmore to me known, who being duly sworn, did say that he/she is the Attorney-in-Fact of Merchants Bonding Company (Mutual), a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by the aforesaid officer, by authority of its Board of Directors; and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.



[Signature]
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, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Mark Densmore

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

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

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

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

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

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

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 27th day of January, 2023.



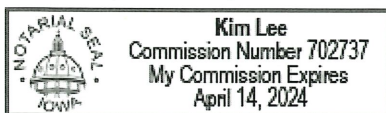
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 27th day of January, 2023, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Kim Lee
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 27th day of January, 2023.



William Warner Jr.
Secretary

CERTIFICATE OF COMPLETION

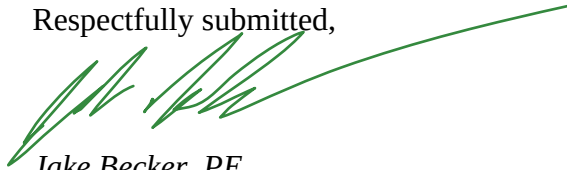
Grove Landing Plat 4

Ankeny, Iowa

3/6/2023

This is to certify that the construction improvements on the ***Grove Landing Plat 4*** project have been completed in substantial compliance with the plans and specifications for the project. I hereby recommend acceptance of the project.

Respectfully submitted,



*Jake Becker, PE
Senior Project Manager
McClure Engineering Company
Iowa License Number 25047*



1360 NW 121st Street
Clive, IA 50325
P 515.964.1229
F 515.964.2370

www.mecresults.com

March 6, 2023

Mitch Wedell, PE
Development Engineering Manager
Municipal Utilities - Development Engineering
City of Ankeny Public Services Building
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

RE: Grove Landing Plat 4 (MEC#190791-070)
Public Improvement Acceptance - Letter of Assurance

Dear Mitch,

On behalf of Grove Landing Development LLC, we respectfully request acceptance of the public improvements for Grove Landing Plat 4. This project was constructed in substantial conformance with the approved plans and specifications to the best of our knowledge. McClure Engineering Company has provided the following documents for your review and file:

- Record Drawings with "As-Built" information
- Punchlist
- Inspector Field Notes
- Certificate of Completion
- .xyz file for as-built shots

We ask that this request be placed on the City Council meeting agenda to consider acceptance of the aforementioned public improvements. Should you have any questions or concerns, feel free to contact us.

Sincerely,

McClure Engineering Company

A handwritten signature in blue ink, appearing to read "Jake Becker".

Jake Becker, PE
Senior Project Manager

Cc: Grove Landing Development, LLC
ATI Group

Enc: See above



ANKENY CITY COUNCIL

City Council Agenda

March 6, 2023

5 : 30 PM

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns

 [Print](#)

ORIGINATING DEPARTMENT:

Municipal Utilities

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Consider motion to adopt **RESOLUTION** accepting maintenance bond for concrete paving in Grove Landing Plat 4.

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
 Resolution
 Maintenance Bond
 Certificate of Completion
 Letter of Assurance

RESOLUTION

RESOLUTION ACCEPTING MAINTENANCE BOND FOR PAVING IN GROVE LANDING PLAT 4

WHEREAS, the City Staff has granted administrative approval of **Grove Landing Plat 4**; and

WHEREAS, the plans and specification for the construction of **Grove Landing Plat 4** in Ankeny has been submitted and approved by the City Engineer; and

WHEREAS, the maintenance bond for the paving in **Grove Landing Plat 4** has been submitted; and

WHEREAS, the City of Ankeny, Iowa has received the attached Certificate of Completion on behalf of the Developer from the Developer's Engineer that the construction of the public improvements has been completed on March 6th, 2023 with the following exceptions:

NONE.

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

1. That the Certificate of Completion received on behalf of the Developer from the Developer's Engineer be hereby received and filed; and
2. That the above-described improvements be and are hereby accepted based on said certification.
3. That the maintenance bond is hereby accepted.

PASSED AND APPROVED on this 6th day of March, 2023.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

MERCHANTS
BONDING COMPANY™

MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

MAINTENANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. IAC593691

That Manatt's, Inc.

_____ of Brooklyn, IA
as Principal, and the Merchants Bonding Company (Mutual) as Surety are
held and firmly bound unto the CITY OF ANKENY

_____ in the penal sum of
two hundred seventeen thousand nine hundred sixty-two and five tenths (\$217,962.50)

DOLLARS, lawful money of the United States of America, for 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 and delivered this 16th day of December, 2022.

WHEREAS, the Principal entered into a certain contract, dated the 19th day of Dec,
2022, with the Grove Landing Development, LLC

to furnish all the material and labor necessary for the construction of Grove Landing Plat 4, 4,475 SY of
7" PCC Paving, 32 SY of 6" PCC Sidewalk, 40 SF of Detectable Warning Panels

in conformity with certain specifications; and

WHEREAS, a further condition of said contract is that the Principal should furnish a bond of indemnity, guaranteeing to remedy any defects in workmanship or materials that may develop in said work within a period of 4 years from the date of acceptance of the work under said contract; and

WHEREAS, the above work has been completed and accepted and if not accepted will be automatically accepted upon the filing of this maintenance bond; and

WHEREAS, the Merchants Bonding Company (Mutual) for valuable consideration, has agreed to join with said Principal in such bond or guarantee, indemnifying said CITY OF ANKENY as aforesaid;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal does and shall, at the Principal's own cost and expense, remedy any and all defects that may develop in said work, within the period of 4 years from the date of acceptance of the work under said contract, by reason of bad workmanship or poor material used in the construction of said work, and shall keep all work in continuous good repair during said period, and shall in all other respects, comply with all the terms and conditions of said contract with respect to maintenance and repair of said work, then this obligation to be null and void; otherwise to be and remain in full force and virtue in law.

It is agreed that while the Principal shall be and remain liable for failure to adhere to the specifications which form the basis for the work, the Surety, inasmuch as the original work was not bonded, shall be obligated only to assure the maintenance of the work in the condition in which it existed at the time the work was accepted. Any obligation beyond this shall be that of only the Principal.

Manatt's, Inc.

Principal

By [Signature]

Approved CITY OF ANKENY

By Donald Cemel

Merchants Bonding Company (Mutual)

By Nancy Ollinger

Nancy Ollinger Attorney-in-Fact

CON 0304 (2/15)

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

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Nancy Ollinger

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.

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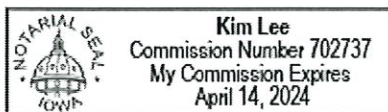
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 16th day of December, 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.



Kim Lee
Notary Public

(Expiration of notary's commission
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Secretary

CERTIFICATE OF COMPLETION

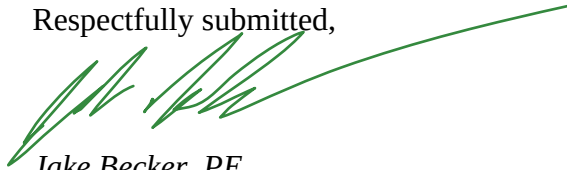
Grove Landing Plat 4

Ankeny, Iowa

3/6/2023

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Respectfully submitted,



*Jake Becker, PE
Senior Project Manager
McClure Engineering Company
Iowa License Number 25047*



1360 NW 121st Street
Clive, IA 50325
P 515.964.1229
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March 6, 2023

Mitch Wedell, PE
Development Engineering Manager
Municipal Utilities - Development Engineering
City of Ankeny Public Services Building
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

RE: Grove Landing Plat 4 (MEC#190791-070)
Public Improvement Acceptance - Letter of Assurance

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We ask that this request be placed on the City Council meeting agenda to consider acceptance of the aforementioned public improvements. Should you have any questions or concerns, feel free to contact us.

Sincerely,

McClure Engineering Company

A handwritten signature in blue ink, appearing to read "Jake Becker".

Jake Becker, PE
Senior Project Manager

Cc: Grove Landing Development, LLC
ATI Group

Enc: See above



ANKENY CITY COUNCIL

City Council Agenda

March 6, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Consider motion to adopt **RESOLUTION** ratifying, confirming, and approving the change in dates for submission of bids and for public hearing on plans, specifications, form of contract and estimate of costs for the N. Ankeny Blvd and 18th Street Intersection Improvements. (date of bid opening: 3/14/23 @ 10:30 a.m./date of hrg: 3/20/23 @ 5:30 p.m.)

EXECUTIVE SUMMARY:

To satisfy posting requirements for the N Ankeny Boulevard & 18th Street Intersection Improvements project, confirm the previously approved dates for bid opening and public hearing are changed to:

Bid Opening (10:30 A.M., Public Services Building): March 14, 2023

Public Hearing and Contract Award: March 20, 2023

(Hold Public Hearing on the plans, specifications, form of contract, and estimated total cost; review bids, award contract, and approve contract and bonds.)

FISCAL IMPACT: **No**

The N Ankeny Boulevard & 18th Street Intersection Improvements project is included in the 2023 - 2027 CIP with construction scheduled for 2023.

CITY MANAGER'S RECOMMENDATIONS:

Approve Resolution confirming change in dates for bid opening and public hearing for N Ankeny Boulevard & 18th Street Intersection Improvements

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

Construction of the N Ankeny Boulevard & 18th Street Intersection Improvements was approved by the City Council on February 6, 2023.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 Resolution

Council Member _____ introduced the following Resolution entitled "RESOLUTION RATIFYING, CONFIRMING, AND APPROVING THE CHANGE IN DATES FOR SUBMISSION OF BIDS AND FOR PUBLIC HEARING ON PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COSTS FOR THE NORTH ANKENY BOULEVARD AND 18TH STREET INTERSECTION IMPROVEMENTS" 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 RATIFYING, CONFIRMING, AND APPROVING THE CHANGE IN DATES FOR SUBMISSION OF BIDS AND FOR PUBLIC HEARING ON PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COSTS FOR THE NORTH ANKENY BOULEVARD AND 18TH STREET INTERSECTION IMPROVEMENTS

WHEREAS, on February 6, 2023, the Council adopted a Resolution ordering construction of the North Ankeny Boulevard and 18th Street Intersection Improvements; and

WHEREAS, pursuant to said Resolution, the City Clerk was directed to post the notice to bidders not less than thirteen clear days nor more than forty-five days prior to February 28, 2023, the date fixed for receiving bids; and

WHEREAS, pursuant to said Resolution, the City Clerk was directed to publish notice of public hearing not less than four clear days nor more than twenty days prior to March 6, 2023, the date fixed as the date for a public hearing on the plans, specifications, form of contract and estimate of costs for the project; and

WHEREAS, the Notice to Bidders and Notice of Public Hearing was not timely posted on an internet site sponsored by the city or a statewide association that represents the city and it is therefore necessary to reschedule the bid deadline and public hearing in this matter.

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

Section 1. That the actions of the Project Engineer in changing the time and date for the receipt of bids to before 10:30 A.M. on March 14, 2023 is hereby ratified, confirmed, and approved.

Section 2. That the actions of the Project Engineer in changing the time and date for the public hearing on the plans, specifications, form of contract and estimate of costs to March 20, 2023 is hereby ratified, confirmed, and approved.

Section 3. That the actions of the City Clerk in posting a revised Notice to Bidders and Notice of Public Hearing 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 the City not less than thirteen clear days nor more than forty-five days prior to March 14, 2023 is hereby ratified, confirmed, and approved.

Section 4. That the City Council hereby delegates to the City Clerk or her 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 March 20, 2023, at 5:30 P.M.

Section 5. That the actions of the City Clerk in publishing a revised Notice to Bidders and Notice of Public Hearing in a legal newspaper, printed wholly in the English language, published at least once weekly and having general circulation in this City, 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 held at 5:30 o'clock P.M. on March 20, 2023, is hereby ratified, affirmed, and confirmed.

Section 6. That the form of the amended Notice to Bidders and Notice of Public Hearing for the North Ankeny Boulevard and 18th Street Intersection Improvements is hereby ratified, confirmed, and approved.

PASSED AND APPROVED this 6th day of March, 2023.

Mayor

ATTEST:

City Clerk



ANKENY CITY COUNCIL

City Council Agenda

March 6, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns

 [Print](#)

ORIGINATING DEPARTMENT:
Public Works

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Resolution

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:

Consider motion to adopt **RESOLUTION** ordering construction on the 2023 Asphalt Street Resurfacing Program - SW Ordinance Road project and fixing a date for hearing thereon and taking of bids therefor. (date of bid opening: 3/28/23 @ 10:30 A.M. / date of hrg: 4/3/23 @ 5:30 P.M.)

EXECUTIVE SUMMARY:

The 2023 Asphalt Street Resurfacing Program – SW Ordinance Road project includes asphalt milling and hot mix asphalt (HMA) overlay of SW Ordinance Road from approximately 500’ west of SW Cherry Street to approximately 700’ east of SW Railroad Drive.

The construction improvements include approximately 300 CY of Class 13 excavation, 200 CY of topsoil import, 4,700 SY of asphalt milling, 1,800 TON of hot mix asphalt (HMA), 200 TON of granular shoulder, 85 STA of pavement markings, removal and replacement of sidewalk, surface restoration, temporary traffic control, mobilization, 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 will be required to start the project no earlier than June 5, 2023, and no later than June 26, 2023. The contractor will have until August 4, 2023 to substantially complete the project, and until August 18, 2023 to fully complete the project. Council approval at this time will set the following schedule for the proceedings:

1. Set Date of Bid Opening and Public Hearing: March 6, 2023
2. Post Notice to Bidders and Notice of Public Hearing: March 8, 2023
3. Publish Notice to Bidders and Notice of Public of Hearing: March 17, 2023
4. Bid Opening (10:30 A.M., Public Services Building): March 28, 2023
5. Public Hearing and Contract Award: April 3, 2023
(Hold Public Hearing on the plans, specifications, form of contract, and estimated total cost; review bids, award contract, and approve contract and bonds.)

FISCAL IMPACT: No

This project is included in the City's current Capital Improvement Program with construction scheduled for 2023.

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 28, 2023 and setting the public hearing date as April 3, 2023 for the 2023 Asphalt Street Resurfacing Program - SW Ordinance Road 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 8, 2023 and to be published in the Des Moines Register on March 17, 2023.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Notice to Bidders and Notice of Public Hearing

Council Member _____ introduced the following Resolution entitled "RESOLUTION ORDERING CONSTRUCTION OF THE 2023 ASPHALT STREET RESURFACING PROGRAM - SW ORDNANCE ROAD, 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 2023
ASPHALT STREET RESURFACING PROGRAM - SW
ORDNANCE ROAD, 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 2023 Asphalt Street Resurfacing Program - SW Ordinance Road; 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, final grades have been established by ordinance, consistent with the plans for all street improvements included in the proposed construction; 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 2023 Asphalt Street Resurfacing Program - SW Ordinance Road, 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 2023 Asphalt Street Resurfacing Program – SW Ordnance Road project includes asphalt milling and hot mix asphalt (HMA) overlay of SW Ordnance Road from approximately 500' west of SW Cherry Street to approximately 700' east of SW Railroad Drive.

The construction improvements include approximately 300 CY of Class 13 excavation, 200 CY of topsoil import, 4,700 SY of asphalt milling, 1,800 TON of hot mix asphalt (HMA), 200 TON of granular shoulder, 85 STA of pavement markings, removal and replacement of sidewalk, surface restoration, temporary traffic control, mobilization, 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 28, 2023, 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 3, 2023, 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 3, 2023.

PASSED AND APPROVED this 6th day of March, 2023.

Mayor

ATTEST:

City Clerk

NOTICE TO BIDDERS AND
NOTICE OF PUBLIC HEARING

2023 ASPHALT STREET RESURFACING PROGRAM – SW ORDNANCE ROAD
CITY OF ANKENY, IOWA PUBLIC IMPROVEMENT PROJECT

Public Hearing on Proposed Contract Documents and Estimated Cost 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 cost, for the **2023 Asphalt Street Resurfacing Program – SW Ordinance Road** project at its meeting at **5:30 P.M. on the 3rd day of April, 2023**, 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=OEFocWZGS0NYUmttVHNxcWZFak9Pd09>
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 proposals for the work comprising the improvement 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 **28th day of March, 2023**, at the reception desk in said Ankeny Public Services Building. Proposals 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 and bids tabulated at **10:30 A.M. on the 28th day of March, 2023**, in said Ankeny Public Services Building. Proposals will be considered by the City of Ankeny City Council at its meeting at **5:30 P.M. on the 3rd day of April, 2023**, 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 earlier than June 5, 2023, and no later than June 26, 2023**, and shall be completed as stated below. The Notice to Proceed will be issued after the preconstruction conference, which is expected to occur in May 2023. **SW Cherry Street shall be open between 5:00 P.M. on July 7, 2023 through 6:00 A.M. on July 10, 2023 due to Ankeny Summerfest.**

Contract Documents

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 Public Services Building, 1210 NW Prairie Ridge Drive, Ankeny, Iowa, 50023. The initial set is free of charge to prospective bidders, i.e. qualified general contractors. A fee of Fifty Dollars (\$50.00) per set will apply to additional sets and to bidding documents requested by other than prospective bidders. This fee is refundable, provided the following conditions are met: (1) The Contract Documents are returned complete and in a good usable condition. (2) They are returned within fourteen (14) calendar days after the award of the project. An individual must call 515-963-3520 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.

General Nature of the Public Improvement

2023 ASPHALT STREET RESURFACING PROGRAM – SW ORDNANCE ROAD

The 2023 Asphalt Street Resurfacing Program – SW Ordinance Road project includes asphalt milling and hot mix asphalt (HMA) overlay of SW Ordinance Road from approximately 500' west of SW Cherry Street to approximately 700' east of SW Railroad Drive.

The construction improvements include approximately 300 CY of Class 13 excavation, 200 CY of topsoil import, 4,700 SY of asphalt milling, 1,800 TON of hot mix asphalt (HMA), 200 TON of granular shoulder, 85 STA of pavement markings, removal and replacement of sidewalk, surface restoration, temporary traffic control, mobilization, 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 Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full 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 thirty-one (31) days following acceptance of the project by the City of Ankeny as per provisions 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. Sales tax exemption certificates are applicable only for the specific project for which the sales tax exemption certificate is issued.

Completion of Work

The Contractor shall substantially complete the project no later than **August 4, 2023**. Substantial completion for the project shall be defined as all grading and pavement construction completed, with the new streets, driveways, and sidewalks fully open to traffic. Should the Contractor fail to substantially complete the work in 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).

The Contractor shall fully complete the project no later than **August 18, 2023**. Full completion for the project shall be defined as all work, including punch list items, pavement markings, and surface restoration completed, and all improvements ready for final acceptance. Should the Contractor fail to fully complete the work in 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).

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 **6th day of March, 2023**.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

Posted to the Iowa League of Cities and the Master Builders of Iowa websites the **8th day of March, 2023**.

Published in the Des Moines Register the **17th day of March, 2023**.



2023 Asphalt Street Resurfacing Program
Map is for Locational Purposes Only.



ANKENY CITY COUNCIL

City Council Agenda

March 6, 2023

5 : 30 PM

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns



ORIGINATING DEPARTMENT:

Police

COUNCIL GOAL:

Exercise Financial Discipline

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Consider motion to adopt **RESOLUTION** authorizing the Ankeny Police Department to submit a Community Betterment Grant Application and accept funds if awarded.

EXECUTIVE SUMMARY:

The Ankeny Police Department is requesting approval to submit a grant application to the Polk Community Betterment Grant in the amount of \$10,000 for the purpose of acquiring a thermal equipped unmanned aerial system (aka a drone).

Drones are critical tools for situational awareness, quicker response, and better scene documentation. The drone enables responders to gain aerial insights to maximize safety and improve response procedures for the department.

The acquisition of this drone will also be useful for Ankeny Fire Department in assessing large fire scenes

from a safe, elevated position while identifying hotspots, enhancing fire fighter safety on roofs lines and outside perimeters. The drone could be deployed during HAZMAT and disaster operations within the city.

The department currently has four FAA certified drone operators and this program is expected to be managed from the Operations Division.

FISCAL IMPACT: Yes

Funding for this specific piece of equipment was not included in the current City Council approved budget. Grant funding from the Polk County Community Betterment program in the amount of \$10,000 provides the City an opportunity to advance the acquisition of the drone with no initial cost to the City if this application is fully funded.

CITY MANAGER'S RECOMMENDATIONS:

Staff recommends approval of this item as presented.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution

RESOLUTION

RESOLUTION AUTHORIZING THE ANKENY POLICE DEPARTMENT TO SUBMIT A POLK COUNTY COMMUNITY BETTERMENT GRANT APPLICATION AND ACCEPT FUNDS UPON AWARD

WHEREAS, The Polk County Community Betterment Grant program was designed to provide financial support to non-profit organizations that provide cultural, recreational, educational, and human needs services to residents, and

WHEREAS, Polk County Community Betterment Grants are funded from profits received by Polk County from the operation of the Prairie Meadows Racetrack and Casino, and

WHEREAS, Polk County has a rich history of partnering with public and private entities to provide effective programs and services to the community, including multiple times in the past with the City of Ankeny, and

WHEREAS, the Polk County Community Betterment Grant is awarded on a year-to-year basis and the Ankeny Police Department has identified the acquisition of a new drone in the amount of \$10,000 for 2023 calendar year funding consideration, and

NOW, THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of Ankeny, Iowa, that the Ankeny Police Department is authorized to apply for the Polk County Community Betterment Grant, and accept funds if awarded.

Passed and approved the 6th day of March, 2023.

Mark E. Holm, Mayor

Attest:

Michelle Yuska, City Clerk



ANKENY CITY COUNCIL

City Council Agenda

March 6, 2023

5 : 30 PM

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns



ORIGINATING DEPARTMENT:

Economic Development

COUNCIL GOAL:

Enhance Quality of Life

ACTION REQUESTED:

Motion

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Consider motion to approve Contract for Services between the City of Ankeny and Group Creative Services for design for installation on the new NW Ankeny water tower.

EXECUTIVE SUMMARY:

Group Creative Services will assist the City with design concepts for an image on the NW water tower as outlined below:

- Assist with development of an RFP
- Identify 6/7 designers for consideration
- Selection of 3 designers for concept development
- Work with designers to refine concepts
- Present concepts to the Cultural Arts Board and City Council for approval
- Coordinate with designer to develop final design and create specifications for installation (painting) in coordination with water tower contractor/fabricator

The Ankeny Cultural Arts Board will review concepts and recommend a final design for consideration and approval by the City Council this spring or early summer.

FISCAL IMPACT: Yes

Funding for this \$7,000 contract for services is included in the hotel/motel fund budget. Compensation for the designer is part of this contract; therefore the City will own the final design without further compensation to designer.

CITY MANAGER'S RECOMMENDATIONS:

To approve the contract for services with Group Creative Services as presented.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Group Creative Water Tower Design



Contract for Services: Ankeny Water Tower

This document serves as a contract between the City of Ankeny (City) and Group Creative Services (Group). The City desires to engage consultants, Group, to facilitate concept designs for a site-specific installation on the new water tower. Group agrees to provide the City the following services:

Phase I: Concept Development

- Generate a RFP that outlines project goals, scope, themes, timeline, budget, site considerations and project constraints. The City's designee will give the final approval on the language prior to publishing the RFP.
- Group will present at least six qualified artists to the City for selection of three artists to commission.
- Group will coordinate a call for interest in the project and select three qualified artists to invite for a paid proposal.
- Group will coordinate the proposal development process including facilitating review of the three submissions by Ankeny Cultural Arts Board and City Council as well as recommend next steps including selection of an artist concept.

Deliverable: The City will receive three concepts by experienced artists that meet the vision and criteria including timeline, branding and site constraints as outlined in the RFP. The concepts will have images and note any recommended installation processes and/or vendors to ensure a smooth path in the implementation process.

Phase II: Implementation of Selected Design

The budget for this project includes Phase 2 funding for the selected artist to support design refinement based on the needs of the fabricator and installer. For phase 2, Group and the artist will remain engaged in the process in a limited capacity to support the following:

- Technical adjustments within the artwork digital files for the installers / fabricators
- Minor adjustments to the design based on the final dimensions of the water tank
- Helping answer design / layout questions from the installers / fabricators
- Minor adjustments should not exceed two rounds of revisions

Should something happen that work needs to exceed the above minor revision and technical support expectations, such as a major redesign or integration of all new elements, the budget amount would need to be revisited and agreed upon before major changes would proceed.

Compensation

The City agrees to pay Group Creative Services \$7000 on the following schedule. Group will invoice at the reference points in the project timeline.

- \$4000 upon signature of this contract
- \$3000 after concepts have been presented

Warranties and Intellectual Property Rights

The artist represents and warrants that the artwork is solely the result of the artistic effort of the artist and except as otherwise disclosed in writing to Group, the artwork is unique and original and does not infringe upon any copyright. The artwork or a duplicate thereof, has not been accepted for sale elsewhere and it is free and clear of any liens from any source whatever.

The Artist retains all rights under the Copyright Act of 1976, 17 U.S.C. §101 et seq., as the sole author of the artwork for the duration of the copyright. In view of the intention that the final artwork shall be unique, the artist shall not make any additional exact duplicate reproductions of the final artwork, nor shall the artist grant permission to others to do so except with the written permission of the City. However, nothing shall prevent the artist from creating works in the artist's manner and style of artistic expression. The artist grants to City and GROUP an irrevocable license to make two-dimensional reproduction of the artwork for its purposes, including, but not limited to, reproductions used in brochures, media publicity, and exhibition catalogs or other similar publications provided that these rights are exercised in a tasteful and professional manner. All reproductions by the City shall contain a credit to the artist and a copyright notice in substantially the following form: © [Artist's name, date of installation]. The artist shall use their best efforts in any public showing or resume use of reproductions to give acknowledgment in substantially the following form: "An original artwork owned and commissioned by the City of Ankeny." The artist shall, at the artist's expense, be registered with the United States Register of Copyrights, a copyright in the artwork in the artist's name.

Artists Rights

The artist retains all rights under state and federal laws including §106A of the Copyright Act of 1976. The City agrees that it will not intentionally alter, modify, change, destroy or damage the artwork without first obtaining permission from the artist. City further agrees to take reasonable measures to avoid these from occurring from the gross negligence of City, its representatives, or employees pursuant to the federal Visual Artists' Rights Act. If any alteration or damage to the artwork occurs, the artist shall have the right to disclaim authorship of the artwork in addition to any remedies he/she may have in law or equity under this contract. Upon written request, the City shall remove the identification plaque and all attributive references to the artist at its own expense within [10] days of receipt of the notice. No provision of this Agreement shall obligate the City to alter or remove any such attributive reference printed or published prior to the City's receipt of such notice. The artist may take such other action as the artist may choose in order to disavow the artwork. The City shall notify the artist of any proposed significant alteration of the site that would affect the intended character and appearance of the Artwork. The City shall consult with the Artist in the planning and execution of any such alteration. The City shall make a reasonable effort to maintain the integrity of the artwork. The City will be solely responsible for maintenance of the project. A proposed maintenance schedule and estimated budget will be provided by GROUP.

Modification

No alternation, change, or modification of the terms of the agreement will be valid unless made in writing and signed by both parties hereto and approved by appropriate action of GROUP. This Agreement (including the main agreement and all schedules and exhibits attached thereto) constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements related to this matter. There are no other written or oral agreements, representations or understandings with respect to the subject matter of this Agreement. No waiver will be binding on a party unless it is in writing and signed by the party making the waiver. A party's waiver of a breach of a provision of this Agreement will not be a waiver of any other provision or a waiver of a subsequent breach of the same provision.

The City agrees that the first round of proposals and the unselected final proposals are for the purposes of City's consideration only. The City's right and title to any final selection it makes shall be fixed by contract at a later date; however, by signature hereto, the City expressly releases any claim of right, title, or interest to any unselected proposals.

In witness of this agreement to the terms above, the parties or their authorized agents hereby affix their signatures:

(Printed name of City of Ankeny)

(Signature)

(Date)

Teva Dawson

Group Creative Services agent)

(Signature)

(Date)



ANKENY CITY COUNCIL

City Council Agenda

March 6, 2023

5 : 30 PM

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns



ORIGINATING DEPARTMENT:

Economic Development

COUNCIL GOAL:

Ensure Economic Vitality

ACTION REQUESTED:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Consider motion to adopt **RESOLUTION** setting dates of a consultation and a public hearing on proposed Amendment No. 13 to the 1989 Ankeny Economic Development Urban Renewal Plan in the City of Ankeny, State of Iowa. (date of hrg: 4/3/23 @ 5:30 p.m.)

EXECUTIVE SUMMARY:

The proposed Amendment No. 13 to the 1989 Ankeny Economic Development Urban Renewal Plan, which was last amended in 2021, includes the addition of the following public improvement projects:

- SW State Street reconstruction from SW Ordinance Road to West 1st Street (southbound lanes)
- SW Oralabor Road and SW State intersection improvements and construction of a pedestrian underpass
- West 1st Street widening and improvements - Phase 2

These projects were not included in previous plan updates and projects are required to be in the plan if tax increment financing is used to support public improvements. This amendment also includes the addition of

land to allow for the inclusion of the West First 1st Street widening project.

FISCAL IMPACT: No

Adding public improvement projects and land area to an Urban Renewal Area has no fiscal impact. Projects are approved by the City Council as part of the City's Capital Improvement Program.

CITY MANAGER'S RECOMMENDATIONS:

To approve setting the public hearing and consultation meeting as presented.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

This urban renewal area and plan was most recently amended in 2021.

PUBLIC OUTREACH EFFORTS:

Consultation meeting with all affected taxing entities will occur prior to the public hearing and Council action.

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 1989 Amend 13 Consult Notice
 1989 Ament 13 Public Hearing Notice
 1989 Amend 13 Resolution

NOTICE OF A CONSULTATION TO BE HELD BETWEEN THE
CITY OF ANKENY, STATE OF IOWA AND ALL AFFECTED
TAXING ENTITIES CONCERNING THE PROPOSED
AMENDMENT NO. 13 TO THE 1989 ANKENY ECONOMIC
DEVELOPMENT URBAN RENEWAL PLAN FOR THE CITY
OF ANKENY, STATE OF IOWA

The City of Ankeny, State of Iowa will hold a consultation with all affected taxing entities, as defined in Section 403.17(1), Code of Iowa, as amended, commencing at 10:00 A.M. on March 15, 2023, in the Ankeny City Hall, 410 West First Street, Ankeny, Iowa concerning a proposed Amendment No. 13 to the 1989 Ankeny Economic Development Urban Renewal Plan for the 1989 Ankeny Economic Development Urban Renewal Area Urban Renewal Area, a copy of which is attached hereto.

Each affected taxing entity may appoint a representative to attend the consultation. The consultation may include a discussion of the estimated growth in valuation of taxable property included in the Urban Renewal Area, the fiscal impact of the division of revenue on the affected taxing entities, the estimated impact on the provision of services by each of the affected taxing entities in the Urban Renewal Area, and the duration of any bond issuance included in the Amendment.

The designated representative of any affected taxing entity may make written recommendations for modifications to the proposed division of revenue no later than seven days following the date of the consultation. The Economic Development Director, or his delegate, as the designated representative of the City of Ankeny, State of Iowa, shall submit a written response to the affected taxing entity, no later than seven days prior to the public hearing on the proposed Amendment No. 13 to the 1989 Ankeny Economic Development Urban Renewal Plan, addressing any recommendations made by that entity for modification to the proposed division of revenue.

This notice is given by order of the City Council of the City of Ankeny, State of Iowa, as provided by Section 403.5, Code of Iowa, as amended.

Dated this _____ day of _____, 2023.

City Clerk, City of Ankeny, State of Iowa

(End of Notice)

(One publication required)

NOTICE OF PUBLIC HEARING TO CONSIDER APPROVAL
OF A PROPOSED AMENDMENT NO. 13 TO THE 1989
ANKENY ECONOMIC DEVELOPMENT URBAN RENEWAL
PLAN FOR AN URBAN RENEWAL AREA IN THE CITY OF
ANKENY, STATE OF IOWA

The City Council of the City of Ankeny, State of Iowa, will hold a public hearing before itself at its meeting which commences at 5:30 P.M. on April 3, 2023 in the Council Chambers, Ankeny Kirkendall Public Library, 1250 SW District Drive, Ankeny, Iowa, to consider adoption of a proposed Amendment No. 13 to the 1989 Ankeny Economic Development Urban Renewal Plan (the "Amendment") concerning an Urban Renewal Area in the City of Ankeny, State of Iowa.

Amendment No. 13 proposes to add the following land to the Urban Renewal Area:

PART OF THE SOUTH ½ OF SECTION 15 AND A PART OF THE NORTH ½ OF SECTION 22 ALL BEING IN TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE 5TH P.M., NOW INCLUDED IN AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1 OF CHRISTIAN CHURCH ESTATES, BEING AN OFFICIAL PLAT; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 1 TO THE NORTHWEST CORNER OF SAID LOT 1 AND BEING A POINT ON THE SOUTH LINE OF LOT A OF GOLFVIEW TERRACE PLAT 4, BEING AN OFFICIAL PLAT; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT A OF GOLFVIEW TERRACE PLAT 4 TO THE SOUTHWEST CORNER OF SAID LOT A OF GOLFVIEW TERRACE PLAT 4; THENCE NORTH ALONG THE WEST LINE OF SAID LOT A OF GOLFVIEW TERRACE PLAT 4 AND ALONG THE WEST LINE OF SAID LOT A OF GOLFVIEW TERRACE PLAT 4 EXTENDED NORTH TO THE NORTH LINE OF WEST FIRST STREET RIGHT-OF-WAY AND BEING ON THE NORTH LINE OF STREET LOT A OF GOLFVIEW TERRACE PLAT 1, BEING AN OFFICIAL PLAT; THENCE EAST ALONG THE NORTH LINE OF SAID WEST FIRST STREET RIGHT-OF-WAY AND ALONG THE NORTH LINE OF SAID LOT A OF GOLFVIEW TERRACE PLAT 1 TO THE NORTHEAST CORNER OF SAID LOT A OF GOLFVIEW TERRACE PLAT 1; THENCE SOUTH CONTINUING ALONG SAID NORTH LINE OF WEST FIRST STREET RIGHT-OF-WAY AND ALONG THE EAST LINE OF SAID LOT A OF GOLFVIEW TERRACE PLAT 1 TO THE NORTHWEST CORNER OF LOT A OF LAKEVIEW PLAZA PLAT 2, BEING AN OFFICIAL PLAT; THENCE EAST CONTINUING ALONG SAID NORTH LINE OF WEST FIRST STREET RIGHT-OF-WAY AND ALONG THE NORTH LINE OF SAID LOT A OF LAKEVIEW PLAZA PLAT 2 TO THE NORTHEAST CORNER OF SAID LOT A OF LAKEVIEW PLAZA PLAT 2; THENCE SOUTH CONTINUING ALONG SAID NORTH LINE OF WEST FIRST STREET

RIGHT-OF-WAY AND ALONG THE EAST LINE OF SAID LOT A OF LAKEVIEW PLAZA PLAT 2 TO THE NORTHWEST CORNER OF LOT A OF COLLEGE PARK PLAZA NORTHWEST PLAT 1, BEING AN OFFICIAL PLAT; THENCE EAST CONTINUING ALONG SAID NORTH LINE OF WEST FIRST STREET RIGHT-OF-WAY AND ALONG THE NORTH LINE OF SAID LOT A OF COLLEGE PARK PLAZA NORTHWEST PLAT 1 TO THE NORTHEAST CORNER OF SAID LOT A OF COLLEGE PARK PLAZA NORTHWEST PLAT 1 AND BEING THE SOUTHWEST CORNER OF FRONTIER VILLAGE PLAT 4, BEING AN OFFICIAL PLAT; THENCE EAST CONTINUING ALONG SAID NORTH LINE OF WEST FIRST STREET RIGHT-OF-WAY AND ALONG THE SOUTH LINE OF SAID FRONTIER VILLAGE PLAT 4 TO THE SOUTHEAST CORNER OF SAID FRONTIER VILLAGE PLAT 4 AND BEING THE SOUTHWEST CORNER OF FRONTIER VILLAGE PLAT 2, BEING AN OFFICIAL PLAT; THENCE EAST CONTINUING ALONG SAID NORTH LINE OF WEST FIRST STREET RIGHT-OF-WAY AND ALONG THE SOUTH LINE OF SAID FRONTIER VILLAGE PLAT 2 TO THE SOUTHEAST CORNER OF SAID FRONTIER VILLAGE PLAT 2 AND BEING SOUTHWEST CORNER OF FRONTIER VILLAGE PLAT 6, BEING AN OFFICIAL PLAT; THENCE EAST CONTINUING ALONG SAID NORTH LINE OF WEST FIRST STREET RIGHT-OF-WAY AND ALONG THE SOUTH LINE OF SAID FRONTIER VILLAGE PLAT 6 TO THE SOUTHEAST CORNER OF SAID FRONTIER VILLAGE PLAT 6 AND BEING THE SOUTHWEST CORNER OF LOT 32 OF FRONTIER VILLAGE PLAT 8, BEING AN OFFICIAL PLAT; THENCE EAST CONTINUING ALONG SAID NORTH LINE OF WEST FIRST STREET RIGHT-OF-WAY AND ALONG THE SOUTH LINE OF SAID LOT 32 TO THE SOUTHEAST CORNER OF SAID LOT 32; THENCE NORTH CONTINUING ALONG SAID NORTH LINE OF WEST FIRST STREET RIGHT-OF-WAY AND ALONG THE EAST LINE OF SAID LOT 32 TO THE NORTHWEST CORNER OF LOT A OF HANDIMART PLAT 1, BEING AN OFFICIAL PLAT, ALSO BEING THE SOUTHWEST CORNER OF LOT 1 OF SAID HANDIMART PLAT 1; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 1 AND ALONG THE EASTERLY EXTENSION OF SAID SOUTH LINE TO THE EAST LINE OF LOT A; THENCE SOUTH CONTINUING ALONG SAID NORTH LINE OF WEST FIRST STREET RIGHT-OF-WAY AND ALONG SAID EAST LINE OF HANDIMART PLAT 1 TO THE SOUTHEAST CORNER OF SAID LOT A OF HANDIMART PLAT 1 AND BEING THE SOUTHWEST CORNER OF LOT F OF SAID FRONTIER VILLAGE PLAT 8; THENCE EAST CONTINUING ALONG SAID NORTH LINE OF WEST FIRST STREET RIGHT-OF-WAY AND ALONG THE SOUTH LINE OF SAID LOT F OF FRONTIER VILLAGE PLAT 8 TO THE INTERSECTION OF THE WEST LINE OF LOTS 64-68 OF WEST LAWN PLACE PLAT 3, BEING AN OFFICIAL PLAT, EXTENDED NORTH; THENCE SOUTH ALONG SAID WEST LINE OF LOTS 64-68 OF WESTLAWN PLACE PLAT 3 EXTENDED NORTH AND ALONG THE WEST LINE OF LOTS 64-68 OF WESTLAWN PLACE PLAT 3 TO THE INTERSECTION OF THE SOUTH LINE OF

WESTLAWN PLACE PLAT 6 EXTENDED EASTERLY; THENCE WEST ALONG THE SOUTH LINE OF WESTLAWN PLACE PLAT 6 EXTENDED EASTERLY AND BEING ALONG THE NORTH LINE SW 3RD STREET RIGHT-OF-WAY AND BEING ALONG THE SOUTH LINE OF WESTLAWN PLACE PLAT 6 TO THE SOUTHWEST CORNER OF SAID WESTLAWN PLACE PLAT 6 AND BEING THE SOUTHEAST CORNER OF WESTLAWN PLACE PLAT 7, BEING AN OFFICIAL PLAT; THENCE WEST CONTINUING ALONG SAID NORTH LINE OF SW 3RD STREET RIGHT-OF-WAY AND ALONG THE SOUTH LINE OF SAID WESTLAWN PLACE PLAT 7 TO THE SOUTHWEST CORNER OF SAID WESTLAWN PLACE PLAT 7; THENCE WEST CONTINUING ALONG SAID NORTH LINE OF SAID SW 3RD STREET RIGHT-OF-WAY AND ALONG THE SOUTH LINE OF WESTLAWN PLACE PLAT 7 EXTENDED WEST TO THE EAST RIGHT-OF-WAY LINE OF SW LINDEN STREET EXTENDED SOUTH SAID EAST RIGHT-OF-WAY LINE OF SW LINDEN STREET BEING 33.00 FEET EAST OF THE EAST LINE OF LAKEVIEW PLAZA PLAT 3, BEING AN OFFICIAL PLAT, EXTENDED SOUTHERLY; THENCE NORTH CONTINUING ALONG SAID NORTH LINE OF SW 3RD STREET RIGHT-OF-WAY AND ALONG SAID EAST RIGHT-OF-WAY LINE OF SW LINDEN STREET EXTENDED SOUTH TO THE INTERSECTION OF THE SOUTH LINE OF LAKEVIEW PLAZA PLAT 3 EXTENDED EAST; THENCE WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE OF SW 3RD STREET AND ALONG SAID SOUTH LINE OF LAKEVIEW PLAZA PLAT 3 EXTENDED EAST AND ALONG THE SOUTH LINE OF LAKEVIEW PLAZA PLAT 3 TO THE SOUTHWEST CORNER OF SAID LAKEVIEW PLAZA PLAT 3 AND BEING THE SOUTHEAST CORNER OF SAID CHRISTIAN CHURCH ESTATES; THENCE WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE OF SW 3RD STREET AND ALONG THE SOUTH LINE OF SAID CHRISTIAN CHURCH ESTATES TO THE POINT OF BEGINNING AND CONTAINING 53.66 AC (2,337,259 S.F.) MORE OR LESS.

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

A copy of the Amendment is on file for public inspection in the office of the City Clerk, City Hall, City of Ankeny, Iowa.

The City of Ankeny, State of Iowa is the local public agency which, if such Amendment is approved, shall undertake the urban renewal activities described in such Amendment.

The general scope of the urban renewal activities under consideration in the Amendment is to promote economic development and to rehabilitate, conserve and redevelop land, buildings and other improvements within such area through the elimination and containment of conditions of blight so as to improve the community through the establishment of effective land use controls, through use of an effective program of rehabilitation of existing buildings and elimination of those structures which cannot be economically rehabilitated, with a limited amount of acquisition, clearance, resale and improvement of land for various purposes specified in the Amendment. To accomplish the objectives of the Amendment, and to encourage the further economic development

of the Urban Renewal Area, the Amendment provides that such special financing activities may include, but not be limited to, the making of loans or grants of public funds to private entities under Chapter 15A, Code of Iowa. The City also may reimburse or directly undertake the installation, construction and reconstruction of substantial public improvements, including, but not limited to, street, water, sanitary sewer, storm sewer or other public improvements. The City also may acquire and make land available for development or redevelopment by private enterprise as authorized by law. The Amendment provides that the City may issue bonds or use available funds for purposes allowed by the Plan and that tax increment reimbursement of the costs of urban renewal projects may be sought if and to the extent incurred by the City. The Amendment initially proposes specific public infrastructure or site improvements to be undertaken by the City, and provides that the Amendment may be amended from time to time.

The proposed Amendment No. 13 would add and/or confirm proposed urban renewal projects for the Area and add new property to the Urban Renewal Area.

Other provisions of the Plan not affected by the Amendment would remain in full force and effect.

Any person or organization desiring to be heard shall be afforded an opportunity to be heard at such hearing.

This notice is given by order of the City Council of the City of Ankeny, State of Iowa, as provided by Section 403.5, Code of Iowa.

Dated this _____ day of _____, 2023.

City Clerk, City of Ankeny, State of Iowa

(End of Notice)

RESOLUTION NO. _____

RESOLUTION SETTING DATES OF A CONSULTATION AND
A PUBLIC HEARING ON A PROPOSED AMENDMENT NO. 13
TO THE 1989 ANKENY ECONOMIC DEVELOPMENT URBAN
RENEWAL PLAN IN THE CITY OF ANKENY, STATE OF
IOWA

WHEREAS, by Resolution No. 62-89, adopted April 17, 1989, this Council found and determined that certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the 1989 Ankeny Economic Development Urban Renewal Plan (the "Plan" or "Urban Renewal Plan") for the 1989 Ankeny Economic Development Urban Renewal Area (the "Area" or "Urban Renewal Area") described therein, which Plan has been amended several times, most recently by Amendment No. 12 approved by Resolution No. 2021-374 adopted on October 4, 2021, and which Plan, as amended, is on file in the office of the Recorder of Polk County; and

WHEREAS, City staff has caused there to be prepared a form of Amendment No. 13 to the Plan ("Amendment No. 13" or "Amendment"), a copy of which has been placed on file for public inspection in the office of the City Clerk and which is incorporated herein by reference, the purpose of which is to add and/or confirm proposed urban renewal projects for the Area and to add new property to the Urban Renewal Area; and

WHEREAS, it is desirable that the area be redeveloped as part of the overall redevelopment covered by the Plan, as amended; and

WHEREAS, the Iowa statutes require the City Council to notify all affected taxing entities of the consideration being given to the proposed Amendment No. 13 and to hold a consultation with such taxing entities with respect thereto, and further provides that the designated representative of each affected taxing entity may attend the consultation and make written recommendations for modifications to the proposed division of revenue included as a part thereof, to which the City shall submit written responses as provided in Section 403.5, Code of Iowa, as amended; and

WHEREAS, the Iowa statutes further require the City Council to hold a public hearing on the proposed Amendment No. 13 subsequent to notice thereof by publication in a newspaper having general circulation within the City, which notice shall describe the time, date, place and purpose of the hearing, shall generally identify the urban renewal area covered by the Amendment and shall outline the general scope of the urban renewal project under consideration, with a copy of the notice also being mailed to each affected taxing entity.

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

Section 1. That the consultation on the proposed Amendment No. 13 required by Section 403.5(2), Code of Iowa, as amended, shall be held on March 15, 2023, in the Ankeny City Hall, 410 West First Street, Ankeny, Iowa, at 10:00 A.M., and the Economic Development Director, or his delegate, is hereby appointed to serve as the designated representative of the City for purposes

of conducting the consultation, receiving any recommendations that may be made with respect thereto and responding to the same in accordance with Section 403.5(2), Code of Iowa.

Section 2. That the City Clerk is authorized and directed to cause a notice of such consultation to be sent by regular mail to all affected taxing entities, as defined in Section 403.17(1), Code of Iowa, along with a copy of this Resolution and the proposed Amendment No. 13, the notice to be in substantially the following form:

NOTICE OF A CONSULTATION TO BE HELD BETWEEN THE
CITY OF ANKENY, STATE OF IOWA AND ALL AFFECTED
TAXING ENTITIES CONCERNING THE PROPOSED
AMENDMENT NO. 13 TO THE 1989 ANKENY ECONOMIC
DEVELOPMENT URBAN RENEWAL PLAN FOR THE CITY
OF ANKENY, STATE OF IOWA

The City of Ankeny, State of Iowa will hold a consultation with all affected taxing entities, as defined in Section 403.17(1), Code of Iowa, as amended, commencing at 10:00 A.M. on March 15, 2023, in the Ankeny City Hall, 410 West First Street, Ankeny, Iowa concerning a proposed Amendment No. 13 to the 1989 Ankeny Economic Development Urban Renewal Plan for the 1989 Ankeny Economic Development Urban Renewal Area Urban Renewal Area, a copy of which is attached hereto.

Each affected taxing entity may appoint a representative to attend the consultation. The consultation may include a discussion of the estimated growth in valuation of taxable property included in the Urban Renewal Area, the fiscal impact of the division of revenue on the affected taxing entities, the estimated impact on the provision of services by each of the affected taxing entities in the Urban Renewal Area, and the duration of any bond issuance included in the Amendment.

The designated representative of any affected taxing entity may make written recommendations for modifications to the proposed division of revenue no later than seven days following the date of the consultation. The Economic Development Director, or his delegate, as the designated representative of the City of Ankeny, State of Iowa, shall submit a written response to the affected taxing entity, no later than seven days prior to the public hearing on the proposed Amendment No. 13 to the 1989 Ankeny Economic Development Urban Renewal Plan, addressing any recommendations made by that entity for modification to the proposed division of revenue.

This notice is given by order of the City Council of the City of Ankeny, State of Iowa, as provided by Section 403.5, Code of Iowa, as amended.

Dated this _____ day of _____, 2023.

City Clerk, City of Ankeny, State of Iowa

(End of Notice)

Section 3. That a public hearing shall be held on the proposed Amendment No. 13 before the City Council at its meeting which commences at 5:30 P.M. on April 3, 2023, in the Council Chambers, Ankeny Kirkendall Public Library, 1250 SW District Drive, Ankeny, Iowa.

Section 4. That the City Clerk is authorized and directed to publish notice of this public hearing in the Des Moines Register, once on a date not less than four (4) nor more than twenty (20) days before the date of the public hearing, and to mail a copy of the notice by ordinary mail to each affected taxing entity, such notice in each case to be in substantially the following form:

(One publication required)

NOTICE OF PUBLIC HEARING TO CONSIDER APPROVAL
OF A PROPOSED AMENDMENT NO. 13 TO THE 1989
ANKENY ECONOMIC DEVELOPMENT URBAN RENEWAL
PLAN FOR AN URBAN RENEWAL AREA IN THE CITY OF
ANKENY, STATE OF IOWA

The City Council of the City of Ankeny, State of Iowa, will hold a public hearing before itself at its meeting which commences at 5:30 P.M. on April 3, 2023 in the Council Chambers, Ankeny Kirkendall Public Library, 1250 SW District Drive, Ankeny, Iowa, to consider adoption of a proposed Amendment No. 13 to the 1989 Ankeny Economic Development Urban Renewal Plan (the "Amendment") concerning an Urban Renewal Area in the City of Ankeny, State of Iowa.

Amendment No. 13 proposes to add the following land to the Urban Renewal Area:

PART OF THE SOUTH ½ OF SECTION 15 AND A PART OF THE NORTH ½ OF SECTION 22 ALL BEING IN TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE 5TH P.M., NOW INCLUDED IN AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1 OF CHRISTIAN CHURCH ESTATES, BEING AN OFFICIAL PLAT; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 1 TO THE NORTHWEST CORNER OF SAID LOT 1 AND BEING A POINT ON THE SOUTH LINE OF LOT A OF GOLFVIEW TERRACE PLAT 4, BEING AN OFFICIAL PLAT; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT A OF GOLFVIEW TERRACE PLAT 4 TO THE SOUTHWEST CORNER OF SAID LOT A OF GOLFVIEW TERRACE PLAT 4; THENCE NORTH ALONG THE WEST LINE OF SAID LOT A OF GOLFVIEW TERRACE PLAT 4 AND ALONG THE WEST LINE OF SAID LOT A OF GOLFVIEW TERRACE PLAT 4 EXTENDED NORTH TO THE NORTH LINE OF WEST FIRST STREET RIGHT-OF-WAY AND BEING ON THE NORTH LINE OF STREET LOT A OF GOLFVIEW TERRACE PLAT 1, BEING AN OFFICIAL PLAT; THENCE EAST ALONG THE NORTH LINE OF SAID WEST FIRST STREET RIGHT-OF-WAY AND ALONG THE NORTH LINE OF SAID LOT A OF GOLFVIEW TERRACE PLAT 1 TO THE NORTHEAST CORNER OF SAID LOT A OF GOLFVIEW TERRACE PLAT 1; THENCE SOUTH CONTINUING ALONG SAID NORTH LINE OF WEST FIRST STREET RIGHT-OF-WAY AND ALONG THE EAST LINE OF SAID LOT A OF GOLFVIEW TERRACE PLAT 1 TO THE NORTHWEST CORNER OF LOT A OF LAKEVIEW PLAZA PLAT 2, BEING AN OFFICIAL PLAT; THENCE EAST CONTINUING ALONG SAID NORTH LINE OF WEST FIRST STREET RIGHT-OF-WAY AND ALONG THE NORTH LINE OF SAID LOT A OF LAKEVIEW PLAZA PLAT 2 TO THE NORTHEAST CORNER OF SAID LOT A OF LAKEVIEW PLAZA PLAT 2; THENCE SOUTH CONTINUING ALONG SAID NORTH LINE OF WEST FIRST STREET

RIGHT-OF-WAY AND ALONG THE EAST LINE OF SAID LOT A OF LAKEVIEW PLAZA PLAT 2 TO THE NORTHWEST CORNER OF LOT A OF COLLEGE PARK PLAZA NORTHWEST PLAT 1, BEING AN OFFICIAL PLAT; THENCE EAST CONTINUING ALONG SAID NORTH LINE OF WEST FIRST STREET RIGHT-OF-WAY AND ALONG THE NORTH LINE OF SAID LOT A OF COLLEGE PARK PLAZA NORTHWEST PLAT 1 TO THE NORTHEAST CORNER OF SAID LOT A OF COLLEGE PARK PLAZA NORTHWEST PLAT 1 AND BEING THE SOUTHWEST CORNER OF FRONTIER VILLAGE PLAT 4, BEING AN OFFICIAL PLAT; THENCE EAST CONTINUING ALONG SAID NORTH LINE OF WEST FIRST STREET RIGHT-OF-WAY AND ALONG THE SOUTH LINE OF SAID FRONTIER VILLAGE PLAT 4 TO THE SOUTHEAST CORNER OF SAID FRONTIER VILLAGE PLAT 4 AND BEING THE SOUTHWEST CORNER OF FRONTIER VILLAGE PLAT 2, BEING AN OFFICIAL PLAT; THENCE EAST CONTINUING ALONG SAID NORTH LINE OF WEST FIRST STREET RIGHT-OF-WAY AND ALONG THE SOUTH LINE OF SAID FRONTIER VILLAGE PLAT 2 TO THE SOUTHEAST CORNER OF SAID FRONTIER VILLAGE PLAT 2 AND BEING SOUTHWEST CORNER OF FRONTIER VILLAGE PLAT 6, BEING AN OFFICIAL PLAT; THENCE EAST CONTINUING ALONG SAID NORTH LINE OF WEST FIRST STREET RIGHT-OF-WAY AND ALONG THE SOUTH LINE OF SAID FRONTIER VILLAGE PLAT 6 TO THE SOUTHEAST CORNER OF SAID FRONTIER VILLAGE PLAT 6 AND BEING THE SOUTHWEST CORNER OF LOT 32 OF FRONTIER VILLAGE PLAT 8, BEING AN OFFICIAL PLAT; THENCE EAST CONTINUING ALONG SAID NORTH LINE OF WEST FIRST STREET RIGHT-OF-WAY AND ALONG THE SOUTH LINE OF SAID LOT 32 TO THE SOUTHEAST CORNER OF SAID LOT 32; THENCE NORTH CONTINUING ALONG SAID NORTH LINE OF WEST FIRST STREET RIGHT-OF-WAY AND ALONG THE EAST LINE OF SAID LOT 32 TO THE NORTHWEST CORNER OF LOT A OF HANDIMART PLAT 1, BEING AN OFFICIAL PLAT, ALSO BEING THE SOUTHWEST CORNER OF LOT 1 OF SAID HANDIMART PLAT 1; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 1 AND ALONG THE EASTERLY EXTENSION OF SAID SOUTH LINE TO THE EAST LINE OF LOT A; THENCE SOUTH CONTINUING ALONG SAID NORTH LINE OF WEST FIRST STREET RIGHT-OF-WAY AND ALONG SAID EAST LINE OF HANDIMART PLAT 1 TO THE SOUTHEAST CORNER OF SAID LOT A OF HANDIMART PLAT 1 AND BEING THE SOUTHWEST CORNER OF LOT F OF SAID FRONTIER VILLAGE PLAT 8; THENCE EAST CONTINUING ALONG SAID NORTH LINE OF WEST FIRST STREET RIGHT-OF-WAY AND ALONG THE SOUTH LINE OF SAID LOT F OF FRONTIER VILLAGE PLAT 8 TO THE INTERSECTION OF THE WEST LINE OF LOTS 64-68 OF WEST LAWN PLACE PLAT 3, BEING AN OFFICIAL PLAT, EXTENDED NORTH; THENCE SOUTH ALONG SAID WEST LINE OF LOTS 64-68 OF WESTLAWN PLACE PLAT 3 EXTENDED NORTH AND ALONG THE WEST LINE OF LOTS 64-68 OF WESTLAWN PLACE PLAT 3 TO THE INTERSECTION OF THE SOUTH LINE OF

WESTLAWN PLACE PLAT 6 EXTENDED EASTERLY; THENCE WEST ALONG THE SOUTH LINE OF WESTLAWN PLACE PLAT 6 EXTENDED EASTERLY AND BEING ALONG THE NORTH LINE SW 3RD STREET RIGHT-OF-WAY AND BEING ALONG THE SOUTH LINE OF WESTLAWN PLACE PLAT 6 TO THE SOUTHWEST CORNER OF SAID WESTLAWN PLACE PLAT 6 AND BEING THE SOUTHEAST CORNER OF WESTLAWN PLACE PLAT 7, BEING AN OFFICIAL PLAT; THENCE WEST CONTINUING ALONG SAID NORTH LINE OF SW 3RD STREET RIGHT-OF-WAY AND ALONG THE SOUTH LINE OF SAID WESTLAWN PLACE PLAT 7 TO THE SOUTHWEST CORNER OF SAID WESTLAWN PLACE PLAT 7; THENCE WEST CONTINUING ALONG SAID NORTH LINE OF SAID SW 3RD STREET RIGHT-OF-WAY AND ALONG THE SOUTH LINE OF WESTLAWN PLACE PLAT 7 EXTENDED WEST TO THE EAST RIGHT-OF-WAY LINE OF SW LINDEN STREET EXTENDED SOUTH SAID EAST RIGHT-OF-WAY LINE OF SW LINDEN STREET BEING 33.00 FEET EAST OF THE EAST LINE OF LAKEVIEW PLAZA PLAT 3, BEING AN OFFICIAL PLAT, EXTENDED SOUTHERLY; THENCE NORTH CONTINUING ALONG SAID NORTH LINE OF SW 3RD STREET RIGHT-OF-WAY AND ALONG SAID EAST RIGHT-OF-WAY LINE OF SW LINDEN STREET EXTENDED SOUTH TO THE INTERSECTION OF THE SOUTH LINE OF LAKEVIEW PLAZA PLAT 3 EXTENDED EAST; THENCE WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE OF SW 3RD STREET AND ALONG SAID SOUTH LINE OF LAKEVIEW PLAZA PLAT 3 EXTENDED EAST AND ALONG THE SOUTH LINE OF LAKEVIEW PLAZA PLAT 3 TO THE SOUTHWEST CORNER OF SAID LAKEVIEW PLAZA PLAT 3 AND BEING THE SOUTHEAST CORNER OF SAID CHRISTIAN CHURCH ESTATES; THENCE WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE OF SW 3RD STREET AND ALONG THE SOUTH LINE OF SAID CHRISTIAN CHURCH ESTATES TO THE POINT OF BEGINNING AND CONTAINING 53.66 AC (2,337,259 S.F.) MORE OR LESS.

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

A copy of the Amendment is on file for public inspection in the office of the City Clerk, City Hall, City of Ankeny, Iowa.

The City of Ankeny, State of Iowa is the local public agency which, if such Amendment is approved, shall undertake the urban renewal activities described in such Amendment.

The general scope of the urban renewal activities under consideration in the Amendment is to promote economic development and to rehabilitate, conserve and redevelop land, buildings and other improvements within such area through the elimination and containment of conditions of blight so as to improve the community through the establishment of effective land use controls, through use of an effective program of rehabilitation of existing buildings and elimination of those structures which cannot be economically rehabilitated, with a limited amount of acquisition, clearance, resale and improvement of land for various purposes specified in the Amendment. To accomplish the objectives of the Amendment, and to encourage the further economic development

of the Urban Renewal Area, the Amendment provides that such special financing activities may include, but not be limited to, the making of loans or grants of public funds to private entities under Chapter 15A, Code of Iowa. The City also may reimburse or directly undertake the installation, construction and reconstruction of substantial public improvements, including, but not limited to, street, water, sanitary sewer, storm sewer or other public improvements. The City also may acquire and make land available for development or redevelopment by private enterprise as authorized by law. The Amendment provides that the City may issue bonds or use available funds for purposes allowed by the Plan and that tax increment reimbursement of the costs of urban renewal projects may be sought if and to the extent incurred by the City. The Amendment initially proposes specific public infrastructure or site improvements to be undertaken by the City, and provides that the Amendment may be amended from time to time.

The proposed Amendment No. 13 would add and/or confirm proposed urban renewal projects for the Area and add new property to the Urban Renewal Area.

Other provisions of the Plan not affected by the Amendment would remain in full force and effect.

Any person or organization desiring to be heard shall be afforded an opportunity to be heard at such hearing.

This notice is given by order of the City Council of the City of Ankeny, State of Iowa, as provided by Section 403.5, Code of Iowa.

Dated this _____ day of _____, 2023.

City Clerk, City of Ankeny, State of Iowa

(End of Notice)

Section 5. That the proposed Amendment No. 13, attached hereto as Exhibit 1, for the Urban Renewal Area described therein is hereby officially declared to be the proposed Amendment No. 13 referred to in the notices for purposes of such consultation and hearing and that a copy of the Amendment shall be placed on file in the office of the City Clerk.

PASSED AND APPROVED this 6th day of March, 2023.

Mayor

ATTEST:

City Clerk

EXHIBIT 1

AMENDMENT NO. 13

to the

1989 ANKENY ECONOMIC DEVELOPMENT URBAN RENEWAL PLAN

CITY OF ANKENY, IOWA

Original Area Adopted – 1989

Amendment No. 1 – 1994

Amendment No. 2 – 2003

Amendment No. 3 – 2003

Amendment No. 4 – 2005

Amendment No. 5 – 2012

Amendment No. 6 – 2015

Amendment No. 7 – 2017

Amendment No. 8 – 2018

Amendment No. 9 – 2018

Amendment No. 10 – 2019

Amendment No. 11 – 2020

Amendment No. 12 – 2021

Amendment No. 13 – 2023

**AMENDMENT NO. 13
TO THE
1989 ANKENY ECONOMIC DEVELOPMENT
URBAN RENEWAL PLAN**

CITY OF ANKENY, IOWA

INTRODUCTION

The 1989 Ankeny Economic Development Urban Renewal Plan (“Plan” or “Urban Renewal Plan”) for the 1989 Ankeny Economic Development Urban Renewal Area (“Area” or “Urban Renewal Area”), adopted in 1989, and subsequently amended 12 times, is being further amended by this Amendment No. 13 (“Amendment No. 13” or “Amendment”) to add and/or confirm proposed urban renewal projects for the Area and to add new property to the Urban Renewal Area.

Except as modified by this Amendment, the provisions of the original 1989 Ankeny Economic Development Urban Renewal Plan, as previously amended, are hereby ratified, confirmed, and approved and shall remain in full force and effect as provided herein. In case of any conflict or uncertainty, the terms of this Amendment shall control. Any subsections not mentioned in this Amendment shall continue to apply to the Plan, as previously amended.

BASE VALUE

The property included in the original Plan, adopted in 1989, the property added or removed by each prior amendment, and the property added by this Amendment No. 13 each may be referred to as “Subareas” in this Amendment. All Subareas of the Urban Renewal Area are depicted in Exhibit B. The property included in the original Plan, adopted in 1989, is called the “Original Subarea”. The property added by this Amendment is called the “Amendment No. 13 Subarea.” The Subareas make up the total Urban Renewal Area. The City is not intending to place the Amendment No. 13 Subarea into a tax increment financing ordinance. Nothing in this Amendment affects already established frozen base values for any pre-existing Subarea previously placed in a tax increment financing ordinance.

DESCRIPTION OF AREA

The legal description of the property being added to the Urban Renewal Area by this Amendment No. 13 is attached hereto as Exhibit A. A depiction of the Area after this Amendment, including all Subareas, is set out in Exhibit B.

AREA DESIGNATION

The Urban Renewal Area has previously been designated as a mixed-use area for both the promotion of economic development, commercial and industrial development, and blight remediation. That designation is not changed by this Amendment. The property being added by Amendment No. 13 is designated as appropriate for the promotion of economic development – commercial and industrial.

DEVELOPMENT PLAN/ZONING

The City has a general plan for the physical development of the City as a whole, outlined in The Ankeny 2040 Plan, adopted April 2, 2018 and updated January 17, 2023. The Plan and this Amendment, including the urban renewal projects identified herein, are in conformity with The Ankeny 2040 Plan.

The Plan, as amended, does not in any way replace the City's current land use planning or zoning regulation process.

Any urban renewal projects related to the need for improved traffic, public transportation, public utilities, recreational and community facilities, or other public improvements within the Urban Renewal Area are set forth in the Plan and this Amendment. As the Area continues to develop, the need for public infrastructure extensions and upgrades will be evaluated and planned for by the City.

PREVIOUSLY APPROVED URBAN RENEWAL PROJECTS

Numerous urban renewal projects have been authorized prior to the date of this Amendment, and many are continuing. Such projects are not listed in this Amendment but consist of a variety of urban renewal projects described in prior amendments.

ELIGIBLE URBAN RENEWAL PROJECTS **(Amendment No. 13)**

Although certain project activities may occur over a period of years, the eligible urban renewal projects under this Amendment include:

1. Public Improvements:

Project	Estimated Project Date	Estimated Cost	Rationale
SW Oralabor Road and SW State Street intersection improvements and construction of a pedestrian underpass	2023 - 2024	\$5,255,000 – \$10,510,000	Improves traffic flow and pedestrian access and promotes commercial development

SW State Street Reconstruction – SW Ordinance Road to West 1 st Street (SB Lanes)	2023	\$1,825,000 - \$3,650,000	Improves deteriorated pavement conditions through busy commercial and industrial corridor
West 1 st Street widening and improvements – Phase 2	2024 - 2027	\$12,100,000 - \$24,200,000	Improves traffic flow and promotes commercial redevelopment
TOTAL		\$19,180,000 - \$38,360,000	

2. Future Development Agreements: The City expects to consider requests for development agreements for projects that are consistent with this Plan, in the City's sole discretion. Such agreements are unknown at this time, but based on past history, and dependent on development opportunities and climate, the City expects to consider a broad range of incentives as authorized by this Plan, including but not limited to land, loans, grants, tax rebates, infrastructure assistance and other incentives. The City Council has in the past generally considered incentives such as property tax rebates ranging from 50% to 100% of the property tax increment generated from the increased assessed valuation by the construction of the eligible project. However, the City has discretion to change the use of incentives at any time without notice, depending on the facts and circumstances. Certain tax levies are not included as part of the property tax increment rebates, such as debt service levies, certain school levies, and other levies as may be determined by the legislature. The City's use of property tax increment rebates as an incentive for a project is also impacted by a project's use of or eligibility for tax abatement or other incentives. With this Amendment, the City has estimated the total costs to be funded or reimbursed from tax increment for all types of incentives described above to be awarded after the adoption of this Amendment within the entire Area. Accordingly, the costs of such development agreements to be approved after this Amendment in this Area will not exceed \$35,000,000.

3. Planning, engineering fees (for urban renewal plans), attorney fees, administration, other related costs to support urban renewal projects and planning:

Project	Estimated Date	Estimated Cost to be funded by TIF Funds
Costs associated with attorney and bond counsel review of urban renewal activities and development agreements, economic planning and engineering related studies, and other administrative costs.	Market or program driven as need arises.	Not to exceed \$500,000

FINANCIAL DATA

1.	July 1, 2022 constitutional debt limit:	\$395,854,796
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2.	Current outstanding general obligation debt:	\$110,000,000
3.	Proposed amount of indebtedness to be incurred: A specific amount of debt to be incurred for the Eligible Urban Renewal Projects (Amendment No. 13) has not yet been determined. This document is for planning purposes only. The estimated project costs in this Amendment are estimates only and will be incurred and spent over a number of years. In no event will the City's constitutional debt limit be exceeded. The City Council will consider each project proposal on a case-by-case basis to determine if it is in the City's best interest to participate before approving an urban renewal project or expense. It is further expected that such indebtedness, including interest on the same, may be financed in whole or in part with tax increment revenues from the Urban Renewal Area. Subject to the foregoing, it is estimated that the cost of the Eligible Urban Renewal Projects (Amendment No. 13) as described above to be funded by TIF Funds will be approximately as stated in the next column:	\$54,680,000 - \$73,860,000 for future projects This total does not include financing costs related to debt issuance, which will be incurred over the life of the Area.

REPEALER AND SEVERABILITY

Any parts of the Plan in conflict with this Amendment are hereby repealed. If any part of this Amendment is determined to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity of the previously adopted Amended and Restated Plan as a whole, or any part of this Amendment or the Plan not determined to be invalid or unconstitutional.

EFFECTIVE PERIOD

This Amendment No. 13 will become effective upon its adoption by the City Council. Notwithstanding anything to the contrary in the Urban Renewal Plan, any prior amendment, resolution, ordinance or any other document, the Urban Renewal Plan, as amended, shall remain in effect until terminated by the City Council, and the use of incremental property tax revenues, or the "division of revenue," as those words are used in Chapter 403 of the Code of Iowa, will be consistent with Chapter 403 of the Iowa Code. The Original 1989 Urban Renewal Area and Plan was adopted in March of 1989 and debt was certified thereafter. The Original Plan contained no sunset and none was required by law at the time of adoption; accordingly, the Original Subarea has no sunset. Amendment No. 1 to the 1989 Urban Renewal Area and Plan was adopted in February of 1994, and debt was certified shortly thereafter. The City self-imposed a sunset date as to the Amendment No. 1 Subarea that was not required by statute. The self-imposed sunset was June 30, 2004 and effective "thereafter for so long as necessary for incremental taxes pursuant to Section 403.19, Code of Iowa, 1993, or successor provisions, to fully pay all loans, monies advanced or indebtedness incurred by the City of Ankeny, Iowa, to finance or refinance the Urban Renewal Project". The City has certified for incremental taxes continuously since Amendment No. 1 was adopted in order to pay for loans, monies advanced or indebtedness incurred by the City so the Amendment No. 1 self-imposed sunset has not expired. In Amendment No. 5, the City eliminated this self-imposed sunset and elected the same sunset for the Amendment No. 1 Subarea as is applicable to the Amendment No. 2 Subarea, or Fiscal Year 2023/2024. The Amendment No. 2 Subarea was approved by the City Council on May 19, 2003, and debt was certified in 2003; therefore fiscal year 2023/2024 is the last year that tax increment can be collected in the

Amendment No. 2 Subarea. The Amendment No. 3 Subarea was approved by the City Council on November 17, 2003, and debt certified in 2003; therefore fiscal year 2023/2024 is the last year that tax increment can be collected in the Amendment No. 3 Subarea. Amendment No. 4 designated property within the Original Subarea as appropriate for blight remediation. Notwithstanding any inconsistent document, no sunset exists for an Urban Renewal Area that contains blight, so the Amendment No. 4 Subarea has no sunset. The Amendment No. 5 Subarea was approved by the City Council in 2012, and debt certified in 2012; therefore fiscal year 2032/2033 is the last year that tax increment can be collected in the Amendment No. 5 Subarea. Amendment No. 6 and 7 did not add land so no sunset date applies. Likewise, no sunset applies to the Amendment No. 8 Subarea because Amendment No. 8 primarily removed property, and the property added by Amendment No. 8 was public right of way and no increment will be collected therefrom. The Amendment No. 9 Subarea was approved by the City Council in 2018, a TIF Ordinance placed on the Subarea in 2018, and debt certified in 2018; therefore, fiscal year 2038/2039 will be the last year that tax increment can be collected in the Amendment No. 9 Subarea. The Amendment No. 10 Subarea was approved by the City Council in 2019, a TIF Ordinance placed on the Subarea in 2019, and debt certified in 2019; therefore, fiscal year 2039/2040 will be the last year that tax increment can be collected in the Amendment No. 10 Subarea. The Amendment No. 11 Subarea was approved by the City Council in 2020, a TIF Ordinance placed on the Subarea in 2020, and debt certified in 2020; therefore fiscal year 2040/2041 will be the last year that tax increment can be collected in the Amendment No. 11 Subarea. The Amendment No. 12 Subarea was approved by the City Council in 2021, a TIF Ordinance placed on the Subarea in 2021, and debt certified in 2021; therefore fiscal year 2041/2042 will be the last year that tax increment can be collected in the Amendment No. 12 Subarea. No sunset applies to the Amendment No. 13 Subarea because the City is not intending to place the property added by Amendment No. 13 into a TIF Ordinance.

EXHIBIT A
LEGAL DESCRIPTION OF AMENDMENT NO. 13 SUBAREA

PART OF THE SOUTH ½ OF SECTION 15 AND A PART OF THE NORTH ½ OF SECTION 22 ALL BEING IN TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE 5TH P.M., NOW INCLUDED IN AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1 OF CHRISTIAN CHURCH ESTATES, BEING AN OFFICIAL PLAT; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 1 TO THE NORTHWEST CORNER OF SAID LOT 1 AND BEING A POINT ON THE SOUTH LINE OF LOT A OF GOLFVIEW TERRACE PLAT 4, BEING AN OFFICIAL PLAT; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT A OF GOLFVIEW TERRACE PLAT 4 TO THE SOUTHWEST CORNER OF SAID LOT A OF GOLFVIEW TERRACE PLAT 4; THENCE NORTH ALONG THE WEST LINE OF SAID LOT A OF GOLFVIEW TERRACE PLAT 4 AND ALONG THE WEST LINE OF SAID LOT A OF GOLFVIEW TERRACE PLAT 4 EXTENDED NORTH TO THE NORTH LINE OF WEST FIRST STREET RIGHT-OF-WAY AND BEING ON THE NORTH LINE OF STREET LOT A OF GOLFVIEW TERRACE PLAT 1, BEING AN OFFICIAL PLAT; THENCE EAST ALONG THE NORTH LINE OF SAID WEST FIRST STREET RIGHT-OF-WAY AND ALONG THE NORTH LINE OF SAID LOT A OF GOLFVIEW TERRACE PLAT 1 TO THE NORTHEAST CORNER OF SAID LOT A OF GOLFVIEW TERRACE PLAT 1; THENCE SOUTH CONTINUING ALONG SAID NORTH LINE OF WEST FIRST STREET RIGHT-OF-WAY AND ALONG THE EAST LINE OF SAID LOT A OF GOLFVIEW TERRACE PLAT 1 TO THE NORTHWEST CORNER OF LOT A OF LAKEVIEW PLAZA PLAT 2, BEING AN OFFICIAL PLAT; THENCE EAST CONTINUING ALONG SAID NORTH LINE OF WEST FIRST STREET RIGHT-OF-WAY AND ALONG THE NORTH LINE OF SAID LOT A OF LAKEVIEW PLAZA PLAT 2 TO THE NORTHEAST CORNER OF SAID LOT A OF LAKEVIEW PLAZA PLAT 2; THENCE SOUTH CONTINUING ALONG SAID NORTH LINE OF WEST FIRST STREET RIGHT-OF-WAY AND ALONG THE EAST LINE OF SAID LOT A OF LAKEVIEW PLAZA PLAT 2 TO THE NORTHWEST CORNER OF LOT A OF COLLEGE PARK PLAZA NORTHWEST PLAT 1, BEING AN OFFICIAL PLAT; THENCE EAST CONTINUING ALONG SAID NORTH LINE OF WEST FIRST STREET RIGHT-OF-WAY AND ALONG THE NORTH LINE OF SAID LOT A OF COLLEGE PARK PLAZA NORTHWEST PLAT 1 TO THE NORTHEAST CORNER OF SAID LOT A OF COLLEGE PARK PLAZA NORTHWEST PLAT 1 AND BEING THE SOUTHWEST CORNER OF FRONTIER VILLAGE PLAT 4, BEING AN OFFICIAL PLAT; THENCE EAST CONTINUING ALONG SAID NORTH LINE OF WEST FIRST STREET RIGHT-OF-WAY AND ALONG THE SOUTH LINE OF SAID FRONTIER VILLAGE PLAT 4 TO THE SOUTHEAST CORNER OF SAID FRONTIER VILLAGE PLAT 4 AND BEING THE SOUTHWEST CORNER OF FRONTIER VILLAGE PLAT 2, BEING AN OFFICIAL PLAT; THENCE EAST CONTINUING ALONG SAID NORTH LINE OF WEST FIRST STREET RIGHT-OF-WAY AND ALONG THE SOUTH LINE OF SAID FRONTIER VILLAGE PLAT 2 TO THE SOUTHEAST CORNER OF SAID FRONTIER VILLAGE PLAT 2 AND BEING SOUTHWEST CORNER OF FRONTIER VILLAGE PLAT 6, BEING AN OFFICIAL PLAT; THENCE EAST CONTINUING ALONG SAID NORTH LINE OF WEST FIRST STREET RIGHT-OF-WAY AND ALONG THE SOUTH LINE OF SAID FRONTIER VILLAGE PLAT 6 TO THE SOUTHEAST CORNER OF SAID FRONTIER VILLAGE PLAT 6 AND BEING THE SOUTHWEST CORNER OF LOT 32 OF FRONTIER VILLAGE PLAT 8, BEING AN OFFICIAL PLAT; THENCE EAST CONTINUING ALONG SAID NORTH LINE OF WEST FIRST STREET RIGHT-OF-WAY AND ALONG THE SOUTH LINE OF SAID LOT 32 TO THE SOUTHEAST CORNER OF SAID LOT 32; THENCE NORTH CONTINUING ALONG SAID NORTH LINE OF WEST FIRST STREET RIGHT-OF-WAY AND ALONG THE EAST LINE OF SAID

LOT 32 TO THE NORTHWEST CORNER OF LOT A OF HANDIMART PLAT 1, BEING AN OFFICIAL PLAT, ALSO BEING THE SOUTHWEST CORNER OF LOT 1 OF SAID HANDIMART PLAT 1; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 1 AND ALONG THE EASTERLY EXTENSION OF SAID SOUTH LINE TO THE EAST LINE OF LOT A; THENCE SOUTH CONTINUING ALONG SAID NORTH LINE OF WEST FIRST STREET RIGHT-OF-WAY AND ALONG SAID EAST LINE OF HANDIMART PLAT 1 TO THE SOUTHEAST CORNER OF SAID LOT A OF HANDIMART PLAT 1 AND BEING THE SOUTHWEST CORNER OF LOT F OF SAID FRONTIER VILLAGE PLAT 8; THENCE EAST CONTINUING ALONG SAID NORTH LINE OF WEST FIRST STREET RIGHT-OF-WAY AND ALONG THE SOUTH LINE OF SAID LOT F OF FRONTIER VILLAGE PLAT 8 TO THE INTERSECTION OF THE WEST LINE OF LOTS 64-68 OF WESTLAWN PLACE PLAT 3, BEING AN OFFICIAL PLAT, EXTENDED NORTH; THENCE SOUTH ALONG SAID WEST LINE OF LOTS 64-68 OF WESTLAWN PLACE PLAT 3 EXTENDED NORTH AND ALONG THE WEST LINE OF LOTS 64-68 OF WESTLAWN PLACE PLAT 3 TO THE INTERSECTION OF THE SOUTH LINE OF WESTLAWN PLACE PLAT 6 EXTENDED EASTERLY; THENCE WEST ALONG THE SOUTH LINE OF WESTLAWN PLACE PLAT 6 EXTENDED EASTERLY AND BEING ALONG THE NORTH LINE SW 3RD STREET RIGHT-OF-WAY AND BEING ALONG THE SOUTH LINE OF WESTLAWN PLACE PLAT 6 TO THE SOUTHWEST CORNER OF SAID WESTLAWN PLACE PLAT 6 AND BEING THE SOUTHEAST CORNER OF WESTLAWN PLACE PLAT 7, BEING AN OFFICIAL PLAT; THENCE WEST CONTINUING ALONG SAID NORTH LINE OF SW 3RD STREET RIGHT-OF-WAY AND ALONG THE SOUTH LINE OF SAID WESTLAWN PLACE PLAT 7 TO THE SOUTHWEST CORNER OF SAID WESTLAWN PLACE PLAT 7; THENCE WEST CONTINUING ALONG SAID NORTH LINE OF SAID SW 3RD STREET RIGHT-OF-WAY AND ALONG THE SOUTH LINE OF WESTLAWN PLACE PLAT 7 EXTENDED WEST TO THE EAST RIGHT-OF-WAY LINE OF SW LINDEN STREET EXTENDED SOUTH SAID EAST RIGHT-OF-WAY LINE OF SW LINDEN STREET BEING 33.00 FEET EAST OF THE EAST LINE OF LAKEVIEW PLAZA PLAT 3, BEING AN OFFICIAL PLAT, EXTENDED SOUTHERLY; THENCE NORTH CONTINUING ALONG SAID NORTH LINE OF SW 3RD STREET RIGHT-OF-WAY AND ALONG SAID EAST RIGHT-OF-WAY LINE OF SW LINDEN STREET EXTENDED SOUTH TO THE INTERSECTION OF THE SOUTH LINE OF LAKEVIEW PLAZA PLAT 3 EXTENDED EAST; THENCE WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE OF SW 3RD STREET AND ALONG SAID SOUTH LINE OF LAKEVIEW PLAZA PLAT 3 EXTENDED EAST AND ALONG THE SOUTH LINE OF LAKEVIEW PLAZA PLAT 3 TO THE SOUTHWEST CORNER OF SAID LAKEVIEW PLAZA PLAT 3 AND BEING THE SOUTHEAST CORNER OF SAID CHRISTIAN CHURCH ESTATES; THENCE WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE OF SW 3RD STREET AND ALONG THE SOUTH LINE OF SAID CHRISTIAN CHURCH ESTATES TO THE POINT OF BEGINNING AND CONTAINING 53.66 AC (2,337,259 S.F.) MORE OR LESS.

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

1989 Ankeny Economic Development Urban Renewal Area Amendment No. 13

1 in = 3,735 ft
Date: 2/13/2023

Legend:

- City limit
- 1989 Ankeny Econ Dev Original Area
- 1994 Amendment 1
- 2003 Amendment 2
- 2003 Amendment 3
- 2004 Amendment 4
- 2012 Amendment 5
- 2018 Amendment 8
- 2018 Amendment 9
- 2019 Amendment 10
- 2020 Amendment 11
- 2021 Amendment 12
- 2023 Amendment 13
- Roads

CERTIFICATE

STATE OF IOWA

)

) SS

COUNTY OF POLK

)

I, the undersigned City Clerk of the City of Ankeny, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective city offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2023.

City Clerk, City of Ankeny, State of Iowa

(SEAL)



ANKENY CITY COUNCIL

City Council Agenda

March 6, 2023

5 : 30 PM

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns

 [Print](#)

ORIGINATING DEPARTMENT:

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

Consent Agenda Items CA-1 through CA-38.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to approve the recommendations for Consent Agenda Items CA-1 through CA-38.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available



ANKENY CITY COUNCIL

City Council Agenda

March 6, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns

 [Print](#)

ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Ordinance - 2nd Reading

LEGAL:

SUBJECT:

Ord 2132: An Ordinance amending the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, by rezoning certain real estate owned by NGR Inc.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Accept second consideration of ORDINANCE 2132 amending the Zoning Regulations.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: *<en>Consider motion to accept second consideration of ORDINANCE 2132 </en>*

Action. Consider motion to accept second consideration of ORDINANCE 2152.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Ordinance
 P&Z Stamped Rezoning Exhibit

ORDINANCE

AN ORDINANCE AMENDING THE ZONING REGULATIONS, CHAPTER 192, OF THE MUNICIPAL CODE OF THE CITY OF ANKENY, IOWA, BY REZONING CERTAIN REAL ESTATE OWNED BY NGR INC.

WHEREAS, the Plan and Zoning Commission of the City of Ankeny, Iowa, held a public hearing and on the 18th day of January 2023, recommended to the City Council that the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, for the following described property owned by NGR Inc., to be rezoned from the current R-1, One-Family Residence District designation to M-1, Light Industrial District; and,

WHEREAS, on the 20th day of March, 2023, after due notice and hearing provided by law, the Council now deems it reasonable and appropriate to rezone the following described property:

LEGAL DESCRIPTION:

The Northwest Fractional Quarter of the Northwest Fractional Quarter (NW f. 1/4 NW f. 1/4) of Section Five (5); also all of the Northeast Fractional Quarter of the Northwest Fractional Quarter (NE f. 1/4 NW f. 1/4) of Section Five (5), except ten (10) acres in the Northeast Corner thereof (being a tract 40 rods square) and also except the South 20.65 acres of the East 35.65 acres of the said Northeast Fractional Quarter of the Northwest Fractional Quarter (NE f. 1/4 NW f. 1/4) of said Section Five (5), all being in Township Seventy-nine (79), North of Range Twenty-three (23), West of 5th P.M., Polk County, Iowa

EXCEPTING

The North 780 feet of the following described property:

The Northwest Fractional Quarter of the Northwest Fractional Quarter (NW f. 1/4 NW f. 1/4) of Section Five (5); also all of the Northeast Fractional Quarter of the Northwest Fractional Quarter (NE f. 1/4 NW f. 1/4) of Section Five (5), except ten (10) acres in the Northeast Corner thereof (being a tract 40 rods square) and also except the South 20.65 acres of the East 35.65 acres of said Northeast Fractional Quarter of the Northwest Fractional Quarter (NE f. 1/4 NW f. 1/4) of said Section Five (5), all being in Township Seventy-nine (79), North of Range Twenty-three (23), West of the 5th P.M., Polk County, Iowa.

Containing 32.24 acres in total, of which 1.07 acres is containing in present road right-of-way easement.

LAYMAN'S DESCRIPTION:

Approximately 31.17 acres (+/-) of land located along the east side of SE Four Mile Drive and three-quarters of a mile north of SE Corporate Woods Drive

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

Section 1. That Chapter 192 of the Municipal Code of the City of Ankeny, Iowa, is hereby amended by rezoning the above described property owned by NGR Inc., from the current R-1, One-Family Residence District to M-1, Light Industrial District.

Section 2. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed; and

Section 3. That this ordinance shall be in full force and effect after its passage, approval and publication as provided by law.

PASSED at Ankeny Iowa, this 20th, day of March, 2023.

Mark E. Holm, Mayor

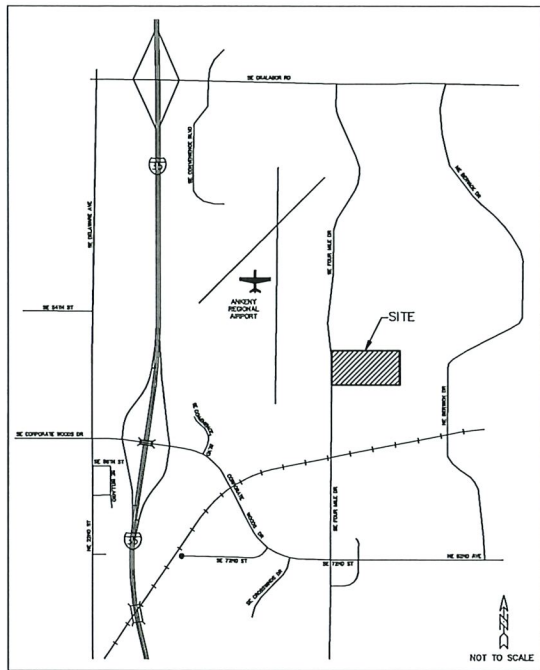
ATTEST:

Michelle Yuska, City Clerk

**PUBLISHED IN THE
DES MOINES REGISTER
ON THE ____DAY OF _____, 2023**

**1st Con _____ (P. Hrg.)
2nd Con _____
3rd Con _____**

VICINITY MAP



PREPARED FOR/DEVELOPER

HUBBELL REALTY COMPANY
6900 WESTOWN PARKWAY
WEST DES MOINES, IA 50266

MATT WELLER
(515) 243-3228

RECORD TITLE OWNER

N.G.R. INC.
P.O. BOX 132
WAYNE, NE 68787

DAVE EWING
(402) 375-3385

CORRECTED WARRANTY DEED:
BOOK 6315, PAGE 417

ZONING

EXISTING: R-1, ONE-FAMILY RESIDENCE DISTRICT

PROPOSED: M-1, LIGHT INDUSTRIAL

PROPERTY DESCRIPTION

Part of the Northwest Fractional Quarter of the Northwest Fractional Quarter and part of the Northeast Fractional Quarter of the Northwest Fractional Quarter of Section 5, Township 79 North, Range 23 West of the 5th P.M., now included in and forming a part of Polk County, Iowa, being more particularly described by survey as follows:

Commencing at the West Quarter Corner of said Section 5; thence North 00°(degrees) 08'(minutes) 30"(seconds) West, 1361.10 feet (previously recorded as North, 1361.1 feet) along the West line of the Northwest Fractional Quarter of said Section 5 to the Point of Beginning; thence continuing North 00°08'30" West, 848.86 feet; thence South 89°38'41" East, 1671.63 feet to the West line of the South 20.65 acres of the East 35.65 acres of the Northeast Fractional Quarter of the Northwest Fractional Quarter of said Section 5 also being the West line of Parcel F of that Plat of Survey filed in Book 10162 at Page 904 in the Office of the Recorder for Polk County, Iowa; thence South 00°00'55" East (previously recorded as North 00°04'19" West), 189.51 feet along the West lines of said Parcel F and Parcel G of that Plat of Survey filed in Book 10162 at Page 904 in the Office of the Recorder for Polk County, Iowa; thence South 00°06'05" East, 128.35 feet (previously recorded as North 00°05'57" West, 128.39 feet) along the West line of said Parcel G to the Northwest Corner of Lot 1 in Walker Valley Estates, an Official Plat in Polk County, Iowa; thence South 00°00'09" West, 514.55 feet (previously recorded as 515 feet) along the West line of said Walker Valley Estates and extended to the Southwest Corner of the South 20.65 acres of the East 35.65 acres of the Northeast Fractional Quarter of the Northwest Fractional Quarter of said Section 5; thence South 89°47'28" West, 1669.76 feet to the point of beginning.

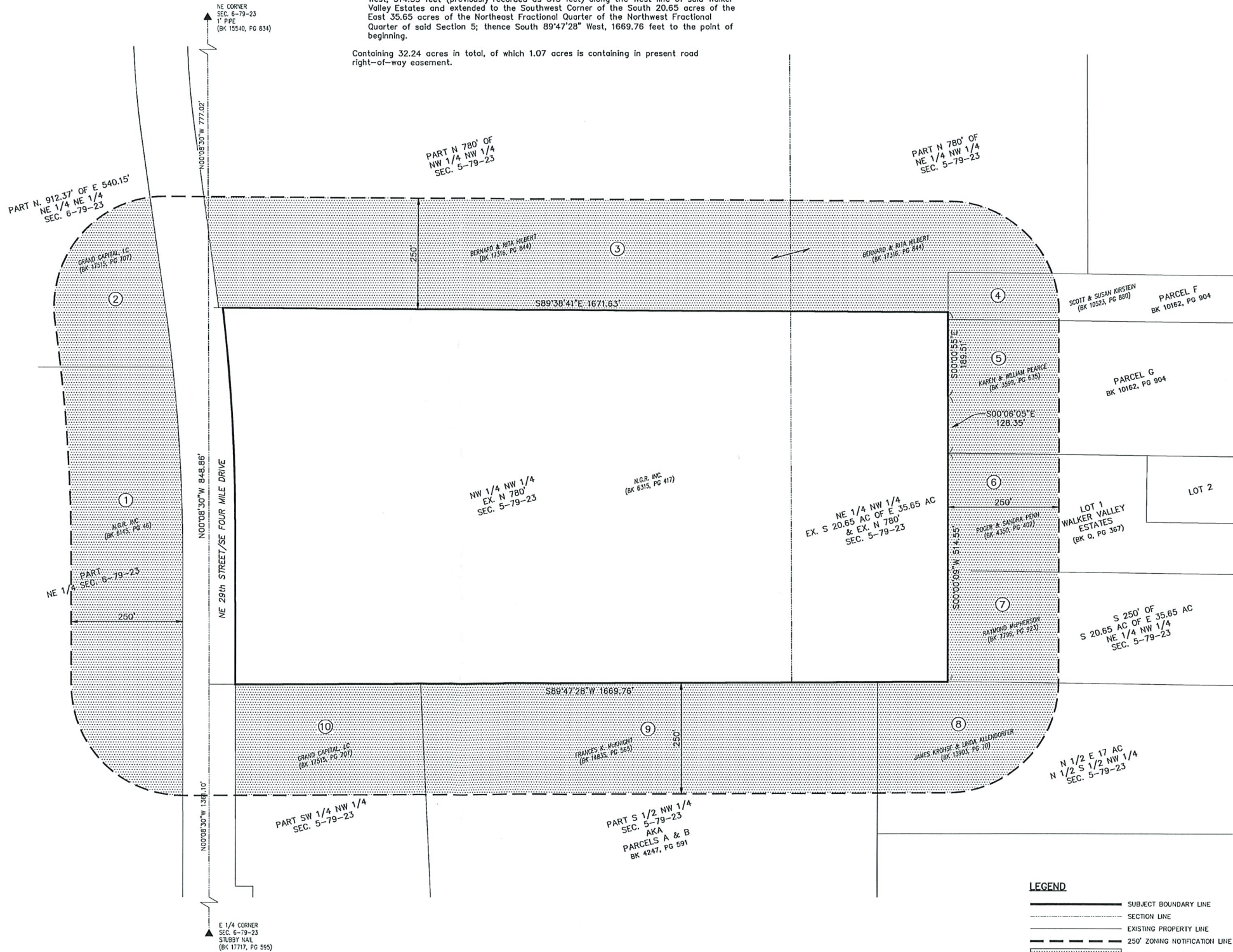
Containing 32.24 acres in total, of which 1.07 acres is containing in present road right-of-way easement.

NOTIFICATION AREA & CONSENT TABLES

PROPERTY NO.	OWNER	250' NOTIFICATION AREA (ACRES)	% OF AREA	Consenting
1	N.G.R., INC.	5.23	15.91%	Yes
2	GRAND CAPITAL, LC	1.81	5.51%	Yes
3	BERNARD HILBERT	10.19	31.00%	Yes
4	SCOTT KIRSTEIN	0.60	1.83%	No Response
5	KAREN PEARCE	1.73	5.26%	No
6	ROGER PENN	1.52	4.62%	No Response
7	RAYMOND McPHERSON	1.43	4.35%	No Response
8	JAMES KROHSE	2.03	6.18%	No
9	FRANCES MCKNIGHT	5.89	17.92%	Yes
10	GRAND CAPITAL, LC	2.44	7.42%	Yes
TOTALS		32.87	100.00%	

BREAKDOWN OF CONSENTING PROPERTIES

1	N.G.R., INC.	5.23	15.91%
2, 10	GRAND CAPITAL, LC	4.25	12.93%
3	BERNARD HILBERT	10.19	31.00%
9	FRANCES MCKNIGHT	5.89	17.92%
TOTALS			77.76%



LEGEND
SUBJECT BOUNDARY LINE
SECTION LINE
EXISTING PROPERTY LINE
250' ZONING NOTIFICATION LINE
250' ZONING NOTIFICATION AREA

ROLL CALL
Plan & Zoning Commission
Ankeny, IA
Date January 18, 2023
Ayes 4 Nays 2 Abstain — Absent 1
APPROVED
G. Hunter Chairperson
Brenda Hughes Secretary

NGR EAST - REZONING

ERG
Engineering Resource Group, Inc.
2413 GRAND AVENUE
DES MOINES, IOWA 50312
(515) 288-4823



ANKENY CITY COUNCIL

City Council Agenda

March 6, 2023

5 : 30 PM

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns



Print

ORIGINATING DEPARTMENT:

City Manager

COUNCIL GOAL:

Enhance Quality of Life

ACTION REQUESTED:

Ordinance - 2nd Reading

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Ord 2133: An Ordinance amending the code of ordinances of the City of Ankeny, Iowa, by amending provisions pertaining to general traffic regulations.

EXECUTIVE SUMMARY:

The ordinance under consideration amends the regulations pertaining to bicycles, and includes language relating to the regulations of low-speed electric bicycles, electric scooters, personal transportation devices, and other power-driven mobility device usage within the City.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

Staff recommendations were presented to the City Council at the October 17, 2022 and February 6, 2023 Council Action Planning sessions.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to accept second consideration of
ORDINANCE 2133.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Ordinance Chpt 62

ORDINANCE NO. ____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF ANKENY, IOWA, BY AMENDING PROVISIONS PERTAINING TO GENERAL TRAFFIC REGULATIONS

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

SECTION 1. SECTION MODIFIED: That Section 62.02 VEHICLES ON SIDEWALKS of the Code of Ordinances of the City of Ankeny, Iowa, is repealed and the following adopted in lieu thereof:

62.02 VEHICLES ON SIDEWALKS. The driver of a vehicle shall not drive upon or within any sidewalk area except at a driveway or unless specifically defined or allowed otherwise in another portion of this Code of Ordinances.

SECTION 2. SECTION MODIFIED: That Section 62.03 OPERATION OF MOTOR-DRIVEN CYCLES RESTRICTED of the Code of Ordinances of the City of Ankeny, Iowa, is repealed and the following adopted in lieu thereof:

62.03 OPERATION OF MOTOR-DRIVEN CYCLES RESTRICTED. No person shall operate a motorcycle, electric motorcycle, motor bicycle, or any device powered by an internal combustion engine designed to transport a person within any City park or upon any City sidewalks or upon any City-owned lands, except upon streets or alleys where such operation is specifically permitted by State Code. This section does not apply to motor-driven cycles or power-driven cycles operated by City employees in the performance of their duties. This section does not apply to motor-driven wheelchairs and battery-operated toys used by children 8 years of age or less when operated on City sidewalks or in City parks.

SECTION 3. SECTION MODIFIED: That Section 62.04 CLINGING TO VEHICLE of the Code of Ordinances of the City of Ankeny, Iowa, is repealed and the following adopted in lieu thereof:

62.04 CLINGING TO VEHICLE. No person shall drive a motor vehicle on the streets of the City unless all passengers are seated pursuant to State Code. No person riding upon any bicycle, electric scooter, coaster, roller skates, in-line skates, sled, personal transportation device, or toy vehicles shall attach the same or themselves to any vehicle upon a roadway.

SECTION 4. 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 5. 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 _____, 20____, and approved this ____ day of _____, 20____.

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 6, 2023

5 : 30 PM

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns



Print

ORIGINATING DEPARTMENT:

City Manager

COUNCIL GOAL:

Enhance Quality of Life

ACTION REQUESTED:

Ordinance - 2nd Reading

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Ord 2134: An Ordinance amending the code of ordinances of the City of Ankeny, Iowa, by amending provisions pertaining to Chapter 76 Bicycle Regulations.

EXECUTIVE SUMMARY:

The ordinance under consideration amends the regulations pertaining to bicycles, and includes language relating to the regulations of low-speed electric bicycles, electric scooters, personal transportation devices, and other power-driven mobility device usage within the City.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

Staff recommendations were presented to the City Council at the October 17, 2022 and February 6, 2023 Council Action Planning sessions.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to accept second consideration of
ORDINANCE 2134.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Ordinance 2134

ORDINANCE 2134

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF ANKENY, IOWA, BY AMENDING PROVISIONS PERTAINING TO CHAPTER 76 BICYCLE REGULATIONS

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

SECTION 1. SECTION MODIFIED: That Chapter 76 **BICYCLE REGULATIONS** of the Code of Ordinances of the City of Ankeny, Iowa, is repealed and the following adopted in lieu thereof:

CHAPTER 76 BICYCLE AND PERSONAL TRANSPORTATION DEVICES REGULATIONS

76.01 Purpose	76.07 Responsible Riding
76.02 Definitions	76.08 Place of Riding
76.03 Scope of Regulations	76.09 Parking
76.04 Traffic Code Applies	76.10 Equipment Requirements
76.05 Motor Vehicle Operations	76.11 Violations
76.06 Actions Against Bicycles and Personal Transportation Devices	

76.01 PURPOSE. The purpose of this Chapter is to set forth regulations for operating bicycles, electric scooters and personal transportation devices on the city's roadways, streets, sidewalks, and multi-use trails as enabled by *Code of Iowa*, Section 321.235 and 321.236[10].

76.02 DEFINITIONS.

1. "Bicycle" means either of the following: (1) A device having up to four wheels and having at least one saddle or seat for the use of a rider which is propelled by human power. (2) A low-speed electric bicycle.

(Code of Iowa, Sec. 321.1[40.c.])

2. "Bicycle lane" means a portion of a street designed for exclusive or preferential use by persons using bicycles, electric scooters or personal transportation devices. Bicycle lanes are to be distinguished from the portion of the street used for motor vehicle traffic by physical barrier, striping, marking, or other similar device.
3. "Bicycle path" means a paved or unpaved surface, separate from the street, in the right-of-way at or greater than eight feet (8') in width under the jurisdiction and control of the state or a local political subdivision thereof for use primarily by bicycles, electric scooters, personal transportation devices, and pedestrians.
4. "Electric scooter" means a device weighing less than one hundred pounds that is equipped with two or three wheels, handlebars, and an electric motor, and which is solely powered by the rider

or by an electric motor capable of propelling the device without additional propulsion supplied by the rider, at a maximum speed on a paved level surface of no more than twenty miles per hour, or both.

5. “Low-speed electric bicycle” means a device having a saddle or seat for the use of a rider, up to four wheels, equipped with fully operable pedals, and an electric motor of less than seven hundred fifty watts that meets the requirements of one of the following classes:
 - a. “Class 1 low-speed electric bicycle” means a low-speed electric bicycle equipped with a motor that may be used to provide assistance only when the rider is pedaling and that ceases to provide assistance when the bicycle reaches a speed of twenty miles per hour or more.
 - b. “Class 2 low-speed electric bicycle” means a low-speed electric bicycle equipped with a motor that may be used exclusively to propel the bicycle and that is not capable of providing assistance when the bicycle reaches a speed of twenty miles per hour or more.
 - c. “Class 3 low-speed electric bicycle” means a low-speed electric bicycle equipped with a motor that may be used to provide assistance only when the rider is pedaling and that ceases to provide assistance when the bicycle reaches a speed of twenty-eight miles per hour or more.

(Code of Iowa, Sec. 321.1[36A])

6. “Multi-use trail” means a paved or unpaved surface, separate from the street, in the right-of-way at or greater than eight feet (8’) in width under the jurisdiction and control of the state or a local political subdivision thereof for use primarily by bicycles, low-speed electric bicycles, electric scooters, personal transportation devices, and pedestrians. No multi-use trail shall be considered as a street or highway.
7. “Other Power-Driven Mobility Device (OPDMD)” means any mobility device powered by batteries, fuel, or other engines that is used by individuals with mobility disabilities for the purpose of locomotion, including, electronic personal assistance mobility devices, or any mobility device designed to operate in areas without defined pedestrian routes, but that is not a wheelchair or a golf cart.
8. “Personal Transportation Device” means a mobility device under one hundred fifty pounds, which may be equipped with an electric motor for assistance or sole propulsion, designed for conveying the operator, with speeds of less than twenty miles per hour, but excluding a bicycle, low-speed electric bicycle, or electric scooter.
9. “Roadway” means that portion of a highway improved, designed, or ordinarily used for vehicular travel.
10. “Street” means the entire width between property lines of every way or place of whatever nature when any part thereof is open to the use of the public, as a matter of right, for purposes of vehicular traffic.
11. “Sidewalk” means a paved or unpaved surface, separate from the street, in the right-of-way less than eight feet (8’) in width under the jurisdiction and control of the local political subdivision thereof for use primarily by pedestrians.
12. “Residential district” means a territory not comprising a business district and which is occupied mainly by structures for residential dwellings.
13. “Business district” means a territory not comprising a residential neighborhood and which is occupied mainly by buildings in use for business purposes.

76.03 SCOPE OF REGULATIONS. These regulations shall apply whenever a bicycle, electric scooter, or personal transportation device is operated upon any public street, roadway, park road, any multi-use trail, sidewalk, or in any bicycle lane and path, subject to those exceptions and regulations stated herein.

76.04 TRAFFIC CODE APPLIES.

1. Every person, including a peace officer, riding a bicycle, electric scooter, or personal transportation device upon a roadway or in a bicycle lane shall be granted all of the rights and shall be subject to all of the duties applicable to the driver of a vehicle by the laws of the State declaring rules of the road applicable to vehicles or by the Traffic Code of the City applicable to the driver of a vehicle, except as to those provisions that by their nature can have no application or those for which specific exceptions have been set forth regarding police bicycles. This does not apply to the use of a bicycle, electric scooter or personal transportation device in a parade authorized by proper permit from local authorities.

(Code of Iowa, Sec. 321.234[2, 5])

2. Bicycles, electric scooters, or personal transportation devices are not subject to registration, licensure, titling, inspection, and proof of financial liability coverage provisions of *Code of Iowa*, Chapter 321.
3. Riders of bicycles, electric scooters, or personal transportation devices are not required to have possession of a driver's license or permit.
4. Whenever such person dismounts from a bicycle, electric scooter, or personal transportation device, the person shall be subject to all regulations applicable to pedestrians.
5. A peace officer riding a police bicycle in the line of duty may do any of the following:
 - a. Proceed past a red or stop signal or stop sign, but only after slowing down as may be necessary for safe operation.
 - b. Exceed the maximum speed limits as long as the rider does not endanger life or property.

(Code of Iowa, Sec. 321.231)

76.05 MOTOR VEHICLE OPERATIONS.

1. Bicycle lane right-of-way. Operators of all motor vehicles shall yield the right-of-way to bicycles, electric scooters, and personal transportation devices in a designated bicycle lane and shall not operate a motor vehicle within a bicycle lane, unless provisions of law establish other requirements and regulations at intersections and other places affecting such bicycle lanes, then such other provision of law shall control. No person shall drive a motor vehicle in a bicycle lane established on a roadway or street except as follows:
 - a. To prepare for a turn within a distance of 200 feet from the intersection.
2. Lateral Passing Distance. The driver of a motor vehicle overtaking a bicycle, electric scooter, or personal transportation device that is traveling on a paved shoulder or in a bicycle lane, shall give at least three feet of lateral passing distance between the outside of the vehicle and the rider and device.
3. Opening Doors. No person shall open any door of a motor vehicle located on a roadway or street without first taking precaution to ensure that this action does not interfere with the movement of traffic or endanger any other person or vehicle. In addition, no person shall leave open any

door of a motor vehicle located on a roadway for a period of time longer than necessary to load or unload passengers or cargo.

4. Yield to persons in crosswalks. The driver of a motor vehicle shall yield right-of-way, slowing down or stopping if need be to so yield, to a pedestrian or person dismounted from a bicycle, electric scooter, or personal transportation device, or a person mounted on a bicycle, electric scooter, or personal transportation device within any marked crosswalk or unmarked crosswalk at an intersection.
5. Parking. Drivers of motor vehicles shall not park in bicycle lanes, bicycle paths, or multi-use trails.

76.06 ACTIONS AGAINST BICYCLES AND PERSONAL TRANSPORTATION DEVICES.

1. A person operating a motor vehicle shall not steer the motor vehicle unreasonably close to or toward a dismounted pedestrian or a person riding a bicycle, an electric scooter, or personal transportation device on a roadway or street, including the adjacent shoulder.
2. A person shall not knowingly project any object or substance at or against a dismounted pedestrian or a person riding a bicycle, an electric scooter, personal transportation device, or OPDMD on a roadway or street, adjacent shoulder, sidewalk, multi-use trail, or any other location.

(Code of Iowa, Sec. 321.281)

76.07 RESPONSIBLE RIDING.

1. Double Riding Restricted. A person propelling a bicycle shall not ride other than astride a permanent and regular seat attached thereto. No bicycle, electric scooter, or personal transportation device shall be used to carry more persons at one time than the number for which it is designed and equipped. This does not apply to the use of a bicycle, electric scooter, or personal transportation device in a parade authorized by proper permit from local authorities.

(Code of Iowa, Sec. 321.234[3, 4, 5])

2. Speed. A person shall not operate a bicycle, electric scooter, personal transportation device, or OPDMD at a speed greater than is careful and prudent at a rate of speed no greater than is reasonable and proper under the conditions existing at the point of operation, taking into account the surroundings and environment, such as inclement weather, infrastructure conditions, and grade. A person shall not operate a class 3 low-speed electric bicycle on a sidewalk. A person shall not operate a class 3 low-speed electric bicycle on a bicycle lane, bicycle path, or multi-use trail in excess of the posted or applicable speed limit, or if there is no posted or applicable speed limit, twenty miles per hour.

(Code of Iowa, Sec. 321.235B[9.b.])

3. Control of bicycle, electric scooter, personal transportation device, or OPDMD. The operator shall keep the device under directional, speed, and stopping control at all times.
4. Improper riding. No person shall operate a bicycle, electric scooter, personal transportation device, or OPDMD in an irregular or reckless manner so as to disregard the safety of the operator, others, or property.

5. Right of way. Riders of electric scooters, low speed electric bicycles, and other electric personal transportation devices shall yield right of way to pedestrians, human-powered bicycles, and other human-powered conveyances. Riders of bicycles and other human powered devices shall yield right of way to pedestrians.
6. Emerging from an Alley or Driveway. The operator of a bicycle, electric scooter, or personal transportation device emerging from an alley, driveway or building shall, upon approaching a sidewalk or the sidewalk area extending across any alleyway, yield the right-of-way to all pedestrians approaching on said sidewalk or sidewalk area, and upon entering the roadway shall yield the right-of-way to all vehicles approaching on said roadway.

(Code of Iowa, Sec. 321.353)

7. Class 3 Low-Speed Electric Bicycles. A person under the age of sixteen shall not operate a class 3 low-speed electric bicycle. A person under the age of sixteen may ride as a passenger on a class 3 low-speed electric bicycle.

(Code of Iowa, Sec. 321.235B[6])

8. Hand Signals. Riders of bicycles, electric scooters, or personal transportation devices may, but shall not be required to, signal their turning movements and stopping with their hands and arms as follows:
 - a. Left Turn – left hand and arm extended horizontally to the left
 - b. Right turn – left hand and arm extended upward to the left or right hand and arm extended horizontally to the right
 - c. Stopping or slowing – left hand and arm extended downward.
9. Following Emergency Vehicles. No person riding a bicycle, electric scooter, or personal transportation device shall follow closer than 500 feet of an emergency vehicle as defined by Iowa Code section 321.1 which has emergency lights and/or siren activated, and shall not stop, park, or leave a bicycle within 500 feet of an emergency vehicle stopped in response to an emergency.
10. Towing. It is unlawful for any person riding upon any bicycle, electric scooter, or personal transportation device to attach the device or themselves to any moving motor vehicle by tow rope, hand grip or otherwise. This section shall not prohibit attaching a trailer to a bicycle that is designed to accommodate such a device.

76.08 PLACE OF RIDING.

1. Paved Multi-use Trails. Bicycles, electric scooters, personal transportation devices, and OPDMD may be operated on paved multi-use trails, subject to the limitations of this Chapter.
2. Roadways and Streets.
 - a. When riding on the roadway or street, riders of bicycles, electric scooters and personal transportation devices shall ride in the same location and manner as motorized vehicles unless, a multi-use trail, bicycle path or bicycle lane exists adjacent to a roadway or street in which case riders may ride in the aforementioned location and riders of electric scooters and personal transportation devices shall not use the roadway; except that the operator of an electric scooter or personal transportation device shall not be required to use or remain on the aforementioned locations:

- i. When the trail, path, or lane is of insufficient width to permit safe bicycle, electric scooter, or personal transportation device operation; or
 - ii. When the condition of the surface, or the presence of water, dirt, glass or other foreign objects upon the surface prevents safe bicycle, electric scooter or personal transportation operation on the trail, path, or lane.
 - b. Electric scooters and personal transportation devices shall not be ridden on roadways with a speed limit greater than twenty-five (25) miles per hour unless there is a bike lane present.
 - c. This section does not apply to the use of a bicycle, electric scooter or personal transportation device in a parade or special event authorized by the city.
- 3. Public Sidewalks and Bicycle Paths.**
- a. Bicycles, electric scooters, and personal transportation devices may be operated upon the public sidewalks in residential districts only in a careful and prudent manner except where signs or pavement markings explicitly prohibit riding on the sidewalk, or upon sidewalks along the business districts, or in specified dismount zones where users shall walk their bicycle, electric scooter, or personal transportation device. Careful and prudent manner shall be consistent with Section 76.07 Responsible Riding.
 - b. Electric scooters, low-speed electric bicycles, and personal transportation devices may be operated upon bicycle paths and multi-use trails that are equal to or greater than eight feet (8') in width except where signs or pavement markings explicitly prohibit riding on the bicycle path or multi-use trail.
 - c. Electric scooters and personal transportation devices may only operate on sidewalks less than eight feet (8') in width if the following applies:
 - i. When the roadway is of insufficient width to permit safe, electric scooter, or personal transportation device operation.
 - ii. Where no bicycle lane, bicycle path, or multi-use trail is available and where the speed limit on the roadway is greater than twenty-five (25) miles per hour.
 - iii. When the condition of the surface, or the presence of water, dirt, glass or other foreign objects upon the surface prevents safe bicycle, electric scooter, or personal transportation operation on the roadway.
 - iv. When it is necessary to enter or leave adjacent property.
 - d. OPDMD's may be operated by persons with mobility disabilities on all sidewalks provided that they do not risk damage to the sidewalks, surrounding environment, or pose a risk to the safety of other sidewalks users.

76.09 PARKING.

- 1.** Parking locations for bicycles, electric scooters, or personal transportation devices shall retain access to:
 - a. an ADA-compliant pedestrian pathway
 - b. a fire hydrant
 - c. a US Postal Service mailbox
 - d. a crosswalk or curb ramp
 - e. loading zones

- f. transit zones, including bus stops, shelters, or other passenger waiting areas
- g. accessible parking spaces
- h. street furniture or amenities that require pedestrian access
- i. entryways
- j. driveways.

76.10 EQUIPMENT REQUIREMENTS. Every person riding a bicycle, electric scooter, or personal transportation device shall be responsible for providing and using equipment as provided herein:

1. Every device when in use between sunset and sunrise and when weather conditions provide insufficient lighting to render clearly discernable persons and vehicles on the road at a distance of 300 feet ahead, shall be equipped with a lamp on the front emitting a white light visible from a distance of at least three hundred (300) feet to the front and with a lamp on the rear exhibiting a red light visible from a distance of 300 feet to the rear except that a red reflector on the rear, may be used in lieu of a rear light. The lamps or reflector may be attached to the rider of the device rather than the device itself provided the visibility requirements are met. A peace officer riding a police bicycle is not required to use either front or rear lamps if duty so requires.

(Code of Iowa, Sec. 321.384 and Sec. 321.397)

2. Equivalent equipment such as headlamps and red-light attachments to the head, back, arm, or leg may be used in lieu of a lamp on the front and a red light on the rear of the device.
3. Brakes Required. Every device shall be equipped with a brake which will enable the operator to make the braked wheel skid on dry, level, clean pavement.

(Code of Iowa, Sec. 321.236[10])

4. A device shall not be equipped with and a person shall not use upon such device any siren or whistle. This shall not apply to bicycles ridden by peace officer in the line of duty.

(Code of Iowa, Sec. 321.434)

76.11 VIOLATIONS. Violations of any provision of this chapter shall be punished by a fine as established by section 4.01 of this 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 at Ankeny, Iowa, this _____, day of _____, 2023.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

**PUBLISHED IN THE
DES MOINES REGISTER
ON THE ____ DAY OF _____, 2023**

**1st Con 2/20/23
2nd Con 3/06/23
3rd Con _____**



ANKENY CITY COUNCIL

City Council Agenda

March 6, 2023

5 : 30 PM

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns



ORIGINATING DEPARTMENT:

City Manager

COUNCIL GOAL:

Enhance Quality of Life

ACTION REQUESTED:

Ordinance - 2nd Reading

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Ord 2135: An ordinance amending the code of ordinances of the City of Ankeny, Iowa, by amending provisions pertaining to multi-use recreational trails.

EXECUTIVE SUMMARY:

The ordinance under consideration amends the regulations pertaining to bicycles, and includes language relating to the regulations of low-speed electric bicycles, electric scooters, personal transportation devices, and other power-driven mobility device usage within the City.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

Staff recommendations were presented to the City Council at the October 17, 2022 and February 6, 2023 Council Action Planning sessions.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to accept second consideration of
ORDINANCE 2135.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Ordinance Chpt 82

ORDINANCE NO. ____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF ANKENY, IOWA, BY AMENDING PROVISIONS PERTAINING TO MULTI-USE RECREATIONAL TRAILS

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

SECTION 1. SECTION MODIFIED: That Section 82.02 PERMITTED USES of the Code of Ordinances of the City of Ankeny, Iowa, is repealed and the following adopted in lieu thereof:

82.02 PERMITTED USES. Except as otherwise provided, the following uses are permitted on multi-use recreational trails:

1. Persons walking, jogging or running;
2. Persons utilizing or operating a non-motorized device, such as a bicycle, skateboard, inline skates or wheelchair;
3. Persons utilizing or operating a device as defined and allowed in Chapter 76 of the Code of Ordinances, such as a low-speed electric bicycle, electric scooter, or personal transportation device;
4. Persons with mobility disabilities using manually operated or power-driven wheelchairs and manually powered mobility aids for the purpose of locomotion;
5. Persons with mobility disabilities using an other power-driven mobility device for the purpose of locomotion, as provided in 28 CFR 35;
6. Official emergency vehicles and authorized maintenance vehicles as necessary to perform the duties of the operator.

SECTION 2. SECTION MODIFIED: That Section 82.03 USES NOT PERMITTED of the Code of Ordinances of the City of Ankeny, Iowa, is repealed and the following adopted in lieu thereof:

82.03 USES NOT PERMITTED. Except as otherwise provided, the following uses are not permitted on multi-use recreational trails:

1. Motorized vehicles, except where the trail utilizes an existing road, street or highway or specifically defined or allowed otherwise in Chapter 76 of this Code of Ordinances;
2. Equestrian uses;
3. Skateboards are not permitted on the portions of trails that utilize an existing road, street or highway.

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 by the Council the ____ day of _____, 20____, and approved this ____ day of _____, 20____.

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 6, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns

 [Print](#)

ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Enhance Quality of Life

ACTION REQUESTED:
Ordinance - 1st Reading

LEGAL:

SUBJECT:

Ord 2136:

An Ordinance vacating a water main easement on Lots 1-4 of Park Sight Office Park at Prairie Trail Plat 4.
(PH 2023-16).

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

To accept first consideration of ORDINANCE 2136.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to accept first consideration of ORDINANCE 2136.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Ordinance
 Exhibit A (Lot 1)
 Exhibit B (Lots 2-4)

ORDINANCE XXXX

**AN ORDINANCE VACATING AN PUBLIC WATER MAIN EASEMENT ASSOCIATED WITH
PARK SIGHT OFFICE PARK AT PRAIRIE TRAIL PLAT 4 LOTS 1, 2, 3, AND 4**

WHEREAS, pursuant to notice published in the manner required by law, on the 6th day of March, 2023, this Council held a public hearing on a proposal to vacate a portions of public water main easements as shown on the attached Exhibit “A” and Exhibit “B”;

WHEREAS, this Council finds that all public purpose served by this easement is no longer necessary; and

WHEREAS, this 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 portion of said easement as shown on the two attached exhibits
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 as required by law.

PASSED AND APPROVED this 3rd day of April 2023.

Mark E. Holm, Mayor

Attest:

Michelle Yuska, City Clerk

**PUBLISHED IN THE
DES MOINES REGISTER
ON THE ____ DAY OF _____, 2023**

**1st Con 03/06/23 (P.Hrg.)
2nd Con 03/20/23
3rd Con 04/03/23**

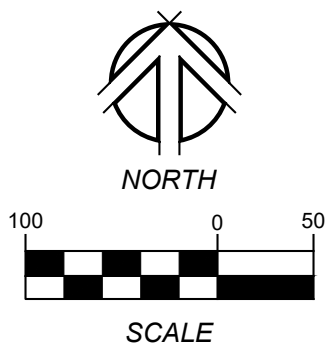
PROPRIETOR

Veridian Credit Union
1827 Ansborough Avenue
Waterloo, Iowa 50701-3629

REQUESTED BY

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

EXHIBIT "A"



LEGEND

P.O.B.	Point of Beginning
	Subject easement area
	Existing boundary line
	Existing easement line

SUBJECT EASEMENT TO BE VACATED

Parts of existing water main easements over Lot 1, PARK SIGHT OFFICE PARK AT PRAIRIE TRAIL PLAT 4, an official plat, located in the City of Ankeny, Polk County, Iowa, as shown on the Public Water Main Easements recorded in Book 16663, Page 573 and Book 17718 Page 226.

DESCRIPTION OF EASEMENT VACATION AREA

That part of Lot 1, PARK SIGHT OFFICE PARK AT PRAIRIE TRAIL PLAT 4, an official plat, located in the City of Ankeny, Polk County, Iowa, more particularly described as the following:

Commencing at the northwest corner of said Lot 2; thence South 85 degrees 32 minutes 47 seconds East, a distance of 213.08 feet; to the Point of Beginning; thence North 07 degrees 06 minutes 46 seconds East, a distance of 2.56 feet; thence North 49 degrees 49 minutes 16 seconds East, a distance of 44.25 feet; thence South 85 degrees 10 minutes 44 seconds East, a distance of 89.71 feet; thence South 04 degrees 49 minutes 16 seconds West, a distance of 15.00 feet; thence North 85 degrees 10 minutes 44 seconds West, a distance of 83.49 feet; thence South 49 degrees 49 minutes 16 seconds West, a distance of 26.49 feet; thence North 85 degrees 32 minutes 47 seconds West, a distance of 18.88 feet, to the Point of Beginning.

Containing 0.043 acres (1,853 square feet) more or less.



PROJECT:

WATER MAIN EASEMENT

LOCATION:

PARK SIGHT OFFICE PARK AT PRAIRIE TRAIL PLAT 4

NAI No.:

23003

DRAWN BY:

TJH

DWG No.:

1/2

DATE:

01/30/23

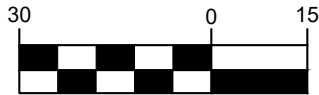
CHECKED BY:

ADS

SHEET TITLE:

VVCTE-1

EXHIBIT "A"



SCALE

LOT 1
PARK SIGHT OFFICE PARK
AT PRAIRIE TRAIL
PLAT 4

EXISTING 15' WATER
MAIN EASEMENT
(BOOK 17718 PAGE 226)

EXISTING 15' WATER
MAIN EASEMENT
(BOOK 16663 PAGE 573)

213.08'
S85°32'47"E

P.O.B.

N07°06'46"E
2.56'

N49°49'16"E
44.25'

18.88'
N85°32'47"W

26.49'
S49°49'16"W

S85°10'44"E 89.71'

1,853 Sq. Ft.
0.043 Acres

N85°10'44"W 83.49'

15.00'
S04°49'16"W

EAST LINE
OF LOT 1

SOUTH LINE
OF LOT 1

SW CORNER OF LOT 1
PARK SIGHT OFFICE PARK
AT PRAIRIE TRAIL PLAT 4

LOT 2
PARK SIGHT OFFICE PARK
AT PRAIRIE TRAIL
PLAT 4



1933 SW MAGAZINE ROAD
ANKENY, IOWA
50023-2555
(515) 965-0123 phone
(515) 965-3322 fax

PROJECT:
WATER MAIN EASEMENT VACATION
LOCATION:
PARK SIGHT OFFICE PARK AT PRAIRIE TRAIL PLAT 4

NAI No.:
23003
DATE:
01/30/23

DRAWN BY:
TJH
CHECKED BY:
ADS

DWG No.:
2/2
SHEET TITLE:
VVCTE-2

PROPRIETOR

City of Ankeny
City Hall
410 West First Street
Ankeny, Iowa 50023
Phone: (515) 965-6400

EXHIBIT "B"



NORTH



SCALE

REQUESTED BY

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

LEGEND

P.O.B.	Point of Beginning
	Subject easement area
	Existing boundary line
	Existing easement line

SUBJECT EASEMENT TO BE VACATED

Parts of existing water main easements over Lots 2, 3 and 4, PARK SIGHT OFFICE PARK AT PRAIRIE TRAIL PLAT 4, an official plat, located in the City of Ankeny, Polk County, Iowa, as shown on the Public Water Main Easement recorded in Book 14744, Page 708 and Book 17718 Page 226.

DESCRIPTION OF EASEMENT VACATION AREA

Those parts of Lots 2, 3 and 4, PARK SIGHT OFFICE PARK AT PRAIRIE TRAIL PLAT 4, an official plat, located in the City of Ankeny, Polk County, Iowa, more particularly described as the following:

Commencing at the northwest corner of said Lot 2; thence South 85 degrees 32 minutes 47 seconds East, a distance of 213.08 feet; to the Point of Beginning; thence South 85 degrees 32 minutes 47 seconds East, a distance of 18.88 feet; thence South 49 degrees 49 minutes 16 seconds West, a distance of 5.69 feet; thence South 07 degrees 06 minutes 46 seconds West, a distance of 223.58 feet; thence South 04 degrees 08 minutes 14 seconds East, a distance of 410.19 feet; thence South 14 degrees 27 minutes 35 seconds East, a distance of 49.14 feet; thence South 75 degrees 32 minutes 25 seconds West, a distance of 15.00 feet; thence North 14 degrees 27 minutes 35 seconds West, a distance of 50.50 feet; thence North 04 degrees 08 minutes 14 seconds West, a distance of 413.03 feet; thence North 07 degrees 06 minutes 46 seconds East, a distance of 228.36 feet, to the Point of Beginning.

Containing 0.238 acres (10,348 square feet) more or less.



1933 SW MAGAZINE ROAD
ANKENY, IOWA
50023-2555
(515) 965-0123 phone
(515) 965-3322 fax

www.nillesinc.com

PROJECT:

WATER MAIN EASEMENT VACATION

LOCATION:

PARK SIGHT OFFICE PARK AT PRAIRIE TRAIL PLAT 4

NAI No.:

23003

DRAWN BY:

TJH

DWG No.:

1/2

DATE:

01/30/23

CHECKED BY:

ADS

SHEET TITLE:

VCT-1

EXHIBIT "B"

SW STATE STREET

NW CORNER OF LOT 2
PARK SIGHT OFFICE PARK
AT PRAIRIE TRAIL PLAT 4

LOT 1
PARK SIGHT
OFFICE PARK AT
PRAIRIE TRAIL
PLAT 4

NORTH LINE
OF LOT 2
S85°32'47"E 213.08'

P.O.B.

S85°32'47"E
18.88'

LOT 1
PARK SIGHT
OFFICE
PARK AT
PRAIRIE
TRAIL
PLAT 3



SCALE

LOT 2
PARK SIGHT
OFFICE PARK AT
PRAIRIE TRAIL
PLAT 4

EXISTING 15' WATER
MAIN EASEMENT
(BOOK 17718 PAGE 226)

N07°06'46"E 228.36'

S07°06'46"W 223.58'

LOT 3
PARK SIGHT
OFFICE PARK AT
PRAIRIE TRAIL
PLAT 4

10,348 Sq. Ft.
0.238 Acres

OUTLOT "X"
PARK SIGHT
OFFICE PARK AT
PRAIRIE TRAIL
PLAT 4

LOT 4
PARK SIGHT
OFFICE PARK AT
PRAIRIE TRAIL
PLAT 4

EXISTING 15' WATER
MAIN EASEMENT
(BOOK 17718 PAGE 226)

N04°08'14"W 413.03'

S04°08'14"E 410.19'

EXISTING 15' WATER MAIN EASEMENT
(BOOK 14744 PAGE 708)

EXISTING 15' WATER
MAIN EASEMENT
(BOOK 14744 PAGE 708)

N14°27'35"W
50.50'

S14°27'35"E
49.14'

15.00'
S75°32'25"W

EXISTING 15' WATER
MAIN EASEMENT
(BOOK 14744 PAGE 708)

LOT 1

PARK SIGHT OFFICE PARK AT PRAIRIE TRAIL PLAT 1

OUTLOT X
PARK SIGHT
OFFICE PARK
AT
PRAIRIE TRAIL
PLAT 1



1933 SW MAGAZINE ROAD
ANKENY, IOWA
50023-2555
(515) 965-0123 phone
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PROJECT:
WATER MAIN EASEMENT VACATION
LOCATION:
PARK SIGHT OFFICE PARK AT PRAIRIE TRAIL PLAT 4

NAI No.:
23003

DRAWN BY:
TJH

DWG No.:
2/2

DATE:
01/30/23

CHECKED BY:
ADS

SHEET TITLE:
VCT-2



ANKENY CITY COUNCIL

City Council Agenda

March 6, 2023

5 : 30 PM

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns



Print

ORIGINATING DEPARTMENT:

City Manager

COUNCIL GOAL:

Deliver Exceptional Service

ACTION REQUESTED:

Ordinance - 1st Reading

LEGAL:

No Review Required

SUBJECT:

Ord 2137: An Ordinance amending Chapter 15 of the code of ordinances of the City of Ankeny, Iowa, by amending provisions pertaining to mayor appointments.

EXECUTIVE SUMMARY:

The ordinance under consideration amends which boards and commissions the Mayor can appointment officials to (with Council approval) to include the Human Rights Commission and Economic Development Council and to remove the appointment of the Zoning Administrator.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to accept first consideration of ORDINANCE 2137.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Ordinance Chpt 15

ORDINANCE NO.

AN ORDINANCE AMENDING CHAPTER 15 OF THE CODE OF ORDINANCES OF THE CITY OF ANKENY, IOWA, BY AMENDING PROVISIONS PERTAINING TO MAYOR APPOINTMENTS

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

SECTION 1. SECTION MODIFIED: That Section 15.03 APPOINTMENTS of the Code of Ordinances of the City of Ankeny, Iowa, is repealed and the following adopted in lieu thereof:

15.03 APPOINTMENTS. The Mayor shall appoint the Mayor Pro Tem, and the Mayor also appoints, with Council approval, the following officials:

(Code of Iowa, Sec. 372.4)

1. Park Board
2. Arts Council
3. Ankeny Sports Complex Foundation
4. Library Board of Trustees
5. Civil Service Commission
6. Mayor's Youth Council
7. Board of Examiners and Appeals
8. Zoning Board of Adjustment
9. Human Rights Commission
10. Economic Development Council

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 _____, 20____, and approved this ____ day of _____, 20____.

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 6, 2023

5 : 30 PM

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns

 [Print](#)

ORIGINATING DEPARTMENT:

City Manager

COUNCIL GOAL:

Deliver Exceptional Service

ACTION REQUESTED:

Ordinance - 1st Reading

LEGAL:

No Review Required

SUBJECT:

Ord 2138: An Ordinance amending Chapter 31 of the code of ordinances of the City of Ankeny, Iowa, by amending provisions pertaining to human rights commission appointed.

EXECUTIVE SUMMARY:

The ordinance under consideration amends the number of commission members that consist on the Human Rights Commission to change from seven (7) members to five (5) members.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to accept first consideration of ORDINANCE 2138.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Ordinance Chpt 31

ORDINANCE NO.

AN ORDINANCE AMENDING CHAPTER 31 OF THE CODE OF ORDINANCES OF THE CITY OF ANKENY, IOWA, BY AMENDING PROVISIONS PERTAINING TO HUMAN RIGHTS COMMISSION APPOINTED

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

SECTION 1. SECTION MODIFIED: That Section 31.03 COMMISSION APPOINTED of the Code of Ordinances of the City of Ankeny, Iowa, is repealed and the following adopted in lieu thereof:

31.03 COMMISSION APPOINTED.

1. The City Human Rights Commission shall consist of five (5) members appointed by the Mayor with approval of the City Council. Appointments shall take into consideration the various racial, religious, cultural, and social groups and geographical areas within the City insofar as may be practicable.
2. The term of appointment shall be three (3) years from January 1 of the year in which the appointment is made, except that for the purpose of maintaining an appropriate staggering of terms, the Mayor may prescribe a shorter term for any appointment or reappointment. In the event that a vacancy occurs in the membership of the commission by death, resignation or otherwise prior to the normal expiration of the appointee's term, the Mayor, with the approval of the City Council, shall appoint a person to serve out the remainder of the unexpired term.
3. Any member or all members of the commission may be removed from office at any time by the Mayor with the approval of the City Council. The commission shall annually elect one of its members to be Chairperson.
4. The members of the commission shall serve without salary, wages or other compensation provided that they may receive reimbursement for actual and necessary expenses incurred as allowed by the City Council pursuant to such procedures and policies for the reimbursement of expenses as shall be established by the City from time to time.
5. The members of the commission shall meet as needed to carry out the purpose of the commission. The members shall establish such procedures and policies as need for that purpose.

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 _____, 20____, and approved this ____ day of _____, 20____.

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 6, 2023

5 : 30 PM

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns

 [Print](#)

ORIGINATING DEPARTMENT:

City Manager

COUNCIL GOAL:

Exercise Financial Discipline

ACTION REQUESTED:

Ordinance - 1st Reading

LEGAL:

No Review Required

SUBJECT:

Ord 2139: 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 use rates by 8 percent and service availability charges by 4 percent, effective April 1, 2023.

The increase is necessary to fund the 10 percent increase in capacity rates for water purchased from Des Moines Water Works and local infrastructure projects planned in the 2023 Capital Improvement Program.

FISCAL IMPACT: **Yes**

Below is the impact of the proposed utility rate changes:

			\$	%
	FY 2024	FY 2023	Difference	Difference
Solid Waste	\$ 61.68	\$ 59.04	\$ 2.64	4.47%
Water	448.51	419.38	29.13	6.95%
Sewer	519.98	519.98	-	0.00%
Storm Water	78.00	78.00	-	0.00%
	<u>\$ 1,108.15</u>	<u>\$ 1,076.38</u>	<u>\$ 31.77</u>	<u>2.95%</u>

The illustration assumes a residential customer with a 5/8" meter using 4,000 gallons of water per month and 1 ERU for storm water purposes. This customer will see an increase of \$31.77 or 2.95% in their utility bill for FY 2024.

CITY MANAGER'S RECOMMENDATIONS:

Recommend amending the Code of Ordinances of the City of Ankeny, Iowa, by amending provisions pertaining to water rates.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

Utility rate recommendations were presented to the City Council at the February 27, 2023 Budget Workshop.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to accept first consideration of ORDINANCE 2139.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Ordinance 2139

ORDINANCE 2139

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, 2023 and the following adopted in lieu thereof:

92.04 RATES FOR SERVICE.

1. For bills due and payable on or after April 1, 2023, 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:

		Monthly		
	Meter	Equivalent	Monthly	Monthly
Meter	Equivalence	Meter	Billing	SAC
Size	Factor	Cost	Cost	Charge
5/8"	1	\$ 7.63	\$ 2.11	\$ 9.74
3/4"	1.5	\$ 11.45	\$ 2.11	\$ 13.56
1"	2.5	\$ 19.09	\$ 2.11	\$ 21.20
1 1/2"	5	\$ 38.17	\$ 2.11	\$ 40.28
2"	8	\$ 61.08	\$ 2.11	\$ 63.19
3"	17.5	\$ 133.61	\$ 2.11	\$ 135.72
4"	50	\$ 381.75	\$ 2.11	\$ 383.86
6"	100	\$ 763.51	\$ 2.11	\$ 765.62
8"	175	\$ 1,336.14	\$ 2.11	\$ 1,338.25

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, \$6.38 per 1,000 gallons, plus
- (2) For all gallons used in excess of 5,000 gallons, \$8.95 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 6th day of March, 2023.

ATTEST:

Mark E. Holm, Mayor

Michelle Yuska, City Clerk

**PUBLISHED IN THE
DES MOINES REGISTER
ON THE ____ DAY OF _____, 2023**

**1st Con 03/06/23
2nd Con _____
3rd Con _____**



ANKENY CITY COUNCIL

City Council Agenda

March 6, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns

 [Print](#)

ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Exercise Financial Discipline

ACTION REQUESTED:
Ordinance - 1st Reading

LEGAL:
No Review Required

SUBJECT:

Ord 2140: 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 70 ERU to 80 ERU, effective July 1, 2023. The stormwater management fees will remain at \$6.50 per ERU per month.

FISCAL IMPACT: **Yes**

Below is the impact of the proposed utility rate changes:

			\$		%	
	FY 2024	FY 2023	Difference		Difference	
Solid Waste	\$ 61.68	\$ 59.04	\$ 2.64		4.47%	
Water	448.51	419.38	29.13		6.95%	
Sewer	519.96	519.96	-		0.00%	
Storm Water	78.00	78.00	-		0.00%	
	<u>\$ 1,108.15</u>	<u>\$ 1,076.38</u>	<u>\$ 31.77</u>		<u>2.95%</u>	

The illustration assumes a residential customer with a 5/8" meter using 4,000 gallons of water per month and 1 ERU for storm water purposes. This customer will see an increase of \$31.77 or 2.95% in their utility bill for FY 2024.

CITY MANAGER'S RECOMMENDATIONS:

Recommend amending the Code of Ordinances of the City of Ankeny, Iowa, by amending provisions pertaining to stormwater management fees.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

Utility rate recommendations were presented to the City Council at the February 27, 2023 Budget Workshop.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to accept first consideration of ORDINANCE 2140.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Ordinance 2140

ORDINANCE 2140

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, 2023 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 80 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 6th day of March, 2023.

ATTEST:

Mark E. Holm, Mayor

Michelle Yuska, City Clerk

**PUBLISHED IN THE
DES MOINES REGISTER
ON THE ____ DAY OF _____, 2023**

**1st Con 03/06/23
2nd Con _____
3rd Con _____**



ANKENY CITY COUNCIL

City Council Agenda

March 6, 2023

5 : 30 PM

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns



ORIGINATING DEPARTMENT:

City Clerk

COUNCIL GOAL:

ACTION REQUESTED:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Proposed Oralabor Gateway Trail - SW State Street Underpass & SW Oralabor Road & SW State Street Intersection Improvements (PH 2023-17)

EXECUTIVE SUMMARY:

The Oralabor Gateway Trail – SW State Street Underpass and SW Oralabor Road and SW State Street Intersection Improvements project includes the construction of a reinforced concrete box (RCB) culvert pedestrian underpass for the Oralabor Gateway Trail under SW State Street and the widening of the SW Oralabor Road and SW State Street intersection to provide dual left turn lanes, 2 thru lanes, and a right turn lane on all legs. A new traffic signal will also be installed at the intersection.

A portion of this project is being funded with Federal-aid STBG-TAP and ICAAP funds; therefore, the project was bid through the Iowa Department of Transportation (DOT). The bid opening for the project was held by the Iowa DOT on Tuesday, February, 21, 2023. Three (3) bids were received as follows:

1. Absolute Concrete Construction, Inc. \$6,369,694.05
2. Jenco Construction, Inc. \$7,204,296.62

3. Jasper Construction, Inc. \$7,257,742.14

The engineer's cost opinion for the project was \$4,804,922.50. The bids ranged from approximately 33% above to 51% above the engineer's cost opinion. The City reviewed the bid results internally, with the project's engineering consultant, and with the Iowa DOT. Absolute Concrete Construction, Inc. has previously completed projects of similar nature for the City, and they have the technical experience to undertake this project. It is recommended that the project be awarded to Absolute Concrete Construction, Inc. of Slater, Iowa.

Pending project approval and award by the City Council, the contractor will have ninety (90) working days to complete the 2023 construction and one hundred thirty (130) working days to complete the 2024 construction. The Notice to Proceed is expected to be issued in spring 2023.

FISCAL IMPACT: Yes

This project is included in the City's current Capital Improvement Program with construction scheduled for 2023 and 2024. The project's construction will be paid for in part by Federal-aid Surface Transportation Block Grant Transportation Alternative Program (STBG-TAP) funding, Iowa's Clean Air Attainment Program (ICAAP) funding, Iowa DOT Urban-State Traffic Engineering (U-STEP) funding, and Iowa DOT Resurfacing, Restoration, and Rehabilitation (3R) funding.

CITY MANAGER'S RECOMMENDATIONS:

1. Hold a hearing on the proposed Contract Documents (plans, specifications, and form of contract), and estimated cost (\$4,804,922.50).
2. Approve Resolution, adopting said plans, specifications, form of contract, and estimated cost for the Oralabor Gateway Trail-SW State Street Underpass and SW Oralabor Road and SW State Street Intersection Improvements project.
3. Receive and file the report of bids received on February 21, 2023 from the Iowa Department of Transportation (DOT).
4. Approve Resolution making award of construction contract to Absolute Concrete Construction, Inc. of Slater, Iowa.
5. Approve Resolution approving contract and bonds with Absolute Concrete Construction, Inc. in the amount of \$6,369,694.05.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

March 7, 2022: The agreement with the Iowa DOT to facilitate the STBG-TAP funding for this project through the Surface Transportation Block Grant (STBG) Program in the amount of \$1,050,000 was approved by City Council.

March 7, 2022: The agreement with the Iowa DOT to facilitate the State funding for this project through the Iowa's Clean Air Attainment Program (ICAAP) in the amount of \$529,161 was approved by City Council.

July 5, 2022: The City Council adopted a Resolution setting the Public Hearing date as August 1, 2022 in accordance with the Notice of Intent to Commence a Public Improvement Project and to Acquire Property

Interests which was published in the Des Moines Register on July 15, 2022.

August 1, 2022: The City Council held a Public Hearing and approved a Resolution authorizing the acquisition of property and property interests for the project.

September 19, 2022: Two agreements with the Iowa DOT to facilitate the State funding for this project through the Urban-State Traffic Engineering Program (U-STEP) in the amount of \$200,000 each were approved by City Council.

November 21, 2022: The agreement with the Iowa DOT to facilitate the State funding for this project through the Resurfacing, Restoration, or Rehabilitation (3R) in the amount of \$775,000 was approved by City Council.

February 6, 2023: The City Council approved a Resolution ordering construction and setting the public hearing date as March 6, 2023 in accordance with the Notice of Public Hearing which was published in the Des Moines Register on February 17, 2023.

PUBLIC OUTREACH EFFORTS:

June 10, 2022: Property owners were notified of the upcoming Project Information Meeting that was held on June 21, 2022.

June 30, 2022: Property owners were notified of the need to acquire property for the proposed public improvement project.

Public notifications will be provided before and during the construction phase to directly affected property owners, adjacent stakeholders within the project limits, and the general public.

ACTION REQUESTED:

Action: Consider motion to adopt 1) RESOLUTION
 adopting plans, specifications, form of contract and estimate of cost \$4,804,922.50; 2)
receive and file report of bids received February 28, 2023; 3) adopt
RESOLUTION making award of construction contract with Absolute
Concrete Construction, Inc. in the amount of \$6,369,694.05; and 4) adopt
RESOLUTION approving contract and bonds with Absolute Concrete
Construction, Inc. in the amount of \$6,369,694.05.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download

 RES - plans, specs
 RES - making award
 RES - approving contract
 Map

Council Member _____ introduced the following Resolution entitled "RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE ORALABOR GATEWAY TRAIL - SW STATE STREET UNDERPASS AND SW ORALABOR ROAD AND SW STATE STREET INTERSECTION IMPROVEMENTS", 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 ORALABOR GATEWAY TRAIL - SW STATE STREET UNDERPASS AND SW ORALABOR ROAD AND SW STATE STREET INTERSECTION IMPROVEMENTS

WHEREAS, on the 6th day of February, 2023, 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 Oralabor Gateway Trail - SW State Street Underpass and SW Oralabor Road and SW State Street Intersection Improvements; 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 6th day of March, 2023.

Mayor

ATTEST:

City Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE ORALABOR GATEWAY TRAIL - SW STATE STREET UNDERPASS AND SW ORALABOR ROAD AND SW STATE STREET INTERSECTION IMPROVEMENTS", 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 _____, 2023, 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 ORALABOR GATEWAY TRAIL - SW
STATE STREET UNDERPASS AND SW ORALABOR ROAD
AND SW STATE STREET INTERSECTION IMPROVEMENTS

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 Oralabor Gateway Trail - SW State Street Underpass and SW Oralabor Road and SW State Street Intersection Improvements, described in the plans and specifications heretofore adopted by this Council on March 6, 2023, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

Contractor: **Absolute Concrete Construction, Inc.** of **Slater, Iowa**

Amount of bid: **\$6,369,694.05**

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 6th day of March, 2023.

Mayor

ATTEST:

City Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND FOR THE ORALABOR GATEWAY TRAIL - SW STATE STREET UNDERPASS AND SW ORALABOR ROAD AND SW STATE STREET INTERSECTION IMPROVEMENTS", 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 ORALABOR GATEWAY TRAIL - SW
STATE STREET UNDERPASS AND SW ORALABOR ROAD
AND SW STATE STREET INTERSECTION IMPROVEMENTS

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 Oralabor Gateway Trail - SW State Street Underpass and SW Oralabor Road and SW State Street Intersection Improvements, 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:

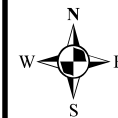
Contractor:	<u>Absolute Concrete Construction, Inc.</u>	of	<u>Slater, Iowa</u>
Amount of bid:	<u>\$6,369,694.05</u>		
Bond surety:	_____		
Date of bond:	_____		
Portion of project:	<u>All construction work</u>		

PASSED AND APPROVED this 6th day of March, 2023.

Mayor

ATTEST:

City Clerk





ANKENY CITY COUNCIL

City Council Agenda

March 6, 2023

5 : 30 PM

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns



ORIGINATING DEPARTMENT:

Economic Development

COUNCIL GOAL:

Ensure Economic Vitality

ACTION REQUESTED:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Proposed Amendment No. 3 to the Amended and Restated 1991 City of Ankeny Urban Renewal Plan.
(PH 2023-18)

EXECUTIVE SUMMARY:

Proposed Amendment No. 3 to the 1991 Amended and Restated City of Ankeny Urban Renewal Plan, which was last amended in 2021, includes the following updates:

- The addition of parking, sidewalk and streetscape improvements on SW Walnut Street between SW 3rd Street and SW Railroad Drive, on SW Cherry Street between SW 3rd Street and SW 5th Street and new diagonal stalls on SW 3rd Street, west of SW Pleasant Street.

The amendment adds no new land to the urban renewal area and has no effect on the duration of the plan or the area.

FISCAL IMPACT: **No**

There is no fiscal impact with the adoption of this plan. Projects included in this plan are approved



Derek Lord

Economic Development Director
(p) 515.965.6430
dlord@ankenyiowa.gov

MEMORANDUM

TO: Honorable Mayor and City Council
DATE: February 15, 2023
RE: *Amendment No. 3 to the Amended and Restated 1991 City of Ankeny
Urban Renewal Plan – Consultation Meeting*

City staff held a consultation meeting on Amendment No. 3 to the Amended and Restated 1991 City of Ankeny Urban Renewal Plan at 10:00 AM on February 15, 2023 at Ankeny City Hall. Notices of this meeting were sent to the Ankeny Community School District and Polk County.

No representatives from the Ankeny Community School District or Polk County attended this consultation meeting or reached out to discuss this amendment.

No written comments were received regarding this amendment.

AMENDMENT NO. 3

to the

AMENDED AND RESTATED
1991 CITY OF ANKENY
URBAN RENEWAL PLAN

for

1991 URBAN RENEWAL AREA

CITY OF ANKENY, IOWA

Original Plan – December 1991

Amended and Restated Plan – March 2018

Amendment No. 1 to the Amended and Restated Plan – March 2019

Amendment No. 2 to the Amended and Restated Plan – October 2021

Amendment No. 3 to the Amended and Restated Plan – March 2023

**AMENDMENT NO. 3
TO THE
AMENDED AND RESTATED 1991 CITY OF ANKENY URBAN RENEWAL PLAN
FOR THE
1991 URBAN RENEWAL AREA**

CITY OF ANKENY, IOWA

INTRODUCTION AND HISTORY

The City of Ankeny, Iowa (the “City”) adopted the 1991 City of Ankeny Urban Renewal Plan for the 1991 Urban Renewal Area (the “Urban Renewal Area” or “Area”) in 1991. In 2018, the City adopted the Amended and Restated 1991 City of Ankeny Urban Renewal Plan (the “Amended and Restated Plan” or “Plan”) for the Urban Renewal Area. The Amended and Restated Plan previously has been amended in 2019 and in 2021.

The Amended and Restated Plan is being amended with the adoption of this Amendment No. 3 to the Amended and Restated 1991 City of Ankeny Urban Renewal Plan (“Amendment No. 3” or “Amendment”), in order to add and/or confirm proposed urban renewal projects for the Area. This Amendment adds no new land to the Area and has no effect on the duration of the Plan or the Area.

Except as modified by this Amendment, the provisions of the Plan are hereby ratified, confirmed, and approved and shall remain in full force and effect as provided herein. In case of any conflict or uncertainty, the terms of this Amendment shall control. Any subsections in the Plan not mentioned in this Amendment shall continue to apply to the Plan.

DEVELOPMENT PLAN

The City has a general plan for the physical development of the City as a whole, outlined in The Ankeny 2040 Plan, adopted April 2, 2018 and updated January 17, 2023. The Plan and this Amendment, including the urban renewal projects identified herein, are in conformity with The Ankeny 2040 Plan.

The Plan, as amended, does not in any way replace the City’s current land use planning or zoning regulation process.

Any urban renewal projects related to the need for improved traffic, public transportation, public utilities, recreational and community facilities, or other public improvements within the Urban Renewal Area are set forth in the Plan and this Amendment. As the Area continues to develop, the need for public infrastructure extensions and upgrades will be evaluated and planned for by the City.

PREVIOUSLY APPROVED URBAN RENEWAL PROJECTS

Numerous urban renewal projects were authorized prior to the date of this Amendment and are continuing. Such projects are not listed in this Amendment but consist of a variety of urban renewal projects described in the Amended and Restated Plan.

ELIGIBLE URBAN RENEWAL PROJECTS **(Amendment No. 3)**

Although certain project activities may occur over a period of years, the eligible urban renewal projects under this Amendment include:

1. Public Improvements:

Project	Estimated Project Date	Estimated Cost	Rationale
Street and sidewalk construction to add parking stalls on SW Cherry, south of SW 3 rd Street to SW 5 th Street, SW Walnut Street, south of SW 3 rd Street to SW Railroad Drive and new diagonal stalls on SW 3 rd Street, west of SW Pleasant Street. Improvements to include roadway and streetscape enhancements – including street parking, landscaping, lighting, and sidewalk improvements.	2023 - 2025	\$950,000 – \$1,900,000	Adding public parking will promote commercial redevelopment
TOTAL		\$950,000 - \$1,900,000	

2. Future Development Agreements: The City expects to consider requests for development agreements for projects that are consistent with this Plan, in the City's sole discretion. Such agreements are unknown at this time, but based on past history, and dependent on development opportunities and climate, the City expects to consider a broad range of incentives as authorized by this Plan, including but not limited to land, loans, grants, tax rebates, infrastructure assistance and other incentives. The City Council has in the past generally considered incentives such as property tax rebates ranging from 50% to 100% of the property tax increment generated from the increased assessed valuation by the construction of the eligible project. However, the City has discretion to change the use of incentives at any time without notice, depending on the facts and circumstances. Certain tax levies are not included as part of the property tax increment rebates, such as debt service levies, certain school levies, and other levies as may be determined by the legislature. The City's use of property tax increment rebates as an incentive for a project is also impacted by a project's use of or eligibility for tax abatement or other incentives. With this

Amendment, the City has estimated the total costs to be funded or reimbursed from tax increment for all types of incentives described above to be awarded after the adoption of this Amendment within the entire Area. Accordingly, the costs of such development agreements to be approved after this Amendment in this Area will not exceed \$10,000,000.

3. Planning, engineering fees (for urban renewal plans), attorney fees, administration, other related costs to support urban renewal projects and planning:

Project	Estimated Date	Estimated Cost to be funded by TIF Funds
Costs associated with attorney and bond counsel review of urban renewal activities and development agreements, economic planning and engineering related studies, and other administrative costs.	Market or program driven as need arises.	Not to exceed \$500,000

FINANCIAL INFORMATION

1.	Current Constitutional Debt Limit	\$395,854,796
2.	Current Outstanding General Obligation Debt	\$110,000,000
3.	Proposed amount of indebtedness to be incurred: A specific amount of debt to be incurred for the Eligible Urban Renewal Projects (Amendment No. 3) has not yet been determined. This document is for planning purposes only. The estimated project costs in this Amendment are estimates only and will be incurred and spent over a number of years. In no event will the City's constitutional debt limit be exceeded. The City Council will consider each project proposal on a case-by-case basis to determine if it is in the City's best interest to participate before approving an urban renewal project or expense. It is further expected that such indebtedness, including interest on the same, may be financed in whole or in part with tax increment revenues from the Urban Renewal Area. Subject to the foregoing, it is estimated that the cost of the Eligible Urban Renewal Projects (Amendment No. 3) as described above to be funded by TIF Funds will be approximately as stated in the next column:	\$11,450,000 - \$12,400,000 for future projects This total does not include financing costs related to debt issuance, which will be incurred over the life of the Area

REPEALER AND SEVERABILITY

Any parts of the Plan in conflict with this Amendment are hereby repealed. If any part of this Amendment is determined to be invalid or unconstitutional, such invalidity or unconstitutionality

shall not affect the validity of the previously adopted Amended and Restated Plan as a whole, or any part of this Amendment or the Plan not determined to be invalid or unconstitutional.

EFFECTIVE PERIOD

This Amendment will become effective upon its adoption by the City Council. The Amended and Restated Plan, as amended, shall remain in effect until repealed by the City Council.

The use of incremental property tax revenues, or the “division of revenues,” as those words are used in Chapter 403 of the Code of Iowa, shall continue on the Area for the maximum period allowed by law.

Because the original Plan was adopted in 1991, before the effective date (January 1, 1995) of the Iowa Code Section 403.17 requirement that the division of revenue be limited to twenty years in areas that are established on the basis of an economic development finding, the division of revenue in the Area has no statutorily required expiration date or sunset. With the adoption of the Amended and Restated Plan, the City extended a self-imposed sunset date on the division of revenue that had been in the original 1991 City of Ankeny Urban Renewal Plan to June 30, 2038 and thereafter for so long as necessary for incremental taxes pursuant to Section 403.19, Code of Iowa, or successor provisions, to fully pay all loans, monies advanced or indebtedness incurred by the City of Ankeny, Iowa, to finance or refinance projects approved prior to June 30, 2038. Nothing in this Amendment alters the Amended and Restated Plan with respect to the time period for the division of revenue in the Area.

02148107-1\10174-695

RESOLUTION NO. _____

RESOLUTION DETERMINING AN AREA OF THE CITY TO BE AN ECONOMIC DEVELOPMENT AREA, AND THAT THE REHABILITATION, CONSERVATION, REDEVELOPMENT, DEVELOPMENT, OR A COMBINATION THEREOF, OF SUCH AREA IS NECESSARY IN THE INTEREST OF THE PUBLIC HEALTH, SAFETY OR WELFARE OF THE RESIDENTS OF THE CITY; DESIGNATING SUCH AREA AS APPROPRIATE FOR URBAN RENEWAL PROJECTS; AND ADOPTING AMENDMENT NO. 3 TO THE AMENDED AND RESTATED 1991 CITY OF ANKENY URBAN RENEWAL PLAN

WHEREAS, by Resolution No. 236-91, adopted December 2, 1991, this Council found and determined that certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the 1991 City of Ankeny Urban Renewal Plan (the "Original Plan") for the 1991 City of Ankeny Urban Renewal Area described therein; and

WHEREAS, by Resolution No. 2018-149, adopted March 19, 2018, this Council approved and adopted the Amended and Restated 1991 City of Ankeny Urban Renewal Plan ("Plan" or "Urban Renewal Plan") for the 1991 City of Ankeny Urban Renewal Area ("Area" or "Urban Renewal Area"); and

WHEREAS, the Plan has subsequently been amended, most recently by Amendment No. 2 to the Plan, adopted by Resolution No. 2021-373 on October 4, 2021; and

WHEREAS, this Urban Renewal Area currently includes and consists of:

ORIGINAL AREA

ALL THAT PART OF ANKENY, IOWA LOCATED WITHIN THE FOLLOWING BOUNDARY:

BEGINNING AT A POINT ON THE WEST R.O.W. LINE OF U.S. INTERSTATE 35 BEING THE NORTHEAST CORNER OF LOT 8 LAKESHORE ESTATES; THEN SOUTHERLY ALONG THE WEST R.O.W. LINE OF U.S. INTERSTATE 35 TO THE NORTH R.O.W. LINE OF IOWA HIGHWAY 931 (EAST FIRST STREET); THEN WEST ALONG THE NORTH R.O.W. LINE OF IOWA HIGHWAY 931 (EAST FIRST STREET) TO THE EAST R.O.W. LINE OF EAST DELAWARE AVENUE; THEN SOUTH TO THE SOUTH R.O.W. LINE OF IOWA HIGHWAY 931 (EAST FIRST STREET); THEN EAST ALONG THE SOUTH R.O.W. LINE OF IOWA HIGHWAY 931 (EAST FIRST STREET) TO THE WEST R.O.W. LINE OF U.S. INTERSTATE 35; THEN SOUTHERLY ALONG THE WEST R.O.W. LINE OF U.S. INTERSTATE 35 TO THE SOUTHEAST CORNER OF LOT 2, MAPLEWOOD VILLAGE PLAT 4; THEN WEST ALONG THE SOUTH LINE OF SAID LOT 2

TO THE EAST LINE OF LOT 1, MAPLEWOOD VILLAGE PLAT 3; THEN SOUTH ALONG THE EAST LINE OF SAID LOT 1 TO THE SOUTHEAST CORNER OF SAID LOT 1, THEN WEST ALONG THE SOUTH LINE OF SAID LOT 1 AND LOT 1, MAPLEWOOD VILLAGE PLAT 2 TO THE WEST R.O.W. LINE OF EAST DELAWARE AVENUE; THEN NORTH ALONG THE WEST R.O.W. LINE OF EAST DELAWARE AVENUE TO THE SOUTHEAST CORNER OF ART-LUND PLAT 1; THEN WEST ALONG THE SOUTH LINE OF SAID PLAT 1 TO THE SOUTHWEST CORNER OF ART-LUND PLAT 1; THEN NORTH ALONG THE WEST LINE OF SAID PLAT 1 TO THE SOUTH R.O.W. LINE OF S.E. 4TH STREET; THEN NORTHWESTERLY TO THE SOUTHEAST CORNER OF LOT 9, TRIPLETT VILLAGE NO. 10; THEN NORTH ALONG THE WEST R.O.W. LINE OF SOUTHEAST LOWELL DRIVE TO THE SOUTH LINE OF TRIPLETT COMMERCIAL PARK PLAT 2; THEN WEST ALONG THE SOUTH LINE OF SAID PLAT 2, AND CONTINUING ALONG THE SOUTH LINE OF TRIPLETT COMMERCIAL PARK PLAT 1 TO THE NORTHWEST CORNER OF TRIPLETT VILLAGE NO. 11; THEN NORTH ALONG THE EAST LINE OF TRIPLETT VILLAGE NO. 5 TO THE NORTHEAST CORNER OF SAID PLAT; THEN WEST ALONG THE NORTH LINE OF SAID PLAT TO THE WEST R.O.W. LINE OF SOUTHEAST TRILEIN DRIVE; THEN NORTH ALONG THE WEST R.O.W. LINE OF SOUTHEAST TRILEIN DRIVE TO THE SOUTH R.O.W. LINE OF IOWA HIGHWAY 931 (EAST FIRST STREET); THEN WEST ALONG THE SOUTH R.O.W. LINE OF IOWA HIGHWAY 931 (EAST FIRST STREET) TO THE EAST R.O.W. LINE OF SOUTHEAST CRESTMOOR PLACE; THEN SOUTH ALONG THE EAST R.O.W. LINE OF SOUTHEAST CRESTMOOR PLACE TO THE SOUTHWEST CORNER OF LOT 6, RICHARD'S MANOR PLAT 1; THEN WEST ALONG THE SOUTH LINE OF NAPA MANOR TO THE WEST R.O.W. LINE OF SOUTH GRANT STREET; THEN NORTH ALONG THE WEST R.O.W. LINE OF SOUTH GRANT STREET TO THE NORTHEAST CORNER OF LOT 22, RICHARD'S MANOR PLAT 1; THEN WEST ALONG THE NORTH LINE OF SAID LOT 22 TO THE NORTHWEST CORNER OF SAID LOT 22; THEN SOUTHERLY ALONG THE WEST LINE OF RICHARD'S MANOR PLAT 1 TO THE SOUTH LINE OF SAID PLAT 1; THEN EAST ALONG THE SOUTH LINE OF SAID PLAT 1 TO THE WEST R.O.W. LINE OF SOUTH GRANT STREET; THEN SOUTH TO THE NORTH R.O.W. LINE OF SOUTHEAST 3RD STREET; THEN WEST ALONG THE NORTH R.O.W. LINE OF SOUTHEAST 3RD STREET TO THE SOUTHWEST CORNER OF LOT 12, TRIPLETT VILLAGE; THEN SOUTH ALONG THE WEST LINE OF LOTS 18 THROUGH 23, TRIPLETT VILLAGE AND CONTINUING SOUTH ALONG THE WEST LINE OF CHURCH PLAT NO. 2 AND CHURCH PLAT NO.3 TO THE NORTH R.O.W. LINE OF SOUTHEAST PETERSON DRIVE; THEN EAST ALONG SAID NORTH R.O.W. LINE; THEN SOUTH ALONG THE EAST R.O.W. LINE OF PARKVIEW DRIVE TO THE NORTH R.O.W. LINE OF SOUTHEAST 8TH STREET; THEN EAST ALONG SAID NORTH R.O.W. LINE; THEN SOUTH ALONG THE WEST LINE OF LOT 46, PETERS BELMOUNT PARK PLAT 1 AND CONTINUING SOUTH ALONG THE WEST LINE OF PETERS

BELMOUNT PARK PLAT 2 TO THE NORTH LINE OF SPAHR MANOR PLAT 5; THEN WEST ALONG THE NORTH LINE OF SAID PLAT 5 TO THE EAST R.O.W. LINE OF U.S. HIGHWAY 69 (SOUTH ANKENY BOULEVARD); THEN NORTH ALONG SAID EAST R.O.W. LINE TO THE NORTH LINE OF PETERS BELMOUNT PARK PLAT 1; THEN WEST ALONG THE SOUTH LINE OF SOUTHLAWN PLACE REPLAT TO THE WEST R.O.W. LINE OF THE CHICAGO NORTHWESTERN RAILROAD; THEN NORTHWESTERLY ALONG THE WEST R.O.W. LINE OF SAID RAILROAD TO THE EAST R.O.W. LINE OF SOUTHWEST WALNUT STREET; THEN NORTH TO THE NORTH LINE OF THOMAS ADDITION; THEN WEST ALONG THE NORTH LINE OF THOMAS ADDITION TO THE WEST R.O.W. LINE OF MAIN STREET; THEN NORTH ALONG SAID WEST R.O.W. LINE TO THE SOUTH R.O.W. LINE OF SOUTHWEST 4TH STREET; THEN WEST ALONG SAID SOUTH R.O.W. LINE; THEN NORTH ALONG THE WEST LINE OF ANKENY VILLAGE PLAT 3 TO THE NORTHWEST CORNER OF SAID PLAT 3; THEN WEST ALONG THE SOUTH LINE OF LOTS 18 THROUGH 20, ANKENY VILLAGE PLAT 4, TO THE WEST LINE OF SAID PLAT 4; THEN NORTH ALONG THE WEST LINE OF SAID PLAT 4 AND CONTINUING NORTH ALONG THE WEST LINE OF ARTHUR PLACE TO THE INTERSECTION OF THE NORTH R.O.W. LINE OF THE CHICAGO NORTHWESTERN RAILROAD AND THE WEST R.O.W. LINE OF NORTHWEST ASH DRIVE; THEN NORTH ALONG THE WEST R.O.W. LINE OF NORTHWEST ASH DRIVE; THEN EAST ALONG THE SOUTH LINE OF PARKVIEW TERRACE PLAT 8 TO THE WEST LINE OF PARKVIEW TERRACE PLAT 3; THEN SOUTH ALONG THE WEST LINE OF SAID PLAT 3 TO THE SOUTH LINE OF SAID PLAT 3; THEN EAST ALONG THE SOUTH LINE OF SAID PLAT 3 TO THE WEST R.O.W. LINE OF NORTHWEST SCHOOL STREET; THEN NORTH ALONG SAID WEST R.O.W. LINE TO THE NORTH R.O.W. LINE OF NORTHWEST 5TH STREET; THEN EAST ALONG SAID NORTH R.O.W. LINE TO THE SOUTHEAST CORNER OF LOT 27, PARKVIEW TERRACE PLAT 1; THEN NORTH ALONG THE EAST LINE OF SAID PLAT 1 TO THE SOUTH R.O.W. LINE OF NORTHWEST 9TH STREET; THEN NORTHERLY TO THE SOUTHEAST CORNER OF LOT 6, PARKVIEW TERRACE PLAT 11; THEN NORTH ALONG THE EAST LINE OF SAID LOT 6 TO THE NORTH LINE OF SAID LOT 6; THEN WEST ALONG THE NORTH LINE OF PARKVIEW TERRACE PLAT 11 AND PARKVIEW TERRACE PLAT 10 TO THE EAST LINE OF PARKVIEW CAMPUS PLAT 2; THEN NORTH ALONG THE EAST LINE OF SAID PLAT 2, AND CONTINUING NORTH ALONG THE EAST LINE OF PARKVIEW CAMPUS PLAT 4 TO THE SOUTH R.O.W. LINE OF NORTHWEST 18TH STREET; THEN EAST ALONG SAID SOUTH R.O.W. LINE TO A POINT APPROXIMATELY 475 FEET EAST OF THE EAST R.O.W. LINE OF U.S. HIGHWAY 69 (NORTH ANKENY BOULEVARD); THEN SOUTH PARALLEL TO THE EAST R.O.W. LINE OF U.S. HIGHWAY 69 (NORTH ANKENY BOULEVARD) TO A POINT ON THE EAST R.O.W. LINE OF NORTH GRANT STREET AT THE NORTH END OF THE PRESENT STREET

R.O.W.; THEN WEST TO THE WEST R.O.W. LINE OF NORTH GRANT STREET; THEN SOUTH ALONG SAID WEST R.O.W. LINE TO THE SOUTH R.O.W. LINE OF NORTHEAST 5TH STREET; THEN WEST ALONG SAID SOUTH R.O.W. LINE TO THE EAST LINE OF ANKENY MALL; THEN SOUTH ALONG SAID EAST LINE TO THE NORTH R.O.W. LINE OF IOWA HIGHWAY 931 (EAST FIRST STREET); THEN EAST ALONG SAID NORTH R.O.W. LINE TO THE WEST LINE OF HAYES ACRES PLAT 1; THEN NORTH ALONG THE WEST LINE OF SAID PLAT 1 TO THE NORTHWEST CORNER OF LOT 6, HAYES ACRES PLAT 1; THEN EAST ALONG THE NORTH LINE OF SAID LOT 6 TO THE WEST R.O.W. LINE OF NORTHEAST TRILEIN DRIVE; THEN NORTH ALONG SAID WEST R.O.W. LINE TO THE SOUTH R.O.W. LINE OF NORTHEAST 5TH STREET; THEN EAST ALONG SAID SOUTH R.O.W. LINE AND CONTINUING EAST TO THE WEST R.O.W. LINE OF NORTHEAST DELAWARE AVENUE; THEN NORTH ALONG SAID WEST R.O.W. LINE; THEN EAST ALONG THE NORTH LINE OF LAKESHORE ESTATES TO THE POINT OF BEGINNING.

EXCLUDED FROM THE ABOVE DESCRIBED AREA IS THE FOLLOWING:

BLOCKS 1 & 2, ORIGINAL PLAT
LOTS 1 THROUGH 4, SUBDIVISION OF OUTLOT 1
BLOCKS 1 THROUGH 4, HILDRETH'S ADDITION
BLOCKS 1 THROUGH 4, HILDRETH'S 2ND ADDITION
WEST 1/2 BLOCK A, HAULMANS ADDITION
BLOCKS B AND C, HAULMANS ADDITION
WEST 1/2 BLOCK D, HAULMANS ADDITION

WHEREAS, a proposed Amendment No. 3 to the Plan ("Amendment No. 3" or "Amendment") for the Urban Renewal Area described above has been prepared, which proposed Amendment has been on file in the office of the City Clerk and which is incorporated herein by reference, the purpose of which is to add and/or confirm proposed urban renewal projects to be undertaken within the Urban Renewal Area; and

WHEREAS, it is desirable that the area be redeveloped as part of the overall redevelopment covered by the Plan, as amended; and

WHEREAS, this proposed Amendment No. 3 adds no new land to the Urban Renewal Area; and

WHEREAS, by resolution adopted on February 6, 2023, this Council directed that a consultation be held with the designated representatives of all affected taxing entities to discuss the proposed Amendment No. 3 and the division of revenue described therein, and that notice of the consultation and a copy of the proposed Amendment No. 3 be sent to all affected taxing entities; and

WHEREAS, pursuant to such notice, the consultation was duly held as ordered by the City Council and all required responses to the recommendations made by the affected taxing entities, if any, have been timely made as set forth in the report of the Economic Development Director, or

his delegate, filed herewith and incorporated herein by this reference, which report is in all respects approved; and

WHEREAS, by resolution this Council also set a public hearing on the adoption of the proposed Amendment No. 3 for this meeting of the Council, and due and proper notice of the public hearing was given, as provided by law, by timely publication in the Des Moines Register, which notice set forth the time and place for this hearing and the nature and purpose thereof; and

WHEREAS, in accordance with the notice, all persons or organizations desiring to be heard on the proposed Amendment No. 3, both for and against, have been given an opportunity to be heard with respect thereto and due consideration has been given to all comments and views expressed to this Council in connection therewith and the public hearing has been closed.

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

Section 1. That the findings and conclusions set forth or contained in Amendment No. 3 concerning the area of the City of Ankeny, State of Iowa, described in the preamble hereof, be and the same are hereby ratified and confirmed in all respects as the findings of this Council for this area.

Section 2. This Council further finds:

a) Although relocation is not expected, a feasible method exists for the relocation of any families who will be displaced from the Urban Renewal Area into decent, safe and sanitary dwelling accommodations within their means and without undue hardship to such families;

b) The Plan, as amended, and Amendment No. 3 conform to the general plan for the development of the City as a whole; and

c) Acquisition by the City is not immediately expected, however, as to any areas of open land to be acquired by the City included within the Urban Renewal Area:

i. Residential use is not expected, however, with reference to any portions thereof which are to be developed for residential uses, this City Council hereby determines that a shortage of housing of sound standards and design with decency, safety and sanitation exists within the City; that the acquisition of the area for residential uses is an integral part of and essential to the program of the municipality; and that one or more of the following conditions exist:

a. That the need for housing accommodations has been or will be increased as a result of the clearance of slums in other areas, including other portions of the urban renewal area.

b. That conditions of blight in the municipality and the shortage of decent, safe and sanitary housing cause or contribute to an increase in and

spread of disease and crime, so as to constitute a menace to the public health, safety, morals, or welfare.

c. That the provision of public improvements related to housing and residential development will encourage housing and residential development which is necessary to encourage the retention or relocation of industrial and commercial enterprises in this state and its municipalities.

d. The acquisition of the area is necessary to provide for the construction of housing for low and moderate income families.

ii. Non-residential use is expected and with reference to those portions thereof which are to be developed for non-residential uses, such non-residential uses are necessary and appropriate to facilitate the proper growth and development of the City in accordance with sound planning standards and local community objectives.

Section 3. That the Urban Renewal Area, as amended, continues to be an economic development area within the meaning of Chapter 403, Code of Iowa; that such area is eligible for designation as an urban renewal area and otherwise meets all requisites under the provisions of Chapter 403, Code of Iowa; and that the rehabilitation, conservation, redevelopment, development, or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of this City.

Section 4. That Amendment No. 3 to the Amended and Restated 1991 City of Ankeny Urban Renewal Plan of the City of Ankeny, State of Iowa, attached hereto as Exhibit 1 and incorporated herein by reference, be and the same is hereby approved and adopted as "Amendment No. 3 to the Amended and Restated 1991 City of Ankeny Urban Renewal Plan for the City of Ankeny, State of Iowa"; Amendment No. 3, including all of the exhibits attached thereto, is hereby in all respects approved; and the City Clerk is hereby directed to file a certified copy of Amendment No. 3 with the proceedings of this meeting.

Section 5. That, notwithstanding any resolution, ordinance, plan, amendment or any other document, Amendment No. 3 shall be in full force and effect from the date of this Resolution until the Council amends or repeals the Plan. The proposed Amendment No. 3 shall be forthwith certified by the City Clerk, along with a copy of this Resolution, to the Recorder for Polk County, Iowa, to be filed and recorded in the manner provided by law.

Section 6. That all other provisions of the Plan not affected or otherwise revised by the terms of Amendment No. 3, as well as all resolutions previously adopted by this City Council related to the Plan be and the same are hereby ratified, confirmed and approved in all respects.

PASSED AND APPROVED this 6th day of March, 2023.

Mayor

ATTEST:

City Clerk

EXHIBIT 1

AMENDMENT NO. 3

to the

AMENDED AND RESTATED 1991 CITY OF ANKENY URBAN RENEWAL PLAN

for

1991 URBAN RENEWAL AREA CITY OF ANKENY, IOWA

Original Plan – December 1991

Amended and Restated Plan – March 2018

Amendment No. 1 to the Amended and Restated Plan – March 2019

Amendment No. 2 to the Amended and Restated Plan – October 2021

Amendment No. 3 to the Amended and Restated Plan – March 2023

**AMENDMENT NO. 3
TO THE
AMENDED AND RESTATED 1991 CITY OF ANKENY URBAN RENEWAL PLAN
FOR THE
1991 URBAN RENEWAL AREA**

CITY OF ANKENY, IOWA

INTRODUCTION AND HISTORY

The City of Ankeny, Iowa (the “City”) adopted the 1991 City of Ankeny Urban Renewal Plan for the 1991 Urban Renewal Area (the “Urban Renewal Area” or “Area”) in 1991. In 2018, the City adopted the Amended and Restated 1991 City of Ankeny Urban Renewal Plan (the “Amended and Restated Plan” or “Plan”) for the Urban Renewal Area. The Amended and Restated Plan previously has been amended in 2019 and in 2021.

The Amended and Restated Plan is being amended with the adoption of this Amendment No. 3 to the Amended and Restated 1991 City of Ankeny Urban Renewal Plan (“Amendment No. 3” or “Amendment”), in order to add and/or confirm proposed urban renewal projects for the Area. This Amendment adds no new land to the Area and has no effect on the duration of the Plan or the Area.

Except as modified by this Amendment, the provisions of the Plan are hereby ratified, confirmed, and approved and shall remain in full force and effect as provided herein. In case of any conflict or uncertainty, the terms of this Amendment shall control. Any subsections in the Plan not mentioned in this Amendment shall continue to apply to the Plan.

DEVELOPMENT PLAN

The City has a general plan for the physical development of the City as a whole, outlined in The Ankeny 2040 Plan, adopted April 2, 2018 and updated January 17, 2023. The Plan and this Amendment, including the urban renewal projects identified herein, are in conformity with The Ankeny 2040 Plan.

The Plan, as amended, does not in any way replace the City’s current land use planning or zoning regulation process.

Any urban renewal projects related to the need for improved traffic, public transportation, public utilities, recreational and community facilities, or other public improvements within the Urban Renewal Area are set forth in the Plan and this Amendment. As the Area continues to develop, the need for public infrastructure extensions and upgrades will be evaluated and planned for by the City.

PREVIOUSLY APPROVED URBAN RENEWAL PROJECTS

Numerous urban renewal projects were authorized prior to the date of this Amendment and are continuing. Such projects are not listed in this Amendment but consist of a variety of urban renewal projects described in the Amended and Restated Plan.

ELIGIBLE URBAN RENEWAL PROJECTS **(Amendment No. 3)**

Although certain project activities may occur over a period of years, the eligible urban renewal projects under this Amendment include:

1. Public Improvements:

Project	Estimated Project Date	Estimated Cost	Rationale
Street and sidewalk construction to add parking stalls on SW Cherry, south of SW 3 rd Street to SW 5 th Street, SW Walnut Street, south of SW 3 rd Street to SW Railroad Drive and new diagonal stalls on SW 3 rd Street, west of SW Pleasant Street. Improvements to include roadway and streetscape enhancements – including street parking, landscaping, lighting, and sidewalk improvements.	2023 - 2025	\$950,000 – \$1,900,000	Adding public parking will promote commercial redevelopment
TOTAL		\$950,000 - \$1,900,000	

2. Future Development Agreements: The City expects to consider requests for development agreements for projects that are consistent with this Plan, in the City's sole discretion. Such agreements are unknown at this time, but based on past history, and dependent on development opportunities and climate, the City expects to consider a broad range of incentives as authorized by this Plan, including but not limited to land, loans, grants, tax rebates, infrastructure assistance and other incentives. The City Council has in the past generally considered incentives such as property tax rebates ranging from 50% to 100% of the property tax increment generated from the increased assessed valuation by the construction of the eligible project. However, the City has discretion to change the use of incentives at any time without notice, depending on the facts and circumstances. Certain tax levies are not included as part of the property tax increment rebates, such as debt service levies, certain school levies, and other levies as may be determined by the legislature. The City's use of property tax increment rebates as an incentive for a project is also impacted by a project's use of or eligibility for tax abatement or other incentives. With this

Amendment, the City has estimated the total costs to be funded or reimbursed from tax increment for all types of incentives described above to be awarded after the adoption of this Amendment within the entire Area. Accordingly, the costs of such development agreements to be approved after this Amendment in this Area will not exceed \$10,000,000.

3. Planning, engineering fees (for urban renewal plans), attorney fees, administration, other related costs to support urban renewal projects and planning:

Project	Estimated Date	Estimated Cost to be funded by TIF Funds
Costs associated with attorney and bond counsel review of urban renewal activities and development agreements, economic planning and engineering related studies, and other administrative costs.	Market or program driven as need arises.	Not to exceed \$500,000

FINANCIAL INFORMATION

1.	Current Constitutional Debt Limit	\$395,854,796
2.	Current Outstanding General Obligation Debt	\$110,000,000
3.	Proposed amount of indebtedness to be incurred: A specific amount of debt to be incurred for the Eligible Urban Renewal Projects (Amendment No. 3) has not yet been determined. This document is for planning purposes only. The estimated project costs in this Amendment are estimates only and will be incurred and spent over a number of years. In no event will the City's constitutional debt limit be exceeded. The City Council will consider each project proposal on a case-by-case basis to determine if it is in the City's best interest to participate before approving an urban renewal project or expense. It is further expected that such indebtedness, including interest on the same, may be financed in whole or in part with tax increment revenues from the Urban Renewal Area. Subject to the foregoing, it is estimated that the cost of the Eligible Urban Renewal Projects (Amendment No. 3) as described above to be funded by TIF Funds will be approximately as stated in the next column:	\$11,450,000 - \$12,400,000 for future projects This total does not include financing costs related to debt issuance, which will be incurred over the life of the Area

REPEALER AND SEVERABILITY

Any parts of the Plan in conflict with this Amendment are hereby repealed. If any part of this Amendment is determined to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity of the previously adopted Amended and Restated Plan as a whole, or any part of this Amendment or the Plan not determined to be invalid or unconstitutional.

EFFECTIVE PERIOD

This Amendment will become effective upon its adoption by the City Council. The Amended and Restated Plan, as amended, shall remain in effect until repealed by the City Council.

The use of incremental property tax revenues, or the “division of revenues,” as those words are used in Chapter 403 of the Code of Iowa, shall continue on the Area for the maximum period allowed by law.

Because the original Plan was adopted in 1991, before the effective date (January 1, 1995) of the Iowa Code Section 403.17 requirement that the division of revenue be limited to twenty years in areas that are established on the basis of an economic development finding, the division of revenue in the Area has no statutorily required expiration date or sunset. With the adoption of the Amended and Restated Plan, the City extended a self-imposed sunset date on the division of revenue that had been in the original 1991 City of Ankeny Urban Renewal Plan to June 30, 2038 and thereafter for so long as necessary for incremental taxes pursuant to Section 403.19, Code of Iowa, or successor provisions, to fully pay all loans, monies advanced or indebtedness incurred by the City of Ankeny, Iowa, to finance or refinance projects approved prior to June 30, 2038. Nothing in this Amendment alters the Amended and Restated Plan with respect to the time period for the division of revenue in the Area.

CERTIFICATE

STATE OF IOWA

)

) SS

COUNTY OF POLK

)

I, the undersigned City Clerk of the City of Ankeny, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective city offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2023.

City Clerk, City of Ankeny, State of Iowa

(SEAL)



ANKENY CITY COUNCIL

City Council Agenda

March 6, 2023

5 : 30 PM

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns



Print

ORIGINATING DEPARTMENT:

City Manager

COUNCIL GOAL:

Deliver Exceptional Service

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Proposed 2023 Municipal Space Needs Study

Architectural Services Agreement with OPN Architects, Inc.

EXECUTIVE SUMMARY:

The action before the City Council is the approval of a professional services agreement with OPN Architects, Inc., to provide expertise and facilitate in the process of completing a municipal space needs study for the City. The main emphasis of the study will be to investigate the opportunities available for relocating or expanding existing City facilities in part due to the substantial growth the City has experienced and is projected to experience in the future. A previous facility needs study was completed in 2015 that led to several recommendations being implemented such as the construction of the new Kirkendall Library in Prairie Trail, renovating the current Public Services Building, and renovating the vacated council chambers in City Hall.

The intent of City staff is to have an overall study completed as a joint effort between the staff and the

architect utilizing previously completed studies, design work, and current and future needs of City departments. The study will be a comprehensive review of City buildings that will also provide conceptual options for the best way to locate/relocate the departments in an economically efficient approach currently housed in the Public Services Building, City Hall, Police Headquarters, Public Works Maintenance Facility (including the Water Department portion), and the Sanitary Sewer Maintenance Facility.

Included in that comprehensive review will be a focus on the strengths and weaknesses of the buildings, possible expansions of those buildings, relocating offices to other buildings, constructing new buildings on City property, and re-utilizing or disposing of unused properties. Also included will be the development of an immediate (12 months), short-term (1-4 years), mid-term (5-10 years), and a long-term (10+ years) sequence of events, establishing the necessary stages of design, construction and/or remodeling activity.

OPN Architects was chosen by staff to complete this study after an RFP process and interviews. They propose to complete the study for an amount not to exceed \$67,200. The duration of the study can be expected to take four (4) months. The scope of the architectural services and corresponding fees for the services are shown in the attached consultant agreement.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the City Council approve the Professional Services Agreement with OPN Architects, Inc.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to approve an Architectural Services Agreement with OPN Architects, Inc., for architectural services for the 2023 Municipal Space Needs Study in an amount not to exceed \$67,200.00 and authorize the Mayor to execute said agreement.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 OPN Contract
 OPN Contract Supplemental
 OPN 2023 Hourly Rates
 Workplan Matrix



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Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Fifteenth day of February in the year Two Thousand Twenty-Three

(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
410 W. 1st St.
Ankeny, IA 50023
Telephone Number: 515.965.6426

and the Architect:
(Name, legal status, address and other information)

OPN Architects, Inc.
100 Court Avenue
Suite 100
Des Moines, Iowa, Iowa 50309
Telephone Number: 515.309.0722

for the following Project:
(Name, location and detailed description)

Ankeny Municipal Space Needs Study
OPN Project No: 23806000

REMIT ALL PAYMENTS TO:
OPN Architects, Inc.
200 5th Avenue SE, Suite 201
Cedar Rapids, Iowa 52401

ATTN: Vickie Choate (vchoate@opnarchitects.com)
Becky Ulferts (bulferts@opnarchitects.com)

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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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.)

Conduct a Space Needs Study to investigate the opportunities available for relocating or expanding existing City facilities. The City facilities of focus will be the following: The Public Services Building, City Hall, Police Headquarters, Public Works Maintenance Facility, and portions of the Sanitary Sewer Maintenance Facility. Study will identify needs and develop options that ensure a high efficiency workplace, flexibility, improvement needs and phasing plan for the next 5, 10, and 20 years.

Key Components of the Study will include:

- Existing Facilities Inventory / Maintenance / Life Expectancy
- Expansion / Future Capacity Requirements
- Space and Programming Needs Assessments
- Formulation of Options / Concept Building and Site Plans
- Phasing Plans / Basic Code Compliance / Cost Estimate

§ 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.)

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Refer to Exhibit B – Scope of Work Matrix for additional information.

Facilities to be Evaluated include:

Public Services Building - 1210 NW Prairie Ridge Dr.

City Hall - 410 W. 1st St.

Police Headquarters - 411 SW Ordnance Road

Public Works Maintenance Facilities - 211 SE Lorenz Dr.

- PW and Vehicle Maintenance Building
- Cold Storage and Waterworks Building
- Salt Storage Building

Portions of the Sewer Treatment Plant - 1102 SE Creekview Dr.

- Administration Building
- Maintenance Building

§ 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.)

N/A

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

N/A

.2 Construction commencement date:

N/A

.3 Substantial Completion date or dates:

N/A

.4 Other milestone dates:

Study complete by no later than July 1, 2023

§ 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.)

N/A

§ 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.)

N/A

(Paragraph Deleted)

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Brandt Johnson. Assistant to the City Manager

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City of Ankeny
410 W. 1st St
Ankeny, IA 50023
bjohnson@ankenyiowa.gov
515-965-6426

§ 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.)

N/A

§ 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

.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.)

Brett Mendenhall, AIA
OPN Architects, Inc.
100 Court Avenue, Suite 100
Des Moines, Iowa 50309
Telephone Number: 515.309.0722

§ 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

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.2 Mechanical Engineer:

Modus Engineering
130 East 3rd St.
Des Moines, IA 50309

.3 Electrical Engineer:

Modus Engineering
130 East 3rd St.
Des Moines, IA 50309

§ 1.1.11.2 Consultants retained under Supplemental Services:

DCI Group – Cost Estimation Services
220 SE 6th Street, Suite 200
Des Moines, IA 50309

§ 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 AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at 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

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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 One Million Dollars (\$1,000,000) each accident, One Million Dollars (\$1,000,000) each employee, and One Million Dollars (\$1,000,000) 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 Two Million Dollars (\$ 2,000,000) per claim and Two Million Dollars (\$ 2,000,000) 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 policies 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, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 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. 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 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 .

(Paragraphs Deleted)

§ 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.

§ 3.2 Schematic Design Phase Services – Not included

(Paragraphs Deleted)

§ 3.3 Design Development Phase Services – Not included

(Paragraphs Deleted)

§ 3.4 Construction Documents Phase Services – Not included

| *(Paragraphs Deleted)*

| **§ 3.5 Procurement Phase Services – Not included**

| *(Paragraphs Deleted)*

| **§ 3.6 Construction Phase Services – Not included**

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(Paragraphs Deleted)

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 <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Architect*
§ 4.1.1.2 Multiple preliminary designs	Architect*
§ 4.1.1.3 Measured drawings	Not Provided - Add Service
§ 4.1.1.4 Existing facilities surveys	Architect*
§ 4.1.1.5 Site evaluation and planning	Architect*

§ 4.1.1.6 Building Information Model management responsibilities	Not Provided - Add Service
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided - Add Service
§ 4.1.1.8 Civil engineering	Not Provided - Add Service
§ 4.1.1.9 Landscape design	Not Provided - Add Service
§ 4.1.1.10 Architectural interior design	Not Provided - Add Service
§ 4.1.1.11 Value analysis	Not Provided - Add Service
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not Provided - Add Service*
§ 4.1.1.13 On-site project representation	Not Provided - Add Service
§ 4.1.1.14 Conformed documents for construction	Not Provided - Add Service
§ 4.1.1.15 As-designed record drawings	Not Provided - Add Service
§ 4.1.1.16 As-constructed record drawings	Not Provided - Add Service
§ 4.1.1.17 Post-occupancy evaluation	Not Provided - Add Service
§ 4.1.1.18 Facility support services	Not Provided - Add Service
§ 4.1.1.19 Tenant-related services	Not Provided - Add Service
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Not Provided - Add Service
§ 4.1.1.21 Telecommunications/data design	Not Provided - Add Service
§ 4.1.1.22 Security evaluation and planning	Not Provided - Add Service
§ 4.1.1.23 Commissioning	Not Provided - Add Service
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Provided - Add Service
§ 4.1.1.25 Fast-track design services	Not Provided - Add Service
§ 4.1.1.26 Multiple bid packages	Not Provided - Add Service
§ 4.1.1.27 Historic preservation	Not Provided - Add Service
§ 4.1.1.28 Furniture, furnishings, and equipment design	Not Provided - Add Service
§ 4.1.1.29 Other services provided by specialty Consultants	Not Provided - Add Service
§ 4.1.1.30 Other Supplemental Services	Not Provided - Add Service

§ 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.)

4.1.1.1 – Programming

Macro level Programming assistance required to evaluate space needs, adjacency requirements, and projected growth in departments. Detailed programming for individual spaces is not required.

4.1.1.2 - Multiple Preliminary Designs

1-2 concept designs for each department's facilities will be prepared. These concepts will show functional relationships and relative size on building and site plans.

4.1.1.4. – Existing Facilities Survey

Basics Facilities Inventory will be conducted for each building. Building Plans and information for use by OPN will be provided by the City. A more detailed inventory will be conducted for the Public Works Facilities and the Sewer

Treatment Facilities that will include 1) maintenance items, 2) associated cost estimates, and 3) estimation of the facility life expectancy.

4.1.1.5 – Site evaluation and planning

Concepts for use of existing sites to accommodate new additions or new construction will be illustrated on site plans. No new site evaluation is required.

4.1.1.12 – Detailed Cost Estimation

Detailed Cost Estimation is not provided. Conceptual costs will be developed on improvement and concept options based on current market SF costs.

§ 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 Provided - Add Service

(Paragraph Deleted)

§ 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 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;

(Paragraphs Deleted)

8. Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

(Paragraphs Deleted)

| (Paragraphs Deleted)

| (Paragraph Deleted)

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.

| (Paragraph Deleted)

§ 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.

| (Paragraphs Deleted)

§ 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.

§ 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.

Init.

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User Notes:

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§ 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 Communications by and with the Architect's consultants shall be through the Architect.

(Paragraphs Deleted)

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.

(Paragraph Deleted)

§ 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 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.

(Paragraphs Deleted)

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 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. 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 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 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 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

☒ 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.

(Paragraphs Deleted)

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:

Not
Applicable

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

Not Applicable

(Paragraph Deleted)

§ 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.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the State of Iowa. 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.

§ 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.

(Paragraph Deleted)

§ 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)

Municipal Facilities Space Needs Study:

(Paragraph Deleted)

OPN Architects	Conditions Survey	\$ 5,400.00
	Programming / Needs Assessment	\$ 16,300.00
	Concept Options	\$ 7,500.00
	Study Documentation	\$ 30,600.00

Modus Engineering		\$ 3,500.00
DCI Group – Cost Estimation		\$ 3,900.00
	Total Fee & Expenses	\$ 67,200.00

(Paragraph Deleted)

REMIT ALL PAYMENTS TO:
OPN Architects, Inc.
200 Fifth Avenue SE, Suite 201

(Paragraph Deleted)

Cedar Rapids, Iowa 52401

ATTN: Vickie Choate (vchoate@opnarchitects.com)

Becky Ulferts (bulferts@opnarchitects.com)

§ 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.)

Included in 11.1

§ 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.)

Stipulated Sum per service or per Standard Hourly Rates

§ 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 Zero percent (0 %).

§ 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:

Space Needs Study	one hundred	percent (	100	%)
Schematic Design Phase				
Design Development Phase		percent (		%)
Construction Documents		percent (		%)
Phase				
Procurement Phase		percent (		%)
Construction Phase		percent (		%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 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.

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§ 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.)*

Per Exhibit A - Standard Hourly Rates or as noted below

Employee or Category	Rate (\$0.00)
----------------------	---------------

§ 11.8 Compensation for Reimbursable Expenses – Included in 11.1

§ 11.8.1 Reimbursable Expenses are included in compensation for Basic and Supplemental 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.

§ 11.9 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 (\$ 0) 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.

§ 11.10.2 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.)

1.5 % Monthly

§ 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.

§ 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.)

Not Applicable

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. 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
- .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.)

- .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.)

☒ 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.)

Exhibit A – Standard Hourly Rates

Exhibit B – Ankeny Municipal Space Needs Study - Scope of Work Matrix

- .4 Other documents:

(List other documents, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

Init.

OWNER (Signature)

Mark E. Holm, Mayor – City of Ankeny, IA
(Printed name and title)

ARCHITECT (Signature)

Rick S. Seely, AIA, Principal
(Printed name, title, and license number, if required)



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User Notes:

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Cedar Rapids

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Cedar Rapids, Iowa 52401
(319) 363-6018

Des Moines

100 Court Avenue Ste. 100
Des Moines, Iowa 50309
(515) 309-0722

Iowa City

24 ½ S. Clinton Street Ste. 1
Iowa City, Iowa 52240
(319) 363-6018

Madison

301 N. Broom Street Ste. 100
Madison, Wisconsin 53703
(608) 819-0260

Minneapolis

323 N. Washington Avenue Ste. 200
Minneapolis, Minnesota 55401
(612) 468-6851

opnarchitects.com

OPN ARCHITECTS

Hourly Rates - 2023

Principal	\$250
Associate Principal	\$185
Associate	\$170
Healthcare Planner	\$205
Senior Project Manager/Senior Project Architect	\$145
Project Manager/Project Architect	\$125
Architect	\$115
Intern Architect 3	\$100
Intern Architect 1-2	\$80
Senior Interior Designer	\$115
Interior Designer	\$90
Construction Administrator	\$105
Architectural Technician	\$85
Directors of Business Support	\$130
Business Support Specialist	\$95
Marketing Specialist	\$90
Administrative Support	\$65
College Interns	\$50

These rates are subject to an annual adjustment on or around January 1, and your contract will adjust accordingly.

ANKENY CITY FACILITIES SPACE NEEDS STUDY
WORKPLAN MATRIX
EXHIBIT B

	EXISTING FACILITIES INVENTORY SURVEYS				EXPANSION / FUTURE NEEDS ASSESSMENTS BUILDING SPACE ANALYSIS					EXPANSION / REMODEL / REPLACE OPTIONS			PHASING PLANS		COSTS
	CONDITION ASSESSMENT NARRATIVE	CONDITION ASSESSMENT MAJOR MAINTENANCE ISSUES - DETAILED W/COSTS	LIFE EXPECTENCY ANALYSIS NARRATIVE	HIGH LEVEL CODE COMPLIANCE	STAFF GROWTH ANALYSIS (Demographic Data Furnished by City)	SPACE NEEDS ASSESSMENT NARRATIVE	WORKSPACE ANALYSIS NARRATIVE	PROGRAMMATIC SPACE ANALYSIS (Floor Plan Diagram)	DIAGRAM OF FUNCTIONAL RELATIONSHIPS (DFR)				5 - 10 - 20 YEAR LOOKOUTS	TIMELINE	COST ANALYSIS (For Expansion / Remodel / Replacement Options)
Public Works Maintenance Campus															
VEHICLE MAINTENANCE BUILDING	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
WATERWORKS BUILDING	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
SALT STORAGE BUILDING	●	●	●	●	●	●	●	●	●	●		●	●	●	●
Sewer Treatment Campus															
ADMINISTRATION BUILDING	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
MAINTENANCE BUILDING	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
CITY HALL	●		●	●	●	●	●	●	●	●		●	●	●	●
POLICE HEADQUARTERS	●		●	●	●	●	●	●	●	●	●		●	●	●
(Former Library) PUBLIC SERVICES BUILDING	●		●	●	●	●	●	●	●	●	●		●	●	●



ANKENY CITY COUNCIL

City Council Agenda

March 6, 2023

5 : 30 PM

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Proposed NW State Street Extension Preliminary Design

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 preliminary design engineering services needed for the NW State Street Extension Preliminary Design project.

A study was performed in 2017 to evaluate alignments for the NW State Street extension from NW 36th Street to NW Irvinedale Dr. at the NW 54th St./County NW 126th Ave. intersection. The study assessed potential land use, drainage, environmental and access impacts to aid the City in making decisions regarding the street extension and future development. The study identified a preferred horizontal alignment for NW State Street that will be used as the basis for the survey, traffic study, functional design, and preliminary design.

The scope of professional services and corresponding fees are shown in the attached Professional Services Agreement. The total fee for the professional services is \$473,400.00.

It is recommended that the City Council approve the Professional Services Agreement with Foth Infrastructure and Environment, LLC.

FISCAL IMPACT: No

The project is included in the City's 2023 - 2027 Capital Improvement Program with the preliminary design scheduled to be completed in 2023.

CITY MANAGER'S RECOMMENDATIONS:

Approve the Professional Services Agreement with Foth Infrastructure and Environment, LLC., for the preliminary design engineering services for the NW State Street Extension Preliminary Design project in an amount not to exceed \$473,400.00 and 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 Foth Infrastructure and Environment, LLC., for the preliminary design engineering services for the NW State Street Extension Preliminary Design in an amount not to exceed \$473,400.00 and the Mayor to execute said agreement.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Professional Services Agreement

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

NW State Street Extension NW 36th Street to NW 54th Street & Irvinedale Drive Intersection

This Agreement is made and entered into this 6th day of March 2023, 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	\$ 61,000
B. Design Surveys and Mapping	\$ 99,000
C. Traffic Engineering Services	\$ 68,000
D. Functional Design	\$114,600
E. Environmental Services	\$ 24,800
F. Preliminary Design	\$106,000
TOTAL	\$473,400

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
Attn: Mitch Wedell, P.E.
Address: 1210 NW Prairie Ridge Drive
City, State: Ankeny, IA 50023

Name: Foth Infrastructure and Environment, LLC
Attn: Andy Floy, P.E.
Address: 8191 Birchwood Court, Suite L
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.
- 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. 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

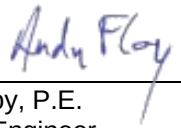
This Agreement may be executed in any number of counterparts, each of which shall constitute an original document, no other counterpart needing to be produced, and all of which when taken together shall constitute the same instrument.

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

CITY OF ANKENY, IOWA

BY: _____


Andy S. Floy, P.E.
Lead Civil Engineer

BY: _____

Mark Holm, Mayor

WITNESS

ATTEST


Name: Molly D. Long, P.E.

Title: Lead Civil Engineer

Name: _____

Title: _____

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 analysis and design for the project.

The project consists of the preliminary design of NW State Street north from NW 36th Street to existing NW Irvinedale Drive at the NW 54th Street intersection, approximately 9,100 linear feet. The NW State Street alignment will be based on Concept 1 in HDR's Final Technical Memo for the NW State Street Extension Study completed in 2017. The Consultant will complete a traffic study for Concept 1 that includes traffic model development, capacity and operational analyses, and recommended improvements. The Consultant will complete project coordination activities, design surveys, boundary surveys, geotechnical exploration, functional roadway design, and preliminary roadway design. Services will also include traffic signal design, environmental services, storm sewer, and water main. This scope of services is based on the following project assumptions:

Project Assumptions

- The conceptual design work previously completed by HDR as part of the NW State Street Extension Study (November 2017) will be used as a basis to begin preliminary design. The recommended alignment is Concept 1.
- The traffic study will follow the City's *Traffic Impact Study Requirements for Proposed Developments* memorandum dated September 2019.
- The traffic study limits are NW Irvinedale Drive on the west, NW 36th Street on the south, NW Ash Drive on the east, and NW 54th Street on the north.
- All traffic count information will be provided by the City. The background traffic conditions from Snyder & Associates Exhibits 4, 5, and 6 will be used.
- The phased build-out described in the HDR study will be used as a basis for the roadway typical cross-section of NW State Street. Both the interim build condition and the full build condition will be considered in the preliminary roadway design and estimation of construction costs.
- Survey, environmental services, and preliminary design limits of NW State Street will be from NW 36th Street to the intersection of NW Irvinedale Drive at NW 54th Street.
- The current Statewide Urban Design and Specifications (SUDAS) and the City of Ankeny Supplemental Specifications shall apply to design work on this project.
- A northbound left turn lane, northbound right turn lane, and other capacity needs on NW State Street at NW 36th Street will be included in the preliminary design.
- Roundabout geometric concepts will be developed for the intersections of NW State Street with NW 43rd Street, NW Abilene Road, NW Irvinedale Drive, and NW 54th Street.
- A 12-inch water main will be designed along the east and north sides of NW State Street from NW 36th Street to NW Abilene Road.
- Storm sewer preliminary design limits will be from NW 36th Street to the intersection of NW Irvinedale Drive at NW 54th Street.
- The project will incorporate City fiber optic conduit(s) within the limits of the project.
- Project functional design, including vertical profile, will be completed by end of August 2023. Preliminary design will be completed by end of October 2023.

The scope of services to be performed by the Consultant shall be 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 all information available 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 regarding the Project.

A. Project Coordination

The Consultant will complete the following project coordination tasks.

1. Design Development Meetings

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 at the Public Services Building that will be attended by three (3) staff members of the Consultant.

The following meetings are included with the scope of work:

- Design Criteria/Project Kickoff – One (1) meeting
- Functional Design Phase – One (1) meeting
- Preliminary Design Phase – One (1) meeting

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.

2. Public Information Meetings – Task not included.

3. Individual Property Owner Meetings – Task not included.

4. Design Utility Coordination Meetings – Task not included.

5. Periodic Meetings with Local Elected Officials – Task performed by City.

6. Property Impact Display

Prepare a property acquisitions display strip map which will consist of aerial imagery and show the proposed roadway 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 display will be labeled with key parcel information and reference individual easement square footage areas. The display will be used for initial right-of-way discussions and verification in advance of the preparation of acquisition plats.

7. Quality Control

Involve ongoing quality control input from the Project Team and the Consultant's design engineer's senior technical staff throughout the development of functional and preliminary design. The design engineer is responsible for making specific recommendations and ensuring that critical issues are discussed and resolved prior to submittal of the functional plan set and 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.

8. Project Management (Eight (8) months, March 2023 – October 2023)

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.

B. Design Surveys and Mapping

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:

1. Control Survey

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. The City shall supply information on any datums, benchmarks, or control points they want to see utilized in design and plans.

Vertical datum for this survey is relative to NAVD88, computed using Geoid 18. Horizontal datum is NAD83.

Mobile LiDAR and Aerial targets control shall be based on base/rover GNSS survey system to establish coordinates on target points identified to be utilized for the mobile LiDAR and sUAS system. Each photo control point will be observed twice separated by a 3–4 hour window to allow different satellite geometry to verify coordinate accuracy.

2. Topographic Survey

a. Small Unmanned Aerial Aircraft System (sUAS) Acquisition

Utilizing a sUAS with a 40 megapixel camera equipped aircraft to capture the Drone Study Area (shown below). Overlapping semi-autonomous flights will be conducted at estimated at 350 ft above ground at a flight speed of 7-12 mph to allow sufficient data density and varied collection reference paths in order to prevent data shadowing from objects in project area. The sUAS system is a post-processing kinematic survey-grade sensor equipped for direct-georeferenced imagery collected. Using a combination of Context Capture software and TopoDOT, the LiDAR data will be processed and filtered to remove noise in order to support DTM extraction of the bare-earth model. Ground surveyed observations will be used additionally to help QA/QC the sUAS LiDAR data to confirm it's consistent with project specifications. sUAS operators will be FAA Part 107 certified remote pilots with a current operational certificate rating. The sUAS flight team will be a 2-person flight team to include a forward observer for additional site safety and assist the main remote pilot during active flights for equipment management. Also, all staff will wear ANSI 107 Class II safety vests.

b. Mobile LiDAR

Utilizing the Riegl VMX-2HA system, mounted on a standard pickup truck, will make multiple passes along each corridor in each direction acquiring LiDAR data and digital imagery within the limits described below. A rolling traffic block shall be implemented during data collection, this approach will help limit "traffic noise" in the scan data, which will block the scanners line-of-sight of the full roadway prism and potentially critical design features. The speed of the mobile LiDAR vehicle, and rolling traffic break, is typically just below the posted speed limit, resulting in minimal disruption to normal traffic flow. The consultant will coordinate rolling traffic blocks with the City.

c. Traditional Field Survey

This task includes field survey to supplement the sUAS/Mobile LiDAR Survey as necessary for the project design. The task will include surveying features not included in the Photogrammetric/LiDAR Survey Task. Horizontal and vertical accuracies shall be adequate to produce a map that is compatible with the photogrammetric data for incorporation in the digital terrain model as necessary.

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 digital terrain model.

3. Utility Survey

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. Utilities will be collected according to ASCE SUE quality levels (Level A-D) and will be shown and described on the plans.

This task consists of field survey indicating the location of utilities within the proposed right-of-way for the project. The Consultant will field locate utility locations established by others. 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.

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.

5. 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 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 includes incorporation of property lines, right-of-way lines, easement lines, and ownership of properties affected by the project into the base mapping for the project. The base mapping will identify the owners and boundaries of all appropriate parcels within the survey limits.

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, easement lines, and property ownership for parcels located within the project limits into the base map. For budgetary purposes, it is assumed that eleven (11) parcels fall within the project limits.

7. Preparation of Acquisition Plats and Legal Descriptions – Task not included.

8. Right-of-Way/Easement Staking – Task not included.

9. Soil-Boring Location Survey

Perform soil-boring location surveys to establish location and elevation of proposed geotechnical investigations consisting of approximately eighteen (18) soil borings.

10. Utility Relocation Staking – Task not included.

11. 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, anticipate schedule and contact information. Letter to be drafted by the Consultant and distributed by the City following review and approval.

C. Traffic Engineering Services

The following tasks are based on discussions with City of Ankeny staff and the requirements of the City's *Traffic Impact Study Requirements for Proposed Developments* memorandum dated September 2019. The Consultant shall review the traffic counts and crashes, conduct traffic operation analysis, conduct a crash analysis, and develop recommendations for roadway improvements.

1. Traffic Project Coordination

The project discipline lead will be responsible for task identification, staff scheduling and coordination, traffic project communications, and other important elements of the project. The traffic study project duration is assumed to be approximately twelve (12) weeks.

2. Traffic Review Meetings

Maintain communications with the project development team and various other designated representatives. The project development team will include the City of Ankeny traffic, development, and engineering staff, and the project Consultant. The meetings will serve to establish schedules, promote a dialog between the various entities, improve the decision-making process, and expedite recommendation development. Prepare minutes of meetings and keep documentation of other communications. For budget purposes, it is assumed three (3) meetings will be attended at the Ankeny Public Services Building by two (2) staff members of the Consultant.

3. Traffic Model Development & Analysis

The traffic model development and analysis shall incorporate, at a minimum, traffic engineering principles and standards as presented in SUDAS, City standards, and national practices. While preparing the traffic model and analysis, the development of traffic forecasts will follow the forecasting parameters agreed to by the City.

a. Model Development

Consultant will develop a base Vistro model of the study area for the AM and PM peak hours with 2022 data. City provided information will be used to populate the model. Additional models will be created in Vistro from the base model for future operations. Vistro uses Highway Capacity Manual 6th Edition (HCM6) principles to evaluate intersection capacities. For stop-controlled intersections, Highway Capacity Manual (HCM) 2010 methodologies will be used. Sidra software following HCM6 methodologies will be used to assess roundabout intersection control. The Vistro models will be converted to Synchro Version 11 for the model deliverable to the City.

The fourteen intersections identified in the Snyder & Associates 2022 NW State Street Extension study figures 4, 5, and 6, shown in Exhibit 1, will be used to develop the model.

b. Land Use

The Consultant will use City provided site plans to determine future land use that may impact traffic volumes for the project area. Programmed improvements to road capacities

will also be coordinated with City Staff. Vistro, a traffic impact assessment software compatible with VISSIM, will be used to create and track the trips generated from existing and potential developments.

c. Trip Generation and Distribution – Year 2030

The Consultant, with City Staff, will determine if there are any redevelopments in the project area. The Consultant will estimate the volume of traffic expected to be generated by any proposed redevelopments based on trip generation rate data published in the ITE Trip Generation Manual, latest edition. If data for the specific proposed use is not available, or if other sources are used, the City must approve the estimated rates to be used. Traffic will be generated for the weekday AM and PM peak hours. The traffic generation of any existing facilities will be subtracted from the traffic generation of any proposed new facilities to determine the net new trip generation. The net new traffic generation will be distributed to the study area intersections based on the 2022 NW State Street Extension study by Snyder & Associates, figures 4, 5, and 6 shown in Exhibit 1. To estimate growth of background traffic from 2022 to 2030, the City's estimated population growth will be used. The estimated 2018 population is 65,000 residents growing to an estimated 2040 population of 108,000 to 130,000 residents. The background traffic growth will be added to the 2022 traffic to get 2030 base traffic. The generated and distributed traffic will be added/subtracted to the 2030 base traffic and the new volumes will be used as the basis for the 2030 operational analysis. 24-hour volumes from the 2022 NW State Street Extension study by Snyder & Associates will be used to determine the corridor ADT using Iowa DOT expansion factors.

The Consultant will submit a summary of the trip generation, distribution, and assignment to the City for review and approval prior to conducting any traffic operational analysis. After the City accepts the traffic summary or makes recommendations and/or modifications to the trip generation, distribution, or assignment, then the Consultant may proceed with the Traffic Operational Analysis, as outlined below.

d. Future Trip Generation and Distribution – Year 2045

The Consultant will develop year 2045 traffic projections in the study area for the weekday AM and PM peak hours and the ADT volumes for routes within the study area based above 2030 trip generation development and proposed future land uses. The Consultant will estimate the volume of traffic expected to be generated by any proposed developments from the City provided site plans based on trip generation rate data published in the ITE Trip Generation Manual, latest edition. The trips will be distributed to the road network based on regional traffic patterns established in adjacent completed traffic studies and City Staff guidance. The distributed traffic, along with background traffic growth from 2030 to 2045 based on City population, will be added to the 2030 traffic and the new volumes will be used as the basis for the 2045 operational analysis.

The Consultant will submit a summary of the trip generation, distribution and assignment to the City review and approval prior to conducting any 2045 traffic operational analysis. After the City accepts the 2045 traffic summary or makes recommendations and/or modifications to the trip generation, distribution, or assignment, then the Consultant may proceed with the Traffic Operational Analysis, as outlined below.

e. Traffic Operational Analysis – Year 2030 & 2045

The Consultant will perform an operational analysis and modeling of the project study area. The modeling will be conducted to serve as a tool to graphically illustrate future roadway improvements and impacts to traffic operation. This section shall include the analysis for corridors and fourteen (14) intersections within the study area.

After receiving acceptance of the 2030 & 2045 traffic volumes from the City, the Consultant will analyze the study area intersections and corridors for the typical weekday AM and PM peak hours for the following scenarios:

- Opening Day Year 2030 – partial build of adjacent developments per developers' currently planned build-out schedule(s).
- Future Year 2045 Conditions – full build of adjacent developments

Prepare future traffic level of service analysis to determine the optimal treatment for the identified intersections including, but not limited to, signalized, roundabouts, stop-controlled and closures.

Roundabout analysis is included at the following intersections:

- NW State Street & NW 43rd Street
- NW State Street & NW Abilene Road
- NW State Street & NW Irvinedale Drive
- NW State Street & NW 54th Street

Performance measures assessing the operation of the system will include delay, volume to capacity ratio, operations of adjacent intersections, maximum queue/storage lengths and control delay.

Sensitivity analysis will be completed to identify when the planned ultimate (4-lane divided with turn lanes) roadway is needed. Uniform growth rates will be used to simulate the varying buildout percentages for certain years. Up to three growth rates will be considered; a low rate for slower growth, a high rate for faster growth including traffic that may come from outside the project corridor, and a middle rate for average growth like Ankeny's current growth. All growth rates will be approved by the City before the incremental analysis is performed.

Recommendations on intersection geometrics, queue storage lengths, signal phasing/timing and other improvements will be made as required to provide LOS 'C' with no major movements subject to average delay greater than 55 seconds per vehicle or better for all traffic movements at the signalized study area intersections. For unsignalized intersections, no controlled major lane group is subject to an average delay greater than 90 seconds per vehicle.

f. Corridor Analysis

Capacity, speed, flow, and level of service will serve as measures of effectiveness for the corridor analysis. The analysis, using HCM6 procedures will demonstrate the impacts of development on the major road system of the study area and identify any improvements needed.

g. Signal and Turn Lane Warrant Analysis

The Manual on Uniform Traffic Control Devices (MUTCD) Chapter 4C is used to evaluate traffic signal warrants. Warrants 1, 2, 3, and 7 will be evaluated for the identified potential signalized locations. Per City policy, minor streets are assumed to have two approach lanes.

National Cooperative Highway Research Program (NCHRP) Report 745 (arterial streets) and 457 (collector and local streets, and right turn lanes) are used to evaluate the turn lane warrants.

4. Safety Analysis

The safety analysis shall incorporate crash frequency, Iowa DOT potential for crash reduction (PCR) measure, and crash patterns at NW 54th Street with NW Irvinedale Drive and NW Ash Drive for the last five years. The Iowa DOT's ICAT web-based tool will be used. At high crash

locations, potential causal factors and possible countermeasures will be determined. The recent improvements at the NW 36th Street and NW State Street intersection will be reviewed to determine the potential benefit to safety.

5. Recommendations

The Consultant shall prepare a set of draft recommendations from all above tasks. The Consultant will identify proposed improvements or other techniques/treatments that will mitigate significant changes in operations and safety to meet the City's performance requirements.

6. Traffic Study Report

This task consists of preparation of a base traffic report for the study area. The primary focus will be on vehicular and pedestrian circulation patterns along NW State Street including impacts to intersection control. Additional alternative scenarios that need investigation after the initial base report findings are completed will require an amendment for additional engineering services. An electronic copy in Adobe PDF format will be provided to the City.

a. Traffic Report Outline

The traffic study report submitted to the City of Ankeny shall contain each of the following elements:

- i. Cover Page with title of the study, client and preparer's name, address, and phone numbers, and submittal date.
- ii. Certification page with an Iowa professionally registered engineer's seal and signature.
- iii. Executive Summary
- iv. Introduction
- v. Land Use, Trip Generation, Trip Distribution, and Assignment
- vi. Opening Day and Projected Traffic Volumes
- vii. Operational/Intersection Analysis
- viii. Intersection Control
- ix. Crash Analysis
- x. Conclusions/Recommendations
- xi. Appendix containing supporting analysis information.

b. Executive Summary

This portion of the report shall present factual and concise information relative to the major traffic issues. Pertinent information in this regard shall include a brief overview of the project, a short discussion of the expected operations, and a summary of the measures necessary to mitigate the operations.

c. Introduction

The introduction portion of the report shall contain the following:

- i. Project Description: This section shall contain a description of the project. This would include the type of facilities which are located within the study area.
- ii. Land Use, Site and Study Area Boundaries: This section shall contain a brief description of the general terrain features, and the site location oriented within the City.
- iii. The study area limits have been approved by the City. A vicinity map which shows the study area boundaries in relationship to the surrounding transportation system will be included.
- iv. Opening Day and Proposed Roadways and Intersections: This section will identify existing roadways, lanes, geometry, and volumes on City roadways. Any agency programmed or planned roadway improvements should also be identified. An exhibit will be prepared showing opening day AM and PM peak hour turning traffic volumes.

d. Land Use, Trip Generation, Trip Distribution, and Assignment

This section will include a summary table listing each type of land use, the size of the parcels involved, the average trip generation rates used (total daily traffic, a.m. and p.m. peaks, the resultant total trips generated, any pass-by trips as appropriate, and the source of the trip generation rates). The approach and departure directions for the generated traffic in the study area will also be included in this section. The technical methodology and assumptions in developing these will be clearly stated. The Consultant will incorporate trips generated by future changing land use of the project area into the distribution and assignment of the future years. All assumptions will be documented.

The following exhibits will be prepared as part of this section:

- Opening Day Year 2030 generated AM and PM peak hour turning traffic volumes.
- Opening Day Year 2030 total daily traffic volumes (generated plus background).
- 2045 future generated AM and PM peak hour turning traffic volumes.
- 2045 future total daily traffic volumes (generated plus background)

e. Existing and Projected Traffic Volumes

Existing Traffic

The Consultant will use 2022 peak hour traffic counts within the study area provided by the City from Snyder & Associates as the base case to develop forecasted traffic.

Opening Day and Future Traffic Forecasts

The Consultant will develop traffic forecasts in coordination with City for the routes within the study area that reflect the long-range plans. These forecasts will include side road, mainline, and arterial volumes including turning movements. The Consultant will use the development plans provided by the City to review future land use and to estimate locations of future development that may impact traffic volumes for the corridor.

The forecasted background traffic growth will be determined based on the method described in the City's memorandum. The forecast will describe Average Daily Traffic and design hour volumes for the proposed study area. The design hour volumes will include AM and PM peak hour. The design hour volumes forecast for the long-range plan will be agreed to by the City and the Consultant prior to continuation with subsequent tasks.

The following exhibits will be prepared as part of this section:

- Opening Day Year 2030 AM and PM peak hour turning traffic volumes.
- Full Build 2045 Future AM and PM peak hour turning traffic volumes.

f. Operational/Intersection Analysis

This section will include summary tables of the analysis results for all intersections and commercial or multi-family driveways and for other major roadway intersections within the study area. The AM and PM peak hours will be shown for background and projected conditions. The goal of this section is to indicate performance and needs at these locations by growth scenario. All supporting calculations will be provided within the Appendix.

The following exhibits are included in the report:

- Opening Day Year 2030 LOS and delay -AM and PM peak hour.
- Future Year 2045 Projected Conditions - Future year traffic volumes and peak hour LOS analysis of study area and intersections.

g. Intersection Control

This section will present the details of each intersection location along with geometry, type of control (i.e. stop control, traffic signal, roundabout, etc.). The Manual on Uniform Traffic Control Devices (MUTCD) will be a basis for selection of type of control and the supporting analysis will be included in the Appendix.

- h. **Crash Analysis**
This section will summarize the crash history at two intersections within the study area and at one intersection present the potential benefit to safety for the recent improvements.
 - i. **Conclusions/Recommendations**
This section will summarize the identified proposed improvements to meet the City's performance requirements for all movements and scenarios associated with the corridor. As a minimum, these include:
 - A written list of recommended improvements for both roadways and intersections.
 - An exhibit showing all recommended improvement locations and the type of improvement.
 - j. **Conceptual Roundabout Layout**
If a roundabout is recommended at any of the four intersections in Section C.3.e, a high level conceptual horizontal layout will be designed to determine potential right-of-way impacts and other design effects. A more detailed design would be completed during the functional design phase.
 - k. **APPENDIX**
This section shall include all relevant study data collected, analysis reports, and other relevant findings. The pages shall be organized into sections.
- D. Functional Design (30% Complete)**
Complete functional design for the street improvements based on the approved Conceptual Design. The primary focus will be on refinement of the geometric plan developed during the Conceptual Design and refine/incorporate vertical profiles, existing and proposed utility locations, right-of-way requirements, and proposed property impacts.
- 1. **Finalize Design Criteria Technical Memorandum**
Review design criteria developed during the Conceptual Design and provide any needed recommendations. Criteria will conform to the City, SUDAS and AASHTO Standards and will be in English units. 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 requirements.
 - Provisions for pedestrians and/or bicycles.
 - Street lighting requirements.
 - Utility corridor locations.
 - 2. **Finalize Typical Sections**
Review typical sections for the mainline street improvements in consultation with the City. Prepare typical sections, including lane widths, curb section/type, sidewalk widths, right-of-way widths, pavement types, clear-zones and identify potential storm sewer, sanitary sewer, water main and other utility locations in the typical roadway sections. Typical sections for both the full build (4-lane) and interim condition (2-lane) will be developed.
 - 3. **Develop Functional Geometrics**
Develop preliminary roadway and intersection geometrics for the project. This task includes design vehicle turning templates at five (5) intersections: NW 36th Street, NW 43rd Street, NW Abilene Drive, NW Irvinedale Drive, and NW 54th Street. Task also includes roundabout geometry at intersections determined by the traffic report.

4. **Finalize Horizontal Alignments and Vertical Profiles**
Utilizing the Conceptual Design; develop horizontal alignments and vertical profiles for the mainline based on the Design Criteria Technical Memorandum.
5. **Water Main Design**
Develop water main alignment and determine location of hydrants, valves, water services and other key connections.
6. **Storm Sewer and Drainage Culvert Layout**
Develop storm sewer network and culvert design in association with roadway improvements. This task includes hydrological and hydraulic analysis of seven (7) crossroad culverts anticipated to be reinforced concrete pipe.
7. **Sanitary Sewer Design – Task not included.**
8. **Utility Research**
Contact the utility companies, 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 design.
9. **Prepare Functional Design Plans (30% Complete)**
Based on functional design task, prepare functional design level plans depicting proposed grading, drainage, paving, utility relocation, and other features of the project. The functional design plans will include but not be limited to the following:
 - **Typical Cross Section Sheets:** Develop and assemble 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 the proposed grading, drainage, and paving improvements for both interim and full build conditions.
 - **Plan and Profiles Sheets:** Develop functional plan and profile sheets that show the existing topography along with the proposed improvements based on the proposed horizontal and vertical alignments. These sheets will be in the form of a colored strip map that includes aerial photography. 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 functional design features for the proposed improvements.
 - **Intersection Geometrics Turning Movement Sheets:** Develop intersection geometric plans that accommodate design vehicle turning movements. Show vehicle turning movement path, major intersection return geometry, lane widths and auxiliary lane lengths. Design vehicles will be determined with the Design Criteria Memo.
 - **Detailed Cross Sections Sheets:** Develop and assemble detailed cross sections (50' intervals) to illustrate typical conditions, drainage designs, and non-typical conditions as needed for guidance during design, review, and quantity estimating purposes.
10. **Functional Plan Field Review**
Prepare materials for a field review, participation in the field review, and reviewing results of the field review with the City.
11. **Functional Budget Review**
Prepare opinion of probable construction cost for the project and compare the cost to the City's current project budget for both interim and full build conditions. Make recommendations pertaining to modifications to the project if necessary to address budgetary concerns. 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.

12. Quality Control

Involve ongoing quality control input from the project team and the design engineer's senior technical staff throughout the development of the functional design. The design engineer is responsible for making specific recommendations and ensuring that critical issues are discussed and resolved prior to submittal of the functional plan set to the project team. Review the functional engineering plan set for technical accuracy, as well as for general conformance with the project design criteria.

E. Environmental Services

The Consultant will complete the following environmental services as part of the Project.

1. Wetland and Water of the U.S. Delineation

Perform a wetland and Waters of the United States (WUS) delineation of the project area utilizing previously collected delineation data. 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.

The methods the Consultant will use in the delineation generally follow the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region (2010) and the Federal Manual for Identifying and Delineating Jurisdictional Wetlands (1987). Under normal circumstances, wetlands generally have three essential characteristics: hydrophytic vegetation, hydric soils, and wetland hydrology.

Our proposed Scope of Work includes the following:

- Assemble application information (i.e., aerial maps, soil classifications, site hydrology, vegetation type, etc.). Review previous Delineation Reports in the project area.
- 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 WUS Delineation Report containing the applicable data, wetland jurisdictional rationale, and proposed project information.

2. Threatened & Endangered Species Habitat Assessment

The Consultant will review the U.S. Fish and Wildlife Service (FWS) Endangered Species List to evaluate potential Threatened and Endangered (T&E) species in the project area and will perform a field review to evaluate whether suitable habitat for the listed T&E species is present. If needed for USACE permitting documentation, the Consultant will prepare a letter report summarizing the findings of the habitat assessment.

3. Section 404 Permit Application and Mitigation Plan

If jurisdictional 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 Consultant will prepare a Mitigation Plan for the project to address Section 404 permitting requirements. The Mitigation Plan will summarize each wetland and WUS area that will be impacted by the project based on the findings in the Delineation Report and the proposed site plan for the project. The Consultant will contact wetland/stream mitigation banks within the appropriate service area regarding the purchase of credits for wetland and WUS impacts. The Consultant will utilize the State of Iowa Stream Mitigation Method as a guideline for determining the quantity of WUS credits need for the project and wetland credits will be based on USACE regulatory guidance.

4. 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.

F. Preliminary Design (60% Complete)

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 corridor improvements, including property impacts. 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 for both interim and full build conditions:

1. Preliminary Storm Sewer Design

Inventory existing hydrologic and hydraulic conditions and analyze 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 crossroad 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.

2. Preliminary Access and Site Development Modification Design

Develop preliminary design layout for access and site development modifications. The recommended full access spacing identified in the HDR extension study is 660 feet. Analyze the effects the proposed improvements will have on drainage, grades, and on-site traffic circulation patterns. This task also includes recommendations concerning the grading and sloping easement along with the landscape buffer easement for Pheasant Trail Plat 1.

3. Preliminary Lighting Layout

Develop preliminary layout along NW State Street. Task consists of selection of lighting poles and fixture type. Layout will be shown on plan/profile sheets.

4. Utility Conflict Identification

The Consultant will identify utility conflicts based upon the preliminary design layout and develop a tabulation with plan sheet exhibits for purposes of working through conflict resolution. This task includes storm sewer, water main, sanitary sewer and all private utilities including gas, electric and communications.

5. Identify Acquisition Requirements

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.

6. 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 the proposed roadway alignment has been selected. This task includes mobilization of truck and all terrain drilling equipment, traffic control, utility locations (Iowa One Call), drill and sample eighteen (18) roadway test borings 10 to 15 feet deep (500-ft approximate spacing), laboratory testing, engineering analysis and written report. Engineering analysis shall include site grading, slope stability, embankment/culvert settlement, subsurface drainage, subgrade preparation, granular subbase thickness design, and pavement thickness design.

7. Preliminary Plan Preparation

Upon completion of the preliminary plans, the design plans will be approximately 60 percent complete. The preliminary plans will include but not be limited to 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, Project Number, Design Traffic data.
- Preliminary Typical Cross Sections (B Sheets)
This task consists of revising the Typical Cross Sections to be used for the proposed improvements as well as making 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 Estimate of Quantities (C Sheets)
This task consists of a preliminary determination of the bid items to be included in the project, along with an estimate of quantities for each item.
- Preliminary Plan and Profile (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 proposed horizontal and vertical alignments. 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. The preliminary street lighting layout will be shown on the D and E sheets.
- 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. This task also includes preserving any Government Corners that are found in the vicinity of the proposed construction.
- Preliminary Right-of-Way (H Sheets)
The preliminary plans will include an ownership reference plan exhibit showing general parcel information.
- Preliminary Geometric and Staking (L Sheets)
Develop and refine geometric layouts and provide additional horizontal survey information needed to construct the intersections.

- Preliminary Storm Sewer Layout (M Sheets)
Develop preliminary storm sewer layout and sizing based on proposed improvements and existing drainage patterns utilizing Chapter 2 of the SUDAS Design Manual. Resolve potential conflicts with underground utilities and other design elements. Vertical profiles are not developed as part of this task.
 - Preliminary Water Main Layout (MWM Sheets)
This task consists of the development of water main plan and profile sheets that will show the existing topography, proposed improvements, water main profile, hydrant, and valve locations.
 - Preliminary Traffic Signal Equipment Layout (N Sheets)
This task consists of preliminary layout of the major traffic signal equipment at the following intersection(s) with NW State Street: NW 36th Street, NW Irvinedale Drive, NW 54th Street, and NW Abilene Road. City fiber optic conduits shall be shown and labeled on the plan and profile sheets.
 - Preliminary Pavement Marking and Signing Sheets (PM Sheets)
Develop pavement marking and traffic signing plans to be placed into service following construction.
 - Accessible Curb Ramp Design (S Sheets)
Develop preliminary curb ramp layout in accordance with Chapter 12 of Iowa SUDAS Design Manual. Design ramp geometric configurations and identify sidewalk width and passing spaces within the corridor. Vertical profiles are not developed as part of this task.
 - Preliminary Cross Sections (W and X Sheets)
This task consists of the design and drafting associated with the assembly of detailed cross sections (50' increments and at critical locations) to illustrate typical conditions, drainage designs, and non-typical conditions as needed for guidance during design, review, and quantity estimating purposes.
8. Preliminary Field Review
This task consists of the preparation of materials for a field exam, participation in the field exam, and reviewing results of the field exam with the City.
9. Budget Review
Prepare a preliminary opinion of probable construction cost for the project for both the full build and interim condition and compare the cost to the City's current Project budget. The Consultant will, if necessary, make recommendations pertaining to modifications to the Project 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.
10. 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.

ADDITIONAL SERVICES NOT INCLUDED IN THIS CONTRACT

Additional Services not included as part of this Scope. If authorized, under a supplemental agreement, the Consultant shall furnish or obtain from others the following services:

- 1.) Additional traffic analysis of changes to roadway alignment.
- 2.) Final Construction Plans and Specifications
- 3.) Wetland Mitigation and Permitting Services
- 4.) Final Culvert Design
- 5.) Sanitary Sewer Design, besides what is stated in the scope of services.
- 6.) Traffic Control and Construction Staging
- 7.) Real Estate Services
- 8.) Acquisition Plats and Descriptions for Right-of-Way and Permanent/Temporary Easements
- 9.) Right-of-Way Negotiations
- 10.) Preparation of Project Permitting Documentation
- 11.) Contaminated Soils Investigations
- 12.) Retaining Wall Structural Design
- 13.) Street Lighting Photometric and Circuit Design
- 14.) Streetscape Design
- 15.) Subsurface Utility Investigations
- 16.) Project Letting Services
- 17.) Construction Period Services (Administration, Observation, Testing, and Survey)

EXHIBIT 1 - Figures 4, 5, and 6 from Snyder & Associates' NW State Street Extension Study

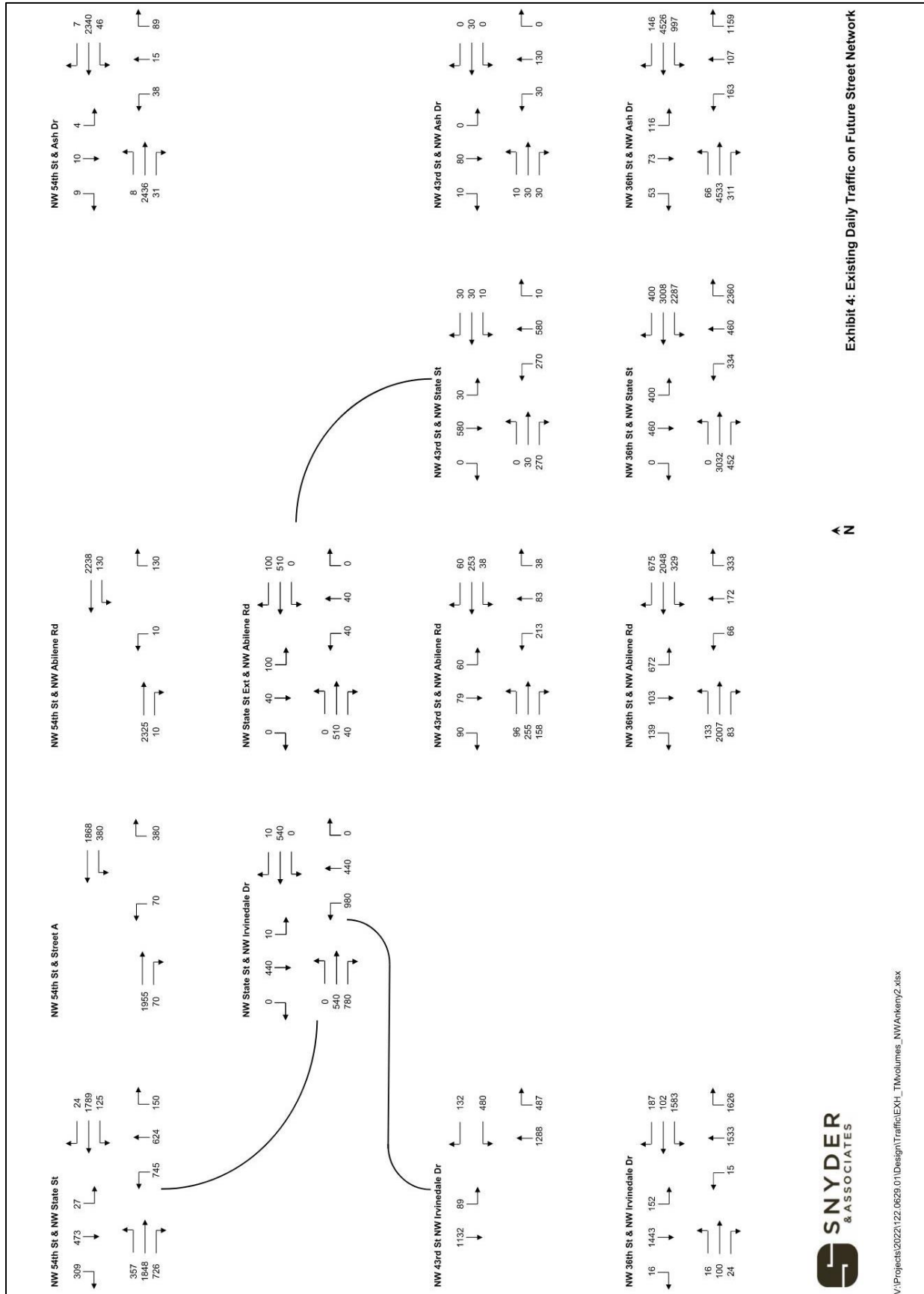


EXHIBIT 1 – CON'T

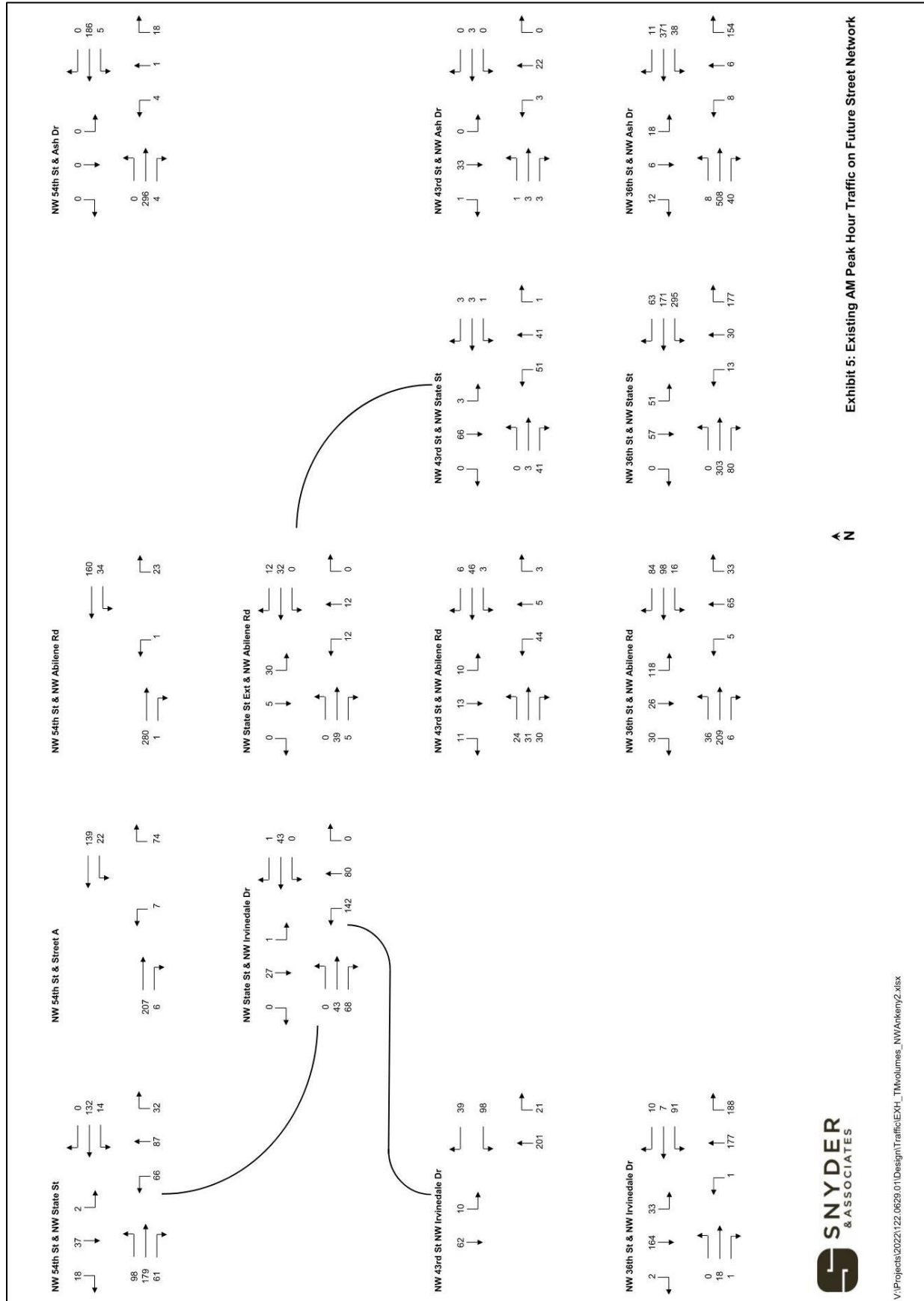


EXHIBIT 1 – CON'T

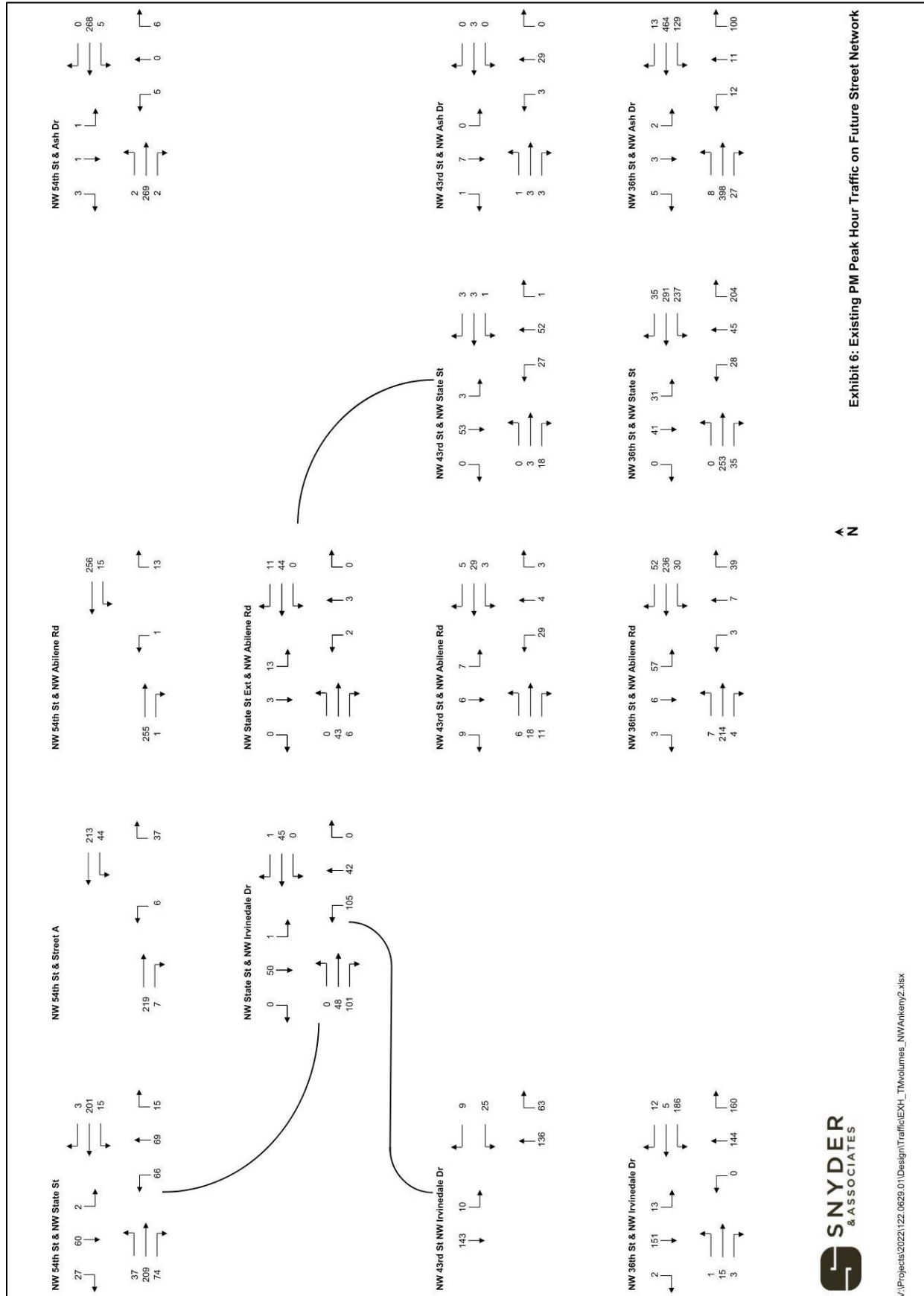


Exhibit 6: Existing PM Peak Hour Traffic on Future Street Network



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ATTACHMENT 2 PROJECT SCHEDULE

The time of completion of the design and engineering services under this Agreement shall be as follows:

Anticipated Contract Approval	March 2023
Design Surveys and Mapping	March 2023 – April 2023
Traffic Study	March 2023 – June 2023
Functional Design	July 2023 – August 2023
Preliminary Design	September 2023 – October 2023

ATTACHMENT 3 **SCHEDULE OF FEES**

FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC **2023 STANDARD HOURLY RATE SCHEDULE**

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
Principal	\$240 - \$250
Project Manager	\$180 - \$240
Project Engineer	\$154 - \$240
Staff Engineer	\$127 - \$157
Planner	\$1127 - \$207
Project Scientist	\$127 - \$167
Technician	\$85 - \$175
Construction Manager	\$132 - \$182
Land Surveyor	\$145 - \$205
Project Administrator	\$82 - \$102
Administrative Assistant	\$62

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 Internal Revenue Service standard mileage reimbursement rate. Field 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, 2023. Rates subject to change annually on January 1.



ANKENY CITY COUNCIL

City Council Agenda

March 6, 2023

5 : 30 PM

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns



Print

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Proposed NW 36th Street and NW Weigel Drive Asphalt Resurfacing

Professional Services Agreement with Civil Design Advantage

EXECUTIVE SUMMARY:

The action before the City Council is the approval of a Professional Services Agreement with Civil Design Advantage for the design engineering services and bidding phase services needed for the NW 36th St and NW Weigel Drive Asphalt Resurfacing project.

This project involves Hot Mix Asphalt (HMA) resurfacing on NW 36th Street from NW Weigel Drive to NW Irvinedale Drive and NW Weigel Drive from NW 18th Street to NW 36th Street. This project will improve the driving surface of the existing gravel roadway, reduce the amount of dust coming from the roadway, reduce the maintenance associated with gravel roads, and help support the existing and future development occurring in this area.

The design engineering services for this project needs to be undertaken at this time so that the project schedule can be maintained.

The Public Works Department proposes to use Civil Design Advantage to complete the necessary design engineering and bidding phase services for the project. The scope of the design engineering and bidding phase services, along with the corresponding fees for these services, are shown in the attached Professional Services Agreement. The total fee for the design engineering and bidding phase services is \$218,864.00.

It is anticipated that the project will be bid in November 2023 for construction in 2024.

It is recommended that the City Council approve the Professional Services Agreement with Civil Design Advantage.

FISCAL IMPACT: **No**

This project is included in the City of Ankeny's 2023-2027 Capital Improvement Program for design in 2023 and construction in 2024.

CITY MANAGER'S RECOMMENDATIONS:

Approve the Professional Services Agreement with Civil Design Advantage for the design engineering and bidding phase services on the NW 36th St and NW Weigel Drive Asphalt Resurfacing project in an amount not to exceed \$218,864.00 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 Civil Design Advantage for the design engineering and bidding phase services on the NW 36th Street and NW Weigel Drive Asphalt Resurfacing project in an amount not to exceed \$218,864.00 and authorize the Mayor to execute said agreement.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Professional Services Agreement

CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES

NW 36th Street and NW Weigel Drive HMA Resurfacing

THIS AGREEMENT is made and entered into this 6th day of March, 2023, between the City of Ankeny, Iowa, hereinafter referred to as the “Owner”, and Civil Design Advantage hereinafter referred to as the “Consultant”.

WITNESSETH:

WHEREAS the Owner has decided to proceed with the design of the following project:

NW 36th Street Asphalt Resurfacing – NW Weigel Drive to NW Irvinedale Drive
Hot Mix Asphalt (HMA) resurfacing on NW 36th Street from NW Weigel Drive to NW Irvinedale Drive.

and

NW Weigel Drive Resurfacing to NW 36th Street
Hot Mix Asphalt (HMA) resurfacing on NW Weigel Drive from NW 18th Street to NW 36th Street.

WHEREAS the Owner desires to employ the Consultant to provide design engineering and bidding phase services in connection with the project; and

WHEREAS the Consultant is willing to perform such engineering work in accordance with the terms hereinafter provided, and represents that it is in compliance with Iowa statutes relating to the registration of Professional Engineers;

NOW THEREFORE;

The parties hereto, for consideration hereinafter set forth, mutually agree as follows;

I. DEFINITIONS

Whenever in this Contract the following terms or pronouns used in their stead occur, they shall have the meaning here given;

Owner – the City of Ankeny, Iowa, or its authorized representative acting as liaison officer for the Owner for the purpose of coordinating and administering the work under the Contract.

Consultant – the firm of Civil Design Advantage, Urbandale, Iowa

Iowa DOT – Iowa Department of Transportation

IDNR – Iowa Department of Natural Resources

Corps – the United States Army Corps of Engineers

EPA – the Environmental Protection Agency

EDA – the Economic Development Agency

Project Manager – the principal project manager assigned to the project, and employed by and working directly under the authority of the Consultant.

Project Engineer – the design engineer assigned to the project and employed by the Consultant, working directly under the authority of the Project Manager.

Construction Observer – the construction observer assigned to the project and employed by the Consultant, working directly under the authority of the Project Manager or Project Engineer.

II.

GENERAL

- A. The Owner has decided to proceed with the design of HMA resurfacing on NW 36th Street from NW Weigel Drive to NW Irvinedale Drive and on NW Weigel Drive from NW 18th Street to NW 36th Street. This Contract covers the design of the resurfacing and preliminary roadway design associated with the ultimate build-out of NW 36th Street from NW Weigel Drive to NW Irvinedale Drive and the ultimate build-out of NW Weigel Drive from NW 18th Street to NW 36th Street project. This Contract does not include any construction related services; however, these can be added by addendum.

A description of the necessary tasks to accomplish the above goals is itemized in Section III, Scope of Services.

- B. The work under this Contract shall at all times be subject to the general supervision and direction of the Owner and shall be subject to the approval of the Owner. Design and construction documents shall conform to the Owner's requirements.
- C. Obligations of the Owner to the Consultant: All existing information, including previous construction plans, record drawings, utility information, previous studies, drainage maps, drainage design support, etc. applicable to the project will be made available to the Consultant without cost.

- D. Submittal of documents: During the progress of the project design, various PDF of the preliminary, check and final plans and other documents prepared by the Consultant will be required by the Owner. Unless specified elsewhere in this Contract, five (5) copies of final plans and front-end documents shall be provided by the Consultant to the Owner at the final submittal.
- E. This Contract shall be subject to the Standard Fee Schedule billing rates as established in Exhibit A and hereby made a part of this Contract.

III. SCOPE OF SERVICES

- A. General – The Consultant shall provide Basic Design Services and Additional Design Services (if required) for the design of the project in accordance with general engineering principles. The work to be performed under this Contract by the Consultant shall consist of the following Scope of Services. Additional engineering services beyond the Contract Scope of Services shall be authorized in writing by the Owner before the Consultant shall proceed. Additional fees shall be based on the hourly rates by employee classification as established in Exhibit A to this Contract.
- B. Basic Engineering Services

Design Phase Services:

Task 1 – Topographic Survey/Existing Right-of-Way Establishment

The Consultant shall acquire survey data to support the preliminary designs for the project. The field survey shall include the roadway corridors as depicted within Exhibits B. Surface features, break lines, trees greater than 4” in diameter, utility poles and adjacent streets shall be located for the topographic survey. LIDAR (Light Detection and Ranging) contours shall be utilized for areas outside of the roadway rights-of-way. Elevations on a 50-foot grid will be acquired and contours drawn to 1-foot contour grid. Utility information will be shown from field locates and mapping. The Consultant shall acquire right-of-way information to support the re-establishment of the existing right-of-way on NW 36th Street and on NW Weigel Drive.

Task 2 – Existing Utility Information/Coordination

If available, as-built plans for area improvements shall be provided by the Owner to verify municipal utility locations. The Consultant plans to coordinate with existing franchise utility providers and will meet with them up to three (3) times during the design portion of the project. The topographic survey of existing municipal and franchise

utilities was completed under a separate agreement between the Owner and the Consultant.

Task 3 – Joint Application Preparation

The Consultant shall prepare one joint application for the two roadway corridors to be submitted to the Army Corps of Engineers and Iowa DNR. Joint application shall support the possible extension of the box culvert under NW 36th Street. If additional review is needed (wetland delineation or other), CDA will prepare a contract addendum for these services.

Task 4 – Preliminary Roadway Design (NW 36th Street)

The Consultant shall prepare preliminary roadway plans for NW 36th Street from NW Weigel Drive to NW Irvinedale Drive. Preliminary plans shall include plan alignment and profile of the ultimate roadway section through this portion of NW 36th Street. Intent is to determine approximate future elevations at the right-of-way line and develop a preliminary “needs line” along the project corridor.

Task 5 – Preliminary Roadway Design (NW Weigel Drive)

The Consultant shall prepare preliminary roadway plans for NW Weigel Drive from NW 18th Street to NW 36th Street. Preliminary plans shall include plan alignment and profile of the ultimate roadway section through this portion of NW Weigel Drive. Intent is to determine approximate future elevations at the right-of-way line and develop a preliminary “needs line” along the project corridor.

Task 6 – HMA Resurfacing Construction Drawing Preparation (Preliminary Plans)

Utilizing the previously prepared field survey data, the Consultant shall prepare construction drawings for the proposed improvements. The Consultant shall prepare construction drawings for approximately 4000 lineal feet of NW 36th Street from NW Weigel Drive to NW Irvinedale Drive and approximately 5,280 lineal feet of NW Weigel Drive from NW 18th Street to NW 36th Street.

Plan sheet layout (and approximate sheet count) shall generally consist of the following:

- Title Sheet (1)
- Details and Typical Sections (3)
- Tabulations of Project Quantities and General Notes (5)
- Plan Sheets (12)
- Survey Reference Information (2)
- Traffic Control/Staging Sheets (4)
- Striping & Permanent Signage Sheets (4)

The Consultant shall coordinate with any planned development of adjacent properties to the roadway corridor for utility services, driveways, streets, etc. Preliminary plans and cost estimate shall be prepared and submitted to the Owner to support the intended letting schedule for the project.

Task 7 – HMA Resurfacing Construction Drawing Preparation (Check Plans)

Once preliminary plan comments are received from the Owner, the Consultant shall proceed with preparation of check plans.

The Consultant shall review the previously prepared geotechnical report and incorporate applicable recommendations into the plans.

Upon completion of check plans, the Consultant shall submit the plans and cost estimate to the Owner for review.

The Consultant shall prepare an “initial” Storm Water Pollution Prevention Plan (SWPPP) for the project utilizing the Owner’s template and submit the Notice of Intent and General Permit #2 to the Iowa DNR. The Owner shall be responsible for implementation/monitoring.

The Consultant shall continue to coordinate with franchise utility providers along the corridor for utility relocations, if necessary.

Task 8 – HMA Resurfacing Construction Drawing Preparation (Final Plans)

Once the Consultant receives check plan comments from the Owner, the Consultant will proceed with final plan preparation.

Final plan sheet layout shall generally consist of the following:

- Title Sheet (1)
- Details and Typical Sections (3)
- Tabulations of Project Quantities and General Notes (5)
- Plan Sheets (12)
- Survey Reference Information (2)
- Traffic Control/Staging Sheets (4)
- Striping & Permanent Signage Sheets (4)

Consultant shall provide 3-D linework/breakline data in digital AutoCAD format for the contractor’s use in bidding and machine control grading operations (if applicable) with the understanding that the Consultant will require the contractor to sign an electronic file transfer agreement prior to transmittal.

Task 9 – Front End Contract Documents/Project Manual Preparation

The Consultant shall prepare front end contract documents (project manual) utilizing the Owner's template for use in the bidding process. Front end contract documents shall utilize Owner provided contract, instructions, bond, supplementals and any special requirements. Technical specifications shall Iowa Statewide Urban Design and Specifications (SUDAS).

Task 10 – Estimated Construction Costs

The Consultant shall prepare a statement of the total estimated construction costs for the project based on the designs developed. Estimated construction costs shall be prepared for the preliminary, check, and final design plan turn-ins. The estimates shall be based on engineering judgment and do not represent a guarantee of the actual construction costs.

Task 11 – Bidding Services

The Consultant shall provide services for the public bidding of the proposed improvements. This shall include plan distribution utilizing QuestCDN, preparation of a plan holder's list, and preparation of any necessary addendums. The Consultant is aware that any plan deposits shall be fully refundable upon return of any plans distributed to contractors.

Task 12 – Bid Letting Services

The Consultant shall attend one public bid letting for the project. Once bids are open, the Consultant will confirm the as-bid prices, prepare a bid tabulation, prepare contract documents, and recommend award of contract to the Owner.

Task 13 – Geotechnical Investigation

The Consultant plans to utilize the services of a sub consultant for the soils investigation and analysis for the project design. Soils investigation shall be accomplished for the roadway corridor as shown in Exhibit B.

IV. TIME OF BEGINNING AND COMPLETION

Work under this Contract to be performed by the Consultant for the Owner shall commence immediately upon execution of this Agreement by both the Consultant and the Owner. This fully executed Agreement will authorize the Scope of Services in Section III. The intent of the Owner and the Consultant is to complete the final design of the NW 36th Street Asphalt Resurfacing – NW Weigel Drive to NW Irvinedale Drive and NW Weigel Drive Asphalt Resurfacing – NW 18th Street to NW 36th Street project by Fall/Winter 2023, bid the project in late Fall or early Winter 2023, and construct the project during the 2024 construction season.

Following is a general timeline for the HMA plans anticipated for the project:

Preliminary Plans	March – May 2023
Check Plans	June – August 2023
Final Plans	September 2023
Letting	November 14, 2023

The schedule is intended to be target dates for tasks identified. Consultant (or their sub-consultants) is not responsible/liable for schedule delays outside of their control, including but not limited to access to project site, unanticipated site conditions, weather, etc.

V. FEES AND PAYMENTS

A. Fees

The Owner shall pay the Consultant for engineering services rendered under this Contract an amount based on the Consultant's labor costs and direct labor cost burden. The Consultant-incurred reimbursable expenses will be passed through directly to the Owner. A definition of each of the above follows:

1. Labor costs – salary and wages paid to all personnel engaged directly on the project including, but not limited to, engineers, project managers, planners, surveyors, designers, CADD technicians, estimators, observers, other technical personnel, typists and administrative staff.
2. Labor cost burden – customary and statutory benefits including, but not limited to, social security and Medicare contributions, unemployment taxes, excise and payroll taxes, workers compensation, health, pension and retirement benefits, sick leave, vacation and holiday pay applicable hereto.
3. Reimbursable Expenses – these costs are in addition to labor cost and labor cost burden, and are those expenses necessary to fulfill the terms of this Contract. They may include transportation and subsistence, reproduction, postage, photography and printing, computer services and miscellaneous costs. The Consultant shall submit with each monthly invoice a detailed listing of reimbursable expenses incurred.

The total engineering fee under this Contract shall be based on an hourly rate. The Owner will be furnished copies of the Consultant's subcontracts.

All reimbursable expenses shall be billed as “pass-through” and are part of the maximum not-to-exceed amount (unless specifically noted).

The sum to be paid to the Consultant for tasks in Section III, Scope of Services of this Contract, shall be a maximum not-to-exceed fee of \$ 218,864 (two hundred eighteen thousand eight hundred sixty-four and no/100 dollars). Refer to Exhibit D for Staff hour/Fee Estimate.

B. Payments

Payments for the Consultant’s engineering services shall be made monthly upon presentation of the Consultant’s statement of services rendered on Owner’s form.

Upon receipt of the invoice and review/approval by the Owner, the Owner shall promptly pay the Consultant for the engineering services rendered as indicated on the invoice. Invoices are due thirty (30) days from date of invoice.

VI. INSURANCE

The Consultant shall maintain insurance to protect the Consultant from claims under Workmen’s Compensation Acts; claims due to personal injury or death of any employee or any other person; claims due to injury or destruction of property; and claims arising out of errors, omissions, or negligent acts for which the Consultant is legally liable. The minimum amounts and extent of such insurance is as follows:

1.	Professional Liability	\$ 2,000,000
2.	Vehicle Coverage	\$ 1,000,000 liability \$ 5,000 medical \$ 1,000,000 uninsured
	Property Damage	\$ 1,000,000 each accident
3.	Workmen’s Compensation	\$ 100,000 each accident
4.	General Liability	\$ 1,000,000 each occurrence \$ 2,000,000 aggregate

VII. MISCELLANEOUS PROVISIONS

A. Use of Documents

All documents, including drawings, specifications, and electronic media prepared or furnished by the Consultant (and the Consultant’s subsidiaries, independent professional associates, and sub consultants) pursuant to this Contract shall be the property of the Owner. Such documents are intended

as instruments of service, as such, these documents are not intended or represented to be suitable for use or reuse by the Owner or others to complete the project, or for extensions of the project, or on any other project without written consent of the Consultant. Any use or reuse by the Owner will be at the Owner's sole risk, and without liability or legal exposure to the Consultant or to the Consultant's subsidiaries, independent professional associates, and sub consultants. The Owner agrees to defend, indemnify, and hold harmless the Consultant from any and all costs, expenses (including reasonable litigation costs), fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of such reuse or alteration by the Owner or liaisons acting through the Owner. Upon completion or other termination of this Contract, the Consultant shall deliver to the Owner machine reproducible copies of any and all materials pertaining to this Contract. For calculations, etc. on letter or legal size sheets, the copies shall be of a type possible to reproduce on a Xerox-type copier. For maps, drawings, sketches, plans, etc. not on such letter or legal size sheets, a photographically reproduced print shall be provided as the machine reproducible copy mentioned above. No sheets shall exceed 11"x 17". The Consultant shall also provide CAD file in AutoCAD format upon completion of this Contract. The CAD file must be georeferenced to State-Plane Coordinates (NAD83 / Iowa South) and Sea Level Elevation (NAVD88) and contain the following information:

1. All utility pipe linework and points for structures and appurtenances, including manholes, intakes, cleanouts, aprons, hydrants, hydrant valves, mainline valves, and water shut offs (curb stops).
2. All pavement linework, including back of curb, driveways, sidewalks, trails, and shared use paths.
3. All right-of-way lines, property lines, existing easement lines, and proposed easement lines per original scope of boundary and topographic survey.
4. Streetlight poles, traffic signal poles, controller cabinets, handholes, and street trees, when applicable.

The Consultant's reuse of designs under this Contract is prohibited unless authorized by the Owner.

B. Changes in the Scope of Work

When there is a substantial change in the scope, complexity, or character of the work performed, or if the Owner requests the Consultant to alter the completion dates established, the specified fee as listed under Section V of this Contract will be reappraised. If the Consultant believes that he/she has been asked to perform work beyond the Scope of Services covered by this Contract or by a supplemental agreement hereto, he/she shall promptly notify the Owner, in writing, of his/her intention to make claim for such extra compensation. The Consultant shall not proceed with any such work

until a supplemental agreement is fully executed, or written intent of said execution is provided.

C. Delays

The Consultant shall notify the Owner in writing of any unusual delay, including the reason therefore, to his/her normal progress in completing the work under this Contract, either actual or prospective, and request an appropriate extension of time. Authorization for the time extension will be at the discretion of the Owner. If completion of the Consultant's work is delayed by events beyond the control of the Consultant, the established engineering fees and schedules of completion will be subject to review upon request by the Consultant to the Owner, accompanied by adequate substantiating data to justify a change.

D. Suspension and Termination of Contract

1. In the event of the death of any member or partner of the Consultant's firm, the surviving members shall complete the work, unless otherwise mutually agreed upon by the Owner and the survivors.
2. The right is reserved by the Owner to terminate this Contract at any time, upon not less than fourteen (14) days written notice to the Consultant. The Consultant may also terminate this Contract on fourteen (14) days written notice.
3. In the event the Contract is terminated by the Owner without fault on the part of the Consultant, the Consultant shall be paid for work performed and delivered up to the date established in the termination notice.
4. The right is reserved by the Owner to suspend this Contract at any time. Such suspension may be affected by the Owner by giving the Consultant written notice, and will be effective as of the date established in the suspension notice. Payment of the Consultant's services will be made by the Owner for services performed to the date established in the suspension notice in accordance with Paragraph 3 above.
5. Should the Owner wish to reinstate the work after notice of suspension, such reinstatement may be accomplished by thirty (30) days written notice within a period of one (1) year after such suspension, unless this period be extended by written consent of the Consultant.

E. Disputes

All claims, disputes, and other matters in question between the parties of this Contract arising out of or relating to this Contract or the breach thereof shall be initiated in the District Court for Polk County, Iowa, if the parties are unable to resolve such claims, disputes, or other matters in question by negotiation.

F. Responsibility for Claims and Liability

The Consultant shall indemnify and hold harmless the Owner from any and all claims and liabilities due solely to any negligent acts, errors, or omissions of the Consultant, its members, employees, or agents.

G. General Compliance With Laws

The Consultant shall comply with federal, state, and local laws and ordinances applicable to the work as defined in Section III.

H. Subletting, Assignment, or Transfer

Subletting, assignment, or transfer of all or part of the interest of the Consultant is prohibited unless written consent is obtained from the Owner.

I. Forbidding the Use of Outside Agents

The Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Contract, and that he/she 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 any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the Owner shall have the right to annul this Contract without liability, or in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

J. Employment of the Owner's Personnel

The Consultant shall not engage the services of any person or persons then in the employ of the Owner for work covered by this Contract without the written consent of the employers of such persons.

This Contract expresses the entire agreement between the parties, and no representations, promises, or warranties have been made by either of the parties that are not fully expressed herein.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their proper officials thereunto duly authorized as of the dates below indicated:

OWNER
CITY OF ANKENY, IOWA

CONSULTANT
CIVIL DESIGN ADVANTAGE



Mark E. Holm, Mayor

Gary L. Reed, P.E.
President

ATTEST:

Michelle Yuska, City Clerk

Exhibit "A"

**Standard Fee Schedule
2022-2023
Civil Design Advantage, LLC**

<u>Classification</u>	<u>Billing Rate</u>	<u>Unit</u>
Principal / Senior Engineer	\$198 /	hour
Principal / Senior Land Surveyor	\$198 /	hour
Senior Engineer	\$189 /	hour
Engineer 8	\$172 /	hour
Engineer 7	\$161 /	hour
Engineer 6	\$149 /	hour
Engineer 5	\$138 /	hour
Engineer 4	\$126 /	hour
Engineer 3	\$114 /	hour
Engineer 2	\$102 /	hour
Engineer 1	\$94 /	hour
Senior Technician	\$147 /	hour
Technician 8	\$134 /	hour
Technician 7	\$124 /	hour
Technician 6	\$113 /	hour
Technician 5	\$104 /	hour
Technician 4	\$93 /	hour
Technician 3	\$81 /	hour
Technician 2	\$70 /	hour
Technician 1	\$58 /	hour
Senior Project Manager	\$184 /	hour
Project Manager 8	\$171 /	hour
Project Manager 7	\$155 /	hour
Project Manager 6	\$147 /	hour
Project Manager 5	\$139 /	hour
Project Manager 4	\$129 /	hour
Administrative 3	\$92 /	hour
Administrative 2	\$71 /	hour
Administrative 1	\$48 /	hour
Mileage	Current IRS Rate /	mile
Plots (Black & White)	\$1.75 /	sheet
Plots (Color)	\$35 /	sheet
Mylar Plots	\$15 /	sheet
Copies (Black & White)	\$0.10 /	page
Copies (Color)	\$0.75 /	page

HMA Overlay

NW 36th Street - Weigel to Irvinedale

Exhibit "B"

NW 36th Street
Approx. Project Limits

NW 36th St

NW 36th St

NW 26th St

R56

NW 19th St

NW Weigel Dr

NW Irvinedale Dr

NW Irvinedale Dr

NW 30th St

NW 29th St

Google Earth



1000 ft

HMA Overlay

NW Weigel Drive - 18th to 36th

Exhibit "B"

NW Weigel Drive
Approx. Project Limits

Google Earth

2000 ft

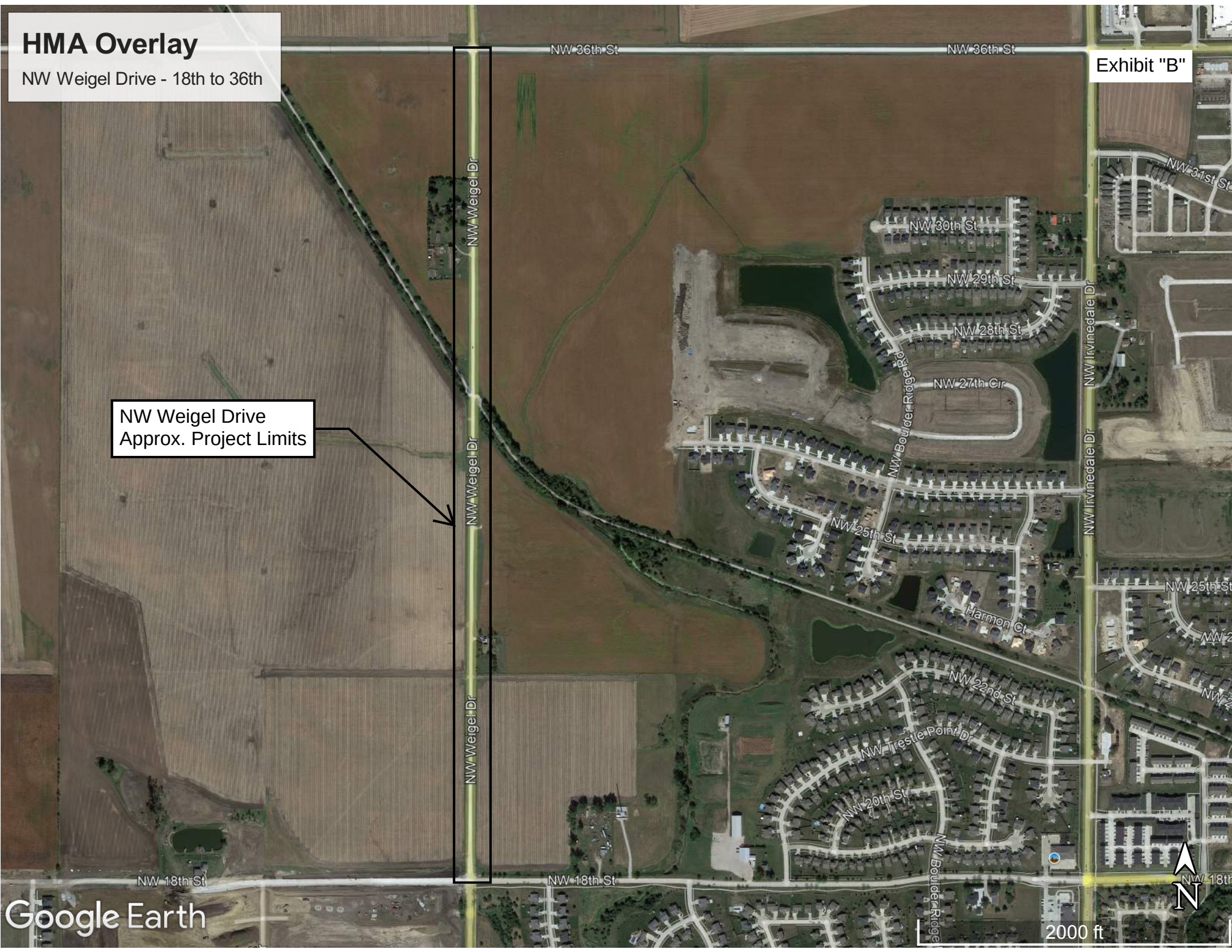


Exhibit 'C'

Additional Services

The following is a list of services not included in the current scope of services or compensation. This list is provided to further define the agreement scope. The list includes, but is not limited to:

- Wetland Delineation/Mitigation Services
- Phase 1/2 Environmental Site Assessment Services
- Additional Topographic or Boundary Survey other than noted in scope
- Revisions/Monitoring of the Storm Water Pollution Prevention Plan (SWPPP)
- Subdivision Platting
- Separate Site Plan Preparation
- Traffic Engineering/Studies
- Ultimate roadway design (ultimate cross section)
- Submittal/Permitting Fees
- Structural Engineering
- Technical Specification Preparation (Refer to SUDAS)
- Franchise Utility Design
- Storm/Sanitary/Water Design
- Color Renderings
- Easement Document Preparation
- Relocation Assistance
- Preconstruction Meeting
- Construction Services
- Construction Staking
- Construction Administration
- Construction Observation

Exhibit 'D'

Estimate of Hours by Task/Employee Classification

	Principal/ Proj. Mngr.	Land Surveyor	Project Engineer	Design Technician	CADD Operator	Construction Observer	Survey Field Crew	Clerical	Subconsultant Fee	Total Fee
Task 1 - Topographic Survey/Existing ROW Establishment	4	8	16				160			\$34,196
Task 2 - Existing Utility Information / Coordination	8		20				2			\$4,778
Task 3 - Joint Application Preparation	8		16					2		\$3,968
Task 4 - Prelim Roadway Design (NW 36th Street)	24		80	80	40		4			\$30,724
Task 5 - Prelim Roadway Design (NW Weigel Drive)	40		120	120	80					\$47,520
Task 6 - HMA Resurfacing Construction Drawing Preparation (Preliminary Plans)	25		45	60	15			3		\$20,534
Task 7 - HMA Resurfacing Construction Drawing Preparation (Check Plans)	40		70	90	20			4		\$31,382
Task 8 - HMA Resurfacing Construction Drawing Preparation (Final Plans)	15		25	30	5			1		\$10,848
Task 9 - Front End Contract Documents/Project Manual Prep.	24		40					4		\$10,616
Task 10 - Estimated Construction Costs	8		16					4		\$4,104
Task 11 - Bidding Services	4		4					16	\$750	\$3,178
Task 12 - Bid Letting Services	4		4					2		\$1,476
Task 13 - Geotechnical Investigation	2		2				2		\$12,500	\$13,540
								Subtotal		\$216,864
								Estimated Expenses		\$2,000
								Total		\$218,864

* No construction phase services are included with this fee estimate



ANKENY CITY COUNCIL

City Council Agenda

March 6, 2023

5 : 30 PM

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns



ORIGINATING DEPARTMENT:

City Manager

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Proposed Fire Station No. 4 Project

Professional Services Agreement with SVPA Architects, Inc.

EXECUTIVE SUMMARY:

The action before the City Council is the approval of a Professional Services Agreement with SVPA Architects, Inc., for design and engineering, bid, and construction phase services associated with the Fire Station No. 4 project.

The scope of this project includes a new fire station located on 2.5 acres of property recently acquired along NW Weigel Drive. Design of the station will follow the same design of Fire Station No. 3 with the following revisions: add an alternate for a fourth bay in the design plans, create single sleeping rooms for staff, revise and/or relocate decontamination areas, incorporate additional parking spaces on-site, and include a storm shelter in the facility in accordance with the 2021 Building Code.

The proposed design phase for the project is anticipated to commence in spring of 2023 and be ready for bid in December of 2023. Construction would start in spring of 2024 and occupancy of the facility is anticipated to occur by fall or early winter of 2025.

The City and SVPA have recently and successfully partnered on previous municipal facility projects including three fire station projects (Stations 1 , 2, and 3), City Hall renovations, and the remodel of the Public Services Building.

FISCAL IMPACT: Yes

The design of Fire Station No.4 is specifically included in the City Council approved 2023-2027 Capital Improvement Program, project BLD-20-002, in the total amount of \$350,000.

The total fee for the services proposed by SVPA is not to exceed \$348,400, or 6.7% of the estimated construction cost for the project (\$5.2 million). The final lump sum amount for SVPA's services will be confirmed when the Design Development (DD) phase of the project is completed and will remain the same if the DD estimate is +/- 10%.

The proposed contract amount with SVPA does not include reimbursable expenses or other ancillary services and would be billed outside of this contract.

CITY MANAGER'S RECOMMENDATIONS:

The City Manager recommends approval of this item as presented.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to approve a Professional Services Agreement with SVPA Architects, Inc. for design and engineering, bid, and construction phase services associated with the Fire Station No. 4 project in an amount not to exceed \$348,400 and authorize the Mayor to execute said Agreement.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Agreement

AIA[®] Document B101[®] – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Sixteenth day of February in the year Two Thousand Twenty Three
(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
410 West First Street
Ankeny, IA 50023

and the Architect:
(Name, legal status, address and other information)

Savage-Ver Ploeg & Associates, Inc. dba SVPA Architects Inc.
1466 28th Street, Suite 200
West Des Moines, IA 50266

for the following Project:
(Name, location and detailed description)

Ankeny Fire Station #4
Ankeny, Iowa
New fire station of approximately 12,260 s.f., located on NW Weigel Drive in Ankeny, Iowa. Design to replicate Fire Station #3 with some minor revisions.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

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.)

See Attachment A Proposed Contract Fee.

§ 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.)

See Attachment A Proposed Contract Fee.

§ 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.)

Approximately \$5.2 Million.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Issue Construction Documents December 2023

Init.

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User Notes:

(2019912023)

.2 Construction commencement date:

February 2024

.3 Substantial Completion date or dates:

To be determined

.4 Other milestone dates:

§ 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.)

Design/Bid/Build

§ 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.)

None identified at this time.

§ 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.)

Michael Schrock, Assistant City Manager
City of Ankeny
410 West First Street
Ankeny, IA 50023

§ 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.)

None identified at this time.

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

To be determined.

.2 Civil Engineer:

.3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Robert T. Ormsby, AIA, LEED AP
1466 28th Street, Suite 200
West Des Moines, IA 50266

§ 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:

IMEG Corp.
John Paul Goedken, PE
2882 106th Street
Urbandale, IA 50322

.2 Mechanical, Electrical, and Technology Engineer:

IMEG Corp.
David C. Inghram, PE
2882 106th Street
Urbandale, IA 50322

.3 Civil Engineer and Landscape Architect:

Snyder and Associates, Inc.
Eric Cannon
2727 SW Snyder Boulevard
Ankeny, IA 50023

.4 Cost Consulting:

Stecker-Harmsen, Inc.
Leroy Harmsen
510 S. 17th Street, Suite 110
Ames, IA 50020

Init.

/

§ 1.1.11.2 Consultants retained under Supplemental Services:

None identified at this time.

§ 1.1.12 Other Initial Information on which the Agreement is based:

See Attachment A Proposed Contract Fee.

§ 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 may agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties may 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 shall be at 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. The Architect's Representative is Robert T. Ormsby, AIA.

§ 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 general aggregate.

§ 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

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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 One Million Dollars (\$ 1,000,000) each accident, One Million Dollars (\$ 1,000,000) each employee, and One Million Dollars (\$ 1,000,000) 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 Two Million Dollars (\$ 2,000,000) per claim and Two Million Dollars (\$ 2,000,000) 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 policies 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 civil, landscape, structural, mechanical, and electrical engineering and interior design and cost consulting services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 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. 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.

§ 3.2 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 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, preliminary building plans, sections and elevations and outline specifications; 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 the Owner 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 specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update 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 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 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.

§ 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

Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining competitive bids; (2) confirming responsiveness of bids; (3) determining the successful bid if any; and, (4) 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, the Architect shall consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

(Paragraphs deleted)

§ 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. 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.

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§ 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 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 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. 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, 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;
- .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 <i>(Architect, Owner, or not provided)</i>
§ 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	Architect: Included in Basic Services
§ 4.1.1.9 Landscape design	Architect: Included in Basic Services
§ 4.1.1.10 Architectural interior design	Architect: Included in Basic Services
§ 4.1.1.11 Value analysis	Not provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Architect: Included in Basic Services
§ 4.1.1.13 On-site project representation	Architect: Periodic site visits included in Basic Services
§ 4.1.1.14 Conformed documents for construction	Not provided
§ 4.1.1.15 As-designed record drawings	Architect: Included in Basic Services
§ 4.1.1.16 As-constructed record drawings	Not provided
§ 4.1.1.17 Post-occupancy evaluation	Architect: 11-month warranty walk-through included in Basic Services
§ 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

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.21 Telecommunications/data design	Architect: Included in Basic Services
§ 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.)

None identified at this time.

(Paragraphs deleted)

§ 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 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;

(Paragraphs deleted)

- .4 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .5 Evaluation of the qualifications of entities providing bids or proposals;

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- .6 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,

§ 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.

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(Paragraphs deleted)

Evaluating an extensive number of Claims as the Initial Decision Maker; or,

- .2 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 Bi-Weekly 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 Two (2) inspections for any portion of the Work to determine final completion.

§ 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 within thirty-six (36) 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. This representative is Michael Schrock, Assistant City Manager. 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 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 Deliberately left blank.

§ 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.

§ 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, represent the Architect's judgment as a design professional. 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 or market conditions. Accordingly, the Architect cannot and does not warrant or represent that bids 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.

§ 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. A detailed estimate of the Cost of the Work is included in Basic Services.

§ 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 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 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 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 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. 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 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 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.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Polk County, Iowa, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

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§ 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

☒ 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.

§ 8.3 The provisions of this Article 8 shall survive the termination of this Agreement.

(Paragraphs deleted)

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:

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None

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

None

§ 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.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the State of Iowa.

§ 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.

§ 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.

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§ 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)

.2 Percentage Basis
(Insert percentage value)

Six Point Seven (6.7) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6. See Attachment A Proposed Contract Fee.

.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.)

Hourly per Attachment A Proposed Contract Fee.

§ 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.)

Hourly per Attachment A Proposed Contract Fee.

§ 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
(Paragraphs deleted)
zero percent (0 %).

§ 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:

Schematic Design Phase	Fifteen	percent (	15	%)
Design Development Phase	Twenty	percent (	20	%)
Construction Documents Phase	Thirty-Eight	percent (	38	%)
Procurement Phase	Two	percent (	2	%)
Construction Phase	Twenty-Five	percent (	25	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 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.)*

(Table deleted)

See Attachment A Proposed Contract Fee.

§ 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 Permitting and other fees required by authorities having jurisdiction over the Project;
- .3 Printing, reproductions, plots, and standard form documents;
- .4 Postage, handling, and delivery;

(Paragraph deleted)

- .5 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .6 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;
- .7 All taxes levied on professional services and on reimbursable expenses;

(Paragraph deleted)

- .8 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .9 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 zero percent (0 %) 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 (\$ 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.

(Paragraph deleted)

§ 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 thirty (30

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) 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.)

1 % monthly

§ 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.

§ 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.)

None identified at this time.

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. 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
(Paragraphs deleted)

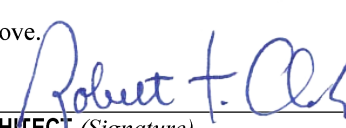
.2 Other documents:
(List other documents, if any, forming part of the Agreement.)

Attachment A Proposed Contract Fee.

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Mark Holm, Mayor
(Printed name and title)



ARCHITECT (Signature)

Robert T. Ormsby, AIA, LEED AP, Vice
President/Secretary
(Printed name, title, and license number, if required)



www.svpa-architects.com
Phone 515.327.5990

1466 28th Street, Suite 200
West Des Moines, Iowa 50266

January 31, 2023

PROPOSED CONTRACT FEE

Mr. Mike Schrock
Assistant City Manager
City of Ankeny
410 West First Street
Ankeny, IA 50023-0944

Dear Mike,

On behalf of SVPA Architects Inc., we would like to thank you for the ongoing opportunity to work with the City of Ankeny. We are pleased to submit this proposal for architectural and engineering services for the proposed Fire Station #4. We value the working relationship we have developed with the City of Ankeny and look forward to providing client-focused professional design services.

PROJECT SCOPE

The project involves a new fire station to be located on a 330'x330' site on NW Weigel Drive in Ankeny. Design of the building will follow same design of Station #3, with the following revisions:

- Add alternate for fourth apparatus bay
- Single sleeping rooms
- Revise/relocate gross and medium decontamination areas
- Additional staff parking
- 2021 Building Code and City of Ankeny now requires a ICC 500 storm shelter for the fire station. Previous fire stations did not require this under the older codes. This will require additional time, particularly for the structural engineer.

The proposed design phase for the project is anticipated to commence in spring of 2023 and Construction Documents shall be completed to allow for Bidding in December 2023. Construction will start in February of 2024.

PROJECT BUDGET

Based upon an estimate we received from a local contractor, we are anticipating the construction cost to run around \$420/SF. Based upon the size of Station #3 at 12,260 SF, the estimated Total Cost of Construction for the project would be around **\$5,200,000**. Based on some of the revisions anticipated, the cost will increase slightly based on more area required for sleeping areas and additional parking.

SCOPE OF SERVICES

SVPA Architects Inc. proposes to provide complete basic services including Schematic Design, Design Development, Construction Documents, Bidding/Negotiation and Construction Administration phases for the architectural, interior design, civil engineering/landscape architecture, structural engineering, and mechanical/electrical/plumbing/technology (MEPT) engineering for the project described herein. The following is a list of design services and the consultants that are proposed for inclusion in our prime Agreement for complete Basic Services with the Owner:



www.svpa-architects.com
Phone 515.327.5990

1466 28th Street, Suite 200
West Des Moines, Iowa 50266

- | | |
|--|----------------------|
| • Architecture and Interior Design: | SVPA Architects Inc. |
| • Civil Engineering and Landscape Architecture: | Snyder & Associates |
| • Structural Engineering: | IMEG Corp. |
| • Mechanical, Electrical, Plumbing & Technology Engineering: | IMEG Corp. |
| • Cost Estimating: | Stecker-Harmsen |

FEE STRUCTURE

SVPA Architects Inc. proposes to establish Basic Compensation for the design services listed above based on a percentage of the Total Cost of Construction for the project. For this project, we propose a fee of **6.7%**. Based on the estimated \$5,200,000 Total Cost of Construction, this would equate to a **fee of \$348,400**. We arrived at this fee based upon previous fee for Fire Station #3. For Fire Station #3, we reduced our fee from Fire Station #2 to 6.3%. (Original agreement of \$196,050 + \$18,700 for proposed changes to design = \$214,750 or 6.3% of anticipated construction cost of \$3,430,000). Since we anticipate more extensive revisions than Station #3 as outlined above, we have proposed a slight increase in fee to 6.7%.

Once the project has reached the conclusion of the Design Development (DD) phase and the City of Ankeny has received their estimate of probable construction cost from the cost estimator, we would propose to establish/confirm the lump sum fixed fee based on 6.7% of the approved DD phase cost estimate. Should the final Total Cost of Construction be within plus or minus 10% of the DD phase estimate, the fee shall remain fixed for the remainder of the project. In the event that the project scope changes by more than 10% between DD and the Construction phase, we will amend the fee structure to 6.7% of the actual Total Cost of Construction. The Total Cost of Construction shall include: site development costs, demolition, renovation costs, general building core & shell construction, interior finishes and mechanical, electrical, plumbing and technology costs. Fixtures, furnishings and equipment designed or specified by the SVPA Architects team shall also be included in the Total Cost of Construction. Based on the scope of work and budget assumptions listed above the breakdown of the total fees per design phase will be as follows:

Schedule of Fees per Design Phase

Schematic Design	15%	\$52,260
Design Development	20%	\$69,680
Construction Documents	38%	\$132,392
Bidding & Negotiation	2%	\$ 6,968
Construction Administration	25%	\$87,100
Total:	100%	\$348,400

Additional Services: If Final Plat is required by the City of Ankeny, the fee for final plat would be \$4,200.

Site Survey would be \$4,600.

Other Required Services: City of Ankeny Energy Code requires 3rd party energy inspections for building envelope and mechanical and electrical systems. We can help solicit bids from them, but this is not part of our basic services.



www.svpa-architects.com
Phone 515.327.5990

1466 28th Street, Suite 200
West Des Moines, Iowa 50266

FEE STRUCTURE & FORM OF CONTRACT

We propose to utilize a Standard Form of Agreement Between Owner and Architect AIA Document B101 (2017 edition). Monthly invoices will be submitted based upon the percentage of work completed per the Design Phase Fee Schedule listed above. Invoices are due to be paid within 30 days; prompt payment is always appreciated. If Additional Services are requested beyond the scope of basic services as outlined in the Standard AIA Form of Agreement Between Owner and Architect, they will be billed per SVPA's attached standard hourly rates. Reimbursable expenses for items such as printing, shipping and long-distance communications are in addition to basic services and will be billed at 1.0 times cost directly to the Owner.

HOURLY RATES & REIMBURSABLE EXPENSES

Compensation for Designated Services shall be at a fixed rate per hour, effective January 1, 2023 through December 31, 2023 as follows:

Principal	\$200/hr.
Associate Architect	\$150/hr.
Associate Interior Designer	\$150/hr.
Senior Architect	\$145/hr.
Architect	\$125/hr.
Intern Architect	\$105/hr.
Senior Interior Designer	\$145/hr.
Interior Designer	\$125/hr.
Intern Interior Designer	\$105/hr.
Project Coordinator	\$95/hr.
Senior CAD Technician	\$95/hr.
Architectural Technician	\$85/hr.

Reimbursable expenses are in addition to Basic, Supplemental and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the project. These will be billed at 1.0 times cost directly to the Owner.

1. Transportation and authorized out-of-town travel and subsistence
2. Long-distance services, dedicated data and communication services, Project websites and extranets
3. Permitting and other fees required by authorities having jurisdiction over the Project
4. Printing, reproductions, plots and standard form documents, excluding printing for SVPA office use
5. Postage, handling and delivery
6. Outsourced renderings, animations, mock-ups, physical models and photography requested by Owner
7. If required and approved by the Owner, the additional expense of professional liability insurance dedicated exclusively to this Project in excess of coverage or limits normally maintained by the Architect
8. Taxes levied on professional services and reimbursable expenses for this Project
9. Expenses for the Architect and Architect's consultants to provide a Project site office, if required and approved by the Owner

Thank you for the opportunity to submit this proposal for the Ankeny Fire Station #4. If you need any additional information or clarification of our proposal, my direct number is 515-280-2405. We look forward to working with you again on this project.

Sincerely,

Robert T. Ormsby, AIA LEED AP
Vice President/Principal
SVPA Architects Inc,

Accepted by: _____ Date: _____

Name & Title: _____

Additions and Deletions Report for

AIA® Document B101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 10:44:15 CT on 03/02/2023.

PAGE 1

AGREEMENT made as of the Sixteenth day of February in the year Two Thousand Twenty Three

...

City of Ankeny
410 West First Street
Ankeny, IA 50023

...

Savage-Ver Ploeg & Associates, Inc. dba SVPA Architects Inc.
1466 28th Street, Suite 200
West Des Moines, IA 50266

...

Ankeny Fire Station #4
Ankeny, Iowa
New fire station of approximately 12,260 s.f., located on NW Weigel Drive in Ankeny, Iowa. Design to replicate Fire Station #3 with some minor revisions.

PAGE 2

See Attachment A Proposed Contract Fee.

...

See Attachment A Proposed Contract Fee.

...

Approximately \$5.2 Million.

...

Issue Construction Documents December 2023

PAGE 3

February 2024

...

To be determined

...

Design/Bid/Build

...

None identified at this time.

...

Michael Schrock, Assistant City Manager
City of Ankeny
410 West First Street
Ankeny, IA 50023

...

None identified at this time.

...

To be determined.

PAGE 4

Robert T. Ormsby, AIA, LEED AP
1466 28th Street, Suite 200
West Des Moines, IA 50266

...

IMEG Corp.
John Paul Goedken, PE
2882 106th Street
Urbandale, IA 50322

.2 Mechanical-Mechanical, Electrical, and Technology Engineer:

IMEG Corp.
David C. Inghram, PE
2882 106th Street
Urbandale, IA 50322

.3 Civil Engineer and Landscape Architect:

~~.3 Electrical Engineer:~~ Snyder and Associates, Inc.
Eric Cannon
2727 SW Snyder Boulevard
Ankeny, IA 50023

.4 Cost Consulting:

Stecker-Harmsen, Inc.
Leroy Harmsen
510 S. 17th Street, Suite 110
Ames, IA 50020

PAGE 5

None identified at this time.

...

See Attachment A Proposed Contract Fee.

...

§ 1.3 The parties ~~shall~~may agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties ~~will~~may 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 AIA Document G202™–2013, Project Building Information Modeling Protocol Form,~~ shall be at 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.

...

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project. The Architect's Representative is Robert T. Ormsby, AIA.

...

§ 2.5.1 Commercial General Liability with policy limits of not less than ~~(\$) for each occurrence and (\$) in the aggregate for bodily injury and property damage.~~One Million Dollars (\$ 1,000,000) for each occurrence and Two Million Dollars (\$ 2,000,000) in the general aggregate.

§ 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.

PAGE 6

§ 2.5.5 Employers' Liability with policy limits not less than One Million Dollars (\$ 1,000,000) each accident, One Million Dollars (\$ 1,000,000) each employee, and One Million Dollars (\$ 1,000,000) 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 Two Million Dollars (\$ 2,000,000) per claim and Two Million Dollars (\$ 2,000,000) in the aggregate.

...

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary ~~structural, civil, landscape, structural, mechanical, and electrical engineering and interior design and cost consulting~~ services. Services not set forth in this Article 3 are Supplemental or Additional Services.

PAGE 7

§ 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 elevations and outline specifications;~~ 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.

...

§ 3.3.1 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.

PAGE 8

§ 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.

...

~~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; bids; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.~~

...

§ 3.5.2.3 If the Bidding Documents permit substitutions, ~~upon the Owner's written authorization, the Architect shall, as an Additional Service, the Architect shall~~ 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.~~

PAGE 11

§ 4.1.1.1	Programming	<u>Not provided</u>
§ 4.1.1.2	Multiple preliminary designs	<u>Not provided</u>
§ 4.1.1.3	Measured drawings	<u>Not provided</u>
§ 4.1.1.4	Existing facilities surveys	<u>Not provided</u>
§ 4.1.1.5	Site evaluation and planning	<u>Not provided</u>

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User Notes:

(2019912023)

§ 4.1.1.6	Building Information Model management responsibilities	<u>Not provided</u>
§ 4.1.1.7	Development of Building Information Models for post construction use	<u>Not provided</u>
§ 4.1.1.8	Civil engineering	<u>Architect: Included in Basic Services</u>
§ 4.1.1.9	Landscape design	<u>Architect: Included in Basic Services</u>
§ 4.1.1.10	Architectural interior design	<u>Architect: Included in Basic Services</u>
§ 4.1.1.11	Value analysis	<u>Not provided</u>
§ 4.1.1.12	Detailed cost estimating beyond that required in Section 6.3	<u>Architect: Included in Basic Services</u>
§ 4.1.1.13	On-site project representation	<u>Architect: Periodic site visits included in Basic Services</u>
§ 4.1.1.14	Conformed documents for construction	<u>Not provided</u>
§ 4.1.1.15	As-designed record drawings	<u>Architect: Included in Basic Services</u>
§ 4.1.1.16	As-constructed record drawings	<u>Not provided</u>
§ 4.1.1.17	Post-occupancy evaluation	<u>Architect: 11-month warranty walk-through included in Basic Services</u>
§ 4.1.1.18	Facility support services	<u>Not provided</u>
§ 4.1.1.19	Tenant-related services	<u>Not provided</u>
§ 4.1.1.20	Architect's coordination of the Owner's consultants	<u>Not provided</u>
§ 4.1.1.21	Telecommunications/data design	<u>Architect: Included in Basic Services</u>
§ 4.1.1.22	Security evaluation and planning	<u>Not provided</u>
§ 4.1.1.23	Commissioning	<u>Not provided</u>
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3	<u>Not provided</u>
§ 4.1.1.25	Fast-track design services	<u>Not provided</u>
§ 4.1.1.26	Multiple bid packages	<u>Not provided</u>
§ 4.1.1.27	Historic preservation	<u>Not provided</u>
§ 4.1.1.28	Furniture, furnishings, and equipment design	<u>Not provided</u>
§ 4.1.1.29	Other services provided by specialty Consultants	<u>Not provided</u>
§ 4.1.1.30	Other Supplemental Services	<u>Not provided</u>

PAGE 12

None identified at this time.

§ 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.)

...

- ~~.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~~ 4 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- ~~.9~~ 5 Evaluation of the qualifications of entities providing bids or proposals;
- ~~.10~~ 6 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.

PAGE 13

- ~~.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~~ 2 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

...

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 (~~—~~) Bi-Weekly 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 Two (2) inspections for any portion of the Work to determine final completion.

...

§ 4.2.5 If the services covered by this Agreement have not been completed within thirty-six (36) 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.

...

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. This representative is Michael Schrock, Assistant City Manager. 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.

PAGE 14

§ 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. Deliberately left blank.

...

§ 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, represent the Architect's judgment as a design professional. 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 bidding or market~~ 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.

§ 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 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. Work is included in Basic Services.~~

PAGE 15

§ 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

...

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect 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.

PAGE 16

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless 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 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, Polk County, Iowa~~, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

PAGE 17

[X] Litigation in a court of competent jurisdiction

...

§ 8.3 ~~Arbitration~~ The provisions of this Article 8 shall survive the termination of this Agreement.

~~§ 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.

PAGE 18

None

...

None

...

§ 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. State of Iowa.

PAGE 19

Six Point Seven (6.7) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6. See Attachment A Proposed Contract Fee.

...

Hourly per Attachment A Proposed Contract Fee.

...

Hourly per Attachment A Proposed Contract Fee.

§ 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 ~~percent (— %), or as follows:~~
~~(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)~~

zero percent (0 %).

...

Schematic Design Phase	<u>Fifteen</u>	percent (	<u>15</u>	%)
Design Development Phase	<u>Twenty</u>	percent (	<u>20</u>	%)
Construction Documents Phase	<u>Thirty-Eight</u>	percent (	<u>38</u>	%)
Procurement Phase	<u>Two</u>	percent (	<u>2</u>	%)
Construction Phase	<u>Twenty-Five</u>	percent (	<u>25</u>	%)

PAGE 20

Employee or Category

Rate (\$0.00)

See Attachment A Proposed Contract Fee.

...

- ~~.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 .3 Printing, reproductions, plots, and standard form documents;~~
- ~~.5 .4 Postage, handling, and delivery;~~
- ~~.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;~~
- ~~.7 .5 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;~~
- ~~.8 .6 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 .7 All taxes levied on professional services and on reimbursable expenses;~~
- ~~.10 Site office expenses;~~
- ~~.11 .8 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,~~
- ~~.12 .9 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 zero percent (0 %) of the expenses incurred.

...

Not applicable.

...

§ 11.10.1.1 An initial payment of zero (\$ 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.~~

§ 11.10.2.1 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 thirty (30) 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.

PAGE 21

1 % monthly

...

None identified at this time.

...

~~.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.)*

~~.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.)

☐ — 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.)

~~.4~~ — Other
.2 Other documents:

...

Attachment A Proposed Contract Fee.

...

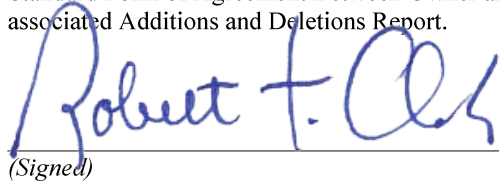
Mark Holm, Mayor

Robert T. Ormsby, AIA, LEED AP, Vice
President/Secretary

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Robert T. Ormsby, AIA, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 10:44:15 CT on 03/02/2023 under Order No. 2114353982 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2017, Standard Form of Agreement Between Owner and Architect, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

Vice President | Secretary

(Title)

March 2, 2023

(Dated)



ANKENY CITY COUNCIL

City Council Agenda

March 6, 2023

5 : 30 PM

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns

 [Print](#)

ORIGINATING DEPARTMENT:

City Manager

COUNCIL GOAL:

Exercise Financial Discipline

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Proposed Maximum Property Tax Dollars for Fiscal Year July 1, 2023 - June 30, 2024 (PH 2023-19)

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 2024 Budget. The notice of public hearing shows the property tax dollars as they appear in the FY 2023 Budget, what the tax levy would be for FY 2024 if the property tax dollars remained the same, and what the FY 2024 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 \$6.75670 of the total \$9.90 in the proposed FY 2024 Budget.

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 13, 2023.

PUBLIC OUTREACH EFFORTS:

Notice of public hearing was published in the Des Moines Register on Friday, February 24, 2023 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, 2023 - June 30, 2024.

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, 2023 - June 30, 2024

The City Council will conduct a public hearing on the proposed Fiscal Year City property tax levy as follows:

Meeting Date: 3/6/2023 **Meeting Time:** 05:30 PM **Meeting Location:** Ankeny Kirkendall Public Library

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) 965-6409

	Current Year Certified Property Tax 2022 - 2023	Budget Year Effective Property Tax 2023 - 2024	Budget Year Proposed Maximum Property Tax 2023 - 2024	Annual % CHG
Regular Taxable Valuation	4,476,429,489	4,808,196,283	4,808,196,283	
Tax Levies:				
Regular General	27,544,814	27,544,814	29,843,032	
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	2,462,036	2,462,036	2,644,508	
FICA & IPERS			0	
Other Employee Benefits			0	
Total Tax Levy	30,006,850	30,006,850	32,487,540	8.26
Tax Rate	6.70330	6.24077	6.75670	

Explanation of significant increases in the budget:

The fiscal year July 1, 2023 - June 30, 2024 property tax levy is proposed to remain at \$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 includes a \$0.05 reduction in the debt service property tax levy. 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/207/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, 2023 – JUNE 30, 2024

WHEREAS, the City Council of the City of Ankeny, Iowa have considered the proposed Fiscal Year July 1, 2023 – June 30, 2024 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 6, 2023, 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, 2023 – June 30, 2024 shall not exceed the following total:

Total maximum levy for the affected property tax levies: \$32,487,540.

The maximum property tax dollars requested in the total maximum levy for the affected property tax levies for Fiscal Year July 1, 2023 – June 30, 2024 represents greater than 102% of the maximum property tax dollars requested for the current Fiscal Year July 1, 2022 – June 30, 2023.

Passed and approved the 6th day of March, 2023.

Mark E. Holm, Mayor

Attest:

Michelle Yuska, City Clerk

Roll Call Vote:

Bobbi Bentz	– Yea/Nay
Jeff Perry	– Yea/Nay
Joe Ruddy	– Yea/Nay
Todd Shafer	– Yea/Nay
Kelly Stearns	– Yea/Nay



ANKENY CITY COUNCIL

City Council Agenda

March 6, 2023

5 : 30 PM

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns

 [Print](#)

ORIGINATING DEPARTMENT:

City Manager

COUNCIL GOAL:

Exercise Financial Discipline

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Proposed Amendment of Current City Budget for Fiscal Year July 1, 2022 - June 30, 2023

Set Public Hearing Date

EXECUTIVE SUMMARY:

The FY 2023 budget amendment includes the following changes:

- Amended revenues include increases in hotel/motel taxes, interest income, capital grants, water usage fees and the timing of proceeds from the issuance of Water SRF Notes.
- Amended expenditures include increases related to inflation (e.g. costs of goods and services), hotel/motel tax commitments, public safety overtime, vehicle repairs and maintenance and the timing of capital projects.

FISCAL IMPACT: **Yes**

Overall, the budget amendment includes the use of an additional \$13,894,596 in ending fund balance at June 30, 2023.

CITY MANAGER'S RECOMMENDATIONS:

Recommend setting a public hearing on the proposed amendment of current city budget for fiscal year July 1, 2022 - June 30, 2023 for March 20, 2023 at 5:30 p.m.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

Notice of public hearing will be published in the Des Moines Register on March 10, 2023.

ACTION REQUESTED:

Action: Consider motion to set a public hearing on an Amendment of Current City Budget for Fiscal Year July 1, 2022 - June 30, 2023 and direct City Clerk to publish notice of such hearing (date of hrg: 3/20/23 @ 5:30 p.m.).

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Notice of Public Hearing

NOTICE OF PUBLIC HEARING - AMENDMENT OF CURRENT BUDGET

City of ANKENY
Fiscal Year July 1, 2022 - June 30, 2023

The City of ANKENY will conduct a public hearing for the purpose of amending the current budget for fiscal year ending June 30, 2023

Meeting Date/Time: 3/20/2023 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. Budget amendments 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>.

REVENUES & OTHER FINANCING SOURCES		Total Budget as Certified or Last Amended	Current Amendment	Total Budget After Current Amendment
Taxes Levied on Property	1	45,079,675	0	45,079,675
Less: Uncollected Delinquent Taxes - Levy Year	2	0	0	0
Net Current Property Tax	3	45,079,675	0	45,079,675
Delinquent Property Tax Revenue	4	0	0	0
TIF Revenues	5	10,221,657	-319,515	9,902,142
Other City Taxes	6	3,308,624	596,000	3,904,624
Licenses & Permits	7	2,348,600	-90,100	2,258,500
Use of Money & Property	8	577,257	2,763,473	3,340,730
Intergovernmental	9	12,587,816	913,586	13,501,402
Charges for Service	10	45,133,806	1,042,031	46,175,837
Special Assessments	11	0	277,158	277,158
Miscellaneous	12	4,439,466	1,204,277	5,643,743
Other Financing Sources	13	25,378,885	10,773,566	36,152,451
Transfers In	14	13,968,506	4,056,253	18,024,759
Total Revenues & Other Sources	15	163,044,292	21,216,729	184,261,021
EXPENDITURES & OTHER FINANCING USES				
Public Safety	16	27,033,516	1,412,849	28,446,365
Public Works	17	8,164,316	710,619	8,874,935
Health and Social Services	18	0	0	0
Culture and Recreation	19	9,929,033	933,069	10,862,102
Community and Economic Development	20	5,299,936	-31,743	5,268,193
General Government	21	5,335,829	-419,667	4,916,162
Debt Service	22	24,277,332	-71,846	24,205,486
Capital Projects	23	25,152,561	20,592,840	45,745,401
Total Government Activities Expenditures	24	105,192,523	23,126,121	128,318,644
Business Type/Enterprise	25	52,779,898	7,928,951	60,708,849
Total Gov Activities & Business Expenditures	26	157,972,421	31,055,072	189,027,493
Transfers Out	27	13,968,506	4,056,253	18,024,759
Total Expenditures/Transfers Out	28	171,940,927	35,111,325	207,052,252
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	-8,896,635	-13,894,596	-22,791,231
Beginning Fund Balance July 1, 2022	30	125,323,248	24,423,194	149,746,442
Ending Fund Balance June 30, 2023	31	116,426,613	10,528,598	126,955,211

Explanation of Changes: Amended revenues include increases in hotel/motel taxes, interest income, capital grants, water usage fees and the timing of proceeds from the issuance of Water SRF Notes. Amended expenditures include increases related to inflation (e.g. costs of goods and services), hotel/motel tax commitments, public safety overtime, vehicle repairs and maintenance and the timing of capital projects.



ANKENY CITY COUNCIL

City Council Agenda

March 6, 2023

5 : 30 PM

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns



ORIGINATING DEPARTMENT:

City Manager

COUNCIL GOAL:

Exercise Financial Discipline

ACTION REQUESTED:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Proposed Issuance of Not to Exceed \$14,000,000 General Obligation Bonds (PH 2023-20)

EXECUTIVE SUMMARY:

The not to exceed \$14,000,000 General Obligation Bonds (for essential corporate purposes) are being proposed to fund the 2023 Capital Improvement Program.

FISCAL IMPACT: **Yes**

The proposed General Obligation Bonds (for essential corporate purposes) will be repaid with property taxes, specifically those collected through the City's debt service levy and a small portion will be abated by storm water revenues.

CITY MANAGER'S RECOMMENDATIONS:

Recommend instituting proceedings to take additional action for the issuance of not to exceed \$14,000,000 General Obligation Bonds (ECP).

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

The 2023-2027 Capital Improvement Program and financial plan were presented and reviewed by the City Council at the November 7, 2022 and November 14, 2022 Council Action Planning Sessions.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to adopt RESOLUTION instituting proceedings to take additional action for the issuance of not to exceed \$14,000,000 General Obligation Bonds (ECP).

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution

The Council then considered the proposed action and the extent of objections thereto.

Whereupon, Council Member _____ introduced and delivered to the Clerk the Resolution hereinafter set out entitled "RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO EXCEED \$14,000,000 GENERAL OBLIGATION BONDS (ECP)", and moved:

- ☐ that the Resolution be adopted.
- ☐ to ADJOURN and defer action on the Resolution and the proposal to institute proceedings for the issuance of bonds to the meeting to be held at _____ .M. on the _____ day of _____, 2023, at this place.

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

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION

RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO EXCEED \$14,000,000 GENERAL OBLIGATION BONDS (ECP)

WHEREAS, pursuant to notice published as required by law, the City Council has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of not to exceed \$14,000,000 General Obligation Bonds, for the essential corporate purposes, 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; 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; acquisition, construction, reconstruction, enlargement, improvement, and repair of bridges, culverts, retaining walls, viaducts, underpasses, grade crossing separations, and approaches thereto; 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; 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; equipping of fire, police, sanitation, street, and civil defense departments and the acquiring, developing, and improving of a geographic computer data base system suitable for automated mapping and facilities management; and acquisition of peace officer communication equipment and other emergency services communication equipment and systems, and has considered the extent of objections received from residents or property owners as to the proposed issuance of Bonds; and following action is now considered to be in the best interests of the City and residents thereof.

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

Section 1. That this Council does hereby institute proceedings and take additional action for the authorization and issuance in the manner required by law of not to exceed \$14,000,000 General Obligation Bonds, for the foregoing essential corporate purposes.

Section 2. This Resolution shall serve as a declaration of official intent under Treasury Regulation 1.150-2 and shall be maintained on file as a public record of such intent. It is reasonably expected that the general fund moneys may be advanced from time to time for capital expenditures which are to be paid from the proceeds of the above Bonds. The amounts so advanced shall be reimbursed from the proceeds of the Bonds not later than eighteen months after the initial payment of the capital expenditures or eighteen months after the property is placed in service. Such advancements shall not exceed the amount authorized in this Resolution unless the same are for preliminary expenditures or unless another declaration of intention is adopted.

PASSED AND APPROVED this 6th day of March, 2023.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk



ANKENY CITY COUNCIL

City Council Agenda

March 6, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns



ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Exercise Financial Discipline

ACTION REQUESTED:
Resolution

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:
Proposed Issuance of Not to Exceed \$300,000 General Obligation Urban Renewal Bonds (PH 2023-21)

EXECUTIVE SUMMARY:
The not to exceed \$300,000 General Obligation Urban Renewal Bonds (for urban renewal purposes) are being proposed to fund the Uptown Parking Improvements project in the 2023 Capital Improvement Program. The project is located in the 1991 City of Ankeny Urban Renewal Area.

FISCAL IMPACT: **Yes**
The proposed General Obligation Urban Renewal Bonds (for urban renewal purposes) will be repaid with tax increment financing (TIF) revenues.

CITY MANAGER'S RECOMMENDATIONS:
Recommend instituting proceedings to take additional action for the issuance of not to exceed \$300,000 General Obligation Urban Renewal Bonds (UR).

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

The 2023-2027 Capital Improvement Program and financial plan were presented and reviewed by the City Council at the November 7, 2022 and November 14, 2022 Council Action Planning Sessions.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to adopt RESOLUTION instituting proceedings to take additional action for the issuance of not to exceed \$300,000 General Obligation Urban Renewal Bonds (UR).

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution

The Council then considered the proposed action and the extent of objections thereto.

Whereupon, Council Member _____ introduced and delivered to the Clerk the Resolution hereinafter set out entitled "RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO EXCEED \$300,000 GENERAL OBLIGATION URBAN RENEWAL BONDS (UR)", and moved:

- ☐ that the Resolution be adopted.
- ☐ to ADJOURN and defer action on the Resolution and the proposal to institute proceedings for the issuance of bonds to the meeting to be held at _____ .M. on the _____ day of _____, 2023, at this place.

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

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION

RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO EXCEED \$300,000 GENERAL OBLIGATION URBAN RENEWAL BONDS (UR)

WHEREAS, pursuant to notice published as required by law, the City Council has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of not to exceed \$300,000 General Obligation Urban Renewal Bonds, for the urban renewal purposes, 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 1991 Urban Renewal Area, as amended, including the Uptown Parking Improvements project, and has considered the extent of objections received from residents or property owners as to the proposed issuance of Bonds; and no petition was filed calling for a referendum thereon. The following action is now considered to be in the best interests of the City and residents thereof.

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

Section 1. That this Council does hereby institute proceedings and take additional action for the authorization and issuance in the manner required by law of not to exceed \$300,000 General Obligation Urban Renewal Bonds, for the foregoing urban renewal purposes.

Section 2. This Resolution shall serve as a declaration of official intent under Treasury Regulation 1.150-2 and shall be maintained on file as a public record of such intent. It is reasonably expected that the general fund moneys may be advanced from time to time for capital expenditures which are to be paid from the proceeds of the above Bonds. The amounts so advanced shall be reimbursed from the proceeds of the Bonds not later than eighteen months after the initial payment of the capital expenditures or eighteen months after the property is placed in service. Such advancements shall not exceed the amount authorized in this Resolution unless the same are for preliminary expenditures or unless another declaration of intention is adopted.

PASSED AND APPROVED this 6th day of March, 2023.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk



ANKENY CITY COUNCIL

City Council Agenda

March 6, 2023

5 : 30 PM

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns



ORIGINATING DEPARTMENT:

City Manager

COUNCIL GOAL:

Exercise Financial Discipline

ACTION REQUESTED:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Proposed Issuance of Not to Exceed \$700,000 General Obligation Bonds (PH 2023-22)

EXECUTIVE SUMMARY:

The not to exceed \$700,000 General Obligation Bonds (for general corporate purposes) are being proposed to fund the Fire Station No. 4 project in the 2023 Capital Improvement Program.

FISCAL IMPACT: **Yes**

The proposed General Obligation Bonds (for general corporate purposes) will be repaid with property taxes, specifically those collected through the City's debt service levy.

CITY MANAGER'S RECOMMENDATIONS:

Recommend instituting proceedings to take additional action for the issuance of not to exceed \$700,000 General Obligation Bonds (GCP-1).

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

The 2023-2027 Capital Improvement Program and financial plan were presented and reviewed by the City Council at the November 7, 2022 and November 14, 2022 Council Action Planning Sessions.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to adopt RESOLUTION instituting proceedings to take additional action for the issuance of not to exceed \$700,000 General Obligation Bonds (GCP-1).

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution

The Council then considered the proposed action and the extent of objections thereto.

Whereupon, Council Member _____ introduced and delivered to the Clerk the Resolution hereinafter set out entitled "RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO EXCEED \$700,000 GENERAL OBLIGATION BONDS (GCP-1)", and moved:

- ☐ that the Resolution be adopted.
- ☐ to ADJOURN and defer action on the Resolution and the proposal to institute proceedings for the issuance of bonds to the meeting to be held at _____ .M. on the _____ day of _____, 2023, at this place.

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

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION

RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO EXCEED \$700,000 GENERAL OBLIGATION BONDS (GCP-1)

WHEREAS, pursuant to notice published as required by law, the City Council has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of not to exceed \$700,000 General Obligation Bonds, for the general corporate purposes, in order to provide funds to pay the costs of the acquisition, construction, reconstruction, and improvement of city facilities, including the construction of Fire Station No. 4, and has considered the extent of objections received from residents or property owners as to the proposed issuance of Bonds; and no petition was filed calling for a referendum thereon. The following action is now considered to be in the best interests of the City and residents thereof.

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

Section 1. That this Council does hereby institute proceedings and take additional action for the authorization and issuance in the manner required by law of not to exceed \$700,000 General Obligation Bonds, for the foregoing general corporate purposes.

Section 2. This Resolution shall serve as a declaration of official intent under Treasury Regulation 1.150-2 and shall be maintained on file as a public record of such intent. It is reasonably expected that the general fund moneys may be advanced from time to time for capital expenditures which are to be paid from the proceeds of the above Bonds. The amounts so advanced shall be reimbursed from the proceeds of the Bonds not later than eighteen months after the initial payment of the capital expenditures or eighteen months after the property is placed in service. Such advancements shall not exceed the amount authorized in this Resolution unless the same are for preliminary expenditures or unless another declaration of intention is adopted.

PASSED AND APPROVED this 6th day of March, 2023.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk



ANKENY CITY COUNCIL

City Council Agenda

March 6, 2023

5 : 30 PM

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns



Print

ORIGINATING DEPARTMENT:

City Manager

COUNCIL GOAL:

Exercise Financial Discipline

ACTION REQUESTED:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Proposed Issuance of Not to Exceed \$700,000 General Obligation Bonds (PH 2023-23)

EXECUTIVE SUMMARY:

The not to exceed \$700,000 General Obligation Bonds (for general corporate purposes) are being proposed to fund the Annual Park Development Program and Prairie Ridge Sports Complex Tennis Courts Overlay projects in the 2023 Capital Improvement Program.

FISCAL IMPACT: **Yes**

The proposed General Obligation Bonds (for general corporate purposes) will be repaid with property taxes, specifically those collected through the City's debt service levy.

CITY MANAGER'S RECOMMENDATIONS:

Recommend instituting proceedings to take additional action for the issuance of not to exceed \$700,000 General Obligation Bonds (GCP-2).

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

The 2023-2027 Capital Improvement Program and financial plan were presented and reviewed by the City Council at the November 7, 2022 and November 14, 2022 Council Action Planning Sessions.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to adopt RESOLUTION instituting proceedings to take additional action for the issuance of not to exceed \$700,000 General Obligation Bonds (GCP-2).

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution

The Council then considered the proposed action and the extent of objections thereto.

Whereupon, Council Member _____ introduced and delivered to the Clerk the Resolution hereinafter set out entitled "RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO EXCEED \$700,000 GENERAL OBLIGATION BONDS (GCP-2)", and moved:

- ☐ that the Resolution be adopted.
- ☐ to ADJOURN and defer action on the Resolution and the proposal to institute proceedings for the issuance of bonds to the meeting to be held at _____ .M. on the _____ day of _____, 2023, at this place.

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

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION

RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO EXCEED \$700,000 GENERAL OBLIGATION BONDS (GCP-2)

WHEREAS, pursuant to notice published as required by law, the City Council has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of not to exceed \$700,000 General Obligation Bonds, for the general corporate purposes, 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, and has considered the extent of objections received from residents or property owners as to the proposed issuance of Bonds; and no petition was filed calling for a referendum thereon. The following action is now considered to be in the best interests of the City and residents thereof.

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

Section 1. That this Council does hereby institute proceedings and take additional action for the authorization and issuance in the manner required by law of not to exceed \$700,000 General Obligation Bonds, for the foregoing general corporate purposes.

Section 2. This Resolution shall serve as a declaration of official intent under Treasury Regulation 1.150-2 and shall be maintained on file as a public record of such intent. It is reasonably expected that the general fund moneys may be advanced from time to time for capital expenditures which are to be paid from the proceeds of the above Bonds. The amounts so advanced shall be reimbursed from the proceeds of the Bonds not later than eighteen months after the initial payment of the capital expenditures or eighteen months after the property is placed in service. Such advancements shall not exceed the amount authorized in this Resolution unless the same are for preliminary expenditures or unless another declaration of intention is adopted.

PASSED AND APPROVED this 6th day of March, 2023.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk



ANKENY CITY COUNCIL

City Council Agenda

March 6, 2023

5 : 30 PM

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns



Print

ORIGINATING DEPARTMENT:

City Manager

COUNCIL GOAL:

Exercise Financial Discipline

ACTION REQUESTED:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Proposed Issuance of Not to Exceed \$13,000 Lease Agreements (PH 2023-24)

EXECUTIVE SUMMARY:

The not to exceed \$13,000 lease agreements are being proposed to fund the replacement of postage equipment at City Hall and the Ankeny Kirkendall Public Library, both payable from the general fund.

FISCAL IMPACT: **Yes**

The postage machine lease payments will total \$12,647.40 over the 60-month lease period. The City Hall postage machine will be billed at \$409.02 quarterly and the Ankeny Kirkendall Public Library postage machine will be billed at \$223.35 quarterly.

CITY MANAGER'S RECOMMENDATIONS:

Recommend instituting proceedings to take additional action for the authorization and issuance of lease agreements payable from the general fund in the aggregate principal amount of \$13,000 for personal property for use by the City.

Recommend authorizing action for lease agreements payable from the general fund in the aggregate principal amount of \$13,000 for personal property for use by the City.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to adopt RESOLUTION instituting proceedings to take additional action for the authorization and issuance of lease agreements payable from the general fund in the aggregate principal amount of \$13,000 for personal property for use by the City.

Action: Consider motion to adopt RESOLUTION authorizing action for lease agreements payable from the general fund in the aggregate principal amount of \$13,000 for personal property for use by the City.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Resolution
 Master Lease Agreement
 Participating Addendum
 Lease Agreement - City Hall
 Lease Agreement - Library

The Council then considered the proposed action and the extent of objections thereto.

Whereupon, Council Member _____ introduced and delivered to the Clerk the Resolution hereinafter set out entitled " RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE AUTHORIZATION AND ISSUANCE OF LEASE AGREEMENTS PAYABLE FROM THE GENERAL FUND IN THE AGGREGATE PRINCIPAL AMOUNT OF \$13,000 FOR PERSONAL PROPERTY FOR USE BY THE CITY" and moved:

- ☐ that the Resolution be adopted.
- ☐ to ADJOURN and defer action on the Resolution and the proposal to institute proceedings for the issuance to the meeting to be held at _____ o'clock _____.M. on the _____ day of _____, 2023, at this place.

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

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION

RESOLUTION INSTITUTING PROCEEDINGS TO TAKE
ADDITIONAL ACTION FOR THE AUTHORIZATION AND
ISSUANCE OF LEASE AGREEMENTS PAYABLE FROM THE
GENERAL FUND IN THE AGGREGATE PRINCIPAL
AMOUNT OF \$13,000 FOR PERSONAL PROPERTY FOR USE
BY THE CITY

WHEREAS, pursuant to notice published as required by law, this Council has held a public meeting and hearing upon the proposal to institute proceedings for the authorization and the issuance of \$13,000 Lease Agreements payable from the General Fund, for the purpose of paying costs of leasing two postage machines for city facilities, and has considered the extent of objections received from residents or property owners as to the proposal and, accordingly the following action is now considered to be in the best interests of the City and residents thereof:

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

Section 1. That this Council does hereby institute proceedings and take additional action for the authorization and issuance in the manner required by law of \$13,000 Lease Agreements payable from the General Fund, to evidence the obligation thereof for the foregoing purpose.

PASSED AND APPROVED this 6th day of March, 2023.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION AUTHORIZING ACTION FOR LEASE AGREEMENTS PAYABLE FROM THE GENERAL FUND IN THE AGGREGATE PRINCIPAL AMOUNT OF \$13,000 FOR PERSONAL PROPERTY FOR USE BY THE CITY", 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 resolution duly adopted as follows:

RESOLUTION

RESOLUTION AUTHORIZING ACTION FOR LEASE
AGREEMENTS PAYABLE FROM THE GENERAL FUND IN
THE AGGREGATE PRINCIPAL AMOUNT OF \$13,000 FOR
PERSONAL PROPERTY FOR USE BY THE CITY

WHEREAS, the City of Ankeny, State of Iowa (the "City"), is in need of funds to pay costs of leasing two postage machines for city facilities, and it is deemed necessary and advisable that Lease Agreements in the principal amount of \$13,000 be entered into for such purpose; and

WHEREAS, pursuant to notice published as required by Section 364.4 of the Code of Iowa, as amended (the "Code"), this Council has held a public meeting and hearing upon the proposal to institute proceedings for the authorization and issuance of Lease Agreements payable from the General Fund in the aggregate principal amount of \$13,000 for such purpose, and the Council is therefore now authorized to proceed with the authorization of the lease agreements; and

WHEREAS, Pitney Bowes, Inc. ("Pitney Bowes") has agreed to make available to the City the Equipment, pursuant to the terms of the Lease Agreements, between the City, as Lessee, and Pitney Bowes, as Lessor thereunder; and

WHEREAS, this Council has determined that the terms of the Lease Agreements do not exceed the economic life of the property being acquired pursuant thereto; and

WHEREAS, the Lease Agreements shall be payable from the General Fund of the City, and aggregate annual payments due on the proposed Lease Agreements and all other general fund lease or lease purchase agreements in force on the date of authorization will not exceed ten (10) percent of the last certified General Fund budget amount; and

WHEREAS, the Lease Agreements shall begin on the date the City acquires the Equipment, and the Resolution approves the Lease Agreements; and

WHEREAS, it appears that such instruments are in appropriate form and are appropriate instruments for the purposes intended.

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

Section 1. Definitions. The following terms shall have the following meanings in this Resolution unless the text expressly or by necessary implication requires otherwise:

- ☐ "Equipment" shall mean the two postage machines, as more particularly described in the Agreements.
- ☐ "Issuer" or "City" or "Lessee" shall mean the City of Ankeny, State of Iowa.
- ☐ "Lease Agreements" or "Agreements" shall mean, the Lease Agreement for the City Hall postage machine, the Lease Agreement for the Kirkendall Library postage machine, the Master Equipment Agreement, and the Participating Addendum, by and between the City and Pitney Bowes.
- ☐ "Lessor" shall mean Pitney Bowes Inc., a Connecticut Corporation.
- ☐ "Resolution" shall mean this resolution authorizing the Agreement, and general fund payments thereunder.

Section 2. Authority and Purpose. The Agreement authorized by this Resolution shall be issued pursuant to Section 364.4 of the Code of Iowa, and in compliance with all applicable provisions of the Constitution and laws of the State of Iowa. The Agreement is hereby authorized in the aggregate principal amount of \$13,000 for the purpose of paying costs of acquiring the Equipment.

Section 3. Approval of Agreement. Pitney Bowes Inc. shall make the Equipment available to the City pursuant to the Agreements, which provides for the payment by the City in the amounts and in installments as specified therein. The form and content of the Agreements, the provisions of which are incorporated herein by reference, hereby are in all respects authorized, approved, and confirmed; and execution of the Agreements is hereby ratified, confirmed, and approved; and from and after the execution and delivery of the Agreements, the Mayor and the City Clerk are hereby authorized, empowered and directed to do all such acts and

things and execute all such documents as may be necessary to carry out and comply with the provisions of the Agreements as executed, and as they may deem necessary or appropriate in order to implement and carry out the intent and purposes of this Resolution.

Section 4. Pledge of General Fund; Other Funds to be Used.

(a) Pledge of Funds. That for the purpose of providing funds to pay the payments due under the Agreements herein authorized, there shall be paid from funds in the General Fund for each future year the following amounts:

AMOUNT	FISCAL YEAR (JULY 1 TO JUNE 30) YEAR OF COLLECTION
\$632.37	2022/2023
\$2,529.48	2023/2024
\$2,529.48	2024/2025
\$2,529.48	2025/2026
\$2,529.48	2026/2027
\$1,897.11	2027/2028

(b) Other Funds. Nothing herein restricts the ability of the City to transfer other available funds into the General Fund for purposes of satisfying the Agreement.

(c) Additional City Funds Available. Payments coming due at any time when the proceeds of said tax on hand shall be insufficient to pay the same shall be promptly paid when due from current funds of the City available for that purpose and reimbursement shall be made from such special fund in the amounts thus advanced.

Section 5. Lease Fund. Monies in the General Fund shall be converted into a special fund therein to be known as the "2023 EQUIPMENT LEASE DEBT SERVICE FUND NO. 1" (the "Lease Fund"), which is hereby pledged for and shall be used only for the payments of the Agreements.

Section 6. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the Issuer and the holder or holders of the Agreements, and after the issuance of the Agreements no change, variation, or alteration of any kind in the provisions of this Resolution shall be made in any manner, except as provided in the next succeeding Section, until such time as all of the Agreements, shall have been satisfied and discharged as provided in the Agreements.

Section 7. Severability Clause. If any section, paragraph, clause or provision of this Resolution be held invalid, such invalidity shall not affect any of the remaining provisions hereof, and this Resolution shall become effective immediately upon its passage and approval.

Section 8. Repeal of Conflicting Resolutions. All resolutions in conflict herewith are hereby repealed.

PASSED AND APPROVED this 6th day of March, 2023.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk



The State of Arizona
State Procurement Office

In conjunction with



**NASPO ValuePoint Master Agreement for
Mailing Equipment, Supplies and
Maintenance**

(Effective May 15, 2022)

Resulting from Request for Proposals
Arizona Solicitation Number BPM003137



Request for Proposal

Solicitation No. **BPM003137**

Description:

Mailing Equipment, Supplies, and Maintenance

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

Attachment 1 Offer and Acceptance Form

SUBMISSION OF OFFER: Undersigned hereby offers and agrees to provide Mailing Equipment, Supplies, and Maintenance in compliance with the Solicitation indicated above and our Offer indicated by the latest dated version below:

Initial Offer:	1.	8/30/21	AA						
	Date		initial						
Revised Offers:	2.	X	X	3.	X	X	4.	X	X
	date #1		initial	date #1		initial	date #1		initial
	5.	X	X	6.	X	X	7.	X	X
	date #4		initial	date #5		initial	date #6		initial
Best and Final Offer:	8.	X	X						
	Date		initial						

Pitney Bowes Inc.

Offeror company name

Signature of person authorized to sign Offer

3001 Summer St.

Address

Arthur E. Adams Jr., Director, Government Contract Compliance

Printed name and title

Stamford, CT 06926

City | State | ZIP

Bill Walter, Vice President, Government and GPOs

Contact name and title

06-0495050

Federal tax identifier (EIN or SSN)

Bill.walter@pb.com

Contact Email Address

480-206-2984

Contact phone number

CERTIFICATION: By signature in the above, Offeror certifies that it:

- will not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, [Arizona] State Executive Order 2009-9 or A.R.S. §§ 41-1461 through 1465;
- has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause will result in rejection of the Offer. Signing the Offer with a false statement will void the Offer, any resulting contract, and may be subject to legal penalties under law;
- complies with A.R.S. § 41-3532 when offering electronics or information technology products, services, or maintenance; and
- is not debarred from, or otherwise prohibited from participating in any contract awarded by federal, state, or local government.

ACCEPTANCE OF OFFER: State hereby accepts the initial Offer, Revised Offer, or Best and Final Offer identified by the latest date and number at the top of this form (the Accepted Offer). Offeror is now bound (as Contractor) to carry out the Work under the attached Contract, of which the Accepted Offer forms a part. Contractor is cautioned not to commence any billable work or to provide any material or perform any service under the Contract until Contractor receives the applicable Order or written notice to proceed from Procurement Officer.

State's Contract No. is: **CTR058808**

The effective date of the Contract is: **5/15/2022**

Date

Contract awarded **1/25/2022**

Date

Nyesha Daley

Nyesha Daley, PhD

PART 3 of the Solicitation Documents
Template version 6.0 (18-NOV-2019)

SECTION 3-B: Offer Forms
Page 9 of 60

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Available online at: APP.AZ.gov



Request for Proposal

Solicitation No. **BPM003137**

Description:
Mailing Equipment, Supplies, and Maintenance

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

Attachment 3-A Method Proposal (Method of Approach)

The Offeror shall provide a narrative response to each question that demonstrates their understanding of the Scope of Work requirements and describes your company's overall method of approach for providing the service stated in this solicitation. If there is a question that is not applicable to the services required by the Scope of Work, you may mark it N/A.

Question 1: Proposed Offering:

Bidder shall identify which categories are being offered.

☒	<u>Postage Meter Rental (to include Legacy Postage Meters)</u>
☒	<u>Mailing Systems, Ultra Low Volume</u>
☒	<u>Mailing Equipment, Mailing Systems, Low Volume</u>
☒	<u>Mailing Equipment, Mailing Systems, Medium Volume</u>
☒	<u>Mailing Systems, High Volume</u>
☒	<u>Mailing System, Production</u>
☒	<u>Integrated Postal Scales</u>
☒	<u>Letter Openers, Low Volume</u>
☒	<u>Letter Openers, High Volume</u>
☒	<u>Letter Folders, Low Volume</u>
☒	<u>Letter Folders, High Volume</u>
☒	<u>Inserters, Production</u>
☒	<u>Folder/Inserters, Low volume</u>
☒	<u>Folders/Inserters, Medium Volume</u>
☒	<u>Folders/Inserters, High Volume</u>
☒	<u>Folders/Inserters, Production</u>
	<u>Envelope Mail Labeler, Low Volume</u>
	<u>Envelope Mail Labeler, Medium Volume</u>
	<u>Envelope Mail Labeler, High Volume</u>
	<u>Envelope Mail Labeler, Production</u>
☒	<u>Envelope Addressing System, Ink Jet, Low Volume</u>
☒	<u>Envelope Addressing System, Ink Jet, Medium Volume</u>
☒	<u>Envelope Addressing System, Ink Jet, High Volume</u>
	<u>Envelope Addressing System, Ink Jet, Production</u>
	<u>Tabbers, Low Volume</u>
	<u>Tabbers, Medium Volume</u>
☒	<u>Tabbers, High Volume</u>
	<u>Tabbers, Production</u>
	<u>Check Imprinting/Endorsing</u>
	<u>Pressure Sealing, Production</u>
	<u>Bursting Equipment, Production</u>
	<u>Pre-sorting Equipment, Production</u>
	<u>Extractors</u>
☒	<u>Mailing Furniture (general)</u>
☒	<u>Software, License and Subscription</u>
☒	<u>Software Integration</u>

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Section 6	NASPO ValuePoint Master Agreement Terms and Conditions
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Attachments	Additional Participating States' Terms and Conditions

REQUEST FOR PROPOSAL

Mailing Equipment, Supplies and Maintenance

Solicitation # BPM003137

Section 1: NASPO ValuePoint Solicitation - General Information

1.1. Purpose

The State of Arizona, State Procurement Office (“Lead State”) is requesting proposals for Mailing Equipment, Supplies and Maintenance in furtherance of the NASPO ValuePoint Cooperative Purchasing Program. The purpose of this Request for Proposals (RFP) is to establish multiple Master Agreements, by category with qualified Offerors to provide Mailing Equipment, Supplies and Maintenance to meet the mailing needs for all Participating States.

The objective of this RFP is to leverage the collective volume of potential purchases by numerous state and local government entities to obtain best value, and achieve more favorable pricing than is obtainable by an individual state or local government entity. The Master Agreement(s) resulting from this procurement may be used by state governments (including departments, agencies, institutions), institutions of higher education, political subdivisions (e.g., colleges, school districts, counties, cities, etc.), the District of Columbia, territories of the United States, and other eligible entities subject to approval of the individual state procurement director and compliance with local statutory and regulatory provisions. The initial term of the Master Agreement shall be two (2) years with renewal provisions as outlined in Section 6, NASPO ValuePoint Program Provisions, 3. Term of the Master Agreement NASPO ValuePoint Master Terms and conditions.

It is anticipated that this RFP may result in Master Agreement awards to multiple contractors, in the Lead State’s discretion.

This RFP is designed to provide interested Offerors with sufficient information to submit proposals meeting minimum requirements, but is not intended to limit a proposal's content or exclude any relevant or essential data. Offerors are encouraged to expand upon the specifications to add service and value consistent with state requirements.

This RFP is a replacement for the expiring Mailroom Equipment, Supplies and Maintenance Master Agreements for the State of Arizona and NASPO ValuePoint.

1.2. Lead State, Solicitation Number and Lead State Contract Administrator

The State of Arizona, State Procurement Office is the Lead State and issuing office for this document and all subsequent Amendments relating to it. This solicitation (RFP) is a competitive process, in accordance with the Arizona Procurement Code available at <https://spo.az.gov/>. The Arizona Procurement Code is a compilation in one place of

Arizona Revised Statutes (ARS) 41-2501 et seq. and administrative rules and regulations A.A.C. R2-7-1010 et seq. The solicitation # BPM003137 must be referred to on all proposals, correspondence, and documentation relating to this RFP.

The Lead State Contract Administrator identified below is the single point of contact during this procurement process. Offerors and interested persons shall direct to the Lead State Contract Administrator all questions concerning the procurement process, technical requirements of this RFP, contractual requirements, requests for brand approval, changes, clarifications, and protests, the award process, and any other questions that may arise related to this solicitation and the resulting Master Agreement. The Lead State Contract Administrator designated by the State of Arizona, State Procurement Office is:

Nyesha Daley, PhD, Statewide Procurement Manager
State of Arizona, State Procurement Office
100 N. 15th Avenue
Phoenix, Arizona 85007
Email: nyesha.daley@azdoa.gov
Phone: 602-542-4907

1.3 Schedule of Events

All dates and times are listed in the State's e-procurement system

Solicitation Release:	July 6, 2021
Pre-Proposal Conference:	July 19, 2021
Closing Date and Time:	August 17, 2021
Anticipated Award Date:	November 1, 2021

All times are Mountain Standard time unless indicated otherwise.

1.4. Definitions of Terms

The following definitions apply to this solicitation. Section 6 also contains definitions of terms used in this solicitation and the NASPO ValuePoint Master Agreement terms and conditions.

**1.1 Arizona
Procurement
Code;
A.R.S.;
A.A.C.**

"Arizona Procurement Code" means, collectively, Title 41 Chapter 23, *et. sequitur*, in the Arizona Revised Statutes (abbreviated "A.R.S.") and administrative rules R2-7-101 *et. sequitur* in the Arizona Administrative Code (abbreviated "A.A.C.").

NOTE: There are frequent references to the Arizona Procurement Code throughout the Solicitation Documents,

therefore, you will need to be familiar with its provisions to be able to understand the Solicitation Documents fully.

The Arizona Department of Administration State Procurement Office provides a reference compilation of the Arizona Procurement Code on its website:

<https://spo.az.gov/administration-policy/state-procurement-resource/procurement-regulations>

The Arizona State Legislature provides the official A.R.S. online at:

<http://www.azleg.gov/ArizonaRevisedStatutes.asp>

The Office of the Arizona Secretary of State provides the official A.A.C. online at:

<http://www.azsos.gov/rules/arizona-administrative-code>

1.2 Clarifications

“Clarifications” means, per A.A.C. R2-7-C313, communications between the Procurement Officer and Offeror for the purpose of providing a greater mutual understanding of the Offer. Clarifications may include demonstrations, questions and answers, or elaborations on previously-submitted information.

1.3 Contract

“Contract” is defined in paragraph 1.2 of the Uniform Terms and Conditions.

1.4 Contract Amendment

“Contract Amendment” is defined in paragraph 1.3 of the Uniform Terms and Conditions.

1.5 Contract Terms and Conditions

“Contract Terms and Conditions” is defined in paragraph 1.8 of the Special Terms and Conditions.

1.6 Contractor

“Contractor” is defined in paragraph 1.4 of the Uniform Terms and Conditions.

1.7 Evaluation

“Evaluation” means, per A.A.C. R2-7-C316, the process whereby the Procurement Officer will determine which Responsive offers, revised offers, and best and final offers are the most advantageous to State taking into consideration the evaluation factors set forth in the Solicitation Documents.

1.8 Negotiation

“Negotiation” means, per A.A.C. R2-7-101(32), an exchange or series of exchanges between State and an offeror for the purposes set forth in A.A.C. R2-7-C314.

1.9 Not Susceptible for Award	“Not Susceptible for Award” means, per A.A.C. R2-7-C311, that the relevant offer has been determined by the Procurement Officer to fail one or more of the tests and comparisons set forth therein. NOTE: A determination of Not Susceptible for Award and a determination of Responsive are mutually exclusive.
1.10 Offer: Initial Offer; Revised Offer; Best and Final Offer (BAFO)	“Initial Offer” means, per A.A.C. R2-7-101(33), Offeror’s proposal submitted to State in response to the Solicitation, as initially submitted. “Revised Offer” means any revised versions of the Initial Offer that Offeror has submitted to State at State’s request as permitted under A.A.C. R2-7-C314 and R2-7-C315. “Best and Final Offer” (“BAFO”) means, per A.A.C. R2-7-101(8), the Revised Offer submitted after negotiations have been completed that contain Offeror’s most favorable terms for price, service, and products to be delivered. Reference to “an Offer, “the Offer,” or “your Offer” means any of the Initial Offer, a Revised Offer, or the Best and Final Offer.
1.11 Offeror	“Offeror” is the Person submitting an Offer; instructions addressed to “you” and references to “your” items are to be construed as being synonymous with “Offeror” and “Offeror’s” throughout these Instructions to Offerors.
1.12 Pricing Document	“Pricing Document” means <u>Section 2-B</u> of the Solicitation Documents. Also known as Pricing Document as defined in the <u>Special Terms and Conditions</u>.
1.13 The State’s e-Procurement System	“The State’s e-Procurement System” is defined in paragraph 1.16 of the <u>Special Terms and Conditions</u>.
1.14 Procurement Officer	“Procurement Officer” means the person, or his or her designee, who has been duly authorized by State to administer the Solicitation and make written determinations with respect to the Solicitation. The Procurement Officer is identified in The State’s e-Procurement System.
1.15 Small Business	“Small Business” means a for-profit or not-for-profit organization, including its affiliates, with fewer than 100 full-time employees or gross annual receipts of less than \$4 million for the last complete fiscal year.
1.16 Solicitation	“Solicitation” means this procurement solicitation, which State is issuing as either:

1. an invitation for bids ("IFB") under A.R.S. § 41-2533;
2. a request for proposals ("RFP") under A.R.S. § 41-2534;
3. a request for quotations ("RFQ") under A.R.S. § 41-2535;
or
4. a request for qualifications under A.R.S. §41-2558.

Refer to the Solicitation Summary for which of the foregoing is this Solicitation.

1.17 Solicitation Amendment	"Solicitation Amendment" means, per A.A.C. R2-7-101(15), a change to the Solicitation that has been issued by Procurement Officer.
1.18 Solicitation Summary	"Solicitation Summary" means <u>Section 1</u> of the Solicitation Documents.
1.19 State	"State" is defined in paragraph 1.11 of the <u>Uniform Terms and Conditions</u> .
1.20 Subcontract	"Subcontract" is defined in paragraph 1.13 of the <u>Uniform Terms and Conditions</u> .
1.21 Subcontractor	"Subcontractor" is defined in paragraph 1.19 of the <u>Special Terms and Conditions</u> .

Lead State means the State conducting this cooperative procurement, evaluation, and award.

Offeror means the company or firm who submits a proposal in response to this Request for Proposal.

Proposer has the same meaning as Offeror

Proposal means the official written response submitted by an Offeror in response to this Request for Proposal.

"Request for Proposals" or "RFP" or "Solicitation" means the entire solicitation document, including all parts, sections, exhibits, attachments, and Amendments.

1.5. NASPO ValuePoint Background Information

NASPO ValuePoint (formerly known as WSCA-NASPO) is a cooperative purchasing program of all 50 states, the District of Columbia and the territories of the United States. The Program is facilitated by the NASPO Cooperative Purchasing Organization LLC, a nonprofit subsidiary of the National Association of State Procurement Officials (NASPO), doing business as NASPO ValuePoint. NASPO is a non-profit association dedicated to strengthening the procurement community through education, research, and communication. It is made up of the directors of the central purchasing offices in each of the 50 states, the District of Columbia and the territories of the United States. NASPO ValuePoint facilitates administration of the cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. For more information consult the following websites www.naspovaluepoint.org and www.naspo.org.

1.6. Participating States

In addition to the Lead State conducting this solicitation, the following Participating States have requested to be named in this RFP as potential users of the resulting Master Agreement:

- California
- Hawaii
- Illinois
- Iowa
- Maryland
- Ohio
- Tennessee
- Texas
- Virginia
- Washington
- Wyoming

Other entities may become Participating Entities after award of the Master Agreement. Some States may have included special or unique terms and conditions for their state that will govern their state Participating Addendum. These terms and conditions are being provided as a courtesy to Proposers to indicate which additional terms and conditions may be incorporated into the state Participating Addendum after award of the Master Agreement. The Lead State will not address questions or concerns or negotiate other States' terms and conditions. The Participating States shall negotiate these terms and conditions directly with the awarded supplier. State-specific terms and conditions are included in Attachments.

1.7. Anticipated Usage

No minimum or maximum level of sales volume is guaranteed or implied.

Section 2: Solicitation Requirements, Information and Instructions to Offerors

2.1. Pre-Offer Conference

A Pre-Offer Conference will be held at the time and place indicated in the solicitation's "Pre-Bid Conference" field as found within the State of Arizona's e-procurement system APP (<https://app.az.gov>); attendance is not required. The purpose of this conference will be to clarify the contents of the solicitation in order to prevent any misunderstanding of the State of Arizona's position. Any doubt as to the requirements of the solicitation or any apparent omission or discrepancy should be presented to the State of Arizona at the conference. The State of Arizona will then determine the appropriate action necessary, if any, and issue a written amendment to the solicitation if required. Oral statements or instructions will not constitute an amendment to the solicitation. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, or this document in an alternative format, by contacting the State of Arizona's Procurement Office listed on page 3. Requests should be made as early as possible to allow sufficient time to arrange for accommodation.

2.2. Inquiries

2.2.1 Solicitation Contact Person. Any inquiry related to this Solicitation, including any requests for inquiries regarding standards referenced in the Solicitation, shall be directed solely to the State of Arizona's Procurement Officer.

2.2.2 Submission of Inquiries. All inquiries to the State of Arizona's Procurement Officer related to the Solicitation are required to be submitted in the State of Arizona's E-Procurement System, APP (<https://app.az.gov>). All interested Proposers shall utilize the Q&A functionality provided through APP (<https://app.az.gov>). All responses to inquiries will be answered in the State's eProcurement system. Any inquiry related to the Solicitation should reference the appropriate solicitation page and paragraph number.

2.2.3 Duty to Examine. It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing (inquiries), and examine its Offer for accuracy before submitting an Offer. Lack of care in preparing an Offer shall not be grounds for modifying or withdrawing the Offer after the Offer due date and time.

2.2.4 Timeliness. Any inquiry or exception to the Solicitation shall be submitted as soon as possible and should be submitted at least seven days before the offer due date and time for review and determination by the State of Arizona. Failure to do so may result in the inquiry not being considered for a solicitation amendment.

2.2.5 No Right to Rely on Verbal or Electronic Mail Responses. An Offeror shall not rely on verbal or electronic mail responses to inquiries. A verbal or electronic mail reply to an inquiry does not constitute a modification of the solicitation.

2.3. Preparation of Proposals

2.3.1 Electronic Documents. This solicitation document is provided in an electronic format. Any unidentified alteration or modification to any solicitation documents, to any attachments, exhibits, forms, charts or illustrations contained herein shall be null and void. In those instances, where modifications are identified, the original document published by the State of Arizona shall take precedence.

2.3.2 Attachment Formats. All attachments shall be submitted in a format acceptable to the Lead State. Acceptable formats include .doc (Microsoft Word document), .xls (Microsoft Excel spreadsheet), and .pdf (Adobe Acrobat portable document format). Prospective Offerors that wish to submit attachments in other formats shall submit an inquiry to the Procurement Officer.

2.3.3 Confidential, Protected or Proprietary Information

All information identified in the “Confidential” section shall be subject to review by the Lead State in accordance with the procedures prescribed by the Lead State’s open records statute, freedom of information act, or similar law.

2331 If a person believes that any portion of a proposal, bid, offer, specification, protest or correspondence contains a trade secret or other proprietary information that should be withheld, the Offeror shall clearly designate the trade secret and other proprietary information, using the term “Confidential” and, the State of Arizona’s Procurement Officer shall be so advised in writing. An Offeror shall provide a statement detailing the reasons why the information should not be disclosed including the specific harm or prejudice that may arise upon disclosure. Such material shall be identified as “Confidential” wherever it appears. Until a written determination is made, the State of Arizona’s Procurement Officer shall not disclose information designated as “Confidential” except to those individuals deemed to have a legitimate State interest. In the event the State of Arizona’s Procurement Officer denies the request for confidentiality, the Offeror may appeal the determination to the State of Arizona’s Procurement Administrator within the time specified in the written determination. The State of Arizona, pursuant to A.A.C. R2-7-103, shall review all requests for confidentiality and provide a written determination. If the confidential request is denied, such information shall be disclosed as public information, unless the person, requests a review of that determination under A.A.C. R2-7-103(D). **Contract terms and conditions, pricing, and information generally available to the public are not considered confidential information.**

2332 All Confidential, Protected or Proprietary information must be included in one section of your response. **Do not incorporate**

Confidential, Protected or Proprietary information throughout the Proposal.

- 2.3.3.2.1 In the event that a limited amount of “Confidential, Protected or Proprietary” information is deemed necessary by the Offeror to respond to solicitation, any such information must be included in **a separate section** of the Offeror’s proposal response which is clearly marked as “Confidential”. In addition, provide a reference in the proposal response directing reader to the specific area of this protected information section.
- 2.3.3.2.2 Offerors should be aware that marking any portion of an Offer as “Confidential”, may exclude the Offer from evaluation or consideration for award.
- 2.3.3.2.3 Elements of the proposal that define the contractual requirements, such as approaches to the statement of work, prices, and schedule, may not be marked as “Confidential”. Proposals not complying with these instructions for identification and segregation of confidential and proprietary information may be rejected.
- 2.3.3.2.4 Information included in the “Confidential” section of an Offeror’s proposal is not automatically accepted and protected.

2.3.4 Exceptions to Terms and Conditions.

All exceptions included with the Offer shall be submitted in the State of Arizona’s eProcurement system in the Conformance Statements included in Part 3 of the Offer in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically accepted by the State of Arizona’s Procurement Officer in a written statement. An Offeror shall provide a statement detailing a justification for each exception item request. The Offeror’s preprinted or standard terms will not be considered by the State of Arizona as part of any resulting Contract. **All exceptions that are contained in the Offer may negatively impact an Offeror’s susceptibility for award. An Offer that takes exception to any material requirement of the solicitation may be rejected.**

2.3.5 Evidence of Intent to be Bound.

The Offer and Acceptance form within the Solicitation shall be submitted with the Offer in the State of Arizona's eProcurement system and shall include a signature by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate and complete. The Offer and Acceptance Form shall be submitted electronically with the submitted Offer no later than the Offer due date and time. Failure to return an Offer and Acceptance Form will result in rejection of the offer.

2.3.6 Subcontractors.

Offerors shall clearly list any proposed subcontractors. Include with their list of proposed subcontractors:

- Subcontractor's contact information;
- Subcontractor's certifications and or licenses required for the performance of the Contract; and,
- Subcontractor's proposed responsibilities under the Offeror's proposal.

2.3.7 Cost of Offer Preparation.

The State of Arizona will not reimburse any Offeror the cost of responding to a Solicitation.

2.3.8 Federal Excise Tax.

The State of Arizona is exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be provided by the Lead State.

2.3.9 Identification of Taxes in Offer.

The State of Arizona is subject to all applicable state and local transaction privilege taxes. If the products and/or services specified require transaction privilege or use taxes or other applicable taxes, they shall be described and itemized separately on the Offer. Arizona transaction privilege tax shall not be considered for evaluation.

2.3.10 Disclosure.

If the Offeror has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offer shall set forth the name and address of the governmental unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.

2.3.11 Unit Price Prevails.

In the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.

2.3.12 Delivery.

Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all freight, delivery and unloading at the destination(s).

2.3.13 Federal Immigration and Nationality Act.

By signing of the Offer, the Offeror warrants that both it and all proposed subcontractors are in compliance with federal immigration laws and regulation (FINA) relating to the immigration status of their employees. The State of Arizona may, at its sole discretion require evidence of compliance during the evaluation process. Should the State of Arizona request evidence of compliance, the Offeror shall have five days from receipt of the request to supply adequate information. Failure to comply with this instruction or failure to supply requested information within the timeframe specified shall result in the Offer not being considered for contract award.

2.3.14 Offshore Performance of Work Prohibited.

Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in the Offer.

2.4. Submission of Offer

2.4.1 Offer Submission, Due Date, and Time.

Offers in response to this solicitation shall be submitted within the Lead State's e- Procurement system, APP (<https://app.az.gov>). Offers shall be received before the date/time listed in the solicitation's 'Bid Due Date' field. Offers submitted outside of APP, or those that are received on or after the date/time stated in the 'Bid Opening Date' field, shall be rejected. Questions about the submission date and/or time shall be directed to the State of Arizona's Procurement Officer or to the APP Help Desk (app@azdoa.gov or 602.542.7600).

2.4.2 Offer Amendment or Withdrawal.

An Offer may not be amended or withdrawn after the offer due date and time except as otherwise provided under applicable law.

2.4.3 Electronic Submission of Offer.

order for it to be completely/properly received and evaluated. Prior review of the guides available via <https://app.az.gov> and on <https://spo.az.gov> "Vendor Resources" tab can be of assistance in understanding the electronic submission process.

2432 The Lead State (State of Arizona) accepts no responsibility for a prospective Offeror not receiving solicitation documents and/or revisions to the solicitation. It is the responsibility of the prospective Offeror to monitor their emails for such notices and to monitor APP (<https://app.az.gov>) to obtain RFP addenda or other information relating to the RFP.

2.4.4 Non-collusion, Employment, and Services.

By signing the Offer and Acceptance form or other official contract form, the Offeror certifies that:

2441 The Offeror did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and,

2442 The Offeror does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with applicable federal, state and local laws and executive orders regarding employment.

2.4.5 Waiver and Rejection Rights:

Notwithstanding any other provision of the Solicitation, the State reserves the right to:

2451 Waive any minor informality;

2452 Reject any and all Offers or portions thereof; or,

2453 Cancel the Solicitation. If the Lead State (State of Arizona) determines such action to be in the collective best interests of Participating States, this solicitation may be canceled at any time, up until the time of award of the Master Agreement(s).

2.4.6 A responsive, responsible Offeror shall submit the following:

2461 Offer and Acceptance. Offers shall include a signed Offer and Acceptance form. The Offer and Acceptance form shall be signed with a signature by the person authorized to sign the Offer, and shall be submitted in the State of Arizona's eProcurement system with the Offer no later than the Solicitation due date and time. Failure to return an Offer and Acceptance form will result in rejection of the Offer.

2462 Acknowledgement of Solicitation Amendments. Offeror shall acknowledge Solicitation Amendments electronically in APP

(<https://app.az.gov>) no later than the Offer due date and time. Failure to acknowledge all/any Solicitation Amendments may result in rejection of the Offer.

2.4.6.2.1 Alternately to the electronic acknowledgement in APP, the Offeror can attach a counter-signed copy of each Amendment in APP as part of their Offer.

2463 Offer Forms: Offerors shall include all Offer Forms in part 3 of the solicitation, completed accurately, in the format provided and according to the instructions. Failure to follow Offer Form instructions will result in rejection of Offer.

2.5. References and Experience

The Offeror agrees that by submitting an Offer, the State of Arizona or its designated agent may contact any entities listed in the Offer or any entities known to have a previous business relationship with the Offeror for the purpose of obtaining references relative to past performance and verifying experience or other information submitted with the Offer. In addition, by submitting an Offer, the Offeror is agreeing to give permission to the entity to provide information and the Offeror will take whatever action is necessary to facilitate, encourage or authorized the release of information, if necessary, the Offeror shall sign a release to obtain information.

2.6 Responsibility

In accordance with A.R.S. §41-2534(G), A.A.C. R2-7-C312 and R2-7-C316, the State of Arizona shall consider, at a minimum, the following in determining Offeror's responsibility, as well, as the Offeror's responsiveness and acceptability for contract award.

2.6.1 Whether the Offeror has had a contract within the last five (5) years that was terminated for cause due to breach or similar failure to comply with the terms of the contract;

2.6.2 Whether the Offeror's record of performance includes factual evidence of failure to satisfy the terms of the Offeror's agreements with any party to a contract. Factual evidence may consist of documented vendor performance reports, customer complaints and/or negative references;

2.6.3 Whether the Offeror is legally qualified to contract with the State of Arizona and the Offeror's financial, business, personnel, or other resources, including subcontractors;

2.6.3.1 Legally qualified includes if the vendor or if key personnel have been debarred, suspended or otherwise lawfully

prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.

- 2.6.4 Whether the Offeror promptly supplied all requested information concerning its responsibility;
- 2.6.5 Whether the Offer was sufficient to permit evaluation by the State of Arizona, in accordance with the evaluation criteria identified in this Solicitation or other necessary offer components. Necessary offer components include: attachments, documents or forms to be submitted with the offer, an indication of the intent to be bound, reasonable or acceptable approach to perform the Scope of Work, signed Solicitation Amendments, references to include experience verification, adequacy of financial/business/personal or other resources to include a performance bond and stability including subcontractors and any other data specifically requested in the Solicitation;
- 2.6.6 Whether the Offer was in conformance with the requirements contained in the Scope of Work, Terms and Conditions, and Instructions for the Solicitation and its Amendments, including the documents incorporated by reference;
- 2.6.7 Whether the Offer limits the rights of the State;
- 2.6.8 Whether the Offer includes or is subject to unreasonable conditions, to include conditions upon the State of Arizona or necessary for successful Contract performance. The State of Arizona shall be the sole determiner as to the reasonableness of a condition;
- 2.6.9 Whether the Offer materially changes the contents set forth in the Solicitation, which includes the Scope of Work, Terms and Conditions, or Instructions; and,
- 2.6.10 Whether the Offeror provides misleading or inaccurate information.

2.7. Responsiveness and Acceptability

Proposals that do not contain information sufficient to evaluate the proposal in accordance with the factors identified in the solicitation or other necessary proposal components may not be considered responsive and/or acceptable. Necessary components include an indication of the Offeror's intent to be bound, price proposal, solicitation amendments, bond and reference data as required.

2.8. Opening

Proposals received by the correct time and date will be opened and the name of

each Offeror will be publicly available through the State of Arizona's eProcurement system (<https://app.az.gov>). Proposals will not be available on the eProcurement system until after contract award.

2.9. Offer Acceptance Period

Responses to this RFP, including proposed costs, will be considered firm for one hundred and eighty (180) days after the proposal due date and time.

2.10. Clarifications

Upon receipt and opening of proposals submitted in response to this solicitation, the State may request oral or written clarifications, including demonstrations or questions and answers, for the sole purpose of information gathering or for eliminating minor informalities or correcting nonjudgmental mistakes in proposals. Clarifications shall not otherwise afford Offerors the opportunity to alter or change their proposal.

2.11 Oral Presentations

The State of Arizona may request oral presentations. If requested, the Offeror shall be available for oral presentations with no more than ten (10) business days' advance notice. Participants in the oral presentations should include the Offeror's key persons. Such oral presentations shall not otherwise afford an Offeror the opportunity to alter or change its Offer.

2.12. Evaluation

In accordance with the Arizona Procurement code A.R.S. § 41-2534, awards shall be made to the responsible Offeror(s) whose proposal is determined in writing to be the most advantageous to the State based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance:

1. Capacity of Offeror, Years of Experience
2. Method of Approach
3. Cost

Exceptions to the Terms and Conditions, may impact an Offeror's susceptibility for award.

2.13 Discussions

In accordance with A.R.S. § 41-2534, after the initial receipt of proposals, the State may conduct discussions with those Offerors who submit proposals determined by the State to be reasonably susceptible of being selected for award.

2.14. Best and Final Offer (BAFO)

If discussions are conducted, the State of Arizona shall issue a written request for Best and Final Offers (BAFO's). The request shall set forth the date, time and place

for the submission of BAFO's. BAFO's shall be requested only once; unless, the State of Arizona makes a determination that it is advantageous to conduct further discussions.

2.15 Contract Award

Award of a contract will be made to the most responsive and responsible Offeror(s), by category, whose proposal is determined to be the most advantageous to the State of Arizona based on the evaluation criteria set forth in the solicitation.

2.15.1 Number of Types of Awards.

2.15.1.1 Each State reserves the right to enter into a single Participating Addendum (PA) or enter into multiple PAs, whichever is most advantageous to the Participating State.

2.15.2 Contract Inception. An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the State of Arizona's Procurement Officer's signature on the Offer and Acceptance form. A notice of award or of the intent to award shall not constitute acceptance of the Offer.

2.16 Public Record

All Proposals submitted in response to this Request for Proposal shall become the property of the State of Arizona and shall become a matter of Public Record available for review and must be retained by the State of Arizona for six years. Offers shall be open and available to public inspection through the State of Arizona's eProcurement system after Contract award, except for such Offers deemed to be confidential by the State of Arizona.

2.17 Protests

A protest shall comply with and be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9 and rules adopted thereunder. Protests shall be in writing and be filed with both the State of Arizona's Procurement Officer of the purchasing agency and with the State of Arizona's Procurement Administrator. A protest of a Solicitation shall be received by the State of Arizona's Procurement Officer before the Offer due date. A protest of a proposed award or of an award shall be filed within ten (10) days after the protester knows or should have known the basis of the protest. A protest shall include:

2.17.1 The name, address and telephone number of the protester;

2.17.2 The signature of the protester or its representative;

2.17.3 Identification of the purchasing agency and the Solicitation or Contract number;

- 2.17.4 A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and,
- 2.17.5 The form of relief requested.

Section 3: Scope of Work

Contractor shall provide equipment, services, and maintenance support to meet the mailing needs of the customer per the limitations of their award. The applicable product range will include, but not be limited to, software license and subscriptions, ultra-low volume equipment through equipment used in mailing production environments, including postage meter rental, accessories, supplies, and maintenance. All equipment and services offered must meet the approval of the USPS® if applicable.

3.2 Products

- 3.2.1 Any awarded contractor(s) shall also include, upon agency request, information on all environmental features of each item, including but not limited to: energy efficiency modes and their operation, double sided copying operations and double sided default programming, the extent to which any supplies and other packaging may qualify for recycling, re-manufacturing, and will provide the environmental and economic benefits of these features.
- 3.2.1.1. **Printers** – The only printers allowed for purchase through this solicitation are special printers sole use for which is tied to mailroom equipment. If a regular printer (e.g. an HP Printer) is able to be utilized in the same fashion, and function as the printer available from the Contractor, then the printer from the Contractor is not allowed. Allowable printers may be purchased with a mailroom equipment system or as a product replacement from a purchase from this or a previous Master Agreement.
- 3.2.1.2. **Computers** - The only computers allowed for purchase through this Master Agreement are those computers dedicated to mailroom equipment and operations.
- 3213 **Furniture** - Furniture is being awarded within each category as well as being classified as an independent category. The furniture that is applicable to the independent furniture category is furniture that is specific to mailrooms but not specific to the mail equipment category. E.g. Case work or mobile mail cart etc. The furniture section within each category is relevant to furniture that would be considered specific to the Mailing Equipment with which they are compatible.
- 3214 **Accessories** – All accessories, including tablets and scanners, shall be relevant to the functioning of a mailroom. If there is any concern over a specific item being included in this category, said items will be submitted to the Lead State Contract Administrator for a decision. The Lead State Contract Administrator's decision is the final determination as to whether an item is included in the Scope of any Master Agreement.

- 321.5 **Trade In/Buy Back** - Contractor shall provide a Trade in /Buy Back program to help ensure Participating Entity has the best options to meet their needs. This program is required; however, it is at the sole option of the Participating Entity to utilize this program.
- 321.6 All equipment identified as EnergyStar compliant shall be delivered and installed with the Energy Star or similar power management features enabled.

3.3. Remanufactured Equipment

- 3.3.1 A Contractor may offer Remanufactured or Refurbished Equipment that is certified by the Manufacturer. All Remanufactured or Refurbished Equipment will be clearly labeled as Remanufactured equipment. Pricing will be based on a quote and on an Individual Case Basis (ICB). Pricing must not exceed prices listed in approved price book at the time of purchase. All quotes will also provide the fixed annual maintenance rate for years 2-5. Remanufactured equipment shall come with a 1 year all-inclusive as new-warranty and the Offeror shall be able to provide maintenance for years 2-5 that includes all service, labor, software maintenance, and parts. If for any reason a Contractor is not able to provide maintenance (including parts), the Contractor(s) will provide, entirely at their expense, a replacement piece of equipment and/or software. Any replacement items shall have the equal or greater performance and functionality along with the maintenance for the equipment for the duration of the original five (5) year maintenance period (including maintenance on the replacement equipment) at no additional charge. All other requirements of the Master Agreement continue to apply.

3.4. Shipping and Delivery

- 3.4.1 Shipping is to be FOB destination, inside to the contiguous 48 states, Washington DC and point of exportation for Alaska, Hawaii, Puerto Rico, and territories for shipments outside the 48 contiguous states. The point of exportation location must be agreed to, in writing, by the vendor and the Participating Entity. At that point, shipping terms, charges and conditions should be negotiated with the end-user. These Participating Entities must be notified in advance of any possible shipping charges and mutually agreed to in writing before any purchase or lease is allowed.
- The Contractor(s) shall furnish equipment within twenty (20) business days after receipt of order, or a delivery time mutually agreed upon, in writing, between the Participating Entity and the Contractor. The Contractor shall notify the Participating Entity in advance of delivery of equipment so that the Participating Entity can make necessary arrangements. Delivery of start-up supplies shall be made upon or before delivery of equipment. Delivery shall be made in accordance with instructions (time and quantities ordered) from the

Participating Entity as detailed on the Purchase Order. All deliveries shall be accompanied with a Bill of Lading containing the Purchase Order number, the items ordered, the Master Agreement numbers, (both the Master Agreement number and the Participating Entities number) pricing and any special instructions. If there is a discrepancy between the Purchase Order and what is listed on the Master Agreement, it is the Contractor's obligation to seek clarification from the Participating Entity.

All deliveries and installation work shall be performed during regular working hours, defined as 7:00 A.M. to 6:00 P.M. Monday through Friday. Changes may be granted with written approval of the Participating Entity. Any delivery required to be performed outside regular working hours or on Saturdays, Sundays or legal holidays, as may be reasonably required consistent with contractual obligations, and if agreeable to both the Contractor and the Participating Entity, shall be agreed to in writing by both parties.

The Contractor shall be responsible for the delivery of equipment in first class condition at the point of assembly, and in accordance with good commercial practices. The Contractor shall also be responsible for the removing of all debris associated with the purchase from the premises.

- Packing for shipment shall be provided to adequately protect the product and ensure safe shipment.
- Shipping cases shall be marked to indicate the name of the Contractor/Manufacturer's name and address of receiving Participating Entity, Purchase Order number, and Contract number (both the Master Agreement number and the Participating Entities number).

Participating Entities are authorized to order and the Contractor is authorized to ship only those items approved and awarded under the Master Agreement. If any items other than those awarded in the applicable Master Agreement and not eliminated in the PA negotiation process have been ordered and delivered, the Participating Entity shall take any steps necessary to have the items returned to the Contractor. Contractor shall issue full credit upon return of item(s). Violation may result in administrative actions including, but not be limited to termination of the Participating Addendum or the Master Agreement.

3.4 Training & Support Services

- 3.4.1 Upon delivery and installation of specified equipment, the Contractor shall provide training to personnel designated by the Participating Entity. Operational Training must be provided to the designated personnel until the personnel are able to operate the

equipment independently. The amount of training is determined by the complexity of the equipment purchased, rented or leased by the Participating Entity. Installed product and system training shall be included in the price. Contractor shall provide additional training at the Participating Entity's request throughout the life of the equipment. All training will be performed on the Participating Entity's sites, via remote or electronic delivery. Site required training will be at no additional charge if the equipment is either under warranty or an active maintenance plan. Upon the mutual agreement of both parties, additional training outside of initial installation will be at the participating entity's expense. Contractor will be responsible for the cost of all travel, lodging and food; no charges will be passed on to the Participating Entity.

The Contractor must agree to maintain a toll-free technical support telephone line. The telephone line shall be accessible to Participating Entity personnel who need to obtain competent technical assistance regarding the installation or operation of the Contractor's equipment. The toll-free support line shall be available during regular working hours, defined as 7:00 A.M. to 6:00 P.M. local time Monday through Friday.

3.5 Instruction Manuals

- 3.5.1 Instruction manuals shall be included at no cost for each piece of equipment that is purchased or rented. The instruction manual shall contain, but not be limited to:
- Glossary
 - A section defining the capabilities of the equipment (specifications)
 - A general section describing the technical operation of the equipment
 - A section describing the installation and use criteria of the equipment
 - A section on the primary points of contact for sales, training and maintenance/service
 - All manuals and instruction shall be in the English language

3.6 Technology Advancements

New equipment and technologies may be considered for the possible implementation as long as they are in consonance with USPS rules and guidelines. New equipment and technologies may be offered to the Lead State, twice annually for review and approval. New products are added at the discretion of the Lead State.

3.7 Software purchases or subscriptions

Software acquired under this Master Agreement shall be specific to the needs of mail operations. Purchase order shall reference a manufacturer's most recent release or version of the product unless the Participating Entity specifically requests in writing a different version. As a minimum, software licenses shall provide license rights as prescribed in section 20 of the NASPO ValuePoint Master Agreement Terms and Conditions in Section 6 of this RFP. Software rights other than as proposed shall be negotiated and agreed to by the Participating Entity as defined in the Participating Addendum.

- 3.7.1 In addition to the services directly associated with the receipt of product under this Scope, the Contractor(s) will provide services related to the selection, purchase and management of distributed software, these services include, but are not limited to:
 - 3.7.1.1 Assemble, Production Equipment Only
 - 3.7.1.2 Software Installation/Integration
 - 3.7.1.3 Design, Production Equipment only
 - 3.7.1.4 Maintenance, Annual and Time and Material
 - 3.7.1.5 Legacy Maintenance
 - 3.7.1.6 Lease/Rental/Purchase Options

3.8. Equipment Performance

- 3.8.1 Equipment at each individual location shall maintain, at all times a 95% or better uptime. Downtime shall be computed from the time the Contractor representative is notified of equipment failure until the equipment is fully operational. Equipment that does not meet the performance standard of 95% for a two (2) consecutive month period or for three (3) months in a rolling twelve (12) month period shall be replaced by the Contractor with equal or better equipment. It is understood and accepted that equipment failure may not be attributed to the use of recycled paper and/or recycled/remanufactured supplies, as long as those products meet the specifications set by the USPS.

- 3.8.2 *Repair or Replacement of Unsatisfactory Equipment.*

The Contractor shall grant a credit for any equipment which fails to perform at the effectiveness level defined in section 3.8.1. The credit shall be equivalent to the percentage of down time experienced within that month.

The Contractor may elect to replace a defective component in Production Equipment. The Participating Entity shall notify the Contractor in writing if the repair does not resolve the issue. This written notification will act as a cure letter allowing fifteen (15) days to have resolution plan in place.

During the warranty period, unsatisfactory equipment performance will require an even exchange of equipment of equal or greater performance at no additional cost.

After the warranty period, the credit value shall be the amount paid at the time of purchase.

If equipment or software is not functional after 60 days of delivery, the Purchasing Entity may return for full refund or cancel any rental or lease agreement with no fees or charges of any kind.

3.9. Maintenance on Purchased Equipment

3.9.1 This Master Agreement recognizes two (2) categories of maintenance, Preventive maintenance and Repair Service which is covered by the Service Level Agreement. The Contractor must have the resources, distribution capabilities, inventory of parts, consumable supplies, and staff to meet the requirements of the Master Agreement. Contractor or Contractor's Authorized Dealers/Partners shall maintain replacement parts to ensure minimum downtime. Pricing shall include all maintenance including, but not limited to, all parts, labor and time, and preventative maintenance services at the levels specified for each piece of equipment. The Contractor must offer a full service maintenance contract for all equipment placed. However, the Participating Entity shall have the option of not entering into a maintenance/service contract on purchased equipment, but choose to utilize the Time and Materials option. On-site service shall be available on an immediate need service call basis. Preventive scheduled maintenance is based on the equipment requirements by the Manufacturer. These shall include, cleaning, lubrication, parts replacement and necessary adjustments. Maintenance on any equipment purchased under the Master Agreement must be available for five years.

- Contractor /Authorized Dealer shall provide and maintain a toll-free number, an email address and a fax number for Maintenance and Repair Service.

3.9.2 If a Contractor is called due to non-performance of a system, and the Contractor arrives and determines that the issue is with an excluded item and not their product, they will notify the Purchasing Entity. If the equipment is under a maintenance agreement or in the initial one-year warranty time frame, there will be no cost to the Purchasing Entity for the diagnostic call. If the equipment is not under warranty or a maintenance plan the Contractor may charge their hourly contracted rate.

3.10 Service Level Agreements

3.10.1 All Service Level Agreements shall meet the following requirements:

3.10.1.1 Two (2) hour response time (acknowledgement) to all written or oral notices of a service requirement due to

- an equipment stoppage or malfunction.
- 3.10.12 A factory trained service technician, shall be on site before close business or within 4 hours at the start of the next business day.
- 3.10.13 Any Purchasing Entities that require a 24hr/7 days per week maintenance agreement will be negotiated during the PA process.
- 3.10.14 All parts that require maintenance by a service technician are to be included and considered part of the service repair plan. Failed/defective parts shall be replaced at no additional charge to the Participating Entity.
- 3.10.15 Consumable supplies shall be billed separately.
- 3.10.16 If the equipment includes licensed software, the Contractor shall provide software support.
- 3.10.17 Contractor shall maintain a service log for each piece of equipment at each location. Service log shall be available for Participating entity to review.
- 3.10.18 The Contractor shall supply loaner equipment at equal or greater functionality, at no additional charge, for any inoperable equipment exceeding three (3) business days from time of diagnosis. The Contractor may offer, in lieu of loaner equipment, to provide production or alternative services during the period of repair. This shall be mutually agreed upon in writing beforehand.

3.11 Legacy Maintenance

- 3.11.1 The Contractor shall provide maintenance on legacy devices already sold to a Participating Entity. Pricing will be provided on an Individual Case Basis (ICB), through a quote process.
- 3.11.2 The Contractor must have the resources, distribution capabilities, inventory of parts, consumable supplies and staff to meet the requirements of any Master Agreement. Legacy maintenance pricing shall include but not be limited to all parts, labor and time at the levels specified for each piece of equipment that has previously been purchased from the Manufacturer. The Participating Entity shall have the option of not entering into a maintenance/service contract on purchased equipment, but choose to utilize the Time and Materials option. On-site service is to be available on both an immediate need service call basis, and as needed for preventive maintenance. Preventive maintenance shall be based on the needs of the individual equipment as determined by the manufacturer. This shall include cleaning, lubrication, necessary adjustments, and replacement of unserviceable parts. Maintenance shall be available for equipment that is up to 10 years old from date of purchase.

3.12 Design and Software Consulting Services

Design layout services must be provided at no cost by the Contractor, with the exception of production environment equipment and software consulting services. The total number of hours/days required for services must be agreed to in writing before any design services or software consulting services are initiated. The Contractor shall only charge for actuals costs incurred.

3.13 Installation/Integration

- 3.13.1 All equipment prices shall include installation, with the exception of integrating software solutions and Production Equipment. Contractor may charge the contracted rate for integrating software and Production equipment installation. The total number of hours/days needed shall be agreed to, in writing, before any Installation or, Integration services may be initiated. The Contractor shall charge only for actual costs incurred.
- 3.13.2 If a Contractor needs to utilize special Rigging (e.g. a crane) where the Participating Entity does not have an elevator accessible for moving the equipment, they may charge the hourly Installation /Integration rate. However, all “rigging” charges shall be mutually agreed to, in writing, before work begins.
- 3.13.3 Contractor shall affix a label or a decal to the equipment at the time of installation showing warranty period by dates, and the name, address, and telephone number of the Contractor responsible for warranty service of the equipment.
- 3.13.4 The Contractor and the participating entity shall, prior to purchase, review the installation location to ensure the proposed location meets the manufacturer's installation criteria. If special installation is required, the Contractor and Participating Entity shall agree in writing, to the total cost of the installation based on the hourly/daily rates provided within the Master Agreement. Should the proposed installation location not meet established installation criteria, the Contractor and the Participating Entity may attempt to locate an alternate mutually agreeable location for the equipment.

3.14 Software Maintenance.

Maintenance shall be available for all software licenses purchased. Software maintenance shall include all software updates, patches and new releases/versions and shall be available to all Participating Entities. It is the Contractor's responsibility to communicate all updates, patches, and new releases/versions to all end users. No additional fee shall be charged for installation of the upgrades. The Contractor shall be responsible for Postage Scale software licensing.

3.15 Equipment Leasing.

Participating Entities may enter into lease agreements for the products covered in the Master Agreement. Responders who wish to participate in lease agreements with these individual states/entities must submit copies of all of their lease agreements with their response to this RFP. The lease agreements will not be reviewed or evaluated as part of the RFP evaluation process. The agreements will simply be made available to any state or entity who wishes to negotiate a lease agreement with a Contractor. Any additional Terms and Conditions submitted that are specifically for Equipment Leasing will not become part of the Master Agreement, but the negotiated Lease T&C's will be made part of the PA.

3.16 Equipment Rental.

Individual Participating States and Participating Entities may enter into rental agreements for the products covered in the Master Agreements resulting from the RFP, if they have the legal authority to enter into these types of agreements. Responders who wish to participate in rental agreements with these individual Participating Entities must submit copies of all of their pertinent rental agreements with their responses to this RFP. No additional Terms and Conditions shall apply to any rental agreements. The rental agreements will not be reviewed or evaluated as part of the evaluation process. The agreements will simply be made available to any state or entity who wishes to negotiate a rental agreement with a Contractor. Any additional Terms and Conditions submitted that are specifically for Equipment Rental will not become part of the Master Agreement, but the negotiated Rental T&C's will be made part of the PA.

3.17 Customer Service and Representation

- 3.17.1 *Dedicated Representation and Timely Response.* Contractor shall provide a dedicated representative for each Participating Entity. The Contractor shall submit a list of all Subcontractors by State. The list shall include the name of the dealer, the contact name, title, phone number, physical address, and email address. The Participating Entity shall have sole discretion as to which of the Subcontractors they choose to utilize. The Representative will provide an individual for quote assistance, equipment, services and support recommendations, track and report on equipment lease/rental renewal deadlines, and serve as a contact point for the Participating Entity. Contractor and Authorized Dealers must commit to returning phone calls or responding to emails within two business days.
- 3.17.2 *Problem Escalation.* Contractor must provide an incident escalation path for each Participating Entity, providing on that Participating Entity's website, the name, contact information, and role of individuals to whom problems should be escalated if the problems are not resolved by primary contact with both the Contractor and Authorized Dealer/Partner.
- 3.17.3 *Contract Reviews.* The Contractor shall attend an annual meeting with Lead State Contract Administrator and sourcing team to review

usage and discuss any issues that are occurring, if requested. The Contractor shall meet more often if the Lead State Contract Administrator deems necessary. The Contractor shall conduct a customer satisfaction survey and detailed issues encountered during the previous six-month term. The Contractor shall be prepared to discuss overall effectiveness of contract, total sales, potential cost savings opportunities when could be passed through to the Participating Entities. In a renewal year, the annual review will take place prior to contract extensions. The Lead State Contractor Administrator shall schedule the meeting with the Contractor.

3.18 Price

Pricing shall be a discount off of MSRP list price, with the following exceptions:

1. Maintenance shall be priced based on a Time and Material basis (hourly rate), Design (For Production Equipment only),
2. Installation (Production Equipment only), and Software Consulting Services shall be provided on an hourly/daily rate basis.

Contractor shall submit catalog within 15 days of notice of award. Catalog will include MSRP prices, SKU#, and final contract price. Contractor may propose new products within the category on an annual basis; approval will be at the discretion of the Lead State.

Individual Participating Addendum (PA) may use the Master Agreement pricing as a base and may negotiate an adjusted rate. Any negotiated PA rates, exclusive of taxes or any individual state's administrative fee, shall not exceed the Master Agreement rates. As requested by Purchasing Entity, for example on a high volume single order, Contractor may negotiate to reduce cost for the Participating Entity. Firm individual order quotes shall be provided to Purchasing Entity prior to order submittal. All quotes for purchase, rental or lease shall contain enough detail to easily validate pricing contained within the Master Agreement.

- 3.18.1 *Telephone or Email Quote Support.* Contractor/Authorized Dealer shall accept requests for quotes by telephone, fax, and email. Contractor /Authorized Dealer shall provide and maintain a toll-free number for Purchasing Entity to use. Contractor shall provide an email address for receipt of requests for price quotes. The Contractor must provide written quotes by fax, email or online as requested by the Participating Entity.
- 3.18.2 *Timely Quotes.* Contractor/Authorized Dealer agrees to provide quotes in a timely fashion. Expected response should be within 24 hours but no more than three business days after receiving all of the pertinent information.
- 3.18.3 *Guaranteed 90 Day Quote.* Contractor is required to honor all quotes for 90 calendar days.

- 3.18.4 *Sales Promotion.* The Contractor may conduct sales promotions involving specific products for specified time periods. The promotion should include: the product, the promotional price as compared to the original price and the start and end dates of the sales promotion. The contractor shall maintain a record of all sales promotions and make it available upon request.
- 3.18.5 *Extra-contractual Products and Services Prohibited.* Products and services not awarded in this contract are prohibited from being offered.

3.19 Product Categories

Postage Meter Rental (to include Legacy Postage Meters)

- Digital postage meter must have display that provides date, piece-count, postage used, and postage unused.
- Must be refillable by phone and/or electronically that may be placed on a master account or paid by a purchase card.
- Must imprint postage from \$0.01 to \$99.99.
- No administrative fees for postage meter refills.
- Rental renewal available annually.
- No automatic renewals shall be allowed on this contract.
- No penalties for early rental termination.

Mailing Systems. Ultra Low Volume

- Digital or IBI (Information Based Indicia) Operation to conform with all USPS® requirements.

-
- Manual Feed.
 - Must meter, date envelopes.
 - Handles mail envelopes from 3½" x 5" to 12" x 15".
 - Interfaces with postage scales.
 - Must include locking key or security feature.
 - Must imprint postage from \$0.01 to \$99.99.
 - Must have replaceable ink cartridge.
 - Must have wet or dry tape system for oversize packages.

Mailing Equipment. Mailing Systems. Low Volume

- Digital or IBI (Information Based Indicia) Operation to conform with all USPS® requirements.
- Minimum feed speed of 30 pieces/minute.
- Must meter, date, and seal envelopes.
- Handles standard mail envelopes from 3½" x 5" to 12" x 15".
- Interfaces with postage scales.
- Must include locking key or security feature.

- Must imprint postage from \$0.01 to \$99.99.
- Must have replaceable ink cartridge.
- Must have wet or dry tape system for oversize packages.

Mailing Equipment, Mailing Systems, Medium Volume

- Digital or IBI (Information Based Indicia) Operation to conform with USPS® requirements.
- Minimum feed speed of 45 pieces/minute.
- Must meter, date, and seal envelopes.
- Handles letter mail and large envelopes up to 3/8" thick and 7-1/2" wide.
- Interfaces with postage scales up to 100 lbs.
- Includes tape dispenser for parcel.
- Must imprint postage from \$0.01 to \$99.99.
- Must include locking key or security feature.
- Must have replaceable ink cartridge.
- To include water reservoir with water level indicator.
- Must have sealed and non-sealed modes.

Mailing Systems, High Volume

- Digital or IBI (Information Based Indicia) Operation to conform with USPS® requirements.
- Minimum feed speed of 200 pieces/minute.
- Must meter, date, and seal envelopes.
- Handles letter mail and large envelopes from 3"x 5" to 13" x 13".
- Interfaces with postage scales up to 100lbs.
- Includes Tape Dispenser for parcel.
- Must imprint postage from \$0.01 to \$99.99.
- Must include locking key or security feature.
- Must have replaceable ink cartridge.
- To include water reservoir with water level indicator.
- Must have sealed and non-sealed modes.

Mailing System, Production

- Digital or IBI Operation to conform with USPS® requirements.
- Minimum feed speed of 300+ pieces/minute.
- Must meter, date, and seal envelopes.
- Handles letter mail and large envelopes from 3"x 5" to 13" x 13".
- Interfaces with postage scales up to 100 lbs.
- Includes Tape Dispenser for parcel.
- Must imprint postage from \$0.01 to \$99.99.
- Must include locking key or security feature.
- Must have replaceable ink cartridge.
- To include water reservoir with water level indicator.
- Must have sealed and non-sealed modes.

Integrated Postal Scales

- Capable of Interfacing with Postage Meter.
- Includes variety of rates including: Standard, First Class, Priority Mail, Certified Mail, Return Receipt Registered, C.O.D., Insured, Registered, Bulk Rates, etc.
- Includes keyboard graphics, operator prompts and menu selections.
- Special Carrier Rates.
- Capable of weighing to a 32nd of an oz., displaying in increments of 0.5 oz.
- Must electronically set postage meter by the touch of one button.
- Must include postal rate changes at no additional cost throughout the lease or maintenance contract.

Letter Openers. Low Volume

- Includes Feeder and Stacker, Variable Trim Control.
- Processing speed up to 10,000 pieces per hour Minimum.
- Self-Sharpening trim blade adjusts to allow for narrow or wide cut.
- Includes Tray that collects 80 #10 opened envelopes and trimmings

Letter Openers. High Volume

- Includes Feeder and Stacker, Variable Trim Control.
- Processing speed over 20,000 pieces per hour Minimum.
- Self-Sharpening trim blade adjusts to allow for narrow or wide cut.
- Includes Tray that collects 150 opened envelopes and trimmings.

Letter Folders. Low Volume

- Automatic.
- Folds up to 10,000 sheets per hour minimum.
- Completes Standard or Custom folds. •
- Handles at a minimum paper from 3-1/8" x 4" x 9-1/2" x 14".

Letter Folders. High Volume

- Automatic.
- Folds more than 20,000 sheets per hour minimum.
- Completes Standard or Custom folds.
- Handles at a minimum paper from 3-1/8" x 4" x 12" x 18".
- Able to process Multiple Folds.

Inserters. Production

- Processes up to 5,500 sheets per hour minimum.
- Feeds, collates, folds, and, inserts material into envelopes.
- Jobs can be pre-programmed.

Folder/Inserters. Low volume

- Automatic.
- Completes Standard or Custom folds.
- Handles paper from 3-1/8" x 4" x 9-1/2" x 14".
- Processes up to 1,500 sheets per hour minimum.
- Feeds, collates, folds, and, inserts material into envelopes.
- Jobs can be pre-programmed.

Folders/Inserters. Medium Volume

- Automatic.
- Completes Standard or Custom folds.
- Handles paper from 3-1/8" x 4" x 9-1/2" x 14".
- Processes up from 1501 – 4,999 sheets per hour minimum.
- Feeds, collates, folds, and, inserts material into envelopes.
- Jobs can be pre-programmed.

Folders/Inserters. High Volume

- Automatic.
- Completes Standard or Custom folds.
- Handles paper from 3-1/8" x 4" x 9-1/2" x 14".
- Processes up to 5,000 – 9,999 sheets per hour minimum.
- Feeds, collates, folds, and, inserts material into envelopes.
- Jobs can be pre-programmed.

Folders/Inserters. Production

- Automatic.
- Completes Standard or Custom folds.
- Handles paper from 3-1/8" x 4" x 9-1/2" x 14".
- Processes over 10,000 sheets per hour minimum.
- Feeds, collates, folds, and, inserts material into envelopes.
- Jobs can be pre-programmed.

Envelope Mail Labeler. Low Volume

- Label Speed: up to 5,000 # 10 envelopes per hour.
- Applies permanent (peel off) labels ranging in size from 1" to 4" high and maximum backing strip of 6".
- Adjustable label positioning from side-to-side and top-to-bottom of document.
- Motor driven take-up reel for label backing and control for adjusting for different types of labels and backing.
- Includes digital counter.

Envelope Mail Labeler. Medium Volume

- Label Speed: up to 10,000 # 10 envelopes per hour.
- Applies permanent (peel off) labels ranging in size from 1" to 4" high and maximum backing strip of 6".
- Adjustable label positioning from side-to-side and top-to-bottom of document.

- Motor driven take-up reel for label backing and control for adjusting for different types of labels and backing.
- Includes digital counter.

Envelope Mail Labeler, High Volume

- Label Speed: up to 15,000 # 10 envelopes per hour.
- Applies permanent (peel off) labels ranging in size from 1" to 4" high and maximum backing strip of 6".
- Adjustable label positioning from side-to-side and top-to-bottom of document.
- Motor driven take-up reel for label backing and control for adjusting for different types of labels and backing.
- Includes digital counter.

Envelope Mail Labeler, Production

- Label Speed: up to 25,000 # 10 envelopes per hour.
- Applies permanent (peel off) labels ranging in size from 1" to 4" high and maximum backing strip of 6".
- Adjustable label positioning from side-to-side and top-to-bottom of document.
- Motor driven take-up reel for label backing and control for adjusting for different types of labels and backing.
- Includes digital counter.

Envelope Addressing System, Ink Jet, Low Volume

- Label Speed: up to 2,500 # 10 envelopes per hour.
- Applies address information directly to envelopes.
- Adjustable printing positioning from side-to-side and top-to-bottom of document.
- Adjustable print resolution.
- Scalable fonts.
- Interface with Windows based software.
- Includes digital counter.

Envelope Addressing System, Ink Jet, Medium Volume

- Label Speed: up to 5,000 # 10 envelopes per hour.
- Applies address information directly to envelopes.
- Adjustable printing positioning from side-to-side and top-to-bottom of document.
- Adjustable print resolution.
- Interface with Windows based software.
- Includes digital counter.

Envelope Addressing System, Ink Jet, High Volume

- Label Speed: up to 24,999 # 10 envelopes per hour.
- Applies address information directly to envelopes.
- Adjustable printing positioning from side-to-side and top-to-bottom of document.

- Adjustable print resolution.
- Multiple print heads.
- Movable print heads.
- Print USPS Bar Codes.
- Scalable fonts.
- Interface with Windows based software.
- Includes digital counter.

Envelope Addressing System. Ink Jet. Production

- Label Speed: over 25,000 # 10 envelopes per hour.
- Applies address information directly to envelopes.
- Adjustable printing positioning from side-to-side and top-to-bottom of document.
- Adjustable print resolution.
- Multiple print heads.
- Movable print heads.
- Scalable fonts.
- Print USPS Bar Codes.
- Interface with Windows based software.
- Includes digital counter.

Tabbers. Low Volume

- Complies with all USPS® regulations.
- Single-tab speeds up to 15,000/Hr.
- Multiple tabbing options (paper, clear translucent with or without perforation etc.).
- Easy Programming and Set up.
- Automatic size adjusting (accepts various tab sizes).
- Accepts various types and sizes of media.

Tabbers. Medium Volume

- Complies with all USPS® regulations.
- Single-tab speeds from 15,001 - 22,000/Hr.
- Multiple tabbing options (paper, clear translucent with or without perforation etc.).
- Easy Programming and Set up.
- Automatic size adjusting (accepts various tab sizes).
- Accepts various types and sizes of media.

Tabbers. High Volume

- Complies with all USPS® regulations.
- Single-tab speeds greater than 22,001/Hr. – 50,000/Hr.
- Multiple tabbing options (paper, clear translucent with or without perforation etc.).
- Easy Programming and Set up.
- Accepts various types and sizes of media.

Tabbers. Production

- Complies with all USPS® regulations.
- Single-tab speeds greater than 50,000/Hr.
- Multiple tabbing options (paper, clear translucent with or without perforation etc.).
- Easy Programming and Set up.
- Accepts various types and sizes of media.

Check Imprinting/Endorsing

- Minimum monthly volume of 25,000.
- Utilize both cut sheet and continuous style documents.
- Able to provide a variety of options with regards to signatures, date stamps, seals and logos on various locations on the document.
- Counters that can be reset and non-reset for audit purposes.
- Offers both tri-color and ultraviolet ink roll options.

Pressure Sealing. Production

- Creates a single piece mailer from a full range of stock or custom forms.
- Creates a single piece mailer with a continuous seal formed to assure security and confidentiality.
- Must be able to detect when “double documents” are processed.
- Must be able to detect document jams during production.
- Shall have emergency shut off/safety devise.

Bursting Equipment. Production

- Able to burst cut sheet.
- Able to burst at the perforation.
- Stack sequentially and continuous multipart documents.
- Burst at the horizontal perforations.
- Burst various locations of perforations.

Pre-sorting Equipment. Production

- Minimum monthly volume of 100,000.
- Ability to sort various sizes of envelopes, flats and packages.
- Multiple Station.
- Various rates of speed.
- Ability to process the entire range of USPS.

Extractors

- Processes up to 3000 pieces per hour.
- One, Two, or, Three Sided Opening.
- Includes counting and monitoring system that counts pieces processed.
- Capable of processing various sizes of intermixed mail up to and including #11 envelopes, heights to 5-1/4”.

Mailing Furniture (specific to a category)

- Mailroom furniture shall be appropriate for the mailroom category being it is being offered in.
- Mailroom work tables, pedestals, bins etc. must be constructed of wood, steel or plastic bases with steel, laminate or wood tops that can support the daily use and weight of mailroom product and equipment.
- Only furniture specifically related to the category/group of equipment may be purchased under this category.

Mailing Furniture (general)

- Mailroom furniture shall not be specific to a piece of equipment or a category/group.
- Mailroom free standing mail sorter tables, case works, mail carts etc. must be constructed of wood, steel or plastic bases with steel, laminate or wood tops that can support the dialing use and weight of mailroom activity.

Accessories

- Mailroom accessories must be appropriate for a mailroom operation.
- All accessories related to equipment configurations must be identified in the equipment catalogs with the associated percentage % discount(s) off the manufacturer's suggested retail price.

Software, License and Subscription

- Commercial off-the-shelf (COTS) and customized mailroom related software utilized by mailing equipment (e.g. tracking software or accounting software) and purchased/leased on either a monthly or annual basis.
- All software must be specifically utilized only for mailing equipment operations.
- Includes licensing, software maintenance, technical support and updates.
- All installations will be performed by the Contracted Supplier.
- Updates shall be performed by Contracted Supplier or user.

Software Integration

- Consulting services provided by Contractor that includes but not limited to the process of bringing together applications into one system to ensure the applications function together as a whole for mailing room operations functionality.

Training

- *Additional* training services as specified in Section 3.4.1.

Supplies /Consumables

- All Supplies/Consumables needed to operate the mailing device or equipment.
- Regular paper is not included in this category.
- Labels for addressing and other mailroom purposes are included.

Design, Production Only

- Billable only for Production equipment.
- Total hours/days with total fee will be agreed to in writing from both parties before any work will begin.
- All other Design work is included in the cost of the mailing equipment.

Assembly/Installation. Production Only

- Billable only for Production equipment.
- Total hours/days with total fee will be agreed to in writing from both parties before any work will begin.
- All other Installation work is included in the cost of the mailing equipment.

Equipment Leasing

- See section 3.15.

Equipment Rental

- See section 3.16.

Equipment Relocations Services

- Equipment Relocation Services include: dismantling, packing, transporting and re-installing equipment at the Client Agency's request. No additional charges shall be incurred for fuel or tolls. Awarded contractors may charge for device moves. Such charges must be in the format listed below according to the distance from the original placement:

Move Zone	Distance from the Original Device Placement	Allowable Charge Format
Zone 1	100 Yards or less; or within the same Building	No Charge Allowed
Zone 2	Between Zone 1 and 50 miles	Flat Fee
Zone 3	Outside of Zone 2	Per mile fee

Section 4: NASPO ValuePoint Master Agreement Statement of Compliance

4.1. NASPO ValuePoint Master Agreement(s) resulting from this RFP will constitute the final agreement except for negotiated terms and conditions specific to a Participating Entity's Participating Addendum.

The Master Agreement will include, but not be limited to, the NASPO ValuePoint Standard Terms and Conditions in Section 6 and Lead State specific terms and conditions required to execute a master agreement, the statement of work, Section 3 and selected portions of the Offeror's Proposal.

This section highlights particular terms and conditions of NASPO ValuePoint Master Agreement Terms and Conditions, although Offerors will be bound to all the terms and conditions when executing a Master Agreement as shown in section 6. Offerors must include a statement in their Proposal that they have read and understand all of the terms and conditions as shown in the Master Agreement (section 6).

4.1.a Insurance

To be eligible for award, the Offeror agrees to acquire insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state at the prescribed levels set forth in Section 21 of the NASPO ValuePoint Master Agreement Terms and Conditions. Describe your insurance or plans to obtain insurance satisfying the requirements in Section 21.

4.1.b NASPO ValuePoint Administrative Fee and Reporting Requirements

To be eligible for award, the Offeror agrees to pay a NASPO ValuePoint administrative fee as specified in Paragraph 6 of Section 6 of the NASPO ValuePoint Master Agreement Terms and Conditions. Moreover, specific summary and detailed usage reporting requirements are prescribed in paragraph 7 of NASPO ValuePoint Master Agreement Terms and Conditions.

Offerors shall identify the person responsible for providing the mandatory usage reports. This information must be kept current during the contract period. Contractor will be required to provide reporting contact within 15 days of Master Agreement execution.

4.2 Lead State Terms and Conditions.

Refer to Section 7 for the Lead State Special Terms and Conditions that apply to this solicitation and the resulting Master Agreements

Section 5: Price and Cost Proposal

Cost proposal must be submitted to the Lead State as a separate document in Offerors Proposal. **Do not embed cost proposal in the technical proposal response.**

Offeror shall provide detailed costs for all costs associated with the responsibilities and related services, per Attachment 4.

Cost for the NASPO ValuePoint Master Agreements shall be based on the following:

Offeror must submit cost, prices and rates as required by (Pricing and Pricing Scenario Workbooks attached in APP within the Attachments Tab), Cost Sheets. Prices and rates shall include all anticipated charges, including but not limited to, freight and delivery, cost of materials and product, travel expenses, transaction fees, overhead, profits, and other costs or expenses incidental to the Offeror's performance.

The Lead State is exempt from federal excise taxes and no payment will be made for any taxes levied on the Offeror's or any Subcontractor's employee's wages. The Lead State will pay for any applicable Lead State or local sales or use taxes on the products provided or the services rendered. If required by Lead State, Taxes shall be included as a separate line item on an Offeror's invoice. The tax rules with respect to other Participating Entities may vary and are expected to be addressed in the Participating Amendments.



Section 6: NASPO VALUEPOINT MASTER AGREEMENT TERMS AND CONDITIONS

I. Definitions

- 1.1 **Acceptance** means acceptance of goods and services as set forth in Section IX of this Master Agreement.
- 1.2 **Contractor** means a party to this Master Agreement, whether a person or entity, that delivers goods or performs services under the terms set forth in this Master Agreement.
- 1.3 **Embedded Software** means one or more software applications which permanently reside on a computing device.
- 1.4 **Intellectual Property** means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.
- 1.5 **Lead State** means the State centrally administering any resulting Master Agreement(s) who is a party to this Master Agreement.
- 1.6 **Master Agreement** means the underlying agreement executed by and between the Lead State, acting in cooperation with NASPO ValuePoint, and the Contractor, as now or hereafter amended.
- 1.7 **NASPO ValuePoint** is a division of the National Association of State Procurement Officials ("NASPO"), a 501(c)(3) limited liability company. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports, as well as other contract administration functions as assigned by the Lead State.
- 1.8 **Order or Purchase Order** means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products.
- 1.9 **Participating Addendum** means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any additional Participating Entity-specific language or other requirements (e.g., ordering procedures specific to the Participating Entity, entity-specific terms and conditions, etc.).
- 1.10 **Participating Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states properly authorized to enter into a Participating Addendum, that has executed a Participating Addendum.
- 1.11 **Participating State** means a state that has executed a Participating Addendum or has indicated an intent to execute a Participating Addendum.
- 1.12 **Product or Products and Services** means any equipment, software (including embedded software), documentation, service, or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Product includes goods and services.

- 1.13 Purchasing Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

II. Term of Master Agreement

- 2.1 Initial Term.** The initial term of this Master Agreement is for one (1) year. The term of this Master Agreement may be amended beyond the initial term for four (4) additional years at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance.
- 2.2 Amendment Limitations.** The terms of this Master Agreement will not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written agreement of the Lead State and Contractor.
- 2.3 Amendment Term.** The term of the Master Agreement may be amended past the initial term and stated renewal periods for a reasonable period if in the judgment of the Lead State a follow-on competitive procurement will be unavoidably delayed (despite good faith efforts) beyond the planned date of execution of the follow-on master agreement. This subsection will not be deemed to limit the authority of a Lead State under its state law to otherwise negotiate contract extensions.

III. Order of Precedence

- 3.1 Order.** Any Order placed under this Master Agreement will consist of the following documents:
- 3.1.1** A Participating Entity's Participating Addendum ("PA");
 - 3.1.2** NASPO ValuePoint Master Agreement, including all attachments thereto;
 - 3.1.3** A Purchase Order or Scope of Work/Specifications issued against the Master Agreement;
 - 3.1.4** The Solicitation or, if separately executed after award, the Lead State's bilateral agreement that integrates applicable provisions;
 - 3.1.5** Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.
- 3.2 Conflict.** These documents will be read to be consistent and complementary. Any conflict among these documents will be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.
- 3.3 Participating Addenda.** Participating Addenda will not be construed to diminish, modify, or otherwise derogate any provisions in this Master Agreement between the Lead State and Contractor. Participating Addenda will not include a term of agreement that exceeds the term of the Master Agreement.

IV. Participants and Scope

- 4.1 Requirement for a Participating Addendum.** Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed.
- 4.2 Applicability of Master Agreement.** NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented

or amended by a Participating Addendum, subject to Section III. For the purposes of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g., purchase order or contract) used by the Purchasing Entity to place the Order.

- 4.3 Authorized Use.** Use of specific NASPO ValuePoint Master Agreements by state agencies, political subdivisions and other Participating Entities is subject to applicable state law and the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.
- 4.4 Obligated Entities.** Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Participating Entities incur no financial obligations on behalf of other Purchasing Entities.
- 4.5 Notice of Participating Addendum.** Contractor shall email a fully executed PDF copy of each Participating Addendum to pa@naspovaluepoint.org to support documentation of participation and posting in appropriate databases.
- 4.6 Eligibility for a Participating Addendum.** Eligible entities who are not states may under some circumstances sign their own Participating Addendum, subject to the consent of the Chief Procurement Official of the state where the entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists; the entity must ensure that they have the requisite procurement authority to execute a Participating Addendum.
- 4.7 Prohibition on Resale.** Subject to any specific conditions included in the solicitation or Contractor's proposal as accepted by the Lead State, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products purchased under this Master Agreement. Absent any such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products; sales of Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.
- 4.8 Individual Customers.** Except as may otherwise be agreed to by the Purchasing Entity and Contractor, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement and as the Participating Entity has in the Participating Addendum, including but not limited to any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.
- 4.9 Release of Information.** Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of information that pertains to the

potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan.

- 4.10 No Representations.** The Contractor shall not make any representations of NASPO ValuePoint, the Lead State, any Participating Entity, or any Purchasing Entity's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent.

V. NASPO ValuePoint Provisions

- 5.1 Applicability.** NASPO ValuePoint is not a party to the Master Agreement. The terms set forth in Section V are for the benefit of NASPO ValuePoint as a third-party beneficiary of this Master Agreement.

5.2 Administrative Fees

5.2.1 NASPO ValuePoint Fee. Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee must be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with a vendor's response to the Lead State's solicitation.

5.2.2 State Imposed Fees. Some states may require an additional fee be paid directly to the state on purchases made by Purchasing Entities within that state. For all such requests, the fee rate or amount, payment method and schedule for such reports and payments will be incorporated into the applicable Participating Addendum. Unless agreed to in writing by the state, Contractor may not adjust the Master Agreement pricing to include the state fee for purchases made by Purchasing Entities within the jurisdiction of the state. No such agreement will affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by Purchasing Entities outside the jurisdiction of the state requesting the additional fee.

5.3 NASPO ValuePoint Summary and Detailed Usage Reports

5.3.1 Summary Sales Data. The Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at <http://calculator.naspovaluepoint.org>. All sales made under this Master Agreement must be reported as cumulative totals by state. Contractor must submit a report for each quarter, including quarters during which a Contractor has no sales, in which case this will be indicated in the Reporting Tool. Reports must be submitted no later than thirty (30) days following the end of the calendar quarter (as specified in the reporting tool).

5.3.2 Detailed Sales Data. Contractor shall also report detailed sales data by: (1) state; (2) entity/customer type, e.g. local government, higher education, K12, non-profit; (3) Purchasing Entity name; (4) Purchasing Entity bill-to and ship-to locations; (4) Purchasing Entity and Contractor Purchase Order identifier/number(s); (5) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (6) Purchase Order date; (7) Ship Date; (8) and line item description, including product number if used. The report must be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports must be delivered to the Lead State and to the NASPO ValuePoint Cooperative Development Team electronically through a designated

portal or other method as determined by the Lead State and NASPO ValuePoint. Detailed sales data reports must include sales information for all sales under Participating Addenda executed under this Master Agreement.

5.3.3 Reporting on Personal Use. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the solicitation and the Participating Addendum. Report data for employees should be limited to ONLY the state and entity ((state and agency, city, county, school district, etc.) under whose authority the employee is purchasing Product for personal use and the amount of sales. No personal identification numbers (e.g., names, addresses, **social security numbers or any other numerical identifier**) may be submitted with any report.

5.3.4 Executive Summary. Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with and any Participating Addendum roll out or implementation activities and issues. NASPO ValuePoint Cooperative Development Coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due thirty (30) days after the conclusion of each calendar quarter.

5.3.5 Use of Data. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports will have exclusive ownership of the media containing the reports. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

5.4 NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review

5.4.1 Staff Education. Contractor shall work cooperatively with NASPO ValuePoint personnel. Contractor shall present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the master agreement and participating addendum process, and the manner in which eligible entities can participate in the Master Agreement.

5.4.2 Onboarding Plan. Upon request by NASPO ValuePoint, Contractor shall, as Participating Addendums are executed, provide plans to launch the program for the Participating Entity. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the scope and terms of the Master Agreement as available to the Participating Entity and eligible Purchasing Entities.

5.4.3 Annual Contract Performance Review. Contractor shall participate in an annual contract performance review with the Lead State and NASPO ValuePoint, which may at the discretion of the Lead State be held in person and which may include a discussion of marketing action plans, target strategies, marketing materials, Contractor reporting, and timeliness of payment of administration fees.

5.4.4 Use of NASPO ValuePoint Logo. The NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a separate logo use agreement is executed with NASPO ValuePoint.

5.4.5 Most Favored Customer. Contractor shall, within thirty (30) days of their effective date, to notify the Lead State and NASPO ValuePoint of any contractual most-favored-customer provisions in third-party contracts or agreements that may affect the promotion of this Master Agreements or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or Orders from this Master Agreement. Upon request

of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions.

- 5.5 Cancellation.** In consultation with NASPO ValuePoint, the Lead State may, in its discretion, cancel the Master Agreement or not exercise an option to renew, when utilization of Contractor's Master Agreement does not warrant further administration of the Master Agreement. The Lead State may also exercise its right to not renew the Master Agreement if vendor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. Cancellation based on nonuse or under-utilization will not occur sooner than [two years] after execution of the Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to cancel the Master Agreement or terminate for default subject to the terms herein. This subsection also does not limit any right of the Lead State to cancel the Master Agreement under applicable laws.
- 5.6 Canadian Participation.** Subject to the approval of Contractor, any Canadian provincial government or provincially funded entity in Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Nova Scotia, Ontario, Prince Edward Island, Quebec, or Saskatchewan, and territorial government or territorial government funded entity in the Northwest Territories, Nunavut, or Yukon, including municipalities, universities, community colleges, school boards, health authorities, housing authorities, agencies, boards, commissions, and crown corporations, may be eligible to use Contractor's Master Agreement.
- 5.7 Additional Agreement with NASPO.** Upon request by NASPO ValuePoint, awarded Contractor shall enter into a direct contractual relationship with NASPO ValuePoint related to Contractor's obligations to NASPO ValuePoint under the terms of the Master Agreement, the terms of which shall be the same or similar (and not less favorable) than the terms set forth in the Master Agreement.

VI. Pricing, Payment & Leasing

- 6.1 Pricing.** The prices contained in this Master Agreement or offered under this Master Agreement represent the not-to-exceed price to any Purchasing Entity.
- 6.1.1** All prices and rates must be guaranteed for the initial term of the Master Agreement.
- 6.1.2** Following the initial term of the Master Agreement, any request for a price or rate adjustment must be for an equal guarantee period and must be made at least 90 days prior to the effective date.
- 6.1.3** Requests for a price or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement will not be effective unless approved in writing by the Lead State.
- 6.1.4** No retroactive adjustments to prices or rates will be allowed.
- 6.2 Payment.** Unless otherwise agreed upon in a Participating Addendum or Order, Payment after Acceptance will be made within thirty (30) days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum or Order, or otherwise prescribed by applicable law. Payments will be remitted in the manner specified in the Participating Addendum or Order. Payments may be made via a purchasing card with no additional charge.
- 6.3 Leasing or Alternative Financing Methods.** The procurement and other applicable laws of some Purchasing Entities may permit the use of leasing or alternative financing methods for the acquisition of Products under this Master Agreement. Where the terms and conditions are not otherwise prescribed in an applicable Participating Addendum, the terms and conditions for

leasing or alternative financing methods are subject to negotiation between the Contractor and Purchasing Entity.

VII. Ordering

- 7.1 Order Numbers.** Master Agreement order and purchase order numbers must be clearly shown on all acknowledgments, packing slips, invoices, and on all correspondence.
- 7.2 Quotes.** Purchasing Entities may define entity-specific or project-specific requirements and informally compete the requirement among companies having a Master Agreement on an “as needed” basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity’s rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost, and other factors considered.
- 7.3 Applicable Rules.** Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities’ rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.
- 7.4 Required Documentation.** Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.
- 7.5 Term of Purchase.** Orders may be placed consistent with the terms of this Master Agreement and applicable Participating Addendum during the term of the Master Agreement and Participating Addendum.
 - 7.5.1** Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement.
 - 7.5.2** Notwithstanding the previous, Orders must also comply with the terms of the applicable Participating Addendum, which may further restrict the period during which Orders may be placed or delivered.
 - 7.5.3** Financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.
 - 7.5.4** Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor shall perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration, cancellation, or termination of this Master Agreement, or in any manner inconsistent with this Master Agreement’s terms.
 - 7.5.5** Orders for any separate indefinite quantity, task order, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.
- 7.6 Order Form Requirements.** All Orders pursuant to this Master Agreement, at a minimum, must include:
 - 7.6.1** The services or supplies being delivered;
 - 7.6.2** A shipping address and other delivery requirements, if any;
 - 7.6.3** A billing address;

- 7.6.4 Purchasing Entity contact information;
 - 7.6.5 Pricing consistent with this Master Agreement and applicable Participating Addendum and as may be adjusted by agreement of the Purchasing Entity and Contractor;
 - 7.6.6 A not-to-exceed total for the products or services being ordered; and
 - 7.6.7 The Master Agreement number or the applicable Participating Addendum number, provided the Participating Addendum references the Master Agreement number.
- 7.7 **Communication.** All communications concerning administration of Orders placed must be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.
- 7.8 **Contract Provisions for Orders Utilizing Federal Funds.** Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

VIII. Shipping and Delivery

- 8.1 **Shipping Terms.** All deliveries will be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor.
- 8.1.1 Notwithstanding the above, responsibility and liability for loss or damage will remain the Contractor's until final inspection and acceptance when responsibility will pass to the Purchasing Entity except as to latent defects, fraud, and Contractor's warranty obligations.
- 8.2 **Minimum Shipping.** The minimum shipment amount, if any, must be contained in the Master Agreement. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered will be shipped without charge.
- 8.3 **Inside Deliveries.** To the extent applicable, all deliveries will be "Inside Deliveries" as designated by a representative of the Purchasing Entity placing the Order. Inside Delivery refers to a delivery to a location other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the order form or Purchase Order. Costs to repair any damage to the building interior (e.g., scratched walls, damage to the freight elevator, etc.) caused by Contractor or Contractor's carrier will be the responsibility of the Contractor. Immediately upon becoming aware of such damage, Contractor shall notify the Purchasing Entity placing the Order.
- 8.4 **Packaging.** All products must be delivered in the manufacturer's standard package. Costs must include all packing and/or crating charges. Cases must be of durable construction, in good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton must be marked with the commodity, brand, quantity, item code number and the Purchasing Entity's Purchase Order number.

IX. Inspection and Acceptance

- 9.1 **Laws and Regulations.** Any and all Products offered and furnished must comply fully with all applicable Federal, State, and local laws and regulations.

- 9.2 Applicability.** Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section IX will apply. This section is not intended to limit rights and remedies under the applicable commercial code.
- 9.3 Inspection.** All Products are subject to inspection at reasonable times and places before Acceptance. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement.
- 9.3.1** Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the contractor of liability for material (nonconformity that substantially impairs value) latent or hidden defects subsequently revealed when goods are put to use.
- 9.3.2** Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked.
- 9.4 Failure to Conform.** If any services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect the reduced value of services performed.
- 9.5 Acceptance Testing.** Purchasing Entity may establish a process, in keeping with industry standards, to ascertain whether the Product meets the standard of performance or specifications prior to Acceptance by the Purchasing Entity.
- 9.5.1** The Acceptance Testing period will be thirty (30) calendar days, unless otherwise specified, starting from the day after the Product is delivered or, if installed by Contractor, the day after the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing.
- 9.5.2** If the Product does not meet the standard of performance or specifications during the initial period of Acceptance Testing, Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met.
- 9.5.3** Upon rejection, the Contractor will have fifteen (15) calendar days to cure. If after the cure period, the Product still has not met the standard of performance or specifications, the Purchasing Entity may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand replacement Product from Contractor at no additional cost to Purchasing Entity; or, (c) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor.
- 9.5.4** Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section.
- 9.5.5** No Product will be deemed Accepted and no charges will be paid until the standard of performance or specification is met.

X. Warranty

- 10.1 Applicability.** Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section X will apply.
- 10.2 Warranty.** The Contractor warrants for a period of one year from the date of Acceptance that:
- (a) the Product performs according to all specific claims that the Contractor made in its response

to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the Purchasing Entity has relied on the Contractor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects.

- 10.3 Breach of Warranty.** Upon breach of the warranty set forth above, the Contractor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made.
- 10.4 Rights Reserved.** The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.
- 10.5 Warranty Period Start Date.** The warranty period will begin upon Acceptance, as set forth in Section IX.

XI. Product Title

- 11.1 Conveyance of Title.** Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests.
- 11.2 Embedded Software.** Transfer of title to the Product must include an irrevocable and perpetual license to use any Embedded Software in the Product. If Purchasing Entity subsequently transfers title of the Product to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license will be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.
- 11.3 License of Pre-Existing Intellectual Property.** Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, irrevocable, license to use, publish, translate, reproduce, transfer with any sale of tangible media or Product, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The Contractor shall be responsible for ensuring that this license is consistent with any third-party rights in the Pre-existing Intellectual Property.

XII. Indemnification

- 12.1 General Indemnification.** The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees, from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to tangible property arising from any act, error, or omission of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to performance under this Master Agreement.
- 12.2 Intellectual Property Indemnification.** The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, Purchasing Entities, along with their officers and employees ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use infringes Intellectual Property rights of another person or entity ("Intellectual Property Claim").

- 12.2.1** The Contractor's obligations under this section will not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:
- 12.2.1.1** provided by the Contractor or the Contractor's subsidiaries or affiliates;
 - 12.2.1.2** specified by the Contractor to work with the Product;
 - 12.2.1.3** reasonably required to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or
 - 12.2.1.4** reasonably expected to be used in combination with the Product.
- 12.2.2** The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of the Intellectual Property Claim. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible.
- 12.2.3** The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of the Intellectual Property Claim and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim.
- 12.2.4** Unless otherwise set forth herein, Section 12.2 is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

XIII. Insurance

- 13.1 Term.** Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. A Participating Entity may negotiate alternative Insurance requirements in their Participating Addendum.
- 13.2 Class.** Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.
- 13.3 Coverage.** Coverage must be written on an occurrence basis. The minimum acceptable limits will be as indicated below:
- 13.3.1** Contractor shall maintain Commercial General Liability insurance covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence and \$2 million general aggregate;
 - 13.3.2** Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

- 13.4 Notice of Cancellation.** Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within five (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.
- 13.5 Notice of Endorsement.** Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) provides that written notice of cancellation will be delivered in accordance with the policy provisions, and (2) provides that the Contractor's liability insurance policy will be primary, with any liability insurance of any Participating State as secondary and noncontributory.
- 13.6 Participating Entities.** Contractor shall provide to Participating States and Participating Entities the same insurance obligations and documentation as those specified in Section XIII, except the endorsement is provided to the applicable Participating State or Participating Entity.
- 13.7 Furnishing of Certificates.** Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance will be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.
- 13.8 Disclaimer.** Insurance coverage and limits will not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

XIV. General Provisions

14.1 Records Administration and Audit

- 14.1.1** The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as will adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right will survive for a period of six (6) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Master Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.
- 14.1.2** Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or underpayment of fees found as a result of the examination of the Contractor's records.
- 14.1.3** The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement that requires the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

14.2 Confidentiality, Non-Disclosure, and Injunctive Relief

- 14.2.1 Confidentiality.** Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients.
- 14.2.1.1** Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information").
- 14.2.1.2** Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information.
- 14.2.1.3** Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity; or (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.
- 14.2.2 Non-Disclosure.** Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement.
- 14.2.2.1** Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information.
- 14.2.2.2** Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person.
- 14.2.2.3** Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn

over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information.

14.2.2.4 Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits, and evidence of the performance of this Master Agreement.

14.2.3 Injunctive Relief. Contractor acknowledges that Contractor's breach of Section 14.2 would cause irreparable injury to the Purchasing Entity that cannot be inadequately compensated in monetary damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

14.2.4 Purchasing Entity Law. These provisions will be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

14.2.5 NASPO ValuePoint. The rights granted to Purchasing Entities and Contractor's obligations under this section will also extend to NASPO ValuePoint's Confidential Information, including but not limited to Participating Addenda, Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line-item descriptions and volumes, and prices/rates. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to this Master Agreement. To the extent permitted by law, Contractor shall notify the Lead State of the identify of any entity seeking access to the Confidential Information described in this subsection.

14.2.6 Public Information. This Master Agreement and all related documents are subject to disclosure pursuant to the Lead State's public information laws.

14.3 Assignment/Subcontracts

14.3.1 Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.

14.3.2 The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties, to NASPO ValuePoint and other third parties.

14.4 Changes in Contractor Representation. The Contractor must, within ten (10) calendar days, notify the Lead State in writing of any changes in the Contractor's key administrative personnel managing the Master Agreement. The Lead State reserves the right to approve or reject changes in key personnel, as identified in the Contractor's proposal. The Contractor shall propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

14.5 Independent Contractor. Contractor is an independent contractor. Contractor has no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and shall not to hold itself out as agent except as expressly set forth herein or as expressly set forth in an applicable Participating Addendum or Order.

14.6 Cancellation. Unless otherwise set forth herein, this Master Agreement may be canceled by either party upon sixty (60) days' written notice prior to the effective date of the cancellation.

Further, any Participating Entity may cancel its participation upon thirty (30) days' written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision will not affect the rights and obligations attending Orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit. Cancellation of the Master Agreement due to Contractor default may be immediate.

- 14.7 Force Majeure.** Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, unusually severe weather, other acts of God, or acts of war which are beyond that party's reasonable control. The Lead State may terminate this Master Agreement upon determining such delay or default will reasonably prevent successful performance of the Master Agreement.

14.8 Defaults and Remedies

14.8.1 The occurrence of any of the following events will be an event of default under this Master Agreement:

- 14.8.1.1** Nonperformance of contractual requirements;
- 14.8.1.2** A material breach of any term or condition of this Master Agreement;
- 14.8.1.3** Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading;
- 14.8.1.4** Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
- 14.8.1.5** Any default specified in another section of this Master Agreement.

14.8.2 Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of fifteen (15) calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure will not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.

14.8.3 If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:

- 14.8.3.1** Any remedy provided by law;
- 14.8.3.2** Termination of this Master Agreement and any related Contracts or portions thereof;
- 14.8.3.3** Assessment of liquidated damages as provided in this Master Agreement;
- 14.8.3.4** Suspension of Contractor from being able to respond to future bid solicitations;

14.8.3.5 Suspension of Contractor's performance; and

14.8.3.6 Withholding of payment until the default is remedied.

14.8.4 Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and shall have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in an Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions will be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

14.9 Waiver of Breach. Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies will not operate as a waiver under this Master Agreement, any Participating Addendum, or any Purchase Order. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order will not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, any Participating Addendum, or any Purchase Order.

14.10 Debarment. The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in public procurement or contracting by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

14.11 No Waiver of Sovereign Immunity

14.11.1 In no event will this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

14.11.2 This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

14.12 Governing Law and Venue

14.12.1 The procurement, evaluation, and award of the Master Agreement will be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award will be governed by the law of the state serving as Lead State. The construction and effect of any Participating Addendum or Order against the Master

Agreement will be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's state.

14.12.2 Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the state serving as Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement will be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum will be in the Purchasing Entity's state.

14.12.3 If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; a Participating State if a named party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

14.13 Assignment of Antitrust Rights. Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

Section 7: Lead State (State of Arizona) Terms and Conditions

7.1 State of Arizona Special terms and Conditions

A. Purpose

Pursuant to provisions of the Arizona Procurement Code. A.R.S. §§ 41-2501 *et seq.*, the State of Arizona intends to establish a Contract (Participating Addendum, PA) for the materials or services as listed herein on service to the State.

B. Licenses

Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of a business conducted by the contractor.

C. Volume of Work

The State does not guarantee a specific amount of work either for the life of the Contract or on an annual basis.

D. Key Personnel

It is essential that the contractor provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The contractor must assign specific individuals to the key positions.

1. The Contractor agrees that, once assigned to work under this Contract, key personnel shall not be removed or replaced without written notice to the State.
2. Key personnel who are not available for work under this Contract for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the contractor shall immediately notify the State and shall subject to the concurrence of the State, replace such personnel of substantially equal ability and qualifications.

E. Price or Rate Adjustment

Any price or rate adjustment shall be within the confines of the awarded contract, or as negotiated in service to this Contract. Any price or rate adjustment requested must not exceed the Producers Price Index (PPI) by Industry: Other Commercial and Service Industry Machinery Manufacturing: Mailing, Letter Handling, and Addressing Machines, Except Parts and Attachments, Series ID: PCU3333183333183A at time of requested adjustment. Any negotiated price adjustments for this Contract shall be documented via a bilateral Contract Amendment.

F. Information Disclosure

The Contractor shall establish and maintain procedures and controls that are acceptable to the State for the purpose of assuring that no information contained in its records or obtained from the state or from others in carrying out its functions under the contract shall be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the State. The Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the State.

G. Employees of the Contractor

All employees of the Contractor employed in the performance of work under the Contract shall be considered employees of the Contractor at all times, and not employees of the State. The Contractor shall comply with the Social Security Act, Workman's Compensation laws and Unemployment laws of the State of Arizona and all State, local and Federal legislation relevant to the Contractor's business.

H. Warranty

All services supplied under this Contract shall be fully guaranteed by the Contractor for a minimum period of ninety (90) days from the date of acceptance by the State. Any defects of design, workmanship, or delivered materials that would result in non-compliance shall be fully corrected by the Contractor without cost to the State.

I. Non-Exclusive Contract

Any Contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the State of Arizona. The State reserves the right to obtain like goods or services from another source when necessary, or when determined to be in the best interest of the State.

1. Method of Assessment:

At the completion of each quarter, the contractor reviews all sales under their contract in preparation for submission of their Usage Report. The contractor identifies all sales receipts transacted by members of the State Purchasing Cooperative and assesses one percent (1.0%) of this amount in their Usage Report. An updated list of State Purchasing Cooperative members may be found at: <https://spo.az.gov/state-purchasing-cooperative>. At its option, the State may expand or narrow the applicability of this fee. The State shall provide thirty (30) written notice prior to exercising or changing this option. The contractor shall summarize all sales, along with all assessed Administrative Fee amounts within their Usage Report, including total amounts for the following:

- Total sales receipts from State agencies, boards and commissions;
- Total sales receipts from members of the State Purchasing Cooperative; and
- Total Administrative Fee amount based on one percent (1.0%) of the sales receipts from members of the State Purchasing Cooperative.

2. Submission of Reports and Fees:

Within thirty (30) days following the end of the quarter, the contractor submits their Usage Report and if applicable, a check in the amount of one percent (1%) of their sales receipts from members of the State Purchasing Cooperative, to the Department of Administration, State Procurement Office. Contractors are required to use the State's current report templates unless you have authorization from your contract officer to use a different format. You need to complete Form 799, which is a cover letter that gives the totals of your transactions; and Form 801, which is an Excel spreadsheet that details your transactions. Sales to state agencies and the cooperative members are to be totaled separately. The most current forms can be downloaded at <https://spo.az.gov/statewide-contracts-administrative-fee>.

4.1 The submission schedule for Administrative Fees and Usage reports shall be as follows:

FY Q1, July through September Due October 31

FY Q2, October through December Due January 31

FY Q3, January through March Due by April 30

FY Q4, April through June Due by July 31

2.2 Usage Reports and any questions are to be submitted by email to the state's designated usage report email address: usage@azdoa.gov

3. Administrative Fee

The Administrative Fee shall be a part of the Contractor's unit prices and is not to be charged directly to the customer in the form of a separate line item. Statewide contracts shall not have separate prices for State Agency customers and State Purchasing Cooperative customers.

4. Contractor's failure to remit administrative fees

Contractor's failure to remit administrative fees in a timely manner consistent with the contract's requirements may result in the State exercising any recourse available under the contract or as provided for by law.

J. Compensation

Should the Contractor fail to provide all required services or deliver work products, as agreed upon by State and the Contractor, the State shall be entitled to invoke applicable remedies, including but not limited to, withholding payment to the Contractor and declaring the Contractor in material breach of the Contract. If the Contractor is in any manner in default of any obligation or the Contractor's work or performance is determined by the State to be defective, sub-standard, or if audit exceptions are identified, the State may, in addition to other available remedies, either adjust the amount of payment or withhold payment until satisfactory resolution of the default, defect, exception or sub-standard performance. The Contractor shall reimburse the State on demand, or the State may deduct from future payments, any amounts paid for work products or performance which are determined to be an audit exception, defective or sub-standard performance. The Contractor shall correct its mistakes or errors without additional cost to the State. The State shall be the sole determiner as to defective or sub-standard performance.

The Contractor shall fulfill their contractual requirements including the Deliverables identified in the Statement of Work and fulfill the roles and responsibilities described in the Statement of Work for a firm fixed price, inclusive of travel and travel-related expenses. The fixed amount shall be inclusive of any fees for the use of any third party products or services required for use in the performance of this Contract.

K. Offshore Performance of Work Prohibited

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

L. Indemnification and Insurance

- 1.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, and any jurisdiction or agency issuing permits for any work included in the project, and their respective directors, officers, officials, agents and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, costs, losses, or expenses, (including reasonable attorney's fees), (hereinafter collectively referred to as "Claims") arising out of actual or alleged bodily injury or personal injury of any person (including death) or

loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of Contractor's directors, officers, agents, employees, volunteers or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all Claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. This indemnification will survive the termination of the above listed contract with the Contractor.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

1.2 Insurance Requirements

1.2.1 Contractor and subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

1.2.2 The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors, and the Contractor is free to purchase additional insurance.

1.3 Minimum Scope and Limits of Insurance

Contractor shall provide coverage with limits of liability not less than those stated below.

1.3.1 Commercial General Liability (CGL) – Occurrence Form Policy shall include bodily injury, property damage, and broad form contractual liability coverage.

General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Damage to Rented Premises	\$50,000
Each Occurrence	\$1,000,000

- a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor
- b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

1.3.2 Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract.

- ☐ Combined Single Limit (CSL) \$1,000,000

Policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.

- c. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

1.3.3 Workers' Compensation and Employers' Liability

- ☐ Workers' Compensation Statutory
- ☐ Employers' Liability
- ☐ Each Accident \$1,000,000
- ☐ Disease – Each Employee \$1,000,000
- ☐ Disease – Policy Limit \$1,000,000

- d. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- e. This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such Contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

1.3.4 Technology Errors & Omissions Insurance

☐ Each Claim	\$2,000,000
☐ Annual Aggregate	\$2,000,000

- f. Such insurance shall cover any, and all errors, omissions, or negligent acts in the delivery of products, services, and/or licensed programs under this contract.
- g. Coverage shall include or shall not exclude settlement and/or defense of claims involving intellectual property, including but not limited to patent or copyright infringement.
- h. In the event that the Tech E&O 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, either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years, beginning at the time work under this Contract is completed.

1.3.5 Media Liability Coverage

☐ Each Claim	\$2,000,000
☐ Annual Aggregate	\$2,000,000

- i. Such insurance shall cover any and all errors and omissions or negligent acts in the production of content, including but not limited to plagiarism, defamation, libel, slander, false advertising, invasion of privacy, and infringement of copyright, title, slogan, trademark, service mark and trade dress.
- j. In the event that the Media 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, either continuous coverage will be maintained, or an extended discovery period will be

exercised for a period of two (2) years beginning at the time work under this Contract is completed.

1.4 Additional Insurance Requirements

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

1.4.1 The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

1.4.2 Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract

1.5 Notice of Cancellation

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, Contractor must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Department and shall be mailed, emailed, hand delivered or sent by facsimile transmission to (State Representative's Name, Address & Fax Number).

1.6 Acceptability of Insurers

Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

1.7 Verification of Coverage

Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) as required by this Contract. An authorized representative of the insurer shall sign the certificates.

1.7.1 All certificates and endorsements, as required by this written agreement, are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

1.7.2 All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

1.8 Subcontractors

Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of this contract, proof from the Contractor that its subcontractors have the required coverage.

1.9 Approval and Modifications

The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

1.10 Exceptions

In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

P. Data Privacy/Security Incident Management

Contractor and its agents shall cooperate and collaborate with appropriate State personnel to identify and respond to an information security or data privacy incident, including a security breach.

1. Threat of Security Breach

Contractor(s) agrees to notify the State Chief Information Officer (CIO), the State Chief Information Security Officer (CISO) and other key personnel as identified by the State of any perceived threats placing the supported infrastructure and/or applications in danger of breach of security. The speed of notice shall be at least commensurate with the level of threat, as perceived by the Contractor(s). The State agrees to provide contact information for the State CIO, CISO and key personnel to the Contractor(s).

2. Discovery of Security Breach

Contractor agrees to immediately notify the State CIO, the CISO and key personnel as identified by the State of a discovered breach of security. The State agrees to provide contact information for the State CIO, the CISO and key personnel.

Q. Access Constraints and Requirements

Contractor access to State facilities and resources shall be properly authorized by State personnel, based on business need and will be restricted to least possible privilege. Upon approval of access privileges, the Contractor shall maintain strict adherence to all policies, standards, and procedures. Policies / Standards, ADOA/ASET Policies / Procedures, and Arizona Revised Statutes (A.R.S.) §28-447, §28-449, §38-421, §13-2408, §13-2316, §41-770.

Failure of the Contractor, its agents or subcontractors to comply with policies, standards, and procedures including any person who commits an unlawful breach or harmful access (physical or virtual) will be subject to prosecution under all applicable state and / or federal laws.

Any and all recovery or reconstruction costs or other liabilities associated with an unlawful breach or harmful access shall be paid by the Contractor.

R. Compliance Requirements for A.R.S. § 41-4401, Government Procurement: E-Verify Requirement

1. The Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.")
2. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the Contract and the

Contractor may be subject to penalties up to and including termination of the Contract.

3. Failure to comply with a State audit process to randomly verify the employment records of Contractors and subcontractors shall be deemed a material breach of the Contract and the Contractor may be subject to penalties up to and including termination of the Contract.
4. The State Agency retains the legal right to inspect the papers of any employee who works on the Contract to ensure that the Contractor or subcontractor is complying with the warranty under paragraph One(1).

7.2 State of Arizona Uniform Terms and Conditions

1. Definition of Terms

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

- 1.1. *"Attachment"* means any item the Solicitation requires the Offeror to submit as part of the Offer.
- 1.2. *"Contract"* means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement of Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
- 1.3. *"Contract Amendment"* means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- 1.4. *"Contractor"* means any person who has a Contract with the State.
- 1.5. *"Days"* means calendar days unless otherwise specified.
- 1.6. *"Exhibit"* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- 1.7. *"Gratuity"* means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- 1.8. *"Materials"* means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.

- 1.9. *“Procurement Officer”* means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
- 1.10. *“Services”* means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
- 1.11. *“Subcontract”* means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
- 1.12. *“State”* means the State of Arizona and Department or Agency of the State that executes the Contract.
- 1.13. *“State Fiscal Year”* means the period beginning with July 1 and ending June 30.

2. Contract Interpretation

- 2.1. Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
- 2.2. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 2.3. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
 - 2.3.1. Special Terms and Conditions;
 - 2.3.2. Uniform Terms and Conditions;
 - 2.3.3. Statement or Scope of Work;
 - 2.3.4. Specifications;
 - 2.3.5. Attachments;
 - 2.3.6. Exhibits;
 - 2.3.7. Documents referenced or included in the Solicitation.
- 2.4. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

- 2.5. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- 2.6. No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 2.7. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3. Contract Administration and Operation

- 3.1. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 3.2. Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 3.3. Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- 3.4. Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.

- 3.5. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized

Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.

- 3.6. Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- 3.7. Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.
- 3.8. Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.
- 3.9. Federal Immigration and Nationality Act. The contractor shall comply with all federal, state and local immigration laws and regulations relating

to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.

3.10 E-Verify Requirements. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.

3.11 Offshore Performance of Work Prohibited.

Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

4. Costs and Payments

4.1. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.

4.2. Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.

4.3. Applicable Taxes.

4.3.1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.

4.3.2. State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

- 4.3.3. Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
- 4.3.4. IRS W9 Form. In order to receive payment, the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.
- 4.4. Availability of Funds for the Next State fiscal year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.
- 4.5. Availability of Funds for the current State fiscal year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:
 - 4.5.1. Accept a decrease in price offered by the contractor;
 - 4.5.2. Cancel the Contract; or
 - 4.5.3. Cancel the contract and re-solicit the requirements.

5. Contract Changes

- 5.1. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.
- 5.2. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's

proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

- 5.3. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

6. Risk and Liability

- 6.1. Risk of Loss: The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- 6.2. Indemnification
 - 6.2.1. Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.
 - 6.2.2. Public Agency Language Only Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers."
- 6.3. Indemnification - Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

6.4. Force Majeure.

6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

6.4.2. Force Majeure shall not include the following occurrences:

6.4.2.1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

6.4.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

6.4.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

6.4.4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

- 6.5. Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7. Warranties

- 7.1. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.
- 7.2. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:
- 7.2.1. Of a quality to pass without objection in the trade under the Contract description;
- 7.2.2. Fit for the intended purposes for which the materials are used;
- 7.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
- 7.2.4. Adequately contained, packaged and marked as the Contract may require; and
- 7.2.5. Conform to the written promises or affirmations of fact made by the Contractor.
- 7.3. Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- 7.4. Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.
- 7.5. Compliance with Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.
- 7.6. Survival of Rights and Obligations after Contract Expiration or Termination.
- 7.6.1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

7.6.2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8. State's Contractual Remedies

- 8.1. Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.
- 8.2. Stop Work Order.
 - 8.2.1. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
 - 8.2.2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- 8.3. Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.
- 8.4. Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its

rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

- 8.5. Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9. Contract Termination

- 9.1. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.
- 9.2. Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.
- 9.3. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.

- 9.4. Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State.

In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

- 9.5. Termination for Default.

9.5.1. In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

9.5.2. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

9.5.3. The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

- 9.6. Continuation of Performance through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10. Contract Claims

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11. Arbitration

The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. §12-1518, except as may be required by other applicable statutes (Title 41).

12. Comments Welcome

The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 201, Phoenix, Arizona, 85007.

STATE OF CALIFORNIA - ADDITIONAL TERMS

Terms and conditions listed below will be incorporated and made a part of California Participating Addenda. The State of California reserves the right to add additional terms and conditions to individual Participating Addenda.

A. Terms

- 1) General Provisions – Information Technology (GSPD-401IT) effective 9/5/2014. This document can be viewed on the [DGS Procurement Division website](https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Model-Contract-Language) (<https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Model-Contract-Language>).

B. Administrative Fee

Contractor shall submit a check, payable to the State of California, remitted to the Cooperative Agreement Unit for the calculated amount equal to 1.25% of the sales for the quarterly period.

Contractor must include the Participating Addendum Number on the check. Those checks submitted to the State without the Participating Addendum Number will be returned to Contractor for additional identifying information.

Administrative fee checks shall be submitted to:

State of California
Department of General Services, Procurement Division
Attention: Cooperative Agreement Payment Processing
707 3rd Street, 2nd Floor, MS 2-202
West Sacramento, CA 95605

The administrative fee shall not be included as an adjustment to Contractor's NASPO ValuePoint Master Agreement pricing.

The administrative fee shall not be invoiced or charged to the ordering agency.

Payment of the administrative fee is due irrespective of payment status on orders or service contracts from a purchasing entity.

Administrative fee checks are due for each quarter as follows:

Reporting Period	Due Date
January 1 to March 31	April 30
April 1 to June 30	July 31
July 1 to September 30	October 31
October 1 to December 31	January 31

Failure to meet administrative fee requirements and submit fees on a timely basis shall constitute grounds for suspension of the Participating Addendum.

INSERT PORTFOLIO TITLE HERE

Led by the State of **insert State**

Master Agreement #: **enter number** (hereinafter "Master Agreement")

Contractor: **enter NAME (Contractor)** (hereinafter "Contractor")

Participating State: **STATE OF HAWAII** (hereinafter "Participating State")

State of Hawaii, State Procurement Office (SPO) Price List Contract No. insert VL/PL No.

This Addendum will add the State of Hawaii as a Participating State to purchase from the NASPO ValuePoint Master Agreement Number **insert contract number** with **insert contractor name**.

1. Scope: This addendum covers the **[contract title]** led by the State of **[xxxxxx]** for use by state agencies and other entities located in the Participating State of Hawaii authorized by that State's statutes to utilize State contracts.
2. Participation: All jurisdictions located within the State of Hawaii, which have obtained prior written approval by its Chief Procurement Officer, will be allowed to purchase from the Master Agreement. Private nonprofit health or human services organizations with current purchase of service contracts governed by Hawaii Revised Statutes (HRS) chapter 103F are eligible to participate in the SPO price/vendor list contracts upon mutual agreement between the Contractor and the non-profit. (Each such participating jurisdiction and participating nonprofit is hereinafter referred to as a "Participating Entity"). Issues of interpretation and eligibility for participation are solely within the authority of the Administrator, State Procurement Office.
3. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Name
Address:	Address
Telephone:	Phone
Fax:	Fax
Email:	email

INSERT PORTFOLIO TITLE HERE

Led by the State of **insert State**

Participating State

Name:	Name of Purchasing Specialist
Address:	State Procurement Office 1151 Punchbowl Street, Room 416 Honolulu, HI 98613
Telephone:	Phone Number
Fax:	(808) 586-0540
Email:	Purchasing Specialist E-mail Address

4. Participating State Modifications or Additions to the Master Agreement: These modifications or additions apply only to actions and relationships within the Participating State and its Entities.

☒ The following changes are modifying or supplementing the Master Agreement terms and conditions.

Changes:

- A. Usage Reports. Contractor shall submit a quarterly gross sales report (including zero-dollar sales) in EXCEL to the contact person listed in the Participating Addendum, Paragraph 3 (or as amended) in accordance with the following schedule (or as requested):

<u>Quarter Ending</u>	<u>Report Due</u>
March 31	April 30
June 30	July 31
September 30	October 31
December 31	January 31

The report shall identify each transaction and include the following information:

Department/Agency Name
Date of Purchase
Product/Service Description
Quantity
Unit of Measure
Item No. Part Number (if applicable)
MSRP List Price
NASPO ValuePoint Contract Price

INSERT PORTFOLIO TITLE HERE

Led by the State of **insert State**

The quarterly report shall also include any adjustment from prior periods (i.e. exchanges and/or return).

- B. The validity of this Addendum, any of its terms or provisions, as well as the right and duties of the parties in this Addendum, shall be governed by the laws of the State of Hawaii. A copy of the Attorney General's General Conditions, which is made a part of this Addendum, can be found at <https://spo.hawaii.gov/wp-content/uploads/2017/12/AG-008-103D-1.pdf>. Any action at law or in equity to enforce or interpret the provisions of this Addendum shall be brought in a court of competent jurisdiction in Honolulu, Hawaii.
- C. Inspection of Facilities. Pursuant to HRS § 103D-316, the Participating State, at reasonable times, may inspect the part of the plant or place of business of the Contractor or any subcontractor that is related to the performance of a Master Agreement and this Addendum.
- D. Campaign Contributions. The Contractor is notified of the applicability of HRS § 11-355, which prohibits campaign contributions from Contractor during the term of the Addendum if the contractor is paid with funds appropriated by the Hawaii State Legislature.
- E. Purchases by State of Hawaii government entities under this Master Agreement is not mandatory. This Addendum is secondary and non-exclusive.
- F. The State of Hawaii's purchasing card (pCard) is required to be used by the State's executive departments/agencies (excluding the Department of Education, the Hawaii Health System Corporation, the Office of Hawaiian Affairs, and the University of Hawaii) for all orders totaling less than \$2,500. For purchases of \$2,500 or more, agencies may use the pCard, subject to its credit limit or issue a purchase order.
- G. Pursuant to HRS §103D-310(c), if Contractor is doing business in the Participating State, Contractor is required to comply with all laws governing entities doing business in the Participating State, including the following HRS chapters.
 - 1. Chapter 237, General Excise Tax Law;
 - 2. Chapter 383, Hawaii Employment Security Law;
 - 3. Chapter 386, Workers' Compensation;
 - 4. Chapter 392, Temporary Disability Insurance;
 - 5. Chapter 393, Prepaid Health Care Act; and

A Certificate of Good Standing is required for entities doing business in the State.

The Hawaii Compliance Express (HCE) is utilized for verification of compliance. The SPO will conduct periodic checks to confirm Contractor's compliance on HCE throughout the term of the Addendum.

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Led by the State of **insert State**

Alternatively, Contractors not utilizing HCE to demonstrate compliance shall provide paper certificates to the SPO as instructed below. All certificates must be valid on the date it is received by the SPO. All applications for applicable clearances are the responsibility of the Contractor.

HRS Chapter 237 tax clearance requirement. Pursuant to Section 103D-328, HRS, Contractor shall be required to submit a tax clearance certificate issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). The certificate shall have an original green certified copy stamp and shall be valid for six (6) months from the most recent approval stamp date on the certificate.

The Tax Clearance Application, Form A-6, and its completion and filing instructions, are available on the DOTAX website: <http://tax.hawaii.gov/forms/>.

HRS Chapters 383 (Unemployment Insurance), 386 (Workers' Compensation), 392 (Temporary Disability Insurance), and 393 (Prepaid Health Care) requirements. Pursuant to Section 103D-310(c) Contractor shall be required to submit a certificate of compliance issued by the Hawaii State Department of Labor and Industrial Relations (DLIR). The certificate is valid for six (6) months from the date of issue. A photocopy of the certificate is acceptable to the SPO.

The DLIR Form LIR#27 Application for Certificate of Compliance with Section 3-122-112, HAR, and its filing instructions are available on the DLIR website: <http://labor.hawaii.gov/forms/>.

Compliance with Section 103D-310(c), HRS, for an entity doing business in the State. Contractor shall be required to submit a Certificate of Good Standing (COGS) issued by the State of Hawaii Department of Commerce and Consumer Affairs (DCCA) – Business Registration Division (BREG). The Certificate is valid for six (6) months from date of issue. A photocopy of the certificate is acceptable to the SPO.

To obtain the Certificate, the Contractor must be registered with the BREG. A sole proprietorship is not required to register with the BREG and is therefore not required to submit the certificate.

For more information regarding online business registration and the COGS is available at <http://cca.hawaii.gov/breg/>.

- H. Effective Date and Contract Period. This Addendum is effective upon the date of execution by the Participating State and shall continue for the term set forth in the Master Agreement.

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I. Licensing

Contractors must be properly licensed and capable of performing the Work as described in the Master Agreement, in accordance with the Professional and Vocational licensing laws of the state. Contractors under Participating Addendums must maintain any and all required licenses through the duration of the contract and Participating Addendum.

J. Insurance

The Contractor shall maintain in full force and effect during the life of this contract, liability and property damage insurance to protect the Contractor and his Subcontractors, if any, from claims for damages for personal injury, accidental death and property damage which may arise from operations under this contract, whether such operations be by the Contractor or by Subcontractor or anyone directly or indirectly employed by either of them. If any Subcontractor is involved, the insurance policy or policies shall name the Subcontractor as additional insured.

As an alternative to the Contractor providing insurance to cover operations performed by a Subcontractor and naming the Subcontractor as additional insured, the Contractor may require the Subcontractor to provide its own insurance, which meets the requirements herein. It is understood that a Subcontractor's insurance policy or policies are in addition to the Contractor's own policy or policies.

The following minimum insurance coverage(s) and limit(s) shall be provided by the Contractor, including its Subcontractor(s) where appropriate.

Coverage

Limits

Commercial General Liability (occurrence form)	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability	\$1,000,000 per accident
Professional Liability	\$1,000,000 per claim \$2,000,000 aggregate

Professional Liability shall be required from Contractors providing professional services requiring a license to conduct its business such as an engineer, architect, accountant, lawyer, information technology services etc. Use as applicable.

Cyber Liability covering claims and losses with respect to network, internet (Cloud) or other data disclosure risks (such as data breaches, releases of Confidential

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Information, unauthorized access/use of information, and identity theft) within limits of not less than \$1,000,000 per claim and \$2,000,000 aggregate. – use as applicable

Each insurance policy required by this contract (with the exception of the Professional Liability policy-use as applicable), including a Subcontractor's policy, shall contain the following clauses:

A. "The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii."

B. "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."

A Waiver of Subrogation shall apply to the General Liability, Automobile Liability and Worker's Compensation insurance policies and shall be in favor of the State of Hawaii.

The Contractor agrees to deposit with the State of Hawaii certificate(s) of insurance necessary to satisfy the State that the insurance provisions of this Addendum and have been complied with and to keep such insurance in effect and the certificate(s) therefore on deposit with the State during the entire term of the price/vendor list and price/vendor list extensions, if any, including those of its Subcontractor(s), where appropriate. Upon request by the State, Contractor shall be responsible for furnishing a copy of the policy or policies.

Failure of the Contractor to provide and keep in force such insurance shall be regarded as material default, entitling the State to exercise any or all of the remedies provided in the contract and this RFP for a default by the Contractor.

The procuring of such required insurance shall not be construed to limit the Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this RFP. Notwithstanding said policy or policies of insurance, the Contractor shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this price list.

5. Lease Agreements: Leasing is not authorized by this Addendum. **Adjust as applicable.**
6. Subcontractors: All contractors, dealers, and resellers authorized in the State of **insert Lead State**, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement. Subcontractors are **(or are not)** allowed under this Addendum.

INSERT PORTFOLIO TITLE HERE

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7. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

8. Freight Charges (unless otherwise stated in the master contract):

Prices proposed will be the delivered price to any state agency or political subdivision. All deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the Buyer except as to latent defects, fraud, and Contractor's warranty obligations. Any portion of a full order originally shipped without transportation charges (that failed to ship with the original order, thereby becoming back-ordered) will also be shipped without transportation charges.

9. Purchase Order and Payment Instructions:

All purchase orders issued by Participating Entities under this Addendum shall include the Participating State contract number: SPO Price List Contract No. **add number** and the NASPO ValuePoint Master Agreement Number **add number**.

Purchase Orders and Payments shall be made to add **contractor name** or authorized subcontractors, if any.

Invoices and Payment Instructions:

Contractor(s) shall forward original invoice(s), directly to the ordering agency. The GET or use tax and county surcharge may be added to the invoice as a separate line item and shall not exceed the current max pass-on tax rate(s) for each island.

County surcharges on state general excise (GE) tax or Use tax may be visibly passed on but is not required. For more information on county surcharges and the max pass-on tax rate, please visit the Department of Taxation's website at <http://tax.hawaii.gov/geninfo/countysurcharge>.

Pursuant to HRS § 103-10, Participating State and any agency of the Participating State or any county, shall have thirty (30) calendar days after receipt of invoice or satisfactory delivery of goods to make payment. Any interest for delinquent payment shall be as allowed by HRS § 103-10.

10. Participating Entity as Individual Customer:

Each Participating Entity shall be treated as an individual customer. Except to the extent modified by this Addendum, each Participating Entity will be responsible to follow the

INSERT PORTFOLIO TITLE HERE

Led by the State of **insert State**

terms and conditions of the Master Agreement; and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each Participating Entity will be responsible for its own charges, fees, and liabilities. Each Participating Entity will have the same rights to any indemnity or to recover any costs allowed in the Master Agreement for their purchases. The Contractor will apply the charges to each Participating Entity individually.

11. Entire Contract:

This Addendum, the Master Agreement, and the Attorney General's General Conditions, set forth the entire agreement, and all the conditions, understandings, promises, warranties and representations among the parties with respect to this Addendum and the Master Agreement, and supersedes any prior communications, representations or agreements whether, oral or written, with respect to the subject matter hereof.

Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum, the Master Agreement, and the Attorney General's General Conditions that are included in any purchase order or other document shall be void. The terms and conditions of this Addendum, the Master Agreement, and the Attorney General's General Conditions, shall govern in the case of any such inconsistent, contrary, or additional terms.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State: STATE OF HAWAII	Contractor:
Signature:	Signature:
Name: Bonnie Kahakui	Name:
Title: Acting Administrator, SPO	Title:
Date:	Date:

INSERT PORTFOLIO TITLE HERE

Led by the State of **insert State**

APPROVED AS TO FORM:

Deputy Attorney General

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Name
Telephone:	Phone
Email:	email

[Please email fully executed PDF copy of this document to

PA@naspovaluepoint.org

to support documentation of participation and posting in appropriate data bases.]

Cooperative Participation

State of Illinois Specific Terms and Conditions

1. This participating agreement executed by the State of Illinois may be designated as available to all or certain governmental units and/or qualifying not for profit agencies. "Governmental unit" means State of Illinois, any State agency as defined in Section 1-15.100 of the Illinois Procurement Code (30 ILCS 500/), officers of the State of Illinois, any public authority which has the power to tax, or any other public entity created by statute. 30ILCS 525/.
2. In no event will the total term of any participating agreement, including the initial term and any extensions or amendments, exceed ten (10) years.
3. This participating agreement and all related public records maintained by, provided to, or required to be provided to the State, are subject to the Illinois Freedom of Information Act notwithstanding any provision to the contrary that may be found in this contract. 5 ILCS 140.
4. Any participating agreement executed by the State of Illinois is contingent upon and subject to the availability of funds. The State of Illinois, at its sole option, may terminate or suspend any participating agreement, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the Federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60), (2) the Governor of Illinois decreases the Agency's funding by reserving some or all of the Agency's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Vendor will be notified in writing of the failure of appropriation or of a reduction or decrease.
5. Any claim against any State of Illinois, any State of Illinois agency as defined in Section 1-15.100 of the Illinois Procurement Code (30 ILCS 500/), or officers of the State of Illinois arising out of any participating agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 Ill. Adm. Code 900. This shall be Vendor's sole remedy for late payments by the State of Illinois. Payment terms contained in Vendor's invoices shall have no force or effect. The State of Illinois shall not enter into binding arbitration to resolve any dispute arising out of any participating agreement. The State of Illinois does not waive sovereign immunity.
6. Illinois may further evaluate the lead entity's awarded contracts to make best value determinations.
7. Registration in the Illinois Procurement Gateway is required before a participating agreement with the State of Illinois may be executed. For information on registration, please visit www.ipg.vendorreg.com.
8. Registration in BidBuy is required before a contract with the State of Illinois can be executed. For information on registration, please see the BidBuy [Vendor Registration Manual](#).
9. Any vendor with a participating agreement may be required to meet a Illinois Business Enterprise Program goal (30 ILCS 575/).

Title 21 STATE PROCUREMENT REGULATIONS

Subtitle 07 CONTRACT TERMS AND CONDITIONS

Chapter 01 Mandatory Contract Provisions — All Contracts (except as provided under COMAR 21.05.07, 21.07.02, and 21.07.03)

Authority: Election Law Article, §§14-101—14-108; General Provisions Article, §§5-101 and 5-503;
State Finance and Procurement Article, §§12-101, 13-211, 13-217—13-219, 13-221—13-223, 13-317, 16-202, 17-401, 17-402, and 19-114;
Annotated Code of Maryland; Chs. 588, 589, and 630, Acts of 2017

.01 Parties to the Contract.

Mandatory provision for all contracts.

.02 Scope of Contract.

Mandatory provision for all contracts. This provision shall reflect the unilateral right of the State to order in writing changes in the work within the scope of the contract.

.03 Compensation and Method of Payment.

Mandatory provision for all contracts. The contractor's taxpayer identification number consisting of the Social Security number for individuals and sole proprietors and the federal employer identification number for all other types of organizations shall be indicated in this clause.

.04 Contract Modifications.

Mandatory provision for all contracts.

.05 Non-Hiring of Officials and Employees.

Mandatory provision for all contracts: "No official or employee of the State of Maryland, as defined under General Provisions Article, §5-101, Annotated Code of Maryland, whose duties as such official or employee include matters relating to or affecting the subject matter of this contract, shall during the pendency and term of this contract and while serving as an official or employee of the State become or be an employee of the contractor or any entity that is a subcontractor on this contract."

.06 Disputes.

Mandatory provision for all contracts. One of the following clauses is preferred:

A. Alternate Disputes Clause (short form). "This contract shall be subject to the provisions of State Finance and Procurement Article, Title 15, Subtitle 2, Annotated Code of Maryland, and COMAR 21.10 (Administrative and Civil Remedies). Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the contract in accordance with the procurement officer's decision."

B. Alternate Disputes Clause (long form).

"(1) This contract is subject to the provisions of State Finance and Procurement Article, Title 15, Subtitle 2, Annotated Code of Maryland and COMAR 21.10 (Administrative and Civil Remedies).

(2) Except as otherwise may be provided by law, all disputes arising under or as a result of a breach of this contract that are not disposed of by mutual agreement shall be resolved in accordance with this clause.

(3) As used herein, "claim" means a written demand or assertion by one of the parties seeking, as a legal right, the payment of money, adjustment or interpretation of contract terms, or other relief, arising under or relating to this contract. A voucher, invoice, or request for payment that is not in dispute when submitted is not a claim under this clause. However, if the submission subsequently is not acted upon in a reasonable time, or is disputed as to liability or amount, it may be converted to a claim for the purpose of this clause.

(4) A claim shall be made in writing and submitted to the procurement officer for decision in consultation with the Office of the Attorney General.

(5) When a claim cannot be resolved by mutual agreement, the contractor shall submit a written request for final decision to the procurement officer. The written request shall set forth all the facts surrounding the controversy.

(6) The contractor, at the discretion of the procurement officer, may be afforded an opportunity to be heard and to offer evidence in support of his claim.

21.07.01.07

(7) The procurement officer shall render a written decision on all claims within 180 days of receipt of the contractor's written claim, unless the procurement officer determines that a longer period is necessary to resolve the claim. If a decision is not issued within 180 days, the procurement officer shall notify the contractor of the time within which a decision shall be rendered and the reasons for such time extension. The decision shall be furnished to the contractor, by certified mail, return receipt requested, or by any other method that provides evidence of receipt. The procurement officer's decision shall be deemed the final action of the State.

(8) The procurement officer's decision shall be final and conclusive unless the contractor mails or otherwise files a written appeal with the Maryland State Board of Contract Appeals within 30 days of receipt of the decision.

(9) Pending resolution of a claim, the contractor shall proceed diligently with the performance of the contract in accordance with the procurement officer's decision."

.07 Maryland Law Prevails.

Mandatory provision for all contracts unless otherwise authorized by the Board of Public Works.

.08 Nondiscrimination in Employment.

Mandatory provision for all contracts. The following clause is preferred:

"The Contractor agrees:(a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, sexual orientation, gender identification, marital status, national origin, ancestry genetic information or any otherwise unlawful use of characteristics, or disability of a qualified individual with a disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or the individual's refusal to submit to a genetic test or make available the results of a genetic test; (b) to include a provision similar to that contained in subsection(a), above, in any underlying subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause."

.09 Contingent Fee Prohibition.

Mandatory provision for all contracts:

"The contractor, architect, or engineer (as applicable) warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the contractor, architect, or engineer, to solicit or secure this agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this agreement."

.10 Multi-Year Contracts Contingent Upon Appropriations.

Mandatory provision for all contracts and contract modifications to be effective in more than one fiscal year:

"If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be cancelled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the State from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Contract. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first."

.11 Termination for Default.

Mandatory provision for all contracts. One of the following clauses is preferred:

A. Alternate Clause — Termination for Default (short form).

"If the Contractor fails to fulfill its obligation under this contract properly and on time, or otherwise violates any provision of the contract, the State may terminate the contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the State's option, become the State's property. The State shall pay the Contractor fair and equitable compensation for satisfactory

performance prior to receipt of notice of termination, less the amount of damages caused by Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the State can affirmatively collect damages. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B."

B. Alternate Clause — Termination for Default (long form).

"(1) The State may, subject to the provisions of paragraph (3) of this regulation, by written notice of default to the Contractor, terminate the whole or any part of this contract in any one of the following circumstances:(a) If the Contractor fails to perform within the time specified herein or any extension thereof; or (b) If the Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of 10 days (or such longer period as the procurement officer may authorize in writing) after receipt of notice from the procurement officer specifying such failure.

"(2) In the event the State terminates this contract in whole or in part as provided in paragraph(1) of this clause, the State may procure substitute performance upon terms and in whatever manner the procurement officer may deem appropriate, and the Contractor shall be liable to the State for any excess costs for substitute performance; provided, that the Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

"(3) Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the State in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform shall be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if the default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform unless substitute performance for the subcontractor was obtainable from another source in sufficient time to permit the Contractor to meet the performance schedule.

"(4) If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the notice of termination had been issued pursuant to such clause. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, and if this contract does not contain a clause providing for termination for convenience of the State, the contract shall be equitably adjusted to compensate for such termination and the contract modified accordingly; failure to agree to any such adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes."

"(5) If this contract is terminated as provided in paragraph(1) of this clause, the State, in addition to any other rights provided in this clause, may require the Contractor to transfer title and deliver to the State, in the manner, at the times, and to the extent, if any, directed by the procurement officer,(a) the fabricated or unfabricated parts, work in progress, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated by the Notice of Termination, and (b) the completed or partially completed plans, drawings, information, and other property which, if the contract had been completed, would have been required to be furnished to the State; and the Contractor shall, upon direction of the procurement officer, protect and preserve property in the possession of the Contractor in which the State has an interest. Payment for completed supplies delivered to and accepted by the State shall be at the contract price. Payment for manufacturing materials delivered to and accepted by the State and for the protection and preservation of property shall be in an amount agreed upon by the Contractor and procurement officer; failure to agree to such amount shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes." The State may withhold from amounts otherwise due the Contractor hereunder such sum as the procurement officer determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

"(6) The rights and remedies of the State provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

21.07.01.12

"(7) As used in paragraph (3) of this clause, the terms, "subcontractor" and "subcontractors" mean subcontractor(s) at any tier."

.12 Termination for Convenience.

A. Except as provided in §B of this regulation, mandatory provision for all contracts. One of the following clauses is preferred:

(1) Alternate Clause — Termination for Convenience (short form).

"The performance of work under this contract may be terminated by the State in accordance with this clause in whole, or from time to time in part, whenever the State shall determine that such termination is in the best interest of the State. The State will pay all reasonable costs associated with this contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12A(2)."

(2) Alternate Clause — Termination for Convenience (long form).

"(1) The performance of work under this contract may be terminated by the State in accordance with this clause in whole, or from time to time in part, whenever the State shall determine that such termination is in the best interest of the State. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work is terminated and the time when such termination becomes effective.

"(2) After receipt of a Notice of Termination, and except as otherwise directed by the procurement officer, the Contractor shall:

(a) stop work as specified in the Notice of Termination;

(b) place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of the portion of the work under the contract as is not terminated;

(c) terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination;

(d) assign to the State, in the manner, at times, and to the extent directed by the procurement officer, all of the right, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the State shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

(e) settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the procurement officer, to the extent he may require, which approval or ratification shall be final for all the purposes of this clause;

(f) transfer title and deliver to the State, in the manner, at the times, and to the extent, if any, directed by the procurement officer, (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated by the Notice of Termination, and (ii) the completed or partially completed plans, drawings, information, and other property which, if the contract had been completed, would have been required to be furnished to the State;

(g) use its best efforts to sell, in the manner, at the times, to the extent, and at the price or prices directed or authorized by the procurement officer, any property of the types referred to in (f) above; provided, however, that the Contractor (i) may not be required to extend credit to any purchaser, and (ii) may acquire any such property under the conditions prescribed by and at a price or prices approved by the procurement officer; and provided further that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the State to the Contractor under this contract or shall otherwise be credited to the price or cost of the work covered by this contract or paid in such other manner as the procurement officer may direct;

(h) complete performance of such part of the work as shall not have been terminated by the Notice of Termination; and

(i) take any action that may be necessary, or as the procurement officer may direct, for the protection and preservation of the property related to this contract which is in the possession of the Contractor and in which the State has or may acquire an interest.

CONTRACT TERMS AND CONDITIONS

21.07.01.12

The Contractor shall submit to the procurement officer a list, certified as to quantity and quality, of any or all items of termination inventory not previously disposed of, exclusive of items the disposition of which has been directed or authorized by the procurement officer, and may request the State to remove them or enter into a storage agreement covering them. Not later than fifteen (15) days thereafter, the State shall accept title to these items and remove them or enter into a storage agreement covering the same; provided, that the list submitted shall be subject to verification by the procurement officer upon removal of the items, or if the items are stored, within forty-five (45) days from the date of submission of the list, and any necessary adjustment to correct the list as submitted shall be made before final settlement.

"(3) After receipt of a Notice of Termination, the Contractor shall submit to the procurement officer his termination claim, in the form and with certification prescribed by the procurement officer. This claim shall be submitted promptly but in no event later than one(1) year from the effective date of termination, unless one or more extensions in writing are granted by the procurement officer, upon request of the Contractor made in writing within the one-year period or authorized extension thereof. However, if the procurement officer determines that the facts justify such action, he may receive and act upon any such termination claim at any time after the one-year period or any extension thereof. Upon failure of the Contractor to submit his termination claim within the time allowed, the procurement officer may determine the claim at any time after the one-year period or any extension thereof. Upon failure of the Contractor to submit his termination claim within the time allowed, the procurement officer may determine, on the basis of information available to him, the amount, if any, due to the Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined.

"(4) Subject to the provisions of paragraph (3), the Contractor and the procurement officer may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination of work pursuant to this clause, which amount or amounts may include a reasonable allowance for profit on work done; provided, that such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated. The contract shall be amended accordingly, and the Contractor shall be paid the agreed amount. Nothing in paragraph (5) of this clause, prescribing the amount to be paid to the Contractor in the event of failure of the Contractor and the procurement officer to agree upon the whole amount to be paid to the Contractor by reason of the termination of work pursuant to this clause, shall be deemed to limit, restrict, or otherwise determine or affect the amount or amounts that may be agreed upon to be paid to the Contractor pursuant to this paragraph.

"(5) In the event of the failure of the Contractor and the procurement officer to agree as provided in paragraph (4) upon the whole amount to be paid to the Contractor by reason of the termination of work pursuant to this clause, the procurement officer shall pay to the Contractor the amounts determined by the procurement officer as follows, but without duplication of any amounts agreed upon in accordance with paragraph (4):

(a) for completed supplies or services accepted by the State (or sold or acquired as provided in paragraph (2)(g) above) and for which payment has not theretofore been made, a sum equivalent to the aggregate price for the supplies or services computed in accordance with the price or prices specified in the contract, appropriately adjusted for any saving of freight or other charges;

(b) the total of:

(i) the costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but exclusive of any costs attributable to supplies or services paid or to be paid for under paragraph (5)(a) hereof;

(ii) the cost of settling and paying claims arising out of the termination of work under subcontracts or orders, as provided in paragraph (2)(e) above, which are properly chargeable to the terminated portion of the contract (exclusive of amounts paid or payable on account of supplies or materials delivered or services furnished by subcontractors or vendors before the effective date of the Notice of Termination, which amounts shall be included in the costs payable under(i) above); and

(iii) a sum, as profit on(i) above, determined by the procurement officer to be fair and reasonable; provided, however, that if it appears that the contractor would have sustained a loss on the entire contract had it been completed, no profit shall be included or allowed under this subdivision (iii) and an appropriate adjustment shall be made reducing the amount of the settlement to reflect the indicated rate of loss; and

(c) the reasonable cost of settlement accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the contract and for the termination

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and settlement of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to this contract.

The total sum to be paid to the Contractor under(a) and (b) of this paragraph shall not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated. Except for normal spoilage, and except to the extent that the State shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the Contractor as provided in (5)(a) and (b)(i) above, the fair value, as determined by the procurement officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the State or to a buyer pursuant to paragraph (2)(g).

"(6) Costs claimed, agreed to, or determined pursuant to (3), (4), (5) and (11) hereof shall be in accordance with COMAR 21.09 (Contract Cost Principles and Procedures) as in effect on the date of this contract.

"(7) The Contractor shall have the right of appeal, under the clause of this contract entitled "Disputes," from any determination made by the procurement officer under paragraph (3), (5), or (9) hereof, except that if the Contractor has failed to submit his claim within the time provided in paragraph (3) or (9) hereof, and has failed to request extension of the time, he shall have no right of appeal. In any case where the procurement officer has made a determination of the amount due under paragraph (3), (5), or (9) hereof, the State shall pay to the Contractor the following:(a) if there is no right of appeal hereunder or if no timely appeal has been taken, the amount so determined by the procurement officer, or (b) if an appeal has been taken, the amount finally determined on such appeal.

"(8) In arriving at the amount due the Contractor under this clause there shall be deducted(a) all unliquidated advance or other payments on account theretofore made to the Contractor, applicable to the terminated portion of this contract, (b) any claim which the State may have against the Contractor in connection with this contract, and (c) the agreed price for, or the proceeds of sale of, any materials, supplies, or other things acquired by the Contractor or sold, pursuant to the provisions of this clause, and not otherwise recovered by or credited to the State.

"(9) If the termination hereunder be partial, the Contractor may file with the procurement officer a claim for an equitable adjustment of the price or prices specified in the contract relating to the continued portion of the contract (the portion not terminated by the Notice of Termination), and such equitable adjustment as may be agreed upon shall be made in such price or prices. Any claim by the Contractor for an equitable adjustment under this clause shall be asserted within ninety (90) days from the effective date of the termination notice, unless an extension is granted in writing by the procurement officer.

"(10) The State may from time to time, under such terms and conditions as it may prescribe, make partial payments and payments on account against costs incurred by the Contractor in connection with the terminated portion of this contract whenever in the opinion of the procurement officer the aggregate of such payments shall be within the amount to which the Contractor shall be entitled hereunder. If the total of such payments is in excess of the amount finally agreed or determined to be due under this clause, such excess shall be payable by the Contractor to the State upon demand, together with interest computed at the prime rate established by the State Treasurer for the period from the date such excess payment is received by the Contractor to the date on which such excess is repaid to the State; provided, however, that no interest shall be charged with respect to any such excess payment attributable to a reduction in the Contractor's claim by reason of retention or other disposition of termination inventory until ten days after the date of such retention or disposition, or a later date as determined by the procurement officer by reason of the circumstances.

"(11) Unless otherwise provided for in this contract, or by applicable statute, the Contractor shall—from the effective date of termination until the expiration of three years after final settlement under this contract—preserve and make available to the State at all reasonable times at the office of the Contractor but without direct charge to the State, all his books, records, documents and other evidence bearing on the costs and expenses of the Contractor under this contract and relating to the work terminated hereunder, or, to the extent approved by the procurement officer, reproductions thereof."

B. Leases of Real Property.

(1) Inclusion of a termination for convenience clause in a real property lease is discretionary with the Board of Public Works, upon recommendation of the Secretary of General Services.

(2) In recommending the exclusion of a termination for convenience clause in a real property lease, the Secretary shall consider such factors as:

(a) The practicality of including the termination for convenience clause in a lease of real property located in another state or overseas when the demand for property of a particular type or in some particular geographic location is extremely intense, or when the contents of a lease are established by a foreign government and are effectively non-negotiable, or both;

(b) The perception of some landlords that the termination for convenience clause permits the State to unilaterally convert a fixed term lease to a day-to-day lease; or

(c) The prospects that some lending institutions may reject loan requests from landlords owning property that the State might wish to lease but that must be first upgraded at the owner's expense to meet State User Agency Requirements.

.13 Delays and Extensions of Time.

Mandatory provision for all contracts. It shall be in substantially the same form as follows:

"Delays and Extensions of Time"

"The Contractor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract.

"Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers."

.14 Liquidated Damages.

Mandatory provision for:

- A. All contracts with certified MBE participation goals in accordance with COMAR 21.11.03.10E; and
- B. Any other contracts deemed appropriate by the procurement officer in consultation with the Office of the Attorney General.

.15 Variations in Estimated Quantities.

Mandatory provision for all contracts that contain estimated quantity items.

.16 Suspension of Work.

Mandatory provision for all contracts. It shall be in substantially the same form as follows:

"The procurement officer unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as he may determine to be appropriate for the convenience of the State."

.17 Pre-existing Regulations.

Mandatory provision for all contracts. It shall be in substantially the same form as follows:

"In accordance with the provisions of §11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, the regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR Title 21) in effect on the date of execution of this Contract are applicable to this Contract."

.18 Payment of State Obligations.

Mandatory provision for all contracts. The following clause is preferred:

"Unless a payment is unauthorized, deferred, delayed, or set-off under COMAR 21.02.07, Payments to the Contractor pursuant to this Contract shall be made no later than 30 days after the State's receipt of a proper invoice from the Contractor.

The Contractor may be eligible to receive late payment interest at the rate of 9% per annum if:

- (1) The Contractor submits an invoice for the late payment interest within thirty days after the date of the State's payment of the amount on which the interest accrued; and
- (2) A contract claim has not been filed under State Finance and Procurement Article, Title 15, Subtitle 2, Annotated Code of Maryland.

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The State is not liable for interest:

- (1) Accruing more than one year after the 31st day after the agency receives the proper invoice; or
- (2) On any amount representing unpaid interest. Charges for late payment of invoices are authorized only as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, or by the Public Service Commission of Maryland with respect to regulated public utilities, as applicable."

.19 Financial Disclosure.

Mandatory provision for all contracts:

"The Contractor shall comply with the provisions of State Finance and Procurement Article §13-221, Annotated Code of Maryland. That section requires a business to file with the Secretary of State of Maryland certain specified information, including disclosure of beneficial ownership of the business, within 30 days of the date the aggregate value of any contracts, leases, or other agreements that the business enters into with the State of Maryland or its agencies during a calendar year reaches \$200,000."

.20 Political Contribution Disclosure.

Mandatory provision for all contracts:

"The Contractor shall comply with Election Law Article, Title 14, Annotated Code of Maryland, which requires that every person that enters into a procurement contract with the State, a county, or a municipal corporation, or other political subdivision of the State, during a calendar year in which the person receives a contract with a governmental entity in the amount of \$200,000 or more, shall file with the State Board of Elections statements disclosing:(a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contribution in a cumulative amount of \$500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections:(a) before execution of a contract by the State, a county, a municipal corporation, or other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and (b) if the contribution is made after the execution of a contract, then twice a year, throughout the contract term, on or before:(i) May 31, to cover the six (6) month period ending April 30; and (ii) November 30, to cover the six (6) month period ending October 31. Additional information is available on the State Board of Election website: http://www.elections.state.md.us/campaign_finance/index.html."

.21 Retention of Records.

Mandatory provision for all contracts. The following clause is preferred:

"The Contractor shall retain and maintain all records and documents relating to this Contract for three years after final payment by the State hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the procurement officer or designee, at all reasonable times."

.22 Compliance with Laws.

Mandatory provision for all contracts. The following clause is preferred:

"The Contractor hereby represents and warrants that:

"A. It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;

"B. It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;

"C. It shall comply with all federal, State, and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and

"D. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract."

.23 Cost and Price Certification.

Mandatory provision for all contracts and contract modifications (excluding real property leases and architectural services or engineering services contracts (see Regulation .24)) if the contract or modification exceeds \$100,000 or a smaller amount

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determined by the procurement officer under State Finance and Procurement Article, §13-220. The language shall be in substantially the same form as follows:

"Cost and Price Certification"

"A. The Contractor by submitting cost or price information certifies that, to the best of its knowledge, the information submitted is accurate, complete, and current as of a mutually determined specified date prior to the conclusion of any price discussions or negotiations for:

"(1) A negotiated contract, if the total contract price is expected to exceed \$100,000, or a smaller amount set by the procurement officer; or

"(2) A change order or contract modification, expected to exceed \$100,000, or a smaller amount set by the procurement officer.

"B. The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date agreed upon between the parties, was inaccurate, incomplete, or not current."

.24 Truth-In-Negotiation Certification.

Mandatory provision for architectural services or engineering services contracts exceeding \$100,000. It shall be in substantially the same form as follows:

"Truth-In-Negotiation Certification"

"The Contractor by submitting cost or price information, including wage rates or other factual unit costs, certifies to the best of its knowledge, information and belief, that:

"A. The wage rates and other factual unit costs supporting the firm's compensation, as set forth in the proposal, are accurate, complete and current as of the contract date;

"B. If any of the items of compensation were increased due to the furnishing of inaccurate, incomplete or noncurrent wage rates or other units of costs, the State is entitled to an adjustment in all appropriate items of compensation, including profit or fee, to exclude any significant sum by which the price was increased because of the defective data. The State's right to adjustment includes the right to a price adjustment for defects in costs or pricing data submitted by a prospective or actual subcontractor; and

"C. If additions are made to the original price of the contract, such additions may be adjusted to exclude any significant sums where it is determined the price has been increased due to inaccurate, incomplete or noncurrent wage rates and other factual costs."

.25 Contract Affidavit.

Mandatory contract addendum. The contract addendum shall be in substantially the same form as follows and submitted upon initial award and each renewal thereafter:

A. AUTHORITY

I HEREBY AFFIRM THAT:

I, (print name) _____ possess the legal authority to make this Affidavit.

B. CERTIFICATION OF REGISTRATION OR QUALIFICATION WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

I FURTHER AFFIRM THAT:

The business named above is a (check applicable items):

- (1) Corporation — ☐ domestic or ☐ foreign;
- (2) Limited Liability Company — ☐ domestic or ☐ foreign;
- (3) Partnership — ☐ domestic or ☐ foreign;
- (4) Statutory Trust — ☐ domestic or ☐ foreign;
- (5) ☐ Sole Proprietorship

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and is registered or qualified as required under Maryland Law.

I further affirm that the above business is in good standing both in Maryland and (IF APPLICABLE) in the jurisdiction where it is presently organized, and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation. The name and address of its resident agent (IF APPLICABLE) filed with the State Department of Assessments and Taxation is:

Name and Department ID

Number: _____ Address: _____

and that if it does business under a trade name, it has filed a certificate with the State Department of Assessments and Taxation that correctly identifies that true name and address of the principal or owner as:

Name and Department ID Number: _____

Address: _____.

C. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of State Finance and Procurement Article, §13-221, Annotated Code of Maryland, which require the business to file with the Secretary of State of Maryland certain specified information, including disclosure of beneficial ownership of the business, within 30 days of the date the aggregate value of any contracts, leases, or other agreements that the business enters into with the State of Maryland or its agencies during a calendar year reaches \$200,000.

D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, Title 14, Annotated Code of Maryland, which requires that every person that enters into a procurement contract with the State, a county, a municipal corporation, or other political subdivision of the State, during a calendar year in which the person receives a contract with a governmental entity in the amount of \$200,000 or more shall file with the State Board of Elections statements disclosing: (a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contributions in a cumulative amount of \$500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections: (a) before execution of a contract by the State, a county, a municipal corporation, or other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and (b) if the contribution is made after the execution of a contract, then twice a year, throughout the contract term, on: (i) May 31, to cover the six (6) month period ending April 30; and (ii) November 30, to cover the six (6) month period ending October 31.

E. DRUG AND ALCOHOL FREE WORKPLACE

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

I CERTIFY THAT:

- (1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.
- (2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:
 - (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
 - (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
 - (c) Prohibit its employees from working under the influence of drugs or alcohol;

(d) Not hire or assign to work on the contract anyone who the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;

(e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;

(f) Establish drug and alcohol abuse awareness programs to inform its employees about:

- (i) The dangers of drug and alcohol abuse in the workplace;
- (ii) The business's policy of maintaining a drug and alcohol free workplace;
- (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
- (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;

(g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §E(2)(b), of this regulation;

(h) Notify its employees in the statement required by §E(2)(b), of this regulation, that as a condition of continued employment on the contract, the employee shall:

(i) Abide by the terms of the statement; and

(ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;

(i) Notify the procurement officer within 10 days after receiving notice under §E(2)(h)(ii), of this regulation, or otherwise receiving actual notice of a conviction;

(j) Within 30 days after receiving notice under §E(2)(h)(ii), of this regulation, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:

(i) Take appropriate personnel action against an employee, up to and including termination; or

(ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program;

and

(k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §E(2)(a)—(j), of this regulation.

(3) If the business is an individual, the individual shall certify and agree as set forth in §E(4), of this regulation, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.

(4) I acknowledge and agree that:

(a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;

(b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and

(c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

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F. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgements contained in that certain Bid/Proposal Affidavit dated _____, 20____, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____

By: _____ (printed name of Authorized Representative and affiant)

_____ (signature of Authorized Representative and affiant)

.26 Commercial Nondiscrimination Clause.

A. The following provision is mandatory for all State contracts and subcontracts: "As a condition of entering into this Agreement, Contractor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland. As part of such compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry, national origin, sex, age, marital status, sexual orientation, sexual identity, genetic information or an individual's refusal to submit to a genetic test or make available the results of a genetic test or on the basis of disability, or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

B. The following provision is mandatory for all State contracts: "As a condition of entering into this Agreement, upon the request of the Commission on Civil Rights, and only after the filing of a complaint against Contractor under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, as amended from time to time, Contractor agrees to provide within 60 days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past 4 years on any of its contracts that were undertaken within the State of Maryland, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State's Commercial Nondiscrimination Policy as set forth under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, and to provide any documents relevant to any investigation that are requested by the State. Contractor understands that violation of this clause is a material breach of this Agreement and may result in contract termination, disqualification by the State from participating in State contracts, and other sanctions."

.27 Performance and Payment Bonds.

This regulation is added as a separate pdf form within this chapter.

.27 Performance and Payment Bonds.

Mandatory provision for contracts exceeding \$100,000 with surety bond requirements:

A. Performance Bond. The required performance bond shall be in the form specified as follows:

PERFORMANCE BOND

Principal	Business Address of Principal
Surety a corporation of the State of _____ and authorized to do business in the State of Maryland	Obligee STATE OF MARYLAND
Penal Sum of Bond (express in words and figures)	Date of Contract _____, 20 ____
Description of Contract	Date Bond Executed _____, 20 ____
Contract Number: _____	

KNOW ALL BY THESE PRESENTS, That we, the Principal named above and Surety named above, are held and firmly bound unto the Obligee named above in the Penal Sum of this Performance Bond stated above, for the payment of which Penal Sum we bind ourselves, our heirs, executors, administrators, personal representatives, successors, and assigns, jointly and severally, firmly by these presents. However, where Surety is composed of corporations acting as co-sureties, we the co-sureties, bind ourselves, our successors and assigns, in such Penal Sum jointly and severally as well as severally only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each co-surety binds itself, jointly and severally with the Principal, for the payment of such sum as appears above its name below, but if no limit of liability is indicated, the limit of such liability shall be the full amount of the Penal Sum.

WHEREAS, Principal has entered into or will enter into a contract with the State of Maryland, by and through the Administration named above acting for the State of Maryland, which contract is described and dated as shown above, and incorporated herein by reference. The contract and all items incorporated into the contract, together with any and all changes, extensions of time, alterations, modifications, or additions to the contract or to the work to be performed thereunder or to the Plans, Specifications, and Special Provisions, or any of them, or to any other items incorporated into the contract shall hereinafter be referred as "the Contract."

WHEREAS, it is one of the conditions precedent to the final award of the Contract that these presents be executed.

NOW, THEREFORE, during the original term of said Contract, during any extensions thereto that may be granted by the Administration, and during the guarantee and warranty period, if any, required under the Contract, unless otherwise stated therein, this Performance Bond shall remain in full force and effect unless and until the following terms and conditions are met:

1. Principal shall well and truly perform the Contract; and
2. Principal and Surety shall comply with the terms and conditions in this Performance Bond.

Whenever Principal shall be declared by the Administration to be in default under the Contract, the Surety may, within 15 days after notice of default from the Administration, notify the Administration of its election to either promptly proceed to remedy the default or promptly proceed to complete the contract in accordance with and subject to its terms and conditions. In the event the Surety does not elect to exercise either of the above stated options, then the Administration thereupon shall have the remaining contract work completed, Surety to remain liable hereunder for all expenses of completion up to but not exceeding the penal sum stated above.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligation on this Performance Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

This Performance Bond shall be governed by and construed in accordance with the laws of the State of Maryland and any reference herein to Principal or Surety in the singular shall include all entities in the plural who or which are signatories under the Principal or Surety heading below.

IN WITNESS WHEREOF, Principal and Surety have set their hands and seals to this Performance Bond. If any individual is a signatory under the Principal heading below, then each such individual has signed below on his or her own behalf, has set forth below the name of the firm, if any, in whose name he or she is doing business, and has set forth below his or her title as a sole proprietor. If any partnership or joint venture is a signatory under the Principal heading below, then all members of each such partnership or joint venture have signed below, each member has set forth below the name of the partnership or joint venture, and each member has set forth below his or her title as a general partner, limited partner, or member of joint venture, whichever is applicable. If any corporation is a signatory under the Principal or Surety heading below, then each such corporation has caused the following: the corporation's name to be set forth below, a duly authorized representative of the corporation to affix below the

corporation's seal and to attach hereto a notarized corporate resolution of power of attorney authorizing such action, and each such duly authorized representative to sign below and set forth below his or her title as a representative of the corporation. If any individual acts as a witness to any signature below, then each such individual has signed below and has set forth below his or her title as a witness. All of the above has been done as of the Date of Bond shown above.

In Presence of:	Individual Principal
Witness:	
_____ as to	_____ (SEAL)

In Presence of:	Co-Partnership Principal
Witness:	
_____	_____ (SEAL)
	(Name of Co-Partnership)
_____ as to	By: _____ (SEAL)
_____ as to	_____ (SEAL)
_____ as to	_____ (SEAL)

	Corporate Principal
Attest:	_____
	(Name of Corporation)
	AFFIX
_____ as to	By: _____ CORPORATE
Corporate Secretary	President SEAL

Attest:	(SEAL)	(Corporate Surety)
_____		By: _____ (SEAL)
Signature		Title _____
Bonding Agent's Name: _____		_____
		(Business Address of Surety)
Agent's Address _____		

Approved as to legal form and sufficiency this
 _____ day of _____ 20____

Asst. Attorney General

B. Payment Bond. The required payment bond shall be in the form specified as follows:

PAYMENT BOND

Principal	Business Address of Principal
Surety	Obligee
a corporation of the State of _____	STATE OF MARYLAND
and authorized to do business in the State of Maryland	
Penal Sum of Bond (express in words and figures)	Date of Contract
_____	_____, 20____
Description of Contract	Date Bond Executed
Contract Number: _____	_____, 20____

KNOW ALL BY THESE PRESENTS, That we, the Principal named above and Surety named above, being authorized to do business in Maryland, and having business address as shown above, are held and firmly bound unto the Obligee named above, for the use and benefit of claimants as hereinafter defined, in the Penal Sum of this Payment Bond stated above, for the payment of which Penal Sum we bind ourselves, our heirs, executors, administrators, personal representatives, successors, and assigns, jointly and severally, firmly by these co-sureties, bind ourselves, our successors and assigns, in such Penal Sum jointly and severally as well as severally only for the purpose of allowing a joint action or actions against any or all of us, and for all other

purposes each co-surety binds itself, jointly and severally with the Principal, for the payment of such sum as appears above its name below, but if no limit of liability is indicated, the limit of such liability shall be the full amount of the Penal Sum.

WHEREAS, Principal has entered into or will enter into a contract with the State, by and through the Administration named above acting for the State of Maryland, which contract is described and dated as shown above, and incorporated herein by reference. The contract and all items incorporated into the contract, together with any and all changes, extensions of time, alterations, modifications, or additions to the contract or to the work to be performed thereunder or to the Plans, Specifications, and Special Provisions, or any of them, or to any other items incorporated into the contract shall hereinafter be referred to as the "Contract".

WHEREAS, it is one of the conditions precedent to the final award of the Contract that these presents be executed.

NOW THEREFORE, the condition of this obligation is such that if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and materials furnished, supplied and reasonably required for use in the performance of the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect, subject to the following conditions:

1. A claimant is defined to be any and all of those persons supplying services or materials (including lessors of equipment to the extent of the fair market value thereof) to the Principal or its subcontractors and subcontractors in the prosecution of the work provided for in the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Oblige that every claimant as herein defined, may sue on this Bond for the use of such claimant and prosecute the suit to final judgment for such sum or sums as may be justly due claimant and have execution thereon. The Oblige shall not be liable for the payment of any costs or expenses of any such suit.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligation on this Payment Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

This Payment Bond shall be governed by and construed in accordance with the laws of the State of Maryland and any reference herein to Principal or Surety in the singular shall include all entities in the plural who or which are signatories under the Principal or Surety heading below.

IN WITNESS WHEREOF, Principal and Surety have set their hands and seals to this Payment Bond. If any individual is a signatory under the Principal heading below, then each such individual has signed below on his or her own behalf, has set forth below the name of the firm, if any, in whose name he or she is doing business, and has set forth below his or her title as a sole proprietor. If any partnership or joint venture is a signatory under the Principal heading below, then all members of each such partnership or joint venture have signed below, each member has set forth below the name of the partnership or joint venture, and each member has set forth below his or her title as a general partner, limited partner, or member of joint venture, whichever is applicable. If any corporation is a signatory under the Principal or Surety heading below, then each such corporation has caused the following: the corporation's name to be set forth below, a duly authorized representative of the corporation to affix below the corporation's seal and to attach hereto a notarized corporate resolution of power of attorney authorizing such action, and each such duly authorized representative to sign below and set forth below his or her title as a representative of the corporation. If any individual acts as a witness to any signature below, then each such individual has signed below and has set forth below his or her title as a witness. All of the above has been done as of the Date of Bond shown above.

In Presence of:

Individual Principal

Witness:

_____ as to

_____ (SEAL)

In Presence of:

Co-Partnership Principal

Witness:

_____ (SEAL)

(Name of Co-Partnership)

By: _____ (SEAL)

_____ as to

_____ (SEAL)

_____ as to

_____ (SEAL)

_____ as to

	Corporate Principal
Attest:	_____
	(Name of Corporation)
	AFFIX
_____	By: _____ CORPORATE
Corporate Secretary	President SEAL

	(Corporate Surety)
Attest:	By: _____ (SEAL)
	Title _____
Signature _____	
Bonding Agent's Name: _____	_____
	(Business Address of Surety)
Agent's Address _____	

Approved as to legal form and sufficiency this
_____ day of _____ 20____

Asst. Attorney General

.28 Performance and Payment Bonds — Multiyear Annual and Renewable.

This regulation is added as a separate pdf form within this chapter.

.28 Performance and Payment Bonds—Multiyear Annual and Renewable.

Optional forms for multiyear contracts exceeding \$100,000 with annual and renewable surety bonds:

A. Performance Bond. The required performance bond shall be in the form specified as follows:

ANNUAL PERFORMANCE BOND – RENEWABLE FOR MULTIYEAR AWARDS

Principal	Business Address of Principal
Surety a corporation of the State of _____ and authorized to do business in the State of Maryland	Obligee STATE OF MARYLAND
Penal Sum of Bond (express in words and figures) _____	Date Bond Executed _____, 20____ Initial Term Fiscal Year Ending June 30, 20____

KNOW ALL BY THESE PRESENTS, That we, the Principal named above and Surety named above, are held and firmly bound unto the Obligee named above in the Penal Sum of this Performance Bond stated above, for the payment of which Penal Sum we bind ourselves, our heirs, executors, administrators, personal representatives, successors, and assigns, jointly and severally, firmly by these presents. However, where Surety is composed of corporations acting as co-sureties, we the co-sureties, bind ourselves, our successors and assigns, in such Penal Sum jointly and severally as well as severally only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each co-surety binds itself, jointly and severally with the Principal, for the payment of such sum as appears above its name below, but if no limit of liability is indicated, the limit of such liability shall be the full amount of the Penal Sum.

WHEREAS, Principal has entered into or will enter into a multiyear contract with the State, by and through the Administration named above acting for the State of Maryland, which contract is described above, and incorporated herein by reference. The contract and all items incorporated into the contract, together with any and all changes, extensions of time, alterations, modifications, or additions to the contract or to the work to be performed thereunder or to the Plans, Specifications, and Special Provisions, or any of them, or to any other items incorporated into the contract shall hereinafter be referred to as the "Contract".

The term of this Bond is for the period beginning on the date the bond is executed and ending on the indicated Initial Term Fiscal Year Ending Date (the "Initial Term"). If requested by the Principal, the Initial Term may be extended, solely at the option of the Surety, for additional one (1) year periods (each a "Renewal Term"), ending on the subsequent Fiscal Year ending date. This Bond shall expire at the end of the Initial Term or, if extended, at the end of the final Renewal Term. Provided that at any time should the surety elect not to extend the bond for a Renewal Term, it must so inform the Obligee in writing prior to ninety (90) days before the expiry of the existing Initial Term or final Renewal Term. If the surety does not so inform the Obligee of its intention not to extend the bond as stated herein, the bond will automatically be deemed extended for an additional Renewal Term.

WHEREAS, it is one of the conditions precedent to the final award of the Contract that these presents be executed.

NOW, THEREFORE, during the initial term of said Contract, any renewal term, and during any extensions thereto that may be granted by the Administration, and during the guarantee and warranty period, if any, required under the Contract, unless otherwise stated therein, this Performance Bond shall remain in full force and effect unless and until the following terms and conditions are met:

1. Principal shall well and truly perform the Contract; and
2. Principal and Surety shall comply with the terms and conditions in this Performance Bond.

Whenever Principal shall be declared by the Administration to be in default under the Contract, the Surety may, within 15 days after notice of default from the Administration, notify the Administration of its election to either promptly proceed to remedy the default or promptly proceed to complete the contract in accordance with and subject to its terms and conditions. In the event the Surety does not elect to exercise either of the above stated options, then the Administration thereupon shall have the remaining contract work completed, Surety to remain liable hereunder for all expenses of completion up to but not exceeding the penal sum stated above.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligation on this Performance Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

This Performance Bond shall be governed by and construed in accordance with the laws of the State of Maryland and any reference herein to Principal or Surety in the singular shall include all entities in the plural who or which are signatories under the Principal or Surety heading below.

IN WITNESS WHEREOF, Principal and Surety have set their hands and seals to this Performance Bond. If any individual is a signatory under the Principal heading below, then each such individual has signed below on his or her own behalf, has set forth below the name of the firm, if any, in whose name he or she is doing business, and has set forth below his or her title as a sole proprietor. If any partnership or joint venture is a signatory under the Principal heading below, then all members of each such partnership or joint venture have signed below, each member has set forth below the name of the partnership or joint venture, and each member has set forth below his or her title as a general partner, limited partner, or member of joint venture, whichever is applicable. If any corporation is a signatory under the Principal or Surety heading below, then each such corporation has caused the following: the corporation's name to be set forth below, a duly authorized representative of the corporation to affix below the corporation's seal and to attach hereto a notarized corporate resolution of power of attorney authorizing such action, and each such duly authorized representative to sign below and set forth below his or her title as a representative of the corporation. If any individual acts as a witness to any signature below, then each such individual has signed below and has set forth below his or her title as a witness. All of the above has been done as of the Date of Bond shown above.

In Presence of:	Individual Principal
Witness:	
_____ as to	_____ (SEAL)

In Presence of:	Co-Partnership Principal
Witness:	
_____	_____ (SEAL)
	(Name of Co-Partnership)
_____ as to	By: _____ (SEAL)
_____ as to	_____ (SEAL)
_____ as to	_____ (SEAL)

	Corporate Principal
Attest:	_____
	(Name of Corporation)
	AFFIX
_____ as to	By: _____ CORPORATE
Corporate Secretary	President SEAL

Attest:	(Corporate Surety)
(SEAL)	By: _____ (SEAL)
Signature	Title _____
Bonding Agent's Name: _____	
Agent's Address _____	(Business Address of Surety)

Approved as to legal form and sufficiency this
_____ day of _____ 20 _____

Asst. Attorney General

B. Payment Bond. The required payment bond shall be in the form specified as follows:

ANNUAL PAYMENT BOND – RENEWABLE FOR MULTIYEAR AWARDS

Principal	Business Address of Principal
Surety	Obligee
a corporation of the State of _____	STATE OF MARYLAND
and authorized to do business in the State of Maryland	
Penal Sum of Bond (express in words and figures)	Date Bond Executed _____, 20____
	Initial Term Fiscal Year Ending
	June 30, 20____

KNOW ALL BY THESE PRESENTS, That we, the Principal named above and Surety named above, being authorized to do business in Maryland, and having business address as shown above, are held and firmly bound unto the Obligee named above, for the use and benefit of claimants as hereinafter defined, in the Penal Sum of this Payment Bond stated above, for the payment of which Penal Sum we bind ourselves, our heirs, executors, administrators, personal representatives, successors, and assigns, jointly and severally, firmly by these co-sureties, bind ourselves, our successors and assigns, in such Penal Sum jointly and severally as well as severally only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each co-surety binds itself, jointly and severally with the Principal, for the payment of such sum as appears above its name below, but if no limit of liability is indicated, the limit of such liability shall be the full amount of the Penal Sum.

WHEREAS, Principal has entered into or will enter into a multiyear contract with the State, by and through the Administration named above acting for the State of Maryland, which contract is described above, and incorporated herein by reference. The contract and all items incorporated into the contract, together with any and all changes, extensions of time, alterations, modifications, or additions to the contract or to the work to be performed thereunder or to the Plans, Specifications, and Special Provisions, or any of them, or to any other items incorporated into the contract shall hereinafter be referred to as the "Contract".

The term of this Bond is for the period beginning on the date the bond is executed and ending on the indicated Initial Term Fiscal Year Ending Date (the "Initial Term"). If requested by the Principal, the Initial Term may be extended, solely at the option of the Surety, for additional one (1) year periods (each a "Renewal Term"), ending on the subsequent Fiscal Year ending date. This Bond shall expire at the end of the Initial Term or, if extended, at the end of the final Renewal Term. Provided that at any time should the surety elect not to extend the bond for a Renewal Term, it must so inform the Obligee in writing prior to ninety (90) days before the expiry of the existing Initial Term or final Renewal Term. If the surety does not so inform the Obligee of its intention not to extend the bond as stated herein, the bond will automatically be deemed extended for an additional Renewal Term.

WHEREAS, it is one of the conditions precedent to the final award of the Contract that these presents be executed.

NOW THEREFORE, the condition of this obligation is such that if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and materials furnished, supplied and reasonably required for use in the performance of the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect, subject to the following conditions:

1. A claimant is defined to be any and all of those persons supplying services or materials (including lessors of equipment to the extent of the fair market value thereof) to the Principal or its subcontractors and subcontractors in the prosecution of the work provided for in the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Obligee that every claimant as herein defined, may sue on this Bond for the use of such claimant and prosecute the suit to final judgment for such sum or sums as may be justly due claimant and have execution thereon. The Obligee shall not be liable for the payment of any costs or expenses of any such suit.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of a Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligation on this Payment Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of a Contract or to the work or to the Specifications.

This Payment Bond shall be governed by and construed in accordance with the laws of the State of Maryland and any reference herein to Principal or Surety in the singular shall include all entities in the plural who or which are signatories under the Principal or Surety heading below.

IN WITNESS WHEREOF, Principal and Surety have set their hands and seals to this Payment Bond. If any individual is a signatory under the Principal heading below, then each such individual has signed below on his or her own behalf, has set forth below the name of the firm, if any, in whose name he or she is doing business, and has set forth below his or her title as a sole proprietor. If any partnership or joint venture is a signatory under the Principal heading below, then all members of each such partnership or joint venture have signed below, each member has set forth below the name of the partnership or joint venture, and

each member has set forth below his or her title as a general partner, limited partner, or member of joint venture, whichever is applicable. If any corporation is a signatory under the Principal or Surety heading below, then each such corporation has caused the following: the corporation's name to be set forth below, a duly authorized representative of the corporation to affix below the corporation's seal and to attach hereto a notarized corporate resolution of power of attorney authorizing such action, and each such duly authorized representative to sign below and set forth below his or her title as a representative of the corporation. If any individual acts as a witness to any signature below, then each such individual has signed below and has set forth below his or her title as a witness. All of the above has been done as of the Date of Bond shown above.

In Presence of: _____ Witness: _____ _____ as to _____	Individual Principal _____ (SEAL)
In Presence of: _____ Witness: _____ _____ as to _____ _____ as to _____ _____ as to _____	Co-Partnership Principal _____ (SEAL) (Name of Co-Partnership) By: _____ (SEAL) _____ (SEAL) _____ (SEAL)
Attest: _____ _____ Corporate Secretary	Corporate Principal _____ (Name of Corporation) AFFIX By: _____ CORPORATE President SEAL
Attest: _____ (SEAL) _____ Signature Bonding Agent's Name: _____ Agent's Address _____	(Corporate Surety) By: _____ (SEAL) Title _____ _____ (Business Address of Surety)

Approved as to legal form and sufficiency this
 _____ day of _____ 20 ____

 Asst. Attorney General

STATE PROCUREMENT REGULATIONS

21.07.01.28

Administrative History

Effective date: July 1, 1981 (8:13 Md. R. II-5)

Regulation .09A amended effective May 6, 1985 (12:9 Md. R. 816)

Chapter revised effective January 9, 1989 (15:27 Md. R. 3138)

Regulation .03 amended effective August 2, 1993 (20:15 Md. R. 1221)

Regulation .05 amended effective October 2, 2000 (27:19 Md. R. 1730); July 9, 2001 (28:13 Md. R. 1216)

Regulation .08 amended effective December 25, 2000 (27:25 Md. R. 2284); January 2, 2017 (43:26 Md. R. 1449)

Regulation .11A amended effective November 22, 1993 (20:23 Md. R. 1086)

Regulation .12A amended effective November 22, 1993 (20:23 Md. R. 1086)

Regulation .14 amended effective May 13, 2013 (40:9 Md. R. 789); July 15, 2019 (46:14 Md. R. 623)

Regulation .18 amended effective January 2, 2017 (43:26 Md. R. 1449)

Regulation .19 amended effective March 11, 2019 (46:5 Md. R. 310)

Regulation .20 amended effective January 26, 1998 (25:2 Md. R. 79); December 25, 2000 (27:25 Md. R. 2284); January 2, 2017 (43:26 Md. R. 1449)

Regulation .25 amended effective October 1, 1990 (17:19 Md. R. 2322); August 2, 1993 (20:15 Md. R. 1221); August 8, 2011 (38:16 Md. R. 946); May 13, 2013 (40:9 Md. R. 789)

Regulation .25C amended effective March 11, 2019 (46:5 Md. R. 310)

Regulation .25D amended effective January 2, 2017 (43:26 Md. R. 1449)

Regulation .26 adopted as an emergency provision effective August 8, 1997 (24:18 Md. R. 1294); emergency status rescinded effective October 16, 1997 (24:23 Md. R. 1608)

Regulation .26 adopted effective March 12, 2007 (34:5 Md. R. 562)

Regulation .26A amended effective January 2, 2017 (43:26 Md. R. 1449)

Regulation .26B amended effective March 5, 2012 (39:4 Md. R. 338)

Regulation .27 adopted effective July 15, 2019 (46:14 Md. R. 623)

Regulation .28 adopted effective July 15, 2019 (46:14 Md. R. 623)

Maryland State Admin Fee: Estimated at 1%, but any fee will be determined at such time Maryland may elect to negotiate any Participating Addendum.

**STATE OF TENNESSEE PARTICIPATING ADDENDUM
TO NASPO RFP AZ-BPM003137
MAILING EQUIPMENT, SUPPLIES, AND MAINTENANCE**

A. SCOPE: This State of Tennessee Participating Addendum (hereinafter "Contract") by and between the State of Tennessee ("hereinafter "State") and **Company(ies)** (hereinafter "Contractor") is for the provision of Mailroom Equipment, Supplies and Maintenance.

A.1. The Contractor shall provide all goods or services and deliverables as required, described, and detailed below and shall meet all service and delivery timelines as specified by this Contract.

B. TERM OF CONTRACT:

The term of this Participating Addendum will be effective upon the final execution date by the Participating State and co-terminus with the Master Agreement term unless otherwise cancelled or terminated as set forth in this Participating Addendum by the Participating State. Lead State amendments to extend the term date shall be incorporated into this Participating Addendum upon approval by the Participating State.

Special note regarding Term of Contract. The NASPO ValuePoint term is a one (1) year contract term ending **DATE**, with four (4) additional one-year options to renew. No new leases will be entered beyond the end of year five (5) (**DATE**) from the resulting contract. The remaining five (5) years of the Edison statewide contract will allow agencies to complete the existing lease terms.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Estimated Liability. The total purchases of any goods or services under the Contract are not known. The State estimates the purchases during the Term shall be four million seven hundred thirty-five thousand five hundred dollars (\$4,735,500.00) ("Estimated Liability"). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.

C.2. Price Changes. Prices listed in awarded published catalog, price lists or price schedule shall remain firm for three hundred sixty-five (365) days ("Firm Price Period").

a. Price Decreases. After the Firm Price Period, prices shall be equitably adjusted to reflect a decrease in Contractor's costs.

b. Price Increases. After the Firm Price Period, Contractor may request price increases. The request shall: include copies of the new price lists or catalog that reflect a change in the Contractor's cost; not constitute an increase in profit; and apply to all of the Contractor's customers.

c. Approval of Price Changes. The State may at its sole option: (1) grant the Contractor's request; (2) cancel the Contract and award it to the next apparent best evaluated Respondent; (3) cancel the Contract and reissue the solicitation; or (4) deny the Contractor's request. If approved, any price changes of less than seven percent (7%) will become effective upon the State's approval in writing. Price changes exceeding seven percent (7%) shall require a Contract amendment. The Contractor shall honor all purchase orders dated prior to the approved price change. Upon request from the State, the Contractor shall furnish the approved catalog, price schedule or price list as applicable to the State at no charge.

C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates for goods or services contained in Contract Appendix # and as authorized by the State in a total

amount as set forth in Section C.1. The Contractor's compensation shall be contingent upon the satisfactory provision of goods or services as set forth in Section A.

- C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel time, travel expenses, meals, or lodging.
- C.5. Invoice Requirements. The Contractor shall invoice the State only for goods delivered and accepted by the State or services satisfactorily provided at the amounts stipulated in Section C.3., above. Contractor shall submit invoices and necessary supporting documentation, no more frequently than once a month, and no later than thirty (30) days after goods or services have been provided to the following address:

State Agency Billing Address

- a. Each invoice, on Contractor's letterhead, shall clearly and accurately detail all of the following information (calculations must be extended and totaled correctly):
- (1) Invoice number (assigned by the Contractor);
 - (2) Invoice date;
 - (3) Contract number (assigned by the State);
 - (4) Customer account name: **State Agency & Division Name;**
 - (5) Customer account number (assigned by the Contractor to the above-referenced Customer);
 - (6) Contractor name;
 - (7) Contractor Tennessee Edison registration ID number;
 - (8) Contractor contact for invoice questions (name, phone, or email);
 - (9) Contractor remittance address;
 - (10) Description of delivered goods or services provided and invoiced, including identifying information as applicable;
 - (11) Number of delivered or completed units, increments, hours, or days as applicable, of each good or service invoiced;
 - (12) Applicable payment methodology (as stipulated in Section C.3.) of each good or service invoiced;
 - (13) Amount due for each compensable unit of good or service; and
 - (14) Total amount due for the invoice period.
- b. Contractor's invoices shall:
- (1) Only include charges for goods delivered or services provided as described in Section A and in accordance with payment terms and conditions set forth in Section C;
 - (2) Only be submitted for goods delivered or services completed and shall not include any charge for future goods to be delivered or services to be performed;
 - (3) Not include Contractor's taxes, which includes without limitation Contractor's sales and use tax, excise taxes, franchise taxes, real or personal property taxes, or income taxes; and
 - (4) Include shipping or delivery charges only as authorized in this Contract.
- c. The timeframe for payment (or any discounts) begins only when the State is in receipt of an invoice that meets the minimum requirements of this Section C.5.
- C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or other matter. A payment by the State shall not be construed as acceptance of goods delivered, any part of the services provided, or as approval of any amount invoiced.
- C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment that is determined by the State, on the basis of audits conducted in

accordance with the terms of this Contract, to not constitute proper compensation for goods delivered or services provided.

- C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee, any amounts that are or shall become due and payable to the State of Tennessee by the Contractor.
- C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following, properly completed documentation.
- a. The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and
 - b. The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.

D. MANDATORY TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract until it is duly approved by the Parties and all appropriate State officials in accordance with applicable Tennessee laws and regulations. Depending upon the specifics of this Contract, this may include approvals by the Commissioner of Finance and Administration, the Commissioner of Human Resources, the Comptroller of the Treasury, and the Chief Procurement Officer. Approvals shall be evidenced by a signature or electronic approval.
- D.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective Party at the appropriate mailing address, facsimile number, or email address as stated below or any other address provided in writing by a Party.

The State:

Mr. Erik Busby, Category Specialist
Central Procurement Office
Tennessee Tower, 3rd Floor
312 Rosa L. Parks Avenue
Nashville, TN 37243
Erik.Busby@tn.gov
Telephone # 615-253-8900
FAX # 615-741-0684

The Contractor:

Contractor Contact Name & Title
Contractor Name
Address
Email Address
Telephone # Number
FAX # Number

All instructions, notices, consents, demands, or other communications shall be considered effective upon receipt or recipient confirmation as may be required.

- D.3. Modification and Amendment. This Contract may be modified only by a written amendment signed by all Parties and approved by all applicable State officials.
- D.4. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Contract upon written notice to the Contractor. The State's exercise of its right to terminate this Contract shall not constitute a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. If the State terminates this Contract due to lack of funds availability, the Contractor shall be entitled to compensation for all conforming goods requested and accepted by the State and for all satisfactory and authorized services completed as of the termination date. Should the State exercise its right to terminate this Contract due to unavailability of funds, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages of any description or amount.
- D.5. Termination for Convenience. The State may terminate this Contract for convenience without cause and for any reason. The State shall give the Contractor at least sixty (60) days written notice before the termination date. The Contractor shall be entitled to compensation for all conforming goods delivered and accepted by the State or for satisfactory, authorized services completed as of the termination date. In no event shall the State be liable to the Contractor for compensation for any goods neither requested nor accepted by the State or for any services neither requested by the State nor satisfactorily performed by the Contractor. In no event shall the State's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State for any damages or claims arising under this Contract.
- D.6. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor materially violates any terms of this Contract ("Breach Condition"), the State shall have the right to immediately terminate the Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Contract.
- D.7. Assignment and Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the goods or services provided under this Contract without the prior written approval of the State. Notwithstanding any use of the approved subcontractors, the Contractor shall be the prime contractor and responsible for compliance with all terms and conditions of this Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving an assignment of this Contract in whole or in part or the use of subcontractors in fulfilling the Contractor's obligations under this Contract.
- D.8. Conflicts of Interest. The Contractor warrants that no part of the Contractor's compensation shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed under this Contract.
- The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if the Contractor is, or within the past six (6) months has been, an employee of the State of Tennessee or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six (6) months has been, an employee of the State of Tennessee.
- D.9. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any

other classification protected by federal or state law. The Contractor shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.10. Equal Opportunity. The Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - (1) Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising;
 - (2) Layoff or termination;
 - (3) Rates of pay or other forms of compensation; and
 - (4) Selection for training, including apprenticeship.

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. If the State approves any subcontract, the subcontract shall include paragraphs (a) and (b) above.
- d. In addition, to the extent applicable the Contractor agrees to comply with 41 C.F. R. § 60-1.4, as that section is amended from time to time during the term.

D.11. Prohibition of Illegal Immigrants. The requirements of Tenn. Code Ann. § 12-3-309 addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.

- a. The Contractor agrees that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment 1, semi-annually during the Term. If the Contractor is a party to more than one contract with the State, the Contractor may submit one attestation that applies to all contracts with the State. All Contractor attestations shall be maintained by the Contractor and made available to State officials upon request.
- b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the Term, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work under this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Contract. Attestations obtained from subcontractors shall be maintained by the Contractor and made available to State officials upon request.
- c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Contractor's records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.

- d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.
 - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not: (i) a United States citizen; (ii) a Lawful Permanent Resident; (iii) a person whose physical presence in the United States is authorized; (iv) allowed by the federal Department of Homeland Security and who, under federal immigration laws or regulations, is authorized to be employed in the U.S.; or (v) is otherwise authorized to provide services under the Contract.
- D.12. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, for work performed or money received under this Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.13. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.14. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.15. Strict Performance. Failure by any Party to this Contract to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the Parties.
- D.16. Independent Contractor. The Parties shall not act as employees, partners, joint venturers, or associates of one another. The Parties are independent contracting entities. Nothing in this Contract shall be construed to create an employer/employee relationship or to allow either Party to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one Party are not employees or agents of the other Party.
- D.17. Patient Protection and Affordable Care Act. The Contractor agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. The Contractor shall indemnify the State and hold it harmless from any costs to the State arising from Contractor's failure to fulfill its PPACA responsibilities for itself or its employees.
- D.18. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Contract. In no event will the State be liable to the Contractor or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Contract or otherwise. Notwithstanding anything else herein, the State's total liability under this Contract (including without limitation any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Estimated Liability. This limitation of liability is cumulative and not per incident.

D.19. Limitation of Contractor's Liability. In accordance with Tenn. Code Ann. § 12-3-701, the Contractor's liability for all claims arising under this Contract shall be limited to an amount equal to two (2) times the Estimated Liability amount detailed in Section C.1. and as may be amended, PROVIDED THAT in no event shall this Section limit the liability of the Contractor for: (i) intellectual property or any Contractor indemnity obligations for infringement for third-party intellectual property rights; (ii) any claims covered by any specific provision in the Contract providing for liquidated damages; or (iii) any claims for intentional torts, criminal acts, fraudulent conduct, or acts or omissions that result in personal injuries or death.

D.20. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys' fees, court costs, expert witness fees, and other litigation expenses for the State to enforce the terms of this Contract.

In the event of any suit or claim, the Parties shall give each other immediate notice and provide all necessary assistance to respond. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

D.21. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Contract.

- a. Contractor warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Contract.
- b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules.
- c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.
- d. The Contractor will indemnify the State and hold it harmless for any violation by the Contractor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.

D.22. Tennessee Consolidated Retirement System. Subject to statutory exceptions contained in Tenn. Code Ann. §§ 8-36-801, *et seq.*, the law governing the Tennessee Consolidated Retirement System ("TCRS"), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established under Tenn. Code Ann. §§ 8-35-101, *et seq.*, accepts State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this

Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of “employee/employer” and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the Term.

- D.23. Tennessee Department of Revenue Registration. The Contractor shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Contract.
- D.24. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded, disqualified, or presently fall under any of the prohibitions of sections a-d.

- D.25. Force Majeure. “Force Majeure Event” means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a default under this Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Contractor’s representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event under this Contract. Contractor will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Contractor’s performance longer than forty-eight (48) hours, the State may, upon notice to Contractor: (a) cease payment of the fees for the affected obligations until Contractor resumes performance of the affected obligations; or (b) immediately terminate this Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Contractor will

not increase its charges under this Contract or charge the State any fees other than those provided for in this Contract as the result of a Force Majeure Event.

- D.26. State and Federal Compliance. The Contractor shall comply with all State and federal laws and regulations applicable to Contractor in the Contractor's performance of this Contract.
- D.27. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Contract. The Contractor acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Contract shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 - 408.
- D.28. Entire Agreement. This Contract is complete and contains the entire understanding between the Parties relating to its subject matter, including all the terms and conditions of the Parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the Parties, whether written or oral.
- D.29. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Contract shall not be affected and shall remain in full force and effect. The terms and conditions of this Contract are severable.
- D.30. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- D.31. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below:
- a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;
 - b. this Contract with any attachments or exhibits (excluding the items listed at subsections c. through f., below), which includes [identify attachments and exhibits];
 - c. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
 - d. the NASPO solicitation, as may be amended, requesting responses in competition for this Contract;
 - e. any technical specifications provided to proposers during the procurement process to award this Contract; and
 - f. the Contractor's response seeking this Contract.
- D.32. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Contract. The Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.33. Insurance. Contractor shall maintain insurance coverage as specified in this Section. The State reserves the right to amend or require additional insurance coverage, coverage amounts, and endorsements required under this Contract. Contractor's failure to maintain or submit evidence of insurance coverage, as required, is a material breach of this Contract. If Contractor loses insurance coverage, fails to renew coverage, or for any reason becomes uninsured during the Term, Contractor shall immediately notify the State. All insurance companies providing coverage must be: (a) acceptable to the State; (b) authorized by the Tennessee Department of Commerce and Insurance ("TDCI"); and (c) rated A- / VII or better by A.M. Best. All coverage must be on a primary basis and noncontributory with any other insurance or self-insurance carried by the State. Contractor agrees to name the State as an additional insured on any insurance policy with the exception of workers' compensation (employer liability) and professional liability (errors and

omissions) insurance. All policies must contain an endorsement for a waiver of subrogation in favor of the State. Any deductible or self insured retention ("SIR") over fifty thousand dollars (\$50,000) must be approved by the State. The deductible or SIR and any premiums are the Contractor's sole responsibility. The Contractor agrees that the insurance requirements specified in this Section do not reduce any liability the Contractor has assumed under this Contract including any indemnification or hold harmless requirements.

To achieve the required coverage amounts, a combination of an otherwise deficient specific policy and an umbrella policy with an aggregate meeting or exceeding the required coverage amounts is acceptable. For example: If the required policy limit under this Contract is for two million dollars (\$2,000,000) in coverage, acceptable coverage would include a specific policy covering one million dollars (\$1,000,000) combined with an umbrella policy for an additional one million dollars (\$1,000,000). If the deficient underlying policy is for a coverage area without aggregate limits (generally Automobile Liability and Employers' Liability Accident), Contractor shall provide a copy of the umbrella insurance policy documents to ensure that no aggregate limit applies to the umbrella policy for that coverage area. In the event that an umbrella policy is being provided to achieve any required coverage amounts, the umbrella policy shall be accompanied by an endorsement at least as broad as the Insurance Services Office, Inc. (also known as "ISO") "Noncontributory—Other Insurance Condition" endorsement or shall be written on a policy form that addresses both the primary and noncontributory basis of the umbrella policy if the State is otherwise named as an additional insured.

Contractor shall provide the State a certificate of insurance ("COI") evidencing the coverages and amounts specified in this Section. The COI must be on a form approved by the TDCI (standard ACORD form preferred). The COI must list each insurer's National Association of Insurance Commissioners (NAIC) number and be signed by an authorized representative of the insurer. The COI must list the State of Tennessee – CPO Risk Manager, 312 Rosa L. Parks Ave., 3rd floor Central Procurement Office, Nashville, TN 37243 as the certificate holder. Contractor shall provide the COI ten (10) business days prior to the Effective Date and again thirty (30) calendar days before renewal or replacement of coverage. Contractor shall provide the State evidence that all subcontractors maintain the required insurance or that subcontractors are included under the Contractor's policy. At any time, the State may require Contractor to provide a valid COI. The Parties agree that failure to provide evidence of insurance coverage as required is a material breach of this Contract. If Contractor self-insures, then a COI will not be required to prove coverage. Instead Contractor shall provide a certificate of self-insurance or a letter, on Contractor's letterhead, detailing its coverage, policy amounts, and proof of funds to reasonably cover such expenses. The State reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

The State agrees that it shall give written notice to the Contractor as soon as practicable after the State becomes aware of any claim asserted or made against the State, but in no event later than thirty (30) calendar days after the State becomes aware of such claim. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor or its insurer, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

The insurance obligations under this Contract shall be: (1)—all the insurance coverage and policy limits carried by the Contractor; or (2)—the minimum insurance coverage requirements and policy limits shown in this Contract; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and minimum required policy limits, which are applicable to a given loss, shall be available to the State. No representation is made that the minimum insurance requirements of the Contract are sufficient to cover the obligations of the Contractor arising under this Contract. The Contractor shall obtain and maintain, at a minimum, the following insurance coverages and policy limits.

- a. Commercial General Liability ("CGL") Insurance

- 1) The Contractor shall maintain CGL, which shall be written on an ISO Form CG 00 01 occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from property damage, premises and operations products and completed operations, bodily injury, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

The Contractor shall maintain single limits not less than one million dollars (\$1,000,000) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this policy or location of occurrence or the general aggregate limit shall be twice the required occurrence limit.

b. Workers' Compensation and Employer Liability Insurance

- 1) For Contractors statutorily required to carry workers' compensation and employer liability insurance, the Contractor shall maintain:
 - i. Workers' compensation in an amount not less than one million dollars (\$1,000,000) including employer liability of one million dollars (\$1,000,000) per accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit by disease, and one million dollars (\$1,000,000) per employee for bodily injury by disease.
- 2) If the Contractor certifies that it is exempt from the requirements of Tenn. Code Ann. §§ 50-6-101 – 103, then the Contractor shall furnish written proof of such exemption for one or more of the following reasons:
 - i. The Contractor employs fewer than five (5) employees;
 - ii. The Contractor is a sole proprietor;
 - iii. The Contractor is in the construction business or trades with no employees;
 - iv. The Contractor is in the coal mining industry with no employees;
 - v. The Contractor is a state or local government; or
 - vi. The Contractor self-insures its workers' compensation and is in compliance with the TDCI rules and Tenn. Code Ann. § 50-6-405.

c. Automobile Liability Insurance

- 1) The Contractor shall maintain automobile liability insurance which shall cover liability arising out of any automobile (including owned, leased, hired, and non-owned automobiles).
- 2) The Contractor shall maintain bodily injury/property damage with a limit not less than one million dollars (\$1,000,000) per occurrence or combined single limit.

d. Technology Professional Liability (Errors & Omissions)/Cyber Liability Insurance

- 1) The Contractor shall maintain technology professional liability (errors & omissions)/cyber liability insurance appropriate to the Contractor's profession in an amount not less than ten million dollars (\$10,000,000) per occurrence or claim and ten million dollars (\$10,000,000) annual aggregate, covering all acts, claims,

errors, omissions, negligence, infringement of intellectual property (including copyright, patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, information theft, damage to destruction of or alteration of electronic information, breach of privacy perils, wrongful disclosure and release of private information, collection, or other negligence in the handling of confidential information, and including coverage for related regulatory fines, defenses, and penalties.

- 2) Such coverage shall include data breach response expenses, in an amount not less than ten million dollars (\$10,000,000) and payable whether incurred by the State or Contractor, including but not limited to consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services and expenses in the performance of services for the State or on behalf of the State hereunder.

e. Crime Insurance

- 1) The Contractor shall maintain crime insurance, which shall be written on a "loss sustained form" or "loss discovered form" providing coverage for third party fidelity, including cyber theft and extortion. The policy must allow for reporting of circumstances or incidents that may give rise to future claims, include an extended reporting period of no less than two (2) years with respect to events which occurred but were not reported during the term of the policy, and not contain a condition requiring an arrest or conviction.
- 2) Any crime insurance policy shall have a limit not less than one million dollars (\$1,000,000) per claim and one million dollars (\$1,000,000) in the aggregate. Any crime insurance policy shall contain a Social Engineering Fraud Endorsement with a limit of not less than two hundred and fifty thousand dollars (\$250,000). This insurance may be written on a claims-made basis, but in the event that coverage is cancelled or non-renewed, the Contractor shall purchase an extended reporting or "tail coverage" of at least two (2) years after the Term.

- D.34. Major Procurement Contract Sales and Use Tax. Pursuant to Tenn. Code Ann. § 4-39-102 and to the extent applicable, the Contractor and the Contractor's subcontractors shall remit sales and use taxes on the sales of goods or services that are made by the Contractor or the Contractor's subcontractors and that are subject to tax.
- D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Contractor to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Contractor shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, the special terms and conditions shall be subordinate to the Contract's other terms and conditions.

- E.2. Statewide Contract. This Contract establishes a source or sources of supply for all Tennessee State Agencies. "Tennessee State Agency" refers to the various departments, institutions, boards, commissions, and agencies of the executive branch of government of the State of Tennessee with exceptions as addressed in Tenn. Comp. R. & Regs. 0690-03-01-.01. The Contractor shall provide all goods or services and deliverables as required by this Contract to all Tennessee State Agencies. The Contractor shall make this Contract available to the following entities, who are authorized to and who may purchase off of this Statewide Contract ("Authorized Users"):
- a. all Tennessee State governmental entities (this includes the legislative branch; judicial branch; and, commissions and boards of the State outside of the executive branch of government);
 - b. Tennessee local governmental agencies;
 - c. members of the University of Tennessee or Tennessee Board of Regents systems;
 - d. any private nonprofit institution of higher education chartered in Tennessee; and,
 - e. any corporation which is exempted from taxation under 26 U.S.C. Section 501(c) (3), as amended, and which contracts with the Department of Mental Health and Substance Abuse to provide services to the public (Tenn. Code Ann. § 33-2-1001).

These Authorized Users may utilize this Contract by purchasing directly from the Contractor according to their own procurement policies and procedures. The State is not responsible or liable for the transactions between the Contractor and Authorized Users.

- E.3. Statewide Contract Reports. All reports shall be submitted electronically in Microsoft Excel format. Reports shall include the ability to sort or summarize data in accordance with the Contract Administrator's specifications. All reports shall be provided at no additional cost to the State.

- a. Quarterly Reports: Contractor(s) will submit quarterly reports to the Contract Administrator no later than thirty (30) days after the end of the State's quarter (e.g. a fiscal year quarter 2 report for October - December is due no later than January 30th). At the Contract Administrator's sole discretion, the State may extend the time allowed to complete quarterly reports. Quarterly reports shall provide statistical data on all purchases under this Contract by Tennessee State Agencies and Authorized Users. At minimum, the quarterly report's statistical data shall be detailed and broken down by line item to include:

1. Edison contract number
2. Contract line item number
3. Invoice date
4. Invoice number
5. Supplier part number
6. Item or bundle description
7. Quantity purchased
8. Unit of measure
9. Unit of measure description
10. Name of State Agency or Authorized User
11. Identity of purchaser: State entity or non-State entity
12. State Agency location
13. Unit/Contract price per line item
14. List price as listed in supplier's catalog if catalog item
15. Subtotals for each category above
16. Grand totals for each category above

- b. Custom Reports: When requested by the State, the Contractor shall submit custom reports to the Contract Administrator within thirty (30) days of the request.

- E.4. State of Tennessee Administrative Fee. A one percent (1%) administrative fee will be included in the cost of all goods and/or services purchased under this Contract. This one percent (1%) administrative fee will be rebated back to the State of Tennessee based on quarterly contract

usage of all Authorized Users. The administrative fee is due to the State no later than sixty (60) days after the end of the specified reporting period, as detailed below:

Calendar Quarter 1 (Jan 1-Mar 31)
Calendar Quarter 2 (Apr 1-June 30)
Calendar Quarter 3 (July 1-Sep 30)
Calendar Quarter 4 (Oct 1-Dec 31)

Contractor shall submit payments to:
Ron Plumb, Director of Financial Management
Department of General Services
22nd Floor, William R Snodgrass, Tennessee Tower
312 Rosa L. Parks Avenue
Nashville, TN 37243

Contract usage reports shall be submitted to:
Contract Administrator
Department of General Services
3rd Floor, William R. Snodgrass, Tennessee Tower
312 Rosa L. Parks Avenue
Nashville, TN 37243
Email: CPO.SWC@tn.gov

- E.5. Intellectual Property Indemnity. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State concerning or arising out of any claim of an alleged patent, copyright, trade secret or other intellectual property infringement. In any such claim or action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any settlement or final judgment, and the Contractor shall be responsible for all legal or other fees or expenses incurred by the State arising from any such claim. The State shall give the Contractor notice of any such claim or suit, however, the failure of the State to give such notice shall only relieve Contractor of its obligations under this Section to the extent Contractor can demonstrate actual prejudice arising from the State's failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State of Tennessee in any legal matter, as provided in Tenn. Code Ann. § 8-6-106.
- E.6. Software License Warranty. Contractor grants a license to the State to use all software provided under this Contract in the course of the State's business and purposes.
- E.7. Software Support and Maintenance Warranty. Contractor shall provide to the State all software upgrades, modifications, bug fixes, or other improvements in its software that it makes generally available to its customers.
- E.8. Extraneous Terms and Conditions. Contractor shall fill all orders submitted by the State under this Contract. No purchase order, invoice, or other documents associated with any sales, orders, or supply of any good or service under this Contract shall contain any terms or conditions other than as set forth in the Contract. Any such extraneous terms and conditions shall be void, invalid and unenforceable against the State. Any refusal by Contractor to supply any goods or services under this Contract conditioned upon the State submitting to any extraneous terms and conditions shall be a material breach of the Contract and constitute an act of bad faith by Contractor.
- E.9. Prison Rape Elimination Act (PREA). The Contractor must comply with the Prison Rape Elimination Act (PREA) of 2003 (Federal law 42 U.S.C. 15601 et. seq.), with all applicable Federal PREA standards, and with all State policies and standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within facilities/programs/offices owned, operated, or contracted.

E.10. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

E.11. Contractor Commitment to Diversity. The Contractor shall comply with and make reasonable business efforts to exceed the commitment to diversity represented by the Contractor's Response to this Participating Addendum (Attachment 2) and resulting in this Contract.

The Contractor shall assist the State in monitoring the Contractor's performance of this commitment by providing, as requested, a monthly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, service-disabled veterans, and persons with disabilities. Such reports shall be provided to the State of Tennessee Governor's Office of Diversity Business Enterprise in the TN Diversity Software available online at:

<https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9810>.

E.12. Partial Takeover of Contract. The State may, at its convenience and without cause, exercise a partial takeover of any service that the Contractor is obligated to perform under this Contract, including any service which is the subject of a subcontract between Contractor and a third party (a "Partial Takeover"). A Partial Takeover of this Contract by the State shall not be deemed a breach of contract. The Contractor shall be given at least thirty (30) days prior written notice of a Partial Takeover. The notice shall specify the areas of service the State will assume and the date the State will be assuming. The State's exercise of a Partial Takeover shall not alter the Contractor's other duties and responsibilities under this Contract. The State reserves the right to withhold from the Contractor any amounts the Contractor would have been paid but for the State's exercise of a Partial Takeover. The amounts shall be withheld effective as of the date the State exercises its right to a Partial Takeover. The State's exercise of its right to a Partial Takeover of this Contract shall not entitle the Contractor to any actual, general, special, incidental, consequential, or any other damages irrespective of any description or amount.

E.13. Unencumbered Personnel. The Contractor shall not restrict its employees, agents, subcontractors or principals who perform services for the State under this Contract from performing the same or similar services for the State after the termination of this Contract, either

as a State employee, an independent contractor, or an employee, agent, subcontractor or principal of another contractor with the State.

- E.14. Personally Identifiable Information. While performing its obligations under this Contract, Contractor may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Contractor agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Contractor shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Contractor and in accordance with this Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Contractor shall immediately notify State: (1) of any disclosure or use of any PII by Contractor or any of its employees, agents and representatives in breach of this Contract; and (2) of any disclosure of any PII to Contractor or its employees, agents and representatives where the purpose of such disclosure is not known to Contractor or its employees, agents and representatives. The State reserves the right to review Contractor's policies and procedures used to maintain the security and confidentiality of PII and Contractor shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Contractor is in full compliance with its obligations under this Contract in relation to PII. Upon termination or expiration of the Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Contractor shall immediately return to the State any and all PII which it has received under this Contract and shall destroy all records of such PII.

The Contractor shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Contractor ("Unauthorized Disclosure") that come to the Contractor's attention. Any such report shall be made by the Contractor within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Contractor. Contractor shall take all necessary measures to halt any further Unauthorized Disclosures. The Contractor, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Contractor shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Contract.

- E.15. Federal Funding Accountability and Transparency Act (FFATA). This Contract requires the Contractor to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Contractor is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Contractor provides information to the State as required.

The Contractor shall comply with the following:

- a. Reporting of Total Compensation of the Contractor's Executives.
 - (1) The Contractor shall report the names and total compensation of each of its five most highly compensated executives for the Contractor's preceding completed fiscal year, if in the Contractor's preceding fiscal year it received:

- i. 80 percent or more of the Contractor's annual gross revenues from federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
- ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and subawards); and
- iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Securities and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 C.F.R. § 229.402(c)(2)):

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

- b. The Contractor must report executive total compensation described above to the State by the end of the month during which this Contract is awarded.
- c. If this Contract is amended to extend the Term, the Contractor must submit an executive total compensation report to the State by the end of the month in which the term extension becomes effective.
- d. The Contractor will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Contract. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>

The Contractor's failure to comply with the above requirements is a material breach of this Contract for which the State may terminate this Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Contractor unless and until the Contractor is in full compliance with the above requirements.

- E.16. Clean Air Act and Federal Water Pollution Control Act. If applicable, and as a condition for receipt of federal awards, the Contractor agrees to comply with the Clean Air Act, 42 U.S.C. § 7401 et

seq. and the Federal Water Pollution Control Act, 33 U.S.C § 1251 *et seq.*, as those sections are amended from time to time during the term. Violations must be reported to FEMA and the Region 4 Office of the Environmental Protection Agency.

- E.17. Drug-Free Workplace. The Contractor shall provide a drug-free workplace pursuant to the Drug-Free Workplace Act of 1988, Title 41 U.S.C. §§ 701, *et seq.*, and the regulations in Title 41 U.S.C.A. §§ 8101 through 8106.
- E.18. Procurement of Recovered Materials. If applicable:
- a) In the Performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired competitively within a timeframe providing for compliance with the contract performance schedule; meeting contract performance requirements; or at a reasonable price.
 - b) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive.
 - c) Procurement Guidelines website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
 - d) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.
- E.19. Access to Records. If FEMA funds are used in whole or in part:
- a) The Contractor agrees to provide the State, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for purposes of making audits, examinations, excerpts, and transcriptions.
 - b) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - c) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
 - d) In Compliance with the Disaster Recovery Act of 2018, the State and the Contractor acknowledge and agree that no language in this contract is intended to prohibit the audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.
- E.20. Use of DHS Logo. The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- E.21. Compliance with Federal Law, Regulations, and Executive Orders. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.
- E.22. Compliance with The False Claims Act. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.
- E.23. No Obligation by Federal Government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the Contract.
- E.24. Equal Employment Opportunity. During the performance of this Contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- d. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the Contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

E.25. Contractor Hosted Services Confidential Data, Audit, and Other Requirements.

- a. "Confidential State Data" is defined as data deemed confidential by State or Federal statute or regulation. The Contractor shall protect Confidential State Data as follows:
 - (1) The Contractor shall ensure that all Confidential State Data is housed in the continental United States, inclusive of backup data.
 - (2) The Contractor shall encrypt Confidential State Data at rest and in transit using the current version of Federal Information Processing Standard ("FIPS") 140-2 validated encryption technologies.
 - (3) The Contractor and the Contractor's processing environment containing Confidential State Data shall either (1) be in accordance with at least one of the following security standards: (i) International Standards Organization ("ISO") 27001; (ii) Federal Risk and Authorization Management Program ("FedRAMP"); or (2) be subject to an annual engagement by a CPA firm in accordance with the standards of the American Institute of Certified Public Accountants ("AICPA") for a System and Organization Controls for service organizations ("SOC") Type II audit. The State shall approve the SOC audit control objectives. The Contractor shall provide proof of current ISO certification or FedRAMP authorization for the Contractor and Subcontractor(s), or provide the State with the Contractor's and Subcontractor's annual SOC Type II audit report within 30 days from when the CPA firm provides the audit report to the

Contractor or Subcontractor. The Contractor shall submit corrective action plans to the State for any issues included in the audit report within 30 days after the CPA firm provides the audit report to the Contractor or Subcontractor.

If the scope of the most recent SOC audit report does not include all of the current State fiscal year, upon request from the State, the Contractor must provide to the State a letter from the Contractor or Subcontractor stating whether the Contractor or Subcontractor made any material changes to their control environment since the prior audit and, if so, whether the changes, in the opinion of the Contractor or Subcontractor, would negatively affect the auditor's opinion in the most recent audit report.

No additional funding shall be allocated for these certifications, authorizations, or audits as these are included in the Maximum Liability of this Contract.

- (4) The Contractor must annually perform Penetration Tests and Vulnerability Assessments against its Processing Environment. "Processing Environment" shall mean the combination of software and hardware on which the Application runs. "Application" shall mean the computer code that supports and accomplishes the State's requirements as set forth in this Contract. "Penetration Tests" shall be in the form of attacks on the Contractor's computer system, with the purpose of discovering security weaknesses which have the potential to gain access to the Processing Environment's features and data. The "Vulnerability Assessment" shall be designed and executed to define, identify, and classify the security holes (vulnerabilities) in the Processing Environment. The Contractor shall allow the State, at its option, to perform Penetration Tests and Vulnerability Assessments on the Processing Environment.
- (5) Contractor shall be certified to host Payment Card Industry ("PCI") data in accordance with the current version of PCI DSS ("Data Security Standard"), maintained by the PCI Security Standards Council.
- (6) Upon termination of this Contract and in consultation with the State, the Contractor shall destroy all Confidential State Data it holds (including any copies such as backups) in accordance with the current version of National Institute of Standards and Technology ("NIST") Special Publication 800-88. The Contractor shall provide a written confirmation of destruction to the State within ten (10) business days after destruction.

b. Minimum Requirements

- (1) The Contractor and all data centers used by the Contractor to host State data, including those of all Subcontractors, must comply with the State's Enterprise Information Security Policies as amended periodically. The State's Enterprise Information Security Policies document is found at the following URL: <https://www.tn.gov/finance/strategic-technology-solutions/strategic-technology-solutions/sts-security-policies.html>.
- (2) The Contractor agrees to maintain the Application so that it will run on a current, manufacturer-supported Operating System. "Operating System" shall mean the software that supports a computer's basic functions, such as scheduling tasks, executing applications, and controlling peripherals.
- (3) If the Application requires middleware or database software, Contractor shall maintain middleware and database software versions that are at all times fully compatible with current versions of the Operating System and Application to ensure that security vulnerabilities are not introduced.

c. Comptroller Audit Requirements

Upon reasonable notice and at any reasonable time, the Contractor and Subcontractor(s) agree to allow the State, the Comptroller of the Treasury, or their duly appointed representatives to perform information technology control audits of the Contractor and all Subcontractors used by the Contractor. Contractor will maintain and cause its Subcontractors to maintain a complete audit trail of all transactions and activities in connection with this Contract. Contractor will provide to the State, the Comptroller of the Treasury, or their duly appointed representatives access to Contractor and Subcontractor(s) personnel for the purpose of performing the information technology control audit.

The information technology control audit may include a review of general controls and application controls. General controls are the policies and procedures that apply to all or a large segment of the Contractor's or Subcontractor's information systems and applications and include controls over security management, access controls, configuration management, segregation of duties, and contingency planning. Application controls are directly related to the application and help ensure that transactions are complete, accurate, valid, confidential, and available. The audit shall include the Contractor's and Subcontractor's compliance with the State's Enterprise Information Security Policies and all applicable requirements, laws, regulations or policies.

The audit may include interviews with technical and management personnel, physical inspection of controls, and review of paper or electronic documentation.

For any audit issues identified, the Contractor and Subcontractor(s) shall provide a corrective action plan to the State within 30 days from the Contractor or Subcontractor receiving the audit report.

Each party shall bear its own expenses incurred while conducting the information technology controls audit.

- d. Business Continuity Requirements. The Contractor shall maintain set(s) of documents, instructions, and procedures which enable the Contractor to respond to accidents, disasters, emergencies, or threats without any stoppage or hindrance in its key operations ("Business Continuity Requirements"). Business Continuity Requirements shall include:
- (1) "Disaster Recovery Capabilities" refer to the actions the Contractor takes to meet the Recovery Point and Recovery Time Objectives defined below. Disaster Recovery Capabilities shall meet the following objectives:
 - i. Recovery Point Objective ("RPO"). The RPO is defined as the maximum targeted period in which data might be lost from an IT service due to a major incident: **[number of hours/minutes]**
 - ii. Recovery Time Objective ("RTO"). The RTO is defined as the targeted duration of time and a service level within which a business process must be restored after a disaster (or disruption) in order to avoid unacceptable consequences associated with a break in business continuity: **[number of hours/minutes]**
 - (2) The Contractor and any Subcontractor(s) shall perform at least one Disaster Recovery Test every three hundred sixty-five (365) days. A "Disaster Recovery Test" shall mean the process of verifying the success of the restoration procedures that are executed after a critical IT failure or disruption occurs. The Disaster Recovery Test shall use actual State Data Sets that mirror production

data, and success shall be defined as the Contractor verifying that the Contractor can meet the State's RPO and RTO requirements. A "Data Set" is defined as a collection of related sets of information that is composed of separate elements but can be manipulated as a unit by a computer. The Contractor shall provide written confirmation to the State after each Disaster Recovery Test that its Disaster Recovery Capabilities meet the RPO and RTO requirements.

- E.26. Printing Authorization. The Contractor agrees that no publication coming within the jurisdiction of Tenn. Code Ann. §§ 12-7-101, *et. seq.*, shall be printed pursuant to this Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103 (d).
- E.27. Survival. The terms, provisions, representations, and warranties contained in this Contract which by their sense and context are intended to survive the performance and termination of this Contract, shall so survive the completion of performance and termination of this Contract.
- E.28. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. If applicable and as required by 2 CFR 200.216, Contractor is prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. As described in Public Law 115-232, Section 889, "covered telecommunications equipment" is as follows:
- a. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - b. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - c. Telecommunications or video surveillance services provided by such entities or using such equipment.

Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country

IN WITNESS WHEREOF,

CONTRACTOR LEGAL ENTITY NAME:

CONTRACTOR SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

STATE OF TENNESSEE, CENTRAL PROCUREMENT OFFICE:

MICHAEL F. PERRY, CHIEF PROCUREMENT OFFICER

DATE

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

If the attestation applies to more than one contract, modify this row accordingly. SUBJECT CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	
EDISON VENDOR IDENTIFICATION NUMBER:	

If the attestation applies to more than one contract, modify the following paragraph accordingly.

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. Attach evidence documenting the individual's authority to contractually bind the Contractor, unless the signatory is the Contractor's chief executive or president.

PRINTED NAME AND TITLE OF SIGNATORY

DATE OF ATTESTATION

GOVERNOR'S OFFICE OF DIVERSITY BUSINESS ENTERPRISE

Efforts to Achieve Diversity Business Participation

The Governor's Office of Diversity Business Enterprise ("Go-DBE") is the State's central point of contact to attract and assist minority-owned, woman-owned, service-disabled veteran-owned, disabled-owned, and small business enterprises interested in competing in the State of Tennessee's procurement and contracting activities. These diversity business enterprises are defined as follows:

Minority Business Enterprise (MBE) and Woman Business Enterprise (WBE)

Businesses that are a continuing, independent, for-profit business which performs a commercially useful function, and is at least fifty-one percent (51%) owned and controlled by one (1) or more individuals in the minority or woman category who were impeded from normal entry into the economic mainstream because of past practices of discrimination based on race, ethnic background, or gender.

Service-Disabled Veteran Business Enterprise (SDVBE)

"Service-disabled veteran-owned business" means a service-disabled veteran-owned business located in the State of Tennessee that satisfies the criteria in Tenn. Code. Ann. § 12-3-1102(8).

"Service-disabled veteran" means any person who served honorably in active duty in the armed forces of the United States with at least a twenty percent (20%) disability that is service-connected, i.e., the disability was incurred or aggravated in the line of duty in the active military, naval or air service.

Small Business Enterprise (SBE)

"Small business" means a business that is a continuing, independent, for profit business which performs a commercially useful function with residence in Tennessee and has total gross receipts of no more than ten million dollars (\$10,000,000) averaged over a three-year period or employs no more than ninety-nine (99) persons on a full-time basis.

"Disabled Business Enterprise (DSBE)

"Disabled Business Enterprise" means a business owned by a person with a disability that is a continuing, independent, for-profit business that performs a commercially useful function, and is at least fifty-one (51%) owned and controlled by one (1) or more persons with a disability, or, in the case of any publicly-owned business, at least fifty one percent (51%) of the stock of which is owned and controlled by one(1) or more persons with a disability and whose management and daily business operations are under the control of one (1) or more persons with a disability.

For additional program eligibility information, visit:

<https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/governor-s-office-of-diversity-business-enterprise--godbe--/program-eligibility.html>

Instructions

As part of this Invitation to Bid, the respondent should complete the Diversity Utilization Plan below. To assist in your effort to seek and solicit the participation of diversity businesses on this solicitation, a directory of certified Diversity Business Enterprise firms may be found on the State's website at: <https://tn.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp?TN=tn&XID=1215> directory or by calling Go-DBE toll free at 866-894-5026.

RESPONDENT'S DIVERSITY UTILIZATION PLAN

Respondent's Company Name:		
Solicitation Event Name:		Event Number:
Respondent's Contact Name:	Phone: ()	Email:
Does the Respondent qualify as the diversity business enterprise? ☐ Yes ☐ No		
If yes, which designation does the Respondent qualify? ☐ MBE ☐ WBE ☐ DSBE ☐ SDVBE ☐ SBE		
Certifying Agency:		

Estimated level of participation by DBEs if awarded a contract pursuant to this ITB:

Diversity Business Information (List all subcontractors, joint-ventures, and suppliers)	% of Contract	Estimated Amount	MBE/ WBE/ SDVBE/ SBE / DSBE Designation	Currently Certified (Yes or No)
Business Name:				
Contact Name:				
Contact Phone:				
Business Name:				
Contact Name:				
Contact Phone:				

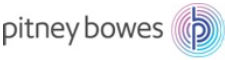
If awarded a contract, we confirm our commitment to make reasonable business efforts to meet or exceed the commitment to diversity as represented in our Diversity Utilization Plan. We shall assist the State in monitoring our performance of this commitment by providing, as requested, a monthly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, service-disabled veterans and persons with disabilities. Such reports shall be provided to the state of Tennessee Governor's Office of Diversity Business Enterprise in the TN Diversity Software available online at:

<https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9810>

We further agree to request in writing and receive prior approval from the Central Procurement Office for any changes to the use of the above listed diversity businesses.

Authorized Signature: _____ Date: _____

Printed Name and Title of Signatory _____



NASPO ValuePoint FMV Lease Agreement (Option C)

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Agreement Number

Your Business Information

Full Legal Name of Lessee / DBA Name of Lessee	Tax ID # (FEIN/TIN)
CITY OF ANKENY DBA CITY HALL	426004235

Sold-To: Address
410 W 1ST ST, ANKENY, IA, 50023-1566, US

Sold-To: Contact Name	Sold-To: Contact Phone #	Sold-To: Account #
Michelle Yuska	5159656405	0013007176

Bill-To: Address
410 W 1ST ST, ANKENY, IA, 50023-1566, US

Bill-To: Contact Name	Bill-To: Contact Phone #	Bill-To: Account #	Bill-To: Email
Michelle Yuska	5159656405	0013007176	myuska@ankenyiowa.gov

Ship-To: Address
410 W 1ST ST, ANKENY, IA, 50023-1566, US

Ship-To: Contact Name	Ship-To: Contact Phone #	Ship-To: Account #
Michelle Yuska	5159656405	0013007176

PO #
*

Your Business Needs

Qty	Item	Business Solution Description
1	SENDPROCAUTO	SendPro C Auto
1	1FXA	Interface to InView Dashboard
1	7H00	C Series IMI Meter
1	993-4B	DM400C Return Kit - Upgrade to 9H00
1	APAC	Connect+ Accounting Weight Break Reports
1	APAX	Cost Acctg Accounts Level (100)
1	APB2	Cost Accounting Devices (10)
1	APKN	Account List Import/Export
1	C5CC	Sendpro C Auto 95
1	CAAB	Basic Cost Accounting
1	COVER-SPCA	Protective Dust Cover - SendPro C Auto
1	F9PG2	PowerGuard LE Service Package
1	ME1A	Meter Equipment - C Series
1	MP81	C Series Integrated Scale

1	PAB1	C Series Premium App Bundle
1	PTJ1	SendPro Online-PitneyShip
1	PTJA	SPO-PitneyShip Basic 1 User
1	PTJN	Single User Access
1	PTK1	Web Browser Integration
1	PTK2	SendPro C Series Shipping Integration
1	SJS2	Softguard For SendPro C500
1	STDsla	Standard SLA-Equipment Service Agreement (for SendPro C Auto)
1	ZH24	Manual Weight Entry
1	ZH29	HZ03 95 LPM Speed
1	ZHC5	SendPro C500 Base System Identifier
1	ZHD5	USPS Rates with Metered Letter
1	ZHD7	E Conf Services for Metered LTR. BDL
1	ZHWL	5lb/3kg Weighing Option for MP81

Your Payment Plan

Initial Term: 60 months	Initial Payment Amount:	
Number of Months	Monthly Amount	Billed Quarterly at*
60	\$ 136.34	\$ 409.02

*Does not include any applicable sales, use, or property taxes which will be billed separately.

- ☐ Tax Exempt Certificate Attached
- ☒ Tax Exempt Certificate Not Required
- ☐ Purchase Power® transaction fees included
- ☐ Purchase Power® transaction fees extra

Your Signature Below

By signing below, you agree to be bound by your State's/Entity's/Cooperative's contract, which is available at <http://www.pb.com/states> and is incorporated by reference. The terms and conditions of this contract will govern this transaction and be binding on us after we have completed our credit and documentation approval process and have signed below. If software is included in the Order, additional terms apply which are available by clicking on the hyperlink for that software located at <http://www.pitneybowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html>. Those additional terms are incorporated by reference.

NASPO VALUEPOINT CTR058808; MA#23065
State/Entity's Contract#

Lessee Signature

Print Name

Title

Date

Email Address

Pitney Bowes Signature

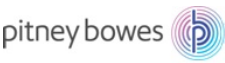
Print Name

Title

Date

Sales Information

Valarie Fontana	valarie.fontana@pb.com	
Account Rep Name	Email Address	PBGFS Acceptance



NASPO ValuePoint FMV Lease Agreement (Option C)

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Agreement Number

Your Business Information

Full Legal Name of Lessee / DBA Name of Lessee			Tax ID # (FEIN/TIN)		
City Of Ankeny dba KIRKENDALL LIBRARY			426004235		
Sold-To: Address					
410 W 1ST ST, Ankeny, IA, 50023, US					
Sold-To: Contact Name		Sold-To: Contact Phone #		Sold-To: Account #	
Michelle Yuska		5159656405		0010444780	
Bill-To: Address					
410 W 1ST ST, Ankeny, IA, 50023, US					
Bill-To: Contact Name		Bill-To: Contact Phone #		Bill-To: Account #	Bill-To: Email
Michelle Yuska		5159656405		0010444780	myuska@ankenyiowa.gov
Ship-To: Address					
410 W 1ST ST, Ankeny, IA, 50023, US					
Ship-To: Contact Name		Ship-To: Contact Phone #		Ship-To: Account #	
Michelle Yuska		5159656405		0010444780	
PO #					
.					

Your Business Needs

Qty	Item	Business Solution Description
1	SENDPROC SERIES4	SendPro C Series - Version 4
1	1E47	SP100 Label Printer with Lifter Base
1	1FXA	Interface to InView Dashboard
1	7H00	C Series IMI Meter
1	8H00	C Series IMI Base
1	APAC	Connect+ Accounting Weight Break Reports
1	APAX	Cost Acctg Accounts Level (100)
1	APB2	Cost Accounting Devices (10)
1	APKN	Account List Import/Export
1	C2C1	C425 SendPro C - 5lb Scale Bundle
1	CAAB	Basic Cost Accounting
1	DM2RKL	Return Kit for DM200/225 - Large
	F90I	Basic Installation and Training
1	HZ80001	SendPro C Series Drop Stacker

1	ME1A	Meter Equipment - C Series
1	PAB1	C Series Premium App Bundle
1	PTJ1	SendPro Online-PitneyShip
1	PTJA	SPO-PitneyShip Basic 1 User
1	PTJN	Single User Access
1	PTK1	Web Browser Integration
1	PTK2	SendPro C Series Shipping Integration
1	SJS1	C200 SoftGuard
1	STDSLA	Standard SLA-Equipment Service Agreement (for SendPro C Series - Version 4)
1	ZH24	Manual Weight Entry
1	ZH27	HZ02 65 LPM Speed
1	ZHC425	SendPro C425 Base System Identifier
1	ZHD5	USPS Rates with Metered Letter
1	ZHD7	E Conf Services for Metered LTR. BDL

Your Payment Plan

Initial Term: 60 months	Initial Payment Amount:	
Number of Months	Monthly Amount	Billed Quarterly at*
60	\$ 74.45	\$ 223.35

*Does not include any applicable sales, use, or property taxes which will be billed separately.

- ☐ Tax Exempt Certificate Attached
- ☒ Tax Exempt Certificate Not Required
- ☐ Purchase Power® transaction fees included
- ☐ Purchase Power® transaction fees extra

Your Signature Below

By signing below, you agree to be bound by your State's/Entity's/Cooperative's contract, which is available at <http://www.pb.com/states> and is incorporated by reference. The terms and conditions of this contract will govern this transaction and be binding on us after we have completed our credit and documentation approval process and have signed below. If software is included in the Order, additional terms apply which are available by clicking on the hyperlink for that software located at <http://www.pitneybowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html>. Those additional terms are incorporated by reference.

NASPO VALUEPOINT CTR058808; MA#23065
State/Entity's Contract#

Lessee Signature

Print Name

Title

Date

Email Address

Pitney Bowes Signature

Print Name

Title

Date

Sales Information

Christopher Majchrzak	christopher.majchrzak@pb.com	
Account Rep Name	Email Address	PBGFS Acceptance



ANKENY CITY COUNCIL

City Council Agenda

March 6, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns

 [Print](#)

ORIGINATING DEPARTMENT:

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

City Manager
City Attorney

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



ANKENY CITY COUNCIL

City Council Agenda

March 6, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns



ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

- ***Public Information Meeting - FY 2024 Budget - 3/9/23 @ 5:30 p.m.***
- ***Public Hearing - North Four Mile Creek Trunk Sewer - 3/20/23 @ 5:30 p.m.***
- ***Public Hearing - N Ankeny Blvd & 18th St Intersection Improvements - 3/20/23 @ 5:30 p.m.***
- ***Public Hearing - Amend Current City Budget for fiscal year July 1, 2022 - June 30, 2023 - 3/20/23 @ 5:30 p.m.***
- ***Public Hearing - 2023 Asphalt Street Resurfacing Program - SW Ordinance Road - 4/3/23 @ 5:30 p.m.***
- ***Public Hearing - Amendment No. 13 - 1989 AED URP - 4/3/23 @ 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