ANKENY CITY COUNCIL

Regular Meeting

Monday, February 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=OEFocWZGS0NYUmtnVHNxcWZFak9Pdz09

Meeting ID: 973 1299 2966
Passcode: 1234

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

PROCEDURAL ACTIONS:

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

A. PUBLIC FORUM: none

B. APPROVAL OF AGENDA:

1. Approval of the February 6, 2023 Agenda

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

C. PUBLIC HEARING(S):

1. PH 2023-07 Proposed SW State Street Fiber Optic Relocation

Action# C1-1. Consider motion to close Public Hearing 2023-07.

2. PH 2023-08 Proposed 2023 PCC Pavement Preservation Program

Action# C2-1. Consider motion to close Public Hearing 2023-08.

3. PH 2023-09 Proposed 2023 PCC Reconstruction Program - SE 8th Street

Action# C3-1. Consider motion to close Public Hearing 2023-09.

4. PH 2023-10 Proposed S. Ankeny Blvd. Transmission Main Project

Action# C4-1. Consider motion to close Public Hearing 2023-10.

5. PH 2023-11 Proposed North Four Mile Creek Trunk Sewer Project

Action# C5-1. Consider motion to close Public Hearing 2023-11.

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 January 17, 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 January 4, 2023.

CA - 3 Receive and file minutes of the Park Board meeting of November 28, 2022.

- **Licenses and Permits**

CA - 4 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 - 5 Consider motion to approve Change Order #3 increasing the contract amount by $27,281.37 to Absolute Concrete Construction, Inc., for construction services on the SE 3rd Street Utility Improvements-Phase 1 project.

CA - 6 Consider motion to approve Amendment No. 1 to the Professional Services Agreement increasing the contract amount by $395,300.00 with McClure Engineering Company for additional design and construction engineering services on the NW 18th Street Reconstruction - NW Ash Drive to N Ankeny Boulevard project.

CA - 7 Consider motion to approve Amendment No. 1 to the Professional Services Agreement increasing the contract amount by $85,440.00 with Nilles Associates for construction services on the NE Crestmoor Sanitary Sewer Replacement project.

CA - 8 Consider motion to approve Amendment No. 1 to the Professional Services Agreement increasing the contract amount by $43,500.00 with Snyder & Associates, Inc. for construction engineering services on the NW Northlawn Area Utility Improvements - Phase 2 project.

CA - 9 Consider motion to approve Payment #31 in the amount of $1,101.50 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 #1 in the amount of $63,673.17 to Electric Conduit Construction Company, for construction services on the SE Quadrant Fiber Upgrade, Phase One project.

CA - 11 Consider motion to approve Payment #9 in the amount of $18,565.20 to Foth Infrastructure and Environment, LLC for engineering services on the North Four Mile Creek Trunk Sewer project.

CA - 12 Consider motion to approve Payment #21 in the amount of $19,540.34 to FOX Strand, for engineering services on the Ankeny ASR project.

CA - 13 Consider motion to approve Payment #7 in the amount of $62,370.00 to HDR Engineering, Inc., for engineering services on the NW Irvinedale Elevated Storage Tank project.

CA - 14 Consider motion to approve Payment #4 in the amount of $209,205.27 to Hydro-Klean, LLC for construction services on the 2022 CIPP Lining project.

CA - 15 Consider motion to approve Payment #7 in the amount of $7,326.25 to JEO Consulting Group, Inc., for engineering services on the SE 3rd Street Improvements - Phase 2 project.

CA - 16 Consider motion to approve Payment #18 in the amount of $2,828.75 to JEO Consulting Group, Inc., for engineering services on the SE Delaware Avenue HMA Widening project.

CA - 17 Consider motion to approve Payment #3 in the amount of $3,499.96 to Olsson, Inc., for engineering services on the Fiber Optic Network Master Plan project.

CA - 18 Consider motion to approve Payment #9 in the amount of $20,663.25 to RDG Planning & Design for engineering services on the Fourmile Creek and Tributary to Fourmile Creek Restoration project.

CA - 19 Consider motion to approve Payment #6 in the amount of $5,787.29 to Short Elliott Hendrickson Inc., for engineering services on the S Ankeny Blvd Transmission Main project.

CA - 20 Consider motion to approve Payment #19 in the amount of $3,011.20 to Snyder & Associates, Inc., for engineering services on the 2021 Pavement Management Study and Master Plan project.

CA - 21 Consider motion to approve Payment #28 in the amount of $5,168.00 to Snyder & Associates, Inc., for engineering services on the High Trestle Trail Ext Magazine Rd to Oralabor Rd project.

CA - 22 Consider motion to approve Payment #23 in the amount of $13,247.02 to Snyder & Associates, Inc., for engineering services on the HTT Transmission Main and Drainage Improvements project.

CA - 23 Consider motion to approve Payment #24 in the amount of $2,129.00 to Snyder & Associates, Inc., for engineering services on the N Ankeny Blvd Landscape Improvements project.

CA - 24 Consider motion to approve Payment #18 in the amount of $6,328.25 to Snyder & Associates, Inc., for engineering services on the NE Delaware Ave Recon - NE 5th St to NE 18th St project.

CA - 25 Consider motion to approve Payment #26 in the amount of $5,660.60 to Snyder & Associates, Inc., for engineering services on the NW 36th St Widening - NW Ash Dr to N Ankeny Blvd project.

CA - 26 Consider motion to approve Payment #10 in the amount of $2,710.50 to Snyder & Associates, Inc., for engineering services on the NW Northlawn Area Utility Improvements - Phase 2 project.

CA - 27 Consider motion to approve Payment #37 in the amount of $3,161.16 to Snyder & Associates, Inc., for engineering services on the SE Crosswinds Drive - RISE project.

CA - 28 Consider motion to approve Payment #1 in the amount of $3,582.25 to Snyder & Associates, for engineering services on the SE Oralabor Rd & SE Creekview Dr Traffic Signal Replacement project.

CA - 29 Consider motion to approve Payment #15 in the amount of $50,080.77 to Sternquist Construction, for construction services on the NW 18th Street Extension - NW Weigel Drive to NW Spruce Drive project.

CA - 30 Consider motion to approve the February 6, 2023 Accounts Payable. (Finance Committee: J. Ruddy, Chp, T. Shafer, K. Stearns)

- **Community Development Items**

CA - 31 Consider motion to adopt **RESOLUTION** accepting a public storm sewer easement located on a portion of Lot 1, John Deere Place Plat 4 and Outlot Z, John Deere Place Plat 5; and associated with the development of 1001 SW Ordnance Road, Aim High Automotive.

CA - 32 Consider a motion to adopt **RESOLUTION** accepting final plat, platted easements, and subdivision bond for seeding and erosion control for The District at Prairie Trail Plat 13.

CA - 33 Consider motion to approve the Aspen Ridge Commercial Plat 2 Preliminary Plat.

CA - 34 Consider motion to adopt **RESOLUTION** accepting a Public Utility Easement associated with the development of Canyon Landing Plat 2.

CA - 35 Consider motion to adopt **RESOLUTION** providing for the notice and hearing of the City Council of the City of Ankeny, Iowa, to rezone certain property owned by NGR Inc., located along the east side of SE Four Mile Drive and three-quarters of a mile north of SE Corporate Woods Drive. (date of hrg: 02/20/23 @ 5:30 p.m.)

- **Engineering Items**

CA - 36 Consider motion to adopt a **RESOLUTION** accepting a purchase agreement and approving documents for the acquisition of street right-of-way and temporary construction easement for the NW 18th Street Reconstruction - NW Ash Drive to N

Ankeny Boulevard project in Ankeny, Iowa. (Stonecrest Meadows Townhome Association, Inc.)

CA - 37 Consider motion to adopt a **RESOLUTION** accepting a purchase agreement and approving documents for the acquisition of street right-of-way and temporary construction easement for the Oralabor Gateway Trail-SW State Street Grade Separated Crossing and SW Oralabor Road and SW State Street Safety Improvements project in Ankeny, Iowa. (Hurd Industrial SPE, LLC)

CA - 38 Consider motion to adopt **RESOLUTION** accepting public improvements for utilities (storm sewer) and subgrade in SE Convenience Blvd. Extension (Crosswinds Business Park Plat 1).

CA - 39 Consider motion to adopt **RESOLUTION** accepting public improvements for utilities in Parkway Townhomes at Prairie Trail Plat 1.

CA - 40 Consider motion to adopt **RESOLUTION** accepting public improvements for utilities (water main, sanitary sewer, and storm sewer) in Swanwood Logistics Center Plat 1.

CA - 41 Consider motion to adopt **RESOLUTION** accepting public improvements for paving in Swanwood Logistics Center Plat 1.

CA - 42 Consider motion to adopt **RESOLUTION** accepting public improvements for utilities (water main, sanitary sewer, and storm sewer) in Swanwood Logistics Center Plat 2.

CA - 43 Consider motion to adopt **RESOLUTION** accepting public improvements for paving in Swanwood Logistics Center Plat 2.

CA - 44 Consider motion to adopt **RESOLUTION** accepting public improvements for utilities in The Sterling North at Prairie Trail Plat 1.

CA - 45 Consider motion to adopt **RESOLUTION** authorizing the execution of Addendum No. 4 to Agreement No. 2016-4-186 between the Iowa Department of Transportation and the City of Ankeny for the City of Ankeny's cost participation to facilitate the proposed reconstruction of the Interstate 35 and East First Street Interchange.

CA - 46 Consider motion to adopt **RESOLUTION** accepting public improvements in Centennial Estates Plat 3 for utilities.

CA - 47 Consider motion to adopt **RESOLUTION** accepting public improvements in Centennial Estates Plat 3 for paving.

CA - 48 Consider motion to adopt **RESOLUTION** accepting public improvements for paving in SE Convenience Blvd. Extension (Crosswinds Business Park Plat 1).

CA - 49 Consider motion to adopt **RESOLUTION** authorizing the execution of an Urban-State Traffic Engineering Program (U-STEP) funding agreement between the Iowa Department of Transportation (DOT) and the City of Ankeny, Iowa, for the sharing of construction costs for the proposed N Ankeny Boulevard & 18th Street Improvements.

- **Capital Improvement Projects**

CA - 50 Consider motion to adopt an amended and substituted **RESOLUTION** accepting the Ankeny Parks Maintenance Facility Renovation - Phase 2 project.

- **Administrative Items**

CA - 51 Consider motion to adopt **RESOLUTION** setting dates of a consultation and a public hearing on proposed Amendment No. 3 to the Amended and Restated

1991 Ankeny Urban Renewal Plan in the City of Ankeny, State of Iowa. (date of hrg: 3/6/23 @ 5:30 p.m.)

- **Approval of Consent Agenda Items**

1. Consent Agenda Items CA-1 through CA-51.

Action# E1-1. Consider motion to approve the recommendations for Consent Agenda Items CA-1 through CA-51.

F. SUPPLEMENTAL AND REMOVED CONSENT AGENDA ITEMS: none

G. RECESS - Mark Holm, Mayor

H. LEGISLATIVE BUSINESS:

- **Boards/Commissions Appointments:**

1. Consider Mayor's Appointments to Boards and Commissions as follows:

Examiners & Appeals Board
- BJ Frideres - effective immediately - term expires 12/31/2025 (Seat 4)

Park Board
- Katie Maki - effective immediately - term expires 12/31/2026 (Seat 3)

Action# H1-1. Consider motion to approve Mayor's appointments to expired Board and Commission terms as presented.

- **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.

Action# H1-1. Consider motion to accept second consideration of ORDINANCE 2130.

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.

Action# H2-1. Consider motion to accept second consideration of ORDINANCE 2131.

I. OLD BUSINESS: none

J. NEW BUSINESS:

1. Proposed SW State Street Fiber Optic Relocation (PH 2023-07)

Action# J1-1. Consider motion to adopt 1) RESOLUTION adopting plans, specifications, form of contract and estimate of cost $248,875.75; 2) receive and file report of bids received January 31, 2023; 3) adopt RESOLUTION making award of construction contract with Iowa Signal, Inc. in the amount of $257,156.40; and 4) adopt RESOLUTION approving contract and bonds with Iowa Signal, Inc. in the amount of $257,156.40.

2. Proposed 2023 PCC Pavement Preservation Program (PH 2023-08)

Action# J2-1. Consider motion to adopt 1) RESOLUTION adopting plans, specifications, form of contract and estimate of cost $352,148.25; 2) receive and file report of bids received January 31, 2023; 3) adopt RESOLUTION making award of construction contract with Iowa Civil Contracting, Inc. in the amount of $429,015.00; and 4) adopt RESOLUTION approving contract and bonds with Iowa Civil Contracting, Inc. in the amount of $429,015.00.

3. Proposed 2023 PCC Reconstruction Program - SE 8th Street (PH 2023-09)

Action# J3-1. Consider motion to adopt 1) RESOLUTION adopting plans, specifications, form of contract and estimate of cost $775,410.00; 2) receive and file report of bids received January 31, 2023; 3) adopt RESOLUTION making award of construction contract with All Star Concrete, LLC in the amount of $642,101.00; and 4) adopt RESOLUTION approving contract and bonds with All Star Concrete, LLC in the amount of $642,101.00.

4. Proposed S. Ankeny Boulevard Transmission Main (PH 2023-10)

Action# J4-1. Consider motion to adopt 1) RESOLUTION adopting plans, specifications, form of contract and estimate of cost $2,500,000.00; 2) receive and file report of bids received January 31, 2023; and 3) adopt RESOLUTION making award of construction contract with Granite Excavating in the amount of $2,649,525.00.

5. Proposed North Four Mile Creek Trunk Sewer (PH 2023-11)

Action# J5-1. Consider motion to adopt 1) RESOLUTION adopting plans, specifications, form of contract and estimate of cost $2,555,345.00; 2) receive and file report of bids received January 31, 2023; and 3) adopt RESOLUTION rejecting bids for the North Four Mile Creek Trunk Sewer project.

6. Proposed N Ankeny Boulevard & 18th Street Intersection Improvements
Initiate Proceedings

Action# J6-1. Consider motion to adopt RESOLUTION ordering construction on the N Ankeny Boulevard & 18th Street Intersection Improvements and fixing a date for hearing thereon and taking of bids therefor. (date of bid letting: 2/28/23 @ 10:30 A.M. / date of hrg: 3/6/23 @ 5:30 P.M.)

7. Proposed Oralabor Gateway Trail-SW State Street Underpass and SW Oralabor Road and SW State Street Intersection Improvements
Initiate Proceedings

Action# J7-1. Consider motion to adopt RESOLUTION ordering construction on the Oralabor Gateway Trail – SW State Street Underpass and SW Oralabor Road and SW State Street Intersection Improvements project, and fixing a date for hearing thereon and taking of bids therefor. (date of bid letting: 02/21/23 @ 10:00 A.M. / date of hrg: 03/06/23 @ 5:30 P.M.)

8. Proposed SE Delaware Avenue & SE 54th Street Traffic Signal
Professional Services Agreement with Snyder & Associates, Inc.

Action# J8-1.
Consider motion to approve the Professional Services Agreement with Snyder & Associates, Inc., for the design engineering and bidding phase services on the SE Delaware Avenue & SE 54th Street Traffic Signal in an amount not to exceed $69,300.00 and the Mayor to execute said agreement.

9. 2023 SW Prairie Trail Parkway Complex
Professional Services Agreement with Nilles, Associates, Inc.

Action# J9-1. Consider motion to approve the Professional Services Agreement with Nilles Associates, Inc. for design, bidding phase and construction services on the SW Prairie Trail Parkway Complex Project in an amount not to exceed $85,000.00 and authorize the Mayor to execute said Agreement.

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:**

  - ***Council Action Planning Session - 2/13/23 @ 5:30 p.m.***
  - ***Public Hearing - SRF Loan Application - 2/20/23 @ 5:30 p.m.***
  - ***Public Hearing - 2023 PCC Reconstruction Program - SE Creekview Dr - 2/20/23 @ 5:30 p.m.***
  - ***Public Hearing - 2023 PCC Street Patching Program - 2/20/23 @ 5:30 p.m.***
  - ***Public Hearing - rezone NGR East - 2/20/23 @ 5:30 p.m.***
  - ***Council Action Planning Session - 2/27/23 @ 5:30 p.m.***
  - ***Public Hearing - N. Ankeny Blvd & 18th St Intersection Improvements - 3/6/23 @ 5:30 p.m.***
  - ***Public Hearing - Oralabor Gateway Trail - SW State Street Underpass & SW Oralabor Road & SW State St Intersection Improvements - 3/6/23 @ 5:30 p.m.***
  - ***Public Hearing - Amendment No. 3 to the Amended and Restated 1991 Ankeny Urban Renewal Plan - 3/6/23 @ 5:30 p.m.***

L. ADJOURNMENT

1. Adjournment

Council Action Planning Session will commence following adjournment of regular meeting.

ANKENY CITY COUNCIL

City Council Agenda

February 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 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

February 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 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:

Click to download
No Attachments Available

ANKENY CITY COUNCIL

City Council Agenda

February 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:

Approval of the February 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 February 6, 2023 agenda, with/without amendment.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available

ANKENY CITY COUNCIL

City Council Agenda

February 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:
Public Works	Upgrade Essential Infrastructure

ACTION REQUESTED:

Public Hearing

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

PH 2023-07: Proposed SW State Street Fiber Optic Relocation

EXECUTIVE SUMMARY:

The SW State Street Fiber Optic Relocation includes fiber optic cable and conduit modifications, and installation of traffic signal components at the intersection of SW State Street and SW Oralabor Road. The project includes installing approximately 22,500 LF of single-mode fiber optic cable and 6,700 LF of conduit, with approximately 310 fiber optic cable splices/ terminations and 5 splice enclosures/ cases. Other associated improvements include installation of traffic signal cabinet with riser and foundation, power service and handholes, temporary traffic control, mobilization, site restoration and miscellaneous associated work necessary to complete the project.

The City will furnish approximately 5,000 LF of 24-count and 12,500 LF of 96-count single-mode fiber optic cable, and the low-voltage ATC traffic signal cabinet, ATC controller, conflict monitor, uninterruptible power supply, and riser for Contractor installation.

The bid opening for this project was held on Tuesday, January 31, 2023. Two (2) bids were received as follows:

1. Iowa Signal, Inc. $257,156.40

2. Communication Innovators, Inc. $375,154.30

The Engineer's Estimate for the project was $248,875.75. The bids ranged from approximately 3% to 50% above the estimate. Iowa Signal, Inc. has completed numerous similar projects for the City of Ankeny in the past, including the SE Delaware Avenue Fiber Optic Connection and the construction of the traffic signal at N Ankeny Boulevard & 36th Street in 2022, and they have the technical experience to complete this project. The Public Works Department and the City's consultant for the project, HR Green, recommend awarding the SW State Street Fiber Optic Relocation to Iowa Signal, Inc. of Grimes, Iowa**.**

The Contractor is required to complete installation of the traffic signal components no later than April 5, 2023, and shall fully complete the project no later than November 3, 2023. The project schedule is planned in coordination with the SW State Street & SW Oralabor Road Safety Improvements and Oralabor Gateway Trail Underpass construction in 2023 and 2024.

FISCAL IMPACT: **No**

This project is included in the current Capital Improvement Program with construction scheduled for 2023. Partial reimbursement will be received from Ankeny Community School District.

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the Council take the following action:

1. Hold a hearing on the proposed Contract Documents (plans, specifications, and form of contract), and estimate of cost ($248,875.75).

2. Approve Resolution, adopting said plans, specifications, form of contract, and estimated cost, for the SW State Street Fiber Optic Relocation.

3. Receive and file the report of bids received on January 31, 2023.

4. Approve Resolution, making award of construction contract to Iowa Signal, Inc. of Grimes, Iowa.

5. Approve Resolution, approving contract and bonds with Iowa Signal, Inc. in the amount of $257,156.40**.**

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

January 3, 2023: The City Council approved a Resolution ordering construction and setting the bid opening date as January 31, 2023, and setting the public hearing date as February 6, 2023.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to close Public Hearing 2023-07.

ADDITIONAL INFORMATION:

ATTACHMENTS:

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

PUBLIC HEARING 2023-07 **5:30 P.M.** **FEBRUARY 6, 2023**

PROPOSED SW STATE STREET FIBER OPTIC RELOCATION

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 SW State Street Fiber Optic Relocation project. Notice of this hearing was published in the Des Moines Register on the 20th day of January, 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 2023-07.

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 SW STATE STREET FIBER OPTIC RELOCATION", 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 SW STATE STREET FIBER OPTIC RELOCATION

WHEREAS, on the **3rd** day of **January**, **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 SW State Street Fiber Optic Relocation; 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 February, 2023.

_____

Mayor

ATTEST:

_____

City Clerk

city of Ankeny
bringing it all together

REC'D & FILED
BY CITY COUNCIL
2/6/23

BID LETTING **10:30 A.M.** **JANUARY 31, 2023**

SW STATE STREET FIBER OPTIC RELOCATION

The purpose of this meeting is to receive, open and tabulate bids for construction of the SW State Street Fiber Optic Relocation project in accordance with the Plans and Specifications prepared by HR Green.

Mark Mueller, Public Works Director

Project Estimate of Cost $ 248,875.75

	Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (none) Acknowledged
* 1)	✓	Iowa Signal Inc 3711 SE Capitol Cir Grimes IA 50111	257,156.40	
2)	✓	Communication Innovators 1301 NE 56th St Pleasant Hill IA 50317	375,154.30	
3)				
4)				
5)				
6)				

*Apparent Low Bidder

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

*Apparent Low Bidder

Bids will be reviewed and further action taken by the City Council at their next regular meeting of February 6, 2023 at 5:30 P.M.

Mark Mueller

Mark Mueller, Public Works Director

ATTEST:

Michelle Yuska

Michelle Yuska, City Clerk

TABULATION OF BIDS
SW State Street Fiber Optic Relocation
SW Oralabor Road to SW Prairie Trail Parkway
City of Ankeny, Iowa
Project Number: 220761
Bid Date/Time: January 31, 2023 at 10:30 AM

HRGreen

						1		2		3	
				Engineer's Estimate		Iowa Signal, Inc.		Communications Innovators, Inc.		n/a	
Item No.	**Description**	**Unit**	**Quantity**	**Unit Price**	**Total Cost**	**Unit Price**	**Total Cost**	**Unit Price**	**Total Cost**	**Unit Price**	**Total Cost**
DIVISION 8 - TRAFFIC CONTROL											
8.1	TRAFFIC SIGNAL CABINET INSTALLATION, SW STATE STREET & SW ORALABOR ROAD	LS	1.0	$ 19,875.00	**$ 19,875.00**	$ 14,800.00	**$ 14,800.00**	$ 42,922.00	**$ 42,922.00**		**$ -**
8.2	REMOVAL OF 48-CNT OR LESS FIBER OPTIC CABLE	LF	10170.0	$ 0.90	**$ 9,153.00**	$ 1.25	**$ 12,712.50**	$ 1.67	**$ 16,983.90**		**$ -**
8.3	REMOVAL OF 96SM FIBER OPTIC CABLE	LF	1375.0	$ 1.05	**$ 1,443.75**	$ 1.25	**$ 1,718.75**	$ 3.72	**$ 5,115.00**		**$ -**
8.4	REMOVAL/REINSTALL/RELOCATION OF 48-CNT OR LESS FIBER OPTIC CABLE	LF	2155.0	$ 1.85	**$ 3,986.75**	$ 2.20	**$ 4,741.00**	$ 3.52	**$ 7,585.60**		**$ -**
8.5	REMOVAL/REINSTALL/RELOCATION OF 96SM FIBER OPTIC CABLE	LF	920.0	$ 2.00	**$ 1,840.00**	$ 2.20	**$ 2,024.00**	$ 4.41	**$ 4,057.20**		**$ -**
8.6	REMOVAL OF HANDHOLE, TYPE 3 "TUB" 24" X 36"	EACH	3.0	$ 750.00	**$ 2,250.00**	$ 750.00	**$ 2,250.00**	$ 682.00	**$ 2,046.00**		**$ -**
8.7	INSTALLATION OF CITY PROVIDED FIBER OPTIC CABLE, SM, 24-CNT, CITY	LF	4885.0	$ 1.85	**$ 9,037.25**	$ 2.00	**$ 9,770.00**	$ 2.05	**$ 10,014.25**		**$ -**
8.8	INSTALLATION OF CITY PROVIDED FIBER OPTIC CABLE, SM, 96-CNT, CITY	LF	12450.0	$ 2.25	**$ 28,012.50**	$ 2.00	**$ 24,900.00**	$ 2.02	**$ 25,149.00**		**$ -**
8.9	INSTALLATION OF CONTRACTOR PROVIDED FIBER OPTIC CABLE, SM, 48-CNT, SCHOOL DISTRICT	LF	2990.0	$ 3.00	**$ 8,970.00**	$ 3.25	**$ 9,717.50**	$ 3.27	**$ 9,777.30**		**$ -**
8.10	INSTALLATION OF CONTRACTOR PROVIDED FIBER OPTIC CABLE, SM, 96-CNT, SCHOOL DISTRICT	LF	2090.0	$ 3.75	**$ 7,837.50**	$ 4.25	**$ 8,882.50**	$ 4.58	**$ 9,572.20**		**$ -**
8.11	CONDUIT, FIBER OPTIC, BLUE HDPE, 2 INCH DIAMETER, CITY	LF	3400.0	$ 12.00	**$ 40,800.00**	$ 12.50	**$ 42,500.00**	$ 23.10	**$ 78,540.00**		**$ -**
8.12	CONDUIT, FIBER OPTIC, ORANGE HDPE, 2 INCH DIAMETER, SCHOOL DISTRICT	LF	2775.0	$ 12.00	**$ 33,300.00**	$ 12.50	**$ 34,687.50**	$ 10.73	**$ 29,775.75**		**$ -**
8.13	CONDUIT, HDPE, 2 INCH DIAMETER, FUTURE LIGHTING	LF	430.0	$ 12.00	**$ 5,160.00**	$ 12.50	**$ 5,375.00**	$ 22.75	**$ 9,782.50**		**$ -**
8.14	HANDHOLE, TYPE 1 "ROUND" 24" DIAMETER	EACH	3.0	$ 1,200.00	**$ 3,600.00**	$ 1,500.00	**$ 4,500.00**	$ 2,271.00	**$ 6,813.00**		**$ -**
8.15	HANDHOLE, TYPE 3 "TUB" 24" X 36"	EACH	3.0	$ 1,900.00	**$ 5,700.00**	$ 1,800.00	**$ 5,400.00**	$ 2,271.00	**$ 6,813.00**		**$ -**
8.16	HANDHOLE, TYPE 4 "TUB" 30" X 48"	EACH	9.0	$ 2,750.00	**$ 24,750.00**	$ 2,300.00	**$ 20,700.00**	$ 3,007.00	**$ 27,063.00**		**$ -**
8.17	SPLICE ENCLOSURE/CASE	EACH	5.0	$ 1,000.00	**$ 5,000.00**	$ 990.00	**$ 4,950.00**	$ 937.60	**$ 4,688.00**		**$ -**
8.18	FIBER OPTIC SPLICE	EACH	212.0	$ 55.00	**$ 11,660.00**	$ 75.00	**$ 15,900.00**	$ 46.39	**$ 9,834.68**		**$ -**
8.19	FIBER OPTIC TERMINATION	EACH	96.0	$ 75.00	**$ 7,200.00**	$ 85.00	**$ 8,160.00**	$ 49.85	**$ 4,785.60**		**$ -**
8.20	REMOVAL OF EXISTING FIBER TERMINATION ENCLOSURE	EACH	3.0	$ 150.00	**$ 450.00**	$ 220.00	**$ 660.00**	$ 135.00	**$ 405.00**		**$ -**
8.21	FIBER TERMINATION ENCLOSURE, 1 PANEL CAPACITY, SPH-01P, DIN RAIL MOUNTED	EACH	7.0	$ 400.00	**$ 2,800.00**	$ 200.00	**$ 1,400.00**	$ 353.86	**$ 2,477.02**		**$ -**
8.22	CCH PANEL, 12 CT, CCH-CP12-A9-P03RH	EACH	7.0	$ 650.00	**$ 4,550.00**	$ 650.00	**$ 4,550.00**	$ 1,001.90	**$ 7,013.30**		**$ -**
8.23	SW STATE STREET & SW VINTAGE PARKWAY HUB CABINET REMOVAL	LS	1.0	$ 1,500.00	**$ 1,500.00**	$ 1,750.00	**$ 1,750.00**	$ 2,141.00	**$ 2,141.00**		**$ -**
8.24	TEMPORARY TRAFFIC CONTROL	LS	1.0	$ 2,500.00	**$ 2,500.00**	$ 5,500.00	**$ 5,500.00**	$ 25,800.00	**$ 25,800.00**		**$ -**
DIVISION 11 - MISCELLANEOUS											
11.1	MOBILIZATION	LS	1	$ 7,500.00	**$ 7,500.00**	$ 9,607.65	**$ 9,607.65**	$ 26,000.00	**$ 26,000.00**		**$ -**
TOTAL Bid:					**$248,875.75**		**$257,156.40**		**$375,154.30**		**$-**

Notes:

Council Member _____ introduced the following Resolution entitled "RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE SW STATE STREET FIBER OPTIC RELOCATION", 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 SW STATE STREET FIBER OPTIC RELOCATION

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 SW State Street Fiber Optic Relocation, described in the plans and specifications heretofore adopted by this Council on February 6, 2023, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

Contractor: **Iowa Signal, Inc.** of **Grimes, Iowa**

Amount of bid: **$257,156.40**

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 February, 2023.

_____
Mayor

ATTEST:

_____
City Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND FOR THE SW STATE STREET FIBER OPTIC RELOCATION", 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 SW STATE STREET FIBER OPTIC RELOCATION

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 SW State Street Fiber Optic Relocation, and as described in detail in the plans and specifications heretofore approved, and which have been signed by the Mayor and Clerk on behalf of the City be and the same are hereby approved as follows:

Contractor: **Iowa Signal, Inc.** of **Grimes, Iowa**

Amount of bid: **$257,156.40**

Bond surety: _____

Date of bond: _____

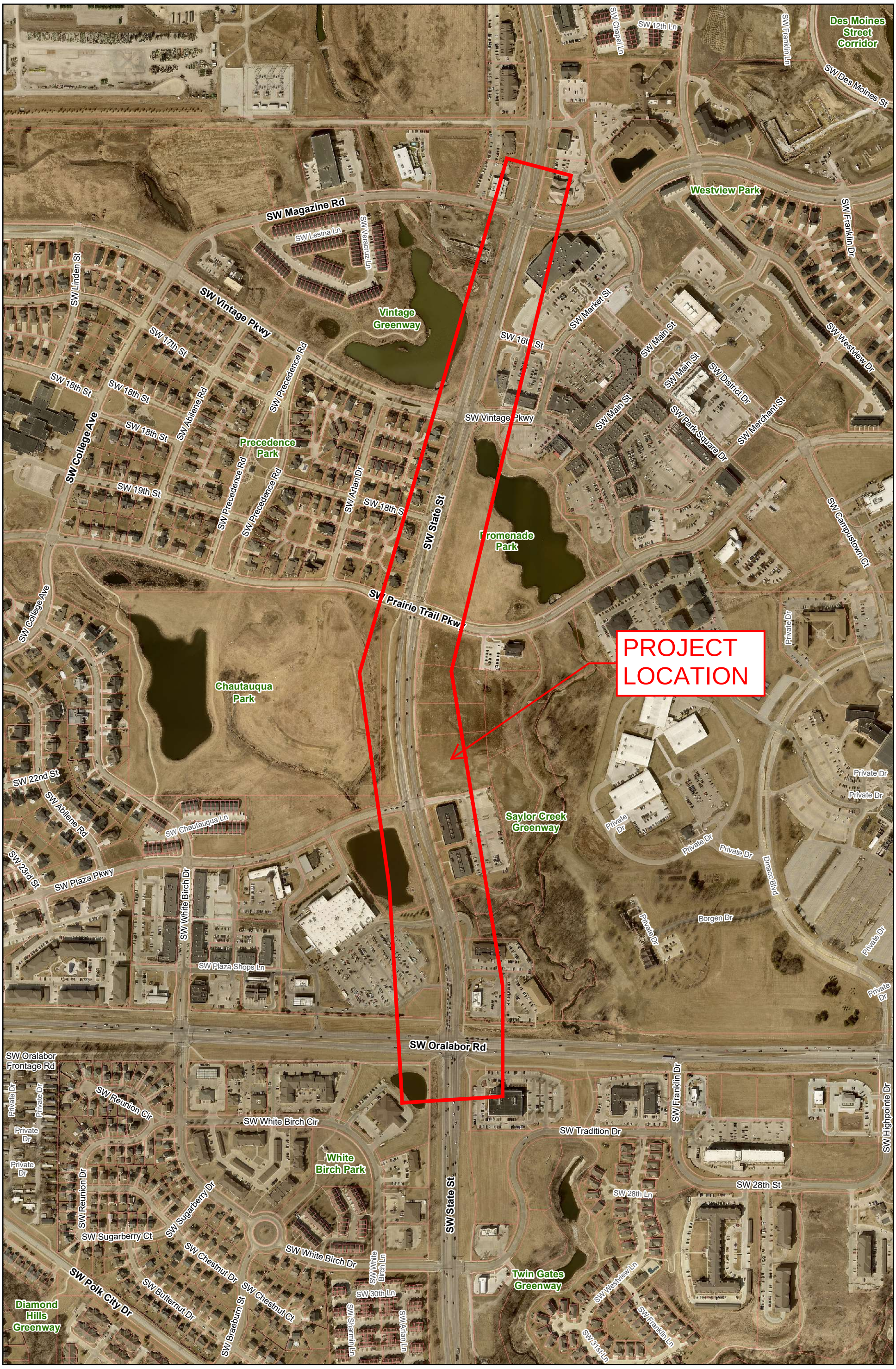
Portion of project: All construction work

PASSED AND APPROVED this **6th** day of **February**, 2023.

_____
Mayor

ATTEST:

_____
City Clerk



city of Ankeny
bringing it all together

SW State Street Fiber Optic Relocation

Map is for Locational Purposes Only.

N W E S

1 in = 500 ft

Date: 12/28/2022

PUBLIC WORKS DEPARTMENT

ENGINEERING DIVISION

CONTRACT

THIS CONTRACT, made and entered into at **Ankeny, Iowa** this 1st day of February, 2023, by and between the **City of Ankeny, Iowa** by its **Mayor**, upon order of its **City Council** hereinafter called the "Jurisdiction," and Iowa Signal Inc., hereinafter called the "Contractor."

WITNESSETH:

The Contractor hereby agrees to complete the work comprising the below referenced improvement as specified in the Contract Documents, which are officially on file with the Jurisdiction, in the Ankeny Public Services Building. This Contract includes all Contract Documents. The work under this Contract shall be constructed in accordance with the SUDAS Standard Specifications, Most Recent Edition, and as further modified by the Supplemental Specifications and Special Provisions included in said Contract Documents. The Contractor further agrees to complete the work in strict accordance with said Contract Documents, and to guarantee the work as required by law, for the time required in said Contract Documents, after its acceptance by the Jurisdiction.

This Contract is awarded and executed for completion of the work specified in the Contract Documents for the bid prices shown on the Contract Attachment: Bid Items, Quantities, and Prices, which were proposed by the Contractor in its Proposal submitted in accordance with the Notice to Bidders and Notice of Public Hearing for the following described improvement:

SW State Street Fiber Optic Relocation

The SW State Street Fiber Optic Relocation includes fiber optic cable and conduit modifications, and installation of traffic signal components at the intersection of SW State Street and SW Oralabor Road.

The project includes installing approximately 22,500 LF of single-mode fiber optic cable and 6,700 LF of conduit, with approximately 310 fiber optic cable splices/ terminations and 5 splice enclosures/ cases. Other associated improvements include installation of traffic signal cabinet with riser and foundation, power service and handholes, temporary traffic control, mobilization, site restoration and miscellaneous associated work necessary to complete the project.

The City will furnish approximately 5,000 LF of 24-count and 12,500 LF of 96-count single-mode fiber optic cable for Contractor installation in City-owned conduit. The Contractor will furnish approximately 3,000 LF of 48-count and 2,100 LF of 96-count single-mode fiber optic cable for installation in Ankeny Community School District (School)-owned conduit.

The City will furnish the low-voltage ATC traffic signal cabinet, ATC controller, conflict monitor, uninterruptible power supply, and riser for Contractor installation.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of Two hundred fifty seven thousand one hundred fifty six & 40/100---------- DOLLARS ($257,156.40), which amount shall constitute the required amount of the Performance, Payment, and Maintenance Bond. The Contractor hereby agrees to commence work under this Contract on or before a date to be specified in a written Notice to Proceed by the Jurisdiction; and to complete the project as described in the Notice to Bidders and Notice of Public Hearing as noted below:

The Contractor shall fully complete the installation of the traffic signal cabinet, power service, and associated components no later than April 5, 2023. Full completion of the traffic signal cabinet installation is defined as fully ready for connection to, and operation of, the signalized intersection of SW Oralabor Road and SW State Street, by others. Connection to the existing City fiber optic network is preferred but not required for full completion of the traffic signal cabinet installation. 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 Contractor shall fully complete the overall project no later than **November 3, 2023.** Full completion for the overall project shall be defined as all work including punch list items 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).

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

JURISDICTION:

By Mark Holm, Mayor

(Seal)
ATTEST:

Michelle Yuska, City Clerk

CITY SEAL ANKENY IOWA

CONTRACTOR:

Iowa Signal Inc.
Contractor

By
Signature

President
Title

3711 SE Capitol Circle
Street Address

Grimes, IA 50111
City, State, Zip Code

515-249-5076
Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration Number C 0 9 5 9 - 7 9 issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.

2. Out-of-State Contractors:

   A. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of five thousand dollars in value in Iowa, shall file a bond with the Division of Labor Services of the Iowa Department of Workforce Development. It is the contractor's responsibility to comply with said Section 91C.7 before commencing this work.

   B. Prior to entering into contract, the designated low bidder, if it is a corporation organized under the laws of a state other than Iowa, shall file with the Engineer a certificate from the Secretary of the State of Iowa showing that it has complied with all the provisions of Chapter 490 of the Iowa Code, or as amended, governing foreign corporations.

NOTE:

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

CORPORATE ACKNOWLEDGMENT

State of Iowa)
) SS
Polk County)

On this 3rd day of February, 2023, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Wayne Lesley and _____, to me known, who, being by me duly sworn, did say that they are the President, and _____, respectively, of the corporation executing the foregoing instrument; that (no seal has been procured by) (the seal affixed thereto is the seal of) the corporation; that said instrument was signed (and sealed) on behalf of the corporation by authority of this Board of Directors; that Wayne Lesley and _____ acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

_____
Notary Public in and for the State of Iowa
My commission expires July 25th, 2024

PARTNERSHIP ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

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

_____
Notary Public in and for the State of IA
My commission expires July 25th, 2024

SHANE RICHARD OLSON
Commission Number 811776
My Commission Expires
July 25, 2024

INDIVIDUAL ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

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

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

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

On this _____ day of _____, 20____, before me a Notary Public in and for said county, personally appeared _____, to me personally known, who being by me duly sworn did say that person is _____ of said _____, that (the seal affixed to said instrument is the seal of said OR no seal has been procured by the said) _____, and that said instrument was signed and sealed on behalf of the said _____, by authority of its managers and the said _____ acknowledged the execution of said instrument to be the voluntary act and deed of said _____, by it voluntarily executed.

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

CONTRACT ATTACHMENT: BID ITEMS, QUANTITIES, AND PRICES

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

ITEM NO.	ITEM	UNIT	TOTAL	UNIT PRICE	TOTAL PRICE
	Traffic Control				
8.01	Traffic Signal Cabinet Installation, SW State Street & SW Oralabor Road	LS	1	$ 14,800.00	$ 14,800.00
8.02	Removal Of 48-Cnt Or Less Fiber Optic Cable	LF	10,170	$ 1.25	$ 12,712.50
8.03	Removal of 96SM Fiber Optic Cable	LF	1,375	$ 1.25	$ 1,718.75
8.04	Removal/Reinstall/Relocation of 48-Cnt or Less Fiber Optic Cable	LF	2,155	$ 2.20	$ 4,741.00
8.05	Removal/Reinstall/Relocation of 96SM Fiber Optic Cable	LF	920	$ 2.20	$ 2,024.00
8.06	Removal of Handhole, Type 3 "Tub" 24" X 36"	Each	3	$ 750.00	$ 2,250.00
8.07	Installation of City Provided Fiber Optic Cable, SM, 24-CNT, City	LF	4,885	$ 2.00	$ 9,770.00
8.08	Installation of City Provided Fiber Optic Cable, SM, 96-CNT, City	LF	12,450	$ 2.00	$ 24,900.00
8.09	Installation of Contractor Provided Fiber Optic Cable, SM, 48-CNT, School District	LF	2,990	$ 3.25	$ 9,717.50
8.10	Installation of Contractor Provided Fiber Optic Cable, SM, 96-CNT, School District	LF	2,090	$ 4.25	$ 8,882.50
8.11	Conduit, Fiber Optic, Blue HDPE, 2 inch Diameter, City	LF	3,400	$ 12.50	$ 42,500.00
8.12	Conduit, Fiber Optic, Orange HDPE, 2 Inch Diameter, School District	LF	2,775	$ 12.50	$ 34,687.50
8.13	Conduit, HDPE, 2 Inch Diameter, Future Lighting	LF	430	$ 12.50	$ 5,375.00
8.14	Handhole, Type 1 "Round" 24" Diameter	Each	3	$ 1,500.00	$ 4,500.00
8.15	Handhole, Type 3 "Tub" 24" X 36"	Each	3	$ 1,800.00	$ 5,400.00
8.16	Handhole, Type 4 "Tub" 30" X 48"	Each	9	$ 2,300.00	$ 20,700.00
8.17	Splice Enclosure/Case	Each	5	$ 990.00	$ 4,950.00
8.18	Fiber Optic Splice	Each	212	$ 75.00	$ 15,900.00
8.19	Fiber Optic Termination	Each	96	$ 85.00	$ 8,160.00
8.20	Removal of Existing Fiber Termination Enclosure	Each	3	$ 220.00	$ 660.00
8.21	Fiber Termination Enclosure, 1 Panel Capacity, SPH-01P, DIN Rail Mounted	Each	7	$ 200.00	$ 1,400.00
8.22	CCH Panel, 12 CT, CCH-CP12-A9-903RH	Each	7	$ 650.00	$ 4,550.00
8.23	SW State Street & SW Vintage Parkway Hub Cabinet Removal	LS	1	$ 1,750.00	$ 1,750.00

8.24	Temporary Traffic Control	LS	1	$ 5,500.00	$ 5,500.00
	Miscellaneous				$
11.01	Mobilization	LS	1	$ 9,607.65	$ 9,607.65

TOTAL AMOUNT BID = $ 257,156.40

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, Iowa Signal, Inc., as Principal (hereinafter the "Contractor" or "Principal") and Old Republic Surety Company, as Surety, are held and firmly bound unto the **City of Ankeny, Iowa**, as Obligee, (hereinafter referred to as the "Jurisdiction"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of Two hundred fifty seven thousand one hundred fifty six and 40/100 DOLLARS ($ 257,156.40), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives, and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Jurisdiction, bearing date the 1st day of February, 20 23 , (hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvement:

SW State Street Fiber Optic Relocation

The SW State Street Fiber Optic Relocation includes fiber optic cable and conduit modifications, and installation of traffic signal components at the intersection of SW State Street and SW Oralabor Road.

The project includes installing approximately 22,500 LF of single-mode fiber optic cable and 6,700 LF of conduit, with approximately 310 fiber optic cable splices/ terminations and 5 splice enclosures/ cases. Other associated improvements include installation of traffic signal cabinet with riser and foundation, power service and handholes, temporary traffic control, mobilization, site restoration and miscellaneous associated work necessary to complete the project.

The City will furnish approximately 5,000 LF of 24-count and 12,500 LF of 96-count single-mode fiber optic cable for Contractor installation in City-owned conduit. The Contractor will furnish approximately 3,000 LF of 48-count and 2,100 LF of 96-count single-mode fiber optic cable for installation in Ankeny Community School District (School)-owned conduit.

The City will furnish the low-voltage ATC traffic signal cabinet, ATC controller, conflict monitor, uninterruptible power supply, and riser for Contractor installation.

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents.

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

1. PERFORMANCE: The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvement, and shall indemnify and save harmless the Jurisdiction from all outlay and expense incurred by the Jurisdiction by reason of the Contractor's default or failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its

subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.

2. PAYMENT: The Contractor and the Surety on this Bond are hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the Jurisdiction is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.

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

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

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

   C. To pay the Jurisdiction's reasonable costs of monitoring and inspecting to assure that any defects are remedied, and to repair the Jurisdiction all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

4. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

   A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;

   B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than 20% of the total contract price, and that this Bond shall then be released as to such excess increase; and

   C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

   D. That no provision of this Bond or of any other contract shall be valid which limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.

E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Jurisdiction including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorneys' fees (including overhead expenses of the Jurisdiction's staff attorneys), and all costs and expenses of litigation as they are incurred by the Jurisdiction. It is intended the Contractor and Surety will defend and indemnify the Jurisdiction on all claims made against the Jurisdiction on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Jurisdiction will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Jurisdiction incurs any "outlay and expense" in defending itself against any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Jurisdiction whole for all such outlay and expense, provided that the Surety's obligation under this Bond shall not exceed 125% of the penal sum of this Bond.

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be **Polk** County, State of Iowa. If legal action is required by the Jurisdiction to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Jurisdiction, the Contractor and the Surety agree, jointly and severally, to pay the Jurisdiction all outlay and expense incurred therefor by the Jurisdiction. All rights, powers, and remedies of the Jurisdiction hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Jurisdiction, by law. The Jurisdiction may proceed against Surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all of the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a word, term, or phase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

Witness our hands, in triplicate, this 1st day of February, 20 23.

PRINCIPAL:

Iowa Signal, Inc.
Contractor

By _____
Signature

Wayne Lesley, President
Title

SURETY:

Old Republic Surety Company
Surety Company

By _____
Signature Attorney-in-Fact Officer

Emilee Cook, Attorney-in-Fact
Printed Name of Attorney-in-Fact Officer

Jester Insurance Services, Inc.
Company Name

303 Watson Powell Jr Way, Ste 300
Company Address

Des Moines, Iowa, 50309
City, State, Zip Code

515-243-2707
Company Telephone Number

NOTE:

1. **All signatures on this Performance, Payment, and Maintenance Bond must be original signatures in ink; copies, facsimiles, or electronic signatures will not be accepted.**
2. **This Bond must be sealed with the Surety's raised, embossing seal.**
3. **The Certificate or Power of Attorney accompanying this Bond must be valid on its face and sealed with the Surety's raised, embossing seal.**
4. **The name and signature of the Surety's Attorney-in-Fact/Officer entered on this Bond must be exactly as listed on the Certificate or Power of Attorney accompanying this Bond.**

OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: KRISTA K. KROEGER, LISA FRENCH, JANELLE I. FRIEDMAN, NOLAN G. GRIMM, HEITH HOCKENBERRY, DALE A. ANDERSON, MARK STEARNS, EMILEE COOK of DES MONINES, IA

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, ***(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds),*** as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18,1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile 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 affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 22nd day of August, 2022.

OLD REPUBLIC SURETY COMPANY

Karen J. Haffner
Assistant Secretary

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 22nd day of August, 2022, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026
(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

40-1113

Signed and sealed at the City of Brookfield, WI this 1st day of February, 2023.

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)

Jester Insurance Services, Inc.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/02/2023

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

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

PRODUCER	CONTACT NAME: Krista Kroeger
Jester Insurance Services	PHONE (A/C, No, Ext): (515) 350-7662 FAX (A/C, No): (515) 243-6862
303 Watson Powell Jr Way	E-MAIL ADDRESS: kkroeger@jesterinsurance.com
Suite 300	INSURER(S) AFFORDING COVERAGE / NAIC #
Des Moines IA 50309	INSURER A: Cincinnati Insurance Co / 10677
INSURED	INSURER B:
Iowa Signal, Inc.	INSURER C:
3711 SE Capitol Circle	INSURER D:
	INSURER E:
Grimes IA 50111	INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 2022/23 Master **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:	Y		EPP0510474	11/01/2022	11/01/2023	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			EBA0510474	11/01/2022	11/01/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			EPP0510474	11/01/2022	11/01/2023	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		EWC0510473	11/01/2022	11/01/2023	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

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

RE: SW State Street Fiber Optic Relocation - SW Oralabor Road to SW Prairie Trail Parkway . City of Ankeny is an additional insured per attached GA472.

CERTIFICATE HOLDER

City of Ankeny
220 W 1st Street
Ankeny IA 50023

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS ADDITIONAL INSURED - AUTOMATIC STATUS AND AUTOMATIC WAIVER OF SUBROGATION WHEN REQUIRED IN WRITTEN CONTRACT, AGREEMENT, PERMIT OR AUTHORIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. **Additional Insured - Owners, Lessees Or Contractors - Automatic Status For Other Parties When Required In Written Contract Or Agreement With You**

1. **Section II - Who Is An Insured** is amended to include as an additional insured any person or organization you have agreed in writing in a contract or agreement to add as an additional insured on this Coverage Part. Such person(s) or organization(s) is an additional insured only with respect to liability for:

   a. "Bodily injury", "property damage" or "personal and advertising injury" *caused, in whole or in part, by* the performance of your ongoing operations by you or on your behalf, under that written contract or written agreement. Ongoing operations does not apply to "bodily injury" or "property damage" occurring after:

      (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

      (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project; and

   b. "Bodily injury" or "property damage" *caused, in whole or in part, by* "your work" performed under that written contract or written agreement and included in the "products-completed operations hazard", but only if:

      (1) The Coverage Part to which this endorsement is attached provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard"; and

      (2) The written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for that person or organization.

      If the written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for a specified length of time for that person or organization, the "bodily injury" or "property damage" must occur prior to the expiration of that period of time in order for this insurance to apply.

      If the written contract or written agreement requires you to provide additional insured coverage for a person or organization per only ISO additional insured endorsement form number **CG 20 10**, without specifying an edition date, and without specifically requiring additional insured coverage included within the "products-completed operations hazard", this Paragraph **b.** does not apply to that person or organization.

2. If the written contract or written agreement described in Paragraph **1.** above specifically requires you to provide additional insured coverage to that person or organization:

   a. *Arising out of* your ongoing operations or *arising out of* "your work"; or

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b. By way of an edition of an ISO additional insured endorsement that includes *arising out of* your ongoing operations or *arising out of* "your work";

then the phrase *caused, in whole or in part, by* in Paragraph **A.1.a.** and/or Paragraph **A.1.b.** above, whichever applies, is replaced by the phrase *arising out of.*

3. With respect to the insurance afforded to the additional insureds described in Paragraph **A.1.**, the following additional exclusion applies:

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

a. The preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

4. This Paragraph **A.** does not apply to additional insureds described in Paragraph **B.**

B. **Additional Insured - State Or Governmental Agency Or Subdivision Or Political Subdivision - Automatic Status When Required In Written Permits Or Authorizations**

1. **Section II - Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision you have agreed in writing in a permit or authorization to add as an additional insured on this Coverage Part. Such state or governmental agency or subdivision or political subdivision is an additional insured only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued, in writing, a permit or authorization.

2. With respect to the insurance afforded to the additional insureds described in Paragraph **B.1.**, the following additional exclusions apply:

This insurance does not apply to:

a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

b. "Bodily injury" or "property damage" included within the "products-completed operations hazard."

C. The insurance afforded to additional insureds described in Paragraphs **A.** and **B.**:

1. Only applies to the extent permitted by law; and

2. Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and

3. Does not apply to any person, organization, state, governmental agency or subdivision or political subdivision specifically named as an additional insured for the same project in the schedule of an endorsement added to this Coverage Part.

D. With respect to the insurance afforded to the additional insureds described in Paragraphs **A.** and **B.**, the following is added to **Section III - Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract, written agreement, written permit or written authorization described in Paragraphs **A.** and **B.** For the purpose of determining the required amount of insurance only, we will include the minimum amount of any Umbrella Liability or Excess Liability coverage required for that additional insured in that written contract, written agreement, written permit or written authorization; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

E. **Section IV - Commercial General Liability Conditions** is amended to add the following:

Automatic Additional Insured Provision

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This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

1. During the policy period; and
2. Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraphs **A.** and **B.**

F. Except when **G.** below applies, the following is added to **Section IV - Commercial General Liability Conditions, Other Insurance,** and supersedes any provision to the contrary:

When Other Additional Insured Coverage Applies On An Excess Basis

This insurance is primary to other insurance available to the additional insured described in Paragraphs **A.** and **B.** except:

1. As otherwise provided in **Section IV - Commercial General Liability Conditions, Other Insurance, b. Excess Insurance;** or
2. For any other valid and collectible insurance available to the additional insured as an additional insured on another insurance policy that is written on an excess basis. In such case, this insurance is also excess.

G. The following is added to **Section IV - Commercial General Liability Conditions, Other Insurance,** and supersedes any provision to the contrary:

Primary Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph **A.** or **B.** that this insurance would be primary to any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

Primary And Noncontributory Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to and will not seek contribution from any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph **A.** or **B.** that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

H. **Section IV - Commercial General Liability Conditions, Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

Waiver of Subrogation

We waive any right of recovery against any additional insured under this endorsement, because of any payment we make under this endorsement, to whom the insured has waived its right of recovery in a written contract, written agreement, written permit or written authorization. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such additional insured prior to loss.

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ANKENY CITY COUNCIL

City Council Agenda

February 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:
Public Works	Upgrade Essential Infrastructure

ACTION REQUESTED:

Public Hearing

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

PH 2023-08: Proposed 2023 PCC Pavement Preservation Program

EXECUTIVE SUMMARY:

The 2023 PCC Pavement Preservation Program project includes the following:

· Site 1: Cleaning and filling of cracks and joints in the Meadowlark Plateau, Golfview Terrace, North Creek, and Westwood Ankeny Neighborhoods.

· Site 2: Full depth PCC patching on NW North Creek Drive and NW Cedarwood Drive.

· Site 3: PCC paving on SW Meadowlark Lane.

The construction improvements include the cleaning and filling of approximately 32,000 LF of longitudinal joints, 34,000 LF of transverse joints, and 6,000 LF of miscellaneous cracks, 450 SY of 7” thick PCC Class C-SUD pavement for full depth patching, and 850 SY of 7” thick PCC Class C-SUD street pavement. Other associated improvements include temporary traffic control, mobilization, and

miscellaneous associated work necessary to complete the project.

The bid opening for this project was held on Tuesday, January 31, 2023. One (1) bids was received as follows:

1. Iowa Civil Contracting, Inc. $429,015.00

The Engineer's Estimate for the project was $352,148.25. The bid was approximately 22**%** above the estimate. Iowa Civil Contracting, Inc. has completed similar pavement preservation 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 PCC Pavement Preservation Program project to Iowa Civil Contracting, Inc. of Victor, Iowa.

Work on the improvements for Site 1 and Site 2 shall be commenced any time after a written Notice to Proceed is issued, no earlier than April 3, 2023. Work on the improvements for Site 3 shall begin no earlier than June 5, 2023 and no later than July 10, 2023. The Contractor shall perform the work for Site 1 only when the ambient air and pavement surface temperatures are above 40 degrees Fahrenheit and below 85 degrees Fahrenheit, per the direction of the Engineer.

The Contactor shall fully complete the improvements for Site 1 and Site 2 no later than October 31, 2023. Fully complete shall be defined as all work completed, and all improvements ready for final acceptance.

The Contactor shall fully complete the improvements for Site 3 in twenty-five (25) working days. Fully complete shall be defined as all work completed, and all improvements ready for final acceptance.

FISCAL IMPACT: **No**

This project is included in the current Capital Improvement Program with construction scheduled for 2023.

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the Council take the following action:

1. Hold a hearing on the proposed Contract Documents (plans, specifications, and form of contract), and estimate of cost ($352,148.25).

2. Approve Resolution, adopting said plans, specifications, form of contract, and estimated cost, for the 2023 PCC Pavement Preservation Program project.

3. Receive and file the report of bids received on January 31, 2023.

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

Iowa.

5. Approve Resolution, approving contract and bonds with Iowa Civil Contracting, Inc. in the amount of $429,015.00.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

January 3, 2023: The City Council approved a Resolution ordering construction and setting the bid opening date as January 31, 2023, and setting the public hearing date as February 6, 2023.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to close Public Hearing 2023-08.

ADDITIONAL INFORMATION:

ATTACHMENTS:

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

PUBLIC HEARING 2023-08 **5:30 P.M.** **FEBRUARY 6, 2023**

PROPOSED 2023 PCC PAVEMENT PRESERVATION PROGRAM

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 2023 PCC Pavement Preservation Program. Notice of this hearing was published in the Des Moines Register on the 20th day of January, 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 2023-08.

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 2023 PCC PAVEMENT PRESERVATION PROGRAM", 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 2023 PCC PAVEMENT PRESERVATION PROGRAM

WHEREAS, on the **3rd** day of **January**, **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 2023 PCC Pavement Preservation Program; 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 February, 2023.

_____

Mayor

ATTEST:

_____

City Clerk

city of Ankeny
bringing it all together

REC'D & FILED
BY CITY COUNCIL
2/6/23

BID LETTING **10:30 A.M.** **JANUARY 31, 2023**

2023 PCC PAVEMENT PRESERVATION PROGRAM

The purpose of this meeting is to receive, open and tabulate bids for construction of the 2023 PCC Pavement Preservation Program in accordance with the Plans and Specifications prepared by City of Ankeny Public Works.

Mark Mueller, Public Works Director

Project Estimate of Cost $ 352,148.25

Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (none) Acknowledged
1) ✓	Iowa Civil Contracting Inc 1106 3rd St Victor IA 52347	429,015.00	
2)			
3)			
4)			
5)			
6)			

*Apparent Low Bidder

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

*Apparent Low Bidder

Bids will be reviewed and further action taken by the City Council at their next regular meeting of February 6, 2023 at 5:30 P.M.

Mark Mueller
Mark Mueller, Public Works Director

ATTEST:

Michelle Yuska
Michelle Yuska, City Clerk

Bid Tabulation

2023 PCC Pavement Preservation Program

Meadowlark Plateau, Golfview Terrace, North Creek, and Westwood Ankeny Neighborhoods

January 31, 2023

				Engineer's Estimate			Iowa Civil Contracting, Inc.											
Item No.	SUDAS No.	Item	Unit	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
		STREETS AND RELATED WORK																
7.01	7010-A	Pavement, PCC, 7", C-SUD	SY	870	$ 80.00	$ 69,600.00	870	$ 106.00	$ 92,220.00	870		$ -	870		$ -	870		$ -
7.02	7040-A	Full Depth Patches, PCC, 7" Thick	SY	450	$ 125.00	$ 56,250.00	450	$ 120.00	$ 54,000.00	450		$ -	450		$ -	450		$ -
7.03	7040-B	Subbase Over-excavation, 6" Depth	SY	125	$ 15.00	$ 1,875.00	125	$ 30.80	$ 3,850.00	125		$ -	125		$ -	125		$ -
7.04	7040-E-1	Crack and Joint Cleaning and Filling, Hot Pour	LF	71,977	$ 2.25	$ 161,948.25	71,977	$ 3.00	$ 215,931.00	71,977		$ -	71,977		$ -	71,977		$ -
7.05	7040-H	Pavement Removal	SY	870	$ 12.50	$ 10,875.00	870	$ 22.20	$ 19,314.00	870		$ -	870		$ -	870		$ -
		TRAFFIC CONTROL																
8.01	8030-A	Temporary Traffic Control	LS	1	$ 10,000.00	$ 10,000.00	1	$ 15,000.00	$ 15,000.00	1		$ -	1		$ -	1		$ -
		SITE WORK AND LANDSCAPING																
9.01	9010-A	Conventional Seeding and Fertilizing, Type 4	AC	0.10	$ 6,000.00	$ 600.00	0.10	$ 11,000.00	$ 1,100.00	0.10		$ -	0.10		$ -	0.10		$ -
9.02	9010-Q-2	Erosion Control Mulching, Hydromulching, BFM	AC	0.10	$ 10,000.00	$ 1,000.00	0.10	$ 11,000.00	$ 1,100.00	0.10		$ -	0.10		$ -	0.10		$ -
		MISCELLANEOUS																
11.01	11,020-A	Mobilization	LS	1	$ 30,000.00	$ 30,000.00	1	$ 20,000.00	$ 20,000.00	1		$ -	1		$ -	1		$ -
11.02	11,030-A	Maintenance of Postal Service	LS	1	$ 2,500.00	$ 2,500.00	1	$ 2,000.00	$ 2,000.00	1		$ -	1		$ -	1		$ -
11.03	11,030-B	Maintenance of Solid Waste Collection	LS	1	$ 5,000.00	$ 5,000.00	1	$ 2,000.00	$ 2,000.00	1		$ -	1		$ -	1		$ -
11.04	11,050-A	Concrete Washout	LS	1	$ 2,500.00	$ 2,500.00	1	$ 2,500.00	$ 2,500.00	1		$ -	1		$ -	1		$ -
		TOTAL AMOUNT BID =				**$ 352,148.25**			**$ 429,015.00**			**$ -**			**$ -**			**$ -**

Council Member _____ introduced the following Resolution entitled "RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE 2023 PCC PAVEMENT PRESERVATION PROGRAM", 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 2023 PCC PAVEMENT PRESERVATION PROGRAM

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 2023 PCC Pavement Preservation Program, described in the plans and specifications heretofore adopted by this Council on February 6, 2023, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

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

Amount of bid: **$429,015.00**

Portion of project: All construction work

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

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

_____
Mayor

ATTEST:

_____
City Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND FOR THE 2023 PCC PAVEMENT PRESERVATION PROGRAM", 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 2023 PCC PAVEMENT PRESERVATION PROGRAM

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 2023 PCC Pavement Preservation Program, and as described in detail in the plans and specifications heretofore approved, and which have been signed by the Mayor and Clerk on behalf of the City be and the same are hereby approved as follows:

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

Amount of bid: **$429,015.00**

Bond surety: _____

Date of bond: _____

Portion of project: All construction work

PASSED AND APPROVED this **6th** day of **February**, 2023.

_____
Mayor

ATTEST:

_____
City Clerk

NW IRVINEDALE DRIVE

NW 18TH STREET

NW 18TH STREET

NW STATE STREET

NW GREENWOOD STREET

Project Location

NW IRVINEDALE DRIVE

NW STATE STREET

W 1ST STREET

W 1ST STREET

SW IRVINEDALE DRIVE

SW STATE STREET

N

0 600

SCALE

LOCATION MAP

2023 PCC PAVEMENT PRESERVATION PROGRAM

city of Ankeny

bringing it all together

PUBLIC WORKS DEPARTMENT

ENGINEERING DIVISION

C:\USERS\MVANEPPS\DESKTOP\2023 PCC PAVEMENT PRESERVATION PROGRAM.DWG

CONTRACT

THIS CONTRACT, made and entered into at **Ankeny, Iowa** this 6th day of February, 2023, by and between the **City of Ankeny, Iowa** by its **Mayor**, upon order of its **City Council** hereinafter called the "Jurisdiction," and Iowa Civil Contracting, Inc., hereinafter called the "Contractor."

WITNESSETH:

The Contractor hereby agrees to complete the work comprising the below referenced improvement as specified in the Contract Documents, which are officially on file with the Jurisdiction, in the Ankeny Public Services Building. This Contract includes all Contract Documents. The work under this Contract shall be constructed in accordance with the SUDAS Standard Specifications, Most Recent Edition, and as further modified by the Supplemental Specifications and Special Provisions included in said Contract Documents. The Contractor further agrees to complete the work in strict accordance with said Contract Documents, and to guarantee the work as required by law, for the time required in said Contract Documents, after its acceptance by the Jurisdiction.

This Contract is awarded and executed for completion of the work specified in the Contract Documents for the bid prices shown on the Contract Attachment: Bid Items, Quantities, and Prices, which were proposed by the Contractor in its Proposal submitted in accordance with the Notice to Bidders and Notice of Public Hearing for the following described improvement:

2023 PCC PAVEMENT PRESERVATION PROGRAM

The 2023 PCC Pavement Preservation Program project includes the following:

- **Site 1: Cleaning and filling of cracks and joints in the Meadowlark Plateau, Golfview Terrace, North Creek, and Westwood Ankeny Neighborhoods.**
- **Site 2: Full depth PCC patching on NW North Creek Drive and NW Cedarwood Drive.**
- **Site 3: PCC paving on SW Meadowlark Lane.**

The construction improvements include the cleaning and filling of approximately 32,000 LF of longitudinal joints, 34,000 LF of transverse joints, and 6,000 LF of miscellaneous cracks, 450 SY of 7" thick PCC Class C-SUD pavement for full depth patching, and 850 SY of 7" thick PCC Class C-SUD street pavement. Other associated improvements include temporary traffic control, mobilization, and miscellaneous associated work necessary to complete the project.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of Four Hundred Twenty-Nine Thousand, Fifteen and 00/100 DOLLARS ($429,015.00), which amount shall constitute the required amount of the Performance, Payment, and Maintenance Bond. The Contractor hereby agrees to commence work under this Contract on or before a date to be specified in a written Notice to Proceed by the Jurisdiction; and to complete the project as described in the Notice to Bidders and Notice of Public Hearing as noted below:

The Contactor shall fully complete the improvements for **Site 1 and Site 2 no later than October 31, 2023.** Fully complete shall be defined as all work 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 Contactor shall fully complete the improvements for **Site 3 in twenty-five (25) working days.** Fully complete shall be defined as all work 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).

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

JURISDICTION:

By _____
Mark E. Holm, Mayor

(Seal)
ATTEST:

_____
Michelle Yuska, City Clerk

CITY SEAL
ANKENY
IOWA

CONTRACTOR:

Iowa Civil Contracting, Inc.
Contractor

By Teri Neuhaus
Signature

Corp Secretary
Title

1106 3rd Street, PO Box Q
Street Address

Victor, IA 52347
City, State, Zip Code

319-647-3561
Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration Number C 0 9 6 0- 9 3 issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.

2. Out-of-State Contractors:

   A. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of five thousand dollars in value in Iowa, shall file a bond with the Division of Labor Services of the Iowa Department of Workforce Development. It is the contractor's responsibility to comply with said Section 91C.7 before commencing this work.

   B. Prior to entering into contract, the designated low bidder, if it is a corporation organized under the laws of a state other than Iowa, shall file with the Engineer a certificate from the Secretary of the State of Iowa showing that it has complied with all the provisions of Chapter 490 of the Iowa Code, or as amended, governing foreign corporations.

NOTE:

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

CORPORATE ACKNOWLEDGMENT

State of Iowa)
) SS
Poweshiek County)

On this 2nd day of February, 2023, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Teri Neuhaus ~~and~~ _____, to me known, who, being by me duly sworn, did say that they are the Corp Secretary, ~~and~~ _____, respectively, of the corporation executing the foregoing instrument; that (no seal has been procured by) ~~(the seal affixed thereto is the seal of)~~ the corporation; that said instrument was signed ~~(and sealed)~~ on behalf of the corporation by authority of this Board of Directors; that Teri Neuhaus ~~and~~ _____ acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

"No Seal"

Notary Public in and for the State of Iowa
My commission expires March 13, 2024

PATRICK D McLEOD
Commission Number 809440
My Commission Expires
March 13, 2024

PARTNERSHIP ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

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

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

INDIVIDUAL ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

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

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

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

On this _____ day of _____, 20____, before me a Notary Public in and for said county, personally appeared _____, to me personally known, who being by me duly sworn did say that person is _____ of said _____, that (the seal affixed to said instrument is the seal of said OR no seal has been procured by the said) _____ _____, and that said instrument was signed and sealed on behalf of the said _____ _____, by authority of its managers and the said _____ acknowledged the execution of said instrument to be the voluntary act and deed of said _____ _____, by it voluntarily executed.

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

CONTRACT ATTACHMENT: BID ITEMS, QUANTITIES, AND PRICES

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

Item No.	Item	Unit	Total	Unit Price	Total Price
	STREETS AND RELATED WORK				
7.01	Pavement, PCC, 7", C-SUD	SY	870	$ 106.00	$ 92,220.00
7.02	Full Depth Patches, PCC, 7" Thick	SY	450	$ 120.00	$ 54,000.00
7.03	Subbase Over-excavation, 6" Depth	SY	125	$ 30.80	$ 3,850.00
7.04	Crack and Joint Cleaning and Filling, Hot Pour	LF	71,977	$ 3.00	$ 215,931.00
7.05	Pavement Removal	SY	870	$ 22.20	$ 19,314.00
	TRAFFIC CONTROL				
8.01	Temporary Traffic Control	LS	1	$ 15,000.00	$ 15,000.00
	SITE WORK AND LANDSCAPING				
9.01	Conventional Seeding and Fertilizing, Type 4	AC	0.10	$ 11,000.00	$ 1,100.00
9.02	Erosion Control Mulching, Hydromulching, BFM	AC	0.10	$ 11,000.00	$ 1,100.00
	MISCELLANEOUS				
11.01	Mobilization	LS	1	$ 20,000.00	$ 20,000.00
11.02	Maintenance of Postal Service	LS	1	$ 2,000.00	$ 2,000.00
11.03	Maintenance of Solid Waste Collection	LS	1	$ 2,000.00	$ 2,000.00
11.04	Concrete Washout	LS	1	$ 2,500.00	$ 2,500.00

TOTAL CONTRACT AMOUNT = $ 429,015.00

Bond No.: IAC593445

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, Iowa Civil Contracting, Inc., as Principal (hereinafter the "Contractor" or "Principal") and Merchants Bonding Company (Mutual), as Surety, are held and firmly bound unto the **City of Ankeny, Iowa**, as Obligee, (hereinafter referred to as the "Jurisdiction"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of Four Hundred Twenty-Nine Thousand, Fifteen and 00/100 DOLLARS ($429,015.00), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives, and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Jurisdiction, bearing date the 6th day of February, 2023, (hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvement:

2023 PCC PAVEMENT PRESERVATION PROGRAM

The 2023 PCC Pavement Preservation Program project includes the following:

- **Site 1: Cleaning and filling of cracks and joints in the Meadowlark Plateau, Golfview Terrace, North Creek, and Westwood Ankeny Neighborhoods.**
- **Site 2: Full depth PCC patching on NW North Creek Drive and NW Cedarwood Drive.**
- **Site 3: PCC paving on SW Meadowlark Lane.**

The construction improvements include the cleaning and filling of approximately 32,000 LF of longitudinal joints, 34,000 LF of transverse joints, and 6,000 LF of miscellaneous cracks, 450 SY of 7" thick PCC Class C-SUD pavement for full depth patching, and 850 SY of 7" thick PCC Class C-SUD street pavement. Other associated improvements include temporary traffic control, mobilization, and miscellaneous associated work necessary to complete the project.

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents.

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

1. PERFORMANCE: The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvement, and shall indemnify and save harmless the Jurisdiction from all outlay and expense incurred by the Jurisdiction by reason of the Contractor's default or failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.

2. PAYMENT: The Contractor and the Surety on this Bond are hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the Jurisdiction is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.

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

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

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

   C. To pay the Jurisdiction's reasonable costs of monitoring and inspecting to assure that any defects are remedied, and to repair the Jurisdiction all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

4. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

   A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;

   B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than 20% of the total contract price, and that this Bond shall then be released as to such excess increase; and

   C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

   D. That no provision of this Bond or of any other contract shall be valid which limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.

E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Jurisdiction including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorneys' fees (including overhead expenses of the Jurisdiction's staff attorneys), and all costs and expenses of litigation as they are incurred by the Jurisdiction. It is intended the Contractor and Surety will defend and indemnify the Jurisdiction on all claims made against the Jurisdiction on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Jurisdiction will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Jurisdiction incurs any "outlay and expense" in defending itself against any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Jurisdiction whole for all such outlay and expense, provided that the Surety's obligation under this Bond shall not exceed 125% of the penal sum of this Bond.

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be **Polk** County, State of Iowa. If legal action is required by the Jurisdiction to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Jurisdiction, the Contractor and the Surety agree, jointly and severally, to pay the Jurisdiction all outlay and expense incurred therefor by the Jurisdiction. All rights, powers, and remedies of the Jurisdiction hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Jurisdiction, by law. The Jurisdiction may proceed against Surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all of the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a word, term, or phase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

Witness our hands, in triplicate, this 6th day of February, 20 23.

PRINCIPAL:

Iowa Civil Contracting Inc.
Contractor

By Teri Neuhaus
Signature

Corp Secretary
Title

SURETY:

Merchants Bonding Company (Mutual)
Surety Company

By
Signature Attorney-in-Fact Officer

Stacy Venn, Attorney-in-Fact
Printed Name of Attorney-in-Fact Officer

Holmes, Murphy and Associates, LLC
Company Name

2727 Grand Prairie Parkway
Company Address

Waukee, IA 50263
City, State, Zip Code

(515) 223-6800
Company Telephone Number

NOTE:

1. **All signatures on this Performance, Payment, and Maintenance Bond must be original signatures in ink; copies, facsimiles, or electronic signatures will not be accepted.**
2. **This Bond must be sealed with the Surety's raised, embossing seal.**
3. **The Certificate or Power of Attorney accompanying this Bond must be valid on its face and sealed with the Surety's raised, embossing seal.**
4. **The name and signature of the Surety's Attorney-in-Fact/Officer entered on this Bond must be exactly as listed on the Certificate or Power of Attorney accompanying this Bond.**

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

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

Anne Crowner; Ben Williams; Brian M Deimerly; Cameron M Burt; Cindy Bennett; Craig E Hansen; D Gregory Stitts; Dione R Young; Donald E Appleby; Douglas Muth; Ginger Hoke; Grace Rasmussen; Greg Krier; Jay D Freiermuth; Jennifer Marino; Jessica Jean Rini; Jessie Allen; Joe Tiernan; John Cord; Kate L Fineran; Mark R DeWitt; Mark Sweigart; Michelle R Gruis; Sara Huston; Sarah C Brown; Seth D Rooker; Stacy Venn; Tim McCulloh; Todd Bengford

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

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

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

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

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

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

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 27th day of December , 2022 .

MERCHANTS NATIONAL BONDING INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

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 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.

NOTARIAL SEAL IOWA
Kim Lee
Commission Number 702737
My Commission Expires
April 14, 2024

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 **6th** day of **February** , **2023** .

MERCHANTS NATIONAL BONDING INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0018 (10/22)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/1/2023

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 4201 Westown Parkway Suite 120 West Des Moines IA 50266	**CONTACT NAME:** Sandy VanOsten **PHONE (A/C, No, Ext):** 515-309-6200 **FAX (A/C, No):** 515-309-6225 **E-MAIL ADDRESS:** sandy_vanosten@ajg.com
INSURED Iowa Civil Contracting, Inc. 1106 3rd Street, PO Box Q Victor, IA 52347	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** INSURER A : BITCO General Insurance Corporation — 20095 INSURER B : BITCO National Insurance Company — 20109 INSURER C : Navigators Specialty Insurance Company — 36056 INSURER D : — INSURER E : — INSURER F : —

COVERAGES **CERTIFICATE NUMBER:** 1606781288 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y		CLP3717053	5/1/2022	5/1/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY [X] Comp Ded$100 [X] Coll Ded$100			CAP3717054	5/1/2022	5/1/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
C	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0			SE22EXCZ0B5X4IC	5/1/2022	5/1/2023	EACH OCCURRENCE AGGREGATE $	$ 3,000,000 $ 3,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC3717052	5/1/2022	5/1/2023	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	Leased/Rented Equip			CLP3717053	5/1/2022	5/1/2023	Limit:$150,000	Ded-5%,$2,000 Min

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Project: 2023 PCC Pavement Preservation Program | Project Name: City of Ankeny
City of Ankeny is named as Additional Insured under the General Liability per endorsement #GL3086, edition 09/11.

CERTIFICATE HOLDER

City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny IA 50023

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TRANSPORTATION CONTRACTORS EXTENDED LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

A. [X] Partnership and Joint Venture Extension

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

C. [X] Automatic Waiver of Subrogation

D. [X] Extended Notice of Cancellation, Nonrenewal

E. [X] Unintentional Failure to Disclose Hazards

F. [X] Broadened Mobile Equipment

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

H. [X] Nonemployment Discrimination

I. [X] Liquor Liability

J. [X] Broadened Conditions

K. [X] Automatic Additional Insureds – Equipment Leases

L. [X] Suits Against Dredges and Barges

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

N. [X] Construction Project General Aggregate Limits

O. [X] Fellow Employee Coverage

P. [X] Property Damage Liability - Elevators

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

R [X] Care, Custody or Control

S [X] Electronic Data Liability Coverage

T. [X] Consolidated Insurance Program Residual Liability Coverage

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

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

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

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

A. PARTNERSHIP AND JOINT VENTURE EXTENSION

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

The last full paragraph which reads as follows:

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

is deleted and replaced with the following:

With respect to the conduct of any past or present joint venture or partnership not shown as a Named Insured in the Declarations and of which you are or were a partner or member, you are an insured, but only with respect to liability arising out of "your work" on behalf of any partnership or joint venture not shown as a Named Insured in the Declarations, provided no other similar liability insurance is available to you for "your work" in connection with your interest in such partnership or joint venture.

B. CONTRACTORS AUTOMATIC ADDITIONAL INSURED COVERAGE – ONGOING OPERATIONS

SECTION II – WHO IS AN INSURED is amended to include as an additional insured any person or organization who is required by written contract to be an additional insured on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

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

in the performance of your ongoing operations for the additional insured(s) at the project(s) designated in the written contract.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

C. AUTOMATIC WAIVER OF SUBROGATION

Item **8.** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, is deleted and replaced with the following:

8. Transfer of Rights of Recovery Against Others to Us and Automatic Waiver of Subrogation.

a. If the insured has rights to recover all or part of any payment we have made under this Coverage Form, those rights are transferred to us. The insured must do nothing after loss to impair those rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

b. If required by a written contract executed prior to loss, we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of "your work" for that person or organization.

D. EXTENDED NOTICE OF CANCELLATION, NONRENEWAL

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

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

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

9. WHEN WE DO NOT RENEW

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

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

E. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

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

F. BROADENED MOBILE EQUIPMENT

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

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

G. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL COVERAGE

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

H. NONEMPLOYMENT DISCRIMINATION

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

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

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

SECTION V - DEFINITIONS, is amended to include:

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

Item **2. Exclusions** of **SECTION I, COVERAGE B**, is amended to include:

"Personal and advertising injury" arising out of "discrimination" directly or indirectly related to the past employment, employment or prospective employment of any person or class of persons by any insured;

"Personal and advertising injury" arising out of "discrimination" by or at your, your agents or your "employees" direction or with your, your agents or your "employees" knowledge or consent;

"Personal and advertising injury" arising out of "discrimination" directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any dwelling, permanent lodging or premises by or at the direction of any insured.

Fines, penalties, specific performance or injunctions levied or imposed by a governmental entity, or governmental code, law, or statute because of "discrimination."

I. LIQUOR LIABILITY

Exclusion 2.c. of **SECTION I, COVERAGE A**, is deleted.

J. BROADENED CONDITIONS

Items **2.a.** and **2.b.** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, are deleted and replaced with the following:

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit:

a. You must see to it that we are notified of an "occurrence" or an offense which may result in a claim as soon as practicable after the "occurrence" has been reported to you, one of your officers or an "employee" designated to give notice to us. Notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against any insured, you must:

(1) Record the specifics of the claim or "suit" and the date received as soon as you, one of your officers, or an "employee" designated to record such information is notified of it; and

(2) Notify us in writing as soon as practicable after you, one of your officers, your legal department or an "employee" you designate to give us such notice learns of the claims or "suit."

Item **2.e.** is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

2.e. If you report an "occurrence" to your workers compensation insurer which develops into a liability claim for which coverage is provided by the Coverage Form, failure to report such "occurrence" to us at the time of "occurrence" shall not be deemed in violation of paragraphs **2.a., 2.b., and 2.c.** However, you shall give written notice of this "occurrence" to us as soon as you are made aware of the fact that this "occurrence" may be a liability claim rather than a workers compensation claim.

K. AUTOMATIC ADDITIONAL INSUREDS - EQUIPMENT LEASES

SECTION II - WHO IS AN INSURED is amended to include any person or organization with whom you agree in a written equipment lease or rental agreement to name as an additional insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, at least in part, by

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

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

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

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

3. "Property damage" to:

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

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

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

L. SUITS AGAINST DREDGES AND BARGES

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

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

M. INSURED CONTRACT EXTENSION - RAILROAD PROPERTY AND CONSTRUCTION CONTRACTS

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

9. "Insured Contract" means:

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

   b. A sidetrack agreement;

   c. Any easement or license agreement;

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

   e. An elevator maintenance agreement;

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

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

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

N. CONSTRUCTION PROJECT GENERAL AGGREGATE LIMITS

This modifies **SECTION III - LIMITS OF INSURANCE**.

A. For all sums which can be attributed only to ongoing operations at a single construction project for which the insured becomes legally obligated to pay as damages caused by an "occurrence" under **SECTION I - COVERAGE A**, and for all medical expenses caused by accidents under **SECTION I - COVERAGE C**:

1. A separate Construction Project General Aggregate Limit applies to each construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

2. The Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard," and for medical expenses under **COVERAGE C** regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits."

3. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the Construction Project General Aggregate Limit for that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Construction Project General Aggregate Limit for any other construction project.

4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Construction Project General Aggregate Limit.

B. For all sums which cannot be attributed only to ongoing operations at a single construction project for which the insured becomes legally obligated to pay as damages caused by an "occurrence" under **SECTION I - COVERAGE A**, and for all medical expenses caused by accidents under **SECTION I - COVERAGE C**:

1. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and

2. Such payments shall not reduce any Construction Project General Aggregate Limit.

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

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

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

O. FELLOW EMPLOYEE COVERAGE

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

2.e. "Bodily injury" to

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

(a) Employment by the insured; or

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

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

This exclusion applies:

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

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

This exclusion does not apply to:

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

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

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

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

P. PROPERTY DAMAGE LIABILITY - ELEVATORS

"Property damage" liability is changed as follows:

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

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

Q. PROPERTY DAMAGE TO THE NAMED INSURED'S WORK

Exclusion l of **SECTION I, COVERAGE A.** is deleted and replaced with the following:

l. Damage to Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products completed operation hazard."

This exclusion applies only to that portion of any loss in excess of $50,000 per occurrence if the damaged work and the work out of which the damage arises was performed by you.

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

R. CARE, CUSTODY OR CONTROL

Exclusion 2.j.4 of **SECTION I, COVERAGE A.** is deleted and replaced with the following:

2.j.4 Personal property in the care, custody or control of the insured. However, for personal property in the care, custody or control of you or your "employees," this exclusion applies only to that portion of any loss in excess of $25,000 per occurrence, subject to the following terms and conditions;

(a) The most that we will pay under this provision as an annual aggregate is $100,000, regardless of the number of occurrences.

(b) This provision does not apply to "employee" owned property or any property that is missing where there is not physical evidence to show what happened to the property.

(c) The aggregate limit for this coverage provision is part of the General Aggregate Limit and **SECTION III - LIMITS OF INSURANCE** is changed accordingly.

(d) In the event of damage to or destruction of property covered by this exception, you shall, if requested by us, replace the property or furnish the labor and materials necessary for repairs thereto, at actual cost to you, exclusive of prospective profit or overhead charges of any nature.

(e) $2,500 shall be deducted from the total amount of all sums you became obligated to pay as damages on account of damage to or destruction of all property of each person or organization, including the loss of use of that property, as a result of each "occurrence." Our limit of liability under the endorsement as being applicable to each "occurrence" shall be reduced by the amount of the deductible indicated above; however, our aggregate limit of liability under this provision shall not be reduced by the amount of such deductible. The conditions of the policy, including those with respect to duties in the event of "occurrence," claims or "suit" apply irrespective of the application of the deductible amount. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

S. ELECTRONIC DATA LIABILITY COVERAGE

1. Exclusion 2.p. Electronic Data of **SECTION I, COVERAGE A,** is deleted and replaced with the following:

2.p. Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

2. The following definition is added to **SECTION V – DEFINITIONS:**

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

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

"Property damage" means:

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

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

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

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

T. CONSOLIDATED INSURANCE PROGRAM RESIDUAL LIABILITY COVERAGE

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

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

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

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

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

U. AUTOMATIC ADDITIONAL INSUREDS - MANAGERS OR LESSORS OR PREMISES

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

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

This insurance does not apply to:

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

2. Structural alterations, new construction or demolition operations performed by or on behalf of the additional insured listed in the written contract or written agreement.

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

V. AUTOMATIC ADDITIONAL INSUREDS – STATE OR GOVERNMENTAL AGENCY OR POLITICAL SUBDIVISIONS – PERMITS OR AUTHORIZATIONS

SECTION II – WHO IS AN INSURED is amended to include any state or governmental agency or subdivision or political subdivision with whom you are required by written contract, ordinance, law or building code to name as an additional insured subject to the following provisions:

This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

2. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

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

W. CONTRACTORS AUTOMATIC ADDITIONAL INSURED COVERAGE – COMPLETED OPERATIONS

SECTION II – WHO IS AN INSURED is amended to include as an additional insured any person or organization who is required by written contract to be an additional insured on your policy for completed operations, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the project designated in the contract, performed for that additional insured and included in the "products-completed operations hazard".

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

X. ADDITIONAL INSURED – ENGINEERS, ARCHITECTS OR SURVEYORS

SECTION II – WHO IS AN INSURED is amended to include as an additional insured any architect, engineer or surveyor who is required by written contract to be an additional insured on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

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

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

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

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

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

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

2. Supervisory, inspection or engineering services.

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

ANKENY CITY COUNCIL

City Council Agenda

February 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:
Public Works	Upgrade Essential Infrastructure

ACTION REQUESTED:

Public Hearing

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

PH 2023-09: Proposed 2023 PCC Reconstruction Program - SE 8th Street

EXECUTIVE SUMMARY:

The 2023 PCC Reconstruction Program – SE 8th Street project includes pavement reconstruction and minor utility improvements along SE 8th Street from just west of SE Rio Circle/SE Richland Court to just west of SE Michael Drive in the City of Ankeny.

The construction improvements include the slip-form paving of approximately 2,450 SY of 8" PCC Class C-SUD street pavement, along with approximately 900 SY of 7" PCC Class C-SUD intersection handwork, and 175 SY of 6" PCC Class C residential driveways. Other associated improvements include Class 10 excavation, subgrade preparation, modified subbase placement, subdrain installation, removal and replacement of storm sewer structures, minor and major adjustments to existing storm sewer and sanitary sewer structures, surface restoration, temporary traffic control, mobilization, and miscellaneous associated work necessary to complete the project.

The bid opening for this project was held on Tuesday, January 31, 2023. Seven (7) bids were received as follows:

1. All Star Concrete, LLC $642,101.00

2. Alliance Construction Group, LLC $658,766.50

3. Absolute Concrete Construction Inc. $690,301.00

DBA Absolute Group

4. Reilly Construction Co., Inc. $720,000.00

5. Shekar Engineering, PLC $798,553.65

6. Iowa Civil Contracting, Inc. $817,062.60

7. Con-Struct, Inc. $836,630.00

The Engineer's Estimate for the project was $ 775,410.00. The bids ranged from approximately 17% below the estimate to approximately 8% above the estimate. All Star Concrete, LLC has completed similar street reconstruction projects for other area cities in the past and they have the technical experience to complete this project. The Public Works Department recommends awarding the 2023 PCC Reconstruction Program - SE 8th Street project to All Star Concrete, LLC of Johnston, Iowa.

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 19, 2023. The contractor will have 40 working days to substantially complete the overall project and 10 working days to fully complete the overall project.

FISCAL IMPACT: **No**

This project is included in the current Capital Improvement Program with construction scheduled for 2023.

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the Council take the following action:

1. Hold a hearing on the proposed Contract Documents (plans, specifications, and form of contract), and estimate of cost ($775,410.00).

2. Approve Resolution, adopting said plans, specifications, form of contract, and estimated cost for the 2023 PCC Reconstruction Program - SE 8th Street project.

3. Receive and file the report of bids received on January 31, 2023.

4. Approve Resolution, making award of construction contract to All Star Concrete, LLC of Johnston, Iowa.

5. Approve Resolution, approving contract and bonds with All Star Concrete, LLC in the amount of $642,101.00.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

January 3, 2023: The City Council approved a Resolution ordering construction and setting the bid opening date as January 31, 2023, and setting the public hearing date as February 6, 2023.

PUBLIC OUTREACH EFFORTS:

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

ACTION REQUESTED:

Action: Consider motion to close Public Hearing 2023-09.

ADDITIONAL INFORMATION:

ATTACHMENTS:

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

PUBLIC HEARING 2023-09 **5:30 P.M.** **FEBRUARY 6, 2023**

PROPOSED 2023 PCC RECONSTRUCTION PROGRAM – SE 8TH STREET

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 2023 PCC Reconstruction Program – SE 8th Street. Notice of this hearing was published in the Des Moines Register on the 20th day of January, 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 2023-09.

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 2023 PCC RECONSTRUCTION PROGRAM - SE 8TH STREET", 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 2023 PCC RECONSTRUCTION PROGRAM - SE 8TH STREET

WHEREAS, on the **3rd** day of **January**, **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 2023 PCC Reconstruction Program - SE 8th Street; 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 February, 2023.

_____

Mayor

ATTEST:

_____

City Clerk

city of Ankeny
bringing it all together

REC'D & FILED
BY CITY COUNCIL
2/6/23

BID LETTING **10:30 A.M.** **JANUARY 31, 2023**

2023 PCC RECONSTRUCTION PROGRAM – SE 8TH STREET

The purpose of this meeting is to receive, open and tabulate bids for construction of the 2023 PCC Reconstruction Program – SE 8th Street project in accordance with the Plans and Specifications prepared by City of Ankeny Public Works.

Mark Mueller, Public Works Director

Project Estimate of Cost $ 775,410.00

	Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (one) Acknowledged
1)	✓	Iowa Civil Contracting Inc 1106 3rd St Victor IA 52347	817,062.60	✓
2)	✓	ShreKar Engineering P.L.C. 2600 MLK Jr Pkwy #200 Des Moines, IA 50310	798,553.65	✓
3)	✓	Alliance Construction Group LLC 9400 Plem Drive Ste 100 Urbandale IA 50322	658,766.50	✓
4)	✓	ConStruct Inc 305 South Dayton Ave Ames IA 50010	836,630.00	✓
5)	✓	Absolute Group PO Box 430 Granger IA 50109	690,301.00	✓
* 6)	✓	All Star Concrete LLC 4989 NW Johnston Dr Johnston IA 50131	642101.00	✓

*Apparent Low Bidder

Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (one) Acknowledged
7) ✓	Reilly Construction Co Inc PO Box 99, 110 main St Ossian IA 52161	720,000.00	✓
8)			
9)			
10)			
11)			
12)			
13)			

*Apparent Low Bidder

Bids will be reviewed and further action taken by the City Council at their next regular meeting of February 6, 2023 at 5:30 P.M.

Mark Mueller

Mark Mueller, Public Works Director

ATTEST:

Michelle Yuska

Michelle Yuska, City Clerk

Bid Tabulation

2023 PCC Reconstruction Program - SE 8th Street

SE 8th Street from just west of SE Rio Circle/SE Richland Court to just west of SE Michael Drive

January 31, 2023

				Engineer's Estimate			All Star Concrete LLC			Alliance Construction Group LLC			Absolute Concrete Construction Inc "DBA" Absolute Group			Reilly Construction Co., Inc.		
Item No.	**SUDAS No.**	**Item**	**Unit**	**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**
		EARTHWORK																
2.01	2010-D-2	Topsoil, Compost-amended	CY	270	$ 100.00	$ 27,000.00	270	$ 70.00	$ 18,900.00	270	$ 75.00	$ 20,250.00	270	$ 72.00	$ 19,440.00	270	$ 80.00	$ 21,600.00
2.02	2010-E	Excavation, Class 10	CY	660	$ 25.00	$ 16,500.00	660	$ 20.00	$ 13,200.00	660	$ 21.00	$ 13,860.00	660	$ 25.00	$ 16,500.00	660	$ 55.00	$ 36,300.00
2.03	2010-G	Subgrade Preparation, 6" Depth	SY	3,960	$ 4.00	$ 15,840.00	3,960	$ 3.00	$ 11,880.00	3,960	$ 3.25	$ 12,870.00	3,960	$ 4.75	$ 18,810.00	3,960	$ 5.00	$ 19,800.00
2.04	2010-I	Subgrade Treatment, Geogrid, Triangular, Type 3	SY	990	$ 6.00	$ 5,940.00	990	$ 5.00	$ 4,950.00	990	$ 5.25	$ 5,197.50	990	$ 6.25	$ 6,187.50	990	$ 5.00	$ 4,950.00
2.05	2010-J	Subbase, Modified, Virgin Aggregate, 6" Depth	SY	3,960	$ 15.00	$ 59,400.00	3,960	$ 12.50	$ 49,500.00	3,960	$ 12.75	$ 50,490.00	3,960	$ 11.50	$ 45,540.00	3,960	$ 15.00	$ 59,400.00
2.06	2010-M	Compaction Testing	LS	1	$ 3,500.00	$ 3,500.00	1	$ 1,629.00	$ 1,629.00	1	$ 5,500.00	$ 5,500.00	1	$ 3,500.00	$ 3,500.00	1	$ 2,850.00	$ 2,850.00
		SEWERS AND DRAINS																
4.01	4040-A	Subdrain, Corrugated PVC, Type 2, 8" Diameter	LF	1,440	$ 40.00	$ 57,600.00	1,440	$ 30.00	$ 43,200.00	1,440	$ 30.50	$ 43,920.00	1,440	$ 30.00	$ 43,200.00	1,440	$ 35.00	$ 50,400.00
4.02	4040-C-1	Subdrain Cleanout, Type B, 24" Diameter	EA	2	$ 2,000.00	$ 4,000.00	2	$ 1,800.00	$ 3,600.00	2	$ 1,850.00	$ 3,700.00	2	$ 1,800.00	$ 3,600.00	2	$ 2,500.00	$ 5,000.00
4.03	4040-D-1	Subdrain Outlets and Connections, PVC, 8" Diameter	EA	10	$ 500.00	$ 5,000.00	10	$ 450.00	$ 4,500.00	10	$ 475.00	$ 4,750.00	10	$ 450.00	$ 4,500.00	10	$ 600.00	$ 6,000.00
		WATER MAINS AND APPURTENANCES																
5.01	5020-H	Valve Box Replacement	EA	2	$ 1,000.00	$ 2,000.00	2	$ 850.00	$ 1,700.00	2	$ 875.00	$ 1,750.00	2	$ 850.00	$ 1,700.00	2	$ 1,250.00	$ 2,500.00
		STRUCTURES FOR SANITARY AND STORM SEWERS																
6.01	6010-B	Intake, Type SW-501, 3'-0" x 2'-0"	EA	1	$ 5,000.00	$ 5,000.00	1	$ 3,750.00	$ 3,750.00	1	$ 3,800.00	$ 3,800.00	1	$ 3,750.00	$ 3,750.00	1	$ 10,000.00	$ 10,000.00
6.02	6010-B	Intake, Type SW-503, 3'-0" x 6'-0"	EA	1	$ 6,500.00	$ 6,500.00	1	$ 5,200.00	$ 5,200.00	1	$ 5,300.00	$ 5,300.00	1	$ 5,200.00	$ 5,200.00	1	$ 11,000.00	$ 11,000.00
6.03	6010-B	Intake, Type SW-505, 6'-8" x 2'-0"	EA	1	$ 7,500.00	$ 7,500.00	1	$ 5,600.00	$ 5,600.00	1	$ 5,700.00	$ 5,700.00	1	$ 5,600.00	$ 5,600.00	1	$ 10,000.00	$ 10,000.00
6.04	6010-E-1	Manhole Adjustment, Sanitary, Minor, Self-Level Casting	EA	1	$ 2,000.00	$ 2,000.00	1	$ 2,500.00	$ 2,500.00	1	$ 2,600.00	$ 2,600.00	1	$ 2,500.00	$ 2,500.00	1	$ 2,000.00	$ 2,000.00
6.05	6010-E-1	Manhole Adjustment, Sanitary, Minor, Two Piece Casting	EA	1	$ 2,000.00	$ 2,000.00	1	$ 2,500.00	$ 2,500.00	1	$ 2,600.00	$ 2,600.00	1	$ 2,500.00	$ 2,500.00	1	$ 1,500.00	$ 1,500.00
6.06	6010-E-1	Manhole Adjustment, Storm, Minor, Two Piece Casting	EA	8	$ 2,000.00	$ 16,000.00	8	$ 2,500.00	$ 20,000.00	8	$ 2,600.00	$ 20,800.00	8	$ 2,500.00	$ 20,000.00	8	$ 1,500.00	$ 12,000.00
6.07	6010-E-2	Intake Adjustment, Minor	EA	6	$ 2,000.00	$ 12,000.00	6	$ 2,500.00	$ 15,000.00	6	$ 2,600.00	$ 15,600.00	6	$ 2,500.00	$ 15,000.00	6	$ 1,500.00	$ 9,000.00
6.08	6010-F-2	Intake Adjustment, Major	EA	1	$ 4,000.00	$ 4,000.00	1	$ 3,500.00	$ 3,500.00	1	$ 3,750.00	$ 3,750.00	1	$ 3,500.00	$ 3,500.00	1	$ 3,500.00	$ 3,500.00
6.09	6010-H-2	Remove Intake	EA	4	$ 1,000.00	$ 4,000.00	4	$ 750.00	$ 3,000.00	4	$ 775.00	$ 3,100.00	4	$ 750.00	$ 3,000.00	4	$ 1,000.00	$ 4,000.00
6.10	6010-999-A	Intake, Type SW-503, Partial Rebuild - 48" Depth	EA	1	$ 4,000.00	$ 4,000.00	1	$ 5,200.00	$ 5,200.00	1	$ 5,500.00	$ 5,500.00	1	$ 5,200.00	$ 5,200.00	1	$ 4,500.00	$ 4,500.00
		STREETS AND RELATED WORK																
7.01	7010-A	Pavement, PCC, Class C-SUD, 7" Thick	SY	890	$ 80.00	$ 71,200.00	890	$ 72.00	$ 64,080.00	890	$ 72.00	$ 64,080.00	890	$ 78.50	$ 69,865.00	890	$ 82.00	$ 72,980.00
7.02	7010-A	Pavement, PCC, Class C-SUD, 8" Thick	SY	2,450	$ 90.00	$ 220,500.00	2,450	$ 78.00	$ 191,100.00	2,450	$ 69.25	$ 169,662.50	2,450	$ 80.00	$ 196,000.00	2,450	$ 79.00	$ 193,550.00
7.03	7010-999-A	Plastic Concrete Testing	LS	1	$ 5,000.00	$ 5,000.00	1	$ 5,007.00	$ 5,007.00	1	$ 4,500.00	$ 4,500.00	1	$ 5,000.00	$ 5,000.00	1	$ 5,100.00	$ 5,100.00
7.04	7030-A-1	Removal of Sidewalk	SY	230	$ 15.00	$ 3,450.00	230	$ 15.00	$ 3,450.00	230	$ 15.50	$ 3,565.00	230	$ 16.50	$ 3,795.00	230	$ 15.00	$ 3,450.00
7.05	7030-A-3	Removal of Driveway	SY	175	$ 15.00	$ 2,625.00	175	$ 15.00	$ 2,625.00	175	$ 15.50	$ 2,712.50	175	$ 13.50	$ 2,362.50	175	$ 15.00	$ 2,625.00
7.06	7030-E	Sidewalk, PCC, Class C, 4" Thick	SY	135	$ 65.00	$ 8,775.00	135	$ 55.00	$ 7,425.00	135	$ 85.00	$ 11,475.00	135	$ 60.00	$ 8,100.00	135	$ 74.00	$ 9,990.00
7.07	7030-E	Sidewalk, PCC, Class C, 6" Thick	SY	85	$ 100.00	$ 8,500.00	85	$ 75.00	$ 6,375.00	85	$ 95.00	$ 8,075.00	85	$ 70.00	$ 5,950.00	85	$ 165.00	$ 14,025.00
7.08	7030-G	Detectable Warnings, Galvanized Steel	SF	96	$ 60.00	$ 5,760.00	96	$ 60.00	$ 5,760.00	96	$ 80.00	$ 7,680.00	96	$ 45.00	$ 4,320.00	96	$ 56.00	$ 5,376.00
7.09	7030-H-1	Driveway, Paved, PCC, Class C, Type A Residential, 6" Thick	SY	175	$ 65.00	$ 11,375.00	175	$ 65.00	$ 11,375.00	175	$ 70.00	$ 12,250.00	175	$ 75.00	$ 13,125.00	175	$ 85.00	$ 14,875.00
7.10	7040-B	Subbase Over-excavation, 6" Depth	SY	396	$ 15.00	$ 5,940.00	396	$ 12.50	$ 4,950.00	396	$ 12.75	$ 5,049.00	396	$ 13.50	$ 5,346.00	396	$ 20.00	$ 7,920.00
7.11	7040-H	Pavement Removal	SY	3340	$ 15.00	$ 50,100.00	3,340	$ 12.00	$ 40,080.00	3,340	$ 12.25	$ 40,915.00	3,340	$ 10.25	$ 34,235.00	3,340	$ 10.00	$ 33,400.00
		TRAFFIC CONTROL																
8.01	8030-A	Temporary Traffic Control	LS	1	$ 15,000.00	$ 15,000.00	1	$ 6,750.00	$ 6,750.00	1	$ 7,000.00	$ 7,000.00	1	$ 6,750.00	$ 6,750.00	1	$ 7,700.00	$ 7,700.00
8.02	8030-999-A	Portable Dynamic Message Sign (PDMS)	CDAY	10	$ 150.00	$ 1,500.00	10	$ 150.00	$ 1,500.00	10	$ 155.00	$ 1,550.00	10	$ 150.00	$ 1,500.00	10	$ 170.00	$ 1,700.00
8.03	8040-A	Traffic Signs, No Parking (R8-3), 12" x 12"	EA	2	$ 75.00	$ 150.00	2	$ 300.00	$ 600.00	2	$ 325.00	$ 650.00	2	$ 300.00	$ 600.00	2	$ 350.00	$ 700.00
8.04	8040-E	U-Shaped Rail Steel Posts	EA	2	$ 150.00	$ 300.00	2	$ 175.00	$ 350.00	2	$ 180.00	$ 360.00	2	$ 175.00	$ 350.00	2	$ 200.00	$ 400.00
		SITE WORK AND LANDSCAPING																
9.01	9010-A	Conventional Seeding and Fertilizing, Type 1	AC	0.5	$ 5,000.00	$ 2,500.00	1	$ 2,750.00	$ 1,375.00	1	$ 2,800.00	$ 1,400.00	1	$ 3,000.00	$ 1,500.00	1	$ 3,150.00	$ 1,575.00
9.02	9010-A	Conventional Seeding and Fertilizing, Type 4	AC	0.5	$ 5,000.00	$ 2,500.00	1	$ 1,750.00	$ 875.00	1	$ 1,800.00	$ 900.00	1	$ 1,000.00	$ 500.00	1	$ 2,000.00	$ 1,000.00
9.03	9040-Q-2	Erosion Control Mulching, Hydromulching, BFM	AC	1	$ 10,000.00	$ 10,000.00	1	$ 3,500.00	$ 3,500.00	1	$ 3,600.00	$ 3,600.00	1	$ 5,000.00	$ 5,000.00	1	$ 4,000.00	$ 4,000.00
9.04	9040-T-1	Inlet Protection Device, Surface-applied	EA	11	$ 200.00	$ 2,200.00	11	$ 50.00	$ 550.00	11	$ 55.00	$ 605.00	11	$ 250.00	$ 2,750.00	11	$ 55.00	$ 605.00
9.05	9040-T-1	Inlet Protection Device, Drop-in	EA	11	$ 175.00	$ 1,925.00	11	$ 155.00	$ 1,705.00	11	$ 175.00	$ 1,925.00	11	$ 250.00	$ 2,750.00	11	$ 175.00	$ 1,925.00
9.06	9040-T-2	Inlet Protection Device, Maintenance	EA	11	$ 30.00	$ 330.00	11	$ 20.00	$ 220.00	11	$ 25.00	$ 275.00	11	$ 25.00	$ 275.00	11	$ 25.00	$ 275.00
		MISCELLANEOUS																
11.01	11,020-A	Mobilization	LS	1	$ 60,000.00	$ 60,000.00	1	$ 41,610.00	$ 41,610.00	1	$ 50,000.00	$ 50,000.00	1	$ 63,000.00	$ 63,000.00	1	$ 40,029.00	$ 40,029.00
11.02	11,030-A	Maintenance of Postal Service	LS	1	$ 5,000.00	$ 5,000.00	1	$ 1,830.00	$ 1,830.00	1	$ 5,500.00	$ 5,500.00	1	$ 7,700.00	$ 7,700.00	1	$ 1,500.00	$ 1,500.00
11.03	11,030-B	Maintenance of Solid Waste Collection	LS	1	$ 5,000.00	$ 5,000.00	1	$ 3,900.00	$ 3,900.00	1	$ 2,000.00	$ 2,000.00	1	$ 6,500.00	$ 6,500.00	1	$ 5,000.00	$ 5,000.00
11.04	11,040-999-A	Temporary Pedestrian Ramp	EA	8	$ 1,500.00	$ 12,000.00	8	$ 1,750.00	$ 14,000.00	8	$ 2,500.00	$ 20,000.00	8	$ 1,500.00	$ 12,000.00	8	$ 1,500.00	$ 12,000.00
11.05	11,050-A	Concrete Washout, Roll-off Container	LS	1	$ 4,000.00	$ 4,000.00	1	$ 1,800.00	$ 1,800.00	1	$ 2,000.00	$ 2,000.00	1	$ 1,800.00	$ 1,800.00	1	$ 2,000.00	$ 2,000.00
		TOTAL AMOUNT BID =				**$ 775,410.00**			**$ 642,101.00**			**$ 658,766.50**			**$ 690,301.00**			**$ 720,000.00**

Bid Tabulation
2023 PCC Reconstruction Program - SE 8th Street
SE 8th Street from just west of SE Rio Circle/SE Richland Court to just west of SE Michael Drive
January 31, 2023

				Shekar Engineering, PLC			Iowa Civil Contracting, Inc.			Con-Struct, Inc.								
Item No.	SUDAS No.	Item	Unit	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
		EARTHWORK																
2.01	2010-D-2	Topsoil, Compost-amended	CY	270	$ 105.00	$ 28,350.00	270	$ 112.50	$ 30,375.00	270	$ 100.00	$ 27,000.00						
2.02	2010-E	Excavation, Class 10	CY	660	$ 10.00	$ 6,600.00	660	$ 25.00	$ 16,500.00	660	$ 40.00	$ 26,400.00						
2.03	2010-G	Subgrade Preparation, 6" Depth	SY	3,960	$ 11.21	$ 44,391.60	3,960	$ 6.00	$ 23,760.00	3,960	$ 5.00	$ 19,800.00						
2.04	2010-I	Subgrade Treatment, Geogrid, Triangular, Type 3	SY	990	$ 4.50	$ 4,455.00	990	$ 8.00	$ 7,920.00	990	$ 6.00	$ 5,940.00						
2.05	2010-J	Subbase, Modified, Virgin Aggregate, 6" Depth	SY	3,960	$ 12.50	$ 49,500.00	3,960	$ 25.50	$ 100,980.00	3,960	$ 15.00	$ 59,400.00						
2.06	2010-M	Compaction Testing	LS	1	$ 6,500.00	$ 6,500.00	1	$ 2,000.00	$ 2,000.00	1	$ 5,000.00	$ 5,000.00						
		SEWERS AND DRAINS																
4.01	4040-A	Subdrain, Corrugated PVC, Type 2, 8" Diameter	LF	1,440	$ 22.50	$ 32,400.00	1,440	$ 46.20	$ 66,528.00	1,440	$ 50.00	$ 72,000.00						
4.02	4040-C-1	Subdrain Cleanout, Type B, 24" Diameter	EA	2	$ 1,250.00	$ 2,500.00	2	$ 3,520.00	$ 7,040.00	2	$ 2,000.00	$ 4,000.00						
4.03	4040-D-1	Subdrain Outlets and Connections, PVC, 8" Diameter	EA	10	$ 500.00	$ 5,000.00	10	$ 550.00	$ 5,500.00	10	$ 1,000.00	$ 10,000.00						
		WATER MAINS AND APPURTENANCES																
5.01	5020-H	Valve Box Replacement	EA	2	$ 2,750.00	$ 5,500.00	2	$ 770.00	$ 1,540.00	2	$ 1,000.00	$ 2,000.00						
		STRUCTURES FOR SANITARY AND STORM SEWERS																
6.01	6010-B	Intake, Type SW-501, 3'-0" x 2'-0"	EA	1	$ 8,500.00	$ 8,500.00	1	$ 6,160.00	$ 6,160.00	1	$ 5,000.00	$ 5,000.00						
6.02	6010-B	Intake, Type SW-503, 3'-0" x 6'-0"	EA	1	$ 9,500.00	$ 9,500.00	1	$ 8,393.00	$ 8,393.00	1	$ 6,500.00	$ 6,500.00						
6.03	6010-B	Intake, Type SW-505, 6'-8" x 2'-0"	EA	1	$ 10,500.00	$ 10,500.00	1	$ 8,305.00	$ 8,305.00	1	$ 6,500.00	$ 6,500.00						
6.04	6010-E-1	Manhole Adjustment, Sanitary, Minor, Self-Level Casting	EA	1	$ 2,500.00	$ 2,500.00	1	$ 3,500.00	$ 3,500.00	1	$ 3,000.00	$ 3,000.00						
6.05	6010-E-1	Manhole Adjustment, Sanitary, Minor, Two Piece Casting	EA	1	$ 1,800.00	$ 1,800.00	1	$ 3,500.00	$ 3,500.00	1	$ 2,000.00	$ 2,000.00						
6.06	6010-E-1	Manhole Adjustment, Storm, Minor, Two Piece Casting	EA	8	$ 1,800.00	$ 14,400.00	8	$ 3,000.00	$ 24,000.00	8	$ 2,000.00	$ 16,000.00						
6.07	6010-E-2	Intake Adjustment, Minor	EA	6	$ 1,750.00	$ 10,500.00	6	$ 2,500.00	$ 15,000.00	6	$ 2,500.00	$ 15,000.00						
6.08	6010-F-2	Intake Adjustment, Major	EA	1	$ 2,500.00	$ 2,500.00	1	$ 3,080.00	$ 3,080.00	1	$ 3,800.00	$ 3,800.00						
6.09	6010-H-2	Remove Intake	EA	4	$ 2,500.00	$ 10,000.00	4	$ 1,100.00	$ 4,400.00	4	$ 1,000.00	$ 4,000.00						
6.10	6010-999-A	Intake, Type SW-503, Partial Rebuild - 48" Depth	EA	1	$ 10,500.00	$ 10,500.00	1	$ 4,840.00	$ 4,840.00	1	$ 6,000.00	$ 6,000.00						
		STREETS AND RELATED WORK																
7.01	7010-A	Pavement, PCC, Class C-SUD, 7" Thick	SY	890	$ 120.25	$ 107,022.50	890	$ 96.46	$ 85,849.40	890	$ 80.00	$ 71,200.00						
7.02	7010-A	Pavement, PCC, Class C-SUD, 8" Thick	SY	2,450	$ 72.62	$ 177,919.00	2,450	$ 85.60	$ 209,720.00	2,450	$ 90.00	$ 220,500.00						
7.03	7010-999-A	Plastic Concrete Testing	LS	1	$ 3,500.00	$ 3,500.00	1	$ 6,000.00	$ 6,000.00	1	$ 12,000.00	$ 12,000.00						
7.04	7030-A-1	Removal of Sidewalk	SY	230	$ 11.28	$ 2,594.40	230	$ 15.00	$ 3,450.00	230	$ 20.00	$ 4,600.00						
7.05	7030-A-3	Removal of Driveway	SY	175	$ 11.28	$ 1,974.00	175	$ 15.00	$ 2,625.00	175	$ 20.00	$ 3,500.00						
7.06	7030-E	Sidewalk, PCC, Class C, 4" Thick	SY	135	$ 127.72	$ 17,242.20	135	$ 100.00	$ 13,500.00	135	$ 70.00	$ 9,450.00						
7.07	7030-E	Sidewalk, PCC, Class C, 6" Thick	SY	85	$ 141.05	$ 11,989.25	85	$ 130.00	$ 11,050.00	85	$ 90.00	$ 7,650.00						
7.08	7030-G	Detectable Warnings, Galvanized Steel	SF	96	$ 65.00	$ 6,240.00	96	$ 65.00	$ 6,240.00	96	$ 60.00	$ 5,760.00						
7.09	7030-H-1	Driveway, Paved, PCC, Class C, Type A Residential, 6" Thick	SY	175	$ 146.05	$ 25,558.75	175	$ 100.00	$ 17,500.00	175	$ 70.00	$ 12,250.00						
7.1	7040-B	Subbase Over-excavation, 6" Depth	SY	396	$ 18.00	$ 7,128.00	396	$ 25.20	$ 9,979.20	396	$ 5.00	$ 1,980.00						
7.11	7040-H	Pavement Removal	SY	3,340	$ 11.28	$ 37,675.20	3340	$ 12.00	$ 40,080.00	3340	$ 15.00	$ 50,100.00						
		TRAFFIC CONTROL																
8.01	8030-A	Temporary Traffic Control	LS	1	$ 7,762.50	$ 7,762.50	1	$ 1,500.00	$ 15,000.00	1	$ 10,000.00	$ 10,000.00						
8.02	8030-999-A	Portable Dynamic Message Sign (PDMS)	CDAY	10	$ 225.00	$ 2,250.00	10	$ 165.00	$ 1,650.00	10	$ 200.00	$ 2,000.00						
8.03	8040-A	Traffic Signs, No Parking (R8-3), 12" x 12"	EA	2	$ 345.00	$ 690.00	2	$ 330.00	$ 660.00	2	$ 400.00	$ 800.00						
8.04	8040-E	U-Shaped Rail Steel Posts	EA	2	$ 201.25	$ 402.50	2	$ 192.50	$ 385.00	2	$ 200.00	$ 400.00						
		SITE WORK AND LANDSCAPING																
9.01	9010-A	Conventional Seeding and Fertilizing, Type 1	AC	0.5	$ 3,162.50	$ 1,581.25	0.5	$ 3,025.00	$ 1,512.50	0.5	$ 3,000.00	$ 1,500.00						
9.02	9010-A	Conventional Seeding and Fertilizing, Type 4	AC	0.5	$ 2,012.50	$ 1,006.25	0.5	$ 1,925.00	$ 962.50	0.5	$ 2,000.00	$ 1,000.00						
9.03	9040-Q-2	Erosion Control Mulching, Hydromulching, BFM	AC	1	$ 4,025.00	$ 4,025.00	1	$ 3,850.00	$ 3,850.00	1	$ 4,000.00	$ 4,000.00						
9.04	9040-T-1	Inlet Protection Device, Surface-applied	EA	11	$ 57.50	$ 632.50	11	$ 55.00	$ 605.00	11	$ 300.00	$ 3,300.00						
9.05	9040-T-1	Inlet Protection Device, Drop-in	EA	11	$ 178.25	$ 1,960.75	11	$ 171.00	$ 1,881.00	11	$ 200.00	$ 2,200.00						
9.06	9040-T-2	Inlet Protection Device, Maintenance	EA	11	$ 23.00	$ 253.00	11	$ 22.00	$ 242.00	11	$ 100.00	$ 1,100.00						
		MISCELLANEOUS																
11.01	11,020-A	Mobilization	LS	1	$ 85,000.00	$ 85,000.00	1	$ 30,000.00	$ 30,000.00	1	$ 70,000.00	$ 70,000.00						
11.02	11,030-A	Maintenance of Postal Service	LS	1	$ 5,500.00	$ 5,500.00	1	$ 2,000.00	$ 2,000.00	1	$ 8,000.00	$ 8,000.00						
11.03	11,030-B	Maintenance of Solid Waste Collection	LS	1	$ 6,500.00	$ 6,500.00	1	$ 2,000.00	$ 2,000.00	1	$ 8,000.00	$ 8,000.00						
11.04	11,040-999-A	Temporary Pedestrian Ramp	EA	8	$ 1,750.00	$ 14,000.00	8	$ 500.00	$ 4,000.00	8	$ 2,000.00	$ 16,000.00						
11.05	11,050-A	Concrete Washout, Roll-off Container	LS	1	$ 2,250.00	$ 2,250.00	1	$ 3,000.00	$ 3,000.00	1	$ 10,000.00	$ 10,000.00						
		TOTAL AMOUNT BID =				**$ 798,553.65**			**$ 817,062.60**			**$ 836,630.00**						

Council Member _____ introduced the following Resolution entitled "RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND FOR THE 2023 PCC RECONSTRUCTION PROGRAM - SE 8TH STREET", 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 2023 PCC RECONSTRUCTION PROGRAM - SE 8TH STREET

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 2023 PCC Reconstruction Program - SE 8th Street, 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: **All Star Concrete, LLC** of **Johnston, Iowa**

Amount of bid: **$642,101.00**

Bond surety: _____

Date of bond: _____

Portion of project: All construction work

PASSED AND APPROVED this **6th** day of **February**, 2023.

_____
Mayor

ATTEST:

_____
City Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE 2023 PCC RECONSTRUCTION PROGRAM - SE 8TH STREET", 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 2023 PCC RECONSTRUCTION PROGRAM - SE 8TH STREET

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 2023 PCC Reconstruction Program - SE 8th Street, described in the plans and specifications heretofore adopted by this Council on February 6, 2023, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

Contractor: **All Star Concrete, LLC** of **Johnston, Iowa**

Amount of bid: **$642,101.00**

Portion of project: All construction work

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

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

_____
Mayor

ATTEST:

_____
City Clerk

city of Ankeny
bringing it all together

2023 PCC Reconstruction Program - SE 8th Street

Map is for Locational Purposes Only.

W S N E

1 in = 200 ft

Date: 12/20/2022

PUBLIC WORKS DEPARTMENT

ENGINEERING DIVISION

CONTRACT

THIS CONTRACT, made and entered into at **Ankeny, Iowa** this 6th day of February, 2023, by and between the **City of Ankeny, Iowa** by its **Mayor**, upon order of its **City Council** hereinafter called the "Jurisdiction," and All Star Concrete LLC, hereinafter called the "Contractor."

WITNESSETH:

The Contractor hereby agrees to complete the work comprising the below referenced improvement as specified in the Contract Documents, which are officially on file with the Jurisdiction, in the Ankeny Public Services Building. This Contract includes all Contract Documents. The work under this Contract shall be constructed in accordance with the SUDAS Standard Specifications, Most Recent Edition, and as further modified by the Supplemental Specifications and Special Provisions included in said Contract Documents. The Contractor further agrees to complete the work in strict accordance with said Contract Documents, and to guarantee the work as required by law, for the time required in said Contract Documents, after its acceptance by the Jurisdiction.

This Contract is awarded and executed for completion of the work specified in the Contract Documents for the bid prices shown on the Contract Attachment: Bid Items, Quantities, and Prices, which were proposed by the Contractor in its Proposal submitted in accordance with the Notice to Bidders and Notice of Public Hearing for the following described improvement:

2023 PCC RECONSTRUCTION PROGRAM – SE 8TH STREET

The 2023 PCC Reconstruction Program – SE 8th Street project includes pavement reconstruction and minor utility improvements along SE 8th Street from just west of SE Rio Circle/SE Richland Court to just west of SE Michael Drive in the City of Ankeny.

The construction improvements include the slip-form paving of approximately 3,000 SY of 8" thick PCC Class C-SUD street pavement, along with approximately 225 SY of 7" thick PCC Class C-SUD intersection handwork, and 175 SY of 6" thick PCC Class C residential driveways. Other associated improvements include Class 10 excavation, subgrade preparation, modified subbase placement, subdrain installation, removal and replacement of storm sewer structures, minor and major adjustments to existing storm sewer and sanitary sewer structures, surface restoration, temporary traffic control, mobilization, and miscellaneous associated work necessary to complete the project.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of Six Hundred Forty-Two Thousand One Hundred and One and 00/100 DOLLARS ($642,101.00), which amount shall constitute the required amount of the Performance, Payment, and Maintenance Bond. The Contractor hereby agrees to commence work under this Contract on or before a date to be specified in a written Notice to Proceed by the Jurisdiction; and to complete the project as described in the Notice to Bidders and Notice of Public Hearing as noted below:

The Contractor shall substantially complete the overall project in **forty (40) working days.** Substantial completion for the overall project shall be defined as all utility, grading, and pavement construction completed, with the new signs installed, and 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 substantially completed within the designated Contract term(s).

The Contractor shall fully complete the overall project in **ten (10) working days** following substantial completion of the overall project. Full completion for the overall project shall be defined as all work including temporary surface restoration and punch list items 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).

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

JURISDICTION:

By Mark Holm, Mayor

(Seal)
ATTEST: Michelle Yuska, City Clerk

CITY SEAL ANKENY IOWA

CONTRACTOR:

All Star Concrete LLC
Contractor

By [signature]
Signature

Sr. Project Manager
Title

4989 NW Johnston Drive
Street Address

Johnston, IA 50131
City, State, Zip Code

(515) 224-6394
Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration Number C 1 2 1 1 - 5 7 issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.

2. Out-of-State Contractors:

   A. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of five thousand dollars in value in Iowa, shall file a bond with the Division of Labor Services of the Iowa Department of Workforce Development. It is the contractor's responsibility to comply with said Section 91C.7 before commencing this work.

   B. Prior to entering into contract, the designated low bidder, if it is a corporation organized under the laws of a state other than Iowa, shall file with the Engineer a certificate from the Secretary of the State of Iowa showing that it has complied with all the provisions of Chapter 490 of the Iowa Code, or as amended, governing foreign corporations.

NOTE:

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

CORPORATE ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

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

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

PARTNERSHIP ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

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

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

INDIVIDUAL ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

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

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

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of Iowa)
) SS
Polk County)

On this 2nd day of February, 20____, before me a Notary Public in and for said county, personally appeared William Harger, to me personally known, who being by me duly sworn did say that person is Sr. Project Manager of said All Star Concrete LLC, that (the seal affixed to said instrument is the seal of said OR no seal has been procured by the said) All Star Concrete LLC _____, and that said instrument was signed and sealed on behalf of the said All Star Concrete LLC _____, by authority of its managers and the said William Harger acknowledged the execution of said instrument to be the voluntary act and deed of said All Star Concrete LLC _____, by it voluntarily executed.

Gloria Martinez
Notary Public in and for the State of Iowa
My commission expires October 3rd, 2025

GLORIA MARTINEZ
Commission Number 842761
My Commission Expires
October 3, 2025

CONTRACT ATTACHMENT: BID ITEMS, QUANTITIES, AND PRICES

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

Item No.	Item	Unit	Total	Unit Price	Total Price
	EARTHWORK				
2.01	Topsoil, Compost-amended	CY	270	$70.00	$18,900.00
2.02	Excavation, Class 10	CY	660	$20.00	$13,200.00
2.03	Subgrade Preparation, 6" Depth	SY	3,960	$3.00	$11,880.00
2.04	Subgrade Treatment, Geogrid, Triangular, Type 3	SY	990	$5.00	$4,950.00
2.05	Subbase, Modified, Virgin Aggregate, 6" Depth	SY	3,960	$12.50	$49,500.00
2.06	Compaction Testing	LS	1	$1,629.00	$1,629.00
	SEWERS AND DRAINS				
4.01	Subdrain, Corrugated PVC, Type 2, 8" Diameter	LF	1,440	$30.00	$43,200.00
4.02	Subdrain Cleanout, Type B, 24" Diameter	EA	2	$1,800.00	$3,600.00
4.03	Subdrain Outlets and Connections, PVC, 8" Diameter	EA	10	$450.00	$4,500.00
	WATER MAINS AND APPURTENANCES				
5.01	Valve Box Replacement	EA	2	$850.00	$1,700.00
	STRUCTURES FOR SANITARY AND STORM SEWERS				
6.01	Intake, Type SW-501, 3'-0" x 2'-0"	EA	1	$3,750.00	$3,750.00
6.02	Intake, Type SW-503, 3'-0" x 6'-0"	EA	1	$5,200.00	$5,200.00
6.03	Intake, Type SW-505, 6'-8" x 2'-0"	EA	1	$5,600.00	$5,600.00
6.04	Manhole Adjustment, Sanitary, Minor, Self-Level Casting	EA	1	$2,500.00	$2,500.00
6.05	Manhole Adjustment, Sanitary, Minor, Two Piece Casting	EA	1	$2,500.00	$2,500.00
6.06	Manhole Adjustment, Storm, Minor, Two Piece Casting	EA	8	$2,500.00	$20,000.00
6.07	Intake Adjustment, Minor	EA	6	$2,500.00	$15,000.00

6.08	Intake Adjustment, Major	EA	1	$3,500.00	$3,500.00
6.09	Remove Intake	EA	4	$750.00	$3,000.00
6.10	Intake, Type SW-503, Partial Rebuild - 48" Depth	EA	1	$5,200.00	$5,200.00
	STREETS AND RELATED WORK				
7.01	Pavement, PCC, Class C-SUD, 7" Thick	SY	890	$72.00	$64,080.00
7.02	Pavement, PCC, Class C-SUD, 8" Thick	SY	2,450	$78.00	$191,100.00
7.03	Plastic Concrete Testing	LS	1	$5,007.00	$5,007.00
7.04	Removal of Sidewalk	SY	230	$15.00	$3,450.00
7.05	Removal of Driveway	SY	175	$15.00	$2,625.00
7.06	Sidewalk, PCC, Class C, 4" Thick	SY	135	$55.00	$7,425.00
7.07	Sidewalk, PCC, Class C, 6" Thick	SY	85	$75.00	$6,375.00
7.08	Detectable Warnings, Galvanized Steel	SF	96	$60.00	$5,760.00
7.09	Driveway, Paved, PCC, Class C, Type A Residential, 6" Thick	SY	175	$65.00	$11,375.00
7.10	Subbase Over-excavation, 6" Depth	SY	396	$12.50	$4,950.00
7.11	Pavement Removal	SY	3,340	$12.00	$40,080.00
	TRAFFIC CONTROL				
8.01	Temporary Traffic Control	LS	1	$6,750.00	$6,750.00
8.02	Portable Dynamic Message Sign (PDMS)	CDAY	10	$150.00	$1,500.00
8.03	Traffic Signs, No Parking (R8-3), 12" x 12"	EA	2	$300.00	$600.00
8.04	U-Shaped Rail Steel Posts	EA	2	$175.00	$350.00
	SITE WORK AND LANDSCAPING				
9.01	Conventional Seeding and Fertilizing, Type 1	AC	1	$2,750.00	$1,375.00
9.02	Conventional Seeding and Fertilizing, Type 4	AC	1	$1,750.00	$875.00
9.03	Erosion Control Mulching, Hydromulching, BFM	AC	1	$3,500.00	$3,500.00
9.04	Inlet Protection Device, Surface-applied	EA	11	$50.00	$550.00
9.05	Inlet Protection Device, Drop-in	EA	11	$155.00	$1,705.00
9.06	Inlet Protection Device, Maintenance	EA	11	$20.00	$220.00
	MISCELLANEOUS				
11.01	Mobilization	LS	1	$41,610.00	$41,610.00
11.02	Maintenance of Postal Service	LS	1	$1,830.00	$1,830.00

11.03	Maintenance of Solid Waste Collection	LS	1	$3,900.00	$3,900.00
11.04	Temporary Pedestrian Ramp	EA	8	$1,750.00	$14,000.00
11.05	Concrete Washout, Roll-off Container	LS	1	$1,800.00	$1,800.00

TOTAL CONTRACT AMOUNT = $ 642,101.00

Bond No. NIA4135

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, All Star Concrete LLC, as Principal (hereinafter the "Contractor" or "Principal") and _____ Merchants National Bonding, Inc., as Surety, are held and firmly bound unto the **City of Ankeny, Iowa**, as Obligee, (hereinafter referred to as the "Jurisdiction"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of Six Hundred Forty-Two Thousand One Hundred and One and 00/100 DOLLARS ($642,101.00), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives, and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Jurisdiction, bearing date the 6th day of February, 2023, (hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvement:

2023 PCC RECONSTRUCTION PROGRAM – SE 8TH STREET

The 2023 PCC Reconstruction Program – SE 8th Street project includes pavement reconstruction and minor utility improvements along SE 8th Street from just west of SE Rio Circle/SE Richland Court to just west of SE Michael Drive in the City of Ankeny.

The construction improvements include the slip-form paving of approximately 3,000 SY of 8" thick PCC Class C-SUD street pavement, along with approximately 225 SY of 7" thick PCC Class C-SUD intersection handwork, and 175 SY of 6" thick PCC Class C residential driveways. Other associated improvements include Class 10 excavation, subgrade preparation, modified subbase placement, subdrain installation, removal and replacement of storm sewer structures, minor and major adjustments to existing storm sewer and sanitary sewer structures, surface restoration, temporary traffic control, mobilization, and miscellaneous associated work necessary to complete the project.

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents.

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

1. PERFORMANCE: The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvement, and shall indemnify and save harmless the Jurisdiction from all outlay and expense incurred by the Jurisdiction by reason of the Contractor's default or failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.

2. PAYMENT: The Contractor and the Surety on this Bond are hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the Jurisdiction is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.

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

   A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of **four (4)** years from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;

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

   C. To pay the Jurisdiction's reasonable costs of monitoring and inspecting to assure that any defects are remedied, and to repair the Jurisdiction all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

4. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

   A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;

   B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than 20% of the total contract price, and that this Bond shall then be released as to such excess increase; and

   C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

   D. That no provision of this Bond or of any other contract shall be valid which limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.

E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Jurisdiction including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorneys' fees (including overhead expenses of the Jurisdiction's staff attorneys), and all costs and expenses of litigation as they are incurred by the Jurisdiction. It is intended the Contractor and Surety will defend and indemnify the Jurisdiction on all claims made against the Jurisdiction on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Jurisdiction will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Jurisdiction incurs any "outlay and expense" in defending itself against any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Jurisdiction whole for all such outlay and expense, provided that the Surety's obligation under this Bond shall not exceed 125% of the penal sum of this Bond.

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be **Polk** County, State of Iowa. If legal action is required by the Jurisdiction to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Jurisdiction, the Contractor and the Surety agree, jointly and severally, to pay the Jurisdiction all outlay and expense incurred therefor by the Jurisdiction. All rights, powers, and remedies of the Jurisdiction hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Jurisdiction, by law. The Jurisdiction may proceed against Surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all of the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a word, term, or phase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

Witness our hands, in triplicate, this 6th day of February, 2023.

PRINCIPAL:

All Star Concrete, LLC
Contractor

By _____
Signature

SR. PROJECT MANAGER
Title

SURETY:

Merchants National Bonding, Inc.
Surety Company

By _____
Signature Attorney-in-Fact Officer

Cindy Bennett, Attorney-in-fact
Printed Name of Attorney-in-Fact Officer

Holmes, Murphy and Associates, LLC
Company Name

2727 Grand Prairie Parkway
Company Address

Waukee, IA 50263
City, State, Zip Code

(515) 223-6800
Company Telephone Number

NOTE:

1. **All signatures on this Performance, Payment, and Maintenance Bond must be original signatures in ink; copies, facsimiles, or electronic signatures will not be accepted.**
2. **This Bond must be sealed with the Surety's raised, embossing seal.**
3. **The Certificate or Power of Attorney accompanying this Bond must be valid on its face and sealed with the Surety's raised, embossing seal.**
4. **The name and signature of the Surety's Attorney-in-Fact/Officer entered on this Bond must be exactly as listed on the Certificate or Power of Attorney accompanying this Bond.**

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

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

Anne Crowner; Ben Williams; Brian M Deimerly; Cameron M Burt; Cindy Bennett; Craig E Hansen; D Gregory Stitts; Dione R Young; Donald E Appleby; Douglas Muth; Ginger Hoke; Grace Rasmussen; Greg Krier; Jay D Freiermuth; Jennifer Marino; Jessica Jean Rini; Jessie Allen; Joe Tiernan; John Cord; Kate L Fineran; Mark R DeWitt; Mark Sweigart; Michelle R Gruis; Sara Huston; Sarah C Brown; Seth D Rooker; Stacy Venn; Tim McCulloh; Todd Bengford

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

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

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

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

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

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

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 27th day of December , 2022 .

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

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 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.

NOTARIAL SEAL IOWA
Kim Lee
Commission Number 702737
My Commission Expires
April 14, 2024

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 6th day of February , 2023 .

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0018 (10/22)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/01/2023

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

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

PRODUCER 1-800-247-7756 Holmes Murphy & Associates - WDM PO Box 9207 Des Moines, IA 50306-9207	CONTACT NAME: Sarah Tritz PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: stritz@holmesmurphy.com
INSURED All Star Concrete LLC 4989 NW Johnston Dr. Johnston, IA 50131-0394	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Integrity Insurance Company — 14303 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 67759364 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [X] PRO-JECT [X] LOC OTHER:			CPP2851080	03/13/22	03/13/23	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			CA2778814	03/13/22	03/13/23	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			CUP2778818	03/13/22	03/13/23	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] N/A (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WCP2778816	03/13/22	03/13/23	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

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

RE: 2023 PCC Reconstruction Program - SE 8th Street
Additional Insured (CGL): City of Ankeny, as required by written contract with the insured, per policy terms and conditions.

CERTIFICATE HOLDER

City of Ankeny

1210 Prairie Ridge Drive

Ankeny, IA 50023 USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Steven J. Probst

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ANKENY CITY COUNCIL

City Council Agenda

February 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:
Municipal Utilities	Upgrade Essential Infrastructure

ACTION REQUESTED:

Public Hearing

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

PH 2023-10: Proposed S. Ankeny Blvd. Transmission Main Project

EXECUTIVE SUMMARY:

The S. Ankeny Blvd. Transmission Main project includes the installation of approximately 5,400 lineal feet of 24-inch diameter transmission main from SW Magazine Road to SW Oralabor road along the west side of S. Ankeny Blvd.

The construction improvements include the installation of approximately 5,400 lineal feet of 24" diameter transmission main utilizing trenched and trenchless construction methods as well as water main connections, valves, hydrants, erosion control, surface restoration, and other miscellaneous work.

The bid opening for this project was held on Tuesday, January 31, 2023. Seven (7) bids were received as follows:

1. Granite Excavating $2,649,525.00

2. Progressive Structures $2,676,237.00

3. On Track Construction, LLC $2,812,575.00

4. Vanderpool Construction, Inc. $3,029,595.00

5. GM Contracting, Inc. $3,085,504.63

6. Rognes Corporation $3,152,545.00

7. Synergy Contracting, LLC $3,182,831.00

The Engineer's Estimate for the project was $2,500,000.00. The bids ranged from approximately 6% above to 27% above the estimate. The City reviewed the bid results both internally and with the project's engineering consultant. We have checked references of the low bidding contractor and they are a relatively new company. They have completed work as a subcontractor to Absolute on the NW 18th Street project where they completed the utility work. Their other company is Wenthold Excavating and they have completed projects as a subcontractor on a few projects in Ankeny including the Four Mile Box Culvert and SE 3rd after Priority. They have been very good to work with and very responsive. It is recommended that the project be awarded to Granite Excavating, of Polk City, Iowa.

Pending project approval and award by the City Council, the contractor will have 164 working days to complete the work with a start date of no later than April 17, 2023.

FISCAL IMPACT: **No**

This project is included in the City's current Capital Improvements Program with construction scheduled for 2023.

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the Council take the following action:

1. Hold a hearing on the proposed Contract Documents (plans, specifications, and form of contract) and estimated cost ($2,500,000.00).

2. Approve Resolution, adopting said plans, specifications, form of contract, and estimated cost for the S. Ankeny Blvd. Transmission Main Project.

3. Receive and file the report of bids received on January 31, 2023.

4. Approve Resolution, making award of construction contract to Granite Excavating, of Polk City, Iowa.

5. Approve Resolution, approving contract and bonds with Granite Excavating, in the amount of $2,649,525.00.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

January 3, 2023: The City Council approved a Resolution ordering construction and setting the bid opening date as January 31, 2023, and setting the public hearing date as February 6, 2023.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to close Public Hearing 2023-10.

ADDITIONAL INFORMATION:

ATTACHMENTS:

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

PUBLIC HEARING 2023-10 **5:30 P.M.** **FEBRUARY 6, 2023**

PROPOSED S. ANKENY BOULEVARD TRANSMISSION MAIN

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 S. Ankeny Boulevard Transmission Main project. Notice of this hearing was published in the Des Moines Register on the 20th day of January, 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, Don Clark, Municipal Utilities Director, provide a report to the Council on said project."

After Report:

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

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

- Consider **MOTION** to close Public Hearing 2023-10.

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 S. ANKENY BLVD TRANSMISSION MAIN", 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 S. ANKENY BLVD TRANSMISSION MAIN

WHEREAS, on the **3rd** day of **January**, **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 S. Ankeny Blvd Transmission Main; 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 February, 2023.

_____

Mayor

ATTEST:

_____

City Clerk

city of Ankeny
bringing it all together

REC'D & FILED
BY CITY COUNCIL
2/6/23

BID LETTING **10:30 A.M.** **JANUARY 31, 2023**

S. ANKENY BOULEVARD TRANSMISSION MAIN

The purpose of this meeting is to receive, open and tabulate bids for construction of the S. Ankeny Boulevard Transmission Main project in accordance with the Plans and Specifications prepared by SEH, Inc.

Don Clark, Municipal Utilities Director

Project Estimate of Cost $ 2,500,000

	Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (one) Acknowledged
1)	✓	Progressive Structures 315 Commercial Ave Luxemberg, IA 52056	2,676,237.00	✓
2)	✓	On Track Construction LLC 1435 West F Ave Nevada, IA 50201	2,812,575.00	✓
* 3)	✓	Granite Excavating 1212 E. Walnut St Unit A Elkhart, IA 50073	2,649,525.00	✓
4)	✓	GM Contracting Inc 19810 515th Ave Lake Crystal, MN 56055	3,085,504.63	✓
5)	✓	Synergy Contracting LLC 7481 US 69 Des Moines, IA 50320	3,182,831.00	✓
6)	✓	Vanderpool Construction Inc 1100 N. 14th St. Indianola, IA 50125	3,039,595.00	✓

*Apparent Low Bidder

Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (one) Acknowledged
7) ✓	Rognes Corp. 1609 N. Ankeny Blvd Ste. 210 Ankeny IA 50023	3,152,545 ea.	✓
8)			
9)			
10)			
11)			
12)			
13)			

*Apparent Low Bidder

Bids will be reviewed and further action taken by the City Council at their next regular meeting of February 6, 2023 at 5:30 P.M.

Donald Clark

Don Clark, Municipal Utilities Director

ATTEST:

Michelle Yuska

Michelle Yuska, City Clerk

TABULATION OF BIDS

S Ankeny Blvd Transmission Main	Engineer's Estimate	Granite Excavating	Progressive Structures LLC	On Track Construction, LLC
City of Ankeny, Iowa		111 S Second St	315 Commercial Ave PO Box 170	1435 West F Ave
SEH No. ANKMU 165980		Polk City, IA 50226	Luxemburg, IA 52056	Nevada, IA 50201
Bid Date: 10:30 a.m., January 31, 2023	$2,500,000.00	$2,649,525.00	$2,676,237.00	$2,812,578.00

BASE BID

Item No.	Item	Unit	Est. Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	REMOVAL OF KNOWN PIPE CULVERT, CMP, 18"	LF	30	$25.00	$750.00	$32.00	$960.00	$36.00	$1,080.00	$80.00	$2,400.00
2	REMOVAL AND REINSTALL OF CULVERT, RCP, 24"	LF	10	$125.00	$1,250.00	$78.00	$780.00	$180.00	$1,800.00	$300.00	$3,000.00
3	REMOVAL AND REINSTALL OF CULVERT, RCP, 42"	LF	20	$150.00	$3,000.00	$80.00	$1,600.00	$180.00	$3,600.00	$350.00	$7,000.00
4	TRENCH FOUNDATION	TON	900	$45.00	$40,500.00	$43.00	$38,700.00	$65.00	$58,500.00	$58.00	$52,200.00
5	WATER MAIN, TRENCHED, PVC, 12"	LF	30	$155.00	$4,650.00	$122.00	$3,660.00	$150.00	$4,500.00	$265.00	$7,950.00
6	WATER MAIN, TRENCHED, PVC, 24"	LF	4,475	$315.00	$1,409,625.00	$348.00	$1,557,300.00	$340.00	$1,521,500.00	$334.00	$1,494,650.00
7	WATER MAIN, TRENCHED, DI, 24"	LF	70	$325.00	$22,750.00	$322.00	$22,540.00	$370.00	$25,900.00	$525.00	$36,750.00
8	WATER MAIN, TRENCHLESS, PVC, 24"	LF	522	$510.00	$266,220.00	$609.00	$317,898.00	$760.00	$396,720.00	$620.00	$323,640.00
9	WATER MAIN WITH EXISTING CASING PIPE, TRENCHLESS, PVC, 24"	LF	273	$300.00	$81,900.00	$587.00	$160,251.00	$50.00	$13,650.00	$530.00	$144,690.00
10	WATER MAIN WITH CASING PIPE, TRENCHLESS, PVC, 24"	LF	80	$1,375.00	$110,000.00	$1,445.00	$115,600.00	$1,750.00	$140,000.00	$2,200.00	$176,000.00
11	VALVE, GATE, 24"	EA	1	$25,000.00	$25,000.00	$39,850.00	$39,850.00	$42,500.00	$42,500.00	$45,000.00	$45,000.00
12	TAPPING VALVE ASSEMBLY, 24" x 24"	EA	1	$15,000.00	$15,000.00	$63,890.00	$63,890.00	$70,500.00	$70,500.00	$75,000.00	$75,000.00
13	TAPPING VALVE ASSEMBLY, 12" x 12"	EA	1	$10,000.00	$10,000.00	$10,260.00	$10,260.00	$18,000.00	$18,000.00	$22,750.00	$22,750.00
14	FIRE HYDRANT ASSEMBLY	EA	6	$9,000.00	$54,000.00	$11,500.00	$69,000.00	$14,250.00	$85,500.00	$11,250.00	$67,500.00
15	FIRE HYDRANT ASSEMBLY AT STA. 304+78.00	EA	1	$10,000.00	$10,000.00	$10,980.00	$10,980.00	$17,500.00	$17,500.00	$12,500.00	$12,500.00
16	REMOVAL OF RECREATIONAL TRAIL	SY	1,380	$15.00	$20,700.00	$20.00	$27,600.00	$17.00	$23,460.00	$7.00	$9,660.00
17	RECREATIONAL TRAIL, PCC	SY	1,350	$80.00	$108,000.00	$65.00	$87,750.00	$60.00	$81,000.00	$65.00	$87,750.00
18	RECREATIONAL TRAIL, HMA	SY	30	$100.00	$3,000.00	$65.00	$1,950.00	$375.00	$11,250.00	$325.00	$9,750.00
19	GRANULAR SURFACING, CLASS A ROADSTONE	TON	325	$25.00	$8,125.00	$35.00	$11,375.00	$45.00	$14,625.00	$41.50	$13,487.50
20	TEMPORARY TRAFFIC CONTROL	LS	1	$46,000.00	$46,000.00	$20,370.00	$20,370.00	$24,000.00	$24,000.00	$26,000.00	$26,000.00
21	CONVENTIONAL SEEDING AND FERTILIZING, TYPE 6	AC	5.3	$5,000.00	$26,500.00	$2,885.00	$15,290.50	$4,000.00	$21,200.00	$3,280.00	$17,384.00
22	CONVENTIONAL SEEDING, TYPE 4	AC	5.3	$3,000.00	$15,900.00	$1,575.00	$8,347.50	$600.00	$3,180.00	$505.00	$2,676.50
23	WATTLE, 9"	LF	1,000	$6.00	$6,000.00	$2.00	$2,000.00	$2.10	$2,100.00	$1.80	$1,800.00
24	WATTLE, REMOVAL	LF	1,000	$1.00	$1,000.00	$0.30	$300.00	$0.30	$300.00	$0.30	$300.00
25	SILT FENCE	LF	2,600	$6.00	$15,600.00	$2.00	$5,200.00	$2.10	$5,460.00	$1.80	$4,680.00
26	SILT FENCE, REMOVAL	LF	2,600	$1.00	$2,600.00	$0.30	$780.00	$0.12	$312.00	$0.10	$260.00
27	EROSION CONTROL MULCHING, HYDROMULCHING	AC	10.5	$3,000.00	$31,500.00	$2,885.00	$30,292.50	$4,200.00	$44,100.00	$3,600.00	$37,800.00
28	MOBILIZATION	LS	1.0	$161,000.00	$161,000.00	$25,000.50	$25,000.50	$44,000.00	$44,000.00	$130,000.00	$130,000.00
TOTAL BASE BID PRICE					**$2,500,000.00**		**$2,649,525.00**		**$2,676,237.00**		**$2,812,578.00**

means corrected amount

I hereby certify that this is a true and correct tabulation of bids received on January 31, 2023 for the S Ankeny Blvd Transmission Main project.

Katrina L. Kinsey, P.E. License No. 21084 1/31/2023 Date

SEH

TABULATION OF BIDS

S Ankeny Blvd Transmission Main	Vanderpool Construction, Inc	GM Contracting	Rognes Corp	Synergy Contracting, LLC
City of Ankeny, Iowa	1100 N. 14th St	19810 515th Ave	1609 N Ankeny Blvd, Ste 210	7481 US 69
SEH No. ANKMU 165980	Indianola, IA 50125	Lake Crystal, MN 56055	Ankeny, IA 50023	Des Moines, IA 50320
Bid Date: 10:30 a.m., January 31, 2023	$3,029,595.00	$3,085,504.63	$3,152,545.00	$3,182,831.00

BASE BID

Item No.	Item	Unit	Est. Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	REMOVAL OF KNOWN PIPE CULVERT, CMP, 18"	LF	30	$45.00	$1,350.00	$95.29	$2,858.70	$50.00	$1,500.00	$30.00	$900.00
2	REMOVAL AND REINSTALL OF CULVERT, RCP, 24"	LF	10	$265.00	$2,650.00	$624.26	$6,242.60	$425.00	$4,250.00	$138.00	$1,380.00
3	REMOVAL AND REINSTALL OF CULVERT, RCP, 42"	LF	20	$485.00	$9,700.00	$266.92	$5,338.40	$695.00	$13,900.00	$150.00	$3,000.00
4	TRENCH FOUNDATION	TON	900	$40.00	$36,000.00	$26.26	$23,634.00	$68.00	$61,200.00	$44.00	$39,600.00
5	WATER MAIN, TRENCHED, PVC, 12"	LF	30	$130.00	$3,900.00	$194.76	$5,842.80	$285.00	$8,550.00	$260.00	$7,800.00
6	WATER MAIN, TRENCHED, PVC, 24"	LF	4,475	$395.00	$1,767,625.00	$391.16	$1,750,441.00	$415.00	$1,857,125.00	$435.50	$1,948,862.50
7	WATER MAIN, TRENCHED, DI, 24"	LF	70	$305.00	$21,350.00	$559.98	$39,198.60	$596.00	$41,720.00	$441.00	$30,870.00
8	WATER MAIN, TRENCHLESS, PVC, 24"	LF	522	$650.00	$339,300.00	$606.76	$316,728.72	$690.00	$360,180.00	$609.00	$317,898.00
9	WATER MAIN WITH EXISTING CASING PIPE, TRENCHLESS, PVC, 24"	LF	273	$435.00	$118,755.00	$435.98	$119,022.54	$500.00	$136,500.00	$591.50	$161,479.50
10	WATER MAIN WITH CASING PIPE, TRENCHLESS, PVC, 24"	LF	80	$1,600.00	$128,000.00	$1,932.71	$154,616.80	$1,500.00	$120,000.00	$1,309.00	$104,720.00
11	VALVE, GATE, 24"	EA	1	$41,000.00	$41,000.00	$43,317.38	$43,317.38	$48,000.00	$48,000.00	$48,580.00	$48,580.00
12	TAPPING VALVE ASSEMBLY, 24" x 24"	EA	1	$73,000.00	$73,000.00	$61,599.81	$61,599.81	$82,500.00	$82,500.00	$86,940.00	$86,940.00
13	TAPPING VALVE ASSEMBLY, 12" x 12"	EA	1	$15,000.00	$15,000.00	$17,800.81	$17,800.81	$18,500.00	$18,500.00	$22,575.00	$22,575.00
14	FIRE HYDRANT ASSEMBLY	EA	6	$15,000.00	$90,000.00	$14,882.34	$89,294.04	$16,000.00	$96,000.00	$18,620.00	$111,720.00
15	FIRE HYDRANT ASSEMBLY AT STA. 304+78.00	EA	1	$14,000.00	$14,000.00	$15,314.91	$15,314.91	$18,500.00	$18,500.00	$16,310.00	$16,310.00
16	REMOVAL OF RECREATIONAL TRAIL	SY	1,380	$15.00	$20,700.00	$7.98	$11,012.40	$18.00	$24,840.00	$14.00	$19,320.00
17	RECREATIONAL TRAIL, PCC	SY	1,350	$66.00	$89,100.00	$65.00	$87,750.00	$78.00	$105,300.00	$71.50	$96,525.00
18	RECREATIONAL TRAIL, HMA	SY	30	$275.00	$8,250.00	$311.00	$9,330.00	$300.00	$9,000.00	$280.50	$8,415.00
19	GRANULAR SURFACING, CLASS A ROADSTONE	TON	325	$70.00	$22,750.00	$25.25	$8,206.25	$60.00	$19,500.00	$40.00	$13,000.00
20	TEMPORARY TRAFFIC CONTROL	LS	1	$22,000.00	$22,000.00	$30,100.00	$30,100.00	$32,000.00	$32,000.00	$12,000.00	$12,000.00
21	CONVENTIONAL SEEDING AND FERTILIZING, TYPE 6	AC	5.3	$1,830.00	$9,699.00	$1,750.00	$9,275.00	$2,850.00	$15,105.00	$1,920.00	$10,176.00
22	CONVENTIONAL SEEDING, TYPE 4	AC	5.3	$470.00	$2,491.00	$450.00	$2,385.00	$250.00	$1,325.00	$500.00	$2,650.00
23	WATTLE, 9"	LF	1,000	$2.20	$2,200.00	$2.15	$2,150.00	$2.25	$2,250.00	$2.50	$2,500.00
24	WATTLE, REMOVAL	LF	1,000	$0.40	$400.00	$0.40	$400.00	$0.25	$250.00	$0.50	$500.00
25	SILT FENCE	LF	2,600	$1.75	$4,550.00	$1.70	$4,420.00	$2.25	$5,850.00	$2.25	$5,850.00
26	SILT FENCE, REMOVAL	LF	2,600	$0.25	$650.00	$0.25	$650.00	$0.25	$650.00	$0.50	$1,300.00
27	EROSION CONTROL MULCHING, HYDROMULCHING	AC	10.5	$3,350.00	$35,175.00	$3,200.00	$33,600.00	$4,100.00	$43,050.00	$3,520.00	$36,960.00
28	MOBILIZATION	LS	1.0	$150,000.00	$150,000.00	$234,974.87	$234,974.87	$25,000.00	$25,000.00	$71,000.00	$71,000.00
TOTAL BASE BID PRICE					**$3,029,595.00**		**$3,085,504.63**		**$3,152,545.00**		**$3,182,831.00**

means corrected amount

Council Member _____ introduced the following Resolution entitled "RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE S. ANKENY BLVD TRANSMISSION MAIN", 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 S. ANKENY BLVD TRANSMISSION MAIN

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 S. Ankeny Blvd Transmission Main, described in the plans and specifications heretofore adopted by this Council on February 6, 2023, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

Contractor: **Granite Excavating** of **Polk City, Iowa**

Amount of bid: **$2,649,525.00**

Portion of project: All construction work

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

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

_____
Mayor

ATTEST:

_____
City Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND FOR THE S. ANKENY BLVD TRANSMISSION MAIN", 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 S. ANKENY BLVD TRANSMISSION MAIN

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 S. Ankeny Blvd Transmission Main, 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: **Granite Excavating** of **Polk City, Iowa**

Amount of bid: **$2,649,525.00**

Bond surety: _____

Date of bond: _____

Portion of project: All construction work

PASSED AND APPROVED this **6th** day of **February**, 2023.

_____
Mayor

ATTEST:

_____
City Clerk

city of Ankeny
bringing it all together

South Ankeny Boulevard Transmission Main 2023

W S E N

1 in = 600 ft

Date: 10/4/2021

DEPARTMENT OF PUBLIC WORKS

DIVISION OF ENGINEERING

ANKENY CITY COUNCIL

City Council Agenda

February 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:
Municipal Utilities	Upgrade Essential Infrastructure

ACTION REQUESTED:

Public Hearing

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

PH 2023-11: Proposed North Four Mile Creek Trunk Sewer Project

EXECUTIVE SUMMARY:

The North Four Mile Creek Trunk Sewer project will extend a 30-inch diameter sanitary sewer west/northwest along NE 54th Street to N. Ankeny Blvd, and then it will continue north along N. Ankeny Blvd. for approximately 2700 lineal feet to the end of the project.

The construction improvements include the installation of approximately 420 lineal feet of 18-inch sanitary sewer, 3800 lineal feet of 30-inch sanitary sewer with trenched and trenchless methods, 13 - 60-inch manholes, clearing and grubbing, erosion control, surface restoration, and other miscellaneous work necessary to complete the project.

The bid opening for this project was held on Tuesday, January 31, 2023. Four (4) bids were received as follows:

1. Minger Construction Co., Inc. $4,017,630.00

2. Rognes Corporation $4,724,665.00

3. S.J. Louis Construction, Inc. $4,896,953.00

4. Synergy Contracting, LLC $7,235,134.00

The Engineer's Estimate for the project was $2,555,345.00. The bids ranged from approximately 57% above to 183% above the estimate. The City reviewed the bid results both internally and with the project's engineering consultant. Staff also contacted several contractors that were listed as plan holders for this project. Some of the details we discovered included the following:

- The bids received were substantially higher than expected with just a few actual contractors that bid the project.

- The number of working days allowed for the project was a concern with all of the planned trenchless construction

- Pricing of pipe materials are still very volatile. In fact, pricing for most pipe material just went up within the last 30 days.

- Several contractors were too busy to review plans and submit a bid.

- The bids provided significantly exceeds the amount of funding allocated in the 2022 Capital Improvements Program.

The North Four Mile Creek Trunk Sewer project is considered a high priority project for the City of Ankeny. However, given the bid results and the feedback provided by the contractors following the bid, it is recommended that the bids be rejected at this time.

If City Council concurs with the recommendation, Municipal Utilities Staff will prepare a reduced project length and repackage the project to be re-bid with construction to follow yet this summer. We will eliminate the northern portion of the project which will hopefully yield more contractors to bid on the project and we will provide the same amount of working days to eliminate concerns of not enough time to complete the project without incurring liquid damages. The portion of the project removed would be added into the future Capital Improvement Program.

FISCAL IMPACT: **No**

This project is included in the City's current Capital Improvements Program with construction scheduled for 2023.

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the Council take the following action:

1. Hold a hearing on the proposed Contract Documents (plans, specifications, and form of contract) and

estimated cost ($2,555,345.00).

2. Approve Resolution, adopting said plans, specifications, form of contract, and estimated cost for the North Four Mile Creek Trunk Sewer Project.

3. Receive and file the report of bids received on January 31, 2023.

4. Approve Resolution for rejection of the bids.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

January 3, 2023: The City Council approved a Resolution ordering construction and setting the bid opening date as January 31, 2023, and setting the public hearing date as February 6, 2023.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to close Public Hearing 2023-11.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
PH Coversheet
RES - plans, specs
Bid Sheet
Bid Tabulation
RES - rejecting bids
Project Location Map

PUBLIC HEARING 2023-11 **5:30 P.M.** **FEBRUARY 6, 2023**

PROPOSED NORTH FOUR MILE CREEK TRUNK SEWER

Mayor:

This is the time and place for a public hearing on the matter of the adoption of plans, specifications, form of contract and estimate of cost for construction of certain public improvements described in general as construction of the North Four Mile Creek Trunk Sewer project. Notice of this hearing was published in the Des Moines Register on the 20th day of January, 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, Don Clark, Municipal Utilities Director, provide a report to the Council on said project."

After Report:

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

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

- Consider **MOTION** to close Public Hearing 2023-11.

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

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

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE NORTH FOUR MILE CREEK TRUNK SEWER

WHEREAS, on the **3rd** day of **January, 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 North Four Mile Creek Trunk Sewer; 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 February, 2023.

_____

Mayor

ATTEST:

_____

City Clerk

city of Ankeny
bringing it all together

REC'D & FILED
BY CITY COUNCIL
2/6/23

BID LETTING **10:30 A.M.** **JANUARY 31, 2023**

NORTH FOUR MILE CREEK TRUNK SEWER

The purpose of this meeting is to receive, open and tabulate bids for construction of the North Four Mile Creek Trunk Sewer project in accordance with the Plans and Specifications prepared by Foth, LLC.

Don Clark, Municipal Utilities Director

Project Estimate of Cost $ 2,555,345.00

	Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (two) Acknowledged
* 1)	✓	Minger Construction Co Inc 620 Corporate Drive Jordan, MN 55352	4,017,630.00	✓
2)	✓	S.J. Louis Construction Inc 1351 Broadway Street W Rockville, MN 56369-0459	4,896,953.00	✓
3)	✓	Synergy Contracting LLC 7481 US 69 Des Moines, IA 50320	7,235,134.00	✓
4)	✓	Rognes Corp. 1609 N. Ankeny Blvd Ste 210 Ankeny IA 50023	4,724,665.00	✓
5)				
6)				

*Apparent Low Bidder

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

*Apparent Low Bidder

Bids will be reviewed and further action taken by the City Council at their next regular meeting of February 6, 2023 at 5:30 P.M.

Donald Clark

Don Clark, Municipal Utilities Director

ATTEST:

Michelle Yuska

Michelle Yuska, City Clerk

Tabulation of Bids

Ankeny, IA

North Four Mile Creek Trunk Sewer

Foth Project Number: 22A004.00

Bid Date: Tuesday, January 31, 2023 at 10:30 am

ITEM NO.	ITEM CODE	ITEM DESCRIPTION	UNIT	QUANTITY	Engineer's Opinion of Cost		Minger Construction Co. Inc. Jordan, MN		Rognes Corp. Ankeny, IA		S.J. Louis Construction Inc. Rockville, MN		Synergy Contracting, LLC Des Moines, IA	
					UNIT PRICE	SUBTOTAL	UNIT PRICE	SUBTOTAL	UNIT PRICE	SUBTOTAL	UNIT PRICE	SUBTOTAL	UNIT PRICE	SUBTOTAL
DIVISION 2 - EARTHWORK, SUBGRADE AND SUBBASE														
2.1	2010-C-1000	CLEARING AND GRUBBING	ACRE	7.3	$ 10,000.00	$ 73,000.00	$ 3,950.00	$ 28,835.00	$ 4,500.00	$ 32,850.00	$ 4,500.00	$ 32,850.00	$ 7,000.00	$ 51,100.00
DIVISION 4 - SEWERS AND DRAINS														
4.1	4010-A-1118	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 18 IN.	LF	420	$ 420.00	$ 176,400.00	$ 840.00	$ 352,800.00	$ 985.00	$ 413,700.00	$ 780.00	$ 327,600.00	$ 1,500.00	$ 630,000.00
4.2	4010-A-1130	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 30 IN.	LF	2,291	$ 480.00	$ 1,099,680.00	$ 640.00	$ 1,466,240.00	$ 765.00	$ 1,752,615.00	$ 580.00	$ 1,328,780.00	$ 1,398.00	$ 3,202,818.00
4.3	4010-A-2130	SANITARY SEWER GRAVITY MAIN, TRENCHLESS, PVC, 30 IN.	LF	1,382	$ 500.00	$ 691,000.00	$ 1,025.00	$ 1,416,550.00	$ 1,250.00	$ 1,727,500.00	$ 1,660.00	$ 2,294,120.00	$ 1,398.00	$ 1,932,036.00
4.4	4010-B-2130	SANITARY SEWER GRAVITY MAIN WITH CASING PIPE, TRENCHLESS, PVC, 30 IN.	LF	110	$ 850.00	$ 93,500.00	$ 1,850.00	$ 203,500.00	$ 2,400.00	$ 264,000.00	$ 2,800.00	$ 308,000.00	$ 2,123.00	$ 233,530.00
DIVISION 6 - STRUCTURES FOR SANITARY AND STORM SEWER														
6.1	6010-A-1060	MANHOLE, SANITARY SEWER, SW-301, 60 IN.	EA	13	$ 20,000.00	$ 260,000.00	$ 18,000.00	$ 234,000.00	$ 17,500.00	$ 227,500.00	$ 20,000.00	$ 260,000.00	$ 17,185.00	$ 223,405.00
6.2	6010-G-1000	CONNECTION TO EXISTING SANITARY MANHOLE	EA	1	$ 7,500.00	$ 7,500.00	$ 50,000.00	$ 50,000.00	$ 35,000.00	$ 35,000.00	$ 19,000.00	$ 19,000.00	$ 27,020.00	$ 27,020.00
DIVISION 8 - TRAFFIC SIGNALS AND TRAFFIC CONTROL														
8.1	8030-A-1000	TRAFFIC CONTROL	LS	1	$ 10,000.00	$ 10,000.00	$ 3,000.00	$ 3,000.00	$ 8,000.00	$ 8,000.00	$ 40,000.00	$ 40,000.00	$ 9,800.00	$ 9,800.00
DIVISION 9 - SITE WORK AND LANDSCAPING														
9.1	9010-A-1100	CONVENTIONAL SEEDING & FERTILIZING TYPE 2 (PERMANENT COOL SEASON MIXTURE)	ACRE	6.5	$ 3,000.00	$ 19,500.00	$ 1,200.00	$ 7,800.00	$ 1,300.00	$ 8,450.00	$ 1,050.00	$ 6,825.00	$ 1,750.00	$ 11,375.00
9.2	9010-A-1107	WETLAND SEEDING	ACRE	0.8	$ 5,000.00	$ 4,000.00	$ 2,000.00	$ 1,600.00	$ 2,250.00	$ 1,800.00	$ 1,900.00	$ 1,520.00	$ 2,800.00	$ 2,240.00
9.3	9010-A-1104	CONVENTIONAL SEEDING & FERTILIZING TYPE 4 (URBAN TEMPORARY MIXTURE)	ACRE	7.3	$ 800.00	$ 5,840.00	$ 450.00	$ 3,285.00	$ 250.00	$ 1,825.00	$ 220.00	$ 1,606.00	$ 700.00	$ 5,110.00
9.4	9010-A-1110	MULCHING, BONDED FIBER MATRIX	ACRE	14.6	$ 3,000.00	$ 43,800.00	$ 2,450.00	$ 35,770.00	$ 3,500.00	$ 51,100.00	$ 3,250.00	$ 47,450.00	$ 3,500.00	$ 51,100.00
9.5	9040-D-1000	FILTER SOCK, INSTALLATION	LF	2,500	$ 3.00	$ 7,500.00	$ 2.00	$ 5,000.00	$ 2.00	$ 5,000.00	$ 2.00	$ 5,000.00	$ 3.00	$ 7,500.00
9.6	9040-D-3000	FILTER SOCK, REMOVAL OF DEVICE	LF	2,500	$ 0.25	$ 625.00	$ 0.50	$ 1,250.00	$ 0.05	$ 125.00	$ 0.30	$ 750.00	$ 1.00	$ 2,500.00
9.7	9040-N-1000	SILT FENCE, INSTALLATION	LF	4,000	$ 3.00	$ 12,000.00	$ 1.75	$ 7,000.00	$ 2.00	$ 8,000.00	$ 6.50	$ 26,000.00	$ 2.50	$ 10,000.00
9.8	9040-N-3000	SILT FENCE, REMOVAL OF DEVICE	LF	4,000	$ 0.25	$ 1,000.00	$ 0.25	$ 1,000.00	$ 0.05	$ 200.00	$ 0.12	$ 480.00	$ 0.50	$ 2,000.00
9.9	SPECIAL	SURFACE RESTORATION HAUL ROUTES	LS	1	$ 10,000.00	$ 10,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 50,000.00	$ 50,000.00	$ 35,000.00	$ 35,000.00
DIVISION 11 - MISCELLANEOUS														
11.1	11010-A-1000	CONSTRUCTION SURVEY	LS	1	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 7,000.00	$ 7,000.00	$ 14,000.00	$ 14,000.00	$ 12,600.00	$ 12,600.00
11.2	11020-A-1000	MOBILIZATION	LS	1	$ 20,000.00	$ 20,000.00	$ 175,000.00	$ 175,000.00	$ 175,000.00	$ 175,000.00	$ 132,972.00	$ 132,972.00	$ 786,000.00	$ 786,000.00
TOTAL BASE BID (Items 2.1 to 11.2)						**$ 2,555,345.00**		**$ 4,017,630.00**		**$ 4,724,665.00**		**$ 4,896,953.00**		**$ 7,235,134.00**
				Bid Bond/Check										
				Corrected										

I hereby certify that this is a true and correct tabulation of bids received on January 31, 2023 for the North Four Mile Creek Trunk Sewer.
City of Ankeny , Iowa - Wednesday, February 1, 2023

2/2/23

Blair A. Spotts, P.E. License No. 26397 Date

Foth Infrastructure Environment, LLC
8191 Birchwood Court, Suite L
Johnston, Iowa 50131
Phone: 515.254.1393
Fax: 515.254.1642

Date Prepared: 1/18/2012
Date Printed: 1/18/2012
c:\pw_workdir\pw_ie\bas2\d0564047\
Btab-2023-0131-Ankeny-North Four Mile Creek Trunk Sewer.xlsx

Council Member _____ introduced the following Resolution entitled "RESOLUTION REJECTING BIDS FOR THE NORTH FOUR MILE CREEK TRUNK SEWER", 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 REJECTING BIDS FOR THE NORTH FOUR MILE CREEK TRUNK SEWER

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

WHEREAS, on the **3rd** day of **January,** 2023, plans, specifications, form of contract, estimate of cost and enhancement of payment were filed with the Clerk for the construction of certain public improvements described in general as the North Four Mile Creek Trunk Sewer;

WHEREAS, on January 3, 2023, the Council determined that it was necessary and advisable to construct certain public improvements described in general as the North Four Mile Creek Trunk Sewer;

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

WHEREAS, on January 31, 2023, the date fixed as the date for receiving bids, all bids submitted exceeded the engineer's estimate of cost; and

WHEREAS, the Council has determined it is in the best interest of the City to reject all bids.

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

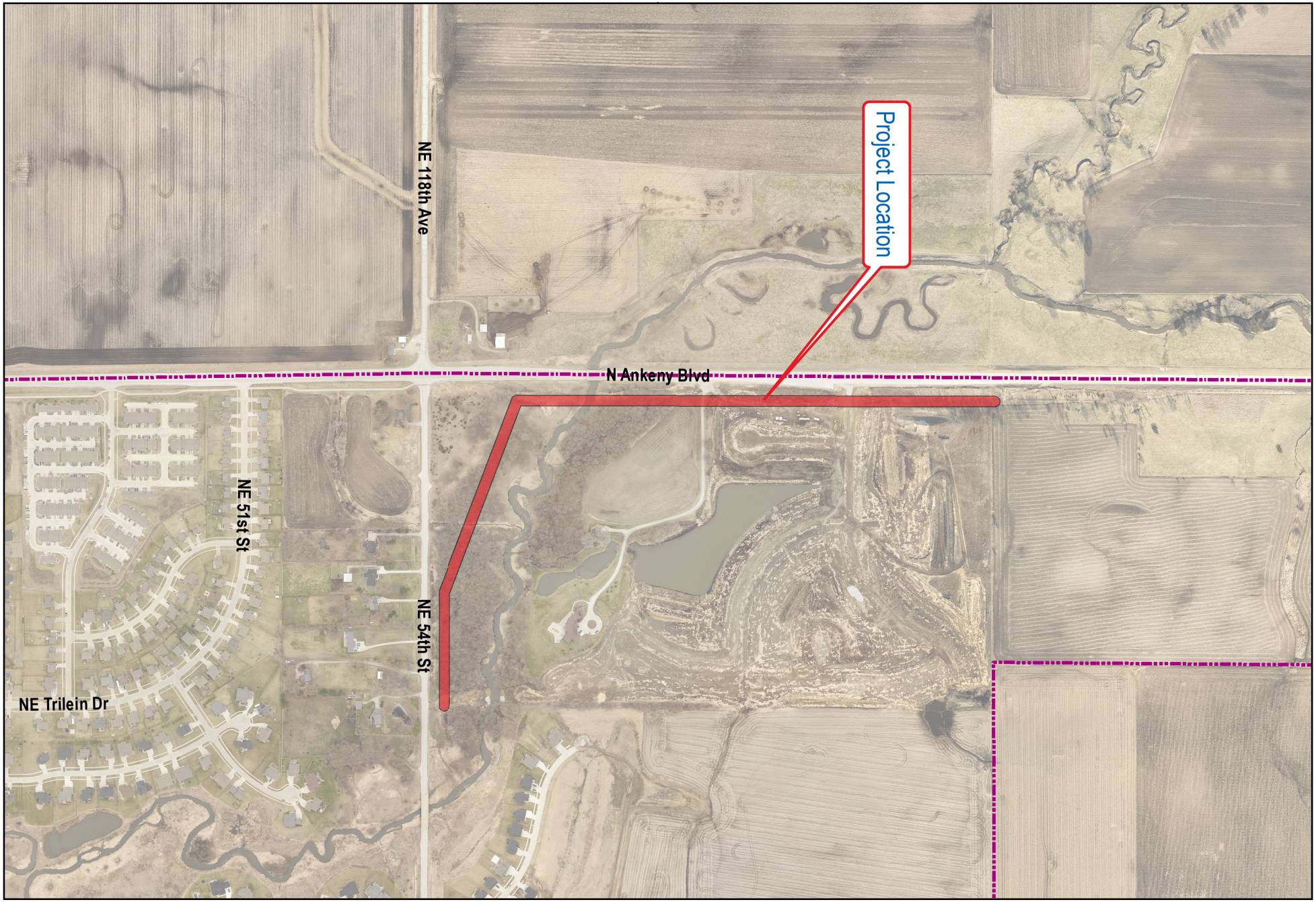
Section 1. That all bids received for the construction of certain public improvements described in general as construction of the North Four Mile Creek Trunk Sewer, be and are hereby rejected.

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

_____
Mayor

ATTEST:

_____
City Clerk



city of Ankeny
bringing it all together

North Four Mile Creek Trunk Sewer 2023

1 in = 600 ft

Date: 10/4/2021

DEPARTMENT OF PUBLIC WORKS
DIVISION OF ENGINEERING

ANKENY CITY COUNCIL

City Council Agenda

February 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:

Approval of official council actions of the regular meeting of January 17, 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
Tuesday, January 17, 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, and Todd Shafer were in attendance. Council Member Kelly Stearns was absent. City Manager David Jones and City Attorney Amy Beattie were also present. Mayor Holm led in the Pledge of Allegiance.

CEREMONY

1. Mayor Holm recognized an earlier signing ceremony of a proclamation recognizing the Rotary Club's 50 years of service in the Ankeny community.

APPROVAL OF AGENDA

1. Council Member Bentz moved, Shafer seconded, to approve and accept the January 17, 2023 agenda as presented. Ayes: 4.

PUBLIC HEARING

1. PH 2023-03. Mayor Holm announced this is the time and place for a public hearing on the matter of the proposed Ordinance 2130 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. from its current R-1, One-Family Residence District designation to M-1, Light Industrial District. Notice of this hearing was published in the Des Moines Register on the 6th day of January, 2023 and notices were mailed to affected property owners as required by law.

   Eric Jensen, Director of Community Development, reported that the proposed rezoning aligns with the *Ankeny Plan 2040 Future Land Use Map* which identifies the subject area as being suitable for Airport Business Park uses. 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 project. Hearing no comments, Council Member Shafer moved, Ruddy seconded, to close public hearing 2023-03. Ayes: 4.

2. PH 2023-04. Mayor announced this is the time and place for a public hearing on a proposed amendment to the Ankeny Plan 2040 Future Land Use Map for the City of Ankeny. From High Density Residential to Neighborhood Commercial. Notice of this hearing was published in the Des Moines Register on the 6th day of January, 2023 and notices were mailed to affected property owners as required by law.

   Eric Jensen, Director of Community Development, reported Bricktowne Piper LC is the property owner of approximately 4.23 acres (+/-) of land, generally located north of NW Reinhart Drive and west of N Ankeny Boulevard. The owner is requesting an amendment to the Ankeny Plan 2040, comprehensive plan, Figure 12.10 Ankeny Future Land Use Map.

   Mayor Holm then asked for any public comment regarding the proposed project. Erin

Ollendike, P.E. of Civil Design Advantage, LLC spoke on behalf of Bricktowne Piper LC. Council Member Ruddy moved, Shafer seconded, to close public hearing 2023-04. Ayes: 4.

3. PH 2023-05. Mayor announced this is the time and place for a public hearing on the matter of the proposed Ordinance 2131 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. from its current R-3, Multiple-Family Residence District to C-2, General Retail & Highway Oriented Business District. Notice of this hearing was published in the Des Moines Register on the 6th day of January, 2023 and notices were mailed to affected property owners as required by law.

   Eric Jensen, Director of Community Development, reported Bricktowne Piper LC. is requesting to rezone property from R-3 to C-2. The subject property is roughly 4 acres located in the northwest quadrant of Ankeny, more specifically west of N Ankeny Boulevard and north of NW Reinhart Drive. Land to the north and east of the subject property is zoned C-2, General Retail & Highway Oriented Business District, land to the south and west of the subject property is zoned R-3, Multiple Family Residence District. The subject property is currently zoned R-3, the proposed rezoning is identified currently as high density residential in The Ankeny Plan 2040. The subject property has a proposed Future Land Use Plan Amendment to Neighborhood Commercial. The proposed rezoning, C-2, meets the land use standards outlined in the Ankeny Plan 2040.

   Mayor Holm then asked for any public comment regarding the proposed project. Hearing no comments, Council Member Bentz moved, Ruddy seconded, to close public hearing 2023-05. Ayes: 4.

4. PH 2023-06. Mayor 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 SW State Street Reconstruction – Southbound Lanes project. Notice of this hearing was published in the Des Moines Register on the 30th day of December, 2022.

   Mark Mueller, Public Works Director, reported The SW State Street Reconstruction – Southbound Lanes project includes the full depth removal and replacement of PCC street pavement for the southbound lanes from SW Ordnance Road to just south of West First Street in the City of Ankeny.

   Mayor Holm then asked for any public comment regarding the proposed project. Hearing no comments, Council Member Shafer moved, Bentz seconded, to close public hearing 2023-06. Ayes: 4.

APPROVAL OF CONSENT AGENDA

Minutes

1. Official council actions of the regular meeting of January 3, 2023, as published.
2. Receive and file minutes of the Plan and Zoning Commission meeting of December 20, 2022.
3. Receive and file minutes of the Zoning Board of Adjustment meeting of December 6, 2022.
4. Receive and file minutes of the Civil Service Commission meeting of November 14, 2022.

   Licenses and Permits

5. Issuance of liquor licenses and/or beer/wine permits in the City of Ankeny.

Finance/Budget

6. Receive and file Financial Reports for December 2022.
7. Receive and file Building Permit Report for December 2022.
8. Receive and file Utility Billing Report for December 2022.
9. Change Order #4 increasing the contract amount by $40,597.58 to Absolute Concrete Construction, Inc., for construction services on the NE 36th Street Reconstruction - I-35 to NE Four Mile Drive project.
10. Change Order #5 increasing the contract amount by $8,250.00 to Reilly Construction Co., Inc., for additional tree removal that damaged improvements from 2021 on the West First St Widening & Improvements-Phase 1project.
11. Amendment No. 2 to the Professional Services Agreement increasing the contract amount by $621,800.00 with Snyder & Associates, Inc. for construction engineering services on the NE Delaware Avenue Reconstruction - NE 5th Street to 700 feet North of NE 18th Street project.
12. Payment #9, $501,812.87 to Absolute Concrete Construction, Inc., for construction services on the NE 36th Street Reconstruction Project - I-35 to NE Four Mile Drive.
13. Payment #8, $85,369.85 to Absolute Concrete Construction, Inc. for construction services on the SE 3rd Street Utility Improvements - Phase 1 project.
14. Payment #31, $23,560.68 to Foth Infrastructure and Environment, LLC for engineering services on the West First Street Widening and Improvements - Phase 1 project.
15. Payment #5, $4,357.50 to HR Green, Inc., for engineering services on the SW State Street Fiber Optic Relocation project.
16. Payment #4, $615.00 to ISG (I&S Group) for design and construction work on the High Trestle Trail Park Phase 1project.
17. Payment #10, $1,514.23 to McClure Engineering Company, for engineering services on the NW 18th Street Reconstruction - NW Ash Dr. to N Ankeny Blvd. (Design) project.
18. Payment #6, $9,948.05 to McClure Engineering Company, for engineering services on the SW State Street Reconstruction - Southbound Lanes project.
19. Payment #18, $13,534.50 to Reilly Construction Company Inc., for construction services on the West First Street Widening and Improvements - Phase 1 project.
20. Payment #2, $130,628.89 to Synergy Contracting, LLC, for construction services on the HTT Water Transmission Main & Drainage Improvements project.
21. Payment #4, $158,944.50 to W RH, Inc., for construction services on the Well No. 7/ASR No. 3 - Bid Package 2 – Well Pump and Control Building project.
22. January 17, 2023 Accounts Payable by fund: General 180,532; Hotel Motel Tax 3,420; Road Use Tax 110,032; Seizure 781; Police/Fire Pension 1,250; Library Foundation 1,005; Water 803,474; Sewer 506,004; Storm Water 210; Golf Course 5,742; Enterprise Project 382,810; Revolving 51,196; Risk Management 91,352; Health Insurance 5,581; Equipment Reserve 165,293; BAN/Bond Activity 1,000; Capital Projects 685,558; Payroll Totals 1,314,050; Transfers/ACH (197,268); Agenda Payments approved separately (994,574); Grand Total $3,117,448.

Personnel

23. Accept the Civil Service Commission certified lists for appointment to: Police Officer-Police Department and Fire Chief-Fire Department; subject to passing any further departmental requirements.

Community Development

24. **RESOLUTION 2023-027** waiving approval of Schmidt's Acres final plat.
25. Approve Albaugh Four Mile Industrial Preliminary Plat.

Engineering

26. **RESOLUTION 2023-028** accepting a purchase agreement and approving documents for the acquisition of temporary construction easement for the NW 18th Street Reconstruction - NW Ash Drive to N Ankeny Boulevard project in Ankeny, Iowa. (Maples Condos, LC)
27. **RESOLUTION 2023-029** accepting public improvements for Veridian Credit Union - NW Georgetown Boulevard Widening for paving and related work.
28. **RESOLUTION 2023-030** accepting a proposal and Performance, Payment, and Maintenance Bond from Absolute Concrete in the amount of $31,590.00 for the construction of the 2023 - SW Westview Drive Storm Sewer Repair project.

Capital Improvement Projects

29. NW 36th Street & NW State Street Interim Improvements: a) Certificate of Completion; b) **RESOLUTION 2023-031** accepting the public improvement with Con-Struct, Inc. in the amount of $633,988.00; and c) Final Payment #5 in the amount of $8,921.44; and Retainage Payment in the amount of $9,509.82.
30. Ankeny Parks Maintenance Facility Renovation - Phase 2: a) The Architect's Certificate of Completion; b) **RESOLUTION 2023-032** accepting the public improvement with Burkett Construction, LLC in the amount of $763,697.00; and c) Change Order #2 in the amount of $8,076.00; d) Pay Application #9 in the amount of $7,672.20; and e) Final Payment #10/Release of Retainage in the amount of $38,184.85 which will be released 30 days after project acceptance.

Administrative

31. Certification to the Treasurer of State the population of the NGR Four Mile Drive annexed territory as determined by the last certified federal census of said territory.

Approval of Consent Agenda Items

1. Council Member Perry moved, second by Shafer, to approve the recommendations for Consent Agenda Items CA-1 through CA-31. Ayes: Perry, Shafer, Bentz, Ruddy.

LEGISLATIVE BUSINESS

Approval of Ordinances

1. **Ord 2127.** An Ordinance vacating a portion of a Public Storm Sewer Easement located on Lot 1, John Deere Place Plat 4. Council Member Ruddy moved, Bentz seconded, to accept third consideration of Ordinance 2127, sending it on its final passage and publication as required by law. Ayes: Ruddy, Bentz, Perry, Shafer. Council Member Bentz moved, Shafer seconded, to adopt **RESOLUTION 2023-033** authorizing the sale of property vacated by the City of Ankeny, Iowa, to William Doyle, Aim High Automotive, LLC. Ayes: Bentz, Shafer, Perry, Ruddy.
2. **Ord 2128.** An Ordinance vacating a portion of a Public Ingress/Egress Easement located on Lot 1, John Deere Place Plat 4. Council Member Bentz moved, Ruddy seconded, to accept third consideration of Ordinance 2128, sending it on its final passage and publication as required by law. Ayes: Bentz, Ruddy, Perry, Shafer. Council Member Ruddy moved, Bentz seconded, to adopt **RESOLUTION 2023-034** authorizing the sale of property vacated by the City of Ankeny, Iowa, to William Doyle, Aim High Automotive, LLC. Ayes: Ruddy, Bentz, Perry, Shafer.
3. **Ord 2129.** An Ordinance amending the code of ordinances of the City of Ankeny, Iowa, by modifying provisions pertaining to liquor license and wine and beer permits. Council Member Ruddy moved, Perry seconded, to accept third consideration of Ordinance 2129, sending it on its final passage and publication as required by law. Ayes: Ruddy, Perry, Bentz, Shafer.

4. **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. (PH 2023-03) Council Member Bentz moved, Shafer seconded, to accept first consideration of Ordinance 2130. Ayes: Bentz, Shafer, Perry, Ruddy.
5. **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. (PH 2023-05) Council Member Bentz moved, Ruddy seconded, to accept first consideration of Ordinance 2131. Ayes: Bentz, Ruddy, Perry, Shafer.

NEW BUSINESS

1. Proposed amendment to The Ankeny Plan 2040, comprehensive plan, Figure 12.10, Future Land Use Map for the City of Ankeny, Iowa (PH 2023-04). Council Member Perry moved, Ruddy seconded, to adopt **RESOLUTION 2023-035** amending The Ankeny Plan 2040, comprehensive plan, Figure 12.10, Future Land Use Map for the City of Ankeny, Iowa. Ayes: Perry, Ruddy, Bentz, Shafer.
2. Proposed SW State Street Reconstruction - Southbound Lanes (PH 2023-06). Council Member Ruddy moved, Bentz seconded, to adopt 1) **RESOLUTION 2023-036** adopting plans, specifications, form of contract and estimate of cost $1,664,700.30; 2) receive and file report of bids received January 10, 2023; 3) adopt **RESOLUTION 2023-037** making award of construction contract with Alliance Construction Group, LLC in the amount of $1,407,593.05; and 4) adopt **RESOLUTION 2023-038** approving contract and bonds with Alliance Construction Group, LLC in the amount of $1,407,593.05. Ayes: Ruddy, Bentz, Perry, Shafer.
3. Proposed 2023 PCC Reconstruction Program - SE Creekview Drive Initiate Proceedings Council Member Ruddy moved, Bentz seconded, to adopt **RESOLUTION 2023-039** ordering construction on the 2023 PCC Reconstruction Program - SE Creekview Drive project and fixing a date for hearing thereon and taking of bids therefor. (date of bid letting: 2/14/23 @ 10:30 AM/ date of hrg: 2/20/23 @ 5:30 PM) Ayes: Ruddy, Bentz, Perry, Shafer.
4. Proposed 2023 PCC Street Patching Program Initiate Proceedings Council Member Perry moved, Bentz seconded, to adopt **RESOLUTION 2023-040** ordering construction on the 2023 PCC Street Patching Program project and fixing a date for hearing thereon and taking of bids therefor. (date of bid letting: 02/14/23 @ 10:30 AM / date of public hearing: 02/20/23 @ 5:30 PM) Ayes: Perry, Bentz, Ruddy, Shafer.
5. 2023 SW Des Moines Street Parks Phase 2 Professional Services Agreement with Nilles Associates, Inc. Council Member Ruddy moved, Bentz seconded, to approve the Professional Services Agreement with Nilles Associates, Inc. for design, bidding phase and construction services on the SW Des Moines Street Parks Phase 2 Project in an amount not to exceed $26,000.00 and authorize the Mayor to execute said Agreement. Ayes: Ruddy, Bentz, Perry, Shafer.

ADJOURNMENT

1. Meeting adjourned at 6:07 p.m.

_____ _____

Michelle Yuska, City Clerk Mark Holm, Mayor

Published in the Des Moines Register on 1/27/23.

ANKENY CITY COUNCIL

City Council Agenda

February 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:
Planning and Building	Ensure Economic Vitality

ACTION REQUESTED:
Motion

LEGAL:

SUBJECT:
Receive and file minutes of the Plan and Zoning Commission meeting of January 4, 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 2023-01-04

Meeting Minutes

Plan & Zoning Commission Meeting

Wednesday, January 4, 2023

Ankeny City Council Chambers, Second Floor
1250 SW District Drive, Ankeny, Iowa

CALL TO ORDER
Chair G.Hunter called the January 4, 2023 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

ROLL CALL
Members present: Trina Flack, Glenn Hunter, Annette Renaud, Ted Rapp, Todd Ripper, Lisa West and Randy Weisheit. Staff present: E.Jensen, E.Carstens, B.Morrissey, J.Heil, B.Fuglsang

AMENDMENTS TO THE AGENDA
Motion by T.Flack to approve the January 4, 2023 agenda without amendments. Second by T.Rapp. All voted aye. Motion carried 7 – 0.

COMMUNICATIONS
Chair G.Hunter stated that the Commission received correspondence regarding Agenda Item #3 from the following individuals:
James Krohse, 6734 NE Berwick Drive
Raymond McPherson, 6800 NE Berwick Drive
Roger and Sandra Penn, 6806 NE Berwick Drive
William and Karen Pearce, 6868 NE Berwick Drive
Susan Kristein, 6870 NE Berwick Drive

CITIZEN'S REQUEST
There were no requests.

CONSENT AGENDA ITEMS
Item #1. Minutes
Motion to approve and accept the December 20, 2022 minutes of the Plan and Zoning Commission meeting.
Item #2. 1450 SW Tradition Drive – Rocket Carwash Site Plan
Motion to approve the site plan for 1450 SW Tradition Drive, Rocket Carwash.

Motion by L.West to approve the recommendations for Consent Agenda Item #1 - #2. Second by T.Flack. All voted aye. Motion carried 7 – 0.

PUBLIC HEARINGS
Item #3. Hubbell Realty Company, on behalf of NGR, Inc., request to rezone property from R-1, One-Family Residence District to M-1, Light Industrial District
B.Morrissey reported the applicant, Hubbell Realty, on behalf of NGR Inc. is requesting to rezoning property from R-1, One-Family Residence District to M-1, Light Industrial District. The proposed rezoning consists of one parcel and totals approximately 31.17 acres. The parcel is located north of SE Corporate Woods Drive and east of SE Four Mile Drive near the Ankeny Regional Airport. He noted that the parcel is in the process of being annexed into Ankeny and should be finalized in mid-January. He stated that the parcel will be assigned the R-1 zoning classification as is standard procedure for all newly annexed properties into Ankeny. He said the surrounding properties to the southwest and west are zoned M-1, Light Industrial District, while properties to the north and east are not within Ankeny's Corporate Limits. The proposed rezoning does align with the Ankeny Plan 2040 Future Land Use Map, which identifies the area as being suitable for Airport Business Park and Open Space uses. The M-1 District is a compatible zoning district within the Airport Business Park land use classification. He shared that the applicant has submitted the required rezoning petitions and all legal notifications for the rezoning have been met. Staff will provide a complete staff report at the next Plan and Zoning Commission meeting. He asked if the Commission had any questions.

There were no questions from the Commission.

Clint Sloss, Hubbell Realty Company, 6900 Westown Parkway, West Des Moines and Dustin Creech, Engineering Resource Group, Inc., 2413 Grand Avenue, Des Moines on behalf of NGR, Inc. Dustin Creech said that he understands that there is concern on how the parcel will be developed. He provided an exhibit showing a speculative building on the parcel of land and further explained details related to the separation between the building and abutting residential property, the topography of the land, tree buffering for vehicle lights, and a detention basin, which would flow down to Four Mile Creek. Dusting Creech said their request is to rezone the parcel to M-1, which complies with The Ankeny Plan 2040 comprehensive plan. He also noted that they do not know who will be the tenants of the building or their business hours. He asked if there were any questions.

G.Hunter asked if there are any height restrictions due to the proximity of the airport. E.Jensen said they will address that in the complete staff report.

T.Rapp asked Mr. Creech to delineate the flood plain for this area, and he identified it on the exhibit.

Jim Krohse, 6734 NE Berwick Drive, spoke in opposition of the request and noted that he sent correspondence to City Staff and the Council stating his concerns. He asked if someone could explain to him the rezoning process.

G.Hunter explained, in detail, the process moving forward after the public hearing at the Plan and Zoning Commission.

Jim Krohse asked if there are legal criteria as to how many property owners must be in favor of this request. E.Jensen stated that there is a provision in the Code and staff will address this in their staff report.

William Pearce, 6868 NE Berwick Drive said that their property also abuts this parcel. He responded by saying that the foliage buffering loses its leaves for a big part of the year. Mr. Pearce noted that he sent correspondence to City staff sharing information that the eastern segment of the property includes part of a "Climax riparian ecology forest." His concern is that he would like to see the forest preserved as it becomes a part of the City of Ankeny. He continued to provided background information regarding this land area.

G.Hunter asked staff to clarify why the parcel on the Land Use Plan Map shows Airport Business Park and Open Space.

L.West clarified that M-1 zoning is light industrial and asked for staff to provide some examples in their staff report that are within the City of Ankeny. T.Flack asked whether Old Dominion is considered light industrial. E.Jensen stated, yes.

Motion by T.Flack to close the public hearing, and receive and file documents. Second by A.Renaud. All voted aye. Motion carried 7 – 0.

G.Hunter said this will come back before the Plan and Zoning Commission on Wednesday, January 18, 2023 for the Commission to make a recommendation to the City Council.

BUSINESS ITEMS

Item #4. Albaugh Four Mile Industrial Preliminary Plat

B.Morrissey reported DRA Properties, LC, is proposing the Albaugh Four Mile Industrial Preliminary Plat. He stated the Preliminary Plat is approximately 67.10-acres and is zoned M-1, Light Industrial District. The property is located south of SE Oralabor Road and east of SE Four Mile Drive. B.Morrissey shared that the plat includes 9 buildable lots and 3 additional lots that lie within a flood hazard area. He noted that the lots that lie within the floodplain will be tied to their adjacent lot to ensure they're not sold separately. B.Morrissey explained that the plat includes the addition of one public street, SE 36th Circle that provides access for lots 1-6, while lots 7-9 will be accessed via an access drive that extends from SE Four Mile Drive. He shared that sidewalk installation along SE Four Mile will be deferred until deemed appropriate. B.Morrissey further detailed the public improvements

associated with the development, which included water, sanitary sewer, and stormwater. Staff recommends that the Plan and Zoning Commission recommend City Council approval of the Albaugh Four Mile Industrial Preliminary Plat.

G.Hunter asked what the benefit is to splitting lots 7, 8, and 9 into two lots. E.Jensen said that if the floodplain is actually on the lot, the property owner has to have flood insurance. If the floodplain is on a separate lot they do not have to carry the insurance.

L.West asked for clarification as to where the floodplain is located on these lots. B.Morrissey referenced the preliminary plat, which showed the floodplain is not within the buildable lots.

There were no further questions from the Commission.

Motion by T.Flack to recommend City Council approval of Albaugh Four Mile Industrial Preliminary Plat. Second by L.West. All voted aye. Motion carried 6 – 0 – 1 (Abstain: T.Rapp).

REPORTS

City Council Meeting

E.Jensen reported on the January 3, 2023 City Council meeting and shared the December 2022 Building Permit Report.

Director's Report

E.Jensen presented the tentative agenda items for the January 18, 2023 Plan and Zoning Commission meeting.

Commissioner's Reports

There were no reports.

MISCELLANEOUS ITEMS

January 17, 2023 – 5:30 p.m. City Council Meeting Representative: Staff

ADJOURNMENT

There being no further business, T.Rapp motioned to adjourn. The meeting adjourned at 7:07 p.m.

Brenda Fuglsang

Submitted by Brenda Fuglsang, Secretary
Plan & Zoning Commission

ANKENY CITY COUNCIL

City Council Agenda

February 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:
Parks and Recreation	Enhance Quality of Life

ACTION REQUESTED:

Motion

LEGAL:

SUBJECT:

Receive and file minutes of the Park Board meeting of November 28, 2022.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Park Board Minutes 2022-11-28

Ankeny Park Board Meeting
November 28, 2022

Meeting Minutes:

Call to Order: Chairperson Amber Smith called the Park Board meeting to order at 5:40 p.m. Josh Craighead was not in attendance. All other board members were present. Nick Lenox and Leslie Reab represented City of Ankeny staff.

Approval of Minutes: The June meeting minutes were reviewed and approved with a motion from Aaron Bradshaw and a second from Chad Hade. All approved.

Action Item #1, Approval of 2023 Fees: Lenox presented the 2023 fee structure to the Park Board. Lenox proposed incremental increases for certain programs, facility rentals, Otter Creek Golf Course green fees and general admission at Cascade Falls and Prairie Ridge Aquatic Centers. Lenox included background information regarding a non-resident fee shall be charged to anyone living outside of the Ankeny City Corporate Limits for specific programs and activities. Aaron Bradshaw and Chad Hade recommended potential increases for most programs to cover higher seasonal staff wages and supply costs. Lenox stated a main objective to setting the fee structure is to operate at cost recovery and continue to ensure participation in our programs and services. A general discussion ensued.

Lenox informed board members that the City offers qualified Ankeny children limited financial assistance through the Financial Hardship Policy and Scholarship Program. Lenox will email board members the Policy and Program information. Board members discussed potential ways of raising funds, which would allow for additional scholarship opportunities. Fees were approved with a motion from Chad Hade and a second from Aaron Bradshaw. All approved. The fees will be brought to City Council for approval on December 5.

2022-2023 Park Projects Status: Lenox highlighted 2022 park projects which included construction of Bellagio Park, Phase 1 of Des Moines Street Park and completion of development of Wildflower Park. Other projects included trail construction along Rock Creek Greenway, awarded contract and implemented the Rock Creek Greenway Improvements project, installation of protective shade canopies on the softball fields at the Prairie Ridge Sports complex, and constructed and dedicated the High Trestle Trail extension and pedestrian bridge.

Director's Report: Lenox reported the Albaugh Community Center had a successful first year, with 5,064 members and over 65,000 check-ins in the first 10 months. Beats and Eats events at the Ankeny Market & Pavilion were also successful, with an average attendance of over 900+ people per event. Lenox informed board members the City is currently seeking applications for the open Park Board seat and that there will not be a December Park Board meeting unless items arise that need immediate attention.

Chairperson's Report – Amber Smith: No report.

Board Member Reports:

- Baldwin: No report.
- Bradshaw: No report.
- Church: No report.
- Hade: No report.
- Smith: No report.

Adjournment: Nichoel Church moved meeting adjournment and Chad Hade provided the second. The meeting was adjourned at 7:05 p.m.

Minutes Reported By: Leslie Reab, Parks & Recreation Administrative Assistant

ANKENY CITY COUNCIL

City Council Agenda

February 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:
City Clerk	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. DOLGENCORP, LLC d/b/a Dollar General #7310, 901 S. Ankeny Blvd. - Class B Retail Alcohol License (BB) (Renewal) - Effective March 1, 2023.

2. a.) Fareway Stores, Inc., d/b/a Fareway Stores, Inc. #909, 109 SE Oralabor Rd. - Class E Retail Alcohol License (LE) (Renewal) - Effective March 1, 2023.
   b.) Enrollment in the Automatic Renewal Program Effective 2024.

3. a.) Fareway Stores, Inc., d/b/a Fareway Stores, Inc. #061, 3205 N Ankeny Blvd. - Class E Retail Alcohol License (LE) (Renewal) - Effective March 1, 2023.
   b.) Enrollment in the Automatic Renewal Program Effective 2024.

4. Thunderhead of Ankeny, Inc., d/b/a Chicken Coop, 1325 SW Oralabor Rd #212 - Class C Retail Alcohol License (LC) (Renewal) - Effective February 28, 2023 PENDING DRAM ENDORSEMENT.

5. 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 License) - Effective February 18, 2023.

6. 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 License) - Effective March 4, 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) and/or enrollment in the Automatic Renewal Program.

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

February 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:
Public Works	Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Change Order #3 increasing the contract amount by $27,281.37 to Absolute Concrete Construction, Inc., for construction services on the SE 3rd Street Utility Improvements-Phase 1 project.

EXECUTIVE SUMMARY:

Change Order #3 includes the removal of a section of a previously unknown buried footing, temporary pavement markings, and water service relocation work. Change Order #3 increases the cost of the project by $27,281.37 and increases the working days by 6.5 days for additional work.

FISCAL IMPACT: **Yes**

The project was included in the 2022 Capital Improvement Program. Change Order #3 increases the cost of the project by $27,281.37 for a total construction cost of $1,876,559.15.

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

January 18, 2022 - awarded contract to Absolute Concrete Construction, Inc.

March 18, 2022 - approved Change Order #1 changing the sanitary sewer pipe material to A2000 due to a shortage of 15-inch diameter truss pipe.

July 18, 2022 - approved Change Order #2 to include the removal of 36-inch storm sewer and a storm manhole.

PUBLIC OUTREACH EFFORTS:

A Public Information Meeting was held on July 27, 2021.

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Change Order No. 1
Change Order No. 2
Change Order No. 3

CHANGE ORDER FORM

city of Ankeny
bringing it all together

Project Title:	SE 3rd Street Utility Improvements - Phase 1		
Contractor:	Absolute Concrete Construction, Inc.		
Address:	505 1st Avenue Slater, IA 50248		
Finance Budget Code:	48% 658.3658.4452 52% 695.3695.4453	***Finance Project #***	48% 658.4452 52% 695.4453
Vendor Project or Invoice #:	N/A	***PO #***	N/A
Original Contract Date:	January 18, 2022	***Vendor #***	4997

Change Order Number: 1

Change Order Date: March 18, 2022

Purpose of Change Order:

Change Order 1 is for changing the proposed sanitary pipe material from PVC to A-2000. This is due to material shortages of Truss PVC, which would significantly impact the project schedule. The material of the sanitary service pipe has also been changed to maintain material consistency.

CO #1 also adjusts the late start date due to impacts of private utility conflicts and material supply issues. The adjusted late start date is 4-25-2022.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
4.01	SANITARY SEWER GRAVITY MAIN, TRENCHED, TRUSS PVC, 15 IN. DIA	LF	(1,249)	$ 95.00	$ (118,655.00)
4.01	SANITARY SEWER GRAVITY MAIN, TRENCHED, A-2000, 15 IN. DIA	LF	1,249	$ 117.20	$ 146,382.80
4.05	SANITARY SEWER SERVICE, PVC, 4"	LF	(1,044)	$ 68.00	$ (70,992.00)
4.05	SANITARY SEWER SERVICE, A-2000, 4"	LF	1,044	$ 70.22	$ 73,309.68
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
Change Order Number: 1 makes the following adjustments to the Contract:					**$ 30,045.48**

Contractor Accepted: Absolute Concrete Construction, Inc.
Firm Name

Signature

04/11/2022
Date

Engineer Approved: JEO Consulting Group, Inc.
Firm Name

Signature

4/11/2022
Date

Owner Accepted: City of Ankeny

Signature

Title

Date

Attest for Owner:

Signature

Title

Date

Record of Change Orders

#	Date	Amount
Original Contract Amount		$ 1,816,990.10
1	March 18, 2022	$ 30,045.48
2		
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Revised Contract Amount **$ 1,847,035.58**

Date Printed: 4/11/2022

Absolute Concrete Construction, Inc.
PO Box 148
505 1st Avenue
Slater, IA 50248

Phone: (515) 497-6143
Fax: (515) 497-6138

Change Order Proposal

Project: SE 3rd Street Utiity Improvements - Ph. 1

Date: 03-07-2022

To: City of Ankeny

Job Number: ACC22-004

Change Order Proposal Number: Sanitary Material Changes, A-2000 Price Difference

Description of Proposed Change:
Change Order for cost difference to change sanitary material from PVC truss as bid to A-2000. Below unit prices shown in **RED** include 10% Prime Mark-Up as well as 1% Increased Bond Cost **ON COST DIFFERENCE ONLY**. Sub Unit Price included below for city / engineer reference, as well as sub quotes for back up. Items to be paid per quantitiy installed in field.

Item	Description	Quantity Units	SUB Unit Price	Mark Up on Cost Difference	New Unit Price
4.01	Sanitary Sewer Gravity Main, Trenched, A-2000, 15" Dia.	1249 LF	$ 115.00	$ 2.20	$ **117.20**
4.05	Sanitary Sewer Service, A-2000	1044 LF	$ 70.00	$ 0.22	$ **70.22**

New Extended Price 4.01:	$ 146,382.80
New Extended Price 4.05:	$ 73,309.68
Total Cost Change to City:	$ 30,045.48

PRIORITY EXCAVATING
9550 Hickman Rd, Ste 101
Clive, IA 50325
Office: (515) 244-3111
Fax: (515) 244-3046
Email: eric@priorityexc.com

March 7, 2022

PROJECT: SE 3RD STREET UTILITY IMPROVEMENTS-PHASE 1
LOCATION: ANKENY, IA

Eli Hartog,

Below is our proposed price change for the 4.01 and 4.05 items on the SE 3rd Street Utility Improvements Phase 1 Project. As you will see the total price for using 15" A-2000 instead of 15" Truss pipe results in a general price increase. This is due in part to the necessity for increased rock along the trunkline and time necessary to install as this pipe is more delicate and requires additional attention to the rock backfill. The proposed price change to the sanitary services is due to the price difference of the wyes.

Item No.	Item	Unit	Total	Original Unit Price	Proposed Unit Price	Original Total Price	Proposed Total Price
	SEWERS AND DRAINS						
4.01	SANITARY SEWER GRAVITY MAIN, TRENCHED, TRUSS PVC, 15 IN. DIA	LF	1249	$95.00	$115.00	$118,655.00	$ 143,635.00
4.05	SANITARY SEWER SERVICE, PVC, 4"	LF	1044	$68.00	$70.00	$70,992.00	$73,080.00

The total price change amounts to $27,068.00.

Please let me know if there are additional questions.

Thank you,

Eric Jones
Priority Excavating, LLC
9550 Hickman Rd. Ste. 101
Clive, IA 50325
(515)244-3111

CHANGE ORDER FORM

city of Ankeny
Bringing it all together

Project Title: SE 3rd Street Utility Improvements - Phase 1
Contractor: Absolute Concrete Construction, Inc.
Address: 505 1st Avenue Slater, IA 50248
Finance Budget Code: 48% 658.3658.4452 / 52% 695.3695.4453
Finance Project #: 48% 658.4452 / 52% 695.4453
Vendor Project or Invoice #: N/A
PO #: N/A
Original Contract Date: January 18, 2022
Vendor #: 4997

Change Order Number: 2

Change Order Date: July 18, 2022

Purpose of Change Order:

Items missed in final submittal.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
12.03	4020-D - REMOVAL OF STORM SEWER, RCP, 36 IN. DIA.	LF	32	$ 38.85	$ 1,243.20
12.04	6010-H - REMOVE MAHOLE, STORM SEWER	EA	1	$ 999.00	$ 999.00
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
Change Order Number: 2 makes the following adjustments to the Contract:					**$ 2,242.20**

Contractor Accepted: Absolute Concrete Construction, Inc.
Firm Name
Eli Hartog
Signature
07.08.22
Date

Engineer Approved: JEO Consulting Group, Inc.
Signature
7/8/2022
Date

Owner Accepted: City of Ankeny
Signature
Title
Date

Attest for Owner:
Signature
Title
Date

Record of Change Orders

#	Date	Amount
Original Contract Amount		$ 1,816,990.10
1	March 18, 2022	$ 30,045.48
2	July 18, 2022	$ 2,242.20
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Revised Contract Amount **$ 1,849,277.78**

Date Printed: 7/8/2022

CHANGE ORDER FORM

city of Ankeny
bringing it all together

Project Title:	SE 3rd Street Utility Improvements - Phase 1		
Contractor:	Absolute Concrete Construction, Inc.		
Address:	505 1st Avenue Slater, IA 50248		
Finance Budget Code:	48% 658.3658.4452 52% 695.3695.4453	***Finance Project #***	48% 658.4452 52% 695.4453
Vendor Project or Invoice #:	N/A	***PO #***	N/A
Original Contract Date:	January 18, 2022	***Vendor #***	4997

Change Order Number: 3

Change Order Date: February 6, 2023

Purpose of Change Order:

Item 12.05: A large concrete structure was found during construction that was unknown at the time of the Contract-Signing. It needed to be removed because it was in conflict with the proposed storm sewer. Lump sum price includes all labor and materials needed. Two (2) Working Days will be added to the Contract to complete the work.
Item 12.06: The weather prevented the installation of permanent durable pavement markings on the intersection of SE 3rd Street and SE Trilein Drive. Item 12.06 includes temporary pavement markings to be installed for the winter. Lump Sum price includes mobilization and paint quantity required. One-half (0.5) Working Days will be added to the contract.
Item 12.07: Water services at 4 residences needed to be lowered after intitial installation to fulfill depth requirements. Lump sum price includes all labor, and materials needed. Three (3) Working Days will be added to the contract for this extra work.
One (1) Working Day shall be added to cover the work performed on Items 12.03 and 12.04, which were included in Change Order #2.
The total Working Days being added to the Contract through this Change Order is six and one-half (6.5) days.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
12.05	Footing Removal	LS	1.00	$ 3,952.50	$ 3,952.50
12.06	8020-B, Painted Pavement Markings, Temporary	LS	1.00	$ 3,348.87	$ 3,348.87
12.07	Water Service Line Relocation	LS	1.00	$ 19,980.00	$ 19,980.00
					$ -
					$ -
					$ -
					$ -
					$ -
Change Order Number: 3 makes the following adjustments to the Contract:					**$ 27,281.37**

Contractor Accepted: Absolute Concrete Construction, Inc.
Firm Name

Signature — Date: 1.27.23

Engineer Approved: JEO Consulting Group
Firm Name

Signature — Date: 01/30/2023

Owner Accepted: City of Ankeny

Signature — Title

Date

Attest for Owner:

Signature — Title

Date

Record of Change Orders

#	Date	Amount
Original Contract Amount		$ 1,816,990.10
1	March 18, 2022	$ 30,045.48
2	July 18, 2022	$ 2,242.20
3	February 6, 2023	$ 27,281.37
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Revised Contract Amount **$ 1,876,559.15**

Date Printed: 1/24/2023

ANKENY CITY COUNCIL

City Council Agenda

February 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:
Public Works	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 $395,300.00 with McClure Engineering Company for additional design and construction engineering services on the NW 18th Street Reconstruction - NW Ash Drive to N Ankeny Boulevard project.

EXECUTIVE SUMMARY:

McClure Engineering Company completed the design of the NW 18th Street Reconstruction - NW Ash Drive to N Ankeny Boulevard project which was bid locally on December 13, 2022, and awarded by the City on December 19, 2022. The Public Works Department proposes to continue using McClure Engineering Company for construction engineering services during construction of the project.

The scope of the construction engineering services and the corresponding fees are shown in the attached Amendment No. 1 to the Professional Services Agreement. A copy of the original Professional Services Agreement, approved February 7, 2022, is also attached for reference.

The fee for the additional construction engineering services is $395,300.00. The original Professional Services Agreement for the design engineering and bidding phase services was $385,000.00. Adding Amendment No. 1 to the Professional Services Agreement increases the total contract amount to $780,300.00.

It is recommended that the City Council approve Amendment No. 1 to the Professional Services Agreement with McClure Engineering Company in the amount of $395,300.00 for the NW 18th Street Reconstruction - NW Ash Drive to N Ankeny Boulevard project.

FISCAL IMPACT: **No**

The construction engineering services are included in the City's current Capital Improvement Program for 2023.

CITY MANAGER'S RECOMMENDATIONS:

Approve Amendment No. 1 to the Professional Services Agreement increasing the contract amount by $395,300.00 with McClure Engineering Company for construction engineering services on the NW 18th Street Reconstruction - NW Ash Drive to N Ankeny Boulevard project.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

February 7, 2022: City Council approved the Professional Services Agreement with McClure Engineering Company for design engineering and bidding phase services on the NW 18th Street Reconstruction - NW Ash Drive to N Ankeny Boulevard project.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Amendment #1
Professional Services Agreement

AMENDMENT NO. 1 TO THE AGREEMENT FOR CONSULTING SERVICES

McCLURE ENGINEERING COMPANY

Project Name: Ankeny NW 18th Street Reconstruction – NW Ash Drive to N Ankeny Boulevard
Project Number: 211008-010
Project Manager: Scott Port, P.E.

This Amendment is made this 6th day of February, 2023 and shall amend the Agreement dated the 7h day of February, 2022, by and between *McClure Engineering Company,* of Clive, Iowa (herein referred to as "Consultant") and the *City of Ankeny* (hereinafter referred to as "Owner"), for the Project described as:

NW 18th Street Reconstruction – NW Ash Drive to N Ankeny Boulevard

1. This Amendment is associated with additional Basic Services and Construction Services of the NW 18th Street Reconstruction – NW Ash Drive to N Ankeny Boulevard project.

2. This Amendment authorizes the Consultant and establishes fees for the phases stated herein. The Project Scope and Fees are detailed in Exhibit 'A'.

3. The increased amount of the CONSULTANT's compensation is $395,300. The contract type is Time and Expense (NTE).

Attached Exhibits		Included	Not Included
Exhibit 'A'	Detailed Scope of Work and Fee Schedule	☒	☐
Exhibit 'B'	Duties and Responsibilities of Resident Project Representative	☒	☐

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

CONSULTANT: McClure Engineering Company

Signed: Scott Port
Scott Port, P.E.

Title: Team Leader

Exhibit A - Detailed Scope of Work
Ankeny NW 18th Street Reconstruction – NW Ash Drive to N Ankeny Boulevard
Amendment #1

EXHIBIT C – SECTION 1. PROJECT DESCRIPTION

Modify the following subsection:

J) The Project includes design of water main by the Consultant from immediately west of Private Drive to immediately west of NW Briargate Drive due to conflicts with utilities and cut within the project.

Add the following subsection:

Q) The Project includes the design of the sign foundation of the Prairie Ridge Sports Complex sign as the sign is moving due to conflicts with the proposed 8-ft sidewalk.

R) The Project includes design of the driveway on the east side of NW Ash Drive, immediately north of NW 18th Street and additional parking lot for the commercial driveway north of NW 18th Street and immediately west of N Ankeny Boulevard to accommodate the design and existing conditions.

EXHIBIT C – SECTION II, BASIC SERVICES

Modify the following subsection:

E) Phase 500 – Final Design
- 1) Task 501 – Final Design and Plans
  - (c) Check Plans
    - (xxi) MWM-Sheets (Water Main Plan and Profile) – MWM-sheets were added to the plan set due to adding water main design to the project due to conflicts.
    - (xxiii) V-Sheets (Sign Foundation) – V-sheets were added to the plan set due to adding the Prairie Ridge Sports Complex sign foundation to the project due to the sign needing to be relocated due to conflicting with the proposed sidewalk.
  - (e) Order of Magnitude Opinion of Probable Construction Costs
    - (ii) The Consultant developed an Opinion of Probable Construction Costs for the Owner that included construction costs to reconstruct the entire project sidewalk from 4-ft wide to 5-ft wide.
    - (iii) The Consultant developed an Opinion of Probable Construction Costs for the Owner that included construction costs to reconstruct the entire project for a 4-lane (full-build) section.
  - (h) Project Permitting
    - (ii) Iowa DNR Water Supply Section – Consultant applied for the Iowa DNR Water Supply Section Construction Permit Application. This includes the submittal of Schedule 1a, Schedule 1c, Schedule 2a, LUST Map, Signed Plans, and Transmittal Letter.
  - (j) Additional Design Services
    - (i) The Consultant designed water main from just west of the Private Drive to just west of NW Briargate Drive due to cut in the area and avoiding storm sewer conflicts. Additionally, water main was designed along Private Drive to tie into the existing water main. Detailed staging of water main construction, one (1) meeting with Ankeny Water Department, and correspondences with Ankeny Water Department are included. Opinion of Construction Costs and Estimate Reference Notes were provided for the water main improvements.
    - (ii) The Consultant designed the sign foundation for the Prairie Ridge Sports Complex sign as the Owner requested the sign to be moved as it conflicted with the proposed 8-ft sidewalk. Detailed calculations and research with supplier for sign size and weight was performed. V-sheets were added to the plans set that included detailed sign foundation drawings. Opinion of Construction

Costs were provided for the sign foundation improvements and Estimate Reference Notes were added.

(iii) Due to a new development at the northwest corner of NW Briargate Drive and NW 18th Street intersection that had a different land use then originally scoped, the Owner requested that the Consultant redesign the intersection of NW Briargate Drive and NW 18th Street to accommodate a future southbound right turn lane. Adjustments were performed to the proposed sidewalk, NW Briargate Drive profile, subdrain, intersection line work, cross-sections, and modeling. Changes were requested during the Final Design process.

(iv) Due to information obtained from the Fiber Optics Master Plan study, the Owner requested a change to the design of the fiber optics layout in the Project. The Consultant held two (2) meetings and re-designed the Project fiber optics layout. Changes were requested during the Final Design process.

(v) Due to project limits expanding outside the original Project scope due to elevation differences and design requirements, additional driveway and parking lot design was required. This included the driveway and parking lot north of NW 18th Street on the east side of NW Ash Drive, the driveway and parking lot of Commercial Drive (north side of NW 18th Street), and driveway and parking lot along NW Briargate Drive (south of NW 18th Street).

(vi) Utility Coordination

(a) The Consultant reviewed an additional three (3) utility relocation plans (original agreement scoped only 6 utility relocations) that were provided by the franchise utilities. Additionally, the Consultant held two (2) additional one-on-one meetings with individual utilities.

(vii) The Consultant composed an irrigation letter to the property owners to inform them of the requirement of relocating irrigation systems within the right-of-way. The Owner stated that they will be sending the letters to property owners in January 2023.

G) Phase 600 – Construction Administration

Add the following subsection:

1) Task 601 – Construction Administration

(a) Following the Owners' award of the NW 18th Street Reconstruction – NW Ash Drive to N Ankeny Boulevard project contract to the Contractor, the Consultant shall proceed with Construction Services, which are based on a mandatory six (6) day work week for a construction duration of 140 working days beginning March or April 2023.

(b) The Consultant shall prepare monthly invoices for construction services based on time and expense charges for duration of the project which is expected to last up to ten (10) months.

(c) The Consultant 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 Consultant will provide meeting minutes.

(d) The Consultant will issue the Notice to Proceed.

(e) The Consultant shall review shop drawings, material submittals, and other applicable submissions from the Contractor for compliance with the construction contract.

(f) The Consultant shall conduct on-site weekly construction meetings with the Contractor and prepare meeting minutes. It is estimated that 30 weekly meetings will be held.

(g) The Consultant shall prepare partial payment applications, change orders, and make recommendations to the Owner for their acceptance. Ten (10) Contractor payment applications and five (5) Change Orders are included in this Scope of Services.

(h) The Consultant shall notify the Owner of any observed work, which does not conform to the construction contract, make recommendations to the Owner for the correction of nonconforming

work and, at the request of the Owner, see that these recommendations are implemented by the Contractor.

(i) The Consultant shall answer Contractor's questions and provide clarification on questions from the Owner and Contractor.

(j) The Consultant shall perform six (6) separate substantial completion walkthroughs and two (2) final completion project walkthroughs. This includes:

1. Site A – Substantial Completion: One (1) walkthrough will be conducted to determine if the work is substantially complete while developing a punch list. One (1) walkthrough is to review the punch list is complete for substantial completion.
2. Site C – Substantial Completion: One (1) walkthrough will be conducted to determine if the work is substantially complete while developing a punch list. One (1) walkthrough is to review the punch list is complete for substantial completion.
3. Entire Project – Substantial Completion: One (1) walkthrough will be conducted to determine if the work is substantially complete while developing a punch list. One (1) walkthrough is to review the punch list is complete for substantial completion.
4. Entire Project – Final Completion: One (1) walkthrough will be conducted to determine if the work is fully complete while developing a punch list. One (1) walkthrough is to review the punch list is complete for full completion.

(k) The Consultant shall prepare the Certificate of Completion for the Project.

(l) If the Contractor exceeds the estimated working and/or calendar days in completing construction of the Project, or if change orders or Project additions require additional working days, the Consultant will be compensated for administration, observation, and staking services based on established hour rates and fixed expenses outlined in the Consultant's Standard Fee Schedule.

Add the following subsection:

2) Task 603 – Traffic Signal and Fiber Optic Construction Administration

(a) Attend a preconstruction conference for the project with the Owner, Contractor, and utility companies to discuss Project requirements, construction details, potential conflicts, and work schedule.

(b) Review traffic signal and fiber optic shop drawings and submittals for compliance with the Project's Contract Documents.

(c) Respond to Owner or Contractor questions regarding the traffic signal and fiber optic installation. Prepare change orders, as needed.

(d) Perform not more than six (6) field visits during construction to observe traffic signal and fiber optic construction and assist in resolving any construction issues. Provide punchlist, as needed.

(e) Attend initial turn-on of the traffic signal installation and assist with timing adjustments, as needed.

(f) Review fiber optic OTDR test reports for compliance with specifications.

(g) Conduct an on-site review of the completed traffic signal and fiber optic installation prior to final acceptance of the Project.

(h) Prepare Record Drawings showing known changes to the traffic signal and fiber optic installation during construction.

Modify the following subsection:

H) Phase 650 – On-site Project Representative

1) Task 621 – Resident Project Representative

(a) The Consultant shall provide a Resident Project Representative (RPR) to verify construction observation services for the Owner and at the times and intervals appropriate to the stage of construction to observe the progress and quality of the work to determine if the results of the

construction work are in general compliance with the Contract Documents. It is assumed that construction observation will be performed at full-time at approximately 8-hours per day for 140 working days, unless otherwise noted herein. If the Contractor exceeds the estimated working and/or calendar days in completing construction of the Project, or if change orders or Project additions require additional working days, the Consultant will be compensated for on-site project representative services based on established hour rates and fixed expenses outlined in the Consultant's Standard Fee Schedule.

(a) The Consultant's RPR staff shall attend one (1) preconstruction conference and subsequent on-site meetings during construction as necessary. It is assumed that 30 on-site meetings in this Scope of Services.
(b) The Consultant shall verify materials provided by the Contractor are in accordance with the plans and specifications.
(c) The Consultant shall periodically check grade and subgrade preparation elevations and review with the Contractor any deficiencies in the subgrade prior to paving. The Consultant shall observe moisture and density tests.
(d) The Consultant shall observe traffic control operations to ensure compliance with the Contract Documents.
(e) The Consultant shall measure and keep a record of contract quantities for payment applications and observe and document testing required of the Contractor.
(f) The Consultant shall prepare a weekly report of working days using the Owner's template and provide to the Owner for review prior to issuing to the Contractor. It is assumed that 30 weekly reports will be completed.
(g) The Consultant shall provide periodic observation for the construction for storm sewer installation. The Consultant shall spot check line and grade. The Consultant shall observe and document trench compaction testing. The Consultant shall observe, and document all required testing, including video inspection review.
(h) The Consultant shall provide periodic observation for the construction for water main installation. The Consultant shall spot check line and grade. The Consultant shall observe and document trench compaction testing. The Consultant shall observe, and document all required testing.
(i) The Consultant shall be on-site full-time during roadway, driveway, and sidewalk paving operations as well as signal foundation pouring operations. Air tests and compressive strength test cylinders will be required to be completed by an independent laboratory provided by the Contractor. Testing shall be overseen by the Consultant.
(j) If directed by the Owner, the Consultant shall mark locations and observe the cutting of all thickness cores, to be cut by others.
(k) The Consultant shall periodically observe sawing and sealing of joints.
(l) The Consultant shall periodically observe all surface restoration.
(m) The Consultant's RPR staff shall attend the project walkthrough and shall assist the Owner's staff in developing a final punch list and verify completion of items for acceptance.

I) Phase 700 – Survey Services
Modify the following subsection:
1) Task 701 – Survey Services
(a) Expanded Topographic Survey Limits
(vi) During design, additional topographic survey was required to provide appropriate tie-ins for the design of the project. This included additional survey at the Veterinary Clinic (301 NW 18th Street), Commercial Drive entrance (north side of NW 18th Street parking lot), additional utility

flow lines due to expanded limits of construction, and existing fiber optic infrastructure outside of the original project area.

Replace the following subsection:

2) Task 712 – Acquisition Plats and Legal Description
   (a) Acquisition and Permanent Easement Plats
      (ii) Temporary Easement Exhibits
         (a) The ENGINEER will provide Temporary Construction Easement exhibits for each parcel requiring temporary construction easements for the PROJECT.
         (b) The following table summarizes the PROJECT plats and exhibits for which had been developed:

Owner Name Parcel Address/Location	Fee Title	Temp. Ease.	Perm. Ease.
Stonecrest Meadows Townhouse Association, Inc. Outlot X Stonecrest Meadows Townhomes Plat 1	1	1	
Hale Development Company, LLC Lot 1 Georgetown Plat 9	1	~~1~~ 2	
Denny Elwell Family LC 1802 N Ankeny Blvd		1	
Maples Condos LC 1800 N Ankeny Blvd		1	
City of Ankeny 410 W 1st Street		~~1~~ 0	~~1~~ 0
James McNamara 1622 NW Maple Pl	1	1	
D&M Associates, LLC 401 NW 18th Street		1	
Riordan Partners, LLC 301 NW 18th Street	1	1	
DLE Seven LLC 205 NW 18th Street	1	1	
DLE Seven LLC 1730 N Ankeny Blvd		1	
Pranati Vaddadi & Yasasvy Nanyam 1705 NW Wagner Blvd		~~0~~ 1	
Ankeny Community School District		~~0~~ 1	
Sean and Shelby Shafer 501 NW 19th Street		~~0~~ 1	
William B. & Kirsten Goble 610 NW 18th Street		~~0~~ 1	
Total	5	~~10~~ 14	~~1~~ 0

Add the following subsection:

2) Task 760 – Construction Staking
   (a) The Consultant shall provide all construction staking for the Project. The Construction Documents state the Consultant 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 Consultant will set control points as needed during construction.

(c) The Consultant shall provide staking of:

(ii) Right-of-way and temporary easements.

(iii) Existing pavement removals.

(iv) Storm sewer pipe, structure, and structure adjustments (SUDAS station location offsets with flow line and rim/form grade/inlet elevations).

(v) Sanitary sewer structure adjustments (SUDAS station location offsets with rim elevations)

(vi) Hydrant locations, water main pipe, water main critical crossings, water main valves, and fittings (centerline pipe, top of pipe elevations, and hydrant structure offsets).

(vii) Traffic signal poles, handholes, and cabinets, including fiber optic handholes (center locations with offsets and elevations).

(viii) 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).

(ix) Driveway pavement (paving hubs staked on 25' intervals and points of deflection, top of slab elevation).

(x) ADA compliance sidewalk (ADA ramp curb drops, top of ramp and landing/turning space/level operating locations, single edge and corner offsets with elevations).

(xi) Light Poles (center light pole bases with offsets).

(xii) Prairie Ridge Sports Complex sign foundation.

Add the following subsection:

3) Task 761 – Monument Preservation

(a) The Consultant shall prepare a Monument Preservation Certificate in accordance with Iowa Code 355.6A. This document may include, but not be limited to, identifying the existing monuments within the project corridor and replacing any monument disturbed or removed at its preserved position. The results of this survey will be provided to the Owner for their record and recorded with the Polk County Recorder's Office.

J) Phase 800 – Project Closeout

Modify the following subsection:

1) Task 801 – Project Closeout

(a) The Consultant shall prepare and furnish as-built record drawings for the Project. Such record drawings may contain a waiver of liability phrase regarding unknown changes made by the Contractor without Owner/Consultant approval.

(b) The Consultant 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, sanitary sewer, 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) Street signs/posts.

(c) The Consultant shall provide pedestrian ramp as-built forms using Owner's template.

K) Phase 850 - Project Management and Coordination

1) Task 851 – Project Management and Coordination

(a) Project Management:

(ii) The ENGINEER provided eleven (11) monthly progress reporting and project invoices to the OWNER. Credit the Owner one (1) monthly progress report as the original agreement had twelve (12) monthly progress reports.

(d) Project Information Meeting

(i) The ENGINEER conducted one (1) project information meeting that was attended by two (2) staff members of the ENGINEER. Credit the Owner one (1) staff member as original agreement had three (3) staff members.

L) Phase 950 – Subconsultants and Fees

Modify the following subsection:

1) Task 970 – Reimbursable Permit and Publication Fees

(b) Iowa DNR Water Supply Section – Construction Permit Application was included on the Project.

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			
(a) Task 401 – Preliminary Design and Plans	$105,800	$ 0	$105,800
(b) Task 413 – Geotechnical Design	$ 7,400	$ 0	$ 7,400
5) Phase 500 – Final Design			
(a) Task 501 – Final Design and Plans	$108,200	$ 27,600	$135,800
(b) Task 512 – Traffic Signal and Fiber Optics Interconnect Design	$ 49,200	$ 0	$ 49,200
6) Phase 590 – Land Acquisition	$ 1,400	$ 0	$ 1,400
7) Phase 600 – Construction Administration			
(a) Task 601 – Construction Administration	**$ 0**	**$ 70,400**	**$ 70,400**
(b) Task 602 – Advertising, Bidding, and Contract Award	$ 3,700	$ 0	$ 3,700
(c) Task 603 – Traffic Signal and Fiber Optic Construction Administration	**$ 0**	**$ 16,900**	**$ 16,900**
8) Phase 650 – Onsite Project Representative	**$ 0**	**$208,900**	**$208,900**
9) Phase 700 – Survey Services			
(a) Task 701 - Survey Services (General)	$ 16,200	$ 3,500	$ 19,700
(b) Task 712 – Acq. Plats and Legal Descriptions	$ 13,300	$ 1,950	$ 15,250
(c) Task 760 – Construction Staking	**$ 0**	**$ 54,100**	**$ 54,100**
(d) Task 761 – Monument Preservation	**$ 0**	**$ 4,900**	**$ 4,900**
10) Phase 800 – Project Closeout	**$ 0**	**$ 7,200**	**$ 7,200**
11) Phase 850 – Project Management & Coordination	$ 34,100	$ (300)	$ 33,800
12) Phase 950 – Subconsultant and Reimbursable Fees			
(a) Task 961 – Geotechnical Borings (Terracon)	$ 14,300	$ 0	$ 14,300
(b) Task 962 – Subsurface Utility Exploration (Sub.)	$ 30,900	$ 0	$ 30,900
(c) Task 970 – Permit and Publication Fees	$ 500	$ 150	$ 650
Not to Exceed Fee:	$385,000	$395,300	$780,300

- **Item in Bold are Construction Services Only = $362,400**

IV) TIMELINE:

Add the following subsection:

C) The Consultant completed the Preliminary Design, Final Design, Advertising, Bidding, and Contractor Award, Survey Services, Acquisition Plats and Legal Descriptions, Project Management and Coordination, Geotechnical Borings, Subsurface Utility Exploration in order to accommodate the December 13, 2022 bid letting. The Construction Administration, On-site Project Representative, Construction Staking, Monument Preservation, and Project Closeout shall be completed following completion of all construction on a planned six (6) day work week within 140 working days anticipated to commence no earlier than March 27, 2023, and no later than April 17, 2023. If changes are made to this schedule, the Consultant 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) Record drawings.
N) Construction material testing services.
O) Hazardous materials investigations and testing.
P) Other permits not indicated within this scope.
Q) Any permit and publication fees associated with permit applications except as noted.
R) Project management and coordination tasks beyond that scheduled project completion period.
S) Special meetings and meetings not outlined in the Scope of Services.
T) Other services not specifically outlined in this Agreement.
U) Coordination and meetings with property owners, local interest groups, or public.
V) Costs associated with project delay or scope changes outside of the control of the Consultant.
W) Design plan modifications requested by the Owner or Contractor during construction.

EXHIBIT B

MCCLURE ENGINEERING COMPANY

A LISTING OF THE DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT REPRESENTATIVE (RPR)

CONSULTANT shall furnish a Resident Project Representative (RPR), assistants and other field staff to assist OWNER in observing performance of the Work of the Contractor.

Through on-site observations of the Work in progress and field checks of materials and equipment by the RPR and assistants, CONSULTANT shall endeavor to provide further protection for OWNER against defects and deficiencies in the Work; but, the furnishing of such services will not make CONSULTANT responsible for or give CONSULTANT control over construction means, methods, techniques, sequences, procedures, storm water runoff, erosion control, or for safety precautions or programs, or responsibility for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

The duties and responsibilities of the RPR are limited to those of CONSULTANT in CONSULTANT'S agreement with the OWNER and in the construction Contract Documents, and are further limited and described as follows:

1. GENERAL

RPR is OWNER'S agent at the site, will act as directed by and under the direction of OWNER, and will confer with OWNER regarding RPR's actions. RPR's dealings in matters pertaining to the on- site work shall in general be with OWNER and CONTRACTOR keeping OWNER advised as necessary. RPR's dealings with sub-contractors shall only be through or with the full knowledge and approval of CONTRACTOR.

2. DUTIES AND RESPONSIBILITIES OF RPR

A. *Conferences and Meetings:* Attend meetings with CONTRACTOR, such as pre-construction conferences, progress meetings, job conferences and other project- related meetings.
   i. Liaison:
      1. Serve as OWNER'S liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent and assist in understanding the intent of the Contract Documents; and assist OWNER in serving as OWNER'S liaison with CONTRACTOR when CONTRACTOR's operations affect OWNER'S on-site operations.
      2. Assist in obtaining from OWNER additional details or information, when required for proper execution of the Work.

B. Shop Drawings and Samples:
   i. Receive samples that are furnished at the site by CONTRACTOR and notify OWNER of availability of samples for examination.
   ii. Advise OWNER and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by OWNER.

C. Review of Work, Rejection of Defective Work, Inspections and Tests:
   i. Conduct on-site observations of the Work in progress to assist OWNER in determining if the work is in general proceeding in accordance with the Contract Documents.
   ii. Report to OWNER whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise OWNER of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
   iii. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel and that CONTRACTOR maintains adequate records thereof; and observe, record and report to OWNER appropriate details relative to the test procedures and startups.
   iv. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to OWNER.

D. *Interpretation of Contract Documents:* Report to OWNER when clarifications and interpretations of the Contract Documents are needed and transmit to OWNER clarifications and interpretations as issued by OWNER.

E. *Modifications:* Consider and evaluate CONTRACTOR's suggestions for modifications in Drawing or Specifications and report with RPR's recommendations to OWNER. Transmit to CONTRACTOR decisions as issued by OWNER.

F. Records:
   i. Maintain at the job site orderly files for correspondence, reports of job conferences. Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, and additional Drawings issued subsequent to the execution of the Contract. OWNER'S clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
   ii. Keep a diary or log book, recording CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures; and send copies to OWNER.
   iii. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.

G. Reports:
   i. Furnish OWNER periodic reports as required of progress of the Work and of CONTRACTOR's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
   ii. Consult with OWNER in advance of schedule major tests, inspections or start of important phases of the Work.
   iii. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from CONTRACTOR and recommend to CONSULTANT Change Orders, Work Directive Changes and Field Orders.
   iv. Report immediately to OWNER upon occurrence of any accident.

H. *Payment Requests:* Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to CONSULTANT, noting particularly the relationship of the payment requested to the schedule of values. Work completed, and materials and equipment delivered at the site but not incorporated in the Work.

I. *Certificates, Maintenance and Operation Manuals:* During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to OWNER for review and forwarding to OWNER prior to final payment for the Work.

J.

3. LIMITATIONS OF AUTHORITY

A. Resident Project Representative:
   i. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by OWNER.
   ii. Shall not exceed limitations of OWNER'S authority as set forth in the Contract Documents.
   iii. Shall not undertake any of the responsibilities of CONTRACTOR, subcontractors or CONTRACTOR's superintendent.
   iv. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences, storm water management, erosion control or other procedures of construction.
   v. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
   vi. Shall not accept Shop Drawings or sample submittals from anyone other than CONTRACTOR.
   vii. Shall not authorize OWNER to occupy the Project in whole or in part.
   viii. Shall not participate in specialized field or laboratory tests or inspections conducted by other except as specifically authorized by OWNER.

Project No.: 211008-010
Project Name: Ankeny NW 18th Street Reconstruction – NW Ash Drive to N Ankeny Boulevard
Project Manager: Scott Port, PE

Agreement for Engineering Services

This Agreement, is made on the 7th day of February, 2022 , by and between *McClure Engineering Company, of* Clive, Iowa, (herein referred to as "ENGINEER") and the *City of Ankeny* (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:

NW 18th Street Reconstruction - NW Ash Drive to N Ankeny Boulevard

1. 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.**

2. 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.

3. 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 (7) days written notice to the **OWNER,** suspend services under this agreement.

4. THIS AGREEMENT IS SUBJECT TO ALL THE TERMS AND CONDITIONS LISTED ON 'EXHIBIT A' OF THIS AGREEMENT.

5. 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.**

6. 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.

7. The amount of the **ENGINEER's** compensation is **outlined in Exhibit 'C'**. The contract type is **Time and Expense (NTE).**

		Included	Not Included
Exhibit 'A'	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 Concept	☒	☐
Exhibit 'H'	Construction Cost Estimate	☐	☒
Exhibit 'I'	City of Ankeny Insurance Requirements for Professional Services	☒	☐

OWNER: City of Ankeny

By: _____

Mark E. Holm
(Print Name)

Title: Mayor

ENGINEER: McClure Engineering Company

By: _____

Scott Port, P.E.
(Print Name)

Title: Team Leader

EXHIBIT 'A'

McCLURE ENGINEERING COMPANY
TERMS AND CONDITIONS

ACCESS TO SITE: The **Engineer** shall at all times have access to the site to complete his Work.

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**.

ADDITIONAL SERVICES: As an Additional Service in connection with changes in the scope of the **Engineer's** work by the **Owner**, the **Engineer** shall prepare Drawings, Specifications and other documentation and data, evaluate Contractor's proposal and provide any other services made necessary by such Change Orders and Construction Change Directives. The **Engineer** will be entitled to additional compensation to coordinate such changes and schedules shall be adjusted accordingly.

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.

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.

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 **Engineer** at rates or in an amount agreed upon by **Owner** and **Engineer**.

OPINIONS OF PROBABLE COSTS: **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 cost 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 cost estimate.

BETTERMENT: If a required item or component of the **Owner's** project should be omitted from **Engineer's** construction documents, **Engineer** shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will **Engineer** be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the **Owner's** project.

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.

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 work and to determine if the work is preceding in general accordance with the Contract Documents. **Engineer** shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall **Engineer** 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. **Engineer** shall not be responsible for the acts or omissions of any contractor.

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 construction contract documents.

Engineer shall not be responsible for any decision made regarding the construction contract documents, or any application, interpretation, clarification, or modification of the construction contract documents, other than those made by the **Engineer** or its consultants.

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.

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 construction contract documents, review and response to contractor claims, construction contract administration, processing of change orders and submittals, revisions to the construction contract documents during construction, construction observation and review, review of contractor's payment applications, and all other necessary construction phase administrative, engineering, and professional services. **Owner** waives all claims against the **Engineer** that may be connected in any way to construction phase administrative, engineering, or professional services.

UNDERGROUND UTILITIES: Information for location of underground utilities may come from the **Owner**, third parties, and/or research performed by the **Engineer** or its subcontractors. Unfortunately, the information the **Engineer** must rely on from various utilities and other records may be inaccurate or incomplete. Therefore, 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.

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.

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.

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.

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.

DISPUTE RESOLUTION: Claims, disputes or other matters, involving a value less than $200,000.00, 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.

TERMINATION: This Agreement may be terminated by either party upon not less than seven 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 days' written notice to the **Engineer** in the event the Project is permanently abandoned.

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 days' written notice to the **Owner**, suspend performance of services under this Agreement. Unless payment in full is received by the **Engineer** within seven days of the date of the notice, the suspension shall take effect without further notice. 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.

~~**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.~~

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.

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.

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.

GOVERNING LAW: Unless otherwise provided, the Agreement shall be governed by the laws of the State of Iowa.

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*)

PERSONNEL	HOURLY RATE
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

McCLURE™

Exhibit C
Detailed Scope of Work
Ankeny NW 18th Street Reconstruction – NW Ash Drive to N Ankeny Boulevard

I) PROJECT DESCRIPTION

A) The PROJECT includes the reconstruction of NW 18th Street to a three-lane section with right turn lanes at designated locations from approximately 250-feet west of NW Ash Drive to approximately 100-feet west of N Ankeny Boulevard/US Highway 69 on new modified subbase with longitudinal subdrain. The PROJECT will be designed to allow for the potential widening of NW 18th Street to a five-lane section with a future project. NW 18th Street's proposed width, typical sections, geometric alignments, and general staging are shown in Exhibit 'G'. Subbase and PCC pavement thickness will be determined via geotechnical analysis.

B) The PROJECT includes reconstructing a small portion of NW Ash Drive to tie into existing alignment and profile as well as installing right turn lanes. NW Ash Drive's proposed improvements and approximate limits are shown in Exhibit 'G'. NW Ash Drives PCC pavement and subbase thickness will match existing pavement and subbase along NW Ash Drive. OWNER to provide as-built drawings of NW Ash Drive.

C) The PROJECT includes reconstructing a small portion of NW School Street/NW Wagner Boulevard to tie into existing alignment and profile. NW School Street/NW Wagner Boulevard PCC pavement and subbase thickness will match existing pavement and subbase along NW School Street/NW Wagner Boulevard. OWNER to provide as-built drawings of NW Ash Drive and NW School Street/NW Wagner Boulevard.

D) The PROJECT includes reconstruction one (1) private resident's access, one (1) private drive immediately west of NW Briargate Drive, two (2) commercial drives immediately west of N Ankeny Boulevard, and one (1) commercial driveway reconstruction/relocation (Veterinary Clinic). Each access and driveway will be designed to minimize impacts while tying into existing alignments and profiles. Refer to Exhibit 'G' for additional information.

E) The PROJECT includes replacing the traffic signal and pedestrian push buttons at NW 18th Street and NW Ash Drive. It is expected that an All-Way Stop Control will need to be installed in order to maintain traffic operations at the intersection throughout the construction season until the permanent signal becomes operational. Temporary signals are not expected to be needed.

F) The PROJECT includes a new traffic signal and pedestrian push buttons at NW 18th Street and NW Briargate Drive.

G) The PROJECT includes new 96SM fiber optic cable and conduit along NW 18th Street between NW Ash Drive and N Ankeny Boulevard. The conduit will be installed to accommodate a future 5-lane section.

H) The PROJECT includes ADA compliant sidewalk and pedestrian ramps at the intersections and potentially reconstructing the existing sidewalk along NW 18th Street at spot locations due to broken sidewalk and at locations where NW 18th Street roadway widening conflicts with the existing sidewalk. Refer to Exhibit 'G' for estimated construction limits.

I) The PROJECT includes utilizing as much existing longitudinal storm sewer along NW 18th Street as possible, however improvements include cross run extensions, new intakes and manholes, and intake and manhole adjustments to final grade. Some locations will require new longitudinal storm sewer as shown in Exhibit 'G'. The OWNER will perform storm sewer televising to review the condition of the existing storm sewer.

J) Water main relocation is not anticipated on this PROJECT. Adjustment of valves and new locations for hydrants are expected.

K) Sanitary sewer relocation or replacement is not anticipated on this PROJECT. Adjustments for manhole rims is expected. The OWNER will perform sewer televising to review the condition of the existing sanitary sewer.

L) Retaining walls are not anticipated on this PROJECT.

M) Street lighting design will be completed on the PROJECT.
N) Right-of-way, permanent easements, and/or temporary easements shall be developed along the corridor in order to facilitate construction of the improvements.
O) The PROJECT will be let by means of a local letting, and the 2022 edition of Iowa Statewide Urban Design and Specifications (SUDAS) and the City of Ankeny Supplemental Specifications will be applicable to the design.
P) The PROJECT will be designed as outlined in the Exhibit 'D' (Design Criteria).

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.

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, existing and proposed utility locations, and determining right-of-way and easement requirements. Incorporate potential elements that may affect the corridor improvements, including property impacts, construction staging, and traffic control operations. This task includes the preparation of design criteria memorandum and preliminary design plans depicting the proposed grading, drainage, paving, signing, utility relocation, and other features of the PROJECT.
      (b) Preliminary Roadway Geometrics
         (i) The ENGINEER will refine roadway geometrics for the PROJECT based on the concept design approved by the OWNER and approved design criteria.
      (c) Preliminary Horizontal Alignment and Vertical Profiles
         (i) Utilizing the preliminary geometric layout, the ENGINEER will refine the horizontal alignment and develop vertical profiles for NW 18th Street, NW Ash Drive, NW School Street, NW Wagner Boulevard, Private Drive, NW Briargate Drive, three (3) commercial driveways and one (1) residential driveway.
         (ii) The vertical profile will be designed to accommodate a proposed three-lane section as well as a future five-lane section (full-build).
      (d) 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) Proposed three-lane and future 5-lane (full-build) cross sections will be created for NW 18th Street. Cross sections will also be created for NW Ash Drive, NW School Street/NW Wagner Boulevard, and NW Briargate Drive. All cross sections will be at 25-foot intervals and entrance centerlines.
      (e) Preliminary Water Main and Sanitary Sewer Modifications Design
         (i) The ENGINEER will develop preliminary design modification for existing water main and sanitary sewer systems within the project corridor. This includes only minor sanitary sewer manhole rim adjustments, water valve rim adjustments, and one (1) hydrant relocation. Water

main and sanitary sewer horizontal and vertical alignment relocations/design is not anticipated for this PROJECT.

(ii) The ENGINEER will review the videos of the sanitary sewer and storm sewer provided by the OWNER. ENGINEER will recommend removals if necessary after review.

(f) Preliminary Storm Sewer Design
   (i) The ENGINEER will perform storm sewer and drainage design in accordance with SUDAS Stormwater Management Criteria, Standard Specifications, and City of Ankeny Supplemental Specifications.
   (ii) The PROJECT will be designed as outlined in the Exhibit 'D' (Design Criteria).
   (iii) The ENGINEER will design the storm sewer intake spacing to handle a three-lane section as it is the more stringent requirement for spread/allowable driving lanes compared to the five-lane (full-build). Existing intake locations will be utilized with additional intakes added, if necessary. Upon completion of intake spacing design, the ENGINEER will develop a full-build storm sewer design to set full-build and PROJECT storm sewer flow lines. Where applicable, existing longitudinal storm sewer will be utilized, and full-build designed storm sewer will be used for cross runs.

(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 residential property east of NW Ash Drive and businesses along the corridor.
   (ii) The ENGINEER will develop detour routes and signing for each stage of construction.

(h) Preliminary Acquisition Requirements Identified
   (i) The ENGINEER will identify permanent right-of-way and permanent/temporary easement needs based on the preliminary design development.

(i) 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)
   (iv) D-Sheets (NW 18th Street plan and profile)
   (v) E-Sheets (NW Ash Drive, NW School Street/NW Wagner Boulevard, NW Briargate Drive, Private Drive, and two (2) business driveways plan and profile)
   (vi) G-Sheets (Survey control and alignments)
   (vii) H-Sheets (Right-of-way layout)
   (viii) J-Sheets (Staging layout and traffic control)
   (ix) K-Sheets (Pavement markings and permanent signing)
   (x) M-Sheets (Storm sewer plan and profile)
   (xi) N-Sheets (Traffic signal and fiber optic plan view layout)
   (xii) S-Sheets (Sidewalk plan view layout only. Sidewalk tabulation sheets are to be performed during final design)
   (xiii) W-Sheets (Preliminary cross sections for NW 18th Street at 25-ft intervals)
   (xiv) X-Sheets (Preliminary cross sections for NW Ash Drive, NW School Street/NW Wagner Boulevard, and NW Briargate Drive)

(j) Order of Magnitude Opinion of Probable Construction Costs
   (i) The ENGINEER will prepare one (1) Preliminary Plan Opinion of Probable Construction Cost with a 15% construction contingency for the project.

(k) Furnish 60% Documents

(i) The ENGINEER will submit and distribute a preliminary 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 for 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.

2) Task 413 – Geotechnical Design

(a) The ENGINEER will prepare soil boring layout and coordinate with the geotechnical drilling and testing subconsultant.

(b) The ENGINEER will review field data and assign various laboratory tests, which are anticipated to consist of:

(i) Water Content
(ii) Atterberg Limits
(iii) Dry Unit Weight
(iv) Grain size distribution (sieve analyses)
(v) Standard Proctor Test
(vi) California Bearing Ratio (CBR)
(vii) Direct Shear Test

(c) The ENGINEER will provide geotechnical analyses and recommendations provided for soil treatments, if needed, and pavement design thickness for PCC pavement for NW 18th Street along the project corridor. The ENGINEER will provide recommendation for pavement drainage.

(d) Scope of services does not include recommendations of corrosivity potential for soils with concrete or steel elements, does not include analyses and recommendation for slope stability and settlement, and does not include borrow design.

E) Phase 500 – Final Design

1) Task 501 – Final Design and Plans

Pre-Final (Check) Design and Plan Preparation

(a) Based upon approved preliminary design, field review, 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) Lighting Design

(i) The Consultant will perform a lighting design of the corridor utilizing the utility poles.

(ii) This task includes up to one (1) meeting with the City and one (1) additional meeting with MidAmerican Energy.

(iii) The ENGINEER shall prepare a preliminary design and fixture layout along NW Ash Drive within the project corridor. The ENGINEER will adjust preliminary layout, as needed, based on average illumination and uniformity values determined.

(iv) The ENGINEER shall prepare a preliminary street lighting exhibit showing proposed pole and fixture locations and types and general notes. Submittal of preliminary exhibit will be to OWNER for review.

(v) The ENGINEER shall finalize street lighting exhibit based on OWNER comments received, and submit to the OWNER and MidAmerican Energy.

(vi) The design will include MidAmerican fixtures and lights and will utilize SUDAS lighting design standards.

(c) Check Plans: The ENGINEER will design and prepare Check (95%) Plan drawings for the improvements as outlined in Exhibit 'C' (Scope of Services), Section 1 (Project Description) and Exhibit 'G' of the Agreement. The Check (95%) 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 (NW 18th Street plan and profile)
  (v) E-Sheets (NW Ash Drive, NW School Street/NW Wagner Boulevard, NW Briargate Drive, Private Drive, and two (2) business driveways plan and profile)
  (vi) F-Sheets (Removals)
  (vii) G-Sheets (Survey control and alignments)
  (viii) H-Sheets (Right-of-way layout)
  (ix) J-Sheets (Staging layout and traffic control)
  (x) K-Sheets (Pavement marking and permanent traffic sign layout)
  (xi) L-Sheets (Intersection jointing and geometric details)
  (xii) M-Sheets (Storm sewer plan and profile)
  (xiii) N-Sheets (Traffic signal and fiber optic layout as detailed in Task 512 of this agreement)
  (xiv) P-Sheets (Lighting sheets showing proposed utility pole locations)
  (xv) R-Sheets (Erosion control and storm water pollution prevention plan)
  (xvi) S-Sheets (Sidewalk layout and tabulation)
  (xvii) T-Sheets (Earthwork Tabulation, if necessary)
  (xviii) U-Sheets (Special details)
  (xix) W-Sheets (Final cross sections for NW 18th Street at 25-ft intervals)
  (xx) X-Sheets (Final cross sections for NW Ash Drive, NW School Street/NW Wagner Boulevard, and NW Briargate Drive)

(d) Project Manual:
  (i) ENGINEER shall prepare project manual documents that will include City of Ankeny front end documents modified to support the project. The SUDAS Standard Specifications and Ankeny Supplemental Specification shall be referenced for construction. Specifications may include Special Provisions to supplement SUDAS Standard Specifications.

(e) Order of Magnitude Opinion of Probable Construction Costs
  (i) The ENGINEER will prepare one (1) Check Plan Opinion of Probable Construction Cost with a 5% construction contingency for the project.

(f) Furnish 95% Documents
  (i) The ENGINEER will submit and distribute a Check Plan set to the OWNER for review and comment.

(g) Quality Control
  (i) The ENGINEER will provide quality control for technical accuracy and general constructability for 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.

(h) 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.

(ii) Iowa DNR Water Supply Section – Construction Permit Application is not expected to be included on the PROJECT.

(iii) Iowa DNR Wastewater Construction Permit Application is not expected to be included on the PROJECT.

(i) 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.

2) Task 512 – Traffic Signal Design

(a) A permanent traffic signal will be added to the intersection of NW 18th Street and NW Briargate Drive. A permanent traffic signal will replace the existing traffic signal at the intersection of NW 18th Street and NW Ash Drive. The traffic signal improvements at both intersections will include pedestrian push buttons and pedestrian signal heads with stand-alone pedestal poles being anticipated. No traffic signal changes other than fiber optic interconnect additions are anticipated at the NW 18th Street and N Ankeny Boulevard (US 69) intersection. Fiber optic cable replacement will be provided from N Ankeny Boulevard to the newly replaced signals at NW Ash Drive.

(b) Utilize project base mapping and proposed intersection layouts to prepare traffic signal plans for a new traffic signal installation at the intersection of NW 18th Street and NW Briargate Drive, and replacement of the traffic signal at the intersection NW 18th Street and NW Ash Drive. Traffic signal improvements are anticipated to include pushbutton installations on separate pedestal poles.

(c) The use of video detection is anticipated.

(d) The installation of emergency vehicle preemption (EVP) equipment will be included.

(e) The installation of CCTV cameras is included in this scope of services.

(f) Combination traffic signal/light poles are anticipated to be used, including both traffic signal mast arms and luminaire arms.

(g) The signal design will also include supplemental traffic signs to be installed as part of the traffic signal system. This includes street name signs, lane use arrow signs and other associated mast arm signing.

(h) Signal timing and coordination plans will be developed, provided, and implemented by the OWNER.

(i) Prepare preliminary traffic signal layouts to be included in the preliminary plan submittal to the OWNER.

(j) Prepare traffic signal check plans to be included in the check plan submittal to the OWNER. Check plans are anticipated to include the following:

(i) Signal Notes and Estimated Quantities Sheet

(ii) Signal Layout Sheets
(iii) Signal Wiring Sheets
(iv) Phasing Sheets
(v) Signal Details Sheets

(k) Prepare cost opinion for proposed traffic signal improvements.
(l) Complete final plans, based on OWNER comments received.

Fiber Optic Upgrade Design and Plans

(m) Prepare preliminary layout of proposed fiber optic communications connection along NW 18th Street between NW Ash Drive and N Ankeny Boulevard. The conduit location will be based on a future five-lane section. Include preliminary layout in the preliminary plan submittal to the OWNER.
(n) Prepare check plans for fiber optic connection to include fiber optic cable, tracer wire, and pull rope within a new 2-inch conduit to be included in the check plan submittal to the OWNER. Check plans are anticipated to include the following:
(i) Fiber optic circuit/ conduit alignment and handholes placement.
(ii) Fiber optic circuit design, including cable configuration, splicing and terminations will be coordinated with the OWNER.
(iii) Typical fiber optic circuit/conduit installation details.
(iv) Staging design and notes to minimize down time to the fiber optic system currently in place.
(o) Prepare cost opinion for proposed fiber optics improvements.
(p) Compete final plans, based on OWNER comments received.

F) Phase 590 – Land Acquisition
1) Task 594 – Property Acquisition Exhibits and Individual Parcel Exhibits
(a) The ENGINEER shall prepare an exhibit for property acquisition and will consist of a full-size strip plot with the major property acquisition elements on the aerial photograph. Includes shading, lettering, and other techniques to delineate property ownership name and address, existing property lines, proposed fee title right-of-way needs, and permanent/temporary easement needs.

G) Phase 600 – Construction Administration
1) 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) ENGINEER will post Notice of Letting and OWNER will publish Public Hearing in accordance with Iowa Code.
(c) The ENGINEER will maintain the planholder's List.
(d) The ENGINEER shall provide Drawings, Specifications, and Bid Documents.
(i) The ENGNEER 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 letting.
(i) Review Bidders Qualifications
  (i) The ENGINEER shall check for correctness and qualifications of apparent low bidders.
(j) The ENGINEER shall prepare Contract and Performance, Payment, and Maintenance Bond and distribute executed construction contracts 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.

H) Phase 650 – Onsite Project Representative
1) Not Included. To be completed via Amendment or Separate Agreement.

I) Phase 700 – Survey Services
1) Task 701 – Survey Services (General)
(a) Expanded Topographic Survey Limits
  (i) Upon completion of the Traffic Study, it was noted that additional survey was necessary as the following items extended survey needs beyond the original scope:
    (a) Additional turn lanes needed at the intersection of NW Ash Drive and NW 18th Street
    (b) Additional turn lanes were needed at the intersection of NW Briargate Drive and NW 18th Street
    (c) Eastbound right turn lane at the intersection of NW Ash Drive was longer than anticipated.
    (d) Rerouting of the trail within the park at the southwest corner of NW Ash Drive and NW 18th Street in order to avoid park sign relocation.
  (ii) The ENGINEER made numerous coordination efforts to contact utilities as well as made two (2) additional field visits to survey marked utilities due to poor and unmarked utilities by USIC (Iowa One Call) and utilities.
  (iii) The ENGINEER will mark, in the field, utility line heights in order to determine height of new signal poles at NW Ash Drive/NW 18th Street and NW Briargate Drive/NW 18th Street intersections.
  (iv) Additional survey for design of the potential relocation of the Veterinary Clinic driveway (301 NW 18th Street) is not included in this agreement. Should the driveway be relocated and additional survey is necessary, this work will be completed via an amendment or separate agreement.
  (v) Included as part of this task is the updating of the project base maps and topographic surfaces.
(b) Right of Way/Easement Staking
  (i) The ENGINEER will make up to two (2) additional site visits to mark property corners, easement limits, and construction limits to aid in the discussion and one-on-one meetings with affected property owners.
(c) Soil Boring Location Survey
  (i) The ENGINEER will perform one (1) mobilization to mark and spray paint soil boring locations.
(d) Subsurface Utility Exploration Survey
  (i) The ENGINEER will perform up to five (5) mobilizations for survey work for utility explorations. This includes one (1) mobilization to mark locations for test holes and four (4) mobilizations to survey found utilities. Additionally, this work includes CADD drafting for

potholed elevations of the utilities and coordination with OWNER and Contractor to perform the work.

(ii) Included as part of this task is the updating of the project base maps and topographic surfaces.

(e) Utility Relocation Staking

(i) The ENGINEER will perform staking to aid in the relocation of franchise utilities. This task will include communication with utility companies regarding their needs and staking. This task includes one (1) staking effort per each utility company. A total of eight (8) hours has been estimated for this task.

2) Task 712 – Acquisition Plats and Legal Description

(a) Acquisition and Permanent Easement Plats

(i) The ENGINEER will provide acquisition and/or permanent easement plats in accordance with Iowa Code for the PROJECT. This includes a signed drawing for each plat at a suitable scale depicting the needs for the PROJECT along with legal descriptions. Two (2) original signed Plats will be provided to the OWNER for the recording of the document at the Polk County Recorder's office. Monuments will be set at locations shown on the Acquisition Plat as required by Iowa Code. The estimated number of plats for this PROJECT are shown below:

(a) Acquisition (Fee Title) Plats: Five (5)

(b) Permanent Easement Plats: One (1)

(ii) Temporary Easement Exhibits

(a) The ENGINEER will provide Temporary Construction Easement exhibits for each parcel requiring temporary construction easements for the PROJECT. The estimated number of temporary easement exhibits is ten (10).

(b) The following table summarizes the anticipated PROJECT plats and exhibits for which this scope of services task has been developed:

Owner Name Parcel Address/Location	Fee Title	Temp. Ease.	Perm. Ease.
Stonecrest Meadows Townhouse Association, Inc. Outlot X Stonecrest Meadows Townhomes Plat 1	1	1	
Hale Development Company, LLC Lot 1 Georgetown Plat 9	1	1	
Denny Elwell Family LC 1802 N Ankeny Blvd		1	
Maples Condos LC 1800 N Ankeny Blvd		1	
City of Ankeny 410 W 1st Street		1	1
James McNamara 1622 NW Maple Pl	1	1	
D&M Associates, LLC 401 NW 18th Street		1	
Riordan Partners, LLC 301 NW 18th Street	1	1	
DLE Seven LLC 205 NW 18th Street	1	1	

DLE Seven LLC 1730 N Ankeny Blvd		1	
Total	5	10	1

(b) If the OWNER determines additional acquisition plats or legal descriptions are necessary, the ENGINEER shall prepare these via Amendment or Separate Agreement.

J) Phase 800 – Project Closeout
1) Not Included. To be completed via Amendment or Separate Agreement.

K) Phase 850 - Project Management and Coordination
1) Task 851 – Project Management and Coordination (assume 12 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 twelve (12) 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 develop agenda, attend, and provide meeting minutes of one (1) preliminary design meeting to review preliminary plan design comments received by the OWNER, one (1) final design meeting to review check plan design comments received by the OWNER, and one (1) additional meeting included for miscellaneous purposes, 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 shall submit the Concept Drawings to each utility company at the beginning of preliminary design to inform the companies of the upcoming PROJECT.
(ii) The ENGINEER shall perform a total of two (2) joint utility coordination meeting with utility company representatives upon the conclusion of preliminary design. These meetings are to identify conflicts, review utility relocation plans prepared by utility companies, and help facilitate a schedule with the OWNER and utility companies to perform relocations. The ENGINEER will prepare an agenda, document discussions and decisions, and provide meeting minutes. The meetings will be on two different days with one in the morning and one in the afternoon.
(iii) The ENGINEER will perform coordination efforts electronically with each utility company.
(iv) The ENGINEER will review utility relocation plans and provided by the franchise utilities. For budget purposes, the ENGINEER will review six (6) utility relocation plans.
(d) Project Information Meeting
(i) The ENGINEER will conduct one (1) project information meeting that will be attended by three (3) staff members of the ENGINEER. 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, comments and sign-in sheets, and project hand out information for the meeting.

(iii) The ENGINEER will compile written and oral comments and submit to the OWNER.
(iv) Reserving of the meeting facility and the mailing of the public notification will be completed by the OWNER. The ENGINEER will prepare the notice for the OWNER.

(e) Individual Property Owner Meetings
(i) The ENGINEER shall perform one (1) meeting with parcel located at the southwest corner of NW 18th Street and NW Briargate Drive (Veterinary Clinic) to discuss potential for driveway relocation off NW Briargate Drive. Staff of the OWNER will be involved in the meeting.
(ii) The ENGINEER shall attend and organize one (1) meetings with the City of Ankeny Parks Department to discuss the trail relocation at the southwest corner of NW 18th Street and NW Ash Drive. The City of Ankeny Parks Department has stated that if the City of Ankeny decides to relocate or replace the "Prairie Ridge Sports Complex" sign in lieu of a trail relocation on to adjacent park to avoid the sign, then that design and construction work would not be included as part of this agreement.

L) Phase 950 – Subconsultants and Fees
1) Task 961 – Geotechnical Borings (Terracon)
(a) The ENGINEER will retain services of a subconsultant to provide boring services for the PROJECT as a subconsultant.
(b) The subconsultant will perform seven (7) soil borings (including pavement cores) along NW 18th Street.
(c) The subconsultant will coordinate with the OWNER for any necessary permits and perform truck mobilization, drilling, and traffic control during drilling operations.
(d) The subconsultant will provide the ENGINEER with boring logs, summary, and spreadsheet of laboratory results and soil classifications (USCS and AASHTO).
(e) The preliminary boring layout is shown below:

Boring Numbers	Function	Proposed Depth (ft)
SB-01, SB-03 – SB-05 and SB-07	Roadway	10 (50 feet total)
SB-02 and SB-06	Roadway and Traffic Signal	30 (60 feet total)
Total		**110 feet**

2) Task 962 - Subsurface Utility Investigation (Subconsultant)
(a) The ENGINEER will retain services of a subconsultant to provide hydro excavation services for the PROJECT as a subconsultant.
(b) The subconsultant will provide hydro excavation of 20 utility locations.

(i) For budget purposes, it is assumed that slot trenches at 6-inches wide, up to 5-feet deep, at varying lengths (assume a total of 300-ft long of hydro excavation [approximately 15-ft long per location])

(c) The subconsultant will provide temporary covers (wood panels) and orange safety fence around holes as needed to protect the public from excavated holes, prior to final backfilling.

(d) The subconsultant will provide soil to backfill holes upon completion of survey.

(e) The subconsultant will provide temporary traffic control for these operations.

3) Task 970 – Reimbursable Permit and Publication Fees
   (a) Iowa DNR NPDES Stormwater Discharge Permit publication in the Des Moines Register.
   (b) Iowa DNR Water Supply Section – Construction Permit Application is not expected to be included on the PROJECT.
   (c) Iowa DNR Wastewater Construction Permit Application is not expected to be included on the PROJECT.
   (d) Notice of Hearing publication and associated fees for publication in the Des Moines Register are to be completed by OWNER.
   (e) 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	
(a) Task 401 – Preliminary Design and Plans	$105,800.00
(b) Task 413 – Geotechnical Design	$ 7,400.00
5) Phase 500 – Final Design	
(a) Task 501 – Final Design and Plans	$108,200.00
(b) Task 512 – Traffic Signal and Fiber Optics Interconnect Design	$ 49,200.00
6) Phase 590 – Land Acquisition	$ 1,400.00
7) Phase 600 – Construction Administration	
(a) Task 602 – Advertising, Bidding, and Contract Award	$ 3,700.00
8) Phase 650 – Onsite Project Representative	$ 0.00
9) Phase 700 – Survey Services	
(a) Survey Services (General)	$ 16,200.00
(b) Acquisition Plats and Legal Descriptions	$ 13,300.00
10) Phase 800 – Project Closeout	$ 0.00
11) Phase 850 – Project Management and Coordination	$ 34,100.00
12) Phase 950 – Subconsultant and Reimbursable Fees	
(a) Task 961 – Geotechnical Borings (Terracon)	$ 14,300.00
(b) Task 962 – Subsurface Utility Exploration (Subconsultant)	$ 30,900.00
(c) Task 970 – Permit and Publication Fees	$ 500.00
Not to Exceed Fee:	$385,000.00

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	February 8, 2022
2. Preliminary Design	February 8, 2022 – April 26, 2022
3. Televising Existing Sanitary and Storm Sewer (OWNER)	February 2022 – March 2022
4. Project Information Meeting	April 2022
5. Acquisition Plat Preparation	May 2022
6. Subsurface Utility Exploration	May 2022
7. Right-of-Way Negotiations	May 2022 – December 2022
8. Check Plan Design	May 2022 – October 24, 2022
9. OWNER Check Plan Review (2 weeks)	October 24, 2022 – Nov. 4, 2022
10. Final Plan Design	Nov. 7, 2022 – Nov. 18, 2022
11. Project Letting (Local)	December 13, 2022
12. Construction	April 2023 - November 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) Septic system reconstruction plans.
C) Construction staking, RPR, and construction administration services.
D) Environmental and/or Cultural Review and Assessment.
E) Drainage Repot or Drainage Memorandum
F) Irrigation (lawn sprinkler) restoration plans or specifications.
G) Media correspondences and public outreach planning documents.
H) Boundary retracement of existing lots to set missing monuments.
I) Land purchase costs, closing costs associated with land acquisition, and costs associated with condemnation process.
J) Appraisal fees and condemnation services.
K) Testing of any suspect environmental material, including but not limited to asbestos, radon, lead based paint, air quality, or industrial waste.
L) Grant Administration.
M) Preparation of bidding or contract documents for alternate bid prices.
N) Record drawings.
O) Construction material testing services.
P) Other permits not indicated within this scope.
Q) Any permit and publication fees associated with permit applications except as noted.
R) Project management and coordination tasks beyond that scheduled project completion period.
S) Special meetings and meetings not outlined in the Scope of Services.
T) 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, 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.

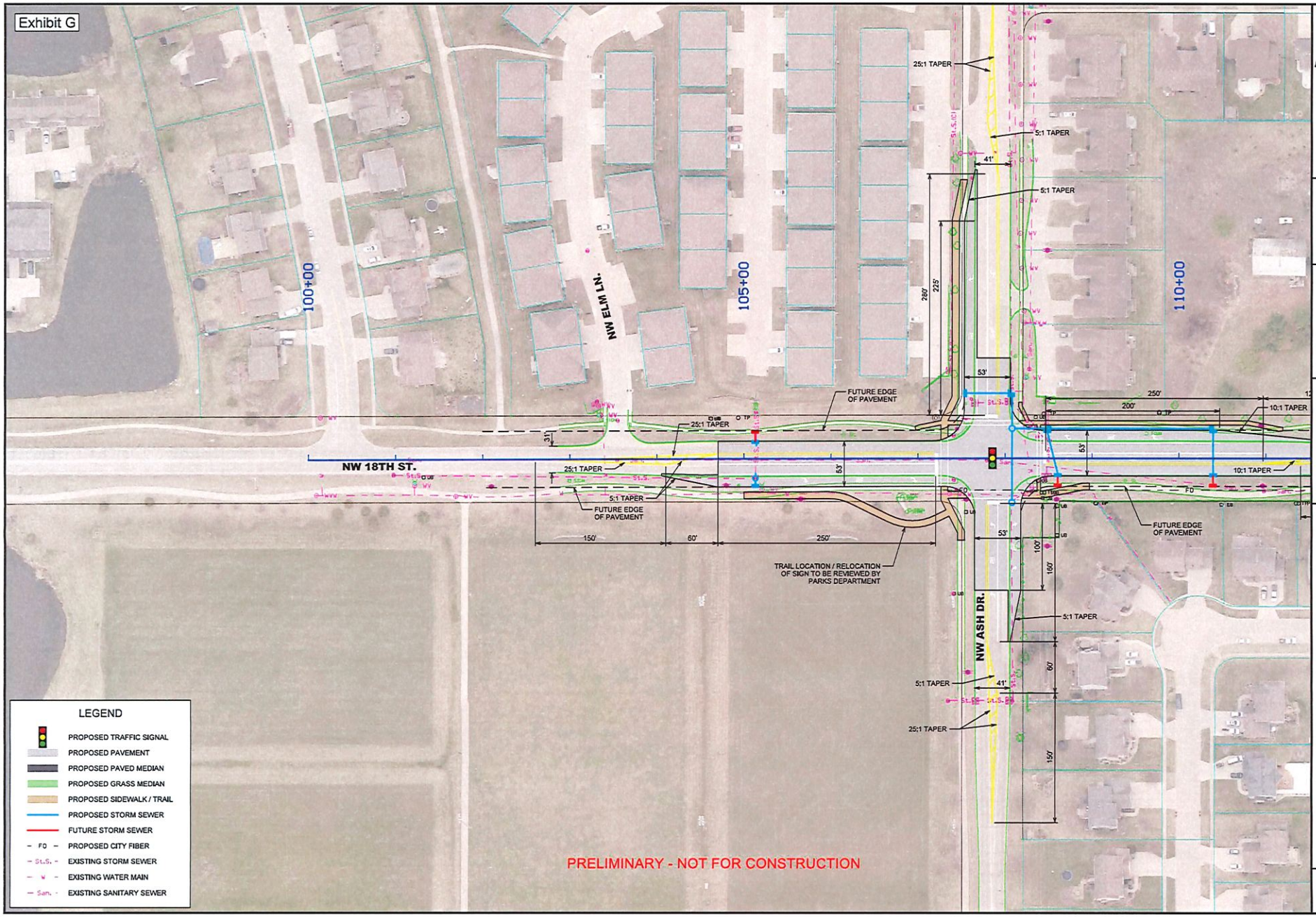
5. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a 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.



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main 515.512.1361
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Clive | Fort Dodge
North Liberty | Sioux City
Macon, MO | Columbia, MO
North Kansas City, MO
Lenexa, KS

NOTICE:
McClure Engineering Co. is not responsible or liable for any issues, claims, damages, or losses (collectively, "Losses") which arise from failure to follow these Plans, Specifications, and the engineering intent they convey, or for Losses which arise from failure to obtain and/or follow the engineers' or surveyors' guidance with respect to any alleged errors, omissions, inconsistencies, ambiguities, or conflicts contained within the Plans and Specifications.

N
50 25 0 50

REVISIONS

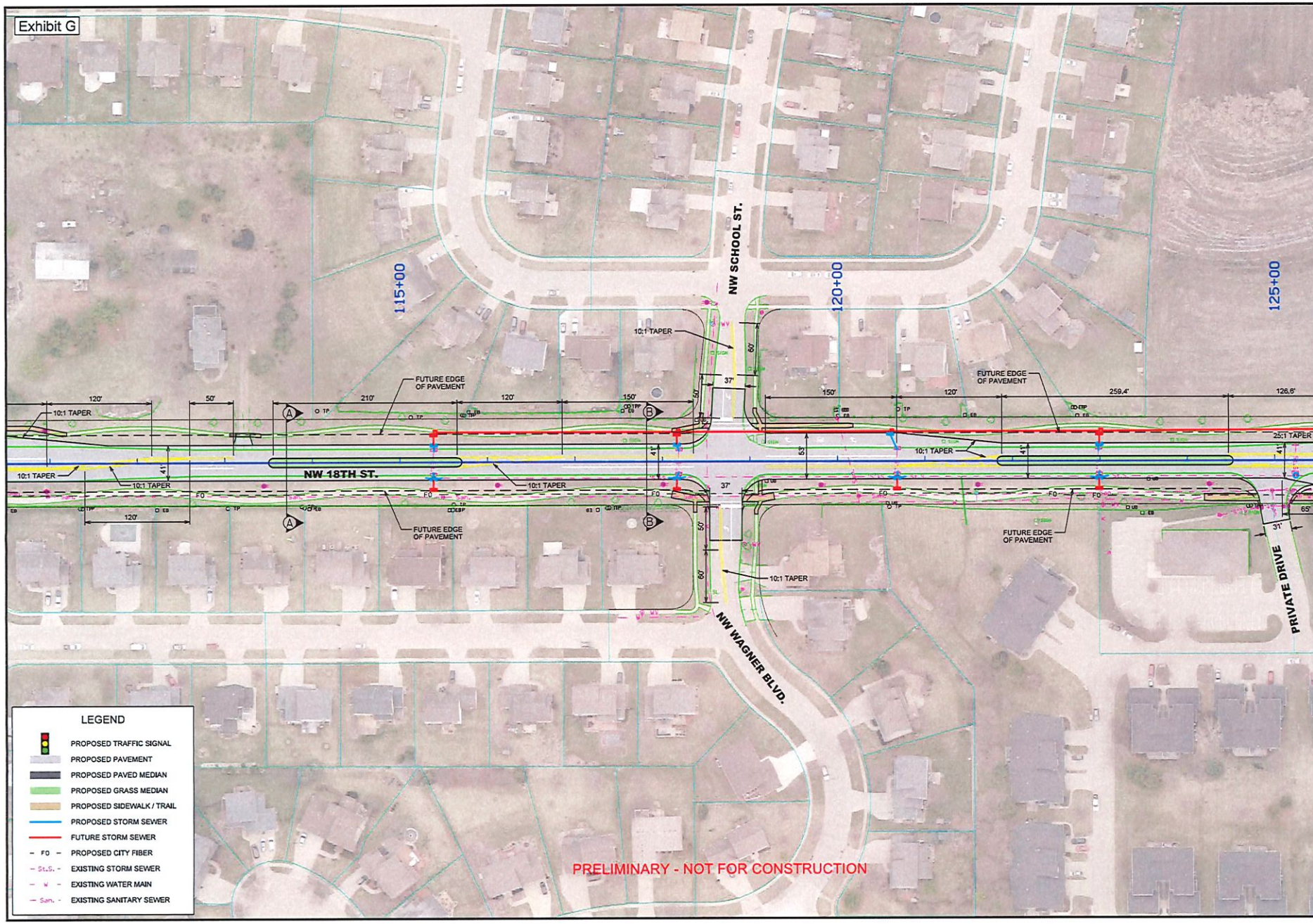
PROJECT INFO
211008-000

ENGINEER	DRAWN BY	CHECKED BY
GAP	CDH	<QAQC>

NW 18th Street Reconstruction
NW Ash Drive to N Ankeny Boulevard
Ankeny, Iowa

PROJECT CONCEPT

DRAWING NO.
D.1



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50 25 0 50

REVISIONS

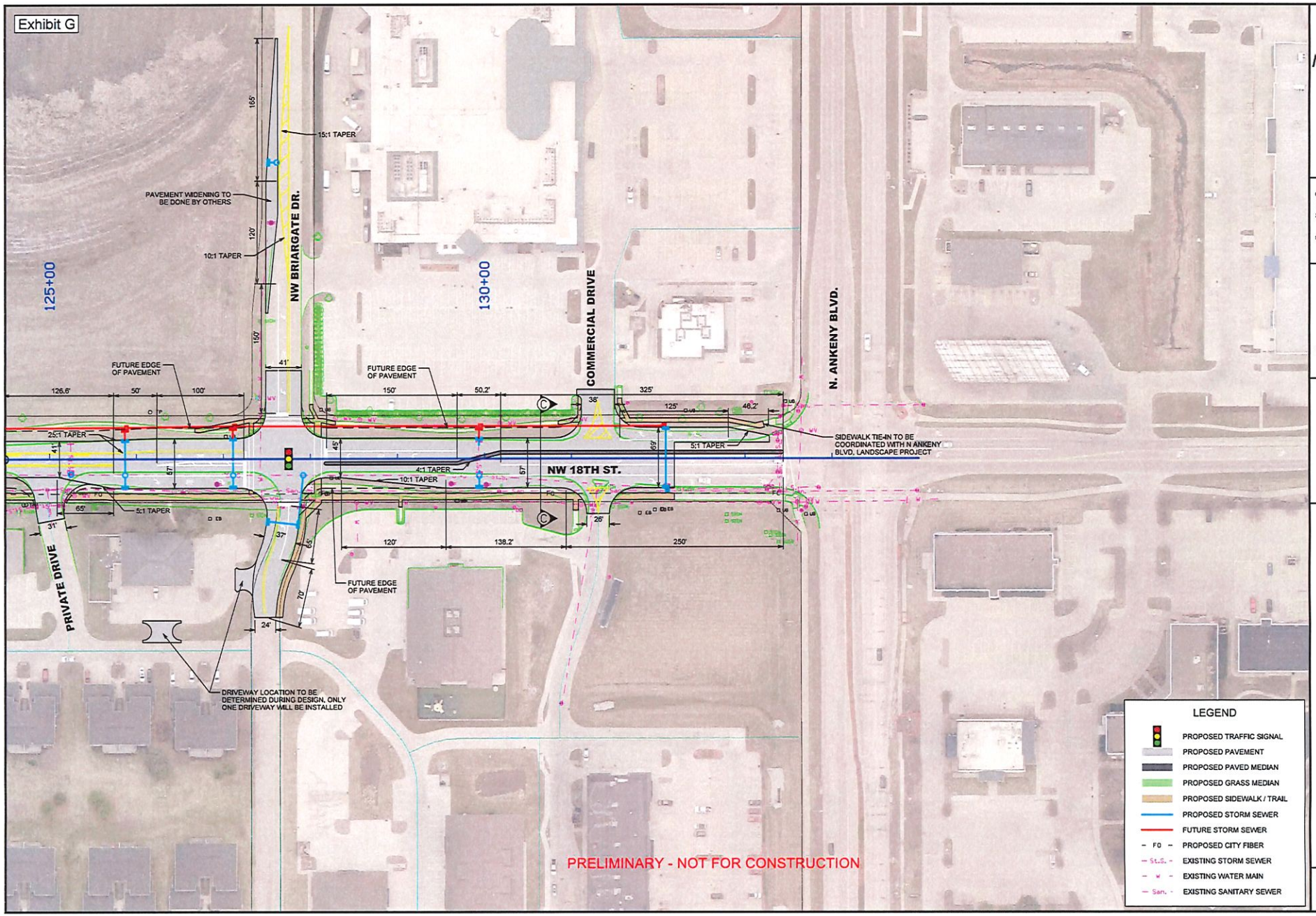
PROJECT INFO
211008-000

ENGINEER	DRAWN BY	CHECKED BY
SAP	CDH	«QAQC»

NW 18th Street Reconstruction
NW Ash Drive to N Ankeny Boulevard
Ankeny, Iowa

PROJECT CONCEPT

DRAWING NO.
D.2



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N

50 25 0 50

REVISIONS

PROJECT INFO
211008-000

ENGINEER SAP | DRAWN BY CDH | CHECKED BY «QAQC»

NW 18th Street Reconstruction
NW Ash Drive to N Ankeny Boulevard
Ankeny, Iowa

PROJECT CONCEPT

DRAWING NO.
D.3

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

February 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:
Municipal Utilities	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 $85,440.00 with Nilles Associates for construction services on the NE Crestmoor Sanitary Sewer Replacement project.

EXECUTIVE SUMMARY:

The scope of the construction 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 construction services is $85,440.00. The original Professional Services Agreement for design and bidding engineering services was $37,700.00. Adding Amendment No. 1 to the Professional Services Agreement increases the total contract amount to $123,140.00.

It is recommended that the City Council approve Amendment No. 1 to the Professional Services Agreement with Nilles Associates in the amount of $85,440.00 for the NE Crestmoor Sanitary Sewer Replacement project.

FISCAL IMPACT: **No**

This project is included in the City's 2022 - 2026 Capital Improvements Program for construction in 2023.

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the City Council approve Amendment No. 1 to the Professional Services Agreement with Nilles Associates in the amount of $85,440.00 for the NE Crestmoor Sanitary Sewer Replacement project.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Amendment #1
Professional Services Agreement

This is **EXHIBIT A1**, consisting of 6 pages, referred to in and part of **Amendment No. 1 to Owner-Engineer Agreement** dated March 21, 2022.

Engineer's Services

Exhibit A of the Agreement is amended to include the following:

PART 1 – BASIC SERVICES

Engineer shall perform the following Additional Services:

A1.05 *Construction Phase*

A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:

1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in the Construction Contract. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.

2. *Resident Project Representative (RPR):* Provide the services of a RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D**.**

3. *Pre-Construction Conference:* Direct a pre-construction conference prior to commencement of Work at the Site, including preparation of an agenda and minutes of the meeting.

4. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.

5. *Construction Staking:* As appropriate, provide construction staking to establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.

6. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:

a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not

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intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

7. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.

8. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.

9. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision

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on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.

10. **[NOT USED]**

11. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.

12. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.

13. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.

14. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

15. *Substitutes and "Or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.

16. [NOT USED]

17. *Change Proposals and Claims:* (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.

18. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

    a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such

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observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

19. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.14. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.

20. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist

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Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.

21. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables:

    a. Setup and attend weekly on-site progress meetings throughout the duration of active construction.

22. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner that the Work is acceptable to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.

23. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract. Duration of Construction Phase is anticipated to be 40 working days.

A1.06 *Post-Construction Phase*

A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:

1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.

2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.

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3. Perform or provide the following other Post-Construction Phase tasks or deliverables:

    a. Prepare and furnish to Owner record drawings showing appropriate information based on project annotated record documents received from Contractor. Provide survey-grade X, Y, Z data and feature type identifier for all manholes provided in a tabular text file format. This will include an 11x17 paper copy, a PDF copy, and a CAD file with street and utility linework.

    b. Detailed post-construction topographic surveys are not included.

B. The Post-Construction Phase services may commence during the Construction Phase.

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This is **EXHIBIT C1**, consisting of 1 page, referred to in and part of the **Amendment No. 1 to Owner-Engineer Agreement** dated March 21, 2022.

Payments to Engineer for Services and Reimbursable Expenses

Exhibit C of the Agreement is amended to include the following:

ARTICLE 2 – OWNER'S RESPONSIBILITIES

Paragraph C2.01.A.4 is modified to include the following:

A. The compensation for services shall be increased by $85,440 based on the following estimated distribution of compensation:

e.	Construction Phase	$79,940
f.	Post-Construction Phase	$5,500

B. The total compensation for services under paragraph C2.01 is revised to be $123,140.

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This is **EXHIBIT D**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated March 21, 2022.

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

Article 1 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 1 - SERVICES OF ENGINEER

D1.01 *Resident Project Representative*

A. Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.

B. Through RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A1, Paragraph A1.05, of this Agreement are applicable.

C. The duties and responsibilities of the RPR are as follows:

1. *General:* RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.

2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.

3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

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4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.

5. *Liaison:*

    a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.

    b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-site operations.

    c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.

6. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor. ,

7. *Shop Drawings and Samples:*

    a. Record date of receipt of Samples and Contractor-approved Shop Drawings.

    b. Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.

    c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.

8. *Proposed* M*odifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.

9. *Review of Work; Defective Work:*

    a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.

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b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work. ; and

c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. *Inspections, Tests, and System Start-ups:*

a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.

b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.

c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.

d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.

e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

11. *Records*:

a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.

b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.

c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.

d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile

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numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.

e. Maintain records for use in preparing Project documentation.

f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

12. *Reports:*

a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.

b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.

c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.

d. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

13. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

14. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

15. *Completion*:

a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.

b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.

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c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Certificate of Completion.

D. Resident Project Representative shall not:

1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).

2. Exceed limitations of Engineer's authority as set forth in this Agreement.

3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.

4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.

5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.

6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.

7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.

8. Authorize Owner to occupy the Project in whole or in part.

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This is **EXHIBIT K**, consisting of 2 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated March 21, 2022.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 1

The Effective Date of this Amendment is: February 6, 2023.

Background Data

Effective Date of Owner-Engineer Agreement: March 21, 2022.

Owner: City of Ankeny, IA

Engineer: Nilles Associates, Inc.

Project: NE Crestmoor Sanitary Sewer Replacement.

Nature of Amendment:

Additional Services to be performed by Engineer

Modifications of payment to Engineer

Description of Modifications:

Exhibit A1

Exhibit C1

Exhibit D

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Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER: City of Ankeny, IA	ENGINEER: Nilles Associates, Inc.
By:	By:
Print name: Mark E. Holm	Print name: John Nilles
Title: Mayor	Title: Pres.
Date Signed: February 6, 2023	Date Signed: February 6, 2023

Attest: _____

Address for Owner's receipt of notices:	Address for Engineer's receipt of notices:
1210 NW Prairie Ridge Dr.	1933 SW Magazine Road
Ankeny, IA 50023	Ankeny, IA 50023
Designated Representative (Paragraph 8.03.A):	Designated Representative (Paragraph 8.03.A):
Don Clark, PE	Jake Nilles, PE, CPESC
Title: Director of Municipal Utilities	Title: Project Manager
Phone Number: 515-963-3529	Phone Number: 515-360-3070
E-Mail Address: DClark@AnkenyIowa.gov	E-Mail Address: jaken@nillesinc.com

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AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of **March 21, 2022** ("Effective Date") between

CITY OF ANKENY, IOWA ("Owner") and

NILLES ASSOCIATES, INC. ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:
NE CRESTMOOR SANITARY SEWER REPLACEMENT

("Project").

Other terms used in this Agreement are defined in Article 7.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 *General*

A. Owner shall have the responsibilities set forth herein and in Exhibit B.

B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.

C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.

D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:

1. any development that affects the scope or time of performance of Engineer's services;

2. the presence at the Site of any Constituent of Concern; or

3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

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ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 *Commencement*

A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 *Time for Completion*

A. Engineer shall complete its obligations within a reasonable time.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 *Payments*

A. **[NOT USED]**

B. **[NOT USED]**

C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.

D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

A. Engineer's opinions (if any) of probable Construction Cost 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 Cost 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 cost estimate.

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5.02 **[NOT USED]**

5.03 *Opinions of Total Project Costs*

A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.

B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.

D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

E. *Compliance with Laws and Regulations, and Policies and Procedures:*

1. Engineer and Owner shall comply with applicable Laws and Regulations.

2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.

3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:

a. changes after the Effective Date to Laws and Regulations;

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b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;

c. changes after the Effective Date to Owner-provided written policies or procedures.

F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.

G. **[NOT USED]**

H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.

J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.

K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.

L. Engineer's services do not include providing legal advice or representation.

M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

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6.02 **[NOT USED]**

6.03 *Use of Documents*

A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.

B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.

C. 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.

D. 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 Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.

C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating

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systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 *Insurance*

A. Engineer shall procure and maintain insurance as set forth in Exhibit G. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.

B. Owner shall procure and maintain insurance.

C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.

D. **[NOT USED]**

E. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.

F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.

G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

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6.06 **[NOT USED]**

6.07 *Controlling Law*

A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

6.08 *Successors, Assigns, and Beneficiaries*

A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

6.09 *Dispute Resolution*

A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.

B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.10 *Environmental Condition of Site*

A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.

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B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.

D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.

E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.

F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.11 *Indemnification and Mutual Waiver*

A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants.

B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations.

C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys fees and

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expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.

E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

F. *Mutual Waiver:* To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

6.12 *Records Retention*

A. Engineer shall maintain on file in legible form, for a period of ten years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.13 *Miscellaneous Provisions*

A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

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D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

E. *Accrual of Claims:* To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:

1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.

2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.

3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.

4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.

5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.

6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.

7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.

8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material

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of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.

10. *Construction Contract Documents*—Those items designated as "Contract Documents" in the Construction Contract, and which together comprise the Construction Contract.

11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.

12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.

13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.

14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.

16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.

17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables,

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whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.

18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.

20. *Engineer*—The individual or entity named as such in this Agreement.

21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.

22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.

24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.

25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer as part of A1.06 Post-Construction Phase services and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.

26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.

27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D with the future Construction Amendment.

28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

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29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.

30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.

31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.

36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.

37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

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B. *Day*:

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

A. Exhibit A, Engineer's Services.

B. Exhibit B, Owner's Responsibilities.

C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.

D. Exhibit D, **[NOT USED]**

E. Exhibit E, **[NOT USED]**

F. Exhibit F, **[NOT USED]**

G. Exhibit G, Insurance.

H. Exhibit H, Dispute Resolution.

I. Exhibit I, **[NOT USED]**

J. Exhibit J, **[NOT USED]**

K. Exhibit K, Amendment to Owner-Engineer Agreement.

8.02 *Total Agreement*

A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit K to this Agreement.

8.03 *Designated Representatives*

A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

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8.04 *Engineer's Certifications*

A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;

3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: CITY OF ANKENY	Engineer: NILLES ASSOCIATES, INC.
By:	By:
Print name: Mark E. Holm	Print name: John P. Nilles
Title: Mayor	Title: President
Date Signed:	Date Signed: 3/21/2022
Address for Owner's receipt of notices:	Address for Engineer's receipt of notices:
1210 NW Prairie Ridge Dr.	1250 SW State Street, Suite A
Ankeny, IA 50023	Ankeny, IA 50023
Designated Representative (Paragraph 8.03.A):	Designated Representative (Paragraph 8.03.A):
Don Clark, P.E.	Jake Nilles, PE, CPESC
Title: Director of Municipal Utilities	Title: Project Manager
Phone Number: 515-963-3529	Phone Number: 515-360-3070
E-Mail Address: DClark@AnkenyIowa.gov	E-Mail Address: jaken@nillesinc.com

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This is **EXHIBIT A**, consisting of 4 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated March 21, 2022.

Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 *Concept Phase* **[NOT USED]**

A1.02 *Preliminary Design Phase*

A. Engineer shall:

1. Prepare Preliminary Design Phase documents consisting of final design criteria and preliminary drawings. Refer to Exhibit A-1 for project description and map.

2. **[NOT USED]**

3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Perform design locate request via Iowa One Call and include field locates in topographic mapping. Analyze existing street pavement with the project boundary, and advise Owner if additional pavement should be replaced.

4. Visit the Site as needed to prepare the Preliminary Design Phase documents.

5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.

6. **[NOT USED]**

7. Prepare an opinion of probable Construction Cost.

8. Perform or provide the following other Preliminary Design Phase tasks or deliverables:

   a. Preliminary plans showing proposed sanitary sewer layout.

   b. One Utility Coordination Meeting.

   c. One Preliminary Design Review Meeting.

   d. If required, prepare documents for Construction Easement Documents.

9. Furnish copy of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner for review.

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10. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate.

B. **[NOT USED]**

A1.03 *Final Design Phase*

A. After acceptance by Owner of the Preliminary Design Phase documents, Engineer shall:

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.

2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.

3. **[NOT USED]**

4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.

5. **[NOT USED]**

6. **[NOT USED]**

7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner. City of Ankeny standard front-end documents, SUDAS Supplemental Specifications, and SWPPP template will be used for part of the specifications.

8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.

9. Perform or provide the following other Final Design Phase tasks or deliverables:

   a. Final design plans to include the following:

      1) Demolition/removals plan.
      2) Erosion Control Plan/SWPPP.
      3) Coordination with franchise utilities.
      4) Final sanitary sewer location.

   b. Prepare and submit Iowa Department of Natural Resources construction permits for sanitary sewer.

10. Furnish for review by Owner a copy of the Construction Contract Documents.

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11. Revise the final Construction Contract Documents in accordance with comments and instructions from the Owner, as appropriate.

B. **[NOT USED]**

C. **[NOT USED]**

D. **[NOT USED]**

A1.04 *Bidding or Negotiating Phase*

A. After acceptance by Owner of the final Drawings and Specifications and upon written authorization by Owner to proceed, Engineer shall:

1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents. Quest CDN will be used for bid document distribution.

2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.

3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.

4. Consult with Owner as to the qualifications of prospective contractors.

5. **[NOT USED]**

6. **[NOT USED]**

7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts and bonds for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.

8. **[NOT USED]**

9. **[NOT USED]**

B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors.

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A1.05 *Construction Phase* **[NOT USED]**

A1.06 *Post-Construction Phase* **[NOT USED]**

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.

1. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.

2. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.

3. Furnishing services of Consultants for other than Basic Services.

4. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.

5. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.

6. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.

A2.02 *Additional Services Not Requiring Owner's Written Authorization* **[NOT USED]**

PART 3 – PROJECT SCHEDULE

a.	07/15/2022	Submit Preliminary Plans
b.	09/16/2022	Submit Final Plans
c.	Late 2022/Early 2023	Bid Date

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EXHIBIT A-1

2022 - 2026 Capital Improvement Program

2022 *thru* 2026

City of Ankeny, Iowa

Department Sewer Utility
Contact Municipal Utilities Director

Project # SNS-22-002
Project Name NE Crestmoor Sanitary Sewer Replacement

Type Replacement
Useful Life 40 years
Category Sanitary Sewers

Description

Installation of approximately 600 LF of 8" sanitary sewer along NE Crestmoor Place, between NE 7th Street and NE 9th Street. This replacement project will utilize open-cut construction within the ROW.

Justification

This project is necessary due to the deterioration of the existing vitrified clay pipe which is nearing its useful lifespan. Several locations within this segment of pipe have sags ranging between 30-50%. Replacement is necessary in order to eliminate future backups which could adversely impact upstream development. With the proposed alignment located within the pavement, half-street improvements (paving, curb & gutter) will also need to be replaced.

Expenditures	2022	2023	2024	2025	2026	Total
Engineering-Design	38,200					38,200
Engineering-Construction Services		31,820				31,820
Construction Costs		349,990				349,990
Total	**38,200**	**381,810**				**420,010**

Funding Sources	2022	2023	2024	2025	2026	Total
Sewer Fund	38,200	381,810				420,010
Total	**38,200**	**381,810**				**420,010**

Budget Impact/Other

It is anticipated that construction of this project should have an immediate benefit to the sanitary sewer within this area by increasing system capacity, and reducing the frequency of basement backups. This should result in a reduced need for inspection and maintenance.

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.
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EXHIBIT A-1

2022 - 2026 Capital Improvement Program

2022 *thru* 2026

City of Ankeny, Iowa

Department Sewer Utility

Contact Municipal Utilities Director

Project #	SNS-22-002
Project Name	NE Crestmoor Sanitary Sewer Replacement

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This is **EXHIBIT B**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated March 21, 2022.

Owner's Responsibilities

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.

B. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.

C. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.

D. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.

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This is **EXHIBIT C**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated March 21, 2022.

Payments to Engineer for Services and Reimbursable Expenses

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER'S RESPONSIBILITIES

C2.01 *Compensation For Basic Services – Standard Hourly Rates Method of Payment*

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer's Consultants' charges, if any.

2. The Standard Hourly Rates charged by Engineer constitute full and complete compensation for Engineer's services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or Engineer's Consultants' charges.

3. Engineer's Standard Hourly Rates are attached to this Exhibit C as Appendix 2.

4. The total compensation for services under Paragraph C2.01 is estimated to be $37,700 based on the following estimated distribution of compensation:

a.	Concept Phase	**[NOT USED]**
b.	Preliminary Design Phase	$22,200
c.	Final Design Phase	$11,000
d.	Bidding or Negotiating Phase	$4,500
e.	Construction Phase	**[NOT USED]**
f.	Post-Construction Phase	**[NOT USED]**

5. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner.

6. The total estimated compensation for Engineer's services included in the breakdown by phases as noted in Paragraph C2.01.A.4 incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer's Consultants' charges.

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7. **[NOT USED]**

8. **[NOT USED]**

C2.02 *Compensation For Reimbursable Expenses*

A. Owner shall pay Engineer for all Reimbursable Expenses.

B. Reimbursable Expenses include the following: permit application fees, costs for Quest CDN, and reproduction costs for Contract Documents.

C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project.

C2.03 **[NOT USED]**

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This is **Appendix 2 to EXHIBIT C**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated March 21, 2022.

Standard Hourly Rates Schedule

A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

B. *Schedule:*

Hourly rates for services performed on or after the date of the Agreement are:

Engineer VII	**$140.00**
Engineer VI	**130.00**
Engineer V	**115.00**
Engineer IV	**105.00**
Engineer III	**95.00**
Engineer II	**85.00**
Engineer I	**75.00**
Landscape Architect V	**125.00**
Landscape Architect IV	**115.00**
Landscape Architect III	**105.00**
Landscape Architect II	**95.00**
Landscape Architect I	**85.00**
Land Surveyor VI	**125.00**
Land Surveyor V	**115.00**
Land Surveyor IV	**100.00**
Land Surveyor III	**90.00**
Land Surveyor II	**80.00**
Land Surveyor I	**70.00**
Technician VI	**95.00**
Technician V	**85.00**
Technician IV	**75.00**
Technician III	**70.00**
Technician II	**65.00**
Technician I	**60.00**
Administrative	**65.00**

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Exhibit G

City of Ankeny Insurance Requirements for Professional Services

1. Nilles Associates, Inc. shall furnish a signed Certificate of Insurance to the City of Ankeny, Iowa for the coverage required in Exhibit A prior to commencing work and at the end of the project if the term of work is longer than 60 days. Providers presenting annual certificate shall present a Certificate at the end of each project with the final billing. Each Certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent. Each Certificate shall include a statement under Description of Operations as to why issued. Eg: Project # _____ or Lease of premises at _____ or construction of _____.

2. All policies of insurance required hereunder shall be with a carrier authorized to do business in Iowa and all carriers shall have a rating of A or better in the current A.M. Best's Rating Guide.

3. Each Certificate shall be furnished to the contracting department of the City of Ankeny.

4. Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Ankeny. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.

5. Subcontractors and sub subcontractor performing work or service shall provide a Certificate of Insurance in accord with Exhibit G - 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 G - 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 G - A

A) COMMERCIAL GENERAL LIABILITY

General Aggregate Limit	$ 2,000,000
Products-Completed Operations Aggregate Limit	$ 2,000,000
Personal and Advertising Injury Limit	$ 1,000,000
Each Occurrence	$ 1,000,000
Fire Damage Limit (any one occurrence)	$ 50,000
Medical Payments	$ 5,000

a) Coverage shall be written on an occurrence, not claims made, form. All deviations from the standard ISO commercial general liability form CG 0001, or Business owners form BP 0002, shall be clearly identified.
b) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit" or CG 25 03 "Designated Construction Project (s) General Aggregate Limit" as appropriate.
c) Include endorsement indicating that coverage is primary and non-contributory.
d) Include endorsement to preserve Governmental Immunity. (Sample attached).
e) Include an endorsement that deletes any fellow employee exclusion.
f) Include additional insured endorsement for:

The City of Ankeny, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 2026.

B) AUTOMOBILE LIABILITY

$ 1,000,000 (Combined Single Limit)

C) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

Statutory benefits covering all employees injured on the job by accident or disease as prescribed by Iowa Code Chapter 85 as amended.

Coverage A	Statutory – State of Iowa
Coverage B	Employers Liability

Each Accident	$500,000
Each Employee-Disease	$500,000
Policy Limit-Disease	$500,000

Policy shall include an endorsement providing a waiver of subrogation to the City of Ankeny. Coverage B limits shall be greater if required by Umbrella Carrier.

D) UMBRELLA LIABILITY

$ 2,000,000

Umbrella liability coverage must be at least following form with the underlying policies included herein.

E) **PROFESSIONAL LIABILITY** $ 2,000,000

- The Contractor shall maintain Errors and Omissions Liability covering negligent acts, errors and/or omissions, including design errors of the Contractor for damage sustained by reason of or in the course of operations under this Contract. ~~The policy/coverages shall be amended to include the following:~~

  ~~Amendment of any Contractual Liability Exclusion to state: "This exclusion does not apply to any liability of others which you assume under a written contract provided such liability is caused by your negligent acts."~~

- In the event that any professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Contract is completed.

- Policy shall contain a waiver of subrogation against the City of Ankeny.

F) **CONTRACTOR'S ENVIRONMENTAL LIABILITY** $ 2,000,000

- Applicable if Professional Services performed includes Environmental activities included but not limited to: use or application of hazardous materials, environmental testing, monitoring, assessment or cleanup, transportation of hazardous materials, pesticide spraying and certain recycling and waste reduction activities.

Preservation of Governmental Immunities Endorsement

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

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

3. Assertion of Governmental Immunity. The City of Ankeny, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier.

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

5. No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under this policy.

This is **EXHIBIT H**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated March 21, 2022.

Dispute Resolution

Paragraph 6.09 of the Agreement is supplemented to include the following agreement of the parties:

H6.09 *Dispute Resolution*

A. *Mediation*: Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

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This is **EXHIBIT K**, consisting of _____ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated March 21, 2022.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. _____

The Effective Date of this Amendment is: _____.

Background Data:

Effective Date of Owner-Engineer Agreement:
Owner:
Engineer:
Project:

Nature of Amendment:

Description of Modifications:

Agreement Summary:

Original agreement amount:	$_____
Net change for prior amendments:	$_____
This amendment amount:	$_____
Adjusted Agreement amount:	$_____

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:	ENGINEER:
_____	_____
By: _____	By: _____
Print name: _____	Print name: _____
Title: _____	Title: _____
Date Signed: _____	Date Signed: _____

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ANKENY CITY COUNCIL

City Council Agenda

February 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:
Public Works	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 $43,500.00 with Snyder & Associates, Inc. for construction engineering services on the NW Northlawn Area Utility Improvements - Phase 2 project.

EXECUTIVE SUMMARY:

Snyder & Associates, Inc. completed the design of the NW Northlawn Area Utility Improvements - Phase 2 project which was bid locally on November 29, 2022. The Public Works Department proposes to continue using Snyder & Associates, Inc. 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 $43,500.00. The original Professional Services Agreement for design engineering services is $54,900.00. Adding Amendment No. 1 to the Professional Services Agreement increases the total contract amount to $98,400.00.

It is recommended that the City Council approve Amendment No. 1 to the Professional Services Agreement with Snyder & Associates, Inc. in the amount of $43,500.00 for the NW Northlawn Area Utility Improvements - Phase 2 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 #1
Professional Services Agreement

AMENDMENT NO. 1
TO THE PROFESSIONAL SERVICES AGREEMENT
NW NORTHLAWN AREA UTILITY IMPROVEMENTS – PHASE 2
ANKENY, IOWA

This Amendment entered into this 6th day of February, 2023, to the Professional Services Agreement dated June 7, 2021, by and between the City of Ankeny, Iowa, a municipal corporation, hereinafter referred to as the "CLIENT", and Snyder & Associates, Inc., hereinafter referred to as the "PROFESSIONAL".

This Amendment is associated with the Construction Services for the NW Northlawn Area Utility Improvements – Phase 2 project, hereinafter referred to as the "PROJECT".

Now, therefore, it is hereby agreed by and between the parties hereto that the Agreement for Professional Services be amended as follows:

ARTICLE I. SCOPE OF WORK, SECTION C. CONSTRUCTION SERVICES,

Replace Section C of the original agreement with the following Section C:

C. CONSTRUCTION SERVICES

1. CONSTRUCTION ADMINISTRATION

a. The PROFESSIONAL shall arrange and conduct a preconstruction conference with the Contractor and CLIENT to review the contract requirements, details of construction, submittal requirements, and work schedule prior to construction.

b. The PROFESSIONAL shall review shop drawings and other submissions from the Contractor for general compliance with the construction contract.

c. The PROFESSIONAL shall assist the CLIENT with On-Call construction administration assistance throughout the duration of the construction project. This construction assistance may comprise of answering questions from the CLIENT, attend construction meetings, construction observation, and similar type work upon request of the CLIENT. The PROFESSIONAL has anticipated a maximum of 1 hours of assistance per week for approximately 30 weeks.

d. The PROFESSIONAL shall attend a final walk through of the project and provide a certificate of project completion.

2. CONSTRUCTION STAKING

The PROFESSIONAL shall be responsible for providing all construction stakes for the PROJECT. The construction documents shall contain a provision that the PROFESSIONAL shall provide one set of stakes for each construction operation. Any staking that is destroyed due to construction that has to be replaced, will be at the Contractor's expense. It is anticipated that the PROFESSIONAL shall perform the following items:

a. Project site horizontal and vertical control point verification and setup (Horizontal and vertical control points will be available for the grading and building contractor for machine control).

b. Existing pavement removals and construction limits (100' intervals and points of deflection).

c Roadway sub-grade checks (Check stakes provided on centerline/100' intervals throughout the roadway).

d. Storm sewer pipe, structures and structure adjustments (SUDAS station location offsets with flow line and rim/form grade/inlet elevations).

e. Sanitary sewer pipe, structures and structure adjustments (SUDAS station location offsets with flow line and rim elevations).

f. Hydrant locations, water main pipe, water critical crossings, structures and adjustments (Centerline pipe, top of pipe elevations, hydrant structure offsets).

g. Roadway pavement pave-thrus and intersection back of curb (Paving hubs staked on 25' intervals in tangents and horizontal curves to a pre-determined height).

h. Driveway pavement (Paving hubs staked on 25' intervals and points of deflection, top of slab elevations).

i. Roadway sidewalk pavement (Paving hubs staked on 50' intervals and driveway edges. Offsets to a single edge to a pre-determined height).

j. ADA compliance sidewalk (ADA ramp curb drops, top of ramp and landing/turning space locations, corner offsets with elevations).

k. Roadway lighting (Center of pole locations) for relocation of wood poles back into existing ROW post-construction.

3. RECORD DRAWINGS

The PROFESSIONAL shall furnish reproducible record drawings for the PROJECT according to CLIENT requirements. Such record drawings may contain a waiver of liability phrase in regard to unknown changes made by the Contractor without CLIENT/PROFESSIONAL approval. It is anticipated that the PROFESSIONAL shall perform the following items:

a. Underground utility location data from construction/observation phase including water main crosses, tees, and bends.

b. Storm, sanitary and water main above ground structure location data.

c. Record Drawing deliverables per the City of Ankeny Submittal requirements.

4. MONUMENT PRESERVATION

The PROFESSIONAL shall prepare a Monument Preservation Certificate in accordance with Iowa Code 355.6A. This document may include but not limited to identifying the existing monuments within the public improvement project corridor and shall replace any monument disturbed or removed at its preserved position. The results of this survey will be provided to the CLIENT and recorded with the County Recorder's Office.

Three (3) different monument preservation drawings are anticipated for this Phase.

ARTICLE IV. COMPENSATION AND TERMS OF PAYMENT, shall be amended as follows:

A. BASIC ENGINEERING SERVICES

		Base Contract	Amendment 1	Base Contract +Amendment 1
1.	Project Administration and Coordination	$14,000.00	$0.00	$14,000.00
2.	Final Design and Construction Plan Preparation	$34,400.00	$0.00	$34,400.00
3.	Project Information Meeting	$3,100.00	$0.00	$3,100.00
4.	Bid Period Assistance	$2,900.00	$0.00	$2,900.00
	TOTAL	$54,900.00	$0.00	$54,900.00

B. CONSTRUCTION SERVICES

		Base Contract	Amendment 1	Base Contract +Amendment 1
1.	Construction Administration	$0.00	$11,000.00	$11,000.00
2.	Construction Staking	$0.00	$24,000.00	$24,000.00
3.	Record Drawings	$0.00	$6,000.00	$6,000.00
4.	Monument Preservation	$0.00	$2,500.00	$2,500.00
	TOTAL	$0.00	$43,500.00	$43,500.00
	TOTAL CONTRACT AMOUNT	**$54,900.00**	**$43,500.00**	**$98,400.00**
	TOTAL AMENDMENT NO. 1			**$43,500.00**

Billings shall include sufficient documentation to explain the charges. All billings shall be accompanied by a Billings Information Report on a form provided to the PROFESSIONAL by the CLIENT.

All other terms of this Agreement shall remain unchanged and unaffected by this Amendment. IN WITNESS WHEREOF, the parties hereto have executed this CONTRACT as of this ___ day of _____, 20___.

ATTEST: CITY OF ANKENY, POLK COUNTY, IOWA

_____ By _____
Michelle Yuska Mark E. Holm, Mayor
City Clerk, City of Ankeny

ATTEST: SNYDER & ASSOCIATES, INC.

_____ By _____
David N. Moeller, President

SNYDER & ASSOCIATES

STANDARD PROFESSIONAL SERVICES AGREEMENT

(Long Form-modified)

NOW ON THIS 7th day of June, 2021, **Snyder & Associates, Inc.,** 2727 SW Snyder Blvd., P.O. Box 1159, Ankeny, IA 50023, (hereinafter, Professional), and **City of Ankeny, Iowa** (hereinafter, Client) do hereby agree as follows:

1. **PROJECT:** Professional agrees to provide Professional Services (Services) for Client's project known and identified as: NW NORTHLAWN AREA UTILITY IMPROVEMENTS – PHASE 2

2. **SCOPE and FEES:** The Scope of and the fees to be paid for said Services are set forth on Exhibit A attached hereto and by this reference made a part of this Agreement. Any Services not shown on Exhibit A shall be considered Additional Services. Additional Services may only be added by written change order, amendment or supplement to this agreement signed by both parties.

3. **STANDARD OF CARE:** In providing Services under this Agreement, the Professional shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same professional discipline currently practicing under similar circumstances at the same time and in the same or similar locality. Professional makes no warranty, express or implied, as to its professional services rendered under this Agreement.

   3.1. Client shall promptly report to Professional any defects or suspected defects in the Professional's Services of which Client becomes aware so that the Professional may take measures to minimize the consequences of such a defect.

   3.2. Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like requirement.

   3.3. Professional shall correct any reported defects in Professional's Services at Professional's cost.

   3.4. No withholdings, deductions or offsets shall be made from the Professional's compensation for any reason unless the professional has been found to be legally liable for such amounts by a court of competent jurisdiction.

4. **CODE COMPLIANCE:** Professional shall exercise usual and customary professional care in its efforts to comply with applicable laws, codes and regulations in effect as of the date of this Agreement. Design changes made necessary by newly enacted laws, codes and regulations after the date of this Agreement shall entitle the Professional to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provision of this Agreement.

   4.1. In the event of a conflict between laws, codes and regulations of various governmental entities having jurisdiction over this Project, the Professional shall notify the Client of the nature and impact of such conflict. The Client agrees to cooperate and work with the Professional in an effort to resolve this conflict.

5. **ESTIMATES OF PROBABLE CONSTRUCTION COST:** Should Professional be requested and it is included in the Scope of Services to provide an estimate of probable construction cost, Client understands that the Professional has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the Professional's estimates of probable construction costs are made on the basis of the Professional's professional judgment and experience. The Professional makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from the Professional's estimate of probable construction cost.

6. **INFORMATION PROVIDED BY OTHERS:** All information, requirements, instructions, criteria, reports, data, findings, plans, specifications, and surveys required by this Agreement and furnished by Client, may be used by Professional in performing its services and Professional is entitled to rely upon the accuracy and completeness thereof. Professional shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Client and/or the Client's consultants and contractors.

7. **TIMELINESS:** Professional will perform its services with reasonable diligence and expediency consistent with sound professional practices.

8. **SCHEDULE OF SERVICES:** Professional is authorized to begin providing the Services as of the date Professional receives a fully executed original signature copy of this Agreement.

    8.1. Professional shall complete its services within a reasonable time; or, within the specific period(s) of time, if any, set forth in Exhibit A which are hereby agreed to be reasonable.

    8.2. Professional shall not be responsible for delays and/or for damages, if any, arising directly or indirectly from causes beyond the Professional's control. Such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in a timely manner; failure by the Client or the Client's contractors or consultants to timely perform; or discovery of any hazardous substances or differing site conditions.

    8.3. If Professional is delayed, through no fault of its own, and the orderly and continuous progress of Professional's services is impaired or suspended; or, the Client authorizes or directs changes in the scope, extent, or character of the Project, then the time for the completion of Professional's services, and the rates and amounts of Professional's compensation, shall be equitably adjusted.

    8.4. If Professional is unable, through its own fault, to timely complete its services as required in this Agreement, including any adjustments thereto, then Client shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

9. **CLIENT'S RESPONSIBILITIES:** Client understands and agrees that it will be responsible for and in a timely manner:

    9.1. Provide to Professional, at Client's cost, all known and existing information, plans, specifications and data pertaining to or affecting the Project; all criteria and full information as to Client's requirements for the Project; all construction standards which Client will require to be included in the plans and specifications; copies of all other entities findings and reports generated for Client with respect to this Project; and such other information as may be requested and reasonably required to enable Professional to complete its services under this Agreement.

    9.2. Provide for safe access to and make all provisions for Professional to enter upon public and private property as required for Professional to perform its services under this Agreement.

9.3. Coordinate the timing and sequence of Professional's services with the services of others to the Project.

9.4. Provide reviews, certifications, authorizations, approvals, licenses and permits from all governmental authorities having jurisdiction over the Project or any part thereof and such reviews, certifications, authorizations, approvals, easements, rights-of-way and consents from others as may be necessary for Professional to complete its services under this Agreement.

9.5. Give written notice to Professional whenever Client observes or otherwise becomes aware of any Project Site concerns, any defect or nonconformance in the performance of any Contractor or other Consultant working on the Project, or of any other event or development that may affect the scope or time of performance of Professional's services; and, also, give written notice of any defect or nonconformance of Professional's services.

9.6. Provide services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment as may be required prior to the design of the Project, during the design and/or construction of the Project, or upon completion of the Project with appropriate professional interpretation thereof, unless such services are included within Professional's scope of services under this Agreement.

9.7. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and substantial completion and final payment Project Site visits.

10. **INVOICING AND PAYMENTS:** Professional shall prepare invoices in accordance with its standard invoicing practices and submit the invoice(s) to Client on a monthly basis. Client agrees to timely pay each invoice within 30 days of the invoice date.

10.1. Payments not paid within said 30 days shall accrue interest on unpaid balances at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said 30th day. In addition, Professional may, after giving 7 days written notice to Client, suspend services under this Agreement until Professional has been paid in full for Services, interest, expenses and other related charges rendered, accrued, advanced and/or incurred by Professional to the date of suspension. **Client waives any and all claims against Professional arising out of or resulting from said suspension.** Payments will be credited first to accrued interest and then to unpaid principal.

10.2. In the event legal action is necessary to enforce the payment terms of this Agreement, Professional shall be entitled to collect from Client and Client agrees to pay to Professional any judgment or settlement sum(s) due, plus reasonable attorneys' fees, court costs and other expenses incurred by Professional for such collection action and, in addition, the reasonable value of the Professional's time and expenses spent for such collection action, computed according to the Professional's prevailing fee schedule and expense policy. The formal mediation requirements in Paragraph 17, Dispute Resolution, shall not apply and are hereby waived for purposes of this subparagraph 10.2.

11. **INDEMNIFICATION:** To the fullest extent permitted by law, the Professional hereby agrees as follows:

    11.1. With regard to the professional services performed and to be performed hereunder by or through the Professional, Professional agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the proportionate extent that Claims are caused by Professional's negligent acts, errors or omissions, or willful misconduct. The indemnity obligations provided under this section shall only apply to the extent such Claims are determined by a court of competent jurisdiction or arbitrator to have been caused by the negligence or willful misconduct of Professional or of consultants, subconsultants or anyone for whom the Professional is responsible under this agreement. The Professional shall have no duty to defend but shall reimburse defense costs to the same extent as the overall indemnity obligations herein. These indemnity obligations shall not apply to the extent said Claims arise out of, pertain to, or relate to the negligence of Client or Client's agents, or other independent contractors, including the contractor, subcontractors of contractor or other consultants of Client, or others who are directly responsible to Client, or for defects in design or construction furnished by those persons and/or entities.

    11.2. With regard to any acts or omissions of the Professional in connection with this Agreement which do not comprise professional services, the Professional further agrees to indemnify, defend and hold harmless the Client from and against any and all claims, demand actions, causes of action, losses, liabilities, costs, reasonable attorneys' fees and litigation expenses (all of the foregoing being hereinafter individually and collectively called "claims") provided that any such claim is attributable to bodily injury, death, or property damage suffered or incurred by, or asserted against, the Indemnified Parties to the extent, but only to the extent, that the claims are the result of any negligent act or omission by the Professional, its consultants or subconsultants or anyone for whom the Professional is responsible under this agreement, excluding, however, bodily injury, death or property damage arising out of the rendering or failure to render any professional services by the Professional (which is covered by subparagraph 11.1 above).

    11.3. To the fullest extent permitted by law, the Client agrees to indemnify and hold Professional harmless from any loss, damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the Client's willful misconduct or negligent acts, errors or omissions.

    11.4. Neither Client nor Professional shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or willful misconduct or for the negligence or willful misconduct of others.

12. **MUTUAL WAIVERS:** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Professional, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement.

13. **OWNERSHIP OF INSTRUMENTS OF SERVICE**: The Client acknowledges the Professional's plans, specifications, and other documents, including electronic files, as the work papers of the Professional and the Professional's instruments of professional service. Nevertheless, the final printed hard copy construction documents prepared under this Agreement shall become the property of the Client upon completion of the services and payment in full of all monies due to the Professional. The Client shall not reuse or make any modification to the construction documents without the prior written authorization of the Professional. The Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Professional, its officers, directors, employees and subconsultants (collectively, Professional) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way connected with the unauthorized reuse or modification of the construction documents by

the Client or any person or entity that acquires or obtains the construction documents from or through the Client without the written authorization of the Professional.

13.1. Under no circumstances shall the transfer of said instruments of service be deemed a sale by the Professional, and the Professional makes no warranties, either express or implied, of merchantability and fitness for any particular purpose, nor shall such transfer be construed or regarded as any waiver or other relinquishment of the Professional's copyrights in any of the foregoing, full ownership of which shall remain with the Professional, absent the Professional's express prior written consent.

13.2. Should Professional agree to delivery of electronic files to Client, Client agrees, as a condition precedent, to sign Professional's Electronic Media Transfer Agreement prior to said delivery and further agrees that such delivery is for convenience, not reliance by the receiving party.

13.3. The Client is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the Professional and the electronic files, the signed or sealed hard-copy construction documents shall govern.

13.4. The Client agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The Client agrees not to transfer any of the delivered electronic files to others without the prior written consent of the Professional. The Client further agrees to waive all claims against the Professional resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than the Professional.

14. **CERTIFICATIONS, GUARANTEES AND WARRANTIES:** The Professional shall not be required to sign any documents, no matter by whom requested, that would result in the Professional's having to certify, guarantee or warrant the existence of conditions whose existence the Professional cannot ascertain or in the sole judgment of the Professional, increase the Professional's risk or the availability or cost of its professional or general liability insurance. The Client also agrees not to make resolution of any dispute with the Professional or payment of any amount due to the Professional in any way contingent upon the Professional signing any such certification.

15. **RIGHT TO RETAIN SUBCONSULTANTS:** The Professional may engage the services of any professional as a subconsultant when, in the Professionals' sole opinion, it is appropriate to do so. Such subconsultants may include both general and specialized professional services deemed necessary by the Professional to carry out the scope of the Professional's services. Professional shall not be required by the Client to retain any subconsultant not fully acceptable to the Professional.

16. **SUSPENSION OF SERVICES**: If the Project or the Professional's services are suspended by the Client for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this Agreement, the Professional shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the Client shall compensate the Professional for expenses incurred as a result of the suspension and resumption of its services, and the Professional's schedule and fees for the remainder of the Project shall be equitably adjusted.

16.1. If the Professional's services are suspended for more than ninety (90) days, consecutive or in the aggregate, the Professional may terminate this Agreement upon giving not less than seven (7) calendar days' written notice to the Client.

16.2. If the Client is in breach of the payment terms or otherwise is in material breach of this Agreement, the Professional may suspend performance of services upon seven (7) calendar days' notice to the Client. The Professional shall have no liability to the Client, and the Client agrees to make no claim for any delay

or damage as a result of such suspension caused by any breach of this Agreement by the Client. Upon receipt of payment in full of all outstanding sums due from the Client, or curing of such other breach which caused the Professional to suspend services, the Professional will resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

17. **DISPUTE RESOLUTION:** In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and the Professional agree that all disputes between them shall be negotiated in good faith for a reasonable period of time. If the parties fail to resolve all of the issues, then those issues not so resolved shall be submitted to formal nonbinding mediation prior to either party exercising their rights under the law. Each party shall be responsible for their own attorney fees, mediation costs and litigation costs. The cost of the mediator shall be shared equally by the parties.

    17.1. The Client and the Professional shall endeavor to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to encourage all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation, prior to the exercise of their respective legal rights, as the primary method for dispute resolution among the parties to all those agreements.

    17.2. The Client and the Professional agree that this Agreement and any legal actions concerning its validity, interpretation and/or performance shall be governed by the laws of the State of Iowa without regard to any conflict of laws provisions, which may apply the laws of other jurisdictions.

    17.3. It is further agreed that any legal action between the Client and the Professional arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in the State of Iowa.

18. **TERMINATION:** In the event of termination of this Agreement by either party, the Client shall within fifteen (15) calendar days of termination pay the Professional for all services rendered and all reimbursable costs incurred by the Professional up to the date of termination, in accordance with the payment provisions of this Agreement.

    18.1. The Client may terminate this Agreement for the Client's convenience and without cause upon giving the Professional not less than seven (7) calendar days' written notice.

    18.2. Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for any of the following reasons:

        18.2.1. Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

        18.2.2. Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;

        18.2.3. Suspension of the Project or the Professional's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate;

        18.2.4. Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

18.3. In the event of any termination that is not the fault of the Professional, the Client shall pay the Professional, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by the Professional in connection with the orderly termination of this Agreement, including demobilization associated overhead costs and all other expenses directly resulting from the termination.

19. **THIRD-PARTY BENEFICIARIES:** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Professional. The Professional's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Professional because of this Agreement or the performance or nonperformance of services hereunder.

20. **ASSIGNMENT:** Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by the Professional as a generally accepted business practice, shall not be considered an assignment or sublet for purposes of this Agreement (See paragraph 15 above).

21. **SEVERABILITY AND SURVIVAL:** If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect. Notwithstanding completion or termination of this Agreement for any reason, all rights, duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

22. **ENTIRE AGREEMENT AND MODIFICATIONS:** This Agreement and the following Exhibits which are incorporated by this reference and made a part of this Agreement:

Exhibit	**A**	**Scope of Services**	**Exhibit**	**C**	**Standard Fee Schedule**
Exhibit	**B**	**Insurance Requirements**	**Exhibit**	**D**	**Location Map**

contain the entire understanding between the Parties, superseding all prior or contemporaneous communications, agreements, and understandings between the Parties with respect to the subject matter hereof. This Agreement may not be modified in any manner except by written amendment, addendum, change order, or supplement executed by both Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of the day and year first above written.

CITY OF ANKENY, IOWA **(Client)**

By: _____
(Authorized agent)

Mark Holm Mayor Pro-tem
(Printed or typed signature)

SNYDER & ASSOCIATES, INC. (Professional)

By: _____
(Authorized agent)

Mark A. Land
(Printed or typed signature)

Route executed copy to:JWH

EXHIBIT A – SCOPE OF SERVICES

NW NORTHLAWN AREA UTILITY IMPROVEMENTS – PHASE 2

I. SCOPE OF WORK

A. PROJECT DESCRIPTION

The PROFESSIONAL shall provide Professional Services as required to complete the preparation and assembly of the PROJECT as follows:

1. The PROJECT includes the final design for the construction of roadway and utility improvements for the Phase 2 area of the NW Northlawn neighborhood in the City of Ankeny (refer to EXHIBIT D for Phase 1 through Phase 4 project limits).

2. The PROJECT includes reconstructing the following roadways:

   a. Approximately 1,010 LF of NW Scott Street from a 25' wide roadway to a 31' wide roadway from just north of NW 2nd Street to approximately 375 LF north of NW 4th Street. The project ends where the existing roadway width widens to an existing 31' wide roadway.

   b. Approximately 50 LF of NW 3rd Street and NW 4th Street to complete the intersection returns and adjacent storm sewer intakes.

3. Removing existing and installing new storm sewer with sump services within the PROJECT limits.

4. Removing existing 4" water main and installing new 8" water main and services within the PROJECT limits.

5. Removing existing and installing new sanitary sewer and services within the PROJECT limits.

6. Removing existing and installing new driveway approaches, sidewalk and sidewalk ramps, and traffic signs within the PROJECT limits.

7. Preparing one set of plans for the PROJECT to be constructed in 2022. The PROFESSIONAL will complete design, plans, contract documents, specifications, and bid phase assistance, defined in Article I.B, for the Project.

B. BASIC ENGINEERING SERVICES

The PROFESSIONAL shall provide the Basic Engineering Services as follows.

1. PROJECT ADMINISTRATION

a. Monthly progress reports.

b. Monthly billing reports.

c. Project coordination for engineering with internal staff and the CLIENT.

d. Project design review with the CLIENT of the preliminary plans submitted on April 1, 2020, and the Check Plans.

e. Two meetings with the CLIENT to review the project plans, construction details, construction staging, and project schedule.

f. Franchise utility coordination for utility relocations needed prior to construction commencing.

g. Submit pre-construction documents to the CLIENT per the City of Ankeny submittal requirements.

2. FINAL DESIGN AND CONSTRUCTION PLAN PREPARATION

The PROFESSIONAL shall prepare construction documents for the PROJECT to meet the schedule outlined in Article III.

a. The PROFESSIONAL shall complete the final design, plans, specifications, and bid documents for the improvements for the established scope for the PROJECT and furnish a copy of these documents to the CLIENT for review and approval prior to final acceptance and distribution for a local letting. The final design will involve the development of project details, general notes, constructability methods, final plan contract drawings, special provisions, construction limits, control reference notes, erosion control, staging, and coordination.

b. The project information will include full plan sheets including the following:

i. Title Sheet (A-Sheets)
ii. Typical Section and Special Details (B-Sheets)

iii. Quantities, Estimate Reference Information, and Tabulations (C-Sheets)
iv. Roadway Plan and Profile Information (D-Sheets)
v. Removal Sheets (F-Sheets)
vi. Survey Control (G-Sheets)
vii. Staging and Traffic Control (J-Sheets)
viii. Horizontal and Vertical Geometry and Jointing (L-Sheets)
ix. Storm Sewer Plan and Profile Sheets (M-Sheets)
x. Sanitary Sewer Plan and Profile Sheets (MSA-Sheets)
xi. Water Main Plan and Profile Sheets (MWM-Sheets)
xii. Grading Contours and Erosion Control Sheets (R-Sheets)
xiii. Horizontal and Vertical Geometry for Sidewalk Ramps (S-Sheets)
xiv. Roadway Cross Sections @ 25' Intervals and at all driveway approaches (W-Sheets)

c. Specifications may include Special Provisions to supplement SUDAS Standard Specifications and the City of Ankeny Supplemental Specifications.

d. It is anticipated that the PROJECT will consist of two main stages. Stage 1 will consist of all construction work for the south half of NW Scott Street reconstruction and Stage 2 will consists of all construction work for the north half of NW Scott Street reconstruction. NW Scott Street will be closed to traffic within the limits of each stage. NW 2nd Street and NW Bramble Road will remain open to traffic for alternate routes for local traffic. Temporary sidewalks will be needed to provide access to the residents' homes located within the current staging limits. The staging and traffic control (J-sheets) will be prepared to reflect this.

e. The PROFESSIONAL will submit a Check Plan set to the CLIENT for review and comment. The PROFESSIONAL will submit an opinion of probable construction costs to the CLIENT with 5% construction contingency.

f. The PROFESSIONAL will submit Bid Documents including standard City of Ankeny front end documents to the CLIENT. The PROFESSIONAL will submit a final opinion of probable construction costs with 0% construction contingency. Statements of probable construction costs prepared by the PROFESSIONAL represent the best judgement as a design professional familiar with the construction industry.

g. Permits: Prepare and submit to CLIENT and Iowa DNR the NPDES, Wastewater, and Water Supply Permits. All fees required for the permits will be included with this agreement.

3. PROJECT INFORMATION MEETING

After Labor Day, around the time of the Check Plan Submittal to the CLIENT, the PROFESSIONAL and CLIENT will present the design to the property owners and tenants within the project limits at a Project Information Meeting. The PROFESSIONAL will be responsible for preparing an aerial display drawing for the meeting that will depict the project details, attending the meeting, and responding to property owner questions. The CLIENT will be responsible for notifying the owners, tenants, and residents along the project corridor of the meeting.

4. BID PERIOD ASSISTANCE

The PROFESSIONAL shall perform the following services:

a. Bidding Documents. The PROJECT will be let by the CLIENT, and the PROFESSIONAL shall supply the necessary Contract Documents for this process. The PROFESSIONAL shall distribute the Contract Documents to potential bidders via upload to QuestCDN.

b. Advertising. Answer questions from potential contractors, subcontractors, and suppliers, and coordinate with the CLIENT during this phase of services.

c. Bidding. The PROFESSIONAL shall attend the bid letting at which bids are received, tabulate the bids, and make a recommendation to the CLIENT regarding award of the construction contract to the lowest qualified bidder.

C. CONSTRUCTION SERVICES

Construction services shall be performed by the CLIENT or by the PROFESSIONAL under a separate Agreement or Amendment.

D. CHANGES IN THE SCOPE OF SERVICES

The CLIENT may request Extra Services from the PROFESSIONAL not included in the Scope of Services as outlined. Extra Services may include, but not be limited to, expanding the scope of the PROJECT and work to be completed; requesting the development of various documents; or requesting additional work items that increases the Professional Services and corresponding costs. Extra Services shall

be performed as requested in writing by the CLIENT on an hourly basis in accordance with the current fiscal year Snyder & Associates, Inc. Standard Fee Schedule in affect at the time of actual performance. All services quoted on a lump sum basis shall be valid for one year from the contract date.

E. STORM WATER DISCHARGE COMPLIANCE / HOLD HARMLESS

1. PROFESSIONAL'S Responsibility

In the event the scope of work to be performed under the terms and conditions of this Agreement includes permitting and creation of an initial Storm Water Pollution Prevention Plan (SWPPP), then and in that event and notwithstanding any provision to the contrary, PROFESSIONAL shall not be responsible or liable for compliance with any storm water discharge requirements at the site other than the preparation of the Notice of Intent for Storm Water Discharge Permit No. 2 applicable to the site and creation of the initial Storm Water Pollution Prevention Plan for the site using the SWPPP template provided by the CLIENT.

2. CLIENT'S Responsibility

CLIENT shall be solely responsible for: a) the submittal of the Notice of Intent, to be published by the PROFESSIONAL; b) the implementation, administration, and monitoring of the initial plan; c) making modifications to the initial plan as needed; d) filing the Notice of Discontinuance; and e) compliance with all NPDES or storm water discharge statutes, rules, regulations, or ordinances applicable to the site. The PROFESSIONAL will include the initial Storm Water Pollution Prevention Plan (SWPPP) as a part of the Contract Documents using the SWPPP template provided by the CLIENT.

3. Indemnification

PROFESSIONAL agrees, to the fullest extent permitted by law, to indemnify and hold CLIENT harmless against all damages, liabilities, or costs including reasonable attorneys' fees and defense costs (hereafter "Claims") to the extent caused by PROFESSIONAL'S errors, omissions, or negligent acts relating to the preparation of the Notice of Intent or creation of the initial Storm Water Pollution Prevention Plan. CLIENT shall protect, defend, indemnify, and hold PROFESSIONAL harmless from any and all Claims caused by or in any manner related to: a) any discharges of soil, silt, sediment, petroleum product, hazardous substances, or solid waste from the site; and/or b) any alleged violation of any NPDES or storm water discharge statute, rule, regulation, or ordinance, unless said Claims were primarily caused by the PROFESSIONAL'S own negligent acts. CLIENT shall release, waive, and otherwise discharge any and all Claims that CLIENT

may assert against PROFESSIONAL relating, in any manner, to any discharges from the Site and/or any alleged violation of any NPDES or storm water discharge statute, rule, regulation, or ordinance except as set forth above. The covenants and provisions herein shall survive cessation of PROFESSIONAL'S work on the site.

II. CLIENT'S RESPONSIBILITIES

At its own expense, the CLIENT shall have the following responsibilities regarding the execution of this Agreement by the PROFESSIONAL.

A. PROJECT OFFICER

The CLIENT shall name a Project Officer to act as the CLIENT's representative with respect to the work performed under this Agreement. All correspondence with CLIENT relating to PROJECT shall be directed to the Project Officer and the Project Officer shall be invited to all progress meetings and other meetings called during the PROJECT.

B. PROMPT RESPONSE

To prevent an unreasonable delay in the PROFESSIONAL's work, the CLIENT will examine all reports, drawings, specifications, and other documents and will provide authorizations in writing to the PROFESSIONAL to proceed with work within a reasonable time period.

C. PROJECT REQUIREMENTS

The CLIENT shall furnish the following information for the PROJECT: design and construction standards; construction documents of projects within close proximity; known property locations and conditions; and zoning restrictions.

III. PROJECT SCHEDULE

This PROJECT, from design through the project letting period, shall be performed by the PROFESSIONAL in accordance with a schedule mutually developed by the CLIENT and the PROFESSIONAL. The milestone schedule is:

Task	Projected Completion Date
Authorization to Proceed	June 7, 2021
PMT Meeting #1 (Preliminary Plans)	June 2021
Check Design and Plans	June –July 2021
City Review of Check Plans	August 2021
PMT Meeting #2 (Check Plans)	August 2021
Public Information Meeting	September 2021
Final Design and Plans	September – October 2021
City Council Set Hearing and Letting Dates	November 15, 2021
Bid Letting	December 14, 2021
Public Hearing to Review Bids & Award Contract	December 20, 2021
Construction Commence	April 2022

IV. COMPENSATION AND TERMS OF PAYMENT

The CLIENT shall pay the PROFESSIONAL in accordance with the terms and conditions of the Agreement. Fees will be on the basis of hourly rates and fixed expenses as outlined in the PROFESSIONAL'S Standard Fee Schedule. The current fee schedule is shown in the attached Exhibit "C". Total fees shall not exceed the following unless Additional Services are added by a written change order, amendment, or supplemental agreement signed by both parties.

A. BASIC PROFESSIONAL SERVICES

1. Project Administration $14,000
2. Final Design and Construction Plan Preparation $34,400
3. Project Information Meeting $3,100
4. Bid Period Assistance $2,900
5. Permit Fees and Reimbursable $500

Total Basic Professional Services Fees $54,900

Anytime the PROFESSIONAL anticipates that actual fees will exceed estimated fees, the PROFESSIONAL shall immediately notify the CLIENT, in writing, of the proposed increase and the reasons therefore. The CLIENT shall thereupon review such proposed increase and either accept or reject same.

Exhibit B

City of Ankeny Insurance Requirements for Professional Services

1. Professional shall furnish a signed Certificate of Insurance to the City of Ankeny, Iowa for the coverage required in Exhibit B prior to commencing work and at the end of the project if the term of work is longer than 60 days. Providers presenting annual certificate shall present a Certificate at the end of each project with the final billing. Each Certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent. Each certificate shall include a statement under Description of Operations as to why issued. Eg: Project #_____ or Lease of premises at _____ or construction of _____.

2. All policies of insurance required hereunder shall be with a carrier authorized to do business in Iowa and all carriers shall have a rating of A or better in the current A.M. Best's Rating Guide.

3. Each Certificate shall be furnished to the contracting department of the City of Ankeny.

4. Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Ankeny. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.

5. Subcontractors and sub subcontractor performing work or service shall provide a Certificate of Insurance in accord with Exhibit B.

6. All required endorsements to various policies shall be attached to Certificate of Insurance.

7. Whenever a specific ISO form is listed, an equivalent form may be substituted subject to the provider identifying and listing in writing all deviations and exclusions that differ from the ISO form.

8. Provider shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit B.

9. Whenever an ISO form is referenced the current edition of the form must be used.

10. By requiring such insurance, the City of Ankeny shall not be deemed or construed to have assessed the risk that may be applicable to the Contractor its agents, representatives, employees or sub-consultants under this Contract. The insurance requirements herein for this Contract in no way limit the indemnity covenants contained in the Contract.

11. The City of Ankeny in no way warrants that the limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees, or subcontractors. The Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. The Contractor is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

Exhibit B

City of Ankeny Insurance Requirements for Professional Services

A) COMMERCIAL GENERAL LIABILITY

General Aggregate Limit	$ 2,000,000
Products-Completed Operations Aggregate Limit	$ 2,000,000
Personal and Advertising Injury Limit	$ 1,000,000
Each Occurrence	$ 1,000,000
Fire Damage Limit (any one occurrence)	$ 50,000
Medical Payments	$ 5,000

a) Coverage shall be written on an occurrence, not claims made, form. All deviations from the standard ISO commercial general liability form CG 0001, or Business owners form BP 0002, shall be clearly identified.
b) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit" or CG 25 03 "Designated Construction Project (s) General Aggregate Limit" as appropriate.
c) Include endorsement indicating that coverage is primary and non-contributory.
d) Include endorsement to preserve Governmental Immunity. (Sample attached).
e) Include an endorsement that deletes any fellow employee exclusion.
f) Include additional insured endorsement for:
   The City of Ankeny, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 2026.

B) AUTOMOBILE LIABILITY $ 1,000,000 (Combined Single Limit)

C) WORKERS' COMPENSATION & EMPLOYERS LIABILITY
Statutory benefits covering all employees injured on the job by accident or disease as prescribed by Iowa Code Chapter 85 as amended.

Coverage A	Statutory – State of Iowa
Coverage B	Employers Liability

Each Accident	$100,000
Each Employee-Disease	$100,000
Policy Limit-Disease	$500,000

Policy shall include an endorsement providing a waiver of subrogation to the City of Ankeny. Coverage B limits shall be greater if required by Umbrella Carrier.

D) UMBRELLA LIABILITY $ 2,000,000
Umbrella liability coverage must be at least following form with the underlying policies included herein.

Exhibit B

City of Ankeny Insurance Requirements for Professional Services

E) **PROFESSIONAL LIABILITY** $ 2,000,000

- The Contractor shall maintain Errors and Omissions Liability covering negligent acts, errors and/or omissions, including design errors of the Contractor for damage sustained by reason of or in the course of operations under this Contract. ~~The policy/coverages shall be amended to include the following:~~

  ~~Amendment of any Contractual Liability Exclusion to state: "This exclusion does not apply to any liability of others which you assume under a written contract provided such liability is caused by your negligent acts."~~

- In the event that any professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Contract is completed.

- Policy shall contain a waiver of subrogation against the City of Ankeny.

F) **CONTRACTOR'S ENVIRONMENTAL LIABILITY** $ 2,000,000

- Applicable if Professional Services performed includes Environmental activities included but not limited to: use or application of hazardous materials, environmental testing, monitoring, assessment or cleanup, transportation of hazardous materials, pesticide spraying and certain recycling and waste reduction activities.

Exhibit B

City of Ankeny Insurance Requirements for Professional Services

Preservation of Governmental Immunities Endorsement

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

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

3. Assertion of Governmental Immunity. The City of Ankeny, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier.

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

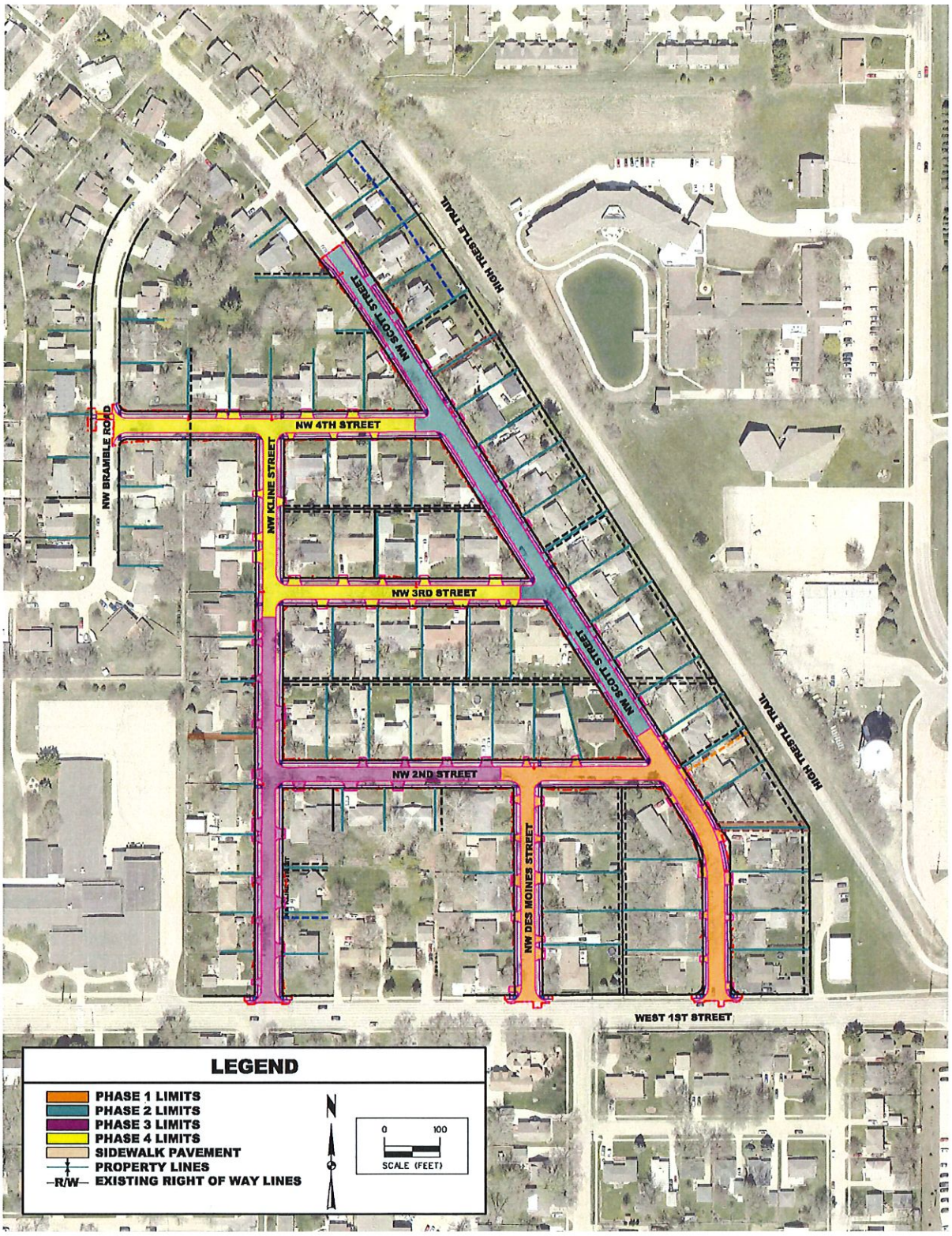
No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under this policy.

EXHIBIT C

SNYDER & ASSOCIATES, INC.
2021-22
STANDARD FEE SCHEDULE

Billing Classification/Level	Billing Rate	
Professional		
Engineer, Landscape Architect, Land Surveyor, GIS, Environmental Scientist Project Manager, Planner, Right-of-Way Agent, Graphic Designer		
Principal II	$220.00	/hour
Principal I	$209.00	/hour
Senior	$190.00	/hour
VIII	$174.00	/hour
VII	$165.00	/hour
VI	$157.00	/hour
V	$146.00	/hour
IV	$136.00	/hour
III	$124.00	/hour
II	$112.00	/hour
I	$99.00	/hour
Technical		
CADD, Survey, Construction Observation		
Lead	$133.00	/hour
Senior	$127.00	/hour
VIII	$118.00	/hour
VII	$109.00	/hour
VI	$98.00	/hour
V	$88.00	/hour
IV	$80.00	/hour
III	$72.00	/hour
II	$66.00	/hour
I	$58.00	/hour
Administrative		
II	$68.00	/hour
I	$56.00	/hour
Reimbursables		
Mileage	*current IRS standard rate*	
Outside Services	*As Invoiced*	

EXHIBIT D - Location Map



ANKENY CITY COUNCIL

City Council Agenda

February 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:
Public Works	Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #31 in the amount of $1,101.50 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 #31

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
bringing it all together

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 2/6/2023 **PAYMENT REQUEST #** 31
PAYMENT PERIOD: From: 10/31/22 through: 01/01/23

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:	$ 662,348.31		
Retainage: ____ % of Completed Work:	$ -		
Total Earned less Retainage:		$ 662,348.31	
Less previous applications for payment:		$ 661,246.81	
SUBTOTAL			$ 1,101.50
OTHER CHARGES (Please attach an itemized list)			$ -
CURRENT PAYMENT DUE			$ 1,101.50
Balance to finish, including retainage:		$ 39,516.69	
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

Joshua A. Tuggle 1/13/2023
Signature Date

City of Ankeny Staff Approval Jason Hunt 1/27/2023
Signature Date

Submit to: _____

Email: _____ *Phone:* _____ *Fax:* _____

Date Printed: 1/13/2023

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
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TOTAL $ 661,246.81

Record of Change Orders

#	Date	Amount
1	4/5/2021	$ 382,040.00
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2/6/2023		
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20		
	TOTAL	$ 382,040.00

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

Date Printed: 1/13/2023

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

January 06, 2023
Project No: 2002.053
Invoice No: 39707

Project 2002.053 C. Ankeny - NW 18th Street Extension

Professional Services from October 31, 2022 through January 01, 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**	
Principal/Senior Land Surveyor	1.50	198.00	297.00	
Engineer 8	2.00	172.00	344.00	
Technician 3	2.50	81.00	202.50	
Total Labor				**843.50**
			Total this Task	**$843.50**

Task	311	Bidding Services		
			Total this Task	**0.00**
Task	312	Bid Letting Services		
			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

Total this Task **0.00**

Task 603 Construction Administration

Professional Personnel

	Hours	Rate	Amount	
Engineer 8	1.00	172.00	172.00	
Total Labor				**172.00**

Total this Task **$172.00**

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

Professional Personnel

	Hours	Rate	Amount	
Engineer 8	.50	172.00	86.00	
Total Labor				**86.00**

Total this Task **$86.00**

Task 701 Geotecnical 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**

Task 998 Permits & Fees

Project	2002.053	C. Ankeny - NW 18th Street Extension	Invoice	39707

Total this Task **0.00**

Task 999 Reimbursable Expenses

Total this Task **0.00**

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	1,101.50	661,246.81	662,348.31
Limit			701,865.00
Remaining			39,516.69

Total this Invoice **$1,101.50**

Project Manager Joshua Trygstad

CIVIL DESIGN ADVANTAGE L.L.C.
ENGINEERS, LANDSCAPE ARCHITECTS, PLANNERS & SURVEYORS

January 13, 2023

Attn: Jim Haberichter, P.E.
City of Ankeny
220 West First Street
Ankeny, Iowa 50023

RE: Billing Information Report #31
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 #31 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

February 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:
Public Works	Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #1 in the amount of $63,673.17 to Electric Conduit Construction Company, for construction services on the SE Quadrant Fiber Upgrade, Phase One project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Payment #1

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
Arranging it all together

Project Title:	SE Quadrant Fiber Upgrade, Phase One		
Contractor:	Electric Conduit Construction Company		
Address:	741 Hicks Dr, Elburn, IL. 60119		
Finance Budget Code:	965.3965.4456	***Finance Project #***	965.4456
Vendor Project or Invoice #:	N/A	***PO #***	N/A
Original Contract Date:	May 6, 2022	***Vendor #***	11457

Date of Council Meeting: February 6, 2023 **PAYMENT REQUEST #** 1

PAYMENT PERIOD: From: November 1, 2022 Through: January 15, 2023

Contract Summary

Original Contract Amount:	$ 74,688.94			
Net change by Change Orders:	$ -			
Contract Amount to Date: (line 1 ± 2)		$ 74,688.94		
Total completed and stored to date:	$ 67,024.39			
Retainage: 5 % of Completed Work:	$ 3,351.22			
Total Earned less Retainage:		$ 63,673.17		
Less previous applications for payment:		$ -		
SUBTOTAL			$	63,673.17
OTHER CHARGES (Attach an itemized list)			$	-
CURRENT PAYMENT DUE			$	63,673.17
Balance to finish, including retainage:		$ 11,015.77		
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: Electric Conduit Construction Company
Firm Name

Grant Furman
Signature

1.23.23
Date

Engineer / Consultant Approval: City of Ankeny
Firm Name

Leslie Hart
Signature

1/24/23
Date

City of Ankeny Staff Approval:

Signature

Date

Submit to: *Leslie Hart, P.E., PTOE - Public Works Traffic Engineering Manager*
E-mail: LHart@Ankenyiowa.gov *Phone:* *(515) 963-3548* *Fax:* *(515) 963-3535*

Date Printed: 1/19/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # If Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	TOTAL QUANTITY THIS PAY PERIOD	TOTAL VALUE THIS PAY PERIOD	TOTAL QUANTITY FROM PREVIOUS PAY PERIODS	TOTAL QUANTITY COMPLETE	TOTAL VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
	TRAFFIC CONTROL													
8.1	Provide and Install One (1) - BLUE 2" HDPE Conduit, Boring	LF	1,040.00		1,040.00	$ 15.77	$ 16,400.80	780.00	$ 12,300.60		780.00	$ 12,300.60	260.00	75.00%
8.2	Provide and Install Type III HH (24"x36"x30")	EA	1.00		1.00	$ 1,308.43	$ 1,308.43	1.00	$ 1,308.43		1.00	$ 1,308.43	0.00	100.00%
8.3	Provide and Install Type IV HH (30"x48"x36")	EA	3.00		3.00	$ 1,796.96	$ 5,390.88	3.00	$ 5,390.88		3.00	$ 5,390.88	0.00	100.00%
8.4	Handhole Modifications	EA	1.00		1.00	$ 248.25	$ 248.25	1.00	$ 248.25		1.00	$ 248.25	0.00	100.00%
8.5	Install One (1) Fiber Optic Cable (96 count or less)	LF	825.00		825.00	$ 1.52	$ 1,254.00	620.00	$ 942.40		620.00	$ 942.40	205.00	75.15%
8.6	Install Two (2) Fiber Optic Cable (96 count or less)	LF	7,200.00		7,200.00	$ 1.68	$ 12,096.00	5,400.00	$ 9,072.00		5,400.00	$ 9,072.00	1,800.00	75.00%
8.7	Install Three (3) Fiber Optic Cable (96 count or less)	LF	500.00		500.00	$ 1.83	$ 915.00	375.00	$ 686.25		375.00	$ 686.25	125.00	75.00%
8.8	Remove Existing Fiber Optic Cable (48 count or less)	LS	1.00		1.00	$ 7,546.78	$ 7,546.78	1.00	$ 7,546.78		1.00	$ 7,546.78	0.00	100.00%
8.9	Provide and Install Splice Case	EA	4.00		4.00	$ 476.20	$ 1,904.80	4.00	$ 1,904.80		4.00	$ 1,904.80	0.00	100.00%
8.10	Fiber Optic Cable Fusion Splices	EA	420.00		420.00	$ 55.00	$ 23,100.00	420.00	$ 23,100.00		420.00	$ 23,100.00	0.00	100.00%
8.11	Temporary Traffic Control	LS	1.00		1.00	$ 1,674.00	$ 1,674.00	1.00	$ 1,674.00		1.00	$ 1,674.00	0.00	100.00%
	MISCELLANEOUS													
11.1	Mobilization	LS	1.00		1.00	$ 2,850.00	$ 2,850.00	1.00	$ 2,850.00		1.00	$ 2,850.00	0.00	100.00%
	CHANGE ORDER ITEMS													
12.01					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
12.02					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
12.03					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
12.04					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
12.05					0.00		$ -		$ -		0.00	$ -	0.00	0.00%

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK CONTRACT = $ 74,688.94 PAY PERIOD = $ 67,024.39 COMPLETED = $ 67,024.39 89.74%

Date printed: 1/15/2023

ANKENY CITY COUNCIL

City Council Agenda

February 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:
Municipal Utilities	Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #9 in the amount of $18,565.20 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 #9

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
bringing it all together

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 #:	9	***PO #***	
Original Contract Date:	March 7, 2022	***Vendor #***	2078

Date of Council Meeting: February 6, 2023 **PAYMENT REQUEST #** 9

PAYMENT PERIOD: From: December 1, 2022 Through: December 31, 2022

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:	$ 112,734.12			
Retainage: 0 % of Completed Work:	$ -			
Total Earned less Retainage:		$ 112,734.12		
Less previous applications for payment:		$ 94,168.92		
SUBTOTAL			$	18,565.20
OTHER CHARGES (Attach an itemized list)			$	-
CURRENT PAYMENT DUE			$	18,565.20
Balance to finish, including retainage:		$ 25,865.88		
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

Firm Name

Andy Floy Digitally signed by Andy S. Floy Date: 2023.01.10 10:38:06-06'00'

Signature January 10, 2023

Date

City of Ankeny Staff Approval:

Donald Clark 1-13-23

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

Date Printed: 1/10/2023

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
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Previous Applications for Payment

No.	Date	Amount
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TOTAL **$ 94,168.92**

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:	-

Date Printed: 1/10/2023

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

January 13, 2023
Project No: 0022A004.00
Invoice No: 81752

City of Ankeny
220 West First Street
Ankeny, IA 50023

Invoice Total USD 18,565.20

Project 0022A004.00 North Four Mile Creek Trunk Sewer

Professional Services through December 31, 2022

Professional Personnel

	Hours	Rate	Amount	
Project Manager II	4.00	186.00	744.00	
Project Engineer III	1.00	169.00	169.00	
Project Engineer II	39.00	158.00	6,162.00	
Staff Engineer II	14.00	130.00	1,820.00	
Lead Technician	32.00	149.00	4,768.00	
Technician III	3.00	114.00	342.00	
Totals	93.00		14,005.00	
Total Labor				**14,005.00**

Subconsultants **4,560.20**

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	18,565.20	94,168.92	112,734.12
Limit			138,600.00
Remaining			25,865.88

Total This Invoice **USD 18,565.20**

ANKENY CITY COUNCIL

City Council Agenda

February 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:
Municipal Utilities	Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #21 in the amount of $19,540.34 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 #21

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
bringing it all together

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 #:	0192628	***PO #***	
Original Contract Date:	February 15, 2021	***Vendor #***	11377

Date of Council Meeting: February 6, 2023 **PAYMENT REQUEST #** 21

PAYMENT PERIOD: From: December 1, 2022 Through: December 31, 2022

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:	$ 701,538.65			
Retainage: 0 % of Completed Work:	$ -			
Total Earned less Retainage:		$ 701,538.65		
Less previous applications for payment:		$ 681,998.31		
SUBTOTAL			$	19,540.34
OTHER CHARGES (Attach an itemized list)			$	-
CURRENT PAYMENT DUE			$	19,540.34
Balance to finish, including retainage:		$ 92,961.35		
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. January 24, 2023

Signature Date

City of Ankeny Staff Approval:

Donald Clark 1-24-23

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: 1/24/2023

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
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Previous Applications for Payment

No.	Date	Amount
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TOTAL $ 681,998.31

Record of Change Orders

No.	Date	Amount
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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:	-

Date Printed: 1/24/2023

STRAND ASSOCIATES®

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

January 12, 2023
Project No: 7020.001
Invoice No: 0192628

Professional Services: December 1, 2022 through December 31, 2022

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**

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	80.00	Total Earned	216,000.00	
		Previous Fee Billing	202,500.00	
		Current Fee Billing	13,500.00	
		Total Fee		**13,500.00**

Total this Project **$13,500.00**

Project 7020.009 Ankeny ASR - Bidding Documents

Total this Project **0.00**

Project 7020.010 Construction Resident Project Representative

Total Labor **5,251.00**

Total Expenses **273.60**

Total this Project **$5,524.60**

Project 7020.011 Construction Staking Services

Total this Project **0.00**

Project	7020.001	Ankeny ASR - Final Design	Invoice	0192628

Project	7020.012	Construction Field and Laboratory Testing Services	
	Total Expenses		**515.74**
		Total this Project	**$515.74**
		Total this Invoice	**$19,540.34**

Please Remit Payment To: FOX Strand 414 South 17th Street, Suite 107 Ames, Iowa 50010-8106 515-233-0000

STRAND ASSOCIATES®
Excellence in Engineering
Since 1946

FOX Strand
414 South 17th Street, Suite 107
Ames, IA 50010
(P) 515.233.0000
www.strand.com

DATE: January 5, 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 December 2022 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.

If you have questions or concerns, please contact me. Thank you.

Steven J. Troyer, P.E., BCEE, Project Manager

ANKENY CITY COUNCIL

City Council Agenda

February 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:
Municipal Utilities	Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #7 in the amount of $62,370.00 to HDR Engineering, Inc., for engineering services on the NW Irvinedale Elevated Storage Tank project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Payment #7

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
bringing it all together

Project Title:	NW Irvinedale Elevated Storage Tank		
Contractor:	HDR Engineering, Inc.		
Address:	300 E. Locust Street, Suite 210, Des Moines, IA, 50309-1823		
Finance Budget Code:	611.3611.4210	***Finance Project #***	611.4210
Vendor Project or Invoice #:	10345779	***PO #***	
Original Contract Date:	June 6, 2022	***Vendor #***	3452

Date of Council Meeting: Feb 6, 2023 **PAYMENT REQUEST #** 7

PAYMENT PERIOD: From: November 27, 2022 Through: December 31, 2022

Contract Summary

Original Contract Amount:	$ 462,000.00		
Net change by Change Orders:	$ -		
Contract Amount to Date: (line 1 ± 2)		$ 462,000.00	
Total completed and stored to date:	$ 385,770.00		
Retainage: 0 % of Completed Work:	$ -		
Total Earned less Retainage:		$ 385,770.00	
Less previous applications for payment:		$ 323,400.00	
SUBTOTAL			$ 62,370.00
OTHER CHARGES (Attach an itemized list)			$ -
CURRENT PAYMENT DUE			$ 62,370.00
Balance to finish, including retainage:		$ 76,230.00	
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: HDR Engineering, Inc.

Firm Name

S Digitally signed by Rob Baker
Location: Ames, Iowa
Contact Info: 515.280.4973
Date: 2023.01.11 10:07:47-06'00' 1/11/2023

Date

City of Ankeny Staff Approval:

Donald Clark 1/13/23

Signature Date

Submit to: Don Clark, P.E.

E-mail: DClark@Ankenylowa.gov *Phone:* (515)963-3529 *Fax:*

Date Printed: 1/11/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	July 6, 2022	$ 23,100.00
2	August 4, 2022	$ 23,100.00
3	September 1, 2022	$ 55,440.00
4	September 28, 2022	$ 73,920.00
5	October 25, 2022	$ 46,200.00
6	November 30, 2022	$ 101,640.00
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Previous Applications for Payment

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TOTAL **$ 323,400.00**

Record of Change Orders

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TOTAL **$ -**

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:	-

Date Printed: 1/11/2023

Invoice

HDR Engineering, Inc.
Omaha, NE 68106
Phone: (402) 399-1000

Reference Invoice Number with Payment

HDR Invoice No.	1200491447
Invoice Date	11-Jan-2023
Invoice Amount Due	$62,370.00
Payment Terms	Net 30
Remit to	PO Box 74008202 Chicago, IL 60674-8202
Wire transfer to	Bank of America ML US ABA #081000032 Account# 355004076604

City of Ankeny
Don Clark, P.E.
1210 NW Prairie Ridge Drive
Ankeny, IA 50023

Email invoices to Don at: dclark@ankenyiowa.gov

NW Irvinedale Elevated Storage Tank

Professional Services
From: 27-Nov-2022 To: 31-Dec-2022

Professional Services	Fee	Percent Complete	Fee Earned To Date	Previous Fee Invoiced	Current Fee Invoiced
Elevated Storage Tank (EST)	$462,000.00	83.50%	$385,770.00	$323,400.00	$62,370.00
	$462,000.00		**$385,770.00**	**$323,400.00**	**$62,370.00**

HDR Internal Reference Only	
Client Number	18054
Cost Center	10134
Project Number	10345779

Monthly Progress Report

Date: Tuesday, January 10, 2023

Project: Ankeny NW Irvinedale Elevated Storage Tank

To: Don Clark, P.E.

From: Rob Baker, P.E.

Subject: Monthly Progress Report for December 2022

Activities of the Previous Months

Task 1 – Project Management, Project Initiation Meeting and Site Investigation Visit

1 – Team management and project control – Ongoing
2 – Project planning – Completed
3 – Project initiation meeting and site investigation visit – Completed
4 – Background data – Completed
5 – Monthly progress invoices – Ongoing
6 – Monthly progress reports – Ongoing
7 – Quality control activities – Ongoing
Overall Task 1 – 76% Completed

Task 2 – Survey

Overall Task 2 – 100% Completed

Task 3 – Geotechnical Investigation and Recommendations

Overall Task 3 – 100% Completed

Task 4.1 – Preliminary Design

Overall Task 4.1 – 100% Completed

Task 6 – Base Water Distribution System Modeling for EST Design

Overall Task 6 – 100% Completed

Task 4.2 – Final Design

1 – EST 90% design drawings – Completed
2 – Civil/Site 90% design drawings – Completed
3 – EST 90% specifications – Completed
4 – Civil/Site 90% specifications – Completed
Overall Task 4.2 – 70% Completed

Overall Project – 84% Completed

Planned Activities for the Next Month

Task 1 – Project Management

1 – Team management and project control – Ongoing
5 – Monthly progress invoices – Ongoing
6 – Monthly progress reports – Ongoing
7 – Quality control activities – Ongoing

Task 4.2 – Final Design

5– 90% design opinion of probable construction cost – Completed
6 – 90% design QC review – Completed
7 – 90% design submittal – Completed
8 – 90% design review meeting – To be completed

Task 7 – Additional Water Distribution System Modeling and Updated CIP

1 – Updated model used to develop updated CIP – To be completed
2 – Draft TM – To be completed
3 – Draft TM QC review – To be completed
4 – Draft TM submittal – To be completed
5 – Draft TM review meeting – To be completed

Meetings

Meetings Completed

- 6/9/22 Project Initiation Meeting and Site Investigation Visit
- 10/21/22 50% Design Documents and Task 6 TM Review Meeting

Meetings Upcoming

- Jan 2023 90% Design Documents Review Meeting
- Jan 2023 100% Design Documents Review Meeting
- Feb 2023 Task 7 TM Review Meeting
- Feb 2023 Master Plan Review Meeting

Critical/Outstanding Issues None

ANKENY CITY COUNCIL

City Council Agenda

February 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:
Municipal Utilities	Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #4 in the amount of $209,205.27 to Hydro-Klean, LLC for construction services on the 2022 CIPP Lining 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 #4

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Project Title: 2022 CIPP Lining Project
Contractor: Hydro-Klean, LLC
Address: 333 NW 49th Place, Des Moines, IA 50313
Finance Budget Code: 650.3650.4452 **Finance Project #** 650.4452
Vendor Project or Invoice #: **PO #**
Original Contract Date: March 21, 2022 **Vendor #** 11208

Date of Council Meeting: February 6, 2023 **PAYMENT REQUEST #** 4
PAYMENT PERIOD: From: December 22, 2022 Through: January 20, 2023

Contract Summary

Original Contract Amount:	$ 684,132.40		
Net change by Change Orders:	$ -		
Contract Amount to Date: (line 1 ± 2)		$ 684,132.40	
Total completed and stored to date:	$ 652,040.85		
Retainage: 5 % of Completed Work:	$ 32,602.04		
Total Earned less Retainage:		$ 619,438.81	
Less previous applications for payment:		$ 410,233.54	
SUBTOTAL			$ 209,205.27
OTHER CHARGES (Attach an itemized list)			$ -
CURRENT PAYMENT DUE			$ 209,205.27
Balance to finish, including retainage:		$ 64,693.59	
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: Hydro-Klean, LLC (Firm Name)
Jennifer Eaton (Signature) 1/27/23 (Date)

Engineer / Consultant Approval: City of Ankeny - Development Engineering (Firm Name)
(Signature) 01.27.23 (Date)

City of Ankeny Staff Approval:
Donald Cooke (Signature) 1/30/23 (Date)

Submit to: Mark Valmore, P.E. - Civil Engineer II
E-mail: mvalmore@Ankenylowa.gov *Phone:* (515) 963-3537 *Fax:* (515) 963-3537

Date Printed: 1/27/2023

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	TOTAL QUANTITY THIS PAY PERIOD	TOTAL VALUE THIS PAY PERIOD	TOTAL QUANTITY FROM PREVIOUS PAY PERIODS	TOTAL QUANTITY COMPLETE	TOTAL VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
	EARTHWORK													
2.01					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
2.02					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
2.03					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
2.04					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
2.05					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
	TRENCH EXCAVATION AND BACKFILL													
3.01					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
3.02					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
3.03					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
3.04					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
3.05					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
	SEWERS AND DRAINS													
4.01	8" CIPP LINING	LF	24,275.00		24,275.00	$ 26.44	$ 641,831.00	7,777.65	$ 205,641.07	$ 15,283.60	23,061.25	$ 609,739.45	1,213.75	95.00%
4.02	10" CIPP LINING	LF	457.00		457.00	$ 30.20	$ 13,801.40		$ -	$ 457.00	457.00	$ 13,801.40	0.00	100.00%
4.03	BUILDING SANITARY SERVICE RECONNECTION	EA	465.00		465.00	$ 50.00	$ 23,250.00	239.00	$ 11,950.00	$ 226.00	465.00	$ 23,250.00	0.00	100.00%
4.04					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
4.05					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
4.06					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
4.07					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
4.08					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
4.09					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
4.10					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
	WATER MAINS AND APPURTENANCES													
5.01					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
5.02					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
5.03					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
5.04					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
5.05					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
5.06					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
5.07					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
5.08					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
5.09					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
5.10					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
	STRUCTURES FOR SANITARY AND STORM SEWERS													
6.01					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
6.02					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
6.03					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
6.04					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
6.05					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
6.06					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
6.07					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
6.08					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
6.09					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
6.10					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
	STREETS AND RELATED WORK													
7.01					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
7.02					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
7.03					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
7.04					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
7.05					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
7.06					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
7.07					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
7.08					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
7.09					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
7.10					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
	TRAFFIC CONTROL													
8.01	TRAFFIC CONTROL	LS	1.00		1.00	$ 5,250.00	$ 5,250.00	0.50	$ 2,625.00	$ 0.50	1.00	$ 5,250.00	0.00	100.00%
8.02					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
8.03					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
8.04					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
8.05					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
	SITE WORK AND LANDSCAPING													
9.01					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
9.02					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
9.03					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
9.04					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
9.05					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
	DEMOLITION													
10.01					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
	MISCELLANEOUS													
11.01					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
11.02					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
11.03					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
11.04					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
11.05					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
	CHANGE ORDER ITEMS													
12.01					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
12.02					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
12.03					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
12.04					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
12.05					0.00		$ -		$ -		0.00	$ -	0.00	0.00%

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK **CONTRACT = $ 684,132.40** **PAY PERIOD = $ 220,216.07** **COMPLETED = $ 652,040.85** **95.31%**

ANKENY CITY COUNCIL

City Council Agenda

February 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:
Public Works	Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #7 in the amount of $7,326.25 to JEO Consulting Group, Inc., for engineering services on the SE 3rd Street Improvements - Phase 2 project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Payment #7

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
bringing it all together

Project Title: SE 3rd Street Improvements - Phase 2
Contractor: JEO Consulting Group, Inc.
Address: 1615 SW Main Street, Suite 205, Ankeny, IA
Finance Budget Code: 42% - 658.3658.4210 / 58% - 695.3695.4210 **Finance Project #** 42% - 658.4210 / 58% - 695.4210
Vendor Project or Invoice #: 200170.02 **PO #**
Original Contract Date: June 20, 2022 **Vendor #** 7827

##

Date of Council Meeting: February 6, 2023 **PAYMENT REQUEST #** 7
PAYMENT PERIOD: From: December 9, 2022 Through: January 6, 2023

Contract Summary

Original Contract Amount:	$ 106,780.00		
Net change by Change Orders:	$ -		
Contract Amount to Date: (line 1 ± 2)		$ 106,780.00	
Total completed and stored to date:	$ 86,131.25		
Retainage: 0 % of Completed Work:	$ -		
Total Earned less Retainage:		$ 86,131.25	
Less previous applications for payment:		$ 78,805.00	
SUBTOTAL			$ 7,326.25
OTHER CHARGES (Attach an itemized list)			$ -
CURRENT PAYMENT DUE			$ 7,326.25
Balance to finish, including retainage:		$ 20,648.75	
Contract Time Remaining (If applicable)	- Working Days		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all the amounts have been paid by the Contractor for work for which previous Certificate(s) for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Construction Contractor Approval:

Firm Name

Signature Date

Engineer / Consultant Approval: JEO Consulting Group, Inc.

Firm Name

Signature January 18, 2023

Date

City of Ankeny Staff Approval:

Becky Ford 1/19/2023

Signature Date

Submit to: *Becky Ford, PE, CFM - Storm Water & Environmental Manager*
E-mail: BFord@Ankenylowa.gov *Phone:* *(515) 963-3526* *Fax:* *(515) 963-3526*

Date Printed: 1/18/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	August 1, 2022	$ 6,090.00
2	September 5, 2022	$ 17,092.50
3	October 3, 2022	$ 6,496.25
4	November 7, 2022	$ 22,783.75
5	December 19, 2022	$ 15,661.25
6	January 3, 2023	$ 10,681.25
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Previous Applications for Payment

No.	Date	Amount
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PREVIOUS PAY APP TOTAL = $ 78,805.00

Record of Change Orders

No.	Date	Amount
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CHANGE ORDER TOTAL = $ -

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	0.0
Time Used to Date:	
Contract Time Remaining:	**0.0**

Date Printed: 1/18/2023

JEO CONSULTING GROUP

Engineering | Architecture | Surveying | Planning

Invoice

January 18, 2023
Project No: R200170.02
Invoice No: 138653
Invoice Amount: 7,326.25

Becky Ford
City of Ankeny
220 W 1st Street
Ankeny, IA 50023

Project Manager Timothy Sheets

Project R200170.02 Ankeny SE 3rd Street Improvements - Phase 2

Professional Services through January 6, 2023

- Include Current Pay App with invoice

	Contract Amount	Percent Complete	Billed-to-Date	Previous Billing	Current Billing
Hourly to a Maximum Phase(s)					
Administration and Coordination	$22,810.00		$13,833.75	$13,250.00	$583.75
Preliminary Design	$12,800.00		$12,800.00	$12,800.00	0.00
Final Design	$62,075.00		$59,497.50	$52,755.00	$6,742.50
Public Information Meeting	$3,860.00		0.00	0.00	0.00
Bidding Phase Services	$5,235.00		0.00	0.00	0.00
Total	**$106,780.00**		**$86,131.25**	**$78,805.00**	**$7,326.25**

Total Amount Due Upon Receipt : $7,326.25

Email invoice to: BFord@Ankenylowa.gov

Billing Backup

Wednesday, January 18, 2023

JEO Consulting Group, Inc. Invoice 138653 Dated 1/18/2023 8:10:21 AM

Project R200170.02 Ankeny SE 3rd Street Improvements - Phase 2

Phase 106AC Administration and Coordination

Hours this Invoice

		Hours		Amount	
Accounting and Administration Manager	12/13/2022	.25	135.00	33.75	
Senior Bridge Engineer	12/16/2022	.50	165.00	82.50	
Senior Bridge Engineer	1/6/2023	1.50	165.00	247.50	
Transportation Senior Project Manager	1/6/2023	1.00	220.00	220.00	
Totals		3.25		583.75	
Total Labor					583.75

Total this Phase $583.75

Phase 306FD Final Design

Hours this Invoice

		Hours		Amount	
Transportation Senior Engineer	11/18/2022	7.50	175.00	1,312.50	
Transportation Senior Engineer	11/21/2022	4.00	175.00	700.00	
Transportation Senior Engineer	11/28/2022	1.00	175.00	175.00	
Transportation Senior Engineer	11/29/2022	.50	175.00	87.50	
Transportation Engineer	11/18/2022	7.50	120.00	900.00	
Transportation Engineer	11/21/2022	8.00	120.00	960.00	
Transportation Engineer	11/22/2022	4.50	120.00	540.00	
Transportation Engineer	11/23/2022	6.50	120.00	780.00	
Transportation Engineer	11/28/2022	9.00	120.00	1,080.00	
Structural Senior Project Manager	11/17/2022	.50	205.00	102.50	
Senior Designer	12/5/2022	.50	210.00	105.00	
Totals		49.50		6,742.50	
Total Labor					6,742.50

Total this Phase $6,742.50

Total this Project $7,326.25

Total this Report $7,326.25

ENGINEERING ■ ARCHITECTURE ■ SURVEYING ■ PLANNING

January 18th, 2023

Becky Ford, PE, CFM
Stormwater and Environmental Manager
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, IA 50023

RE: SE 3rd Street Improvements - Phase 2
Progress Report No. 7
JEO Project No. 200170.02

Becky:

This is the seventh progress report for the above referenced project and covers work through January 6th, 2023. Work related to this project for this period includes final design of the Phase 2 plans.

In the coming weeks, our design team will continue with final design and work towards a final plan submittal.

We're excited to continue to work with the City of Ankeny on this project. Feel free to contact me if you have any questions about the attached invoice.

Sincerely,

Tim Sheets, PE
Project Manager

Enclosures

ANKENY CITY COUNCIL

City Council Agenda

February 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:
Public Works	Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #18 in the amount of $2,828.75 to JEO Consulting Group, Inc., for engineering services on the SE Delaware Avenue HMA Widening project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Payment #18

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
bringing it all together

Project Title:	SE Delaware Avenue HMA Widening		
Contractor:	JEO Consulting Group, Inc.		
Address:	1615 SW Main Street, Suite 205, Ankeny, IA		
Finance Budget Code:	993.3993.4210	**Finance Project #**	993.4210
Vendor Project or Invoice #:	201512.00	**PO #**	N/A
Original Contract Date:	April 19, 2021	**Vendor #**	7827

Date of Council Meeting: February 6, 2023 **PAYMENT REQUEST #** 18

PAYMENT PERIOD: From: December 9, 2022 Through: January 6, 2023

Contract Summary

Original Contract Amount:	$ 97,750.00			
Net change by Change Orders:	$ 119,795.00			
Contract Amount to Date: (line 1 ± 2)		$ 217,545.00		
Total completed and stored to date:	$ 209,284.13			
Retainage: 0 % of Completed Work:	$ -			
Total Earned less Retainage:		$ 209,284.13		
Less previous applications for payment:		$ 206,455.38		
SUBTOTAL			$	2,828.75
OTHER CHARGES (Attach an itemized list)			$	-
CURRENT PAYMENT DUE			$	2,828.75
Balance to finish, including retainage:		$ 8,260.87		
Contract Time Remaining (If applicable)	- Working Days			

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all the amounts have been paid by the Contractor for work for which previous Certificate(s) for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Construction Contractor Approval:

Firm Name

Signature Date

Engineer / Consultant Approval: JEO Consulting Group, Inc.

Firm Name

Signature January 19, 2023

Date

City of Ankeny Staff Approval:

Signature 1/27/2023

Date

Submit to: *Jim Haberichter - Civil Engineer II*

E-mail: jhaberichter@Ankenylowa.gov *Phone:* *(515) 963-3537* *Fax:* *(515) 963-3535*

Date Printed: 1/18/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	June 7, 2021	$ 4,361.25
2	July 6, 2021	$ 5,788.75
3	August 2, 2021	$ 28,591.25
4	September 7, 2021	$ 28,883.75
5	October 4, 2021	$ 15,606.25
6	November 1, 2021	$ 11,733.75
7	March 7, 2022	$ 24,167.88
8	April 4, 2022	$ 2,690.00
9	May 2, 2022	$ 2,466.25
10	June 6, 2022	$ 5,796.25
11	July 5, 2022	$ 4,646.25
12	August 1, 2022	$ 1,880.00
13	September 6, 2022	$ 1,813.75
14	October 3, 2022	$ 8,886.25
15	November 7, 2022	$ 13,566.25
16	November 21, 2022	$ 30,205.00
17	January 3, 2023	$ 15,372.50
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Previous Applications for Payment

No.	Date	Amount
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PREVIOUS PAY APP TOTAL = $ 206,455.38

Record of Change Orders

No.	Date	Amount
1	January 3, 2022	$ 24,595.00
2	March 21, 2022	$ 95,200.00
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CHANGE ORDER TOTAL = $ 119,795.00

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	0.0
Time Used to Date:	
Contract Time Remaining:	**0.0**

Date Printed: 1/18/2023

JEO CONSULTING GROUP

Engineering | Architecture | Surveying | Planning

Invoice

January 18, 2023
Project No: R201512.00
Invoice No: 138654
Invoice Amount: 2,828.75

Jim Haberichter
City of Ankeny
220 W 1st Street
Ankeny, IA 50023

Project Manager Timothy Sheets

Project R201512.00 Ankeny SE Delaware Avenue HMA Widening- SE 68th Ave to SE 72nd Ave

Professional Services through January 6, 2023

- Include Current Pay App with invoice

	Contract Amount	Percent Complete	Billed-to-Date	Previous Billing	Current Billing
Hourly to a Maximum Phase(s)					
Administration and Coordination	$17,050.00		$17,050.00	$17,050.00	0.00
Environmental Services	$2,000.00		$1,930.00	$1,930.00	0.00
Preliminary Design	$43,610.00		$43,591.25	$43,591.25	0.00
Final Design	$28,950.00		$28,950.00	$28,950.00	0.00
Public Information Meeting	$3,450.00		$3,443.75	$3,443.75	0.00
Bidding Phase Services	$2,690.00		$2,690.00	$2,690.00	0.00
Construction Administration	$14,250.00		$14,250.00	$14,250.00	0.00
Construction Staking	$12,700.00		$12,700.00	$12,700.00	0.00
Resident Project Represntation	$62,500.00		$60,511.25	$57,682.50	$2,828.75
Monument Preservation	$1,000.00		0.00	0.00	0.00
Post-Construction Services	$4,750.00		0.00	0.00	0.00
Amendment No. 1-Acquisition Plats	$3,500.00		$3,500.00	$3,500.00	0.00
Amendment No. 1 - City Letting Design	$15,095.00		$15,095.00	$15,095.00	0.00
Reimbursables-Amendment No. 1-Utility Potholing	$6,000.00		$5,572.88	$5,572.88	0.00
Total	**$217,545.00**		**$209,284.13**	**$206,455.38**	**$2,828.75**

Total Amount Due Upon Receipt : $2,828.75

Outstanding Invoices

Number	Date	Balance
133601	6/17/2022	.30
Total		**.30**

Email invoice to: jhaberichter@ankenyiowa.gov

Billing Backup

Wednesday, January 18, 2023

JEO Consulting Group, Inc. Invoice 138654 Dated 1/18/2023 8:34:16 PM

Project R201512.00 Ankeny SE Delaware Avenue HMA Widening- SE 68th Ave to SE 72nd Ave

Phase 716RP Resident Project Represntation

Hours this Invoice

		Hours		Amount	
Transportation Engineer	12/12/2022	1.50	135.00	202.50	
Transportation Engineer	12/13/2022	.25	135.00	33.75	
Transportation Engineer	12/14/2022	2.00	135.00	270.00	
Transportation Engineer	1/5/2023	.50	135.00	67.50	
Field Construction Inspector	12/12/2022	4.00	110.00	440.00	
Field Construction Inspector	12/13/2022	3.00	110.00	330.00	
Field Construction Inspector	12/14/2022	1.00	110.00	110.00	
Field Construction Inspector	12/19/2022	2.00	110.00	220.00	
Field Construction Inspector	12/27/2022	2.00	110.00	220.00	
Field Construction Inspector	12/28/2022	2.00	110.00	220.00	
Field Construction Inspector	12/30/2022	2.00	110.00	220.00	
Senior Bridge Engineer	12/12/2022	.50	165.00	82.50	
Senior Bridge Engineer	12/13/2022	1.00	165.00	165.00	
Senior Bridge Engineer	12/16/2022	.50	165.00	82.50	
Senior Bridge Engineer	12/27/2022	.50	165.00	82.50	
Senior Bridge Engineer	12/28/2022	.50	165.00	82.50	
Totals		23.25		2,828.75	
Total Labor					**2,828.75**

Total this Phase **$2,828.75**

Total this Project **$2,828.75**

Total this Report **$2,828.75**

ENGINEERING ■ ARCHITECTURE ■ SURVEYING ■ PLANNING

January 19th, 2023

Jim Haberichter
Civil Engineer II
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, IA 50023

RE: SE Delaware Avenue HMA Widening
Progress Report No. 18
JEO Project No. 201512.00

Jim:

This is the eighteenth progress report for the above referenced project and covers work through January 6th, 2023. Work during the specified timeframe includes coordination with the construction contractor and Resident Project Representative tasks.

JEO is excited to continue to work with the City of Ankeny on this project. Feel free to contact me if you have any questions about the attached invoice.

Sincerely,

Tim Sheets, PE
Project Manager

Enclosures

ANKENY CITY COUNCIL

City Council Agenda

February 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:
Public Works	Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #3 in the amount of $3,499.96 to Olsson, Inc., for engineering services on the Fiber Optic Network Master Plan 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 #3

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
bringing it all together

Project Title:	Fiber Optic Network Master Plan		
Contractor:	Olsson, Inc.		
Address:	PO Box 84608, Lincoln, NE 68501-4608		
Finance Budget Code:	260.3265.4210	***Finance Project #***	265.421
Vendor Project or Invoice #:	N/A	***PO #***	N/A
Original Contract Date:	February 7, 2022	***Vendor #***	10076

Date of Council Meeting: ~~January 17~~ Feb 6, 2023 TH

PAYMENT REQUEST # 3

PAYMENT PERIOD: From: October 9, 2022 Through: December 31, 2022

Contract Summary

Original Contract Amount:	$ 85,000.00			
Net change by Change Orders:	$ -			
Contract Amount to Date: (line 1 ± 2)		$ 85,000.00		
Total completed and stored to date:	$ 85,000.00			
Retainage: 0 % of Completed Work:	$ -			
Total Earned less Retainage:		$ 85,000.00		
Less previous applications for payment:		$ 81,500.04		
SUBTOTAL			$	3,499.96
OTHER CHARGES (Attach an itemized list)			$	-
CURRENT PAYMENT DUE			$	3,499.96
Balance to finish, including retainage:		$ -		
Contract Time Remaining (If applicable)	-	Working Days		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all the amounts have been paid by the Contractor for work for which previous Certificate(s) for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Construction Contractor Approval:

Firm Name

Signature Date

Engineer / Consultant Approval: Olsson, Inc.

Firm Name

Meredith Emory January 5, 2023

Signature Date

City of Ankeny Staff Approval:

Leslie Hart Jan 11, 2023

Signature Date

Submit to: *Leslie Hart, Traffic Engineering Manager*

E-mail: lhart@ankenyiowa.gov *Phone:* *515-963-3548* *Fax:* *N/A*

Date Printed: 1/5/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	August 15, 2022	$ 49,017.04
2	October 17, 2022	$ 32,483.00
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Previous Applications for Payment

No.	Date	Amount
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PREVIOUS PAY APP TOTAL = $ 81,500.04

Record of Change Orders

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CHANGE ORDER TOTAL = $ -

Contract Time Remaining

Contract Period:	Working Days
Construction Start Date:	February 7, 2022

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:	220.0
Added by Change Order:	
Total Working Days:	220.0
Working Days Used to Date:	220.0
Working Days Remaining:	**0.0**

Date Printed: 1/5/2023

PROJECT PROGRESS REPORT

City of Ankeny, Fiber Optic Network Master Plan
Project No. 021-08729

Work Period: 10/09/2022 – 12/31/2022

Summary of Work Completed This Period:

- Completed revisions based on comments to draft final report
- Held meeting with the City to confirm final comments incorporation
- Finalized estimated costs for project segments for planned communication groups and existing fiber network gaps for use in project prioritization
- Finalized project segment implementation priorities based on continued discussion of stakeholder needs and priorities
- Finalized phases of project segments to identify feasible priority implementations and reviewed with stakeholders
- Completed revisions of content, maps, and visualizations for final report document submission
- Submitted final report to the City
- Prepared final work period invoice and progress report

Summary of Future Work for Next Period:

- No further work as project is completed

Issues, Special Problems, or Comments:

- None at this time

Invoice

olsson

601 P St Suite 200
PO Box 84608
Lincoln, NE 68501-4608
Tel 402.474.6311, Fax 402.474.5063

January 05, 2023
Invoice No: 444616

Invoice Total $3,499.96

Leslie Hart
City of Ankeny IA
410 W 1st St
Ankeny, IA 50023-1557

Olsson Project # 021-08729 Ankeny IA Fiber Optic Network Master Plan
Professional services rendered through December 31, 2022 for work completed in accordance with our agreement dated January 25, 2022.

Phase 100 Project Management
Labor

	Hours	Rate	Amount	
Principal				
Emory, Meredith	1.00	185.00	185.00	
Totals	1.00		185.00	
Total Labor				**185.00**
			Total this Phase	**$185.00**

Phase 400 System Needs Assessment
Labor

	Hours	Rate	Amount	
Principal				
Emory, Meredith	10.00	185.00	1,850.00	
Totals	10.00		1,850.00	
Total Labor				**1,850.00**
			Total this Phase	**$1,850.00**

Phase 500 Fiber Optic Master Plan Development
Labor

	Hours	Rate	Amount	
CAD Operator				
Koenig, Cassidy	10.25	83.00	850.75	
Administrative/Clerical				
Callahan, Nicola	7.50	84.00	630.00	
Totals	17.75		1,480.75	
Total Labor				**1,480.75**
			Total this Phase	**$1,480.75**

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

Project	021-08729	Ankeny IA Fiber Optic Network MP	Invoice	444616

Billing Limits	**Current**	**Prior**	**To-Date**	
Total Billings	3,515.75	81,500.04	85,015.79	
Limit			85,000.00	
Over Limit Adjustment				**-15.79**
		AMOUNT DUE THIS INVOICE		**$3,499.96**

Billings to Date

	Current	**Prior**	**Total**
Labor	3,499.96	81,456.75	84,956.71
Expense	0.00	43.29	43.29
Totals	**3,499.96**	**81,500.04**	**85,000.00**

Email Invoices to: Lhart@ankenyiowa.gov

Authorized By: Meredith Emory

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

ANKENY CITY COUNCIL

City Council Agenda

February 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:
Public Works	Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #9 in the amount of $20,663.25 to RDG Planning & Design for engineering services on the Fourmile Creek and Tributary to Fourmile Creek Restoration 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 #9

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
bringing it all together

Project Title: Fourmile Creek and Tributary to Fourmile Creek Restoration
Contractor: RDG Planning & Design, Inc.
Address: 301 Grand Avenue Des Moinse IA 50309
Finance Budget Code: 17.35% ~~17.3%~~ 694.3694.4210 / 82.65% ~~82.6%~~ 696.6986.4210
Finance Project #: 17.35 ~~17.3%~~ 694.4210 / 82.65 ~~82.6%~~ 696.4210
Vendor Project or Invoice #: 52627
PO #: N/A
Original Contract Date: March 7, 2022
Vendor #: 3960

Date of Council Meeting: 2-6-2023 ~~January 3~~, 2023
PAYMENT REQUEST # 9
PAYMENT PERIOD: From: November 1, 2022 Through: November 30, 2022

Contract Summary

Original Contract Amount:	$ 223,370.00		
Net change by Change Orders:	$ -		
Contract Amount to Date: (line 1 ± 2)		$ 223,370.00	
Total completed and stored to date:	$ 182,043.50		
Retainage: 0 % of Completed Work:	$ -		
Total Earned less Retainage:		$ 182,043.50	
Less previous applications for payment:		$ 161,380.25	
SUBTOTAL			$ 20,663.25
OTHER CHARGES (Attach an itemized list)			$ -
CURRENT PAYMENT DUE			$ 20,663.25
Balance to finish, including retainage:		$ 41,326.50	
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: RDG Planning & Design, Inc.

Firm Name

Gy M. Pierce — December 13, 2022

Signature — Date

City of Ankeny Staff Approval:

Becky Ford — 1/18/2023

Signature — Date

Submit to: Becky Ford, P.E., CFM - Stormwater & Environmental Manager
E-mail: bford@Ankenylowa.gov *Phone:* (515) 963-3526 *Fax:* (515) 963-3526

Date Printed: 12/13/2022

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	March 31, 2022	$ 7,483.03
2	April 30, 2022	$ 2,790.77
3	May 31, 2022	$ 19,691.45
4	June 30, 2022	$ 38,526.75
5	July 31, 2022	$ 57,348.00
6	August 31, 2022	$ 7,989.25
7	September 30, 2022	$ 20,663.25
8	October 31, 2022	$ 6,887.75
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Previous Applications for Payment

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PREVIOUS PAY APP TOTAL = $ 161,380.25

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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**

Date Printed: 12/13/2022

RDG PLANNING • DESIGN

December 13, 2022

Becky Ford, PE, CFM
Stormwater & Environmental Manager
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023-1564

RE: Fourmile Creek and Tributary to Fourmile Creek Restoration

Ms. Ford:

This letter accompanies RDG Invoice #52627 related to the project referenced above. During the period of work related to this invoice the following tasks or work items were performed:

1. Management of project schedule and internal delegation of tasks
2. Site field visits
3. Iowa River Restoration Toolbox analyses
4. Coordination with Iowa Department of Natural Resources
5. Development of design development design plans for stream restoration project

We would be glad to provide more specific information regarding any of these tasks, if required. Let me know if you have any questions. Thank you.

Sincerely,

Gregory M. Pierce, PE, CPESC
Water Resource Engineer
Project Manager

RDG Planning & Design
301 Grand Avenue
Des Moines, Iowa 50309-1718
Tel 515.288.3141
Fax 515.288.8631
www.rdgusa.com
RDG IA Inc

ANKENY CITY COUNCIL

City Council Agenda

February 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:
Municipal Utilities	Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #6 in the amount of $5,787.29 to Short Elliott Hendrickson Inc., for engineering services on the S Ankeny Blvd Transmission Main 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 #6

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
bringing it all together

Project Title:	S Ankeny Blvd Transmission Main		
Contractor:	Short Elliott Hendrickson Inc.		
Address:	PO Box 64780, St. Paul, MN 55164-0780		
Finance Budget Code:	633.3633.4210	***Finance Project #***	633.4210
Vendor Project or Invoice #:	ANKMU 165980	***PO #***	
Original Contract Date:	February 7, 2022	***Vendor #***	011405

Date of Council Meeting: February 6, 2023 **PAYMENT REQUEST #** 6

PAYMENT PERIOD: From: December 1, 2022 Through: December 31, 2022

Contract Summary

Original Contract Amount:	$ 216,800.00		
Net change by Change Orders:	$ -		
Contract Amount to Date: (line 1 ± 2)		$ 216,800.00	
Total completed and stored to date:	$ 194,267.59		
Retainage: 0 % of Completed Work:	$ -		
Total Earned less Retainage:		$ 194,267.59	
Less previous applications for payment:		$ 188,480.30	
SUBTOTAL			$ 5,787.29
OTHER CHARGES (Attach an itemized list)			$ -
CURRENT PAYMENT DUE			$ 5,787.29
Balance to finish, including retainage:		$ 22,532.41	
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: Short Elliott Hendrickson Inc.

Firm Name

Katrina L Kinsey January 13, 2023

Signature Date

City of Ankeny Staff Approval:

Donald Clark 1-17-23

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*

Date Printed: 1/13/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	September 6, 2022	$ 107,390.36
2	October 3, 2022	$ 13,894.08
3	November 7, 2022	$ 24,938.29
4	November 27, 2022	$ 21,603.75
5	January 3, 2023	$ 20,653.82
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Previous Applications for Payment

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TOTAL $ 188,480.30

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TOTAL $ -

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	February 7, 2022
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	-
Time Used to Date:	
Contract Time Remaining:	-

Date Printed: 1/13/2023

Invoice

Invoice Number: **439831**

Short Elliott Hendrickson, Inc. FEIN: 41-1251208 | 651.490.2000 | 800.325.2055

BILL TO:

Don Clark
City of Ankeny Municipal Utilities
1210 NW Prairie Ridge Drive
Ankeny IA 50023

REMIT PAYMENT TO:

Short Elliott Hendrickson, Inc.
PO Box 64780
Saint Paul, MN 55164-0780

Pay This Amount	**$5,787.29**
Due Date	11-FEB-23
Invoice Date	12-JAN-23
Bill Through Date	31-DEC-22
Terms	30 NET
SEH Customer Acct #	86294
Customer Project #	
Agreement / PO #	165980
Project Manager	Katie Kinsey kkinsey@sehinc.com
Client Service Manager	Katie Kinsey kkinsey@sehinc.com
Accounting Representative	Mary Meyer mmeyer@sehinc.com 641.424.6344

Project #	Project Name	Project Description
165980	ANKMU S Ankeny Blvd Trans	South Ankeny Boulevard Transmission Main

Notes:

CC:

dclark@ankenyiowa.gov

Task: 1.0 - Project Administration

Direct

Personnel	Hours	Amount	
Senior Admin Assistant	0.25	$33.01	
	0.25		**$33.01**

Task: 1.0 Total: $33.01

Task: 3.0 - Final Design

Direct

Personnel	Hours	Amount	
Senior Project Engineer	16.00	$3,195.72	
Staff Engineer	16.00	$1,732.54	
	32.00		**$4,928.26**

Invoice

Invoice Number: **439831**

Short Elliott Hendrickson, Inc. FEIN: 41-1251208 | 651.490.2000 | 800.325.2055

Task: 3.0 - Final Design

Reimbursed - Expenses

Expenditure Type	Amount
Miscellaneous	$720.00
Mileage	$106.02
	$826.02

Task: 3.0 Total: $5,754.28

Invoice total **$5,787.29**

Project Billing Summary

	Current Amount Due	Previously Invoiced	Cumulative
Totals	**$5,787.29**	$188,480.30	$194,267.59

ANKENY CITY COUNCIL

City Council Agenda

February 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:
Public Works	Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #19 in the amount of $3,011.20 to Snyder & Associates, Inc., for engineering services on the 2021 Pavement Management Study and Master Plan project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Payment #19

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Project Title: 2021 Pavement Management Study and Master Plan
Contractor: Snyder & Associates, Inc.
Address: 2727 SW Snyder Blvd., PO Box 1159, Ankeny, IA 50023
Finance Budget Code: 260.3261.4210 **Finance Project Code:** 261.4210
Vendor Project or Invoice #: 120.0688.01 **PO #**
Original Contract Date: August 17,2020 **Vendor #** 990

Date of Council Meeting 2/6/2023 **PAYMENT REQUEST #** 19
PAYMENT PERIOD: From: 12/19/22 through: 01/22/23

Contract Summary

Original Contract Amount:	$ 97,790.00		
Net change by Change Orders: Amd #1	$ 10,000.00		
Contract Amount to Date: (line 1 ± 2)		$ 107,790.00	
Total completed and stored to date:	$ 107,790.00		
Retainage: 0 % of Completed Work:	$ -		
Total Earned less Retainage:		$ 107,790.00	
Less previous applications for payment:		$ 104,778.80	
SUBTOTAL			$ 3,011.20
OTHER CHARGES (Please attach an itemized list)			$ -
CURRENT PAYMENT DUE			$ 3,011.20
Balance to finish, including retainage:		$ -	
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

_____ 1/26/23
Signature Date

City of Ankeny Staff Approval

_____ 01/27/23
Signature Date

Submit to: _____

Email: _____ *Phone:* _____ *Fax:* _____

Date Printed: 1/26/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	9/24/2020	$ 12,004.00
2	10/21/2020	$ 13,561.00
3	11/20/2020	$ 9,393.25
4	12/22/2020	$ 7,991.00
5	1/21/2021	$ 9,055.50
6	2/17/2021	$ 2,399.00
7	3/23/2021	$ 1,405.50
8	4/21/2021	$ 1,532.00
9	5/26/2021	$ 4,552.50
10	6/23/2021	$ 5,030.50
11	7/22/2021	$ 14,631.00
12	8/25/2021	$ 8,014.50
13	9/21/2021	$ 2,939.50
14	4/20/2022	$ 1,676.00
15	9/21/2022	$ 2,877.55
16	10/26/2022	$ 1,257.00
17	11/22/2022	$ 3,841.50
18	12/21/2022	$ 2,617.50
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TOTAL $ 104,778.80

Record of Change Orders

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	TOTAL	$ 10,000.00

Contract Time Remaining:

CONTRACT PERIOD:	CLICK TO CHOOSE
Original Contract Date:	August 17,2020
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	0
Time Used to Date:	
Contract Time Remaining:	0

Date Printed: 1/26/2023

January 26, 2023

Mr. Adam Lust, P.E.
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, IA 50023-1751

RE: PAVEMENT MANAGEMENT STUDY & MASTER PLAN
PROGRESS REPORT NO. 19
S&A PROJECT NO. 120.0688.01

Dear Mr. Lust:

Enclosed is the nineteenth invoice for the above referenced project and covers work through January 22, 2023. Services include updating the report based on City review comments, updating unit costs and program funding models, running updated model scenarios in PAVER, updating City comparison table, updating GIS map based on 2021 data, and submittal of the final draft.

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 February 6, 2023, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

Mark A. Land, P.E., CFM
Vice President

MAL/jpg

Enclosure

SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

January 25, 2023

Adam Lust
City of Ankeny
1210 NW Prairie Ridge Dr
Ankeny, IA 50023-1751

Invoice No: 120.0688.01 - 19

Finance Budget Code 260.3261.4210

Finance Project Code 261.4210

Vendor # 990

Email

Project **120.0688.01** **Pavement Mgmt Study & Master Plan**

Professional Services through January 22, 2023

Services include updating report based on city review comments, updating unit costs and program funding models, running updated model scenarios in PAVER, updating City comparison table, updating GIS map based on 2021 data, and submittal of final draft.

Basic Services

Hourly Services

	Hours	Rate	Amount	
Environmental Scientist IV	11.00	132.00	1,452.00	
Engineer I	13.75	96.00	1,320.00	
Total Services	24.75		2,772.00	
				2,772.00

Billing Limits	**Current**	**Prior**	**To-Date**	
Total Billings	2,772.00	95,037.25	97,809.25	
Limit			97,790.00	
Adjustment				**-19.25**
			Phase Subtotal	**$2,752.75**

	Total	**Prior**	**Current**
Billings to Date	**97,790.00**	**95,037.25**	**2,752.75**

Additional Services

2021 Update
Hourly Services

	Hours	Rate	Amount	
Engineer IV	2.00	141.00	282.00	
Total Services	2.00		282.00	
				282.00
			Task Subtotal	**$282.00**

	Total	**Prior**	**Current**
Billings to Date	**10,000.00**	**9,741.55**	**258.45**

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	120.0688.01	Ank-PavementMgmtStudy&MasterPlan		Invoice	19
Billing Limits		**Current**	**Prior**	**To-Date**	
Total Billings		282.00	9,741.55	10,023.55	
Limit				10,000.00	
Adjustment					**-23.55**
				Phase Subtotal	**$258.45**

Amount Due this Invoice **$3,011.20**

	Total	Prior	Current
Billings to Date	**107,790.00**	**104,778.80**	**3,011.20**

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Jerod Gross

ANKENY CITY COUNCIL

City Council Agenda

February 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:
Public Works	Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #28 in the amount of $5,168.00 to Snyder & Associates, Inc., for engineering services on the High Trestle Trail Ext Magazine Rd to Oralabor Rd project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Payment #28

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny

Project Title: High Trestle Trail Ext Magazine Rd To Oralabor Rd
Contractor: Snyder & Associates, Inc.
Address: 2727 SW Snyder Blvd., PO Box 1159, Ankeny, IA 50023
Finance Budget Code: 938.2938.4210 *Finance Project Code:* 938.4210
Vendor Project or Invoice #: 120.0274.01 *PO #*
Original Contract Date: *Vendor #* 990

Date of Council Meeting ~~2/26/2023~~ 2/6/2023 **PAYMENT REQUEST #** 28

PAYMENT PERIOD: From: 10/24/22 through: 01/22/23

Contract Summary

Original Contract Amount:	$ 154,900.00		
Net change by Change Orders: Amd #1/Amd #2	$ 378,520.00		
Contract Amount to Date: (line 1 ± 2)		$ 533,420.00	
Total completed and stored to date:	$ 532,188.97		
Retainage: 0 % of Completed Work:	$ -		
Total Earned less Retainage:		$ 532,188.97	
Less previous applications for payment:		$ 527,020.97	
SUBTOTAL			$ 5,168.00
OTHER CHARGES (Please attach an itemized list)			$ -
CURRENT PAYMENT DUE			$ 5,168.00
Balance to finish, including retainage:		$ 1,231.03	
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 1/25/23
Date

City of Ankeny Staff Approval

Signature 1/27/2023
Date

Submit to:

Email: *Phone:* *Fax:*

Date Printed: 1/26/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	3/26/2020	$ 9,986.63
2	4/23/2020	$ 9,165.66
3	5/21/2020	$ 12,496.11
4	6/25/2020	$ 9,343.00
5	7/21/2020	$ 35,972.88
6	8/26/2020	$ 29,571.50
7	9/24/2020	$ 23,112.50
8	11/20/2020	$ 34,894.95
9	12/22/2020	$ 21,011.25
10	1/21/2021	$ 32,818.25
11	2/17/2021	$ 69,642.05
12	7/23/2021	$ 8,505.22
13	8/25/2021	$ 12,499.45
14	9/21/2021	$ 15,589.13
15	10/20/2021	$ 18,875.84
16	11/23/2021	$ 18,234.59
17	12/22/2021	$ 26,047.76
18	1/25/2022	$ 22,485.13
19	2/24/2022	$ 13,664.68
20	3/24/2022	$ 10,160.87
21	4/20/2022	$ 13,365.11
22	5/24/2022	$ 19,841.08
23	6/22/2022	$ 20,377.48
24	7/21/2022	$ 18,475.70
25	8/24/2022	$ 12,963.77
26	9/22/2022	$ 6,297.63
27	10/26/2022	$ 1,622.75
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TOTAL $ 527,020.97

Record of Change Orders

#	Date	Amount
1	11/16/2020	$ 133,120.00
2	7/19/2021	$ 245,400.00
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	TOTAL	$ 378,520.00

Contract Time Remaining:

CONTRACT PERIOD:	CLICK TO CHOOSE
Original Contract Date:	
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	0
Time Used to Date:	
Contract Time Remaining:	0

Date Printed: 1/26/2023

SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

January 25, 2023

Jim Haberichter P.E.
City of Ankeny
1210 NW Prairie Ridge Dr
Ankeny, IA 50023-1751

Invoice No: 120.0274.01 - 28

Finance Budget Code 938.2938.4210
Finance Project Code 938.4210 Vendor 990

Email

Project **120.0274.01** **High Trestle Trail Ext Magazine Rd to Oralabor Rd**

Professional Services through January 22, 2023

Orig Contract $154,900
Amendment 1 $133,120
Amendment 2 $245,400

Prelim Services

			Phase Subtotal	**0.00**
	Total	**Prior**	**Current**	
Billings to Date	**22,375.58**	**22,375.58**	**0.00**	

Basic Services

			Phase Subtotal	**0.00**
	Total	**Prior**	**Current**	
Billings to Date	**238,360.32**	**238,360.32**	**0.00**	

Construction Services

		Hours	**Rate**	**Amount**	
Principal Engineer		.50	220.00	110.00	
Sr. Engineer		13.25	190.00	2,517.50	
Engineer III		9.50	124.00	1,178.00	
Technician VII		12.50	109.00	1,362.50	
	Total Services	35.75		5,168.00	
	Total Services				**5,168.00**
			Phase Subtotal		**$5,168.00**

	Total	**Prior**	**Current**	
Billings to Date	**233,708.97**	**228,540.97**	**5,168.00**	

Outside SubConsultant Services

			Phase Subtotal	**0.00**
	Total	**Prior**	**Current**	
Billings to Date	**31,576.00**	**31,576.00**	**0.00**	

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	5,168.00	527,020.97	532,188.97
Limit			533,420.00
Remaining			1,231.03

REMIT TO: **SNYDER & ASSOCIATES, INC.**
Mailing: PO Box 1159 | Ankeny, IA 50021
Physical: 2727 SW Snyder Blvd. | Ankeny IA 50023

p: 888-964-2020 | f: 515-964-7938
Federal E.I.N. 42-1379015
SNYDER-ASSOCIATES.COM

Project	120.0274.01	Ank-HighTrestleTrlExtMagazineRdtoOralabo	Invoice	28

Amount Due this Invoice **$5,168.00**

	Total	Prior	Current
Billings to Date	**532,188.97**	**527,020.97**	**5,168.00**

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Andrew Burke

SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

January 25, 2023

Mr. Jim Haberichter, P.E.
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

RE: HIGH TRESTLE TRAIL EXTENSION - SE MAGAZINE ROAD to SE ORALABOR ROAD
PROGRESS REPORT NO. 28
S&A PROJECT NO. 120.0274.01

Dear Mr. Haberichter:

This is the twenty-eight progress report for the above-referenced project and covers work through January 22, 2023. Work through this period includes grading quantity review, materials documentation, DocExpress documentation coordination, Iowa DOT pre-audit preparation, and project management. Work anticipated in the next month includes construction administration and preparation of Iowa DOT pre-audit requirements.

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 February 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: Andy Burke, P.E., Snyder & Associates, Inc.

ANKENY CITY COUNCIL

City Council Agenda

February 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:
Municipal Utilities	Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #23 in the amount of $13,247.02 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 #23

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny

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 2/6/2023 **PAYMENT REQUEST #** 23
PAYMENT PERIOD: From: 12/19/22 through: 01/22/23

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:	$ 371,159.71			
Retainage: 0 % of Completed Work:	$ -			
Total Earned less Retainage:		$ 371,159.71		
Less previous applications for payment:		$ 357,912.69		
SUBTOTAL			$	13,247.02
OTHER CHARGES (Please attach an itemized list)			$	-
	Current Payment Due - Division 1 (629.4210)		$	2,841.63
	Current Payment Due - Division 2 (688.4210)		$	10,405.39
CURRENT PAYMENT DUE			$	13,247.02
Balance to finish, including retainage:		$ 331,540.29		
Contract Time Remaining (If applicable)	-			

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all the amounts have been paid by the Contractor for work for which previous Certificate(s) for Payment were issued and payments received from the Owner, and that curren: payment shown herein is now due.

Construction Contractor Approval:
Firm Name

Signature Date

Engineer/Consultant Approval: Snyder & Associates, Inc.
Firm Name

Mark A Rud
Signature 1/26/23
Date

City of Ankeny Staff Approval Donald Clark
Signature 1/26/23
Date

Submit to:
Email: *Phone:* *Fax:*

Date Printed: 1/26/2023

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
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TOTAL $ 357,912.69

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

Date Printed: 1/26/2023

SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

January 26, 2023

Don Clark
City of Ankeny
1210 NW Prairie Ridge Dr
Ankeny, IA 50023-1751

Invoice No: 120.1113.01 - 23

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 January 22, 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)

Hourly Services

	Hours	**Rate**	**Amount**
Sr. Engineer	.50	190.00	95.00
Engineer VIII	2.00	174.00	348.00
Total Services	2.50		443.00

443.00

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	443.00	138,326.18	138,769.18
Limit			164,600.00
Remaining			25,830.82

Phase Subtotal **$443.00**

	Total	**Prior**	**Current**

Project	120.1113.01	Ank-HTTWaterMain&DrainageImprovements			Invoice	23
Billings to Date		**138,769.18**	**138,326.18**	**443.00**		

Design Services Amendment 2 (Division 2)

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	.75	229.00	171.75	
Sr. Engineer	4.75	198.00	940.50	
Engineer VIII	3.50	181.00	633.50	
Project Manager VII	1.00	172.00	172.00	
Technician VII	3.00	113.00	339.00	
Technician VI	1.00	102.00	102.00	
Administrative II	.50	71.00	35.50	
Total Services	14.50		2,394.25	
				2,394.25

Fleet Mileage **4.38**

Billing Limits	**Current**	**Prior**	**To-Date**	
Total Billings	2,398.63	8,321.25	10,719.88	
Limit			229,900.00	
Remaining			219,180.12	
			Phase Subtotal	**$2,398.63**

	Total	**Prior**	**Current**
Billings to Date	**10,719.88**	**8,321.25**	**2,398.63**

Construction Services Div 2
Hourly Services

	Hours	**Rate**	**Amount**	
Sr. Engineer	20.00	198.00	3,960.00	
Engineer VIII	2.50	181.00	452.50	
Technician VII	2.00	113.00	226.00	
Technician V	59.00	92.00	5,428.00	
Technician II	2.00	69.00	138.00	
Total Services	85.50		10,204.50	
				10,204.50

Employee Mileage		5.00	
Total Expenses		**5.00**	**5.00**

Fleet Mileage **195.89**

Project	120.1113.01	Ank-HTTWaterMain&DrainageImprovements		Invoice	23

Billing Limits	Current	Prior	To-Date
Total Billings	10,405.39	13,149.00	23,554.39
Limit			25,400.00
Remaining			1,845.61

Phase Subtotal **$10,405.39**

	Total	Prior	Current
Billings to Date	**23,554.39**	**13,149.00**	**10,405.39**

Amount Due this Invoice **$13,247.02**

	Total	Prior	Current
Billings to Date	**371,159.71**	**357,912.69**	**13,247.02**

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Wesley Farrand

SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

January 26, 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. 23
S&A PROJECT NO. 120.1113.01

Mr. Clark:

This is the twenty-third progress report for the above referenced project and covers work through January 22, 2022. Work performed during this period primarily includes tasks associated with the project construction, including construction coordination, pay applications, construction observation, and construction staking. Additional work associated with SRF funding assistance and review of the hydrologic model for a field change was performed also. This invoice of $13,247.02 represents a completion of about 15% 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 February 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

2727 SW SNYDER BOULEVARD | P.O. BOX 1159 | ANKENY, IA 50023-0974
P: 515-964-2020 | F: 515-964-7938 | SNYDER-ASSOCIATES.COM

ANKENY CITY COUNCIL

City Council Agenda

February 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:
Public Works	Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #24 in the amount of $2,129.00 to Snyder & Associates, Inc., for engineering services on the N Ankeny Blvd Landscape Improvements project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Payment #24

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny

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 2/6/2023 **PAYMENT REQUEST #** 24

PAYMENT PERIOD: From: 12/19/22 through: 01/22/23

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:	$ 146,413.15		
Retainage: 0 % of Completed Work:	$ -		
Total Earned less Retainage:		$ 146,413.15	
Less previous applications for payment:		$ 144,284.15	
SUBTOTAL			$ 2,129.00
OTHER CHARGES (Please attach an itemized list)			$ -
CURRENT PAYMENT DUE			$ 2,129.00
Balance to finish, including retainage:		$ 46,886.85	
Contract Time Remaining (If applicable)	-		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all the amounts have been paid by the Contractor for work for which previous Certificate(s) for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Construction Contractor Approval:

Firm Name

Signature Date

Engineer/Consultant Approval: Snyder & Associates, Inc.
Firm Name

Mark A Rud
Signature 1/26/23
Date

City of Ankeny Staff Approval

Leslie Hart
Signature 1/27/23
Date

Submit to:

Email: *Phone:* *Fax:*

Date Printed: 1/26/2023

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
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TOTAL $ 144,284.15

Record of Change Orders

#	Date		Amount
1	3/21/2022	$	19,900.00
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	TOTAL	$	19,900.00

Contract Time Remaining:

CONTRACT PERIOD:	CLICK TO CHOOSE
Original Contract Date:	
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	0
Time Used to Date:	
Contract Time Remaining:	0

Date Printed: 1/26/2023

SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

January 26, 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. 24
S&A PROJECT NO. 120.0315.01

Dear Ms. Hart:

This is the twenty-fourth progress report for the above referenced project and covers work through January 22, 2023. Work through this period includes construction administration and observation for the fiber project and preparing final plans and specifications for the N Ankeny Blvd and 18th Street Intersection Improvements project.

The remaining main construction element is for the Contractor to remove the existing fiber cables, and surface restoration. The Contractor has surpassed the contract completion date of October 31, 2022, for when the project was to be fully completed. We are continuing to try to reach Comm Data Link to set up a meeting with their manager to discuss their plan for completing this project.

Final plans and contract documents for the N Ankeny Boulevard and 18th Street Intersection Improvements Project are completed. 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 February 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

January 25, 2023

Leslie Hart
City of Ankeny
1210 NW Prairie Ridge Dr
Ankeny, IA 50023-1751

Invoice No: 120.0315.01 - 24

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 January 22, 2023

Basic Services

	Hours	Rate	Amount	
Land Surveyor VIII	.50	163.00	81.50	
Engineer VIII	4.00	163.00	652.00	
Engineer IV	10.50	128.00	1,344.00	
Technician VII	.50	103.00	51.50	
Total Services	15.50		2,129.00	
Total Services				**2,129.00**

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	2,129.00	127,398.14	129,527.14
Limit			176,400.00
Remaining			46,872.86

Phase Subtotal **$2,129.00**

	Total	**Prior**	**Current**
Billings to Date	**129,527.14**	**127,398.14**	**2,129.00**

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 **$2,129.00**

	Total	**Prior**	**Current**
Billings to Date	**146,413.15**	**144,284.15**	**2,129.00**

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	120.0315.01	Ank-NAnkBlvdLndscpImpr	Invoice	24

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

February 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:
Public Works	Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #18 in the amount of $6,328.25 to Snyder & Associates, Inc., for engineering services on the NE Delaware Ave Recon - NE 5th St to NE 18th St project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Payment #18

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny

Project Title: NE Delaware Ave Recon - NE 5th St to NE 18th St
Contractor: Snyder & Associates, Inc.
Address: 2727 SW Snyder Blvd., PO Box 1159, Ankeny, IA 50023
Finance Budget Code: 979.3979.4210 **Finance Project Code:** 979.4210
Vendor Project or Invoice #: 121.0695.01 **PO #**
Original Contract Date: August 16, 2021 **Vendor #** 990

Date of Council Meeting 2/6/2023 **PAYMENT REQUEST #** 18

PAYMENT PERIOD: From: 12/19/22 through: 01/22/23

Contract Summary

Original Contract Amount:	$ 250,000.00			
Net change by Change Orders: Amd #1&2	$ 1,227,290.00			
Contract Amount to Date: (line 1 ± 2)		$ 1,477,290.00		
Total completed and stored to date:	$ 743,916.51			
Retainage: 0 % of Completed Work:	$ -			
Total Earned less Retainage:		$ 743,916.51		
Less previous applications for payment:		$ 737,588.26		
SUBTOTAL			$	6,328.25
OTHER CHARGES (Please attach an itemized list)			$	-
CURRENT PAYMENT DUE			$	6,328.25
Balance to finish, including retainage:		$ 733,373.49		
Contract Time Remaining (If applicable)	-			

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all the amounts have been paid by the Contractor for work for which previous Certificate(s) for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Construction Contractor Approval: _____
Firm Name

_____ _____
Signature Date

Engineer/Consultant Approval: Snyder & Associates, Inc.
Firm Name

Mark A Rud 1/26/23
Signature Date

City of Ankeny Staff Approval

Adam L. Lusts 01/27/23
Signature Date

Submit to: _____

Email: _____ *Phone:* _____ *Fax:* _____

Date Printed: 1/26/2023

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
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TOTAL $ 737,588.26

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		$ 1,227,290.00

Contract Time Remaining:

CONTRACT PERIOD:	CLICK TO CHOOSE
Original Contract Date:	August 16,2021
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	0
Time Used to Date:	
Contract Time Remaining:	0

Date Printed: 1/26/2023

SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

January 26, 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. 18
S&A PROJECT NO. 121.0695.01

Dear Mr. Lust:

This is the eighteenth progress report for the above referenced project and covers work through January 22, 2022. Our work through this period includes coordinating with City staff, coordinating with franchise utilities within the corridor, coordinating with the Iowa DOT office of contracts, and preparing construction documents. Once Elder Corporation fully executes the Contract, we will coordinate a pre-construction meeting and begin shop drawing reviews.

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 February 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.

2727 SW SNYDER BOULEVARD | P.O. BOX 1159 | ANKENY, IA 50023-0974
P: 515-964-2020 | F: 515-964-7938 | SNYDER-ASSOCIATES.COM

SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

January 25, 2023

Adam Lust
City of Ankeny
1210 NW Prairie Ridge Dr
Ankeny, IA 50023-1751

Invoice No: 121.0695.01 - 18

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 January 22, 2023

Basic Services

	Hours	Rate	Amount	
Principal Engineer	.25	220.00	55.00	
Land Surveyor VIII	.50	174.00	87.00	
Engineer VIII	1.50	174.00	261.00	
Engineer VII	3.00	165.00	495.00	
Project Manager VI	2.50	157.00	392.50	
Engineer V	17.00	146.00	2,482.00	
Engineer IV	1.00	136.00	136.00	
Technician VII	7.00	109.00	763.00	
Technician VI	1.00	98.00	98.00	
Technician V	1.50	88.00	132.00	
Administrative II	9.00	68.00	612.00	
Total Services	44.25		5,513.50	
Total Services				**5,513.50**

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	5,513.50	616,274.05	621,787.55
Limit			643,290.00
Remaining			21,502.45

Phase Subtotal **$5,513.50**

Additional Services

	Hours	Rate	Amount	
Land Surveyor VIII	1.00	174.00	174.00	
Technician VII	2.00	109.00	218.00	
Technician VI	4.25	98.00	416.50	
Total Services	7.25		808.50	
Total Services				**808.50**

Fleet Mileage **6.25**

REMIT TO: **SNYDER & ASSOCIATES, INC.**
Mailing: PO Box 1159 | Ankeny, IA 50021
Physical: 2727 SW Snyder Blvd. | Ankeny IA 50023

p: 888-964-2020 | f: 515-964-7938
Federal E.I.N. 42-1379015
SNYDER-ASSOCIATES.COM

Project	121.0695.01	Ank-NEDelawareAveReconNE5thSttoNE18thSt	Invoice	18

Billing Limits	Current	Prior	To-Date	
Total Billings	814.75	121,314.21	122,128.96	
Limit			122,200.00	
Remaining			71.04	
			Phase Subtotal	**$814.75**

Construction Services

Billing Limits	Current	Prior	To-Date	
Total Billings	0.00	0.00	0.00	
Limit			621,800.00	
Remaining			621,800.00	
			Phase Subtotal	**0.00**

Amount Due this Invoice **$6,328.25**

	Total	Prior	Current
Billings to Date	**743,916.51**	**737,588.26**	**6,328.25**

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

February 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:
Public Works	Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #26 in the amount of $5,660.60 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 #26

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

City of Ankeny

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 2/6/2023 **PAYMENT REQUEST #** 26
PAYMENT PERIOD: From: 12/19/22 through: 01/22/23

Contract Summary

Original Contract Amount:	$ 50,300.00		
Net change by Change Orders: Amd #1/2	$ 566,650.00		
Contract Amount to Date: (line 1 ± 2)		$ 616,950.00	
Total completed and stored to date:	$ 550,963.91		
Retainage: 0 % of Completed Work:	$ -		
Total Earned less Retainage:		$ 550,963.91	
Less previous applications for payment:		$ 545,303.31	
SUBTOTAL			$ 5,660.60
OTHER CHARGES (Please attach an itemized list)			$ -
CURRENT PAYMENT DUE			$ 5,660.60
Balance to finish, including retainage:		$ 65,986.09	
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 1/26/23
Date

City of Ankeny Staff Approval

Signature 01/27/23
Date

Submit to:

Email: *Phone:* *Fax:*

Date Printed: 1/26/2023

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
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TOTAL $ 545,303.31

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		$ 566,650.00

Contract Time Remaining:

CONTRACT PERIOD:	CLICK TO CHOOSE
Original Contract Date:	November 2, 2020
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	0
Time Used to Date:	
Contract Time Remaining:	0

Date Printed: 1/26/2023

SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

January 26, 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. 26
S&A PROJECT NO. 120.1005.01

Dear Mr. Lust:

This is the twenty-sixth progress report for the above referenced project and covers work through January 22, 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.

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 February 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.

SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

January 25, 2023

Adam Lust
City of Ankeny
1210 NW Prairie Ridge Dr
Ankeny, IA 50023-1751

Invoice No: 120.1005.01 - 26

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 January 22, 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 IV	.50	141.00	70.50	
Engineer III	.25	129.00	32.25	
Technician V	59.00	92.00	5,428.00	
Total Services	60.00		5,588.00	
Total Services				**5,588.00**

Fleet Mileage **72.60**

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	26
Billing Limits		**Current**	**Prior**	**To-Date**	
Total Billings		5,660.60	174,742.24	180,402.84	
Limit				245,500.00	
Remaining				65,097.16	
			Phase Subtotal		**$5,660.60**

	Total	Prior	Current
Billings to Date	**180,402.84**	**174,742.24**	**5,660.60**

Amount Due this Invoice **$5,660.60**

	Total	Prior	Current
Billings to Date	**550,963.91**	**545,303.31**	**5,660.60**

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

February 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:
Public Works	Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #10 in the amount of $2,710.50 to Snyder & Associates, Inc., for engineering services on the NW Northlawn Area Utility Improvements - Phase 2 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: NW Northlawn Area Utility Improvements- Phase 2
Contractor: Snyder & Associates, Inc.
Address: 2727 SW Snyder Blvd., PO Box 1159, Ankeny, IA 50023
Finance Budget Code: 33 1/3% to each acct 610.3610.4210; 650.3650.4210; 963.3963.4210
Finance Project Code: 33 1/3% to each acct 610.4210; 650.4210; 963.4210
Vendor Project or Invoice #: 119.0975.01B **PO #**
Original Contract Date: June 7, 2021 **Vendor #** 990

Date of Council Meeting 2/6/2023 **PAYMENT REQUEST #** 10
PAYMENT PERIOD: From: 12/19/22 through: 01/22/23

Contract Summary

Original Contract Amount:	$ 54,900.00		
Net change by Change Orders: Amd #1	$ -		
Contract Amount to Date: (line 1 ± 2)		$ 54,900.00	
Total completed and stored to date:	$ 54,476.09		
Retainage: 0 % of Completed Work:	$ -		
Total Earned less Retainage:		$ 54,476.09	
Less previous applications for payment:		$ 51,765.59	
SUBTOTAL			$ 2,710.50
OTHER CHARGES (Please attach an itemized list)			$ -
CURRENT PAYMENT DUE			$ 2,710.50
Balance to finish, including retainage:		$ 423.91	
Contract Time Remaining (If applicable)	-		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all the amounts have been paid by the Contractor for work for which previous Certificate(s) for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Construction Contractor Approval: _____
Firm Name

_____ _____
Signature Date

Engineer/Consultant Approval: Snyder & Associates, Inc.
Firm Name

Mark A. Nahra 1/25/23
Signature Date

City of Ankeny Staff Approval Matthew D. Tyrrell 1/26/2023
Signature Date

Submit to: _____
Email: _____ *Phone:* _____ *Fax:* _____

Date Printed: 1/26/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	7/22/2021	$ 6,008.00
2	8/25/2021	$ 9,378.00
3	9/21/2021	$ 9,568.84
4	10/20/2021	$ 4,811.86
5	5/25/2022	$ 1,344.25
6	6/22/2022	$ 3,102.25
7	10/25/2022	$ 7,579.00
8	11/22/2022	$ 7,683.89
9	12/21/2022	$ 2,289.50
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TOTAL $ 51,765.59

Record of Change Orders

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TOTAL		$ -

Contract Time Remaining:

CONTRACT PERIOD:	CLICK TO CHOOSE
Original Contract Date:	June 7, 2021
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	0
Time Used to Date:	
Contract Time Remaining:	0

Date Printed: 1/26/2023

SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

January 25, 2023

Mr. Matt Grgurich
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

RE: NW NORTHLAWN AREA UTILITY IMPROVEMENTS – PHASE 2
PROGRESS REPORT NO. 10
S&A PROJECT NO. 119.0975.01B

Dear Mr. Grgurich:

This is the tenth progress report for the above referenced project and covers work through January 22, 2023. Our work through this period includes coordination with City and franchise utility companies. We have also started to receive shop drawings from the Contractor and have begun shop drawing reviews. A pre-construction meeting will be set up for March.

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 February 6, 2023, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

Mark A. Land, P.E., CFM
Vice President

MAL/jms

Enclosures

cc: Jordan Stoermer, P.E., Snyder & Associates, Inc.
John Haldeman, P.E., Snyder & Associates, Inc.

2727 SW SNYDER BOULEVARD | P.O. BOX 1159 | ANKENY, IA 50023-0974
P: 515-964-2020 | F: 515-964-7938 | SNYDER-ASSOCIATES.COM

SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

January 25, 2023

Matt Grgurich
City of Ankeny
1210 NW Prairie Ridge Dr
Ankeny, IA 50023-1751

Invoice No: 119.0975.01B - 10

Finance Budget Code
610.3610.4210/650.3650.4210/963.3963.4210

Finance Project Code 610.4210/650.4210/963.4210

Vendor 990

Email

Project **119.0975.01B** **NW Northlawn Area Utility Improvements Phase 2**

Professional Services through January 22, 2023

Basic Services

	Hours	Rate	Amount	
Principal Engineer	.25	220.00	55.00	
Land Surveyor VIII	.25	174.00	43.50	
Engineer VIII	6.00	174.00	1,044.00	
Technician VI	16.00	98.00	1,568.00	
Total Services	22.50		2,710.50	
Total Services				**2,710.50**
			Phase Subtotal	**$2,710.50**

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	2,710.50	51,765.59	54,476.09
Limit			54,900.00
Remaining			423.91

Amount Due this Invoice **$2,710.50**

	Total	**Prior**	**Current**
Billings to Date	**54,476.09**	**51,765.59**	**2,710.50**

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

February 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:
Municipal Utilities	Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #37 in the amount of $3,161.16 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 #37

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 2/6/2023 **PAYMENT REQUEST #** 37
PAYMENT PERIOD: From: 12/19/22 through: 01/22/23

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:	$ 665,934.70		
Retainage: 0 % of Completed Work:	$ -		
Total Earned less Retainage:		$ 665,934.70	
Less previous applications for payment:		$ 662,773.54	
SUBTOTAL			$ 3,161.16
OTHER CHARGES (Please attach an itemized list)			$ -
CURRENT PAYMENT DUE			$ 3,161.16
Balance to finish, including retainage:		$ 89,015.30	
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 Mark A Ruden Date 1/26/23

City of Ankeny Staff Approval

Signature Donald Clark Date 1/26/23

Submit to: _____
Email: _____ *Phone:* _____ *Fax:* _____

Date Printed: 1/26/2023

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
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TOTAL $ 662,773.54

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	$ 592,650.00

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

Date Printed: 1/26/2023

SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

January 25, 2023

Don Clark
City of Ankeny
1210 NW Prairie Ridge Dr
Ankeny, IA 50023-1751

Invoice No: 119.0290.01 - 37

Finance Code= 983.3983.4210
Finance Project # = 983.4210 Vendor # = 990

Email

Project 119.0290.01 **SE Crosswinds Drive-RISE**

Professional Services through January 22, 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**

Project	119.0290.01	Ank-SECrosswindsDr-RISE	Invoice	37

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
Principal Engineer I	1.50	217.00	325.50
Land Surveyor VIII	.50	181.00	90.50
Engineer VI	2.00	163.00	326.00
Project Manager VI	.50	163.00	81.50
Engineer V	2.75	152.00	418.00
Engineer I	8.50	103.00	875.50
Technician VII	5.00	113.00	565.00
Technician VI	2.00	102.00	204.00
Technician II	2.00	69.00	138.00
Administrative II	1.00	71.00	71.00
Total Services	26.00		3,152.25
Total Services			**3,152.25**

Fleet Mileage **8.91**

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	3,161.16	127,655.71	130,816.87
Limit			197,200.00
Remaining			66,383.13

Phase Subtotal **$3,161.16**

	Total	**Prior**	**Current**
Billings to Date	**130,816.87**	**127,655.71**	**3,161.16**

Amount Due this Invoice **$3,161.16**

	Total	**Prior**	**Current**
Billings to Date	**665,934.70**	**662,773.54**	**3,161.16**

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Laura Lamberty

SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

January 26, 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. 37
S&A PROJECT NO. 119.0290.01

Dear Mr. Clark:

This is the thirty-seventh progress report for the above referenced project and covers work through January 22, 2023. Work invoiced through this period includes construction administration and observation. This invoice includes budget/funding coordination with Derek Lord, RISE Reimbursement Preparation, setting of property corners, 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.

The project construction engineering services costs included on this invoice of $3,161.16, are 80% eligible /20% ineligible for RISE reimbursement at a rate of 50%. A total of $1,264.46 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 February 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.

2727 SW SNYDER BOULEVARD | P.O. BOX 1159 | ANKENY, IA 50023-0974
P: 515-964-2020 | F: 515-964-7938 | SNYDER-ASSOCIATES.COM

ANKENY CITY COUNCIL

City Council Agenda

February 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:
Public Works	Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #1 in the amount of $3,582.25 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 #1

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny

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
Vendor Project or Invoice #:	N/A	***PO #***	N/A
Original Contract Date:	January 3, 2023	***Vendor #***	990

Date of Council Meeting: February 6, 2023 **PAYMENT REQUEST #** 1

PAYMENT PERIOD: From: January 3, 2023 Through: January 22, 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:	$ 3,582.25		
Retainage: 0 % of Completed Work:	$ -		
Total Earned less Retainage:		$ 3,582.25	
Less previous applications for payment:		$ -	
SUBTOTAL			$ 3,582.25
OTHER CHARGES (Attach an itemized list)			$ -
CURRENT PAYMENT DUE			$ 3,582.25
Balance to finish, including retainage:		$ 38,117.75	
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 1/25/23

Date

City of Ankeny Staff Approval:

Leslie Hart 1/27/23

Signature Date

Submit to:

E-mail: *Phone:* *Fax:*

Date Printed: 1/26/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

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Previous Applications for Payment

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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

Date Printed: 1/26/2023

January 25, 2023

Mr. Mark Mueller, P.E.
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. 1
S&A PROJECT NO. 123.0135.01

Dear Mr. Mueller:

Enclosed is the first invoice for the above referenced project, for work performed through January 22, 2023. Services performed during this period included the following:

- Conceptual sidewalk and signal layout development
- Project schedule development
- Preliminary design and plan preparation
- Kickoff meeting coordination

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 February 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

January 25, 2023

Leslie Hart
City of Ankeny
1210 NW Prairie Ridge Dr
Ankeny, IA 50023-1751

Invoice No: 123.0135.01 - 1

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 January 22, 2023

Basic Services
Hourly Services

	Hours	Rate	Amount	
Principal Engineer II	2.50	229.00	572.50	
Sr. Engineer	3.00	198.00	594.00	
Engineer IV	11.75	141.00	1,656.75	
Lead Technician	5.50	138.00	759.00	
Total Services	22.75		3,582.25	
				3,582.25
			Phase Subtotal	**$3,582.25**

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	3,582.25	0.00	3,582.25
Limit			41,700.00
Remaining			38,117.75

Amount Due this Invoice **$3,582.25**

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Andrew Houchin

ANKENY CITY COUNCIL

City Council Agenda

February 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:
Public Works	Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #15 in the amount of $50,080.77 to Sternquist Construction, for construction 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 #15

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
bringing it all together

Project Title:	NW 18th Street Extension - NW Weigel Drive to NW Spruce Drive		
Contractor:	Sternquist Construction		
Address:	1110 N 14th Street, Indianola, Iowa 50125		
Finance Budget Code:	959.3959.4451	***Finance Project #***	959.4451
Vendor Project or Invoice #:	N/A	***PO #***	N/A
Original Contract Date:	March 15, 2021	***Vendor #***	6417

Date of Council Meeting: February 6, 2023 **PAYMENT REQUEST #** 15

PAYMENT PERIOD: From: August 21, 2022 Through: October 17, 2022

Contract Summary

Original Contract Amount:	$ 4,526,677.00			
Net change by Change Orders:	$ (8,984.25)			
Contract Amount to Date: (line 1 ± 2)		$ 4,517,692.75		
Total completed and stored to date:	$ 4,437,513.90			
Retainage: 4.70 % of Completed Work:	$ 208,563.15			
Total Earned less Retainage:		$ 4,228,950.75		
Less previous applications for payment:		$ 4,178,869.98		
SUBTOTAL			$	50,080.77
OTHER CHARGES (Liquidated Damages)			$	-
CURRENT PAYMENT DUE			$	50,080.77
Balance to finish, including retainage:		$ ~~338,822.77~~ 288,742.00		
Contract Time Remaining (If applicable)	(75) 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: Sternquist Construction (~~Firm Name~~)

Signature — Date: 1-27-23

Engineer / Consultant Approval: Civil Design Advantage (Firm Name)

Signature — Date: 1/27/2023

City of Ankeny Staff Approval:

Signature — Date: 1/27/2023

Submit to: Jim Haberichter, P.E.

E-mail: JHaberichter@Ankenylowa.gov *Phone:* (515) 963-3536 *Fax:* (515) 963-3536

Date Printed: 1/27/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	TOTAL QUANTITY THIS PAY PERIOD	TOTAL VALUE THIS PAY PERIOD	TOTAL QUANTITY FROM PREVIOUS PAY PERIODS	TOTAL QUANTITY COMPLETE	TOTAL VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
	EARTHWORK													
2.01	CLEARING AND GRUBBING	LS	1.00		1.00	$ 5,200.00	$ 5,200.00		$ -	1.00	1.00	$ 5,200.00	0.00	100.00%
2.02	LOCATING/REPAIR TILE LINES	STA	28.00		28.00	$ 500.00	$ 14,000.00		$ -		0.00	$ -	28.00	0.00%
2.03	TOPSOIL, ON-SITE	CY	11,500.00		11,500.00	$ 5.00	$ 57,500.00		$ -	11500.00	11,500.00	$ 57,500.00	0.00	100.00%
2.04	EXCAVATION, CLASS 10 (ON-SITE)	CY	11,800.00		11,800.00	$ 2.50	$ 29,500.00		$ -	11800.00	11,800.00	$ 29,500.00	0.00	100.00%
2.05	BELOW GRADE EXCAVATION (CORE OUT)	CY	100.00	57.00	157.00	$ 10.00	$ 1,570.00		$ -	157.00	157.00	$ 1,570.00	0.00	100.00%
2.06	SUBGRADE PREPARATION, 12 IN. DEPTH	SY	21,162.00		21,162.00	$ 3.00	$ 63,486.00		$ -	21162.00	21,162.00	$ 63,486.00	0.00	100.00%
2.07	SUBBASE, MODIFIED	SY	19,909.00	2,457.00	22,366.00	$ 10.00	$ 223,660.00		$ -	22366.00	22,366.00	$ 223,660.00	0.00	100.00%
2.08	COMPACTION TESTING	LS	1.00		1.00	$ 4,000.00	$ 4,000.00		$ -	1.00	1.00	$ 4,000.00	0.00	100.00%
	TRENCH EXCAVATION AND BACKFILL													
3.01	TRENCH COMPACTION TESTING	LS	1.00		1.00	$ 20,000.00	$ 20,000.00		$ -	1.00	1.00	$ 20,000.00	0.00	100.00%
3.02	SETTLEMENT PLATES	EA	12.00		12.00	$ 4,805.00	$ 57,660.00		$ -	12.00	12.00	$ 57,660.00	0.00	100.00%
	SEWERS AND DRAINS													
4.01	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 8 IN. DIA.	LF	138.00		138.00	$ 144.00	$ 19,872.00		$ -	138.00	138.00	$ 19,872.00	0.00	100.00%
4.02	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 15 IN. DIA.	LF	1,743.00		1,743.00	$ 160.00	$ 278,880.00		$ -	1796.00	1,796.00	$ 287,360.00	(53.00)	103.04%
4.03	SANITARY SEWER GRAVITY MAIN, TRENCHED, DIP, 8 IN. DIA.	LF	268.00		268.00	$ 181.75	$ 48,709.00		$ -	224.00	224.00	$ 40,712.00	44.00	83.58%
4.04	SANITARY SEWER GRAVITY MAIN, TRENCHED, DIP, 18 IN. DIA.	LF	2,260.00	(1,123.00)	1,137.00	$ 265.25	$ 301,589.25		$ -	1137.00	1,137.00	$ 301,589.25	0.00	100.00%
4.05	SANITARY SEWER SERVICE, DIP, 6" DIA.	LF	40.00		40.00	$ 110.75	$ 4,430.00		$ -	40.00	40.00	$ 4,430.00	0.00	100.00%
4.06	SANITARY SEWER CLEANOUT	EA	8.00		8.00	$ 4,200.00	$ 33,600.00		$ -	7.00	7.00	$ 29,400.00	1.00	87.50%
4.07	STORM SEWER, TRENCHED, HDPE, 6 IN. DIA.	LF	55.00	(55.00)	0.00	$ 42.00	$ -		$ -		0.00	$ -	0.00	0.00%
4.08	STORM SEWER, TRENCHED, RCP, 15 IN. DIA.	LF	1,335.00		1,335.00	$ 61.00	$ 81,435.00		$ -	1330.00	1,330.00	$ 81,130.00	5.00	99.63%
4.09	STORM SEWER, TRENCHED, RCP, 18 IN. DIA.	LF	37.00		37.00	$ 68.50	$ 2,534.50		$ -	37.00	37.00	$ 2,534.50	0.00	100.00%
4.10	STORM SEWER, TRENCHED, RCP, 24 IN. DIA.	LF	580.00		580.00	$ 84.00	$ 48,720.00		$ -	580.00	580.00	$ 48,720.00	0.00	100.00%
4.11	STORM SEWER, TRENCHED, RCP, 30 IN. DIA.	LF	1,664.00		1,664.00	$ 110.25	$ 183,456.00		$ -	1664.00	1,664.00	$ 183,456.00	0.00	100.00%
4.12	STORM SEWER, TRENCHED, RCP, 36 IN. DIA.	LF	810.00		810.00	$ 136.50	$ 110,565.00		$ -	810.00	810.00	$ 110,565.00	0.00	100.00%
4.13	STORM SEWER, TRENCHED, RCP, 42 IN. DIA.	LF	43.00		43.00	$ 200.00	$ 8,600.00		$ -	43.00	43.00	$ 8,600.00	0.00	100.00%
4.14	REMOVAL OF STORM SEWER, RCP, 36 IN. DIA. OR LESS	LF	122.00		122.00	$ 27.25	$ 3,324.50		$ -	122.00	122.00	$ 3,324.50	0.00	100.00%
4.15	REMOVAL OF STORM SEWER, RCP, 42 IN. DIA.	LF	57.00		57.00	$ 36.00	$ 2,052.00		$ -	57.00	57.00	$ 2,052.00	0.00	100.00%
4.16	PIPE APRON, RCP, 15 IN. DIA.	EA	2.00		2.00	$ 1,155.00	$ 2,310.00		$ -	2.00	2.00	$ 2,310.00	0.00	100.00%
4.17	PIPE APRON, RCP, 24 IN. DIA.	EA	3.00		3.00	$ 1,365.00	$ 4,095.00		$ -	3.00	3.00	$ 4,095.00	0.00	100.00%
4.18	PIPE APRON, RCP, 42 IN. DIA.	EA	1.00		1.00	$ 2,625.00	$ 2,625.00		$ -	1.00	1.00	$ 2,625.00	0.00	100.00%
4.19	FOOTING FOR CONCRETE APRON, RCP, 15 IN. DIA.	EA	2.00		2.00	$ 604.00	$ 1,208.00		$ -	2.00	2.00	$ 1,208.00	0.00	100.00%
4.20	FOOTING FOR CONCRETE APRON, RCP, 24 IN. DIA.	EA	3.00		3.00	$ 662.00	$ 1,986.00		$ -	3.00	3.00	$ 1,986.00	0.00	100.00%
4.21	FOOTING FOR CONCRETE APRON, RCP, 42 IN. DIA.	EA	1.00		1.00	$ 977.00	$ 977.00		$ -	1.00	1.00	$ 977.00	0.00	100.00%
4.22	PIPE APRON GUARD	EA	6.00		6.00	$ 1,155.00	$ 6,930.00		$ -	5.00	5.00	$ 5,775.00	1.00	83.33%
4.23	SUBDRAIN, CORRUGATED PVC, 8 IN. DIA.	LF	7,351.00	0.00	7,351.00	$ 21.00	$ 154,371.00		$ -	7351.00	7,351.00	$ 154,371.00	0.00	100.00%
4.24	SUBDRAIN CLEANOUT, TYPE B, 24 IN. DIA.	EA	3.00		3.00	$ 1,470.00	$ 4,410.00		$ -	3.00	3.00	$ 4,410.00	0.00	100.00%
4.25	SUBDRAIN OUTLETS AND CONNECTIONS, RCP/INTK/MH, 8 IN. DIA.	EA	77.00		77.00	$ 252.00	$ 19,404.00		$ -	77.00	77.00	$ 19,404.00	0.00	100.00%
	WATER MAINS AND APPURTENANCES													
5.01	WATER MAIN, TRENCHED, PVC, 8 IN. DIA.	LF	375.00		375.00	$ 47.50	$ 17,812.50		$ -	375.00	375.00	$ 17,812.50	0.00	100.00%
5.02	WATER MAIN, TRENCHED, PVC, 10 IN. DIA.	LF	121.00		121.00	$ 63.00	$ 7,623.00		$ -	121.00	121.00	$ 7,623.00	0.00	100.00%
5.03	WATER MAIN, TRENCHED, PVC, 12 IN. DIA.	LF	3,845.00		3,845.00	$ 47.25	$ 181,676.25		$ -	3845.00	3,845.00	$ 181,676.25	0.00	100.00%
5.04	WATER SERVICE STUB, POLYETHYLENE, 1 IN.	EA	1.00		1.00	$ 1,732.50	$ 1,732.50		$ -	1.00	1.00	$ 1,732.50	0.00	100.00%
5.05	VALVE, GATE, 8 IN. DIA.	EA	5.00		5.00	$ 1,890.00	$ 9,450.00		$ -	5.00	5.00	$ 9,450.00	0.00	100.00%
5.06	VALVE, GATE, 10 IN. DIA.	EA	2.00		2.00	$ 2,467.50	$ 4,935.00		$ -	2.00	2.00	$ 4,935.00	0.00	100.00%
5.07	VALVE, GATE, 12 IN. DIA.	EA	7.00		7.00	$ 2,940.00	$ 20,580.00		$ -	7.00	7.00	$ 20,580.00	0.00	100.00%
5.08	FIRE HYDRANT ASSEMBLY	EA	11.00		11.00	$ 5,565.00	$ 61,215.00		$ -	11.00	11.00	$ 61,215.00	0.00	100.00%
5.09	FLUSHING DEVICE (BLOWOFF FIRE HYDRANT)	EA	6.00		6.00	$ 4,725.00	$ 28,350.00		$ -	6.00	6.00	$ 28,350.00	0.00	100.00%
5.10	RELOCATE TEMPORARY FIRE HYDRANT	EA	2.00		2.00	$ 1,942.50	$ 3,885.00		$ -	2.00	2.00	$ 3,885.00	0.00	100.00%
5.11	VALVE BOX, ADJUSTMENT	EA	5.00		5.00	$ 210.00	$ 1,050.00		$ -	5.00	5.00	$ 1,050.00	0.00	100.00%
5.12	WATER MAIN, REMOVAL	LF	70.00		70.00	$ 23.00	$ 1,610.00		$ -	70.00	70.00	$ 1,610.00	0.00	100.00%
	STRUCTURES FOR SANITARY AND STORM SEWERS													
6.01	MANHOLE, TYPE SW-301, 48 IN. DIA. (SANITARY SEWER)	EA	14.00		14.00	$ 14,700.00	$ 205,800.00		$ -	14.00	14.00	$ 205,800.00	0.00	100.00%
6.02	MANHOLE, TYPE SW-401, 60 IN. DIA. (STORM SEWER)	EA	1.00		1.00	$ 6,615.00	$ 6,615.00		$ -	1.00	1.00	$ 6,615.00	0.00	100.00%
6.03	INTAKE, TYPE SW-501, SINGLE GRATE INTAKE	EA	4.00		4.00	$ 2,835.00	$ 11,340.00		$ -	4.00	4.00	$ 11,340.00	0.00	100.00%
6.04	INTAKE, TYPE SW-502, CIRCULAR SINGLE GRATE INTAKE, 60 IN. DIA.	EA	2.00		2.00	$ 7,980.00	$ 15,960.00		$ -	2.00	2.00	$ 15,960.00	0.00	100.00%
6.05	INTAKE, TYPE SW-505, DOUBLE GRATE INTAKE	EA	18.00		18.00	$ 4,515.00	$ 81,270.00		$ -	18.00	18.00	$ 81,270.00	0.00	100.00%
6.06	INTAKE, TYPE SW-506, DOUBLE GRATE INTAKE WITH MANHOLE	EA	8.00		8.00	$ 8,190.00	$ 65,520.00		$ -	8.00	8.00	$ 65,520.00	0.00	100.00%
6.07	INTAKE, TYPE SW-506, DOUBLE GRATE INTAKE WITH MANHOLE (MOD.)	EA	8.00		8.00	$ 12,757.50	$ 102,060.00		$ -	8.00	8.00	$ 102,060.00	0.00	100.00%
6.08	INTAKE, TYPE SW-512, CIRCULAR AREA INTAKE, 24 IN. DIA.	EA	2.00		2.00	$ 3,045.00	$ 6,090.00		$ -	2.00	2.00	$ 6,090.00	0.00	100.00%
6.09	EXTERNAL DROP CONNECTION	EA	6.00		6.00	$ 6,510.00	$ 39,060.00		$ -	5.00	5.00	$ 32,550.00	1.00	83.33%
6.10	INTAKE ADJUSTMENT, MINOR	EA	1.00		1.00	$ 997.50	$ 997.50		$ -	1.00	1.00	$ 997.50	0.00	100.00%
6.11	REMOVE INTAKE, STORM	EA	2.00		2.00	$ 682.50	$ 1,365.00		$ -	2.00	2.00	$ 1,365.00	0.00	100.00%
6.12	STANDPIPE	EA	1.00		1.00	$ 630.00	$ 630.00		$ -	1.00	1.00	$ 630.00	0.00	100.00%
6.13	REMOVE STANDPIPE	EA	1.00		1.00	$ 735.00	$ 735.00		$ -	1.00	1.00	$ 735.00	0.00	100.00%
	STREETS AND RELATED WORK								$ -					
7.01	PAVEMENT, PCC, 9 IN., CLASS C-SUD MIX	SY	17,382.00		17,382.00	$ 51.25	$ 890,827.50		$ -	17382.00	17,382.00	$ 890,827.50	0.00	100.00%
7.02	PAVEMENT, PCC, 8 IN., CLASS C-SUD MIX	SY	345.00		345.00	$ 64.00	$ 22,080.00		$ -	345.00	345.00	$ 22,080.00	0.00	100.00%

7.03	PAVEMENT, PCC, 7 IN., CLASS C-SUD MIX	SY	867.00		867.00	$ 53.00	$ 45,951.00		$ -	882.00	882.00	$ 46,746.00	(15.00)	101.73%
7.04	PCC PAVEMENT SAMPLES AND TESTING	LS	1.00		1.00	$ 7,500.00	$ 7,500.00		$ -	1.00	1.00	$ 7,500.00	0.00	100.00%
7.05	REMOVAL OF SIDEWALK	SY	72.00		72.00	$ 25.00	$ 1,800.00		$ -	72.00	72.00	$ 1,800.00	0.00	100.00%
7.06	SIDEWALK, PCC, 4 IN.	SY	17.00		17.00	$ 94.50	$ 1,606.50		$ -	17.00	17.00	$ 1,606.50	0.00	100.00%
7.07	SIDEWALK, PCC, 5 IN.	SY	3,223.00		3,223.00	$ 36.25	$ 116,833.75		$ -	3036.00	3,036.00	$ 110,055.00	187.00	94.20%
7.08	SIDEWALK, PCC, 6 IN.	SY	214.00		214.00	$ 100.00	$ 21,400.00		$ -	193.00	193.00	$ 19,300.00	21.00	90.19%
7.09	DETECTABLE WARNING	SF	242.00		242.00	$ 55.00	$ 13,310.00		$ -	245.00	245.00	$ 13,475.00	(3.00)	101.24%
7.10	DRIVEWAY, PCC, 6 IN.	SY	154.00		154.00	$ 98.00	$ 15,092.00		$ -	154.00	154.00	$ 15,092.00	0.00	100.00%
7.11	DRIVEWAY, GRANULAR, CLASS A CRUSHED STONE	TONS	50.00		50.00	$ 60.00	$ 3,000.00		$ -	55.00	55.00	$ 3,300.00	(5.00)	110.00%
7.12	TEMPORARY DRIVEWAY, GRANULAR, CLASS A CRUSHED STONE	TONS	84.00		84.00	$ 50.00	$ 4,200.00		$ -	84.00	84.00	$ 4,200.00	0.00	100.00%
7.13	PAVEMENT REMOVAL	SY	575.00		575.00	$ 20.00	$ 11,500.00		$ -	590.00	590.00	$ 11,800.00	(15.00)	102.61%
	TRAFFIC CONTROL													
8.01	PAITNED PAVEMENT MARKINGS, WATERBORNE	STA	5.00		5.00	$ 210.00	$ 1,050.00		$ -	5.00	5.00	$ 1,050.00	0.00	100.00%
8.02	PAINTED PAVEMENT MARKINGS, DURABLE	STA	117.10		117.10	$ 65.00	$ 7,611.50		$ -	106.08	106.08	$ 6,895.20	11.02	90.59%
8.03	PAINTED SYMBOLS AND LEGENDS, DURABLE	EA	30.00		30.00	$ 130.00	$ 3,900.00		$ -	29.00	29.00	$ 3,770.00	1.00	96.67%
8.04	GROOVES CUT FOR PAVEMENT MARKINGS	STA	117.10		117.10	$ 35.00	$ 4,098.50		$ -	106.08	106.08	$ 3,712.80	11.02	90.59%
8.05	GROOVES CUT FOR SYMBOLS AND LEGENDS	EA	30.00		30.00	$ 105.00	$ 3,150.00		$ -	29.00	29.00	$ 3,045.00	1.00	96.67%
8.06	TEMPORARY TRAFFIC CONTROL	LS	1.00		1.00	$ 6,500.00	$ 6,500.00		$ -	1.00	1.00	$ 6,500.00	0.00	100.00%
8.07	PORTABLE DYNAMIC MESSAGE BOARD (PDMS)	DAYS	7.00		7.00	$ 135.00	$ 945.00		$ -	7.00	7.00	$ 945.00	0.00	100.00%
8.08	TRAFFIC SIGNAGE	LS	1.00		1.00	$ 19,500.00	$ 19,500.00	0.05	$ 975.00	0.95	1.00	$ 19,500.00	0.00	100.00%
8.09	TRAFFIC SIGN RELOCATION	EA	8.00		8.00	$ 158.00	$ 1,264.00		$ -	8.00	8.00	$ 1,264.00	0.00	100.00%
8.10	TRAFFIC SIGN REMOVAL	EA	2.00		2.00	$ 105.00	$ 210.00		$ -	2.00	2.00	$ 210.00	0.00	100.00%
8.11	FIBER OPTIC CONDUIT (BLUE) - CITY (FURNISH & INSTALL)	LF	3,855.00		3,855.00	$ 6.50	$ 25,057.50		$ -	3855.00	3,855.00	$ 25,057.50	0.00	100.00%
8.12	FIBER OPTIC CONDUIT (ORANGE) - SCHOOL (FURNISH & INSTALL)	LF	3,670.00		3,670.00	$ 6.50	$ 23,855.00		$ -	3670.00	3,670.00	$ 23,855.00	0.00	100.00%
8.13	FIBER OPTIC HANDHOLES - TYPE III - CITY (FURNISH & INSTALL)	EA	3.00		3.00	$ 1,300.00	$ 3,900.00		$ -	3.00	3.00	$ 3,900.00	0.00	100.00%
8.14	FIBER OPTIC HANDHOLES - TYPE III - SCHOOL (FURNISH & INSTALL)	EA	3.00		3.00	$ 1,300.00	$ 3,900.00		$ -	3.00	3.00	$ 3,900.00	0.00	100.00%
8.15	FIBER OPTIC HANDHOLES - TYPE IV - CITY (FURNISH & INSTALL)	EA	2.00		2.00	$ 1,510.00	$ 3,020.00		$ -	2.00	2.00	$ 3,020.00	0.00	100.00%
8.16	FIBER OPTIC HANDHOLES - TYPE IV - SCHOOL (FURNISH & INSTALL)	EA	2.00		2.00	$ 1,510.00	$ 3,020.00		$ -	2.00	2.00	$ 3,020.00	0.00	100.00%
	SITE WORK AND LANDSCAPING													
9.01	CONVENTIONAL SEEDING, SEEDING, FERTILIZING, TYPE 1	AC	11.40		11.40	$ 1,260.00	$ 14,364.00	9.50	$ 11,970.00		9.50	$ 11,970.00	1.90	83.33%
9.02	CONVENTIONAL SEEDING, SEEDING, FERT., TYPE 4 (TEMP SEEDING)	AC	16.16		16.16	$ 100.00	$ 1,616.00	4.00	$ 400.00		4.00	$ 400.00	12.16	24.75%
9.03	HYDRAULIC MULCHING (BFM)	AC	16.16		16.16	$ 2,000.00	$ 32,320.00	10.60	$ 21,200.00	1.10	11.70	$ 23,400.00	4.46	72.40%
9.04	FILTER SOCKS, 12 IN.	LF	825.00		825.00	$ 2.50	$ 2,062.50	375.00	$ 937.50		375.00	$ 937.50	450.00	45.45%
9.05	FILTER SOCKS, REMOVAL	LF	825.00		825.00	$ 0.50	$ 412.50		$ -		0.00	$ -	825.00	0.00%
9.06	RIP RAP, CLASS E	TONS	48.00		48.00	$ 76.50	$ 3,672.00		$ -	92.00	92.00	$ 7,038.00	(44.00)	191.67%
9.07	SILT FENCE	LF	9,285.00		9,285.00	$ 1.50	$ 13,927.50	1.00	$ 1.50	493.00	494.00	$ 741.00	8,791.00	5.32%
9.08	SILT FENCE, REMOVAL OF DEVICE	LF	9,285.00		9,285.00	$ 0.10	$ 928.50	494.00	$ 49.40		494.00	$ 49.40	8,791.00	5.32%
9.09	STABILIZED CONSTRUCTION ENTRANCE	TONS	585.00		585.00	$ 40.00	$ 23,400.00		$ -	652.00	652.00	$ 26,080.00	(67.00)	111.45%
9.10	EROSION CONTROL MULCHING, STRAW	AC	27.56		27.56	$ 500.00	$ 13,780.00	4.00	$ 2,000.00		4.00	$ 2,000.00	23.56	14.51%
9.11	INLET PROTECTION DEVICE, ROCK	EA	41.00		41.00	$ 685.00	$ 28,085.00		$ -	24.00	24.00	$ 16,440.00	17.00	58.54%
9.12	INLET PROTECTION DEVICE, DROP-IN	EA	80.00		80.00	$ 132.00	$ 10,560.00		$ -	78.00	78.00	$ 10,296.00	2.00	97.50%
9.13	INLET PROTECTION DEVICE, MAINTENANCE AND REMOVAL	EA	80.00		80.00	$ 30.00	$ 2,400.00	39.00	$ 1,170.00	39.00	78.00	$ 2,340.00	2.00	97.50%
	MISCELLANEOUS													
11.01	MOBILIZATION	LS	1.00		1.00	$ 140,000.00	$ 140,000.00		$ -	1.00	1.00	$ 140,000.00	0.00	100.00%
11.02	MAINTENANCE OF POSTAL SERVICE	LS	1.00		1.00	$ 3,000.00	$ 3,000.00		$ -	1.00	1.00	$ 3,000.00	0.00	100.00%
11.03	CONCRETE WASHOUT	EA	2.00		2.00	$ 7,500.00	$ 15,000.00		$ -	2.00	2.00	$ 15,000.00	0.00	100.00%
	CHANGE ORDER ITEMS													
12.01	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC (A-2000), 18 IN. DIA.	EA		1,123.00	1,123.00	$ 195.00	$ 218,985.00		$ -	1123.00	1,123.00	$ 218,985.00	0.00	100.00%
12.02	LOWER EXISTING NW WEIGEL DRIVE WATER MAIN	LS		1.00	1.00	$ 3,811.50	$ 3,811.50		$ -	1.00	1.00	$ 3,811.50	0.00	100.00%
12.03	WEED CONTROL WITH GRADING AND MOWING	LS		1.00	1.00	$ 875.00	$ 875.00		$ -	1.00	1.00	$ 875.00	0.00	100.00%
12.04	MANHOLE, TYPE SW-401, 48 IN. DIA. (STORM SEWER)	EA		1.00	1.00	$ 4,950.00	$ 4,950.00		$ -	1.00	1.00	$ 4,950.00	0.00	100.00%
12.05	SUBDRAIN, CORRUGATED PVC, 6 IN. DIA.	LF		600.00	600.00	$ 20.00	$ 12,000.00		$ -	600.00	600.00	$ 12,000.00	0.00	100.00%
12.06	SUBGRADE TREATMENT, GEOGRID	SY		5,320.00	5,320.00	$ 4.50	$ 23,940.00		$ -	5320.00	5,320.00	$ 23,940.00	0.00	100.00%
12.07	INTAKE MODIFICATION	EA		1.00	1.00	$ 1,500.00	$ 1,500.00		$ -	1.00	1.00	$ 1,500.00	0.00	100.00%

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK **CONTRACT = $4,517,692.75** **PAY PERIOD = $ 38,703.40** **COMPLETED = $4,437,513.90** **98.23%**

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	May 3, 2021	$ 127,284.80
2	June 7, 2021	$ 281,211.40
3	July 6, 2021	$ 401,371.44
4	August 2, 2021	$ 371,158.60
5	September 6, 2021	$ 362,441.85
6	October 4, 2021	$ 379,526.66
7	November 1, 2021	$ 244,438.80
8	December 6, 2021	$ 332,705.91
9	January 3, 2022	$ 487,258.09
10	May 2, 2022	$ 88,532.40
11	June 6, 2022	$ 33,853.25
12	July 5,2022	$ 247,648.85
13	August 1, 2022	$ 611,155.19
14	September 6, 2022	$ 210,282.74
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Previous Applications for Payment

No.	Date	Amount
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PREVIOUS PAY APP TOTAL = $ 4,178,869.98

Record of Change Orders

No.	Date	Amount
1	April 19, 2021	$ (78,890.75)
2	June 7, 2021	$ 3,811.50
3	November 1, 2021	$ 875.00
4	January 3, 2022	$ 15,240.00
5	June 6, 2022	$ (600.00)
6	July 5, 2022	$ 49,080.00
7	September 6, 2022	$ 1,500.00
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CHANGE ORDER TOTAL = $ (8,984.25)

Contract Time Remaining

Contract Period:	Working Days
Construction Start Date:	April 1, 2021

Substantial Completion

Contract Working Days:	190.0
Added by Change Order:	6.0
Total Working Days:	196.0
Working Days Used to Date:	251.5
Working Days Remaining:	(55.5)

Full Completion

Contract Working Days:	12.0
Added by Change Order:	1.0
Total Working Days:	13.0
Working Days Used to Date:	32.0
Working Days Remaining:	(19.0)

Date Printed: 1/27/2023

ANKENY CITY COUNCIL

City Council Agenda

February 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 February 6, 2023 Accounts Payable. (Finance Committee: J. Ruddy, Chp, T. Shafer, K. Stearns)

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
AP Recap
AP Check Report

CITY OF ANKENY
ACCOUNTS PAYABLE RECAP
FEBRUARY 6, 2023

Fund		PAYMENTS
100	General Fund	$ 340,893.00
220	Fire Gift Fund	-
233	Hotel Motel Tax Fund	-
240	Parks Improvements	-
250	Police Gift Fund	175.00
260	Road Use Tax Fund	150,267.41
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	5,056.55
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	100,276.81
510	Water Fund	163,505.22
520	Water Improvement Fund	-
530	Water Sinking Fund	-
550	Sewer Fund	51,594.69
560	Sewer Improvement Fund	-
570	Sewer Sinking Fund	-
580	Stormwater Fund	6,638.35
590	Golf Course Fund	8,129.55
600-699	Enterprise Project Funds	629,010.68
710	Revolving Fund	103,456.95
720	Risk Management Fund	44,321.66
730	Health Insurance Fund	436.96
770	Sustainability Revolving Loan	-
780	Economic Development Revolving	-
790	Equipment Reserve Fund	-
800-890	Special Assessments Funds	-
900	BAN/Bond Activity Fund	3,991.50
896-998	Capital Projects Funds	303,802.36
	Sub Total	$ 1,911,556.69
	Payroll Totals	3,112,386.54
	Service Transfers/ACH Drafts	(391,154.80)
	Agenda Payments Approved Separately	(509,639.73)
	Grand Total	$ 4,123,148.70

Honorable Mayor & City Council:

It is my recommendation that the City Council approve payment of the bills listed from funds as shown.

David A. Jones — 2/2/23

City Manager — Date

VENDOR SET: 01 City of Ankeny
BANK: * ALL BANKS
DATE RANGE: 1/20/2023 THRU 2/08/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
002267	KUSTOM SIGNALS INC							
M-CHECK	KUSTOM SIGNALS INC	UNPOST V	1/20/2023			006342		4,681.48CR
C-CHECK	VOID CHECK	V	2/06/2023			241650		

* * 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 4,681.48CR	4,681.48CR	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: TOTALS:	2	4,681.48CR	0.00	0.00
BANK: TOTALS:	2	4,681.48CR	0.00	0.00

VENDOR SET: 01 City of Ankeny
BANK: APGWB FIRST INTERSTATE BANK
DATE RANGE: 1/20/2023 THRU 2/08/2023

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
008578		ACCESS TECHNOLOGIES INC							
	I-INV1299754	11/30/22-12/29/22 STATEMENT	R	2/06/2023	1,695.92		241570		
	I-INV1306980	RICOH MFP REPLACEMENTS	R	2/06/2023	21,981.81		241570		23,677.73
					*** VENDOR TOTALS ***		1 CHECKS		23,677.73
000164		G & S HARDWARE INC							
	I-208544/2	SOCKET ADPTR/TAPE - STREETS	R	2/06/2023	32.98		241571		
	I-208563/2	SNOWPLOW BLADE -CH	R	2/06/2023	49.99		241571		82.97
					*** VENDOR TOTALS ***		1 CHECKS		82.97
000026		AHLERS & COONEY PC							
	I-837936	1/19/23 SVCS-URBAN RENEWAL	E	2/08/2023	495.00		006466		
	I-837937	1/19/23 SVCS-AMEND 3 1991 URP	E	2/08/2023	471.00		006466		966.00
					*** VENDOR TOTALS ***		1 CHECKS		966.00
000226		AIRGAS NORTH CENTRAL INC							
	I-9993547956	CYLINDER RENTALS - CG	R	2/06/2023	891.15		241572		
	I-9993548265	WELDING RENTAL - PKS	R	2/06/2023	40.23		241572		931.38
					*** VENDOR TOTALS ***		1 CHECKS		931.38
009981		ALL CITY MANAGEMENT SERVICES,							
	I-82752	1/1-1/14/23 CROSSING GUARDS	E	2/08/2023	4,985.96		006536		4,985.96
					*** VENDOR TOTALS ***		1 CHECKS		4,985.96
002678		ALL TRAFFIC SOLUTIONS, INC							
	I-SIN034666	TRAFFIC - SPEED DISPLAY	R	2/06/2023	3,721.00		241573		3,721.00
					*** VENDOR TOTALS ***		1 CHECKS		3,721.00
009262		AMAZON CAPITAL SERVICES INC							
	C-13L7-3TMM-7HTN	CR: DOCUMENT FRAME - PD	E	2/08/2023	81.27CR		006532		
	C-1H3J-JRG6-L4VM	CR: STICKERS - KL	E	2/08/2023	83.94CR		006532		
	C-1T71-7FN3-F1RP	CR: PENS - PD	E	2/08/2023	18.14CR		006532		
	C-1VL3-QCJ1-MG3Q	CR: HEADLAMPS - CG	E	2/08/2023	144.75CR		006532		
	I-11GL-TJ4W-CFWY	DOCUMENT FRAME - PD	E	2/08/2023	90.30		006532		
	I-11LX-WDN9-3VLF	MISC MULTIMEDIA - KL	E	2/08/2023	40.92		006532		
	I-11Q9-KKM7-1V4H	MAGIC TAPE - KL	E	2/08/2023	49.15		006532		
	I-11R7-VDNM-DQXC	MISC BOOKS - KL	E	2/08/2023	424.18		006532		
	I-11TT-RVRT-43KN	YARN/NOISE MACHINE/PAPER-KL	E	2/08/2023	85.18		006532		
	I-133K-RVC6-TG1G	LETS GO CODE-50 PIECE SET-KL	E	2/08/2023	41.01		006532		
	I-13DP-YM3M-CY7Q	HAND SANITIZER - KL	E	2/08/2023	60.00		006532		
	I-13L3-Q7WF-1C3Q	FILE FOLDER - CD	E	2/08/2023	308.48		006532		
	I-13YT-HYJ9-QHDV	HEADLAMPS - CG	E	2/08/2023	144.75		006532		
	I-144N-333X-F643	MISC BOOKS - KL	E	2/08/2023	98.44		006532		
	I-16G1-RDKN-1JJC	MICROPHONES - PD	E	2/08/2023	73.36		006532		
	I-16QT-CYCY-FY14	PICASSO TILES PLAYBOARDS - KL	E	2/08/2023	46.98		006532		
	I-19FH-6RYD-LWN7	TEMPORARY TATTOOS - KL	E	2/08/2023	66.45		006532		
	I-19LR-WKM9-9JTQ	HEADSET - FD	E	2/08/2023	62.99		006532		
	I-19VX-J1NW-9HPW	MULTIMEDIA - KL	E	2/08/2023	27.66		006532		

VENDOR SET: 01 City of Ankeny
BANK: APGWB FIRST INTERSTATE BANK
DATE RANGE: 1/20/2023 THRU 2/08/2023

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
	I-19WP-YNG1-6YV4	MULTIMEDIA - KL	E	2/08/2023	30.97		006532		
	I-1CH4-74H3-6M9D	BOOK CLUB BOOKS - KL	E	2/08/2023	361.30		006532		
	I-1D91-W1GD-M3VK	MISC BOOKS - KL	E	2/08/2023	83.31		006532		
	I-1DMK-9PW7-F3VL	MULTIMEDIA - KL	E	2/08/2023	28.67		006532		
	I-1DPC-L1QR-N3P3	FOOTBALL TARGET GAME-P&R	E	2/08/2023	581.99		006532		
	I-1GJV-NTCD-M9VW	PLASTIC BAGS - KL	E	2/08/2023	282.22		006532		
	I-1GN3-P911-3LQN	LONE HOWLER COYOTE DECOY-PRSC	E	2/08/2023	113.90		006532		
	I-1GYF-KW4L-DNMD	MULTIMEDIA - KL	E	2/08/2023	80.25		006532		
	I-1H9R-HWJL-P7F3	PAPER TREAT SACKS - KL	E	2/08/2023	12.34		006532		
	I-1JGG-XFQK-GDJD	MULTIMEDIA - KL	E	2/08/2023	94.77		006532		
	I-1JWL-K39F-MTXK	GRAPHICS CARD - ENG COMPUTER	E	2/08/2023	434.30		006532		
	I-1L9L-WCVX-6CKD	MISC BOOKS - KL	E	2/08/2023	14.27		006532		
	I-1LPL-L4DW-1FJN	MASKING TAPE ROLLS - KL	E	2/08/2023	150.94		006532		
	I-1M14-6YXK-KVF9	BOOK CLUB BOOKS - KL	E	2/08/2023	926.26		006532		
	I-1MQP-VY1F-1X1G	MULTIMEDIA - KL	E	2/08/2023	73.73		006532		
	I-1N6Y-PL9G-11RX	MULTIMEDIA - KL	E	2/08/2023	22.96		006532		
	I-1NMP-JML6-9LMM	MISC BOOKS - KL	E	2/08/2023	54.87		006532		
	I-1P7K-X6NH-3XKR	MULTIMEDIA - KL	E	2/08/2023	60.93		006532		
	I-1PH9-TYJC-P1XD	PAPER -KL	E	2/08/2023	52.19		006532		
	I-1QGW-YRJ7-9W1M	MULTIMEDIA - KL	E	2/08/2023	25.98		006532		
	I-1RHQ-H9K7-3DFH	GRAPHICS CARD - ENG COMPUTER	E	2/08/2023	596.00		006532		
	I-1T61-P1FL-YWXP	MISC BOOKS -KL	E	2/08/2023	422.04		006532		
	I-1TMJ-9G1G-RG69	HDMI FLUSH MOUNT CABLE - IT	E	2/08/2023	14.79		006532		
	I-1V6C-PFLV-1Q9W	PLAYING CARDS -KL	E	2/08/2023	29.27		006532		
	I-1V9G-P7VG-MTT6	MARKERS - PD	E	2/08/2023	17.98		006532		
	I-1VN3-XJKN-1HFR	MISC MULTIMEDIA - KL	E	2/08/2023	53.88		006532		
	I-1W3K-MJWH-37VQ	BATHROOM CABINET - PSB	E	2/08/2023	109.00		006532		
	I-1WC9-CR9K-WWC4	TOILET PAPER DISPENSER- KL	E	2/08/2023	32.00		006532		
	I-1WL1-Y3F6-1QN9	MULTIMEDIA - KL	E	2/08/2023	45.98		006532		
	I-1XF9-TP74-1FCP	CONVERSATION HEARTS/CUPS-KL	E	2/08/2023	86.82		006532		
	I-1XPR-N6GK-P94L	LANDING NETS/PENS - PD	E	2/08/2023	40.38		006532		6,226.04
					*** VENDOR TOTALS ***		1 CHECKS		6,226.04
005758		BETSY ANDERSON							
	I-01/23/23-01/25/23	1/23-1/25/23 MEALS	R	2/06/2023	64.62		241574		64.62
					*** VENDOR TOTALS ***		1 CHECKS		64.62
002676		ANIMAL RESCUE LEAGUE							
	I-INV0029	DECEMBER 2022 ANIMAL INTAKE	E	2/08/2023	2,250.00		006498		2,250.00
					*** VENDOR TOTALS ***		1 CHECKS		2,250.00
008687		ANKENY AMERICAN LEGION POST 42							
	I-306-WMR-23	NYLON FLAGS - FD	R	2/06/2023	280.86		241575		280.86
					*** VENDOR TOTALS ***		1 CHECKS		280.86

VENDOR SET: 01 City of Ankeny
BANK: APGWB FIRST INTERSTATE BANK
DATE RANGE: 1/20/2023 THRU 2/08/2023

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
000989		ANKENY AREA CHAMBER OF COMMERC							
	I-55866	2023 ANNUAL DINNER	R	2/06/2023	925.00		241576		
	I-56919	2023 ANNUAL DINNER	R	2/06/2023	250.00		241576		1,175.00
					*** VENDOR TOTALS ***		1 CHECKS		1,175.00
000043		ANKENY COMMUNITY SCHOOLS							
	I-FY23 #8 FEB GYM	FEBRUARY 2023 GYM USE PMT	R	2/06/2023	5,700.00		241577		5,700.00
					*** VENDOR TOTALS ***		1 CHECKS		5,700.00
000012		MILLENNIUM II CORPORATION							
	I-1100984	KEY - P&R	R	2/06/2023	21.60		241578		
	I-1101404	GOO GONE - PKS	R	2/06/2023	5.10		241578		
	I-1101432	PAINT/FILLER PRIMER - PKS	R	2/06/2023	30.86		241578		
	I-1101595	PAINTING SUPPLIES - PKS	R	2/06/2023	47.95		241578		
	I-1101616	HILLMAN - PKS	R	2/06/2023	7.44		241578		
	I-1101768	HANDY BOX COVER -OEC	R	2/06/2023	12.66		241578		
	I-1101774	FG EYE BT WN - ACC	R	2/06/2023	4.60		241578		
	I-1101844	HILLMAN/CLEANER - OCM	R	2/06/2023	9.71		241578		
	I-1102344	FIXTURE PHOTO CELL - CH	R	2/06/2023	13.02		241578		
	I-1102424	KEY - OEC	R	2/06/2023	14.45		241578		
	I-1102462	HILLMAN - PKS	R	2/06/2023	4.77		241578		
	I-1103103	SNOW BLADE BOLTS - PKS	R	2/06/2023	22.42		241578		
	I-1103239	HILLMAN - PKS	R	2/06/2023	5.73		241578		
	I-1103325	HILLMAN/EYE BOLT - PKS	R	2/06/2023	29.44		241578		229.75
					*** VENDOR TOTALS ***		1 CHECKS		229.75
003319		MIDWEST SOLID WASTE							
	I-1383958	12/2022 LANDFILL/ROLLOFF FEES	R	2/06/2023	1,130.54		241579		1,130.54
					*** VENDOR TOTALS ***		1 CHECKS		1,130.54
007935		CHAD ARMSTRONG							
	I-01/2023 TUITION	FALL 2022 TUITION REIMBSMNT	R	2/06/2023	1,200.00		241580		1,200.00
					*** VENDOR TOTALS ***		1 CHECKS		1,200.00
000057		ARNOLD MOTOR SUPPLY							
	I-15NV138741	HEX DIE - MU	R	2/06/2023	5.19		241581		
	I-15NV141010	BLOWER SPARK PLUG-PKS	R	2/06/2023	4.20		241581		
	I-15NV141067	DRILL/SCREW EXTRACT - MU	R	2/06/2023	13.47		241581		
	I-15NV141454	RAZOR BLADE -CG	R	2/06/2023	8.29		241581		
	I-15NV142065	GREASE -PKS SHOP	R	2/06/2023	15.58		241581		46.73
					*** VENDOR TOTALS ***		1 CHECKS		46.73
002625		PHILIP L ASCHEMAN PHD							
	I-1/11/2023	PSYCH EVALS - FD	R	2/06/2023	450.00		241582		450.00
					*** VENDOR TOTALS ***		1 CHECKS		450.00

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006233		ASENSATION MOBILE MUSIC PRODUC							
	I-02/03/2023FD DANCE	2/3-2/4/23 FATHER DAUGHTER DNC	R	2/06/2023	500.00		241583		500.00
					*** VENDOR TOTALS ***		1 CHECKS		500.00
006249		AUTO ZONE PARTS INC							
	I-3945498201	UNIT #226 DIESEL EXHAUST FLUID	R	2/06/2023	40.98		241584		40.98
					*** VENDOR TOTALS ***		1 CHECKS		40.98
007234		AUTOMATED LOGIC CONTRACTING SE							
	I-429049	QUARTERLY BILLING-JAN-MAR 2023	R	2/06/2023	795.00		241585		795.00
					*** VENDOR TOTALS ***		1 CHECKS		795.00
000067		BAKER & TAYLOR INC							
	I-2037248231	MISC BOOKS - KL	E	2/08/2023	1,044.76		006468		
	I-2037255411	MISC BOOKS - KL	E	2/08/2023	15.12		006468		
	I-2037255412	MISC BOOKS - KL	E	2/08/2023	380.12		006468		
	I-2037260205	MISC BOOKS - KL	E	2/08/2023	766.90		006468		
	I-2037268365	MISC BOOKS -KL	E	2/08/2023	454.32		006468		
	I-2037272069	MISC BOOKS - KL	E	2/08/2023	317.74		006468		
	I-2037277346	MISC BOOKS - KL	E	2/08/2023	1,106.73		006468		
	I-2037285629	BOOKS -KL	E	2/08/2023	592.77		006468		
	I-2037292446	MISC BOOKS - KL	E	2/08/2023	1,067.83		006468		5,746.29
					*** VENDOR TOTALS ***		1 CHECKS		5,746.29
010368		AMANDA BELLIS							
	I-01/21/23 MILEAGE	01/21/23 MILEAGE	E	2/08/2023	73.36		006560		73.36
					*** VENDOR TOTALS ***		1 CHECKS		73.36
005950		BLACKSTONE AUDIO INC							
	I-2081043	MULTIMEDA/SHELF SVCS-KL	R	2/06/2023	41.49		241586		
	I-2082931	MULTIMEDIA/SHELF SVCS - KL	R	2/06/2023	59.10		241586		100.59
					*** VENDOR TOTALS ***		1 CHECKS		100.59
003947		BOB BROWN GMC INC							
	I-428200	#906 REPAIRS	E	2/08/2023	1,191.19		006504		1,191.19
					*** VENDOR TOTALS ***		1 CHECKS		1,191.19
008100		BOMGAARS SUPPLY INC							
	I-65043178	BUCKETS - MU	R	2/06/2023	21.98		241587		21.98
					*** VENDOR TOTALS ***		1 CHECKS		21.98
009487		BOOT BARN INC							
	C-CRE00006114	CR: OVERALLS - MU	E	2/08/2023	359.98CR		006535		
	C-CRE00006115	CR: MUCK BOOTS - STREETS	E	2/08/2023	324.00CR		006535		
	I-INV00190071	MUCK BOOTS - STREETS	E	2/08/2023	157.49		006535		
	I-INV00209051	OVERALLS - STREETS	E	2/08/2023	107.99		006535		
	I-INV00209052	BOOTS - ERIC BARKER	E	2/08/2023	140.00		006535		
	I-INV00209053	BOOTS - JAKE EASTIN	E	2/08/2023	140.00		006535		

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	I-INV00220254	BOOTS -BOIKE	E	2/08/2023	140.00		006535		
	I-INV00222962	BOOTS - SCOTT BASS	E	2/08/2023	140.00		006535		
	I-INV00222963	BOOTS - ANDREW MOSES	E	2/08/2023	311.98		006535		
	I-INV00222964	BOOTS-MCGILL, REED	E	2/08/2023	215.98		006535		
	I-INV00222967	BOOTS - ALEX WINKELS	E	2/08/2023	116.99		006535		786.45
					*** VENDOR TOTALS ***		1 CHECKS		786.45
005174		BOUND TREE MEDICAL LLC							
	I-84803738	EMS SUPPLIES - FD	R	2/06/2023	15.00		241588		
	I-84817737	EMS SUPPLIES - FD	R	2/06/2023	432.75		241588		
	I-84817738	EMS SUPPLIES - FD	R	2/06/2023	81.48		241588		
	I-84819498	EMS SUPPLIES - FD	R	2/06/2023	69.57		241588		
	I-84819499	EMS SUPPLIES - FD	R	2/06/2023	1,214.20		241588		
	I-84819500	EMS SUPPLIES - FD	R	2/06/2023	1,321.80		241588		
	I-84819501	EMS SUPPLIES - FD	R	2/06/2023	90.07		241588		
	I-84821257	EMS SUPPLIES - FD	R	2/06/2023	149.20		241588		
	I-84821258	EMS SUPPLIES - FD	R	2/06/2023	298.40		241588		
	I-84821259	EMS SUPPLIES - FD	R	2/06/2023	746.00		241588		
	I-84831420	COT BATTERIES - FD	R	2/06/2023	3,190.92		241588		
	I-84831421	EMS SUPPLIES - FD	R	2/06/2023	19.40		241588		
	I-84831422	EMS SUPPLIES - FD	R	2/06/2023	683.24		241588		8,312.03
					*** VENDOR TOTALS ***		1 CHECKS		8,312.03
005565		STEPHANIE BRAUN							
	I-01/23/2023 MEAL	1/23/23 MEALS	R	2/06/2023	49.37		241589		49.37
					*** VENDOR TOTALS ***		1 CHECKS		49.37
000127		BRICK GENTRY PC							
	I-387451	11/25/22 STATEMENT 224.011	R	2/06/2023	3,539.84		241590		
	I-389857	12/25/2022 STATEMENT 224.001	R	2/06/2023	2,807.20		241590		
	I-389860	12/25/2022 STATEMENT 224.003	R	2/06/2023	570.00		241590		6,917.04
					*** VENDOR TOTALS ***		1 CHECKS		6,917.04
004334		JARED BRIGHT							
	I-10/22-12/22FITNESS	10/22-12/22 FITNESS REMBSMNT	E	2/08/2023	54.00		006505		54.00
					*** VENDOR TOTALS ***		1 CHECKS		54.00
008738		BULB GUY LIGHTING							
	I-18758	BULBS -PD	E	2/08/2023	216.20		006528		
	I-18797	LED BULBS -PW	E	2/08/2023	54.00		006528		
	I-18807	BULBS -MEMORIAL WALL FD	E	2/08/2023	302.88		006528		
	I-18874	BULBS -PW	E	2/08/2023	675.00		006528		1,248.08
					*** VENDOR TOTALS ***		1 CHECKS		1,248.08

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005689		JOHN CABEEN							
	I-01/2023 FITNESS	01/2023 FITNESS REIMBURSEMENT	E	2/08/2023	25.00		006550		25.00
					*** VENDOR TOTALS ***		1 CHECKS		25.00
000385		CAPITAL CITY EQUIPMENT CO							
	I-32752D	UNIT #640 BLOWER	E	2/08/2023	346.09		006477		
	I-32864D	EQUIPMENT PARTS - STREETS	E	2/08/2023	91.68		006477		
	I-33017D	UNIT 665 FUEL FILTER	E	2/08/2023	34.18		006477		
	I-33021D	EDGE CUTT/NUT/BOLT/FLUID-PRSC	E	2/08/2023	205.13		006477		
	I-64595D	UNIT #640 STEERING REPAIRS	E	2/08/2023	304.50		006477		981.58
					*** VENDOR TOTALS ***		1 CHECKS		981.58
000117		CARMEN'S FLOWERS							
	I-015521	GREEN PLANT - D GEAN	R	2/06/2023	67.00		241591		67.00
					*** VENDOR TOTALS ***		1 CHECKS		67.00
005804		CENTER FOR PUBLIC SAFETY							
	I-2169	FIRE CHIEF RECRUITMENT	E	2/08/2023	11,500.00		006517		11,500.00
					*** VENDOR TOTALS ***		1 CHECKS		11,500.00
011409		CENTRAL MCGOWAN INC							
	I-0000216544	BEVERAGES FOR RESALE - OC	E	2/08/2023	25.00		006543		25.00
					*** VENDOR TOTALS ***		1 CHECKS		25.00
011661		FLORATINE CENTRAL TURF PRODUCT							
	I-5606	SOLID 1/2" DEEP TINE - PRSC	R	2/06/2023	516.62		241592		
	I-5607	JRM391-591 -PRSC	R	2/06/2023	193.25		241592		
	I-5608	JRM391-591 -PRSC	R	2/06/2023	194.57		241592		
	I-5613	TINES - PRSC	R	2/06/2023	3,053.95		241592		3,958.39
					*** VENDOR TOTALS ***		1 CHECKS		3,958.39
003072		QWEST CORPORATION							
	I-01/04/2023	01/2023 STATEMENT - TRAFFIC	R	2/06/2023	100.89		241593		100.89
					*** VENDOR TOTALS ***		1 CHECKS		100.89
011576		CINTAS CORPORATION							
	I-4141911686	MAT/UNIFORM RENTALS-PKS	R	2/06/2023	113.23		241594		
	I-4142309383	1/03/23 SVCS - WATER	R	2/06/2023	177.87		241594		
	I-4142550868	1/05/23 SVCS - WASTEWATER	R	2/06/2023	135.51		241594		
	I-4142992501	UNIFORM RENTAL- OCM	R	2/06/2023	23.20		241594		
	I-4142992649	BANQUET SUPPLIES - OC	R	2/06/2023	30.00		241594		
	I-4143003211	1/10/23 SVCS - WATER	R	2/06/2023	177.87		241594		
	I-4143003261	MAT RENTAL - ACC	R	2/06/2023	63.81		241594		
	I-4143003265	1/10/2023 SVCS - STREETS	R	2/06/2023	406.37		241594		
	I-4143003406	MAT/UNIFORM RENTAL-PKS	R	2/06/2023	113.23		241594		
	I-4143140024	1/11/23 SVCS - WASTWATER	R	2/06/2023	135.51		241594		
	I-4143667867	MAT / UNIFORM RENTAL - OCM	R	2/06/2023	54.03		241594		
	I-4143672976	MAT RENTAL -CH	R	2/06/2023	61.51		241594		

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	I-4143673023	1/17/2023 SVCS - PSB	R	2/06/2023	64.75		241594		
	I-4143679720	1/17/2023 SVCS - STREETS	R	2/06/2023	406.37		241594		
	I-4143679862	MAT/UNIFORM RENTAL -PKS	R	2/06/2023	113.23		241594		
	I-4143841586	1/18/23 SVCS - WASTEWATER	R	2/06/2023	135.51		241594		
	I-4144378629	1/24/23 MAT/UNIFORM RENTAL-PKS	R	2/06/2023	113.23		241594		2,325.23
					*** VENDOR TOTALS ***		1 CHECKS		2,325.23
002407		CIVIL DESIGN ADVANTAGE LLC							
	I-39707 #31	PAY 31-NW 18TH ST EXT-WGL/SPRC	E	2/08/2023	1,101.50		006496		1,101.50
					*** VENDOR TOTALS ***		1 CHECKS		1,101.50
009761		CLEAR BROOK COUNSELING PROFESS							
	I-2022	FIRE COUNSELING SVCS 2022	R	2/06/2023	3,300.00		241595		3,300.00
					*** VENDOR TOTALS ***		1 CHECKS		3,300.00
009340		COMMUNICATION INNOVATORS, INC							
	I-110846	FIBER OPTIC EMER REPAIRS	R	2/06/2023	3,200.00		241596		3,200.00
					*** VENDOR TOTALS ***		1 CHECKS		3,200.00
002559		CONSUMERS ENERGY							
	I-12/01/23-1/2/23	1/10/2023 STATEMENT	E	2/08/2023	2,417.64		006497		2,417.64
					*** VENDOR TOTALS ***		1 CHECKS		2,417.64
000595		CORE & MAIN LP							
	I-S044412	MISC SUPPLIES - MU	R	2/06/2023	925.00		241597		925.00
					*** VENDOR TOTALS ***		1 CHECKS		925.00
003518		INFOUSA MARKETING, INC							
	I-10004060422	POLK CITY DIRECTORY -KL	R	2/06/2023	630.00		241598		630.00
					*** VENDOR TOTALS ***		1 CHECKS		630.00
008168		THE DAVENPORT GROUP USA LTD							
	I-2301-IAAK-01	2/1/23-1/31/24LAMA ANUAL MAINT	R	2/06/2023	24,953.00		241599		24,953.00
					*** VENDOR TOTALS ***		1 CHECKS		24,953.00
011703		CARLOS DE LEON							
	I-AFD22137	PATIENT REFUND	R	2/06/2023	426.00		241600		426.00
					*** VENDOR TOTALS ***		1 CHECKS		426.00
007845		DEER CREEK ANKENY INC							
	I-RES#2023-004	WTR MN UPSZG-CROSS DR CRK P12	R	2/06/2023	19,575.00		241601		19,575.00
					*** VENDOR TOTALS ***		1 CHECKS		19,575.00

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003099		DELL MARKETING L P							
	I-10647089962	FY23 PD MDT LAPTOPS	R	2/06/2023	18,900.00		241602		
	I-10647660574	NEW CIVIL ENGINEER PC	R	2/06/2023	1,558.00		241602		20,458.00
					*** VENDOR TOTALS ***		1 CHECKS		20,458.00
000605		DEMCO INC							
	I-7240315	COLOR CODING DOT LABELS-KL	E	2/08/2023	61.83		006481		61.83
					*** VENDOR TOTALS ***		1 CHECKS		61.83
010180		AUSTIN DEMERS							
	I-12/2022 MILEAGE	12/2022 MILEAGE REMBSMNT	E	2/08/2023	58.13		006558		
	I-12/28/2022 MILEAGE	12/28/22 MILEAGE	E	2/08/2023	3.88		006558		62.01
					*** VENDOR TOTALS ***		1 CHECKS		62.01
011530		DES MOINES AREA COMMUNITY COLL							
	I-S1552726	2ND SEM PARAMEDIC DMACC	R	2/06/2023	9,612.00		241603		9,612.00
					*** VENDOR TOTALS ***		1 CHECKS		9,612.00
011418		DES MOINES BREAKERZ							
	I-12/2022-01/2023	12/22-01/23 CLASSES	E	2/08/2023	705.60		006544		705.60
					*** VENDOR TOTALS ***		1 CHECKS		705.60
000843		THE DES MOINES REGISTER							
	I-0005236244	12/2022 LEGAL PUBLICATIONS	E	2/08/2023	2,755.36		006485		2,755.36
					*** VENDOR TOTALS ***		1 CHECKS		2,755.36
000160		DES MOINES WATER WORKS							
	I-000156 1/5/2023	1/05/2023 STATEMENT	R	2/06/2023	38,295.95		241604		38,295.95
					*** VENDOR TOTALS ***		1 CHECKS		38,295.95
001327		GL ANKENY LLC							
	I-148730 DOW	UNIT #928 PLUG OIL	R	2/06/2023	9.03		241605		
	I-148910 DOW	UNIT #406 RADIATOR	R	2/06/2023	330.40		241605		339.43
					*** VENDOR TOTALS ***		1 CHECKS		339.43
000161		DEWEY FORD INC							
	C-CM597409 FOW	CR: UNIT #235 CORE RETURN	R	2/06/2023	25.00CR		241606		
	I-598869 FOW	UNIT #115 NOX MODULE	R	2/06/2023	205.92		241606		
	I-598873 FOW	UNIT #115 SENSOR	R	2/06/2023	174.33		241606		
	I-599010 FOW	UNIT #90 VALVE ASY	R	2/06/2023	32.64		241606		
	I-599150 FOW	UNIT #69 SPARK PLUG/VALVE ASY	R	2/06/2023	84.96		241606		
	I-599191-1 FOW	UNIT 87-BUMPER ASY	R	2/06/2023	214.85		241606		
	I-599736 FOW	UNIT #93 MIRROR	R	2/06/2023	226.15		241606		
	I-599832 FOW	UNIT #113 NOX MODULE/SENSOR	R	2/06/2023	483.21		241606		1,397.06
					*** VENDOR TOTALS ***		1 CHECKS		1,397.06

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011431		DINNER DELIGHTS							
	I-01/15/2023	DINNER DELIGHTS CLASSES	R	2/06/2023	1,298.00		241607		1,298.00
					*** VENDOR TOTALS ***		1 CHECKS		1,298.00
000299		DRA PROPERTIES LC							
	I-1/30/23 SANITARY	SAN UPSIZE CENT EST P3	R	2/06/2023	49,844.66		241608		
	I-1/30/23 WTR MN	WTR MN UPSIZE CENT EST P3	R	2/06/2023	152,130.94		241608		
	I-RES#2018-297	CENT RDG PLAT 1	R	2/06/2023	1,991.50		241608		203,967.10
					*** VENDOR TOTALS ***		1 CHECKS		203,967.10
010726		PAUL A DRAKE							
	I-2769	NAME PLATE - CD	E	2/08/2023	10.00		006539		10.00
					*** VENDOR TOTALS ***		1 CHECKS		10.00
006716		TELVENT DTN LLC							
	I-6227316	1/01/23-3/31/23 COMMANDER	E	2/08/2023	1,500.00		006521		1,500.00
					*** VENDOR TOTALS ***		1 CHECKS		1,500.00
000759		JAY EASON							
	I-09/22-01/23MILEAGE	09/22-01/23 MILEAGE	E	2/08/2023	24.10		006484		
	I-10/22-12/22FITNESS	10/22-12/22 FITNESS REIMBRSMNT	E	2/08/2023	54.00		006484		78.10
					*** VENDOR TOTALS ***		1 CHECKS		78.10
010160		EDWARD D JONES & CO, LP							
	I-ENDWMNT FD 9/22/22	FRIENDS ENDWMNT FUND - KL	R	2/06/2023	3,600.00		241609		3,600.00
					*** VENDOR TOTALS ***		1 CHECKS		3,600.00
011457		ELECTRIC CONDUIT CONSTRUCTION							
	I-PAY 1-SE FIBER P1	PAY 1-SE QUAD FIBER UPGRADE-P1	E	2/08/2023	63,673.17		006545		63,673.17
					*** VENDOR TOTALS ***		1 CHECKS		63,673.17
000186		ELECTRONIC ENGINEERING							
	I-120014300-1	SERVICE CALL - PD	E	2/08/2023	125.00		006469		
	I-80064742, 80064867	02/2023 STATEMENT - PK MAINT	E	2/08/2023	296.50		006469		
	I-80064744, 80064869	02/2023 STATEMENT - MU	E	2/08/2023	440.50		006469		
	I-80064745	02/2023 STATEMENT-ENGINEERING	E	2/08/2023	26.50		006469		
	I-80064868, 80064743	02/2023 STATEMENT - PW	E	2/08/2023	930.00		006469		1,818.50
					*** VENDOR TOTALS ***		1 CHECKS		1,818.50
008988		ELITE GLASS & METAL LLC							
	I-SM-18546	SHOP WINDOW REPAIRS-PKS	R	2/06/2023	185.00		241610		
	I-SM-18599	PIVOT HINGE INSTALL - PD	R	2/06/2023	250.00		241610		435.00
					*** VENDOR TOTALS ***		1 CHECKS		435.00

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005478		EXCEL MECHANICAL COMPANY INC							
	I-159558	FURNACE REPAIRS-MU	E	2/08/2023	88.00		006513		
	I-159559	FURNACE REPAIRS - PK MNT	E	2/08/2023	264.00		006513		
	I-159795	BACKFLOW REPAIRS - PD	E	2/08/2023	683.24		006513		
	I-159835	VRF SYSTEM SVC-PSB SPRINKLER	E	2/08/2023	616.00		006513		1,651.24
					*** VENDOR TOTALS ***		1 CHECKS		1,651.24
002285		FASTENAL COMPANY							
	I-IADES424616	SNAPPER PIN - STREETS	E	2/08/2023	9.13		006494		
	I-IADES424617	WATER SUPPLIES - MU	E	2/08/2023	563.80		006494		
	I-IADES424869	HEX NUTS - TRAFFIC	E	2/08/2023	250.64		006494		823.57
					*** VENDOR TOTALS ***		1 CHECKS		823.57
008513		FREELAND CORPORATION							
	I-256472	EAGLE OFFICE BOND MULTI-P&R	E	2/08/2023	276.46		006527		276.46
					*** VENDOR TOTALS ***		1 CHECKS		276.46
009039		FINDAWAY WORLD LLC							
	I-418624	MULTIMEDIA - KL	R	2/06/2023	377.94		241611		377.94
					*** VENDOR TOTALS ***		1 CHECKS		377.94
011234		FIRE SERVICE TRAINING BUREAU							
	I-231179	FF2 - A RETTENMEIER	R	2/06/2023	50.00		241612		50.00
					*** VENDOR TOTALS ***		1 CHECKS		50.00
007648		DAIOHS USA INC							
	I-651220	COFFEE SERVICES - CH	E	2/08/2023	133.00		006524		133.00
					*** VENDOR TOTALS ***		1 CHECKS		133.00
010286		AT&T MOBILITY II LLC							
	I-01272023 FD	12/20/22-1/19/23 STATEMENT-FD	R	2/06/2023	1,132.34		241613		1,132.34
010286		AT&T MOBILITY II LLC							
	I-01272023 PD	12/20/22-01/19/23 STATEMENT-PD	R	2/06/2023	1,540.21		241614		1,540.21
010286		AT&T MOBILITY II LLC							
	I-12272022 FD	11/20/22-12/19/22 STATEMENT-FD	R	2/06/2023	1,132.04		241615		1,132.04
010286		AT&T MOBILITY II LLC							
	I-12272022 PD	11/20/22-12/19/22 STATEMENT-PD	R	2/06/2023	1,540.09		241616		1,540.09
					*** VENDOR TOTALS ***		4 CHECKS		5,344.68
002078		FOTH & VAN DYKE LLC							
	I-81752 #9	PAY 9-N 4MILE CRK TRNK SWR	E	2/08/2023	18,565.20		006492		18,565.20
					*** VENDOR TOTALS ***		1 CHECKS		18,565.20

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011562		KELVIN FOUST							
	I-1/12/22	SAFETY BOOTS REIMBURSEMENT	E	2/08/2023	139.99		006562		139.99
					*** VENDOR TOTALS ***		1 CHECKS		139.99
011377		STRAND ASSOCIATES, INC.							
	I-0192628 #21	PAY 21- ANKENY ASR	R	2/06/2023	19,540.34		241617		19,540.34
					*** VENDOR TOTALS ***		1 CHECKS		19,540.34
008717		LINDSAY FOX							
	I-10/22-12/22FITNESS	10/22-12/22 FITNESS REMBSMNT	E	2/08/2023	54.00		006555		54.00
					*** VENDOR TOTALS ***		1 CHECKS		54.00
000211		GALE							
	C-71239473	CR: DANIEL SILVA	E	2/08/2023	7.50CR		006470		
	I-78224158	JULY LG PRNT DIST 5 PLN	E	2/08/2023	22.50		006470		
	I-79258558	SEPTEMBER SFTCVR ROMANCE	E	2/08/2023	62.22		006470		
	I-79735683	JANUARY CORE 8 PLAN	E	2/08/2023	185.18		006470		
	I-79735985	JANUARY WHEELER HARDCVR 5 PLN	E	2/08/2023	107.96		006470		
	I-79897617	JANUARY LG PRINT DIST 5 PLAN	E	2/08/2023	64.48		006470		
	I-79928891	JANUARY LG PRINT DIST 5 PLAN	E	2/08/2023	22.49		006470		
	I-79959936	JANUARY BASIC 8 PLAN	E	2/08/2023	155.94		006470		
	I-79960044	JANUARY CORE 8 PLAN	E	2/08/2023	182.93		006470		
	I-79960477	JANUARY WHEELER HRDCVR 5 PLN	E	2/08/2023	80.22		006470		
	I-80136315	JANUARY AFRICAN AMERICAN 2 PLN	E	2/08/2023	50.23		006470		
	I-80136667	JANUARY THRILLER SUSPENSE PLN	E	2/08/2023	79.47		006470		
	I-80136706	JANUARY AMISH FICTION 3 PLAN	E	2/08/2023	71.97		006470		
	I-80136859	JANUARY CLEAN READS 3 PLAN	E	2/08/2023	72.72		006470		
	I-80137135	JANUARY SOFTCOVER ROMANCE	E	2/08/2023	62.22		006470		
	I-80137173	JANUARY HISTORY FACT/FICTION	E	2/08/2023	52.48		006470		
	I-80179420	JANUARY 5 STAR WESTERN 2 PLN	E	2/08/2023	38.92		006470		
	I-80205081	JANUARY LARGE PRINT DIST 5 PLN	E	2/08/2023	46.48		006470		1,350.91
					*** VENDOR TOTALS ***		1 CHECKS		1,350.91
003712		GALLS, LLC							
	I-023015884	NAMEPLATES - PD	R	2/06/2023	42.16		241618		42.16
					*** VENDOR TOTALS ***		1 CHECKS		42.16
011693		GATEWAY OF HIGH TRESTLE CROSSI							
	I-9/6/22 PERM ESMNT	09/2022 PERMANENT EASEMENT	R	2/06/2023	2,759.00		241619		
	I-9/6/22 TEMP ESMT	09/2022 TEMPORARY EASEMENT	R	2/06/2023	3,186.00		241619		5,945.00
					*** VENDOR TOTALS ***		1 CHECKS		5,945.00
004643		DEBRA L GERVAIS							
	I-10/22-12/22FITNESS	10/22-12/22 FITNESS RMBSMNT	E	2/08/2023	54.00		006508		54.00
					*** VENDOR TOTALS ***		1 CHECKS		54.00

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000222		GOLF COURSE SUPERINTENDENTS							
	I-149749 FY23	FY23 GCSAA MEMBERSHIP-LB	R	2/06/2023	430.00		241620		430.00
					*** VENDOR TOTALS ***		1 CHECKS		430.00
006152		ANNETTE GRAEVE							
	I-10/22-12/22FITNESS	10/22-12/22 FITNESS	E	2/08/2023	69.96		006551		
	I-12/2022 MILEAGE	12/2022 MILEAGE REIMBSMNT	E	2/08/2023	11.63		006551		81.59
					*** VENDOR TOTALS ***		1 CHECKS		81.59
000227		GRAINGER							
	C-1468767491	CR: CAM LOCK - KL	E	2/08/2023	19.48CR		006471		
	I-9545747686	CAULK GUN - MU	E	2/08/2023	283.57		006471		
	I-9561307191	SWITCH - MU	E	2/08/2023	16.87		006471		
	I-9563189696	CAM LOCK - KL	E	2/08/2023	19.48		006471		
	I-9570152489	HYDRAULIC PLUNGER- PD	E	2/08/2023	63.93		006471		
	I-9575897708	POST TOP RETROFIT LAMP LED- PD	E	2/08/2023	116.98		006471		
	I-9577188668	PHOTOCONTROL - PD	E	2/08/2023	28.98		006471		
	I-9578054950	UNIT #247 HOSE REEL	E	2/08/2023	486.94		006471		
	I-9580917541	CHART RECORDER PEN - MU	E	2/08/2023	113.22		006471		
	I-9584468129	PORTABLE CORD - PW	E	2/08/2023	112.31		006471		1,222.80
					*** VENDOR TOTALS ***		1 CHECKS		1,222.80
008737		TRAVIS GRANDGEORGE							
	I-01/09/23 MEAL	1/9/23 MEAL REIMBSMNT	R	2/06/2023	15.41		241621		15.41
					*** VENDOR TOTALS ***		1 CHECKS		15.41
000229		GRAYBAR ELECTRIC CO INC							
	I-9330010051	CIP2023 FIBER OPTIC CABLE	R	2/06/2023	60,164.78		241622		60,164.78
					*** VENDOR TOTALS ***		1 CHECKS		60,164.78
004265		THE GREATER DES MOINES							
	I-202-8125	SPONSORSHIP - ED	R	2/06/2023	1,250.00		241623		1,250.00
					*** VENDOR TOTALS ***		1 CHECKS		1,250.00
010263		GREENLAND HOMES INC							
	I-RES#2020-369 SDWLK	SDWLK OVRSZ-ASPEN RDG EST P5	R	2/06/2023	556.50		241624		
	I-RES#2021-283 SDWLK	SDWLK OVRSZ-GROVE LNDG P1	R	2/06/2023	924.00		241624		1,480.50
					*** VENDOR TOTALS ***		1 CHECKS		1,480.50
009268		BROCK DANA GRUBBS							
	I-12/22-12/26/22SNOW	12/22-12/26/22 SR SNOW REMOVAL	R	2/06/2023	1,152.00		241625		1,152.00
					*** VENDOR TOTALS ***		1 CHECKS		1,152.00

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000691		OMG MIDWEST, INC							
	I-1749137	SAND FOR PARKING LOT -PKS	E	2/08/2023	51.76		006483		51.76
					*** VENDOR TOTALS ***		1 CHECKS		51.76
005993		HANDLEY LAW FIRM							
	I-1/23/2023	DECEMBER 2022 SERVICES - PD	E	2/08/2023	10,580.00		006519		10,580.00
					*** VENDOR TOTALS ***		1 CHECKS		10,580.00
009448		PAULA KAY CASKEY							
	I-15	PANTS HEMMING - FD	E	2/08/2023	90.00		006534		90.00
					*** VENDOR TOTALS ***		1 CHECKS		90.00
011698		MARCY HANIGAN							
	I-01/2023 BOOTCAMP	01/2023 BOOTCAMP REFUND	R	2/06/2023	36.00		241626		36.00
					*** VENDOR TOTALS ***		1 CHECKS		36.00
010095		HARMON AG LLC							
	I-1/18/2023 MAILBOX	MAILBOX DAMAGE REFUND	R	2/06/2023	143.06		241627		143.06
					*** VENDOR TOTALS ***		1 CHECKS		143.06
001815		HAWKEYE TRUCK EQUIPMENT							
	I-156662	BOLT SET - PLOW TRUCKS	R	2/06/2023	63.00		241628		
	I-156888	UNIT 609 SNOWPLOW LIGHT	R	2/06/2023	227.00		241628		290.00
					*** VENDOR TOTALS ***		1 CHECKS		290.00
001978		HAWKINS INC							
	I-6374243	DIAPHRAGM - MU	R	2/06/2023	460.00		241629		460.00
					*** VENDOR TOTALS ***		1 CHECKS		460.00
003452		HDR ENGINEERING INC							
	I-10345779 #7	PAY 7-NW IRVNDLE EL STRG TNK	R	2/06/2023	62,370.00		241630		62,370.00
					*** VENDOR TOTALS ***		1 CHECKS		62,370.00
010074		ALAN D HEBERER							
	I-FY23 QTR2	FY23 Q2-MED DIRECTOR/PHONE	E	2/08/2023	3,870.00		006537		3,870.00
					*** VENDOR TOTALS ***		1 CHECKS		3,870.00
002773		HERC-U-LIFT							
	I-S0123584	SCISSORS LIFT - CG	E	2/08/2023	23,300.52		006499		23,300.52
					*** VENDOR TOTALS ***		1 CHECKS		23,300.52
004386		HOUSBY HEAVY EQUIPMENT LLC							
	C-P34000	CR: PLUG CONNECTOR KIT	E	2/08/2023	207.20CR		006506		
	C-P34848	CR: UNIT 252 GASKET	E	2/08/2023	26.38CR		006506		
	C-W13235CR	CR: #272 TRANSMISSION**ORIG*	E	2/08/2023	45,280.70CR		006506		
	I-P35410	UNIT 272 SCREW/LOCK LEVE	E	2/08/2023	93.88		006506		
	I-P35499	UNIT #664 FILTER/CARTRIDGE	E	2/08/2023	76.95		006506		
	I-P35511	UNIT #664 KIT	E	2/08/2023	198.92		006506		

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	I-P35576	UNIT #252 PARTS	E	2/08/2023	431.27		006506		
	I-W13235	#272 TRANSMISSION**ORIG**	E	2/08/2023	45,280.70		006506		
	I-W13523-A	#272 TRANSMISSION	E	2/08/2023	40,000.00		006506		
	I-W13523-B	EXTRA REPAIR COST FOR #27	E	2/08/2023	781.70		006506		41,349.14
					*** VENDOR TOTALS ***		1 CHECKS		41,349.14
011700		RICHARD HURD							
	I-02/2023 LAND IMP	02/2023 LAND IMPROVEMENTS	R	2/06/2023	19,821.83		241631		
	I-02/2023 ROW	02/2023 RIGHT OF WAY	R	2/06/2023	9,375.00		241631		
	I-02/2023 TEMP ESMT	02/2023 TEMPORARY EASEMENT	R	2/06/2023	12,070.00		241631		41,266.83
					*** VENDOR TOTALS ***		1 CHECKS		41,266.83
000253		HY-VEE INC							
	I-01/18/2023 MEAL	01/18/23 SNOW PLOW CREW MEAL	R	2/06/2023	189.74		241632		
	I-012977	SNOW PLOW MEAL	R	2/06/2023	233.90		241632		
	I-58731829510	FORKS/COFFEE CREAMER - STREETS	R	2/06/2023	23.42		241632		
	I-80137158734801371	1/19/23 SNOW PLOW CREW MEAL	R	2/06/2023	87.41		241632		534.47
					*** VENDOR TOTALS ***		1 CHECKS		534.47
011208		HYDRO-KLEAN LLC							
	I-081409	DOG PARK VAULT CLEANING	E	2/08/2023	3,778.50		006540		
	I-PAY 4-2022CIPPLNG	PAY 4-2022 CIPP LINING PROJECT	E	2/08/2023	209,205.27		006540		212,983.77
					*** VENDOR TOTALS ***		1 CHECKS		212,983.77
011687		JOHN MCILHON							
	I-28833	EMPLOYEE APPRECIATION GIF	R	2/06/2023	4,959.50		241633		4,959.50
					*** VENDOR TOTALS ***		1 CHECKS		4,959.50
008906		IMAGE TREND INC							
	I-140317	DEC 2022 BILLING BRIDGE	E	2/08/2023	1,248.95		006529		1,248.95
					*** VENDOR TOTALS ***		1 CHECKS		1,248.95
000266		INTERSTATE BATTERY SYSTEM							
	C-40211647	DUPLICATE PAYMENT INV 40211647	E	2/08/2023	187.95CR		006472		
	I-40212351	BATTERIES - CG	E	2/08/2023	113.72		006472		
	I-40212574	BATTERIES - CG	E	2/08/2023	274.90		006472		
	I-50018801	UNIT #937 BATTERY	E	2/08/2023	103.95		006472		
	I-600830	UNIT #247 BATTERY	E	2/08/2023	103.95		006472		
	I-852564	UNIT #88 #99 BATTERY	E	2/08/2023	98.00		006472		
	I-853026	UNIT 247 BATTERY	E	2/08/2023	108.95		006472		
	I-853530	D/AA/AAA BATTERIES - CG	E	2/08/2023	38.85		006472		
	I-853804	UNITS #88 #99 BATTERIES	E	2/08/2023	383.90		006472		
	I-873500	UNIT #801 BATTERY	E	2/08/2023	142.95		006472		1,181.22
					*** VENDOR TOTALS ***		1 CHECKS		1,181.22

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000155		IOWA DEPARTMENT OF PUBLIC SAFE							
	I-10/2022-12/2022	10/22-12/22 TERM/LINE CHG-PD	R	2/06/2023	3,363.00		241634		3,363.00
					*** VENDOR TOTALS ***		1 CHECKS		3,363.00
001053		IOWA GOLF ASSOCIATION							
	C-CR ON ACCT 02/2022	CREDIT ON ACCT FROM 2/9/22	E	2/08/2023	59.00CR		006487		
	I-13571	MEMBER CLUB FEES/PREPD MBRSHPS	E	2/08/2023	690.00		006487		631.00
					*** VENDOR TOTALS ***		1 CHECKS		631.00
004476		IOWA MEDICAID ENTERPRISE							
	I-02 2023	FEB 2023 STATE SHARE	R	2/06/2023	14,601.93		241635		14,601.93
					*** VENDOR TOTALS ***		1 CHECKS		14,601.93
005407		IOWA MUNICIPALITIES WORKERS'							
	I-INV86245	FY22 411 MED DED DEC	R	2/06/2023	3,035.16		241636		
	I-INV86246	FY23 411 MED DED DEC	R	2/06/2023	345.37		241636		
	I-INV86247	FY20 MED DED DEC	R	2/06/2023	387.60		241636		
	I-INV86248	FY21 MED DED DEC	R	2/06/2023	507.00		241636		
	I-INV86249	FY22 MED DED DEC	R	2/06/2023	4,079.13		241636		
	I-INV86250	FY23 MED DED DEC	R	2/06/2023	3,284.82		241636		11,639.08
					*** VENDOR TOTALS ***		1 CHECKS		11,639.08
003226		IOWA ONE CALL							
	I-247433	11/30/22 EMAIL - TRAFFIC	E	2/08/2023	171.90		006502		171.90
					*** VENDOR TOTALS ***		1 CHECKS		171.90
001625		IOWA PARKS & RECREATION							
	I-02/20/2023 WRKSHP	02/20/23 WORKSHOP -SEURFERER	R	2/06/2023	165.00		241637		
	I-02/20/23WORKSHOP	2/20/23 WORKSHOP-REQUIST	R	2/06/2023	165.00		241637		330.00
					*** VENDOR TOTALS ***		1 CHECKS		330.00
000272		IOWA PRISON INDUSTRIES							
	I-033303	SIGNS - TRAFFIC	R	2/06/2023	2,592.00		241638		
	I-034668	SIGN - P&R	R	2/06/2023	153.60		241638		
	I-372245	UNIFORMS - PD	R	2/06/2023	230.00		241638		2,975.60
					*** VENDOR TOTALS ***		1 CHECKS		2,975.60
003146		IOWA TURFGRASS OFFICE							
	I-0000501	2023 ITI CONFERENCE-EJ/AD/JK	R	2/06/2023	705.00		241639		705.00
					*** VENDOR TOTALS ***		1 CHECKS		705.00
001945		IOWA WORKFORCE DEVELOPMENT							
	I-104098-9 12/31/22	BENEFIT CHARGES THRU 12/31/22	E	2/08/2023	24,468.44		006490		24,468.44
					*** VENDOR TOTALS ***		1 CHECKS		24,468.44

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009937		SAFIAH ELAHI							
	I-001-P31-1/2023	TRAFFIC COUNTS	R	2/06/2023	1,170.00		241640		
	I-001-P35-1/2023	COUNTS:I-35 CORP WOODS DR	R	2/06/2023	1,170.00		241640		2,340.00
					*** VENDOR TOTALS ***		1 CHECKS		2,340.00
009478		IRON SLEEK INC							
	I-67526	ICE RINK LINER	R	2/06/2023	1,212.49		241641		1,212.49
					*** VENDOR TOTALS ***		1 CHECKS		1,212.49
009276		J & M GOLF INC							
	I-0665470-IN	STOCK MERCH FOR RESALE -OC	R	2/06/2023	376.00		241642		376.00
					*** VENDOR TOTALS ***		1 CHECKS		376.00
007827		JEO CONSULTING GROUP INC							
	I-200170.02 #7	PAY 7- SE 3RD ST IMPRVMNTS P2	E	2/08/2023	7,326.25		006525		
	I-201512.00 #18	PAY 18-SE DELAWARE AVE HMA WDN	E	2/08/2023	2,828.75		006525		10,155.00
					*** VENDOR TOTALS ***		1 CHECKS		10,155.00
010070		JERRY'S HOMES INC.							
	I-RES#2021-409 1/23	SDWLK OVRSZNG-CENT RDG PLAT 1	R	2/06/2023	2,289.00		241643		2,289.00
					*** VENDOR TOTALS ***		1 CHECKS		2,289.00
011579		BRANDT JOHNSON							
	I-09/22-12/22MILEAGE	09/22-12/22 MILEAGE REIMBSMNT	E	2/08/2023	56.25		006563		56.25
					*** VENDOR TOTALS ***		1 CHECKS		56.25
007255		ELLIOTT JOSEPHSON							
	I-01/2023SHIPPING	01/2023 SHIPPING REIMBURSEMENT	R	2/06/2023	27.22		241644		27.22
					*** VENDOR TOTALS ***		1 CHECKS		27.22
000065		RENEWABLE ENERGY GROUP INC							
	I-570616	1/10/23 BLEND 80/20/87E10	E	2/08/2023	21,212.41		006467		
	I-570690	1/19/23 BLEND 70/30/87E10	E	2/08/2023	23,386.31		006467		
	I-570753	1/25/23 BLEND 70/30/87E10	E	2/08/2023	24,728.95		006467		
	I-93851	11/04/22 DIESEL DYED - CH GEN	E	2/08/2023	931.85		006467		
	I-94373	1/25/23 DIESELDYED/UNLD87	E	2/08/2023	1,123.80		006467		71,383.32
					*** VENDOR TOTALS ***		1 CHECKS		71,383.32
009201		KIESLER POLICE SUPPLY INC							
	I-IN205555	FEDERAL 308 BTHP AMMO - PD	E	2/08/2023	1,452.90		006531		1,452.90
					*** VENDOR TOTALS ***		1 CHECKS		1,452.90
000581		MIDWEST MOTOR SUPPLY CO INC							
	I-100569688	SHOP SUPPLIES - CG	E	2/08/2023	352.55		006480		
	I-100569895	SHOP SUPPLIES - CG	E	2/08/2023	55.32		006480		407.87
					*** VENDOR TOTALS ***		1 CHECKS		407.87

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008194		KLOCKE'S EMERGENCY VEHICLES LL							
	I-025280	UNIT #114 PARTS	R	2/06/2023	146.67		241645		146.67
					*** VENDOR TOTALS ***		1 CHECKS		146.67
005189		KULLY SUPPLY INC							
	I-601450	TOILET PARTS-PD	E	2/08/2023	366.64		006512		366.64
					*** VENDOR TOTALS ***		1 CHECKS		366.64
002267		KUSTOM SIGNALS INC							
	I-598656 REISSUE	REISSUE:PRO LASER 4-GTSB GRANT	E	2/08/2023	4,681.48		006493		4,681.48
					*** VENDOR TOTALS ***		1 CHECKS		4,681.48
002368		LAWSON PRODUCTS INC							
	I-8310238787	SHOP PARTS - CG	E	2/08/2023	174.41		006495		
	I-9310218937	PIPE CRIMP - CG	E	2/08/2023	49.28		006495		223.69
					*** VENDOR TOTALS ***		1 CHECKS		223.69
011568		LEXISNEXIS RISK SOLUTIONS FL I							
	I-6967963-20221231	AVCC SBSRT 12/1/22-12/31/22-PD	E	2/08/2023	500.00		006546		500.00
					*** VENDOR TOTALS ***		1 CHECKS		500.00
000402		LINDE GAS & EQUIPMENT							
	I-32815845	EMS SUPPLIES - FD	R	2/06/2023	156.72		241646		156.72
					*** VENDOR TOTALS ***		1 CHECKS		156.72
008613		KRISTINA LINDELL							
	I-01/23/23-01/25/23	1/23-1/25/23 MEAL REIMBURSMNT	E	2/08/2023	72.54		006553		72.54
					*** VENDOR TOTALS ***		1 CHECKS		72.54
004810		LOGAN CONTRACTORS SUPPLY							
	I-B37146	BUSHING - MU	E	2/08/2023	10.00		006509		
	I-B37683	SHOP PARTS - MU	E	2/08/2023	47.43		006509		57.43
					*** VENDOR TOTALS ***		1 CHECKS		57.43
000285		LUBE-TECH & PARTNERS LLC							
	I-3095655 A	OIL - CG	E	2/08/2023	918.77		006474		
	I-3095655 B	OIL - CG	E	2/08/2023	2,886.01		006474		
	I-3115995	LT ENDURANCE - FD	E	2/08/2023	264.00		006474		
	I-3116005	LT ENDURANCE HD DEF-CG	E	2/08/2023	528.00		006474		
	I-3116178	WINDSHIELD WASH/CLEANOUT-CG	E	2/08/2023	369.22		006474		4,966.00
					*** VENDOR TOTALS ***		1 CHECKS		4,966.00
000470		LUMEN							
	I-624590318	1/12/2023 STATEMENT	E	2/08/2023	690.21		006478		690.21
					*** VENDOR TOTALS ***		1 CHECKS		690.21

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011602		COLT MONINGER							
	I-01/11/2023	12/5/2022 REPAIR OF BLUE SLIDE	R	2/06/2023	750.00		241647		750.00
					*** VENDOR TOTALS ***		1 CHECKS		750.00
001671		MCC IOWA LLC							
	I-2/01/23-2/28/23	2/01/23-2/28/23 DEDICATE INT	R	2/06/2023	500.00		241648		500.00
					*** VENDOR TOTALS ***		1 CHECKS		500.00
004747		MENARDS							
	I-77662	PAIL/WRN/PLIER/WKLT - MU	R	2/06/2023	119.97		241649		
	I-78025	ADPTR/VULKEM - MU	R	2/06/2023	16.86		241649		
	I-78329	LAMPHOLDER - OEC	R	2/06/2023	5.19		241649		
	I-78911	DRIVE BIT HOLDER/BIT - TRFC	R	2/06/2023	11.47		241649		
	I-79083	BATTERIES/HCKSW/VISE/WHEEL-MU	R	2/06/2023	183.37		241649		
	I-79091	BEAM/BCX/HEX NUT/HOSE-MU	R	2/06/2023	200.78		241649		
	I-79093	SUPPLIES FOR REGULATOR-PD	R	2/06/2023	51.06		241649		
	I-79724	PRO GAS/TORCH MAP - MU	R	2/06/2023	66.48		241649		
	I-79734	TOOL HOLDER/SHELF UNIT - PD	R	2/06/2023	207.47		241649		
	I-79735	TRASH BAGS - CG	R	2/06/2023	22.45		241649		
	I-79895	REPAIR MORTOR - MU	R	2/06/2023	377.37		241649		
	I-79902	HEADLAMP/20" SS FCT - FD	R	2/06/2023	17.49		241649		
	I-79926	FURNACE FILTER -KL	R	2/06/2023	20.70		241649		
	I-79927	5-SHELF - KL	R	2/06/2023	339.98		241649		
	I-79929	CABLE TIES -ICE RINK	R	2/06/2023	38.97		241649		
	I-79977	MF-COMB WRN - MU	R	2/06/2023	27.94		241649		
	I-79988	PVC/PLIER/HAMMER/STRIP - MU	R	2/06/2023	69.62		241649		
	I-79992	LOCKKEY ALIK -C -KL	R	2/06/2023	9.98		241649		
	I-80003	CHIME/CABLE DROPS/CHIMEB-PW	R	2/06/2023	40.97		241649		
	I-80005	BRUSH/ADPTR/FUEL MIX/FLTR-FD	R	2/06/2023	108.86		241649		
	I-80024	DW/PI UC/NEEDLE FILE/FLEX-CH	R	2/06/2023	52.47		241649		
	I-80027	PVC/PRIMER/LAMP/BRICK-MU	R	2/06/2023	44.21		241649		
	I-80045	RAYOVAC -FD	R	2/06/2023	7.99		241649		
	I-80047	NEW OUTLET BLDG B -PW	R	2/06/2023	95.55		241649		
	I-80049	WIRE CHANNEL- FD	R	2/06/2023	12.98		241649		
	I-80071	REPAIR MORTAR/WRN/GAUGE-MU	R	2/06/2023	419.72		241649		
	I-80087	TARP HOOK/WSHR/NUT/HOSE - FD	R	2/06/2023	19.40		241649		
	I-80144	FLOOR CLEANER/STEEL CHAIRS-OEC	R	2/06/2023	136.53		241649		
	I-80158	CURVE TV FIXED 90" -PK MNT	R	2/06/2023	21.22		241649		
	I-80212	HEAT SHRINK TUBE - FD	R	2/06/2023	8.58		241649		
	I-80214 01/10/23	OUTDOOR TIME SWITCH - CH	R	2/06/2023	44.99		241649		
	I-80215	IMPLEMENT SPRAY - KL	R	2/06/2023	5.93		241649		
	I-80229	PAINT SUPPLIES - OEC	R	2/06/2023	109.39		241649		
	I-80254 01/11/23	5K E26 COB LED-CH	R	2/06/2023	22.08		241649		
	I-80306	AMP MAIN LUG INDOOR- CH	R	2/06/2023	20.65		241649		
	I-80312 01/12/23	BTR SPF/BOLTS/HANGER/BLADES-PK	R	2/06/2023	107.24		241649		
	I-80329	PUMP ARMOR/TIP GUARD - PRSC	R	2/06/2023	43.30		241649		
	I-80565	TRASH CAN - PD	R	2/06/2023	57.48		241649		
	I-80598	CABLE TIES - PD	R	2/06/2023	14.58		241649		

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	I-80703	GLUE GUN/GLUE STICK - PD	R	2/06/2023	19.34		241649		
	I-80853	KICK DOWN DR STOP ORB-OC	R	2/06/2023	12.99		241649		3,213.60
					*** VENDOR TOTALS ***		1 CHECKS		3,213.60
007664		MERCY NORTH PHARMACY							
	I-1/4/2023	EMS PHARMACY - FD	R	2/06/2023	707.64		241651		707.64
					*** VENDOR TOTALS ***		1 CHECKS		707.64
009296		MERRITT COMPANY INC							
	I-63413	JANUARY 2023 CLEANINGS	R	2/06/2023	17,353.00		241652		
	I-63414	JANITORIAL SUPPLIES - CH	R	2/06/2023	434.28		241652		17,787.28
					*** VENDOR TOTALS ***		1 CHECKS		17,787.28
001931		METRO WASTE AUTHORITY							
	I-70022144	01/2023 MONTHLY CURB IT FEES	E	2/08/2023	98,003.52		006489		98,003.52
					*** VENDOR TOTALS ***		1 CHECKS		98,003.52
004447		RYAN MEYER							
	I-07/22-01/23MILEAGE	07/22-01/23 MILEAGE REIMBSMNT	E	2/08/2023	48.40		006507		48.40
					*** VENDOR TOTALS ***		1 CHECKS		48.40
004013		MICHAEL TODD & COMPANY INC							
	I-208490	PLOW CUTTING EDGE- PKS	R	2/06/2023	998.16		241653		998.16
					*** VENDOR TOTALS ***		1 CHECKS		998.16
003479		MID IOWA PETROLEUM EQUIPMENT L							
	I-4834	POWER SUPPLY REPAIR - CG	E	2/08/2023	707.05		006503		707.05
					*** VENDOR TOTALS ***		1 CHECKS		707.05
000271		MIDAMERICAN ENERGY COMPANY							
	I-534533761	12/30/2022 STATEMENT	E	2/08/2023	103.04		006473		
	I-FY23#8 1695158009	1/13/2022 STATEMENT	E	2/08/2023	125,544.32		006473		125,647.36
					*** VENDOR TOTALS ***		1 CHECKS		125,647.36
008058		CTB MIDWEST INC							
	I-1824283 RI	UNIT 824/860 PARTS -OCM	E	2/08/2023	100.68		006526		
	I-1824933 RI	PRECISION PARTS -OCM	E	2/08/2023	59.80		006526		160.48
					*** VENDOR TOTALS ***		1 CHECKS		160.48
000945		MIDWEST WHEEL COMPANIES							
	C-12/10/21 CREDIT	CR: STATEMENT CORRECTION	R	2/06/2023	9.50CR		241654		
	C-2928030-00	CR: UNIT #270 CORE	R	2/06/2023	72.00CR		241654		
	C-3083496-00	CR: UNIT #403 PARTS	R	2/06/2023	84.92CR		241654		
	I-3006255-00	UNIT #228 LAMP	R	2/06/2023	13.17		241654		
	I-3034832-00	UNIT #117 SOLENOID	R	2/06/2023	58.56		241654		
	I-3035867-00	GREASE - CG	R	2/06/2023	97.74		241654		
	I-3035867-01	GREASE - CG	R	2/06/2023	16.29		241654		
	I-3056524-00	PLOW TRUCK PARTS	R	2/06/2023	10.47		241654		

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	I-3056524-01	PLOW TRUCK PARTS	R	2/06/2023	73.47		241654		
	I-3071155-00	UNIT #403 MUDFLAPS	R	2/06/2023	84.92		241654		
	I-3072707-00	UNIT #403 PARTS	R	2/06/2023	860.39		241654		
	I-3072707-01	UNIT #403 PARTS	R	2/06/2023	186.96		241654		
	I-3081605-00	UNIT #622 PARTS	R	2/06/2023	282.30		241654		
	I-3093448-00	UNIT #251 PARTS	R	2/06/2023	23.44		241654		
	I-3093824-00	GRS TUBES - CG	R	2/06/2023	72.70		241654		1,613.99
					*** VENDOR TOTALS ***		1 CHECKS		1,613.99
007398		ROTARY MIRACLE LEAGUE FUND INC							
	I-2023	2023 MIRACLE LEAGUE FEES	R	2/06/2023	500.00		241655		500.00
					*** VENDOR TOTALS ***		1 CHECKS		500.00
1		BARNES, CHAD A							
	I-000202302019625	US REFUND	R	2/06/2023	44.63		240906		44.63
1		BLUE OX SPIRITS							
	I-000202302019620	US REFUND	R	2/06/2023	8.48		240907		8.48
1		CLAUSSEN, HELEN & DA							
	I-000202302019616	US REFUND	R	2/06/2023	68.32		240908		68.32
1		DAVIS, CHRISTIAN							
	I-000202302019623	US REFUND	R	2/06/2023	99.83		240909		99.83
1		FOR THE KIDS III LLC							
	I-000202302019627	US REFUND	R	2/06/2023	728.93		240910		728.93
1		GERHART, AMANDA & SH							
	I-000202302019624	US REFUND	R	2/06/2023	50.99		240911		50.99
1		GOLDSBERRY, ALEXANDR							
	I-000202302019618	US REFUND	R	2/06/2023	61.03		240912		61.03
1		HELFTER, JOSEPH							
	I-000202302019613	US REFUND	R	2/06/2023	69.39		240913		69.39
1		JONES COVEY GROUP IN							
	I-000202302019617	US REFUND	R	2/06/2023	70.14		240914		70.14
1		LAMB, KAYLEE							
	I-000202302019622	US REFUND	R	2/06/2023	99.16		240915		99.16

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1		MAVERICK ENTERPRISES							
	I-000202302019631	US REFUND	R	2/06/2023	120.79		240916		120.79
1		MEYER, CARRIE							
	I-000202302019628	US REFUND	R	2/06/2023	99.76		240917		99.76
1		MINTEER, DANA							
	I-000202302019626	US REFUND	R	2/06/2023	96.18		240918		96.18
1		ROBINSON, KAPPY							
	I-000202302019621	US REFUND	R	2/06/2023	65.37		240919		65.37
1		SHULTZ, ANGELA							
	I-000202302019619	US REFUND	R	2/06/2023	98.72		240920		98.72
1		TATE, ANDREA & DAVID							
	I-000202302019615	US REFUND	R	2/06/2023	40.81		240921		40.81
1		VANDERPLAATS, MELISA							
	I-000202302019614	US REFUND	R	2/06/2023	100.00		240922		100.00
1		WENTHOLD, AARON							
	I-000202302019630	US REFUND	R	2/06/2023	100.00		240923		100.00
1		WISE, HOLLY							
	I-000202302019629	US REFUND	R	2/06/2023	99.92		240924		99.92
					*** VENDOR TOTALS ***		19 CHECKS		2,122.45
010158		NICOLE L MUELLER							
	I-01/2023 GIFTCERTS	FRNDS BKSTRE GFT CERT PRNTNG	E	2/08/2023	43.99		006557		
	I-01/23/2023PRINT	01/23 PRINTING REIMBSMNT	E	2/08/2023	125.00		006557		168.99
					*** VENDOR TOTALS ***		1 CHECKS		168.99
009024		BROCK MUHLBAUER							
	I-11/22-12/22FITNESS	11/22-12/22 FITNESS REMBSMNT	E	2/08/2023	36.00		006556		36.00
					*** VENDOR TOTALS ***		1 CHECKS		36.00
000350		MUNICIPAL SUPPLY INC							
	I-0135397-IN	METERS - MU	R	2/06/2023	9,871.80		241656		
	I-0857446-IN	METERS - MU	R	2/06/2023	6,076.56		241656		
	I-0857677-IN	METERS - MU	R	2/06/2023	2,725.00		241656		
	I-0857895-IN	METERS - MU	R	2/06/2023	8,965.80		241656		
	I-0859883-IN	SCHONSTEDT GA - MU	R	2/06/2023	21.52		241656		27,660.68
					*** VENDOR TOTALS ***		1 CHECKS		27,660.68

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006325		N B GOLF LLC							
	I-20194	CLUB CAR PI2 -OC	R	2/06/2023	50.94		241657		
	I-20259	CLUB CAR PI2-OC	R	2/06/2023	60.98		241657		111.92
					*** VENDOR TOTALS ***		1 CHECKS		111.92
003057		NAPA AUTO PARTS							
	C-2986-696074	CR: TABLET - CG	R	2/06/2023	36.99CR		241658		
	C-2986-703885	CR: DE-ICER - CG	R	2/06/2023	14.94CR		241658		
	C-2986-703887	CR: DE-ICER - CG	R	2/06/2023	6.00CR		241658		
	I-2986-701854	DRAIN VALVE - CG	R	2/06/2023	28.84		241658		
	I-2986-702781	CABLE TIES - CG	R	2/06/2023	49.99		241658		
	I-2986-702938	CABLE TIES - CG	R	2/06/2023	99.98		241658		
	I-2986-703149	SUPER GLUE - CG	R	2/06/2023	11.96		241658		
	I-2986-703172	OIL FILTER/GREASE/AIR FLTR-CG	R	2/06/2023	28.70		241658		
	I-2986-703173	AIR/OIL FILTERS - CG	R	2/06/2023	105.01		241658		
	I-2986-703251	OIL FILTER - CG	R	2/06/2023	4.00		241658		
	I-2986-703315	AIR FILTER - CG	R	2/06/2023	9.00		241658		
	I-2986-703348	OIL/FUEL/AIR FILTERS -CG	R	2/06/2023	141.29		241658		
	I-2986-703351	NAPA GOLD OIL FILTER- CG	R	2/06/2023	30.56		241658		
	I-2986-703562	BRAKE PARTS CLEANER/PENTRNT-CG	R	2/06/2023	116.16		241658		
	I-2986-703697	ROCKER - MU	R	2/06/2023	5.99		241658		
	I-2986-703845	SOLENOID - PARKS	R	2/06/2023	54.98		241658		
	I-2986-703979	UNIT #132 STARTER	R	2/06/2023	417.81		241658		
	I-2986-704002	SWIVEL TEE - PLOW TRUCKS	R	2/06/2023	44.24		241658		
	I-2986-704018	AUGER CHAINS - PLOW TRUCKS	R	2/06/2023	203.76		241658		
	I-2986-704061	BEAMS - CG	R	2/06/2023	98.68		241658		
	I-2986-704062	BEAMS - CG	R	2/06/2023	138.10		241658		
	I-2986-704106	LAMP/LED - CG	R	2/06/2023	29.50		241658		
	I-2986-704117	OIL/FUEL FILTERS - CG	R	2/06/2023	81.58		241658		
	I-2986-704134	UNIT #410 PARTS	R	2/06/2023	58.86		241658		
	I-2986-704136	UNIT #302 CORE DEPOSIT	R	2/06/2023	202.29		241658		
	I-2986-704153	OIL/FUEL/AIR FILTERS - CG	R	2/06/2023	125.53		241658		
	I-2986-704191	OIL FILTER - CG	R	2/06/2023	13.83		241658		
	I-2986-704233	AIR/OIL/FUEL FILTERS - CG	R	2/06/2023	84.25		241658		2,126.96
					*** VENDOR TOTALS ***		1 CHECKS		2,126.96
001177		INTERNATIONAL IDENTIFICATION I							
	I-193034 SHIPPING	SHIPPING FROM INV 193034	R	2/06/2023	22.00		241659		22.00
					*** VENDOR TOTALS ***		1 CHECKS		22.00
010339		NAVAL SURFACE WARFARE CENTER,							
	I-N00164LE1195-23	NVG LEASE - PD	E	2/08/2023	2,400.00		006538		2,400.00
					*** VENDOR TOTALS ***		1 CHECKS		2,400.00

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000367		O'HALLORAN INTERNATIONAL							
	C-31P184302	CR: UNIT #273 PARTS	E	2/08/2023	570.71CR		006475		
	C-31P185838	CR: UNIT #226 SENSOR	E	2/08/2023	32.50CR		006475		
	I-31P181794	CLAMP - PLOW TRUCKS	E	2/08/2023	53.56		006475		
	I-31P182574	#273 PARTS	E	2/08/2023	3,694.76		006475		
	I-31P183927	UNIT #222 PARTS	E	2/08/2023	82.78		006475		
	I-31P184200	UNIT #273 PARTS	E	2/08/2023	167.04		006475		
	I-31P184364	UNIT #273 FENDOR	E	2/08/2023	257.58		006475		
	I-31P185122	FASTENER - PLOW TRUCKS	E	2/08/2023	59.10		006475		
	I-31P185619	UNIT #226 #251 SENSORS/HINGE	E	2/08/2023	641.58		006475		
	I-31P185819	#229 LEAF SPRING	E	2/08/2023	1,083.35		006475		
	I-31P186402	THAW-IT - CG	E	2/08/2023	94.44		006475		
	I-31P186410	THAW-IT - CG	E	2/08/2023	188.88		006475		
	I-31S24148	UNIT #272 REPAIRS	E	2/08/2023	887.69		006475		6,607.55
					*** VENDOR TOTALS ***		1 CHECKS		6,607.55
003727		ODP BUSINESS SOLUTIONS, LLC							
	C-288212742001	CR: CALENDAR - MU	R	2/06/2023	9.44CR		241660		
	I-278929992001	TONER - HR	R	2/06/2023	136.90		241660		
	I-282161857001	CALENDAR/PAPER/PENCILS-PW	R	2/06/2023	59.54		241660		
	I-282426698001	HOT COCOA/CUPS/TAPE - CH	R	2/06/2023	28.62		241660		
	I-282491806001	BOOK TAPE - KL	R	2/06/2023	53.90		241660		
	I-282496557001	LABELS/PENS/PAPER/MISC-KL	R	2/06/2023	263.84		241660		
	I-282496559001	GLASS CLEANER - KL	R	2/06/2023	28.79		241660		
	I-282523383001	PAPER - WATER CUST SVC	R	2/06/2023	41.78		241660		
	I-283697140001	BATTERIES - PD	R	2/06/2023	54.51		241660		
	I-284537550001	CIP COVERS/OFFICE SUPPLIES-CH	R	2/06/2023	76.43		241660		
	I-284625486001	OFFICE SUPPLIES - CH	R	2/06/2023	76.09		241660		
	I-284625486002	TEA - CH	R	2/06/2023	6.79		241660		
	I-284631832001	SHARPIES - PD	R	2/06/2023	12.59		241660		
	I-284640491001	STICKY NOTES - CH	R	2/06/2023	7.86		241660		
	I-284659031001	CHAIRMAT - PD	R	2/06/2023	56.36		241660		
	I-285032162001	OFFICE SUPPLIES - PW	R	2/06/2023	245.17		241660		
	I-285032162002	CUPS/PAPER CLIPS - PW	R	2/06/2023	75.25		241660		
	I-285032162003	PLATES - PW	R	2/06/2023	11.43		241660		
	I-285071686001	CUPS - PW	R	2/06/2023	19.50		241660		
	I-285336362001	NOTEPADS - PW	R	2/06/2023	52.34		241660		
	I-285688018001	SERVER BACKUP/FRAMES - PD	R	2/06/2023	753.16		241660		
	I-286231308001	PENS - PD	R	2/06/2023	64.13		241660		
	I-286673765001	NOTEBOOK - PD	R	2/06/2023	70.95		241660		
	I-286770080001	ENGINEER SCALE - PW	R	2/06/2023	23.78		241660		
	I-286770914001	TAB DIVIDERS - PW	R	2/06/2023	16.29		241660		
	I-286770915001	TOWELS - PW	R	2/06/2023	14.84		241660		
	I-287886687001	STAPLES/CLIPS/CLNR/BATS/WPS-KL	R	2/06/2023	170.09		241660		
	I-287889556001	BATTERIES - KL	R	2/06/2023	9.47		241660		
	I-288321644001	PAPER/POST-IT NOTES/CUPS - CH	R	2/06/2023	129.66		241660		2,550.62
					*** VENDOR TOTALS ***		1 CHECKS		2,550.62

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010076		OLSSON, INC							
	I-444616 #3	PAY 3-FIBER OPTIC MSTR PLAN	R	2/06/2023	3,499.96		241661		3,499.96
					*** VENDOR TOTALS ***		1 CHECKS		3,499.96
007878		OVERDRIVE INC							
	I-06497CO23003123	MULTIMEDIA - KL	R	2/06/2023	867.99		241662		
	I-06497CO23015440	MULTIMEDIA - KL	R	2/06/2023	447.82		241662		
	I-06497CO23021030	MULTIMEDIA - KL	R	2/06/2023	769.06		241662		
	I-06497DA22457332	MULTIMEDIA - KL	R	2/06/2023	28.00		241662		
	I-06497DA23002290	MULTIMEDIA - KL	R	2/06/2023	87.50		241662		
	I-06497DA23009299	MULTIMEDIA - KL	R	2/06/2023	75.00		241662		
	I-06497DA23016410	MULTIMEDIA - KL	R	2/06/2023	20.12		241662		
	I-06497DA23023690	MULTIMEDIA - KL	R	2/06/2023	59.99		241662		2,355.48
					*** VENDOR TOTALS ***		1 CHECKS		2,355.48
003105		P & M APPAREL							
	I-51844	UNIFORMS - FD	E	2/08/2023	92.70		006501		92.70
					*** VENDOR TOTALS ***		1 CHECKS		92.70
009949		TAMMY MICHELLE PAGE							
	I-612	UNIFORM ALTERATIONS - PD	R	2/06/2023	175.00		241663		175.00
					*** VENDOR TOTALS ***		1 CHECKS		175.00
000699		THE PENWORTHY COMPANY							
	I-0587285-IN	MISC BOOKS - KL	R	2/06/2023	999.86		241664		
	I-0587474-IN	STEAM KIT BAGS - KL	R	2/06/2023	120.00		241664		1,119.86
					*** VENDOR TOTALS ***		1 CHECKS		1,119.86
002158		PERFICUT COMPANIES INC							
	I-8573	HOLIDAY DECOR TAKEDOWN-KL	R	2/06/2023	600.00		241665		600.00
					*** VENDOR TOTALS ***		1 CHECKS		600.00
009158		PERFORMANCE FOODSERVICE - THOM							
	I-7183309	FOOD FOR RESALE-OC	R	2/06/2023	1,226.03		241666		1,226.03
					*** VENDOR TOTALS ***		1 CHECKS		1,226.03
010287		JORDAN PERRY							
	I-01/2023 BOOTS	01/2023 BOOT REIMBSMNT	E	2/08/2023	140.00		006559		140.00
					*** VENDOR TOTALS ***		1 CHECKS		140.00
005873		PFM FINANCIAL ADVISORS LLC							
	I-123642	FY22 CONTINUING DISCLOSURE	R	2/06/2023	2,000.00		241667		2,000.00
					*** VENDOR TOTALS ***		1 CHECKS		2,000.00

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000384		PITNEY BOWES INC							
	I-1022308164	10/31/22-1/30/23 RENTAL - PD	E	2/08/2023	105.00		006476		
	I-1022430908	2/16/23-5/15/23 RENTAL - CH	E	2/08/2023	84.00		006476		189.00
					*** VENDOR TOTALS ***		1 CHECKS		189.00
009011		THE PITNEY BOWES RESERVE ACCOU							
	I-01/19/2023 - CH	RES ACCT 20829776 - CH	E	2/08/2023	3,000.00		006530		3,000.00
					*** VENDOR TOTALS ***		1 CHECKS		3,000.00
008778		POLK COUNTY LAW ENFORCEMENT							
	I-2023 DUES	2023 PLEXA ANNUAL MEMBERSHP-PD	R	2/06/2023	20.00		241668		20.00
					*** VENDOR TOTALS ***		1 CHECKS		20.00
003760		POLK COUNTY TREASURER							
	I-B23-00256	BLOOD DRAW-P SHEROD	R	2/06/2023	150.00		241669		
	I-B23-00258	BLOOD DRAW - T. MADSEN	R	2/06/2023	150.00		241669		
	I-B23-00260	BLOOD DRAW - N. BERGMAN	R	2/06/2023	150.00		241669		450.00
					*** VENDOR TOTALS ***		1 CHECKS		450.00
000387		POLK COUNTY RECORDER							
	I-1/18/2023	ANNEXATION UA22-43	R	2/06/2023	367.00		241670		367.00
					*** VENDOR TOTALS ***		1 CHECKS		367.00
000120		POLK COUNTY SHERIFF'S OFFICE							
	I-10049	CASE 01-11-2023 SHERIFF FEES	R	2/06/2023	281.50		241671		281.50
					*** VENDOR TOTALS ***		1 CHECKS		281.50
009386		POMP'S TIRE SERVICE, INC							
	I-1400100239	#132 DRIVE TIRES	E	2/08/2023	5,466.16		006533		
	I-1400100496	TIRES - TILT TRAILER	E	2/08/2023	588.00		006533		
	I-1400100642	TIRES UNIT #662	E	2/08/2023	594.52		006533		
	I-1400100704	UNIT #252 ROAD SERVICE	E	2/08/2023	545.32		006533		
	I-1400100734	UNIT #307 TIRES	E	2/08/2023	258.94		006533		
	I-1400101019	TIRES- CONCRETE TRAILER	E	2/08/2023	355.36		006533		7,808.30
					*** VENDOR TOTALS ***		1 CHECKS		7,808.30
005151		JULS DESIGN INC							
	I-12045	LIBRARY FLYER - COMM	E	2/08/2023	132.73		006511		
	I-12046	STRATEGIC SCORECARD - COMM	E	2/08/2023	139.45		006511		
	I-12047	REGION MAPS - COMM	E	2/08/2023	500.00		006511		772.18
					*** VENDOR TOTALS ***		1 CHECKS		772.18
006390		QUILL CORPORATION							
	I-166835963	DISPLAY DSKTP REF SYS-P&R	R	2/06/2023	93.78		241672		
	I-30133751	PAPER/CARDSTOCK -P&R	R	2/06/2023	45.29		241672		139.07
					*** VENDOR TOTALS ***		1 CHECKS		139.07

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005557		RACOM CORPORATION							
	I-RI-230024	EDACS/BEON ACCESS - FD	E	2/08/2023	2,015.25		006515		
	I-RI-230030	EDACS ACCESS - PD	E	2/08/2023	2,612.73		006515		4,627.98
					*** VENDOR TOTALS ***		1 CHECKS		4,627.98
003538		GET SOME GUNS, LLC							
	I-20-693254	UNIFORMS - PD	R	2/06/2023	349.14		241673		349.14
					*** VENDOR TOTALS ***		1 CHECKS		349.14
003960		RDG IA INC							
	I-52627 #9	PAY 9-4M CRK/TRIBUTRY 4MRSTORE	R	2/06/2023	20,663.25		241674		20,663.25
					*** VENDOR TOTALS ***		1 CHECKS		20,663.25
008276		RELIANT FIRE APPARATUS INC							
	I-5WI000111	TOWER REPAIRS - FD	R	2/06/2023	9,706.70		241675		9,706.70
					*** VENDOR TOTALS ***		1 CHECKS		9,706.70
001985		RIDD X PEST CONTROL							
	I-64172	PEST CONTROL - FS#1	E	2/08/2023	119.00		006491		119.00
					*** VENDOR TOTALS ***		1 CHECKS		119.00
011694		ROCK EQUITY HOLDINGS LLC							
	I-09/2022 PERM ESMNT	09/2022 PERMANENT EASEMENT	R	2/06/2023	1,635.00		241676		1,635.00
					*** VENDOR TOTALS ***		1 CHECKS		1,635.00
007937		DONALD P RUBY							
	I-1/24/2023	2020 TERMINATIONS-SCANNING	R	2/06/2023	790.00		241677		790.00
					*** VENDOR TOTALS ***		1 CHECKS		790.00
004079		STRAWBERRY PATCH							
	I-93988	TSHIRTS - P&R	R	2/06/2023	24.00		241678		24.00
					*** VENDOR TOTALS ***		1 CHECKS		24.00
005570		SANDRY FIRE SUPPLY LLC							
	I-INV-026039	ADPTR/BARREL/BUMPER - FD	E	2/08/2023	670.65		006516		670.65
					*** VENDOR TOTALS ***		1 CHECKS		670.65
004954		CARMEN L SANTEE							
	I-01/11/23 MILEAGE	01/11/23 MILEAGE	E	2/08/2023	28.82		006549		28.82
					*** VENDOR TOTALS ***		1 CHECKS		28.82
008261		DAN SCHELLHASE							
	I-01/16/23-01/20/23	1/16-1/20/23 TRAINING REMBSMNT	E	2/08/2023	1,606.11		006552		1,606.11
					*** VENDOR TOTALS ***		1 CHECKS		1,606.11

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003482		SCOTT'S AUTO GLASS							
	I-34819	UNIT #72 WINDSHIELD	R	2/06/2023	465.00		241679		465.00
					*** VENDOR TOTALS ***		1 CHECKS		465.00
011695		A. J. S. OF DES MOINES, INC.							
	I-74362	WATER DAMAGE - PD	R	2/06/2023	863.99		241680		863.99
					*** VENDOR TOTALS ***		1 CHECKS		863.99
008008		SESAC INC							
	I-10615195	FY23 SESAC LICENSE P&R	R	2/06/2023	1,104.00		241681		1,104.00
					*** VENDOR TOTALS ***		1 CHECKS		1,104.00
010821		KRISTINE SEXTON							
	I-10/22-12/22FITNESS	10/22-12/22 FITNESS	E	2/08/2023	54.00		006561		54.00
					*** VENDOR TOTALS ***		1 CHECKS		54.00
004842		THE SHERWIN-WILLIAMS CO							
	I-7290-3	PAINT -PKS BATHROOM	R	2/06/2023	50.95		241682		50.95
					*** VENDOR TOTALS ***		1 CHECKS		50.95
011405		SHORT ELLIOTT HENDRICKSON INCO							
	I-ANKMU165980 #6	PAY 6-S ANK BLVD TRNSMSN MN	E	2/08/2023	5,787.29		006542		5,787.29
					*** VENDOR TOTALS ***		1 CHECKS		5,787.29
000990		SNYDER & ASSOCIATES INC							
	I-119.0290.01 #37	PAY 37-SE CROSSWINDS DR-RISE	E	2/08/2023	3,161.16		006486		
	I-1190975.01B #10	PAY 10-NW NTHLWN UTLTY IMP-P2	E	2/08/2023	2,710.50		006486		
	I-120.0274.01 #28	PAY 28-HTT EXT- MAG/ORALABOR	E	2/08/2023	5,168.00		006486		
	I-120.0315.01 #24	PAY 24-N ANK BLVD LNDSCP IMPV	E	2/08/2023	2,129.00		006486		
	I-120.0688.01 #19	PAY 19-2021 PVMT MGMT STDY/PLN	E	2/08/2023	3,011.20		006486		
	I-120.1005.01 #26	PAY 26-NW 36TH ST WDNG-ASH/ANK	E	2/08/2023	5,660.60		006486		
	I-120.1113.01 #23	PAY 23-HTT TRNSMSN MN/DRNG IMP	E	2/08/2023	13,247.02		006486		
	I-121.0695.01 #18	PAY 18-NE DEL AVE RCON 5THTO18	E	2/08/2023	6,328.25		006486		
	I-122.1518.01-2	SURVEY SERVICES - TRAFFIC	E	2/08/2023	1,244.88		006486		
	I-123.0135.01 #1	PAY 1-SE ORALABR RD/CRKVW SGNL	E	2/08/2023	3,582.25		006486		46,242.86
					*** VENDOR TOTALS ***		1 CHECKS		46,242.86
001280		SPRAYER SPECIALTIES INC							
	I-1172136-IN	STREET SUPPLIES - PW	E	2/08/2023	234.81		006488		234.81
					*** VENDOR TOTALS ***		1 CHECKS		234.81
003408		STANTEC CONSULTING SERVICES IN							
	I-2028468	ORDNANCE PLANT INSPECTION	R	2/06/2023	1,142.75		241683		1,142.75
					*** VENDOR TOTALS ***		1 CHECKS		1,142.75

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002339		STAPLES CONTRACT & COMMERCIAL							
	C-3527658079	CR: DESKPAD OCM	R	2/06/2023	4.25CR		241684		
	I-3525901676	DESKPAD/ERASER - PD	R	2/06/2023	52.71		241684		
	I-3527505023	CHAIR MARKER - STREETS	R	2/06/2023	485.55		241684		
	I-3527736044	DESKPAD - OCM	R	2/06/2023	4.25		241684		538.26
					*** VENDOR TOTALS ***		1 CHECKS		538.26
001335		STATE OF IOWA							
	I-250036	INSPECTION/PERMIT FEE - PD	R	2/06/2023	175.00		241685		175.00
001335		STATE OF IOWA							
	I-250037	INSPECTION/PERMIT FEE - PD	R	2/06/2023	175.00		241686		175.00
					*** VENDOR TOTALS ***		2 CHECKS		350.00
011352		STEPP MANUFACTURING							
	I-062163	WATLOW/NOZZLE - STREETS	E	2/08/2023	644.02		006541		644.02
					*** VENDOR TOTALS ***		1 CHECKS		644.02
006417		STERNQUIST CONSTRUCTION INC							
	I-PAY 15-NW18TH EXT	PAY 15-NW 18TH ST EXT-WGL/SPRC	R	2/06/2023	50,080.77		241687		50,080.77
					*** VENDOR TOTALS ***		1 CHECKS		50,080.77
008350		STIVERS FORD							
	I-679986/1	#92 REPAIRS	R	2/06/2023	3,100.38		241688		3,100.38
					*** VENDOR TOTALS ***		1 CHECKS		3,100.38
011699		STONECREST MEADOWS TOWNHOME AS							
	I-02/2023 LAND IMP	02/2023 LAND IMPROVEMENTS	R	2/06/2023	2,500.00		241689		
	I-02/2023 ROW	02/2023 RIGHT OF WAY	R	2/06/2023	3,560.00		241689		
	I-02/2023 TEMP ESMT	02/2023 TEMPORARY EASEMENT	R	2/06/2023	240.00		241689		6,300.00
					*** VENDOR TOTALS ***		1 CHECKS		6,300.00
003234		STOREY KENWORTHY CORPORATION							
	I-PINV1053509	TAX FORMS FIN/HR	R	2/06/2023	841.67		241690		
	I-PINV1057307	1099S FORMS - FIN	R	2/06/2023	53.66		241690		
	I-PINV1061501	HR TAX FORMS	R	2/06/2023	85.60		241690		980.93
					*** VENDOR TOTALS ***		1 CHECKS		980.93
000124		SYSCO IOWA INC							
	I-239970017	FOOD FOR RESALE - OC	R	2/06/2023	92.48		241691		
	I-239971399	FOOD FOR RESALE - OC	R	2/06/2023	67.25		241691		
	I-239973803	FOOD FOR RESALE -OC	R	2/06/2023	61.19		241691		
	I-239973804	FOOD FOR RESALE - OC	R	2/06/2023	38.95		241691		259.87
					*** VENDOR TOTALS ***		1 CHECKS		259.87

VENDOR SET: 01 City of Ankeny
BANK: APGWB FIRST INTERSTATE BANK
DATE RANGE: 1/20/2023 THRU 2/08/2023

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
010068		T-MOBILE USA INC							
	I-1/21/2023	12/21/22-1/20/23 STATEMENT	R	2/06/2023	1,006.71		241692		
	I-12/21/2022	11/21/22-12/20/22 STATEMENT	R	2/06/2023	2,328.32		241692		3,335.03
					*** VENDOR TOTALS ***		1 CHECKS		3,335.03
008966		THE BUSINESS LETTER INC							
	I-75728	IMPRINT FOLDERS - PD	R	2/06/2023	756.00		241693		756.00
					*** VENDOR TOTALS ***		1 CHECKS		756.00
006031		KATIE THIELMAN							
	I-12/2022 MILEAGE	12/2022 MILEAGE	E	2/08/2023	18.75		006520		18.75
					*** VENDOR TOTALS ***		1 CHECKS		18.75
011696		THRESHOLD DEVELOPMENT, LLC							
	I-RES#2021-344	SAN/WTR MN UPSIZE-SPCTRM 36 P1	E	2/08/2023	41,110.00		006548		41,110.00
					*** VENDOR TOTALS ***		1 CHECKS		41,110.00
004159		TOYNE INC							
	I-IN0015633	LED MARKER LIGHTS - FD	R	2/06/2023	81.99		241694		81.99
					*** VENDOR TOTALS ***		1 CHECKS		81.99
004343		TRACTOR SUPPLY COMPANY							
	I-100353543	SLEDGE REPLACEMENT - STREETS	R	2/06/2023	39.98		241695		
	I-612769	JACK - STREETS TRAILER	R	2/06/2023	84.99		241695		124.97
					*** VENDOR TOTALS ***		1 CHECKS		124.97
000657		TRAFFIC AND TRANSPORTATION							
	I-235000	AEROFLEX BACKPLATE - TRAFFIC	E	2/08/2023	629.41		006482		629.41
					*** VENDOR TOTALS ***		1 CHECKS		629.41
006765		TRAFFIC CONTROL CORPORATION							
	I-140897	WIRELESS COMM EQPMNT-TRFC	E	2/08/2023	4,250.00		006522		
	I-141155	CABINET - NE 36TH & I-35	E	2/08/2023	32,250.00		006522		36,500.00
					*** VENDOR TOTALS ***		1 CHECKS		36,500.00
004713		TRANSIT WORKS							
	I-150092	RANGE POLE REPLACEMENT - ENG	R	2/06/2023	14.00		241696		14.00
					*** VENDOR TOTALS ***		1 CHECKS		14.00
000465		TREASURER STATE OF IOWA							
	I-01/23/23	MONTHLY SALES & EXCISE TAXES	D	1/23/2023	89,841.63		002144		89,841.63
					*** VENDOR TOTALS ***		1 CHECKS		89,841.63

VENDOR SET: 01 City of Ankeny
BANK: APGWB FIRST INTERSTATE BANK
DATE RANGE: 1/20/2023 THRU 2/08/2023

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
005479		TREMCO WEATHERPROOFING							
	I-96908878A	ROOF REPAIRS -PW	E	2/08/2023	1,275.58		006514		
	I-96908878B	ROOF REPAIRS-KL	E	2/08/2023	886.42		006514		
	I-96966488ACC	ROOF INSPECTION -ACC	E	2/08/2023	1,533.37		006514		
	I-96966488ARTCNTR	ROOF INSPECTION-ART CENTER	E	2/08/2023	18.46		006514		
	I-96966488CH	ANNUAL ROOF INSPECTION-CH	E	2/08/2023	715.91		006514		
	I-96966488KL	ROOF INSPECTION-KL	E	2/08/2023	2,194.97		006514		
	I-96966488OC	ROOF INSPECTION - OC	E	2/08/2023	328.50		006514		
	I-96966488PSB	ROOF INSPECTION-PSB	E	2/08/2023	1,458.47		006514		
	I-96966488STS	ROOF INSPECTION-STS SHOP	E	2/08/2023	5,128.25		006514		
	I-96966488WW	ROOF INSPECTION-WW	E	2/08/2023	432.74		006514		
	I-9696648FD	FD ROOF INSPECTIONS	E	2/08/2023	3,645.84		006514		
	I-9696648PD	ROOF INSPECTION-PD	E	2/08/2023	2,987.38		006514		20,605.89
					*** VENDOR TOTALS ***		1 CHECKS		20,605.89
000740		TRIPLETT COMPANIES							
	I-430129-0	ACC BENCHES	R	2/06/2023	1,395.00		241697		1,395.00
					*** VENDOR TOTALS ***		1 CHECKS		1,395.00
007363		TYLER TECHNOLOGIES INC							
	I-025-407229	10/1-12/31/22 INSITE TRANS FEE	R	2/06/2023	35,969.45		241698		
	I-025-407742	10/1/22-12/31/22 UTILITY BILLG	R	2/06/2023	262.20		241698		36,231.65
					*** VENDOR TOTALS ***		1 CHECKS		36,231.65
011651		CAYDEN TYSDAL							
	I-11/2022 UNIFORM	11/2022 UNIFORM	E	2/08/2023	79.35		006564		79.35
					*** VENDOR TOTALS ***		1 CHECKS		79.35
008633		HUNTER UDELHOVEN							
	I-11/22-12/22FITNESS	11/22-12/22 FITNESS	E	2/08/2023	36.00		006554		36.00
					*** VENDOR TOTALS ***		1 CHECKS		36.00
011701		UNIQUE TRUCK EQUIPMENT, INC							
	I-154645A	STANDS FOR DUMP BODIES-CG	R	2/06/2023	1,244.00		241699		1,244.00
					*** VENDOR TOTALS ***		1 CHECKS		1,244.00
005813		EXECUTIVE SERVICES INC							
	I-78185	ENVELOPES - HR	E	2/08/2023	167.48		006518		167.48
					*** VENDOR TOTALS ***		1 CHECKS		167.48
010036		USCC SERVICES LLC							
	I-0553533334	01/02/23-02/01/23 HOTSPOT-KL	R	2/06/2023	1,928.88		241700		1,928.88
					*** VENDOR TOTALS ***		1 CHECKS		1,928.88

VENDOR SET: 01 City of Ankeny
BANK: APGWB FIRST INTERSTATE BANK
DATE RANGE: 1/20/2023 THRU 2/08/2023

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
000475		UTILITY EQUIPMENT COMPANY							
	I-20054076-000	MANHOLE PARTS - MU	E	2/08/2023	3,399.52		006479		3,399.52
					*** VENDOR TOTALS ***		1 CHECKS		3,399.52
007496		VALLEY ENVIRONMENTAL SERVICES							
	I-798471	FILTER DRUM - CG	E	2/08/2023	60.00		006523		60.00
					*** VENDOR TOTALS ***		1 CHECKS		60.00
005012		VAN-WALL EQUIPMENT INC							
	I-5780364	UNIT 814 LEFT VM BAG - OCM	E	2/08/2023	9.77		006510		
	I-5783888	JOHN DEER REPAIR PARTS-PKS	E	2/08/2023	52.98		006510		
	I-5785711	HAIRPIN/BLADE-PRSC	E	2/08/2023	332.10		006510		
	I-5786250	UNIT #687 TOOL SUPPORT	E	2/08/2023	844.28		006510		
	I-5788644	UNIT #874 BUSHING	E	2/08/2023	16.20		006510		1,255.33
					*** VENDOR TOTALS ***		1 CHECKS		1,255.33
000482		WALMART COMMUNITY							
	I-559545029	COFFEE FILTERS - FD	R	2/06/2023	1.48		241701		
	I-561035467	SHOP SUPPLIES - MU	R	2/06/2023	180.67		241701		182.15
					*** VENDOR TOTALS ***		1 CHECKS		182.15
004796		WALSH DOOR & HARDWARE COMPANY							
	I-791087	DOOR REPAIRS -KL	R	2/06/2023	339.00		241702		339.00
					*** VENDOR TOTALS ***		1 CHECKS		339.00
002569		WASTE CONNECTIONS INC							
	I-3424300T071	12/1-12/31/22 SERVICES FS1/ACC	R	2/06/2023	314.70		241703		
	I-3424304T071	11/21/22 SERVICE - OC PRO	R	2/06/2023	80.56		241703		
	I-3436634T071	12/01-12/31/22 SVCS-MAINT FAC	R	2/06/2023	425.95		241703		
	I-3438534T071	1/1/23-1/31/23 SVCS - FS#2	R	2/06/2023	59.67		241703		
	I-3438536T071	1/1/23-1/31/23 SVCS - FS#3	R	2/06/2023	59.67		241703		
	I-3438537T071	1/1-1/31/23 SVCS - KL	R	2/06/2023	153.86		241703		
	I-3438539T071	01/01/23-01/31/23 SVCS -OCM	R	2/06/2023	44.82		241703		
	I-3438540T071	1/1/23-1/31/23 SVCS -MAINT FAC	R	2/06/2023	275.79		241703		
	I-3438541T071	1/1/23-1/31/23 SVCS-PK MNT	R	2/06/2023	238.67		241703		
	I-3438542T071	1/1/23-1/31/23 SVCS - PD	R	2/06/2023	59.67		241703		
	I-3438545T071	1/1-1/31/23 SVCS - WASTEWATER	R	2/06/2023	91.47		241703		
	I-343854T071	1/1/23-1/31/23 SVCS - PSB	R	2/06/2023	76.56		241703		1,881.39
					*** VENDOR TOTALS ***		1 CHECKS		1,881.39
011625		WATERS EDGE AQUATIC DESIGN							
	I-10573	PRAC POOL INSPECTION	E	2/08/2023	1,430.00		006547		1,430.00
					*** VENDOR TOTALS ***		1 CHECKS		1,430.00

VENDOR SET: 01 City of Ankeny
BANK: APGWB FIRST INTERSTATE BANK
DATE RANGE: 1/20/2023 THRU 2/08/2023

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
002982		WRIGHT OUTDOOR SOLUTIONS							
	I-49939	TREE REMOVAL - MU	R	2/06/2023	1,655.00		241704		1,655.00
					*** VENDOR TOTALS ***		1 CHECKS		1,655.00
002783		ZIEGLER INC							
	I-IN000849052	UNIT #255 CABLE	E	2/08/2023	311.56		006500		311.56
					*** VENDOR TOTALS ***		1 CHECKS		311.56

* * T O T A L S * *	NO			INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	153			860,779.25	0.00	860,779.25
HAND CHECKS:	0			0.00	0.00	0.00
DRAFTS:	1			89,841.63	0.00	89,841.63
EFT:	99			960,935.81	0.00	960,935.81
NON CHECKS:	0			0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS	0.00			
		VOID CREDITS	0.00	0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: APGWB TOTALS:	253	1,911,556.69	0.00	1,911,556.69
BANK: APGWB TOTALS:	253	1,911,556.69	0.00	1,911,556.69
REPORT TOTALS:	253	1,911,556.69	0.00	1,911,556.69

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: 1/20/2023 THRU 2/08/2023
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

February 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:
Planning and Building	Ensure Economic Vitality

ACTION REQUESTED:

Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** accepting a public storm sewer easement located on a portion of Lot 1, John Deere Place Plat 4 and Outlot Z, John Deere Place Plat 5; and associated with the development of 1001 SW Ordnance Road, Aim High Automotive.

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
Easement Document
Easement Plat

RESOLUTION

RESOLUTION ACCEPTING A PUBLIC STORM SEWER EASEMENT LOCATED ON A PORTION OF LOT 1, JOHN DEERE PLACE PLAT 4 AND OUTLOT Z, JOHN DEERE PLACE PLAT 5; AND ASSOCIATED WITH THE DEVELOPMENT OF 1001 SW ORDNANCE ROAD, AIM HIGH AUTOMOTIVE

WHEREAS, the City Council approved the final plats for John Deere Place Plat 4 on June 2, 1992, and John Deere Place Plat 5 on June 3, 2013; and

WHEREAS, a Public Storm Sewer Easement located on a portion of Lot 1, John Deere Place Plat 4 and Outlot Z, John Deere Place Plat 5; and associated with the development of 1001 SW Ordnance Road, Aim High Automotive—as shown on the attached Exhibit 'A'—has 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, that the Public Storm Sewer Easement located on a portion of Lot 1, John Deere Place Plat 4 and Outlot Z, John Deere Place Plat 5; and associated with the development of 1001 SW Ordnance Road, Aim High Automotive is hereby accepted.

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

CITY OF ANKENY, IOWA

_____

Mark E. Holm, Mayor

ATTEST:

_____

Michelle Yuska, City Clerk

WHEN RECORDED RETURN TO:
City Clerk
410 W. 1st Street
Ankeny, Iowa 50023

Preparer Information: Adam Schoeppner Nilles Associates, Inc. 1933 SW Magazine Rd, Ankeny, Iowa 50023 Phone: 515 965-0123

PUBLIC STORM SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Aim High Automotive, LLC, of the City of Ankeny, County of Polk, State of Iowa, hereinafter referred to as "Grantor", in consideration of the sum of one dollar ($1.00), and other valuable consideration, in hand paid by the City of Ankeny, Iowa, receipt of which is hereby acknowledged, do hereby sell, grant and convey unto the City of Ankeny, Iowa, a municipal corporation, in the County of Polk, State of Iowa, hereinafter referred to as "Grantee" or "City", a permanent easement under, through, and across the following described real estate:

See attached Exhibit "A"

That the above described easement is granted unto the City of Ankeny, Iowa for the purpose of constructing, reconstructing, repairing, replacing, enlarging, inspecting and maintaining the following public improvements:

Public Storm Sewer

1. Erection and Placement of Structures, Obstructions, Plantings or Materials Prohibited. Grantor and its grantees, assigns and transferees shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City.

2. Change of Grade Prohibited. Grantor and its grantees, assigns and transferees shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor, its grantees, assigns or transferees.

3. Right of Access. The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.

4. Property to be Restored. The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees, or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any improvements located within the Easement Area.

5. Liability. Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor the property damage or any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives.

6. Easement Benefit. This easement shall be for the benefit of the City, its successors and assigns, and its permittees and licensees.

7. Easement Runs with Land. This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.

8. Consent and Subordination of Mortgage Holder(s). By signing this Agreement, the undersigned lender, its successors and assigns consents to the terms of this agreement and hereby subordinates its interest in the Easement Area to the interest of the City and its successors and assigns.

9. Approval by City Council. This Easement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.

That the Grantor does hereby covenant with the said Grantee, and successor-in-interest, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Signed this 9 day of Dec, 22.

Aim High Automotive, LLC:

By: _____
Name: Owner - Bill Doyle
Title: Owner

STATE OF IOWA, COUNTY OF Polk **, ss:**

On this 9TH day of December, 2022, before me, the undersigned, a Notary Public in and for said County and State personally appeared William Doyle, to me personally known, who being by me duly sworn, did say that he is owner executing the within and foregoing instrument and acknowledged that he executed the same as his voluntary act and deed of the Aim High Automotive, LLC, by it and by him voluntarily executed.

_____
Notary Public in and for the State of Iowa

NOTARIAL SEAL IOWA
PATRICIA A. NILLES
Commission Number 223268
My Commission Expires
June 28, 2023

EXHIBIT "A"

REQUESTED BY & PROPRIETOR

Aim High Automotive LLC
c/o William Doyle
1001 SW Ordnance Road
Ankeny, Iowa 50023-2838

LEGEND

Subject easement area
Existing boundary line
Existing easement line

NORTH

30 0 15

SCALE

SUBJECT PROPERTY LEGAL DESCRIPTION

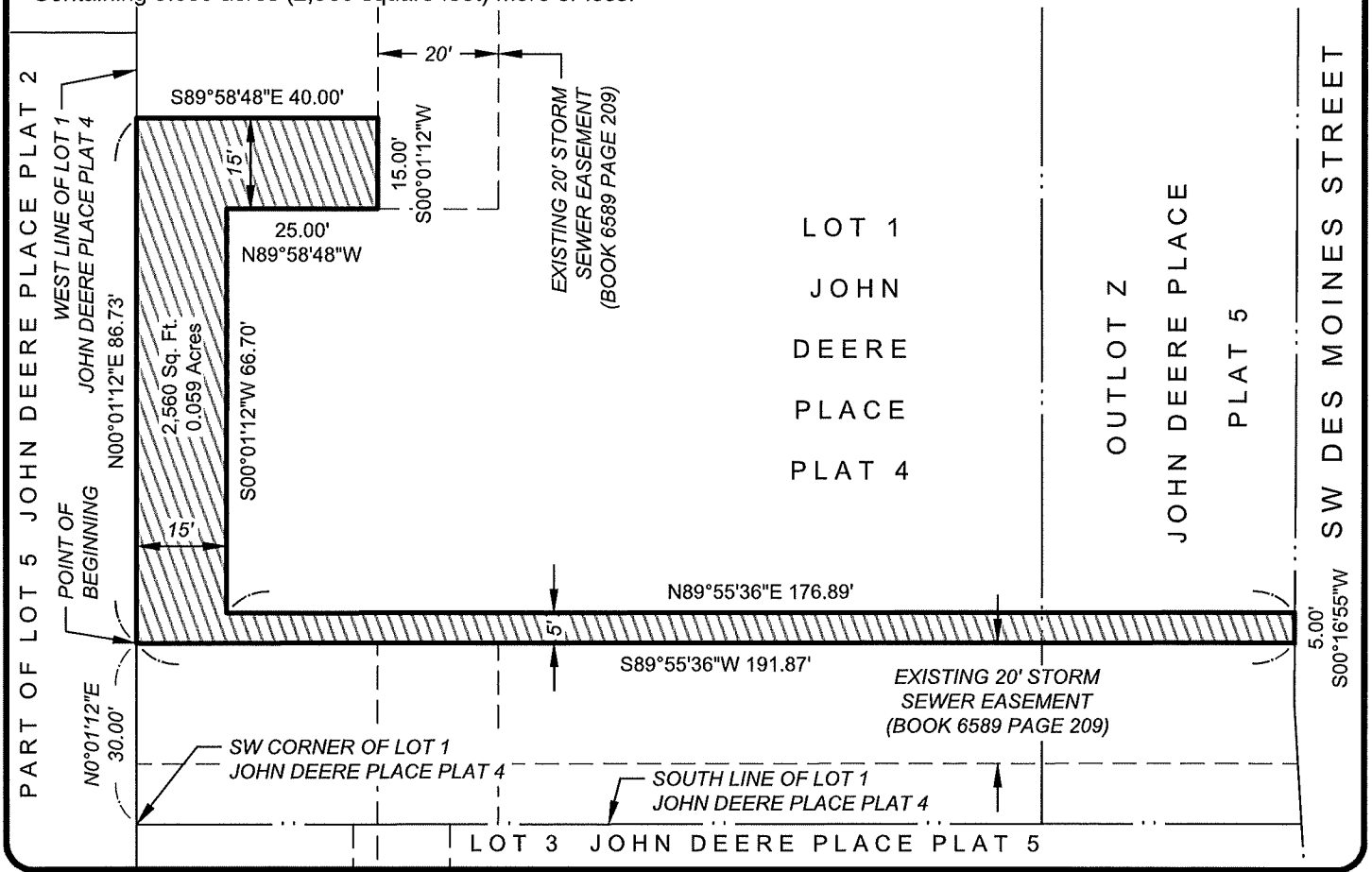
Lot 1, JOHN DEERE PLACE PLAT 4, an official plat, located in the City of Ankeny, Polk County, Iowa; AND Outlot Z, JOHN DEERE PLACE PLAT 5, an official plat, located in the City of Ankeny, Polk County, Iowa.

DESCRIPTION OF PROPOSED EASEMENT

Those parts of Lot 1, JOHN DEERE PLACE PLAT 4, an official plat, AND Outlot Z, JOHN DEERE PLACE PLAT 5, an official plat, all of which is located in the City of Ankeny, Polk County, Iowa, and being more particularly described as follows:

Commencing at the southwest corner of said Lot 1; thence North 00 degrees 01 minute 12 seconds East, a distance of 30.00 feet, to the Point of Beginning; thence North 00 degrees 01 minute 12 seconds East, a distance of 86.73 feet; thence South 89 degrees 58 minutes 48 seconds East, a distance of 40.00 feet; thence South 00 degrees 01 minute 12 seconds West, a distance of 15.00 feet; thence North 89 degrees 58 minutes 48 seconds West, a distance of 25.00 feet; thence South 00 degrees 01 minute 12 seconds West, a distance of 66.70 feet; thence North 89 degrees 55 minutes 36 seconds East, a distance of 176.89 feet; thence South 00 degrees 16 minutes 55 seconds West, a distance of 5.00 feet; thence South 89 degrees 55 minutes 36 seconds West, a distance of 191.87 feet, to the Point of Beginning.

Containing 0.059 acres (2,560 square feet) more or less.



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

PROJECT:	NAI No.:	DRAWN BY:	DWG No.:
PERMANENT EASEMENT	22151	TJH	1/1
LOCATION: 1001 SW ORDNANCE ROAD ANKENY, IOWA	DATE: 11/15/22	CHECKED BY: ADS	SHEET TITLE: EX-1

V:\NAI 2017\Projects 2017\22151\dwg\22151-EX.dwg

EXHIBIT "A"

REQUESTED BY & PROPRIETOR

Aim High Automotive LLC
c/o William Doyle
1001 SW Ordnance Road
Ankeny, Iowa 50023-2838

LEGEND

Subject easement area
Existing boundary line
Existing easement line

NORTH

30 0 15

SCALE

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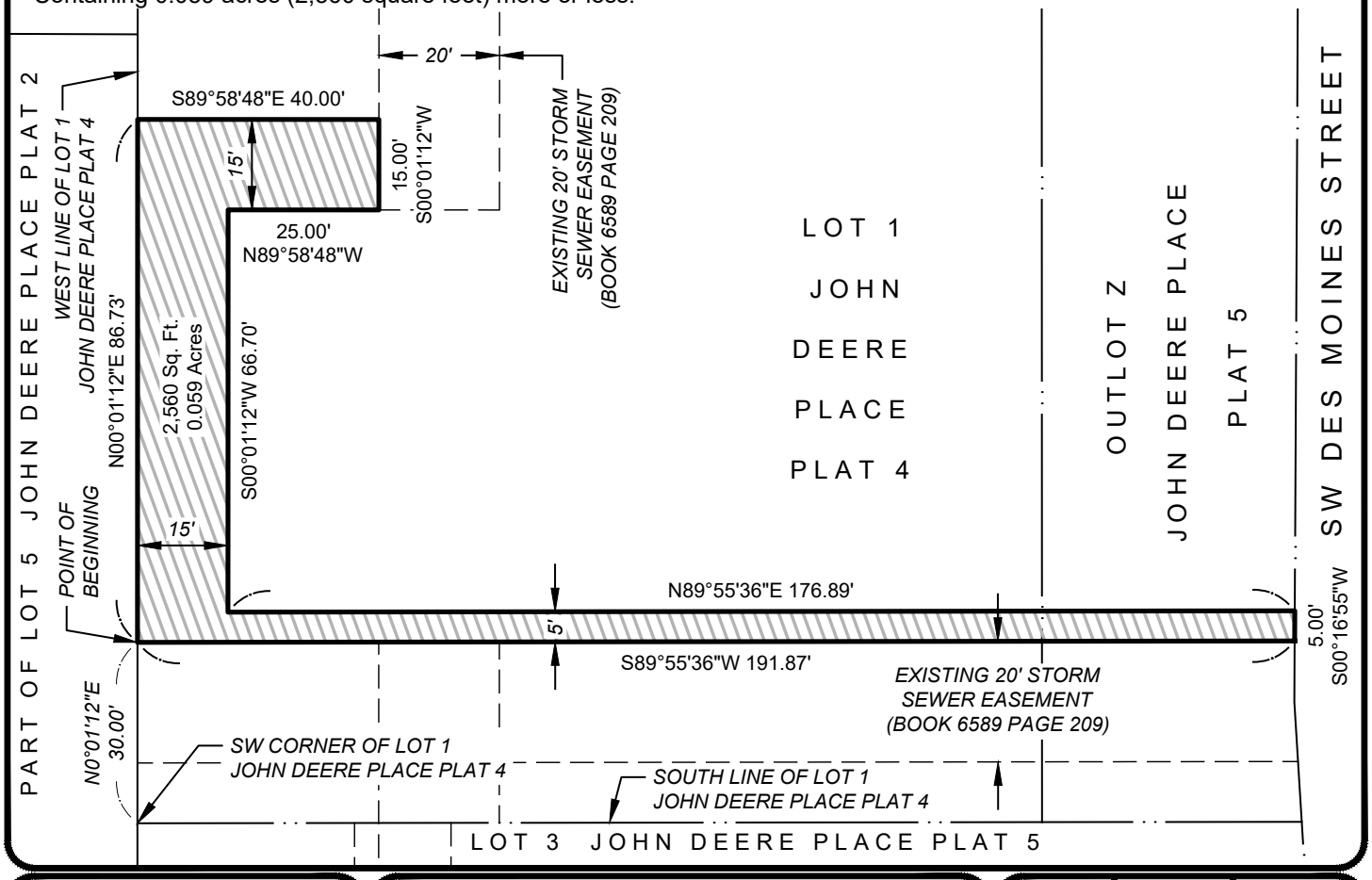
Containing 0.059 acres (2,560 square feet) more or less.



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

PROJECT:	NAI No.:	DRAWN BY:	DWG No.:
PERMANENT EASEMENT	22151	TJH	1/1
LOCATION: 1001 SW ORDNANCE ROAD ANKENY, IOWA	DATE: 11/15/22	CHECKED BY: ADS	SHEET TITLE: EX-1

V:\NAI 2017\Projects 2017\22151\dwg\22151-EX.dwg

ANKENY CITY COUNCIL

City Council Agenda

February 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:
Planning and Building	Ensure Economic Vitality

ACTION REQUESTED:

Resolution

LEGAL:

SUBJECT:

Consider a motion to adopt **RESOLUTION** accepting final plat, platted easements, and subdivision bond for seeding and erosion control for The District at Prairie Trail Plat 13.

EXECUTIVE SUMMARY:

The District at Prairie Trail Plat 13 is a re-plat of Outlot Q, The District at Prairie Trail Plat 5 and Lot 2 and Outlot G, The District at Prairie Trail Plat 11. The plat area is located easterly of SW Park Square Drive and between SW Market Street and SW Main Street and easterly of SW District Drive and southerly of SW Magazine Road. the plat includes two lots and an outlot. Lot 1 is planned for a multi-level, multiple use building and stage, and Lot 2 is planning for a parking lot.

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
Staff Report
Aerial Map
Applicant Letter

Preparer Information: Laura Hutzell, City of Ankeny, Iowa, 1210 NW Prairie Ridge Drive, Ankeny, IA 50023 Phone: 515-965-6445

RESOLUTION

RESOLUTION ACCEPTING FINAL PLAT, PLATTED EASEMENTS, AND SUBDIVISION BOND FOR SEEDING AND EROSION CONTROL FOR THE DISTRICT AT PRAIRIE TRAIL PLAT 13

WHEREAS, the Community Development Director of the City of Ankeny, Iowa, administratively approved the final plat for The District at Prairie Trail Plat 13 on the 31st day of January 2023; and

WHEREAS, the attorney's title opinion, platted easements, and subdivision bonds for seeding and erosion control have been submitted and approved by the Community Development Director of the City of Ankeny, Iowa.

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

1. That the final plat for The District at Prairie Trail Plat 13 is hereby approved.
2. That the Public Sidewalk Easement and Public Ingress/Egress Easement are hereby accepted.
3. That the subdivision bond for seeding and erosion control is hereby accepted.

PASSED AND APPROVED this 6th day of February 2023.

_____
Mark E. Holm, Mayor

ATTEST:

_____
Michelle Yuska, City Clerk

THE DISTRICT AT PRAIRIE TRAIL PLAT 13

FINAL PLAT

INDEX LEGEND

COUNTY: POLK COUNTY, IOWA **CITY:** ANKENY

LOT: LOT 2, THE DISTRICT AT PRAIRIE TRAIL PLAT 11
OUTLOT G, THE DISTRICT AT PRAIRIE TRAIL PLAT 11

REQUESTED BY & PROPRIETOR: DRA PROPERTIES, LC
1515 NE 36TH STREET
ANKENY, IOWA 50021
(515) 965-5292

SURVEYOR: ADAM D. SCHOEPPNER, PLS #26306

SURVEY COMPANY: NILLES ASSOCIATES, INC.

RETURN TO: ADAM D. SCHOEPPNER, PLS
NILLES ASSOCIATES, INC.
1933 SW MAGAZINE ROAD
ANKENY, IOWA 50023 PH: (515) 965-0123

LEGEND

●	Found monument 5/8" IR with red cap #18530 or 1" copper monument stamped "PLS 18530" in paved surface
⊖	Found monument 1/2" IR with yellow cap #18643
○	Set monument 5/8" IR with blue cap #26306
IR	Round iron rebar (outside diameter)
IP	Round iron pipe (outside diameter)
M.E.C.	MidAmerican Energy Company Underground Electric Line Easement
P.U.E.	Public Utility Easement
S.T.S.E.	Storm Sewer Easement
W.E.	Water main Easement
(R)	Record dimension
R.O.W.	Right - of - way
	Subject boundary line
	Proposed boundary line
	Proposed easement line
	Existing boundary line
	Existing easement line

BENCHMARKS

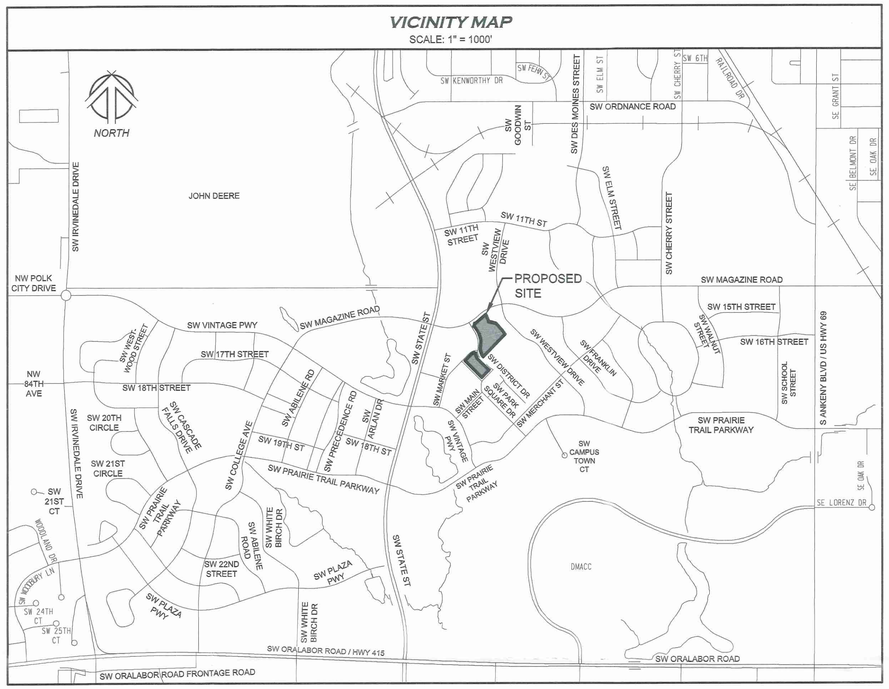
1. Sanitary sewer manhole at the center of the intersection of SW Vintage Parkway and SW Main Street. Top of rim = 945.38 feet (NAVD88)
2. Sanitary sewer manhole in the west bound right turn lane, north side of SW Vintage Parkway, lying approximately 105' east of the east curb line of SW State Street. Top of rim = 940.23 feet (NAVD88)

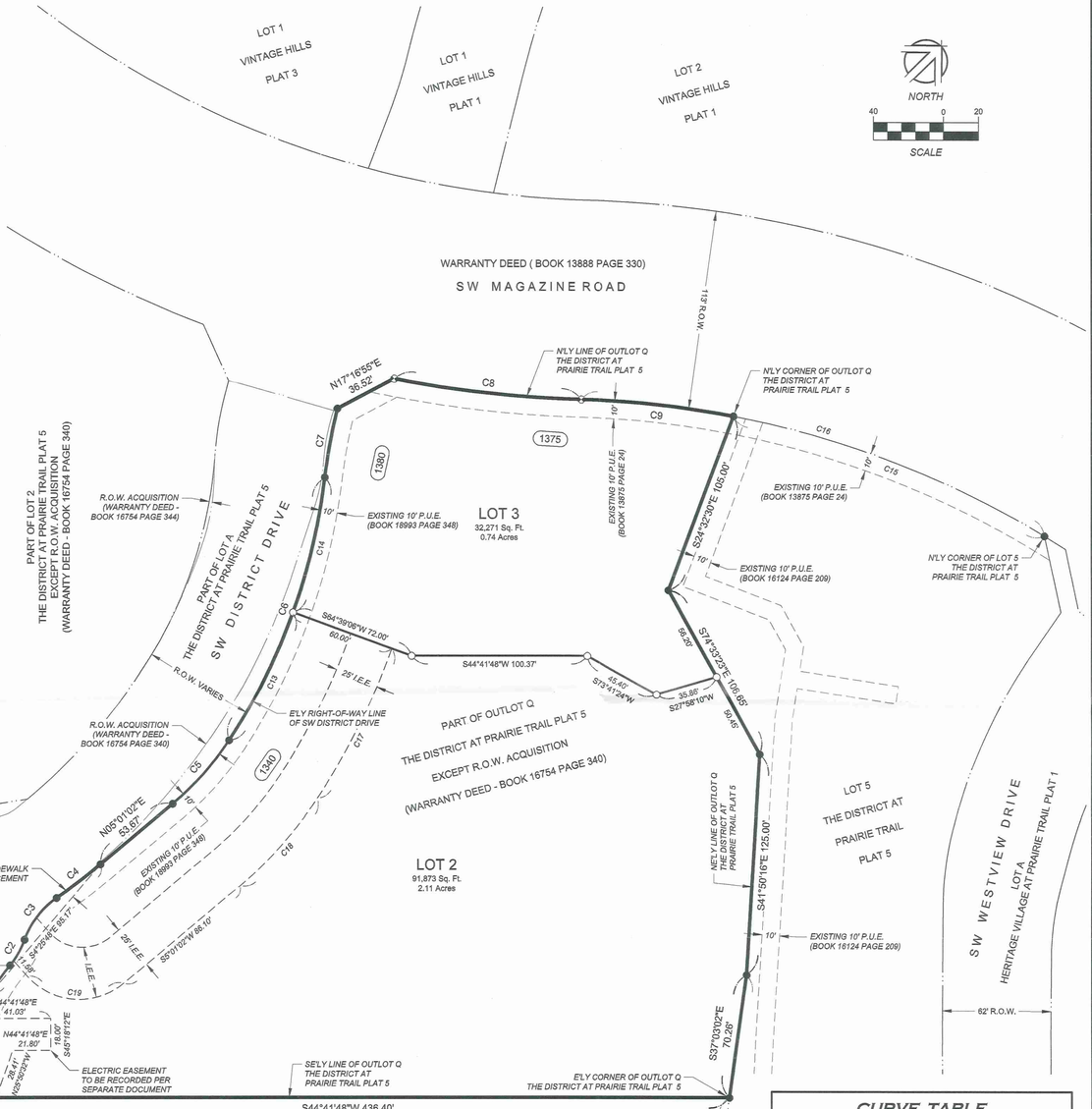
SURVEY NOTES

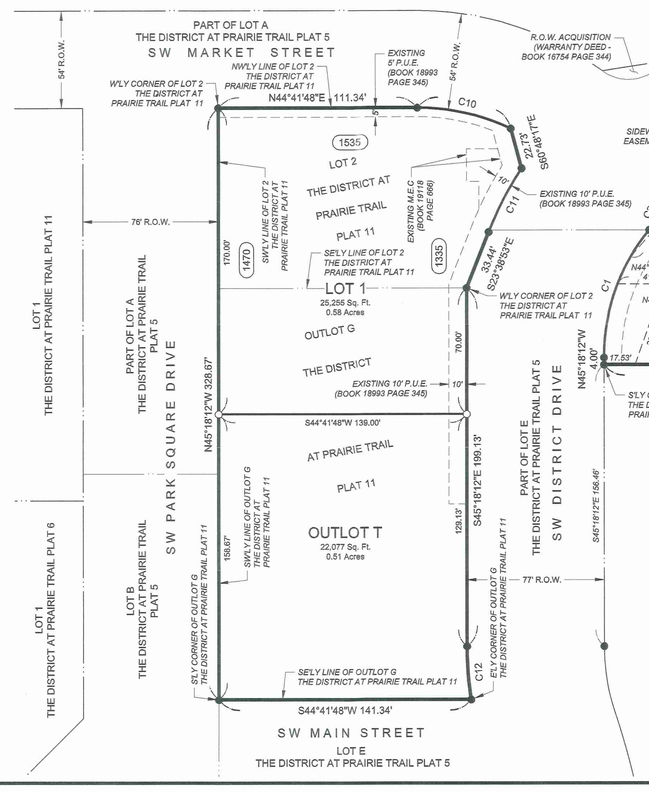
1. Land area : 3.94 acres
2. This plat is part of the "Prairie Trail Town Center" Neighborhood Plan as approved by the City of Ankeny.
3. Zoning : Prairie Trail Mixed Use Neighborhood Planned Unit Development (Refer to Planned Urban Development guidelines for additional setback restrictions); Restrictions (I.E., building setbacks, height and bulk regulations, etc.) shown hereon are based on information provided and are subject to interpretation.
4. The southeasterly line of Outlot Q, THE DISTRICT AT PRAIRIE TRAIL PLAT 5, is assumed to bear South 44 degrees 41 minutes 48 seconds West.

VICINITY MAP

SCALE: 1" = 1000'







CURVE TABLE

Curve #	Length	Radius	Delta	Chord Distance	Chord Bearing
C1	76.83'	111.00'	39°39'36"	75.31'	N25°28'24"W
C2	16.84'	50.00'	19°18'09"	16.77'	N15°17'41"W
C3	30.15'	49.00'	35°15'25"	29.68'	N7°19'03"W
C4	31.41'	340.00'	5°17'37"	31.40'	N7°39'51"E
C5	48.54'	164.00'	16°57'27"	48.36'	N3°27'41"W
C6	159.98'	348.00'	26°20'20"	158.57'	N25°06'35"W
C7	39.47'	318.84'	7°05'37"	39.45'	N34°43'56"W
C8	107.61'	655.00'	9°24'47"	107.49'	N50°52'37"E
C9	87.64'	545.00'	9°12'50"	87.55'	N50°46'38"E
C10	54.19'	123.00'	25°14'28"	53.75'	N57°19'02"E
C11	39.92'	189.00'	12°06'04"	39.84'	S17°35'51"E
C12	29.66'	188.00'	9°02'24"	29.63'	S49°49'24"E
C13	81.44'	348.00'	13°24'29"	81.25'	N18°38'39"W
C14	78.54'	348.00'	12°55'51"	78.37'	N31°48'49"W
C15	190.98'	545.00'	20°04'38"	190.00'	S65°25'22"W
C16	278.62'	545.00'	29°17'28"	275.59'	S60°48'57"W
C17	95.46'	408.00'	13°24'29"	95.26'	S18°38'39"E
C18	66.30'	224.00'	16°57'27"	66.05'	S3°27'41"E
C19	61.27'	40.00'	87°45'30"	55.45'	S48°53'47"W

CERTIFICATION

ADAM D. SCHOEPPNER — LICENSED PROFESSIONAL LAND SURVEYOR — 26306 — IOWA

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly Licensed Professional Land Surveyor under the laws of the State of Iowa.

Signature: _____ 11/3/23
Name: Adam D. Schoeppner, P.L.S. No. 26306 Date
My license renewal date is December 31, 2023 Date of survey: 07/15/22
Pages or sheets covered by this seal: This sheet only

I hereby grant administrative approval of the final plat for The District at Prairie Trail Plat 13 as set forth in the Prairie Trail Planned Unit Development Prairie Trail Town Center Neighborhood Plan.

CITY OF ANKENY, IA
Eric Jensen, Director
Community Development Department

ATTEST:
Brenda Fuglsang 1-31-2023
Brenda Fuglsang Date
Administrative Assistant

LEGAL DESCRIPTION

Lot 2 and Outlot G, THE DISTRICT AT PRAIRIE TRAIL PLAT 11, an official plat, located in the City of Ankeny, Polk County, Iowa.

AND

That part of Outlot Q, THE DISTRICT AT PRAIRIE TRAIL PLAT 5, an official plat, located in the City of Ankeny, Polk County, Iowa, EXCEPT for the Outlot Q portion of the Right-of-Way Acquisition, as shown on the Warranty Deed, recorded in Book 16754, Page 340.

Containing 3.94 acres more or less.

Said tract subject to any and all easements, covenants and restrictions of record.

NILLES ASSOCIATES
1933 SW MAGAZINE ROAD
ANKENY, IOWA 50023-2555
(515) 965-0123 phone - (515) 965-3322 fax
Civil Engineering - Land Surveying
Landscape Architecture

REVISIONS:
1. 09/05/22 CITY TECH REVIEW COMMENTS
2. 10/25/22 CITY TECH REVIEW COMMENTS SITE PLAN
3. 11/16/22 ELECTRIC EASEMENT REVISION
4.
5.
6.
7.

NOTICE: NILLES ASSOCIATES, INC. WHERE ANY AND ALL RESPONSIBILITY AND LIABILITY FOR THE USE OF THESE PLANS SHALL BE LIMITED TO PLANS THESE PLANS, SPECIFICATIONS, AND DESIGNS ARE NOT SUITABLE FOR REUSE OR USE FOR PROBLEMS WHICH ARISE FROM FAILURE TO FOLLOW THESE PLANS, SPECIFICATIONS, AND DESIGNS. ANY REUSE OR USE WITHOUT WRITTEN GUIDANCE WITH RESPECT TO ANY ERRORS, OMISSIONS OR CONFLICTS WHICH ARE ALLEGED

PROJECT NAME: THE DISTRICT AT PRAIRIE TRAIL PLAT 13 ANKENY, IOWA

DESCRIPTION: FINAL PLAT

RECEIVED JAN 31 2023 CITY OF ANKENY

NAI NO.:	22036
DATE:	01/31/2023
DRAWN BY:	TJH
CHECKED BY:	JHP
SCALE:	AS NOTED
SHEET TITLE:	FP-1
SHEET NO.:	1/1

V:\NAI 2017\Projects 2017\22036\dwg\22036-FP13.dwg

City Council
Staff Report

Meeting Date: February 6, 2023

Agenda Item: The District at Prairie Trail Plat 13
Report Date: January 31, 2023
Prepared By: Laura Hutzell
Associate Planner

Staff Recommendation:

That the City Council approves the final plat for The District at Prairie Trail Plat 13.

Project Report:

The District at Prairie Trail Plat 13 is a re-plat of part of Outlot Q, The District at Prairie Trail Plat 5 and Lot 2 & Outlot G, The District at Prairie Trail Plat 11. The plat area is located easterly of SW Park Square Drive and between SW Market Street and SW Main Street and easterly of SW District Drive and southerly of SW Magazine Road. The plat includes two lots and an outlot. Lot 1 is planned for a multi-level multiple use building and stage, and Lot 2 is planned for a parking lot.

N

1 inch = 200 feet

Date: 8/5/2022

The District at Prairie Trail Plat 13

Ankeny
bringing it all together.

CIVIL ENGINEERING
LAND SURVEYING
LANDSCAPE ARCHITECTURE

NILLES ASSOCIATES

July 15, 2022

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

RE: The District at Prairie Trail Plat 13
Approval Letter

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

On behalf of the property owner DRA Properties, we are submitting the final plat for The District at Prairie Trail Plat 1, which is a re-plat of part of Outlot Q, The District at Prairie Trail Plat 5 and Lot 2 & Outlot G, The District at Prairie Trail Plat 11.

This site lies easterly of SW Park Square Drive and between SW Market Street and SW Main Street and easterly of SW District Drive and southerly of SW Magazine Road. We are working with the developer on site plans for Lots 1 and 2. Lot 1 is planned for a multi-level multiple use building and stage and Lot 2 is planned for a parking lot.

The goal for this overall design is to strategically plan for residential and office uses that honor the Prairie Trail master plan and responsibly integrate with the bordering roadways and existing uses.

The Final Plat has been prepared in accordance with the City of Ankeny's standards and Municipal Code. We respectfully request the City's review and approval of this Final Plat to allow the project to proceed. If you should have any questions or require any additional information, please feel free to contact me to discuss such items further.

Thank you very much for your time and consideration.

Sincerely,

Adam Schoeppner

Adam D. Schoeppner, PLS
NILLES ASSOCIATES, INC.

ANKENY CITY COUNCIL

City Council Agenda

February 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:
Planning and Building	Ensure Economic Vitality

ACTION REQUESTED:

Motion

LEGAL:

SUBJECT:

Consider motion to approve the Aspen Ridge Commercial Plat 2 Preliminary Plat.

EXECUTIVE SUMMARY:

The Aspen Ridge Commercial Plat 2 Preliminary Plat is a proposed 9-acre (+/-) preliminary plat located at the intersection of NW State and NW 36th Street. The preliminary plat includes two commercial lots and one outlot, all of which are zoned C-1, Neighborhood Retail Commercial District. Two right-in/right-out access drives will be installed with the development (one on NW State and the other on NW 36th Street) along with a center median on NW 36th Street. Full access to the site will be available for patrons via existing NW 34th Street.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Approve the Aspen Ridge Commercial Plat 2 Preliminary Plat.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

The Plan and Zoning Commission recommended City Council approval at their meeting on January 18, 2023.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
P&Z Approved Preliminary Plat
P&Z Minutes
Staff Report
Applicant Letter
Map

ASPEN RIDGE COMMERCIAL PLAT 2
PRELIMINARY PLAT
ANKENY, IOWA

OWNER

MURPHY COMMERCIAL PROPERTIES LLC
7513 EAGLE CREST DR
JOHNSTON, IA 50131
(515) 490-7019
MIKE.MURPHY@POWERHOUSENOW.COM
ATTN: MIKE MURPHY

APPLICANT

ATI GROUP
1615 SW MAIN STREET
SUITE 207
ANKENY, IOWA 50023
(712) 540-3756
ERIC@ATIREALTY.COM
ATTN: ERIC BOHNENKAMP

ENGINEER/SURVEYOR

McCLURE ENGINEERING
1360 NW 121ST STREET
CLIVE, IOWA 50325
(515) 964-1229
TSMITH@MECRESULTS.COM
ATTN: TRENT SMITH

BULK REGULATIONS

C-1:
FRONT SETBACK = 35'
SIDE SETBACK = SAME AS REQUIRED IN R-3 DISTRICT FOR RESIDENTIAL USES.
NO MINIMUM REQUIREMENTS FOR ANY OTHER PERMITTED USES, EXCEPT
WHEN ADJOINING ANY R DISTRICT, IN WHICH CASE, 25 FEET.
REAR SETBACK = 40'
MAX HEIGHT = 35'

LEGAL DESCRIPTION

OUTLOT X ASPEN RIDGE ESTATES PLAT 1

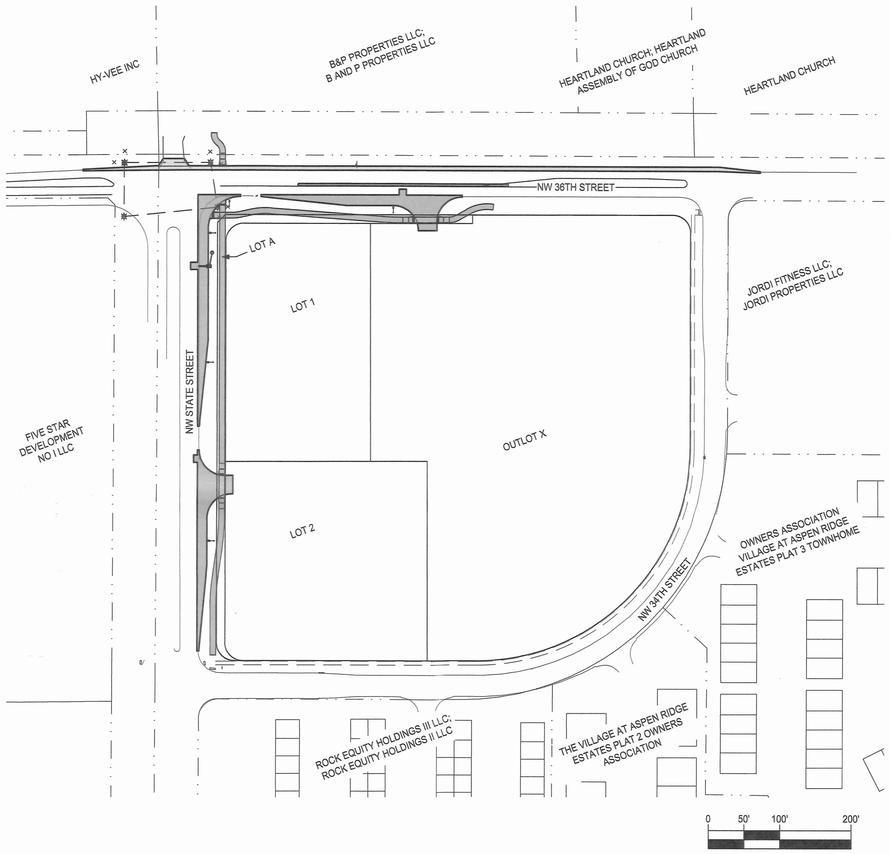
ZONING INFORMATION

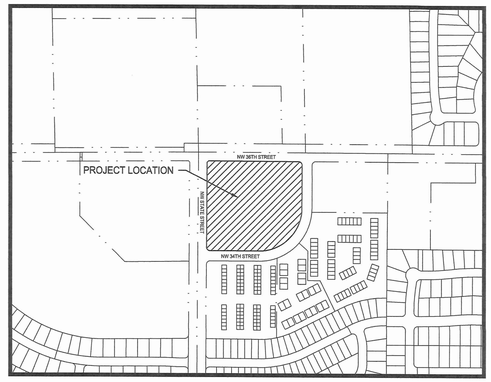
C-1 (NEIGHBORHOOD RETAIL COMMERCIAL DISTRICT)

FLOOD PLAIN INFORMATION

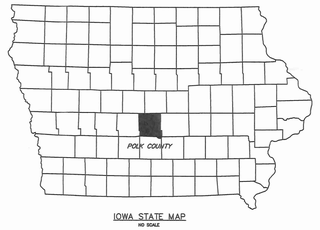
MAP #: 19153C00065F

MAP DATE: FEBRUARY 1, 2019





VICINITY MAP
NOT TO SCALE



IOWA STATE MAP
NO SCALE

Sheet List Table		
Sheet Number	Sheet Title	Sheet Description
1	GN-01	COVER SHEET
2	EX-01	EXISTING CONDITIONS
3	GN-04	GENERAL LAYOUT AND DIMENSION PLAN
4	GR-01	GRADING PLAN

IOWA ONE CALL SM
1-800-292-8989 | 811
www.iowaonecall.com

SUBMITTAL & REVISION TABLE		
SUBMITTAL	DATE	DESCRIPTION
1	04/15/22	CITY SUBMITTAL #1
2	05/06/22	**CITY SUBMITTAL #2**
3	10/31/22	CITY SUBMITTAL #3
4	12/06/22	CITY SUBMITTAL #4
5	01/10/23	CITY SUBMITTAL #5
6	01/26/23	CITY SUBMITTAL #6

GENERAL NOTES

1. INDIVIDUAL LOTS MAY REQUIRE ON-SITE DETENTION.
2. ON-SITE HYDRANTS WILL BE REQUIRED WITH INDIVIDUAL SITE DEVELOPMENT IN ORDER TO MEET COVERAGE REQUIREMENTS.
3. PUBLIC IMPROVEMENTS MUST BE COMPLETED AND WALKED FOR ACCEPTANCE PRIOR TO THE ISSUANCE OF A CO FOR ANY PROPOSED BUILDING WITHIN THE PLAT.
4. LOT A SHALL BE DEDICATED TO THE CITY OF ANKENY AS ADDITIONAL RIGHT-OF-WAY.
5. THE NORTHBOUND RIGHT TURN LANE AT THE INTERSECTION OF NW STATE STREET AND NW 36TH STREET WILL BE CONSTRUCTED WITH A FUTURE CITY PROJECT AND IS SHOWN FOR INFORMATIONAL PURPOSES ONLY.
6. PROPOSED UTILITY LAYOUTS AND EASEMENTS SHOWN ARE PRELIMINARY AND SUBJECT TO MODIFICATION WITH THE SUBMITTAL OF PUBLIC IMPROVEMENT CONSTRUCTION DRAWINGS AND INDIVIDUAL SITE PLANS.

TIS RECOMMENDATIONS

1. NW 36TH STREET & STATE STREET: THE CITY OF ANKENY WILL BE CONSTRUCTING AN EASTBOUND RIGHT TURN LANE AND A WESTBOUND LEFT TURN LANE ON NW 36TH STREET AND ADDING A TRAFFIC SIGNAL. THE LONG-TERM PLAN IS TO WIDEN NW 36TH STREET TO A FIVE LANE SECTIONS WITH A CENTER MEDIAN TO CONTROL ACCESS LOCATIONS.
2. NW 36TH STREET & FAST FOOD ACCESS: THIS RIGHT-IN-RIGHT-OUT HAS NO IMPACT ON THE OPERATION OF NW 36TH STREET BUT IT DOES MEET THE WARRANT FOR AN EASTBOUND RIGHT TURN LANE INTO THE DEVELOPMENT. WHEN THE FINAL SITE USAGE IS SUBMITTED IT SHOULD BE EVALUATED TO SEE IF THE TRIP GENERATION STILL MEETS THE WARRANT FOR AN EASTBOUND RIGHT TURN LANE. THE ACCESS SHOULD BE CONSTRUCTED TO RESTRICT WESTBOUND LEFT TURNS ON NW 36TH STREET INTO THE SITE AND OUTBOUND LEFT TURNS. ULTIMATELY THE WIDENING TO A 5-LANE SECTION WILL CONSTRUCT A MEDIAN TO BLOCK OUTBOUND LEFT TURNS. NOTE: THE CITY IS REQUIRING THE ACCESS TO BE MOVED EAST TO MID-BLOCK AND TO HAVE AN EASTBOUND RIGHT TURN LANE.
3. NW STATE STREET: THE LONG-TERM PLAN FOR THE CITY IS TO EXTEND NW STATE STREET TO THE NORTH AS A FIVE LANE SECTION. NORTHBOUND AND SOUTHBOUND DEDICATED LEFT TURN LANES WILL BE CONSTRUCTED AT THAT TIME. A NORTHBOUND RIGHT TURN LANE MAY ALSO BE REQUIRED AT THAT TIME AND THE DEVELOPMENT MAY BE REQUIRED TO PROVIDE ADDITIONAL RIGHT-OF-WAY OR A PERMANENT SIDEWALK EASEMENT TO ACCOMMODATE THE TURN LANE.
4. NW STATE STREET & DAYCARE ACCESS. THE CITY IS REQUIRING A NORTHBOUND RIGHT TURN LANE INTO THE ACCESS.
5. NW 34TH STREET: THE TWO-LANE STREET AS CONSTRUCTED IS SATISFACTORY FOR FUTURE DRIVEWAY CONNECTIONS.
6. NW 34TH STREET & NW 36TH STREET: MONITOR THE NORTHBOUND LEFT TURN MOVEMENTS FOR EXCESSIVE DELAYS OR A RISE IN ACCIDENTS. WHEN NW 36TH IS WIDENED CHANGES TO THIS INTERSECTION SHOULD BE EVALUATED.
7. 2042 GROWTH:
   A. EVALUATE A TRAFFIC SIGNAL AT NW STATE STREET & NW 34TH STREET BASED ON THE GROWTH TO THE WEST AND NORTH OF THIS DEVELOPMENT
   B. INSTALL A TRAFFIC SIGNAL AT THE INTERSECTION OF NW 34TH STREET & NW STATE STREET.

ALL CONSTRUCTION SHALL BE COMPLETED IN ACCORDANCE WITH THE 2023 IOWA STATEWIDE URBAN DESIGN STANDARD AND SPECIFICATIONS FOR PUBLIC IMPROVEMENTS AS ACCEPTED BY THE CITY OF ANKENY AND THE ANKENY SUPPLEMENTAL SPECIFICATIONS EXCEPT WHERE ALTERED OR AMENDED BY THE CITY OF ANKENY.

LICENSED PROFESSIONAL ENGINEER
TRENT LUNDY SMITH
26452
IOWA

I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER E OF IOWA.

TRENT LUNDY SMITH, PE No. 26452 — DATE: 2023.01.26

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2024

PAGES OR SHEETS COVERED BY THIS SEAL: ALL SHEETS

McCLURE ENGINEERING CO.
building strong communities.
1360 NW 121ST. Street
Clive, Iowa 50325
515-964-1229
fax 515-964-2370

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McClure Engineering Company waives any and all responsibility and liability for problems which arise from failure to follow these Plans, Specifications, and the engineering intent they convey, or for problems which arise from failure to obtain and/or follow the engineers guidance with respect to any errors, omissions, inconsistencies, ambiguities, or conflicts which are alleged.

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ROLL CALL
Plan & Zoning Commission
Ankeny, IA
Date January 17, 2023
Ayes 6 Nays 0 Abstain — Absent 1
APPROVED
G Hunter Chairperson
Brenda Hughes Secretary

COVER SHEET

NORTH

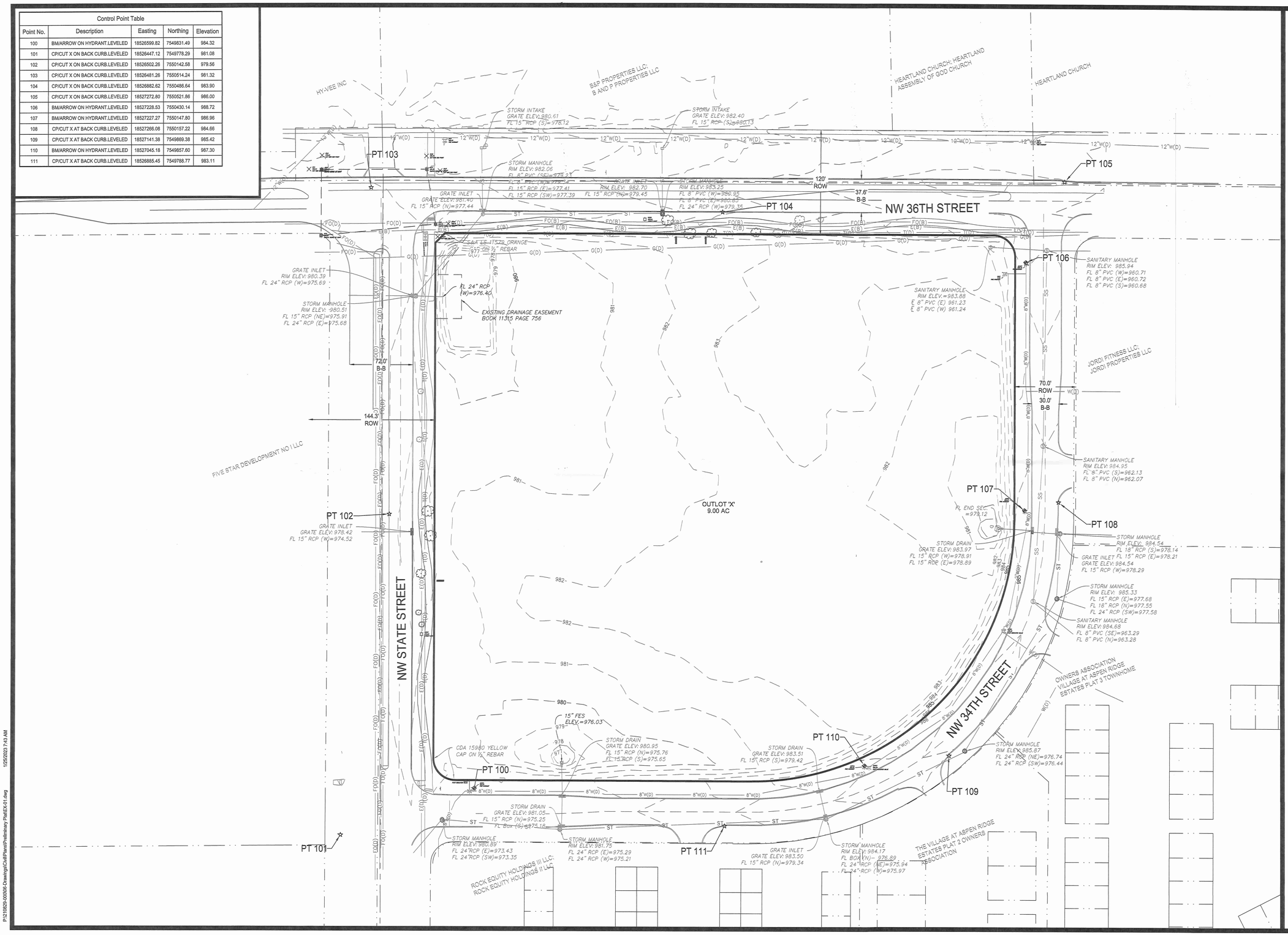
ASPEN RIDGE COMMERCIAL PLAT 2
PRELIMINARY PLAT
ANKENY, IOWA
210829-000
JANUARY 26, 2023
REVISIONS

ENGINEER	DRAWN BY
T. SMITH	K. REYNOLDS
CHECKED BY	FIELD BOOK NO.
R. CORONA	.
DRAWING NO.	SHEET NO.
GN-01	1 / 4

P:\210829-000\06-Drawings\Civil\Plans\Preliminary Plat\GN-01.dwg 1/25/2023 7:43 AM

RECEIVED
JAN 27 2023
CITY OF ANKENY

Control Point Table				
Point No.	Description	Easting	Northing	Elevation
100	BM/ARROW ON HYDRANT.LEVELED	18526599.82	7549831.49	984.32
101	CP/CUT X ON BACK CURB.LEVELED	18526447.12	7549778.29	981.08
102	CP/CUT X ON BACK CURB.LEVELED	18526502.26	7550142.58	979.56
103	CP/CUT X ON BACK CURB.LEVELED	18526481.26	7550514.24	981.32
104	CP/CUT X ON BACK CURB.LEVELED	18526882.62	7550486.64	983.90
105	CP/CUT X ON BACK CURB.LEVELED	18527272.80	7550521.86	986.00
106	BM/ARROW ON HYDRANT.LEVELED	18527228.53	7550430.14	988.72
107	BM/ARROW ON HYDRANT.LEVELED	18527227.27	7550147.80	986.96
108	CP/CUT X AT BACK CURB.LEVELED	18527266.08	7550157.22	984.66
109	CP/CUT X AT BACK CURB.LEVELED	18527141.38	7549869.38	985.42
110	BM/ARROW ON HYDRANT.LEVELED	18527045.18	7549857.60	987.30
111	CP/CUT X AT BACK CURB.LEVELED	18526885.45	7549788.77	983.11



McCLURE™ ENGINEERING Co.

building strong communities.

1360 NW 121ST. Street
Clive, Iowa 50325
515-964-1229
fax 515-964-2370

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NORTH

0 25' 50' 100'

GRAPHIC SCALE

EXISTING CONDITIONS

ASPEN RIDGE COMMERCIAL PLAT 2 PRELIMINARY PLAT

ANKENY, IOWA

210829-000

JANUARY 26, 2023

REVISIONS

ENGINEER	DRAWN BY
T. SMITH	K. REYNOLDS
CHECKED BY	FIELD BOOK NO.
R. CORONA	.
DRAWING NO.	SHEET NO.
EX-01	2 / 4

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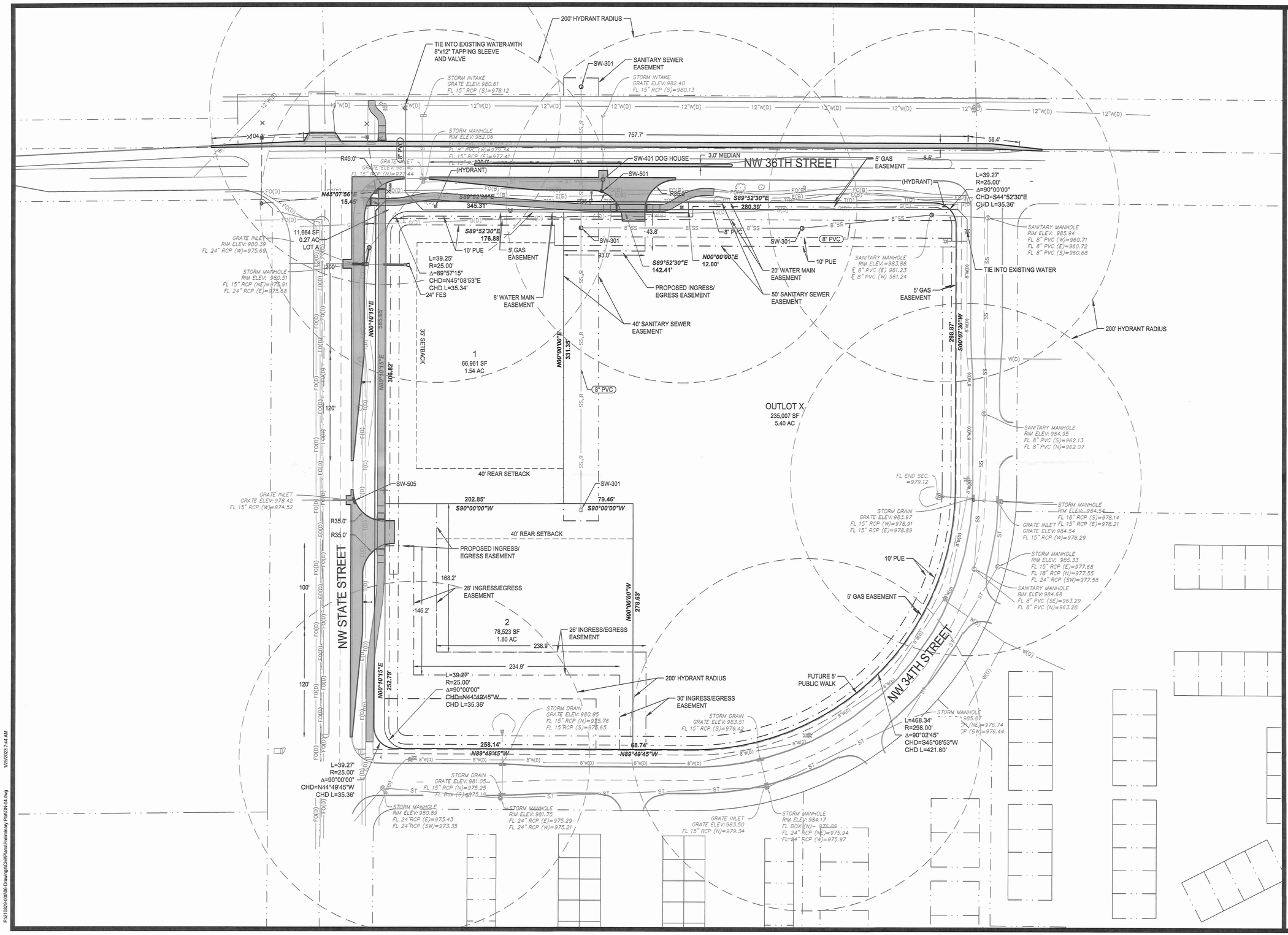

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1360 NW 121ST. Street
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515-964-1229
fax 515-964-2370

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GENERAL LAYOUT AND DIMENSION PLAN

NORTH

0 25' 50' 100'

GRAPHIC SCALE

ASPEN RIDGE COMMERCIAL PLAT 2 PRELIMINARY PLAT

ANKENY, IOWA

210829-000

JANUARY 26, 2023

REVISIONS

ENGINEER	DRAWN BY
T. SMITH	K. REYNOLDS
CHECKED BY	FIELD BOOK NO.
R. CORONA	-
DRAWING NO.	SHEET NO.
GN-04	3 / 4

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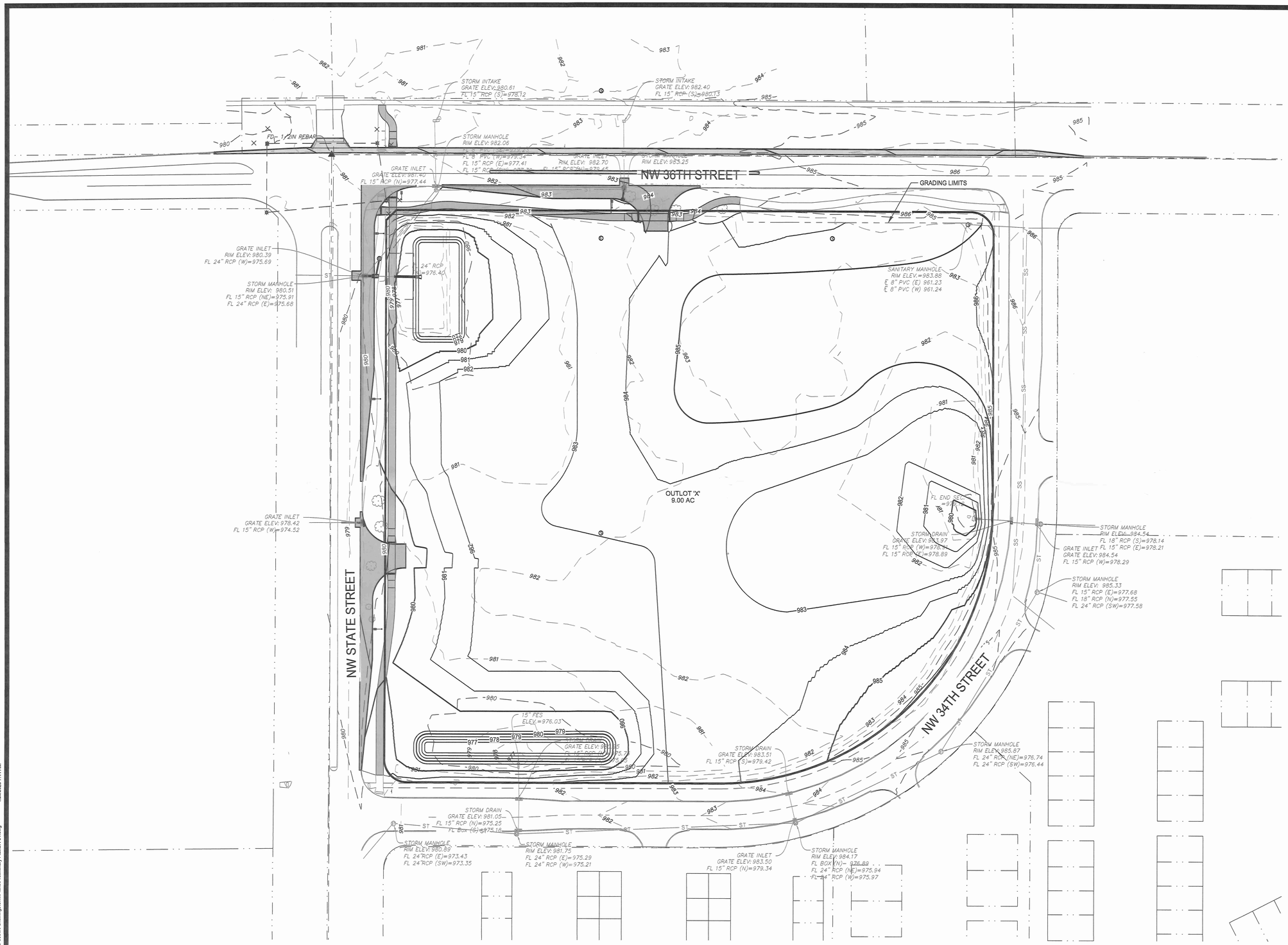

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GRADING PLAN

NORTH

0 25' 50' 100'
GRAPHIC SCALE

ASPEN RIDGE COMMERCIAL
PLAT 2
PRELIMINARY PLAT
ANKENY, IOWA
210829-000
JANUARY 26, 2023

REVISIONS

ENGINEER	DRAWN BY
T. SMITH	K. REYNOLDS
CHECKED BY	FIELD BOOK NO.
R. CORONA	.
DRAWING NO.	SHEET NO.
GR-01	4 / 4

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Meeting Minutes

Plan & Zoning Commission Meeting

Wednesday, January 18, 2023

Ankeny City Council Chambers, Second Floor
1250 SW District Drive, Ankeny, Iowa

CALL TO ORDER
Chair G.Hunter called the January 18, 2023 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

ROLL CALL
Members present: Trina Flack, Glenn Hunter, Ted Rapp, Todd Ripper, Lisa West and Randy Weisheit. Absent: Annette Renaud. Staff present: E.Jensen, E.Carstens, B.Morrissey, B.Fuglsang

AMENDMENTS TO THE AGENDA
Motion by T.Flack to approve the January 18, 2023 agenda without amendments. Second by L.West. All voted aye. Motion carried 6 – 0.

BUSINESS ITEMS
Item #3. Aspen Ridge Commercial Plat 2 Preliminary Plat
B.Morrissey reported Aspen Ridge Commercial Plat 2 Preliminary Plat is a proposed 9-acre preliminary plat located at the intersection of NW State Street and NW 36th Street. The preliminary plat includes two commercial lots and one outlot, all of which are zoned C-1, Neighborhood Retail Commercial District. He noted that the plat does not include the addition of any public streets. He stated that two right-in/right-out access drives will be installed with the development, one on NW State Street and the other on NW 36th Street, along with a center median on NW 36th Street. He said that full access to the site will be available via existing NW 34th Street. B.Morrissey explained that there are existing sidewalks that run along the north and west sides of the subject site He provided details on how the area would be served by water, sanitary sewer along with the general flow of stormwater, as the area lies within the Rock Creek watershed. Staff recommends City Council approval of the Aspen Ridge Commercial Plat 2 Preliminary Plat.

G.Hunter shared concerns regarding the right-in/right-out access drives. Staff responded that there will be a median installed on NW 36th Street and there is an existing median on NW State Street, which will alleviate improper use of the access drives. T.Rapp asked for clarification about the installation of the turn lanes and traffic lights at NW 36th Street and NW State Street, as noted on the preliminary plat.

Trent Smith, McClure Engineering, Co., 1360 NW 121st Street, Clive on behalf of ATI Group, clarified the turn lane question by stating that the developer will install two turn lanes, one eastbound on NW 36th Street and one northbound on NW State Street. The turn lane/traffic lights at the intersection would be installed as part of the NW 36th Street reconstruction.

There were no further questions from the Commission.

Motion by T.Ripper to recommend City Council approval of Aspen Ridge Commercial Plat 2 Preliminary Plat. Second by T.Flack. All voted aye. Motion carried 6 – 0.

Plan and Zoning Commission
Staff Report

Meeting Date: January 18, 2023

Agenda Item: Aspen Ridge Commercial Plat 2 – Preliminary Plat
Report Date: January 12, 2023
Prepared By: Bryan Morrissey
Associate Planner

EJC

Staff Recommendation:

That the Plan and Zoning Commission recommend City Council approval of the Aspen Ridge Commercial Plat 2 Preliminary Plat.

Project Summary:

The Aspen Ridge Commercial Plat 2 Preliminary Plat is a proposed 9-acre (+/-) preliminary plat located at the intersection of NW State Street and NW 36th Street. The preliminary plat includes two commercial lots and one outlot, all of which are zoned C-1, Neighborhood Retail Commercial District. Two right-in/right-out access drives will be installed with the development (one on NW State Street and the other on NW 36th Street) along with a center median on NW 36th Street. Full access to the site will be available for patrons via existing NW 34th Street.

Project Report:

Streets: New public streets will not be included as a part of this development. The proposed development will be accessed from either NW State Street, NW 36th Street, or NW 34th Street. Right-in/right-out access will be available along NW State and NW 36th Street, while full access will come via NW 34th Street. Existing sidewalks run along the north and west sides of the subject site. Portions of these sidewalks will be removed and replaced when development occurs.

Water: An eight-inch water main will be installed along the northern property line of the site to provide future water service to the property. This will be achieved by connecting to the existing twelve-inch main that runs along the north side of NW 36th Street.

Sewer: Eight-inch sanitary service will be extended throughout the development by connecting to the existing sanitary line that is present near the northeastern corner of the site.

Drainage: Stormwater on the site generally flows to the south and west, as this area lies within the Rock Creek watershed. Individual lots on the site may require on-site detention.

Parkland: Dedication for parkland is not required for Commercial Development.

McCLURE™
ENGINEERING Co.

1360 NW 121st Street
Clive, IA 50325
P 515.964.1229
F 515.964.2370

www.mecresults.com

04/15/2022

Honorable Mayor, City Council, and Plan & Zoning Commission
City of Ankeny
410 West First Street
Ankeny, Iowa 50023

RE: Aspen Ridge Commercial Plat 2 – Preliminary Plat

Dear Honorable Mayor, City Council, and Plan & Zoning Commission Members,

On behalf of ATI Group, we are pleased to submit a preliminary plat for approximately 9 acres in the City of Ankeny at the southeast corner of 36th Street and State Street and respectfully request your approval of said preliminary plat.

The development plan as presented is generally consistent with the City's Comprehensive Land Use Plan and current zoning classification and represents strategic and thoughtful commercial growth for the City of Ankeny. Additionally, we believe the proposed preliminary plat offers the following advantages to the City of Ankeny and its residents:

- Simultaneously offer flexibility in development yet establish general structure and framework of the planned property that will accommodate commercial users
- Provide a variety of commercial uses that encourages a variety of businesses in a location immediately adjacent to higher density residential properties

We thank you for your consideration of approval of this project.

Sincerely,

McClure Engineering Company

Trent Smith, PE
Team Leader

NORTHWEST IOWA | DES MOINES METRO | EASTERN IOWA | LAKE OZARK, MISSOURI

N

1 inch = 550 feet

Date: 12/14/2022

Aspen Ridge Commercial Plat 2 - Preliminary Plat

Ankeny
bringing it all together.

ANKENY CITY COUNCIL

City Council Agenda

February 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:
Planning and Building	Ensure Economic Vitality

ACTION REQUESTED:

Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** accepting a Public Utility Easement associated with the development of Canyon Landing Plat 2.

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
Easement

RESOLUTION

RESOLUTION ACCEPTING A PUBLIC UTILITY EASEMENT ASSOCIATED WITH THE DEVELOPMENT OF CANYON LANDING PLAT 2

WHEREAS, the City Council approved the final plat for Canyon Landing Plat 2 on May 16, 2022; and

WHEREAS, a Public Utility Easement associated with the development of Canyon Landing Plat 2, as shown on the attached Easement Plat, has 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, that the Public Utility Easement associated with the development of Canyon Landing Plat 2 is hereby accepted.

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

CITY OF ANKENY, IOWA

_____

Mark E. Holm, Mayor

ATTEST:

_____

Michelle Yuska, City Clerk

WHEN RECORDED RETURN TO:
City Clerk
410 W. 1st Street
Ankeny, Iowa 50023

Preparer Information: Marcus F. Abels, 400 Locust, Ste 400, DSM, IA 50309 (515) 288-5000

PUBLIC UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, **Stubbs Development, Inc.**, hereinafter referred to as "Grantor", in consideration of the sum of one dollar ($1.00), and other valuable consideration, in hand paid by the City of Ankeny, Iowa, receipt of which is hereby acknowledged, do hereby sell, grant and convey unto the City of Ankeny, Iowa, a municipal corporation, in the County of Polk, State of Iowa, hereinafter referred to as "Grantee" or "City", a permanent easement under, through, and across the following described real estate:

A STRIP OF LAND OVER AND ACROSS THE FOLLOWING DESCRIBED PORTIONS OF LOT 11 IN CANYON LANDING PLAT 2, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS:

A STRIP OF LAND 10.00 FEET WIDE AND LYING 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: COMMENCING AT THE NE CORNER OF SAID LOT 11; THENCE S00° 16'54"W ALONG THE EAST LINE OF SAID LOT 11, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING; THENCE N89°43'06"W, A DISTANCE OF 53.00 FEET TO THE END OF SAID CENTERLINE.

See "Exhibit A – Easement Drawing"

That the above-described easement is granted unto the City of Ankeny, Iowa for the purpose of constructing, reconstructing, repairing, replacing, enlarging, inspecting and maintaining the following public improvements:

Public Utility

1. Erection and Placement of Structures, Obstructions, Plantings or Materials Prohibited. Grantor and its grantees, assigns and transferees shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City.

2. Change of Grade Prohibited. Grantor and its grantees, assigns and transferees shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor, its grantees, assigns or transferees.

3. Right of Access. The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as

herein described, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.

4. Property to be Restored. The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees, or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any improvements located within the Easement Area.

5. Liability. Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor the property damage or any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives.

6. Easement Benefit. This easement shall be for the benefit of the City, its successors and assigns, and its permittees and licensees.

7. Easement Runs with Land. This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.

8. Consent and Subordination of Mortgage Holder(s). By signing this Agreement, the undersigned lender, its successors and assigns consents to the terms of this agreement and hereby subordinates its interest in the Easement Area to the interest of the City and its successors and assigns.

9. Approval by City Council. This Easement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.

That the Grantor does hereby covenant with the said Grantee, and successor-in-interest, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

[Signature on next page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Dated: January 26, 2023

STUBBS DEVELOPMENT, INC.

By: _____
David W. Stubbs, President

STATE OF IOWA)
ss.
COUNTY OF POLK)

This record was acknowledged before me on January 30th, 2023, by David W. Stubbs as President of Stubbs Development, Inc.

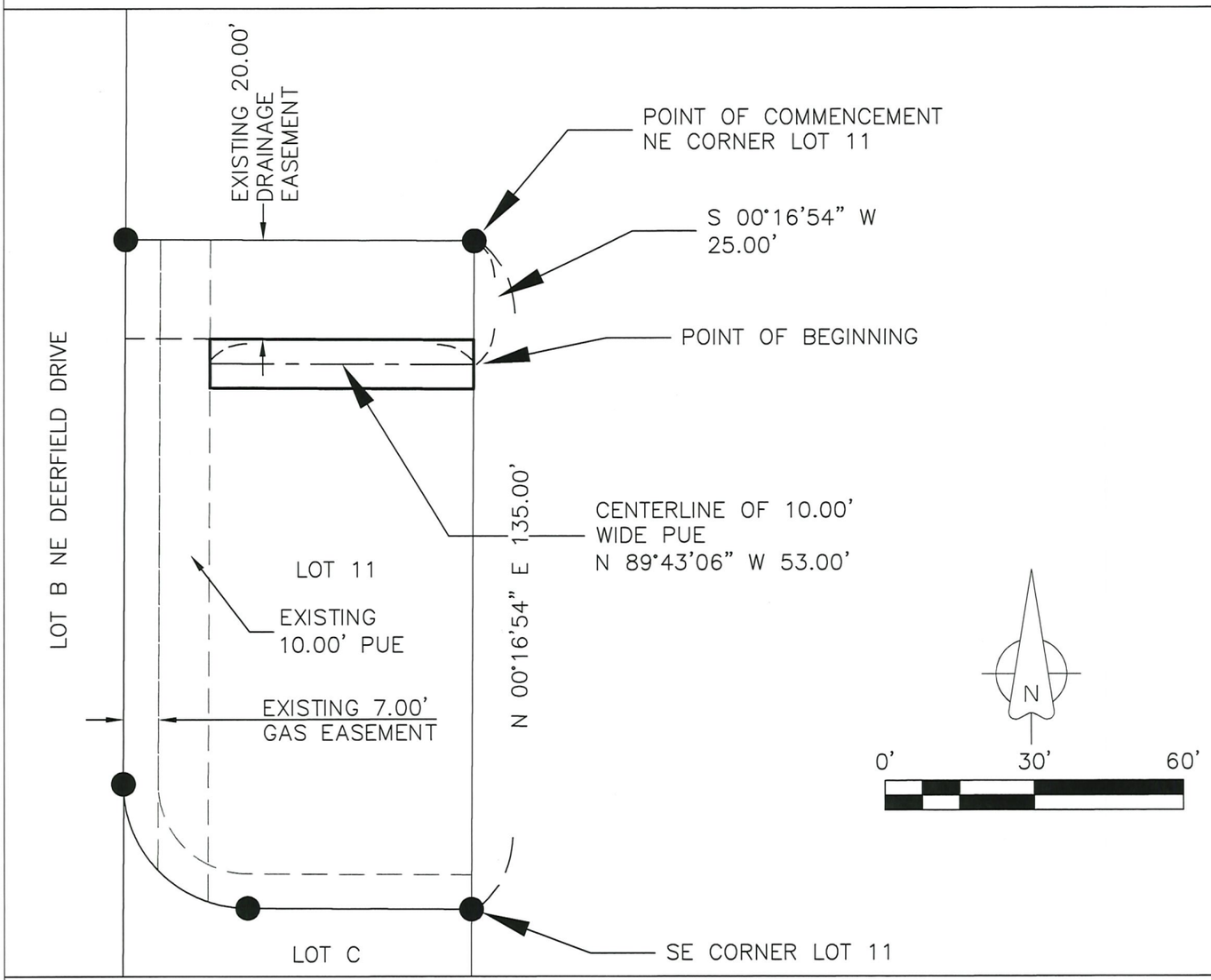
_____
NOTARY PUBLIC IN AND FOR THE
STATE OF IOWA

NOTARIAL SEAL IOWA
FRANCISCO COLON
Commission Number 731944
My Commission Expires
May 8, 2023

PREPARED BY: CARTER SURVEYING & CONSTRUCTION SERVICES, LLC - 8755 NE 27TH AVE - ALTOONA, IA 50009 515-343-6756

EXHIBIT A - EASEMENT DRAWING

FOR PUBLIC UTILITY EASEMENT IN LOT 11 OF CANYON LANDING PLAT 2, AN OFFICIAL PLAT, IN THE CITY OF ANKENY, POLK COUNTY, IOWA



PUBLIC UTILITY EASEMENT DESCRIPTION:

A STRIP OF LAND OVER AND ACROSS THE FOLLOWING DESCRIBED PORTIONS OF LOT 11 IN CANYON LANDING PLAT 2, AN OFFICIAL PLAT, NOW INCLUDED AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS:

A STRIP OF LAND 10.00 FEET WIDE AND LYING 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: COMMENCING AT THE NE CORNER OF SAID LOT 11; THENCE S00°16'54"W ALONG THE EAST LINE OF SAID LOT 11, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING; THENCE N89°43'06"W, A DISTANCE OF 53.00 FEET TO THE END OF SAID CENTERLINE.

SAID TRACT OF LAND CONTAINS 530 SQUARE FEET OR 0.01 ACRES.

LEGEND:
- ● FOUND 1/2" IR YPC 20757
- ○ SET 1/2" IRON ROD WITH YELLOW PLASTIC CAP #20757 UNLESS OTHERWISE NOTED
- ◉ SET "X" CUT IN CONCRETE
- ◇ SET "MAG" NAIL IN ASPHALT

M MEASURED DISTANCE
R RECORDED DISTANCE
OPC ORANGE PLASTIC CAP
BPC BLUE PLASTIC CAP
YPC YELLOW PLASTIC CAP
ROW RIGHT-OF-WAY
SF SQUARE FEET

IR IRON ROD
IP IRON PIPE

DRAWN DATE: 11/30/2022
DRAWN BY: N CARTER
SCALE: 1" = 30'
PAGE 1 OF 1
PROJECT #21-101

LICENSED PROFESSIONAL ENGINEER & LAND SURVEYOR
NICHOLAS F. CARTER 20757
IOWA

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

NICHOLAS F. CARTER, P.L.S. IA LIC. NO. 20757 DATE 1-25-23

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2024

ADDITIONAL PAGES OR SHEETS COVERED BY THIS SEAL (NONE UNLESS INDICATED HERE) _____

STUBBS ENGINEERING
431 NE 72nd Street - Pleasant Hill, IA 50327 - Phone: 515-979-8499

ANKENY CITY COUNCIL

City Council Agenda

February 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:
Planning and Building	Ensure Economic Vitality

ACTION REQUESTED:

Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** providing for the notice and hearing of the City Council of the City of Ankeny, Iowa, to rezone certain property owned by NGR Inc., located along the east side of SE Four Mile Drive and three-quarters of a mile north of SE Corporate Woods Drive. (date of hrg: 02/20/23 @ 5:30 p.m.)

EXECUTIVE SUMMARY:

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 consist 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 Drive and immediately east of SE Four Mile Drive. Surrounding properties to the southwest and west are zoned M-1, Light Industrial District, while properties to the east and north are not within Ankeny's Corporate Limits.

The proposed rezoning aligns with what's shown on 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.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

To adopt resolution setting a public hearing for February 20, 2023 at 5:30 P.M.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

The Plan and Zoning Commission recommended City Council approval at their meeting on January 18, 2023.

PUBLIC OUTREACH EFFORTS:

Legal publication and notification.

The Plan and Zoning Commission held a public hearing at their meeting on January 4, 2023.

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Resolution
P&Z Stamped Rezoning Exhibit
Notice of Hearing
Aerial Map
Applicant Letter

RESOLUTION 2023-

RESOLUTION PROVIDING FOR THE NOTICE AND HEARING OF THE CITY COUNCIL OF THE CITY OF ANKENY, IOWA, TO REZONE CERTAIN PROPERTY OWNED BY NGR INC., LOCATED ALONG THE EAST SIDE OF SE FOUR MILE DRIVE AND THREE-QUARTERS OF A MILE NORTH OF SE CORPORATE WOODS DRIVE

WHEREAS, on the 4th day of January, 2023, the Plan and Zoning Commission of the City of Ankeny, Iowa, held a public hearing; and on the 18th day of January, 2023, recommended City Council approval of an amendment to the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, to rezone certain property owned by NGR Inc., from the current R-1, One-Family Residence District, to M-1, Light Industrial District; and

WHEREAS, the City Council now deems it necessary to provide for the notice and hearing of said amendment 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 RESOLVED by the City Council of the City of Ankeny, Iowa:

1. That a public hearing shall be held at 5:30 P.M. on the 20th day of February, 2023, at the Ankeny City Council Chambers, 1250 SW District Drive, Second Floor, Ankeny, Iowa, to consider an amendment to the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa to rezone the above-described property owned by NGR Inc., from the current R-1, One-Family Residence District, to M-1, Light Industrial District; and
2. That the City Clerk is hereby authorized and directed to publish notice of said hearing at the time and manner required by law.

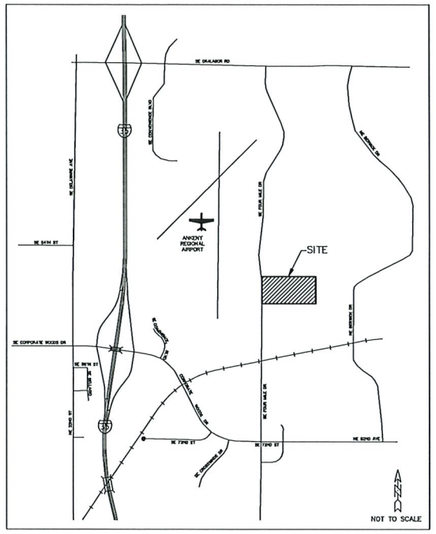
Dated this 6th day of February 2023.

_____
Mark E. Holm, Mayor

ATTEST:

_____
Michelle Yuska, City Clerk

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.

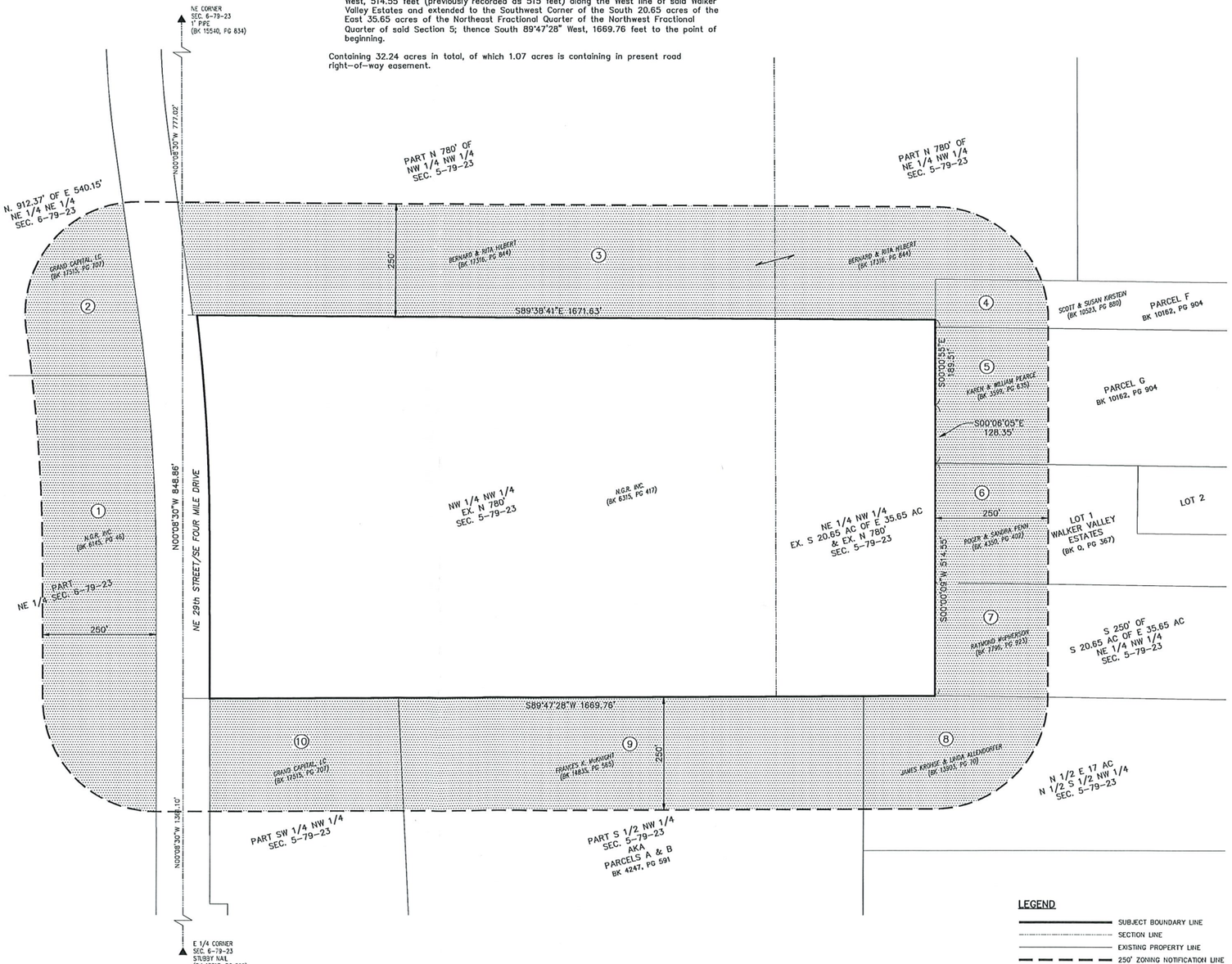
Containing 32.24 acres in total, of which 1.07 acres is containing in present road right-of-way easement.

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%



ROLL CALL
Plan & Zoning Commission
Ankeny, IA
Date January 18, 2023
Ayes 4 Nays 2 Abstain — Absent 1
APPROVED
G. Hunter Chairperson
Brenda Tuglsang Secretary

NGR EAST - REZONING

LOCATION:

SCALE:	1" = 120'
DWG:	22-052-REZONE
FIELD BOOK:	
DESIGNED BY:	DFR
CHECKED BY:	DFR
SHEET	1 OF 1
DRAWN BY:	DFR
DATE:	12/14/2022
FILE NO.:	22-052

NO.	REVISION	DATE	BY

FOR:

ERG
Engineering Resource Group, Inc.
Engineers and Surveyors
2413 GRAND AVENUE
DES MOINES, IOWA 50312
(515) 288-4823

22-052

J:\2022 Proj\22-052\REZONE\22-052-REZONE.dwg, 12/14/2022 3:16:48 PM, DFR

NOTICE OF A PUBLIC HEARING BY THE CITY COUNCIL OF THE CITY OF ANKENY, IOWA ON A REZONING OF PROPERTY FROM THE PRESENT R-1, ONE-FAMILY RESIDENCE DISTRICT, TO M-1, LIGHT INDUSTRIAL DISTRICT, FOR CERTAIN PROPERTY OWNED BY NGR INC.

NOTICE IS HEREBY GIVEN that the City Council of the City of Ankeny, Iowa, will consider an amendment to the zoning regulations of the Municipal Code of the City of Ankeny, Iowa, regarding the question of rezoning for the following described property owned by NGR Inc., from the current R-1, One-Family Residence District to M-1, Light Industrial District.

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

NOTICE IS FURTHER GIVEN that the proposed change as described above will affect only the above-described real estate.

YOU ARE FURTHER AND SPECIFICALLY NOTIFIED that the City Council will meet at 5:30 P.M. on the 20th day of February, 2023, at the Ankeny City Council Chambers, 1250 SW District Drive, Second Floor, Ankeny, Iowa to consider said amendment, at which time and place all parties in interest and citizens shall have the opportunity to be heard.

DATED this 6th day of February 2023.

CITY OF ANKENY, IOWA

_____

Michelle Yuska, City Clerk

Published in the Des Moines Register on the **10th** day of **February**, 2023.

N

1 inch = 625 feet

Date: 12/16/2022

NGR East - Rezoning

Ankeny
bringing it all together.

HUBBELL REALTY COMPANY
6900 Westown Parkway
West Des Moines, IA 50266
www.hubbellrealty.com
515-243-3228
FAX 515-280-2000

December 1, 2022

Community Development Department
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, IA 50023

To whom it may concern,

By direction of the current property owner, NGR, Inc., Hubbell Realty Company would like to request rezoning parcel **190/00054-002-000** from R-1 (One-Family Residence District) to M-1 (Light Industrial District); see attached map exhibit for further details. The current use of this property is agricultural cropland with a future intended use as warehouse/logistics facility similar to existing structures within the Four Mile Drive corridor.

We have started collecting petitions from adjacent property owners and expect to have those forms submitted to city staff ahead of the forthcoming Planning and Zoning Commission deadline. Should you have any questions or concerns regarding this rezoning request, please don't hesitate to call or email our team at the contact listed below.

Best regards,

Clint Sloss

Clint Sloss
HUBBELL DEVELOPMENT SERVICES
6900 Westown Parkway, West Des Moines, IA 50266
O: 515 280 2061 | M: 712 308 2484 | F: 515 280 2000
clint.sloss@hubbellrealty.com

ANKENY CITY COUNCIL

City Council Agenda

February 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:
Public Works	Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Consider motion to adopt a **RESOLUTION** accepting a purchase agreement and approving documents for the acquisition of street right-of-way and temporary construction easement for the NW 18th Street Reconstruction - NW Ash Drive to N Ankeny Boulevard project in Ankeny, Iowa. (Stonecrest Meadows Townhome Association, Inc.)

EXECUTIVE SUMMARY:

The action before the council is the adoption of a Resolution accepting street right-of-way and temporary construction easement from Stonecrest Meadows Townhome Association, Inc. to facilitate the construction of the NW 18th Street Reconstruction - NW Ash Drive to N Ankeny Boulevard project.

FISCAL IMPACT: **No**

The total compensation for the street right-of-way and temporary construction easement is $6,300.00. The cost for the street right-of-way and temporary construction easement is part of the project costs for the NW 18th Street Reconstruction - NW Ash Drive to N Ankeny Boulevard project included in the current Capital Improvement Program.

CITY MANAGER'S RECOMMENDATIONS:

Approve the motion to adopt a RESOLUTION accepting street right-of-way and temporary construction easement from Stonecrest Meadows Townhome Association, Inc. to facilitate the construction of the NW 18th Street Reconstruction - NW Ash Drive to N Ankeny Boulevard project in Ankeny, Iowa.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

April 15, 2022: Property owners were notified of the upcoming Project Information Meeting that was held on April 28, 2022.

August 18, 2022: Property owners were notified of the need to acquire property for the proposed public improvement project.

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Resolution
Purchase Agreement
Warranty Deed
Temporary Construction Easement

RESOLUTION 2023-XXX

A RESOLUTION ACCEPTING A PURCHASE AGREEMENT AND APPROVING DOCUMENTS FOR THE ACQUISITION OF STREET RIGHT-OF-WAY AND TEMPORARY CONSTRUCTION EASEMENT AT NW CORNER OF NW 18TH STREET/NW ASH DRIVE INTERSECTION FOR THE NW 18TH STREET RECONSTRUCTION – NW ASH DRIVE TO N ANKENY BOULEVARD PROJECT IN ANKENY, IOWA

WHEREAS, the City of Ankeny has requested that street right-of-way and temporary construction easement be granted by Stonecrest Meadows Townhome Association, Inc. at the NW corner of NW 18th Street/NW Ash Drive intersection to facilitate the construction of the NW 18th Street Reconstruction – NW Ash Drive to N Ankeny Boulevard project in Ankeny, Iowa; and

WHEREAS, the City of Ankeny directed Public Works staff to acquire said street right-of-way and temporary construction easement necessary for the construction of the NW 18th Street Reconstruction – NW Ash Drive to N Ankeny Boulevard project; and

WHEREAS, the City Council of the City of Ankeny, Iowa, deems it to be in the best interest of the City to acquire said street right-of-way and temporary construction easement from Stonecrest Meadows Townhome Association, Inc. at the NW corner of NW 18th Street/NW Ash Drive intersection.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ankeny, Iowa, that the attached Purchase Agreement, Warranty Deed, and Temporary Construction Easement for the completion of the NW 18th Street Reconstruction – NW Ash Drive to N Ankeny Boulevard project are hereby approved, the Mayor is authorized to execute said documents, and the staff is directed to do all things necessary to carry out the intent of this Resolution.

DATED this 6th day of February, 2023.

_____

Mark E. Holm, Mayor

ATTEST:

_____

Michelle Yuska, City Clerk

CITY OF ANKENY, IOWA
OFFER TO PURCHASE

To Seller: Stonecrest Meadows Townhome Association, Inc.
8450 Hickman Road Suite 9
Clive, IA 50325

1. Property Description. The City of Ankeny, Iowa, intends to acquire property in fee title and an easement on property owned by you situated in Ankeny, Iowa, and legally described on the attached exhibit(s), and is, by this reference, made a part hereof.

2. Price. The City of Ankeny agrees to pay $6,300.00, calculated as follows:

Fee Title:	3,150 SF x $1.13 / SF =	$3,560.00
Permanent Easement:	0 SF x $1.13 / SF x 50% =	$ 0.00
Temporary Easement:	2,647 SF x $1.13 / SF x 8% x 1 yr =	$ 240.00
Other Considerations:	Cost to Cure = Loss of Trees	$2,500.00
Total Compensation:	(Rounded Up)	$6,300.00

The City of Ankeny, Iowa will be responsible for all survey, abstracting (if any), recording, and other fees and expenses involved with this project.

3. Purpose of the Acquisition. The acquisition is for the improvement of NW 18th Street from NW Ash Drive to N Ankeny Boulevard Reconstruction Project.

4. Real Estate Taxes. The acquisition shall not affect the liability of the Seller for payment of real estate taxes when due.

5. Possession. Possession shall be upon receipt of funds.

6. Conveyance. Upon payment of the purchase price, Seller shall convey the property to the City of Ankeny, Iowa, in accordance with the form provided by the City.

7. Time is of the Essence. Time is of the essence in this contract.

8. Contract Binding on Successors-in-Interest. This contract shall apply to and bind the successors-in-interest of the Seller, and Seller agrees to warrant good and sufficient title.

9. Execution of Offer. This Offer is executed on behalf of the City of Ankeny, Iowa, and is subject to ratification by the City Council upon its acceptance by Seller.

Dated at Ankeny, Iowa, this 4 day of January, 2023.

REPRESENTING THE CITY OF ANKENY, IOWA

By: _____
Sean Devine, JCG Land Services, Inc.

THIS OFFER IS ACCEPTED on this 4 day of January, 2023.

STONECREST MEADOWS TOWNHOME ASSOCIATION, INC.

By: _____

Title: Association President

By: _____

Title: _____

Approved by the City Council of the City of Ankeny, Iowa on the _____ day of _____, 20_____, by Resolution No. _____.

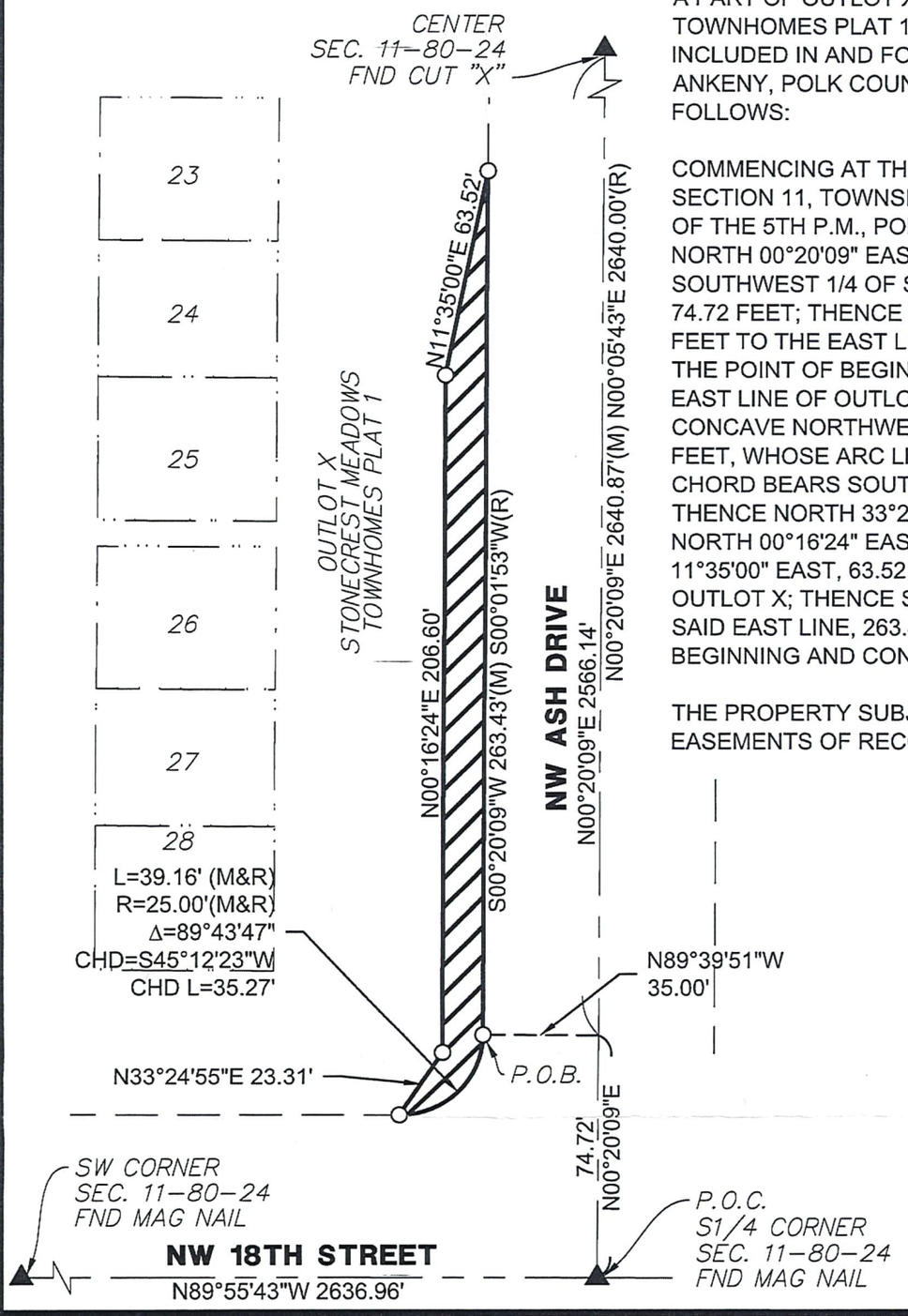
By: _____
Mark E. Holm, Mayor

Attest: _____
Michelle Yuska, City Clerk

INDEX LEGEND
CITY: ANKENY
COUNTY: POLK
PROPERTY: OUTLOT X, STONECREST MEADOWS TOWNHOMES PLAT 1
PROPRIETOR: STONECREST MEADOWS TOWNHOME ASSOCIATION
REQUESTED BY: CITY OF ANKENY
SURVEYOR: JOHN DEWEY
COMPANY: McCLURE
RETURN TO: JOHN DEWEY 1360 NW 121ST STREET, STE A CLIVE, IOWA 50325 / 515-964-1229

ACQUISITION PLAT

ACQ-36



PROPERTY DESCRIPTION:

A PART OF OUTLOT X, STONECREST MEADOWS TOWNHOMES PLAT 1, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY, IOWA, AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH 1/4 CORNER OF SECTION 11, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA; THENCE NORTH 00°20'09" EAST ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 11, A DISTANCE OF 74.72 FEET; THENCE NORTH 89°39'51" WEST, 35.00 FEET TO THE EAST LINE OF SAID OUTLOT X AND TO THE POINT OF BEGINNING; THENCE ALONG SAID EAST LINE OF OUTLOT X AND ALONG A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 39.16 FEET AND WHOSE CHORD BEARS SOUTH 45°12'23" WEST, 35.27 FEET; THENCE NORTH 33°24'55" EAST, 23.31 FEET; THENCE NORTH 00°16'24" EAST, 206.60 FEET; THENCE NORTH 11°35'00" EAST, 63.52 FEET TO THE EAST LINE OF SAID OUTLOT X; THENCE SOUTH 00°20'09" WEST ALONG SAID EAST LINE, 263.43 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.07 ACRES (3,150 S.F.).

THE PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

GENERAL LEGEND

- ACQUISITION AREA
- EXIST PROPERTY LINE
- SECTION LINE
- EXIST EASEMENT

MONUMENTS FOUND:

- ▲ SECTION CORNER (TYPE AS NOTED)
- ● 1/2" REBAR W/ YPC #23252 (UNLESS NOTED OTHERWISE)

MONUMENTS SET:

- ○ 1/2" REBAR W/ YPC #23252

FND	FOUND
BK, PG	BOOK AND PAGE
(M), (R)	MEASURED, RECORDED
R.O.W.	RIGHT-OF-WAY
P.U.E.	PUBLIC UTILITY EASEMENT
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT

McCLURE™
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335 SE Orlabor Road
Ankeny, Iowa 50021
515-512-1361
fax 515-964-2370

N
NORTH
0 25 50
(IN FEET)
1 inch = 50 ft.

LICENSED LAND SURVEYOR
JOHN DEWEY 23252
IOWA

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

SIGNATURE: _____ DATE: 9/19/22
JOHN DEWEY

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2023

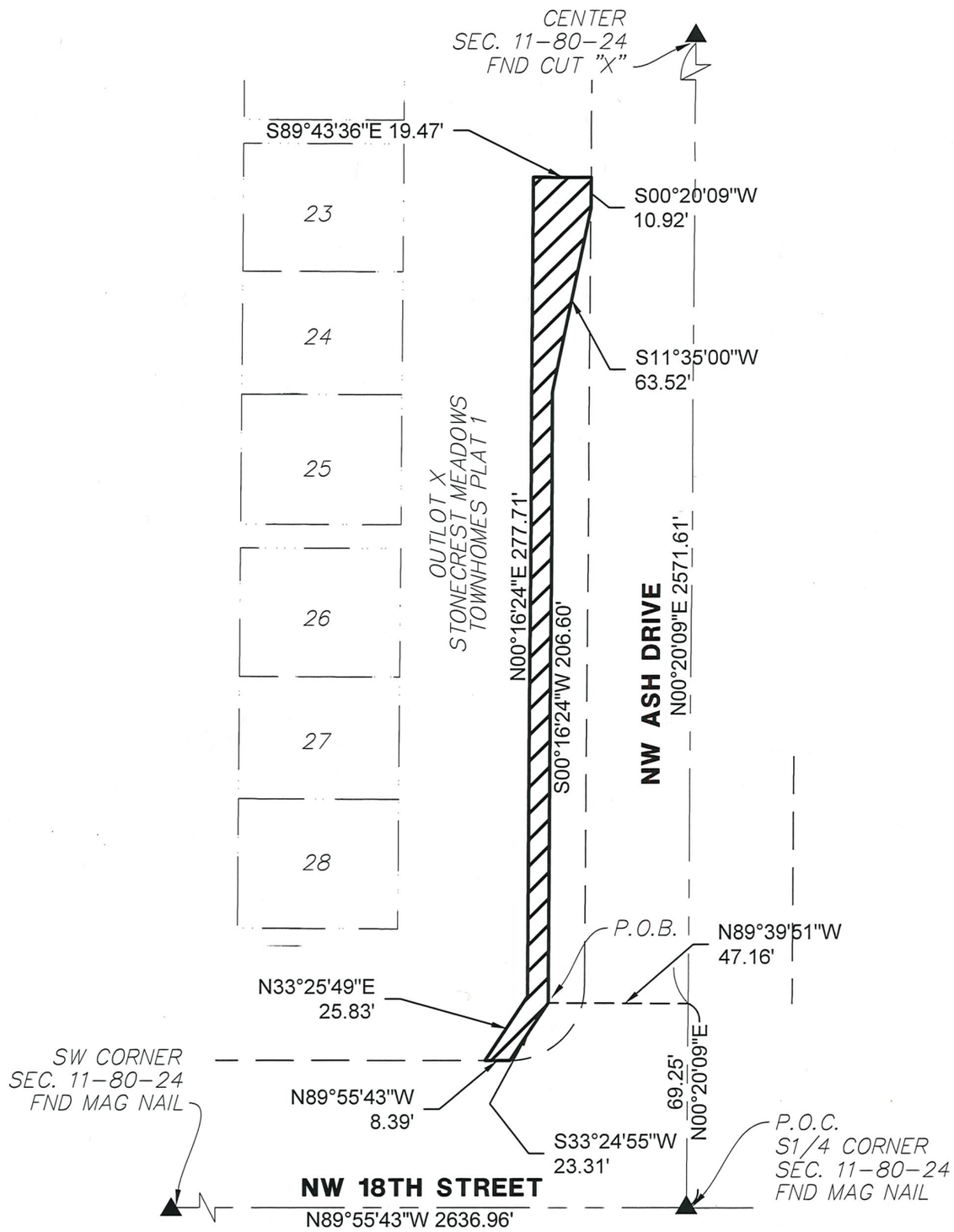
PAGES OR SHEETS COVERED BY THIS SEAL: THIS SHEET

DATE SURVEYED: 10/08/2021

SHEET:01/01

DRAWING PATH: P:\211008-000\06-Drawings\Survey\211008_EXHIBITS.dwg PLOT DATE:09/19/2022 1:07 PM PLOTTED BY:JOHN DEWEY

EASEMENT EXHIBIT



EASEMENT DESCRIPTION:

A PART OF OUTLOT 'X', STONECREST MEADOWS TOWNHOMES PLAT 1, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY, IOWA, AND DESCRIBED AS FOLLOWS:

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N
NORTH

0 25 50
(IN FEET)
1 inch = 50 ft.

LEGEND

- PROPERTY LINE
- SECTION LINE
- ROW LINE
- EASEMENT AREA

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Ankeny, Iowa 50021
515-512-1361

REVISIONS
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.
.

NW 18TH STREET
RECONSTRUCTION
ANKENY/IA
POLK
211008
7/13/2022

ENGINEER S.PORT | DRAWN BY J.DEWEY
SURVEYOR J.DEWEY | CREW CHIEF
SKETCH NO. TE-36

DRAWING PATH: P:\211008-000\06-Drawings\Survey\211008_EXHIBITS.dwg PLOT DATE: 09/19/2022 1:07 PM PLOTTED BY: JOHN DEWEY

WHEN RECORDED RETURN TO:
City of Ankeny
Attn: City Clerk
410 West First Street
Ankeny, IA 50023

Preparer Information: Amy S. Beattie, Brick Gentry P.C., 6701 Westown Parkway, Suite 100, West Des Moines, IA 50266 (515) 274-1450
Taxpayer Information: City of Ankeny, 410 West First Street, Ankeny, IA 50023 (515) 965-6400

WARRANTY DEED

KNOW ALL BY THESE PRESENTS:

The undersigned, Stonecrest Meadows Townhome Association, Inc., an Iowa Corporation, hereinafter referred to as "Grantor", in consideration of the sum of one dollar ($1.00), and other valuable consideration, do hereby sell, grant, and convey unto the City of Ankeny, Iowa, a municipal corporation, of the County of Polk, State of Iowa (hereinafter referred to as "Grantee"), the following described real estate in Polk County, Iowa:

INCLUDED IN AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY, IOWA, AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH 1/4 CORNER OF SECTION 11, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA; THENCE NORTH 00°20'09" EAST ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 11, A DISTANCE OF 74.72 FEET; THENCE NORTH 89°39'51" WEST, 35.00 FEET TO THE EAST LINE OF SAID OUTLOT X AND TO THE POINT OF BEGINNING; THENCE ALONG SAID EAST LINE OF OUTLOT X AND ALONG A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 39.16 FEET AND WHOSE CHORD BEARS SOUTH 45°12'23" WEST, 35.27 FEET; THENCE NORTH 33°24'55" EAST, 23.31 FEET; THENCE NORTH 00°16'24" EAST, 206.60 FEET; THENCE NORTH 11°35'00" EAST, 63.52 FEET TO THE EAST LINE OF SAID OUTLOT X; THENCE SOUTH 00°20'09" WEST ALONG SAID EAST LINE, 263.43 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.07 ACRES (3,150 S.F.).

THE PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

The Grantor does hereby covenant with the said Grantee, and successor-in-interest, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever. The undersigned hereby relinquishes all rights of dower, homestead, and distributive share in and to the real estate.

Words and phrases herein, including acknowledgement hereof, shall be construed as in the singular or plural number, and as masculine, feminine, or neuter gender, according to the context.

This acquisition is for public purposes through the exercise of the power of eminent domain and a Declaration of Value is not required. Iowa Code Sec. 428A.1(2).

There is no known private burial site, well, solid waste disposal site, underground storage tank, hazardous waste, or private sewage disposal system on the property as described in Iowa Code Section 558.69, and therefore the transaction is exempt from the requirement to submit a groundwater hazard statement.

[SIGNATURES ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, we have hereunto affixed our hands this 4 day of January, 20 23.

Stonecrest Meadows Townhome Association, Inc.,
an Iowa Corporation

Russel G. Dempster
Signed

Russel G. Dempster, President
Print Name and Title

Signed

Print Name and Title

SELLER'S ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa }
COUNTY OF Polk } ss:

On this 4 day of January, A.D. 20 23, before me, the undersigned, a Notary Public in and for said State, personally appeared Russel G Dempster, President,

___ to me personally known
or X proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

(NOTARY SEAL) Sean Devine (Sign in Ink)

SEAN DEVINE
Commission Number 834180
My Commission Expires
September 3, 2024

Sean Devine (Print Name)

Notary Public in and for the State of Iowa

CAPACITY CLAIMED BY SIGNER:

___ INDIVIDUAL
X CORPORATE
Title(s) of Corporate Officer(s)
Russel G. Dempster,
President
___ Corporate Seal is affixed
___ No Corporate Seal procured
___ PARTNER(s):
___ Limited Partnership
___ General Partnership
___ ATTORNEY-IN-FACT
___ EXECUTOR(s) or TRUSTEE(s)
___ GUARDIAN(s) or CONSERVATOR(s)
___ OTHER: _____

SIGNER IS REPRESENTING:
List name(s) of entity(ies) or person(s)
Stonecrest Meadows
Townhome Association
_____

ACCEPTANCE BY CITY

STATE OF IOWA, COUNTY OF POLK, ss:

I, _____, City Clerk of the City of Ankeny, Iowa, do hereby certify that the within and foregoing instrument was duly approved and accepted by the City Council of said City by Resolution No. _____, passed on the _____ day of _____, 20_____, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 20_____.

_____
City Clerk of the City of Ankeny, Iowa

INDEX LEGEND
CITY: ANKENY
COUNTY: POLK
PROPERTY: OUTLOT X, STONECREST MEADOWS TOWNHOMES PLAT 1
PROPRIETOR: STONECREST MEADOWS TOWNHOME ASSOCIATION
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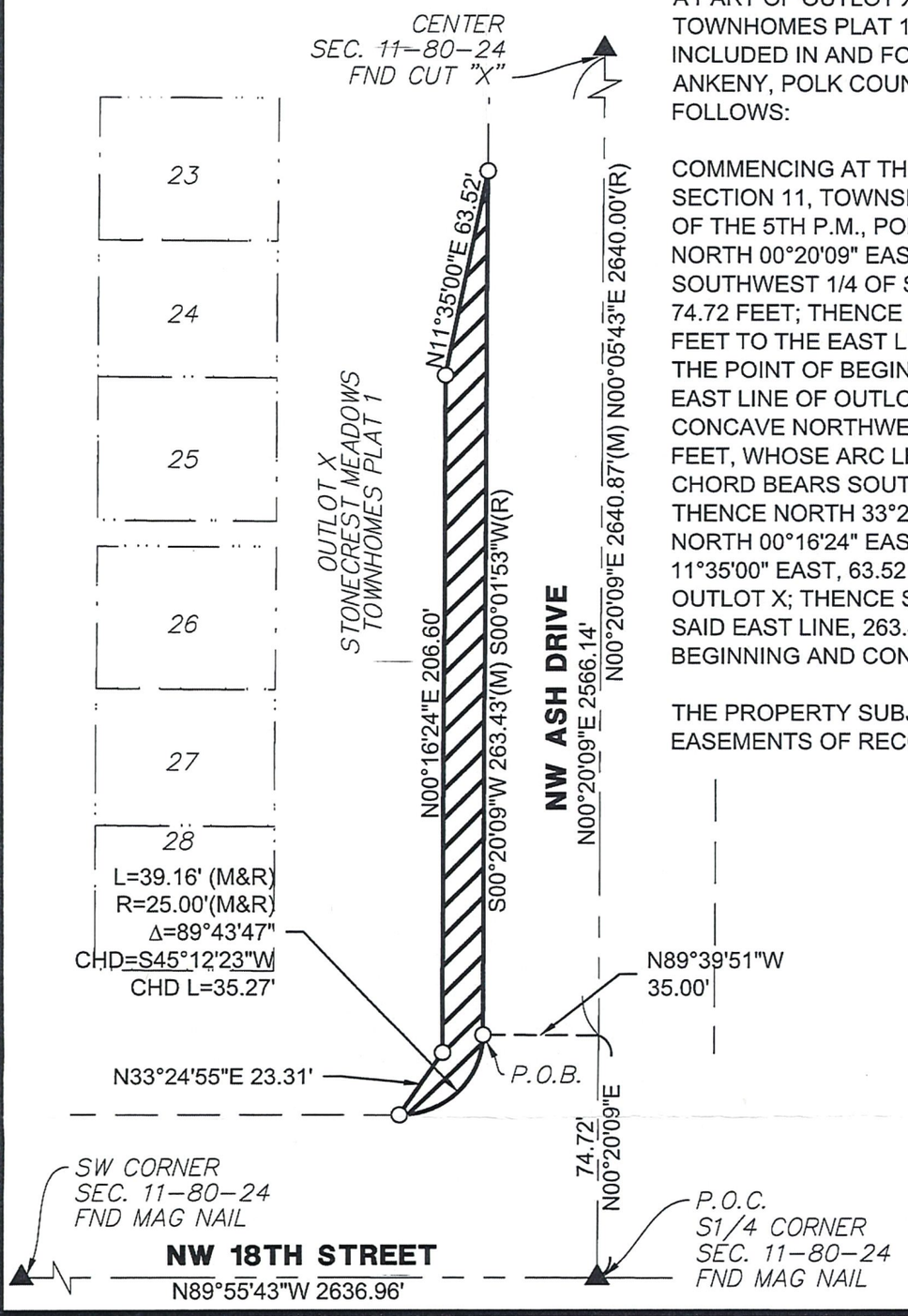
RETURN TO: JOHN DEWEY 1360 NW 121ST STREET, STE A CLIVE, IOWA 50325 / 515-964-1229

ACQUISITION PLAT

ACQ-36



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THE PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

GENERAL LEGEND

- ACQUISITION AREA
- EXIST PROPERTY LINE
- SECTION LINE
- EXIST EASEMENT

MONUMENTS FOUND:

- ▲ SECTION CORNER (TYPE AS NOTED)
- ● 1/2" REBAR W/ YPC #23252 (UNLESS NOTED OTHERWISE)

MONUMENTS SET:

- ○ 1/2" REBAR W/ YPC #23252

FND	FOUND
BK, PG	BOOK AND PAGE
(M), (R)	MEASURED, RECORDED
R.O.W.	RIGHT-OF-WAY
P.U.E.	PUBLIC UTILITY EASEMENT
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT

McCLURE™
making lives better.
335 SE Orlabor Road
Ankeny, Iowa 50021
515-512-1361
fax 515-964-2370

N
NORTH
0 25 50
(IN FEET)
1 inch = 50 ft.

LICENSED LAND SURVEYOR
JOHN DEWEY 23252
IOWA

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

SIGNATURE: _____ DATE: 9/19/22
JOHN DEWEY

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2023

PAGES OR SHEETS COVERED BY THIS SEAL: THIS SHEET

DATE SURVEYED: 10/08/2021

SHEET:01/01

DRAWING PATH: P:\211008-000\06-Drawings\Survey\211008_EXHIBITS.dwg PLOT DATE:09/19/2022 1:07 PM PLOTTED BY:JOHN DEWEY

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL BY THESE PRESENTS:

That Stonecrest Meadows Townhome Association, Inc. (hereinafter referred to as "Grantor"), in consideration of mutual benefit and other valuable consideration in hand paid by the City of Ankeny, Iowa upon final approval and acceptance of this easement do hereby convey unto the City of Ankeny, Iowa, a municipal corporation, in the County of Polk, State of Iowa (hereinafter referred to as "Grantee"), a temporary construction easement over, under, across, and through the following described real estate:

See Attached Temporary Easement Exhibit

That said easement is granted unto the City of Ankeny, Iowa, for the purpose of the access, construction, and installation of the following described public improvement:

NW 18th Street Reconstruction – NW Ash Dr. to N Ankeny Blvd.

In connection herewith it is specifically agreed that by this easement, the Grantee shall have the right to enter upon said premises as shall be necessary to construct, inspect, and repair, any and all of said improvements and all appurtenances thereto, together with the right to use said improvements as it deems necessary.

The Grantee shall restore said described land to a satisfactory condition after construction and/or repair in satisfactory condition pursuant to the plan for the public improvement.

This easement shall be for the period of time necessary to construct this improvement and will expire upon the date of final acceptance of the project by the City Council of the Grantee; provided, however, the Grantee shall have the right to access the real estate after said date for the sole purpose of seeding and surface restoration. Such access shall not interfere with the rights of the Grantor to the use and enjoyment of said real estate.

That the Grantor does hereby covenant with the said Grantee, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to grant this Easement, subject to restrictive covenants, easements, encumbrances, and liens of record.

IN WITNESS WHEREOF, we have hereunto affixed our hands this 4 day of January, 2022.

STONECREST MEADOWS TOWNHOME ASSOCIATION, INC.

Russel G. Dempster
Signed

Russel G. Dempster President
Print Name and Title

Signed

Print Name and Title

SELLER'S ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa }
COUNTY OF Polk } ss:

On this 4 day of January, A.D. 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared Russel G. Dempster, President,

___ to me personally known
or X proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

(NOTARY SEAL) Sean Devine (Sign in Ink)

Sean Devine (Print Name)

Notary Public in and for the State of Iowa

SEAN DEVINE
Commission Number 834180
My Commission Expires
September 3, 2024

CAPACITY CLAIMED BY SIGNER:

___ INDIVIDUAL
X CORPORATE
Title(s) of Corporate Officer(s)
Russel G. Dempster, President
___ Corporate Seal is affixed
___ No Corporate Seal procured
___ PARTNER(S):
___ Limited Partnership
___ General Partnership
___ ATTORNEY-IN-FACT
___ EXECUTOR(s) or TRUSTEE(s)
___ GUARDIAN(s) or CONSERVATOR(s)
___ OTHER: _____

SIGNER IS REPRESENTING:
List name(s) of entity(ies) or person(s)
Stonecrest Meadows Townhome Association, Inc.

ACCEPTANCE BY CITY

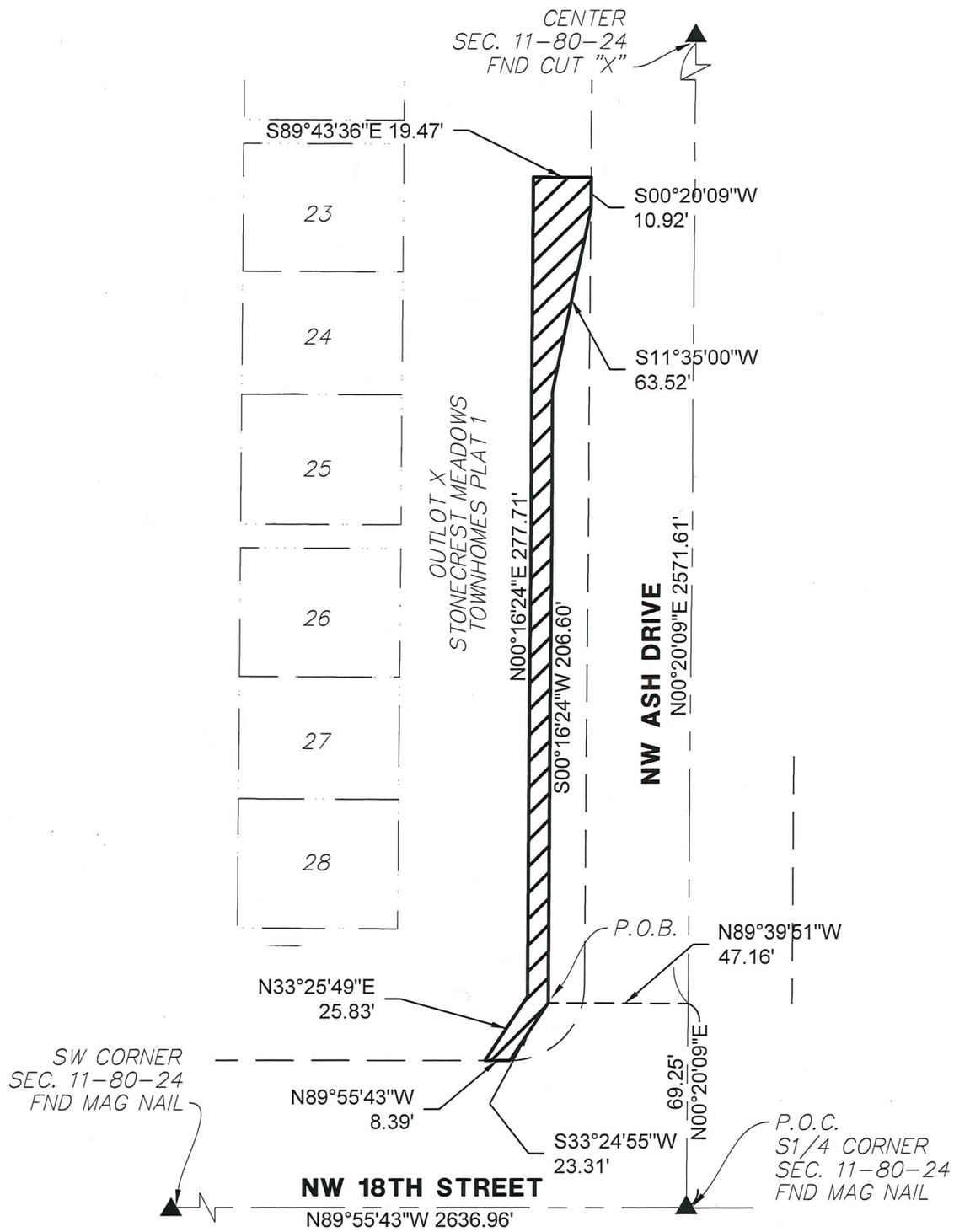
STATE OF IOWA, COUNTY OF POLK, ss:

I, Michelle Yuska, City Clerk of the City of Ankeny, Iowa, do hereby certify that the within and foregoing instrument was duly approved and accepted by the City Council of said City by Resolution No. _____, passed on the _____ day of _____, 20_____, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 20_____.

City Clerk of the City of Ankeny, Iowa

EASEMENT EXHIBIT



EASEMENT DESCRIPTION:

A PART OF OUTLOT 'X', STONECREST MEADOWS TOWNHOMES PLAT 1, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY, IOWA, AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH 1/4 CORNER OF SECTION 11, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA; THENCE NORTH 00°20'9" EAST ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 11, A DISTANCE OF 69.25 FEET; THENCE NORTH 89°39'51" WEST, 47.16 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 33°24'55" WEST, 23.31 FEET TO THE SOUTH LINE OF SAID OUTLOT 'X': THENCE NORTH 89°55'43" WEST ALONG SAID SOUTH LINE, 8.39 FEET; THENCE NORTH 33°25'49" EAST, 25.83 FEET; THENCE NORTH 00°16'24" EAST, 277.71 FEET; THENCE SOUTH 89°43'36" EAST, 19.47 FEET TO THE EAST LINE OF SAID OUTLOT 'X'; THENCE SOUTH 00°20'09" WEST ALONG SAID EAST LINE, 10.92 FEET; THENCE SOUTH 11°35'00" WEST, 63.52 FEET; THENCE SOUTH 00°16'24" WEST, 206.60 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.06 ACRES (2,647 S.F.).

N
NORTH

0 25 50
(IN FEET)
1 inch = 50 ft.

LEGEND

- PROPERTY LINE
- SECTION LINE
- ROW LINE
- EASEMENT AREA

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335 SE Oralabor Road
Ankeny, Iowa 50021
515-512-1361

REVISIONS
.
.
.

NW 18TH STREET
RECONSTRUCTION
ANKENY/IA
POLK
211008
7/13/2022

ENGINEER S.PORT | DRAWN BY J.DEWEY
SURVEYOR J.DEWEY | CREW CHIEF
SKETCH NO. TE-36

DRAWING PATH: P:\211008-000\06-Drawings\Survey\211008_EXHIBITS.dwg PLOT DATE: 09/19/2022 1:07 PM PLOTTED BY: JOHN DEWEY

ANKENY CITY COUNCIL

City Council Agenda

February 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:
Public Works	Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Consider motion to adopt a **RESOLUTION** accepting a purchase agreement and approving documents for the acquisition of street right-of-way and temporary construction easement for the Oralabor Gateway Trail-SW State Street Grade Separated Crossing and SW Oralabor Road and SW State Street Safety Improvements project in Ankeny, Iowa. (Hurd Industrial SPE, LLC)

EXECUTIVE SUMMARY:

The action before the council is the adoption of a Resolution accepting street right-of-way and temporary construction easement from Hurd Industrial SPE, LLC to facilitate the construction of the Oralabor Gateway Trail-SW State Street Grade Separated Crossing and SW Oralabor Road and SW State Street Safety Improvements project.

FISCAL IMPACT: **No**

The total compensation for the street right-of-way and temporary construction easement is $41,266,83.00. The cost for the street right-of-way and temporary construction easement is part of the project costs for the Oralabor Gateway Trail-SW State Street Grade Separated Crossing and SW Oralabor Road and SW State Street Safety Improvements project included in the current Capital Improvement Program.

CITY MANAGER'S RECOMMENDATIONS:

Approve the motion to adopt a RESOLUTION accepting temporary construction easement from Hurd Industrial SPE, LLC to facilitate the construction of the Oralabor Gateway Trail-SW State Street Grade Separated Crossing and SW Oralabor Road and SW State Street Safety Improvements project in Ankeny, Iowa.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

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.

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Resolution
Purchase Agreement
Warranty Deed
Temporary Construction Easement

RESOLUTION 2023-XXX

A RESOLUTION ACCEPTING A PURCHASE AGREEMENT AND APPROVING DOCUMENTS FOR THE ACQUISITION OF STREET RIGHT-OF-WAY AND TEMPORARY CONSTRUCTION EASEMENT AT 2510 SW STATE STREET FOR THE ORALABOR GATEWAY TRAIL-SW STATE STREET GRADE SEPARATED CROSSING AND SW ORALABOR ROAD AND SW STATE STREET SAFETY IMPROVEMENTS PROJECT IN ANKENY, IOWA

WHEREAS, the City of Ankeny has requested that street right-of-way and temporary construction easement be granted by Hurd Industrial SPE, LLC at 2510 SW State Street to facilitate the construction of the Oralabor Gateway Trail-SW State Street Grade Separated Crossing and SW Oralabor Road and SW State Street Safety Improvements project in Ankeny, Iowa; and

WHEREAS, the City of Ankeny directed Public Works staff to acquire said street right-of-way and temporary construction easement necessary for the construction of the Oralabor Gateway Trail-SW State Street Grade Separated Crossing and SW Oralabor Road and SW State Street Safety Improvements project; and

WHEREAS, the City Council of the City of Ankeny, Iowa, deems it to be in the best interest of the City to acquire said street right-of-way and temporary construction easement from Hurd Industrial SPE, LLC at 2510 SW State Street.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ankeny, Iowa, that the attached Purchase Agreement, Warranty Deed, and Temporary Construction Easement for the completion of the Oralabor Gateway Trail-SW State Street Grade Separated Crossing and SW Oralabor Road and SW State Street Safety Improvements project are hereby approved, the Mayor is authorized to execute said documents, and the staff is directed to do all things necessary to carry out the intent of this Resolution.

DATED this 6th day of February, 2023.

_____

Mark E. Holm, Mayor

ATTEST:

_____

Michelle Yuska, City Clerk

CITY OF ANKENY, IOWA
OFFER TO PURCHASE

To Seller: HURD INDUSTRIAL SPE, LLC, a Delaware limited liability company
5820 Westown Pkwy
West Des Moines, IA 50266-8223

1. Property Description. The City of Ankeny, Iowa, intends to acquire property in fee title and an easement on the property owned by you situated in Ankeny, Iowa, and legally described on the attached acquisition plat and temporary easement exhibit, and is, by this reference, made a part hereof.

2. Price. The City of Ankeny agrees to pay $41,266.83, calculated as follows:

Fee Title:	625 SF x $15.00/SF =	$ 9,375.00
Permanent Easement:	0 SF x $15.00/SF x 50% =	$ 0.00
Temporary Easement:	6,705 SF x $15.00/SF x 8% x 1.5 years =	$12,070.00
Other Considerations:	Cost to Cure = 2 trees and 5 bushes	$ 1,375.00
Irrigation Estimate		$ 7,321.83
Cost to Cure		$ 11,125.00
Total Compensation:	(Rounded Up)	$41,266.83

The City of Ankeny, Iowa will be responsible for all survey, abstracting (if any), recording, and other fees and expenses involved with this project.

3. Purpose of the Acquisition. The acquisition is for the improvement of the Oralabor Gateway Trail and SW Oralabor Road/SW State Street Intersection Safety Improvement project.

4. Real Estate Taxes. The acquisition shall not affect the liability of the Seller for payment of real estate taxes when due.

5. Possession. Possession shall be upon receipt of funds.

6. Conveyance. Upon payment of the purchase price, Seller shall convey the property to the City of Ankeny, Iowa, in accordance with the form provided by the City.

7. Time is of the Essence. Time is of the essence in this contract.

8. Contract Binding on Successors-in-Interest. This contract shall apply to and bind the successors-in-interest of the Seller, and Seller agrees to warrant good and sufficient title.

9. Execution of Offer. This Offer is executed on behalf of the City of Ankeny, Iowa, and is subject to ratification by the City Council upon its acceptance by Seller.

Dated at Ankeny, Iowa, this 6th day of January, 2023.

REPRESENTING THE CITY OF ANKENY, IOWA

By: _____
Brandon Nolting, JCG Land Services, Inc.

THIS OFFER IS ACCEPTED on this 3rd day of January, 2023.

HURD INDUSTRIAL SPE, LLC

By: Hurd Industrial, L.L.C., an Iowa limited liability company, its Manager

By: _____
Title: Richard Hurd, Manager

Approved by the City Council of the City of Ankeny, Iowa on the _____ day of _____, 20_____, by Resolution No. _____.

By: _____
Mark E. Holm, Mayor

Attest: _____
Michelle Yuska, City Clerk

ACQUISITION PLAT

PREPARED FOR

CITY OF ANKENY
PUBLIC WORKS DEPARTMENT
1210 NW PRAIRIE RIDGE DRIVE
ANKENY, IOWA 50023

PROPRIETOR

REAL ESTATE DEPT
HURD INDUSTRIAL SPE LLC
5820 WESTOWN PKWY
WEST DES MOINES, IA 50266-8223

LEGEND

	SUBJECT ACQUISITION AREA
	EXISTING BOUNDARY LINE
●	FOUND MONUMENT 1/2" IP UNLESS OTHERWISE NOTED
O	SET MONUMENT 5/8" IR WITH RED CAP #18530
IR	ROUND IRON REBAR (OUTSIDE DIAMETER)
IP	ROUND IRON PIPE (OUTSIDE DIAMETER)

NORTH

50 0 25

SCALE

SUBJECT PROPERTY LEGAL DESCRIPTION

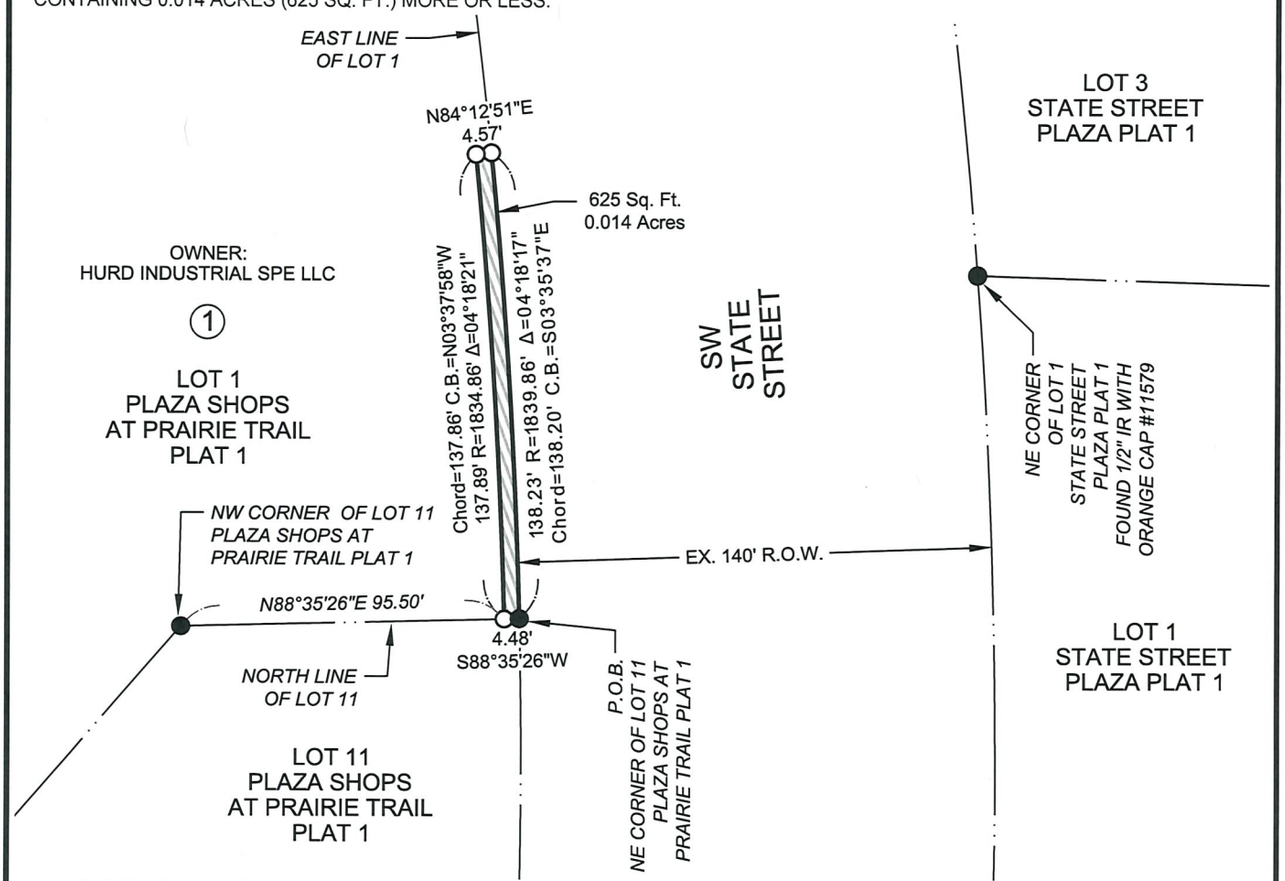
LOT 1, PLAZA SHOPS AT PRAIRIE TRAIL PLAT 1, AN OFFICIAL PLAT, LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA.

DESCRIPTION OF ACQUISITION AREA

THAT PART OF LOT 1, PLAZA SHOPS AT PRAIRIE TRAIL PLAT 1, AN OFFICIAL PLAT, LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 11, PLAZA SHOPS AT PRAIRIE TRAIL PLAT 1, AN OFFICIAL PLAT, LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA; THENCE SOUTH 88 DEGREES 35 MINUTES 26 SECONDS WEST, ALONG THE NORTH LINE OF SAID LOT 11, A DISTANCE OF 4.48 FEET; THENCE NORTHWESTERLY 137.89 FEET ALONG A CURVE TO THE LEFT, NOT TANGENT TO THE LAST DESCRIBED LINE, HAVING A RADIUS OF 1834.86 FEET, A DELTA ANGLE OF 04 DEGREES 18 MINUTES 21 SECONDS AND A CHORD DISTANCE OF 137.86 FEET WHICH BEARS NORTH 03 DEGREES 37 MINUTES 58 SECONDS WEST; THENCE NORTH 84 DEGREES 12 MINUTES 51 SECONDS EAST, NOT TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 4.57 FEET, TO THE EAST LINE OF SAID LOT 1; THENCE SOUTHEASTERLY 138.23 FEET ALONG A CURVE TO THE RIGHT, NOT TANGENT TO THE LAST DESCRIBED LINE, ALONG SAID EAST LINE OF LOT 1, HAVING A RADIUS OF 1839.86 FEET, A DELTA ANGLE OF 04 DEGREES 18 MINUTES 17 SECONDS AND A CHORD DISTANCE OF 138.20 FEET WHICH BEARS SOUTH 03 DEGREES 35 MINUTES 37 SECONDS EAST, TO SAID NORTH LINE OF LOT 11 AND THE POINT OF BEGINNING.

CONTAINING 0.014 ACRES (625 SQ. FT.) MORE OR LESS.



CERTIFICATION

THAREN J. HELGERSON LICENSED 18530 PROFESSIONAL LAND SURVEYOR IOWA

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly Licensed Professional Land Surveyor under the laws of the State of Iowa.

Signature: _____

Name: Tharen J. Helgerson, P.L.S. No. 18530 Date

My license renewal date is December 31, 2022 Date of survey: 01/12/22

Pages or sheets covered by this seal: This sheet only

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

PROJECT: INTERSECTION SAFETY & PEDESTRIAN IMPROVEMENTS	NAI No.: 21270	DRAWN BY: TJH	DWG No.: 1/1
LOCATION: SW ORALABOR ROAD / SW STATE STREET | ANKENY, IOWA	DATE: 06/24/22	CHECKED BY: JHP	SHEET TITLE: 01-RW

V:\NAI 2017\Projects 2017\21270\dwg\21270-RW.dwg

TEMPORARY EASEMENT EXHIBIT

PREPARED FOR

CITY OF ANKENY
PUBLIC WORKS DEPARTMENT
1210 NW PRAIRIE RIDGE DRIVE
ANKENY, IOWA 50023

PROPRIETOR

REAL ESTATE DEPT
HURD INDUSTRIAL SPE LLC
5820 WESTOWN PKWY
WEST DES MOINES, IA 50266-8223

LEGEND

SUBJECT EASEMENT AREA

EXISTING BOUNDARY LINE

NORTH

50 0 25

SCALE

SUBJECT PROPERTY LEGAL DESCRIPTION

LOT 1, PLAZA SHOPS AT PRAIRIE TRAIL PLAT 1, AN OFFICIAL PLAT, LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA.

DESCRIPTION OF TEMPORARY EASEMENT AREA

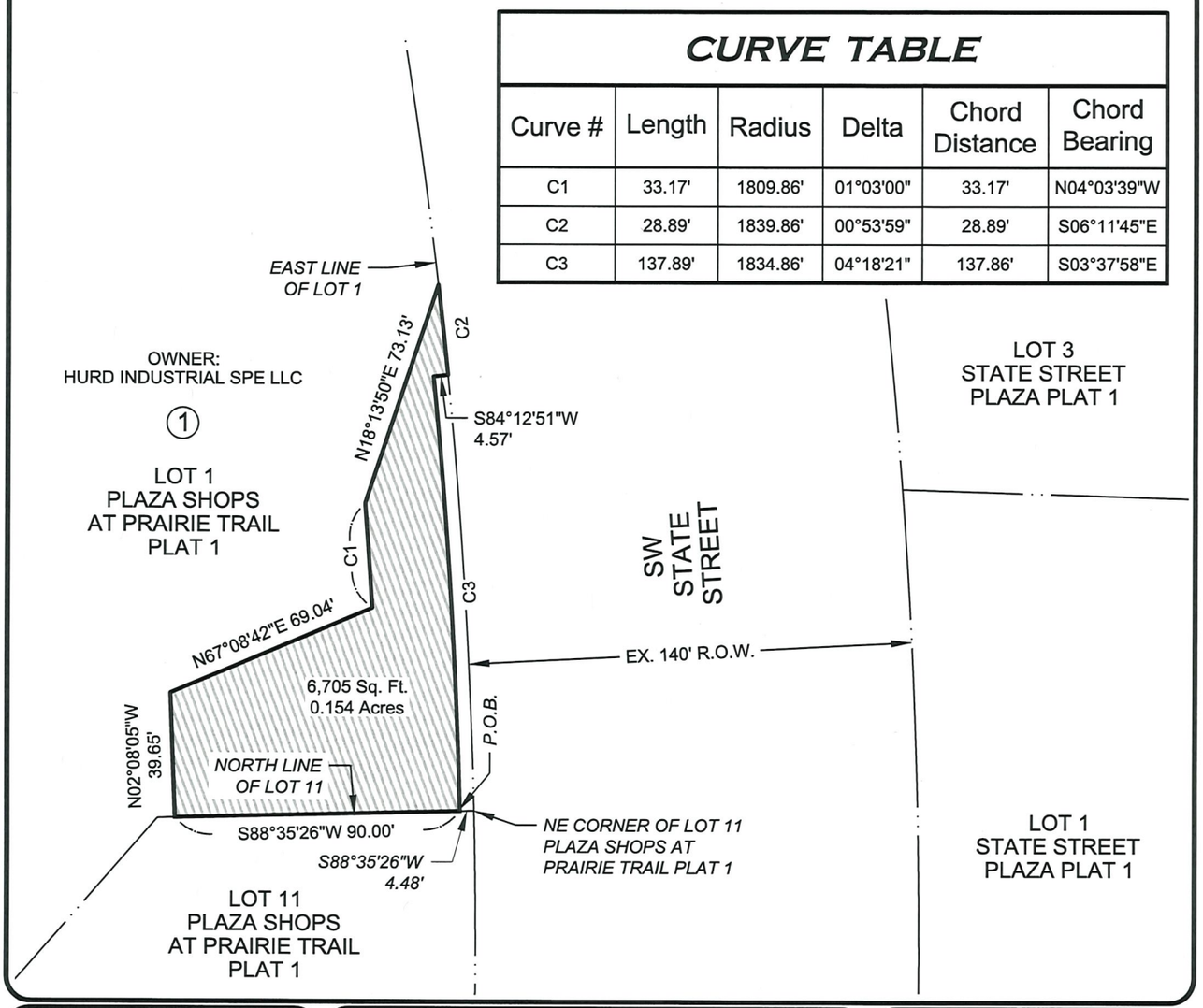
THAT PART OF LOT 1, PLAZA SHOPS AT PRAIRIE TRAIL PLAT 1, AN OFFICIAL PLAT, LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 11, PLAZA SHOPS AT PRAIRIE TRAIL PLAT 1, AN OFFICIAL PLAT, LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA; THENCE SOUTH 88 DEGREES 35 MINUTES 26 SECONDS WEST, A DISTANCE OF 4.48 FEET, TO THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 35 MINUTES 26 SECONDS WEST, A DISTANCE OF 90.00 FEET; THENCE NORTH 02 DEGREES 08 MINUTES 05 SECONDS WEST, A DISTANCE OF 39.65 FEET; THENCE NORTH 67 DEGREES 08 MINUTES 42 SECONDS EAST, A DISTANCE OF 69.04 FEET; THENCE NORTHWESTERLY 33.17 FEET ALONG A CURVE TO THE LEFT, NOT TANGENT TO THE LAST DESCRIBED LINE, HAVING A RADIUS OF 1809.86 FEET, A DELTA ANGLE OF 01 DEGREE 03 MINUTES 00 SECONDS AND A CHORD DISTANCE OF 33.17 FEET WHICH BEARS NORTH 04 DEGREES 03 MINUTES 39 SECONDS WEST; THENCE NORTH 18 DEGREES 13 MINUTES 50 SECONDS EAST, NOT TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 73.13 FEET; THENCE SOUTHEASTERLY 28.89 FEET ALONG A CURVE TO THE RIGHT, NOT TANGENT TO THE LAST DESCRIBED LINE, HAVING A RADIUS OF 1839.86 FEET, A DELTA ANGLE OF 00 DEGREES 53 MINUTES 59 SECONDS AND A CHORD DISTANCE OF 28.89 FEET WHICH BEARS SOUTH 06 DEGREES 11 MINUTES 45 SECONDS EAST; THENCE SOUTH 84 DEGREES 12 MINUTES 51 SECONDS WEST, NOT TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 4.57 FEET; THENCE SOUTHEASTERLY 137.89 FEET ALONG A CURVE TO THE RIGHT, NOT TANGENT TO THE LAST DESCRIBED LINE, HAVING A RADIUS OF 1834.86 FEET, A DELTA ANGLE OF 04 DEGREES 18 MINUTES 21 SECONDS AND A CHORD DISTANCE OF 137.86 FEET WHICH BEARS SOUTH 03 DEGREES 37 MINUTES 58 SECONDS EAST, TO THE POINT OF BEGINNING.

CONTAINING 0.154 ACRES (6,705 SQ. FT.) MORE OR LESS.

CURVE TABLE

Curve #	Length	Radius	Delta	Chord Distance	Chord Bearing
C1	33.17'	1809.86'	01°03'00"	33.17'	N04°03'39"W
C2	28.89'	1839.86'	00°53'59"	28.89'	S06°11'45"E
C3	137.89'	1834.86'	04°18'21"	137.86'	S03°37'58"E



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

PROJECT: INTERSECTION SAFETY & PEDESTRIAN IMPROVEMENTS		NAI No.: 21270	DRAWN BY: TJH	DWG No.: 1/1
LOCATION: SW ORALABOR ROAD / SW STATE STREET | ANKENY, IOWA		DATE: 06/24/22	CHECKED BY: JHP	SHEET TITLE: 01-TE

V:\NAI 2017\Projects 2017\21270\dwg\21270-RW.dwg

WHEN RECORDED RETURN TO:
City of Ankeny
Attn: City Clerk
410 West First Street
Ankeny, IA 50023

Preparer Information: Amy S. Beattie, Brick Gentry P.C., 6701 Westown Parkway, Suite 100, West Des Moines, IA 50266 (515) 274-1450
Taxpayer Information: City of Ankeny, 410 West First Street, Ankeny, IA 50023 (515) 965-6400

WARRANTY DEED

KNOW ALL BY THESE PRESENTS:

The undersigned, Hurd Industrial SPE, LLC, a Delaware Limited Liability Company, hereinafter referred to as "Grantor", in consideration of the sum of one dollar ($1.00), and other valuable consideration, do hereby sell, grant, and convey unto the City of Ankeny, Iowa, a municipal corporation, of the County of Polk, State of Iowa (hereinafter referred to as "Grantee"), the following described real estate in Polk County, Iowa:

DESCRIPTION OF ACQUISITION AREA
THAT PART OF LOT 1, PLAZA SHOPS AT PRAIRIE TRAIL PLAT 1, AN OFFICIAL PLAT, LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 11, PLAZA SHOPS AT PRAIRIE TRAIL PLAT 1, AN OFFICIAL PLAT, LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA; THENCE SOUTH 88 DEGREES 35 MINUTES 26 SECONDS WEST, ALONG THE NORTH LINE OF SAID LOT 11, A DISTANCE OF 4.48 FEET; THENCE NORTHWESTERLY 137.89 FEET ALONG A CURVE TO THE LEFT, NOT TANGENT TO THE LAST DESCRIBED LINE, HAVING A RADIUS OF 1834.86 FEET, A DELTA ANGLE OF 04 DEGREES 18 MINUTES 21 SECONDS AND A CHORD DISTANCE OF 137.86 FEET WHICH BEARS NORTH 03 DEGREES 37 MINUTES 58 SECONDS WEST; THENCE NORTH 84 DEGREES 12 MINUTES 51 SECONDS EAST, NOT TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 4.57 FEET, TO THE EAST LINE OF SAID LOT 1; THENCE SOUTHEASTERLY 138.23 FEET ALONG A CURVE TO THE RIGHT, NOT TANGENT TO THE LAST DESCRIBED LINE, ALONG SAID EAST LINE OF LOT 1, HAVING A RADIUS OF 1839.86 FEET, A DELTA ANGLE OF 04 DEGREES 18 MINUTES

17 SECONDS AND A CHORD DISTANCE OF 138.20 FEET WHICH BEARS SOUTH 03 DEGREES 35 MINUTES 37 SECONDS EAST, TO SAID NORTH LINE OF LOT 11 AND THE POINT OF BEGINNING.

CONTAINING 0.014 ACRES (625 SQ. FT.) MORE OR LESS.

The Grantor does hereby covenant with the said Grantee, and successor-in-interest, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances except all easements, restrictions, and other documents of record; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever. The undersigned hereby relinquishes all rights of dower, homestead, and distributive share in and to the real estate.

Words and phrases herein, including acknowledgement hereof, shall be construed as in the singular or plural number, and as masculine, feminine, or neuter gender, according to the context.

This acquisition is for public purposes through the exercise of the power of eminent domain and a Declaration of Value is not required. Iowa Code Sec. 428A.1(2).

[SIGNATURES ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, we have hereunto affixed our hands this 2nd day of January, 2023.

Hurd Industrial SPE, LLC, a Delaware
Limited Liability Company

By: Hurd Industrial, L.L.C., an Iowa limited liability company, its Manager

By: _____
Richard Hurd, Manager

SELLER'S ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa }
COUNTY OF Polk } ss:

On this 2nd day of January, A.D. 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared Richard Hurd,

X to me personally known
or __proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

(NOTARY SEAL) Emily Van Kley (Sign in Ink)

EMILY VAN KLEY
Commission Number 833822
My Commission Expires
August 18, 2024

Emily Van Kley (Print Name)

Notary Public in and for the State of Iowa

CAPACITY CLAIMED BY SIGNER:

___INDIVIDUAL
X CORPORATE
Title(s) of Corporate Officer(s) Richard Hurd - Manager
___Corporate Seal is affixed
___No Corporate Seal procured
___PARTNER(s):
___Limited Partnership
___General Partnership
___ATTORNEY-IN-FACT
___EXECUTOR(s) or TRUSTEE(s)
___GUARDIAN(s) or CONSERVATOR(s)
___OTHER: _____

SIGNER IS REPRESENTING:
List name(s) of entity(ies) or person(s)
Richard Hurd - Manager

ACCEPTANCE BY CITY

STATE OF IOWA, COUNTY OF POLK, ss:

I, _____, City Clerk of the City of Ankeny, Iowa, do hereby certify that the within and foregoing instrument was duly approved and accepted by the City Council of said City by Resolution No. _____, passed on the _____day of _____, 20_____, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____day of _____, 20_____.

_____
City Clerk of the City of Ankeny, Iowa

ACQUISITION PLAT

PREPARED FOR

CITY OF ANKENY
PUBLIC WORKS DEPARTMENT
1210 NW PRAIRIE RIDGE DRIVE
ANKENY, IOWA 50023

PROPRIETOR

REAL ESTATE DEPT
HURD INDUSTRIAL SPE LLC
5820 WESTOWN PKWY
WEST DES MOINES, IA 50266-8223

LEGEND

	SUBJECT ACQUISITION AREA
	EXISTING BOUNDARY LINE
●	FOUND MONUMENT 1/2" IP UNLESS OTHERWISE NOTED
O	SET MONUMENT 5/8" IR WITH RED CAP #18530
IR	ROUND IRON REBAR (OUTSIDE DIAMETER)
IP	ROUND IRON PIPE (OUTSIDE DIAMETER)

NORTH

50 0 25

SCALE

SUBJECT PROPERTY LEGAL DESCRIPTION

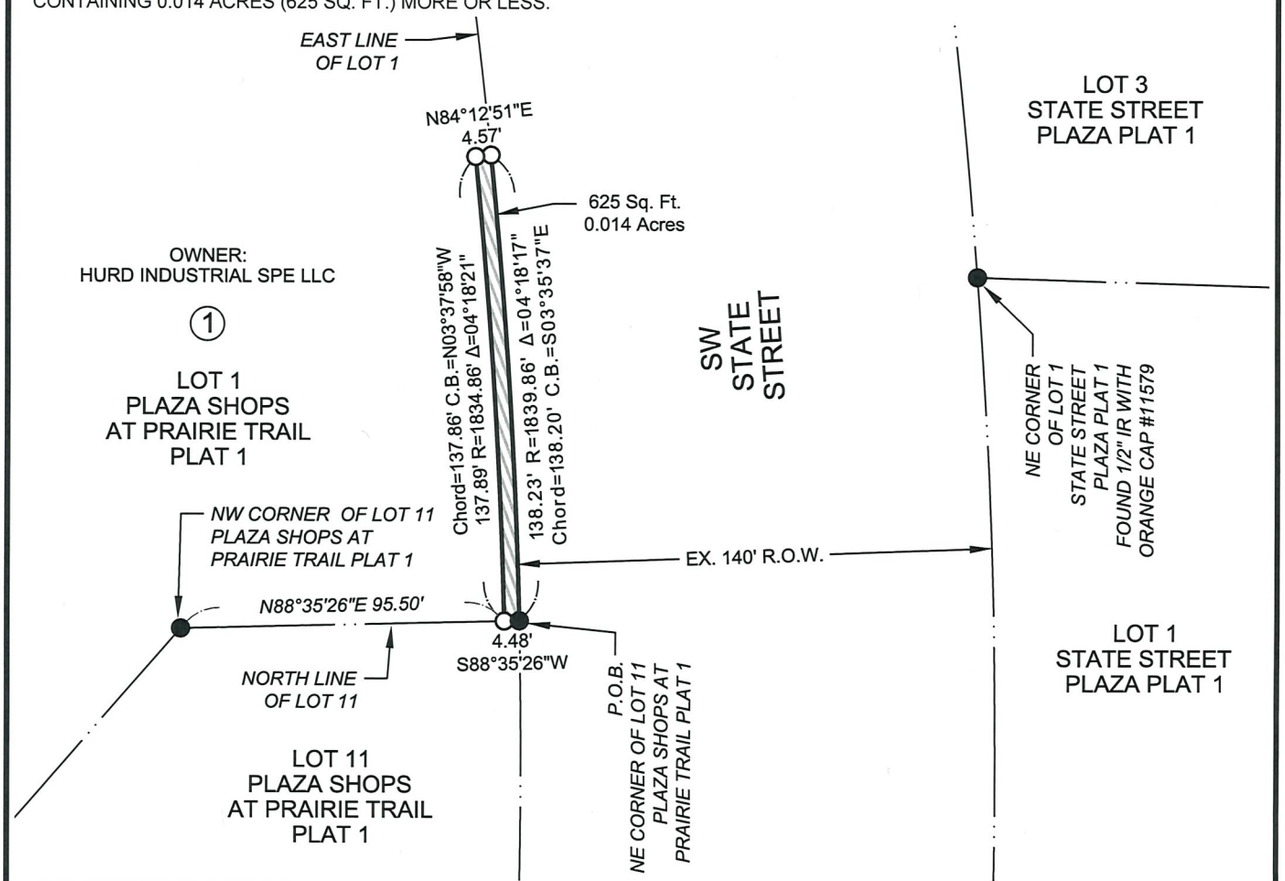
LOT 1, PLAZA SHOPS AT PRAIRIE TRAIL PLAT 1, AN OFFICIAL PLAT, LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA.

DESCRIPTION OF ACQUISITION AREA

THAT PART OF LOT 1, PLAZA SHOPS AT PRAIRIE TRAIL PLAT 1, AN OFFICIAL PLAT, LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 11, PLAZA SHOPS AT PRAIRIE TRAIL PLAT 1, AN OFFICIAL PLAT, LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA; THENCE SOUTH 88 DEGREES 35 MINUTES 26 SECONDS WEST, ALONG THE NORTH LINE OF SAID LOT 11, A DISTANCE OF 4.48 FEET; THENCE NORTHWESTERLY 137.89 FEET ALONG A CURVE TO THE LEFT, NOT TANGENT TO THE LAST DESCRIBED LINE, HAVING A RADIUS OF 1834.86 FEET, A DELTA ANGLE OF 04 DEGREES 18 MINUTES 21 SECONDS AND A CHORD DISTANCE OF 137.86 FEET WHICH BEARS NORTH 03 DEGREES 37 MINUTES 58 SECONDS WEST; THENCE NORTH 84 DEGREES 12 MINUTES 51 SECONDS EAST, NOT TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 4.57 FEET, TO THE EAST LINE OF SAID LOT 1; THENCE SOUTHEASTERLY 138.23 FEET ALONG A CURVE TO THE RIGHT, NOT TANGENT TO THE LAST DESCRIBED LINE, ALONG SAID EAST LINE OF LOT 1, HAVING A RADIUS OF 1839.86 FEET, A DELTA ANGLE OF 04 DEGREES 18 MINUTES 17 SECONDS AND A CHORD DISTANCE OF 138.20 FEET WHICH BEARS SOUTH 03 DEGREES 35 MINUTES 37 SECONDS EAST, TO SAID NORTH LINE OF LOT 11 AND THE POINT OF BEGINNING.

CONTAINING 0.014 ACRES (625 SQ. FT.) MORE OR LESS.



CERTIFICATION

THAREN J. HELGERSON LICENSED 18530 IOWA PROFESSIONAL LAND SURVEYOR

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly Licensed Professional Land Surveyor under the laws of the State of Iowa.

Signature: _____

Name: Tharen J. Helgerson, P.L.S. No. 18530 Date

My license renewal date is December 31, 2022 Date of survey: 01/12/22

Pages or sheets covered by this seal: This sheet only

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

PROJECT: INTERSECTION SAFETY & PEDESTRIAN IMPROVEMENTS	NAI No.: 21270	DRAWN BY: TJH	DWG No.: 1/1
LOCATION: SW ORALABOR ROAD / SW STATE STREET | ANKENY, IOWA	DATE: 06/24/22	CHECKED BY: JHP	SHEET TITLE: 01-RW

V:\NAI 2017\Projects 2017\21270\dwg\21270-RW.dwg

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL BY THESE PRESENTS:

The undersigned, Hurd Industrial SPE, LLC, a Delaware Limited Liability Company, (hereinafter referred to as "Grantor"), in consideration of mutual benefit and other valuable consideration in hand paid by the City of Ankeny, Iowa upon final approval and acceptance of this easement do hereby convey unto the City of Ankeny, Iowa, a municipal corporation, in the County of Polk, State of Iowa (hereinafter referred to as "Grantee"), a temporary construction easement under, across, and through the following described real estate:

See Attached Temporary Easement Exhibit

The above-described easement is granted unto the City of Ankeny, Iowa, for the purpose of the access, construction, and installation of the following described public improvements:

Oralabor Gateway Trail and SW Oralabor Road/SW State Street Intersection Safety Improvements

In connection herewith it is specifically agreed that by this easement, the Grantee shall have the right to enter upon said premises as shall be necessary to construct, inspect, and repair, any and all of said improvements and all appurtenances thereto, together with the right to use said improvements as it deems necessary; provided, however, Grantee shall not have the right to store equipment, materials and/or supplies upon the easement area.

The Grantee shall promptly restore and/or repair said described land after construction to the condition prior to construction pursuant to the plan for the public improvement. Grantee shall reasonably cooperate with Grantor and its tenants to minimize the disruption to ingress and egress to and from the premises, and disruption to Grantor and its tenant's business upon the premises.

This easement shall commence upon the date of full execution of this easement and shall end on the earlier to occur of (a) the date of final acceptance of the project by the City Council of the Grantee, or (b) two (2) years following the date of full execution of this easement, provided that there are no project delays greater than three (3) months in duration due to utility conflicts and/or relocations; provided, however, the Grantee shall have the right to access the real estate after said date for the sole purpose of seeding and surface restoration. Such access shall not interfere with the rights of the Grantor to the use and enjoyment of said real estate.

Except to the extent prohibited by applicable law, the Grantee shall indemnify, defend and hold harmless Grantor and its tenants upon the premises, and their respective officers, directors, shareholders, members, managers and employees, harmless from and against any and all losses, costs, claims, demands, liabilities, judgements, and expenses of any kind, including reasonable attorneys' fees, arising out of or resulting from any injury or death of any person, or damage to any property, caused by Grantee, its employees, agents, contractors, or representatives, in the undertaking of the project contemplated herein.

The Grantor does hereby covenant with the said Grantee, and successor-in-interest, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

Grantee shall not have the right to record this easement in the land records of Grantor's premises.

IN WITNESS WHEREOF, we have hereunto affixed our hands this 3rd day of January, 2023.

Grantor:

Hurd Industrial SPE, LLC, a Delaware Limited Liability Company

By: Hurd Industrial, L.L.C., an Iowa limited liability company, its Manager

By:_____
Richard Hurd, Manager

Grantee's Signature Page to Temporary Construction Easement Attached

Signature Page to Temporary Construction Easement

Grantee:

City of Ankeny, Iowa

_____
Mark Holm, Mayor

ATTEST:

_____
Michelle Yuska, City Clerk

STATE OF Iowa, COUNTY OF POLK

This record was acknowledged before me on _____ by Mark Holm and Michelle Yuska, as Mayor and City Clerk, respectively, of the City of Ankeny, Iowa.

_____
Signature of Notary Public

TEMPORARY EASEMENT EXHIBIT

PREPARED FOR

CITY OF ANKENY
PUBLIC WORKS DEPARTMENT
1210 NW PRAIRIE RIDGE DRIVE
ANKENY, IOWA 50023

PROPRIETOR

REAL ESTATE DEPT
HURD INDUSTRIAL SPE LLC
5820 WESTOWN PKWY
WEST DES MOINES, IA 50266-8223

LEGEND

SUBJECT EASEMENT AREA

EXISTING BOUNDARY LINE

NORTH

50 0 25

SCALE

SUBJECT PROPERTY LEGAL DESCRIPTION

LOT 1, PLAZA SHOPS AT PRAIRIE TRAIL PLAT 1, AN OFFICIAL PLAT, LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA.

DESCRIPTION OF TEMPORARY EASEMENT AREA

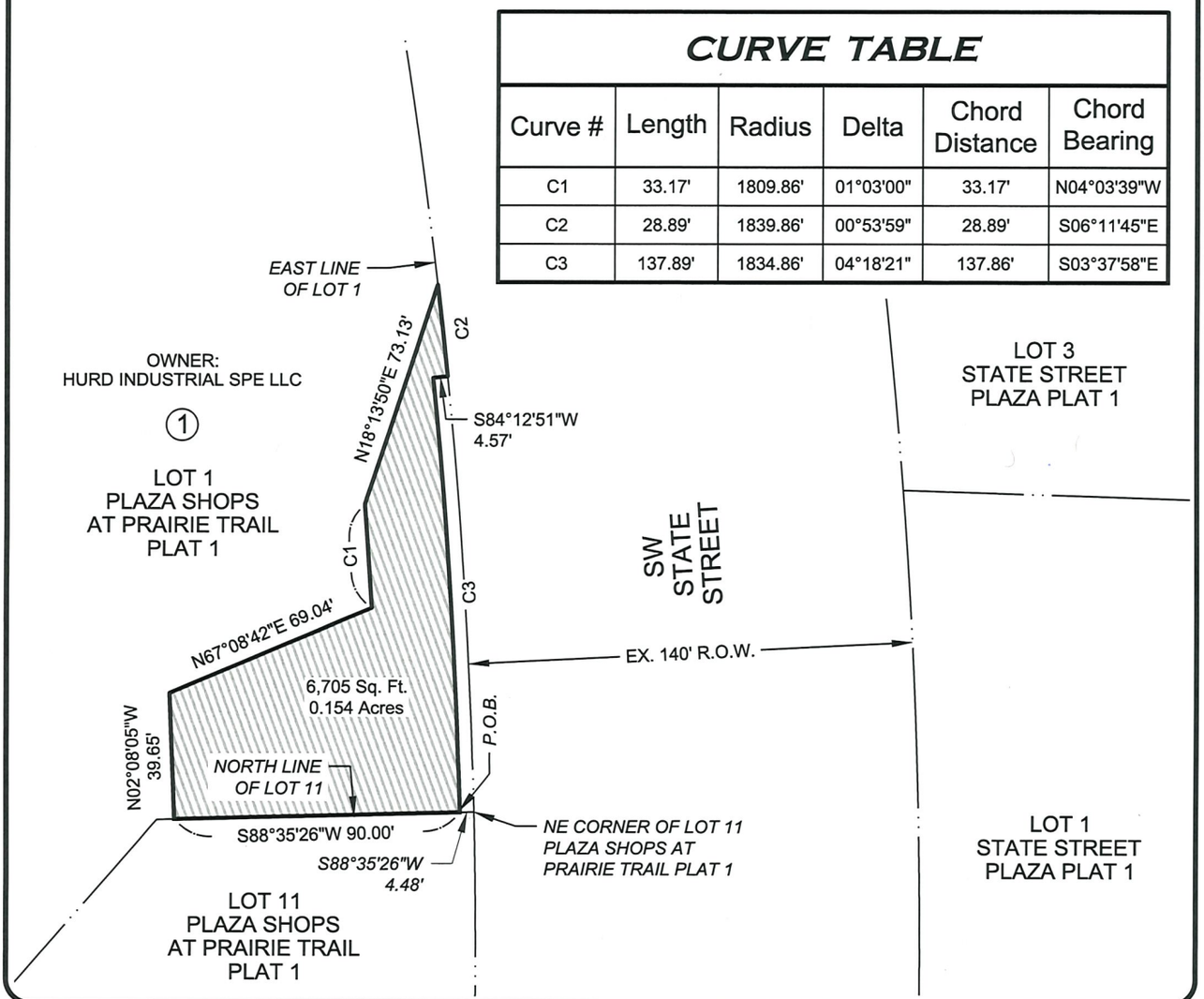
THAT PART OF LOT 1, PLAZA SHOPS AT PRAIRIE TRAIL PLAT 1, AN OFFICIAL PLAT, LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 11, PLAZA SHOPS AT PRAIRIE TRAIL PLAT 1, AN OFFICIAL PLAT, LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA; THENCE SOUTH 88 DEGREES 35 MINUTES 26 SECONDS WEST, A DISTANCE OF 4.48 FEET, TO THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 35 MINUTES 26 SECONDS WEST, A DISTANCE OF 90.00 FEET; THENCE NORTH 02 DEGREES 08 MINUTES 05 SECONDS WEST, A DISTANCE OF 39.65 FEET; THENCE NORTH 67 DEGREES 08 MINUTES 42 SECONDS EAST, A DISTANCE OF 69.04 FEET; THENCE NORTHWESTERLY 33.17 FEET ALONG A CURVE TO THE LEFT, NOT TANGENT TO THE LAST DESCRIBED LINE, HAVING A RADIUS OF 1809.86 FEET, A DELTA ANGLE OF 01 DEGREE 03 MINUTES 00 SECONDS AND A CHORD DISTANCE OF 33.17 FEET WHICH BEARS NORTH 04 DEGREES 03 MINUTES 39 SECONDS WEST; THENCE NORTH 18 DEGREES 13 MINUTES 50 SECONDS EAST, NOT TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 73.13 FEET; THENCE SOUTHEASTERLY 28.89 FEET ALONG A CURVE TO THE RIGHT, NOT TANGENT TO THE LAST DESCRIBED LINE, HAVING A RADIUS OF 1839.86 FEET, A DELTA ANGLE OF 00 DEGREES 53 MINUTES 59 SECONDS AND A CHORD DISTANCE OF 28.89 FEET WHICH BEARS SOUTH 06 DEGREES 11 MINUTES 45 SECONDS EAST; THENCE SOUTH 84 DEGREES 12 MINUTES 51 SECONDS WEST, NOT TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 4.57 FEET; THENCE SOUTHEASTERLY 137.89 FEET ALONG A CURVE TO THE RIGHT, NOT TANGENT TO THE LAST DESCRIBED LINE, HAVING A RADIUS OF 1834.86 FEET, A DELTA ANGLE OF 04 DEGREES 18 MINUTES 21 SECONDS AND A CHORD DISTANCE OF 137.86 FEET WHICH BEARS SOUTH 03 DEGREES 37 MINUTES 58 SECONDS EAST, TO THE POINT OF BEGINNING.

CONTAINING 0.154 ACRES (6,705 SQ. FT.) MORE OR LESS.

CURVE TABLE

Curve #	Length	Radius	Delta	Chord Distance	Chord Bearing
C1	33.17'	1809.86'	01°03'00"	33.17'	N04°03'39"W
C2	28.89'	1839.86'	00°53'59"	28.89'	S06°11'45"E
C3	137.89'	1834.86'	04°18'21"	137.86'	S03°37'58"E



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

PROJECT: INTERSECTION SAFETY & PEDESTRIAN IMPROVEMENTS	NAI No.: 21270	DRAWN BY: TJH	DWG No.: 1/1
LOCATION: SW ORALABOR ROAD / SW STATE STREET | ANKENY, IOWA	DATE: 06/24/22	CHECKED BY: JHP	SHEET TITLE: 01-TE

V:\NAI 2017\Projects 2017\21270\dwg\21270-RW.dwg

ANKENY CITY COUNCIL

City Council Agenda

February 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:
Municipal Utilities	Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Consider motion to adopt **RESOLUTION** accepting public improvements for utilities (storm sewer) and subgrade in SE Convenience Blvd. Extension (Crosswinds Business Park Plat 1).

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
Certificate of Completion
Letter of Assurance

RESOLUTION

RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS IN SE CONVENIENCE BLVD EXTENSION (CROSSWINDS BUSINESS PARK PLAT 1) FOR UTILITIES AND SUBGRADE PREP

WHEREAS, on the 2nd day of May, 2023, the City of Ankeny, Iowa entered into a three-party contract with Elder Corporation, the Contractor, and Opus Design Build, LLC, the Developer, for the construction of certain public improvements generally described as Utilities and Subgrade Prep., approved under Resolution No. 2022-240; 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 February 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.

PASSED AND APPROVED on this 6th day of February, 2023.

CITY OF ANKENY, IOWA

By: _____
Mark E. Holm, Mayor

ATTEST:

By: _____
Michelle Yuska, City Clerk

SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

CERTIFICATE OF COMPLETION

SE Convenience Blvd Extension

Ankeny, Iowa

February 6th, 2023

This is to certify that the construction improvements on the SE Convenience Blvd Extension project have been completed in substantial compliance with the plans and specifications for the project. I hereby recommend acceptance of the project.

Respectfully submitted,

Chad D. Devore, P.E.

16007
Iowa Reg. No.

SNYDER & ASSOCIATES

SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

January 17, 2023

City of Ankeny
Engineering Department
410 West First Street
Ankeny, Iowa 50021

RE: SE Convenience Blvd Extension
S&A PROJECT NO.: 122.0231.01

Submitted herein for your information are the following documents supporting the completion of SE Convenience Blvd Extension

1. Record set of drawings showing as-built construction.
2. Certification to the Department of Natural Resources.
3. Field notes
4. Utility Service Locates
5. Test Results

To the best of my knowledge, all work has been satisfactorily completed in compliance with City of Ankeny Standard Specifications.

Sincerely,

Chad D. Devore, P.E. 16007
Iowa Reg. No.

SNYDER & ASSOCIATES, INC.

ANKENY CITY COUNCIL

City Council Agenda

February 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:
Municipal Utilities	Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Consider motion to adopt **RESOLUTION** accepting public improvements for utilities in Parkway Townhomes at Prairie Trail Plat 1.

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
Certificate of Completion
Letter of Assurance

RESOLUTION

RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS IN PARKWAY TOWNHOMES AT PRAIRIE TRAIL PLAT 1 FOR UTILITIES

WHEREAS, on the 4th day of April, 2022, the City of Ankeny, Iowa entered into a three-party contract with Dan Petersen Construction, LLC, the Contractor, and Rock Equity Holdings LLC, the Developer, for the construction of certain public improvements generally described as Utilities, approved under Resolution No. 2022-183; 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 February 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.

PASSED AND APPROVED on this 6th day of February, 2023.

CITY OF ANKENY, IOWA

By: _____
Mark E. Holm, Mayor

ATTEST:

By: _____
Michelle Yuska, City Clerk

CERTIFICATE OF COMPLETION

PARKWAY TOWNHOMES AT PRAIRIE TRAIL PLAT 1

Ankeny, Iowa

February 6, 2023

This is to certify that the construction improvements on the ***Parkway Townhomes at Prairie Trail Plat 1*** 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. Nilles
P.E., C.P.E.S.C
Nilles Associates, Inc.
Iowa License Number 26369

1933 SW Magazine Road
Ankeny, IA 50023-2555
(515) 965-0123 – (515) 965-3322 fax
nillesinc.com

Engineering – Planning – Landscape Architecture – Surveying

February 6, 2023

City of Ankeny
Engineering Department
1210 NW Prairie Ridge Dr
Ankeny, IA 50023

RE: Public Improvements for Parkway Townhomes at Prairie Trail Plat 1
NAI Project No. 21266

We have previously submitted the following documents supporting the completion of public improvements associated with Parkway Townhomes at Prairie Trail Plat 1:

1. Set of construction plans showing record drawing construction.
2. Construction Observer's daily record.
3. Documentation of required testing as per Contract Documents.

To the best of our knowledge, all work has been satisfactorily completed in compliance with the project Contract Documents and applicable specifications, unless noted otherwise within supporting documentation listed above.

Sincerely,

JAKE NILLES, PE, CPESC
NILLES ASSOCIATES, INC | PROJECT ENGINEER/MANAGER
www.nillesinc.com

ANKENY CITY COUNCIL

City Council Agenda

February 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:
Municipal Utilities	Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Consider motion to adopt **RESOLUTION** accepting public improvements for utilities (water main, sanitary sewer, and storm sewer) in Swanwood Logistics Center Plat 1.

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
Certificate of Completion
Letter of Assurance

RESOLUTION

RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS IN SWANWOOD LOGISTICS CENTER PLAT 1 FOR UTILITIES

WHEREAS, on the 17th day of May, 2021, the City of Ankeny, Iowa entered into a three-party contract with Elder Corporation, the Contractor, and Opus Development Company, LLC, the Developer, for the construction of certain public improvements generally described as Utilities, approved under Resolution No. 2021-221; 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 February 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.

PASSED AND APPROVED on this 6th day of February, 2023.

CITY OF ANKENY, IOWA

By: _____
Mark E. Holm, Mayor

ATTEST:

By: _____
Michelle Yuska, City Clerk

SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

CERTIFICATE OF COMPLETION

Swanwood Logistics Center plat 1

Ankeny, Iowa

February 6th, 2023

This is to certify that the construction improvements on the Swanwood Logistics Center plat 1 project have been completed in substantial compliance with the plans and specifications for the project. I hereby recommend acceptance of the project.

Respectfully submitted,

Chad D. Devore, P.E.

16007
Iowa Reg. No.

SNYDER & ASSOCIATES

SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

January 17, 2023

City of Ankeny
Engineering Department
410 West First Street
Ankeny, Iowa 50021

RE: Swanwood Logistics Center plat 1
S&A PROJECT NO.: 120.1119.01

Submitted herein for your information are the following documents supporting the completion of Swanwood Logistics Center plat 1

1. Record set of drawings showing as-built construction.
2. Certification to the Department of Natural Resources.
3. Field notes
4. Utility Service Locates
5. Test Results

To the best of my knowledge, all work has been satisfactorily completed in compliance with City of Ankeny Standard Specifications.

Snyder & Associates observed test(s) for the following:

SANITARY SEWER:
- Low pressure air test
- Video inspection
- Manhole vacuum test
- Mandrel

WATER MAIN:
- Pressure test

Sincerely,

Chad D. Devore, P.E. 16007
Iowa Reg. No.

SNYDER & ASSOCIATES, INC.

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ANKENY CITY COUNCIL

City Council Agenda

February 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:
Municipal Utilities	Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Consider motion to adopt **RESOLUTION** accepting public improvements for paving in Swanwood Logistics Center Plat 1.

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
Certificate of Completion
Letter of Assurance

RESOLUTION

RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS IN SWANWOOD LOGISTICS CENTER PLAT 1 FOR PAVING

WHEREAS, on the 17th day of May, 2021, the City of Ankeny, Iowa entered into a three-party contract with Concrete Technologies, Inc., the Contractor, and Opus Development Company, LLC, the Developer, for the construction of certain public improvements generally described as Paving, approved under Resolution No. 2021-222; 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 February 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.

PASSED AND APPROVED on this 6th day of February, 2023.

CITY OF ANKENY, IOWA

By: _____
Mark E. Holm, Mayor

ATTEST:

By: _____
Michelle Yuska, City Clerk

SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

CERTIFICATE OF COMPLETION

Swanwood Logistics Center plat 1

Ankeny, Iowa

February 6th, 2023

This is to certify that the construction improvements on the Swanwood Logistics Center plat 1 project have been completed in substantial compliance with the plans and specifications for the project. I hereby recommend acceptance of the project.

Respectfully submitted,

Chad D. Devore, P.E.

16007
Iowa Reg. No.

SNYDER & ASSOCIATES

SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

January 17, 2023

City of Ankeny
Engineering Department
410 West First Street
Ankeny, Iowa 50021

RE: Swanwood Logistics Center plat 1
S&A PROJECT NO.: 120.1119.01

Submitted herein for your information are the following documents supporting the completion of Swanwood Logistics Center plat 1

1. Record set of drawings showing as-built construction.
2. Certification to the Department of Natural Resources.
3. Field notes
4. Utility Service Locates
5. Test Results

To the best of my knowledge, all work has been satisfactorily completed in compliance with City of Ankeny Standard Specifications.

Snyder & Associates observed test(s) for the following:

SANITARY SEWER:
- Low pressure air test
- Video inspection
- Manhole vacuum test
- Mandrel

WATER MAIN:
- Pressure test

Sincerely,

Chad D. Devore, P.E. 16007
Iowa Reg. No.

SNYDER & ASSOCIATES, INC.

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ANKENY CITY COUNCIL

City Council Agenda

February 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:
Municipal Utilities	Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Consider motion to adopt **RESOLUTION** accepting public improvements for utilities (water main, sanitary sewer, and storm sewer) in Swanwood Logistics Center Plat 2.

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
Certificate of Completion
Letter of Assurance

RESOLUTION

RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS IN SWANWOOD LOGISTICS CENTER PLAT 2 FOR UTILITIES

WHEREAS, on the 20th day of September, 2021, the City of Ankeny, Iowa entered into a three-party contract with Elder Corporation, the Contractor, and Opus Development Company, LLC, the Developer, for the construction of certain public improvements generally described as Utilities, approved under Resolution No. 2021-341; 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 February 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.

PASSED AND APPROVED on this 6th day of February, 2023.

CITY OF ANKENY, IOWA

By: _____
Mark E. Holm, Mayor

ATTEST:

By: _____
Michelle Yuska, City Clerk

SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

CERTIFICATE OF COMPLETION

Swanwood Logistics Center plat 2

Ankeny, Iowa

February 6th, 2023

This is to certify that the construction improvements on the Swanwood Logistics Center plat 2 project have been completed in substantial compliance with the plans and specifications for the project. I hereby recommend acceptance of the project.

Respectfully submitted,

Chad D. Devore, P.E.

16007
Iowa Reg. No.

SNYDER & ASSOCIATES

SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

January 17, 2023

City of Ankeny
Engineering Department
410 West First Street
Ankeny, Iowa 50021

RE: Swanwood Logistics Center plat 2
S&A PROJECT NO.: 121.0385.01

Submitted herein for your information are the following documents supporting the completion of Swanwood Logistics Center plat 2

1. Record set of drawings showing as-built construction.
2. Certification to the Department of Natural Resources.
3. Field notes
4. Utility Service Locates
5. Test Results

To the best of my knowledge, all work has been satisfactorily completed in compliance with City of Ankeny Standard Specifications.

Snyder & Associates observed test(s) for the following:

SANITARY SEWER:
- Low pressure air test
- Video inspection
- Manhole vacuum test
- Mandrel

WATER MAIN:
- Pressure test

Sincerely,

Chad D. Devore, P.E. 16007
Iowa Reg. No.

SNYDER & ASSOCIATES, INC.

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ANKENY CITY COUNCIL

City Council Agenda

February 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:
Municipal Utilities	Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Consider motion to adopt **RESOLUTION** accepting public improvements for paving in Swanwood Logistics Center Plat 2.

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
Certificate of Completion
Letter of Assurance

RESOLUTION

RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS IN SWANWOOD LOGISTICS CENTER PLAT 2 FOR PAVING

WHEREAS, on the 20th day of September, 2021, the City of Ankeny, Iowa entered into a three-party contract with Concrete Technologies, Inc., the Contractor, and Opus Development Company, LLC, the Developer, for the construction of certain public improvements generally described as Paving, approved under Resolution No. 2021-342; 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 February 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.

PASSED AND APPROVED on this 6th day of February, 2023.

CITY OF ANKENY, IOWA

By: _____
Mark E. Holm, Mayor

ATTEST:

By: _____
Michelle Yuska, City Clerk

SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

CERTIFICATE OF COMPLETION

Swanwood Logistics Center plat 2

Ankeny, Iowa

February 6th, 2023

This is to certify that the construction improvements on the Swanwood Logistics Center plat 2 project have been completed in substantial compliance with the plans and specifications for the project. I hereby recommend acceptance of the project.

Respectfully submitted,

Chad D. Devore, P.E.

16007
Iowa Reg. No.

SNYDER & ASSOCIATES

SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

January 17, 2023

City of Ankeny
Engineering Department
410 West First Street
Ankeny, Iowa 50021

RE: Swanwood Logistics Center plat 2
S&A PROJECT NO.: 121.0385.01

Submitted herein for your information are the following documents supporting the completion of Swanwood Logistics Center plat 2

1. Record set of drawings showing as-built construction.
2. Certification to the Department of Natural Resources.
3. Field notes
4. Utility Service Locates
5. Test Results

To the best of my knowledge, all work has been satisfactorily completed in compliance with City of Ankeny Standard Specifications.

Snyder & Associates observed test(s) for the following:

SANITARY SEWER:
- Low pressure air test
- Video inspection
- Manhole vacuum test
- Mandrel

WATER MAIN:
- Pressure test

Sincerely,

Chad D. Devore, P.E. 16007
Iowa Reg. No.

SNYDER & ASSOCIATES, INC.

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ANKENY CITY COUNCIL

City Council Agenda

February 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:
Municipal Utilities	Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Consider motion to adopt **RESOLUTION** accepting public improvements for utilities in The Sterling North at Prairie Trail Plat 1.

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
Certificate of Completion
Letter of Assurance

RESOLUTION

RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS IN STERLING NORTH AT PRAIRIE TRAIL PLAT 1, THE FOR UTILITIES

WHEREAS, on the 3rd day of May, 2021, the City of Ankeny, Iowa entered into a three-party contract with Halbrook Excavating, Inc., the Contractor, and Happe Commercial, LLC, the Developer, for the construction of certain public improvements generally described as Utilities, approved under Resolution No. 2021-206; 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 February 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.

PASSED AND APPROVED on this 6th day of February, 2023.

CITY OF ANKENY, IOWA

By: _____
Mark E. Holm, Mayor

ATTEST:

By: _____
Michelle Yuska, City Clerk

SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

CERTIFICATE OF COMPLETION

The Sterling North at Prairie Trail Plat 1

Ankeny, Iowa

February 6th, 2023

This is to certify that the construction improvements on The Sterling North at Prairie Trail Plat 1 project have been completed in substantial compliance with the plans and specifications for the project. I hereby recommend acceptance of the project.

Respectfully submitted,

Chad D. Devore, P.E.

16007
Iowa Reg. No.

SNYDER & ASSOCIATES

SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

January 17, 2023

City of Ankeny
Engineering Department
410 West First Street
Ankeny, Iowa 50021

RE: The Sterling North at Prairie Trail Plat 1
S&A PROJECT NO.: 121.0118.01

Submitted herein for your information are the following documents supporting the completion of The Sterling North at Prairie Trail Plat 1

1. Record set of drawings showing as-built construction.
2. Certification to the Department of Natural Resources.
3. Field notes
4. Utility Service Locates
5. Test Results

To the best of my knowledge, all work has been satisfactorily completed in compliance with City of Ankeny Standard Specifications.

Snyder & Associates observed test(s) for the following:

SANITARY SEWER:
- Low pressure air test
- Video inspection
- Manhole vacuum test
- Mandrel

WATER MAIN:
- Pressure test

Sincerely,

Chad D. Devore, P.E. 16007
Iowa Reg. No.

SNYDER & ASSOCIATES, INC.

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ANKENY CITY COUNCIL

City Council Agenda

February 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:
Public Works	Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Consider motion to adopt **RESOLUTION** authorizing the execution of Addendum No. 4 to Agreement No. 2016-4-186 between the Iowa Department of Transportation and the City of Ankeny for the City of Ankeny's cost participation to facilitate the proposed reconstruction of the Interstate 35 and East First Street Interchange.

EXECUTIVE SUMMARY:

The Iowa DOT completed the reconstruction of the Interstate 35 and East First Street Interchange within the City of Ankeny between 2018 and 2020. This project also included the widening of Interstate 35 from SE Oralabor Road to NE 36th Street and cost more than $50 million and also included various improvements to the City of Ankeny's street system, including the reconstruction of SE Creekview Drive, and the widening of the East First Street bridge over Fourmile Creek.

On June 6, 2016, the Iowa DOT and the City entered into a cost-sharing agreement for a portion of the City's street system improvements, and the City agreed to pay a total of $2 million in three equal, annual installments. On March 20, 2017, the Iowa DOT and City amended the original agreement to reduce the $2

million payment amount to account for the Iowa DOT purchasing City property needed for the interchange project's construction. On December 3, 2018, the Iowa DOT amended the original agreement a second time to contemplate the water main improvements and associated costs for the Northbound I-35 paving project, Project No. NHS-035-4(198)92--11-77, which was constructed in 2019. On January 6, 2020, the Iowa DOT amended the original agreement a third time to contemplate the City's engineering consultant completing additional structural design services and for changes in the consultant's salaries and overhead rates between when the original professional services agreement with the City was approved and when the corresponding structural design work was completed (Note: The Iowa DOT reimbursed the City for the additional consultant costs in Addendum No. 3).

At this time, the Iowa DOT and City propose to amend the original agreement a fourth time to account for the water main, joint utility trench, and lighting improvements along East 1st Street that were included in the Iowa DOT's Southbound I-35 paving project, Project No. IM-NHS-035-4(196)92--03-77, which was constructed in 2020. The total cost of the water main, joint utility trench, and lighting improvements is $361,595.86.

FISCAL IMPACT: **No**

The City of Ankeny will be paying the Iowa DOT $361,595.86 for the water main, joint utility trench, and lighting improvements along East 1st Street that were included in the Iowa DOT's Southbound I-35 paving project, Project No. IM-NHS-035-4(196)92--03-77, which was constructed in 2020. The water main, joint utility trench, and lighting improvement costs were previously included in the City's 2020-2024 Capital Improvement Program.

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Resolution
Addendum #4 to Agreement No. 2016-4-186

RESOLUTION 2023-XXX

A RESOLUTION AUTHORIZING THE EXECUTION OF ADDENDUM NO. 4 TO AGREEMENT NO. 2016-4-186 BETWEEN THE IOWA DEPARTMENT OF TRANSPORTATION AND THE CITY OF ANKENY FOR THE CITY OF ANKENY'S COST PARTICIPATION TO FACILITATE THE PROPOSED RECONSTRUCTION OF THE INTERSTATE 35 AND EAST FIRST STREET INTERCHANGE

WHEREAS, the Iowa Department of Transportation (Iowa DOT) completed the reconstruction of the Interstate 35 and East First Street Interchange within the City of Ankeny between 2018 and 2020; and

WHEREAS, this project, which also included the widening of Interstate 35 from SE Oralabor Road to NE 36th Street, cost more than $50 million and included various improvements to the City of Ankeny's street system, including the reconstruction of East First Street from Delaware Avenue to Frisk Drive, the paving of the north portion of SE Creekview Drive, and the widening of the East First Street bridge over Fourmile Creek; and

WHEREAS, the Iowa DOT included, at the request of the City of Ankeny, water main, joint utility trench, and lighting improvements along East 1st Street as a part of the Iowa DOT's Southbound I-35 paving project, Project No. IM-NHS-035-4(196)92—03-77, in 2020 at a total cost of $361,595.86; and

WHEREAS, the City of Ankeny and the Iowa DOT agree that the cost of said water main, joint utility trench, and lighting improvements shall be paid by the City of Ankeny to the Iowa DOT in the amount of $361,595.86 after completion of the construction in 2020 and after proper billing by the Iowa DOT.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa, that the Mayor and City Clerk should be and are hereby authorized and empowered to execute Addendum No. 2016-4-186D to the original Iowa DOT Agreement No. 2016-4-186 to facilitate the said expense.

PASSED AND APPROVED on this 6th day of February, 2023.

CITY OF ANKENY, IOWA

By: _____
Mark E. Holm, Mayor

ATTEST:

By: _____
Michelle Yuska, City Clerk

December 2010

IOWA DEPARTMENT OF TRANSPORTATION
Addendum to
Agreement No. 2016-4-186

County	Polk
City	Ankeny
Project No.	IM-035-4(125)92--13-77 (P.E.) IM-NHS-035-4 (196)92--03-77 (SB Paving)
Iowa DOT Addendum No.	2016-4-186D
Staff Action No.	

This Addendum, is entered into by and between the Iowa Department of Transportation, hereinafter designated the "DOT", and the city of Ankeny, Iowa, a Local Public Agency, hereafter designated the "LPA" in accordance with Iowa Code Chapters 28E, 306, 306A and 313.4 and 761 Iowa Administrative Code Chapter 150 as applicable;

The DOT proposes to establish or make improvements to Interstate 35 within Polk County, Iowa; and

The DOT and the LPA are willing to jointly participate in said project, in the manner hereinafter provided; and

The DOT and the LPA previously entered into the following agreement(s) for the above referenced project: Agreement No. 2008-16-132 for a new interchange on I-35 at NE 36th Street and coordination with 1st Street interchange improvements was executed by the DOT and LPA on July 21, 2009 and July 6, 2009 respectively; Addendum No. 2008-16-132A for revision of costs for the interchange improvements on I-35 at 1st Street was executed by the DOT and LPA on September 20, 2012 and September 17, 2012 respectively; Addendum No. 2008-16-132B for revision of costs to include Division 3 for the interchange improvements on I-35 at 1st Street was executed by the DOT and LPA on October 14, 2011 and October 3, 2011 respectively; Addendum No. 2008-16-132C for revision of costs for the interchange improvements on I-35 at 1st Street was executed by the DOT and LPA on September 20, 2012 and September 17, 2012 respectively; Addendum No. 2008-16-132D for as-built data collection and GIS asset inventory the interchange improvements on I-35 at 1st Street was executed by the DOT and LPA on April 9, 2013 and April 1, 2013 respectively; Agreement 2016-4-186 for construction of the new interchange on I-35 at 1st Street was executed by the DOT and the LPA on June 22, 2016 and June 6, 2016 respectively; Addendum 2016-4-186A to credit compensation for parcels acquired for the new interchange on I-35 at 1st Street was executed by the DOT and the LPA on March 30, 2017 and March 20, 2017 respectively; Addendum 2016-4-186B to include water main work on I-35 was executed by the DOT and the LPA on December 11, 2018, and December 3, 2018 respectively; Addendum 2016-4-186C for revision of costs for the interchange improvements on I-35 at 1st Street was executed by the DOT and LPA on January 6, 2020 and January 21, 2020 respectively; and

Subsequent to execution of the above referenced Agreement the LPA requested that the DOT include water main, joint utility trench and lighting as part of the southbound paving work on Interstate 35.

This Addendum reflects the current concept of this project which is subject to modification by mutual agreement between the LPA and the DOT; and

Now, therefore, it is agreed as follows:

1. The LPA shall reimburse the DOT for its share of the project costs estimated at $361.595.86, as shown in Exhibit A. The amount paid by the LPA upon completion of construction and proper billing

by the DOT will be determined by the actual quantities in place and the accepted bid at the contract letting.

General Provisions

2. If the LPA has completed a Flood Insurance Study (FIS) for an area which is affected by the proposed Primary Highway project and the FIS is modified, amended or revised in an area affected by the project after the date of this Agreement, the LPA shall promptly provide notice of the modification, amendment or revision to the DOT. If the LPA does not have a detailed Flood Insurance Study (FIS) for an area which is affected by the proposed Primary Highway project and the LPA does adopt an FIS in an area affected by the project after the date of this Agreement, the LPA shall promptly provide notice of the FIS to the DOT.

3. The LPA will comply with all provisions of the equal employment opportunity requirements prohibiting discrimination and requiring affirmative action to assure equal employment opportunity as required by Iowa Code Chapter 216. No person will, on the grounds of age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which State funds are used.

4. It is the intent of both (all) parties that no third party beneficiaries be created by this Addendum.

5. If any section, provision, or part of this Addendum shall be found to be invalid or unconstitutional, such finding shall not affect the validity of the Addendum as a whole or any section, provision, or part thereof not found to be invalid or unconstitutional, except to the extent that the original intent of the Addendum cannot be fulfilled.

6. All previously executed agreement(s) and or addendum(s) will remain in effect except as amended herein.

7. This Addendum may be executed in (two) counterparts, each of which so executed will be deemed to be an original.

8. This Addendum, as well as the unaffected provisions of any previous agreement(s), addendum(s), and/or amendment(s); represents the entire Agreement between the LPA and DOT regarding this project. All previously executed agreements will remain in effect except as amended herein. Any subsequent change or modification to the terms of this Agreement will be in the form of a duly executed amendment to this document.

IN WITNESS WHEREOF, each of the parties hereto has executed Addendum No. (insert agreement number) as of the date shown opposite its signature below.

CITY OF (CITY NAME): [use if addendum is with a city]

By: _____ Date_____, 20___.
Title: Mayor

I,_____, certify that I am the Clerk of the City, and that

, who signed said Addendum for and on behalf of the City was duly authorized to execute the same on

the ____ day of_____, 20___.

Signed: _____
City Clerk of (City Name), Iowa.

BOARD OF SUPERVISORS OF (COUNTY NAME) COUNTY: [use if addendum is with a county]

By:_____ Date_____, 20___.
Chairperson

ATTEST:

By: _____
County Auditor

IOWA DEPARTMENT OF TRANSPORTATION:

By:_____ Date_____, 20___.
(Engineer's Name)
District Engineer
District (insert District number)

Construction Pay Estimate Amount Balance Report

Estimate: 50

12/27/2022 11:09 AM

Iowa Department of Transportation

FieldManager 5.3a

Project: 77-0354-196, 191119 046 TMC

Category: 0001, P:ROADWAY ITEMS - IM-NHS-035-4(196)92--03-77

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
3540	BEVELED PIPE+GUARD, 24"	2417-5895024	4.000	EACH		4.000	4.000	100%	2,000.00000	$8,000.00
3545	('EACH' ITEM) Additional Lane Closure for Nighttime Survey work.	2599-9999005	2.000	EACH		2.000	2.000	100%	3,850.00000	$7,700.00
3550	('LUMP SUM' ITEM) Survey I-35 NB and SB	2599-9999010	1.000	LS		1.000	1.000	100%	10,326.80000	$10,326.80
3555	PAY ADJ I/D-PCC PAV'T SMOOTHNESS	2316-0000110	-1.000	EACH		-1.000	-1.000	100%	21,771.80000	-$21,771.80
3560	('EACH' ITEM) Barrier Gate 39-Foot	2599-9999005	1.000	EACH		1.000	1.000	100%	6,028.00000	$6,028.00
3570	MULCH, BONDED FIBER MATRIX Stations 1001 to 1004	2601-2634105	1.200	ACRE		0.827	0.827	69%	4,950.00000	$4,093.65
3575	TOPSOIL, FURN+SPREAD Ramada Inn	2105-8425005	0.500	CY		0.500	0.500	100%	2,200.00000	$1,100.00
3580	EWO\TRAFFIC CONTROL	6100-2528035	1.000	EACH		1.000	1.000	100%	2,200.00000	$2,200.00
3585	EXCAVATION, CL 10, WASTE Stations 1001 to 1003	2102-2710090	113.000	CY		105.550	105.550	93%	71.50000	$7,546.83
3590	TOPSOIL, SPREAD	2105-8425011	113.000	CY		105.550	105.550	93%	99.00000	$10,449.45
3595	MOBILIZATION, ON-CALL Stations 1001 to 21004	2533-4980020	1.000	EACH		1.000	1.000	100%	7,150.00000	$7,150.00
3600	PERIMETER+SLOPE SEDIMENT CNTL DEVICE,12" Stations 1001 to 1003	2602-0000312	871.000	LF		480.000	480.000	55%	4.95000	$2,376.00
3605	SEED+FERTILIZE (RURAL) Ramada Inn, SB Ramp to I-35, 1st St.	2601-2636043	0.900	ACRE		0.482	0.482	54%	2,500.00000	$1,205.00
3610	SEED+FERTILIZE (URBAN) Stations of 1001 to 1003	2601-2636044	0.300	ACRE		0.345	0.345	115%	3,333.33000	$1,150.00
3615	('LUMP SUM' ITEM) Rec Trail Repair	2599-9999010	1.000	LS		1.000	1.000	100%	8,250.00000	$8,250.00
3620	PRICE ADJ\LIQUIDATED DAMAGES	6200-1108010	-5.000	DAY		-5.000	-5.000	100%	2,000.00000	-$10,000.00

Subtotal for Category 0001: 19670608.73

Category: 0002, N:WATER MAIN ITEMS - IM-NHS-035-4(196)92--03-77

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
1910	WATER MAIN, TRENCHED, DIP, 4"	2554-0112004	10.000	LF		57.000	57.000	570%	140.00000	$7,980.00
1920	WATER MAIN, TRENCHED, DIP, 12"	2554-0112012	74.000	LF		44.000	44.000	59%	140.00000	$6,160.00

Construction Pay Estimate Amount Balance Report

Estimate: 50

12/27/2022 11:09 AM

Iowa Department of Transportation

FieldManager 5.3a

Project: 77-0354-196, 191119 046 TMC

Category: 0002, N:WATER MAIN ITEMS - IM-NHS-035-4(196)92--03-77

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
1930	WATER MAIN, TRENCHED, DIP, 16"	2554-0112016	410.000	LF		410.000	410.000	100%	160.00000	$65,600.00
1940	FITTINGS BY COUNT, DI, _____ 22.5 DEGREE BEND 12 IN.	2554-0202200	4.000	EACH		4.000	4.000	100%	1,310.00000	$5,240.00
1950	FITTINGS BY COUNT, DI, _____ 22.5 DEGREE BEND 16 IN.	2554-0202200	2.000	EACH		2.000	2.000	100%	2,000.00000	$4,000.00
1960	FITTINGS BY COUNT, DI, _____ CONNECT TO EXISTING 12 IN.	2554-0202200	5.000	EACH		5.000	5.000	100%	4,000.00000	$20,000.00
1970	FITTINGS BY COUNT, DI, _____ CONNECT TO EXISTING 16 IN.	2554-0202200	1.000	EACH		1.000	1.000	100%	4,800.00000	$4,800.00
1980	FITTINGS BY COUNT, DI, _____ CROSS 16 IN. X 12 IN.	2554-0202200	1.000	EACH		1.000	1.000	100%	4,800.00000	$4,800.00
1990	FITTINGS BY COUNT, DI, _____ REDUCER 16 IN. X 12 IN.	2554-0202200	1.000	EACH		1.000	1.000	100%	1,600.00000	$1,600.00
2000	FITTINGS BY COUNT, DI, _____ TEE 16 IN. X 4 IN.	2554-0202200	1.000	EACH		1.000	1.000	100%	3,500.00000	$3,500.00
2010	WATER SERVICE STUB, COPPER, 1"	2554-0204110	1.000	EACH		1.000	1.000	100%	2,200.00000	$2,200.00
2020	WATER SERVICE STUB, COPPER, 1"	2554-0205110	10.000	LF		3.000	3.000	30%	230.00000	$690.00
2030	VALVE, GATE, DIP, _____ 16 IN.	2554-0207000	2.000	EACH		2.000	2.000	100%	8,300.00000	$16,600.00
2040	VALVE, GATE, DIP, 4"	2554-0207004	1.000	EACH		1.000	1.000	100%	1,200.00000	$1,200.00
2050	VALVE, GATE, DIP, 12"	2554-0207012	2.000	EACH		2.000	2.000	100%	3,200.00000	$6,400.00
2060	FIRE HYDRANT ASSEMBLY, WM-201	2554-0210201	1.000	EACH		1.000	1.000	100%	6,300.00000	$6,300.00
2070	VALVE BOX EXTENSION	2554-0212020	11.000	EACH		7.000	7.000	64%	1,200.00000	$8,400.00
2080	FIRE HYDRANT ADJUSTMENT	2554-0214000	1.000	EACH		1.000	1.000	100%	4,200.00000	$4,200.00
2100	('EACH' ITEM) FIRE HYDRANT REMOVE AND REINSTALL	2599-9999005	1.000	EACH		0.000			6,500.00000	

Construction Pay Estimate Amount Balance Report

Estimate: 50

12/27/2022 11:09 AM

Iowa Department of Transportation

FieldManager 5.3a

Project: 77-0354-196, 191119 046 TMC

Category: 0002, N:WATER MAIN ITEMS - IM-NHS-035-4(196)92--03-77

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
2220	('LINEAR FEET' ITEM) REMOVAL OF WATER MAIN	2599-9999009	488.000	LF		239.000	239.000	49%	28.00000	$6,692.00

Subtotal for Category 0002: 176362.00

Category: 0003, N:UTILITY ITEMS - IM-NHS-035-4(196)92--03-77

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
1520	HANDHOLE+JUNCTION BOX	2523-0000310	7.000	EACH		7.000	7.000	100%	839.41000	$5,875.87
2160	('EACH' ITEM) UTILITY SUPPORT	2599-9999005	4.000	EACH		0.000			7,200.00000	
2170	('LINEAR FEET' ITEM) CONDUIT HDPE SDR 13.5 2 IN. BLUE	2599-9999009	2,133.000	LF		1,881.000	1,881.000	88%	2.74000	$5,153.94
2180	('LINEAR FEET' ITEM) CONDUIT HDPE SDR 13.5 2 IN. GREY	2599-9999009	8,532.000	LF		7,431.450	7,431.450	87%	2.64000	$19,619.02
2190	('LINEAR FEET' ITEM) CONDUIT HDPE SDR 13.5 2 IN. ORANGE	2599-9999009	2,133.000	LF		1,881.000	1,881.000	88%	3.11000	$5,849.90
2210	('LINEAR FEET' ITEM) JOINT UTILITY TRENCH TYPE 1 TRENCHED	2599-9999009	2,133.000	LF		1,881.000	1,881.000	88%	16.96000	$31,901.76
3390	('LINEAR FEET' ITEM) Boring Joint Utility Trench	2599-9999009	252.000	LF		252.000	252.000	100%	43.00000	$10,836.00

Subtotal for Category 0003: 79236.49

Category: 0004, N:LIGHTING ITEMS - IM-NHS-035-4(196)92--03-77

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
1510	ELECTRICAL CIRCUIT	2523-0000200	2,226.000	LF		2,226.000	2,226.000	100%	14.24000	$31,698.24
1520	HANDHOLE+JUNCTION BOX	2523-0000310	3.000	EACH		2.000	2.000	67%	839.41000	$1,678.82
1530	CONTROL CABINET	2523-0000400	1.000	EACH		1.000	1.000	100%	11,402.34000	$11,402.34
2110	('EACH' ITEM) LIGHTING FIXTURES BARRIER RAIL	2599-9999005	9.000	EACH		9.000	9.000	100%	2,126.11000	$19,134.99
2120	('EACH' ITEM) LIGHTING FIXTURES BRIDGE PIER	2599-9999005	16.000	EACH		16.000	16.000	100%	1,160.32000	$18,565.12

Construction Pay Estimate Amount Balance Report

Estimate: 50

12/27/2022 11:09 AM

Iowa Department of Transportation

FieldManager 5.3a

Project: 77-0354-196, 191119 046 TMC

Category: 0004, N:LIGHTING ITEMS - IM-NHS-035-4(196)92--03-77

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
2130	('EACH' ITEM) LIGHTING FIXTURES BRIDGE UNDER DECK	2599-9999005	8.000	EACH		8.000	8.000	100%	1,865.12000	$14,920.96
2200	('LINEAR FEET' ITEM) ELECTRICAL CIRCUITS BARRIER RAIL	2599-9999009	778.000	LF		778.000	778.000	100%	11.05000	$8,596.90

Subtotal for Category 0004: 105997.37

Category: 0005, N:NO EXCUSE ROAD OPENING BONUS FOR CONTRACT

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
2610	NO EXCUSE ROAD OPENING BONUS, _____ NO EXCUSE BONUS TO OPEN UP TO TRAFFIC SO UTHBOUND I-35 WITH NO ADDITIONAL LANE CL	2528-5160000	1.000	LS		1.000	1.000	100%	750,000.00000	$750,000.00

Subtotal for Category 0005: 750000.00

Category: 0006, P:INCENTIVE/DISINCENTIVE ITEMS FOR CONTRACT

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
2620	CRITICAL CLOSURE ACTIVITY I/D SITE ID 02	2528-5160100	54.000	CDAY		54.000	54.000	100%	10,000.00000	$540,000.00

Subtotal for Category 0006: 540000.00

Subtotal for Project 77-0354-196: 21322204.59

ANKENY CITY COUNCIL

City Council Agenda

February 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:
Municipal Utilities	Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Consider motion to adopt **RESOLUTION** accepting public improvements in Centennial Estates Plat 3 for utilities.

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
Certificate of Completion

RESOLUTION

RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS IN CENTENNIAL ESTATES PLAT 3 FOR UTILITIES

WHEREAS, on the 7th day of September, 2021, the City of Ankeny, Iowa entered into a three-party contract with Team Excavating, Inc., the Contractor, and DRA Properties, LC, the Developer, for the construction of certain public improvements generally described as Utilities, approved under Resolution No. 2021-319; 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 February 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.

PASSED AND APPROVED on this 6th day of February, 2023.

CITY OF ANKENY, IOWA

By: _____
Mark E. Holm, Mayor

ATTEST:

By: _____
Michelle Yuska, City Clerk

CERTIFICATE OF COMPLETION

CENTENNIAL ESTATES PLAT 3

Ankeny, Iowa

February 6, 2023

This is to certify that the construction improvements on the ***Centennial Estates Plat 3*** 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. Nilles
P.E., C.P.E.S.C
Nilles Associates, Inc.
Iowa License Number 26369

ANKENY CITY COUNCIL

City Council Agenda

February 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:
Municipal Utilities	Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Consider motion to adopt **RESOLUTION** accepting public improvements in Centennial Estates Plat 3 for paving.

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
Certificate of Completion

RESOLUTION

RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS IN CENTENNIAL ESTATES PLAT 3 FOR PAVING

WHEREAS, on the 7th day of September, 2021, the City of Ankeny, Iowa entered into a three-party contract with Alliance Construction Group, LLC, the Contractor, and DRA Properties, the Developer, for the construction of certain public improvements generally described as Paving, approved under Resolution No. 2021-320; 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 February 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.

PASSED AND APPROVED on this 6th day of February, 2023.

CITY OF ANKENY, IOWA

By: _____
Mark E. Holm, Mayor

ATTEST:

By: _____
Michelle Yuska, City Clerk

CERTIFICATE OF COMPLETION

CENTENNIAL ESTATES PLAT 3

Ankeny, Iowa

February 6, 2023

This is to certify that the construction improvements on the ***Centennial Estates Plat 3*** 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. Nilles
P.E., C.P.E.S.C
Nilles Associates, Inc.
Iowa License Number 26369

ANKENY CITY COUNCIL

City Council Agenda

February 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:
Municipal Utilities	Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Consider motion to adopt **RESOLUTION** accepting public improvements for paving in SE Convenience Blvd. Extension (Crosswinds Business Park Plat 1).

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
Certificate of Completion
Letter of Assurance

RESOLUTION

RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS IN SE CONVENIENCE BLVD EXTENSION (CROSSWINDS BUSINESS PARK PLAT 1) FOR PAVING

WHEREAS, on the 2nd day of May, 2023, the City of Ankeny, Iowa entered into a three-party contract with Concrete Technologies, Inc., the Contractor, and Opus Design Build, LLC, the Developer, for the construction of certain public improvements generally described as Paving, approved under Resolution No. 2022-241; 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 February 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.

PASSED AND APPROVED on this 6th day of February, 2023.

CITY OF ANKENY, IOWA

By: _____
Mark E. Holm, Mayor

ATTEST:

By: _____
Michelle Yuska, City Clerk

SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

CERTIFICATE OF COMPLETION

SE Convenience Blvd Extension

Ankeny, Iowa

February 6th, 2023

This is to certify that the construction improvements on the SE Convenience Blvd Extension project have been completed in substantial compliance with the plans and specifications for the project. I hereby recommend acceptance of the project.

Respectfully submitted,

Chad D. Devore, P.E.

16007
Iowa Reg. No.

SNYDER & ASSOCIATES

SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

January 17, 2023

City of Ankeny
Engineering Department
410 West First Street
Ankeny, Iowa 50021

RE: SE Convenience Blvd Extension
S&A PROJECT NO.: 122.0231.01

Submitted herein for your information are the following documents supporting the completion of SE Convenience Blvd Extension

1. Record set of drawings showing as-built construction.
2. Certification to the Department of Natural Resources.
3. Field notes
4. Utility Service Locates
5. Test Results

To the best of my knowledge, all work has been satisfactorily completed in compliance with City of Ankeny Standard Specifications.

Sincerely,

Chad D. Devore, P.E. 16007
Iowa Reg. No.

SNYDER & ASSOCIATES, INC.

ANKENY CITY COUNCIL

City Council Agenda

February 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:
Public Works	Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Consider motion to adopt **RESOLUTION** authorizing the execution of an Urban-State Traffic Engineering Program (U-STEP) funding agreement between the Iowa Department of Transportation (DOT) and the City of Ankeny, Iowa, for the sharing of construction costs for the proposed N Ankeny Boulevard & 18th Street Improvements.

EXECUTIVE SUMMARY:

The project will realign the northbound and southbound left-turn lanes to provide positive offset sightlines for left-turning drivers to see on-coming traffic, reconstruct pedestrian ramps and relocate pushbuttons on all corners to comply with the Americans with Disabilities Act (ADA), and upgrade the traffic signal cabinet, controller and LED signal heads to modern low-voltage and digital equipment.

The Iowa DOT has submitted the attached U-STEP Agreement which stipulates the cost sharing and eligible costs for this construction, to a maximum of $200,000 reimbursement. It is recommended that the City Council approve the agreement at this time, as the project is scheduled for letting on February 28, 2023 and construction in summer 2023.

Construction staging will be coordinated with the NW 18th Street Reconstruction from Ash Drive to Ankeny Blvd.

FISCAL IMPACT: **No**

The project is included in the City's current Capital Improvements Program with construction scheduled for 2023. The Iowa DOT will reimburse the City for a portion of the construction costs, as per the Agreement up to a maximum amount of $200,000.

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the City Council take the following action:

1. Consider motion to authorize the execution of an Urban-State Traffic Engineering Program (U-STEP) funding between the Iowa DOT and the City of Ankeny for the sharing of construction costs for the N Ankeny Boulevard & 18th Street Intersection Improvements.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Resolution
Agreement

RESOLUTION 2023-XXX

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR URBAN-STATE TRAFFIC ENGINEERING PROGRAM (U-STEP) FUNDING BETWEEN THE IOWA DEPARTMENT OF TRANSPORTATION AND THE CITY OF ANKENY, IOWA FOR THE SHARING OF CONSTRUCTION COSTS FOR THE PROPOSED N ANKENY BOULEVARD AND 18TH STREET INTERSECTION IMPROVEMENTS

WHEREAS, in December 2022, the Iowa Department of Transportation (Iowa DOT) awarded the City of Ankeny Urban-State Traffic Engineering Program (U-STEP) funding for eligible construction costs up to a maximum amount of $200,000 to facilitate the construction of the N Ankeny Boulevard and 18th Street Intersection Improvements; and

WHEREAS, the City deems it to be in the best interest of the residents of the City to enter into an agreement for Urban-State Traffic Engineering Program funding with the Iowa Department of Transportation for the sharing of construction costs for said N Ankeny Boulevard and 18th Intersection Improvements.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Ankeny, Iowa, that the Mayor and City Clerk should be and they are hereby authorized and empowered to execute the said agreement with the Iowa DOT for Urban-State Traffic Engineering Program funding.

DATED at the City of Ankeny, Iowa, this 6th day of February, 2023.

_____

Mark E. Holm, Mayor

ATTEST:

_____

Michelle Yuska, City Clerk

December 2022

IOWA DEPARTMENT OF TRANSPORTATION
AGREEMENT FOR
URBAN-STATE TRAFFIC ENGINEERING PROGRAM
(U-STEP) PROJECT

City: Ankeny

Project No.: UST-069-4(143)—4A-77

Iowa Department of Transportation
Agreement No.: 1-22-USTEP-043

Staff Action No.: 23-016

This is an agreement between the city of Ankeny, (hereinafter called Recipient) and the Iowa Department of Transportation (hereinafter called Department) to enter into an agreement for joint or cooperative action after appropriate action by ordinance, resolution, or otherwise pursuant to the laws of the governing bodies involved.

The Department provides funds through the Urban-State Traffic Engineering Program (U-STEP), a cooperative program for safety or operational improvements on primary road extensions. The Department has made these funds available for reimbursement and will share eligible construction and right-of-way costs in the ratio of 55% Department funds to 45% local funds, up to a maximum amount in Department funds of $200,000 for a “spot improvement” or $400,000 for a “linear improvement”. The maximum funds available for this project is as noted below.

A “spot improvement” shall mean a limited improvement project such as intersection reconstruction or signalization; and a “linear improvement” shall mean an improvement project such as street or highway widening or reconstruction which spans two or more intersections.

The Recipient proposes to develop and complete the following described spot improvement project:

> N Ankeny Boulevard and 18th Street Intersection Improvements: includes widening the northbound and southbound left-turn lanes to provide positive offset for left-turning drivers, and sidewalk and ramp reconstruction in all quadrants of the intersection, with new pedestrian pushbuttons.

Pursuant to the terms of this agreement, applicable statutes, and Administrative Rules, the Department agrees to provide U-STEP funding to the Recipient for the authorized and approved costs for eligible items associated with project improvements as described above.

In consideration of the foregoing and the mutual promises contained in this agreement, the parties agree as follows:

1. The Recipient shall be the lead local governmental agency for carrying out the provisions of this agreement and shall be responsible for the development and completion of the U-STEP project.

2. All notices required under this agreement shall be made in writing to the Department and the Recipient’s contact person. The Department’s contact persons shall be the Local Systems Project Development Engineer, Christy VanBuskirk, and Central Region Local Systems Field Engineer, Brian Catus. The Recipient’s contact person shall be the City Engineer, Amy Quartell

3. The estimated total of eligible construction and right-of-way cost for this project is $ 414,092.50. (see Exhibit C) If upon completion of final plans, the Recipient’s cost estimate exceeds the preliminary total estimate contained herein by 20% or more, the increased cost must be approved by the Department prior to advertisement for bids. Extra work, requested subsequent to the

contract letting, must also be approved by the Department prior to commencement of the extra work.

4. If any part of this agreement is found to be void and unenforceable, then the remaining provisions of this agreement shall remain in effect.

5. This agreement is not assignable without the prior written consent of the Department.

6. This agreement, and the attached Exhibits A, B and C, constitutes the entire agreement between the Department and the Recipient. No representations, promises, or warranties have been made by either party that is not fully expressed in this agreement. Any change or alteration to the terms of this agreement must be made in the form of an addendum to this agreement which shall be effective only upon written approval of the Department and the Recipient.

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the date shown opposite its signature below:

City: Ankeny

By: _____ Date _____, _____

Title_____

I, _____, certify that I am the Clerk of the city of

Ankeny, and that _____, who signed said

Agreement for and on behalf of the Recipient was duly authorized to execute the same by

virtue of a formal resolution duly passed and adopted by the Recipient, on the _____day

of _____, _____.

Signed: _____ Date _____, _____
City Clerk of Ankeny, Iowa

IOWA DEPARTMENT OF TRANSPORTATION
Highway Administration

By: _____ Date _____, _____

Tony Gustafson, P.E.
District Engineer
District 1

EXHIBIT A

Standard Provisions for U-STEP or C-STEP Project Agreements

1. In accordance with Iowa Code Chapter 216, the Recipient shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability.

2. The project plans, specifications, and engineer's cost estimate for the project shall be prepared and certified by a registered Professional Engineer licensed in the State of Iowa. The Recipient shall submit the plans, specifications, and other contract documents to the Department for review and approval. If the project will be let by the Department, the most recent edition of the Iowa DOT Standard Specifications for Highway and Bridge Construction shall be used. The Recipient shall also follow the Department's letting procedures. If the project will be let by the Recipient, the project may utilize the Iowa DOT Standard Specifications for Highway and Bridge Construction, the Statewide Urban Design and Specifications, or specifications developed by the Recipient.

3. The Recipient shall use positive efforts to solicit bids from and to utilize Targeted Small Business (TSB) enterprises as contractors and ensure that the contractors make positive efforts to utilize these enterprises as subcontractors, suppliers, or participants in the work covered by this agreement. Efforts shall be made and documented in accordance with Exhibit B.

4. The Recipient shall obtain agreements, as needed, from railroad and utility companies and shall obtain project permits and approvals, when necessary, from the Iowa Department of Cultural Affairs (State Historical Society of Iowa; State Historic Preservation Officer), Iowa Department of Natural Resources, U.S. Coast Guard, U.S. Army Corps of Engineers, etc.

5. If right-of-way must be acquired for the project, the Recipient shall negotiate and secure the necessary right-of-way using the most appropriate of the following methods:

   A. When right-of-way is to be acquired, before acquisition procedures are begun, the Recipient shall meet staff from the Department's Office of Right of Way (ROW) to assure compliance with the U.S. Code, the Iowa Code, and 761 Iowa Administrative Code (IAC) Chapter 111; and determine what parcels, if any, are to be acquired in the name of the Department and what parcels, if any, in the name of the Recipient.

   B. Should eminent domain proceedings be required, the Recipient will condemn or appeal in the name of the Recipient or the Department, whichever applies. The project letting may not be held until the Recipient has certified that the right-of-way has been acquired. Upon completion of the acquisition for each parcel, all original documents for the acquisition shall be delivered to and become the property of the Department.

   C. The Recipient will meet with the Department's Office of Right of Way staff to determine who shall be responsible for demolition and/or property management functions.

   D. In accordance with 761 IAC Section 150.3(1)(b), the Recipient will be responsible for providing, without cost to the Department or the project, all right-of-way which involves dedicated streets or alleys, and other Recipient -owned lands, easements, and rights in land except park lands, subject to the condition that the Department will reimburse the Recipient for the value of improvements situated on said Recipient -owned lands if any. The Recipient has apprised itself of the value of these lands and, as a portion of its participation in the project, voluntarily agrees to make such lands available without further compensation.

6. The Recipient as well as its contractors, if any, agree to maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Agreement and to make such materials available at their respective offices at reasonable times during the Agreement period and for 3 years from the date of the final payment under the Agreement, for inspection by the Department.

7. The Recipient shall be responsible for obtaining all applicable permits from the Department, such as the Right to Occupy and/or Perform Work Within the Department's Right-of-Way, Permit of Access, Utility Accommodation, Right to Install and Maintain Traffic Control Devices, and/or other construction permits required for the project prior to advertisement for bids.

8. For projects let by the Department, the Recipient shall submit to the District an acceptable Project Development Certificate (Form 730002), plans, specifications, and cost estimate by the dates specified in the most current edition of Instructional Memorandum (I.M.) 3.010, Project Development Submittal Dates and Information. The Recipient shall also follow the Department's letting procedures. For projects let by the Recipient, the Project Development Certificate, plans, specifications, and cost estimate shall be submitted to the District at least 4 weeks prior to advertisement for bids.

9. Upon Department acceptance of the Project Development Certificate, final plans, proposal forms, specifications, and cost estimate, the Department will give the Recipient a written notice to proceed with the project. If the project will be let by the Recipient, advertisement for bids shall not be made until a written notice to proceed is received from the Department. After receiving the Department's approval, the Recipient shall advertise for bidders, hold a public letting, and provide adequate supervision for the construction work performed under the contract. The Recipient shall submit 2 copies of the bid tabulations and the letting documents to the Department for concurrence prior to formal action in the award of the contract.

10. If the Recipient lets the project, as described herein, the Recipient shall include in their Notice to Bidders that Sales Tax Exemption Certificates will be issued, as provided for by Iowa Code section 423.3, subsection 80. The Recipient shall be responsible for obtaining the sales tax exemption certificates through the Iowa Department of Revenue and Finance. The Recipient shall issue these certificates to the successful bidder and any subcontractors to enable them to purchase qualifying materials for the project free of sales tax.

11. The project must be let to contract within 2 years of the date this agreement is approved by the Department. If not, the Recipient may be in default, for which the Department may revoke funding commitments. This agreement may be extended for a period of 6 months upon receipt of a written request from the Recipient at least 30 days prior to the 2 year deadline.

12. The Recipient will be responsible for the initial costs of the construction. The Recipient shall prepare and submit to the Department a detailed billing statement of materials, installation, and construction costs incurred by the Recipient. Billing statements may be submitted periodically during progress of the work. Design, inspection, and administration costs will be the responsibility of the Recipient. If said statement and documentation are in proper form, the Department will promptly reimburse the Recipient for eligible project costs, less a withholding equal to 5% of the State share of construction costs, taking into account the limitations as stated in the agreement. If, upon final audit or review, the Department determines the Recipient has been overpaid, the Recipient shall reimburse the overpaid amount to the Department. After the final audit or review is complete and after the Recipient has provided all required paperwork, the Department will release the State funds withheld.

13. Signs and other traffic control devices necessary for construction of the project shall be in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD) per 761 IAC Chapter 130. The safety of the general public shall be assured through the use of proper protective measures and devices such as fences, barricades, signs, flood lighting, and warning lights as necessary.

14. If a detour is necessary, the Recipient will designate and sign the route at no cost to the project. The Department will cooperate if primary highways are involved.

15. Parking shall be prohibited on the minor street approaches for a distance of 35 feet in advance of the stop signs and/or crosswalks and on the exit sides of the minor streets for a distance of 35 feet beyond the stop signs and/or crosswalks. These parking restrictions shall go into effect at such time as the project is completed and opened to through traffic.

16. Upon completion of the project, the Recipient's engineer will certify that the project was completed in substantial compliance with the plans and specifications set out in this agreement before receiving final reimbursement of Department funds.

17. The Recipient shall provide to the Department 3 copies of the "as-built" project plans, within 6 months after the project is built.

18. The Recipient shall have ownership of traffic signals constructed with this project and shall operate them at its expense so long as signal protection is considered by either party as necessary at said location. If considered by both parties as no longer necessary at said location, the signals are to be removed by the Recipient at the Recipient's expense, and may be installed at another location acceptable to both parties and shall be owned and operated at the expense of the Recipient.

19. The Recipient shall submit a final detailed billing statement to the Department no later than 1 year after the date the Department concurs in the acceptance of the completed construction. If a final detailed billing statement is not submitted to the Department by the Recipient in the 1 year period, the Department will close the project's financial records without making additional reimbursement to the Recipient unless a time extension is requested. The time extension should be requested in writing by the Recipient and approved by the Department, at least 30 days prior to the 1 year deadline.

20. The Recipient agrees to indemnify, defend, and to hold the Department harmless from any action or liability arising out of the design, construction, maintenance, placement of traffic control devices, inspection, or use of this project. This agreement to indemnify, defend, and hold harmless applies to all aspects of the Department's application review and approval process, plan and construction reviews, and funding participation.

21. In case of dispute concerning the terms of this agreement, the parties shall submit the matter to arbitration pursuant to Iowa Code Chapter 679A. Either party has the right to submit the matter to arbitration after 10 days notice to the other party of their intent to seek arbitration. The written notice must include a precise statement of the dispute. The Department and the Recipient agree to be bound by the decision of the appointed arbitrator. Neither party may seek any remedy with the State or Federal courts absent exhaustion of the provisions of this paragraph for arbitration.

June 2019

EXHIBIT B

UTILIZATION OF TARGETED SMALL BUSINESS (TSB) ENTERPRISES ON NON-FEDERAL AID PROJECTS (THIRD-PARTY STATE-ASSISTED PROJECTS)

In accordance with Iowa Code Section 19B.7, it is the policy of the Iowa Department of Transportation (Iowa DOT) that Targeted Small Business (TSB) enterprises shall have the maximum practicable opportunity to participate in the performance of contracts financed in whole or part with State funds.

Under this policy the Recipient shall be responsible to make a positive effort to solicit bids or proposals from TSB firms and to utilize TSB firms as contractors or consultants. The Recipient shall also ensure that the contractors or consultants make positive efforts to utilize TSB firms as subcontractors, subconsultants, suppliers, or participants in the work covered by this agreement.

The Recipient's "positive efforts" shall include, but not be limited to:

1. Obtaining the names of qualified TSB firms from the Iowa Economic Development Authority (515-348-6159) or from its website at: https://www.iowaeda.com/small-business/targeted-small-business/

2. Notifying qualified TSB firms of proposed projects involving State funding. Notification should be made in sufficient time to allow the TSB firms to participate effectively in the bidding or request for proposal (RFP) process.

3. Soliciting bids or proposals from qualified TSB firms on each project, and identifying for TSB firms the availability of subcontract work.

4. Considering establishment of a percentage goal for TSB participation in each contract that is a part of this project and for which State funds will be used. Contract goals may vary depending on the type of project, the subcontracting opportunities available, the type of service or supplies needed for the project, and the availability of qualified TSB firms in the area.

5. For construction contracts:

    a) Including in the bid proposals a contract provision titled "TSB Affirmative Action Responsibilities on Non-Federal Aid Projects (Third-Party State-Assisted Projects)" or a similar document developed by the Recipient. This contract provision is available from the Administering Bureau.

    b) Ensuring that the awarded contractor has and shall follow the contract provisions.

6. For consultant contracts:

    a) Identifying the TSB goal in the Request for Proposal (RFP), if one has been set.

    b) Ensuring that the selected consultant made a positive effort to meet the established TSB goal, if any. This should include obtaining documentation from the consultant that includes a list of TSB firms contacted; a list of TSB firms that responded with a subcontract proposal; and, if the consultant does not propose to use a TSB firm that submitted a subcontract proposal, an explanation why such a TSB firm will not be used.

The Recipient shall provide the Iowa DOT the following documentation:

1. Copies of correspondence and replies, and written notes of personal and/or telephone contacts with any TSB firms. Such documentation can be used to demonstrate the Recipient's positive efforts and it should be placed in the general project file.

2. Bidding proposals or RFPs noting established TSB goals, if any.

3. Form 260017 "Checklist and Certification for the Utilization of TSBs" shall be filled out upon completion of each project, and sent to Iowa Department of Transportation, Civil Rights Bureau, 800 Lincoln Way, Ames, IA 50010: https://iowadot.seamlessdocs.com/f/ChecklistandCertforUtilizationofTSBonNonFederalProjects.

Exhibit C

N ANKENY BLVD LANDSCAPE IMPROVEMENTS PROJECT - PHASE 1
ENGINEER'S OPINION OF PROBABLE PROJECT COSTS
December 6, 2022

ITEM	ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL PRICE
		EARTHWORK				
2.01	2010-D-3	Topsoil, Off-site	CY	$ 30.00	65	$ 1,950.00
2.02	2010-E	Excavation, Class 10, Waste	CY	$ 20.00	150	$ 3,000.00
2.03	2010-G	Subgrade Preparation, 6-inch Depth	SY	$ 10.00	575	$ 5,750.00
2.04	2010-J	Subbase, Modified, 6-inch Depth	SY	$ 20.00	575	$ 11,500.00
2.05	2010-K-1	Removal of Structure, Retaining Wall	LS	$ 1,500.00	1	$ 1,500.00
2.06	2010-K-1	Removal of Structure, Brick Medians and Irrigation	LS	$ 1,500.00	1	$ 1,500.00
2.07	2010-M	Compaction Testing	LS	$ 2,500.00	1	$ 2,500.00
		WATER MAIN AND APPURTENANCES				
5.01	5010-999-A	Irrigation Sleeving, Trenchless HDPE, 3-inch Dia.	LF	$ 50.00	334	$ 16,700.00
5.02	5020-B	12-inch by 2-inch Service Saddle Tab and Corporation Valve	EA	$ 4,000.00	1	$ 4,000.00
5.03	5020-G	Valve Box Extension	EA	$ 500.00	6	$ 3,000.00
5.04	5020-999-A	12-Inch Ground Box	EA	$ 1,000.00	6	$ 6,000.00
		STRUCTURES FOR SANITARY AND STORM				
6.01	6010-E	Manhole Adjustment, Minor	EA	$ 1,000.00	3	$ 3,000.00
		STREETS AND RELATED WORK				
7.01	7010-A	Pavement, PCC, Class C-SUD, 9-inch Depth	SY	$ 100.00	572	$ 57,200.00
7.02	7010-E	Curb and Gutter, 2.5-foot Width, 9-inch Depth	LF	$ 50.00	233	$ 11,650.00
7.03	7010-F	PCC Beam Curb	LF	$ 35.00	508	$ 17,780.00
7.04	7010-G	Concrete Median, 6-inch Depth, PCC, Colored	SY	$ 110.00	52	$ 5,720.00
7.05	7030-A	Removal of Sidewalk	SY	$ 10.00	322	$ 3,220.00
7.06	7030-E	Sidewalk, PCC, 5-inch Depth	SY	$ 100.00	58	$ 5,800.00
7.07	7030-E	Sidewalk, PCC, 6-inch Depth	SY	$ 100.00	80	$ 8,000.00
7.08	7030-E	Sidewalk, PCC, 5-inch Depth, Textured Concrete	SY	$ 120.00	191	$ 22,920.00
7.09	7030-E	Sidewalk, PCC, 5-inch Depth, Colored and Textured Concrete	SY	$ 160.00	257	$ 41,120.00
7.10	7030-G	Detectable Warning, Galvanized Steel	SF	$ 65.00	144	$ 9,360.00
7.11	7040-H	Pavement Removal	SY	$ 30.00	145	$ 4,350.00
7.12	7040-I	Curb and Gutter Removal	LF	$ 20.00	1018	$ 20,360.00
		TRAFFIC CONTROL				
8.01	8010-A	Traffic Signal Modifications	LS	$ 80,000.00	1	$ 80,000.00
8.02	8020-C	Painted Pavement Markings, Durable	STA	$ 150.00	53.25	$ 7,987.50
8.03	8020-G	Painted Symbols and Legends	EA	$ 200.00	6.00	$ 1,200.00
8.04	8020-K	Pavement Markings Removed	STA	$ 200.00	27.00	$ 5,400.00
8.05	8020-L	Symbols and Legends Removed	EA	$ 250.00	2.00	$ 500.00
8.06	8020-M	Grooves Cut for Pavement Markings	STA	$ 100.00	53.25	$ 5,325.00
8.07	8020-N	Grooves Cut for Symbols and Legends	EA	$ 250.00	6.00	$ 1,500.00
8.08	8030-A	Temporary Traffic Control	LS	$ 25,000.00	1	$ 25,000.00
8.09	8030-999-A	Portable Dynamic Message Sign (PDMS)	CDAY	$ 150.00	10	$ 1,500.00
		SITE WORK AND LANDSCAPING				
9.01	9010-A	Conventional Seeding and Fertilizing, Type 6	AC	$ 7,500.00	0.2	$ 1,500.00
9.02	9010-B	Hydraulic Mulching, Bonded Fiber Matrix	AC	$ 5,000.00	0.2	$ 1,000.00
		MISCELLANEOUS				
11.01	11,020-A	Mobilization	LS	$ 40,000.00	1	$ 40,000.00
11.02	11,050-A	Concrete Washout	LS	$ 2,000.00	1	$ 2,000.00
11.03	11,050-999-A	Remove and Reinstall of Type 'A' Sign	EA	$ 1,000.00	3	$ 3,000.00
				Total Estimated Construction Costs:		$ 443,792.50

NOTE: Section 5 (Water Main and Appurtenances) is not reimbursable

ANKENY CITY COUNCIL

City Council Agenda

February 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:
City Clerk	Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Consider motion to adopt an amended and substituted **RESOLUTION** accepting the Ankeny Parks Maintenance Facility Renovation - Phase 2 project.

EXECUTIVE SUMMARY:

This is amending Resolution 2023-032, which was approved at the 1/17/23 council meeting. The Resolution listed the wrong final construction cost as $38,184.85. The final cost is $763,397.00.

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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Resolution

Council Member _____ introduced the following Resolution entitled "AMENDED AND SUBSTITUTED RESOLUTION ACCEPTING THE ANKENY PARKS MAINTENANCE FACILITY RENOVATION - PHASE 2", 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:

AMENDED AND SUBSTITUTED RESOLUTION 2023-____

AN AMENDED AND SUBSTITUTED RESOLUTION ACCEPTING THE ANKENY PARKS MAINTENANCE FACILITY RENOVATION - PHASE 2

WHEREAS, on the **1st** day of **March**, 2021, the Mayor and Clerk of the City of Ankeny, Iowa, entered into a construction contract with **Burkett Construction LLC** of **DeSoto, Iowa**, for the construction of certain public improvements generally described as the Ankeny Parks Maintenance Facility Renovation - Phase 2; and

WHEREAS, the contractor has fully completed the construction of the public improvements in accordance with the terms and conditions of the contract and plans and specifications, as shown by the certificate of the Architect filed with the Clerk on **December 23**, **2022**:

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

Section 1. That the report of the Engineer be and the same is hereby approved and adopted, and the public improvements are hereby approved and accepted as having been fully completed in accordance with the plans, specifications and form of contract and the total final construction cost thereof is hereby determined to be **$763,397.00**, as shown in the report of the Architect.

Section 2. That Resolution No. 2023-032, approved on January 17, 2023, is hereby repealed and replaced.

PASSED AND APPROVED this **6th** day of **February**, 2023

_____
Mayor

ATTEST:

_____
City Clerk

ANKENY CITY COUNCIL

City Council Agenda

February 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:
Economic Development	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. 3 to the Amended and Restated 1991 Ankeny Urban Renewal Plan in the City of Ankeny, State of Iowa. (date of hrg: 3/6/23 @ 5:30 p.m.)

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**

This action is for setting the public hearing and consultation meetings only.

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 was last amended in 2021, which included a more limited scope of parking improvements.

PUBLIC OUTREACH EFFORTS:

Consultation with all affected taxing entities will occur prior to the public hearing.

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
NOC Mtg - Amend 3 1991 URA
NOH Amend 3 1991 URA
Reso Amend 3 1991 URA

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. 3 TO THE AMENDED AND RESTATED 1991 CITY OF ANKENY 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 February 15, 2023, at the City Hall, 410 West First Street, Ankeny, Iowa concerning a proposed Amendment No. 3 to the Amended and Restated 1991 City of Ankeny Urban Renewal Plan for the 1991 City of Ankeny 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. 3 to the Amended and Restated 1991 City of Ankeny 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)

02151499-1\10174-695

(One publication required)

NOTICE OF PUBLIC HEARING TO CONSIDER APPROVAL OF A PROPOSED AMENDMENT NO. 3 TO THE AMENDED AND RESTATED 1991 CITY OF ANKENY 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 March 6, 2023 in the Council Chambers, Ankeny Kirkendall Public Library, 1250 SW District Drive, Ankeny, Iowa, to consider adoption of a proposed Amendment No. 3 to the Amended and Restated 1991 City of Ankeny Urban Renewal Plan (the "Amendment") concerning an Urban Renewal Area in the City of Ankeny, State of Iowa.

The 1991 City of Ankeny Urban Renewal Area contains the land legally described as follows:

ORIGINAL AREA

ALLTHAT 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

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 the growth and retention of qualified industries and businesses in the Urban Renewal Area through various public purpose and special financing activities outlined 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 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. 3 would add and/or confirm the proposed urban renewal projects to be undertaken within the Urban Renewal Area. The proposed Amendment adds no new land 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)

02151501-1\10174-695

RESOLUTION NO. _____

RESOLUTION SETTING DATES OF A CONSULTATION AND A PUBLIC HEARING ON A PROPOSED AMENDMENT NO. 3 TO THE AMENDED AND RESTATED 1991 CITY OF ANKENY URBAN RENEWAL PLAN IN THE CITY OF ANKENY, STATE OF IOWA

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

ALLTHAT 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, City staff has caused there to be prepared a form of Amendment No. 3 to the Plan ("Amendment No. 3" 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 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, the Iowa statutes require the City Council to notify all affected taxing entities of the consideration being given to the proposed Amendment No. 3 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. 3 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. 3 required by Section 403.5(2), Code of Iowa, as amended, shall be held on February 15, 2023, at 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. 3, 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. 3 TO THE AMENDED AND RESTATED 1991 CITY OF ANKENY 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 February 15, 2023, at the City Hall, 410 West First Street, Ankeny, Iowa concerning a proposed Amendment No. 3 to the Amended and Restated 1991 City of Ankeny Urban Renewal Plan for the 1991 City of Ankeny 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. 3 to the Amended and Restated 1991 City of Ankeny 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. 3 before the City Council at its meeting which commences at 5:30 P.M. on March 6, 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:

NOTICE OF PUBLIC HEARING TO CONSIDER APPROVAL OF A PROPOSED AMENDMENT NO. 3 TO THE AMENDED AND RESTATED 1991 CITY OF ANKENY 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 March 6, 2023 in the Council Chambers, Ankeny Kirkendall Public Library, 1250 SW District Drive, Ankeny, Iowa, to consider adoption of a proposed Amendment No. 3 to the Amended and Restated 1991 City of Ankeny Urban Renewal Plan (the "Amendment") concerning an Urban Renewal Area in the City of Ankeny, State of Iowa.

The 1991 City of Ankeny Urban Renewal Area contains the land legally described as follows:

ORIGINAL AREA

ALLTHAT 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

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 the growth and retention of qualified industries and businesses in the Urban Renewal Area through various public purpose and special financing activities outlined 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 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. 3 would add and/or confirm the proposed urban renewal projects to be undertaken within the Urban Renewal Area. The proposed Amendment adds no new land 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. 3, attached hereto as Exhibit 1, for the Urban Renewal Area described therein is hereby officially declared to be the proposed Amendment No. 3 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 February, 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 3rd Street to SW 5th Street, SW Walnut Street, south of SW 3rd Street to SW Railroad Drive and new diagonal stalls on SW 3rd 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

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)

02148361-1\10174-69

ANKENY CITY COUNCIL

City Council Agenda

February 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-51.

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-51.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available

ANKENY CITY COUNCIL

City Council Agenda

February 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 Clerk

COUNCIL GOAL:

ACTION REQUESTED:
Motion

LEGAL:

SUBJECT:

Consider Mayor's Appointments to Boards and Commissions as follows:

Examiners & Appeals Board

- BJ Frideres - effective immediately - term expires 12/31/2025 (Seat 4)

Park Board

- Katie Maki - effective immediately - term expires 12/31/2026 (Seat 3)

EXECUTIVE SUMMARY:

Mayor Holm is asking council to approve the recommendations he is making for appointments to expired Boards and Commissions

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Approve as presented.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to approve Mayor's appointments to expired Board and Commission terms as presented.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Appointments

SEAT NO.	Current Appointment	Term Expires	Re-Appt Application	Appointment 12/19/2022	New Expire
	BOARD OF EXAMINERS & APPEALS				
4	Stephanie Bonanno	12/31/2022	No	#	12/31/2025
5	Brant Carr	12/31/2022	Yes	Brant Carr	12/31/2025
	HUMAN RIGHTS COMMISSION				
1	Blake Campbell	12/31/2022	No	*	12/31/2025
3	Isaiah McGee	12/31/2022	Yes	Isaiah McGee	12/31/2025
4	Mindy Nguyen	12/31/2024	Resigned	Dustin Graber	12/31/2024
	PLAN & ZONING COMMISSION				
4	Randy Weisheit	12/31/2022	Yes	Randy Weisheit	12/31/2026
	AIRPORT BOARD OF ADJUSTMENT				
	Bruce Friest	12/31/2022	Yes	Bruce Friest	12/31/2027
	PARK BOARD				
3	Lisa McDaniel	1/31/2023	Resigned	#	12/31/2026
4	Aaron Bradshaw	1/31/2023	Yes	Aaron Bradshaw	12/31/2026
5	Josh Craighead	1/31/2023	Yes	Josh Craighead	12/31/2026

* - Seeking applications
# - Interview scheduled

ANKENY CITY COUNCIL

City Council Agenda

February 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:
Planning and Building	Ensure Economic Vitality

ACTION REQUESTED:

Ordinance - 2nd Reading

LEGAL:

SUBJECT:

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.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Accept second consideration of ORDINANCE 2130 amending the Zoning Regulations.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to accept second consideration of ORDINANCE 2130

Action: Consider motion to accept second consideration of ORDINANCE 2150.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Ordinance
P&Z Stamped Rezoning Exhibit

Preparer Information: Bryan Morrissey, City of Ankeny, Iowa, 1210 NW Prairie Ridge Dr, Ankeny, IA 50023 Phone: 515-963-3551

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 20th day of December 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 February, 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:

PART OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 79 NORTH, RANGE 23 WEST OF THE 5TH P.M., NOW INCLUDED IN AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY, IOWA, BEING A PART OF PARCEL B DEPICTED THAT PLAT OF SURVEY FILED IN BOOK 6149 AT PAGE 41 IN THE OFFICE OF THE RECORDER FOR POLK COUNTY, IOWA, AND BEING MORE PARTICULARLY DESCRIBED BY SURVEY AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 6; THENCE NORTH 00°(DEGREES) 08'(MINUTES) 30"(SECONDS) WEST, 560.05 FEET (PREVIOUSLY RECORDED AS NORTH 00°16'32" WEST, 560.10 FEET) ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 6 TO THE POINT OF BEGINNING; THENCE NORTH 88°18'32" WEST (PREVIOUSLY RECORDED AS NORTH 88°26'38" WEST), 548.42 FEET ALONG THE SOUTH LINE OF SAID PAREL B TO THE SOUTHEAST CORNER OF PARCEL L OF THAT PLAT OF SURVEY FILED IN BOOK 8738 AT PAGE 867 IN THE OFFICE OF THE RECORDER FOR POLK COUNTY, IOWA; THENCE NORTH 00°01'55" EAST, 1499.82 FEET (PREVIOUSLY RECORDED AS SOUTH 00°02'49" WEST, 1499.83 FEET) ALONG THE EAST LINE OF SAID PARCEL L TO THE NORTH LINE OF SAID PARCEL B; THENCE SOUTH 89°53'46" EAST (PREVIOUSLY RECORDED AS NORTH 90°00'00" EAST), 543.60 FEET ALONG THE NORTH LINE OF SAID PARCEL B TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 6; THENCE SOUTH 00°08'30" EAST, 1515.03 FEET (PREVIOUSLY RECORDED AS SOUTH 00°16'32" EAST, 1515.01 FEET) ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 6 TO THE POINT OF BEGINNING.

CONTAINING 18.89 ACRES IN TOTAL, OF WHICH 2.15 ACRES IS CONTAINING IN PRESENT ROAD RIGHT-OF-WAY EASEMENT.

LAYMAN'S DESCRIPTION:

Approximately 16.74 acres (+/-) of land located along the west 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 February, 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 _____

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

WARRANTY DEED:
BOOK 6145, PAGE 46

PROPERTY DESCRIPTION

Part of the Northeast Quarter of Section 6, Township 79 North, Range 23 West of the 5th P.M., now included in and forming a part of the City of Ankeny, Polk County, Iowa, being a part of Parcel B depicted that Plat of Survey filed in Book 6149 at Page 41 in the Office of the Recorder for Polk County, Iowa, and being more particularly described by survey as follows:

Commencing at the East Quarter Corner of said Section 6; thence North 00°(degrees) 08'(minutes) 30"(seconds) West, 560.05 feet (previously recorded as North 00°16'32" West, 560.10 feet) along the East line of the Northeast Quarter of said Section 6 to the Point of Beginning; thence North 88°18'32" West (previously recorded as North 88°26'38" West), 548.42 feet along the South line of said Parcel B to the Southeast Corner of Parcel L of that Plat of Survey filed in Book 8738 at Page 867 in the Office of the Recorder for Polk County, Iowa; thence North 00°01'55" East, 1499.82 feet (previously recorded as South 00°02'49" West, 1499.83 feet) along the East line of said Parcel L to the North line of said Parcel B; thence South 89°53'46" East (previously recorded as North 90°00'00" East), 543.60 feet along the North line of said Parcel B to the East line of the Northeast Quarter of said Section 6; thence South 00°08'30" East, 1515.03 feet (previously recorded as South 00°16'32" East, 1515.01 feet) along the East line of the Northeast Quarter of said Section 6 to the point of beginning.

Containing 18.89 acres in total, of which 2.15 acres is containing in present road right-of-way easement.

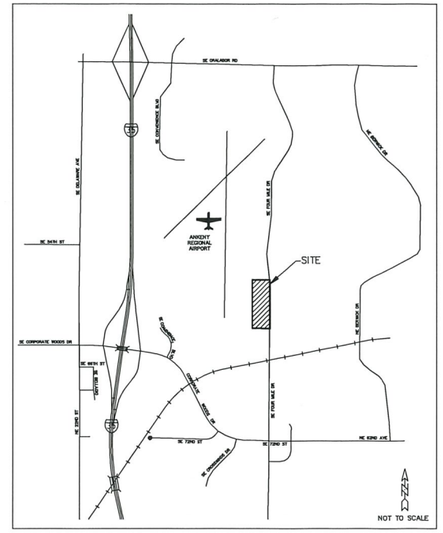
NOTIFICATION AREA & CONSENT TABLES

PROPERTY NO.	OWNER	250' NOTIFICATION AREA (ACRES)	% OF AREA	Consenting
1	CROSSWINDS BUSINESS PARK, LLC	2.81	10.29%	Y
2	POLK COUNTY AVIATION AUTHORITY	1.15	4.21%	Y
3	POLK COUNTY AVIATION AUTHORITY	8.59	31.47%	Y
4	POLK COUNTY AVIATION AUTHORITY	1.13	4.14%	Y
5	GRAND CAPITAL, LC	2.56	9.38%	Y
6	BERNARD HILBERT	0.48	1.76%	Y
7	N.G.R., INC.	4.85	17.77%	Y
8	GRAND CAPITAL, LC	3.23	11.83%	Y
9	FRANCES MCKNIGHT	0.65	2.38%	
10	GRAND CAPITAL, LC	1.85	6.78%	Y
TOTALS		27.30	100.00%	

BREAKDOWN OF CONSENTING PROPERTIES

1	CROSSWINDS BUSINESS PARK, LLC	2.81	10.29%
2, 3, 4	POLK COUNTY AVIATION AUTHORITY	10.87	39.82%
5, 8, 10	GRAND CAPITAL, LC	7.64	27.99%
6	BERNARD HILBERT	0.48	1.76%
7	N.G.R., INC.	4.85	17.77%
TOTALS		26.65	97.62%

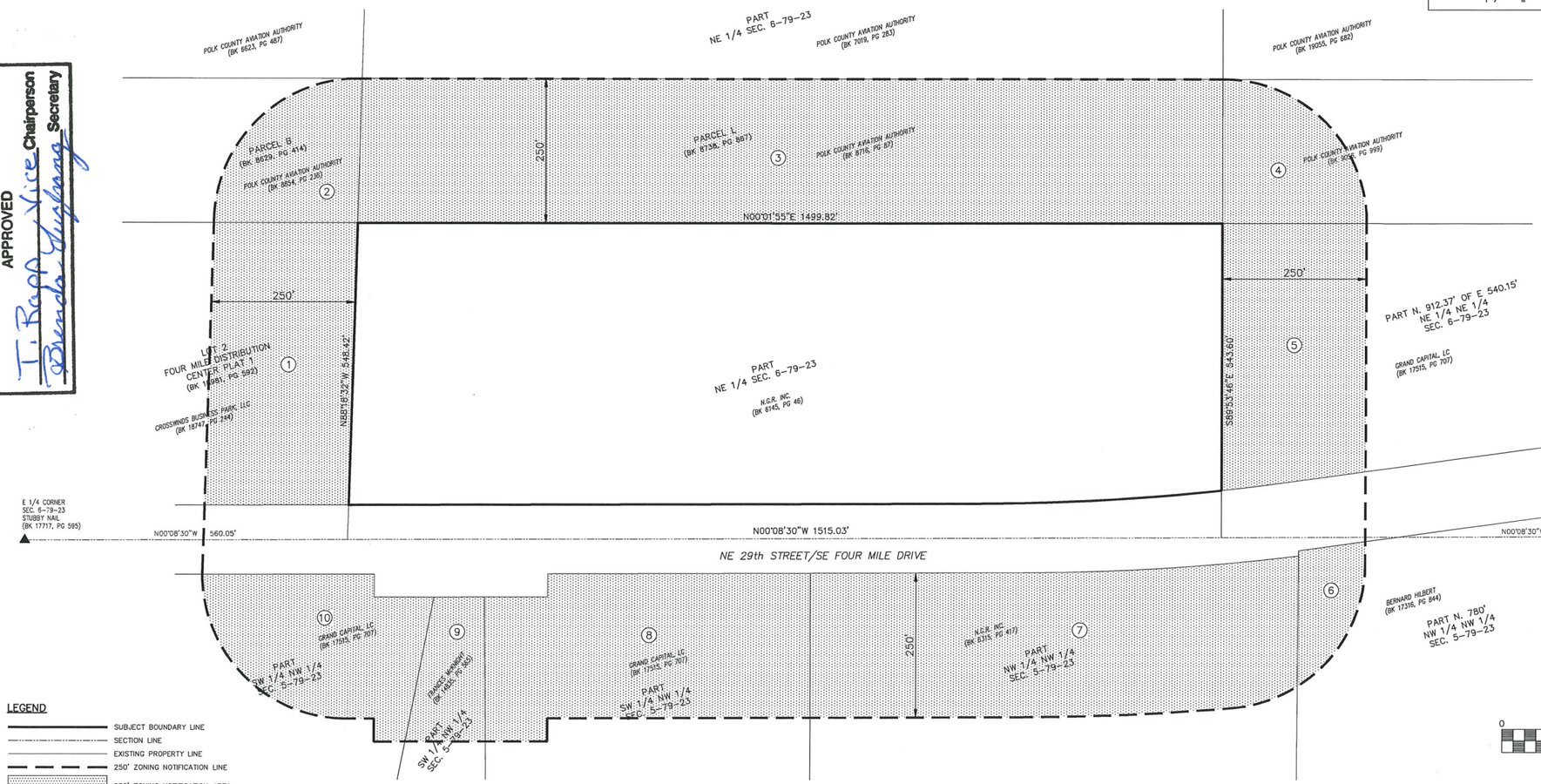
VICINITY MAP



ZONING

EXISTING: R-1, ONE-FAMILY RESIDENCE DISTRICT

PROPOSED: M-1, LIGHT INDUSTRIAL DISTRICT



ROLL CALL
Plan & Zoning Commission
Ankeny, IA
Date December 20, 2022
Ayes 6 Nays 0 Abstain — Absent 1
APPROVED
T. Rapp Vice Chairperson
Brenda Youngberg Secretary

NGR WEST - REZONING

LOCATION:

SCALE:	1" = 100'
DWG:	22-053-REZONE
FIELD BOOK:	
DESIGNED BY:	DFR
CHECKED BY:	DFR
SHEET 1 OF 1	
DRAWN BY:	DFR
DATE:	11/09/2022
FILE NO.:	22-053

NO.	REVISION	DATE	BY	FOR:

ERG
Engineering Resource Group, Inc.
Engineers, Land Surveyors
2413 GRAND AVENUE
DES MOINES, IOWA 50312
(515) 288-4823

22-053

ANKENY CITY COUNCIL

City Council Agenda

February 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:
Planning and Building	Ensure Economic Vitality

ACTION REQUESTED:

Ordinance - 2nd Reading

LEGAL:

SUBJECT:

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.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Accept second consideration of Ordinance 2131 amending the Zoning Regulations.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to accept second consideration of ORDINANCE 2131.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Ordinance
P&Z Stamped Rezoning Map

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 BRICKTOWNE PIPER LC.

WHEREAS, the Plan and Zoning Commission of the City of Ankeny, Iowa, held a public hearing and on the 20th day of December 2022, 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 Bricktowne Piper LC., from the current R-3, Multiple-Family Residence District, to C-2, General Retail & Highway Oriented Business District,

WHEREAS, on the 20th day of February, 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:
OUTLOT Z PIPER PROPERTIES PLAT 1

LAYMAN'S DESCRIPTION:
Approximately 4.23-acres (+/-) located west of N. Ankeny Boulevard,
north of NW Reinhart 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 Bricktowne Piper LC., from the current R-3, Multiple-Family Residence District, to C-2, General Retail & Highway Oriented Business District.

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

Section 3. 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 **February**, 2023.

_____
Mark E. Holm, Mayor

ATTEST:

_____
Michelle Yuska, City Clerk

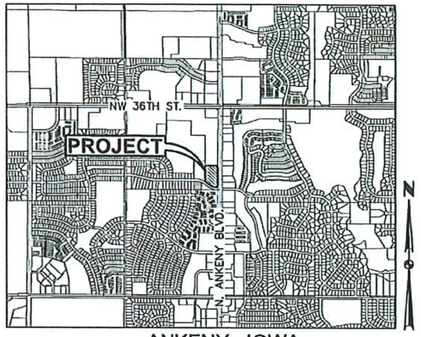
PUBLISHED IN THE
DES MOINES REGISTER
ON THE ____DAY OF _____, 2023

1st Con _____ (P. Hrg.)
2nd Con _____
3rd Con _____

ROLL CALL
Plan & Zoning Commission
Ankeny, IA
Date December 20, 2022
Ayes 6 Nays 0 Abstain ___ Absent 1
APPROVED
T. Rapp Vice Chairperson
Secretary

VICINITY MAP

SCALE 1"=2000'



ANKENY, IOWA

OWNER / APPLICANT

BRICKTOWNE PIPER LC
CONTACT: DICKSON JENSEN
4611 MORTENSEN ROAD, SUITE 106
AMES, IA 50014
PH. (515) 233-2752

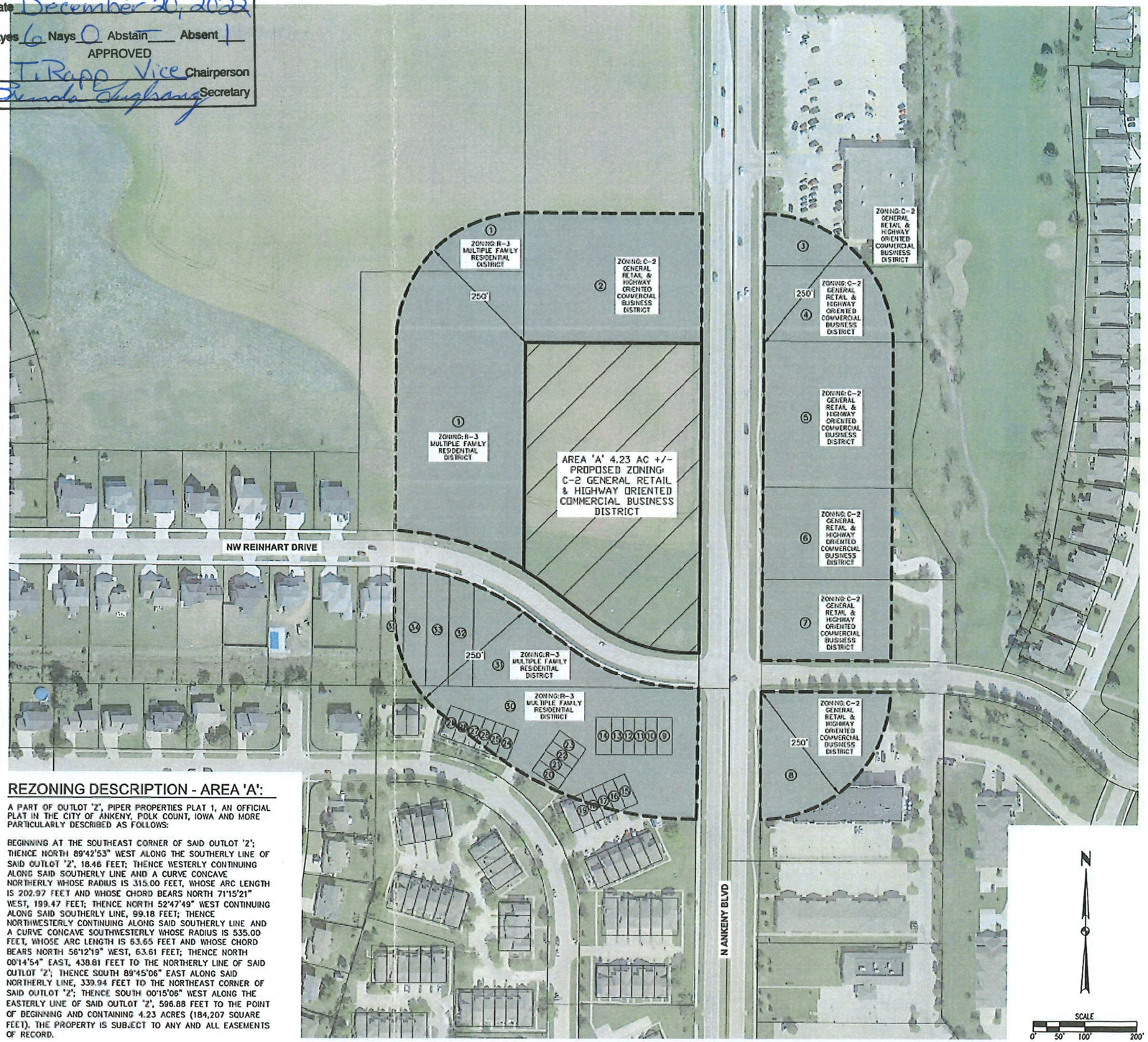
ZONING:

EXISTING: R-3 MULTIPLE FAMILY RESIDENTIAL DISTRICT

PROPOSED: C-2 GENERAL RETAIL & HIGHWAY ORIENTED COMMERCIAL BUSINESS DISTRICT

ADJACENT OWNERSHIP:

	OWNER	ACRES	PERCENT	CONSENTING
1	BRICKTOWNE PIPER LC	3.34	22.77%	X
2	NORTH ANKENY BOULEVARD LLC	1.95	13.27%	X
3	FAREWAY STORES INC	0.32	2.19%	X
4	JAM INVESTMENT OF ANKENY LLC	0.78	5.29%	
5	WILLIAM B KIMBERLEY REVOCABLE TRUST	1.62	11.02%	
6	WILMOT INVESTMENTS LLC	1.02	6.94%	X
7	CENTRAL BANK	0.90	6.11%	X
8	KIMBERLEY COMMERCIAL LLC	1.11	7.57%	
9	LINDA SICKERSON	0.05	0.33%	
10	CHAD BORSHEIM	0.04	0.24%	
11	LUCAS A BORST	0.04	0.24%	
12	DANIEL & SUSAN KALEY	0.04	0.24%	
13	ELIZABETH J HOLLAND	0.04	0.24%	
14	BRUCE A COOK	0.05	0.33%	
15	LA VAUN C SCHAEFFER	0.04	0.24%	
16	ADAM J & REBECCA A WEBER	0.03	0.21%	
17	AMANDA E MCDANIEL	0.02	0.16%	
18	BAILEY PEASE & DYLAN HEACOCK	0.01	0.10%	
19	CHARLES & SHELBY PHIPPEN	0.00	0.03%	
20	SHANNON LINCOLN	0.04	0.24%	
21	ANNA E SCHWEERS	0.03	0.21%	
22	MICHAEL C GETTEMY	0.03	0.21%	
23	CHERYL V BOSE	0.04	0.24%	
24	KEVIN & SHERI L MCGINNIS	0.04	0.24%	
25	MARIAN & MARK LEE	0.03	0.20%	
26	DOUGLAS D DICKINSON	0.03	0.17%	
27	JOHN E & LYNN R BYRNE	0.02	0.15%	
28	DALE E & SHERRY SCHROEDER	0.02	0.12%	
29	BRADY S NORTH	0.02	0.11%	
30	GEORGETOWN TOWNHOME ASSOCIATION	1.56	10.59%	
31	NANCY M WOODIN REVOCABLE TRUST	0.74	5.05%	X
32	JOLYNN H & MATTHEW D FREY	0.21	1.44%	X
33	TERRIL N SESKER	0.23	1.54%	X
34	CHARLES & TAMMIE CUNNINGHAM	0.22	1.50%	X
35	JENSS LLC	0.06	0.43%	X
		14.68	100.00%	61.24%



REZONING DESCRIPTION - AREA 'A':

A PART OF OUTLOT 'Z', PIPER PROPERTIES PLAT 1, AN OFFICIAL PLAT IN THE CITY OF ANKENY, POLK COUNT, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID OUTLOT 'Z'; THENCE NORTH 89°42'53" WEST ALONG THE SOUTHERLY LINE OF SAID OUTLOT 'Z', 18.46 FEET; THENCE WESTERLY CONTINUING ALONG SAID SOUTHERLY LINE AND A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 315.00 FEET, WHOSE ARC LENGTH IS 202.97 FEET AND WHOSE CHORD BEARS NORTH 71°15'21" WEST, 199.47 FEET; THENCE NORTH 52°47'49" WEST CONTINUING ALONG SAID SOUTHERLY LINE, 99.18 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID SOUTHERLY LINE AND A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 535.00 FEET, WHOSE ARC LENGTH IS 63.65 FEET AND WHOSE CHORD BEARS NORTH 56°12'19" WEST, 63.61 FEET; THENCE NORTH 00°14'54" EAST, 438.81 FEET TO THE NORTHERLY LINE OF SAID OUTLOT 'Z'; THENCE SOUTH 89°45'06" EAST ALONG SAID NORTHERLY LINE, 339.94 FEET TO THE NORTHEAST CORNER OF SAID OUTLOT 'Z'; THENCE SOUTH 00°15'06" WEST ALONG THE EASTERLY LINE OF SAID OUTLOT 'Z', 596.88 FEET TO THE POINT OF BEGINNING AND CONTAINING 4.23 ACRES (184,207 SQUARE FEET). THE PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400

ENGINEER: EKO | TECH: MAE

REVISIONS	DATE
FIRST SUBMITTAL	10/28/2022
PREPARED	08/17/2022

CIVIL DESIGN ADVANTAGE
ANKENY, IOWA

BRICKTOWNE PIPER - PHASE 2

REZONING MAP

1/1

2208.571

FILE: I:\2022\2208571\DWG\2208571-REZONING.DWG
FILE DATE: 9/15/22 | DATE PLOTTED: 10/28/2022 8:19 AM | COMMON DWG
PLOTTED BY: TOM GLUDOVIC | TECH:

ANKENY CITY COUNCIL

City Council Agenda

February 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 Clerk

COUNCIL GOAL:

ACTION REQUESTED:
Resolution

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:
Proposed SW State Street Fiber Optic Relocation (PH 2023-07)

EXECUTIVE SUMMARY:

The SW State Street Fiber Optic Relocation includes fiber optic cable and conduit modifications, and installation of traffic signal components at the intersection of SW State Street and SW Oralabor Road. The project includes installing approximately 22,500 LF of single-mode fiber optic cable and 6,700 LF of conduit, with approximately 310 fiber optic cable splices/ terminations and 5 splice enclosures/ cases. Other associated improvements include installation of traffic signal cabinet with riser and foundation, power service and handholes, temporary traffic control, mobilization, site restoration and miscellaneous associated work necessary to complete the project.

The City will furnish approximately 5,000 LF of 24-count and 12,500 LF of 96-count single-mode fiber optic cable, and the low-voltage ATC traffic signal cabinet, ATC controller, conflict monitor, uninterruptible power supply, and riser for Contractor installation.

The bid opening for this project was held on Tuesday, January 31, 2023. Two (2) bids were received as follows:

1. Iowa Signal, Inc. $257,156.40

2. Communication Innovators, Inc. $375,154.30

The Engineer's Estimate for the project was $248,875.75. The bids ranged from approximately 3% to 50% above the estimate. Iowa Signal, Inc. has completed numerous similar projects for the City of Ankeny in the past, including the SE Delaware Avenue Fiber Optic Connection and the construction of the traffic signal at N Ankeny Boulevard & 36th Street in 2022, and they have the technical experience to complete this project. The Public Works Department and the City's consultant for the project, HR Green, recommend awarding the SW State Street Fiber Optic Relocation to Iowa Signal, Inc. of Grimes, Iowa**.**

The Contractor is required to complete installation of the traffic signal components no later than April 5, 2023, and shall fully complete the project no later than November 3, 2023. The project schedule is planned in coordination with the SW State Street & SW Oralabor Road Safety Improvements and Oralabor Gateway Trail Underpass construction in 2023 and 2024.

FISCAL IMPACT: **Yes**

This project is included in the current Capital Improvement Program with construction scheduled for 2023. Partial reimbursement will be received from Ankeny Community School District.

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the Council take the following action:

1. Hold a hearing on the proposed Contract Documents (plans, specifications, and form of contract), and estimate of cost ($248,875.75).

2. Approve Resolution, adopting said plans, specifications, form of contract, and estimated cost, for the SW State Street Fiber Optic Relocation.

3. Receive and file the report of bids received on January 31, 2023.

4. Approve Resolution, making award of construction contract to Iowa Signal, Inc. of Grimes, Iowa.

5. Approve Resolution, approving contract and bonds with Iowa Signal, Inc. in the amount of $257,156.40**.**

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

January 3, 2023: The City Council approved a Resolution ordering construction and setting the bid opening date as January 31, 2023, and setting the public hearing date as February 6, 2023.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to adopt 1) RESOLUTION adopting plans, specifications, form of contract and estimate of cost $248,875.75; 2) receive and file report of bids received January 31, 2023; 3) adopt RESOLUTION making award of construction contract with Iowa Signal, Inc. in the amount of $257,156.40; and 4) adopt RESOLUTION approving contract and bonds with Iowa Signal, Inc. in the amount of $257,156.40.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
RES - plans, specs
Bid Sheet
Bid Tab
RES - making award
RES - approving contract
Map
Contract

Council Member _____ introduced the following Resolution entitled "RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE SW STATE STREET FIBER OPTIC RELOCATION", 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 SW STATE STREET FIBER OPTIC RELOCATION

WHEREAS, on the **3rd** day of **January**, **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 SW State Street Fiber Optic Relocation; 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 February, 2023.

_____

Mayor

ATTEST:

_____

City Clerk

city of Ankeny
bringing it all together

REC'D & FILED
BY CITY COUNCIL
2/6/23

BID LETTING **10:30 A.M.** **JANUARY 31, 2023**

SW STATE STREET FIBER OPTIC RELOCATION

The purpose of this meeting is to receive, open and tabulate bids for construction of the SW State Street Fiber Optic Relocation project in accordance with the Plans and Specifications prepared by HR Green.

Mark Mueller, Public Works Director

Project Estimate of Cost $ 248,875.75

	Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (none) Acknowledged
* 1)	✓	Iowa Signal Inc 3711 SE Capitol Cir Grimes IA 50111	257,156.40	
2)	✓	Communication Innovators 1301 NE 56th St Pleasant Hill IA 50317	375,154.30	
3)				
4)				
5)				
6)				

*Apparent Low Bidder

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

*Apparent Low Bidder

Bids will be reviewed and further action taken by the City Council at their next regular meeting of February 6, 2023 at 5:30 P.M.

Mark Mueller

Mark Mueller, Public Works Director

ATTEST:

Michelle Yuska

Michelle Yuska, City Clerk

TABULATION OF BIDS
SW State Street Fiber Optic Relocation
SW Oralabor Road to SW Prairie Trail Parkway
City of Ankeny, Iowa
Project Number: 220761
Bid Date/Time: January 31, 2023 at 10:30 AM

HRGreen

						1		2		3	
				Engineer's Estimate		Iowa Signal, Inc.		Communications Innovators, Inc.		n/a	
Item No.	**Description**	**Unit**	**Quantity**	**Unit Price**	**Total Cost**	**Unit Price**	**Total Cost**	**Unit Price**	**Total Cost**	**Unit Price**	**Total Cost**
DIVISION 8 - TRAFFIC CONTROL											
8.1	TRAFFIC SIGNAL CABINET INSTALLATION, SW STATE STREET & SW ORALABOR ROAD	LS	1.0	$ 19,875.00	**$ 19,875.00**	$ 14,800.00	**$ 14,800.00**	$ 42,922.00	**$ 42,922.00**		**$ -**
8.2	REMOVAL OF 48-CNT OR LESS FIBER OPTIC CABLE	LF	10170.0	$ 0.90	**$ 9,153.00**	$ 1.25	**$ 12,712.50**	$ 1.67	**$ 16,983.90**		**$ -**
8.3	REMOVAL OF 96SM FIBER OPTIC CABLE	LF	1375.0	$ 1.05	**$ 1,443.75**	$ 1.25	**$ 1,718.75**	$ 3.72	**$ 5,115.00**		**$ -**
8.4	REMOVAL/REINSTALL/RELOCATION OF 48-CNT OR LESS FIBER OPTIC CABLE	LF	2155.0	$ 1.85	**$ 3,986.75**	$ 2.20	**$ 4,741.00**	$ 3.52	**$ 7,585.60**		**$ -**
8.5	REMOVAL/REINSTALL/RELOCATION OF 96SM FIBER OPTIC CABLE	LF	920.0	$ 2.00	**$ 1,840.00**	$ 2.20	**$ 2,024.00**	$ 4.41	**$ 4,057.20**		**$ -**
8.6	REMOVAL OF HANDHOLE, TYPE 3 "TUB" 24" X 36"	EACH	3.0	$ 750.00	**$ 2,250.00**	$ 750.00	**$ 2,250.00**	$ 682.00	**$ 2,046.00**		**$ -**
8.7	INSTALLATION OF CITY PROVIDED FIBER OPTIC CABLE, SM, 24-CNT, CITY	LF	4885.0	$ 1.85	**$ 9,037.25**	$ 2.00	**$ 9,770.00**	$ 2.05	**$ 10,014.25**		**$ -**
8.8	INSTALLATION OF CITY PROVIDED FIBER OPTIC CABLE, SM, 96-CNT, CITY	LF	12450.0	$ 2.25	**$ 28,012.50**	$ 2.00	**$ 24,900.00**	$ 2.02	**$ 25,149.00**		**$ -**
8.9	INSTALLATION OF CONTRACTOR PROVIDED FIBER OPTIC CABLE, SM, 48-CNT, SCHOOL DISTRICT	LF	2990.0	$ 3.00	**$ 8,970.00**	$ 3.25	**$ 9,717.50**	$ 3.27	**$ 9,777.30**		**$ -**
8.10	INSTALLATION OF CONTRACTOR PROVIDED FIBER OPTIC CABLE, SM, 96-CNT, SCHOOL DISTRICT	LF	2090.0	$ 3.75	**$ 7,837.50**	$ 4.25	**$ 8,882.50**	$ 4.58	**$ 9,572.20**		**$ -**
8.11	CONDUIT, FIBER OPTIC, BLUE HDPE, 2 INCH DIAMETER, CITY	LF	3400.0	$ 12.00	**$ 40,800.00**	$ 12.50	**$ 42,500.00**	$ 23.10	**$ 78,540.00**		**$ -**
8.12	CONDUIT, FIBER OPTIC, ORANGE HDPE, 2 INCH DIAMETER, SCHOOL DISTRICT	LF	2775.0	$ 12.00	**$ 33,300.00**	$ 12.50	**$ 34,687.50**	$ 10.73	**$ 29,775.75**		**$ -**
8.13	CONDUIT, HDPE, 2 INCH DIAMETER, FUTURE LIGHTING	LF	430.0	$ 12.00	**$ 5,160.00**	$ 12.50	**$ 5,375.00**	$ 22.75	**$ 9,782.50**		**$ -**
8.14	HANDHOLE, TYPE 1 "ROUND" 24" DIAMETER	EACH	3.0	$ 1,200.00	**$ 3,600.00**	$ 1,500.00	**$ 4,500.00**	$ 2,271.00	**$ 6,813.00**		**$ -**
8.15	HANDHOLE, TYPE 3 "TUB" 24" X 36"	EACH	3.0	$ 1,900.00	**$ 5,700.00**	$ 1,800.00	**$ 5,400.00**	$ 2,271.00	**$ 6,813.00**		**$ -**
8.16	HANDHOLE, TYPE 4 "TUB" 30" X 48"	EACH	9.0	$ 2,750.00	**$ 24,750.00**	$ 2,300.00	**$ 20,700.00**	$ 3,007.00	**$ 27,063.00**		**$ -**
8.17	SPLICE ENCLOSURE/CASE	EACH	5.0	$ 1,000.00	**$ 5,000.00**	$ 990.00	**$ 4,950.00**	$ 937.60	**$ 4,688.00**		**$ -**
8.18	FIBER OPTIC SPLICE	EACH	212.0	$ 55.00	**$ 11,660.00**	$ 75.00	**$ 15,900.00**	$ 46.39	**$ 9,834.68**		**$ -**
8.19	FIBER OPTIC TERMINATION	EACH	96.0	$ 75.00	**$ 7,200.00**	$ 85.00	**$ 8,160.00**	$ 49.85	**$ 4,785.60**		**$ -**
8.20	REMOVAL OF EXISTING FIBER TERMINATION ENCLOSURE	EACH	3.0	$ 150.00	**$ 450.00**	$ 220.00	**$ 660.00**	$ 135.00	**$ 405.00**		**$ -**
8.21	FIBER TERMINATION ENCLOSURE, 1 PANEL CAPACITY, SPH-01P, DIN RAIL MOUNTED	EACH	7.0	$ 400.00	**$ 2,800.00**	$ 200.00	**$ 1,400.00**	$ 353.86	**$ 2,477.02**		**$ -**
8.22	CCH PANEL, 12 CT, CCH-CP12-A9-P03RH	EACH	7.0	$ 650.00	**$ 4,550.00**	$ 650.00	**$ 4,550.00**	$ 1,001.90	**$ 7,013.30**		**$ -**
8.23	SW STATE STREET & SW VINTAGE PARKWAY HUB CABINET REMOVAL	LS	1.0	$ 1,500.00	**$ 1,500.00**	$ 1,750.00	**$ 1,750.00**	$ 2,141.00	**$ 2,141.00**		**$ -**
8.24	TEMPORARY TRAFFIC CONTROL	LS	1.0	$ 2,500.00	**$ 2,500.00**	$ 5,500.00	**$ 5,500.00**	$ 25,800.00	**$ 25,800.00**		**$ -**
DIVISION 11 - MISCELLANEOUS											
11.1	MOBILIZATION	LS	1	$ 7,500.00	**$ 7,500.00**	$ 9,607.65	**$ 9,607.65**	$ 26,000.00	**$ 26,000.00**		**$ -**
TOTAL Bid:					**$248,875.75**		**$257,156.40**		**$375,154.30**		**$-**

Notes:

Council Member _____ introduced the following Resolution entitled "RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE SW STATE STREET FIBER OPTIC RELOCATION", 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 SW STATE STREET FIBER OPTIC RELOCATION

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 SW State Street Fiber Optic Relocation, described in the plans and specifications heretofore adopted by this Council on February 6, 2023, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

Contractor: **Iowa Signal, Inc.** of **Grimes, Iowa**

Amount of bid: **$257,156.40**

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 February, 2023.

_____
Mayor

ATTEST:

_____
City Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND FOR THE SW STATE STREET FIBER OPTIC RELOCATION", 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 SW STATE STREET FIBER OPTIC RELOCATION

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 SW State Street Fiber Optic Relocation, and as described in detail in the plans and specifications heretofore approved, and which have been signed by the Mayor and Clerk on behalf of the City be and the same are hereby approved as follows:

Contractor: **Iowa Signal, Inc.** of **Grimes, Iowa**

Amount of bid: **$257,156.40**

Bond surety: _____

Date of bond: _____

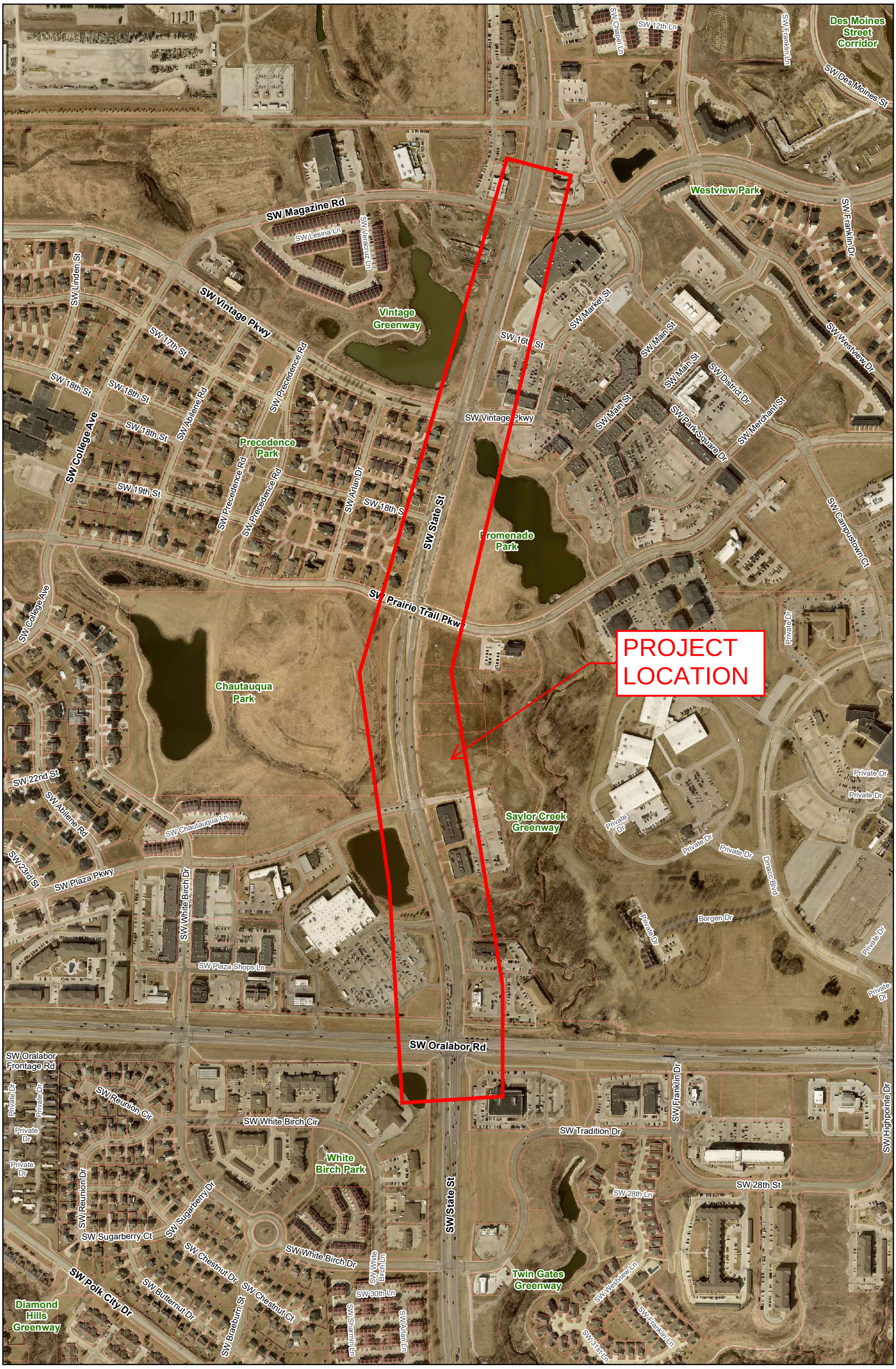
Portion of project: All construction work

PASSED AND APPROVED this **6th** day of **February**, 2023.

_____
Mayor

ATTEST:

_____
City Clerk



city of Ankeny
bringing it all together

SW State Street Fiber Optic Relocation

Map is for Locational Purposes Only.

N W E S

1 in = 500 ft

Date: 12/28/2022

PUBLIC WORKS DEPARTMENT

ENGINEERING DIVISION

CONTRACT

THIS CONTRACT, made and entered into at **Ankeny, Iowa** this 1st day of February, 2023, by and between the **City of Ankeny, Iowa** by its **Mayor**, upon order of its **City Council** hereinafter called the "Jurisdiction," and Iowa Signal Inc., hereinafter called the "Contractor."

WITNESSETH:

The Contractor hereby agrees to complete the work comprising the below referenced improvement as specified in the Contract Documents, which are officially on file with the Jurisdiction, in the Ankeny Public Services Building. This Contract includes all Contract Documents. The work under this Contract shall be constructed in accordance with the SUDAS Standard Specifications, Most Recent Edition, and as further modified by the Supplemental Specifications and Special Provisions included in said Contract Documents. The Contractor further agrees to complete the work in strict accordance with said Contract Documents, and to guarantee the work as required by law, for the time required in said Contract Documents, after its acceptance by the Jurisdiction.

This Contract is awarded and executed for completion of the work specified in the Contract Documents for the bid prices shown on the Contract Attachment: Bid Items, Quantities, and Prices, which were proposed by the Contractor in its Proposal submitted in accordance with the Notice to Bidders and Notice of Public Hearing for the following described improvement:

SW State Street Fiber Optic Relocation

The SW State Street Fiber Optic Relocation includes fiber optic cable and conduit modifications, and installation of traffic signal components at the intersection of SW State Street and SW Oralabor Road.

The project includes installing approximately 22,500 LF of single-mode fiber optic cable and 6,700 LF of conduit, with approximately 310 fiber optic cable splices/ terminations and 5 splice enclosures/ cases. Other associated improvements include installation of traffic signal cabinet with riser and foundation, power service and handholes, temporary traffic control, mobilization, site restoration and miscellaneous associated work necessary to complete the project.

The City will furnish approximately 5,000 LF of 24-count and 12,500 LF of 96-count single-mode fiber optic cable for Contractor installation in City-owned conduit. The Contractor will furnish approximately 3,000 LF of 48-count and 2,100 LF of 96-count single-mode fiber optic cable for installation in Ankeny Community School District (School)-owned conduit.

The City will furnish the low-voltage ATC traffic signal cabinet, ATC controller, conflict monitor, uninterruptible power supply, and riser for Contractor installation.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of Two hundred fifty seven thousand one hundred fifty six & 40/100---------- DOLLARS ($257,156.40), which amount shall constitute the required amount of the Performance, Payment, and Maintenance Bond. The Contractor hereby agrees to commence work under this Contract on or before a date to be specified in a written Notice to Proceed by the Jurisdiction; and to complete the project as described in the Notice to Bidders and Notice of Public Hearing as noted below:

The Contractor shall fully complete the installation of the traffic signal cabinet, power service, and associated components no later than April 5, 2023. Full completion of the traffic signal cabinet installation is defined as fully ready for connection to, and operation of, the signalized intersection of SW Oralabor Road and SW State Street, by others. Connection to the existing City fiber optic network is preferred but not required for full completion of the traffic signal cabinet installation. 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 Contractor shall fully complete the overall project no later than **November 3, 2023.** Full completion for the overall project shall be defined as all work including punch list items 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).

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

JURISDICTION:

By Mark Holm, Mayor

(Seal)
ATTEST:

Michelle Yuska, City Clerk

CITY SEAL ANKENY IOWA

CONTRACTOR:

Iowa Signal Inc.
Contractor

By
Signature

President
Title

3711 SE Capitol Circle
Street Address

Grimes, IA 50111
City, State, Zip Code

515-249-5076
Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration Number C 0 9 5 9 - 7 9 issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.

2. Out-of-State Contractors:

   A. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of five thousand dollars in value in Iowa, shall file a bond with the Division of Labor Services of the Iowa Department of Workforce Development. It is the contractor's responsibility to comply with said Section 91C.7 before commencing this work.

   B. Prior to entering into contract, the designated low bidder, if it is a corporation organized under the laws of a state other than Iowa, shall file with the Engineer a certificate from the Secretary of the State of Iowa showing that it has complied with all the provisions of Chapter 490 of the Iowa Code, or as amended, governing foreign corporations.

NOTE:

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

CORPORATE ACKNOWLEDGMENT

State of Iowa)
) SS
Polk County)

On this 3rd day of February, 2023, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Wayne Lesley and _____, to me known, who, being by me duly sworn, did say that they are the President, and _____, respectively, of the corporation executing the foregoing instrument; that (no seal has been procured by) (the seal affixed thereto is the seal of) the corporation; that said instrument was signed (and sealed) on behalf of the corporation by authority of this Board of Directors; that Wayne Lesley and _____ acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

_____
Notary Public in and for the State of Iowa
My commission expires July 25th, 2024

PARTNERSHIP ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

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

_____
Notary Public in and for the State of IA
My commission expires July 25th, 2024

SHANE RICHARD OLSON
Commission Number 811776
My Commission Expires
July 25, 2024

INDIVIDUAL ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

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

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

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

On this _____ day of _____, 20____, before me a Notary Public in and for said county, personally appeared _____, to me personally known, who being by me duly sworn did say that person is _____ of said _____, that (the seal affixed to said instrument is the seal of said OR no seal has been procured by the said) _____, and that said instrument was signed and sealed on behalf of the said _____, by authority of its managers and the said _____ acknowledged the execution of said instrument to be the voluntary act and deed of said _____, by it voluntarily executed.

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

CONTRACT ATTACHMENT: BID ITEMS, QUANTITIES, AND PRICES

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

ITEM NO.	ITEM	UNIT	TOTAL	UNIT PRICE	TOTAL PRICE
	Traffic Control				
8.01	Traffic Signal Cabinet Installation, SW State Street & SW Oralabor Road	LS	1	$ 14,800.00	$ 14,800.00
8.02	Removal Of 48-Cnt Or Less Fiber Optic Cable	LF	10,170	$ 1.25	$ 12,712.50
8.03	Removal of 96SM Fiber Optic Cable	LF	1,375	$ 1.25	$ 1,718.75
8.04	Removal/Reinstall/Relocation of 48-Cnt or Less Fiber Optic Cable	LF	2,155	$ 2.20	$ 4,741.00
8.05	Removal/Reinstall/Relocation of 96SM Fiber Optic Cable	LF	920	$ 2.20	$ 2,024.00
8.06	Removal of Handhole, Type 3 "Tub" 24" X 36"	Each	3	$ 750.00	$ 2,250.00
8.07	Installation of City Provided Fiber Optic Cable, SM, 24-CNT, City	LF	4,885	$ 2.00	$ 9,770.00
8.08	Installation of City Provided Fiber Optic Cable, SM, 96-CNT, City	LF	12,450	$ 2.00	$ 24,900.00
8.09	Installation of Contractor Provided Fiber Optic Cable, SM, 48-CNT, School District	LF	2,990	$ 3.25	$ 9,717.50
8.10	Installation of Contractor Provided Fiber Optic Cable, SM, 96-CNT, School District	LF	2,090	$ 4.25	$ 8,882.50
8.11	Conduit, Fiber Optic, Blue HDPE, 2 inch Diameter, City	LF	3,400	$ 12.50	$ 42,500.00
8.12	Conduit, Fiber Optic, Orange HDPE, 2 Inch Diameter, School District	LF	2,775	$ 12.50	$ 34,687.50
8.13	Conduit, HDPE, 2 Inch Diameter, Future Lighting	LF	430	$ 12.50	$ 5,375.00
8.14	Handhole, Type 1 "Round" 24" Diameter	Each	3	$ 1,500.00	$ 4,500.00
8.15	Handhole, Type 3 "Tub" 24" X 36"	Each	3	$ 1,800.00	$ 5,400.00
8.16	Handhole, Type 4 "Tub" 30" X 48"	Each	9	$ 2,300.00	$ 20,700.00
8.17	Splice Enclosure/Case	Each	5	$ 990.00	$ 4,950.00
8.18	Fiber Optic Splice	Each	212	$ 75.00	$ 15,900.00
8.19	Fiber Optic Termination	Each	96	$ 85.00	$ 8,160.00
8.20	Removal of Existing Fiber Termination Enclosure	Each	3	$ 220.00	$ 660.00
8.21	Fiber Termination Enclosure, 1 Panel Capacity, SPH-01P, DIN Rail Mounted	Each	7	$ 200.00	$ 1,400.00
8.22	CCH Panel, 12 CT, CCH-CP12-A9-903RH	Each	7	$ 650.00	$ 4,550.00
8.23	SW State Street & SW Vintage Parkway Hub Cabinet Removal	LS	1	$ 1,750.00	$ 1,750.00

8.24	Temporary Traffic Control	LS	1	$ 5,500.00	$ 5,500.00
	Miscellaneous				$
11.01	Mobilization	LS	1	$ 9,607.65	$ 9,607.65

TOTAL AMOUNT BID = $ 257,156.40

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, Iowa Signal, Inc., as Principal (hereinafter the "Contractor" or "Principal") and Old Republic Surety Company, as Surety, are held and firmly bound unto the **City of Ankeny, Iowa**, as Obligee, (hereinafter referred to as the "Jurisdiction"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of Two hundred fifty seven thousand one hundred fifty six and 40/100 DOLLARS ($ 257,156.40), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives, and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Jurisdiction, bearing date the 1st day of February, 20 23 , (hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvement:

SW State Street Fiber Optic Relocation

The SW State Street Fiber Optic Relocation includes fiber optic cable and conduit modifications, and installation of traffic signal components at the intersection of SW State Street and SW Oralabor Road.

The project includes installing approximately 22,500 LF of single-mode fiber optic cable and 6,700 LF of conduit, with approximately 310 fiber optic cable splices/ terminations and 5 splice enclosures/ cases. Other associated improvements include installation of traffic signal cabinet with riser and foundation, power service and handholes, temporary traffic control, mobilization, site restoration and miscellaneous associated work necessary to complete the project.

The City will furnish approximately 5,000 LF of 24-count and 12,500 LF of 96-count single-mode fiber optic cable for Contractor installation in City-owned conduit. The Contractor will furnish approximately 3,000 LF of 48-count and 2,100 LF of 96-count single-mode fiber optic cable for installation in Ankeny Community School District (School)-owned conduit.

The City will furnish the low-voltage ATC traffic signal cabinet, ATC controller, conflict monitor, uninterruptible power supply, and riser for Contractor installation.

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents.

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

1. PERFORMANCE: The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvement, and shall indemnify and save harmless the Jurisdiction from all outlay and expense incurred by the Jurisdiction by reason of the Contractor's default or failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its

subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.

2. PAYMENT: The Contractor and the Surety on this Bond are hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the Jurisdiction is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.

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

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

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

   C. To pay the Jurisdiction's reasonable costs of monitoring and inspecting to assure that any defects are remedied, and to repair the Jurisdiction all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

4. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

   A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;

   B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than 20% of the total contract price, and that this Bond shall then be released as to such excess increase; and

   C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

   D. That no provision of this Bond or of any other contract shall be valid which limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.

E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Jurisdiction including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorneys' fees (including overhead expenses of the Jurisdiction's staff attorneys), and all costs and expenses of litigation as they are incurred by the Jurisdiction. It is intended the Contractor and Surety will defend and indemnify the Jurisdiction on all claims made against the Jurisdiction on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Jurisdiction will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Jurisdiction incurs any "outlay and expense" in defending itself against any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Jurisdiction whole for all such outlay and expense, provided that the Surety's obligation under this Bond shall not exceed 125% of the penal sum of this Bond.

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be **Polk** County, State of Iowa. If legal action is required by the Jurisdiction to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Jurisdiction, the Contractor and the Surety agree, jointly and severally, to pay the Jurisdiction all outlay and expense incurred therefor by the Jurisdiction. All rights, powers, and remedies of the Jurisdiction hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Jurisdiction, by law. The Jurisdiction may proceed against Surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all of the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a word, term, or phase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

Witness our hands, in triplicate, this 1st day of February, 20 23.

PRINCIPAL:

Iowa Signal, Inc.
Contractor

By _____
Signature

Wayne Lesley, President
Title

SURETY:

Old Republic Surety Company
Surety Company

By _____
Signature Attorney-in-Fact Officer

Emilee Cook, Attorney-in-Fact
Printed Name of Attorney-in-Fact Officer

Jester Insurance Services, Inc.
Company Name

303 Watson Powell Jr Way, Ste 300
Company Address

Des Moines, Iowa, 50309
City, State, Zip Code

515-243-2707
Company Telephone Number

NOTE:

1. **All signatures on this Performance, Payment, and Maintenance Bond must be original signatures in ink; copies, facsimiles, or electronic signatures will not be accepted.**
2. **This Bond must be sealed with the Surety's raised, embossing seal.**
3. **The Certificate or Power of Attorney accompanying this Bond must be valid on its face and sealed with the Surety's raised, embossing seal.**
4. **The name and signature of the Surety's Attorney-in-Fact/Officer entered on this Bond must be exactly as listed on the Certificate or Power of Attorney accompanying this Bond.**

OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: KRISTA K. KROEGER, LISA FRENCH, JANELLE I. FRIEDMAN, NOLAN G. GRIMM, HEITH HOCKENBERRY, DALE A. ANDERSON, MARK STEARNS, EMILEE COOK of DES MONINES, IA

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, ***(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds),*** as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18,1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile 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 affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 22nd day of August, 2022.

OLD REPUBLIC SURETY COMPANY

Karen J. Haffner
Assistant Secretary

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 22nd day of August, 2022, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026
(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

40-1113

Signed and sealed at the City of Brookfield, WI this 1st day of February, 2023.

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)

Jester Insurance Services, Inc.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/02/2023

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

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

PRODUCER	CONTACT NAME: Krista Kroeger
Jester Insurance Services	PHONE (A/C, No, Ext): (515) 350-7662 FAX (A/C, No): (515) 243-6862
303 Watson Powell Jr Way	E-MAIL ADDRESS: kkroeger@jesterinsurance.com
Suite 300	INSURER(S) AFFORDING COVERAGE / NAIC #
Des Moines IA 50309	INSURER A: Cincinnati Insurance Co / 10677
INSURED	INSURER B:
Iowa Signal, Inc.	INSURER C:
3711 SE Capitol Circle	INSURER D:
	INSURER E:
Grimes IA 50111	INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 2022/23 Master **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:	Y		EPP0510474	11/01/2022	11/01/2023	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			EBA0510474	11/01/2022	11/01/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			EPP0510474	11/01/2022	11/01/2023	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		EWC0510473	11/01/2022	11/01/2023	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

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

RE: SW State Street Fiber Optic Relocation - SW Oralabor Road to SW Prairie Trail Parkway . City of Ankeny is an additional insured per attached GA472.

CERTIFICATE HOLDER

City of Ankeny
220 W 1st Street
Ankeny IA 50023

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS ADDITIONAL INSURED - AUTOMATIC STATUS AND AUTOMATIC WAIVER OF SUBROGATION WHEN REQUIRED IN WRITTEN CONTRACT, AGREEMENT, PERMIT OR AUTHORIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. **Additional Insured - Owners, Lessees Or Contractors - Automatic Status For Other Parties When Required In Written Contract Or Agreement With You**

1. **Section II - Who Is An Insured** is amended to include as an additional insured any person or organization you have agreed in writing in a contract or agreement to add as an additional insured on this Coverage Part. Such person(s) or organization(s) is an additional insured only with respect to liability for:

   a. "Bodily injury", "property damage" or "personal and advertising injury" *caused, in whole or in part, by* the performance of your ongoing operations by you or on your behalf, under that written contract or written agreement. Ongoing operations does not apply to "bodily injury" or "property damage" occurring after:

      (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

      (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project; and

   b. "Bodily injury" or "property damage" *caused, in whole or in part, by* "your work" performed under that written contract or written agreement and included in the "products-completed operations hazard", but only if:

      (1) The Coverage Part to which this endorsement is attached provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard"; and

      (2) The written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for that person or organization.

      If the written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for a specified length of time for that person or organization, the "bodily injury" or "property damage" must occur prior to the expiration of that period of time in order for this insurance to apply.

      If the written contract or written agreement requires you to provide additional insured coverage for a person or organization per only ISO additional insured endorsement form number **CG 20 10**, without specifying an edition date, and without specifically requiring additional insured coverage included within the "products-completed operations hazard", this Paragraph **b.** does not apply to that person or organization.

2. If the written contract or written agreement described in Paragraph **1.** above specifically requires you to provide additional insured coverage to that person or organization:

   a. *Arising out of* your ongoing operations or *arising out of* "your work"; or

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b. By way of an edition of an ISO additional insured endorsement that includes *arising out of* your ongoing operations or *arising out of* "your work";

then the phrase *caused, in whole or in part, by* in Paragraph **A.1.a.** and/or Paragraph **A.1.b.** above, whichever applies, is replaced by the phrase *arising out of.*

3. With respect to the insurance afforded to the additional insureds described in Paragraph **A.1.**, the following additional exclusion applies:

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

a. The preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

4. This Paragraph **A.** does not apply to additional insureds described in Paragraph **B.**

B. **Additional Insured - State Or Governmental Agency Or Subdivision Or Political Subdivision - Automatic Status When Required In Written Permits Or Authorizations**

1. **Section II - Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision you have agreed in writing in a permit or authorization to add as an additional insured on this Coverage Part. Such state or governmental agency or subdivision or political subdivision is an additional insured only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued, in writing, a permit or authorization.

2. With respect to the insurance afforded to the additional insureds described in Paragraph **B.1.**, the following additional exclusions apply:

This insurance does not apply to:

a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

b. "Bodily injury" or "property damage" included within the "products-completed operations hazard."

C. The insurance afforded to additional insureds described in Paragraphs **A.** and **B.**:

1. Only applies to the extent permitted by law; and

2. Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and

3. Does not apply to any person, organization, state, governmental agency or subdivision or political subdivision specifically named as an additional insured for the same project in the schedule of an endorsement added to this Coverage Part.

D. With respect to the insurance afforded to the additional insureds described in Paragraphs **A.** and **B.**, the following is added to **Section III - Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract, written agreement, written permit or written authorization described in Paragraphs **A.** and **B.** For the purpose of determining the required amount of insurance only, we will include the minimum amount of any Umbrella Liability or Excess Liability coverage required for that additional insured in that written contract, written agreement, written permit or written authorization; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

E. **Section IV - Commercial General Liability Conditions** is amended to add the following:

Automatic Additional Insured Provision

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This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

1. During the policy period; and
2. Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraphs **A.** and **B.**

F. Except when **G.** below applies, the following is added to **Section IV - Commercial General Liability Conditions, Other Insurance,** and supersedes any provision to the contrary:

When Other Additional Insured Coverage Applies On An Excess Basis

This insurance is primary to other insurance available to the additional insured described in Paragraphs **A.** and **B.** except:

1. As otherwise provided in **Section IV - Commercial General Liability Conditions, Other Insurance, b. Excess Insurance;** or
2. For any other valid and collectible insurance available to the additional insured as an additional insured on another insurance policy that is written on an excess basis. In such case, this insurance is also excess.

G. The following is added to **Section IV - Commercial General Liability Conditions, Other Insurance,** and supersedes any provision to the contrary:

Primary Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph **A.** or **B.** that this insurance would be primary to any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

Primary And Noncontributory Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to and will not seek contribution from any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph **A.** or **B.** that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

H. **Section IV - Commercial General Liability Conditions, Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

Waiver of Subrogation

We waive any right of recovery against any additional insured under this endorsement, because of any payment we make under this endorsement, to whom the insured has waived its right of recovery in a written contract, written agreement, written permit or written authorization. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such additional insured prior to loss.

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ANKENY CITY COUNCIL

City Council Agenda

February 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 Clerk

COUNCIL GOAL:

ACTION REQUESTED:
Resolution

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:

Proposed 2023 PCC Pavement Preservation Program (PH 2023-08)

EXECUTIVE SUMMARY:

The 2023 PCC Pavement Preservation Program project includes the following:

· Site 1: Cleaning and filling of cracks and joints in the Meadowlark Plateau, Golfview Terrace, North Creek, and Westwood Ankeny Neighborhoods.

· Site 2: Full depth PCC patching on NW North Creek Drive and NW Cedarwood Drive.

· Site 3: PCC paving on SW Meadowlark Lane.

The construction improvements include the cleaning and filling of approximately 32,000 LF of longitudinal joints, 34,000 LF of transverse joints, and 6,000 LF of miscellaneous cracks, 450 SY of 7” thick PCC Class C-SUD pavement for full depth patching, and 850 SY of 7” thick PCC Class C-SUD street pavement. Other associated improvements include temporary traffic control, mobilization, and

miscellaneous associated work necessary to complete the project.

The bid opening for this project was held on Tuesday, January 31, 2023. One (1) bids was received as follows:

1. Iowa Civil Contracting, Inc. $429,015.00

The Engineer's Estimate for the project was $352,148.25. The bid was approximately 22**%** above the estimate. Iowa Civil Contracting, Inc. has completed similar pavement preservation 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 PCC Pavement Preservation Program project to Iowa Civil Contracting, Inc. of Victor, Iowa.

Work on the improvements for Site 1 and Site 2 shall be commenced any time after a written Notice to Proceed is issued, no earlier than April 3, 2023. Work on the improvements for Site 3 shall begin no earlier than June 5, 2023 and no later than July 10, 2023. The Contractor shall perform the work for Site 1 only when the ambient air and pavement surface temperatures are above 40 degrees Fahrenheit and below 85 degrees Fahrenheit, per the direction of the Engineer.

The Contactor shall fully complete the improvements for Site 1 and Site 2 no later than October 31, 2023. Fully complete shall be defined as all work completed, and all improvements ready for final acceptance.

The Contactor shall fully complete the improvements for Site 3 in twenty-five (25) working days. Fully complete shall be defined as all work completed, and all improvements ready for final acceptance.

FISCAL IMPACT: **Yes**

This project is included in the current Capital Improvement Program with construction scheduled for 2023.

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the Council take the following action:

1. Hold a hearing on the proposed Contract Documents (plans, specifications, and form of contract), and estimate of cost ($352,148.25).

2. Approve Resolution, adopting said plans, specifications, form of contract, and estimated cost, for the 2023 PCC Pavement Preservation Program project.

3. Receive and file the report of bids received on January 31, 2023.

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

5. Approve Resolution, approving contract and bonds with Iowa Civil Contracting, Inc. in the amount of $429,015.00.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

January 3, 2023: The City Council approved a Resolution ordering construction and setting the bid opening date as January 31, 2023, and setting the public hearing date as February 6, 2023.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to adopt 1) RESOLUTION adopting plans, specifications, form of contract and estimate of cost $352,148.25; 2) receive and file report of bids received January 31, 2023; 3) adopt RESOLUTION making award of construction contract with Iowa Civil Contracting, Inc. in the amount of $429,015.00; and 4) adopt RESOLUTION approving contract and bonds with Iowa Civil Contracting, Inc. in the amount of $429,015.00.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
RES - plans, specs
Bid Sheet
Bid Tab
RES - making award
RES - approving contract
Map
Contract

Council Member _____ introduced the following Resolution entitled "RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE 2023 PCC PAVEMENT PRESERVATION PROGRAM", 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 2023 PCC PAVEMENT PRESERVATION PROGRAM

WHEREAS, on the **3rd** day of **January**, **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 2023 PCC Pavement Preservation Program; 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 February, 2023.

_____

Mayor

ATTEST:

_____

City Clerk

city of Ankeny
bringing it all together

REC'D & FILED
BY CITY COUNCIL
2/6/23

BID LETTING **10:30 A.M.** **JANUARY 31, 2023**

2023 PCC PAVEMENT PRESERVATION PROGRAM

The purpose of this meeting is to receive, open and tabulate bids for construction of the 2023 PCC Pavement Preservation Program in accordance with the Plans and Specifications prepared by City of Ankeny Public Works.

Mark Mueller, Public Works Director

Project Estimate of Cost $ 352,148.25

Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (none) Acknowledged
1) ✓	Iowa Civil Contracting Inc 1106 3rd St Victor IA 52347	429,015.00	
2)			
3)			
4)			
5)			
6)			

*Apparent Low Bidder

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

*Apparent Low Bidder

Bids will be reviewed and further action taken by the City Council at their next regular meeting of February 6, 2023 at 5:30 P.M.

Mark Mueller
Mark Mueller, Public Works Director

ATTEST:

Michelle Yuska
Michelle Yuska, City Clerk

Bid Tabulation

2023 PCC Pavement Preservation Program

Meadowlark Plateau, Golfview Terrace, North Creek, and Westwood Ankeny Neighborhoods

January 31, 2023

				Engineer's Estimate			Iowa Civil Contracting, Inc.											
Item No.	SUDAS No.	Item	Unit	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
		STREETS AND RELATED WORK																
7.01	7010-A	Pavement, PCC, 7", C-SUD	SY	870	$ 80.00	$ 69,600.00	870	$ 106.00	$ 92,220.00	870		$ -	870		$ -	870		$ -
7.02	7040-A	Full Depth Patches, PCC, 7" Thick	SY	450	$ 125.00	$ 56,250.00	450	$ 120.00	$ 54,000.00	450		$ -	450		$ -	450		$ -
7.03	7040-B	Subbase Over-excavation, 6" Depth	SY	125	$ 15.00	$ 1,875.00	125	$ 30.80	$ 3,850.00	125		$ -	125		$ -	125		$ -
7.04	7040-E-1	Crack and Joint Cleaning and Filling, Hot Pour	LF	71,977	$ 2.25	$ 161,948.25	71,977	$ 3.00	$ 215,931.00	71,977		$ -	71,977		$ -	71,977		$ -
7.05	7040-H	Pavement Removal	SY	870	$ 12.50	$ 10,875.00	870	$ 22.20	$ 19,314.00	870		$ -	870		$ -	870		$ -
		TRAFFIC CONTROL																
8.01	8030-A	Temporary Traffic Control	LS	1	$ 10,000.00	$ 10,000.00	1	$ 15,000.00	$ 15,000.00	1		$ -	1		$ -	1		$ -
		SITE WORK AND LANDSCAPING																
9.01	9010-A	Conventional Seeding and Fertilizing, Type 4	AC	0.10	$ 6,000.00	$ 600.00	0.10	$ 11,000.00	$ 1,100.00	0.10		$ -	0.10		$ -	0.10		$ -
9.02	9010-Q-2	Erosion Control Mulching, Hydromulching, BFM	AC	0.10	$ 10,000.00	$ 1,000.00	0.10	$ 11,000.00	$ 1,100.00	0.10		$ -	0.10		$ -	0.10		$ -
		MISCELLANEOUS																
11.01	11,020-A	Mobilization	LS	1	$ 30,000.00	$ 30,000.00	1	$ 20,000.00	$ 20,000.00	1		$ -	1		$ -	1		$ -
11.02	11,030-A	Maintenance of Postal Service	LS	1	$ 2,500.00	$ 2,500.00	1	$ 2,000.00	$ 2,000.00	1		$ -	1		$ -	1		$ -
11.03	11,030-B	Maintenance of Solid Waste Collection	LS	1	$ 5,000.00	$ 5,000.00	1	$ 2,000.00	$ 2,000.00	1		$ -	1		$ -	1		$ -
11.04	11,050-A	Concrete Washout	LS	1	$ 2,500.00	$ 2,500.00	1	$ 2,500.00	$ 2,500.00	1		$ -	1		$ -	1		$ -
		TOTAL AMOUNT BID =				**$ 352,148.25**			**$ 429,015.00**			**$ -**			**$ -**			**$ -**

Council Member _____ introduced the following Resolution entitled "RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE 2023 PCC PAVEMENT PRESERVATION PROGRAM", 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 2023 PCC PAVEMENT PRESERVATION PROGRAM

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 2023 PCC Pavement Preservation Program, described in the plans and specifications heretofore adopted by this Council on February 6, 2023, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

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

Amount of bid: **$429,015.00**

Portion of project: All construction work

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

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

_____
Mayor

ATTEST:

_____
City Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND FOR THE 2023 PCC PAVEMENT PRESERVATION PROGRAM", 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 2023 PCC PAVEMENT PRESERVATION PROGRAM

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 2023 PCC Pavement Preservation Program, and as described in detail in the plans and specifications heretofore approved, and which have been signed by the Mayor and Clerk on behalf of the City be and the same are hereby approved as follows:

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

Amount of bid: **$429,015.00**

Bond surety: _____

Date of bond: _____

Portion of project: All construction work

PASSED AND APPROVED this **6th** day of **February**, 2023.

_____
Mayor

ATTEST:

_____
City Clerk

NW IRVINEDALE DRIVE

NW 18TH STREET

NW 18TH STREET

NW STATE STREET

NW GREENWOOD STREET

Project Location

NW IRVINEDALE DRIVE

NW STATE STREET

W 1ST STREET

W 1ST STREET

SW IRVINEDALE DRIVE

SW STATE STREET

N

0 600

SCALE

LOCATION MAP

2023 PCC PAVEMENT PRESERVATION PROGRAM

city of Ankeny

bringing it all together

PUBLIC WORKS DEPARTMENT

ENGINEERING DIVISION

C:\USERS\MVANEPPS\DESKTOP\2023 PCC PAVEMENT PRESERVATION PROGRAM.DWG

CONTRACT

THIS CONTRACT, made and entered into at **Ankeny, Iowa** this 6th day of February, 2023, by and between the **City of Ankeny, Iowa** by its **Mayor**, upon order of its **City Council** hereinafter called the "Jurisdiction," and Iowa Civil Contracting, Inc., hereinafter called the "Contractor."

WITNESSETH:

The Contractor hereby agrees to complete the work comprising the below referenced improvement as specified in the Contract Documents, which are officially on file with the Jurisdiction, in the Ankeny Public Services Building. This Contract includes all Contract Documents. The work under this Contract shall be constructed in accordance with the SUDAS Standard Specifications, Most Recent Edition, and as further modified by the Supplemental Specifications and Special Provisions included in said Contract Documents. The Contractor further agrees to complete the work in strict accordance with said Contract Documents, and to guarantee the work as required by law, for the time required in said Contract Documents, after its acceptance by the Jurisdiction.

This Contract is awarded and executed for completion of the work specified in the Contract Documents for the bid prices shown on the Contract Attachment: Bid Items, Quantities, and Prices, which were proposed by the Contractor in its Proposal submitted in accordance with the Notice to Bidders and Notice of Public Hearing for the following described improvement:

2023 PCC PAVEMENT PRESERVATION PROGRAM

The 2023 PCC Pavement Preservation Program project includes the following:

- **Site 1: Cleaning and filling of cracks and joints in the Meadowlark Plateau, Golfview Terrace, North Creek, and Westwood Ankeny Neighborhoods.**
- **Site 2: Full depth PCC patching on NW North Creek Drive and NW Cedarwood Drive.**
- **Site 3: PCC paving on SW Meadowlark Lane.**

The construction improvements include the cleaning and filling of approximately 32,000 LF of longitudinal joints, 34,000 LF of transverse joints, and 6,000 LF of miscellaneous cracks, 450 SY of 7" thick PCC Class C-SUD pavement for full depth patching, and 850 SY of 7" thick PCC Class C-SUD street pavement. Other associated improvements include temporary traffic control, mobilization, and miscellaneous associated work necessary to complete the project.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of Four Hundred Twenty-Nine Thousand, Fifteen and 00/100 DOLLARS ($429,015.00), which amount shall constitute the required amount of the Performance, Payment, and Maintenance Bond. The Contractor hereby agrees to commence work under this Contract on or before a date to be specified in a written Notice to Proceed by the Jurisdiction; and to complete the project as described in the Notice to Bidders and Notice of Public Hearing as noted below:

The Contactor shall fully complete the improvements for **Site 1 and Site 2 no later than October 31, 2023.** Fully complete shall be defined as all work 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 Contactor shall fully complete the improvements for **Site 3 in twenty-five (25) working days.** Fully complete shall be defined as all work 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).

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

JURISDICTION:

By _____
Mark E. Holm, Mayor

(Seal)
ATTEST:

_____
Michelle Yuska, City Clerk

CITY SEAL
ANKENY
IOWA

CONTRACTOR:

Iowa Civil Contracting, Inc.
Contractor

By Teri Neuhaus
Signature

Corp Secretary
Title

1106 3rd Street, PO Box Q
Street Address

Victor, IA 52347
City, State, Zip Code

319-647-3561
Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration Number C 0 9 6 0- 9 3 issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.

2. Out-of-State Contractors:

   A. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of five thousand dollars in value in Iowa, shall file a bond with the Division of Labor Services of the Iowa Department of Workforce Development. It is the contractor's responsibility to comply with said Section 91C.7 before commencing this work.

   B. Prior to entering into contract, the designated low bidder, if it is a corporation organized under the laws of a state other than Iowa, shall file with the Engineer a certificate from the Secretary of the State of Iowa showing that it has complied with all the provisions of Chapter 490 of the Iowa Code, or as amended, governing foreign corporations.

NOTE:

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

CORPORATE ACKNOWLEDGMENT

State of Iowa)
) SS
Poweshiek County)

On this 2nd day of February, 2023, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Teri Neuhaus ~~and~~ _____, to me known, who, being by me duly sworn, did say that they are the Corp Secretary, ~~and~~ _____, respectively, of the corporation executing the foregoing instrument; that (no seal has been procured by) ~~(the seal affixed thereto is the seal of)~~ the corporation; that said instrument was signed ~~(and sealed)~~ on behalf of the corporation by authority of this Board of Directors; that Teri Neuhaus ~~and~~ _____ acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

"No Seal"

Notary Public in and for the State of Iowa
My commission expires March 13, 2024

PATRICK D McLEOD
Commission Number 809440
My Commission Expires
March 13, 2024

PARTNERSHIP ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

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

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

INDIVIDUAL ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

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

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

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

On this _____ day of _____, 20____, before me a Notary Public in and for said county, personally appeared _____, to me personally known, who being by me duly sworn did say that person is _____ of said _____, that (the seal affixed to said instrument is the seal of said OR no seal has been procured by the said) _____ _____, and that said instrument was signed and sealed on behalf of the said _____ _____, by authority of its managers and the said _____ acknowledged the execution of said instrument to be the voluntary act and deed of said _____ _____, by it voluntarily executed.

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

CONTRACT ATTACHMENT: BID ITEMS, QUANTITIES, AND PRICES

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

Item No.	Item	Unit	Total	Unit Price	Total Price
	STREETS AND RELATED WORK				
7.01	Pavement, PCC, 7", C-SUD	SY	870	$ 106.00	$ 92,220.00
7.02	Full Depth Patches, PCC, 7" Thick	SY	450	$ 120.00	$ 54,000.00
7.03	Subbase Over-excavation, 6" Depth	SY	125	$ 30.80	$ 3,850.00
7.04	Crack and Joint Cleaning and Filling, Hot Pour	LF	71,977	$ 3.00	$ 215,931.00
7.05	Pavement Removal	SY	870	$ 22.20	$ 19,314.00
	TRAFFIC CONTROL				
8.01	Temporary Traffic Control	LS	1	$ 15,000.00	$ 15,000.00
	SITE WORK AND LANDSCAPING				
9.01	Conventional Seeding and Fertilizing, Type 4	AC	0.10	$ 11,000.00	$ 1,100.00
9.02	Erosion Control Mulching, Hydromulching, BFM	AC	0.10	$ 11,000.00	$ 1,100.00
	MISCELLANEOUS				
11.01	Mobilization	LS	1	$ 20,000.00	$ 20,000.00
11.02	Maintenance of Postal Service	LS	1	$ 2,000.00	$ 2,000.00
11.03	Maintenance of Solid Waste Collection	LS	1	$ 2,000.00	$ 2,000.00
11.04	Concrete Washout	LS	1	$ 2,500.00	$ 2,500.00

TOTAL CONTRACT AMOUNT = $ 429,015.00

Bond No.: IAC593445

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, Iowa Civil Contracting, Inc., as Principal (hereinafter the "Contractor" or "Principal") and Merchants Bonding Company (Mutual), as Surety, are held and firmly bound unto the **City of Ankeny, Iowa**, as Obligee, (hereinafter referred to as the "Jurisdiction"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of Four Hundred Twenty-Nine Thousand, Fifteen and 00/100 DOLLARS ($429,015.00), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives, and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Jurisdiction, bearing date the 6th day of February, 2023, (hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvement:

2023 PCC PAVEMENT PRESERVATION PROGRAM

The 2023 PCC Pavement Preservation Program project includes the following:

- **Site 1: Cleaning and filling of cracks and joints in the Meadowlark Plateau, Golfview Terrace, North Creek, and Westwood Ankeny Neighborhoods.**
- **Site 2: Full depth PCC patching on NW North Creek Drive and NW Cedarwood Drive.**
- **Site 3: PCC paving on SW Meadowlark Lane.**

The construction improvements include the cleaning and filling of approximately 32,000 LF of longitudinal joints, 34,000 LF of transverse joints, and 6,000 LF of miscellaneous cracks, 450 SY of 7" thick PCC Class C-SUD pavement for full depth patching, and 850 SY of 7" thick PCC Class C-SUD street pavement. Other associated improvements include temporary traffic control, mobilization, and miscellaneous associated work necessary to complete the project.

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents.

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

1. PERFORMANCE: The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvement, and shall indemnify and save harmless the Jurisdiction from all outlay and expense incurred by the Jurisdiction by reason of the Contractor's default or failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.

2. PAYMENT: The Contractor and the Surety on this Bond are hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the Jurisdiction is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.

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

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

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

   C. To pay the Jurisdiction's reasonable costs of monitoring and inspecting to assure that any defects are remedied, and to repair the Jurisdiction all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

4. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

   A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;

   B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than 20% of the total contract price, and that this Bond shall then be released as to such excess increase; and

   C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

   D. That no provision of this Bond or of any other contract shall be valid which limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.

E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Jurisdiction including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorneys' fees (including overhead expenses of the Jurisdiction's staff attorneys), and all costs and expenses of litigation as they are incurred by the Jurisdiction. It is intended the Contractor and Surety will defend and indemnify the Jurisdiction on all claims made against the Jurisdiction on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Jurisdiction will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Jurisdiction incurs any "outlay and expense" in defending itself against any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Jurisdiction whole for all such outlay and expense, provided that the Surety's obligation under this Bond shall not exceed 125% of the penal sum of this Bond.

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be **Polk** County, State of Iowa. If legal action is required by the Jurisdiction to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Jurisdiction, the Contractor and the Surety agree, jointly and severally, to pay the Jurisdiction all outlay and expense incurred therefor by the Jurisdiction. All rights, powers, and remedies of the Jurisdiction hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Jurisdiction, by law. The Jurisdiction may proceed against Surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all of the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a word, term, or phase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

Witness our hands, in triplicate, this 6th day of February, 20 23.

PRINCIPAL:

Iowa Civil Contracting Inc.
Contractor

By Teri Neuhaus
Signature

Corp Secretary
Title

SURETY:

Merchants Bonding Company (Mutual)
Surety Company

By
Signature Attorney-in-Fact Officer

Stacy Venn, Attorney-in-Fact
Printed Name of Attorney-in-Fact Officer

Holmes, Murphy and Associates, LLC
Company Name

2727 Grand Prairie Parkway
Company Address

Waukee, IA 50263
City, State, Zip Code

(515) 223-6800
Company Telephone Number

NOTE:

1. **All signatures on this Performance, Payment, and Maintenance Bond must be original signatures in ink; copies, facsimiles, or electronic signatures will not be accepted.**
2. **This Bond must be sealed with the Surety's raised, embossing seal.**
3. **The Certificate or Power of Attorney accompanying this Bond must be valid on its face and sealed with the Surety's raised, embossing seal.**
4. **The name and signature of the Surety's Attorney-in-Fact/Officer entered on this Bond must be exactly as listed on the Certificate or Power of Attorney accompanying this Bond.**

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

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

Anne Crowner; Ben Williams; Brian M Deimerly; Cameron M Burt; Cindy Bennett; Craig E Hansen; D Gregory Stitts; Dione R Young; Donald E Appleby; Douglas Muth; Ginger Hoke; Grace Rasmussen; Greg Krier; Jay D Freiermuth; Jennifer Marino; Jessica Jean Rini; Jessie Allen; Joe Tiernan; John Cord; Kate L Fineran; Mark R DeWitt; Mark Sweigart; Michelle R Gruis; Sara Huston; Sarah C Brown; Seth D Rooker; Stacy Venn; Tim McCulloh; Todd Bengford

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

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

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

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

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

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

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 27th day of December , 2022 .

MERCHANTS NATIONAL BONDING INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

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 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.

NOTARIAL SEAL IOWA
Kim Lee
Commission Number 702737
My Commission Expires
April 14, 2024

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 **6th** day of **February** , **2023** .

MERCHANTS NATIONAL BONDING INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0018 (10/22)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/1/2023

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 4201 Westown Parkway Suite 120 West Des Moines IA 50266	**CONTACT NAME:** Sandy VanOsten **PHONE (A/C, No, Ext):** 515-309-6200 **FAX (A/C, No):** 515-309-6225 **E-MAIL ADDRESS:** sandy_vanosten@ajg.com
INSURED Iowa Civil Contracting, Inc. 1106 3rd Street, PO Box Q Victor, IA 52347	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** INSURER A : BITCO General Insurance Corporation — 20095 INSURER B : BITCO National Insurance Company — 20109 INSURER C : Navigators Specialty Insurance Company — 36056 INSURER D : — INSURER E : — INSURER F : —

COVERAGES **CERTIFICATE NUMBER:** 1606781288 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y		CLP3717053	5/1/2022	5/1/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY [X] Comp Ded$100 [X] Coll Ded$100			CAP3717054	5/1/2022	5/1/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
C	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0			SE22EXCZ0B5X4IC	5/1/2022	5/1/2023	EACH OCCURRENCE AGGREGATE $	$ 3,000,000 $ 3,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC3717052	5/1/2022	5/1/2023	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	Leased/Rented Equip			CLP3717053	5/1/2022	5/1/2023	Limit:$150,000	Ded-5%,$2,000 Min

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Project: 2023 PCC Pavement Preservation Program | Project Name: City of Ankeny
City of Ankeny is named as Additional Insured under the General Liability per endorsement #GL3086, edition 09/11.

CERTIFICATE HOLDER

City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny IA 50023

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TRANSPORTATION CONTRACTORS EXTENDED LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

A. [X] Partnership and Joint Venture Extension

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

C. [X] Automatic Waiver of Subrogation

D. [X] Extended Notice of Cancellation, Nonrenewal

E. [X] Unintentional Failure to Disclose Hazards

F. [X] Broadened Mobile Equipment

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

H. [X] Nonemployment Discrimination

I. [X] Liquor Liability

J. [X] Broadened Conditions

K. [X] Automatic Additional Insureds – Equipment Leases

L. [X] Suits Against Dredges and Barges

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

N. [X] Construction Project General Aggregate Limits

O. [X] Fellow Employee Coverage

P. [X] Property Damage Liability - Elevators

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

R [X] Care, Custody or Control

S [X] Electronic Data Liability Coverage

T. [X] Consolidated Insurance Program Residual Liability Coverage

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

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

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

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

A. PARTNERSHIP AND JOINT VENTURE EXTENSION

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

The last full paragraph which reads as follows:

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

is deleted and replaced with the following:

With respect to the conduct of any past or present joint venture or partnership not shown as a Named Insured in the Declarations and of which you are or were a partner or member, you are an insured, but only with respect to liability arising out of "your work" on behalf of any partnership or joint venture not shown as a Named Insured in the Declarations, provided no other similar liability insurance is available to you for "your work" in connection with your interest in such partnership or joint venture.

B. CONTRACTORS AUTOMATIC ADDITIONAL INSURED COVERAGE – ONGOING OPERATIONS

SECTION II – WHO IS AN INSURED is amended to include as an additional insured any person or organization who is required by written contract to be an additional insured on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

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

in the performance of your ongoing operations for the additional insured(s) at the project(s) designated in the written contract.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

C. AUTOMATIC WAIVER OF SUBROGATION

Item **8.** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, is deleted and replaced with the following:

8. Transfer of Rights of Recovery Against Others to Us and Automatic Waiver of Subrogation.

a. If the insured has rights to recover all or part of any payment we have made under this Coverage Form, those rights are transferred to us. The insured must do nothing after loss to impair those rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

b. If required by a written contract executed prior to loss, we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of "your work" for that person or organization.

D. EXTENDED NOTICE OF CANCELLATION, NONRENEWAL

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

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

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

9. WHEN WE DO NOT RENEW

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

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

E. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

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

F. BROADENED MOBILE EQUIPMENT

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

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

G. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL COVERAGE

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

H. NONEMPLOYMENT DISCRIMINATION

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

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

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

SECTION V - DEFINITIONS, is amended to include:

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

Item **2. Exclusions** of **SECTION I, COVERAGE B**, is amended to include:

"Personal and advertising injury" arising out of "discrimination" directly or indirectly related to the past employment, employment or prospective employment of any person or class of persons by any insured;

"Personal and advertising injury" arising out of "discrimination" by or at your, your agents or your "employees" direction or with your, your agents or your "employees" knowledge or consent;

"Personal and advertising injury" arising out of "discrimination" directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any dwelling, permanent lodging or premises by or at the direction of any insured.

Fines, penalties, specific performance or injunctions levied or imposed by a governmental entity, or governmental code, law, or statute because of "discrimination."

I. LIQUOR LIABILITY

Exclusion 2.c. of **SECTION I, COVERAGE A**, is deleted.

J. BROADENED CONDITIONS

Items **2.a.** and **2.b.** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, are deleted and replaced with the following:

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit:

a. You must see to it that we are notified of an "occurrence" or an offense which may result in a claim as soon as practicable after the "occurrence" has been reported to you, one of your officers or an "employee" designated to give notice to us. Notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against any insured, you must:

(1) Record the specifics of the claim or "suit" and the date received as soon as you, one of your officers, or an "employee" designated to record such information is notified of it; and

(2) Notify us in writing as soon as practicable after you, one of your officers, your legal department or an "employee" you designate to give us such notice learns of the claims or "suit."

Item **2.e.** is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

2.e. If you report an "occurrence" to your workers compensation insurer which develops into a liability claim for which coverage is provided by the Coverage Form, failure to report such "occurrence" to us at the time of "occurrence" shall not be deemed in violation of paragraphs **2.a., 2.b., and 2.c.** However, you shall give written notice of this "occurrence" to us as soon as you are made aware of the fact that this "occurrence" may be a liability claim rather than a workers compensation claim.

K. AUTOMATIC ADDITIONAL INSUREDS - EQUIPMENT LEASES

SECTION II - WHO IS AN INSURED is amended to include any person or organization with whom you agree in a written equipment lease or rental agreement to name as an additional insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, at least in part, by

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

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

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

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

3. "Property damage" to:

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

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

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

L. SUITS AGAINST DREDGES AND BARGES

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

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

M. INSURED CONTRACT EXTENSION - RAILROAD PROPERTY AND CONSTRUCTION CONTRACTS

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

9. "Insured Contract" means:

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

   b. A sidetrack agreement;

   c. Any easement or license agreement;

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

   e. An elevator maintenance agreement;

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

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

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

N. CONSTRUCTION PROJECT GENERAL AGGREGATE LIMITS

This modifies **SECTION III - LIMITS OF INSURANCE**.

A. For all sums which can be attributed only to ongoing operations at a single construction project for which the insured becomes legally obligated to pay as damages caused by an "occurrence" under **SECTION I - COVERAGE A**, and for all medical expenses caused by accidents under **SECTION I - COVERAGE C**:

1. A separate Construction Project General Aggregate Limit applies to each construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

2. The Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard," and for medical expenses under **COVERAGE C** regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits."

3. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the Construction Project General Aggregate Limit for that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Construction Project General Aggregate Limit for any other construction project.

4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Construction Project General Aggregate Limit.

B. For all sums which cannot be attributed only to ongoing operations at a single construction project for which the insured becomes legally obligated to pay as damages caused by an "occurrence" under **SECTION I - COVERAGE A**, and for all medical expenses caused by accidents under **SECTION I - COVERAGE C**:

1. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and

2. Such payments shall not reduce any Construction Project General Aggregate Limit.

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

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

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

O. FELLOW EMPLOYEE COVERAGE

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

2.e. "Bodily injury" to

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

(a) Employment by the insured; or

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

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

This exclusion applies:

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

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

This exclusion does not apply to:

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

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

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

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

P. PROPERTY DAMAGE LIABILITY - ELEVATORS

"Property damage" liability is changed as follows:

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

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

Q. PROPERTY DAMAGE TO THE NAMED INSURED'S WORK

Exclusion l of **SECTION I, COVERAGE A.** is deleted and replaced with the following:

l. Damage to Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products completed operation hazard."

This exclusion applies only to that portion of any loss in excess of $50,000 per occurrence if the damaged work and the work out of which the damage arises was performed by you.

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

R. CARE, CUSTODY OR CONTROL

Exclusion 2.j.4 of **SECTION I, COVERAGE A.** is deleted and replaced with the following:

2.j.4 Personal property in the care, custody or control of the insured. However, for personal property in the care, custody or control of you or your "employees," this exclusion applies only to that portion of any loss in excess of $25,000 per occurrence, subject to the following terms and conditions;

(a) The most that we will pay under this provision as an annual aggregate is $100,000, regardless of the number of occurrences.

(b) This provision does not apply to "employee" owned property or any property that is missing where there is not physical evidence to show what happened to the property.

(c) The aggregate limit for this coverage provision is part of the General Aggregate Limit and **SECTION III - LIMITS OF INSURANCE** is changed accordingly.

(d) In the event of damage to or destruction of property covered by this exception, you shall, if requested by us, replace the property or furnish the labor and materials necessary for repairs thereto, at actual cost to you, exclusive of prospective profit or overhead charges of any nature.

(e) $2,500 shall be deducted from the total amount of all sums you became obligated to pay as damages on account of damage to or destruction of all property of each person or organization, including the loss of use of that property, as a result of each "occurrence." Our limit of liability under the endorsement as being applicable to each "occurrence" shall be reduced by the amount of the deductible indicated above; however, our aggregate limit of liability under this provision shall not be reduced by the amount of such deductible. The conditions of the policy, including those with respect to duties in the event of "occurrence," claims or "suit" apply irrespective of the application of the deductible amount. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

S. ELECTRONIC DATA LIABILITY COVERAGE

1. Exclusion 2.p. Electronic Data of **SECTION I, COVERAGE A,** is deleted and replaced with the following:

2.p. Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

2. The following definition is added to **SECTION V – DEFINITIONS:**

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

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

"Property damage" means:

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

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

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

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

T. CONSOLIDATED INSURANCE PROGRAM RESIDUAL LIABILITY COVERAGE

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

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

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

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

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

U. AUTOMATIC ADDITIONAL INSUREDS - MANAGERS OR LESSORS OR PREMISES

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

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

This insurance does not apply to:

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

2. Structural alterations, new construction or demolition operations performed by or on behalf of the additional insured listed in the written contract or written agreement.

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

V. AUTOMATIC ADDITIONAL INSUREDS – STATE OR GOVERNMENTAL AGENCY OR POLITICAL SUBDIVISIONS – PERMITS OR AUTHORIZATIONS

SECTION II – WHO IS AN INSURED is amended to include any state or governmental agency or subdivision or political subdivision with whom you are required by written contract, ordinance, law or building code to name as an additional insured subject to the following provisions:

This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

2. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

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

W. CONTRACTORS AUTOMATIC ADDITIONAL INSURED COVERAGE – COMPLETED OPERATIONS

SECTION II – WHO IS AN INSURED is amended to include as an additional insured any person or organization who is required by written contract to be an additional insured on your policy for completed operations, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the project designated in the contract, performed for that additional insured and included in the "products-completed operations hazard".

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

X. ADDITIONAL INSURED – ENGINEERS, ARCHITECTS OR SURVEYORS

SECTION II – WHO IS AN INSURED is amended to include as an additional insured any architect, engineer or surveyor who is required by written contract to be an additional insured on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

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

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

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

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

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

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

2. Supervisory, inspection or engineering services.

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

ANKENY CITY COUNCIL

City Council Agenda

February 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 Clerk

COUNCIL GOAL:

ACTION REQUESTED:
Resolution

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:

Proposed 2023 PCC Reconstruction Program - SE 8th Street (PH 2023-09)

EXECUTIVE SUMMARY:

The 2023 PCC Reconstruction Program – SE 8th Street project includes pavement reconstruction and minor utility improvements along SE 8th Street from just west of SE Rio Circle/SE Richland Court to just west of SE Michael Drive in the City of Ankeny.

The construction improvements include the slip-form paving of approximately 2,450 SY of 8" PCC Class C-SUD street pavement, along with approximately 900 SY of 7" PCC Class C-SUD intersection handwork, and 175 SY of 6" PCC Class C residential driveways. Other associated improvements include Class 10 excavation, subgrade preparation, modified subbase placement, subdrain installation, removal and replacement of storm sewer structures, minor and major adjustments to existing storm sewer and sanitary sewer structures, surface restoration, temporary traffic control, mobilization, and miscellaneous associated work necessary to complete the project.

The bid opening for this project was held on Tuesday, January 31, 2023. Seven(7) bids were received as follows:

1. All Star Concrete, LLC $642,101.00

2. Alliance Construction Group, LLC $658,766.50

3. Absolute Concrete Construction Inc. $690,301.00

DBA Absolute Group

4. Reilly Construction Co., Inc. $720,000.00

5. Shekar Engineering, PLC $798,553.65

6. Iowa Civil Contracting, Inc. $817,062.60

7. Con-Struct, Inc. $836,630.00

The Engineer's Estimate for the project was $ 775,410.00. The bids ranged from approximately 17% below the estimate to approximately 8% above the estimate. All Star Concrete, LLC has completed similar street reconstruction projects for other area cities in the past and they have the technical experience to complete this project. The Public Works Department recommends awarding the 2023 PCC Reconstruction Program - SE 8th Street project to All Star Concrete, LLC of Johnston, Iowa.

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 19, 2023. The contractor will have 40 working days to substantially complete the overall project and 10 working days to fully complete the overall project.

FISCAL IMPACT: **Yes**

This project is included in the current Capital Improvement Program with construction scheduled for 2023.

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the Council take the following action:

1. Hold a hearing on the proposed Contract Documents (plans, specifications, and form of contract), and estimate of cost ($775,410.00).

2. Approve Resolution, adopting said plans, specifications, form of contract, and estimated cost for the 2023 PCC Reconstruction Program - SE 8th Street project.

3. Receive and file the report of bids received on January 31, 2023.

4. Approve Resolution, making award of construction contract to All Star Concrete, LLC of Johnston, Iowa.

5. Approve Resolution, approving contract and bonds with All Star Concrete, LLC in the amount of $642,101.00.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

January 3, 2023: The City Council approved a Resolution ordering construction and setting the bid opening date as January 31, 2023, and setting the public hearing date as February 6, 2023.

PUBLIC OUTREACH EFFORTS:

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

ACTION REQUESTED:

Action: Consider motion to adopt 1) RESOLUTION adopting plans, specifications, form of contract and estimate of cost $775,410.00; 2) receive and file report of bids received January 31, 2023; 3) adopt RESOLUTION making award of construction contract with All Star Concrete, LLC in the amount of $642,101.00; and 4) adopt RESOLUTION approving contract and bonds with All Star Concrete, LLC in the amount of $642,101.00.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
RES - plans, specs
Bid Sheet
Bid Tab
RES - making award
RES - approving contract
Map
Contract

Council Member _____ introduced the following Resolution entitled "RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE 2023 PCC RECONSTRUCTION PROGRAM - SE 8TH STREET", 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 2023 PCC RECONSTRUCTION PROGRAM - SE 8TH STREET

WHEREAS, on the **3rd** day of **January**, **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 2023 PCC Reconstruction Program - SE 8th Street; 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 February, 2023.

_____

Mayor

ATTEST:

_____

City Clerk

city of Ankeny
bringing it all together

REC'D & FILED
BY CITY COUNCIL
2/6/23

BID LETTING **10:30 A.M.** **JANUARY 31, 2023**

2023 PCC RECONSTRUCTION PROGRAM – SE 8TH STREET

The purpose of this meeting is to receive, open and tabulate bids for construction of the 2023 PCC Reconstruction Program – SE 8th Street project in accordance with the Plans and Specifications prepared by City of Ankeny Public Works.

Mark Mueller, Public Works Director

Project Estimate of Cost $ 775,410.00

	Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (one) Acknowledged
1)	✓	Iowa Civil Contracting Inc 1106 3rd St Victor IA 52347	817,062.60	✓
2)	✓	ShreKar Engineering P.L.C. 2600 MLK Jr Pkwy #200 Des Moines, IA 50310	798,553.65	✓
3)	✓	Alliance Construction Group LLC 9400 Plem Drive Ste 100 Urbandale IA 50322	658,766.50	✓
4)	✓	ConStruct Inc 305 South Dayton Ave Ames IA 50010	836,630.00	✓
5)	✓	Absolute Group PO Box 430 Granger IA 50109	690,301.00	✓
* 6)	✓	All Star Concrete LLC 4989 NW Johnston Dr Johnston IA 50131	642101.00	✓

*Apparent Low Bidder

Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (one) Acknowledged
7) ✓	Reilly Construction Co Inc PO Box 99, 110 main St Ossian IA 52161	720,000.00	✓
8)			
9)			
10)			
11)			
12)			
13)			

*Apparent Low Bidder

Bids will be reviewed and further action taken by the City Council at their next regular meeting of February 6, 2023 at 5:30 P.M.

Mark Mueller

Mark Mueller, Public Works Director

ATTEST:

Michelle Yuska

Michelle Yuska, City Clerk

Bid Tabulation

2023 PCC Reconstruction Program - SE 8th Street

SE 8th Street from just west of SE Rio Circle/SE Richland Court to just west of SE Michael Drive

January 31, 2023

				Engineer's Estimate			All Star Concrete LLC			Alliance Construction Group LLC			Absolute Concrete Construction Inc "DBA" Absolute Group			Reilly Construction Co., Inc.		
Item No.	**SUDAS No.**	**Item**	**Unit**	**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**
		EARTHWORK																
2.01	2010-D-2	Topsoil, Compost-amended	CY	270	$ 100.00	$ 27,000.00	270	$ 70.00	$ 18,900.00	270	$ 75.00	$ 20,250.00	270	$ 72.00	$ 19,440.00	270	$ 80.00	$ 21,600.00
2.02	2010-E	Excavation, Class 10	CY	660	$ 25.00	$ 16,500.00	660	$ 20.00	$ 13,200.00	660	$ 21.00	$ 13,860.00	660	$ 25.00	$ 16,500.00	660	$ 55.00	$ 36,300.00
2.03	2010-G	Subgrade Preparation, 6" Depth	SY	3,960	$ 4.00	$ 15,840.00	3,960	$ 3.00	$ 11,880.00	3,960	$ 3.25	$ 12,870.00	3,960	$ 4.75	$ 18,810.00	3,960	$ 5.00	$ 19,800.00
2.04	2010-I	Subgrade Treatment, Geogrid, Triangular, Type 3	SY	990	$ 6.00	$ 5,940.00	990	$ 5.00	$ 4,950.00	990	$ 5.25	$ 5,197.50	990	$ 6.25	$ 6,187.50	990	$ 5.00	$ 4,950.00
2.05	2010-J	Subbase, Modified, Virgin Aggregate, 6" Depth	SY	3,960	$ 15.00	$ 59,400.00	3,960	$ 12.50	$ 49,500.00	3,960	$ 12.75	$ 50,490.00	3,960	$ 11.50	$ 45,540.00	3,960	$ 15.00	$ 59,400.00
2.06	2010-M	Compaction Testing	LS	1	$ 3,500.00	$ 3,500.00	1	$ 1,629.00	$ 1,629.00	1	$ 5,500.00	$ 5,500.00	1	$ 3,500.00	$ 3,500.00	1	$ 2,850.00	$ 2,850.00
		SEWERS AND DRAINS																
4.01	4040-A	Subdrain, Corrugated PVC, Type 2, 8" Diameter	LF	1,440	$ 40.00	$ 57,600.00	1,440	$ 30.00	$ 43,200.00	1,440	$ 30.50	$ 43,920.00	1,440	$ 30.00	$ 43,200.00	1,440	$ 35.00	$ 50,400.00
4.02	4040-C-1	Subdrain Cleanout, Type B, 24" Diameter	EA	2	$ 2,000.00	$ 4,000.00	2	$ 1,800.00	$ 3,600.00	2	$ 1,850.00	$ 3,700.00	2	$ 1,800.00	$ 3,600.00	2	$ 2,500.00	$ 5,000.00
4.03	4040-D-1	Subdrain Outlets and Connections, PVC, 8" Diameter	EA	10	$ 500.00	$ 5,000.00	10	$ 450.00	$ 4,500.00	10	$ 475.00	$ 4,750.00	10	$ 450.00	$ 4,500.00	10	$ 600.00	$ 6,000.00
		WATER MAINS AND APPURTENANCES																
5.01	5020-H	Valve Box Replacement	EA	2	$ 1,000.00	$ 2,000.00	2	$ 850.00	$ 1,700.00	2	$ 875.00	$ 1,750.00	2	$ 850.00	$ 1,700.00	2	$ 1,250.00	$ 2,500.00
		STRUCTURES FOR SANITARY AND STORM SEWERS																
6.01	6010-B	Intake, Type SW-501, 3'-0" x 2'-0"	EA	1	$ 5,000.00	$ 5,000.00	1	$ 3,750.00	$ 3,750.00	1	$ 3,800.00	$ 3,800.00	1	$ 3,750.00	$ 3,750.00	1	$ 10,000.00	$ 10,000.00
6.02	6010-B	Intake, Type SW-503, 3'-0" x 6'-0"	EA	1	$ 6,500.00	$ 6,500.00	1	$ 5,200.00	$ 5,200.00	1	$ 5,300.00	$ 5,300.00	1	$ 5,200.00	$ 5,200.00	1	$ 11,000.00	$ 11,000.00
6.03	6010-B	Intake, Type SW-505, 6'-8" x 2'-0"	EA	1	$ 7,500.00	$ 7,500.00	1	$ 5,600.00	$ 5,600.00	1	$ 5,700.00	$ 5,700.00	1	$ 5,600.00	$ 5,600.00	1	$ 10,000.00	$ 10,000.00
6.04	6010-E-1	Manhole Adjustment, Sanitary, Minor, Self-Level Casting	EA	1	$ 2,000.00	$ 2,000.00	1	$ 2,500.00	$ 2,500.00	1	$ 2,600.00	$ 2,600.00	1	$ 2,500.00	$ 2,500.00	1	$ 2,000.00	$ 2,000.00
6.05	6010-E-1	Manhole Adjustment, Sanitary, Minor, Two Piece Casting	EA	1	$ 2,000.00	$ 2,000.00	1	$ 2,500.00	$ 2,500.00	1	$ 2,600.00	$ 2,600.00	1	$ 2,500.00	$ 2,500.00	1	$ 1,500.00	$ 1,500.00
6.06	6010-E-1	Manhole Adjustment, Storm, Minor, Two Piece Casting	EA	8	$ 2,000.00	$ 16,000.00	8	$ 2,500.00	$ 20,000.00	8	$ 2,600.00	$ 20,800.00	8	$ 2,500.00	$ 20,000.00	8	$ 1,500.00	$ 12,000.00
6.07	6010-E-2	Intake Adjustment, Minor	EA	6	$ 2,000.00	$ 12,000.00	6	$ 2,500.00	$ 15,000.00	6	$ 2,600.00	$ 15,600.00	6	$ 2,500.00	$ 15,000.00	6	$ 1,500.00	$ 9,000.00
6.08	6010-F-2	Intake Adjustment, Major	EA	1	$ 4,000.00	$ 4,000.00	1	$ 3,500.00	$ 3,500.00	1	$ 3,750.00	$ 3,750.00	1	$ 3,500.00	$ 3,500.00	1	$ 3,500.00	$ 3,500.00
6.09	6010-H-2	Remove Intake	EA	4	$ 1,000.00	$ 4,000.00	4	$ 750.00	$ 3,000.00	4	$ 775.00	$ 3,100.00	4	$ 750.00	$ 3,000.00	4	$ 1,000.00	$ 4,000.00
6.10	6010-999-A	Intake, Type SW-503, Partial Rebuild - 48" Depth	EA	1	$ 4,000.00	$ 4,000.00	1	$ 5,200.00	$ 5,200.00	1	$ 5,500.00	$ 5,500.00	1	$ 5,200.00	$ 5,200.00	1	$ 4,500.00	$ 4,500.00
		STREETS AND RELATED WORK																
7.01	7010-A	Pavement, PCC, Class C-SUD, 7" Thick	SY	890	$ 80.00	$ 71,200.00	890	$ 72.00	$ 64,080.00	890	$ 72.00	$ 64,080.00	890	$ 78.50	$ 69,865.00	890	$ 82.00	$ 72,980.00
7.02	7010-A	Pavement, PCC, Class C-SUD, 8" Thick	SY	2,450	$ 90.00	$ 220,500.00	2,450	$ 78.00	$ 191,100.00	2,450	$ 69.25	$ 169,662.50	2,450	$ 80.00	$ 196,000.00	2,450	$ 79.00	$ 193,550.00
7.03	7010-999-A	Plastic Concrete Testing	LS	1	$ 5,000.00	$ 5,000.00	1	$ 5,007.00	$ 5,007.00	1	$ 4,500.00	$ 4,500.00	1	$ 5,000.00	$ 5,000.00	1	$ 5,100.00	$ 5,100.00
7.04	7030-A-1	Removal of Sidewalk	SY	230	$ 15.00	$ 3,450.00	230	$ 15.00	$ 3,450.00	230	$ 15.50	$ 3,565.00	230	$ 16.50	$ 3,795.00	230	$ 15.00	$ 3,450.00
7.05	7030-A-3	Removal of Driveway	SY	175	$ 15.00	$ 2,625.00	175	$ 15.00	$ 2,625.00	175	$ 15.50	$ 2,712.50	175	$ 13.50	$ 2,362.50	175	$ 15.00	$ 2,625.00
7.06	7030-E	Sidewalk, PCC, Class C, 4" Thick	SY	135	$ 65.00	$ 8,775.00	135	$ 55.00	$ 7,425.00	135	$ 85.00	$ 11,475.00	135	$ 60.00	$ 8,100.00	135	$ 74.00	$ 9,990.00
7.07	7030-E	Sidewalk, PCC, Class C, 6" Thick	SY	85	$ 100.00	$ 8,500.00	85	$ 75.00	$ 6,375.00	85	$ 95.00	$ 8,075.00	85	$ 70.00	$ 5,950.00	85	$ 165.00	$ 14,025.00
7.08	7030-G	Detectable Warnings, Galvanized Steel	SF	96	$ 60.00	$ 5,760.00	96	$ 60.00	$ 5,760.00	96	$ 80.00	$ 7,680.00	96	$ 45.00	$ 4,320.00	96	$ 56.00	$ 5,376.00
7.09	7030-H-1	Driveway, Paved, PCC, Class C, Type A Residential, 6" Thick	SY	175	$ 65.00	$ 11,375.00	175	$ 65.00	$ 11,375.00	175	$ 70.00	$ 12,250.00	175	$ 75.00	$ 13,125.00	175	$ 85.00	$ 14,875.00
7.10	7040-B	Subbase Over-excavation, 6" Depth	SY	396	$ 15.00	$ 5,940.00	396	$ 12.50	$ 4,950.00	396	$ 12.75	$ 5,049.00	396	$ 13.50	$ 5,346.00	396	$ 20.00	$ 7,920.00
7.11	7040-H	Pavement Removal	SY	3340	$ 15.00	$ 50,100.00	3,340	$ 12.00	$ 40,080.00	3,340	$ 12.25	$ 40,915.00	3,340	$ 10.25	$ 34,235.00	3,340	$ 10.00	$ 33,400.00
		TRAFFIC CONTROL																
8.01	8030-A	Temporary Traffic Control	LS	1	$ 15,000.00	$ 15,000.00	1	$ 6,750.00	$ 6,750.00	1	$ 7,000.00	$ 7,000.00	1	$ 6,750.00	$ 6,750.00	1	$ 7,700.00	$ 7,700.00
8.02	8030-999-A	Portable Dynamic Message Sign (PDMS)	CDAY	10	$ 150.00	$ 1,500.00	10	$ 150.00	$ 1,500.00	10	$ 155.00	$ 1,550.00	10	$ 150.00	$ 1,500.00	10	$ 170.00	$ 1,700.00
8.03	8040-A	Traffic Signs, No Parking (R8-3), 12" x 12"	EA	2	$ 75.00	$ 150.00	2	$ 300.00	$ 600.00	2	$ 325.00	$ 650.00	2	$ 300.00	$ 600.00	2	$ 350.00	$ 700.00
8.04	8040-E	U-Shaped Rail Steel Posts	EA	2	$ 150.00	$ 300.00	2	$ 175.00	$ 350.00	2	$ 180.00	$ 360.00	2	$ 175.00	$ 350.00	2	$ 200.00	$ 400.00
		SITE WORK AND LANDSCAPING																
9.01	9010-A	Conventional Seeding and Fertilizing, Type 1	AC	0.5	$ 5,000.00	$ 2,500.00	1	$ 2,750.00	$ 1,375.00	1	$ 2,800.00	$ 1,400.00	1	$ 3,000.00	$ 1,500.00	1	$ 3,150.00	$ 1,575.00
9.02	9010-A	Conventional Seeding and Fertilizing, Type 4	AC	0.5	$ 5,000.00	$ 2,500.00	1	$ 1,750.00	$ 875.00	1	$ 1,800.00	$ 900.00	1	$ 1,000.00	$ 500.00	1	$ 2,000.00	$ 1,000.00
9.03	9040-Q-2	Erosion Control Mulching, Hydromulching, BFM	AC	1	$ 10,000.00	$ 10,000.00	1	$ 3,500.00	$ 3,500.00	1	$ 3,600.00	$ 3,600.00	1	$ 5,000.00	$ 5,000.00	1	$ 4,000.00	$ 4,000.00
9.04	9040-T-1	Inlet Protection Device, Surface-applied	EA	11	$ 200.00	$ 2,200.00	11	$ 50.00	$ 550.00	11	$ 55.00	$ 605.00	11	$ 250.00	$ 2,750.00	11	$ 55.00	$ 605.00
9.05	9040-T-1	Inlet Protection Device, Drop-in	EA	11	$ 175.00	$ 1,925.00	11	$ 155.00	$ 1,705.00	11	$ 175.00	$ 1,925.00	11	$ 250.00	$ 2,750.00	11	$ 175.00	$ 1,925.00
9.06	9040-T-2	Inlet Protection Device, Maintenance	EA	11	$ 30.00	$ 330.00	11	$ 20.00	$ 220.00	11	$ 25.00	$ 275.00	11	$ 25.00	$ 275.00	11	$ 25.00	$ 275.00
		MISCELLANEOUS																
11.01	11,020-A	Mobilization	LS	1	$ 60,000.00	$ 60,000.00	1	$ 41,610.00	$ 41,610.00	1	$ 50,000.00	$ 50,000.00	1	$ 63,000.00	$ 63,000.00	1	$ 40,029.00	$ 40,029.00
11.02	11,030-A	Maintenance of Postal Service	LS	1	$ 5,000.00	$ 5,000.00	1	$ 1,830.00	$ 1,830.00	1	$ 5,500.00	$ 5,500.00	1	$ 7,700.00	$ 7,700.00	1	$ 1,500.00	$ 1,500.00
11.03	11,030-B	Maintenance of Solid Waste Collection	LS	1	$ 5,000.00	$ 5,000.00	1	$ 3,900.00	$ 3,900.00	1	$ 2,000.00	$ 2,000.00	1	$ 6,500.00	$ 6,500.00	1	$ 5,000.00	$ 5,000.00
11.04	11,040-999-A	Temporary Pedestrian Ramp	EA	8	$ 1,500.00	$ 12,000.00	8	$ 1,750.00	$ 14,000.00	8	$ 2,500.00	$ 20,000.00	8	$ 1,500.00	$ 12,000.00	8	$ 1,500.00	$ 12,000.00
11.05	11,050-A	Concrete Washout, Roll-off Container	LS	1	$ 4,000.00	$ 4,000.00	1	$ 1,800.00	$ 1,800.00	1	$ 2,000.00	$ 2,000.00	1	$ 1,800.00	$ 1,800.00	1	$ 2,000.00	$ 2,000.00
		TOTAL AMOUNT BID =				**$ 775,410.00**			**$ 642,101.00**			**$ 658,766.50**			**$ 690,301.00**			**$ 720,000.00**

Bid Tabulation
2023 PCC Reconstruction Program - SE 8th Street
SE 8th Street from just west of SE Rio Circle/SE Richland Court to just west of SE Michael Drive
January 31, 2023

				Shekar Engineering, PLC			Iowa Civil Contracting, Inc.			Con-Struct, Inc.								
Item No.	SUDAS No.	Item	Unit	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
		EARTHWORK																
2.01	2010-D-2	Topsoil, Compost-amended	CY	270	$ 105.00	$ 28,350.00	270	$ 112.50	$ 30,375.00	270	$ 100.00	$ 27,000.00						
2.02	2010-E	Excavation, Class 10	CY	660	$ 10.00	$ 6,600.00	660	$ 25.00	$ 16,500.00	660	$ 40.00	$ 26,400.00						
2.03	2010-G	Subgrade Preparation, 6" Depth	SY	3,960	$ 11.21	$ 44,391.60	3,960	$ 6.00	$ 23,760.00	3,960	$ 5.00	$ 19,800.00						
2.04	2010-I	Subgrade Treatment, Geogrid, Triangular, Type 3	SY	990	$ 4.50	$ 4,455.00	990	$ 8.00	$ 7,920.00	990	$ 6.00	$ 5,940.00						
2.05	2010-J	Subbase, Modified, Virgin Aggregate, 6" Depth	SY	3,960	$ 12.50	$ 49,500.00	3,960	$ 25.50	$ 100,980.00	3,960	$ 15.00	$ 59,400.00						
2.06	2010-M	Compaction Testing	LS	1	$ 6,500.00	$ 6,500.00	1	$ 2,000.00	$ 2,000.00	1	$ 5,000.00	$ 5,000.00						
		SEWERS AND DRAINS																
4.01	4040-A	Subdrain, Corrugated PVC, Type 2, 8" Diameter	LF	1,440	$ 22.50	$ 32,400.00	1,440	$ 46.20	$ 66,528.00	1,440	$ 50.00	$ 72,000.00						
4.02	4040-C-1	Subdrain Cleanout, Type B, 24" Diameter	EA	2	$ 1,250.00	$ 2,500.00	2	$ 3,520.00	$ 7,040.00	2	$ 2,000.00	$ 4,000.00						
4.03	4040-D-1	Subdrain Outlets and Connections, PVC, 8" Diameter	EA	10	$ 500.00	$ 5,000.00	10	$ 550.00	$ 5,500.00	10	$ 1,000.00	$ 10,000.00						
		WATER MAINS AND APPURTENANCES																
5.01	5020-H	Valve Box Replacement	EA	2	$ 2,750.00	$ 5,500.00	2	$ 770.00	$ 1,540.00	2	$ 1,000.00	$ 2,000.00						
		STRUCTURES FOR SANITARY AND STORM SEWERS																
6.01	6010-B	Intake, Type SW-501, 3'-0" x 2'-0"	EA	1	$ 8,500.00	$ 8,500.00	1	$ 6,160.00	$ 6,160.00	1	$ 5,000.00	$ 5,000.00						
6.02	6010-B	Intake, Type SW-503, 3'-0" x 6'-0"	EA	1	$ 9,500.00	$ 9,500.00	1	$ 8,393.00	$ 8,393.00	1	$ 6,500.00	$ 6,500.00						
6.03	6010-B	Intake, Type SW-505, 6'-8" x 2'-0"	EA	1	$ 10,500.00	$ 10,500.00	1	$ 8,305.00	$ 8,305.00	1	$ 6,500.00	$ 6,500.00						
6.04	6010-E-1	Manhole Adjustment, Sanitary, Minor, Self-Level Casting	EA	1	$ 2,500.00	$ 2,500.00	1	$ 3,500.00	$ 3,500.00	1	$ 3,000.00	$ 3,000.00						
6.05	6010-E-1	Manhole Adjustment, Sanitary, Minor, Two Piece Casting	EA	1	$ 1,800.00	$ 1,800.00	1	$ 3,500.00	$ 3,500.00	1	$ 2,000.00	$ 2,000.00						
6.06	6010-E-1	Manhole Adjustment, Storm, Minor, Two Piece Casting	EA	8	$ 1,800.00	$ 14,400.00	8	$ 3,000.00	$ 24,000.00	8	$ 2,000.00	$ 16,000.00						
6.07	6010-E-2	Intake Adjustment, Minor	EA	6	$ 1,750.00	$ 10,500.00	6	$ 2,500.00	$ 15,000.00	6	$ 2,500.00	$ 15,000.00						
6.08	6010-F-2	Intake Adjustment, Major	EA	1	$ 2,500.00	$ 2,500.00	1	$ 3,080.00	$ 3,080.00	1	$ 3,800.00	$ 3,800.00						
6.09	6010-H-2	Remove Intake	EA	4	$ 2,500.00	$ 10,000.00	4	$ 1,100.00	$ 4,400.00	4	$ 1,000.00	$ 4,000.00						
6.10	6010-999-A	Intake, Type SW-503, Partial Rebuild - 48" Depth	EA	1	$ 10,500.00	$ 10,500.00	1	$ 4,840.00	$ 4,840.00	1	$ 6,000.00	$ 6,000.00						
		STREETS AND RELATED WORK																
7.01	7010-A	Pavement, PCC, Class C-SUD, 7" Thick	SY	890	$ 120.25	$ 107,022.50	890	$ 96.46	$ 85,849.40	890	$ 80.00	$ 71,200.00						
7.02	7010-A	Pavement, PCC, Class C-SUD, 8" Thick	SY	2,450	$ 72.62	$ 177,919.00	2,450	$ 85.60	$ 209,720.00	2,450	$ 90.00	$ 220,500.00						
7.03	7010-999-A	Plastic Concrete Testing	LS	1	$ 3,500.00	$ 3,500.00	1	$ 6,000.00	$ 6,000.00	1	$ 12,000.00	$ 12,000.00						
7.04	7030-A-1	Removal of Sidewalk	SY	230	$ 11.28	$ 2,594.40	230	$ 15.00	$ 3,450.00	230	$ 20.00	$ 4,600.00						
7.05	7030-A-3	Removal of Driveway	SY	175	$ 11.28	$ 1,974.00	175	$ 15.00	$ 2,625.00	175	$ 20.00	$ 3,500.00						
7.06	7030-E	Sidewalk, PCC, Class C, 4" Thick	SY	135	$ 127.72	$ 17,242.20	135	$ 100.00	$ 13,500.00	135	$ 70.00	$ 9,450.00						
7.07	7030-E	Sidewalk, PCC, Class C, 6" Thick	SY	85	$ 141.05	$ 11,989.25	85	$ 130.00	$ 11,050.00	85	$ 90.00	$ 7,650.00						
7.08	7030-G	Detectable Warnings, Galvanized Steel	SF	96	$ 65.00	$ 6,240.00	96	$ 65.00	$ 6,240.00	96	$ 60.00	$ 5,760.00						
7.09	7030-H-1	Driveway, Paved, PCC, Class C, Type A Residential, 6" Thick	SY	175	$ 146.05	$ 25,558.75	175	$ 100.00	$ 17,500.00	175	$ 70.00	$ 12,250.00						
7.1	7040-B	Subbase Over-excavation, 6" Depth	SY	396	$ 18.00	$ 7,128.00	396	$ 25.20	$ 9,979.20	396	$ 5.00	$ 1,980.00						
7.11	7040-H	Pavement Removal	SY	3,340	$ 11.28	$ 37,675.20	3340	$ 12.00	$ 40,080.00	3340	$ 15.00	$ 50,100.00						
		TRAFFIC CONTROL																
8.01	8030-A	Temporary Traffic Control	LS	1	$ 7,762.50	$ 7,762.50	1	$ 1,500.00	$ 15,000.00	1	$ 10,000.00	$ 10,000.00						
8.02	8030-999-A	Portable Dynamic Message Sign (PDMS)	CDAY	10	$ 225.00	$ 2,250.00	10	$ 165.00	$ 1,650.00	10	$ 200.00	$ 2,000.00						
8.03	8040-A	Traffic Signs, No Parking (R8-3), 12" x 12"	EA	2	$ 345.00	$ 690.00	2	$ 330.00	$ 660.00	2	$ 400.00	$ 800.00						
8.04	8040-E	U-Shaped Rail Steel Posts	EA	2	$ 201.25	$ 402.50	2	$ 192.50	$ 385.00	2	$ 200.00	$ 400.00						
		SITE WORK AND LANDSCAPING																
9.01	9010-A	Conventional Seeding and Fertilizing, Type 1	AC	0.5	$ 3,162.50	$ 1,581.25	0.5	$ 3,025.00	$ 1,512.50	0.5	$ 3,000.00	$ 1,500.00						
9.02	9010-A	Conventional Seeding and Fertilizing, Type 4	AC	0.5	$ 2,012.50	$ 1,006.25	0.5	$ 1,925.00	$ 962.50	0.5	$ 2,000.00	$ 1,000.00						
9.03	9040-Q-2	Erosion Control Mulching, Hydromulching, BFM	AC	1	$ 4,025.00	$ 4,025.00	1	$ 3,850.00	$ 3,850.00	1	$ 4,000.00	$ 4,000.00						
9.04	9040-T-1	Inlet Protection Device, Surface-applied	EA	11	$ 57.50	$ 632.50	11	$ 55.00	$ 605.00	11	$ 300.00	$ 3,300.00						
9.05	9040-T-1	Inlet Protection Device, Drop-in	EA	11	$ 178.25	$ 1,960.75	11	$ 171.00	$ 1,881.00	11	$ 200.00	$ 2,200.00						
9.06	9040-T-2	Inlet Protection Device, Maintenance	EA	11	$ 23.00	$ 253.00	11	$ 22.00	$ 242.00	11	$ 100.00	$ 1,100.00						
		MISCELLANEOUS																
11.01	11,020-A	Mobilization	LS	1	$ 85,000.00	$ 85,000.00	1	$ 30,000.00	$ 30,000.00	1	$ 70,000.00	$ 70,000.00						
11.02	11,030-A	Maintenance of Postal Service	LS	1	$ 5,500.00	$ 5,500.00	1	$ 2,000.00	$ 2,000.00	1	$ 8,000.00	$ 8,000.00						
11.03	11,030-B	Maintenance of Solid Waste Collection	LS	1	$ 6,500.00	$ 6,500.00	1	$ 2,000.00	$ 2,000.00	1	$ 8,000.00	$ 8,000.00						
11.04	11,040-999-A	Temporary Pedestrian Ramp	EA	8	$ 1,750.00	$ 14,000.00	8	$ 500.00	$ 4,000.00	8	$ 2,000.00	$ 16,000.00						
11.05	11,050-A	Concrete Washout, Roll-off Container	LS	1	$ 2,250.00	$ 2,250.00	1	$ 3,000.00	$ 3,000.00	1	$ 10,000.00	$ 10,000.00						
		TOTAL AMOUNT BID =				**$ 798,553.65**			**$ 817,062.60**			**$ 836,630.00**						

Council Member _____ introduced the following Resolution entitled "RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE 2023 PCC RECONSTRUCTION PROGRAM - SE 8TH STREET", 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 2023 PCC RECONSTRUCTION PROGRAM - SE 8TH STREET

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 2023 PCC Reconstruction Program - SE 8th Street, described in the plans and specifications heretofore adopted by this Council on February 6, 2023, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

Contractor: **All Star Concrete, LLC** of **Johnston, Iowa**

Amount of bid: **$642,101.00**

Portion of project: All construction work

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

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

_____
Mayor

ATTEST:

_____
City Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND FOR THE 2023 PCC RECONSTRUCTION PROGRAM - SE 8TH STREET", 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 2023 PCC RECONSTRUCTION PROGRAM - SE 8TH STREET

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 2023 PCC Reconstruction Program - SE 8th Street, 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: **All Star Concrete, LLC** of **Johnston, Iowa**

Amount of bid: **$642,101.00**

Bond surety: _____

Date of bond: _____

Portion of project: All construction work

PASSED AND APPROVED this **6th** day of **February**, 2023.

_____
Mayor

ATTEST:

_____
City Clerk

city of Ankeny
bringing it all together

2023 PCC Reconstruction Program - SE 8th Street

Map is for Locational Purposes Only.

W S N E

1 in = 200 ft

Date: 12/20/2022

PUBLIC WORKS DEPARTMENT

ENGINEERING DIVISION

CONTRACT

THIS CONTRACT, made and entered into at **Ankeny, Iowa** this 6th day of February, 2023, by and between the **City of Ankeny, Iowa** by its **Mayor**, upon order of its **City Council** hereinafter called the "Jurisdiction," and All Star Concrete LLC, hereinafter called the "Contractor."

WITNESSETH:

The Contractor hereby agrees to complete the work comprising the below referenced improvement as specified in the Contract Documents, which are officially on file with the Jurisdiction, in the Ankeny Public Services Building. This Contract includes all Contract Documents. The work under this Contract shall be constructed in accordance with the SUDAS Standard Specifications, Most Recent Edition, and as further modified by the Supplemental Specifications and Special Provisions included in said Contract Documents. The Contractor further agrees to complete the work in strict accordance with said Contract Documents, and to guarantee the work as required by law, for the time required in said Contract Documents, after its acceptance by the Jurisdiction.

This Contract is awarded and executed for completion of the work specified in the Contract Documents for the bid prices shown on the Contract Attachment: Bid Items, Quantities, and Prices, which were proposed by the Contractor in its Proposal submitted in accordance with the Notice to Bidders and Notice of Public Hearing for the following described improvement:

2023 PCC RECONSTRUCTION PROGRAM – SE 8TH STREET

The 2023 PCC Reconstruction Program – SE 8th Street project includes pavement reconstruction and minor utility improvements along SE 8th Street from just west of SE Rio Circle/SE Richland Court to just west of SE Michael Drive in the City of Ankeny.

The construction improvements include the slip-form paving of approximately 3,000 SY of 8" thick PCC Class C-SUD street pavement, along with approximately 225 SY of 7" thick PCC Class C-SUD intersection handwork, and 175 SY of 6" thick PCC Class C residential driveways. Other associated improvements include Class 10 excavation, subgrade preparation, modified subbase placement, subdrain installation, removal and replacement of storm sewer structures, minor and major adjustments to existing storm sewer and sanitary sewer structures, surface restoration, temporary traffic control, mobilization, and miscellaneous associated work necessary to complete the project.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of Six Hundred Forty-Two Thousand One Hundred and One and 00/100 DOLLARS ($642,101.00), which amount shall constitute the required amount of the Performance, Payment, and Maintenance Bond. The Contractor hereby agrees to commence work under this Contract on or before a date to be specified in a written Notice to Proceed by the Jurisdiction; and to complete the project as described in the Notice to Bidders and Notice of Public Hearing as noted below:

The Contractor shall substantially complete the overall project in **forty (40) working days.** Substantial completion for the overall project shall be defined as all utility, grading, and pavement construction completed, with the new signs installed, and 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 substantially completed within the designated Contract term(s).

The Contractor shall fully complete the overall project in **ten (10) working days** following substantial completion of the overall project. Full completion for the overall project shall be defined as all work including temporary surface restoration and punch list items 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).

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

JURISDICTION:

By Mark Holm, Mayor

(Seal)
ATTEST: Michelle Yuska, City Clerk

CITY SEAL ANKENY IOWA

CONTRACTOR:

All Star Concrete LLC
Contractor

By [signature]
Signature

Sr. Project Manager
Title

4989 NW Johnston Drive
Street Address

Johnston, IA 50131
City, State, Zip Code

(515) 224-6394
Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration Number C 1 2 1 1 - 5 7 issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.

2. Out-of-State Contractors:

   A. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of five thousand dollars in value in Iowa, shall file a bond with the Division of Labor Services of the Iowa Department of Workforce Development. It is the contractor's responsibility to comply with said Section 91C.7 before commencing this work.

   B. Prior to entering into contract, the designated low bidder, if it is a corporation organized under the laws of a state other than Iowa, shall file with the Engineer a certificate from the Secretary of the State of Iowa showing that it has complied with all the provisions of Chapter 490 of the Iowa Code, or as amended, governing foreign corporations.

NOTE:

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

CORPORATE ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

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

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

PARTNERSHIP ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

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

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

INDIVIDUAL ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

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

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

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of Iowa)
) SS
Polk County)

On this 2nd day of February, 20____, before me a Notary Public in and for said county, personally appeared William Harger, to me personally known, who being by me duly sworn did say that person is Sr. Project Manager of said All Star Concrete LLC, that (the seal affixed to said instrument is the seal of said OR no seal has been procured by the said) All Star Concrete LLC _____, and that said instrument was signed and sealed on behalf of the said All Star Concrete LLC _____, by authority of its managers and the said William Harger acknowledged the execution of said instrument to be the voluntary act and deed of said All Star Concrete LLC _____, by it voluntarily executed.

Gloria Martinez
Notary Public in and for the State of Iowa
My commission expires October 3rd, 2025

GLORIA MARTINEZ
Commission Number 842761
My Commission Expires
October 3, 2025

CONTRACT ATTACHMENT: BID ITEMS, QUANTITIES, AND PRICES

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

Item No.	Item	Unit	Total	Unit Price	Total Price
	EARTHWORK				
2.01	Topsoil, Compost-amended	CY	270	$70.00	$18,900.00
2.02	Excavation, Class 10	CY	660	$20.00	$13,200.00
2.03	Subgrade Preparation, 6" Depth	SY	3,960	$3.00	$11,880.00
2.04	Subgrade Treatment, Geogrid, Triangular, Type 3	SY	990	$5.00	$4,950.00
2.05	Subbase, Modified, Virgin Aggregate, 6" Depth	SY	3,960	$12.50	$49,500.00
2.06	Compaction Testing	LS	1	$1,629.00	$1,629.00
	SEWERS AND DRAINS				
4.01	Subdrain, Corrugated PVC, Type 2, 8" Diameter	LF	1,440	$30.00	$43,200.00
4.02	Subdrain Cleanout, Type B, 24" Diameter	EA	2	$1,800.00	$3,600.00
4.03	Subdrain Outlets and Connections, PVC, 8" Diameter	EA	10	$450.00	$4,500.00
	WATER MAINS AND APPURTENANCES				
5.01	Valve Box Replacement	EA	2	$850.00	$1,700.00
	STRUCTURES FOR SANITARY AND STORM SEWERS				
6.01	Intake, Type SW-501, 3'-0" x 2'-0"	EA	1	$3,750.00	$3,750.00
6.02	Intake, Type SW-503, 3'-0" x 6'-0"	EA	1	$5,200.00	$5,200.00
6.03	Intake, Type SW-505, 6'-8" x 2'-0"	EA	1	$5,600.00	$5,600.00
6.04	Manhole Adjustment, Sanitary, Minor, Self-Level Casting	EA	1	$2,500.00	$2,500.00
6.05	Manhole Adjustment, Sanitary, Minor, Two Piece Casting	EA	1	$2,500.00	$2,500.00
6.06	Manhole Adjustment, Storm, Minor, Two Piece Casting	EA	8	$2,500.00	$20,000.00
6.07	Intake Adjustment, Minor	EA	6	$2,500.00	$15,000.00

6.08	Intake Adjustment, Major	EA	1	$3,500.00	$3,500.00
6.09	Remove Intake	EA	4	$750.00	$3,000.00
6.10	Intake, Type SW-503, Partial Rebuild - 48" Depth	EA	1	$5,200.00	$5,200.00
	STREETS AND RELATED WORK				
7.01	Pavement, PCC, Class C-SUD, 7" Thick	SY	890	$72.00	$64,080.00
7.02	Pavement, PCC, Class C-SUD, 8" Thick	SY	2,450	$78.00	$191,100.00
7.03	Plastic Concrete Testing	LS	1	$5,007.00	$5,007.00
7.04	Removal of Sidewalk	SY	230	$15.00	$3,450.00
7.05	Removal of Driveway	SY	175	$15.00	$2,625.00
7.06	Sidewalk, PCC, Class C, 4" Thick	SY	135	$55.00	$7,425.00
7.07	Sidewalk, PCC, Class C, 6" Thick	SY	85	$75.00	$6,375.00
7.08	Detectable Warnings, Galvanized Steel	SF	96	$60.00	$5,760.00
7.09	Driveway, Paved, PCC, Class C, Type A Residential, 6" Thick	SY	175	$65.00	$11,375.00
7.10	Subbase Over-excavation, 6" Depth	SY	396	$12.50	$4,950.00
7.11	Pavement Removal	SY	3,340	$12.00	$40,080.00
	TRAFFIC CONTROL				
8.01	Temporary Traffic Control	LS	1	$6,750.00	$6,750.00
8.02	Portable Dynamic Message Sign (PDMS)	CDAY	10	$150.00	$1,500.00
8.03	Traffic Signs, No Parking (R8-3), 12" x 12"	EA	2	$300.00	$600.00
8.04	U-Shaped Rail Steel Posts	EA	2	$175.00	$350.00
	SITE WORK AND LANDSCAPING				
9.01	Conventional Seeding and Fertilizing, Type 1	AC	1	$2,750.00	$1,375.00
9.02	Conventional Seeding and Fertilizing, Type 4	AC	1	$1,750.00	$875.00
9.03	Erosion Control Mulching, Hydromulching, BFM	AC	1	$3,500.00	$3,500.00
9.04	Inlet Protection Device, Surface-applied	EA	11	$50.00	$550.00
9.05	Inlet Protection Device, Drop-in	EA	11	$155.00	$1,705.00
9.06	Inlet Protection Device, Maintenance	EA	11	$20.00	$220.00
	MISCELLANEOUS				
11.01	Mobilization	LS	1	$41,610.00	$41,610.00
11.02	Maintenance of Postal Service	LS	1	$1,830.00	$1,830.00

11.03	Maintenance of Solid Waste Collection	LS	1	$3,900.00	$3,900.00
11.04	Temporary Pedestrian Ramp	EA	8	$1,750.00	$14,000.00
11.05	Concrete Washout, Roll-off Container	LS	1	$1,800.00	$1,800.00

TOTAL CONTRACT AMOUNT = $ 642,101.00

Bond No. NIA4135

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, All Star Concrete LLC, as Principal (hereinafter the "Contractor" or "Principal") and _____ Merchants National Bonding, Inc., as Surety, are held and firmly bound unto the **City of Ankeny, Iowa**, as Obligee, (hereinafter referred to as the "Jurisdiction"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of Six Hundred Forty-Two Thousand One Hundred and One and 00/100 DOLLARS ($642,101.00), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives, and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Jurisdiction, bearing date the 6th day of February, 2023, (hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvement:

2023 PCC RECONSTRUCTION PROGRAM – SE 8TH STREET

The 2023 PCC Reconstruction Program – SE 8th Street project includes pavement reconstruction and minor utility improvements along SE 8th Street from just west of SE Rio Circle/SE Richland Court to just west of SE Michael Drive in the City of Ankeny.

The construction improvements include the slip-form paving of approximately 3,000 SY of 8" thick PCC Class C-SUD street pavement, along with approximately 225 SY of 7" thick PCC Class C-SUD intersection handwork, and 175 SY of 6" thick PCC Class C residential driveways. Other associated improvements include Class 10 excavation, subgrade preparation, modified subbase placement, subdrain installation, removal and replacement of storm sewer structures, minor and major adjustments to existing storm sewer and sanitary sewer structures, surface restoration, temporary traffic control, mobilization, and miscellaneous associated work necessary to complete the project.

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents.

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

1. PERFORMANCE: The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvement, and shall indemnify and save harmless the Jurisdiction from all outlay and expense incurred by the Jurisdiction by reason of the Contractor's default or failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.

2. PAYMENT: The Contractor and the Surety on this Bond are hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the Jurisdiction is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.

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

   A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of **four (4)** years from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;

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

   C. To pay the Jurisdiction's reasonable costs of monitoring and inspecting to assure that any defects are remedied, and to repair the Jurisdiction all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

4. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

   A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;

   B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than 20% of the total contract price, and that this Bond shall then be released as to such excess increase; and

   C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

   D. That no provision of this Bond or of any other contract shall be valid which limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.

E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Jurisdiction including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorneys' fees (including overhead expenses of the Jurisdiction's staff attorneys), and all costs and expenses of litigation as they are incurred by the Jurisdiction. It is intended the Contractor and Surety will defend and indemnify the Jurisdiction on all claims made against the Jurisdiction on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Jurisdiction will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Jurisdiction incurs any "outlay and expense" in defending itself against any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Jurisdiction whole for all such outlay and expense, provided that the Surety's obligation under this Bond shall not exceed 125% of the penal sum of this Bond.

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be **Polk** County, State of Iowa. If legal action is required by the Jurisdiction to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Jurisdiction, the Contractor and the Surety agree, jointly and severally, to pay the Jurisdiction all outlay and expense incurred therefor by the Jurisdiction. All rights, powers, and remedies of the Jurisdiction hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Jurisdiction, by law. The Jurisdiction may proceed against Surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all of the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a word, term, or phase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

Witness our hands, in triplicate, this 6th day of February, 2023.

PRINCIPAL:

All Star Concrete, LLC
Contractor

By _____
Signature

SR. PROJECT MANAGER
Title

SURETY:

Merchants National Bonding, Inc.
Surety Company

By _____
Signature Attorney-in-Fact Officer

Cindy Bennett, Attorney-in-fact
Printed Name of Attorney-in-Fact Officer

Holmes, Murphy and Associates, LLC
Company Name

2727 Grand Prairie Parkway
Company Address

Waukee, IA 50263
City, State, Zip Code

(515) 223-6800
Company Telephone Number

NOTE:

1. **All signatures on this Performance, Payment, and Maintenance Bond must be original signatures in ink; copies, facsimiles, or electronic signatures will not be accepted.**
2. **This Bond must be sealed with the Surety's raised, embossing seal.**
3. **The Certificate or Power of Attorney accompanying this Bond must be valid on its face and sealed with the Surety's raised, embossing seal.**
4. **The name and signature of the Surety's Attorney-in-Fact/Officer entered on this Bond must be exactly as listed on the Certificate or Power of Attorney accompanying this Bond.**

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

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

Anne Crowner; Ben Williams; Brian M Deimerly; Cameron M Burt; Cindy Bennett; Craig E Hansen; D Gregory Stitts; Dione R Young; Donald E Appleby; Douglas Muth; Ginger Hoke; Grace Rasmussen; Greg Krier; Jay D Freiermuth; Jennifer Marino; Jessica Jean Rini; Jessie Allen; Joe Tiernan; John Cord; Kate L Fineran; Mark R DeWitt; Mark Sweigart; Michelle R Gruis; Sara Huston; Sarah C Brown; Seth D Rooker; Stacy Venn; Tim McCulloh; Todd Bengford

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

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

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

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

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

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

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 27th day of December , 2022 .

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

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 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.

NOTARIAL SEAL IOWA
Kim Lee
Commission Number 702737
My Commission Expires
April 14, 2024

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 6th day of February , 2023 .

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0018 (10/22)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/01/2023

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

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

PRODUCER 1-800-247-7756 Holmes Murphy & Associates - WDM PO Box 9207 Des Moines, IA 50306-9207	CONTACT NAME: Sarah Tritz PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: stritz@holmesmurphy.com
INSURED All Star Concrete LLC 4989 NW Johnston Dr. Johnston, IA 50131-0394	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Integrity Insurance Company — 14303 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 67759364 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [X] PRO-JECT [X] LOC OTHER:			CPP2851080	03/13/22	03/13/23	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			CA2778814	03/13/22	03/13/23	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			CUP2778818	03/13/22	03/13/23	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] N/A (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WCP2778816	03/13/22	03/13/23	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

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

RE: 2023 PCC Reconstruction Program - SE 8th Street
Additional Insured (CGL): City of Ankeny, as required by written contract with the insured, per policy terms and conditions.

CERTIFICATE HOLDER

City of Ankeny

1210 Prairie Ridge Drive

Ankeny, IA 50023 USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Steven J. Probst

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ANKENY CITY COUNCIL

City Council Agenda

February 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 Clerk

COUNCIL GOAL:

ACTION REQUESTED:
Resolution

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:

Proposed S. Ankeny Boulevard Transmission Main (PH 2023-10)

EXECUTIVE SUMMARY:

The S. Ankeny Blvd. Transmission Main project includes the installation of approximately 5,400 lineal feet of 24-inch diameter transmission main from SW Magazine Road to SW Oralabor road along the west side of S. Ankeny Blvd.

The construction improvements include the installation of approximately 5,400 lineal feet of 24" diameter transmission main utilizing trenched and trenchless construction methods as well as water main connections, valves, hydrants, erosion control, surface restoration, and other miscellaneous work.

The bid opening for this project was held on Tuesday, January 31, 2023. Seven (7) bids were received as follows:

1. Granite Excavating $2,649,525.00

2. Progressive Structures $2,676,237.00

3. On Track Construction, LLC $2,812,575.00

4. Vanderpool Construction, Inc. $3,029,595.00

5. GM Contracting, Inc. $3,085,504.63

6. Rognes Corporation $3,152,545.00

7. Synergy Contracting, LLC $3,182,831.00

The Engineer's Estimate for the project was $2,500,000.00. The bids ranged from approximately 6% above to 27% above the estimate. The City reviewed the bid results both internally and with the project's engineering consultant. We have checked references of the low bidding contractor and they are a relatively new company. They have completed work as a subcontractor to Absolute on the NW 18th Street project where they completed the utility work. Their other company is Wenthold Excavating and they have completed projects as a subcontractor on a few projects in Ankeny including the Four Mile Box Culvert and SE 3rd after Priority. They have been very good to work with and very responsive. It is recommended that the project be awarded to Granite Excavating, of Polk City, Iowa.

Pending project approval and award by the City Council, the contractor will have 164 working days to complete the work with a start date of no later than April 17, 2023.

FISCAL IMPACT: **Yes**

This project is included in the City's current Capital Improvements Program with construction scheduled for 2023.

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the Council take the following action:

1. Hold a hearing on the proposed Contract Documents (plans, specifications, and form of contract) and estimated cost ($2,500,000.00).

2. Approve Resolution, adopting said plans, specifications, form of contract, and estimated cost for the S. Ankeny Blvd. Transmission Main Project.

3. Receive and file the report of bids received on January 31, 2023.

4. Approve Resolution, making award of construction contract to Granite Excavating, of Polk City, Iowa.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

January 3, 2023: The City Council approved a Resolution ordering construction and setting the bid opening date as January 31, 2023, and setting the public hearing date as February 6, 2023.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to adopt 1) RESOLUTION adopting plans, specifications, form of contract and estimate of cost $2,500,000.00; 2) receive and file report of bids received January 31, 2023; and 3) adopt RESOLUTION making award of construction contract with Granite Excavating in the amount of $2,649,525.00.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
RES - plans, specs
Bid Sheet
Bid Tab
RES - making award
Map

Council Member _____ introduced the following Resolution entitled "RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE S. ANKENY BLVD TRANSMISSION MAIN", 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 S. ANKENY BLVD TRANSMISSION MAIN

WHEREAS, on the **3rd** day of **January**, **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 S. Ankeny Blvd Transmission Main; 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 February, 2023.

_____

Mayor

ATTEST:

_____

City Clerk

city of Ankeny
bringing it all together

REC'D & FILED
BY CITY COUNCIL
2/6/23

BID LETTING **10:30 A.M.** **JANUARY 31, 2023**

S. ANKENY BOULEVARD TRANSMISSION MAIN

The purpose of this meeting is to receive, open and tabulate bids for construction of the S. Ankeny Boulevard Transmission Main project in accordance with the Plans and Specifications prepared by SEH, Inc.

Don Clark, Municipal Utilities Director

Project Estimate of Cost $ 2,500,000

	Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (one) Acknowledged
1)	✓	Progressive Structures 315 Commercial Ave Luxemberg, IA 52056	2,676,237.00	✓
2)	✓	On Track Construction LLC 1435 West F Ave Nevada, IA 50201	2,812,575.00	✓
* 3)	✓	Granite Excavating 1212 E. Walnut St Unit A Elkhart, IA 50073	2,649,525.00	✓
4)	✓	GM Contracting Inc 19810 515th Ave Lake Crystal, MN 56055	3,085,504.63	✓
5)	✓	Synergy Contracting LLC 7481 US 69 Des Moines, IA 50320	3,182,831.00	✓
6)	✓	Vanderpool Construction Inc 1100 N. 14th St. Indianola, IA 50125	3,039,595.00	✓

*Apparent Low Bidder

Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (one) Acknowledged
7) ✓	Rognes Corp. 1609 N. Ankeny Blvd Ste. 210 Ankeny IA 50023	3,152,545 ea.	✓
8)			
9)			
10)			
11)			
12)			
13)			

*Apparent Low Bidder

Bids will be reviewed and further action taken by the City Council at their next regular meeting of February 6, 2023 at 5:30 P.M.

Donald Clark

Don Clark, Municipal Utilities Director

ATTEST:

Michelle Yuska

Michelle Yuska, City Clerk

TABULATION OF BIDS

S Ankeny Blvd Transmission Main	Engineer's Estimate	Granite Excavating	Progressive Structures LLC	On Track Construction, LLC
City of Ankeny, Iowa		111 S Second St	315 Commercial Ave PO Box 170	1435 West F Ave
SEH No. ANKMU 165980		Polk City, IA 50226	Luxemburg, IA 52056	Nevada, IA 50201
Bid Date: 10:30 a.m., January 31, 2023	$2,500,000.00	$2,649,525.00	$2,676,237.00	$2,812,578.00

BASE BID

Item No.	Item	Unit	Est. Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	REMOVAL OF KNOWN PIPE CULVERT, CMP, 18"	LF	30	$25.00	$750.00	$32.00	$960.00	$36.00	$1,080.00	$80.00	$2,400.00
2	REMOVAL AND REINSTALL OF CULVERT, RCP, 24"	LF	10	$125.00	$1,250.00	$78.00	$780.00	$180.00	$1,800.00	$300.00	$3,000.00
3	REMOVAL AND REINSTALL OF CULVERT, RCP, 42"	LF	20	$150.00	$3,000.00	$80.00	$1,600.00	$180.00	$3,600.00	$350.00	$7,000.00
4	TRENCH FOUNDATION	TON	900	$45.00	$40,500.00	$43.00	$38,700.00	$65.00	$58,500.00	$58.00	$52,200.00
5	WATER MAIN, TRENCHED, PVC, 12"	LF	30	$155.00	$4,650.00	$122.00	$3,660.00	$150.00	$4,500.00	$265.00	$7,950.00
6	WATER MAIN, TRENCHED, PVC, 24"	LF	4,475	$315.00	$1,409,625.00	$348.00	$1,557,300.00	$340.00	$1,521,500.00	$334.00	$1,494,650.00
7	WATER MAIN, TRENCHED, DI, 24"	LF	70	$325.00	$22,750.00	$322.00	$22,540.00	$370.00	$25,900.00	$525.00	$36,750.00
8	WATER MAIN, TRENCHLESS, PVC, 24"	LF	522	$510.00	$266,220.00	$609.00	$317,898.00	$760.00	$396,720.00	$620.00	$323,640.00
9	WATER MAIN WITH EXISTING CASING PIPE, TRENCHLESS, PVC, 24"	LF	273	$300.00	$81,900.00	$587.00	$160,251.00	$50.00	$13,650.00	$530.00	$144,690.00
10	WATER MAIN WITH CASING PIPE, TRENCHLESS, PVC, 24"	LF	80	$1,375.00	$110,000.00	$1,445.00	$115,600.00	$1,750.00	$140,000.00	$2,200.00	$176,000.00
11	VALVE, GATE, 24"	EA	1	$25,000.00	$25,000.00	$39,850.00	$39,850.00	$42,500.00	$42,500.00	$45,000.00	$45,000.00
12	TAPPING VALVE ASSEMBLY, 24" x 24"	EA	1	$15,000.00	$15,000.00	$63,890.00	$63,890.00	$70,500.00	$70,500.00	$75,000.00	$75,000.00
13	TAPPING VALVE ASSEMBLY, 12" x 12"	EA	1	$10,000.00	$10,000.00	$10,260.00	$10,260.00	$18,000.00	$18,000.00	$22,750.00	$22,750.00
14	FIRE HYDRANT ASSEMBLY	EA	6	$9,000.00	$54,000.00	$11,500.00	$69,000.00	$14,250.00	$85,500.00	$11,250.00	$67,500.00
15	FIRE HYDRANT ASSEMBLY AT STA. 304+78.00	EA	1	$10,000.00	$10,000.00	$10,980.00	$10,980.00	$17,500.00	$17,500.00	$12,500.00	$12,500.00
16	REMOVAL OF RECREATIONAL TRAIL	SY	1,380	$15.00	$20,700.00	$20.00	$27,600.00	$17.00	$23,460.00	$7.00	$9,660.00
17	RECREATIONAL TRAIL, PCC	SY	1,350	$80.00	$108,000.00	$65.00	$87,750.00	$60.00	$81,000.00	$65.00	$87,750.00
18	RECREATIONAL TRAIL, HMA	SY	30	$100.00	$3,000.00	$65.00	$1,950.00	$375.00	$11,250.00	$325.00	$9,750.00
19	GRANULAR SURFACING, CLASS A ROADSTONE	TON	325	$25.00	$8,125.00	$35.00	$11,375.00	$45.00	$14,625.00	$41.50	$13,487.50
20	TEMPORARY TRAFFIC CONTROL	LS	1	$46,000.00	$46,000.00	$20,370.00	$20,370.00	$24,000.00	$24,000.00	$26,000.00	$26,000.00
21	CONVENTIONAL SEEDING AND FERTILIZING, TYPE 6	AC	5.3	$5,000.00	$26,500.00	$2,885.00	$15,290.50	$4,000.00	$21,200.00	$3,280.00	$17,384.00
22	CONVENTIONAL SEEDING, TYPE 4	AC	5.3	$3,000.00	$15,900.00	$1,575.00	$8,347.50	$600.00	$3,180.00	$505.00	$2,676.50
23	WATTLE, 9"	LF	1,000	$6.00	$6,000.00	$2.00	$2,000.00	$2.10	$2,100.00	$1.80	$1,800.00
24	WATTLE, REMOVAL	LF	1,000	$1.00	$1,000.00	$0.30	$300.00	$0.30	$300.00	$0.30	$300.00
25	SILT FENCE	LF	2,600	$6.00	$15,600.00	$2.00	$5,200.00	$2.10	$5,460.00	$1.80	$4,680.00
26	SILT FENCE, REMOVAL	LF	2,600	$1.00	$2,600.00	$0.30	$780.00	$0.12	$312.00	$0.10	$260.00
27	EROSION CONTROL MULCHING, HYDROMULCHING	AC	10.5	$3,000.00	$31,500.00	$2,885.00	$30,292.50	$4,200.00	$44,100.00	$3,600.00	$37,800.00
28	MOBILIZATION	LS	1.0	$161,000.00	$161,000.00	$25,000.50	$25,000.50	$44,000.00	$44,000.00	$130,000.00	$130,000.00
TOTAL BASE BID PRICE					**$2,500,000.00**		**$2,649,525.00**		**$2,676,237.00**		**$2,812,578.00**

means corrected amount

I hereby certify that this is a true and correct tabulation of bids received on January 31, 2023 for the S Ankeny Blvd Transmission Main project.

Katrina L. Kinsey, P.E. License No. 21084 1/31/2023 Date

SEH

TABULATION OF BIDS

S Ankeny Blvd Transmission Main	Vanderpool Construction, Inc	GM Contracting	Rognes Corp	Synergy Contracting, LLC
City of Ankeny, Iowa	1100 N. 14th St	19810 515th Ave	1609 N Ankeny Blvd, Ste 210	7481 US 69
SEH No. ANKMU 165980	Indianola, IA 50125	Lake Crystal, MN 56055	Ankeny, IA 50023	Des Moines, IA 50320
Bid Date: 10:30 a.m., January 31, 2023	$3,029,595.00	$3,085,504.63	$3,152,545.00	$3,182,831.00

BASE BID

Item No.	Item	Unit	Est. Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	REMOVAL OF KNOWN PIPE CULVERT, CMP, 18"	LF	30	$45.00	$1,350.00	$95.29	$2,858.70	$50.00	$1,500.00	$30.00	$900.00
2	REMOVAL AND REINSTALL OF CULVERT, RCP, 24"	LF	10	$265.00	$2,650.00	$624.26	$6,242.60	$425.00	$4,250.00	$138.00	$1,380.00
3	REMOVAL AND REINSTALL OF CULVERT, RCP, 42"	LF	20	$485.00	$9,700.00	$266.92	$5,338.40	$695.00	$13,900.00	$150.00	$3,000.00
4	TRENCH FOUNDATION	TON	900	$40.00	$36,000.00	$26.26	$23,634.00	$68.00	$61,200.00	$44.00	$39,600.00
5	WATER MAIN, TRENCHED, PVC, 12"	LF	30	$130.00	$3,900.00	$194.76	$5,842.80	$285.00	$8,550.00	$260.00	$7,800.00
6	WATER MAIN, TRENCHED, PVC, 24"	LF	4,475	$395.00	$1,767,625.00	$391.16	$1,750,441.00	$415.00	$1,857,125.00	$435.50	$1,948,862.50
7	WATER MAIN, TRENCHED, DI, 24"	LF	70	$305.00	$21,350.00	$559.98	$39,198.60	$596.00	$41,720.00	$441.00	$30,870.00
8	WATER MAIN, TRENCHLESS, PVC, 24"	LF	522	$650.00	$339,300.00	$606.76	$316,728.72	$690.00	$360,180.00	$609.00	$317,898.00
9	WATER MAIN WITH EXISTING CASING PIPE, TRENCHLESS, PVC, 24"	LF	273	$435.00	$118,755.00	$435.98	$119,022.54	$500.00	$136,500.00	$591.50	$161,479.50
10	WATER MAIN WITH CASING PIPE, TRENCHLESS, PVC, 24"	LF	80	$1,600.00	$128,000.00	$1,932.71	$154,616.80	$1,500.00	$120,000.00	$1,309.00	$104,720.00
11	VALVE, GATE, 24"	EA	1	$41,000.00	$41,000.00	$43,317.38	$43,317.38	$48,000.00	$48,000.00	$48,580.00	$48,580.00
12	TAPPING VALVE ASSEMBLY, 24" x 24"	EA	1	$73,000.00	$73,000.00	$61,599.81	$61,599.81	$82,500.00	$82,500.00	$86,940.00	$86,940.00
13	TAPPING VALVE ASSEMBLY, 12" x 12"	EA	1	$15,000.00	$15,000.00	$17,800.81	$17,800.81	$18,500.00	$18,500.00	$22,575.00	$22,575.00
14	FIRE HYDRANT ASSEMBLY	EA	6	$15,000.00	$90,000.00	$14,882.34	$89,294.04	$16,000.00	$96,000.00	$18,620.00	$111,720.00
15	FIRE HYDRANT ASSEMBLY AT STA. 304+78.00	EA	1	$14,000.00	$14,000.00	$15,314.91	$15,314.91	$18,500.00	$18,500.00	$16,310.00	$16,310.00
16	REMOVAL OF RECREATIONAL TRAIL	SY	1,380	$15.00	$20,700.00	$7.98	$11,012.40	$18.00	$24,840.00	$14.00	$19,320.00
17	RECREATIONAL TRAIL, PCC	SY	1,350	$66.00	$89,100.00	$65.00	$87,750.00	$78.00	$105,300.00	$71.50	$96,525.00
18	RECREATIONAL TRAIL, HMA	SY	30	$275.00	$8,250.00	$311.00	$9,330.00	$300.00	$9,000.00	$280.50	$8,415.00
19	GRANULAR SURFACING, CLASS A ROADSTONE	TON	325	$70.00	$22,750.00	$25.25	$8,206.25	$60.00	$19,500.00	$40.00	$13,000.00
20	TEMPORARY TRAFFIC CONTROL	LS	1	$22,000.00	$22,000.00	$30,100.00	$30,100.00	$32,000.00	$32,000.00	$12,000.00	$12,000.00
21	CONVENTIONAL SEEDING AND FERTILIZING, TYPE 6	AC	5.3	$1,830.00	$9,699.00	$1,750.00	$9,275.00	$2,850.00	$15,105.00	$1,920.00	$10,176.00
22	CONVENTIONAL SEEDING, TYPE 4	AC	5.3	$470.00	$2,491.00	$450.00	$2,385.00	$250.00	$1,325.00	$500.00	$2,650.00
23	WATTLE, 9"	LF	1,000	$2.20	$2,200.00	$2.15	$2,150.00	$2.25	$2,250.00	$2.50	$2,500.00
24	WATTLE, REMOVAL	LF	1,000	$0.40	$400.00	$0.40	$400.00	$0.25	$250.00	$0.50	$500.00
25	SILT FENCE	LF	2,600	$1.75	$4,550.00	$1.70	$4,420.00	$2.25	$5,850.00	$2.25	$5,850.00
26	SILT FENCE, REMOVAL	LF	2,600	$0.25	$650.00	$0.25	$650.00	$0.25	$650.00	$0.50	$1,300.00
27	EROSION CONTROL MULCHING, HYDROMULCHING	AC	10.5	$3,350.00	$35,175.00	$3,200.00	$33,600.00	$4,100.00	$43,050.00	$3,520.00	$36,960.00
28	MOBILIZATION	LS	1.0	$150,000.00	$150,000.00	$234,974.87	$234,974.87	$25,000.00	$25,000.00	$71,000.00	$71,000.00
TOTAL BASE BID PRICE					**$3,029,595.00**		**$3,085,504.63**		**$3,152,545.00**		**$3,182,831.00**

means corrected amount

Council Member _____ introduced the following Resolution entitled "RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE S. ANKENY BLVD TRANSMISSION MAIN", 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 S. ANKENY BLVD TRANSMISSION MAIN

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 S. Ankeny Blvd Transmission Main, described in the plans and specifications heretofore adopted by this Council on February 6, 2023, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

Contractor: **Granite Excavating** of **Polk City, Iowa**

Amount of bid: **$2,649,525.00**

Portion of project: All construction work

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

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

_____
Mayor

ATTEST:

_____
City Clerk

city of Ankeny
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South Ankeny Boulevard Transmission Main 2023

W S E N

1 in = 600 ft

Date: 10/4/2021

DEPARTMENT OF PUBLIC WORKS

DIVISION OF ENGINEERING

ANKENY CITY COUNCIL

City Council Agenda

February 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 Clerk

COUNCIL GOAL:

ACTION REQUESTED:
Resolution

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:

Proposed North Four Mile Creek Trunk Sewer (PH 2023-11)

EXECUTIVE SUMMARY:

The North Four Mile Creek Trunk Sewer project will extend a 30-inch diameter sanitary sewer west/northwest along NE 54th Street to N. Ankeny Blvd, and then it will continue north along N. Ankeny Blvd. for approximately 2700 lineal feet to the end of the project.

The construction improvements include the installation of approximately 420 lineal feet of 18-inch sanitary sewer, 3800 lineal feet of 30-inch sanitary sewer with trenched and trenchless methods, 13 - 60-inch manholes, clearing and grubbing, erosion control, surface restoration, and other miscellaneous work necessary to complete the project.

The bid opening for this project was held on Tuesday, January 31, 2023. Four (4) bids were received as follows:

1. Minger Construction Co., Inc. $4,017,630.00
2. Rognes Corporation $4,724,665.00

3. S.J. Louis Construction, Inc. $4,896,953.00
4. Synergy Contracting, LLC $7,235,134.00

The Engineer's Estimate for the project was $2,555,345.00. The bids ranged from approximately 57% above to 183% above the estimate. The City reviewed the bid results both internally and with the project's engineering consultant. Staff also contacted several contractors that were listed as plan holders for this project. Some of the details we discovered included the following:

- The bids received were substantially higher than expected with just a few actual contractors that bid the project.
- The number of working days allowed for the project was a concern with all of the planned trenchless construction
- Pricing of pipe materials are still very volatile. In fact, pricing for most pipe material just went up within the last 30 days.
- Several contractors were too busy to review plans and submit a bid.
- The bids provided significantly exceeds the amount of funding allocated in the 2022 Capital Improvements Program.

The North Four Mile Creek Trunk Sewer project is considered a high priority project for the City of Ankeny. However, given the bid results and the feedback provided by the contractors following the bid, it is recommended that the bids be rejected at this time.
If City Council concurs with the recommendation, Municipal Utilities Staff will prepare a reduced project length and repackage the project to be re-bid with construction to follow yet this summer. We will eliminate the northern portion of the project which will hopefully yield more contractors to bid on the project and we will provide the same amount of working days to eliminate concerns of not enough time to complete the project without incurring liquid damages. The portion of the project removed would be added into the future Capital Improvement Program.

FISCAL IMPACT: **No**

This project is included in the City's current Capital Improvements Program with construction scheduled for 2023.

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the Council take the following action:

1. Hold a hearing on the proposed Contract Documents (plans, specifications, and form of contract) and estimated cost ($2,555,345.00).

2. Approve Resolution, adopting said plans, specifications, form of contract, and estimated cost for the North Four Mile Creek Trunk Sewer Project.

3. Receive and file the report of bids received on January 31, 2023.

4. Approve Resolution for rejection of the bids.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

January 3, 2023: The City Council approved a Resolution ordering construction and setting the bid opening date as January 31, 2023, and setting the public hearing date as February 6, 2023.

PUBLIC OUTREACH EFFORTS:

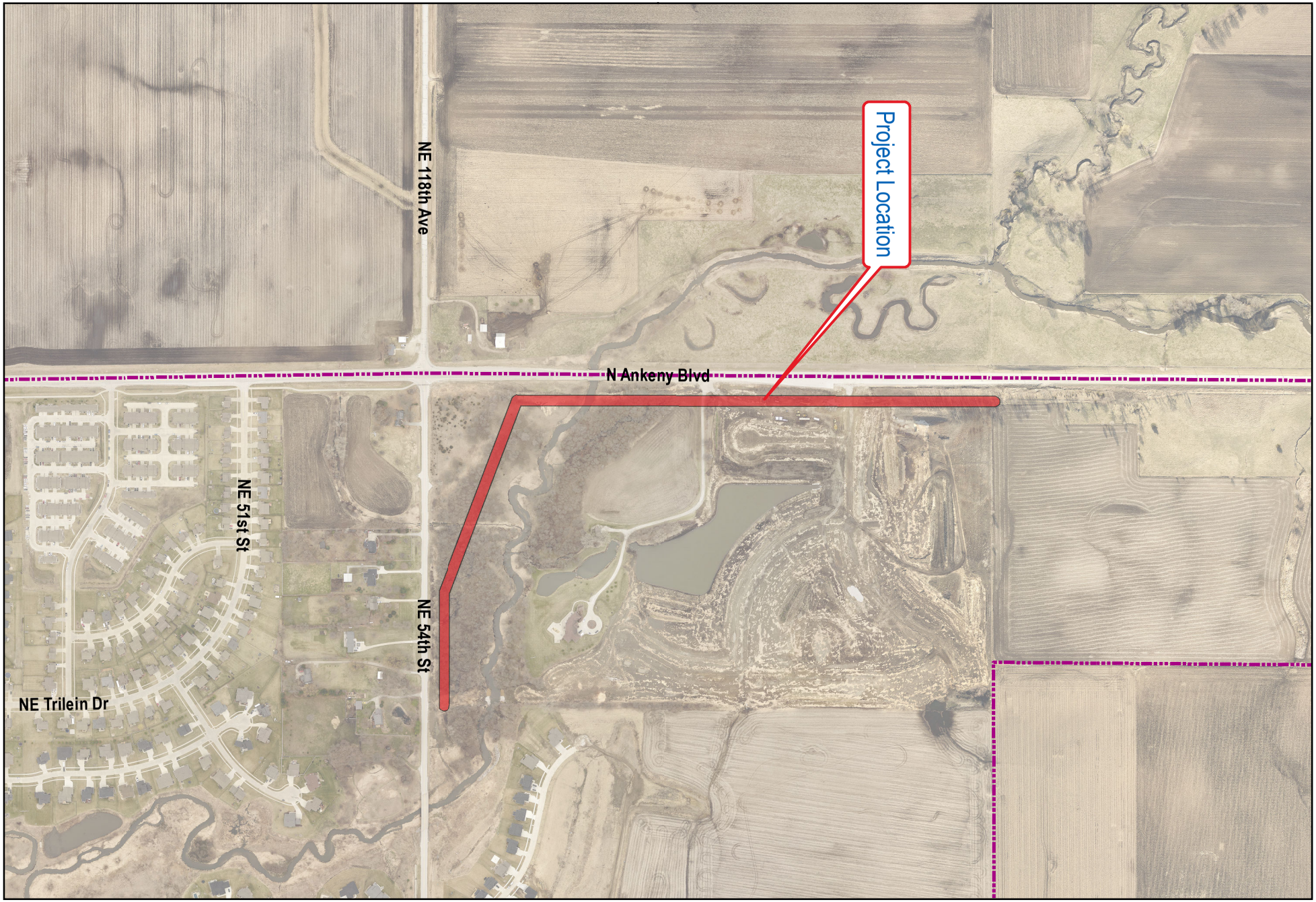
ACTION REQUESTED:

Action: Consider motion to adopt 1) RESOLUTION adopting plans, specifications, form of contract and estimate of cost $2,555,345.00; 2) receive and file report of bids received January 31, 2023; and 3) adopt RESOLUTION rejecting bids for the North Four Mile Creek Trunk Sewer project.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Map
RES - plans, specs
Bid Sheet
Bid tab
RES - rejecting bids
Location Map



city of Ankeny
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North Four Mile Creek Trunk Sewer 2023

1 in = 600 ft

Date: 10/4/2021

DEPARTMENT OF PUBLIC WORKS
DIVISION OF ENGINEERING

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

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE NORTH FOUR MILE CREEK TRUNK SEWER

WHEREAS, on the **3rd** day of **January, 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 North Four Mile Creek Trunk Sewer; 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 February, 2023.

_____

Mayor

ATTEST:

_____

City Clerk

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REC'D & FILED
BY CITY COUNCIL
2/6/23

BID LETTING **10:30 A.M.** **JANUARY 31, 2023**

NORTH FOUR MILE CREEK TRUNK SEWER

The purpose of this meeting is to receive, open and tabulate bids for construction of the North Four Mile Creek Trunk Sewer project in accordance with the Plans and Specifications prepared by Foth, LLC.

Don Clark, Municipal Utilities Director

Project Estimate of Cost $ 2,555,345.00

	Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (two) Acknowledged
* 1)	✓	Minger Construction Co Inc 620 Corporate Drive Jordan, MN 55352	4,017,630.00	✓
2)	✓	S.J. Louis Construction Inc 1351 Broadway Street W Rockville, MN 56369-0459	4,896,953.00	✓
3)	✓	Synergy Contracting LLC 7481 US 69 Des Moines, IA 50320	7,235,134.00	✓
4)	✓	Rognes Corp. 1609 N. Ankeny Blvd Ste 210 Ankeny IA 50023	4,724,665.00	✓
5)				
6)				

*Apparent Low Bidder

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

*Apparent Low Bidder

Bids will be reviewed and further action taken by the City Council at their next regular meeting of February 6, 2023 at 5:30 P.M.

Donald Clark

Don Clark, Municipal Utilities Director

ATTEST:

Michelle Yuska

Michelle Yuska, City Clerk

Tabulation of Bids

Ankeny, IA

North Four Mile Creek Trunk Sewer

Foth Project Number: 22A004.00

Bid Date: Tuesday, January 31, 2023 at 10:30 am

ITEM NO.	ITEM CODE	ITEM DESCRIPTION	UNIT	QUANTITY	Engineer's Opinion of Cost		Minger Construction Co. Inc. Jordan, MN		Rognes Corp. Ankeny, IA		S.J. Louis Construction Inc. Rockville, MN		Synergy Contracting, LLC Des Moines, IA	
					UNIT PRICE	SUBTOTAL	UNIT PRICE	SUBTOTAL	UNIT PRICE	SUBTOTAL	UNIT PRICE	SUBTOTAL	UNIT PRICE	SUBTOTAL
DIVISION 2 - EARTHWORK, SUBGRADE AND SUBBASE														
2.1	2010-C-1000	CLEARING AND GRUBBING	ACRE	7.3	$ 10,000.00	$ 73,000.00	$ 3,950.00	$ 28,835.00	$ 4,500.00	$ 32,850.00	$ 4,500.00	$ 32,850.00	$ 7,000.00	$ 51,100.00
DIVISION 4 - SEWERS AND DRAINS														
4.1	4010-A-1118	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 18 IN.	LF	420	$ 420.00	$ 176,400.00	$ 840.00	$ 352,800.00	$ 985.00	$ 413,700.00	$ 780.00	$ 327,600.00	$ 1,500.00	$ 630,000.00
4.2	4010-A-1130	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 30 IN.	LF	2,291	$ 480.00	$ 1,099,680.00	$ 640.00	$ 1,466,240.00	$ 765.00	$ 1,752,615.00	$ 580.00	$ 1,328,780.00	$ 1,398.00	$ 3,202,818.00
4.3	4010-A-2130	SANITARY SEWER GRAVITY MAIN, TRENCHLESS, PVC, 30 IN.	LF	1,382	$ 500.00	$ 691,000.00	$ 1,025.00	$ 1,416,550.00	$ 1,250.00	$ 1,727,500.00	$ 1,660.00	$ 2,294,120.00	$ 1,398.00	$ 1,932,036.00
4.4	4010-B-2130	SANITARY SEWER GRAVITY MAIN WITH CASING PIPE, TRENCHLESS, PVC, 30 IN.	LF	110	$ 850.00	$ 93,500.00	$ 1,850.00	$ 203,500.00	$ 2,400.00	$ 264,000.00	$ 2,800.00	$ 308,000.00	$ 2,123.00	$ 233,530.00
DIVISION 6 - STRUCTURES FOR SANITARY AND STORM SEWER														
6.1	6010-A-1060	MANHOLE, SANITARY SEWER, SW-301, 60 IN.	EA	13	$ 20,000.00	$ 260,000.00	$ 18,000.00	$ 234,000.00	$ 17,500.00	$ 227,500.00	$ 20,000.00	$ 260,000.00	$ 17,185.00	$ 223,405.00
6.2	6010-G-1000	CONNECTION TO EXISTING SANITARY MANHOLE	EA	1	$ 7,500.00	$ 7,500.00	$ 50,000.00	$ 50,000.00	$ 35,000.00	$ 35,000.00	$ 19,000.00	$ 19,000.00	$ 27,020.00	$ 27,020.00
DIVISION 8 - TRAFFIC SIGNALS AND TRAFFIC CONTROL														
8.1	8030-A-1000	TRAFFIC CONTROL	LS	1	$ 10,000.00	$ 10,000.00	$ 3,000.00	$ 3,000.00	$ 8,000.00	$ 8,000.00	$ 40,000.00	$ 40,000.00	$ 9,800.00	$ 9,800.00
DIVISION 9 - SITE WORK AND LANDSCAPING														
9.1	9010-A-1100	CONVENTIONAL SEEDING & FERTILIZING TYPE 2 (PERMANENT COOL SEASON MIXTURE)	ACRE	6.5	$ 3,000.00	$ 19,500.00	$ 1,200.00	$ 7,800.00	$ 1,300.00	$ 8,450.00	$ 1,050.00	$ 6,825.00	$ 1,750.00	$ 11,375.00
9.2	9010-A-1107	WETLAND SEEDING	ACRE	0.8	$ 5,000.00	$ 4,000.00	$ 2,000.00	$ 1,600.00	$ 2,250.00	$ 1,800.00	$ 1,900.00	$ 1,520.00	$ 2,800.00	$ 2,240.00
9.3	9010-A-1104	CONVENTIONAL SEEDING & FERTILIZING TYPE 4 (URBAN TEMPORARY MIXTURE)	ACRE	7.3	$ 800.00	$ 5,840.00	$ 450.00	$ 3,285.00	$ 250.00	$ 1,825.00	$ 220.00	$ 1,606.00	$ 700.00	$ 5,110.00
9.4	9010-A-1110	MULCHING, BONDED FIBER MATRIX	ACRE	14.6	$ 3,000.00	$ 43,800.00	$ 2,450.00	$ 35,770.00	$ 3,500.00	$ 51,100.00	$ 3,250.00	$ 47,450.00	$ 3,500.00	$ 51,100.00
9.5	9040-D-1000	FILTER SOCK, INSTALLATION	LF	2,500	$ 3.00	$ 7,500.00	$ 2.00	$ 5,000.00	$ 2.00	$ 5,000.00	$ 2.00	$ 5,000.00	$ 3.00	$ 7,500.00
9.6	9040-D-3000	FILTER SOCK, REMOVAL OF DEVICE	LF	2,500	$ 0.25	$ 625.00	$ 0.50	$ 1,250.00	$ 0.05	$ 125.00	$ 0.30	$ 750.00	$ 1.00	$ 2,500.00
9.7	9040-N-1000	SILT FENCE, INSTALLATION	LF	4,000	$ 3.00	$ 12,000.00	$ 1.75	$ 7,000.00	$ 2.00	$ 8,000.00	$ 6.50	$ 26,000.00	$ 2.50	$ 10,000.00
9.8	9040-N-3000	SILT FENCE, REMOVAL OF DEVICE	LF	4,000	$ 0.25	$ 1,000.00	$ 0.25	$ 1,000.00	$ 0.05	$ 200.00	$ 0.12	$ 480.00	$ 0.50	$ 2,000.00
9.9	SPECIAL	SURFACE RESTORATION HAUL ROUTES	LS	1	$ 10,000.00	$ 10,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 50,000.00	$ 50,000.00	$ 35,000.00	$ 35,000.00
DIVISION 11 - MISCELLANEOUS														
11.1	11010-A-1000	CONSTRUCTION SURVEY	LS	1	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 7,000.00	$ 7,000.00	$ 14,000.00	$ 14,000.00	$ 12,600.00	$ 12,600.00
11.2	11020-A-1000	MOBILIZATION	LS	1	$ 20,000.00	$ 20,000.00	$ 175,000.00	$ 175,000.00	$ 175,000.00	$ 175,000.00	$ 132,972.00	$ 132,972.00	$ 786,000.00	$ 786,000.00
TOTAL BASE BID (Items 2.1 to 11.2)						**$ 2,555,345.00**		**$ 4,017,630.00**		**$ 4,724,665.00**		**$ 4,896,953.00**		**$ 7,235,134.00**
				Bid Bond/Check										
				Corrected										

I hereby certify that this is a true and correct tabulation of bids received on January 31, 2023 for the North Four Mile Creek Trunk Sewer.
City of Ankeny , Iowa - Wednesday, February 1, 2023

2/2/23

Blair A. Spotts, P.E. License No. 26397 Date

Foth Infrastructure Environment, LLC
8191 Birchwood Court, Suite L
Johnston, Iowa 50131
Phone: 515.254.1393
Fax: 515.254.1642

Date Prepared: 1/18/2012
Date Printed: 1/18/2012
c:\pw_workdir\pw_ie\bas2\d0564047\
Btab-2023-0131-Ankeny-North Four Mile Creek Trunk Sewer.xlsx

Council Member _____ introduced the following Resolution entitled "RESOLUTION REJECTING BIDS FOR THE NORTH FOUR MILE CREEK TRUNK SEWER", 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 REJECTING BIDS FOR THE NORTH FOUR MILE CREEK TRUNK SEWER

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

WHEREAS, on the **3rd** day of **January,** 2023, plans, specifications, form of contract, estimate of cost and enhancement of payment were filed with the Clerk for the construction of certain public improvements described in general as the North Four Mile Creek Trunk Sewer;

WHEREAS, on January 3, 2023, the Council determined that it was necessary and advisable to construct certain public improvements described in general as the North Four Mile Creek Trunk Sewer;

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

WHEREAS, on January 31, 2023, the date fixed as the date for receiving bids, all bids submitted exceeded the engineer's estimate of cost; and

WHEREAS, the Council has determined it is in the best interest of the City to reject all bids.

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

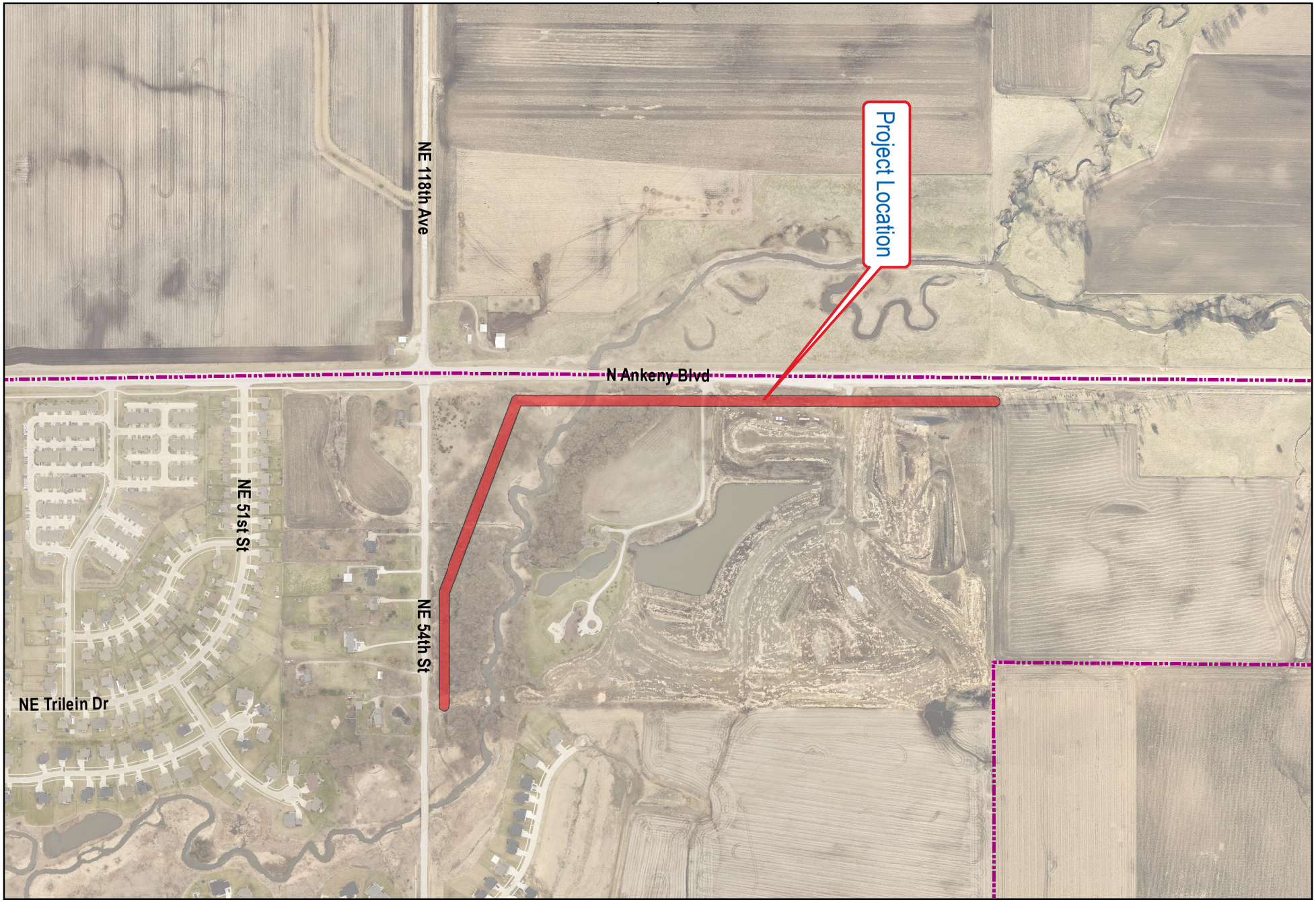
Section 1. That all bids received for the construction of certain public improvements described in general as construction of the North Four Mile Creek Trunk Sewer, be and are hereby rejected.

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

_____
Mayor

ATTEST:

_____
City Clerk



city of Ankeny
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North Four Mile Creek Trunk Sewer 2023

1 in = 600 ft

Date: 10/4/2021

DEPARTMENT OF PUBLIC WORKS
DIVISION OF ENGINEERING

ANKENY CITY COUNCIL

City Council Agenda

February 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:
Public Works	Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Proposed N Ankeny Boulevard & 18th Street Intersection Improvements

Initiate Proceedings

EXECUTIVE SUMMARY:

The action before the Council is the adoption of a Resolution regarding the N Ankeny Boulevard & 18th Street Intersection Improvements which involves ordering construction, setting a public hearing date on the Contract Documents (plans, specifications, form of contract), estimated total cost, and setting a date for the filing of bids on the project.

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.

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 will be required to complete the project no later than August 18, 2023. Work zone traffic control will be closely coordinated with the NW 18th Street Reconstruction - Ash Drive to N Ankeny Boulevard.

Council approval at this time will set the following schedule for the proceedings:

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

2. Post Notice to Bidders and Notice of Public Hearing: February 8, 2023

3. Publish Notice to Bidders and Notice of Public of Hearing: February 17, 2023

4. Bid Opening (10:30 A.M., Public Services Building): February 28, 2023

5. Public Hearing and Contract Award: March 6, 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), and is considered under another agenda item at this meeting.

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 February 28, 2023 and setting the public hearing date as March 6, 2023 for the N Ankeny Boulevard & 18th Street Intersection Improvements, 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 February 8, 2023 and to be published in the Des Moines Register on February 17, 2023.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to adopt RESOLUTION ordering construction on the N Ankeny Boulevard & 18th Street Intersection Improvements and fixing a date for hearing thereon and taking of bids therefor. (date of bid letting: 2/28/23 @ 10:30 A.M. / date of hrg: 3/6/23 @ 5:30 P.M.)

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Resolution
Notice to Bidders
Location Map

Council Member _____ introduced the following Resolution entitled "RESOLUTION ORDERING CONSTRUCTION OF THE NORTH ANKENY BOULEVARD AND 18TH STREET INTERSECTION IMPROVEMENTS, 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 NORTH ANKENY BOULEVARD AND 18TH STREET INTERSECTION IMPROVEMENTS, 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 North Ankeny Boulevard and 18th Street Intersection Improvements; 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 North Ankeny Boulevard and 18th Street Intersection Improvements, 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 North Ankeny Boulevard and 18th Street Intersection Improvements include widening the northbound and southbound left turn lanes to provide positive offset turn lanes, and sidewalk and ramp reconstruction of all quadrants of the intersection. 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 will furnish low voltage ATC traffic signal cabinet with controller, conflict monitor, accessories and riser, and 48V LED modules (not heads) for Contractor installation.

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 February 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 March 6, 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 March 6, 2023.

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

_____

Mayor

ATTEST:

_____

City Clerk

NOTICE TO BIDDERS AND
NOTICE OF PUBLIC HEARING

NORTH ANKENY BOULEVARD AND 18TH STREET
INTERSECTION IMPROVEMENTS

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 **North Ankeny Boulevard and 18th Street Intersection Improvements** project at its meeting at **5:30 P.M. on the 6th day of March, 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=OEFocWZGS0NYUmtnVHNxcWZFak9Pdz09
   Meeting ID: 973 1299 2966 Passcode: 1234
2. Join Meeting by Phone:
   Dial: +1 312 626 6799
   Meeting ID: 973 1299 2966 Passcode: 1234

Time and Place for Filing Sealed Proposals

Sealed 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 February, 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 February, 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 6th day of March, 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, and **no earlier than June 5, 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 spring of 2023.

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 Snyder & Associates, Inc. 2727 SW Snyder Boulevard, 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 Jordan Stoermer at 515-964-2020 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

NORTH ANKENY BOULEVARD AND 18TH STREET INTERSECTION IMPROVEMENTS

The North Ankeny Boulevard and 18th Street Intersection Improvements include widening the northbound and southbound left turn lanes to provide positive offset turn lanes, and sidewalk and ramp reconstruction of all quadrants of the intersection. 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 will furnish low voltage ATC traffic signal cabinet with controller, conflict monitor, accessories and riser, and 48V LED modules (not heads) for Contractor installation.

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 fully complete the overall project no later than **August 18, 2023.** Full completion for the overall project shall be defined as all work including punch list items completed, and all improvements ready for final acceptance. Should the Contractor fail to fully 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 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 February, 2023.**

_____

Mark E. Holm, Mayor

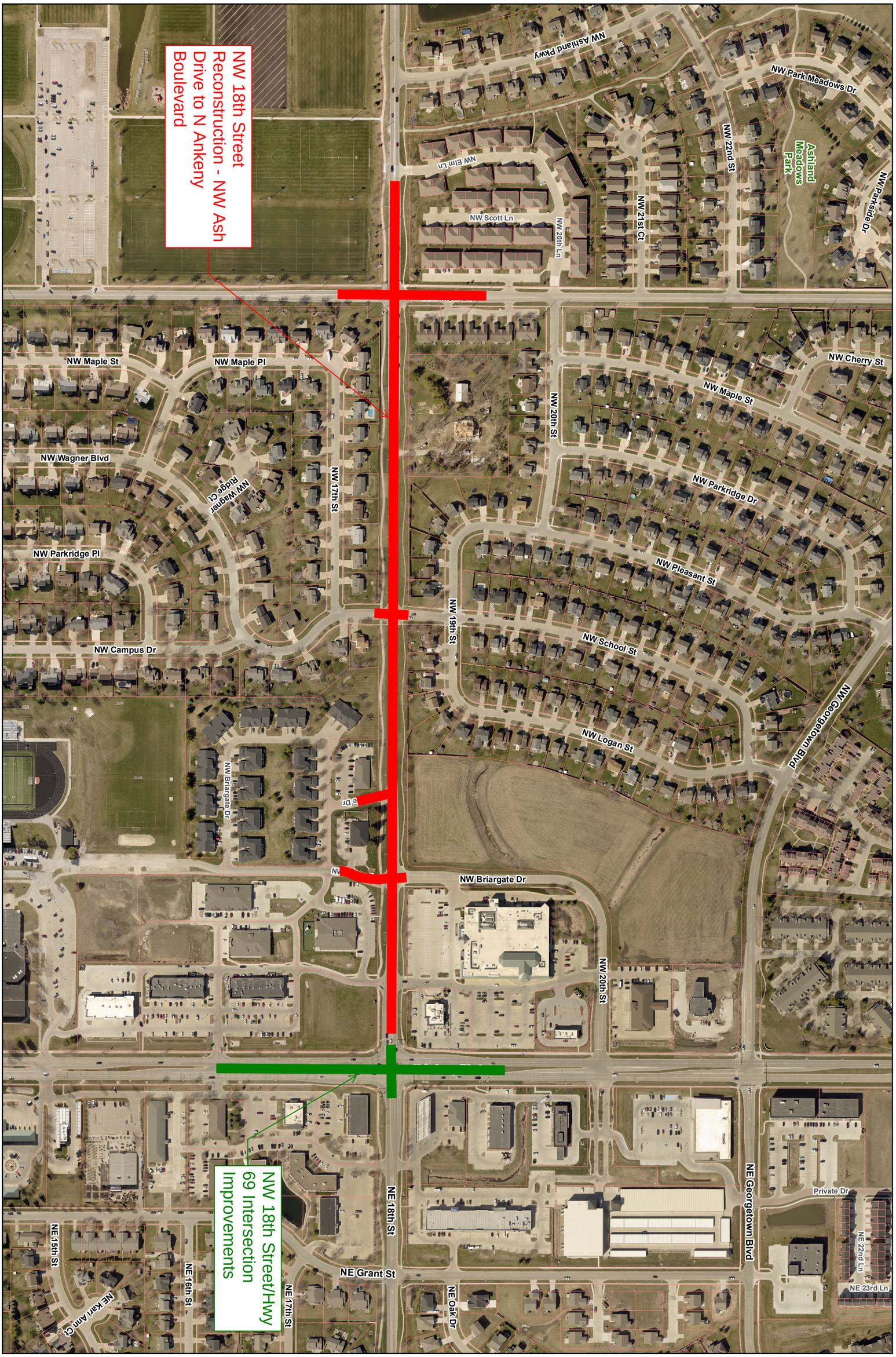
ATTEST:

_____

Michelle Yuska, City Clerk

Posted to the Iowa League of Cities and the Master Builders of Iowa websites the **8th day of February, 2023.**

Published in the Des Moines Register the **17th day of February, 2023.**



city of Ankeny
bringing it all together

NW 18th St Reconstruction - NW Ash to N Ankeny
NW 18th St/Hwy 69 Intersection Improvements
Map is for Location Purposes Only

1 in = 300 ft

Date: 10/11/2022

PUBLIC WORKS DEPARTMENT

ENGINEERING DIVISION

ANKENY CITY COUNCIL

City Council Agenda

February 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:
Public Works	Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

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

Initiate Proceedings

EXECUTIVE SUMMARY:

The action before the Council is the adoption of a Resolution regarding the Oralabor Gateway Trail-SW State Street Underpass and SW Oralabor Road and SW State Street Intersection Improvements project. This involves ordering construction, setting a public hearing date on the contract documents (plans, specifications, form of contract), estimated total cost, and setting a date for considering the bids on the project.

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. As a result, the project is required to be bid through the Iowa Department of Transportation (Iowa DOT). Pending Council approval, the schedule for the project will be as follows:

1. Set Date of Bid Opening and Public Hearing: February 6, 2023
2. Post the Notice to Bidders: January 19, 2023
3. Bid Opening (10:00 A.M., Iowa DOT Office of Contracts):February 21, 2023
4. Publish the Notice of Public Hearing: February 17, 2023
5. Public Hearing and Contract Award: March 6, 2023

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

FISCAL IMPACT: **No**

The project is included in the City's current Capital Improvements Program for 2023 and 2024 construction.

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the Council take the following action:

1. Adopt Resolution ordering construction and setting the public hearing date as March 6, 2023 for the Oralabor Gateway Trail – SW State Street Underpass and SW Oralabor Road and SW State Street Intersection Improvements project in accordance with the Notice of Public Hearing to be published in the Des Moines Register on February 17, 2023.

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.

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.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to adopt RESOLUTION ordering construction on the Oralabor Gateway Trail – SW State Street Underpass and SW Oralabor Road and SW State Street Intersection Improvements project, and fixing a date for hearing thereon and taking of bids therefor. (date of bid letting: 02/21/23 @ 10:00 A.M. / date of hrg: 03/06/23 @ 5:30 P.M.)

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Resolution
Notice of Public Hearing
Location map

Council Member _____ introduced the following Resolution entitled "RESOLUTION ORDERING CONSTRUCTION OF THE ORALABOR GATEWAY TRAIL - SW STATE STREET UNDERPASS AND SW ORALABOR ROAD AND SW STATE STREET INTERSECTION IMPROVEMENTS, AND RATIFYING, CONFIRMING AND APPROVING POSTING OF NOTICE TO BIDDERS 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 ORALABOR GATEWAY TRAIL - SW STATE STREET UNDERPASS AND SW ORALABOR ROAD AND SW STATE STREET INTERSECTION IMPROVEMENTS, AND RATIFYING, CONFIRMING AND APPROVING POSTING OF NOTICE TO BIDDERS 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 Oralabor Gateway Trail - SW State Street Underpass and SW Oralabor Road and SW State Street Intersection Improvements; 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; and

WHEREAS, on or about January 23, 2023, a Notice to Bidders was posted on a relevant contractor plan room service with statewide circulation and a relevant construction lead generating service with statewide circulation establishing 10:00 A.M. on February 21, 2023 as the deadline for submission of bids; and

WHEREAS, on or about January 20, 2023, a Notice to Bidders was posted on an internet site of a statewide association that represents the City.

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 Oralabor Gateway Trail - SW State Street Underpass and SW Oralabor Road and SW State Street Intersection Improvements, 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 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.
>
> Grading improvements include approximately 250 CY of Class 10 roadway and borrow excavation, 8,100 CY of Class 10 waste excavation, 950 CY of modified subbase, 200 TON of Type A granular shoulder, 14 STA of earth shoulder construction, 5 STA of earth shoulder finishing, and 1,700 CY of topsoil strip, salvage, and spread.
>
> Paving improvements include approximately 7,200 SY of 10" PCC Class C-SUD pavement, 900SY of 6" PCC median pavement, 2,500 SY of temporary pavement, 6,600 SY of pavement removal, 900 SY of recreational trail removal, 850 SY of sidewalk removal, 1,600 SY of 6" PCC recreational trail, 1,000 SY of PCC sidewalk, 350 SY of driveway removal, 300 SY of 7" PCC driveway, and 300 SY of paved shoulder.
>
> Utility improvements include approximately 1,100 LF of storm sewer, 2,500 LF of subdrain, 500 LF of 24" trenched water main, 75 LF of 12" trenched water main, 120 LF of 12" trenchless water main with 20" casing, 150 LF of carrier pipe removal and filling and plugging 20" casing, 50 LF of 12" carrier pipe abandonment and removal, and associated fittings.
>
> Reinforced box culvert (RCB) construction includes approximately 3,500 CY of Class 20 excavation, 450 CY of structural concrete, 60,600 LBS of reinforcing

steel, 800 LF of ornamental railing, 1,250 SF of structural concrete coating, 14,700 SF of steel sheet pile retaining wall, and 1,250 SF of anti-graffiti coating.

Other improvements include durable pavement markings, traffic signs, traffic signals, clearing and grubbing, mobilization, traffic control, erosion control, temporary and permanent surface restoration, and miscellaneous associated work.

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.

Section 3. That the actions of the City Clerk to advertise for bids for the construction of the improvements by posting 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 are hereby ratified, confirmed and approved. Pursuant to joint agreement with the Highway Division, Department of Transportation, the bids will be received and opened under the supervision of the Division at Office of Contracts, 800 Lincoln Way, in the City of Ames, Iowa, at 10:00 A.M. on February 21, 2023. The Contracts Engineer, Office of Contracts, Iowa Department of Transportation or his authorized representative is hereby named to attend at the opening of bids on behalf of the City. Thereupon the bids will be referred to the City Council for action upon the bids at a meeting to be held at the City Council, Council Chambers, Ankeny Kirkendall Public Library, 1250 SW District Drive, Ankeny, Iowa, on the 6th day of March, 2023, at 5:30 P.M.

Section 4. That the City Council hold a public hearing on the matter of the adoption of proposed plans, specifications and form of contract for the making of the improvements, which documents are now on file in the office of the City Clerk, the hearing to be held at the Council Chambers, Ankeny Kirkendall Public Library, 1250 SW District Drive, Ankeny, Iowa, on the 6th day of March, 2023, at 5:30 P.M., and that the City Clerk give notice of the hearing by publication once in a local legal newspaper, printed wholly in the English language, not less than four clear days nor more than twenty days prior to the date fixed therefor.

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

_____

Mayor

ATTEST:

_____

City Clerk

NOTICE OF PUBLIC HEARING

ORALABOR GATEWAY TRAIL – SW STATE STREET UNDERPASS AND SW ORALABOR ROAD AND SW STATE STREET INTERSECTION IMPROVEMENTS

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 **Oralabor Gateway Trail – SW State Street Underpass and SW Oralabor Road and SW State Street Intersection Improvements** project at its meeting at **5:30 P.M. on the 6th day of March, 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:

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   https://zoom.us/j/97312992966?pwd=OEFocWZGS0NYUmtnVHNxcWZFak9Pdz09
   Meeting ID: 973 1299 2966 Passcode: 1234
2. Join Meeting by Phone:
   Dial: +1 312 626 6799
   Meeting ID: 973 1299 2966 Passcode: 1234

General Nature of the Public Improvement

ORALABOR GATEWAY TRAIL – SW STATE STREET UNDERPASS AND SW OALABOR ROAD AND SW STATE STREET INTERSECTION IMPROVEMENTS

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.

Grading improvements include approximately 250 CY of Class 10 roadway and borrow excavation, 8,100 CY of Class 10 waste excavation, 950 CY of modified subbase, 200 TON of Type A granular shoulder, 14 STA of earth shoulder construction, 5 STA of earth shoulder finishing, and 1,700 CY of topsoil strip, salvage, and spread.

Paving improvements include approximately 7,200 SY of 10" PCC Class C-SUD pavement, 900SY of 6" PCC median pavement, 2,500 SY of temporary pavement, 6,600 SY of pavement removal, 900 SY of recreational trail removal, 850 SY of sidewalk removal, 1,600 SY of 6" PCC recreational trail, 1,000 SY of PCC sidewalk, 350 SY of driveway removal, 300 SY of 7" PCC driveway, and 300 SY of paved shoulder.

Utility improvements include approximately 1,100 LF of storm sewer, 2,500 LF of subdrain, 500 LF of 24" trenched water main, 75 LF of 12" trenched water main, 120 LF of 12" trenchless water main with 20" casing, 150 LF of carrier pipe removal and filling and plugging 20" casing, 50 LF of 12"

carrier pipe abandonment and removal, and associated fittings.

Reinforced box culvert (RCB) construction includes approximately 3,500 CY of Class 20 excavation, 450 CY of structural concrete, 60,600 LBS of reinforcing steel, 800 LF of ornamental railing, 1,250 SF of structural concrete coating, 14,700 SF of steel sheet pile retaining wall, and 1,250 SF of anti-graffiti coating.

Other improvements include durable pavement markings, traffic signs, traffic signals, clearing and grubbing, mobilization, traffic control, erosion control, temporary and permanent surface restoration, and miscellaneous associated work.

This Notice is given by authority of the City Council of the City of Ankeny, Iowa.

Dated at Ankeny, Iowa, this **6th day of February, 2023.**

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

Published in the Des Moines Register the **17th day of February, 2023.**

city of Ankeny
bringing it all together

Oralabor Gateway Trail - SW State St. Grade Separated Crossing and SW Oralabor Rd. and SW State St. Safety Improvements

Location Map

W S E N

1 in = 2,000 ft

Date: 7/26/2022

PUBLIC WORKS DEPARTMENT

ENGINEERING DIVISION

ANKENY CITY COUNCIL

City Council Agenda

February 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:
Public Works	Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Proposed SE Delaware Avenue & SE 54th Street Traffic Signal

Professional Services Agreement with Snyder & Associates, Inc.

EXECUTIVE SUMMARY:

The action before the City Council is the approval of a Professional Services Agreement with Snyder & Associates, Inc., for design engineering and bidding phase services needed for the SE Delaware Avenue & SE 54th Street Traffic Signal .

The Public Works Department proposes to use Snyder & Associates, Inc. (Snyder), to complete the necessary engineering services for the project. The intersection was identified by the Public Works Department for change to signalized control due to increased volumes on both street, excessive delays on SE 54th Street, and a correctable crash history. The project will also upgrade pedestrian ramps to current ADA standards and PROWAG guidelines. The scope of professional services and corresponding fees are shown in the attached Professional Services Agreement. The total fee for the professional services is

$69,300.00.

It is recommended that the City Council approve the Professional Services Agreement with Snyder & Associates, Inc.

FISCAL IMPACT: **No**

The project is included in the City's 2023 - 2027 Capital Improvement Program with design and construction in 2023.

CITY MANAGER'S RECOMMENDATIONS:

Approve the Professional Services Agreement with Snyder & Associates, Inc., for the design engineering and bidding phase services on the SE Delaware Avenue & SE 54th Street Traffic Signal in an amount not to exceed $69,300.00 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 Snyder & Associates, Inc., for the design engineering and bidding phase services on the SE Delaware Avenue & SE 54th Street Traffic Signal in an amount not to exceed $69,300.00 and the Mayor to execute said agreement.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Professional Agreement
Location Map

STANDARD PROFESSIONAL SERVICES AGREEMENT

(Long Form-modified)

NOW ON THIS 6th day of February, 2023, **Snyder & Associates, Inc.,** 2727 SW Snyder Blvd., P.O. Box 1159, Ankeny, IA 50023, (hereinafter, Professional), and **City of Ankeny, Iowa** (hereinafter, Client) do hereby agree as follows:

1. **PROJECT:** Professional agrees to provide Professional Services (Services) for Client's project known and identified as: SE Delaware Avenue and SE 54th Street Traffic Signal Project

2. **SCOPE and FEES:** The Scope of and the fees to be paid for said Services are set forth on Exhibit A attached hereto and by this reference made a part of this Agreement. Any Services not shown on Exhibit A shall be considered Additional Services. Additional Services may only be added by written change order, amendment or supplement to this agreement signed by both parties.

3. **STANDARD OF CARE:** In providing Services under this Agreement, the Professional shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same professional discipline currently practicing under similar circumstances at the same time and in the same or similar locality. Professional makes no warranty, express or implied, as to its professional services rendered under this Agreement.

   3.1. Client shall promptly report to Professional any defects or suspected defects in the Professional's Services of which Client becomes aware so that the Professional may take measures to minimize the consequences of such a defect.

   3.2. Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like requirement.

   3.3. Professional shall correct any reported defects in Professional's Services at Professional's cost.

   3.4. No withholdings, deductions or offsets shall be made from the Professional's compensation for any reason unless the professional has been found to be legally liable for such amounts by a court of competent jurisdiction.

4. **CODE COMPLIANCE:** Professional shall exercise usual and customary professional care in its efforts to comply with applicable laws, codes and regulations in effect as of the date of this Agreement. Design changes made necessary by newly enacted laws, codes and regulations after the date of this Agreement shall entitle the Professional to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provision of this Agreement.

   4.1. In the event of a conflict between laws, codes and regulations of various governmental entities having jurisdiction over this Project, the Professional shall notify the Client of the nature and impact of such conflict. The Client agrees to cooperate and work with the Professional in an effort to resolve this conflict.

5. **ESTIMATES OF PROBABLE CONSTRUCTION COST:** Should Professional be requested and it is included in the Scope of Services to provide an estimate of probable construction cost, Client understands that the Professional has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the Professional's estimates of probable construction costs are made on the basis of the Professional's professional judgment and experience. The Professional makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from the Professional's estimate of probable construction cost.

6. **INFORMATION PROVIDED BY OTHERS:** All information, requirements, instructions, criteria, reports, data, findings, plans, specifications, and surveys required by this Agreement and furnished by Client, may be used by Professional in performing its services and Professional is entitled to rely upon the accuracy and completeness thereof. Professional shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Client and/or the Client's consultants and contractors.

7. **TIMELINESS:** Professional will perform its services with reasonable diligence and expediency consistent with sound professional practices.

8. **SCHEDULE OF SERVICES:** Professional is authorized to begin providing the Services as of the date Professional receives a fully executed original signature copy of this Agreement.

    8.1. Professional shall complete its services within a reasonable time; or, within the specific period(s) of time, if any, set forth in Exhibit A which are hereby agreed to be reasonable.

    8.2. Professional shall not be responsible for delays and/or for damages, if any, arising directly or indirectly from causes beyond the Professional's control. Such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in a timely manner; failure by the Client or the Client's contractors or consultants to timely perform; or discovery of any hazardous substances or differing site conditions.

    8.3. If Professional is delayed, through no fault of its own, and the orderly and continuous progress of Professional's services is impaired or suspended; or, the Client authorizes or directs changes in the scope, extent, or character of the Project, then the time for the completion of Professional's services, and the rates and amounts of Professional's compensation, shall be equitably adjusted.

    8.4. If Professional is unable, through its own fault, to timely complete its services as required in this Agreement, including any adjustments thereto, then Client shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

9. **CLIENT'S RESPONSIBILITIES:** Client understands and agrees that it will be responsible for and in a timely manner:

    9.1. Provide to Professional, at Client's cost, all known and existing information, plans, specifications and data pertaining to or affecting the Project; all criteria and full information as to Client's requirements for the Project; all construction standards which Client will require to be included in the plans and specifications; copies of all other entities findings and reports generated for Client with respect to this Project; and such other information as may be requested and reasonably required to enable Professional to complete its services under this Agreement.

    9.2. Provide for safe access to and make all provisions for Professional to enter upon public and private property as required for Professional to perform its services under this Agreement.

9.3. Coordinate the timing and sequence of Professional's services with the services of others to the Project.

9.4. Provide reviews, certifications, authorizations, approvals, licenses and permits from all governmental authorities having jurisdiction over the Project or any part thereof and such reviews, certifications, authorizations, approvals, easements, rights-of-way and consents from others as may be necessary for Professional to complete its services under this Agreement.

9.5. Give written notice to Professional whenever Client observes or otherwise becomes aware of any Project Site concerns, any defect or nonconformance in the performance of any Contractor or other Consultant working on the Project, or of any other event or development that may affect the scope or time of performance of Professional's services; and, also, give written notice of any defect or nonconformance of Professional's services.

9.6. Provide services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment as may be required prior to the design of the Project, during the design and/or construction of the Project, or upon completion of the Project with appropriate professional interpretation thereof, unless such services are included within Professional's scope of services under this Agreement.

9.7. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and substantial completion and final payment Project Site visits.

10. **INVOICING AND PAYMENTS:** Professional shall prepare invoices in accordance with its standard invoicing practices and submit the invoice(s) to Client on a monthly basis. Client agrees to timely pay each invoice within 30 days of the invoice date.

10.1. Payments not paid within said 30 days shall accrue interest on unpaid balances at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said 30th day. In addition, Professional may, after giving 7 days written notice to Client, suspend services under this Agreement until Professional has been paid in full for Services, interest, expenses and other related charges rendered, accrued, advanced and/or incurred by Professional to the date of suspension. **Client waives any and all claims against Professional arising out of or resulting from said suspension.** Payments will be credited first to accrued interest and then to unpaid principal**.**

10.2. In the event legal action is necessary to enforce the payment terms of this Agreement, Professional shall be entitled to collect from Client and Client agrees to pay to Professional any judgment or settlement sum(s) due, plus reasonable attorneys' fees, court costs and other expenses incurred by Professional for such collection action and, in addition, the reasonable value of the Professional's time and expenses spent for such collection action, computed according to the Professional's prevailing fee schedule and expense policy. The formal mediation requirements in Paragraph 17, Dispute Resolution, shall not apply and are hereby waived for purposes of this subparagraph 10.2.

11. **INDEMNIFICATION:** To the fullest extent permitted by law, the Professional hereby agrees as follows:

    11.1. With regard to the professional services performed and to be performed hereunder by or through the Professional, Professional agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the proportionate extent that Claims are caused by Professional's negligent acts, errors or omissions, or willful misconduct. The indemnity obligations provided under this section shall only apply to the extent such Claims are determined by a court of competent jurisdiction or arbitrator to have been caused by the negligence or willful misconduct of Professional or of consultants, subconsultants or anyone for whom the Professional is responsible under this agreement. The Professional shall have no duty to defend but shall reimburse defense costs to the same extent as the overall indemnity obligations herein. These indemnity obligations shall not apply to the extent said Claims arise out of, pertain to, or relate to the negligence of Client or Client's agents, or other independent contractors, including the contractor, subcontractors of contractor or other consultants of Client, or others who are directly responsible to Client, or for defects in design or construction furnished by those persons and/or entities.

    11.2. With regard to any acts or omissions of the Professional in connection with this Agreement which do not comprise professional services, the Professional further agrees to indemnify, defend and hold harmless the Client from and against any and all claims, demand actions, causes of action, losses, liabilities, costs, reasonable attorneys' fees and litigation expenses (all of the foregoing being hereinafter individually and collectively called "claims") provided that any such claim is attributable to bodily injury, death, or property damage suffered or incurred by, or asserted against, the Indemnified Parties to the extent, but only to the extent, that the claims are the result of any negligent act or omission by the Professional, its consultants or subconsultants or anyone for whom the Professional is responsible under this agreement, excluding, however, bodily injury, death or property damage arising out of the rendering or failure to render any professional services by the Professional (which is covered by subparagraph 11.1 above).

    11.3. To the fullest extent permitted by law, the Client agrees to indemnify and hold Professional harmless from any loss, damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the Client's willful misconduct or negligent acts, errors or omissions.

    11.4. Neither Client nor Professional shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or willful misconduct or for the negligence or willful misconduct of others.

12. **MUTUAL WAIVERS:** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Professional, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement.

13. **OWNERSHIP OF INSTRUMENTS OF SERVICE**: The Client acknowledges the Professional's plans, specifications, and other documents, including electronic files, as the work papers of the Professional and the Professional's instruments of professional service. Nevertheless, the final printed hard copy construction documents prepared under this Agreement shall become the property of the Client upon completion of the services and payment in full of all monies due to the Professional. The Client shall not reuse or make any modification to the construction documents without the prior written authorization of the Professional. The Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Professional, its officers, directors, employees and subconsultants (collectively, Professional) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way connected with the unauthorized reuse or modification of the construction documents by

the Client or any person or entity that acquires or obtains the construction documents from or through the Client without the written authorization of the Professional.

13.1. Under no circumstances shall the transfer of said instruments of service be deemed a sale by the Professional, and the Professional makes no warranties, either express or implied, of merchantability and fitness for any particular purpose, nor shall such transfer be construed or regarded as any waiver or other relinquishment of the Professional's copyrights in any of the foregoing, full ownership of which shall remain with the Professional, absent the Professional's express prior written consent.

13.2. Should Professional agree to delivery of electronic files to Client, Client agrees, as a condition precedent, to sign Professional's Electronic Media Transfer Agreement prior to said delivery and further agrees that such delivery is for convenience, not reliance by the receiving party.

13.3. The Client is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the Professional and the electronic files, the signed or sealed hard-copy construction documents shall govern.

13.4. The Client agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The Client agrees not to transfer any of the delivered electronic files to others without the prior written consent of the Professional. The Client further agrees to waive all claims against the Professional resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than the Professional.

14. **CERTIFICATIONS, GUARANTEES AND WARRANTIES:** The Professional shall not be required to sign any documents, no matter by whom requested, that would result in the Professional's having to certify, guarantee or warrant the existence of conditions whose existence the Professional cannot ascertain or in the sole judgment of the Professional, increase the Professional's risk or the availability or cost of its professional or general liability insurance. The Client also agrees not to make resolution of any dispute with the Professional or payment of any amount due to the Professional in any way contingent upon the Professional signing any such certification.

15. **RIGHT TO RETAIN SUBCONSULTANTS:** The Professional may engage the services of any professional as a subconsultant when, in the Professionals' sole opinion, it is appropriate to do so. Such subconsultants may include both general and specialized professional services deemed necessary by the Professional to carry out the scope of the Professional's services. Professional shall not be required by the Client to retain any subconsultant not fully acceptable to the Professional.

16. **SUSPENSION OF SERVICES**: If the Project or the Professional's services are suspended by the Client for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this Agreement, the Professional shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the Client shall compensate the Professional for expenses incurred as a result of the suspension and resumption of its services, and the Professional's schedule and fees for the remainder of the Project shall be equitably adjusted.

16.1. If the Professional's services are suspended for more than ninety (90) days, consecutive or in the aggregate, the Professional may terminate this Agreement upon giving not less than seven (7) calendar days' written notice to the Client.

16.2. If the Client is in breach of the payment terms or otherwise is in material breach of this Agreement, the Professional may suspend performance of services upon seven (7) calendar days' notice to the Client. The Professional shall have no liability to the Client, and the Client agrees to make no claim for any delay

or damage as a result of such suspension caused by any breach of this Agreement by the Client. Upon receipt of payment in full of all outstanding sums due from the Client, or curing of such other breach which caused the Professional to suspend services, the Professional will resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

17. **DISPUTE RESOLUTION:** In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and the Professional agree that all disputes between them shall be negotiated in good faith for a reasonable period of time. If the parties fail to resolve all of the issues, then those issues not so resolved shall be submitted to formal nonbinding mediation prior to either party exercising their rights under the law. Each party shall be responsible for their own attorney fees, mediation costs and litigation costs. The cost of the mediator shall be shared equally by the parties.

    17.1. The Client and the Professional shall endeavor to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to encourage all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation, prior to the exercise of their respective legal rights, as the primary method for dispute resolution among the parties to all those agreements.

    17.2. The Client and the Professional agree that this Agreement and any legal actions concerning its validity, interpretation and/or performance shall be governed by the laws of the State of Iowa without regard to any conflict of laws provisions, which may apply the laws of other jurisdictions.

    17.3. It is further agreed that any legal action between the Client and the Professional arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in the State of Iowa.

18. **TERMINATION:** In the event of termination of this Agreement by either party, the Client shall within fifteen (15) calendar days of termination pay the Professional for all services rendered and all reimbursable costs incurred by the Professional up to the date of termination, in accordance with the payment provisions of this Agreement.

    18.1. The Client may terminate this Agreement for the Client's convenience and without cause upon giving the Professional not less than seven (7) calendar days' written notice.

    18.2. Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for any of the following reasons:

        18.2.1. Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

        18.2.2. Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;

        18.2.3. Suspension of the Project or the Professional's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate;

        18.2.4. Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

18.3. In the event of any termination that is not the fault of the Professional, the Client shall pay the Professional, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by the Professional in connection with the orderly termination of this Agreement, including demobilization associated overhead costs and all other expenses directly resulting from the termination.

19. **THIRD-PARTY BENEFICIARIES:** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Professional. The Professional's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Professional because of this Agreement or the performance or nonperformance of services hereunder.

20. **ASSIGNMENT:** Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by the Professional as a generally accepted business practice, shall not be considered an assignment or sublet for purposes of this Agreement (See paragraph 15 above).

21. **SEVERABILITY AND SURVIVAL:** If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect. Notwithstanding completion or termination of this Agreement for any reason, all rights, duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

22. **ENTIRE AGREEMENT AND MODIFICATIONS:** This Agreement and the following Exhibits which are incorporated by this reference and made a part of this Agreement:

Exhibit	**A**	**Scope of Services**	**Exhibit**	**C**	**Standard Fee Schedule**
Exhibit	**B**	**Insurance Requirements**	**Exhibit**		

contain the entire understanding between the Parties, superseding all prior or contemporaneous communications, agreements, and understandings between the Parties with respect to the subject matter hereof. This Agreement may not be modified in any manner except by written amendment, addendum, change order, or supplement executed by both Parties.

IN WITNESS WHEREOF**,** the Parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of the day and year first above written.

CITY OF ANKENY, IOWA **(Client)**	**SNYDER & ASSOCIATES, INC. (Professional)**
By:_____	By:_____
(Authorized agent)	(Authorized agent)
_____	Mark A. Land, P.E., CFM
(Printed or typed signature)	(Printed or typed signature)
	Route executed copy to: Tony Boes

EXHIBIT A – SCOPE OF SERVICES
OF THE PROFESSIONAL SERVICES AGREEMENT TO
SE DELAWARE AVENUNE AND SE 54TH STREET TRAFFIC SIGNAL PROJECT

I. SCOPE OF WORK

A. GENERAL

The overall construction PROJECT is described below.

1. The PROJECT includes the signalization of the SE Delaware Avenue and SE 54th Street intersection and a fiber optic communications connection along SE Delaware Ave between SE 54th Street and the Fleet Farm/PDI access. The fiber optic route will be along the east or west side of SE Delaware Avenue based on review of existing utilities and signal cabinet locations.

2. The PROJECT includes replacing the existing curb ramps and sidewalks in all four quadrants of the intersection to comply with ADA requirements and proposed pedestrian pushbutton locations. Existing median noses will be replaced if in conflict with sidewalk cross walks.

3. The PROJECT includes installing an east entrance apron to the existing Right-of-Way for a future development to connect to.

4. Water main, sanitary sewer, and storm sewer work is not anticipated on this PROJECT.

The PROFESSIONAL shall provide Professional Services as described below.

1. Complete topographic and boundary survey for the PROJECT at the intersection of SE Delaware Avenue and SE 54th Street. Coordinate with Iowa One Call to request that private utility companies locate their facilities along the corridor.

2. Design, prepare plans, contract documents, specifications, and perform bid phase assistance, as defined in Article I.B.

3. The construction services for the PROJECT will be completed under a separate Agreement.

B. BASIC ENGINEERING SERVICES

The PROFESSIONAL shall provide the Basic Engineering Services as follows.

1. PROJECT ADMINISTRATION AND COORDINATION

    a. Monthly progress reports.

b. Monthly billing reports.

c. Project coordination for engineering with the CLIENT, and utility companies, as needed.

2. TOPOGRAPHIC SURVEY AND BASE DRAWINGS

The PROFESSIONAL shall provide topographic and utility survey for the proposed improvements. This service includes:

a. Horizontal Datum will be provided using Iowa State Plane.

b. Vertical Datum will be provided using NAVD 88.

c. Set a minimum of one permanent benchmark on site with description and elevation to the nearest 0.01 foot. Larger sites will require benchmarks at intervals not to exceed 1,000 feet horizontal or 25 feet vertical.

d. Spot elevations displayed to the nearest 0.01 feet to be included for shots and are to be shown on a separate CADD drawing level to view when applicable. An approximate 25 foot grid will be used to create the topography map along with other grade breaks such as tops, toes, drainage ways, tops and bottoms of retaining walls, etc.

e. Contours shall be shown at 1-foot intervals.

f. Perform a field survey locating visible improvements such as structures, parking, signs, sidewalks, and other visible features above grade will be shown. Below grade non-visible structures or improvements will be shown from information as provided by site owner and would be approximate. Below grade non-visible structures may require further investigation if potentially in conflict with proposed site improvements. Existing building structures shown are not intended for architectural design or civil site plan design. Specific information required for that purpose should be provided by a specific scope of services. However, this service can be provided upon request with additional fees.

g. The field survey will include that area within the SE Delaware Avenue right-of-way approximately 200’ north and south of SE 54th Street. Also, that area within the SE 54th Street right-of-way approximately 200’ west of NE Delaware Ave. Additional survey will include approximately 1800’ north to the Fleet Farm signal in the area between the outer back of curb and the right-of-way. The side of the right-of-way for this area of survey will be determined after proposed location of fiber is determined.

h. Location of trees four (4) inches and greater caliper not lying within wooded areas. The drip line or perimeter outline of wooded/brush areas will be shown.

i. Provide known existing utility information based on record information, surface evidence, as-built drawings, and utility company field locates. This service includes contacting Iowa One Call, following Chapter 480 of the Iowa Code, to locate existing public utilities on the site, and performing a field survey locating visible utilities and the location of below grade utility locates by Iowa One Call. Private utility locates are not included with this service and if known will be shown as map location. Specific information required for that purpose should be provided by a specific scope of services. However, this service can be provided upon request with additional fees. This service of utilities shown in conjunction with ASCE Standard CI/ASCE 38-02 constitute a Quality Level "C" Subsurface Utility Engineering survey as outlined below.

   Quality Level "C" involves surveying visible above-ground utility facilities, such as manholes, valve boxes, posts, etc., and correlating this information with existing utility records. When using this information, it is not unusual to find that many underground utilities have been either omitted or erroneously plotted. Its usefulness, therefore, should be confined to rural projects where utilities are not prevalent, or are not too expensive to repair or relocate.

   NOTE: Contacting Iowa One Call, following Chapter 480 of the Iowa Code will not guarantee that utilities will be located as utilities do not have to be located when requested for survey or by the surveyor's company using a Design Request. In some cases, these requests may be ignored or result in an incomplete response. Additional time and correspondence may be needed, and additional fee required if the Design Request is incomplete and the Client needs better accuracy other than showing the utilities at a general map location.

j. Rim elevations for existing utility structures will be provided, if accessible. The surveyor will use their experience and judgment in obtaining the inverts, pipe diameter, pipe material and condition of structure obtained by using reasonable survey equipment and visual inspection of the structure. Due to the nature of underground utilities, the surveyor cannot guarantee the accuracy when physical measurements cannot be obtained.

   Should it be determined that more investigation of the utility is necessary, the Client shall contact PROFESSIONAL to authorize additional investigation of a specific utility. This may include but not limited to geophysical locating, opening manholes rims that have been paved over/locked down/unable to open, private utilities, entering a structure that is considered a confined space, etc. This service is not included with the base fee amount and will be considered extra services.

3. BOUNDARY SURVEY

Right Of Way Verification – The PROFESSIONAL shall establish the existing right-of-way lines to facilitate design or concept needs and enable creation of said construction documents. This service includes researching the public records in the county courthouse to acquire the current recorded deeds, subdivision plats, recorded surveys, and section corner certificates; performing a field survey locating existing monuments for the best available evidence needed to re-establish the record right-of-way lines; and graphically show on the construction documents.

4. PRELIMINARY DESIGN AND PLANS

The PROFESSIONAL shall perform preliminary design work necessary to further define the project scope and order of magnitude construction costs for the PROJECT. Preliminary design and plan preparation to include:

a. ADA sidewalk alignments, curb ramp replacements, median nose modifications, east entrance apron and associated pavement markings. Sidewalk and curb ramp vertical design and tabulations to be performed during final design.

b. Preliminary staging plan. The PROJECT will be staged to maintain one lane of traffic in each direction on SE Delaware Avenue and SE 54th Street.

c. Preliminary signal layout. Signal layout will take into account future northbound and southbound right turn lane additions.

d. Right-of-way and temporary construction easement layouts (if necessary).

e. The PROFESSIONAL shall submit a Preliminary Plan set to the CLIENT for review and comment. The PROFESSIONAL shall submit an opinion of probable construction costs to the CLIENT with 10% construction contingency. Statements of probable construction costs prepared by the PROFESSIONAL represent the best judgement.

5. FINAL DESIGN AND PLANS

Upon receipt of preliminary plan review comments from the CLIENT, the PROFESSIONAL shall prepare construction documents for the PROJECT to include the following information:

a. Title sheet, general project notes, and typical sections and details (A & B Sheets).

b. Estimated construction quantities, estimate reference information, and pertinent quantity tabulations (C-Sheets).

c. Roadway plan sheets with construction limits and minimal roadway improvements (D-Sheets).

d. Removal sheets (F-Sheets).

e. Survey staking, benchmark information, survey control, and alignment data (G-Sheets).

f. Existing and proposed (if necessary) right-of-way information (H-Sheets).

g. Staging and traffic control plans, details, and notes (J-Sheets).

h. Traffic signal and interconnect plans to include notes, estimated quantities, signal and fiber optic layouts, signal wiring, phasing, detection, and details (N-Sheets).

i. Pavement marking and signage sheets (PM-Sheets).

j. Horizontal and vertical geometry information for the proposed ADA sidewalk improvements (S-Sheets).

The PROFESSIONAL will submit a Check Plan set to the CLIENT for review and comment. The PROFESSIONAL will submit an opinion of probable construction costs to the CLIENT with 5% construction contingency.

The PROFESSIONAL will submit Bid Documents including standard City of Ankeny front end documents to the CLIENT. The PROFESSIONAL will submit an opinion of probable construction costs to the CLIENT with no construction contingency. Statements of probable construction costs prepared by the PROFESSIONAL represent the best judgment as a design professional familiar with the construction industry.

6. FRANCHISE UTILITY RELOCATIONS

The PROFESSIONAL shall contact the appropriate utility companies to determine the existing utility locations within the PROJECT construction area and coordinate the accuracy of their facilities on the plans. This information will be used in the design of the PROJECT to determine the impact of the PROJECT on each utility. Preliminary and check plans will be provided to appropriate utility companies.

The PROFESSIONAL will work with the CLIENT to determine the desirable locations for each new and relocated utility. The PROFESSIONAL will work with each utility to organize and schedule necessary relocations.

7. UTILITY VERIFICATION TEST HOLES
   The PROFESSIONAL shall provide utility verification test holes using nondestructive digging equipment to establish vertical and horizontal location (Quality Level A) of existing utilities that are potentially in conflict with the proposed improvements. This includes an estimated ten (10) utility test holes. Test holes shall be performed prior to check plan submittal. Service includes coordinating with Contractor on test hole locating and surveying the location of the exposed utilities for design review. Private Contractor will be hired and estimated fees are included in this agreement. These fees may vary due to factors of finding the utility and the existing depth of the utility.

8. BID PERIOD ASSISTANCE

   The PROFESSIONAL shall perform the following services:

   a. Bidding Documents. The PROJECT will be let by the CLIENT, and the PROFESSIONAL shall supply the necessary Contract Documents for this process. The PROFESSIONAL shall distribute the Contract Documents to potential bidders via upload to QuestCDN.

   b. Advertising. Answer questions from potential contractors, subcontractors, and suppliers, and coordinate with the CLIENT during this phase of services.

   c. Bidding. The PROJECT will be bid in one phase with one bid letting. The PROFESSIONAL shall attend the meeting at which bids are received, tabulate the bids, and make a recommendation to the CLIENT regarding award of the construction contract to the lowest qualified bidder.

II. WORK SCHEDULE

This PROJECT shall be performed by the PROFESSIONAL in accordance with a schedule mutually developed by the CLIENT and the PROFESSIONAL. A June or July 2023 project letting is anticipated.

III. COMPENSATION AND TERMS OF PAYMENT

The CLIENT shall pay the PROFESSIONAL in accordance with the terms and conditions of the Agreement. Fees will be on the basis of hourly rates and fixed expenses as outlined in the PROFESSIONAL'S Standard Fee Schedule. The current fee schedule is shown in the attached Exhibit "C". Total fees shall not exceed the following unless Additional Services are added by a written change order, amendment, or supplemental agreement signed by both parties.

A. BASIC ENGINEERING SERVICES

1.	Project Administration and Coordination	$2,700
2.	Topographic Survey and Base Drawings	$6,800
3.	Boundary Survey	$1,900
4.	Preliminary Design and Plans	$14,900
5.	Final Design and Plans	$24,700
6.	Franchise Utility Relocations	$4,100
7.	Utility Verification Test Holes	$10,600
8.	Bid Period Assistance	$3,600
	TOTAL	$69,300

B. CONSTRUCTION SERVICES

Construction Services shall be performed under a separate or supplemental agreement.

Exhibit B

City of Ankeny Insurance Requirements for Professional Services

1. Professional shall furnish a signed Certificate of Insurance to the City of Ankeny, Iowa for the coverage required in Exhibit B prior to commencing work and at the end of the project if the term of work is longer than 60 days. Providers presenting annual certificate shall present a Certificate at the end of each project with the final billing. Each Certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent. Each certificate shall include a statement under Description of Operations as to why issued. Eg: Project #_____ or Lease of premises at _____ or construction of _____.

2. All policies of insurance required hereunder shall be with a carrier authorized to do business in Iowa and all carriers shall have a rating of A or better in the current A.M. Best's Rating Guide.

3. Each Certificate shall be furnished to the contracting department of the City of Ankeny.

4. Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Ankeny. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.

5. Subcontractors and sub subcontractor performing work or service shall provide a Certificate of Insurance in accord with Exhibit B.

6. All required endorsements to various policies shall be attached to Certificate of Insurance.

7. Whenever a specific ISO form is listed, an equivalent form may be substituted subject to the provider identifying and listing in writing all deviations and exclusions that differ from the ISO form.

8. Provider shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit B.

9. Whenever an ISO form is referenced the current edition of the form must be used.

10. By requiring such insurance, the City of Ankeny shall not be deemed or construed to have assessed the risk that may be applicable to the Contractor its agents, representatives, employees or sub-consultants under this Contract. The insurance requirements herein for this Contract in no way limit the indemnity covenants contained in the Contract.

11. The City of Ankeny in no way warrants that the limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees, or subcontractors. The Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. The Contractor is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

Exhibit B

City of Ankeny Insurance Requirements for Professional Services

A) COMMERCIAL GENERAL LIABILITY

General Aggregate Limit	$	2,000,000
Products-Completed Operations Aggregate Limit	$	2,000,000
Personal and Advertising Injury Limit	$	1,000,000
Each Occurrence	$	1,000,000
Fire Damage Limit (any one occurrence)	$	50,000
Medical Payments	$	5,000

a) Coverage shall be written on an occurrence, not claims made, form. All deviations from the standard ISO commercial general liability form CG 0001, or Business owners form BP 0002, shall be clearly identified.
b) Include ISO endorsement form CG 25 04 “Designated Location(s) General Aggregate Limit” or CG 25 03 “Designated Construction Project (s) General Aggregate Limit” as appropriate.
c) Include endorsement indicating that coverage is primary and non-contributory.
d) Include endorsement to preserve Governmental Immunity. (Sample attached).
e) Include an endorsement that deletes any fellow employee exclusion.
f) Include additional insured endorsement for:
The City of Ankeny, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 2026.

B) AUTOMOBILE LIABILITY $ 1,000,000 (Combined Single Limit)

C) WORKERS’ COMPENSATION & EMPLOYERS LIABILITY
Statutory benefits covering all employees injured on the job by accident or disease as prescribed by Iowa Code Chapter 85 as amended.

Coverage A	Statutory – State of Iowa
Coverage B	Employers Liability

Each Accident	$100,000
Each Employee-Disease	$100,000
Policy Limit-Disease	$500,000

Policy shall include an endorsement providing a waiver of subrogation to the City of Ankeny. Coverage B limits shall be greater if required by Umbrella Carrier.

D) UMBRELLA LIABILITY $ 2,000,000
Umbrella liability coverage must be at least following form with the underlying policies included herein.

Exhibit B

City of Ankeny Insurance Requirements for Professional Services

E) PROFESSIONAL LIABILITY $ 2,000,000

- The Contractor shall maintain Errors and Omissions Liability covering negligent acts, errors and/or omissions, including design errors of the Contractor for damage sustained by reason of or in the course of operations under this Contract. ~~The policy/coverages shall be amended to include the following:~~

  ~~Amendment of any Contractual Liability Exclusion to state: "This exclusion does not apply to any liability of others which you assume under a written contract provided such liability is caused by your negligent acts."~~

- In the event that any professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Contract is completed.

- Policy shall contain a waiver of subrogation against the City of Ankeny.

F) CONTRACTOR'S ENVIRONMENTAL LIABILITY $ 2,000,000

- Applicable if Professional Services performed includes Environmental activities included but not limited to: use or application of hazardous materials, environmental testing, monitoring, assessment or cleanup, transportation of hazardous materials, pesticide spraying and certain recycling and waste reduction activities.

Exhibit B

City of Ankeny Insurance Requirements for Professional Services

Preservation of Governmental Immunities Endorsement

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

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

3. Assertion of Governmental Immunity. The City of Ankeny, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier.

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

No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under this policy.

EXHIBIT C – STANDARD FEE SCHEDULE
OF THE PROFESSIONAL SERVICES AGREEMENT TO
SE DELAWARE AVENUNE AND SE 54TH STREET TRAFFIC SIGNAL PROJECT

SNYDER & ASSOCIATES, INC.
2022-23
STANDARD FEE SCHEDULE

Billing Classification/Level	Billing Rate	
Professional		
Engineer, Landscape Architect, Land Surveyor, GIS, Environmental Scientist Project Manager, Planner, Right-of-Way Agent, Graphic Designer		
Principal II	$229.00	/hour
Principal I	$217.00	/hour
Senior	$198.00	/hour
VIII	$181.00	/hour
VII	$172.00	/hour
VI	$163.00	/hour
V	$152.00	/hour
IV	$141.00	/hour
III	$129.00	/hour
II	$116.00	/hour
I	$103.00	/hour
Technical		
CADD, Survey, Construction Observation		
Lead	$138.00	/hour
Senior	$132.00	/hour
VIII	$123.00	/hour
VII	$113.00	/hour
VI	$102.00	/hour
V	$92.00	/hour
IV	$83.00	/hour
III	$75.00	/hour
II	$69.00	/hour
I	$60.00	/hour
Administrative		
II	$71.00	/hour
I	$58.00	/hour
Reimbursables		
Mileage	*current IRS standard rate*	
Outside Services	*As Invoiced*	

city of Ankeny
bringing it all together

SE Delaware Ave & SE 54th Street Traffic Signal

Map is for Locational Purposes Only.

N W E S

1 in = 800 ft

Date: 1/9/2023

PUBLIC WORKS DEPARTMENT

ENGINEERING DIVISION

ANKENY CITY COUNCIL

City Council Agenda

February 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:
Parks and Recreation	Enhance Quality of Life

ACTION REQUESTED:

Motion

LEGAL:

SUBJECT:

2023 SW Prairie Trail Parkway Complex

Professional Services Agreement with Nilles, Associates, Inc.

EXECUTIVE SUMMARY:

The action before the City Council is the approval of a Professional Services Agreement with Nilles Associates, Inc. for the design, bidding phase and construction services needed for the 2023 SW Prairie Trail Parkway Complex Project.

The scope of the project includes the design and construction for the park's utilities, grading, ballfields, parking lot, shelters, pickleball courts, restroom facility, landscaping and all other miscellaneous items necessary to complete the project.

The design for the project needs to be undertaken at this time so that the project schedule can be maintained. The Parks & Recreation Department proposes to use Nilles Associates, Inc. to complete the

necessary design and bidding phase services for the project because they have the technical experience needed for this project. The scope of the engineering services and corresponding fees for the services are shown in the attached Professional Services Agreement. The total fee for the engineering services is not to exceed $85,000.00.

FISCAL IMPACT: **No**

This project is included in the 2022-2026 CIP with design and construction scheduled for 2023.

CITY MANAGER'S RECOMMENDATIONS:

Approve the Professional Services Agreement with Nilles Associates, Inc. for design, bidding phase and construction services on the 2023 SW Prairie Trail Parkway Complex Project in an amount not to exceed $85,000.00 and authorize the Mayor to execute said Agreement.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to approve the Professional Services Agreement with Nilles Associates, Inc. for design, bidding phase and construction services on the SW Prairie Trail Parkway Complex Project in an amount not to exceed $85,000.00 and authorize the Mayor to execute said Agreement.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Professional Services Agreement

AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of February 6, 2023 ("Effective Date") between

CITY OF ANKENY, IOWA ("Owner") and

NILLES ASSOCIATES, INC. ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:
DESIGN AND CONSTRUCT SW PRAIRIE TRAIL PARKWAY COMPLEX ("Project").

Other terms used in this Agreement are defined in Article 7.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 *General*

A. Owner shall have the responsibilities set forth herein and in Exhibit B.

B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.

C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.

D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:

1. any development that affects the scope or time of performance of Engineer's services;

2. the presence at the Site of any Constituent of Concern; or

3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

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ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 *Commencement*

A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 *Time for Completion*

A. Engineer shall complete its obligations within a reasonable time.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 *Payments*

A. **[NOT USED]**

B. **[NOT USED]**

C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.

D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

A. Engineer's opinions (if any) of probable Construction Cost 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 Cost 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 cost estimate.

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5.02 **[NOT USED]**

5.03 *Opinions of Total Project Costs*

A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.

B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.

D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

E. *Compliance with Laws and Regulations, and Policies and Procedures:*

1. Engineer and Owner shall comply with applicable Laws and Regulations.

2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.

3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:

a. changes after the Effective Date to Laws and Regulations;

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b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;

c. changes after the Effective Date to Owner-provided written policies or procedures.

F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.

G. **[NOT USED]**

H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.

J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.

K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.

L. Engineer's services do not include providing legal advice or representation.

M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

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6.02 **[NOT USED]**

6.03 *Use of Documents*

A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.

B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.

C. 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.

D. 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 Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.

C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating

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systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 *Insurance*

A. Engineer shall procure and maintain insurance as set forth in Exhibit G. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.

B. Owner shall procure and maintain insurance as set forth in Exhibit G. Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies carried by Owner, which are applicable to the Project.

C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.

D. **[NOT USED]**

E. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.

F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.

G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

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6.06 **[NOT USED]**

6.07 *Controlling Law*

A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

6.08 *Successors, Assigns, and Beneficiaries*

A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

6.09 *Dispute Resolution*

A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.

B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.10 *Environmental Condition of Site*

A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.

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B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.

D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.

E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.

F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.11 *Indemnification and Mutual Waiver*

A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants.

B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations.

C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys fees and

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expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.

E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

F. *Mutual Waiver:* To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

6.12 *Records Retention*

A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.13 *Miscellaneous Provisions*

A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

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D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

E. *Accrual of Claims:* To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:

1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.

2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.

3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.

4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.

5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.

6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.

7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.

8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material

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of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.

10. *Construction Contract Documents*—Those items designated as "Contract Documents" in the Construction Contract, and which together comprise the Construction Contract.

11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.

12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.

13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.

14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.

16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.

17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables,

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whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.

18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.

20. *Engineer*—The individual or entity named as such in this Agreement.

21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.

22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.

24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.

25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer as an Additional Service and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.

26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.

27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.

28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

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29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.

30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.

31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.

36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.

37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

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B. *Day*:

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

A. Exhibit A, Engineer's Services.

B. Exhibit B, Owner's Responsibilities.

C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.

D. Exhibit D, **[NOT USED]**

E. Exhibit E, **[NOT USED]**

F. Exhibit F, **[NOT USED]**

G. Exhibit G, Insurance.

H. Exhibit H, Dispute Resolution.

I. Exhibit I, **[NOT USED]**

J. Exhibit J, **[NOT USED]**

K. Exhibit K, Amendment to Owner-Engineer Agreement.

8.02 *Total Agreement*

A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit K to this Agreement.

8.03 *Designated Representatives*

A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

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8.04 *Engineer's Certifications*

A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;

3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: **CITY OF ANKENY**	Engineer: **NILLES ASSOCIATES, INC.**
By:	By:
Print name: Mark Holm	Print name: John P. Nilles
Title: Mayor	Title: President
Date Signed:	Date Signed: Feb. 06, 2023
Address for Owner's receipt of notices: 1210 NW Prairie Ridge Drive Ankeny, IA 50023	Address for Engineer's receipt of notices: 1250 SW State Street, Suite A Ankeny, IA 50023
Designated Representative (Paragraph 8.03.A): Nick Lenox	Designated Representative (Paragraph 8.03.A): Roger Silver, PLA
Title: Director of Parks & Recreation	Title: Landscape Architect
Phone Number: 515-963-3576	Phone Number: 515-418-3700
E-Mail Address: nlenox@ankenyiowa.gov	E-Mail Address: rogers@nillesinc.com

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This is **EXHIBIT A**, consisting of **9** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated February 6, 2023.

Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 *Concept Phase*

A. Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.

2. Meet with City parks staff to review current concept plan and discuss design elements and revise as needed. Establish final design / bidding / construction schedule.

3. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.

4. Prepare revised concept drawing and meet City planning staff for pre-application meeting.

5. Prepare revised cost estimate based on new layout.

6. Contact shelter manufacturer to get conceptual shelter size and design.

A1.02 *Preliminary Design Phase*

A. Engineer shall:

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings. Refer to Exhibit A-1 for Project Map.

2. **[NOT USED]**

3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Perform design locate requests via Iowa One Call and include field locates in topographic mapping.

4. Visit the Site as needed to prepare the Preliminary Design Phase documents.

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5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.

6. **[NOT USED]**

7. Prepare a revised opinion of probable Construction Cost.

8. **[NOT USED]**

9. Perform or provide the following other Preliminary Design Phase tasks or deliverables:

   a. Preliminary plans showing proposed parking lot, shelter, sidewalk paving, pickleball courts, ballfields, and landscaping.

   b. One Preliminary Design Review Meeting.

10. Furnish copy of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner for review.

11. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate.

B. **[NOT USED]**

A1.03 *Final Design Phase*

A. After acceptance by Owner of the Preliminary Design Phase documents, Engineer shall:

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.

2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.

3. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.

4. **[NOT USED]**

5. **[NOT USED]**

6. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.

7. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.

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8. Perform or provide the following other Final Design Phase tasks or deliverables:

    a. Final design plans to include the following:

        1) Final Layout & Dimension Plan(s).
        2) Final Grading Plan(s).
        3) Final Utility Plan(s).
        4) Final Landscaping Plan.
        5) Final Detail Plan(s)

    b. Provide updated storm water pollution prevention plan (SWPPP), using the City of Ankeny's standard SWPPP template, for erosion and sediment control related to construction activities, in compliance with the State of Iowa NPDES program. During construction phase, Owner shall be responsible for maintaining SWPPP to reflect current site conditions and to keep documentation as required by law. Engineer is responsible for publishing and filing the NPDES Permit.

9. Furnish for review by Owner a copy of the Construction Contract Documents.

10. Revise the final Construction Contract Documents in accordance with comments and instructions from the Owner, as appropriate.

B. **[NOT USED]**

C. **[NOT USED]**

D. **[NOT USED]**

A1.04 *Bidding or Negotiating Phase*

A. After acceptance by Owner of the final Drawings and Specifications and upon written authorization by Owner to proceed, Engineer shall:

1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents. Quest CDN will be used for bid document distribution.

2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.

3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.

4. Consult with Owner as to the qualifications of prospective contractors.

5. **[NOT USED]**

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6. **[NOT USED]**

7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.

8. **[NOT USED]**

9. **[NOT USED]**

B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors.

A1.05 *Construction Phase*

A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:

1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in the Construction Contract. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.

2. *Pre-Construction Conference:* Direct a pre-construction conference prior to commencement of Work at the Site, including preparation of an agenda and minutes of the meeting.

3. *Construction Staking:* As appropriate, provide construction staking to establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed. Construction staking shall include:

a. Playground equipment footings; concrete mow strip; sidewalks; shelter pad and footings; and bathroom foundation.

4. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:

a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on

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information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

5. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.

6. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.

7. **[NOT USED]**

8. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.

9. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.

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10. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.

11. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.

12. *Substitutes and "Or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.

13. *Inspections and Tests:*

    a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.

    b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.

    c. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.

14. *Change Proposals and Claims:* (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.

15. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

    a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs

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stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

16. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.14. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.

17. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections,

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notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.

18. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables:

    a. Sidewalk Ramps. Provide as-constructed information on all pedestrian sidewalk ramps using Owner forms.

19. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner that the Work is acceptable to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.

20. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

A1.06 *Post-Construction Phase*

A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:

1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.

2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.

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B. The Post-Construction Phase services may commence during the Construction Phase.

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.

1. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.

2. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.

3. Furnishing services of Consultants for other than Basic Services.

4. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.

5. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.

6. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.

7. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.

A2.02 *Additional Services Not Requiring Owner's Written Authorization* **[NOT USED]**

PART 2 – PROJECT SCHEDULE

a.	3/03/2023	Complete Concept Phase
b.	3/31/2023	Submit Preliminary Plans
c.	5/05/2023	Submit Final Plans
d.	No later than 5/26/2023	Bid Date

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This is **EXHIBIT B**, consisting of **1** page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated February 6, 2023.

Owner's Responsibilities

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.

B. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.

C. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.

D. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.

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This is **EXHIBIT C**, consisting of **2** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated February 6, 2023.

Payments to Engineer for Services and Reimbursable Expenses

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER'S RESPONSIBILITIES

C2.01 *Compensation For Basic Services – Standard Hourly Rates Method of Payment*

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer's Consultants' charges, if any.

2. The Standard Hourly Rates charged by Engineer constitute full and complete compensation for Engineer's services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or Engineer's Consultants' charges.

3. Engineer's Standard Hourly Rates are attached to this Exhibit C as Appendix 2.

4. The total compensation for services under Paragraph C2.01 is estimated to be $85,000 based on the following estimated distribution of compensation:

a.	Concept Phase	$6,000
b.	Preliminary Design Phase	$18,000
c.	Final Design Phase	$27,900
d.	Bidding or Negotiating Phase	$5,300
e.	Construction Phase	$26,000
f.	Post-Construction Phase	$1,800

5. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner.

6. The total estimated compensation for Engineer's services included in the breakdown by phases as noted in Paragraph C2.01.A.3 incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer's Consultants' charges.

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7. **[NOT USED]**

8. **[NOT USED]**

C2.02 *Compensation For Reimbursable Expenses*

A. Owner shall pay Engineer for all Reimbursable Expenses.

B. Reimbursable Expenses include the following: permit application fees, costs for Quest CDN, and reproduction costs for Contract Documents.

C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project.

C2.03 **[NOT USED]**

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This is **Appendix 2 to EXHIBIT C**, consisting of **1** page, referred to in and part of the **Agreement between Owner and Engineer for P**rof**essional Services** dated February 6, 2023.

Standard Hourly Rates Schedule

A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

2. The Standard Hourly Rates apply only as specified in Article C2.

B. *Schedule:*

Hourly rates for services performed on or after the date of the Agreement are:

ENGINEERVII	194.00/hr.
ENGINEERVI	178.00/hr.
ENGINEER V	162.00/hr.
ENGINEER IV	146.00/hr.
ENGINEER III	130.00/hr.
ENGINEER II	106.00/hr.
ENGINEER I	88.00/hr.
LANDSCAPE ARCHITECT VI	170.00/hr.
LANDSCAPE ARCHITECT V	154.00/hr.
LANDSCAPE ARCHITECT IV	138.00/hr.
LANDSCAPE ARCHITECT III	122.00/hr.
LANDSCAPE ARCHITECT II	106.00/hr.
LANDSCAPE ARCHITECT I	88.00/hr.
LAND SURVEYOR V	170.00/hr.
LAND SURVEYOR IV	154.00/hr.
LAND SURVEYOR III	138.00/hr.
LAND SURVEYOR II	122.00/hr.
LAND SURVEYOR I	106.00/hr.
PROJECT MANAGER	137.00/hr.
ENGINEERING TECHNICIAN VIII	148.00/hr.
ENGINEERING TECHNICIAN VII	136.00/hr.
ENGINEERING TECHNICIAN VI	124.00/hr.
ENGINEERING TECHNICIAN V	112.00/hr.
ENGINEERING TECHNICIAN IV	100.00/hr.
ENGINEERING TECHNICIAN III	88.00/hr.
ENGINEERING TECHNICIAN II	76.00/hr.
ENGINEERING TECHNICIAN I	64.00/hr.
LAND SURVEYING TECHNICIAN VIII	148.00/hr.
LAND SURVEYING TECHNICIAN VII	136.00/hr.
LAND SURVEYING TECHNICIAN VI	124.00/hr.
LAND SURVEYING TECHNICIAN V	112.00/hr.
LAND SURVEYING TECHNICIAN IV	100.00/hr.
LAND SURVEYING TECHNICIAN III	88.00/hr.
LAND SURVEYING TECHNICIAN II	76.00/hr.
LAND SURVEYING TECHNICIAN I	64.00/hr.
ADMINISTRATIVE	65.00/hr.
OUTSIDE SERVICES	As Invoiced

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This is **EXHIBIT G**, consisting of **1** page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated February 6, 2023.

Insurance

Paragraph 6.05 of the Agreement is supplemented to include the following agreement of the parties:

G6.05 *Insurance*

A. The limits of liability for the insurance required by Paragraph 6.05.A and 6.05.B of the Agreement are as follows:

1. By Engineer:

a. Workers' Compensation: Statutory

b. Employer's Liability --

1)	Bodily injury, each accident:	$100,000
2)	Bodily injury by disease, each employee:	$500,000
3)	Bodily injury/disease, aggregate:	$100,000

c. General Liability --

1)	Each Occurrence (Bodily Injury and Property Damage):	$1,000,000
2)	General Aggregate:	$2,000,000

d. Excess or Umbrella Liability --

1)	Per Occurrence:	$2,000,000
2)	General Aggregate:	$2,000,000

e. Automobile Liability --

1)	Bodily Injury	$1,000,000
2)	Property Damage	$1,000,000

f. Professional Liability –

1)	Each Claim Made	$1,000,000
2)	Annual Aggregate	$2,000,000

2. By Owner: **[NOT USED]**

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This is **EXHIBIT H**, consisting of **1** page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated February 6, 2023.

Dispute Resolution

Paragraph 6.09 of the Agreement is supplemented to include the following agreement of the parties:

[NOTE TO USER: Select one of the two alternatives provided.]

H6.08 *Dispute Resolution*

A. *Mediation*: Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

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This is **EXHIBIT K**, consisting of **1** page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated February 6, 2023.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. _____

The Effective Date of this Amendment is: _____.

Background Data

Effective Date of Owner-Engineer Agreement:
Owner:
Engineer:
Project:

Nature of Amendment:

Description of Modifications:

Agreement Summary:

Original agreement amount:	$_____
Net change for prior amendments:	$_____
This amendment amount:	$_____
Adjusted Agreement amount:	$_____

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:	ENGINEER:
_____	_____
By: _____	By: _____
Print name: _____	Print name: _____
Title: _____	Title: _____
Date Signed: _____	Date Signed: _____

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ANKENY CITY COUNCIL

City Council Agenda

February 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

February 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 Clerk

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

- ***Council Action Planning Session - 2/13/23 @ 5:30 p.m.***
- ***Public Hearing - SRF Loan Application - 2/20/23 @ 5:30 p.m.***
- ***Public Hearing - 2023 PCC Reconstruction Program - SE Creekview Dr - 2/20/23 @ 5:30 p.m.***
- ***Public Hearing - 2023 PCC Street Patching Program - 2/20/23 @ 5:30 p.m.***
- ***Public Hearing - rezone NGR East - 2/20/23 @ 5:30 p.m.***
- ***Council Action Planning Session - 2/27/23 @ 5:30 p.m.***
- ***Public Hearing - N. Ankeny Blvd & 18th St Intersection Improvements - 3/6/23 @ 5:30 p.m.***
- ***Public Hearing - Oralabor Gateway Trail - SW State Street Underpass & SW Oralabor Road & SW State St Intersection Improvements - 3/6/23 @ 5:30 p.m.***
- ***Public Hearing - Amendment No. 3 to the Amended and Restated 1991 Ankeny Urban Renewal Plan - 3/6/23 @ 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