



Polk County Aviation Authority Meeting

Thursday, November 9, 2023

5:00 PM

3700 SE Convenience Blvd, Ankeny, Iowa

INSTRUCTIONS TO JOIN ELECTRONIC MEETING:

Please join using this link: <https://zoom.us/j/98294550961?pwd=MzdjTERQR1Y1SVNWOGhxWFd1b2FRUT09>

Or dial: +13126266799 Meeting ID: 982 9455 0961 Passcode: 5678

A. ROLL CALL

B. APPROVAL OF AGENDA

1. Approval of the November 9, 2023 Agenda

Action# B1-1. Consider motion to approve and accept the November 9, 2023 agenda without amendment.

C. PUBLIC FORUM

D. FBO REPORTS

- Fuel Report
- Inspection Report
- Hangar tenant waiting list report
- Tenant concerns and response report

E. FINANCE / BUDGET REPORTS

F. CONSENT AGENDA ITEMS

CA - 1 Consider motion to approve the October 5, 2023, minutes.

CA - 2 Consider motion to approve Payment #12 in the amount of \$4,095.00 to McClure Engineering for General On-Call Engineering Services.

- CA - 3** Consider motion to approve Environmental Assessment Task Order Two-Payment #6 in the amount of \$24,190.80 to HDR Engineering, Inc. for services that include Professional Consulting for Runway 18/36.
- CA - 4** Consider motion to approve Payment #3 in the amount of \$9,097.03 to McClure Engineering for Site Work & Vertical Infrastructure – Construction Mgmt, Administration & Observation Service for the North Property Line Box Hangars.
- CA - 5** Consider motion to approve Bills and Transfer of Necessary Funds in the amount of \$84,525.83
- CA - 6** Consider motion to approve November 2023 Financial Reports.

- **APPROVAL OF CONSENT AGENDA ITEMS**

1. Consent Agenda Items CA-1 through CA-6.

Action# F1-1. Consider motion to approve the recommendations for Consent Agenda Items CA-1 through CA-6.

G. REMOVED CONSENT AGENDA ITEMS

H. OLD BUSINESS

I. NEW BUSINESS

1. Consider motion to adopt **RESOLUTION** approving Garage, Hangar and Tie-Down Lease documents for Calendar Year 2024.
2. Consider motion to approve the proposal from Construction Materials Testing in the amount of \$7,500.00 for the geotechnical services required to support the Taxiway D Apron and Access Roadway Paving - Phase 4 Design Services.
3. Consider motion to approve the proposal from Smith's Sewer Service, Inc. in the amount of \$1,660.11 for the televising of the large diameter storm sewers under Runway 18/36 to support the design of the Runway 18/36 Reconstruction.
4. Consider motion to adopt **RESOLUTION** authorizing the execution of Supplemental Agreement No. 1 to Task Order 01 with McClure Engineering for wetland mitigation on the North Property Line Box Hangars - Phase 1 Project.
5. Consider motion to approve Payment #12 in the amount of \$8,100.00 to McClure Engineering for wetland mitigation credits for the North Property Line Box Hangars (Site Work and Vertical Infrastructure) project.
6. Taxiway D Apron and Access Roadway - Phase 3 Project: Consider motion to approve: a) Statement of Completion; b) **RESOLUTION** accepting the public improvements with in the amount of \$629,755.40; and c) Payment #7 Final/Retainage Release in the amount of \$1,800.00 thirty days after project acceptance.
7. Consider motion to approve a rezoning petition for Old Dominion Freight Lines to support the addition of a parking lot to their facility.
8. Consider motion to adopt **RESOLUTION** authorizing the execution of Professional Services

Agreement with McClure Engineering for the final design and bidding services required for the Runway 18/36 Reconstruction Project -McClure Task Order No. 4.

9. Consider motion to approve the completion of an Independent Fee Estimate (IFE) by Bolton & Menk, Inc. of HDR Engineering - Task Order No. 2 - Environmental Assessment of current ACIP projects.

J. REPORTS

1. Engineering Report

- a. Review of the Proposed FFY 2025 Airport Capital Improvements Program.
- b. Review of the South Corporate Terminal Area Concept Plan.
- c. North Property Line Box Hangars Project - Construction Update

2. Staff Report

- a. Additional Emergency Patching on Runway 18/36 by Ridnour Construction.
- b. Advertisement for Taxiway D Box Hangar Land Leases

3. Legal Counsel Report

4. Board Report

5. Chair Report

K. ADJOURNMENT



ANKENY CITY COUNCIL
POLK COUNTY AVIATION AUTHORITY MEETING

November 9, 2023
5 : 00 PM

 Print

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?? ORIGINATING DEPARTMENT:

COUNCIL GOAL:

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ACTION REQUESTED:

LEGAL:

SUBJECT:

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EXECUTIVE SUMMARY:

FISCAL IMPACT: ??No

STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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No Attachments Available



ANKENY CITY COUNCIL
POLK COUNTY AVIATION AUTHORITY MEETING

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ADDITIONAL INFORMATION:

ATTACHMENTS:

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 [FBO Report](#)

 [Waiting List](#)

FBO REPORT November 9th, 2023

FUEL SALES

09/26 - 10/25	2023 Gallons		2022 Gallons	Last Month
100LL	9,278.6		11,233.1	11,189.5
JET-A	30,852.0		40,766.0	33,060.0
Total Gallons	40,130.6		51,999.1	44,249.5
40,130.6	x \$.09/gallon=		\$ 3,611.75	

Self-Serve 100LL fuel sales: 3,059.6 gallons equaling 33% of total sales.

T-HANGARS

ACCOUNTS RECIEVABLE: Nothing to report.

LEASES: Nothing to report.

INSURANCE RENEWALS: Nothing to report.

WAITING LIST: There are 68 people on the list, 27 of them don't currently have an airplane or live out of state and will be moving back.
Gary Smith has terminated his lease for B-04.
Scott Wallace has moved from A-04 to B-04.
Scott Hogue is moving into A-04.

VIOLATIONS: There were 14 violations during the hangar inspection, 9 have been mitigated. Dave Kalwishky has been working with the tenants to clear up the violations.

REPAIRS: Nothing to report.

MISC: Nothing to report.

AIRFIELD

LIGHTING:
Nothing to report.

MOWING:
Nothing to report.

SNOW REMOVAL:
We ordered two pallets of NAAC, we have four total. Our snow machine has undergone additional maintenance to ensure it's ready for the season.

WILDLIFE:

One of our Beechjets had a bird strike on departure, the engines ingested 10 – 12 birds. This is the third bird strike we've had in seven weeks. When the birds are active, we now go out and clear them from the runway when jets depart or arrive. We will do this until they migrate away (another month or two).

MISC:

Locks have been replaced on all the perimeter fencing, some of the current locks had tumblers that were frozen and took a lot of work to get working. Paul Moritz has been given the new lock code and he has given it to those who need it.

SPECIAL:

Nothing to report.

Waiting List

(Note on Garage restriction: Per Amy Beattie: No hangar = no car storage. If they have a hangar we would not prohibit car storage for use coming and going from airport)

27 people do not have a plane to put in a hangar or now live out of state but may return to Iowa.

Pos	Date Added	Name	Plane	Phone	E-Mail	Notes	Passes
T HANGAR							
1	12/6/2018	Derek Meyer	Looking	515-240-1077	meyer.derek3@gmail.com	11/5/21 Dave K - e-mailed Derek asking if he is still interested and what type of plane he has. 11/12/21 no plane, would like to stay on the list. 05/05/23 Dave K emailed Derek to see if he was still interested in being on the list and that if his name comes up and he doesn't have a plane the hangar will be offered to the next person in line. 05/08/23 Derek emailed back asking to see the lease to make sure he can comply with it. He did not indicate whether or not he has acquired a plane. 05/09/23 Dave K notified Derek that he is next on the list. Dave & Derek had a phone conversation and I explained that typically there is no subleasing to a friend. He will decide what to do when a hangar becomes available. 05/11/23 Derek emailed back and won't have a plane until next year, he would like to remain on the list.	1
2	7/17/2019	Jeff Davis	Looking	515-444-7673	jeffreypaulhomes@gmail.com	11/5/21 Dave K talked to Jeff, he'd like to stay on the list as he may buy a plane in a year. 05/08/23 Dave K emailed Jeff to see if he was still interested in being on the list and that if his name comes up and he doesn't have a plane the hangar will be offered to the next person in line. 05/11/23 Jeff called Dave and said he doesn't have a plane yet but would like to remain on the list.	1
3	8/28/2019	Dan Stull	Looking	515-447-2339	dan@Stullcompanies.com	05/08/23 Dave K emailed Dan to see if he was still interested in being on the list and that if his name comes up and he doesn't have a plane the hangar will be offered to the next person in line. 05/10/23 Dan e-mailed back and said he doesn't have a plane and may not have one by late summer, he would like to stay on the list.	1
4	10/31/2019	Mike Callison	Cessna 172 (N6922X)	515-505-9111	mcallison8@gmail.com	11/5/21 Dave K - Called Mike, he wants to stay on the list. 08/07/23 Mike said they have a 172 that will go into the hangar once it becomes available. They plane was donated and needs assembled.	1
5	1/14/2020	James (Skip) Clark	Restoring a Long EXZ N989LE	224-420-1400	S2244201400@gmail.com	11/5/21 Dave K - texted asking if he is still interested. 11/5/21 He said to keep him on the list. 06/12/23 Dave K - Skip called while I was gone to see where he was on the list. I called him today and let him know. 06/22/23 Dave K notified Skip that a hangar may be available in the next 30 days. 06/25/23 Dave K e-mailed Skip that the guy ahead of him hasn't made a decision on the hangar so if we offered it to him would he be ready to move right away? 06/26/23 Skip called and updated me on his situation, he is spending time between Iowa and Michigan (parental health issues) plus the plane is not airworthy yet, anticipated that it will be at the end of the year. I told him he'd retain his current spot.	1
6	4/22/2020	Kurt Wendl	Looking	515-883-0566	kurtwendl@gmail.com	05/28/20 Found this request in wrong file. 11/02/21 Dave K texted with Kurt, he will be moving back to DSM in 3 - 4 years asked be moved to bottom of the list. 05/16/23 Dave spoke with Kurt today, he will be back in Iowa in July 2025.	
7	2/16/2016	Tom Burghardt	Cessna 340, RV7	515-418-2028	tlburghardt@stineseed.com	Has a Cessna 340, tail height to and plane too long for anything but a G Hangar. But also too deep. 11/5/21 Dave K - emailed asking if he is still interested. 11/22/21 Dave K texted Tom to see if he is interested. I never heard back from the email I sent. 11/22/21 Tom called, the 340 won't fit in the T hangars however he also has an RV7 that will fit. He'd like to remain on the list. 10/26/23 Dave K - I sent Tom an e-mail to see if he'd be interested in the next hangar that becomes available.	
8	3/21/2016	CAP - Darrel Mullins	Saratoga or Motor glider	515-490-6779	darrelmullins@me.com	Dan: Passed 05/05/2020. 11/05/21 Dave K - emailed asking if he is still interested. 11/05/21 wants to stay on list.	
9	5/7/2020	Todd Freeland	Additional Plane	515-208-0819	todd@innovative-me.com	11/5/21 Dave K - emailed asking if he is still interested. 11/5/21 emailed back and asked to remain on the list.	
10	4/8/2016	Tom Kielty	Cessna 150	515-480-0313	tkielty73@gmail.com	11/5/21 Dave K - texted asking if he is still interested. 11/5/21 Tom texted back to keep him on the list.	

11	5/28/2020	Nick Wynen	Bonanza	515-965-9568	nixkiks1@gmail.com	11/5/21 Dave K - Nick wants to remain on the waiting list.
12	6/10/2020	Kayode Fajingbesi	Cessna 182	713-825-8262	Kay.Faji@yahoo.com	11/5/21 Dave K - emailed asking if he is still interested. 11/5/21 He emailed back that he would like to stay on the list.
13	6/10/2020	Darby Bauer	Looking	515-306-9465	darby.bauer@gmail.com	11/5/21 Dave K - emailed asking if he is still interested. 11/5/21 He emailed back that he would like to stay on the list. He is going to buy a second plane for cross country travel.
14	8/3/2020	John Paszek	N615BJ	619-876-8164	paszekj@gmail.com	11/5/21 Dave K - emailed asking if he is still interested. 11/5/21 emailed back asking to remain on the list. May be moving to Denver in a year but unsure if that will be long term.
15	9/2/2020	Nate Booth	Looking	515-802-2385	nate@otis8.com	11/5/21 Dave K texted, he would like to remain on the list.
16	10/9/2020	Brooks Woolson	looking	515-559-6875	brooks.woolson@gmail.com	11/6/21 Dave K talked to him, he'd like to stay on the list.
17	11/2/2017	Andy Rowland	Cessna	515-210-2452	andy@arowland.com	10/20/20 Passed on the available hangar - Dan Stull. 11/5/21 Dave K - emailed asking if he is still interested. 11/5/21 He wants to remain on the list.
18	11/5/2020	James Stogdill	Looking for Bonanza	515-240-7700	revjames.stog@gmail.com	12/07/21 - Dave K He called checking on his place on the list. He e-mailed back on 11/05/21 but never got added. I added him.
19	11/12/2020	Nate Schneider	SR22 N223TF	319-383-3206	nathan_schneider@msn.com	11/5/21 Dave K - emailed asking if he is still interested. 11/5/21 He wants to remain on the list.
20	11/20/2020	Todd Lenig	Looking	515-664-2451	tlenig@icloud.com	11/5/21 Dave K - emailed asking if he is still interested. 11/5/21 Wrote back to keep him on the list.
21	4/5/2021	Jacob Greenfield	Building Sonex B	(319)-573-9763	greenfj17@gmail.com	11/5/21 Dave K - emailed asking if he is still interested. 11/5/21 He wants to remain on the list.
22	5/1/2021	Mike Hannam	Cessna Cardinal N2829X	515-556-7290	bigyellowjeep@msn.com	11/5/21 Dave K - emailed asking if he is still interested. 11/5/21 He emailed back that he wants to stay on the list.
23	5/14/2021	Clay Wright	V Tail Bonanza	515-669-8969	claytonwright01@gmail.com	11/5/21 Dave K - emailed asking if he is still interested. 11/22/21 Dave k texted to see if he wanted to remain on the list. 11/22/21 He texted back and would like to remain on the list.
24	5/24/2021	Matt Ver Steeg	1946 Ercoupe 415-C	515-333-8787	mattversteeg@gmail.com	11/5/21 Dave K - emailed asking if he is still interested. 11/5/21 He emailed back, he wants to stay on the list. He also has a Titan Tornado II SS.
25	6/8/2021	Paul Peterson	C180	651-336-2041	fr8tdog@juno.com	11/5/21 Dave K - emailed asking if he is still interested. 11/5/21 He emailed back, he wants to stay on the list.
26	8/12/2021	David Hogan	RV6	949-410-5823	rv709rw@gmail.com	Called in, I told him to email me. Have not received email - Dan 11/22/21 Called Walter Aviation and spoke with Gretchen, she knows David. I asked her to pass my number along and for him to call me or I'll have to remove him from the list. 11/24/21 He replied back to stay on the list.
27	8/16/2021	Todd Anderson	N714AT	515-419-9142	todd@4andersons.com	11/5/21 Dave K - emailed asking if he is still interested.
28	8/23/2021	Kurt Wegge	LongEZ - N85LD	225-456-6092	123kwegge@gmail.com	11/5/21 Dave K - emailed asking if he is still interested. 11/5/21 He emailed back, he wants to stay on the list.
29	8/31/2021	Sam Marcisak	looking	515-208-7946	Sam@midioelectric.com	11/5/21 Dave K - emailed asking if he is still interested. 11/08/21 emailed back asking to stay on list.
30	8/31/2021	Chad Larson	PA32	515-202-2394	CDLChadmark@hotmail.com	Dave K - Chad sent Dave an e-mail per Jeff Wagsness. Dave e-mailed Chad back letting him know he's been added to the list. 11/5/21 Dave K - emailed asking if he is still interested. 11/5/21 he emailed back to stay on the list.
31	9/7/2021	Larry Plathe	looking - Malibu	515-508-1290	plathelarry@mchsi.com	11/5/21 Dave K - emailed asking if he is still interested.
32	10/4/2021	Kolbe Stenoien	Looking C172 or A36	515-201-6542	stenoien2@gmail.com	11/5/21 Dave K - emailed asking if he is still interested. 11/5/21 He emailed back that he wants to remain on the list.
33	8/6/2018	Ben Sweet	Looking	515-231-9062	ben.sweet_84@yahoo.com	11/3/21 Dave K - e-mailed Ben asking if he is still interested and what type of plane he has. He e-mailed right back asking to be moved to the bottom on the list.
34	11/29/2021	Nile Ackerman	RV-6	515-848-8075	nile.ackerman@gmail.com	11/29/21 Dave K - Request received. Previous T Hangar customer, lives in Colorado now. Will be moving back to Iowa.
35	1/11/2022	Tom Drew	Looking	515-490-4555	tdrew@drewlawfirm.com	01/11/22 - Dan Stull e-mailed Dave K asking to add Tom to the list. I sent Tom an e-mail that he has been added and his position on the list.
36	1/26/2022	Solar Flying Club	Looking	515-240-5272	jvimage@msn.com	01/26/22 - Dave K - Jeneanne e-mailed me asking to have Solar added to the list, I sent her their position on the list.
37	1/28/2022	Paul Reinke	RANS S21 - Building	515-201-4762	preinke@energycontroltechnologies.com	01/28/22 - Dave K - Paul e-mailed asking to be put on the list.
38	2/3/2022	Dalton Headlee	Looking	515-975-3314	dalton.headlee@gmail.com	02/03/22 - Dave K - Dalton e-mailed asking to be put on the list.

39	3/3/2022	Ken King	Looking	515-350-6201	kennethscottking@gmail.com	03/03/22 - Dave K - Ken e-mailed asking to be put on the list.
40	3/16/2022	Adam Obrecht	Looking	515-224-7849	aobrecht@aowalthadvisory.com	03/16/22 - Dave K - Adam e-mailed asking to be put on the list.
41	4/21/2022	Austin Lanphier	Looking	641-295-3058	lanphierproduce@gmail.com	04/21/22 - Dave K - Austin e-mailed asking to be put on the list.
42	4/28/2022	Marc Broer	Stinson 108	515-249-8511	skycoupe318@gmail.com	04/28/22 - Dave K - Marc e-mailed asking to be put on the list.
43	5/31/2022	John Kolbo	Bellanca Viking	402-681-0976	johnkolbo18@gmail.com	05/31/22 - Dave K - John e-mailed asking to be put on the list.
44	6/2/2022	Bill Bergren	Cessna 182	515-669-6331	bbergren1728@gmail.com	06/02/22 - Dave K - Bill e-mailed asking to be put on the list.
45	6/17/2022	Jeremy Sikes	Cessna 182	505-934-3244	flyabq@yahoo.com	06/17/22 - Dave K - Jeremy e-mailed asking to be put on the list.
46	6/17/2022	Chris Foster	Cherokee 160	515-505-5612	fosterlimo@aol.com	06/21/22 - Dave K - Chris e-mailed asking to be put on the list.
47	7/10/2022	Harold Petro	Cessna 140	515-402-1558	harleyguydsm@gmail.com	07/10/22 - Dave K - Harold e-mailed asking to be put on the list.
48	7/11/2022	Greg Jensen	Cherokee 235	515-291-3909	gregj@jcorpdesignbuild.com	07/11/22 - Dave K - Greg e-mailed asking to be put on the list.
49	7/19/2022	Raymond Kingery	Looking	515-450-7467	Raymond.Kingery@uss.s.dhs.gov	07/19/22 - Dave K - Raymond e-mailed asking to be put on the list. Won't be in the area until 2023/2024
50	8/26/2022	Shaune Osborne	Looking	515-473-8903	leigh.osborne@mchsi.com	08/26/22 - Dave K - Shaune e-mailed asking to be put on the list.
51	9/6/2022	Nichole Needs	Cessna 150	515-518-7356	nichole.triplett@gmail.com	09/06/22 - Dave K - Nichole e-mailed asking to be put on the list.
52	9/7/2022	Gravis Alger	Cirrus SR22	515-650-1620	gravis.alger@gmail.com	09/07/22 - Dave K - Gravis e-mailed asking to be put on the list.
53	9/7/2022	David Switzer	Lancair Legacy. N84V	772-332-2016	davefromcoulee@comcast.net	09/07/22 - Dave K - David e-mailed asking to be put on the list.
54	2/14/2023	Dave Seybert	Piper Cherokee	515-313-5585	daves@exec1aviation.com	02/14/23 - Dave K - Dave e-mailed asking to be put on the list.
55	2/14/2023	Aaron Hopkins	Cessna 172	515-732-4133	aahopkins@gmail.com	02/14/23 - Dave K - Aaron e-mailed asking to be put on the list.
56	3/7/2023	Gabe Roth	Citabria	515-201-8569	groth9421@gmail.com	03/07/23 - Gabe e-mailed asking to be put on the list.
57	3/14/2023	Bob Folkestad	Citabria	515-314-2424	bobf@creativewerksinc.com	03/14/23 - Bob e-mailed asking to be put on the list.
58	4/6/2023	Jeff Vosberg	PA28-235 Pathfinder	515-351-0066	vosbergj@hotmail.com	04/06/23 - Jeff e-mailed asking to be put on the list.
59	4/11/2023	Joe Kirby	Cirrus SR22	319-270-9631	jokirby@bellevue.edu	04/11/23 - Joe e-mailed asking to be put on the list.
60	4/24/2023	Mark Barnett	Cirrus SR22	319-310-2783	sharp11blade@gmail.com	04/14/23 - Mark e-mailed asking to be put on the list.
61	10/24/2018	Todd Slezak	Arrow III	319-210-3793	slezcorp@gmail.com	11/3/21 Dave K - email sent asking if he was still interested in a hangar. 11/5/21 Dave K sent a text asking about his interest. 11/5/21 texted back to stay on list. 09/22/22 Dave K e-mailed that he was next up and to verify that he wants to remain on the list. 05/05/23 Dave K emailed Todd letting him know he is next up and to verify he still wants a hangar. 05/08/23 Dave K texted Todd to see if he saw my email, he would like moved to the bottom of the list as he has a partnership in Ames. I asked him to send that back to me as an e-mail. 05/13/23 Todd email and said to move him to the back of the list.
62	6/12/2023	Corbin McClavy	Looking	515-612-5125	cbinmc@gmail.com	06/12/23 - Corbin e-mailed asking to be put on the list.
63	1/10/2020	Andy Maysent	Looking	515-231-1422	amaysent@mecresults.com	11/05/21 Dave K - texted asking if he is still interested. 11/06/21 texted back to remain on list. 06/13/23 Dave K - Andy emailed that he won't be buying a plane for 2 - 3 years and that I could move him to the bottom of the list.
64	12/23/2019	Ben Welch	Lancair, Robinson, C172	217-497-4992	bwelch54@msn.com	11/05/21 Dave K - emailed asking if he is still interested. 11/05/21 He emailed back that he wants to stay on the list. 06/13/23 Dave K e-mailed Ben to see if he wanted to take a hangar when one becomes available. 06/22/23 Dave K notified Ben that J-05 is available starting July 1st. 06/22/23 Ben e-mailed back asking questions about the hangar. 06/23/23 Dave K sent an e-mail answering the questions. 06/24/23 Dave K sent a follow-up e-mail to see if he has any additional questions. 06/25/23 Ben e-mailed back and will pass this time, they will be in NV for the next three years as his son and wife attend medical school. I told him I'd keep him on the list and move him to the bottom. Dave K found Ben was on the list two other times, those have been removed.
65	7/11/2023	Ryan White	Cessna	515-707-0124	ryanwhite72@gmail.com	07/11/23 Dave K received an e-mail from Ryan to be added to the list.

66	8/10/2023	Ryan Brosz	Building RV-14	641-420-2700	rbrosz@gmail.com	08/10/23 Dave K received an e-mail from Ryan to be added to the list.
67	9/20/2023	Patrick Murphy	Commander 114 N4722W	518-817-6847	22wcarpediem@gmail.com	09/20/23 Dave K received an e-mail from Patrick to be added to the list.
68	6/7/2017	Mike Hubbell	Phoenix motor glider	515-988-3646	mchubbell@gmail.com	11/5/21 Dave K - e-mailed Mike asking if he is still interested and what type of plane he has. 11/7/21 Dave K texted Mike the e-mail that was sent. 11/7/21 he emailed back and would like to stay on the list. He has an SR22 and is thinking about adding a smaller plane, a car and a project in this hangar. 05/09/23 Dave K emailed Mike to let him know he was number four on the list and if he still wanted a hangar. 05/09/23 Mike emailed back, he sold his SR22, the motor glider will be here in July or August. I let him know if he's not ready to move in when his name comes up we move to the next person on the list. 05/22/23 Dave K e-mailed Mike to let him know a hangar will be available July 1st. 06/26/23 Dave K e-mailed Mike that he is next up on the list and I should have a hangar available at the end of July. I told him if he has a firm delivery date on his plane we may be able to do something. 08/04/23 Dave K - I emailed Mike to see if he has an ETA on his plane as I may have a hangar opening soon. 08/07/23 Mike called (Kappy spoke to him) and said the plane has been shipped and will be here in 30 days, he can produce a BOL if needed. Dave emailed Mike that a BOL would be fine once a hangar come open and that I have one that should open this month. 08/28/23 Dave K emailed Mike to see if his plane was close to arriving and that the hangar he will be offered should open in the next 30 days or so. 09/25/23 Mike called Dave - He was expecting to take delivery in August or September but the delivery has been delayed until November. The plane is on the water or in customs waiting to be released, that was unclear to me. Mike has sent me the BOL so it seems legit, I don't doubt anything he is saying. He wanted to know if that was going to be an issue for him getting a hangar since he won't have the plane to put into it immediately. The plane will spend 4 - 5 months in Arizona (he goes there in the winter time). He is looking to purchase a second plane so eventually something will be here all year round. I've asked Paul Moritz for his thoughts. 10/26/23 Dave K called Mike to let him know I've got a hangar for him, his plane is not here yet, he's now being told November 9th. He now doesn't want to take the hangar because the plane won't be here for half the year, it'll be in Arizona with him and he doesn't feel right about that. He asked to be moved to the bottom of the list.

SOUTH HANGAR						
1	2/17/2020	Jeff Brandt	D8 - C172	515-321-0155	brandtjd67@gmail.com	06/22/23 Dave K e-mailed Jeff to see if he's interested in the B-04 if it becomes available. 06/23/23 Jeff emailed back wanting to know who was going to fix the insulation and leaking roof. I told him I brought the issue to the airport manager and it's now out of my hands. I asked him to let me know if he wants it or not, if he doesn't I'll move to the next person on the list. 06/23/23 Jeff has decided he'll take the hangar when it becomes available. 08/28/23 Brant spoke to Dave, he's not quite ready to move to a South facing hangar, after speaking with Dan Stull we saw no reason we couldn't swap Jeff and Scott Wallace who is currently number 2).
2	11/11/2020	Ken Ashley	E8 - RV7	515-782-2803	malibuf16@gmail.com	06/22/23 Dave K e-mailed to see if he's still interested in a South facing hangar when one becomes available. 06/22/23 Ken emailed back and said he's ready to move when one becomes available.
3	1/27/2022	Scott Biller	E6 - Dakota	515-240-0858	Scott.Biller1@gmail.com	06/22/23 Dave K e-mailed to see if he's still interested in a South facing hangar when one becomes available. 06/22/23 Scott emailed back that he's still interested.
4	2/15/2016	Paul Reinke	E4 - Mooney 201	515-201-4762	preinke@energycontroltechnologies.com	Paul is building a plane that will eventually go in the hangar. 06/22/23 Dave K e-mailed to see if he's still interested in a South facing hangar when one becomes available.
5	12/27/2016	Dave Kalwishky	E10 - C182	515-314-7060	dave@kalwishky.com	Dianna: Declined A-2 on 12/16 and asked to stay on the list, but move to the bottom. / Dave K: passed on 06/28/22, asked to stay on list. 06/22/23 Dave K asked himself if he wanted to stay on the South facing list and he said yes.

6	1/30/2017	Tony Palmer	A9 - C182	515-681-0446	onfinalflying@icloud.com	Dave K: contacted Tony to see if he's interested, he will get back to me tomorrow. Tony declined the hangar and asked to stay on the list. 06/22/23 Dave K e-mailed to see if he's still interested in a South facing hangar when on becomes available.
7	7/11/2023	Ryan White	A10 - RV6	515-707-0124	ryanwhite72@gmail.com	07/11/23 Dave K received an e-mail from Ryan to be added to the list.

BOX HANGAR - The numbers do not represent any kind of order. They exist so we know how many pilots are interested.						
1	6/26/2022	JR Boesen	Cirrus			JR mentioned he might be interested in one of these.
2	6/26/2022	Ken Ashley	E8 - RV7	515-782-2803	malibuf16@gmail.com	Looking for a second plane, said he'd be interested in one of these hangars.
3	6/26/2022	Marty Jorgensen	F8 - C310R			I mentioned to Kirk Enos about the new hangars, let them know when the time comes.
4	7/9/2022	Paul Novak	Archer	515-240-3982	phnovak@aol.com	07/07/22 Dave K: Paul texted Dave asking to be put on the list.
5	2/17/2023	Mike Hubbell	SR 22 / Motor glider	515-988-3646	mchubbell@gmail.com	02/17/23 Dave K: Mike called in asking about his position on the T hangar list, we talked about these hangars and he asked to be put on the list.

GARAGE SPACE						
1	10/24/2018	Todd Slezak		319-210-3793	toddslezak@aol.com	
2	8/12/2019	Bob Folkestad		515-645-5902	bobf@creativewerksinc.com	
3	8/18/2019	Dan Stull		515-447-2339	dan@stullcompanies.com	
4	10/28/2020	Marc Broer			skycoupe318@gmail.com	Only wants B-SE
5	10/28/2020	Ken Anderson				Will Pass on all others. Only wants G-NW - For door size
6	11/17/2020	Nic Rupiper		515-564-9715	nicholasrupiper@yahoo.com	
7	4/6/2020	Jacob Greenfield	Building A/C	319-573-9783	greenfj17@gmail.com	
8	7/7/2020	Todd Freeland		515-208-0819	todd@innovative-me.com	
9	2/3/2022	Dalton Headlee		515-975-3314	dalton.headlee@gmail.com	
10	4/21/2022	Lisa Reilly		515-661-4553		

COMMUNITY HANGAR						
1	9/8/2021	Darrel Mullins	Saratoga	515-490-6779	darrelmullins@me.com	Dave K added him to the list from a phone call. 02/13/22 Sent email with his position on the list and if he wants to stay on it. 02/14/22 He e-mailed back and wants to stay on the list. 11/26/22 Dave K e-mailed and asked if he'd like to stay on the list. 11/28/22 Darrel emailed back and would like to stay on the list.
2	11/8/2021	Nate Schneider	SR22 N223TF	319-383-3206	nathan_schneider@msn.com	02/13/22 Sent email with his position on the list and if he wants to stay on it. 02/14/22 He e-mailed back and wants to stay on the list. 11/26/22 Dave K e-mailed and asked if he'd like to stay on the list.
3	2/7/2022	Craig Davidson	Piper Super Cub	515-393-7203	craigmel13@yahoo.com	02/07/22 - Request received. 02/13/22 Sent email with his position on the list and if he wants to stay on it. 11/26/22 Dave K e-mailed and asked if he'd like to stay on the list. 12/4/22 Craig emailed back and would like to stay on the list.
4	4/11/2023	Joe Kirby	Cirrus SR22	319-270-9631	josefkirby@gmail.com	04/01/23 - Joe called in, he is interested in space in a few months.



ANKENY CITY COUNCIL
POLK COUNTY AVIATION AUTHORITY MEETING

November 9, 2023
5 : 00 PM

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 **Print**

?? ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL: ??
Exercise Financial Discipline

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve the October 5, 2023, minutes.

EXECUTIVE SUMMARY:

FISCAL IMPACT: ??**No**

STAFF RECOMMENDATIONS:


PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Minutes

MINUTES OF THE POLK COUNTY AVIATION AUTHORITY (PCAA)
Thursday, October 5, 2023 - 5:00 PM
Ankeny Regional Airport, 3700 SE Convenience Blvd., Ankeny, Iowa

Chairman Jeff Wangsness called the meeting to order at 5:00 PM. Board Members William Gardner, Dr. Paul Novak and Greg Johnson were in attendance. Todd Ashby joined the meeting electronically. Dave Kalwishky (Exec 1), Jay Pudenz (McClure), Airport Board Manager Paul Moritz, City Attorney Amy Beattie, Administrative Services Director Jennifer Sease, and Recording Secretary Diane Klemme were also present.

Approval of Agenda

Board Member Gardner moved, second by Novak, to approve the agenda without amendment. Ayes: 5.

FBO Report

Dave Kalwishky reviewed his FBO Report with the Board.

Finance / Budget Report

Gardner reported on the 10/5/23 listing of bills.

Consent Agenda Items

1. Approval of September 7, 2023, minutes.
2. Payment #5 to HDR Engineering, Inc. for services that include Professional Consulting for Runway 18/36 in the amount of \$35,846.50.
3. Payment #11 to McClure Engineering for General On-Call Engineering Services in the amount of \$2,283.75.
4. Payment #2 to McClure Engineering Company for Site Work & Vertical Infrastructure – Construction Mgmt. Administration & Observation Service for the North Property Line Box Hangars in the amount of \$6,219.31.
5. Payment #11 to McClure Engineering for AIP Site Work & GAVI Vertical Infrastructure for the North Property Line Box Hangars in the amount of \$2,792.00.
6. Approval of Bills and Transfer of Necessary Funds, \$113,681.61.
7. Approval of October 2023 Financial Reports.

Approval of Consent Agenda Items

Board Member Johnson moved, second by Novak, to approve Consent Agenda Items CA-1 through CA-7. Ayes: Johnson, Novak, Ashby, Gardner, Wangsness.

New Business

1. **RESOLUTION 2023-25** accepting the Iowa DOT Grant Agreement for partial funding of the Taxiway D Apron and Access Roadway Paving – Phase 4 project. Johnson moved, second by Novak. Ayes: Johnson, Novak, Ashby, Gardner, Wangsness.
2. Motion to approve the completion of an Independent Fee Estimate (IFE) of McClure Task Order No. 4 – Runway 18/36 Reconstruction Design/Bidding Services by Foth Engineering. Johnson moved, second by Novak. Ayes: Johnson, Novak, Ashby, Gardner, Wangsness.

3. Motion to approve the proposal from 818 Design Services in the amount of \$5,250.00 for the design, specifications and installation oversight for the large signs on the Airport Signing and Entry Improvement Project. Novak moved, second by Johnson. Ayes: Novak, Johnson, Ashby, Gardner, Wangsness.

Reports

1. Engineering Report – Pudenz
 - a. North Property Line Box Hangars Project: Construction Schedule and Storage Change Order
 - b. Tee Hangar Gutter Replacements: Specifications and Estimate by McClure
2. Staff Report – Moritz
 - a. Tee Hangar Inspections – completed September 12, 2023
 - b. Quarterly Exec 1/PCAA Coordination Meeting
 - c. Land Lease for Beekeeping: Chad Chiocine
 - d. Additional Emergency Patching of Runway 18/36 – October 3, 2023
 - e. Pavement Markings on Parking Lots and Tie Downs by Spec USA
 - f. 2025 Airport Capital Improvements Program - Schedule
3. Legal Counsel Report - None
4. Board Report – None
5. Chair Report – None

Executive Session

- A. At 6:03 p.m. Gardner moved, second by Novak, to go into Executive Session pursuant to the provisions of Iowa Code Section 21.5(1)(c) “to discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in that litigation”. Ayes: Gardner, Novak, Ashby, Johnson, Wangsness. The Board adjourned the Executive Session and reconvened to regular session at 6:22 p.m.

Adjournment

The meeting was adjourned at 6:23 p.m.

Attest: _____
Diane Klemme, Recording Secretary

Signed: _____
Jeff Wangsness Chairperson

Published in the Des Moines Register on the 13th day of October, 2023.



ANKENY CITY COUNCIL

POLK COUNTY AVIATION AUTHORITY MEETING

November 9, 2023
5 : 00 PM

??

 **Print**

?? ORIGINATING DEPARTMENT:

Finance

COUNCIL GOAL:

Exercise Financial Discipline

??

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #12 in the amount of \$4,095.00 to McClure Engineering for General On-Call Engineering Services.

EXECUTIVE SUMMARY:

FISCAL IMPACT: ??No

STAFF RECOMMENDATIONS:


PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 McClure Engineering Invoice #12 for General On-Call Engineering Services

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: General On-Call Engineering Services
Contractor: McClure Engineering Company
Address: 1360 NW 121st St, Suite A, Clive, IA 50325
Finance Budget Code: 644 **Finance Project Code:** N/A
Vendor Project or Invoice #: 2022001042-000 **PO #** N/A
Original Contract Date: October 6, 2022 **Vendor #** N/A

Date of Board Meeting 9-Nov-23 **PAYMENT REQUEST #** 12
PAYMENT PERIOD: From: 08/27/23 through: 09/30/23

Contract Summary

Original Contract Amount:	\$	-	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)			\$34,739.75
Total completed and stored to date:		\$34,739.75	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:			\$34,739.75
Less previous applications for payment:			\$30,644.75
SUBTOTAL			\$ 4,095.00

OTHER CHARGES (Please attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 4,095.00

Balance to finish, including retainage: -

Contract Time Remaining (If applicable) N/A ##

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.

Engineer/Consultant Approval: McClure Engineering Company
Signature: [Signature] Date: 10/27/2023
Firm Name

PCAA Approval:
Signature: _____ Date: _____

City of Ankeny Staff Approval:
Signature: _____ Date: _____

Work completed:
-Site visit to review north T-hangar gutters
-Preparation of site plan exhibit, proposal form and opinion of probalbe cost information for the T-hangar gutter replacement project
-Coordination of easement exhibit with MidAmerican Energy

Paul Moritz, cc:Jennifer Sease
Email: PMoritz@Ankenyiowa.gov; jsease@ankenyiowa.gov Phone: 515-965-6420 Fax: 515-965-6416

Date Printed: 10/27/2023



1360 NW 121st Street
Clive, IA 50325

Paul Moritz
Polk County Aviation Authority
410 West First St
Ankeny, IA 50023

September 30, 2023
Project No: 2022001042-000
Invoice No: 12
Due Date: October 30, 2023

Project 2022001042-000 Ankeny Regional Airport - General On-Call Services

Professional Services from August 27, 2023 to September 30, 2023

Phase 163 General On-Call Services

	Hours	Rate	Amount	
Project Manager I	3.00	185.00	555.00	
Engineer I	12.00	125.00	1,500.00	
Engineering Technician II	1.00	135.00	135.00	
Engineer V	5.00	285.00	1,425.00	
Project Manager III	1.50	230.00	345.00	
Project Coordinator	1.00	135.00	135.00	
Totals	23.50		4,095.00	
Total Labor				4,095.00
		Total this Phase		\$4,095.00
		Total Due this Invoice		\$4,095.00



ANKENY CITY COUNCIL
POLK COUNTY AVIATION AUTHORITY MEETING

November 9, 2023
5 : 00 PM

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 **Print**

?? ORIGINATING DEPARTMENT:

Finance

COUNCIL GOAL:

Exercise Financial Discipline

??

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Environmental Assessment Task Order Two-Payment #6 in the amount of \$24,190.80 to HDR Engineering, Inc. for services that include Professional Consulting for Runway 18/36.

EXECUTIVE SUMMARY:

FISCAL IMPACT: ??**No**

STAFF RECOMMENDATIONS:


PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 HDR Engineering - Invoice 6 for Professional Consulting Services

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: PCAA - Professional Consulting Services (EA) Task Order 2
Contractor: HDR Engineering Inc.
Address: 300 East Locust Street, Suite 210, Des Moines, IA 50309 644
Finance Budget Code: **Finance Project Code:** N/A
Vendor Project or Invoice #: 1200559290 **PO #** N/A
Original Contract Date: February 9, 2023 **Vendor #** N/A

Date of Board Meeting 10/5/2023 **PAYMENT REQUEST # Six (6)**
PAYMENT PERIOD: From: 08/27/23 through: 09/30/23

Contract Summary

Original Contract Amount:	\$	221,304.00	
Net change by Change Orders:	\$	26,776.00	
Contract Amount to Date: (line 1 ± 2)	\$	248,080.00	
Total completed and stored to date:	\$	94,307.60	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	94,307.60	
Less previous applications for payment:	\$	70,116.80	
SUBTOTAL	\$		24,190.80

OTHER CHARGES (Please attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 24,190.80

Balance to finish, including retainage: \$ 153,772.40

Contract Time Remaining (If applicable) N/A ##

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.

Engineer/Consultant Approval: HDR Engineering Inc.
Firm Name

Jerry Searle 3-Oct. 23
Signature Date

PCAA Approval:
Signature Date

City of Ankeny Staff Approval:
Signature Date

Work completed: Wetland Coordination, Noise Analysis, P&N, Alternatives, Envir. Consequences

Submit to: Paul Moritz; cc: Jennifer Sease, Terri Havens

Email: pmoritz@ankenyiowa.gov; jsease@ankenyiowa.gov; thavens@ankenyiowa.gov **Phone:** 515-965-6428 **Fax:** 515-965-6416



Invoice

HDR Engineering, Inc.
Omaha, NE 68114-4098
Phone: (402) 399-1000

Reference Invoice Number with Payment

HDR Invoice No. 1200559290
Invoice Date 2-Oct-2023
Invoice Amount Due \$24,190.80
Payment Terms Net 30

Polk County Aviation Authority
410 West 1st St
Ankeny, IA 50023

Remit to PO Box 74008202
Chicago, IL 60674-8202
Wire transfer to Bank of America ML US
ABA #081000032
Account# 355004076604

Environmental Assessment (EA) for the Ankeny Regional Airport

Professional Services

From: 27-Aug-2023 To: 30-Sep-2023

Professional Services	Fee	Percent Complete	Fee Earned To Date	Previous Fee Invoiced	Current Fee Invoiced
Environmental Assessment	\$201,590.00	44.00%	\$88,699.60	\$64,508.80	\$24,190.80
Conduct Public Hearing	\$14,106.00	0.00%	\$0.00	\$0.00	\$0.00
Cultural Resources Survey	\$5,608.00	100.00%	\$5,608.00	\$5,608.00	\$0.00
Additional Cultural Resources Survey	\$26,776.00	0.00%	\$0.00	\$0.00	\$0.00
	\$248,080.00	38.01%	\$94,307.60	\$70,116.80	\$24,190.80

HDR Internal Reference Only

Client Number	44511
Business Unit	10134
Project Number	10365698



ANKENY CITY COUNCIL

POLK COUNTY AVIATION AUTHORITY MEETING

November 9, 2023
5 : 00 PM

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 **Print**

?? ORIGINATING DEPARTMENT:

Finance

COUNCIL GOAL:

Exercise Financial Discipline

??

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #3 in the amount of \$9,097.03 to McClure Engineering for Site Work & Vertical Infrastructure – Construction Mgmt, Administration & Observation Service for the North Property Line Box Hangars.

EXECUTIVE SUMMARY:

FISCAL IMPACT: ??No

STAFF RECOMMENDATIONS:


PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 McClure Engineering Invoice #3 Site Work and Vertical Infrastructure for Box Hangars

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



(Site Work and Vertical Infrastructure):
Project Title: Construction Management, Administration, and Observation
Contractor: McClure Engineering Company
Address: 1360 NW 121st St, Suite A, Clive, IA 50325
Finance Budget Code: 644 **Finance Project Code:** N/A
Vendor Project or Invoice #: 2022001042-002 **PO #** N/A
Original Contract Date: July 10, 2023 **Vendor #** N/A

Date of Board Meeting 9-Nov-23 **PAYMENT REQUEST #** 3
PAYMENT PERIOD: From: 08/27/23 through: 09/30/23

Contract Summary

Original Contract Amount:	\$	125,162.00
Net change by Change Orders:	\$	-
Contract Amount to Date: (line 1 ± 2)	\$	125,162.00
Total completed and stored to date:	\$	22,305.09
Retainage: 0 % of Completed Work:	\$	-
Total Earned less Retainage:	\$	22,305.09
Less previous applications for payment:	\$	13,208.06
SUBTOTAL	\$	9,097.03

OTHER CHARGES (Please attach an itemized list) \$ -


CURRENT PAYMENT DUE \$ 9,097.03

Balance to finish, including retainage: \$ 102,856.91

Contract Time Remaining (If applicable) N/A ##

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.

Engineer/Consultant Approval: McClure
Firm Name

Signature:  Date: 10/27/2023

PCAA Approval:

Signature: _____ Date: _____

City of Ankeny Staff Approval:

Signature: _____ Date: _____

Work Completed: See attached Progress Report.

Submit to: Paul Moritz, cc: Alexia Grgurich

Email: pmoritz@ankenyiowa.gov; AGrgurich@AnkenyIowa.gov Phone: 515-965-6420 Fax: 515-965-6416

Date Printed: 10/27/2023



Paul Moritz
Polk County Aviation Authority
410 West First St
Ankeny, IA 50023

September 30, 2023
Project No: 2022001042-002
Invoice No: 3
Due Date: October 30, 2023

Project 2022001042-002 Ankeny - North Property Line Box Hangars (Site Work and Vertical Infrastructure): Construction Management, Administration, and Observation Services

Professional Services from August 27, 2023 to September 30, 2023

Phase 1 Part IA: Construction Administration/Observation Services - AIP Services

Total Labor 29.75 **1,824.96**

Overhead 207.09 % of 1,824.96 3,779.31 **3,779.31** **3,779.31**

Billing Phase	Fee	Percent Complete	Earned	Previous Billing	Current Billing
Fixed Fee	8,100.00	18.00	1,458.00	972.00	486.00
Total Fee	8,100.00		1,458.00	972.00	486.00
Total Fee					486.00

	Current	Prior	To-Date
Total Billings	6,090.27	7,096.33	13,186.60
Contract Limit (not-to-exceed)			63,209.00
Contract Limit Remaining			50,022.40
Total this Phase			\$6,090.27

Phase 2 Part IB: Construction Administration/Observation Services - GAVI Services

Total Labor 19.25 **841.76**

Overhead 207.09 % of 841.76 1,743.20 **1,743.20** **1,743.20**

Billing Phase	Fee	Percent Complete	Earned	Previous Billing	Current Billing
---------------	-----	------------------	--------	------------------	-----------------

Project	2022001042-002	Ankeny: N. Property Line Box Hangar - CA				Invoice	148203
Fixed Fee		7,030.00	18.00	1,265.40	843.60	421.80	
Total Fee		7,030.00		1,265.40	843.60	421.80	
Total Fee							421.80

	Current	Prior	To-Date
Total Billings	3,006.76	6,111.73	9,118.49
Contract Limit (not-to-exceed)			55,753.00
Contract Limit Remaining			46,634.51

Total this Phase \$3,006.76

Phase 3 Part IB: Construction Administration/Observation Services - GAVI Services:
Subconsultant

	Current	Prior	To-Date
Total Billings	0.00	0.00	0.00
Contract Limit (not-to-exceed)			6,200.00
Contract Limit Remaining			6,200.00

Total this Phase 0.00

Total Due this Invoice \$9,097.03

Outstanding Invoices

Number	Date	Balance
2	8/31/2023	6,219.31
Total		6,219.31



Phone **515.965.6420**
Fax
Email: pmoritz@ankenyiowa.gov

NEXT REPORT **OCTOBER 2023**



ANKENY CITY COUNCIL
POLK COUNTY AVIATION AUTHORITY MEETING

November 9, 2023
5 : 00 PM

 **Print**

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?? ORIGINATING DEPARTMENT:

Finance

COUNCIL GOAL:

Exercise Financial Discipline

??

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Bills and Transfer of Necessary Funds in the amount of \$84,525.83

EXECUTIVE SUMMARY:

FISCAL IMPACT: ??No

STAFF RECOMMENDATIONS:


PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Listing of Bills

POLK COUNTY AVIATION AUTHORITY
LISTING OF BILLS TO BE APPROVED
FOR THE NOVEMBER 9, 2023 BOARD MEETING

Vendor	Amount	Date of Invoice	Description
Baker Electric	2,429.22	09/28/23	6882 Repair rotating beacon
Brick Gentry Law Firm	1,695.00	09/25/23	General legal services
Brick Gentry Law Firm	2,385.00	10/25/23	General legal services
Coleman Moore Company	10,098.00	10/09/23	Runway Fast Patch 5000 - 68 pails @\$148.50/pail
Controlled Access	894.00	10/13/23	Keypad replacement at North operator
Cutting Edge Outdoors, LLC	1,290.00	10/15/23	Perimeter mowing and additional fence line mowing on 10/02/23
Des Moines Register	129.07	10/13/23	September A/P, minutes
Exec 1 Aviation	5,000.00	10/31/23	On-site management fee
Exec 1 Aviation	170.60	10/12/23	Replacement of master gate locks
McClure Engineering	4,095.00	09/30/23	Professional services through 10/31/23
MidAmerican Energy	442.03	10/10/23	Lift station; Runway lights
New Deal Deicing	5,601.81	10/19/23	2 pallets (55 40-lb bags) granular deicer
Perficut	1,348.00	10/31/23	Aquatic Herbicide Application on 10/25/23
Ridnour Construction	3,615.00	10/03/23	Fast Patch 5000 applied to multiple holes on the main runway, hauled away debris
Speck USA	1,759.52	10/18/23	Restripe parking area markings
Tenant deposit refund	170.00	10/31/23	Gary Smith hangar lease B-04 deposit returned
USDA, APHIS, General	1,015.75	10/02/23	Wildlife mitigation services through 09/30/2023
Total Airport Operations Fund	\$ 42,138.00		
McClure Engineering	8,100.00	10/31/23	North Property Line Box Hangers 10/01/23-10/21/23
McClure Engineering	9,097.03	09/30/23	North Property Line Box Hangers 08/27/23 - 09/30/23
HDR Engineering	24,190.80	09/30/23	Task Order Two: Environmental Assessment services 01/29/23 - 04/01/23
818, LLC	1,000.00	10/11/23	Down Payment for Signage Design Services
Total Capital Improvements Fund	\$ 42,387.83		
Grand Total	\$ 84,525.83		

See attachments for more information regarding:

Contractor/project costs

Snow removal costs, if applicable

Insurance renewal costs, if applicable



ANKENY CITY COUNCIL
POLK COUNTY AVIATION AUTHORITY MEETING

November 9, 2023
5 : 00 PM

??

 **Print**

?? ORIGINATING DEPARTMENT:

Finance

COUNCIL GOAL:

Exercise Financial Discipline

??

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve November 2023 Financial Reports.

EXECUTIVE SUMMARY:

FISCAL IMPACT: ??No

STAFF RECOMMENDATIONS:


PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 November Financial Reports

POLK COUNTY AVIATION AUTHORITY**Balance Sheet**

As of October 31, 2023

Oct 31, 23**ASSETS**

Current Assets

Checking/Savings

102 · FIRST NATIONAL BANK

6,433,958.96

Total Checking/Savings

6,433,958.96

Other Current Assets

113 · PRE-PAID EXPENSES

44,037.45

114 · LEASE RECEIVABLE

747,148.49

Total Other Current Assets

791,185.94

Total Current Assets

7,225,144.90

Fixed Assets

140 · NON-DEPRECIABLE ASSETS

6,956,965.27

141 · DEPRECIABLE ASSETS

26,159,214.02

180 · CONSTRUCTION IN PROGRESS

1,159,103.39

181 · ACCUMULATED DEPRECIATION

(18,654,624.06)

Total Fixed Assets

15,620,658.62

TOTAL ASSETS22,845,803.52**LIABILITIES & EQUITY**

Liabilities

Current Liabilities

Accounts Payable

202 · ACCOUNTS PAYABLE

83,913.80

Total Accounts Payable

83,913.80

Other Current Liabilities

206 · DEFERRED REVENUE

10,375.52

207 · HANGAR/LEASE ADVANCE DEPOSITS

15,585.00

209 · DEFERRED LEASE REVENUE

727,756.69

Total Other Current Liabilities

753,717.21

Total Current Liabilities

837,631.01

Total Liabilities

837,631.01

Equity

3000 · INVESTED IN CAPITAL ASSETS

15,541,825.02

3001 · UNRESTRICTED NET ASSETS

6,579,787.21

3003 · RESTRICTED FOR AIRPORT IMPROVE

(113,439.72)

Total Equity

22,008,172.51

TOTAL LIABILITIES & EQUITY22,845,803.52

POLK COUNTY AVIATION AUTHORITY
Profit & Loss Budget vs. Actual

July through October 2023

	Jul - Oct 23	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
400 · MEMBER GOVERNMENT ASSESSMENTS	663,465.93	1,326,932.00	(663,466.07)	50.0%
401 · LEASE AND LICENSE FEE INCOME	72,400.07	246,000.00	(173,599.93)	29.43%
403 · FUEL FEE INCOME	13,570.28	51,000.00	(37,429.72)	26.61%
404 · INTEREST INCOME	(5,417.93)			
407 · OTHER REVENUE	100.00	0.00	100.00	100.0%
Total Income	744,118.35	1,623,932.00	(879,813.65)	45.82%
Gross Profit	744,118.35	1,623,932.00	(879,813.65)	45.82%
Expense				
601 · OFFSITE MANAGEMENT SERVICES	0.00	66,300.00	(66,300.00)	0.0%
602 · POSTAGE & OFFICE SUPPLIES	270.89	900.00	(629.11)	30.1%
603 · ONSITE MANAGEMENT SERVICES	20,000.00	60,000.00	(40,000.00)	33.33%
609 · FINANCIAL SERVICES	1.40	100.00	(98.60)	1.4%
610 · ADVERTISING & PROMOTION	88.90	700.00	(611.10)	12.7%
611 · PUBLICATIONS	389.52	2,500.00	(2,110.48)	15.58%
612 · CONFERENCES AND SEMINARS	1,154.01	4,000.00	(2,845.99)	28.85%
613 · LEGAL SERVICES	7,125.00	23,000.00	(15,875.00)	30.98%
614 · AUDIT SERVICES	2,700.00	13,900.00	(11,200.00)	19.42%
616 · GENERAL INSURANCE	2,386.35	6,600.00	(4,213.65)	36.16%
617 · PROPERTY INSURANCE	12,468.58	38,400.00	(25,931.42)	32.47%
618 · PUBLIC OFFICIALS INSURANCE	483.70	1,500.00	(1,016.30)	32.25%
630 · SNOW REMOVAL & MOWING	10,849.81	102,000.00	(91,150.19)	10.64%
631 · REPAIRS & MAINTENANCE (General)	81,535.78	101,000.00	(19,464.22)	80.73%
640 · UTILITIES	1,852.94	6,900.00	(5,047.06)	26.85%
644 · AIRPORT PLANNING & ENGINEERING	9,947.50	75,000.00	(65,052.50)	13.26%
645 · MISCELLANEOUS	0.00	100.00	(100.00)	0.0%
703 · NORTH PROPERTY LINE BOX HANGARS	52,402.42	0.00	52,402.42	100.0%
721 · TAXIWAY D ACCESS ROAD	0.00	1,200,000.00	(1,200,000.00)	0.0%
729 · STRENGTHEN & EXTEND RW 18/36	60,037.30	920,000.00	(859,962.70)	6.53%
730 · SIGNING AND ENTRY IMPROVEMENTS	1,000.00	0.00	1,000.00	100.0%
736 · REMOVE & REPLACE PAVEMENT	0.00	1,041,000.00	(1,041,000.00)	0.0%
Total Expense	264,694.10	3,663,900.00	(3,399,205.90)	7.22%
Net Ordinary Income	479,424.25	(2,039,968.00)	2,519,392.25	(23.5%)
Other Income/Expense				
Other Income				
402 · INVESTMENT INCOME	59,562.63	27,000.00	32,562.63	220.6%
504 · FAA GRANT REIMBURSEMENT	0.00	1,791,460.00	(1,791,460.00)	0.0%
505 · STATE GRANT REIMBURSEMENT	0.00	600,000.00	(600,000.00)	0.0%
Total Other Income	59,562.63	2,418,460.00	(2,358,897.37)	2.46%
Net Other Income	59,562.63	2,418,460.00	(2,358,897.37)	2.46%
Net Income	538,986.88	378,492.00	160,494.88	142.4%

POLK COUNTY AVIATION AUTHORITY

A/R Aging Summary

As of October 31, 2023

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
TOTAL	0.00	0.00	0.00	0.00	0.00	0.00

Sheet	Project Name	Contractors	Grant Eligible?	Original Contract Amount	Change orders & Non-Contract	Total Project Cost	Expenditures to date	Remaining Obligation	Retainage	Expected Grant Receipts	Grant Funds Received to date:	FY Completed
Sheet01	General Engineering - 2022 Agreement	McClure Engineering	EXP	34,739.75	-	34,739.75	34,739.75	-	-	-	-	-
Sheet08	General Planning - 2022 Agreement	HDR Engineering	EXP	42,000.00	-	42,000.00	12,692.01	29,307.99	-	-	-	-
Sheet09	Wildlife Exclusion Fence	McClure & Minturn	FAA	1,734,213.00	39,286.51	1,773,499.51	1,773,499.51	-	-	1,560,177	1,560,177	FY18
Sheet02	IKV Grading & Drainage Plan	HDR Engineers	EXP	43,304.00	-	43,304.00	43,304.00	-	-	-	-	FY19
Sheet10	Protect RW18 Land Acquisition-LGI	Snyder & Associates	FAA	18,900.00	743,119.59	762,019.59	762,019.59	-	-	685,653	685,653	FY19
Sheet17	3-Year Vegetation Control Agreement	Perficut ('17-'19)	EXP	28,445.00	(13,710.00)	14,735.00	14,735.00	-	-	-	-	FY20
Sheet15	Drainage Channel Improvements	McClure & RW Excavating	laDOT	191,633.80	11,925.19	203,558.99	203,558.99	-	-	76,950	76,950	FY20
Sheet16	Taxiway D Apron Access Road & Utilities - Phase 1	McClure & Sternquist	laDOT	633,250.00	54,844.02	688,094.02	688,094.02	-	-	225,000	225,000	FY20
Sheet06	Taxiway Rehab & Reconstruction-2018	McClure & Con-Struct	FAA	1,635,735.05	7,406.00	1,643,141.05	1,643,141.05	-	-	1,393,240	1,393,240	FY21
Sheet14	Bi-Fold Hangar Door Replacement	Jensen Builders	laDOT	130,075.00	9,900.00	139,975.00	139,975.00	-	-	75,000	75,000	FY21
Sheet05	SE Convenience Blvd Extension	City of Ankeny	EXP/RISE	877,279.79	115,104.30	992,384.09	991,544.82	-	-	-	-	FY21
Sheet04	Taxiway D Access Road & Utilities - Phase 2	McClure, SandStone	EXP	746,334.00	(19,963.60)	726,370.40	726,370.40	-	-	-	-	FY22
Sheet21	Taxiway D Apron and Access Roadway Paving-Phase 2	McClure, Concrete Tech	EXP	682,393.50	6,027.81	688,421.31	685,371.31	3,050.00	-	-	-	FY22
Sheet12	Protect RW18 Land Acquisition-Clark	Various	TBD	-	897,154.77	897,154.77	897,154.77	-	-	-	-	FY23
Sheet19	Protect RW18 Land Acquisition-Disposal	Various	EXP	-	29,955.00	29,955.00	29,955.00	-	-	-	-	FY23
Sheet18	3-Year Vegetation Control Agreement	Perficut ('20-'22)	EXP	47,586.00	-	47,586.00	47,066.00	520.00	-	-	-	FY22
Sheet03	Wildlife Hazard Mitigation	USDA, APHIS, General	EXP	39,000.00	-	39,000.00	31,658.82	7,341.18	-	-	-	-
Sheet20	Runway 18/36 Rehabilitation	McClure & Fahrner	FAA	631,380.24	18,270.99	649,651.23	649,651.23	-	-	584,686	584,686	-
Sheet07	Taxiway D Apron and Access Roadway Paving-Phase 3	McClure, Concrete Tech	laDOT	736,490.90	41,046.73	777,537.63	775,208.03	2,329.60	-	312,682	312,682	-
Sheet11	Strengthen & Extend RW 18/36	McClure & HDR	EXP	212,717.00	248,080.00	460,797.00	276,297.65	184,499.35	-	-	-	-
Sheet22	North Property Line Box Hangars	McClure & CMT	IDOT	288,522.00	6,918.00	295,440.00	196,597.09	98,842.91	-	-	-	-
Sheet23	3-Year Vegetation Control Agreement	Perficut ('23-'25)	EXP	47,586.00	-	47,586.00	15,862.00	31,724.00	-	-	-	-
Sheet24	Taxiway D Apron and Access Roadway Paving-Phase 4	McClure	laDOT	-	-	-	-	-	-	-	-	-
Sheet25	Signing and Entry Improvements	818	EXP	5,250.00	-	5,250.00	1,000.00	4,250.00	-	-	-	-
Grayed out = Completed items, no new charges expected												-
				8,806,835.03	2,195,365.31	11,002,200.34	10,639,496.04	361,865.03	-	4,913,388	4,913,388	-
									\$ -	\$ -		
									^= 204 Retainage Pay		^ = 110 Grant AR	



ANKENY CITY COUNCIL
POLK COUNTY AVIATION AUTHORITY MEETING

November 9, 2023
5 : 00 PM

 **Print**

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?? ORIGINATING DEPARTMENT:

COUNCIL GOAL:

??

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Consider motion to adopt **RESOLUTION** approving Garage, Hangar and Tie-Down Lease documents for Calendar Year 2024.

EXECUTIVE SUMMARY:

FISCAL IMPACT: ??**No**

STAFF RECOMMENDATIONS:





PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Garage Lease
 Hangar Lease
 Tie-Down Lease

RESOLUTION

A RESOLUTION APPROVING GARAGE, HANGAR AND TIE-DOWN LEASE DOCUMENTS FOR CALENDAR YEAR 2024

WHEREAS, the Polk County Aviation Authority (PCAA) owns and operates the Ankeny Regional Airport; and

WHEREAS, the PCAA annually reviews the garage, hangar and tie-down lease documents for revisions to the lease terms and conditions; and

WHEREAS, the PCAA board has reviewed the leases and believes it to be in the best interest of the airport operations that no changes be made to the garage, hangar and tie-down lease documents.

NOW, THEREFORE, BE IT RESOLVED by the Polk County Aviation Authority that the garage, hangar and tie-down lease documents are hereby approved and Exec 1 Aviation is hereby authorized to proceed with the issuance of new or renewal leases in the forms hereto attached.

Dated, this 9th day of November, 2023.

Jeff Wangsness, Chairperson
Polk County Aviation Authority

ATTEST:

Diane Klemme, Recording Secretary

GARAGE LEASE

Agreement made by and between the Polk County Aviation Authority, 410 West First Street, Ankeny, Iowa 50023 herein referred to as Lessor, and _____, and having a principal address at _____, herein referred to as Lessee.

Primary Phone: _____

Alternate Phone: _____

E-mail Address: _____

SECTION ONE - GARAGE BAY AND GROUND SPACE

Lessor leases to lessee that portion of the airport premises described as follows: Garage

Lessee shall not park cars, vans, trucks or other vehicles on the Airport other than in designated parking areas. Lessee's right to drive on the Airport property shall be governed by City of Ankeny, Polk County Aviation Authority and United States Homeland Security statutes, regulations, rules and directives.

SECTION TWO - TERM

Subject to earlier termination as provided below in this agreement, the initial term of this agreement shall be the period commencing on _____, **2024**, and ending on **December 31, 2024**. Lessee shall have the right to lease said garage bay only as long as Lessee has a plane or hangar at the Ankeny Regional Airport, or the garage bay is to be used for an aeronautical purpose.

In the event Lessee requests early Lease termination, Lessee will be required on the date of requesting Lease termination to: (1) not be in default under the Lease; and (2) tender a check for three months rental payments or the remainder of the Lease term, whichever is less. Provided, however, in the event that a replacement Lessee is found for the garage Lessee shall be required to pay rental payments only until commencement of the term of the replacement Lessee.

SECTION THREE - RENTALS AND CHARGES

At the time of the execution of this Lease Agreement, Lessee shall pay to Lessor the sum of **One Hundred Twenty-five Dollars (\$125.00)** to be held and disbursed as a rental deposit.

Upon the termination of this Lease, absent any damages beyond the normal wear and tear to the leased premises, failure to return keys requiring an expense to rekey, or absent any default or violation of the provisions of this Lease which allows Lessor to retain all or a part of the security deposit, Lessor shall refund Lessee's security deposit in accordance with applicable state and local laws. In the absence of any state or local laws regarding the returning of security deposits, and upon the above conditions being met, Lessor shall refund Lessee's security deposit within thirty (30) days of the date of termination of this Lease. Also, in the absence of any state or local laws, if Lessee gives Lessor an incorrect or incomplete forwarding address, or if Lessee does not give Lessor a forwarding address, and Lessor is unable, after reasonable investigation, to determine Lessee's new mailing address within sixty (60) days from the date of termination of the Lease, the security deposit shall become the unconditional property of the Lessor.

Lessee agrees to pay Lessor for the exclusive use of the Garage Bay the sum of **One Thousand Five Hundred Dollars (\$1,500.00) per annum**, computed at the rate of **One Hundred Twenty-five Dollars (\$ 125.00) per month**. Rentals under this section shall be paid in advance in monthly installments due and payable no later than the first day of each month, and if not received by said date are delinquent.

In the event of continued possession by Lessee, beyond the expiration of its tenancy (and absent a written

agreement by both parties for an extension of this lease, or for a new lease) Lessee shall pay rent in a monthly amount equal to One Hundred Fifty Percent (150%) of the monthly rental amount.

In the event the leased premises or the means of access thereto shall be damaged by fire or other cause, the rent shall not abate, provided that the hangar is not rendered untenable by such damage. In the event the leased premises is rendered untenable and the Lessor elects to repair it the rent shall abate for the period during which such repairs are being made, provided the damage was not caused by the acts or omissions of Lessee, its employees, agents or invitees, in which case the rent shall not abate.

SECTION FOUR - PROHIBITED ACTS

- a. Lessee shall not use the leased premises for storage of aircraft fuel, lubricating oil or any other flammable or combustible material except for that fuel or lubricating oil used by Lessee's vehicle, which is in the vehicle when it is housed on the leased premises. **No cans containing gasoline, and no cleaning solvents including corrosives unless less than a gallon and contained in a nonflammable cabinet, are allowed to be kept on the leased premises.** No open flames or devices, including but not limited to propane or kerosene heaters that utilize open flames are allowed on the leased premises. Lessee shall commit no waste on the leased premises and further agrees that no waste material, rags, or refuse of any kind or character will be allowed to accumulate in or about the premises.
- b. Lessee shall not erect or permit any signs upon the leased premises, and shall make no alteration to the premises unless approved in writing by the Lessor.
- c. Lessee acknowledges that Lessor must have access to the leased premises at all times. No personal or double locks shall be installed on the leased premises. Lessee shall use only airport-issued locks to lock or secure the leased premises. Keys shall be returned upon termination of the Lease.
- d. Lessee shall not incur damage to the leased premises; reasonable wear and tear excepted.
- e. Lessee shall not use the leased premises for the operation of a business or in support of a business operation, unless said business operation supports a flight department or has an aeronautical purpose.

SECTION FIVE - MAINTENANCE AND UTILITIES

- a. Lessor shall provide electricity to the leased premises. Provided, however, electricity shall be used for lights and refrigerator only. Lessor reserves the right to assess an additional fee for consumption of utilities by Lessee beyond normal requirements as determined by the Lessor.
- b. Lessee shall provide for and supply at its expense all janitorial service with respect to the interior of the Garage Bay used exclusively by Lessee, and Lessee shall, at its own expense, keep the interior of the Garage Bay in good condition, in a clean and orderly manner at all times, free from litter, trash and debris.

SECTION SIX - STATUTES, ORDINANCES, LICENSES, RULES AND REGULATIONS

Lessee shall obtain, at its own expense, all necessary licenses and permits. Further, Lessee shall comply with all federal, state and local laws and ordinances. Further, Lessee shall comply with all the terms and conditions of any bonds used to acquire any airport property and with all rules and regulations promulgated by Lessor.

Lessee shall at all times comply with all applicable federal, state and local environmental laws and regulations with regard to the Ankeny Regional Airport.

Lessee shall indemnify, defend and hold Lessor harmless against and with respect to any and all damages, claims, losses, liabilities, fines, penalties, and expenses of any kind, including without limitation, reasonable legal and consulting expenses (including attorney and expert fees and the costs of litigation before any court or agency), incurred by Lessor or which are asserted against or imposed upon Lessor by any other party (including without limit any governmental entity) to

the extent the event or environmental condition was caused or contributed to by Lessee's activities on or use of the Airport.

SECTION SEVEN - WAIVER

Lessee shall, at Lessee's expense, be solely responsible for securing at its own expense whatever insurance coverage it may desire on the contents of the Garage Bay. Lessor assumes no responsibility for loss of use, damage or destruction of personal property or injuries to persons occasioned by Lessee's use of the leased premises. Lessee's signature below is a waiver of any liability on the part of Lessor to Lessee and/or its invitees arising out of Lessee's occupancy and/or use of the leased premises.

SECTION EIGHT - INDEMNIFICATION OF LESSOR

Lessee agrees to pay Lessor, indemnify Lessor and hold Lessor harmless against any and all liability for injuries to persons or damage to property caused by Lessee's negligent use of or occupancy of the leased premises or caused by the negligence of any Lessee's employees, officers, agents, guests or invitees; provided, however, that Lessee shall not be liable for any injury, damage, or loss occasioned by the negligence of Lessor or its agents or employees and provided further that Lessor shall give to Lessee prompt and timely notice of any claim made or suit instituted which in any way directly or indirectly, contingent or otherwise, affects or might affect Lessee, and Lessee shall have the right to compromise and defend the suit to the extent of its own interest, and Lessee shall do the same regarding prompt and timely notice.

To the extent permitted by law, Lessee hereby releases Lessor, its elected and appointed officials, its agents, employees and volunteers and others working on behalf of the Lessor, from and against any and all liability or responsibility to Lessee or anyone claiming through or under Lessee by way of subrogation or otherwise, for any loss or damage to property caused by fire or any other casualty and for any Lessee liability or workers compensation loss. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the term of this Agreement. Lessee's policies of insurance shall contain a clause or endorsement to the effect that such release shall not adversely affect or impair such policies or prejudice the right of Lessee to recover thereunder.

SECTION NINE - TERMINATION BY LESSOR

If Lessee fails to make any payment due under this agreement within ten (10) days of the date on which such payment is due, or cure any other event of default within ten (10) days, Lessor, at its option, may terminate this agreement and take possession of so much of Lessee's personal property as is reasonably necessary to secure payments of the amounts due and unpaid. Lessor shall also have the right to immediately terminate this agreement in the event Lessee performs or allows to be performed any prohibited activities on the premises.

SECTION TEN - INSPECTION BY LESSOR

Lessor or its agent may enter the premises now or hereafter leased exclusively to Lessee at any reasonable time for any purpose necessary or incidental to the performance of its obligations under this agreement, and to assure the safety of other Garage Bay Lessees and airport users.

Lessor shall maintain the building and appurtenances; provided however, that Lessor shall not be obligated to make repairs occasioned by the negligent uses or action of Lessee. If Lessor determines that the necessary repairs are the result of Lessee's negligence, Lessor shall notify Lessee in writing and Lessee shall have thirty (30) days within which to complete the repairs. If the repair is not completed in the allotted time, Lessor may have the damage repaired and bill Lessee for the cost.

SECTION ELEVEN - ASSIGNMENT AND SUBLETTING

Lessee shall not at any time assign or sublet its rights under this agreement or any part thereof without the written consent of Lessor. No such assignment or subletting shall release Lessee from its obligations to pay any and all of the rentals and charges set forth in this agreement.

SECTION TWELVE - SUBORDINATION

This agreement shall be subordinate to the provisions of any existing or future agreement between Lessor and the United States and/or the State of Iowa relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal or state funds for the development of the airport.

In witness whereof, each party to this agreement has caused it to be executed at Ankeny, Iowa, on the date indicated below:

LESSOR:

Name: **Polk County Aviation Authority**_____

Signed: _____

Title: _____ **Chairperson** _____

Date: _____

LESSEE:

Name: _____

Signed: _____

Title: _____

Date: _____

HANGAR and GROUND SPACE LEASE

Agreement made by and between the Polk County Aviation Authority, 410 West First Street, Ankeny, Iowa 50023, herein referred to as Lessor, and _____, having a principal address at _____, herein referred to as Lessee.

Primary Phone: _____ Alternate Phone: _____

E-mail: _____

Airplane Make and Model: _____

Type of Aircraft: ☐ Single-engine ☐ Multi-engine ☐ Jet ☐ Helicopter ☐ Glider ☐ Other: _____

Airplane Identification Number: N- _____

Is this aircraft sometimes stored at another airport? ☐ No ☐ Yes

If "Yes", approximately what percent of time will it be kept at the Ankeny Regional Airport? _____ %

SECTION ONE – HANGAR AND GROUND SPACE

Lessor leases to Lessee that portion of the airport premises described as follows: Hangar # _____, together with the other improvements currently located on such premises.

Lessee shall not park cars, vans, trucks or other vehicles on the Airport other than in designated parking areas or in the leased premises while Lessee is flying its aircraft. Lessee's right to drive on the Airport property shall be governed by City of Ankeny, Polk County Aviation Authority and United States Homeland Security statutes, regulations, rules and directives.

SECTION TWO – TERM

Subject to earlier termination as provided below in this agreement, the initial term of this agreement shall be the period commencing on _____, **2024** and ending on **December 31, 2024**. This agreement shall immediately terminate in the event that Lessee does not have an airworthy plane in the hangar within ninety (90) days after commencement of this agreement. Provided, however, if Lessee is using the hangar to finish building a plane, Lessee may continue to lease the hangar for the initial term under the terms and conditions herein. An extension in the event the plane has not been issued a tail number by the end of the initial term may be requested with a showing of progress toward completion and a firm completion date.

In the event Lessee requests early Lease termination, Lessee will be required on the date of requesting Lease termination to: (1) not be in default under the Lease; and (2) tender a check for three months rental payments or the remainder of the Lease term, whichever is less. Provided, however, in the event that a replacement Lessee is found for the hangar Lessee shall be required to pay rental payments only until commencement of the term of the replacement Lessee.

SECTION THREE – RENTALS AND CHARGES

At the time of execution of this Lease Agreement, Lessee shall pay to Lessor the sum of **One Hundred Ninety-Five Dollars (\$195.00)** to be held and disbursed as a rental deposit.

Upon the termination of this Lease, absent any damages beyond the normal wear and tear to the leased premises, failure to return keys requiring an expense to rekey, and absent any default or violation of the provisions of this Lease which allows Lessor to retain all or part of the security deposit, Lessor shall refund Lessee's security deposit in accordance with applicable state and local laws. In the absence of any state or local laws regarding the returning of security deposits, and upon the above conditions being met, Lessor shall refund Lessee's security deposit within thirty (30) days of the date of termination of this Lease. Also, in the absence of any state or local laws, if Lessee gives Lessor an incorrect or incomplete forwarding address, or if Lessee does not give Lessor a forwarding address, and Lessor is unable, after reasonable

investigation, to determine Lessee's new mailing address within sixty (60) days from the date of termination of the Lease, the security deposit shall become the unconditional property of the Lessor.

Lessee agrees to pay Lessor for the exclusive use of the Tee-hangar the sum of **Two Thousand Three Hundred Forty Dollars (\$2,340.00) per annum**, computed at the rate of **One Hundred Ninety-Five Dollars (\$195.00) per month**. Rentals under this section shall be paid in advance in monthly installments due and payable no later than the first day of each month, and if not received by said date are delinquent.

In the event of continued possession by Lessee, beyond the expiration of its tenancy (and absent a written agreement by both parties for an extension of this lease, or for a new lease) Lessee shall pay rent in a monthly amount equal to One Hundred Fifty Percent (150%) of the monthly rental amount.

In the event the leased premises or the means of access thereto shall be damaged by fire or other cause, the rent shall not abate, provided that the hangar is not rendered untenable by such damage. In the event the leased premises is rendered untenable and the Lessor elects to repair it the rent shall abate for the period during which such repairs are being made, provided the damage was not caused by the acts or omissions of Lessee, its employees, agents or invitees, in which case the rent shall not abate.

SECTION FOUR – PROHIBITED ACTS

- a. Lessee shall not use the leased premises to compete in any way with any service offered by a Fixed Base Operator (FBO) located on the airport, including flight instructions, air charter, fuel or oil sales and maintenance, except Lessee may use the leased premises for maintenance performed by Lessee upon Lessee's aircraft.
- b. Except as set out in Section Two above, Lessee shall not use the leased premises for storage of unflyable aircraft or the construction of aircraft. Lessee shall keep only flight-worthy aircraft housed in the leased premises.
- c. Lessee shall not use the leased premises for storage of aircraft fuel, lubricating oil or any other flammable or combustible material except for that fuel or lubricating oil used by Lessee's aircraft which is in the aircraft when it is housed on the leased premises and no more than two (2) cases of lubricating oil in closed containers. **No cans containing gasoline, and no cleaning solvents including corrosives unless less than a gallon and contained in a nonflammable cabinet, are allowed to be kept on the leased premises.** No open flames or devices, including but not limited to propane or kerosene heaters, that utilize open flames are allowed on the leased premises. Lessee shall commit no waste on the leased premises and further agrees that no waste material, rags, or refuse of any kind or character will be allowed to accumulate in or about the premises.
- d. Lessee shall not erect or permit any signs upon the leased premises, and shall make no alteration to the premises unless approved in writing by the Lessor.
- e. Lessee acknowledges that Lessor must have access to the leased premises at all times. No personal or double locks shall be installed on the leased premises. Lessee shall use only airport-issued locks to lock or secure the leased premises. Keys shall be returned upon termination of the Lease.
- f. Lessee shall not incur damage to the leased premises; reasonable wear and tear excepted.

SECTION FIVE – MAINTENANCE AND UTILITIES

- a. Lessor shall provide electricity to the leased premises. Provided, however, electricity shall be used for lights, electric heater, air compressor and refrigerator only. Lessor reserves the right to assess an additional fee for consumption of utilities by Lessee beyond normal requirements as determined by the Lessor.
- b. Lessee shall provide for and supply at its expense all janitorial service with respect to the interior of the leased premises used exclusively by Lessee, and Lessee shall, at its own expense, keep the interior of the leased premises in good condition, in a clean and orderly manner at all times, free from litter, trash and debris.

SECTION SIX – STATUTES, ORDINANCES, LICENSES, RULES AND REGULATIONS

Lessee shall obtain, at its expense, all necessary licenses and permits. Lessee shall comply with all federal, state and local laws and ordinances. Further, Lessee shall comply with all the terms and conditions of any bonds used to acquire any airport property and with all rules and regulations promulgated by Lessor.

Lessee shall at all times comply with all applicable federal, state and local environmental laws and regulations with regard to the Ankeny Regional Airport.

Lessee shall indemnify, defend and hold Lessor harmless against and with respect to any and all damages, claims, losses, liabilities, fines, penalties, and expenses of any kind, including without limitation, reasonable legal and consulting expenses (including attorney and expert fees and the costs of litigation before any court or agency), incurred by Lessor or which are asserted against or imposed upon Lessor by any other party (including without limit any governmental entity) to the extent the event or environmental condition was caused or contributed to by Lessee's activities on or use of the Airport.

SECTION SEVEN – INSURANCE AND WAIVER

Lessee shall, at Lessee's expense, keep Lessee's aircraft insured with adequate insurance at all times during the effective dates of this Lease and shall likewise be solely responsible for securing at its own expense whatever insurance coverage it may desire on the contents of the leased premises. With this Lease, Lessee shall deliver to the Lessor certificates or binders evidencing the existence of the required insurance.

Lessor assumes no responsibility for loss of use, damage or destruction of personal property or injuries to persons occasioned by Lessee's use of the leased premises. Lessee's signature below is a waiver of any liability on the part of Lessor to Lessee and/or its invitees arising out of Lessee's occupancy and/or use of the leased premises.

SECTION EIGHT – INDEMNIFICATION OF LESSOR

Lessee agrees to pay Lessor, indemnify Lessor and hold Lessor harmless against any and all liability for injuries to persons or damage to property caused by Lessee's negligent use of or occupancy of the leased premises or caused by the negligence of any Lessee's employees, officers, agents, guests or invitees; provided, however, that Lessee shall not be liable for any injury, damage, or loss occasioned by the negligence of Lessor or its agents or employees and provided further that Lessor shall give to Lessee prompt and timely notice of any claim made or suit instituted which in any way directly or indirectly, contingent or otherwise, affects or might affect Lessee, and Lessee shall have the right to compromise and defend the suit to the extent of its own interest, and Lessee shall do the same regarding prompt and timely notice.

To the extent permitted by law, Lessee hereby releases Lessor, its elected and appointed officials, its agents, employees and volunteers and others working on behalf of the Lessor, from and against any and all liability or responsibility to Lessee or anyone claiming through or under Lessee by way of subrogation or otherwise, for any loss or damage to property caused by fire or any other casualty and for any Lessee liability or workers compensation loss. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the term of this Agreement. Lessee's policies of insurance shall contain a clause or endorsement to the effect that such release shall not adversely affect or impair such policies or prejudice the right of Lessee to recover thereunder.

SECTION NINE – TERMINATION BY LESSOR

If Lessee fails to make any payment due under this agreement within ten (10) days of the date on which such payment is due, or cure any other event of default within ten (10) days, Lessor, at its option, may terminate this agreement and take possession of so much of Lessee's personal property as is reasonably necessary to secure payments of the amounts due and unpaid. Lessor shall also have the right to immediately terminate this agreement in the event Lessee performs or allows to be performed any prohibited activities on the premises.

SECTION TEN – INSPECTION BY LESSOR

Lessor or its agent may enter the premises now or hereafter leased exclusively to Lessee at any reasonable time for any purpose necessary or incidental to the performance of its obligations under this Agreement, and to assure the safety of other Tee-hangar Lessees and airport users.

Lessor shall maintain the building and appurtenances; provided however, that Lessor shall not be obligated to make repairs occasioned by the negligent uses or action of Lessee; including but not limited to Lessee's alteration of the hangar

door opener. If Lessor determines that the necessary repairs are the result of Lessee's negligence, Lessor shall notify Lessee in writing and Lessee shall have thirty (30) days within which to complete the repairs. If the repair is not completed in the allotted time, Lessor may have the damage repaired and bill Lessee for the cost.

SECTION ELEVEN – ASSIGNMENT AND SUBLETTING

Lessee shall not at any time assign or sublet its rights under this agreement or any part thereof without the written consent of Lessor. No such assignment or subletting shall release Lessee from its obligations to pay any and all of the rentals and charges set forth in this agreement.

SECTION TWELVE – SUBORDINATION

This agreement shall be subordinate to the provisions of any existing or future agreement between Lessor and the United States and/or the State of Iowa relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal or state funds for the development of the airport.

SECTION THIRTEEN – NOTICE

All notices and other communications given pursuant to this Lease shall be in writing and shall be (1) mailed by first class, United States Mail, postage prepaid, certified, with return receipt requested, and addressed to the parties hereto at the address specified next to their signature block, (2) hand delivered to the intended address, (3) sent by facsimile transmission, followed by a confirmatory letter, or (4) sent by electronic transmission, followed by a confirmatory letter. A copy of all notices to Lessee shall be delivered in one of the afore described methods to:

LESSOR:

Polk County Aviation Authority

c/o Exec 1 Aviation

3700 SE Convenience Blvd

Ankeny, Iowa 50021

e-mail: **hangar@exec1aviation.com**

LESSEE:

Name: _____

Address: _____

City, State Zip: _____

e-mail: _____

All notices shall be effective upon delivery to the address of the addressee. The parties hereto may change their addresses by giving notice thereof to the other in conformity with this provision.

LESSOR:

Name: **Polk County Aviation Authority**

Signed: _____

Title: **Chairperson**

Date: _____

LESSEE:

Name: _____

Signed: _____

Title: _____

Date: _____

Tie-Down Lease

Agreement made by and between the Polk County Aviation Authority, 410 West First Street, Ankeny, Iowa 50023 herein referred to as Lessor, and _____, and having a principal address at _____, herein referred to as Lessee.

Primary Phone: _____ Alternate Phone: _____

E-mail: _____

Airplane Make and Model: _____

Type of Aircraft: ☐ Single-engine ☐ Multi-engine ☐ Jet ☐ Helicopter ☐ Glider ☐ Other: _____

Airplane Identification Number: N-_____

Is this aircraft sometimes stored at another airport? ☐ No ☐ Yes

If "Yes", approximately what percent of time will it be kept at the Ankeny Regional Airport? _____ %

Section One - Tie-Down Space

Lessor leases to Lessee that portion of the airport premises described as follows: _____.

Section Two - Term

Subject to earlier termination as provided below in this Agreement, the initial term of this Agreement shall be the period commencing on _____, **2024** and ending no later than **December 31, 2024**.

Section Three - Rentals and Charges

Lessee agrees to pay Lessor for the use of the tie-down space the sum of **Fifty Dollars (\$50.00) per month**. Rentals under this section shall be paid in advance in monthly installments due and payable no later than the first day of each month.

All services regarding weather protection shall be negotiated directly with the fixed base operator and are not provided by the Lessor.

Section Four - Statutes, Ordinances, Licenses, Rules and Regulations

Lessee will obtain, at its own expense, all necessary licenses and permits. Lessee will comply with all federal, state and local laws and ordinances. Further, Lessee will comply with all rules and regulations promulgated by Lessor.

Section Five - Insurance and Waiver

Lessee shall, at Lessee's expense, be solely responsible for securing insurance at its own expense.

Landlord assumes no responsibility for loss of use, damage or destruction of personal property or injuries to persons occasioned by Lessee's use of the lease premises. Lessee's signature below is a waiver of any liability on the part of Lessor to Lessee and/or its invitees arising out of Lessee's occupancy and/or use of the leased premises.

Section Six - Indemnification of Lessor

Lessee agrees to pay Lessor, indemnify Lessor and hold Lessor harmless against any and all liability for injuries to persons or damage to property caused of Lessee's negligent use of or occupancy of the leased premises or caused by the negligence

of any Lessee's employees, officers, agents, guests or invitees; provided, however, that Lessee shall not be liable for any injury, damage, or loss occasioned by the negligence of Lessor or its agents or employees.

Section Seven - Termination

Either party may terminate this Agreement upon thirty (30) days written notice to the other party. Further, if Lessee fails to make any payment due under this Agreement within ten days of the date on which such payment is due, or cure any other event of default within ten days, Lessor, at its options, may terminate this Agreement.

Section Eight - Assignment and Subletting

Lessee shall not at any time assign or sublet its rights under this Agreement or any part thereof without the written consent of Lessor. No such assignment or subletting shall release Lessee from its obligations to pay any and all of the rentals and charges set forth in this Agreement.

Section Nine - Subordination

This Agreement shall be subordinate to the provisions of any existing or future agreement between Lessor and the United States and/or the State of Iowa relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal or state funds for the development of this airport.

IN WITNESS WHEREOF, each party to this Agreement has caused it to be executed at Ankeny, Iowa, on the date indicated below.

LESSOR:

Name: **Polk County Aviation Authority**

Signed: _____

Title: _____ **Chairperson**

Date: _____

LESSEE:

Name: _____

Signed: _____

Title: _____

Date: _____



ANKENY CITY COUNCIL
POLK COUNTY AVIATION AUTHORITY MEETING

November 9, 2023
5 : 00 PM

??

 **Print**

?? ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL: ??
Strengthen Community Engagement

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve the proposal from Construction Materials Testing in the amount of \$7,500.00 for the geotechnical services required to support the Taxiway D Apron and Access Roadway Paving - Phase 4 Design Services.

EXECUTIVE SUMMARY:

FISCAL IMPACT: ??No

STAFF RECOMMENDATIONS:


PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 CMT Proposal



October 26, 2023

Polk County Aviation Authority
Attn: Mr. Paul Moritz
410 West First St
Ankeny, Iowa 50023

Re: **Geotechnical Investigation**
Ankeny Regional Airport
Taxiway D Apron and Access Road Paving Phase 4
Ankeny, Iowa

Dear Mr. Moritz:

Thank you for the opportunity to provide our services for the above referenced project. Based on available information, I have put together the following estimate for additional laboratory testing for the project, per the attached RFQ.

Table 1. Geotechnical Study

<i>Description of Services</i>	<i>Quantity</i>	<i>Estimate</i>
Mobilization	1s	\$950.00
Drilling and Sampling (Total Feet)	30	\$750.00
Engineering Report	1s	\$775.00
Total		\$2,475.00

Table 2. Laboratory Testing - FAA Analysis

<i>Description of Service (s)</i>	<i>Cost</i>	<i>Unit (s)</i>	<i>Total Estimate</i>
Soil Classification			
Atterberg Limits (ASTM D4318)	\$175.00 each	3	\$525.00
Grain Size Analysis (ASTM D422)	\$225.00 each	3	\$675.00
Moisture Contents (ASTM D2216)	\$25.00 each	3	\$75.00
Modified Proctor (ASTM D1557)	\$150.00 each	3	\$450.00
Swell Index (ASTM D427)	\$225.00 each	3	\$675.00
California Bearing Ratio (CBR, ASTM D1883)	\$275.00 each	3	\$825.00
Total			\$3,225.00

Subtotal - \$5,700.00

Table 3. Laboratory Testing - FAA Analysis – Cement Treated Samples

<i>Description of Service (s)</i>	<i>Cost</i>	<i>Unit (s)</i>	<i>Total Estimate</i>
Soil Classification			
Atterberg Limits (ASTM D4318)	\$175.00 each	3	\$525.00
Modified Proctor (ASTM D1557)	\$150.00 each	3	\$450.00
California Bearing Ratio (CBR, ASTM D1883)	\$275.00 each	3	\$825.00
Total			\$1,800.00

Total (If warranted) - \$7,500.00

If CMT is elected for this project, please sign and return a copy of this contract for our records. All past due invoices are subject to a 1.5% service charge. Please feel free to call us should you have any questions or if we may be of any further assistance. We look forward to working with you.

Sincerely,

Sybil K. Ferrier, P.E.
Principal Engineer

I accept the terms of the above agreement and agree to pay the stated amount.

Signed

Date

1610 East Madison Ave • Des Moines, Iowa 50313
(515) 263-0794 • Fax (515) 263-0851
www.cmt-iowa.com



ANKENY CITY COUNCIL

POLK COUNTY AVIATION AUTHORITY MEETING

November 9, 2023
5 : 00 PM

??

 **Print**

?? ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL: ??
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:

Consider motion to approve the proposal from Smith's Sewer Service, Inc. in the amount of \$1,660.11 for the televising of the large diameter storm sewers under Runway 18/36 to support the design of the Runway 18/36 Reconstruction.

EXECUTIVE SUMMARY:

FISCAL IMPACT: ??**No**

STAFF RECOMMENDATIONS:



PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Proposal
 StormSewer Locations

From: Brent Smith <brent.smithsewer@gmail.com>
Sent: Thursday, October 19, 2023 2:19 PM
To: Matthew Hovda <mhovda@mcclurevision.com>
Cc: Jay Pudenz <jpudenz@mcclurevision.com>
Subject: Re: Ankeny Regional Airport - Storm Sewer Video Inspection

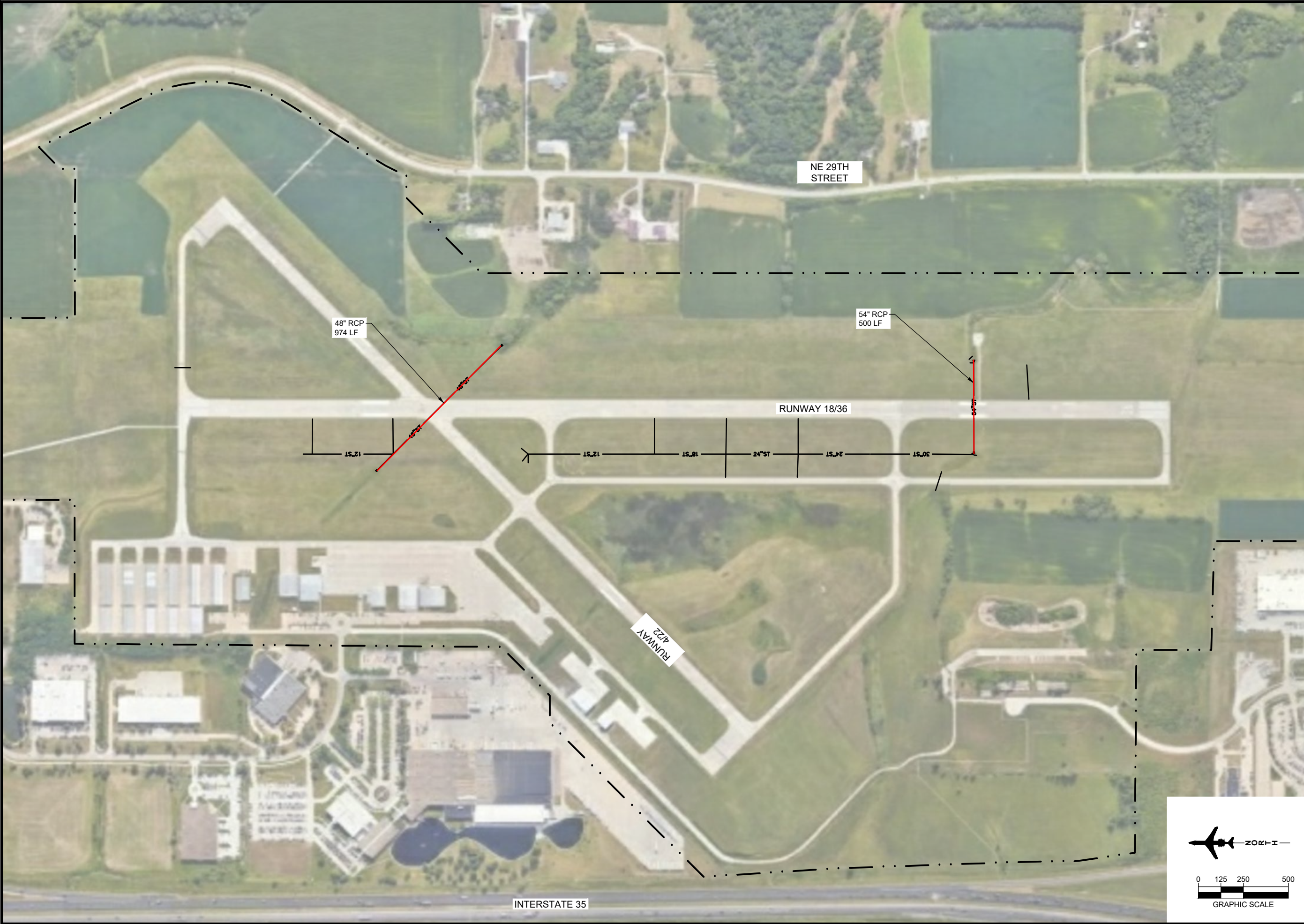
Smith's large diameter video inspection rate is \$1.13 per foot. Based on the information provided; cost to video inspect 1,447 feet of culvert piping would be \$1,635.11 with a flashdrive report fee of \$25.00 for a total cost of \$1,660.11.


Jet cleaning of culvert piping is not included in the pricing.

I would like to meet on-site to view the access pipe openings, pipe condition to determine if needs cleaned prior to video inspection and verify our authorized working area before final approval.

Thank you for the opportunity

Brent Smith
Smith's Sewer Service, Inc.
Brent.smithsewer@gmail.com
515.255.6063 office
515.202.4948 cell






McCLURE™
1360 NW 121st Street
Clive, Iowa 50325
PH. 515-964-1229

Ankeny, IA | Carroll, IA | Clive, IA
Cedar Rapids, IA | Fort Dodge, IA
North Liberty, IA | Sioux City, IA
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.



Ankeny Regional AIRPORT
Central Iowa's Business Connector

REVISIONS		
1		
2		
3		
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10		

PROJECT INFO		
2022001042-004		
ENGINEER	DRAWN BY	CHECKED BY
AJM	TMD	ACM

**ANKENY REGIONAL AIRPORT
RECONSTRUCT RUNWAY 18/36
FAA AIP 3-19-0132-029-2024**

PROJECT LAYOUT

DRAWING NO.
GN-06
06 OF 149

P:\2022001042-004\Drawings\Civil\Exhibits\ANK Culverts.dwg 10/18/2023 4:12 PM



ANKENY CITY COUNCIL
POLK COUNTY AVIATION AUTHORITY MEETING

November 9, 2023
5 : 00 PM

??

 **Print**

?? ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL: ??
Exercise Financial Discipline

ACTION REQUESTED:
Resolution

LEGAL:
No Review Required

SUBJECT:
Consider motion to adopt **RESOLUTION** authorizing the execution of Supplemental Agreement No. 1 to Task Order 01 with McClure Engineering for wetland mitigation on the North Property Line Box Hangars - Phase 1 Project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: ??**No**

STAFF RECOMMENDATIONS:




PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Credit Purchase Agreement
 Agreement

RESOLUTION 2023-

A RESOLUTION AUTHORIZING THE EXECUTION OF SUPPLEMENTAL AGREEMENT NO. 1 TO TASK ORDER 01 WITH McCLURE ENGINEERING FOR WETLAND MITIGATION ON THE NORTH PROPERTY LINE BOX HANGARS - PHASE 1 PROJECT

WHEREAS, the PCAA is constructing the North Property Line Box Hangars Project to address the need for additional box hangars at the Ankeny Regional Airport, and

WHEREAS, the said project will disturb approximately 0.18 acres of wetlands in the channel that runs along the north side of the project, and

WHEREAS, U.S. Army Corps of Engineers (Corps) regulations require that jurisdictional wetlands that are disturbed by construction be mitigated for preservation purposes, and

WHEREAS, during the design phase of the said project, McClure Engineering submitted a permit application to the Corps and requested that the Corps make a timely determination on the said small wetland area so that the PCAA would know if mitigation costs would need to be incurred with the project, and

WHEREAS, the Corps is currently not reviewing wetland permits due to administration changes within their organization, which has caused a delay in the construction of the said project, and

WHEREAS, to avoid a construction change order due to a delay in starting the project, staff recommends that the mitigation fees be paid at this time to insure adherence with the federal regulations regarding wetland mitigation, and

WHEREAS, McClure Engineering Company has prepared Supplemental Agreement No. 1 to Task Order No. 01 which increases the contract amount to purchase the wetland credits required for mitigating the disturbed wetlands in the amount of \$6,918.00.

NOW, THEREFORE, BE IT RESOLVED, that the Polk County Aviation Authority approves Supplemental Agreement No. 1 to Task Order No. 01 for the North Property Line Box Hangars – Phase 1 project, and further authorizes the Chairperson to sign the said supplemental agreement.

Dated at Ankeny, Iowa, this 9th day of November, 2023.

Jeff Wangsness, Chairperson

ATTEST:

Diane Klemme, Recording Secretary

Polk County Conservation Board
12130 NW 128th Street
Granger, IA 50109

PURCHASE AGREEMENT

October 16, 2023

Paul Moritz
Polk County Aviation Authority
410 West First Street
Ankeny, IA 50023

Re: CEMVR-2023-0826

Polk County Conservation Board, owns and operates the Trails End Mitigation Bank legally described as shown in Exhibit A.

Trails End Mitigation Bank is operating in accordance with the Federal Guidance for the Establishment, Use and Operation of Mitigation Banks; Notice published in the Tuesday, November 28, 1995 Federal Register, Volume 60, No. 228.

The Trails End Mitigation Bank offers wetland credits to a primary service area for the Lower Des Moines River Basin as defined within the Iowa Mitigation Banking document (Last revised: July 2019).

As of the date of this agreement, Trails End Mitigation Bank is compliant with the performance criteria detailed in the banking instrument. This includes:

- The required Conservation Easement, (Polk County Conservation Board, Grantor; Iowa Natural Heritage Foundation, Grantee) is filed with the Polk County Recorder.
- The required long-term maintenance account has been created.
- Construction is in progress.
- Credits are within sufficient quantities and qualities for debit to meet the permit requirements for Iowa Dept of Natural Resources.

It is our understanding Iowa Dept of Natural Resources will require .18 emergent wetland credits to satisfy unavoidable impacts described in the above-referenced Section 404 Application. Upon the USACE permit approval and the signing of the Purchase Agreement and the payment of \$8,100.00 for the purchase of the require .18 emergent wetland credits to the Polk County Conservation Board, Polk County Conservation

Board will debit .18 emergent wetland credits from the Trails End Mitigation Bank's credit ledger to the appropriate project.

General Provisions:

PRICE: The Purchase Price **\$8,100.00** for .18 emergent wetland credits is payable to Polk County Conservation Board upon approval of permit **CEMVR-2023-0826**.

TIME FOR ACCEPTANCE: When accepted, this Agreement shall become a binding contract. If payment in full is not received within 30 days of the permit approval, this Purchase Agreement shall become Null and Void.

Immediately upon receiving payment and two signed originals, Polk County Conservation Board will execute the documents, return a signed original to you, and by regular mail deliver a copy and proof of payment to:

Abigail Steele
Regulatory Project Manager
Rock Island District Corps of Engineers
Clock Tower Building – PO Box 2004
Rock Island, IL 51204-2004

Ms. Katie Greenstein
Iowa DNR Section 401
WQC Wallace State Office
Building 502 East 9th Street
Des Moines, IA 50319-0034

Credits are not reserved until this document is fully executed and returned.

Date: October 16, 2023

Natalie McFarlane
Polk County Conservation Board
12130 NW 128th St
Granger, IA 50109

For Polk County Conservation Board:

X

Natalie McFarlane, Senior Accountant
Polk County Conservation Board

Date: OCTOBER 18, 2023

Paul Moritz
Polk County Aviation Authority
410 West First Street
Ankeny, IA 50023

For Polk County Aviation Authority:

X 
Paul Moritz, Aviation Manager
Polk County Aviation Authority

Project No. 2022001042-001
Project Name: North Property Line Box Hangars (Site Work and Vertical Infrastructure)
Ankeny Regional Airport (IKV)
Project Manager: Jay A. Pudenz, P.E. LEED AP

**SUPPLEMENTAL AGREEMENT NO. 1
TO TASK ORDER NO. 1
NORTH PROPERTY LINE BOX HANGARS (AIP SITE WORK AND GAVI VERTICAL INFRASTRUCTURE)
ANKENY REGIONAL AIRPORT
ANKENY, IOWA
IOWA DOT PROJECT NO. 912301 KV100 (AIP)
IOWA DOT PROJECT NO. 912301KV300 (GAVI)**

This **SUPPLEMENTAL AGREEMENT NO. 1**, made on the _____ day of _____, 2023, shall amend the original **Task Order No. 1** dated the **6th day of October, 2022**, by and between **McClure, of Clive, Iowa** (herein referred to as "**Consultant**") and the **Polk County Aviation Authority (PCAA)** (hereinafter referred to as "**Owner**"). The **Consultant** shall modify services at the request of the **Owner** which consists of the following items outlined below, located at the **Ankeny Regional Airport (IKV)**.

PROJECT DESCRIPTION:

- This Supplemental Agreement to Task Order No. 1 is needed to cover the costs of purchasing 0.18 acres of wetlands that are being impacted by the North Property Line Box Hangar project. The credits are being purchased from the Trails End Mitigation Bank, which is a primary service area within the Lower Des Moines River Basin. A copy of the Wetland Purchase Agreement is included as Exhibit 'B'.

1. The **Consultant** shall provide the additional following services including:

Item	Included	Not Included
900. Supplemental Agreement #1 – Trails End Purchase		
1. Coordinate with Army Corps of Engineers to receive wetland permit by purchasing mitigation credits	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Coordinate with Trails End Mitigation Bank for the purchase of 0.18 mitigation credits.	<input checked="" type="checkbox"/>	<input type="checkbox"/>

2. Payment to the Consultant shall be revised per the following basis:

2.1. Basis of Compensation

- 2.1.1. In return for the performance of the foregoing obligations detailed in Section 1, the **Owner** shall pay the additional lump sum amount of \$6,918.00, raising the total compensation under Part I: Design and Bidding Services for both AIP and GAVI Services from \$80,020.00 to the lump sum amount of \$86,938.00.

2.2. Additional Services

- 2.2.1. Any services rendered by the **Consultant** beyond those described in Section 1: Scope of Services shall be compensated on an additional lump sum basis.
- 2.2.2. The Engineer's estimate of the amount that will become payable for Additional Services is only an estimate. If it becomes apparent that this estimated compensation amount will be exceeded, the **Consultant** and **Owner** shall mutually negotiate in writing to additional compensation exceeding said estimated amount.

2.3. Other Payment Provisions

- 2.3.1. Progress Payments: Payment to the **Consultant** shall be made on a monthly basis, within 30 days of invoice for work completed to date. 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. The amounts due for Additional Services will also be invoiced monthly.
- 2.3.2. Reimbursable Expense Definition: Reimbursable expenses include, but are not limited to, transportation, subsistence, reproduction of reports, drawings, specifications, and other Project documents, courier services, materials, supplies, equipment rental and other costs specific to the Project.

3. This Supplemental Agreement No. 1 represents the entire and integrated Agreement between the **Owner** and the **Consultant**. This Supplemental Agreement No. 1 may be amended only by written instrument by both the **Owner** and the **Consultant**.

	Included	Not Included
Exhibit 'A' Hourly Rate Schedule	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Exhibit 'B' Wetland Nationwide Permit No. 39 / Wetland Purchase Agreement	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit 'C' Owner's Responsibilities	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Exhibit 'D' Duties, Responsibilities and Limitations of Authority of the Resident Project Representative	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Exhibit 'E' Federal Provisions	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Exhibit 'F' Estimated Costs for Consultant Services	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Exhibit 'G' Project Schedule	<input type="checkbox"/>	<input checked="" type="checkbox"/>

OWNER: Polk County Aviation Authority
Ankeny, Iowa

CONSULTANT: McClure
Clive, Iowa

By: _____

By:  _____

Name: _____

Name: Jay A. Pudenz, P.E., LEED AP _____

Title: _____

Title: Project Manager _____

EXHIBIT 'B1' - WETLAND NATIONWIDE PERMIT NO. 39



DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS, ROCK ISLAND DISTRICT
PO BOX 2004 CLOCK TOWER BUILDING
ROCK ISLAND, ILLINOIS 61204-2004

October 13, 2023

Regulatory Division

SUBJECT: CEMVR-RD-2023-0826

Polk County Aviation Authority
c/o Paul Moritz
410 W 1st Street
Ankeny, IA 50023
PMoritz@AnkenyIowa.gov

Dear Mr. Moritz:

Our office has reviewed your application received June 16, 2023, concerning the proposed hangar expansion project within Ankeny Regional Airport located within Section 31, Township 80 North, Range 23 West, Polk County, Iowa; (41.6991, - 93.5693). This project will impact 0.18-acres of wetland.

Your project is authorized under Department of the Army, Section 404, Nationwide Permit No. 39 - Commercial and Institutional Developments, provided you meet the Nationwide Permit terms and conditions. Fact Sheet No. 9 (IA) including the Iowa Regional Conditions and the Section 401 Water Quality Certification issued by the Iowa Department of Natural Resources (IADNR) can be found on the Rock Island District Regulatory Webpage at: <https://www.mvr.usace.army.mil/Missions/Regulatory.aspx>. The Corps has made a determination of no effect on federally threatened and endangered species and/or critical habitat under Section 7 of the Endangered Species Act. In accordance with Section 106 of the National Historic Preservation Act, the Corps has made a determination of no potential to affect. The decisions regarding these actions are based on information found in the administrative record, which document the District's decision-making process, the basis for the decision, and the final decision. Special conditions associated with this permit will be listed below and must also be adhered to.

Your permit includes the following special condition(s):

1. This project requires compensatory mitigation through the purchase of 0.18-acre emergent wetland credits from a Corps-approved mitigation bank within the same Service Area as the impact location (Lower Des Moines Service Area). Proof of credit purchase must be submitted to our office prior to commencing construction activities that discharge dredged or fill material into waters of the U.S., including wetlands.

Please contact our office if the project plans change and there are different impacts caused by dredged or fill material into Corps' regulated waters. This may require modification of your Department of the Army Section 404 authorization.

This verification is valid until March 14, 2026, unless the nationwide permit is modified, reissued, or revoked. It is your responsibility to remain informed of changes to the nationwide permit program. We will issue a public notice announcing any changes if and when they occur. Furthermore, if you commence or are under contract to commence this activity before the date the nationwide permit is modified or revoked, you will have twelve months from this date to complete your activity under the present terms and conditions of this nationwide permit.

This authorization does not eliminate the requirement that you must still obtain other applicable Federal, state, and local permits. If you have not already coordinated your project with the IADNR, please contact them by telephone 866/849-0321 to determine if a floodplain development permit is required for your project. You should also contact Casey Laskowski, in writing or telephone 515/330-6432 to determine if a sovereign lands construction permit is required or if this project may adversely impact Iowa threatened or endangered species or their habitat.

You are required to complete and return the enclosed "Transfer of Nationwide Permit Verification" and "Completed Work Certification" forms in accordance with General Condition Nos. 29 and 30 of the nationwide permits.

The Rock Island District Regulatory Division is committed to providing quality and timely service to our customers. In an effort to improve customer service, please take a moment to complete our Customer Service Survey found on our web site at **<https://regulatory.ops.usace.army.mil/ords/f?p=136:4>** (be sure to select "Rock Island District" under the area entitled: Which Corps office did you deal with?).

Should you have any questions, please contact our Regulatory Division by letter, email Catherine.E.Beatty@usace.army.mil or telephone Catherine Beatty at 612/258/3504.

Sincerely,



Matt Zehr
Chief, Special Projects Branch
Regulatory Division

Enclosures

cc:

Floodplain and Dam Safety Section, Iowa Department of Natural Resources,
Floodplain-help@dnr.iowa.gov

TRANSFER OF NATIONWIDE PERMIT VERIFICATION

Permit Number: CEMVR-RD-2023-0826

Name of Permittee/Project: Polk County Aviation Authority
c/o Paul Moritz / Ankeny Regional Airport Hangar
Expansion

County/State: Polk County / Iowa

Date of Issuance: October 13, 2023

When the structure(s) or work authorized by this nationwide permit are still in existence at the time the property is transferred, the terms and conditions of this nationwide permit, including any special conditions, will continue to be binding on the new owner(s), of the property. To validate the transfer of this nationwide permit and the liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.

Transferee

Date

CB

COMPLETED WORK CERTIFICATION

Permit Number: CEMVR-RD-2023-0826

Name of Permittee/Project: Polk County Aviation Authority
c/o Paul Moritz / Ankeny Regional Airport Hangar
Expansion

County/State: Polk County / Iowa

Date of Issuance: October 13, 2023

Upon completion of the activity authorized by this permit and any mitigation required by the permit, sign this certification, and return it to the following address:

U.S. Army Engineer District, Rock Island
ATTN: Regulatory Division
Clock Tower Building
Post Office Box 2004
Rock Island, Illinois 61204-2004

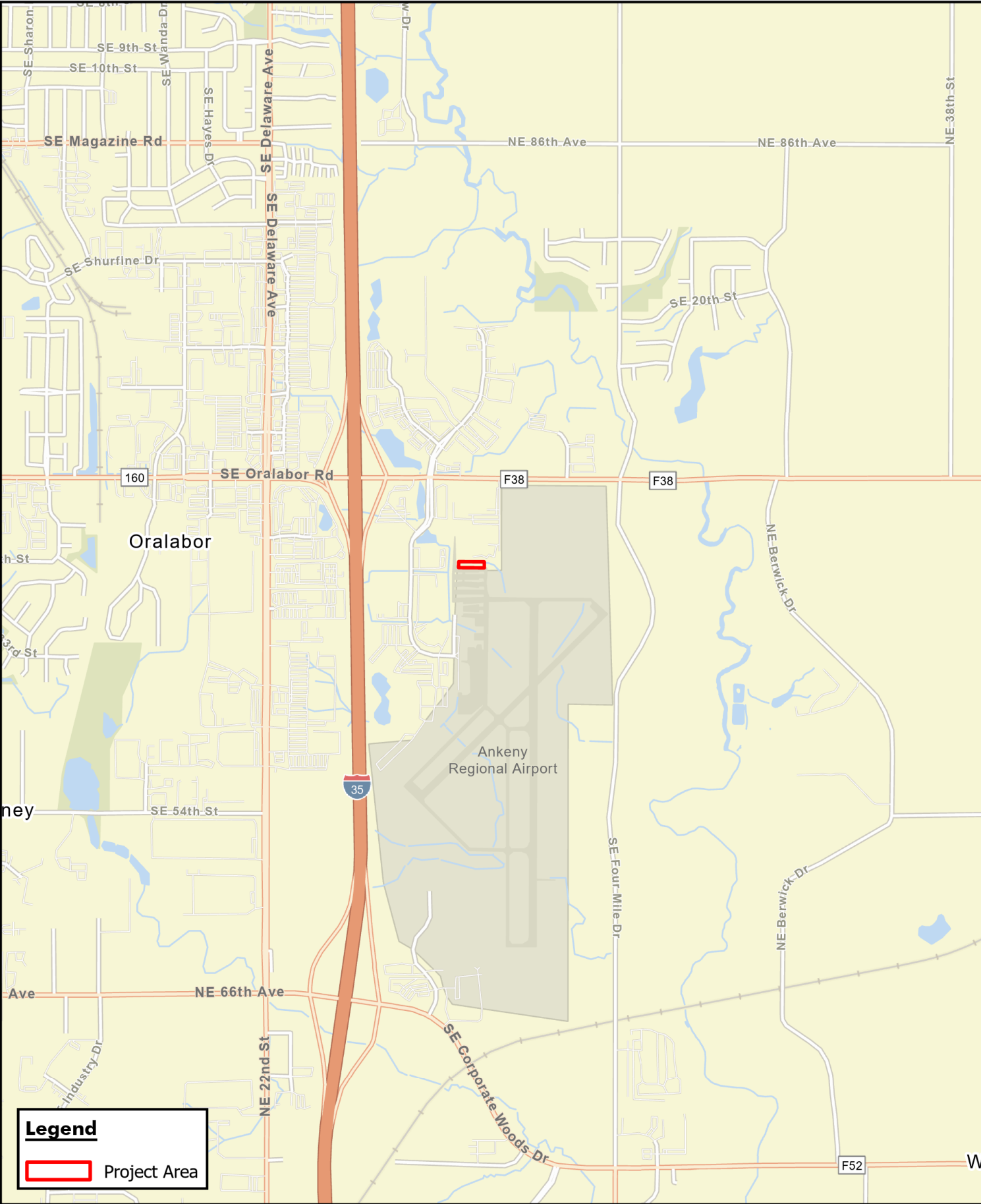
Please note that your permitted activity is subject to a compliance inspection by a U.S. Army Corps of Engineers representative. If you fail to comply with this permit, you are subject to permit suspension, modification, or revocation.

I hereby certify that the work authorized by the above reference permit has been completed in accordance with the terms and conditions of the said permit, and required mitigation was completed in accordance with the permit conditions.

Signature of Permittee

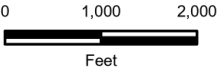
Date

CB



Legend

 Project Area



Project Location



1300 NW 451st Street
Olive, Iowa 50525
PH: 515-964-1229
Ankeny IA | Carroll IA | Olive IA
Clear Rapids IA | Fort Dodge IA
Hawarden IA | Johnston IA
Maum MO | Columbia MO
North Kansas City MO
Lenexa, KS

NOTICE
McClure Engineering, Co. is not responsible for the accuracy, completeness, or timeliness of the information provided in this report. The user of this report is responsible for obtaining all necessary permits and approvals from the appropriate authorities. The user of this report is also responsible for obtaining all necessary permits and approvals from the appropriate authorities. The user of this report is also responsible for obtaining all necessary permits and approvals from the appropriate authorities.



REVISIONS	
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PROJECT INFO
20200900
ENGINEER DRAWN BY CHECKED BY
JLM TMD JAP

ANKENY REGIONAL AIRPORT
ANKENY, IOWA
3713, 3715 SE CONVENIENCE BLVD.
WETLAND DELINEATION EXHIBIT

GN-04
4 OF 12



EXHIBIT 'B2' - WETLAND PURCHASE AGREEMENT

Polk County Conservation Board
12130 NW 128th Street
Granger, IA 50109

PURCHASE AGREEMENT

October 16, 2023

Paul Moritz
Polk County Aviation Authority
410 West First Street
Ankeny, IA 50023

Re: CEMVR-2023-0826

Polk County Conservation Board, owns and operates the Trails End Mitigation Bank legally described as shown in Exhibit A.

Trails End Mitigation Bank is operating in accordance with the Federal Guidance for the Establishment, Use and Operation of Mitigation Banks; Notice published in the Tuesday, November 28, 1995 Federal Register, Volume 60, No. 228.

The Trails End Mitigation Bank offers wetland credits to a primary service area for the Lower Des Moines River Basin as defined within the Iowa Mitigation Banking document (Last revised: July 2019).

As of the date of this agreement, Trails End Mitigation Bank is compliant with the performance criteria detailed in the banking instrument. This includes:

- The required Conservation Easement, (Polk County Conservation Board, Grantor; Iowa Natural Heritage Foundation, Grantee) is filed with the Polk County Recorder.
- The required long-term maintenance account has been created.
- Construction is in progress.
- Credits are within sufficient quantities and qualities for debit to meet the permit requirements for Iowa Dept of Natural Resources.

It is our understanding Iowa Dept of Natural Resources will require .18 emergent wetland credits to satisfy unavoidable impacts described in the above-referenced Section 404 Application. Upon the USACE permit approval and the signing of the Purchase Agreement and the payment of \$8,100.00 for the purchase of the require .18 emergent wetland credits to the Polk County Conservation Board, Polk County Conservation

Board will debit .18 emergent wetland credits from the Trails End Mitigation Bank's credit ledger to the appropriate project.

General Provisions:

PRICE: The Purchase Price **\$8,100.00** for .18 emergent wetland credits is payable to Polk County Conservation Board upon approval of permit **CEMVR-2023-0826**.

TIME FOR ACCEPTANCE: When accepted, this Agreement shall become a binding contract. If payment in full is not received within 30 days of the permit approval, this Purchase Agreement shall become Null and Void.

Immediately upon receiving payment and two signed originals, Polk County Conservation Board will execute the documents, return a signed original to you, and by regular mail deliver a copy and proof of payment to:

Abigail Steele
Regulatory Project Manager
Rock Island District Corps of Engineers
Clock Tower Building – PO Box 2004
Rock Island, IL 51204-2004

Ms. Katie Greenstein
Iowa DNR Section 401
WQC Wallace State Office
Building 502 East 9th Street
Des Moines, IA 50319-0034

Credits are not reserved until this document is fully executed and returned.

Date: October 16, 2023

Natalie McFarlane
Polk County Conservation Board
12130 NW 128th St
Granger, IA 50109

For Polk County Conservation Board:

X

Natalie McFarlane, Senior Accountant
Polk County Conservation Board

Date: OCTOBER 18, 2023

Paul Moritz
Polk County Aviation Authority
410 West First Street
Ankeny, IA 50023

For Polk County Aviation Authority:

X

Paul Moritz, Aviation Manager
Polk County Aviation Authority



ANKENY CITY COUNCIL
POLK COUNTY AVIATION AUTHORITY MEETING

November 9, 2023
5 : 00 PM

??

 **Print**

?? ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL: ??
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Payment #12 in the amount of \$8,100.00 to McClure Engineering for wetland mitigation credits for the North Property Line Box Hangars (Site Work and Vertical Infrastructure) project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: ??No

STAFF RECOMMENDATIONS:


PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment No. 12

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Ankeny Airport - North Property Line Box Hangars
(AIP Site Work and GAVI Vertical Infrastructure)
Contractor: McClure Engineering Company
Address: 1360 NW 121st St, Suite A, Clive, IA 50325
Finance Budget Code: 644 **Finance Project Code:** N/A
Vendor Project or Invoice #: 2022001042-001 **PO #** N/A
Original Contract Date: October 6, 2022 **Vendor #** N/A

Date of Board Meeting 9-Nov-23 **PAYMENT REQUEST #** 12
PAYMENT PERIOD: From: 10/01/23 through: 10/21/23

Contract Summary

Original Contract Amount:	\$	163,360.00	
Net change by Change Orders:	\$	6,918.00	
Contract Amount to Date: (line 1 ± 2)	\$	170,278.00	
Total completed and stored to date:	\$	168,360.00	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	168,360.00	
Less previous applications for payment:	\$	160,260.00	
SUBTOTAL	\$		8,100.00

OTHER CHARGES (Please attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 8,100.00

Balance to finish, including retainage: \$ 1,918.00

Contract Time Remaining (If applicable) N/A ##

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.

Engineer/Consultant Approval: McClure
Firm Name

Signature: [Signature] Date: 10/26/2023

PCAA Approval:

Signature: _____ Date: _____

City of Ankeny Staff Approval:

Signature: _____ Date: _____

Work Completed: See attached Progress Report.

Submit to: Paul Moritz, cc: Alexia Grgurich

Email: pmoritz@ankenyiowa.gov; AGrgurich@Ankenyiowa.gov Phone: 515-965-6420 Fax: 515-965-6416

Date Printed: 10/26/2023



1360 NW 121st Street
Clive, IA 50325

Paul Moritz
Polk County Aviation Authority
410 West First St
Ankeny, IA 50023

October 31, 2023
Project No: 2022001042-001
Invoice No: 12
Due Date: November 30, 2023

Project 2022001042-001 Ankeny: North Property Line Box Hangars (AIP Site Work and GAVI Vertical Infrastructure)

Professional Services from October 01, 2023 to October 21, 2023

Phase 1 Part I: Design and Bidding Services for AIP Services

Billing Phase	Fee	Percent Complete	Earned	Previous Billing	Current Billing
Existing Conditions	1,240.00	100.00	1,240.00	1,240.00	0.00
AIP Grant Administration	1,370.00	30.00	411.00	411.00	0.00
Preliminary Design	5,740.00	100.00	5,740.00	5,740.00	0.00
Soil Boring Coordination	920.00	100.00	920.00	920.00	0.00
30% Design	5,990.00	100.00	5,990.00	5,990.00	0.00
Sanitary Sewer /Lift Station Des IF NEED	3,470.00	100.00	3,470.00	3,470.00	0.00
Fire Flow Eval/Water Main Des IF NEEDED	2,520.00	100.00	2,520.00	2,520.00	0.00
90% Design	24,890.00	100.00	24,890.00	24,890.00	0.00
Sanitary Sewer /Lift Station Des IF NEED	4,060.00	100.00	4,060.00	3,451.00	609.00
Fire Flow Eval/Water Main Des IF NEEDED	3,820.00	100.00	3,820.00	3,247.00	573.00
Issued for Bid (100%)	6,220.00	100.00	6,220.00	6,220.00	0.00
Construction Permits	5,700.00	100.00	5,700.00	5,700.00	0.00
Advertise, Bidding, Contract Award	6,030.00	100.00	6,030.00	6,030.00	0.00
Topographic Survey	2,980.00	100.00	2,980.00	2,980.00	0.00
Project Management and Coordination	5,070.00	100.00	5,070.00	5,070.00	0.00
Supplemental #1 – Trails End Purchase	6,918.00	100.00	6,918.00	0.00	6,918.00
Total Fee	86,938.00		85,979.00	77,879.00	8,100.00
Total Fee					8,100.00
Total this Phase					\$8,100.00

Phase 2 Part II: GAVI Vertical Infrastructure Design and Bidding Services

Billing Phase	Fee	Percent Complete	Earned	Previous Billing	Current Billing
Existing Conditions	1,240.00	100.00	1,240.00	1,240.00	0.00
AIP Grant Administration	1,370.00	30.00	411.00	411.00	0.00
Preliminary Design	5,640.00	100.00	5,640.00	5,640.00	0.00
Soil Boring Coordination	920.00	100.00	920.00	920.00	0.00
30% Design	4,450.00	100.00	4,450.00	4,450.00	0.00
90% Design	22,670.00	100.00	22,670.00	22,670.00	0.00
Issued for Bid (100%)	5,670.00	100.00	5,670.00	5,670.00	0.00
Construction Permits	5,700.00	100.00	5,700.00	5,700.00	0.00
Advertise, Bidding, Contract Award	6,030.00	100.00	6,030.00	6,030.00	0.00
Topographic Survey	2,980.00	100.00	2,980.00	2,980.00	0.00
Project Management and Coordination	5,070.00	100.00	5,070.00	5,070.00	0.00
Subconsultants-Bluestone Eng & SVPA Arch	21,600.00	100.00	21,600.00	21,600.00	0.00
Total Fee	83,340.00		82,381.00	82,381.00	0.00
Total Fee					0.00
Total this Phase					0.00
Total Due this Invoice					\$8,100.00



PROGRESS REPORT

PROJECT #	2022001042-001		
PROJECT	ANKENY REGIONAL AIRPORT – NORTH PROPERTY LINE BOX HANGARS (AIP SITE WORK AND GAVI VERTICAL INFRASTRUCTURE)		
PRJ MNGR	JAY PUDENZ, P.E., LEED AP		
CLIENT	POLK COUNTY AVIATION AUTHORITY 410 WEST 1ST STREET ANKENY, IOWA 50021	Phone Fax Email:	515.965.6420 pmoritz@ankenyiowa.gov

REPORT BY	JAY PUDENZ, P.E., LEED AP Email: jpudenz@mcclurevision.com		
REPORTING PERIOD	OCTOBER 2023	NEXT REPORT	NOVEMBER 2023

SUMMARY OF WORK DONE LAST PERIOD

- ✓ Iowa Dept of Natural Resources require .18 emergent wetland credit to satisfy unavoidable impacts. The Purchase Agreement and the payment of \$8,100.00 for the purchase of the required .18 emergent wetland credits to the Polk County Conservation Board, Polk County Conservation Board will debit .18 emergent wetland credit from the Trails End Mitigation Bank's credit ledger to the appropriate project.

FORECAST OF ACTIVITIES FOR NEXT PERIOD

- N/A

VALUE ADDED SERVICES

- N/A

INPUT NEEDED

- N/A



ANKENY CITY COUNCIL

POLK COUNTY AVIATION AUTHORITY MEETING

November 9, 2023
5 : 00 PM

??

 **Print**

?? ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Enhance Quality of Life

??

ACTION REQUESTED:
Resolution

LEGAL:
No Review Required

SUBJECT:

Taxiway D Apron and Access Roadway - Phase 3 Project: Consider motion to approve: a) Statement of Completion; b) **RESOLUTION** accepting the public improvements with in the amount of \$629,755.40; and c) Payment #7 Final/Retainage Release in the amount of \$1,800.00 thirty days after project acceptance.

EXECUTIVE SUMMARY:

FISCAL IMPACT: ??No

STAFF RECOMMENDATIONS:





PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Engr Statement of Completion
 Resolution
 Pay Application No. 7 - Final
 Pay Application No. 7 - Final (Signed Pg 2)

November 1, 2023

Mr. Paul Moritz
Airport Board Manager
410 West First Street
Ankeny, IA 50023

**Re: Ankeny Airport – Taxiway D Apron & Access Road Paving – Phase 3
Iowa DOT AIP Project No. 9I220IKV100, Contract No. 3365**

STATEMENT OF COMPLETION

Dear Mr. Moritz:

This is to verify that McClure has reviewed the work performed by Concrete Technologies, Inc. of Grimes, Iowa, on the above referenced project under the original contract to the Polk County Aviation Authority dated September 9, 2021. The original contract amount for this project was \$633,740.90 and the final construction cost was \$629,755.40. The \$3,985.50 reduction in work (0.6%) to the original contract amount was due to final quantity adjustment as detailed in Change Order #1:

Change Order	Description	Amount
1	As-Built quantity deductions for items #33, 34, 36 and 37. Minor overrun for item #30. Also, new item for unforeseen conditions – ditch slope matting on sides of concrete ditch swale.	-\$ 3,985.50
Total =		-\$ 3,985.50

We find the work to be completed in substantial compliance with the Plans and Specifications and Change Orders governing the construction of this Work. We, therefore, recommend this Work be accepted by the Polk County Aviation Authority. Final payment has been made to date, less \$1,800.00 for retainage. As per Iowa Code requirements, the retainage may not be released to the said Contractor until 30 days after the date of final acceptance unless waived by the Sponsor.

Respectfully submitted,

McCLURE ENGINEERING COMPANY



Jay A. Pudenz, P.E., LEED AP
Project Manager

RESOLUTION NO. 2023-

**RESOLUTION ACCEPTING THE PUBLIC IMPROVEMENTS ASSOCIATED WITH THE
TAXIWAY D APRON AND ACCESS ROADWAY – PHASE 3 PROJECT**

WHEREAS, the Polk County Aviation Authority is under contract with Construction Technologies, Inc. of Grimes, Iowa. for the construction of certain public improvements generally described as the Taxiway D Apron and Access Roadway – Phase 3 Project at the Ankeny Regional Airport ; and

WHEREAS, the said contractor has fully completed the construction of said public improvements in accordance with the terms and conditions of said contract, plans and specifications, as shown by the Engineer’s Statement of Completion, dated November 1, 2023.

NOW, THEREFORE, BE IT RESOLVED that the Polk County Aviation Authority approves and adopts the said certificate of the Engineer, approves and accepts the said public improvements at the Ankeny Regional Airport, having been fully completed in accordance with said plans, specifications and form of contract and the total final construction cost thereof is hereby determined to be \$629,755.40 as shown in said statement of the Engineer.

BE IT FURTHER RESOLVED that, in accordance with the contract documents, the retainage amount of \$1,800.00 shall be paid to the contractor after a period of thirty (30) days from the date of acceptance of the project by the Polk County Aviation Authority and upon submittal of all required documentation by the contractor.

Polk County Aviation Authority

Jeff Wangsness, Chairperson

ATTEST:

Diane Klemme, Recording Secretary



Project Title: Ankeny Airport - Taxiway D Apron & Access Roadway Paving – Phase 3
Contractor: Concrete Technologies, Inc.
Address: 1001 SE 37th Street, Grimes, IA 50111
Finance Budget Code: 644 **Finance Project Code:** N/A
Vendor Project or Invoice #: 201937-010 **PO #** N/A
Original Contract Date: September 9, 2021 **Vendor #** N/A

Date of Board Meeting 9-Nov-23 **PAYMENT REQUEST #** 7
PAYMENT PERIOD: From: 08/10/23 through: 11/09/23

Contract Summary

Original Contract Amount:	\$	633,740.90	
Net change by Change Orders:	\$	(3,985.50)	
Contract Amount to Date: (line 1 ± 2)	\$	629,755.40	
Total completed and stored to date:	\$	629,755.40	
Retainage: <u>0</u> % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	629,755.40	
Less previous applications for payment:	\$	627,955.40	
SUBTOTAL	\$		1,800.00

OTHER CHARGES (Please attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 1,800.00

Balance to finish, including retainage: \$ - *

Contract Time Remaining (If applicable) N/A

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.

Engineer/Consultant Approval: McClure
Firm Name

Signature [Signature] Date 11/1/2023

PCAA Approval:

Signature _____ Date _____

City of Ankeny Staff Approval:

Signature _____ Date _____

All work is completed and paid out for the project except \$1,800.00 retainage for seeding items. This was held to ensure all areas have established seeding before final payment. As per Iowa Code, this retainage should be paid 30 days following the date of final project acceptance unless this time is otherwise waived by the Contracting Authority.

Submit to: Polk County Aviation Authority

Email: PMoritz@ankenyiowa.gov

Phone: 515-965-6420 **Fax:** 515-965-6416

APPLICATION FOR PARTIAL PAYMENT NO. 7

PROJECT: Ankeny Regional Airport
Taxiway D Apron and Access Road Paving (Phase 3)

M^cCLURE PROJECT NO.: 210937-010

OWNER: Polk County Aviation Authority

CONTRACTOR: Concrete Technologies, Inc.

Original Contract Date: September 9, 2021

ADDRESS: 1001 SE 37th Street, Grimes, IA 50111

DATE: November 9, 2023

August 10, 2023 (PA#6) through November 9, 2023 (Final Acceptance)

1. CONTRACT SUMMARY:

Original Contract Amount:	\$633,740.90
Net Change by Change Orders:	<u>-\$3,985.50</u>
Contract Amount to Date:	\$629,755.40

2. WORK SUMMARY:

Total Work Performed to Date:	\$629,755.40
Retainage: 0%	<u>\$0.00</u>
Total Earned Less Retainage:	\$629,755.40
Less Previous Applications for Payment:	<u>\$627,955.40</u>
AMOUNT DUE THIS APPLICATION:	<u><u>\$1,800.00</u></u>

3. CONTRACTOR'S CERTIFICATION:

The undersigned CONTRACTOR certifies that:

- (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with the Work covered by prior Applications for Payment; and
- (2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment are free and clear of all liens, claims, security interests, and encumbrances.

Concrete Technologies, Inc.
CONTRACTOR

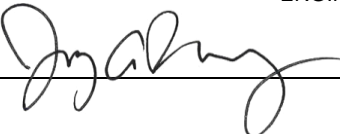
By _____

DATE: _____

4. ENGINEER'S APPROVAL:

Payment of the above AMOUNT DUE THIS APPLICATION is recommended:

McClure
ENGINEER

By 

DATE: 11/1/2023

5. OWNER'S APPROVAL:

Polk County Aviation Authority
OWNER

By _____

DATE: _____

Summary of Pay Request No. 7 - 11/09/2023

Ankeny Regional Airport, Ankeny, Iowa
Taxiway D Apron and Access Roadway Paving (Phase 3)

Previous Period(s)										Current Period		Total (To-Date)	
Item No.	Description	Bid Quantity	Unit	Unit Price	Bid Cost	Quantity	Cost	Quantity	Cost	Current Quantity	Current Cost	Current Percent Complete	
BASE BID													
1.	TOPSOIL, ON-SITE	697	CY	\$ 12.60	\$ 8,782.20	697.00	\$ 8,782.20		\$ -	697.00	\$ 8,782.20	100%	
2.	EXCAVATION, CLASS 10, CLASS 12, OR CLASS 13	1,100	CY	\$ 11.55	\$ 12,705.00	1,100.00	\$ 12,705.00		\$ -	1,100.00	\$ 12,705.00	100%	
3.	BELOW GRADE (UNSUITABLE) EXCAVATION	800	CY	\$ 10.50	\$ 8,400.00	800.00	\$ 8,400.00		\$ -	800.00	\$ 8,400.00	100%	
4.	SUBGRADE PREPARATION	4,460	SY	\$ 2.10	\$ 9,366.00	4,460.00	\$ 9,366.00		\$ -	4,460.00	\$ 9,366.00	100%	
5.	COMPACTION TESTING	1	LS	\$ 895.00	\$ 895.00	1.00	\$ 895.00		\$ -	1.00	\$ 895.00	100%	
6.	REMOVE, SALVAGE, AND RESPEAD EXISTING GRANULAR SURFACING	150	SY	\$ 11.00	\$ 1,650.00	150.00	\$ 1,650.00		\$ -	150.00	\$ 1,650.00	100%	
7.	MODIFIED SUBBASE, IDOT 4123	4,208	SY	\$ 8.95	\$ 37,661.60	4,208.00	\$ 37,661.60		\$ -	4,208.00	\$ 37,661.60	100%	
8.	GEOTEXTILE FABRIC	4,629	SY	\$ 2.10	\$ 9,720.90	4,629.00	\$ 9,720.90		\$ -	4,629.00	\$ 9,720.90	100%	
9.	BELOW GRADE (UNSUITABLE) EXCAVATION	1	LS	\$ 1,575.00	\$ 1,575.00	1.00	\$ 1,575.00		\$ -	1.00	\$ 1,575.00	100%	
10.	LOCATION AND PROTECTION OF EXISTING UTILITIES	1	LS	\$ 5,250.00	\$ 5,250.00	1.00	\$ 5,250.00		\$ -	1.00	\$ 5,250.00	100%	
11.	TRENCH COMPACTION TESTING	1	LS	\$ 1,100.00	\$ 1,100.00	1.00	\$ 1,100.00		\$ -	1.00	\$ 1,100.00	100%	
12.	SANITARY SEWER SERVICE STUB, PVC, 6 IN. DIA.	40	LF	\$ 138.00	\$ 5,520.00	40.00	\$ 5,520.00		\$ -	40.00	\$ 5,520.00	100%	
13.	REMOVAL OF EXISTING UNDERDRAIN	176	LF	\$ 25.25	\$ 4,444.00	176.00	\$ 4,444.00		\$ -	176.00	\$ 4,444.00	100%	
14.	PIPE CULVERT, TRENCHED, RCP, 24 IN. DIA.	160	LF	\$ 152.50	\$ 24,400.00	160.00	\$ 24,400.00		\$ -	160.00	\$ 24,400.00	100%	
15.	PIPE APRON, RCP, 24 IN. DIA.	4	EA	\$ 1,785.00	\$ 7,140.00	4.00	\$ 7,140.00		\$ -	4.00	\$ 7,140.00	100%	
16.	FOOTING FOR CONCRETE PIPE APRON, RCP, 24 IN. DIA.	4	EA	\$ 368.00	\$ 1,472.00	4.00	\$ 1,472.00		\$ -	4.00	\$ 1,472.00	100%	
17.	PIPE APRON GUARD	4	EA	\$ 1,415.00	\$ 5,660.00	4.00	\$ 5,660.00		\$ -	4.00	\$ 5,660.00	100%	
18.	4" UNDERDRAIN, PVC, INSTALLED IN TRENCH	788	LF	\$ 20.50	\$ 16,154.00	788.00	\$ 16,154.00		\$ -	788.00	\$ 16,154.00	100%	
19.	12" ROOF DRAIN COLLECTOR, PVC, INSTALLED IN TRENCH	360	LF	\$ 35.50	\$ 12,780.00	360.00	\$ 12,780.00		\$ -	360.00	\$ 12,780.00	100%	
20.	UNDERDRAIN CLEANOUT	6	EA	\$ 940.00	\$ 5,640.00	6.00	\$ 5,640.00		\$ -	6.00	\$ 5,640.00	100%	
21.	12" TYPE 2A CLEANOUT	1	EA	\$ 935.00	\$ 935.00	1.00	\$ 935.00		\$ -	1.00	\$ 935.00	100%	
22.	UNDERDRAIN CONNECTION TO RCP CULVERT (TYPE PC-1 CONCRETE COLLAR CONNECTION)	3	EA	\$ 715.00	\$ 2,145.00	3.00	\$ 2,145.00		\$ -	3.00	\$ 2,145.00	100%	
23.	PAVEMENT, PLAIN PCC, 7 IN.	4,706	SY	\$ 61.75	\$ 290,595.50	4,706.00	\$ 290,595.50		\$ -	4,706.00	\$ 290,595.50	100%	
24.	PAVEMENT, REINFORCED PCC, 7 IN.	122	SY	\$ 110.00	\$ 13,420.00	122.00	\$ 13,420.00		\$ -	122.00	\$ 13,420.00	100%	
25.	PCC PAVEMENT SAMPLES AND TESTING	1	LS	\$ 4,300.00	\$ 4,300.00	1.00	\$ 4,300.00		\$ -	1.00	\$ 4,300.00	100%	
26.	PAVEMENT MARKING, WATERBORNE	459	SF	\$ 6.30	\$ 2,891.70	459.00	\$ 2,891.70		\$ -	459.00	\$ 2,891.70	100%	
27.	PAVED SWALE, PCC, 6 IN.	218	SY	\$ 100.00	\$ 21,800.00	218.00	\$ 21,800.00		\$ -	218.00	\$ 21,800.00	100%	
28.	SHOULDER, GRANULAR, TYPE B	92	TON	\$ 99.75	\$ 9,177.00	92.00	\$ 9,177.00		\$ -	92.00	\$ 9,177.00	100%	
29.	TEMPORARY TRAFFIC CONTROL	1	LS	\$ 1,465.00	\$ 1,465.00	1.00	\$ 1,465.00		\$ -	1.00	\$ 1,465.00	100%	
30.	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING, TYPE 1 (PERMANENT LAWN MIXTURE)	0.6	AC	\$ 5,250.00	\$ 3,150.00	0.60	\$ 3,150.00		\$ -	0.60	\$ 3,150.00	100%	
31.	SWPPP PREPARATION	1	LS	\$ 1,575.00	\$ 1,575.00	1.00	\$ 1,575.00		\$ -	1.00	\$ 1,575.00	100%	
32.	SWPPP MANAGEMENT	1	LS	\$ 2,625.00	\$ 2,625.00	1.00	\$ 2,625.00		\$ -	1.00	\$ 2,625.00	100%	
33.	FILTER SOCK, 8 IN. DIA.	800	LF	\$ 2.10	\$ 1,680.00	800.00	\$ 1,680.00		\$ -	800.00	\$ 1,680.00	100%	
34.	FILTER SOCK, REMOVAL	800	LF	\$ 0.25	\$ 200.00	800.00	\$ 200.00		\$ -	800.00	\$ 200.00	100%	
35.	SILT FENCE OR SILT FENCE DITCH CHECK	800	LF	\$ 2.10	\$ 1,680.00	800.00	\$ 1,680.00		\$ -	800.00	\$ 1,680.00	100%	
36.	SILT FENCE OR SILT FENCE DITCH CHECK, REMOVAL OF SEDIMENT	800	LF	\$ 0.25	\$ 200.00	800.00	\$ 200.00		\$ -	800.00	\$ 200.00	100%	
37.	SILT FENCE OR SILT FENCE DITCH CHECK, REMOVAL OF DEVICE	800	LF	\$ 0.25	\$ 200.00	800.00	\$ 200.00		\$ -	800.00	\$ 200.00	100%	
38.	STABILIZED CONSTRUCTION ENTRANCE	100	TON	\$ 31.75	\$ 3,175.00	100.00	\$ 3,175.00		\$ -	100.00	\$ 3,175.00	100%	
39.	EROSION CONTROL MULCHING, HYDROMULCH	0.6	AC	\$ 2,100.00	\$ 1,260.00	0.60	\$ 1,260.00		\$ -	0.60	\$ 1,260.00	100%	
40.	MOBILIZATION	1	LS	\$ 52,700.00	\$ 52,700.00	1.00	\$ 52,700.00		\$ -	1.00	\$ 52,700.00	100%	
41.	TRENCH OR PLOW FOR DUCT	286	LF	\$ 3.15	\$ 900.90	286.00	\$ 900.90		\$ -	286.00	\$ 900.90	100%	
42.	REMOVE EXISTING TAXIWAY CABLE AND CONDUIT	166	LF	\$ 8.40	\$ 1,394.40	166.00	\$ 1,394.40		\$ -	166.00	\$ 1,394.40	100%	
43.	REMOVE EXISTING COUNTERPOISE	166	LF	\$ 4.50	\$ 747.00	166.00	\$ 747.00		\$ -	166.00	\$ 747.00	100%	
44.	REMOVE EXISTING TAXIWAY EDGE LIGHT, STAKE MOUNTED	1	EA	\$ 499.00	\$ 499.00	1.00	\$ 499.00		\$ -	1.00	\$ 499.00	100%	
45.	1/C #8 AWG, SKV, L-824, TYPE C, INSTALLED IN DUCT OR CONDUIT	870	LF	\$ 6.60	\$ 5,742.00	870.00	\$ 5,742.00		\$ -	870.00	\$ 5,742.00	100%	
46.	#6 BARE COPPER COUNTERPOISE WIRE INSTALLED IN TRENCH INCLUDING GROUND RODS AND CONNECTORS	486	LF	\$ 6.30	\$ 3,061.80	486.00	\$ 3,061.80		\$ -	486.00	\$ 3,061.80	100%	
47.	(1) 2"DUCT, SCH. 40 PVC, IN TRENCH OR (1) 2" HDPE SDR-13.5 DUCT, PLOWED	286	LF	\$ 8.40	\$ 2,402.40	286.00	\$ 2,402.40		\$ -	286.00	\$ 2,402.40	100%	
48.	3" SCHEDULE 80 PVC/HDPE CONDUIT, TRENCHED, IN DUCT BANK	166	LF	\$ 14.75	\$ 2,448.50	166.00	\$ 2,448.50		\$ -	166.00	\$ 2,448.50	100%	
49.	L-861T, MEDIUM INTENSITY TAXIWAY LIGHT, STAKE-MOUNTED, BLUE LENS, COMPLETE	16	EA	\$ 895.00	\$ 14,320.00	16.00	\$ 14,320.00		\$ -	16.00	\$ 14,320.00	100%	
50.	RETROREFLECTIVE MARKER, REMOVE AND RESET	8	EA	\$ 235.00	\$ 1,880.00	8.00	\$ 1,880.00		\$ -	8.00	\$ 1,880.00	100%	
51.	PROPOSED STREET LIGHT POLE, FIXTURE, AND PRECAST FOUNDATION, COMPLETE WITH WIRING CONNECTION TO EXISTING HANDHOLE	1	EA	\$ 4,855.00	\$ 4,855.00	1.00	\$ 4,855.00		\$ -	1.00	\$ 4,855.00	100%	
TOTAL - BASE BID					\$ 633,740.90	\$ 633,740.90	\$ -	\$ 633,740.90					

CHANGE ORDER NO. 1 - AS-BUILT QUANTITIES, OVERRUNS, AND NEW ITEM

3.	BELOW GRADE (UNSUITABLE) EXCAVATION		CY	\$ 10.50	\$ -	-704.20	\$ -7394.1		\$ -	0.00	\$ (7,394.10)	100%
30.	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING, TYPE 1 (PERMANENT LAWN MIXTURE)		AC	\$ 5,250.00	\$ -		\$ 0	0.82	\$ 4,305.00	0.82	\$ 4,305.00	100%
33.	FILTER SOCK, 8 IN. DIA.		LF	\$ 2.10	\$ -	-784.00	\$ -1646.4		\$ -	0.00	\$ (1,646.40)	100%
34.	FILTER SOCK, REMOVAL		LF	\$ 0.25	\$ -	-800.00	\$ (200.00)		\$ -	0.00	\$ (200.00)	100%
36.	SILT FENCE OR SILT FENCE DITCH CHECK, REMOVAL OF SEDIMENT		LF	\$ 0.25	\$ -	-800.00	\$ -200		\$ -	0.00	\$ (200.00)	100%
37.	SILT FENCE OR SILT FENCE DITCH CHECK, REMOVAL OF DEVICE		LF	\$ 0.25	\$ -	-800.00	\$ (200.00)		\$ -	0.00	\$ (200.00)	100%
70.	Erosion Control Matting Along Ditch Swale		SY	\$ 2.25	\$ -	600.00	\$ 1350		\$ -	0.00	\$ 1,350.00	100%
TOTAL - CHANGE ORDER NO. 1					\$ -		\$ (8,290.50)		\$ 4,305.00		\$ (3,985.50)	

Current Cost Total for Base Bid and Approved Change Orders				Original Contract Amount	\$ 633,740.90	\$ 625,450.40	\$ 4,305.00	\$ 629,755.40
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Summary

Value of Completed Work	\$ 629,755.40
Less Retainage 0.00%	\$ -
Net Amount Due Through This Request	\$ 629,755.40
Less Amounts Previously Approved	\$ 627,955.40
Amount Due This Request	\$ 1,800.00



ANKENY CITY COUNCIL

POLK COUNTY AVIATION AUTHORITY MEETING

November 9, 2023
5 : 00 PM

??

 **Print**

?? ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Strengthen Community Engagement

??

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve a rezoning petition for Old Dominion Freight Lines to support the addition of a parking lot to their facility.

EXECUTIVE SUMMARY:

FISCAL IMPACT: ??**No**

STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download

 [Petition](#)

 [Location Map](#)

ERG
ENGINEERING RESOURCE GROUP, INC.

ENGINEERS & SURVEYORS

PH. 515 / 288-4823

October 26, 2023

RE: Rezoning of Nearby Property

Dear Property Owner:

You are receiving this letter because you own property within 250 feet of land that is proposed for rezoning to a Planned Unit Development (PUD). The land to be rezoned is shaded in green on the enclosed drawing #1.

The property is proposed to be developed as a parking lot for Old Dominion Freight Line (ODFL) in support of the existing facility just northeast of the land proposed for rezoning. The current ODFL site is currently zoned PUD and the same is proposed at this location. At this time no buildings are proposed. Berms and landscaping are proposed along SE Four Mile Drive to screen the view from that direction in accordance with the PUD documents.

Enclosed is drawing #2 which shows the proposed layout of the project. Details of the site plan have not yet been reviewed or approved by the City of Ankeny; thus, there may be minor revisions going forward with the review process.

The City of Ankeny will be mailing you additional information regarding this rezoning request which will include public meeting dates.

Also enclosed is a petition that we are asking you to sign if you are in agreement with the rezoning request. You may sign and return in the enclosed envelope or scan the document and email back to me at doug@ergcorp.com. We would like to hear from you by November 12th, if we could.

Please feel free to call or email me with questions at 515-288-4823.

Thank you for your consideration.

Sincerely,

ENGINEERING RESOURCE GROUP, INC.


Doug Saltsgaver, P.E.
President

DJS/kee
Enclosures 4

J:\2022 Proj\22-077\REZONE\Property Owner Letter.docx



HOYT + BERENYI



OLD DOMINION FREIGHT LINE
ANKENY, IA
SE FOUR MILE ROAD
ANKENY, IOWA

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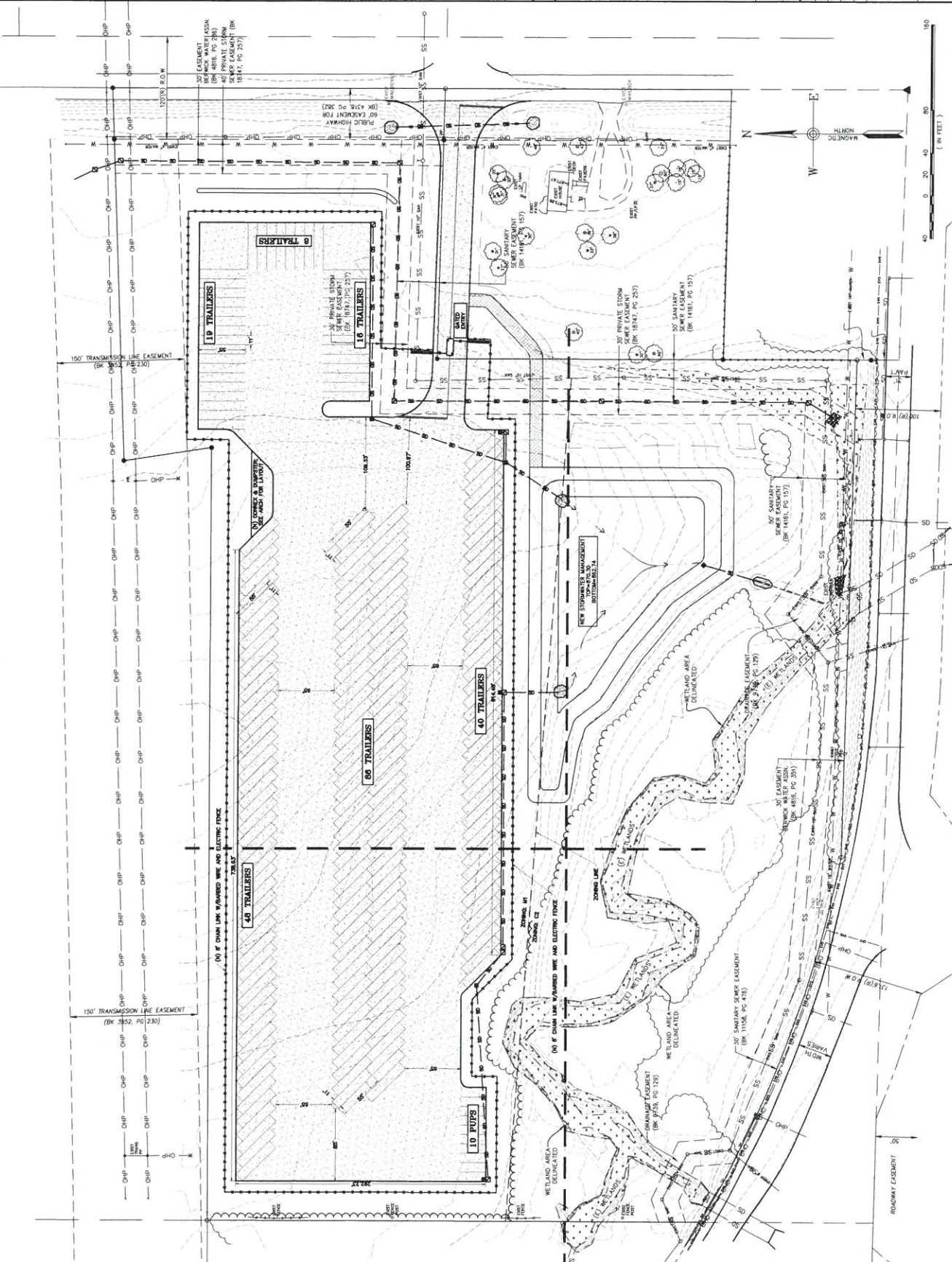
TE:	August 17, 2023
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SALE	1" x 50"
NET WEIGHT	
NET WEIGHT	

Overall

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1141



C.3.0

PETITION FOR REZONING

TO: Honorable Mayor and City Council
Plan and Zoning Commission

We, the undersigned owners of the following described real estate

Legal Description / Address:

Legal Description/Address is provided in the attached "Property Description - ODFL Rezoning" document.

request that said real estate be rezoned from its present classification of C-2 / M-1 / R-1 to PUD for the purpose of allowing the following use(s):

Old Dominion Freight Line Trailer Storage Yard.

The undersigned owners of real estate lying outside of said tract, but within two hundred and fifty (250') feet of the boundaries thereof, intervening streets and alleys not included in the computation of said distance, join in this petition for the purpose of having the above described real estate rezoned from C-2/M-1/R-1 to PUD.

Parcel owner(s) signatures

Beasley Farms, Inc Stephen T. Beasley
(TRACT A, Owner Name)

Stephen T. Beasley
(TRACT A, Signature)

(TRACT B, Owner Name)

(TRACT B, Signature)

Parcel owners within 250' of the above tract:

Property Owner: Old Dominion Freight

Address: 6925 SE Four Mile Drive, Ankeny, IA

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Property Owner: Penta Partners LLC

Address: 7075 SE Four Mile Drive, Ankeny

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Property Owner: Polk County/Aviation Authority _____
Address: 3700 SE Convenience Blvd. Ankeny, IA _____
Signature: _____ Date: _____
Printed Name: _____ Title: _____

Property Owner: Four Mile Distribution 1, LLC _____
Address: 6910 SE Four Mile Drive, Ankeny, IA _____
Signature: _____ Date: _____
Printed Name: _____ Title: _____

Property Owner: _____
Address: _____
Signature: _____ Date: _____
Printed Name: _____ Title: _____

Property Owner: _____
Address: _____
Signature: _____ Date: _____
Printed Name: _____ Title: _____

Property Owner: _____
Address: _____
Signature: _____ Date: _____
Printed Name: _____ Title: _____

Property Owner: _____
Address: _____
Signature: _____ Date: _____
Printed Name: _____ Title: _____

Property Owner: _____
Address: _____
Signature: _____ Date: _____
Printed Name: _____ Title: _____

DRAWING #1

EXISTING ODFL
FACILITY

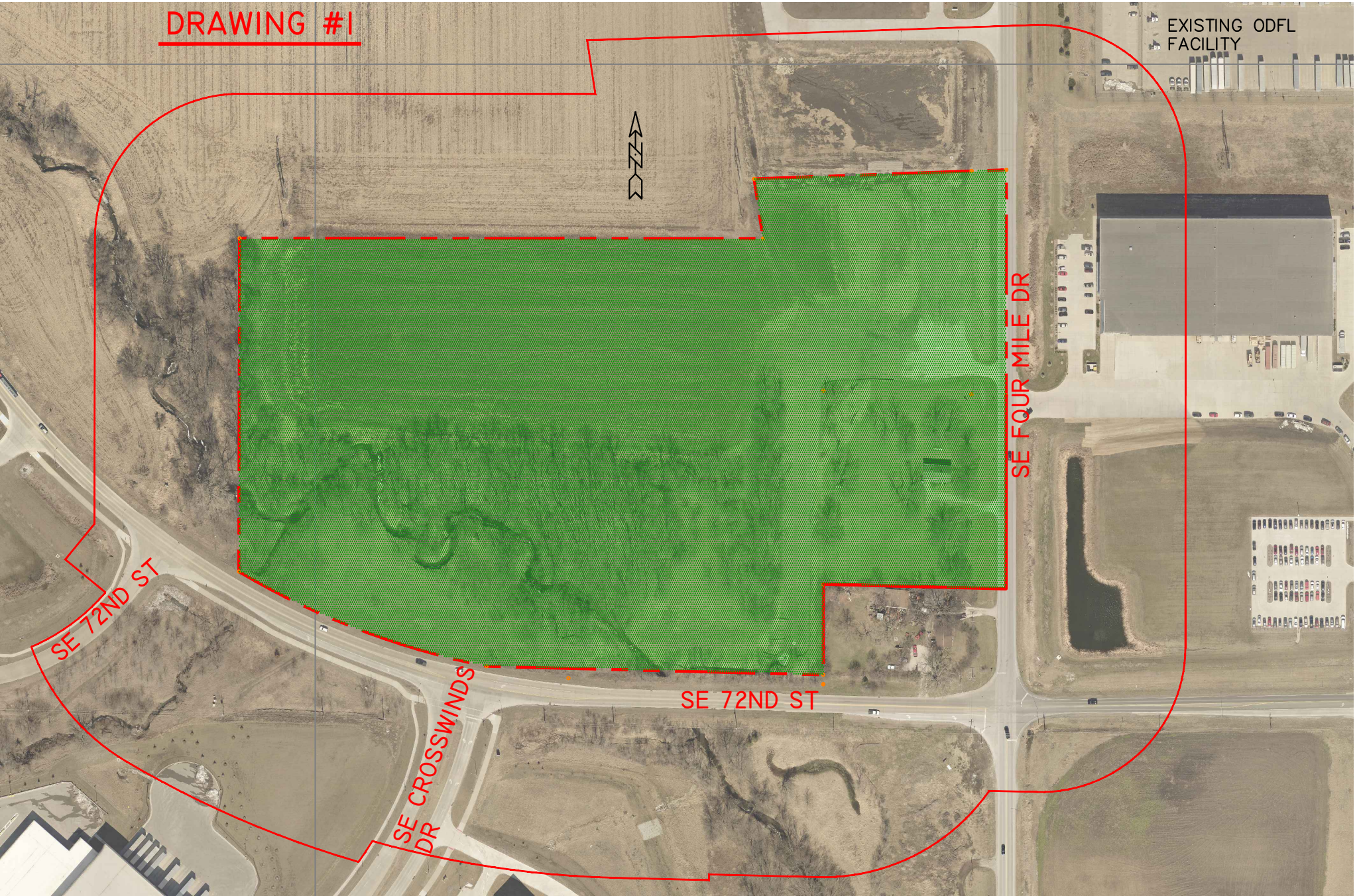


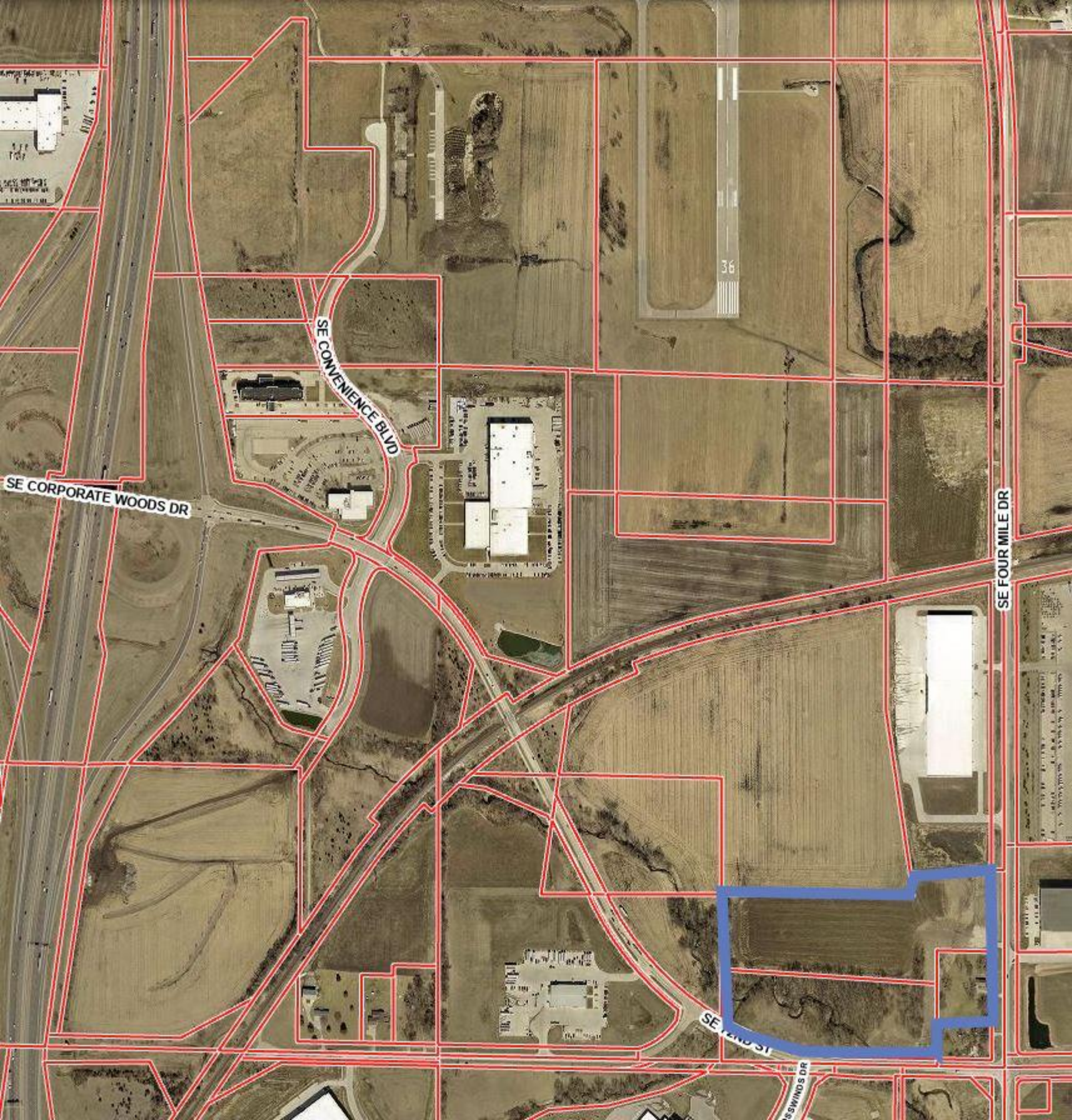
SE FOUR MILE DR

SE 72ND ST

SE CROSSWINDS
DR

SE 72ND ST





SE FIVE MILE DR

SE CONVENIENCE BLVD

SE CORPORATE WOODS DR

SE FIVE ST

SE FIVE ST



ANKENY CITY COUNCIL

POLK COUNTY AVIATION AUTHORITY MEETING

November 9, 2023
5 : 00 PM

??

 **Print**

?? ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL: ??
Upgrade Essential Infrastructure

ACTION REQUESTED:
Resolution

LEGAL:
No Review Required

SUBJECT:

Consider motion to adopt **RESOLUTION** authorizing the execution of Professional Services Agreement with McClure Engineering for the final design and bidding services required for the Runway 18/36 Reconstruction Project -McClure Task Order No. 4.

EXECUTIVE SUMMARY:

FISCAL IMPACT: ??**No**

STAFF RECOMMENDATIONS:



PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Task Order No. 4
 Resolution

Project No.: 2022001042-004
Project Name: Reconstruct Runway 18/36: Design and Bidding
Ankeny Regional Airport (IKV)
Project Manager: Jay A. Pudenz, PE, LEED AP

**TASK ORDER NO. 4
AGREEMENT FOR ENGINEERING SERVICES
ANKENY REGIONAL AIRPORT
ANKENY, IOWA**

This **TASK ORDER NO. 04**, made on the _____ day of _____, 202____, under the terms and conditions established in the **MASTER AGREEMENT**, dated the 6th day of October, 2022, by and between **McClure of Clive, IA** (herein referred to as "**Consultant**") and the **Polk County Aviation Authority (PCAA)** (hereinafter referred to as "**Owner**"). Services shall be performed per the fees, terms and conditions outlined in this Task Order. The **Consultant** shall provide engineering services at the request of the **Owner** which consists of the items listed below, located at the **Ankeny Regional Airport (IKV)**.

PROJECT DESCRIPTION:

**ANKENY REGIONAL AIRPORT
DESIGN AND BIDDING SERVICES
RECONSTRUCT RUNWAY 18/36
FAA AIP 3-19-0132-029-2024**

1. The **Owner** shall provide information, which shall set forth the **Owner's** objectives, schedule, constraints, budget with reasonable contingencies and other applicable criteria. (See Exhibit 'E' for **Owner's** responsibilities).
2. The **Consultant** shall provide the following services, including:

Part I: Design and Bidding Services (AIP Eligible)

Item	Included	Not Included
200. <u>Existing Conditions</u>		
1. Data Gathering/Inventory		X
2. Existing Condition Drawings		X
3. Testing for Asbestos in Building to be Demolished (Asbestos Mitigation not included)		X
4. Storm Sewer Televising (Owner to contract separately with Contractor)		
• Review existing conditions of 48" RCP under intersection of RWY 18/36 and RWY 4/22	X	
• Review existing conditions of 54" RCP under RWY 18/36	X	
5. Geographical Information Systems		X
6. Environmental Assessment		X
7. Airspace Obstruction Survey		X
300. <u>A. Airport Improvement Program (AIP) Grant Administration</u>		
1. Prepare AIP Grant Application	X	
2. Prepare AIP Sponsor Certifications	X	
3. Prepare AIP Invoice Summary & assist Owner with monthly Reimbursement requests		X
4. Prepare AIP Sponsor Quarterly Performance Reports		X
5. Prepare AIP Financial Reports (SF-271 and SF-425 Forms)		X
6. Update 3-year DBE Program (FY24-FY26)	X	
7. Prepare Pavement Maintenance Program in accordance with FAA AC 150/5380-7B		
• Inventory of existing pavement conditions		X
• Compilation of current reports (network definition map, DOT pavement condition index report, recent geotechnical report)		X
• Preparation of Program Report (sections include General Information, Inspection Schedule, Pavement Inventory, Reports, Inspection Reports, Distress Identification Index, Economic Analysis/Network Priority Ranking, and Program Funding)		X
<u>B. Bipartisan Infrastructure Law (BIL) Grant Administration</u>		
1. Prepare BIL Grant Application		X
2. Prepare BIL Sponsor Certifications		X
3. Prepare BIL Invoice Summary & assist Owner with monthly Reimbursement requests		X
4. Prepare BIL Sponsor Quarterly Performance Requests		X
5. Prepare BIL Financial Reports (SF-271 and SF-425 Forms)		X
400. <u>Preliminary Design</u>		
1. Conduct Project Kickoff Meeting (virtual). Prepare agenda and distribute minutes. (Attended by PM, 2 Sr. PE's, and Staff Engineer)	X	
2. Confirm Scope, Extent and Character of the Project:		
• Final Design Criteria		X
• Field Survey to Determine Existing Conditions (1-4 hour visit by PM, Eng II, and Project Engineer)		X
• Pre-trip preparation		X
• Post trip processing		X
• Develop Construction Item List	X	
• Review Project Questions and Issues	X	
• Coordinate Building Layouts		X
• Operation and Maintenance Concepts		X
• Utility Requirements		X
• Project Limits Exhibit		X
• Construction Incentives and Disincentives (Not AIP Eligible)		X
3. Prepare Prelim "Opinion of Probable Costs" and Project Budget		X
435. <u>Soil Boring Coordination</u>		
1. Prepare Geotechnical Scope of Work and submit to Geotechnical Firm		X
2. Review Geotechnical Scope/Fee Proposal and coordinate contract approval with Owner		X
3. Coordinate field exploration with Owner		X
4. Review Geotechnical Results and provide comments		X

	Item	Included	Not Included
500.	<u>Final Design</u>		
	A. 30% Design Phase		
	1. Perform 30% Geometric Layout Design	X	
	2. Perform 30% Airfield Pavement Design (Runway intersection accelerated construction phase)	X	
	3. Perform 30% Airfield Drainage Design	X	
	4. Review 30% Airfield Electrical / NAVAIDs for potential modifications	X	
	5. Develop 30% Airfield Marking Layout	X	
	6. Develop Temporary Displaced Threshold Layout		X
	7. Prepare 30% Project Drawings	X	
	8. Prepare listing of 30% Specifications	X	
	9. Prepare 30% Engineering Design Report (EDR)	X	
	10. Submit Modifications of Standards	X	
	11. Prepare 30% Opinion of Probable Construction Cost and Project Budget	X	
	12. Perform 30% QA/QC by Quality Control Team (2 or 3 Sr. Airport Engineer)	X	
	13. Furnish 30% Documents in accordance with Table 3 in Exhibit 'C'	X	
	14. Conduct 30% Review Meeting at Owner's Location. Prepare agenda and distribute minutes	X	
	15. Conduct Field Review of 30% Project Drawings	X	
	B. 90% Design Phase		
	1. Formally Address FAA's and Owner's 30% Comments	X	
	2. Finalize 90% Geometric Layout Design	X	
	3. Finalize 90% Airfield Drainage Design	X	
	4. Finalize 90% Airfield Pavement Design (Runway intersection accelerated construction phase)	X	
	5. Perform 3-D surface modeling and develop proposed contours for project	X	
	6. Perform 90% Airfield Electrical and NAVAID Design		X
	7. Finalize 90% Airfield Marking Design	X	
	8. Perform 90% Grooving Layout	X	
	9. Prepare 90% Project Drawings	X	
	10. Prepare 90% Specifications	X	
	11. Prepare 90% Engineering Design Report (EDR)	X	
	12. Prepare 90% "Opinion of Probable Costs" and Project Budget	X	
	13. Perform 90% QA/QC by Quality Control Team (2 or 3 Sr. Airport Engineer)	X	
	14. Furnish 90% Documents in accordance with Table 3 in Exhibit 'C'	X	
	15. Conduct 90% Review Meeting at Owner's Location. Prepare agenda and distribute minutes	X	
	16. Conduct Field Review of 90% Project Drawings	X	
	17. Prepare Final Construction Safety and Phasing Plan (CSPP) Document		
	• Draft CSPP and associated appendices. Prepare 90% Detailed Construction Schedule	X	
	a.) Overall RWY 18/36 construction schedule	X	
	b.) Detailed RWY/RWY intersection accelerated construction schedule	X	
	• Submit CSPP to FAA for review	X	
	• Address FAA Comments and finalize CSPP.	X	
	• Submit Final CSPP for review	X	
	• Address FAA CSPP comments	X	
	• Resubmit Final CSPP	X	
	C. Issued for Bid (IFB) Package (100% Phase)		
	1. Formally Address FAA and Owner 90% Comments	X	
	2. Prepare IFB (100%) Drawings, Specifications, and Bid Documents	X	
	3. Furnish IFB (100%) Documents in accordance with Table 3 in Exhibit 'C'	X	
504.	<u>Construction Permits</u>		
	1. Erosion Control Plan/Permit		
	• Preparation of SWPPP Plan		X
	• Apply for NPDES Permit from DNR (Owner will be operator listed on permit). Engineer will not be liable for fines arising from noncompliance with SWPPP. The Owner shall be the Permit holder and shall pay for all costs associated with permit.		X
	• Storm Water Pollution Prevention Plan Observation (SWPPP)		
	i. Perform Weekly On-Site Observations of construction site and provide written reports to Owner.		X
	ii. Storm Water Pollution Prevention Plan Services shall end not more than 1-year from the date this Agreement is originally signed.		X
	2. Iowa DOT Right-of-Way Permit		X
	3. City Permits		X
	4. County Permits		X
	5. Other Permits as Required (including Section 404 Permit, State Electrical Permit, State Fire Marshal Permit, Others)		X
	6. File and submit FAA OE/AAA Case Study for temporary objects, material stockpiles, anticipated work areas, etc.		
	• FAA Obstruction Evaluation/Airport Airspace Analysis (OE/AAA) Form	X	
602.	<u>Advertising, Bidding, Contract Award</u>		
	1. Assist Owner in advertising for bids, including issuance of Notice of Public Hearing and Letting in newspaper of record and applicable online planrooms	X	
	2. Conduct Pre-bid Conference (1 meeting) at Owner's location, including coordination and scheduling. Prepare agenda and minutes.	X	
	3. Provide Drawings, Specifications, and Bid Documents in accordance with Table 3 in Exhibit 'C'	X	
	4. Issue Addenda to interpret or clarify bid documents	X	
	5. Respond to bidders' questions at discretion of Owner	X	
	6. Conduct Bid opening (online via QuestCDN) (1 Bid opening)	X	
	7. Prepare Bid Tabulation	X	
	8. Review Bidders qualifications, bids, and other documents.	X	
	9. Present Bids and make Recommendation to Award of Contract in person at Owner's location (2 people-1 meeting)	X	
	10. Distribute Executed Construction Contracts		
	• 3 Copies to Contractor	X	
	• 2 Copies to Owner	X	
	• 1 Copy to FAA	X	

Item	Included	Not Included
700. <u>Topographic Survey</u>		
1. Research existing survey control network system		X
2. Establish bearings of centerlines		X
3. Locate standard topographic features, within the survey limits		X
4. Collect Cross Sections		
• Runway 18/36		X
• Runway 4/22 intersection		X
• Taxiway Connectors		X
5. Collect runway edge light, guidance sign, and NAVAID locations within the survey limits		X
6. Perform topographic survey in turf areas within the survey limits		X
7. Process Survey Work into CAD topographic base files		X
800. <u>Project Closeout</u>		
1. Prepare Final AIP Grant Closeout Documentation		X
• Closeout Report Narrative		
• Final SF-271	X	
• Final SF-425	X	
• Compile Copy of Engineering Invoices, Administrative Costs		X
• Grant Closeout Cover Letter		X
2. Record Drawings		X
3. As-built Airport Layout Plan (ALP) Sheets		X
4. Airport Part 139 Sign Plan Update		X
5. Airport Master Record Update		X
6. Airport Diagram Update		X
7. Airport GIS As-Built Data Collection		X
850. <u>Project Management and Coordination</u>		
1. Develop internal project management (PM) plan. Identify key personnel and designate responsibilities for PM plan implementation and execution.	X	
2. Continual tracking of task completion and coordination of staff scheduling	X	
3. Continual Coordination with Owner and FAA (assume 12 months)		
• Monthly correspondence with FAA Engineer	X	
• Coordination with FAA Paving Engineer regarding pavement design	X	
• Submittal of 30% Plans and Engineer's Design Report (EDR)	X	
• Submittal of Draft CSPP to FAA for comments	X	
• Submittal of 90% Plans, Final EDR, and Specifications	X	
• Submittal of Final CSPP to FAA for comments	X	
• Submittal of FAA Form 7460-1, Notice of Proposed Construction or Alteration	X	
4. Develop and maintain project schedule (assume 12 months)	X	
5. Provide monthly progress reports to Owner (12 months)	X	
6. Establish Quality Control Plan and Quality Control Review Team	X	
7. Maintain documentation of pertinent correspondence (email, letters, telephone logs)	X	
8. Prepare independent fee analysis package	X	
9. Business and contract administration (assume 12 months)	X	
10. Conduct internal design review meetings (Assume 5 people at following project milestones)		
• Preliminary Design Kickoff (1 meeting)	X	
• Prior to 30% Submittal (1 meeting)	X	
• Prior to 90% Submittal (1 meeting)	X	
• Miscellaneous (1 meeting for construction phasing/scheduling review, airport coordination)	X	
11. Coordination between subconsultants		X
960. <u>Subconsultants</u>		
1. N/A		X

Item	Included	Not Included
400. <u>Preliminary Design</u> 2. Confirm Scope, Extent and Character of the Project: <ul style="list-style-type: none"> Construction Incentives and Disincentives (Not AIP Eligible) 	X	

3. Payment to the **Consultant** shall be made on the following basis:

Section 3.1: Basis of Compensation

Part I: Design and Bidding Services (AIP Eligible)

- 3.1.1 For performing the Services identified within Part I, the **Owner** shall pay the **Consultant** a lump sum amount in accordance with the following:

<u>Item</u>	<u>Description</u>			
	100. Airport Master Planning and Reports	Lump Sum	\$	
X	200. Existing Conditions	Lump Sum	\$	3,220
X	300. Airport Improvement Program (AIP) Grant Administration	Lump Sum	\$	7,950
X	400. Preliminary Design	Lump Sum	\$	8,180
	435. Soil Boring Coordination	Lump Sum	\$	
X	500. Final Design			
	A. 30% Design	Lump Sum	\$	178,030
	B. 90% Design	Lump Sum	\$	444,810
	C. Issued for Bid (100%)	Lump Sum	\$	49,260
X	504. Construction Permits	Lump Sum	\$	2,650
X	602. Advertise, Bidding, Contract Award	Lump Sum	\$	25,870
	700. Topographic Survey	Lump Sum	\$	
X	800. Project Closeout	Lump Sum	\$	1,800
X	850. Project Management and Coordination	Lump Sum	\$	48,660
	960. Subconsultants	Lump Sum	\$	
			TOTAL:	\$ 770,430

Part II: Design and Bidding Services (AIP Ineligible)

- 3.1.2 For performing the Services identified within Part II, the **Owner** shall pay the **Consultant** a lump sum amount in accordance with the following:

<u>Item</u>	<u>Description</u>			
X	400. Preliminary Design	Lump Sum	\$	3,870
			TOTAL Part II:	\$ 3,870
			TOTAL Part I and Part II:	\$ 774,300

- 3.1.3 The lump sum includes compensation for the Services, Subconsultant costs, if any, and appropriate factors for labor, overhead, profit, and Reimbursable Expenses.
- 3.1.4 Although the **Consultant** recognizes and accepts the ordinary risks and/or benefits of a lump sum fee structure, the parties agree to negotiate an adjustment of the lump sum amount if there has been, or is to be, a material change in the: (a) scope, complexity or character of the Services or the Project; (b) conditions under which the Services are required to be performed; or (c) duration of the Services, if a change in the Schedule warrants such adjustment in accordance with the terms of this Agreement.

Section 3.2: Additional Services

- 3.2.1 Any services rendered by the **Consultant** beyond those described in the Scope of Services shall be compensated on a lump sum basis as set forth in Section 3.1.
- 3.2.2 The **Consultant's** estimate of the amount that will become payable for Additional Services is only an estimate. If it becomes apparent that this estimated compensation amount will be exceeded, the **Consultant** and **Owner** shall mutually negotiate in writing to additional compensation exceeding said estimated amount.

Section 3.3: Other Payment Provisions

- 3.3.1 Progress Payments: Payment to the **Consultant** shall be made on a monthly basis, within 30 days of invoice for work completed to date. 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. The amounts due for Additional Services will also be invoiced monthly.
- 3.3.2 Reimbursable Expense Definition: Reimbursable expenses include, but are not limited to, transportation, subsistence, reproduction of reports, drawings, specifications, and other Project documents, courier services, materials, supplies, equipment rental and other costs specific to the Project.

4. This Agreement represents the entire and integrated Agreement between the **OWNER** and the **CONSULTANT**.

		Included	Not Included
Exhibit 'A'	Consultant Terms and Conditions Standard Agreement		X
Exhibit 'B'	Hourly Rate Schedule		X
Exhibit 'C'	Detailed Scope of Work	X	
Exhibit 'D'	Subconsultant(s) Contract		X
Exhibit 'E'	Owner's Responsibilities	X	
Exhibit 'F'	Duties and Responsibilities of Resident Project Representative (RPR)		X
Exhibit 'G'	Project Exhibit	X	
Exhibit 'H'	Preliminary Opinion of Probable Costs	X	
Exhibit 'I'	Federal Provisions	X	
Exhibit 'J'	Estimated Cost of Consultant Services	X	

SPECIAL INSTRUCTIONS:

Electrical design as it relates to any airfield electrical or NAVAID design will be considered as an Additional Service that will be added via a Supplemental Agreement if deemed necessary following review at the 30% level - see Task 500.A.4. At this time, it is assumed that there are no known drainage issues within the project limits for the runway. It is also assumed that the 48" RCP and 54" RCP that convey storm water under Runway 18/36 are in good conditions and do not require replacement.

OWNER: Polk County Aviation Authority
Ankeny, Iowa

ENGINEER: McClure
Clive, Iowa

By: _____

By:  _____

Name: _____

Name: Jay A. Pudenz, PE, LEED AP

Title: _____

Title: Project Manager

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EXHIBIT C

McCLURE

DETAILED SCOPE OF WORK
RECONSTRUCT RUNWAY 18/36

EXHIBIT 'C'

DETAILED SCOPE OF WORK RECONSTRUCT RUNWAY 18/36 DESIGN AND BIDDING SERVICES

PROJECT DESCRIPTION:

This project will reconstruct Runway 18/36 at the Ankeny Regional Airport in Ankeny, Iowa.

Runway 18/36 was originally constructed in 1993. Since then, pavement maintenance such as crack/joint seal, slab replacement, and patching have taken place in 2008, 2020, 2021, 2022, 2023. As evidenced by the increasing frequency of these maintenance efforts, the conditions on the runway are becoming difficult for the Airport to maintain. It is necessary to reconstruct the existing 5,500 ft of Runway 18/36 to handle the airport's increased aircraft loads. An Environmental Assessment is being completed for this project as well as the Extension of Runway 18 by 500-ft to the ultimate Runway 18/36 length of 6,000 ft and the South Corporate Terminal Improvements and is set to be submitted to the FAA by the end of the calendar year 2023.

Prior to this Task Order, the Preliminary Engineering Report was completed to identify existing conditions on Runway 18/36. These reports concluded that reconstruction was justified and to establish the pavement design for the final design of the project.

The project scope has been divided into the following eight (8) elements:

Element 1 – Reconstruct Runway 18/36

1. The current length shall be maintained to 5,500 feet.
2. The current width shall be maintained to 100 feet per C-II standards.
3. The threshold locations & centerline runway end coordinates shall not vary more than 6 inches.
4. Groove Runway 18/36.

Element 2 – Runway Intersection

1. Work inside the runway intersection will require the closure of crosswind Runway 4/22 for a phase of construction. Minimizing the closure of this intersection will be critical to the operations at the airport.
2. A modified pavement design as well as an accelerated construction schedule and construction safety plan will need to be developed to minimize the disruption to the crosswind runway.

Element 3 – Runway 4/22 Transition (inside the Runway 18/36 Object Free Area)

1. The width shall be maintained at 75 feet per B-II standards.

Element 4 – Reconstruct/Rehabilitate Taxiways

1. Four (4) taxiway connectors will be evaluated as part of the design of Runway 18/36 to ensure the transition from runway to taxiway pavement meets surface gradient standards per FAA AC 150/5300-13A, *Airport Design*.
 - a. Taxiways A, B, C, and E: The existing fillet geometry adjacent to Runway 18/36 shall be maintained for these taxiways. If any pavement transitions are needed to tie in to the proposed Runway 18/36, these corrections will be done by reconstructing up to two (2) rows of taxiway panels adjacent to the edge of the runway. Taxiway pavement demolition will be minimized to the extent possible. It is possible the Runway 18/36 profile grade may need to be raised or lowered. The runway profile grade and its cross slope will determine the extent of the transition into the taxiway to meet FAA taxiway longitudinal profile standards.

Element 5 – Re-grade the Runway 18 and 36 Safety Areas into compliance (as needed)

1. Re-grade the RSA along both sides of the runway to promote drainage. No portion of the GS critical area is expected to be re-graded except for very minor grading along the runway edge (shoulder). However, this will need to be confirmed with local FAA Tech Ops. The extent of any re-grading therein shall be determined by the 30% submittal to allow time for coordination with the FAA's Air Traffic Organization (ATO) regarding a Reimbursable Agreement (RA) (if necessary). RA coordination is not included in this task order. If it ends up being required, it will be included as an Additional Service in a Supplemental Agreement.
2. Re-grade the RSA beyond the end of Runway 18 and 36 as needed to come into compliance. If adequate justification is provided to re-grade the ERSA within the LOC critical area, a Reimbursable Agreement (RA) would not be necessary as long as the grade changes are kept to a minimum (which is anticipated given the need to tie back into the runway end and the LOC antenna area grades). RA coordination is not included in this task order. If it ends up being required, it will be included as an Additional Service in a Supplemental Agreement.
3. The Engineer will analyze existing grades from the topographic survey and provide justification for re-grading. If existing grades meet FAA standards, the justification to re-grade may be tenuous. If existing grades do not meet FAA standards, the Engineer will design grading plans to mitigate drainage issues.

Element 6 – NAVAIDS/VISUAL AIDS

1. The glideslope and localizer are owned by the FAA. No improvements to this equipment or their associated access roads are anticipated with the following exceptions:
 - a. The glideslope access road will be reconstructed (if needed) up to two (2) panels to the east of Runway 18/36 to match the new runway surface grades.

PROJECT ASSUMPTIONS:

The following assumptions have been established for the design and bidding phase services:

1. The proposed project limits are illustrated in **Exhibit G**.
2. At this time, the FAA and the Polk County Airport Authority are the known participants in funding the program. Two (2) FAA grants are anticipated to complete this project.
 - a. FAA AIP No. 3-19-0132-029-2024 (Design Only)
 - b. FAA AIP No. 3-19-0132-030-2025 (Construction)
3. The total construction cost for Elements 1 – 6 is estimated at \$13.3M. This estimate assumes that the two storm sewer pipes that pass under Runway 18/36 are in acceptable condition and do not require replacement.
4. At this time, it is assumed that no adjustments will be necessary to the Airfield Electrical System and as well as NAVAIDS, including: PAPIs, REILs, Localizer, and Glideslope
5. Design phase services will be separated into the following major components:
 - a. Preliminary Design (30% completion)
 - b. Bid Package to 90% completion
 - c. Issued for Bid (IFB) Package (completed to 100%)
6. At this time, it is assumed that there are no known drainage issues within the project limits for the runway. It is also assumed that the 48" RCP and 54" RCP that convey storm water under Runway 18/36 are in good conditions and do not require replacement.

The scope of services to be performed by the Engineer is described hereafter.

PART I: DESIGN AND BIDDING SERVICES (AIP ELIGIBLE)

200 Existing Conditions

- 4) Storm Sewer Televising. The Owner will contract separately with a pipe televising contractor.
 - A. Review existing conditions of 48" RCP under intersection of RWY 18/36 and RWY 4/22 to verify the condition of the pipe and its ability to convey stormwater flow as intended. If conditions warrant, this pipe will be replaced as part of the project.
 - B. Review existing conditions of 54" RCP under RWY 18/36 to verify the condition of the pipe and its ability to convey stormwater flow as intended. If conditions warrant, this pipe will be replaced as part of the project.

300 A. Airport Improvement Program (AIP) Grant Administration

- 1) Prepare AIP Grant Application
 - A. Prepare SF-424 Application for Federal Assistance
 - B. Prepare FAA Form 5100-100, Part II-IV
- 2) Prepare AIP Sponsor Certifications
 - A. Prepare and submit Certification for Consultant Selection
 - B. Prepare and submit Certification for Plans and Specifications
 - C. Prepare and submit Certification for Construction Contracts
 - D. Drug-Free Certification
 - E. Certification and Disclosure Regarding Potential Conflicts of Interest
 - F. Construction Project Final Acceptance
- 3) Prepare AIP Invoice Summary & assist Owner with monthly reimbursement requests (**Excluded from Task Order #4**)
 - A. Update summary of expenses spreadsheet and submit to Owner on monthly basis.
- 4) Prepare AIP Sponsor Quarterly Performance Reports (assume 12 months) (**Excluded from Task Order #4**)
- 5) Prepare AIP Financial Reports (**Excluded from Task Order #4**)
 - A. Submit SF-271, Outlay Report for Reimbursement, each fiscal year
 - B. Submit SF-425, Federal Financial Report, each fiscal year
- 6) Update 3-year DBE Program (FY24-FY26)
 - A. Update DBE Program Narrative
 - B. Determine number of applicable DBE contractors certified in geographical area and from the Iowa DOT DBE Directory
 - C. Determine number of applicable non-DBE contractors prequalified within the geographical area and with the Iowa DOT
 - D. DBE goal calculation and methodology
 - E. Transmit DBE program to Owner and FAA Civil Rights Office
 - F. Respond to comments from Owner and FAA Civil Rights Office

400 Preliminary Design

- 1) Conduct Project Kickoff Meeting. This meeting will be held virtually with members of the internal design production team (Project Manager, two Sr. Project Engineers, and Staff Engineer) to discuss the scope of the project, coordinate design schedule, and assign tasks for executing design to meet major design milestones
- 2) Confirm scope, extent, and character of the project. The design production team will complete the following tasks as part of the preliminary design:
 - A. Develop construction item list
 - B. Review project questions and issues list and develop a questions and issues log
- 3) Prepare Preliminary "Opinion of Probable Costs" and Project Budget **(Excluded from Task Order #4)**

500 Final Design

- A. 30% Design Phase
 1. Perform Geometric Layout Design (Horizontal alignments previously established as part of past projects):
 - A. Review and incorporate horizontal alignments for the following pavements:
 - (1) Runway 18/36
 - (2) Runway 4/22
 - (3) Taxiway A
 - (4) Taxiway B
 - (5) Taxiway C
 - (6) Taxiway E
 - (7) Runway 36 Glideslope Access Road
 - B. Create proposed vertical profiles for the following pavements:
 - (1) Runway 18/36
 - (2) Runway 4/22
 - (3) Taxiway A
 - (4) Taxiway B
 - (5) Taxiway C
 - (6) Taxiway E
 - (7) Runway 36 Glideslope Access Road
 - C. Complete intersection fillet layout for the following intersections
 - (1) Runway 18/36 & Runway 4/22 (no fillet standards for runway/runway intersections; designed to provide for efficient mowing operations)
 - D. Confirm line of sight standards:
 - (1) In accordance with paragraph 3.8.1.1.2 of AC 150/5300-13B, and
 - (2) In accordance with paragraph 3.8.2 of AC 150/5300-13B
 - E. Confirm the following:
 - (1) Runway Object Free Zone (ROFZ) is clear of penetration per AC 150/5300-13B
 - (2) Runway 18/36 profile is higher in relation to Parallel Taxiway C profile
 - F. Runway/Runway Intersection Design
 - (1) Surface gradients in accordance with paragraph 3.16.4 of AC 150/5300-13B
 - G. Runway 18/36 longitudinal grade analysis for ultimate 6,000 ft. length
 - (1) Analyze longitudinal grades in accordance with paragraph 3.16.1.2 of AC 150/5300-13B
 2. Perform 30% Airfield Pavement Design **(for runway/runway intersection accelerated construction phase only)**
 - A. Compile Aircraft Traffic Fleet Mix using the FAA's TFMSC database (and other applicable sources as approved by the FAA). (not included – completed as part of Preliminary Engineering phase already completed).
 - B. Finalize pavement designs for 2 reconstruction methods, potentially utilizing alternatives material types for cost effectiveness. For instance, this task will evaluate the best subbase material for use in the concrete pavement section chosen under the Preliminary Design Phase.
 - C. Review pavement life cycle cost analysis comparing the cost effectiveness of each reconstruction strategy. The life cycle cost analysis will be used to determine the most cost-effective reconstruction method.
 - D. Establish Typical section(s) (profile and typical cross section).
 - E. Determine requirements for subgrade stabilization (excavation, backfill, and compaction). These requirements shall be in accordance with the Geotechnical Investigation completed as part of Task Order No. 10 (performed by others).
 3. Perform 30% Airfield Drainage Design
 - A. This task will include the engineering design of the airfield drainage development components and will include airfield drainage items associated with the referenced project. These task items will take into consideration the following tasks as it relates to the scope and budget establishment:
 - (1) Establish drainage requirements (volumes and conveyances) **(Excluded from Task Order #4)**
 - (2) Water table analysis from geotechnical report and testing **(Excluded from Task Order #4)**
 - (3) Unsuitable subgrade excavation/stabilization
 - (4) Fill material/borrow sources
 - (5) Establish existing site drainage constraints **(Excluded from Task Order #4)**
 - (6) Evaluate site hydrology and hydrologic conditions **(Excluded from Task Order #4)**

- (7) Evaluate embankment requirements
- (8) 30% Drainage conveyance design
 - (a) Surface Design
 - (b) Subsurface Design
 - (c) Proposed grades and elevations
- (9) 30% Runway 18 End Safety Area Drainage Analysis (**Excluded from Task Order #4**)
- (10) 30% Runway 36 End Safety Area Drainage Analysis (**Excluded from Task Order #4**)
- 4. Review 30% Airfield Electrical / NAVAIDs for potential modifications
 - A. The existing Runway 18/36 HIRL and taxiway edge lighting system was installed in 2015. This task will include review of the existing runway and taxiway edge lighting system for Taxiways A, B, C, & E within the project limits (see **Exhibit G**) and determine the necessary adjustments (if any) to the existing layout due to any necessary updated pavement elevations and determine if any adjustments are needed to the edge lighting system.
 - B. Perform a cursory analysis inside the vault building to determine if any modifications are needed.
 - C. Determine any modifications needed to guidance signs within the project limits (see **Exhibit G**).
 - D. The existing REILs, PAPIs, LOC, and GS will be reviewed in a similar fashion to determine if any adjustments will be needed. No improvements to this equipment or their associated roads are anticipated with the following exceptions:
 - (1) The GS access road will be reconstructed (if needed) up to two (2) panels to the east of Runway 18/36 to match the new runway surface grades.
 - E. Efforts will be made to limit the impact to existing NAVAIDs, but priority will be given to complying with surface gradient and profile requirements for Runway 18/36's design group as described in AC 150/5300-13B, *Airport Design*.
- 5. Develop 30% Airfield Marking Layout
 - A. This task will include the engineering design of the airfield marking layout for the following pavements based on the requirements of AC 150/5340-1M, *Standards for Airport Markings*:
 - (1) Runway 18/36
 - (2) Taxiways A, B, C, E (inside Runway 18/36 Safety Area)
- 7. Prepare 30% Project Drawings
 - A. This task will include the 30% engineering design of the airfield development components and will include items associated with the referenced project. The airfield geometric layout is a significant element of the 30% design process and as such all data will be documented and included in the overall 30% Engineer's Report. The list is expected to undergo minor modifications / adjustments as this phase continues to develop. The 30% Plan Sheets will be provided in accordance with **Table 1**.
- 8. Prepare listing of 30% Specifications
 - A. A draft listing of front end & technical specifications will be included in the 30% Engineer's Report. Modifications expected to the FAA's standard specifications shall be as noted and coordinated through the FAA.
- 9. Prepare 30% Engineer's Design Report (EDR)
 - A. The 30% EDR will document the criteria, standards, and the recommendations that the Engineer considered for Runway 18/36, intersection of Runway 18/36 and 4/22, and Taxiways A,B,C, & E. The 30% EDR shall be submitted for Owner and FAA approval prior to commencing on the 90% contract documents. The Engineer shall distribute the 30% EDR in accordance with **Table 3**.
- 10. Submit Modifications of Standards
 - A. The Engineer will develop and submit to the FAA any modifications to standards (MOS) for the project as needed. Approval from the FAA will be required prior to proceeding with proposed modifications.
- 11. Prepare 30% Engineer's Opinion of Probable Construction Cost / Budget Validation
 - A. A 30% Engineer's Opinion of Probable Construction Cost will be prepared which accompanies the submittal. The estimate will be based on 30% quantities. The estimate will be used to compare and validate the current project budget.
- 12. Perform Quality Control by Quality Control Team
 - A. An internal quality control review by the Quality Control (QC) Team consisting of 2-3 Sr. Airport Engineers will be conducted on the 30% design plans, Engineer's Opinion of Probable Construction Cost, and Engineer's Report prior to submittal to the Owner and FAA. It is assumed that this effort will require forty-eight (48) hours by the QC Team.
- 13. Furnish 30% Documents
 - A. Engineer shall submit and distribute 30% plans, draft specifications, Engineer's Opinion of Probable Construction Cost, and 30% Engineer's Report to the Owner for review, comment, and approval. Copies will be distributed as detailed in **Table 3**.
- 14. Conduct 30% Review Meeting
 - A. The Engineer shall coordinate and attend one (1) meeting at the Owner's location to review the 30% Engineer's Report. (3-people shall attend meeting – 1 Project Manager, 1 Sr. Airport Engineer, 1 Staff Engineer).
- 15. Conduct Field Review of 30% Project Drawings
 - A. The Engineer shall hold a field review meeting with the project delivery team (up to 3 people) to discuss key items and design components, including (but not limited to) construction safety and access, traffic control,

drainage design, existing conditions. The field review will determine the completion of the plan design, identify revisions that are needed, and confirm noted questions and issues as logged throughout the 30% design phase. Necessary revisions shall be noted for incorporation in final design.

B. 90% Design Phase

This phase will consist of the development of 90% bid documents. The bid package will include an advanced level of design from the submittal made as part of the 30% Design Phase. 90% design documents routinely entail the completion of construction details, final quantities, quality control checking for all construction work items less final review comments from the Owner, Airport, and FAA.

1. Formally Address FAA and Owner 30% Comments
 - A. The Engineer shall review all comments received from the Owner, Airport, and FAA from the 30% design submittal review and incorporate applicable comments into plans, specifications, Engineer's Opinion of Probable Construction Cost, and Engineer's Report.
 - B. The Engineer shall provide a written comment on how each comment will be incorporated into the documents, or why it was not applicable.
2. Finalize 90% Geometric Layout Design
 - A. Horizontal and Vertical Alignments
 - B. Intersection Geometrics
3. Finalize 90% Airfield Drainage Design
 - A. Finalize proposed grades and elevations as part of the 3-D surface modeling
 - B. Finalize embankment requirements
 - C. Unsuitable subgrade excavation/stabilization
 - D. Fill material/borrow sources
4. Finalize 90% Airfield Pavement Design (**for runway/runway intersection accelerated construction phase only**)
5. Perform 3-D surface modeling and develop proposed contours for the following
 - (1) Runway 18/36
 - (2) Runway 4/22
 - (3) Taxiway A
 - (4) Taxiway B
 - (5) Taxiway C
 - (6) Taxiway E
 - (7) Glideslope Access Road
7. Finalize 90% Airfield Marking Design
8. Perform 90% Grooving Layout
9. Prepare 90% Project Drawings
 - A. The Engineer shall prepare 90% plans in accordance with **Table 1**.
10. Prepare 90% Specifications
 - A. The Engineer shall prepare 90% specifications in accordance with **Table 2**.
11. Prepare 90% Engineering Design Report (EDR)
 - A. A 90% EDR will be submitted and accompany the drawing submittal. This document will be an advanced level of documentation from the submittal made as part of the 30% report.
12. Prepare 90% Engineer's Opinion of Probable Construction Cost / Budget Validation
 - A. A 90% Engineer's Opinion of Probable Construction Cost will be prepared which accompanies the submittal. The estimate will be based on final quantities. The estimate will be used to compare and validate the current project budget.
13. Perform Quality Control by Quality Control Team
 - A. An internal quality control review by the Quality Control (QC) Team consisting of 2-3 Sr. Airport Engineers will be conducted on the 90% design plans, Engineer's Opinion of Probable Construction Cost, and Engineer's Report prior to submittal to the Owner and FAA. It is assumed that this effort will require eighty (80) hours by the QC Team.
14. Furnish 90% Documents
 - A. Engineer shall submit and distribute 90% plans, specifications, Engineer's Opinion of Probable Construction Cost, and Engineer's Report to the Owner for review, comment, and approval. Copies will be distributed as detailed in **Table 3**.
15. Conduct 90% Final Review Meeting
 - A. The Engineer shall coordinate and attend one (1) meeting at the Owner's location to review the 90% design submittal. The Engineer will provide written minutes of the meeting and distribute to all attendees within seven (7) working days of the meeting. (2-people shall attend meeting).
16. Conduct Field Review of 90% Project Drawings
 - A. The Engineer shall hold a field review meeting with the project delivery team (up to 3 people) to discuss key items and design components, including (but not limited to) construction safety and access, traffic control, drainage design, existing conditions. The field review will determine the completion of the plan design, identify revisions that are needed, and confirm noted questions and issues as logged throughout the 90% design phase. Necessary revisions shall be noted for incorporation in the issued for bid design.
17. Prepare Construction Safety and Phasing Plan (CSPP)
 - A. Draft CSPP, detailed construction schedule, and associated appendices

- (1) A detailed construction schedule outlining the construction tasks and number or days (work or calendar) required for each task will be submitted and accompany the engineering design report. Two (2) detailed construction schedules will be developed:
 - (a) Overall Runway 18/36 construction schedule
 - (b) Detailed Runway/Runway intersection accelerated construction schedule
 - B. Submit CSPP to FAA for review
 - C. Address FAA comments and finalize CSPP
 - D. Submit Final CSPP to FAA for review
 - E. Address FAA comments on Final CSPP submitted
 - F. Resubmit Final CSPP document for FAA Approval
- C. Issued for Bid (IFB) Package (completed to 100%)
 This phase will consist of the development of final bidding documents for the proposed project. It will be the final level of design from the submittal made as part of the 90% Design Phase incorporating all final comments from the Owner and FAA.
 1. Formally Address FAA and Owner 90% Comments
 - A. The Engineer shall review all comments received from the Owner, Airport, and FAA from the 90% design submittal review and incorporate applicable comments into plans, specifications, Engineer's Opinion of Probable Construction Cost, and Engineer's Report.
 - B. The Engineer shall provide a written comment on how each comment will be incorporated into the documents, or why it was not applicable.
 2. Prepare Issued for Bid Drawings, Specifications, and Bid Documents
 - A. The Engineer shall prepare IFB plans and specifications in accordance with **Tables 1, 2, & 3**.
 3. Furnish Issued for Bid (100%) Submittal
 - A. This task consists of the assembly of the documents for the final Issued for Bid submittal to the Owner, Airport, and FAA. Deliverables will also be submitted electronically. Copies will be distributed as detailed in **Table 3**.

504 Construction Permits

- 6) File and submit FAA OE/AAA Case Study with Runway Offset Exhibits
 - A. Airspace analysis will be necessary for temporary construction items (such as the contractor's staging area, access road, and equipment) and permanent facilities associated with the construction. The Engineer shall prepare and submit FAA 7460-1 forms electronically through the FAA's OE/AAA website. The FAA shall conduct an aeronautical study of the temporary and permanent points. The Engineer shall coordinate these points with FAA prior to submission. This is not a local construction permit.

602 Advertising, Bidding, Contract Award

The Engineer shall provide the following services during the advertisement and bidding phase:

- 1) Assist Owner in advertising for and obtaining bids from prospective Contractors.
 - A. Prepare Advertisement, Notice of Public Hearing and Letting
 - B. Assist in advertising project in newspaper of record as well as online planrooms
 - C. Contact prospective bidders and contact in the industry via phone and email to generate interest in project
 - D. Maintain Planholder's List
- 2) Conduct Pre-Bid Conference
 - A. The Engineer shall coordinate, prepare an agenda, and conduct a pre-bid conference at the Owner's Location. (up to 3 people shall attend meeting: 1 – Project manager, 1 – Sr. Airport Engineer, 1 – Staff Engineer).
 - B. Provide written minutes of the meeting and distribute to all attendees within seven (7) working days of the meeting.
- 3) Provide Drawings, Specifications, and Bid Documents
 - A. The Engineers shall prepare Issued for Bid (IFB) contract documents and distribute in accordance with **Table 3**.
- 4) Issue Addenda to interpret or clarify bid documents
 - A. The Engineer shall prepare all required addenda to revise plans, specifications and other contract documents in order to (1) provide clarifications, (2) correct discrepancies, or (3) add necessary details or contract alterations.
- 5) Bidder Questions
 - A. Owner to review pre-bid submittals from Bidders
 - B. Respond to bidder questions and publish written answers to all planholders at the discretion of the Owner.
- 6) Conduct Bid opening (online via QuestCDN) (1 meeting)
 - A. The Engineer will set up a Teams meeting invite and distribute the meeting info to the Owner and any bidders who would like to attend to meeting.
- 7) Prepare Bid Tabulation
 - A. The Engineer shall develop tabulation of all bids received within three (3) working days.
- 8) Review Bidders Qualifications
 - A. Provide evaluation of checking for correctness, qualifications of apparent low bidder, DBE participation goals, etc.
- 9) Present Bids and Make Recommendation of Award of Contract in Person at Owner's Location (2 people shall attend meeting: 1 – Project Manager and 1 – Staff Engineer)
- 10) Distribute Executed Construction Contracts as follows:
 - A. 3 Copies to Contractor
 - B. 2 Copies to Owner

- C. 1 Copy to FAA

800 Project Closeout

- 1) Prepare Final AIP Grant Closeout Documentation. Prepare grant closeout documentation for design-only grant in accordance with the FAA AIP Sponsor Guide Section 1600, *Grant Closeout*. A summary of the major components to be included in the final grant closeout report are as follows:
 - A. Final SF-271
 - B. Final SF-425

850 Project Management and Coordination

- 1) Develop internal project management (PM) plan. Identify key personnel and designate responsibilities for PM plan implementation and execution.
- 2) Continual tracking of task completion and coordination of staff scheduling.
- 3) Continual coordination with Owner and FAA (assume 12 months)
 - A. Monthly correspondence with FAA Engineer
 - B. Coordination with FAA Paving Engineer regarding pavement design
 - C. Submittal of 30% Plans and Engineer's Design Report (EDR)
 - D. Submittal of Draft CSPP to FAA for comments
 - E. Submittal of 90% Plans, Final EDR, and Specifications
 - F. Submittal of Final CSPP to FAA for comments
 - G. Submittal of FAA Form 7460-1, Notice of Proposed Construction or Alteration
- 4) Develop and maintain project schedule (assume 12 months)
- 5) Provide monthly progress reports to Owner (12 months)
- 6) Establish Quality Control Plan and Quality Control Review Team
- 7) Maintain documentation of pertinent correspondence (email, letters, telephone logs)
- 8) Prepare independent fee analysis package
- 9) Business and contract administration (assume 12 months)
- 10) Conduct internal design review meetings (Assume 5 people at following project milestones)
 - A. Preliminary Design Kickoff (1 meeting)
 - B. Prior to 30% Submittals (1 meeting)
 - C. Prior to 90% Submittals (1 meeting)
 - D. Miscellaneous (1 meeting for construction phasing/scheduling review, airport coordination)

PART II: DESIGN AND BIDDING SERVICES (AIP INELIGIBLE)

400 Preliminary Design

- 2) Confirm scope, extent, and character of the project. The design production team will complete the following tasks as part of the preliminary design:
 - A. Develop Construction Incentives and Disincentives (Not AIP Eligible)
 - i) Completing the project within the allotted construction schedule will be critical to the operations at the airport. Along with disincentives, incentives for early completion will be evaluated and presented to the Sponsor. This will need to be coordinated with the FAA as incentives and disincentives are not deemed to be AIP Eligible.

Table 1. Estimated Project Drawings

Sheet Title	# Sheets	30%	90%	IFB (100%)
Cover Sheet	1	X	X	X
Index of Plan Sheets and Estimated Quantities	1	X	X	X
General Legend and Abbreviations	1	X	X	X
General Airport Notes	1		X	X
Project Layout Plan	1	X	X	X
Geometric Layout and Survey Control Plan	1	X	X	X
Safety and Phasing Plans	4	X	X	X
Safety Details	3		X	X
Soil and Pavement Boring Log	2		X	X
Runway 18/36 Existing Conditions	5	X	X	X
Taxiways Existing Conditions	2	X	X	X
Runway 18/36 and Taxiways Existing Typical Sections	2	X	X	X
Demolition Plans	4	X	X	X
Demolition Details	1		X	X
Grading and Drainage Plans	4	X	X	X
Erosion Control Details	2		X	X
Underdrain Plan	4		X	X
Drainage Details	3		X	X
Stormwater Pollution Prevention Plan	1		X	X
Proposed Typical Pavement Sections	3	X	X	X
Runway 18/36 Plan and Profile	5	X	X	X
Runway 4/22 Intersection Plan and Profile	1	X	X	X
Taxiways Plan and Profile	4	X	X	X
Runway 18/36 Joint Layout Plan	5		X	X
Runway 4/22 Intersection Joint Layout Plan	1		X	X
Taxiways Joint Layout Plan	2		X	X
Runway 18/36 Elevation and Geometric Plan	5		X	X
Runway 4/22 Intersection Elevation and Geometric Plan	1		X	X
Runway Intersection Detail	1		X	X
Taxiways Elevation and Geometric Plan	2		X	X
Pavement Joint Details	1		X	X
Marking Removal Plan	4		X	X
Runway 18/36 Marking Plan	4	X	X	X
Taxiways Marking Plan	2	X	X	X
Marking Details	3		X	X
Runway 18/36 Grooving Plan	3		X	X
Grooving Details	1		X	X
Runway 18/36 Cross Sections (@ 50' intervals)	55		X	X
Runway 4/22 Intersection Cross Sections (@ 50' intervals)	4		X	X
Taxiway Cross Sections (@ 50' intervals)	10		X	X
Total	160	45	160	160

Table 2. Estimated Specifications

Front End Specifications	
Cover	
Engineering Seals	
Table of Contents	
Notice of Public Hearing and Letting	
Instruction to Bidders	
Schedule of Prices	
DBE Commitment	
Buy American Forms	
Bid Bond	
Contract/Performance Bond / Payment Bond	
Notice of Award / Notice to Proceed / Acceptance / Identity of Subcontractors	
Insurance Requirements	
Pay Estimate/Change Order/Release by Claimants	
Special Provisions	
Wage Rate Determination	
General Provisions	
General Notes/Project Meetings/Construction Progress Schedules	
Technical Specifications	
C-100: Contractor Quality Control Program (CQCP)	
C-102: Temporary Air and Water Pollution, Soil Erosion, and Siltation Control	
C-105: Mobilization	
C-110: Method of Estimating Percentage of Material Within Specification Limits (PWL)	
P-101: Preparation/Removal of Existing Pavements	
P-152: Excavation, Subgrade, and Embankment	
P-156: Cement-Treated Subgrade	
P-209: Crushed Aggregate Base Course	
P-219: Recycled Concrete Aggregate Base Course	
P-401: Asphalt Mix Pavement	
P-403: Asphalt Mix Pavement Base Course	or P-501: Cement Concrete Pavement
P-602: Emulsified Asphalt Prime Coat	
P-603: Emulsified Tack Coat	
P-501: Cement Concrete Pavement	
P-604: Compression Joint Seals for Concrete Pavements	
P-605: Joint Sealants for Pavements	
P-610: Concrete for Miscellaneous Structures	
P-620: Runway and Taxiway Marking	
P-621: Saw-Cut Grooves	
D-701: Pipe for Storm Drains and Culverts	
D-705: Pipe Underdrains for Airports	
D-751: Manholes, Catch Basins, Inlets	
T-901: Seeding	
T-905: Topsoiling	
T-908: Mulching	
Appendix	
Construction Safety and Phasing Plan	
Geotechnical Investigation	
List of FAA Advisory Circulars	

Table 3. Deliverables

	30% Submittal			90% Submittal				IFB (100%) Submittal		
	Plans		EDR	Plans		Specs	EDR	Plans		Specs
	Full	Half		Full	Half			Full	Half	
Owner		3	3	1	3	3	3	1	3	3
FAA *										
Engineer		2	2		2	2	2		2	2
Electrical Sub		1			1	1	1		1	1
Plan Houses									4	4
Bidders									7	7
Total	0	6	5	1	6	6	6	1	17	17

*For submittals to the FAA, electronic files (PDF) are acceptable

OWNER shall do the following in a timely manner so as not to delay the services of the **CONSULTANT**:

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 **CONSULTANT'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 **CONSULTANT** by placing at **CONSULTANT'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 **CONSULTANT** to enter upon public and private property as required for **CONSULTANT** to perform services under this Agreement.
5. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by **CONSULTANT**, 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 **CONSULTANT**.
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 **CONSULTANT** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'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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EXHIBIT G

McCLURE

PROJECT EXHIBIT
RECONSTRUCT RUNWAY 18/36



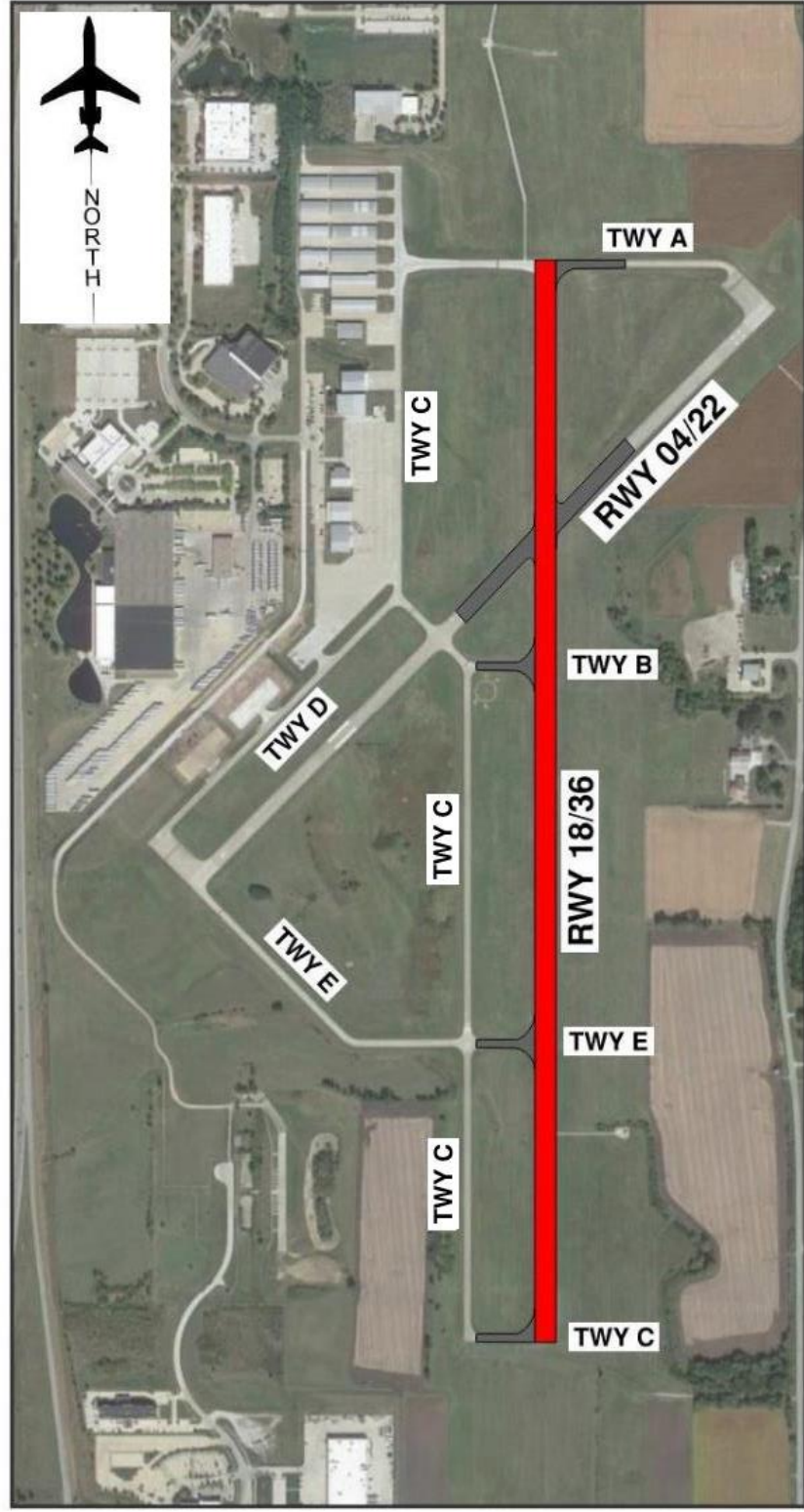


EXHIBIT H

McCLURE

PRELIMINARY OPINION OF PROBABLE COSTS
RECONSTRUCT RUNWAY 18/36



OPINION OF PROBABLE PROJECT COST
 PROJECT: RECONSTRUCT RUNWAY 18/36
 AIRPORT: ANKENY REGIONAL AIRPORT
 DATE: SEPTEMBER 2023

ITEM	ITEM CODE	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT COST	COST
1	GP-50-1	CONSTRUCTION STAKING	1.0	LS	\$ 60,000.00	\$ 60,000.00
2	C-100-1	CONTRACTOR QUALITY CONTROL PROGRAM	1.0	LS	\$ 30,000.00	\$ 30,000.00
3	C-102-1	STORM WATER POLLUTION PREVENTION PLAN (SWPPP) PREPARATION AND MANAGEMENT	1.0	LS	\$ 15,000.00	\$ 15,000.00
4	C-102-2	TEMPORARY SEEDING AND MULCHING	35.0	AC	\$ 3,000.00	\$ 105,000.00
5	C-102-3	INSTALLATION AND REMOVAL OF SILT FENCE	12,880.0	LF	\$ 5.00	\$ 64,400.00
6	C-102-4	INLET PROTECTIONS	11.0	EA	\$ 110.00	\$ 1,210.00
7	C-102-5	TEMPORARY ROLLED EROSION CONTROL PRODUCT (RECP), TYPE 2C	8,590.0	SY	\$ 15.00	\$ 128,850.00
8	C-105-1	MOBILIZATION	1.0	LS	\$ 900,000.00	\$ 900,000.00
9	C-105-2	TRAFFIC CONTROL	1.0	LS	\$ 90,000.00	\$ 90,000.00
10	C-105-3	CONSTRUCTION AND REMOVAL OF ON-SITE HAUL ROAD	1.0	LS	\$ 30,000.00	\$ 30,000.00
11	C-105-4	LOCATION AND PROTECTION OF EXISTING AND NEW CABLES AND EQUIPMENT	1.0	LS	\$ 7,500.00	\$ 7,500.00
12	P-101-1	PAVEMENT REMOVAL 6" PCC AND 4" ± ASPHALT BASE COURSE REMOVAL	62,000.0	SY	\$ 10.00	\$ 620,000.00
13	P-101-2	EXISTING UNDERDRAIN REMOVAL	13,800.0	LF	\$ 4.00	\$ 55,200.00
14	P-101-3	INTAKE/UNDERDRAIN STRUCTURE REMOVAL	35.0	EA	\$ 300.00	\$ 10,500.00
15	P-152-1	UNCLASSIFIED EXCAVATION	17,250.0	CY	\$ 15.00	\$ 258,750.00
16	P-152-2	EMBANKMENT IN PLACE	3,450.0	CY	\$ 15.00	\$ 51,750.00
17	P-152-3	QUALITY CONTROL TESTING	1.0	LS	\$ 30,000.00	\$ 30,000.00
18	P-156-1	12" CEMENT TREATED SUBGRADE	68,500.0	SY	\$ 9.00	\$ 616,500.00
19	P-156-2	CEMENT	2,430.0	TN	\$ 225.00	\$ 546,750.00
20	P-219-1	8" RECYCLED CONCRETE AGGREGATE BASE COURSE	65,400.0	SY	\$ 18.00	\$ 1,177,200.00
21	P-219-2	SEPARATION GEOTEXTILE	66,340.0	SY	\$ 6.00	\$ 398,040.00
22	P-501-1	8" PLAIN PORTLAND CEMENT CONCRETE PAVEMENT	58,920.0	SY	\$ 85.00	\$ 5,008,200.00
23	P-501-2	8" REINFORCED PORTLAND CEMENT CONCRETE PAVEMENT	8,020.0	SY	\$ 115.00	\$ 922,300.00
24	P-501-3	6" PLAIN PORTLAND CEMENT CONCRETE PAVEMENT (GLIDESLOPE ACCESS ROAD)	40.0	SY	\$ 60.00	\$ 2,400.00
25	P-604-1	COMPRESSION JOINT SEAL	92,300.0	LF	\$ 6.00	\$ 553,800.00
26	P-620-1	PAVEMENT MARKING (WATERBORNE)	1.0	LS	\$ 160,000.00	\$ 160,000.00
27	P-620-2	TEMPORARY PAVEMENT MARKING	1.0	LS	\$ 90,000.00	\$ 90,000.00
28	P-621-1	SAW-CUT GROOVING	61,200.0	SY	\$ 3.00	\$ 183,600.00
29	D-705-1	6" PERFORATED UNDERDRAIN SCHEDULE 40, TRENCHED, INCLUDING POROUS BACKFILL AND FILTER FABRIC	15,180.0	LF	\$ 30.00	\$ 455,400.00
30	D-705-2	6" NON-PERFORATED UNDERDRAIN SCHEDULE 80, TRENCHED	400.0	LF	\$ 25.00	\$ 10,000.00
31	D-705-3	UNDERDRAIN CLEANOUT STRUCTURE	56.0	EA	\$ 2,000.00	\$ 112,000.00
32	D-705-4	UNDERDRAIN OUTLET CONNECTION	14.0	EA	\$ 500.00	\$ 7,000.00
33	D-705-5	UNDERDRAIN CONNECTION TO EXISTING/PROPOSED PIPE OR STRUCTURE	14.0	EA	\$ 1,000.00	\$ 14,000.00
34	T-901-1	SEEDING AND FERTILIZING	35.0	AC	\$ 5,000.00	\$ 175,000.00
35	T-905-1	TOPSOILING (STRIPPING, STOCKPILING, RE-SPREADING)	17,250.0	CY	\$ 18.00	\$ 310,500.00
36	T-908-1	MULCHING	35.0	AC	\$ 4,000.00	\$ 140,000.00
TOTAL ESTIMATE OF PROBABLE CONSTRUCTION COST						\$ 13,280,850

EXHIBIT I

McCLURE

FEDERAL PROVISIONS
RECONSTRUCT RUNWAY 18/36



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FEDERAL CONTRACT PROVISIONS FOR A/E AGREEMENTS

ALL REFERENCES MADE HEREIN TO “CONTRACTOR”, “PRIME CONTRACTOR”,
“BIDDER”, “OFFEROR”, AND “APPLICANT” SHALL PERTAIN TO THE
ARCHITECT/ENGINEER (A/E).

ALL REFERENCES MADE HEREIN TO “SUBCONTRACTOR”, “SUB-TIER CONTRACTOR”
OR “LOWER TIER CONTRACTOR” SHALL PERTAIN TO ANY SUBCONSULTANT UNDER
CONTRACT WITH THE A/E.

ALL REFERENCES MADE HEREIN TO “SPONSOR” AND “OWNER” SHALL PERTAIN TO
THE STATE, CITY, AIRPORT AUTHORITY OR OTHER PUBLIC ENTITY EXECUTING
CONTRACTS WITH THE A/E.

PROVISIONS APPLICABLE TO ALL CONTRACTS

ACCESS TO RECORDS AND REPORTS.....	3
CIVIL RIGHTS – GENERAL.....	3
CIVIL RIGHTS – TITLE VI ASSURANCES.....	3
PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.....	6
FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE).....	6
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RIGHT TO INVENTIONS.....	6
SEISMIC SAFETY.....	7
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TRADE RESTRICTION CERTIFICATION	7
VETERAN’S PREFERENCE	8

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$10,000

DISTRACTED DRIVING	9
EQUAL EMPLOYMENT OPPORTUNITY (EEO).....	9
PROHIBITION OF SEGREGATED FACILITIES	10
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PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$25,000

DEBARMENT AND SUSPENSION.....	12
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PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$100,000

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LOBBYING AND INFLUENCING FEDERAL EMPLOYEES.....	14

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$150,000

CLEAN AIR AND WATER POLLUTION CONTROL	15
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PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$250,000

BREACH OF CONTRACT TERMS	15
DISADVANTAGED BUSINESS ENTERPRISE	15

PROVISIONS APPLICABLE TO ALL CONTRACTS

ACCESS TO RECORDS AND REPORTS

Reference: 2 CFR § 200.334
2 CFR § 200.337
FAA Order 5100.38

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

CIVIL RIGHTS – GENERAL

Reference: 49 USC § 47123

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

CIVIL RIGHTS – TITLE VI ASSURANCES

Reference: 49 USC § 47123
FAA Order 1400.11

Title VI Solicitation Notice

The Sponsor, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq.*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, *et seq.*).

Nondiscrimination Requirements / Title VI Clauses for Compliance

Compliance with Nondiscrimination Requirements:

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be

amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Reference: 2 CFR § 200, Appendix II(K)
2 CFR § 200.216

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

Reference: 29 USC § 201, et seq
2 CFR § 200.430

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

Reference: 20 CFR Part 1910

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

RIGHT TO INVENTIONS

Reference: 2 CFR Part 200, Appendix II(F)
37 CFR Part 401

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR § 401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

SEISMIC SAFETY

Reference: 49 CFR Part 41

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a “certification of compliance” that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

TAX DELINQUENCY AND FELONY CONVICTIONS

Reference: Section 8113 of the Consolidated Appropriations Act, 2022 (Public Law 117-103) and similar provisions in subsequent appropriations acts
DOT Order 4200.6 – Appropriations Act Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions

The Contractor certifies:

- 1) It is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) It is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months. A felony conviction is a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

The Contractor agrees to incorporate the above certification in all lower tier subcontracts.

TRADE RESTRICTION CERTIFICATION

Reference: 49 USC § 50104
49 CFR Part 30

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror:

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

VETERAN'S PREFERENCE

Reference: 49 USC § 47112(c)

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$10,000

DISTRACTED DRIVING

Reference: Executive Order 13513
DOT Order 3902.10

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

EQUAL EMPLOYMENT OPPORTUNITY (EEO)

Reference: 2 CFR Part 200, Appendix II(C)
41 CFR § 60-1.4
41 CFR § 60-4.3
Executive Order 11246

Equal Opportunity Clause

During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in

response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- (4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

PROHIBITION OF SEGREGATED FACILITIES

Reference: 2 CFR Part 200, Appendix II(C)
41 CFR Part 60-1

- (a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.
- (b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact

segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

- (c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

TERMINATION OF CONTRACT

Reference: 2 CFR Part 200, Appendix II(B)
FAA Advisory Circular 150/5370-10, Section 80-09

Termination for Convenience (Professional Services)

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

Termination for Cause (Professional Services)

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party seven (7) days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

- a) **Termination by Owner:** The Owner may terminate this Agreement for cause in whole or in part, for the failure of the Consultant to:
1. Perform the services within the time specified in this contract or by Owner approved extension;
 2. Make adequate progress so as to endanger satisfactory performance of the Project; or
 3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant

must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) **Termination by Consultant:** The Consultant may terminate this Agreement for cause in whole or in part, if the Owner:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
3. Suspends the project for more than one hundred eighty (180) days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Consultant is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$25,000

DEBARMENT AND SUSPENSION

Reference: 2 CFR Part 180 (Subpart B)
2 CFR Part 200, Appendix II(H)
2 CFR Part 1200
DOT Order 4200.5
Executive Orders 12549 and 12689

Certification of Offeror/Bidder Regarding Debarment

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

Certification of Lower Tier Contractors Regarding Debarment

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must confirm each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$100,000

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

Reference: 2 CFR Part 200, Appendix II(E)
2 CFR § 5.5(b)
40 USC § 3702
40 USC § 3704

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any

such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

Reference: 31 USC § 1352 – Byrd Anti-Lobbying Amendment
2 CFR Part 200, Appendix II(I)
49 CFR Part 20, Appendix A

Certification Regarding Lobbying

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$150,000

CLEAN AIR AND WATER POLLUTION CONTROL

References: 2 CFR Part 200, Appendix II(G)
42 USC § 7401, et seq
33 USC § 1251, et seq

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

The Contractor must include this requirement in all subcontracts that exceed \$150,000.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$250,000

BREACH OF CONTRACT TERMS

Reference: 2 CFR § 200 Appendix II(A)

Any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Contractor must correct the breach. Owner may proceed with termination of the contract if the Contractor fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

DISADVANTAGED BUSINESS ENTERPRISE

Reference: 49 CFR Part 26

Solicitation Language (Solicitations that include a Contract Goal)

Bid Information Submitted as a matter of *responsiveness*:

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein:

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;

- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1);
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal;
- 5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
- 6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

Bid Information submitted as a matter of bidder responsibility:

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsibility, every Bidder or Offeror must submit the following information on the forms provided herein within five days after bid opening.

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1);
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal;
- 5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
- 6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

Solicitation Language (Race/Gender Neutral Means)

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the Owner to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

Prime Contracts (Contracts Covered by a DBE Program)

Contract Assurance (49 CFR § 26.13)

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may

result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (49 CFR § 26.29)

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) calendar days from the receipt of each payment the prime contractor receives from Owner. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Owner. This clause applies to both DBE and non-DBE subcontractors.

Termination of DBE Subcontracts (49 CFR § 26.53(f))

The prime contractor must not terminate a DBE subcontractor listed in response to the above *Solicitation Language (Solicitations that include a Contract Goal)* section (or an approved substitute DBE firm) without prior written consent of Owner. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent from the Owner. Unless the Owner's consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

The Owner may provide such written consent only if the Owner agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.

Before transmitting to the Owner its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to the Owner, of its intent to request to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise the Owner and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Owner should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), the Owner may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to preaward deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

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EXHIBIT J

McCLURE

ESTIMATED COST OF CONSULTANT SERVICES
RECONSTRUCT RUNWAY 18/36



Exhibit J

RECONSTRUCT RUNWAY 18/36 DESIGN AND BIDDING SERVICES

ANKENY REGIONAL AIRPORT

ANKENY, IOWA

PART I. DESIGN AND BIDDING SERVICES (AIP ELIGIBLE)

I. Direct Salary Costs

Title	Hours	Rate	Cost
Principal	66	\$85.42	\$ 5,638
Project Manager II	398	\$70.90	\$ 28,219
Sr. Project Engineer IV	474	\$65.85	\$ 31,213
Project Engineer II	899	\$58.00	\$ 52,142
Staff Engineer I	1,497	\$33.98	\$ 50,869
CADD Technician	1,170	\$35.45	\$ 41,477
Geotechnical Engineer	16	\$58.00	\$ 928
Project Coordinator	133	\$38.23	\$ 5,085
Administrative Assistant	45	\$32.22	\$ 1,450
Total	4,698		

Total Direct Salary Costs \$ 217,021

II. Labor and General Administrative Overhead*

Percentage of Direct Salary Costs 207.09% **\$ 449,429**

III. Subtotal (I+II) \$ 666,450

IV. Profit

15% of Item III **\$ 99,968**

V. Direct Non-Salary Expenses

8.5x11	4,780 pages	@ \$ 0.07	per page	\$ 335
11x17	8,240 pages	@ \$ 0.14	per page	\$ 1,154
Full-Size Plots	344 pages	@ \$ 0.72	per page	\$ 248
Specs	38 reports	@ \$ 50.00	per report	\$ 1,900
Postage	25 mailings	@ \$ 15.00	per mailing	\$ 375
Vehicle Mileage	0 miles	@ \$ 0.56	per mile	\$ -
Car Rental	0 days	@ \$ 75.00	per day	\$ -
Lodging	0 nights	@ \$ 109.00	per night	\$ -
Meals	0 meals	@ \$ 10.00	per meal	\$ -

Total Direct Non-Salary Expenses \$ 4,012

VI. Additional Costs (if necessary)

N/A -

Total Subcontract Costs \$ -

VII. Maximum Total Fee (III+IV+V+VI) \$ 770,430

*Overhead rate is fixed for the duration of this agreement

Exhibit J

RECONSTRUCT RUNWAY 18/36 DESIGN AND BIDDING SERVICES ANKENY REGIONAL AIRPORT ANKENY, IOWA

PART II. DESIGN AND BIDDING SERVICES (AIP INELIGIBLE)

I. Direct Salary Costs

Title	Hours	Rate	Cost
Principal	3	\$85.42	\$ 256
Project Manager II	8	\$70.90	\$ 567
Sr. Project Engineer IV	0	\$65.85	\$ -
Project Engineer II	0	\$58.00	\$ -
Staff Engineer I	8	\$33.98	\$ 272
CADD Technician	0	\$35.45	\$ -
Geotechnical Engineer	0	\$58.00	\$ -
Project Coordinator	0	\$38.23	\$ -
Administrative Assistant	0	\$32.22	\$ -
Total	19		

Total Direct Salary Costs \$ 1,095

II. Labor and General Administrative Overhead*

Percentage of Direct Salary Costs 207.09% \$ 2,260

III. Subtotal (I+II) \$ 3,355

IV. Profit

15% of Item III \$ 503

V. Direct Non-Salary Expenses

8.5x11	50 pages	@ \$ 0.07	per page	\$ 4
11x17	50 pages	@ \$ 0.14	per page	\$ 7
Full-Size Plots	0 pages	@ \$ 0.72	per page	\$ -
Specs	0 reports	@ \$ 50.00	per report	\$ -
Postage	0 mailings	@ \$ 15.00	per mailing	\$ -
Vehicle Mileage	0 miles	@ \$ 0.56	per mile	\$ -
Car Rental	0 days	@ \$ 75.00	per day	\$ -
Lodging	0 nights	@ \$ 109.00	per night	\$ -
Meals	0 meals	@ \$ 10.00	per meal	\$ -

Total Direct Non-Salary Expenses \$ 11

VI. Additional Costs

N/A -
Total Subcontract Costs \$ -

VII. Maximum Total Fee (III+IV+V+VI) \$ 3,870

RESOLUTION 2023-

A RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH McCLURE ENGINEERING COMPANY FOR THE RUNWAY 18/36 RECONSTRUCTION- FINAL DESIGN AND BIDDING SERVICES McCLURE TASK ORDER NUMBER 4

WHEREAS, the Polk County Aviation Authority (PCAA) is responsible for the maintenance and expansion of the aviation facilities at the Ankeny Regional Airport, and

WHEREAS, the PCAA has identified a need to undertake the full reconstruction of the main Runway 18/36 due to the deteriorated conditions of the runway and to ultimately provide a runway that can accommodate a larger class of aircraft at the Ankeny Regional Airport, and

WHEREAS, this project has been included in the current Airport Capital Improvements Program and staff have been in negotiations with the FAA to solicit support for this major reconstruction project, and

WHEREAS, at this time, the FAA has designated the project as eligible for FAA funding with the project design being completed in FFY 2024 and construction initiated in FFY 2025, and

WHEREAS, the engineering design and bidding services will need to be financed by the PCAA initially, with the FAA reimbursing 90% of these costs since the PCAA is going to receive FAA grant funding for the project, and

WHEREAS, McClure Engineering Company has prepared Task Order No. 4 to cover the engineering services needed to facilitate the final design and bidding services related to this project and proposes to complete these engineering services in FFY 2024.

WHEREAS, the Federal Aviation Administration (FAA) is currently reviewing the form-of-agreement of Task Order Number 4 and approval is anticipated in the near future.

NOW, THEREFORE, BE IT RESOLVED, that the Polk County Aviation Authority approves the Professional Services Agreement with McClure Engineering Company for the Runway 18/36 Reconstruction – Final Design and Bidding Services pending acceptance of the form-of-agreement by the FAA.

BE IT FURTHER RESOLVED that the Chairperson is hereby authorized to sign Task Order No. 4 facilitating the said agreement.

Dated at Ankeny, Iowa, this 9th day of November, 2023.

Jeff Wangsness, Chairperson

ATTEST:

Diane Klemme, Recording Secretary



ANKENY CITY COUNCIL

POLK COUNTY AVIATION AUTHORITY MEETING

November 9, 2023
5 : 00 PM

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?? ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Ensure Economic Vitality

??

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve the completion of an Independent Fee Estimate (IFE) by Bolton & Menk, Inc. of HDR Engineering - Task Order No. 2 - Environmental Assessment of current ACIP projects.

EXECUTIVE SUMMARY:

FISCAL IMPACT: ??No

STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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ANKENY CITY COUNCIL

POLK COUNTY AVIATION AUTHORITY MEETING

November 9, 2023
5 : 00 PM

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?? ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Exercise Financial Discipline

??

ACTION REQUESTED:

LEGAL:
No Review Required

SUBJECT:
Review of the Proposed FFY 2025 Airport Capital Improvements Program.

EXECUTIVE SUMMARY:

FISCAL IMPACT: ??No

STAFF RECOMMENDATIONS:


PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 FFY 2025 ACIP Spreadsheet

Ankeny Regional Airport

Proposed 2025 Airport Capital Improvements Program

December 7, 2023

Funding		FY 2024	FY 2025	FY 2026	FY 2027	
Federal		\$ 1,066,500	\$ 16,957,917	\$ -	\$ -	
State		\$ 965,000	\$ 350,000	\$ 500,000	\$ 1,200,000	
Local		\$ 1,649,500	\$ 2,717,213	\$ 1,150,000	\$ 1,425,000	
Total		\$ 3,681,000	\$ 20,025,130	\$ 1,650,000	\$ 2,625,000	
Project Description						Notes
Airport Brand Signing and Entry Improvements	Federal	\$ -				Entry signs, destination signs, and possibly entry landscape features. Project design has started at this time. Construction of signs and features to be completed with local funds in FY 24.
	State	\$ -				
	Local	\$ 225,000				
	Total	\$ 225,000				
Reconstruct Runway 18/36 Final Design and Construction	Federal	\$ 828,000	\$ 13,263,417			McClure completed the Pav't Determination in FY 23. HDR completed the Environmental in FY 23. Final Design in FY 24. Construction in FY 25. Schedule as dictated by FAA.
	State	\$ -	\$ -			
	Local	\$ 92,000	\$ 1,473,713			
	Total	\$ 920,000	\$ 14,737,130			
Extend Runway 18 Relocate Localizer Design and Construction	Federal	\$ 238,500	\$ 2,299,500			Includes a 500' extension of RW 18 to a total of 6,000'. Scope includes moving localizer. Advanced design to '24 to match reconstruction design for efficiency. Const. funding still variable, possible FAA reimbursable agreement?
	State	\$ -	\$ -			
	Local	\$ 26,500	\$ 255,500			
	Total	\$ 265,000	\$ 2,555,000			
North Property Line Box Hangars - Phase 1	Federal	\$ -				Single row of box hangars along north property line. Received DOT GAVI Grant and AIP Grant. Project designed and bid in FY 23. Currently under construction.
	State	\$ 565,000				
	Local	\$ 690,000				
	Total	\$ 1,255,000				
Taxiway D Apron and Access Roadway Paving - Phase 4	Federal	\$ -				Final phase of Taxiway D projects. Design services funded in FY 2023. Received Iowa DOT grant for \$400,000 max.
	State	\$ 400,000				
	Local	\$ 616,000				
	Total	\$ 1,016,000				
Remove and Replace Pavement - Entrance Drive and Roundabout	Federal		\$ 530,000			Replace roundabout and entrance drive to the west. BIL/ATP Competitive Grant Application - 95% FAA funding. Project will proceed only if grant awarded.
	State		\$ -			
	Local		\$ 28,000			
	Total		\$ 558,000			
Remove and Replace Pavement - Terminal Building Parking Lot	Federal		\$ 295,000			Will do project if above entrance drive project receives BIL/ATP grant. Repair pavement deterioration. Utilize the \$295,000 BIL annual discretionary funding for the majority of the project.
	State		\$ -			
	Local		\$ 255,000			
	Total		\$ 550,000			
Terminal Building Elevator/Lobby Addition	Federal		\$ 570,000			To provide board meeting room with elevator for ADA compliance, and to upgrade terminal building access. BIL/ATP Competitive Grant Application - 95% FAA funding. Project will proceed only if grant awarded.
	State		\$ -			
	Local		\$ 30,000			
	Total		\$ 600,000			
North Property Line Box Hangars - Phase 2	Federal		\$ -			Single row of box hangars along north property line. Possible GAVI grant of \$300,000 max. Possible small AIP grant for flatwork, assume \$50,000.
	State		\$ 350,000			
	Local		\$ 625,000			
	Total		\$ 975,000			
Rehabilitate Maintenance Building Parking Lot	Federal			\$ -		Schedule to be dictated by continued pav't deterioration. Completed full-depth patching of center section in 2017. Consider this project after terminal lot paving.
	State			\$ -		
	Local			\$ 350,000		
	Total			\$ 350,000		
PCAA Maintenance Building	Federal			\$ -		For storing snow fighting and mowing equipment. Opens up 2-3 tee hangars. Assumed location at south end of Taxiway D or near FSDO Office. Assumed 80' by 80' @ \$175/sf const. cost.
	State			\$ 500,000		
	Local			\$ 600,000		
	Total			\$ 1,100,000		
Phase 1 South Terminal Tee Hangars	Federal		\$ -	\$ -	\$ -	Two 10-unit bays of tee hangars and taxilanes as an initial phase of the South Corporate Terminal Development. Possible special Iowa DOT funding for tee hangars, assume 50%. Finalize concept in '25, design in '26, construct in '27.
	State				\$ 850,000	
	Local		\$ 50,000	\$ 100,000	\$ 850,000	
	Total		\$ 50,000	\$ 100,000	\$ 1,700,000	
North Property Line Box Hangars - Phase 3	Federal			\$ -	\$ -	Single row of box hangars along north property line. Possible GAVI grant of \$300,000 max. Possible small AIP grant for flatwork, assume \$50,000. Design in FY 26, Constrct in FY 27.
	State				\$ 350,000	
	Local			\$ 100,000	\$ 575,000	
	Total			\$ 100,000	\$ 925,000	

	Funding	FY 2028	FY 2029	FY 2030	
	Federal	\$ 1,980,000	\$ 675,000	\$ 405,000	
	State	\$ 200,000	\$ 405,000	\$ 405,000	
	Local	\$ 520,000	\$ 820,000	\$ 1,290,000	
Project Description	Total	\$ 2,700,000	\$ 1,900,000	\$ 2,100,000	Notes
South Corporate Terminal - Phase 1 Grading, Drainage and Paving Improvements	Federal	\$ 1,980,000			To prepare the overall development for vertical infrastructure. Overall site grading, etc. after Phase 1 Tee Hangars completed. Environmental clearance is being done with the 18/36 Reconstruction. Placeholder estimate pending preliminary design.
	State	\$ -			
	Local	\$ 220,000			
	Total	\$ 2,200,000			
Taxiway D and E Lighting Replacement	Federal	\$ -			Only remaining lights that have direct-buried wiring. Utilize either state or federal funding. Placeholder estimate pending preliminary design.
	State	\$ 200,000			
	Local	\$ 300,000			
	Total	\$ 500,000			
Taxiway C Pavement Replacement	Federal		\$ 675,000		Based on Iowa DOT 2021 Pavement Condition Index - PCI = 48. Assumes FAA grant for 90% of the construction costs.
	State		\$ -		
	Local		\$ 75,000		
	Total		\$ 750,000		
South Corporate Terminal - Phase 2 Grading and Drainage	Federal		\$ -		Additional site work needed to develop terminal area. Need recorded annual ops. Assumes Iowa DOT grant for 45% of construction costs. Placeholder estimate pending preliminary design.
	State		\$ 405,000		
	Local		\$ 495,000		
	Total		\$ 900,000		
Main Apron Pavement Rehabilitation	Federal		\$ -		Large apron area south of Terminal and west of Taxiway C. Joint and crack sealing, minor patching. Schedule dictated by continued deterioration of apron pavement.
	State		\$ -		
	Local		\$ 250,000		
	Total		\$ 250,000		
Future Runway and Taxiway Lighting Upgrades	Federal			\$ 405,000	Need based on anticipated deterioration of fixtures over time. Placeholder estimate pending preliminary design.
	State			\$ 45,000	
	Local			\$ 450,000	
	Total			\$ 900,000	
South Corporate Terminal - Phase 3 Grading and Drainage	Federal			\$ -	Balance of site work needed to develop terminal area. Need recorded annual ops. Need environmental clearance. 45% DOT and 55% local funding.
	State			\$ 405,000	
	Local			\$ 495,000	
	Total			\$ 900,000	
MALSR for Runway 36	Federal				MALSR installation must pass a Benefit / Cost Determination. Analysis to be included in the ACIP funding.
	State				
	Local			\$ 750,000	
	Total			\$ 750,000	

- Projects targeted for FAA Funding Participation
- Projects targeted for Iowa DOT Funding Participation
- Projects funded with only Local PCAA Funding
- Projects possibly funded by special FAA BIL/ATP Grants



ANKENY CITY COUNCIL

POLK COUNTY AVIATION AUTHORITY MEETING

November 9, 2023
5 : 00 PM

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?? ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Ensure Economic Vitality

??

ACTION REQUESTED:

LEGAL:
No Review Required

SUBJECT:
Review of the South Corporate Terminal Area Concept Plan.

EXECUTIVE SUMMARY:

FISCAL IMPACT: ??No

STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:



Click to download
 Concept View
 Grading Plan



Figure 1: Visualization of the South Corporate Terminal Area

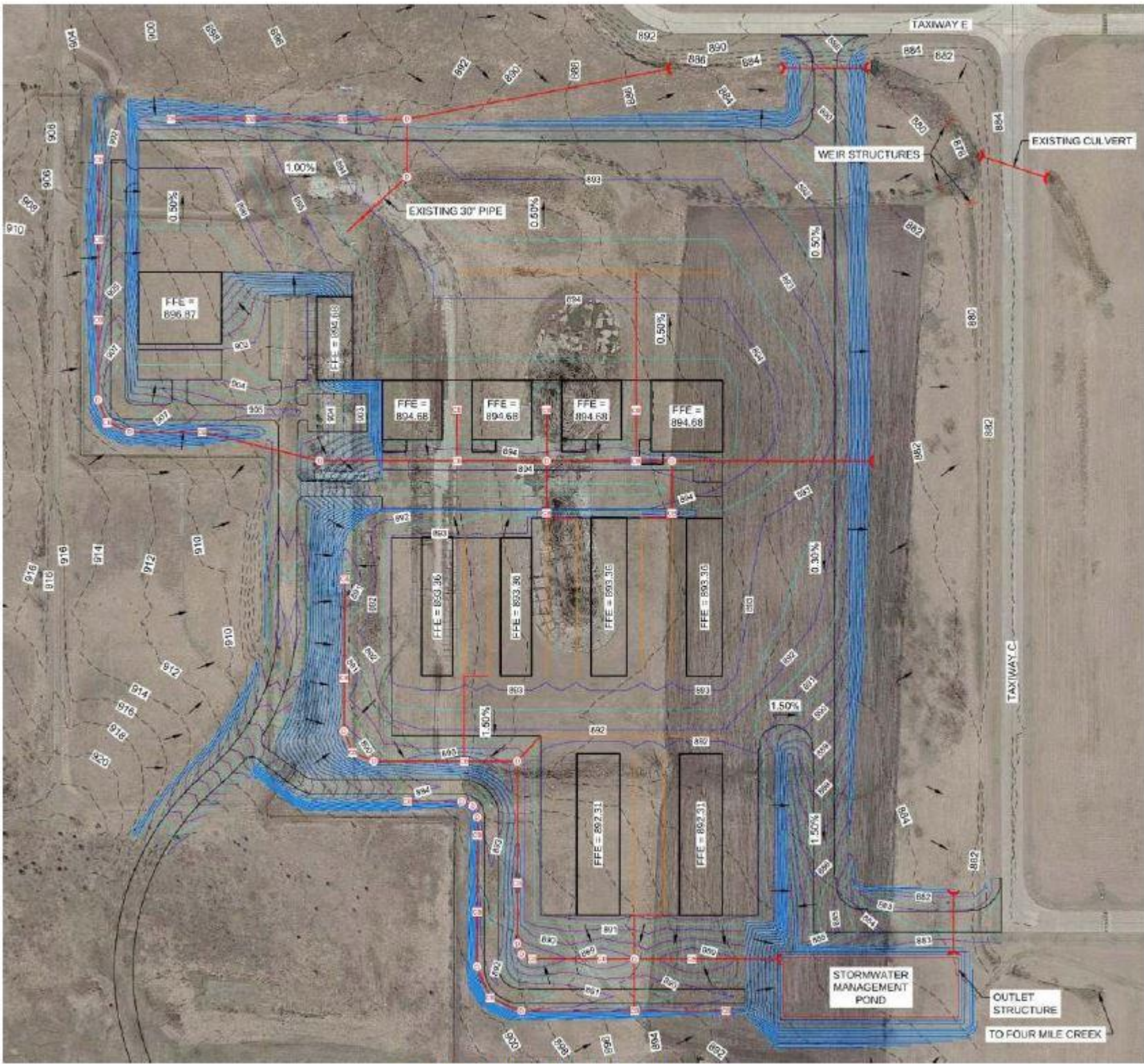


Figure 8. Rough Grading Plan Contours



ANKENY CITY COUNCIL
POLK COUNTY AVIATION AUTHORITY MEETING

November 9, 2023
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?? ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL: ??
Upgrade Essential Infrastructure

ACTION REQUESTED:

LEGAL:
No Review Required

SUBJECT:
North Property Line Box Hangars Project - Construction Update

EXECUTIVE SUMMARY:

FISCAL IMPACT: ??No

STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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ANKENY CITY COUNCIL
POLK COUNTY AVIATION AUTHORITY MEETING

November 9, 2023
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?? ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL: ??
Upgrade Essential Infrastructure

ACTION REQUESTED:

LEGAL:
No Review Required

SUBJECT:
Additional Emergency Patching on Runway 18/36 by Ridnour Construction.

EXECUTIVE SUMMARY:

FISCAL IMPACT: ??No

STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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ANKENY CITY COUNCIL
POLK COUNTY AVIATION AUTHORITY MEETING

November 9, 2023
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?? ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Enhance Quality of Life

??

ACTION REQUESTED:

LEGAL:
No Review Required

SUBJECT:
Advertisement for Taxiway D Box Hangar Land Leases

EXECUTIVE SUMMARY:

FISCAL IMPACT: ??No

STAFF RECOMMENDATIONS:


PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

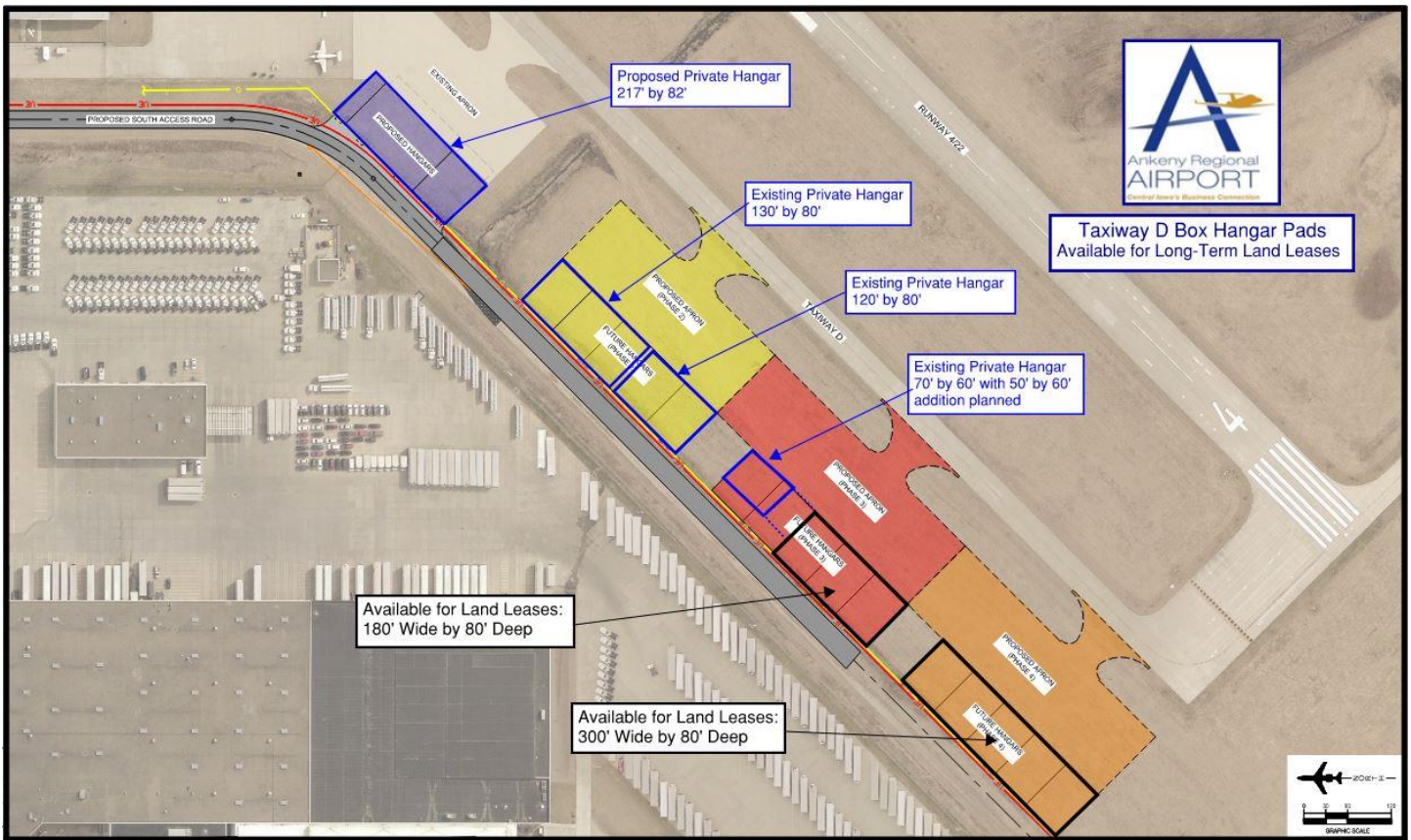
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ANKENY REGIONAL AIRPORT

TAXIWAY D BOX HANGAR DEVELOPMENT

LAND LEASE OFFERINGS FOR PRIVATELY-OWNED BOX HANGARS



The Polk County Aviation Authority (PCAA) is leasing box hangar pads to private individuals or companies who wish to construct and utilize a box hangar for aircraft storage and related activities. Details include:

- 50-year land lease based on the square footage occupied by the box hangar footprint.
- Currently available are pad areas of 180' wide by 80' deep and 300' wide by 80' deep as shown above. Actual hangar dimensions are at the tenant's discretion.
- The PCAA has completed the infrastructure to serve the hangar pads including:
 - 120' wide concrete aprons in front of the hangar pads that connect to Taxiway D.
 - A 24'-wide concrete access lane behind the hangar pads.
 - Full underground utilities along the access lane including electricity, natural gas, sanitary sewer, water main, network cable, storm sewer and street lighting.

For additional information including current lease rates and construction standards, please contact Airport Board Manager Paul Moritz at (515) 965-6428 or pmoritz@ankenyiowa.gov. Thank you!