

ANKENY CITY COUNCIL

Regular Meeting

Monday, April 1, 2024 5:30 PM Ankeny Kirkendall Public Library - City Council Chambers

1250 SW District Drive, Ankeny, Iowa

Mark Holm, Mayor Bobbi Bentz, Mayor Pro-Tem

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

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Anyone seeking assistance in communicating with the City should contact Relay Iowa at 1-800-735-2942 (TDY), or 1-800-735-2943 (Voice).

ELECTRONIC MEETING INFORMATION

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

Meeting ID: 973 1299 2966

Passcode: 1234

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

PROCEDURAL ACTIONS:

CALL TO ORDER: Mark Holm, Mayor

ROLL CALL: Michelle Yuska, City Clerk

PLEDGE OF ALLEGIANCE: Mark Holm, Mayor

CEREMONY: none

A. PUBLIC FORUM: none

B. APPROVAL OF AGENDA:

1. Approval of the April 1, 2024 Agenda

Action# B1-1. Consider motion to approve and accept the April 1, 2024 agenda, with or without amendment.

C. PUBLIC HEARING(S):

1. PH 2024-20 Proposed 2024 PCC Street Patching Program

Action# C1-1. Consider motion to close Public Hearing 2024-20

2. PH 2024-21 Proposed 2024 PCC Pavement Preservation Program - Crack and Joint Filling

Action# C2-1. Consider motion to close Public Hearing 2024-21.

3. PH 2024-22 Proposed NE 62nd Street RCB Over Trib. to Four Mile Creek

Action# C3-1. Consider motion to close Public Hearing 2024-22.

4. PH 2024-23 Proposed 2024 CIPP Lining Project

Action# C4-1. Consider motion to close Public Hearing 2024-23.

D. REPORTS OF ADVISORY BOARDS AND COMMISSION: none

E. APPROVAL OF CONSENT AGENDA:

Minutes

CA - 1	Approval of official council actions of the regular meeting of March 18, 2024, as
	published, subject to correction, as recommended by the City Clerk.

- **CA 2** Receive and file minutes of the Plan and Zoning Commission meeting of March 5, 2024.
- **CA 3** Receive and file minutes of the Zoning Board of Adjustment meeting of February 20, 2024.
- **CA 4** Receive and file minutes of the Library Board of Trustee meeting of February 15, 2024.

• Licenses and Permits

CA - 5 Consider motion to approve the issuance of liquor licenses and beer/wine permits in the City of Ankeny.

• Finance/Budget

CA - 6 Consider motion to approve Amendment No. 1 to the Professional Services
Agreement increasing the contract amount by \$15,890.00 with Civil Design
Advantage for construction engineering services on NW 36th Street and NW

Weigel Drive HMA Resurfacing project.

CA-7 Consider motion to approve Amendment No. 1 to the Professional Services Agreement increasing the contract amount by \$51,395.00 with Dixon Engineering. for construction services on the Magazine Ground Storage Reservoir Rehabilitation Project. **CA-8** Consider motion to approve Change Order #1 changing the contract amount by \$0 to InRoads, LLC, for construction services on the NW 36th Street and NW Weigel Drive HMA Resurfacing project. **CA-9** Consider motion to approve Amendment No. 1 to the Professional Services Agreement increasing the contract amount by \$24,740.00 with Nilles Associates Inc. for construction engineering services on the Vintage Business Park North Lake & Saylor Creek Repairs project. **CA-10** Consider motion to approve Payment #6 in the amount of \$4,888.41 to Foth Infrastructure and Environment, LLC for engineering services on the North Four Mile Trunk Sewer - Phase 2 project. **CA-11** Consider motion to approve Payment #23 in the amount of \$14,521.86 to Foth Infrastructure and Environment, LLC for engineering services on the North Four Mile Creek Trunk Sewer project. **CA-12** Consider motion to approve Payment #12 in the amount of \$6,801.60 to Foth Infrastructure and Environment, LLC for engineering services on the NW State Street Extension project. **CA-13** Consider motion to approve Payment #15 in the amount of \$30,498.42 to HDR Engineering, Inc., for engineering services on the NW Irvinedale Elevated Storage Tank project. **CA-14** Consider motion to approve Payment #15 in the amount of \$15,397.25 to JEO Consulting Group, Inc., for engineering services on the SE 3rd Street Improvements - Phase 2 project. **CA-15** Consider motion to approve Payment #12 in the amount of \$13,494.10 to JEO Consulting Group, Inc., for engineering services on the Transportation Master Plan. **CA-16** Consider motion to approve Payment #1 in the amount of \$37,871.38 to MSA Professional Services, Inc., for engineering services on the SW Walnut Street and SW Ordnance Road Water Main project. **CA-17** Consider motion to approve Payment #3 in the amount of \$109,620.76 to Olsson, Inc., for engineering services on the Fiber Optic Network Upgrade project. **CA-18** Consider motion to approve Payment #15 in the amount of \$3,727,75 to RDG Planning & Design for engineering services on the Fourmile Creek and Tributary to Fourmile Creek Restoration project. **CA-19** Consider motion to approve Payment #39 in the amount of \$1,915.15 to Shive Hattery for construction administration services associated with the Ankeny Senior Community Center project. **CA-20** Consider motion to approve Payment #37 in the amount of \$7,080.25 to Snyder & Associates, Inc., for engineering services on the HTT Transmission Main and Drainage Improvements project. **CA-21** Consider motion to approve Payment #6 in the amount of \$133,756.25 to Snyder & Associates, for engineering services on the N Ankeny Blvd Improvements 1st Street to 11th Street project.

Consider motion to approve Payment #32 in the amount of \$9,356.80 to Snyder &

CA-22

Associates, Inc., for engineering services on the NE Delaware Ave Recon - NE 5th St to NE 18th St project.

- CA 23 Consider motion to approve Payment #19 in the amount of \$3,107.81 to Snyder & Associates, Inc., for engineering services on the NW Northlawn Area Utility Improvements Phase 2 project.
- CA 24 Consider motion to approve Payment #7 in the amount of \$10,464.42 to Snyder & Associates, Inc., for engineering services on the NW Northlawn Area Utility Improvements Phase 3 project.
- CA 25 Consider motion to approve Payment #11 in the amount of \$24,609.32 to Snyder & Associates, for engineering services on the S Ankeny Blvd Improvements SE Peterson Dr to 1st St project.
- CA 26 Consider motion to approve Payment #10 in the amount of \$7,197.71 to Snyder & Associates, for engineering services on the SE Delaware Ave and SE 54th St Traffic Signal project.
- CA 27 Consider motion to approve Payment #2 in the amount of \$12,055.60 to Snyder & Associates for engineering services on the Watercrest Park Expansion Project.
- **CA 28** Consider motion to approve Payment #35 in the amount of \$1,686.00 to Strand, for engineering services on the Ankeny ASR project.
- CA 29 Consider motion to approve Payment #11 in the amount of \$4,617.00 to Strand, for engineering services on the NE 36th Street & NE 38th Street Water Main Loop project.
- **CA 30** Consider motion to approve the April 1, 2024 Accounts Payable.

Personnel Items - none

Community Development Items

- CA 31 Consider motion to adopt **RESOLUTION** accepting final plat, letter of credit for seeding and erosion control, performance and maintenance bonds for public improvements, and platted easements for Kimberley Villas Plat 1.
- CA 32 Consider motion to adopt **RESOLUTION** approving plans and specifications, and accepting contracts and performance and maintenance bonds for the construction of water main and sanitary sewer in Kimberley Villas Plat 1.
- CA 33 Consider motion to adopt **RESOLUTION** accepting final plat, letter of credit for seeding and erosion control, performance and maintenance bonds for public improvements, and platted easements for Kimberley Villas Plat 3.
- CA 34 Consider motion to adopt **RESOLUTION** approving plans and specifications, and accepting contracts and performance and maintenance bonds for the construction of water main and sanitary sewer in Kimberley Villas Plat 3.
- **CA 35** Consider motion to approve the 6th Amended Vintage Business Park at Prairie Trail Neighborhood Plan and rescind the previous plan approved March 7, 2022.
- CA 36 Consider motion to adopt **RESOLUTION** accepting a Public Drainage Easement and Subdivision Bond for seeding and erosion control associated with Lot development of Lot 1, Heritage Commercial at Prairie Trail Plat 1.

Engineering Items

- CA 37 Consider motion to adopt **RESOLUTION** accepting public improvements in Canyon Landing Duplexes Plat 2 for utilities & subgrade.
- CA 38 Consider motion to adopt **RESOLUTION** accepting public improvements in

	Canyon Landing Duplexes Plat 2 for paving.
CA - 39	Consider motion to adopt RESOLUTION accepting public improvements in Canyon Landing Townhomes Plat 2 for utilities & subgrade.
CA - 40	Consider motion to adopt RESOLUTION accepting public improvements in Canyon Landing Plat 2 for utilities
CA - 41	Consider motion to adopt RESOLUTION accepting public improvements in Canyon Landing Plat 2 for subgrade
CA - 42	Consider motion to adopt RESOLUTION accepting public improvements in Canyon Landing Plat 2 for paving.
CA - 43	Consider motion to adopt RESOLUTION accepting public improvements in Canyon Landing Plat 3 for utilities & subgrade.
CA - 44	Consider motion to adopt RESOLUTION accepting public improvements in Canyon Landing Plat 3 for paving.
CA - 45	Consider motion to adopt RESOLUTION accepting public improvements in Canyon Landing Plat 4 for utilities & subgrade.
CA - 46	Consider motion to adopt RESOLUTION accepting public improvements in Canyon Landing Plat 4 for paving.

Capital Improvement Projects

CA - 47 Consider motion to adopt **RESOLUTION** accepting a proposal from Howrey Construction, Inc. in the amount of \$119,498.00 for the construction of the 2024 Sidewalk Gaps and Replacements Improvement Program project.

Administrative Items

CA - 48	Consider motion to adopt RESOLUTION authorizing the execution of an
	agreement between the Ankeny Area Chamber of Commerce and City of Ankeny
	for economic development and community services.

- CA 49 Consider motion to approve a Professional Services Agreement with Confluence for completion of the South Ankeny Boulevard Corridor Revitalization Plan in an amount not to exceed \$80,000 and authorize the Mayor to execute said Agreement.
- **CA 50** Consider motion to approve an application for funding for a Bravo Public Art Grant to assist with Phase I of the High Trestle Trail Experience Park.
- CA 51 Consider motion to adopt **RESOLUTION** authorizing the City of Ankeny, Iowa approving the Iowa Department of Natural Resources Grant Project Cooperative Agreement, 2024 Community Forestry Grant Program.
- CA 52 Consider motion to set public hearing on Amendment of Current City Budget for Fiscal Year July 1, 2023 June 30, 2024 and direct City Clerk to publish notice of such hearing (date of hrg: 4/15/24 @ 5:30 p.m.).
- CA 53 Consider motion to set public hearing on Adoption of Budget and Certification of City Taxes for Fiscal Year July 1, 2024 June 30, 2025 and direct City Clerk to publish notice of such hearing (date of hrg: 4/15/24 @ 5:30 p.m.).

Approval of Consent Agenda Items

Consent Agenda Items CA-1 through CA-56.

Action# E1-1. Consider motion to approve the recommendations for Consent Agenda Items CA-1 through CA-56.

- F. SUPPLEMENTAL AND REMOVED CONSENT AGENDA ITEMS: none
- G. RECESS Mark Holm, Mayor
- H. LEGISLATIVE BUSINESS:
 - Boards/Commissions Appointments:
 - Civil Service Appointment to the Civil Service Commission Commission

Action# H1-1. Consider motion to approve the appointment of David Kinsley to the Civil Service Commission, effective 4/1/2024 – 3/31/2028.

- Approval of Ordinances: none
- I. OLD BUSINESS: none
- J. NEW BUSINESS:
 - 1. Proposed 2024 PCC Street Patching Program (PH 2024-20)

Action# J1-1.

Consider motion to adopt 1) RESOLUTION adopting plans, specifications, form of contract and estimate of cost \$844,045.00; 2) receive and file report of bids received March 26, 2024; 3) adopt RESOLUTION making award of construction contract with TK Concrete, Inc. in the amount of \$789,727.00; and 4) adopt RESOLUTION approving contract and bonds with TK Concrete, Inc. in the amount of \$789,727.00.

Proposed 2024 PCC Pavement Preservation Program - Crack & Joint Filling (PH 2024-21)

Action# J2-1.

Consider motion to adopt 1) RESOLUTION adopting plans, specifications, form of contract and estimate of cost \$415,578.00; 2) receive and file report of bids received March 26, 2024; 3) adopt RESOLUTION making award of construction contract with lowa Civil Contracting, Inc. in the amount of \$492,635.80; and 4) adopt RESOLUTION approving contract and bonds with lowa Civil Contracting, Inc. in the amount of \$492,635.80.

3. Proposed NE 62nd Street RCB Over Trib. to Four Mile Creek (PH 2024-22)

Action# J3-1.

Consider motion to adopt 1) RESOLUTION adopting plans, specifications, form of contract and estimate of cost \$792,414.00; 2) receive and file report of bids received March 26, 2024; 3) adopt RESOLUTION making award of construction contract with Gus Construction Co., Inc. in the amount of \$465,519.57; and 4) adopt RESOLUTION approving contract and bonds with Gus Construction Co., Inc. in the amount of \$465,519.57.

4. Proposed 2024 CIPP Lining Project (PH 2024-23)

Action# J4-1.

Consider motion to adopt 1) RESOLUTION adopting plans, specifications, form of contract and estimate of cost \$500,603.00; 2) receive and file report of bids received March 26, 2024; 3) adopt RESOLUTION making award of construction contract with Municipal Pipe Tool Co., LLC in the amount of \$576,482.50; and 4) adopt RESOLUTION approving contract and bonds with Municipal Pipe Tool Co., LLC in the amount of \$576,482.50.

5. Proposed NW Northlawn Area Utility Improvements - Phase 4
Professional Services Agreement with Snyder & Associates, Inc.

Action# J5-1.

Consider motion to approve the Professional Services Agreement with Snyder & Associates, Inc. for design engineering services on the NW Northlawn Area Utility Improvements - Phase 4 project in an amount not to exceed \$84,450.00 and authorize the Mayor to execute said Agreement.

K. ADMINISTRATIVE BUSINESS:

• Report of the City Staff:

City Manager City Attorney

• Report of the Governing Body:

Mayor

City Council Members: Council Member Bentz Council Member Perry Council Member Ruddy Council Member Shafer Council Member Stearns

- Future Council Agenda Items:
 - Public Hearing 2024 Asphalt St Resurfacing Program SW Ordnance Road -4/15/24 @ 5:30 p.m.
 - Public Hearing NE 36th St & NE 38th St Water Main Loop 4/15/24 @ 5:30 p.m.
 - Public Hearing Amend Current Clty Budget FY July 1, 2023 June 30, 2024 4/15/24 @ 5:30 p.m.
 - Public Hearing Adopt Budget & Certification of City Taxes for FY July 1, 2024 June 30, 2025 4/15/24 @ 5:30 p.m.
 - Regular City Council Meeting 5/6/24 @ 5:30 p.m.

L. ADJOURNMENT

1. Adjournment

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



ANKENY CITY COUNCIL

City Council Agenda

April 1, 2024 5:30 PM

Mark Holm, Mayor Bobbi Bentz, Mayor Pro tem

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

ORIGINATING DEPARTMENT: COUNCIL GOAL: City Clerk			
ACTION REQUESTED:			
LEGAL:			
SUBJECT:			
https://zoom.us/j/97312992966?pwd=OEFocWZGS0NYUmtnVHNxcWZFak9Pdz09			
Meeting ID: 973 1299 2966 Passcode: 1234			
Dial in: +1 312 626 6799; Meeting ID: 973 1299 2966; Passcode: 1234			
EXECUTIVE SUMMARY:			
FISCAL IMPACT: No			
CITY MANAGER'S RECOMMENDATIONS:			
PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):			

PUBLIC OUTREACH EFFORTS:

	ACTION REQUESTED:	
	ADDITIONAL INFORMATION:	
	ATTACHMENTS:	
Click to download		
No Attachments Available		



ANKENY CITY COUNCIL

City Council Agenda

April 1, 2024 5:30 PM

Mark Holm, Mayor Bobbi Bentz, Mayor Pro tem

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

ORIGINATING DEPARTM City Clerk	ENT:	COUNCIL GOAL:	
ACTION REQUESTED:			
LEGAL:			
	SUBJ	ECT:	
CALL TO ORDER:	Mark Holm, Mayor		
ROLL CALL:	Michelle Yuska, City C	Clerk	
PLEDGE OF ALLEGIANCE	E: Mark Holm, Mayor		
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EXECUTIVE SUMMARY:			
FISCAL IMPACT: No			
CITY MANAGER'S RECOMMENDATIONS:			
PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):			
PUBLIC OUTREACH EFFORTS:			

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click	w	UUVVIII	wau

No Attachments Available



ANKENY CITY COUNCIL

City Council Agenda

April 1, 2024 5:30 PM

Mark Holm, Mayor Bobbi Bentz, Mayor Pro tem

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

ORIGINATING DEPARTMENT: COUNCIL GOAL:
ACTION REQUESTED:
LEGAL:
SUBJECT:
Approval of the April 1, 2024 Agenda
EXECUTIVE SUMMARY:
FISCAL IMPACT: No
CITY MANAGER'S RECOMMENDATIONS:
PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):
PUBLIC OUTREACH EFFORTS:
ACTION REQUESTED:
Action: Consider motion to approve and accept the April 1, 2024 agenda, with or without amendment.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download		
No Attachments Available		



ANKENY CITY COUNCIL

City Council Agenda

April 1, 2024 5:30 PM

Mark Holm, Mayor Bobbi Bentz, Mayor Pro tem

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

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Public Works	Upgrade Essential Infrastructure
ACTION REQUESTED: Public Hearing	
LEGAL: Item Reviewed by Legal Counsel	
SUE PH 2024-20: Proposed 2024 PCC Street Patching Pr	JECT: rogram

EXECUTIVE SUMMARY:

The 2024 PCC Street Patching Program project includes the full depth removal and replacement of PCC street pavement at three (3) separate locations, generally located on:

Site 1 – NW 4th Street and NW Arlan Drive intersection (7" pavement),

Site 2 – SW Prairie Trail Parkway and SW Abilene Road intersection (8" pavement), and

Site 3 – NW State Street between West First Street and NW Prairie Ridge Drive (9" patches)

The construction improvements include approximately 1,850 SY of 9" thick PCC Class C-SUD full depth

patches, 550 SY of 8" thick PCC Class C-SUD street pavement, 1,275 SY of 7" thick PCC Class C-SUD street pavement, 400 SY of 7" thick PCC Class C-SUD fully reinforced street pavement, 300 LF of storm sewer, and 275 LF of water main. Other associated improvements include sidewalk and pedestrian ramp removal and replacement, installation of new intake structures, minor adjustments to sanitary and storm sewer structures, partial rebuild of an existing intake, temporary traffic control, maintenance of postal service and solid waste collection, temporary surface restoration, mobilization, and miscellaneous associated work necessary to complete the project.

The bid opening for this project was held on Tuesday, March 26, 2024. Four (4) bids were received as follows:

- 1. TK Concrete, Inc. \$789,727.00
- 2. The Concrete Contracting Company, Inc. \$814,601.50
- 3. RAMMS Construction, LLC \$870,228.25
- 4. Iowa Civil Contracting, Inc. \$998,081.00

The Engineer's Estimate for the project was \$844,045.00. The bids ranged from approximately 7% below to 18% above the estimate. TK Concrete has completed similar projects for the City of Ankeny in the past and they have the technical experience to complete this project. The Public Works Department recommends awarding the 2024 PCC Street Patching Program project to TK Concrete, Inc. of Pella, Iowa.

Pending project approval and award by the City Council, the contractor will be required to start the improvements for Site 1 and Site 3 no earlier than April 15, 2024 and no later than May 13, 2024 and the improvements for Site 2 no earlier than May 28, 2024 and no later than June 10, 2024.

The Contractor will have 40 Working Days to substantially complete Site 1, 20 Working Days to substantially complete Site 2, and 40 Working Days to substantially complete Site 3. Substantial completion for each Site shall be defined as all utility, grading, and pavement construction completed, temporary surface restoration completed, permanent pavement markings completed, with the new street and sidewalk pavement fully open to traffic. The Contractor shall fully complete the overall project in 10 working days immediately following substantial completion of all three (3) Sites. Full completion for the overall project shall be defined as all work including punch list items completed, and all improvements ready for final acceptance.

FISCAL IMPACT: No

This project is included in the City's current Capital Improvement Program with construction scheduled for 2024.

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the Council take the following action:

- 1. Hold a hearing on the proposed Contract Documents (plans, specifications, and form of contract), and estimate of cost (\$844,045.00).
- 2. Approve Resolution, adopting said plans, specifications, form of contract, and estimated cost for the 2024 PCC Street Patching Program project.
- 3. Receive and file the report of bids received on March 26, 2024.
- 4. Approve Resolution, making award of construction contract to TK Concrete, Inc. of Pella, Iowa.
- 5. Approve Resolution, approving contract and bonds with TK Concrete, Inc. in the amount of \$789,727.00.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

March 4, 2024: The City Council approved a Resolution ordering construction and setting the bid opening date as March 26, 2024, and setting the public hearing date as April 1, 2024.

PUBLIC OUTREACH EFFORTS:

Periodic update letters will be sent to affected properties throughout the duration of construction.

ACTION REQUESTED:

Action: Consider motion to close Public Hearing 2024-20

ADDITIONAL INFORMATION:

ATTACHMENTS:

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



PUBLIC HEARING 2024-20

5:30 P.M.

APRIL 1, 2024

PROPOSED 2024 PCC STREET PATCHING PROGRAM

Mayor:

This is the time and place for a public hearing on the matter of the adoption of plans, specifications, form of contract and estimate of cost for construction of certain public improvements described in general as construction of the 2024 PCC Street Patching Program. Notice of this hearing was published in the Des Moines Register on the 15th day of March, 2024.

Mayor:

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

City Clerk:

None in the Clerk's Office.

Mayor:

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

After Report:

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

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

□ Consider **MOTION** to close Public Hearing 2024-20.

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

Council Member	introduced	the following Resolution entitled
"RESOLUTION ADOPTING PLANS,	SPECIFICATIONS,	FORM OF CONTRACT AND
ESTIMATE OF COST FOR THE 2024 P	CC STREET PATCH	ING PROGRAM", and moved that
the same be adopted. Council Member		seconded the motion to adopt
The roll was called, and the vote was:		
AYES:		
711DS		
NAYS:		

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE 2024 PCC STREET PATCHING PROGRAM

WHEREAS, on the <u>4th</u> day of <u>March</u>, 2024, plans, specifications, form of contract and estimate of cost were filed with the Clerk for the construction of certain public improvements described in general as the 2024 PCC Street Patching Program; and

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

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

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

PASSED AND APPROVED this 1st day of April, 2024.



REC'D & FILED BY CITY COUNCIL 4-1-24

BID LETTING

10:30 A.M.

MARCH 26, 2024

2024 PCC STREET PATCHING PROGRAM

The purpose of this meeting is to receive, open and tabulate bids for construction of the 2024 PCC Street Patching Program in accordance with the Plans and Specifications prepared by City of Ankeny Public Works.

Amy Quartell, City Engineer

		Project Estimate of Cost \$ 84	4,045,00	
	Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (none) Acknowledged
	1)	lowa Civil Contracting Inc. 11010 3rd St. Victor, 12 52347	#998,081.	
	2)	The Concrete Contracting Co. P.O. Box 55Le Grimes, 1A 50111	#814,601.50	
X	3)	TK Concrete Inc. 11608 Fifield Rd Pella, 12 50219	4789,007	
	4)	Ramms Construction 1120 2nd St NE Bondwant, 1A 50035	#870,228, ²⁵	V
	5)			
	6)			

^{*}Apparent Low Bidder

Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (none) Acknowledged
7)			·
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8)			
9)			<i>V</i>
	,		
10)			
11)	·		
12)			-
13)			
Apparent l	Low Bidder		
Bids will be P.M.	e reviewed and further action taken by the Ci	ity Council at their next regular meetir	ng of April 1, 2024 at 5:30
		ames Quart	X _
ATTEST:		Amy Quartell, City Engineer	

Diane Klemme, Deputy City Clerk

Bid Tabulation

2024 PCC Street Patching Program Project Description

Project Description March 26, 2024

March Marc					March 26, 2024 Engineer's Estimate TK Concrete, Inc. T		The Concrete Contracting Company, Inc.		RAMMS Construction, LLC		Iowa Civil Contracting, Inc.		ing. Inc.						
March Marc	Item No.	SUDAS No.	Item	Unit	Total		1	Total			 						.	1	Total Price
Bill			TRENCH AND TRENCHLESS CONSTRUCTION																
	3.01	3010-F		LS	1	\$ 5,000.00	\$ 5,000,00	1	\$ 2,050,00	\$ 2,050,00	1	\$ 2,500,00	\$ 2,500,00	1	\$ 2,150,00	\$ 2,150,00	1	\$ 2,093,00	\$ 2,093.00
March Marc									,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	,,,,,		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		, , , , ,	, , , , ,		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
March Marc	4.01	4020-A-1	Storm Sewer, Trenched, Class V RCP, 12" Diameter, R-5 Bedding	LF	94	\$ 100.00	\$ 9,400.00	94	\$ 104.50	9,823.00	94	\$ 135.00	\$ 12,690.00	94	\$ 137.00	\$ 12,878.00	94	\$ 140.00	\$ 13,160.00
Mark	4.02	4020-A-2	Storm Sewer, Trenched, Class V RCP, 15" Diameter, R-5 Bedding	LF	8		\$ 1,180,00	8	\$ 220.00	\$ 1,760,00	8	s 250.00	\$ 2,000,00	8	\$ 240.00	\$ 1,920.00	8	\$ 234.00	\$ 1,872.00
April December Company Compa					100			100			100			100			100		
			8																
Second S	4.04	4020-D	Removal of Storm Sewer, RCP, 15" Diameter	LF	132	\$ 25.00	\$ 3,300.00	132	\$ 22.00	\$ 2,904.00	132	\$ 45.00	\$ 5,940.00	132	\$ 44.00	\$ 5,808.00	132	\$ 44.00	\$ 5,808.00
Min			WATER MAINS AND APPURTENANCES																
10 1980 19		5010-A-1	Water Main, Trenched, PVC, 8" Diameter		277	\$ 100.00	\$ 27,700.00	277	\$ 105.00	\$ 29,085.00	277		\$ 34,625.00			\$ 22,575.50	277		\$ 22,991.00
March Marc	5.02	5010-C-1	Fitting, 45 Degree Bend, 8" Diameter	EA	16	\$ 1,000.00	\$ 16,000.00	16	\$ 1,100.00	\$ 17,600.00	16	\$ 1,450.00	\$ 23,200.00	16	\$ 1,430.00	\$ 22,880.00	16	\$ 1,463.00	\$ 23,408.00
200-2-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-		5010-C-1	Fitting, 8" X 8" Tee		1			1			1	, , , , , , , ,	. ,	1		,,,,,,,	1		\$ 2,878.00
1909 1909	5.04	5010-C-2	Fitting, 8" X 6" Reducer		4	\$ 1,000.00	\$ 4,000.00	4	\$ 2,000.00	8,000.00	4		\$ 14,000.00	4		\$ 14,400.00	4		\$ 14,652.00
500 500	5.05	5010-H	Water Main Removal, 6" Diameter	LF	268	\$ 25.00	\$ 6,700.00	268	\$ 22.00	5,896.00	268	\$ 34.00	\$ 9,112.00	268	\$ 32.50	\$ 8,710.00	268	\$ 33.00	\$ 8,844.00
1985 1985	5.06	5020-A	Gate Valve, 8" Diameter	EA	4	\$ 2,500.00	\$ 10,000.00	4	\$ 3,075.00	12,300.00	4	\$ 3,000.00	\$ 12,000.00	4	\$ 3,150.00	\$ 12,600.00	4	\$ 3,201.00	\$ 12,804.00
1985 Solution 1986 Sol	5.07	5020-C	Fire Hydrant Assembly	EA	1	\$ 7,500.00	\$ 7,500.00	1	\$ 8,580.00	8,580.00	1	\$ 7,850.00	\$ 7,850.00	1	\$ 8,100.00	\$ 8,100.00	1	\$ 8,268.00	\$ 8,268.00
MINISTRA RANGE MANAGE	5.08	5020-J	Fire Hydrant Assembly Removal	EA	1	\$ 1,000.00	\$ 1,000.00	1	\$ 1,050.00	1,050.00	1	\$ 2,000.00	\$ 2,000.00	1	\$ 200.00	\$ 200.00	1	\$ 185.00	\$ 185.00
	5.09	5020-K	Valve Removal	EA	2	\$ 1,000.00	\$ 2,000.00	2	\$ 550.00	1,100.00	2	\$ 1,500.00	\$ 3,000.00	2	\$ 860.00	\$ 1,720.00	2	\$ 847.00	\$ 1,694.00
			STRUCTURES FOR SANITARY AND STORM SEWERS																
	6.01	6010-A	Manhole, SW-401, 60" Diameter, Modified, Precast	EA	2	\$ 5,000.00	\$ 10,000.00	2	\$ 9,250.00	18,500.00	2	\$ 8,350.00	\$ 16,700.00	2	\$ 8,850.00	\$ 17,700.00	2	\$ 8,987.00	\$ 17,974.00
Miller M	6.02	6010-B	Intake, SW-505, 6'-8" X 2'-0", Modified, Precast	EA	5	\$ 5,000.00	\$ 25,000.00	5	\$ 8,125.00	40,625.00	5	\$ 5,700.00	\$ 28,500.00	5	\$ 5,600.00	\$ 28,000.00	5	\$ 5,698.00	\$ 28,490.00
686 666	6.03	6010-B	Intake, SW-505, 6'-8" X 2'-0", Cast-in-place	EA	1	\$ 10,000.00	\$ 10,000.00	1	\$ 14,850.00	14,850.00	1	\$ 16,500.00	\$ 16,500.00	1	\$ 15,700.00	\$ 15,700.00	1	\$ 15,994.00	\$ 15,994.00
0.00 1.	6.04	6010-B	Intake, SW-506, 6'-8" X 6'-0", Modified, Cast-in-place	EA	1	\$ 8,000.00	\$ 8,000.00	1	\$ 19,750.00	19,750.00	1	\$ 17,500.00	\$ 17,500.00	1	\$ 15,500.00	\$ 15,500.00	1	\$ 15,681.00	\$ 15,681.00
	6.05	6010-E-1	Manhole Adjustment, Sanitary, Minor, SELFLEVEL	EA	2	\$ 2,500.00	\$ 5,000.00	2	\$ 2,750.00	5,500.00	2	\$ 3,750.00	\$ 7,500.00	2	\$ 3,900.00	\$ 7,800.00	2	\$ 4,300.00	\$ 8,600.00
6910-629 6810-644 Manufamman	6.06	6010-E-1	Manhole Adjustment, Sanitary, Minor, Two-Piece	EA	2	\$ 2,000.00	\$ 4,000.00	2	\$ 2,850.00	5,700.00	2	\$ 3,000.00	\$ 6,000.00	2	\$ 1,750.00	\$ 3,500.00	2	\$ 3,600.00	\$ 7,200.00
	6.07	6010-E-1	Manhole Adjustment, Storm, Minor, Two-Piece	EA	1	\$ 2,000.00	\$ 2,000.00	1	\$ 1,750.00	\$ 1,750.00	1	\$ 2,500.00	\$ 2,500.00	1	\$ 1,400.00	\$ 1,400.00	1	\$ 2,900.00	\$ 2,900.00
	6.08	6010-E-2	Intake Adjustment, Minor, Single Grate	EA	6	\$ 2,000.00	\$ 12,000.00	6	\$ 3,700.00	\$ 22,200.00	6	\$ 2,000.00	\$ 12,000.00	6	\$ 1,775.00	\$ 10,650.00	6	\$ 2,760.00	\$ 16,560.00
SPEERSANDERLATILE NORMEN 1	6.09	6010-G-1	Connection to Existing Manhole	EA	1	\$ 1,500.00	\$ 1,500.00	1	\$ 5,500.00	5,500.00	1	\$ 6,000.00	\$ 6,000.00	1	\$ 6,000.00	\$ 6,000.00	1	\$ 6,702.00	\$ 6,702.00
Page	6.10	6010-H-2	Remove Intake	EA	3	\$ 1,000.00	\$ 3,000.00	3	\$ 1,000.00	3,000.00	3	\$ 1,250.00	\$ 3,750.00	3	\$ 1,050.00	\$ 3,150.00	3	\$ 1,054.00	\$ 3,162.00
The content of the			STREETS AND RELATED WORK																
7016	7.01	7010-A	Pavement, PCC, Class C-SUD, 7" Thick	SY	1,283	\$ 70.00	\$ 89,810.00	1,283	\$ 72.00	92,376.00	1,283	\$ 75.00	\$ 96,225.00	1,283	\$ 69.25	\$ 88,847.75	1,283	\$ 90.00	\$ 115,470.00
19th	7.02	7010-A	Pavement, PCC, Class C-SUD, 7" Thick, Fully-Reinforced	SY	392	\$ 100.00	\$ 39,200.00	392	\$ 76.50	\$ 29,988.00	392	\$ 80.00	\$ 31,360.00	392	\$ 85.00	\$ 33,320.00	392	\$ 95.00	\$ 37,240.00
Prof. Prof	7.03	7010-A	Pavement, PCC, Class C-SUD, 8" Thick	SY	543	\$ 80.00	\$ 43,440.00	543	\$ 76.00	\$ 41,268.00	543	\$ 85.00	\$ 46,155.00	543	\$ 76.00	\$ 41,268.00	543	\$ 132.00	\$ 71,676.00
The	7.04	7030-A-1	Removal of Sidewalk	SY	239	\$ 10.00	\$ 2,390.00	239	\$ 15.00	3,585.00	239	\$ 20.00	\$ 4,780.00	239	\$ 20.00	\$ 4,780.00	239	\$ 15.00	\$ 3,585.00
270 7008-E Selendi, PCC, Class C, Pibek SY 29 1000 2,2900 29 6,650 5 1,855 0 70 5 1,537 0 29 5 6,500 5 1,548 0 5 1,549 0 5 6,958 0 71 5 5,000 5 1,000 5	7.05	7030-A-3	Removal of Driveway	SY	71	\$ 10.00	\$ 710.00	71	\$ 15.00	1,065.00	71	\$ 20.00	\$ 1,420.00	71	\$ 27.00	\$ 1,917.00	71	\$ 15.00	\$ 1,065.00
Fig. 1900-E Seventh Percentage, Galvanized Steel SY 71 S 1500 S 8,875.00 71 S 750 S 5,325.00 71 S 7500 S 4,470.00 71 S 7500 S 5,250.00 71 S 7500 S 5,400.00 S 5,500.00	7.06	7030-E	Sidewalk, PCC, Class C, 4" Thick	SY	134	\$ 75.00	\$ 10,050.00	134	\$ 55.00	5 7,370.00	134	\$ 45.00	\$ 6,030.00	134	\$ 53.00	\$ 7,102.00	134	\$ 108.00	\$ 14,472.00
Top	7.07	7030-E	Sidewalk, PCC, Class C, 5" Thick	SY	29	\$ 100.00	\$ 2,900.00	29	\$ 65.00	1,885.00	29	\$ 53.00	\$ 1,537.00	29	\$ 67.00	\$ 1,943.00	29	\$ 116.00	\$ 3,364.00
7.10 7030-84-1 Origonal Price Str. O	7.08	7030-E	Sidewalk, PCC, Class C, 6" Thick	SY			\$ 8,875.00			5,325.00			\$ 4,970.00			\$ 6,958.00			\$ 10,650.00
7.10 7030-84-1 Origonal Price Str. O	7.09	7030-G	Detectable Warnings, Galvanized Steel	SF	104	\$ 60.00	\$ 6,240.00	104	\$ 50.00	5,200.00	104	\$ 60.00	\$ 6,240.00	104	\$ 54.00	\$ 5,616.00	104	\$ 65.00	\$ 6,760.00
7.11 7040-A Full Depth Patches, PCC, Class C SUD, 9" Thick SY 1,854 5 125.00 5 231,780.00 1,854 5 96.00 5 178,911.00 1,854 5 95.00 5 176,130.00 1,854 5 131.00 5 242,234.00 1,855 5 148.00 5 274,335 1,130	7.10	7030-H-1	-	SY				1		\$ 5,070.00			\$ 5,460,00				78	s 117.00	
7.12 7040-B Selbase Over-exervation, 6° Depth Selbase Over-exervation, 6°	7.11			SY			\$ 231,750.00	1,854	\$ 96.50				\$ 176,130.00			\$ 242,874.00	1,854	\$ 148.00	
7.13 7040-11 Pavement Removal, PCC SY 1.675 5 10.00 5 16.750.00 1.675 5 12.00 5 20.000.00 1.675 5 20.00 5 33.500.00 1.675 5 21.05 5 36.012.50 1.675 5 30.00 5 50.02			•					 			<u> </u>					-			
RAFFIC CONTROL Rough Painted Pavement Markings, Waterborne STA 17,7 \$ 25,00 \$ 4,425,00 17,7 \$ 600,00 17,7 \$ 8,00 \$ 1,060,00 17,7 \$ 8,00 \$ 1,050,00 17,7 \$ 8,00 \$ 1,050,00 17,7 \$ 8,00 \$ 1,050,00 17,7 \$ 8,00 \$ 1,050,00								-	+		-						-		+
8.01 820-B Painted Pavement Markings, Waterborne STA 17, \$ 25000 \$ 4,425.00 \$ 17, \$ 600.00 \$ 10,620.00 \$ 17, \$ 85.00 \$ 1,545.00 \$ 17, \$ \$ 325.00 \$ 5,752.50 \$ 17, \$ \$ 550.00 \$ 9.77. \$ 8.02 \$ 8.02 B Wet, Retroflective Removable Tape Markings STA 3.8 \$ 375.00 \$ 1,425.00 \$ 3.8 \$ 5.000.00 \$ 1,976.00 \$ 3.8 \$ 155.00 \$ 5.130.0 \$ 3.8 \$ 3.000 \$ 1,130.00 \$ 2.8 \$ 5.000 \$ 1,150.00 \$ 2 \$ 1.00					-,075	10.00		-,./0		.,	-,-/-			-,	2330	, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	-,	23.30	, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
8.02 8020-F Wet, Retroflective Removable Tape Markings STA 3.8 \$ 37.00 \$ 1.45.00 3.8 \$ 520.00 \$ 1.976.00 3.8 \$ 135.00 \$ 1.870.00 \$ 1.870.00 \$ 1.870.00 \$ 1.870.00 \$ 1.90	8.01	8020-B		STA	17.7	\$ 250.00	\$ 4,425.00	17.7	\$ 600.00	10.620.00	17.7	\$ 85,00	\$ 1,504,50	17.7	\$ 325,00	\$ 5,752,50	17.7	\$ 550,00	\$ 9,735.00
8.03 8020-999-A Wt, Retroflective Removable Symbols EA 2 5 275.00 \$ 550.00 2 5 650.00 2 5 650.00 2 5 550.00 2 5 550.00 2 5 550.00 5 1,150.00 2 5 550.00 5 1,150.00 2 5 550.00 5 1,150.00 2 5 550.00 5 1,150.00 2 5 550.00 5 1,150.00 5 2,50.00 5 1,150.00 5 2,50.00 5 1,150.00 5 2,50.00 5 1,150.00 5 2,50.00 5 1,150.00 5 2,50.00 5 1,150.00 5 2,50.00 5 1,150.00 5 2,50.00 5 1,150.00 5 2,50.00 5 1,150.00 5 2,50.00 5 1,150.00 5 2,50.00 5 1,150.00 5 2,50.00 5 1,150.00 5 2,50.00 5 1,150.00 5 2,50.00 5 1,150.00 5 2,50.00 5 1,150.00 5 2,50.00 5 1,150.00 5 2,50.00 5 2,50.00 5 1,150.00 5 2,50.00 5 2,50.00 5 1,150.00 5 2,50.00									-										\$ 1,672.00
8.04 8030-9A Profile Cymanic Message Sign (PDMS) CDAY 30 \$ 15,000 \$ 5,000 \$ 1 \$ \$ 32,750 \$ 0 \$ 1 \$ 43,500 \$ \$ 43,500 \$ 1 \$ 42,500 \$ \$ 42,500 \$ 1 \$ \$ 28,000 \$ \$ 28,00 \$ 803-999 A Profile Cymanic Message Sign (PDMS) CDAY 30 \$ 15,000 \$ 50,000 \$ 1 \$ 10,000 \$ 1 \$ 10,000 \$ 1 \$ 50,000 \$ 3 \$ 225,00 \$ 6,600 \$ 225,00 \$ 6,600 \$ 225,00 \$ 6,600 \$ 225,00			·		2.0		<u> </u>	2.0			2.0			2.8			2.8		
8.05 8830-999-A Partable Dynamic Message Sign (PDMS) CDAY 30 \$ 150.00 \$ 4.500.00 \$ 3 \$ 220.00 \$ 5.600.00 \$ 3 \$ 220.00 \$ 6.600.00 \$ 3 \$ 220.00 \$ 6.600.00 \$ 3 \$ 220.00 \$ 6.600.00 \$ 3 \$ 220.00 \$ 6.600.00 \$ 3 \$ 220.00 \$ 6.600.00 \$ 3 \$ 220.00 \$ 6.600.00 \$ 6.000.00 \$ 6.600.00 \$ 6					1			1			1			1			1		
8.06 8040-1 Remove and Reinstall Traffic Signs EA 1 \$ 50,000 \$ 50,000 1 \$ 1,000.00 \$ 1,000.00 \$ 1 \$ 555.00 \$ 555.00 \$ 1 \$ 575.00 \$ 1 \$ 770.00 \$ 77. SITE WORK AND LANDSCAPING						,		20			20			30				,	
SITE WORK AND LANDSCAPING								1			1			. JU					
9.01 9040-Q-2 Erosion Control Mulching, Hydromulching, BFM with Temporary Seeding AC 0.3 \$ 20,000.00 \$ 6,000.00 \$ 0.3 \$ 1,875.00 \$ 0.3 \$ 13,500.00 \$ 4,050.00 \$ 0.3 \$ 13,250.00 \$ 3,975.00 \$ 0.3 \$ 16,500.00 \$ 4,900.00 \$ 0.9	3.00	JUTU-1	-	LA	1	500.00	500.00	'	2 1,000.00	. 1,000.00	1	2 220.00	2 220.00	1	0.00 پ	2 313.00	· ·	7 //0.00	, 70.00
9.02 9040-T-1 Inlet Protection Device, Surface-applied EA 20 \$ 25.00 \$ 5.000.00 20 \$ 150.00 \$ 3.000.00 20 \$ 60.00 \$ 1.200.00 20 \$ 220.00 \$ 4.400.00 20 \$ 55.00 \$ 1.100.00 \$ 9.0000.00 \$ 9.000.00 \$ 9.0000.00 \$ 9.																			
9.03 9040-T-1 Inlet Protection Device, Drop-in EA 20 \$ 20.00 \$ 4,000.00 20 \$ 225.00 \$ 4,500.00 20 \$ 3,500.00 20 \$ 220.00 \$ 4,400.00 20 \$ 165.00 \$ 3,300.00 \$ 9.00 \$	9.01	9040-Q-2	Erosion Control Mulching, Hydromulching, BFM with Temporary Seeding	AC	0.3	\$ 20,000.00	\$ 6,000.00	0.3	\$ 6,250.00	1,875.00	0.3	\$ 13,500.00	\$ 4,050.00	0.3	\$ 13,250.00	\$ 3,975.00	0.3	\$ 16,500.00	\$ 4,950.00
9.04 9040-T-2 Inlet Protection Device, Maintenance EA 40 \$ 50.00 \$ 2,000.00 40 \$ \$ 25.00 \$ \$ 1,000.00 40 \$ \$ 45.00 \$ \$ 1,800.00 40 \$ 35.00 \$ \$ 1,400.00 40 \$ 39.00 \$ \$ 1,500.00 \$ \$ 1,500.00 \$ \$ 1,000.00 \$ 1,000.00 \$ \$ 1,000.00 \$ \$ 1,000.00 \$ \$ 1,000.00 \$ \$ 1,000.00 \$ \$ 1,000.00 \$ \$ 1,000.00 \$ \$ 1,000.00 \$ \$ 1,000.00 \$ \$ 1,000.00 \$ 1,000.00 \$ \$ 1,000.00 \$ \$ 1,000.00 \$ \$ 1,000.00 \$ \$ 1,000.00 \$ \$ 1,000.00 \$ \$ 1,000.00 \$ \$ 1,000.00 \$ \$ 1,000.00 \$ \$ 1,000.00 \$ 1,00	9.02	9040-T-1	Inlet Protection Device, Surface-applied	EA	20	\$ 250.00	\$ 5,000.00	20	\$ 150.00	3,000.00	20	\$ 60.00	\$ 1,200.00			\$ 4,400.00	20	\$ 55.00	\$ 1,100.00
9.04 9040-T-2 Inlet Protection Device, Maintenance EA 40 \$ 50.00 \$ 2,000.00 40 \$ \$ 25.00 \$ \$ 1,000.00 40 \$ \$ 45.00 \$ \$ 1,800.00 40 \$ 35.00 \$ \$ 1,400.00 40 \$ 39.00 \$ \$ 1,500.00 \$ \$ 1,500.00 \$ \$ 1,000.00 \$ 1,000.00 \$ \$ 1,000.00 \$ \$ 1,000.00 \$ \$ 1,000.00 \$ \$ 1,000.00 \$ \$ 1,000.00 \$ \$ 1,000.00 \$ \$ 1,000.00 \$ \$ 1,000.00 \$ \$ 1,000.00 \$ 1,000.00 \$ \$ 1,000.00 \$ \$ 1,000.00 \$ \$ 1,000.00 \$ \$ 1,000.00 \$ \$ 1,000.00 \$ \$ 1,000.00 \$ \$ 1,000.00 \$ \$ 1,000.00 \$ \$ 1,000.00 \$ 1,00	9.03	9040-T-1	Inlet Protection Device, Drop-in	EA	20	\$ 200.00	\$ 4,000.00	20	\$ 225.00	4,500.00	20	\$ 175.00	\$ 3,500.00	20	\$ 220.00	\$ 4,400.00	20	\$ 165.00	\$ 3,300.00
11.01 11.02-A Mobilization LS 1 \$7,000.00 \$7,500.00 1 \$4,000.00 1 \$2,000.00 1 \$32,000.00 \$32,000.00 1 \$5,000.00	9.04	9040-T-2	Inlet Protection Device, Maintenance	EA	40	\$ 50.00	\$ 2,000.00	40	\$ 25.00	1,000.00	40	\$ 45.00	\$ 1,800.00			\$ 1,400.00	40	\$ 39.00	\$ 1,560.00
11.02 11.03 O-A Maintenance of Postal Service LS 1 \$ 5,000.00 \$ 5,000.00 1 \$ 1,000.00 1 \$ 12,000.00 1 \$ 12,000.00 \$ 12,0			MISCELLANEOUS																
11.03 11,030-B Maintenance of Solid Waste Collection LS 1 \$ 5,000.00 \$ 5,000.00 1 \$ 5,000.00 \$ 1 \$ 5,000.00 \$ 1 \$ 5,000.00 \$ 1 \$ 5,000.00 \$ 2,500.00 \$ 1 \$ 1,0250.00 \$ 1 \$ 1,0250.00 \$ 1 \$ 1,0250.00 \$ 1 \$ 2,500.00 \$ 2,500.00 \$ 1,000.00 \$ 2,500.00 \$ 1,000.00 \$ 2,500.00 \$ 1,000.00 \$ 2,500.00 \$ 1,000.00 \$ 2,500.00 \$ 1,000.00 \$ 2,500.00 \$ 1,000.00 \$ 2,500.00 \$ 1,000.00 \$ 2,500.00 \$ 1,000.00 \$ 2,500.00 \$ 1,000.00 \$ 2,500.00 \$ 1,000.00 \$ 2,500.	11.01	11,020-A	Mobilization	LS	1	\$ 75,000.00	\$ 75,000.00	1	\$ 44,000.00	\$ 44,000.00	1	\$ 20,000.00	\$ 20,000.00	1	\$ 32,000.00	\$ 32,000.00	1	\$ 50,000.00	\$ 50,000.00
11.03	11.02	11,030-A	Maintenance of Postal Service	LS	1	\$ 5,000.00	\$ 5,000.00	1	\$ 1,500.00	1,500.00	1	\$ 12,000.00	\$ 12,000.00	1	\$ 12,000.00	\$ 12,000.00	1	\$ 2,500.00	\$ 2,500.00
11.04 11,040-999-A Temporary Pedestrian Ramp EA 4 \$ 1,500.00 \$ 6,000.00 4 \$ 1,000.00 \$ 4 \$ 2,500.00 \$ 10,000.00 4 \$ 250.00 \$ 1,000.00 4 \$ 500.00 \$ 2,000.00 \$ 1,000.0				LS			\$ 5,000.00	1		1,500.00	1	\$ 6,500.00	\$ 6,500.00	1			1		
11.05 11,050-A Concrete Washout LS 1 \$ 5,000.00 \$ 5,000.00 1 \$ 5,000.00 \$ 1 \$ 2,250.00 \$ 2,250.00 1 \$ 2,250.00 \$ 2,250.00 1 \$ 5,000.00 \$ 5,000.				EA	4	\$ 1,500.00	\$ 6,000.00	4	\$ 1,000.00	4,000.00	4	\$ 2,500.00	\$ 10,000.00	4			4		
								1			1			1			-		
		* **	TOTAL AMOUNT BID =			.,	\$ 844,045.00					,	\$ 814,601.50		,	\$ 870,228.25			\$ 998,081.00

	AWARD OF CONSTRUCT		the following Resolution entitled CONTRACT FOR THE 2024 PCC
that the Resolution	be adopted.		
therefore defer ac		the me	ake recommendation on said bids, eeting to be held at
Council Member called, and the vote was:	seco	nded tl	ne motion to adopt. The roll was
AYES:			
NAYS:			
Whereupon, the May	or declared the following R	esoluti	on duly adopted:
	RESOLUT	ION	
	ON MAKING AWARD FOR THE 2024 PCC		
BE IT RESOLVED I	BY THE CITY COUNCIL (OF THE	E CITY OF ANKENY, STATE OF
described in general as the	e 2024 PCC Street Patchir opted by this Council on Ap	ng Prog ril 1, 20	n of certain public improvements gram, described in the plans and 024, be and is hereby accepted, the such work, as follows:
Contractor:	TK Concrete, Inc.	of	Pella, Iowa
Amount of bid:	\$789,727.00		_
Portion of project:	All construction work		

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

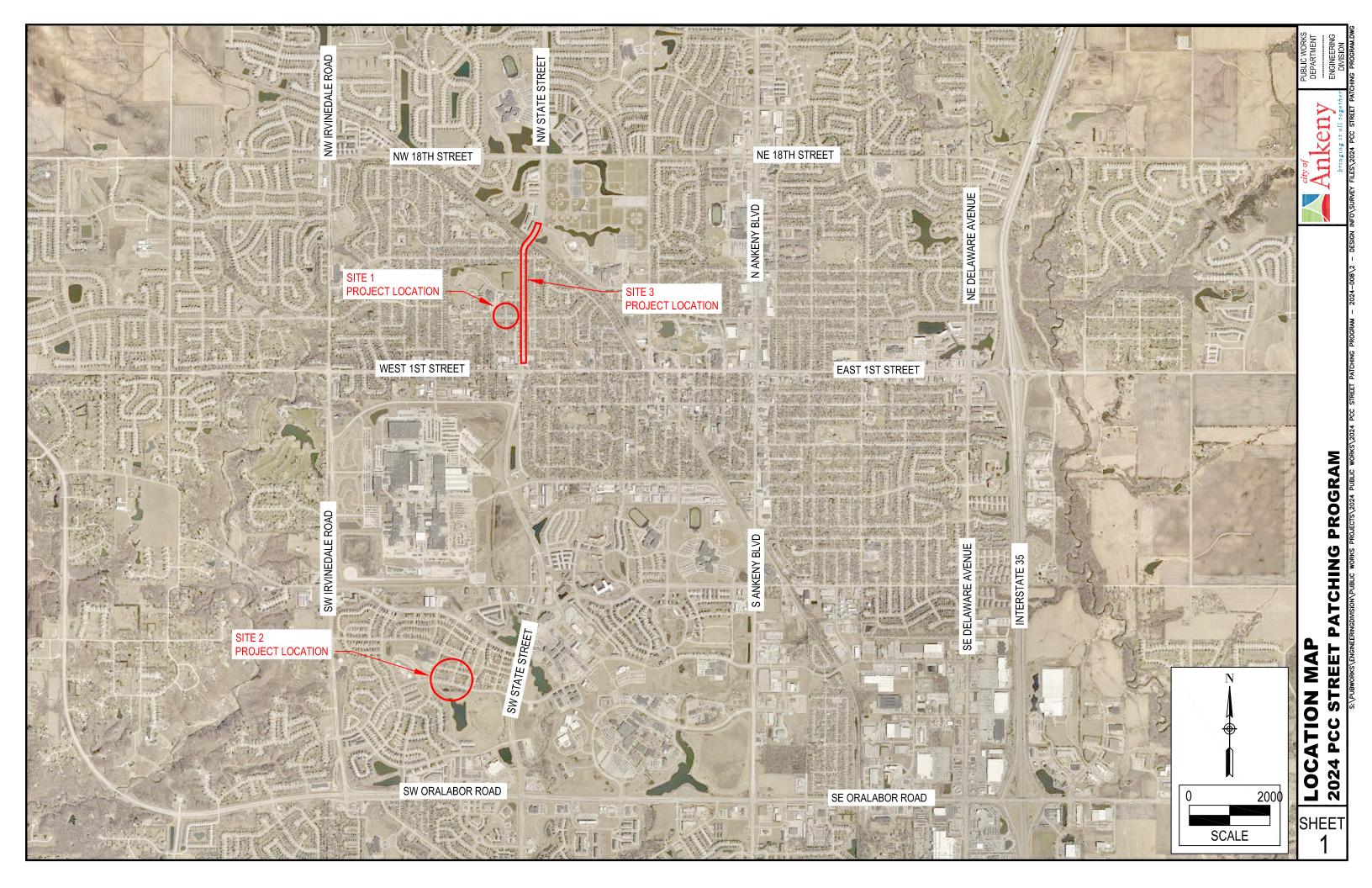
PASSED AND APPROVED this 1st day of April, 2024.

	Mayor	
ATTEST:		
City Clerk		

Council Member	introduced the following Resolution entitled
PCC STREET PATCHIN	NG CONSTRUCTION CONTRACT AND BOND FOR THE 2024 IG PROGRAM", and moved its adoption. Council Member conded the motion to adopt. The roll was called, and the vote was:
AYES:	
NAYS:	
Whereupon, the May	yor declared the following Resolution duly adopted:
	RESOLUTION
	ON APPROVING CONSTRUCTION CONTRACT D FOR THE 2024 PCC STREET PATCHING
BE IT RESOLVED IOWA:	BY THE CITY COUNCIL OF THE CITY OF ANKENY, STATE OF
construction of certain publi Program, and as described in	on contract and bond executed and insurance coverage for the c improvements described in general as the 2024 PCC Street Patching a detail in the plans and specifications heretofore approved, and which layor and Clerk on behalf of the City be and the same are hereby
Contractor:	TK Concrete, Inc. of Pella, Iowa
Amount of bid:	\$789,727.00
Bond surety:	
Date of bond:	
Portion of project:	All construction work

PASSED AND APPROVED this $\underline{\mathbf{1^{st}}}$ day of $\underline{\mathbf{April}}$, 2024.

	Mayor	
ATTEST:		
City Clerk		



CONTRACT

THIS CONTRACT, made and entered into at **Ankeny, Iowa** this 1^{st} day of <u>April</u>, 2024, by and between the **City of Ankeny, Iowa** by its **Mayor**, upon order of its **City Council** hereinafter called the "Jurisdiction," and <u>TK Concrete, Inc.</u>, hereinafter called the "Contractor."

WITNESSETH:

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

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

2024 PCC STREET PATCHING PROGRAM

The 2024 PCC Street Patching Program project includes the full depth removal and replacement of PCC street pavement at three (3) separate locations, generally located on:

- Site 1 NW 4th Street and NW Arlan Drive intersection (7" pavement),
- Site 2 SW Prairie Trail Parkway and SW Abilene Road intersection (8" pavement), and
- Site 3 NW State Street between West First Street and NW Prairie Ridge Drive (9" patches)

The construction improvements include approximately 1,850 SY of 9" thick PCC Class C-SUD full depth patches, 550 SY of 8" thick PCC Class C-SUD street pavement, 1,275 SY of 7" thick PCC Class C-SUD street pavement, 400 SY of 7" thick PCC Class C-SUD fully reinforced street pavement, 300 LF of storm sewer, and 275 LF of water main. Other associated improvements include sidewalk and pedestrian ramp removal and replacement, installation of new intake structures, minor adjustments to sanitary and storm sewer structures, partial rebuild of an existing intake, temporary traffic control, maintenance of postal service and solid waste collection, temporary surface restoration, mobilization, and miscellaneous associated work necessary to complete the project.

A truss screed shall be utilized on all patches greater than or equal to three panels in length.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of Seven Hundred Eighty-Nine Thousand, Seven Hundred Twenty-Seven and 00/100 DOLLARS (\$789,727.00), which amount shall constitute the required amount of the Performance, Payment, and Maintenance Bond. The Contractor hereby agrees to commence work under this Contract on or before a date to be specified in a written Notice to Proceed by the Jurisdiction; and to complete the project as described in the Notice to Bidders and Notice of Public Hearing as noted below:

Contract

The Contractor shall substantially complete each of the three (3) separate Sites within a specified number of working days for each Site as noted below:

Site 1 – forty (40) Working Days,

Site 2 – twenty (20) Working Days, and

Site 3 – forty (40) Working Days

More than one (1) Site can be under construction simultaneously, but not without prior approval by the Engineer. Working Days will be tracked separately for each Site.

Substantial completion <u>for each Site</u> shall be defined as all utility, grading, and pavement construction completed, temporary surface restoration completed, permanent pavement markings completed, with the new street and sidewalk pavement fully open to traffic. **A mandatory six-day work week is <u>not</u> required; however, working days will be charged on Saturdays and Sundays if the Contractor elects to perform bid item work on Saturdays or Sundays.** Should the Contractor fail to substantially complete the work <u>at each Site</u> within these timeframes, liquidated damages of **One Thousand Dollars** (\$1,000.00) per calendar day will be assessed for work <u>at each Site</u> not substantially completed within the designated Contract term(s).

The Contractor shall fully complete the overall project within ten (10) Working Days after all three (3) Sites are substantially completed. Full completion for the overall project shall be defined as all work including punch list items completed, and all improvements ready for final acceptance. Should the Contractor fail to fully complete the work within this timeframe, liquidated damages of **Five Hundred Dollars** (\$500.00) per calendar day will be assessed for work not fully completed within the designated Contract term(s).

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

JURISDICTION:	CONTRACTOR:
By	TK Concrete, Inc.
Mark E. Holm, Mayor (Seal) ATTEST:	By Athonybe Mee Signature
Michelle Yuska, City Clerk	President Title 1608 Fifield Rd Street Address Pella, IA 50219 City, State, Zip Code 641 628 4590 Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. <u>All Contractors:</u> The Contractor shall enter its Public Registration Number <u>C 0 9 23 - 3 6</u> issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.

2. Out-of-State Contractors:

- A. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of five thousand dollars in value in Iowa, shall file a bond with the Division of Labor Services of the Iowa Department of Workforce Development. It is the contractor's responsibility to comply with said Section 91C.7 before commencing this work.
- B. Prior to entering into contract, the designated low bidder, if it is a corporation organized under the laws of a state other than Iowa, shall file with the Engineer a certificate from the Secretary of the State of Iowa showing that it has complied with all the provisions of Chapter 490 of the Iowa Code, or as amended, governing foreign corporations.

NOTE:

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

CORPORATE ACKNOWLEDGMENT

State of)		
State of <u>Towa</u>) SS <u>Boone</u> County)		
On this 28 day of March in and for the State of Towa	, 20 27, before me, the undersigne , personally appeared Authory Ve , to me known, who, being by me duly swor , and, r	ed, a Notary Public n, did say that they
corporation executing the foregoing insthereto is the seal of) the corporation; corporation by authority of this Board of this B	, and, restrument; that (no seal has been procured by that said instrument was signed (and sealed of Directors; that	(the seal affixed) on behalf of the
BLANE REUTTER Commission Number 788949 My Commission Expires	Notary Public in and for the State of	0 , 20 2 4
PARTNERSHIP ACKNOWLEDGMEN	NT	
State of) SSCounty)		
me personally known, who being by me	, 20, before me, the undersigne , personally appeared e duly sworn, did say that the person is one , a partnership, and that the instrum	of the partners of
pehalf of the partnership by authority of	the partners and the partner acknowledged the deed of the partnership by it and by the partnership by it and that the institution is the partnership by it and that the institution is the partnership by it and by the partnership by the partnership by it and by the partnership by the partnershi	ne execution of the
	Notone Dublic in and for the State of	
	Notary Public in and for the State of My commission expires	. 20
	1.17 Tollimooton enpires	,

County) On this _____ day of ______, 20____, before me, the undersigned, a Notary Public in and for the State of ______, personally appeared ______, to me known to be the identical person(s) named in and who executed the foregoing instrument, and acknowledged that (he) (she) (they) executed the instrument as (his) (her) (their) voluntary act and deed. Notary Public in and for the State of _____ My commission expires ________, 20____ LIMITED LIABILITY COMPANY ACKNOWLEDGMENT On this _____ day of ______, 20___, before me a Notary Public in and for said county, personally appeared ______, to me personally known, who being by me duly sworn did say that person is ______, that (the seal affixed to said instrument is the seal of said OR no seal has been procured by the said) , and that said instrument was signed and sealed on behalf of the said _______, by authority of its managers and the said ______ acknowledged the execution of said instrument to be the voluntary act and deed of said _____ , by it voluntarily executed. Notary Public in and for the State of _____ My commission expires ______

CT-5

Contract

INDIVIDUAL ACKNOWLEDGMENT

CONTRACT ATTACHMENT: BID ITEMS, QUANTITIES, AND PRICES

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

Item No.	Item	Unit	Total		Unit Price										Total Price
	TRENCH AND TRENCHLESS CONSTRUCTION														
3.01	Trench Compaction Testing	LS	1	\$	2,050.00	\$	2,050.00								
	SEWERS AND DRAINS														
4.01	Storm Sewer, Trenched, Class V RCP, 12" Diameter, R-5 Bedding	LF	94	\$	104.50	\$	9,823.00								
4.02	Storm Sewer, Trenched, Class V RCP, 15" Diameter, R-5 Bedding	LF	8	\$	220.00	\$	1,760.00								
4.03	Storm Sewer, Trenched, Class IV RCP, Arch 22" X 14" Diameter, R-5 Bedding	LF	188	\$	165.00	\$	31,020.00								
4.04	Removal of Storm Sewer, RCP, 15" Diameter	LF	132	\$	22.00	\$	2,904.00								
	WATER MAINS AND APPURTENANCES														
5.01	Water Main, Trenched, PVC, 8" Diameter	LF	277	\$	105.00	\$	29,085.00								
5.02	Fitting, 45 Degree Bend, 8" Diameter	EA	16	\$	1,100.00	\$	17,600.00								
5.03	Fitting, 8" X 8" Tee	EA	1	\$	1,700.00	\$	1,700.00								
5.04	Fitting, 8" X 6" Reducer	EA	4	\$	2,000.00	\$	8,000.00								
5.05	Water Main Removal, 6" Diameter	LF	268	\$	22.00	\$	5,896.00								
5.06	Gate Valve, 8" Diameter	EA	4	\$	3,075.00	\$	12,300.00								
5.07	Fire Hydrant Assembly	EA	1	\$	8,580.00	\$	8,580.00								
5.08	Fire Hydrant Assembly Removal	EA	1	\$	1,050.00	\$	1,050.00								
5.09	Valve Removal	EA	2	\$	550.00	\$	1,100.00								
	STRUCTURES FOR SANITARY AND STORM SEWERS														
6.01	Manhole, SW-401, 60" Diameter, Modified, Precast	EA	2	\$	9,250.00	\$	18,500.00								
6.02	Intake, SW-505, 6'-8" X 2'-0", Modified, Precast	EA	5	\$	8,125.00	\$	40,625.00								
6.03	Intake, SW-505, 6'-8" X 2'-0", Cast-in-place	EA	1	\$	14,850.00	\$	14,850.00								
6.04	Intake, SW-506, 6'-8" X 6'-0", Modified, Cast-in-place	EA	1	\$	19,750.00	\$	19,750.00								
6.05	Manhole Adjustment, Sanitary, Minor, SELFLEVEL	EA	2	\$	2,750.00	\$	5,500.00								

6.07 Manhole Adjustment, Storm, Minor, Two-Piece EA 1 \$ 1,750.00 \$ 2,22,200.00 6.08 Intake Adjustment, Minor, Single Grate EA 6 \$ 3,700.00 \$ 2,22,200.00 6.09 Connection to Existing Manhole EA 1 \$ 5,500.00 \$ 5,000.00 6.10 Remove Intake FA 1 \$ 5,500.00 \$ 3,000.00 STREETS AND RELATED WORK 7.01 Pavement, PCC, Class C-SUD, 7* Thick SY 1,283 \$ 7,000 \$ 9,23,760.00 7.02 Pavement, PCC, Class C-SUD, 7* Thick SY 1,343 \$ 7,600 \$ 9,23,760.00 7.03 Pavement, PCC, Class C-SUD, 8* Thick SY 1,343 \$ 7,600 \$ 1,626.00 7.04 Removal of Sidewalk SY 2,343 \$ 1,500 \$ 1,650.00 7.05 Sidewalk, PCC, Class C, 4* Thick SY 1,741 \$ 1,500 \$ 1,6	6.06	Manhole Adjustment, Sanitary, Minor, Two-Piece	EA	2	\$ 2,850.00	\$ 5,700.00
Connection to Existing Manhole	6.07	Manhole Adjustment, Storm, Minor, Two-Piece	EA	1	\$ 1,750.00	\$ 1,750.00
Remove Intake	6.08	Intake Adjustment, Minor, Single Grate	EA	6	\$ 3,700.00	\$ 22,200.00
STREETS AND RELATED WORK	6.09	Connection to Existing Manhole	EA	1	\$ 5,500.00	\$ 5,500.00
Pavement, PCC, Class C-SUD, 7" Thick	6.10	Remove Intake	EA	3	\$ 1,000.00	\$ 3,000.00
7.02 Pavement, PCC, Class C-SUD, 7" Thick, Fully-Reinforced SY 392 \$ 76.50 \$ 29,988.00 7.03 Pavement, PCC, Class C-SUD, 8" Thick SY 543 \$ 76.00 \$ 41,268.00 7.04 Removal of Sidewalk SY 239 \$ 15.00 \$ 3,585.00 7.05 Removal of Driveway SY 71 \$ 15.00 \$ 1,065.00 7.06 Sidewalk, PCC, Class C, 4" Thick SY 134 \$ 55.00 \$ 7,370.00 7.07 Sidewalk, PCC, Class C, 5" Thick SY 29 \$ 65.00 \$ 1,885.00 7.08 Sidewalk, PCC, Class C, 5" Thick SY 71 \$ 75.00 \$ 5,325.00 7.09 Detectable Warnings, Galvanized Steel SF 104 \$ 50.00 \$ 5,200.00 7.10 Driveway, Paved, PCC, Class C, Type A Residential, 6" Thick SY 78 \$ 65.00 \$ 178,911.00 7.11 Full Depth Patches, PCC, Class C-SUD, 9" Thick SY 1,854 \$ 96.50 \$ 178,911.00 7.12 Subbase Over-excavation, 6" Depth SY 1,675 \$ 12.00		STREETS AND RELATED WORK				
7.03 Pavement, PCC, Class C-SUD, 8" Thick SY 543 \$ 76.00 \$ 41,268.00 7.04 Removal of Sidewalk SY 239 \$ 15.00 \$ 3,585.00 7.05 Removal of Driveway SY 71 \$ 15.00 \$ 1,065.00 7.06 Sidewalk, PCC, Class C, 4" Thick SY 134 \$ 55.00 \$ 7,370.00 7.07 Sidewalk, PCC, Class C, 5" Thick SY 29 \$ 65.00 \$ 1,885.00 7.08 Sidewalk, PCC, Class C, 6" Thick SY 71 \$ 75.00 \$ 5,325.00 7.09 Detectable Warnings, Galvanized Steel SF 104 \$ 50.00 \$ 5,200.00 7.10 Driveway, Paved, PCC, Class C, Type A Residential, 6" Thick SY 78 \$ 65.00 \$ 178,911.00 7.11 Full Depth Patches, PCC, Class C-SUD, 9" Thick SY 1,854 \$ 96.50 \$ 178,911.00 7.12 Subbase Over-excavation, 6" Depth SY 1,854 \$ 96.50 \$ 178,911.00 7.13 Pavement Removal, PCC SY 1,675 \$ 12.00 \$ 20,100.00<	7.01	Pavement, PCC, Class C-SUD, 7" Thick	SY	1,283	\$ 72.00	\$ 92,376.00
7.04 Removal of Sidewalk SY 239 \$ 15.00 \$ 3,585.00 7.05 Removal of Driveway SY 71 \$ 15.00 \$ 1,065.00 7.06 Sidewalk, PCC, Class C, 4" Thick SY 134 \$ 55.00 \$ 7,370.00 7.07 Sidewalk, PCC, Class C, 5" Thick SY 29 \$ 65.00 \$ 1,885.00 7.08 Sidewalk, PCC, Class C, 6" Thick SY 71 \$ 75.00 \$ 5,325.00 7.09 Detectable Warnings, Galvanized Steel SF 104 \$ 50.00 \$ 5,200.00 7.10 Driveway, Paved, PCC, Class C, Type A Residential, 6" Thick SY 78 \$ 65.00 \$ 178,911.00 7.11 Full Depth Patches, PCC, Class C-SUD, 9" Thick SY 1,854 \$ 96.50 \$ 178,911.00 7.12 Subbase Over-excavation, 6" Depth SY 388 \$ 15.00 \$ 20,100.00 TRAFFIC CONTROL 8.01 Painted Pavement Markings, Waterborne STA 17.7 \$ 600.00 \$ 10,620.00 8.02 Wet, Retroflective Removable Tape Markings	7.02	Pavement, PCC, Class C-SUD, 7" Thick, Fully-Reinforced	SY	392	\$ 76.50	\$ 29,988.00
7.05 Removal of Driveway SY 71 \$ 15.00 \$ 1,065.00 7.06 Sidewalk, PCC, Class C, 4" Thick SY 134 \$ 55.00 \$ 7,370.00 7.07 Sidewalk, PCC, Class C, 5" Thick SY 29 \$ 65.00 \$ 1,885.00 7.08 Sidewalk, PCC, Class C, 6" Thick SY 71 \$ 75.00 \$ 5,325.00 7.09 Detectable Warnings, Galvanized Steel SF 104 \$ 50.00 \$ 5,200.00 7.10 Driveway, Paved, PCC, Class C, Type A Residential, 6" Thick SY 78 \$ 65.00 \$ 5,070.00 7.11 Full Depth Patches, PCC, Class C-SUD, 9" Thick SY 1,854 \$ 96.50 \$ 178,911.00 7.12 Subbase Over-excavation, 6" Depth SY 388 \$ 15.00 \$ 5,820.00 7.13 Pavement Removal, PCC SY 1,675 \$ 12.00 \$ 20,100.00 8.01 Painted Pavement Markings, Waterborne STA 17.7 \$ 600.00 \$ 10,620.00 8.02 Wet, Retroflective Removable Tape Markings STA 3.8 \$ 520.00	7.03	Pavement, PCC, Class C-SUD, 8" Thick	SY	543	\$ 76.00	\$ 41,268.00
7.06 Sidewalk, PCC, Class C, 4" Thick SY 134 \$ 55.00 \$ 7,370.00 7.07 Sidewalk, PCC, Class C, 5" Thick SY 29 \$ 65.00 \$ 1,885.00 7.08 Sidewalk, PCC, Class C, 6" Thick SY 71 \$ 75.00 \$ 5,325.00 7.09 Detectable Warnings, Galvanized Steel SF 104 \$ 50.00 \$ 5,200.00 7.10 Driveway, Paved, PCC, Class C, Type A Residential, 6" Thick SY 78 \$ 65.00 \$ 5,070.00 7.11 Full Depth Patches, PCC, Class C-SUD, 9" Thick SY 1,854 \$ 96.50 \$ 178,911.00 7.12 Subbase Over-excavation, 6" Depth SY 388 \$ 15.00 \$ 20,100.00 7.13 Pavement Removal, PCC SY 1,675 \$ 12.00 \$ 20,100.00 8.01 Painted Pavement Markings, Waterborne STA 17.7 \$ 600.00 \$ 10,620.00 8.02 Wet, Retroflective Removable Tape Markings STA 3.8 \$ 520.00 \$ 1,300.00 8.03 Wet, Retroflective Removable Symbols EA 2 </td <td>7.04</td> <td>Removal of Sidewalk</td> <td>SY</td> <td>239</td> <td>\$ 15.00</td> <td>\$ 3,585.00</td>	7.04	Removal of Sidewalk	SY	239	\$ 15.00	\$ 3,585.00
7.07 Sidewalk, PCC, Class C, 5" Thick SY 29 \$ 65.00 \$ 1,885.00 7.08 Sidewalk, PCC, Class C, 6" Thick SY 71 \$ 75.00 \$ 5,325.00 7.09 Detectable Warnings, Galvanized Steel SF 104 \$ 50.00 \$ 5,200.00 7.10 Driveway, Paved, PCC, Class C, Type A Residential, 6" Thick SY 78 \$ 65.00 \$ 5,070.00 7.11 Full Depth Patches, PCC, Class C-SUD, 9" Thick SY 1,854 \$ 96.50 \$ 178.911.00 7.12 Subbase Over-excavation, 6" Depth SY 388 \$ 15.00 \$ 5,820.00 7.13 Pavement Removal, PCC SY 1,675 \$ 12.00 \$ 20,100.00 8.01 Painted Pavement Markings, Waterborne STA 17.7 \$ 600.00 \$ 10,620.00 8.02 Wet, Retroflective Removable Symbols EA 2 \$ 650.00 \$ 1,300.00 8.03 Wet, Retroflective Removable Symbols EA 2 \$ 650.00 \$ 1,300.00 8.04 Temporary Traffic Control LS 1 \$	7.05	Removal of Driveway	SY	71	\$ 15.00	\$ 1,065.00
7.08 Sidewalk, PCC, Class C, 6" Thick SY 71 \$ 75.00 \$ 5,325.00 7.09 Detectable Warnings, Galvanized Steel SF 104 \$ 50.00 \$ 5,200.00 7.10 Driveway, Paved, PCC, Class C, Type A Residential, 6" Thick SY 78 \$ 65.00 \$ 5,070.00 7.11 Full Depth Patches, PCC, Class C-SUD, 9" Thick SY 1,854 \$ 96.50 \$ 178,911.00 7.12 Subbase Over-excavation, 6" Depth SY 388 \$ 15.00 \$ 5,820.00 7.13 Pavement Removal, PCC SY 1,675 \$ 12.00 \$ 20,100.00 TRAFFIC CONTROL 8.01 Painted Pavement Markings, Waterborne STA 17.7 \$ 600.00 \$ 10,620.00 8.02 Wet, Retroflective Removable Tape Markings STA 3.8 \$ 520.00 \$ 1,976.00 8.03 Wet, Retroflective Removable Symbols EA 2 \$ 650.00 \$ 1,300.00 8.04 Temporary Traffic Control LS 1 \$ 32,750.00 \$ 7,500.00 8.05 Portable Dynamic Message Si	7.06	Sidewalk, PCC, Class C, 4" Thick	SY	134	\$ 55.00	\$ 7,370.00
Detectable Warnings, Galvanized Steel	7.07	Sidewalk, PCC, Class C, 5" Thick	SY	29	\$ 65.00	\$ 1,885.00
7.10 Driveway, Paved, PCC, Class C, Type A Residential, 6" Thick SY 78 \$ 65.00 \$ 5,070.00 7.11 Full Depth Patches, PCC, Class C-SUD, 9" Thick SY 1,854 \$ 96.50 \$ 178,911.00 7.12 Subbase Over-excavation, 6" Depth SY 388 \$ 15.00 \$ 5,820.00 7.13 Pavement Removal, PCC SY 1,675 \$ 12.00 \$ 20,100.00 TRAFFIC CONTROL 8.01 Painted Pavement Markings, Waterborne STA 17.7 \$ 600.00 \$ 10,620.00 8.02 Wet, Retroflective Removable Tape Markings STA 3.8 \$ 520.00 \$ 1,976.00 8.03 Wet, Retroflective Removable Symbols EA 2 \$ 650.00 \$ 1,300.00 8.04 Temporary Traffic Control LS 1 \$ 32,750.00 \$ 32,750.00 8.05 Portable Dynamic Message Sign (PDMS) CDAY 30 \$ 250.00 \$ 7,500.00 8.06 Remove and Reinstall Traffic Signs EA 1 \$ 1,000.00 \$ 1,000.00 SITE WORK AND LANDSCAPING	7.08	Sidewalk, PCC, Class C, 6" Thick	SY	71	\$ 75.00	\$ 5,325.00
7.11 Full Depth Patches, PCC, Class C-SUD, 9" Thick SY 1,854 \$ 96.50 \$ 178,911.00 7.12 Subbase Over-excavation, 6" Depth SY 388 \$ 15.00 \$ 5,820.00 7.13 Pavement Removal, PCC SY 1,675 \$ 12.00 \$ 20,100.00 TRAFFIC CONTROL 8.01 Painted Pavement Markings, Waterborne STA 17.7 \$ 600.00 \$ 10,620.00 8.02 Wet, Retroflective Removable Tape Markings STA 3.8 \$ 520.00 \$ 1,976.00 8.03 Wet, Retroflective Removable Symbols EA 2 \$ 650.00 \$ 1,300.00 8.04 Temporary Traffic Control LS 1 \$ 32,750.00 \$ 32,750.00 8.05 Portable Dynamic Message Sign (PDMS) CDAY 30 \$ 250.00 \$ 7,500.00 8.06 Remove and Reinstall Traffic Signs EA 1 \$ 1,000.00 \$ 1,000.00 SITE WORK AND LANDSCAPING 9.01 Erosion Control Mulching, Hydromulching, BFM with Temporary Seeding AC 0.3 \$ 6,250.00 \$ 1,	7.09	Detectable Warnings, Galvanized Steel	SF	104	\$ 50.00	\$ 5,200.00
7.12 Subbase Over-excavation, 6" Depth SY 388 \$ 15.00 \$ 5,820.00 7.13 Pavement Removal, PCC SY 1,675 \$ 12.00 \$ 20,100.00 TRAFFIC CONTROL 8.01 Painted Pavement Markings, Waterborne STA 17.7 \$ 600.00 \$ 10,620.00 8.02 Wet, Retroflective Removable Tape Markings STA 3.8 \$ 520.00 \$ 1,976.00 8.03 Wet, Retroflective Removable Symbols EA 2 \$ 650.00 \$ 1,300.00 8.04 Temporary Traffic Control LS 1 \$ 32,750.00 \$ 32,750.00 8.05 Portable Dynamic Message Sign (PDMS) CDAY 30 \$ 250.00 \$ 7,500.00 8.06 Remove and Reinstall Traffic Signs EA 1 \$ 1,000.00 \$ 1,000.00 SITE WORK AND LANDSCAPING 9.01 Erosion Control Mulching, Hydromulching, BFM with Temporary Seeding AC 0.3 \$ 6,250.00 \$ 1,875.00 9.02 Inlet Protection Device, Surface-applied EA 20 \$ 150.00 \$ 3,000.00 <td>7.10</td> <td>Driveway, Paved, PCC, Class C, Type A Residential, 6" Thick</td> <td>SY</td> <td>78</td> <td>\$ 65.00</td> <td>\$ 5,070.00</td>	7.10	Driveway, Paved, PCC, Class C, Type A Residential, 6" Thick	SY	78	\$ 65.00	\$ 5,070.00
7.13 Pavement Removal, PCC SY 1,675 \$ 12.00 \$ 20,100.00 TRAFFIC CONTROL 8.01 Painted Pavement Markings, Waterborne STA 17.7 \$ 600.00 \$ 10,620.00 8.02 Wet, Retroflective Removable Tape Markings STA 3.8 \$ 520.00 \$ 1,976.00 8.03 Wet, Retroflective Removable Symbols EA 2 \$ 650.00 \$ 1,300.00 8.04 Temporary Traffic Control LS 1 \$ 32,750.00 \$ 32,750.00 8.05 Portable Dynamic Message Sign (PDMS) CDAY 30 \$ 250.00 \$ 7,500.00 8.06 Remove and Reinstall Traffic Signs EA 1 \$ 1,000.00 \$ 1,000.00 SITE WORK AND LANDSCAPING 9.01 Erosion Control Mulching, Hydromulching, BFM with Temporary Seeding AC 0.3 \$ 6,250.00 \$ 1,875.00 9.02 Inlet Protection Device, Surface-applied EA 20 \$ 150.00 \$ 3,000.00 9.03 Inlet Protection Device, Drop-in EA 20 \$ 225.00 \$ 4,500.00	7.11	Full Depth Patches, PCC, Class C-SUD, 9" Thick	SY	1,854	\$ 96.50	\$ 178,911.00
TRAFFIC CONTROL	7.12	Subbase Over-excavation, 6" Depth	SY	388	\$ 15.00	\$ 5,820.00
8.01 Painted Pavement Markings, Waterborne STA 17.7 \$ 600.00 \$ 10,620.00 8.02 Wet, Retroflective Removable Tape Markings STA 3.8 \$ 520.00 \$ 1,976.00 8.03 Wet, Retroflective Removable Symbols EA 2 \$ 650.00 \$ 1,300.00 8.04 Temporary Traffic Control LS 1 \$ 32,750.00 \$ 32,750.00 8.05 Portable Dynamic Message Sign (PDMS) CDAY 30 \$ 250.00 \$ 7,500.00 8.06 Remove and Reinstall Traffic Signs EA 1 \$ 1,000.00 \$ 1,000.00 SITE WORK AND LANDSCAPING 9.01 Erosion Control Mulching, Hydromulching, BFM with Temporary Seeding AC 0.3 \$ 6,250.00 \$ 1,875.00 9.02 Inlet Protection Device, Surface-applied EA 20 \$ 150.00 \$ 3,000.00 9.03 Inlet Protection Device, Drop-in EA 20 \$ 225.00 \$ 4,500.00	7.13	Pavement Removal, PCC	SY	1,675	\$ 12.00	\$ 20,100.00
8.02 Wet, Retroflective Removable Tape Markings STA 3.8 \$ 520.00 \$ 1,976.00 8.03 Wet, Retroflective Removable Symbols EA 2 \$ 650.00 \$ 1,300.00 8.04 Temporary Traffic Control LS 1 \$ 32,750.00 \$ 32,750.00 8.05 Portable Dynamic Message Sign (PDMS) CDAY 30 \$ 250.00 \$ 7,500.00 8.06 Remove and Reinstall Traffic Signs EA 1 \$ 1,000.00 \$ 1,000.00 SITE WORK AND LANDSCAPING 9.01 Erosion Control Mulching, Hydromulching, BFM with Temporary Seeding AC 0.3 \$ 6,250.00 \$ 1,875.00 9.02 Inlet Protection Device, Surface-applied EA 20 \$ 150.00 \$ 3,000.00 9.03 Inlet Protection Device, Drop-in EA 20 \$ 225.00 \$ 4,500.00		TRAFFIC CONTROL				
8.03 Wet, Retroflective Removable Symbols EA 2 \$ 650.00 \$ 1,300.00 8.04 Temporary Traffic Control LS 1 \$ 32,750.00 \$ 32,750.00 8.05 Portable Dynamic Message Sign (PDMS) CDAY 30 \$ 250.00 \$ 7,500.00 8.06 Remove and Reinstall Traffic Signs EA 1 \$ 1,000.00 \$ 1,000.00 SITE WORK AND LANDSCAPING 9.01 Erosion Control Mulching, Hydromulching, BFM with Temporary Seeding AC 0.3 \$ 6,250.00 \$ 1,875.00 9.02 Inlet Protection Device, Surface-applied EA 20 \$ 150.00 \$ 3,000.00 9.03 Inlet Protection Device, Drop-in EA 20 \$ 225.00 \$ 4,500.00	8.01	Painted Pavement Markings, Waterborne	STA	17.7	\$ 600.00	\$ 10,620.00
8.04 Temporary Traffic Control LS 1 \$ 32,750.00 \$ 32,750.00 8.05 Portable Dynamic Message Sign (PDMS) CDAY 30 \$ 250.00 \$ 7,500.00 8.06 Remove and Reinstall Traffic Signs EA 1 \$ 1,000.00 \$ 1,000.00 SITE WORK AND LANDSCAPING 9.01 Erosion Control Mulching, Hydromulching, BFM with Temporary Seeding AC 0.3 \$ 6,250.00 \$ 1,875.00 9.02 Inlet Protection Device, Surface-applied EA 20 \$ 150.00 \$ 3,000.00 9.03 Inlet Protection Device, Drop-in EA 20 \$ 225.00 \$ 4,500.00	8.02	Wet, Retroflective Removable Tape Markings	STA	3.8	\$ 520.00	\$ 1,976.00
8.05 Portable Dynamic Message Sign (PDMS) CDAY 30 \$ 250.00 \$ 7,500.00 8.06 Remove and Reinstall Traffic Signs EA 1 \$ 1,000.00 \$ 1,000.00 SITE WORK AND LANDSCAPING 9.01 Erosion Control Mulching, Hydromulching, BFM with Temporary Seeding AC 0.3 \$ 6,250.00 \$ 1,875.00 9.02 Inlet Protection Device, Surface-applied EA 20 \$ 150.00 \$ 3,000.00 9.03 Inlet Protection Device, Drop-in EA 20 \$ 225.00 \$ 4,500.00	8.03	Wet, Retroflective Removable Symbols	EA	2	\$ 650.00	\$ 1,300.00
8.06 Remove and Reinstall Traffic Signs EA 1 \$ 1,000.00 \$ 1,000.00 SITE WORK AND LANDSCAPING 9.01 Erosion Control Mulching, Hydromulching, BFM with Temporary Seeding AC 0.3 \$ 6,250.00 \$ 1,875.00 9.02 Inlet Protection Device, Surface-applied EA 20 \$ 150.00 \$ 3,000.00 9.03 Inlet Protection Device, Drop-in EA 20 \$ 225.00 \$ 4,500.00	8.04	Temporary Traffic Control	LS	1	\$ 32,750.00	\$ 32,750.00
SITE WORK AND LANDSCAPING 9.01 Erosion Control Mulching, Hydromulching, BFM with Temporary Seeding 9.02 Inlet Protection Device, Surface-applied EA 20 \$ 150.00 \$ 3,000.00 9.03 Inlet Protection Device, Drop-in EA 20 \$ 225.00 \$ 4,500.00	8.05	Portable Dynamic Message Sign (PDMS)	CDAY	30	\$ 250.00	\$ 7,500.00
9.01 Erosion Control Mulching, Hydromulching, BFM with Temporary Seeding 9.02 Inlet Protection Device, Surface-applied EA 20 \$ 150.00 \$ 3,000.00 9.03 Inlet Protection Device, Drop-in EA 20 \$ 225.00 \$ 4,500.00	8.06	Remove and Reinstall Traffic Signs	EA	1	\$ 1,000.00	\$ 1,000.00
9.01 Temporary Seeding AC 0.3 \$ 6,250.00 \$ 1,875.00 9.02 Inlet Protection Device, Surface-applied EA 20 \$ 150.00 \$ 3,000.00 9.03 Inlet Protection Device, Drop-in EA 20 \$ 225.00 \$ 4,500.00		SITE WORK AND LANDSCAPING				
9.03 Inlet Protection Device, Drop-in EA 20 \$ 225.00 \$ 4,500.00	9.01		AC	0.3	\$ 6,250.00	\$ 1,875.00
	9.02	Inlet Protection Device, Surface-applied	EA	20	\$ 150.00	\$ 3,000.00
9.04 Inlet Protection Device, Maintenance EA 40 \$ 25.00 \$ 1,000.00	9.03	Inlet Protection Device, Drop-in	EA	20	\$ 225.00	\$ 4,500.00
	9.04	Inlet Protection Device, Maintenance	EA	40	\$ 25.00	\$ 1,000.00

	MISCELLANEOUS				
11.01	Mobilization	LS	1	\$ 44,000.00	\$ 44,000.00
11.02	Maintenance of Postal Service	LS	1	\$ 1,500.00	\$ 1,500.00
11.03	Maintenance of Solid Waste Collection	LS	1	\$ 1,500.00	\$ 1,500.00
11.04	Temporary Pedestrian Ramp	EA	4	\$ 1,000.00	\$ 4,000.00
11.05	Concrete Washout	LS	1	\$ 5,000.00	\$ 5,000.00

TOTAL CONTRACT AMOUNT =

\$ 789,727.00

CT-8

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we,	TK Concrete, Inc.	_, as Principal (hereinafter the "Contractor" or "Principal")
and	Old Republic Surety Company	, as Surety, are held and firmly bound unto the City of
Ankeny,	Iowa, as Obligee, (hereinafter referred	to as the "Jurisdiction"), and to all persons who may be
injured by	y any breach of any of the conditions of	f this Bond in the penal sum of Seven Hundred Eighty-
Nine Tho	usand, Seven Hundred Twenty-Seven a	and 00/100 DOLLARS (\$789,727.00), lawful money of the
		ell and truly to be made, we bind ourselves, our heirs, legal
represent	atives, and assigns, jointly or severally,	firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Jurisdiction, bearing date the 1^{st} day of April, 2024, (hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvement:

2024 PCC STREET PATCHING PROGRAM

The 2024 PCC Street Patching Program project includes the full depth removal and replacement of PCC street pavement at three (3) separate locations, generally located on:

- Site 1 NW 4th Street and NW Arlan Drive intersection (7" pavement),
- Site 2 SW Prairie Trail Parkway and SW Abilene Road intersection (8" pavement), and
- Site 3 NW State Street between West First Street and NW Prairie Ridge Drive (9" patches)

The construction improvements include approximately 1,850 SY of 9" thick PCC Class C-SUD full depth patches, 550 SY of 8" thick PCC Class C-SUD street pavement, 1,275 SY of 7" thick PCC Class C-SUD street pavement, 400 SY of 7" thick PCC Class C-SUD fully reinforced street pavement, 300 LF of storm sewer, and 275 LF of water main. Other associated improvements include sidewalk and pedestrian ramp removal and replacement, installation of new intake structures, minor adjustments to sanitary and storm sewer structures, partial rebuild of an existing intake, temporary traffic control, maintenance of postal service and solid waste collection, temporary surface restoration, mobilization, and miscellaneous associated work necessary to complete the project.

A truss screed shall be utilized on all patches greater than or equal to three panels in length.

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

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

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

- 2. PAYMENT: The Contractor and the Surety on this Bond are hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the Jurisdiction is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.
- 3. MAINTENANCE: The Contractor and the Surety on this Bond hereby agree, at their own expense:
 - A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of **four (4)** years from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;
 - B. To keep all work in continuous good repair; and
 - C. To pay the Jurisdiction's reasonable costs of monitoring and inspecting to assure that any defects are remedied, and to repair the Jurisdiction all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.
- 4. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:
 - A. To consent without notice to any extension of time to the Contractor in which to perform the Contract:
 - B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than 20% of the total contract price, and that this Bond shall then be released as to such excess increase; and
 - C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.
 - D. That no provision of this Bond or of any other contract shall be valid which limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.

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

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

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

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

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

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

Witness our hands, in triplicate, this1st	day of	April	, 20 <u>24</u> .
PRINCIPAL:	su	VRETY:	
By Signature Pesident Title	By	Surety Company Signature Attorne Zachary Matte Printed Name of A	y-in-Fact Officer
		Zip Bonds, LLC	3
	S	Company Name	
	-	3737 Woodland Company Address	d Ave. Suite 505
		West Des Moir City, State, Zip Co	
		888-435-4191	
):	Company Telepho	ne Number

NOTE:

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

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and RYAN O. SWALVE, ZACHARY MEFFERD, ZACHARY MATTER, appoint:

HAVILAH WATSON of WEST DES MOINES, IA

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

ALL WRITTEN INSTRUMENTS

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

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD

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

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

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant
- when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be
- when duly executed and sealed (If a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the

signature and seat when so used shall have the same force a	and effect as though manually affixed.	and such
IN WITNESS WHEREOF, OLD REPUBLIC SURETY COM affixed this 29th day of Septemb	PANY has caused these presents to be sig	ned by its proper officer, and its corporate seal to be
Assistant Secreta Fur State of WISCONSIN, COUNTY OF WAUKESHA - SS	CORPORATE CALLED TOBE	OLD REPUBLIC SURETY COMPANY Ma Mulic President
On this 29th day of September and Karen J Haffner who executed the above instrument, and they each acknowledge they are the said officers of the corporation aforesaid, and that the and their signatures as such officers were duly affixed and subscri	to me known to be the individuals and the execution of the same, and being by	officers of the OLD REPUBLIC SURETY COMPANY of me duly sworn, did severally denote and actually
		/



Hother K. Lease My Commission Expires: September 28, 2026

CERTIFICATE (Expiration of notary's commission does not invalidate this instrument) I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Signed and sealed at the City of Brookfield, WI this ______ day of ______ day of ______ Assistant Sec

40-0605

SEAL

ORSC 22262 (3-06)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/27/2024

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

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

PRODUCER AssuredPartners Great Plains, LL 4200 University Ave., Suite 200	С	CONTACT NAME: Nick Ford PHONE (A/C, No, Ext): 515-453-9357 (A/C, No): 515-453-9357						
West Des Moines IA 50266-5945		E-MAIL ADDRESS: nick.ford@assuredpartners.com						
		INSURER(S) AFFORDING COVERAGE		NAIC#				
	License#: 1001000272	INSURER A: Middlesex Insurance Company		23434				
INSURED	TKCONCR-01	INSURER B:						
TK Concrete Inc 1608 Fifield Road		INSURER C:						
Pella IA 50219		INSURER D:						
		INSURER E:						
		INSURER F:						
001/504050	0=D=1=10.4== NULLD=D 0=4000044							

COVERAGES CERTIFICATE NUMBER: 851930341 REVISION NUMBER:

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

INSR	COLOGICINO AND CONDITIONS OF SOOT	ADDL SUB		POLICY EFF	POLICY EXP		
LTR	TYPE OF INSURANCE	INSD WVE	POLICY NUMBER	(MM/DD/YYYY)	(MM/DD/YYYY)	LIMIT	S
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR	Y	A0177539	9/1/2023	9/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000 \$ 500,000
	CLAINIS-INIADE OCCOR					MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$3,000,000
	POLICY X PRO- X LOC					PRODUCTS - COMP/OP AGG	\$ 2,000,000
	OTHER:						\$
Α	AUTOMOBILE LIABILITY		A0177539	9/1/2023	9/1/2024	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	X ANY AUTO					BODILY INJURY (Per person)	\$
	OWNED SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	X HIRED X NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
							\$
Α	X UMBRELLA LIAB X OCCUR		A0177539	9/1/2023	9/1/2024	EACH OCCURRENCE	\$7,000,000
	EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$7,000,000
	DED RETENTION\$						\$
Α	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		A0177539	9/1/2023	9/1/2024	X PER OTH- STATUTE ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A				E.L. EACH ACCIDENT	\$ 1,000,000
	(Mandatory in NH)					E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: 2024 PCC STREET PATCHING PROGRAM

Certificate holder is an Additional Insured - Any Person or Organization you are Performing Work For; Lessor of Leased Equipment; Lessor or Leased Land; Managers or Lessors or Premises; Owners, Lessees or Contractors; State or Political Subdivisions; when required in a written contract, agreement or permit on a primary and non-contributory basis with respects to the General Liability policy per form CG7021 (06/18)

CERTIFICATE HOLDER	CANCELLATION		
City of Ankeny	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.		
1210 NW Prairie Ridge DR Ankeny IA 50023-1564	AUTHORIZED REPRESENTATIVE		



ANKENY CITY COUNCIL

City Council Agenda

April 1, 2024 5:30 PM

Mark Holm, Mayor Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:

Public Works

Upgrade Essential Infrastructure

ACTION REQUESTED:
Public Hearing

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:

BODJECT.

PH 2024-21: Proposed 2024 PCC Pavement Preservation Program - Crack and Joint Filling

EXECUTIVE SUMMARY:

The 2024 PCC Pavement Preservation Program – Crack and Joint Filling project includes the following:

- \bullet Site 1 Full depth PCC patching and intake adjustments within the Georgetown, Ashland Meadows, and Prairie Ridge Estates neighborhoods.
- Site 2 Cleaning and filling of cracks and joints in PCC street pavement within the Georgetown, Ashland Meadows, and Prairie Ridge Estates neighborhoods.
- Site 3 Cleaning and filling of cracks and joints in PCC street pavement on NW Georgetown Boulevard from just east of NW Ash Drive to just west of the Veridian Credit Union driveway.

The construction improvements include the cleaning and filling of approximately 81,000 LF of longitudinal joints, 63,000 LF of transverse joints, and 6,000 LF of miscellaneous cracks, full depth patching of approximately 500 SY of 7" thick PCC Class C-SUD pavement, one major adjustment to an intake, and five minor adjustments to intakes. Other associated improvements include temporary traffic control, temporary surface restoration, mobilization, and miscellaneous associated work necessary to complete the project.

The bid opening for this project was held on Tuesday, March 26, 2024. Three (3) bids were received as follows:

- 1. Iowa Civil Contracting, Inc. \$492,635.80
- 2. Iowa Contracting, Inc. \$541,613.90
- 3. Scodeller Construction, Inc. \$570,066.58

The Engineer's Estimate for the project was \$415,578.00. The bids ranged from approximately 18% above to 37% above the estimate. Iowa Civil Contracting has completed similar projects for the City of Ankeny in the past and they have the technical experience to complete this project. The Public Works Department recommends awarding the 2024 PCC Pavement Preservation Program – Crack and Joint Filling project to Iowa Civil Contracting, Inc. of Victor, Iowa.

Pending project approval and award by the City Council, the contractor will be required to start work on Site 1 no earlier than April 15, 2024 and no later than May 13, 2024. Site 2 shall begin upon full completion of Site 1 but no later than July 8, 2024. Site 3 shall begin no earlier than May 28, 2024 and no later than July 29, 2024. The contractor will have 20 Working Days to fully complete Site 1, until November 1, 2024 to fully complete Site 2, and 10 Working Days to fully complete Site 3.

FISCAL IMPACT: No

This project is included in the City's current Capital Improvement Program with construction scheduled for 2024.

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the Council take the following action:

- 1. Hold a hearing on the proposed Contract Documents (plans, specifications, and form of contract), and estimate of cost (\$415,578.00).
- 2. Approve Resolution, adopting said plans, specifications, form of contract, and estimated cost for the 2024 PCC Pavement Preservation Program Crack and Joint Filling project.
- 3. Receive and file the report of bids received on March 26, 2024.
- 4. Approve Resolution, making award of construction contract to Iowa Civil Contracting, Inc. of Victor, Iowa.

5. Approve Resolution, approving contract and bonds with Iowa Civil Contracting, Inc. in the amount of \$492,635.80.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

March 4, 2024: The City Council approved a Resolution ordering construction and setting the bid opening date as March 26, 2024, and setting the public hearing date as April 1, 2024.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to close Public Hearing 2024-21.

ADDITIONAL INFORMATION:

ATTACHMENTS:

ATTACHMENTS:				
Click to download				
<u>PH Coversheet</u>				
RES - plans, specs				
<u> Bid Sheet</u>				
<u> Bid Tabulation</u>				
RES - making award				
RES - approving contract				
□ Location Map				
□ Contract				



PUBLIC HEARING 2024-21

5:30 P.M.

APRIL 1, 2024

PROPOSED 2024 PCC PAVEMENT PRESERVATION PROGRAM – CRACK & JOINT FILLING

Mayor:

This is the time and place for a public hearing on the matter of the adoption of plans, specifications, form of contract and estimate of cost for construction of certain public improvements described in general as construction of the 2024 PCC Pavement Preservation Program – Crack & Joint Filling project. Notice of this hearing was published in the Des Moines Register on the 15th day of March, 2024.

Mayor:

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

City Clerk:

None in the Clerk's Office.

Mayor:

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

After Report:

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

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

□ Consider **MOTION** to close Public Hearing 2024-21.

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

Council Michigel	mudadeed the ronown	.5 Resolution entitled
"RESOLUTION ADOP"	TING PLANS, SPECIFICATIONS, FORM OF	CONTRACT AND
ESTIMATE OF COST	FOR THE 2024 PCC PAVEMENT PRESERVA	TION PROGRAM -
CRACK AND JOINT I	FILLING", and moved that the same be adopte	d. Council Member
	seconded the motion to adopt. The roll was called	l, and the vote was:
AYES: _		
NAYS: _		<u></u>

introduced the following Resolution entitled

Whereupon, the Mayor declared the following Resolution duly adopted:

Council Member

RESOLUTION

RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE 2024 PCC PAVEMENT PRESERVATION PROGRAM – CRACK AND JOINT FILLING

WHEREAS, on the <u>4th</u> day of <u>March</u>, 2024, plans, specifications, form of contract and estimate of cost were filed with the Clerk for the construction of certain public improvements described in general as the 2024 PCC Pavement Preservation Program – Crack and Joint Filling; and

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

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

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

PASSED AND APPROVED this 1st day of April, 2024.

	Mayor	
ATTEST:		
City Clerk		



REC'D & FILED BY CITY COUNCIL 4-1-24

BID LETTING

10:30 A.M.

MARCH 26, 2024

2024 PCC PAVEMENT PRESERVATION PROGRAM - CRACK & JOINT FILLING

The purpose of this meeting is to receive, open and tabulate bids for construction of the 2024 PCC Pavement Preservation Program – Crack & Joint Filling project in accordance with the Plans and Specifications prepared by City of Ankeny Public Works.

Amy Quartell, City Engineer

		Project Estimate of Cost \$_41	5,578.00	
	Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (none) Acknowledged
		Scodeller Construction, Inc 51722 Grand River Wixorn, MI 48393	\$570,066, ⁵⁸	
*	2)	lowa Civil Contracting, Inc. 1106 3rd St. Victor, IA 52347	\$ 492.635.80	
	3)	lowa Contracting 13435 Summerser Road Indianola, IA Soirs	\$541,613.90	
	4)		*	
	5)			<u> </u>
	6)			

^{*}Apparent Low Bidder

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

Bids will be reviewed and further action taken by the City Council at their next regular meeting of April 1, 2024 at 5:30 P.M.

ATTEST:

Amy Quartell, City Engineer

Diane Klemme, Deputy City Clerk

^{*}Apparent Low Bidder

Bid Tabulation

2024 PCC Pavement Preservation Program - Crack and Joint Filling

Georgetown, Ashland Meadows, and Prairie Ridge Estates Neighborhoods March 26, 2024

		Engineer's Estimate			Iowa Civil Contracting, Inc.				Iowa Contracting, Inc.			Scodeller Construction, Inc.						
Item No.	SUDAS No.	Item	Unit	Total	Unit Price	Total Price	Total	Unit Price	Total Price	Total	Unit Price	Total Price	Total	Unit Price	Total Price	Total	Unit Price	Total Price
		STRUCTURES FOR SANITARY AND STORM SEWERS																
6.01	6010-E-2	Intake Adjustment, Minor, Single Grate	EA	3 \$	2,000.00	\$ 6,000.00	3	\$ 3,500.00	\$ 10,500.0	0	3 \$ 1,200.00	\$ 3,600.00	3	\$ 2,500.00	\$ 7,500.00	3		\$ -
6.02	6010-E-2	Intake Adjustment, Minor, Double Grate	EA	2 \$	4,000.00	\$ 8,000.00	2	\$ 4,000.00	\$ 8,000.0	0	2 \$ 2,400.00	\$ 4,800.00	2	\$ 3,000.00	\$ 6,000.00	2		\$ -
6.03	6010-F-2	Intake Adjustment, Major, Single Grate	EA	1 \$	4,000.00	\$ 4,000.00	1	\$ 7,500.00	\$ 7,500.0	0	1 \$ 6,400.00	\$ 6,400.00	1	\$ 6,000.00	\$ 6,000.00	1		\$ -
		STREETS AND RELATED WORK																
7.01	7040-A	Full Depth Patches, PCC, Class C-SUD, 7" Thick	SY	507 \$	110.00	\$ 55,770.00	507	\$ 161.00	\$ 81,627.0	0 50	7 \$ 125.00	\$ 63,375.00	507	\$ 145.00	\$ 73,515.00	507		\$ -
7.02	7040-B	Subbase Over-excavation, 6" Depth	SY	125 \$	40.00	\$ 5,000.00	125	\$ 26.36	\$ 3,295.0	0 12	5 \$ 20.00	\$ 2,500.00	125	\$ 25.00	\$ 3,125.00	125		\$ -
7.03	7040-D	Crack and Joint Cleaning and Filling, Hot Pour	LF	150,154 \$	2.00	\$ 300,308.00	150,154	\$ 2.20	\$ 330,338.8	0 150,15	4 \$ 2.85	\$ 427,938.90	150,154	\$ 2.77	\$ 415,926.58	150,154		\$ -
		TRAFFIC CONTROL																
8.01	8030-A	Temporary Traffic Control	LS	1 \$	5,000.00	\$ 5,000.00	1	\$ 9,500.00	\$ 9,500.0	0	1 \$ 12,500.00	\$ 12,500.00	1	\$ 13,500.00	\$ 13,500.00	1		\$ -
8.02	8030-999-X	Portable Dynamic Message Sign (PDMS)	CDAY	20 \$	150.00	\$ 3,000.00	20	\$ 137.50	\$ 2,750.0	0 2	0 \$ 175.00	\$ 3,500.00	20	\$ 250.00	\$ 5,000.00	20		\$ -
		SITE WORK AND LANDSCAPING																
9.01	9010-Q-2	Erosion Control Mulching, Hydromulching, BFM with Temporary Seeding	AC	0.05 \$	20,000.00	\$ 1,000.00	0.05	\$ 82,500.00	\$ 4,125.0	0.0	5 \$ 10,000.00	\$ 500.00	0.05	\$ 30,000.00	\$ 1,500.00	0.05		\$ -
		MISCELLANEOUS																
11.01	11,020-A	Mobilization	LS	1 \$	25,000.00	\$ 25,000.00	1	\$ 30,000.00	\$ 30,000.0	0	1 \$ 15,000.00	\$ 15,000.00	1	\$ 35,000.00	\$ 35,000.00	1	_	\$ -
11.02	11,050-A	Concrete Washout	LS	1 \$	2,500.00	\$ 2,500.00	1	\$ 5,000.00	\$ 5,000.0	0	1 \$ 1,500.00	\$ 1,500.00	1	\$ 3,000.00	\$ 3,000.00	1		\$ -
		TOTAL AMOUNT BID =				\$ 415,578.00			\$ 492,635.8	0		\$ 541,613.90			\$ 570,066.58			\$ -

Council Member	introduced the following Resolu	tion entitled
	AWARD OF CONSTRUCTION CONTRACT FOR THE	
PAVEMENT PRESERVAT	ΓΙΟΝ PROGRAM – CRACK AND JOINT FILLING", ar	nd moved:
that the Resolution	be adopted.	
☐ ADJOURN to per	mit the Engineer to review and make recommendation of	on said bids.
therefore defer ac	etion on the Resolution to the meeting to be held at, 2024, at this place.	
Council Member	seconded the motion to adopt.	The roll was
called, and the vote was:	soloned in monon to adopt	1110 1011 ((41)
AYES:		
NAYS:		
Whereupon, the May	yor declared the following Resolution duly adopted:	
	RESOLUTION	
RESOLUTIO	ON MAKING AWARD OF CONSTRUCTION	
CONTRACT		
PRESERVA	TION PROGRAM – CRACK AND JOINT FILLING	
BE IT RESOLVED I	BY THE CITY COUNCIL OF THE CITY OF ANKENY,	, STATE OF
IOWA.		
	following bid for the construction of certain public in	
<u> </u>	2024 PCC Pavement Preservation Program – Crack and J	•
	specifications heretofore adopted by this Council on April same being the lowest responsive, responsible bid received	
work, as follows:	same being the lowest responsive, responsible bld recer-	ved for such
Contractor:	Iowa Civil Contracting, Inc of Victor, Iowa	
Amount of bid:	\$492,635.80	
Doution of mai-	All construction yearly	
Portion of project:	All construction work	

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

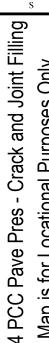
PASSED AND APPROVED this 1st day of April, 2024.

	Mayor	
ATTEST:		
City Clerk		

"RESOLUTION APPROVI PCC PAVEMENT PRESE	introduced the following Resolution entitled NG CONSTRUCTION CONTRACT AND BOND FOR THE 2024 RVATION PROGRAM – CRACK AND JOINT FILLING", and sil Member seconded the motion to adopt vote was:
AYES:	
NAYS:	
Whereupon, the May	or declared the following Resolution duly adopted:
	RESOLUTION
AND BOY	ON APPROVING CONSTRUCTION CONTRACT ND FOR THE 2024 PCC PAVEMENT ΓΙΟΝ PROGRAM – CRACK AND JOINT FILLING
BE IT RESOLVED I IOWA:	BY THE CITY COUNCIL OF THE CITY OF ANKENY, STATE OF
construction of certain pub Preservation Program – Cr specifications heretofore app	on contract and bond executed and insurance coverage for the lic improvements described in general as the 2024 PCC Pavement ack and Joint Filling, and as described in detail in the plans and proved, and which have been signed by the Mayor and Clerk on behalf are hereby approved as follows:
Contractor:	Iowa Civil Contracting, Inc. of Victor, iowa
Amount of bid:	\$492,635.80
Bond surety:	
Date of bond:	
Portion of project:	All construction work

PASSED AND APPROVED this $\underline{\mathbf{1^{st}}}$ day of $\underline{\mathbf{April}}$, 2024.

	Mayor	
ATTEST:		





kenv

PUBLIC WORKS
DEPARTMENT
----ENGINEERING
DIVISION

in = 800 ft

Date: 2/26/2024

CONTRACT

THIS CONTRACT, made and entered into at Ankeny, Iowa this 1st day of April, 2024, by and between the City of Ankeny, Iowa by its Mayor, upon order of its City Council hereinafter called the "Jurisdiction," and Iowa Civil Contracting, Inc., hereinafter called the "Contractor."

WITNESSETH:

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

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

2024 PCC PAVEMENT PRESERVATION PROGRAM – CRACK AND JOINT FILLING

The 2024 PCC Pavement Preservation Program - Crack and Joint Filling project includes the following:

- Site 1 Full depth PCC patching and intake adjustments within the Georgetown, Ashland Meadows, and Prairie Ridge Estates neighborhoods.
- Site 2 Cleaning and filling of cracks and joints in PCC street pavement within the Georgetown, Ashland Meadows, and Prairie Ridge Estates neighborhoods.
- Site 3 Cleaning and filling of cracks and joints in PCC street pavement on NW Georgetown Boulevard from just east of NW Ash Drive to just west of the Veridian Credit Union driveway.

The construction improvements include the cleaning and filling of approximately 81,000 LF of longitudinal joints, 63,000 LF of transverse joints, and 6,000 LF of miscellaneous cracks, full depth patching of approximately 500 SY of 7" thick PCC Class C-SUD pavement, one major adjustment to an intake, and five minor adjustments to intakes. Other associated improvements include temporary traffic control, temporary surface restoration, mobilization, and miscellaneous associated work necessary to complete the project.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of Four Hundred Ninety-Two Thousand, Six Hundred Thirty-Five and 80/100 DOLLARS (\$492,635.80), which amount shall constitute the required amount of the Performance, Payment, and Maintenance Bond. The Contractor hereby agrees to commence work under this Contract on or before a date to be specified in a written Notice to Proceed by the Jurisdiction; and to complete the project as described in the Notice to Bidders and Notice of Public Hearing as noted below:

The Contractor shall fully complete the improvements for Site 1 within twenty (20) working days. Full completion for Site 1 shall be defined as all Site 1 work including punch list items completed, and all improvements ready for final acceptance. Should the Contractor fail to fully complete the work in this timeframe, liquidated damages of Five Hundred Dollars (\$500.00) per calendar day will be assessed for Site 1 work not fully completed within the designated Contract term(s).

The Contractor shall fully complete the improvements for Site 2 no later than November 1, 2024. Full completion for Site 2 shall be defined as all Site 2 work including punch list items completed, and all improvements ready for final acceptance. Should the Contractor fail to fully complete the work in this timeframe, liquidated damages of Five Hundred Dollars (\$500.00) per calendar day will be assessed for Site 2 work not fully completed within the designated Contract term(s).

The Contractor shall fully complete the improvements for Site 3 within ten (10) working days. Full completion for Site 3 shall be defined as all Site 1 work including punch list items completed, and all improvements ready for final acceptance. Should the Contractor fail to fully complete the work in this timeframe, liquidated damages of Five Hundred Dollars (\$500.00) per calendar day will be assessed for Site 3 work not fully completed within the designated Contract term(s).

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

JURISDICTION:	CONTRACTOR:
Ву	lowa Civil Contracting, Inc.
Mark E. Holm, Mayor	Contractor
(Seal)	By Mach Khinelast
ATTEST:	Signature
	Vice President
Michelle Yuska, City Clerk	Title
	1106 3rd Street
	Street Address
	Victor, IA 52347
	City, State, Zip Code
	319-647-3561
	Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

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

2. Out-of-State Contractors:

- A. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of five thousand dollars in value in Iowa, shall file a bond with the Division of Labor Services of the Iowa Department of Workforce Development. It is the contractor's responsibility to comply with said Section 91C.7 before commencing this work.
- B. Prior to entering into contract, the designated low bidder, if it is a corporation organized under the laws of a state other than Iowa, shall file with the Engineer a certificate from the Secretary of the State of Iowa showing that it has complied with all the provisions of Chapter 490 of the Iowa Code, or as amended, governing foreign corporations.

NOTE:

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

CORPORATE ACKNOWLEDGMENT State of Iowa Poweshiek On this 27th day of March , 20 24, before me, the undersigned, a Notary Public in and for the State of <u>lowa</u>, personally appeared <u>Mark Rhinehart</u> and ____, to me known, who, being by me duly sworn, did say that they Vice President ,-and ____, respectively, of the are the corporation executing the foregoing instrument; that (no seal has been procured by) (the seal affixed thereto is the seal of) the corporation; that said instrument was signed (and sealed) on behalf of the corporation by authority of this Board of Directors; that Mark Rhinehart acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed. Notary Public in and for the State of lowa My commission expires February 04 **TERI LEE NEUHAUS** Commission Number 756835 My Commission Expires February 4, 2027 PARTNERSHIP ACKNOWLEDGMENT _____ County) On this _____ day of _____, 20___, before me, the undersigned, a Notary Public in and for the State of _____ to me personally known, who being by me duly sworn, did say that the person is one of the partners of , a partnership, and that the instrument was signed on behalf of the partnership by authority of the partners and the partner acknowledged the execution of the instrument to be the voluntary act and deed of the partnership by it and by the partner voluntarily executed. Notary Public in and for the State of _____

My commission expires ________, 20_

INDIVIDUAL ACKNOWLEDGMEN	Т
State of) SSCounty)	
On this day of in and for the State of and executed the foregoing instrument, and (his) (her) (their) voluntary act and dee	, 20, before me, the undersigned, a Notary Public, personally appeared
	Notary Public in and for the State of
LIMITED LIABILITY COMPANY AGE State of	CKNOWLEDGMENT
On this day of county, personally appeared duly sworn did say that person is that (the seal affixed to said instrumen	
voluntary act and deed of said	acknowledged the execution of said instrument to be the, by it voluntarily executed.
	Notary Public in and for the State of My commission expires

CONTRACT ATTACHMENT: BID ITEMS, QUANTITIES, AND PRICES

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

Item No.	Item		Total	Unit Price		Total Price	
	STRUCTURES FOR SANITARY AND STORM SEWERS						
6.01	Intake Adjustment, Minor, Single Grate	EA	3	\$	3,500.00	\$	10,500.00
6.02	Intake Adjustment, Minor, Double Grate	EA	2	\$	4,000.00	\$	8,000.00
6.03	Intake Adjustment, Major, Single Grate	EA	1	\$	7,500.00	\$	7,500.00
	STREETS AND RELATED WORK						11 () () ()
7.01	Full Depth Patches, PCC, Class C-SUD, 7" Thick	SY	507	\$	161.00	s	81,627.00
7.02	Subbase Over-excavation, 6" Depth	SY	125	\$	26.36	s	3,295.00
7.03	Crack and Joint Cleaning and Filling, Hot Pour		150,154	\$	2.20	s	330,338.80
	TRAFFIC CONTROL						
8.01	Temporary Traffic Control	LS	1	\$	9,500.00	s	9,500.00
8.02	Portable Dynamic Message Sign (PDMS)	CDAY	20	\$	137.50	\$	2,750.00
	SITE WORK AND LANDSCAPING						
9.01	Erosion Control Mulching, Hydromulching, BFM with Temporary Seeding	AC	0.05	\$	82,500.00	\$	4,125.00
	MISCELLANEOUS						
11.01	Mobilization	LS	1	\$	30,000.00	\$	30,000.00
11.02	Concrete Washout	LS	1	\$	5,000.00	\$	5,000.00

TOTAL CONTRACT AMOUNT =

\$ 492,635.80

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, <u>Iowa Civil Contracting</u>, <u>Inc.</u>, as Principal (hereinafter the "Contractor" or "Principal") and Merchants Bonding Company (Mutual), as Surety, are held and firmly bound unto the **City of Ankeny**, **Iowa**, as Obligee, (hereinafter referred to as the "Jurisdiction"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of <u>Four Hundred Ninety-Two Thousand</u>, Six Hundred Thirty-Five and 80/100 DOLLARS (\$492,635.80), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives, and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Jurisdiction, bearing date the <u>1</u>st day of <u>April</u>, 2024, (hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvement:

2024 PCC PAVEMENT PRESERVATION PROGRAM – CRACK AND JOINT FILLING

The 2024 PCC Pavement Preservation Program – Crack and Joint Filling project includes the following:

- Site 1 Full depth PCC patching and intake adjustments within the Georgetown, Ashland Meadows, and Prairie Ridge Estates neighborhoods.
- Site 2 Cleaning and filling of cracks and joints in PCC street pavement within the Georgetown, Ashland Meadows, and Prairie Ridge Estates neighborhoods.
- Site 3 Cleaning and filling of cracks and joints in PCC street pavement on NW Georgetown Boulevard from just east of NW Ash Drive to just west of the Veridian Credit Union driveway.

The construction improvements include the cleaning and filling of approximately 81,000 LF of longitudinal joints, 63,000 LF of transverse joints, and 6,000 LF of miscellaneous cracks, full depth patching of approximately 500 SY of 7" thick PCC Class C-SUD pavement, one major adjustment to an intake, and five minor adjustments to intakes. Other associated improvements include temporary traffic control, temporary surface restoration, mobilization, and miscellaneous associated work necessary to complete the project.

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

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

- 1. PERFORMANCE: The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvement, and shall indemnify and save harmless the Jurisdiction from all outlay and expense incurred by the Jurisdiction by reason of the Contractor's default or failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.
- 2. PAYMENT: The Contractor and the Surety on this Bond are hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the Jurisdiction is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.
- 3. MAINTENANCE: The Contractor and the Surety on this Bond hereby agree, at their own expense:
 - A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of **two (2)** years from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;
 - B. To keep all work in continuous good repair; and
 - C. To pay the Jurisdiction's reasonable costs of monitoring and inspecting to assure that any defects are remedied, and to repair the Jurisdiction all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.
- 4. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:
 - A. To consent without notice to any extension of time to the Contractor in which to perform the Contract:
 - B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than 20% of the total contract price, and that this Bond shall then be released as to such excess increase; and
 - C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

- D. That no provision of this Bond or of any other contract shall be valid which limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.
- E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Jurisdiction including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorneys' fees (including overhead expenses of the Jurisdiction's staff attorneys), and all costs and expenses of litigation as they are incurred by the Jurisdiction. It is intended the Contractor and Surety will defend and indemnify the Jurisdiction on all claims made against the Jurisdiction on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Jurisdiction will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

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

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

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

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

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

Witness our hands, in triplicate, this1st	day of, 20_24
PRINCIPAL:	SURETY:
By Mend Rhine hat Signature Vice President	By Signature Attorney-in-Fact Officer Kate Zanders, Attorney-in-Fact
Title	Printed Name of Attorney-in-Fact Officer Holmes, Murphy and Associates LLC Company Name 2727 Grand Prairie Parkway Company Address Waukee, IA 50263
	City, State, Zip Code (515) 223-6800

NOTE:

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

Company Telephone Number



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

Anne Crowner; Bailey Beach; Ben Williams; Brian J Oestreich; Brian M Deimerly; Cameron M Burt; Cindy Bennett; Colby D White; Craig E Hansen; D Gregory Stitts; Dione R Young; Donald E Appleby; Douglas Muth; Ginger Hoke; Grace Rasmussen; Graydon Dotson; Greg Krier; Jamie Gifford; Jay D Freiermuth; Jennifer Marino; Jessica Jean Rini; Jessie Allen; Joe Tiernan; John Cord; Joshua R Loftis; Kate Zanders; Keeton Welch; Lukas Schroder; Mark R DeWitt; Mark Sweigart; Mary Ashley Allen; Michelle R Gruis; Nathan Weaver; R C Bowman; Sara Huston; Sarah C Brown; Seth D Rooker; Ted Jorgensen; Tim McCulloh; Todd Bengford; W R Withrow

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

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

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

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

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

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

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 3rd day of February , 2024 .

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MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

President

STATE OF IOWA COUNTY OF DALLAS ss.

On this 3rd day of February 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

Ву



Penni Miller

Commission Number 787952 My Commission Expires January 20, 2027

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

Notary Public

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 1st day of

April

, 2024 .

TIONA, ON THE POAGE TO A SECRETARY Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/27/2024

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on

this certificate does not confer rights to the certificate h	this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).					
PRODUCER	CONTAI NAME:	CONTACT NAME: Sandy VanOsten				
Arthur J. Gallagher Risk Management Services, LLC	PHONE	PHONE (A/C, No, Ext): 515-309-6200 FAX (A/C, No): 515-309-6225				-309-6225
4201 Westown Parkway Suite 120						
West Des Moines IA 50266	ADDRE			DING COVERAGE		NAIC#
	INCIDE			ince Corporation		20095
INSURED			NAME OF TAXABLE PARTY.	ance Company		20109
Iowa Civil Contracting Inc.				nsurance Compar	nv	36056
P. O. Box Q	INSURE		- openiary r			
Victor IA 52347			-			
	INSURE					
COVERAGES CERTIFICATE NUME	INSURE REP: 576493702	Kr:		REVISION NUM	BER:	
COVERAGES CERTIFICATE NUMB THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE I		N ISSUED TO				POLICY PERIOD
INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TER CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS	M OR CONDITION OF AN' SURANCE AFFORDED BY	Y CONTRACT THE POLICIES	OR OTHER D DESCRIBED	OCUMENT WITH	RESPECT 1	TO WHICH THIS
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AND EMPLOYERS' LIABILITY		J. 112020	J	E.L. EACH ACCIDEN		,000,000
ANYPROPRIETOR/PARTNER/EXECUTIVE N N / A				E.L. DISEASE - EA E		Concor Conver
(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below				E.L. DISEASE - EA E		,000,000
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)						
RE: Project: 2024 PCC Pavement Preservation Program - C	rack and Joint Filling				Fg (140	1 12121 221
City of Ankeny is named as Additional Insured on the General	al Liability per endorsemen	nt #GL3086, ed	dition 09/11, a	as evidenced here	ein as requir	red by written
contract with respect to work performed by the Named Insured.						
CERTIFICATE HOLDER CANCELLATION						
THE EXPIRAT				ESCRIBED POLICI EREOF, NOTICE Y PROVISIONS.		
1210 NW Prairie Ridge Drive		ALITHODIZED DEDRESENTATIVE				

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AUTHORIZED REPRESENTATIVE

Ankeny, IA 50023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TRANSPORTATION CONTRACTORS EXTENDED LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

It is agreed that the provisions listed below apply only u of such provision.	pon the entry of an X in the box next to the caption
A. X Partnership and Joint Venture Extension	N. X Construction Project General Aggregate Limits
B. X Contractors Automatic Additional Insured Coverage - Ongoing Operations	O. X Fellow Employee Coverage
C. X Automatic Waiver of Subrogation	P. X Property Damage Liability - Elevators
D. X Extended Notice of Cancellation, Nonrenewal	Q. X Property Damage to the Named Insured's Work
E. X Unintentional Failure to Disclose Hazards	R X Care, Custody or Control
F. X Broadened Mobile Equipment	S X Electronic Data Liability Coverage
G. X Personal and Advertising Injury - Contractual Coverage	T. X Consolidated Insurance Program Residual Liability Coverage
H. X Nonemployment Discrimination	U. X Automatic Additional Insureds – Managers or
I. X Liquor Liability	Lessors of Premises
J. X Broadened Conditions	V. X Automatic Additional Insureds – State or Governmental Agency or Political
K. X Automatic Additional Insureds – Equipment Leases	Subdivisions - Permits or Authorizations
L. X Suits Against Dredges and Barges	W X Contractors Automatic Additional Insured Coverage - Completed Operations
M. X Insured Contract Extension - Railroad Property and Construction Contracts	X. X Additional Insured - Engineers, Architects or Surveyors

A. PARTNERSHIP AND JOINT VENTURE EXTENSION

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

The last full paragraph which reads as follows:

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

is deleted and replaced with the following:

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

B. CONTRACTORS AUTOMATIC ADDITIONAL INSURED COVERAGE - ONGOING OPERATIONS

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

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

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

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

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

- All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

C. AUTOMATIC WAIVER OF SUBROGATION

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

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

- a. If the insured has rights to recover all or part of any payment we have made under this Coverage Form, those rights are transferred to us. The insured must do nothing after loss to impair those rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.
- **b.** If required by a written contract executed prior to loss, we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of "your work" for that person or organization.

D. EXTENDED NOTICE OF CANCELLATION, NONRENEWAL

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

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

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

9. WHEN WE DO NOT RENEW

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

E. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

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

F. BROADENED MOBILE EQUIPMENT

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

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

G. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL COVERAGE

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

H. NONEMPLOYMENT DISCRIMINATION

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

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

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

SECTION V - DEFINITIONS, is amended to include:

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

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

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

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

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

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

I. LIQUOR LIABILITY

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

J. BROADENED CONDITIONS

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

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

- a. You must see to it that we are notified of an "occurrence" or an offense which may result in a claim as soon as practicable after the "occurrence" has been reported to you, one of your officers or an "employee" designated to give notice to us. Notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Record the specifics of the claim or "suit" and the date received as soon as you, one of your officers, or an "employee" designated to record such information is notified of it; and
 - (2) Notify us in writing as soon as practicable after you, one of your officers, your legal department or an "employee" you designate to give us such notice learns of the claims or "suit."

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

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

K. AUTOMATIC ADDITIONAL INSUREDS - EQUIPMENT LEASES

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

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

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

- 1. "Bodily injury" or "property damage" occurring after you cease leasing the equipment.
- 2. "Bodily injury" or "property damage" arising out of the sole negligence of the additional insured.
- 3. "Property damage" to:
 - a. Property owned, used or occupied by or rented to the additional insured; or
 - **b.** Property in the care, custody or control of the additional insured or over which the additional insured is for any purpose exercising physical control.

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

L. SUITS AGAINST DREDGES AND BARGES

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

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

M. INSURED CONTRACT EXTENSION - RAILROAD PROPERTY AND CONSTRUCTION CONTRACTS

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

- 9. "Insured Contract" means:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
 - b. A sidetrack agreement;
 - c. Any easement or license agreement;
 - **d.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - e. An elevator maintenance agreement;
 - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

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

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

N. CONSTRUCTION PROJECT GENERAL AGGREGATE LIMITS

This modifies SECTION III - LIMITS OF INSURANCE.

- A. For all sums which can be attributed only to ongoing operations at a single construction project for which the insured becomes legally obligated to pay as damages caused by an "occurrence" under SECTION I COVERAGE A, and for all medical expenses caused by accidents under SECTION I COVERAGE C:
 - A separate Construction Project General Aggregate Limit applies to each construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 - 2. The Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under COVERAGE A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard," and for medical expenses under COVERAGE C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits."
 - 3. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the Construction Project General Aggregate Limit for that construction project Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Construction Project General Aggregate Limit for any other construction project.
 - 4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Construction Project General Aggregate Limit.
- For all sums which cannot be attributed only to ongoing operations at a single construction project for which the insured becomes legally obligated to pay as damages caused by an "occurrence" under SECTION I - COVERAGE A, and for all medical expenses caused by accidents under SECTION I - COVERAGE C:
 - Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 - 2. Such payments shall not reduce any Construction Project General Aggregate Limit.

- C. Payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Construction Project General Aggregate Limit.
- D. If a construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of SECTION III LIMITS OF INSURANCE not otherwise modified by this endorsement shall continue to be applicable.

O. FELLOW EMPLOYEE COVERAGE

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

- 2.e. "Bodily injury" to
 - (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
 - (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to:

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

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

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

P. PROPERTY DAMAGE LIABILITY - ELEVATORS

"Property damage" liability is changed as follows:

- 1. Exclusions 2.j.(3) and 2.j.(4) of SECTION I, COVERAGE A, do not apply to the use of elevators.
- 2. The insurance afforded by reason of this provision is excess over any valid and collectible property insurance (including any deductible portion thereof) available to the insured whether primary, excess, contingent or on any other basis, and the **OTHER INSURANCE** condition is changed accordingly.

Q. PROPERTY DAMAGE TO THE NAMED INSURED'S WORK

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

Damage to Your Work

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

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

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

R. CARE, CUSTODY OR CONTROL

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

- **2.j.4** Personal property in the care, custody or control of the insured. However, for personal property in the care, custody or control of you or your "employees," this exclusion applies only to that portion of any loss in excess of \$25,000 per occurrence, subject to the following terms and conditions;
 - (a) The most that we will pay under this provision as an annual aggregate is \$100,000, regardless of the number of occurrences.
 - (b) This provision does not apply to "employee" owned property or any property that is missing where there is not physical evidence to show what happened to the property.
 - (c) The aggregate limit for this coverage provision is part of the General Aggregate Limit and SECTION III LIMITS OF INSURANCE is changed accordingly.
 - (d) In the event of damage to or destruction of property covered by this exception, you shall, if requested by us, replace the property or furnish the labor and materials necessary for repairs thereto, at actual cost to you, exclusive of prospective profit or overhead charges of any nature.
 - (e) \$2,500 shall be deducted from the total amount of all sums you became obligated to pay as damages on account of damage to or destruction of all property of each person or organization, including the loss of use of that property, as a result of each "occurrence." Our limit of liability under the endorsement as being applicable to each "occurrence" shall be reduced by the amount of the deductible indicated above; however, our aggregate limit of liability under this provision shall not be reduced by the amount of such deductible. The conditions of the policy, including those with respect to duties in the event of "occurrence," claims or "suit" apply irrespective of the application of the deductible amount. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

S. ELECTRONIC DATA LIABILITY COVERAGE

- Exclusion 2.p. Electronic Data of SECTION I, COVERAGE A, is deleted and replaced with the following:
 - **2.p.** Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.
- 2. The following definition is added to SECTION V DEFINITIONS:

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

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

"Property damage" means:

- **a.** Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;
- **b.** Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or
- c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

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

T. CONSOLIDATED INSURANCE PROGRAM RESIDUAL LIABILITY COVERAGE

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

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

The following is added to Section V - Definitions

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

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

U. AUTOMATIC ADDITIONAL INSUREDS - MANAGERS OR LESSORS OR PREMISES

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

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

This insurance does not apply to:

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

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

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

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

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

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

This insurance does not apply to:

- 1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- 2. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

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

W. CONTRACTORS AUTOMATIC ADDITIONAL INSURED COVERAGE - COMPLETED OPERATIONS

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

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

X. ADDITIONAL INSURED - ENGINEERS, ARCHITECTS OR SURVEYORS

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

- 1. Your acts or omissions: or
- 2. The acts or omissions of those acting on your behalf;

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

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

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

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

- 1. The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
- 2. Supervisory, inspection or engineering services.

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

.



ANKENY CITY COUNCIL

City Council Agenda

April 1, 2024 5:30 PM

Mark Holm, Mayor Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT: COUNCIL GOAL:

Municipal Utilities Upgrade Essential Infrastructure

ACTION REQUESTED:
Public Hearing

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:
PH 2024-22: Proposed NE 62nd Street RCB Over Trib. to Four Mile Creek

EXECUTIVE SUMMARY:

NE 62nd St RCB – Four Mile Creek

The NE 62nd St RCB Over Trib. To Four Mile Creek project is generally located on the North side of Ankeny just west of NE 22nd St. between NE 118th Ave. and NE 126 Ave. The construction improvements include construction of a Twin 12' x 10' x 154' reinforced concrete box culvert. Other work items include mobilization, excavation, fencing, revetment, erosion control, and surface restoration. The construction of the future roadway and embankment are not a part of this project.

The bid opening for this project was held on Tuesday, March 26, 2024. Two (2) bids were received as follows:

1. Gus Construction \$465,519.57

The Engineer's Estimate for the project was \$792,414.00. The bids ranged from approximately 41% below to 20% below the engineer's estimate. City Council had previously approved this project in the 2024 CIP with a budget of \$620,000.00 for construction so the winning bid was still under the budgeted amount by approximately 25%. The City reviewed the bid results both internally and with the project's engineering consultant. Gus Construction successfully completed other projects for Kirkham Michael in the past. It is recommended that the project be awarded to Gus Construction of Casey, Iowa.

Pending project approval and award by the City Council, the contractor will shall commence any time after the written Notice to Proceed is issued, no later than June 1, 2024, and they will have 65 Working Days to fully complete the project.

FISCAL IMPACT: No

This project is included in the City's current Capital Improvement Program with construction planned for 2024.

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that City Council take the following action:

- 1. Hold a hearing on the proposed Contract Documents (plans, specifications and form of contract) and estimated cost (\$792,414.00).
- 2. Approve Resolution, adopting said plans, specifications, form of contract and estimated cost for the NE 62nd St RCB Four Mile Creek.
- 3. Receive and file the report of bids received on March 26, 2024.
- 4. Approve Resolution, making award of construction contract to Gus Construction of Casey, Iowa.
- 5. Approve Resolution, approving contract and bonds with Gus Construction in the amount of \$465,519.57.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

March 4, 2024: The City Council approved a Resolution ordering construction and setting the bid opening date as March 4, 2024, and setting the public hearing date as April 1, 2024.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to close Public Hearing 2024-22.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
D PH Coversheet
□ RES-plans, specs
□ <u>Bid Sheet</u>
□ Bid Tabulation
☐ RES - making award
☐ RES - approving contract
□ Project Location Map
□ Contract



PUBLIC HEARING 2024-22

5:30 P.M.

APRIL 1, 2024

PROPOSED NE 62ND STREET RCB OVER TRIB. TO FOUR MILE CREEK

Mayor:

This is the time and place for a public hearing on the matter of the adoption of plans, specifications, form of contract and estimate of cost for construction of certain public improvements described in general as construction of the NE 62nd Street RCB Over Trib. To Four Mile Creek project. Notice of this hearing was published in the Des Moines Register on the 15th day of March, 2024.

Mayor:

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

City Clerk:

None in the Clerk's Office.

Mayor:

"I would like to request, at this time, Don Clark, Municipal Utilities Director, provide a report to the Council on said project."

After Report:

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

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

□ Consider **MOTION** to close Public Hearing 2024-22.

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

	miroduccu	the following Reso.	iunon chimica
"RESOLUTION ADOPTING PLANS,	SPECIFICATIONS,	FORM OF CONT	RACT AND
ESTIMATE OF COST FOR THE NE 62N	ND ST. RCB OVER	TRIB. TO FOUR M	ILE CREEK",
and moved that the same be adopted. Co	ouncil Member		seconded the
motion to adopt. The roll was called, and	the vote was:		
AYES:			
N. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1.			
NAYS:			

introduced the following Resolution entitled

Whereupon, the Mayor declared the following Resolution duly adopted:

Council Member

RESOLUTION

RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE NE 62ND ST. RCB OVER TRIB. TO FOUR MILE CREEK

WHEREAS, on the <u>4th</u> day of <u>March</u>, 2024, plans, specifications, form of contract and estimate of cost were filed with the Clerk for the construction of certain public improvements described in general as the NE 62nd St. RCB Over Trib. to Four Mile Creek; and

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

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

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

PASSED AND APPROVED this 1st day of April, 2024.

	Mayor	
ATTEST:		
City Clerk		



REC'D & FILED BY CITY COUNCIL 4-1-24

BID LETTING

10:30 A.M.

MARCH 26, 2024

NE 62ND STREET RCB OVER TRIB. TO FOUR MILE CREEK

The purpose of this meeting is to receive, open and tabulate bids for construction of the NE 62^{nd} Street RCB Over Trib. To Four Mile Creek project in accordance with the Plans and Specifications prepared by Kirkham Michael.

Don Clark, Municipal Utilities Director

		Project Estimate of Cost \$ 792	,414-	
	Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (none) Acknowledged
*	1)	Gus Construction Co Inc. LODE McPherson St		
	2)	Casey IA 50048-007 Nagel Construction LC 2601 140+11 St Allerton IA 50008	\$637,885.40	
	3)		· · · · · · · · · · · · · · · · · · ·	
	4)		· .	
	5)			
	6)			. ~
		· · · · · · · · · · · · · · · · · · ·		

^{*}Apparent Low Bidder

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

Bids will be reviewed and further action taken by the City Council at their next regular meeting of April 1, 2024 at 5:30 P.M.

ATTEST:

Don Clark, Municipal Utilities Director

Diane Klemme, Deputy City Clerk

I hereby certify that this is a true and correct bid tabulation of bids received on March 26, 2024 for the NE 62nd St over Trib. to Fourmile Creek RCB Culvert project in Ankeny, IA.

Tabulation of Bids

City of Ankeny

Andrew Putz, P.E. License No. 26403 Date 3/26/2024



Bid Date is	Tuesday, March 26, 2024			E	Engineer's Op	pinio	n of Cost	GUS (CONSTR	UCTION CO.		NAGEL CONS	STRU	CTION				
	Item	Units	Quantity	,	Unit Price		Subtotal	Ur	nit Price	Subtota	ı	Unit Price		Subtotal	Unit Price	Subtotal	Unit Price	Subtota
	Clearing, Excavation, & Embankment																	
2.1	CLEARING AND GRUBBING	LS	1	\$	5,000.00	\$	5,000.00	\$	500.00	\$ 500.00	\$	1,500.00	\$	1,500.00		\$ -		\$ -
2.2	EXCAVATION, CLASS 10 (ON-SITE)	CY	100	\$	25.00	\$	2,500.00	\$	5.00	\$ 500.00	\$	10.00	\$	1,000.00		\$ -		\$ -
Division 4 -	Sewer & Drains																	
Division 5 -	Water Mains & Appurtenances																	
	Structures for Sanitary and Storm Sewers																	
	Streets & Related Work																	
Division 8 -	Traffic Control / Signalization																	
	Site Work and Landscaping																	
	CONVENTIONAL SEEDING, FERT AND MULCH, T 2	AC	1.9	Ψ	1,700.00	\$	3,230.00	\$ 1,	,500.00	\$ 2,850.00	\$	1,500.00	\$	2,850.00		\$ -		\$ -
	WATTLES	LF	500		5.00		2,500.00	\$	2.00	\$ 1,000.00		2.00	\$	1,000.00		\$ -		\$ -
	WATTLES, REMOVAL OF DEVICE	LF	500	\$	1.00	\$	500.00	\$	0.10			0.25	\$	125.00		\$ -		\$ -
	SILT FENCE	LF	1300	\$	2.50	\$	3,250.00	\$	1.75	\$ 2,275.00		1.70	\$	2,210.00		\$ -		\$ _
9.5	SILT FENCE, REMOVAL OF DEVICE	LF	1300	\$	0.25	\$	325.00	\$	0.10	\$ 130.00	\$	0.25	\$	325.00		\$ -		\$ -
9.6	STABILIZED CONSTRUCTION ENTRANCE	TON	50	\$	50.00	\$	2,500.00	\$	40.00	\$ 2,000.00	\$	60.00	\$	3,000.00		\$ -		\$ -
9.7	EROSION CONTROL AND MULCHING, HYDROMULCHING, BF	AC	1.9	\$	4,000.00	\$	7,600.00	\$ 3,	,500.00	\$ 6,650.00	\$	2,500.00	\$	4,750.00		\$ -		\$ -
Division 11	- Miscellaneous																	
	MOBILIZATION	LS	1	\$	50,000.00		50,000.00		,000.00	\$ 7,000.00		35,000.00	\$	35,000.00		\$ -		\$ -
11.2	CONCRETE WASHOUT	LS	1	\$	5,000.00	\$	5,000.00	\$ 1,	,200.00	\$ 1,200.00	\$	2,000.00	\$	2,000.00		\$ -		\$ -
Division 12																		
	SPECIAL BACKFILL	CY	200	\$	85.00	\$	17,000.00	\$	65.00	\$ 13,000.00	\$	48.00	\$	9,600.00		\$ -		\$ -
	EXCAVATION, CLASS 10, CHANNEL	CY	475		20.00	\$	9,500.00	\$	6.00	\$ 2,850.00	\$	7.00	\$	3,325.00		\$ -		\$ -
	COMPACTING BACKFILL ADJACENT TO BRIDGES, CULVERT	CY	310		30.00	\$	9,300.00	\$	12.00	\$ 3,720.00	\$	8.00	\$	2,480.00		\$ -		\$ -
	COMPACTION WITH MOISTURE CONTROL	CY	1240	\$	3.00		3,720.00	\$	2.00	\$ 2,480.00		8.00	\$	9,920.00		\$ -		\$ -
	REMOVAL OF EXISTING STRUCTURES	LS	1	\$	10,000.00	\$	10,000.00	\$ 2,	,100.00			2,000.00	\$	2,000.00		\$ -		\$ -
	FLOODED BACKFILL	CY		\$	100.00	\$	5,500.00	\$	50.00	\$ 2,750.00	\$	90.00	\$	4,950.00		\$ -		\$ -
	EXCAVATION, CLASS 20	CY	2232		25.00	\$	55,800.00	\$	7.80	,		12.00		26,784.00		\$ -		\$ -
	STRUCTURAL CONCRETE (RCB CULVERT)	CY	596	\$			372,500.00	\$		\$ 262,240.00	\$	600.00		57,600.00		\$ -		\$ -
	REINFORCING STEEL	LB	89366	\$	1.80	\$	160,858.80	\$		\$ 100,089.92	\$	1.40	\$ 1	25,112.40		\$ -		\$ -
	TEMPORARY STREAM DIVERSION	EACH	1	\$	10,000.00	\$	10,000.00	\$ 3,	,500.00	\$ 3,500.00		3,000.00	\$	3,000.00		\$ -		\$ -
	SUBDRAIN, PERFORATED PLASTIC PIPE, 4 IN. DIA.	LF	374		20.00	\$	7,480.00	\$	2.20	\$ 822.80		4.00	\$	1,496.00		\$ -		\$ -
	ENGINEERING FABRIC	SY	480		6.00		2,880.00	\$	2.90	\$ 1,392.00		3.00	\$	1,440.00		\$ -		\$ -
	REVETMENT, CLASS D	TON	341		85.00		28,985.00		49.00			68.00		23,188.00		\$ -		\$ -
12.14	FENCE, CHAIN LINK, VINYL COATED	LF	132.3	\$	150.00	\$	19,845.00	\$	92.98	\$ 12,301.25	\$	100.00	\$	13,230.00		\$ -		\$ -
	Total Base Bid (Items 2.1 through 12.14)					\$	795,773.80			\$ 465,519.57			\$ 6	37,885.40		\$ -		\$ -
			Bid Bond						X			X	(
			Addendum						X			X	′					

"RESOLUTION MAKING	introduced the following Resolution entitled AWARD OF CONSTRUCTION CONTRACT FOR THE NE 62ND FOUR MILE CREEK", and moved:
that the Resolution	be adopted.
therefore defer ac	mit the Engineer to review and make recommendation on said bids, stion on the Resolution to the meeting to be held at
	seconded the motion to adopt. The roll was
called, and the vote was:	
AYES:	
NAYS:	
Whereupon, the May	yor declared the following Resolution duly adopted:
	RESOLUTION
	ON MAKING AWARD OF CONSTRUCTION FOR THE NE 62ND ST. RCB OVER TRIB. TO ECREEK
BE IT RESOLVED IOWA:	BY THE CITY COUNCIL OF THE CITY OF ANKENY, STATE OF
described in general as the N and specifications heretofore	following bid for the construction of certain public improvements IE 62nd St. RCB Over Trib. to Four Mile Creek, described in the plans e adopted by this Council on April 1, 2024, be and is hereby accepted, esponsive, responsible bid received for such work, as follows:
Contractor:	Gus Construction Co., Inc. of Casey, Iowa
Amount of bid:	\$465,519.57
Portion of project:	All construction work

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

PASSED AND APPROVED this 1st day of April, 2024.

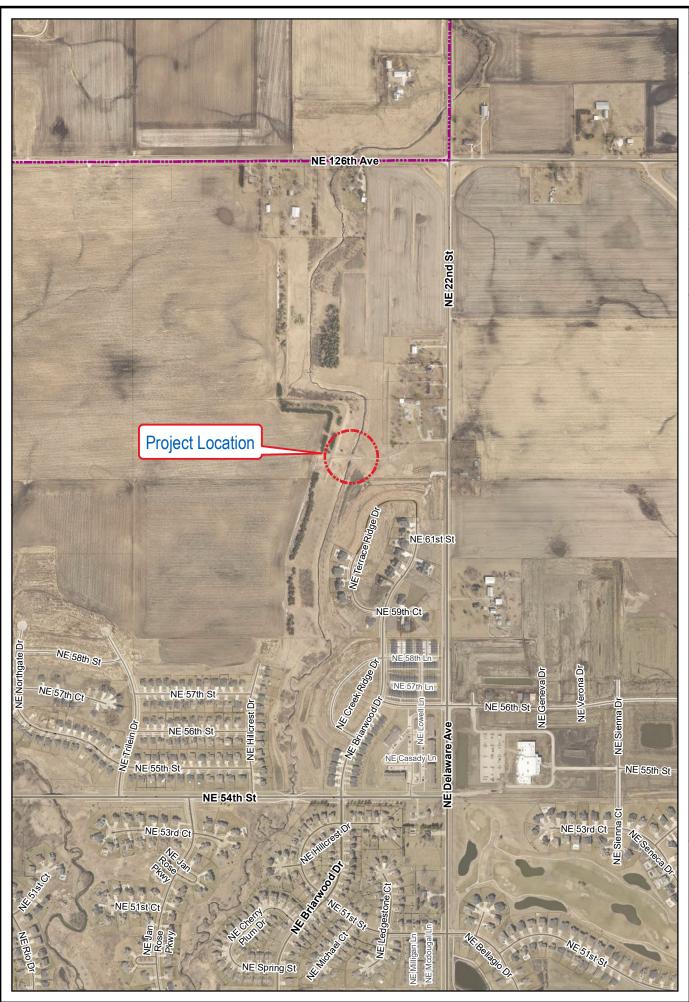
	Mayor	
ATTEST:		
City Clerk		

"RESOLUTION APPROV 62ND ST. RCB OVER TI	introduced the following Resolution entitled ING CONSTRUCTION CONTRACT AND BOND FOR THE NE RIB. TO FOUR MILE CREEK", and moved its adoption. Council seconded the motion to adopt. The roll was called, and the vote
AYES:	
NAYS:	
Whereupon, the Ma	yor declared the following Resolution duly adopted:
	RESOLUTION
	ON APPROVING CONSTRUCTION CONTRACT O FOR THE NE 62ND ST. RCB OVER TRIB. TO E CREEK
BE IT RESOLVED IOWA:	BY THE CITY COUNCIL OF THE CITY OF ANKENY, STATE OF
construction of certain publ Trib. to Four Mile Creek,	on contract and bond executed and insurance coverage for the lic improvements described in general as the NE 62nd St. RCB Over and as described in detail in the plans and specifications heretofore been signed by the Mayor and Clerk on behalf of the City be and the is follows:
Contractor:	Gus Construction Co., Inc. of Casey, Iowa
Amount of bid:	\$465,519.57
Bond surety:	
Date of bond:	
Portion of project:	All construction work

PASSED AND APPROVED this $\underline{\mathbf{1^{st}}}$ day of $\underline{\mathbf{April}}$, 2024.

	Mayor	
ATTEST:		
City Clerk		





CONTRACT

THIS CONTRACT, made and entered into at Ankeny, Iowa this 1st day of April, 2024, by and between the City of Ankeny, Iowa by its Mayor, upon order of its City Council hereinafter called the "Jurisdiction," and Gus Construction Co., Inc., hereinafter called the "Contractor."

WITNESSETH:

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

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

NE 62nd St. RCB for Trib. to Fourmile Creek

This project is for the extension of the future NE 62nd St. The project is located on the North side of Ankeny just west of NE 22nd St. between NE 118th Ave. and NE 126 Ave. The construction improvements include construction of a Twin 12' x 10' x 154' reinforced concrete box culvert. Other work items include mobilization, excavation, fencing, revetment, erosion control, and surface restoration. The construction of the future roadway and embankment are not a part of this project.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of <u>Four Hundred Sixty-Five Thousand</u>, <u>Five Hundred Nineteen Dollars and Fifty-Seven Cents</u>. (\$465,519.57), which amount shall constitute the required amount of the Performance, Payment, and Maintenance Bond. The Contractor hereby agrees to commence work under this Contract on or before a date to be specified in a written Notice to Proceed by the Jurisdiction; and to complete the project as described in the Notice to Bidders and Notice of Public Hearing as noted below:

The Contractor shall fully complete the overall project within sixty-five (65) working days. Full completion for the overall project shall be defined as all work items including site restoration and punch list items completed, and all improvements ready for final acceptance. Should the Contractor fail to fully complete the work in this timeframe, liquidated damages of Eight Hundred Dollars (\$800.00) per calendar day will be assessed for work not fully completed within the designated Contract term(s).

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

JURISDICTION:	CONTRACTOR:
ByMark E. Holm, Mayor	Gus Construction Co., Inc. No SEA
(Seal) ATTEST:	By Jaffy Je Letter
	President
Michelle Yuska, City Clerk	Title
	606 McPherson Street
	Street Address
	Casey, IA 50048
	City, State, Zip Code
	641-746-2229
	Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. <u>All Contractors:</u> The Contractor shall enter its Public Registration Number <u>C 0 9 5 6 - 1 2</u> issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.

2. Out-of-State Contractors:

- A. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of five thousand dollars in value in Iowa, shall file a bond with the Division of Labor Services of the Iowa Department of Workforce Development. It is the contractor's responsibility to comply with said Section 91C.7 before commencing this work.
- B. Prior to entering into contract, the designated low bidder, if it is a corporation organized under the laws of a state other than Iowa, shall file with the Engineer a certificate from the Secretary of the State of Iowa showing that it has complied with all the provisions of Chapter 490 of the Iowa Code, or as amended, governing foreign corporations.

NOTE:

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

State of 10WA GUTHRIE County) On this <u>27</u> day of <u>MARCH</u>, 20<u>24</u>, before me, the undersigned, a Notary Public in and for the State of <u>IOWA</u>, personally appeared <u>JEFFREY J OCHELTREE</u> _____, to me known, who, being by me duly sworn, did say that they are the PRESIDENT _____, and _____, respectively, of the corporation executing the foregoing instrument; that (no seal has been procured by) (the seal affixed thereto is the seal of) the corporation; that said instrument was signed (and sealed) on behalf of the corporation by authority of this Board of Directors; that <u>JEEFREY JOCHELTREE</u> acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed. STACI WISSNER Commission Number 223357 My Commission Expires July 15, 2026 Notary Public in and for the State of 10W+ My commission expires July 15 PARTNERSHIP ACKNOWLEDGMENT County) On this _____ day of _____, 20___, before me, the undersigned, a Notary Public in and for the State of ______, personally appeared ______ to me personally known, who being by me duly sworn, did say that the person is one of the partners of a partnership, and that the instrument was signed on behalf of the partnership by authority of the partners and the partner acknowledged the execution of the instrument to be the voluntary act and deed of the partnership by it and by the partner voluntarily executed. Notary Public in and for the State of _____ My commission expires _______, 20____

CORPORATE ACKNOWLEDGMENT

INDIVIDUAL ACKNOWLEDGMENT State of ______) SS On this ______ day of _______, 20____, before me, the undersigned, a Notary Public in and for the State of ______, personally appeared ______ , to me known to be the identical person(s) named in and who executed the foregoing instrument, and acknowledged that (he) (she) (they) executed the instrument as (his) (her) (their) voluntary act and deed. Notary Public in and for the State of My commission expires , 20 LIMITED LIABILITY COMPANY ACKNOWLEDGMENT On this _____ day of _______, 20____, before me a Notary Public in and for said county, personally appeared _______, to me personally known, who being by me duly sworn did say that person is _______, of said _______, that (the seal affixed to said instrument is the seal of said OR no seal has been procured by the said) and that said instrument was signed and sealed on behalf of the said ______, by authority of its managers and the said ______ acknowledged the execution of said instrument to be the voluntary act and deed of said ______, by it voluntarily executed. Notary Public in and for the State of _____ My commission expires ________, 20_

CONTRACT ATTACHMENT: BID ITEMS, QUANTITIES, AND PRICES

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

ITEM NO.	ITEM		TOTAL	UNIT PRICE	TOTAL PRICE
	EARTHWORK				
2.1	Clearing and Grubbing	LS	I	\$500.00	\$500.00
2.2	Excavation, Class 10 (On-Site)	CY	100	\$5.00	\$500.00
	SITE WORK AND LANDSCAPING				
9.1	Conventional Seeding, Seeding, Fertilizing, Mulch: Type 2 (Outside of ROW)	AC	1.9	\$1,500.00	\$2,850.00
9.2	Wattles	LF	500	\$2.00	\$1,000.00
9.3	Wattles, Removal of Device	LF	500	\$.10	\$50.00
9.4	Silt Fence	LF	1,300	\$1.75	\$2,275.00
9.5	Silt Fence, Removal of Device	LF	1,300	\$.10	\$130.00
9.6	Stabilized Construction Entrance	TON	50	\$40.00	\$2,000.00
9.7	Erosion Control Mulching, Hydro, BFM	AC	1.9	\$3,500.00	\$6,650.00
	MISCELLANEOUS				
11.1	Mobilization	LS	1	\$7,000.00	\$7,000.00
11.2	Concrete Washout	LS	1	\$1,200.00	\$1,200.00
	OTHER				
12.1	Special Backfill	CY	200	\$65.00	\$13,000.00
12.2	Excavation, Class 10, Channel	CY	475	\$6.00	\$2,850.00
12.3	Compacting Backfill Adjacent to Bridges, Culverts or Structures	CY	310	\$12.00	\$3,720.00
12.4	Compaction with Moisture Control	CY	1,240	\$2.00	\$2,480.00
12.5	Removal of Existing Structure	LS	1	\$2,100.00	\$2,100.00
12.6	Flooded Backfill	CY	55	\$50.00	\$2,750.00
12.7	Excavation, Class 20	CY	2,232	\$7.80	\$17,409.00
12.8	Structural Concrete (RCB Culvert)	CY	596.0	\$440.00	\$262,240.00
12.9	Reinforcing Steel	LBS	89,366	\$1.12	\$100,089.92

12.10	Temporary Stream Diversion	Ls	1	\$3,500.00	\$3,500.00
12.11	Subdrain, Perforated Plastic Pipe, 4in. Dia.	LF	374	\$2.20	\$822.80
12.12	Engineering Fabric	SY	480	\$2.90	\$1,392.00
12.13	Revetement, Class D	TON	341	\$49.00	\$16,709.00
12.14	Fence, Chain Link, Vinyl Coated	LF	132.3	\$92.98	\$12,301.25

TOTAL AMOUNT BID =

\$ 465,519.57

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, Gus Construction Co., Inc., as Principal (hereinafter the "Contractor" or "Principal") and Employers Mutual Casualty Company, as Surety, are held and firmly bound unto the City of Ankeny, Iowa, as Obligee, (hereinafter referred to as the "Jurisdiction"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of Four Hundred Sixty-Five Thousand, Five Hundred Nineteen Dollars and Fifty-Seven Cents. (\$465,519.57), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives, and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Jurisdiction, bearing date the <u>1st</u> day of <u>April</u>, 2024, (hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvement:

NE 62nd St. RCB for Trib. to Fourmile Creek

This project is for the extension of the future NE 62nd St. The project is located on the North side of Ankeny just west of NE 22nd St. between NE 118th Ave. and NE 126 Ave. The construction improvements include construction of a Twin 12' x 10' x 154' reinforced concrete box culvert. Other work items include mobilization, excavation, fencing, revetment, erosion control, and surface restoration. The construction of the future roadway and embankment are not a part of this project.

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

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

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

- 2. PAYMENT: The Contractor and the Surety on this Bond are hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the Jurisdiction is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.
- 3. MAINTENANCE: The Contractor and the Surety on this Bond hereby agree, at their own expense:
 - A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of **four (4)** years from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;
 - B. To keep all work in continuous good repair; and
 - C. To pay the Jurisdiction's reasonable costs of monitoring and inspecting to assure that any defects are remedied, and to repair the Jurisdiction all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.
- 4. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:
 - A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;
 - B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than 20% of the total contract price, and that this Bond shall then be released as to such excess increase; and
 - C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.
 - D. That no provision of this Bond or of any other contract shall be valid which limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.

PPM-2

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

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

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

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

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

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

Witness our hands, in triplicate, this1st			day of	April	, 20 <u></u>
	PRINCIPAL:		SUR	RETY:	
	Gus Construction Co., Inc.		Empl	loyers Mutual Casualty Comp	any (Chill)
Ву	Contractor Signature		Ву Д	Surety Company Signature Attorney-in-F	act Officer
	TREASUREIT		Jami	e Gifford, Attorney-in-Fact	
	Title			Printed Name of Attorn	ey-in-Fact Officer
			Holm	nes, Murphy and Associates L	LC
				Company Name	
			2727	Grand Prairie Parkway	
			,	Company Address	
			Wau	kee, IA 50263	
			-	City, State, Zip Code	
			(515) 223-6800	
			-	Company Telephone No	umber

NOTE:

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



P.O. Box 712 • Des Molnes, Iowa 50306-0712

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

- 1. Employers Mutual Casualty Company, an Iowa Corporation
- 2. EMCASCO Insurance Company, an Iowa Corporation
- 3. Union Insurance Company of Providence, an Iowa Corporation

- 4. Illinois EMCASCO Insurance Company, an Iowa Corporation
- 5. Dakota Fire Insurance Company, a North Dakota Corporation
- 6. EMC Property & Casualty Company, an lowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

CRAIG E. HANSEN, BRIAN M. DEIMERLY, JAY D. FREIERMUTH, TIM MCCULLCH, CINDY BENNETT, ANNE CROWNER, DIONE R. YOUNG, Seth D. Rooker, Jennifer Marino, Ben Williams, Sara Huston, Kata Zanders, John Cord, Joe Tieman, Jamie Gifford, Lukas Schröder

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the Surety Bond:

In an amount not exceeding Ten Million Dollars\$10,000,000.00

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

The authority hereby granted shall expire October 10th 2025 unless sooner revoked.

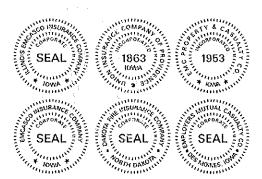
AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999;

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon this Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this

22nd day of September, 2022.



KATHY LOVERIDGE
Commission Number 780769
My Commission Expires
October 10, 2025

Scott R. Jean, President & CEO of Company 1; Chairman, President & CEO of Companies 2, 3, 4, 5 & 6 Todd Strother, Executive Vice President Chief Legal Officer & Secretary of Companies 1, 2, 3, 4, 5 & 6

On this 22nd day of September, 2022 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2025.

Notary Public in and for the State of Iowa

CERTIFICATE

I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 22nd day of September, 2022, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this __1st__day of

April

, <u>2024</u>.

Vice President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/26/2024

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

If SUBROGATION IS WAIVED, subject to the terms and conditions of this certificate does not confer rights to the certificate holder in lieu of	the policy, certain policies may require an e	ndorsement. A statement on			
PRODUCER	CONTACT FILL OLD				
Holmes Murphy & Associates	PHONE FAT COLUMN FAX				
2727 Grand Práirie Parkway Waukee IA 50263	(A/C, No, Ext): 515-381-7443 (A/C, No): E-MAIL				
VVaukee IA 30203					
	INSURER(S) AFFORDING COVERAGE				
INSURED GUSCOI	INSURER A : Middlesex Insurance Company 2343				
Gus Construction Co., Inc.	INSURER B:				
606 McPherson Street P.O. Box 77	INSURER C:				
Casey, IA 50048	INSURER D:				
	INSURER E :				
COVERAGE	INSURER F:				
COVERAGES CERTIFICATE NUMBER: 16305890					
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITI CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFOE EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE INSURANCE INSURANCE POLICY NUMBER INSURANCE I	N OF ANY CONTRACT OR OTHER DOCUMENT N RDED BY THE POLICIES DESCRIBED HEREIN IS /E BEEN REDUCED BY PAID CLAIMS.	WITH RESPECT TO WHICH THIS SUBJECT TO ALL THE TERMS,			
LTR TYPE OF INSURANCE INSD WVD POLICY NUMBE	POLICY EFF POLICY EXP (MM/DD/YYYY)	LIMITS			
	7/1/2023 7/1/2024 EACH OCCUR	RENCE \$1,000,000			
CLAIMS-MADE X OCCUR	DAMAGE TO R PREMISES (Es	occurrence) \$ 100,000			
	MED EXP (Any	one person) \$5,000			
	PERSONAL & A	ADV INJURY \$ 1,000,000			
GEN'L AGGREGATE LIMIT APPLIES PER:	GENERAL AGO				
POLICY X PRO- X LOC OTHER:	PRODUCTS - C	COMP/OP AGG \$2,000,000 \$			
A AUTOMOBILE LIABILITY A0198030001	7/1/2023 7/1/2024 COMBINED SII (Ea accident)	NGLE LIMIT \$ 1,000,000			
X ANY AUTO	BODILY INJUR	Y (Per person) \$			
OWNED SCHEDULED AUTOS ONLY AUTOS		Y (Per accident) \$			
X HIRED X NON-OWNED AUTOS ONLY	PROPERTY DA	•			
AUTOS ONL! AUTOS ONL!	(Per accident)	s			
A X UMBRELLALIAB X OCCUR A0198030006	7/1/2023 7/1/2024 EACH OCCUR	,			
EXCESS LIAB CLAIMS-MADE	ENOTOGON	\$5,000,000			
DED RETENTION\$	AGGREGATE				
A WORKERS COMPENSATION A0198030005	7/1/2023 7/1/2024 X PER STATUTE	S OTH-			
AND EMPLOYERS' LIABILITY ANYOPODRIETOR/DARTHER/EVECUTIVE Y/N					
OFFICER/MEMBER EXCLUDED? (Mandatory In NH)	E.L. EACH ACC				
If yes, describe under		-EA EMPLOYEE \$ 500,000			
DÉSCRIPTION OF OPERATIONS below A Leased/Rented Equipment A01980300031	7/1/2023 7/1/2024 Per item	POLICY LIMIT \$ 500,000 500,000			
7,0130000001	7772024	000,000			
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Sci RE: NE 62nd st. RCB for Trib. to Fourmile Creek The City of Ankeny is an Additional Insured on General Liability as required to		ns and conditions.			
CERTIFICATE HOLDER	CANCELLATION				
City of Ankeny 410 W. First Street	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.				
Ankeny IA 50023 USA	Kau Cooling				



ANKENY CITY COUNCIL

City Council Agenda

April 1, 2024 5:30 PM

Mark Holm, Mayor Bobbi Bentz, Mayor Pro tem

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

ORIGINATING DEPARTMENT:	COUNCIL GOAL:		
Municipal Utilities	Upgrade Essential Infrastructure		
ACTION REQUESTED: Public Hearing			
LEGAL: Item Reviewed by Legal Counsel			
SUB	JECT:		
PH 2024-23: Proposed 2024 CIPP Lining Project			

EXECUTIVE SUMMARY:

2024 CIPP Lining Project

This project includes cured in place pipe (CIPP) slip lining existing sanitary sewer collection mains in various neighborhoods within the City of Ankeny.

The construction improvements include minor traffic control, establishing a Public Information and Notification Program, cleaning, video inspection, service and obstruction locating, establishing and executing a sewage bypassing plan, removing obstructions by trenchless methods, verifying all sanitary sewer service reconnections, cleanup and miscellaneous associated work necessary to complete the project.

The bid opening for this project was held on Tuesday, March 26, 2024. Five (5) bids were received as

follows:

1. Municipal Pipe Tool Co., LLC \$576,482.50

2. SAK Construction, LLC \$656,987.00

3. Hydro-Klean \$600,507.30

4. Insituform Technologies \$684,194.73

4. Visu-Sewer \$654,895.40

The Engineer's Estimate for the project was \$500,603.00. The bids ranged from approximately 15.16% to 36.67% above the estimate. The City reviewed the bid results internally and followed up with the low bidder. Municipal Pipe Tool Co., LLC has previously completed projects like this for the City of Ankeny. They have completed other similar jobs within the metro including projects for the Cities of West Des Moines, Clive, and Urbandale, and have the expertise to complete this project as well. It is recommended that the project be awarded to Municipal Pipe Tool Co., LLC of Hudson, Iowa.

Pending project approval and award by the City Council, the contractor will be required to start the project within 10 calendar days after the date set forth in the written Notice to Proceed, (expected start date no later than June 1, 2024), and will have until January 31, 2025 to fully complete the project.

FISCAL IMPACT: No

This project is included in the 2024 - 2028 CIP program through the 2024 Sanitary Sewer Maintenance Fund Program.

CITY MANAGER'S RECOMMENDATIONS:

- 1. Hold a hearing on the proposed Contract Documents (plans, specifications and form of contract) and estimated cost (\$500,603.00).
- 2. Approve Resolution, adopting said plans, specifications, form of contract and estimated cost for the **2024 CIPP Lining Project**.
- 3. Receive and file the report of bids received on March 26, 2024.
- 4. Approve Resolution, making award of construction contract to Municipal Pipe Tool Co., LLC of Hudson, Iowa.
- 5. Approve Resolution, approving contract and bonds with Municipal Pipe Tool Co., LLC in the amount of \$576,482.50.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

March 4, 2024: The City Council approved a Resolution ordering construction and setting the bid opening date as March 26, 2024 and setting the public hearing date as April 1, 2024.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to close Public Hearing 2024-23.

ADDITIONAL INFORMATION:

ATTACHMENTS:

ck to download	
PH Coversheet	
RES - plans, specs	
Bid Sheet	
Final Bid Tab	
RES - making award	
RES - approving contract	
<u>Location Map</u>	
Contract	



PUBLIC HEARING 2024-23

5:30 P.M.

APRIL 1, 2024

PROPOSED 2024 CIPP LINING PROJECT

Mayor:

This is the time and place for a public hearing on the matter of the adoption of plans, specifications, form of contract and estimate of cost for construction of certain public improvements described in general as construction of the 2024 CIPP Lining project. Notice of this hearing was published in the Des Moines Register on the 15th day of March, 2024.

Mayor:

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

City Clerk:

None in the Clerk's Office.

Mayor:

"I would like to request, at this time, Don Clark, Municipal Utilities Director, provide a report to the Council on said project."

After Report:

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

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

□ Consider **MOTION** to close Public Hearing 2024-23.

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

	_ introduced the following resolution entitled
"RESOLUTION ADOPTING PLANS, SPECIA	FICATIONS, FORM OF CONTRACT AND
ESTIMATE OF COST FOR THE 2024 CIPP LI	NING PROJECT", and moved that the same be
adopted. Council Member	seconded the motion to adopt. The roll was
called, and the vote was:	
AYES:	
27.1770	
NAYS:	

introduced the following Resolution entitled

Whereupon, the Mayor declared the following Resolution duly adopted:

Council Member

RESOLUTION

RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE 2024 CIPP LINING PROJECT

WHEREAS, on the $\underline{4^{th}}$ day of \underline{March} , 2024, plans, specifications, form of contract and estimate of cost were filed with the Clerk for the construction of certain public improvements described in general as the 2024 CIPP Lining Project; and

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

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

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

PASSED AND APPROVED this 1st day of April, 2024.

	Mayor	
ATTEST:		
City Clerk		



REC'D & FILED BY CITY COUNCIL 4-1-24

BID LETTING

10:30 A.M.

MARCH 26, 2024

2024 CIPP LINING PROJECT

The purpose of this meeting is to receive, open and tabulate bids for construction of the 2024 CIPP Lining Project in accordance with the Plans and Specifications prepared by City of Ankeny Public Works.

Don Clark, Municipal Utilities Director

		Project Estimate of Cost \$_5	00,603-	
	Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (none) Acknowledged
*	1)	Municipal Pipe Tool G 515 Fifth St- POBox Hudson, IA 50643	398	
		SAK Construction, W. 864 Hoff Road O'Fallon, Mo 63366	2	
	3)	Hydro-Klean UC 333 NW 49th Pl Des Moines, IA 503	\$600,507. ³⁰ 313	
	4)	Insituform Technolog 580 Goddard Ave Chesterfield, Mo le		
	5)	Vish. Sewer, UC W230 N4855 Betk Pewankee, WI 53		
	6)			

^{*}Apparent Low Bidder

Bidder/Address	Bid Amount	Addenda (none) Acknowledged
	· .	
	· 	

P.M.

ATTEST:

Don Clark, Municipal Utilities Director

Diane Klemme, Deputy City Clerk

City of Ankeny **Municipal Utilities Department** 2024 - Cured In Place Pipe Lining Project BID TABULATION

March 26, 2024

			E	ngineer's Esti	imate	М	unicipal Pipe	Tool	SAF	Construction	n, LLC
No.	Item Description	Unit	Quantity	Unit Price	Total	Quantity	Unit Price	Total	Quantity	Unit Price	Total
4.01	6" CIPP Lining	LF	232	\$30.00	\$6,960.00	232	\$46.25	\$10,730.00	232	\$51.00	\$11,832.00
4.02	8" CIPP Lining	LF	12,648	\$28.00	\$354,144.00	12,648	\$33.25	\$420,546.00	12,648	\$35.75	\$452,166.00
4.03	10" CIPP Lining	LF	1,963	\$33.00	\$64,779.00	1,963	\$41.50	\$81,464.50	1,963	\$46.00	\$90,298.00
4.04	12" CIPP Lining	LF	721	\$70.00	\$50,470.00	721	\$52.00	\$37,492.00	721	\$71.00	\$51,191.00
4.05	Building Sanitary Sewer Service Reconnection	EA	275	\$70.00	\$19,250.00	275	\$50.00	\$13,750.00	275	\$100.00	\$27,500.00
8.01	Traffic Control	LS	1	\$5,000.00	\$5,000.00	1	\$12,500.00	\$12,500.00	1	\$24,000.00	\$24,000.00
	Total Bid =				\$500,603.00			\$576,482.50			\$656,987.00
				Hydro-Klea	n	Insit	tuform Techn	ologies		Visu-Sewer	
No.	Item Description	Unit	Quantity	Hydro-Klea Unit Price	n Total	Inside Quantity	tuform Techn	ologies Total	Quantity	Visu-Sewer	Total
4.01	6" CIPP Lining	Unit LF	Quantity 232			Quantity					
4.01 4.02	6" CIPP Lining 8" CIPP Lining		,	Unit Price	Total	Quantity	Unit Price	Total	232	Unit Price	Total
4.01 4.02	6" CIPP Lining	LF	232	Unit Price \$50.00	Total \$11,600.00	Quantity 232	Unit Price \$50.39	Total \$11,690.48	232 12,648	Unit Price \$66.00	Total \$15,312.00
4.01 4.02 4.03	6" CIPP Lining 8" CIPP Lining	LF LF	232 12,648	\$50.00 \$34.50	Total \$11,600.00 \$436,356.00	232 12,648 1,963	\$50.39 \$41.31	Total \$11,690.48 \$522,488.88	232 12,648 1,963	\$66.00 \$38.40	Total \$15,312.00 \$485,683.20

\$27,480.00

LS

Total Bid =

8.01 Traffic Control

1

\$27,480.00

\$600,507.30

1

\$3,875.00

\$3,875.00

\$684,194.73

1

\$4,500.00

\$654,895.40

\$4,500.00

	introduced the following Resolution entitled AWARD OF CONSTRUCTION CONTRACT FOR THE 2024 CIPP loved:
that the Resolution	be adopted.
therefore defer ac	mit the Engineer to review and make recommendation on said bids, etion on the Resolution to the meeting to be held at, 2024, at this place.
Council Member called, and the vote was:	seconded the motion to adopt. The roll was
AYES:	
NAYS:	
Whereupon, the May	yor declared the following Resolution duly adopted:
	RESOLUTION
	ON MAKING AWARD OF CONSTRUCTION FOR THE 2024 CIPP LINING PROJECT
BE IT RESOLVED I	BY THE CITY COUNCIL OF THE CITY OF ANKENY, STATE OF
described in general as the heretofore adopted by this C	following bid for the construction of certain public improvements 2024 CIPP Lining Project, described in the plans and specifications council on April 1, 2024, be and is hereby accepted, the same being the ble bid received for such work, as follows:
Contractor:	Municipal Pipe Tool Co., LLC of Hudson, Iowa
Amount of bid:	\$576,482.50
Portion of project:	All construction work

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

PASSED AND APPROVED this 1st day of April, 2024.

	Mayor	
ATTEST:		
City Clerk		

CIPP LINING PROJECT",	introduced the following Resolution entitled NG CONSTRUCTION CONTRACT AND BOND FOR THE 2024 and moved its adoption. Council Member pt. The roll was called, and the vote was:						
AYES:							
NAYS:							
Whereupon, the May	yor declared the following Resolution duly adopted:						
RESOLUTION							
RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND FOR THE 2024 CIPP LINING PROJECT							
BE IT RESOLVED IOWA:	BY THE CITY COUNCIL OF THE CITY OF ANKENY, STATE OF						
construction of certain publi and as described in detail in	on contract and bond executed and insurance coverage for the c improvements described in general as the 2024 CIPP Lining Project, the plans and specifications heretofore approved, and which have been Clerk on behalf of the City be and the same are hereby approved as						
Contractor:	Municipal Pipe Tool Co., LLC of Hudson, Iowa						
Amount of bid:	\$576,482.50						
Bond surety:							
Date of bond:							
Portion of project:	All construction work						

PASSED AND APPROVED this $\underline{\mathbf{1^{st}}}$ day of $\underline{\mathbf{April}}$, 2024.

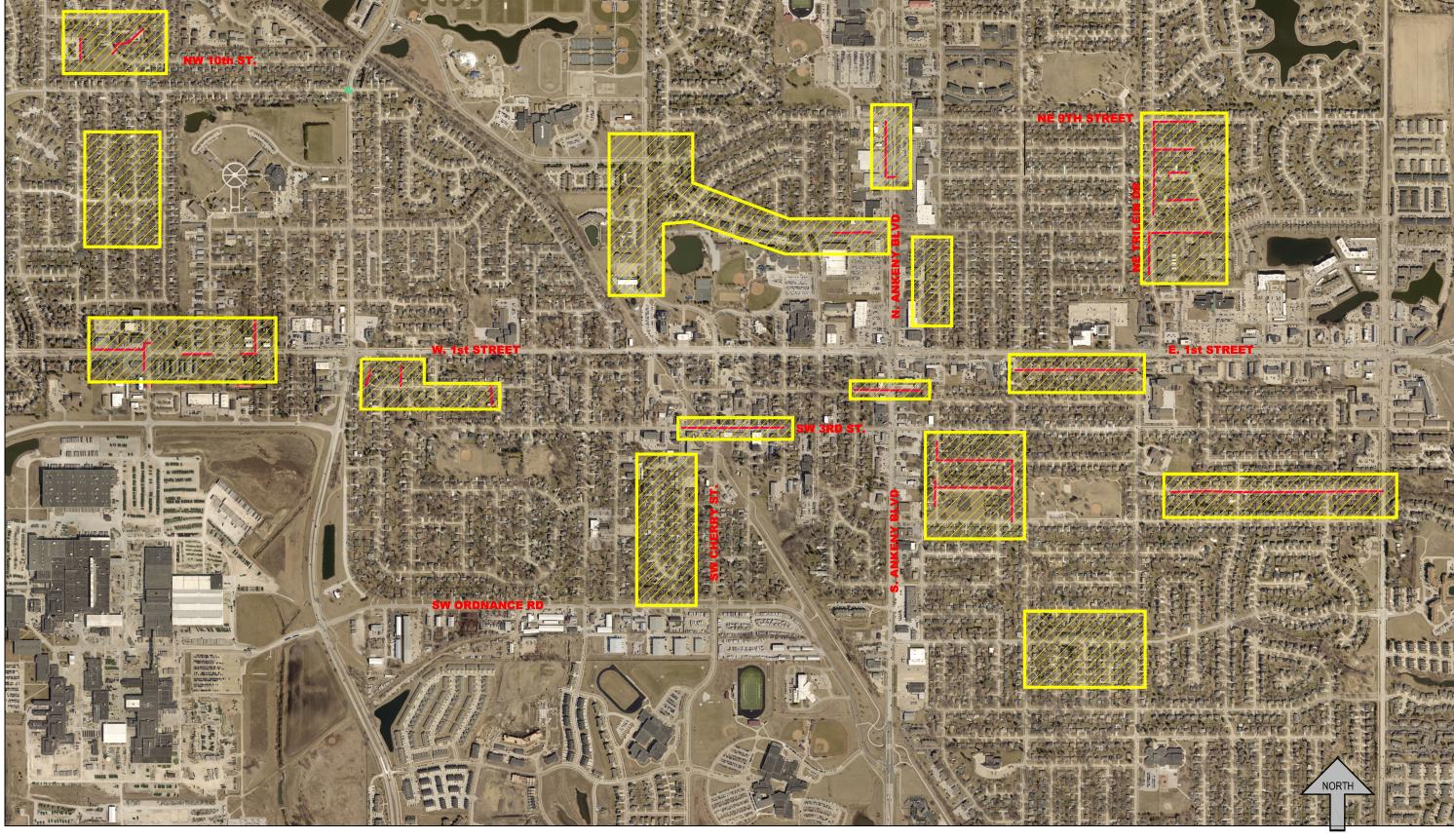
	Mayor	
ATTEST:		
City Clerk		



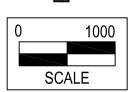
PROJECT

2024 CIPP LINING LOCATION MAP

SHEET



HATCHED AREAS INDICATE PROPOSED AREAS OF WORK



CONTRACT

THIS CONTRACT, made and entered	ed into at A	Ankeny, Iowa ti	his	1s	t	da	y of	
	April	_, 20_24			between			
Ankeny, Iowa by its Mayor, upon o	rder of its	City Council h	ereinaft	er call	ed the "Jur	isdict	ion," a	and
Municip	al Pipe To	ol Co., LLC			called the			

WITNESSETH:

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

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

2024 CIPP LINING PROJECT

This project includes cured in place pipe (CIPP) slip lining existing sanitary sewer collection mains in various neighborhoods within the City of Ankeny.

The construction improvements include minor traffic control, establishing a Public Information and Notification Program, cleaning, video inspection, service and obstruction locating, establishing and executing a sewage bypassing plan, removing obstructions including protruding taps by trenchless methods, verifying all sanitary sewer service reconnections, cleanup and miscellaneous associated work necessary to complete the project.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of FIVE HUNDRED SEVENTY SIX THOUSAND, FOUR HUNDRED EIGHTY TWO DOLLARS & FIFTY CENTS DOLLARS (\$576,482.50), which amount shall constitute the required amount of the Performance, Payment, and Maintenance Bond. The Contractor hereby agrees to commence work under this Contract on or before a date to be specified in a written Notice to Proceed by the Jurisdiction; and to complete the project as described in the Notice to Bidders and Notice of Public Hearing as noted below:

The Contractor shall fully complete the overall project no later than **January 31, 2025**. Full completion for the overall project shall be defined as all work including punch list items completed, and all improvements ready for final acceptance. Should the Contractor fail to fully complete the work in this timeframe, liquidated damages of **Five Hundred Dollars (\$500.00) per calendar day** will be assessed for work not fully completed within the designated Contract term(s).

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

JURISDICTION:		CONTRACTOR:
Mark E. Holm, Mayor (Seal) ATTEST:	Ву	Municipal Pipe Tool Co., LLC Contractor Signature
Michelle Yuska, City Clerk		Title 515 5th Street, PO BOX 398 Street Address
		Hudson, IA 50643 City, State, Zip Code 319-988-4205 Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. <u>All Contractors:</u> The Contractor shall enter its Public Registration Number <u>C 1 0 1 8 - 4 6</u> issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.

2. Out-of-State Contractors:

- A. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of five thousand dollars in value in Iowa, shall file a bond with the Division of Labor Services of the Iowa Department of Workforce Development. It is the contractor's responsibility to comply with said Section 91C.7 before commencing this work.
- B. Prior to entering into contract, the designated low bidder, if it is a corporation organized under the laws of a state other than Iowa, shall file with the Engineer a certificate from the Secretary of the State of Iowa showing that it has complied with all the provisions of Chapter 490 of the Iowa Code, or as amended, governing foreign corporations.

NOTE:

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

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

CORPORATE ACKNOWLEDGMENT

INDIVIDUAL ACKNOWLEDGMENT	
State of) SS	
) SS County)	
On this day of in and for the State of and	, 20, before me, the undersigned, a Notary Public, personally appeared, to me known to be the identical person(s) named in and who acknowledged that (he) (she) (they) executed the instrument as .
	Notary Dublic in and for the State of
	Notary Public in and for the State of
LIMITED LIABILITY COMPANY AC State of IOWA) SS	KNOWLEDGMENT
) SS BLACK HAWK County)	
that (the seal affixed to said instrument	, 2024, before me a Notary Public in and for said hat, to me personally known, who being by me of said Municipal Pipe Tool Co., LLC, is the seal of said OR no seal has been procured by the said, and that said instrument was signed and sealed on behalf of
the said Municipal Pipe Tool Co., LLC	by authority of its managers and the said
voluntary act and deed of said Municipal	acknowledged the execution of said instrument to be the Pipe Tool Co., LLC , by it voluntarily executed. COURTNY SCHUMACHER Notary Public in and for the State of IOWA
	My commission expires JULY 29 , 20 25
	COURTNY R SCHUMACHER Commission No.819100 My Commission Expires

CONTRACT ATTACHMENT: BID ITEMS, QUANTITIES, AND PRICES

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

ITEM NO.	ITEM	UNIT	TOTAL	UNIT PRICE	TOTAL PRICE	
	EARTHWORK		新			
4.01	6" CIPP Lining	LF	232	\$ 46.25	\$ 10,730.00	
4.02	8" CIPP Lining	LF	12,648	\$ 33.25	\$ 420,546.00	
4.03	10" CIPP Lining	LF	1,963	\$ 41.50	\$ 81,464.50	
4.04	12" CIPP Lining	LF	721	\$ 52.00	\$ 37,492.00	
4.05	Building Sanitary Service Reconnection	EA	275	\$ 50.00	\$ 13,750.00	
	TRAFFIC					
8.01	Traffic Control	LS	1	\$ 12,500.00	\$ 12,500.00	

TOTAL CONTRACT AMOUNT =

\$ 576,482.50

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, Municipal Pipe Tool Co., LLC , as Principal (hereinafter the
"Contractor" or "Principal") and Merchants Bonding Company (Mutual), as Surety, are held
and firmly bound unto the City of Ankeny, Iowa, as Obligee, (hereinafter referred to as the
"Jurisdiction"), and to all persons who may be injured by any breach of any of the conditions of this
Bond in the penal sum of * DOLLARS
(\$ \$576,482.50), lawful money of the United States, for the payment of which sum, well and truly to
be made, we bind ourselves, our heirs, legal representatives, and assigns, jointly or severally, firmly by
these presents. * Five Hundred Seventy-Six Thousand, Four Hundred Eighty-Two and 50/100
The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Jurisdiction, hearing date the
with the Jurisdiction, bearing date the day of, 20 24,
(hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following
described improvement:

2024 CIPP LINING PROJECT

This project includes cured in place pipe (CIPP) lining existing sanitary sewer collection mains in various neighborhoods within the City of Ankeny.

The construction improvements include minor traffic control, establishing a Public Information and Notification Program, cleaning, video inspection, service and obstruction locating, establishing and executing a sewage bypassing plan, removing obstructions including protruding taps by trenchless methods, verifying all sanitary sewer service reconnections, cleanup and miscellaneous associated work necessary to complete the project.

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

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

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

ured under the Contract and Contract Documents by all its mployees furnishing materials or providing labor in the



IMPORTANT

Enclosed bond and power of attorney forms are not dated. Date of the bond cannot be prior to the date of the Contract.

Please be sure to complete the forms using the date of the Contract when that is determined.

- 2. PAYMENT: The Contractor and the Surety on this Bond are hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the Jurisdiction is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.
- 3. MAINTENANCE: The Contractor and the Surety on this Bond hereby agree, at their own expense:
 - A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of **two (2)** years from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work:
 - B. To keep all work in continuous good repair; and
 - C. To pay the Jurisdiction's reasonable costs of monitoring and inspecting to assure that any defects are remedied, and to repair the Jurisdiction all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.
- 4. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:
 - A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;
 - B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than 20% of the total contract price, and that this Bond shall then be released as to such excess increase; and
 - C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.
 - D. That no provision of this Bond or of any other contract shall be valid which limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.

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

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

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

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

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

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

Witne	ess our hands, in triplicate, this day of	, 20 ²⁴ .
	PRINCIPAL:	SURETY:
	Municipal Pipe Tool Co., LLC	Merchants Bonding Company (Mutual)
Зу	Shawn Waschhat By Signature	Signature Attorney in-Fact Officer
	CDO	Sara Huston, Attorney-in-Fact
	Title	Printed Name of Attorney-in-Fact Officer
		Holmes, Murphy and Associates LLC
		Company Name
		2727 Grand Prairie Parkway
		Company Address
		Waukee, IA 50263
		City, State, Zip Code
		(515) 223-6800
		Company Telephone Number

NOTE:

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



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

Anne Crowner; Bailey Beach; Ben Williams; Brian J Oestreich; Brian M Deimerly; Cameron M Burt; Cindy Bennett; Colby D White; Craig E Hansen; D Gregory Stitts; Dione R Young; Donald E Appleby; Douglas Muth; Ginger Hoke; Grace Rasmussen; Graydon Dotson; Greg Krier; Jamie Gifford; Jay D Freiermuth; Jennifer Marino; Jessica Jean Rini; Jessie Allen; Joe Tiernan; John Cord; Joshua R Loftis; Kate Zanders; Keeton Welch; Lukas Schroder; Mark R DeWitt; Mark Sweigart; Mary Ashley Allen; Michelle R Gruis; Nathan Weaver; R C Bowman; Sara Huston; Sarah C Brown; Seth D Rooker; Ted Jorgensen; Tim McCulloh; Todd Bengford; W R Withrow

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

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

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

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

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

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

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 3rd day of February , 2024 .

TIONA ON ONO RPORT OF ED MAN 2003 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

President

STATE OF IOWA
COUNTY OF DALLAS SS.

On this 3rd day of February 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

Ву



Penni Miller

Commission Number 787952 My Commission Expires January 20, 2027

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

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this

day of

. 2024

AND CONTROL OF THE PROPERTY OF

William Warner Js.

POA 0018 (1/24)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/27/2024

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

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

certificate holder in lieu of such endors		-		idorsement. A stat	ement on thi	s certificate does not co	onier rig	ints to the
PRODUCER		(5)	-	CONTACT Certificates	Team			
The Horton Group				CONTACT Certificates Team PHONE - 708 845 2017				
10320 Orland Parkway Orland Park IL 60467				PHONE (A/C, No, Ext): 708-845-3917 E-MAIL ADDRESS: constructioncerts@thehortongroup.com				
Olland Falk IL 00407								NAIC #
				INSURER A : Continen		DING COVERAGE		20443
INSURED			MUNIC-5		ilai Casuaily (Sompany		20443
Municipal Pipe Tool Co., LLC				INSURER B :				
515 Fifth Street				INSURER C:				
Hudson IA 50643				INSURER D :				
				INSURER E :				
COVERAGES	TIFI	\	NUMBER: 400445005	INSURER F :		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES INDICATED. NOTWITHSTANDING ANY RECERTIFICATE MAY BE ISSUED OR MAY IEXCLUSIONS AND CONDITIONS OF SUCH	OF I QUIR PERT POLI	NSUF EMEI AIN,	NT, TERM OR CONDITION THE INSURANCE AFFORDI LIMITS SHOWN MAY HAVE	OF ANY CONTRACT ED BY THE POLICIES	THE INSURE OR OTHER DESIGNATION	D NAMED ABOVE FOR TH DOCUMENT WITH RESPEC) HEREIN IS SUBJECT TO	OT TO W	HICH THIS
LTR TYPE OF INSURANCE	INSR	WVD	POLICY NUMBER	(MM/DD/YYYY)	(MM/DD/YYYY)	LIMITS	S	
A GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY	Y	Y	7039854086	8/3/2023	8/3/2024	EACH OCCURRENCE DAMAGE TO RENTED	\$ 1,000,00	
CLAIMS-MADE X OCCUR						PREMISES (Ea occurrence)	\$ 100,000	
CLAIMS-MADE 11 OCCUR						MED EXP (Any one person) PERSONAL & ADV INJURY	\$ 15,000 \$ 1,000,00	
X Included						GENERAL AGGREGATE	\$ 2,000,00	
GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$ 2,000,00)0
X POLICY PRO- JECT LOC							\$	
A AUTOMOBILE LIABILITY	Υ	Y	7039854069	8/3/2023	8/3/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,00	00
X ANY AUTO						BODILY INJURY (Per person)	\$	
ALL OWNED SCHEDULED AUTOS Y NON-OWNED						,	\$	
X HIRED AUTOS X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$	
							\$	
A X UMBRELLA LIAB X OCCUR	Υ	Y	7039854072	8/3/2023	8/3/2024	EACH OCCURRENCE	\$ 5,000,00)0
EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$ 5,000,00)0
DED X RETENTION \$ 0							\$	
A WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y	7039854105	8/3/2023	8/3/2024	WC STATU- OTH- TORY LIMITS ER		
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A					E.L. EACH ACCIDENT	\$ 1,000,00)0
(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,00)0
If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 1,000,00)0
A Contractors Pollution A Leased/Rented Equip,Special/RC A Garagekeepers	Y	Y	7040058019 7039854086 7039854069	8/3/2023 8/3/2023 8/3/2023	8/3/2024 8/3/2024 8/3/2024	\$2,000,000 Occ. \$200,000 Per Item \$800,000 Comp/Coll	\$2,000,0 \$2,500 I \$500 De	Ded.
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICL Business Personal Property, Replacement Additional insured on a Primary and Non-Cr Waivers of Subrogation applies to the Gene required by written contract. Umbrella follow Project: 2024 CIPP Lining Project Additional Insureds: City of Ankeny	Cost, ontrib eral L	Sped outory iability	cial Form; Limit \$800,000; basis with respect to the 0	Deductible \$1,000; C General Liability and	Carrier: Contir Automobile p	olicies, only when required	d by writ	ten contract. ily when
CERTIFICATE HOLDER				CANCELLATION				
				SHOULD ANY OF 1		ESCRIBED POLICIES BE CA		

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ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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



ANKENY CITY COUNCIL

City Council Agenda

April 1, 2024 5:30 PM

Mark Holm, Mayor Bobbi Bentz, Mayor Pro tem

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

ORIGINATING DEPARTMENT: COUNCIL GOAL:
ACTION REQUESTED:
LEGAL:
SUBJECT:
Approval of official council actions of the regular meeting of March 18, 2024, as published, subject to correction, as recommended by the City Clerk.
EXECUTIVE SUMMARY:
FISCAL IMPACT: No
CITY MANAGER'S RECOMMENDATIONS:
PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):
PUBLIC OUTREACH EFFORTS:
ACTION REQUESTED:
ADDITIONAL INFORMATION:

ATTACHMENTS:

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Minutes

MINUTES OF THE ANKENY CITY COUNCIL

Monday, March 18, 2024 5:30 p.m.
Ankeny Kirkendall Library - City Council Chambers
Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem
Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns

Mayor Mark Holm called the meeting to order at 5:30 p.m. Council Members Bobbi Bentz, Jeff Perry, Joe Ruddy, Todd Shafer, and Kelly Stearns were in attendance. City Manager David Jones and City Attorney Amy Beattie were also present. Mayor Holm led in the Pledge of Allegiance.

CEREMONY

 Presentation – Brian Mulcahy, Assistant Executive Director, Des Moines International Airport, presented a plaque to Mayor Holm and thanked the Council for supporting the airport terminal project.

PUBLIC FORUM

1. Asa Hutton, 827 NE 5th St, Ankeny, addressed Council about increased traffic due to construction. Mr. Hutton is requesting a stop sign at NE Hayes and 5th Street.

APPROVAL OF AGENDA

1. Council Member Shafer moved, Stearns seconded, to approve and accept the March 18, 2024 agenda without amendment. Ayes: 5.

PUBLIC HEARING

PH 2024-18. Mayor Holm announced this is the time and place for a public hearing on the
matter of the adoption of plans, specifications, form of contract and estimate of cost for
construction of certain public improvements described in general as construction of the SE
Corporate Woods Drive & SE Crosswinds Drive Traffic Signal project. Notice of this hearing
was published in the Des Moines Register on the 1st day of March, 2024.

Mark Mueller, Public Works Director, reported that the project includes construction of a new traffic signal, ADA pedestrian ramp improvements, pavement markings, fiber optic infrastructure from SE Crosswinds Drive to SE Convenience Boulevard, permanent surface restoration, temporary traffic control, mobilization, and miscellaneous associated work necessary to complete the project.

Mayor Holm then asked for any public comment regarding the proposed project. Hearing no comments, Council Member Perry moved, Stearns seconded, to close public hearing 2024-18. Ayes: 5.

APPROVAL OF CONSENT AGENDA

Minutes

- 1. Official council actions of the regular meeting of March 4, 2024, as published.
- 2. Receive and file minutes of the Plan and Zoning Commission meeting of February 20, 2024.
- 3. Receive and file minutes of the Human Rights Commission meeting of December 14, 2023.

Licenses and Permits

- 4. Issuance of liquor licenses and beer/wine permits in the City of Ankeny.
- 5. Issuance of a parade permit in the City of Ankeny for the 2024 SummerFest Grand Parade.
- 6. Issuance of solid waste permits for April 1, 2024 March 31, 2025.

Finance/Budget

- 7. Receive and file Financial Reports for February 2024.
- 8. Receive and file Building Permit Report for February 2024.
- 9. Receive and file Utility Billing Report for February 2024.
- 10. Change Order #1 decreasing the contract amount by \$83,000 to CB&I Storage Tank Solution LLC, for construction services on the NW Irvinedale Dr Elevated Water Storage Tank project.
- 11. Amendment No. 1 to the Professional Services Agreement increasing the contract amount by \$29,500.00 with Foth Infrastructure and Environment for preliminary design engineering services for the NW State Street Extension - NW 36th Street to NW 54th Street and NW Irvinedale Drive Intersection project.
- 12. Amendment #1 to Professional Services Agreement increasing the contract amount by \$334,200.00 with Snyder & Associates, Inc. for final design engineering, property acquisition, and bidding services for the N Ankeny Blvd Improvements 1st Street to 11th Street project.
- 13. Payment #6 in the amount of \$2,244.00 to Bolton & Menk, Inc., for engineering services on the SE Corporate Woods Drive & Crosswinds Drive Traffic Signalization project.
- 14. Payment #1 in the amount of \$583,062.50 to CB&I Storage Tank Solutions LLC, for construction services on the NW Irvinedale Drive Elevated Water Storage Tank project.
- 15. Payment #11 in the amount of \$4,705.70 to Civil Design Advantage for engineering services on the NW 36th Street and NW Weigel Drive HMA Resurfacing project.
- 16. Payment #5 in the amount of \$1,375.00 to DIXON Engineering, Inc., for engineering services on the Delaware Ground Storage Reservoir Rehabilitation project.
- 17. Payment #2 in the amount of \$1,000.00 to DIXON Engineering, Inc., for engineering services on the Magazine Ground Storage Reservoir Rehabilitation project.
- 18. Payment #37 in the amount of \$2,510.00 to Foth Infrastructure and Environment, LLC for engineering services on the West First Street Widening and Improvements Phase 1 project.
- 19. Payment #10 in the amount of \$4,643.50 to HR Green, Inc., for engineering services on the NW Irvinedale Drive & NW 18th Street Intersection Improvements project.
- 20. Payment #10 in the amount of \$7,538.75 to ISG (I&S Group) for design and construction work on the High Trestle Trail Park Phase 1 project.
- 21. Payment #8 in the amount of \$155,977.32 to J&K Contracting, for construction services on the North Four Mile Creek Trunk Sewer project.
- 22. Payment #3 in the amount of \$21,000.00 to Romtech Companies for construction services on the restroom facility at the Rally Complex.
- 23. Payment #38 in the amount of \$654.96 to Shive Hattery for construction administration services associated with the Ankeny Senior Community Center project.
- 24. Payment #11 in the amount of \$12,824.47 to SVPA Architects Inc. for design services associated with the Ankeny Fire Station No. 4 project.
- 25. March 18, 2024 Accounts Payable by fund: General \$213,365; Hotel Motel Tax \$240,141; Road Use Tax \$50,217; Water \$1,099,695; Sewer \$51,049; Storm Water \$6,299; Golf Course \$24,676; Enterprise Project \$842,040; Revolving \$23,527; Risk Management \$5,472; Capital Projects \$179,746; Payroll Totals \$1,353,237; Transfers/ACH (\$203,231); Agenda Payments Approved Separately (\$797,536); Grand Total \$3,088,697.

Community Development

26. **RESOLUTION 2024-100** accepting final plat, letter of credit for erosion control, performance and maintenance bond for underground improvements, platted easements, water and sewer connection fees, authorizing cost-participation for sidewalk oversizing and approving the private street name NW Olivia Lane, for The Village at the Grove Plat 1.

- 27. **RESOLUTION 2024-101** approving plans and specifications and accepting contracts, performance and maintenance bonds for the construction of water main and sanitary sewer in The Village at the Grove Plat 1.
- 28. Grant preliminary approval of The Crossings at Deer Creek Plat 13; and authorize cost participation for the extension of 16-inch water main in an amount estimated to be \$30,375, and 15-inch sanitary sewer in an amount estimated to be \$6,750.

Engineering

- 29. **RESOLUTION 2024-102** approving plans and specifications and accepting the contract, performance and maintenance bonds for the construction of paving, subgrade, storm sewer, and sanitary sewer for the U-Haul Public Improvements to S Ankeny Blvd & SE Magazine Rd project.
- 30. **RESOLUTION 2024-103** approving a Mitigation Credit Purchase Agreement with Central Indiana Mitigation Providers, LLC in the amount of \$76,950.00 for stream credits related to the mitigation of Tributary 'A" to Four Mile Creek under NE Delaware Avenue in conjunction with the NE Delaware Avenue Reconstruction NE 5th Street to 700 feet North of NE 18th street project.
- 31. **RESOLUTION 2024-104** accepting public improvements for utilities and subgrade prep in Ankeny Elementary #12.
- 32. **RESOLUTION 2024-105** accepting public improvements for paving associated with Ankeny Elementary #12.
- 33. **RESOLUTION 2024-106** approving plans and specifications and accepting the contract, performance and maintenance bonds for the construction of water main, sanitary sewer, and storm sewer for the Heritage Commercial at Prairie Trail Plat 1 project.
- 34. **RESOLUTION 2024-107** approving plans and specifications and accepting the contract, performance and maintenance bonds for the construction of subgrade prep for the Heritage Commercial at Prairie Trail Plat 1 project.
- 35. **RESOLUTION 2024-108** approving plans and specifications and accepting the contract, performance and maintenance bonds for the construction of paving for the Heritage Commercial at Prairie Trail Plat 1 project.
- 36. **RESOLUTION 2024-109** approving documents for the acquisition of temporary construction easement for the NE 36th Street and NE 38th Street Water Main Loop Project in Ankeny, Iowa. (Threshold Development)
- 37. **RESOLUTION 2024-110** accepting a purchase agreement and approving documents for the acquisition of permanent water main easement and temporary construction easement for the NE 36th Street and NE 38th Street Water Main Loop Project in Ankeny, Iowa. (DRA Properties 3)
- 38. **RESOLUTION 2024-111** accepting a purchase agreement and approving documents for the acquisition of permanent water main easement and temporary construction easement for the NE 36th Street and NE 38th Street Water Main Loop Project in Ankeny, Iowa. (DRA Properties 4)
- 39. RESOLUTION 2024-112 accepting a purchase agreement and approving documents for the acquisition of permanent water main easement and temporary construction easement for the NE 36th Street and NE 38th Street Water Main Loop Project in Ankeny, Iowa. (DRA Properties 5)
- 40. RESOLUTION 2024-113 accepting a purchase agreement and approving documents for the acquisition of permanent water main easement and temporary construction easement for the NE 36th Street and NE 38th Street Water Main Loop Project in Ankeny, Iowa. (Susan Albaugh).
- 41. **RESOLUTION 2024-114** accepting a purchase agreement and approving documents for the acquisition of permanent water main easement and temporary construction easement for the NE 36th Street and NE 38th Street Water Main Loop Project in Ankeny, Iowa. (NDA Farms)

42. **RESOLUTION 2024-115** authorizing the Mayor to sign a development agreement with Prairie Trail Commercial, L.L.C., concerning intersection improvements at SW 16th Street / SW School Street and SW 18th Street / SW School Street associated with the development of the Lot 1, Heritage Commercial at Prairie Trail Plat 1, 1630 South Ankeny Boulevard Site Plan, in the City of Ankeny, Iowa.

Capital Improvement Projects

- 43. **RESOLUTION 2024-116** accepting a proposal from Granite Excavating, LLC in the amount of \$58,360.00 for the construction of the 2024 Subdrain Repairs project.
- 44. **RESOLUTION 2024-117** accepting a proposal from RW Excavating Solutions in the amount of \$181,925.00 for the construction of the Vintage Business Park North Lake Maintenance project.
- 45. **RESOLUTION 2024-118** ordering construction on the NE 36th Street and NE 38th Street Water Main Loop project and fixing a date for hearing thereon and taking of bids therefor. (date of bid opening: 4/9/24 @ 10:30 A.M. / date of hrg: 4/15/24 @ 5:30 P.M.)
- 46. **RESOLUTION 2024-119** ordering construction on the 2024 Asphalt Street Resurfacing Program SW Ordnance Road project and fixing a date for hearing thereon and taking of bids therefor. (date of bid opening: 04/09/24 @ 10:30 A.M. / date of hrg: 04/15/24 @ 5:30 P.M.)

Administrative

- 47. **RESOLUTION 2024-120** authorizing the payment to the Berwick Water Association related to the right to serve customers located within the existing Berwick Water District boundary which has been annexed into the City of Ankeny.
- 48. Approve a portable restroom rental contract for Ankeny parks, between the City of Ankeny and Bob's Septic & Portable Restrooms.
- 49. **RESOLUTION 2024-121** authorizing the Certificate of Termination of Development Agreement between the City of Ankeny, Iowa and DLE Seven, LLC for the Slim Chickens Right Turn Lane Construction.
- 50. Approve the Consent to Collateral Assignment of Tax Increment Development Agreement and Estoppel Agreement between the City of Ankeny and Pet Parents, LLC.
- 51. **RESOLUTION 2024-122** authorizing the City of Ankeny to enter into an amended contract with the Iowa Economic Development Authority and Kreg Enterprises, Inc.
- 52. **RESOLUTION 2024-123** approving an agreement between the City of Ankeny and the Ankeny Area Chamber of Commerce.
- 53. Authorize the Mayor to sign a letter of support for a grant application by Polk County for enhancing regional residential weatherization programs through the U.S. Environmental Protection Agency's Climate Pollution Reduction Grant program.

APPROVAL OF CONSENT AGENDA

1. Council Member Bentz moved, second by Shafer, to approve the recommendations for Consent Agenda Items CA-1 through CA-53. Ayes: Bentz, Shafer, Perry, Ruddy, Stearns.

LEGISLATIVE BUSINESS

Boards/Commission Appointments

1. **Cultural Arts Board**. Council Member Shafer moved, Ruddy seconded, to approve appointment of Samuel Malkasian to the Cultural Arts Board effective 3/18/2024 - 4/30/2028 and reappointment of Aaron Thacker effective 5/01/2024 - 4/30/2028. Ayes: Shafer, Ruddy, Bentz, Perry, Stearns.

 Central Iowa Water Works (CIWW). Council Member Ruddy moved, Stearns seconded, to adopt RESOLUTION 2024-124 appointing Don Clark as the primary representative, and Shawn Buckner as an alternative representative to the CIWW Long Range Planning and Capital Improvements Committee; and the CIWW Technical Committee. Ayes: Ruddy, Stearns, Bentz, Perry, Shafer.

Approval of Ordinances

1. Ord 2165. An Ordinance amending the Code of Ordinances of the City of Ankeny, Iowa, by amending provisions pertaining to water rates. Council Member Stearns moved, Bentz seconded, to accept second consideration of ORDINANCE 2165. Ayes: Stearns, Bentz, Perry, Ruddy, Shafer. Council Member Perry moved, Stearns seconded, to accept request to suspend the rule that all ordinances must be considered on three different days and accept third consideration of ORDINANCE 2165, sending it on its final passage and publication as required by law. Ayes: Perry, Stearns, Bentz, Ruddy, Shafer.

NEW BUSINESS

- Proposed SE Corporate Woods Drive & SE Crosswinds Drive Traffic Signal (PH 2024-18).
 Council Member Ruddy moved, Stearns seconded, to adopt 1) RESOLUTION 2024-125 adopting plans, specifications, form of contract and estimate of cost \$438,470.00; 2) receive and file report of bids received March 12, 2024; 3) adopt RESOLUTION 2024-126 making award of construction contract with Kline Electric, Inc. dba Heartland Underground Solutions in the amount of \$237,253.30; and 4) adopt RESOLUTION 2024-127 approving contract and bonds with Kline Electric, Inc. dba Heartland Underground Solutions in the amount of \$237,253.30. Ayes: Ruddy, Stearns, Bentz, Perry, Shafer.
- 2. <u>Proposed Westlawn Place Area Utility Improvements Professional Services Agreement with Civil Design Advantage</u>. Council Member Perry moved, Shafer seconded, to approve the Professional Services Agreement with Civil Design Advantage for survey and conceptual design engineering services on the Westlawn Place Area Utility Improvements project in an amount not to exceed \$454,367.00 and authorize the Mayor to execute said Agreement. Ayes: Perry, Shafer, Bentz, Ruddy, Stearns.
- 3. Proposed SW Des Moines Street Utility Improvements Professional Services Agreement with McClure Engineering Company Council Member Ruddy moved, Stearns seconded, to approve the Professional Services Agreement with McClure Engineering Company for the design engineering services on the SW Des Moines Street Utility Improvements project in an amount not to exceed \$235,900.00 and authorize the Mayor to execute said agreement. Ayes: Ruddy, Stearns, Bentz, Perry, Shafer.

ADJOURNMENT

1. Meeting was adjourned at 6:07 p.m.					
Michelle Yuska, City Clerk	Mark E. Holm, Mayor				
Published in the Des Moines Register on 3/29/24.					



ANKENY CITY COUNCIL

City Council Agenda

April 1, 2024 5:30 PM

Mark Holm, Mayor Bobbi Bentz, Mayor Pro tem

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

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Planning and Building	Ensure Economic Vitality
ACTION REQUESTED:	
Motion	
LEGAL:	
	SUBJECT:
Receive and file minutes of the Plan and Zoning	Commission meeting of March 5, 2024.
EXECU	TIVE SUMMARY:
FISCA	AL IMPACT: No
CITY MANAGER	C'S RECOMMENDATIONS:
PREVIOUS COUNCIL/C	OMMISSION/BOARD ACTION(S):
PUBLIC OU	JTREACH EFFORTS:
ACTIO	ON REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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P&Z Minutes 2024-03-05



Meeting Minutes Plan & Zoning Commission Meeting

Tuesday, March 5, 2024

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

CALL TO ORDER

Chair Ted Rapp called the March 5, 2024 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

ROLL CALL

Members present: Ted Rapp, Glenn Hunter, Trina Flack, Annette Renaud, Todd Ripper, Lisa West, and Randy Weisheit. Staff present: Eric Jensen, Eric Carstens, Jake Heil, Ryan Kirschman and Brenda Fuglsang.

AMENDMENTS TO THE AGENDA

Motion by T.Flack to approve and accept the March 5, 2024 agenda without amendments. Second by T.Ripper. All voted aye. Motion carried 7 - 0.

COMMUNICATIONS

There were no communications.

CITIZEN'S REQUEST

There were no requests.

CONSENT AGENDA ITEMS

Item #1. Minutes

Motion to approve and accept the February 20, 2024 minutes of the Plan and Zoning Commission meeting.

Item #2. Village at the Grove Plat 1 Final Plat and Village at the Grove Plat 1 Site Plan Motion to recommend City Council approval of Village at the Grove Plat 1 Final Plat; and recommend City Council authorization of cost-participation for sidewalk oversizing along NW Weigel Drive in the amount estimated to be \$3,696.00.

Motion to approve Village at the Grove Plat 1 Site Plan subject to recordation of the final plat, and acceptance of the private street name NW Olivia Lane.

Item #3. 825 SW Irvinedale Drive - John Deere Des Moines Works B12X Lab Building Site Plan Motion to approve the site plan for 825 SW Irvinedale Drive, John Deere Des Moines Works B12X Lab Building.

Motion by R.Weisheit to approve the recommendations for Consent Agenda Item #1 - #3. Second by L.West. All voted aye. Motion carried 7 - 0.

PUBLIC HEARINGS

There were no public hearings.

BUSINESS ITEMS

There were no business items.

REPORTS

City Council Meeting

E.Jensen reported on the March 4, 2024 City Council meeting.

Director's Report

E.Jensen presented the tentative agenda items for the Tuesday, March 19, 2024 Plan and Zoning Commission meeting and stated that there will be two public hearings at the March 19th meeting.

E.Jensen presented the February 2024 Building Permit Report.

Commissioner's Reports

There were no Commissioner reports.

MISCELLANEOUS ITEMS

March 18, 2024 - 5:30 p.m. City Council Meeting Representative: Staff

ADJOURNMENT

There being no further business, T.Rapp motioned to adjourn. Meeting adjourned at 6:34 p.m.

Submitted by Brenda Fuglsang, Secretary

Brenda Lighang

Plan & Zoning Commission



ANKENY CITY COUNCIL

City Council Agenda

April 1, 2024 5:30 PM

Mark Holm, Mayor Bobbi Bentz, Mayor Pro tem

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

ORIGINATING DEPARTMENT:	COUNCIL GOAL:		
Planning and Building	Ensure Economic Vitality		
ACTION REQUESTED:			
Motion			
LEGAL:			
SU	JBJECT:		
Receive and file minutes of the Zoning Board of Adjustment meeting of February 20, 2024.			
EXECUTIV	VE SUMMARY:		
FISCAL	IMPACT: No		
CITY MANAGER'S	RECOMMENDATIONS:		
PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):			
PUBLIC OUT	REACH EFFORTS:		
ACTION	REQUESTED:		

ADDITIONAL INFORMATION:

ATTACHMENTS:

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<u>■ ZBOA Minutes 2024-02-20</u>

Meeting Minutes

Zoning Board of Adjustment

Tuesday, February 20, 2024 Ankeny City Council Chambers 1250 SW District Drive, Second Floor, Ankeny, Iowa

CALL TO ORDER

Chair Matt Ott called the February 20, 2024 regular meeting of the Zoning Board of Adjustment to order at 5:00 p.m.

ROLL CALL

Members present: Jeff Baxter, Matt Ott, Nichole Sungren, Kristi Tomlinson and Brett Walker. Staff: E.Jensen, E.Carstens, D.Silverthorn, B.Morrissey, R.Kirschman and B.Fuglsang.

AMENDMENTS TO THE AGENDA

There were no amendments to the agenda.

MINUTES OF THE DECEMBER 5, 2023 REGULAR MEETING

Motion by J.Baxter to approve the December 5, 2023 meeting minutes as submitted. Second by K.Tomlinson. Motion carried 4 - 0 - 1 (Abstain: B.Walker).

COMMUNICATIONS / CORRESPONDENCE

There were no communications/correspondence.

BUSINESS ITEMS PUBLIC HEARINGS:

#24-01
Justin Campbell
for property located at
206 NE Oak Drive
Lot 16, Henderson Park Plat 3
RE: Variance – Accessory Building

Chair M.Ott opened the public hearing.

Justin Campbell, 206 NE Oak Drive said he is requesting a variance in order to place a storage shed on the rear portion of his lot. He stated that it would be 28 square-feet over what is permitted by Ankeny Municipal Code. He feels it is justified because his garage is detached and the garage takes up the vast majority of the accessory storage space that is allowed per code.

There were no questions from the Board.

D.Silverthorn reported that the request is for a variance to Ankeny Municipal Code Chapter 191.07.1, allowing the construction of an additional 160 square-foot shed, resulting in 880 square feet of accessory structures for the property located at 206 NE Oak Drive. He stated that the total accessory structure square footage would exceed the maximum allowable 10% of the total lot area for the subject property. He noted that the property is zoned R-2, One-Family and Two-Family Residence District, and the surrounding properties to the north, east, south, and west are also zoned R-2. D.Silverthorn noted that the Henderson Park Plat 3 was platted in 1967 and the existing detached garage was constructed in 1992. He further commented that the 8,520 square-foot lot allows for 852 square feet to be occupied by accessory structures. He stated that the appellant is proposing to construct a 160 square-foot shed in addition to the existing 720 square-foot garage, which would result in 880 square feet of the total lot area. He said the variance is required due to the total square footage of accessory structures on the subject property, including the proposed shed, would exceed the maximum allowable 852 square feet by 28 square feet. D.Silverthorn stated that the primary constraint of this property is that the 720 square-foot garage consumes nearly 85% of the maximum allowable square-footage for accessory structures on this property because it is detached. If the garage was attached like most single-family residential development today, the property owner would still have all 852 square feet of allowable area for

accessory structures. The staff position for this request is that the Zoning Board of Adjustment grant a variance to Ankeny Municipal Code Chapter 191.07.1, allowing the construction of an additional 160 square-foot shed, resulting in 880 square feet of accessory structures for the property located at 206 NE Oak Drive. This position is based on a determination that the variance would adequately safeguard the health, safety and welfare of the occupants of adjoining and surrounding property, would not impair an adequate supply of light and air to adjacent property, would not increase public danger of fire or endanger the public safety, and would not diminish or impair established property values in the surrounding area; and that this request is in harmony with the intended spirit and purpose of the Ankeny Municipal Code.

There were no questions from the Board.

There was no one in the audience to speak for or against the request.

Motion by M.Ott to close the public hearing, and receive and file correspondence. Second by B.Walker. All voted aye. Motion carried 5-0.

Board Action on Filing #24-01 for property located at 206 NE Oak Drive

Motion by J.Baxter that the Zoning Board of Adjustment grant a variance to Ankeny Municipal Code Chapter 191.07.1, allowing the construction of an additional 160 square-foot shed, resulting in 880 square feet of accessory structures for the property located at 206 NE Oak Drive. The Board's position is based on a determination that the variance would adequately safeguard the health, safety and welfare of the occupants of adjoining and surrounding property, would not impair an adequate supply of light and air to adjacent property, would not increase public danger of fire or endanger the public safety, and would not diminish or impair established property values in the surrounding area; and that this request is in harmony with the intended spirit and purpose of the Ankeny Municipal Code. Second by N.Sungren. All voted aye. Motion carried 5-0.

NEW BUSINESS

The Zoning Board of Adjustment 2023 Annual Report was provided to the Board.

J.Baxter placed into nomination Matt Ott to serve as Chair. Second by M.Ott. All voted aye.

M.Ott placed into nomination Jeff Baxter to serve as Vice Chair. Second by K.Tomlinson. All voted aye.

REPORTS

Renewed Special Use Permits

#12-02 The Sports Page, 1701 N Ankeny Blvd.

#15-01 Main Street Cafe & Bakery, 2510 SW White Birch Dr., Suites 1 & 2

#23-01 Dough Co. Pizza, 2405 SW White Birch Dr., Suite 100

#15-19 Hy-Vee Market Cafe, 410 N Ankeny Blvd.

There being no further business, meeting adjourned at 5:11 p.m.

Submitted by Brenda Fuglsang, Board Secretary

Brenda Luglsang

Zoning Board of Adjustment



ANKENY CITY COUNCIL

City Council Agenda

April 1, 2024 5:30 PM

Mark Holm, Mayor Bobbi Bentz, Mayor Pro tem

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

ORIGINATING DEPARTMENT: COUNCIL GOAL: Kirkendall Library
ACTION REQUESTED: Motion
LEGAL:
SUBJECT: Receive and file minutes of the Library Board of Trustee meeting of February 15, 2024.
EXECUTIVE SUMMARY:
FISCAL IMPACT: No
CITY MANAGER'S RECOMMENDATIONS:
PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):
PUBLIC OUTREACH EFFORTS:
ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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☐ <u>Minutes</u>

KIRKENDALL PUBLIC LIBRARY BOARD OF TRUSTEES MEETING MINUTES

Thursday, February 15, 2024 Regular meeting: 6 p.m. Location: City Council Chambers - Library

Present: Gene Lucht, John Meyer, Miranda Piepho, Nancy Medema, Fred Schuster (online)

Staff: Sam Mitchel, Holly Sealine

Topic	Discussion								
Call to Order	Meyer called the meeting to order.								
Approval of Minutes	Motion made by Lucht to approve the January 2023 meeting minutes. Second by								
	Medema. Motion passed unanimously.								
Public Comments									
Consent Agenda	Sam Mitchel, Director, presented Financials								
	• Run rate: 58.3%. We are just under (at 57.65%).								
	Electronic Services is up a little. Mitchel contacted IT department to see if this is								
	anything more than typical usage.								
	 Meyer asked about Land & Tree service. Mitchel responded that this is our landscaping funds. 								
	Schuster asked about Training & Education – are we planning more education								
	 Schuster asked about Training & Education – are we planning more education items? Mitchel responded that they will spend on the in-service day, PLA, ILA, and 								
	some on webinars. This is for Trustees and the library staff.								
	 Schuster asked about Travel funds – Mitchel responded that this is for outreach 								
	programs or conferences.								
Policy/Procedure Review	Circulation Policy								
	Mitchel was tasked to add a phrase about Expired Accounts that still have fine/fee								
	associated with it. The new phrase needs to define the amount of time an account								
	can be expired before we expunge the record.								
	Medema asked what the city thinks the time frame should be. Mitchel has								
	brought this up in a few past council meetings with no response. Medema								
	asked that we put a dollar amount on what will be forgiven. Meyer								
	responded that at some point, it doesn't matter how much the overdue fee is. We just may not be able to recover it.								
	 Schuster asked what we do to try and collect the funds. Holly responded – we send a text when the item is about to be due; at 1-2 weeks late, an 								
	email is sent; at 45 days late, a letter is sent to your home. If the fines are								
	over \$50, the library has the option to send it to collections.								
	 The group proposed we set a limit of 7 years. Medema motioned that we 								
	add this verbiage to the policy (delete accounts that are over 7 years								
	expired with any charges). Seconded by Piepho. Opposed by Schuster.								
	Motion passed.								
	·								
	Schuster asked to have more discussion about the methods we take to contact persons								
	with late materials. This is included in the Fines and Fees Policy. This discussion was								
	delayed until our meeting.								

Topic	Discussion
Director's Report	 Presented by Mitchel: Facility – working to switch the Teen/Makerspace rooms. We are also conducting monthly AED and fire extinguisher inspections. Will also. Be conducting staff training on AED. City conducted a lunch for tenured employees. 2 library staff were honored. Conducted marketing for our services.
Committee Reports (Evaluation, Finance, Marketing, Policy, Staffing, etc.)	
Friends of the Library (Update)	Medema reported the bingo night was a few weeks ago. It was a very full event – very successful.
Old Business	Community surroute 9 responses
New Business	 Community survey results & responses Most people who use library live on the North side of Ankeny. Majority were between 30-50 years old. 26% say they use the library monthly. If they don't use the library, respondents say they use streaming services or purchase own resources. The staff was rated very highly. Most respondents say they want it to be a quiet place to study, information center, or a place to learn or be entertained. Majority of respondents say they don't attend programs due to scheduling conflicts. More than 65% said the library has the materials they're looking for. Some questions are being reviewed by library staff to see if we can't gather more information.
Professional Development	Trustee Handbook (chapters 1 and 2): 45 minutes of continuing education.
Adjourn	Next meeting: March 21, 2024 Motion to adjourn made by Medema. Second by Lucht.

Respectfully submitted, Miranda Piepho, Secretary

Approved: 3/21/24



ANKENY CITY COUNCIL

City Council Agenda

April 1, 2024 5:30 PM

Mark Holm, Mayor Bobbi Bentz, Mayor Pro tem

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

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
City Clerk	Ensure Economic Vitality
ACTION REQUESTED: Motion	
LEGAL:	
Item Reviewed by Legal Counsel	
SUE	BJECT:

EXECUTIVE SUMMARY:

Consider motion to approve the issuance of liquor licenses and beer/wine permits in the City of Ankeny.

In accordance with the Iowa Code Section 123.1 and the City of Ankeny Code of Ordinances Chapter 130, "Liquor Licenses and Wine and Beer Permits," the following license(s) have been investigated and reviewed by the Ankeny Police Department, and when necessary, by Planning & Building and/or Fire Department staff, and are presented to the City Council for approval. Copies of license and/or beer applications are available, for your review, in the Office of the City Clerk.

- Git-N-Go Convenience Stores, Inc. d/b/a Git-N-Go Convenience Store #40, 2811 SW Oralabor Rd
 Class B Retail Alcohol License (LG) (Renewal) Effective April 20, 2024.
- 2. Mizu Ankeny Inc. d/b/a Mizu, 1620 N Ankeny Blvd Class C Retail Alcohol License (LC) (Renewal) Effective April 20, 2024, PENDING DRAM ENSORSEMENT.

- 3. Urban Hospitality LLC d/b/a District 36 Wine Bar & Grille, 1375 SW Vintage Pkwy Class C Retail Alcohol License (LC) (Renewal) includes Catering, Outdoor Service Effective April 21, 2024.
- 4. Your Private Bartender LLC d/b/a Your Private Bar, 1551 SW Prairie Trail Pkwy Class C Retail Alcohol License (LC) (5 Day) includes Outdoor Service- Effective April 5, 2024. PENDING DRAM ENDORSEMENT.
- 5. Great Caterers of Iowa, Inc. d/b/a Great Caterers of Iowa, 1055 SW Prairie Trail Pkwy (FAA Bldg.)
 Class C Retail Alcohol License (LC) (5 Day) Effective May 4, 2024

FISCAL IMPACT: Yes The City of Ankeny will receive a portion of each application fee in accordance with Iowa Code Section 123.143. CITY MANAGER'S RECOMMENDATIONS: Approve the issuance of liquor licenses and / or beer / wine permits. PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S): PUBLIC OUTREACH EFFORTS: ACTION REQUESTED: ADDITIONAL INFORMATION:

ATTACHMENTS:

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No Attachments Available



ANKENY CITY COUNCIL

City Council Agenda

April 1, 2024 5:30 PM

Mark Holm, Mayor Bobbi Bentz, Mayor Pro tem

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

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Public Works	Upgrade Essential Infrastructure
ACTION REQUESTED: Motion	
LEGAL: No Review Required	
- CI	DIECT

SUBJECT:

Consider motion to approve Amendment No. 1 to the Professional Services Agreement increasing the contract amount by \$15,890.00 with Civil Design Advantage for construction engineering services on NW 36th Street and NW Weigel Drive HMA Resurfacing project.

EXECUTIVE SUMMARY:

Civil Design Advantage completed the design of the NW 36th Street and NW Weigel Drive HMA Resurfacing project which was bid locally on February 13, 2024. The Public Works Department proposes to continue using Civil Design Advantage for limited construction engineering services during construction of the project.

The scope of Amendment #1 includes the following items:

- Conduct preconstruction meeting
- Shop drawing and submittal review
- Construction staking

- Limited construction administration
- Record drawing preparation

The complete scope of the construction engineering services and the corresponding fees are shown in the attached Amendment No. 1 to the Professional Services Agreement. A copy of the original Professional Services Agreement is also attached for reference.

The fee for the construction engineering services is \$15,890.00. The original Professional Services Agreement for design engineering services is \$218,864.00. Adding Amendment No. 1 to the Professional Services Agreement increases the total contract amount to \$234,754.00.

It is recommended that the City Council approve Amendment No. 1 to the Professional Services Agreement with Civil Design Advantage in the amount of \$15,890.00 for the NW 36th Street and NW Weigel Drive HMA Resurfacing project.

FISCAL IMPACT: No

This project is included in the City's current Capital Improvement Program with construction scheduled for 2024. CITY MANAGER'S RECOMMENDATIONS: PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S): PUBLIC OUTREACH EFFORTS: ACTION REQUESTED: ADDITIONAL INFORMATION: ATTACHMENTS:

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- ☐ Amendment #1

AMENDMENT NO. 1 TO THE CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES

NW 36th Street and NW Weigel Drive HMA Resurfacing Design/Construction City of Ankeny, Iowa

THIS Amendment is made and entered into this	1 st	_ day of	April	_, 2024,
to the Contract for Professional Engineering Serv	vices dated	d March 6th,	2023 betwe	een the
City of Ankeny, Iowa, hereinafter referred to as t	the "Owne	er", and Civil	Design	
Advantage hereinafter referred to as the "Consul-	tant".			

This Amendment is associated with additional services for the NW 36th Street and NW Weigel Drive HMA Resurfacing design. This amendment is intended to cover limited construction related services.

NOW THEREFORE;

The parties hereto, for consideration hereinafter set forth, mutually agree to amend the Contract for Professional Engineering Services as follows:

III. SCOPE OF SERVICES

Add Section C to the original Agreement as follows:

C. Limited Construction Phase Services:

<u>Task 14 – Preconstruction Meeting</u>

a. Prior to the contractor beginning work, the Consultant shall conduct a preconstruction meeting to be attended by the City, Consultant, Sub-consultant, Contractors, Subcontractors, and other affected entities. The Consultant shall attend one preconstruction meeting on behalf of the City.

Task 15 – Shop Drawing Review

a. The Consultant shall review shop drawings, material submittals and other submissions of the contractor for compliance with the construction contract.

Task 16 – Construction Staking

- a. The Consultant shall provide staking to support the construction of the improvements. Stakes shall be established in the field to construct the roadway/utility improvements. Stakes shall be provided to locate site features, public streets, structures, curb cuts, and other design elements including setting horizontal and vertical control as well as staking removals if needed. The Consultant shall work with the prime contractor to provide stakes in a timely fashion. Any staking that is destroyed due to construction and needs to be replaced, will be at the Contractor's expense. Construction staking only includes areas that are final designed.
- b. The Consultant shall prepare a Monument Preservation Certificate in accordance with Iowa Code 355.6A. This document may include, but not be limited to, identifying the existing monuments within the project corridor and shall replace any monument disturbed or removed at its preserved position. The results of this survey will be provided to the Owner for their record and recorded with the Polk County Recorder's Office.

Task 17 – Limited Construction Administration

- a. The Owner shall conduct any required construction meetings and prepare any partial payment applications and change orders. The Owner shall be responsible for all normal construction observation, meetings, and correspondence.
- b. The Consultant shall make periodic visits to the site to observe the progress and quality of executed work and to determine if the work is proceeding in accordance with the Contract Documents. The Consultant shall notify the Owner of any work which does not comply with the Contract Documents, make recommendations to the Owner for the correction of nonconforming work, and at the request of the Owner, that those recommendations are implemented by the Contractor.
- c. The Consultant shall be available to answer design related questions from the Owner in the event there are questions during construction.

d. Based on Record Drawings, information provided by the Owner, and walk-through, the Consultant shall review the project to determine if it has been completed in substantial conformance with the Contract Documents and recommend acceptance to the Owner.

<u>Task 18 – Record Drawings</u>

a. The Consultant shall furnish final reproducible record drawings per Owner requirements based on information supplied by the Contractor and/or Owner as well as as-built survey of visible/accessible utilities by the Consultant. The Consultant shall strive to submit record drawings within one (1) month of final acceptance of the project by the City. Such record documents may contain a waiver of liability phrase regarding unknown changes made by the Contractor without Consultant/Owner approval. Record drawings shall follow the requirements of Post-Construction Submittal Requirements date 1/1/24.

IV. TIME OF BEGINNING AND COMPLETION, shall be amended as follows:

The Consultant completed the Basic Engineering Services to accommodate the bid letting. Construction Services as outlined in Article III(C) shall be completed based on a planned five-day work week with 50 working days anticipated to commence on or before July 1, 2024. If changes are made to this schedule, the Consultant shall submit changes to the Owner for approval.

V. FEES AND PAYMENTS

Replace Section A, Paragraph 3 with the following:

The sum to be paid to the Consultant for tasks in Section III, Scope of Services of this Contract and Amendment, shall be a maximum not-to-exceed fee of \$ 234,754 (two hundred thirty-four thousand seven hundred fifty-four dollars). Refer to Amended Exhibit D for Staff hour/Fee Estimate for contract amendment #1.

•	Original Design Contract (Not-to-exceed)	\$218,864
•	Amendment #1 (Construction Phase Services)	\$33,180
•	Credit for Design Fee Not Invoiced	(\$17,290)
	Total Revised Contract Amount	\$234,754

The Contract (dated March 6, 2023) and this Amendment expresses the entire agreement between the parties, and no representations, promises, or warranties have been made by either of the parties that are not fully expressed herein.

All other terms of the Contract dated March 6, 2023 shall remain unchanged and unaffected by this Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their proper officials thereunto duly authorized as of the dates below indicated:

OWNER CITY OF ANKENY, IOWA	CONSULTANT CIVIL DESIGN ADVANTAGE
Mark E. Holm, Mayor	Gary L. Reed, P.E. President
ATTEST:	110010010
Michelle Yuska, City Clerk	

Exhibit 'D'

Estimate of Hours by Task/Employee Classification

	Principal/ Proj. Mngr.	Land Surveyor	Project Engineer	Design Technician	CADD Operator	Construction Observor	Survey Field Crew	Clerical	Subconsultant Fee	Total Fee
Task 1 - Topographic Survey/Existing ROW Establishment	4	8	16				160			\$34,196
Task 2 - Existing Utility Information / Coordination	8		20				2			\$4,778
Task 3 - Joint Application Preparation	8		16					2		\$3,968
Task 4 - Prelim Roadway Design (NW 36th Street)	24		80	80	40		4			\$30,724
Task 5 - Prelim Roadway Design (NW Weigel Drive)	40		120	120	80					\$47,520
Task 6 - HMA Resurfacning Construction Drawing Preparation	25		45	60	15			3		\$20,534
(Preliminary Plans) Task 7 - HMA Resurfacning Construction Drawing Preparation	40		70	90	20			4		\$31,382
(Check Plans) Task 8 - HMA Resurfacning Construction Drawing Preparation	15		25	30	5			1		\$10,848
(Final Plans) Task 9 - Front End Contract Documents/Project Manual Prep.	24		40					4		\$10,616
Task 10 - Estimated Construction Costs	8		16					4		\$4,104
Task 11 - Bidding Services	4		4					16	\$750	\$3,178
Task 12 - Bid Letting Services	4		4					2		\$1,476
Task 13 - Geotechnical Investigation	2		2				2		\$12,500	\$13,540
							Estin	ated Expe	enses	\$2,000
							Origin	al Contrac	ct Total	\$218,864
Amendment #1 - Limited Construction Services										
Task 14 - Preconstruction Meeting	4		4							\$1,220
Task 15 - Shop Drawing Review	5		10							\$2,150
Task 16 - Construction Staking		8	8	8			80			\$17,400
Task 17 - Limited Construction Administration	20		20					4		\$6,340
Task 18 - Record Drawings	4		4	4			10	2		\$3,570
							Construct	on Phase	Expenses	\$2,500
							Amer	ndment #1	Total	\$33,180
							Design	Fee Not I	nvoiced	-\$17,290
								Overall To	otal	\$234,754

CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES NW 36th Street and NW Weigel Drive HMA Resurfacing

THIS AGREEMENT is made and entered into this <u>6th</u> day of <u>March</u>, 2023, between the City of Ankeny, Iowa, hereinafter referred to as the "Owner", and Civil Design Advantage hereinafter referred to as the "Consultant".

WITNESSETH:

WHEREAS the Owner has decided to proceed with the design of the following project:

<u>NW 36th Street Asphalt Resurfacing – NW Weigel Drive to NW Irvinedale Drive</u> Hot Mix Asphalt (HMA) resurfacing on NW 36th Street from NW Weigel Drive to NW Irvinedale Drive.

and

NW Weigel Drive Resurfacing to NW 36th Street

Hot Mix Asphalt (HMA) resurfacing on NW Weigel Drive from NW 18th Street to NW 36th Street.

WHEREAS the Owner desires to employ the Consultant to provide design engineering and bidding phase services in connection with the project; and

WHEREAS the Consultant is willing to perform such engineering work in accordance with the terms hereinafter provided, and represents that it is in compliance with Iowa statutes relating to the registration of Professional Engineers;

NOW THEREFORE;

The parties hereto, for consideration hereinafter set forth, mutually agree as follows;

I. **DEFINITIONS**

Whenever in this Contract the following terms or pronouns used in their stead occur, they shall have the meaning here given;

Owner – the City of Ankeny, Iowa, or its authorized representative acting as liaison officer for the Owner for the purpose of coordinating and administering the work under the Contract.

Consultant – the firm of Civil Design Advantage, Urbandale, Iowa

Iowa DOT – Iowa Department of Transportation

IDNR – Iowa Department of Natural Resources

Corps – the United States Army Corps of Engineers

EPA – the Environmental Protection Agency

EDA – the Economic Development Agency

Project Manager – the principal project manager assigned to the project, and employed by and working directly under the authority of the Consultant.

Project Engineer – the design engineer assigned to the project and employed by the Consultant, working directly under the authority of the Project Manager.

Construction Observer – the construction observer assigned to the project and employed by the Consultant, working directly under the authority of the Project Manager or Project Engineer.

II. GENERAL

A. The Owner has decided to proceed with the design of HMA resurfacing on NW 36th Street from NW Weigel Drive to NW Irvinedale Drive and on NW Weigel Drive from NW 18th Street to NW 36th Street. This Contract covers the design of the resurfacing and preliminary roadway design associated with the ultimate build-out of NW 36th Street from NW Weigel Drive to NW Irvinedale Drive and the ultimate build-out of NW Weigel Drive from NW 18th Street to NW 36th Street project. This Contract does not include any construction related services; however, these can be added by addendum.

A description of the necessary tasks to accomplish the above goals is itemized in Section III, Scope of Services.

- B. The work under this Contract shall at all times be subject to the general supervision and direction of the Owner and shall be subject to the approval of the Owner. Design and construction documents shall conform to the Owner's requirements.
- C. Obligations of the Owner to the Consultant: All existing information, including previous construction plans, record drawings, utility information, previous studies, drainage maps, drainage design support, etc. applicable to the project will be made available to the Consultant without cost.

- D. Submittal of documents: During the progress of the project design, various PDF of the preliminary, check and final plans and other documents prepared by the Consultant will be required by the Owner. Unless specified elsewhere in this Contract, five (5) copies of final plans and front-end documents shall be provided by the Consultant to the Owner at the final submittal.
- E. This Contract shall be subject to the Standard Fee Schedule billing rates as established in Exhibit A and hereby made a part of this Contract.

III. SCOPE OF SERVICES

- A. General The Consultant shall provide Basic Design Services and Additional Design Services (if required) for the design of the project in accordance with general engineering principles. The work to be performed under this Contract by the Consultant shall consist of the following Scope of Services. Additional engineering services beyond the Contract Scope of Services shall be authorized in writing by the Owner before the Consultant shall proceed. Additional fees shall be based on the hourly rates by employee classification as established in Exhibit A to this Contract.
- B. Basic Engineering Services

Design Phase Services:

Task 1 – Topographic Survey/Existing Right-of-Way Establishment The Consultant shall acquire survey data to support the preliminary designs for the project. The field survey shall include the roadway corridors as depicted within Exhibits B. Surface features, break lines, trees greater than 4" in diameter, utility poles and adjacent streets shall be located for the topographic survey. LIDAR (Light Detection and Ranging) contours shall be utilized for areas outside of the roadway rights-of-way. Elevations on a 50-foot grid will be acquired and contours drawn to 1-foot contour grid. Utility information will be shown from field locates and mapping. The Consultant shall acquire right-of-way information to support the re-establishment of the existing right-of-way on NW 36th Street and on NW Weigel Drive.

<u>Task 2 – Existing Utility Information/Coordination</u>

If available, as-built plans for area improvements shall be provided by the Owner to verify municipal utility locations. The Consultant plans to coordinate with existing franchise utility providers and will meet with them up to three (3) times during the design portion of the project. The topographic survey of existing municipal and franchise utilities was completed under a separate agreement between the Owner and the Consultant.

<u>Task 3 – Joint Application Preparation</u>

The Consultant shall prepare one joint application for the two roadway corridors to be submitted to the Army Corps of Engineers and Iowa DNR. Joint application shall support the possible extension of the box culvert under NW 36th Street. If additional review is needed (wetland delineation or other), CDA will prepare a contract addendum for these services.

<u>Task 4 – Preliminary Roadway Design (NW 36th Street)</u>

The Consultant shall prepare preliminary roadway plans for NW 36th Street from NW Weigel Drive to NW Irvinedale Drive. Preliminary plans shall include plan alignment and profile of the ultimate roadway section through this portion of NW 36th Street. Intent is to determine approximate future elevations at the right-of-way line and develop a preliminary "needs line" along the project corridor.

Task 5 – Preliminary Roadway Design (NW Weigel Drive)

The Consultant shall prepare preliminary roadway plans for NW Weigel Drive from NW 18th Street to NW 36th Street. Preliminary plans shall include plan alignment and profile of the ultimate roadway section through this portion of NW Weigel Drive. Intent is to determine approximate future elevations at the right-of-way line and develop a preliminary "needs line" along the project corridor.

<u>Task 6 – HMA Resurfacing Construction Drawing Preparation</u> (<u>Preliminary Plans</u>)

Utilizing the previously prepared field survey data, the Consultant shall prepare construction drawings for the proposed improvements. The Consultant shall prepare construction drawings for approximately 4000 lineal feet of NW 36th Street from NW Weigel Drive to NW Irvinedale Drive and approximately 5,280 lineal feet of NW Weigel Drive from NW 18th Street to NW 36th Street.

Plan sheet layout (and approximate sheet count) shall generally consist of the following:

Title Sheet (1)
Details and Typical Sections (3)
Tabulations of Project Quantities and General Notes (5)
Plan Sheets (12)
Survey Reference Information (2)
Traffic Control/Staging Sheets (4)
Striping & Permanent Signage Sheets (4)

The Consultant shall coordinate with any planned development of adjacent properties to the roadway corridor for utility services, driveways, streets, etc. Preliminary plans and cost estimate shall be prepared and submitted to the Owner to support the intended letting schedule for the project.

<u>Task 7 – HMA Resurfacing Construction Drawing Preparation (Check</u> Plans)

Once preliminary plan comments are received from the Owner, the Consultant shall proceed with preparation of check plans.

The Consultant shall review the previously prepared geotechnical report and incorporate applicable recommendations into the plans.

Upon completion of check plans, the Consultant shall submit the plans and cost estimate to the Owner for review.

The Consultant shall prepare an "initial" Storm Water Pollution Prevention Plan (SWPPP) for the project utilizing the Owner's template and submit the Notice of Intent and General Permit #2 to the Iowa DNR. The Owner shall be responsible for implementation/monitoring.

The Consultant shall continue to coordinate with franchise utility providers along the corridor for utility relocations, if necessary.

<u>Task 8 – HMA Resurfacing Construction Drawing Preparation (Final Plans)</u>

Once the Consultant receives check plan comments from the Owner, the Consultant will proceed with final plan preparation.

Final plan sheet layout shall generally consist of the following:

Title Sheet (1)
Details and Typical Sections (3)
Tabulations of Project Quantities and General Notes (5)
Plan Sheets (12)
Survey Reference Information (2)
Traffic Control/Staging Sheets (4)
Striping & Permanent Signage Sheets (4)

Consultant shall provide 3-D linework/breakline data in digital AutoCAD format for the contractor's use in bidding and machine control grading operations (if applicable) with the understanding that the Consultant will require the contractor to sign an electronic file transfer agreement prior to transmittal.

Task 9 – Front End Contract Documents/Project Manual Preparation
The Consultant shall prepare front end contract documents (project manual) utilizing the Owner's template for use in the bidding process.
Front end contract documents shall utilize Owner provided contract, instructions, bond, supplementals and any special requirements.
Technical specifications shall Iowa Statewide Urban Design and Specifications (SUDAS).

Task 10 – Estimated Construction Costs

The Consultant shall prepare a statement of the total estimated construction costs for the project based on the designs developed. Estimated construction costs shall be prepared for the preliminary, check, and final design plan turn-ins. The estimates shall be based on engineering judgment and do not represent a guarantee of the actual construction costs.

Task 11 – Bidding Services

The Consultant shall provide services for the public bidding of the proposed improvements. This shall include plan distribution utilizing QuestCDN, preparation of a plan holder's list, and preparation of any necessary addendums. The Consultant is aware that any plan deposits shall be fully refundable upon return of any plans distributed to contractors.

<u>Task 12 – Bid Letting Services</u>

The Consultant shall attend one public bid letting for the project. Once bids are open, the Consultant will confirm the as-bid prices, prepare a bid tabulation, prepare contract documents, and recommend award of contract to the Owner.

<u>Task 13 – Geotechnical Investigation</u>

The Consultant plans to utilize the services of a sub consultant for the soils investigation and analysis for the project design. Soils investigation shall be accomplished for the roadway corridor as shown in Exhibit B.

IV. TIME OF BEGINNING AND COMPLETION

Work under this Contract to be performed by the Consultant for the Owner shall commence immediately upon execution of this Agreement by both the Consultant and the Owner. This fully executed Agreement will authorize the Scope of Services in Section III. The intent of the Owner and the Consultant is to complete the final design of the NW 36th Street Asphalt Resurfacing – NW Weigel Drive to NW Irvinedale Drive and NW Weigel Drive Asphalt Resurfacing – NW 18th Street to NW 36th Street project by Fall/Winter 2023, bid the project in late Fall or early Winter 2023, and construct the project during the 2024 construction season.

Following is a general timeline for the HMA plans anticipated for the project:

Preliminary Plans March – May 2023 Check Plans June – August 2023 Final Plans September 2023 Letting November 14, 2023

The schedule is intended to be target dates for tasks identified. Consultant (or their sub-consultants) is not responsible/liable for schedule delays outside of their control, including but not limited to access to project site, unanticipated site conditions, weather, etc.

V. FEES AND PAYMENTS

A. Fees

The Owner shall pay the Consultant for engineering services rendered under this Contract an amount based on the Consultant's labor costs and direct labor cost burden. The Consultant-incurred reimbursable expenses will be passed through directly to the Owner. A definition of each of the above follows:

- 1. Labor costs salary and wages paid to all personnel engaged directly on the project including, but not limited to, engineers, project managers, planners, surveyors, designers, CADD technicians, estimators, observers, other technical personnel, typists and administrative staff.
- 2. Labor cost burden customary and statutory benefits including, but not limited to, social security and Medicare contributions, unemployment taxes, excise and payroll taxes, workers compensation, health, pension and retirement benefits, sick leave, vacation and holiday pay applicable hereto.
- 3. Reimbursable Expenses these costs are in addition to labor cost and labor cost burden, and are those expenses necessary to fulfill the terms of this Contract. They may include transportation and subsistence, reproduction, postage, photography and printing, computer services and miscellaneous costs. The Consultant shall submit with each monthly invoice a detailed listing of reimbursable expenses incurred.

The total engineering fee under this Contract shall be based on an hourly rate. The Owner will be furnished copies of the Consultant's subcontracts.

All reimbursable expenses shall be billed as "pass-through" and are part of the maximum not-to-exceed amount (unless specifically noted).

The sum to be paid to the Consultant for tasks in Section III, Scope of Services of this Contract, shall be a maximum not-to-exceed fee of \$218,864 (two hundred eighteen thousand eight hundred sixty-four and no/100 dollars). Refer to Exhibit D for Staff hour/Fee Estimate.

B. Payments

Payments for the Consultant's engineering services shall be made monthly upon presentation of the Consultant's statement of services rendered on Owner's form.

Upon receipt of the invoice and review/approval by the Owner, the Owner shall promptly pay the Consultant for the engineering services rendered as indicated on the invoice. Invoices are due thirty (30) days from date of invoice.

VI. INSURANCE

The Consultant shall maintain insurance to protect the Consultant from claims under Workmen's Compensation Acts; claims due to personal injury or death of any employee or any other person; claims due to injury or destruction of property; and claims arising out of errors, omissions, or negligent acts for which the Consultant is legally liable. The minimum amounts and extent of such insurance is as follows:

1.	Professional Liability	\$ 2,000,000
2.	Vehicle Coverage	\$ 1,000,000 liability
		\$ 5,000 medical
		\$ 1,000,000 uninsured
	Property Damage	\$ 1,000,000 each accident
3.	Workmen's Compensation	\$ 100,000 each accident
4.	General Liability	\$ 1,000,000 each occurrence
		\$ 2,000,000 aggregate

VII. MISCELLANEOUS PROVISIONS

A. <u>Use of Documents</u>

All documents, including drawings, specifications, and electronic media prepared or furnished by the Consultant (and the Consultant's subsidiaries, independent professional associates, and sub consultants) pursuant to this Contract shall be the property of the Owner. Such documents are intended

as instruments of service, as such, these documents are not intended or represented to be suitable for use or reuse by the Owner or others to complete the project, or for extensions of the project, or on any other project without written consent of the Consultant. Any use or reuse by the Owner will be at the Owner's sole risk, and without liability or legal exposure to the Consultant or to the Consultant's subsidiaries, independent professional associates, and sub consultants. The Owner agrees to defend, indemnify, and hold harmless the Consultant from any and all costs, expenses (including reasonable litigation costs), fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of such reuse or alteration by the Owner or liaisons acting through the Owner. Upon completion or other termination of this Contract, the Consultant shall deliver to the Owner machine reproducible copies of any and all materials pertaining to this Contract. For calculations, etc. on letter or legal size sheets, the copies shall be of a type possible to reproduce on a Xerox-type copier. For maps, drawings, sketches, plans, etc. not on such letter or legal size sheets, a photographically reproduced print shall be provided as the machine reproducible copy mentioned above. No sheets shall exceed 11"x 17". The Consultant shall also provide CAD file in AutoCAD format upon completion of this Contract. The CAD file must be georeferenced to State-Plane Coordinates (NAD83 / Iowa South) and Sea Level Elevation (NAVD88) and contain the following information:

- 1. All utility pipe linework and points for structures and appurtenances, including manholes, intakes, cleanouts, aprons, hydrants, hydrant valves, mainline valves, and water shut offs (curb stops).
- 2. All pavement linework, including back of curb, driveways, sidewalks, trails, and shared use paths.
- 3. All right-of-way lines, property lines, existing easement lines, and proposed easement lines per original scope of boundary and topographic survey.
- 4. Streetlight poles, traffic signal poles, controller cabinets, handholes, and street trees, when applicable.

The Consultant's reuse of designs under this Contract is prohibited unless authorized by the Owner.

B. Changes in the Scope of Work

When there is a substantial change in the scope, complexity, or character of the work performed, or if the Owner requests the Consultant to alter the completion dates established, the specified fee as listed under Section V of this Contract will be reappraised. If the Consultant believes that he/she has been asked to perform work beyond the Scope of Services covered by this Contract or by a supplemental agreement hereto, he/she shall promptly notify the Owner, in writing, of his/her intention to make claim for such extra compensation. The Consultant shall not proceed with any such work

until a supplemental agreement is fully executed, or written intent of said execution is provided.

C. Delays

The Consultant shall notify the Owner in writing of any unusual delay, including the reason therefore, to his/her normal progress in completing the work under this Contract, either actual or prospective, and request an appropriate extension of time. Authorization for the time extension will be at the discretion of the Owner. If completion of the Consultant's work is delayed by events beyond the control of the Consultant, the established engineering fees and schedules of completion will be subject to review upon request by the Consultant to the Owner, accompanied by adequate substantiating data to justify a change.

D. Suspension and Termination of Contract

- 1. In the event of the death of any member or partner of the Consultant's firm, the surviving members shall complete the work, unless otherwise mutually agreed upon by the Owner and the survivors.
- 2. The right is reserved by the Owner to terminate this Contract at any time, upon not less than fourteen (14) days written notice to the Consultant. The Consultant may also terminate this Contract on fourteen (14) days written notice.
- 3. In the event the Contract is terminated by the Owner without fault on the part of the Consultant, the Consultant shall be paid for work performed and delivered up to the date established in the termination notice.
- 4. The right is reserved by the Owner to suspend this Contract at any time. Such suspension may be affected by the Owner by giving the Consultant written notice, and will be effective as of the date established in the suspension notice. Payment of the Consultant's services will be made by the Owner for services performed to the date established in the suspension notice in accordance with Paragraph 3 above.
- 5. Should the Owner wish to reinstate the work after notice of suspension, such reinstatement may be accomplished by thirty (30) days written notice within a period of one (1) year after such suspension, unless this period be extended by written consent of the Consultant.

E. <u>Disputes</u>

All claims, disputes, and other matters in question between the parties of this Contract arising out of or relating to this Contract or the breach thereof shall be initiated in the District Court for Polk County, Iowa, if the parties are unable to resolve such claims, disputes, or other matters in question by negotiation.

F. Responsibility for Claims and Liability

The Consultant shall indemnify and hold harmless the Owner from any and all claims and liabilities due solely to any negligent acts, errors, or omissions of the Consultant, its members, employees, or agents.

G. General Compliance With Laws

The Consultant shall comply with federal, state, and local laws and ordinances applicable to the work as defined in Section III.

H. Subletting, Assignment, or Transfer

Subletting, assignment, or transfer of all or part of the interest of the Consultant is prohibited unless written consent is obtained from the Owner.

I. Forbidding the Use of Outside Agents

The Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the Owner shall have the right to annul this Contract without liability, or in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

J. Employment of the Owner's Personnel

The Consultant shall not engage the services of any person or persons then in the employ of the Owner for work covered by this Contract without the written consent of the employers of such persons.

This Contract expresses the entire agreement between the parties, and no representations, promises, or warranties have been made by either of the parties that are not fully expressed herein.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their proper officials thereunto duly authorized as of the dates below indicated:

OWNER CITY OF ANKENY, IOWA

DocuSigned by:

A Total Signed by:

Midulle Yuska —7E497FC63C464A9...

Michelle Yuska, City Clerk

—4C9E47CBE956471...
Marls E. Halm Mayor

Mark E. Holm, Mayor

Gary L. Reed, P.E.

CONSULTANT

CIVIL DESIGN ADVANTAGE

President

12

Exhibit "A"

Standard Fee Schedule 2022-2023 Civil Design Advantage, LLC

Classification	Billing Rate		<u>Unit</u>
Principal / Senior Engineer	\$198	/	hour
Principal / Senior Land Surveyor	\$198	1	hour
Senior Engineer	\$189	/	hour
Engineer 8	\$172	/	hour
Engineer 7	\$161	1	hour
Engineer 6	\$149	1	hour
Engineer 5	\$138	1	hour
Engineer 4	\$126	/	hour
Engineer 3	\$114	/	hour
Engineer 2	\$102	1	hour
Engineer 1	\$94	1	hour
Senior Technician	\$147	1	hour
Technician 8	\$134	1	hour
Technician 7	\$124	1	hour
Technician 6	\$113	1	hour
Technician 5	\$104	1	hour
Technician 4	\$93	1	hour
Technician 3	\$81	1	hour
Technician 2	\$70	1	hour
Technician 1	\$58	1	hour
Senior Project Manager	\$184	/	hour
Project Manager 8	\$171	1	hour
Project Manager 7	\$155	1	hour
Project Manager 6	\$147	1	hour
Project Manager 5	\$139	/	hour
Project Manager 4	\$129	/	hour
Administrative 3	\$92	1	hour
Administrative 2	\$71	/	hour
Administrative 1	\$48	/	hour
Mileage	Current IRS Rate	1	mile
Plots (Black & White)	\$1.75	1	sheet
Plots (Color)	\$35	/	sheet
Mylar Plots	\$15	1	sheet
Copies (Black & White)	\$0.10	1	page
Copies (Color)	\$0.75	/	page



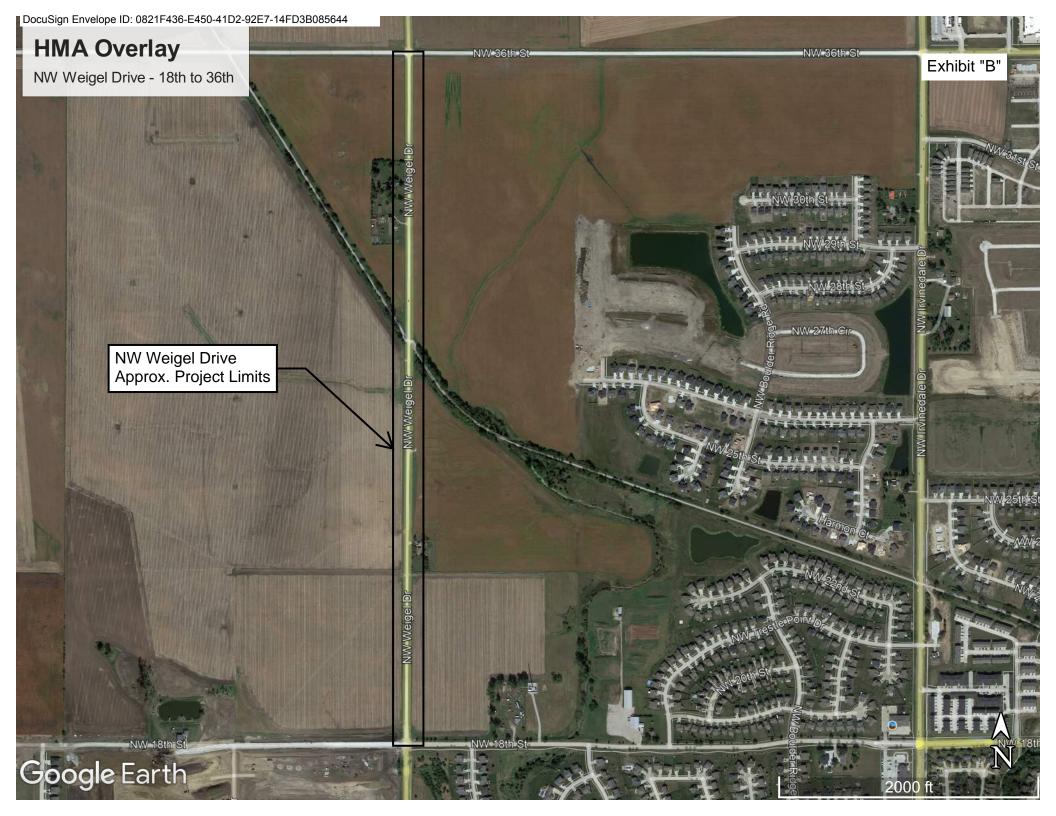


Exhibit 'C'

Additional Services

The following is a list of services not included in the current scope of services or compensation. This list is provided to further define the agreement scope. The list includes, but is not limited to:

- Wetland Delineation/Mitigation Services
- Phase 1/2 Environmental Site Assessment Services
- Additional Topographic or Boundary Survey other than noted in scope
- Revisions/Monitoring of the Storm Water Pollution Prevention Plan (SWPPP)
- Subdivision Platting
- Separate Site Plan Preparation
- Traffic Engineering/Studies
- Ultimate roadway design (ultimate cross section)
- Submittal/Permitting Fees
- Structural Engineering
- Technical Specification Preparation (Refer to SUDAS)
- Franchise Utility Design
- Storm/Sanitary/Water Design
- Color Renderings
- Easement Document Preparation
- Relocation Assistance
- Preconstruction Meeting
- Construction Services
- Construction Staking
- Construction Administration
- Construction Observation

Exhibit 'D'
Estimate of Hours by Task/Employee Classification

	Principal/ Proj. Mngr.	Land Surveyor	Project Engineer	Design Technician	CADD Operator	Construction Observor	Survey Field Crew	Clerical	Subconsultant Fee	Total Fee
Task 1 - Topographic Survey/Existing ROW Establishment	4	8	16				160			\$34,196
Task 2 - Existing Utility Information / Coordination	8		20				2			\$4,778
Task 3 - Joint Application Preparation	8		16					2		\$3,968
Task 4 - Prelim Roadway Design (NW 36th Street)	24		80	80	40		4			\$30,724
Task 5 - Prelim Roadway Design (NW Weigel Drive)	40		120	120	80					\$47,520
Task 6 - HMA Resurfacning Construction Drawing Preparation (Preliminary Plans)	25		45	60	15			3		\$20,534
Task 7 - HMA Resurfacning Construction Drawing Preparation (Check Plans)	40		70	90	20			4		\$31,382
Task 8 - HMA Resurfacning Construction Drawing Preparation (Final Plans)	15		25	30	5			1		\$10,848
Task 9 - Front End Contract Documents/Project Manual Prep.	24		40					4		\$10,616
Task 10 - Estimated Construction Costs	8		16					4		\$4,104
Task 11 - Bidding Services	4		4					16	\$750	\$3,178
Task 12 - Bid Letting Services	4		4					2		\$1,476
Task 13 - Geotechnical Investigation	2		2				2		\$12,500	\$13,540
								Subtotal		\$216,864
							Estim	ated Expe	enses	\$2,000
								Total		\$218,864

^{*} No construction phase services are included with this fee estimate



ANKENY CITY COUNCIL

City Council Agenda

April 1, 2024 5:30 PM

Mark Holm, Mayor Bobbi Bentz, Mayor Pro tem

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

ORIGINATING DEPARTMENT:

Municipal Utilities

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Amendment No. 1 to the Professional Services Agreement increasing the contract amount by \$51,395.00 with Dixon Engineering, for construction services on the Magazine Ground Storage Reservoir Rehabilitation Project.

EXECUTIVE SUMMARY:

Dixon Engineering has completed the design of the Magazine Ground Storage Reservoir Rehabilitation Project, and it has recently bid with award to O & J Coatings, Inc. for the rehabilitation and painting of the Magazine Ground Storage Reservoir.

The Municipal Utilities Department proposes to continue using Dixon Engineering to provide construction services for this project. The scope of the construction services along with the corresponding fees are shown in the attached Amendment No.1 to the Professional Services Agreement. A copy of the original Professional Services agreement is attached for reference. The fee for the construction services for the Magazine Ground Storage Reservoir Rehabilitation Project is \$51,395.00. The original Professional Services Agreement for design engineering and bidding services was \$8,175.00.

Adding Amendment #1 to the Professional Services Agreement increases the total contract to \$59,570.00.

It is recommended that the City Council approve Amendment No. 1 to the Professional Services Agreement with Dixon Engineering in the amount of \$51,395.00 for the Magazine Ground Storage Reservoir Rehabilitation Project.

FISCAL IMPACT: No

This project was included in the City of Ankeny's CIP for 2024 construction.

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the City Council approve Amendment No. 1 to the Professional Services Agreement with Dixon Engineering in the amount of \$51,395.00 for the Magaine Ground Storage Reservoir Rehabilitation Project.

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	PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):
	PUBLIC OUTREACH EFFORTS:
	ACTION REQUESTED:
	ADDITIONAL INFORMATION:
	ATTACHMENTS:
Click to download	
☐ Amendment #1	
Professional Services	Agreement



4811 S. 76th St., Suite 109 Greenfield, WI 53220 Telephone: (414) 529-1859

Fax: (414) 282-7830

AGREEMENT BETWEEN OWNER AND DIXON

FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of: _	10/16/2023	("Effective date")) between <u>C</u>	City of
Ankeny, Iowa ("Owner") and Dixon Enginee	ring, Inc. of Lake Odess	sa, Michigan (DIX	ON).	

IN WITNESS WHEREOF, the ("Owner") and ("DIXON") have executed this Agreement. The Owner's Project, of which DIXON's Services under this Agreement are a part, is generally identified as follows: Technical Specifications, Bidding and Contract Documents, Bid Opening Meeting on the 1,000,000 Gallon Reservoir (Magazine Rd) ("Project").

Other terms used in this Agreement are defined in EXHIBIT GP and EJCDC C-700-18®, Standard General Conditions of the Construction Contract, incorporated by reference into this Agreement.

This service fee is the Estimated Amount of \$8,175.

Proposals / Agreement Signatures

Tim Wilson, MPA, Project Manager	October 4, 2023	
PROPOSED by DIXON (Not a contract until ap	PROPOSAL DATE	
4C9E47CBE956471	Mayor	10/16/23
CONTRACT APPROVED BY OWNER	POSITION	DATE
Michelle Yuska	City Clerk	10/16/23
Co SIGNATURE (if required)	POSITION	DATE
	Project Manager	10/4/2023
AGREEMENT APPROVED by DIXON	POSITION	DATE

With the execution of this Agreement, DIXON and Owner shall designate specific individuals to act as DIXON's and Owner's representatives with respect to the services to be performed or furnished by DIXON and responsibilities of Owner under this Agreement, said individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

Designated Person: Don Clark	Designated Person: Tim Wilson, MPA	
Address for Owner's receipt of notices:	Address for DIXON's receipt of notices:	
City of Ankeny	Dixon Engineering, Inc.	
1210 NW Prairie Ridge Dr	4811 S. 76 th Street, Suite 109	
Ankeny, IA 50023	Greenfield, WI 53220	
Email: dclark@ankenyiowa.gov	Email: tim.wilson@dixonengineering.net	

Any notice required under this Agreement shall be in writing, addressed to the Designated Contract Person at its address on this signature page, or given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices be shall effective upon the date of receipt.

Page 1 of 22 Agreement Owner: City of Ankeny, IA Contract No: 15-77-03-03 Exhibits: A, C, E, GP, IR

Owner and DIXON further agree as follows:

ARTICLE 1 SERVICES OF DIXON

1.01 DIXON shall provide or cause to be provided:

- A. Contract and Project Management (Basic)Services: EXHIBIT A Part 1
- B. Resident Project Representative (RPR): EXHIBIT A Part 1
- C. Other Services: Services beyond the scope of Exhibit A are Additional Services.

ARTICLE 2 OWNER'S RESPONSIBILITIES

2.01 Owner shall provide or cause to be provided:

- A. Responsibilities set forth in Exhibit A, Part 1, Section C of each Phase.
- B. The Owner shall arrange for safe access to and make all provisions for DIXON to enter upon public and private property as required for DIXON to perform services under the agreement.

ARTICLE 3 SCHEDULE FOR RENDERING SERVICES

3.01 Commencement:

- A. DIXON is authorized to begin rendering services as of the Effective Date or mutually agreeable
- B. DIXON shall complete its obligations within a reasonable time. If a specific period for rendering services, or specific dates by which services are to be completed are required, the dates are provided in Exhibit A, and are hereby agreed to be reasonable.

ARTICLE 4 INVOICES AND PAYMENTS - PER EXHIBIT C

ARTICLE 5 OPINIONS OF COST – GENERAL PROVISIONS PER EXHIBIT GP

ARTICLE 6 GENERAL PROVISIONS PER EXHIBIT GP

ARTICLE 7 DEFINITIONS

- A. Whenever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the same meaning indicated in the Construction Contract Documents, EJCDC C-700 18.
- B. Additional definitions pertinent to invoicing or payment can be found in Exhibit C.

ARTICLE 8 EXHIBITS AND SPECIAL PROVISIONS

- A. EXHIBITS Included:
 - 1. EXHIBIT A, DIXON's Services and Owner's Responsibilities.
 - 2. EXHIBIT C, Basis of Fees, Invoicing, and Payment Matters.
 - 3. EXHIBIT C, Attachments C-1, and C-2.
 - 4. EXHIBIT E, Electronic Documents Protocol (EDP).
 - 5. EXHIBIT GP, General Provisions from the Agreement and Exhibits.
 - 6. EXHIBIT IR, Insurance Requirements and Limits of Liability.
- B. EXHIBITS to be added as needed:
 - 1. EXHIBIT B, Antenna Services to be performed by DIXON or Owner.
 - 2. EXHIBIT J, Special Provisions. Services added at/before Effective date (included in original Agreement sometimes referred to as an Addendum).
 - 3. EXHIBIT K, Amendment to Owner-DIXON Agreement for Services added or changed after effective date of this Agreement or for clarification if requested.
- C. EXHIBITS D, F, and H from EJCDC merged with other EXHIBITS or not used.

Agreement Owner: City of Ankeny, IA Page 2 of 22 Exhibits: A, C, E, GP, IR Contract No: 15-77-03-03

ARTICLE 9 MISCELLANEOUS PROVISIONS

9.00 Miscellaneous Provisions are items that pertain to the legal terms of this Agreement. All General Provisions from Article 6 are in Exhibit GP. General Provisions are those Provisions that refer mostly to services that result from this Agreement and subsequent Task Orders. (The General Provisions relate to the Work to be performed as opposed to these Miscellaneous Provisions which relate to Contract formation.)

9.01 Survival:

A. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

9.02 Severability:

A. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and DIXON, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.03 Successors, Assigns, and Beneficiaries:

- A. Owners and DIXON are hereby bound, and the successors, executors, administrators, and legal representatives of Owner and DIXON are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Unless expressly provided otherwise in this Agreement:
 - 1. Nothing in this Agreement shall be constructed to create, impose, or give rise to any duty owed by Owner or DIXON to any Contractor, other third-party individual or entity, or to any surety for or employee of any of them and not for the benefit of any other party.
 - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and DIXON and not for the benefit of any other party.

9.04 Waiver:

A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this agreement.

9.05 Accrual of Claims:

A. To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

9.06 **DIXON's Certifications:**

A. DIXON certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement.

9.07 Total Agreement:

A. This Agreement, (together with the included Exhibits) constitutes the entire agreement between Owner and DIXON and supersedes all prior written or oral understandings. This agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based, whenever possible, on the format of Exhibit K.

Agreement Owner: City of Ankeny, IA Page 3 of 22 Exhibits: A, C, E, GP, IR Contract No: 15-77-03-03

EXHIBIT A: Agreement Between Owner and DIXON

DIXON'S SERVICES AND OWNER'S RESPONSIBILITIES

Article 1 and 2 of the Agreement is supplemented to include the following agreement of the parties: DIXON shall provide Contract and Project Management (BASIC) Services, and Resident Project Representative (RPR).

DIXON has combined the six construction project phases into four phases: Design or Technical Specification Phase, Contract Document and Bidding Phase, Construction Phase, and Post Construction Phase. We then included DIXON's Basic Services, RPR Services, and Owner's responsibilities for each respective phase.

PART 1

A1.01 Design Phase – Technical Specifications:

- A. Basic Services:
 - 1. In preparing the Technical Specifications, use Design, Bid, Build Project Strategy.
 - 2. DIXON shall prepare Technical Specifications and Drawings to include:
 - a. Additions to General Conditions of Construction Contract relevant to coating projects.
 - b. Specifications and Drawings for Health, Safety and Structural Repairs if any.
 - c. Specifications for Coating Repair or Replacement.
 - 3. Advise Owner of additional reports, data, information, or services which may be necessary, and assist Owner in obtaining such materials.
 - 4. Furnish two review copies of the Design Phase documents, to Owner, and review those documents with Owner.
 - 5. After receipt, the Owner shall review the Design Phase documents and submit to DIXON any comments regarding the furnished items within two weeks of receipt or as mutually agreed.
 - 6. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
 - 7. In response to Owner's comments, as appropriate, make revisions and furnish to Owner one electronic copy of the revised Design Phase documents.
 - 8. DIXON's services under the Design Phase will be considered complete on the date when DIXON has delivered to the Owner the revised Technical Specifications.
- B. Design Phase RPR Services–None
- C. Design Phase Owner's Responsibility:
 - 1. Provide DIXON with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints-and upon DIXON's request, obtain, and furnish, such additional Project-related information and data as is reasonably required to enable DIXON to complete its Services.
 - 2. Give instructions to DIXON regarding Owner's procurement of construction services including instructions regarding Notice of Bids, Information for Bidders, Owner's construction contract practices and requirements, insurance and bonding requirements, requirements for electronic transmittals during construction, other information necessary for the finalization of Owner's bidding-related documents, and Construction Contract Documents.
 - 3. Owner shall be responsible for all requirements and instructions that it furnishes to DIXON pursuant to this Agreement. DIXON may use and rely upon such requirements, materials, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- D. Bidding and Contract Document Phase:
 - 1. Provide technical criteria and file applications for permits for approvals of governmental authorities having jurisdiction to review or approve the design; and revise the Technical Specifications in response, as appropriate.
 - 2. Include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, in electronic media or digital format. Any such

Agreement Owner: City of Ankeny, IA Page 4 of 22 Exhibits: A, C, E, GP, IR Contract No: 15-77-03-03

- protocols shall be applicable to transmittals between and among Owner, DIXON, and Contractor during the Construction Phase and Post-Construction Phase.
- 3. Prepare and submit to Owner for compliance with local state and municipal requirements:
 - a. Section 00 00 00 Notice to Bidders.
 - b. Section 00 24 00 Project Summary.
 - c. Section 00 21 13 Instructions to Bidders.
 - d. Section 00 22 13 General Conditions as modified by DIXON. EJCDC C-700-18. If Owner elects to use their own documents, then supply Additions to General Conditions.
 - e. Section 00 73 00 Supplemental Conditions to include insurance requirements furnished by Owner.
 - f. Section 00 52 00 Bid/Agreement Form as modified by DIXON.
 - g. Section 00 53 00 Schedule of Values Form.
- 4. Furnish for review by Owner, its legal counsel, insurance and other advisors, the draft bidding-related Bid Documents and review them with Owner. The Owner shall submit to DIXON any comments regarding the furnished items, and any instructions for revisions.
- 5. Revise the final Bid Documents and Specifications in accordance with comments and instructions from the Owner, as appropriate, and submit one electronic copy of revised documents to Owner.
- 6. Direct mail advertisements to Contractors who have been prequalified, as capable and responsive by DIXON.
- 7. Issue assembled Bid Documents to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, and receive and process contractor charges for the issued documents. Document Fees: charges will be retained as a printing, handling, and/or shipping fee.
- 8. Send Bid Documents to selected Builders Exchanges and Dodge Reports.
- 9. Address all written submitted questions, by letter or clarifying Addendum as appropriate to all Bidders and Agencies (Builders Exchange and Dodge Reports) identified as having received original documents from DIXON.
- 10. Attend and document bid opening, create bid tabs, and notify bidders of results after authorization of Owner.
- 11. Review the bids submitted to the Owner and recommend an award in writing based on lowest responsible and responsive bidder.
- 12. If Owner agrees, issue Notice of Award to recommended Bidder.
- 13. Review bonds and insurance submitted by selected Contractor solely as to compliance with insurance amounts and that bonds are of the format required. Insurance and Bonds are forwarded to the Owner for full review by their Insurance Consultant.
- 14. Furnish Owner and Contractor the Contract Documents for signatures and distribution. (One signed copy to Owner, one to Contractor and one to DIXON).
- 15. Furnish Owner with completed Notice to Proceed to sign and forward to the Contractor.
- 16. The Bidding and Contract Documents Phase will be considered complete upon issuance of Notice to Proceed.
- A. Bidding and Contract Document Phase-RPR Services-None.
- B. Bidding and Contract Documents Phase-Owner Responsibilities
 - 1. Use, unaltered, the Contract Documents provided by DIXON when entering into an agreement with the Contractor. DIXON will not unreasonably withhold a request to alter the document. If Owner elects to use their own General Conditions, then they shall include DIXON's Additions to General Conditions, unaltered unless both parties agree to alteration.
 - 2. Place and pay for advertisement for Bids as required by local ordinances in appropriate publications, method of advertising is to be determined by the Owner.
 - 3. Attend and participate in the pre-bid conference if any. Provide a place for the bid opening and open the Bids received.

Agreement Owner: City of Ankeny, IA Page 5 of 22 Exhibits: A, C, E, GP, IR Contract No: 15-77-03-03

- 4. Review Payment and Performance Bonds, and insurance certificates of selected Contractor. These should be reviewed by the Owner's insurance consultant and attorney for legality and compliance with required indemnification, subrogation, amounts and all other insurance matters.
- 5. Sign and forward to the Contractor the Notice to Award and Notice to Proceed. These Notices will be supplied to the Owner by DIXON.

A2.01 ADDITIONAL SERVICES

- A. Any service not listed or referenced above in Part 1 will be considered an Additional Service.
 - 1. All additional requested services and associated fees shall be documented by Exhibit K, Contract Amendment signed by both parties.

Agreement Owner: City of Ankeny, IA Page 6 of 22 Contract No: 15-77-03-03

Exhibits: A, C, E, GP, IR

EXHIBIT C: Agreement Between Owner and DIXON

BASIS OF FEES, INVOICING AND PAYMENT

General Provisions of Article 4 of the Agreement has been moved to this EXHIBIT C:

Part 1 BASIS OF FEES

C1.00 Owner's Responsibility:

A. Owner shall pay DIXON for Basic (Project Management and Contract Administration), Resident Project Representative (RPR), Post Construction Observation and Additional Services as detailed below and as summarized in Attachment 1 to Exhibit C. (Exhibit C-1).

C1.01 Basis:

- A. Standard Hourly Rates An amount equal to the cumulative hours charged to the Project by each classification of DIXON's personnel, times Standard Hourly Rates and Overtime rates for each applicable billing classification. (Exhibit C-2)
- B. Lump Sum (LS) Method: One agreed fee for completing an agreed defined scope of services.
- C. Unit Price (UP) Method: Can be considered individual Lump Sum amounts.

C1.02 Methods of Rate Calculation and Definitions including Limitations:

- A. Standard Hourly Rate (SHR) Method:
 - 1. The SHR method may be used for all services. It is more commonly used on portions of various Phase Services where scheduling and speed are controlled by the Contractor and may result in unforeseen project expenses; in Phase 3 Construction, Basic, and RPR services, and for Additional Services during all phases.
 - a. Overtime rates apply to over 40 hours worked between Monday and Friday.
 - b. Overtime rates apply for all hours worked on weekends and holidays.
 - c. Weekend and Holiday hours do not count toward the accounting for 40 hours.
 - 2. The SHR charged by DIXON constitutes full and complete compensation for DIXON services including labor costs, overhead, and profit but not Reimbursable Expenses.
 - 3. The Standard Hourly Rates per employee classification listed in Attachment C-2 do not include reimbursable expenses. The estimated Reimbursable Expenses are NOT calculated and averaged over the classification rate.
 - a. The estimator calculates the number of days a project is expected to require and calculates manpower required to match number of hours and services required.
 - b. The estimator then calculates Reimbursable Expenses based on the same criteria.
 - c. Both the total manpower estimate, and Reimbursable Expenses total estimate are added. And the total estimate is included in the fee schedule shown in Attachment C-1.
- A. Lump Sum (LS) Method: One agreed fee for completing an agreed defined scope of services. The Lump Sum Method fee charged by DIXON constitutes full and completed compensation for DIXON's services including labor costs, overhead, and profit, and reimbursable expenses.
- B. The Lump Sum Method is more commonly used by DIXON for portions of the Phases where DIXON has control over a greater percentage of unknowns, such as the Technical Specifications, Bidding and Contract Documents, and Post Construction Phases excluding fees for Additional Services.
 - 1. DIXON may use a Lump Sum for the entire project.
- D. Unit Price (UP) Method: Can be considered individual Lump Sum amounts. Reimbursable expenses are calculated and included in the Unit Price methods.
 - 1. The Unit Price Method is used when DIXON completes Hold Point Observations, Project Progress or Preconstruction Meetings, known, controlled portions of the Contract and unknown Post Construction (Additional Services).

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- 2. Exhibit J Amendment: If Amendment changes Scope of Services, then Additional Services may be negotiated Lump Sum or Standard Hourly Rate Method.
- 2. Exhibit B Antennas: LS, UP, or SHR or Combination per Exhibit K based on type of services.
- 3. Exhibit K Addendum: Addenda items (if any) may be negotiated according to any agreed method.
- 4. Subconsultants or Subcontractor Service Fees are not included in the SHR, LS, or UP methods. DIXON will invoice for Subconsultant's or Subcontractor's actual invoiced amount times a factor of 1.20. The 1.20 factor includes DIXON's overhead and profit associated with DIXON's responsibility for the administration of such services.
- E. Not every Method of Rate Calculation may be used in this or any Contract, but every contract may be amended by using Exhibit K. If additional Work proposed in Exhibit K involves a different Method of Rate Calculation, it will be clearly defined herein.

C1.03 Definitions including Limitations:

- A. Basic Services to be performed are identified as Basic Services in Exhibit A, or by reference, in the General Conditions (GC-700) of the Owner/Contractor Construction Documents. Basic Services are generally calculated using the SHR method. These services are contracted services and thus are prior authorized.
- B. RPR Services contractually agreed services per Exhibit A or by reference, in the General Conditions (GC-700) of the Owner/Contractor Construction Document RPR services. These services are primarily observation during the Construction phase. RPR Services are generally calculated using the SHR method for Full Time or Daily services and by Unit Price for Hold Point Observations. Often a Contract for RPR services involves a combination of the SHR and the Unit Price method. These are contracted services and thus are prior authorized.
- C. Contingent Services some services are Basic to every contract such as Preconstruction Meeting and review of Final Pay Request. Other Basic Services and the Project Manager's time associated with them are unknown. Some services are not used on all projects, such as review of multiple Pay Requests, Change Orders, Field Orders, and Work Change Directives. These are services which may or may not be needed, and thus Contingent. Contingent Services are generally calculated using the SHR method but may be Lump Sum or Unit Price method. These are contracted services and thus are prior authorized. Contingent services and fees may not be used in all contracts.
- D. Additional Services are services outside of the Scope of Services as defined in Exhibit A. These are NOT contracted services and prior authorization in the form of Exhibit K- Addendum to Agreement is required. The calculation of fees is Work dependent and may be calculated by the SHR method, or Lump Sum or Unit Price.
- E. Antenna Services are defined in Exhibit B and authorized by Exhibit K Antenna Addendum. The calculation of the services is usually a combination of Unit Price and SHR methods. These are contracted services (by addendum) and thus are prior authorized.

C1.04 Fees:

- A. Contracted Fees are detailed in this Exhibit C Attachment 1.
- B. Contingency Allowance Fees, if identified or requested, are intended to allow the flexibility to continue the Project and Services, without the need for an Addendum for additional fees. Contingent Fees may be transferred within the Project Phase or transferred to other project Phases as needed. Transfer does not require prior authorization. It is intended that any fees in this Contingency be used when other accounts are exhausted or minor Additional Services are required. Contingency fees unused will not be invoiced. Basic and/or RPR Fees may be increased to accomplish the same benefits of a Contingency Allowance.
- C. Set-Off Fees contractual Set-off: (Applies to Construction and Post Construction Phases only) as defined in the Technical Specifications and General Conditions of the Owner/Contractor Contract, is a Contractually agreed remedy for small violations or nonadherence of the Contract terms which

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result in extra or unnecessary expenses to the Owner. The cost for these unnecessary expenses is not foreseen and cannot be calculated. They are the same SHR or Unit Price method, that had the service been necessary would have been invoiced to Owner. These services generally do not require prior approval of Owner, because they are required in the administration of the Contract. Set-off fees are invoiced to the Owner, who pays DIXON. The Owner can then Set-off these charges from amounts owed to the Contractor.

- 1. A few examples of Set-off Fees are when the Owner has incurred extra charges or engineering costs related to:
 - a. Excessive submittal review,
 - b. Excessive evaluations of proposed substitutes,
 - c. Tests and inspections, or return Hold Point Observations to complete Field Work that were determined to be a failed inspection and,
 - d. Work is defective, requires correction or replacement including additional inspection costs.
- 2. Set-off is only used during the Construction and Post Construction Phases where additional Observation or engineering services are required to correct failed Work.

C1.05 Estimated Fee:

- A. The SHR Method of Rate Calculation is an estimate. The SHR Method is prepared based on extensive experience and is intended to be conservative.
 - 1. Calculating SHR includes, DIXON's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to DIXON under the agreement.
 - 2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to DIXON that the total compensation amount thus estimated will be exceeded, DIXON shall give Owner notice thereof, allowing Owner to consider its options, including suspension or termination of DIXON's services for Owner's Convenience. Upon notice, Owner and DIXON promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate DIXON's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by DIXON, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend DIXON's services during the negotiations and DIXON exceeds the estimated amount before Owner and DIXON have agreed to an increase in the compensation due DIXON or a reduction in the remaining services, then DIXON shall be paid for all services rendered hereunder.
 - 3. The requirements of minimum work hours and weeks shall remain in effect through negotiations and the minimum requirements of these paragraphs are not negotiable. An RPR is a professional, and if he remains on Site, he is guaranteed the minimum number of hours. Negotiations may Full Time or Daily RPR to Hold Point Observation Services or reduce the number of Daily Inspections. Then minimum hour requirements apply only to demobilization if RPR was Full Time.

C1.06 DIXON's Reimbursable Expenses Schedule and Standard Hourly and Overtime Rates:

- A. Attached to this Exhibit C is Attachment C-2, Standard Hourly Rate and Reimbursable Expense Schedule
- B. Annual Cost Adjustment January 1 each year.
 - 1. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually as of the first January 1 date past expiration date printed on Attachment C-2 to reflect equitable changes in the compensation payable to DIXON. Proposals sent after August 1st will have Attachment C-2 with effective rates through December 31 of the subsequent year.

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- 2. Unit Price for Hold Point observations and Lump Sum items shall be increased at the same time as hourly rate by the same percentage increase as Standard Hourly Rates.
- 3. Notification of these cost adjustments, or the issuance of an Addendum or Change Order are not required, but DIXON shall endeavor to so advise. Failure to supply notification does not waive the right to implement rate increases.

PART 2 INVOICING AND PAYMENT for Services in EXHIBIT A per EXHIBIT C-1:

- A. Preparation and Submittal of Invoices: DIXON will prepare invoices in accordance with its standard invoicing practices and the terms of this Exhibit C and Attachments C-1 and C-2. DIXON will submit its invoices to Owner monthly. Invoices are due and payable within 30 days of receipt. Small monthly invoices may be held by DIXON only, for a month or more and combined.
- B. Application to Interest and Principal: Payment will be credited first to any interest owed to DIXON and then to principal.
- C. Failure to Pay: If Owner fails to make any payment due DIXON for services and expenses within 30 days after receipt of DIXON's invoice, then:
 - 1. Amounts due DIXON will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said 30th day.
- D. Disputed Invoices: If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise DIXON in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.
- E. Sales or Use Taxes: If after the Effective Date any governmental entity takes an action that imposes additional sales or use taxes on DIXON's services or compensation, then DIXON may invoice such additional sales or use taxes for reimbursement by the Owner.

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EXHIBIT C ATTACHMENT C-1: Agreement Between Owner and DIXON

SUMMARY OF DIXON'S COMPENSATION FEES SCHEDULE of VALUES

1. The total compensation for services under this Agreement is the estimated total compensation amount of Eight Thousand, One Hundred, Seventy-Five Dollars, \$8,175 and summarized as follows:

Schedule of Values				
Description of Services	# of Units	Unit Price	Amount	Basis of Compensation
A1.01-Technical Specifications,				I C
Bidding and Contract Documents			\$7,175	Lump Sum
A1.01-Bid Opening Meeting			\$1,000	Unit Price
Total			\$8,175	

- 2. In the event of a conflict with the number in the Total and the written amount in 1 above or with the number on the Signature Page, the first governance shall be a review of math in this schedule of values.
- 3. DIXON may alter the distribution of compensation consistent with services actually rendered between individual phases of Basic and RPR Service with unused fees calculated by any method. Reallocation of fees shall not result in a total fee in excess of the total compensation amount unless approved by the Owner.

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EXHIBIT C ATTACHMENT C-2: Agreement Between Owner and DIXON

STANDARD HOURLY RATE AND REIMBURSABLE EXPENSE SCHEDULE

<u>Labor Class</u>	Per Hour	Overtime Rate
Principal	\$400.00	
Officer/Associate	\$200.00	
Project Manager	\$170.00	\$255.00
Engineer	\$175.00	\$263.00
CWI Welding RPR	\$187.00-\$205.70	\$277.50-\$308.00
DIXON Level 3 or NACE Certified Level 3 RPR	\$130.00-\$171.00	\$195.00-\$256.00
DIXON Level 2 or NACE Level 2 RPR	\$118.00-\$149.00	\$176.00-\$223.00
DIXON Level 1 or NACE Level 1 RPR	\$106.00-\$129.00	\$159.00-\$193.00
Contract Support Staff	\$135.00-\$165.00	\$204.00-\$248.00

<u>Expenses</u>	Metropolitan	Out-State
Mileage	\$0.80/mile + tolls	\$0.70/mile
Lodging	\$168.00 per diem	\$158.00 per diem
Meals	\$62.00 per diem	\$57.00 per diem

FEES EFFECTIVE THROUGH: December 31, 2023, Revised 9/8/2022

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EXHIBIT E: Agreement Between Owner and DIXON

ELECTRONIC DOCUMENTS PROTOCOL (EDP)

With so many personnel and parties involved in Construction, it is essential, especially through the Construction Phase, that all means of EDP, and communication be kept as simple and uniform as possible. Following is a consolidated Protocol prepared by EJCDC which DIXON will complete if contracted to follow. Otherwise, DIXON will open a line of communication as directed by email and when that contact has responded then by simple email, using the agreed addresses will be followed. This excludes Notice and Contract requirements of a contact Person (page One).

ARTICLE 1—ELECTRONIC DOCUMENTS PROTOCOL (EDP)

The Main Agreement is supplemented by the following consolidated Exhibit E and Exhibit E-Attachment 1: Software Requirements for Electronic Document Exchange:

E1.01 Electronic Documents Protocol

- A. Electronic Transmittals: The parties shall conform to the following provisions together referred to as the Electronic Documents Protocol ("EDP" or "Protocol") for exchange of electronic transmittals.
 - 1. Basic Requirements
 - a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents by Electronic Means using the procedures described in this Protocol. Use of the Electronic Documents and any information contained therein is subject to the requirements of this Protocol and other provisions of the Agreement.
 - b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.
 - c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Agreement.
 - d. Except as otherwise explicitly stated herein, the terms of this Protocol will be incorporated into any other agreement or subcontract between the Owner and DIXON and any third party for the Project. Nothing herein will modify the requirements of the Agreement and applicable Construction Contract Documents regarding communications.
 - e. When transmitting Electronic Documents, the transmitting Party makes no representations as to long term compatibility, usability, or readability of the items resulting from the receiving Party's use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.
 - 2. System Infrastructure for Electronic Document Exchange
 - a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions ("System Infrastructure") at its own cost and sufficient for complying with the EDP requirements. Except for minimum standards set forth in this EDP and any explicit system requirements specified by attachment to this EDP, it will be the obligation of each party to determine, for itself, its own System Infrastructure.
 - b. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology ("IT") for maintaining operations of its System Infrastructure during the Project.
 - c. Each party will operate and maintain industry-standard, industry-accepted, ISO-standard, commercial-grade security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, trojans, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of information from the other parties, including transmission of Electronic Documents by physical media such as CD/DVD/flash drive/hard drive. To the extent that a party

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- maintains and operates such security software and systems, it will not be liable to the other party for any breach of system security.
- d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties will cooperatively resolve the issues; but, failing resolution, the Owner is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent.
- e. Each party is responsible for its own back-up and archive of documents sent and received during the term of any Project contract/agreement under this EDP. Further, each party remains solely responsible for its own post-Project back-up and archive of project documents, as each party deems necessary for its own purposes, after the term of the contract
- f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.
- g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP.
- h. If the Owner operates a Project information management system (also referred to in this EDP as "Project Website") for use of Owner, DIXON, Contractors, during the Project for exchange and storage of Project-related communications and information, then that provision and requirements shall be identified in an Exhibit J Amendment.
- B. Software Requirements for Electronic Document Exchange; Limitations
 - 1. Each party will acquire the software necessary to create and transmit and read Electronic Documents received from the other party (and if relevant from third parties).
 - 2. Software and data formats for exchange of Electronic Documents will conform to the requirements set forth in the following Attachment 1 to this EDP, including software version, if listed.

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EXHIBIT E ATTACHMENT 1: Agreement Between Owner and DIXON

SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE

Item	Electronic Documents	Transmittal Means	Data Format	Note (1)	
a.1	General communications, transmittal covers, meeting notices, and responses to general information requests for which there is no specific prescribed form.	Email	EML		
a.2	Meeting agendas; meeting minutes; RFI's and Responses to RFI's; and Construction Contract administrative forms.	Email w/ Attach	PDF	(2)	
a.3	Contractor's Submittals (Shop Drawings, "Or Equal" requests, Substitute requests, documentation accompanying Sample submittals and other Submittals) to Owner and DIXON; and Owner's and DIXON's Responses to Contractor's Submittals, Shop Drawings, Correspondence, and Applications for Payment	Email w/ Attach	PDF		
a.4	Correspondence; Interim and Final Versions of reports, layouts, Specifications, Drawings, maps, calculations and spreadsheets, Construction Contract, Bidding/Proposal Documents, and Front-End Construction Contract Documents.	Email w/ Attach or LFE	PDF	(3)	
a.5	Layouts, plans, maps, and Drawings to be submitted to Owner by DIXON for future use and modification	Email w/ Attach or LFE	DWG		
a.6	Correspondence, reports, and specifications to be submitted by DIXON to Owner for future word processing use and modification	Email w/ Attach or LFE	DOCX		
a.7	Spreadsheets and data to be submitted to Owner by DIXON for future data processing use and modification DIXON can PDF any Spreadsheet.	Email w/ Attach or LFE	XLSX		
Notes		•	l.	I.	
(1)	All exchanges and uses of transmitted data are subject to the a Agreement and Construction Contract.	appropriate prov	visions of t	he	
(2)	Transmittal of written notices is governed by requirements of Contract.				
(3)	Transmittal of Bidding/Proposal Documents and Front-End Construction Contract Documents will be in manner selected by Owner in Exhibit A, Paragraph 1.05.A.1.a. Unless otherwise expressly stated, these documents and the Construction Contract will be transmitted in PDF format, including transmittals to bidders and Contractor.				
Key					
EML	Standard Email formats (.eml). Do not use stationery formatting or other features that impair legibility of content on screen or in printed copies.				
LFE	Agreed upon Large File Exchange method (FTP, CD, DVD, F		Sharing S	ervices.)	
PDF	Portable Document Format readable by Adobe® Acrobat Rea	der.			
DWG	Autodesk® AutoCAD. dwg format.				
DOCX	Microsoft® Word. docx format.		. 10		
DB	Microsoft® Access .mdb DIXON does not transmit Databas future use you will have the program.	e material If rec	juired for y	our	

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EXHIBIT GP: Agreement Between Owner and DIXON

GENERAL PROVISIONS AND RELATED CONDITIONS FROM AGREEMENT OR **EXHIBITS**

GP1.00 Time for Completion:

- A. The Effective Date of the Task Order and the times for completing services will be stated in each Task Order.
- B. If there is a change in the Scope of Services, or in Scope of Project, if Projects are delayed or suspended through no fault of DIXON, if the orderly and continuous progress of DIXON's services is impaired, if the agreed periods of time or dates are changed, if construction contract dates are extended, then the time for completion of DIXON's services, and the rates and amounts of DIXON's compensation, shall be adjusted equitably. Delay of Projects by Owner or Contractor until the next season (past the expiration date of Exhibit C-Attachment 2), is considered a Change in Scope of Services and the rates and amounts of DIXON's compensation shall be adjusted equitably in accordance with the succeeding year's Exhibit C Attachment 1 and 2.
- C. Owner shall give prompt written notice to DIXON whenever Owner observes or otherwise becomes aware of any development that affects the scope or time of performance of DIXON's services; the presence at the Site of any Constituents of Concern; or any relevant, material defect or nonconformance in: (a) DIXON's services, (b) the Work, (c) the performance of any Contractor, or (d) Owner's performance of its responsibilities under this Agreement.
- D. The Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay DIXON's performance of its services.
- E. If DIXON fails, through its own fault (for reasons within their control), to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

GP1.01 Opinions of Probable Construction Cost:

A. DIXON's opinions (if any) of probable Construction Cost are to be made on the basis of DIXON's experience, qualifications, and general familiarity with the construction industry. However, because DIXON has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive Bidding or market conditions, DIXON cannot and does not guarantee that proposals, Bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by DIXON in Evaluation Reports or verbally by DIXON.

GP1.02 Standards of Performance and Limitations of Authority of DIXON with Owner and Owner's Contractor:

- A. Standard of Care: The Standard of Care for all services performed or furnished by DIXON under this Agreement will be the care and skill ordinarily used by members of this subject profession practicing under similar circumstances at the same time and in the same locality.
- B. Conflict of Interest: Nothing in this Agreement will be construed to create or impose any duty on the part of DIXON that would conflict with DIXON's paramount obligations to the public health, safety, and welfare under the professional practice requirements governing DIXON, its Subconsultants or, and all licensed professionals employed by DIXON or its Subconsultants. If during the term of this Agreement a potential or actual conflict of interest arises or is identified.
 - 1. DIXON and Owner together will make reasonable, good faith efforts to avoid or eliminate the conflict of interest; to mitigate any adverse consequences of the conflict of interest; and, if necessary and feasible, to modify this Agreement to address the conflict of interest and its consequences, such that progress under the Agreement may continue.

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- 2. Such efforts will be governed by applicable Laws and Regulations and by any pertinent Owner's policies, procedures, and requirements (including any conflict-of-interest resolution methodologies) provided DIXON under this Agreement.
- C. Technical accuracy: Owner shall not be responsible for discovering deficiencies in the technical accuracy of DIXON's services. If deficiencies are discovered by DIXON/Owner/or Bidder; DIXON shall correct deficiencies in technical accuracy without additional compensation unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- D. Reliance on Others: Subject to the Standard of Care set forth above in Paragraph GP1.02. A, DIXON, and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers and their publishers, or technical standards.
- E. DIXON will make visits to the Site at intervals appropriate to the various stages of construction as DIXON deems necessary to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, DIXON, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents.
- F. DIXON shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall DIXON have authority over or be responsible:
 - 1. for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor or
 - 2. the safety precautions and programs incident thereto,
 - 3. or security or safety at the Project site, nor
 - 4. for any failure of a Constructor's furnishing and performing of its work.
 - 5. DIXON shall not be responsible for the acts or omissions of any Constructor or
 - 6. for Constructor's compliance with Laws and Regulations.
- G. DIXON makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services, nor assumes responsibilities for Contractor's failure to furnish material and provide the Work in accordance with Owner/Contractor Agreement.
- H. DIXON shall not be responsible for any decisions made regarding the construction Agreement requirements, or any application, interpretation, clarification, or modification of the construction Agreement documents other than those made by DIXON or its consultants.
- I. DIXON's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of the Section 975 of the Dodd-Frank Wall Street Reform and the Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements, or (4) providing legal advice or representation.
- J. DIXON shall not be required to sign any document, no matter by whom requested, that would result in DIXON having to certify, guarantee, or warrant conditions whose existence DIXON cannot ascertain within the authorized scope of DIXON's services. The Owner agrees not to make resolution of any dispute with DIXON or payment of any amount due to DIXON in any way contingent upon DIXON signing any such document.
- K. DIXON will obtain Owner's consent, which will not be unreasonably withheld, prior to releasing any publicity, including news and press releases, promotional publications, award and prize competition submittals, and other advertising regarding the subject matter of this Agreement. Nothing herein will limit DIXON's right to include information in statements of qualifications and proposals to others accurately describing its participation and participation of employees in the Project.

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GP1.03 Use of Documents:

- A. All Documents are instruments of service, and DIXON shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of DIXON) whether the Project is completed or not. NOTE: A delayed project may require revisions of the Bid Documents.
 - 1. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Specific Project.
 - 2. DIXON grants Owner a limited license to use the Documents on the Specific Project.
 - 3. Owner shall not use, reuse, or modify the Documents without written verification, completion, or adaptation by DIXON. If Owner reuses or modifies documents without authorization, Owner shall indemnify and defend DIXON from any liabilities that result from the reuse.
 - 4. The limited license to the Owner shall not create any rights in third parties.

GP1.04 Records Retention:

A. DIXON shall maintain on file in digital format, for a period of five years following completion or termination of its services under a specific Task Order, or such other period as required by Laws and Regulations, all Documents, records (including cost records), and design calculations related to DIXON's services or pertinent to DIXON's performance under the Task Order. Upon Owner's request, DIXON shall provide a copy of any such item to Owner at cost.

GP1.05 Suspension and Termination:

- A. Suspension:
 - 1. By Owner: Owner may suspend the Project for up to 90 days upon seven days written notice to DIXON.
 - 2. By DIXON: DIXON may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay DIXON for invoiced services and expenses, or in response to the presence of Constituents of Concern at the Site.
 - 3. If persistent circumstances beyond the control of DIXON have prevented it from performing its obligations under the Task Order.
 - 4. A suspension under a specific Task Order, whether by Owner or DIXON, does not affect the duty of the two parties to proceed with their obligations under other Task Orders.
- B. Termination for Cause Main Agreement: The obligation to provide further services under this Agreement may be terminated.
 - 1. For cause, by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - 2. By DIXON:
 - a. Upon seven days written notice if Owner demands that DIXON furnish or perform services contrary to DIXON's responsibilities as a licensed professional; or if services for the Project are delayed or suspended for more than 90 days for reasons beyond DIXON's control, or as the result of the presence at the Site of undisclosed Constituents of Concern.
 - b. DIXON shall have no liability to the Owner on account of either such termination. This Agreement will not terminate; however, if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof.
 - 3. For convenience, by Owner effective upon DIXON's receipt of notice from Owner.
- C. Termination for Cause Task Order:
 - 1. Either party may terminate a Task Order for cause upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement and the specific Task Order, through no fault of the terminating party.
 - a. Notwithstanding the foregoing, the Task Order will not terminate under Paragraph GP1.05.B.1 if the party receiving such notice begins, within 7 days of receipt of such

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notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.

- 2. In addition to its termination rights in Paragraph GP1.05. B.1, DIXON may terminate a Task Order for cause upon 7 days' written notice:
 - a. If Owner demands that DIXON furnish or perform services contrary to DIXON's responsibilities as a licensed professional.
 - b. If DIXON's services under the Task Order are delayed or suspended for more than 90 days for reasons beyond DIXON's control: or
 - c. As the result of the presence at or adjacent to the Site of undisclosed Constituents of Concern.
- 3. DIXON will have no liability to the Owner on account of any termination by DIXON for cause.
- D. Effective Date of Termination: If Owner terminates the Main Agreement for cause or convenience, Owner may set the effective date of termination at a time up to 30 days later than otherwise provided to allow DIXON to demobilize personnel and equipment from the Site to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files. DIXON shall be entitled to compensation for such tasks.
- E. Payments Upon Termination:
 - 1. In the event of termination by Owner or by DIXON for cause, DIXON shall be entitled to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.
 - 2. The scheduled time between Contract Award and the physical start of Construction, or if Construction is postponed for the off season (winter), shall not be considered a "suspension."

GP1.06 Controlling Law and Compliance with Laws and Regulations:

- A. DIXON shall comply with all instructions of Owner, and all requirements of Contractor's or Owner's safety program that are applicable to DIXON's performance of services under this Agreement and that Owner provides to DIXON in writing, prior to the Effective Date; subject to the Standard of Care set forth in Paragraph GP1.02. A above, and to the extent compliance is not inconsistent with professional practice requirements.
- B. The following may be the basis for modifications to Owner's responsibilities or to DIXON's scope of services, times of performance, or compensation:
 - 1. Changes after the Effective Date to Laws and Regulations.
 - 2. The receipt by DIXON; of changes after the Effective Date, of Owner-provided written policies and procedures.
- C. The General Conditions for any construction contract documents prepared hereunder are to be EJCDC C-700 "Standard General Conditions of the Construction Contract" prepared by the Engineer's Joint Contract Documents Committee, and as modified by DIXON unless expressly indicated otherwise. If Owner supplied General Conditions are used, then DIXON supplied Additions shall also be used to the extent they do not conflict with Owner's.

GP1.07 Dispute Resolution:

A. The Owner and DIXON agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking nonbinding mediation or exercising their rights at law.

Agreement Owner: City of Ankeny, IA Page 19 of 22 Exhibits: A, C, E, GP, IR Contract No: 15-77-03-03

- B. If negotiations fail then Owner and DIXON shall proceed to nonbinding mediation before a panel of three, one panel member selected by each party, and one mutually agreeable person. The only requirements are that neither party has any financial or relational control over any panel member. DIXON will select, based on expertise in dispute. (DIXON pays fees for their panel member, Owner pays fees of their member, and third member's fees are to be paid as directed by the panel, even though the panel's final dispute resolution is not accepted).
- C. After one trial mediation, unless an additional attempt is accepted by both parties either party may exercise their rights at law.

GP1.08 Environmental Condition of Site:

- A. Owner represents to DIXON that as of the Effective Date to the best of Owner's knowledge, there are no Constituents of Concern, other than those disclosed in writing to DIXON, exist at or adjacent to the Site.
- B. Undisclosed Constituents of Concern. For purposes of this Paragraph GP1.08 the presence at or adjacent to the Site of Constituents of Concern that was not disclosed to DIXON pursuant to Paragraph GP1.08. A, in such quantities or circumstances that such Constituents of Concern may present a danger to persons or property exposed to them, will be referred to as "undisclosed" Constituents of Concern.
 - 1. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of this Agreement or the Construction Contract, are not undisclosed Constituents of Concern.
 - 2. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under a Task Order are not undisclosed Constituents of Concern.
 - 3. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under another professional services contract for Owner, or as part of the work under a construction or remediation contract, are not undisclosed Constituents of Concern if DIXON has been informed of the general scope of such contract.
 - 4. Constituents of Concern in the Coating Industry DIXON and Owner acknowledge that the coating industry may generate hazardous waste or Constituents of Concern (C of C) when removing old coatings, C of C may be existing in soils from coating removal in the past, and some gasket materials contained asbestos. Old coatings may contain heavy metals such as lead, chrome, and cadmium. Hazardous solvents may be present in new coatings, thinners, or used in the cleaning of equipment. These materials may be C of C but are considered Disclosed C of C.
- C. If DIXON Encounters or learns of an undisclosed Constituents of Concern at the Site, then DIXON shall notify Owner. State and Federal notifications, if required, are the responsibility of the Owner
- D. Owner acknowledges that DIXON is performing professional services for Owner and that DIXON is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as determined in the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with DIXON's activities under this Agreement.

Agreement Owner: City of Ankeny, IA Page 20 of 22 Exhibits: A, C, E, GP, IR Contract No: 15-77-03-03

EXHIBIT IR: Agreement Between Owner and DIXON

INSURANCE REQUIREMENTS AND LIABILITY CONCERNS

The Agreement is supplemented to include the following agreement of the parties:

IR1.00 Insurance:

- A. The limits of liability for the insurance required on this project are as follows:
- B. By DIXON:

1.	Workers' Compensation:	Statutory
2.	Employer's Liability:	
	1) Bodily injury, each accident	\$1,000,000
	2) Bodily injury by disease, each employee	\$1,000,000
	3) Bodily injury/disease, aggregate	\$1,000,000
3.	General Liability:	
	1) Each Occurrence (Bodily Injury and Property Damage)	\$1,000,000
	2) General Aggregate	\$2,000,000
4.	Excess or Umbrella Liability:	
	1) Per Occurrence	\$5,000,000
	2) General Aggregate	\$5,000,000
5.	Automobile Liability:	
	1) Combined Single Limit (Bodily Injury and Property Damage):	\$1,000,000
6.	Professional Liability:	
	1) Each Claim Made	\$2,000,000
	2) Annual Aggregate	\$2,000,000

- C. Additional Insured's: The following individuals or entities are to be listed on DIXON's general liability policies of insurance as additional insured's: Owner and other parties requested by Owner Electronic Data Transmittal Protocol within reason.
- D. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and DIXON's interests in the Project. Owner shall also require Contractor to cause DIXON and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- E. DIXON shall deliver to the Owner certificates of insurance evidencing the coverages. Such certificates shall be furnished prior to commencement of DIXON's services and at renewals thereafter during the life of the Agreement.
- F. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights, and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against DIXON or its Consultants. Owner and DIXON waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. The Owner shall take appropriate measures in other Project-related contracts to secure waivers of rights.
- G. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.
- H. At any time, Owner may request that DIXON or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit IR. If so, requested by Owner, and if commercially available, DIXON

Agreement Owner: City of Ankeny, IA Page 21 of 22 Exhibits: A, C, E, GP, IR Contract No: 15-77-03-03

shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit IR will be supplemented to incorporate this requirement.

I. Definitions:

- 1. Owner and Party 1 is Owner and Owner's officers, directors, membership, partners, agents, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.
- 2. DIXON and Party 2 is DIXON and/or DIXON's officers, directors, members, partners, agents, employees, consultants, subcontractors, or others under contract to DIXON relative to this Project or Agreement.

IR1.01 Limitation of Liability:

A. DIXON's Liability Limited to Amount of Insurance Proceeds: DIXON shall procure and maintain insurance as required by and set forth in Exhibit IR to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by Laws and Regulations, the total liability, in the aggregate, of DIXON and Party 2 to Owner and anyone claiming by, though, or under Owner shall not exceed the total insurance proceeds paid on behalf of or to DIXON by DIXON's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of DIXON's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal), up to the amount of insurance required under this Agreement

IR1.02 Exclusion of Special, Incidental, Indirect, and Consequential Damages:

A. To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision in the Agreement. DIXON and Party 2 shall not be liable for special, incidental, indirect, or consequential damages arising out of, or related to this Agreement or the Project, from any cause or causes, including but not limited to: damage to water supply or reduction in fire protection.

IR1.03 Percentage Share of Negligence:

A. To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming under the other party for damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, DIXON, and all other negligent entities and individuals.

Agreement Owner: City of Ankeny, IA Page 22 of 22 Exhibits: A, C, E, GP, IR Contract No: 15-77-03-03



ANKENY CITY COUNCIL

City Council Agenda

April 1, 2024 5:30 PM

Mark Holm, Mayor Bobbi Bentz, Mayor Pro tem

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

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Public Works	Upgrade Essential Infrastructure
ACTION REQUESTED:	
Motion	
LEGAL:	
No Review Required	
	SUBJECT:
	er #1 changing the contract amount by \$0 to InRoads, LLC, for eet and NW Weigel Drive HMA Resurfacing project.
EX	KECUTIVE SUMMARY:
	ract early start date from April 15, 2024 to April 8, 2024. NW g the contractor to start construction early will allow for a shorter This is a no-cost change to the project.
I	FISCAL IMPACT: No
CITY MANA	AGER'S RECOMMENDATIONS:
PREVIOUS COUNC	CIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

	ACTION REQUESTED:	
	ADDITIONAL INFORMATION:	
	ATTACHMENTS:	
Click to download Change Order #1		



	CHANGE	= OKDE	RFORM				
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Ankeny	Address:						
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	Vendor Project #:	N	/A	Purcha	se Order #:	N/	Ά
	Original Contract Date:	February	19, 2024	Vendo	r Account #:	96	58
Date of Council Meeting	g:April 1, 2024	Change O	rder#:		1		
Purpose of Change Ord	ler:						
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	April	1, 2024	Re	evised C	ontract Amount	<u>\$ 1,6</u>	91,525.00

Date



ANKENY CITY COUNCIL

City Council Agenda

April 1, 2024 5:30 PM

Mark Holm, Mayor Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Public Works	Upgrade Essential Infrastructure
ACTION REQUESTED: Motion	
LEGAL: No Review Required	
	D III CIT

SUBJECT:

Consider motion to approve Amendment No. 1 to the Professional Services Agreement increasing the contract amount by \$24,740.00 with Nilles Associates Inc. for construction engineering services on the Vintage Business Park North Lake & Saylor Creek Repairs project.

EXECUTIVE SUMMARY:

Nilles Associates Inc. completed the design of the Vintage Business Park North Lake & Saylor Creek Repairs project which was bid locally on March 7, 2024. The Public Works Department proposes to continue using Nilles Associates Inc. for limited construction engineering services during construction of the project. The limited construction engineering services will include the following:

- 1. General Administration of construction contract,
- 2. Limited Resident Project Representative services,
- 3. Direct and document the pre-construction conference,
- 4. Reviewing the construction schedules,

- 5. Construction staking,
- 6. Site visits to review construction conformance with plans,
- 7. Clarification and interpretation of plans,
- 8. Field and change orders,
- 9. Show drawing review and documentation,
- 10. Payment application preparation and review,
- 11. Final review for substantial completion of project,
- 12. Certificate of Completion, as-built drawings, and associated final deliverables.

The scope of the construction engineering services and the corresponding fees are shown in the attached Amendment No. 1 to the Professional Services Agreement. A copy of the original Professional Services Agreement is also attached for reference.

The fee for the additional engineering services is \$31,740.00. The original Professional Services Agreement for design engineering services was \$94,900.00, but \$7,000.00 of the original contract was not used and the amendment reduces the original services amount by \$7,000.00. Adding Amendment No. 1 to the Professional Services Agreement increases the total contract amount to \$119,640.00.

It is recommended that the City Council approve Amendment No. 1 to the Professional Services Agreement with Nilles Associates Inc. in the amount of \$24,740.00 for the Vintage Business Park North Lake & Saylor Creek Repairs project.

FISCAL IMPACT: No

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This project is included in the City's current Capital Improvement Program with construction scheduled for 2024.
CITY MANAGER'S RECOMMENDATIONS:
PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):
PUBLIC OUTREACH EFFORTS:
ACTION REQUESTED:
ADDITIONAL INFORMATION:

ATTACHMENTS:

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Amendment No. 1

Professional Services Agreement

This is **EXHIBIT A1**, consisting of 6 pages, referred to in and part of **Amendment No. 1 to Owner-Engineer Agreement** dated August 7th, 2023.

Engineer's Services

Exhibit A of the Agreement is amended to include the following:

PART 1 - BASIC SERVICES

Engineer shall perform the following Additional Services:

A1.05 Construction Phase

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:
 - General Administration of Construction Contract: Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in the Construction Contract. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
 - 2. Resident Project Representative (RPR): Provide the services of a RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.
 - Pre-Construction Conference: Direct a pre-construction conference prior to commencement of Work at the Site, including preparation of an agenda and minutes of the meeting.
 - 4. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
 - 5. Construction Staking: As appropriate, provide construction staking to establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
 - 6. Visits to Site and Observation of Construction: In connection with observations of Contractor's Work while it is in progress:
 - e. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not

intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

- The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.
- 7. Defective Work: Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
- 8. Compatibility with Design Concept: If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
- 9. Clarifications and Interpretations: Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision

on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.

10. **[NOT USED]**

- 11. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
- 12. Change Orders and Work Change Directives: Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
- 13. Differing Site Conditions: Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.
- 14. Shop Drawings, Samples, and Other Submittals: Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
- 15. Substitutes and "Or-equal": Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.

16. [NOT USED]

- 17. Change Proposals and Claims: (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.
- 18. Applications for Payment: Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - e. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such

observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

- By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
- 19. Contractor's Completion Documents: Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.14. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.
- 20. Substantial Completion: Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist

Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.

- 21. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables:
 - e. Setup and attend weekly or bi-weekly on-site progress meetings throughout the duration of active construction.
- 22. Final Notice of Acceptability of the Work: Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner that the Work is acceptable to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.
- 23. Standards for Certain Construction-Phase Decisions: Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.
- B. Duration of Construction Phase: The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract. Duration of Construction Phase is anticipated to be 40 working days.

A1.06 Post-Construction Phase

- A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:
 - Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
 - Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.

- 3. Perform or provide the following other Post-Construction Phase tasks or deliverables:
 - e. Prepare and furnish to Owner record drawings showing appropriate information based on project annotated record documents received from Contractor. Provide survey-grade X, Y, Z data and feature type identifier for all manholes provided in a tabular text file format. This will include an 11x17 paper copy, a PDF copy, and a CAD file with street and utility linework.
 - f. Detailed post-construction topographic surveys are not included.
- B. The Post-Construction Phase services may commence during the Construction Phase.

This is **EXHIBIT C1**, consisting of 1 page, referred to in and part of the **Amendment No. 1 to Owner-Engineer Agreement** dated August 7th, 2023.

Payments to Engineer for Services and Reimbursable Expenses

Exhibit C of the Agreement is amended to include the following:

ARTICLE 2 – OWNER'S RESPONSIBILITIES

Paragraph C2.01.A.4 is modified to include the following:

A. The compensation for services shall be increased by \$24,740 based on the following estimated distribution of compensation:

C.	Final Design Phase original PSA)	\$33,400	(reduced	by	\$2,000	from
d.	Bidding or Negotiating Phase original PSA)	\$1,500	(reduced	by	\$5,000	from
e.	Construction Phase	\$28,240				
f.	Post-Construction Phase	\$3,500				

B. The total compensation for services under paragraph C2.01 is revised to be \$119,640.

This is **EXHIBIT D**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated August 7th, 2023.

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

Article 1 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 1 - SERVICES OF ENGINEER

D1.01 Resident Project Representative

- A. Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.
- B. Through RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A1, Paragraph A1.05, of this Agreement are applicable.
- C. The duties and responsibilities of the RPR are as follows:
 - General: RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 - Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.
 - Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

4. Safety Compliance: Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.

5. Liaison:

- e. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
- f. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-site operations.
- g. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
- 6. Clarifications and Interpretations: Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor.

7. Shop Drawings and Samples:

- e. Record date of receipt of Samples and Contractor-approved Shop Drawings.
- f. Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
- g. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.
- 8. Proposed Modifications: Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.

9. Review of Work; Defective Work:

e. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.

- f. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work.; and
- g. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. Inspections, Tests, and System Start-ups:

- e. Consult with Engineer in advance of scheduled inspections, tests, and systems startups.
- f. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- g. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- h. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
- Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

11. Records:

- e. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.
- f. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- g. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.
- h. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile

numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.

- i. Maintain records for use in preparing Project documentation.
- Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

12. Reports:

- e. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- f. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- g. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- h. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.
- 13. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
- 14. Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

15. Completion:

- Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
- f. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.

g. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Certificate of Completion.

D. Resident Project Representative shall not:

- 1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
- 2. Exceed limitations of Engineer's authority as set forth in this Agreement.
- 3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
- Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
- Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
- 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
- 7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
- 8. Authorize Owner to occupy the Project in whole or in part.

This is **EXHIBIT K**, consisting of 2 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated August 7th, 2023.

AMENDMENT TO OWNER-ENGINEER AGREEMENT Amendment No. 1

The Effective Date of this Amendment is: April 1, 2024.

Background Data

Effective Date of Owner-Engineer Agreement: August 7th, 2023.

Owner: City of Ankeny, IA

Engineer: Nilles Associates, Inc.

Project: VINTAGE BUSINESS PARK NORTH LAKE AND SAYLOR CREEK REPAIRS

Nature of Amendment:

Additional Services to be performed by Engineer

Modifications of payment to Engineer

Description of Modifications:

Exhibit A1

Exhibit C1

Exhibit D

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER: City of Ankeny, IA	ENGINEER: Nilles Associates, Inc.	
Ву:	By: John M	
Print	Print <i>V</i>	
name: Mark E. Holm	name: John Nilles	
Title: Mayor	Title: Pres.	
Date Signed: April 1, 2024	Date Signed: April 1, 2024	
Attest:		
Address for Owner's receipt of notices:	Address for Engineer's receipt of notices:	
1210 NW Prairie Ridge Dr.	1933 SW Magazine Road	
Ankeny, IA 50023	Ankeny, IA 50023	
Designated Representative (Paragraph 8.03.A):	Designated Representative (Paragraph 8.03.A):	
Becky Ford, PE, CFM	Jake Nilles, PE, CPESC	
Title: Stormwater & Environmental Manager	Title: Project Manager	
Phone Number: 515-963-3526	Phone Number: 515-360-3070	
F-Mail Address: RFord@Ankenylowa gov	F-Mail Δddress: iaken@nillesinc.com	

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of	August 7, 2023	("Effective Date") between
CITY OF ANKENY, IOWA		 ("Owner") and
NILLES ASSOCIATES, INC.		("Engineer").
Owner's Project, of which Engineer's services VINTAGE BUSINESS PARK NORTH LAKE AND S	•	rt, is generally identified as follows: ("Project").
Other terms used in this Agreement are define	ed in Article 7.	

ther terms used in this Agreement are defined in Article

Owner and Engineer further agree as follows:

ARTICLE 1 - SERVICES OF ENGINEER

- 1.01 *Scope*
 - A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER'S RESPONSIBILITIES

- 2.01 General
 - A. Owner shall have the responsibilities set forth herein and in Exhibit B.
 - B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.
 - C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
 - D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
 - 1. any development that affects the scope or time of performance of Engineer's services;
 - 2. the presence at the Site of any Constituent of Concern; or
 - 3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

ARTICLE 3 - SCHEDULE FOR RENDERING SERVICES

- 3.01 *Commencement*
 - A. Engineer is authorized to begin rendering services as of the Effective Date.
- 3.02 Time for Completion
 - A. Engineer shall complete its obligations within a reasonable time.

ARTICLE 4 - INVOICES AND PAYMENTS

- 4.01 Invoices
 - A. Preparation and Submittal of Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.
- 4.02 Payments
 - A. [NOT USED]
 - B. [NOT USED]
 - C. Disputed Invoices: If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.
 - D. Sales or Use Taxes: If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 - OPINIONS OF COST

- 5.01 Opinions of Probable Construction Cost
 - A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 **[NOT USED]**

5.03 Opinions of Total Project Costs

A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 - GENERAL CONSIDERATIONS

6.01 Standards of Performance

- A. Standard of Care: The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. Consultants: Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. Reliance on Others: Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. Compliance with Laws and Regulations, and Policies and Procedures:
 - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
 - Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date to Laws and Regulations;

- b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;
- c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.

G. [NOT USED]

- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- L. Engineer's services do not include providing legal advice or representation.
- M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 **[NOT USED]**

6.03 Use of Documents

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.
- B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 Electronic Transmittals

- A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating

systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 Insurance

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. Owner shall procure and maintain insurance.
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.

D. [NOT USED]

- E. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.
- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.06 **[NOT USED]**

6.07 *Controlling Law*

A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

6.08 Successors, Assigns, and Beneficiaries

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 - Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
 - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 - 3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

6.09 Dispute Resolution

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.10 Environmental Condition of Site

A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.

- B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.11 Indemnification and Mutual Waiver

- A. Indemnification by Engineer: To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants.
- B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations.
- C. Environmental Indemnification: To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys fees and

expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

- D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- E. Percentage Share of Negligence: To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- F. *Mutual Waiver*: To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

6.12 Records Retention

A. Engineer shall maintain on file in legible form, for a period of ten years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.13 Miscellaneous Provisions

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. Severability: Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

- D. Waiver: A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. Accrual of Claims: To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 - DEFINITIONS

7.01 Defined Terms

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
 - Addenda—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
 - Additional Services—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
 - Agreement—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
 - 4. Application for Payment—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
 - 5. Basic Services—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
 - 6. Change Order—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
 - 7. Change Proposal—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
 - 8. Constituent of Concern—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material

of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq.; (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

- 9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
- 10. *Construction Contract Documents*—Those items designated as "Contract Documents" in the Construction Contract, and which together comprise the Construction Contract.
- 11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
- 12. Construction Contract Times—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
- 13. Construction Cost—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
- 14. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- 15. Consultants—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.
- 16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
- 17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables,

- whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
- 18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
- 19. Effective Date—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
- 20. Engineer—The individual or entity named as such in this Agreement.
- 21. Field Order—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
- 22. Laws and Regulations; Laws or Regulations—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
- 23. Owner—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
- 24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
- 25. Record Drawings—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer as part of A1.06 Post-Construction Phase services and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
- 26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.
- 27. Resident Project Representative—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D with the future Construction Amendment.
- 28. Samples—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

- 29. Shop Drawings—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
- 30. Site—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
- 31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
- 32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
- 33. Substantial Completion—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
- 34. Supplier—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
- 35. Total Project Costs—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
- 36. Work—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
- 37. Work Change Directive—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

- B. Day:
 - 1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

- 8.01 Exhibits Included:
 - A. Exhibit A, Engineer's Services.
 - B. Exhibit B, Owner's Responsibilities.
 - C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
 - D. Exhibit D, [NOT USED]
 - E. Exhibit E, [NOT USED]
 - F. Exhibit F, [NOT USED]
 - G. Exhibit G, Insurance.
 - H. Exhibit H, Dispute Resolution.
 - I. Exhibit I, [NOT USED]
 - J. Exhibit J, [NOT USED]
 - K. Exhibit K, Amendment to Owner-Engineer Agreement.

8.02 Total Agreement

A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit K to this Agreement.

8.03 Designated Representatives

A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

8.04 Engineer's Certifications

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 - 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: GITYsiQFaANKENY	Engineer: NILLES ASSOCIATES, INC.		
By: Made Stocker	By: John M		
Print name: Mark E. Holm	Print name: John P. Nilles		
Title: Mayor	Title: President		
Date Signed: 8/7/23	Date Signed: Aug. 07, 2023		
Address for Owner's receipt of notices: 1210 NW Prairie Ridge Dr.	Address for Engineer's receipt of notices: 1933 SW Magazine Road		
Ankeny, IA 50023	Ankeny, IA 50023		
Designated Representative (Paragraph 8.03.A): Becky Ford, PE, CFM	Designated Representative (Paragraph 8.03.A): Jake Nilles, PE, CPESC		
Title: Stormwater & Environmental Manager	Title: Project Manager		
Phone Number: 515-963-3526	Phone Number: 515-360-3070		
E-Mail Address: BFord@Ankenylowa.gov	E-Mail Address: jaken@nillesinc.com		

This is **EXHIBIT A**, consisting of 4 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated August 7, 2023.

Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 - BASIC SERVICES

- A1.01 Concept Phase [NOT USED]
- A1.02 Preliminary Design Phase
 - A. Engineer shall:
 - Prepare Preliminary Design Phase documents consisting of final design criteria and preliminary drawings. Refer to Exhibit A-1 for Project Map.
 - 2. [NOT USED]
 - Provide necessary field surveys and topographic and utility mapping for Engineer's
 design purposes. Perform design locate request via lowa One Call and include field
 locates in topographic mapping.
 - 4. Visit the Site as needed to prepare the Preliminary Design Phase documents.
 - Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
 - 6. **[NOT USED]**
 - 7. Prepare an opinion of probable Construction Cost.
 - 8. Perform or provide the following other Preliminary Design Phase tasks or deliverables:
 - a. Preliminary plans showing proposed storm sewer layout, removals, and proposed grading.
 - b. One Preliminary Design Review Meeting.
 - Memo stating design assumptions, standards, calc's for new/modified storm sewers, intakes, and water quality treatment systems.
 - Furnish copy of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner for review.

 Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate.

B. [NOT USED]

A1.03 Final Design Phase

- A. After acceptance by Owner of the Preliminary Design Phase documents, Engineer shall:
 - 1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
 - Visit the Site as needed to assist in preparing the final Drawings and Specifications.
 - 3. [NOT USED]
 - 4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
 - [NOT USED]
 - 6. [NOT USED]
 - 7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner. City of Ankeny standard front-end documents, SUDAS Supplemental Specifications, and stormwater pollution prevention plan (SWPPP) template will be used for part of the specifications.
 - Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurementrelated instructions and forms, text, or content received from Owner.
 - 9. Perform or provide the following other Final Design Phase tasks or deliverables:
 - a. Final design plans to include the following:
 - 1) Demolition/removals plan.
 - 2) Details and Quantities.
 - 3) Survey Control (i.e. reference ties and benchmarks)
 - 4) Temporary Traffic Control and Staging Plan.
 - 5) Grading Plan
 - 6) Erosion Control Plan/SWPPP.
 - 7) Storm Sewer Plan and Profile sheets.
 - b. Prepare an initial SWPPP, using the City of Ankeny's standard SWPPP template, for erosion and sediment control related to construction activities, in compliance with the State of Iowa NPDES program. During construction phase, Owner shall be responsible for maintaining SWPPP to reflect current site conditions and to keep

- documentation as required by law. Engineer is responsible for publishing notice to Des Moines Register, preparing NPDES permit and paying application fee.
- c. Memo stating design assumptions, standards, calc's for new/modified storm sewers, intakes, and water quality treatment systems.
- d. Apply for any flood plain permits necessary with lowa Department of Natural Resources and the City.
- 10. Furnish for review by Owner a copy of the Construction Contract Documents.
- 11. Revise the final Construction Contract Documents in accordance with comments and instructions from the Owner, as appropriate.
- B. [NOT USED]
- C. [NOT USED]
- D. [NOT USED]

A1.04 Bidding or Negotiating Phase

- A. After acceptance by Owner of the final Drawings and Specifications and upon written authorization by Owner to proceed, Engineer shall:
 - 1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents. Quest CDN will be used for bid document distribution.
 - 2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.
 - 3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.
 - 4. Consult with Owner as to the qualifications of prospective contractors.
 - 5. **[NOT USED]**
 - 6. [NOT USED]
 - Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and
 assist Owner in evaluating bids or proposals, assembling final contracts and bonds for
 the Work for execution by Owner and Contractor, and in issuing notices of award of such
 contracts.

- 8. [NOT USED]
- 9. [NOT USED]
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors.
- A1.05 Construction Phase [NOT USED]
- A1.06 *Post-Construction Phase* [NOT USED]

PART 2 – ADDITIONAL SERVICES

- A2.01 Additional Services Requiring Owner's Written Authorization
 - A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.
 - Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
 - 2. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
 - 3. Furnishing services of Consultants for other than Basic Services.
 - 4. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
 - 5. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
 - 6. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
- A2.02 Additional Services Not Requiring Owner's Written Authorization [NOT USED]

PART 3 – PROJECT SCHEDULE

a.	08/25/2023	Submit Preliminary Plans
b.	09/15/2023	Owner review comments to Engineer
C.	09/29/2023	Submit second set of preliminary plans and preliminary set of front ends to
		owner.
d.	10/13/2023	Owner review comments to Engineer.
e.	11/10/2023	Submit Final & Front Ends to Owner
f.	11/22/2023	Place Plans & Front Ends on QuestCDN
g.	12/12/2023	Bid Opening
h.	12/18/2023	Award Contract

EXHIBIT A-1

G (M/L) ABANDONED G (M/L) ABANDON G (M/L) SW MAGAZINE ROAD SW STATE OF THE SECOND @O ⊙ ₀ STREET SW STATE SW VINTAGE **NORTH** 250 125 **NILLES ASSOCIATES** SCALE 250'

This is **EXHIBIT B**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated August 7, 2023.

Owner's Responsibilities

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

- B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:
 - A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
 - B. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
 - C. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
 - D. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.

This is **EXHIBIT C**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated August 7, 2023.

Payments to Engineer for Services and Reimbursable Expenses

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER'S RESPONSIBILITIES

- C2.01 Compensation For Basic Services Standard Hourly Rates Method of Payment
 - A. Owner shall pay Engineer for Basic Services set forth in Exhibit A as follows:
 - An amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer's Consultants' charges, if any.
 - The Standard Hourly Rates charged by Engineer constitute full and complete compensation for Engineer's services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or Engineer's Consultants' charges.
 - 3. Engineer's Standard Hourly Rates are attached to this Exhibit C as Appendix 2.
 - 4. The total compensation for services under Paragraph C2.01 is estimated to be \$94,900 based on the following estimated distribution of compensation:

a.	Concept Phase	[NOT USED]
b.	Preliminary Design Phase	\$53,000
c.	Final Design Phase	\$35,400
d.	Bidding or Negotiating Phase	\$6,500
e.	Construction Phase	[NOT USED]
f.	Post-Construction Phase	[NOT USED]

- 5. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner.
- The total estimated compensation for Engineer's services included in the breakdown by phases as noted in Paragraph C2.01.A.4 incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer's Consultants' charges.

- 7. [NOT USED]
- 8. [NOT USED]
- C2.02 Compensation For Reimbursable Expenses
 - A. Owner shall pay Engineer for all Reimbursable Expenses.
 - B. Reimbursable Expenses include the following: permit application fees, costs for Quest CDN, and reproduction costs for Contract Documents.
 - C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project.
- C2.03 [NOT USED]

This is **Appendix 2 to EXHIBIT C**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated August 7, 2023.

Standard Hourly Rates Schedule

A. Standard Hourly Rates:

 Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

B. Schedule:

Hourly rates for services performed on or after the date of the Agreement are:

Engineer VIII	\$188.00/hr
Engineer VII	•
Engineer VI	\$171.00/hr
Engineer V	\$154.00/hr
Engineer IV	\$137.00/hr
Engineer III	\$112.00/hr
Engineer II	\$93.00/hr
Engineer I	\$75.00/hr
Landscape Architect V	\$162.50/hr
Landscape Architect IV	\$145.50/hr
Landscape Architect III	\$128.50/hr
Landscape Architect II	\$112.00/hr
Landscape Architect I	\$93.00/hr
Land Surveyor VI	\$131.00/hr
Land Surveyor V	\$117.50/hr
Land Surveyor IV	\$105.50/hr
Land Surveyor III	\$92.50/hr
Land Surveyor II	\$80.00/hr
Land Surveyor I	\$67.50/hr
Technician VI	\$131.00/hr
Technician V	\$117.50/hr
Technician IV	\$105.50/hr
Technician III	\$92.50/hr
Technician II	\$80.00/hr
Technician I	\$67.50/hr
Administrative	\$68.50/hr

Exhibit G

City of Ankeny Insurance Requirements for Professional Services

1.	Nilles Associates, Inc. shall furnish a signed Certificate of Insurance to the City of Ankeny, Iowa for the coverage required in Exhibit A prior to commencing work and at the end of the project if the term of work is longer than 60 days. Providers presenting annual certificate shall present a Certificate at the end of each project with the final billing. Each Certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent. Each Certificate shall include a statement under Description of Operations as to what issued. For Project #
	include a statement under Description of Operations as to why issued. Eg: Project # or Lease of premises at or construction of
2.	All policies of insurance required hereunder shall be with a carrier authorized to do business in Iowa and all carriers shall have a rating of A or better in the current A.M. Best's Rating Guide.
3.	Each Certificate shall be furnished to the contracting department of the City of Ankeny.
4.	Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Ankeny. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.
5.	Subcontractors and sub subcontractor performing work or service shall provide a Certificate of Insurance in accord with Exhibit G - A.
6.	All required endorsements to various policies shall be attached to Certificate of Insurance.
7.	Whenever a specific ISO form is listed, an equivalent form may be substituted subject to the provider identifying and listing in writing all deviations and exclusions that differ from the ISO form.
8.	Provider shall be required to carry the minimum coverage / limits, or greater if required by law or other legal agreement, in Exhibit G - A.
9.	Whenever an ISO form is referenced the current edition of the form must be used.
10.	By requiring such insurance, the City of Ankeny shall not be deemed or construed to have assessed the risk that may be applicable to the Contractor its agents, representatives, employees, or subconsultants under this Contract. The insurance requirements herein for this Contract in no way limit the indemnity covenants contained in the Contract.

or types.

11. The City of Ankeny in no way warrants that the limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees, or subcontractors. The Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. The Contractor is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration,

Exhibit G - A

A) COMMERCIAL GENERAL LIABILITY

General Aggregate Limit	\$ 2,000,000
Products-Completed Operations Aggregate Limit	\$ 2,000,000
Personal and Advertising Injury Limit	\$ 1,000,000
Each Occurrence	\$ 1,000,000
Fire Damage Limit (any one occurrence)	\$ 50,000
Medical Payments	\$ 5,000

- a) Coverage shall be written on an occurrence, not claims made, form. All deviations from the standard ISO commercial general liability form CG 0001, or Business owners form BP 0002, shall be clearly identified.
- b) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit" or CG 25 03 "Designated Construction Project (s) General Aggregate Limit" as appropriate.
- c) Include endorsement indicating that coverage is primary and non-contributory.
- d) Include endorsement to preserve Governmental Immunity. (Sample attached).
- e) Include an endorsement that deletes any fellow employee exclusion.
- f) Include additional insured endorsement for:

The City of Ankeny, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 2026.

B) AUTOMOBILE LIABILITY

\$ 1,000,000 (Combined Single Limit)

C) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

Statutory benefits covering all employees injured on the job by accident or disease as prescribed by lowa Code Chapter 85 as amended.

Coverage A Statutory – State of Iowa
Coverage B Employers Liability

Each Accident \$500,000 Each Employee-Disease \$500,000 Policy Limit-Disease \$500,000

Policy shall include an endorsement providing a waiver of subrogation to the City of Ankeny. Coverage B limits shall be greater if required by Umbrella Carrier.

D) UMBRELLA LIABILITY

\$ 2,000,000

Umbrella liability coverage must be at least following form with the underlying policies included herein.

E) PROFESSIONAL LIABILITY

\$ 2,000,000

• The Contractor shall maintain Errors and Omissions Liability covering negligent acts, errors and/or omissions, including design errors of the Contractor for damage sustained by reason of or in the course of operations under this Contract. The policy/coverages shall be amended to include the following:

Amendment of any Contractual Liability Exclusion to state: "This exclusion does not apply to any liability of others which you assume under a written contract provided such liability is caused by your negligent acts."

- In the event that any professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Contract is completed.
- Policy shall contain a waiver of subrogation against the City of Ankeny.

F) CONTRACTOR'S ENVIRONMENTAL LIABILITY

\$ 2,000,000

 Applicable if Professional Services performed includes Environmental activities included but not limited to: use or application of hazardous materials, environmental testing, monitoring, assessment or cleanup, transportation of hazardous materials, pesticide spraying and certain recycling and waste reduction activities.

Preservation of Governmental Immunities Endorsement

- Nonwaiver of Governmental Immunity. The insurance carrier expressly agrees and states that the
 purchase of this policy and the including of the City of Ankeny, lowa as an Additional Insured does not
 waive any of the defenses of governmental immunity available to the City of Ankeny, lowa under Code
 of lowa Section 670.4 as it now exists and as it may be amended from time to time.
- 2. <u>Claims Coverage</u>. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of lowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of lowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.
- 3. <u>Assertion of Governmental Immunity.</u> The City of Ankeny, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier.
- 4. <u>Non-Denial of Coverage</u>. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Ankeny, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Ankeny, Iowa.
- 5. <u>No Other Change in Policy.</u> The above preservation of governmental immunities shall not otherwise change or alter the coverage available under this policy.

This is **EXHIBIT H**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated August 7, 2023.

Dispute Resolution

Paragraph 6.09 of the Agreement is supplemented to include the following agreement of the parties:

H6.09 Dispute Resolution

A. Mediation: Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

This is **EXHIBIT K**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated August 7, 2023.

AMENDMENT TO OWNER-ENGINEER AGREEMENT Amendment No. _____

The Effective Date of this Amendment is:	
Background Data:	
Effective Date of Owner-Engineer A Owner: Engineer: Project:	Agreement:
Nature of Amendment:	
Description of Modifications:	
Agreement Summary:	
including those set forth in Exhibit C. Owner and Engineer hereby agree to modify the	\$
By: Print name:	By: Print name:
Title:	Title:
Date Signed:	Date Signed:



ANKENY CITY COUNCIL

City Council Agenda

April 1, 2024 5:30 PM

Mark Holm, Mayor Bobbi Bentz, Mayor Pro tem

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

ORIGINATING DEPARTMENT: Municipal Utilities	COUNCIL GOAL: Upgrade Essential Infrastructure
ACTION REQUESTED: Motion	
LEGAL: No Review Required	
SUB	JECT:
Consider motion to approve Payment #6 in the amou Environment, LLC for engineering services on the No	
EXECUTIVE	E SUMMARY:
FISCAL IN	MPACT: No
CITY MANAGER'S R	ECOMMENDATIONS:
PREVIOUS COUNCIL/COM	MISSION/BOARD ACTION(S):
PUBLIC OUTRI	EACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download

Payment #6

	Project Title: North Four N				r Mile Creek Trunk Sewer - Phase 2					
aty of	Contractor:		Foth	n Infrastru	onment	onment				
Ankeny	Address:		8191 Birchw	ood Cour	t, Suite L, Joh	nston, I	A 50131			
bringing it all tagether	Finance Bud	get Code:	660.3660.4	210	Finance Pro	ject#	66	0.4210		
	Vendor Proje	ect or Invoid	-	6	***	PO#				
	Original Con	tract Date:	Septemb	er 5, 2023	Ner	ndor#		2078		
Date of Council Meeting:		1, 2024			PAYMENT			6		
	PAYN	IENT PERIC	D: From:F	ebruary	1, 2024 Th	rough: .	Februa	ry 29, 2024		
0 1 10										
Contract Summary		•	20,000,00							
Original Contract Amount:		\$	29,000.00	•						
Net change by Change Orde		\$	100,000.00	•	420,000	00				
Contract Amount to Date: (lin	e 1 ± 2)				129,000.					
Total completed and stored t	to date:	\$	42,697.77							
Retainage: 0 % of Com		\$	-	•						
Total Earned less Retainage	5			\$	42,697.	77				
Less previous applications for				\$	37,809.	36				
SUBTOTAL						- \$		4,888.41		
						_				
OTHER CHARGES (Attach an	itemized list)					\$		-		
CURRENT PAYMENT DUE						\$		4,888.41		
Balance to finish, including r	etainage:				86,302.	23				
					_					
Contract Time Remaining (If	applicable)			- Working	g Days					
The undersigned Contractor certifies that	to the best of the Co	ntractor's knowled	dge, information and b	elief the work	covered by this Ap	plication fo	r Pavment ha	s been completed		
in accordance with the Contract Docume payments received from the Owner, and	nts, that all the amou	nts have been paid	d by the Contractor fo							
Construction Contractor App		SHOWIT HETEIN IS II	ow due.							
Construction Contractor App	Firm Nar	ne								
Signature						Date				
Engineer / Consultant Appro	val:		Foth In	frastructu	re & Environn	nent				
Andy Floy Dishiy signed by And DN: ON-Andy S. Floy, Accounts, OU-Member DO-Ecom	ers, DC=foth,	ne						10.0004		
Readon: I am approvin Date: 2024.03.18 16.2 Signature	3.15-0500°					Date		18, 2024		
City of Ankeny Staff Approve	al:									
Donald	Do 1						3-5	1-24		
VUI	Clark					. D-1-				
Signature						Date				
Submit to:		Donald Cla	rk DE Diron	tor of Mar	nicinal I Itilitica					
	Ankenylowa.c		rk, P.E Direc Phone:	(515) 963		Fax:	(515)	963-3535		
a	, antonylowa.		- ' '	(3.5) 500			(0,0)			

Date Printed: 3/18/2024

Previous App	lications for	Payment
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No.	Date	Amount
1	November 6, 2023	\$ 8,946.00
2	November 20, 2023	\$ 8,742.50
2 3 4	January 2, 2024	\$ 4,830.10
4	February 5, 2024	\$ 8,742.50 \$ 4,830.10 \$ 1,909.04 \$ 13,381.72
5	March 4, 2024	\$ 13,381.72
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Provious	Applications	for Paymont

No.	Date	Amount
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Record of Change Orders

No.	Date	Amount
1	January 16, 2024	\$ 100,000.00
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Working Days

TOTAL

\$ 100,000.00

TOTAL \$ 37,809.36

Invoice



Foth Infrastructure & Environment,LLC P.O. Box 8418 Carol Stream, IL 60197-8418

NOTE: Communications concerning disputed debts, including an instrument tendered as full satisfaction of a disputed debt, are to be sent to Foth Infrastructure & Environment, LLC treasures, 2121 Inviovation Court, Suite 100, P.O. Bax 5095, De Pere, WI 54115-5095

March 18, 2024

Project No:

0023A020.00

Invoice No:

89066

City of Ankeny 410 W First St. Ankeny, IA 50023

Invoice Total

USD 4,888.41

Project

0023A020.00

North Four Mile Creek Trunk Sewer - Phase 2

Professional Services through February 29, 2024

Professional Personnel

	Hours	Rate	Amount
Project Manager II	3.00	208.00	624.00
Project Engineer II	13.00	172.00	2,236.00
Technician IX	5.00	181.00	905.00
Technician II	2.50	109.00	272.50
Construction Manager III	3.00	188.00	564.00
Project Administrator II	1.00	106.00	106.00
Totals	27.50		4,707.50
Total Labor			

Total Labor

4,707.50

Expenses

180.91

Billing Limits	Current	Prior	To-Date
Total Billings	4,888.41	37,809.36	42,697.77
Limit			129,000.00
Remaining			86.302.23

Total This Invoice

USD 4,888.41



ANKENY CITY COUNCIL

City Council Agenda

April 1, 2024 5:30 PM

Mark Holm, Mayor Bobbi Bentz, Mayor Pro tem

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

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Municipal Utilities	Upgrade Essential Infrastructure
ACTION REQUESTED:	
Motion	
LEGAL:	
No Review Required	
	SUBJECT:
	the North Four Mile Creek Trunk Sewer project.
EXECU	JTIVE SUMMARY:
FISC	CAL IMPACT: No
CITY MANAGE	R'S RECOMMENDATIONS:
PREVIOUS COUNCIL/O	COMMISSION/BOARD ACTION(S):
PUBLIC O	OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download

Payment #23

	Project Title:			North	1 Four IV	lile Creek	Trunk S	ewe		
city of	Contractor:			Foth	Infrastr	ucture & I	Environn	nent		
Ankeny	Address:		819	1 Birchw	ood Cou	ırt, Suite L	t, Suite L, Johnston, IA 50131			
bringing it all together	Finance Budget Code: 660 Vendor Project or Invoice #:		0.3660.4210		Finance Project #		t #	660.4210		
				23		P	O # ¯			
	Original Con	tract Date:		March	7, 2022		Vendo	r#	2	2078
Date of Council Meeting:	April	1, 2024				PAYM	ENT RE	QUI	EST#_	23
	PAYN	IENT PERIO	D: Fr	om:F	ebruary	1, 2024	Throu	gh: -	Februar	y 29, 202
Contract Summary										
Original Contract Amount:		\$	127	,100.00						
Net change by Change Orde	ars.	\$,500.00						
Contract Amount to Date: (lin		-		,000.00	\$	300	600.00			
Contract / infount to Date. (iii)	10 1 2 2)									
Total completed and stored to	to date:	\$	229	,741.36						
Retainage: 0 % of Com	pleted Work:	\$		-						
Total Earned less Retainage	: :				\$	229	741.36			
Less previous applications for	or payment:				\$	215	219.50	•		
SUBTOTAL								\$		14,521.8
OTHER CHARGES (Attach an	itemized list)							\$		-
CURRENT PAYMENT DUE								\$		14,521.8
Balance to finish, including r	etainage:				<u> </u>	70	858.64	-		
Contract Time Remaining (If	applicable)			_	Workir	ng Days				
The undersigned Contractor certifies that	t to the best of the Co	ntractor's knowled	ae. infor	mation and b	elief the wo	rk covered by	this Applicat	tion for	Payment ha	s been comple
in accordance with the Contract Docume	nts, that all the amou	nts have been paid	by the (
Payments received from the Owner, and the Construction Contractor App		SHOWIT HETEIN IS TH	w due.							
Construction Contractor App	Firm Nan	ne		*						
Signature								Date		
Engineer / Consultant Appro				Foth In	rastruct	ure & Env	ironmen	t		
Andy Floy Dotally signed by And DN: CN=Andy S. Floy, Accounts, OU+Membe Pasters is an account.	ty s. Floy Firm Nan , OU=Active User inst, DC=foth, DC=com	ne							Manala d	0.0004
Resion I en approvin Date 2024 03.18 16.1	4.06-05007							Date	March 1	8, 2024
City of Ankeny Staff Approva	al·									
would	Clab								3-21	-24
Signature								Date		
Submit to:		Donald Clas	4 D 5	Diroc	for of M.	unioinal I II	ilition			
Submit to: E-mail: dclark@	Ankenylowa.g	Donald Clar			(515) 96			ах:	(515)	963-3535
L-man. <u>uciark(d</u>	erninellylowa.g	UV	711	one	(010) 90	10-0028		αλ.	(010)	ann-3030

Date Printed: 3/18/2024

Previous	Applications	for Pay	ment

No.	Date		Amount
1	May 2, 2022	\$	11,492.32
2		\$	10,883.60
3	June 6, 2022	\$	19,350.00
4	June 20, 2022	\$	
5	September 6, 2022	\$	19,132.80
6	October 17, 2022	\$	13,143.00
7	November 7, 2022		14,746.20
	November 21, 2022	\$	4,324.00
8	January 3, 2023	\$	1,097.00
9	February 6, 2023	\$	18,565.20
10	March 6, 2023	\$	7,310.00
11	March 20, 2023	\$	14,595.26
12	May 1, 2023	\$	1,951.69
13	June 5, 2023	\$	2,580.57
14	July 3, 2023	\$	4,737.17
15	August 7, 2023	\$	2,963.58
16	August 21, 2023	\$	2,499.00
17	October 2, 2023	\$	20,966.22
18	November 6, 2023	\$	9,245.40
19	November 20, 2023	\$	8,828.03
20	January 2, 2024	\$	8,265.16
21	February 5, 2024	\$	9,290.74
22	March 4, 2024	\$	9,252.56
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Previous	Applications	for Payment

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Record of Change Orders

No.	Date	Amount
1	October 17, 2022	\$ 11,500.00 \$ 162,000.00
2 3	April 17, 2023	\$ 162,000.00
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Contract Time Remaining	
Contract Period:	Working Days
Original Contract Date:	
Original Contract Time:	
Added by Change Order:	•
Contract Time to Date:	-
Time Used to Date:	
Contract Time Demaining:	-

\$ 173,500.00

TOTAL

TOTAL \$ 215,219.50

Invoice



REMIT TO:

Foth Infrastructure & Environment,LLC P.O. Box 8418 Carol Stream, IL 60197-8418

NOTE: Communications concerning disputed debts, including an instrument tendered as full satisfaction of a disputed debt, are to be sent to Foth Infrastructure & Environment, LLC treasures, 2121 Innovation Court, Suite 100, P.O. Box 5095, De Pere, WI 54115-5095

March 18, 2024

Project No:

0022A004.00

Invoice No:

89065

City of Ankeny 410 W First St. Ankeny, IA 50023

Invoice Total

USD 14,521.86

Project

0022A004.00

North Four Mile Creek Trunk Sewer

Professional Services through February 29, 2024

Professional Personnel

	Hours	Rate	Amount
Project Manager II	2.00	208.00	416.00
Project Engineer II	5.00	172.00	860.00
Staff Engineer I	2.50	131.00	327.50
Technician II	98.00	109.00	10,682.00
Construction Manager III	7.00	188.00	1,316.00
Project Administrator II	1.00	106.00	106.00
Totals	115.50		13,707.50

Total Labor

13,707.50

Expenses

814.36

Billing Limits	Current	Prior	To-Date
Total Billings	14,521.86	215,219.50	229,741.36
Limit			300,600.00
Remaining			70,858.64

Total This Invoice

USD 14,521.86



ANKENY CITY COUNCIL

City Council Agenda

April 1, 2024 5:30 PM

Mark Holm, Mayor Bobbi Bentz, Mayor Pro tem

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

ORIGINATING DEPARTMENT: Municipal Utilities	COUNCIL GOAL: Upgrade Essential Infrastructure		
ACTION REQUESTED: Motion			
LEGAL: No Review Required			
SUB	JECT:		
Consider motion to approve Payment #12 in the amount of \$6,801.60 to Foth Infrastructure and Environment, LLC for engineering services on the NW State Street Extension project.			
EXECUTIVE	E SUMMARY:		
FISCAL IN	MPACT: No		
CITY MANAGER'S R	ECOMMENDATIONS:		
PREVIOUS COUNCIL/COM	MISSION/BOARD ACTION(S):		
PUBLIC OUTRI	EACH EFFORTS:		

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download

Payment #12

	Project Title:	NW State Street Extension							
city of	Contractor:	Contractor: Foth Infrastructure & Environment							
Ankeny	Address:		8191 Birchy	vood Cou	rt, Suite L,	Johnste	on, I	4 50131	
bringing it all tagether	Finance Bud	get Code:	885.3885.	4210	Finance	Projec	t #	885	.4210
	Vendor Proje	ect or Invoice	#:	12		PO) # ⁻		
	Original Con	tract Date:	March	6, 2023		Vendo	r#	2	078
	•	-					_		
Date of Council Meeting:	April	1, 2024			PAYM	ENT RE	QUE	EST#	12
	PAYM	IENT PERIOD	: From:	February	1, 2024	Throug	gh:	Februar	y 29, 2024
							_		
Contract Summary									
Original Contract Amount:		\$	473,400.00						
Net change by Change Orde	ers:	\$	-						
Contract Amount to Date: (lin	ie 1 ± 2)			- \$	473,4	100.00			
Total completed and stored to	to date:	\$	462,439.84	_					
Retainage: 0 % of Com	pleted Work:	\$	s •						
Total Earned less Retainage	:			\$	462,4	139.84			
Less previous applications for	or payment:			\$	455,6	38.24	1		
SUBTOTAL							\$		6,801.60
OTHER CHARGES (Attach an	itemized list)						\$		
CURRENT PAYMENT DUE							\$		6,801.60
Balance to finish, including r	etainage:			\$	10,9	960.16			
Contract Time Remaining (If	applicable)		-	_ Workin	g Days				
The sundanting of Combonton and Good back			!-fti	haliaf tha	di aarraa d broth	in Anniina		Daymant has	
The undersigned Contractor certifies that in accordance with the Contract Docume			•		•			•	
payments received from the Owner, and	100	shown herein is now	due.						
Construction Contractor App									
	Firm Nan	ne							
Signature							Date		
Engineer / Consultant Appro	val:		Foth I	nfrastructu	ure & Envi	ronmen	t		
Digitally signed by And	ys. Floy Firm Nan	ne							
Reason: I am approvin Date: 2024.03.07.16.3	g this document 3.31-0600"							March 7	7, 2024
Signature							Date		
City of Ankeny Staff Approve	al:								
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	@Ankenylowa		Phone:	(515) 96			ax:	(515) (963-3535
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Previous Applications for Payment							
No.	Date						
1	May 1, 2023	\$	25,629.81				
2	June 5, 2023	\$	71,489.33				
3	July 3, 2023	\$	48,422.90				
4	August 7, 2023	\$	21,666.10				
5	August 21, 2023	\$ \$	21,628.00				
6	October 2, 2023	\$	60,553.50				
7	November 6, 2023	\$	72,962.10				
8	November 20, 2023	\$	54,071.50				
9	January 2, 2024	\$	38,365.40				
10	February 5, 2024	\$	32,300.10				
11	March 4, 2024	\$	8,549.50				
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Record of Change Orders					
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	TOTAL	\$ -			

Contract Time Remaining	
Contract Period:	Working Days
Original Contract Date:	
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	
Time Used to Date:	
Contract Time Remaining:	_

TOTAL \$ 455,638.24

Invoice



Foth Infrastructure & Environment,LLC P.O. Box 8418 Carol Stream, IL 60197-8418

NOTE: Communications concerning disputed debts, including an instrument tendered as full satisfaction of a disputed debt, are to be sent to Foth Infrastructure & Environment, LLC treasurer, 2121 Innovation Court, Suite 100, P.O. Bas 5095, De Pere, WI 54115-5095

March 18, 2024

Project No:

0023A007.00

Invoice No:

89058

City of Ankeny 410 W First St. Ankeny, IA 50023

Invoice Total

USD 6,801.60

Project

0023A007.00

NW State Street Extension

Professional Services through February 29, 2024

Professional Personnel

	Hours	Rate	Amount
Project Manager II	5.50	208.00	1,144.00
Project Engineer III	24.50	184.00	4,508.00
Staff Engineer II	4.80	142.00	681.60
Technician IX	2.00	181.00	362.00
Project Administrator II	1.00	106.00	106.00
Totals	37.80		6,801.60
Total Labor			

6,801.60

Billing Limits	Current	Prior	To-Date
Total Billings	6,801.60	455,638.24	462,439.84
Limit			473,400.00
Remaining			10,960.16

Total This Invoice

USD 6,801.60





Summary of Services Report - Project Code: 885.4210

Project Title: NW State Street Extension

Period:

February 1st to February 29th, 2024

Work Completed:

Progress on the project within the report period involved the following work tasks:

Ongoing project coordination and project management.

• Coordinated with City and CDA on Hope Crest design modifications

Work Scheduled:

The following work tasks will be completed in March of 2024:

- Continue design development coordination and project management.
- Coordinate with CDA on Hope Crest design changes.
- Update roadway profile with changes from CDA design
- Update culverts and storm sewer design with changes from CDA design

Submittal Schedule:

The following dates are according to the original project contract:

Professional Services Agreement Approved
Design Survey and Mapping
April, 2023
April, 2023
Traffic Study
June, 2023
Functional Design
August, 2023
Preliminary Design
October, 2023

General Comments:

None



ANKENY CITY COUNCIL

City Council Agenda

April 1, 2024 5:30 PM

Mark Holm, Mayor Bobbi Bentz, Mayor Pro tem

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

ORIGINATING DEPARTMENT: Municipal Utilities	COUNCIL GOAL: Upgrade Essential Infrastructure				
ACTION REQUESTED: Motion					
LEGAL: No Review Required					
SUB	JECT:				
Consider motion to approve Payment #15 in the amount of \$30,498.42 to HDR Engineering, Inc., for engineering services on the NW Irvinedale Elevated Storage Tank project.					
EXECUTIVE	E SUMMARY:				
FISCAL II	MPACT: No				
CITY MANAGER'S R	RECOMMENDATIONS:				
PREVIOUS COUNCIL/COM	MISSION/BOARD ACTION(S):				
PUBLIC OUTRI	EACH EFFORTS:				

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download

Payment #15

	Project Title:							
city of	Contractor:	HDR Engineering, Inc.						
Ankeny	Address:	ddress: 300 E. Locust Street, Suite 210, Des Moi					nes, IA, 50309-1823	
beinging it all together	Finance Buo	lget Code:	611	1.3611.4210 F		Finance Projec	ct#	611.4210
	Vendor Proje	ect or Invoic	e #:		103457	779 P	0#	
	Original Con	tract Date:		June 6	, 2022	Vendo	or# —	3452
	,0	8.						
Date of Council Meeting:	April	1, 2024				PAYMENT RE	QUES	ST# 15
	PAYN	IENT PERIO	D: Fro	om:	anuary	28, 2024 Throu	gh:l	February 24, 2024
Contract Summary		100						
Original Contract Amount:		\$		00.00				
Net change by Change Orde	rs:	\$	528,	787.00				
Contract Amount to Date: (lin	e 1 ± 2)				\$	990,787.00	_	
Total completed and stored t	o date:	\$	492	498.42				
20 To 10 To	pleted Work:	\$	702,	-				
Total Earned less Retainage		Ψ			\$	492,498.42		
					\$	462,000.00	-	
Less previous applications fo	or payment.				φ	402,000.00	-	20 400 42
SUBTOTAL							<u>\$</u>	30,498.42
OTHER CHARGES (Attach an	itemized list)						\$	2
OTTIER OTTAINOLO (Allaciral	i iterilized listy							
CURRENT PAYMENT DUE							\$	30,498.42
Balance to finish, including re	etainage:				\$	498,288.58		
							-	
Contract Time Remaining (If	applicable)			-	Worki	ng Days		
The undersigned Contractor certifies that in accordance with the Contract Document								
payments received from the Owner, and		shown herein is no	w due.					
Construction Contractor App	roval: Firm Nar							
	Firm Nai	me						
Signature							Date	
Engineer / Consultant Appro	val:			Н	DR Eng	gineering, Inc.		
527	Location: Ames, low	MB navei						
Signature	Contact Info: 515.28	80.4973					Date	
City of Ankeny Staff Approve	al·						Duto	
i la al la constantina	1							
Wonald Cl	ank						3-	21-24
Signature		V-13	_			10.10	Date	1
Submit to:				on Clarl	k, P.E.			
E-mail: DClark(@Ankenylowa.	gov	Pho	one:	(515)96	63-3529 F	-ax:	
-			777					

Previ	ous Applications for F	ay	ment
No.	Date		Amount
1_	July 6, 2022	\$	23,100.00
3	August 4, 2022 September 1, 2022	\$	23,100.00
	September 1, 2022	\$	55,440.00
4	September 28, 2022	\$	73,920.00
5	October 25, 2022	\$	46,200.00
6	November 30, 2022	\$	101,640.00
7 8	January 11, 2023	\$ \$	62,370.00 18,480.00
9	February 7, 2023 March 6, 2023	\$	16,170.00
10	May 16, 2023		13,860.00
11	June 12, 2023	မှာ မှာ	4,620.00
12	September 8, 2023	\$	13,860.00
13	October 6, 2023	\$	4,620.00
14	February 6, 2024	\$	4,620.00
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Reco	rd of Change Orders				
No.	Date	Amount			
1	February 5, 2024	\$ 528,787.00			
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	TOTAL	\$ 528,787.00			
	IIIm				
C ====	rast Time Demain!				
Cont	ract Time Remaining	MAI-Ada 5			
Contract Period: Working Days					

l 1	117	 l	Contract Period:	vvorking Days
	118		Original Contract Date:	
	119		Original Contract Time:	
	120		Added by Change Order:	
			 Contract Time to Date:	-
			Time Used to Date:	
TOTAL		\$ 462,000.00	Contract Time Remaining:	-



HDR Engineering, Inc. Omaha, NE 68106 Phone: (402) 399-1000

City of Ankeny Don Clark, P.E.

1210 NW Prairie Ridge Drive

Ankeny, IA 50023

Reference Invoice Number with Payment

HDR Invoice No. Invoice Date Invoice Amount Due

Payment Terms

1200606155 20-Mar-2024 \$30,498,42 Net 30

Remit to

PO Box 74008202 Chicago, IL 60674-8202

Wire transfer to

Bank of America ML US ABA #081000032 Account# 355004076604

Email invoices to Don at: dclark@ankenyiowa.gov

NW Irvinedale Elevated Storage Tank

Professional Services

From:

28-Jan-2024 To: 24-Feb-2024

Design

·	\$473,750.00		\$473,750.00	\$462,000.00	\$11,750.00
Elevated Storage Tank (EST)	\$473,750.00	100.00%	\$473,750.00	\$462,000.00	\$11,750.00
Professional Services		Complete	To Date	Previous Fee Involced	Invoiced

Construction Phase Services

Professional Services Summarization	Hours	Billing Rate Amount
Modeler	7.00	924.49
Project Accountant	2.50	340.47
Project Engineer	23.00	2882,61
Project Manager	26.50	5943.43
Sr Project Engineer	25,00	5702.44
Electrical Engineer	1.00	174.93
Civil Site Engineer	1.00	197.23
CAD Designer	10,50	1532,26
RPR	2.50	326.1
Jr Modeler	0.50	53.85
	99.50	\$18,077.81
	Total Professional Services	\$18,077.81

Expense Summarization		Amount
Mileage		\$223.36
Miscellaneous		\$396.32
Printing		\$50.93
	Total Expenses	\$670.61

Amount Due This Invoice (USD)

\$18,748.42	

\$30,498.42

1	Fee Amount	\$990,787.00
	Fee Invoiced to Date	\$492,498.42
	Fee Remaining	\$498,288.58

HDR Internal Reference Only				
Client Number	18054			
Cost Center	10134			
Contract Number	10345779			

Monthly Progress Report

Date: Wednesday, March 20, 2024

Project: Ankeny NW Irvinedale Elevated Storage Tank

To: Don Clark, P.E.

From: Rob Baker, P.E.

Subject: Monthly Progress Report for February 2024

Activities of the Previous Months

Overall Design - 100% Completed

 Comments were received from City Staff after the final modeling report was delivered. HDR discussed these comments with staff and made revisions to the model.

Construction Administration

- Precon meeting completed in December 2023, project submittal and RFI system set up.
- Reviewed submittals and RFIs.
- Reviewed and recommended approval of partial payment application 1 from CB&I

Construction Observation

 The contractor was not mobilized during the period and observation was not provided. RPR attended Precon meeting and started project setup and organization.

Construction Survey (Nilles)

No activity during the period.

Elevated Tank Inspection and Testing (Dixon)

No activity during the period.

Construction Materials Testing and Special Inspections (Terracon)

No activity during the period.

Planned Activities for the Next Month

Task 9 - Construction Administration

- 1 Preconstruction conference Completed
- 2 Prepare conformed documents Completed
- 3 Project Meetings site visits Not started
- 4 Respond to RFIs Ongoing
- 5 Draft and coordinate change orders not started
- 6 Submittals (shop drawings) Review ongoing
- 7 Review pay applications and client invoicing ongoing
- 8 Disinfection testing/startup not started
- 9 Project Closeout not started
- 10 Prepare record drawings not started
- 11 Davis-Bacon & AIS compliance not started

<u>Task 10 – Construction Observation</u>

1 - Construction Observation - not started

General comments:

 Construction phase services have been started at-risk to HDR to keep the Project moving forward. We have made requested revisions to our amendment for construction phase services (Tasks 9 and 10) and resubmitted for City approval.



ANKENY CITY COUNCIL

City Council Agenda

April 1, 2024 5:30 PM

Mark Holm, Mayor Bobbi Bentz, Mayor Pro tem

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

ORIGINATING DEPARTMENT:	COUNCIL GOAL:				
Public Works Upgrade Essential Infrastructure					
ACTION REQUESTED:					
Motion					
LEGAL:					
No Review Required					
	SUBJECT:				
Consider motion to approve Payment #15 in engineering services on the SE 3rd Street Imp	the amount of \$15,397.25 to JEO Consulting Group, Inc., for provements - Phase 2 project.				
EXEC	CUTIVE SUMMARY:				
FIS	SCAL IMPACT: No				
CITY MANAG	GER'S RECOMMENDATIONS:				
PREVIOUS COUNCIL	L/COMMISSION/BOARD ACTION(S):				
PUBLIC	OUTREACH EFFORTS:				

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download

Payment #15

	Project Title:		SE	3rd Stree	et Imp	roveme	ents - Pl	nase 2	<u> </u>	
city of	Contractor: JEO Consulting Group, In			oup, Inc						
Ankenv	Address: 1615 SW Main Street, Suite 205, A						nkeny	, IA		
bringing it all together	Finance Bud	get Code:	42% - 658.3 58% - 695.3		F	inance	e Projec	t#		658.4210 695.4210
	Vendor Proje	ct or Invoic	e #:	20017	0.02		P	o # _		
	Original Con	tract Date:	June	20, 2022	2 .		Vendo	r#_	7	7827
##										
Date of Council Meeting:	April	1, 2024				PAYM	ENT RE	QUES	ST #	15
	PAYM	ENT PERIC	D: From:	Februar	y 10,	2024	Throug	gh: _	March	n 8, 2024
Contract Summary										
Original Contract Amount:		\$	106,780.0							
Net change by Change Orde		\$	75,380.0			400	400.00			
Contract Amount to Date: (lin	e 1 ± 2)					182,	160.00			
Total completed and stored t	o data:	¢	120,501.0	10				•		
Total completed and stored t Retainage: 0 % of Com	pleted Work:	\$	120,501.0							
Total Earned less Retainage		Ψ		\$		120	501.00			
Less previous applications for				\$			103.75			
SUBTOTAL	, paymont					,		\$		15,397.25
								•		•
OTHER CHARGES (Attach an	itemized list)							\$		-
CURRENT PAYMENT DUE								\$		15,397.25
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Balance to finish, including re	etainage:					61,	659.00			
Contract Time Remaining (If	applicable)		-	Work	king D	ays				
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The undersigned Contractor certifies tha completed in accordance with the Contra	act Documents, that a	Il the amounts ha	ave been paid by	the Contracto						
Construction Contractor Ann		ent payment show	vn herein is now o	lue.						
Construction Contractor App	Firm Nan	ne								
Signature								Date		
Engineer / Consultant Appro	val:		J	EO Cons	ulting	Group	, Inc.			
m must	Firm Nan	ne								
///. Whitell									March 1	13, 2024
Signature								Date		
City of Ankeny Staff Approve	al:									
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Beek to	va							3	242	024
Signature								Date		
Submit to:	Rocky	Ford PF (CFM - Storm	Water &	Envir	onmon	tal Man	nar		
NAME OF THE PARTY	Ankenylowa d		Phone:					ayer av	(515)	063-3526

Previous Applications for Payment						
No.	Date		Amount			
1	August 1, 2022	\$	6,090.00			
2	September 5, 2022	\$	17,092.50			
3	October 3, 2022	\$	6,496.25			
4	November 7, 2022	\$	22,783.75			
5	December 19, 2022	\$	15,661.25			
6	January 3, 2023	\$	10,681.25			
7	February 6, 2023	\$	7,326.25			
8	March 6, 2023	\$	6,340.00			
9	April 3, 2023	\$	1,193.75			
10	May 1, 2023	\$	1,901.25			
11	June 5, 2023	\$	4,112.50			
12	October 16, 2023	\$	412.50			
13	November 6, 2023	\$	1,453.75			
14	March 4, 2024	\$	3,558.75			
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Previous Applications for Payment

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PREVIOUS PAY APP TOTAL = \$ 105,103.75

Record of Change Orders

No.	Date		Amount
1	February 19, 2024	\$	75,380.00
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CHANGE ORDER TOTAL = \$ 75,380.00

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	0.0
Time Used to Date;	
Contract Time Remaining:	0.0





Invoice

March 19, 2024

Invoice Amount:

Project No:

R200170.02

Invoice No:

149046 15,397.25

Becky Ford City of Ankeny 220 W 1st Street Ankeny, IA 50023

Project Manager

Michael Mitchell

Project

R200170.02

Ankeny SE 3rd Street Improvements - Phase 2

Professional Services through March 8, 2024

Include Current Pay App with invoice

*	Contract Amount	Percent Complete	Billed-to-Date	Previous Billing	Current Billing
Hourly to a Maximum Phase(s)					
Final Design	\$71,239.00		\$71,239.00	\$62,075.00	\$9,164.00
Bidding Phase Services	\$5,235.00		\$5,235.00	\$3,558.75	\$1,676.25
Limited Construction Administration	\$9,910.00		\$1,042.00	0.00	\$1,042.00
Construction Staking	\$27,830.00		\$3,252.50	0.00	\$3,252.50
Monument Preservation	\$5,175.00		\$262.50	0.00	\$262.50
Total	\$119,389.00		\$81,031.00	\$65,633.75	\$15,397.25

Total Amount Due Upon Receipt:

\$15,397.25

Email invoice to: BFord@Ankenylowa.gov

Project R200170.02 Ankeny SE 3rd St Improvements - Phase 2 149046 Invoice Billing Backup Tuesday, March 19, 2024 JEO Consulting Group, Inc. Invoice 149046 Dated 3/19/2024 12:16:48 PM R200170.02 Project Ankeny SE 3rd Street Improvements - Phase 2 Phase 306FD Final Design Hours this Invoice Hours Amount 45 - Transportation Senior Engineer 1/12/2024 .50 205.00 102.50 45 - Transportation Project Manager 1/8/2024 1.00 175.00 175.00 45 - Transportation Project Manager 1/9/2024 4.00 175.00 700.00 45 - Transportation Project Manager 1/10/2024 5.00 175.00 875.00 45 - Transportation Project Manager 1/12/2024 2.50 175.00 437.50 45 - Transportation Project Manager 1/15/2024 2.00 175.00 350.00 45 - Transportation Project Manager 1/16/2024 2.00 175.00 350.00 45 - Transportation Project Manager 1/19/2024 3.00 175.00 525.00 45 - Transportation Project Manager 2.00 1/23/2024 175.00 350.00 45 - Transportation Project Manager 1/29/2024 3.00 175.00 525.00 45 - Transportation Project Manager 1/30/2024 .19 175.00 33.25 45 - Transportation Project Manager 1/30/2024 .01 175.00 1.75 45 - Transportation Project Manager 2/1/2024 2.00 175.00 350.00 45 - Transportation Project Manager .50 2/7/2024 175.00 87.50 45 - Transportation Project Manager 2/8/2024 1.00 175.00 175.00 45 - Transportation Project Manager 2/12/2024 1.00 175.00 175.00 39 - Transportation Engineer 7.00 1/8/2024 120.00 840.00 39 - Transportation Engineer 1/9/2024 5.00 120.00 600.00 39 - Transportation Engineer 1/10/2024 4.00 120.00 480.00 39 - Transportation Engineer 3.00 1/15/2024 120.00 360.00 39 - Transportation Engineer 1/16/2024 .50 120.00 60.00 39 - Transportation Engineer 1/17/2024 4.00 120.00 480.00 39 - Transportation Engineer 1/18/2024 1.00 120.00 120.00 73 - Senior Project Manager 1/9/2024 1.00 205.00 205.00 73 - Senior Project Manager 1/10/2024 .50 205.00 102.50 73 - Senior Project Manager 1/15/2024 1.00 205.00 205.00 39 - Transportation Engineer 1/8/2024 4.00 125.00 500.00 Totals 60.70 9,165.00 **Total Labor** 9,165.00 **Total this Phase** \$9,165.00 Phase 406BP **Bidding Phase Services** Hours this Invoice Amount Hours 45 - Transportation Project Manager 1/24/2024 2.00 175.00 350.00 45 - Transportation Project Manager 2/12/2024 1.00 175.00 175.00 45 - Transportation Project Manager 2/13/2024 2.50 175.00 437.50 45 - Transportation Project Manager 2/14/2024 1.00 175.00 175.00 73 - Senior Project Manager 1/17/2024 .50 205.00 102.50

JEO CONSULTING GROUP INC
JEO ARCHITECTURE INC

Totals

Total Labor

3 - Administrative Assistant

3 - Administrative Assistant

3 - Administrative Assistant

3 - Administrative Assistant

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2/13/2024

2/21/2024

2/21/2024

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180.00

5.40

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1,690.00

Project	R200170.02	Ankeny SE 3rd St Improvements - Phase 2			Invoi	ice 149046
				Total this	Phase	\$1,690.00
 Phase	500TRA	Limited Construction A	——————dministration (
Hours this I	nvoice					
			Hours		Amount	
3 - Administrative Assistant		3/1/2024	1.00	90.00	90.00	
63 - Transportation Project Manager		2/26/2024	1.00	217.00	217.00	
63 - Transpo	ortation Project Manager	2/27/2024	1.00	217.00	217.00	
39 - Transpo	ortation Engineer	2/29/2024	3.50	148.00	518.00	
	Totals		6.50		1,042.00	
	Total Labor					1,042.00
				Total this	Phase	\$1,042.00
 Phase	610SUR	Construction Staking (SUR)			
Hours this I	Invoice					
			Hours		Amount	
73 - Survev	Senior Project Manager	2/26/2024	3.00	215.00	645.00	
-	Senior Project Manager		1.00	215.00	215.00	
•	Senior Project Manager		.50	215.00	107.50	
73 - Survey Senior Project Manager		3/1/2024	.25	215.00	53.75	
48 - Survey Technician		2/22/2024	1.50	105.00	157.50	
48 - Survey Technician		2/26/2024	7.50	105.00	787.50	
48 - Survey	Technician	2/27/2024	5.75	105.00	603.75	
48 - Survey	Technician	2/28/2024	6.50	105.00	682.50	
	Totals		26.00		3,252.50	
	Total Labor					3,252.50
				Total this	Phase	\$3,252.50
Phase	810SUR	Monument Preservation	 on (SUR)		NAMES AND ADDRESS OF THE PARTY	River Russian Russian Street,
Hours this	Invoice					
			Hours		Amount	
48 - Survey	Technician	3/1/2024	2.50	105.00	262.50	
Totals		.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	2.50		262.50	
	Total Labor					262.50
				Total this	s Phase	\$262.50
				Total this Project		\$15,412.00
				Total this	Report	\$15,412.00



March 13, 2024

Becky Ford, PE, CFM Stormwater and Environmental Manager City of Ankeny 1210 NW Prairie Ridge Drive Ankeny, IA 50023

RE:

SE 3rd Street Improvements - Phase 2

Progress Report No. 15 JEO Project No. 200170.02

Becky,

This is the fifteenth progress report for the above referenced project and covers work through March 8, 2024. Work related to this project includes letting coordination and bid tab analysis, pre-construction meeting preparation, and construction survey setup and preparation. This invoice also includes effort for making the final design changes near the S Ankeny Blvd intersection, which were pending execution of Amendment #1.

In addition to the billable labor accounted for in the pay application, a separate invoice is included for the reimbursement of all permit fees per the contract.

We are excited to continue to work with the City of Ankeny on this project. Please contact me if you have any questions about the attached invoice.

Sincerely,

Michael Mitchell, PE

M. Watelet

Transportation Project Manager

Enclosures



ANKENY CITY COUNCIL

City Council Agenda

April 1, 2024 5:30 PM

Mark Holm, Mayor Bobbi Bentz, Mayor Pro tem

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

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Public Works	Upgrade Essential Infrastructure
ACTION REQUESTED:	
Motion	
LEGAL:	
No Review Required	
SU	JBJECT:
Consider motion to approve Payment #12 in the are engineering services on the Transportation Master	mount of \$13,494.10 to JEO Consulting Group, Inc., for Plan.
EXECUTI	VE SUMMARY:
FISCAL	IMPACT: No
CITY MANAGER'S	RECOMMENDATIONS:
PREVIOUS COUNCIL/CO	MMISSION/BOARD ACTION(S):
PUBLIC OUT	REACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download

Payment #12

Project Title: Transportation Master Pla				Master Plan	1				
eity of	Contractors IFO Consulting Croup In			g Group, Inc					
Ankeny	Address:		1937 N. Chestnut Street, Wahoo, NE 68066						
bringing it all together	Finance Bud	get Code:	260.3265.	4210	Finan	ce Project#	:	N	A
	Vendor Proje	ect#:	22206	4	Purch	ase Order#	: -	N	A
	Original Con	tract Date:	February 20	, 2023	Vendo	or Account #	<i>‡</i> :	78	27
					_				
	April								
Date of Council Meeting:	April 15, 2	2024	Payment App	olicatio	n #:	12			
	Payment	Period:	From: Feb	uary 17	7 2024	Throug	h·	March 1	5 2024
	i ayınıcını	i cilou.	Tioni. Tob	dary 17	, LULT	Inloug		WIGHT	0, 2024
Contract Summary:									
Original Contract Amount:		\$	269,400.00						
Net Change by Change Ord	ers:	\$	-						
Contract Amount to Date: (lin	ne 1 ± 2)			\$		269,400.00			
Total Completed and Stored		\$	220,073.64						
Retainage: 0 % of Con		\$	-	- •		000 070 04			
Total Earned Less Retainag				\$		220,073.64			
Less Previous Applications	for Payment:			\$		206,579.54	΄ Φ		10 101 10
SUBTOTAL:						B	\$		13,494.10
OTHER CHARGES:							\$		-
CURRENT PAYMENT DUE	:						\$		13,494.10
Balance to Finish, Including	Retainage:			\$		49,326.36			
Contract Time Remaining:			NA .						
The undersigned Contractor certifies the	at to the best of the Co	ontractor's knowl	edge, information, ar	d belief the	e work cove	ered by this Applic	cation fo	r Payment ha	s been
completed in accordance with the Contri issued and payments received from the					or for work f	or which previous	Certifica	ate(s) for Pay	ment were
Construction Contractor App									
	Firm Na	me							
Signature		•					Date		
Engineer / Consultant Appro			JE	O Cons	ulting G	roup, Inc.			
	Firm Na	me							
Lamis B	sche!							ebruary 2	3, 2024
Signature City of Ankeny Staff Approv	al:						Date		
	, Want							3/25/	24
Signature							Date		5.
N									
Submit to:			Hart, Traffic E	ngineer					0.0510
E-mail:	<u>lhart@anl</u>	kenyiowa.go	<u>ov</u>		Pl	hone Numbe	r: _	515-96	33-3548

Date Printed: 3/25/2024

Previous Applications for Payment:

No.	Date	Amount
1	May 1, 2023	\$ 6,332.50
2	June 5, 2023	\$ 30,194.39
3	July 3, 2023	\$ 38,156.25
4	August 7, 2023	\$ 14,535.90
5	September 5, 2023	\$ 20,996.25
6	October 16, 2023	\$ 29,206.25
7	November 20, 2023	\$ 4,823.75
8	December 4, 2023	\$ 10,635.50
9	January 2, 2024	\$ 20,932.50
10	February 5, 2024	\$ 16,697.50
11	March 18, 2024	\$ 14,068.75
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PREVIOUS PAY APPS TOTAL = \$ 206,579.54

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CHANGE ORDER TOTAL = \$

Contract Time Remaining:

Contract Period:	
Construction Start Date:	

Substantial Completion:

Contract Working Days:	
Added by Change Order:	
Total Working Days:	0.0
Working Days Used to Date:	
Working Days Remaining:	0.0

Full Completion:

an compression	
Contract Working Days:	
Added by Change Order:	
Total Working Days:	0.0
Working Days Used to Date:	
Working Days Remaining:	0.0



Monthly Progress Report

DATE PREPARED | 3/18/24

PROJECT NAME | Ankeny Transportation Master Plan

JEO PROJECT NO. | R222064

CITY PROJECT MANAGER | Leslie Hart

CITY ADDRESS | 1210 NW Prairie Ridge Dr, Ankeny, IA 50023

PROFESSIONAL SERVICES DATE | 2/20/22

AGREEMENT NTP | 2/20/22

AGREEMENT END DATE | 5/31/24

Dear Leslie Hart,

Below is a progress report for the above referenced project during the dates as noted on the invoice.

1. SUMMARY OF WORK PERFORMED THIS PERIOD

- Project Management activities to coordinate progress
- Public engagement work on Phase 3 outreach
- Project progress meetings
- Goals, Objectives, and Action Plan detail including performance measures

2. SUMMARY OF WORK ANTICIPATED NEXT PERIOD

- Continued project management activities
- Progress meetings
- Public Engagement Phase 3 Open House planning and coordination
- Review of financial budgets and analysis for transportation programs
- Continued alternatives analysis and policy/program draft recommendations
- Funding review and evaluation

3. INFORMATION/DECISIONS NEEDED FROM THE CITY

- Continued data sharing of any new project or program updates, review of materials submitted, and other relevant files as updated in meeting minutes
- Internal coordination with finance office / budget information to discuss revenues and funding looking forward

4. SUMMARY OF POTENTIAL OUT OF SCOPE WORK/CURRENT PROJECT ISSUES

None to date.



Invoice

March 25, 2024

Project No:

R222064.00

Invoice No: Invoice Amount: 149178 13,494.10

Leslie Hart City of Ankeny 220 W 1st Street Ankeny, IA 50023

Project Manager

Lonnie Burklund

Project

R222064.00

Ankeny Transportation Master Plan

Professional Services through March 15, 2024

• Include Pay Application sheet with invoice

Contract Amount	Percent Complete	Billed-to-Date	Previous Billing	Current Billing
\$34,530.00	77%	\$26,471.25	\$24,891.25	\$1,580.00
\$54,150.00	100%	\$54,150.00	\$54,150.00	0.00
\$56,200.00	92%	\$51,461.25	\$42,675.00	\$8,786.25
\$29,750.00	99%	\$29,385.60	\$26,257.75	\$3,127.85
\$49,620.00	74%	\$36,954.50	\$36,954.50	0.00
\$40,100.00	51%	\$20,553.25	\$20,553.25	0.00
\$5,050.00	22%	\$1,097.79	\$1,097.79	0.00
\$269,400.00		\$220,073.64	\$206,579.54	\$13,494.10
	\$34,530.00 \$54,150.00 \$56,200.00 \$29,750.00 \$49,620.00 \$40,100.00 \$5,050.00	\$34,530.00 77% \$54,150.00 100% \$56,200.00 92% \$29,750.00 99% \$49,620.00 74% \$40,100.00 51% \$5,050.00 22%	Amount Complete Billed-to-Date \$34,530.00 77% \$26,471.25 \$54,150.00 100% \$54,150.00 \$56,200.00 92% \$51,461.25 \$29,750.00 99% \$29,385.60 \$49,620.00 74% \$36,954.50 \$40,100.00 51% \$20,553.25 \$5,050.00 22% \$1,097.79	Amount Complete Billed-to-Date Billing \$34,530.00 77% \$26,471.25 \$24,891.25 \$54,150.00 100% \$54,150.00 \$54,150.00 \$56,200.00 92% \$51,461.25 \$42,675.00 \$29,750.00 99% \$29,385.60 \$26,257.75 \$49,620.00 74% \$36,954.50 \$36,954.50 \$40,100.00 51% \$20,553.25 \$20,553.25 \$5,050.00 22% \$1,097.79 \$1,097.79

Total Amount Due Upon Receipt:

\$13,494.10

Email invoice to: lhart@ankenyiowa.gov



ANKENY CITY COUNCIL

City Council Agenda

April 1, 2024 5:30 PM

Mark Holm, Mayor Bobbi Bentz, Mayor Pro tem

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

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Municipal Utilities	Upgrade Essential Infrastructure
ACTION REQUESTED:	
Motion	
LEGAL:	
No Review Required	
SU	BJECT:
Consider motion to approve Payment #1 in the amount Inc., for engineering services on the SW Walnut Str	
EXECUTIV	/E SUMMARY:
FISCAL	IMPACT: No
CITY MANAGER'S	RECOMMENDATIONS:
PREVIOUS COUNCIL/COM	MMISSION/BOARD ACTION(S):
PUBLIC OUTF	REACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download

Payment #1

	Project Title:		SW Walnut Str					ater Main
city of	Contractor:	•	MS	A Profe	essiona	l Services, In	nc.	
Ankeny	Address:		1555 SE De	elaware	Ave St	e F, Ankeny	/, IA (50021
Legaging at all together	Finance Bud	get Code:	635.3635.4	210	Financ	e Project#	:	635.421
	Vendor Proje			-	Purch	ase Order#	: -	
	Original Con		February 5,	2024	Vendo	r Account #	t:	6447
Date of Council Meeting:	April 1, 2	024	Payment App	lication	#:	1		
	Payment	Period:	From:02	2/05/202	24	Through-	h: _	03/14/2024
Contract Summary:								
Original Contract Amount:		\$	210,000.00					
Net Change by Change Orde	ers:	\$	•	•				
Contract Amount to Date: (line	e 1 ± 2)			\$	2	210,000.00		
Total Completed and Stored	to Date:	\$	37,871.38					
Retainage: 0 % of Com	pleted Work:	\$	•	•				
Total Earned Less Retainage	e:			\$		37,871.38		
Less Previous Applications for	or Payment:			\$		•		
SUBTOTAL:							\$	37,871.38
OTHER CHARGES:							\$	•
CURRENT PAYMENT DUE	:					;	\$	37,871.38
Balance to Finish, Including I	Retainage:			\$		172,128.62		
O to the of Time Demonistra (C	batantial\.			Morki	ng Day	P.		
Contract Time Remaining (S				•	ng Day			
Contract Time Remaining (F	un):	-		• VVOINI	ng Day	อ		
The undersigned Contractor certifies that completed in accordance with the Contral issued and payments received from the Construction Contractor App	ect Documents, that a Owner, and that curre	all the amounts h ent payment sho	ave been paid by the (Contractor t	work cove for work fo	or which previous	ation for Certific	or Payment has been ate(s) for Payment were
Signature							Date	
Engineer / Consultant Appro	val:		MSA	Professi	ional Se	ervices, Inc.		
Michele Sungrer	Fire No.	me						3/18/2024
Signature							Date	0/10/2021
City of Ankeny Staff Approva	al: Carl						Date	3-19-24
		,						
Submit to:		Don	Clark, Director o	of Munic	pal Util	ities		
E-mail:	dclark@an	kenyiowa.g				none Numbe	r: _	(515) 963-3529

Date Printed: 3/18/2024

Previous Applications for Payment:

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PREVIOUS PAY APPS TOTAL = \$ -

Record of Change Orders:

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CHANGE ORDER TOTAL = \$ -

Contract Time Remaining:	
Contract Period:	Working Days
Construction Start Date:	
Substantial Completion:	
Contract Working Days:	
Added by Change Order:	
Total Working Days:	0.0
Working Days Used to Date:	
Working Days Remaining:	0.
Full Completion:	
Contract Working Days:	
Added by Change Order:	
Total Working Days:	0.
Working Days Used to Date:	

0.0

Working Days Remaining:



Please remit to: MSA 1230 South Boulevard Baraboo, WI 53913

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

INVOICE

INTEREST AT THE RATE OF 1.5% PER MONTH ON UNPAID BALANCE WILL BE ADDED TO YOUR NEXT STATEMENT A 3% SERVICE FEE WILL BE ADDED TO INVOICES PAID BY CREDIT CARD,

Invoice No:

003054

Invoice Date:

3/19/2024

Invoice Terms:

Due upon receipt

Project No: Project Manager: R09085058.00

Nichole Sungren

Client Liaison:

Nichole Sungren

From January 11, 2024 To March 14, 2024

R09085058.00

Ankeny IA Walnut Street Water Main

Ankeny IA Walnut Street Water Main

R09085058.00.100; Survey

14,182.27 Subtotal

R09085058.00.200; Preliminary Design

10,078.75 Subtotal

R09085058.00.500; Administration

6,295.36 Subtotal

R09085058.00.700; IUP and ERP Preparation

7,315.00 Subtotal

Invoice subtotal

37,871.38

Total

37,871.38

Contract Amount = \$210,000.00

For ACH notification, remit to:

ach@msa-ps.com

Account Number: 101065930 Routing Number: 075901590

Bank Information: ACH/Wire, Baraboo State Bank, 101 3rd Avenue Baraboo, WI 53913

CONTACT INFORMATION:

Nichole Sungren

Phone: (515) 964-1920 nsungren@msa-ps.com

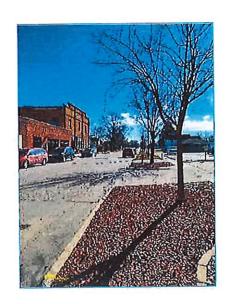
DATE:

March 14, 2024

PROJECT NUMBER:

City of Ankeny: WTM-20-002

MSA: 09085058



TASK 1: PROJECT SURVEY

Task 1: 91% Complete

The project survey has been completed for this project. Any project easements will be prepared, as needed once design is completed.

TASK 2: PRELIMINARY DESIGN

Task 2: 13% Complete

MSA completed a site walkthrough of the project corridor to review the site and take photos for the IUP/PER. MSA has begun the layout of water main alignment and profile, along with the Uptown parking layout (Areas F-H).

TASK 3: FINAL DESIGN

Task 3: 0% Complete

No work has been started on this task at this time.

TASK 4: BIDDING

Task 4: 0% Complete

No work has been started on this task at this time.



TASK 5: PROJECT ADMINISTRATION

Task 5: 24% Complete

MSA has completed a scoping meeting with the City, project One Call and utility coordination, completed internal design meetings and other administrative and coordination tasks.

TASK 6: IUP AND ERP PREPARATION

Task 6: 97% Complete

The IUP, including the ERP and environmental review, were submitted to SRF for review on 03/01/2024. Any comments will be addressed, as received from SRF or DNR reviewers. The DNR assigned a reviewer for the IUP on 03/13/2024.





1555 SE Delaware Ave Suite F Ankeny, IA 50021

P (515) 964-1920 TF (800) 844-4122 F (515) 964-4003

www.msa-ps.com

March 18, 2024

Don Clark, Director of Municipal Utilities City of Ankeny 1210 NW Prairie Ridge Drive Ankeny, IA 50023

Re:

SW Walnut Street and SW Ordnance Road Water Main

Project # 09085058

Dear Mr. Clark:

Please find attached the Engineering Invoice #1 for work completed between February 5, 2024 and March 14, 2024. Please refer to the attached Project Update for a summary of the work completed to date. Survey has been completed and preliminary design has begun for the project.

Please contact me if you have any questions regarding the information in this submittal. We appreciate the opportunity to work with the City of Ankeny and look forward to a successful project.

Sincerely,

MSA Professional Services, Inc.

Michele Sungren

Nichole Sungren, P.E. Project Manager

nes

Enc.



ANKENY CITY COUNCIL

City Council Agenda

April 1, 2024 5:30 PM

Mark Holm, Mayor Bobbi Bentz, Mayor Pro tem

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

ORIGINATING DEPARTMENT: Public Works	COUNCIL GOAL: Upgrade Essential Infrastructure
ACTION REQUESTED: Motion	
LEGAL: No Review Required	
SUB	JECT:
Consider motion to approve Payment #3 in the amous services on the Fiber Optic Network Upgrade project	
EXECUTIVE	E SUMMARY:
FISCAL IN	MPACT: No
CITY MANAGER'S R	ECOMMENDATIONS:
PREVIOUS COUNCIL/COM	MISSION/BOARD ACTION(S):
PUBLIC OUTRI	EACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download

Payment #3

	Project Title:		Fi	ber Opti	c Network Upgrad	е	
city of	Contractor:			C	lsson, Inc.		
Ankeny	Address: Finance Budget Code: Vendor Project #:		PO Box 84608, Lincoln, NE 685				08
bringing it all together			888.3888.4	210 I	inance Project#	ł:	888.4210
			023-0292	7	Purchase Order#	<i>‡</i> :	N/A
	Original Con	tract Date:	April 3, 20	23 \	/endor Account a	#:	10076
Date of Council Meeting:	April 1, 2		Payment Appl From: Octo	ication		 h:	March 9, 2024
						-	
Contract Summary:							
Original Contract Amount:		\$	423,644.46				
Net Change by Change Ord		\$	-		STANDARDO TARRESTAN CONCER		
Contract Amount to Date: (lin	ne 1 ± 2)			\$	423,644.46	•	
Total Completed and Stored	I to Date:	\$	224,997.65				
Retainage: 0 % of Con	pleted Work:	\$	-				
Total Earned Less Retainag				\$	224,997.65		
Less Previous Applications				\$	115,376.89	•	
SUBTOTAL:	,			3.0	•	\$	109,620.76
OTHER CHARGES:						\$	-
OUDDENT DAVISENT DUE	_						400 620 76
CURRENT PAYMENT DUE	:					<u> </u>	109,620.76
Balance to Finish, Including	Retainage:			\$	198,646.81		
Contract Time Remaining (S	Substantial):		128.0	Workin	g Davs		
Contract Time Remaining (F		£	229.0	Workin	E		
The undersigned Contractor certifies the completed in accordance with the Contractor and payments received from the Construction Contractor App	ract Documents, that a Owner, and that curr	all the amounts hent payment sho	ave been paid by the (
Signature					· ·	Date	
Engineer / Consultant Appro	val.			Olee	on, Inc.	Pare	
1 .		me		Olss	011, 1110.		
Mudil Emory							March 18, 2024
Signature					-	Date	Comment of the Commen
City of Ankeny Staff Approv	al:						
Persi	Nort						3/21/24
Signature		1				Date	
0.1		9 (2000)	Hart Torre	ada 1			- 2
Submit to:	lle aut @ au-		Hart, Traffic En	gineerin			E4E 002 2540
E-mail:	<u>inart@anl</u>	kenyiowa.go	<u>ov</u>		Phone Number	r:	515-963-3548

Date Printed: 3/18/2024

Previous Applications for Payment:

No.	Date		Amount
1	September 5, 2023	\$	68,955.27
2	November 6, 2023	\$	46,421,62
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Previous Applications for Paymer	nt:
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PREVIOUS PAY APPS TOTAL = \$ 115,376.89

Record of Change Orders:

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CHANGE ORDER TOTAL == \$

Contract Time Remaining:

Contract Period:	Working Days
Construction Start Date:	April 3, 2023

Substantial Completion:

Contract Working Days:	373,0
Added by Change Order:	
Total Working Days:	373.0
Working Days Used to Date:	245.0
Working Days Remaining:	128.0

Full Completion:

Contract Working Days:	474.0
Added by Change Order:	•
Total Working Days:	474.0
Working Days Used to Date:	245.0
Working Days Remaining:	229,0



MONTHLY PROGRESS REPORT

City of Ankeny, Fiber Optic Network Upgrade Project No. 023-02927

Work Period: 10/08/2023 - 03/09/2024

Summary of Work Completed This Period:

- Prepared for and facilitated bi-weekly Tuesday status meetings
- · Continued coordination of field inventory and locates for conditions verification
 - Worked with city staff to further document and detail existing conditions that were not as expected or fully detailed through documentation
- Completed sheet setup and 60% proposed design plan layouts for trunk line
 - Prepared plan sheets for all existing signal locations, fire station 4, and city facility connections for inclusion in the full plan set with the trunk line.
- Scheduled, coordinated, and held meetings with city traffic and IT for discussions on the initial fiber network architecture plans for the city services network
- Began cabling sheets setup for existing and proposed cabling configurations in city handholes, cabinets, and facilities
- Began splicing sheet setup for all traffic signal drop locations
- Reviewed options with the city for temporary bandwidth fixes including installation of a Layer 3 switch at the TMC
 - Held meetings to discuss the City's current Cisco management structure for use with the traffic network and potential solutions
- Prepared and submitted previous work period invoice and progress report

Summary of Future Work for Next Period:

- Prepare for and facilitate bi-weekly status meetings
- Submit cabling diagram sheets for initial city review and comment
- Complete initial proposed fiber splicing and termination sheets for all traffic signal drops
- Review city comments for 60% plan set submission
- Continue field investigations and review as required
- Prepare and submit current work period invoice and progress report

Issues, Special Problems, or Comments:

None at this time

Invoice

601 P St Suite 200 PO Box 84608 Lincoln, NE 68501-4608 Tel 402.474.6311, Fax 402.474.5063

> Leslie Hart City of Ankeny IA 1210 NW Prairie Ridge Dr Ankeny, IA 50023-1564

olsson

March 20, 2024

Invoice No:

490177

Invoice Total

\$109,620.76

Olsson Project # 023-02927

Ankeny Fiber Optic Network Upgrade

Professional services rendered through March 9, 2024 for work completed in accordance with our Agreement dated April 3, 2023. Please note that salary adjustments occurred for employees during this invoice period.

Phase	100	Project Management & Coordina	tion		
Labor					
		Hours	Rate	Amount	
Principal					
King, S	Shane	.50	205.35	102.68	
Project Ma	nager				
Emory,	Meredith	14.50	200.23	2,903.34	
Emory,	Meredith	1.50	212.09	318.14	
Assistant F	Professional				
Broadh	iead, Landon	16.50	103.82	1,713.03	
Broadh	iead, Landon	9.50	107.53	1,021.54	
	Totals	42.50		6,058.73	
	Total Lab	or			6,058.73
			Total this	Phase	\$6,058.73

Phase	200	Data Collection & Field Investiga	ation			
Labor						
		Hours	Rate	Amount		
Pro	ject Manager					
	Emory, Meredith	5.50	200.23	1,101.27		
Ass	sistant Professional					
	Broadhead, Landon	4.25	103.82	441.24		
	Broadhead, Landon	17.25	107.53	1,854.89		
CA	D Operator					
	Albertson, Richard	6.00	97.18	583.08		
	Van Den Broek, Ryan	13.50	108.90	1,470.15		
	Totals	46.50		5,450.63		
	Total Labo	•			5,450.63	

Project	023-02927	Ankeny Fib	er Optic Network l	Jpgrade	Invoice	490177
Reimburs	able Expenses					
Meals					9.36	
modio	Total Rei	mbursables			9.36	9.36
Uu Bur					0.00	
Unit Billin	=		20.0	N" 0075	00.05	
Field V	/ehicle 1419		39.0	Miles @ 0.75	29.25	00.05
	Total Uni	ts			29.25	29.25
				Total this	Phase	\$5,489.24
 Phase	300	PS&E				
Labor						
			Hours	Rate	Amount	
Princip	oal		110410		, unit	
•	nsen, Blake		2.00	303.31	606.62	
	siski, Kara		1.00		200.23	
	t Manager					
-	nory, Meredith		86.00	200.23	17,219.78	
	nory, Meredith		153.00	212.09	32,449.77	
Projec	t Professional					
Mι	ırphy, Erin		25.50	126.07	3,214.79	
Assist	ant Professional					
	oadhead, Landon		223.75		23,229.73	
	oadhead, Landon		85.00		9,140.05	
	illes-Rios Sosa, Zoa	mi	3.50	103.82	363.37	
	Operator		474.50	05.50	44.440.00	
	I, Spencer		174.50		11,440.22	
HII	I, Spencer		3.00		208.23	
	Totals		757,25		98,072.79	00 070 70
	Total Lab	юг				98,072.79
				Total this	Phase	\$98,072.79
Billing Lir	mits		Current	Prior	To-Date	
Total i	Billings		109,620.76	115,376.89	224,997.65	
Lir					423,644.46	
Ba	lance Remaining				198,646.81	
			AMOUI	NT DUE THIS IN	VOICE	\$109,620.76
Billings to	Date					
		Current	Prior	Total		
Labor		109,582.15	115,269.76	224,851.91		
Expen	se	9.36	107.13	116.49		
Interna		29.25		29.25		
Totals		109,620.76	115,376.89	224,997.65		

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

Project	023-02927	Ankeny Fiber Optic Network Upgrade	Invoice	490177	

Authorized By: Meredith Emory



ANKENY CITY COUNCIL

City Council Agenda

April 1, 2024 5:30 PM

Mark Holm, Mayor Bobbi Bentz, Mayor Pro tem

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

ORIGINATING DEPARTMENT:	COUNCIL GOAL:				
Public Works	Upgrade Essential Infrastructure				
ACTION REQUESTED:					
Motion					
LEGAL:					
No Review Required					
SI	UBJECT:				
Consider motion to approve Payment #15 in the amount of \$3,727.75 to RDG Planning & Design for engineering services on the Fourmile Creek and Tributary to Fourmile Creek Restoration project.					
EXECUTI	IVE SUMMARY:				
FISCAL	L IMPACT: No				
CITY MANAGER'S	S RECOMMENDATIONS:				
PREVIOUS COUNCIL/CO	MMISSION/BOARD ACTION(S):				
PUBLIC OUT	REACH EFFORTS:				

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download

Payment #15

1	Project Title:	F	ourmile Creek a	and Tributa	ry to Fourmile C	reek F	Restoration
	Contractor: RDG Planning & Design, Inc.						
Ankeny	Address:	•			e Des Moinse IA		9
bringing it all together	Finance Bud	get Code:	17.35% 694.369 82.65% 696.369		Finance Projec	:t#	17.35% 694.4210 82.65% 696.4210
	Vendor Proje	ct or Invo	ce #:	56472	P	o #	N/A
	Original Con	tract Date:	March	7, 2022	Vendo	r#	3960
Date of Council Meeting:		1, 2024	OD: From:	January 1,	PAYMENT RE		T#15 February 29, 2024
	PATW	LIVITLIXI	55. 110111	January 1,	2024. Tillou	gii	Columny 20, 2024
Contract Summary							
Original Contract Amount:		\$	223,370.00				
Net change by Change Orders	s:	\$	84,555.00				
Contract Amount to Date: (line				\$	307,925.00		
	•		20			•3	
Total completed and stored to	date:	\$	253,192.00				
Retainage: 0 % of Compl	leted Work:	\$	-				
Total Earned less Retainage:				\$	253,192.00		
Less previous applications for	payment:			\$	249,464.25	/	
SUBTOTAL						\$	3,727.75
OTHER CHARGES (Attach an it	emized list)					\$	_
CURRENT PAYMENT DUE						\$	3,727.75
Balance to finish, including ret	ainage:			\$	54,733.00	/	
Contract Time Remaining (If ap	oplicable)	2	-	Working	Days		
The undersigned Contractor certifies that to completed in accordance with the Contract issued and payments received from the Octonstruction Contractor Approximately 1975.	t Documents, that a wner, and that curre	all the amounts lent payment she	nave been paid by the				
Signature						Date	
Engineer / Consultant Approva	al:		RDG	Planning	& Design, Inc.		
Dy m. Piece	Firm Nar	ne		al.		1	March 12, 2024
Signature						Date	
City of Ankeny Staff Approval:							
Signature Ford						3/ Date	19/2024
50,000,000,000							
	<u>·</u>						
Submit to:	Becky	Ford, P.E.	, CFM - Stormwa	ater & Env	ironmental Mana	ager	
E-mail: bford@A	Ankenylowa.g	<u>ov</u>	Phone:	(515) 963-	-3526 F	ах:	(515) 963-3526

Previous Applications for Payment

No.	Date	Amount
1	March 31, 2022	\$ 7,483.03
2	April 30, 2022	\$ 2,790.77
3	May 31, 2022	\$ 19,691.45
4	June 30, 2022	\$ 38,526.75
5	July 31, 2022	\$ 57,348.00
6	August 31, 2022	\$ 7,989.25
7	September 30, 2022	\$ 20,663.25
8	October 31, 2022	\$ 6,887.75
9	November 30, 2022	\$ 20,663.25
10	December 31, 2022	\$ 6,887.75
11	February 28, 2023	\$ 27,551.00
12	March 31, 2023	\$ 10,615.50
13	April 30, 2023	\$ 18,638.75
14	May 31, 2023	\$ 3,727.75
15		
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Previous Applications for	Pavment
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No.	Date	Amount
36		
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PREVIOUS PAY APP TOTAL = \$ 249,464.25

Record of Change Orders

No.	Date	Amount		
1	March 20, 2023	\$	84,555.00	
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
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18				
19				
20				

CHANGE ORDER TOTAL = \$ 84,555.00

Contract T	ne Remai	ining
------------	----------	-------

Contract Period:	Working Days
Construction Start Date:	***************************************

Substantial Completion

Contract Working Days:	
Added by Change Order:	
Total Working Days:	0.0
Working Days Used to Date:	
Working Days Remaining:	0.0

Full Completion

0.0
0.0



March 18, 2024

Becky Ford, PE, CFM Stormwater & Environmental Manager City of Ankeny 1210 NW Prairie Ridge Drive Ankeny, Iowa 50023-1564

RE: Fourmile Creek and Tributary to Fourmile Creek Restoration

Ms. Ford:

This letter accompanies RDG Invoice #56472 related to the project referenced above. During the period of work related to this invoice the following tasks or work items were performed:

- 1. Management of project schedule and internal delegation of tasks
- 2. Coordination with lowa Department of Natural Resources and U.S. Army Corps of Engineers
- 3. Refinement of construction document design plans for stream restoration project

We would be glad to provide more specific information regarding any of these tasks, if required. Let me know if you have any questions. Thank you.

Sincerely,

Gregory M. Pierce, PE, CPESC Water Resource Engineer

Project Manager



Remit To:
RDG Planning & Design
301 Grand Avenue
Des Moines, Iowa 50309
Questions: invoicing@rdgusa.com

Mark Mueller City of Ankeny 1210 NW Prairie Ridge Drive Ankeny, IA 50023

February 29, 2024

Project No:

R3005.308.01

Invoice No:

56472

Project

R3005.308.01

City of Ankeny - Fourmile Creek - Final Design and Bidding

Professional Services through February 29, 2024

Fee

Billing Phase	Fee	Billed %	Earned	Prior Fee	Current Fee	
Construction Documents	74,555.00	40.00	29,822.00	26,094.25	3,727.75	
Bidding/Negotiation	10,000.00	0.00	0.00	0.00	0.00	
Total Fee	84,555.00		29,822.00	26,094.25	3,727.75	
		Total	Fee			3,727.75
				Total this In	voice	\$3,727,75





ANKENY CITY COUNCIL

City Council Agenda

April 1, 2024 5:30 PM

Mark Holm, Mayor Bobbi Bentz, Mayor Pro tem

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

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
City Manager	Enhance Quality of Life
ACTION REQUESTED:	
Motion	
LEGAL:	
No Review Required	
	SUBJECT:
**	in the amount of \$1,915.15 to Shive Hattery for construction Ankeny Senior Community Center project.
EX	ECUTIVE SUMMARY:
This item represents a progress payment for Ankeny Senior Community Center project	or work associated with the construction administration of the by Shive-Hattery.
F	FISCAL IMPACT: No
CITY MANA	AGER'S RECOMMENDATIONS:
The City Manager recommends approval of	of this item as presented.
PREVIOUS COUNC	CIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

	ACTION REQUESTED:	
	ADDITIONAL INFORMATION:	
	ATTACHMENTS:	
Click to download D Pay Application		



	Project Title:		Anl	ceny S	Senior Commu	nity Cen	ter		
city of	Contractor:	•	40 (504) (1842)		Shive-Hatter	•			
Ankeny	Address:		PO Box 15	99 -	Cedar Rapids	•	2106-1	599	
bringing it all together	Finance Bud	get Code:	905.2905.4		Finance			905.4	121
	The second secon	ct or Invoice #	t:	41859	992-39	PO	_		•
	Original Con		October	28, 20	019	Vendor	#	847	1
	Ü								
			AND THE PERSON IN					9	39
Date of Council Meeting:	April 1	1, 2024			PAYME	NT REC	UEST	*#	38
	-	ENT PERIOD:	From: F	ebrua	ry 17, 2024	Through		March 15	5, 2024
Contract Summary									
Original Contract Amount:		\$	00.000,100						
Net change by Change Orde	rs:	\$	167,200.00	-					
Contract Amount to Date: (line	e 1 ± 2)	4		\$	768,2	00.00			
		7.	68,200.	90					
Total completed and stored to	o date:		768,204.56						
Retainage: 0 % of Com	pleted Work:	\$	-	-	76	3200.	00		
Total Earned less Retainage:				\$	768,2	04.56			
ess previous applications fo	r payment:			\$	766,2	84.85			1,915.15
SUBTOTAL							\$		1,919.71
						_			
OTHER CHARGES (Attach an	itemized list)						\$		-
						_		-	1,915.15
CURRENT PAYMENT DUE							\$		1,919.71
						\$,	
Balance to finish, including re	etainage:			\$		(4.56) E	Expens	ses from	2/14/24
	Ü							oice 38	
Contract Time Remaining (If a	applicable)		-	Wor	king Days				
				•					

72,021									
Construction Contractor App	roval:			Sh	ive-Hattery				
	Firm Nam	е							
	Línd	sey Mathews	/				Ma	arch 22,	2024
Signature							ate		
Engineer / Consultant Approx	val:								
	Firm Nam	е							
Signature							ate		
City of Ankeny Staff Approva	l:								
1. 01								1 .	
wile sold	Dela						03/	26/2	524
Signature							ate		
Submit to:			Mike Sc	hrock					
F-mail: mechrock	@ankenviowa	aov	Phone:	(515)	965-6426	Fa	۷.	/515) 061	3-3537

Pag			
No.	Date		Amount
1	November 26, 2019	\$	11,360.31
2	January 6, 2020	\$	102,092.10
3	Feburary 4, 2020	\$	56,760.84
4	March 13, 2020	s	156,169.56
5	May 8, 2020	\$	143,061.64
6	June 19,2020	\$	29,757.40
7	September 17, 2020	\$	8,679.20
8	October 16, 2020	\$	40,268.17
9	November 13, 2020	\$	20,723.00
10	January 15,2021	\$	8,665.00
11	February 12, 2021	\$	19,300.00
12	March 12, 2021	\$	15,362.73
13	April 23, 2021	\$	4,496.35
14	June 25, 2021	\$	19,246.07
15	July 30, 2021	\$	8,269.18
16	September 17, 2021	\$	19,013.19
17	October 15, 2021	\$	35,971.80
18	November 12,2021	\$	10,077.64
19	December 5, 2021	\$	3,003.33
20	January 14, 2022	\$	9,293,28
21	Feburary 11, 2022	\$	2,275.40
22	March 11, 2022	\$	3,334.30
23	April 22,2022	\$	4,974.40
24	May 26, 2022	\$	2,347.80
25	August 2, 2022	\$	6,197.31
26	October 7, 2022	\$	4,255.40
27	November 11,2021	\$	960.70
28	January 27,2023	\$	3,812.51
29	March 21, 2023	\$	750.10
30	May 17, 2023	\$	499.50
31	June 16,2023	\$	818.71
32	July 26, 2023	\$	258.50
33	September 29, 2023	\$	1,213.00
34	October 28, 2023	\$	881.00
35	November 24, 2023	\$	7,687.00

No.	Date		Amount
36	December 26, 2023	\$	3,350.77
37	January 26, 2024	\$	442.70
38	February 16, 2024	\$	654.96
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PREVIOUS PA	AY APP	TOTAL ≖	\$ 766,284.85

Dacard	of Change	Ordore

	1 Of Change Orders		
No.	Date		Amount
1	Geothermal Wells	\$	24,000.00
2	Parking Lot & Storm	\$	16,400.00
3	Amendment #3	\$	28,900.00
4	Amendment #4	\$	19,900.00
5	Amendment #5	\$	20,000.00
6	Amendment #6	\$	10,500.00
7	Amendment #7	\$	5,000.00
8	Amendmenty #8	\$	15,000.00
9	Amendment #9	\$	10,000.00
10	Amendment #10	\$	10,000.00
11	Amendment #11	\$	7,500.00
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CHANGE ORDER TOTAL = \$ 167,200.00

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	0.0
Time Used to Date:	
Contract Time Remaining:	0.0



INVOICE

Shive-Hattery | PO Box 1599 | Cedar Rapids, IA 52406-1599 | 319.362.0313 | shive-hattery.com

March 22, 2024

Invoice No:

4185992 - 41

Mike Schrock City of Ankeny, IA 220 West First St. Ankeny, IA 50023

Ankeny - Senior Community Center Design Services

Services provided through March 15, 2024:

Phase

02

Base Contract

	Total Fee	Percent Complete	Fee Earned	Previous Fee Billing	Current Fee Billing
Schematic Design	113,400.00	100.00	113,400.00	113,400.00	0.00
Design Development	113,400.00	100.00	113,400.00	113,400.00	0.00
Construction Documents	198,450.00	100.00	198,450.00	198,450.00	0.00
Bid	28,350.00	100.00	28,350.00	28,350.00	0.00
Construction Administration	113,400.00	100.00	113,400.00	113,400.00	0.00
Amend. #1 Geothermal Wells	24,000.00	100.00	24,000.00	24,000.00	0.00
Amend. #2 Parking Lot & Storm	14,900.00	100.00	14,900.00	14,900.00	0.00
Reimbursables	16,500.00	100.00	16,500.00	16,500.00	0.00
M/E Commissioning	19,000.00	100.00	19,000.00	19,000.00	0.00
Amend. #3 BECx Commissioning	28,900.00	100.00	28,900.00	28,900.00	0.00
Amend. #4 FF&E Design	19,900.00	100.00	19,900.00	19,900.00	0.00
Amend. #5 Parking Lot Replacement	20,000.00	100.00	20,000.00	20,000.00	0.00
Amend. #6 Paving Observation	10,500.00	100.00	10,500.00	10,500.00	0.00
Amend. #7 Floor Plan Changes	5,000.00	100.00	5,000.00	5,000.00	0.00
Amend #8 Add CA Services (Hrly)	15,000.00	100.00	15,000.00	15,000.00	0.00
Amend #9 Add CA Services (Hrly)	10,000.00	100.00	10,000.00	10,000.00	0.00
Amend #10 Add CA Services (Hrly)	10,000.00	100.00	10,000.00	10,000.00	0.00
Amend #11 Add CA Services (Hrly)	7,500.00	100.00	7,500.00	5,580.29	1,919.71
Total Fee	768,200.00		768,200.00	766,280.29	1,919.71
	Total	Fee			1,919.71

Total this Phase

\$1,919.71

AMOUNT DUE THIS INVOICE

\$1,919.7

RLH

TERMS: PAYMENT SHALL BE DUE UPON RECEIPT.

ACH PAYMENTS NOW ACCEPTED. PLEASE EMAIL AR@SHIVE-HATTERY.COM FOR DETAILS.

Project	4185992	City of Ankeny - Senior Community Center	Invoice	

Billing Backup

Shive-Hattery, Inc.

ional Staff Ronald 2/20/2 Ronald 2/21/2 Ronald 2/29/2 ional Staff Fodd 2/18/2 Fodd 2/21/2 Fodd 2/26/2	2024 2024 2024 2024 2024	.50 .30 .30	Rate 192.00 192.00 192.00 228.00 228.00	Total 96.00 57.60 57.60 114.00	
Ronald 2/20/2 Ronald 2/21/2 Ronald 2/29/2 ional Staff 2/18/2 Fodd 2/21/2	2024 2024 2024 2024 2024	.30 .30	192.00 192.00 228.00	57.60 57.60 114.00	
Ronald 2/21/2 Ronald 2/29/2 ional Staff 2/18/2 Todd 2/21/2	2024 2024 2024 2024 2024	.30 .30	192.00 192.00 228.00	57.60 57.60 114.00	
Ronald 2/29/2 ional Staff Fodd 2/18/2 Fodd 2/21/2	2024 2024 2024	.30 .50	192.00 228.00	57.60 114.00	
ional Staff Fodd 2/18/2 Fodd 2/21/2	2024 2024	.50	228.00	114.00	
Todd 2/18/3 Todd 2/21/3	2024				
Todd 2/21/2	2024				
		.30	228 00		
Todd 2/26/2	0004		220.00	68.40	
	2024	.20	228.00	45.60	
ian					
, Kristen 2/21/2	2024	.60	92.00	55.20	
Totals		2.70		494.40	
Total Labor					494.40
			Total this	Phase	\$494.40
	Totals	Totals	Totals 2.70	Totals 2.70 Total Labor	Totals 2.70 494.40

\$1425.31 will be utilized for closeout effort.



ANKENY CITY COUNCIL

City Council Agenda

April 1, 2024 5:30 PM

Mark Holm, Mayor Bobbi Bentz, Mayor Pro tem

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

ORIGINATING DEPARTMENT:	COUNCIL GOAL:				
Municipal Utilities	Upgrade Essential Infrastructure				
ACTION REQUESTED:					
Motion					
LEGAL:					
No Review Required					
SU	BJECT:				
Consider motion to approve Payment #37 in the amount of \$7,080.25 to Snyder & Associates, Inc., for engineering services on the HTT Transmission Main and Drainage Improvements project.					
EXECUTIV	VE SUMMARY:				
FISCAL	IMPACT: No				
CITY MANAGER'S RECOMMENDATIONS:					
PREVIOUS COUNCIL/CON	MMISSION/BOARD ACTION(S):				
PUBLIC OUT	REACH EFFORTS:				

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click t	o dossm	lood

Payment #37

	Project Title	:	HTT Transmi	ission Ma	in and Drainage Ir	nproven	nents
city of	Contractor:			Snyder 8	& Associates, Inc.		
Ankeny	Address:	27	27 SW Snyde	r Blvd., P	O Box 1159, Anke	ny, IA 5	0023
bringing it all tagether	Finance Bud		629.3629.4		Finance Project (
			688.3688.4		Finance Project (_	
	Vendor Proj	-		120.1113		_	000.4210
			January			-	990
	Original Col	maci Date.	January	4, 2021	vendoi	r#	990
Date of Council Meeting	4/1/20	24			PAYMENT RE	QUEST	#37
	PAYN	MENT PERIC	D: From:	02/19	through	h:	03/17/24
Contract Summary							
Original Contract Amount:		¢	102 900 00				
	1 #4/0	\$	103,800.00	-			
Net change by Change Orders: Am		_\$	598,900.00	-			
Contract Amount to Date: (line 1 ± 2))			\$	702,700.00		
Total completed and stored to date	:	\$	557,650.18				
	Completed Work:	\$	-	-			
Total Earned less Retainage:				\$	557,650.18		
Less previous applications for payr	ment.			\$	550,569.93		
SUBTOTAL	nont.			_Ψ	330,309.93	¢	7 000 25
SOBTOTAL					,	Ψ	7,080.25
OTHER CHARGES (Please attach an	itemized list)					\$	_
		Current	Payment Due	- Division	1 (629.4210)	\$	7,080.25
		Current	Payment Due	- Division	2 (688.4210)		
CURRENT PAYMENT DUE					,	\$	7,080.25
					,		
Balance to finish, including retainage	ge:			\$	145,049.82		
Contract Time Remaining (If applical	ole)	-	•	-			
The undersigned Contractor certifies that to the b							
accordance with the Contract Documents, that all from the Owner, and that current payment shown		aid by the Contrac	ctor for work for which	h previous Ce	ertificate(s) for Payment w	vere issued	and payments received
Construction Contractor Approval:							
Construction Contractor Approval.	Firm Name						
	7						
Signature						Date	
Engineer/Consultant Approval:	Snyder & Ass	sociates, Ing.	20				
	Pidp Name	hAI				21	1
	11/00		0			5/2	1/24
Signature	1111	,				Date	/ /
City of Ankeny Staff Approval	Maril of 10	. 6				0	21-24
Signature	would Ca	u				Date	7
0.1.11						-	
Submit to:			Don Clark	100000000000000000000000000000000000000			
Email: dclark@a	ankenyiowa.gov		Phone:5	515-963-3	3529 Fax:		

	Previous	Applications for	Payment
ı	##	Data	Amoun

#	Date		Amount
1	3/23/2021	\$	47,394.98
2 -	4/22/2021	\$	14,665.92
3	5/26/2021	\$	16,258.50
4	6/24/2021	<u>\$</u> \$	4,639.50
5	7/22/2021	\$	6,659.86
6	8/25/2021	\$	1,525.50
7	9/22/2021	\$	3,837.50
8 -	10/21/2021	\$	15,215.25
9 _	11/23/2021	\$	24,875.92
10	12/21/2021	S	15,796.50
11	1/26/2022	\$	16,200.50
12	2/24/2022	\$	14,679.78
13	3/24/2022	\$	17,788.50
14	4/20/2022	\$	12,803.50
15	5/24/2022		29,637.85
16	6/23/2022	\$ \$	25,728.81
17	7/20/2022	\$	18,544.85
18	8/25/2022	\$ \$	22,644.25
19 -	9/21/2022		15,138.00
20 -	10/26/2022	\$ \$	9,243.47
21 ~	11/23/2022	\$	12,849.25
22 -	12/21/2022	\$	11,784.50
23 _	1/26/2023	\$	13,247.02
24	2/23/2023	\$	5,183.49
25	3/23/2023	\$	22,707.12
26 -	4/18/2023	Š	19,862.85
27 -	5/25/2023	\$	26,947.70
28 -	6/22/2023	\$	18,611.96
29 -	7/26/2023	\$	20,447.16
30 -	8/24/2023	S	7,912.74
31	9/21/2023	\$	12,205.74
32 -	10/26/2023	\$	13,307.82
33	11/22/2023	\$	8,492.66
34 -	12/20/2023	S	8,489,56
35	1/24/2024	\$	5,319.77
36	2/21/2024	\$	9,921.65
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Record of Change Orders | # Date

#	Date		Amount
1	9/7/202	!1 \$	158,200.00
2	12/6/202	1 \$	185,400.00
3	11/21/202	2 \$	255,300.00
4			
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20			
	TOTAL	S	598,900.00

Contract Time Remaining:

CONTRACT PERIOD:	CLICK TO CHOOSE
Original Contract Date:	January 4, 2021
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	0
Time Used to Date:	
Contract Time Remaining:	0

TOTAL

\$ 550,569.93



INVOICE FOR PROFESSIONAL SERVICES

March 21, 2024

Don Clark City of Ankeny 1210 NW Prairie Ridge Dr Ankeny, IA 50023-1751

Invoice No:

120.1113.01 - 37

182.75

Finance Budget Code 629.3629.4210/688.3688.4210 Project Code 629.4210/688.4210

Vendor #990

Email

Project	120.1113.01	Ankeny l	HTT Water Main & I	Orainage Improv	/ements	
Professional S	Services through Ma	rch 17, 2024				
Prelim Service	es					
				Phase Su	ıbtotal	0.00
		Total	Prior	Current		
Billings to Dat	te	95,183.76	95,183.76	0.00		
Design Servic	es Amendment 1	·				
				Phase St	ıbtotal	0.00
		Total	Prior	Current		
Billings to Dat	te	82,836.00	82,836.00	0.00		
Design Servic	es Amendment 2 (Di	ivision 1)				
				Phase St	ıbtotal	0.00
		Total	Prior	Current		
Billings to Dat	te	138,769.18	138,769.18	0.00		
Design Servic	es Amendment 2 (D	ivision 2)				
				Phase St	ubtotal	0.00
		Total	Prior	Current		
Billings to Dat	te	20,792.00	20,792.00	0.00		
Construction					T	
Hourly Service	es		Ha	Data	*	
Principal E	inginger II		Hours 1.00	Rate 229.00	Amount 229.00	
Sr. Engine	_		4.25	198.00	841.50	
or. Engine Techniciar			1.00	123.00	123.00	
Techniciar			62,00	92.00	5,704.00	
recrinicial	Total Service	•	68.25	32.UU	5,704.00 6,897.50	
	TOTAL SELVICE:	0	00.23		06.160,0	6,897.50
						·
Fleet Mileage						

REMIT TO: SNYDER & ASSOCIATES, INC.

Mailing: PO Box 1159 | Ankeny, IA 50021 Physical: 2727 SW Snyder Blvd. | Ankeny IA 50023 p: 888-964-2020 | f: 515-964-7938 Federal E.I.N. 42-1379015 SNYDER-ASSOCIATES.COM

Project	120.1113.01	Ank-HTTWaterMain&DrainageImprovements			Invoice	37
				Phase Subtotal		\$7,080.25
Billings to Date		Total 181,202.14	Prior 174,121.89	Current		
				7,080.25		
Constructi	on Services Div 2					
				Phase Subtotal		0.00
		Total	Prior	Current		
Billings to	Date	38,867.10	38,867.10	0.00		
Billing Lim	nits		Current	Prior	To-Date	
Total E	Billings		7,080.25	550,569.93	557,650.18	
Lir	mit				702,700.00	
Re	emaining				145,049.82	

Billings to Date

Total 557,650.18 Prior 550,569.93

Current 7,080.25

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Wesley Farrand



March 21, 2024

Mr. Don Clark City of Ankeny 1210 NW Prairie Ridge Drive Ankeny, Iowa 50023

RE:

HIGH TRESTLE TRAIL TRANSMISSION MAIN & DRAINAGE IMPROVEMENTS PROGRESS REPORT NO. 37 S&A PROJECT NO. 120.1113.01

Mr. Clark:

This is the thirty-seventh progress report for the above referenced project and covers work through March 17, 2024. Work performed during this period primarily includes tasks associated with the project construction, including final punch list coordination, construction observation and reporting, and record drawing development. This invoice of \$7,080.25 represents the completion of about 79% of the \$702,700 Design and Construction Services Agreement and Amendments to the contract.

We look forward to continuing working for the City and you on this important project. Should you have any questions on this update, please feel free to contact me. We will attend the April 1, 2024, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

Mark A. Land, P.E., CFM

Vice President

MAL/wcf

Enclosure



ANKENY CITY COUNCIL

City Council Agenda

April 1, 2024 5:30 PM

Mark Holm, Mayor Bobbi Bentz, Mayor Pro tem

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

ORIGINATING DEPARTMENT:	COUNCIL GOAL:					
Public Works	Upgrade Essential Infrastructure					
ACTION REQUESTED:						
Motion						
LEGAL:						
No Review Required						
	SUBJECT:					
	66 in the amount of \$133,756.25 to Snyder & Associates, for d Improvements 1st Street to 11th Street project.					
ЕУ	KECUTIVE SUMMARY:					
]	FISCAL IMPACT: No					
CITY MAN	AGER'S RECOMMENDATIONS:					
PREVIOUS COUNG	CIL/COMMISSION/BOARD ACTION(S):					
PUBLIC OUTREACH EFFORTS:						

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download

Payment #6

Α	PPLICATION	FOR PA	RTIAL	PAYN	IENT	OF C	ONTRAC	Γ		
	Project Title:	N Ankeny Blvd Improvements 1st Street to 11th St Snyder & Associates, Inc								
city of	Contractor:									
Ankeny	Address:		2727 S	W Sny	der Bl	vd, PO	Box 1159 A	nkeny	la 5002	3
bringing it all together	Finance Budg	get Code:	949.	3949.4	210	Fina	nce Project	#:	94	9.4210
	Vendor Proje	ct #:	123	3.0584.	01	Purc	hase Order	#: -		
	Original Conf	ract Date:	Octol	ber 2, 2	2023	Vend	dor Account	#: _		990
Date of Council Meeting:	April 1, 20	024	Paymer	nt Appl	licatio	on #:	6			
	Payment	Period:	From: _	Febru	ary 19	9, 2024	Throu	gh: _	March	n 17, 2024
Contract Summary:			<u> </u>							
Original Contract Amount:		\$	282,3	00.00						
Net Change by Change Ord	ers:	\$	334,2	00.00						
Contract Amount to Date: (lin	ne 1 ± 2)				\$		616,500.00	_		
Total Completed and Stored	to Date:	\$	383,4	29.14						
Retainage: 0 % of Con	npleted Work:	\$		-						
Total Earned Less Retainag	e:				\$		383,429.14			
Less Previous Applications	for Payment:				\$		249,672.89			
SUBTOTAL:								\$		133,756.25
OTHER CHARGES:								\$		-
CURRENT PAYMENT DUE	:							\$		133,756.25
Balance to Finish, Including	Retainage:		*		\$		233,070.86	<u>.</u>		
Contract Time Remaining:		•		-	Wor	king Da	ays			
The undersigned Contractor certifies the completed in accordance with the Contrissued and payments received from the Construction Contractor App	act Documents, that a Owner, and that curre	II the amounts h nt payment sho	ave been pa	id by the						
Cincolure								Bette		
Signature Engineer / Consultant Appro	oval:	,	1	Sn	vder 8	& Assor	ciates, Inc	Date		
	Firm Nah	le f	m	On	Juoi C	. / 13301	Jidioo, IIIo	_	. /	
	Marl	16	10					5	/20/	24

Signature

City of Ankeny Staff Approval:

Signature

3/22/2024

Date

3/22/2024

Date

Submit to:

Jim Haberichter P.E.

E-mail: jhaberichter@ankenyiowa.gov Phone Number: 515/965-6400

Date Printed: 3/21/2024

Previo	Previous Applications for Payment:								
No.	Date	Amoun	t						
1	October 25, 2023	\$ 76,6	79.45						
2	November 21, 2023		57.61						
3	December 19, 2023	\$ 46,6	33.00						
4	January 24, 2024		84.90						
5	February 21, 2024	\$ 11,1	17.93						
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PREVIOUS PAY APPS TOTAL = \$ 249,672.89

Record of Change Orders:

No.	Date	Amount
1	March 20, 2024	\$ 334,200.00
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CHANGE ORDER TOTAL = \$ 334,200.00

Contract Time Remaining:

Contract Period: Working Days Construction Start Date:

Substantial Completion:

Contract Working Days: Added by Change Order: 0.0 Total Working Days: Working Days Used to Date: Working Days Remaining: 0.0

Full Completion:

Contract Working Days: Added by Change Order: Total Working Days: 0.0 Working Days Used to Date: Working Days Remaining: 0.0



INVOICE FOR PROFESSIONAL SERVICES

March 20, 2024

Jim Haberichter P.E. City of Ankeny 1210 NW Prairie Ridge Dr Ankeny, IA 50023-1751

Invoice No:

123.0584.01 - 6

Finance Budget Code 949.3949.4210

Finance Project Code 949.4210

Vendor 990

Email

Project

123.0584.01

N Ankeny Blvd Improvements 1st Street to 11th St

Professional Services through March 17, 2024

Basic Services				
	Hours	Rate	Amount	
Principal Engineer II	1.25	245.00	306.25	
Principal Landscape Architect II	2.50	245.00	612.50	
Principal Engineer I	9.75	230.00	2,242.50	
Land Surveyor VIII	.25	192.00	48.00	
Engineer VIII	21.00	192.00	4,032.00	
Engineer VII	60.50	182.00	11,011.00	
Engineer IV	36.00	149.00	5,364.00	
Landscape Architect II	22.00	123.00	2,706.00	
Engineer I	237.50	109.00	25,887.50	
Lead Technician	1.00	146.00	146.00	
Technician VI	8.00	108.00	864.00	
Technician III	295.25	80.00	23,620.00	
Technician II	28.00	73.00	2,044.00	
Administrative II	.50	75.00	37.50	
Total Services	723.50		78,921.25	
Total Services				78,921.25
Copies, Color Copies			21.00	
Total Expenses				21.00
ileet Mileage				
				9.83
Billing Limits	Current	Prior	To-Date	
Total Billings	78,952.08	232,589.15	311,541.23	
Limit			467,400.00	
Remaining			155,858.77	
		Phase	Subtotal	\$78,952.08

Additional Services

REMIT TO: SNYDER & ASSOCIATES, INC.

Mailing: PO Box 1159 | Ankeny, IA 50021

Physical: 2727 SW Snyder Blvd. | Ankeny IA 50023

p: 888-964-2020 | f: 515-964-7938

Federal E.I.N. 42-1379015 SNYDER-ASSOCIATES.COM

Project	123.0584.01	Ank-NANkE	llvdlmprov1stStto11th	St	Invoice	6
			Hours	Rate	Amount	
Land S	urveyor VIII		43.75	192.00	8,400.00	
Right-o	f-Way Agent II		1.00	123.00	123.00	
_	cian VII		73.25	120.00	8,790.00	
Technic	cian VI		35.50	108.00	3,834.00	
Technic	cian II		3.00	73.00	219.00	
	Total Ser	vices	156.50		21,366.00	
	Total Se	rvices			·	21,366.00
Badger	Daylighting Corp					
		Daylighting Corp	Services		33,405.42	
		onsultants				33,405.42
Fleet Mileag	je					
						32.75
Billing Lim	its		Current	Prior	To-Date	
Total B	illings		54,804.17	17,083.74	71,887.91	
Lin	nit				149,100.00	
Re	maining				77,212.09	
				Phase	Subtotal	\$54,804.17
P-14-14-14-14-14-14-14-14-14-14-14-14-14-			Δ	mount Due this	Invoice	\$133,756.25

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Jordan Stoermer



March 20, 2024

Mr. Jim Haberichter City of Ankeny 1210 NW Prairie Ridge Drive Ankeny, Iowa 50023

RE: N. ANKENY BOULEVARD IMPROVEMENTS – 1^{ST} STREET TO 11^{TH} STREET PROGRESS REPORT NO. 6 S&A PROJECT NO. 123.0584.01

Dear Mr. Haberichter:

This is the sixth progress report for the above referenced project and covers work through March 17, 2024. Our work through this period includes the following:

- · Beginning final transportation, traffic, and landscaping design
- Beginning ROW Services
- Meeting to discuss 9th Street additional paving limits
- · Working on right of way acquisition and easement plats
- Franchise utility coordination and potholing existing utilities
- · Analysis and memo of the right in right out

We look forward to continuing working for the City and you on this important project. Should you have any questions on this update, please feel free to contact me. We will attend the April 1, 2024, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

Mark A. Land, P.E., CFM

Vice President

MAL/jms

Enclosures

cc: Jordan Stoermer, P.E., Snyder & Associates, Inc. John Haldeman, P.E., Snyder & Associates, Inc.



ANKENY CITY COUNCIL

City Council Agenda

April 1, 2024 5:30 PM

Mark Holm, Mayor Bobbi Bentz, Mayor Pro tem

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

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Public Works	Upgrade Essential Infrastructure
ACTION REQUESTED:	
Motion	
LEGAL:	
No Review Required	
	SUBJECT:
	2 in the amount of \$9,356.80 to Snyder & Associates, Inc., for ave Recon - NE 5th St to NE 18th St project.
EX	ECUTIVE SUMMARY:
]	FISCAL IMPACT: No
CITY MANA	AGER'S RECOMMENDATIONS:
PREVIOUS COUNC	CIL/COMMISSION/BOARD ACTION(S):
PUBL	IC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to	download
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Payment #32

	Project Title: NE Delaware Ave Recon - NE 5th St to NE 18th St							
city of	Contractor: Snyder & Associates, Inc.							
Ankeny	Address:		2727 SW Snyder			eny, IA 500	23	
bringing it all together	Finance Bud	get Cod			Finance Project (979.4210	
	Vendor Proje	ect or In		121.0695	•			
	Original Con	tract Da			Vendo	r#	990	
Date of Council Meeting	4/1/202	24			PAYMENT RE	QUEST#	32	
			RIOD: From:	02/19			03/17/24	
Contract Summary								
Original Contract Amount:		\$	250,000.00					
Net change by Change Orders:	Amd #1&2	\$	1,227,290.00					
Contract Amount to Date: (line 1	± 2)			\$	1,477,290.00			
Total completed and stored to d	late:	\$	1,098,965.40					
Retainage: 0 % of Cor	npleted Work:	\$	-	•				
Total Earned less Retainage:				\$	1,098,965.40			
Less previous applications for p	ayment:			\$	1,089,608.60			
SUBTOTAL						\$	9,356.80	
						\$	-	
CURRENT PAYMENT DUE						\$	9,356.80	
Balance to finish, including reta	inage:			\$	378,324.60			
Contract Time Remaining (If app	licable)		-	_				
The undersigned Contractor certifies that to the accordance with the Contract Documents, that								
received from the Owner, and that current par								
Construction Contractor Approv								
	Firm Name							
Signature					(1)	Date		
Engineer/Consultant Approval:	Snyder & Ass	enciates	Inc					
Engineen Consultant Approval.	Firm Name	1 A	"/) 0			21	1	
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Signature	11/00	70				Date	/ / .	
City of Ankeny Staff Approval	11		,			(1)	12/211	
Signature	1-10ler	mal	150			Date	21/24	
						-	•	
Submit to:			Adam Lus	t				
Email: alust@anke	enyiowa.gov		Phone:5	515-963-3	3537 Fax:			



March 20, 2024

Mr. Adam Lust, P.E. City of Ankeny 1210 NW Prairie Ridge Drive Ankeny, Iowa 50023

RE:

NE DELAWARE AVENUE RECONSTRUCTION - NE 5TH TO NE 18TH STREET

PROGRESS REPORT NO. 32 S&A PROJECT NO. 121.0695.01

Dear Mr. Lust:

This is the thirty-second progress report for the above referenced project and covers work through March 17, 2024. Construction services performed throughout this period includes franchise utility coordination, a public information meeting, a preconstruction meeting, and general correspondence with City staff and Contractor.

Year 2 construction commenced on March 18, 2024, and weekly construction meetings are set to begin every Wednesday at 10:00 a.m.

We look forward to continuing working for the City and you on this important project. Should you have any questions on this update, please feel free to contact me. We will attend the April 1, 2024, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

Mark A. Land, P.E., CFM

Vice President

Enclosures

cc: Jordan Stoermer, P.E., Snyder & Associates, Inc.

John Haldeman, P.E., Snyder & Associates, Inc.

Prev	ious Applications	for P	'ayment
#	Date		Ámount
1	8/25/2021	\$	30,784.32
2	9/21/2021	\$	3,859.36
3	10/20/2021	\$	13,195.08
4	11/23/2021		\$59,301.65
5	12/21/2021	\$	30,772.95
6	1/25/2022	\$	34,225.25
7	2/24/2022	\$	15,226.25
8	3/23/2022	\$	39,734.44
9	4/20/2022	\$	49,219.11
10	5/25/2022	\$	104,345.95
11	6/22/2022	S	89,753.67
12	7/20/2022	\$	80,936.65
13	8/24/2022	\$	96,981.13
14	9/21/2022	\$	48,325.63
15	10/26/2022	\$	24,744.69
16	11/22/2022	\$	5,433.50
17	12/21/2022	\$	10,748.63
18	1/25/2023	\$	6,328.25
19	2/22/2023	S	14,823.38
20	3/22/2023	\$	16,026.72
21	4/18/2023	\$	21,058.49
22	5/24/2023	\$	30,346.26
23	6/21/2023	\$	32,070.31
24	7/26/2023	Š	35,473.32
25	8/23/2023	\$ \$	42,028.17
26	9/20/2023	\$	31,342.35
27	10/25/2023	\$	61,524.42
28	11/21/2023	S	26,456.79
29	12/20/2023	\$ \$	13,498.93
30	1/24/2024	\$	8,450.07
31	2/21/2024	S	12,592.88
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Reco	ord of Change Orders		
#	Date		Amount
1	4/18/2022	\$	605,490.00
2	1/17/2023	\$	621,800.00
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20	TOTAL	S	1,227,290.00
			

Contract Time Remaining:	
CONTRACT PERIOD:	CLICK TO CHOOSE
Original Contract Date:	August 16,2021
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	0
Time Used to Date:	·
Contract Time Remaining:	0



INVOICE FOR PROFESSIONAL SERVICES

March 20, 2024

Adam Lust City of Ankeny 1210 NW Prairie Ridge Dr Ankeny, IA 50023-1751

Invoice No:

121.0695.01 - 32

71.01

Finance Budget Code 979.3979.4210

Finance Project Code 979.4210

Vendor 990

Email

Project

121.0695.01

NE Delaware Ave Recon - NE 5th St to NE 18th St

Professional Services through March 17, 2024

Basic Services	i i			
Billing Limits	Current	Prior	To-Date	
Total Billings	0.00	643,289.67	643,289.67	
Limit			643,290.00	
Remaining			.33	
		Phase \$	Subtotal	0.00
Additional Services				
Billing Limits	Current	Prior	To-Date	
Total Billings	0.00	122,200.00	122,200.00	
Limit			122,200.00	
		Phase 9	Subtotal	0.00
Construction Services				
	Hours	Rate	Amount	
Principal Engineer II	.25	245.00	61.25	
Principal Engineer I	4.50	230.00	1,035.00	
Engineer VIII	7.00	192.00	1,344.00	
Project Manager VII	5.50	182.00	1,001.00	
Environmental Scientist VII	6.00	182.00	1,092.00	
Engineer II	10.00	123.00	1,230.00	
Technician VIII	18.75	130.00	2,437.50	
Technician VII	6.25	120.00	750.00	
Technician III	1.00	80.00	80.00	
Technician II	3.00	73.00	219.00	
Total Services	62.25		9,249.75	
Total Services				9,249.75
Submittal Fees			71.01	

REMIT TO: SNYDER & ASSOCIATES, INC.

Mailing: PO Box 1159 | Ankeny, IA 50021

Total Expenses

Dhysicals 2727 SM Candor Died | Antone 14 E0022

p: 888-964-2020 | f: 515-964-7938 Federal E.I.N. 42-1379015

Project	121.0695.01	Ank-NEDelaw	areAveReconNE	5thSttoNE18thSt	Invoice	32
Fleet Milea	ge					
	_					36.04
Billing Lim	its		Current	Prior	To-Date	
Total B	illings		9,356.80	324,118.93	333,475.73	
Lin	nit				711,800.00	
Re	maining				378,324.27	
				Phase Subtotal		\$9,356.80
				Amount Due this	Invoice	\$9,356.80
		Total	Prior	Current		
Billings to	Date	1,098,965.40	1,089,608.60	9,356.80		

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: John Haldeman



ANKENY CITY COUNCIL

City Council Agenda

April 1, 2024 5:30 PM

Mark Holm, Mayor Bobbi Bentz, Mayor Pro tem

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

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Public Works	Upgrade Essential Infrastructure
ACTION REQUESTED:	
Motion	
LEGAL:	
No Review Required	
SUB	JECT:
Consider motion to approve Payment #19 in the amo engineering services on the NW Northlawn Area Utili	
EXECUTIVE	E SUMMARY:
FISCAL IN	MPACT: No
CITY MANAGER'S R	ECOMMENDATIONS:
PREVIOUS COUNCIL/COMN	MISSION/BOARD ACTION(S):
PUBLIC OUTRI	EACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download

Payment #19

	Project Title:		NW Northla	wn Area Utilit	y Improveme	nts- Phase	2
city of	Contractor:			Total Transition	sociates, Inc.		
Ankeny		2727	7 SW Snyder				023
bringing it all together	Finance Bud	get Code:	33 1/3% to each	n acct Final	nce Project (Code: 33	3 1/3% to each acct
	610.3610.421	0; 650.3650.42	10; 963.3963	3.4210 <u>6</u>	10.4210; 650.	4210; 963.	.4210
	Vendor Proje	ct or Invoice #	<i>‡</i> : 1	19.0975.01B	PO	#	
		tract Date:			Vendoi	#	990
Date of Council Meeting	4/1/202	ν.Α		D	AYMENT RE	OUEST#	19
		ENT PERIOD:	From:			h:	
	TAIM	LIVI I LIVIOD.		10/20/20	"""		00/11/24
Contract Summary							
Original Contract Amount:		\$	54,900.00				
•	Amd #1	<u>φ</u>	43,500.00				
Net change by Change Orders:		Φ	43,300.00	¢.	00 400 00		
Contract Amount to Date: (line 1	± 2)			\$	98,400.00		
Total completed and stored to d	ato	¢	70 555 01				
Total completed and stored to d		\$	78,555.81				
Retainage: 0 % of Con	ipietea work:	Φ		¢.	70 555 04		
Total Earned less Retainage:	2000 C 400 • 0			\$	78,555.81		
Less previous applications for p	ayment:			\$	75,448.00		
SUBTOTAL						\$	3,107.81
OTHER CHARGES (Please attact	n an itemized list)					\$	
CURRENT PAYMENT DUE						\$	3,107.81
Balance to finish, including retain	nage:			\$	19,844.19		
Contract Time Remaining (If app	licable)		-				
The undersigned Contractor certifies that to t	he best of the Contrac	tor's knowledge, infor	mation and belief	the work covered	by this Application	for Payment ha	as been completed in
accordance with the Contract Documents, the	at all the amounts have	e been paid by the Co					
received from the Owner, and that current pa		s now due.					
Construction Contractor Approv	/al:						
	,						
Signature						Date	
Engineer/Consultant Approval:	Snyder & Ass	sociates, Inc. /	11				
	Firm Magne	11/00	/ (/			21	1 1
	11/1/	Much	0			5/20	724
Signature	11/1	1	1.	1		Date	,
City of Ankeny Staff Approval	Medit	the x	In al	1		31	21/2024
Signature	77 0000	(0)	100	,		Date	2 / aca-
Total Control of the		6					
Cub wit to			Matt O	ah			
Submit to:	akonylowa ==:	DI-	Matt Grguri	and the state of t	Fa		
Email: <u>mgrgurich@ai</u>	nkenyiowa.gov	Pn	one:5	15-965-6400	Fax:		

‡ 	Date 7/22/2021	\$	Amount 6,008.00
<u> </u>	8/25/2021	\$	9,378.00
<u> </u>	9/21/2021	\$	9,568.84
í	10/20/2021	~ ~	4,811.86
; -	5/25/2022	ŝ	1,344.25
š —	6/22/2022	Š	3,102.25
7	10/25/2022	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	7,579.00
3	11/22/2022	S	7,683.89
9	12/21/2022	Š	2,289.50
0 -	1/25/2023	Š	2,710.50
1 -	2/22/2023	S	2,391.55
2 -	3/22/2023	S	2,455.00
3 ¯	4/18/2023	\$	2,793.61
4 _	5/25/2023	\$	2,399.48
5 _	6/21/2023		2,408.38
6 _	7/26/2023	\$ \$	3,024.38
7 _	9/20/2023	\$	3,919.96
8 _	10/25/2023	\$	1,579.55
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Rec	ord of Change C	Orders		
#	Date			Amount
j		2/20/2023	\$	43,500.00
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20	TOTAL		s	43,500.00
	IOIAL			43,300.00

CLICK TO CHOOSE
June 7, 2021
0
0



March 20, 2024

Mr. Matt Grgurich City of Ankeny 1210 NW Prairie Ridge Drive Ankeny, Iowa 50023

RE:

NW NORTHLAWN AREA UTILITY IMPROVEMENTS – PHASE 2

PROGRESS REPORT NO. 19 S&A PROJECT NO. 119.0975.01B

Dear Mr. Grgurich:

This is the nineteenth progress report for the above referenced project and covers work through March 17, 2024. Our work through this period includes on call services for construction administration, construction staking and monument preservation.

We look forward to continuing working for the City and you on this important project. Should you have any questions on this update, please feel free to contact me. We will attend the April 1, 2024, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

Mark A. Land, P.E., CFM

Vice President

Enclosures

cc: Jordan Stoermer, P.E., Snyder & Associates, Inc.

John Haldeman, P.E., Snyder & Associates, Inc.



INVOICE FOR PROFESSIONAL SERVICES

March 20, 2024

Matt Grgurich City of Ankeny 1210 NW Prairie Ridge Dr Ankeny, IA 50023-1751

Invoice No:

119.0975.01B - 19

Finance Budget Code 610.3610.4210/650.3650.4210/963.3963.4210

Finance Project Code 610.4210/650.4210/963.4210

Vendor 990

Email

Project

119.0975.01B

NW Northlawn Area Utility Improvements Phase 2

Professional Services through March 17, 2024

Basic Services				
		Phase S	ubtotal	0.00
Construction Services	4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4			
	Hours	Rate	Amount	
Land Surveyor VIII	.50	192.00	96.00	
Engineer VIII	2.50	192.00	480.00	
Project Manager VII	1.00	182.00	182.00	
Project Manager VI	2.50	173.00	432.50	
Technician VII	10.75	120.00	1,290.00	
Technician VI	2.00	108.00	216.00	
Technician III	3.00	80.00	240.00	
Technician II	2.00	73.00	146.00	
Administrative II	.25	75.00	18.75	
Total Services	24.50		3,101.25	
Total Services				3,101.25
Fleet Mileage				
•				6.56
		Phase S	Subtotal	\$3,107.81
Billing Limits	Current	Prior	To-Date	
Total Billings	3,107.81	75,448.00	78,555.81	
Limit			98,400.00	
Remaining			19,844.19	
Na		maunt Dua thia		£2 407 94

Amount Due this Invoice _____

Billings to Date

Total 78,555.81

Prior 75,448.00

Current 3,107.81

REMIT TO: SNYDER & ASSOCIATES, INC.

Mailing: PO Box 1159 | Ankeny, IA 50021 Dhusiasi, 2777 CM Childer Blud I Antoni tA E0022 p: 888-964-2020 | f: 515-964-7938 Federal E.I.N. 42-1379015 CHIVEED ACCOUNTES CONA Project 119.0975.01B Ank-NWNorthlawnAreaUtilityImprovPhase2 Invoice 19

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Jordan Stoermer

REMIT TO: SNYDER & ASSOCIATES, INC.

Mailing: PO Box 1159 | Ankeny, IA 50021

Dhysical: 2727 SW Spydor Blud | Ankeny IA 50022

p: 888-964-2020 | f: 515-964-7938 Federal E.I.N. 42-1379015



ANKENY CITY COUNCIL

City Council Agenda

April 1, 2024 5:30 PM

Mark Holm, Mayor Bobbi Bentz, Mayor Pro tem

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

ORIGINATING DEPARTMENT: Public Works	COUNCIL GOAL: Upgrade Essential Infrastructure
ACTION REQUESTED: Motion	
LEGAL: No Review Required	
SUB	JECT:
Consider motion to approve Payment #7 in the amount engineering services on the NW Northlawn Area Utilia	
EXECUTIVE	E SUMMARY:
FISCAL IN	MPACT: No
CITY MANAGER'S R	RECOMMENDATIONS:
PREVIOUS COUNCIL/COM	MISSION/BOARD ACTION(S):
PUBLIC OUTRI	EACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download

Payment #7

	Project Title:		NW North	lawn A	rea Utility Improvem	ents	Ph 3		
city of	Contractor:	Snyder & Associates, Inc							
Ankeny	Address: 2727 SW Snyder				/d, PO Box 1159 Anl	eny l	la 50023		
beinging it all together	Finance Bud	get Code:	33 1/3 to ea	ach	Finance Project #	: _	33 1/3 to each		
			<u>.4210/963.3963</u>		610.4210/650.4210	•	.4210		
	Vendor Proje		119.0975.0		_Purchase Order#	: _			
	Original Con	tract Date:	May 15, 20)23	_Vendor Account #	!:	990		
Date of Council Meeting:	April 1, 2		Payment App			_			
	Payment	Period:	From: Febru	uary 19	9, 2024 Through	ı: <u> </u>	March 17, 2024		
Contract Summary:									
Original Contract Amount:		\$	72,350.00						
Net Change by Change Ord	ers:	\$	43,500.00	•					
Contract Amount to Date: (lin				\$	115,850.00				
T. 1.10		•	77 500 00						
Total Completed and Stored Retainage: 0 % of Com	npleted Work:	\$	77,596.83	•					
Total Earned Less Retainag	-	Ψ		\$	77,596.83				
Less Previous Applications				\$	67,132.41				
SUBTOTAL:	ioi i ayinona				0.,102.11	\$	10,464.42		
OTHER CHARGES:						\$	_		
OTTEN OTTANOES.						Ψ			
CURRENT PAYMENT DUE	: :					\$	10,464.42		
Balance to Finish, Including	Retainage:			\$	38,253.17	ĝ			
Contract Time Remaining:			-	Worl	king Days				
The undersigned Contractor certifies that	at to the best of the C	ontractor's know	rledge, information, and	belief th	e work covered by this Applic	ation fo	or Payment has been		
completed in accordance with the Contrissued and payments received from the				Contracto	or for work for which previous	Certific	cate(s) for Payment were		
Construction Contractor App		ant paymont on							
	Firm Na	me							
Signature						Date			
Engineer / Consultant Appro	oval:		Sn	wder 8	Associates, Inc	Duto			
Liigineer / Consultant Appro	Firm Na	mye /) ()	- On	iyuci c	1 A33001at03, 1110		1		
	V 1/1/2. M/	Max				3	120/24		
Signature	//www	- U				Date	age		
City of Ankeny Staff Approv	al:, /	//					(*)		
May	Mh C.	X	M			1	3/21/2024		
Signature						Date			
			í						
Submit to: E-mail:	mgrgurich@	ankenviowa	Matt Gr	gurich	Phone Numbe	r:	515-965-6400		
- man	marganona	CI III OII YIOW	41.50		i none mainbe		010 000-0400		

	Previous Applications for Payment:								
No.	Date	Amount							
1	June 21, 2023	\$ 5,378.00	0						
2	July 26, 2023	\$ 25,783.30	0						
3	August 23, 2023	\$ 14,504.5	0						
4	September 20, 2023	\$ 7,558.7	5						
5	October 25, 2023	\$ 8,366.2							
6	November 21, 2023	\$ 5,541.6	6						
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PREVIOUS PAY APPS TOTAL = \$ 67,132.41

Record of Change Orders:

No.	Date		Amount
1	December 18, 2023	\$	43,500.00
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CHANGE ORDER TOTAL =	\$ 43,500.0
Contract Time Remaining:	
Contract Period:	Working Days
Construction Start Date:	
Substantial Completion:	
Contract Working Days:	
Added by Change Order:	
Total Working Days:	
Working Days Used to Date:	*
Working Days Remaining:	
Full Completion:	
Contract Working Days:	
Added by Change Order:	
Total Working Days:	. (
Working Days Used to Date:	
Working Days Remaining:	



March 20, 2024

Mr. Matt Grgurich City of Ankeny 1210 NW Prairie Ridge Drive Ankeny, Iowa 50023

RE:

NW NORTHLAWN AREA UTILITY IMPROVEMENTS - PHASE 3

PROGRESS REPORT NO. 7 S&A PROJECT NO. 119.0975.01C

Dear Mr. Grgurich:

This is the seventh progress report for the above referenced project and covers work through March 17, 2024. Our work through this period includes preparing and attending preconstruction meeting, coordination with City staff on preliminary design documents, franchise utility coordination and relocation staking, QuestCDN fees, and early construction coordination with the Contractor.

We look forward to continuing working for the City and you on this important project. Should you have any questions on this update, please feel free to contact me. We will attend the April 1, 2024, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

Mark A. Land, P.E., CFM

Vice President

MAL/jms

Enclosures

cc:

Jordan Stoermer, P.E., Snyder & Associates, Inc. John Haldeman, P.E., Snyder & Associates, Inc.



INVOICE FOR PROFESSIONAL SERVICES

March 20, 2024

Matt Grgurich City of Ankeny 1210 NW Prairie Ridge Dr Ankeny, IA 50023-1751

Invoice No:

119.0975.01C - 7

Finance Budget 610.3610.4210/650.3650.4210/963.3963.4210

Finance Project 610.4210/650.4210/963.4210

Vendor 990

Email

Project

119.0975.01C

NW Northlawn Area Utility Improvements Ph 3

Professional Services through March 17, 2024

Basic Services				
Hourly Services				
	Hours	Rate	Amount	
Principal Engineer II	.25	245.00	61,25	
Principal Engineer I	.75	230.00	172.50	
Land Surveyor VIII	1.50	192.00	288.00	
Engineer VIII	13.50	192.00	2,592.00	
Project Manager VII	1.00	182.00	182.00	
Technician VII	5.75	120.00	690.00	
Technician III	1.75	80.00	140.00	
Technician II	1.50	73.00	109.50	
Total Services	26.00		4,235.25	
			·	4,235.25
Plan Distribution			980.00	
			980.00 980.00	000.00
Total Expenses			980.00	980.00
Fleet Mileage				
				3.28
Billing Limits	Current	Prior	To-Date	
Total Billings	5,218.53	67,132.41	72,350.94	
Limit			72,350.00	
Adjustment				94
		Phase S	Subtotal	\$5,217.59
Construction Services				
Hourly Services		<u></u> .		
	Hours	Rate	Amount	
Principal Engineer I	.50	237.00	118.50	
Land Surveyor VIII	2.50	198.00	495.00	
Engineer VIII	2.00	198.00	396.00	
Project Manager VII	4.00	187.00	748.00	

REMIT TO: SNYDER & ASSOCIATES, INC.

Mailing: PO 8ox 1159 | Ankeny, IA 50021

Dhucical 2777 SM Snudar Blud | Ankanu IA 50073

p: 888-964-2020 | f: 515-964-7938 Federal E.I.N. 42-1379015

Project	119.0975.01C	Ank-NWNorthlawnAreaUtilityImpro	Invoice	7	
Engine	er IV	1.00	153.00	153.00	
Engine	er II	21.00	128.00	2,688.00	
Technic	cian VII	3.00	124.00	372.00	
Technic	cian III	3.25	82.00	266.50	
	Total Services	37.25		5,237.00	
					5,237.00
leet Mileag	ge				
					9.83
Billing Limi	lts	Current	Prior	To-Date	
Total Bi	illings	5,246.83	0.00	5,246.83	
Lim	nit			43,500.00	
Rei	maining			38,253.17	
			Phase S	ubtotal	\$5,246.83
		A	nount Due this	Invoice	\$10,464.42

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Jordan Stoermer



ANKENY CITY COUNCIL

City Council Agenda

April 1, 2024 5:30 PM

Mark Holm, Mayor Bobbi Bentz, Mayor Pro tem

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

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Public Works	Upgrade Essential Infrastructure
ACTION REQUESTED:	
Motion	
LEGAL:	
No Review Required	
	SUBJECT:
**	11 in the amount of \$24,609.32 to Snyder & Associates, for Improvements SE Peterson Dr to 1st St project.
EX	ECUTIVE SUMMARY:
F	FISCAL IMPACT: No
CITY MANA	AGER'S RECOMMENDATIONS:
PREVIOUS COUNC	CIL/COMMISSION/BOARD ACTION(S):
PUBLI	IC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download

Payment #11

	Project Title:	S Ankeny Blvd Improvements SE Peterson Dr to 1st St								
city of	Contractor:		Snyder & Associates Inc							
Ankeny			2727 SW Snyder Blvd, PO Box 1159 Ar					eny	la 50023	
bringing it all together	Finance Budg	get Code:	886	3886.4	210	Finan	ce Project #:		886.42	10
	Vendor Proje		12:	3.0680.	01	Purch	ase Order#:	_		
	Original Con		Ma	y 15, 20)23	Vend	or Account #	: -	990	
	- · · 3 · · · · · · · · · · ·					_		_		
							No.			
Date of Council Meeting:	April 1, 2	024	Payme	nt Appl	icatio	n #:	11	_		
	Payment	Period:	From:	Febru	ary 19	9, 2024	_ Through	n:	March 17,	2024
Contract Summary:										
Original Contract Amount:		\$	497,7	00.00	85					
Net Change by Change Orde	ers:	\$		-						
Contract Amount to Date: (lin					\$		497,700.00			
Total Completed and Stored		\$	497,6	697.34						
	pleted Work:	<u>\$</u>					407 607 24			
Total Earned Less Retainag					\$		497,697.34			
Less Previous Applications f	or Payment:				\$		473,088.02	Φ.	0.4	000.00
SUBTOTAL:								\$	24	,609.32
OTHER CHARGES:								\$		_
OUDDENT DAVISENT DUE								¢	24	1 600 22
CURRENT PAYMENT DUE	•						:	Ψ		,609.32
Balance to Finish, Including	Retainage:				\$		2.66			
0 1 17 5					14/	ldas Da				
Contract Time Remaining:				-	- ***	king Da	ys			
The undersigned Contractor certifies that	at to the best of the Co	ontractor's know	ledge, inform	nation, and	belief th	he work co	vered by this Applic	ation f	or Payment has b	een
completed in accordance with the Contrissued and payments received from the	act Documents, that a Owner, and that curre	all the amounts I ent payment sho	have been p own herein is	aid by the now due.	Contract	or for work	for which previous	Certifi	cate(s) for Payme	ent were
Construction Contractor App										
	Firm Na	me								
F										
Signature					200			Date		
Engineer / Consultant Appro				/ Sn	yder 8	& Assoc	iates, Inc			
	Firm Na	1/2 /	RY	1				2	1511-	1
Signature	///	Zack.		1				Date	12/12	/
0.00	-1.							Dato		
City of Ankeny Staff Approv	al:	,								
	1	1 /	-					0	12/1/01	74
Signature	/104	an M						Date	DIAT	O.T
Submit to:				Adam	Lust					
E-mail:	alust@an	kenyiowa.g	ov			F	Phone Numbe	r:	515-963-	-3537

Previous Applications for Payment:

Previous Applications for Payment: No. Date Amount								
	Amount							
	\$ 24,744.83							
	\$ 25,064.30							
July 26, 2023	\$ 58,569,75							
August 24, 2023	\$ 47,192.42							
September 21, 2023	\$ 49,460.12							
October 26, 2023	\$ 60,080.29							
November 22, 2023	\$ 35,944.74							
December 19, 2023	\$ 31,836.75							
January 24, 2024	\$ 63,574.18							
February 22, 2024	\$ 76,620.64							
<u> </u>								
	Date May 25, 2023 June 21, 2023 July 26, 2023 August 24, 2023 September 21, 2023 October 26, 2023 November 22, 2023 December 19, 2023 January 24, 2024							

Previous Applications for Payment:

No.	Us Applications for Payi	Amount
36		
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PREVIOUS PAY APPS TOTAL = \$ 473,088.02

Record of Change Orders:

No.	Date	Amount
1		
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15		

CHANGE	ORDER	TOTAL	= \$	-
			·	

Contract Time Remaining:	
Contract Period:	Working Days
Construction Start Date:	
Substantial Completion:	
Contract Working Days:	
Added by Change Order:	
Total Working Days:	0.0
Working Days Used to Date:	
Working Days Remaining:	0.0
Full Completion:	
Contract Working Days:	
Added by Change Order:	
Total Working Days:	0.0
Working Days Used to Date:	
Working Days Remaining:	0.0

0.0



March 21, 2024

Mr. Adam Lust, P.E. City of Ankeny 1210 NW Prairie Ridge Drive Ankeny, Iowa 50023

RE:

SOUTH ANKENY BOULEVARD IMPROVEMENTS - SE PETERSON DRIVE TO

1ST STREET

PROGRESS REPORT NO. 11 S&A PROJECT NO. 123.0680.01

Dear Mr. Lust:

This is the eleventh progress report for the above referenced project and covers services through March 17, 2024. Work through this period includes additional traffic study evaluation and reporting, additional topographic survey, roadway modeling, sanitary sewer, storm sewer, and water main design, staging and traffic control design, traffic signalization design, fiber optic design, drainage report, street lighting layout and design, submittal of D5 (ROW design) plans, and project management tasks. Work anticipated in the next month includes coordination with Iowa DOT ROW design team and project management tasks.

We look forward to continuing working for the City and you on this important project. Should you have any questions on this update, please feel free to contact me. We will attend the April 1, 2024, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

Mark A. Land, P.E., CFM

Vice President

Enclosures

cc: Andy Burke, P.E., Snyder & Associates, Inc.



INVOICE FOR PROFESSIONAL SERVICES

March 21, 2024

Adam Lust City of Ankeny 1210 NW Prairie Ridge Dr Ankeny, IA 50023-1751

Invoice No:

123.0680.01 - 11

Finance Budget Code 886.3886.4210

Finance Project 886.4210

Vendor 990

Email

Project

123.0680.01

South Ankeny Blvd Improvements SE Peterson Dr to 1st ST

Professional Services through March 17, 2024

Prelim Services			•	
Hourly Services				
	Hours	Rate	Amount	
Principal Engineer II	.25	245.00	61.25	
Sr. Engineer	7.75	210.00	1,627.50	
Land Surveyor VIII	3.50	192.00	672.00	
Engineer II	3.50	123.00	430.50	
Technician VII	10.50	120.00	1,260.00	
Technician VI	17.75	108.00	1,917.00	
Technician II	9.00	73.00	657.00	
Total Services	52,25		6,625.25	
				6,625.25
Fleet Mileage				
				15.07
		Phase Subtotal		\$6,640.32
Basic Services				
Hourly Services				
•	Hours	Rate	Amount	
Engineer IV	41.00	149.00	6,109.00	
Engineer II	55.00	123.00	6,765.00	
Technician VIII	1.50	130.00	195.00	
Technician VII	40.50	120.00	4,860.00	
Technician III	.50	80.00	40.00	
Total Services	138.50		17,969.00	
				17,969.00
		Phase Subtotal		\$17,969.00

Phase Subtotal

0.00

REMIT TO: SNYDER & ASSOCIATES, INC.

Mailing: PO Box 1159 | Ankeny, IA 50021 CCOOR Al unadas I hada sahura IMP CCCC destauda p: 888-964-2020 | f: 515-964-7938 Federal E.I.N. 42-1379015 CHIVDED ACCOCIATES CONA

Project	123.0680.01	Ank-SAnkBlvdImprovSEPeter	Invoice	11	
Billing Lim	ilts	Current	Prior	To-Date	
Total B	Billings	24,609.32	473,088.02	497,697.34	
Lin	nit		·	497,700.00	
Remaining				2.66	

Amount Due this Invoice \$24,609.32

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Andrew Burke



ANKENY CITY COUNCIL

City Council Agenda

April 1, 2024 5:30 PM

Mark Holm, Mayor Bobbi Bentz, Mayor Pro tem

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

ORIGINATING DEPARTMENT: Public Works	COUNCIL GOAL: Upgrade Essential Infrastructure
ACTION REQUESTED: Motion	
LEGAL: No Review Required	
SUE	BJECT:
Consider motion to approve Payment #10 in the engineering services on the SE Delaware Ave and SE	e amount of \$7,197.71 to Snyder & Associates, for E 54th St Traffic Signal project.
EXECUTIV	E SUMMARY:
FISCAL I	MPACT: No
CITY MANAGER'S F	RECOMMENDATIONS:
PREVIOUS COUNCIL/COM	MISSION/BOARD ACTION(S):
PUBLIC OUTR	EACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click	to	down	heal

Payment #10

	Project Title	:	SE Delawa	re Ave	and SE 54th St Tra	ffic Signa	ıl		
city of	Contractor:		Snyder & Associates Inc						
Ankeny	Address:	2	727 SW Sny		d PO Box 1159 Ank	eny la 50	0023		
beinging it all together	Finance Bud		965.3965.4		Finance Projec				
		ect or Invoice		123.025)#	N/A		
	Original Cor		February				990		
	original our		robradi	0, 202	· vendo	"			
Date of Council Meeting:		1, 2024			PAYMENT RE				
	PAYN	MENT PERIOD:	From:J	anuary	22, 2024 Throug	jh: <u>M</u>	arch 17, 2024		
Contract Summary									
Original Contract Amount:		\$	69,300.00						
Net change by Change Orde	rs:	\$	53,900.00						
Contract Amount to Date: (lin				\$	123,200.00				
Total completed and stored t		\$	85,411.42	•					
Retainage: 0 % of Com Total Earned less Retainage	pleted Work:	<u> </u>			85,411.42				
				-\$ -\$	78,213.71				
Less previous applications for SUBTOTAL	or payment.			Φ	70,213.71	¢	7 407 74		
SOBTOTAL						\$	7,197.71		
OTHER CHARGES (Attach ar	itemized list)					\$	•		
CURRENT PAYMENT DUE						\$.	7,197.71		
			*1						
Balance to finish, including re	etainage:				37,788.58				
Contract Time Remaining (If	applicable)		-	Worki	ng Days				
The undersigned Contractor certifies that									
completed in accordance with the Contra issued and payments received from the					for work for which previous	Certificate(s	s) for Payment were		
Construction Contractor App	roval:								
	Firm Na	me							
Signature						Date			
Engineer / Consultant Appro	val·		s Sr	wder &	Associates Inc				
Engineer 7 Conductant rippro	Eigh Na	me / 6) 0	iyacı a	7,0000000000000000000000000000000000000	,			
	1///	11/15				3/2	0/24		
Signature	11/100	100				Date	701		
City of Ankeny Staff Approva	al:								
٩	estart					_			
Signature	e vaic					3/2 Date	1/24		
org. Maria						2010			
0.1.11.									
Submit to:	Andrew !		Leslie		25.0400				
F-mail: Ihart@	ankenviowa a	OV	Phone:	515-06	35-6400 F	av.			

Previous Anniications for Payment

No. Date Amount 1 February 22, 2023 \$ 6,529.48 2 March 22, 2023 \$ 6,938.80 3 April 18, 2023 \$ 14,524.20 4 May 24, 2023 \$ 22,335.65 5 September 20, 2023 \$ 9,365.96 6 October 25, 2023 \$ 6,292.28 7 November 21, 2023 \$ 3,304.81 8 December 19, 2023 \$ 4,471.78 9 January 24, 2024 \$ 4,450.75 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 30 30 31 34 35 4	Previo	us Applications for Pay	ment	
2 March 22, 2023 \$ 6,938.80 3 April 18, 2023 \$ 14,524.20 4 May 24, 2023 \$ 22,335.65 5 September 20, 2023 \$ 9,365.96 6 October 25, 2023 \$ 6,292.28 7 November 21, 2023 \$ 3,304.81 8 December 19, 2023 \$ 4,471.78 9 January 24, 2024 \$ 4,450.75 10 11 12 13 14 15 16 17 18 19 20 21 21 22 23 24 25 26 27 28 29 30 31 32 33 34 34	No.	Date		Amount
3 April 18, 2023 \$ 14,524.20 4 May 24, 2023 \$ 22,335.65 5 September 20, 2023 \$ 9,365.96 6 October 25, 2023 \$ 6,292.28 7 November 21, 2023 \$ 3,304.81 8 December 19, 2023 \$ 4,471.78 9 January 24, 2024 \$ 4,450.75 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 31 32 33 34	1	February 22, 2023	\$	6,529.48
4 May 24, 2023 \$ 22,335.65 5 September 20, 2023 \$ 9,365.96 6 October 25, 2023 \$ 6,292.28 7 November 21, 2023 \$ 3,304.81 8 December 19, 2023 \$ 4,471.78 9 January 24, 2024 \$ 4,450.75 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 31 32 33 34	2	March 22, 2023	\$	6,938.80
5 September 20, 2023 \$ 9,365.96 6 October 25, 2023 \$ 6,292.28 7 November 21, 2023 \$ 3,304.81 8 December 19, 2023 \$ 4,471.78 9 January 24, 2024 \$ 4,450.75 10 11 12 13 14 15 16 17 18 19 20 21 21 22 23 24 25 26 27 28 29 30 31 32 33 34 4	3	April 18, 2023	\$	14,524.20
6 October 25, 2023 \$ 6,292.28 7 November 21, 2023 \$ 3,304.81 8 December 19, 2023 \$ 4,471.78 9 January 24, 2024 \$ 4,450.75 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 31 32 33 34	4		\$	22,335.65
7 November 21, 2023 \$ 3,304.81 8 December 19, 2023 \$ 4,471.78 9 January 24, 2024 \$ 4,450.75 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 31 32 33 34	5	September 20, 2023	\$	9,365.96
8 December 19, 2023 \$ 4,471.78 9 January 24, 2024 \$ 4,450.75 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34	6		\$	6,292.28
9 January 24, 2024 \$ 4,450.75 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 31 32 33 34	7	November 21, 2023	\$	3,304.81
10	8	December 19, 2023	\$	4,471.78
11	9	January 24, 2024	\$	4,450.75
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Previous Applications for Payment

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PREVIOUS PAY APP TOTAL = \$ 78,213.71

Record of Change Orders

No.	Date		Amount
1	December 4, 2023	\$	53,900.00
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CHANGE ORDER TOTAL = \$ 53,900.00

Working Days Remaining:

Contract Time Remaining
Contract Period: Working Days Construction Start Date: **Substantial Completion** Contract Working Days: Added by Change Order: Total Working Days: 0.0 Working Days Used to Date:

Full Completion

Contract Working Days: Added by Change Order: Total Working Days: 0.0 Working Days Used to Date: Working Days Remaining. 0.0

0.0



March 21, 2024

Ms. Leslie Hart, P.E., PTOE City of Ankeny 1210 NW Prairie Ridge Drive Ankeny, IA 50023

RE:

SE DELAWARE AVENUE AND SE 54TH STREET TRAFFIC SIGNAL PROJECT PROGRESS REPORT NO. 10 S&A PROJECT NO. 123.0251.01

Dear Ms. Hart:

Enclosed is the tenth invoice for the above referenced project, for work performed through March 17, 2024. Services performed since the last progress report included the following:

- Utility relocation coordination with franchise utilities
- Continued working on ROW tasks including title certificate, ROW acquisition, and temporary construction easement.
- Reviewed equipment and material submittals from the contractor
- Prepared for pre-construction meeting, attended pre-construction meeting, and followed up after meeting with minutes and additional information.

We look forward to continuing working for the City and you on this important project. Should you have any questions on this update, please feel free to contact me. We will attend the April 1, 2024, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

Mark A. Land, P.E., CFM

Vice President

MAL/ajh

Enclosure



IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

March 20, 2024

Leslie Hart City of Ankeny 1210 NW Prairie Ridge Dr Ankeny, IA 50023-1751

Invoice No:

123.0251.01 - 10

965.3965,4210 965.4210

Email

Project

123.0251.01

SE Delaware Ave and SE 54h St Traffic Signal Project

Professional Services through March 17, 2024

Rate	Amount		
198.00	297.00		
181.00	181.00		
113.00	56.50		
	534,50		
		534.50	
		3.28	
Phase S	iubtotal	\$537.78	
Task S	iubtotal	0.00	
Rate	Amount		
192.00	96.00		
123.00	1,014.75		
120.00	120.00		
75.00	93.75		
	1,324.50		
		1,324.50	
Task S	iubtotal	\$1,324.50	
		-	
Task S	iubtotal	0.00	
		0.00	
Task S Phase S		0.00 \$1,324.50	
	198.00 181.00 113.00 Phase S Task S Rate 192.00 123.00 120.00 75.00	198.00 297.00 181.00 181.00 113.00 56.50 534.50 Phase Subtotal Task Subtotal Rate Amount 192.00 96.00 123.00 1,014.75 120.00 75.00 93.75	198.00 297.00 181.00 181.00 113.00 56.50 534.50 3.28 Phase Subtotal \$537.78 Task Subtotal 0.00 Rate Amount 192.00 96.00 123.00 1,014.75 120.00 93.75 1,324.50 Task Subtotal \$1,324.50 Task Subtotal \$1,324.50 Task Subtotal 0.00

Construction Services

REMIT TO: SNYDER & ASSOCIATES, INC.

Mailing: PO Box 1159 | Ankeny, IA 50021 Physical: 2727 SW Snyder Blvd. | Ankeny IA 50023 p: 888-964-2020 | f: 515-964-7938 Federal E.I.N. 42-1379015 SNYDER-ASSOCIATES.COM

Project	123.0251.01	Ank-SEDelawareAveSE54thStTra	Invoice	10	
Construction	on Admin/Obs				-,-4
Hourly Serv	rices				
		Hours	Rate	Amount	
Sr. Eng		5.25	210.00	1,102.50	
Engine		17.00	149.00	2,533.00	
Engine		6.00	109.00	654.00	
Technic		2.00	130.00	260.00	
Technic		2.50	120.00	300.00	
	Total Services	32.75		4,849.50	
					4,849.50
Fleet Mileag	e				
					3.93
			Task S	Subtotal	\$4,853.43
Construction	on Staking				
Hourly Serv	ices				
		Hours	Rate	Amount	
•	Manager VII	1.00	182.00	182.00	
Technic		2.50	120.00	300.00	
	Total Services	3.50		482.00	
					482.00
			Task S	Subtotal	\$482.00
Record Dra	wings				
			Task Subtotal		0.00
			Phase Subtotal		\$5,335.43
Billing Limi		Current	Prior	To-Date	
Total Bi	_	7,197.71	78,213.71	85,411.42	
Lim	= =			123,200.00	
Rer	naining			37,788.58	
		A	mount Due this	Involce	\$7,197.71

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Andrew Houchin



ANKENY CITY COUNCIL

City Council Agenda

April 1, 2024 5:30 PM

Mark Holm, Mayor Bobbi Bentz, Mayor Pro tem

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

ORIGINATING DEPARTMENT: COUNCIL GOAL: Parks and Recreation
ACTION REQUESTED:
LEGAL:
SUBJECT:
Consider motion to approve Payment #2 in the amount of \$12,055.60 to Snyder & Associates for engineering services on the Watercrest Park Expansion Project.
EXECUTIVE SUMMARY:
FISCAL IMPACT: No
CITY MANAGER'S RECOMMENDATIONS:
PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):
PUBLIC OUTREACH EFFORTS:
ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click	to	download

Payment #2

	Project Title:	<u> </u>	····			est Park		
elly of ,	Contractor:		Snyder & Associates, Inc					
Ankenv	Address:		2727 SW Snyder Blvd, PO Box 1159 Ar			keny la 5	0023	
Belaging it all layethee	Finance Bud	get Code:	973.2973.4	210	Finan	Finance Project #:		973.4210
	Vendor Proje	ect #:	124.0171.	01	Purcl	nase Order#	:	-
	Original Con	tract Date:	January 16,	2024	Vend	or Account #	# :	990
Date of Council Meeting:	April 1, 2	024	Payment App	licatio	n #:	2		
	Payment	Period:	From: Febru	uary 19	9, 2024	Throug	h: <u>N</u>	larch 17, 2024
Contract Summary:			,					
Original Contract Amount:		\$	59,500.00					
Net Change by Change Orde	ers:	\$	~	•	•			
Contract Amount to Date: (lin			-	\$		59,500.00		
Total Completed and Stored	to Date:	\$	20,441.55					
·	pleted Work:	\$	-	-				
Total Earned Less Retainage	-			. \$		20,441.55		
Less Previous Applications f				\$		8,385.95		
SUBTOTAL:						*	\$	12,055.60
								,
OTHER CHARGES:							\$ -	-
CURRENT PAYMENT DUE:	:				-		\$	12,055.60
Balance to Finish, Including	Retainage:	.'		\$		39,058.45		
Contract Time Remaining:				Worl	king Da	ys		
The undersigned Contractor certifies the completed in accordance with the Contrissued and payments received from the Construction Contractor App	act Documents, that a Owner, and that curre	all the amounts he ant payment sho	ave been paid by the					
Signature	•						Date	
Engineer / Consultant Appro	ovai:	ine LA	Do	yaer 8	ASSOC	ates, Inc	< /s	150
Signature	-///	agen	nu.				Date	1/27
City of Ankeny Staff Approve	al:							/
The second							3/	/ 125/24
Signature							1)8(B /	
Submit to:			Nick Le	enox				
E-mail:	nlenox@ar	kenyiowa.g	<u>ov</u>		Р	hone Numbe	r:	515/963-3576

Previous Applications for Payment:

No.	Date	Amount
1	February 21, 2024	\$ 8,385.95
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Previous Ap	plications for	Payment:
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PREVIOUS PAY APPS TOTAL =	8,385.95

Record of Change Orders:

No.	Date	Amount
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CHANGE ORDER TOTAL = \$

Contract Time Remaining: Contract Period: Working Days Construction Start Date;

Substantial Completion:

Contract Working Days: Added by Change Order: Total Working Days: 0.0 Working Days Used to Date: Working Days Remaining: 0,0

Full Completion:

Contract Working Days: Added by Change Order: Total Working Days: 0.0 Working Days Used to Date: Working Days Remaining: 0.0



IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

March 21, 2024

Nick Lenox City of Ankeny 1210 NW Prairie Ridge Dr Ankeny, IA 50023-1751

Invoice No:

124.0171.01 - 2

Finance Budget code 973.2973.4210

Finance Budget code 973.4210

Vendor 990

Email

Project

124.0171.01

Watercrest Park

Professional Services through March 17, 2024

Basic Services	·			
Hourly Services	·			
	Hours	Rate	Amount	
Landscape Architect VI	7.25	178.00	1,290.50	
Engineer III	1.50	141.00	211.50	•
Landscape Architect II	67.25	128.00	8,608.00	
Land Surveyor II	1.00	128.00	128.00	
Engineer I	10.50	115,00	1,207.50	
Technician VII	3.00	124.00	372.00	
Technician II	3.00	75.00	225.00	•
Total Services	93.50		12,042.50	
			·	12,042.50
Float Milagra				٠.
Fleet Mlleage				13.10
Billing Limits	Current	Prior	To-Date	
Total Billings	12,055.60	8,385.95	20,441.55	
Limit			47,500.00	
Remaining			27,058.45	•
		Phase \$	Subtotal	\$12,055.60
Construction Services				
Billing Limits	Current	Prior	To-Date	
Total Billings	0.00	0.00	0.00	
Limit			12,000.00	
Remaining			12,000.00	
		Phase S	Subtotal	0.00

Amount Due this Invoice

\$12,055.60

REMIT TO: SNYDER & ASSOCIATES, INC.

Mailing: PO Box 1159 | Ankeny, IA 50021

Physical: 2727 SW Snyder Blvd. | Ankeny IA 50023

p: 888-964-2020 | f: 515-964-7938 Federal E.I.N. 42-1379015

SNYDER-ASSOCIATES.COM

Project 124.0171.01 Ankeny-WatercrestPark Invoice 2

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Clay Schneckloth

REMIT TO: SNYDER & ASSOCIATES, INC.

Mailing: PO Box 1159 | Ankeny, IA 50021 Physical: 2727 SW Snyder Bivd. | Ankeny IA 50023



ANKENY CITY COUNCIL

City Council Agenda

April 1, 2024 5:30 PM

Mark Holm, Mayor Bobbi Bentz, Mayor Pro tem

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

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Municipal Utilities	Upgrade Essential Infrastructure
ACTION REQUESTED:	
Motion	
LEGAL:	
No Review Required	
SUE	BJECT:
Consider motion to approve Payment #35 in the amount on the Ankeny ASR project.	ount of \$1,686.00 to Strand, for engineering services
EXECUTIV	E SUMMARY:
FISCAL I	MPACT: No
CITY MANAGER'S I	RECOMMENDATIONS:
PREVIOUS COUNCIL/COM	MISSION/BOARD ACTION(S):
PUBLIC OUTR	EACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

<u>Payment #35</u>

	Project Title:	(<u> </u>		An	keny ASR			
dty of	Contractor:	ntractor: Strand Associates, Inc						
Ankeny	Address: 414 South 17th St, Ste				Ste 107, Ames,	107, Ames, IA 50010		
beinging it all together	Finance Bud	get Code:	632.3632.4	210	Finance Projec	ct #	632.4	210
	Vendor Proje	ect or Invoice	#:	0208236	P	0#		
	Original Con	tract Date:	February	15, 2021	Vendo	or#	113	77
Date of Council Meeting:	April	1, 2024			PAYMENT RE	OUES	ST #	3425
bate of obtainin meeting.		IENT PERIOD	- · From· F	ebruary 1			February:	29. 2024
	17411	ILITT LINED		obracij i	, 2021	··· —		
Contract Summary							¥	
Original Contract Amount:		\$	349,900.00					
Net change by Change Orde	rs.	\$	471,800.00	-				
Contract Amount to Date: (line			,	\$	821,700.00			
Contract / Infoant to Dator (IIII)	0,				,			
Total completed and stored to	o date:	\$	814,344.94					
· 1	pleted Work:	\$	-	•				
Total Earned less Retainage				\$	814,344.94			
Less previous applications fo				\$	812,658.94	•		
SUBTOTAL						\$		1,686.00
OTHER CHARGES (Attach an	itemized list)					\$		-
CURRENT PAYMENT DUE						\$		1,686.00
Balance to finish, including re	etainage:			\$	7,355.06			
						Īš		
Contract Time Remaining (If	applicable)		-	Working	Days			
The undersigned Contractor certifies that in accordance with the Contract Documer								
payments received from the Owner, and t	hat current payment s	shown herein is now	due.					
Construction Contractor App								
	Firm Nar	ne						
Signature					×	Date		
Engineer / Consultant Appro	val·			Strand Ass	ociates, Inc	5410		
Engineer 7 Consultant Appro	Firm Nar	ne		Arana 7 100	bolatos, mo			
	Steve	n.J. Troyer, P.	E.			ĺ	March 18,	2024
Signature						Date		
City of Ankeny Staff Approva	n/:							
VI QUADA Plan	0					2	18-2	4
Signature	ill.					Date		/
25								
Out will be		D 01	de Dina -t-	6 M				
Submit to:	D!!		k, Director of				(E1E) 01	22 2525
E-mail: dclark@	<u>)ankenyiowa.g</u>	OV	Phone:	515-963-	3029 F	-ах:	(515) 96	3-3030

Date Printed: 3/18/2024

Previous Applications for Payment

Previous Applications for Payment				
No.	Date	Amount		
1	3/30/21	\$ 12,000.00		
2	5/30/20	\$ 39,140.00		
3	6/30/21	\$ 14,380.00		
4	7/31/21	\$ 29,721.05		
5	8/30/21	\$ 47,830.00		
6	9/30/21	\$ 28,000.00		
7	10/30/21	\$ 45,745.90		
8	11/30/21	\$ 90,901.20		
9	12/31/21	\$ 52,850.19		
10	1/31/22	\$ 20,190.20		
11	2/28/22	\$ 27,490.50		
12	3/31/22	\$ 25,838.20		
13	4/30/22	\$ 18,385.15		
14	5/30/22	\$ 38,250.50		
15	6/30/22	\$ 41,877.85		
16	7/31/22	\$ 35,640.96		
17	8/31/22	\$ 37,939.97		
18	9/30/22	\$ 34,660.59		
19	10/31/22	\$ 26,208.18		
20	11/30/22	\$ 14,947.87		
21	12/31/22	\$ 19,540.34		
22	01/31/23	\$ 25,763.36		
23	02/28/23	\$ 23,303.05		
24	03/31/23	\$ 19,437.33		
25	04/30/23	\$ 8,492.15		
26	05/31/23	\$ 13,381.15		
27	06/30/23	\$ 7,324.25		
28	07/31/23	\$ 2,898.00		
29	08/31/23	\$ 1,485.00		
30	09/30/23	\$ 2,574.00		
31	10/30/23	\$ 2,766.00		
32	11/30/23	\$ 1,441.00		
33	12/31/23	\$ 1,089.00		
34	01/31/24	\$ 1,166.00		
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Previous Applications	for	Payment
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	ious Applications for P	
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Record of Change Orders

Date

Amount

No.

TOTAL	\$	_
Please update Paym	ent Applicati	on Sheet
Contract Time Remain	nina	

Contract Time Remaining	
Contract Period:	Working Days
Original Contract Date:	
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	
Time Used to Date:	
Contract Time Remaining:	-

TOTAL \$ 812,658.94



Strand Associates, Inc. 414 South 17th Street, Suite 107 Ames, IA 50010-8106 (515) 233-0000

Invoice

Don Clark Director of Municipal Utilities City of Ankeny 220 West 1st Street Ankeny, IA 50023 March 12, 2024

Project No:

7020.001

Invoice No:

0208236

Professional Services: February 1, 2024 through February 29, 2024

Project

7020.001

Ankeny ASR - Final Design

Fee

Total Fee

172,600.00

Percent Complete

100.00 Total Earned

172,600.00

Previous Fee Billing Current Fee Billing 172,600.00 0.00

Total Fee

0.00

Total this Project

0.00

Project

7020.002

Ankeny ASR - IDNR Permit Fees

Total this Project

0.00

Project

7020.003

Ankeny ASR - Bidding

Fee

Total Fee

31,000.00

Percent Complete

100.00 Total Earned

31,000.00

Previous Fee Billing Current Fee Billing 31,000.00

Total Fee

0.00

Total this Project

0.00

Project

7020.004

Ankeny ASR - Construction Administration; Demolition

Total this Project

0.00

Project	7020.001	Ankeny ASR - Final Design	Invoice	0208236
Project	7020.005	Ankeny ASR - RPR Demolition		
			Total this Project	0.00
– – – – Project	7020.006	Ankeny ASR - Geotechnical Repo	 rt	
			Total this Project	0.00
 _ Project	7020.007	Ankeny ASR - Testing Services; V	——————————————————————————————————————	
			Total this Project	0.00
 Project	7020.008	Ankeny ASR - Construction Admir		
-ee				
Total Fe	98	277,500.00		
Percent Complete		97.4054 Total Earned Previous Fee Billing	270,300.00 270,000.00	
		Current Fee Billing	300.00	
		Total Fee		300.00
			Total this Project	\$300.00
– – – – Project	7020.009	Ankeny ASR - Bidding Documents		
			Total this Project	0.00
 Project	7020,010	Construction Resident Project Rep	presentative	
	Total Labor			1,386.00
			Total this Project	\$1,386.00
Drojost	7020 044	Construction Station Condess		
Project	7020.011	Construction Staking Services		

Project	7020.001	Ankeny ASR - Final Design	Invoice	0208236
Project	7020.012	Construction Field and Laboratory Testing Se	rvices	na gundag gunday ganaday gabanag gy
		Total this F	Project	0.00
		Total this I	nvoice	\$1,686,00



March 7, 2024

Mr. Don Clark, P.E., Municipal Utilities Director City of Ankeny 220 West 1st Street Ankeny, IA 50023

Re:

ASR Well #1 Replacement (Well No. 7/ASR No. 3) Project

Status Report and Monthly Invoice (enclosed)

PN 7020.001

City of Ankeny, Iowa

Dear Mr. Clark:

This billing is for professional engineering services for the February 2024 billing period. Time was spent this period on construction administration correspondence with the Contractor (WRH, Inc.) and reviewing submittals.

Please call 515-233-0000 if you have any questions or concerns.

Sincerely,

STRAND ASSOCIATES, INC.®

Steve J. Troyer, P.E.

Steven I hopen

Enclosure



ANKENY CITY COUNCIL

City Council Agenda

April 1, 2024 5:30 PM

Mark Holm, Mayor Bobbi Bentz, Mayor Pro tem

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

ORIGINATING DEPARTMENT:	COUNCIL GOAL:					
Municipal Utilities	Upgrade Essential Infrastructure					
ACTION REQUESTED:						
Motion						
LEGAL:						
No Review Required						
SI	UBJECT:					
**	Consider motion to approve Payment #11 in the amount of \$4,617.00 to Strand, for engineering services on the NE 36th Street & NE 38th Street Water Main Loop project.					
EXECUTI	IVE SUMMARY:					
FISCAI	L IMPACT: No					
CITY MANAGER'S	S RECOMMENDATIONS:					
PREVIOUS COUNCIL/CO	MMISSION/BOARD ACTION(S):					
PUBLIC OUT	TREACH EFFORTS:					

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download

Payment #11

	Project Title:	N	E 36th Str	eet & NE	38th Street Wate	r Ma	in Loop	
city of	Contractor:			Strand	Associates, Inc			
Ankeny	Address:		414 Sout	th 17th St,	Ste 107, Ames,	IA 50	010	
beinging it all together	Finance Bud	lget Code: 6	18.3618.4	210	Finance Projec	:t#	618.	.4210
	Vendor Proje	ect or Invoice #:		7020.013	3 P (o # ¯		
	Original Con	tract Date:	March 2	20, 2023	Vendo	r#_	11	377
Date of Council Meeting:		1, 2024	r		PAYMENT RE			11
	PAYIV	IENT PERIOD: 1	-rom:	ebruary 1	, 2024 Throu	gn: -	February	y 29, 2024
Contract Summary								
Original Contract Amount:		\$ 20	4,000.00					
Net change by Change Orde	rs:	\$	_	•				
Contract Amount to Date: (lin				\$	204,000.00			
				,		9		
Total completed and stored t			1,736.00	-				
	pleted Work:		-	- ,,,,,,				
Total Earned less Retainage				\$	201,736.00			
Less previous applications for	or payment:			\$	197,119.00	2		
SUBTOTAL						\$		4,617.00
OTHER CHARGES (Attach an	itemized list)					\$		-
CURRENT PAYMENT DUE						\$		4,617.00
Balance to finish, including re	etainage:			\$	2,264.00			
Contract Time Remaining (If	applicable)	1	-	Working	Days		a.	
The undersigned Contractor certifies that	to the best of the Cor	ntractor's knowledge, info	rmation and be	elief the work o	covered by this Application	on for F	Payment has b	een completed
in accordance with the Contract Documer payments received from the Owner, and t	nts, that all the amoun	ts have been paid by the						
Construction Contractor App		monn norom to non duc.						
Construction Contractor App	Firm Nan	ne						
Signature			_			Date		
Engineer / Consultant Appro	Val: Firm Nan	ne	S	trand Ass	ociates, Inc			
	Mítol	nell Holtz, P.E.					March 18	3, 2024
Signature					•	Date		
City of Ankeny Staff Approva	ıl:							
A MARIAN PO	2.0					-	3-18-	74
Signature	<i>f</i>					Date	3 18	-1
Submit to:		Don Clark, I	Director of	Municipa	I I Ifilitios			
	gankenyiowa.g		hone:	515-963-		ax:	(515) 0	63-3535
_ man.	garinoriyiowa.g	<u></u>		370-300-	1	un	(010) 3	00-0000

Date Printed: 3/18/2024

No.	Date	Amount			
1	May 11, 2023	\$	12,436.75		
2	June 12, 2023	\$	15,355.75		
3	July 13, 2023	\$	12,363.50		
4	August 10, 2023	\$	43,410.00		
5	September 13, 2023	\$	27,331.25		
6	October 11, 2023	\$	36,237.50		
7	November 13, 2023	\$	17,500.00		
8	December 13, 2023	\$	22,750.00		
9	January 11, 2024	\$	3,500.00		
10	February 12, 2024	\$	6,234.25		
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	TOTAL	\$ -
	act Time Remaining	
	act Period:	Working Days
	al Contract Date:	
	al Contract Time:	
	d by Change Order:	<u> </u>
	act Time to Date:	**
	Used to Date:	
Contra	act Time Remaining:	-

Record of Change Orders

TOTAL \$ 197,119.00



Strand Associates, Inc. 414 South 17th Street, Suite 107 Ames, IA 50010-8106 (515) 233-0000

Invoice

Don Clark Director of Municipal Utilities City of Ankeny 1210 NW Prairie Ridge Drive Ankeny, IA 50023 March 12, 2024

Project No:

7020.013

Invoice No:

0208237

Professional Services: February 1, 2024 through February 29, 2024

Project

7020.013

NE 36th Street and NE 38th Street Water Main Loop - Design & Bidding

Fee

Total Fee

175,000.00

Percent Complete

99.00 Total Earned

173,250.00

Previous Fee Billing

171,500.00

Current Fee Billing

1,750.00

Total Fee

1,750.00

Total this Project

\$1,750.00

Project

7020.014

Easement Acquisition & Geotechnical Engineering Subcontracting Services

Total Labor

2,867.00

Total this Project

\$2,867.00

Total this Invoice

\$4,617.00



STATUS REPORT

DATE:

March 7, 2024

TO:

Don Clark

Municipal Utilities

1210 NW Prairie Ridge Drive

Ankeny, IA 50023

RE:

NE 36th Street and NE 38th Street Water Main Loop

Status Report and Monthly Invoice (enclosed)

PN 7020.013

In the month of February, Strand Associates provided Engineering Services and correspondence for the NE 36th Street and NE 38th Street Water Main Loop as follows:

Design & Bidding - Strand updated drawing sheets.

<u>Easement Acquisition & Geotechnical Engineering Subcontracting Services</u> - Strand updated easement documents per Staff.

If you have any questions or concerns, please call 515-233-0000.

Mitch Holtz, P.E



ANKENY CITY COUNCIL

City Council Agenda

April 1, 2024 5:30 PM

Mark Holm, Mayor Bobbi Bentz, Mayor Pro tem

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

ORIGINATING DEPARTMENT: COUNCIL GOAL: Finance
ACTION REQUESTED: Motion
LEGAL:
SUBJECT: Consider motion to approve the April 1, 2024 Accounts Payable.
EXECUTIVE SUMMARY:
FISCAL IMPACT: No
CITY MANAGER'S RECOMMENDATIONS:
PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):
PUBLIC OUTREACH EFFORTS:
ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to do	wnload
□ AP Re	<u>cap</u>
□ AP Ch	eck Report

CITY OF ANKENY ACCOUNTS PAYABLE RECAP APRIL 1, 2024

Fund	7		PAYMENTS
100	General Fund	\$	607,782.69
220	Fire Gift Fund		-
233	Hotel Motel Tax Fund		-
240	Parks Improvements		1,816.78
250	Police Gift Fund		(63.17)
260	Road Use Tax Fund		108,210.91
270	Seizure Fund		-
280	Tax Increment Financing Fund		-
284	Economic Development Fund		-
290	Police/Fire Pension Fund		-
300	Debt Service Fund		-
430	Library Foundation Fund		3,718.08
440	Park Dedication Trust Fund		-
445	Sports Complex Foundation Fund		-
446	Ankeny Garden Club		-
448	Miracle Park Fund		-
449	Dog Park Trust Fund		-
484	Civic Trust Fund		-
491	Ankeny Foundation Fund		-
500	Solid Waste Fund		-
510	Water Fund		93,434.55
520	Water Improvement Fund		-
530	Water Sinking Fund		-
550	Sewer Fund		571,181.76
560	Sewer Improvement Fund		-
570	Sewer Sinking Fund		-
580	Stormwater Fund		8,746.31
590	Golf Course Fund		37,804.62
600-699	Enterprise Project Funds		129,749.68
710	Revolving Fund		28,197.39
720	Risk Management Fund		25,754.45
730	Health Insurance Fund		278.48
770	Sustainability Revolving Loan		-
780	Economic Development Revolving		· -
790	Equipment Reserve Fund		-
800-880,890	The state of the s		-
900	BAN/Bond Activity Fund		-
882-998	Capital Projects Funds	-	353,828.36
	Sub Total	\$	1,970,440.89
	Payroll Totals		2,108,097.13
	Service Transfers/ACH Drafts		(203,231.55)
	Agenda Payments Approved Separately	·	(452,667.84)
	Grand Total	\$	3,422,638.63

Honorable Mayor & City Council:

It is my recommendation that the City Council approve payment of the bills listed from funds as shown.

City Manager

Date

3/28/2024 10:37 AM A/P HISTORY CHECK REPORT PAGE: 1

VENDOR SET: 01 City of Ankeny
BANK: * ALL BANKS

DATE RANGE: 3/21/2024 THRU 4/03/2024

			CHECK	INVOICE		CHECK	CHECK	CHECK
VENDOR I.D.	NAME	STATUS	DATE	AMOUNT	DISCOUNT	NO	STATUS	AMOUNT

012030	MK DRAIN & SEWER LLC

M-CHECK	MK DRAIN & SEWER LLC	UNPOST	V	3/22/2024	008949	1,000.00CR

* T O T A L S	* * NO		INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0		0.00	0.00	0.00
HAND CHECKS:	0		0.00	0.00	0.00
DRAFTS:	0		0.00	0.00	0.00
EFT:	0		0.00	0.00	0.00
NON CHECKS:	0		0.00	0.00	0.00
VOID CHECKS:	1	VOID DEBITS	0.00		

VOID CREDITS 1,000.00CR 1,000.00CR 0.00

TOTAL ERRORS: 0

			NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET	: 01 BANK:	TOTALS:	1	1,000.00CR	0.00	0.00
BANK:	TOTALS:		1	1,000.00CR	0.00	0.00

A/P HISTORY CHECK REPORT PAGE: 2

VENDOR SET: 01 City of Ankeny

BANK: APFNB FIRST NATIONAL BANK AMES

VENDOR	I.D.	NAME	STATUS	CHECK	INVOICE AMOUNT	CH	ECK NO	CHECK	CHECK AMOUNT
001844		A TECH INC-TCI							
	I-616605	4/1/24-6/30/24 MONITORING	E		3,330.00 VENDOR TOTALS ***	00 1 CH	8981 ECKS		3,330.00
002226		A-TEC RECYCLING INC							
	I-851	PRINTS -OCM	E	4/03/2024	140.00 VENDOR TOTALS ***	00 1 CH	8986 ECKS		140.00
004997		ABSOLUTE CONCRETE CONSTRUCTION							
	I-8641	WATER MAIN REPAIR	R	4/01/2024	5,984.97	24	7008		5,984.97
004997		ABSOLUTE CONCRETE CONSTRUCTION							
	I-8643	WATER MAIN REPAIR	R	4/01/2024	7,750.00	24	7009		7,750.00
				***	VENDOR TOTALS ***	2 CH	ECKS		13,734.97
000003		ACCO UNLIMITED CORP							
	I-0240604-IN	PRAC PUMP	R	4/01/2024	15,385.40	24	7010		
	I-0240901-IN	POOL REAGENTS - AC	R	4/01/2024	30.55	24	7010		
	I-0240911-IN	POOL SUPPLIES-AC	R	4/01/2024	1,083.10	24	7010		
	I-0240912-IN	LADDER TREADS - AC	R	4/01/2024	799.20	24	7010		
	I-0240938-IN	TILE - POOL	R	4/01/2024	13.75	24	7010	1	17,312.00
				***	VENDOR TOTALS ***	1 CH	ECKS		17,312.00
000164		G & S HARDWARE INC							
	I-209815/2	LOCKER/NUTS/BOLTS - PD	R	4/01/2024	20.35	24	7011		20.35
				***	VENDOR TOTALS ***	1 CH	ECKS		20.35
005541		ACUSHNET COMPANY							
	I-917417186	STOCK MERCH FOR RESALE-OC	R	4/01/2024	408.66	24	7012		
	I-917417187	STOCK MERCH FOR RESALE-OC	R	4/01/2024	280.77	24	7012		
	I-917433759	STOCK MERCH FOR RESALE-OC	R	4/01/2024	2,452.78	24	7012		
	I-917433948	STOCK MERCH FOR RESALE-OC	R	4/01/2024	289.27	24	7012		
	I-917446195	STOCK MERCH FOR RESALE-OC	R	4/01/2024	161.21	24	7012		
	I-917462151	STOCK MERCH FOR RESALE-OC	R	4/01/2024	482.16	24	7012		
	I-917462287	STOCK MERCH FOR RESALE-OC	R	4/01/2024	996.21	24	7012		
	I-917474182	STOCK MERCH FOR RESALE-OC	R	4/01/2024	330.17	24	7012		
	I-917474189	STOCK MERCH FOR RESALE-OC	R	4/01/2024	655.68	24	7012		
	I-917503350	STOCK MERCH FOR RESALE-OC	R	4/01/2024	1,043.70	24	7012		
	I-917504489	STOCK MERCH FOR RESALE-OC	R	4/01/2024	130.01	24	7012		
	I-917523194	STOCK MERCH FOR RESALE-OC	R	4/01/2024	119.58	24	7012		
	I-917524199	STOCK MERCH FOR RESALE-OC	R	4/01/2024	130.01	24	7012		7,480.21
				***	VENDOR TOTALS ***	1 CH	ECKS		7,480.21

BANK: APFNB FIRST NATIONAL BANK AMES

				CHECK	INVOICE		CHECK	CHECK	CHECK
VENDOR	I.D.	NAME	STATUS	DATE	AMOUNT	DISCOUNT	NO	STATUS	AMOUNT
000226		AIRGAS NORTH CENTRAL INC							
	I-5505843245	CYLINDER RENTALS - CG	R	4/01/2024	52.78		247013		
	I-5505843246	CYLINDER RENTALS - FD	R	4/01/2024	84.83		247013		
	I-5505843247	CYLINDER RENTALS - MU	R	4/01/2024	3.77		247013		
	I-9147381167	OXYGEN - FD	R	4/01/2024	66.50		247013		
	I-9147721275	OXYGEN - FD	R	4/01/2024	9.57		247013		217.45
				***	VENDOR TOTALS ***		1 CHECKS		217.45
009981		ALL CITY MANAGEMENT SERVICES,							
	I-92005	2/25-3/09/24 CROSSING GUARDS	E	4/03/2024	5,110.43		009019		5,110.43
					VENDOR TOTALS ***		1 CHECKS		5,110.43
000875		ALL STAR PRO GOLF INC							
	I-S0034159	STOCK MERCH FOR RESALE-OC	R	4/01/2024	465.78		247014		
	I-S034164	STOCK MERCH FOR RESALE-OC	R	4/01/2024			247014		1,468.60
			••		VENDOR TOTALS ***		1 CHECKS		1,468.60
									_,
009262		AMAZON CAPITAL SERVICES INC							
	C-14MP-H1RD-1WRY	CR: MULTIMEDIA KL	E	4/03/2024	1.02CR		009015		
	C-1C46-LW4N-YXW1	CR: FRIDGE SHELF - FD	E	4/03/2024	99.00CR		009015		
	C-1JLQ-YG3V-LMCC	CR: MULTIMEDIA KL	E	4/03/2024	15.06CR		009015		
	C-1R3C-GY17-6G91	CR: CHARGING STATION - PD	E	4/03/2024	35.99CR		009015		
	C-1THR-6W4P-DKJP	CR: MULTIMEDIA KL	E	4/03/2024	3.00CR		009015		
	I-11K9-PJLR-MJYH	ADDRESS LABELS-KL	E	4/03/2024	131.95		009015		
	I-11TJ-MYYV-4TVD	CRAFT MATS - KL	E	4/03/2024	15.49		009015		
	I-11XV-KY9K-PVXD	SD CARD - P&R	E	4/03/2024	30.58		009015		
	I-131G-3KNM-MV14	MISC BOOKS -KL	E	4/03/2024	569.90		009015		
	I-13N1-PFT9-3NM9	WASTE BAGS/BBRIM AC	E	4/03/2024	275.49		009015		
	I-14LX-YVT4-CTFH	WASHABLE MARKERS-KL	E	4/03/2024	17.97		009015		
	I-1691-TFQP-P4YY	MARKER PENS - KL	E	4/03/2024	19.97		009015		
	I-177F-9NCX-DVQV	MULTIMEDIA-KL	E	4/03/2024	81.66		009015		
	I-17LC-XXLL-1QN1	COLOR CODING DOTS-KL	E	4/03/2024	15.98		009015		
	I-19XL-R7JT-LXQJ	WALL SIGNS - P&R	E	4/03/2024	55.40		009015		
	I-1CNN-VDHQ-CQ31	TAIL LIGHT ASSEMBLY - MU	E	4/03/2024	139.08		009015		
	I-1CWL-KC46-D3FL	REPLACEMENT LIGHT-PKS	E	4/03/2024	37.75		009015		
	I-1DQ9-KK3L-7YGV	CHEM STICKS - PD	E	4/03/2024	84.02		009015		
	I-1FMF-X3DM-CMY1	TENNIS COURT SUPPLIES-PKS	E	4/03/2024	117.12		009015		
	I-1H4G-WT9V-9TVD	MULTIMEDIA-KL	E	4/03/2024	192.64		009015		
	I-1J1T-QT44-KMLK	MULTIMEDIA-KL	E	4/03/2024	247.64		009015		
	I-1J3K-KN1L-MDCR	HARD DRIVES - PD	E	4/03/2024	128.40		009015		
	I-1JG4-MLTV-PGJV	MULTIMEDIA -KL	E	4/03/2024	186.25		009015		
	I-1JLV-16FJ-JGPG	ROUND DOT STICKERS - KL	E	4/03/2024	7.99		009015		
	I-1L99-JL77-M1HV	TAPE - PD	E	4/03/2024	24.99		009015		
	I-1LYD-DYJR-71MJ	MISC BOOKS -KL	E	4/03/2024	121.08		009015		
	I-1NRD-KFGN-VDRC	MULTIMEDIA -KL	E	4/03/2024	24.96		009015		
	I-1P7C-3VJK-WWG1	MULTIMEDIA-KL	E	4/03/2024	130.21		009015		
	I-1Q49-W4L1-1NXH	MISC BOOKS -KL	E	4/03/2024	17.99		009015		
	I-1Q49-W4L1-QVLK	LABELS - IT	E	4/03/2024	44.86		009015		

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VENDOR SET: 01 City of Ankeny BANK: APFNB FIRST NATIONAL BANK AMES

				CHECK	INVOICE		CHECK	CHECK	CHECK
VENDOR	I.D.	NAME	STATUS	DATE	AMOUNT	DISCOUNT	NO	STATUS	AMOUNT
	I-1Q9V-X1VY-CQRR	POSTER STAND HOLDER - KL	E	4/03/2024	95.04		009015		
	I-1QJ4-JMX9-6944	SOCKETS - MU	E	4/03/2024	85.92		009015		
	I-1QLV-WYFH-7WVM	MARKERS/CLOROX/MISC - KL	E	4/03/2024	116.93		009015		
	I-1QLV-WYFH-MKG3	CHARGING DOCK - PD	E	4/03/2024	35.99		009015		
	I-1QQP-DTCM-KMX9	STAND DESK CONVERTER - CD	E	4/03/2024	279.98		009015		
	I-1RFN-4VKQ-1X9W	MISC BOOKS -KL	E	4/03/2024	34.18		009015		
	I-1RFN-4VKQ-W1WN	MISC BOOKS - KL	E	4/03/2024	152.11		009015		
	I-1RPV-D7CY-3XPJ	MISC BOOKS - KL	E	4/03/2024	30.91		009015		
	I-1RPV-D7CY-R1N1	WINDOW CLINGS - KL	E	4/03/2024	25.78		009015		
	I-1RTQ-PCVY-3HXC	EXTERNAL HARD DRIVES - PD	E	4/03/2024	112.01		009015		
	I-1TPH-7X4T-4CT7	TAPE - FD	E	4/03/2024	59.95		009015		
	I-1VNF-7MYX-WX3Y	ART STYLUS STICK -KL	E	4/03/2024	8.59		009015		
	I-1WCT-KP7G-4137	COLORED PAPER - KL	E	4/03/2024	46.41		009015		
	I-1Y9T-6JKV-3QVR	URINAL SCREENS-PRSC	E	4/03/2024	20.03		009015		3,669.13
				***	VENDOR TOTALS ***	1	CHECKS		3,669.13
002676		ANIMAL RESCUE LEAGUE							
	I-INV0142	FEBRUARY 2024 SERVICES	E	4/03/2024	1,625.00		008990		1,625.00
				***	VENDOR TOTALS ***	1	CHECKS		1,625.00
008727		ANKENY ART CENTER							
	I-03/11/24 BIRDS	SPRINGTIME BIRDS -P&R	R	4/01/2024	254.40		247015		254.40
					VENDOR TOTALS ***	1	CHECKS		254.40
011996		ANKENY HARDWARE STORE LLC							
	I-1114826	LFT HND BT-PRSC	E	4/03/2024	7.99		009025		
	I-1114903	LED - OCM	E	4/03/2024	8.99		009025		
	I-1115036	TFE PASTE - AC	E	4/03/2024	9.99		009025		
	I-1115270	SHOP SUPPLIES -PKS	E	4/03/2024	3.80		009025		
	I-1115312	SOCCER CONCESSIONS-PKS	E	4/03/2024	9.78		009025		
	I-1115404	SOCCER CONCESSIONS PARTS	E	4/03/2024	1.30		009025		41.85
				***	VENDOR TOTALS ***	1	CHECKS		41.85
009326		RYAN ARENDSE							
	I-03/11/24-03/13/24	03/11/24-03/13/24 MEALS	E	4/03/2024	38.18		009037		38.18
				***	VENDOR TOTALS ***	1	CHECKS		38.18
000057		ARNOLD MOTOR SUPPLY							
	I-15NV173223	SHOP SUPPLIES - CG	R	4/01/2024	31.50		247016		
	I-15NV174365	OIL FILTER - CG	R	4/01/2024	20.62		247016		
	I-15NV174431	HOSE - CG	R	4/01/2024	445.50		247016		
ĺ	I-15NV174432	SHOP SUPPLIES - CG	R	4/01/2024	255.87		247016		
ĺ	I-15NV174679	SHOP SUPPLIES - CG	R	4/01/2024	14.50		247016		
ĺ	I-15NV174680	SHOP SUPPLIES - CG	R	4/01/2024	127.92		247016		
	T 15NU/174010	SHOP SUPPLIES - CG	R	4/01/2024	331.00		247016		
	I-15NV174812								
	I-15NV174812	UNIT #621 PARTS	R	4/01/2024	35.04		247016		
		UNIT #621 PARTS SHOP SUPPLIES - CG	R R	4/01/2024 4/01/2024	35.04 17.99		247016 247016		

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VENDOR SET: 01 City of Ankeny

BANK: APFNB FIRST NATIONAL BANK AMES

DATE RANGE: 3/21/2024 THRU 4/03/2024

CHECK INVOICE CHECK CHECK CHECK AMOUNT DISCOUNT NO STATUS AMOUNT STATUS DATE VENDOR I.D. NAME I-15NV175309 SHOP SUPPLIES - CG R 4/01/2024 655.01 247016 I-15NV175310 SHOP SUPPLIES - CG R 4/01/2024 854.55 247016 I-15NV175311 SHOP SUPPLIES - CG R 4/01/2024 801.81 247016 I-15NV175432 PIN PUNCH SET/TAPE- OCM 30.96 247016 R 4/01/2024 I-15NV175567 UNIT #653 PARTS R 4/01/2024 26.33 247016 3,798.98 *** VENDOR TOTALS *** 1 CHECKS 3,798.98 002625 PHILIP L ASCHEMAN PHD I-ANK2024 (1) ANNUAL PD EVALS R 4/01/2024 2,320.00 247017 I-ANK2024 (2) ANNUAL PD EVALS 4/01/2024 435.00 247017 2,755.00 *** VENDOR TOTALS *** 1 CHECKS 2,755.00 002549 ATLANTIC BOTTLING COMPANY I-4443450 BEVERAGES FOR RESALE - OC 4/01/2024 487.50 247018 487.50 *** VENDOR TOTALS *** 1 CHECKS 487.50 BACKFLOW SOLUTIONS INC 008057 IRRIGATION MAIL INSERT - MU R 4/01/2024 I-9018 675.00 247019 675.00 *** VENDOR TOTALS *** 1 CHECKS 675.00 000067 BAKER & TAYLOR INC E 4/03/2024 1,082.64 I-2038153839 MISC BOOKS - KL 008961 MISC BOOKS -KL E 4/03/2024 567.10 008961 I-2038161230 E 4/03/2024 I-2038168531 MISC BOOKS - KL 008961 2,335.13 E 4/03/2024 I-2038176828 MISC BOOKS -KL 505.15 008961 4,490.02 *** VENDOR TOTALS *** 1 CHECKS 4,490.02 012050 DAWN BARR R 4/01/2024 I-3/18/24 MAILBOX REPLACEMENT 150.00 247020 150.00 *** VENDOR TOTALS *** 1 CHECKS 150.00 005864 JACOB BEACH I-03/22/24EMSRNWL 3/22/24 EMS RENEWAL E 4/03/2024 25.00 009029 25.00 *** VENDOR TOTALS *** 25.00 1 CHECKS 010118 BEACON ATHLETICS LLC E 4/03/2024 318.00 I-0587481-IN CHERRY GLEN CAGES - P&R 009020 I-0587520-IN BASES-PRSC E 4/03/2024 2,726.00 009020 3,044.00 *** VENDOR TOTALS *** 1 CHECKS 3,044.00 006864 BELSON OUTDOORS LLC TRASH RECEPTICLES R 4/01/2024 2,520.00 247021 T-356286 2,520.00 *** VENDOR TOTALS *** 1 CHECKS 2,520.00

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VENDOR SET: 01 City of Ankeny

BANK: APFNB FIRST NATIONAL BANK AMES

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK	CHECK	CHECK
005868		MICHAEL BERNARD							
	I-03/26/24PARALICNCE	03/26/24 PARAMEDIC LICENSE	R		25.00		247022		25.00
				***	VENDOR TOTALS ***	1	CHECKS		25.00
003361		BERWICK WATER ASSOCIATION							
	I-RES 2024-120	WATER TERRITORY ACQUISITION	R	4/01/2024	51,862.46		247023	5	1,862.46
				***	VENDOR TOTALS ***	1	CHECKS		51,862.46
005950		BLACKSTONE AUDIO INC							
	I-2144443	MULTIMEDIA/SHELFSVCS-KL	R	4/01/2024	401.02		247024		
	I-2145268	MULTIMEDIA/SHELF SVCS-KL	R	4/01/2024	43.54		247024		444.56
				***	VENDOR TOTALS ***	1	CHECKS		444.56
003947		BOB BROWN GMC INC							
	I-42046	UNIT #99 PARTS	E	4/03/2024	129.88		008993		129.88
				***	VENDOR TOTALS ***	1	CHECKS		129.88
005174		BOUND TREE MEDICAL LLC							
	I-85236199	AED - MU	R	4/01/2024	363.39		247025		
	I-85270731	EMS SUPPLIES - FD	R	4/01/2024	94.20		247025		
	I-85270732	EMS SUPPLIES - FD	R	4/01/2024	1,170.20		247025		
	I-85272271	EMS SUPPLIES - FD	R	4/01/2024	327.50		247025		
	I-85274878	EMS SUPPLIES - FD	R	4/01/2024	539.70		247025		
	I-85274879	EMS SUPPLIES - FD	R	4/01/2024	179.90		247025		
	I-85278068	EMS SUPPLIES - FD	R	4/01/2024	357.96		247025		
	I-85283748	EMS SUPPLIES - FD	R	4/01/2024	829.35		247025		3,862.20
				***	VENDOR TOTALS ***	1	CHECKS		3,862.20
000127		BRICK GENTRY PC							
	I-414461	1/25/2024 STATEMENT 224.011	R	4/01/2024	480.00		247026		480.00
				***	VENDOR TOTALS ***	1	CHECKS		480.00
011451		BRIDGESTONE GOLF, INC							
	C-CM-1000006080	CR: PREBOOK REBATE 2023-OC	E	4/03/2024	485.78CR		009022		
	I-INV-1003217044	2023 CONTACT MATTE RED-OC	E	4/03/2024	357.19		009022		
	I-INV-1003217045	2023 CONTACT MATTE YELLOW-OC	E	4/03/2024	357.19		009022		228.60
				***	VENDOR TOTALS ***	1	CHECKS		228.60
001757		BROWNELLS INC							
	I-2024411034737	RANGE SUPPLIES - PD	R	4/01/2024	605.93		247027		
	I-2024411051396	RANGE SUPPLIES - PD	R	4/01/2024	164.68		247027		770.61
				***	VENDOR TOTALS ***	1	CHECKS		770.61

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CHECK INVOICE

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CHECK

CHECK CHECK

VENDOR SET: 01 City of Ankeny BANK: APFNB FIRST NATIONAL BANK AMES

## VENDOR TOTALS *** 1 CHECKS 008738					CHECK	INVOICE		CHECK	CHECK	CHECK	
T-03/2024TUITION	VENDOR	I.D.	NAME	STATUS	DATE	AMOUNT	DISCOUNT	NO	STATUS	AMOUNT	
T-3/16/24 STATE PARAMEDIC CRAD E 4/03/2024 25.00 009033 1.009033	007873		ROSS BUDDEN								
1-3/16/24 STATE BRANKDIC CARD E 4/03/2024 25.00 0.09033		I-03/2024TUITION	03/2024 TUITION REMBRSMNT	E	4/03/2024	1,200.00		009033			
### VENDOR TOTALS *** 1 CHECKS 1-20863		I-3/16/24	STATE PARAMEDIC CARD					009033		1,225.00	
T-20963							-	1 CHECKS		1,225.00	
000385 CAPITAL CITY EQUIPMENT CO 1-23529K UNIT #828 FILTERS OCM E 4/03/2024 106.34 008970 1-23529K UNIT #828 FILTERS OCM E 4/03/2024 106.34 008970 1-2330-82735 BRAKE SPREADER - CG R 4/01/2024 49.67 247028 1-2330-82735 BRAKE SPREADER - CG R 4/01/2024 5.18 247028 1-2330-82544 UNIT #163 PARTS R 4/01/2024 5.18 247028 1-2330-825677 UNIT #104 PARTS R 4/01/2024 2.14 247028 1-2330-825677 UNIT #104 PARTS R 4/01/2024 1.14 247028 007772 CLINTON COUNTY LAUNDRY, LLC 1-50023596 DEGREASER - PM R 4/01/2024 163.99 247029 *** VENDOR TOTALS *** 1 CHECKS 005278 CDM GOVERNMENT 1-PX53336 ADOBE LICENSE RENEWAL E 4/03/2024 8,245.08 009002 *** VENDOR TOTALS *** 1 CHECKS 004635 CENTRAL IOMA OFFICIALS LLC 1-SPRING 2024 SPRING SOFTBALL OFFICIALS R 4/01/2024 4,830.00 247030 *** VENDOR TOTALS *** 1 CHECKS 004635 CENTRAL MOSOWAN INC 1-0000293814 BEVERAGES FOR RESALE-OC E 4/03/2024 167.95 009021 1-0000293814 BEVERAGES FOR RESALE-OC E 4/03/2024 167.95 009021 1-0000814553 BEVERAGES FOR RESALE-OC E 4/03/2024 167.95 009021 **** VENDOR TOTALS **** 1 CHECKS 003072 QWEST CORPORATION 1-03/04/2024 03/2024 STATEMENT - TRFC R 4/01/2024 100.89 247031 **** VENDOR TOTALS **** 1 CHECKS 005614 TONY CHRISTOPH 1-03/12/2024 MEAL 3/12/24 MEAL REIMEURSEMENT E 4/03/2024 19.32 009911	008738		BULB GUY LIGHTING								
1-23529K		I-20863	LIGHT BULBS -PW	E	4/03/2024	195.87		009012		195.87	
T-23529K					***	VENDOR TOTALS ***	-	1 CHECKS		195.87	
000453	000385		CAPITAL CITY EQUIPMENT CO								
000453 CARQUEST AUTO PARTS I-2330-824735 BRAKE SPREADER - CG R 4/01/2024 49.67 247028 I-2330-825244 UNIT #163 PARTS R 4/01/2024 5.18 247028 I-2330-825677 UNIT #104 PARTS R 4/01/2024 2.14 247028		I-23529K	UNIT #828 FILTERS OCM	E	4/03/2024	106.34		008970		106.34	
1-2330-824735 BRAKE SPREADER - CG R 4/01/2024 49.67 247028 1-2330-825244 UNIT #163 PARTS R 4/01/2024 5.18 247028 1-2330-825677 UNIT #104 PARTS R 4/01/2024 2.14 247028 1-2330-825677 UNIT #104 PARTS R 4/01/2024 2.14 247028 1-2330-825677 UNIT #104 PARTS R 4/01/2024 2.14 247028 1-80023596 DEGREASER - PW R 4/01/2024 163.99 247029 1-80023596 DEGREASER - PW R 4/01/2024 163.99 247029 1-PX53336 ADOBE LICENSE RENEWAL E 4/03/2024 8,245.08 009002 1-PX53336 ADOBE LICENSE RENEWAL E 4/03/2024 8,245.08 009002 1-SPRING 2024 SPRING SOFTBALL OFFICIALS LIC 1-SPRING 2024 SPRING SOFTBALL OFFICIALS R 4/01/2024 4,830.00 247030 1-0000293814 BEVERAGES FOR RESALE - OC E 4/03/2024 167.95 009021 1-0000293814 BEVERAGES FOR RESALE - OC E 4/03/2024 167.95 009021 1-0000293814 BEVERAGES FOR RESALE - OC E 4/03/2024 167.95 009021 1-0000293814 ONEST CORPORATION CHECKS 1-03/04/2024 03/2024 167.95 009021 1-03/04/2024 03/2024 167.95 009021 1-03/04/2024 03/2024 167.95 009021 1-03/04/2024 03/2024 167.95 009021 1-03/04/2024 03/2024 167.95 009021 1-03/04/2024 03/2024 167.95 009021 1-03/04/2024 03/2024 167.95 009021 1-03/04/2024 03/2024 167.95 009021 1-03/04/2024 03/2024 167.95 009021 1-03/04/2024 03/2024 00.89 247031 1-03/04/2024 00.89 247031 1-03/04/2024 00.89 247031 1-03/04/2024 00.89 247031 1-03/04/2024 00.89 247031 1-03/04/2024 00.89 247031 1-03/04/2024 00.89 247031 1-03/04/2024 00.89 247031 1-03/04/2024 00.89 247031 1-03/04/2024 00.89 247031 1-03/04/2024 00.89 247031 1-03/04/2024 00.89 247031 1-03/04/2024 00.89 247031 1-03/04/2024 00.89 247031 1-03/04/2024 00.89 247031 1-03/04/2024 00.89 247031 1-03/04/2024 00.89 247031 1-03/04/2					***	VENDOR TOTALS ***	-	1 CHECKS		106.34	
1-2330-825244	000453		CARQUEST AUTO PARTS								
1-2330-825677		I-2330-824735	BRAKE SPREADER - CG	R	4/01/2024	49.67		247028			
007772 CLINTON COUNTY LAUNDRY, LLC I-S0023596 DEGREASER - PW R 4/01/2024 163.99 247029 *** VENDOR TOTALS *** 1 CHECKS 005278 CDW GOVERNMENT I-PX53336 ADOBE LICENSE RENEWAL E 4/03/2024 8,245.08 009002 *** VENDOR TOTALS *** 1 CHECKS 004635 CENTRAL IOWA OFFICIALS LLC I-SPRING 2024 SPRING SOFTBALL OFFICIALS R 4/01/2024 4,830.00 247030 *** VENDOR TOTALS *** 1 CHECKS 011409 CENTRAL MCGOWAN INC I-0000293814 BEVERAGES FOR RESALE -OC E 4/03/2024 30.00 009021 I-0000814553 BEVERAGES FOR RESALE -OC E 4/03/2024 167.95 009021 *** VENDOR TOTALS *** 1 CHECKS 003072 QWEST CORPORATION I-03/04/2024 03/2024 179.95 1 CHECKS 003072 TOTALS *** 1 CHECKS 003072 TOTALS *** 1 CHECKS 003074 TOTALS *** 1 CHECKS		I-2330-825244	UNIT #163 PARTS	R	4/01/2024	5.18		247028			
007772		I-2330-825677	UNIT #104 PARTS	R	4/01/2024	2.14		247028		56.99	
I-SO023596 DEGREASER - PW R 4/01/2024 163.99 247029 **** VENDOR TOTALS **** 1 CHECKS 005278 CDW GOVERNMENT I-PX53336 ADOBE LICENSE RENEWAL E 4/03/2024 8,245.08 009002 **** VENDOR TOTALS **** 1 CHECKS 004635 CENTRAL IOWA OFFICIALS LLC I-SPRING 2024 SPRING SOFTBALL OFFICIALS R 4/01/2024 4,830.00 247030 **** VENDOR TOTALS **** 1 CHECKS 011409 CENTRAL MCGOWAN INC I-0000293814 BEVERAGES FOR RESALE -OC E 4/03/2024 30.00 099021 I-0000814553 BEVERAGES FOR RESALE -OC E 4/03/2024 167.95 099021 **** VENDOR TOTALS **** 1 CHECKS 003072 OWEST CORPORATION I-03/04/2024 03/2024 STATEMENT - TRFC R 4/01/2024 100.89 247031 **** VENDOR TOTALS **** 1 CHECKS 008614 TONY CHRISTOPH I-03/12/2024 MEAL 3/12/24 MEAL REIMBURSEMENT E 4/03/2024 19.32 009011					***	VENDOR TOTALS ***	-	1 CHECKS		56.99	
*** VENDOR TOTALS *** 1 CHECKS CDW GOVERNMENT I-FX53336 ADOBE LICENSE RENEWAL E 4/03/2024 8,245.08 009002 **** VENDOR TOTALS **** 1 CHECKS CENTRAL IOWA OFFICIALS LLC I-SPRING 2024 SPRING SOFTBALL OFFICIALS R 4/01/2024 4,830.00 247030 **** VENDOR TOTALS **** 1 CHECKS CENTRAL MCGOWAN INC I-0000293814 BEVERAGES FOR RESALE -OC E 4/03/2024 30.00 09021 I-000814553 BEVERAGES FOR RESALE-OC E 4/03/2024 167.95 009021 **** VENDOR TOTALS **** 1 CHECKS COUNTIES OF TOTALS **** 1 CHECKS	007772		CLINTON COUNTY LAUNDRY, LLC								
005278 CDW GOVERNMENT I-PX53336 ADOBE LICENSE RENEWAL E 4/03/2024 8,245.08 009002 **** VENDOR TOTALS **** 1 CHECKS 004635 CENTRAL IOWA OFFICIALS LLC I-SPRING 2024 SPRING SOFTBALL OFFICIALS R 4/01/2024 4,830.00 247030 **** VENDOR TOTALS **** 1 CHECKS 011409 CENTRAL MCGOWAN INC I-0000293814 BEVERAGES FOR RESALE -OC E 4/03/2024 30.00 009021 I-0000814553 BEVERAGES FOR RESALE-OC E 4/03/2024 167.95 009021 **** VENDOR TOTALS **** 1 CHECKS 003072 QWEST CORPORATION I-03/04/2024 03/2024 STATEMENT - TRFC R 4/01/2024 100.89 247031 **** VENDOR TOTALS **** 1 CHECKS 008614 TONY CHRISTOPH I-03/12/2024 MEAL 3/12/24 MEAL REIMBURSEMENT E 4/03/2024 19.32 009011		I-S0023596	DEGREASER - PW	R	4/01/2024	163.99		247029		163.99	
I-PX53336 ADOBE LICENSE RENEWAL E 4/03/2024 8,245.08 009002 **** VENDOR TOTALS **** 1 CHECKS 004635 CENTRAL IOWA OFFICIALS LLC I-SPRING 2024 SPRING SOFTBALL OFFICIALS R 4/01/2024 4,830.00 247030 **** VENDOR TOTALS **** 1 CHECKS 011409 CENTRAL MCGOWAN INC I-0000293814 BEVERAGES FOR RESALE -OC E 4/03/2024 30.00 009021 I-0000814553 BEVERAGES FOR RESALE-OC E 4/03/2024 167.95 009021 **** VENDOR TOTALS **** 1 CHECKS 003072 QWEST CORPORATION I-03/04/2024 03/2024 STATEMENT - TRFC R 4/01/2024 100.89 247031 **** VENDOR TOTALS **** 1 CHECKS 008614 TONY CHRISTOPH I-03/12/2024 MEAL 3/12/24 MEAL REIMBURSEMENT E 4/03/2024 19.32 009011					***	VENDOR TOTALS ***	:	1 CHECKS		163.99	
#** VENDOR TOTALS *** 1 CHECKS CENTRAL IOWA OFFICIALS LLC I-SPRING 2024 SPRING SOFTBALL OFFICIALS R 4/01/2024 4,830.00 247030 *** VENDOR TOTALS *** 1 CHECKS CENTRAL MCGOWAN INC I-0000293814 BEVERAGES FOR RESALE -OC E 4/03/2024 30.00 009021 I-0000814553 BEVERAGES FOR RESALE-OC E 4/03/2024 167.95 009021 *** VENDOR TOTALS *** 1 CHECKS CONSTRUCTION I-03/04/2024 03/2024 STATEMENT - TRFC R 4/01/2024 100.89 247031 *** VENDOR TOTALS *** 1 CHECKS CONSTRUCTION *** VENDOR TOTALS *** 1 CHECKS	005278		CDW GOVERNMENT								
004635		I-PX53336	ADOBE LICENSE RENEWAL	E	4/03/2024	8,245.08		009002		8,245.08	
I-SPRING 2024 SPRING SOFTBALL OFFICIALS R 4/01/2024 4,830.00 247030 *** VENDOR TOTALS *** 1 CHECKS 011409 CENTRAL MCGOWAN INC I-0000293814 BEVERAGES FOR RESALE -OC E 4/03/2024 30.00 009021 I-0000814553 BEVERAGES FOR RESALE-OC E 4/03/2024 167.95 009021 *** VENDOR TOTALS *** 1 CHECKS 003072 QWEST CORPORATION I-03/04/2024 03/2024 STATEMENT - TRFC R 4/01/2024 100.89 247031 *** VENDOR TOTALS *** 1 CHECKS 008614 TONY CHRISTOPH I-03/12/2024 MEAL 3/12/24 MEAL REIMBURSEMENT E 4/03/2024 19.32 009011					***	VENDOR TOTALS ***	=	1 CHECKS		8,245.08	
*** VENDOR TOTALS *** 1 CHECKS CENTRAL MCGOWAN INC I-0000293814 BEVERAGES FOR RESALE -OC E 4/03/2024 30.00 009021 I-0000814553 BEVERAGES FOR RESALE-OC E 4/03/2024 167.95 009021 **** VENDOR TOTALS *** 1 CHECKS QWEST CORPORATION I-03/04/2024 03/2024 STATEMENT - TRFC R 4/01/2024 100.89 247031 **** VENDOR TOTALS *** 1 CHECKS 008614 TONY CHRISTOPH I-03/12/2024 MEAL 3/12/24 MEAL REIMBURSEMENT E 4/03/2024 19.32 009011	004635		CENTRAL IOWA OFFICIALS LLC								
011409 CENTRAL MCGOWAN INC I-0000293814 BEVERAGES FOR RESALE -OC E 4/03/2024 30.00 009021 I-0000814553 BEVERAGES FOR RESALE-OC E 4/03/2024 167.95 009021 *** VENDOR TOTALS *** 1 CHECKS 003072 QWEST CORPORATION I-03/04/2024 03/2024 STATEMENT - TRFC R 4/01/2024 100.89 247031 *** VENDOR TOTALS *** 1 CHECKS 008614 TONY CHRISTOPH I-03/12/2024 MEAL 3/12/24 MEAL REIMBURSEMENT E 4/03/2024 19.32 009011		I-SPRING 2024	SPRING SOFTBALL OFFICIALS	R	4/01/2024	4,830.00		247030		4,830.00	
I-0000293814 BEVERAGES FOR RESALE -OC E 4/03/2024 30.00 009021 I-0000814553 BEVERAGES FOR RESALE-OC E 4/03/2024 167.95 009021 *** VENDOR TOTALS *** 1 CHECKS 003072 QWEST CORPORATION I-03/04/2024 03/2024 STATEMENT - TRFC R 4/01/2024 100.89 247031 *** VENDOR TOTALS *** 1 CHECKS 008614 TONY CHRISTOPH I-03/12/2024 MEAL 3/12/24 MEAL REIMBURSEMENT E 4/03/2024 19.32 009011					***	VENDOR TOTALS ***	-	1 CHECKS		4,830.00	
I-0000814553 BEVERAGES FOR RESALE-OC E 4/03/2024 167.95 009021 *** VENDOR TOTALS *** 1 CHECKS 003072 QWEST CORPORATION I-03/04/2024 03/2024 STATEMENT - TRFC R 4/01/2024 100.89 247031 *** VENDOR TOTALS *** 1 CHECKS 008614 TONY CHRISTOPH I-03/12/2024 MEAL 3/12/24 MEAL REIMBURSEMENT E 4/03/2024 19.32 009011	011409		CENTRAL MCGOWAN INC								
*** VENDOR TOTALS *** 1 CHECKS 003072 QWEST CORPORATION I-03/04/2024 03/2024 STATEMENT - TRFC R 4/01/2024 100.89 247031 *** VENDOR TOTALS *** 1 CHECKS 008614 TONY CHRISTOPH I-03/12/2024 MEAL 3/12/24 MEAL REIMBURSEMENT E 4/03/2024 19.32 009011		I-0000293814	BEVERAGES FOR RESALE -OC	E	4/03/2024	30.00		009021			
003072 QWEST CORPORATION I-03/04/2024 03/2024 STATEMENT - TRFC R 4/01/2024 100.89 247031 *** VENDOR TOTALS *** 1 CHECKS 008614 TONY CHRISTOPH I-03/12/2024 MEAL 3/12/24 MEAL REIMBURSEMENT E 4/03/2024 19.32 009011		I-0000814553	BEVERAGES FOR RESALE-OC	E	4/03/2024	167.95		009021		197.95	
I-03/04/2024 03/2024 STATEMENT - TRFC R 4/01/2024 100.89 247031 *** VENDOR TOTALS *** 1 CHECKS 008614 TONY CHRISTOPH I-03/12/2024 MEAL 3/12/24 MEAL REIMBURSEMENT E 4/03/2024 19.32 009011					***	VENDOR TOTALS ***	-	1 CHECKS		197.95	
*** VENDOR TOTALS *** 1 CHECKS 008614 TONY CHRISTOPH I-03/12/2024 MEAL 3/12/24 MEAL REIMBURSEMENT E 4/03/2024 19.32 009011	003072		QWEST CORPORATION								
008614 TONY CHRISTOPH I-03/12/2024 MEAL 3/12/24 MEAL REIMBURSEMENT E 4/03/2024 19.32 009011		I-03/04/2024	03/2024 STATEMENT - TRFC	R							
I-03/12/2024 MEAL 3/12/24 MEAL REIMBURSEMENT E 4/03/2024 19.32 009011					***	VENDOR TOTALS ***	-	1 CHECKS		100.89	
*** VENDOR TOTALS *** 1 CHECKS		I-03/12/2024 MEAL	3/12/24 MEAL REIMBURSEMENT	E						19.32	
					***	VENDOR TOTALS ***	-	1 CHECKS		19.32	

A/P HISTORY CHECK REPORT

PAGE: 8

VENDOR SET: 01 City of Ankeny

BANK: APFNB FIRST NATIONAL BANK AMES

9262973679 9262973684 4186143741 4186143842 4186143903 4186856586 4186860940 4186860955 4187166038 4187581418	CINTAS CORPORATION CR: BANQUET SUPPLY RENTALS BANQUET SUPPLY RENTALS-OC MAT RENTAL -LAKESIDE MAT RENTALS-ACC MAT/UNIFORM RENTALS - PK MNT UNIFORM RENTALS-OCM MAT/UNIFORM RENTAL-PKS MNT MAT RENTAL - ACC BANQUET SUPPLY RENTALS-OC MAT RENTALS - KL CITY OF DES MOINES TREASURY FY24 #10 WRA MONTHLY ALLOCATN	R R R R R R R	4/01/2024 4/01/2024 4/01/2024 4/01/2024 4/01/2024 4/01/2024 4/01/2024 4/01/2024 4/01/2024 4/01/2024 4/01/2024	127.71CR 280.97CR 21.80 67.90 116.58 85.61 116.58 67.90 53.60 154.63	1	247032 247032 247032 247032 247032 247032 247032 247032 247032 247032 247032		275.92 275.92
9262973684 4186143741 4186143842 4186143903 4186856586 4186860940 4186860955 4187166038 4187581418	CR: BANQUET SUPPLY RENTALS BANQUET SUPPLY RENTALS-OC MAT RENTAL -LAKESIDE MAT RENTALS-ACC MAT/UNIFORM RENTALS - PK MNT UNIFORM RENTALS-OCM MAT/UNIFORM RENTAL-PKS MNT MAT RENTAL - ACC BANQUET SUPPLY RENTALS-OC MAT RENTALS - KL CITY OF DES MOINES TREASURY	R R R R R R	4/01/2024 4/01/2024 4/01/2024 4/01/2024 4/01/2024 4/01/2024 4/01/2024 4/01/2024 4/01/2024	280.97CR 21.80 67.90 116.58 85.61 116.58 67.90 53.60 154.63	1	247032 247032 247032 247032 247032 247032 247032 247032 247032		
9262973684 4186143741 4186143842 4186143903 4186856586 4186860940 4186860955 4187166038 4187581418	BANQUET SUPPLY RENTALS-OC MAT RENTAL -LAKESIDE MAT RENTALS-ACC MAT/UNIFORM RENTALS - PK MNT UNIFORM RENTALS-OCM MAT/UNIFORM RENTAL-PKS MNT MAT RENTAL - ACC BANQUET SUPPLY RENTALS-OC MAT RENTALS - KL CITY OF DES MOINES TREASURY	R R R R R R	4/01/2024 4/01/2024 4/01/2024 4/01/2024 4/01/2024 4/01/2024 4/01/2024 4/01/2024 4/01/2024	280.97CR 21.80 67.90 116.58 85.61 116.58 67.90 53.60 154.63	1	247032 247032 247032 247032 247032 247032 247032 247032 247032		
4186143741 4186143842 4186143903 4186856586 4186860940 4186860955 4187166038 4187581418	MAT RENTAL -LAKESIDE MAT RENTALS-ACC MAT/UNIFORM RENTALS - PK MNT UNIFORM RENTALS-OCM MAT/UNIFORM RENTAL-PKS MNT MAT RENTAL - ACC BANQUET SUPPLY RENTALS-OC MAT RENTALS - KL CITY OF DES MOINES TREASURY	R R R R R	4/01/2024 4/01/2024 4/01/2024 4/01/2024 4/01/2024 4/01/2024 4/01/2024 4/01/2024	21.80 67.90 116.58 85.61 116.58 67.90 53.60 154.63	1	247032 247032 247032 247032 247032 247032 247032 247032		
4186143842 4186143903 4186856586 4186860940 4186860955 4187166038 4187581418	MAT RENTALS-ACC MAT/UNIFORM RENTALS - PK MNT UNIFORM RENTALS-OCM MAT/UNIFORM RENTAL-PKS MNT MAT RENTAL - ACC BANQUET SUPPLY RENTALS-OC MAT RENTALS - KL CITY OF DES MOINES TREASURY	R R R R	4/01/2024 4/01/2024 4/01/2024 4/01/2024 4/01/2024 4/01/2024 4/01/2024	67.90 116.58 85.61 116.58 67.90 53.60 154.63	1	247032 247032 247032 247032 247032 247032 247032		
4186143903 4186856586 4186860940 4186860955 4187166038 4187581418	MAT/UNIFORM RENTALS - PK MNT UNIFORM RENTALS-OCM MAT/UNIFORM RENTAL-PKS MNT MAT RENTAL - ACC BANQUET SUPPLY RENTALS-OC MAT RENTALS - KL CITY OF DES MOINES TREASURY	R R R R	4/01/2024 4/01/2024 4/01/2024 4/01/2024 4/01/2024 4/01/2024	116.58 85.61 116.58 67.90 53.60 154.63	1	247032 247032 247032 247032 247032 247032		
4186856586 4186860940 4186860955 4187166038 4187581418	UNIFORM RENTALS-OCM MAT/UNIFORM RENTAL-PKS MNT MAT RENTAL - ACC BANQUET SUPPLY RENTALS-OC MAT RENTALS - KL CITY OF DES MOINES TREASURY	R R R	4/01/2024 4/01/2024 4/01/2024 4/01/2024 4/01/2024	85.61 116.58 67.90 53.60 154.63	1	247032 247032 247032 247032 247032		
4186860940 4186860955 4187166038 4187581418	MAT/UNIFORM RENTAL-PKS MNT MAT RENTAL - ACC BANQUET SUPPLY RENTALS-OC MAT RENTALS - KL CITY OF DES MOINES TREASURY	R R R	4/01/2024 4/01/2024 4/01/2024 4/01/2024	116.58 67.90 53.60 154.63	1	247032 247032 247032 247032		
4186860955 4187166038 4187581418	MAT RENTAL - ACC BANQUET SUPPLY RENTALS-OC MAT RENTALS - KL CITY OF DES MOINES TREASURY	R R	4/01/2024 4/01/2024 4/01/2024	67.90 53.60 154.63	1	247032 247032 247032		
4187166038 4187581418	BANQUET SUPPLY RENTALS-OC MAT RENTALS - KL CITY OF DES MOINES TREASURY	R	4/01/2024 4/01/2024	53.60 154.63	1	247032 247032		
4187581418	MAT RENTALS - KL CITY OF DES MOINES TREASURY		4/01/2024	154.63	1	247032		
	CITY OF DES MOINES TREASURY	R			1			
134577				VENDOR TOTALS """	1	CILCAS		273.92
134577								
134577	FY24 #10 WRA MONTHLY ALLOCATN							
		R	4/01/2024	563,129.90		247033	563	,129.90
			***	VENDOR TOTALS ***	1	CHECKS	5	63,129.90
	CITY OF WEST DES MOINES							
PD-2024-00050024	RAID TRAINING AMMO-SERT	R	4/01/2024	1,630.00		247034	1	,630.00
			***	VENDOR TOTALS ***	1	CHECKS		1,630.00
	CIVIL DESIGN ADVANTAGE LLC							
44114	EMERGENCY CONTROL VALVE	E	4/03/2024	490.00		008988		490.00
			***	VENDOR TOTALS ***	1	CHECKS		490.00
	CLEAR BROOK COUNSELING PROFESS							
			4/01/2024	100.00		247035		
								200.00
0,12,21 22					1			200.00
	DOCED CLEVELAND COLE CO INC							
7020057 00		D	4 /01 /2024	1 122 20		247026		
							6	,089.99
7030409 30	SIOCK MERCH FOR RESALE-OC	K					0,	6,089.99
		R	4/01/2024	360.00		247037		360.00
11, 2021 111010	10, 11 00, 11, 11 111010 01111							360.00
4 3 3 7 7 7 7 7 7 7 7	4114 /12/24-AV /12/24-BL 839957 SO 839959 SO 839960 SO 841928 SO 844607 SO 844608 SO 848107 SO 856469 SO	CIVIL DESIGN ADVANTAGE LLC 4114 EMERGENCY CONTROL VALVE CLEAR BROOK COUNSELING PROFESS /12/24-AV FIRE COUNSELING SERVICE /12/24-BL FIRE COUNSELING SERVICE ROGER CLEVELAND GOLF CO INC 839957 SO STOCK MERCH FOR RESALE-OC 839960 SO STOCK MERCH FOR RESALE-OC 841928 SO STOCK MERCH FOR RESALE-OC 844607 SO STOCK MERCH FOR RESALE-OC 844608 SO STOCK MERCH FOR RESALE-OC 844607 SO STOCK MERCH FOR RESALE-OC 844608 SO STOCK MERCH FOR RESALE-OC 848107 SO STOCK MERCH FOR RESALE-OC	CIVIL DESIGN ADVANTAGE LLC 4114 EMERGENCY CONTROL VALVE E CLEAR BROOK COUNSELING PROFESS /12/24-AV FIRE COUNSELING SERVICE R /12/24-BL FIRE COUNSELING SERVICE R ROGER CLEVELAND GOLF CO INC 839957 SO STOCK MERCH FOR RESALE-OC R 839960 SO STOCK MERCH FOR RESALE-OC R 841928 SO STOCK MERCH FOR RESALE-OC R 844607 SO STOCK MERCH FOR RESALE-OC R 844607 SO STOCK MERCH FOR RESALE-OC R 844608 SO STOCK MERCH FOR RESALE-OC R 848107 SO STOCK MERCH FOR RESALE-OC R 848107 SO STOCK MERCH FOR RESALE-OC R 856469 SO STOCK MERCH FOR RESALE-OC R	D-2024-00050024 RAID TRAINING AMMO-SERT R 4/01/2024 **** CIVIL DESIGN ADVANTAGE LLC 4114 EMERGENCY CONTROL VALVE E 4/03/2024 **** CLEAR BROOK COUNSELING PROFESS /12/24-AV FIRE COUNSELING SERVICE R 4/01/2024 /12/24-BL FIRE COUNSELING SERVICE R 4/01/2024 **** ROGER CLEVELAND GOLF CO INC 839957 SO STOCK MERCH FOR RESALE-OC R 4/01/2024 839960 SO STOCK MERCH FOR RESALE-OC R 4/01/2024 841928 SO STOCK MERCH FOR RESALE-OC R 4/01/2024 841928 SO STOCK MERCH FOR RESALE-OC R 4/01/2024 844607 SO STOCK MERCH FOR RESALE-OC R 4/01/2024 844608 SO STOCK MERCH FOR RESALE-OC R 4/01/2024 844608 SO STOCK MERCH FOR RESALE-OC R 4/01/2024 848107 SO STOCK MERCH FOR RESALE-OC R 4/01/2024 848107 SO STOCK MERCH FOR RESALE-OC R 4/01/2024 84608 SO STOCK MERCH FOR RESALE-OC R 4/01/2024 84609 SO STOCK MERCH FOR RESALE-OC R 4/01/2024 856469 SO STOCK MERCH FOR RESALE-OC R 4/01/2024 **** LEE COLE 3/2024 MAGIC 03/12-03/14/24 MAGIC CAMP R 4/01/2024	D-2024-00050024 RAID TRAINING AMMO-SERT R 4/01/2024 1,630.00 **** VENDOR TOTALS **** CIVIL DESIGN ADVANTAGE LLC 4114 EMERGENCY CONTROL VALVE E 4/03/2024 490.00 **** VENDOR TOTALS **** CLEAR BROOK COUNSELING PROFESS /12/24-AV FIRE COUNSELING SERVICE R 4/01/2024 100.00 /12/24-BL FIRE COUNSELING SERVICE R 4/01/2024 100.00 **** VENDOR TOTALS **** ROGER CLEVELAND GOLF CO INC 839957 SO STOCK MERCH FOR RESALE-OC R 4/01/2024 482.04 839960 SO STOCK MERCH FOR RESALE-OC R 4/01/2024 1,096.68 841928 SO STOCK MERCH FOR RESALE-OC R 4/01/2024 513.90 844607 SO STOCK MERCH FOR RESALE-OC R 4/01/2024 513.90 844607 SO STOCK MERCH FOR RESALE-OC R 4/01/2024 610.38 844608 SO STOCK MERCH FOR RESALE-OC R 4/01/2024 1,356.63 848107 SO STOCK MERCH FOR RESALE-OC R 4/01/2024 793.61 856469 SO STOCK MERCH FOR RESALE-OC R 4/01/2024 113.55 **** VENDOR TOTALS **** LEE COLE 3/2024 MAGIC 03/12-03/14/24 MAGIC CAMP R 4/01/2024 360.00	D-2024-00050024 RAID TRAINING 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ADVANTAGE LLC 4114 EMERGENCY CONTROL VALVE E 4/03/2024 490.00 08988 **** VENDOR TOTALS **** 1 CHECKS CLEAR BROOK COUNSELING PROFESS /12/24-AV FIRE COUNSELING SERVICE R 4/01/2024 100.00 247035 /12/24-BL FIRE COUNSELING SERVICE R 4/01/2024 100.00 247035 **** VENDOR TOTALS **** 1 CHECKS ROGER CLEVELAND GOLF CO INC 839957 SO STOCK MERCH FOR RESALE-OC R 4/01/2024 482.04 247036 839959 SO STOCK MERCH FOR RESALE-OC R 4/01/2024 482.04 247036 839960 SO STOCK MERCH FOR RESALE-OC R 4/01/2024 1,096.68 247036 841928 SO STOCK MERCH FOR RESALE-OC R 4/01/2024 513.90 247036 844607 SO STOCK MERCH FOR RESALE-OC R 4/01/2024 513.90 247036 844608 SO STOCK MERCH FOR RESALE-OC R 4/01/2024 1,356.63 247036 844608 SO STOCK MERCH FOR RESALE-OC R 4/01/2024 1,356.63 247036 844608 SO STOCK MERCH FOR RESALE-OC R 4/01/2024 1,356.63 247036 848107 SO STOCK MERCH FOR RESALE-OC R 4/01/2024 1,356.63 247036 848107 SO STOCK MERCH FOR RESALE-OC R 4/01/2024 1,356.63 247036 848107 SO STOCK MERCH FOR RESALE-OC R 4/01/2024 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COUNSELING PROFESS /12/24-AV FIRE COUNSELING SERVICE R 4/01/2024 100.00 247035 /12/24-BL FIRE COUNSELING SERVICE R 4/01/2024 100.00 247035 **** VENDOR TOTALS **** 1 CHECKS ROGER CLEVELAND GOLF CO INC 839957 SO STOCK MERCH FOR RESALE-OC R 4/01/2024 1,123.20 247036 839959 SO STOCK MERCH FOR RESALE-OC R 4/01/2024 482.04 247036 839959 SO STOCK MERCH FOR RESALE-OC R 4/01/2024 1,096.68 247036 841928 SO STOCK MERCH FOR RESALE-OC R 4/01/2024 513.90 247036 844607 SO STOCK MERCH FOR RESALE-OC R 4/01/2024 513.90 247036 844608 SO STOCK MERCH FOR RESALE-OC R 4/01/2024 610.38 247036 844608 SO STOCK MERCH FOR RESALE-OC R 4/01/2024 1,356.63 247036 844608 SO STOCK MERCH FOR RESALE-OC R 4/01/2024 1,356.63 247036 844608 SO STOCK MERCH FOR RESALE-OC R 4/01/2024 1,356.63 247036 848107 SO STOCK MERCH FOR RESALE-OC R 4/01/2024 1,356.63 247036 848107 SO STOCK MERCH FOR RESALE-OC R 4/01/2024 1,355.63 247036 848107 SO STOCK MERCH FOR RESALE-OC R 4/01/2024 1,355.63 247036 848107 SO STOCK MERCH FOR RESALE-OC R 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A/P HISTORY CHECK REPORT PAGE: 9

VENDOR SET: 01 City of Ankeny

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VENDOR	T D	NAME	STATUS	CHECK	INVOICE AMOUNT	DISCOUNT	CHECK	CHECK	CHECK
011718		COMMUNITY BAPTIST CHURCH							
	I-03/25/24	STORMWATER BMP REIMBURSEMENT	R	4/01/2024	1,272.50		247038		1,272.50
				***	VENDOR TOTALS ***	1	CHECKS		1,272.50
002559		CONSUMERS ENERGY							
		03/08/2024 STATEMENT	E	4/03/2024	2,666.78		008989		2,666.78
				***	VENDOR TOTALS ***	1	CHECKS		2,666.78
000200		COCHAD DEALEY INCODMANTON INC							
009380	T 100620020	COSTAR REALTY INFORMATION INC	D	4 /01 /0004	1 404 42		047020		1 404 40
	I-120638838	COSTAR ANNUAL SERVICE	K		1,424.43 VENDOR TOTALS ***		247039 CHECKS		1,424.43
					VENDOR TOTALS	1	CHECKS		1,424.43
001654		CUMMINS, INC							
	I-J4-52063	GEN INSPECT - FS#1B	E	4/03/2024	239.66		008980		239.66
				***	VENDOR TOTALS ***	1	CHECKS		239.66
001003		ED DANIELS							
	I-116056	FILTERS - ACC	E	4/03/2024	363.34		008979		363.34
				***	VENDOR TOTALS ***	1	CHECKS		363.34
008168		THE DAVENPORT GROUP USA LTD							
	I-24A02-IAAK	2/1/24-1/31/25LAMA ANUAL MAINT	' R	4/01/2024	28,127.00		247040	2	28,127.00
					VENDOR TOTALS ***		CHECKS		28,127.00
003099	T 10725207605	DELL MARKETING L P	D	4 /01 /2024	0.740.60		0.470.41		
	I-10735387695 I-10735452193	WINDOWS 2022 USER CALS WINDOWS 2022 USER CALS		4/01/2024 4/01/2024	9,749.68 659.88		247041 247041		
	I-10739402160	FY24 - 5TH PC ORDER		4/01/2024	9,790.00		247041		
	I-10739002259	ANPD60 MDT		4/01/2024			247041		
	I-10739002267	ANPD75 MDT	R	4/01/2024	2,406.07		247041	2	24,865.12
				***	VENDOR TOTALS ***	1	CHECKS		24,865.12
000605		DEMCO INC							
	I-7450246	DVD ALBUMS/CAPS/BOX-KL	E	4/03/2024	92.41		008975		92.41
					VENDOR TOTALS ***	1	CHECKS		92.41
007420		E C D FIDE AND CAPPEN INC							
007438	I-51228	E & B FIRE AND SAFETY INC	D	4/01/2024	7,000.00		247042		7,000.00
	1-31220	FEE - FD	I.		VENDOR TOTALS ***				
011431									
	I-03/21/2024WRKSHP	3/21/24 FREEZER WORKSHOP	R		917.00		247043		
				***	VENDOR TOTALS ***	1	CHECKS		917.00

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				CHECK	INVOICE		CHECK	CHECK	CHECK
VENDOR	I.D.	NAME	STATUS	DATE	AMOUNT	DISCOUNT	NO	STATUS	AMOUNT
004568		DOLL DISTRIBUTING LLC							
	I-1463371	ALCOHOL FOR RESALE-OC	E	4/03/2024	1,388.05		008995		1,388.05
				***	VENDOR TOTALS ***	1	L CHECKS		1,388.05
002143		DOORS INC							
	I-344612	REPAIR KIT KNOBS - PKS	E	4/03/2024	245.00		008984		245.00
				***	VENDOR TOTALS ***	1	L CHECKS		245.00
004995		ECHO GROUP INC							
	I-S010498047.001	TRAFFIC SUPPLIES - PW	E	4/03/2024	272.03		008999		
	I-S010520668.001	BALDOR .25HP MOTOR-PW	E	4/03/2024	551.23		008999		823.26
				***	VENDOR TOTALS ***	1	L CHECKS		823.26
006319		EDWARD DON AND COMPANY							
	I-31622608	FOOD/SUPPLIES FOR BANQUETS		4/01/2024			247044		
	I-31640640	CLEANER/DETERGENT-OC	R	4/01/2024	358.24		247044		859.24
				***	VENDOR TOTALS ***	1	L CHECKS		859.24
000185		ELECTRICAL ENGINEERING							
	I-8438408-01	PED TUNNEL LIGHTS - TRFC	R	, , , ,	206.33		247045		206.33
				***	VENDOR TOTALS ***	1	L CHECKS		206.33
000186		ELECTRONIC ENGINEERING							
		AVL	Ε	4/03/2024	7,616.82		008962		
	I-80070719, 80070848	03/2024 STATEMENT - PARK MAINT	Ε	4/03/2024	296.50		008962		
		03/2024 STATEMENT - PW		4/03/2024	930.00		008962		
		03/2024 STATEMENT - MU		4/03/2024	440.50		008962		
	I-80070851	03/2024 STATEMENT -ENGINEERING	E	4/03/2024	26.50		008962		9,310.32
				***	VENDOR TOTALS ***	j	L CHECKS		9,310.32
005478		EXCEL MECHANICAL COMPANY INC							
		HEATER REPAIR - PW MNT	Ε	4/03/2024	514.20		009003		
		ICE MACHINE REPAIR -FS#1	E	4/03/2024	450.77		009003		
	I-170532	PENTHOUSE REPAIRS - KL	E		814.49	1	009003		1,779.46
				***	VENDOR TOTALS ***	j	L CHECKS		1,779.46
002285		FASTENAL COMPANY							
	I-IADES440034	BOLTS - MU	E	4/03/2024	111.44		008987		
	I-IADES440482	SHOP SUPPLIES - CG	E	4/03/2024	23.32		008987		
	I-IADES440484	SAFETY GLASSES - MU	E	4/03/2024	154.25		008987		289.01
				***	VENDOR TOTALS ***	1	L CHECKS		289.01
011234		FIRE SERVICE TRAINING BUREAU							
	I-241599	INSTR 1 CONRAD CRUTHIRDS	R	4/01/2024	50.00		247046		
	I-241675	INSTR1 - NATHAN GOBELL	R	4/01/2024	50.00		247046		100.00
				***	VENDOR TOTALS ***	1	L CHECKS		100.00

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/ENDOR	I.D.	NAME	STATUS	CHECK	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK
010286		AT&T MOBILITY II LLC							
	I-02272024 FD	01/20/24-02/19/24 STATEMENT-FD	R	4/01/2024	843.75		247047		843.75
010286		AT&T MOBILITY II LLC							
	I-02272024 PD	01/20/24-02/19/24 STATEMENT-PD	R	4/01/2024	1,520.07		247048		1,520.07
				***	VENDOR TOTALS ***		2 CHECKS		2,363.82
09337		D & D FITNESS							
	I-3/06/24	MAILBOX REPLACEMENT	R	4/01/2024	150.00		247049		150.00
				***	VENDOR TOTALS ***		1 CHECKS		150.00
06979		BECKY FORD							
	I-03/2024 FITNESS	03/2024 FITNESS REIMBSMNT	E	4/03/2024	20.30		009031		20.30
				***	VENDOR TOTALS ***		1 CHECKS		20.30
02078		FOTH & VAN DYKE LLC							
	I-89058 #12	PAY 12-NW STATE ST EXTENSION	E	4/03/2024	6,801.60		008983		
	I-89065 #23	PAY 23-N 4MILE CRK TRUNK SWR	E	4/03/2024	14,521.86		008983		
	I-89066 #6	PAY 6-N 4MILE CRK TRNK SWR PH2	E	4/03/2024	4,888.41		008983	2	6,211.87
				***	VENDOR TOTALS ***		1 CHECKS		26,211.87
11377		STRAND ASSOCIATES, INC.							
		PAY 35 ANKENY ASR	R	4/01/2024	1,686.00		247050		
			R	4/01/2024	4,617.00		247050		6,303.00
				***	VENDOR TOTALS ***		1 CHECKS		6,303.00
012051		JOEL FOX							
	I-3/18/24	MAILBOX REPLACEMENT	R	4/01/2024	150.00		247051		150.00
				***	VENDOR TOTALS ***		1 CHECKS		150.00
08717		LINDSAY FOX							
	I-3/21/2024	3/20-3/21/24 MILEAGE	E	4/03/2024	71.02		009036		71.02
				***	VENDOR TOTALS ***		1 CHECKS		71.02
000211		GALE							
	I-84016379	MARCH BIOGRAPHY 2 PLAN-KL	E	4/03/2024	51.73		008963		
		MARCH CHRISTIAN ROM 5 PLAN		4/03/2024			008963		
	I-84016850	MARCH CHRISTIAN ROM 4 PLAN	E	4/03/2024	95.96		008963		
	I-84022712	MARCH DIVERSE VOICES 2 PLAN	E	4/03/2024	52.48		008963		
	I-84053734	MARCH TOP SHELF 8 PLAN-KL	E	4/03/2024	113.21		008963		
	I-84053857	MARCH HIGH OCTANE 8 PLAN-KL	E	4/03/2024	27.74		008963		
	I-84076531	MARCH AFRICAN AM 2 PLAN	E	4/03/2024	51.73		008963		
	I-84076619	MARCH THRILLER ADVNTR SUSPNSE		4/03/2024	80.22		008963		
	I-84076637	MARCH AMISH FICTION 3 PLAN	E	4/03/2024	72.72		008963		
	I-84076838	MARCH CLEAN READS 3 PLAN	E	4/03/2024	72.72		008963		
		MARCH SOFTCOVER ROMANCE 3	E	4/03/2024	61.47		008963		
		MARCH HISTORY FACT/FICTION 2		4/03/2024	79.47		008963		884.65
									884.65

CHECK INVOICE

CHECK CHECK CHECK

VENDOR SET: 01 City of Ankeny

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				CHECK	INVOICE		CHECK	CHECK	CHECK	
/ENDOR	I.D.	NAME	STATUS	DATE	AMOUNT	DISCOUNT	NO	STATUS	AMOUNT	
11998		GALLS PARENT HOLDINGS, LLC								
	I-027204266	UNIFORMS - PD	F	4/03/2024	106.00		009026		106.00	
	1 02/204200	ONITOWID ID	_		VENDOR TOTALS ***		CHECKS		106.00	
					VENEGOT TOTTLE	_	01120110		100.00	
12038		GANNETT MEDIA CORP								
	I-6257993	02/2024 LEGAL PUBLICATIONS	R	4/01/2024	2,376.25		247052		2,376.25	
				***	VENDOR TOTALS ***	1	CHECKS		2,376.25	
09173		GBA SYSTEMS INTEGRATORS LLC								
	I-0080199	IMSA TRAINING-TRAFFIC	R	4/01/2024	2,085.00		247053		2,085.00	
				***	VENDOR TOTALS ***	1	CHECKS		2,085.00	
07730		GFSI INC - GEAR FOR SPORTS								
	I-42063844	STOCK MERCH FOR RESALE-OC	R	4/01/2024	2,448.18		247054			
	I-42064325	STOCK MERCH FOR RESALE-OC		4/01/2024	1,091.69		247054			
	I-42064368	STOCK MERCH FOR RESALE-OC	R	4/01/2024	429.26		247054			
	I-42064389	STOCK MERCH FOR RESALE-OC		4/01/2024	1,188.36		247054			
	I-42064892	STOCK MERCH FOR RESALE-OC	R	4/01/2024	936.00		247054		6,093.49	
				***	VENDOR TOTALS ***	1	CHECKS		6,093.49	
11937		CHRISTIAN GLEASON								
	I-03/20/2024 BOOTS	03/2024 BOOTS	E	4/03/2024	140.00		009042		140.00	
				***	VENDOR TOTALS ***	1	CHECKS		140.00	
06152		ANNETTE GRAEVE								
	I-01/24-03/24FITNESS	01/24-03/24 FITNESS	E	4/03/2024	6.12		009030		6.12	
				***	VENDOR TOTALS ***	1	CHECKS		6.12	
00227		GRAINGER								
	C-1510105526	CR: FUSES -AC	E	4/03/2024	252.33CR		008964			
	I-9040059389	SIGNAL SUPPLIES - TRFC	E	4/03/2024	146.28		008964			
	I-9048418975	WATER HEATER PARTS-FD	E	4/03/2024	413.49		008964			
	I-9051315324	HEAT PUMP PARTS - FD	E	4/03/2024	155.99		008964			
	I-9051967165	FUSES FOR MOTOR-AC	E	4/03/2024	252.33		008964			
	I-9052863124	FUSES FOR WATER HEATER-KL	E	4/03/2024	60.60		008964			0 0 2
	I-9053169000	LIGHT SWITCHES PW	E	4/03/2024	185.55		008964			
	I-9054451068	VALVE ACTUATOR - PD	E	4/03/2024	80.21		008964			
	I-9057811888	FAUCET PARTS-PKS	E	4/03/2024	6.70		008964		1,048.82	
				***	VENDOR TOTALS ***	1	CHECKS		1,048.82	
05159		JOHN GUZMAN III								
	I-03/10/24 BOOTS	03/24 BOOTS/SHOES	R	4/01/2024	140.00		247055			
	I-03/13/24 RNWL	03/24 PARAMEDIC RENEWAL	R	4/01/2024	25.00		247055		165.00	
				***	VENDOR TOTALS ***	1	CHECKS		165.00	

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VENDOR	I.D.	NAME	STATUS	CHECK	INVOICE AMOUNT	DISCOUNT	CHECK		CHECK
000691		OMG MIDWEST, INC							
	I-1813109	VOLLEYBALL SAND-HAWKEYE	E	4/03/2024	623.92		008977		
	I-1813282	VOLLEYBALL SAND-HAWKEYE	E	4/03/2024	443.30		008977	1	,067.22
				***	VENDOR TOTALS ***	1	CHECKS		1,067.22
005993		HANDLEY LAW FIRM							
	I-3/21/2024	FEBRUARY 2024 SERVICES - PD	E	4/03/2024	13,350.00		009004	13	3,350.00
				***	VENDOR TOTALS ***	1	CHECKS		13,350.00
001815		HAWKEYE TRUCK EQUIPMENT							
	I-162106	UNIT #106 PARTS	R	4/01/2024	699.00		247056		699.00
				***	VENDOR TOTALS ***	1	CHECKS		699.00
003452		HDR ENGINEERING INC							
	I-1200606155 #15	PAY 15-NW IRVNDLE STRG TANK	R	4/01/2024	30,498.42		247057	30	,498.42
				***	VENDOR TOTALS ***	1	CHECKS		30,498.42
004853		HOLT TIRE SERVICE INC							
	I-224290	UNIT #877 TIRES	E	4/03/2024	129.99		008998		
	I-224493	UNIT #202 PARTS	E	4/03/2024	299.98		008998		429.97
				***	VENDOR TOTALS ***	1	CHECKS		429.97
008906		IMAGE TREND INC							
	I-PS-INV106933	MYEMSCARE MONTHLY FEE	E	4/03/2024	87.50		009014		87.50
				***	VENDOR TOTALS ***	1	CHECKS		87.50
000407		WEBER BATTERY INC							
	I-1925901008431	BATTERIES FOR SD REPLACE-FD	R	4/01/2024	71.40		247058		71.40
				***	VENDOR TOTALS ***	1	CHECKS		71.40
000266		INTERSTATE BATTERY SYSTEM							
	I-907010	UNIT #877 BATTERIES	E	4/03/2024	129.95		008965		129.95
				***	VENDOR TOTALS ***	1	CHECKS		129.95
002156		IOWA BEVERAGE SYSTEMS INC							
	I-W-5041308	ALCOHOL FOR RESALE-OC	R	4/01/2024	692.55		247059		
	I-W-5042279	ALCOHOL FOR RESALE-OC	R	4/01/2024	195.00		247059		887.55
				***	VENDOR TOTALS ***	1	CHECKS		887.55
006315		IOWA DEPT OF INSPECTIONS & APP							
	I-FY24 LICENSE RNWL	FY24 FOOD SFTY LICENSE RNWL-OC	D	3/27/2024	400.00		002465		400.00
				***	VENDOR TOTALS ***	1	CHECKS		400.00

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				CHECK	INVOICE		CHECK	CHECK	CHECK
VENDOR	I.D.	NAME	STATUS	DATE	AMOUNT	DISCOUNT	NO	STATUS	AMOUNT
011992		IOWA DEPT OF INSPECTIONS APPEA							
	I-282462	11/29/23 ANNUAL INSPECTION	R	4/01/2024	225.00		247060		
	I-282463	11/29/23 ANNUAL INSPECTION-KL	R	4/01/2024	225.00		247060		450.00
				***	VENDOR TOTALS ***	:	1 CHECKS		450.00
000269	I-CI-0019970	IOWA DEPT OF TRANSPORTATION	D	4/01/2024	837.40		247061		
		BRACKET/PAINT - TRFC	R						
	I-CI-0020498	AIR METER CALIBRATION - ENG	R R	4/01/2024 4/01/2024	291.00 87.06		247061 247061		
	I-CI-0020506	AIR METER GAUGE - ENG							1 000 50
	I-CI-0020539	TRASH RECEPTACLES- PKS	R	4/01/2024	767.04 VENDOR TOTALS ***	:	247061 1 CHECKS		1,982.50 1,982.50
000743		IOWA MUNICIPAL FINANCE OFFICER							
	I-SPRING 24 CONF-MY	SPRING 2024 CONF-M. YUSKA	R	4/01/2024	175.00		247062		175.00
				***	VENDOR TOTALS ***	:	1 CHECKS		175.00
005407		IOWA MUNICIPALITIES WORKERS'							
	I-INV89534	FY24 411 MED DED FEB	R	4/01/2024	1,904.07		247063		
	I-INV89535	FY24 411 MED DED FEB	R	4/01/2024	12,887.20		247063	1	4,791.27
				***	VENDOR TOTALS ***	:	1 CHECKS		14,791.27
000644		IOWA SIGNAL INC							
	I-5851	REPAIR STREET LIGHT	R	4/01/2024	7,343.50		247064		7,343.50
					VENDOR TOTALS ***	:	1 CHECKS		7,343.50
007827		JEO CONSULTING GROUP INC	_	. / /					
	I-149046 #15	PAY 15-SE3RD ST IMPRVMNTS PH2	E		15,397.25		009007		
	I-149178 #12	PAY 12-TRANSPORTATION MSTR PLN	E	4/03/2024	,		009007	2	8,891.35
				***	VENDOR TOTALS ***	:	1 CHECKS		28,891.35
005535		JETCO INC							
	I-18114	PUMP STATION SERVICE	R	4/01/2024	2,145.36		247065		2,145.36
				***	VENDOR TOTALS ***	:	1 CHECKS		2,145.36
008438		DAVID A JONES							
			E	4/03/2024	15.00		009034		15.00
					VENDOR TOTALS ***				15.00
012052		ANGIE KEARNEY							
	I-3/18/24	MAILBOX REPLACEMENT	R		77.66 VENDOR TOTALS ***		247066 1 CHECKS		77.66 77.66
					ABMOOK TOTALS	-	- CHUCKS		//.00
004783		KELTEK INCORPORATED							
İ	I-10211	ANPD75 KELTEK DOCK	E	4/03/2024	653.69		008996		653.69
				***	VENDOR TOTALS ***	-	1 CHECKS		653.69
Ī									

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VENDOR	I.D.	NAME	STATUS	CHECK	INVOICE AMOUNT	CHECK NO		CHECK
012000		KEY COOPERATIVE 3/12/24 SUP UNL/#2 DSL	E		20,813.74 VENDOR TOTALS ***		20	
000581		MIDWEST MOTOR SUPPLY CO INC SHOP SUPPLIES - CG	E		199.70 VENDOR TOTALS ***	008973 CHECKS		199.70 199.70
011563		SCOTT KINNEY 3/18-3/20/24 TRAINING MEALS	E		51.40 VENDOR TOTALS ***	009040 CHECKS		51.40 51.40
008587	I-2403938.0001	KINZLER CONSTRUCTION SERVICES GARAGE DOOR REPAIR	R		1,103.00 VENDOR TOTALS ***		1	,103.00 1,103.00
007837		DIANE KLEMME 3/13/24 MEAL REIMBURSEMENT	E		20.78 VENDOR TOTALS ***	009032 CHECKS		20.78
011848		DLF USA INC SUN & SHADE MIX - MU	E		664.00 VENDOR TOTALS ***	009024 CHECKS		664.00
		LOGAN CONTRACTORS SUPPLY STREET SUPPLIES - PW	E		116.12 VENDOR TOTALS ***			116.12 116.12
000285		LUBE-TECH & PARTNERS LLC LUBRICANTS - CG	E		3,180.42 VENDOR TOTALS ***	008967 CHECKS		3,180.42 3,180.42
	I-69906A	LUCAS HOLDINGS LLC CIRCULATION MATERIALS-KL CIRCULATION MATERIALS-KL			44.04 1,185.00 VENDOR TOTALS ***	247068 247068 CHECKS		1,229.04
000470		LUMEN 3/12/2024 STATEMENT	E		690.21 VENDOR TOTALS ***	008971 CHECKS		690.21
012049		MACARONI SOUP 03/23/24 FAMILY CONCERT -KL	E		550.00 VENDOR TOTALS ***	009043 CHECKS		550.00

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DATE RANGE: 3/21/2024 THRU 4/03/2	024
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				CHECK	INVOICE	CHECK	CHECK CHECK
ENDOR	1.D.	NAME	STATUS	DATE	AMOUNT	DISCOUNT NO	STATUS AMOUNT
10704		MAINSTAY SYSTEMS OF IOWA LLC					
	I-2117	3/1/24-5/31/24 MONTHLY MAINT	R	4/01/2024	237.00	247069	237.00
				***	VENDOR TOTALS ***	1 CHECKS	237.00
11572		MAINTAINX INC					
	I-ABF34638-0001	1/10/24-1/10/25 MAINTAINX-FD	R	4/01/2024	960.00	247070	960.00
				***	VENDOR TOTALS ***	1 CHECKS	960.00
02207		MANATTS INC					
	I-5126100	2/27/24 C-4WR-C20	E	4/03/2024	1,449.00	008985	
	I-5126344	3/4/24 C-4WR-C20	E	4/03/2024	1,264.00	008985	
	I-5126596	3/7/24 C-4WR-C20	E	4/03/2024	1,422.00	008985	
	I-5126715	3/08/24 C-4WR-C20	E	4/03/2024	1,580.00	008985	
	I-5126857	3/12/24 C-4WR-C20	E	4/03/2024	1,422.00	008985	
	I-5126910	3/13/24 C-4WR-C20	E	4/03/2024	613.00	008985	
	I-5127225	3/18/24 C-4WR-C20	E	4/03/2024	1,975.00	008985	
	I-5127226	3/18/24 C-4WR-C20	E	4/03/2024	820.00	008985	10,545.00
				***	VENDOR TOTALS ***	1 CHECKS	10,545.00
01799		MARTIN MARIETTA MATERIALS, INC					
	I-41813799	RETAINING WALL BEDDING-PKS	R	4/01/2024	321.06	247071	
	I-41825585	2/29/24 1" CLEAN	R	4/01/2024	335.19	247071	
	I-41825586	2/29/24 1" CLEAN	R	4/01/2024	1,347.88	247071	
	I-41890635	3/11/24 1" CLEAN	R	4/01/2024	1,306.71	247071	3,310.84
				***	VENDOR TOTALS ***	1 CHECKS	3,310.84
09346		MARY'S CLEANING CARE INC					
	I-33729	MARCH CLEANINGS - CH	R	4/01/2024	829.00	247072	
	I-33731	03/2024 CLEANINGS - KL	R	4/01/2024	7,845.00	247072	8,674.00
				***	VENDOR TOTALS ***	1 CHECKS	8,674.00
04747		MENARDS					
	I-62	ACRYLIC SHEET -PKS	R	4/01/2024	17.48	247073	
	I-64	CONCRETE/JMPR CABLES - MU				247073	
	I-78	LUMBER - PW		4/01/2024		247073	
	I-95	MENDING PLATE- PKS				247073	
		WALL PANELS - MU				247073	
		PIN/DRILLBITS - TRFC			10.69	247073	
		FLEX BIT - PKS			29.97	247073	
		T-POST/PVC - MU			106.75	247073	
	I-99436				87.50	247073	
		CLEANER/GLOVES - MU			118.74	247073	
		TWLS/TUBING/PIPE HNGR-MU		4/01/2024		247073	
			R	4/01/2024		247073	
	I-99529	SAW BLADE - MU	- 1				
	I-99529 I-99647 3/04/24	SAW BLADE - MU SIGNAL SUPPLIES - TRFC	R		568.86	247073	
		SIGNAL SUPPLIES - TRFC	R	4/01/2024		247073 247073	
	I-99647 3/04/24		R R	4/01/2024	107.66		

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VENDOR SET: 01 City of Ankeny

I-27448

QUARTERLY AIR TEST

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DATE RANGE: 3/21/2024 THRU 4/03/2024

CHECK INVOICE CHECK CHECK CHECK AMOUNT DISCOUNT NO STATUS AMOUNT DATE VENDOR I.D. NAME STATUS I-99671 STREET SUPPLIES - PW R 4/01/2024 90.18 247073 I-99700 CLEANER/COFFEE/TP/SCOUR PAD-MU R 4/01/2024 77.79 247073 I-99709 DROP CLOTH/SWIFFER DUSTER-KL R 4/01/2024 49.82 247073 I-99832 TARP - STREETS R 4/01/2024 51.99 247073 I-99857 PAPER/PAIL/BRUSH/BULK-KL R 4/01/2024 86.67 247073 I-99976 3/12/24 BOLT SNAP - TRFC R 4/01/2024 11.56 247073 I-99978 CONCRETE CRACK SEAL-PRAC R 4/01/2024 88.77 247073 I-99980 HOSE CLAMP - CFAC R 4/01/2024 18.24 247073 2,101.23 *** VENDOR TOTALS *** 1 CHECKS 2,101.23 007664 MERCYONE ANKENY PHARMACY I-3/14/2024 EMS PHARMACY - FD R 4/01/2024 385.12 247074 385.12 *** VENDOR TOTALS *** 385.12 1 CHECKS 001931 METRO WASTE AUTHORITY I-32149887 03/2024 CONSTRUCTION 4/03/2024 243.20 008982 E 468.54 I-32150067 03/2024 COMMERCIAL E 4/03/2024 008982 I-32150237 03/2024 COMMERCIAL 4/03/2024 431.68 008982 I-32150578 03/2024 CONSTRUCTION E 4/03/2024 98.80 008982 95.76 03/2024 CONSTRUCTION I-32150654 E 4/03/2024 008982 I-32150746 03/2024 CONSTRUCTION 4/03/2024 100.70 008982 I-32150897 03/2024 COMMERCIAL E 4/03/2024 445.36 008982 03/2024 COMMERCIAL E 4/03/2024 I-32151138 426.74 008982 03/2024 COMMERCIAL E 4/03/2024 I-32151211 565.06 008982 I-32151305 03/2024 COMMERCIAL E 4/03/2024 459.04 008982 I-32151448 03/2024 COMMERCIAL 4/03/2024 616.74 008982 3,951.62 *** VENDOR TOTALS *** 1 CHECKS 3,951.62 000271 MIDAMERICAN ENERGY COMPANY 8.00 I-548312120 1/08/24 STATEMENT E 4/03/2024 008966 3/07/24 STATEMENT E 4/03/2024 10.00 I-550532163 008966 3/07/24 STATEMENT E 4/03/2024 008966 I-550534740 29.87 I-FY24#10 1695158009 3/14/2024 STATEMENT E 4/03/2024 100,513.89 008966 100,561.76 *** VENDOR TOTALS *** 1 CHECKS 100,561.76 008058 CTB MIDWEST INC PARTS - OCM E 4/03/2024 I-1834226 RI 108.59 009009 I-1834403 RI UNIT #860 PARTS -OCM E 4/03/2024 129.76 009009 I-1834541 RI PARTS - OCM E 4/03/2024 18.00 009009 UNIT #810 PARTS - OCM I-1834909 RI E 4/03/2024 26.89 009009 283.24 *** VENDOR TOTALS *** 1 CHECKS 283.24 002765 MIDWEST BREATHING AIR LLC

E 4/03/2024

1,309.58

*** VENDOR TOTALS ***

008991

1 CHECKS

1,309.58

1,309.58

A/P HISTORY CHECK REPORT

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VENDOR SET: 01 City of Ankeny

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VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	CHECK DISCOUNT NO	CHECK CHECK STATUS AMOUNT
000945	I-3610066-00	MIDWEST WHEEL COMPANIES SHOP SUPPLIES - CG	R	4/01/2024	60.24 VENDOR TOTALS ***	247075 1 CHECKS	60.24 60.24
1	I-000202403270863	BAIR, NATHANIEL US REFUND	R	4/01/2024	76.20	246975	76.20
1		BALDWIN, EMME US REFUND	R	4/01/2024	57.15	246976	57.15
1		BEARDSLEY, IAN US REFUND	R	4/01/2024	71.71	246977	71.71
1		BOESEN, ZACHERY US REFUND	R	4/01/2024	96.22	246978	96.22
1	I-000202403270845	BREEDEN, ROBERT US REFUND	R	4/01/2024	52.61	246979	52.61
1	I-000202403270866	CLARKSON CORPORATION US REFUND	R	4/01/2024	98.63	246980	98.63
1		CLEMENTS, MCKENZIE US REFUND	R	4/01/2024	41.28	246981	41.28
1		CLOSE, KADEN US REFUND	R	4/01/2024	100.00	246982	100.00
1	I-000202403270857	COUCH, LANCE US REFUND	R	4/01/2024	150.00	246983	150.00
1	I-000202403270868	ERRTHUM, AUSTIN US REFUND	R	4/01/2024	85.45	246984	85.45
1	I-000202403270856	FRANZEN, RHETT US REFUND	R	4/01/2024	16.73	246985	16.73
1	I-000202403270860	FURST, BEN US REFUND	R	4/01/2024	50.54	246986	50.54
1	I-000202403270841	GINGERY, NICK US REFUND	R	4/01/2024	49.99	246987	49.99

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VENDOR SET: 01 City of Ankeny

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VENDOR	I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK NO	CHECK	CHECK
1	I-000202403270872	HAMPTON, BEAU US REFUND	R	4/01/2024	98.82		246988		98.82
1	I-000202403270865	HANNA, EMILY US REFUND	R	4/01/2024	90.74		246989		90.74
1	I-000202403270850	HARVEST RIDGE BUILDE US REFUND	R	4/01/2024	3,911.99		246990	3	,911.99
1	I-000202403270851	KOFA, SHELBY US REFUND	R	4/01/2024	28.70		246991		28.70
1	I-000202403270855	LAWLER, JULIE US REFUND	R	4/01/2024	93.20		246992		93.20
1	I-000202403270854	MEYER, MONICA US REFUND	R	4/01/2024	60.84		246993		60.84
1	I-000202403270853	MULBROOK, RICHARD US REFUND	R	4/01/2024	94.72		246994		94.72
1		MYERS, ALAINA M US REFUND	R	4/01/2024	49.28		246995		49.28
1	I-000202403270873	NGUYEN, THI US REFUND	R	4/01/2024	95.66		246996		95.66
1	I-000202403270848	POCERNIK, MICHELLE US REFUND	R	4/01/2024	44.68		246997		44.68
1	I-000202403270864	SANDERSON, CONSTANCE US REFUND	R	4/01/2024	100.00		246998		100.00
1	I-000202403270871	SELLERS, MIKE US REFUND	R	4/01/2024	36.31		246999		36.31
1	I-000202403270844	SHELLEDY, JOSHUA US REFUND	R	4/01/2024	34.10		247000		34.10
1	I-000202403270870	SNOW, DEANNA US REFUND	R	4/01/2024	100.00		247001		100.00
1	I-000202403270861	STANTON, ROBERT III US REFUND	R	4/01/2024	53.20		247002		53.20

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VENDOR	I.D.	NAME	STATUS	CHECK	INVOICE AMOUNT	CHECK DISCOUNT NO	CHECK CHECK STATUS AMOUNT
1		STRIPE, ALEXA					
	I-000202403270846	US REFUND	R	4/01/2024	57.90	247003	57.90
1	I-000202403270842	STURGEON, DEAN & JES US REFUND	R	4/01/2024	50.19	247004	50.19
1	I-000202403270849	SUNTKEN, MOLLY US REFUND	R	4/01/2024	60.55	247005	60.55
1	I-000202403270862	VALDEZ, RAE ANN US REFUND	R	4/01/2024	27.33	247006	27.33
1	I-000202403270847	YEPEZ GOMEZ, MARCO US REFUND	R	4/01/2024	54.51 VENDOR TOTALS ***	247007 33 CHECKS	54.51 6,089.23
012057		HEATHER MORAN			VENDOR TOTALS ***	33 CHECKS	0,089.23
	I-03/25/24	MAILBOX REPLACEMENT EXPENSES	R	4/01/2024	37.03 VENDOR TOTALS ***	247076 1 CHECKS	37.03 37.03
006447		MSA PROFESSIONAL SERVICES INC					
	I-003054 #1	PAY 1-SW WALNUT/ORDNCE WTRMN	R		37,871.38 VENDOR TOTALS ***	247077 1 CHECKS	37,871.38 37,871.38
006750		MUNICIPAL PIPE TOOL					
	I-34315	REPAIR KIT - MU	R	4/01/2024	511.74 VENDOR TOTALS ***	247078 1 CHECKS	511.74 511.74
000350		MUNICIPAL SUPPLY INC					
	I-0901516-IN	DISTRIBUTION PARTS - MU	R	4/01/2024	1,537.50	247079	
	I-0901717-IN	DISTRIBUTION PARTS - MU	R	4/01/2024	238.14 VENDOR TOTALS ***	247079 1 CHECKS	1,775.64 1,775.64
003057		NAPA AUTO PARTS					
	C-2986-734555	CR: FILTERS/CORE - CG	R	4/01/2024	283.72CR	247080	
	C-2986-734729	CR: #63 #69 CORE DEPOSIT	R	4/01/2024	132.00CR	247080	
	I-2986-734230	UNIT #99 PARTS	R	4/01/2024	17.58	247080	
	I-2986-734248	FUEL FILTER/OIL FILTER - CG	R	4/01/2024	76.42	247080	
	I-2986-734400	UNIT #84 BRAKE PADS	R	4/01/2024	178.96	247080	
	I-2986-734414	SHOP SUPPLIES - CG	R	4/01/2024	24.99	247080	
	I-2986-734416	SHOP SUPPLIES - CG	R	4/01/2024	105.84	247080	
	I-2986-734480	CAPSULES - FS#2	R	4/01/2024	38.48	247080	
	I-2986-734489	UNIT #238 PARTS	R	4/01/2024	223.72	247080	
	I-2986-734502	UNIT #106 PARTS	R	4/01/2024	12.49	247080	
	I-2986-734517	DIESEL EXHAUST FLUID - MU	R	4/01/2024	49.98	247080	
	I-2986-734527	OIL FILTERS - CG	R	4/01/2024	81.60	247080	
	I-2986-734589	UNIT #237 PARTS	R	4/01/2024	10.98	247080	
	I-2986-734636	NON-DETER -OCM	R	4/01/2024	15.98	247080	

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				CHECK	INVOICE		CHECK	CHECK	CHECK
VENDOR	I.D.	NAME	STATUS	DATE	AMOUNT	DISCOUNT	NO	STATUS	AMOUNT
	I-2986-734649	UNIT #69 PARTS	R	4/01/2024	394.97		247080		
	I-2986-734664	UNIT #877 SPARK PLUG	R	4/01/2024	6.36		247080		
	I-2986-734725	UNIT #63 PARTS	R	4/01/2024	394.97		247080		
	I-2986-734778	DRY OIL - FD	R	4/01/2024	391.23		247080		
	I-2986-734890	OIL FILTER - CG	R	4/01/2024	33.76		247080		
	I-2986-735050	UNIT #920 PARTS	R	4/01/2024	299.98		247080		
	I-2986-735071	BRAKE CLEAN/OIL - MU	R	4/01/2024	66.70		247080		
	I-2986-735074	UNIT 815/818/877 FILTERS/PLUGS	R	4/01/2024	24.60		247080		
	I-2986-735087	AIR/OIL FILTER - CG	R	4/01/2024	166.37		247080		
	I-2986-735127	SHOP SUPPLIES - CG	R	4/01/2024	23.99		247080		2,224.23
				***	VENDOR TOTALS ***		1 CHECKS		2,224.23
009284		JERRY'S TRANSMISSION SERVICE I							
	I-0042560	UNIT #114 PARTS	E	4/03/2024	57.70		009016		57.70
				***	VENDOR TOTALS ***		1 CHECKS		57.70
003727		ODP BUSINESS SOLUTIONS, LLC							
	I-357018879001	BREAK ROOM SUPPLIES - PSB	R	4/01/2024	34.29		247081		
	I-357020510001	PAPER TOWELS - PSB	R	4/01/2024	29.89		247081		
	I-359441936001	OFFICE SUPPLIES - CH	R	4/01/2024	75.78		247081		139.96
				***	VENDOR TOTALS ***		1 CHECKS		139.96
010076		OLSSON, INC							
	I-490177 #3	PAY 3-FIBER OPTIC NTWRK UPGRDE	R	4/01/2024	109,620.76		247082	10	19,620.76
				***	VENDOR TOTALS ***		1 CHECKS		109,620.76
012058		OSCAR HEALTH, INC							
	I-AFD32670	REFUND - FD	R	4/01/2024	685.44		247083		685.44
				***	VENDOR TOTALS ***		1 CHECKS		685.44
007878		OVERDRIVE INC							
	I-06497CO24047726	MULTIMEDIA -KL	E	4/03/2024	746.92		009008		
	I-06497C024048067	MULTIMEDIA - KL	E	4/03/2024	374.94		009008		
	I-06497CO24051487	MULTIMEDIA -KL	E	4/03/2024	110.97		009008		
	I-06497C024051977	MULTIMEDIA-KL	Ε	4/03/2024	10.17		009008		
	I-06497CO24082070	MULTIMEDIA - KL	E	4/03/2024	980.42		009008		
	I-06497C024088307	MULTIMEDIA - KL	E	4/03/2024	883.29		009008		
	I-06497DA24053446	MULTIMEDIA - KL	E	4/03/2024	51.00		009008		
	I-06497DA24071825	MULTIMEDIA -KL	Ε	4/03/2024	38.00		009008		3,195.71
				***	VENDOR TOTALS ***		1 CHECKS		3,195.71
002191		PC PRINT CENTER							
	I-031524-WAT	EMPLOYEE MEMOS - MU	R	4/01/2024	111.20		247084		111.20
				***	VENDOR TOTALS ***		1 CHECKS		111.20

BANK: APFNB FIRST NATIONAL BANK AMES

				CHECK	INVOICE		CHECK	CHECK	CHECK
VENDOR	I.D.	NAME	STATUS	DATE	AMOUNT	DISCOUNT	NO	STATUS	AMOUNT
009158		PERFORMANCE FOODSERVICE - THOM	1						
	C-7536424	CR: FOOD FOR RESALE -OC	R	4/01/2024	74.77CR		247085		
	I-7532846	FOOD FOR RESALE - OC	R	4/01/2024	524.99		247085		
	I-7535060	FOOD FOR RESALE - OC	R	4/01/2024	74.77		247085		524.99
				***	VENDOR TOTALS ***		1 CHECKS		524.99
000384		PITNEY BOWES INC							
	I-1024950913	12/31/23-03/30/24 RENTAL-P&R	E	4/03/2024	156.00		008969		156.00
				***	VENDOR TOTALS ***		1 CHECKS		156.00
011708		PLAYAWAY PRODUCTS LLC							
	I-456310	MULTIMEDIA - KL	E	4/03/2024	832.37		009023		832.37
				***	VENDOR TOTALS ***		1 CHECKS		832.37
000671		PLUMB SUPPLY COMPANY - DM							
	I-S100300634.001	PIPE REPAIR PARTS-CFAC	R	4/01/2024	321.48		247086		
	I-S100300634.002	PIPE REPAIR PARTS -CFAC	R	4/01/2024	29.56		247086		
	I-S100302916.001	CLO KIT/URINAL/SPUDS - PRSC	R	4/01/2024	526.13		247086		877.17
				***	VENDOR TOTALS ***		1 CHECKS		877.17
002794		POLK COUNTY AVIATION AUTH							
	I-400	TAX LEVY FOR 2023-2024 #2	E	4/03/2024	351,464.02		008992	35	1,464.02
				***	VENDOR TOTALS ***		1 CHECKS		351,464.02
005641		POLK COUNTY EXTENSION AND OUTR	-						
	I-04/10/2024	04/10/24 ORNMNTL/TURF - AD	R	4/01/2024	45.00		247087		45.00
				***	VENDOR TOTALS ***		1 CHECKS		45.00
000387		POLK COUNTY RECORDER							
	I-03/08/2024	OREDER 5878/250 IMAGE INVOICE	R	4/01/2024	5.00		247088		
	I-3/19/2024	ANNEXATION NC24-03	R	4/01/2024	622.00		247088		627.00
				***	VENDOR TOTALS ***		1 CHECKS		627.00
009386		POMP'S TIRE SERVICE, INC							
	C-1400137101	CR: #120 #277 PARTS	E	4/03/2024	260.00CR		009017		
	I-1400132740	UNIT #82 REPAIRS	E	4/03/2024	42.40		009017		
	I-1400136105	TIRES - BOAT TRAILER	E	4/03/2024	97.82		009017		
	I-1400136469	#120 STEER TIRES	E	4/03/2024	1,140.84		009017		
	I-1400136548	UNIT #120 REPAIRS	E	4/03/2024	312.44 VENDOR TOTALS ***		009017 1 CHECKS		1,333.50 1,333.50
				^^^	VENDOR TOTALS ^^^		I CHECKS		1,333.50
002713		PROTEX CENTRAL INC							
	I-150273	FE INSPECTION - PD		4/01/2024			247089		
	I-150316	FE REPAIRS - FS#3		4/01/2024			247089		
	I-150317	FE REPAIRS - FS#2	R	4/01/2024			247089		
	I-150318	FE REPAIRS - FS#1	R	4/01/2024			247089		1,623.24
ì				***	VENDOR TOTALS ***		1 CHECKS		1,623.24

BANK: APFNB FIRST NATIONAL BANK AMES

				CHECK	INVOICE		CHECK	CHECK	CHECK
VENDOR	I.D.	NAME	STATUS	DATE	AMOUNT	DISCOUNT	NO	STATUS	AMOUNT
005151		JULS DESIGN INC							
	I-12246	DESIGN/PHOTOGRAPHY - COMM	E	4/03/2024	429.97		009001		429.97
				***	VENDOR TOTALS ***		1 CHECKS		429.97
006757		QUALITY STRIPING INC							
	I-8343	AWSC MARKINGS	E	4/03/2024	2,380.55		009006		2,380.55
				***	VENDOR TOTALS ***		1 CHECKS		2,380.55
000344		QUICK SUPPLY CO							
	I-QSC179286	ENVIRONET - MU	E		360.00		008968		360.00
				***	VENDOR TOTALS ***		1 CHECKS		360.00
003960		RDG IA INC							
	I-56472 #15	PAY 15-4M CRK TRIB 4M CRK RSTR	R						3,727.75
				***	VENDOR TOTALS ***		1 CHECKS		3,727.75
000587		RED WING SHOE STORE							
	I-20240307089893	BOOTS - HULSEBUS	Ε		140.00		008974		140.00
				***	VENDOR TOTALS ***		1 CHECKS		140.00
011633		KAREN ROSE							
	I-01/24-02/24SALSA	01/24-02/24 SALSA DANCE CLASS	E	4/03/2024	1,134.00		009041		1,134.00
				***	VENDOR TOTALS ***		1 CHECKS		1,134.00
006366		ROTELLA'S ITALIAN BAKERY INC							
	I-A37191	FOOD FOR RESALE-OC	E	4/03/2024	33.40		009005		
	I-A38134	FOOD FOR RESALE-OC	E		31.20		009005		64.60
				***	VENDOR TOTALS ***		1 CHECKS		64.60
006346		SCHINDLER ELEVATOR CORP							
	I-8106518510	4/1/24-3/31/25 ANNUAL BILL-FD	R						1,197.72
				***	VENDOR TOTALS ***		1 CHECKS		1,197.72
008649		RACHEL SCHMIDT							
	I-02/02/24-02/04/24	2/2-2/4/24 NREMT REIMBSMNT	Е		75.00		009035		75.00
				***	VENDOR TOTALS ***		1 CHECKS		75.00
010375		MICHAEL SCHROCK							
	I-03/2024 FITNESS	01/24-02/24 FITNESS	Ε		29.97		009039		29.97
				***	VENDOR TOTALS ***		1 CHECKS		29.97
012054		TODD SHAFER							
	I-3/21/24	STORMWATER BMP REIMBURSEMENT	R				247092		65.95
i				***	VENDOR TOTALS ***		1 CHECKS		65.95

BANK: APFNB FIRST NATIONAL BANK AMES

VENDOR	I.D.	NAME	STATUS	CHECK	INVOICE AMOUNT	DISCOUNT		CHECK	CHECK
008471		SHIVE-HATTERY INC							
	I-4185992-41 #39	PAY 39-ANKENY SENIOR CENTER	E				009010		1,915.15
				***	VENDOR TOTALS ***]	CHECKS		1,915.15
009560		KJ SIGNS LLC							
	I-INV-11175FINAL	FY24 HAWKEYE SIGN	R	4/01/2024	749.56		247093		
	I-INV-11261	NATIVE VEGETATION SIGNS	R	4/01/2024	1,981.10		247093		2,730.66
Ī				***	VENDOR TOTALS ***	1	CHECKS		2,730.66
000990		SNYDER & ASSOCIATES INC							
	I-119.0975.01B #19	PAY 19-NW NTHLWN UTLTY IMP PH2	E	4/03/2024	3,107.81		008978		
	I-119.0975.01C #7	PAY 7-NTHLWN UTLTY IMP PH3	E	4/03/2024	10,464.42		008978		
	I-120.1113.01 #37	PAY 37-HTT TRNSMSN MN/DRNG IMP	E	4/03/2024	7,080.25		008978		
	I-121.0695.01 #32	PAY 32-NE DLWRE RECON/5TH-18TH	E	4/03/2024	9,356.80		008978		
	I-123.0251.01 #10	PAY 10-SE DEL /54TH TRFC SGNL	E	4/03/2024	7,197.71		008978		
	I-123.0584.01 #6	PAY 6-N ANK BVD/1ST TO 11TH	E	4/03/2024	133,756.25		008978		
	I-123.0680.01 #11	PAY 11-S ANK BVD/PETERSON/1ST	E	4/03/2024	24,609.32		008978		
	I-124.0171.01 #2	PAY 2-WATERCREST PARK	E	4/03/2024	12,055.60		008978	20	7,628.16
				***	VENDOR TOTALS ***	1	CHECKS		207,628.16
002339		STAPLES CONTRACT & COMMERCIAL							
	I-3560630625	LAMINATING POUCHES/TAPE - PW	R	4/01/2024	84.26		247094		84.26
				***	VENDOR TOTALS ***	1	CHECKS		84.26
000474		STATE HYGIENIC LABORATORY AR							
	I-273831	2/29/24 TESTING - MU	E	4/03/2024	254.50		008972		254.50
				***	VENDOR TOTALS ***	1	CHECKS		254.50
002474		STATE STEEL OF DES MOINES							
	I-DM552049	WINTER SUPPLIES - PW	R	4/01/2024	240.00		247095		240.00
				***	VENDOR TOTALS ***	1	CHECKS		240.00
003339		STREICHER'S							
	I-I1686127	RANGE SUPPLIES - PD	R	4/01/2024	124.99		247096		
	I-I1687095	LINDELL BALLISTIC VEST	R	4/01/2024	1,193.00		247096		1,317.99
				***	VENDOR TOTALS ***	1	CHECKS		1,317.99
009409		FCH LLC							
	I-615680	STEMEXTRVAGANZA CAMP	E	4/03/2024	1,080.00		009018		1,080.00
				***	VENDOR TOTALS ***	1	CHECKS		1,080.00
000124		SYSCO IOWA INC							
	I-339455335	FOOD FOR RESALE - OC	R	4/01/2024	508.87		247097		508.87
				***	VENDOR TOTALS ***	1	CHECKS		508.87

BANK: APFNB FIRST NATIONAL BANK AMES

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
010068		T-MOBILE USA INC							
	I-2/21/2024	1/21/24-2/20/24 STATEMENT	R		1,049.59 VENDOR TOTALS ***		247098 L CHECKS		1,049.59 1,049.59
002405		TEAMVIEWER GMBH							
	I-R02922237	TEAMVIEWER TENSOR RENEWAL	R		9,000.00 VENDOR TOTALS ***		247099 L CHECKS		9,000.00
009917		JACOB TETER							
	I-03/2024 BOOTS	3/19/24 BOOT REIMBURSEMENT	E		88.11 VENDOR TOTALS ***		009038 L CHECKS		88.11 88.11
008966		THE BUSINESS LETTER INC							
	I-76775	NON MOVING TRAFFIC VIO	R		2,841.46 VENDOR TOTALS ***		247100 L CHECKS		2,841.46
012053		ELAINE THOMPSON							
	I-3/07/24	MAILBOX REPLACEMENT	R		99.99 VENDOR TOTALS ***		247101 L CHECKS		99.99 99.99
006441		TITAN MACHINERY INC							
	I-PS0239499-1	UNIT #204 PARTS	R	4/01/2024			247102		500.80
				^^^	VENDOR TOTALS ***		L CHECKS		500.80
010188		TODAY'S BUSINESS SOLUTIONS, IN							
	I-16058	05/14/24-05/13/25 RENEWAL-KL	R		2,975.60 VENDOR TOTALS ***		247103 L CHECKS		2,975.60 2,975.60
000657		TRAFFIC AND TRANSPORTATION							
	I-245019	UPS-SE DELAWARE AVE	E		39,000.00 VENDOR TOTALS ***				39,000.00
000740		TRIPLETT COMPANIES							
	I-450180-0	BUSINESS CARDS- RH	R	4/01/2024	89.00 VENDOR TOTALS ***		247104 L CHECKS		89.00 89.00
011455		TRIVISTA COMPANIES INC							
	I-XA100027628:01		R	4/01/2024	365.07		247105		365.07
				***	VENDOR TOTALS ***	1	L CHECKS		365.07
000966		U S BANK							
	I-02/24 P-CARD STMT	U S BANK	D		45,607.92 VENDOR TOTALS ***				5,607.92 45,607.92

BANK: APFNB FIRST NATIONAL BANK AMES

DATE RANGE: 3/21/2024 THRU 4/03/2024

VENDOR	I.D.	NAME	STATUS	CHECK	INVOICE AMOUNT	DISCOUNT	CHECK	CHECK STATUS	CHECK
006209		ULINE INC							
	I-175549576	TACK MATS - PD	R	4/01/2024	179.95 VENDOR TOTALS ***	1	247106 CHECKS		179.95 179.95
010036		USCC SERVICES LLC							
	I-0638838146	03/02/2024 STATEMENT KL	R	4/01/2024	719.65 VENDOR TOTALS ***	1	247107 CHECKS		719.65 719.65
005012		VAN-WALL EQUIPMENT INC							
	C-6157617	CR: BUSHING	E	4/03/2024	27.36CR		009000		
	C-6157618	CR: BUSHINGS -OCM	E	4/03/2024	27.36CR		009000		
	I-6154484	LATCHES - PRSC	E	4/03/2024	45.96		009000		
	I-6155247	UNIT #651 PARTS	E	4/03/2024	88.46		009000		
	I-6156904	UNIT #811 SUPPORT OCM	E	4/03/2024	223.99		009000		
	I-6157612	BUSHING - OCM	E	4/03/2024	27.36		009000		
	I-6157615	BUSHINGS - OCM	E	4/03/2024	27.36		009000		
	I-6157620	UNIT #811 BUSHING	E	4/03/2024	27.36		009000		
	I-6162212	AIR FILTER/SPARK PLUGS - FD	E	4/03/2024	67.90		009000		
	I-6163975	SPARK PLUGS - FD	E	4/03/2024	13.96		009000		
	I-6164072	CHAINSAW BAR - PKS	E	4/03/2024	95.99		009000		
	I-6165749	UNIT #653 PARTS	E	4/03/2024	67.91		009000		631.53
					VENDOR TOTALS ***	1	CHECKS		631.53
002569		WASTE CONNECTIONS INC							
	I-3628321T071	02/2024 WASTE SERVICES-PRSC	R	4/01/2024	80.56		247108		
	I-3641715T071	3/1-3/31/24 SVCS - FS#2	R	4/01/2024	63.25		247108		
	I-3641716T071	3/1-3/31/24 SVCS - FS#1/ACC	R	4/01/2024	276.34		247108		
	I-3641717T071	3/1-3/31/24 SVCS - FS#3	R	4/01/2024	63.25		247108		
	I-3641718T071	03/2024 WASTE SVCS -KL	R	4/01/2024	102.58		247108		
	I-3641719T071	02/08/24 WASTE SVCS - OC	R	4/01/2024	80.56		247108		
	I-3641720T071	03/2024 WASTE SVCS-KL	R	4/01/2024	47.41		247108		
	I-3641721T071	3/1-3/31/24 SVCS - MAINT FAC	R	4/01/2024	292.32		247108		
	I-3641722T071	03/2024 WASTE SVCS-PKS MNT	R	4/01/2024			247108		
	I-3641723T071	3/1-3/31/24 SVCS - PD		4/01/2024			247108		
	I-3641725T071	3/1-3/31/24 SVCS - PSB					247108		
		3/1-3/31/24 SVCS - WASTEWATER					247108	1	,500.63
					VENDOR TOTALS ***		CHECKS		1,500.63
002804		WATER ENVIRONMENT FEDERATION							
	I-FY24 01815201	FY24 WEF RENEWAL-MCFARLAND	R	4/01/2024	95.00		247109		95.00
			-		VENDOR TOTALS ***		CHECKS		95.00
012043		WAUSAU EQUIPMENT COMPANY LLC							
	I-8912984	WINTER SUPPLIES - PW	E	4/03/2024	818.75		009028		818.75
		 	_		VENDOR TOTALS ***		CHECKS		818.75
						-			010.70

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BANK: APFNB FIRST NATIONAL BANK AMES

					CHECK	INVOICE	CHECK	CHECK	CHECK
VENDOR	I.D.	NAME		STATUS	DATE	AMOUNT	DISCOUNT NO	STATUS	AMOUNT
007822		WEE'S TEES LLC							
	I-16867	SLP CINCH BAGS-K	L	R	4/01/2024	2,436.00	247110		
	I-16878	STAFF SLP SHIRTS	-KL	R	4/01/2024	451.18	247110	2,	887.18
					***	VENDOR TOTALS ***	1 CHECKS		2,887.18
004122		ADAM WHISLER							
	I-3/16/2024	PARAMEDIC LICENS	E RENEWAL	E	4/03/2024	25.00	008994		25.00
					***	VENDOR TOTALS ***	1 CHECKS		25.00
008820		SIOUXLAND TURF P	RODUCTS INC						
	I-189305	PRE EMERGENT FER	TILIZER	E	4/03/2024	4,000.00	009013	4,	000.00
					***	VENDOR TOTALS ***	1 CHECKS		4,000.00
* *	TOTALS * *		NO			INVOICE AMOUNT	DISCOUNTS	CHECK	AMOUNT
REC	GULAR CHECKS:	1	36			1,041,738.41	0.00	1,041,	738.41
	HAND CHECKS:		0			0.00	0.00		0.00
	DRAFTS:		2			46,007.92	0.00	46,	007.92
	EFT:		83			882,694.56	0.00	882,	694.56
	NON CHECKS:		0			0.00	0.00		0.00
	VOID CHECKS:		0 VOID DEBITS	S	0.00				
			VOID CREDIT	TS	0.00	0.00	0.00		
TOTAL E	ERRORS: 0								
			NO			INVOICE AMOUNT	DISCOUNTS	CHECK	AMOUNT
VENDO	OR SET: 01 BANK: AP	FNB TOTALS: 2	21			1,970,440.89	0.00	1,970,	440.89
BANK:	: APFNB TOTALS:	2	21			1,970,440.89	0.00	1,970,	440.89
REPOR	RT TOTALS:	2	21			1,970,440.89	0.00	1,970,	440.89

3/28/2024 10:37 AM A/P HISTORY CHECK REPORT PAGE: 28

SELECTION CRITERIA

VENDOR SET: 01-City of Ankeny

VENDOR: ALL

BANK CODES: Include: APFNB

FUNDS: All

CHECK SELECTION

CHECK RANGE: 000000 THRU 999999

DATE RANGE: 3/21/2024 THRU 4/03/2024

CHECK AMOUNT RANGE: 0.00 THRU 999,999,999.99

INCLUDE ALL VOIDS: YES

11mo2. 0.00 1mo 333/333/333.33

PRINT OPTIONS

SEQUENCE: VENDOR SORT KEY

PRINT G/L: NO
UNPOSTED ONLY: NO
EXCLUDE UNPOSTED: NO
MANUAL ONLY: NO
STUB COMMENTS: NO

PRINT TRANSACTIONS: YES

REPORT FOOTER: NO
CHECK STATUS: NO
PRINT STATUS: * - All



ANKENY CITY COUNCIL

City Council Agenda

April 1, 2024 5:30 PM

Mark Holm, Mayor Bobbi Bentz, Mayor Pro tem

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

ORIGINATING DEPARTMENT: Planning and Building	COUNCIL GOAL: Ensure Economic Vitality
ACTION REQUESTED: Resolution	
LEGAL:	
SUB. Consider motion to adopt RESOLUTION accepting control, performance and maintenance bonds for pub Kimberley Villas Plat 1.	

EXECUTIVE SUMMARY:

Kimberley Villas Plat 1 is an approximate 8.18 acre (+/-) final plat located north of NE 54th Street and west of Interstate-35. The subject plat contains 93 townhome lots that range from 4-plex to 6-plex unit layouts. Outlots for stormwater detention, landscape buffering, and streets that will be privately owned and maintained are included with the development.

FISCAL IMPACT: No

CITY MANAGER'S RECOMMENDATIONS:

Approve and accept resolution.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

The Plan & Zoning Commission recommended approval of the final plat on December 5, 2023.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download

Resolution

P&Z Commission Minutes

Final Plat

Staff Report

□ Map

<u>Applicant Letter</u>

WHEN RECORDED RETURN TO:

City of Ankeny, City Clerk 410 W 1st Street Ankeny, IA 50023

Preparer Information: Bryan Morrissey, City of Ankeny, Iowa, 1210 NW Prairie Ridge Drive, Ankeny, IA 50023

Phone: (515) 963-3551

RESOLUTION

RESOLUTION ACCEPTING FINAL PLAT, LETTER OF CREDIT FOR SEEDING AND EROSION CONTROL, PERFORMANCE AND MAINTENANCE BONDS FOR PUBLIC IMPROVEMENTS, AND PLATTED EASEMENTS FOR KIMBERLEY VILLAS PLAT 1

WHEREAS, the Plan and Zoning Commission of the City of Ankeny, Iowa, recommended City Council approval of the final plat for Kimberley Villas Plat 1 on the 5th day of December, 2023; and

WHEREAS, the attorney's title opinion, letter of credit for seeding and erosion control, performance and maintenance bonds for public improvements, and platted easements have been submitted and accepted by the City Engineer and Director of Community Development of the City of Ankeny, Iowa.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa:

- 1. That the final plat for Kimberley Villas Plat 1 is hereby approved; and
- 2. That the letter of credit for seeding and erosion control are hereby accepted; and
- That the performance and maintenance bonds for water main and sanitary sewer are hereby accepted; and
- 4. That the public water main easement, public sanitary sewer and ingress/egress easement, public utility easement, storm water management facility maintenance covenant and permanent easement agreement, offsite public water main easement, and offsite public sanitary sewer easement are hereby accepted.

PASSED AND APPROVED this 1st day of April, 2024.

	CITY OF ANKENY, IOWA
	Mark E. Holm, Mayor
ATTEST:	
Michelle Yuska, City Clerk	

Meeting Minutes

Plan & Zoning Commission Meeting

Tuesday, December 5, 2023

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

CALL TO ORDER

In the absence of Chair Ted Rapp and Vice Chair Glenn Hunter, Trina Flack served as Chair Pro tem and called the December 5, 2023 meeting of the Plan & Zoning Commission to order at 6:27 p.m.

ROLL CALL

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

AMENDMENTS TO THE AGENDA

Motion by T.Ripper to approve and accept the December 5, 2023 agenda without amendments. Second by A.Renaud. All voted aye. Motion carried 4 - 0.

CONSENT AGENDA ITEMS

Item #2. Kimberley Villas Plat 1 Final Plat

Motion to recommend City Council approval of the Kimberley Villas Plat 1 Final Plat.

Motion by L.West to approve the recommendations for Consent Agenda Items #1 - #5. Second by A.Renaud. All voted aye. Motion carried 4 - 0.

INDEX LEGEND

PART OF OUTLOT Z, KIMBERLEY CROSSING PLAT 1 CITY OF ANKENY, POLK COUNTY, IOWA

PROPRIETOR AND REQUESTOR:

DR HORTON 1910 SW PLAZA SHOPS LANE ANKENY, IA 50023 ANASTACIA SMITH 515-620-4240

SURVEYOR NICHOLAS F. CARTER COMPANY & CARTER SURVEYING & RETURN TO: CONSTRUCTION SERVICES 8755 NE 27TH AVE ALTOONA, IA 50009 515-343-6756

AN IRREGULAR SHAPED PORTION OF OUTLOT Z OF KIMBERLEY CROSSING PLAT 1, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID OUTLOT Z; THENCE \$89°52'14"W ALDNG THE SOUTH LINE OF SAID OUTLOT Z, A DISTANCE OF 299.49 FEET TO A SOUTHERLY CORNER OF SAID OUTLOT Z; THENCE S80°31'59"W ALONG THE SOUTH LINE OF SAID OUTLOT Z, A DISTANCE OF 131.14 FEET TO THE SOUTHWEST CORNER OF SAID OUTLOT Z; THENCE NOO°10'21"W ALONG THE WEST LINE OF SAID DUTLOT Z, A DISTANCE OF 218.89 FEET TO THE NORTHEAST CORNER OF LOT 53 OF SAID KIMBERLEY CROSSING PLAT 1; THENCE S89°56'03"W ALONG THE NORTH LINE OF SAID LOT 53, A DISTANCE OF 135.68 FEET TO THE NORTHWEST CORNER OF SAID LOT 53; THENCE NO0°04'41"W ALONG A WESTERLY LINE OF SAID DUTLOT Z, A DISTANCE OF 49.88 FEET TO THE SOUTHWEST CORNER OF LOT 52 OF SAID KIMBERLEY CROSSING PLAT 1; THENCE N89°53'59"E ALONG THE SOUTH LINE OF SAID LOT 52, A DISTANCE OF 135.59 FEET TO THE SOUTHEAST CORNER OF SAID LOT 52; THENCE N00°10'39"W ALONG THE WEST LINE OF SAID OUTLOT Z, A DISTANCE OF 429.99 FEET TO THE NORTHEAST CORNER OF LOT 47 OF SAID KIMBERLEY CROSSING PLAT 1; THENCE S89°56'34"W ALONG THE NORTH Line of Said Lot 47, a distance of 110.06 feet to a northerly corner of Said Lot 47; THENCE NO0°06'36"W ALONG A WESTERLY LINE OF SAID OUTLOT Z, A DISTANCE OF 59,92 FEET TO A SOUTHERLY CORNER OF OUTLOT Y OF SAID KIMBERLEY CROSSING PLAT 1; THENCE N89°52′50″E ALONG THE SOUTH LINE OF SAID OUTLOT Y, A DISTANCE OF 109.98 FEET TO THE SOUTHEAST CORNER OF SAID OUTLOT Y; THENCE N00°10′31″W ALONG THE WEST LINE OF SAID OUTLOT Z, A DISTANCE OF 65.98 FEET; THENCE N89°54′43″E, A DISTANCE OF 297.04 FEET; THENCE S02°06′36″E, A DISTANCE OF 6.37 FEET; THENCE N89°53′24″E, A DISTANCE OF 117.00 FEET TO THE WEST LINE OF THE PARCEL DESCRIBED IN THE WARRANTY DEED RECORDED IN BOOK 19241, PAGE 871 OF THE POLK COUNTY RECORDER (HEREINAFTER REFERRED TO AS "STATE OF IOWA PARCEL"); THENCE \$02°06'36"E ALONG THE WEST LINE OF SAID STATE OF IOWA PARCEL, A DISTANCE OF 535.43 FEET TO THE SOUTHERLY CORNER OF SAID STATE OF IOWA PARCEL, SAID POINT BEING A POINT ON THE WEST RIGHT-OF-WAY LINE OF INTERSTATE #35; THENCE SOUTHWESTERLY ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 265.96 FEET ALONG A CURVE CONCAVE TO THE SOUTHEAST SAID CURVE HAVING A RADIUS OF 17326.29 FEET, CHORD BEARING OF S00°32'23"W, CHORD LENGTH OF 265.96 FEET, AND DELTA ANGLE OF 0°52′46″, TO THE POINT OF BEGINNING, SAID PARCEL CONTAINING 8,18 ACRES,

KIMBERLEY DEVELOPMENT CORPORATION WILLIAM B KIMBERLEY REVOCABLE TRUST 2785 N ANKENY BLVD, SUITE 22 ANKENY, IA 50013 BILL KIMBERLEY 515-963-8335

N ANKENY LAND, LLC 431 NE 72ND STREET PLEASANT HILL, IA. 50327 CONTACT: DAVE STUBBS

515-979-9963

ZONING: R-3 - MULTIPLE FAMILY RESIDENCE DISTRICT

-MINIMUM YARD SETBACK REQUIREMENTS: -FRONT: 30 FEET -REAR: 35 FEET

SURVEY NOTES:

1. SAID TRACT OF LAND BEING SUBJECT TO AND TOGETHER WITH ANY AND ALL EASEMENTS, RESTRICTIONS

15 FEET (7 FEET MIN. ONE SIDE)

THIS PLAT HAS AN ERROR OF CLOSURE OF LESS THAN 1 FOOT IN 5,000 FEET.

- OR COVENANTS OF RECORD. 2. THIS PLAT HAS AN ERROR OF CLOSURE OF LESS THAN 1 FOOT IN 10,000 FEET AND EACH LOT WITHIN
- 3. ALL MONUMENTS PLACED ARE A 1/2 INCH DIAMETER IRON ROD WITH A YELLOW PLASTIC IDENTIFICATION CAP No. 20757 UNLESS OTHERWISE NOTED.
- 4. ALL MONUMENTS IDENTIFIED AS "SET" WILL BE PLACED WITHIN ONE YEAR OF THE RECORDING OF THIS FINAL PLAT.
- 5. RECORDED MEASUREMENTS REFER TO THOSE MEASUREMENTS SHOWN ON KIMBERLEY CROSSING PLAT 1, AN OFFICIAL PLAT, AS RECORDED IN BOOK 18529, PAGE 665; AND "EXHIBIT A - ACQUISITION PLAT" IN
- THE WARRANTY DEED RECORDED IN BOOK 19241, PAGE 871 OF THE POLK COUNTY RECORDER. 6. THE SITE IS LOCATED IN ZONE X, AREA OF MINIMAL FLOOD HAZARD, PER FEMA PANEL #19153C0065F,
- EFFECTIVE DATE 2-1-2019. 7. OUTLOT Z CONSISTS OF ALL OF THE COMMON AREA/OPEN SPACE, INCLUDING THE STORMWATER

RECEIVED

MAR 21 2024

CITY OF ANKENY

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED LIAL ENGINEER BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA. NICHOLAS F. CARTER 20757

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2024 ADDITIONAL PAGES OR SHEETS COVERED BY THIS SEAL (NONE UNLESS INDICATED HERE): PAGES 1 THROUGH 3



SYMBOLS LEGEND:

PLASTIC CAP #20757 UNLESS OTHERWISE NOTED SET "X" CUT IN CONCRETE SET "MAG" NAIL IN ASPHALT

R RECORDED DISTANCE OPC ORANGE PLASTIC CAP BPC BLUE PLASTIC CAP YPC YELLOW PLASTIC CAP

SF SQUARE FEET

M MEASURED DISTANCE

IR IRON ROD IP IRON PIPE SBL SETBACK LINE (1234) LOT ADDRESS

KIMBERLEY VILLAS PLAT 1 ANKENY, IDWA FINAL PLAT

9-28-2023 | N. Carter | 1" = 500'

Plan & Zoning Commission Ankeny, IA

KIMBERLEY VILLAS PLAT 1 FINAL PLAT

VICINITY MAP:





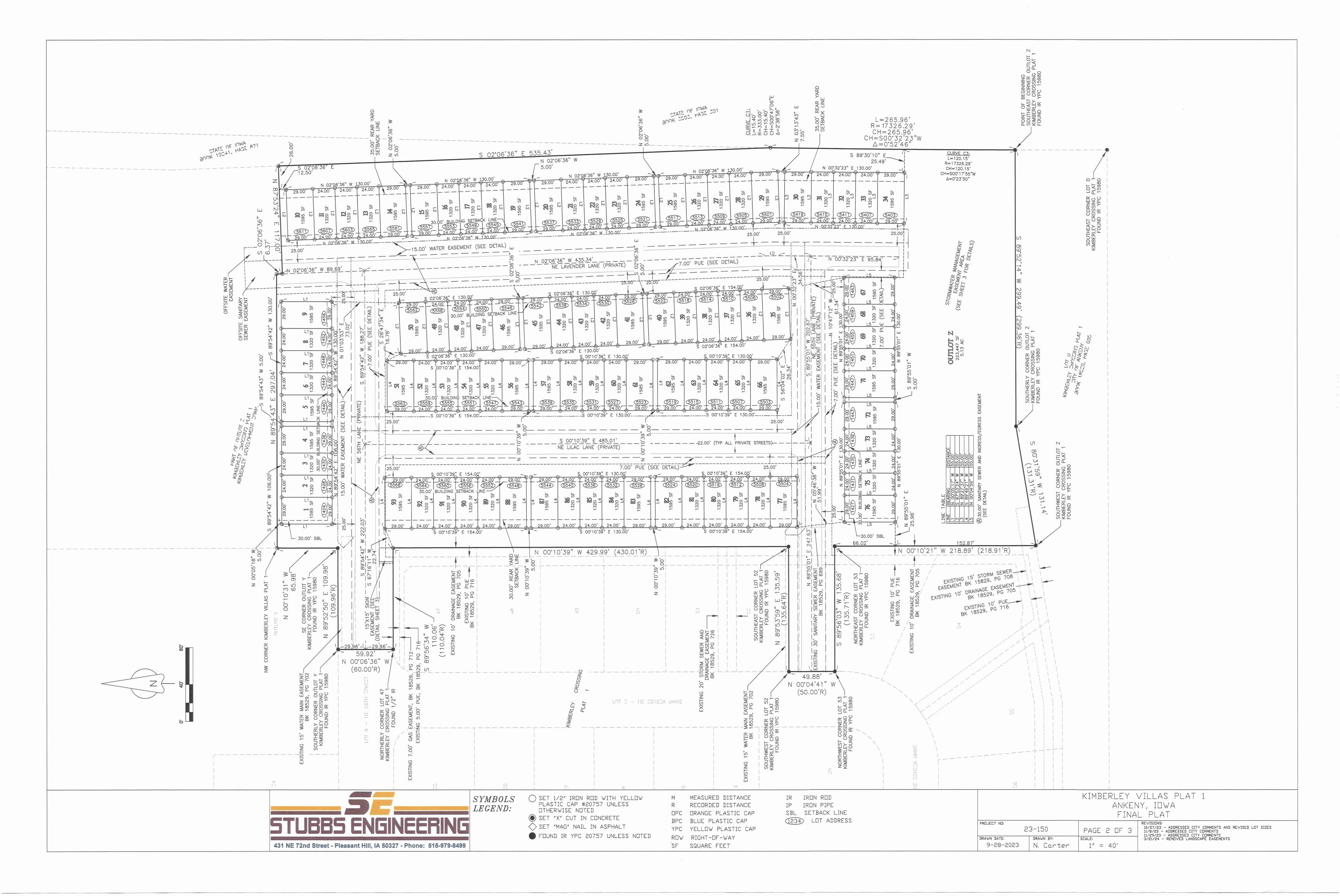
SET 1/2" IRON ROD WITH YELLOW

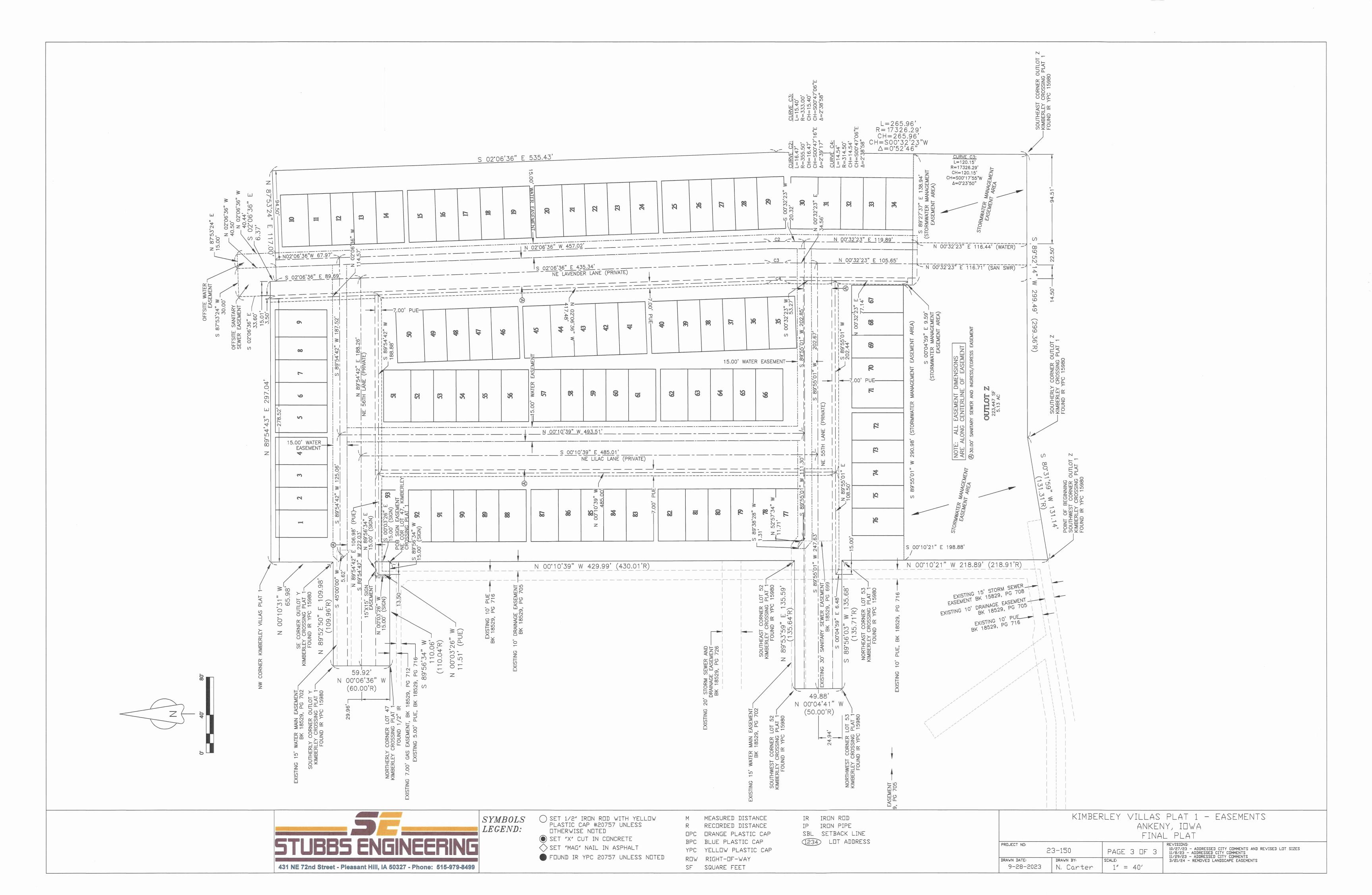
FOUND IR YPC 20757 UNLESS NOTED

ROW RIGHT-DF-WAY

REVISIONS PAGE 1 DF 3

10/27/23 - ADDRESSED CITY COMMENTS AND REVISED LOT SIZES
11/8/23 - ADDRESSED CITY COMMENTS
11/29/23 - ADDRESSED CITY COMMENTS
3/21/24 - REMOVED LANDSCAPE EASEMENTS







Plan and Zoning Commission Staff Report

Meeting Date: December 5, 2023

Agenda Item: Kimberley Villas Site Plan & Kimberley Villas Plats 1, 2, & 3

Report Date: November 30, 2023
Prepared by: Bryan Morrissey,

Associate Planner

Staff Recommendation:

That the Plan and Zoning Commission recommend City Council approval of Kimberley Villas Plat 1.

That the Plan and Zoning Commission recommend City Council approval of Kimberley Villas Plat 2.

That the Plan and Zoning Commission recommend City Council approval of Kimberley Villas Plat 3.

That the Plan and Zoning Commission approve the Kimberley Villas Site Plan, subject to recordation of the associated final plats; and acceptance of the private street names NE Elmwood Lane, NE Lilac Lane, and NE Lavender Lane.

Project Summary:

North Ankeny Land, LLC has proposed Kimberley Villas, a 20.49-acre site plan and multiple final plats located north of NE 54th Street and west of Interstate-35 within the northeastern quadrant of Ankeny. The proposed development includes the creation of 225 townhome lots that range from 4-plex to 6-plex units, two outlots for stormwater detention, and multiple streets that will be privately owned and maintained. Outlot Z of Kimberley Crossing Plat 1 is not included with the proposal at this time, however, it is expected to be developed at a later date.

Project Report:

The general layout of the project site shows 225 attached townhome units in a 4, 5, and 6-plex layout. Each attached building will be separated by at least 15 feet from any other attached townhome structure on the site. A 30-foot setback exists around most of the perimeter of the project area, with the exception being to the property line adjacent to Interstate-35, where a 35-foot setback exists. Included within the 30 and 35-foot perimeter setback is a landscape buffer easement that will help screen the development from the existing residences to the west and Interstate-35 to the east. The proposed development also includes the development of three new private streets; NE Elmwood Lane, NE Lilac Lane, and NE Lavender Lane.

Eight-inch water and sanitary service will be provided throughout the proposed development and will connect to the existing mains off NE 55th Street, NE 56th Street, and NE Sienna Drive. Storm sewer pipes and intakes are proposed throughout the entirety of the development and lead to one of the two proposed stormwater detention ponds within the project area.

A landscaping plan is included as a part of the site plan submittal. As previously mentioned, a landscape buffer has been provided around the entire perimeter of the development to help screen the area from adjacent properties and Interstate-35. Additionally, the open space and pavement shading landscaping requirements have been met with what's shown on the landscaping plan as well. In addition to the parking provided by each unit's garage and driveway, 56 additional parking stalls are required to meet the parking

requirements of the Code. The site plan shows 56 stalls, meeting the minimum requirement for a development of this size and use. Stalls are spread out through the entirety of the project area to ensure equitable access for residents. Parksite dedication requirements are required with this development, however, those requirements were fulfilled for this project area previously with the Kimberley Crossings Plat 1 Final Plat.

Building elevations have been included with the site plan submittal. The submitted elevations show the use of stone, board and batten siding, and lap siding. A base of stone at least three feet in height is shown around the perimeter of all the units within the development. City Code requires that the elevations facing public rights-of-ways are comprised of at least 40% primary materials, while the elevations not facing public rights-of-ways are required to be comprised of at least 10% primary materials. The submitted elevations appear to meet these Code requirements. Lastly, the developer has indicated that varying design and color packages will be used throughout the development to avoid a repetitive, monotonous design. Overall, the submitted elevations appear to meet the requirements of the Code.

CITY OF ANKENY

SUBDIVISION DATA

NAME OF PLAT:

Kimberley Villas Plats 1, 2, & 3

NAME OF OWNER:

Kimberley Development Corporation

NAME OF DEVELOPER:

North Ankeny Land, LLC

GENERAL INFORMATION:

PLAT LOCATION: North of NE 54th Street, west of Interstate-35

SIZE OF PLAT(S): 20.49 acres

ZONING: R-3, Multiple-Family Residence District

LOTS:

NUMBER:

225 townhome lots, 2 outlots

SIZE/DENSITY: 10 units per acre

USE:

Residential

BUILDING LINES:

Front: 30 feet Side: 15 feet Rear: 35 feet

PARK SITE DEDICATION: Parksite dedication requirements were satisfied with Kimberley Crossing Plat 1.

ADJACENT LANDS:

NORTH: R-1, One-Family Residence District

SOUTH: NE 54th Street EAST: Interstate-35

WEST: R-3, Multiple Family Residence District w/Conditions

STREET DEVELOPMENT:

All proposed streets in the development will be private.

WASTE WATER:

PROJECTED FLOWS: 20.49 acres of developable land x 1,800 gal. per day/acre of developable land = 36,882 GPD

TREATMENT PLANT CAPACITY: Design: 47 MGD; current daily avg. 18 MGD.

STORM WATER:

BASIN FLOWS: This plat lies in the Upper Four Mile Creek Subwatershed

WATER SYSTEM:

USAGE: 20.49 acres of developable land x 1,800 gal. per day/acre of developable land = 36,882 GPD estimate

SUPPLY CAPACITY: 13.72 MGD; Current daily avg. 6.2 MGD.

FINAL PLAT DRAWING: Staff recommends approval. **CONSTRUCTION PLANS:** To be approved by staff.





1 inch = 550 feet

Date: 11/30/2023





10/27/2023

Planning and Zoning CommissionCity of Ankeny

Kimberley Villas Site Plan Approval Request

Stubbs Engineering requests approval for Kimberley Villas Site Plan on October th 2023. Kimberley Villas Site Plan is a residential subdivision that consists of 26.93 acres. This development per the most recent submittal contains 225 townhome lots. The lot count is subject to change with reviews and resubmittals.

Sincerely,

Stubbs Engineering

Branden Stubbs, P.E.

Branden Stubbs



ANKENY CITY COUNCIL

City Council Agenda

April 1, 2024 5:30 PM

Mark Holm, Mayor Bobbi Bentz, Mayor Pro tem

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

ORIGINATING DEPARTMENT:	COUNCIL GOAL:			
Planning and Building	Ensure Economic Vitality			
ACTION REQUESTED:				
Resolution				
LEGAL:				
SUE	BJECT:			
Consider motion to adopt RESOLUTION approving plans and specifications, and accepting contracts and performance and maintenance bonds for the construction of water main and sanitary sewer in Kimberley Villas Plat 1.				
EXECUTIV	E SUMMARY:			
FISCAL II	MPACT: No			
CITY MANAGER'S F	RECOMMENDATIONS:			
Approve and accept resolution.				
PREVIOUS COUNCIL/COM	MISSION/BOARD ACTION(S):			
PUBLIC OUTR	EACH EFFORTS:			

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download	
□ Resolution	

RESOLUTION

RESOLUTION APPROVING PLANS AND SPECIFICATIONS, AND ACCEPTING CONTRACTS AND PERFORMANCE AND MAINTENANCE BONDS FOR THE CONSTRUCTION OF SANITARY SEWER AND WATER MAIN IN KIMBERLEY VILLAS PLAT 1

WHEREAS, the plans and specifications for the construction of sanitary sewer and water main in Kimberley Villas Plat 1 have been submitted and approved by the City Engineer; and

WHEREAS, the three-party contracts for construction and the performance and maintenance bonds for the above-described improvements have been submitted and accepted by the City Engineer; and

WHEREAS, the Plan and Zoning Commission recommended City Council approval, and the City Council has approved the final plat for Kimberley Villas Plat 1.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa:

- 1. That the plans and specifications for the construction of sanitary sewer and water main are hereby approved; and
- 2. That the three-party contracts for construction and the performance and maintenance bonds are hereby accepted; and
- 3. That permission is hereby granted to the parties of said contract to construct said above-described improvements, subject to inspection and approval of the City Engineer, in accordance with said contract and plans and specifications.

PASSED AND APPROVED this 1st day of April, 2024.

	CITY OF ANKENY, IOWA	
	Mark E. Holm, Mayor	
ATTEST:		
Michelle Yuska, City Clerk		



ANKENY CITY COUNCIL

City Council Agenda

April 1, 2024 5:30 PM

Mark Holm, Mayor Bobbi Bentz, Mayor Pro tem

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

ORIGINATING DEPARTMENT: Planning and Building	COUNCIL GOAL: Ensure Economic Vitality
ACTION REQUESTED: Resolution	
LEGAL:	
SUB. Consider motion to adopt RESOLUTION accepting control, performance and maintenance bonds for pub Kimberley Villas Plat 3.	

EXECUTIVE SUMMARY:

Kimberley Villas Plat 1 is an approximate 5.55 acre (+/-) final plat located north of NE 54th Street and west of Interstate-35. The subject plat contains 68 townhome lots that range from 4-plex to 6-plex unit layouts. Outlots for stormwater detention, landscape buffering, and streets that will be privately owned and maintained are included with the development.

FISCAL IMPACT: No

CITY MANAGER'S RECOMMENDATIONS:

Approve and accept resolution.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

The Plan & Zoning Commission recommended approval of the final plat on December 5, 2023.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download

Resolution

P&Z Commission Minutes

Final Plat

Staff Report

□ Map

<u>Applicant Letter</u>

WHEN RECORDED RETURN TO:

City of Ankeny, City Clerk 410 W 1st Street Ankeny, IA 50023

Preparer Information: Bryan Morrissey, City of Ankeny, Iowa, 1210 NW Prairie Ridge Drive, Ankeny, IA 50023

Phone: (515) 963-3551

RESOLUTION

RESOLUTION ACCEPTING FINAL PLAT, LETTER OF CREDIT FOR SEEDING AND EROSION CONTROL, PERFORMANCE AND MAINTENANCE BONDS FOR PUBLIC IMPROVEMENTS, AND PLATTED EASEMENTS FOR KIMBERLEY VILLAS PLAT 3

WHEREAS, the Plan and Zoning Commission of the City of Ankeny, Iowa, recommended City Council approval of the final plat for Kimberley Villas Plat 3 on the 5th day of December, 2023; and

WHEREAS, the attorney's title opinion, letter of credit for seeding and erosion control, performance and maintenance bonds for public improvements, and platted easements have been submitted and accepted by the City Engineer and Director of Community Development of the City of Ankeny, Iowa.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa:

- 1. That the final plat for Kimberley Villas Plat 3 is hereby approved; and
- 2. That the letter of credit for seeding and erosion control are hereby accepted; and
- That the performance and maintenance bonds for water main and sanitary sewer are hereby accepted; and
- 4. That the public water main easement, public sanitary sewer and ingress/egress easement, public utility easement, public ingress/egress easement, public sanitary sewer easement, offsite public water main easement, offsite public sanitary sewer easement, and offsite public utility easement are hereby accepted.

PASSED AND APPROVED this 1st day of April, 2024.

	CITY OF ANKENY, IOWA
	Mark E. Holm, Mayor
ATTEST:	Mark 2. Hom, Mayor
ATTEST:	
Michelle Yuska, City Clerk	

Meeting Minutes

Plan & Zoning Commission Meeting

Tuesday, December 5, 2023

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

CALL TO ORDER

In the absence of Chair Ted Rapp and Vice Chair Glenn Hunter, Trina Flack served as Chair Pro tem and called the December 5, 2023 meeting of the Plan & Zoning Commission to order at 6:27 p.m.

ROLL CALL

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

AMENDMENTS TO THE AGENDA

Motion by T.Ripper to approve and accept the December 5, 2023 agenda without amendments. Second by A.Renaud. All voted aye. Motion carried 4 - 0.

CONSENT AGENDA ITEMS

Item #4. Kimberley Villas Plat 3 Final Plat

Motion to recommend City Council approval of the Kimberley Villas Plat 3 Final Plat.

Motion by L.West to approve the recommendations for Consent Agenda Items #1 - #5. Second by A.Renaud. All voted age. Motion carried 4 - 0.

INDEX LEGEND

PART OF OUTLOT Z, KIMBERLEY CROSSING PLAT 1, AND PART OF THE SW FRL 1/4, SEC 31, T81N, R23W, CITY OF ANKENY, POLK COUNTY, IOWA

PROPRIETOR AND REQUESTOR:

DR HORTON 1910 SW PLAZA SHOPS LANE ANKENY, IA 50023 ANASTACIA SMITH 515-620-4240

SURVEYOR NICHOLAS F. CARTER COMPANY & CARTER SURVEYING & RETURN TO: CONSTRUCTION SERVICES 8755 NE 27TH AVE ALTOONA, IA 50009

515-343-6756

AN IRREGULAR SHAPED TRACT OF LAND IN OUTLOT Z OF KIMBERLEY CROSSING PLAT 1, AN OFFICIAL PLAT, AND IN PART OF THE SOUTHWEST FRACTIONAL 1/4 (SW 1/4) OF SECTION 31, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE 5TH P.M., NOW INCLUDED IN AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY, IOWA, MORE

PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT AN IRON ROD WITH YELLOW IDENTIFICATION CAP #15980, SAID MONUMENT BEING THE NORTHEAST CORNER OF PARCEL 2018-243, AS SHOWN IN THE PLAT OF SURVEY RECORDED IN BOOK 17593, PAGE 263 OF THE POLK COUNTY RECORDER; THENCE N89°49'03"E ALONG THE NORTH LINE OF SAID SW 1/4, A DISTANCE OF 838.92 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N89°49'03"E ALONG THE NORTH LINE OF SAID SW 1/4, A DISTANCE OF 860.73 FEET; THENCE S00°10'57"E, A DISTANCE OF 314.45 FEET; THENCE S89°46'30"W, A DISTANCE OF 98.21 FEET; THENCE S00°13'30"E, A DISTANCE OF 7.62 FEET; THENCE S89°46'30"W, A DISTANCE OF 96.00 FEET; THENCE NO0°13'30"W, A DISTANCE OF 0.82 FEET; THENCE S89°46'30"W, A DISTANCE OF 208.00 FEET; THENCE NO0°13'30"W, A DISTANCE OF 92.05 FEET; THENCE S89°49'03"W, A DISTANCE OF 140.20 FEET; THENCE S86°39'16"W, A DISTANCE OF 130.46 FEET; THENCE S70°57'48"W, A DISTANCE OF 199.08 FEET; THENCE N00°06'21"W, A DISTANCE OF 301.03 FEET TO THE POINT OF BEGINNING; SAID TRACT CONTAINING 5.55 ACRES.

<u>OWNER:</u> KIMBERLEY DEVELOPMENT CORPORATION WILLIAM B KIMBERLEY REVOCABLE TRUST 2785 N ANKENY BLVD, SUITE 22 ANKENY, IA 50013 BILL KIMBERLEY 515-963-8335

<u>DEVELOPER:</u> N ANKENY LAND, LLC 431 NE 72ND STREET PLEASANT HILL, IA, 50327 CONTACT: DAVE STUBBS 515-979-9963

ZONING: R-3 - MULTIPLE FAMILY RESIDENCE DISTRICT

MANAGEMENT EASEMENT AREA.

-MINIMUM YARD SETBACK REQUIREMENTS:

-FRONT: 30 FEET 35 FEET -REAR:

15 FEET (7 FEET MIN. ONE SIDE)

SURVEY NOTES:
1. SAID TRACT OF LAND BEING SUBJECT TO AND TOGETHER WITH ANY AND ALL EASEMENTS, RESTRICTIONS OR COVENANTS OF RECORD.

- 2. THIS PLAT HAS AN ERROR OF CLOSURE OF LESS THAN 1 FOOT IN 10,000 FEET AND EACH LOT WITHIN THIS PLAT HAS AN ERROR OF CLOSURE OF LESS THAN 1 FOOT IN 5,000 FEET.
- 3. ALL MONUMENTS PLACED ARE A 1/2 INCH DIAMETER IRON ROD WITH A YELLOW PLASTIC IDENTIFICATION CAP No. 20757 UNLESS OTHERWISE NOTED. 4. ALL MONUMENTS IDENTIFIED AS "SET" WILL BE PLACED WITHIN ONE YEAR OF THE RECORDING OF THIS
- 5. RECORDED MEASUREMENTS REFER TO THOSE MEASUREMENTS SHOWN ON KIMBERLEY CROSSING PLAT 1, AN OFFICIAL PLAT, AS RECORDED IN BOOK 18529, PAGE 665; AND "EXHIBIT A - ACQUISITION PLAT" IN
- THE WARRANTY DEED RECORDED IN BOOK 19241, PAGE 871 OF THE POLK COUNTY RECORDER. 6. THE SITE IS LOCATED IN ZONE X, AREA OF MINIMAL FLOOD HAZARD, PER FEMA PANEL #19153C0065F, EFFECTIVE DATE 2-1-2019.

7. OUTLOT Z CONSISTS OF ALL OF THE COMMON AREA/OPEN SPACE, INCLUDING THE STORMWATER

KIMBERLEY VILLAS PLAT 3 FINAL PLAT

VICINITY MAP:





RECEIVED

MAR 27 2024 CITY OF ANKENY

Plan & Zoning Commission

Ankeny, IA

NICHOLAS F. CARTER 20757

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2024

ADDITIONAL PAGES OR SHEETS COVERED BY THIS SEAL (NONE UNLESS INDICATED HERE): PAGES 1 AND 2



SYMBOLS SET 1/2" IRON ROD WITH YELLOW PLASTIC CAP #20757 UNLESS

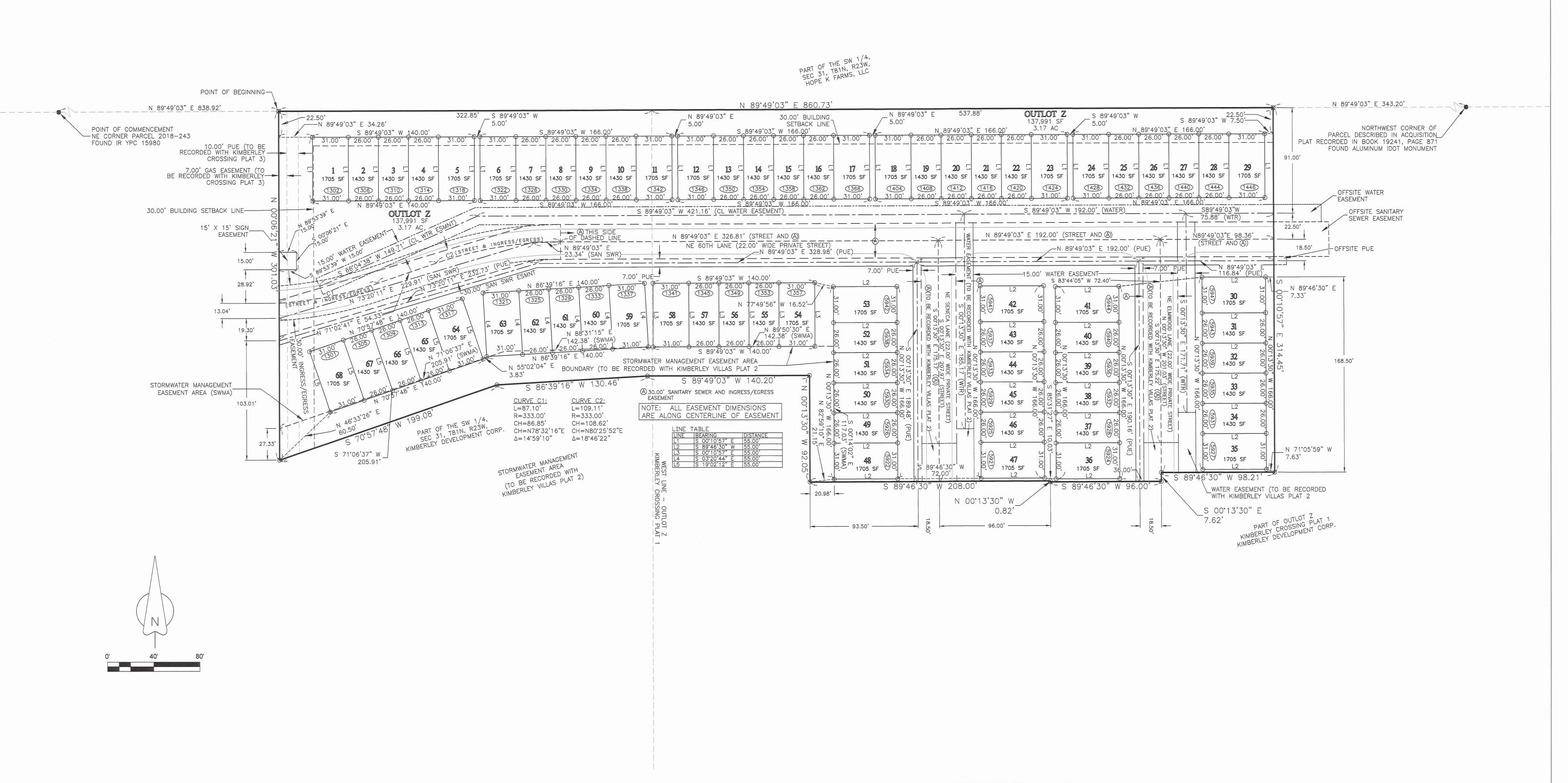
DTHERWISE NOTED SET "X" CUT IN CONCRETE

SET "MAG" NAIL IN ASPHALT FOUND IR YPC 20757 UNLESS NOTED M MEASURED DISTANCE R RECORDED DISTANCE OPC ORANGE PLASTIC CAP BPC BLUE PLASTIC CAP

YPC YELLOW PLASTIC CAP ROW RIGHT-OF-WAY SF SQUARE FEET

IR IRON ROD IP IRON PIPE SBL SETBACK LINE (1234) LOT ADDRESS

KIMBERLEY VILLAS PLAT 3 ANKENY, IOWA FINAL PLAT REVISIONS: PROJECT NO: 10/27/23 - ADDRESSED CITY COMMENTS AND REVISED LOT SIZES 11/8/23 - ADDRESSED CITY COMMENTS 11/29/23 - ADDRESSED CITY COMMENTS 12/5/23 - UPDATED STREET NAME (ELMWOOD LANE) PAGE 1 DF 2 9-29-2023 | N. Carter | 1" = 500'



SYMBOLS LEGEND:

STUBBS ENGINEERING

431 NE 72nd Street - Pleasant Hill, IA 50327 - Phone: 515-979-8499

SET 1/2" IRON ROD WITH YELLOW PLASTIC CAP #20757 UNLESS OTHERWISE NOTED

OTHERWISE NOTED

SET "X" CUT IN CONCRETE

SET "MAG" NAIL IN ASPHALT

FOUND IR YPC 20757 UNLESS NOTED

M MEASURED DISTANCE
R RECORDED DISTANCE
OPC ORANGE PLASTIC CAP

SF SQUARE FEET

BPC BLUE PLASTIC CAP YPC YELLOW PLASTIC CAP ROW RIGHT-OF-WAY IR IRON ROD
IP IRON PIPE
SBL SETBACK LINE
(1234) LOT ADDRESS

KIMBERLEY VILLAS PLAT 3 ANKENY, IOWA FINAL PLAT

REVISIONS:

10/27/23 - ADDRESSED CITY COMMENTS AND REVISED LOT SIZES

11/8/23 - ADDRESSED CITY COMMENTS

11/29/23 - ADDRESSED CITY COMMENTS

12/5/23 - UPDATED STREET NAME (ELMWOOD LANE)



Plan and Zoning Commission Staff Report

Meeting Date: December 5, 2023

Agenda Item: Kimberley Villas Site Plan & Kimberley Villas Plats 1, 2, & 3

Report Date: November 30, 2023
Prepared by: Bryan Morrissey,

Associate Planner

Staff Recommendation:

That the Plan and Zoning Commission recommend City Council approval of Kimberley Villas Plat 1.

That the Plan and Zoning Commission recommend City Council approval of Kimberley Villas Plat 2.

That the Plan and Zoning Commission recommend City Council approval of Kimberley Villas Plat 3.

That the Plan and Zoning Commission approve the Kimberley Villas Site Plan, subject to recordation of the associated final plats; and acceptance of the private street names NE Elmwood Lane, NE Lilac Lane, and NE Lavender Lane.

Project Summary:

North Ankeny Land, LLC has proposed Kimberley Villas, a 20.49-acre site plan and multiple final plats located north of NE 54th Street and west of Interstate-35 within the northeastern quadrant of Ankeny. The proposed development includes the creation of 225 townhome lots that range from 4-plex to 6-plex units, two outlots for stormwater detention, and multiple streets that will be privately owned and maintained. Outlot Z of Kimberley Crossing Plat 1 is not included with the proposal at this time, however, it is expected to be developed at a later date.

Project Report:

The general layout of the project site shows 225 attached townhome units in a 4, 5, and 6-plex layout. Each attached building will be separated by at least 15 feet from any other attached townhome structure on the site. A 30-foot setback exists around most of the perimeter of the project area, with the exception being to the property line adjacent to Interstate-35, where a 35-foot setback exists. Included within the 30 and 35-foot perimeter setback is a landscape buffer easement that will help screen the development from the existing residences to the west and Interstate-35 to the east. The proposed development also includes the development of three new private streets; NE Elmwood Lane, NE Lilac Lane, and NE Lavender Lane.

Eight-inch water and sanitary service will be provided throughout the proposed development and will connect to the existing mains off NE 55th Street, NE 56th Street, and NE Sienna Drive. Storm sewer pipes and intakes are proposed throughout the entirety of the development and lead to one of the two proposed stormwater detention ponds within the project area.

A landscaping plan is included as a part of the site plan submittal. As previously mentioned, a landscape buffer has been provided around the entire perimeter of the development to help screen the area from adjacent properties and Interstate-35. Additionally, the open space and pavement shading landscaping requirements have been met with what's shown on the landscaping plan as well. In addition to the parking provided by each unit's garage and driveway, 56 additional parking stalls are required to meet the parking

requirements of the Code. The site plan shows 56 stalls, meeting the minimum requirement for a development of this size and use. Stalls are spread out through the entirety of the project area to ensure equitable access for residents. Parksite dedication requirements are required with this development, however, those requirements were fulfilled for this project area previously with the Kimberley Crossings Plat 1 Final Plat.

Building elevations have been included with the site plan submittal. The submitted elevations show the use of stone, board and batten siding, and lap siding. A base of stone at least three feet in height is shown around the perimeter of all the units within the development. City Code requires that the elevations facing public rights-of-ways are comprised of at least 40% primary materials, while the elevations not facing public rights-of-ways are required to be comprised of at least 10% primary materials. The submitted elevations appear to meet these Code requirements. Lastly, the developer has indicated that varying design and color packages will be used throughout the development to avoid a repetitive, monotonous design. Overall, the submitted elevations appear to meet the requirements of the Code.

CITY OF ANKENY

SUBDIVISION DATA

NAME OF PLAT:

Kimberley Villas Plats 1, 2, & 3

NAME OF OWNER:

Kimberley Development Corporation

NAME OF DEVELOPER:

North Ankeny Land, LLC

GENERAL INFORMATION:

PLAT LOCATION: North of NE 54th Street, west of Interstate-35

SIZE OF PLAT(S): 20.49 acres

ZONING: R-3, Multiple-Family Residence District

LOTS:

NUMBER:

225 townhome lots, 2 outlots

SIZE/DENSITY: 10 units per acre

USE:

Residential

BUILDING LINES:

Front: 30 feet Side: 15 feet Rear: 35 feet

PARK SITE DEDICATION: Parksite dedication requirements were satisfied with Kimberley Crossing Plat 1.

ADJACENT LANDS:

NORTH: R-1, One-Family Residence District

SOUTH: NE 54th Street EAST: Interstate-35

WEST: R-3, Multiple Family Residence District w/Conditions

STREET DEVELOPMENT:

All proposed streets in the development will be private.

WASTE WATER:

PROJECTED FLOWS: 20.49 acres of developable land x 1,800 gal. per day/acre of developable land = 36,882 GPD

TREATMENT PLANT CAPACITY: Design: 47 MGD; current daily avg. 18 MGD.

STORM WATER:

BASIN FLOWS: This plat lies in the Upper Four Mile Creek Subwatershed

WATER SYSTEM:

USAGE: 20.49 acres of developable land x 1,800 gal. per day/acre of developable land = 36,882 GPD estimate

SUPPLY CAPACITY: 13.72 MGD; Current daily avg. 6.2 MGD.

FINAL PLAT DRAWING: Staff recommends approval. **CONSTRUCTION PLANS:** To be approved by staff.





1 inch = 550 feet Date: 11/30/2023 Kimberley Villas - Plat 3





10/27/2023

Planning and Zoning CommissionCity of Ankeny

Kimberley Villas Plat 3 Approval Request

Stubbs Engineering requests approval for Kimberley Villas Plat 3 Construction Plans on October th 2023. Kimberley Villas Plat 3 is a residential development that consists of 5.67 acres. This development per the most recent submittal contains 68 townhome lots. The lot count is subject to change with reviews and resubmittals.

Sincerely,

Stubbs Engineering

Branden Stubbs, P.E.

Branden Stubbs



ANKENY CITY COUNCIL

City Council Agenda

April 1, 2024 5:30 PM

Mark Holm, Mayor Bobbi Bentz, Mayor Pro tem

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

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Planning and Building	Ensure Economic Vitality
ACTION REQUESTED:	
Resolution	
LEGAL:	
	SUBJECT:
	roving plans and specifications, and accepting contracts construction of water main and sanitary sewer in
EXECUT	ΓΙVE SUMMARY:
FISCA	AL IMPACT: No
CITY MANAGER	'S RECOMMENDATIONS:
Approve and accept resolution.	
PREVIOUS COUNCIL/CO	OMMISSION/BOARD ACTION(S):
PUBLIC OU	TREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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□ Resolution

RESOLUTION

RESOLUTION APPROVING PLANS AND SPECIFICATIONS, AND ACCEPTING CONTRACTS AND PERFORMANCE AND MAINTENANCE BONDS FOR THE CONSTRUCTION OF SANITARY SEWER AND WATER MAIN IN KIMBERLEY VILLAS PLAT 3

WHEREAS, the plans and specifications for the construction of sanitary sewer and water main in Kimberley Villas Plat 3 have been submitted and approved by the City Engineer; and

WHEREAS, the three-party contracts for construction and the performance and maintenance bonds for the above-described improvements have been submitted and accepted by the City Engineer; and

WHEREAS, the Plan and Zoning Commission recommended City Council approval, and the City Council has approved the final plat for Kimberley Villas Plat 3.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa:

- 1. That the plans and specifications for the construction of sanitary sewer and water main are hereby approved; and
- 2. That the three-party contracts for construction and the performance and maintenance bonds are hereby accepted; and
- 3. That permission is hereby granted to the parties of said contract to construct said above-described improvements, subject to inspection and approval of the City Engineer, in accordance with said contract and plans and specifications.

PASSED AND APPROVED this 1st day of April, 2024.

	CITY OF ANKENY, IOWA	
	Mark E. Holm, Mayor	
ATTEST:		
Michelle Yuska, City Clerk		



ANKENY CITY COUNCIL

City Council Agenda

April 1, 2024 5:30 PM

Mark Holm, Mayor Bobbi Bentz, Mayor Pro tem

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

Print

LEGAL:	
ACTION REQUESTED: Motion	
Planning and Building	Ensure Economic Vitality
ORIGINATING DEPARTMENT:	COUNCIL GOAL:

SUBJECT:

Consider motion to approve the 6th Amended Vintage Business Park at Prairie Trail Neighborhood Plan and rescind the previous plan approved March 7, 2022.

EXECUTIVE SUMMARY:

The original Vintage Business Park at Prairie Trail Neighborhood Plan was approved by City Council on January 21, 2008. An amended neighborhood plan was later approved by City Council on August 18, 2008, a second on November 17, 2008, a third on August 3, 2015, a fourth on September 20, 2021 and then a fifth on March 7, 2022. DRA Properties is now proposing a minor amendment to the plan relating to the development of the 2.62-acre Lot 5. The previous approved neighborhood plan for Lot 5 shows one building with a large parking area. The proposed plan amendment now shows Lot 5 being subdivided into two lots with two three-story apartment buildings and a parking area to accommodate the use. To the south and west, the buildings will share an existing access with Wags Pet Resort & Luxury Hotel onto SW Magazine Road. To the north and east, the buildings will share an existing access onto SW State Street through an ingress/egress easement and right-of-way easement between 1250 and 1310 SW State Street. There is a traffic impact study in progress. A note has been added to the neighborhood plan stating that the developer of the lot is responsible for any improvements resulting from an approved traffic impact study. The typical process for projects to be approved in this area requires compliance with the applicable neighborhood plan and subdivision as needed. Then a site plan is required with building and signage review

Development.
FISCAL IMPACT: No
CITY MANAGER'S RECOMMENDATIONS: Approve the 6th Amended Vintage Business Park at Prairie Trail Neighborhood Plan.
PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S): The Plan & Zoning Commission recommended approval on March 19, 2024.
PUBLIC OUTREACH EFFORTS:
ACTION REQUESTED:
ADDITIONAL INFORMATION:
ATTACHMENTS:
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□ Neighborhood Plan
<u>P&Z Minutes</u>
D Staff Report

Applicant Letter
Aerial Map

by the Architectural Review Board and administrative approval by the Director of Community



Vintage Business Park

AMENDED NEIGHBORHOOD PLAN / PRELIMINARY PLAT

BUILDING HEIGHT

BUILDING HEIGHT - 45 FEET

THE HEIGHT OF BUILDINGS WITHIN THE VINTAGE BUSINESS PARK NEIGHBORHOOD MAY EXCEED 45 FEET AT THE DISCRETION OF THE DIRECTOR WHERE IT IS DETERMINED THAT SITE LAYOUT, DESIGN ELEMENTS AND ARCHITECTURAL FEATURES HAVE BEEN PROVIDED IN A MANNER CONSISTENT WITH THE DESIGN PHILOSOPHY OF PRAIRIE TRAIL TO OFFSET THE IMPACTS OF THE TALLER BUILDING.

NARRATIVE: AMENDED PORTIONS UNDERLINED

VINTAGE BUSINESS PARK WILL PROVIDE ANKENY'S PRAIRIE TRAIL WITH LARGE PARCELS FOR OFFICES, RESEARCH BUILDINGS, FLEX WAREHOUSE / LIGHT INDUSTRIAL USES, AND MULTI-FAMILY RESIDENTIAL POSSIBILITIES ON LOTS 2 AND 3. THIS AREA LIES WEST OF SW STATE STREET BETWEEN THE PRECEDENCE SUBDIVISION TO THE SOUTH AND NEIGHBORING JOHN DEERE DES MOINES WORKS TO THE NORTH. THE BUSINESS PARK WILL INCLUDE 11 LOTS RANGING FROM 2 TO 8 ACRES IN SIZE AND COVERING OVER 64 ACRES. THESE LOTS ARE DIVIDED BY NATURAL DRAINAGE WAYS, EXISTING AND FUTURE CITY STREETS, AND NEARBY AMENITIES REFLECTING THE LAYOUT OF THE PRAIRIE TRAIL MASTER PLAN. LOT 'E' IS 15.45 ACRES IN SIZE AND WILL DEFINE THE CITY PARK SURROUNDING THE VINTAGE LAKE. VINTAGE PARK IS OWNED AND MAINTAINED BY THE CITY OF ANKENY.

THE ORIGINAL NEIGHBORHOOD PLAN INCLUDED AN INSERT SHOWING THE PROJECTED BUILDING AND PARKING AREAS IN CONCEPTUAL FORM TO IDENTIFY THE BASIC PATTERN OF DEVELOPMENT AND ESTABLISH THE ORIENTATION GUIDELINE FOR EACH SITE. THESE CONCEPTUAL PADS WILL HELP THE CITY, THE OWNER, AND FUTURE DEVELOPERS UNDERSTAND THE EXPECTATION FOR LOCATING THE BUILDINGS AND PARKING AREAS RELATIVE TO EACH LOT. BUILDINGS ARRANGED TO ADDRESS THE STREET WHILE SCREENING SIDE AND REAR PARKING AREAS ARE COMMON TO THE LOTS FRONTING SW VINTAGE PARKWAY, SW STATE, AND THE NORTH SIDE OF PROPOSED SW MAGAZINE ROAD. LOTS 1-3 REVERSE THIS ORIENTATION TO PROTECT THE PARK, THE TOWN CENTER, AND THE LOTS IN PRECEDENCE. THE BUILDINGS ON THESE LOTS WILL SERVE AS THE BACK DROP FOR THE NORTH LAKE AND IT MAKES SENSE FOR THE FUTURE OCCUPANTS AS WELL AS THE SURROUNDING NEIGHBORHOOD NOT TO CLUTTER THE VIEWS WITH LARGE PARKING AREAS. THE LOTS ALONG SW MAGAZINE ROAD WILL HAVE A 15 FOOT FRONT YARD SETBACK. LOTS 1-3 WILL HAVE A 35 FOOT SETBACK FOR PARKING FROM SW MAGAZINE ROAD IF DEVELOPED AS AN OFFICE USE. ALL OFFICE-ORIENTED PARKING FIELDS WILL BE EFFECTIVELY SCREENED FROM THE PERIMETER STREETS AND THE SOUTH SIDE OF SW MAGAZINE ROAD WITH A 4 FOOT HIGH EARTH BERM AND LANDSCAPING AS DETAILED ON SHEET 6. THE USE OF THE 50 FOOT FRONT YARD SETBACK ALONG SW STATE STREET AND SW VINTAGE PARKWAY COMBINED WITH BERMING AND LANDSCAPING AROUND THE PERIMETER WILL SOFTEN THE NOISE AND VISUAL IMPACT ON THE NEIGHBORS IN PRECEDENCE WHILE ENHANCING VIEWS FROM THE OFFICES. THE BUILDING ORIENTATION, LANDSCAPING AND RICH ARCHITECTURE COMBINE TO CREATE A PLEASANT WORK ENVIRONMENT FOR THE FUTURE EMPLOYEES WHO CAN ALSO ENJOY THE PROXIMITY TO THE PARKS, LAKES. THE DISTRICT AND ADDITIONAL AMENITIES PLANNED.

LOT 1 WILL INCLUDE A MIXED USE OF MULTI FAMILY AND OFFICE SPACE. PROJECTED RESIDENTIAL USES WILL INCLUDE FOR SALE CONDOMINIUMS OVERLOOKING VINTAGE LAKE AS WELL AS FOR RENT APARTMENTS IN A SEPARATE BUILDING. THE RESIDENTIAL BUILDINGS WILL BE LOCATED TO THE SOUTH AND WESTERN PORTIONS OF THE LOT AND THE TOPOGRAPHY MAY ALLOW FOR THE CONSIDERATION OF COVERED PARKING. THE OFFICE USE WILL BE 1-2 STORIES LOCATED IN THE NORTHEAST CORNER NEAR THE INTERSECTION OF MAGAZINE AND STATE ACROSS FROM THE OFFICE BUILDING TO THE NORTH. THIS 3.28 ACRE LOT MAY EITHER BE PLATTED INTO SEPARATE PARCELS OR BECOME PART OF A CONDOMINIUM REGIME.

LOT 2 WILL HAVE THE FLEXIBILITY OF BEING EITHER A MULTI-BUILDING OFFICE CAMPUS OR A TOWNHOME-LIKE RESIDENTIAL NEIGHBORHOOD WITH BUILDINGS LIMITED TO 8 UNITS IN EACH. IF DEVELOPED AS A MULTI-FAMILY NEIGHBORHOOD, THIS 8 ACRE LOT WILL SERVE AS A TRANSITION FROM THE SINGLE-FAMILY PRECEDENCE NEIGHBORHOOD TO THE SOUTH AND THE MULTI-USE LOTS TO THE NORTH AND WILL

LOT 3 WILL HAVE A SIMILAR FLEXIBILITY AT A MUCH SMALLER SCALE, DUE TO THE EXISTING WETLAND AND WATER CONVEYANCE CORRIDORS ALONG THE NORTH AND EAST BOUNDARIES OF THE LOT.

LOT 5 HAS BEEN SUBDIVIDED AND THE REMAINING UNDEVELOPED LOT IS PROPOSED AS MULTI-FAMILY RESIDENTIAL. TWO 42 UNIT APARTMENT BUILDINGS ARE PROPOSED SIMILAR TO THE RESIDENTIAL BUILDING DIRECTLY ACROSS THE STREET THAT WILL REFLECT THE PRAIRIE TRAIL STANDARDS.

THE ORIGINAL LOT 7 IS NOW PROPOSED TO BE DIVIDED INTO SMALLER LOTS. 6 NEW LOTS ARE PROPOSED TO CREATE AN OFFICE CAMPUS WITH PARKING IN AN OUTLOT THAT WILL BE MANAGED BY AN ASSOCIATION TO ALLOW FOR SHARED USE AND MAINTENANCE. THE NL1 BASIN WILL ALSO BE OWNED AND MAINTAINED BY THE ASSOCIATION. A TRAIL SYSTEM AROUND THE NL1 BASIN IS PLANNED TO CONNECT THE OFFICE PARK AND THE MULTI-SPORT FACILITY PLANNED TO THE WEST. STREET ACCESS TO THE OFFICE CAMPUS WILL ALIGN WITH EXISTING VERA CRUZ LANE ALONG SW MAGAZINE DRIVE AND INGRESS AND EGRESS WILL BE PROVIDED THROUGH THE SITE WITH ADJACENT PROPERTIES ON EACH SIDE. THE POSSIBILITY FOR AN ACCESS OFF A PUBLIC STREET FOR LOT 8 SHALL BE DETERMINED ONCE THE TRAFFIC STUDY HAS BEEN ACCEPTED BY THE CITY, CURRENT ACCESS SHOWN FOR REFERENCE ONLY.

THE PREVAILING ARCHITECTURE FOR VINTAGE BUSINESS PARK WILL INCORPORATE SINGLE AND MULTIPLE-STORY STRUCTURES THAT RELATE TO THE HUMAN SCALE FOR THOSE WHO WORK IN OR TRAVEL THROUGH THE AREA. A MIXTURE OF CLASSIC OFFICE DESIGN WITH HISTORIC EXTERIOR TREATMENT WILL CREATE AN ENVIRONMENT THAT WILL AUGMENT THE PARK AREA AROUND VINTAGE LAKE AND PROVIDE A CLASSIC AND PROMINENT BUFFER BETWEEN THE RESIDENTIAL AREAS TO THE SOUTH AND THE EXISTING MANUFACTURING CAMPUS TO THE NORTH. THE BUILDING DESIGNS SHOULD INCORPORATE DISTINCT DESIGN DIFFERENCES FOR THE LOWER, MIDDLE AND UPPER REACHES OF THE EXTERIOR PRESENCE USING VARIATIONS OF MATERIALS AND HORIZONTAL OFFSETS. DETAILED CORNICE WORK, PROMINENT WINDOW TREATMENT AND MULTIPLE MASONRY DESIGN AND ORIENTATION SHOULD BE IMPLEMENTED. SUGGESTED STYLES TO DRAW FROM WOULD INCLUDE THE LARKIN BUILDING IN BUFFALO, NY (FRANK LLOYD WRIGHT), THE AUDITORIUM BUILDING IN CHICAGO (ADLER AND SULLIVAN), THE CHICAGO NORTHWESTERN OFFICE BUILDING IN CHICAGO (FROST AND GRANGER), THE ALBERT E. KENT BUILDING IN CHICAGO (GEORGE H. EDBROOKE) OR THE YOUNG, QUINLAN BUILDING IN MINNEAPOLIS (MAGNEY AND TUSLER).

THE ARCHITECTURAL DESIGN FOR MULTI-FAMILY ON LOTS 2 AND 3 WILL FOLLOW THE GUIDELINES SET FORTH IN THE PRAIRIE TRAIL PATTERN BOOK ADOPTED IN 2007.

FIVE FOOT SIDEWALKS ARE PROPOSED ALONG PUBLIC STREETS WITH AN 8' TRAIL ON THE NORTH SIDE OF SW VINTAGE PARKWAY. THE CITY OF ANKENY OWNS AND MAINTAINS STREETS AND PUBLIC UTILITIES AS TYPICAL IN OTHER DEVELOPMENTS. LOTS 1-3 AND 5-8 WILL ACCESS SW MAGAZINE ROAD STREET. LOT 4 WILL ACCESS SW STATE STREET. LOTS 8-11 WILL ACCESS SW VINTAGE PARKWAY. POTENTIAL LOCATIONS FOR FULL ACCESS WITH MEDIAN BREAKS AS WELL AS RIGHT-IN / RIGHT-OUT ACCESS FOR LOTS 4, 9, 10, & 11 HAVE BEEN SHOWN ON EXISTING STREETS RELATIVE TO FUTURE STREET LOCATIONS SHOWN ON THE MASTER PLAN. PORTIONS OF SEVERAL LOTS WILL INCLUDE EASEMENTS CREATED TO PROTECT EXISTING AND OR NEWLY CREATED DRAINAGE WAYS. THESE DRAINAGE WAYS CONVEY STORM WATER ALONG AND THROUGH A SERIES OF WATER QUALITY IMPROVEMENTS DEVELOPED AS PART OF THE SAYLOR CREEK PLANS INCLUDING WETLANDS LEADING TO VINTAGE LAKE WITHIN LOT 'E'. THE STORM WATER DETENTION FOR THE MAJORITY OF THE BUSINESS PARK WILL BE HANDLED BY VINTAGE LAKE AND PROMENADE LAKE. INDIVIDUAL SITES WITHIN THE BUSINESS PARK WILL BE RESPONSIBLE FOR CREATING A STORM WATER MANAGEMENT PLAN THAT FOCUSES ON WATER QUALITY. A DETAILED DESCRIPTION OF THE STORM WATER DESIGN REQUIREMENT FOR THIS PROJECT IS INCLUDED.

AT THIS POINT IN TIME SW MAGAZINE ROAD AND SW VINTAGE PARKWAY ARE CONSTRUCTED.

CERTIFICATIONS

ADAM D. **SCHOEPPNER** 26306

JACOB T. NILLES

26369

PROMENADE

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly Licensed Professional Land Surveyor under the laws of the State of Iowa.

Name: Adam D. Schoeppner, P.L.S. No. 26306 My license renewal date is December 31, 2025 Pages or sheets covered by this seal: Sheets 1-8

Date of survey: 02/06/24

I hereby certify that this engineering document was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State

Signature: Name: Jacob T. Nilles, P.E. No. 26369 My license renewal date is December 31, 2025 Pages or sheets covered by this seal: Sheets 1-8

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CITY OF ANKENY

SS BUSINE

NAI NO.: 24002 DATE: 03/25/2024 DRAWN BY: JHP CHECKED ADS

SHEET 24" X 36"

SHEET NP-1

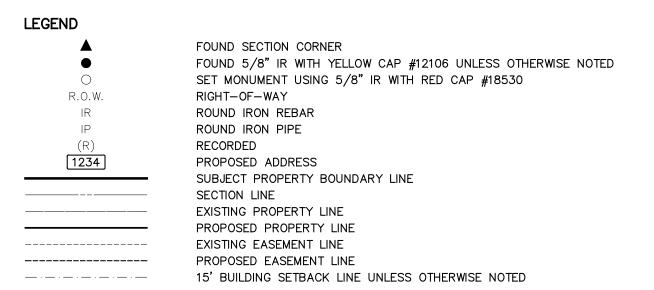
SHEET 1/8

VINTAGE BUSINESS PARK AT PRAIRIE TRAIL

LEGAL DESCRIPTION - VINTAGE BUSINESS PARK AT PRAIRIE TRAIL A TRACT OF LAND LOCATED IN THAT PART OF LOT 11 OF JOHN DEERE PLACE, BEING AN OFFICIAL PLAT IN THE CITY OF ANKENY, POLK COUNTY, IOWA; THAT PART OF PARCEL "F", AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 11295, PAGES 669-674; THAT PART OF PARCEL "G". AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 11295. PAGES 669-674; THAT PART OF PARCEL "H", AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 11295, PAGES 669-674; ALL OF WHICH IS LOCATED IN SECTION 27, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPLE MERIDIAN, IN THE CITY OF ANKENY, POLK COUNTY, IOWA; PARCEL "C" OF PARCEL "H", AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 11993, PAGE 396, WHICH IS LOCATED IN SECTION 22, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPLE MERIDIAN, IN THE CITY OF ANKENY, POLK COUNTY, IOWA, AND BEING MORE PARTICULARLY

BEGINNING AT THE NORTH QUARTER CORNER OF SAID SECTION 27; THENCE NORTH 89*57'40" EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 27, A DISTANCE OF 2362.29 FEET, TO THE EAST LINE OF LOT 1 OF JOHN DEERE ACRES, AN OFFICIAL PLAT IN THE CITY OF ANKENY, POLK COUNTY, IOWA; THENCE NORTH 00°02'27" EAST, ALONG SAID EAST LINE OF LOT 1 OF JOHN DEERE ACRES, A DISTANCE OF 1146.29 FEET, TO THE WESTERLY RIGHT-OF-WAY LINE OF SW STATE STREET; THENCE SOUTH 25°32'25" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF SW STATE STREET, A DISTANCE OF 34.40 FEET; THENCE SOUTHEASTERLY 1599.52 FEET, ALONG A CURVE TO THE RIGHT, TANGENT TO THE LAST DESCRIBED LINE, CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF SW STATE STREET, HAVING A RADIUS OF 2221.83 FEET, A DELTA ANGLE OF 41"14'52" AND A CHORD DISTANCE OF 1565.20 FEET WHICH BEARS SOUTH 04°54'59" EAST; THENCE SOUTH 15°42'27" WEST, TANGENT TO THE LAST DESCRIBED CURVE, CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF SW STATE STREET, A DISTANCE OF 1328.24 FEET, TO THE NORTH LINE OF PRECEDENCE AT PRAIRIE TRAIL PLAT 1; THENCE NORTH 32°30'34" WEST, ALONG SAID NORTH LINE OF PRECEDENCE AT PRAIRIE TRAIL PLAT 1, A DISTANCE OF 44.74 FEET; THENCE NORTHWESTERLY 862.48 FEET, ALONG A CURVE TO THE RIGHT, NOT-TANGENT TO THE LAST DESCRIBED LINE, CONTINUING ALONG SAID NORTH LINE OF PRECEDENCE AT PRAIRIE TRAIL PLAT 1, HAVING A RADIUS OF 2050.00 FEET, A DELTA ANGLE OF 24°06'20" AND A CHORD DISTANCE OF 856.13 FEET WHICH BEARS NORTH 68°40'26" WEST; THENCE NORTH 56°37'16" WEST, TANGENT TO THE LAST DESCRIBED CURVE, CONTINUING ALONG SAID NORTH LINE OF PRECEDENCE AT PRAIRIE TRAIL PLAT 1, A DISTANCE OF 852.38 FEET; THENCE NORTHWESTERLY 221.07 FEET, ALONG A CURVE TO THE LEFT, TANGENT TO THE LAST DESCRIBED LINE, CONTINUING ALONG SAID NORTH LINE OF PRECEDENCE AT PRAIRIE TRAIL PLAT 1, HAVING A RADIUS OF 2950.50 FEET, A DELTA ANGLE OF 0417'34" AND A CHORD DISTANCE OF 221.02 FEET WHICH BEARS NORTH 58'46'03" WEST; THENCE NORTHWESTERLY 474.89 FEET ALONG A CURVE TO THE LEFT, TANGENT TO THE LAST DESCRIBED CURVE, HAVING A RADIUS OF 948.00 FEET, A DELTA ANGLE OF 28*42'06" AND A CHORD DISTANCE OF 469.94 FEET WHICH BEARS NORTH 75"15'53" WEST; THENCE NORTH 89"36'56" WEST, TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 715.45 FEET; THENCE NORTHWESTERLY 681.56 FEET, ALONG A CURVE TO THE RIGHT, TANGENT TO THE LAST DESCRIBED LINE, HAVING A RADIUS OF 1052.00 FEET, A DELTA ANGLE OF 37°07'14" AND A CHORD DISTANCE OF 669.71 FEET WHICH BEARS NORTH 71°03'19" WEST; THENCE NORTH 52°29'42" WEST, TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 162.85 FEET; THENCE NORTHWESTERLY 621.33 FEET, ALONG A CURVE TO THE LEFT, TANGENT TO THE LAST DESCRIBED LINE, HAVING A RADIUS OF 948.00 FEET, A DELTA ANGLE OF 37'33'09" AND A CHORD DISTANCE OF 610.27 FEET WHICH BEARS NORTH 71"16'17" WEST; THENCE SOUTH 89"57'08" WEST, TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 354.51 FEET, TO THE EASTERLY RIGHT-OF-WAY LINE OF SW IRVINEDALE DRIVE; THENCE NORTH 09°30'41" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF SW IRVINEDALE DRIVE, A DISTANCE OF 101.41 FEET, TO THE SOUTH LINE OF LOT 1 OF SAID JOHN DEERE ACRES; THENCE NORTH 89'57'08" EAST ALONG SAID SOUTH LINE OF LOT 1 OF JOHN DEERE ACRES, A DISTANCE OF 2100.20 FEET, TO THE WEST LINE OF SAID LOT 11 OF JOHN DEERE PLACE; THENCE NORTH 00°02'52" WEST, ALONG SAID WEST LINE OF LOT 11 OF JOHN DEERE PLACE, A DISTANCE OF 50.00 FEET, TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 27; THENCE NORTH 89°57'08" EAST, ALONG SAID NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 27, A DISTANCE OF 317.92 FEET TO THE POINT OF BEGINNING, CONTAINING 95.33 ACRES MORE OR LESS.

SAID TRACT SUBJECT TO ANY AND ALL EASEMENTS, COVENANTS AND RESTRICTIONS OF RECORD.



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ORANGE CAP #11804

CURVE	LENGTH	RADIUS	DELTA ANGLE	TANGENT	CHORD DISTANCE	CHORD BEARING
C1	1147.70	2221.83	29°35'47"	586.96	1134.98	N10°44'31"W
C2	451.82	2221.83	11 ° 39'05"	226.69	451.04	N09°52'55"E
C3	152.76'	948.00'	9 13'58"	76.55'	152.60'	N65°31'49"W
C4	322.13'	948.00'	19 ° 28'08"	162.63'	320.58'	N79*52'52"W

NORTH LINE OF NW 1/4 SECTION 27-80-24

INSET

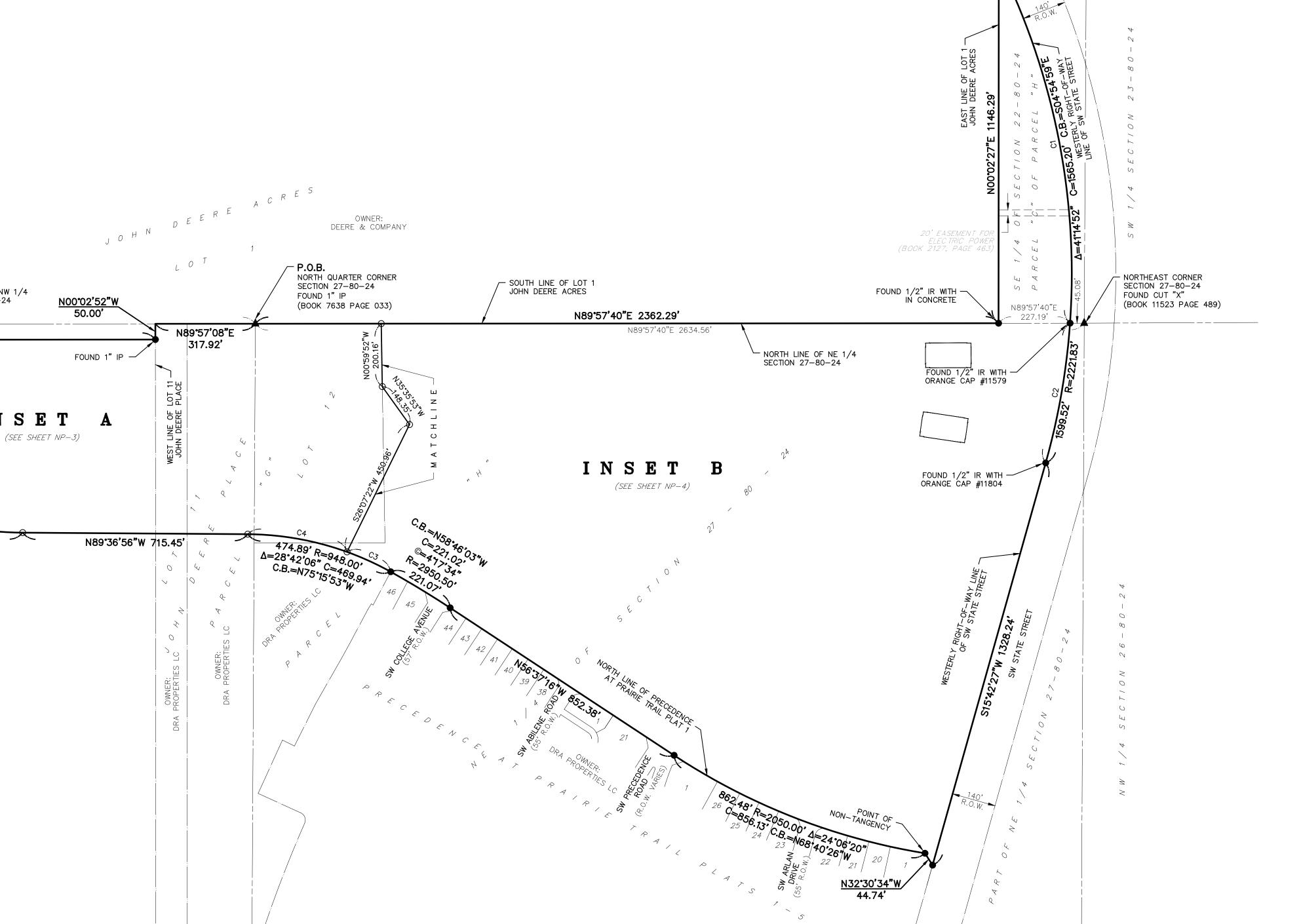
N89°57'08"E 2637.92'

- SOUTH LINE OF LOT 1 JOHN DEERE ACRES

DRA PROPERTIES LC

50' PIPE LINE EASEMENT (QUIT CLAIM DEED, USA TO DEERE MANUFACTURING CO. DES MOINES TITLE CO., No. 117921—A) (ALSO BOOK 2127, PAGE 465)

N89°57'08"E 2100.20'



V:\NAI 2017\Projects 2017\24002\dwg\Neighborhood Plan\24002-NP.dwg

BUSINESS

NAI NO.: 24002 DATE: 03/25/2024

SHEET 24" X 36"

VINTAGE BUSINESS PARK AT PRAIRIE TRAIL

INSETA

LEGEND O R.O.W. IR IP (R) 1234

FOUND SECTION CORNER
FOUND 5/8" IR WITH YELLOW CAP #12106 UNLESS OTHERWISE NOTED
SET MONUMENT USING 5/8" IR WITH RED CAP #18530
RIGHT-OF-WAY
ROUND IRON REBAR

ROUND IRON REBAR
ROUND IRON PIPE
RECORDED
PROPOSED ADDRESS
SUBJECT PROPERTY BOUNDARY LINE
SECTION LINE

EXISTING PROPERTY LINE

CURVE TABLE

C1 1147.70 2221.83 29*35'47" 586.96 1134.98 N10*44'31"W

C2 451.82 2221.83 11*39'05" 226.69 451.04 N09*52'55"E

C3 | 152.76' | 948.00' | 913'58" | 76.55' | 152.60' | N65'31'49"W

 C4
 322.13'
 948.00'
 19*28'08"
 162.63'
 320.58'
 N79*52'52"W

 C5
 345.51'
 1000.00'
 19*47'46"
 174.49'
 343.79'
 N79*43'03"W

 C6
 343.51
 1000.00
 19 47 46
 174.49
 343.79
 N79 43 03 W

 C6
 367.08'
 1048.00'
 20°04'09"
 185.44'
 365.21'
 N79°34'52"W

 C7
 647.87'
 1000.00'
 37°07'14"
 335.76'
 636.60'
 \$71°03'19"E

 C8
 497.86'
 952.00'
 29°57'48"
 254.76'
 492.20'
 \$74°38'02"E

 C9
 118.92'
 952.00'
 7°09'25"
 59.54'
 118.84'
 \$56°04'25"E

 C10
 655.42'
 1000.00'
 37°33'09"
 339.97'
 643.75'
 N71°16'17"W

 C11
 686.88'
 1048.00'
 37°33'09"
 356.28'
 674.65'
 N71°16'17"W

CURVE | LENGTH | RADIUS | ANGLE | TANGENT | DISTANCE |

PROPOSED PROPERTY LINE
EXISTING EASEMENT LINE
PROPOSED EASEMENT LINE
15' BUILDING SETBACK LINE UNLESS OTHERWISE NOTED

		// *	1 VOR		<u>\</u>	
100				C)	5
S	CAL	E:	1*		10	o'

PUBLIC / PRIVATE IMPROVEMENT NOTES

1. FUTURE IMPROVEMENTS SHOWN FOR VINTAGE PARKWAY ARE TAKEN FROM PRELIMINARY STREET PLANS PREPARED BY SNYDER AND ASSOCIATES. DEVELOPMENT WITHIN VINTAGE BUSINESS PARK AND FUTURE PLANNED RESIDENTIAL DEVELOPMENT TO THE SOUTH MAY REQUIRE AMENDMENTS TO THE PLANS PROVIDED TO ACCOMODATE ACCESS LOCATIONS AND UTILITY SERVICES.

2. AS PART OF FINAL CONSTRUCTION DOCUMENTS, EACH DEVELOPED LOT SHALL BE PROVIDED AN 8" WATER SERVICE AND 8" SANITARY SERVICE TO ALLOW FOR EACH BUILDING TO BE PROVIDED WITH SEPARATE SERVICES AS SITE PLANS ARE PREPARED. FOR LOTS ON THE SAME SIDE OF THE STREET AS A WATER MAIN, THE REQUIREMENT FOR AN 8" WATER SERVICE SHALL BE WAIVED, AND CONNECTION POINTS ESTABLISHED AS INDIVIDUAL SITE PLANS ARE DEVELOPED.

3. A 12" WATER MAIN IS CURRENTLY PROPOSED ON THE SOUTH SIDE OF VINTAGE PARKWAY. FUTURE WATER TOWER IMPROVEMENTS IN THE AREA MAY REQUIRE INSTALLATION OF AN ADDITIONAL 16" WATER MAIN ON THE NORTH SIDE OF VINTAGE PARKWAY, WHICH WOULD REDUCE THE MAIN SIZE REQUIREMENT ON THE SOUTH SIDE TO 8". THIS SHALL BE DETERMINED PRIOR TO CONSTRUCTION OF THE REMAINING SECTIONS OF VINTAGE PARKWAY.

4. A 8" WATER MAIN IS CURRENTLY PROPOSED ON THE SOUTH SIDE OF MAGAZINE ROAD. FUTURE WATER TOWER IMPROVEMENTS IN THE AREA MAY REQUIRE THIS MAIN TO BE INCREASED TO 16". THIS SHALL BE DETERMINED PRIOR TO CONSTRUCTION OF MAGAZINE ROAD.

5. THERE IS A POTENTIAL TO INTERCEPT AND REROUTE PORTIONS OF EXISTING SANITARY SEWER MAINS ACROSS LOTS 3, 6, AND 7; IF NECESSARY TO FACILITATE DEVELOPMENT. EASEMENTS SHALL BE PROVIDED AT THE TIME OF FINAL PLAT PREPARATION FOR EXISTING AND PROPOSED MAINS WHICH ARE TO REMAIN IN SERVICE. REALIGNMENTS THAT MAY AFFECT SEWER SIZE UNDER PUBLIC STREETS WILL NEED TO BE DETERMINED PRIOR TO APPROVAL OF CONSTRUCTION DRAWINGS FOR THESE SEGMENTS. THE EXTENT OF WHICH ABANDONED UTILITIES (WATER AND SANITARY SEWER) WILL BE REMOVED OR ABANDONED IN PLACE WILL BE DETERMINED AT TIME OF SITE PLAN REVIEW.

6. SANITARY SEWER DEPTH MAY INFLUENCE FINAL FINISHED FLOOR ELEVATIONS ON LOT 2, DEPENDING ON FINAL SITE PLAN LAYOUT.

7. PRIOR TO, OR AS PART OF THIS DEVELOPMENT; SANITARY SEWER SHALL BE EXTENDED AS SHOWN TO PROVIDE SERVICE TO LOTS 1, 4, AND 5.

8. UPON DEVELOPMENT OF A SITE PLANS FOR LOTS 9 AND 11, A DRAINAGE EASEMENT SHALL BE PROVIDED ACROSS THE SITE TO ENCOMPASS THE ULTIMATE STORM WATER FLOW PATH FOR OFF—SITE DRAINAGE AND STORM WATER MANAGEMENT IMPROVEMENTS RELATED TO CONSOLIDATED CONTROLS.

9. PROVIDE CONNECTION AT APPROPRIATE LOCATION TO EXISTING 14" WATER MAIN SERVING JOHN DEERE, AS PART OF WATER MAIN IMPROVEMENTS TO RUN PARALLEL TO SW VINTAGE PARKWAY. EXISTING 14" MAIN TO BE ABANDONED SOUTH OF VINTAGE PARKWAY.

MINIMUM SETBACKS:

FRONT YAR

50' ALONG SW STATE STREET & SW VINTAGE PARKWAY

15' ALONG SW MAGAZINE ROAD LOTS 1-3: 35' PARKING SETBACK FOR OFFICE USES

SIDE YARD — 15'
REAR YARD — 15'

NOTE: REFER TO P.U.D. GUIDELINES FOR ADDITIONAL SETBACK RESTRICTIONS FOR BUILDINGS AND ACCESSORY STRUCTURES

The MALINES WAS ASSESSED.

WAS STORY AND A
NAI NO.: 24002

DATE: 03/25/2024

DRAWN
BY: JHP

HECKED

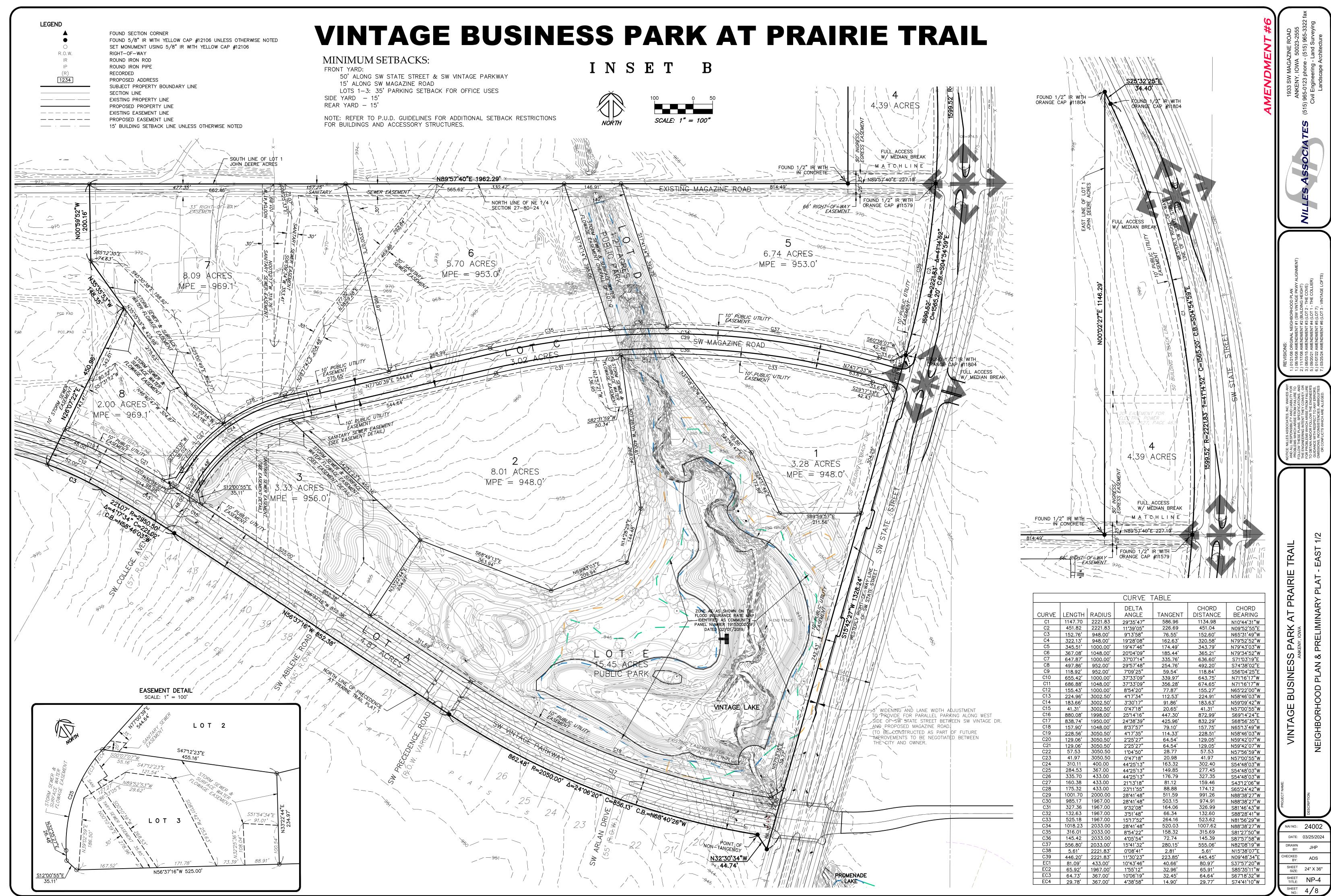
BUSINE

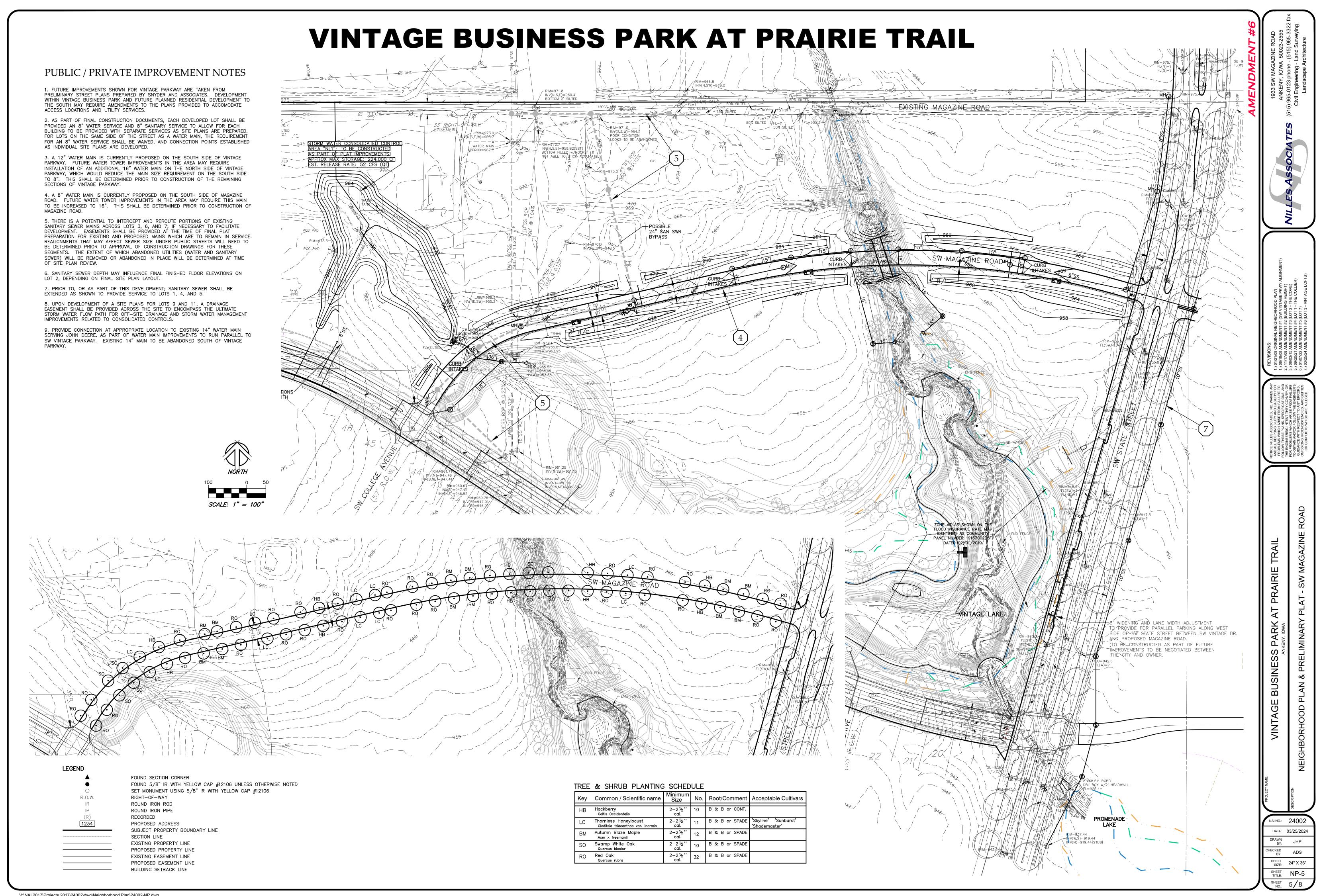
SHEET SIZE: 24" X 36"

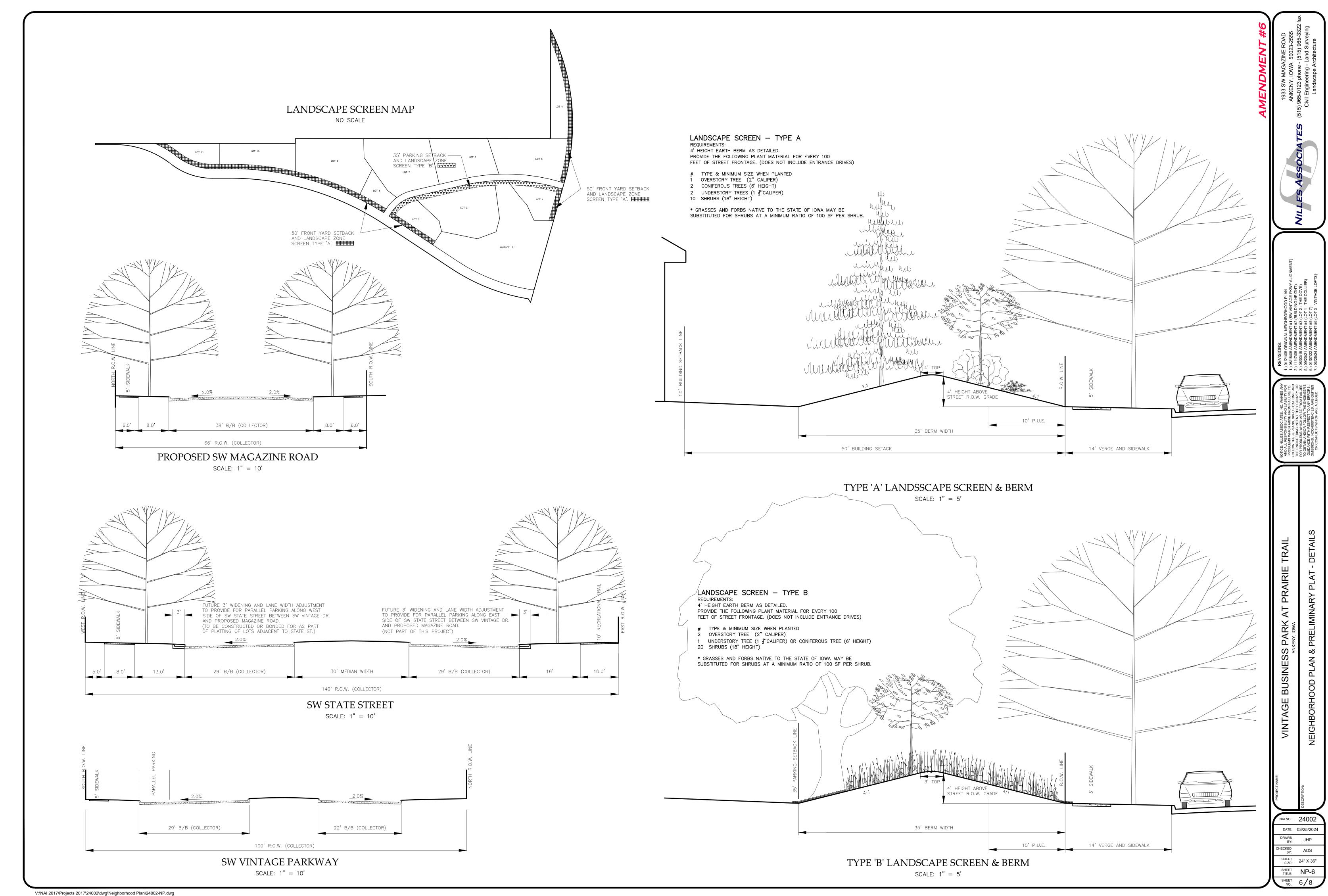
SHEET NP-3

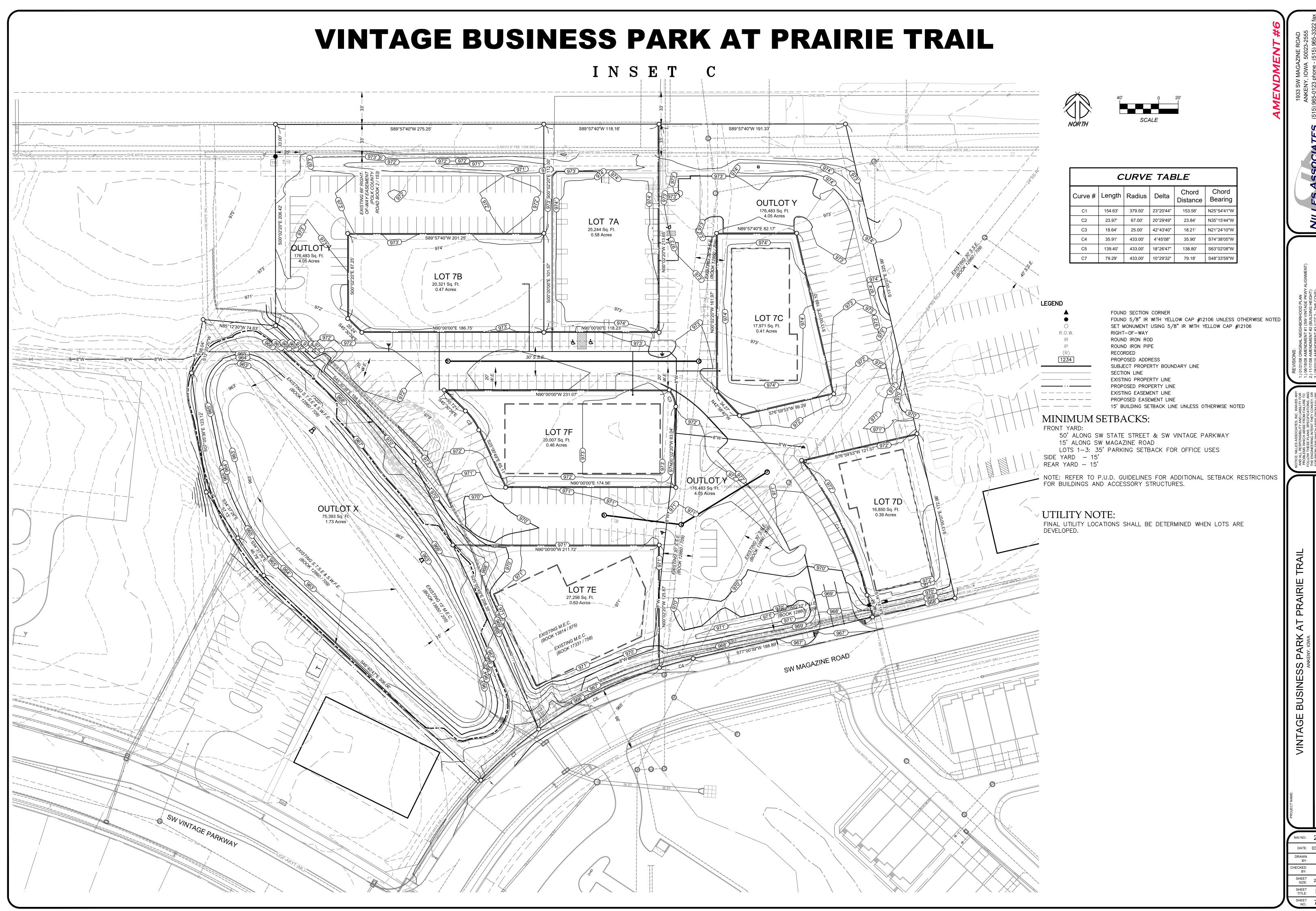
SHEET NP-3

V:\NAI 2017\Projects 2017\24002\dwg\Neighborhood Plan\24002-NP.dwg

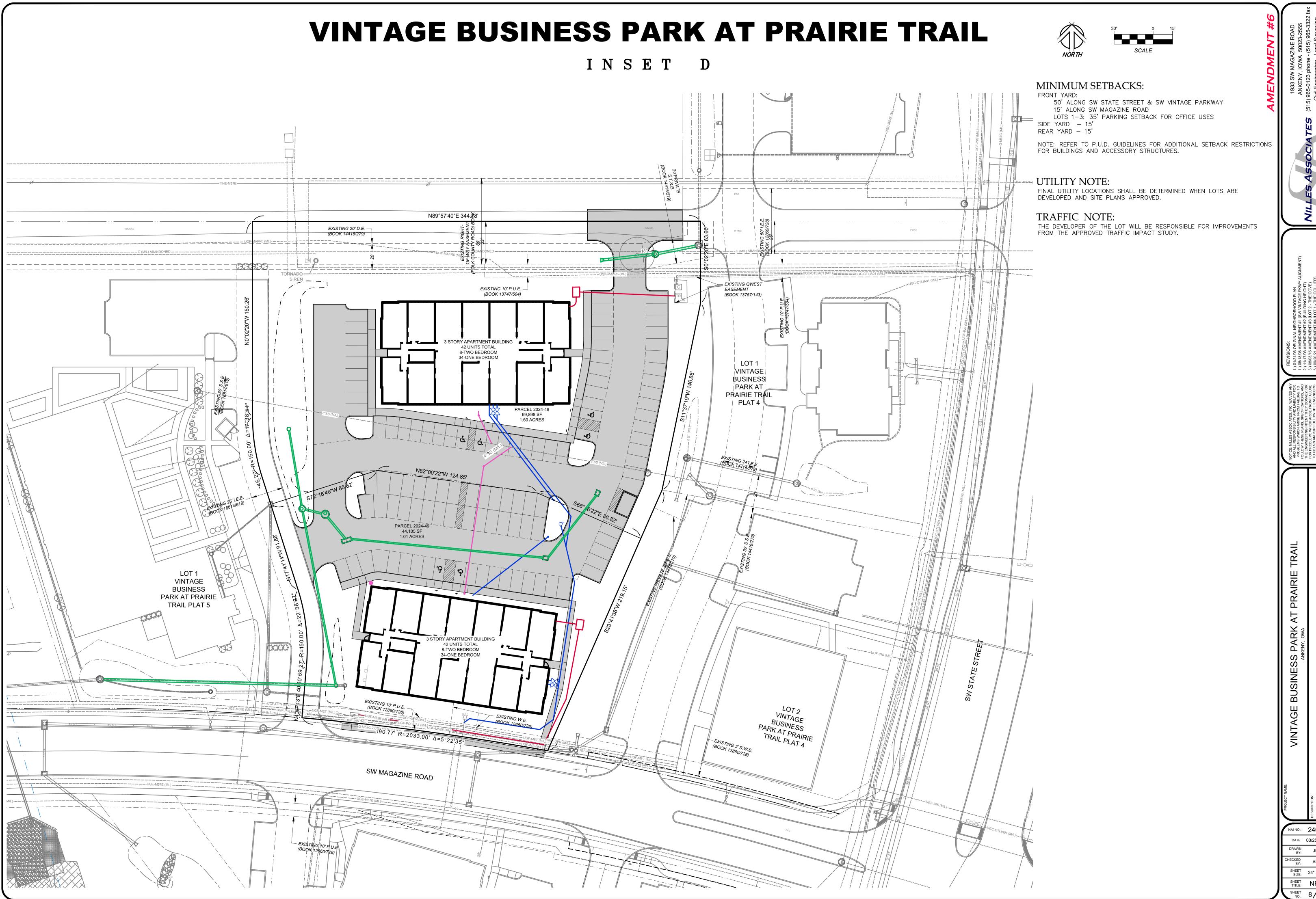








SHEET 24" X 36"



SHEET 24" X 36"



Meeting Minutes

Plan & Zoning Commission Meeting

Tuesday, March 19, 2024

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

CALL TO ORDER

Chair Ted Rapp called the March 19, 2024 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

ROLL CALL

Members present: Ted Rapp, Annette Renaud, Todd Ripper, Lisa West, and Randy Weisheit. Absent: Glenn Hunter and Trina Flack. Staff present: Eric Jensen, Eric Carstens, Deb Gervais, Jake Heil, Bryan Morrissey, Laura Hutzell, Ryan Kirschman and Brenda Fuglsang.

BUSINESS ITEMS

Item #6: Vintage Business Park Neighborhood Plan 6th Amendment

D.Gervais reported Vintage Business Park at Prairie Trail Neighborhood consists of 95 acres originally owned and developed by DRA Properties. She said the site is generally located north of SW Vintage Parkway and south of John Deere between SW State Street and SW Irvinedale Drive and is zoned Prairie Trail PUD in the Business Park Precinct. This is the 6th amendment to the neighborhood plan. She stated that DRA Properties and Caliber Iowa are now proposing a minor amendment to the plan relating to the use of the 2.62-acre Lot 5, which on the previous approved plan showed one building with a large parking area. She explained that the proposed amendment shows Lot 5 as a multi-family residential area subdivided into 2 lots with 2 three-story apartment buildings and a parking area to accommodate the use. She noted that the site will share existing access onto SW Magazine Road with Wags Pet Resort & Luxury Hotel, as well as utilize existing access onto SW State Street through an ingress/egress and right-of-way easement. There is a traffic impact study in progress. A note has been added to the neighborhood plan stating that the developer of the lot is responsible for any improvements resulting from an approved traffic impact study. Staff recommends approval of the 6th Amended Vintage Business Park at Prairie Trail Neighborhood Plan and rescind the previous plan approved March 7, 2022.

L.West asked if they are studying traffic both north and south? D.Gervais responded that the study is for SW Magazine, and she is pretty sure it includes the SW State Street access. L.West asked if the traffic study does not come back as expected, and if the Commission approves this amendment, would there be changes. D.Gervais responded, yes. There would need to be a decision on whether they want to proceed with the recommended improvements.

Adam Schoeppner, Nilles Associates, Inc., 1933 SW Magazine Road, Ankeny on behalf of the developer Caliber Iowa and current property owner DRA Properties. He stated that the developer plans to put two 42-unit apartment buildings on this lot with similar architecture and materials as the Vintage Loft buildings that are located across the street. He shared that they have completed traffic studies for the overall Vintage Business Park neighborhood over the past several years as each section to the west has been developed. He said that there was a previous commercial office use for this lot, so there have already been some traffic projections, so they are changing that to incorporate residential uses. The only difference with this traffic study from the previous study is the access onto SW State Street. They will look to see if it warrants any changes to SW State Street.

Motion by R.Weisheit recommend City Council approval of the 6th Amended Vintage Business Park at Prairie Trail Neighborhood Plan and rescind the previous plan approved March 7, 2022. Second by T.Ripper. Motion carried 4 - 0 - 1. (Abstain: T.Rapp).



Plan and Zoning Commission Staff Report

Meeting Date: March 19, 2024

Agenda Item: Vintage Business Park at Prairie Trail Neighborhood Plan 6th Amendment

Report Date: March 5, 2024
Prepared by: Deb Gervais, AICP

Senior Planner

Staff Recommendation:

That the Plan and Zoning Commission recommend City Council approval of the 6th Amended Vintage Business Park at Prairie Trail Neighborhood Plan and rescind the previous plan approved March 7, 2022.

Project Summary:

The original Vintage Business Park at Prairie Trail Neighborhood Plan was approved by City Council on January 21, 2008. An amended neighborhood plan was later approved by City Council on August 18, 2008, a second on November 17, 2008, a third on August 3, 2015, a fourth on September 20, 2021 and then a fifth on March 7, 2022.

DRA Properties is now proposing a minor amendment to the plan relating to the development of the 2.62-acre Lot 5. The previous approved neighborhood plan for Lot 5 shows one building with a large parking area.

The proposed plan amendment now shows Lot 5 being subdivided into two lots with two three-story apartment buildings and a parking area to accommodate the use. To the south and west, the buildings will share an existing access with Wags Pet Resort & Luxury Hotel onto SW Magazine Road. To the north and east, the buildings will share an existing access onto SW State Street through an ingress/egress easement and right-of-way easement between 1250 and 1310 SW State Street.

There is a traffic impact study in progress. A note has been added to the neighborhood plan stating that the developer of the lot is responsible for any improvements resulting from an approved traffic impact study.

The typical process for projects to be approved in this area requires compliance with the applicable neighborhood plan and subdivision as needed. Then a site plan is required with building and signage review by the Architectural Review Board and administrative approval by the Director of Community Development.



1933 SW Magazine Road Ankeny, IA 50023 (515) 965-0123 office / (515) 965-3322 fax nillesinc.com

February 16, 2024

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

RE:

Vintage Business Park Neighborhood Plan Amendment

Approval Letter

Plan and Zoning Commission, Honorable Mayor and Members of the City Council:

On behalf of DRA Properties and Caliber Iowa, we are pleased to submit for your review and approval of the Amendment to the Vintage Business Park Neighborhood Plan, located in Prairie Trail.

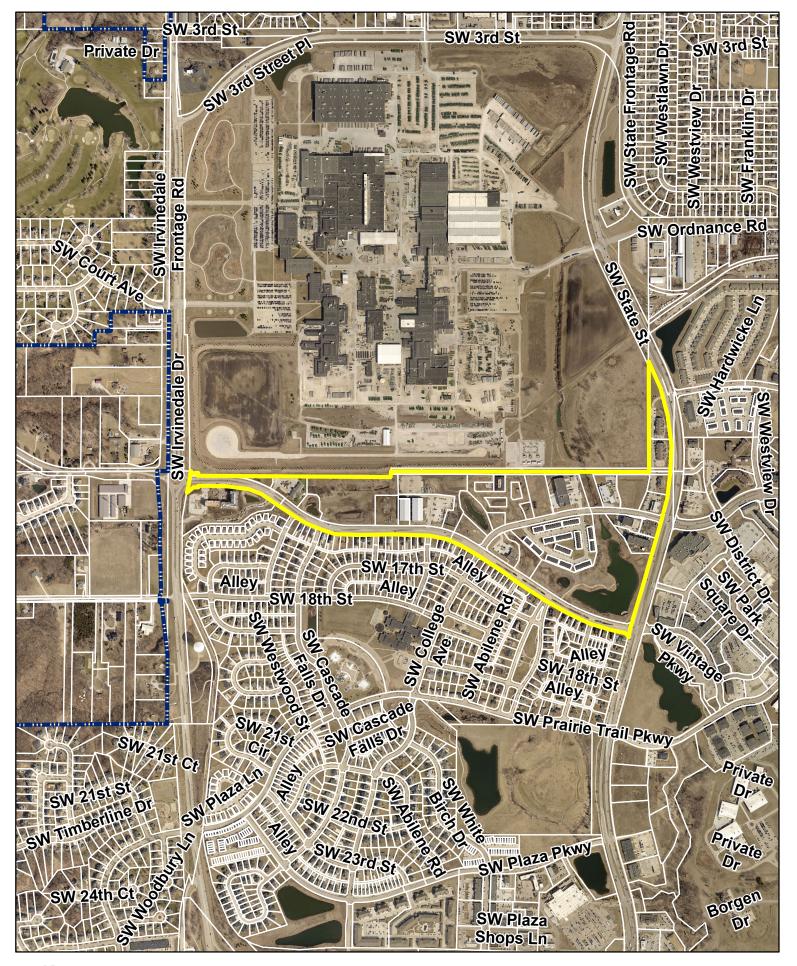
The owner and developer have directed Nilles Associates to amend the previously approved Neighborhood Plan to include multi-family uses on Lot 2, Vintage Business Park at Prairie Trail Plat 5. Lot 2 lies on the north side of SW Magazine Road and the proposed multi-family buildings will reflect the architecture and design of the Vintage Lofts residential building directly across the street.

The Neighborhood Plan has been prepared in accordance with the City of Ankeny's standards and Municipal Code. We respectfully request the City's review and approval of this Neighborhood Plan to allow the project to proceed. If you should have any questions or require any additional information, please feel free to contact me to discuss such items further.

Sincerely,

Adam Schoeppner

NILLES ASSOCIATES, INC.









ANKENY CITY COUNCIL

City Council Agenda

April 1, 2024 5:30 PM

Mark Holm, Mayor Bobbi Bentz, Mayor Pro tem

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

ORIGINATING DEPARTMENT:	COUNCIL GOAL:		
Planning and Building	Ensure Economic Vitality		
ACTION REQUESTED:			
Resolution			
LEGAL:			
SUE	BJECT:		
• •	ng a Public Drainage Easement and Subdivision Bond development of Lot 1, Heritage Commercial at Prairie		
EXECUTIV	E SUMMARY:		
FISCAL I	MPACT: No		
CITY MANAGER'S I	RECOMMENDATIONS:		
Approve and accept resolution.			
PREVIOUS COUNCIL/COM	MISSION/BOARD ACTION(S):		
PUBLIC OUTREACH EFFORTS:			

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

C	Click to download
П	<u>Resolution</u>
П	D. Public Drainage Escargant

RESOLUTION

RESOLUTION ACCEPTING A PUBLIC DRAINAGE EASEMENT AND SUBDIVISION BOND FOR SEEDING AND EROSION CONTROL ASSOCIATED WITH THE DEVELOPMENT OF LOT 1, HERITAGE COMMERCIAL AT PRAIRIE TRAIL PLAT 1

WHEREAS, the City Council has accepted the final plat for Heritage Commercial at Prairie Trail Plat 1 on December 18, 2023; and

WHEREAS, a Public Drainage Easement associated with the development of Lot 1, Heritage Commercial at Prairie Trail Plat 1, as shown on the attached Easement Plat, has been accepted by the City Engineer and Director of Community Development of the City of Ankeny, Iowa; and

WHEREAS, surety for completion of site seeding and silt fence is needed; and

WHEREAS, Subdivision Bond number 100200734 for the above described improvements has been submitted; and

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

- 1. That the Public Drainage Easement associated with the development of Lot 1, Heritage Commercial at Prairie Trail Plat 1 is hereby accepted; and
- 2. That Subdivision Bond number GM 100200734 is hereby accepted.

PASSED AND APPROVED on this 1st day of April 2024.

ATTEST:	Mark E. Holm, Mayor	
Michelle Yuska, City Clerk	-	

WHEN RECORDED RETURN TO:

City Clerk 410 W. 1st Street Ankeny, Iowa 50023

Preparer Information: Adam Schoeppner Nilles Associates, Inc. 1933 SW Magazine Rd Ankeny, Iowa 50023 Phone: 515 965-0123

PUBLIC DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Prairie Trail Commercial, LLC, of the City of West Des Moines, County of Polk, State of Iowa, hereinafter referred to as "Grantor", in consideration of the sum of one dollar (\$1.00), and other valuable consideration, in hand paid by the City of Ankeny, Iowa, receipt of which is hereby acknowledged, do hereby sell, grant and convey unto the City of Ankeny, Iowa, a municipal corporation, in the County of Polk, State of Iowa, hereinafter referred to as "Grantee" or "City", a permanent easement under, through, and across the following described real estate:

See attached Exhibit "A"

That the above described easement is granted unto the City of Ankeny, Iowa for the purpose of constructing, reconstructing, repairing, replacing, enlarging, inspecting and maintaining the following public improvements:

Public Drainage

- 1. Erection and Placement of Structures, Obstructions, Plantings or Materials Prohibited. Grantor and its grantees, assigns and transferees shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City.
- 2. <u>Change of Grade Prohibited.</u> Grantor and its grantees, assigns and transferees shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor, its grantees, assigns or transferees.
- 3. <u>Right of Access.</u> The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.
- 4. <u>Property to be Restored.</u> The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees, or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any improvements located within the Easement Area.
- 5. <u>Liability.</u> Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor the property damage or any improvements or obstructions

thereon resulting from the City's exercise of this Easement. Grantor agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives.

- 6. <u>Easement Benefit.</u> This easement shall be for the benefit of the City, its successors and assigns, and its permittees and licensees.
- 7. Easement Runs with Land. This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.
- 8. <u>Consent and Subordination of Mortgage Holder(s)</u>. By signing this Agreement, the undersigned lender, its successors and assigns consents to the terms of this agreement and hereby subordinates its interest in the Easement Area to the interest of the City and its successors and assigns.
- 9. <u>Approval by City Council.</u> This Easement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.

That the Grantor does hereby covenant with the said Grantee, and successor-in-interest, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Signed this 25 day of March, 2024.

Grantor:	
By: JR	
Name: Jared Johnson	
Title: Member	
STATE OF IOWA, COUNTY OF all a 5	, ss:
On this 25 day of March 2021, before me, the und	lersigned, a Notary Public in and for said County and
State personally appeared John Town, to me personally k	nown, who being by me duly sworn, did say that he is

we executing the within and foregoing instrument and acknowledged that he executed the same as his

voluntary act and deed of the Prairie Trail Commercial, LLC, by it and by him voluntarily executed.

Notary Public in and for the State of Iowa

LISA JO SKIPTON
Commission Number 782774
My Commission Expires
February 21, 2026

EXHIBIT 'A'

PROPRIETOR & REQUESTED BY

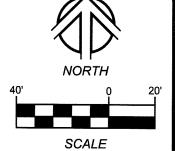
Prairie Trail Commercial LLC c/o Jared Johnson 9500 University Avenue, Suite 2112 West Des Moines, Iowa 50266 Phone: (515) 556-0124

LEGEND

P.O.B.

Point of Beginning

Subject easement area Existing boundary line Existing easement line



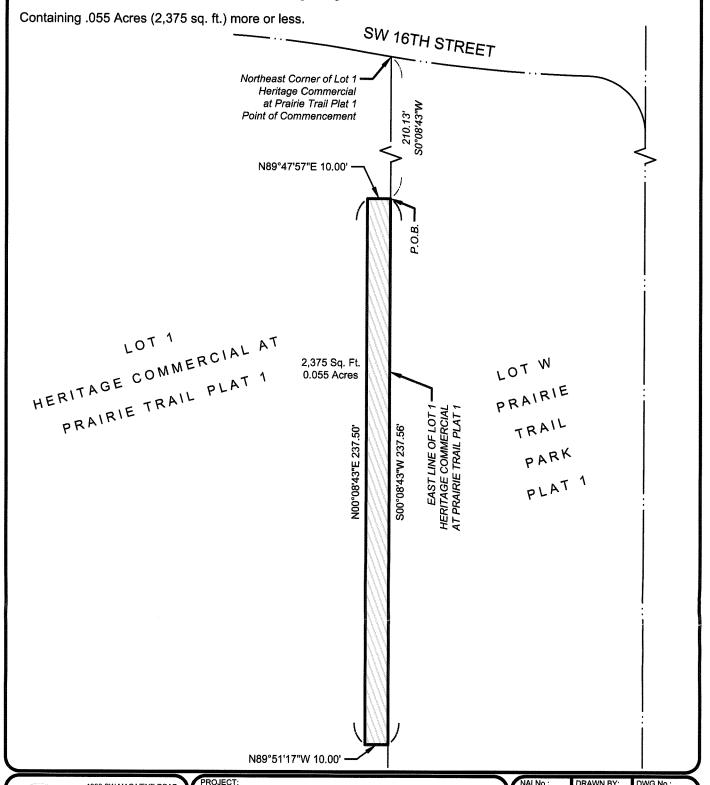
SUBJECT PROPERTY LEGAL DESCRIPTION

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

DESCRIPTION OF PROPOSED PERMANENT EASEMENT

That part of Lot 1, HERITAGE COMMERCIAL AT PRAIRIE TRAIL PLAT 1, an official plat, located in the City of Ankeny, Polk County, Iowa, being more particularly described as follows:

Commencing at the northeast corner of Lot 1, HERITAGE COMMERCIAL AT PRAIRIE TRAIL PLAT 1, thence S 00° 08' 43" W, a distance of 210.13 feet, to the Point of Beginning; thence S 00° 08' 43" W, a distance of 237.56 feet, thence N 89° 51' 17" W, a distance of 10.00 feet, thence N 00° 08' 43" E, a distance of 237.50 feet, thence N 89° 47' 57" E, a distance of 10.00 feet, to the Point of Beginning.



LOCATION: HERITAGE COMMERCIAL AT PRAIRIE TRAIL, ANKENY, IOWA



ANKENY CITY COUNCIL

City Council Agenda

April 1, 2024 5:30 PM

Mark Holm, Mayor Bobbi Bentz, Mayor Pro tem

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

ORIGINATING DEPARTMENT:	COUNCIL GOAL:			
Municipal Utilities	Upgrade Essential Infrastructure			
ACTION REQUESTED:				
Resolution				
LEGAL:				
No Review Required				
SUBJECT:				
Consider motion to adopt RESOLUTION accepting public improvements in Canyon Landing Duplexes Plat 2 for utilities & subgrade.				
EXECUTIVE SUMMARY:				
FISCAL IMPACT: No				
CITY MANAGER'S RECOMMENDATIONS:				
PREVIOUS COUNCIL/COM	MISSION/BOARD ACTION(S):			
PUBLIC OUTR	EACH EFFORTS:			

ACTION REQUESTED:

ATTACHMENTS:

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Resolution

RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS IN CANYON LANDING DUPLEXES PLAT 2 FOR UTILITIES AND SUBGRADE

WHEREAS, on the 5th day of September, 2023, the City of Ankeny, Iowa entered into a three-party contract with Elder Corporation, the Contractor, and Stubbs Development, the Developer, for the construction of certain public improvements generally described as Utilities and Subgrade, approved under Resolution No. 2023-348; and

WHEREAS, the City of Ankeny, Iowa has received the attached Certificate of Completion on behalf of the Developer from the Developer's Engineer that the construction of the public improvements has been completed on April 1st, 2024 with the following exceptions:

NONE.

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

- 1. That the Certificate of Completion received on behalf of the Developer from the Developer's Engineer be hereby received and filed; and
- 2. That the above-described improvements be and are hereby accepted based on said certification.

	CITY OF ANKENY, IOWA	
	By:	
	Mark E. Holm, Mayor	
ATTEST:		
By:		
Michelle Yuska, City Clerk		

Canyon Landing Duplexes Plat 2

Ankeny, Iowa

April 1, 2024

This is to certify that the construction improvements on the **Canyon Landing Duplexes Plat 2** project have been completed in substantial compliance with the plans and specifications for the project. I hereby recommend acceptance of the project.

Respectfully submitted,

Branden Stubbs, P.E. Stubbs Engineering



City Council Agenda

April 1, 2024 5:30 PM

Mark Holm, Mayor Bobbi Bentz, Mayor Pro tem

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

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Municipal Utilities	Upgrade Essential Infrastructure
ACTION REQUESTED:	
Resolution	
LEGAL:	
No Review Required	
SUB	JECT:
Consider motion to adopt RESOLUTION accepting Plat 2 for paving.	g public improvements in Canyon Landing Duplexes
EXECUTIVE	E SUMMARY:
FISCAL IN	MPACT: No
CITY MANAGER'S R	ECOMMENDATIONS:
PREVIOUS COUNCIL/COM	MISSION/BOARD ACTION(S):
PUBLIC OUTRI	EACH EFFORTS:

ATTACHMENTS:

Click to download

Resolution

RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS IN CANYON LANDING DUPLEXES PLAT 2 FOR PAVING

WHEREAS, on the 5th day of September, 2023, the City of Ankeny, Iowa entered into a three-party contract with Manatts Inc., the Contractor, and Stubbs Development, the Developer, for the construction of certain public improvements generally described as Paving, approved under Resolution No. 2023-049; and

WHEREAS, the City of Ankeny, Iowa has received the attached Certificate of Completion on behalf of the Developer from the Developer's Engineer that the construction of the public improvements has been completed on April 1st, 2024 with the following exceptions:

NONE.

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

- 1. That the Certificate of Completion received on behalf of the Developer from the Developer's Engineer be hereby received and filed; and
- 2. That the above-described improvements be and are hereby accepted based on said certification.

	CITY OF ANKENY, IOWA
	Ву:
	Mark E. Holm, Mayor
ATTEST:	
By:Michelle Yuska, City Clerk	<u> </u>

Canyon Landing Duplexes Plat 2

Ankeny, Iowa

April 1, 2024

This is to certify that the construction improvements on the **Canyon Landing Duplexes Plat 2** project have been completed in substantial compliance with the plans and specifications for the project. I hereby recommend acceptance of the project.

Respectfully submitted,

Branden Stubbs, P.E. Stubbs Engineering



City Council Agenda

April 1, 2024 5:30 PM

Mark Holm, Mayor Bobbi Bentz, Mayor Pro tem

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

ORIGINATING DEPARTMENT:	COUNCIL GOAL:	
Municipal Utilities	Upgrade Essential Infrastructure	
ACTION REQUESTED:		
Resolution		
LEGAL:		
No Review Required		
SUE	BJECT:	
Consider motion to adopt RESOLUTION accepting public improvements in Canyon Landing Townhomes Plat 2 for utilities & subgrade.		
EXECUTIV	E SUMMARY:	
FISCAL I	MPACT: N ₀	
CITY MANAGER'S RECOMMENDATIONS:		
PREVIOUS COUNCIL/COM	MISSION/BOARD ACTION(S):	
PUBLIC OUTR	EACH EFFORTS:	

ATTACHMENTS:

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Resolution

RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS IN CANYON LANDING TOWNHOMES PLAT 2 FOR UTILITIES AND SUBGRADE

WHEREAS, on the 21st day of August, 2023, the City of Ankeny, Iowa entered into a three-party contract with Elder Corporation, the Contractor, and Stubbs Development, the Developer, for the construction of certain public improvements generally described as Utilities and Subgrade, approved under Resolution No. 2023-322; and

WHEREAS, the City of Ankeny, Iowa has received the attached Certificate of Completion on behalf of the Developer from the Developer's Engineer that the construction of the public improvements has been completed on April 1st, 2024 with the following exceptions:

NONE.

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

- 1. That the Certificate of Completion received on behalf of the Developer from the Developer's Engineer be hereby received and filed; and
- 2. That the above-described improvements be and are hereby accepted based on said certification.

	CITY OF ANKENY, IOWA
	By:
	Mark E. Holm, Mayor
ATTEST:	
By:	
Michelle Yuska, City Clerk	

Canyon Landing Townhomes Plat 2

Ankeny, Iowa

March 14, 2024

This is to certify that the construction improvements on the **Canyon Landing Townhomes Plat 2** project have been completed in substantial compliance with the plans and specifications for the project. I hereby recommend acceptance of the project.

Respectfully submitted,

Branden Stubbs, P.E. Stubbs Engineering



City Council Agenda

April 1, 2024 5:30 PM

Mark Holm, Mayor Bobbi Bentz, Mayor Pro tem

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

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Municipal Utilities	Upgrade Essential Infrastructure
ACTION REQUESTED:	
Resolution	
LEGAL:	
No Review Required	
SUE	BJECT:
Consider motion to adopt RESOLUTION accepting utilities	ng public improvements in Canyon Landing Plat 2 for
EXECUTIV	E SUMMARY:
FISCAL II	MPACT: No
CITY MANAGER'S F	RECOMMENDATIONS:
PREVIOUS COUNCIL/COM	MISSION/BOARD ACTION(S):
PUBLIC OUTR	EACH EFFORTS:

ATTACHMENTS:

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Resolution

RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS IN CANYON LANDING PLAT 2 FOR UTILITIES

WHEREAS, on the 16th day of May, 2022, the City of Ankeny, Iowa entered into a three-party contract with The Underground Company, Ltd., the Contractor, and Stubbs Development, the Developer, for the construction of certain public improvements generally described as Utilities, approved under Resolution No. 2022-274; and

WHEREAS, the City of Ankeny, Iowa has received the attached Certificate of Completion on behalf of the Developer from the Developer's Engineer that the construction of the public improvements has been completed on April 1stst, 2024 with the following exceptions:

NONE.

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

- 1. That the Certificate of Completion received on behalf of the Developer from the Developer's Engineer be hereby received and filed; and
- 2. That the above-described improvements be and are hereby accepted based on said certification.

	CITY OF ANKENY, IOWA	
	By:	
	Mark E. Holm, Mayor	
ATTEST:		
By:		
Michelle Yuska, City Clerk		

Canyon Landing Plat 2

Ankeny, Iowa

April 1, 2024

This is to certify that the construction improvements on the **Canyon Landing Plat 2** project have been completed in substantial compliance with the plans and specifications for the project. I hereby recommend acceptance of the project.

Respectfully submitted,

Branden Stubbs, P.E.

Stubbs Engineering



City Council Agenda

April 1, 2024 5:30 PM

Mark Holm, Mayor Bobbi Bentz, Mayor Pro tem

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

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Municipal Utilities	Upgrade Essential Infrastructure
ACTION REQUESTED:	
Resolution	
LEGAL:	
No Review Required	
SUE	BJECT:
Consider motion to adopt RESOLUTION accepting subgrade	ng public improvements in Canyon Landing Plat 2 for
EXECUTIV	E SUMMARY:
FISCAL II	MPACT: No
CITY MANAGER'S F	RECOMMENDATIONS:
PREVIOUS COUNCIL/COM	MISSION/BOARD ACTION(S):
PUBLIC OUTR	EACH EFFORTS:

ATTACHMENTS:

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Resolution

RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS IN CANYON LANDING PLAT 2 FOR SUBGRADE PREP

WHEREAS, on the 16th day of May, 2022, the City of Ankeny, Iowa entered into a three-party contract with McAninch Corporation, the Contractor, and Stubbs Development, the Developer, for the construction of certain public improvements generally described as Subgrade Prep, approved under Resolution No. 2022-275; and

WHEREAS, the City of Ankeny, Iowa has received the attached Certificate of Completion on behalf of the Developer from the Developer's Engineer that the construction of the public improvements has been completed on April 1st, 2024 with the following exceptions:

NONE.

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

- 1. That the Certificate of Completion received on behalf of the Developer from the Developer's Engineer be hereby received and filed; and
- 2. That the above-described improvements be and are hereby accepted based on said certification.

	CITY OF ANKENY, IOWA	
	By:	
	Mark E. Holm, Mayor	
ATTEST:		
By:		
Michelle Yuska, City Clerk		

Canyon Landing Plat 2

Ankeny, Iowa

April 1, 2024

This is to certify that the construction improvements on the **Canyon Landing Plat 2** project have been completed in substantial compliance with the plans and specifications for the project. I hereby recommend acceptance of the project.

Respectfully submitted,

Branden Stubbs, P.E.

Stubbs Engineering



City Council Agenda

April 1, 2024 5:30 PM

Mark Holm, Mayor Bobbi Bentz, Mayor Pro tem

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

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Municipal Utilities	Upgrade Essential Infrastructure
ACTION REQUESTED:	
Resolution	
LEGAL:	
No Review Required	
SI	UBJECT:
Consider motion to adopt RESOLUTION acceptaving.	oting public improvements in Canyon Landing Plat 2 for
EXECUT	IVE SUMMARY:
FISCAL IMPACT: No	
CITY MANAGER'S RECOMMENDATIONS:	
PREVIOUS COUNCIL/CO	MMISSION/BOARD ACTION(S):
PUBLIC OUT	TREACH EFFORTS:

ATTACHMENTS:

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Resolution

RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS IN CANYON LANDING PLAT 2 FOR PAVING

WHEREAS, on the 16th day of May, 2022, the City of Ankeny, Iowa entered into a three-party contract with Manatts Inc., the Contractor, and Stubbs Development, the Developer, for the construction of certain public improvements generally described as Paving, approved under Resolution No. 2022-275; and

WHEREAS, on the 3rd day of July, 2023, the City of Ankeny, Iowa terminated the contract and bond approved under Resolution No. 2022-275 and entered into a three-party contract with Sternquist Construction, the Contractor, and Stubbs Development, the Developer, for the construction of certain public improvements generally described as Paving, approved under Resolution No. 2023-279; and

WHEREAS, the City of Ankeny, Iowa has received the attached Certificate of Completion on behalf of the Developer from the Developer's Engineer that the construction of the public improvements has been completed on April 1st, 2024 with the following exceptions:

NONE.

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

- 1. That the Certificate of Completion received on behalf of the Developer from the Developer's Engineer be hereby received and filed; and
- 2. That the above-described improvements be and are hereby accepted based on said certification.

	CITY OF ANKENY, IOWA	
	By:	
	Mark E. Holm, Mayor	
ATTEST:		
By:		
Michelle Yuska, City Clerk		

Canyon Landing Plat 2

Ankeny, Iowa

April 1, 2024

This is to certify that the construction improvements on the **Canyon Landing Plat 2** project have been completed in substantial compliance with the plans and specifications for the project. I hereby recommend acceptance of the project.

Respectfully submitted,

Branden Stubbs, P.E.

Stubbs Engineering



City Council Agenda

April 1, 2024 5:30 PM

Mark Holm, Mayor Bobbi Bentz, Mayor Pro tem

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

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Municipal Utilities	Upgrade Essential Infrastructure
ACTION REQUESTED:	
Resolution	
LEGAL:	
No Review Required	
SUE	BJECT:
Consider motion to adopt RESOLUTION accepting utilities & subgrade.	ng public improvements in Canyon Landing Plat 3 for
EXECUTIV	E SUMMARY:
FISCAL I	MPACT: No
CITY MANAGER'S F	RECOMMENDATIONS:
PREVIOUS COUNCIL/COM	MISSION/BOARD ACTION(S):
PUBLIC OUTR	EACH EFFORTS:

ATTACHMENTS:

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Resolution

RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS IN CANYON LANDING PLAT 3 FOR UTILITIES AND SUBGRADE

WHEREAS, on the 18th day of September, 2023, the City of Ankeny, Iowa entered into a three-party contract with Elder Corporation, the Contractor, and Stubbs Development, the Developer, for the construction of certain public improvements generally described as Utilities and Subgrade, approved under Resolution No. 2023-363; and

WHEREAS, the City of Ankeny, Iowa has received the attached Certificate of Completion on behalf of the Developer from the Developer's Engineer that the construction of the public improvements has been completed on April 1st, 2024 with the following exceptions:

NONE.

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

- 1. That the Certificate of Completion received on behalf of the Developer from the Developer's Engineer be hereby received and filed; and
- 2. That the above-described improvements be and are hereby accepted based on said certification.

	CITY OF ANKENY, IOWA	
	By:	
	Mark E. Holm, Mayor	
ATTEST:		
By:		
Michelle Yuska, City Clerk		

Canyon Landing Plat 3

Ankeny, Iowa

April 1, 2024

This is to certify that the construction improvements on the Canyon Landing Plat 3 project have been completed in substantial compliance with the plans and specifications for the project. I hereby recommend acceptance of the project.

Respectfully submitted,

Branden Stubbs, P.E. Stubbs Engineering



City Council Agenda

April 1, 2024 5:30 PM

Mark Holm, Mayor Bobbi Bentz, Mayor Pro tem

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

ORIGINATING DEPARTMENT:	COUNCIL GOAL:	
Municipal Utilities	Upgrade Essential Infrastructure	
ACTION REQUESTED:		
Resolution		
LEGAL:		
No Review Required		
SUBJECT:		
Consider motion to adopt RESOLUTION accepting paving.	ng public improvements in Canyon Landing Plat 3 for	
EXECUTIVE SUMMARY:		
FISCAL IMPACT: No		
CITY MANAGER'S RECOMMENDATIONS:		
PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):		
PUBLIC OUTREACH EFFORTS:		

ATTACHMENTS:

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Resolution

RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS IN CANYON LANDING PLAT 3 FOR PAVING

WHEREAS, on the 18th day of September, 2023, the City of Ankeny, Iowa entered into a three-party contract with Manatts Inc., the Contractor, and Stubbs Development, the Developer, for the construction of certain public improvements generally described as Paving, approved under Resolution No. 2023-364; and

WHEREAS, the City of Ankeny, Iowa has received the attached Certificate of Completion on behalf of the Developer from the Developer's Engineer that the construction of the public improvements has been completed on April 1st, 2024 with the following exceptions:

NONE.

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

- 1. That the Certificate of Completion received on behalf of the Developer from the Developer's Engineer be hereby received and filed; and
- 2. That the above-described improvements be and are hereby accepted based on said certification.

	CITY OF ANKENY, IOWA	
	By:	
	Mark E. Holm, Mayor	
ATTEST:		
By:		
Michelle Yuska, City Clerk		

Canyon Landing Plat 3

Ankeny, Iowa

April 1, 2024

This is to certify that the construction improvements on the Canyon Landing Plat 3 project have been completed in substantial compliance with the plans and specifications for the project. I hereby recommend acceptance of the project.

Respectfully submitted,

Branden Stubbs, P.E. Stubbs Engineering



City Council Agenda

April 1, 2024 5:30 PM

Mark Holm, Mayor Bobbi Bentz, Mayor Pro tem

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

ORIGINATING DEPARTMENT: Municipal Utilities	COUNCIL GOAL:	
ACTION REQUESTED: Resolution		
LEGAL: No Review Required		
	SUBJECT:	
Consider motion to adopt RESOLUTION acutilities & subgrade.	cepting public improvements in Canyon Landing Plat 4 for	
EXECU	UTIVE SUMMARY:	
FISCAL IMPACT: No		
CITY MANAGER'S RECOMMENDATIONS:		
PREVIOUS COUNCIL/O	COMMISSION/BOARD ACTION(S):	
PUBLIC O	OUTREACH EFFORTS:	

ATTACHMENTS:

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Resolution

RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS IN CANYON LANDING PLAT 4 FOR UTILITIES AND SUBGRADE

WHEREAS, on the 18th day of September, 2023, the City of Ankeny, Iowa entered into a three-party contract with Elder Corporation, the Contractor, and Stubbs Development, the Developer, for the construction of certain public improvements generally described as Utilities and Subgrade, approved under Resolution No. 2023-366; and

WHEREAS, the City of Ankeny, Iowa has received the attached Certificate of Completion on behalf of the Developer from the Developer's Engineer that the construction of the public improvements has been completed on April 1st, 2024 with the following exceptions:

NONE.

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

- 1. That the Certificate of Completion received on behalf of the Developer from the Developer's Engineer be hereby received and filed; and
- 2. That the above-described improvements be and are hereby accepted based on said certification.

	CITY OF ANKENY, IOWA	
	By:	
	Mark E. Holm, Mayor	
ATTEST:		
By:		
Michelle Yuska, City Clerk		

Canyon Landing Plat 4

Ankeny, Iowa

April 1, 2024

This is to certify that the construction improvements on the **Canyon Landing Plat 4** project have been completed in substantial compliance with the plans and specifications for the project. I hereby recommend acceptance of the project.

Respectfully submitted,

Branden Stubbs, P.E. Stubbs Engineering



City Council Agenda

April 1, 2024 5:30 PM

Mark Holm, Mayor Bobbi Bentz, Mayor Pro tem

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

ORIGINATING DEPARTMENT:	COUNCIL GOAL:	
Municipal Utilities	Upgrade Essential Infrastructure	
ACTION REQUESTED:		
Resolution		
LEGAL:		
No Review Required		
SUBJECT:		
Consider motion to adopt RESOLUTION accepting paving.	ng public improvements in Canyon Landing Plat 4 for	
EXECUTIVE SUMMARY:		
FISCAL IMPACT: No		
CITY MANAGER'S RECOMMENDATIONS:		
PREVIOUS COUNCIL/COM	MISSION/BOARD ACTION(S):	
PUBLIC OUTREACH EFFORTS:		

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download

Resolution

Certificate of Completion

RESOLUTION

RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS IN CANYON LANDING PLAT 4 FOR PAVING

WHEREAS, on the 18th day of September, 2023, the City of Ankeny, Iowa entered into a three-party contract with Manatts Inc., the Contractor, and Stubbs Development, the Developer, for the construction of certain public improvements generally described as Paving, approved under Resolution No. 2023-367; and

WHEREAS, the City of Ankeny, Iowa has received the attached Certificate of Completion on behalf of the Developer from the Developer's Engineer that the construction of the public improvements has been completed on April 1st, 2024 with the following exceptions:

NONE.

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

- 1. That the Certificate of Completion received on behalf of the Developer from the Developer's Engineer be hereby received and filed; and
- 2. That the above-described improvements be and are hereby accepted based on said certification.

PASSED AND APPROVED on this 1st day of April, 2024.

	CITY OF ANKENY, IOWA
	By:
	Mark E. Holm, Mayor
ATTEST:	
By:	
Michelle Yuska, City Clerk	

CERTIFICATE OF COMPLETION

Canyon Landing Plat 4

Ankeny, Iowa

April 1, 2024

This is to certify that the construction improvements on the **Canyon Landing Plat 4** project have been completed in substantial compliance with the plans and specifications for the project. I hereby recommend acceptance of the project.

Respectfully submitted,

Branden Stubbs, P.E. Stubbs Engineering

Iowa License Number: 25335



ANKENY CITY COUNCIL

City Council Agenda

April 1, 2024 5:30 PM

Mark Holm, Mayor Bobbi Bentz, Mayor Pro tem

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

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Public Works	Upgrade Essential Infrastructure
ACTION REQUESTED: Resolution	
LEGAL: No Review Required	
SUB	JECT:

Consider motion to adopt **RESOLUTION** accepting a proposal from Howrey Construction, Inc. in the amount of \$119,498.00 for the construction of the 2024 Sidewalk Gaps and Replacements Improvement Program project.

EXECUTIVE SUMMARY:

The action before the Council is the adoption of a Resolution accepting a proposal from Howrey Construction, Inc. for the The 2024 Sidewalk Gaps and Replacements Improvement Program project.

The 2024 Sidewalk Gaps and Replacements Improvement Program project includes the construction of new 8' wide sidewalks in the Prairie Trail neighborhood in the City of Ankeny.

The construction improvements include the construction of approximately 2,100 SY of 5" thick sidewalks and 125 SY of 8" thick driveways. Other associated improvements include Class 10 excavation,

temporary traffic control, erosion control, temporary surface restoration, mobilization, and miscellaneous associated work necessary to complete the project.

Bid invitations were sent to fourteen (14) contractors. Eight (8) bids were received for the project as follows:

Howrey Construction, Inc.	\$119,498.00
Howser Concrete Unlimited	\$128,179.50
TK Concrete, Inc.	\$134,070.00
Vice Construction	\$137,767.00
Concrete Connection, LLC	\$138,000.00
The Concrete Conctacting Co, Inc.	\$145,935.00
Caliber Concrete, LLC	\$146,366.37
I-80 Concrete	\$170,892.00

The Engineer's estimated cost for the project was \$158,480.00. The bids ranged from 25% below to 8% above the engineer's estimate. Howrey Construction, Inc. has completed similar projects for the City of Ankeny in the past and they have the technical experience to complete this project. The Public Works Department recommends awarding the The 2024 Sidewalk Gaps and Replacements Improvement Program project to Howrey Construction, Inc. of Rockwell City, IA.

FISCAL IMPACT: No

The The 2024 Sidewalk Gaps and Replacements Improvement Program project is included within the Annual Sidewalk/Trail Construction Program of the 2024-2028 CIP with construction scheduled for 2024.

CITY MANAGER'S RECOMMENDATIONS:

Approve the motion to adopt RESOLUTION accepting a proposal from Howrey Construction, Inc. in the amount of \$119,498.00 for the The 2024 Sidewalk Gaps and Replacements Improvement Program project.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):
PUBLIC OUTREACH EFFORTS:
ACTION REQUESTED:
ADDITIONAL INFORMATION:

ATTACHMENTS:

Clic	ck to download
D	<u>Resolution</u>
D	Bid Tabulation
D	Location map

RESOLUTION 2024-XXX

A RESOLUTION ACCEPTING A PROPOSAL FROM HOWREY CONSTRUCTION, INC. IN THE AMOUNT OF \$119,498.00 FOR THE CONSTRUCTION OF THE 2024 SIDEWALK GAPS AND REPLACEMENTS IMPROVEMENT PROJECT.

WHEREAS, the City of Ankeny desires to complete the construction of new 8 feet wide sidewalk at various locations throughout the City of Ankeny, and;

WHEREAS, a request for proposal was sent out to fourteen (14) contractors, and;

WHEREAS, the results of the request for proposal are as follows:

Howrey Construction, Inc.	\$119,498.00
Howser Concrete Unlimited	\$128,179.50
TK Concrete, Inc.	\$134,070.00
Vice Construction	\$137,767.00
Concrete Connection, LLC	\$138,000.00
The Concrete Conctacting Co, Inc.	\$145,935.00
Caliber Concrete, LLC	\$146,366.37
I-80 Concrete	\$170,892.00
Engineer's Estimated Cost	\$158,480.00

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa, that the Proposal from Howrey Construction, Inc. in the amount of \$119,498.00 be accepted for the construction of the 2024 Sidewalk Gaps and Replacements Improvement Program project, the Mayor be authorized to sign the construction Contract, and the construction Performance, Payment, and Maintenance Bond be accepted.

DATED this 1st day of April, 2024.

Mark E. Ho	lm, Mayor	
ATTEST:		
Michelle Yı	uska, City Clerk	

Bid Tabulation 2024 Sidewalk Gaps and Replacements Improvement Program

March 26, 2024

	1/14/241 = 0) = 0 = 1																	
					Engineer's Estin	mate	I	Iowrey Construct	on, Inc.	Н	owser Concrete U	nlimited		TK Concrete,	Inc.		Vice Construct	ion
Item No.	SUDAS No.	Item	Unit	Total	Unit Price	Total Price	Total	Unit Price	Total Price	Total	Unit Price	Total Price	Total	Unit Price	Total Price	Total	Unit Price	Total Price
		EARTHWORK																
2.01	2010-E	Excavation, Class 10	CY	400	\$ 30.00	\$ 12,000.00	400	\$ 28.50	\$ 11,400.00	400	\$ 22.00	\$ 8,800.00	400	\$ 12.50	\$ 5,000.00	400	\$ 25.00	\$ 10,000.00
		STREETS AND RELATED WORK																
7.01	7030-E	Sidewalk, PCC, Class C, 5" Thick	SY	2,044	\$ 57.50	\$ 117,530.00	2,044	\$ 35.75	\$ 73,073.00	2,044	\$ 45.50	\$ 93,002.00	2,044	\$ 50.00	\$ 102,200.00	2,044	\$ 48.00	\$ 98,112.00
7.02	7030-H-1	Driveway, Paved, PCC, Class C, Type A Commercial, 8" Thick	SY	135	\$ 85.00	\$ 11,475.00	135	\$ 73.00	\$ 9,855.00	135	\$ 70.00	\$ 9,450.00	135	\$ 72.00	\$ 9,720.00	135	\$ 95.00	\$ 12,825.00
		TRAFFIC CONTROL																
8.01	8030-A	Temporary Traffic Control	LS	1	\$ 5,000.00	\$ 5,000.00	1	\$ 12,000.00	\$ 12,000.00	1	\$ 10,500.00	\$ 10,500.00	1	\$ 4,500.00	\$ 4,500.00	1	\$ 5,000.00	\$ 5,000.00
		SITE WORK AND LANDSCAPING																
9.01	9040-Q-2	Erosion Control Mulching, Hydromulching, BFM with Temporary Seeding	AC	0.53	\$ 7,500.00	\$ 3,975.00	0.53	\$ 6,500.00	\$ 3,445.00	0.53	\$ 4,250.00	\$ 2,252.50	0.53	\$ 5,000.00	\$ 2,650.00	0.53	\$ 11,000.00	\$ 5,830.00
		MISCELLANEOUS																
11.01	11,020-A	Mobilization	LS	1	\$ 7,500.00	\$ 7,500.00	1	\$ 8,525.00	\$ 8,525.00	1	\$ 3,100.00	\$ 3,100.00	1	\$ 7,500.00	\$ 7,500.00	1	\$ 5,500.00	\$ 5,500.00
11.02	11,050-A	Concrete Washout	LS	1	\$ 1,000.00	\$ 1,000.00	1	\$ 1,200.00	\$ 1,200.00	1	\$ 1,075.00	\$ 1,075.00	1	\$ 2,500.00	\$ 2,500.00	1	\$ 500.00	\$ 500.00
		TOTAL AMOUNT BID =	, and the second			\$ 158,480.00			\$ 119,498.00			\$ 128,179.50			\$ 134,070.00			\$ 137,767.00

Bid Tabulation 2024 Sidewalk Gaps and Replacements Improvement Program

March 26, 2024

				Co	oncrete Connectio	on, LLC	The C	Concrete Contract	ing Co, Inc.	Ca	lliber Concrete,	LLC		I-80 Concrete	e			
Item No.	SUDAS No.	Item	Unit	Total	Unit Price	Total Price	Total	Unit Price	Total Price	Total	Unit Price	Total Price	Total	Unit Price	Total Price	Total	Unit Price	Total Price
		EARTHWORK																
2.01	2010-E	Excavation, Class 10	CY	400	\$ 30.00	\$ 12,000.00	400	\$ 40.00	\$ 16,000.00	400 \$	20.00	\$ 8,000.00	400	\$ 38.00	\$ 15,200.00	400		\$ -
		STREETS AND RELATED WORK																
7.01	7030-E	Sidewalk, PCC, Class C, 5" Thick	SY	2,044	\$ 48.00	\$ 98,112.00	2,044	\$ 50.00	\$ 102,200.00	2,044 \$	57.38	\$ 117,284.72	2,044	\$ 63.00	\$ 128,772.00	2,044		\$ -
7.02	7030-H-1	Driveway, Paved, PCC, Class C, Type A Commercial, 8" Thick	SY	135	\$ 75.00	\$ 10,125.00	135	\$ 75.00	\$ 10,125.00	135 \$	73.79	\$ 9,961.65	135	\$ 82.00	\$ 11,070.00	135		\$ -
		TRAFFIC CONTROL																
8.01	8030-A	Temporary Traffic Control	LS	1	\$ 3,963.00	\$ 3,963.00	1	\$ 4,750.00	\$ 4,750.00	1 \$	2,500.00	\$ 2,500.00	1	\$ 8,000.00	\$ 8,000.00	1		\$ -
		SITE WORK AND LANDSCAPING																
9.01	9040-O-2	Erosion Control Mulching, Hydromulching, BFM with Temporary Seeding	AC	0.53	\$ 10,000.00	\$ 5,300.00	0.53	\$ 12,000.00	\$ 6,360.00	0.53 \$	4,000.00	\$ 2,120.00	0.53	\$ 5,000.00	\$ 2,650.00	0.53		\$ -
		MISCELLANEOUS																
11.01	11,020-A	Mobilization	LS	1	\$ 7,500.00	\$ 7,500.00	1	\$ 4,500.00	\$ 4,500.00	1 \$	5,000.00	\$ 5,000.00	1	\$ 5,000.00	\$ 5,000.00	1	•	\$ -
11.02	11,050-A	Concrete Washout	LS	1	\$ 1,000.00	\$ 1,000.00	1	\$ 2,000.00	\$ 2,000.00	1 \$	1,500.00	\$ 1,500.00	1	\$ 200.00	\$ 200.00	1	•	\$ -
		TOTAL AMOUNT BID =	<u>.</u>		•	\$ 138,000.00			\$ 145,935.00			\$ 146,366.37			\$ 170,892.00			\$ -

Calculation error





PUBLIC WORKS
DEPARTMENT

1 in = 1,000 ft

ENGINEERING DIVISION

Date: 3/26/2024



ANKENY CITY COUNCIL

City Council Agenda

April 1, 2024 5:30 PM

Mark Holm, Mayor Bobbi Bentz, Mayor Pro tem

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

City Manager Strengthen Community Engagement ACTION REQUESTED: Resolution LEGAL: No Review Required	ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Resolution LEGAL:	City Manager	Strengthen Community Engagement
	·	

SUBJECT:

Consider motion to adopt **RESOLUTION** authorizing the execution of an agreement between the Ankeny Area Chamber of Commerce and City of Ankeny for economic development and community services.

EXECUTIVE SUMMARY:

The City Council previously approved an agreement with the Ankeny Area Chamber of Commerce on November 7, 2022, with a term that was set to expire on June 30, 2026. Since that agreement was approved, additional investor level membership benefits are now offered by the Chamber and would benefit the City (noted within Exhibit A of the attached agreement). These additional benefits do not change the contribution amount to be paid to the Chamber, the previous agreement was simply too specific for the benefits to be conferred with the City's membership. This renewal has been modified to accommodate future flexibility and acknowledges the benefits offered by the Chamber are subject to change year to year. The agreement has also been modified to renew and extend the agreement from July 1, 2024 - June 30, 2028

This proposed four year agreement includes the City's annual Chamber membership dues of \$5,000, as

well as an annual \$30,000 contribution for general financial support of the Chamber's involvement in economic development efforts and other community benefits. The term of the agreement will be for four years, beginning July 1, 2024 through June 30, 2028. During the term of the agreement the Chamber is required to perform several tasks associated with enhancing the qualify of life in Ankeny and supporting the business community through various events, marketing, and educational opportunities. Again, this is not a change from the agreement that was previously approved. A copy of the new agreement is attached. The contribution is subject to and conditioned on budget appropriation by the City Council annually

FISCAL IMPACT: Yes

The annual contribution will be \$35,000 over the four year term of the agreement.

CITY MANAGER'S RECOMMENDATIONS:

The City Manager recommends approval of this item as presented.

Exhibit A

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

In 2017, the City Council at the time approved contributing \$35,000 annually to the Chamber. Approval of

funding since then has been part of the annual budget approval process; and Resolution #2022-502. PUBLIC OUTREACH EFFORTS: **ACTION REQUESTED:** ADDITIONAL INFORMATION: ATTACHMENTS: Click to download Resolution ☐ Agreement

RESOLUTION NO. 2024-

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE ANKENY AREA CHAMBER OF COMMERCE AND CITY OF ANKENY, IOWA FOR ECONOMIC DEVELOPMENT AND COMMUNITY SERVICES

WHEREAS, the City of Ankeny and the Ankeny Area Chamber of Commerce have a long and successful partnership working together to advance the Ankeny business community and enhace the quality of life for Ankeny residents; and

WHEREAS, the City of Ankeny and the Ankeny Area Chamber of Commerce want to continue and memorialize that partnership through an agreement for coordination of economic development and community services; and

WHEREAS, the City Council of the City of Ankeny, Iowa, deems it to be in the best interest of the City to enter into an Agreement for for economic development and community services with the Ankeny Area Chamber of Commerce.

NOW, THEREFORE, BE IT RESOLVED that City Council of the City of Ankeny, Iowa, hereby approves the Agreement between the City of Ankeny and the Ankeny Area Chamber of Commerce and authorizes the Mayor and the City Clerk to execute said Agreement and authorizes City Staff to do all things necessary to carry out the terms of the Agreement.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

PASSED AND APPROVED this 1st day of April, 2024.

AGREEMENT FOR SERVICES PROVIDED BY THE ANKENY AREA CHAMBER OF COMMERCE FOR ECONOMIC DEVELOPMENT AND COMMUNITY SERVICES

THIS AGREEMENT, entered into this	day of	, 2024 by and between the CITY OF
ANKENY, IOWA (hereinafter "City"), and the	ANKENY AREA	CHAMBER OF COMMERCE, a 501(c)(6) whose
mission is to promote economic developmen	nt, strengthen	the business climate and enhance the quality
of life in the Ankeny area (hereinafter "Cham	nber").	

WHEREAS, the City and Chamber have a long and successful relationship working together for the advancement of Ankeny through economic development, marketing and promotion, and community events, and;

WHEREAS, the City and Chamber want to formalize that relationship through the City's "investor" level membership and financial contribution to the Chamber;

NOW THEREFORE, be it resolved, in consideration of the mutual promises and conditions outlined in this Agreement,

- **1. Term.** This Agreement shall be for a term of four years, effective July 1, 2024 and ending June 30, 2028. This agreement may be terminated by either party with ninety (90) days written notice with or without cause.
- **2. Membership benefits.** In addition to the typical benefits provided to all Chamber members, the City will also receive investor level benefits from the Chamber as offered to other members within the same membership and investment tier at that time. These benefits are subject to change from year to year. The current 2024 investor benefits are noted in Exhibit A of this Agreement.
- 3. During the term of this Agreement, the Chamber shall provide the following additional community benefits:
 - Host ribbon cuttings and associated networking events for new and growing businesses in the community
 - The City shall be given an Ex-Officio seat on the Chamber Board, as well as be on the Government Affairs Committee of the Chamber
 - Coordinate and host monthly events for networking at various Ankeny businesses, including, but not limited to Business After Hours and Lattes & Leads
 - Plan and coordinate a minimum of three (3) community-wide events annually, including Summerfest
 - Coordinate and host events that provide opportunities for growth and networking and celebrate the diversity of Chamber members (i.e. minority, women and other entrepreneur owned businesses)
 - Celebrate and support Ankeny's education community with various opportunities (i.e. internship opportunities, classroom support and scholarships)

- Provide the City an opportunity to share updates at quarterly board of directors meeting on what is happening in the community and how we can partner and work together
- Provide opportunities for educational advancement in areas of small business development by providing members access to various speakers throughout the year
- Creation of the Multicultural Taskforce to help empower and recognize the minority owned business community in Ankeny
- Coordinate and manage the Ankeny Young Professionals Network (AYP) and host three (3) AYP events annually and engage with local businesses to support involvement
- Serve as the fiscal agent for the Ankeny Leadership Institute
- **3. Fees and Expenses.** The City agrees to support the Chamber with an investment of \$35,000 annually for the services outlined in this Agreement (the "Fee"), \$5,000 of which is for investor level membership in the Chamber and \$30,000 is for benefits conferred through community and economic development support by the Chamber. The Fee shall be paid in one annual installment by August 1 of each year of the Agreement. The Chamber shall submit an invoice each year. The fee is subject to and conditioned on budget appropriation by the City Council. If the City Council fails to appropriate the fee, the City shall notify the Chamber in writing no later than March 31, of its intent to terminate the relationship on June 30 of that year without penalty to the City.
- **4. Notices.** Any notice or submissions required to be given under this Agreement shall be delivered in care of: City Manager on behalf of the City and the President/CEO on behalf of the Chamber.
- **5. Performance Measures.** The Chamber shall provide the City with performance measures in a form to be mutually agreed upon by the Parties.
- **6. Reports and Presentations to Staff, Mayor and City Council.** The Chamber shall meet with City Staff and Mayor annually to discuss Chamber activities. If requested by the City, the Chamber shall present to the City Council at a time and at intervals that are mutually agreed to by the Parties. The Chamber shall electronically submit to the City its IRS Form 990 on an annual basis.

City of Ankeny	Ankeny Area Chamber of Commerce
Ву:	Ву:
Name:	Name:
Title:	Title:
Date:	Date:

INVESTOR Membership

Exclusive to Only 5 Members and to Industry

Investor Membership provides your business with exclusive precedence in the Ankeny Area Chamber of Commerce and the Ankeny community. Your business will include the benefits of General Membership with additional marketing opportunities, including:

- · Membership in the Greater Des Moines Partnership & listed in their website Directory
- Advertising/sponsorship opportunities
- Link between the Chamber's website and your website
- Opportunity to attend membership only events
- Use of the Chamber's conference room during business hours
- Your business card on our "Wall of Cards"
- Referral report through walk-in/ call-in inquires/website clicks
- Opportunity to purchase membership labels
- Participation on various committees for Chamber events/ programs if interested
- Bi-weekly Connections email with the latest updates
- Ankeny Business Journal monthly publication that keeps you up to date with what's happening in the Chamber and business community.

Exhibit A



ANKENY area chamber of commerce

Printed Marketing Benefits

Top billing with business logo printed on Ankeny Area Chamber of Commerce letterhead



Top billing with business logo on the Ankeny Chamber SummerFest Stage



Top billing with business logo on Ankeny Area Chamber of Commerce stand up banner

> **OUR EVENTS HAVE 70,000+** ATTENDEES A YEAR!

Top billing with business Logo on the (Chamber's Thank You Cards

REACHING 16,000+ ANKENY HOUSEHOLDS Top billing with business logo in 12 issues of Ankeny Living Magazine



Advanced opportunity to review sponsorships with the Total Resource Campaign (TRC)

- The price for sponsorships purchased for the 2024 TRC campaign, will be locked in for the commitment length contracted in your Premier Membership.
- This will be up to a three-year sponsorship price guarantee (2023-2025).
- Recognition in all member packets/ability to speak at one New Member Mixer/year
- Ability to place marketing materials in the Welcome to Ankeny Packets

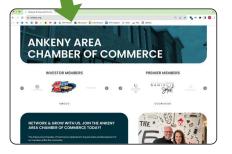
Exhibit A

Recognition of Investor Members by name/logo glass acrylic in Ankeny Chamber Lobby

Digital Marketing Benefits

Your logo linked to your website near the front of the Ankeny Business Journal

Top billing with logo, linked to website, at the top of the home page of the Ankeny Area Chamber of Commerce







FREE Full page ad in 12 months of the chamber Business Journal

Ankeny Business Journal the voice of the ankeny area chamber of commerce

2,797 SUBSCRIBERS 34% OPEN RATE

(Numbers based on data before we got a new graphic designers.)

Your Listing on our website will be A PRIORITY LISTING. This includes:

- Your <u>Business Logo or Photo,</u>
- A <u>50-Word Description of Your Business</u>
- <u>YouTube</u> video (submitted by Investor member)
- **AND** an <u>Advanced Business Listing</u> putting you at the top of your business's category.

Top billing with business logo on email footer sent from the Chamber office and staff

Your logo in our Bi-Monthly Connections Updates

As an additional benefit of your membership, all Ankeny area related business entities are promoted through the Ankeny Area Chamber of Commerce as complimentary separate membership listings (e.g., additional local offices, realtors, doctors, lawyers)

One boosted post per calendar year with an ad approved by Investor and Facebook

Tagged in all community event boosted posts.

Access to all our Chamber events at no additional cost for two employees

One complimentary set of Chamber membership address labels.

A commitment to support our Chamber demonstrates your understanding of the importance of a united business community.

Your Investor Membership will highlight your business as a leader in the Ankeny Community.

Investor Membership marketing benefits are valid from April of the current year through March of the following year in correlation with the Total Resource Campaign.





Investor & Premier Member Benefits

50 Unique Events with 70,000+ Attendees!



























Conference Room Usage

11 Board Meetings 11 Executive Board Meetings 12+ Member Usage 12 AYP Board Meetings 6 TRC Meetings

- Emails 30,000 Average of 5,000 Employee
- Letterhead Usage 1500+ (Renewals, New Members All Sponsorships, Government Relations
- **PowerPoints / Digital Programs for all events**

ANKENY

- Welcome to Ankeny Packets 250+/Year
- 500+ Special Thank you cards w/logos
- 150+ New Member Packers per year
- 70+ Thank you cards given at each **Ribbon Cutting per year**



12 issues of Ankeny Living Magazine 16,000+Households



24 Connection Emails a Year 2776 Subscribers **Open Rate: 36%**

(up 7% from last year)



Open Rate: 38% (up 4% from last year)

Sent Once per month 2776 Subscribers













Large Side Banner on the stage

Banner at
Headquarters located
at the entrance

Logo on flag displayed at the event

Ad in digital program - quarter page

Listing on website in sponsor section

Listing on digital program in sponsor section

Banner on fencing in beer garden

Social tagging in all BOOSTED posts for Ankeny Chamber SummerFest

Exhibit A

Ankeny Chamber SummerFest Signage Included in Investor & Premier Member Benefits









ANKENY CITY COUNCIL

City Council Agenda

April 1, 2024 5:30 PM

Mark Holm, Mayor Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT: COUNCIL GOAL:
Economic Development Enhance Quality of Life

ACTION REQUESTED:
Motion

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:

Consider motion to approve a Professional Services Agreement with Confluence for completion of the South Ankeny Boulevard Corridor Revitalization Plan in an amount not to exceed \$80,000 and authorize the Mayor to execute said Agreement.

EXECUTIVE SUMMARY:

Confluence, a landscape architecture, planning, and urban design firm, will assist city staff with completion of a corridor revitalization plan for South Ankeny Boulevard.

The intent of this plan is to establish a new vision for the corridor that capitalizes on the existing traffic and the strategic location between the Delaware Avenue retail corridor and the District at Prairie Trail. The project limits will generally be from East First Street to the north and SE Oralabor Road to the south and include both sides of the corridor.

This comprehensive revitalization plan will identify and recommend:

• the best land uses for the corridor

- identify key areas for redevelopment
- recommend ways to enhance the existing building and properties
- identify streetscape improvements
- recommend implementation strategies to realize the vision

The approximately ten month planning process will involve various stakeholders, two public meetings, online surveys and input from the community, all of which will be used to help create a new vision for the corridor that will attract new investment, as well as more residents and visitors.

FISCAL IMPACT: Yes

The consulting fee for this project will be \$80,000 as outlined in the agreement. Funding for this project is included in the current City budget.

CITY MANAGER'S RECOMMENDATIONS:

To approve the attached professional services agreement with Confluence for completion of the South Ankeny Boulevard Revitalization Plan.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

This request, in the amount of \$80,000, was submitted and approved in a previous year's budget and has

been carried forward as part of the the current FY budget. PUBLIC OUTREACH EFFORTS: ACTION REQUESTED: ADDITIONAL INFORMATION: ATTACHMENTS: Click to download

Confluence S. Ankeny PSA

PLANNING SERVICES AGREEMENT

CITY OF ANKENY, IOWA SOUTH ANKENY BOULEVARD CORRIDOR REVITALIZATION PLAN

PROJECT DESCRIPTION

Planning services will be provided by Confluence (Consultant) to the City of Ankeny, Iowa, (City) to create a plan for the revitalization of South Ankeny Boulevard. Confluence anticipates working collaboratively with City Staff and the Mayor and the City Council. The following details our Scope of Services based on our understanding of the City's desired process and outcomes.

A. SCOPE OF SERVICES

PHASE 1 - INITIAL ASSESSMENT AND DATA COLLECTION

(APPROXIMATELY 3 MONTHS)

1.1 Project Kick-Off Meeting (Staff Meeting #1)

The Consultant Team will facilitate a project kick-off meeting with City staff to review the existing Comprehensive Plan, corridor related needs and planned improvements, growth projections, and desired components of the Revitalization Plan. The project schedule, key meeting dates, points of contact, stakeholder engagement plan, and data needs will also be reviewed. (*In-person meeting*)

1.2 Comprehensive SWOT Analysis

The Consultant Team will complete an in-depth SWOT analysis detailing the corridor's strengths, weaknesses, opportunities, and threats.

1.3 Market Analysis

The Consultant Team will complete a market analysis of the corridor utilizing Costar real estate data, Census and ESRI population data, and Placer.ai location-based trade area and visitor data to discover the market gaps, consumer preferences, and economic opportunities.

1.4 Stakeholder Engagement

The Consultant Team will work with City staff to develop a specific engagement plan that will include:

- Online surveys and maps utilizing the Social PinPoint website platform beginning in Phase 1. The draft plan will be shared on the site in Phase 4.
- Stakeholder interviews with property owners, residents, local businesses, developers, and community leaders in Phase 1 (1 day in-person + 1 day virtual).
- Public workshop to seek general community input on the plan in Phase 1.
- Public open house to reveal the draft recommendations in Phase 4.
- City Council and Planning Commission workshop in Phase 4 to present the final recommendations.



1.5 Online Engagement

The Consultant Team will go live with an online engagement website goes live with project information, surveys and maps utilizing the Social PinPoint website platform.

1.6 Stakeholder Interviews

The Consultant Team will schedule in-person and virtual meetings with area property owners, residents, local businesses, developers, and community leaders. (1 day in-person + 1 day virtual)

1.7 Public Input Workshop

The Consultant Team will conduct a public workshop to provide information on the planning process and seek general community input on the plan.

1.8 Results Review Meeting (Staff Meeting #2)

The Consultant Team will meet with City staff to review and discuss this the market analysis and the results of the stakeholder interviews, public workshop, and online surveys. (*In-person meeting*)

PHASE 2 - SITE ANALYSIS + REDEVELOPMENT OPPORTUNITIES (APPROXIMATELY 2 MONTHS)

2.1 Land Use Assessment

The Consultant Team will create base maps and complete a detailed assessment of current land uses along the corridor, identifying underutilized or vacant parcels based on Ankeny Plan 2040 and stakeholder input.

2.2 Preliminary Assessment Meeting (Staff Meeting #3)

The Consultant will meet with City staff to review this preliminary assessment and identify redevelopment areas and ideal land uses. (*In-person meeting*)

2.3 Redevelopment Potential and Property Enhancement Strategies

Based on the preliminary assessment and identified redevelopment areas, the Consultant Team will evaluate the feasibility and potential impact of redevelopment in specific areas, considering economic viability, community needs, and market demands. The Consultant Team will further develop strategies to enhance existing buildings and properties, suggesting adaptive reuse, renovations, or mixed-use concepts to optimize their potential.

2.4 Analysis and Strategies Review Meeting (Staff Meeting #4)

The Consultant will meet with City staff to review this preliminary assessment and identify redevelopment areas and ideal land uses. (In-person meeting)

PHASE 3 - STREETSCAPE IMPROVEMENTS + INVESTMENT (APPROXIMATELY 3 MONTHS)

3.1 Streetscape + Pedestrian/Multi-Modal Improvements

The Consultant Team will develop streetscape enhancements and propose pedestrianfriendly infrastructure improvements, providing detailed cross-sections and conceptual designs aligned with the City's road improvement plans.



3.2 Streetscape + Pedestrian Improvements Review Meeting (Staff Meeting #5)

The Consultant Team will meet with City staff to review the proposed streetscape enhancements and pedestrian improvements.

3.3 IDOT Review Meeting

The Consultant Team will participate in a City meeting with the IDOT to review and receive feedback on the proposed streetscape and pedestrian improvements.

3.4 Consumer Profiling and Market Attraction

Utilizing the information and data collected in Phase 1, the Consultant Team will identify market gaps and develop strategies to attract new retail and consumers to the corridor.

3.5 Implementation Plan

The Consultant Team will draft an implementation plan with actionable steps and strategies for the City to implement recommendations, including zoning changes, incentives, and public-private partnerships to encourage new investments.

3.6 Recommendations Review Meeting (Staff Meeting #6)

The Consultant Team will meet with City staff to review IDOT feedback and the consumer profiling/market attraction recommendations along with the proposed implementation plan.

PHASE 4 - FINAL RECOMMENDATIONS

(APPROXIMATELY 2 MONTHS)

4.1 Vehicular Trip Generation Analysis

The Consultant Team will complete an analysis of the estimated vehicular trip generation by existing land uses versus the vehicle trips estimated to be land generated by the proposed land uses.

4.2 Trip Generation and Draft Document Review Meeting (Staff Meeting #7)

The Consultant Team will meet with City staff to review the draft plan along with the results of the vehicular trip generation analysis.

4.3 Draft Recommendations Open House

The Consultant Team will facilitate a public open house to review the draft corridor plan and its recommendations.

4.4 Draft Recommendations Joint Workshop

The Consultant Team will assist the City staff in presenting the draft corridor plan and its recommendations at a joint workshop with the City Council and Planning Commission.

FINAL DELIVERABLES

Based on any comments or feedback received at the public open house or joint workshop, the Consultant Team will work with City staff to finalize the corridor plan and provide electronic copies (PDF format) of the final draft along with GIS files for the final maps. Paper copies can be provided at cost.



B. SCHEDULE

The Consultant is prepared to provide the professional services described herein immediately upon the City's notice to proceed. It is anticipated this project will take approximately 10 months to complete. A more definitive schedule for completion of activities can be established with the City at the outset of the project as requested.

C. SCOPE SERVICE FEES BY TASK

The City will compensate Confluence on a lump sum basis as provided herein and will pay Confluence monthly based on the percent completion of each phase. All meeting and travel expenses are included within this lump sum fee. Printing expenses will be billed at cost.

If the nature of the scope of services changes or if the anticipated fees outlined herein require an increase, Confluence will notify the City of the revised scope and/or fee before proceeding with any additional work.

FEES BY PHASE

TOTAL FEE	\$80,000
Phase 4 - SWOT Analysis and Final Recommendations	\$20,000
Phase 3 - Streetscape Improvements and Investment	\$30,000
Phase 2 - Site Analysis + Redevelopment Opportunities	\$15,000
Phase 1 - Initial Assessment + Data Collection	\$15,000

D. COMPENSATION

Service fees and reimbursable expenses will be billed to the City monthly by the Consultant. Payment is due upon receipt of invoice. The City agrees to provide payment to the Consultant within thirty (30) days of the invoice date and that payment is not dependent on the success or failure of the project, project approvals or non-approvals, or project feasibility. Payment not received by the Consultant within thirty (30) days of the invoice date is considered past due. Past due balances will be charged simple interest rate at 1% per month based upon the original invoice amount. In the event the account becomes past due, the Consultant may suspend performance of services on the project until the account is paid.

In the event an invoice is disputed by the City, the City shall inform the Consultant within a reasonable timeframe (within 10 days of City's receipt of invoice), and both parties agree to meet with each other in a timely manner (within 10 days of the Consultant's receipt of dispute notice) to further clarify the nature of the dispute in an effort to resolve it while minimizing impacts to the performance of the services outlined herein. In the event the dispute remains unresolved, the Consultant, at its discretion, may suspend performance of services on the project until the account is paid.

E. TERMINATION

The Consultant or the City may terminate this Agreement at any time by written notice. If the Agreement is terminated by either the Consultant or the City, the City will pay the



Consultant for service provided and expenses incurred by the Consultant up to the time notice is either sent by the Consultant or received by the Consultant.

F. MISCELLANEOUS

The City shall provide all necessary background information, documents, maps, and data and shall further provide the timely review of document and map drafts, assist with scheduling meetings, provide meeting space, print and distribute meeting notices, and be responsible for all required public meeting notices.

G. LIMITATION OF LIABILITY

The total cumulative liability of the Consultant, its agents, servants, employees, and sub-consultants to the City with respect to services performed or to be performed pursuant to this Agreement, whether in contract, indemnity, contribution, tort (including, but not limited to, negligence) or otherwise shall be limited to the Consultant's professional liability insurance coverage limits in place at the time of performance of the services outlined herein. The Consultant agrees to maintain and procure Professional Liability or Errors and Omissions Insurance, with a minimum limit of \$1,000,000 annual aggregate. The Consultant shall not be liable to the City for losses, damages, or claims for which the City fails to give notice to the Consultant within reasonable time, not to exceed ninety (90) days from discovery.

H. APPROVAL AND ACCEPTANCE

Upon review of the foregoing terms, this proposal for services is approved and accepted by the City of Ankeny, Iowa, (City) and Confluence (Consultant) as confirmed by the signatures below.

Accepted by:	
City of Ankeny, Iowa	
410 W. First Street	
Ankeny, Iowa 50023	
(signature)	
Name:	
Title:	
Date:	
	City of Ankeny, Iowa 410 W. First Street Ankeny, Iowa 50023 (signature) Name: Title:



ANKENY CITY COUNCIL

City Council Agenda

April 1, 2024 5:30 PM

Mark Holm, Mayor Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Economic Development	Enhance Quality of Life
ACTION REQUESTED: Motion	
LEGAL: No Review Required	

SUBJECT:

Consider motion to approve an application for funding for a Bravo Public Art Grant to assist with Phase I of the High Trestle Trail Experience Park.

EXECUTIVE SUMMARY:

Bravo Greater Des Moines offers a Public Art Grant program for local government partners for public art projects that generate more artistic and cultural expression in the Greater Des Moines region. Staff is proposing to submit an application for a grant through this program to assist with completion of an approximately 425 linear foot glow trail on the east side of the existing High Trestle Trail, east of Walnut Street. The High Trestle Trail Experience Park plan includes two prominent side paths, one being a glow trail. If awarded, Bravo funds would be used to cover costs to make this a glow trail versus a standard 6' wide side path. The glow trail feature would be the second in Iowa and the first in Central Iowa.

FISCAL IMPACT: Yes

Cost estimates received for this scope of work are \$40,000. Bravo funding is limited and local match is required. The proposed application would request \$20,000 from Bravo, with the remainder considered local match. Match would come from existing budgeted funds for Phase I of the Experience Park

Project.
CITY MANAGER'S RECOMMENDATIONS: To approve submitting a grant application for Bravo's Public Art Grant program.
PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):
PUBLIC OUTREACH EFFORTS:
ACTION REQUESTED:
ADDITIONAL INFORMATION:
ATTACHMENTS:
Click to download

☐ Glow trail images Vinton, Iowa



Vinton, Iowa – two mile glow trail



Vinton, Iowa – two mile glow trail

To view a short video about Vinton, Iowa's glow trail, visit:

 $\underline{\text{https://ambientglowtechnology.com/blogs/projects/longest-glow-path-in-north-america-city-of-vinton-usa}\\$



Vinton, Iowa – two mile glow trail



ANKENY CITY COUNCIL

City Council Agenda

April 1, 2024 5:30 PM

Mark Holm, Mayor Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
City Manager	Enhance Quality of Life
ACTION REQUESTED: Motion	
LEGAL: Item Reviewed by Legal Counsel	

SUBJECT:

Consider motion to adopt **RESOLUTION** authorizing the City of Ankeny, Iowa approving the Iowa Department of Natural Resources Grant Project Cooperative Agreement, 2024 Community Forestry Grant Program.

EXECUTIVE SUMMARY:

The Iowa Legislature has appropriated state infrastructure funds to the Iowa Department of Natural Resources (IDNR) to be used for a community-based tree-planting program for derecho recovery tree planting. This tree-planting program is in response to losses due to severe weather that impacted the state on Aug. 10, 2020.

The Community Forestry Grant Program provides reimbursable grants ranging from \$500 to \$5,000 to be used for the purchase and planting of trees suitable to Iowa. Qualifying public planting lands include, but are not limited to, street right-of-way's, parks, school grounds, courthouse lawns, public buildings, fairgrounds, cemeteries, libraries and trails. Award recipients are required to provide a dollar-for-dollar cash match for purchase of trees and materials from Iowa businesses. Staff are recommending a City match not to exceed \$4,950 for an overall project total of \$9,900.

The City was successful in securing IDNR grant funding, which will be used to plant 39 trees in five (5) locations throughout Ankeny:

- Nineteen (19) trees along SW State St. between SW 3rd St. & SW Ordnance Rd.
- Five (5) trees at Otter Creek Park near the playground set
- · Six (6) trees at Sunset Park
- Two (2) trees on the west side of Heritage Park
- Seven (7) trees on the east side of Heritage Park

The deadline for the City to accept the award for the IDNR's Community Forestry Grant is April 5, 2024.

FISCAL IMPACT: Yes

A dollar-for-dollar cash match is required, meaning the total project cost to implement these five (5) tree planting projects will be \$9,900 with \$4,950 coming from IDNR grant funds and \$4,950 split 50/50 from the City's land & tree services funds in Park Maintenance and Road Use.

Due to the IDNR's required planting deadline dates between April 12 and June 5, 2024, a budget amendment will be required as it was undetermined if the City would apply or receive grant funding in FY2024.

CITY MANAGER'S RECOMMENDATIONS:

The City Manager recommends approval of this item as presented.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download

- Resolution
- DNR Cooperative Agreement
- DNR Award Letter

RESOLUTION

A RESOLUTION AUTHORIZING THE CITY OF ANKENY, IOWA APPROVING THE IOWA DEPARTMENT OF NATURAL RESOURCES GRANT PROJECT COOPERATIVE AGREEMENT, 2024 COMMUNITY FORESTRY GRANT PROGRAM

WHEREAS, the City of Ankeny, Iowa is a duly organized municipality within Polk County; and

WHEREAS, the City has been awarded a grant by the Iowa Department of Natural Resources (IDNR) for the replacement of trees lost as a result of the 2020 derecho; and

WHEREAS, the IDNR has provided a Grant Project Cooperative Agreement which details the responsibilities of both parties, including a local match of funds;

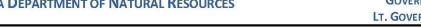
WHEREAS, the IDNR's Community Forestry grant program is a competitive grant program that requires a dollar-for-dollar cash match if projects are awarded funding;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny that it hereby approves the Iowa Department of Natural Resources Grant Project Cooperative Agreement, 2024 Community Forestry Grant Program.

ATTEST:	Mark E. Holm, Mayor
Michelle Yuska, City Clerk	

PASSED AND APPROVED this 1st day of April, 2024.

DIRECTOR KAYLA LYON



Department of Natural Resources

GRANT PROJECT COOPERATIVE AGREEMENT-2024

Community Forestry Grant Program

GRANTEE: City of Ankeny

GRANT AWARD AMOUNT: \$4,950.00

SUBAWARD PERIOD OF PERFORMANCE: March 22, 2024, through July 12, 2024

PROJECT COMPLETION DATE: July 12, 2024

1. PARTIES, AUTHORITY, and PARTY CONTACTS. The parties to this Community Forestry Grant Program Project Cooperative Agreement are the Iowa Department of Natural Resources, an agency of the State of Iowa (the Department or DNR), and City of Ankeny (Organization or the Grantee). City of Ankeny is a city municipality. City of Ankeny's address is: 410 W 1st St., Ankeny, IA 50023. The parties make this Grant Project Cooperative Agreement under the authority of 90th General Assembly (2023), Senate File 577 and Iowa Administrative Code 571 chapter 34.

Each party has designated a Contact, who shall be responsible for oversight and negotiation of any Grant Project Cooperative Agreement amendments, as follows:

Ellie Jones

Iowa Department of Natural Resources

Phone: 319-826-0814

Email: Ellie.jones@dnr.iowa.gov

Name of Grantee Brandt Johnson

Contact: Assistant to the City Manager

410 W 1st St., Ankeny, IA 50023

Phone: 515-965-6426

Email: bjohnson@ankenyiowa.gov

2. PURPOSE. The purpose of the Community Forestry Grant Program is to establish community tree planting projects on public lands that benefit the citizens of the state of Iowa in response to the 2020 derecho storm event

<u>3. GENERAL DESCRIPTION OF PROJECT</u>. This Grant Project Cooperative Agreement is for the purpose of implementing the project described in the City of Ankeny's project proposal dated February 19, 2024, which is attached and by this reference made a part of this Grant Project Cooperative Agreement, except for the exemptions identified later in this provision, and summarized as follows:

The purpose of this project is to establish community tree planting projects on public lands that benefit the citizens of the state of Iowa in response to the 2020 derecho storm event. The funding provided by the Rebuilding Iowa's Infrastructure Funds Program will be used to purchase landscape trees and mulch that meet the quality nursery specifications outlined in the grant application documents. The 2024 Community Forestry Grant Program provides up to \$5000 in derecho recovery state infrastructure fund, requiring 50% cost-share.

The Grantee also shall comply with the requirements of the Community Forestry Grant Program Description and Instructions, which shall be incorporated by this reference and made part of this Grant Project Cooperative Agreement.

4. RECORDKEEPING: The Grantee shall maintain the following records and shall submit the records to DNR:

- 1. Evidence of payment by Grantee of funds to implement the project proposal, including but not limited to paid invoices, copies of cancelled checks or other evidence of payment. All invoices must be dated no earlier than March 22, 2024, and no later than July 12, 2024.
- 2. Any other records that show how funds were spent on this project.
- <u>5. GRANTS AND REIMBURSEMENTS.</u> The Department will reimburse the costs described and in the project proposal up to a maximum amount of \$5,000.00. No single item may be purchased at a cost of \$5000.00 or more.
- a) The Grantee shall submit a request for reimbursement on (Organization') standard billing form or organizational letterhead upon completion of the project. The reimbursement request shall be consistent with the project expense information contained in the Grantee's proposal. The request for reimbursement shall be accompanied by and the expenses shall meet the requirements of the DNR's Project Billing Certification. The Project Billing Certification shall be signed by an authorized official of the Grantee. Payment requests shall be submitted via e-mail to the following:

Ellie Jones

Iowa Department of Natural Resources

Phone: 319-826-0814

Email: Ellie.jones@dnr.iowa.gov

- b) The Grantee shall submit all final documents and DNR's Project Billing Certification packet by July 12, 2024, describing the activities occurring to date to the DNR Project Coordinator named in section 5a, above.
- c) The Department will pay all approved billing requests pursuant to Iowa Code section 8A.514 if, in its sole discretion, such payment is appropriate pursuant to this Grant Project Cooperative Agreement. The Department may pay in less than sixty (60) days, as provided in Iowa Code section 8A.514. However, an election to pay in less than sixty (60) days shall not act as an implied waiver of Iowa Code section 8A.514.
- d) The Grantee shall submit documentation of only expenditures that are less than or equal to \$5,000 total value for a single item, that have been paid in full, that are identifiable and in accordance with the approved request, and that have been incurred between March 22, 2024 and July 12, 2024.
- **6. RESPONSIBILITIES.** The Grantee shall perform all work necessary to complete the project as outlined in the project proposal. The Grantee is solely responsible for project completion as outlined in the project proposal. The Department may provide assistance at the request of the Grantee, or at the Director's recommendation. The Grantee, its employees, agents, and contractors shall comply with all applicable federal, state, and local laws, rules,

ordinances, regulations and orders when performing the work under this Grant Agreement. Nothing in this Grant Project Cooperative Agreement shall obligate the Department to or preclude the Department from making additional funds available to the Grantee or its affiliates, including any maintenance costs.

The Grantee specifically agrees, in compliance with the provisions of 571 Iowa Administrative Code section 34.12, that the Grantee will maintain the trees planted on public lands as a part of this project for a period of ten years.

- <u>7. AMENDMENTS</u>. This Grant Project Cooperative Agreement may be amended only by written agreement of the parties, which is signed by the Department Director, or designee, and an authorized official of the Grantee. Requests for amendments shall be directed to the Coordinator named in 4a, above.
- **8. EFFECTIVE DATE/TERMINATION.** This Grant Agreement shall become effective upon signature by both parties and shall terminate on July 12, 2024. All work specified in the project proposal shall be completed by no later than July 12, 2024. The Department may terminate this Grant Project Cooperative Agreement upon notice to the Grantee in the event the Grantee fails to comply with any provision of this Grant Project Cooperative Agreement. If an item is purchased at more than \$5000 that item will be considered ineligible and no percentage of it will be reimbursed. If the completed Project Billing Certification documentation is not received by DNR by July 12, 2024, the grant will be cancelled and upon cancellation this Grant Project Cooperative Agreement will be null and void.
- 9. AVAILABILITY OF FUNDS: The Department shall have the right to terminate the Grant Project Cooperative Agreement without penalty if, in the Department's sole discretion, adequate funds are not appropriated or granted to allow the Department to operate as required and to fulfill its obligations under this Grant Project Cooperative Agreement or funds are de-appropriated; if funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by Department to make any payment hereunder are insufficient or unavailable for any other reason as determined by the Department in its sole discretion; if the Department's authorization to conduct its business or engage in activities or operations related to the subject matter of this Grant Project Cooperative Agreement is withdrawn or materially altered or modified; if the Department's duties, programs or responsibilities are modified or materially altered; or if there is a decision of any court, administrative law judge or an arbitration panel or any law, rule, regulation or order is enacted, promulgated or issued that materially or adversely affects the Department's ability to fulfill any of its obligations under this Grant Project Cooperative Agreement.
- 10. INDEMNIFICATION; LIMITATION OF LIABILITY: The Grantee agrees to indemnify and hold harmless the State of Iowa and the Department, its officers, employees and agents appointed and elected and volunteers from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments, including reasonable value of the time spent by the Attorney General's Office, and the costs and expenses and reasonable attorneys' fees of other counsel required to defend the State of Iowa or Department, related to or arising from the Grantee's acts or omissions pursuant to this Grant Project Cooperative Agreement. Indemnification obligations of the Grantee shall survive termination of this Grant Project Cooperative Agreement. Nothing in this Grant Project Cooperative Agreement shall be construed to create joint or several liability of a party hereto for the acts, omissions or obligations of the other party. Every person who is a party to the Grant Project Cooperative Agreement is hereby notified and agrees that the State, the Department, and all of their employees, agents, successors, and assigns are immune from liability and suit for the Grantee's and its subcontractors' activities involving third parties arising from the Grant Project Cooperative Agreement.

- <u>11. JOINT AND SEVERAL LIABILITY</u>. If the Grantee is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of this Grant Project Cooperative Agreement, and for any default of activities and obligations.
- 12. RIGHT TO REVIEW AND OBSERVE; ACCESS TO RECORDS. The Department shall have the right to review and observe, at any time, completed work or work in progress related to the Grant Project Cooperative Agreement. The Grantee shall permit the Department or its agents to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, reports, papers and records of the Grantee relating to orders, invoices, or payments or any other documentation or materials pertaining to this Grant Project Cooperative Agreement. Upon the request of the Department, the Grantee shall deliver to the Department or its agents said documentation or materials.
- 13. PUBLIC RECORDS; RECORDS RETENTION. All records submitted to or inspected by the Department regarding this Grant Project Cooperative Agreement, including this Grant Project Cooperative Agreement, shall be public records and subject to the Open Records Law in Iowa Code chapter 22. All records of the Grantee relating to this Grant Project Cooperative Agreement shall be retained for a period of three (3) years following the date of final payment or completion of any required audit, whichever is later.
- <u>14. GOVERNING LAW.</u> This Grant Agreement shall be interpreted in accordance with the law of the State of Iowa, and any action relating to the Grant Project Cooperative Agreement shall only be commenced in the Iowa District Court for Polk County or the United States District Court for the Southern District of Iowa.
- 15. COMPLIANCE WITH LAWS. The Grantee agrees that, during the duration of and as a condition of the state's duty to perform under the terms of this Grant Project Cooperative Agreement, it will be in compliance with all applicable laws and regulations of the state and federal government, including but not limited to Equal Employment Opportunity provisions, Occupational Health and Safety Act, minimum wage requirements, records retention, audit requirements, and allowable costs.
- <u>16. ASSIGNMENT AND DELEGATION.</u> The Grantee may not assign, transfer or convey in whole or in part this Grant Project Cooperative Agreement without the prior written consent of the Department. For the purpose of construing this clause, a transfer of a controlling interest in the Grantee shall be considered an assignment. The Grantee may not delegate any of its obligations or duties under this Grant Project Cooperative Agreement without the prior written consent of the Department.
- 17. REPAYMENT OBLIGATION. In the event that any funds are deferred or disallowed as a result of any audits or expended in violation of this Grant Project Cooperative Agreement or the laws applicable to the expenditure of such funds, the Grantee shall be liable to the Department for the full amount of any claim disallowed and for all related penalties incurred. If the Department determines at any time, whether through monitoring, audit, closeout procedures or by other means that the Grantee has received grant funds or requested reimbursement for costs which are unallowable under the terms of this Grant Project Cooperative Agreement or applicable laws, the Grantee will be notified of the questioned costs and given an opportunity to justify questioned costs prior to the Department's final determination of the disallowance of costs. If it is the Department's final determination that costs previously paid by the Department are unallowable under the terms of the Grant Project Cooperative Agreement, the expenditures will be disallowed and the Grantee shall immediately repay to the Department any and all disallowed costs. The requirements of this paragraph shall apply to the Grantee as well as any subcontractors or subrecipients.
- **18. WAIVER.** Except as specifically provided for in a waiver signed by duly authorized representatives of the Department and the Grantee, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Grant Project Cooperative Agreement shall not be construed as affecting any subsequent right to require performance or to claim a breach.

19. INTEGRATION. This Grant Project Cooperative Agreement, including the Grantee's proposal dated
February 19, 2024 and the Derecho Community Forestry Grant Program Description and Instructions, contains
the entire understanding between the Grantee and the Department and any representations that may have been
made before or after the signing of this Grant Project Cooperative Agreement, which are not contained herein, are
nonbinding, void and of no effect. Neither of the parties has relied on any such prior representation in entering
into this Grant Project Cooperative Agreement.

20. EXECUTION: By signing this Grant Project Cooperative Agreement, the Grantee agrees to the terms and conditions set forth in this Grant Project Cooperative Agreement, failure to meet the terms and conditions of this Grant Project Cooperative Agreement may be cause for repayment of all or part of the grant funds.

Date	Jeff Goerndt, State Forester
	Iowa Department of Natural Resources
Fed ID #	Grantee Signature
	Print Name



Phone: 515-725-8200

DIRECTOR KAYLA LYON

Fax: 515-725-8201

March 22, 2024	
City of Ankeny	
Brandt Johnson	
410 W 1 st St.	
Ankeny, IA 50023	
Dear Brandt,	
The Iowa Department of Natural Resources Forestry Section is pleased to inform you that y 2024 Community Forestry Grant Program (CFGP) for Derecho recovery was approved for the	• •
Spring 2024 Derecho CFGP GRANT AMOUNT: \$4,950.00	
Cash Match Amount from Organization: \$4,950.00	
This Grant shall be used for the tree planting project described in your Community Forestry Application dated February 19, 2024. This Grant must requires a \$1 for \$1 nonfederal cash	•
Note: NO SINGLE ITEM PURCHASED AT \$5000 OR MORE IS ELIGIBLE!	
The maximum time allowed for project completion shall be no later than July 12, 2024.	
To confirm your desire to use this allocation as identified above, by no later than April 5th, and return to DNR both this award letter and the enclosed Grant Project Cooperative Agre	
Ellie Jones	
Iowa Department of Natural Resources	
Phone: 319-826-0814	
Ellie.jones@dnr.iowa.gov	
Jeff Goerndt, State Forester	Date
Grantee	Date



ANKENY CITY COUNCIL

City Council Agenda

April 1, 2024 5:30 PM

Mark Holm, Mayor Bobbi Bentz, Mayor Pro tem

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

ORIGINATING DEPARTMENT:
City Manager
Exercise Financial Discipline

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:

Consider motion to set public hearing on Amendment of Current City Budget for Fiscal Year July 1, 2023 - June 30, 2024 and direct City Clerk to publish notice of such hearing (date of hrg: 4/15/24 @ 5:30 p.m.).

EXECUTIVE SUMMARY:

The FY 2024 budget amendment includes the following changes:

- Amended revenues include increases in hotel/motel taxes, utility franchise taxes, interest income, capital grants, developer contributions and the timing of proceeds from the issuance of Water SRF Notes.
- Amended expenditures include increases related to inflation (e.g. costs of goods and services), hotel/motel tax commitments, public safety overtime, facility repairs and maintenance, vehicle and equipment repairs and maintenance and the timing of capital projects.

FISCAL IMPACT: Yes

Overall, the budget amendment includes excess revenues and other sources over expenditures and

CITY MANAGER'S RECOMMENDATIONS:

Recommends setting a public hearing on the proposed amendment of current city budget for fiscal year July 1, 2023 - June 30, 2024.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

Notice of public hearing will be published in the Des Moines Register on April 3, 2024.

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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Notice of Public Hearing

NOTICE OF PUBLIC HEARING - AMENDMENT OF CURRENT BUDGET

City of ANKENY Fiscal Year July 1, 2023 - June 30, 2024

The City of ANKENY will conduct a public hearing for the purpose of amending the current budget for fiscal year ending June 30, 2024 Contact: Jennifer Sease Meeting Date/Time: 4/15/2024 05:30 PM Phone: (515) 965-6400

Meeting Location: Ankeny Kirkendall Public Library - Council Chambers

There will be no increase in taxes. Any residents or taxpayers will be heard for or against the proposed amendment at the time and place specified above. A detailed statement of: additional receipts, cash balances on hand at the close of the preceding fiscal year, and proposed disbursements, both past and anticipated, will be available at the hearing. Budget amendments are subject to protest. If protest petition requirements are met, the State Appeal Board will hold a local hearing. For more information, consult https://dom.iowa.gov/local-gov-appeals.

REVENUES & OTHER FINANCING SOURCES		Total Budget as Certified or Last Amended	Current Amendment	Total Budget After Current Amendment
Taxes Levied on Property	1	47,164,752	0	47,164,752
Less: Uncollected Delinquent Taxes - Levy Year	2	0	0	0
Net Current Property Tax	3	47,164,752	0	47,164,752
Delinquent Property Tax Revenue	4	0	0	0
TIF Revenues	5	10,338,833	60,471	10,399,304
Other City Taxes	6	3,955,747	360,000	4,315,747
Licenses & Permits	7	1,798,500	-215,900	1,582,600
Use of Money & Property	8	3,761,559	4,007,466	7,769,025
Intergovernmental	9	16,781,187	2,068,439	18,849,626
Charges for Service	10	47,889,146	824,089	48,713,235
Special Assessments	11	0	479,689	479,689
Miscellaneous	12	3,860,663	1,856,970	5,717,633
Other Financing Sources	13	23,220,000	15,957,238	39,177,238
Transfers In	14	13,912,453	2,637,980	16,550,433
Total Revenues & Other Sources	15	172,682,840	28,036,442	200,719,282
EXPENDITURES & OTHER FINANCING USES				
Public Safety	16	29,943,122	625,631	30,568,753
Public Works	17	10,448,510	885,657	11,334,167
Health and Social Services	18	0	0	0
Culture and Recreation	19	11,087,567	205,822	11,293,389
Community and Economic Development	20	5,472,145	205,462	5,677,607
General Government	21	5,528,849	207,002	5,735,851
Debt Service	22	25,028,489	-1,582	25,026,907
Capital Projects	23	30,775,398	9,383,258	40,158,656
Total Government Activities Expenditures	24	118,284,080	11,511,250	129,795,330
Business Type/Enterprise	25	64,160,415	-7,156,483	57,003,932
Total Gov Activities & Business Expenditures	26	182,444,495	4,354,767	186,799,262
Transfers Out	27	13,912,453	2,637,980	16,550,433
Total Expenditures/Transfers Out	28	196,356,948	6,992,747	203,349,695
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	-23,674,108	21,043,695	-2,630,413
Beginning Fund Balance July 1, 2023	30	142,641,645	0	142,641,645
Ending Fund Balance June 30, 2024	31	118,967,537	21,043,695	140,011,232

Explanation of Changes: Amended revenues include increases in hotel/motel taxes, utility franchise taxes, interest income, capital grants, developer contributions and the timing of proceeds from the issuance of Water SRF Notes. Amended expenditures include increases related to inflation (e.g. costs of goods and services), hotel/motel tax commitments, public safety overtime, facility repairs and maintenance, vehicle and equipment repairs and maintenance and the timing of capital projects.

03/28/2024 07:42 AM Page 1 of 1



ANKENY CITY COUNCIL

City Council Agenda

April 1, 2024 5:30 PM

Mark Holm, Mayor Bobbi Bentz, Mayor Pro tem

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

ORIGINATING DEPARTMENT: COUNCIL GOAL: City Manager Exercise Financial Discipline **ACTION REQUESTED:** Motion LEGAL: No Review Required

SUBJECT:

Consider motion to set public hearing on Adoption of Budget and Certification of City Taxes for Fiscal Year July 1, 2024 - June 30, 2025 and direct City Clerk to publish notice of such hearing (date of hrg: 4/15/24 @ 5:30 p.m.).

EXECUTIVE SUMMARY:

The fiscal year July 1, 2024 - June 30, 2025 property tax levy is proposed to remain at \$9.90 per \$1,000 of taxable valuation. Additional revenues are needed to maintain service levels, staff Fire Station No. 4, address significant inflation, and offset the cumulative impact of property tax legislation.

FISCAL IMPACT: Yes

The proposed property tax levy for fiscal year July 1, 2024 - June 30, 2025 of \$9.90 per \$1,000 of taxable valuation generates total property taxes of \$54,275,717 across all funds (general, police and fire retirement, other employee benefits and debt service).

CITY MANAGER'S RECOMMENDATIONS:

Recommends setting a public hearing on the proposed adoption of budget and certification of city taxes

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

The operating funds (general, road use tax and police & fire retirement) budget workshop was held on February 12, 2024 and the hotel/motel tax fund and enterprise funds (solid waste, water, sewer and storm water) budget workshop was held on February 26, 2024.

PUBLIC OUTREACH EFFORTS:

Notice of public hearing will be published in the Des Moines Register on April 3, 2024.

A budget public information meeting is scheduled for April 4, 2024.

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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Notice of Public Hearing

NOTICE OF PUBLIC HEARING -- PROPOSED BUDGET

Fiscal Year July 1, 2024 - June 30, 2025

City of: ANKENY

The City Council will conduct a public hearing on the proposed Budget at: Ankeny Kirkendall Public Library - Council Chambers Meeting Date: 4/15/2024 Meeting Time: 05:30 PM

At the public hearing any resident or taxpayer may present objections to, or arguments in favor of , any part of the proposed budget. This notice represents a summary of the supporting detail of revenues and expenditures on file with the City Clerk and County Auditor.

City budgets are subject to protest. If protest petition requirements are met, the State Appeal Board will hold a local hearing. For more information, consult https://dom.iowa.gov/local-budget-appeals.

The Budget Estimate Summary of proposed receipts and expenditures is shown below. Copies of the the detailed proposed Budget may be obtained or viewed at the offices of the Mayor, City Clerk, and at the Library.

The estimated Total tax levy rate per \$1000 valuation on regular property

9.90000

The estimated tax levy rate per \$1000 valuation on Agricultural land is

3.00375

At the public hearing, any resident or taxpayer may present objections to, or arguments in favor of, any part of the proposed budget.

Phone Number (515) 965-6400 City Clerk/Finance Officer's NAME Jennifer Sease

		Budget FY 2025	Re-estimated FY 2024	Actual FY 2023
Revenues & Other Financing Sources				
Taxes Levied on Property	1	54,275,717	47,164,752	45,049,645
Less: Uncollected Property Taxes-Levy Year	2	0	0	0
Net Current Property Taxes	3	54,275,717	47,164,752	45,049,645
Delinquent Property Taxes	4	0	0	-9,266
TIF Revenues	5	8,676,117	10,399,304	9,890,506
Other City Taxes	6	4,369,771	4,315,747	4,464,315
Licenses & Permits	7	1,797,500	1,582,600	2,621,986
Use of Money and Property	8	5,891,170	7,769,025	3,773,214
Intergovernmental	9	13,409,836	18,849,626	11,438,864
Charges for Fees & Service	10	50,906,046	48,713,235	46,676,754
Special Assessments	11	0	479,689	277,158
Miscellaneous	12	5,133,908	5,717,633	3,801,736
Other Financing Sources	13	23,670,000	39,177,238	18,220,611
Transfers In	14	15,835,448	16,550,433	17,960,238
Total Revenues and Other Sources	15	183,965,513	200,719,282	164,165,761
Expenditures & Other Financing Uses				
Public Safety	16	34,308,005	30,568,753	26,522,053
Public Works	17	9,946,715	11,334,167	7,215,485
Health and Social Services	18	0	0	0
Culture and Recreation	19	11,974,101	11,293,389	9,907,249
Community and Economic Development	20	6,609,936	5,677,607	5,036,296
General Government	21	5,561,023	5,735,851	4,524,062
Debt Service	22	26,086,257	25,026,907	24,205,486
Capital Projects	23	35,422,067	40,158,656	31,599,842
Total Government Activities Expenditures	24	129,908,104	129,795,330	109,010,473
Business Type / Enterprises	25	53,926,961	57,003,932	44,299,847
Total ALL Expenditures	26	183,835,065	186,799,262	153,310,320
Transfers Out	27	15,835,448	16,550,433	17,960,238
Total ALL Expenditures/Transfers Out	28	199,670,513	203,349,695	171,270,558
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	-15,705,000	-2,630,413	-7,104,797
Beginning Fund Balance July 1	30	140,011,232	142,641,645	149,746,442
Ending Fund Balance June 30	31	124,306,232	140,011,232	142,641,645



ANKENY CITY COUNCIL

City Council Agenda

April 1, 2024 5:30 PM

Mark Holm, Mayor Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT: COUNCIL GOAL:
ACTION REQUESTED:
LEGAL:
SUBJECT:
Consent Agenda Items CA-1 through CA-56.
EXECUTIVE SUMMARY:
FISCAL IMPACT: No
CITY MANAGER'S RECOMMENDATIONS:
PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):
PUBLIC OUTREACH EFFORTS:
ACTION REQUESTED:
Action: Consider motion to approve the recommendations for Consent Agenda Items CA-1 through CA-56.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download		
No Attachments Available		



ANKENY CITY COUNCIL

City Council Agenda

April 1, 2024 5:30 PM

Mark Holm, Mayor Bobbi Bentz, Mayor Pro tem

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

ORIGINATING DEPARTMENT: Control City Clerk	OUNCIL GOAL:
ACTION REQUESTED: Motion	
LEGAL:	
SUBJEC Civil Service Commission: Appointment to the Civil Ser	
EXECUTIVE S	UMMARY:
FISCAL IMP.	ACT: No
CITY MANAGER'S REC Approve the appointment of David Kinsley to the Civil S	
PREVIOUS COUNCIL/COMMIS	SSION/BOARD ACTION(S):
PUBLIC OUTREAG	CH EFFORTS:

ACTION REQUESTED: **Action:** Consider motion to approve the appointment of David Kinsley to the Civil Service Commission,

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to downlo	

No Attachments Available



ANKENY CITY COUNCIL

City Council Agenda

April 1, 2024 5:30 PM

Mark Holm, Mayor Bobbi Bentz, Mayor Pro tem

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

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
City Clerk	Upgrade Essential Infrastructure
ACTION REQUESTED: Resolution	
LEGAL: Item Reviewed by Legal Counsel	
SUB: Proposed 2024 PCC Street Patching Program (PH 20	JECT: 024-20)

EXECUTIVE SUMMARY:

The 2024 PCC Street Patching Program project includes the full depth removal and replacement of PCC street pavement at three (3) separate locations, generally located on:

Site 1 – NW 4th Street and NW Arlan Drive intersection (7" pavement),

Site 2 – SW Prairie Trail Parkway and SW Abilene Road intersection (8" pavement), and

Site 3 – NW State Street between West First Street and NW Prairie Ridge Drive (9" patches)

The construction improvements include approximately 1,850 SY of 9" thick PCC Class C-SUD full depth

patches, 550 SY of 8" thick PCC Class C-SUD street pavement, 1,275 SY of 7" thick PCC Class C-SUD street pavement, 400 SY of 7" thick PCC Class C-SUD fully reinforced street pavement, 300 LF of storm sewer, and 275 LF of water main. Other associated improvements include sidewalk and pedestrian ramp removal and replacement, installation of new intake structures, minor adjustments to sanitary and storm sewer structures, partial rebuild of an existing intake, temporary traffic control, maintenance of postal service and solid waste collection, temporary surface restoration, mobilization, and miscellaneous associated work necessary to complete the project.

The bid opening for this project was held on Tuesday, March 26, 2024. Four (4) bids were received as follows:

- 1. TK Concrete, Inc. \$789,727.00
- 2. The Concrete Contracting Company, Inc. \$814,601.50
- 3. RAMMS Construction, LLC \$870,228.25
- 4. Iowa Civil Contracting, Inc. \$998,081.00

The Engineer's Estimate for the project was \$844,045.00. The bids ranged from approximately 7% below to 18% above the estimate. TK Concrete has completed similar projects for the City of Ankeny in the past and they have the technical experience to complete this project. The Public Works Department recommends awarding the 2024 PCC Street Patching Program project to TK Concrete, Inc. of Pella, Iowa.

Pending project approval and award by the City Council, the contractor will be required to start the improvements for Site 1 and Site 3no earlier than April 15, 2024 and no later than May 13, 2024 and the improvements for Site 2 no earlier than May 28, 2024 and no later than June 10, 2024.

The Contractor will have 40 Working Days to substantially complete Site 1, 20 Working Days to substantially complete Site 2, and 40 Working Days to substantially complete Site 3. Substantial completion for each Site shall be defined as all utility, grading, and pavement construction completed, temporary surface restoration completed, permanent pavement markings completed, with the new street and sidewalk pavement fully open to traffic. The Contractor shall fully complete the overall project in 10 working days immediately following substantial completion of all three (3) Sites. Full completion for the overall project shall be defined as all work including punch list items completed, and all improvements ready for final acceptance.

FISCAL IMPACT: No

This project is included in the City's current Capital Improvement Program with construction scheduled for 2024.

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the Council take the following action:

- 1. Hold a hearing on the proposed Contract Documents (plans, specifications, and form of contract), and estimate of cost (\$844,045.00).
- 2. Approve Resolution, adopting said plans, specifications, form of contract, and estimated cost for the 2024 PCC Street Patching Program project.
- 3. Receive and file the report of bids received on March 26, 2024.
- 4. Approve Resolution, making award of construction contract to TK Concrete, Inc. of Pella, Iowa.
- 5. Approve Resolution, approving contract and bonds with TK Concrete, Inc. in the amount of \$789,727.00.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

March 4, 2024: The City Council approved a Resolution ordering construction and setting the bid opening date as March 26, 2024, and setting the public hearing date as April 1, 2024.

PUBLIC OUTREACH EFFORTS:

Periodic update letters will be sent to affected properties throughout the duration of construction.

ACTION REQUESTED:

Action: Consider motion to adopt 1) RESOLUTION adopting plans, specifications, form of contract and estimate of cost \$844,045.00; 2) receive and file report of bids received March 26, 2024; 3) adopt RESOLUTION making award of construction contract with TK Concrete, Inc. in the amount of \$789,727.00; and 4) adopt RESOLUTION approving contract and bonds with TK Concrete, Inc. in the amount of \$789,727.00.

ADDITIONAL INFORMATION:

ATTACHMENTS:

CHER TO GOVERNOUS
□ RES - plans, specs
□ <u>Bid Sheet</u>

□ Bid Tab
□ RES - making award

D RES - approving contract

D Contract

Council Member	introduced	the following Resolution entitled
"RESOLUTION ADOPTING PLANS,	SPECIFICATIONS,	FORM OF CONTRACT AND
ESTIMATE OF COST FOR THE 2024 P	CC STREET PATCH	ING PROGRAM", and moved that
the same be adopted. Council Member		seconded the motion to adopt
The roll was called, and the vote was:		
AYES:		
711DS		
NAYS:		

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE 2024 PCC STREET PATCHING PROGRAM

WHEREAS, on the <u>4th</u> day of <u>March</u>, 2024, plans, specifications, form of contract and estimate of cost were filed with the Clerk for the construction of certain public improvements described in general as the 2024 PCC Street Patching Program; and

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

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

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

PASSED AND APPROVED this 1st day of April, 2024.



REC'D & FILED BY CITY COUNCIL 4-1-24

BID LETTING

10:30 A.M.

MARCH 26, 2024

2024 PCC STREET PATCHING PROGRAM

The purpose of this meeting is to receive, open and tabulate bids for construction of the 2024 PCC Street Patching Program in accordance with the Plans and Specifications prepared by City of Ankeny Public Works.

Amy Quartell, City Engineer

		Project Estimate of Cost \$ 84	4,045,00	
	Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (none) Acknowledged
	1)	lowa Civil Contracting Inc. 11010 3rd St. Victor, 12 52347	#998,081.	
	2)	The Concrete Contracting Co. P.O. Box 55Le Grimes, 1A 50111	#814,601.50	
X	3)	TK Concrete Inc. 11608 Fifield Rd Pella, 12 50219	4789,007	
	4)	Ramms Construction 1120 2nd St NE Bondwant, 1A 50035	#870,228, ²⁵	V
	5)			
	6)			

^{*}Apparent Low Bidder

Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (none) Acknowledged
7)			·
	<u> </u>		
	· · · · · · · · · · · · · · · · · · ·		
8)			
9)			<i>V</i>
	,		
10)			
11)	·		
12)			-
13)			
Apparent l	Low Bidder		
Bids will be P.M.	e reviewed and further action taken by the Ci	ity Council at their next regular meetir	ng of April 1, 2024 at 5:30
		ames Quart	X _
ATTEST:		Amy Quartell, City Engineer	

Diane Klemme, Deputy City Clerk

Bid Tabulation

2024 PCC Street Patching Program Project Description

Project Description March 26, 2024

March Marc					March 26, 2024 Engineer's Estimate TK Concrete, Inc. T		The Concrete Contracting Company, Inc.		RAMMS Construction, LLC		Iowa Civil Contracting, Inc.		ing. Inc.						
March Marc	Item No.	SUDAS No.	Item	Unit	Total		1	Total			 						.	1	Total Price
Bill			TRENCH AND TRENCHLESS CONSTRUCTION																
	3.01	3010-F		LS	1	\$ 5,000.00	\$ 5,000,00	1	\$ 2,050,00	\$ 2,050,00	1	\$ 2,500,00	\$ 2,500,00	1	\$ 2,150,00	\$ 2,150,00	1	\$ 2,093,00	\$ 2,093.00
March Marc									,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	,,,,,,		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		, , , , ,	, , , , ,		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
March Marc	4.01	4020-A-1	Storm Sewer, Trenched, Class V RCP, 12" Diameter, R-5 Bedding	LF	94	\$ 100.00	\$ 9,400.00	94	\$ 104.50	9,823.00	94	\$ 135.00	\$ 12,690.00	94	\$ 137.00	\$ 12,878.00	94	\$ 140.00	\$ 13,160.00
Mark	4.02	4020-A-2	Storm Sewer, Trenched, Class V RCP, 15" Diameter, R-5 Bedding	LF	8		\$ 1,180,00	8	\$ 220.00	\$ 1,760,00	8	s 250.00	\$ 2,000,00	8	\$ 240.00	\$ 1,920.00	8	\$ 234.00	\$ 1,872.00
April December Company Compa					100			100			100			100			100		
			8																
Second S	4.04	4020-D	Removal of Storm Sewer, RCP, 15" Diameter	LF	132	\$ 25.00	\$ 3,300.00	132	\$ 22.00	\$ 2,904.00	132	\$ 45.00	\$ 5,940.00	132	\$ 44.00	\$ 5,808.00	132	\$ 44.00	\$ 5,808.00
Min			WATER MAINS AND APPURTENANCES																
10 1980 19		5010-A-1	Water Main, Trenched, PVC, 8" Diameter		277	\$ 100.00	\$ 27,700.00	277	\$ 105.00	\$ 29,085.00	277		\$ 34,625.00			\$ 22,575.50	277		\$ 22,991.00
March Marc	5.02	5010-C-1	Fitting, 45 Degree Bend, 8" Diameter	EA	16	\$ 1,000.00	\$ 16,000.00	16	\$ 1,100.00	\$ 17,600.00	16	\$ 1,450.00	\$ 23,200.00	16	\$ 1,430.00	\$ 22,880.00	16	\$ 1,463.00	\$ 23,408.00
200-2-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-		5010-C-1	Fitting, 8" X 8" Tee		1			1			1	, , , , , , , ,	. ,	1		,,,,,,,	1		\$ 2,878.00
1909 1909	5.04	5010-C-2	Fitting, 8" X 6" Reducer		4	\$ 1,000.00	\$ 4,000.00	4	\$ 2,000.00	8,000.00	4		\$ 14,000.00	4		\$ 14,400.00	4		\$ 14,652.00
500 500	5.05	5010-H	Water Main Removal, 6" Diameter	LF	268	\$ 25.00	\$ 6,700.00	268	\$ 22.00	5,896.00	268	\$ 34.00	\$ 9,112.00	268	\$ 32.50	\$ 8,710.00	268	\$ 33.00	\$ 8,844.00
1985 1985	5.06	5020-A	Gate Valve, 8" Diameter	EA	4	\$ 2,500.00	\$ 10,000.00	4	\$ 3,075.00	12,300.00	4	\$ 3,000.00	\$ 12,000.00	4	\$ 3,150.00	\$ 12,600.00	4	\$ 3,201.00	\$ 12,804.00
1985 Solution 1986 Sol	5.07	5020-C	Fire Hydrant Assembly	EA	1	\$ 7,500.00	\$ 7,500.00	1	\$ 8,580.00	8,580.00	1	\$ 7,850.00	\$ 7,850.00	1	\$ 8,100.00	\$ 8,100.00	1	\$ 8,268.00	\$ 8,268.00
MINISTRA RANGE MANAGE	5.08	5020-J	Fire Hydrant Assembly Removal	EA	1	\$ 1,000.00	\$ 1,000.00	1	\$ 1,050.00	1,050.00	1	\$ 2,000.00	\$ 2,000.00	1	\$ 200.00	\$ 200.00	1	\$ 185.00	\$ 185.00
	5.09	5020-K	Valve Removal	EA	2	\$ 1,000.00	\$ 2,000.00	2	\$ 550.00	1,100.00	2	\$ 1,500.00	\$ 3,000.00	2	\$ 860.00	\$ 1,720.00	2	\$ 847.00	\$ 1,694.00
			STRUCTURES FOR SANITARY AND STORM SEWERS																
	6.01	6010-A	Manhole, SW-401, 60" Diameter, Modified, Precast	EA	2	\$ 5,000.00	\$ 10,000.00	2	\$ 9,250.00	18,500.00	2	\$ 8,350.00	\$ 16,700.00	2	\$ 8,850.00	\$ 17,700.00	2	\$ 8,987.00	\$ 17,974.00
Miller M	6.02	6010-B	Intake, SW-505, 6'-8" X 2'-0", Modified, Precast	EA	5	\$ 5,000.00	\$ 25,000.00	5	\$ 8,125.00	40,625.00	5	\$ 5,700.00	\$ 28,500.00	5	\$ 5,600.00	\$ 28,000.00	5	\$ 5,698.00	\$ 28,490.00
686 666	6.03	6010-B	Intake, SW-505, 6'-8" X 2'-0", Cast-in-place	EA	1	\$ 10,000.00	\$ 10,000.00	1	\$ 14,850.00	14,850.00	1	\$ 16,500.00	\$ 16,500.00	1	\$ 15,700.00	\$ 15,700.00	1	\$ 15,994.00	\$ 15,994.00
0.00 1.	6.04	6010-B	Intake, SW-506, 6'-8" X 6'-0", Modified, Cast-in-place	EA	1	\$ 8,000.00	\$ 8,000.00	1	\$ 19,750.00	19,750.00	1	\$ 17,500.00	\$ 17,500.00	1	\$ 15,500.00	\$ 15,500.00	1	\$ 15,681.00	\$ 15,681.00
	6.05	6010-E-1	Manhole Adjustment, Sanitary, Minor, SELFLEVEL	EA	2	\$ 2,500.00	\$ 5,000.00	2	\$ 2,750.00	5,500.00	2	\$ 3,750.00	\$ 7,500.00	2	\$ 3,900.00	\$ 7,800.00	2	\$ 4,300.00	\$ 8,600.00
6910-629 6810-644 Manufamman	6.06	6010-E-1	Manhole Adjustment, Sanitary, Minor, Two-Piece	EA	2	\$ 2,000.00	\$ 4,000.00	2	\$ 2,850.00	5,700.00	2	\$ 3,000.00	\$ 6,000.00	2	\$ 1,750.00	\$ 3,500.00	2	\$ 3,600.00	\$ 7,200.00
	6.07	6010-E-1	Manhole Adjustment, Storm, Minor, Two-Piece	EA	1	\$ 2,000.00	\$ 2,000.00	1	\$ 1,750.00	\$ 1,750.00	1	\$ 2,500.00	\$ 2,500.00	1	\$ 1,400.00	\$ 1,400.00	1	\$ 2,900.00	\$ 2,900.00
	6.08	6010-E-2	Intake Adjustment, Minor, Single Grate	EA	6	\$ 2,000.00	\$ 12,000.00	6	\$ 3,700.00	\$ 22,200.00	6	\$ 2,000.00	\$ 12,000.00	6	\$ 1,775.00	\$ 10,650.00	6	\$ 2,760.00	\$ 16,560.00
SPEERSANDERLATILE NORMEN 1	6.09	6010-G-1	Connection to Existing Manhole	EA	1	\$ 1,500.00	\$ 1,500.00	1	\$ 5,500.00	5,500.00	1	\$ 6,000.00	\$ 6,000.00	1	\$ 6,000.00	\$ 6,000.00	1	\$ 6,702.00	\$ 6,702.00
Page	6.10	6010-H-2	Remove Intake	EA	3	\$ 1,000.00	\$ 3,000.00	3	\$ 1,000.00	3,000.00	3	\$ 1,250.00	\$ 3,750.00	3	\$ 1,050.00	\$ 3,150.00	3	\$ 1,054.00	\$ 3,162.00
The content of the			STREETS AND RELATED WORK																
7016	7.01	7010-A	Pavement, PCC, Class C-SUD, 7" Thick	SY	1,283	\$ 70.00	\$ 89,810.00	1,283	\$ 72.00	92,376.00	1,283	\$ 75.00	\$ 96,225.00	1,283	\$ 69.25	\$ 88,847.75	1,283	\$ 90.00	\$ 115,470.00
19th	7.02	7010-A	Pavement, PCC, Class C-SUD, 7" Thick, Fully-Reinforced	SY	392	\$ 100.00	\$ 39,200.00	392	\$ 76.50	\$ 29,988.00	392	\$ 80.00	\$ 31,360.00	392	\$ 85.00	\$ 33,320.00	392	\$ 95.00	\$ 37,240.00
Prof. Prof	7.03	7010-A	Pavement, PCC, Class C-SUD, 8" Thick	SY	543	\$ 80.00	\$ 43,440.00	543	\$ 76.00	\$ 41,268.00	543	\$ 85.00	\$ 46,155.00	543	\$ 76.00	\$ 41,268.00	543	\$ 132.00	\$ 71,676.00
The	7.04	7030-A-1	Removal of Sidewalk	SY	239	\$ 10.00	\$ 2,390.00	239	\$ 15.00	3,585.00	239	\$ 20.00	\$ 4,780.00	239	\$ 20.00	\$ 4,780.00	239	\$ 15.00	\$ 3,585.00
270 7008-E Selendi, PCC, Class C, Pibek SY 29 1000 2,2900 29 6,650 5 1,855 0 70 5 1,537 0 29 5 6,500 5 1,548 0 5 1,549 0 5 6,958 0 71 5 5,000 5 1,000 5	7.05	7030-A-3	Removal of Driveway	SY	71	\$ 10.00	\$ 710.00	71	\$ 15.00	1,065.00	71	\$ 20.00	\$ 1,420.00	71	\$ 27.00	\$ 1,917.00	71	\$ 15.00	\$ 1,065.00
Fig. 1900-E Seventh Percentage, Galvanized Steel SY 71 S 1500 S 8,875.00 71 S 750 S 5,325.00 71 S 7500 S 4,470.00 71 S 7500 S 5,250.00 71 S 7500 S 5,400.00 S 5,500.00	7.06	7030-E	Sidewalk, PCC, Class C, 4" Thick	SY	134	\$ 75.00	\$ 10,050.00	134	\$ 55.00	5 7,370.00	134	\$ 45.00	\$ 6,030.00	134	\$ 53.00	\$ 7,102.00	134	\$ 108.00	\$ 14,472.00
Top	7.07	7030-E	Sidewalk, PCC, Class C, 5" Thick	SY	29	\$ 100.00	\$ 2,900.00	29	\$ 65.00	1,885.00	29	\$ 53.00	\$ 1,537.00	29	\$ 67.00	\$ 1,943.00	29	\$ 116.00	\$ 3,364.00
7.10 7030-84-1 Origonal Price Str. O	7.08	7030-E	Sidewalk, PCC, Class C, 6" Thick	SY			\$ 8,875.00			5,325.00			\$ 4,970.00			\$ 6,958.00			\$ 10,650.00
7.10 7030-84-1 Origonal Price Str. O	7.09	7030-G	Detectable Warnings, Galvanized Steel	SF	104	\$ 60.00	\$ 6,240.00	104	\$ 50.00	5,200.00	104	\$ 60.00	\$ 6,240.00	104	\$ 54.00	\$ 5,616.00	104	\$ 65.00	\$ 6,760.00
7.11 7040-A Full Depth Patches, PCC, Class C SUD, 9" Thick SY 1,854 5 125.00 5 231,780.00 1,854 5 96.00 5 178,911.00 1,854 5 95.00 5 176,130.00 1,854 5 131.00 5 242,234.00 1,855 5 148.00 5 274,335 1,130	7.10	7030-H-1	-	SY				1		\$ 5,070.00			\$ 5,460,00				78	s 117.00	
7.12 7040-B Selbase Over-exervation, 6° Depth Selbase Over-exervation, 6°	7.11			SY			\$ 231,750.00	1,854	\$ 96.50				\$ 176,130.00			\$ 242,874.00	1,854	\$ 148.00	
7.13 7040-11 Pavement Removal, PCC SY 1.675 5 10.00 5 16.750.00 1.675 5 12.00 5 20.000.00 1.675 5 20.00 5 33.500.00 1.675 5 21.05 5 36.012.50 1.675 5 30.00 5 50.02			•					 			<u> </u>					-			
RAFFIC CONTROL Rough Painted Pavement Markings, Waterborne STA 17,7 \$ 25,00 \$ 4,425,00 17,7 \$ 600,00 17,7 \$ 8,00 \$ 1,060,00 17,7 \$ 8,00 \$ 1,050,00 17,7 \$ 8,00 \$ 1,050,00 17,7 \$ 8,00 \$ 1,050,00 17,7 \$ 8,00 \$ 1,050,00								-	+		-						-		+
8.01 820-B Painted Pavement Markings, Waterborne STA 17, \$ 25000 \$ 4,425.00 \$ 17, \$ 600.00 \$ 10,620.00 \$ 17, \$ 85.00 \$ 1,545.00 \$ 17, \$ \$ 325.00 \$ 5,752.50 \$ 17, \$ \$ 550.00 \$ 9.77. \$ 8.02 \$ 8.02 B Wet, Retroflective Removable Tape Markings STA 3.8 \$ 375.00 \$ 1,425.00 \$ 3.8 \$ 5.000.00 \$ 1,976.00 \$ 3.8 \$ 155.00 \$ 5.130.0 \$ 3.8 \$ 3.000 \$ 1,130.00 \$ 2.8 \$ 5.000 \$ 1,150.00 \$ 2 \$ 1.00					-,075	10.00		-,./0		.,	-,-/-			-,	230	, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	-,	23.30	, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
8.02 8020-F Wet, Retroflective Removable Tape Markings STA 3.8 \$ 37.00 \$ 1.45.00 3.8 \$ 520.00 \$ 1.976.00 3.8 \$ 135.00 \$ 1.870.00 \$ 1.870.00 \$ 1.870.00 \$ 1.870.00 \$ 1.90	8.01	8020-B		STA	17.7	\$ 250.00	\$ 4,425.00	17.7	\$ 600.00	10.620.00	17.7	\$ 85,00	\$ 1,504,50	17.7	\$ 325,00	\$ 5,752,50	17.7	\$ 550,00	\$ 9,735.00
8.03 8020-999-A Wt, Retroflective Removable Symbols EA 2 5 275.00 \$ 550.00 2 5 650.00 2 5 650.00 2 5 550.00 2 5 550.00 2 5 550.00 5 1,150.00 2 5 550.00 5 1,150.00 2 5 550.00 5 1,150.00 2 5 550.00 5 1,150.00 2 5 550.00 5 1,150.00 5 2,50.00 5 1,150.00 5 2,50.00 5 1,150.00 5 2,50.00 5 1,150.00 5 2,50.00 5 1,150.00 5 2,50.00 5 1,150.00 5 2,50.00 5 1,150.00 5 2,50.00 5 1,150.00 5 2,50.00 5 1,150.00 5 2,50.00 5 1,150.00 5 2,50.00 5 1,150.00 5 2,50.00 5 1,150.00 5 2,50.00 5 1,150.00 5 2,50.00 5 1,150.00 5 2,50.00 5 1,150.00 5 2,50.00 5 1,150.00 5 2,50.00 5 2,50.00 5 1,150.00 5 2,50.00 5 2,50.00 5 1,150.00 5 2,50.00									-										\$ 1,672.00
8.04 8030-9A Profile Cymanic Message Sign (PDMS) CDAY 30 \$ 15,000 \$ 5,000 \$ 1 \$ \$ 32,750 \$ 0 \$ 1 \$ 43,500 \$ \$ 43,500 \$ 1 \$ 42,500 \$ \$ 42,500 \$ 1 \$ \$ 28,000 \$ \$ 28,00 \$ 803-999 A Profile Cymanic Message Sign (PDMS) CDAY 30 \$ 15,000 \$ 50,000 \$ 1 \$ 10,000 \$ 1 \$ 10,000 \$ 1 \$ 50,000 \$ 3 \$ 225,00 \$ 6,600 \$ 225,00 \$ 6,600 \$ 225,00 \$ 6,600 \$ 225,00			·		2.0		<u> </u>	2.0			2.0			2.8			2.8		
8.05 8830-999-A Partable Dynamic Message Sign (PDMS) CDAY 30 \$ 150.00 \$ 4.500.00 \$ 3 \$ 220.00 \$ 5.600.00 \$ 3 \$ 220.00 \$ 6.600.00 \$ 3 \$ 220.00 \$ 6.600.00 \$ 3 \$ 220.00 \$ 6.600.00 \$ 3 \$ 220.00 \$ 6.600.00 \$ 3 \$ 220.00 \$ 6.600.00 \$ 3 \$ 220.00 \$ 6.600.00 \$ 6.000.00 \$ 6.600.00 \$ 6					1			1			1			1			1		
8.06 8040-1 Remove and Reinstall Traffic Signs EA 1 \$ 50,000 \$ 50,000 1 \$ 1,000.00 \$ 1,000.00 \$ 1 \$ 555.00 \$ 555.00 \$ 1 \$ 575.00 \$ 1 \$ 770.00 \$ 77. SITE WORK AND LANDSCAPING						,		20			20			30				,	
SITE WORK AND LANDSCAPING								1			1			. JU					
9.01 9040-Q-2 Erosion Control Mulching, Hydromulching, BFM with Temporary Seeding AC 0.3 \$ 20,000.00 \$ 6,000.00 \$ 0.3 \$ 1,875.00 \$ 0.3 \$ 13,500.00 \$ 4,050.00 \$ 0.3 \$ 13,250.00 \$ 3,975.00 \$ 0.3 \$ 16,500.00 \$ 4,900.00 \$ 0.9	3.00	JUTU-1	-	LA	1	500.00	500.00	,	2 1,000.00	. 1,000.00	1	2 220.00	2 220.00	1	0.00 پ	2 313.00	· ·	7 //0.00	, 70.00
9.02 9040-T-1 Inlet Protection Device, Surface-applied EA 20 \$ 25.00 \$ 5.000.00 20 \$ 150.00 \$ 3.000.00 20 \$ 60.00 \$ 1.200.00 20 \$ 220.00 \$ 4.400.00 20 \$ 55.00 \$ 1.100.00 \$ 9.0000.00 \$ 9.000.00 \$ 9.0000.00 \$ 9.																			
9.03 9040-T-1 Inlet Protection Device, Drop-in EA 20 \$ 20.00 \$ 4,000.00 20 \$ 225.00 \$ 4,500.00 20 \$ 3,500.00 20 \$ 220.00 \$ 4,400.00 20 \$ 165.00 \$ 3,300.00 \$ 9.00 \$	9.01	9040-Q-2	Erosion Control Mulching, Hydromulching, BFM with Temporary Seeding	AC	0.3	\$ 20,000.00	\$ 6,000.00	0.3	\$ 6,250.00	1,875.00	0.3	\$ 13,500.00	\$ 4,050.00	0.3	\$ 13,250.00	\$ 3,975.00	0.3	\$ 16,500.00	\$ 4,950.00
9.04 9040-T-2 Inlet Protection Device, Maintenance EA 40 \$ 50.00 \$ 2,000.00 40 \$ \$ 25.00 \$ \$ 1,000.00 40 \$ \$ 45.00 \$ \$ 1,800.00 40 \$ 35.00 \$ \$ 1,400.00 40 \$ 39.00 \$ \$ 1,500.00 \$ \$ 1,500.00 \$ \$ 1,000.00 \$ 1,000.00 \$ \$ 1,000.00 \$ \$ 1,000.00 \$ \$ 1,000.00 \$ \$ 1,000.00 \$ \$ 1,000.00 \$ \$ 1,000.00 \$ \$ 1,000.00 \$ \$ 1,000.00 \$ \$ 1,000.00 \$ 1,000.00 \$ \$ 1,000.00 \$ \$ 1,000.00 \$ \$ 1,000.00 \$ \$ 1,000.00 \$ \$ 1,000.00 \$ \$ 1,000.00 \$ \$ 1,000.00 \$ \$ 1,000.00 \$ \$ 1,000.00 \$ 1,00	9.02	9040-T-1	Inlet Protection Device, Surface-applied	EA	20	\$ 250.00	\$ 5,000.00	20	\$ 150.00	3,000.00	20	\$ 60.00	\$ 1,200.00			\$ 4,400.00	20	\$ 55.00	\$ 1,100.00
9.04 9040-T-2 Inlet Protection Device, Maintenance EA 40 \$ 50.00 \$ 2,000.00 40 \$ \$ 25.00 \$ \$ 1,000.00 40 \$ \$ 45.00 \$ \$ 1,800.00 40 \$ 35.00 \$ \$ 1,400.00 40 \$ 39.00 \$ \$ 1,500.00 \$ \$ 1,500.00 \$ \$ 1,000.00 \$ 1,000.00 \$ \$ 1,000.00 \$ \$ 1,000.00 \$ \$ 1,000.00 \$ \$ 1,000.00 \$ \$ 1,000.00 \$ \$ 1,000.00 \$ \$ 1,000.00 \$ \$ 1,000.00 \$ \$ 1,000.00 \$ 1,000.00 \$ \$ 1,000.00 \$ \$ 1,000.00 \$ \$ 1,000.00 \$ \$ 1,000.00 \$ \$ 1,000.00 \$ \$ 1,000.00 \$ \$ 1,000.00 \$ \$ 1,000.00 \$ \$ 1,000.00 \$ 1,00	9.03	9040-T-1	Inlet Protection Device, Drop-in	EA	20	\$ 200.00	\$ 4,000.00	20	\$ 225.00	4,500.00	20	\$ 175.00	\$ 3,500.00	20	\$ 220.00	\$ 4,400.00	20	\$ 165.00	\$ 3,300.00
11.01 11.02-A Mobilization LS 1 \$ 75,000.00 \$ 75,000.00 1 \$ 44,000.00 1 \$ 20,000.00 1 \$ 32,000.00 \$ 32,000.00 1 \$ 50,000.00 \$ 50,000.00 \$ 50,000.00 \$ 50,000.00 \$ 50,000.00 \$ 50,000.00 \$ 50,000.00 \$ 50,000.00 \$ 50,000.00 \$ 50,000.00 \$ 50,000.00 \$ 12,000.00 \$ 1	9.04	9040-T-2	Inlet Protection Device, Maintenance	EA	40	\$ 50.00	\$ 2,000.00	40	\$ 25.00	1,000.00	40	\$ 45.00	\$ 1,800.00			\$ 1,400.00	40	\$ 39.00	\$ 1,560.00
11.02 11.03 O-A Maintenance of Postal Service LS 1 \$ 5,000.00 \$ 5,000.00 1 \$ 1,000.00 1 \$ 12,000.00 1 \$ 12,000.00 \$ 12,0			MISCELLANEOUS																
11.03 11,030-B Maintenance of Solid Waste Collection LS 1 \$ 5,000.00 \$ 5,000.00 1 \$ 5,000.00 \$ 1	11.01	11,020-A	Mobilization	LS	1	\$ 75,000.00	\$ 75,000.00	1	\$ 44,000.00	\$ 44,000.00	1	\$ 20,000.00	\$ 20,000.00	1	\$ 32,000.00	\$ 32,000.00	1	\$ 50,000.00	\$ 50,000.00
11.03	11.02	11,030-A	Maintenance of Postal Service	LS	1	\$ 5,000.00	\$ 5,000.00	1	\$ 1,500.00	1,500.00	1	\$ 12,000.00	\$ 12,000.00	1	\$ 12,000.00	\$ 12,000.00	1	\$ 2,500.00	\$ 2,500.00
11.04 11,040-999-A Temporary Pedestrian Ramp EA 4 \$ 1,500.00 \$ 6,000.00 4 \$ 1,000.00 \$ 4 \$ 2,500.00 \$ 10,000.00 4 \$ 250.00 \$ 1,000.00 4 \$ 500.00 \$ 2,000.00 \$ 1,000.0				LS			\$ 5,000.00	1		1,500.00	1	\$ 6,500.00	\$ 6,500.00	1			1		
11.05 11,050-A Concrete Washout LS 1 \$ 5,000.00 \$ 5,000.00 1 \$ 5,000.00 \$ 1 \$ 2,250.00 \$ 2,250.00 1 \$ 2,250.00 \$ 2,250.00 1 \$ 5,000.00 \$ 5,000.				EA	4	\$ 1,500.00	\$ 6,000.00	4	\$ 1,000.00	4,000.00	4	\$ 2,500.00	\$ 10,000.00	4			4		
								1			1			1			-		
		* **	TOTAL AMOUNT BID =			.,	\$ 844,045.00		<u> </u>			,	\$ 814,601.50		,	\$ 870,228.25			\$ 998,081.00

	AWARD OF CONSTRUCT		the following Resolution entitled CONTRACT FOR THE 2024 PCC
that the Resolution	be adopted.		
therefore defer ac		the me	ake recommendation on said bids, eeting to be held at
Council Member called, and the vote was:	seco	nded tl	ne motion to adopt. The roll was
AYES:			
NAYS:			
Whereupon, the May	or declared the following R	esoluti	on duly adopted:
	RESOLUT	ION	
	ON MAKING AWARD FOR THE 2024 PCC		
BE IT RESOLVED I	BY THE CITY COUNCIL (OF THE	E CITY OF ANKENY, STATE OF
described in general as the	e 2024 PCC Street Patchir opted by this Council on Ap	ng Prog ril 1, 20	n of certain public improvements gram, described in the plans and 024, be and is hereby accepted, the such work, as follows:
Contractor:	TK Concrete, Inc.	of	Pella, Iowa
Amount of bid:	\$789,727.00		_
Portion of project:	All construction work		

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

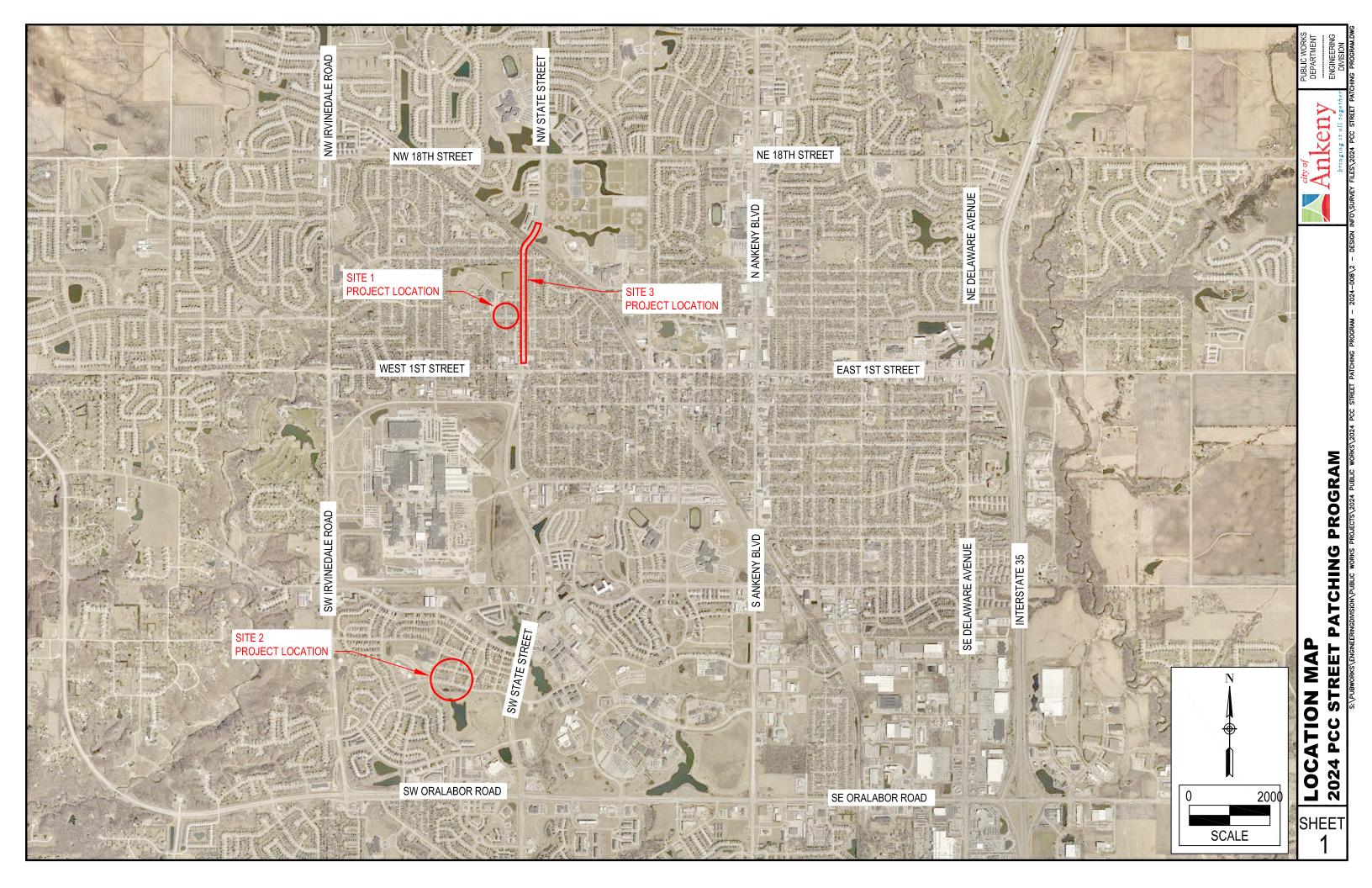
PASSED AND APPROVED this 1st day of April, 2024.

	Mayor	
ATTEST:		
City Clerk		

Council Member	introduced the following Resolution entitled
PCC STREET PATCHIN	NG CONSTRUCTION CONTRACT AND BOND FOR THE 2024 IG PROGRAM", and moved its adoption. Council Member conded the motion to adopt. The roll was called, and the vote was:
AYES:	
NAYS:	
Whereupon, the May	yor declared the following Resolution duly adopted:
	RESOLUTION
	ON APPROVING CONSTRUCTION CONTRACT D FOR THE 2024 PCC STREET PATCHING
BE IT RESOLVED IOWA:	BY THE CITY COUNCIL OF THE CITY OF ANKENY, STATE OF
construction of certain publi Program, and as described in	on contract and bond executed and insurance coverage for the c improvements described in general as the 2024 PCC Street Patching a detail in the plans and specifications heretofore approved, and which layor and Clerk on behalf of the City be and the same are hereby
Contractor:	TK Concrete, Inc. of Pella, Iowa
Amount of bid:	\$789,727.00
Bond surety:	
Date of bond:	
Portion of project:	All construction work

PASSED AND APPROVED this $\underline{\mathbf{1^{st}}}$ day of $\underline{\mathbf{April}}$, 2024.

	Mayor	
ATTEST:		
City Clerk		



CONTRACT

THIS CONTRACT, made and entered into at **Ankeny, Iowa** this 1^{st} day of <u>April</u>, 2024, by and between the **City of Ankeny, Iowa** by its **Mayor**, upon order of its **City Council** hereinafter called the "Jurisdiction," and <u>TK Concrete, Inc.</u>, hereinafter called the "Contractor."

WITNESSETH:

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

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

2024 PCC STREET PATCHING PROGRAM

The 2024 PCC Street Patching Program project includes the full depth removal and replacement of PCC street pavement at three (3) separate locations, generally located on:

- Site 1 NW 4th Street and NW Arlan Drive intersection (7" pavement),
- Site 2 SW Prairie Trail Parkway and SW Abilene Road intersection (8" pavement), and
- Site 3 NW State Street between West First Street and NW Prairie Ridge Drive (9" patches)

The construction improvements include approximately 1,850 SY of 9" thick PCC Class C-SUD full depth patches, 550 SY of 8" thick PCC Class C-SUD street pavement, 1,275 SY of 7" thick PCC Class C-SUD street pavement, 400 SY of 7" thick PCC Class C-SUD fully reinforced street pavement, 300 LF of storm sewer, and 275 LF of water main. Other associated improvements include sidewalk and pedestrian ramp removal and replacement, installation of new intake structures, minor adjustments to sanitary and storm sewer structures, partial rebuild of an existing intake, temporary traffic control, maintenance of postal service and solid waste collection, temporary surface restoration, mobilization, and miscellaneous associated work necessary to complete the project.

A truss screed shall be utilized on all patches greater than or equal to three panels in length.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of Seven Hundred Eighty-Nine Thousand, Seven Hundred Twenty-Seven and 00/100 DOLLARS (\$789,727.00), which amount shall constitute the required amount of the Performance, Payment, and Maintenance Bond. The Contractor hereby agrees to commence work under this Contract on or before a date to be specified in a written Notice to Proceed by the Jurisdiction; and to complete the project as described in the Notice to Bidders and Notice of Public Hearing as noted below:

Contract

The Contractor shall substantially complete each of the three (3) separate Sites within a specified number of working days for each Site as noted below:

Site 1 – forty (40) Working Days,

Site 2 – twenty (20) Working Days, and

Site 3 – forty (40) Working Days

More than one (1) Site can be under construction simultaneously, but not without prior approval by the Engineer. Working Days will be tracked separately for each Site.

Substantial completion <u>for each Site</u> shall be defined as all utility, grading, and pavement construction completed, temporary surface restoration completed, permanent pavement markings completed, with the new street and sidewalk pavement fully open to traffic. A mandatory six-day work week is <u>not</u> required; however, working days will be charged on Saturdays and Sundays if the Contractor elects to perform bid item work on Saturdays or Sundays. Should the Contractor fail to substantially complete the work <u>at each Site</u> within these timeframes, liquidated damages of **One** Thousand Dollars (\$1,000.00) per calendar day will be assessed for work <u>at each Site</u> not substantially completed within the designated Contract term(s).

The Contractor shall fully complete the overall project within ten (10) Working Days after all three (3) Sites are substantially completed. Full completion for the overall project shall be defined as all work including punch list items completed, and all improvements ready for final acceptance. Should the Contractor fail to fully complete the work within this timeframe, liquidated damages of **Five Hundred Dollars** (\$500.00) per calendar day will be assessed for work not fully completed within the designated Contract term(s).

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

JURISDICTION:	CONTRACTOR:
By	TK Concrete, Inc.
Mark E. Holm, Mayor (Seal) ATTEST:	By Athonybe Mee Signature
Michelle Yuska, City Clerk	President Title 1608 Fifield Rd Street Address Pella, IA 50219 City, State, Zip Code 641 628 4590 Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. <u>All Contractors:</u> The Contractor shall enter its Public Registration Number <u>C 0 9 23 - 3 6</u> issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.

2. Out-of-State Contractors:

- A. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of five thousand dollars in value in Iowa, shall file a bond with the Division of Labor Services of the Iowa Department of Workforce Development. It is the contractor's responsibility to comply with said Section 91C.7 before commencing this work.
- B. Prior to entering into contract, the designated low bidder, if it is a corporation organized under the laws of a state other than Iowa, shall file with the Engineer a certificate from the Secretary of the State of Iowa showing that it has complied with all the provisions of Chapter 490 of the Iowa Code, or as amended, governing foreign corporations.

NOTE:

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

CORPORATE ACKNOWLEDGMENT

State of)		
State of <u>Towa</u>) SS <u>Boone</u> County)		
On this 28 day of March in and for the State of Towa	, 20 27, before me, the undersigne , personally appeared Authory Ve , to me known, who, being by me duly swor , and, r	ed, a Notary Public n, did say that they
corporation executing the foregoing insthereto is the seal of) the corporation; corporation by authority of this Board of this B	, and, restrument; that (no seal has been procured by that said instrument was signed (and sealed of Directors; that	(the seal affixed) on behalf of the
BLANE REUTTER Commission Number 788949 My Commission Expires	Notary Public in and for the State of	0 , 20 2 4
PARTNERSHIP ACKNOWLEDGMEN	NT	
State of) SSCounty)		
me personally known, who being by me	, 20, before me, the undersigne , personally appeared e duly sworn, did say that the person is one , a partnership, and that the instrum	of the partners of
pehalf of the partnership by authority of	the partners and the partner acknowledged the deed of the partnership by it and by the partnership by it and that the institution is the partnership by it and that the institution is the partnership by it and by the partnership by the partnership by it and by the partnership by the partnershi	ne execution of the
	Notone Dublic in and for the State of	
	Notary Public in and for the State of My commission expires	. 20
	1.17 Tollimooton enpires	,

County) On this _____ day of ______, 20____, before me, the undersigned, a Notary Public in and for the State of ______, personally appeared ______, to me known to be the identical person(s) named in and who executed the foregoing instrument, and acknowledged that (he) (she) (they) executed the instrument as (his) (her) (their) voluntary act and deed. Notary Public in and for the State of _____ My commission expires ________, 20____ LIMITED LIABILITY COMPANY ACKNOWLEDGMENT On this _____ day of ______, 20___, before me a Notary Public in and for said county, personally appeared ______, to me personally known, who being by me duly sworn did say that person is ______, that (the seal affixed to said instrument is the seal of said OR no seal has been procured by the said) , and that said instrument was signed and sealed on behalf of the said _______, by authority of its managers and the said ______ acknowledged the execution of said instrument to be the voluntary act and deed of said _____ , by it voluntarily executed. Notary Public in and for the State of _____ My commission expires ______

CT-5

Contract

INDIVIDUAL ACKNOWLEDGMENT

CONTRACT ATTACHMENT: BID ITEMS, QUANTITIES, AND PRICES

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

Item No.	Item	Unit	Total		Unit Price										Total Price
	TRENCH AND TRENCHLESS CONSTRUCTION														
3.01	Trench Compaction Testing	LS	1	\$	2,050.00	\$	2,050.00								
	SEWERS AND DRAINS														
4.01	Storm Sewer, Trenched, Class V RCP, 12" Diameter, R-5 Bedding	LF	94	\$	104.50	\$	9,823.00								
4.02	Storm Sewer, Trenched, Class V RCP, 15" Diameter, R-5 Bedding	LF	8	\$	220.00	\$	1,760.00								
4.03	Storm Sewer, Trenched, Class IV RCP, Arch 22" X 14" Diameter, R-5 Bedding	LF	188	\$	165.00	\$	31,020.00								
4.04	Removal of Storm Sewer, RCP, 15" Diameter	LF	132	\$	22.00	\$	2,904.00								
	WATER MAINS AND APPURTENANCES														
5.01	Water Main, Trenched, PVC, 8" Diameter	LF	277	\$	105.00	\$	29,085.00								
5.02	Fitting, 45 Degree Bend, 8" Diameter	EA	16	\$	1,100.00	\$	17,600.00								
5.03	Fitting, 8" X 8" Tee	EA	1	\$	1,700.00	\$	1,700.00								
5.04	Fitting, 8" X 6" Reducer	EA	4	\$	2,000.00	\$	8,000.00								
5.05	Water Main Removal, 6" Diameter	LF	268	\$	22.00	\$	5,896.00								
5.06	Gate Valve, 8" Diameter	EA	4	\$	3,075.00	\$	12,300.00								
5.07	Fire Hydrant Assembly	EA	1	\$	8,580.00	\$	8,580.00								
5.08	Fire Hydrant Assembly Removal	EA	1	\$	1,050.00	\$	1,050.00								
5.09	Valve Removal	EA	2	\$	550.00	\$	1,100.00								
	STRUCTURES FOR SANITARY AND STORM SEWERS														
6.01	Manhole, SW-401, 60" Diameter, Modified, Precast	EA	2	\$	9,250.00	\$	18,500.00								
6.02	Intake, SW-505, 6'-8" X 2'-0", Modified, Precast	EA	5	\$	8,125.00	\$	40,625.00								
6.03	Intake, SW-505, 6'-8" X 2'-0", Cast-in-place	EA	1	\$	14,850.00	\$	14,850.00								
6.04	Intake, SW-506, 6'-8" X 6'-0", Modified, Cast-in-place	EA	1	\$	19,750.00	\$	19,750.00								
6.05	Manhole Adjustment, Sanitary, Minor, SELFLEVEL	EA	2	\$	2,750.00	\$	5,500.00								

6.07 Manhole Adjustment, Storm, Minor, Two-Piece EA 1 \$ 1,750.00 \$ 2,22,200.00 6.08 Intake Adjustment, Minor, Single Grate EA 6 \$ 3,700.00 \$ 2,22,200.00 6.09 Connection to Existing Manhole EA 1 \$ 5,500.00 \$ 5,000.00 6.10 Remove Intake FA 1 \$ 5,500.00 \$ 3,000.00 STREETS AND RELATED WORK 7.01 Pavement, PCC, Class C-SUD, 7* Thick SY 1,283 \$ 7,000 \$ 9,23,760.00 7.02 Pavement, PCC, Class C-SUD, 7* Thick SY 1,343 \$ 7,600 \$ 9,23,760.00 7.03 Pavement, PCC, Class C-SUD, 8* Thick SY 1,343 \$ 7,600 \$ 1,626.00 7.04 Removal of Sidewalk SY 2,343 \$ 1,500 \$ 1,650.00 7.05 Sidewalk, PCC, Class C, 4* Thick SY 1,741 \$ 1,500 \$ 1,6	6.06	Manhole Adjustment, Sanitary, Minor, Two-Piece	EA	2	\$ 2,850.00	\$ 5,700.00
Connection to Existing Manhole	6.07	Manhole Adjustment, Storm, Minor, Two-Piece	EA	1	\$ 1,750.00	\$ 1,750.00
Remove Intake	6.08	Intake Adjustment, Minor, Single Grate	EA	6	\$ 3,700.00	\$ 22,200.00
STREETS AND RELATED WORK	6.09	Connection to Existing Manhole	EA	1	\$ 5,500.00	\$ 5,500.00
Pavement, PCC, Class C-SUD, 7" Thick	6.10	Remove Intake	EA	3	\$ 1,000.00	\$ 3,000.00
7.02 Pavement, PCC, Class C-SUD, 7" Thick, Fully-Reinforced SY 392 \$ 76.50 \$ 29,988.00 7.03 Pavement, PCC, Class C-SUD, 8" Thick SY 543 \$ 76.00 \$ 41,268.00 7.04 Removal of Sidewalk SY 239 \$ 15.00 \$ 3,585.00 7.05 Removal of Driveway SY 71 \$ 15.00 \$ 1,065.00 7.06 Sidewalk, PCC, Class C, 4" Thick SY 134 \$ 55.00 \$ 7,370.00 7.07 Sidewalk, PCC, Class C, 5" Thick SY 29 \$ 65.00 \$ 1,885.00 7.08 Sidewalk, PCC, Class C, 5" Thick SY 71 \$ 75.00 \$ 5,325.00 7.09 Detectable Warnings, Galvanized Steel SF 104 \$ 50.00 \$ 5,200.00 7.10 Driveway, Paved, PCC, Class C, Type A Residential, 6" Thick SY 78 \$ 65.00 \$ 178,911.00 7.11 Full Depth Patches, PCC, Class C-SUD, 9" Thick SY 1,854 \$ 96.50 \$ 178,911.00 7.12 Subbase Over-excavation, 6" Depth SY 1,675 \$ 12.00		STREETS AND RELATED WORK				
7.03 Pavement, PCC, Class C-SUD, 8" Thick SY 543 \$ 76.00 \$ 41,268.00 7.04 Removal of Sidewalk SY 239 \$ 15.00 \$ 3,585.00 7.05 Removal of Driveway SY 71 \$ 15.00 \$ 1,065.00 7.06 Sidewalk, PCC, Class C, 4" Thick SY 134 \$ 55.00 \$ 7,370.00 7.07 Sidewalk, PCC, Class C, 5" Thick SY 29 \$ 65.00 \$ 1,885.00 7.08 Sidewalk, PCC, Class C, 6" Thick SY 71 \$ 75.00 \$ 5,325.00 7.09 Detectable Warnings, Galvanized Steel SF 104 \$ 50.00 \$ 5,200.00 7.10 Driveway, Paved, PCC, Class C, Type A Residential, 6" Thick SY 78 \$ 65.00 \$ 178,911.00 7.11 Full Depth Patches, PCC, Class C-SUD, 9" Thick SY 1,854 \$ 96.50 \$ 178,911.00 7.12 Subbase Over-excavation, 6" Depth SY 1,854 \$ 96.50 \$ 178,911.00 7.13 Pavement Removal, PCC SY 1,675 \$ 12.00 \$ 20,100.00<	7.01	Pavement, PCC, Class C-SUD, 7" Thick	SY	1,283	\$ 72.00	\$ 92,376.00
7.04 Removal of Sidewalk SY 239 \$ 15.00 \$ 3,585.00 7.05 Removal of Driveway SY 71 \$ 15.00 \$ 1,065.00 7.06 Sidewalk, PCC, Class C, 4" Thick SY 134 \$ 55.00 \$ 7,370.00 7.07 Sidewalk, PCC, Class C, 5" Thick SY 29 \$ 65.00 \$ 1,885.00 7.08 Sidewalk, PCC, Class C, 6" Thick SY 71 \$ 75.00 \$ 5,325.00 7.09 Detectable Warnings, Galvanized Steel SF 104 \$ 50.00 \$ 5,200.00 7.10 Driveway, Paved, PCC, Class C, Type A Residential, 6" Thick SY 78 \$ 65.00 \$ 178,911.00 7.11 Full Depth Patches, PCC, Class C-SUD, 9" Thick SY 1,854 \$ 96.50 \$ 178,911.00 7.12 Subbase Over-excavation, 6" Depth SY 388 \$ 15.00 \$ 20,100.00 TRAFFIC CONTROL 8.01 Painted Pavement Markings, Waterborne STA 17.7 \$ 600.00 \$ 10,620.00 8.02 Wet, Retroflective Removable Tape Markings	7.02	Pavement, PCC, Class C-SUD, 7" Thick, Fully-Reinforced	SY	392	\$ 76.50	\$ 29,988.00
7.05 Removal of Driveway SY 71 \$ 15.00 \$ 1,065.00 7.06 Sidewalk, PCC, Class C, 4" Thick SY 134 \$ 55.00 \$ 7,370.00 7.07 Sidewalk, PCC, Class C, 5" Thick SY 29 \$ 65.00 \$ 1,885.00 7.08 Sidewalk, PCC, Class C, 6" Thick SY 71 \$ 75.00 \$ 5,325.00 7.09 Detectable Warnings, Galvanized Steel SF 104 \$ 50.00 \$ 5,200.00 7.10 Driveway, Paved, PCC, Class C, Type A Residential, 6" Thick SY 78 \$ 65.00 \$ 5,070.00 7.11 Full Depth Patches, PCC, Class C-SUD, 9" Thick SY 1,854 \$ 96.50 \$ 178,911.00 7.12 Subbase Over-excavation, 6" Depth SY 388 \$ 15.00 \$ 5,820.00 7.13 Pavement Removal, PCC SY 1,675 \$ 12.00 \$ 20,100.00 8.01 Painted Pavement Markings, Waterborne STA 17.7 \$ 600.00 \$ 10,620.00 8.02 Wet, Retroflective Removable Tape Markings STA 3.8 \$ 520.00	7.03	Pavement, PCC, Class C-SUD, 8" Thick	SY	543	\$ 76.00	\$ 41,268.00
7.06 Sidewalk, PCC, Class C, 4" Thick SY 134 \$ 55.00 \$ 7,370.00 7.07 Sidewalk, PCC, Class C, 5" Thick SY 29 \$ 65.00 \$ 1,885.00 7.08 Sidewalk, PCC, Class C, 6" Thick SY 71 \$ 75.00 \$ 5,325.00 7.09 Detectable Warnings, Galvanized Steel SF 104 \$ 50.00 \$ 5,200.00 7.10 Driveway, Paved, PCC, Class C, Type A Residential, 6" Thick SY 78 \$ 65.00 \$ 5,070.00 7.11 Full Depth Patches, PCC, Class C-SUD, 9" Thick SY 1,854 \$ 96.50 \$ 178,911.00 7.12 Subbase Over-excavation, 6" Depth SY 388 \$ 15.00 \$ 20,100.00 7.13 Pavement Removal, PCC SY 1,675 \$ 12.00 \$ 20,100.00 8.01 Painted Pavement Markings, Waterborne STA 17.7 \$ 600.00 \$ 10,620.00 8.02 Wet, Retroflective Removable Tape Markings STA 3.8 \$ 520.00 \$ 1,300.00 8.03 Wet, Retroflective Removable Symbols EA 2 </td <td>7.04</td> <td>Removal of Sidewalk</td> <td>SY</td> <td>239</td> <td>\$ 15.00</td> <td>\$ 3,585.00</td>	7.04	Removal of Sidewalk	SY	239	\$ 15.00	\$ 3,585.00
7.07 Sidewalk, PCC, Class C, 5" Thick SY 29 \$ 65.00 \$ 1,885.00 7.08 Sidewalk, PCC, Class C, 6" Thick SY 71 \$ 75.00 \$ 5,325.00 7.09 Detectable Warnings, Galvanized Steel SF 104 \$ 50.00 \$ 5,200.00 7.10 Driveway, Paved, PCC, Class C, Type A Residential, 6" Thick SY 78 \$ 65.00 \$ 5,070.00 7.11 Full Depth Patches, PCC, Class C-SUD, 9" Thick SY 1,854 \$ 96.50 \$ 178.911.00 7.12 Subbase Over-excavation, 6" Depth SY 388 \$ 15.00 \$ 5,820.00 7.13 Pavement Removal, PCC SY 1,675 \$ 12.00 \$ 20,100.00 8.01 Painted Pavement Markings, Waterborne STA 17.7 \$ 600.00 \$ 10,620.00 8.02 Wet, Retroflective Removable Symbols EA 2 \$ 650.00 \$ 1,300.00 8.03 Wet, Retroflective Removable Symbols EA 2 \$ 650.00 \$ 1,300.00 8.04 Temporary Traffic Control LS 1 \$	7.05	Removal of Driveway	SY	71	\$ 15.00	\$ 1,065.00
7.08 Sidewalk, PCC, Class C, 6" Thick SY 71 \$ 75.00 \$ 5,325.00 7.09 Detectable Warnings, Galvanized Steel SF 104 \$ 50.00 \$ 5,200.00 7.10 Driveway, Paved, PCC, Class C, Type A Residential, 6" Thick SY 78 \$ 65.00 \$ 5,070.00 7.11 Full Depth Patches, PCC, Class C-SUD, 9" Thick SY 1,854 \$ 96.50 \$ 178,911.00 7.12 Subbase Over-excavation, 6" Depth SY 388 \$ 15.00 \$ 5,820.00 7.13 Pavement Removal, PCC SY 1,675 \$ 12.00 \$ 20,100.00 TRAFFIC CONTROL 8.01 Painted Pavement Markings, Waterborne STA 17.7 \$ 600.00 \$ 10,620.00 8.02 Wet, Retroflective Removable Tape Markings STA 3.8 \$ 520.00 \$ 1,976.00 8.03 Wet, Retroflective Removable Symbols EA 2 \$ 650.00 \$ 1,300.00 8.04 Temporary Traffic Control LS 1 \$ 32,750.00 \$ 7,500.00 8.05 Portable Dynamic Message Si	7.06	Sidewalk, PCC, Class C, 4" Thick	SY	134	\$ 55.00	\$ 7,370.00
Detectable Warnings, Galvanized Steel	7.07	Sidewalk, PCC, Class C, 5" Thick	SY	29	\$ 65.00	\$ 1,885.00
7.10 Driveway, Paved, PCC, Class C, Type A Residential, 6" Thick SY 78 \$ 65.00 \$ 5,070.00 7.11 Full Depth Patches, PCC, Class C-SUD, 9" Thick SY 1,854 \$ 96.50 \$ 178,911.00 7.12 Subbase Over-excavation, 6" Depth SY 388 \$ 15.00 \$ 5,820.00 7.13 Pavement Removal, PCC SY 1,675 \$ 12.00 \$ 20,100.00 TRAFFIC CONTROL 8.01 Painted Pavement Markings, Waterborne STA 17.7 \$ 600.00 \$ 10,620.00 8.02 Wet, Retroflective Removable Tape Markings STA 3.8 \$ 520.00 \$ 1,976.00 8.03 Wet, Retroflective Removable Symbols EA 2 \$ 650.00 \$ 1,300.00 8.04 Temporary Traffic Control LS 1 \$ 32,750.00 \$ 32,750.00 8.05 Portable Dynamic Message Sign (PDMS) CDAY 30 \$ 250.00 \$ 7,500.00 8.06 Remove and Reinstall Traffic Signs EA 1 \$ 1,000.00 \$ 1,000.00 SITE WORK AND LANDSCAPING	7.08	Sidewalk, PCC, Class C, 6" Thick	SY	71	\$ 75.00	\$ 5,325.00
7.11 Full Depth Patches, PCC, Class C-SUD, 9" Thick SY 1,854 \$ 96.50 \$ 178,911.00 7.12 Subbase Over-excavation, 6" Depth SY 388 \$ 15.00 \$ 5,820.00 7.13 Pavement Removal, PCC SY 1,675 \$ 12.00 \$ 20,100.00 TRAFFIC CONTROL 8.01 Painted Pavement Markings, Waterborne STA 17.7 \$ 600.00 \$ 10,620.00 8.02 Wet, Retroflective Removable Tape Markings STA 3.8 \$ 520.00 \$ 1,976.00 8.03 Wet, Retroflective Removable Symbols EA 2 \$ 650.00 \$ 1,300.00 8.04 Temporary Traffic Control LS 1 \$ 32,750.00 \$ 32,750.00 8.05 Portable Dynamic Message Sign (PDMS) CDAY 30 \$ 250.00 \$ 7,500.00 8.06 Remove and Reinstall Traffic Signs EA 1 \$ 1,000.00 \$ 1,000.00 SITE WORK AND LANDSCAPING 9.01 Erosion Control Mulching, Hydromulching, BFM with Temporary Seeding AC 0.3 \$ 6,250.00 \$ 1,	7.09	Detectable Warnings, Galvanized Steel	SF	104	\$ 50.00	\$ 5,200.00
7.12 Subbase Over-excavation, 6" Depth SY 388 \$ 15.00 \$ 5,820.00 7.13 Pavement Removal, PCC SY 1,675 \$ 12.00 \$ 20,100.00 TRAFFIC CONTROL 8.01 Painted Pavement Markings, Waterborne STA 17.7 \$ 600.00 \$ 10,620.00 8.02 Wet, Retroflective Removable Tape Markings STA 3.8 \$ 520.00 \$ 1,976.00 8.03 Wet, Retroflective Removable Symbols EA 2 \$ 650.00 \$ 1,300.00 8.04 Temporary Traffic Control LS 1 \$ 32,750.00 \$ 32,750.00 8.05 Portable Dynamic Message Sign (PDMS) CDAY 30 \$ 250.00 \$ 7,500.00 8.06 Remove and Reinstall Traffic Signs EA 1 \$ 1,000.00 \$ 1,000.00 SITE WORK AND LANDSCAPING 9.01 Erosion Control Mulching, Hydromulching, BFM with Temporary Seeding AC 0.3 \$ 6,250.00 \$ 1,875.00 9.02 Inlet Protection Device, Surface-applied EA 20 \$ 150.00 \$ 3,000.00 <td>7.10</td> <td>Driveway, Paved, PCC, Class C, Type A Residential, 6" Thick</td> <td>SY</td> <td>78</td> <td>\$ 65.00</td> <td>\$ 5,070.00</td>	7.10	Driveway, Paved, PCC, Class C, Type A Residential, 6" Thick	SY	78	\$ 65.00	\$ 5,070.00
7.13 Pavement Removal, PCC SY 1,675 \$ 12.00 \$ 20,100.00 TRAFFIC CONTROL 8.01 Painted Pavement Markings, Waterborne STA 17.7 \$ 600.00 \$ 10,620.00 8.02 Wet, Retroflective Removable Tape Markings STA 3.8 \$ 520.00 \$ 1,976.00 8.03 Wet, Retroflective Removable Symbols EA 2 \$ 650.00 \$ 1,300.00 8.04 Temporary Traffic Control LS 1 \$ 32,750.00 \$ 32,750.00 8.05 Portable Dynamic Message Sign (PDMS) CDAY 30 \$ 250.00 \$ 7,500.00 8.06 Remove and Reinstall Traffic Signs EA 1 \$ 1,000.00 \$ 1,000.00 SITE WORK AND LANDSCAPING 9.01 Erosion Control Mulching, Hydromulching, BFM with Temporary Seeding AC 0.3 \$ 6,250.00 \$ 1,875.00 9.02 Inlet Protection Device, Surface-applied EA 20 \$ 150.00 \$ 3,000.00 9.03 Inlet Protection Device, Drop-in EA 20 \$ 225.00 \$ 4,500.00	7.11	Full Depth Patches, PCC, Class C-SUD, 9" Thick	SY	1,854	\$ 96.50	\$ 178,911.00
TRAFFIC CONTROL	7.12	Subbase Over-excavation, 6" Depth	SY	388	\$ 15.00	\$ 5,820.00
8.01 Painted Pavement Markings, Waterborne STA 17.7 \$ 600.00 \$ 10,620.00 8.02 Wet, Retroflective Removable Tape Markings STA 3.8 \$ 520.00 \$ 1,976.00 8.03 Wet, Retroflective Removable Symbols EA 2 \$ 650.00 \$ 1,300.00 8.04 Temporary Traffic Control LS 1 \$ 32,750.00 \$ 32,750.00 8.05 Portable Dynamic Message Sign (PDMS) CDAY 30 \$ 250.00 \$ 7,500.00 8.06 Remove and Reinstall Traffic Signs EA 1 \$ 1,000.00 \$ 1,000.00 SITE WORK AND LANDSCAPING 9.01 Erosion Control Mulching, Hydromulching, BFM with Temporary Seeding AC 0.3 \$ 6,250.00 \$ 1,875.00 9.02 Inlet Protection Device, Surface-applied EA 20 \$ 150.00 \$ 3,000.00 9.03 Inlet Protection Device, Drop-in EA 20 \$ 225.00 \$ 4,500.00	7.13	Pavement Removal, PCC	SY	1,675	\$ 12.00	\$ 20,100.00
8.02 Wet, Retroflective Removable Tape Markings STA 3.8 \$ 520.00 \$ 1,976.00 8.03 Wet, Retroflective Removable Symbols EA 2 \$ 650.00 \$ 1,300.00 8.04 Temporary Traffic Control LS 1 \$ 32,750.00 \$ 32,750.00 8.05 Portable Dynamic Message Sign (PDMS) CDAY 30 \$ 250.00 \$ 7,500.00 8.06 Remove and Reinstall Traffic Signs EA 1 \$ 1,000.00 \$ 1,000.00 SITE WORK AND LANDSCAPING 9.01 Erosion Control Mulching, Hydromulching, BFM with Temporary Seeding AC 0.3 \$ 6,250.00 \$ 1,875.00 9.02 Inlet Protection Device, Surface-applied EA 20 \$ 150.00 \$ 3,000.00 9.03 Inlet Protection Device, Drop-in EA 20 \$ 225.00 \$ 4,500.00		TRAFFIC CONTROL				
8.03 Wet, Retroflective Removable Symbols EA 2 \$ 650.00 \$ 1,300.00 8.04 Temporary Traffic Control LS 1 \$ 32,750.00 \$ 32,750.00 8.05 Portable Dynamic Message Sign (PDMS) CDAY 30 \$ 250.00 \$ 7,500.00 8.06 Remove and Reinstall Traffic Signs EA 1 \$ 1,000.00 \$ 1,000.00 SITE WORK AND LANDSCAPING 9.01 Erosion Control Mulching, Hydromulching, BFM with Temporary Seeding AC 0.3 \$ 6,250.00 \$ 1,875.00 9.02 Inlet Protection Device, Surface-applied EA 20 \$ 150.00 \$ 3,000.00 9.03 Inlet Protection Device, Drop-in EA 20 \$ 225.00 \$ 4,500.00	8.01	Painted Pavement Markings, Waterborne	STA	17.7	\$ 600.00	\$ 10,620.00
8.04 Temporary Traffic Control LS 1 \$ 32,750.00 \$ 32,750.00 8.05 Portable Dynamic Message Sign (PDMS) CDAY 30 \$ 250.00 \$ 7,500.00 8.06 Remove and Reinstall Traffic Signs EA 1 \$ 1,000.00 \$ 1,000.00 SITE WORK AND LANDSCAPING 9.01 Erosion Control Mulching, Hydromulching, BFM with Temporary Seeding AC 0.3 \$ 6,250.00 \$ 1,875.00 9.02 Inlet Protection Device, Surface-applied EA 20 \$ 150.00 \$ 3,000.00 9.03 Inlet Protection Device, Drop-in EA 20 \$ 225.00 \$ 4,500.00	8.02	Wet, Retroflective Removable Tape Markings	STA	3.8	\$ 520.00	\$ 1,976.00
8.05 Portable Dynamic Message Sign (PDMS) CDAY 30 \$ 250.00 \$ 7,500.00 8.06 Remove and Reinstall Traffic Signs EA 1 \$ 1,000.00 \$ 1,000.00 SITE WORK AND LANDSCAPING 9.01 Erosion Control Mulching, Hydromulching, BFM with Temporary Seeding AC 0.3 \$ 6,250.00 \$ 1,875.00 9.02 Inlet Protection Device, Surface-applied EA 20 \$ 150.00 \$ 3,000.00 9.03 Inlet Protection Device, Drop-in EA 20 \$ 225.00 \$ 4,500.00	8.03	Wet, Retroflective Removable Symbols	EA	2	\$ 650.00	\$ 1,300.00
8.06 Remove and Reinstall Traffic Signs EA 1 \$ 1,000.00 \$ 1,000.00 SITE WORK AND LANDSCAPING 9.01 Erosion Control Mulching, Hydromulching, BFM with Temporary Seeding AC 0.3 \$ 6,250.00 \$ 1,875.00 9.02 Inlet Protection Device, Surface-applied EA 20 \$ 150.00 \$ 3,000.00 9.03 Inlet Protection Device, Drop-in EA 20 \$ 225.00 \$ 4,500.00	8.04	Temporary Traffic Control	LS	1	\$ 32,750.00	\$ 32,750.00
SITE WORK AND LANDSCAPING 9.01 Erosion Control Mulching, Hydromulching, BFM with Temporary Seeding 9.02 Inlet Protection Device, Surface-applied EA 20 \$ 150.00 \$ 3,000.00 9.03 Inlet Protection Device, Drop-in EA 20 \$ 225.00 \$ 4,500.00	8.05	Portable Dynamic Message Sign (PDMS)	CDAY	30	\$ 250.00	\$ 7,500.00
9.01 Erosion Control Mulching, Hydromulching, BFM with Temporary Seeding 9.02 Inlet Protection Device, Surface-applied EA 20 \$ 150.00 \$ 3,000.00 9.03 Inlet Protection Device, Drop-in EA 20 \$ 225.00 \$ 4,500.00	8.06	Remove and Reinstall Traffic Signs	EA	1	\$ 1,000.00	\$ 1,000.00
9.01 Temporary Seeding AC 0.3 \$ 6,250.00 \$ 1,875.00 9.02 Inlet Protection Device, Surface-applied EA 20 \$ 150.00 \$ 3,000.00 9.03 Inlet Protection Device, Drop-in EA 20 \$ 225.00 \$ 4,500.00		SITE WORK AND LANDSCAPING				
9.03 Inlet Protection Device, Drop-in EA 20 \$ 225.00 \$ 4,500.00	9.01		AC	0.3	\$ 6,250.00	\$ 1,875.00
	9.02	Inlet Protection Device, Surface-applied	EA	20	\$ 150.00	\$ 3,000.00
9.04 Inlet Protection Device, Maintenance EA 40 \$ 25.00 \$ 1,000.00	9.03	Inlet Protection Device, Drop-in	EA	20	\$ 225.00	\$ 4,500.00
	9.04	Inlet Protection Device, Maintenance	EA	40	\$ 25.00	\$ 1,000.00

	MISCELLANEOUS				
11.01	Mobilization	LS	1	\$ 44,000.00	\$ 44,000.00
11.02	Maintenance of Postal Service	LS	1	\$ 1,500.00	\$ 1,500.00
11.03	Maintenance of Solid Waste Collection	LS	1	\$ 1,500.00	\$ 1,500.00
11.04	Temporary Pedestrian Ramp	EA	4	\$ 1,000.00	\$ 4,000.00
11.05	Concrete Washout	LS	1	\$ 5,000.00	\$ 5,000.00

TOTAL CONTRACT AMOUNT =

\$ 789,727.00

CT-8

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we,	TK Concrete, Inc.	_, as Principal (hereinafter the "Contractor" or "Principal")
and	Old Republic Surety Company	, as Surety, are held and firmly bound unto the City of
Ankeny,	Iowa, as Obligee, (hereinafter referred	to as the "Jurisdiction"), and to all persons who may be
injured by	y any breach of any of the conditions of	f this Bond in the penal sum of Seven Hundred Eighty-
Nine Tho	usand, Seven Hundred Twenty-Seven a	and 00/100 DOLLARS (\$789,727.00), lawful money of the
		ell and truly to be made, we bind ourselves, our heirs, legal
represent	atives, and assigns, jointly or severally,	firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Jurisdiction, bearing date the 1^{st} day of April, 2024, (hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvement:

2024 PCC STREET PATCHING PROGRAM

The 2024 PCC Street Patching Program project includes the full depth removal and replacement of PCC street pavement at three (3) separate locations, generally located on:

- Site 1 NW 4th Street and NW Arlan Drive intersection (7" pavement),
- Site 2 SW Prairie Trail Parkway and SW Abilene Road intersection (8" pavement), and
- Site 3 NW State Street between West First Street and NW Prairie Ridge Drive (9" patches)

The construction improvements include approximately 1,850 SY of 9" thick PCC Class C-SUD full depth patches, 550 SY of 8" thick PCC Class C-SUD street pavement, 1,275 SY of 7" thick PCC Class C-SUD street pavement, 400 SY of 7" thick PCC Class C-SUD fully reinforced street pavement, 300 LF of storm sewer, and 275 LF of water main. Other associated improvements include sidewalk and pedestrian ramp removal and replacement, installation of new intake structures, minor adjustments to sanitary and storm sewer structures, partial rebuild of an existing intake, temporary traffic control, maintenance of postal service and solid waste collection, temporary surface restoration, mobilization, and miscellaneous associated work necessary to complete the project.

A truss screed shall be utilized on all patches greater than or equal to three panels in length.

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

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

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

- 2. PAYMENT: The Contractor and the Surety on this Bond are hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the Jurisdiction is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.
- 3. MAINTENANCE: The Contractor and the Surety on this Bond hereby agree, at their own expense:
 - A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of **four (4)** years from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;
 - B. To keep all work in continuous good repair; and
 - C. To pay the Jurisdiction's reasonable costs of monitoring and inspecting to assure that any defects are remedied, and to repair the Jurisdiction all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.
- 4. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:
 - A. To consent without notice to any extension of time to the Contractor in which to perform the Contract:
 - B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than 20% of the total contract price, and that this Bond shall then be released as to such excess increase; and
 - C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.
 - D. That no provision of this Bond or of any other contract shall be valid which limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.

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

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

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

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

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

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

Witness our hands, in triplicate, this1st	day of	April	, 20 <u>24</u> .
PRINCIPAL:	su	VRETY:	
By Signature Pesident Title	By	Surety Company Signature Attorne Zachary Matte Printed Name of A	y-in-Fact Officer
		Zip Bonds, LLC	3
	S	Company Name	
	-	3737 Woodland Company Address	d Ave. Suite 505
		West Des Moir City, State, Zip Co	
		888-435-4191	
):	Company Telepho	ne Number

NOTE:

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

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and RYAN O. SWALVE, ZACHARY MEFFERD, ZACHARY MATTER, appoint:

HAVILAH WATSON of WEST DES MOINES, IA

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

ALL WRITTEN INSTRUMENTS

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

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD

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

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

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant
- when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be
- when duly executed and sealed (If a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the

signature and seat when so used shall have the same force a	and effect as though manually affixed.	and such
IN WITNESS WHEREOF, OLD REPUBLIC SURETY COM affixed this 29th day of Septemb	PANY has caused these presents to be sig	ned by its proper officer, and its corporate seal to be
Assistant Secreta Fur State of WISCONSIN, COUNTY OF WAUKESHA - SS	CORPORATE CALLED TOBE	OLD REPUBLIC SURETY COMPANY Ma Mulic President
On this 29th day of September and Karen J Haffner who executed the above instrument, and they each acknowledge they are the said officers of the corporation aforesaid, and that the and their signatures as such officers were duly affixed and subscri	to me known to be the individuals and the execution of the same, and being by	officers of the OLD REPUBLIC SURETY COMPANY of me duly sworn, did severally denote and actually
		/



Hother K. Lease My Commission Expires: September 28, 2026

CERTIFICATE (Expiration of notary's commission does not invalidate this instrument) I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Signed and sealed at the City of Brookfield, WI this ______ day of ______ day of ______ Assistant Sec

40-0605

SEAL

ORSC 22262 (3-06)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/27/2024

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

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

PRODUCER AssuredPartners Great Plains, LL 4200 University Ave., Suite 200	С	CONTACT NAME: Nick Ford PHONE (A/C, No, Ext): 515-453-9357 FAX (A/C, No): 515-453-9357						
West Des Moines IA 50266-5945		E-MAIL ADDRESS: nick.ford@assuredpartners.com						
		INSURER(S) AFFORDING COVERAGE		NAIC#				
	License#: 1001000272	INSURER A: Middlesex Insurance Company		23434				
INSURED	TKCONCR-01	INSURER B:						
TK Concrete Inc 1608 Fifield Road		INSURER C:						
Pella IA 50219		INSURER D:						
		INSURER E:						
		INSURER F:						
001/504050	0=D=1=10.4== NULLD=D 0=4000044							

COVERAGES CERTIFICATE NUMBER: 851930341 REVISION NUMBER:

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

INSR	COLOGICINO AND CONDITIONS OF SOOT	ADDL SUB		POLICY EFF	POLICY EXP		
LTR	TYPE OF INSURANCE	INSD WVE	POLICY NUMBER	(MM/DD/YYYY)	(MM/DD/YYYY)	LIMIT	S
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR	Y	A0177539	9/1/2023	9/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000 \$ 500,000
	CLAINIS-INIADE OCCOR					MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$3,000,000
	POLICY X PRO- X LOC					PRODUCTS - COMP/OP AGG	\$ 2,000,000
	OTHER:						\$
Α	AUTOMOBILE LIABILITY		A0177539	9/1/2023	9/1/2024	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	X ANY AUTO					BODILY INJURY (Per person)	\$
	OWNED SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	X HIRED X NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
							\$
Α	X UMBRELLA LIAB X OCCUR		A0177539	9/1/2023	9/1/2024	EACH OCCURRENCE	\$7,000,000
	EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$7,000,000
	DED RETENTION\$						\$
Α	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		A0177539	9/1/2023	9/1/2024	X PER OTH- STATUTE ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A				E.L. EACH ACCIDENT	\$ 1,000,000
	(Mandatory in NH)					E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: 2024 PCC STREET PATCHING PROGRAM

Certificate holder is an Additional Insured - Any Person or Organization you are Performing Work For; Lessor of Leased Equipment; Lessor or Leased Land; Managers or Lessors or Premises; Owners, Lessees or Contractors; State or Political Subdivisions; when required in a written contract, agreement or permit on a primary and non-contributory basis with respects to the General Liability policy per form CG7021 (06/18)

CERTIFICATE HOLDER	CANCELLATION
City of Ankeny	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
1210 NW Prairie Ridge DR Ankeny IA 50023-1564	AUTHORIZED REPRESENTATIVE



ANKENY CITY COUNCIL

City Council Agenda

April 1, 2024 5:30 PM

Mark Holm, Mayor Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:
City Clerk
Upgrade Essential Infrastructure

ACTION REQUESTED:
Resolution

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:

EXECUTIVE SUMMARY:

The 2024 PCC Pavement Preservation Program – Crack and Joint Filling project includes the following:

Proposed 2024 PCC Pavement Preservation Program - Crack & Joint Filling (PH 2024-21)

- \bullet Site 1 Full depth PCC patching and intake adjustments within the Georgetown, Ashland Meadows, and Prairie Ridge Estates neighborhoods.
- Site 2 Cleaning and filling of cracks and joints in PCC street pavement within the Georgetown, Ashland Meadows, and Prairie Ridge Estates neighborhoods.
- Site 3 Cleaning and filling of cracks and joints in PCC street pavement on NW Georgetown Boulevard from just east of NW Ash Drive to just west of the Veridian Credit Union driveway.

The construction improvements include the cleaning and filling of approximately 81,000 LF of longitudinal joints, 63,000 LF of transverse joints, and 6,000 LF of miscellaneous cracks, full depth patching of approximately 500 SY of 7" thick PCC Class C-SUD pavement, one major adjustment to an intake, and five minor adjustments to intakes. Other associated improvements include temporary traffic control, temporary surface restoration, mobilization, and miscellaneous associated work necessary to complete the project.

The bid opening for this project was held on Tuesday, March 26, 2024. Three (3) bids were received as follows:

- 1. Iowa Civil Contracting, Inc. \$492,635.80
- 2. Iowa Contracting, Inc. \$541,613.90
- 3. Scodeller Construction, Inc. \$570,066.58

The Engineer's Estimate for the project was \$415,578.00. The bids ranged from approximately 18% above to 37% above the estimate. Iowa Civil Contracting has completed similar projects for the City of Ankeny in the past and they have the technical experience to complete this project. The Public Works Department recommends awarding the 2024 PCC Pavement Preservation Program – Crack and Joint Filling project to Iowa Civil Contracting, Inc. of Victor, Iowa.

Pending project approval and award by the City Council, the contractor will be required to start work on Site 1 no earlier than April 15, 2024 and no later than May 13, 2024. Site 2 shall begin upon full completion of Site 1 but no later than July 8, 2024. Site 3 shall begin no earlier than May 28, 2024 and no later than July 29, 2024. The contractor will have 20 Working Days to fully complete Site 1, until November 1, 2024 to fully complete Site 2, and 10 Working Days to fully complete Site 3.

FISCAL IMPACT: No

This project is included in the City's current Capital Improvement Program with construction scheduled for 2024.

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the Council take the following action:

- 1. Hold a hearing on the proposed Contract Documents (plans, specifications, and form of contract), and estimate of cost (\$415,578.00).
- 2. Approve Resolution, adopting said plans, specifications, form of contract, and estimated cost for the 2024 PCC Pavement Preservation Program Crack and Joint Filling project.
- 3. Receive and file the report of bids received on March 26, 2024.
- 4. Approve Resolution, making award of construction contract to Iowa Civil Contracting, Inc. of Victor, Iowa.

5. Approve Resolution, approving contract and bonds with Iowa Civil Contracting, Inc. in the amount of \$492,635.80.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

March 4, 2024: The City Council approved a Resolution ordering construction and setting the bid opening date as March 26, 2024, and setting the public hearing date as April 1, 2024.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to adopt 1) RESOLUTION adopting plans, specifications, form of contract and estimate of cost \$415,578.00; 2) receive and file report of bids received March 26, 2024; 3) adopt RESOLUTION making award of construction contract with Iowa Civil Contracting, Inc. in the amount of \$492,635.80; and 4) adopt RESOLUTION approving contract and bonds with Iowa Civil Contracting, Inc. in the amount of \$492,635.80.

ADDITIONAL INFORMATION:

ATTACHMENTS:

ATTACHWENTS.	
Click to download	
□ RES - plans, specs	
□ <u>Bid Sheet</u>	
□ <u>Bid Tab</u>	
☐ RES - making award	
☐ RES - approving contract	
□ Location Map	
□ Contract	

Council Michigel	mudadeed the ronown	.5 Resolution entitled
"RESOLUTION ADOP"	TING PLANS, SPECIFICATIONS, FORM OF	CONTRACT AND
ESTIMATE OF COST	FOR THE 2024 PCC PAVEMENT PRESERVA	TION PROGRAM -
CRACK AND JOINT I	FILLING", and moved that the same be adopte	d. Council Member
	seconded the motion to adopt. The roll was called	l, and the vote was:
AYES: _		
NAYS: _		<u></u>

introduced the following Resolution entitled

Whereupon, the Mayor declared the following Resolution duly adopted:

Council Member

RESOLUTION

RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE 2024 PCC PAVEMENT PRESERVATION PROGRAM – CRACK AND JOINT FILLING

WHEREAS, on the <u>4th</u> day of <u>March</u>, 2024, plans, specifications, form of contract and estimate of cost were filed with the Clerk for the construction of certain public improvements described in general as the 2024 PCC Pavement Preservation Program – Crack and Joint Filling; and

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

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

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

PASSED AND APPROVED this 1st day of April, 2024.

	Mayor	
ATTEST:		
City Clerk		



REC'D & FILED BY CITY COUNCIL 4-1-24

BID LETTING

10:30 A.M.

MARCH 26, 2024

2024 PCC PAVEMENT PRESERVATION PROGRAM - CRACK & JOINT FILLING

The purpose of this meeting is to receive, open and tabulate bids for construction of the 2024 PCC Pavement Preservation Program – Crack & Joint Filling project in accordance with the Plans and Specifications prepared by City of Ankeny Public Works.

Amy Quartell, City Engineer

		Project Estimate of Cost \$_41	5,578.00	
	Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (none) Acknowledged
		Scodeller Construction, Inc 51722 Grand River Wixorn, MI 48393	\$570,066, ⁵⁸	
*	2)	lowa Civil Contracting, Inc. 1106 3rd St. Victor, IA 52347	\$ 492.635.80	
	3)	lowa Contracting 13435 Summerser Road Indianola, IA Soirs	\$541,613.90	
	4)		*	
	5)			<u> </u>
	6)			

^{*}Apparent Low Bidder

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

Bids will be reviewed and further action taken by the City Council at their next regular meeting of April 1, 2024 at 5:30 P.M.

ATTEST:

Amy Quartell, City Engineer

Diane Klemme, Deputy City Clerk

^{*}Apparent Low Bidder

Bid Tabulation

2024 PCC Pavement Preservation Program - Crack and Joint Filling

Georgetown, Ashland Meadows, and Prairie Ridge Estates Neighborhoods
March 26, 2024

	March 26, 2024																		
					Engineer's Estimate		Io	Iowa Civil Contracting, Inc.		Iowa Contracting, Inc.		Scodeller Construction, Inc.							
Item No.	SUDAS No.	Item	Unit	Total	Unit Price	Total Price	Total	Unit Price	Total Price	Total	Unit Price	Total Price	Total	Unit Price	Total Price	Total	Unit Price	Total Price	
		STRUCTURES FOR SANITARY AND STORM SEWERS																	
6.01	6010-E-2	Intake Adjustment, Minor, Single Grate	EA	3	\$ 2,000.00	\$ 6,000.00	3	\$ 3,500.00	\$ 10,500.00	3	\$ 1,200.00	\$ 3,600.00	3	\$ 2,500.00	\$ 7,500.00	3		\$ -]
6.02	6010-E-2	Intake Adjustment, Minor, Double Grate	EA	2	\$ 4,000.00	\$ 8,000.00	2	\$ 4,000.00	\$ 8,000.00	2	\$ 2,400.00	\$ 4,800.00	2	\$ 3,000.00	\$ 6,000.00	2		\$ -]
6.03	6010-F-2	Intake Adjustment, Major, Single Grate	EA	1	\$ 4,000.00	\$ 4,000.00	1	\$ 7,500.00	\$ 7,500.00	1	\$ 6,400.00	\$ 6,400.00	1	\$ 6,000.00	\$ 6,000.00	1		\$ -]
		STREETS AND RELATED WORK																	
7.01	7040-A	Full Depth Patches, PCC, Class C-SUD, 7" Thick	SY	507	\$ 110.00	\$ 55,770.00	507	\$ 161.00	\$ 81,627.00	507	\$ 125.00	\$ 63,375.00	507	\$ 145.00	\$ 73,515.00	507		\$ -	
7.02	7040-В	Subbase Over-excavation, 6" Depth	SY	125	\$ 40.00	\$ 5,000.00	125	\$ 26.36	\$ 3,295.00	125	\$ 20.00	\$ 2,500.00	125	\$ 25.00	\$ 3,125.00	125		\$ -	
7.03	7040-D	Crack and Joint Cleaning and Filling, Hot Pour	LF	150,154	\$ 2.00	\$ 300,308.00	150,154	\$ 2.20	\$ 330,338.80	150,154	\$ 2.85	\$ 427,938.90	150,154	\$ 2.77	\$ 415,926.58	150,154		\$ -	
		TRAFFIC CONTROL																	
8.01	8030-A	Temporary Traffic Control	LS	1	\$ 5,000.00	\$ 5,000.00	1	\$ 9,500.00	\$ 9,500.00	1	\$ 12,500.00	\$ 12,500.00	1	\$ 13,500.00	\$ 13,500.00	1		\$ -	
8.02	8030-999-X	Portable Dynamic Message Sign (PDMS)	CDAY	20	\$ 150.00	\$ 3,000.00	20	\$ 137.50	\$ 2,750.00	20	\$ 175.00	\$ 3,500.00	20	\$ 250.00	\$ 5,000.00	20		\$ -	1
		SITE WORK AND LANDSCAPING																	
9.01	9010-Q-2	Erosion Control Mulching, Hydromulching, BFM with Temporary Seeding	AC	0.05	\$ 20,000.00	\$ 1,000.00	0.05	\$ 82,500.00	\$ 4,125.00	0.05	\$ 10,000.00	\$ 500.00	0.05	\$ 30,000.00	\$ 1,500.00	0.05		\$ -	
		MISCELLANEOUS																	

30,000.00

5,000.00 \$

30,000.00

5,000.00

\$ 492,635.80

15,000.00 \$

1,500.00 \$

15,000.00

1,500.00

\$ 541,613.90

35,000.00 \$

3,000.00 \$

35,000.00

\$ 570,066.58

3,000.00

11,020-A

11,050-A

11.02

Mobilization

Concrete Washout

LS

LS

TOTAL AMOUNT BID =

25,000.00

2,500.00 \$

25,000.00

2,500.00

\$ 415,578.00

Council Member	introduced the following Resolu	tion entitled
	AWARD OF CONSTRUCTION CONTRACT FOR THE	
PAVEMENT PRESERVAT	ΓΙΟΝ PROGRAM – CRACK AND JOINT FILLING", ar	nd moved:
that the Resolution	i be adopted.	
☐ ADJOURN to per	mit the Engineer to review and make recommendation of	on said bids.
therefore defer ac	etion on the Resolution to the meeting to be held at, 2024, at this place.	
Council Member	seconded the motion to adopt.	The roll was
called, and the vote was:	soloned in motion to adopt	1110 1011 ((41)
AYES:		
NAYS:		
Whereupon, the May	yor declared the following Resolution duly adopted:	
	RESOLUTION	
RESOLUTIO	ON MAKING AWARD OF CONSTRUCTION	
CONTRACT		
PRESERVA	TION PROGRAM – CRACK AND JOINT FILLING	
BE IT RESOLVED I	BY THE CITY COUNCIL OF THE CITY OF ANKENY,	, STATE OF
IOWA.		
	following bid for the construction of certain public in	
<u> </u>	2024 PCC Pavement Preservation Program – Crack and J	•
	specifications heretofore adopted by this Council on April same being the lowest responsive, responsible bid received.	
work, as follows:	same being the lowest responsive, responsible but recer-	ved for such
Contractor:	Iowa Civil Contracting, Inc of Victor, Iowa	
Amount of bid:	\$492,635.80	
Doution of mai-	All construction yearly	
Portion of project:	All construction work	

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

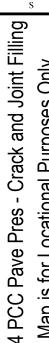
PASSED AND APPROVED this 1st day of April, 2024.

	Mayor	
ATTEST:		
City Clerk		

"RESOLUTION APPROVI PCC PAVEMENT PRESE	introduced the following Resolution entitled NG CONSTRUCTION CONTRACT AND BOND FOR THE 2024 RVATION PROGRAM – CRACK AND JOINT FILLING", and sil Member seconded the motion to adopt vote was:
AYES:	
NAYS:	
Whereupon, the May	or declared the following Resolution duly adopted:
	RESOLUTION
AND BOY	ON APPROVING CONSTRUCTION CONTRACT ND FOR THE 2024 PCC PAVEMENT ΓΙΟΝ PROGRAM – CRACK AND JOINT FILLING
BE IT RESOLVED I IOWA:	BY THE CITY COUNCIL OF THE CITY OF ANKENY, STATE OF
construction of certain pub Preservation Program – Cr specifications heretofore app	on contract and bond executed and insurance coverage for the lic improvements described in general as the 2024 PCC Pavement ack and Joint Filling, and as described in detail in the plans and proved, and which have been signed by the Mayor and Clerk on behalf are hereby approved as follows:
Contractor:	Iowa Civil Contracting, Inc. of Victor, iowa
Amount of bid:	\$492,635.80
Bond surety:	
Date of bond:	
Portion of project:	All construction work

PASSED AND APPROVED this $\underline{\mathbf{1^{st}}}$ day of $\underline{\mathbf{April}}$, 2024.

	Mayor	
ATTEST:		





kenv

PUBLIC WORKS
DEPARTMENT
----ENGINEERING
DIVISION

in = 800 ft

Date: 2/26/2024

CONTRACT

THIS CONTRACT, made and entered into at Ankeny, Iowa this 1st day of April, 2024, by and between the City of Ankeny, Iowa by its Mayor, upon order of its City Council hereinafter called the "Jurisdiction," and Iowa Civil Contracting, Inc., hereinafter called the "Contractor."

WITNESSETH:

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

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

2024 PCC PAVEMENT PRESERVATION PROGRAM – CRACK AND JOINT FILLING

The 2024 PCC Pavement Preservation Program - Crack and Joint Filling project includes the following:

- Site 1 Full depth PCC patching and intake adjustments within the Georgetown, Ashland Meadows, and Prairie Ridge Estates neighborhoods.
- Site 2 Cleaning and filling of cracks and joints in PCC street pavement within the Georgetown, Ashland Meadows, and Prairie Ridge Estates neighborhoods.
- Site 3 Cleaning and filling of cracks and joints in PCC street pavement on NW Georgetown Boulevard from just east of NW Ash Drive to just west of the Veridian Credit Union driveway.

The construction improvements include the cleaning and filling of approximately 81,000 LF of longitudinal joints, 63,000 LF of transverse joints, and 6,000 LF of miscellaneous cracks, full depth patching of approximately 500 SY of 7" thick PCC Class C-SUD pavement, one major adjustment to an intake, and five minor adjustments to intakes. Other associated improvements include temporary traffic control, temporary surface restoration, mobilization, and miscellaneous associated work necessary to complete the project.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of Four Hundred Ninety-Two Thousand, Six Hundred Thirty-Five and 80/100 DOLLARS (\$492,635.80), which amount shall constitute the required amount of the Performance, Payment, and Maintenance Bond. The Contractor hereby agrees to commence work under this Contract on or before a date to be specified in a written Notice to Proceed by the Jurisdiction; and to complete the project as described in the Notice to Bidders and Notice of Public Hearing as noted below:

The Contractor shall fully complete the improvements for Site 1 within twenty (20) working days. Full completion for Site 1 shall be defined as all Site 1 work including punch list items completed, and all improvements ready for final acceptance. Should the Contractor fail to fully complete the work in this timeframe, liquidated damages of Five Hundred Dollars (\$500.00) per calendar day will be assessed for Site 1 work not fully completed within the designated Contract term(s).

The Contractor shall fully complete the improvements for Site 2 no later than November 1, 2024. Full completion for Site 2 shall be defined as all Site 2 work including punch list items completed, and all improvements ready for final acceptance. Should the Contractor fail to fully complete the work in this timeframe, liquidated damages of Five Hundred Dollars (\$500.00) per calendar day will be assessed for Site 2 work not fully completed within the designated Contract term(s).

The Contractor shall fully complete the improvements for Site 3 within ten (10) working days. Full completion for Site 3 shall be defined as all Site 1 work including punch list items completed, and all improvements ready for final acceptance. Should the Contractor fail to fully complete the work in this timeframe, liquidated damages of Five Hundred Dollars (\$500.00) per calendar day will be assessed for Site 3 work not fully completed within the designated Contract term(s).

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

JURISDICTION:	CONTRACTOR:
Ву	lowa Civil Contracting, Inc.
Mark E. Holm, Mayor	Contractor
(Seal)	By Mach Khinelast
ATTEST:	Signature
	Vice President
Michelle Yuska, City Clerk	Title
	1106 3rd Street
	Street Address
	Victor, IA 52347
	City, State, Zip Code
	319-647-3561
	Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

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

2. Out-of-State Contractors:

- A. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of five thousand dollars in value in Iowa, shall file a bond with the Division of Labor Services of the Iowa Department of Workforce Development. It is the contractor's responsibility to comply with said Section 91C.7 before commencing this work.
- B. Prior to entering into contract, the designated low bidder, if it is a corporation organized under the laws of a state other than Iowa, shall file with the Engineer a certificate from the Secretary of the State of Iowa showing that it has complied with all the provisions of Chapter 490 of the Iowa Code, or as amended, governing foreign corporations.

NOTE:

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

CORPORATE ACKNOWLEDGMENT State of Iowa Poweshiek On this 27th day of March , 20 24, before me, the undersigned, a Notary Public in and for the State of <u>lowa</u>, personally appeared <u>Mark Rhinehart</u> and ____, to me known, who, being by me duly sworn, did say that they Vice President ,-and ____, respectively, of the are the corporation executing the foregoing instrument; that (no seal has been procured by) (the seal affixed thereto is the seal of) the corporation; that said instrument was signed (and sealed) on behalf of the corporation by authority of this Board of Directors; that Mark Rhinehart acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed. Notary Public in and for the State of lowa My commission expires February 04 TERI LEE NEUHAUS Commission Number 756835 My Commission Expires February 4, 2027 PARTNERSHIP ACKNOWLEDGMENT _____ County) On this _____ day of _____, 20___, before me, the undersigned, a Notary Public in and for the State of _____ to me personally known, who being by me duly sworn, did say that the person is one of the partners of , a partnership, and that the instrument was signed on behalf of the partnership by authority of the partners and the partner acknowledged the execution of the instrument to be the voluntary act and deed of the partnership by it and by the partner voluntarily executed. Notary Public in and for the State of _____

My commission expires ________, 20_

INDIVIDUAL ACKNOWLEDGMEN	Т
State of) SSCounty)	
On this day of in and for the State of and executed the foregoing instrument, and (his) (her) (their) voluntary act and dee	, 20, before me, the undersigned, a Notary Public, personally appeared
	Notary Public in and for the State of
LIMITED LIABILITY COMPANY AGE State of	CKNOWLEDGMENT
On this day of county, personally appeared duly sworn did say that person is that (the seal affixed to said instrumen	
voluntary act and deed of said	acknowledged the execution of said instrument to be the, by it voluntarily executed.
	Notary Public in and for the State of My commission expires

CONTRACT ATTACHMENT: BID ITEMS, QUANTITIES, AND PRICES

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

Item No.	Item		Total	Unit Price		Total Price	
	STRUCTURES FOR SANITARY AND STORM SEWERS						
6.01	Intake Adjustment, Minor, Single Grate	EA	3	\$	3,500.00	\$	10,500.00
6.02	Intake Adjustment, Minor, Double Grate	EA	2	\$	4,000.00	\$	8,000.00
6.03	Intake Adjustment, Major, Single Grate	EA	1	\$	7,500.00	\$	7,500.00
	STREETS AND RELATED WORK						11 () () ()
7.01	Full Depth Patches, PCC, Class C-SUD, 7" Thick	SY	507	\$	161.00	s	81,627.00
7.02	Subbase Over-excavation, 6" Depth	SY	125	\$	26.36	s	3,295.00
7.03	Crack and Joint Cleaning and Filling, Hot Pour		150,154	\$	2.20	s	330,338.80
	TRAFFIC CONTROL						
8.01	Temporary Traffic Control	LS	1	\$	9,500.00	s	9,500.00
8.02	Portable Dynamic Message Sign (PDMS)	CDAY	20	\$	137.50	\$	2,750.00
	SITE WORK AND LANDSCAPING						
9.01	Erosion Control Mulching, Hydromulching, BFM with Temporary Seeding	AC	0.05	\$	82,500.00	\$	4,125.00
	MISCELLANEOUS						
11.01	Mobilization	LS	1	\$	30,000.00	\$	30,000.00
11.02	Concrete Washout	LS	1	\$	5,000.00	\$	5,000.00

TOTAL CONTRACT AMOUNT =

\$ 492,635.80

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, <u>Iowa Civil Contracting</u>, <u>Inc.</u>, as Principal (hereinafter the "Contractor" or "Principal") and Merchants Bonding Company (Mutual), as Surety, are held and firmly bound unto the **City of Ankeny**, **Iowa**, as Obligee, (hereinafter referred to as the "Jurisdiction"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of <u>Four Hundred Ninety-Two Thousand</u>, Six Hundred Thirty-Five and 80/100 DOLLARS (\$492,635.80), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives, and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Jurisdiction, bearing date the <u>1</u>st day of <u>April</u>, 2024, (hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvement:

2024 PCC PAVEMENT PRESERVATION PROGRAM – CRACK AND JOINT FILLING

The 2024 PCC Pavement Preservation Program – Crack and Joint Filling project includes the following:

- Site 1 Full depth PCC patching and intake adjustments within the Georgetown, Ashland Meadows, and Prairie Ridge Estates neighborhoods.
- Site 2 Cleaning and filling of cracks and joints in PCC street pavement within the Georgetown, Ashland Meadows, and Prairie Ridge Estates neighborhoods.
- Site 3 Cleaning and filling of cracks and joints in PCC street pavement on NW Georgetown Boulevard from just east of NW Ash Drive to just west of the Veridian Credit Union driveway.

The construction improvements include the cleaning and filling of approximately 81,000 LF of longitudinal joints, 63,000 LF of transverse joints, and 6,000 LF of miscellaneous cracks, full depth patching of approximately 500 SY of 7" thick PCC Class C-SUD pavement, one major adjustment to an intake, and five minor adjustments to intakes. Other associated improvements include temporary traffic control, temporary surface restoration, mobilization, and miscellaneous associated work necessary to complete the project.

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

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

- 1. PERFORMANCE: The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvement, and shall indemnify and save harmless the Jurisdiction from all outlay and expense incurred by the Jurisdiction by reason of the Contractor's default or failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.
- 2. PAYMENT: The Contractor and the Surety on this Bond are hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the Jurisdiction is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.
- 3. MAINTENANCE: The Contractor and the Surety on this Bond hereby agree, at their own expense:
 - A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of **two (2)** years from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;
 - B. To keep all work in continuous good repair; and
 - C. To pay the Jurisdiction's reasonable costs of monitoring and inspecting to assure that any defects are remedied, and to repair the Jurisdiction all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.
- 4. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:
 - A. To consent without notice to any extension of time to the Contractor in which to perform the Contract:
 - B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than 20% of the total contract price, and that this Bond shall then be released as to such excess increase; and
 - C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

- D. That no provision of this Bond or of any other contract shall be valid which limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.
- E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Jurisdiction including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorneys' fees (including overhead expenses of the Jurisdiction's staff attorneys), and all costs and expenses of litigation as they are incurred by the Jurisdiction. It is intended the Contractor and Surety will defend and indemnify the Jurisdiction on all claims made against the Jurisdiction on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Jurisdiction will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

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

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

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

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

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

Witness our hands, in triplicate, this1st	day of, 20_24
PRINCIPAL:	SURETY:
By Mend Rhine hat Signature Vice President	By Signature Attorney-in-Fact Officer Kate Zanders, Attorney-in-Fact
Title	Printed Name of Attorney-in-Fact Officer Holmes, Murphy and Associates LLC Company Name 2727 Grand Prairie Parkway Company Address Waukee, IA 50263
	City, State, Zip Code (515) 223-6800

NOTE:

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

Company Telephone Number



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

Anne Crowner; Bailey Beach; Ben Williams; Brian J Oestreich; Brian M Deimerly; Cameron M Burt; Cindy Bennett; Colby D White; Craig E Hansen; D Gregory Stitts; Dione R Young; Donald E Appleby; Douglas Muth; Ginger Hoke; Grace Rasmussen; Graydon Dotson; Greg Krier; Jamie Gifford; Jay D Freiermuth; Jennifer Marino; Jessica Jean Rini; Jessie Allen; Joe Tiernan; John Cord; Joshua R Loftis; Kate Zanders; Keeton Welch; Lukas Schroder; Mark R DeWitt; Mark Sweigart; Mary Ashley Allen; Michelle R Gruis; Nathan Weaver; R C Bowman; Sara Huston; Sarah C Brown; Seth D Rooker; Ted Jorgensen; Tim McCulloh; Todd Bengford; W R Withrow

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

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

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

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

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

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

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 3rd day of February , 2024 .

TIONAL SUNDING COMPONE TO NO REPORT OF THE STATE OF THE S

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

President

STATE OF IOWA COUNTY OF DALLAS ss.

On this 3rd day of February 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

Ву



Penni Miller

Commission Number 787952 My Commission Expires January 20, 2027

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

Notary Public

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 1st day of

April

, 2024 .

TIONA, ON THE POAGE TO A SECRETARY Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/27/2024

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on

this certificate does not confer rights to the certificate h	this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).					
PRODUCER	CONTAI NAME:	CONTACT NAME: Sandy VanOsten				
Arthur J. Gallagher Risk Management Services, LLC	PHONE	PHONE (A/C, No, Ext): 515-309-6200 FAX (A/C, No): 515-309-6225				-309-6225
4201 Westown Parkway Suite 120						
West Des Moines IA 50266	ADDRE			DING COVERAGE		NAIC#
	INCIDE			nce Corporation		20095
INSURED			NAME OF TAXABLE PARTY.	ance Company		20109
Iowa Civil Contracting Inc.				nsurance Compar	nv	36056
P. O. Box Q	INSURE		- openiany n			
Victor IA 52347			-			
	INSURE					
COVERAGES CERTIFICATE NUME	INSURE REP: 576493702	Kr:		REVISION NUM	BER:	
COVERAGES CERTIFICATE NUMB THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE I		N ISSUED TO				POLICY PERIOD
INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TER CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS	M OR CONDITION OF AN' SURANCE AFFORDED BY	Y CONTRACT THE POLICIES	OR OTHER D DESCRIBED	OCUMENT WITH	RESPECT 1	TO WHICH THIS
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OTHER:				,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	\$	1
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AND EMPLOYERS' LIABILITY		J. 112020	J	E.L. EACH ACCIDEN		,000,000
ANYPROPRIETOR/PARTNER/EXECUTIVE N N / A				E.L. DISEASE - EA E		Concor Conver
(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below				E.L. DISEASE - EA E		,000,000
DÉSCRIPTION OF OPERATIONS below B Leased/Rented Equip CLP37:	20380	5/1/2023	5/1/2024	Limit:\$400,000		Ded-5%,\$2,000 Min
CLP37	20003	0/1/2020	Of ITEUET			
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)						
RE: Project: 2024 PCC Pavement Preservation Program - C	rack and Joint Filling				Fg (140	2 12/21 222
City of Ankeny is named as Additional Insured on the General	al Liability per endorsemen	nt #GL3086, ed	dition 09/11, a	as evidenced here	ein as requir	red by written
contract with respect to work performed by the Named Insured.						
CERTIFICATE HOLDER CANCELLATION						
THE EXPIRAT				ESCRIBED POLICI EREOF, NOTICE Y PROVISIONS.		
1210 NW Prairie Ridge Drive		ALITHODIZED DEDRESENTATIVE				

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AUTHORIZED REPRESENTATIVE

Ankeny, IA 50023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TRANSPORTATION CONTRACTORS EXTENDED LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

It is agreed that the provisions listed below apply only u of such provision.	pon the entry of an X in the box next to the caption
A. X Partnership and Joint Venture Extension	N. X Construction Project General Aggregate Limits
B. X Contractors Automatic Additional Insured Coverage - Ongoing Operations	O. X Fellow Employee Coverage
C. X Automatic Waiver of Subrogation	P. X Property Damage Liability - Elevators
D. X Extended Notice of Cancellation, Nonrenewal	Q. X Property Damage to the Named Insured's Work
E. X Unintentional Failure to Disclose Hazards	R X Care, Custody or Control
F. X Broadened Mobile Equipment	S X Electronic Data Liability Coverage
G. X Personal and Advertising Injury - Contractual Coverage	T. X Consolidated Insurance Program Residual Liability Coverage
H. X Nonemployment Discrimination	U. X Automatic Additional Insureds – Managers or
I. X Liquor Liability	Lessors of Premises
J. X Broadened Conditions	V. X Automatic Additional Insureds – State or Governmental Agency or Political
K. X Automatic Additional Insureds – Equipment Leases	Subdivisions - Permits or Authorizations
L. X Suits Against Dredges and Barges	W X Contractors Automatic Additional Insured Coverage - Completed Operations
M. X Insured Contract Extension - Railroad Property and Construction Contracts	X. X Additional Insured - Engineers, Architects or Surveyors

A. PARTNERSHIP AND JOINT VENTURE EXTENSION

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

The last full paragraph which reads as follows:

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

is deleted and replaced with the following:

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

B. CONTRACTORS AUTOMATIC ADDITIONAL INSURED COVERAGE - ONGOING OPERATIONS

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

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

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

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

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

- All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

C. AUTOMATIC WAIVER OF SUBROGATION

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

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

- a. If the insured has rights to recover all or part of any payment we have made under this Coverage Form, those rights are transferred to us. The insured must do nothing after loss to impair those rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.
- **b.** If required by a written contract executed prior to loss, we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of "your work" for that person or organization.

D. EXTENDED NOTICE OF CANCELLATION, NONRENEWAL

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

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

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

9. WHEN WE DO NOT RENEW

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

E. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

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

F. BROADENED MOBILE EQUIPMENT

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

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

G. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL COVERAGE

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

H. NONEMPLOYMENT DISCRIMINATION

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

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

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

SECTION V - DEFINITIONS, is amended to include:

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

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

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

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

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

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

I. LIQUOR LIABILITY

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

J. BROADENED CONDITIONS

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

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

- a. You must see to it that we are notified of an "occurrence" or an offense which may result in a claim as soon as practicable after the "occurrence" has been reported to you, one of your officers or an "employee" designated to give notice to us. Notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Record the specifics of the claim or "suit" and the date received as soon as you, one of your officers, or an "employee" designated to record such information is notified of it; and
 - (2) Notify us in writing as soon as practicable after you, one of your officers, your legal department or an "employee" you designate to give us such notice learns of the claims or "suit."

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

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

K. AUTOMATIC ADDITIONAL INSUREDS - EQUIPMENT LEASES

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

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

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

- 1. "Bodily injury" or "property damage" occurring after you cease leasing the equipment.
- 2. "Bodily injury" or "property damage" arising out of the sole negligence of the additional insured.
- 3. "Property damage" to:
 - a. Property owned, used or occupied by or rented to the additional insured; or
 - **b.** Property in the care, custody or control of the additional insured or over which the additional insured is for any purpose exercising physical control.

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

L. SUITS AGAINST DREDGES AND BARGES

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

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

M. INSURED CONTRACT EXTENSION - RAILROAD PROPERTY AND CONSTRUCTION CONTRACTS

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

- 9. "Insured Contract" means:
 - **a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
 - b. A sidetrack agreement;
 - c. Any easement or license agreement;
 - **d.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - e. An elevator maintenance agreement;
 - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

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

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

N. CONSTRUCTION PROJECT GENERAL AGGREGATE LIMITS

This modifies SECTION III - LIMITS OF INSURANCE.

- A. For all sums which can be attributed only to ongoing operations at a single construction project for which the insured becomes legally obligated to pay as damages caused by an "occurrence" under SECTION I COVERAGE A, and for all medical expenses caused by accidents under SECTION I COVERAGE C:
 - A separate Construction Project General Aggregate Limit applies to each construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 - 2. The Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under COVERAGE A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard," and for medical expenses under COVERAGE C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits."
 - 3. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the Construction Project General Aggregate Limit for that construction project Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Construction Project General Aggregate Limit for any other construction project.
 - 4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Construction Project General Aggregate Limit.
- B. For all sums which cannot be attributed only to ongoing operations at a single construction project for which the insured becomes legally obligated to pay as damages caused by an "occurrence" under SECTION I COVERAGE A, and for all medical expenses caused by accidents under SECTION I COVERAGE C:
 - Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 - 2. Such payments shall not reduce any Construction Project General Aggregate Limit.

- C. Payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Construction Project General Aggregate Limit.
- D. If a construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of SECTION III LIMITS OF INSURANCE not otherwise modified by this endorsement shall continue to be applicable.

O. FELLOW EMPLOYEE COVERAGE

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

- 2.e. "Bodily injury" to
 - (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
 - (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to:

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

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

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

P. PROPERTY DAMAGE LIABILITY - ELEVATORS

"Property damage" liability is changed as follows:

- 1. Exclusions 2.j.(3) and 2.j.(4) of SECTION I, COVERAGE A, do not apply to the use of elevators.
- 2. The insurance afforded by reason of this provision is excess over any valid and collectible property insurance (including any deductible portion thereof) available to the insured whether primary, excess, contingent or on any other basis, and the **OTHER INSURANCE** condition is changed accordingly.

Q. PROPERTY DAMAGE TO THE NAMED INSURED'S WORK

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

Damage to Your Work

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

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

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

R. CARE, CUSTODY OR CONTROL

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

- **2.j.4** Personal property in the care, custody or control of the insured. However, for personal property in the care, custody or control of you or your "employees," this exclusion applies only to that portion of any loss in excess of \$25,000 per occurrence, subject to the following terms and conditions;
 - (a) The most that we will pay under this provision as an annual aggregate is \$100,000, regardless of the number of occurrences.
 - (b) This provision does not apply to "employee" owned property or any property that is missing where there is not physical evidence to show what happened to the property.
 - (c) The aggregate limit for this coverage provision is part of the General Aggregate Limit and SECTION III LIMITS OF INSURANCE is changed accordingly.
 - (d) In the event of damage to or destruction of property covered by this exception, you shall, if requested by us, replace the property or furnish the labor and materials necessary for repairs thereto, at actual cost to you, exclusive of prospective profit or overhead charges of any nature.
 - (e) \$2,500 shall be deducted from the total amount of all sums you became obligated to pay as damages on account of damage to or destruction of all property of each person or organization, including the loss of use of that property, as a result of each "occurrence." Our limit of liability under the endorsement as being applicable to each "occurrence" shall be reduced by the amount of the deductible indicated above; however, our aggregate limit of liability under this provision shall not be reduced by the amount of such deductible. The conditions of the policy, including those with respect to duties in the event of "occurrence," claims or "suit" apply irrespective of the application of the deductible amount. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

S. ELECTRONIC DATA LIABILITY COVERAGE

- Exclusion 2.p. Electronic Data of SECTION I, COVERAGE A, is deleted and replaced with the following:
 - **2.p.** Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.
- 2. The following definition is added to SECTION V DEFINITIONS:

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

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

"Property damage" means:

- **a.** Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;
- **b.** Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or
- c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

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

T. CONSOLIDATED INSURANCE PROGRAM RESIDUAL LIABILITY COVERAGE

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

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

The following is added to Section V - Definitions

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

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

U. AUTOMATIC ADDITIONAL INSUREDS - MANAGERS OR LESSORS OR PREMISES

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

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

This insurance does not apply to:

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

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

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

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

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

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

This insurance does not apply to:

- 1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- 2. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

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

W. CONTRACTORS AUTOMATIC ADDITIONAL INSURED COVERAGE - COMPLETED OPERATIONS

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

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

X. ADDITIONAL INSURED - ENGINEERS, ARCHITECTS OR SURVEYORS

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

- 1. Your acts or omissions: or
- 2. The acts or omissions of those acting on your behalf;

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

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

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

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

- 1. The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
- 2. Supervisory, inspection or engineering services.

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

.



ANKENY CITY COUNCIL

City Council Agenda

April 1, 2024 5:30 PM

Mark Holm, Mayor Bobbi Bentz, Mayor Pro tem

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

ORIGINATING DEPARTMENT:
City Clerk
Upgrade Essential Infrastructure

ACTION REQUESTED:
Resolution

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:
Proposed NE 62nd Street RCB Over Trib. to Four Mile Creek (PH 2024-22)

EXECUTIVE SUMMARY:

NE 62nd St RCB – Four Mile Creek

The NE 62nd St RCB Over Trib. To Four Mile Creek project is generally located on the North side of Ankeny just west of NE 22nd St. between NE 118th Ave. and NE 126 Ave. The construction improvements include construction of a Twin 12' x 10' x 154' reinforced concrete box culvert. Other work items include mobilization, excavation, fencing, revetment, erosion control, and surface restoration. The construction of the future roadway and embankment are not a part of this project.

The bid opening for this project was held on Tuesday, March 26, 2024. Two (2) bids were received as follows:

1. Gus Construction \$465,519.57

The Engineer's Estimate for the project was \$792,414.00. The bids ranged from approximately 41% below to 20% below the engineer's estimate. City Council had previously approved this project in the 2024 CIP with a budget of \$620,000.00 for construction so the winning bid was still under the budgeted amount by approximately 25%. The City reviewed the bid results both internally and with the project's engineering consultant. Gus Construction successfully completed other projects for Kirkham Michael in the past. It is recommended that the project be awarded to Gus Construction of Casey, Iowa.

Pending project approval and award by the City Council, the contractor will shall commence any time after the written Notice to Proceed is issued, no later than June 1, 2024, and they will have 65 Working Days to fully complete the project.

FISCAL IMPACT: No.

This project is included in the City's current Capital Improvement Program with construction planned for 2024.

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that City Council take the following action:

- 1. Hold a hearing on the proposed Contract Documents (plans, specifications and form of contract) and estimated cost (\$792,414.00).
- 2. Approve Resolution, adopting said plans, specifications, form of contract and estimated cost for the NE 62nd St RCB Four Mile Creek.
- 3. Receive and file the report of bids received on March 26, 2024.
- 4. Approve Resolution, making award of construction contract to Gus Construction of Casey, Iowa.
- 5. Approve Resolution, approving contract and bonds with Gus Construction in the amount of \$465,519.57.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

March 4, 2024: The City Council approved a Resolution ordering construction and setting the bid opening date as March 26, 2024, and setting the public hearing date as April 1, 2024.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to adopt 1) RESOLUTION adopting plans, specifications, form of contract and estimate of cost \$792,414.00; 2) receive and file report of bids received March 26, 2024; 3) adopt RESOLUTION making award of construction contract with Gus Construction Co., Inc. in the amount of \$465,519.57; and 4) adopt

RESOLUTION approving contract and bonds with Gus Construction Co., Inc. in the amount of \$465,519.57.

ADDITIONAL INFORMATION:

ATTACHMENTS:			
Click to download			
RES - plans, specs			
□ Bid Sheet			
□ Bid Tab			
Page 1 RES - making award			
RES - approving contract			
<u>Contract</u>			

Council Member	introduced the following Resoluti	ion entitled
"RESOLUTION ADOPTING PLANS,	SPECIFICATIONS, FORM OF CONTRA	ACT AND
ESTIMATE OF COST FOR THE NE 62N	ND ST. RCB OVER TRIB. TO FOUR MILE	E CREEK",
<u>*</u>	Council Memberse	conded the
motion to adopt. The roll was called, and	I the vote was:	
AVEC.		
AYES:		
NAYS:		

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE NE 62ND ST. RCB OVER TRIB. TO FOUR MILE CREEK

WHEREAS, on the <u>4th</u> day of <u>March</u>, 2024, plans, specifications, form of contract and estimate of cost were filed with the Clerk for the construction of certain public improvements described in general as the NE 62nd St. RCB Over Trib. to Four Mile Creek; and

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

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

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

PASSED AND APPROVED this 1st day of April, 2024.

	Mayor	
ATTEST:		
City Clerk		



REC'D & FILED BY CITY COUNCIL 4-1-24

BID LETTING

10:30 A.M.

MARCH 26, 2024

NE 62ND STREET RCB OVER TRIB. TO FOUR MILE CREEK

The purpose of this meeting is to receive, open and tabulate bids for construction of the NE 62^{nd} Street RCB Over Trib. To Four Mile Creek project in accordance with the Plans and Specifications prepared by Kirkham Michael.

Don Clark, Municipal Utilities Director

		Project Estimate of Cost \$ 792	,414-	
	Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (none) Acknowledged
*	1)	Gus Construction Co Inc. LODE McPherson St		
	2)	Casey IA 50048-007 Nagel Construction LC 2601 140+11 St Allerton IA 50008	\$637,885.40	
	3)		· · · · · · · · · · · · · · · · · · ·	
	4)		· .	
	5)			
	6)			. ~
		· · · · · · · · · · · · · · · · · · ·		

^{*}Apparent Low Bidder

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

Bids will be reviewed and further action taken by the City Council at their next regular meeting of April 1, 2024 at 5:30 P.M.

ATTEST:

Don Clark, Municipal Utilities Director

Diane Klemme, Deputy City Clerk

I hereby certify that this is a true and correct bid tabulation of bids received on March 26, 2024 for the NE 62nd St over Trib. to Fourmile Creek RCB Culvert project in Ankeny, IA.

Tabulation of Bids

City of Ankeny

Andrew Putz, P.E. License No. 26403 Date 3/26/2024



Bid Date is	Tuesday, March 26, 2024			E	Engineer's Op	pinio	n of Cost	GUS (CONSTR	UCTION CO.		NAGEL CONS	STRU	CTION				
	Item	Units	Quantity	,	Unit Price		Subtotal	Ur	nit Price	Subtota	ı	Unit Price		Subtotal	Unit Price	Subtotal	Unit Price	Subtota
	Clearing, Excavation, & Embankment																	
2.1	CLEARING AND GRUBBING	LS	1	\$	5,000.00	\$	5,000.00	\$	500.00	\$ 500.00	\$	1,500.00	\$	1,500.00		\$ -		\$ -
2.2	EXCAVATION, CLASS 10 (ON-SITE)	CY	100	\$	25.00	\$	2,500.00	\$	5.00	\$ 500.00	\$	10.00	\$	1,000.00		\$ -		\$ -
Division 4 -	Sewer & Drains																	
Division 5 -	Water Mains & Appurtenances																	
	Structures for Sanitary and Storm Sewers																	
	Streets & Related Work																	
Division 8 -	Traffic Control / Signalization																	
	Site Work and Landscaping																	
	CONVENTIONAL SEEDING, FERT AND MULCH, T 2	AC	1.9	Ψ	1,700.00	\$	3,230.00	\$ 1,	,500.00	\$ 2,850.00	\$	1,500.00	\$	2,850.00		\$ -		\$ -
	WATTLES	LF	500		5.00		2,500.00	\$	2.00	\$ 1,000.00		2.00	\$	1,000.00		\$ -		\$ -
	WATTLES, REMOVAL OF DEVICE	LF	500	\$	1.00	\$	500.00	\$	0.10			0.25	\$	125.00		\$ -		\$ -
	SILT FENCE	LF	1300	\$	2.50	\$	3,250.00	\$	1.75	\$ 2,275.00		1.70	\$	2,210.00		\$ -		\$ _
9.5	SILT FENCE, REMOVAL OF DEVICE	LF	1300	\$	0.25	\$	325.00	\$	0.10	\$ 130.00	\$	0.25	\$	325.00		\$ -		\$ -
9.6	STABILIZED CONSTRUCTION ENTRANCE	TON	50	\$	50.00	\$	2,500.00	\$	40.00	\$ 2,000.00	\$	60.00	\$	3,000.00		\$ -		\$ -
9.7	EROSION CONTROL AND MULCHING, HYDROMULCHING, BF	AC	1.9	\$	4,000.00	\$	7,600.00	\$ 3,	,500.00	\$ 6,650.00	\$	2,500.00	\$	4,750.00		\$ -		\$ -
Division 11	- Miscellaneous																	
	MOBILIZATION	LS	1	\$	50,000.00		50,000.00		,000.00	\$ 7,000.00		35,000.00	\$	35,000.00		\$ -		\$ -
11.2	CONCRETE WASHOUT	LS	1	\$	5,000.00	\$	5,000.00	\$ 1,	,200.00	\$ 1,200.00	\$	2,000.00	\$	2,000.00		\$ -		\$ -
Division 12																		
	SPECIAL BACKFILL	CY	200	\$	85.00	\$	17,000.00	\$	65.00	\$ 13,000.00	\$	48.00	\$	9,600.00		\$ -		\$ -
	EXCAVATION, CLASS 10, CHANNEL	CY	475		20.00	\$	9,500.00	\$	6.00	\$ 2,850.00	\$	7.00	\$	3,325.00		\$ -		\$ -
	COMPACTING BACKFILL ADJACENT TO BRIDGES, CULVERT	CY	310		30.00	\$	9,300.00	\$	12.00	\$ 3,720.00	\$	8.00	\$	2,480.00		\$ -		\$ -
	COMPACTION WITH MOISTURE CONTROL	CY	1240	\$	3.00		3,720.00	\$	2.00	\$ 2,480.00		8.00	\$	9,920.00		\$ -		\$ -
	REMOVAL OF EXISTING STRUCTURES	LS	1	\$	10,000.00	\$	10,000.00	\$ 2,	,100.00			2,000.00	\$	2,000.00		\$ -		\$ -
	FLOODED BACKFILL	CY		\$	100.00	\$	5,500.00	\$	50.00	\$ 2,750.00	\$	90.00	\$	4,950.00		\$ -		\$ -
	EXCAVATION, CLASS 20	CY	2232		25.00	\$	55,800.00	\$	7.80	,		12.00		26,784.00		\$ -		\$ -
	STRUCTURAL CONCRETE (RCB CULVERT)	CY	596	\$			372,500.00	\$		\$ 262,240.00	\$	600.00		57,600.00		\$ -		\$ -
	REINFORCING STEEL	LB	89366	\$	1.80	\$	160,858.80	\$		\$ 100,089.92	\$	1.40	\$ 1	25,112.40		\$ -		\$ -
	TEMPORARY STREAM DIVERSION	EACH	1	\$	10,000.00	\$	10,000.00	\$ 3,	,500.00	\$ 3,500.00		3,000.00	\$	3,000.00		\$ -		\$ -
	SUBDRAIN, PERFORATED PLASTIC PIPE, 4 IN. DIA.	LF	374		20.00	\$	7,480.00	\$	2.20	\$ 822.80		4.00	\$	1,496.00		\$ -		\$ -
	ENGINEERING FABRIC	SY	480		6.00		2,880.00	\$	2.90	\$ 1,392.00		3.00	\$	1,440.00		\$ -		\$ -
	REVETMENT, CLASS D	TON	341		85.00		28,985.00		49.00			68.00		23,188.00		\$ -		\$ -
12.14	FENCE, CHAIN LINK, VINYL COATED	LF	132.3	\$	150.00	\$	19,845.00	\$	92.98	\$ 12,301.25	\$	100.00	\$	13,230.00		\$ -		\$ -
	Total Base Bid (Items 2.1 through 12.14)					\$	795,773.80			\$ 465,519.57			\$ 6	37,885.40		\$ -		\$ -
			Bid Bond						X			X	(
			Addendum						X			X	′					

"RESOLUTION MAKING	introduced the following Resolution entitled AWARD OF CONSTRUCTION CONTRACT FOR THE NE 62ND FOUR MILE CREEK", and moved:
that the Resolution	be adopted.
therefore defer ac	mit the Engineer to review and make recommendation on said bids, stion on the Resolution to the meeting to be held at
	seconded the motion to adopt. The roll was
called, and the vote was:	
AYES:	
NAYS:	
Whereupon, the May	yor declared the following Resolution duly adopted:
	RESOLUTION
	ON MAKING AWARD OF CONSTRUCTION FOR THE NE 62ND ST. RCB OVER TRIB. TO ECREEK
BE IT RESOLVED IOWA:	BY THE CITY COUNCIL OF THE CITY OF ANKENY, STATE OF
described in general as the N and specifications heretofore	following bid for the construction of certain public improvements IE 62nd St. RCB Over Trib. to Four Mile Creek, described in the plans e adopted by this Council on April 1, 2024, be and is hereby accepted, esponsive, responsible bid received for such work, as follows:
Contractor:	Gus Construction Co., Inc. of Casey, Iowa
Amount of bid:	\$465,519.57
Portion of project:	All construction work

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

PASSED AND APPROVED this 1st day of April, 2024.

	Mayor	
ATTEST:		
City Clerk		

"RESOLUTION APPROV 62ND ST. RCB OVER TI	introduced the following Resolution entitled ING CONSTRUCTION CONTRACT AND BOND FOR THE NE RIB. TO FOUR MILE CREEK", and moved its adoption. Council seconded the motion to adopt. The roll was called, and the vote
AYES:	
NAYS:	
Whereupon, the Ma	yor declared the following Resolution duly adopted:
	RESOLUTION
	ON APPROVING CONSTRUCTION CONTRACT O FOR THE NE 62ND ST. RCB OVER TRIB. TO E CREEK
BE IT RESOLVED IOWA:	BY THE CITY COUNCIL OF THE CITY OF ANKENY, STATE OF
construction of certain publ Trib. to Four Mile Creek,	on contract and bond executed and insurance coverage for the lic improvements described in general as the NE 62nd St. RCB Over and as described in detail in the plans and specifications heretofore been signed by the Mayor and Clerk on behalf of the City be and the is follows:
Contractor:	Gus Construction Co., Inc. of Casey, Iowa
Amount of bid:	\$465,519.57
Bond surety:	
Date of bond:	
Portion of project:	All construction work

PASSED AND APPROVED this $\underline{\mathbf{1^{st}}}$ day of $\underline{\mathbf{April}}$, 2024.

	Mayor	
ATTEST:		
City Clerk		

CONTRACT

THIS CONTRACT, made and entered into at Ankeny, Iowa this 1st day of April, 2024, by and between the City of Ankeny, Iowa by its Mayor, upon order of its City Council hereinafter called the "Jurisdiction," and Gus Construction Co., Inc., hereinafter called the "Contractor."

WITNESSETH:

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

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

NE 62nd St. RCB for Trib. to Fourmile Creek

This project is for the extension of the future NE 62nd St. The project is located on the North side of Ankeny just west of NE 22nd St. between NE 118th Ave. and NE 126 Ave. The construction improvements include construction of a Twin 12' x 10' x 154' reinforced concrete box culvert. Other work items include mobilization, excavation, fencing, revetment, erosion control, and surface restoration. The construction of the future roadway and embankment are not a part of this project.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of <u>Four Hundred Sixty-Five Thousand</u>, <u>Five Hundred Nineteen Dollars and Fifty-Seven Cents</u>. (\$465,519.57), which amount shall constitute the required amount of the Performance, Payment, and Maintenance Bond. The Contractor hereby agrees to commence work under this Contract on or before a date to be specified in a written Notice to Proceed by the Jurisdiction; and to complete the project as described in the Notice to Bidders and Notice of Public Hearing as noted below:

The Contractor shall fully complete the overall project within sixty-five (65) working days. Full completion for the overall project shall be defined as all work items including site restoration and punch list items completed, and all improvements ready for final acceptance. Should the Contractor fail to fully complete the work in this timeframe, liquidated damages of Eight Hundred Dollars (\$800.00) per calendar day will be assessed for work not fully completed within the designated Contract term(s).

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

JURISDICTION:	CONTRACTOR:
ByMark E. Holm, Mayor	Gus Construction Co., Inc. No SEA
(Seal) ATTEST:	By Jaffy Je Letter
	President
Michelle Yuska, City Clerk	Title
	606 McPherson Street
	Street Address
	Casey, IA 50048
	City, State, Zip Code
	641-746-2229
	Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. <u>All Contractors:</u> The Contractor shall enter its Public Registration Number <u>C 0 9 5 6 - 1 2</u> issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.

2. Out-of-State Contractors:

- A. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of five thousand dollars in value in Iowa, shall file a bond with the Division of Labor Services of the Iowa Department of Workforce Development. It is the contractor's responsibility to comply with said Section 91C.7 before commencing this work.
- B. Prior to entering into contract, the designated low bidder, if it is a corporation organized under the laws of a state other than Iowa, shall file with the Engineer a certificate from the Secretary of the State of Iowa showing that it has complied with all the provisions of Chapter 490 of the Iowa Code, or as amended, governing foreign corporations.

NOTE:

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

State of 10WA GUTHRIE County) On this <u>27</u> day of <u>MARCH</u>, 20<u>24</u>, before me, the undersigned, a Notary Public in and for the State of <u>IOWIA</u>, personally appeared <u>JEFFREY J OCHELTREE</u> _____, to me known, who, being by me duly sworn, did say that they are the PRESIDENT _____, and _____, respectively, of the corporation executing the foregoing instrument; that (no seal has been procured by) (the seal affixed thereto is the seal of) the corporation; that said instrument was signed (and sealed) on behalf of the corporation by authority of this Board of Directors; that <u>JEEFREY JOCHELTREE</u> acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed. STACI WISSNER Commission Number 223357 My Commission Expires July 15, 2026 Notary Public in and for the State of 10W+ My commission expires July 15 PARTNERSHIP ACKNOWLEDGMENT County) On this _____ day of _____, 20___, before me, the undersigned, a Notary Public in and for the State of ______, personally appeared ______ to me personally known, who being by me duly sworn, did say that the person is one of the partners of a partnership, and that the instrument was signed on behalf of the partnership by authority of the partners and the partner acknowledged the execution of the instrument to be the voluntary act and deed of the partnership by it and by the partner voluntarily executed. Notary Public in and for the State of _____ My commission expires _______, 20_____

CORPORATE ACKNOWLEDGMENT

INDIVIDUAL ACKNOWLEDGMENT State of ______) SS On this ______ day of _______, 20____, before me, the undersigned, a Notary Public in and for the State of ______, personally appeared _______ , to me known to be the identical person(s) named in and who executed the foregoing instrument, and acknowledged that (he) (she) (they) executed the instrument as (his) (her) (their) voluntary act and deed. Notary Public in and for the State of My commission expires , 20 LIMITED LIABILITY COMPANY ACKNOWLEDGMENT On this _____ day of _______, 20____, before me a Notary Public in and for said county, personally appeared _______, to me personally known, who being by me duly sworn did say that person is _______, of said _______, that (the seal affixed to said instrument is the seal of said OR no seal has been procured by the said) and that said instrument was signed and sealed on behalf of the said ______, by authority of its managers and the said ______ acknowledged the execution of said instrument to be the voluntary act and deed of said ______, by it voluntarily executed. Notary Public in and for the State of _____ My commission expires ________, 20_

CONTRACT ATTACHMENT: BID ITEMS, QUANTITIES, AND PRICES

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

ITEM NO.	ITEM	UNIT	TOTAL	UNIT PRICE	TOTAL PRICE
	EARTHWORK				
2.1	Clearing and Grubbing	LS	I	\$500.00	\$500.00
2.2	Excavation, Class 10 (On-Site)	CY	100	\$5.00	\$500.00
	SITE WORK AND LANDSCAPING				
9.1	Conventional Seeding, Seeding, Fertilizing, Mulch: Type 2 (Outside of ROW)	AC	1.9	\$1,500.00	\$2,850.00
9.2	Wattles	LF	500	\$2.00	\$1,000.00
9.3	Wattles, Removal of Device	LF	500	\$.10	\$50.00
9.4	Silt Fence	LF	1,300	\$1.75	\$2,275.00
9.5	Silt Fence, Removal of Device	LF	1,300	\$.10	\$130.00
9.6	Stabilized Construction Entrance	TON	50	\$40.00	\$2,000.00
9.7	Erosion Control Mulching, Hydro, BFM	AC	1.9	\$3,500.00	\$6,650.00
	MISCELLANEOUS				
11.1	Mobilization	LS	1	\$7,000.00	\$7,000.00
11.2	Concrete Washout	LS	1	\$1,200.00	\$1,200.00
	OTHER				
12.1	Special Backfill	CY	200	\$65.00	\$13,000.00
12.2	Excavation, Class 10, Channel	CY	475	\$6.00	\$2,850.00
12.3	Compacting Backfill Adjacent to Bridges, Culverts or Structures	CY	310	\$12.00	\$3,720.00
12.4	Compaction with Moisture Control	CY	1,240	\$2.00	\$2,480.00
12.5	Removal of Existing Structure	LS	1	\$2,100.00	\$2,100.00
12.6	Flooded Backfill	CY	55	\$50.00	\$2,750.00
12.7	Excavation, Class 20	CY	2,232	\$7.80	\$17,409.00
12.8	Structural Concrete (RCB Culvert)	CY	596.0	\$440.00	\$262,240.00
12.9	Reinforcing Steel	LBS	89,366	\$1.12	\$100,089.92

12.10	Temporary Stream Diversion	Ls	1	\$3,500.00	\$3,500.00
12.11	Subdrain, Perforated Plastic Pipe, 4in. Dia.	LF	374	\$2.20	\$822.80
12.12	Engineering Fabric	SY	480	\$2.90	\$1,392.00
12.13	Revetement, Class D	TON	341	\$49.00	\$16,709.00
12.14	Fence, Chain Link, Vinyl Coated	LF	132.3	\$92.98	\$12,301.25

TOTAL AMOUNT BID =

\$ 465,519.57

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, Gus Construction Co., Inc., as Principal (hereinafter the "Contractor" or "Principal") and Employers Mutual Casualty Company, as Surety, are held and firmly bound unto the City of Ankeny, Iowa, as Obligee, (hereinafter referred to as the "Jurisdiction"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of Four Hundred Sixty-Five Thousand, Five Hundred Nineteen Dollars and Fifty-Seven Cents. (\$465,519.57), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives, and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Jurisdiction, bearing date the <u>1st</u> day of <u>April</u>, 2024, (hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvement:

NE 62nd St. RCB for Trib. to Fourmile Creek

This project is for the extension of the future NE 62nd St. The project is located on the North side of Ankeny just west of NE 22nd St. between NE 118th Ave. and NE 126 Ave. The construction improvements include construction of a Twin 12' x 10' x 154' reinforced concrete box culvert. Other work items include mobilization, excavation, fencing, revetment, erosion control, and surface restoration. The construction of the future roadway and embankment are not a part of this project.

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

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

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

- 2. PAYMENT: The Contractor and the Surety on this Bond are hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the Jurisdiction is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.
- 3. MAINTENANCE: The Contractor and the Surety on this Bond hereby agree, at their own expense:
 - A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of **four (4)** years from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;
 - B. To keep all work in continuous good repair; and
 - C. To pay the Jurisdiction's reasonable costs of monitoring and inspecting to assure that any defects are remedied, and to repair the Jurisdiction all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.
- 4. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:
 - A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;
 - B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than 20% of the total contract price, and that this Bond shall then be released as to such excess increase; and
 - C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.
 - D. That no provision of this Bond or of any other contract shall be valid which limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.

PPM-2

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

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

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

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

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

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

Wit	ness our hands, in triplicate, this	1st	day of	April	, 20 <u></u>
	PRINCIPAL:		SUR	RETY:	
	Gus Construction Co., Inc.		Empl	loyers Mutual Casualty Comp	any (Chill)
Ву	Contractor Signature		Ву Д	Surety Company Signature Attorney-in-F	act Officer
	TREASUREIT		Jami	e Gifford, Attorney-in-Fact	
	Title			Printed Name of Attorn	ey-in-Fact Officer
			Holm	nes, Murphy and Associates L	LC
				Company Name	
			2727	Grand Prairie Parkway	
			,	Company Address	
			Wau	kee, IA 50263	
			-	City, State, Zip Code	
			(515) 223-6800	
			-	Company Telephone No	umber

NOTE:

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



P.O. Box 712 • Des Molnes, Iowa 50306-0712

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

- 1. Employers Mutual Casualty Company, an Iowa Corporation
- 2. EMCASCO Insurance Company, an Iowa Corporation
- 3. Union Insurance Company of Providence, an Iowa Corporation

- 4. Illinois EMCASCO Insurance Company, an Iowa Corporation
- 5. Dakota Fire Insurance Company, a North Dakota Corporation
- 6. EMC Property & Casualty Company, an lowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

CRAIG E. HANSEN, BRIAN M. DEIMERLY, JAY D. FREIERMUTH, TIM MCCULLCH, CINDY BENNETT, ANNE CROWNER, DIONE R. YOUNG, Seth D. Rooker, Jennifer Marino, Ben Williams, Sara Huston, Kate Zanders, John Cord, Joe Tieman, Jamie Gifford, Lukas Schröder

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the Surety Bond:

In an amount not exceeding Ten Million Dollars\$10,000,000.00

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

The authority hereby granted shall expire October 10th 2025 unless sooner revoked.

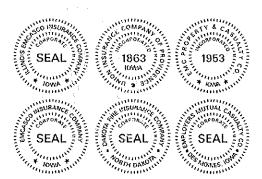
AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999;

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon this Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this

22nd day of September, 2022.



KATHY LOVERIDGE
Commission Number 780769
My Commission Expires
October 10, 2025

Scott R. Jean, President & CEO of Company 1; Chairman, President & CEO of Companies 2, 3, 4, 5 & 6 Todd Strother, Executive Vice President Chief Legal Officer & Secretary of Companies 1, 2, 3, 4, 5 & 6

On this 22nd day of September, 2022 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2025.

Notary Public in and for the State of Iowa

CERTIFICATE

I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 22nd day of September, 2022, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this __1st__day of

April

, <u>2024</u>.

Vice President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/26/2024

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

If SUBROGATION IS WAIVED, subject to the terms and conditions this certificate does not confer rights to the certificate holder in lieu	of the policy, cer	tain policies may	require an endorsement.	A statement on	
PRODUCER		n Clark			
Holmes Murphy & Associates	PHONE E	PHONE FAT ON THE FAX			
2727 Grand Práirie Parkway Waukee IA 50263	(A/C, No, Ext):	(A/C, No, Ext): 515-381-7443 (A/C, No): E-MAIL ADDRESS: eclark@holmesmurphy.com			
VVaunee IA 30203	ADDRESS: GC		4		
			RDING COVERAGE	NAIC#	
INSURED GUSCO	ONDO	iddlesex Insurance	Company	23434	
Gus Construction Co., Inc.	INSURER B:				
606 McPherson Street P.O. Box 77	INSURER C:				
Casey, IA 50048	INSURER D :				
	INSURER E :				
	INSURER F:				
COVERAGES CERTIFICATE NUMBER: 1630589			REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDIT CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFF EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HINST TYPE OF INSURANCE ADDLISUBRE INSURANCE INSURANCE POLICY NUMBER INSURANCE INSU	TION OF ANY CON' FORDED BY THE PA FIAVE BEEN REDUC	TRACT OR OTHER OLICIES DESCRIBE ED BY PAID CLAIMS	DOCUMENT WITH RESPEC D HEREIN IS SUBJECT TO	CT TO WHICH THIS ALL THE TERMS,	
LTR TIPE OF INSURANCE INSD WVD POLICY NUMB					
	7/1/2	2023 7/1/2024	EACH OCCURRENCE DAMAGE TO RENTED	\$ 1,000,000	
CLAIMS-MADE X OCCUR			DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	
				\$ 5,000	
				\$ 1,000,000	
GEN'L AGGREGATE LIMIT APPLIES PER:			GENERAL AGGREGATE	\$ 2,000,000	
POLICY X PRO- X LOC OTHER:			1	\$ 2,000,000 \$	
A AUTOMOBILE LIABILITY A0198030001	7/1/2	2023 7/1/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
X ANY AUTO				\$	
OWNED SCHEDULED AUTOS ONLY AUTOS			BODILY INJURY (Per accident)	\$	
X HIRED X NON-OWNED AUTOS ONLY			PROPERTY DAMAGE	\$	
ACTOS CIVILITY ACTOS CIVILITY			(rer accident)	S	
A X UMBRELLALIAB X OCCUR A0198030006	7/1/2	2023 7/1/2024		\$ 5,000,000	
EXCESS LIAB CLAIMS-MADE	''''	11,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		\$ 5,000,000	
DED RETENTION\$					
A WORKERS COMPENSATION A0198030005	7/1/2	2023 7/1/2024	X PER OTH-	\$	
AND EMPLOYERS' LIABILITY ANYOPODDIETOR/PARTNED/EVECUTR/E Y/N	1 11 11 11 11 11 11 11 11 11 11 11 11 1	17172024	1		
OFFICER/MEMBER EXCLUDED? (Mandatory In NH)				\$ 500,000	
If yes, describe under			E.L. DISEASE - EA EMPLOYEE		
DÉSCRIPTION OF OPERATIONS below A Leased/Rented Equipment A01980300031	7/1/2	7440004	E.L. DISEASE - POLICY LIMIT Per Item	\$ 500,000 500,000	
A0130000031	7182	2023 7/1/2024	rei itemi	300,000	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks St. RE: NE 62nd st. RCB for Trib. to Fourmile Creek The City of Ankeny is an Additional Insured on General Liability as required				ons.	
CERTIFICATE HOLDER	CANCELLA	TION			
City of Ankeny 410 W. First Street	SHOULD AI THE EXPI ACCORDA	NY OF THE ABOVE I RATION DATE TH NCE WITH THE POLIC	DESCRIBED POLICIES BE CA EREOF, NOTICE WILL B CY PROVISIONS.	NCELLED BEFORE E DELIVERED IN	
Ankeny IA 50023 USA		Kau Cooling			



ANKENY CITY COUNCIL

City Council Agenda

April 1, 2024 5:30 PM

Mark Holm, Mayor Bobbi Bentz, Mayor Pro tem

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

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
City Clerk	Upgrade Essential Infrastructure
ACTION REQUESTED:	
Resolution	
LEGAL:	
Item Reviewed by Legal Counsel	
SUB	BJECT:
Proposed 2024 CIPP Lining Project (PH 2024-23)	

EXECUTIVE SUMMARY:

2024 CIPP Lining Project

This project includes cured in place pipe (CIPP) slip lining existing sanitary sewer collection mains in various neighborhoods within the City of Ankeny.

The construction improvements include minor traffic control, establishing a Public Information and Notification Program, cleaning, video inspection, service and obstruction locating, establishing and executing a sewage bypassing plan, removing obstructions by trenchless methods, verifying all sanitary sewer service reconnections, cleanup and miscellaneous associated work necessary to complete the project.

The bid opening for this project was held on Tuesday, March 26, 2024. Five (5) bids were received as

1. Municipal Pipe Tool Co., LLC \$576,482.50

2. SAK Construction, LLC \$656,987.00

3. Hydro-Klean \$600,507.30

4. Insituform Technologies \$684,194.73

4. Visu-Sewer \$654,895.40

The Engineer's Estimate for the project was \$500,603.00. The bids ranged from approximately 15.16% to 36.67% above the estimate. The City reviewed the bid results internally and followed up with the low bidder. Municipal Pipe Tool Co., LLC has previously completed projects like this for the City of Ankeny. They have completed other similar jobs within the metro including projects for the Cities of West Des Moines, Clive, and Urbandale, and have the expertise to complete this project as well. It is recommended that the project be awarded to Municipal Pipe Tool Co., LLC of Hudson, Iowa.

Pending project approval and award by the City Council, the contractor will be required to start the project within 10 calendar days after the date set forth in the written Notice to Proceed, (expected start date no later than June 1, 2024), and will have until January 31, 2025 to fully complete the project.

FISCAL IMPACT: No.

This project is included in the 2024 - 2028 CIP program through the 2024 Sanitary Sewer Maintenance Fund Program.

CITY MANAGER'S RECOMMENDATIONS:

- 1. Hold a hearing on the proposed Contract Documents (plans, specifications and form of contract) and estimated cost (\$500,603.00).
- 2. Approve Resolution, adopting said plans, specifications, form of contract and estimated cost for the **2024 CIPP Lining Project**.
- 3. Receive and file the report of bids received on March 26, 2024.
- 4. Approve Resolution, making award of construction contract to Municipal Pipe Tool Co., LLC of Hudson, Iowa.
- 5. Approve Resolution, approving contract and bonds with Municipal Pipe Tool Co., LLC in the amount of \$576,482.50.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

March 4, 2024: The City Council approved a Resolution ordering construction and setting the bid opening date as March 26, 2024 and setting the public hearing date as April 1, 2024.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to adopt 1) RESOLUTION adopting plans, specifications, form of contract and estimate of cost \$500,603.00; 2) receive and file report of bids received March 26, 2024; 3) adopt RESOLUTION making award of construction contract with Municipal Pipe Tool Co., LLC in the amount of \$576,482.50; and 4) adopt RESOLUTION approving contract and bonds with Municipal Pipe Tool Co., LLC in the amount of \$576,482.50.

ADDITIONAL INFORMATION:

ATTACHMENTS

ATTACHMENTS:		
Click to download		
RES - plans, specs		
□ Bid Sheet		
□ Bid Tab		
☐ RES - making award		
☐ RES - approving contract		
Location Map		
□ Contract		

Council Member	introduced the following Resolution entitled
"RESOLUTION ADOPTING PLANS, SPE	ECIFICATIONS, FORM OF CONTRACT AND
ESTIMATE OF COST FOR THE 2024 CIPP	LINING PROJECT", and moved that the same be
adopted. Council Member	seconded the motion to adopt. The roll was
called, and the vote was:	
AYES:	
NAYS:	

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE 2024 CIPP LINING PROJECT

WHEREAS, on the $\underline{4^{th}}$ day of \underline{March} , 2024, plans, specifications, form of contract and estimate of cost were filed with the Clerk for the construction of certain public improvements described in general as the 2024 CIPP Lining Project; and

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

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

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

PASSED AND APPROVED this 1st day of April, 2024.

	Mayor	
ATTEST:		
City Clerk		



REC'D & FILED BY CITY COUNCIL 4-1-24

BID LETTING

10:30 A.M.

MARCH 26, 2024

2024 CIPP LINING PROJECT

The purpose of this meeting is to receive, open and tabulate bids for construction of the 2024 CIPP Lining Project in accordance with the Plans and Specifications prepared by City of Ankeny Public Works.

Don Clark, Municipal Utilities Director

		Project Estimate of Cost \$_5	00,603-	
	Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (none) Acknowledged
*	1)	Municipal Pipe Tool G 515 Fifth St- POBox Hudson, IA 50643	398	
		SAK Construction, U. 864 Hoff Road O'Fallon, Mo 63366	2	
	3)	Hydro-Klean UC 333 NW 49th Pl Des Moines, IA 503	#600,507. ³⁰	
	4)	Insituform Technolog 580 Goddard Ave Chesterfield Mo le		
	5)	Vish. Sewer, UC W230 N4855 Beth Pewankee, WI 5		
	6)			

^{*}Apparent Low Bidder

Bidder/Address	Bid Amount	Addenda (none) Acknowledged

Bids will be reviewed and further action taken by the City Council at their next regular meeting of April 1, 2024 at 5:30 P.M.

ATTEST:

Don Clark, Municipal Utilities Director

Diane Klemme, Deputy City Clerk

City of Ankeny **Municipal Utilities Department** 2024 - Cured In Place Pipe Lining Project BID TABULATION

March 26, 2024

		Engineer's Estimate			Municipal Pipe Tool			SAK Construction, LLC			
No.	Item Description	Unit	Quantity	Unit Price	Total	Quantity	Unit Price	Total	Quantity	Unit Price	Total
4.01	6" CIPP Lining	LF	232	\$30.00	\$6,960.00	232	\$46.25	\$10,730.00	232	\$51.00	\$11,832.00
4.02	8" CIPP Lining	LF	12,648	\$28.00	\$354,144.00	12,648	\$33.25	\$420,546.00	12,648	\$35.75	\$452,166.00
4.03	10" CIPP Lining	LF	1,963	\$33.00	\$64,779.00	1,963	\$41.50	\$81,464.50	1,963	\$46.00	\$90,298.00
4.04	12" CIPP Lining	LF	721	\$70.00	\$50,470.00	721	\$52.00	\$37,492.00	721	\$71.00	\$51,191.00
4.05	Building Sanitary Sewer Service Reconnection	EA	275	\$70.00	\$19,250.00	275	\$50.00	\$13,750.00	275	\$100.00	\$27,500.00
8.01	Traffic Control	LS	1	\$5,000.00	\$5,000.00	1	\$12,500.00	\$12,500.00	1	\$24,000.00	\$24,000.00
	Total Bid =				\$500,603.00			\$576,482.50			\$656,987.00
				Hydro-Klea	n	Insit	tuform Techn	ologies		Visu-Sewer	
No.	Item Description	Unit	Quantity	Hydro-Klea Unit Price	n Total	Inside Quantity	tuform Techn	ologies Total	Quantity	Visu-Sewer	Total
4.01	6" CIPP Lining	Unit LF	Quantity 232			Quantity					
4.01 4.02	6" CIPP Lining 8" CIPP Lining		,	Unit Price	Total	Quantity	Unit Price	Total	232	Unit Price	Total
4.01 4.02	6" CIPP Lining	LF	232	Unit Price \$50.00	Total \$11,600.00	Quantity 232	Unit Price \$50.39	Total \$11,690.48	232 12,648	Unit Price \$66.00	Total \$15,312.00
4.01 4.02 4.03	6" CIPP Lining 8" CIPP Lining	LF LF	232 12,648	\$50.00 \$34.50	Total \$11,600.00 \$436,356.00	232 12,648 1,963	\$50.39 \$41.31	Total \$11,690.48 \$522,488.88	232 12,648 1,963	\$66.00 \$38.40	Total \$15,312.00 \$485,683.20

\$27,480.00

LS

Total Bid =

8.01 Traffic Control

1

\$27,480.00

\$600,507.30

1

\$3,875.00

\$3,875.00

\$684,194.73

1

\$4,500.00

\$654,895.40

\$4,500.00

	introduced the following Resolution entitled AWARD OF CONSTRUCTION CONTRACT FOR THE 2024 CIPP loved:
that the Resolution	be adopted.
therefore defer ac	mit the Engineer to review and make recommendation on said bids, etion on the Resolution to the meeting to be held at, 2024, at this place.
Council Member called, and the vote was:	seconded the motion to adopt. The roll was
AYES:	
NAYS:	
Whereupon, the May	yor declared the following Resolution duly adopted:
	RESOLUTION
	ON MAKING AWARD OF CONSTRUCTION FOR THE 2024 CIPP LINING PROJECT
BE IT RESOLVED I	BY THE CITY COUNCIL OF THE CITY OF ANKENY, STATE OF
described in general as the heretofore adopted by this C	following bid for the construction of certain public improvements 2024 CIPP Lining Project, described in the plans and specifications council on April 1, 2024, be and is hereby accepted, the same being the ble bid received for such work, as follows:
Contractor:	Municipal Pipe Tool Co., LLC of Hudson, Iowa
Amount of bid:	\$576,482.50
Portion of project:	All construction work

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

PASSED AND APPROVED this 1st day of April, 2024.

	Mayor	
ATTEST:		
City Clerk		

CIPP LINING PROJECT",	introduced the following Resolution entitled NG CONSTRUCTION CONTRACT AND BOND FOR THE 2024 and moved its adoption. Council Member pt. The roll was called, and the vote was:
AYES:	
NAYS:	
Whereupon, the May	yor declared the following Resolution duly adopted:
	RESOLUTION
	ON APPROVING CONSTRUCTION CONTRACT FOR THE 2024 CIPP LINING PROJECT
BE IT RESOLVED IOWA:	BY THE CITY COUNCIL OF THE CITY OF ANKENY, STATE OF
construction of certain publi and as described in detail in	on contract and bond executed and insurance coverage for the c improvements described in general as the 2024 CIPP Lining Project, the plans and specifications heretofore approved, and which have been Clerk on behalf of the City be and the same are hereby approved as
Contractor:	Municipal Pipe Tool Co., LLC of Hudson, Iowa
Amount of bid:	\$576,482.50
Bond surety:	
Date of bond:	
Portion of project:	All construction work

PASSED AND APPROVED this $\underline{\mathbf{1^{st}}}$ day of $\underline{\mathbf{April}}$, 2024.

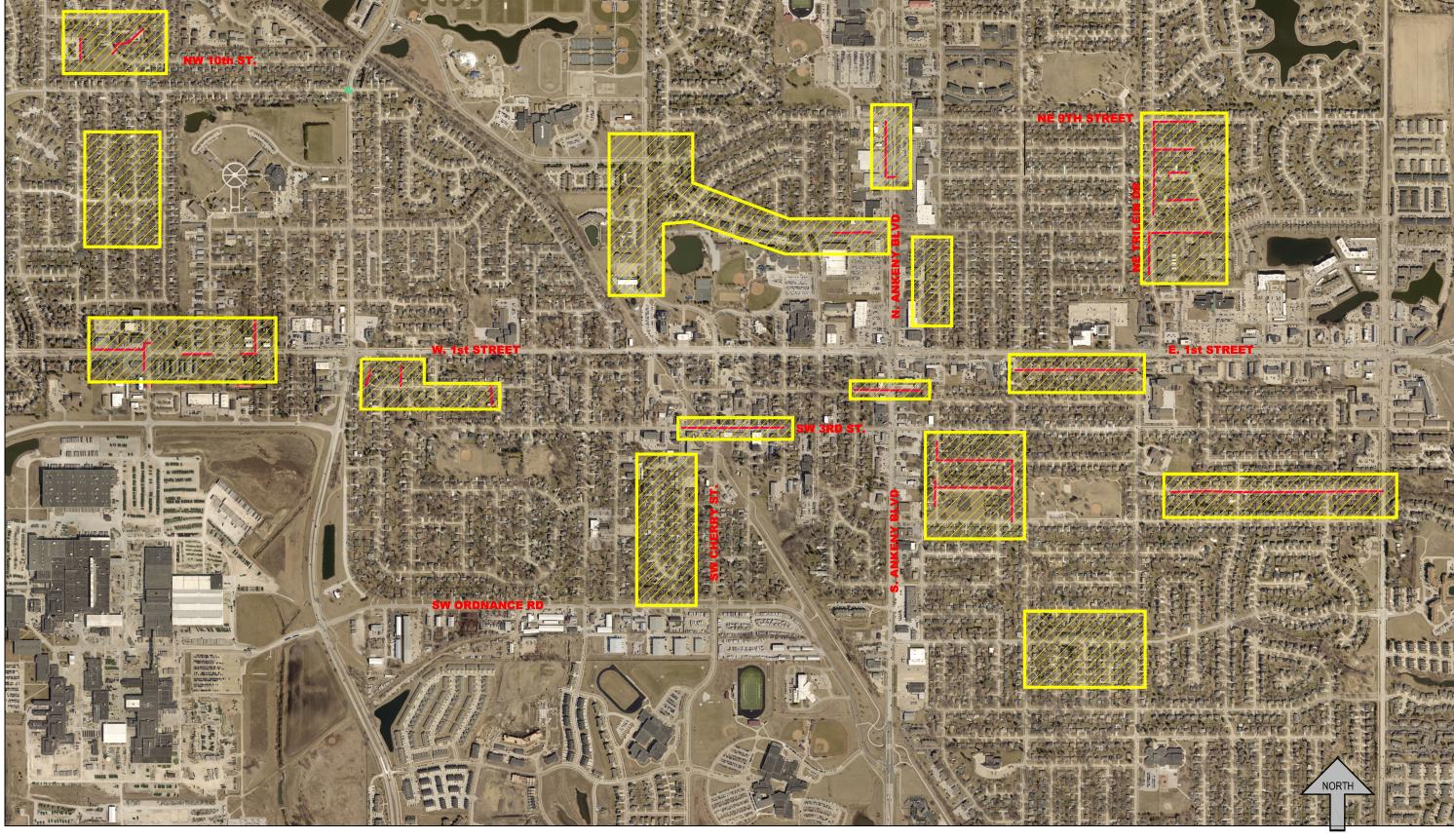
	Mayor	
ATTEST:		
City Clerk		



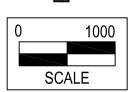
PROJECT

2024 CIPP LINING LOCATION MAP

SHEET



HATCHED AREAS INDICATE PROPOSED AREAS OF WORK



CONTRACT

THIS CONTRACT, made and entered	ONTRACT, made and entered into at Ankeny, Iowa this					day of		
	April	_, 20_24			between			
Ankeny, Iowa by its Mayor, upon o	rder of its	City Council h	ereinaft	er call	ed the "Jur	isdict	ion," a	and
Municip	al Pipe To	ol Co., LLC			called the			

WITNESSETH:

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

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

2024 CIPP LINING PROJECT

This project includes cured in place pipe (CIPP) slip lining existing sanitary sewer collection mains in various neighborhoods within the City of Ankeny.

The construction improvements include minor traffic control, establishing a Public Information and Notification Program, cleaning, video inspection, service and obstruction locating, establishing and executing a sewage bypassing plan, removing obstructions including protruding taps by trenchless methods, verifying all sanitary sewer service reconnections, cleanup and miscellaneous associated work necessary to complete the project.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of FIVE HUNDRED SEVENTY SIX THOUSAND, FOUR HUNDRED EIGHTY TWO DOLLARS & FIFTY CENTS DOLLARS (\$576,482.50), which amount shall constitute the required amount of the Performance, Payment, and Maintenance Bond. The Contractor hereby agrees to commence work under this Contract on or before a date to be specified in a written Notice to Proceed by the Jurisdiction; and to complete the project as described in the Notice to Bidders and Notice of Public Hearing as noted below:

The Contractor shall fully complete the overall project no later than **January 31, 2025**. Full completion for the overall project shall be defined as all work including punch list items completed, and all improvements ready for final acceptance. Should the Contractor fail to fully complete the work in this timeframe, liquidated damages of **Five Hundred Dollars (\$500.00) per calendar day** will be assessed for work not fully completed within the designated Contract term(s).

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

JURISDICTION:		CONTRACTOR:				
Mark E. Holm, Mayor (Seal) ATTEST:	Ву	Municipal Pipe Tool Co., LLC Contractor Signature				
Michelle Yuska, City Clerk	_	Title 515 5th Street, PO BOX 398 Street Address				
		Hudson, IA 50643 City, State, Zip Code 319-988-4205 Telephone				

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. <u>All Contractors:</u> The Contractor shall enter its Public Registration Number <u>C 1 0 1 8 - 4 6</u> issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.

Out-of-State Contractors:

- A. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of five thousand dollars in value in Iowa, shall file a bond with the Division of Labor Services of the Iowa Department of Workforce Development. It is the contractor's responsibility to comply with said Section 91C.7 before commencing this work.
- B. Prior to entering into contract, the designated low bidder, if it is a corporation organized under the laws of a state other than Iowa, shall file with the Engineer a certificate from the Secretary of the State of Iowa showing that it has complied with all the provisions of Chapter 490 of the Iowa Code, or as amended, governing foreign corporations.

NOTE:

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

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

CORPORATE ACKNOWLEDGMENT

INDIVIDUAL ACKNOWLEDGMENT	
State of) SS	
) SS County)	
On this day of in and for the State of and	, 20, before me, the undersigned, a Notary Public, personally appeared, to me known to be the identical person(s) named in and who acknowledged that (he) (she) (they) executed the instrument as .
	Notes: Dublic in and for the State of
	Notary Public in and for the State of
LIMITED LIABILITY COMPANY AC State of IOWA) SS	KNOWLEDGMENT
) SS BLACK HAWK County)	
that (the seal affixed to said instrument	, 2024, before me a Notary Public in and for said hat, to me personally known, who being by me of said Municipal Pipe Tool Co., LLC, is the seal of said OR no seal has been procured by the said, and that said instrument was signed and sealed on behalf of
the said Municipal Pipe Tool Co., LLC	by authority of its managers and the said
voluntary act and deed of said Municipal	acknowledged the execution of said instrument to be the Pipe Tool Co., LLC , by it voluntarily executed. COURTNY SCHUMACHER Notary Public in and for the State of IOWA
	My commission expires JULY 29 , 20 25
	COURTNY R SCHUMACHER Commission No.819100 My Commission Expires

CONTRACT ATTACHMENT: BID ITEMS, QUANTITIES, AND PRICES

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

ITEM NO.	ITEM	UNIT	TOTAL	UNIT PRICE	TOTAL PRICE		
	EARTHWORK		新				
4.01	6" CIPP Lining	LF	232	\$ 46.25	\$ 10,730.00		
4.02	8" CIPP Lining	LF	12,648	\$ 33.25	\$ 420,546.00		
4.03	10" CIPP Lining	LF	1,963	\$ 41.50	\$ 81,464.50		
4.04	12" CIPP Lining	LF	721	\$ 52.00	\$ 37,492.00		
4.05	Building Sanitary Service Reconnection	EA	275	\$ 50.00	\$ 13,750.00		
	TRAFFIC						
8.01	Traffic Control	LS	1	\$ 12,500.00	\$ 12,500.00		

TOTAL CONTRACT AMOUNT =

\$ 576,482.50

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, Municipal Pipe Tool Co., LLC , as Principal (hereinafter the
"Contractor" or "Principal") and Merchants Bonding Company (Mutual), as Surety, are held
and firmly bound unto the City of Ankeny, Iowa, as Obligee, (hereinafter referred to as the
"Jurisdiction"), and to all persons who may be injured by any breach of any of the conditions of this
Bond in the penal sum of * DOLLARS
(\$ \$576,482.50), lawful money of the United States, for the payment of which sum, well and truly to
be made, we bind ourselves, our heirs, legal representatives, and assigns, jointly or severally, firmly by
these presents. * Five Hundred Seventy-Six Thousand, Four Hundred Eighty-Two and 50/100
The conditions of the above obligations are such that whereas said Contractor entered into a contract
with the Jurisdiction, bearing date the day of, 20 24 ,
(hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following
described improvement:

2024 CIPP LINING PROJECT

This project includes cured in place pipe (CIPP) lining existing sanitary sewer collection mains in various neighborhoods within the City of Ankeny.

The construction improvements include minor traffic control, establishing a Public Information and Notification Program, cleaning, video inspection, service and obstruction locating, establishing and executing a sewage bypassing plan, removing obstructions including protruding taps by trenchless methods, verifying all sanitary sewer service reconnections, cleanup and miscellaneous associated work necessary to complete the project.

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

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

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

ured under the Contract and Contract Documents by all its mployees furnishing materials or providing labor in the



IMPORTANT

Enclosed bond and power of attorney forms are not dated. Date of the bond cannot be prior to the date of the Contract.

Please be sure to complete the forms using the date of the Contract when that is determined.

- 2. PAYMENT: The Contractor and the Surety on this Bond are hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the Jurisdiction is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.
- 3. MAINTENANCE: The Contractor and the Surety on this Bond hereby agree, at their own expense:
 - A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of **two (2)** years from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work:
 - B. To keep all work in continuous good repair; and
 - C. To pay the Jurisdiction's reasonable costs of monitoring and inspecting to assure that any defects are remedied, and to repair the Jurisdiction all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.
- 4. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:
 - A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;
 - B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than 20% of the total contract price, and that this Bond shall then be released as to such excess increase; and
 - C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.
 - D. That no provision of this Bond or of any other contract shall be valid which limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.

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

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

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

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

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

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

Witne	ess our hands, in triplicate, this day of	, 20 ²⁴ .
	PRINCIPAL:	SURETY:
	Municipal Pipe Tool Co., LLC	Merchants Bonding Company (Mutual)
Зу	Shawn Waschhat By Signature	Signature Attorney in-Fact Officer
	CDO	Sara Huston, Attorney-in-Fact
	Title	Printed Name of Attorney-in-Fact Office
		Holmes, Murphy and Associates LLC
		Company Name
		2727 Grand Prairie Parkway
		Company Address
		Waukee, IA 50263
		City, State, Zip Code
		(515) 223-6800
		Company Telephone Number

NOTE:

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



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

Anne Crowner; Bailey Beach; Ben Williams; Brian J Oestreich; Brian M Deimerly; Cameron M Burt; Cindy Bennett; Colby D White; Craig E Hansen; D Gregory Stitts; Dione R Young; Donald E Appleby; Douglas Muth; Ginger Hoke; Grace Rasmussen; Graydon Dotson; Greg Krier; Jamie Gifford; Jay D Freiermuth; Jennifer Marino; Jessica Jean Rini; Jessie Allen; Joe Tiernan; John Cord; Joshua R Loftis; Kate Zanders; Keeton Welch; Lukas Schroder; Mark R DeWitt; Mark Sweigart; Mary Ashley Allen; Michelle R Gruis; Nathan Weaver; R C Bowman; Sara Huston; Sarah C Brown; Seth D Rooker; Ted Jorgensen; Tim McCulloh; Todd Bengford; W R Withrow

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

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

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

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

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

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

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 3rd day of February , 2024 .

TIONA ON ONO RPORT OF ED MAN 2003 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

President

STATE OF IOWA
COUNTY OF DALLAS SS.

On this 3rd day of February 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

Ву



Penni Miller

Commission Number 787952 My Commission Expires January 20, 2027

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

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this

day of

. 2024

AND CONTROL OF THE PROPERTY OF

William Warner Js.

POA 0018 (1/24)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/27/2024

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

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

certificate holder in lieu of such endors		-	idorsement. A state	ement on thi	s certificate does not co	onier rig	nts to the			
PRODUCER	20.110	(5)	-	CONTACT NAME: Certificates Team						
The Horton Group				NAME: Octalioates realing PHONE (A/C, No, Ext): 708-845-3917 (A/C, No):						
10320 Orland Parkway Orland Park IL 60467				A/C, No, Ext): 100-043-3917 (A/C, No): E-MAIL ADDRESS: constructioncerts@thehortongroup.com						
Olland Fark IL 00407						NAIC #				
				INSURER A : Continen		20443				
INSURED			MUNIC-5			20443				
Municipal Pipe Tool Co., LLC				INSURER B :						
515 Fifth Street			INSURER C :							
Hudson IA 50643				INSURER D :						
				INSURER E :						
00//504.050	NUMBER: 400445005	INSURER F:		DEVICION NUMBER						
THIS IS TO CERTIFY THAT THE POLICIES INDICATED. NOTWITHSTANDING ANY RE CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	OF I EQUIF PERT POLI	NSUF REMEI	NT, TERM OR CONDITION THE INSURANCE AFFORD! LIMITS SHOWN MAY HAVE	OF ANY CONTRACT ED BY THE POLICIES	THE INSURE OR OTHER DESIGNATION	OCUMENT WITH RESPEC HEREIN IS SUBJECT TO	T TO W	HICH THIS		
LTR TYPE OF INSURANCE	INSR	WVD	POLICY NUMBER	(MM/DD/YYYY)	(MM/DD/YYYY)	LIMIT	S			
A GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY	Y	Y	7039854086	8/3/2023	8/3/2024	EACH OCCURRENCE DAMAGE TO RENTED	\$ 1,000,00	0		
CLAIMS-MADE X OCCUR						PREMISES (Ea occurrence)	\$ 100,000			
CLAIIVIS-IVIADE 11 OCCUR						MED EXP (Any one person) PERSONAL & ADV INJURY	\$ 15,000 \$ 1,000,00	0		
X Included						GENERAL AGGREGATE	\$ 2,000,00			
GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$ 2,000,00	0		
X POLICY PRO- JECT LOC							\$			
A AUTOMOBILE LIABILITY	Υ	Y	7039854069	8/3/2023	8/3/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,00	0		
X ANY AUTO						BODILY INJURY (Per person)	\$			
ALL OWNED SCHEDULED AUTOS X NON-OWNED						, ,	\$			
X HIRED AUTOS X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$			
							\$			
A X UMBRELLA LIAB X OCCUR	Υ	Y	7039854072	8/3/2023	8/3/2024	EACH OCCURRENCE	\$ 5,000,00	0		
EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$ 5,000,00	0		
DED X RETENTION \$ 0							\$			
A WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y	7039854105	8/3/2023	8/3/2024	WC STATU- OTH- TORY LIMITS ER				
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A					E.L. EACH ACCIDENT	\$ 1,000,00	0		
(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,00	0		
If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 1,000,00	0		
A Contractors Pollution A Leased/Rented Equip,Special/RC A Garagekeepers	Y	Y	7040058019 7039854086 7039854069	8/3/2023 8/3/2023 8/3/2023	8/3/2024 8/3/2024 8/3/2024	\$2,000,000 Occ. \$200,000 Per Item \$800,000 Comp/Coll	\$2,000,0 \$2,500 D \$500 De	ed.		
Business Personal Property, Replacement Additional insured on a Primary and Non-C Waivers of Subrogation applies to the Gen	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Business Personal Property, Replacement Cost, Special Form; Limit \$800,000; Deductible \$1,000; Carrier: Continental Casualty Company Additional insured on a Primary and Non-Contributory basis with respect to the General Liability and Automobile policies, only when required by written contract. Waivers of Subrogation applies to the General Liability, Automobile Liability and Workers Compensation in favor of the stated additional insureds, only when required by written contract. Umbrella follows form. Project: 2024 CIPP Lining Project Additional Insureds: City of Ankeny									
CERTIFICATE HOLDER				CANCELLATION						
	CERTIFICATE HOLDER					ESCRIBED POLICIES BE CA				

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ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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



ANKENY CITY COUNCIL

City Council Agenda

April 1, 2024 5:30 PM

Mark Holm, Mayor Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:
Public Works
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Proposed NW Northlawn Area Utility Improvements - Phase 4
Professional Services Agreement with Snyder & Associates, Inc.

EXECUTIVE SUMMARY:

The action before the City Council is the approval of a Professional Services Agreement with Snyder & Associates, Inc. for the design engineering services needed for the NW Northlawn Area Utility Improvements - Phase 4 project.

The scope of the project includes pavement reconstruction and utility improvements along NW 4th Street from NW Bramble Road to NW Scott Street, NW Kline Street from NW 3rd Street to NW 4th Street, and NW 3rd Street from NW Kline Street to NW Scott Street. These improvements will improve the condition of the street, sidewalk, storm sewer, sanitary sewer, and water main infrastructure in this area.

The design of this project needs to be undertaken at this time so that the project schedule can be maintained.

The Public Works Department proposes to use Snyder & Associates, Inc. to complete the necessary design engineering services for this project, including the following items:

- Project Management and Coordination
- Preliminary Design and Plans (roadway, storm sewer, sanitary sewer, water main, staging and traffic control, sidewalks, and pedestrian ramps)
- Private Utility Coordination
- Final Design and Plans (roadway, storm sewer, sanitary sewer, water main, staging and traffic control, sidewalks, and pedestrian ramps)
- Public Information Meeting and Displays
- Permitting Services and Fees
- Bid Period Assistance

The scope of the design engineering services and corresponding fees are shown in the attached Professional Services Agreement. The total fee for the design engineering services is \$84,450.00.

It is anticipated that this project will be bid in November 2024 for construction in 2025. It is recommended that the City Council approve the Professional Services Agreement with Snyder & Associates, Inc.

FISCAL IMPACT: No

This project is included in the City of Ankeny's current Capital Improvement Program for design in 2024 and construction in 2025.

CITY MANAGER'S RECOMMENDATIONS:

Approve the Professional Services Agreement with Snyder & Associates, Inc. for design engineering services on the NW Northlawn Area Utility Improvements - Phase 4 project in an amount not to exceed \$84,450.00 and authorize the Mayor to execute said Agreement.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to approve the Professional Services Agreement with Snyder & Description (amp); Associates, Inc. for design engineering by the NW Northlawn Area Utility Improvements - Phase 4 project in an amount not to exceed \$84,450.00 and authorize the Mayor to execute said Agreement.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download



STANDARD PROFESSIONAL SERVICES AGREEMENT

(Long Form-modified)

NOW ON THIS 1st day of April	, 20 <u>24,</u> Snyder & Associates, Inc.,
2727 SW Snyder Blvd., P.O. Box 1159, Ankeny	v, IA 50023, (hereinafter, Professional), and
City of Ankeny, Iowa	
(harainaftar Cliant) da haraby agrae as fallaur	<u> </u>

(hereinafter, Client) do hereby agree as follows:

- 1. **PROJECT:** Professional agrees to provide Professional Services (Services) for Client's project known and identified as: NW NORTHLAWN AREA UTILITY IMPROVEMENTS PHASE 4
- 2. SCOPE and FEES: The Scope of and the fees to be paid for said Services are set forth on Exhibit A attached hereto and by this reference made a part of this Agreement. Any Services not shown on Exhibit A shall be considered Additional Services. Additional Services may only be added by written change order, amendment or supplement to this agreement signed by both parties.
- 3. STANDARD OF CARE: In providing Services under this Agreement, the Professional shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same professional discipline currently practicing under similar circumstances at the same time and in the same or similar locality. Professional makes no warranty, express or implied, as to its professional services rendered under this Agreement.
 - 3.1. Client shall promptly report to Professional any defects or suspected defects in the Professional's Services of which Client becomes aware so that the Professional may take measures to minimize the consequences of such a defect.
 - 3.2. Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like requirement.
 - 3.3. Professional shall correct any reported defects in Professional's Services at Professional's cost.
 - 3.4. No withholdings, deductions or offsets shall be made from the Professional's compensation for any reason unless the professional has been found to be legally liable for such amounts by a court of competent jurisdiction.
- 4. CODE COMPLIANCE: Professional shall exercise usual and customary professional care in its efforts to comply with applicable laws, codes and regulations in effect as of the date of this Agreement. Design changes made necessary by newly enacted laws, codes and regulations after the date of this Agreement shall entitle the Professional to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provision of this Agreement.
 - 4.1. In the event of a conflict between laws, codes and regulations of various governmental entities having jurisdiction over this Project, the Professional shall notify the Client of the nature and impact of such conflict. The Client agrees to cooperate and work with the Professional in an effort to resolve this conflict.

- 5. ESTIMATES OF PROBABLE CONSTRUCTION COST: Should Professional be requested and it is included in the Scope of Services to provide an estimate of probable construction cost, Client understands that the Professional has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the Professional's estimates of probable construction costs are made on the basis of the Professional's professional judgment and experience. The Professional makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from the Professional's estimate of probable construction cost.
- 6. INFORMATION PROVIDED BY OTHERS: All information, requirements, instructions, criteria, reports, data, findings, plans, specifications, and surveys required by this Agreement and furnished by Client, may be used by Professional in performing its services and Professional is entitled to rely upon the accuracy and completeness thereof. Professional shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Client and/or the Client's consultants and contractors.
- 7. **TIMELINESS:** Professional will perform its services with reasonable diligence and expediency consistent with sound professional practices.
- 8. **SCHEDULE OF SERVICES:** Professional is authorized to begin providing the Services as of the date Professional receives a fully executed original signature copy of this Agreement.
 - 8.1. Professional shall complete its services within a reasonable time; or, within the specific period(s) of time, if any, set forth in Exhibit A which are hereby agreed to be reasonable.
 - 8.2. Professional shall not be responsible for delays and/or for damages, if any, arising directly or indirectly from causes beyond the Professional's control. Such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in a timely manner; failure by the Client or the Client's contractors or consultants to timely perform; or discovery of any hazardous substances or differing site conditions.
 - 8.3. If Professional is delayed, through no fault of its own, and the orderly and continuous progress of Professional's services is impaired or suspended; or, the Client authorizes or directs changes in the scope, extent, or character of the Project, then the time for the completion of Professional's services, and the rates and amounts of Professional's compensation, shall be equitably adjusted.
 - 8.4. If Professional is unable, through its own fault, to timely complete its services as required in this Agreement, including any adjustments thereto, then Client shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.
- CLIENT'S RESPONSIBILITIES: Client understands and agrees that it will be responsible for and in a timely manner:
 - 9.1. Provide to Professional, at Client's cost, all known and existing information, plans, specifications and data pertaining to or affecting the Project; all criteria and full information as to Client's requirements for the Project; all construction standards which Client will require to be included in the plans and specifications; copies of all other entities findings and reports generated for Client with respect to this Project; and such other information as may be requested and reasonably required to enable Professional to complete its services under this Agreement.
 - 9.2. Provide for safe access to and make all provisions for Professional to enter upon public and private property as required for Professional to perform its services under this Agreement.

- 9.3. Coordinate the timing and sequence of Professional's services with the services of others to the Project.
- 9.4. Provide reviews, certifications, authorizations, approvals, licenses and permits from all governmental authorities having jurisdiction over the Project or any part thereof and such reviews, certifications, authorizations, approvals, easements, rights-of-way and consents from others as may be necessary for Professional to complete its services under this Agreement.
- 9.5. Give written notice to Professional whenever Client observes or otherwise becomes aware of any Project Site concerns, any defect or nonconformance in the performance of any Contractor or other Consultant working on the Project, or of any other event or development that may affect the scope or time of performance of Professional's services; and, also, give written notice of any defect or nonconformance of Professional's services.
- 9.6. Provide services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment as may be required prior to the design of the Project, during the design and/or construction of the Project, or upon completion of the Project with appropriate professional interpretation thereof, unless such services are included within Professional's scope of services under this Agreement.
- 9.7. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and substantial completion and final payment Project Site visits.
- 10. INVOICING AND PAYMENTS: Professional shall prepare invoices in accordance with its standard invoicing practices and submit the invoice(s) to Client on a monthly basis. Client agrees to timely pay each invoice within 30 days of the invoice date.
 - 10.1. Payments not paid within said 30 days shall accrue interest on unpaid balances at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said 30th day. In addition, Professional may, after giving 7 days written notice to Client, suspend services under this Agreement until Professional has been paid in full for Services, interest, expenses and other related charges rendered, accrued, advanced and/or incurred by Professional to the date of suspension. Client waives any and all claims against Professional arising out of or resulting from said suspension. Payments will be credited first to accrued interest and then to unpaid principal.
 - 10.2. In the event legal action is necessary to enforce the payment terms of this Agreement, Professional shall be entitled to collect from Client and Client agrees to pay to Professional any judgment or settlement sum(s) due, plus reasonable attorneys' fees, court costs and other expenses incurred by Professional for such collection action and, in addition, the reasonable value of the Professional's time and expenses spent for such collection action, computed according to the Professional's prevailing fee schedule and expense policy. The formal mediation requirements in Paragraph 17, Dispute Resolution, shall not apply and are hereby waived for purposes of this subparagraph 10.2.

- 11. **INDEMNIFICATION:** To the fullest extent permitted by law, the Professional hereby agrees as follows:
 - 11.1. With regard to the professional services performed and to be performed hereunder by or through the Professional, Professional agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the proportionate extent that Claims are caused by Professional's negligent acts, errors or omissions, or willful misconduct. The indemnity obligations provided under this section shall only apply to the extent such Claims are determined by a court of competent jurisdiction or arbitrator to have been caused by the negligence or willful misconduct of Professional or of consultants, subconsultants or anyone for whom the Professional is responsible under this agreement. The Professional shall have no duty to defend but shall reimburse defense costs to the same extent as the overall indemnity obligations herein. These indemnity obligations shall not apply to the extent said Claims arise out of, pertain to, or relate to the negligence of Client or Client's agents, or other independent contractors, including the contractor, subcontractors of contractor or other consultants of Client, or others who are directly responsible to Client, or for defects in design or construction furnished by those persons and/or entities.
 - 11.2. With regard to any acts or omissions of the Professional in connection with this Agreement which do not comprise professional services, the Professional further agrees to indemnify, defend and hold harmless the Client from and against any and all claims, demand actions, causes of action, losses, liabilities, costs, reasonable attorneys' fees and litigation expenses (all of the foregoing being hereinafter individually and collectively called "claims") provided that any such claim is attributable to bodily injury, death, or property damage suffered or incurred by, or asserted against, the Indemnified Parties to the extent, but only to the extent, that the claims are the result of any negligent act or omission by the Professional, its consultants or subconsultants or anyone for whom the Professional is responsible under this agreement, excluding, however, bodily injury, death or property damage arising out of the rendering or failure to render any professional services by the Professional (which is covered by subparagraph 11.1 above).
 - 11.3. To the fullest extent permitted by law, the Client agrees to indemnify and hold Professional harmless from any loss, damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the Client's willful misconduct or negligent acts, errors or omissions.
 - 11.4. Neither Client nor Professional shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or willful misconduct or for the negligence or willful misconduct of others.
- 12. **MUTUAL WAIVERS:** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Professional, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement.
- 13. OWNERSHIP OF INSTRUMENTS OF SERVICE: The Client acknowledges the Professional's plans, specifications, and other documents, including electronic files, as the work papers of the Professional and the Professional's instruments of professional service. Nevertheless, the final printed hard copy construction documents prepared under this Agreement shall become the property of the Client upon completion of the services and payment in full of all monies due to the Professional. The Client shall not reuse or make any modification to the construction documents without the prior written authorization of the Professional. The Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Professional, its officers, directors, employees and subconsultants (collectively, Professional) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way connected with the unauthorized reuse or modification of the construction documents by

the Client or any person or entity that acquires or obtains the construction documents from or through the Client without the written authorization of the Professional.

- 13.1. Under no circumstances shall the transfer of said instruments of service be deemed a sale by the Professional, and the Professional makes no warranties, either express or implied, of merchantability and fitness for any particular purpose, nor shall such transfer be construed or regarded as any waiver or other relinquishment of the Professional's copyrights in any of the foregoing, full ownership of which shall remain with the Professional, absent the Professional's express prior written consent.
- 13.2. Should Professional agree to delivery of electronic files to Client, Client agrees, as a condition precedent, to sign Professional's Electronic Media Transfer Agreement prior to said delivery and further agrees that such delivery is for convenience, not reliance by the receiving party.
- 13.3. The Client is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the Professional and the electronic files, the signed or sealed hard-copy construction documents shall govern.
- 13.4. The Client agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The Client agrees not to transfer any of the delivered electronic files to others without the prior written consent of the Professional. The Client further agrees to waive all claims against the Professional resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than the Professional.
- 14. CERTIFICATIONS, GUARANTEES AND WARRANTIES: The Professional shall not be required to sign any documents, no matter by whom requested, that would result in the Professional's having to certify, guarantee or warrant the existence of conditions whose existence the Professional cannot ascertain or in the sole judgment of the Professional, increase the Professional's risk or the availability or cost of its professional or general liability insurance. The Client also agrees not to make resolution of any dispute with the Professional or payment of any amount due to the Professional in any way contingent upon the Professional signing any such certification.
- 15. RIGHT TO RETAIN SUBCONSULTANTS: The Professional may engage the services of any professional as a subconsultant when, in the Professionals' sole opinion, it is appropriate to do so. Such subconsultants may include both general and specialized professional services deemed necessary by the Professional to carry out the scope of the Professional's services. Professional shall not be required by the Client to retain any subconsultant not fully acceptable to the Professional.
- 16. SUSPENSION OF SERVICES: If the Project or the Professional's services are suspended by the Client for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this Agreement, the Professional shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the Client shall compensate the Professional for expenses incurred as a result of the suspension and resumption of its services, and the Professional's schedule and fees for the remainder of the Project shall be equitably adjusted.
 - 16.1. If the Professional's services are suspended for more than ninety (90) days, consecutive or in the aggregate, the Professional may terminate this Agreement upon giving not less than seven (7) calendar days' written notice to the Client.
 - 16.2. If the Client is in breach of the payment terms or otherwise is in material breach of this Agreement, the Professional may suspend performance of services upon seven (7) calendar days' notice to the Client. The Professional shall have no liability to the Client, and the Client agrees to make no claim for any delay

or damage as a result of such suspension caused by any breach of this Agreement by the Client. Upon receipt of payment in full of all outstanding sums due from the Client, or curing of such other breach which caused the Professional to suspend services, the Professional will resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

- 17. **DISPUTE RESOLUTION:** In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and the Professional agree that all disputes between them shall be negotiated in good faith for a reasonable period of time. If the parties fail to resolve all of the issues, then those issues not so resolved shall be submitted to formal nonbinding mediation prior to either party exercising their rights under the law. Each party shall be responsible for their own attorney fees, mediation costs and litigation costs. The cost of the mediator shall be shared equally by the parties.
 - 17.1. The Client and the Professional shall endeavor to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to encourage all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation, prior to the exercise of their respective legal rights, as the primary method for dispute resolution among the parties to all those agreements.
 - 17.2. The Client and the Professional agree that this Agreement and any legal actions concerning its validity, interpretation and/or performance shall be governed by the laws of the State of Iowa without regard to any conflict of laws provisions, which may apply the laws of other jurisdictions.
 - 17.3. It is further agreed that any legal action between the Client and the Professional arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in the State of Iowa.
- 18. **TERMINATION:** In the event of termination of this Agreement by either party, the Client shall within fifteen (15) calendar days of termination pay the Professional for all services rendered and all reimbursable costs incurred by the Professional up to the date of termination, in accordance with the payment provisions of this Agreement.
 - 18.1. The Client may terminate this Agreement for the Client's convenience and without cause upon giving the Professional not less than seven (7) calendar days' written notice.
 - 18.2. Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for any of the following reasons:
 - 18.2.1. Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;
 - 18.2.2. Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;
 - 18.2.3. Suspension of the Project or the Professional's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate;
 - 18.2.4. Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

- 18.3. In the event of any termination that is not the fault of the Professional, the Client shall pay the Professional, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by the Professional in connection with the orderly termination of this Agreement, including demobilization associated overhead costs and all other expenses directly resulting from the termination.
- 19. THIRD-PARTY BENEFICIARIES: Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Professional. The Professional's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Professional because of this Agreement or the performance or nonperformance of services hereunder.
- 20. ASSIGNMENT: Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by the Professional as a generally accepted business practice, shall not be considered an assignment or sublet for purposes of this Agreement (See paragraph 15 above).
- 21. **SEVERABILITY AND SURVIVAL:** If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect. Notwithstanding completion or termination of this Agreement for any reason, all rights, duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.
- 22. **ENTIRE AGREEMENT AND MODIFICATIONS:** This Agreement and the following Exhibits which are incorporated by this reference and made a part of this Agreement:

Exhibit A Scope of Services Exhibit C Standard Fee Schedule
Exhibit B Insurance Requirements Exhibit D Project Location Map

contain the entire understanding between the Parties, superseding all prior or contemporaneous communications, agreements, and understandings between the Parties with respect to the subject matter hereof. This Agreement may not be modified in any manner except by written amendment, addendum, change order, or supplement executed by both Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of the day and year first above written.

CITY OF ANKENY, IOWA	(Client)	SNYDER & ASSOCIATES, INC. (Professional)
Ву:		Ву:
(Authorized agent)		(Authorized agent)
Mark E. Holm, Mayor		Mark A. Land, P.E., CFM, Vice President
(Printed or typed signature)		(Printed or typed signature)
		Route executed copy to:Jordan Stoermer
Attest:		
Michelle Yuska, City Clerk		

EXHIBIT A – SCOPE OF SERVICES

NW NORTHLAWN AREA UTILITY IMPROVEMENTS - PHASE 4

I. SCOPE OF WORK

A. PROJECT DESCRIPTION

The PROFESSIONAL shall provide Professional Services as required to complete the preparation and assembly of the PROJECT as follows:

- 1. The PROJECT includes the final design for the construction of roadway and utility improvements for the Phase 4 area of the NW Northlawn neighborhood in the City of Ankeny (refer to EXHIBIT D for Phase 1 through Phase 4 project limits).
- 2. The PROJECT includes reconstructing the following roadways:
 - a. Approximately 540 LF of NW $4^{\rm th}$ Street from NW Bramble Road to NW Scott Street.
 - b. Approximately 330 LF of NW Kline Street from NW 3rd Street to NW 4th Street.
 - c. Approximately 440 LF of NW 3rd Street from NW Kline Street to NW Scott Street.
- 3. Removing existing and installing new storm sewer with sump services within the PROJECT limits.
- 4. Removing existing 4" water main and installing new 8" water main and services within the PROJECT limits.
- 5. Removing existing and installing new sanitary sewer and services within the PROJECT limits.
- 6. Removing existing and installing new driveway approaches, sidewalk and sidewalk ramps, and traffic signs within the PROJECT limits.
- 7. Preparing one set of plans for the PROJECT to be constructed in 2025. The PROFESSIONAL will complete design, plans, contract documents, specifications, permits, and bid phase assistance, defined in Article I.B, for the Project.

B. BASIC ENGINEERING SERVICES

The PROFESSIONAL shall provide the Basic Engineering Services as follows.

1. PROJECT ADMINISTRATION

- a. Monthly progress reports.
- b. Monthly billing reports.
- c. Project coordination for engineering with internal staff and the CLIENT.
- d. Project design review with the CLIENT of the Preliminary Plans and the Check Plans.
- e. One meeting with the CLIENT to review the Check Plans and discuss design questions.
- f. Private utility coordination for utility relocations needed prior to construction commencing.
- g. Submit pre-construction documents to the CLIENT per the City of Ankeny submittal requirements.

2. FINAL DESIGN AND CONSTRUCTION PLAN PREPARATION

The PROFESSIONAL shall prepare construction documents for the PROJECT to meet the schedule outlined in Article III.

- a. The PROFESSIONAL shall complete the final design, plans, specifications, and bid documents for the improvements for the established scope for the PROJECT and furnish a copy of these documents to the CLIENT for review and approval prior to final acceptance and distribution for a local letting. The final design will involve the development of project details, general notes, constructability methods, final plan contract drawings, special provisions, construction limits, control reference notes, erosion control, staging, and coordination.
- b. The project information will include full plan sheets including the following:

- i. Title Sheet (A-Sheets)
- ii. Typical Section and Special Details (B-Sheets)
- iii. Quantities, Estimate Reference Information, and Tabulations (C-Sheets)
- iv. Roadway Plan and Profile Information (D&E-Sheets)
- v. Removal Sheets (F-Sheets)
- vi. Survey Control (G-Sheets)
- vii. Staging and Traffic Control (J-Sheets)
- viii. Horizontal and Vertical Geometry and Jointing (L-Sheets)
- ix. Storm Sewer Plan and Profile Sheets (M-Sheets)
- x. Sanitary Sewer Plan and Profile Sheets (MSA-Sheets)
- xi. Water Main Plan and Profile Sheets (MWM-Sheets)
- xii. Grading Contours and Erosion Control Sheets (R-Sheets)
- xiii. Horizontal and Vertical Geometry for Sidewalk Ramps (S-Sheets)
- xiv. Roadway Cross Sections @ 25' Intervals and at all driveway approaches (W-Sheets)
- c. Specifications may includes Special Provisions to supplemental SUDAS Standard Specifications and the current edition of City of Ankeny Supplemental Specifications.
- d. It is anticipated that the PROJECT will consist of two main stages. Stage 1 will consist of all construction work for the NW 4th Street reconstruction and Stage 2 will consist of all construction work for the remaining NW Kline Street reconstruction and NW 3rd Street reconstruction. During each stage, the roadways worked on will be closed to traffic. When one stage is closed to traffic the other stage will remain open to traffic. Temporary sidewalks will be needed to provide access to the local residents' homes. The staging and traffic control (J-sheets) will be prepared to reflect this.
- e. The PROFESSIONAL will submit a Preliminary Plan set to the CLIENT for review and comment. The PROFESSIONAL will submit an opinion of probable construction costs to the CLIENT with 10% construction contingency.
- f. The PROFESSIONAL will submit a Check Plan set to the CLIENT for review and comment. The PROFESSIONAL will submit an opinion of probable construction costs to the CLIENT with 5% construction contingency.
- g. The PROFESSIONAL will submit Final Plans to the CLIENT. The PROFESSIONAL will submit a final opinion of probable construction costs with 0% construction contingency. Statements of probable construction costs prepared by the PROFESSIONAL

represent the best judgement as a design professional familiar with the construction industry. The CLIENT will be responsible for preparation of the Front Ends and Stormwater Pollution Prevention Plan (SWPPP). The CLIENT will be responsible for assembling the Contract Documents, (Front Ends, SWPPP, and Final Plans) for bidding.

h. Permits: Prepare and submit to CLIENT and Iowa DNR the NPDES, Wastewater, and Water Supply Permits. All fees required for the permits will be included with this agreement.

3. PROJECT INFORMATION MEETING

After Check Plans are submitted to the CLIENT, the PROFESSIONAL and CLIENT will present the design to the property owners and tenants within the project limits at a Project Information Meeting. The PROFESSIONAL will be responsible for preparing an aerial display drawing for the meeting that will depict the project details, attending the meeting, and responding to property owner questions. The CLIENT will be responsible for notifying the owners, tenants, and residents along the project corridor of the meeting.

4. BID PERIOD ASSISTANCE

The PROFESSIONAL shall perform the following services:

- a. Bidding Documents. The PROFESSIONAL shall submit Final Plans and final opinion of probable construction costs to the CLIENT. The CLIENT shall prepare the remaining documents, distribute the Contract Documents to potential bidders via upload to QuestCDN, and provide a copy of the Contract Documents to the PROFESSIONAL. The PROFESSIONAL shall supply the CLIENT with ten (10) paper copies of the Contract Documents.
- b. Advertising. The CLIENT shall answer questions from potential contractors, subcontractors, and suppliers. If necessary, the CLIENT shall coordinate with the PROFESSIONAL to assist in Contractor questions and Addendums.
- c. Bidding. The CLIENT shall be responsible for attending the bid letting at which bids are received, tabulating the bids, and preparing the Contract and PPM Bond documents.

C. CONSTRUCTION SERVICES

Construction services shall be performed by the CLIENT or by the PROFESSIONAL under a separate Agreement or Amendment.

D. CHANGES IN THE SCOPE OF SERVICES

The CLIENT may request Extra Services from the PROFESSIONAL not included in the Scope of Services as outlined. Extra Services may include, but not be limited to, expanding the scope of the PROJECT and work to be completed; requesting the development of various documents; or requesting additional work items that increases the Professional Services and corresponding costs. Extra Services shall be performed as requested in writing by the CLIENT on an hourly basis in accordance with the current fiscal year Snyder & Associates, Inc. Standard Fee Schedule in affect at the time of actual performance. All services quoted on a lump sum basis shall be valid for one year from the contract date.

E. STORM WATER DISCHARGE COMPLIANCE / HOLD HARMLESS

1. PROFESSIONAL'S Responsibility

In the event the scope of work to be performed under the terms and conditions of this Agreement includes permitting and creation of an initial Storm Water Pollution Prevention Plan (SWPPP), then and in that event and notwithstanding any provision to the contrary, PROFESSIONAL shall not be responsible or liable for compliance with any storm water discharge requirements at the site other than the preparation of the Notice of Intent for Storm Water Discharge Permit No. 2 applicable to the site and creation of the initial Storm Water Pollution Prevention Plan for the site using the SWPPP template provided by the CLIENT.

2. CLIENT'S Responsibility

CLIENT shall be solely responsible for: a) the submittal of the Notice of Intent, to be published by the PROFESSIONAL; b) the implementation, administration, and monitoring of the initial plan; c) making modifications to the initial plan as needed; d) filing the Notice of Discontinuance; and e) compliance with all NPDES or storm water discharge statutes, rules, regulations, or ordinances applicable to the site. The PROFESSIONAL will include the initial Storm Water Pollution Prevention Plan (SWPPP) as a part of the Contract Documents using the SWPPP template provided by the CLIENT.

3. Indemnification

PROFESSIONAL agrees, to the fullest extent permitted by law, to indemnify and hold CLIENT harmless against all damages, liabilities, or costs including reasonable attorneys' fees and defense costs (hereafter "Claims") to the extent caused by PROFESSIONAL'S errors, omissions, or negligent acts relating to the preparation of the Notice of Intent or creation of the initial Storm Water Pollution Prevention Plan. CLIENT shall protect, defend, indemnify, and hold PROFESSIONAL harmless from any and all Claims caused by or in any manner related to: a) any discharges of soil, silt, sediment, petroleum product, hazardous substances, or solid waste from the site; and/or b) any alleged violation of any NPDES or storm water discharge statute, rule, regulation, or ordinance, unless said Claims were primarily caused by the PROFESSIONAL'S own negligent acts. CLIENT shall release, waive, and otherwise discharge any and all Claims that CLIENT may assert against PROFESSIONAL relating, in any manner, to any discharges from the Site and/or any alleged violation of any NPDES or storm water discharge statute, rule, regulation, or ordinance except as set forth above. The covenants and provisions herein shall survive cessation of PROFESSIONAL'S work on the site.

II. CLIENT'S RESPONSIBILITIES

At its own expense, the CLIENT shall have the following responsibilities regarding the execution of this Agreement by the PROFESSIONAL.

A. PROJECT OFFICER

The CLIENT shall name a Project Officer to act as the CLIENT's representative with respect to the work performed under this Agreement. All correspondence with CLIENT relating to PROJECT shall be directed to the Project Officer and the Project Officer shall be invited to all progress meetings and other meetings called during the PROJECT.

B. PROMPT RESPONSE

To prevent an unreasonable delay in the PROFESSIONAL's work, the CLIENT will examine all reports, drawings, specifications, and other documents and will provide authorizations in writing to the PROFESSIONAL to proceed with work within a reasonable time period.

C. PROJECT REQUIREMENTS

The CLIENT shall furnish the following information for the PROJECT: design and construction standards; construction documents of projects within close proximity; known property locations and conditions; and zoning restrictions

III. PROJECT SCHEDULE

This PROJECT, from design through the project letting period, shall be performed by the PROFESSIONAL in accordance with a schedule mutually developed by the CLIENT and the PROFESSIONAL. The milestone schedule is:

Task	Projected Completion Date
Authorization to Proceed	April 1, 2024
Private Utility Coordination	April to November 2024
Preliminary Design and Plans	April 2024
City Review Preliminary Plans	May 2024
Check Design and Plans	July 2024
City Review Check Plans	August 2024
PMT Meeting #1 (Check Plans)	August 2024
Project Information Meeting	September 2024
Final Design and Plans	September 2024
City Review Final Plans	October 2024
City Council Set Hearing and Letting Dates	October 21, 2024
Bid Letting	November 12, 2024
Public Hearing to Review Bids & Award Contract	November 18, 2024
Construction Commence	Late March/Early April 2025

IV. COMPENSATION AND TERMS OF PAYMENT

The CLIENT shall pay the PROFESSIONAL in accordance with the terms and conditions of the Agreement. Fees will be on the basis of hourly rates and fixed expenses as outlined in the PROFESSIONAL'S Standard Fee Schedule. The current fee schedule is shown in the attached Exhibit "C". Total fees shall not exceed the following unless Additional Services are added by a written change order, amendment, or supplemental agreement signed by both parties.

A. BASIC PROFESSIONAL SERVICES

1.	Project Administration	\$17,800
2.	Final Design and Construction Plan Preparation	
3.	Project Information Meeting	\$4,500
4.	Bid Period Assistance	\$2,000
5.	Permit Fees and Reimbursable Expenses	<u>\$750</u>
Total Basic Professional Services Fees\$84,450		

Anytime the PROFESSIONAL anticipates that actual fees will exceed estimated fees, the PROFESSIONAL shall immediately notify the CLIENT, in writing, of the proposed increase and the reasons therefore. The CLIENT shall thereupon review such proposed increase and either accept or reject same.

City of Ankeny Insurance Requirements for Professional Services

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- 2. All policies of insurance required hereunder shall be with a carrier authorized to do business in Iowa and all carriers shall have a rating of A or better in the current A.M. Best's Rating Guide.
- 3. Each Certificate shall be furnished to the contracting department of the City of Ankeny.
- **4.** Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Ankeny. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.
- 5. Subcontractors and sub subcontractor performing work or service shall provide a Certificate of Insurance in accord with Exhibit B.
- 6. All required endorsements to various policies shall be attached to Certificate of Insurance.
- 7. Whenever a specific ISO form is listed, an equivalent form may be substituted subject to the provider identifying and listing in writing all deviations and exclusions that differ from the ISO form.
- **8.** Provider shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit B.
- 9. Whenever an ISO form is referenced the current edition of the form must be used.
- 10. By requiring such insurance, the City of Ankeny shall not be deemed or construed to have assessed the risk that may be applicable to the Contractor its agents, representatives, employees or sub-consultants under this Contract. The insurance requirements herein for this Contract in no way limit the indemnity covenants contained in the Contract.
- 11. The City of Ankeny in no way warrants that the limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees, or subcontractors. The Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. The Contractor is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

City of Ankeny Insurance Requirements for Professional Services

A) COMMERCIAL GENERAL LIABILITY

General Aggregate Limit	\$ 2,000,000
Products-Completed Operations Aggregate Limit	\$ 2,000,000
Personal and Advertising Injury Limit	\$ 1,000,000
Each Occurrence	\$ 1,000,000
Fire Damage Limit (any one occurrence)	\$ 50,000
Medical Payments	\$ 5,000

- a) Coverage shall be written on an occurrence, not claims made, form. All deviations from the standard ISO commercial general liability form CG 0001, or Business owners form BP 0002, shall be clearly identified.
- b) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit" or CG 25 03 "Designated Construction Project (s) General Aggregate Limit" as appropriate.
- c) Include endorsement indicating that coverage is primary and non-contributory.
- d) Include endorsement to preserve Governmental Immunity. (Sample attached).
- e) Include an endorsement that deletes any fellow employee exclusion.
- f) Include additional insured endorsement for:

The City of Ankeny, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 2026.

B) AUTOMOBILE LIABILITY

\$ 1,000,000 (Combined Single Limit)

C) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

Statutory benefits covering all employees injured on the job by accident or disease as prescribed by Iowa Code Chapter 85 as amended.

Coverage A Statutory – State of Iowa Coverage B Employers Liability

Each Accident \$100,000 Each Employee-Disease \$100,000 Policy Limit-Disease \$500,000

Policy shall include an endorsement providing a waiver of subrogation to the City of Ankeny. Coverage B limits shall be greater if required by Umbrella Carrier.

D) <u>UMBRELLA LIABILITY</u>

2,000,000

Umbrella liability coverage must be at least following form with the underlying policies included herein.

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City of Ankeny Insurance Requirements for Professional Services

E) PROFESSIONAL LIABILITY

\$ 2,000,000

 The Contractor shall maintain Errors and Omissions Liability covering negligent acts, errors and/or omissions, including design errors of the Contractor for damage sustained by reason of or in the course of operations under this Contract. The policy/coverages shall be amended to include the following:

Amendment of any Contractual Liability Exclusion to state: "This exclusion does not apply to any liability of others which you assume under a written contract provided such liability is caused by your negligent acts."

- In the event that any professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Contract is completed.
- Policy shall contain a waiver of subrogation against the City of Ankeny.

F) CONTRACTOR'S ENVIRONMENTAL LIABILITY

2,000,000

 Applicable if Professional Services performed includes Environmental activities included but not limited to: use or application of hazardous materials, environmental testing, monitoring, assessment or cleanup, transportation of hazardous materials, pesticide spraying and certain recycling and waste reduction activities.

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City of Ankeny Insurance Requirements for Professional Services

Preservation of Governmental Immunities Endorsement

- 1. <u>Nonwaiver of Governmental Immunity.</u> The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Ankeny, lowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Ankeny, lowa under Code of lowa Section 670.4 as it now exists and as it may be amended from time to time.
- 2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.
- 3. <u>Assertion of Governmental Immunity.</u> The City of Ankeny, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier.
- 4. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Ankeny, lowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Ankeny, lowa.

No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under this policy.



STANDARD FEE SCHEDULE

PROFESSIONAL

Engineer, Landscape Architect, Land Surveyor, GIS, Environmental Scientist Project Manager, Planner, Right-of-Way Agent, Graphic Designer

Principal II	\$252.00/hour
Principal I	\$237.00/hour
Senior	\$216.00/hour
VIII	\$198.00/hour
VII	\$187.00/hour
VI	\$178.00/hour
V	\$166.00/hour
IV	\$153.00/hour
III	\$141.00/hour
II	\$128.00/hour
1	\$115.00/hour

TECHNICAL

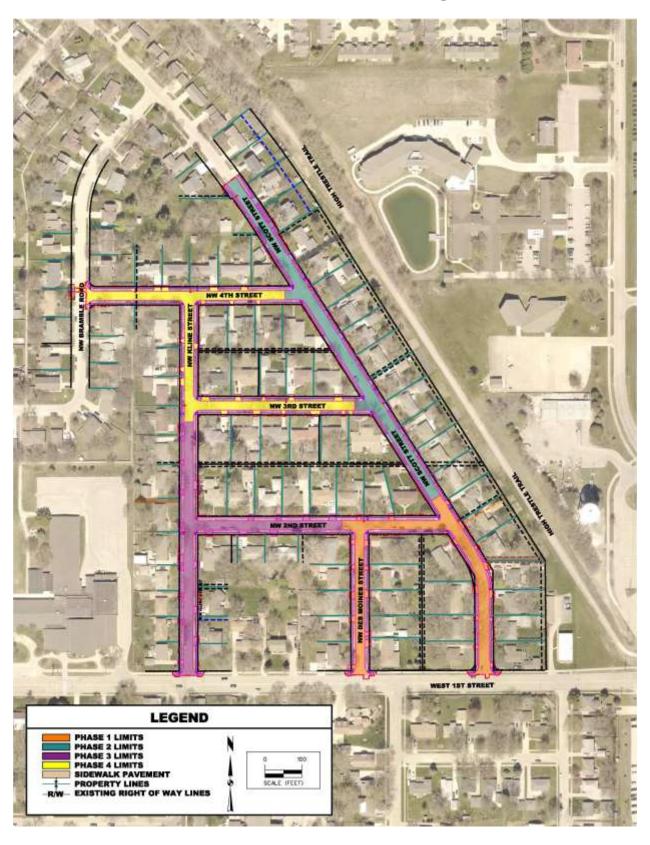
CAD, Survey, Construction Observation

Lead	\$150.00/hour
Senior	\$144.00/hour
VIII	\$134.00/hour
VII	\$124.00/hour
VI	\$111.00/hour
V	\$101.00/hour
IV	\$91.00/hour
III	\$82.00/hour
II	\$75.00/hour
I	\$66.00/hour

ADMINISTRATIVE | \$77.00/hour | \$63.00/hour |

REIMBURSABLES	
Mileage	Current IRS standard rate
Outside Services	As Invoiced

EXHIBIT D - Location Map





ANKENY CITY COUNCIL

City Council Agenda

April 1, 2024 5:30 PM

Mark Holm, Mayor Bobbi Bentz, Mayor Pro tem

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

ORIGINATING DEPARTMENT: COUNCIL GOAL:
ACTION REQUESTED:
LEGAL:
SUBJECT:
City Manager City Attorney
EXECUTIVE SUMMARY:
FISCAL IMPACT: No
CITY MANAGER'S RECOMMENDATIONS:
PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):
PUBLIC OUTREACH EFFORTS:
ACTION REQUESTED:
ADDITIONAL INFORMATION:

ATTACHMENTS:

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No Attachments Available



ANKENY CITY COUNCIL

City Council Agenda

April 1, 2024 5:30 PM

Mark Holm, Mayor Bobbi Bentz, Mayor Pro tem

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

ORIGINATING DEPARTMENT: City Clerk	COUNCIL GOAL:
ACTION REQUESTED:	
LEGAL:	
	SUBJECT:
 p.m. Public Hearing - NE 36th St & N. Public Hearing - Amend Curren 5:30 p.m. 	Resurfacing Program - SW Ordnance Road - 4/15/24 @ 5:30 E 38th St Water Main Loop - 4/15/24 @ 5:30 p.m. It CIty Budget FY July 1, 2023 - June 30, 2024 - 4/15/24 @ \$ Certification of City Taxes for FY July 1, 2024 - June 30/6/24 @ 5:30 p.m.
EX	ECUTIVE SUMMARY:
I	FISCAL IMPACT: No
CITY MANA	AGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

	PUBLIC OUTREACH EFFORTS:	
	ACTION REQUESTED:	
	ADDITIONAL INFORMATION:	
	ATTACHMENTS:	
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No Attachments Available		