STORY COUNTY CONSERVATION

Story County Conservation Board - McFarland Park 56461 180th St. - Ames, Iowa 50010-9451
Phone (515) 232-2516 - Fax (515)232-6989 - Email: conservation@storycounty.com
www.storycountyconservation.org

Memorandum

To: Story County Board of Supervisors

Through: Michael D. Cox, Director

From: Pat Shehan, Special Projects Ranger

Date: August 11, 2020

Re: Consideration of Amendment to an Agreement with Shive Hattery, Inc. for Additional Construction Phase Services for Paving a Portion of the Praeri Rail Trail

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This Amendment is the result of additional time needed to perform all associated work on the paving project due to delays caused by weather last fall. The construction was delayed until this spring due to inclement weather. The delay caused additional project oversight and compliance requirements with the Department of Transportation.

The net change to the Agreement is $14,000. This funding comes from budgeted contingency funds.

The Story County Conservation Board urges your approval.

Enclosure

Approval	Disapproval
Date	Date

SHIVEHATTERY
ARCHITECTURE + ENGINEERING

AMENDMENT TO AGREEMENT

ATTN: Michael Cox, Director – Story County Conservation
CLIENT: Story County, IA Conservation Board
900 6th Street
Nevada, Iowa 50201

PROJECT: Story County Conservation - Zearing Trail

PROJECT LOCATION: Zearing, IA

ORIGINAL AGREEMENT DATE: April 5, 2012

AMENDMENT DATE: August 5, 2020

Story County, IA Conservation Board and Shive-Hattery, Inc. (S-H) agree to amend the Original Agreement as follows:

PROJECT DESCRIPTION

The Project Description is revised as follows:

NO CHANGES

SCOPE OF SERVICES

Tasks for the Scope of Services are revised as follows:

ADD –

1. Additional Construction Phase Services: The construction schedule has been delayed from a 2019 completion to a 2020 completion due to weather and contractor delays. The services provided remain the same but over a longer duration:
   a. Tasks to be completed by the Consultant during construction:
      1) Coordinate with Owner for project kick-off meeting and review project roles and responsibilities;
      2) Develop project binder to include: meeting minutes, contract documents, observation reports, traffic control reports, change orders, pay applications, final audit and final forms checklist requirements;
      3) Schedule and conduct a Pre-Construction Meeting with the County Conservation, Iowa DOT, utilities, and contractors. Appropriate City of Zearing representatives will also be included. Pre-Construction Meeting minutes will be recorded and distributed to all attendees by the Consultant;
      4) Perform required material sampling and laboratory testing (such as soil proctor tests, concrete cylinder testing, material gradation, etc.) during construction. This work may be partially completed by a subconsultant. Reports will be prepared in a timely manner;
      5) Review Contractor submittals;
      6) Respond to and distribute Requests for Information;
      7) On-site construction observation including:
         - Review of pipe installation line and grade;
         - Review of subgrade and subbase construction for conformance to the plans and the Iowa DOT Standard Specifications;
         - On-grade testing of concrete air and slump per the requirements of the Iowa DOT Standard Specifications;

Shive-Hattery | 4125 Westown Parkway | Suite 100 | West Des Moines, IA 50266 | 515.223.8104 | fax 515.223.0622 | shive-hattery.com

- Collection of ready mix tickets and verification of trim water at grade, batch, delivery and placement times in accordance with the Iowa DOT Standard Specifications;
- Review of backfill operations;
- Review of seeding operations;
- Verifying quantities installed by contractor.
- Utilize story county conservation staff to assist with part-time construction observation and reporting during less critical construction activities.

8) Prepare Iowa DOT Working Day Reports in cooperation with SCC staff.
9) Complete Wage Rate Reports for all prime contractors and all subcontractors greater than $10,000 to document the wage rate interviews;
10) Complete Equal Employment Opportunity Site Inspections;
11) **Attend contractor's weekly stormwater inspections and review Contractor's stormwater** inspection reports;
12) Review and record material inspection reports from Iowa DOT;
13) Negotiate change orders;
14) Lead periodic Construction Progress Meetings;
15) Prepare Meeting Minutes from the Construction Progress Meetings;
16) Review payment applications and prepare recommendation of payment;
17) Perform pre-final project review and prepare remaining work items to be completed prior to final review;
18) Perform final project review with Iowa DOT and Owner representatives;
19) Complete Statement of Field Acceptance (Form 830435) and Statement of Completion (Form 830436)

b. Tasks to be completed by the Consultant during the Final Audit:

1) Complete, compile or generate all of the applicable documents as defined by Pre-Audit Checklist, Attachment E to IM 3.910. Assemble paper copies of all applicable documents in the project binder. Deliverables shall include digital and paper copies to be placed in the binder of the following:
   - Bid Proposal (supplied by the Iowa DOT)
   - Addendums
   - Contract
   - Plans
   - Plan Revisions
   - Pre-Construction Meeting Minutes
   - **Observer's Reports**
   - Traffic Control Documentation
   - Non-compliance Notice, if applicable
   - DBE Commitment Forms
   - Subcontractor Request and Approval
   - Storm Water Permit – Notice to Proceed/Discontinuation
   - Iowa DNR Notification of Completion of Construction
   - Notice of Suspension or Resumption of Work, if applicable
   - Equal Employment Opportunity Site Observations
   - Change Orders
   - Material Review for compliance with testing, sampling, and acceptance requirements of the Iowa DOT Standard Specifications and Materials IM 101, 204 and 205.
   - Material Tickets
   - Progress Vouchers/Pay Estimates
2) Complete, compile or generate all of the applicable documents as defined by Final Forms Packet Checklist, Attachment F to IM 3.910. Assemble paper copies of applicable documents including the following:

- Final Pay Estimate
- Final Contract Construction Progress Voucher
- Application portions of the Certification of DBE Accomplishments
- Certification of Subcontractor Payments
- Contractor Evaluations
- Interest Payment Information
- Change Order
- Audit of Final Pay Estimate
- Final Payment
- Non-Compliance Statements

3) Review audit with Iowa DOT representatives.
4) Provide project management necessary to monitor the project progress and budget. Generate consultant invoices including reimbursable expenses.

CLIENT RESPONSIBILITIES

Client Responsibilities are revised as follows:

1. Provide to Shive-Hattery any available drawings, survey plats, testing data and reports related to the project, either hard copy or electronic media. Electronic media is preferred.
2. Coordinate and provide a location for the public open house or any meetings with adjacent property owners.
3. Participation at design review meetings and review of design phase submittals. Provide authorization to proceed with each subsequent design phase submittal and bid letting.
4. Provide necessary right-of-way and/or easements as required for construction of project.
5. Provide necessary environmental clearances and/or environmental mitigation that may be required for the project.
6. Review and provide comments on the preliminary and final design plans and specifications.
7. Provide Legal and hold easement acquisition responsibilities.
8. Provide funding for the project.

SCHEDULE

The Schedule is revised as follows:

ADD – We anticipate construction to wrap up by fall of 2020 and audit to be completed by the end of 2020.

COMPENSATION

The Compensation is revised as follows:

ADD

Description	Fee	Fee Type	Estimated Reimbursable Expenses
Additional Construction Phase Services	$14,000	Hourly	Included in Fee
TOTAL	**$14,000**		

Fee Types:

1. Hourly - We will provide the Scope of Services on an hourly rate plus reimbursable expense basis at our Standard Hourly Fee Schedule in effect at the time that the services are performed. We will not exceed the amount shown without your prior authorization.

Expenses:

1. Included – Expenses have been included in the Fee amount.

The terms of this proposal are valid for 30 days from the date of this proposal.

ADDITIONAL SERVICES

The Additional Services are revised as follows:

NO CHANGE

AGREEMENT

When accepted by both parties, this Amendment will amend the Original Agreement and is subject to all other terms and conditions of the Original Agreement. Original, facsimile, electronic signatures or other electronic acceptance by the parties (and returned to Shive-Hattery) are deemed acceptable for binding the parties to the Amendment. The Client representative signing this Amendment warrants that he or she is authorized to enter into this Amendment on behalf of the Client.

Sincerely,

SHIVE-HATTERY, INC.

Luke Monat

Luke Monat, P.E., Project Manager
lmonat@shive-hattery.com

AMENDMENT ACCEPTED AND SERVICES AUTHORIZED TO PROCEED

CLIENT: Story County Board of Supervisors

BY:_____ TITLE: _____
(signature)

PRINTED NAME: _____DATE ACCEPTED: _____