

STORY COUNTY CONSERVATION BOARD  
BOARD OF DIRECTORS - AGENDA - MARCH 26, 2018  
Story County Conservation Center – 56461 180th Street, Ames, Iowa

1. CALL TO ORDER
2. ROLL CALL
3. REVIEW AGENDA AND HANDOUTS
4. PUBLIC COMMENTS
5. ACTION:
  - A. Consider Hickory Grove Park Campground Attendant Contract Between Story County Conservation Board And Tom Foley, 4/2/18-10/28/18 For \$7,200 And Recommend For Approval By The Story County Board Of Supervisors

Documents:

[FOLEY CAMPGROUND ATTENDANT CONTRACT.PDF](#)

- B. Consider Dakins Lake Campground Attendant Contract Between Story County Conservation Board And Ernie Gummo, 4/2/18-7/15/18 For \$3,600 And Recommend For Approval By The Story County Board Of Supervisors

Documents:

[GUMMO CAMPGROUND ATTENDANT CONTRACT.PDF](#)

- C. Consider Dakins Lake Campground Attendant Contract Between Story County Conservation Board And Beverley Chance, 7/16/18-10/28/18 For \$3,600 And Recommend For Approval By The Story County Board Of Supervisors

Documents:

[CHANCE CAMPGROUND ATTENDANT CONTRACT.PDF](#)

- D. Consider Bid Award To Boulder Contracting LLC For The Tedesco Environmental Learning Corridor, Phase #2 Construction, For \$930,799 And Additive Alternate Of \$137,989 And Recommend For Approval By The Story County Board Of Supervisors

Documents:

[URGE MEMO TELC PH 2 BID AWARD.PDF](#)  
[TELC PHASE 2 BID RESULTS SUMMARY.PDF](#)  
[TELC PHASE 2 BID TAB.PDF](#)  
[TELC PHASE 2 NOTICE OF BID AWARD.PDF](#)

- E. Consider Amendment To Agreement Between Shive-Hattery, Inc. And Story County Conservation For Tedesco Environmental Learning Corridor, Bid Package #2, For \$127,300 And Recommend Approval By The Story County Board Of Supervisors

Documents:

[URGE MEMO AMENDMENT TO AGREEMENT WITH SHIVE HATTERY FOR TELC PHASE 2 SERVICES.PDF](#)

[TELC AMENDMENT 2 WITH SHIVE HATTERY.PDF](#)

- F. Consider Agreement Of Services Between Story County Conservation And Snyder & Associates For Heart Of Iowa Nature Trail Paving Improvements For \$46,500, Recommend Approval By The Story County Board Of Supervisors, And Request \$21,500 From Story County's Energy Transfer Fund

Documents:

[URGE MEMO SNYDER AND ASSOCIATES HOINT.PDF](#)  
[AGREEMENT WITH SNYDER ASSOCIATES HOINT PAVING IMPROVEMENTS.PDF](#)

- G. Consider Contract Between Conley's Trucking Inc. And Story County Conservation Board To Haul And Spread Rock At Dakins Lake, Effective 3/31/18, For \$21,450 And Recommend For Approval By The Story County Board Of Supervisors

Documents:

[URGE MEMO CONLEYS TRUCKING CONTRACT SCCB.PDF](#)  
[CONLEYS TRUCKING CONTRACT DAKINS LAKE.PDF](#)

6. UPDATES:

7. ADJOURNMENT

Story County strives to ensure that its programs and activities do not discriminate on the basis of race, color, national origin, sex, age or disability. Persons requiring assistance, auxiliary aids or services, or accommodation because of a disability may contact the county's ADA coordinator at (515)382-7204.

## **Hickory Grove Campground Attendant Contract**

Story County Conservation Board  
56461 180<sup>th</sup> Street, Ames, IA 50010  
515-232-2516- FAX 515-232-6989

This Agreement is entered into between Tom Foley, hereinafter called the Campground Attendant, and the Story County Conservation Board, hereinafter called the Department, and is effective on the date last signed below.

Whereas, the Department desires to hire a Campground Attendant for Hickory Grove Park;

Whereas, the Campground Attendant is prepared to and shall furnish Campground Attendant services;

Now therefore, the Department and the Campground Attendant do hereby mutually agree as follows:

1. The selected Campground Attendant is a hired person doing contracted labor. Wage for this labor shall be at the rate of \$240.00/week (paid bi-weekly). Campground Attendant shall log actual hours worked per week and shall not work more than 33 hours in one week. The only compensation paid or provided to Campground Attendant as provided in this Agreement and any other representation to the contrary is void.

The Campground Attendant will not be considered an agent or employee of Story County and will not be eligible for nor have any right to claim benefits, compensation, or damages from Story County.

2. The Campground Attendant will be provided a campsite (valued at \$17/night) within Hickory Grove Park for a period of 30 weeks commencing on Monday, April 2, 2018 and terminating on Sunday, October 28, 2018. Payment of camping fees for the time period shown above by the Campground Attendant will be waived by the Department in return for services rendered. Campground Attendant will be solely responsible for any necessary reporting to any taxing or similar entity of the benefit of receiving the campsite at no cost by virtue of this Agreement. If, for any reason, this Agreement terminates before the term indicated herein, Campground Attendant shall immediately vacate the campsite.
3. Actual daily scheduled service time will be arranged between the Campground Attendant and the Park Ranger. The Campground Attendant is expected to perform his/her duties daily. The Campground Attendant shall be willing and able to assist campers and the Department staff outside regular scheduled hours as needed.
4. A visible sign will be placed on the Campground Attendant's campsite by the Department designating said campsite as belonging to the Campground Attendant. Campsite occupants other than Campground Attendant must be approved in writing by Park Ranger.

5. The duties of the Campground Attendant will be those listed in the "Story County Conservation Department Campground Attendant Duties List." Those duties are incorporated herein by reference. By signing below, Campground Attendant acknowledges that he/she has reviewed the job description and asserts that he/she is ready, willing, and able to perform the associated job functions and duties during the term of this Agreement.

The contractor may, at their discretion and subject to Story County Conservation approval, employ such other person or persons as desired to assist required work under this contract. Any employee hired by the contractor will be at contractor's sole expense, and contractor shall assume all liability for any such person(s), including for workers compensation benefits or damage any such employee may do to county property or persons or property present on county owned land. Further, any such person will not be considered an agent or employee of Story County and will not be eligible for nor have any right to claim benefits, compensation, or damages from Story County. Contractor shall have the duty to notify the employee of the limits of Story County's liability and of contractor's duties to contractor's employee(s).

6. The Department, through its supervisor in charge of the area, shall decide all questions which may arise as to the quality, fitness, promptness, and acceptability of service provided by the Campground Attendant to the Department. The supervisor may void or cancel this Campground Attendant agreement by giving oral notice to the Campground Attendant and Director that the Agreement is terminated. That determination and decision shall be final and conclusive.
7. The Story County Conservation Board or the Campground Attendant may terminate this agreement at any time during the period covered by this agreement by giving 48 hours notice to the Park Ranger.

Signature: Thomas Joly 3-11-2018  
Campground Attendant Date

Signature: \_\_\_\_\_  
Chair, Story County Conservation Board Date

Signature: \_\_\_\_\_  
Chair, Story Co. Board of Supervisors Date

## **Hickory Grove Park Campground Attendant Duties List**

The following duties are expected to be performed by the contracted campground attendant:

1. Check campgrounds (Breezy Bay and Primitive Camping) daily to assure that all occupied sites are registered.
2. Stock firewood in wood shed weekly. Sell firewood to campers and collect fees; give fees to the Park Ranger (or designee) each Friday and Monday.
3. Clean and stock campground shower house at least daily to insure cleanliness and safety.
4. Clean and stock beach house restrooms daily to insure cleanliness and safety.
5. Pick up trash as necessary around all camping areas. Check trash cans at the beach area during busy days.
6. Clean lodges at Hickory Grove Park prior to reservations; stock firewood when necessary.
7. Clean grills in Breezy Bay and Primitive Campground on a weekly basis.
8. Perform minor maintenance in campgrounds such as cleaning fire rings, painting, string trimming, etc.
9. Assist campers with registration and park information.
10. Inform park users of campground rules and enforce as necessary.
11. Perform other duties as occasionally requested by the conservation staff.

## **Dakins Lake Campground Attendant Contract**

Story County Conservation Board  
56461 180<sup>th</sup> Street, Ames, IA 50010  
515-232-2516- FAX 515-232-6989

This Agreement is entered into between Ernie Gummo, hereinafter called the Campground Attendant, and the Story County Conservation Board, hereinafter called the Department, and is effective on the date last signed below.

Whereas, the Department desires to hire a Campground Attendant for Dakins Lake;

Whereas, the Campground Attendant is prepared to and shall furnish Campground Attendant services;

Now therefore, the Department and the Campground Attendant do hereby mutually agree as follows:

1. The selected Campground Attendant is a hired person doing contracted labor. Wage for this labor shall be at the rate of \$240.00/week (paid bi-weekly). Campground Attendant shall log actual hours worked per week and shall not work more than 33 hours in one week. The only compensation paid or provided to Campground Attendant as provided in this Agreement and any other representation to the contrary is void.

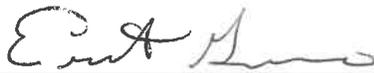
The Campground Attendant will not be considered an agent or employee of Story County and will not be eligible for nor have any right to claim benefits, compensation, or damages from Story County.

2. The Campground Attendant will be provided a campsite (valued at \$17/night) within Dakins Lake for a period of 30 weeks commencing on Monday, April 2, 2018 and terminating on Sunday, July 15, 2018. Payment of camping fees for the time period shown above by the Campground Attendant will be waived by the Department in return for services rendered. Campground Attendant will be solely responsible for any necessary reporting to any taxing or similar entity of the benefit of receiving the campsite at no cost by virtue of this Agreement. If, for any reason, this Agreement terminates before the term indicated herein, Campground Attendant shall immediately vacate the campsite.
3. Actual daily scheduled service time will be arranged between the Campground Attendant and the Park Ranger. The Campground Attendant is expected to perform his/her duties daily. The Campground Attendant shall be willing and able to assist campers and the Department staff outside regular scheduled hours as needed.
4. A visible sign will be placed on the Campground Attendant's campsite by the Department designating said campsite as belonging to the Campground Attendant. Campsite occupants other than Campground Attendant must be approved in writing by Park Ranger.

5. The duties of the Campground Attendant will be those listed in the "Story County Conservation Department Campground Attendant Duties List." Those duties are incorporated herein by reference. By signing below, Campground Attendant acknowledges that he/she has reviewed the job description and asserts that he/she is ready, willing, and able to perform the associated job functions and duties during the term of this Agreement.

The contractor may, at their discretion and subject to Story County Conservation approval, employ such other person or persons as desired to assist required work under this contract. Any employee hired by the contractor will be at contractor's sole expense, and contractor shall assume all liability for any such person(s), including for workers compensation benefits or damage any such employee may do to county property or persons or property present on county owned land. Further, any such person will not be considered an agent or employee of Story County and will not be eligible for nor have any right to claim benefits, compensation, or damages from Story County. Contractor shall have the duty to notify the employee of the limits of Story County's liability and of contractor's duties to contractor's employee(s).

6. The Department, through its supervisor in charge of the area, shall decide all questions which may arise as to the quality, fitness, promptness, and acceptability of service provided by the Campground Attendant to the Department. The supervisor may void or cancel this Campground Attendant agreement by giving oral notice to the Campground Attendant and Director that the Agreement is terminated. That determination and decision shall be final and conclusive.
7. The Story County Conservation Board or the Campground Attendant may terminate this agreement at any time during the period covered by this agreement by giving 48 hours notice to the Park Ranger.

Signature:  3-16-18  
Campground Attendant Date

Signature: \_\_\_\_\_  
Chair, Story County Conservation Board Date

Signature: \_\_\_\_\_  
Chair, Story Co. Board of Supervisors Date

## **Dakins Lake Campground Attendant Duties List**

The following duties are expected to be performed by the contracted campground attendant:

1. Check campgrounds (Main Campground and Primitive Camping) daily to assure that all occupied sites are registered.
2. Sell firewood to campers; give fees to the Park Ranger (or designee) each Friday and Monday.
3. Clean and stock campground shower house at least once daily and as needed on busy weekends to assure cleanliness and safety.
4. Pick up trash as necessary around all camping areas. Check trash cans around park during busy days.
5. Clean shelter house prior to reservations.
6. Check and clean grills in main and primitive campgrounds as needed. Staff will clean weekly.
7. Perform minor maintenance in campgrounds.
8. Assist campers with registration and park information.
9. Inform park users of campground rules and enforce as necessary.
10. Perform other duties as occasionally requested by the conservation staff.

## **Dakins Lake Campground Attendant Contract**

Story County Conservation Board  
56461 180<sup>th</sup> Street, Ames, IA 50010  
515-232-2516- FAX 515-232-6989

This Agreement is entered into between Beverley Chance, hereinafter called the Campground Attendant, and the Story County Conservation Board, hereinafter called the Department, and is effective on the date last signed below.

Whereas, the Department desires to hire a Campground Attendant for Dakins Lake;

Whereas, the Campground Attendant is prepared to and shall furnish Campground Attendant services;

Now therefore, the Department and the Campground Attendant do hereby mutually agree as follows:

1. The selected Campground Attendant is a hired person doing contracted labor. Wage for this labor shall be at the rate of \$240.00/week (paid bi-weekly). Campground Attendant shall log actual hours worked per week and shall not work more than 33 hours in one week. The only compensation paid or provided to Campground Attendant as provided in this Agreement and any other representation to the contrary is void.

The Campground Attendant will not be considered an agent or employee of Story County and will not be eligible for nor have any right to claim benefits, compensation, or damages from Story County.

2. The Campground Attendant will be provided a campsite (valued at \$17/night) within Dakins Lake for a period of 30 weeks commencing on Monday, July 16, 2018 and terminating on Sunday, October 28, 2018. Payment of camping fees for the time period shown above by the Campground Attendant will be waived by the Department in return for services rendered. Campground Attendant will be solely responsible for any necessary reporting to any taxing or similar entity of the benefit of receiving the campsite at no cost by virtue of this Agreement. If, for any reason, this Agreement terminates before the term indicated herein, Campground Attendant shall immediately vacate the campsite.
3. Actual daily scheduled service time will be arranged between the Campground Attendant and the Park Ranger. The Campground Attendant is expected to perform his/her duties daily. The Campground Attendant shall be willing and able to assist campers and the Department staff outside regular scheduled hours as needed.
4. A visible sign will be placed on the Campground Attendant's campsite by the Department designating said campsite as belonging to the Campground Attendant. Campsite occupants other than Campground Attendant must be approved in writing by Park Ranger.

5. The duties of the Campground Attendant will be those listed in the "Story County Conservation Department Campground Attendant Duties List." Those duties are incorporated herein by reference. By signing below, Campground Attendant acknowledges that he/she has reviewed the job description and asserts that he/she is ready, willing, and able to perform the associated job functions and duties during the term of this Agreement.

The contractor may, at their discretion and subject to Story County Conservation approval, employ such other person or persons as desired to assist required work under this contract. Any employee hired by the contractor will be at contractor's sole expense, and contractor shall assume all liability for any such person(s), including for workers compensation benefits or damage any such employee may do to county property or persons or property present on county owned land. Further, any such person will not be considered an agent or employee of Story County and will not be eligible for nor have any right to claim benefits, compensation, or damages from Story County. Contractor shall have the duty to notify the employee of the limits of Story County's liability and of contractor's duties to contractor's employee(s).

6. The Department, through its supervisor in charge of the area, shall decide all questions which may arise as to the quality, fitness, promptness, and acceptability of service provided by the Campground Attendant to the Department. The supervisor may void or cancel this Campground Attendant agreement by giving oral notice to the Campground Attendant and Director that the Agreement is terminated. That determination and decision shall be final and conclusive.
7. The Story County Conservation Board or the Campground Attendant may terminate this agreement at any time during the period covered by this agreement by giving 48 hours notice to the Park Ranger.

Signature: Beverly L. Chance 3/12/18  
Campground Attendant Date

Signature: \_\_\_\_\_  
Chair, Story County Conservation Board Date

Signature: \_\_\_\_\_  
Chair, Story Co. Board of Supervisors Date

## **Dakins Lake Campground Attendant Duties List**

The following duties are expected to be performed by the contracted campground attendant:

1. Check campgrounds (Main Campground and Primitive Camping) daily to assure that all occupied sites are registered.
2. Sell firewood to campers; give fees to the Park Ranger (or designee) each Friday and Monday.
3. Clean and stock campground shower house at least once daily and as needed on busy weekends to assure cleanliness and safety.
4. Pick up trash as necessary around all camping areas. Check trash cans around park during busy days.
5. Clean shelter house prior to reservations.
6. Check and clean grills in main and primitive campgrounds as needed. Staff will clean weekly.
7. Perform minor maintenance in campgrounds.
8. Assist campers with registration and park information.
9. Inform park users of campground rules and enforce as necessary.
10. Perform other duties as occasionally requested by the conservation staff.



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

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### Memorandum

To: Story County Conservation Board

From: Michael D. Cox, Director

Date: March 26, 2018

Re: Consideration of bid award to Boulder Contracting LLC for the Tedesco Environmental Learning Corridor, Phase #2 Construction, for \$930,799 and additive alternate of \$137,989

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Final plans for Phase #2 of the Tedesco Environmental Learning Corridor have been completed. Permits have been acquired, and bids for construction were solicited, opened, and reviewed. Phase #2 construction includes site development and amenities, including trail development.

This project has support from many agencies and partners. These partnerships have facilitated land acquisition, project guiding principles and design, construction, and value-added components. Story County Conservation has been successful in receiving a REAP Development Grant for \$468,582 towards Phase #2.

Staff recommends that the bid, with additive alternate, be awarded to Boulder Contracting LLC for \$930,799 base bid plus alternate of \$137,989 for permeable trail surfacing. The total recommended award is \$1,068,788.

Staff urges your consideration and recommendation for approval by the Story County Board of Supervisors.

March 21, 2018

Story County Conservation Board  
McFarland Park  
56461 180<sup>th</sup> Street  
Ames, IA 50010-9451

RE: Tedesco Environmental Learning Corridor – Bid Package #2

Dear Story County Conservation Board Members,

Six (6) bids were received on March 20, 2018 for the above referenced project. We propose that Story County Conservation Board consider the bids, and award the contract to Boulder Contracting, LLC on the basis of their lowest responsive, responsible base bid of nine hundred thirty thousand seven hundred ninety-nine and 00/100 dollars (\$930,799.00) or their base bid plus Alternate No. 1 of one million sixty-eight thousand seven hundred eighty-eight and 00/100 dollars (\$1,068,788.00). The alternate may be considered and accepted. The total amount will be reflected on the Owner/Contractor Agreement if the alternate is approved. This award is subject to submittal of acceptable bonds and insurance.

Once approval from the board is obtained, please contact our office and we will proceed with obtaining the agreement, bonds, and insurance.

We look forward to working with you on this project. Please call our office if you have any questions or comments regarding the above project.

Sincerely,

SHIVE-HATTERY, INC.



Luke Monat, P.E.  
Project Manager

Enclosures: Bid Tabulation  
Contractor bid forms and bid securities



Client: Story County Conservation  
 Project Name: Tedesco Environmental Learning Corridor - Bid Package #2

Bid Date: March 20, 2018  
 S-H Project No.: 416259-0



I hereby certify that this document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.

Name: Luke T. Monat, P.E.  
 Registration #: 22610

Item Number	Description	Estimated Quantity	Units	Engineers Opinion of Probable Cost		Boulder Contracting, LLC Grundy Center, IA		Caliber Concrete, LLC Adair, IA		Howrey Construction, Inc. Rockwell City, IA		Minturn, Inc. Brooklyn, IA	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	MOBILIZATION	1	LS	\$80,000.00	\$80,000.00	\$75,000.00	\$75,000.00	\$35,750.00	\$35,750.00	\$105,000.00	\$105,000.00	\$105,000.00	\$105,000.00
2	EXCAVATION	3,700	CY	\$5.00	\$18,500.00	\$5.10	\$18,870.00	\$10.27	\$37,999.00	\$5.10	\$18,870.00	\$9.00	\$33,300.00
3	TOPSOIL STRIP, SALVAGE, & RESPREAD	2,850	CY	\$9.00	\$25,650.00	\$5.10	\$14,535.00	\$3.37	\$9,604.50	\$5.10	\$14,535.00	\$12.50	\$35,625.00
4	SUBGRADE PREPARATION, 12"	7,475	SY	\$2.50	\$18,687.50	\$2.10	\$15,697.50	\$3.28	\$24,518.00	\$2.05	\$15,323.75	\$3.90	\$29,152.50
5	TRAIL, PCC, 6"	6,250	SY	\$45.00	\$281,250.00	\$30.65	\$191,562.50	\$31.74	\$198,375.00	\$30.00	\$187,500.00	\$30.00	\$187,500.00
6	SIDEWALK RAMPS	1	LS	\$5,000.00	\$5,000.00	\$5,600.00	\$5,600.00	\$5,341.00	\$5,341.00	\$5,500.00	\$5,500.00	\$5,500.00	\$5,500.00
7	STORM SEWER TRENCHED, RCP, 12"	64	LF	\$80.00	\$5,120.00	\$61.00	\$3,904.00	\$42.46	\$2,717.44	\$61.25	\$3,920.00	\$160.00	\$10,240.00
8	STORM SEWER TRENCHED, RCP, 15"	24	LF	\$90.00	\$2,160.00	\$71.25	\$1,710.00	\$62.89	\$1,509.36	\$71.50	\$1,716.00	\$130.00	\$3,120.00
9	STORM SEWER FLARED END SECTION, RCP, 12"	6	EA	\$1,500.00	\$9,000.00	\$2,100.00	\$12,600.00	\$1,500.00	\$9,000.00	\$2,050.00	\$12,300.00	\$1,925.00	\$11,550.00
10	STORM SEWER FLARED END SECTION, RCP, 15"	2	EA	\$1,800.00	\$3,600.00	\$2,150.00	\$4,300.00	\$1,500.00	\$3,000.00	\$2,150.00	\$4,300.00	\$2,850.00	\$5,700.00
11	CULVERT, CMP, 6"	42	LF	\$25.00	\$1,050.00	\$30.75	\$1,291.50	\$28.61	\$1,201.62	\$30.50	\$1,281.00	\$20.00	\$840.00
12	CULVERT, CMP, 12"	98	LF	\$35.00	\$3,430.00	\$41.00	\$4,018.00	\$44.14	\$4,325.72	\$40.75	\$3,993.50	\$21.50	\$2,107.00
13	PERFORATED DRAIN TILE, 4" PE	212	LF	\$15.00	\$3,180.00	\$31.00	\$6,572.00	\$17.89	\$3,792.68	\$30.50	\$6,466.00	\$12.00	\$2,544.00
14	REVTMENT, CLASS 'D'	61	TON	\$50.00	\$3,050.00	\$76.50	\$4,666.50	\$55.00	\$3,355.00	\$78.75	\$4,803.75	\$61.70	\$3,763.70
15	REVTMENT, GRAVEL/COBBLE	19	TON	\$100.00	\$1,900.00	\$102.00	\$1,938.00	\$100.00	\$1,900.00	\$105.00	\$1,995.00	\$92.50	\$1,757.50
16	COMPACTED LIMESTONE TRAIL	608	TON	\$100.00	\$60,800.00	\$25.75	\$15,656.00	\$59.97	\$36,461.76	\$27.50	\$16,720.00	\$61.00	\$37,088.00
17	SILT FENCE	1,000	LF	\$2.50	\$2,500.00	\$1.65	\$1,650.00	\$1.65	\$1,650.00	\$1.90	\$1,900.00	\$1.50	\$1,500.00
18	STRAW WATTLE, 6" DIAMETER	3,200	LF	\$3.50	\$11,200.00	\$1.65	\$5,280.00	\$1.65	\$5,280.00	\$3.45	\$11,040.00	\$1.50	\$4,800.00
19	TEMPORARY ROLLED EROSION CONTROL PRODUCT, TYPE 2C	5,440	SY	\$2.50	\$13,600.00	\$1.20	\$6,528.00	\$1.10	\$5,984.00	\$1.45	\$7,888.00	\$1.10	\$5,984.00
20	TEMPORARY SEEDING	7.0	AC	\$2,000.00	\$14,000.00	\$1,225.00	\$8,575.00	\$1,320.00	\$9,240.00	\$1,500.00	\$10,500.00	\$1,200.00	\$8,400.00
21	PERMANENT SEEDING	3.7	AC	\$5,000.00	\$18,500.00	\$3,850.00	\$14,245.00	\$4,125.00	\$15,262.50	\$5,750.00	\$21,275.00	\$3,750.00	\$13,875.00
22	PARK AMENITIES - SOUTH ENTRANCE	1	LS	\$42,000.00	\$42,000.00	\$71,000.00	\$71,000.00	\$82,164.00	\$82,164.00	\$99,935.00	\$99,935.00	\$70,000.00	\$70,000.00
23	PARK AMENITIES - OVERLOOK	1	LS	\$160,500.00	\$160,500.00	\$205,000.00	\$205,000.00	\$231,123.00	\$231,123.00	\$215,375.00	\$215,375.00	\$239,800.00	\$239,800.00
24	PARK AMENITIES - THE NEST	1	LS	\$87,550.00	\$87,550.00	\$76,000.00	\$76,000.00	\$76,288.00	\$76,288.00	\$112,660.00	\$112,660.00	\$102,000.00	\$102,000.00
25	PARK AMENITIES - WALNUT GROVE/THE FORD	1	LS	\$15,945.00	\$15,945.00	\$21,000.00	\$21,000.00	\$17,906.00	\$17,906.00	\$18,112.50	\$18,112.50	\$16,450.00	\$16,450.00
26	PARK AMENITIES - WETLAND BOARDWALK	1	LS	\$100,300.00	\$100,300.00	\$125,000.00	\$125,000.00	\$106,700.00	\$106,700.00	\$135,250.00	\$135,250.00	\$111,000.00	\$111,000.00
27	STORMWATER POLLUTION PREVENTION PLAN MANAGEMENT	1	LS	\$5,000.00	\$5,000.00	\$4,100.00	\$4,100.00	\$4,400.00	\$4,400.00	\$6,000.00	\$6,000.00	\$5,000.00	\$5,000.00
28	CONSTRUCTION SURVEY	1	LS	\$15,000.00	\$15,000.00	\$14,500.00	\$14,500.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$12,000.00	\$12,000.00
<b>TOTAL BASE BID FROM UNIT PRICES</b>					<b>\$1,008,472.50</b>		<b>\$930,799.00</b>		<b>\$949,848.58</b>		<b>\$1,059,159.50</b>		<b>\$1,065,596.70</b>
<b>TOTAL BASE BID FROM TOTAL LINE ON SCHEDULE OF BID PRICES</b>							<b>\$930,799.00</b>		<b>\$949,848.54</b>		<b>\$1,059,159.50</b>		<b>\$1,065,596.70</b>
<b>DIFFERENCE</b>							<b>\$0.00</b>		<b>\$0.04</b>		<b>\$0.00</b>		<b>\$0.00</b>
	ALTERNATE BID NO. 1 - DEDUCT COMPACTED LIMESTONE TRAIL	(308)	TON	\$100.00	(\$30,800.00)	\$25.75	(\$7,931.00)	\$59.97	(\$18,470.76)	\$27.50	(\$8,470.00)	\$61.00	(\$18,788.00)
	ALTERNATE BID NO. 1 - ADD PERMEABLE PAVING	9,120	SF	\$10.00	\$91,200.00	\$16.00	\$145,920.00	\$18.00	\$164,160.00	\$19.00	\$173,280.00	\$18.00	\$164,160.00
<b>TOTAL ALTERNATE BID</b>					<b>\$60,400.00</b>		<b>\$137,989.00</b>		<b>\$145,689.24</b>		<b>\$164,810.00</b>		<b>\$145,372.00</b>
<b>TOTAL BASE BID + ALTERNATE BID</b>					<b>\$1,068,872.50</b>		<b>\$1,068,788.00</b>		<b>\$1,095,537.82</b>		<b>\$1,223,969.50</b>		<b>\$1,210,968.70</b>
5% BID SECURITY INCLUDED							✓		✓		✓		✓
ADDENDUM NO.1 ACKNOWLEDGED							✓		✓		✓		✓
BIDDER STATUS FORM INCLUDED							✓		✓		✓		✓
NON-COLLUSION AFFIDAVIT INCLUDED							✓		✓		✓		✓

Client: Story County Conservation  
 Project Name: Tedesco Environmental Learning Corridor - Bid Package #2

Bid Date: March 20, 2018  
 S-H Project No.: 416259-0



**Bid Irregularities:**  
 1.) Caliber Concrete had an incorrect amount listed on the Base Bid total line. The total amount from the sum of extended unit prices was used.  
 2.) Shekar Engineering, PLC had an incorrect extended amount on Alternate Bid No. 1 - Permeable Paving. The unit price amount was used and the total amount corrected.  
 3.) MPS Engineers, P.C. had an incorrect extended amount on Alternate Bid No. 1 - Permeable Paving. The unit price amount was used and the total amount corrected.

Item Number	Description	Estimated Quantity	Units	Shekar Engineering, PLC Des Moines, IA		MPS Engineers, P.C. Des Moines, IA		UNIT PRICE SUMMARY		
				Unit Price	Amount	Unit Price	Amount	Average	Lowest	Highest
1	MOBILIZATION	1	LS	\$65,000.00	\$65,000.00	\$96,000.00	\$96,000.00	\$80,291.67	\$35,750.00	\$105,000.00
2	EXCAVATION	3,700	CY	\$13.50	\$49,950.00	\$12.00	\$44,400.00	\$9.16	\$5.10	\$13.50
3	TOPSOIL STRIP, SALVAGE, & RESPREAD	2,850	CY	\$14.30	\$40,755.00	\$18.00	\$51,300.00	\$9.73	\$3.37	\$18.00
4	SUBGRADE PREPARATION, 12"	7,475	SY	\$5.00	\$37,375.00	\$6.00	\$44,850.00	\$3.72	\$2.05	\$6.00
5	TRAIL, PCC, 6"	6,250	SY	\$42.50	\$265,625.00	\$42.75	\$267,187.50	\$34.61	\$30.00	\$42.75
6	SIDEWALK RAMPS	1	LS	\$4,000.00	\$4,000.00	\$3,275.00	\$3,275.00	\$4,869.33	\$3,275.00	\$5,600.00
7	STORM SEWER TRENCHED, RCP, 12"	64	LF	\$165.00	\$10,560.00	\$78.00	\$4,992.00	\$94.62	\$42.46	\$165.00
8	STORM SEWER TRENCHED, RCP, 15"	24	LF	\$130.00	\$3,120.00	\$88.00	\$2,112.00	\$92.27	\$62.89	\$130.00
9	STORM SEWER FLARED END SECTION, RCP, 12"	6	EA	\$1,965.00	\$11,790.00	\$1,895.00	\$11,370.00	\$1,905.83	\$1,500.00	\$2,100.00
10	STORM SEWER FLARED END SECTION, RCP, 15"	2	EA	\$2,890.00	\$5,780.00	\$2,195.00	\$4,390.00	\$2,289.17	\$1,500.00	\$2,890.00
11	CULVERT, CMP, 6"	42	LF	\$25.00	\$1,050.00	\$42.00	\$1,764.00	\$29.48	\$20.00	\$42.00
12	CULVERT, CMP, 12"	98	LF	\$30.00	\$2,940.00	\$54.00	\$5,292.00	\$38.57	\$21.50	\$54.00
13	PERFORATED DRAIN TILE, 4" PE	212	LF	\$22.00	\$4,664.00	\$16.00	\$3,392.00	\$21.57	\$12.00	\$31.00
14	REVTMENT, CLASS 'D'	61	TON	\$75.00	\$4,575.00	\$78.00	\$4,758.00	\$70.83	\$55.00	\$78.75
15	REVTMENT, GRAVEL/COBBLE	19	TON	\$90.00	\$1,710.00	\$68.00	\$1,292.00	\$92.92	\$68.00	\$105.00
16	COMPACTED LIMESTONE TRAIL	608	TON	\$64.50	\$39,216.00	\$32.00	\$19,456.00	\$45.12	\$25.75	\$64.50
17	SILT FENCE	1,000	LF	\$1.70	\$1,700.00	\$1.55	\$1,550.00	\$1.66	\$1.50	\$1.90
18	STRAW WATTLE, 6" DIAMETER	3,200.0	LF	\$3.00	\$9,600.00	\$1.55	\$4,960.00	\$2.13	\$1.50	\$3.45
19	TEMPORARY ROLLED EROSION CONTROL PRODUCT, TYPE 2C	5,440.0	SY	\$1.25	\$6,800.00	\$1.15	\$6,256.00	\$1.21	\$1.10	\$1.45
20	TEMPORARY SEEDING	7.0	AC	\$1,200.00	\$8,400.00	\$1,250.00	\$8,750.00	\$1,282.50	\$1,200.00	\$1,500.00
21	PERMANENT SEEDING	3.7	AC	\$5,400.00	\$19,980.00	\$3,800.00	\$14,060.00	\$4,445.83	\$3,750.00	\$5,750.00
22	PARK AMENITIES - SOUTH ENTRANCE	1.0	LS	\$76,273.00	\$76,273.00	\$70,125.00	\$70,125.00	\$78,249.50	\$70,000.00	\$99,935.00
23	PARK AMENITIES - OVERLOOK	1	LS	\$191,950.00	\$191,950.00	\$192,050.00	\$192,050.00	\$212,549.67	\$191,950.00	\$239,800.00
24	PARK AMENITIES - THE NEST	1	LS	\$94,950.00	\$94,950.00	\$88,250.00	\$88,250.00	\$91,691.33	\$76,000.00	\$112,660.00
25	PARK AMENITIES - WALNUT GROVE/THE FORD	1	LS	\$12,600.00	\$12,600.00	\$25,000.00	\$25,000.00	\$18,511.42	\$12,600.00	\$25,000.00
26	PARK AMENITIES - WETLAND BOARDWALK	1	LS	\$95,350.00	\$95,350.00	\$129,825.00	\$129,825.00	\$117,187.50	\$95,350.00	\$135,250.00
27	STORMWATER POLLUTION PREVENTION PLAN MANAGEMENT	1	LS	\$5,000.00	\$5,000.00	\$5,500.00	\$5,500.00	\$5,000.00	\$4,100.00	\$6,000.00
28	CONSTRUCTION SURVEY	1	LS	\$16,000.00	\$16,000.00	\$16,680.00	\$16,680.00	\$14,863.33	\$12,000.00	\$16,680.00
<b>TOTAL BASE BID FROM UNIT PRICES</b>					<b>\$1,086,713.00</b>		<b>\$1,128,836.50</b>			
<b>TOTAL BASE BID FROM TOTAL LINE ON SCHEDULE OF BID PRICES</b>					<b>\$1,086,713.00</b>		<b>\$1,128,836.50</b>			
<b>DIFFERENCE</b>					<b>\$0.00</b>		<b>\$0.00</b>			
	ALTERNATE BID NO. 1 - DEDUCT COMPACTED LIMESTONE TRAIL	(308)	TON	\$64.50	(\$19,866.00)	\$32.00	(\$9,856.00)			
	ALTERNATE BID NO. 1 - ADD PERMEABLE PAVING	9,120	SF	\$16.18	\$147,561.60	\$18.00	\$164,160.00			
<b>TOTAL ALTERNATE BID</b>					<b>\$127,695.60</b>		<b>\$154,304.00</b>			
<b>TOTAL BASE BID + ALTERNATE BID</b>					<b>\$1,214,408.60</b>		<b>\$1,283,140.50</b>			
5% BID SECURITY INCLUDED					✓		✓			
ADDENDUM NO. 1 ACKNOWLEDGED					✓		✓			
BIDDER STATUS FORM INCLUDED					✓		✓			
NON-COLLUSION AFFIDAVIT INCLUDED					✓		✓			

**DOCUMENT 00 0510  
NOTICE OF AWARD**

Dated: March 23, 2018

TO: Boulder Contracting, Inc.

ADDRESS: 25789 N Avenue  
Grundy Center, IA 50638

PROJECT: Tedesco Environmental Learning Corridor  
BP#2 Trail Paving & Park Amenities

CONTRACT FOR: Bid Package #2  
Trail Paving & Park Amenities

You are notified that your Bid dated March 20, 2018, for the above contract has been considered. You are the apparent successful bidder for a contract for the Tedesco Environmental Learning Corridor, Bid Package #2 – Trail Paving & Park Amenities.

The Contract Price of your contract is One Million, Sixty-Eight Thousand, Seven Hundred Eighty-Eight Dollars & 00/100 (\$1,068,788.00), founded on your base bid plus accepted Alternate 1, in accordance with your bid.

Shive-Hattery will have Action Reprographics send any returned sets of bid documents to your office for your use.

Please provide the following upon receipt of this award and owner-general contractor agreement.

1. Deliver to Shive-Hattery, Inc. one electronic fully executed copy of this Notice of Award.
2. Deliver to Shive-Hattery, Inc. two fully executed counterpart of the forthcoming Owner/Contractor Agreement. Each must bear your signature. Once received, Shive-Hattery will return to the Owner for execution.
3. Deliver to Shive-Hattery, Inc. following the execution of the Agreement the Performance Bond and Payment Bond.
4. Deliver to Shive-Hattery, Inc. the Certificate of Insurance. Note the requirements for a Power-of-Attorney or other evidence indicating that the person signing this Certificate of Insurance is the authorized representative of the insurance company. In addition, the contractor is required to name the Owner, Shive-Hattery, Inc., and their agents as additional insureds. This statement must appear on all insurance certificates.
5. Submit to Shive-Hattery, Inc. a submittal schedule and project milestone schedule prior to the pre-construction meeting.
6. Submit to Shive-Hattery, Inc. a completed sub-contractors and suppliers list prior to the pre-construction meeting.

Failure to comply with these conditions may entitle the Owner to consider your bid in default, to annul this Notice of Award and to declare your Bid Security forfeited.

Upon execution, the Owner will return to you one fully signed counterpart of the Agreement with the Contract Documents attached.

Prepare submittals such as shop drawings, certifications, samples, etc. per the specifications as soon as possible. All submittals must be approved before any item may be manufactured or purchased.

**Tedesco Environmental Learning Corridor –  
BP#2 Trail Paving & Park Amenities  
416259-0**

**DOCUMENT 00 0510  
NOTICE OF AWARD**

You, as general contractor, are responsible for getting a Preconstruction Conference scheduled per section 01 3000. It is required that representative from your firm in charge of the project, and any key subcontractors, attend this meeting. We will discuss the administrative details of the project and answer any questions you may have relative to the project at that time.

\_\_\_\_\_  
Owner

By:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

**ACCEPTANCE OF AWARD**

\_\_\_\_\_  
Contractor

By:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

END OF DOCUMENT



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

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Memorandum

To: Story County Conservation Board

From: Michael D. Cox, Director

Date: March 26, 2018

Re: Consideration of Amendment #2 to Agreement between Shive-Hattery, Inc. and Story County Conservation for Tedesco Environmental Learning Corridor

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The attached amendment secures the services of Shive-Hattery, Inc. for additional bid phase services, construction administration, and construction observation for Bid Package #2.

These services will incur an additional \$127,300 in costs to the project.

Staff urges your recommendation for approval by the Story County Board of Supervisors.

**AMENDMENT TO AGREEMENT**  
**between SHIVE-HATTERY, INC. AND THE CLIENT**

**ATTN:** Michael Cox  
**CLIENT:** Story County, IA Conservation Board  
McFarland Park  
56461 180th Street  
Ames, IA 50010-9451

**PROJECT:** Story County Conservation ISU Research Park Greenbelt Park

**PROJECT LOCATION:** Ames, IA

**ORIGINAL AGREEMENT DATE:** July 27, 2016

**AMENDMENT NO.:** 2

**AMENDMENT DATE:** March 5, 2018

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**

The provided services are revised as follows:

ADD

Bid Phase Services, Construction Administration, and Construction Observation

Tasks for the Scope of Services are revised as follows:

ADD

**I. Bid Package #2 BID PHASE SERVICES**

- A. Schedule and attend one pre-bid meeting anticipated to be held at the Tedesco Environmental Learning Corridor.
- B. Answer a reasonable amount of contractor questions during bidding and prepare addenda and clarifications as requested.
- C. Attend bid opening conducted by Story County Board of Supervisors and prepare a bid tabulation of bids received.
- D. Assist Story County Conservation with reviewing the bids received and identifying the responsive, responsible low bidder.
- E. Notify unsuccessful bidders.



## II. Bid Package #2 CONTRACT ADMINISTRATION/CONSTRUCTION OBSERVATION

- A. Obtain Contractor qualifications, subcontractors, bonds, and insurance, and prepare construction contract.
- B. Schedule and conduct one (1) preconstruction meeting.
- C. Attend biweekly construction progress meetings.
- D. Prepare, review, and/or process paperwork for the project including submittals, shop drawings, change orders, requests for information, pay requests, etc.
- E. Answer contractor questions.
- F. Provide construction observation. The level of construction observation on the project will vary with construction activity. We anticipate providing an average of one (1) weekly construction observation visit with additional visits during paving operations and other infrastructure construction. Prepare observation reports to document observed construction activities and observations determining compliance with contract documents. We understand that Story County Conservation staff will also be providing construction visits for the project and can coordinate questions that arise with S-H.
- G. Perform Construction materials testing to include moisture and density compaction of subgrade as well as testing of fresh concrete air and slump.
- H. Prepare final punchlist and process close-out paperwork.
- I. Incorporate changes during construction into Record Drawings.

## III. Bid Package #2 ADDITIONAL DESIGN SERVICES

- A. Additional review meetings and design efforts associated with the extension of the design schedule of bid package 2 improvements. (\$4,500)
- B. Structural and Architectural design and drafting for the shipping container shade/viewing platform structures. (\$7,200)
- C. Design, grading, drainage analysis, and research for secondary trail development and surfacing. (\$5,500)
- D. Roth Property Renderings (\$1,400)
- E. Environmental Graphic Design Services: (\$18,200)
  1. Kick-off meeting: Conduct a kick-off meeting with appointed stakeholders and Owner to discuss and collect exhibit content and understand Owner expectations.
  2. Design and Layout: Prepare preliminary design for eight (8) Interpretive Exhibits and two (2) park maps for use in upright frames. Preliminary design shall illustrate proposed layout, graphics, and interpretive content. Panel templates will be based off of previous SCC interpretive panels to reinforce SCC branding.
  3. Progress meeting: Conduct a progress meeting with appointed stakeholders and Owner to discuss and review exhibit content and receive first round of comments.
  4. Update design layouts based on owner comments.
  5. Provide second electronic draft for owner review and make corrections resulting from comments.
  6. Final Approval & Art Preparation: Prepare final fabrication-ready artwork for interpretive exhibits and park maps. The Owner will provide written final approval and authorization to proceed with preparation of fabrication-ready artwork.
  7. Environmental Graphic Deliverables: Content Development, Graphic Design & Layout of All Interpretive Exhibits and Park Map: Graphic layout, illustrations, narrative, and artwork will be provided in the following formats; JPEG digital files, PDF digital files and available

digital file formats as agreed upon by the Owner and Consultant. Graphic Designs shall include the following fabrication ready art work:

- a) Create six (6) 48" x 36" interpretive exhibit panels for installation in upright frames. – two (2) park maps to be located at the east and west trail entrances to the park and four (4) interpretive exhibit panels representing the 4 C's (themes) of the environmental learning corridor
- b) Create four (4) 36" x 24" interpretive exhibit panels - two (2) rail mounted frames (one at each bridge) and two (2) cantilevered frames (one at the nest and one at the wetland boardwalk).

**CLIENT RESPONSIBILITIES**

Client Responsibilities are revised as follows:

NO CHANGES

**SCHEDULE**

The Schedule is revised as follows:

We will begin our services upon receipt of this Agreement executed by you which will serve as a notice to proceed.

- We will meet with you to develop a mutually agreed-upon schedule for the Scope of Services.

**COMPENSATION**

The Compensation is revised as follows:

ADD

Amendment #2

Description	Fee Type	Fee	Estimated Expenses	Total
BP #2 BID PHASE SERVICES	Hourly w/Max	\$5,500	\$0	\$5,500
BP #2 CA/CO	Hourly w/Max	\$75,500	\$9,500	\$85,000
BP #2 ADDITIONAL DESIGN SERVICES	Hourly w/Max	\$36,600	\$200	\$36,800
<b>ESTIMATED TOTAL</b>		\$117,600	\$9,700	<b>\$127,300</b>

Fee Types:

- Hourly w/Max - We will provide the Scope of Services on an hourly rate basis at our Standard Hourly Fee Schedule in effect at the time that the services are performed. We will not exceed the estimated amounts above without your prior authorization.

Expenses:

- Estimated amount - The estimated expense amounts above will be reimbursed in accordance with our Reimbursable Expense Fee Schedule in effect at the time that the expense is incurred. We will not exceed the amounts without your prior authorization.

**ADDITIONAL SERVICES**

The Additional Services are revised as follows:

NO CHANGES

**EXHIBITS**

The Exhibits are revised as follows:

NO CHANGES

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

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**AMENDMENT ACCEPTED AND SERVICES AUTHORIZED TO PROCEED**

CLIENT: Story County, IA Board of Supervisors

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_  
(signature)

PRINTED NAME: \_\_\_\_\_ DATE ACCEPTED: \_\_\_\_\_

**STANDARD HOURLY FEE SCHEDULE**  
**Effective January 1, 2018 to December 31, 2018**

**PROFESSIONAL STAFF:**

Grade 1	\$ 86.00
Grade 2	\$103.00
Grade 3	\$116.00
Grade 4	\$130.00
Grade 5	\$142.00
Grade 6	\$155.00
Grade 7	\$168.00
Grade 8	\$185.00
Grade 9	\$202.00

**TECHNICAL STAFF:**

Grade 1	\$ 60.00
Grade 2	\$ 74.00
Grade 3	\$ 83.00
Grade 4	\$ 91.00
Grade 5	\$103.00
Grade 6	\$116.00
Grade 7	\$130.00

**ADMIN STAFF:** \$ 59.00

**SURVEY STAFF:**

One Person	\$122.00
Two Person	\$187.00
Scanning Surveyor	\$150.00
Surveyor with 2 scanners	\$200.00

**REIMBURSABLE EXPENSES:**

**TRAVEL**

Mileage- Car/Truck	\$0.54/ Mile
Mileage- Survey Trucks	\$0.64/ Mile
Lodging, Meals	Cost + 10%
Airfare	Cost + 10%
Car Rental	Cost + 10%

**IN-HOUSE SERVICES**

**Prints/Plots:**

Bond	\$ .30/Sq. Ft.
Mylar	\$ .75/Sq. Ft.
Photogloss	\$ .90/Sq. Ft.
Color Bond	\$ .60/Sq. Ft.
Foam Core Mounting	\$ 13.00

**OUTSIDE SERVICES**

Computer Services	Cost + 10%
Aerial Photogrammetry	Cost + 10%
Professional Services	Cost + 10%
Prints/Plots/Photos	Cost + 10%
Deliveries	Cost + 10%

**Color Prints:**

Letter Size	\$ 1.00
Legal Size	\$ 2.00



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

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Memorandum

To: Story County Conservation Board

From: Michael Cox, Director

Date: March 26, 2018

Re: Consideration of Agreement of Services between Story County Conservation Board and Snyder & Associates for Heart of Iowa Nature Trail Paving Improvements

---

The attached agreement secures services with Snyder & Associates for paving improvements on the Heart of Iowa Nature Trail. Snyder & Associates will provide planning for overall improvement needs on the trail and design services for the first paving project between Slater and Huxley. The agreement includes design and bid document preparation.

This request is for \$46,500; the project was budgeted and approved for \$25,000 in the FY18 Conservation budget, leaving a shortage of \$21,500. Staff requests that the additional \$21,500 be spent from Story County's Energy Transfer Fund per Resolution #17-36 approved by the Story County Board of Supervisors on November 8, 2016.

Staff urges your consideration and recommendation of this agreement and the expenditure of \$21,500 from the Energy Transfer Fund for approval by the Story County Board of Supervisors.



March 6, 2018

Patrick Shehan  
Story County Conservation Board  
56461 180<sup>th</sup> Street  
Ames, IA 50010

RE: HEART OF IOWA NATURE TRAIL PAVING IMPROVEMENTS  
STORY COUNTY, IOWA

Dear Pat:

Per our discussion on January 4, 2018, Snyder & Associates, Inc. proposes the following services toward improvements of the Heart of Iowa Nature Trail. Two tasks are envisioned:

- Task 1: Planning phase of overall improvement needs for the trail
- Task 2: Design services for the first paving project from Slater to Huxley.

***Task 1: Heart of Iowa Nature Trail Improvement Master Plan***

Snyder & Associates, Inc. will prepare a bound report with maps, photos, tables and text detailing all of the improvement needs throughout the Heart of Iowa Nature Trail corridor through Story County.

Sections will include:

- Drainage improvements and culvert conditions
- Intersection safety and condition reports
- Cost estimates
- Implementation plan

**Not to Exceed Fee.....\$ 10,000**

***Task 2: Heart of Iowa Nature Trail Paving Phase I – Slater to Huxley***

Please see the attached draft scope of design services for this project.

**Not to Exceed Fee.....\$ 36,500**

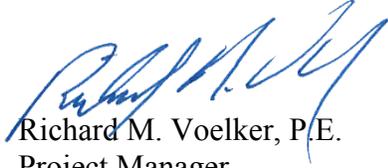
Please review the scope and attached information and let me know if you have any desired scope changes and advise which services you would like included in an agreement of services.

Patrick Shehan  
Story County Conservation Board  
March 6, 2018  
Page 2 of 2

We greatly appreciate the opportunity to be of additional service to Story County Conservation.

Sincerely,

SNYDER & ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read "Richard M. Voelker".

Richard M. Voelker, P.E.  
Project Manager

RMV/kdd

---

**NOW ON THIS** \_\_\_\_ day of \_\_\_\_\_, 2018, **Snyder & Associates, Inc.**,  
2727 SW Snyder Boulevard., Ankeny, IA 50023 (hereinafter, Professional), and  
Story County Conservation, 56461 180th Street, Ames, IA 50010  
(hereinafter, Client) do hereby agree as follows:

---

1. **PROJECT:** Professional agrees to provide Professional Services (Services) for Client's project known and identified as: Heart of Iowa Nature Trail – Phase I Paving, Slater to Huxley, and Trail Improvement Master Plan
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. **TIMELINESS:** Professional will perform its services with reasonable diligence and expediency consistent with sound professional practices and within the time period(s), if any, set forth in Exhibit A.
4. **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. Client shall promptly report to Professional any defects or suspected defects in the Professional's Services of which Client becomes aware. Withholdings, deductions or offsets shall not 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.
5. **INVOICE, PAYMENT, INTEREST, SUSPENSION:** 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. 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 interest, then to expenses, then to principal.
6. **RELIANCE:** The Client shall furnish, at its expense, all information, requirements, reports, data, surveys and instructions required by this Agreement and Professional may use such furnished information and material in performing its services and is entitled to rely upon the accuracy and completeness thereof. The 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. **ASSIGNMENT:** Client shall not transfer, sublet or assign any rights or duties under or interest in this Agreement, without the prior written consent of Professional.
8. **OWNERSHIP OF INSTRUMENTS OF SERVICE:** All reports, drawings, specifications, electronic and hard copy files, field data, notes and other documents and instruments prepared by Professional for the Project are acknowledged to be instruments of service and shall remain the property of the Professional. The Professional shall retain all common law, statutory and other reserved rights, including, without limitation, the copyrights thereto. If Professional agrees to allow transfer of its electronic media file(s), Client understands and agrees that as a condition precedent, it will sign the Professional's "Electronic Media Transfer Agreement" form prior to the transfer of an electronic media file.

## ADDITIONAL TERMS AND CONDITIONS

9. **MUTUAL INDEMNIFICATION:** The Professional and the Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, arising from their own negligent acts, errors or omissions, or willful misconduct in the performance of their services, duties and responsibilities under this Agreement, to the extent that each party is responsible for such damages, liabilities and costs on a comparative basis of fault.
10. **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.
11. **LIMITATION:** In allocating the risks of this Project and notwithstanding any other provision of this Agreement, the Client agrees to limit, to the maximum extent permitted by law, the Professional's liability for the Client's damages to the available limits of the Professional's applicable insurance coverage. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.
12. **DISPUTE RESOLUTION:** Any disputes that arise during the Project or following the completion of the Project will be resolved by representatives from each party who have authority to settle. Those issues not resolved shall be submitted to formal nonbinding mediation prior to submission to a court of competent jurisdiction.
13. **TERMINATION:** The Client may terminate this Agreement for the Client's convenience and without cause upon giving the Professional not less than fifteen (15) calendar days' written notice. Either party may terminate this Agreement for cause upon giving the other party not less than fifteen (15) calendar days' written notice for any of the following reasons:
  - 13.1. Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;
  - 13.2. 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;
  - 13.3. Suspension of the Project or the Professional's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate;
  - 13.4. 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.
  - 13.5. In the event of termination of this Agreement by either party, the Client shall within thirty (30) calendar days of termination pay the Professional for all compliant 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.
14. **INDEPENDENT CONTRACTOR STATUS:** Professional agrees that the relationship between Professional and the Client is that of an independent contractor for employment tax purposes. The Professional shall be solely responsible for all taxes relating to payments under this Agreement including those of employees.
15. **SEVERABILITY:** 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.
16. **SURVIVAL:** 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.
17. **GOVERNING LAW AND JURISDICTION:** The Client and the Professional agree that this Agreement and any legal actions concerning its validity, interpretation and 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. 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. **INCORPORATION BY REFERENCE:** It is understood and agreed that the provisions of the following attached Exhibits are incorporated herein and by this reference made a part of this Agreement:

**Exhibit A Scope of Services**  
**Exhibit C Insurance**

**Exhibit B Fee Schedule**  
**Exhibit**

\_\_\_\_\_(Client)

**SNYDER & ASSOCIATES, INC. (Professional)**

By: \_\_\_\_\_  
(Authorized agent)

By:   
(Authorized agent)

\_\_\_\_\_  
(Printed or typed signature)

  
(Printed or typed signature)

Route executed copy to:

**EXHIBIT A****HEART OF IOWA NATURE TRAIL  
PHASE 1 PAVING – SLATER TO HUXLEY  
MASTER PLAN****SCOPE OF SERVICES:****I. PROJECT DESCRIPTION**

The Consultant shall provide Professional Services as required to complete the preparation and assembly of the PROJECT as described as follows:

The Heart of Iowa Trail Extension Project from the intersection of 1<sup>st</sup> Avenue North and Greene Street in Slater to the intersection of 535<sup>th</sup> Avenue and County Road E63 which is an approximate distance of 3.3 miles. In general, 3 miles will be along an existing aggregate trail system and 0.3 miles will be along new alignment within established right-of-way. Scope of services include project administration, topographic survey, preliminary design, final design, preparation of construction plans, and bidding assistance. It is the Consultant's understanding that this project will be designed and let as one project with one set of Construction Documents, the project will be locally let, and Iowa SUDAS will be used for design guidance and construction specifications.

**II. SCOPE OF SERVICES****A. BASIC PROFESSIONAL SERVICES****1. Project Administration**

- a. Monthly progress reports and invoicing to the Client.
- b. Project coordination with the Client, County, and utility companies. Two (2) meetings are assumed.
- c. Project design review and coordinate with the Client. Two (2) meetings are assumed.
- d. Heart of Iowa Nature Trail Improvement Master Plan

- i. Snyder & Associates, Inc. will prepare a bound report with maps, photos, tables and text detailing all of the improvement needs throughout the Heart of Iowa Nature Trail corridor through Story County.

Sections will include:

1. Drainage improvements and culvert conditions
2. Intersection safety and condition reports
3. Cost estimates
4. Implementation plan

## 2. Topographic Survey

- ii. The Consultant shall provide topographic survey within the project area described above as follows:
- iii. Horizontal Datum and Vertical Datum of mutual agreement with the Client.
- iv. Set a minimum of one permanent benchmark on site with description and elevation to the nearest 0.01 foot. Larger sites will require benchmarks at intervals not to exceed 1000 feet horizontal or 25 feet vertical.
- v. Spot elevations displayed to the nearest 0.01 feet to be included for shots. An approximate 50 grid will be used along the existing trail alignment surveying the centerline and edge of trail. Along undeveloped areas within the project limits additional survey will include grade breaks such as tops, toes, drainage ways, tops and bottoms of retaining walls, visible improvements such as structures, parking, signs, sidewalks and other visible features above grade will be shown. Below grade non-visible structures or improvements will be shown from information as provided by site owner and would be approximate. Below grade non-visible structures may require further investigation if potentially in conflict with proposed site improvements. Existing building structures shown are not intended for architectural design or civil site plan design. Specific information required for that purpose should be provided by a specific scope of services. However, this service can be provided upon request with additional fees.
- vi. Location of trees 6 inches caliper and greater not lying within wooded area will be noted as deciduous or coniferous. Location of trees 6 inches caliper or larger will be surveyed.
- vii. Consultant shall provide known existing utility information based on record information, surface evidence, as-built drawings and utility company field locates. This service includes: contacting Iowa One Call, following Chapter 480 of the Iowa Code to locate existing public utilities on the site, performing a field survey locating visible utilities and the location of below grade utility locates by Iowa One Call. Private utility locates are not included with this service and, if known, will be shown as map location. Specific information required for that purpose should be provided by a specific scope of services. However, this service can be provided upon request with additional fees. This service of utilities shown in conjunction with ASCE Standard CI/ASCE 38-02 constitutes a Quality Level “C” Subsurface Utility Engineering.

## 3. Preliminary Design

Consultant shall perform preliminary design work necessary to define the project scope and order of magnitude construction costs. Preliminary design and plan production to include; title sheet, general project notes, typical sections, trail plan and profile, general grading limits, drainage review, and other pertinent information to show overall scope

and limits of the project. Within developed trail areas the Consultant to use Lidar to review drainage.

Consultant shall submit a preliminary plan set and opinion of probable construction costs to the Client for review and comment.

#### 4. Final Design

When preliminary plans are reviewed and upon notice from the Client to proceed on Final Design the Consultant shall prepare final design details and construction plans for the project. Final design and plan production to include; detailed project notes, project staging information, estimated construction quantities, estimate reference information, plan profile sheets showing horizontal and vertical components, construction limits, ditch grading, and trail culvert information, trail ramp details, road crossing details, survey control information, alignment data, existing utility locations, utility adjustments, storm water pollution prevention plan (SWPPP), and cross sections at 50' intervals within undeveloped trail locations and 100' intervals within developed trail locations. Iowa SUDAS will be used at the general specifications and the Consultant to prepare the "front end" documents and supplemental specifications, if needed. Consultant to prepare Notice of Intent for the NPDES Permit application. Client to pay for all applicable permit fees.

Consultant shall submit a Check Plan set and opinion of probable construction costs to the Client for review and comment.

Consultant shall submit a Bid Document set and opinion of probable construction costs to the Client.

The Consultant shall prepare a statement of the total probable cost for the project based upon the design developed for both plan submittals. Statements of probable construction costs prepared by the Consultant represent the best judgment as a design professional familiar with the construction industry. It is recognized, however, that the Consultant has no control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding or market conditions. Accordingly, the Consultant does not guarantee that any actual cost will not vary from any cost estimate prepared by the Consultant.

#### 5. Bid Letting and Plan Distribution

This scope of services includes one project bid letting and one set of Construction Documents that will be bid locally.

Upon receipt of the Client authorizing the bidding of the project, the Consultant shall; supply the Client with all applicable documentation to let the project, assist the Client in soliciting of bids by distributing the bid documents to interested contractors and plan rooms and document plan holders, prepare and facilitate electronic plan distribution via Quest Construction Data Network, send Notice of Bidders to Construction Update Network through Master Builders of Iowa and to the Client for posting on their website, assist the Client in clarification of the project design and issue addenda as required, attend the bid letting, tabulate bids, and make a recommendation to Client regarding award to the project.

#### 6. Changes in the Scope of Services

The Client may request Extra Services for the Consultant not included in the Scope of Services as outlined, Extra Services may include, but not be limited to, expanding of the scope of the project and work to be completed, requesting the development of various documents; traffic related studies; aesthetic design; submittal/application/permit fees; cultural, biological, or NEPA studies or documentation; wetland delineation, permitting, and mitigation; hydraulic studies, boundary survey, easement and property acquisition assistance, construction services, alternative analysis, structural design, and 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.

### III. PROJECT SCHEDULE

The Project, from authorization of this Agreement through the final design, shall be performed by the Consultant in accordance with a schedule mutually developed by the Client and the Consultant.

### IV. COMPENSATION AND TERMS OF PAYMENT

The Client shall pay the Consultant in accordance with the terms and conditions of this Agreement. The total Project fee is broken down as described below.

The Professional Services fee shall be on the basis of hourly rates and expenses as outlined in the Consultant's Standard Fee Schedule. Total fees of services shall not exceed the following without approval of the Client.

Project Administration	\$4,500
Master Plan	\$10,000
Topographic Survey	\$6,500
Preliminary Design	\$13,500
Final Design	\$9,000
<u>Bid Letting and Plan Distribution</u>	<u>\$3,000</u>
Total Basic Professional Services Fees.....	\$46,500

**SNYDER & ASSOCIATES, INC.**  
**2018-19**  
**STANDARD FEE SCHEDULE**

Billing Classification/Level	Billing Rate
<b>Professional</b>	
<i>Engineer, Landscape Architect, Land Surveyor, Legal, GIS, Environmental Scientist Project Manager, Planner, Right-of-Way Agent, Graphic Designer</i>	
Principal II	\$202.00 /hour
Principal I	\$191.00 /hour
Senior	\$171.00 /hour
VIII	\$158.00 /hour
VII	\$150.00 /hour
VI	\$144.00 /hour
V	\$134.00 /hour
IV	\$124.00 /hour
III	\$113.00 /hour
II	\$103.00 /hour
I	\$90.00 /hour
<b>Technical</b>	
<i>Technicians--CADD, Survey, Construction Observation</i>	
Lead	\$121.00 /hour
Senior	\$116.00 /hour
VIII	\$108.00 /hour
VII	\$100.00 /hour
VI	\$89.00 /hour
V	\$80.00 /hour
IV	\$74.00 /hour
III	\$62.00 /hour
II	\$54.00 /hour
I	\$47.00 /hour
<b>Administrative</b>	
II	\$62.00 /hour
I	\$50.00 /hour
<b>Reimbursables</b>	
Mileage	<i>current IRS standard rate</i>
Outside Services	<i>As Invoiced</i>

EXHIBIT C  
SNYDER & ASSOCIATES, INC.  
SHUCK-BRITSON, INC.  
SNYDER & ASSOCIATES ENGINEERS & PLANNERS, INC.  
INSURANCE

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1. **INSURANCE.** The Professional will endeavor to obtain and maintain the following insurance policies with coverage and limits as indicated for the period of design and construction of the Project and for a period of three (3) years following substantial completion, if such coverage is reasonably available at commercially affordable premiums. Professional will provide certificates of insurance showing the following coverage:
  - 1.1. **Commercial General Liability Policy** with limits of \$1,000,000.00 each occurrence and \$2,000,000.00 general aggregate per project. This policy shall be written or endorsed to include the following provisions:
    - 1.1.1. Client and Owner shall be named as additional insureds with 30 day notice of cancellation.
    - 1.1.2. Products/Completed Operations
    - 1.1.3. Personal and Advertising Injury
    - 1.1.4. Damage to Rented Premises
    - 1.1.5. Waiver of Subrogation
  - 1.2. **Commercial Automobile Liability Policy** with limits of \$1,000,000.00 each accident, combined single limits. This policy shall be written or endorsed to include the following:
    - 1.2.1. Client and Owner shall be named as additional insureds with 30 day notice of cancellation.
    - 1.2.2. Any Auto; Hired Autos; and, Non-owned Autos.
  - 1.3. **Umbrella Liability Policy** with limits of \$5,000,000.00 each occurrence and \$5,000,000.00 aggregate with \$10,000.00 retention.
  - 1.4. **Professional Liability Policy** with limits of \$2,000,000.00 per claim and \$4,000,000.00 aggregate.
    - 1.4.1. Client and Owner to be given 30 day notice of cancellation.
  - 1.5. **Workers Compensation Policy** as required by statute, including Employers' Liability, with limits of:
    - 1.5.1. \$1,000,000.00 each accident
    - 1.5.2. \$1,000,000.00 Disease - each employee
    - 1.5.3. \$1,000,000.00 Disease – policy limit
2. The indicated coverage shall be subject to all of the terms, exclusions and conditions of the policies.
3. For the purposes of this Agreement, *reasonably available* shall mean that the Professional can secure at least three premium quotes for comparable coverage by admitted, A.M. Best Co. A-rated carriers. *Commercially affordable* shall mean the premium charged is no more than a multiple of one and one-half (1 ½ ) times the premium paid for comparable coverage in place when this Agreement was executed.



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

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## Memorandum

To: Story County Conservation Board

Through: Michael D. Cox, Director

From: Ryan M. Wiemold, Parks Superintendent

Date: March 26, 2018

Re: Consideration of contract between Conley's Trucking, Inc. and Story County Conservation Board to haul and spread rock at Dakins Lake for \$21,450

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The attached contract is for road rock to be hauled and spread at Dakins Lake. This additional rock will improve the condition of the park roads and bring them up to their original specifications--providing a better road around the park and in the campground.

This project was budgeted and approved in the FY18 Conservation budget.

Staff urges your consideration of this contract and recommendation for approval by the Story County Board of Supervisors.

