

**STORY COUNTY CONSERVATION BOARD
BOARD OF DIRECTORS**

AGENDA - September 2, 2020 - 9:00AM

Originating From Story County Conservation Center
Public Access Provided Via Conference Call

1. SPECIAL NOTE TO THE PUBLIC: Due To Recommendations To Limit Gatherings To No More Than Ten (10) People In Order To Help Slow The Spread Of The COVID-19 Virus, Public Access To The Meeting Will Be Provided Via Conference Call To The Meeting.

Members of the public who would like to call in:

Dial 515-603-3144

Enter 895791# when prompted for the access code

We ask that you please mute your phone if possible.

2. CALL TO ORDER
3. ROLL CALL
4. STATEMENT EXPLAINING WHY A MEETING IN PERSON IS IMPOSSIBLE OR IMPRACTICAL, PER CODE SECTION 21.8.1
5. REVIEW AGENDA AND HANDOUTS
6. ACTION:
 - A. Consideration Of Contract With Manatt's, Inc. For Hickory Grove Park Road Resurfacing Project For \$206,367.12.

Documents:

[HGP ROAD RESURFACING - MANATTS CONTRACT.PDF](#)

- B. Consideration Of Bid Award For The Heart Of Iowa Nature Trail - Slater Connector.

7. PUBLIC COMMENTS
8. OTHER/UPDATES
9. 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.



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 Conservation Board

Through: Michael D. Cox, Director

From: Ryan M. Wiemold, Parks Superintendent

Date: September 2, 2020

Re: Consideration of Contract with Manatt's, Inc. for Hickory Grove Park Road Resurfacing Project for \$206,367.12.

The attached contract with Manatt's, Inc. is for road resurfacing at Hickory Grove Park. Manatt's was the low responsive, responsible bidder out of two companies which submitted bids. The contracted amount is for \$206,367.12.

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

Approval

Disapproval

Date

Date

CONTRACT

STORY County -- 366-HMA Paving

Project Number: SCCB-2020-01

THIS AGREEMENT made and entered by and between STORY County, Iowa, by its Board of Supervisors consisting of: Linda Murken (Chairperson), Lisa Heddens, Lauris Olson, Contracting Authority, and MANATT'S, INC. of, BROOKLYN, IA 52211-0535, Contractor.

WITNESSETH: That the contractor, for and in consideration of Two Hundred Six Thousand Three Hundred Sixty Seven Dollars and Twelve Cents (\$206,367.12) payable as set forth in the specifications constituting a part of this contract, hereby agrees to construct in accordance with the plans and specification therefore, and in the locations designated in the notice to bidders, the various items of work as listed in the quantity and unit price tabulation

Said specifications and plans are hereby made a part of and the basis of this agreement, and a true copy of said plans and specifications are now on file in the office of the County Auditor under the date of 7/14/2020

That in consideration of the foregoing, the Contracting Authority hereby agrees to pay the Contractor, promptly and according to the requirements of the specifications the amounts set forth, subject to the conditions as set forth in the specifications

That it is mutually understood and agreed by the parties hereto that the notice to bidders, the proposal, the specifications for Project No. SCCB-2020-01 in STORY County, Iowa, the within contract, the contractor's bond and the general and detailed plans are and constitute the basis of the contract between the parties hereto.

That it is further understood and agreed by the parties of this contract that the above work shall be commenced and completed on or before:

| Work Days | Date Type | Date | Liquidated Damages Per Day |
|-----------|-----------------|-----------|----------------------------|
| N/A | Completion Date | 5/21/2021 | \$1,000.00 |

That time is the essence of this contract and that said contract contains all of the terms and conditions agreed upon the parties hereto.

It is further understood that the Contractor consents to the jurisdiction of the courts of Iowa to hear, determine and render judgment as to any controversy arising hereunder.

IN WITNESS WHEREOF the parties hereto have set their hands for the purposes herein expressed to this and three other instruments of like tenor, as of the ____ Day of _____, 2020

STORY County Iowa, Contracting Authority

Chairperson, County Board of Supervisors

Date

Chairperson, Story County Conservation Board

Date

MANATT'S, INC., Contractor

Ashley Lint
Signature

42-1377409
Federal ID

SCHEDULE OF PRICES -- CONTRACT

STORY County, Iowa -- Project SCCB-2020-01

Type of work : 366-HMA Paving

| | Item Number | Description | Units | Quantity | Unit Price | Total |
|-----------------------|--------------|--|-------|----------|------------|---------------------|
| 1. | 2102-0425071 | SPECIAL BACKFILL | CY | 118.4 | \$63.00 | \$7,459.20 |
| 2. | 2102-2710070 | EXCAVATION, CLASS 10, ROADWAY AND BORROW | CY | 191.4 | \$48.00 | \$9,187.20 |
| 3. | 2212-0475095 | CLEANING AND PREPARATION OF BASE | MILE | 0.6 | \$2,800.00 | \$1,680.00 |
| 4. | 2212-5070310 | PATCHES, FULL-DEPTH REPAIR | SY | 472.2 | \$60.00 | \$28,332.00 |
| 5. | 2212-5070330 | PATCHES BY COUNT (REPAIR) | EACH | 3 | \$175.00 | \$525.00 |
| 6. | 2214-5145150 | PAVEMENT SCARIFICATION | SY | 17.3 | \$51.50 | \$890.95 |
| 7. | 2303-1131500 | HOT MIX ASPHALT STANDARD TRAFFIC, BASE COURSE, 1/2 IN. MIX | SY | 1063.3 | \$15.00 | \$15,949.50 |
| 8. | 2303-1132500 | HOT MIX ASPHALT STANDARD TRAFFIC, INTERMEDIATE COURSE 1/2 IN. MIX | SY | 8540.9 | \$7.20 | \$61,494.48 |
| 9. | 2303-1133500 | HOT MIX ASPHALT STANDARD TRAFFIC, SURFACE COURSE, 1/2 IN. MIX, NO SPECIAL FRICTION REQUIREMENT | SY | 8540.9 | \$7.20 | \$61,494.48 |
| 10. | 2417-1040015 | CULVERT, CORRUGATED METAL ENTRANCE PIPE, 15 IN. DIA. | LF | 40 | \$87.00 | \$3,480.00 |
| 11. | 2510-6745850 | REMOVAL OF PAVEMENT | SY | 312.6 | \$11.85 | \$3,704.31 |
| 12. | 2527-9263112 | PAINTED PAVEMENT MARKINGS, HIGH-BUILD WATERBORNE | STA | 5.00 | \$600.00 | \$3,000.00 |
| 13. | 2528-8445110 | TRAFFIC CONTROL | LS | 1.00 | \$1,200.00 | \$1,200.00 |
| 14. | 2528-8445113 | FLAGGERS | EACH | 6 | \$495.00 | \$2,970.00 |
| 15. | 2533-4980005 | MOBILIZATION | LS | 1.00 | \$5,000.00 | \$5,000.00 |
| Contract Total | | | | | | \$206,367.12 |

STANDARD SPECIFICATIONS OF THE IDOT, SERIES 2015, AND CURRENT SUPPLEMENTAL SPECIFICATIONS SHALL APPLY.

The County, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

IOWA DOT CONTRACTOR'S PERFORMANCE BOND

Bond Number: IAC591025

Contract I.D.: _____

County: Story

KNOW ALL PERSONS BY THESE PRESENTS: That we,

Mmatl's, Inc.

of 1775 Old 6 Road, Brooklyn, IA 52211

(hereinafter called the Principal) and **Merchants Bonding Company (Mutual)**

of 6700 Westown Parkway, West Des Moines, IA 50266

(hereinafter called the Surety) are held and firmly bound unto the

Story County Board of Supervisors
(Iowa DOT, County, or City name, etc.)

(hereinafter called the Contracting Authority) Iowa, in the sum of

two hundred six thousand three hundred sixty-seven and twelve hundredths dollars

(\$206,367.12).

lawful money of the United States, to the payment of which sum, well and truly to be made, we bind ourselves, our executors, administrators, successors, and assigns jointly and severally by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT whereas the above bounden Principal did enter into a written contract

with the Contracting Authority to perform

Project No.: **SCCB-2020-01 366-HMA Paving, Story County**

Copy of which contract, together with all of its terms, covenants, conditions, and stipulations, is incorporated herein and made a part hereof as fully and completely as if said contract were recited at length; and whereas, the principal and sureties on this bond hereby agree to pay all persons, firms, or corporations having contracts directly with the principal or with subcontractors, all just claims due them for labor performed or materials furnished, in the performance of the contract on account of which this bond is given, when the same are not satisfied out of the portion of the contract price which the public corporation is required to retain until completion of the public improvements, but the principal and sureties 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.

Now, if the principal shall in all respects fulfill his said contract according to the terms and tenor thereof, and shall satisfy all claims and demands incurred for the same, and shall fully indemnify and save harmless the Contracting Authority from all costs and damages which it may suffer by reason of failure to do so and shall fully reimburse and repay the Contracting Authority all outlays and expense which it may incur in making good any such default, then the obligation is to be void and of no effect; otherwise to remain in full force and effect. Every surety on this bond shall be deemed and held, any contract to the contrary notwithstanding, to consent without notice:

1. To any extension of time to the contractor in which to perform the contract.
2. That the bond shall remain in full force and effect until the contract is 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 is being charged against the contractor.
3. To any change in the plans, specifications, or contract, when such change does not involve an increase of more than 20 percent of the total contract price, and shall then be released only as to such excess increase.
4. That no provision of this bond or of any other contract shall be valid which limits to less than five years from the completion of the contract the right to sue on this bond for defects in work quality or material not discovered or known to the Contracting Authority at the time such work is accepted.

This bond is to be considered a performance bond and secures the Contracting Authority the right to recover from the contractor on account of material or labor entered into the work or work performed not in accordance with the contract, specifications, or plans. The contractor does not by this obligation guarantee to maintain the work for five years.

IOWA DOT CONTRACTOR'S PERFORMANCE BOND

Bond Number: IAC591025

Contract I.D.: _____

County: Story

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 25th day of August, 2020.

Manatt's, Inc.
By: Ashley Hint Principal
Contract Admin. Title

Merchants Bonding Company (Mutual)
By: John McKusker Surety
John McKusker Attorney-in-Fact Title

Address: P.O. Box 14498, Des Moines, IA 50306-3498

By: _____ Principal
_____ Title

By: _____ Surety
_____ Title

Address: _____

By: _____ Principal
_____ Title

By: _____ Surety
_____ Title

Address: _____

For contracts where a County Board of Supervisors is the Contracting Authority:

This bond approved by the Board of Supervisors of _____ County,
this _____ day of _____,

Signature Title

For contracts where neither the DOT nor a County Board of Supervisors is the Contracting Authority:

This bond approved by the _____
(Contracting Authority)
this _____ day of _____,

Signature Title

DISCLOSURE STATEMENT FOR CONTRACTOR'S PERFORMANCE BONDS

The information requested will be used by the Iowa Department of Transportation to determine if a contractor/vendor is bonded in accord with the requirements established by the contracting authority. This secures the DOT and for the State of Iowa the right to recover from the contractor/vendor if material or labor entered into the work performed is not in accord with the contract, specifications, or plans. Persons outside the Department may occasionally request this information. Failure to provide all required information will result in denial of the award of the contract.

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

John McKusker

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.

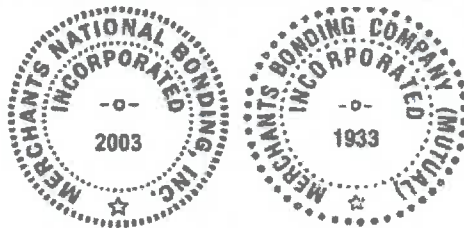
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, 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 authority 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 25th day of August, 2020.

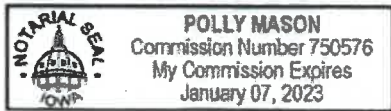


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 25th day of August, 2020, 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.



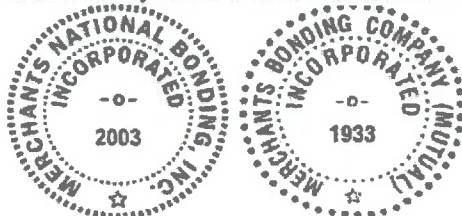
Polly Mason

Notary Public

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

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

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 25th day of August, 2020.



William Warner Jr.
Secretary