



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: Patrick Shehan, Special Projects Ranger

Date: May 10, 2021

Re: Consideration of an Amendment to Agreement between Shive-Hattery and Story County Conservation for the Praeri Rail Trail Paving Project in Zearing for an Additional \$5,000.

This Amendment to Agreement is a balancing change to reflect additional work entailed during the work on the paving project in Zearing. Shive-Hattery incurred an additional \$8,400 on coordination with the contractor and DOT above their limit due to the schedule extension and contractor unresponsiveness. Shive-Hattery has agreed to share this additional cost burden. This will serve as the final invoice for this project. Funding for this is available in the project.

Staff requests your approval of this Amendment of Agreement and recommendation of approval to the Board of Supervisors.

Approval

Disapproval

Date

Date

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: April 26, 2021

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. Extended Construction Phase Services: The construction schedule has been delayed from a 2019 completion to a 2020 completion due to weather, contractor delays, and DOT audit process. The following services were provided:
 - a. Tasks to be completed by the Consultant during construction:
 - 1) Perform pre-final project review and prepare remaining work items to be completed prior to final review;
 - 2) Perform final project review with Iowa DOT and Owner representatives;
 - 3) 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 early 2021.

COMPENSATION

The Compensation is revised as follows:

ADD

Description	Fee	Fee Type	Estimated Reimbursable Expenses
Extended Construction Phase Services	\$5,000	Hourly	Included in Fee
TOTAL			\$5,000

Fee Types:

- 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:

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

AMENDMENT ACCEPTED AND SERVICES AUTHORIZED TO PROCEED

CLIENT: Story County Conservation

BY: _____ TITLE: _____
(signature)

PRINTED NAME: _____ DATE ACCEPTED: _____

Copy: Patrick Shehan

Story County Board of Supervisors

BY: _____ TITLE: _____
(signature)

PRINTED NAME: _____ DATE ACCEPTED: _____