



BOARD MEETING

June 12, 2024

Fort Des Moines Park, Shelter #3
7200 SE 5th St, Des Moines, IA 50315
5:30 PM

PCC BOARD MEETING AGENDA

- 1) Roll Call
- 2) Public Comments
- 3) Public Hearing – Great Western Trail Improvements
- 4) Financial Reports (pg 3)
- 5) Policy & Procedure Discussion Topic – Storm Shelters/Storm Events
- 6) Action on the Minutes of the Previous Meeting(s) (pg 6)

CONSENT AGENDA

Note: These are routine items and will be enacted by one roll call vote without separate discussion unless a Board Member or member of the public requests an item be removed to be considered separately. Please notify a PCCB Member to have an item removed.

- 7) Approving bill list.
- 8) Awarding the agreement for oak wilt survey at Brown's Woods with Jake's Woods, LLC in an amount not to exceed \$25,000. (pg 11)
- 9) Awarding a contract to American Greens for the installation of additional run-out turf and artificial turf at the base area of the Sleepy Hollow Snowflex hill in an amount not to exceed \$72,600.00. (pg 12)

ACTION ITEMS

- 10) Approving the cooperative agreement between Polk County Conservation and the Iowa Department of Natural Resources (DNR) for the Easter Lake shoreline stabilization project, contingent on DNR approval. (pg 15)
- 11) Approving the agreement for design and engineering of shoreline stabilization at Easter Lake with Snyder and Associates in an amount not to exceed \$65,250 plus a 10% contingency. (pg 27)
- 12) Awarding the contract for well installation at Chichaqua Bottoms Greenbelt to Thorpe Water Development Company in a contract amount of \$143,635.48 plus a 10% contingency. (pg 28)
- 13) Approving the purchase of a 79-acre property in the Chichaqua Bottoms Greenbelt from Kent Lehs. (pg 31)
- 14) Approving Personal Leave to Permanent Part-Time employees who work 40+ hours per bi-weekly pay cycle. (pg 33)
- 15) Approving Plans, Specifications, Engineer's estimate and form of Contract for the Great Western Trail Improvements project to TK Concrete, Inc. in a contract amount of \$517,511.00 plus a 10% contingency. (pg 35)
- 16) Approving the Mitigation Rights Purchase Agreement between Sandy Creek Partners, LLC (SCP) and the Polk County Conservation Board (PCC) and authorize the Director to sign said agreement. (pg 102)

BOARD DISCUSSION

Director Remarks

Board Chair & Members Remarks

CLOSED SESSION

- 17) Going into closed session pursuant to Iowa Code Section 21.5(j) to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property. (pg 123)

ADJOURNMENT

Upcoming Events

- June 7-9 – Free Fishing Weekend in Iowa
- June 8 – [Break the Cycle Challenge](#) bike event at 6 am, High Trestle Trail & Chichaqua Valley Trail
- June 8/9 – [Times of Future Past](#) at Sleepy Hollow
- June 9 – [Beginner Skate Clinic](#) at 9:30 am, Lauridsen Skatepark
- June 12 – Polk County Conservation Board Meeting at 5:30 pm, Fort Des Moines Park
- June 15 – [Hillbilly Bike Ride](#), Chichaqua Valley Trail
- June 15 – [Native Plant Sale](#), Outdoor Recreation and Wellness Center
- June 15 – [Beginner Skate Clinic](#) at 9:30 am, Lauridsen Skatepark
- June 19 – Juneteenth Holiday
 - o PCC offices and Nature Center closed.
 - o Sleepy Hollow and Athene North Shore open.
- June 22 – Fish with a Father at 7 am, Fort Des Moines Park
- June 23 – [Beginner Skate Clinic](#) at 9:30 am, Lauridsen Skatepark
- June 28-30 – No Coast Jiu Jitsu Grappling Camp, Chichaqua Bottoms Longhouse
- July 4 – Independence Day Holiday
 - o PCC offices closed.
 - o Nature Center, Sleepy Hollow and Athene North Shore open.
- July 10 -- Polk County Conservation Board Meeting at 5:30 pm, Yellow Banks Park

For more information on agenda items or to receive an accommodation to participate in a meeting, hearing, service, program or activity conducted by this office, please contact Polk County Conservation Office at 515-323-5300 or visit the office (12130 NW 128th St, Granger, Iowa). The information identified on this agenda may be obtained in accessible formats by qualified persons with a disability. PCCB meeting agendas are available to the public at the Polk County Conservation Office on Monday afternoon preceding Wednesday's Board meeting. Citizens can also view the Board agenda on Agency's website at www.leadingyououtdoors.org or request to receive meeting notices and agendas by email by calling the office or sending their request via email to pccb_info@polkcountyiowa.gov

2023-24 Revenue Budget
- as of 5/31/24 (91.67% of budget year expired)

	UNIT	Revenue Budget	Total Revenues Received	Balance Due	% Received
General - Fund 1					
0212	Conservation Infrastructure	\$ 20,000	\$ 20,000	\$ -	0.0%
0213	Equipment	\$ 53,280	\$ 53,280	\$ -	100.0%
6006	Environmental Ed	\$ 127,000	\$ 109,874	\$ 17,126	86.5%
6009	Natural Resources	\$ 114,000	\$ 128,382	\$ (14,382)	112.6%
6101	Administration	\$ 26,900	\$ 12,686	\$ 14,214	47.2%
6103	Community Outreach	\$ -	\$ -	\$ -	0.0%
6104	Conservation Grants	\$ 4,100	\$ 4,100	\$ 0	100.0%
6110	Parks Advocacy Unit	\$ 740,000	\$ 593,993	\$ 146,007	80.3%
6118	Fleet Services	\$ 15,000	\$ 8,528	\$ 6,472	56.9%
6119	Construction/Maint.	\$ 3,970	\$ 3,970	\$ -	0.0%
6124	Equestrian Center	\$ 215,000	\$ 245,621	\$ (30,621)	114.2%
Sub-Total - General Fund 1		\$ 1,319,250	\$ 1,180,434	\$ 138,816	89.5%
Conservation Special Projects- Fund 6					
6125	JP Lodge	\$ 97,000	\$ 97,759	\$ (759)	100.8%
6127	Miscellaneous	\$ 7,500	\$ 9,429	\$ (1,929)	125.7%
6128	Cabins	\$ 140,000	\$ 123,253	\$ 16,747	88.0%
6129	Laurisden Skatepark	\$ 35,000	\$ 18,067	\$ 16,933	51.6%
6131	Athene North Shore	\$ -	\$ 2,584	\$ (2,584)	#DIV/0!
Sub-Total - General Fund 6		\$ 279,500	\$ 251,092	\$ 28,408	89.8%
REAP - Fund 26					
0211	Resource Enhancement	\$ 143,000	\$ 145,931	\$ (2,931)	102.0%
Reserve - Fund 50					
6126	Mitigation Banking	\$ 200,000	\$ 295,650	\$ (95,650)	147.8%
Bond - Fund 51					
0210/0215	Water & Land Dev & Trails	\$ 6,465,000	\$ 5,307,532	\$ 1,157,468	82.1%
Conservation Enterprises - Fund 286					
6121	Golf Course	\$ 350,800	\$ 398,179	\$ (47,379)	113.5%
6126	Sleepy Hollow	\$ 404,200	\$ 269,515	\$ 134,685	66.7%
Sub-Total - Enterprises Fund 286		\$ 755,000	\$ 667,694	\$ 87,306	88.4%
Grand Total - Conservation		\$ 9,161,750	\$ 7,848,333	\$ 1,313,417	85.7%

2023 - 2024 Expense Budget
- as of 5/31/24 (91.67% of budget year expired)

UNIT #	UNIT	Expense Budget	Total Expended	Balance Remaining	% Expended
General - Fund 1					
0212	Conservation Infrastructure	\$ 30,000	\$ 30,000	\$ -	100.0%
0213	Equipment	\$ 536,591	\$ 536,591	\$ -	100.0%
6006	Environmental Ed	\$ 763,956	\$ 668,579	\$ 95,377	87.5%
6009	Natural Resources	\$ 1,514,322	\$ 1,400,704	\$ 113,618	92.5%
6101	Administration	\$ 1,296,266	\$ 1,071,860	\$ 224,406	82.7%
6103	Community Outreach	\$ 252,043	\$ 208,624	\$ 43,419	82.8%
6104	Conservation Grants-FEMA	\$ -	\$ -	\$ -	0.0%
6110	Parks Advocacy Unit	\$ 1,796,086	\$ 1,672,046	\$ 124,040	93.1%
6118	Fleet Services	\$ 743,581	\$ 714,587	\$ 28,994	96.1%
6119	Construction/Maint.	\$ 858,863	\$ 699,178	\$ 159,685	81.4%
6124	Equestrian Center	\$ 844,372	\$ 864,616	\$ (20,244)	102.4%
Sub-Total - General Fund 1		\$ 8,636,080	\$ 7,866,785	\$ 769,295	91.1%
6125	JP Lodge	\$ 26,500	\$ 10,066	\$ 16,434	38.0%
6127	Miscellaneous	\$ 33,665	\$ 27,744	\$ 5,921	82.4%
6128	JP Cabins	\$ 79,298	\$ 57,188	\$ 22,110	72.1%
6129	Laurisden Skatepark	\$ 591,551	\$ 182,743	\$ 408,808	30.9%
6131	Athene North Shore	\$ 26,500	\$ 1,044	\$ 25,456	3.9%
Sub-Total - General Fund 6		\$ 757,514	\$ 278,785	\$ 478,729	36.8%
General Supplemental - Fund 2					
All Units	Benefits (IPERS/FICA/Ins, Etc.)	\$ 1,900,337	\$ 1,748,015	\$ 152,322	92.0%
Risk Management - Fund 3					
6100	Insurance, Med., Work. Comp.	\$ 50,000	\$ 47,302	\$ 2,698	94.6%
REAP - Fund 26					
0211	Resource Enhancement	\$ 132,000	\$ 44,410	\$ 87,590	33.6%
Mitigation Banking - Fund 31					
6003	Mitigation Banking	\$ 100,000	\$ 76,987	\$ 23,013	77.0%
Bond - Fund 51					
0210/0215	Water & Land Dev & Trails	\$ 22,105,629	\$ 19,888,615	\$ 2,217,014	90.0%
Conservation Enterprises - Fund 286		\$ -			
6121	Golf Course	\$ 399,500	\$ 62,582	\$ 336,918	15.7%
6126	Sleepy Hollow	\$ 2,366,346	\$ 1,434,147	\$ 932,199	60.6%
Sub-Total - Enterprises Fund 286		\$ 2,765,846	\$ 1,496,729	\$ 1,269,117	54.1%
Grand Total - Conservation		\$ 36,447,406	\$ 31,447,628	\$ 4,999,778	86.3%

2021 Bond PCWLL EXPENDITURES AS OF :

May 31, 2024

SUB-LEDGER	PROJECT	May 2022 BOND ISSUANCE	ACTUAL CONSTRUCTION EXPENDITURES	ACTUAL ENGINEERING EXPENDITURES	ACTUAL MISCELLANEOUS EXPENDITURES	GRANT REVENUES AND DONATIONS	ACTUAL COSTS TO DATE	ACTUAL BALANCE REMAINING
C05-R003	GAY LEA WILSON TRAIL CONNECTION (DSM-ANKENY)	\$ (6,500)				\$ (6,500)	\$ (6,500)	\$ -
C12-6221	JP NATURE CENTER	\$ 68,793					\$ -	\$ 68,793
C12-6222	CBG MASTER PLAN	\$ -			\$ 12,496		\$ 12,496	\$ (12,496)
C12-6228	JP PARK IMPROVEMENTS	\$ 787,000	\$ 510,325	\$ 3,923	\$ 335,576		\$ 849,823	\$ (62,823)
C12-6231	TM PARK IMPROVEMENTS& SHOWER HOUSE		\$ 398,000	\$ 6,190	\$ 9,650		\$ 413,840	\$ (413,840)
C12-6232	YB PARK IMPROVEMENTS	\$ 63,256					\$ -	\$ 63,256
C12-6233	TRAIL IMPROVEMENTS ALL AREAS	\$ 250,000		\$ 67,908	\$ 89,974		\$ 157,881	\$ 92,119
C12-6242	ROAD & PARKING LOT RESURFACING ALL AREAS	\$313,666	\$ 42,652	\$ 31,097	\$ 53,122		\$ 126,872	\$ 186,795
C12-9999	MISC MINOR IMPR, EQUIP & INTEREST	\$1,032			\$ 1,032		\$ 1,032	\$ (0)
C12-6250	YB PRIEST PROPERTY ACQUISITION	\$ 15,169			\$ 15,169		\$ 15,169	\$ -
C13-6256	PCWLL PUBLIC AWARENESS	\$ -			\$ 4,930		\$ 4,930	\$ (4,930)
C13-6258	NATURAL AREA RESTORATIONS	\$1,221,662		\$ 22,747	\$ 1,521,365	\$ (250,950)	\$ 1,293,163	\$ (71,501)
	SOFT TRAIL UPGRADES	\$ 100,000			\$ 4,324		\$ 4,324	\$ 95,676
C14-6272	EL RAIN GARDENS				\$ 7	\$ 12,604	\$ 12,611	\$ (12,611)
C14-6275	GWT	\$ -					\$ -	\$ -
C15-6277	WATER QUALITY	\$1,857,705	\$ 456,953	\$ 80,826	\$ 1,135,857	\$ (1,267,950)	\$ 405,686	\$ 1,452,019
C17-6291	4-MILE BANE PROPERTY	\$ 27,762			\$ 27,762		\$ 27,762	\$ (0)
C17-6297	CBG-DYKSTRA PROPERTY	\$ 3,404		\$ 3,404		\$ (50,000)	\$ (46,596)	\$ 50,000
C17-6299	CBG-K KIMBERLY PROPERTY	\$835,850			\$ 3,492	\$ (422,879)	\$ (419,387)	\$ 1,255,237
C18-6312	MISCELLANEOUS LAND	\$23,185		\$ 4,785	\$ 10,600	\$ -	\$ 15,385	\$ 7,800
C19-6324	4-MILE GREENWAY RESTORATION	\$17,652			\$ 11,000		\$ 11,000	\$ 6,652
C19-6327	EL - NORTH SHORE IMPROVEMENTS	\$500,000	\$ 4,454,411	\$ 1,075,775	\$ 468,262	\$ (927,188)	\$ 5,071,260	\$ (4,571,260)
C19-6334	CBG LANE PROPERTY	\$19,548			\$ 19,548		\$ 19,548	\$ 0
C20-6343	4-MILE/SLEEPY HOLLOW	\$2,850,000	\$ 1,112,509	\$ 173,168	\$ 1,401,339		\$ 2,687,016	\$ 162,984
C20-6343	4-MILE/SLEEPY HOLLOW LAND ACQUISITION	\$1,752,500			\$ 1,752,500		\$ 1,752,500	\$ -
C20-6346	JESTER PARK CAMPGROUND IMPROVEMENTS	\$ 550,000		\$ 5,914	\$ 239,803		\$ 245,717	\$ 304,283
C20-6348	ARTIFACTS	\$ 54,710			\$ 54,710		\$ 54,710	\$ -
C20-6349	FOURMILE BIKE PARK	\$ 150,000		\$ 107,610	\$ 28,839	\$ (2,000)	\$ 134,449	\$ 15,551
C20-6352	HTT TO POLK CITY	\$ 523,825		\$ 4,652	\$ 519,173		\$ 523,825	\$ -
C20-6353	SPECK PROPERTY	\$ 20,388			\$ 20,388		\$ 20,388	\$ 0
C21-6354	TRAILS END MITIGATION BANKING	\$4,000,000	\$ 8,357,005	\$ 249,131	\$ 4,190	\$ (3,127,701)	\$ 5,482,624	\$ (1,482,624)
C22-6355	SUSTAINABILITY	\$320,000			\$ 369,974		\$ 369,974	\$ (49,974)
C22-6356	4-MILE/MEEK	\$ 232,684			\$ 232,684		\$ 232,684	\$ (0)
C22-6357	4-MILE/LOCKARD	\$ 2,260		\$ 380	\$ 1,880		\$ 2,260	\$ -
C23-6358	CBG - BAILEY PROPERTY	\$ 435,529			\$ 465,529	\$ (91,642)	\$ 373,887	\$ 61,642
C23-6359	SKATEPARK PARKING LOT	\$ 250,000		\$ 202,774	\$ 27		\$ 202,801	\$ 47,199
	BOS	\$ 2,100,000					\$ -	\$ 2,100,000
C23-6360	SEPTICS	\$ 300,000		\$ 3,785	\$ 134,892	\$ -	\$ 138,677	\$ 161,323
	BOS	\$ 300,000					\$ -	\$ 300,000
C23-6361	ALLEMAN/ZIEL	\$ 378,227		\$ 2,930	\$375,297		\$ 378,227	\$ 0
C23-6362	CAMP DODGE/HARDING	\$ 10,464			\$ 1,300,464	\$ (1,300,400)	\$ 64	\$ 10,400
C23-6363	YE-DEATON (MILDRED)	\$ 317,172			\$ 317,172		\$ 317,172	\$ 0
C23-6364	BRENTON SLOUGH	\$ 231			\$ 231		\$ 231	\$ -
C24-6365	BRANDING	\$ 175,000			\$ 171,217		\$ 171,217	\$ 3,784
C24-6366	ICON WATER TRAILS	\$ 1,500,000			\$ 1,249,386		\$ 1,249,386	\$ 250,614
C24-6367	WATER TRAILS - CONSERVATION	\$ -		\$ 5,188			\$ 5,188	\$ (5,188)
C24-6368	JPEC - MOLD REMEDIATION	\$ 13,343	\$ -		\$ 20,569		\$ 20,569	\$ (7,226)
C24-6369	CMO SHOP	\$ 180,000		\$ 17,628	\$ 5,091		\$ 22,719	\$ 157,281
C24-6370	JPNC TERRACE	\$ 100,000		\$ 49,600	\$ 31		\$ 49,631	\$ 50,369

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May 31, 2024

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C24-6372	DEIA INITIATIVE	\$ 25,000			\$ 7,925		\$ 7,925	\$ 17,075
C24-6373	PUBLIC ART	\$ 40,000			\$ 25,982		\$ 25,982	\$ 14,018
C24-6374	TRAILS END MITIGATION BANKING II	\$ -		\$ 34,737	\$ 14,304		\$ 49,041	\$ (49,041)
C24-6375	CAMP DODGE/KARIMI	\$ 248,190			\$ 248,190		\$ 248,190	\$ (0)
C24-6376	TECHNOLOGY	\$ 10,000			\$ 4,950		\$ 4,950	\$ 5,050
C24-6379	EASTER LAKE SOUTH SHORE	\$ -			\$ 712		\$ 712	\$ (712)
C22-9999	MINOR BOND IMPROVEMENTS	\$ 542,225			\$ 591,730	\$ (2,000)	\$ 589,730	\$ (47,505)
	JPEC ROOF REPLACEMENT	\$ 154,995			\$ 154,995		\$ 154,995	\$ (0)
	FUEL TANK REPLACEMENT	\$ 69,055			\$ 69,055		\$ 69,055	\$ 0
	YB OAK VIEW POND PIERS	\$ 25,000					\$ -	\$ 25,000
C22-9998	INTEREST INCOME	\$ (1,175,000)				\$ (1,220,235)	\$ (1,220,235)	\$ 45,235
	CBG-SKUNK RIVER BRIDGE	\$ -					\$ -	\$ -
	BROADWAY TO NEAL SMITH TRAIL	\$ -					\$ -	\$ -
	TM PLAYGROUND RENOVATIONS	\$ 400,000					\$ -	\$ 400,000
	RETENTION FEE (5%)	\$ 1,250,000					\$ -	\$ 1,250,000
	TAXABLE PORTION OF BOND	\$ 3,000,000					\$ -	\$ 3,000,000
LAND ACQ	LAND ACQUISITIONS	\$ 10,915					\$ -	\$ 10,915
		\$ 27,215,896	\$ 15,331,855	\$ 2,161,751	\$ 13,509,391	\$ (8,656,841)	\$ 22,346,157	\$ 4,869,740



AGENDA OUTLINE/MINUTES TEMPLATE

May 8, 2024
Jester Park Nature Center Classrooms
12130 NW 128th St, Granger, IA 50109
5:00 Workshop
5:30 PM – PCC Board Meeting

PROCEEDINGS OF THE POLK COUNTY CONSERVATION BOARD (ESTABLISHED 1956)

The Polk County Conservation Board met in person for a pre-meeting workshop on Wednesday, May 8, 2024. The meeting was called to order at 5:05 p.m.

Workshop Topic: Revenues Forecasting Model – Natalie McFarlane

Roll Call **NO ROLL CALL TAKEN DUE TO LACK OF QUORUM**

Members Present: Mollenhauer, Altringer

Members Absent: Crane, Feltner, Lewis,

MOTION: ~~Moved by _____ to adjourn. Seconded by _____.~~

VOTE YEA: **NO MOTION OR VOTE TAKEN DUE TO LACK OF QUORUM**

Members Absent:

The Polk County Conservation Board met in person for regular session Wednesday, May 8, 2024. The meeting was called to order at 5:32 p.m.

- #24-0501 Roll Call
Members Present: Mollenhauer, Altringer, Lewis, Crane (arrived after roll call)
Members Absent: Feltner
- #24-0502 Public Comments
- #24-0503 New Employee Introduction
 - a. Lindsey Page – Naturalist
 - b. Adriyel Mondloch – Sleepy Hollow Administrative Specialist
 - c. Sara O'Connell – Youth Corps Coordinator
- #24-0504 Financial Reports (pg 3)
- #24-0505 Policy & Procedure Discussion Topic – MyCountyParks.com overview – Zoey Schorzmam
- #24-0506 Presentation – Americorps – Lindsey Page
- #24-0507 Action on the Minutes of the Previous Meeting(s) (pg 6)

MOVED BY Crane to approve the April 10, 2024 meeting minutes.

SECONDED BY Lewis

Vote Yea: Lewis, Mollenhauer, Crane, Altringer

Members Absent: Feltner

CONSENT AGENDA

- #24-0508 Approving bill list.
- #24-0509 Approving a lease agreement between Polk County Conservation Board and Central Iowa Trail Association for Sycamore Trail for a term of 25 years. (pg 11)
- #24-0510 Awarding contract to Impact 7G for archaeological services on various properties at Chichaqua Bottoms Greenbelt in the amount of \$75,870. (pg 18)
- #24-0511 Approving the lowest responsible bidder to install the concrete drive around the new dump station at Jester Park in the amount of \$99,868.20. (pg 00)
- #24-0512 Approving recommendation to the Polk County Board of Supervisors to approve a permanent easement to MidAmerican Energy located near the Fourmile Mountain Bike Park. (pg 00)
- #24-0513 Approving an Iowa Department of Natural Resources (DNR) Wildlife Habitat Stamp grant resolution requirement for woodland restoration at Chichaqua Bottoms Greenbelt (CBG). (pg 30)
- #24-0514 Accepting an Iowa DNR Wildlife Habitat Stamp grant award of \$31,000 for the Miller Property restoration at Chichaqua Bottoms Greenbelt (CBG). (pg 33)

LET THE RECORD SHOW it was moved by Mollenhauer to approve the consent agenda.

SECONDED BY Crane

Vote Yea: Lewis, Mollenhauer, Crane, Altringer

Members Absent: Feltner

ACTION ITEMS

- #24-0515 Accepting the award and approving the AmeriCorps Planning Grant Match of \$220,129.00 for calendar year 2025, pending grant award by Volunteer Iowa. (pg 39)

LET THE RECORD SHOW it was moved by Mollenhauer to approve Action Item 24-0515.

SECONDED BY Crane

Vote Yea: Lewis, Crane, Mollenhauer, Altringer

Members Absent: Feltner

- #24-0516 Approving the quote from RW Excavating LLC for the construction of a bridge in the Fourmile Mountain Bike Park in an amount not to exceed \$94,720.00, plus a 10% contingency. (pg 58)

LET THE RECORD SHOW it was moved by Lewis to approve Action Item 24-0516.

SECONDED BY Mollenhauer

Vote Yea: Lewis, Crane, Mollenhauer, Altringer
Members Absent: Feltner

- #24-0517 Approving Sleepy Hollow fee structure for the first year of operations. (pg 60)

LET THE RECORD SHOW it was moved by Mollenhauer to approve Action Item 24-0517 *with an amendment to allow staff to offer discounts and promotions to preserve the integrity of the operations structure for the first year.*

SECONDED BY Crane

Vote Yea: Lewis, Crane, Mollenhauer
Vote No: Altringer
Members Absent: Feltner

- #24-0518 Approving Athene North Shore Recreation Area fee structure for equipment rentals. (pg 61)

LET THE RECORD SHOW it was moved by Lewis to approve Action Item 24-0518.

SECONDED BY Crane

Vote Yea: Lewis, Crane, Mollenhauer, Altringer
Members Absent: Feltner

- #24-0519 Approving the opening of a new bank account for Sleepy Hollow and authorizing Jeff Condon as the primary account holder on behalf of Polk County Conservation Board doing business as Sleepy Hollow located at 4051 Dean Ave, Des Moines, IA 50317. (pg 63)

LET THE RECORD SHOW it was moved by Crane to approve Action Item 24-0519.

SECONDED BY Lewis

Vote Yea: Lewis, Crane, Mollenhauer, Altringer
Members Absent: Feltner

- #24-0520 Approving the opening of a new bank account for Athene North Shore Recreation Area and authorizing Devon Boes as the primary account holder on behalf of Polk County Conservation Board doing business as Easter Lake North Shore Rentals & Concessions located at 2816 Shoreline Road, Des Moines, IA 50320. (pg 64)

LET THE RECORD SHOW it was moved by Crane to approve Action Item 24-0520.

SECONDED BY Lewis

Vote Yea: Lewis, Crane, Mollenhauer, Altringer
Members Absent: Feltner

- #24-0521 Ratifying Board's electronic vote of awarding the contract for installation of run-out turf and artificial turf at the base area of the tubing hill to American Greens in the amount not to exceed \$54,560.00. (pg 65)

LET THE RECORD SHOW it was moved by Crane to approve Action Item 24-0521.

SECONDED BY Mollenhauer

Vote Yea: Lewis, Crane, Mollenhauer, Altringer

Members Absent: Feltner

BOARD DISCUSSION

Director Remarks –

Athene North Shore Recreation Area operations at Easter Lake were recently moved from the oversight of the Great Outdoors Foundation to PCC staff due to an inability to resolve legal considerations in the contractual agreement with GOF. As a result, Recreation & Program Coordinator, Devon Boes, and the 12 On-Call (part time) staff members are now PCC employees. We are excited to have them on board!

PCC did not win nor place in the top four for the National Recreation & Parks Association Gold Award. However, industry best practice recommends continuing to apply next cycle as several PCC projects should help PCC to achieve high points in qualifying for this award.

PCC is paying \$17,000 for the DOT to perform a Traffic Study in anticipation of future development of the Speck Property out by Chichaqua Bottoms Greenbelt. Three intersections closest to the Speck Property entrance will be monitored for traffic patterns. This information will be used to determine what changes to the highway will need to be made to accommodate higher use patterns at the Speck Property.

2024 Nature Summit: Oct 9 & 10 – it was recommended by Board Member Lewis that PCC continue to sponsor the Nature Summit event. For this year's event, Director Leopold was approached by Nature Summit representatives to facilitate a tour out at Brenton Slough and provide a gathering space on the back patio at Jester Park Nature Center afterwards. It was suggested that if PCC is providing logistical support and gathering space, the sponsorship amount may be reduced in lieu of the in-kind donation to Nature Summit. The question was asked if it's common industry practice to ask partner organizations to help sponsor or provide in-kind and logistical support at events. PCC looks at all sponsorship opportunities and often contributes some level of support. The remark was made that the Nature Summit can attract upwards of 300 people, many of which represent partner organizations in the area. Vendor spots are offered for a fee and some attendees can apply for their registration fees to be sponsored. The event last year was held at Drake University. It was suggested that if PCC remains involved there should be incentives offered in the form of free signage, advertisements, or highlighting of PCC projects at the event.

Board Remarks –

Board Chair Altringer remarked that the next three Board Meetings will be taking place in PCC Parks (June-Ft DSM Shelter 3, July-Yellow Banks Prairieview Shelter, August-4 Mile Mountain Bike

Park), Board Members and staff should arrive at 5:00 PM for dinner and tour of site. There will be no workshop at 5:00 PM and the regular Board Meeting will start at 5:30 PM.

The next field trip on June 18th will be the Trails Tour, which will cover several PCC areas.

Fred & Carol Lockard will be recognized for their land donation to PCC at a Donor Recognition ceremony to be held Wednesday, May 15th at 5 pm at the Lockard Property.

Board Chair Altringer requested a motion to Adjourn Open Session at 7:30 PM.

Motion: Lewis VOTE YEA: (Unanimous) Lewis, Mollenhauer, Crane, Altringer

CLOSED SESSION
PROCEEDINGS OF THE POLK COUNTY CONSERVATION BOARD

The Polk County Conservation Board met in closed session Wednesday, May 8, 2024 at 7:40 PM

MOTION:

#24-0522 MOVED BY Crane to go into closed session pursuant to Iowa Code Section 21.5(j) to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property. (pg 68)
SECONDED BY Altringer.

VOTE YEA: Lewis, Mollenhauer, Crane, Altringer
Members Absent: Feltner

MEMBERS PRESENT: Lewis, Mollenhauer, Altringer, Crane, Leopold, Rankin, Cook, Stoklasa, McFarlane, no attendees via Webex

MOTION: Moved by Mollenhauer Seconded by Crane to go back into open session.

VOTE YEA: (Unanimous) Lewis, Mollenhauer, Crane, Altringer
Members Absent: Feltner

The Board returned to open session.
There was no action taken during closed session.

MOTION: Moved by Lewis to adjourn. Seconded by Mollenhauer.

VOTE YEA: (Unanimous) Lewis, Mollenhauer, Crane, Altringer
Members Absent: Feltner

THERE BEING NO FURTHER BUSINESS TO COME BEFORE THE BOARD AND
WITH NO OBJECTIONS, THIS MEETING IS ADJOURNED.
Meeting adjourned at 8:01 PM.

	Date	June 12, 2024
	Item No. Roll Call No. Submitted by:	CONSENT 24-0608 Amanda Brown Conservation Ecologist

AGENDA HEADING:

Approving the agreement for oak wilt survey at Brown's Woods with Jake's Woods, LLC in an amount not to exceed \$25,000.

INFORMATION:

Oak wilt is a fungal disease impacting oak trees throughout the country. Once infected, some oak species can die within months while some may last a few years before succumbing to the disease. Oak wilt was identified in the northern section of Browns Woods in 1997 by the Department of Natural Resources (DNR) and Polk County Conservation (PCC) staff.

In 2023, PCC staff met with the local DNR forester and forest health specialist at Brown's Woods to confirm that oak wilt was present. DNR staff confirmed the presence of the disease and suggested that we conduct a survey of the entire 400-acre parcel to determine the extent of infected oak trees. This is an essential step as PCC staff move forward with the overall management of the forest community at Brown's Woods.

Due to the extensive time requirements and expertise to accurately complete this survey, PCC does not have the capacity to do it in house. PCC sent out a request for qualifications to multiple certified foresters across the Midwest. One set of qualifications and a cost estimate was received from Jake's Woods, LLC. The cost estimate was \$200 per person per hour to conduct the survey. It is estimated that two people will be needed for a week to complete the work. PCC is seeking to get an amount approved of \$25,000 to cover just over a week of work for two people.

FISCAL IMPACT:

Amount: \$25,000

Funding Source: Polk County Water & Land Legacy Bond

PREVIOUS BOARD ACTION(S): NA

RECOMMENDATION:

Approving the agreement for oak wilt survey at Browns Woods with Jake's Woods, LLC in an amount not to exceed \$25,000.

	Date	June 12, 2024
	Item No. Roll Call No. Submitted by:	CONSENT 24-0609 Jeff Condon Leisure Services Manager

AGENDA HEADING:

Awarding a contract to American Greens for the installation of additional run-out turf and artificial turf at the base area of the Sleepy Hollow Snowflex hill in an amount not to exceed \$72,600.00.

INFORMATION:

Last month American Greens installed artificial turf at Sleepy Hollow to extend the runway and base area of the Snowflex hill. Staff is recommending expanding the green turf area at the base of the Snowflex hill to improve safety and enhance the guest experience. This expansion will provide several key benefits:

- **Increased Safety:** A larger runout area will provide a buffer zone for riders exiting the Snowflex hill, minimizing the risk of collisions or injuries. This is particularly important with the anticipated increase in traffic due to the new concession stand.
- **Improved Crowd Management:** A more spacious base area will allow for better crowd control and flow, especially during peak hours. This will create a more comfortable and enjoyable experience for everyone.
- **Enhanced Viewing Area:** The additional green space will provide more room for spectators to observe riders on the Snowflex hill. This will likely attract more guests to the area, encouraging them to participate or simply enjoy the atmosphere.
- **Aesthetic Appeal:** Expanding the green turf will create a visually more pleasing environment at the base of the Snowflex hill. This will contribute to the overall aesthetics of Sleepy Hollow and provide a more inviting space for guests.

FISCAL IMPACT:

<u>Amount:</u>	\$58,000	Turf & Installation
	\$ 8,000	Rock & Spreading
	\$ 6,600	10% Contingency

Total: \$72,600

Funding Source: Sleepy Hollow FY 23-24 Operating Budget

PREVIOUS BOARD ACTION(S):

Date: May 8, 2024

Roll Call: 24-0515 (4 Yea; 1 Absent)

Action: Ratifying Board's electronic vote of awarding the contract for installation of run-out turf and artificial turf at the base area of the tubing hill to American Greens in the amount not to exceed \$54,560.00.

RECOMMENDATION:

Awarding a contract to American Greens for the installation of additional run-out turf and artificial turf at the base area of the Sleepy Hollow Snowflex hill in an amount not to exceed \$72,600.00 and authorizing the Director or their designee to sign said contract.



Quotation/Contract

6960 Competition Ct
Bettendorf, IA 52722
Phone (877) 408-3636

DATE 3/8/2024
QUOTATION/CONTRACT # 030824-SH

SUBMITTED TO
Sleepy Hollow
4051 Dean Ave, Des Moines, IA 50317

Quote Valid Until: N/A
Prepared by: Anthony Long

	TOTAL SQ. FT		TOTAL COST
Synthetic turf installation - Bottom and 1 side	8010		58,000.00
Install rock and compact (bottom areas only, sides already completed)			
Cut and shape synthetic turf			
Glue and seam turf			
Tack to surrounding nailer board			
<u>Additional Items</u>			
Customer to provide a few guys to help stretch turf as discussed			
Excavation, rock (spreading and compacting), nailer board all provided by others			
SUBTOTAL			58,000.00
TAX RATE			
SALES TAX			-
SHIPPING			
TOTAL			\$ 58,000.00

TERMS OF SALE:

50% of the total amount in the contract due upon acceptance (indicated by signing). The remaining 50% due upon satisfactory job completion (within 5 business days). Returned checks are subject to a \$25.00 returned check fee.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above this proposal. All agreement contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

ACCEPTANCE OF PROPOSAL:

The above price, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined in the terms above.

Signature of Owner: _____ Date: _____

If you have any questions concerning this quotation, call us at (877) 408-3636 or email info@american-greens.com

THANK YOU FOR YOUR BUSINESS!

	Date	June 12, 2024
	Item No. Roll Call No. Submitted by:	ACTION 24-0610 Amanda Brown Conservation Ecologist

AGENDA HEADING:

Approving the cooperative agreement between Polk County Conservation and the Iowa Department of Natural Resources (DNR) for the Easter Lake shoreline stabilization project, contingent on DNR approval.

INFORMATION:

Polk County Conservation (PCC) and the Iowa DNR are working in partnership to address areas of shoreline erosion at Easter Lake. Staff from both agencies have completed a ground survey of the shoreline and identified around 5,000 linear feet that potentially needs repair. The next step is to select an engineering firm to perform engineering and design services to address these areas of concern.

The Iowa DNR has agreed to cover half of the cost of the design and engineering with PCC through this cooperative agreement. PCC will enter into a separate agreement with the engineer and manage the design process. The Iowa DNR will receive updates throughout and provide input at critical check-in points. PCC will cover expenses related to the engineering agreement up front, with reimbursement from the Iowa DNR once the design process is complete.

The Iowa DNR is anticipating approving this cooperative agreement at the Natural Resource Commission Meeting on June 13th, 2024.

FISCAL IMPACT:

Amount: \$35,887.50 (half of the anticipated engineering contract)

Funding Source: Polk County Water & Land Legacy Bond

PREVIOUS BOARD ACTION(S): NA

RECOMMENDATION:

Approving the cooperative agreement between Polk County Conservation and the Iowa Department of Natural Resources for the Easter Lake shoreline stabilization project, contingent on DNR approval, and authorizing the Director or their designee to sign the agreement.

**IOWA DEPARTMENT OF NATURAL RESOURCES
CONTRACT NUMBER 24CRDWLBMBALM-0012**

**Between
IOWA DEPARTMENT OF NATURAL RESOURCES
And
POLK COUNTY CONSERVATION BOARD**

This Contract was approved by the Natural Resource Commission on June 13, 2024.

IN WITNESS THEREOF, the parties hereto have entered into this Cooperative Agreement on the day and year last specified below.

DEPARTMENT OF NATURAL RESOURCES

By: _____ Date: _____
Kayla Lyon, Director

CONTRACTOR

By: _____ Date: _____
Richard Leopold
Director, Polk County Conservation Board

For DNR use only:

1. Retain a copy of the signed Contract in the project file and send a hardcopy with 1st invoice to Budget & Finance.
2. Email a copy of the executed Contract to Alicia.Plathe@dnr.iowa.gov (please place the Contract # in the subject line).
3. For Capitols Funded Contracts, email a copy of the executed Contract to kara.bryant@dnr.iowa.gov.

COOPERATIVE AGREEMENT - SPECIAL CONDITIONS

This Cooperative Agreement is entered into between the Iowa Department of Natural Resources (DNR) and Polk County Conservation Board (PCCB). The parties agree as follows:

Section 1 IDENTITY OF THE PARTIES

1.1 Parties. DNR is authorized to enter into this Contract. DNR's address is: Wallace State Office Building, 502 East 9th Street, Des Moines, Iowa 50319.

PCCB is a county agency organized under the laws of the State of Iowa. The PCCB's address is: 11407 NW Jester Park Drive, Granger, Iowa 50109.

1.2 Project Managers. Each party has designated a Project Manager, who shall be responsible for oversight and negotiation of any contract modifications, as follows:

DNR Project Manager: Michelle Balmer
Lake Restoration Program
Engineering, Land and Waters
6200 Park Ave, Suite 200
Des Moines, IA 50321
Phone: 515.238.2458
Email: michelle.balmer@dnr.iowa.gov

PCCB Project Manager: Amanda Brown
Polk County Conservation Board
12130 NW 128th St
Granger, IA 50109
Phone: 515.323.5357
Email: Amanda.brown@polkcountyiowa.gov

Section 2 STATEMENT OF PURPOSE

2.1 Statutory Authority. DNR enters into this Cooperative Agreement based on statutory authority provided in Iowa Code section 456A.33B, Lake Restoration Plan and Report.

2.1.1 This Cooperative Agreement was approved by the Natural Resources Commission on June 13, 2024.

2.1.2 The parties agree that no real or personal property will be acquired, held or disposed of in relation to this Cooperative Agreement.

2.2 Background. Easter Lake, located within Easter Lake County Park, has been a great recreational resource for the residents of Polk County and surrounding communities since 1967. Between 2012 and 2020, the DNR, PCCB, and the City of Des Moines, among other partners, completed extensive restoration work in the lake and water to improve water quality and recreational opportunities at Easter Lake. This restoration work has led to numerous water quality improvements, led to new recreational opportunities, and tripled annual park visitation. While all of these efforts have greatly improved the lake and park, sections of shoreline have eroded that were not stabilized as a part of the initial restoration effort, therefore, additional shoreline stabilization work is needed to protect the newly renovated lake.

2.3 Purpose. The DNR's purpose in entering into this Cooperative Agreement is to reimburse PCCB for engineering services to repair and stabilize sections of shoreline at Easter Lake that are eroding. PCCB's purpose in entering into this Cooperative Agreement is hire a qualified engineering firm to complete design for restoring sections of shoreline at Easter Lake that are eroding.

Section 3 DURATION OF COOPERATIVE AGREEMENT

- 3.1 Term of Cooperative Agreement.** The term of this Cooperative Agreement shall be June 15, 2024 through December 31, 2024, unless terminated earlier in accordance with the Termination section of this Cooperative Agreement. However, this Cooperative Agreement shall not begin until it has been signed by both parties.
- 3.2 Approval of Cooperative Agreement.** If the amount of compensation to be paid by DNR according to the terms of this Cooperative Agreement is greater than \$25,000.00, or if this Cooperative Agreement is entered into pursuant to Iowa Code chapter 28E, then performance shall not commence unless by June 15, 2024, this Cooperative Agreement has been approved by the Natural Resource Commission.

Section 4 DEFINITIONS

“Contractor” shall mean Polk County Conservation Board (PCCB).

“Deliverables” shall mean services to be provided by, or on behalf of, the Contractor pursuant to this Cooperative Agreement. Deliverables shall include everything produced by the PCCB that is related to the Tasks, such as reports, meetings, documentation, designs, copy, artwork, data, information, graphics, images, processes, techniques, materials, plans, papers, forms, studies, modifications, content, concepts, and all other tangible and intangible works, materials and property of every kind and nature that are related to the Deliverables.

“Task Milestone Date” shall mean a deadline for accomplishing a Task required by this Cooperative Agreement.

Section 5 STATEMENT OF WORK – RESPONSIBILITIES OF THE PARTIES

- 5.1** The responsibilities of PCCB shall be to perform the following Tasks by the Task Milestone Dates set out in the following table:

Obligation	Task Milestone Date
Task 1: Shoreline Stabilization Engineering Design Description: PCCB shall hire a qualified engineering design firm to create engineering design plans to stabilize approximately 5000 feet of shoreline at Easter Lake, located within Easter Lake Park in Des Moines, Iowa. Additionally, PCCB shall assist the engineer in securing any permits needed for construction. Stamped design plans, permits, and other documents needed to move forward with construction shall be provided to the DNR for construction implementation. A detailed description of work to be completed by the engineering firm is provided as Exhibit A to this Contract.	No later than December 31, 2024

- 5.2** The responsibilities of DNR shall be to perform the following Tasks by the Task Milestone Dates set out in the following table:

Obligation	Task Milestone Date
Task 1: Shoreline Stabilization Engineering Design Description: DNR shall reimburse PCCB for engineering design and permitting expenses to stabilize approximately 5000 feet of shoreline at Easter Lake, located within Easter Lake Park in Des Moines, Iowa. A detailed description of work to be completed by the engineering firm is provided as Exhibit A to this Contract.	No later than December 31, 2024

Section 6 MONITORING AND REVIEW

- 6.1 Task Milestone Dates.** The parties agree to complete their respective obligations under this Cooperative Agreement by the Task Milestone Dates set out in Section 5.1.

Failure by either party to complete the above-designated portions of its obligations by the Task Milestone Dates set out herein shall constitute material breach of this Cooperative Agreement and shall be grounds for the other party to immediately terminate this Cooperative Agreement for cause.

6.2 Review Meetings. Commencing with beginning performance of this Cooperative Agreement, the Project Managers shall meet following 30%, 60%, and 90% design to discuss progress made during the performance of this Cooperative Agreement. The meetings shall occur, either in person or by conference call, at times mutually agreed upon by both parties. Meetings may be postponed only on a case-by-case basis by mutual written agreement of the parties.

6.3 Status Reports. Prior to each review meeting, each Project Manager shall provide a status report listing:

- Accomplishments during the previous period,
- Activities planned for the upcoming period,
- Tasks completed or Deliverables produced during the previous period,
- An updated schedule of upcoming Deliverables,
- Any problems or concerns encountered since the last meeting; and
- An explanation of any deviations from the financial and hourly expenditures contained in the Contractor's Proposal, if applicable.

At the next scheduled meeting after which any party has identified in writing a problem, the party responsible for resolving the problem shall provide a report setting forth activities undertaken, or to be undertaken, to resolve the problem, together with the anticipated completion dates of such activities. Any party may recommend alternative courses of action or changes that shall facilitate problem resolution.

6.4 DNR right to review and observe. Each party shall have the right to review and observe, at any time, completed work or work in progress. Each party agrees to provide access, upon request and without cost to the other party, to inspect its facilities and books and records relating to invoicing and time records for the purpose of monitoring and evaluating performance of this Cooperative Agreement.

Section 7 COMPENSATION

7.1 Sources of Funding. DNR's source of funding for this Cooperative Agreement is the lake restoration program.

7.2 Not-to-exceed total amount of Cooperative Agreement. Payment by DNR for work performed according to the terms of this Cooperative Agreement shall not exceed \$35,887.50. Expenditures by PCCB for work performed according to the terms of this Cooperative Agreement shall not exceed \$35,887.50. Payment by DNR shall be for satisfactory completion of the Statement of Work outlined in this Cooperative Agreement, provided that the parties have complied with the terms of this Cooperative Agreement.

7.3 Budget. The budget for this Cooperative Agreement shall be as follows:

PCCB Contribution

Total amount of PCCB monetary contribution	Not to exceed \$35,887.50
Total amount of PCCB in-kind contribution	\$0.00
Total amount of PCCB contribution	Not to exceed \$35,887.50

DNR Contribution

Total amount of DNR monetary contribution	Not to exceed \$35,887.50*
Total amount of DNR in-kind contribution	\$0.00
Total amount of DNR contribution	Not to exceed \$35,887.50*

* DNR shall reimburse PCCB for 50% of the total eligible expenses on each invoice. For every \$1.00 spent, DNR shall reimburse PCCB \$0.50, not to exceed the total of \$35,887.50.

7.4 Submission of Invoices. For work performed by PCCB invoices shall be submitted to DNR according to the following schedule:

Task Milestone Date	Amount Due	Invoice Due No Later Than:
Task 1: Shoreline Stabilization Engineering Design	Not to exceed \$35,887.50	December 31, 2024

Invoices shall contain the DNR Contract Number found on the first page of this Contract. The invoices shall itemize the work performed pursuant to the Cooperative Agreement, and shall specify the amount of payment requested for each Task during the period covered by the invoice. Each invoice shall comply with all applicable rules concerning payment of such claims and shall contain appropriate documentation necessary to support the fees or charges included in the invoice. No invoice shall request payment for work occurring in more than one fiscal year. The party receiving the invoice shall have the right to dispute any invoice item submitted for payment and to withhold payment of any disputed amount if that party reasonably believes the invoice is inaccurate or incorrect in any way.

Original invoices to DNR shall be submitted to:

Michelle Balmer
Iowa Department of Natural Resources
6200 Park Avenue, Suite 200
Des Moines, IA 50321
Email: michelle.balmer@dnr.iowa.gov
Phone: 515.238.2458

DNR Contract Number: 24CRDLWBMBALM-0012

7.5 Payment of Invoices. DNR shall pay approved invoices in arrears and in conformance with Iowa Code section 8A.514. If the other party is subject to the provisions of Iowa Code section 8A.514, then the other party shall pay approved invoices in arrears and in conformance with Iowa Code section 8A.514. Unless otherwise agreed to in writing by the parties, neither party shall be entitled to receive any other payment or compensation for any services provided under this Cooperative Agreement.

7.6 No advance payment. No advance payments shall be made for any Deliverables provided by PCCB pursuant to this Cooperative Agreement.

7.7 Delay of Payment. If either party determines that the other party has failed to perform or deliver any Deliverable required by this Cooperative Agreement, then compensation may be withheld until such Deliverable is performed or delivered according to the terms of this Cooperative Agreement.

To the extent of any inconsistency between the Special Conditions and the General Conditions, the Special Conditions shall control.

GENERAL CONDITIONS WHEN OTHER PARTY IS A GOVERNMENTAL ENTITY

Section 8 COMPLIANCE WITH THE LAW

The parties shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders when performing the services under this Contract, including without limitation, all laws applicable to the prevention of discrimination in employment and the use of targeted small businesses as suppliers. The parties, and their employees and agents shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work performed under this Contract. The parties represents that they will comply with all federal, state, foreign and local laws applicable to their performance under this Contract.

Section 9 TERMINATION

9.1 Termination Due to Lack of Funds or Change in Law. DNR shall have the right to terminate this Contract without penalty by giving sixty (60) days written notice to the Contractor as a result of any of the following:

- 9.1.1** The legislature or governor fail in the sole opinion of DNR to appropriate funds sufficient to allow DNR to either meet its obligations under this Contract or to operate as required and to fulfill its obligations under this Contract; or if funds anticipated for the continued fulfillment of the Contract are, at any time, not forthcoming or are insufficient, either through the failure of DNR to appropriate funds or funding from a federal source is reduced or discontinued for any reason, or through discontinuance or material alteration of the program for which funds were provided; or
- 9.1.2** If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by DNR to make any payment hereunder are insufficient or unavailable for any other reason as determined by DNR in its sole discretion; or
- 9.1.3** If DNR's authorization to conduct its business or engage in activities or operations related to the subject matter of this Contract is withdrawn or materially altered or modified; or
- 9.1.4** If DNR's duties, programs or responsibilities are modified or materially altered; or
- 9.1.5** If there is a decision of any court, administrative law judge or an arbitration panel or any law, rule, regulation or order is enacted, promulgated or issued that materially or adversely affects DNR's ability to fulfill any of its obligations under this Contract.

9.2 Immediate Termination by DNR. DNR may terminate this Contract for any of the following reasons effective immediately without advance notice and without penalty:

- 9.2.1** In the event the Contractor is required to be certified or licensed as a condition precedent to providing services, the revocation or loss of such license or certification will result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect;
- 9.2.2** DNR determines that the actions, or failure to act, of the Contractor, and its agents and employees have caused, or reasonably could cause, any person's life, health or safety to be jeopardized;
- 9.2.3** The Contractor fails to comply with confidentiality laws or provisions;
- 9.2.4** The Contractor furnished any statement, representation or certification in connection with this Contract or the RFP which is materially false, deceptive, incorrect or incomplete.

9.3 Termination for Cause. The occurrence of any one or more of the following events shall constitute cause for DNR to declare the Contractor in default of its obligations under this Contract.

- 9.3.1** The Contractor fails to perform, to DNR's satisfaction, any material requirement of this Contract or is in violation of a material provision of this Contract, including, but without limitation, the express warranties made by the Contractor;

- 9.3.2** DNR determines that satisfactory performance of this Contract is substantially endangered or that a default is likely to occur;
 - 9.3.3** The Contractor fails to make substantial and timely progress toward performance of the Contract;
 - 9.3.4** The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or DNR reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;
 - 9.3.5** The Contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of this Contract;
 - 9.3.6** The Contractor has engaged in conduct that has or may expose the State or DNR to liability, as determined in DNR's sole discretion;
 - 9.3.7** The Contractor has infringed any patent, trademark, copyright, trade dress or any other intellectual property right or proprietary right, or the Contractor has misappropriated a trade secret, or
 - 9.3.8** Contractor fails to comply with any of the Task Milestone dates contained in this Contract.
- 9.4 Notice of Default.** If there is a default event caused by the Contractor, DNR shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in DNR's written notice to the Contractor. If the breach or noncompliance is not remedied by the date of the written notice, DNR may either:
- 9.4.1** Immediately terminate the Contract without additional written notice; or,
 - 9.4.2** Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.
- 9.5 Termination upon Notice.** Following thirty (30) days written notice, DNR may terminate this Contract in whole or in part without the payment of any penalty or incurring any further obligation to the Contractor. Following termination upon notice, the Contractor shall be entitled to compensation, upon submission of invoices and proper proof of claim, for services provided under this Contract to DNR up to and including the date of termination.
- 9.6 Remedies of the Contractor in Event of Termination by DNR.** In the event of termination of this Contract for any reason by DNR, DNR shall pay only those amounts, if any, due and owing to the Contractor for services actually rendered up to and including the date of termination of the Contract and for which DNR is obligated to pay pursuant to this Contract. Payment will be made only upon submission of invoices and proper proof of the Contractor's claim. This provision in no way limits the remedies available to DNR under this Contract in the event of termination. However, DNR shall not be liable for any of the following costs:
- 9.6.1** The payment of unemployment compensation to the Contractor's employees;
 - 9.6.2** The payment of workers' compensation claims, which occur during the Contract or extend beyond the date on which the Contract terminates;
 - 9.6.3** Any costs incurred by the Contractor, including, but not limited to, startup costs, overhead or other costs not directly associated with the performance of the Contract;
 - 9.6.4** Any taxes that may be owed by the Contractor not directly in connection with the performance of this Contract, including, but not limited to, sales taxes, excise taxes, use taxes, income taxes or property taxes.

9.7 The Contractor's Termination Duties. The Contractor upon receipt of notice of termination or upon request of DNR, shall:

- 9.7.1** Cease work under this Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, and conclusions resulting there from, and any other matters DNR may require.
- 9.7.2** Immediately cease using and return to DNR any personal property or materials, whether tangible or intangible, provided by DNR to the Contractor.
- 9.7.3** Comply with DNR's instructions for the timely transfer of any active files and work product produced by the Contractor under this Contract.
- 9.7.4** Cooperate in good faith with DNR, its employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement contractor.
- 9.7.5** Immediately return to DNR any payments made by DNR for services that were not rendered by the Contractor.

9.8 Rights in incomplete products. In the event the Contract is terminated, all finished or unfinished documents, data, reports, or other materials prepared by the Contractor under this Contract shall, at the option of DNR, become DNR's property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other material.

Section 10 INDEPENDENT CONTRACTOR

The status of the Contractor shall be that of an independent contractor. The Contractor, and its employees and agents performing under this Contract are not employees or agents of the DNR. Neither the Contractor nor its employees shall be considered employees of DNR for federal or state tax purposes. DNR will not withhold taxes on behalf of the Contractor. Contractor shall be responsible for payment of all taxes in connection with any income earned from performing this Contract.

Section 11 CONFLICT OF INTEREST

The parties agree that they will comply with the provisions of the Iowa Code with respect to Conflicts of Interest.

Section 12 AMENDMENTS

This Contract may be amended only by written mutual consent of the parties.

Section 13 CHOICE OF LAW AND FORUM

The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Contract without regard to the choice of law provisions of Iowa law. If applicable, the parties shall comply with the provisions of Iowa Code section 679A.19 regarding disputes between government agencies of the State of Iowa. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Contract, the exclusive jurisdiction for the proceeding shall be brought in Polk County District Court for the State of Iowa, Des Moines, Iowa or in the United States District Court for the Southern District of Iowa, Central Division, Des Moines, Iowa, wherever jurisdiction is appropriate. No provision of this Contract shall be construed as waiving any immunity to suit or liability including without limitation sovereign immunity in State or Federal court, which may be available to DNR, Contractor, or the State of Iowa.

Section 14 SEVERABILITY

If any provision of this Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Contract.

Section 15 ENTIRE AGREEMENT

This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof, and the parties acknowledge that they are entering into the Contract solely on the basis of the terms and conditions herein contained and not in reliance upon any representation, statement, inducement or promise, whether oral or written, not contained herein. This Contract supersedes all prior contracts and agreements between the parties for the services provided in connection with this Contract.

Section 16 ASSIGNMENT AND DELEGATION

This Contract may not be assigned, transferred or conveyed, in whole or in part, without the prior written consent of the other party. For the purpose of construing this provision, a transfer of a controlling interest in the Contractor shall be considered an assignment.

Section 17 USE OF THIRD PARTIES AND SUBCONTRACTORS

Contractor may not contract with third parties for the performance of any of Contractor's obligations under this Contract, unless and then only to the extent that the Special Conditions of this Contract specify otherwise. If the Special Conditions provide for a subcontractor or subcontractors, then the following conditions shall apply:

- 17.1** All subcontracts shall be subject to prior approval by the DNR. The DNR's consent shall not be deemed in any way to provide for the incurrence of any obligation of DNR in addition to the remuneration agreed upon in this Contract. Any subcontract to which DNR has consented shall be in writing and shall in no way alter the terms and conditions of this Contract.
- 17.2** The Contractor may enter into subcontracts to complete the work required by this Contract provided that the Contractor remains responsible for all services performed under this Contract. No subcontract or delegation of work shall relieve or discharge the Contractor from any obligation, provision, or liability under this Contract. The Contractor shall remain responsible for such performance and shall be fully responsible and liable for all acts or omissions of any subcontractor.
- 17.3** All restrictions, obligations and responsibilities of the Contractor under this Contract also shall apply to the subcontractors.
- 17.4** DNR shall have the right to request the removal of a subcontractor from the Contract for good cause. The Contractor shall indemnify, defend and hold harmless DNR and the State from and against any and all claims, demands, liabilities, suits, actions, damages, losses, costs and expenses of every kind and nature whatsoever arising as a result of Contractor's breach of any subcontract in which it enters, including Contractor's failure to pay any and all amounts due by Contractor to any subcontractor.
- 17.5** Each subcontract shall contain provisions for DNR access to the subcontractor's books, documents, and records and for inspections of work, as required of Contractor herein.
- 17.6** Any action of a subcontractor, which, if done by Contractor, would constitute a breach of this Contract, shall be deemed a breach by Contractor and have the same legal effect.
- 17.7** If delay results from a subcontractor's conduct, from the Contractor's negligence or fault, or from circumstances which by the exercise of reasonable diligence the Contractor should have been able to anticipate or prevent, then the Contractor shall be in default.
- 17.8** If the Contract is subject to the provisions of Iowa Code chapter 8F, then the Contractor shall comply with Iowa Code chapter 8F with respect to any subcontract Contractor enters into pursuant to this Contract. Any compliance documentation, including but not limited to certification, received from any subcontractor shall be forwarded to DNR immediately.

Section 18 WAIVER

Except as specifically provided for in a waiver signed by duly authorized representatives of the parties, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach.

Section 19 CUMULATIVE RIGHTS

The various rights, powers, options, elections and remedies of any party provided in this Contract, shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.

Section 20 TIME IS OF THE ESSENCE

Time is of the essence with respect to the performance of the terms of this Contract.

Section 21 RECORD RETENTION AND ACCESS

The parties shall maintain books, records and documents according to their respective law with regard to records retention. All parties shall permit the Auditor of the State of Iowa or any authorized representative of the State and where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Contractor relating to orders, invoices or payments or any other documentation or materials pertaining to this Contract, wherever such records may be located. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records.

Section 22 OBLIGATIONS BEYOND CONTRACT TERM

This Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to this Contract. All obligations of DNR and the Contractor incurred or existing under this Contract as of the date of expiration, termination or cancellation will survive the termination, expiration or conclusion of this Contract.

Section 23 SUPERCEDES FORMER CONTRACTS OR AGREEMENTS

Unless this Contract is an amendment to a Contract entered into between the parties and is designated as such, then this Contract supersedes all prior contracts or agreements between the parties for the services provided in connection with this Contract.

Section 23 CONFIDENTIALITY

The parties agree to comply with applicable Iowa law regarding confidentiality.

Section 25 SELF-INSURANCE BY THE STATE OF IOWA

Pursuant to Iowa Code chapter 669, DNR and the State of Iowa are self-insured against all risks and hazards related to this Contract. No separate fund has been established to provide self-insurance, and the State of Iowa is not obligated to establish any such fund during the term of this Contract.

Section 26 IMMUNITY FROM LIABILITY

Every person who is a party to the Contract is hereby notified and agrees that the State, DNR, and all of their employees, agents, successors, and assigns are immune from liability and suit for Contractor's and subcontractors' activities involving third parties arising from the Contract.

Section 27 NON-SUPPLANTING REQUIREMENT

To the extent required by federal or state law, federal and state funds made available under this Contract shall be used to supplement and increase the level of state, local, and other non-federal funds that would in the absence of such federal and state funds be made available for the programs and activities for which funds are provided and will in no event take the place of state, local, and other non-federal funds.

Section 28 CERTIFICATION REGARDING SALES AND USE TAX

By executing this Contract, the Contractor certifies that it is either (a) registered with the Iowa Department of Revenue, collects and remits sales and use taxes as required by Iowa Code chapter 432; or (b) not a “retailer” or a “retailer maintaining a place of business in this state” as those terms are defined in Iowa Code section 423.1. The Contractor also acknowledges that the DNR may declare the Contract void if the above certification is false. The Contractor also understands that fraudulent certification may result in the DNR or its representatives filing action for damages for breach of contract.

Section 29 TAXES

The State of Iowa is exempt from federal excise tax, and no payment will be made for any taxes levied on Contractor’s employees’ wages. The State of Iowa is exempt from state and local sales and use taxes on the Deliverables.

Section 30 NONDISCRIMINATION IN EMPLOYMENT

The parties, their employees, agents, and subcontractors shall not engage in discriminatory employment practices which are forbidden by federal or state law, executive orders, and rules of the Iowa Department of Administrative Services. The parties, their employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders when performing under the Contract, including without limitation, all laws applicable to the prevention of discrimination in employment (e.g., Iowa Code chapter 216 and section 19B.7) and the use of targeted small businesses as subcontractors and suppliers. Upon the State’s written request, each party shall submit to the State a copy of its affirmative action plan, containing goals and time specifications, and accessibility plans and policies as required under 11 Iowa Administrative Code chapter 121.

The parties, their employees, agents and subcontractors shall also comply with all federal, state, and local laws, including any permitting and licensure requirements, in carrying out the work performed under this Contract.

In the event either contracts with third parties for the performance of any of its obligations under this Contract, that party shall take such steps as necessary to ensure such third parties are bound by the terms and conditions contained in this section.

Section 31 USE OF FEDERAL FUNDING

This provision is applicable only if federal funds constitute a part of the payment to be rendered under this Contract. The parties shall comply with all applicable federal requirements, including but not limited to 2 CFR Chapter I, Chapter II, Part 200, et al. (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule).

	Date	June 12, 2024
	Item No. Roll Call No. Submitted by:	ACTION 24-0611 Amanda Brown Conservation Ecologist

AGENDA HEADING:

Approving the agreement for design and engineering of shoreline stabilization at Easter Lake with Snyder and Associates in an amount not to exceed \$65,250 plus a 10% contingency.

INFORMATION:

Unanticipated erosion is occurring on select shorelines along Easter Lake. This is mainly due to wave movement against the shore. The erosion is leading to loss of shoreline, as well as lack of vegetation establishment.

Polk County Conservation (PCC) began working with the Iowa Department of Natural Resources (IDNR) in 2023 to start addressing these issues. IDNR and PCC staff mapped the shorelines with the greatest erosion occurring. Staff then reached out to Snyder and Associates to develop a design to address the erosion concerns. Snyder and Associates was chosen due to their past lake restoration involvement and background knowledge.

The IDNR will be reimbursing PCC for half of the cost of the design following execution of this agreement. The DNR and PCC will then work in partnership to hire a contractor and implement the design Snyder and Associates develops.

FISCAL IMPACT:

<u>Amount:</u>	Agreement amount	\$65,250.00
	10% Contingency (if needed)	\$ 6,525.00
	Total	\$71,775.00
	- Reimbursement for 50% from DNR	\$35,887.50
	Total PCC impact	\$35,887.50

Funding Source: Polk County Water & Land Legacy Bond

PREVIOUS BOARD ACTION(S): NA

RECOMMENDATION:

Approving the agreement for design and engineering of shoreline stabilization at Easter Lake with Snyder and Associates in an amount not to exceed \$65,250 plus a 10% contingency and authorizing the Director or their designee to sign the agreement.

Map of Anticipated Stabilization Areas



	Date	June 12, 2024
	Item No.	ACTION
	Roll Call No.	24-0612
	Submitted by:	Cassandra Cook Conservation Ecologist

AGENDA HEADING:

Awarding the contract for well installation at Chichaqua Bottoms Greenbelt to Thorpe Water Development Company in a contract amount of \$143,635.48 plus a 10% contingency.

INFORMATION:

Polk County Conservation (PCC) is interested in installing a new well in the controlled marsh hunting area at Chichaqua Bottoms to more reliably provide water for waterfowl hunting and to be able to inundate a larger area of the marsh. Staff operate two well pumps to flood areas for dog training and hunting. The east well is too close to the historic Skunk River Channel, which means it is regulated by a Department of Natural Resources Permit that depends upon river levels downstream near Oskaloosa. When the water levels are low in Oskaloosa, PCC has to shut off the well pump and cannot provide a huntable area for sportsmen. The ability to operate this pump fluctuates greatly, so much so that PCC staff find great benefit in creating a new well that is far enough away from the old channel where we will not see these same shut-off requirements into the future. PCC plans to utilize this pump to draw on ground water that will not impact the levels of the Skunk River.

This project was advertised on public forums and sent directly to local companies who perform this type of work. One bid was received and opened on June 3, 2024. The lowest responsible bidder was Thorpe Water Development Company with a base bid of \$143,635.48. Upon approval, staff will issue a Notice to Proceed to the awarded contractor.

Bid Results:

Company	Bid
Thorpe	\$143,635.48

FISCAL IMPACT:

<u>Amount:</u>	\$143,635.48	Contract Amount
	\$ 14,363.54	10% Contingency
	\$157,999.02	Not to Exceed

Funding Source: Polk County Water & Land Legacy Bond

PREVIOUS BOARD ACTION(S): None

RECOMMENDATION: Awarding the contract for well installation at Chichaqua Bottoms Greenbelt to Thorpe Water Development Company in a contract amount of \$143,635.48 plus a 10% contingency and authorizing the Director or their designee to sign the contract.

Project Map



	Date	June 12, 2024
	Item No. Roll Call No. Submitted by:	ACTION 24-0613 Cassandra Cook Conservation Ecologist

AGENDA HEADING:

Approving the purchase of a 79-acre property in the Chichaqua Bottoms Greenbelt from Kent Lehs.

INFORMATION:

Polk County Conservation (PCC) staff have been interested in this property for quite a while as it is a large inholding within the Chichaqua Bottoms Greenbelt (CBG). Staff tried to purchase the property when it was listed for sale last year, but was out-bid by Kent Lehs. Mr. Lehs purchased the property in October of 2023. The property was listed for \$1.6M and was sold for \$1.36M. PCC had put in an offer of \$1.3M.

PCC staff have been in discussions with Mr. Lehs regarding selling the property and he is interested. Staff feel that this property would be an extremely valuable addition to land acreage at CBG. Acquisition of this inholding would create continuity of management in this area by filling in a large gap and creating a large continuous tract of prairie that would have a variety of benefits to wildlife. Staff also feel that this could be an excellent area to house AmeriCorps members that come from out of state and widen our applicant pool in that regard. There are 4 bedrooms in the house that could hold 4-8 people (1-2 beds per room) with potentially enough space to create a 5th bedroom on the 1st floor. The Speck house will be lost soon as a housing amenity, so PCC staff are looking for a replacement.

The buildings could also be extremely valuable for equipment storage in addition to the housing opportunities. PCC has a boat from Easter Lake that will need indoor storage each winter, and Natural Resources (NR) staff have storage needs for equipment that is currently kept outside. The 22 new AmeriCorps members that will be joining PCC in 2025 will bring a suite of equipment that will need storage – a minimum of 3 trucks, fire gear, chainsaws, hand tools etc. In addition, the efficiency unit could be turned into an office for the 2 full time positions that are coming with AmeriCorps. There is nowhere else for this team to work as the NR headquarters is at maximum capacity. This property will provide a necessary base of operations for this 24-member crew at a time when PCC does not have any other facility for them to operate out of.

An updated appraisal was commissioned for the property as a lot of construction and renovation was performed on the main house. The new appraisal came in at \$1,501,000. Kent has asked for \$1.6M as the sale price, and PCC staff feels that this adequately reflects the value of the land and the recent renovations.

Traditionally, Polk County Conservation Board does not purchase land for above appraised value. However, some revenue opportunities exist immediately and in the

future that bridge this gap of roughly 6% over appraised value and justify the purchase price.

- PCC will receive \$19,000 for outbuilding & crop leases for the remainder of 2024.
- PCC will receive \$20,000 for crop leases in 2025. This could be more long-term.
- PCC will receive \$18,000 annually starting in 2025 from AmeriCorps renters.
- PCC will apply for a REAP grant/others to offset the purchase price.

FISCAL IMPACT:

Amount: \$1,600,000

Funding Source: 2022 Bond

PREVIOUS BOARD ACTION(S):

Date: April 10, 2024

Roll Call: #24-0413 (Yea-4, Absent-1)

Action: Discussed in closed session.

Date: March 13, 2024

Roll Call: #24-0313 (Yea-5, Absent-0)

Action: Discussed in closed session.

Date: February 14, 2024

Roll Call: #24-0114 (Yea-5, Absent-0)

Action: Discussed in closed session.

RECOMMENDATION: Approving the purchase of a 79-acre property in the Chichaqua Bottoms Greenbelt from Kent Lehs and authorize the Director or their designee to sign the purchase agreement.

	Date	June 12, 2024
	Item No. Roll Call No. Submitted by:	ACTION 24-0614 Kami Rankin Deputy Director

AGENDA HEADING:

Approving accrued personal leave to Permanent Part-Time employees who work 40+ hours per bi-weekly pay cycle.

INFORMATION:

Polk County Conservation values our part-time employees, many of which work year-round averaging at least 20 hours per week. Currently, we have 24 part-time employees that fit into this category. These employees do not receive any Paid Time Off benefit. Pending downtown payroll and budget software configuration completion, year-round permanent part-time employees working 20+ hours per week would be granted accrued personal days.

Eligibility and Accrual

Permanent Part-Time (PPT) employees who have completed at least thirty (30) days of employment shall be allowed to utilize personal leave as it is earned up to a maximum of 40 personal hours until June 30 following the first year of employment. If used for illness, same day notice must be given. If used for other than illness, the employer and employee shall mutually agree on a convenient time.

Carryover and Accrual Limits, Payment Upon Retirement, Termination or Discharge
Except for employees in their first year of employment, one personal day (8 hours) may be carried from fiscal year to fiscal year. Each July 1st, all personal time balances will be deleted with the exception of a remaining eight (hours). At no time shall any PPT employee have accrued personal time in excess of forty-eight (48) hours. A PPT employee must work a minimum of 40 hours bi-weekly in order to accrue personal time on the total worked hours for the pay cycle. Maximum amount of personal time earned in a 12-month period may not exceed 40 hours. Personal days shall not be granted if unused, to any PPT employee upon retirement, termination (other than permanent layoff), or discharge.

Charged Per Use

Personal time off shall be charged by actual time used, in one quarter (1/4) hour increments. Personal leave of more than one quarter (1/4) hour shall be charged to the next higher one quarter (1/4) hour, except that in no case shall the charge exceed eight (8) hours when personal time is used by the day.

FISCAL IMPACT:

No additional funds are being requested. Any gap in services resulting from used personal leave will be fulfilled by full-time staff within the respective unit.

PREVIOUS BOARD ACTION(S): N/A

RECOMMENDATION: Approving accrued personal leave to Permanent Part-Time employees who work 40+ hours per bi-weekly pay cycle.

	Date	June 12, 2024
	Item No. Roll Call No. Submitted by:	ACTION 24-0615 Adam Fendrick Park Planner

AGENDA HEADING

Approving Plans, Specifications, Engineer's estimate and form of Contract for the Great Western Trail Improvements project to TK Concrete, Inc. in a contract amount of \$517,511.00 plus a 10% contingency.

INFORMATION:

In 2021, the repair of the Great Western Trail was listed as one of the priority projects that would be completed if the 2022 Bond Referendum passed. The referendum passed and this project was the first trail on the list slated for repairs within the first Bond letting. Staff applied for a few grants to help fund this project but was not successful, so funding for the project will come solely from the Bond. Snyder & Associates prepared construction plans that focus on repairing the perpendicular cracks along the trail by cutting out sections of trail to restabilize the base course and laying new asphalt surfacing in a series of patches along the trail from County Line Road to George Flagg Parkway. The section of trail through Willow Creek Golf Course will be removed and replaced with concrete trail for a short distance. The project also includes installing concrete trail at the two gravel road crossings. The work will begin late summer and be completed this fall. Sections of the trail will need to close to perform the work, however staff has requested all trail closures be limited to only occur in two sections at a time.

The project was publicly advertised for three weeks and sealed bids were opened on June 5, 2024 with. Five bids were received with the bid results attached and the lowest responsible bidder was TK Concrete Inc. Staff recommends awarding the project to TK Concrete Inc.

FISCAL IMPACT:

<u>Amount:</u>	\$517,511.00	Contract Amount
	\$ 51,751.00	10 % Contingency
	\$569,262.00	Not to Exceed

Funding Source: Polk County Water & Land Legacy Bond - Trails

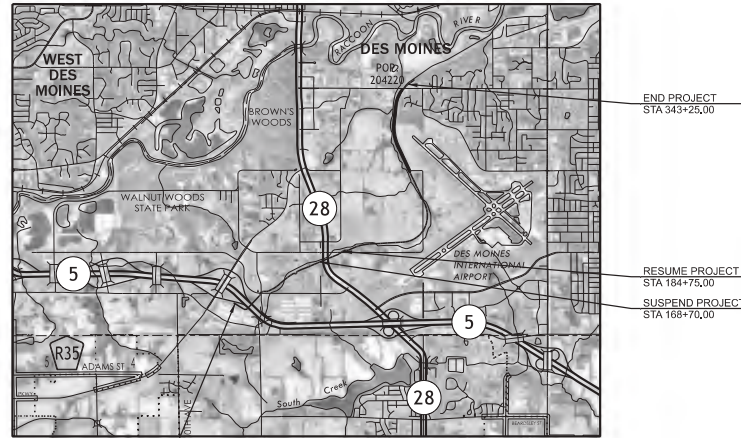
PREVIOUS BOARD ACTION(S):

<u>Date:</u>	NA
<u>Roll Call:</u>	NA
<u>Action:</u>	NA

RECOMMENDATION:

Approving Plans, Specifications, Engineer's estimate and form of Contract for the Great Western Trail Improvements project to TK Concrete, Inc. in a contract amount of \$517,511.00 plus a 10% contingency and directing the Director to sign said agreement.

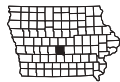
CONSTRUCTION PLANS FOR POLK COUNTY CONSERVATION GREAT WESTERN TRAIL IMPROVEMENTS FROM COUNTY LINE ROAD TO GEORGE FLAGG PKWY POLK COUNTY, IA



VICINITY MAP

INDEX OF SHEETS

- A.1 TITLE SHEET
- A.2 LEGEND, GENERAL NOTES AND UTILITY CONTACT
- B.1-B.2 TYPICAL SECTIONS AND DETAILS
- C.1 QUANTITIES AND ESTIMATE REFERENCE NOTES
- C.2 POLLUTION PREVENTION PLAN NOTES
- D.1-D.6 PLAN AND PROFILE SHEETS
- J.1 TRAFFIC CONTROL AND STAGING NOTES
- S.1-S.2 SIDEWALK LAYOUT



MILEAGE SUMMARY			
DIV.	LOCATION	LIN. FT.	MILES
1	STA 101+00.00 TO 168+70.00	67+70	1.28
2	STA 184+75.00 TO 343+25.00	158+50	3.00

I hereby certify that this engineering 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.

Tyler N. Jensen, P.E. _____ Date _____

License Number P24526

My License Renewal Date is December 31, 2025

Pages or sheets covered by this seal:

ALL SHEETS

GREAT WESTERN TRAIL MANAGEMENT PLAN

TITLE SHEET

POLK COUNTY, IOWA

SNYDER & ASSOCIATES, INC. 2727 SW SNYDER BLVD ANKENY, IOWA 50023 515-964-2020 | WWW.SNYDER-ASSOCIATES.COM



Project No: 1221538
Sheet A.1

MARK	REVISION	DATE	BY
Engineer: EJT	Created By: TAJ	Scale: AS SHOWN	
Technician: MJB	Date: 05/10/2024	Field No.	
Project No: 1221538			Sheet A.1

CONSTRUCTION SURVEY WILL BE PROVIDED BY OWNER. ANY ADDITIONAL STAKING OR STAKING THAT IS DESTROYED DUE TO CONSTRUCTION THAT MUST BE REPLACED WILL BE THE CONTRACTOR'S EXPENSE. CONSTRUCTION STAKING WILL BE PROVIDED AS FOLLOWS: ONE SET OF STAKES FOR GRADE, ONE SET OF STAKES FOR ELEVATION, ONE SET OF STAKES FOR CONSTRUCTION OF ROADWAY, ONE SET OF STAKES FOR ROADWAY CROSSINGS (PAVEMENT EDGE OFFSETS WITH TOP SLAB ELEVATIONS, 25' INTERVALS); ONE SET OF STAKES FOR ROADWAY PAVEMENT SECTION AT TRAIL CONNECTIONS (PAVEMENT EDGE OFFSETS WITH TOP SLAB ELEVATIONS, 25' INTERVALS). OWNER PROVIDED CONSTRUCTION STAKING WILL BE LIMITED TO A MAXIMUM OF 4 SITE VISITS.



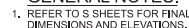
① PROTECT EXISTING PAVEMENT

② PATCHES SHALL MATCH EXISTING TRAIL CROSS SLOPE

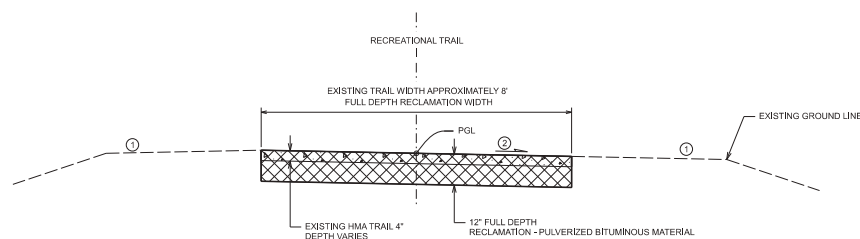


3 PAVEMENT HEADER DETAIL
B.1 NO SCALE

③ PROVIDE A SMOOTH ALIGNMENT AND A SMOOTH PROFILE WITH NO SUDDEN GRADE BREAKS.



4 TYPICAL TRAIL CROSSING AT GRANULAR ROAD
B.1 NO SCALE



DESCRIPTION	LOCATION	
	STATION TO STATION	
TRAIL	139+20.00	143+60.00
TRAIL	151+00.00	168+70.00

KEYED NOTES:

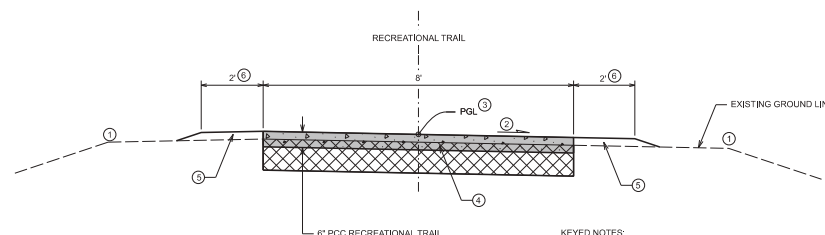
- ① U.A.C. EXISTING TRAIL SHOULDERING
- ② CROSS SLOPE SHALL BE 1.5% TARGET, 2.0% MAXIMUM. MATCH EXISTING CROSS SLOPE DIRECTION

GENERAL NOTES:

THE ALIGNMENT/STATIONING FOR THIS PROJECT IS BASED UPON A BEST FIT OF EXISTING TRAIL PAVEMENT. THE ALIGNMENT IS TO BE USED TO IDENTIFY IMPROVEMENT LIMITS AND LOCATIONS AND NOT FOR PAVING OPERATIONS. CONTRACTOR TO PERFORM FULL-DEPTH RECLAMATION AND PAVING OPERATIONS ON CURRENT TRAIL ALIGNMENT. CONTRACTOR REQUIRED TO PROVIDE FIELD CHECKS AND ADJUSTMENTS TO MAINTAIN CURRENT ALIGNMENT DURING CONSTRUCTION OPERATIONS. COORDINATE WITH OWNER AND ENGINEER PRIOR TO COMMENCING PAVING OPERATIONS.

① TYPICAL SECTION FOR FULL DEPTH RECLAMATION SHARED USE PATH

NO SCALE



DESCRIPTION	LOCATION	
	STATION TO STATION	
TRAIL	139+20.00	143+50.00
TRAIL	151+00.00	168+70.00

GENERAL NOTES:

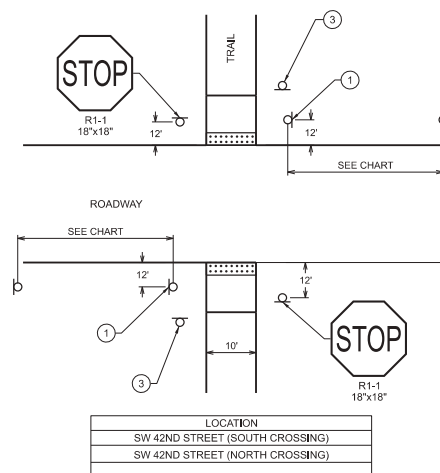
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KEYED NOTES:

- ① U.A.C. EXISTING TRAIL SHOULDERING
- ② CROSS SLOPE SHALL BE 1.5% TARGET, 2% MAXIMUM. MATCH EXISTING TRAIL CROSS SLOPE DIRECTION. PROVIDE UNIFORM TRANSITION BETWEEN CROSS SLOPE DIRECTIONS.
- ③ NO TRAIL PROFILE TO BE GIVEN, PROPOSED TRAIL PROFILE GRADE SHALL BE APPROXIMATELY 3" ABOVE FINAL GRADE AFTER FULL DEPTH RECLAMATION OPERATIONS. PROVIDE A SMOOTH PROFILE WITH NO SUDDEN GRADE BREAKS.
- ④ TRIM FULL DEPTH RECLAMATION MATERIAL TO A MAX DPTH OF 3". TRIMMED MATERIAL TO BE USED AS NEW TRAIL SHOULDERING. TRIMMED MATERIAL TO BE WINDROWED TO BOTH SIDES OF TRAIL.
- ⑤ BACKFILL WITH EXCESS FULL RECLAMATION MATERIAL FROM TRIMMING FOR SHOULDER FINISHING.
- ⑥ 2% (6:1 MAX.) SLOPE ≥ MINIMUM WIDTH FROM EDGE OF TRAIL.

② TYPICAL SECTION FOR SHARED USE PATH

NO SCALE



LOCATION
SW 42ND STREET (SOUTH CROSSING)
SW 42ND STREET (NORTH CROSSING)

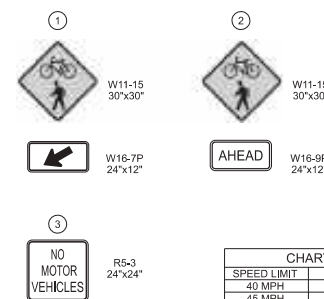


CHART	
SPEED LIMIT	DISTANCE
40 MPH	305 FT.
45 MPH	360 FT.
50 MPH	425 FT.
55 MPH	495 FT.

GENERAL NOTES:

1. COORDINATE WITH ENGINEER PRIOR TO ORDERING SIGNS.

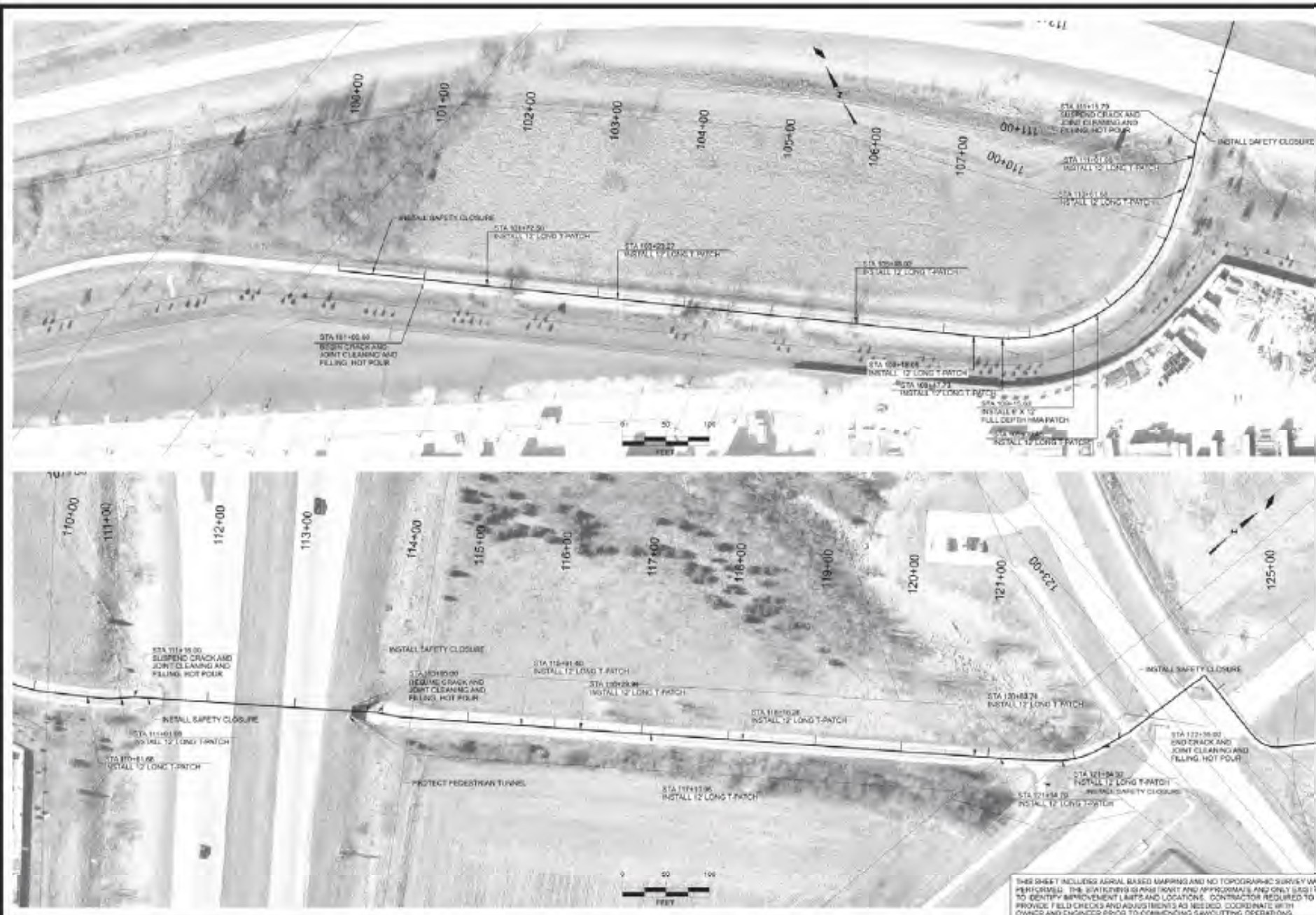
3 SIGN PLACEMENT DETAIL

NO SCALE

03/28/2024 10:00 AM
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11/01/24

03/28/2024 10:00 AM
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NO.	REVISION	DATE	BY
1	ISSUED FOR BIDDING	11/01/24	JG
2	REVISED	11/01/24	JG
3	REVISED	11/01/24	JG
4	REVISED	11/01/24	JG
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6	REVISED	11/01/24	JG
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GREAT WESTERN TRAIL MANAGEMENT PLAN

PLAN AND PROFILE SHEETS

POLK COUNTY, IOWA

SNYDER & ASSOCIATES, INC.

3301 SAWYER BLVD
ARNEY, IOWA 50003
319-584-3331 | WWW.SNYDER-ASSOCIATES.COM



SNYDER
& ASSOCIATES

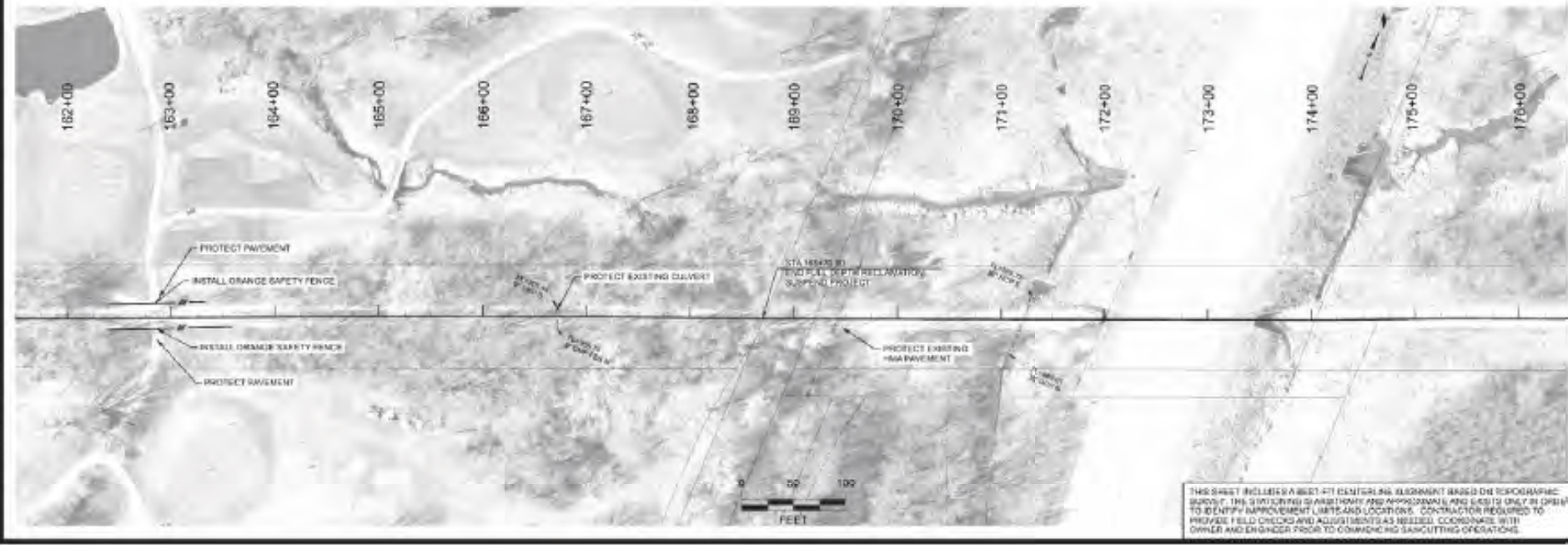
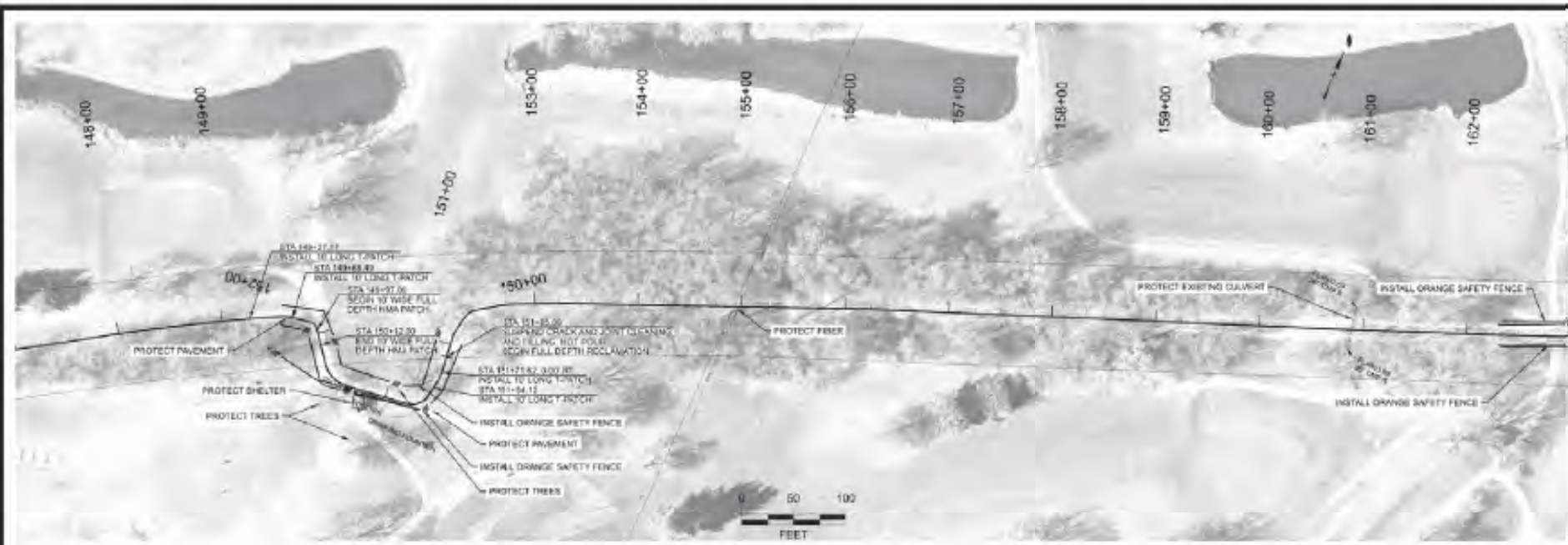
THIS SHEET INCLUDES AERIAL BASED MAPPING AND NO TOPOGRAPHIC SURVEY WAS PERFORMED. THE SPLITTING OF THIS SHEET AND APPROXIMATELY 1/2" ONLY IS TO IDENTIFY IMPROVEMENT LIMITS AND LOCATIONS. CONTRACTOR REQUIRED TO PROVIDE FIELD CHECKS AND ADJUSTMENTS AS NEEDED. COORDINATE WITH OWNER AND ENGINEER PRIOR TO COMMENCING SAWCUTTING OPERATIONS.

Project No. 1221538
Sheet D.1

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THIS SHEET INCLUDES A BEST-FIT CENTERLINE ALIGNMENT BASED ON TOPOGRAPHIC SURVEY. THE SURVEYED ALIGNMENT AND APPROXIMATE PROPOSED CENTERLINE ARE SHOWN TO IDENTIFY IMPROVEMENT LIMITS AND LOCATIONS. CONTRACTOR REQUIRED TO PROVIDE FIELD CHECKS AND ADJUSTMENTS AS NEEDED. COORDINATE WITH OWNER AND ENGINEER PRIOR TO COMMENCING SURVEILLING OPERATIONS.

NO.	REVISION	DATE	BY
1	ISSUED FOR PERMIT	12/21/16	JW
2	REVISED TO ADD STATION 178+00	03/28/17	JW

Project No. 1221538
Sheet D.3

GREAT WESTERN TRAIL MANAGEMENT PLAN
PLAN SHEETS
POLK COUNTY, IOWA
SNYDER & ASSOCIATES, INC.
3301 NW SNYDER BLVD
AMERY, IOWA 50003
319-584-3331 / WWW.SNYDER-ASSOCIATES.COM

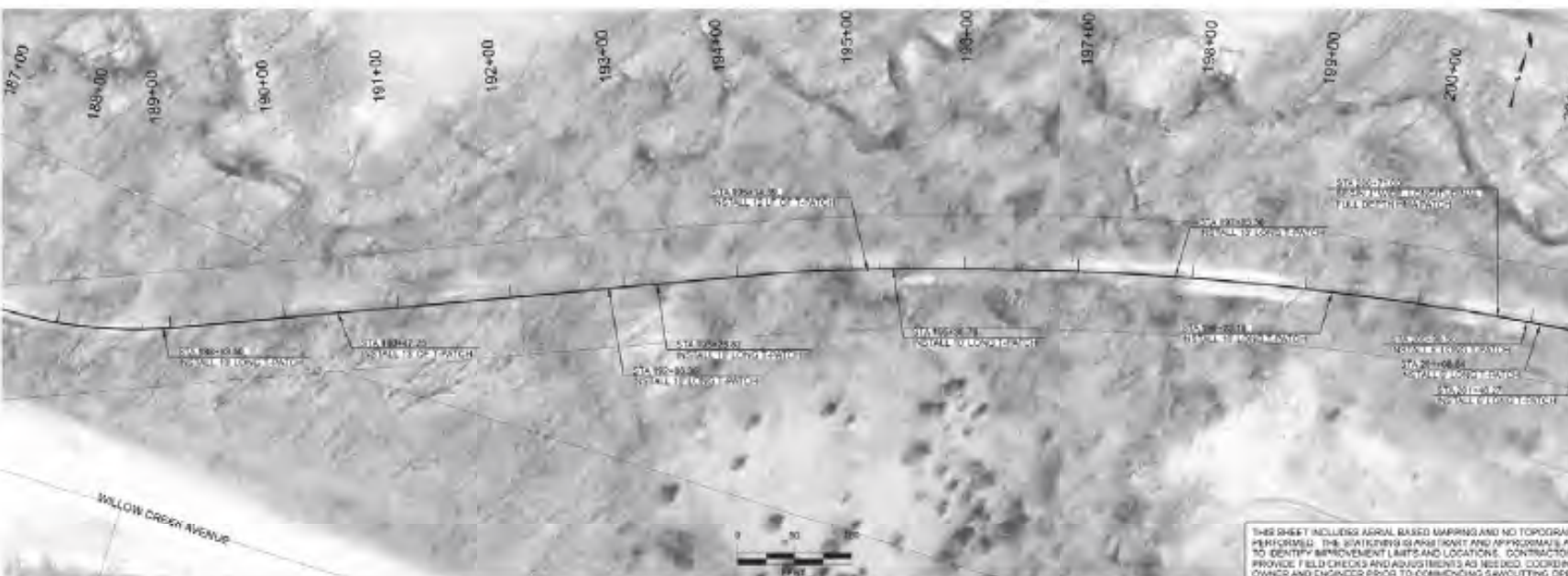
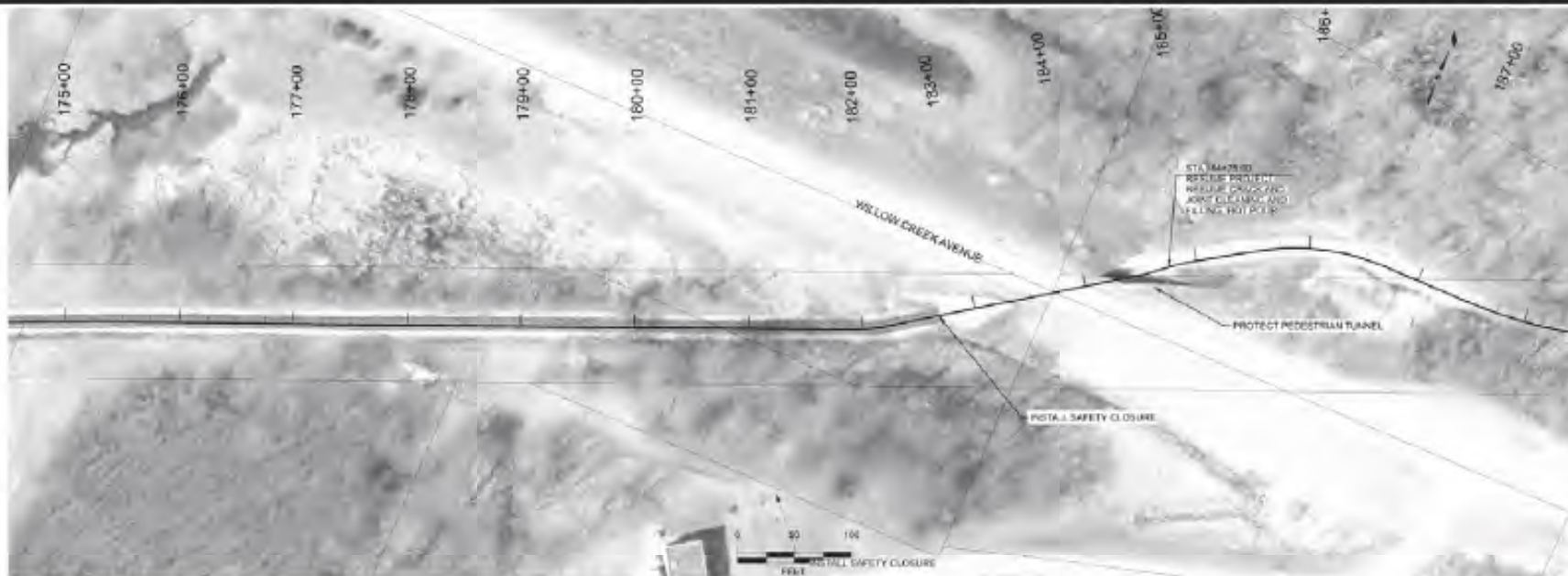


Project No. 1221538
Sheet D.3

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 User: J. Snyder
 Sheet: 04

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 09:02:23 AM

03/29/2024 09:02:23 AM
 Project: 1221538 - Polk County, Iowa
 User: J. Snyder
 Sheet: 04



THIS SHEET INCLUDING AERIAL BASED MAPPING AND NO TOPOGRAPHIC SURVEY WAS PERFORMED. THE SWITCHING CLASH POINT AND APPROXIMATE AND ONLY USED TO IDENTIFY IMPROVEMENT LIMITS AND LOCATIONS. CONTRACTOR REQUIRED TO PROVIDE FIELD CHECKS AND ADJUSTMENTS AS NEEDED. COORDINATE WITH OWNER AND ENGINEER PRIOR TO COMMENCING SAWCUTTING OPERATIONS.

NO.	REVISION	DATE	BY
1	ISSUED FOR CONSTRUCTION	03/29/2024	J. Snyder

GREAT WESTERN TRAIL MANAGEMENT PLAN

PLAN AND PROFILE SHEETS

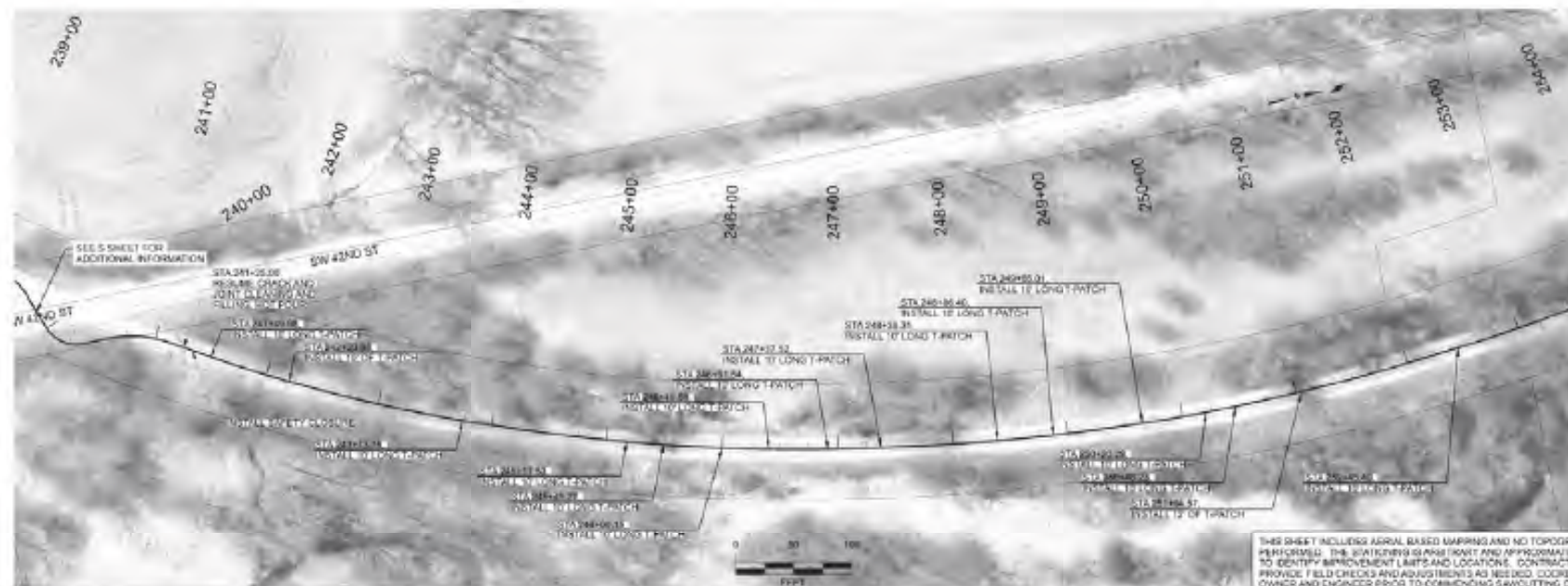
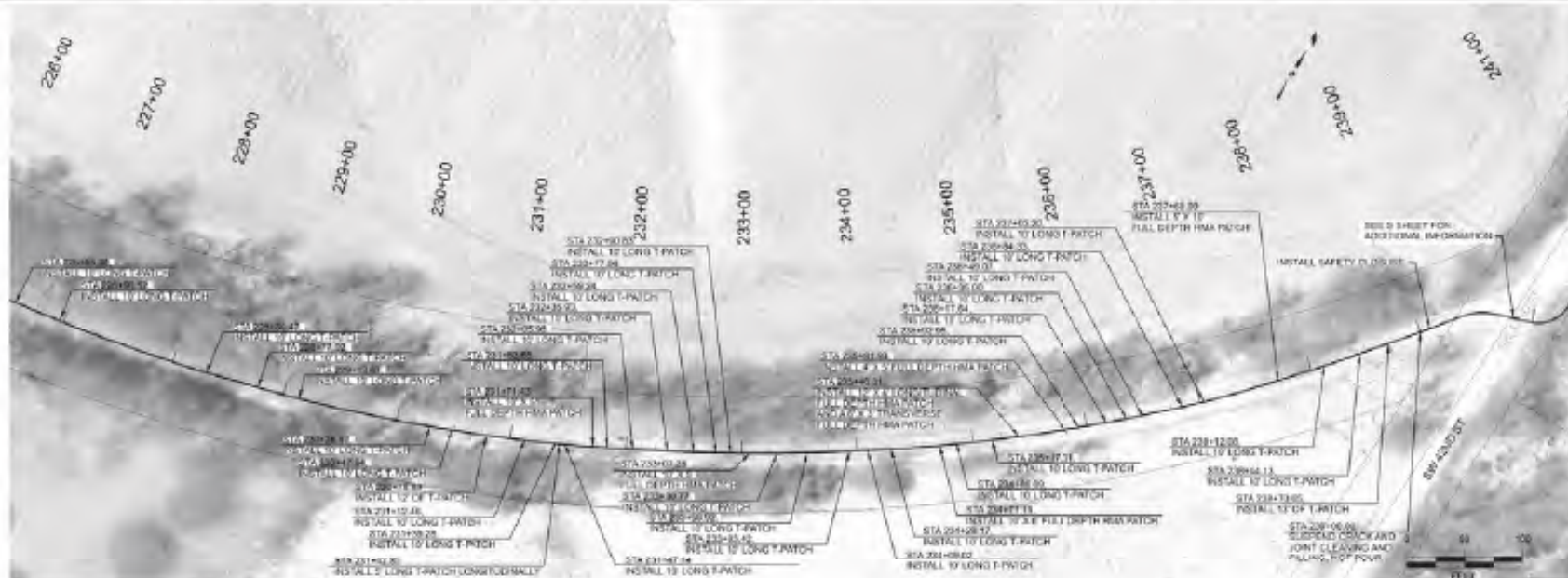
POLK COUNTY, IOWA

SNYDER & ASSOCIATES, INC.

3301 SAWYER BLVD
 AMES, IOWA 50003
 515-984-3331 | WWW.SNYDER-ASSOCIATES.COM



Project No: 1221538
 Sheet: 04



THIS SHEET INCLUDES AERIAL BASED MAPPING AND NO TOPOGRAPHIC SURVEY WAS PERFORMED. THE SWITCHING GRADE (HWT) AND APPROXIMATELY 10' (S) IS TO IDENTIFY IMPROVEMENT LIMITS AND LOCATIONS. CONTRACTOR REQUIRED TO PROVIDE FIELD CHECKS AND ADJUSTMENTS AS NEEDED. COORDINATE WITH OWNER AND ENGINEER PRIOR TO COMMENCING SAWCUTTING OPERATIONS.

NO.	REVISIONS	DATE	BY
1	Project B.D. - Checked: This	Issue: 11-10-20	Project: B.D.
2	Revised: 11-10-20	Issue: 11-10-20	Project: B.D.
3	Revised: 11-10-20	Issue: 11-10-20	Project: B.D.

GREAT WESTERN TRAIL MANAGEMENT PLAN
PLAN AND PROFILE SHEETS
SNYDER & ASSOCIATES, INC.
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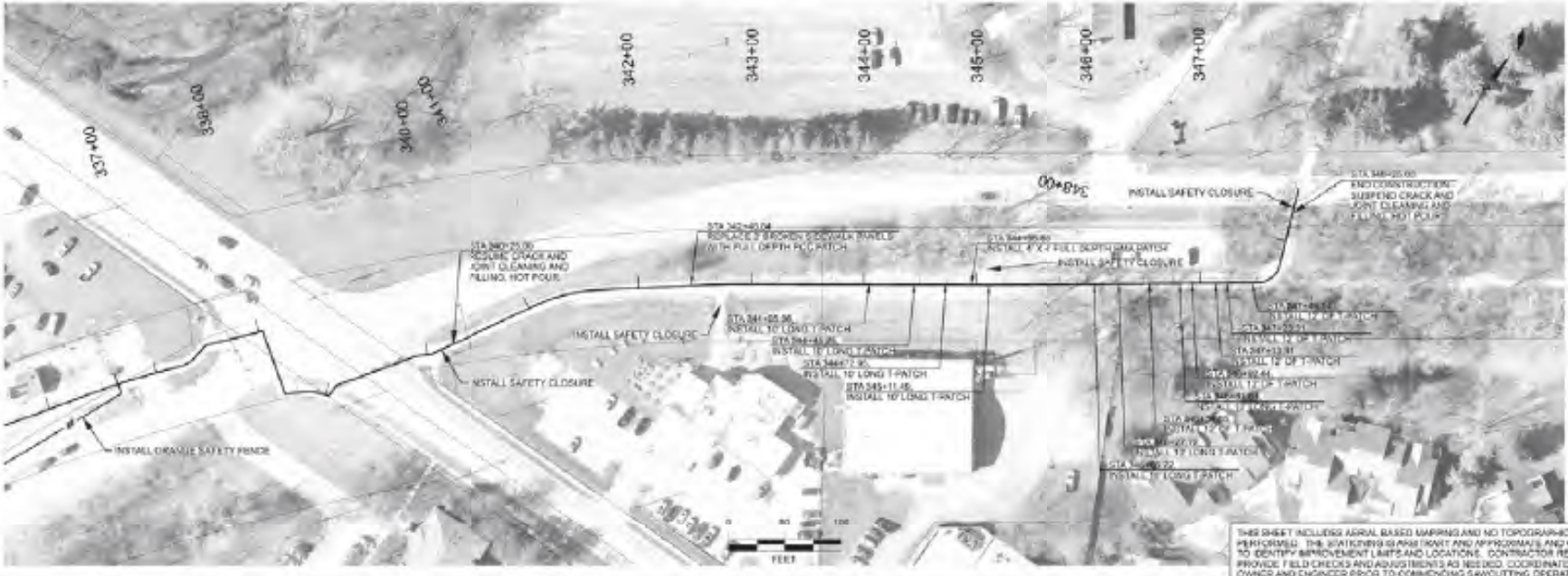
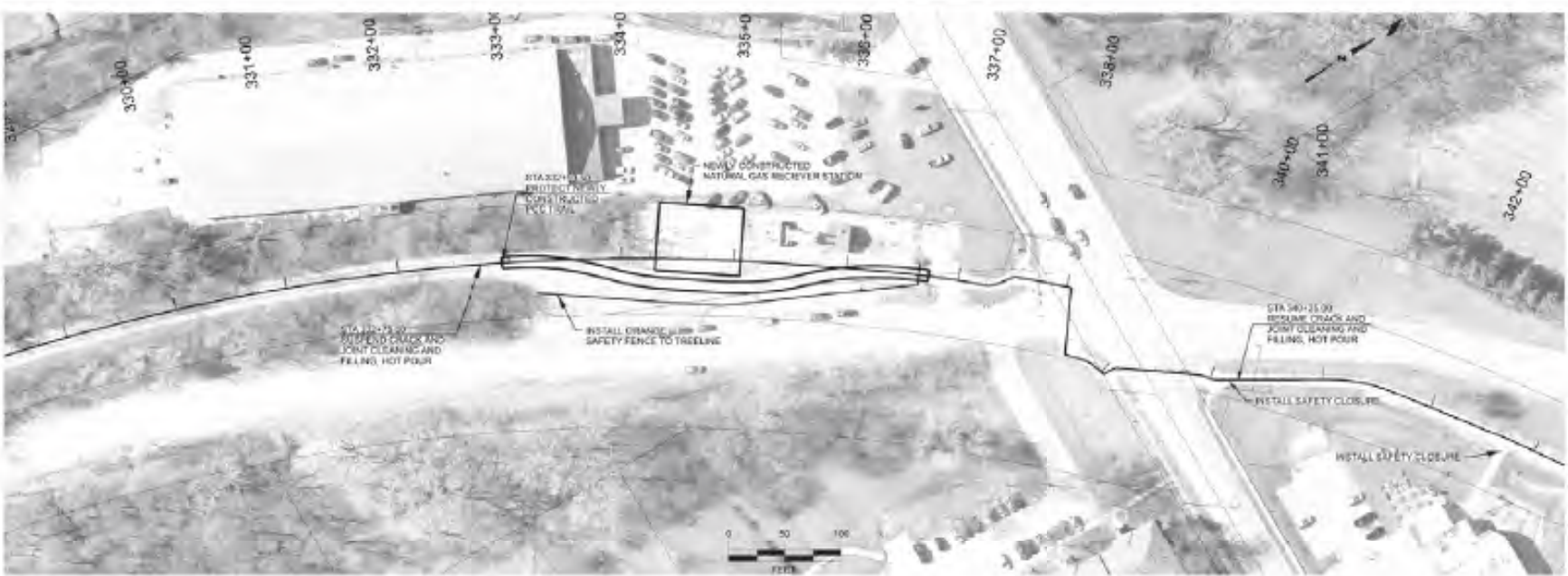
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SHEET: 1221538

12/21/2023

03/28/2024 10:00 AM
PROJECT: GREAT WESTERN TRAIL MANAGEMENT PLAN
SHEET: 1221538



THIS SHEET INCLUDES AERIAL BASED MAPPING AND NO TOPOGRAPHIC SURVEY WAS PERFORMED. THE SWITCHING CLASH POINTS AND APPROXIMATELY 10' TO 15' TO IDENTIFY IMPROVEMENT LIMITS AND LOCATIONS. CONTRACTOR REQUIRED TO PROVIDE FIELD CHECKS AND ADJUSTMENTS AS NEEDED. COORDINATE WITH OWNER AND ENGINEER PRIOR TO COMMENCING SAWCUTTING OPERATIONS.

NO.	REVISIONS	DATE	BY
1	Project B.D. - Checked: This	12/21/2023	Example
2	Submitted: M.D.	12/21/2023	Example
Project: 1221538			Sheet: D.10

GREAT WESTERN TRAIL MANAGEMENT PLAN

PLAN SHEETS

SNYDER & ASSOCIATES, INC.

POLK COUNTY, IOWA

3301 SAWYER BLVD
AMERY, IOWA 50003
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Project No: 1221538
Sheet: D.10

TRAFFIC CONTROL PLAN

1. TRAFFIC CONTROL ON THIS PROJECT SHALL BE IN ACCORDANCE WITH THE CURRENT EDITION OF THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) FOR THE STREETS AND HIGHWAYS AS ADOPTED BY THE IOWA DEPARTMENT OF TRANSPORTATION PER 761 OF THE IOWA ADMINISTRATIVE CODE (IAC) CHAPTER 130.
2. ALL TRAFFIC CONTROL DEVICES SHALL BE FURNISHED, ERECTED, MAINTAINED, CLEANED AND REMOVED BY THE CONTRACTOR. ALL TRAFFIC CONTROL WILL REMAIN THE SOLE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL CHECK TRAFFIC CONTROL DEVICES DAILY AND REPAIR OR REPLACE DAMAGED OR MISALIGNED DEVICES PROMPTLY.
3. THE CONTRACTOR SHALL PROVIDE, PRIOR TO THE START OF CONSTRUCTION, THE NAME AND 24-HOUR PHONE NUMBER OF THE CONTRACTOR'S REPRESENTATIVE IN CHARGE OF TRAFFIC CONTROL. PROMPT RESPONSE TO TRAFFIC CONTROL RELATED ITEMS IS REQUIRED.
4. PROPOSED CHANGES IN THE TRAFFIC CONTROL PLAN SHALL BE REVIEWED WITH THE OWNER AND ENGINEER AT LEAST 5 BUSINESS DAYS BEFORE CHANGES ARE MADE IN THE FIELD.
5. WHERE PEDESTRIAN PATHWAY CLOSURES ARE IDENTIFIED IN THE PLANS, THE CONTRACTOR MUST PROVIDE 10 CALENDAR DAYS ADVANCE NOTIFICATION OF PEDESTRIAN PATH CLOSURE TO: IOWA DEPARTMENT OF THE BLIND; DIRECTOR'S OFFICE, TELEPHONE: 515-281-1336, WEBSITE: WWW.BLIND.STATE.IA.US, NATIONAL FEDERATION OF THE BLIND OF IOWA; PRESIDENT, TELEPHONE: 319-321-8769, EMAIL ADDRESS: DONNA.PRIME@NFB.ORG AND THE ENGINEER.
6. FURNISH TEMPORARY SIGNS THAT STATE "TRAIL CLOSED". THE SIGN MAY BE MOUNTED ON MOVEABLE SKIDS, FIXED POSTS, OR ATTACHED TO THE ORANGE SAFETY MESH FENCING. SIGNS THAT ARE MOUNTED ON THE ORANGE SAFETY MESH MUST BE SECURELY ATTACHED AND IN A NEAR VERTICAL POSITION AT ALL TIMES. THE SIGNS MUST BE IN A CONDITION THAT ALLOWS THEM TO BE EFFECTIVE. THE SIGNS MUST HAVE ADEQUATE REFLECTIVITY DURING NIGHT TIME INSTALLATIONS AND USAGE SO THAT THE MESSAGE IS CLEARLY READABLE. LOCATE THE SIGNS AT THE DESIGNATED AREA ON D OR J.1 SHEET WHILE CONSTRUCTION IS IN PROGRESS.
7. CONSTRUCTION OF PAVED CROSSINGS OF SW 42ND STREET WILL REQUIRE TRAFFIC CONTROL PER IOWA DOT STANDARD ROAD PLAN TC-252. DYNAMIC MESSAGE SIGNS ARE NOT REQUIRED. CONTRACTOR TO NOTIFY POLK COUNTY AND CITY OF DES MOINES 2 WEEKS IN ADVANCE OF ROAD CLOSURES.

KEY NOTES

- ① ADVANCED SIGNING PER IOWA DOT STANDARD ROAD PLAN TC-252.

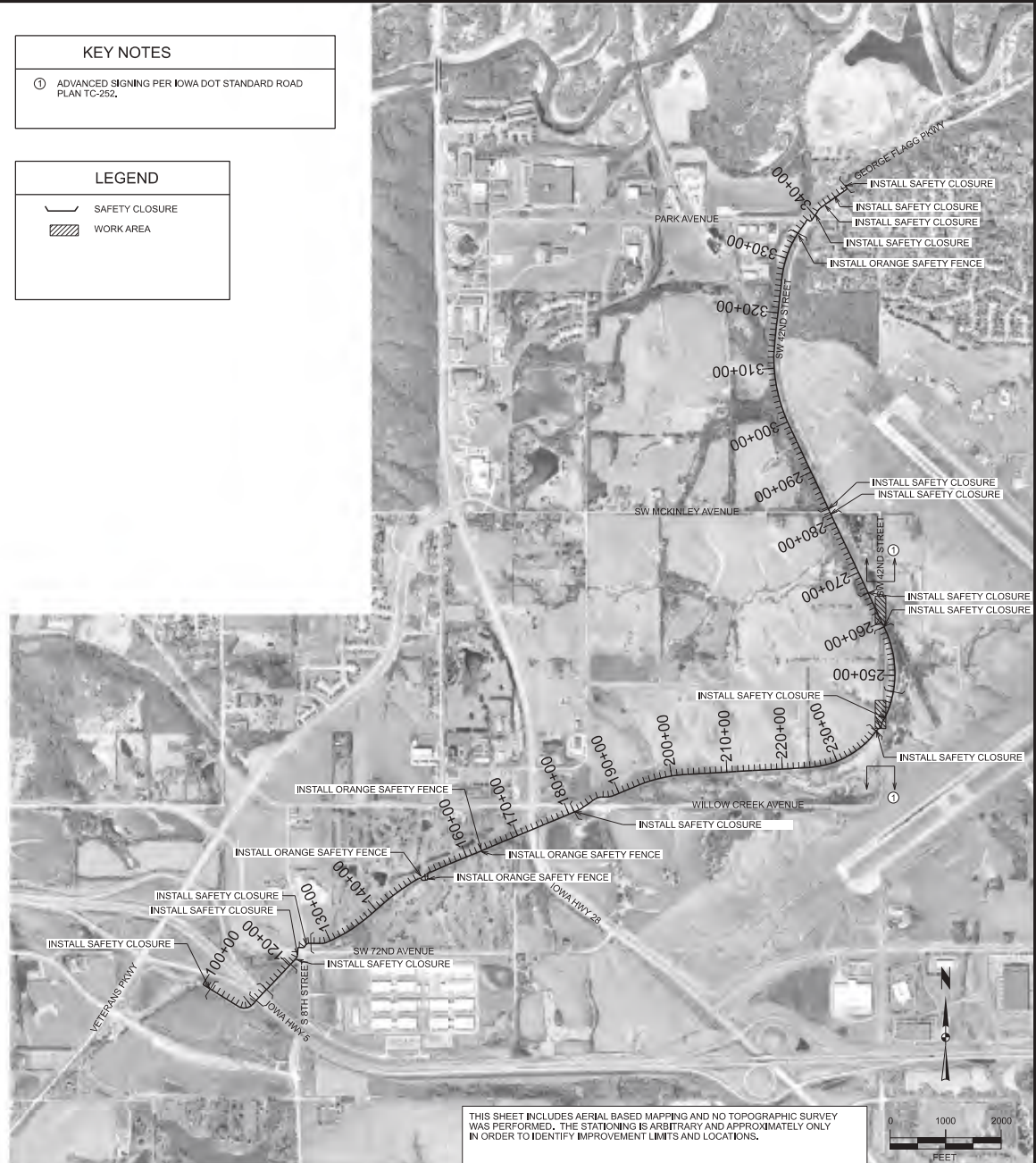
LEGEND

- SAFETY CLOSURE
- ▨ WORK AREA

STAGING NOTES

GENERAL STAGING NOTES:

1. THE CONTRACTOR IS REQUIRED TO NOTIFY WILLOW CREEK GOLF COURSE TWO WEEKS PRIOR TO MOBILIZATION ONTO THE PROJECT SEGMENT THROUGH WILLOW CREEK GOLF COURSE.
2. CONTRACTOR SHALL NOT START WORK UNTIL AFTER TRAFFIC CONTROL IS IN PLACE AND APPROVED BY OWNER.
3. CONTRACTOR SHALL BE RESPONSIBLE FOR SECURING A SAFE STORAGE AREA FOR EQUIPMENT AND MATERIALS TO BE USED ON THE PROJECT.
4. PERFORM CONTINUOUS WORK AND PROVIDE AN ADEQUATE WORKFORCE FOR EACH REHABILITATION SEGMENT UPON BEGINNING WORK.
5. CONTRACTOR IS TO SUBMIT A CONSTRUCTION SCHEDULE AND STAGING PLAN TO THE ENGINEER FOR REVIEW. STAGING PLAN TO INCLUDE SCHEDULE FOR CLOSING EACH SEGMENT OF TRAIL (SEGMENT CONSIDERED FROM ROAD TO ROAD), NOT MORE THAN TWO TRAIL SEGMENTS CAN BE CLOSED AT ANY GIVEN TIME. CONTRACTOR IS NOT TO ENCROACH ONTO WILLOW CREEK GOLF COURSE PROPERTY WITHOUT WRITTEN CONSENT FROM GOLF COURSE. ANY DAMAGES OR DISTURBANCE TO WILLOW CREEK GOLF COURSE PROPERTY SHALL BE REMEDIED TO WILLOW CREEK EXPECTATIONS AT THE CONTRACTOR'S EXPENSE WITH NO REIMBURSEMENT FROM THE OWNER.
6. CONTRACTOR TO USE EXISTING GREAT WESTERN TRAIL OFF SOUTH 8TH STREET FOR ACCESS FOR FULL-DEPTH RECLAMATION WORK. CONTRACTOR IS RESPONSIBLE FOR TAKING PROTECTIVE MEASURE TO PROTECT EXISTING TRAIL PAVEMENT. THIS IS CONSIDERED INCIDENTAL TO THE TEMPORARY TRAFFIC CONTROL ITEM. ANY DAMAGE TO EXISTING TRAIL SHALL BE AT THE CONTRACTOR'S EXPENSE WITH NO REIMBURSEMENT FROM THE OWNER.



THIS SHEET INCLUDES AERIAL BASED MAPPING AND NO TOPOGRAPHIC SURVEY WAS PERFORMED. THE STATIONING IS ARBITRARY AND APPROXIMATELY ONLY IN ORDER TO IDENTIFY IMPROVEMENT LIMITS AND LOCATIONS.

GREAT WESTERN TRAIL MANAGEMENT PLAN

SURVEY CONTROL AND BENCHMARKS

POLK COUNTY, IOWA

SNYDER & ASSOCIATES, INC.

2727 SW SNYDER BLVD
ANKENY, IOWA 50023
515-984-2020 | WWW.SNYDER-ASSOCIATES.COM



Project No: 1221538

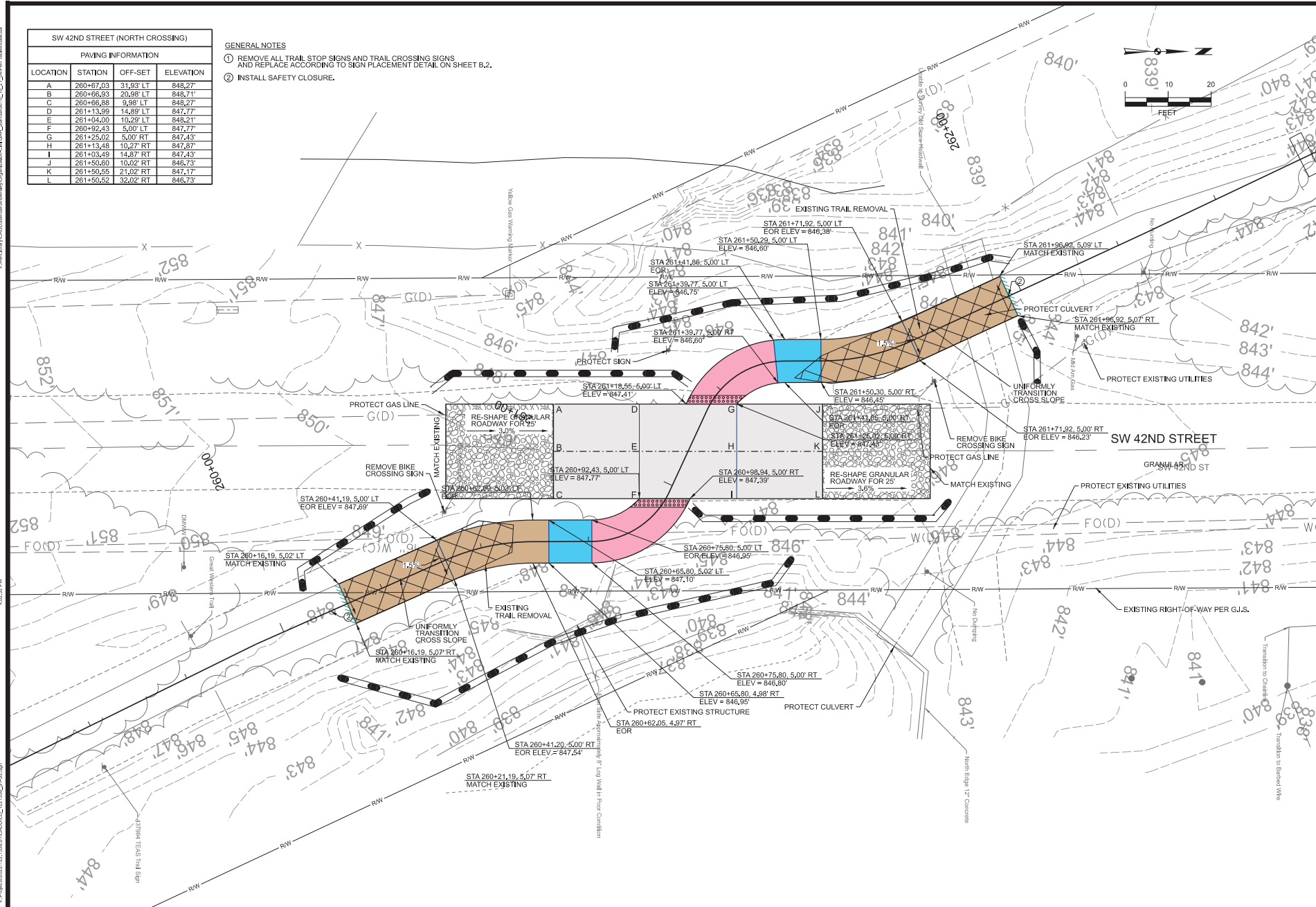
Sheet J.1

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SW 42ND STREET (NORTH CROSSING)			
PAVING INFORMATION			
LOCATION	STATION	OFF-SET	ELEVATION
A	260+67.03	31.93' LT	848.27'
B	260+66.93	20.98' LT	848.71'
C	260+66.88	9.98' LT	848.27'
D	261+13.89	14.89' LT	847.77'
E	261+04.00	10.29' LT	848.21'
F	260+92.43	5.00' LT	847.77'
G	261+25.02	5.00' RT	847.43'
H	261+13.43	10.27' RT	847.87'
I	261+03.49	14.87' RT	847.43'
J	261+50.60	10.02' RT	846.73'
K	261+50.55	21.02' RT	847.17'
L	261+50.52	32.02' RT	846.73'

GENERAL NOTES

- 1 REMOVE ALL TRAIL STOP SIGNS AND TRAIL CROSSING SIGNS AND REPLACE ACCORDING TO SIGN PLACEMENT DETAIL ON SHEET B.2.
- 2 INSTALL SAFETY CLOSURE.



MARK	REVISION	DATE	BY
1	1	01/12/2024	1
2	2	01/12/2024	2
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100	100	01/12/2024	100

GREAT WESTERN TRAIL MANAGEMENT PLAN

SIDEWALK LAYOUT

POLK COUNTY, IOWA

SNYDER & ASSOCIATES, INC.

2727 SW SNYDER BLVD

ANKENY, IOWA 50023

515-964-2020 | WWW.SNYDER-ASSOCIATES.COM

SNYDER

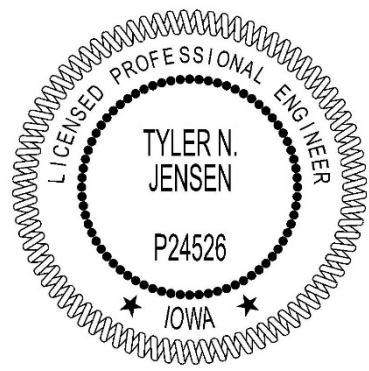
& ASSOCIATES

Project No: 1221538

Sheet S.2

**GREAT WESTERN TRAIL IMPROVEMENTS
FROM COUNTY LINE ROAD TO GEORGE FLAGG PKWY
POLK COUNTY CONSERVATION BOARD**

Snyder & Associates Project No. – 122.1538.01

	I hereby certify that this engineering 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
	 May 9, 2024 Date Tyler N. Jensen, P.E. License Number P24526 My License Renewal Date is December 31, 2025 Pages or sheets covered by this seal: <u>ALL</u>

SNYDER & ASSOCIATES, INC.
2727 SW Snyder Blvd
Ankeny, IA 50023
515-964-2020

GREAT WESTERN TRAIL IMPROVEMENTS
FROM COUNTY LINE ROAD TO GEORGE FLAGG PKWY
DALLAS COUNTY, IA

S&A PROJECT NO. 122.1538.01

The following documents are a part of this contract:

<u>Document</u>	<u>Pages</u>
Notice to Bidders	NTB - 1 to NTB - 3
Notice of Hearing.....	NH - 1
Instruction to Bidders	ITB - 1 to ITB - 3
Proposal	P - 1 to P - 17
Identity of Subcontractors	P - 4
Insurance Requirements	P - 6 to P - 12
Bid Bond	BB - 1 to BB - 2
Contract	C - 1 to C - 8
Performance, Payment and Maintenance Bond	PM - 1 to PM - 5
Notice to Proceed	NP -1 to NP - 2

Specifications

The Iowa Statewide Urban Standard Specifications for Public Improvements, 2024 Edition, referred to in the plans and specifications as SUDAS, shall apply to construction work on this project, except as modified in the plans and special provisions.

NOTICE TO BIDDERS
JURISDICTION OF POLK COUNTY
GREAT WESTERN TRAIL IMPROVEMENTS
FROM COUNTY LINE ROAD TO GEORGE FLAGG PKWY

Notice is hereby given that a public hearing will be held by the **Polk County Conservation Board** on the proposed contract documents (plans, specifications, and form of contract) and estimated cost for the improvement at its meeting at **5:30 P.M.** on **June 12, 2024**, at **Fort Des Moines Park, 7200 SE 5th Street, Des Moines, IA, 50315, Shelter #3** for the **Great Western Trail Improvements**.

Sealed bids for the work comprising each improvement as stated below must be filed before **2:00 P.M.** according to the clock at the office of **Polk County Conservation Administration Office** on **June 5, 2024**, in the office of the **Polk County Conservation Office at Jester Park Nature Center, 12130 NW 128th St, Granger, Iowa 50109**. Bids received after the deadline for submission of bids as stated herein shall not be considered and shall be returned to the late bidder unopened.

Sealed proposals will be opened and bids tabulated at **2:00 P.M.** on **June 5, 2024**, in the **Polk County Conservation Office at Jester Park Nature Center, 12130 NW 128th St, Granger, Iowa 50109** for consideration by the **Polk County Conservation Board** at its meeting on **June 12, 2024**.

The **Polk County Conservation Board** reserves the right to reject any and all bids. The **Polk County Conservation Board** reserves the right to defer acceptance of any bid for a period of sixty (60) calendar days after receipt of bids and no bid may be withdrawn during this period.

Time for Commencement and Completion of Work. Work on the improvements shall commence any time after a written Notice to Proceed is issued, and shall be completed as stated below. The Notice to Proceed will be issued after the preconstruction conference, which is expected to occur in **July 2024**.

The Contractor shall substantially complete the overall project by **Friday, November 15, 2024**. For this project, substantial completion for the overall project shall be defined as all full-depth patching, t-patches, grading, backfill, topsoil, finish grading, signage, and trail work completed with the streets, driveways, and trails fully open to traffic. Should the Contractor fail to substantially complete the work within this timeframe, liquidated damages of **Five Hundred Dollars (\$500.00) per calendar day** will be assessed for the work not completed within the designated Contract term(s).

Bid Security. Each bidder shall accompany its bid with bid security as defined in Iowa Code Section 26.8, as security that the successful bidder will enter into a contract for the work bid upon and will furnish after the award of contract a corporate surety bond, in a form acceptable to the Jurisdiction, for the faithful performance of the contract, in an amount equal to 5% of the amount of the contract. The bidder's security shall be in the amount fixed in the Instruction to Bidders and shall be in the form of a cashier's check or a certified check drawn on an FDIC insured bank in Iowa or on an FDIC insured bank chartered under the laws of the United States; or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States; or a bid bond on the form provided in the contract documents with corporate surety satisfactory to the Jurisdiction. The bid shall contain no condition except as provided in the specifications.

Contract Documents. The contract documents are available and may be examined at the **Polk County Conservation Office at Jester Park Nature Center, 12130 NW 128th Street, Granger, IA 50109**. Hard copies of the project documents may be obtained from Snyder & Associates, Inc. 2727 SW Snyder Blvd, Ankeny, Iowa 50023 at no charge.

Electronic contract documents are available by clicking on the “BIDS” link at www.snyder-associates.com and choosing “**Great Western Trail Improvements – From County Line Road to George Flagg Pkwy**” on the left. Project information, engineer’s cost opinion, and planholder information is available at no cost at this website. Downloads require the user to register for a free membership at QuestCDN.com.

Iowa Preference. By virtue of statutory authority, preference will be given to products and provisions grown and coal produced within the State of Iowa, and to Iowa domestic labor, to the extent lawfully required under Iowa statutes.

In accordance with Iowa statutes, a resident bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country if that state or foreign country gives or requires any preference to bidders from that state or foreign country, including but not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident.

Sales Tax Exemption. A sales tax exemption certificate will be available for all materials purchased for incorporation in the project.

Public Hearing on Proposed Contract Documents and Estimated Costs for Improvements. A public hearing will be held by the **Polk County Conservation Board** on the proposed contract documents (plans, specifications, and form of contract) and estimated cost for the improvements at its meeting at 5:30 p.m., Wednesday, June 12, 2024 at **Fort Des Moines Park, 7200 SE 5th Street, Des Moines, IA 50315, Shelter #3.**

General Nature of Public Improvement. The work includes all materials, equipment, transportation, and labor necessary to complete the improvements. The proposed project includes 115 CY class 10 excavation, 865 SY construction of soil aggregate subbase, 2,350 SY of full depth reclamation, 287 SY of full depth patches, 657 SY of T-patches, 39,460 LF of crack and joint cleaning and filling, 296 SY of 8” PCC Pavement, 2,726 SY of 6” PCC shared use path, trail signage, traffic control, erosion control, surface restoration, and other miscellaneous work.

Surety Bond. Each successful bidder will be required to furnish a corporate surety bond in an amount equal to 100% of its contract price. Said bond shall be issued by a responsible surety approved by **Polk County Conservation Board** and shall guarantee the faithful performance of the contract and the terms and conditions therein contained and shall guarantee the prompt payment of all material and labor, and protect and save harmless the **Polk County Conservation Board** from claims and damages of any kind caused by the operations of the contract and shall also guarantee the maintenance of the improvement caused by failures in materials and construction for a period of two years from and after acceptance of the contract. The guaranteed maintenance period for new paving shall be four years.

Nondiscrimination. The **Polk County Conservation Board** in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42U.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.

This Notice is given by authority of the **Polk County Conservation Board**

Dated this ____ day of _____, 2024

Chair

ATTEST:

Posted on Polk County Conservation Board website on the ____ day of _____, 2024.

Posted at Master Builders of Iowa Plan Room on the ____ day of _____, 2024.

NOTICE OF HEARING

NOTICE OF PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATE OF COST FOR THE **Great Western Trail Improvements– From County Line Road to George Flagg Pkwy** FOR THE **Polk County Conservation Board**.

Public Notice is hereby given that at **5:30 P.M.** on the **12th** day of **June 2024**, the **Polk County Conservation Board** will, in at **Fort Des Moines Park, 7200 SE 5th Street, Des Moines, IA 50315, Shelter #3** hold a hearing whereat said **Board** will resolve to adopt plans, specifications, form of contract and estimate of cost for the construction of the **Great Western Trail Improvements– From County Line Road to George Flagg Pkwy** project and, at the time, date and place specified above, or at such time, date and place as then may be fixed, to act upon proposals and enter into contract for the construction of said improvements.

General Nature of the Public Improvement

The work includes all materials, equipment, transportation, and labor necessary to complete the improvements. The proposed project includes 115 CY class 10 excavation, 865 SY construction of soil aggregate subbase, 2,350 SY of full depth reclamation, 287 SY of full depth patches, 657 SY of T-patches, 39,460 LF of crack and joint cleaning and filling, 296 SY of 8" PCC Pavement, 2,726 SY of 6" PCC shared use path, trail signage, traffic control, erosion control, surface restoration, and other miscellaneous work.

At said hearing, the **Board** will consider the proposed plans, specifications, form of contract and estimate of cost for said project, the same now being on file in the **Polk County Conservation Board, 12130 NW 128th Street, Granger, IA 50109**, reference to which is made for a more detailed and complete description of the proposed improvements, and at said time and place the said Council will also receive and consider any comments/objections to said plans, specifications and form of contract or to the estimated cost of said improvements made by any interested party.

This Notice is given by authority of the **Polk County Conservation Board**

Dated this ____ day of _____, 2024.

Chair

ATTEST:

Bid Date June 5, 2024
Time 2:00 P.M.

INSTRUCTIONS TO BIDDERS

Project Name Great Western Trail Improvements – From County Line Road to George Flagg Pkwy
Polk County, Iowa

S&A Project No. 122.1538.01

The work comprising the above referenced project shall be constructed in accordance with the 2024 edition of the Statewide Urban Design and Specifications (SUDAS), and as further modified by supplemental specifications and special provisions included in the contract documents. The terms used in the contract revision of the documents are defined in said Standard Specifications. The **Polk County Conservation Board** is the Contracting Authority on this project and shall hereinafter be referred to as the “Jurisdiction.” Before submitting your bid, please review the requirements of Division One, General Provisions and Covenants, in particular the sections regarding proposal requirements, bonding, contract execution and insurance requirements. Please be certain that all documents have been completed properly, and submit them to the **Polk County Conservation Office at Jester Park Nature Center, 12130 NW 128th Street, Granger, IA 50109.**

I. BID SECURITY

The bid security must be in the minimum amount of 5% of the total bid. Bid security shall be in the form of a cashier’s check, a certified check, or a bank money order drawn on a FDIC insured bank in Iowa or drawn on a FDIC insured bank chartered under the laws of the United States; or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States; or a bid bond executed by a corporation authorized to contract as a surety in Iowa or satisfactory to the Jurisdiction. The bid bond must be submitted on the enclosed bid bond form as no other bid bond forms are acceptable. All signatures on the bid bond must be original signatures in ink; facsimile (fax) of any signature on the bid bond is not acceptable. Bid security other than said bid bond shall be made payable to the **Polk County Conservation Board**. “Miscellaneous Bank Checks,” and personal checks, as well as “Money Orders” and “Traveler’s Checks” issued by persons, firms or corporations licensed under Chapter 533B of the Iowa Code, are not acceptable bid security.

II. SUBMISSION OF THE PROPOSAL AND IDENTITY OF BIDDER

- A. The proposal shall be sealed in an envelope, properly identified as the Proposal with the project title and the name and address of the bidder and deposited with the Jurisdiction at or before the time and at the place provided in the Notice to Bidders. It is the sole responsibility of the bidder to see that its proposal is delivered to the Jurisdiction prior to the time for opening bids, along with the appropriate bid security sealed in the separate envelope identified as Bid Security and attached to the outside of the bid proposal envelope. Any proposal received after the scheduled time for the receiving of proposals will be returned to the bidder unopened and will not be considered.

with the streets, driveways, and trails fully open to traffic. Should the Contractor fail to substantially complete the work within this timeframe, liquidated damages of **Five Hundred Dollars (\$500.00) per calendar day** will be assessed for the work not completed within the designated Contract term(s).

IV. SUBLETTING

- A. The Contractor shall perform, with its own organization and forces, work amounting in no less than 20% of the total contract cost.

V. TAXES

- A. The County will issue a sales tax exemption certificate to the Contractor for all materials purchased on the project. The County will issue the appropriate exemption certificates and authorization letters to the Contractor and all subcontractors completing work on the project. Tax exemption certificates are applicable only for the specific project for which the tax exemption certificate is issued.
- B. The Contractor shall provide a listing to the County identifying all appropriate subcontractors qualified for use of the tax exemption certificate. The Contractor and subcontractors may make copies of the certificate and provide to each supplier providing construction material a copy of the tax exemption certificate.

VI. ELECTRONIC DOCUMENTS AND FILES AVAILABILITY

- A. Electronic contract documents are available by clicking on the “BIDS” link at www.snyder-associates.com and choosing “**Great Western Trail Improvements – From County Line Road to George Flagg Pkwy**”. Project information and planholder information is available at no cost at this website. Downloads require the user to register for a free membership at QuestCDN.com.
- B. Digital CAD files of the proposed project may be requested following the completion and receipt of the “Snyder & Associates Electronic Media Transfer Agreement.” Request CAD files directly from Snyder & Associates, Inc.

TO: Polk County Conservation Board

S&A Project No. 122.1538.01

PROPOSAL

PROPOSAL: PART A – SCOPE

The **Polk County Conservation Board**, hereinafter called the “Jurisdiction,” has need of a qualified contractor to complete the work comprising the below referenced improvements. The undersigned Bidder hereby proposes to complete the work comprising the below referenced improvements as specified in the contract documents, which are officially on file with the Jurisdiction, in the office of the County, at the prices hereinafter provided in Part C of the Proposal, for the following described improvements:

GREAT WESTERN TRAIL IMPROVEMENTS – FROM COUNTY LINE ROAD TO GEORGE FLAGG PKWY

General Nature of Public Improvement. The work includes all materials, equipment, transportation, and labor necessary to complete the improvements. The proposed project includes 115 CY class 10 excavation, 865 SY construction of soil aggregate subbase, 2,350 SY of full depth reclamation, 287 SY of full depth patches, 657 SY of T-patches, 39,460 LF of crack and joint cleaning and filling, 296 SY of 8” PCC Pavement, 2,726 SY of 6” PCC shared use path, trail signage, traffic control, erosion control, surface restoration, and other miscellaneous work.

PROPOSAL: PART B – ACKNOWLEDGEMENT OF ADDENDA

The Bidder hereby acknowledges that all addenda become a part of the contract documents when issued, and that each such addendum has been received and utilized in the preparation of this bid. The Bidder hereby acknowledges receipt of the following addenda by inserting the number of each addendum in the blanks below:

ADDENDUM NUMBER _____ ADDENDUM NUMBER _____

ADDENDUM NUMBER _____ ADDENDUM NUMBER _____

and certifies that said addenda were utilized in the preparation of this bid.

PROPOSAL: PART C – BID ITEMS, QUANTITIES AND PRICES

UNIT BID PRICE CONTRACTS: The Bidder must provide the Unit Bid Prices and Total Bid Price on the Proposal Attachment labeled "BID SCHEDULE." In case of discrepancy, the Unit Bid Price governs. The quantities shown on the Proposal Attachment are approximate only but are considered sufficiently adequate for the purpose of comparing bids. The Total Base Bid shall be used only for comparison of bids. The Total Bid shall be used for determining the sufficiency of the bid security. All prices shall be completed in ink or typed.

PROPOSAL: PART D – GENERAL

The Bidder hereby acknowledges that the Jurisdiction, in advertising for public bids for this project reserves the right to:

1. Reject any or all bids. Award of the contract, if any, to be to the lowest responsible, responsive bidder; and
2. Reject any or all alternates in determining the items to be included in the contract. Designation of the lowest responsible, responsive bidder to be based on comparison of the total base bid; and
3. Make such alterations in the documents or in the proposal quantities as it determines necessary in accordance with the contract documents after execution of the contract. Such alterations shall not be considered a waiver of any conditions of the contract documents, and shall not invalidate any of the provisions thereof; and

The Bidder hereby agrees to:

1. Enter into a contract, if this proposal is selected, in the form approved by the Jurisdiction, provide proof of registration with the Iowa Division of Labor in accordance with Chapter 91C of the Iowa Code, and furnish a performance, maintenance, and payment bond; and
2. Forfeit bid security, not as a penalty but as liquidated damages, upon failure to enter into such contract and/or to furnish said bond; and
3. Commence the work on this project on or before the date specified in a written Notice to Proceed, The anticipated date for written Notice to Proceed date is expected to occur in **July 2024.**
4. **Work on the project starts at 1 mile northeast of County Line Road in Polk County and travels 5 miles north east to George Flagg Pkwy.** Work on the improvements shall commence any time after a written Notice to Proceed is issued and shall be completed as stated below. The Notice to Proceed will be issued after the preconstruction conference, which is expected to occur in **July 2024.**

The Contractor shall substantially complete the overall project by **Friday, November 15, 2024.** For this project, substantial completion for the overall project shall be defined as all full-depth patching, t-patches, grading, backfill, topsoil, finish grading, signage,

and trail work completed with the streets, driveways, and trails fully open to traffic. Should the Contractor fail to substantially complete the work within this timeframe, liquidated damages of **Five Hundred Dollars (\$500.00) per calendar day** will be assessed for the work not completed within the designated Contract term(s).

PROPOSAL: PART E – NON-COLLUSION AFFIDAVIT

The Bidder hereby certifies:

1. That this proposal is not affected by, contingent on, or dependent on any other proposal submitted for any improvement with the Jurisdiction; and
2. That no individual employed by the Bidder has employed any person to solicit or procure the work on this project, nor will any employee of the Bidder make any payment or agreement for payment of any compensation in connection with the procurement of this project; and
3. That no part of the bid price received by the Bidder was or will be paid to any person, corporation, firm, association, or other organization for soliciting the bid, other than the payment of their normal compensation to persons regularly employed by the Bidder whose services in connection with the construction of the project were in the regular course of their duties for the Bidder; and
4. That this proposal is genuine and not collusive or sham; that the Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to submit a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought, by agreement or collusion, or communication or conference, with any person, to fix the bid price of the Bidder or of any other bidder, and that all statements in this proposal are true; and
5. That the individual(s) executing this proposal have the authority to execute this proposal on behalf of the Bidder.

PROPOSAL: PART F – ADDITIONAL REQUIREMENTS

The Bidder hereby agrees to comply with the additional requirements listed below, which are included in this proposal:

<u>ITEM NO.</u>	<u>DESCRIPTION OF ATTACHMENT</u>
1.	<u>Identity of Subcontractors</u>
2.	<u>Polk County Insurance Requirements</u>
3.	<u>Bidder Status Form</u>
4.	<u> </u>
5.	<u> </u>
6.	<u> </u>

PROPOSAL: PART F – ADDITIONAL REQUIREMENTS
ITEM 1 – IDENTITY OF SUBCONTRACTORS

In all instances in which the bidder intends to assign, sublet, or subcontract any portion of the work exceeding \$25,000, the Bidder shall mark the appropriate box and shall provide a description of the work to be done by each subcontractor or assignee, the amount of each subcontract or the value of the work to be assigned, and the identity of each subcontractor or assignee below. The Bidder certifies that said subcontractors or assignees shall be utilized on this project, if acceptable to the **Polk County Conservation Board**. If the Bidder does not intend to utilize any subcontractors or assignees, or if each subcontract or assignment is less than \$25,000; the Bidder shall so indicate by marking the appropriate box below. The Bidder need not identify material suppliers or manufacturers who do not provide labor at the worksite to incorporate such material or manufactured goods into the improvement.

The Bidder shall indicate the proposed use of subcontractors by completing the following:

☐

The Bidder does not intend to utilize any subcontractors or assignees, or the value of each subcontract or assignment is less than \$25,000. The Bidder shall so indicate by marking the box at the left.

☐

The Bidder intends to utilize subcontractors or assignees, and the value of the subcontract or assignment is \$25,000 or greater. The Bidder shall so indicate by marking the box at the left and shall report below only those subcontracts or assignments with a value of \$25,000 or greater by providing a description of the work to be done by each subcontractor or assignee, the amount of each subcontract or the value of the work to be assigned, and the identity of each subcontractor or assignee in the space provided below. The Bidder certifies that said subcontractors or assignees shall be utilized on this project as stated below, if acceptable to the City of Woodward. The Bidder need not identify material suppliers or manufacturers who do not provide labor at the worksite to incorporate such material or manufactured goods into the improvement.

<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>SUBCONTRACTOR IDENTITY</u> <u>(name, address, including zip)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

The Bidder may attach additional contact sheets, if necessary.

PROPOSAL: PART F – ADDITIONAL REQUIREMENTS
ITEM 2 – INSURANCE REQUIREMENTS

POLK COUNTY GOVERNMENT

INSURANCE AND
CERTIFICATE REQUIREMENTS

REQUIREMENTS.

The contractor shall secure and maintain throughout the duration of this contract, insurance of such types and not less than the amounts specified herein. The Contracting Authority, **POLK COUNTY, IOWA**, shall be named as “**Additional Insured,**” using the following language: “**General Liability Additional Insured, Work Comp Waiver of Subrogation and Non-Waiver of Governmental Immunities apply for POLK COUNTY IOWA / POLK COUNTY CONSERVATION, Its Elected and Appointed Officials, Employees, Agents, Their Predecessors, Successors and Assigns.**”

Insurance coverage will be considered acceptable when provided in one of the following methods:

The Contractor shall furnish the Contracting Authority with a proper Certificate of Insurance or affidavits executed by representatives of duly qualified insurance companies, doing business in IOWA for approval by the Contracting Authority.

The Certificate shall identify the following: the insurance company firm name and address; contractor firm name and address; insurance policy(s) number(s); policy period; type of policy and coverage; limits of coverage; description of operations covered; certificate holder/”Additional Insured”; and cancellation clause.

This requirement shall apply with equal force, whether the work is performed by (1) persons employed directly by the Contractor, (2) by a subcontractor, or (3) by an independent contractor.

Regardless of such approval by Polk County, Iowa, it shall be the responsibility of the Contractor to maintain adequate insurance coverage at all times, and failure to do so shall not relieve the Contractor of any contractual obligation or responsibility. Failure on the part of the Contractor to maintain this insurance in full effect will be treated as such by the Polk County, Iowa. Failure on the part of the Contractor to comply with the requirements of this article will be considered sufficient cause to suspend the work, withhold payment(s), and/or be disqualified from receiving further contract awards.

Insurance policies filed with the Polk County, Iowa shall state that thirty (30) calendar days prior written notice will be given to the Polk County, Iowa before any policy covered thereby is changed or canceled.

Evidence of insurance coverage as identified and stipulated by these specifications shall be approved by the Polk County, Iowa prior to any work being performed by the Contractor, subcontractor(s), or agents of the Contractor.

TYPES OF INSURANCE

- A. **Workers' Compensation and Employers' Liability.** This insurance shall protect the Contractor against all claims under Iowa Workers' Compensation Law. The Contractor shall also be protected against claims for injury, disease, or death, or employees which for any reason, may not fall within the provisions of the Workers' Compensation Law. The insurance requirements shall not be less than the following:

1. Workers' Compensation – Statutory
2. Employers' Liability
 - a. **\$500,000 Per Accident**
 - b. **\$500,000 Disease, Policy Limit**
 - c. **\$500,000 Disease, Each Employee**

Contractor's policy must be endorsed to add a Waiver of Subrogation in favor of Polk County.

- B. **Commercial General Liability.** This insurance shall be written in comprehensive form and shall protect the Contracting Authority against all claims arising from injuries to any person or damage to property of others arising out of any negligence of the Contractor.

The Contractor shall provide and maintain insurance coverage to protect the Contracting Authority against any and all claims for damages for personal injury, including accidental death, as well as from claims under this contract, whether such operations be performed by the Contractor or any subcontractors, or by one directly or indirectly employed by the Contractor or any subcontractors.

The liability limits shall not be less than the following:

General Aggregate	\$ 2,000,000
Products-Completed Operations Aggregate	2,000,000
Personal & Advertising Injury	1,000,000
Each Occurrence	1,000,000
Fire Damage (Any one Fire)	100,000
Medical Expenses (Any One Person)	5,000

- C. **Professional Liability (Errors & Omissions).** Contractor will maintain, at its expense: Professional Liability Insurance in the amount of **\$2,000,000** including coverage for Errors & Omissions caused by Contractor's negligence in the performance of its duties under this agreement. **(WHEN APPLICABLE)**

- D. **Automobile Liability.** This insurance shall be written in comprehensive form and shall protect the Contractor against all claims for the operation of motor vehicles, whether they are owned, non-owned, or hired, by or on behalf of the Contractor. The liability limits shall not be less than the following:

\$1,000,000 CSL (Combined Single Limit) per accident

- E. **Excess Liability Umbrella.** The Contractor shall procure and maintain, during the life of this contract **\$2,000,000 Excess Liability Coverage (Umbrella)**. This coverage is over and above the underlying coverage of **\$1,000,000/\$2,000,000** the General Liability and Automobile & Employers Liability.
- F. **Builders Risk Insurance.** Coverage shall be equal to 100 per cent of the replacement cost of all proposed construction
- G. **Subcontractors.** The contractor shall require that any of its agents and/or subcontractors, who perform work and/or services pursuant to the provisions of this contract, meet the same insurance requirements as are required of the prime contractor.
- H. **Performance Bond.** A bond for the faithful and timely completion of the entire proposal must be provided with a limit of 100 percent of the contract sum
- I. **Liquor Liability.** Comprehensive liquor liability coverage shall be purchased with limits not less than **\$1,000,000**. **This coverage is mandatory when the contractor/vendor will be serving alcohol for consumption.**

MISCELLANEOUS.

- A. **Cost of Insurance.** The Contracting Authority shall make no direct payments to the Contractor for any costs associated with securing, maintaining, and/or providing the insurance coverage required by the Contract Department. All costs of such coverage shall be included in the prices bid and no additional payments for such costs shall be made.
- B. **Personal Liability of Public Officials.** In carrying out any of the provisions of the contract, or in exercising any power or authority granted to any agent or representative of Polk County, Iowa thereby, there shall be no liability upon such agent or representative, including the engineer or authorized assistants, either personally or as an official of Polk County, Iowa, it being understood that in such matters they act as the agent and representative of the Polk County, Iowa.
- C. **Non-Waiver of Legal Rights.** Polk County, Iowa shall not be precluded or estopped by any measurement, estimate, or certificate made either before or after the completion and acceptance of the work and payment thereof, from showing the true amount and character of the work performed and the materials furnished by the Contractor, or from showing that such measurement, estimate, or certificate is untrue or incorrectly made or that the work or materials do not in fact conform to the contract.
Polk County, Iowa shall not be precluded or estopped, notwithstanding any such measurement, estimate, or certificate and payment in accordance therewith, from recovering from the Contractor and Surety such damages as it may sustain by reason of failure to comply with the terms of the contract. Neither the acceptance by the Polk County, Iowa, nor any representative(s), nor payment for acceptance of the whole or any part of the work, nor any extent of time, nor any possession taken place by the Polk County, Iowa shall operate as a waiver of any portion of the contract, or any powers herein reserved, or any right to damages herein provided. A waiver of any breach of the contract shall not be held to be a waiver of any other subsequent breach.

- D. Litigation for Claims and Save Harmless Clause.** The Contractor shall indemnify and hold harmless the Polk County, Iowa, Its Elected and Appointed Officials, Employees, Agents, Their Predecessors, Successors and Assigns from any and all claims, disputes, demands, damages, actions, judgements, liability, loss, cost and expense, including reasonable legal and accounting fees, by reason or result of personal injury, including death, damage to person or property, including loss of use thereof and economic damages of arising out of Contractor's act, errors, omissions, negligence, default, mismanagement in safeguarding or performing the work, or through use of unacceptable materials in construction the work in connection with Contractor's performance of the terms, obligations or duties imposed pursuant to the underlying Agreement or by law.

The CONTRACTOR shall indemnify, defend and hold harmless Polk County, Iowa, its elected and appointed officials, directors, employees, volunteers, agents, their predecessors, successors and assigns from and against any and all liabilities, disputes, claims, demands, cause of actions, lawsuits, damages, judgments, losses, costs and expenses, including without limitation reasonable legal and accounting fees, asserted or recovered against the County, by reason of or resulting from any injury or damages to persons, including but not limited to any personal injury, including death; or damages to any property, including but not limited to any loss of use thereof, and economic damages claimed, caused, arising out of or in connection with the CONTRACTOR'S, including CONTRACTOR'S employee's, agent's, representative's or subcontractor's, acts, errors, omissions, default, breach, mismanagement or negligence, in the performance of the terms, obligations or duties imposed by the terms of this Agreement or required by law. This provision shall survive the expiration or termination of this Agreement.

THE CONTRACTOR IS REQUIRED TO BE IN ACCORDANCE WITH ALL O.S.H.A. SAFETY GUIDELINES AND REGULATIONS AT ALL TIMES DURING THE CONTACT PERIOD.

**POLK COUNTY GOVERNMENT
CERTIFICATE OF INSURANCE**

REQUIREMENTS.

Certificates of Insurance are required on every contract to show proof of adequate insurance. A Certificate shall be submitted with each set of contract documents to the Risk Manager for review. Contract documents will not be submitted to the Board of Supervisors for execution until the Certificate of Insurance is correct and has received staff approval. The Certificate(s) must specifically identify the project (No yearly or all – project certificates will be accepted), and to include the following wording: **“General Liability Additional Insured, Work Comp Waiver of Subrogation and Non-Waiver of Governmental Immunities Apply for POLK COUNTY_IOWA / POLK COUNTY CONSERVATION, Its Elected and Appointed Officials, Employees, Agents, Their Predecessors, Successors and Assigns”.**

The following statements are requirements and should aid in the preparation of an acceptable certificate. The statement numbers refer to the circled numbers on the sample certificate.

1. The name of the producer with complete address, zip code, and telephone number.
2. The Name of the Insured with complete address, zip code, and telephone number.
3. The issue date must be complete.
4. **The Workers Compensation policy must be endorsed to add a Waiver of Subrogation in favor of the Contracting Authority (Polk County, Iowa / Polk County Conservation).**
5. The name of the insurer (insurance company) affording coverage must be named and approved by the Insurance Commission of the State of Iowa. The Company letters (4a) must be placed along the corresponding insurance coverages (4b).
6. All Certificates shall state that XCU Coverage is included. (If applicable)
The limits listed below are minimum acceptable limits. The Insurance Agent should review the Contract Special Provisions for each project, and verify with **POLK COUNTY RISK MANAGEMENT** that the insurance requirements have not been changed, as limits may vary from project to project.
7. **General Liability:**

General Aggregate	\$2,000,000
Product Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (Any one fire)	\$100,000
Medical Expense (Any one person)	\$5,000
8. **Professional Liability (When Applicable)** **\$2,000,000**
9. **Automobile Liability:** **\$1,000,000**

10. Each Accident **Combined Single Limit**
11. **Workers' Compensation:**
- **Statutory Benefits**
 - **Employers' Liability (Coverage B)** **\$ 500,000**
12. **Excess Liability Umbrella** **\$2,000,000**
13. **Builders Risk**
- a. Equal to 100 per cent of replacement cost of construction.
(When Applicable)
14. **Performance Bond**
- a. For the faithful and timely completion of the entire proposal with a limit of 100 percent of the contract sum
15. **Liquor Liability** **\$1,000,000**
- a. Mandatory for contractors/vendors who serve alcohol for consumption
16. Policy numbers for all policies must be included
17. Policy effective dates for all policies must be included
18. Policy expiration dates must be included.
19. Description of Operations: The Project Name and Work Order Number must be shown.
All contracts require the following wording: **"General Liability Additional Insured, Work Comp Waiver of Subrogation and Non-Waiver of Governmental Immunities apply for POLK COUNTY GOVERNMENT, its Elected and Appointed Officials, Employees, Agents, Predecessors, Successors and Assigns"**. Cancellation Clause must also be included in the Description of Operations Section.
20. **POLK COUNTY IOWA** must clearly and explicitly be shown the Certificate Holder.
21. The Cancellation Clause must read exactly as follows:
- "Should any of the above described policies be canceled before the expiration date thereof, the issuing company shall mail thirty (30) days prior written notice to the certificate holder(s) named on the Certificate to the left."
22. All certificates of insurance must be signed by an authorized representative.
23. In order to preserve the governmental immunities available as defenses to contractor (or Licensor) and its officials and employees, any insurance policy must contain the following endorsement language:

Non Waiver of Governmental Immunity: We, the insurance carrier and insured, expressly agree and state that the purchase of this policy and the naming of Polk County, Iowa as an additional insured shall not waive any of the defenses of governmental immunity available to Polk County, Its Elected and

Appointed Officials, Employees, Agents, Their Predecessors and Successors and Assigns, pursuant to Section 670.4 of the Code of Iowa, as it now exists and as it may amended from time to time.

Non-Denial of Coverage: We, the insurance carrier and insured, shall not deny coverage under this policy and we shall not deny any of the rights and benefits accruing to Polk County, Iowa shown in the schedule under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by Polk County, Iowa.

(Revised 07-03-23)

Worksheet: Authorization to Transact Business

This worksheet may be used to help complete Part A of the Resident Bidder Status form. If at least one of the following describes your business, you are authorized to transact business in Iowa.

- ☐ Yes ☐ No My business is currently registered as a contractor with the Iowa Division of Labor.
- ☐ Yes ☐ No My business is a sole proprietorship and I am an Iowa resident for Iowa income tax purposes.
- ☐ Yes ☐ No My business is a general partnership or joint venture. More than 50 percent of the general partners or joint venture parties are residents of Iowa for Iowa income tax purposes.
- ☐ Yes ☐ No My business is an active corporation with the Iowa Secretary of State and has paid all fees required by the Secretary of State, has filed its most recent biennial report, and has not filed articles of dissolution.
- ☐ Yes ☐ No My business is a corporation whose articles of incorporation are filed in a state other than Iowa, the corporation has received a certificate of authority from the Iowa Secretary of State, has filed its most recent biennial report with the Secretary of State, and has neither received a certificate of withdrawal from the Secretary of state nor had its authority revoked.
- ☐ Yes ☐ No My business is a limited liability partnership which has filed a statement of qualification in this state and the statement has not been canceled.
- ☐ Yes ☐ No My business is a limited liability partnership which has filed a statement of qualification in a state other than Iowa, has filed a statement of foreign qualification in Iowa and a statement of cancellation has not been filed.
- ☐ Yes ☐ No My business is a limited partnership or limited liability limited partnership which has filed a certificate of limited partnership in this state, and has not filed a statement of termination.
- ☐ Yes ☐ No My business is a limited partnership or a limited liability limited partnership whose certificate of limited partnership is filed in a state other than Iowa, the limited partnership or limited liability limited partnership has received notification from the Iowa Secretary of state that the application for certificate of authority has been approved and no notice of cancellation has been filed by the limited partnership or the limited liability limited partnership.
- ☐ Yes ☐ No My business is a limited liability company whose certificate of organization is filed in Iowa and has not filed a statement of termination.
- ☐ Yes ☐ No My business is a limited liability company whose certificate of organization is filed in a state other than Iowa, has received a certificate of authority to transact business in Iowa and the certificate has not been revoked or canceled.

Bidder Status Form

To be completed by all bidders

Part A

Please answer "Yes" or "No" for each of the following:

- ☐ Yes ☐ No My company is authorized to transact business in Iowa.
(To help you determine if your company is authorized, please review the worksheet on the next page).
- ☐ Yes ☐ No My company has an office to transact business in Iowa.
- ☐ Yes ☐ No My company's office in Iowa is suitable for more than receiving mail, telephone calls, and e-mail.
- ☐ Yes ☐ No My company has been conducting business in Iowa for at least 3 years prior to the first request for bids on this project.
- ☐ Yes ☐ No My company is not a subsidiary of another business entity or my company is a subsidiary of another business entity that would qualify as a resident bidder in Iowa.
- If you answered "Yes" for each question above, your company qualifies as a resident bidder. Please complete Parts B and D of this form.
- If you answered "No" to one or more questions above, your company is a non-resident bidder. Please complete Parts C and D of this form.

To be completed by resident bidders

Part B

My company has maintained offices in Iowa during the past 3 years at the following addresses:

Dates: _____ to _____ Address: _____
(mm/dd/yyyy) City, State, Zip: _____

Dates: _____ to _____ Address: _____
(mm/dd/yyyy) City, State, Zip: _____

Dates: _____ to _____ Address: _____
(mm/dd/yyyy) City, State, Zip: _____

You may attach additional sheet(s) if needed.

To be completed by non-resident bidders

Part C

- Name of home state or foreign country reported to the Iowa Secretary of State:

- Does your company's home state or foreign country offer preferences to bidders who are residents? ☐ Yes ☐ No
- If you answered "Yes" to question 2, identify each preference offered by your company's home state or foreign country and the appropriate legal citation.

You may attach additional sheet(s) if needed.

To be completed by all bidders

Part D

I certify that the statements made on this document are true and complete to the best of my knowledge and I know that my failure to provide accurate and truthful information may be a reason to reject my bid.

Firm Name: _____

Signature: _____ Date: _____

(CON'T – PROPOSAL)

S&A Project No. 122.1538.01

PROPOSAL: PART G – IDENTITY OF BIDDER

The Bidder shall indicate whether the bid is
Submitted by a/an:

- ☐ Individual,
Sole Proprietorship
- ☐ Partnership
- ☐ Corporation
- ☐ Joint-venture: all parties must join-in and
execute all documents
- ☐ Other

By

Bidder

Signature

Name (Print/Type)

Title

Street Address

City, State, Zip

Telephone Number

In the event the above signature is not that of the
company's owner, president, CEO, etc., provide the Chief
Official's Name and Title below.

Name

Title

**NOTE: The signature on this proposal must be an original signature in ink; copies or facsimile
of any signature will not be accepted.**

Subscribed and sworn to before me this _____ day of _____, 2024.

Notary Public in and for

State of _____

County of _____

My commission expires _____.

PROPOSAL ATTACHMENT: PART C**BID SCHEDULE**

The Bidder must provide the Unit Bid Prices and the Total Bid; in case of discrepancy, the Unit Bid Price governs. This is a Unit Bid Price Contract. The quantities shown on the Bid Schedule are approximate only, but are considered sufficiently adequate for the purpose of comparing bids. The Total Bid shall be used only for comparison of bids. The Total Bid shall be used for determining the sufficiency of the bid security.

Item No.	Item Code	Item Description	Unit	Total Quantities	Unit Price	Total Costs
2.1	2010-C	Clearing and Grubbing	LS	1	\$	\$
2.2	2010-E	Class 10 Excavation	CY	115	\$	\$
2.3	- - -	Subgrade Preparation	SY	865	\$	\$
7.1	7010-A	Pavement, PCC, 8 Inch	SY	296	\$	\$
7.2	7030-C	Shared Use Path, PCC, 6 Inch	SY	2726	\$	\$
7.3	7030-G	Detectable Warning	SF	90	\$	\$
7.4	7030-I-2	Shared Use Path Assurance Testing	LS	1	\$	\$
7.5	7040-A	Full Depth Patches, HMA	SY	267	\$	\$
7.6	7040-A	Full Depth Patches, PCC	SY	20	\$	\$
7.7	7040-D	Crack and Joint Cleaning and Filling, Hot Pour	LF	39460	\$	\$
7.8	7040-H	Pavement Removal	SY	237	\$	\$
7.9	7091-A	Full Depth Reclamation	SY	2350	\$	\$
7.10	- - -	Full Depth Reclamation Trimming	SY	2350	\$	\$
7.11	- - -	T-Patch (HMA)	SY	657	\$	\$
8.1	8030-A	Temporary Traffic Control	LS	1	\$	\$
8.2	- - -	Signs	LS	1	\$	\$
9.1	9010-B	Hydraulic Seeding, Seeding, Fertilizing, and Mulching, BFM	AC	.1	\$	\$
9.2	9040-D-1	Filter Sock, 12 Inch	LF	900	\$	\$
9.3	9040-D-2	Filter Sock, Removal	LF	900	\$	\$
11.1	11,020-A	Mobilization	LS	1	\$	\$

(CON'T – PROPOSAL)

S&A Project No. 122.1538.01

TOTAL BID: \$ _____
(NUMBERS)

TOTAL BID: _____ DOLLARS
(WORDS)

NOTE:

IT IS UNDERSTOOD THAT THE ABOVE QUANTITIES ARE ESTIMATED FOR THE PURPOSE OF THIS BID. ALL QUANTITIES ARE SUBJECT TO REVISION BY THE JURISDICTION. QUANTITY CHANGES THAT AMOUNT TO TWENTY (20) PERCENT OR LESS OF THE TOTAL BID SHALL NOT AFFECT THE UNIT BID PRICE.

BID BOND

KNOW ALL BY THESE PRESENTS:

That we, _____, as Principal, and
_____, as Surety, are held and
Firmly bound unto **Polk County Conservation Board** As
Obligee, (hereinafter referred to as "the Jurisdiction"), in the penal sum of _____

Dollars (\$ _____) , lawful money of the
United States, for which payment said Principal and Surety bind themselves, their heirs, executors,
administrators, successors, and assigns jointly and severally, firmly by these presents.

The condition of the above obligation is such that whereas the Principal has submitted to the Jurisdiction a certain proposal, in a separate envelope, and hereby made a part hereof, to enter into a contract in writing, for the following described improvements;

GREAT WESTERN TRAIL IMPROVEMENTS – FROM COUNTY LINE ROAD TO GEORGE FLAGG PKWY

General Nature of Public Improvement. The work includes all materials, equipment, transportation, and labor necessary to complete the improvements. The proposed project includes 115 CY class 10 excavation, 865 SY construction of soil aggregate subbase, 2,350 SY of full depth reclamation, 287 SY of full depth patches, 657 SY of T-patches, 39,460 LF of crack and joint cleaning and filling, 296 SY of 8" PCC Pavement, 2,726 SY of 6" PCC shared use path, trail signage, traffic control, erosion control, surface restoration, and other miscellaneous work.

The Surety hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Jurisdiction may accept such bid or execute such Contract; and said Surety does hereby waive notice of any such extension.

In the event that any actions or proceedings are initiated with respect to this bond, the parties agree that the venue thereof shall be Polk County, State of Iowa. If legal action is required by the Jurisdiction against the Surety or Principal to enforce the provisions of the bond or to collect the monetary obligation incurring to the benefit of the Jurisdiction, the Surety or Principal agrees to pay the Jurisdiction all damages, costs, and attorney fees incurred by enforcing any of the provisions of this bond. All rights, powers, and remedies of the Jurisdiction hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers and remedies given to the Jurisdiction, by law. The Jurisdiction may proceed against Surety for any amount guaranteed hereunder whether action is brought against Principal or whether Principal is joined in any such action or actions or not.

NOW, THEREFORE, if said proposal by the Principal be accepted, and the Principal shall enter into a contract with Jurisdiction in accordance with the terms of such proposal, including the provision of insurance and of a bond as may be specified in the contract documents, with good and sufficient surety for the faithful performance of such contract, for the prompt payment of labor and material furnished in the prosecution thereof, and for the maintenance of said improvements as may be required therein, then this obligation shall become null and void; otherwise, the Principal shall pay to the Jurisdiction the full amount of the bid bond, together with court costs, attorney's fees, and any other expense of recovery.

(CONT. BID BOND)

S&A Project No. 122.1538.01

Signed and sealed this _____ day of _____, 2024.

SURETY:

PRINCIPAL:

Surety Company

BY _____
Signature Attorney-in-Fact/Officer

Name of Attorney-in-Fact/Officer

Company Name

Company Address

City, State, Zip Code

Company Telephone Number

Bidder

By _____
Signature

Name (Print/Type)

Title

Address

City, State, Zip Code

Telephone Number

NOTE: All signatures on this bid bond must be original signatures in ink; copies or facsimile of any signature will not be accepted. This bond must be sealed with the Surety's raised, embossing seal. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal.

CONTRACT

DATE _____

THIS CONTRACT, made and entered into at _____ this _____ day of _____, 2024, by and between the Polk County Conservation Board by its _____ **Board** upon order of its _____ hereinafter Called the "Jurisdiction", and _____ Hereinafter called the "Contractor".

WITNESSETH:

The Contractor hereby agrees to complete the work comprising the below referenced improvements as specified in the contract documents, which are officially on file with the Jurisdiction, in the office of the County Administrator. This contract includes all contract documents. The work under this contract shall be constructed in accordance with the 2024 edition of the Iowa Statewide Urban Specifications for Public Improvements (SUDAS), and as further modified by supplemental specifications and special provisions included in the contract documents, and the Contract Attachment which is attached hereto. The Contractor further agrees to complete the work in strict accordance with said contract documents, and guarantee the work as required by law, for the time required in said contract documents, after its acceptance by the Jurisdiction.

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

GREAT WESTERN TRAIL IMPROVEMENTS – FROM COUNTY LINE ROAD TO GEORGE FLAGG PKWY

Nature of Public Improvement. The work includes all materials, equipment, transportation, and labor necessary to complete the improvements. The proposed project includes 115 CY class 10 excavation, 865 SY construction of soil aggregate subbase, 2,350 SY of full depth reclamation, 287 SY of full depth patches, 657 SY of T-patches, 39,460 LF of crack and joint cleaning and filling, 296 SY of 8" PCC Pavement, 2,726 SY of 6" PCC shared use path, trail signage, traffic control, erosion control, surface restoration, and other miscellaneous work.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid _____ DOLLARS

(\$ _____), which amount shall constitute the required amount of the performance, payment, and maintenance bond. The Contractor hereby agrees to commence work under this contract on or before a date to be specified in a written Notice to Proceed by the Jurisdiction. The anticipated date for written Notice to Proceed date is **July 2024. Work on the project starts at 1 mile northeast of County Line Road in Polk County and travels 5 miles north east to George Flagg Pkwy.** Work on the improvements shall commence any time after a written Notice to Proceed is issued and shall be completed as stated below. The Notice to Proceed will be issued after the preconstruction conference, which is expected to occur in **July 2024.**

The Contractor shall substantially complete the overall project by **Friday, November 15, 2024.** For this project, substantial completion for the overall project shall be defined as all full-depth patching, t-patches,

grading, backfill, topsoil, finish grading, signage, and trail work completed with the streets, driveways, and trails fully open to traffic. Should the Contractor fail to substantially complete the work within this timeframe, liquidated damages of **Five Hundred Dollars (\$500.00) per calendar day** will be assessed for the work not completed within the designated Contract term(s).

(CONT. CONTRACT)

S&A Project No. 122.1538.01

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

JURISDICTION

CONTRACTOR:

By _____
Chair

Contractor

(Seal)
ATTEST:

By _____
Signature

Title

FORM APPROVED BY:

Street Address

Attorney for Jurisdiction

City, State, Zip Code

Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION to be provided by:

1. All Contractors: The Contractor shall enter its Public Registration Number ____ - ____ issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.
2. Out-of-State Contractors:
 - A. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of five thousand dollars in value in Iowa, shall file a bond with the division of labor services of the department of workforce development. The contractor should contact 515-242-5871 for further information. Prior to contract execution, the City Engineer may forward a copy of this contract to the Iowa Department of Workforce Development as notification of pending construction work. It is the contractor's responsibility to comply with said Section 91C.7 before commencing this work.
 - B. Prior to entering into contract, the designated low bidder, if it be a corporation organized under the laws of a state other than Iowa, shall file with the Jurisdictional Engineer a certificate from the Secretary of the State of Iowa showing that it has complied with all the provisions of Chapter 490 of the Code of Iowa, or as amended, governing foreign corporations. For further information, contact the Iowa Secretary of State Office at 515-281-5204.

(CON'T – CONTRACT)

S&A Project No. 122.1538.01

NOTE: All signatures on this contract must be original signatures in ink; copies or facsimile of any signature will not be accepted.

CORPORATE ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

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

Notary Public in and for the State of _____
My commission expires _____

INDIVIDUAL ACKNOWLEDGEMENT

State of _____)
) SS
_____ County)

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

Notary Public in and for the State of _____
My commission expires _____

(CON'T – CONTRACT)

S&A Project No. 122.1538.01

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

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

Notary Public in and for the State of _____
My commission expires _____

(CON'T – CONTRACT)

S&A Project No. 122.1538.01

CONTRACT ATTACHMENT

Great Western Trail Improvements From County Line To George Flagg Pkwy

CONTRACTOR'S CERTIFICATE OF INSURANCE

CONTRACT ATTACHMENT: PART C**BID SCHEDULE**

The Bidder must provide the Unit Bid Prices and the Total Bid; in case of discrepancy, the Unit Bid Price governs. This is a Unit Bid Price Contract. The quantities shown on the Bid Schedule are approximate only but are considered sufficiently adequate for the purpose of comparing bids. The Total Bid shall be used only for comparison of bids. The Total Bid shall be used for determining the sufficiency of the bid security.

Item No.	Item Code	Item Description	Unit	Total Quantities	Unit Price	Total Costs
2.1	2010-C	Clearing and Grubbing	LS	1	\$	\$
2.2	2010-E	Class 10 Excavation	CY	115	\$	\$
2.3	- - -	Subgrade Preparation	SY	865	\$	\$
7.1	7010-A	Pavement, PCC, 8 Inch	SY	296	\$	\$
7.2	7030-C	Shared Use Path, PCC, 6 Inch	SY	2726	\$	\$
7.3	7030-G	Detectable Warning	SF	90	\$	\$
7.4	7030-I-2	Shared Use Path Assurance Testing	LS	1	\$	\$
7.5	7040-A	Full Depth Patches, HMA	SY	267	\$	\$
7.6	7040-A	Full Depth Patches, PCC	SY	20	\$	\$
7.7	7040-D	Crack and Joint Cleaning and Filling, Hot Pour	LF	39460	\$	\$
7.8	7040-H	Pavement Removal	SY	237	\$	\$
7.9	7091-A	Full Depth Reclamation	SY	2350	\$	\$
7.10	- - -	Full Depth Reclamation Trimming	SY	2350	\$	\$
7.11	- - -	T-Patch (HMA)	SY	657	\$	\$
8.1	8030-A	Temporary Traffic Control	LS	1	\$	\$
8.2	- - -	Signs	LS	1	\$	\$
9.1	9010-B	Hydraulic Seeding, Seeding, Fertilizing, and Mulching, BFM	AC	0.1	\$	\$
9.2	9040-D-1	Filter Sock, 12 Inch	LF	900	\$	\$
9.3	9040-D-2	Filter Sock, Removal	LF	900	\$	\$
11.1	11,020-A	Mobilization	LS	1	\$	\$

(CON'T - CONTRACT)

S&A Project No. 122.1538.01

TOTAL BID: \$ _____
(NUMBERS)

TOTAL BID: _____ DOLLARS
(WORDS)

NOTE:

IT IS UNDERSTOOD THAT THE ABOVE QUANTITIES ARE ESTIMATED FOR THE PURPOSE OF THIS BID. ALL QUANTITIES ARE SUBJECT TO REVISION BY THE JURISDICTION. QUANTITY CHANGES THAT AMOUNT TO TWENTY (20) PERCENT OR LESS OF THE TOTAL BID SHALL NOT AFFECT THE UNIT BID PRICE.

PERFORMANCE, PAYMENT AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, _____, as Principal (hereinafter the “Contractor” or “Principal”) and _____, as Surety are held and firmly bound unto _____, as Obligee (hereinafter referred to as “the Jurisdiction”), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of _____ DOLLARS (\$ _____), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Jurisdiction, bearing date the ____ day of _____, 2024, hereinafter the “Contract” wherein said Contractor undertakes and agrees to construct the following described improvements:

GREAT WESTERN TRAIL IMPROVEMENTS – FROM COUNTY LINE ROAD TO GEORGE FLAGG PKWY

General Nature of Public Improvement. The work includes all materials, equipment, transportation, and labor necessary to complete the improvements. The proposed project includes 115 CY class 10 excavation, 865 SY construction of soil aggregate subbase, 2,350 SY of full depth reclamation, 287 SY of full depth patches, 657 SY of T-patches, 39,460 LF of crack and joint cleaning and filling, 296 SY of 8” PCC Pavement, 2,726 SY of 6” PCC shared use path, trail signage, traffic control, erosion control, surface restoration, and other miscellaneous work.

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

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

1. **PERFORMANCE:** The Contractor shall well and faithfully observe, perform, fulfill and abide by each and every covenant, condition and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the Jurisdiction from all outlay and expense incurred by the Jurisdiction by reason of the Contractor’s default of failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.
2. **PAYMENT:** The Contractor and the Surety on this Bond are hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given,

including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price which the Jurisdiction is required to retain until completion of the improvement, but the Contractor and

Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573, Code of Iowa, which by this reference is made a part hereof as though fully set out herein.

3. MAINTENANCE: The Contractor and the Surety on this Bond hereby agree, at their own expense:
- A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period **four (4) years** from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;
 - B. To keep all work in continuous good repair; and
 - C. To pay the Jurisdiction's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the Jurisdiction all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

Contractor's and Surety's agreement herein made extend to defects in workmanship or materials not discovered or known to the Jurisdiction at the time such work was accepted.

4. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:
- A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;
 - B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than twenty percent of the total contract price, and that this bond shall then be released as to such excess increase; and
 - C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

The Contractor and every Surety on the bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

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

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

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

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

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

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

Witness our hands, in triplicate, this _____ day of _____, 2024.

Surety Countersigned By:

PRINCIPAL:

Signature of Iowa Resident Commission Agent as
Prescribed by Chapter 515.52-57, Iowa Code.
(Require only if Attorney-in-Fact is not also an
Iowa Resident Commission Agent).

Contractor

By: _____

Signature

Name of Resident Commission Agent

Title

Company Name

SURETY:

Company Address

Surety Company

City, State, Zip Code

By: _____

Signature Attorney-in-Fact

Company Telephone Number

Name of Attorney-in-Fact

Company Name

Company Address

FORM APPROVED BY:

City, State, Zip Code

Attorney for Jurisdiction

Company Telephone Number

NOTE: All signatures on this performance, payment & maintenance bond must be original signatures in ink; copies or facsimile of any signature will not be accepted. This bond must be sealed with the Surety's raised, embossing seal. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal.

NOTICE TO PROCEED

TO: _____

DATE: _____

PROJECT: GREAT WESTERN TRAIL
IMPROVEMENTS – FROM
COUNTY LINE ROAD TO
GEORGE FLAGG PKWY

POLK COUNTY, IOWA

Project #122.1538.01

You are hereby notified to commence work in accordance with the Contract dated _____ 2024, and you are to begin construction work as soon as possible to complete the project prior to the date noted below and you are to complete the work as follows: The work includes all materials, equipment, transportation, and labor necessary to complete the improvements. The proposed project includes 115 CY class 10 excavation, 865 SY construction of soil aggregate subbase, 2,350 SY of full depth reclamation, 287 SY of full depth patches, 657 SY of T-patches, 39,460 LF of crack and joint cleaning and filling, 296 SY of 8" PCC Pavement, 2,726 SY of 6" PCC shared use path, trail signage, traffic control, erosion control, surface restoration, and other miscellaneous work.

Work on the improvements shall commence any time after a written Notice to Proceed is issued and shall be completed as stated below. The Notice to Proceed will be issued after the preconstruction conference, which is expected to occur in **July 2024**.

The Contractor shall substantially complete the overall project by **Friday, November 15, 2024**. For this project, substantial completion for the overall project shall be defined as all full-depth patches, t-patches, grading, backfill, topsoil, finish grading, signage, and trail work completed with the streets, driveways, and trails fully open to traffic. Should the Contractor fail to substantially complete the work within this timeframe, liquidated damages of **Five Hundred Dollars (\$500.00) per calendar day** will be assessed for the work not completed within the designated Contract term(s).

Dated this _____ day of July , 2024.

Polk County Conservation Board

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged by _____ on this
the _____ day of _____, 2024.

By: _____

Title: _____

NOTICE OF PUBLIC HEARING

Notice is hereby given that the Polk County Conservation Board will meet at 5:30 PM, central time on June 12, 2024, at Fort Des Moines Park, 7200 SE 5th Street, Des Moines, IA 50315, Shelter #3, at which time the said Board will hold a public hearing on the proposed plans, specifications, form of contract and estimated cost for the Improvements for the Great Western Trail, located in southwest Polk County, Iowa from County Line Rd to George Flagg Parkway.

At the said public hearing, any interested persons may appear and state or file any objections to the proposed plans, specifications, form of contract and estimated project costs for the above-mentioned project. Thereafter, the Polk County Conservation Board will enter its decision on the plans, specifications, form of contract and estimated cost by resolution.

Polk County Conservation Board
Jill Altringer, Chair

TABULATION OF BIDS

Great Western Trail Improvements - From County Line Road to George Flagg Pkwy
Polk County Conservation Board
122.1538.01
Bid Date/Time: June 5, 2024; 2:00PM

					ENGINEER'S ESTIMATE		1 TK CONCRETE, INC. PELLA, IOWA		2 BERKEY HOMEBUILDERS, INC DBA CONCRETE PROFESSIONALS		3 REILLY CONSTRUCTION, INC. OSSIAN, IOWA		4 SHEKAR ENGINEERING, PLC DES MOINES, IOWA		5 HOWREY CONSTRUCTION, INC. ROCKWELL CITY, IOWA	
ITEM	ITEM CODE	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
2.1	2010-C	Clearing and Grubbing	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 10,340.00	\$ 10,340.00	\$ 5,250.00	\$ 5,250.00	\$ 12,500.00	\$ 12,500.00	\$ 13,000.00	\$ 13,000.00
2.2	2010-E	Class 10 Excavation	CY	115	\$ 50.00	\$ 5,750.00	\$ 25.00	\$ 2,875.00	\$ 123.00	\$ 14,145.00	\$ 30.00	\$ 3,450.00	\$ 20.00	\$ 2,300.00	\$ 60.00	\$ 6,900.00
2.3	---	Subgrade Preparation	SY	865	\$ 5.00	\$ 4,325.00	\$ 3.00	\$ 2,595.00	\$ 2.20	\$ 1,903.00	\$ 21.00	\$ 18,165.00	\$ 10.50	\$ 9,082.50	\$ 5.00	\$ 4,325.00
7.1	7010-A	Pavement, PCC, 8 Inch	SY	296	\$ 90.00	\$ 26,640.00	\$ 75.00	\$ 22,200.00	\$ 96.40	\$ 28,534.40	\$ 80.00	\$ 23,680.00	\$ 91.61	\$ 27,116.56	\$ 85.00	\$ 25,160.00
7.2	7030-C	Shared Use Path, PCC, 6 Inch	SY	2726	\$ 60.00	\$ 163,560.00	\$ 48.50	\$ 132,211.00	\$ 60.45	\$ 164,786.70	\$ 58.00	\$ 158,108.00	\$ 53.81	\$ 146,686.06	\$ 60.00	\$ 163,560.00
7.3	7030-G	Detectable Warning	SF	90	\$ 60.00	\$ 5,400.00	\$ 50.00	\$ 4,500.00	\$ 44.00	\$ 3,960.00	\$ 42.00	\$ 3,780.00	\$ 52.50	\$ 4,725.00	\$ 60.00	\$ 5,400.00
7.4	7030-I-2	Shared Use Path Assurance Testing	LS	1	\$ 4,000.00	\$ 4,000.00	\$ 5,000.00	\$ 5,000.00	\$ 7,875.00	\$ 7,875.00	\$ 4,567.00	\$ 4,567.00	\$ 4,500.00	\$ 4,500.00	\$ 2,000.00	\$ 2,000.00
7.5	7040-A	Full Depth Patches, HMA	SY	267	\$ 140.00	\$ 37,380.00	\$ 155.00	\$ 41,385.00	\$ 152.00	\$ 40,584.00	\$ 150.00	\$ 40,050.00	\$ 152.25	\$ 40,650.75	\$ 187.00	\$ 49,929.00
7.6	7040-A	Full Depth Patches, PCC	SY	20	\$ 150.00	\$ 3,000.00	\$ 125.00	\$ 2,500.00	\$ 78.75	\$ 1,575.00	\$ 85.00	\$ 1,700.00	\$ 287.70	\$ 5,754.00	\$ 235.00	\$ 4,700.00
7.7	7040-D	Crack and Joint Cleaning and Filling, Hot Pour	LF	39460	\$ 1.00	\$ 39,460.00	\$ 2.25	\$ 88,785.00	\$ 1.90	\$ 74,974.00	\$ 2.50	\$ 98,650.00	\$ 2.36	\$ 93,125.60	\$ 2.00	\$ 78,920.00
7.8	7040-H	Pavement Removal	SY	237	\$ 20.00	\$ 4,740.00	\$ 15.00	\$ 3,555.00	\$ 26.25	\$ 6,221.25	\$ 45.00	\$ 10,665.00	\$ 40.95	\$ 9,705.15	\$ 15.00	\$ 3,555.00
7.9	7091-A	Full Depth Reclamation	SY	2350	\$ 4.00	\$ 9,400.00	\$ 3.50	\$ 8,225.00	\$ 3.20	\$ 7,520.00	\$ 11.00	\$ 25,850.00	\$ 8.25	\$ 19,387.50	\$ 3.25	\$ 7,637.50
7	---	Full Depth Reclamation Trimming	SY	2350	\$ 4.00	\$ 9,400.00	\$ 2.80	\$ 6,580.00	\$ 2.10	\$ 4,935.00	\$ 7.50	\$ 17,625.00	\$ 2.81	\$ 6,603.50	\$ 3.50	\$ 8,225.00
7.11	---	T-Patch (HMA)	SY	657	\$ 200.00	\$ 131,400.00	\$ 200.00	\$ 131,400.00	\$ 201.00	\$ 132,057.00	\$ 200.00	\$ 131,400.00	\$ 201.08	\$ 132,109.56	\$ 270.00	\$ 177,390.00
8.1	8030-A	Temporary Traffic Control	LS	1	\$ 25,000.00	\$ 25,000.00	\$ 12,500.00	\$ 12,500.00	\$ 11,970.00	\$ 11,970.00	\$ 12,000.00	\$ 12,000.00	\$ 11,970.00	\$ 11,970.00	\$ 13,500.00	\$ 13,500.00
8.2	---	Signs	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 8,660.00	\$ 8,660.00	\$ 8,650.00	\$ 8,650.00	\$ 8,662.50	\$ 8,662.50	\$ 10,000.00	\$ 10,000.00
9.1	9010-B	Hydraulic Seeding, Seeding, Fertilizing, and Mulching, BFM	AC	0.1	\$ 40,000.00	\$ 4,000.00	\$ 32,500.00	\$ 3,250.00	\$ 26,250.00	\$ 2,625.00	\$ 26,000.00	\$ 2,600.00	\$ 8,500.00	\$ 850.00	\$ 33,095.00	\$ 3,309.50
9.2	9040-D1	Filter Sock, 12 Inch	LF	900	\$ 4.00	\$ 3,600.00	\$ 4.00	\$ 3,600.00	\$ 2.65	\$ 2,385.00	\$ 2.60	\$ 2,340.00	\$ 4.50	\$ 4,050.00	\$ 4.00	\$ 3,600.00
9.3	9040-D-2	Filter Sock, Removal	LF	900	\$ 1.00	\$ 900.00	\$ 1.50	\$ 1,350.00	\$ 0.80	\$ 720.00	\$ 0.80	\$ 720.00	\$ 1.00	\$ 900.00	\$ 1.50	\$ 1,350.00
11.1	11,020-A	Mobilization	LS	1	\$ 50,000.00	\$ 50,000.00	\$ 30,000.00	\$ 30,000.00	\$ 23,985.00	\$ 23,985.00	\$ 15,750.00	\$ 15,750.00	\$ 55,660.00	\$ 55,660.00	\$ 37,500.00	\$ 37,500.00
TOTAL BID:							\$ 542,955.00		\$ 517,511.00		\$ 549,755.35		\$ 585,000.00		\$ 596,338.68	
BID SECURITY:							10%		10%		10%		10%		10%	

Notes

-

June 6, 2024

Adam Fendrick
Polk County Conservation Board

RE: GREAT WESTERN TRAIL IMPROVEMENTS
FROM COUNTY LINE ROAD TO GEORGE FLAGG PKWY
RECOMMENDATION OF AWARD
S&A PROJECT NO. 122.1581.01

Dear Adam:

On Wednesday, June 5, 2024 at 2:00 PM Polk County Conservation Board received five (5) bids for the Great Western Trail Improvements project, which were opened and read aloud publicly in the Board Chambers. The bidders are noted below:

TK Concrete, Inc.	Bid Amount: \$517,511.00
Berkey Homebuilders, Inc DBA Concrete Professionals	Bid Amount: \$549,755.35
Reilly Construction, Inc.	Bid Amount: \$585,000.00
Shekar Engineering, PLC	Bid Amount: \$596,338.68
Howrey Construction, Inc.	Bid Amount: \$619,961.00

The Engineers Opinion of Probable Construction Costs was \$542,955. The low bid was approximately 5% below the Engineer's Opinion of Probable Construction Costs. We were pleased with the interest from contractors and the number of bids received.

We have reviewed the bids and did not find any errors.

We have had previous positive experiences with TK Concrete, Inc. on past trail projects. Based on our previous experience with TK Concrete, Inc. they have the proper equipment, materials, and workforce to complete the work as specified. Snyder & Associates, Inc. recommends the Polk County Conservation Board accept the bid and award the construction contract to the low bidder, TK Concrete, Inc. in the bid amount of:

Five Hundred Seventeen Thousand Five Hundred Eleven Dollars & 00 Cents (\$517,511.00)

The preconstruction meeting will be planned for July 2024 to coordinate with the Contractor on their schedule of work. The project shall start anytime after the preconstruction meeting. The project shall be substantially complete by Friday, November 15, 2024.

Adam Fendrick
Great Western Trail Improvements
June 6, 2024
Page 2 of 2

If you have any questions relating to the award of this project, please don't hesitate to contact me at 515-964-2020.

Sincerely,
SNYDER & ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read "Tyler Jensen", is positioned above the printed name.

Tyler Jensen, P.E.
Project Manager

Encl: Bid Tabulation



Date

June 12, 2024

Item No. ACTION

Roll Call No. 24-0616

Submitted by: Doug Sheeley
Natural Resources Manager

AGENDA HEADING:

Review and approve the Mitigation Rights Purchase Agreement between Sandy Creek Partners, LLC (SCP) and the Polk County Conservation Board (PCC).

INFORMATION:

Sandy Creek Partners LLC is a company that specializes in developing mitigation banks across the United States. In September 2023, they reached out to Polk County Conservation's mitigation banking consultant, Mike Heller of Foth Engineering, to assist them in locating suitable sites for stream mitigation banks in the Lower Des Moines service area, in which the Trails End Mitigation bank sites are located. After visiting the Trail's End site and the Ziel property, SCP expressed interest in pursuing the stream mitigation banking opportunities at both sites.

In response to SCP's interest in these sites, a proposal was drafted by PCC staff and presented at the October 2023 PCCB meeting that outlined our terms for entering into agreements which would transfer responsibility for bank development and operation to SCP in exchange for financial compensations. Board members approved the provision of this proposal to SCP for their consideration.

On December 18, 2023, PCC staff (Leopold, Fendrick and Sheeley) met virtually with Mike Heller and SCP representatives Gray Stevens and Wade Waltemyer. At this meeting, a "Letter of Interest" was provided by the SCP representatives as a counteroffer to the proposal previously provided by PCC staff. In response to the SCP counteroffer, PCC forwarded a letter to SCP on January 31, 2024, outlining amendments to three of the provisions outlined in the original Letter of Interest (LOI). After discussions – between Director Leopold and Gray Stevens - of these provisions and clarification of financial impact - SCP accepted these provisions and the revised Letter of Intent was approved by PCC and signed by both parties in February 2024.

Since that time, PCC staff have continued to work with SCP personnel on a Mitigation Rights Purchase Agreement which creates a legally-binding framework for the partnership between SCP and PCC and formalizes the responsibilities and rights of both parties. This document has been reviewed and approved by Polk County attorney's office staff.

FISCAL IMPACT:

<u>Amount:</u>	Access and use payments	\$ 816,223
	13% royalty per credit	\$2,275,000 (estimated)
	Bank expenditure reimbursement	\$ 49,042
	Future bank costs	<u>\$3,120,000</u> (estimated)*
	TOTAL	\$6,260,275**

*Includes permitting, construction, restoration, maintenance, monitoring and other costs related to bank establishment and operations.

**Does not include Long Term Maintenance Fund anticipated to total ca. \$360,000.

PREVIOUS BOARD ACTION(S):

Date: October 2023

Roll Call: 23-1011 (4-Yea/1-Absent)

Action: Review and approve proposal guidelines for partnership with Sandy Creek Partners for the Trails End Mitigation Bank Phase 2 and Ziel Mitigation Bank and authorize staff to negotiate transfer of stream credits generated from the Ziel and Trails End Phase 2 mitigation banks with Sandy Creek Partners, using the attached proposal as an initial point of negotiation, with the understanding that any final negotiated agreement will require approval at a future Board meeting.

Date: January 10, 2024

Roll Call: 24-0113 (5-Yea)

Action: Authorizing Polk County Conservation (PCC) staff to continue negotiation with Sandy Creek Partners (SCP) with regard to transferring permitting, restoration, and operation of stream mitigation sites (Trails End Phase 2 and Ziel) based on original PCC proposal and SCP counter proposal with the understanding that any proposed final agreement will require approval at a future Board meeting.

Date: February 14, 2024

Roll Call: 24-0219 (5-Yea)

Action: Authorizing Polk County Conservation (PCC) Director to sign Sandy Creek, LLC's February 7, 2024 Letter of Interest, in agreement with the provisions presented therein, pending review by PCC legal counsel.

RECOMMENDATION:

Approve the Mitigation Rights Purchase Agreement between Sandy Creek Partners, LLC (SCP) and the Polk County Conservation Board (PCC) and authorize the Director to sign said agreement.

MITIGATION RIGHTS PURCHASE AGREEMENT

THIS MITIGATION RIGHTS PURCHASE AGREEMENT ("Agreement"), made effective as of June ___, 2024 (the "Effective Date"), is entered into by and among Sandy Creek Partners, LLC, a Florida limited liability company ("SCP") and Polk County, Iowa, a governmental subdivision of the State of Iowa, and the Polk County Conservation Board, collectively, ("Seller"). SCP and Seller may be referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Seller owns those certain parcels of land located in Polk County, Iowa totaling approximately 290.81 acres ("Trails End Property") as such parcels are more particularly described in Exhibit A attached and incorporated herein by reference upon which Seller is in the process of permitting a 285.62 acre stream mitigation bank project (Prospectus submitted June 2023) known as the Trails End Mitigation Bank Phase II ("Trails End Bank") in accordance with the Clean Water Act, and other federal and state laws and regulations, as directed by the Army Corps of Engineers ("ACOE"), the United States Environmental Protection Agency, and other federal and state regulatory agencies hereinafter collectively referred to as "Regulatory Agencies";

WHEREAS, Seller owns that certain parcel of land located in Polk County, Iowa (PN#: 812426251003) totaling approximately 39.56 acres as such parcel is more particularly described in Exhibit B attached and incorporated herein by reference ("Ziel Property" and together with the Trails End Property, the "Bank Properties") upon which Seller desires to permit a stream mitigation bank project in accordance with the Clean Water Act, and other federal and state laws and regulations, as directed by the Regulatory Agencies ("Ziel Bank," and together with the Trails End Bank, the "Stream Bank Projects" or "Banks");

WHEREAS, subject to the terms and conditions set forth in this Agreement, Seller desires to sell to SCP the temporary access, conservation easement, use, and mitigation rights with respect to Trails End Property and Ziel Property as further set forth and defined in this Agreement ("Mitigation Rights") that are required for SCP as the bank sponsor to develop and own Trails End Bank and the Ziel Bank and their related mitigation credits ("Credits") in accordance with the Clean Water Act, and other federal and state laws and regulations, as directed by Regulatory Agencies; and

WHEREAS, subject to the terms and conditions set forth herein, SCP desires to purchase from Seller such Mitigations Rights, with Seller retaining ownership of the underlying Bank Lands.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants made herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. RECITALS. The above Recitals are hereby incorporated into and made part of this Agreement.

2. MITIGATION RIGHTS PURCHASED. Seller hereby agrees to sell, assign, and convey to SCP, and SCP agrees to purchase from Seller, subject to the terms and conditions contained herein, the Mitigation Rights associated with the Bank Lands. For all purposes herein, Mitigation Rights shall be defined to also include the right of SCP to (a) access the Bank Lands for the temporary period beginning on the Effective Date and ending respectively for each Stream Bank Project upon such Project's Bank Closure (as defined in Paragraph 5 herein) to conduct all activities required to investigate, permit, develop, construct, manage, monitor, service, and own each of the Stream Bank Projects (and all their respective Credits) in their entirety and (b) require Seller to place and record a conservation easement ("CE") on each of the Bank Lands with terms and conditions required by the Regulatory Agencies as set forth in the final mitigation bank permit for each Bank, including but not limited to each Stream Bank Projects' mitigation banking instrument ("MBI"). Each such CE will be

recorded in the official land records of Polk County, Iowa no later than 30 days after the final approval date ("Approval Date") of each respective MBI by the Regulatory Agencies. Seller agrees to take all required action such that each CE is not subordinated to any mortgage, security, leasehold, or other interest in each of the Bank Lands, including but not limited to Seller (i) repaying all its borrowings secured or pledged by each of the Bank Lands, (ii) paying any other obligation that if unpaid could result in a lien on the Bank Lands, and (ii) terminating any lease or related agreement that provides a leasehold interest in the Bank Lands (other than this Agreement) as may be requested by SCP. SCP may record a memorandum of this Agreement in a form acceptable to the Seller in the official records of Polk County, Iowa.

3. PURCHASE PRICE, Subject to the terms and conditions herein, the purchase price paid by SCP for the Mitigation Rights to the Bank Lands is payable as follows:

- A. \$49,041.95 ("Closing Payment") due on the date ("Closing Date") that is thirty (30) days after the Effective Date;
- B. Three equal, annual installment payments of \$149,314 each, with the first installment commencing no later than ten (10) business days after the Approval Date of the Trails End Bank with each of the subsequent annual installment payments due on the first and second year anniversary date of the initial payment respectively;
- C. Three equal, annual installment payments of \$122,761 each, with the first installment commencing no later than ten (10) business days after the Approval Date of the Ziel Bank with each of the subsequent annual installment payments due on the first and second year anniversary date of the initial payment respectively; and
- D. Thirteen percent (13%) of the purchase price of each Credit as and when sold by SCP ("Royalty Payment"), with such Royalty Payment due and payable within 30 days of the last to occur of: (a) SCP's receipt of final, non-refundable Credit purchase price in available (non-returnable) funds from the Credit buyer and (b) regulatory approval of the Credit transfer to the Credit buyer's permit.

4. CLOSING. The closing of the sale of the Mitigation Rights ("Closing") shall occur upon the Closing Date. At Closing, Seller will deliver sole and exclusive possession of the Mitigation Rights to SCP, free of all third-party interests and subject to no claims of possession by any party other than SCP. At Closing, Seller and SCP will execute, acknowledge, and deliver a correctly prepared and recordable bill of sale ("Bill of Sale") conveying Good and Marketable (as hereinafter defined) title to the Mitigation Rights to SCP, free and clear of all encumbrances other than the Permitted Exceptions (as hereinafter defined). "Permitted Exceptions" shall mean only those of record as of the Effective Date except those that prior to the Effective Date have been deemed unacceptable to SCP and are listed as unapproved title exception in Exhibit C attached and incorporated herein by reference. "Good and Marketable" as used herein shall mean ownership of the Mitigation Rights insurable by the Title Company in favor of SCP under the title insurance policy at standard rates, free of all exceptions other than the Permitted Exceptions. Seller agrees at its sole discretion to execute appropriate affidavits and instruments as may be required by the issuing title insurance company.

5. SCP OBLIGATIONS. Unless this Agreement is terminated as provided herein, SCP shall upon Closing become obligated to fund the future development and operating costs of each Bank Project ("Bank Costs") until its closure ("Bank Closure"), as such closure is defined in each Bank Project's MBI. For all purposed herein, Bank Costs shall be defined to include all the costs associated with a Stream Bank Project's permitting, archaeological surveys, construction, restoration, endowment, operation, credit sales, management, and pre-Bank Closure maintenance and monitoring ("Bank Activities"). SCP will use its best efforts to obtain an approved MBI for each of the Stream Bank Projects but is providing no guaranty, written or implied, that an approved MBI can be obtained for either of the Stream Bank Projects. SCP shall be responsible to make all decisions regarding the Bank Activities including Credit pricing and sales negotiations. SCP will begin Bank Activities for the Ziel Property Bank after the Trails End Bank's construction and ACOE approval of its as-built surveys.

6. OWNERSHIP OF BANK LANDS; SELLER OBLIGATIONS. Seller shall at all times continue to own the Bank Lands and shall continue to timely pay all property taxes and other special assessments with respect to the Bank Lands. Site specific public access rights to the Bank Lands, as and if approved by the Regulatory Agencies, will be established in each Bank Project's MBI. At no cost to SCP, Seller will reasonably cooperate with SCP in its performance of the Bank Activities. Upon each Bank Closure, (a) Seller at no cost to SCP shall perform the duties of the long-term steward of such Bank Project as set forth in its MBI and (b) the long-term maintenance fund for such Bank Project shall be transferred to the Seller as long-term steward.

7. TERMINATION. Notwithstanding any other provision herein to the contrary, SCP may upon written notice to Seller elect to discontinue Bank Activities on either of the Stream Bank Projects prior to the recording of its related CE if SCP determines in its sole opinion that permitting requirements, construction costs, Credit yield, Credit release terms, or other issues have changed from the Effective Date such that it is economically prohibitive for proceeding with such Stream Bank Project. Upon such written notice, the ownership of the Mitigation Rights with respect to such Stream Bank Project shall revert to the Seller whereupon this Agreement shall terminate and there shall be no further obligations by and between the Parties. Seller may terminate this Agreement at any time prior to the Closing Date. Following the Closing Date, Seller upon 60 days prior written notice to SCP shall have the option to terminate the Agreement in the event SCP (a) fails to obtain final MBI approval of the Trails End Bank within 18 months of the first submittal of its draft MBI to the ACOE or (b) fails to obtain final MBI approval of the Ziel Bank within 24 months of the first submittal of its draft prospectus to the ACOE; provided however, that each of these approval deadlines will be extended by the amount of time delays that are not caused by SCP, including but not limited to federal government shutdowns, material changes in ACOE staff resources dedicated the Stream Bank Projects, material delays resulting solely from Seller's actions or inactions, and breaches of this Agreement by the Seller.

8. TITLE. SCP will at its expense use its best, commercially reasonable efforts to obtain a title insurance commitment prior to Closing to insure the Mitigation Rights for each of the Stream Bank Projects ("Commitment") with SCP as the proposed insured. SCP will select the title agent and title company (the "Title Company") with respect to the Commitment and title policy. Seller at no cost to SCP will reasonably cooperate with SCP in its obtaining of the title policy. The Closing Date will be extended as necessary to accommodate obtaining the Commitment prior to Closing.

9. SCP'S CONDITIONS TO CLOSE. The obligation of SCP to close the transaction contemplated hereby is subject to the satisfaction, as of the Closing, of each of the following conditions (SCP's Conditions"), any or all of which may be waived by SCP at its sole option by written notice to Seller at or prior to Closing. Notwithstanding any other provision, herein, if any of SCP's Conditions are not satisfied, SCP will have the option to terminate this Agreement by giving Seller written notice at or prior to Closing, in which case the parties hereto will be relieved of any further liability hereunder. SCP's Conditions are: (a) Seller will have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Agreement to be performed, observed, and complied with by Seller prior to and as of Closing; and (b) the representations and warranties of Seller set forth in this Agreement are true as of the Effective Date and will be true on and as of the Closing Date with the same force and effect as if such representations and warranties had been made by Seller on and as of Closing.

10. SCP'S DEFAULT. Provided (a) Seller, having satisfied all the Seller's obligations with respect to this Agreement (including the accuracy of the Seller Representations below), is ready, willing, and able to convey the Mitigation Rights in accordance with the terms of this Agreement as of the Closing Date and (b) SCP's Conditions as defined in Paragraph 9 herein have been satisfied, then if SCP fails to consummate the Closing a "SCP's Default" shall be deemed to exist. In the event of SCP's Default, twenty percent (20%) of the Closing Payment will be distributed to the Seller as their sole remedy.

11. SELLER'S DEFAULT. If Seller fails to consummate the sale of the Mitigation Rights at Closing as required by this Agreement ("Seller's Default"), then the Closing Payment shall be immediately returned to SCP.

12. SELLER AND SCP REPRESENTATIONS. All representations and warranties made by Seller and SCP in this Agreement will be deemed to be repeated by Seller and SCP as of the Closing and will survive Closing.

Seller represents and warrants to SCP the following:

(a) Seller is the sole owner of and has Good and Marketable title in fee simple to the Bank Lands and has the right and lawful authority to execute this Agreement and perform all of the terms, covenants and provisions hereof.

(b) This Agreement is not prohibited by or in any manner restricted by the terms of any contract, agreement, law, policy, or articles pursuant to which Seller is obligated or to which Seller is a party or to which the Bank Lands are subject.

(c) With respect to the Bank Lands or any portion thereof, Seller has no knowledge of, and has received no notice of, any actual, pending, threatened, alleged or contemplated: (i) legal action (including but not limited to any legal action by or boundary disputes with adjacent landowners), suits, or other legal or administrative proceedings, including but not limited to governmental environmental cases, (ii) change in applicable laws, ordinances, or restrictions, (iii) violation of any laws, ordinances, regulations, statutes, rules, and restrictions, (iv) special assessments, (v) issues which might affect the value or use of the Bank Lands, or (vi) eminent domain, condemnation, or other governmental or quasi-governmental taking of any part or all of the Bank Lands.

(d) Except as previously disclosed to SCP in writing, each of the two Bank Lands has full, free, and adequate legal and practical access to and from a public highway or road, and Seller has no knowledge of any fact or condition which would result in the termination of such access.

(e) The Bank Lands to the best knowledge of Seller are not now and have never been used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce, process or in any manner deal with Hazardous Materials (as that term is hereinafter defined); that to the best of Seller's knowledge no Hazardous Materials have ever been installed, placed, or in any manner dealt with on the Bank Lands. Seller has no knowledge, and has received no notice, of Hazardous Materials that have existed or exist on the Bank Lands. The term "Hazardous Materials" as used herein includes hazardous materials, hazardous wastes, hazardous or toxic substances, polychlorinated biphenyls or related or similar materials, asbestos or any material containing asbestos, or any other substance or material as may be defined as a hazardous or toxic substance by any federal, state or local environmental law, ordinance, rule, or regulation including, without limitations, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. Sections 9601, et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Sections 1801, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Sections 1251 et seq.), the Clean Air Act (42 U.S. C. Sections 7401 et seq.), and in the regulations adopted and publications promulgated pursuant thereto.

SCP represents and warrants to Seller the following:

(a) This Agreement is not prohibited by or in any manner restricted by the terms of any contract, agreement, law, policy, or articles pursuant to which SCP is obligated or to which SCP is a party.

13. BANK LANDS CARE. From and after the Effective Date, Seller, unless pre-approved by SCP in writing, will (a) refrain from (i) creating, granting, or incurring, or suffering to exist, any mortgage, lien, pledge, easement or other encumbrance (recorded or unrecorded) in any way affecting

the Bank Lands, other than the Permitted Exceptions and (ii) agreeing to sell or transfer the Bank Lands or other rights with respect to the Bank Lands in whole or in part and (b) maintain and keep the Bank Lands in their current condition and will observe all laws, ordinances, regulations and restrictions affecting the Bank Lands, and will pay all taxes on the Bank Lands as they become due.

13a. RIGHTS OF SELLER. Seller shall retain rights for the following:

- I. Review and approval of project designs.
- II. Review and approval of all plant materials (seed & woody materials, including sourcing).
- III. Review and approval of maintenance procedures.
- IV. Review and approval of contractors and Polk County contractor insurance requirements.
- V. Retention of existing trail corridors and bridges and provision for future mutually agreeable trail corridors/bridges at the Ziel property.
- VI. Retention of all rights related to non-credit generating areas.

14. NOTICES. All notices given hereunder or required by law will be in writing and will be deemed delivered as of (a) one business day after being placed in the possession of an overnight courier (such as Federal Express) for next business day delivery, or (b) same day upon delivery by email. All notices given hereunder or required by law will be addressed to the parties hereto at their respective address set forth below or as they may hereafter specify by written notice delivery in accordance herewith:

SCP: Sandy Creek Partners, LLC
2570 Commerce Parkway
North Port, FL 34289
Attn: Gray Stevens
Email: gstevens@sandycp.com

Seller: Polk County Conservation Board
12130 NW 128th Street
Granger, IA 50109
Attn: Richard Leopold
Email: rich.leopold@polkcountyiowa.gov

15. TIME IS OF THE ESSENCE; CAPTIONS. Time is of the essence in this transaction. Any time period provided for herein that will end on Saturday, Sunday or a legal holiday will extend to 5:00 p.m. ET for the next full business day. The captions in this Agreement are inserted only for the purpose of convenient reference and in no way define, limit, or prescribe the scope or intent of this Agreement or any part hereof.

16. CONSTRUCTION: ENTIRE AGREEMENT; SEVERABILITY. No provision of this Agreement will be construed against any party hereto by reason of such party being deemed to have drafted or structured such provisions. This Agreement constitutes the entire understanding between the parties hereto with respect to the transaction contemplated herein and supersedes all prior understandings, if any, there being no other oral or written promises, conditions, representations, understandings, or terms of any kind as conditions or inducements to the execution hereof and none have been relied upon by either party. Any subsequent amendments, conditions, waivers, or agreements with respect to this Agreement will not be valid and binding upon the parties hereto unless such amendments are in writing and signed by both parties hereto. If any one or more of the provisions of this Agreement will for any reason be held to be invalid, illegal, or unenforceable in any respect, then such invalidity, illegality, or unenforceability will not affect any other provision.

17. COUNTERPARTS; ASSIGNMENT; WAIVER. COOPERATION. This Agreement may be executed by both parties hereto, either in original or facsimiles, in counterparts, each of which will be deemed an original, but all such counterparts taken together will constitute one and the same Agreement. This Agreement will be construed, and the rights and obligations of Seller and SCP hereunder will be determined, in accordance with the laws of the State of Iowa. Upon written notice to Seller, SCP may assign this Agreement to an affiliate entity established to hold ownership of the

Stream Bank Projects without the prior approval of Seller. Seller may not assign this Agreement. Failure of a party to exercise any right under this Agreement or to insist upon strict compliance with regard to any term, condition or covenants specified herein will not constitute a waiver of that right nor of strict compliance by the other party with any term, condition or covenant under this Agreement. Seller at Seller's sole discretion agrees to cooperate and perform such acts and to execute and deliver subsequent to Closing such other instruments, documents, and other materials as SCP may reasonably request in order to effectuate consummation of the transaction contemplated herein.

18. INSURANCE. SCP shall require that all its contractor entities working on the Bank Properties acquire and maintain insurance commensurate with Exhibit D attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement.

SCP: Sandy Creek Partners, LLC

By: _____
M. Gray Stevens, Manager

SELLER: Polk County Conservation Board

By: _____
Richard Leopold, Director

EXHIBIT A

Trails End Bank Parcels and Aerial Map

Trails End II parcels

GP: 792308100010_DP: 19000107002002
169.98 ac.

GP: 792308402001_DP: 19000131002000
31.494 ac.

GP: 792308401001_DP: 19000131003000
5.877 ac.

GP: 792308451005_DP: 19000116006002
43.80 ac

GP: 792308476005_DP: 19000116007000
10.0 ac.

GP: 792308277003_DP: 19000127011000
0.67 ac.

GP: 792309101005_DP: 19001950000005
14.49 ac.

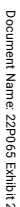
GP: 792309101003_DP: 19000150004000
6.50 ac.

GP: 792309102003_DP: 19000150005000
3.50 ac.

GP: 792308226020_DP: 19000105006002
1.21 ac.

GP: 792308226018_DP: 19000105004004
2.66 ac.

Total acreage = 290.81

 Project Boundary

DATE: 5/30/2023
PREPARED BY: HIM
CHECKED BY: MJH

EXHIBIT
2

EXHIBIT B

Ziel Parcel Aerial Map



PROJECT #18805
VERSION: 8/16/2023 9:09 AM
MAP: IA_StatewideResearch
SCALE: 1:3,614
NAD 1983 StatePlane Iowa South FIPS 1402 Feet
AERIAL/BASEMAP: Esri/Bing Map Services
METADATA: Upon Request
APP: ArcGIS Pro 3.0.x
GIS: 2023 EarthBalance@/gsprehn/ahalstead/mpike

PGC Board Packet PG 113

Polk County Property
(GP: 812426251003)

 **EarthBalance**
www.earthbalance.com
Corporate Office 705 13th Street
2570 Commerce Parkway North Port, FL 34289
(941) 426-7878
Central Florida Office
Saint Cloud, FL 34769
(407) 747-0581
Fort Myers: Luckett Rd Nursery: Nocatee, FL

EXHIBIT C

Unapproved Title Exceptions

1. Any mortgage or other security interests in the Bank Properties.
2. Any mechanics liens on the Bank Properties.
3. Any mineral interests in the Bank Properties held by third parties other than the Seller.
4. Any leasehold, farming, grazing, or license interests in the Bank Properties.
5. Any easements on the Bank Properties unacceptable to the Regulatory Agencies.

EXHIBIT D

**Polk County Attachment C
INSURANCE REQUIREMENTS**

POLK COUNTY, IOWA

INSURANCE AND
CERTIFICATE REQUIREMENTS

REQUIREMENTS

The Contractor shall secure and maintain throughout the duration of this contract, insurance of such types and not less than the amounts specified herein. The Contracting Authority, **POLK COUNTY, IOWA**, shall be named as an "Additional Insured," using the following language: **"Polk Count, Iowa, its elected and appointed officials, employees, agents, their predecessors, successors and assigns."**

Insurance coverage will be considered acceptable when provided in one of the following methods:

The Contractor shall furnish Polk County with a proper Certificate of Insurance (COI) or affidavits executed by representatives of duly qualified insurance companies, doing business in Iowa for approval by Polk County.

The Certificate shall identify the following: the insurance company firm name and address; the contractor firm name and address; insurance policy(s) number(s); policy period; type of policy and coverage; limits of coverage; description of operations covered; certificate holder/"Additional Insured"; and cancellation clause.

All certificates submitted for the purpose of complying with these specifications shall identify as the "Named Insured" the Contractor; and Polk County, Iowa, its elected and appointed officials, employees, agents and assigns, as "Additional Insureds."

This requirement shall apply with equal force, whether the work is performed by (1) persons employed directly by the Contractor, (2) by a subcontractor, or (3) by an independent contractor.

Regardless of such approval by Polk County, it shall be the responsibility of the Contractor to maintain adequate insurance coverage at all times, and failure to do so shall not relieve the Contractor of any contractual obligation or responsibility. Failure on the part of the Contractor to maintain this insurance in full effect will be treated as such by Polk County. Failure on the part of the Contractor to comply with the requirements of this article will be considered sufficient cause to suspend the work, withhold payment(s), and/or be disqualified from receiving further contract awards.

Insurance policies filed with Polk County shall state that thirty (30) calendar days prior written notice shall be given to Polk County, Iowa before any policy covered thereby is changed or canceled.

Evidence of insurance coverage as identified and stipulated by these specifications shall be approved by Polk County prior to any work being performed by the Contractor, subcontractor(s), or agents of the Contractor.

TYPES OF INSURANCE

- A. Workers' Compensation and Employers' Liability.** This insurance shall protect the Contractor against all claims under Iowa Workers' Compensation Law. The Contractor shall also be protected against claims for injury, disease, or death, or employees which for any reason, may not fall within the provisions of the Workers' Compensation Law. The insurance requirements shall not be less than the following:

1. Workers' Compensation – Statutory
2. Employers' Liability
 - a. **\$500,000 Per Accident**
 - b. **\$500,000 Disease, Policy Limit**
 - c. **\$500,000 Disease, Each Employee**

- B. Commercial General Liability.** This insurance shall be written in comprehensive form and shall protect the Contracting Authority against all claims arising from injuries to any person or damage to property of others arising out of any negligence of the Contractor.

The Contractor shall provide and maintain insurance coverage to protect the Contracting Authority against any and all claims for damages for personal injury, including accidental death, as well as from claims under this contract, whether such operations be performed by the Contractor or any subcontractors, or by one directly or indirectly employed by the Contractor or any subcontractors.

The liability limits shall not be less than the following:

General Aggregate	\$ 2,000,000
Products-Completed Operations Aggregate	2,000,000
Personal & Advertising Injury	1,000,000
Each Occurrence	1,000,000
Fire Damage (Any one Fire)	100,000
Medical Expenses (Any One Person)	5,000

- C. Professional Liability (Errors & Omissions).** Contractor will maintain, at its expense: Professional Liability Insurance in the amount of **\$2,000,000** including coverage for errors and omissions caused by Contractor's negligence in the performance of its duties under this agreement. **(WHEN APPLICABLE)**
- D. Automobile Liability.** This insurance shall be written in comprehensive form and shall protect the Contractor against all claims for the operation of motor vehicles, whether they are owned, non-owned, or hired, by or on behalf of the Contractor. The liability limits shall not be less than the following:

\$1,000,000 Combined Single Limit per accident

- E. **Excess Liability Umbrella.** The Contractor shall procure and maintain, during the life of this contract **\$5,000,000 Excess Liability Coverage (Umbrella)**. This coverage is over and above the underlying coverage of \$1,000,000/\$2,000,000 the General Liability and Automobile & Employers Liability.
- F. **Builder's Risk Insurance.** Coverage must be equal to 100 percent replacement cost of all proposed construction
- G. **Subcontractors.** The contractor shall require that any of its agents and / or subcontractors, who perform work and/or services pursuant to the provisions of this contract, meet the same insurance requirements as are required of the prime contractor.
- H. **Performance Bond.** A bond for the faithful and timely completion of the entire proposal must be provided with a limit of 100 percent of the contract sum
- I. **Liquor Liability.** Comprehensive liquor liability coverage shall be purchased with limits **not less than \$1,000,000. This coverage is mandatory only when the contractor/vendor will be serving alcohol of any kind for consumption.**

MISCELLANEOUS.

- A. **Cost of Insurance.** Polk County shall make no direct payments to the Contractor for any costs associated with securing, maintaining, and/or providing the insurance coverage required by the Contract Department. All costs of such coverage shall be included in the prices bid and no additional payments for such costs shall be made.
- B. **Personal Liability of Public Officials.** In carrying out any of the provisions of the contract, or in exercising any power or authority granted to any agent or representative of Polk County thereby, there shall be no liability upon such agent or representative, including the engineer or authorized assistants, either personally or as an official of Polk County, it being understood that in such matters they act as the agent and representative of Polk County.
- C. **Non-Waiver of Legal Rights.** Polk County shall not be precluded or estopped by any measurement, estimate, or certificate made either before or after the completion and acceptance of the work and payment thereof, from showing the true amount and character of the work performed and the materials furnished by the Contractor, or from showing that such measurement, estimate, or certificate is untrue or incorrectly made or that the work or materials do not in fact conform to the contract.

Polk County shall not be precluded or estopped, notwithstanding any such measurement, estimate, or certificate and payment in accordance therewith, from recovering from the Contractor and Surety such damages as it may sustain by reason of failure to comply with the terms of the contract. Neither the acceptance by Polk County, nor any representative(s), nor payment for acceptance of the whole or any part of the work, nor any extent of time, nor any possession taken place by Polk County shall operate as a waiver of any portion of the contract, or any powers herein reserved, or any right to damages herein provided. A waiver

of any breach of the contract shall not be held to be a waiver of any other subsequent breach.

- D. Litigation for Claims and Save Harmless Clause.** The Contractor shall indemnify, defend and hold harmless Polk County, Iowa, its elected and appointed officials, employees, agents, their predecessors, successors and assigns from any and all claims, disputes, demands, damages, actions, judgements, liability, loss, cost and expense, including reasonable legal and accounting fees, by reason or result of personal injury, including death, damage to person or property, including loss of use thereof and economic damages of arising out of any Contractor's act, errors, omissions, negligence, default, mismanagement in safeguarding or performing the work, or through use of unacceptable materials in constructing the work in connection with Contractor's performance of the terms, obligations or duties imposed pursuant to the underlying Agreement or by law. .

THE CONTRACTOR IS REQUIRED TO BE IN ACCORDANCE WITH ALL O.S.H.A. SAFETY GUIDELINES AND REGULATIONS AT ALL TIMES DURING THE CONTRACT PERIOD.

**POLK COUNTY GOVERNMENT
CERTIFICATE OF INSURANCE**

REQUIREMENTS.

Certificates of Insurance (COI) are required on every contract to show proof of adequate insurance. A Certificate shall be submitted with each set of contract documents to the Risk Manager for review. Contract documents will not be submitted to the Board of Supervisors for execution until the Certificate of Insurance is correct and has received staff approval. The Certificate(s) must specifically identify the project (No yearly or all – project certificates will be accepted), and name **Polk County, Iowa, its elected and appointed officials, employees, agents, predecessors, successors and assigns**, as “Additional Insured.”

The following statements are requirements and should aid in the preparation of an acceptable certificate.

1. The name of the producer with complete address, zip code, and telephone number.
2. The name of the Insured with complete address, zip code, and telephone number.
3. The issue date must be complete.
4. The name of the Insurer (insurance companies) affording coverage must be named and approved by the Insurance Commission of the State of Iowa. The Company letters **(4a)** must be placed along the corresponding insurance coverages **(4b)**.
5. All Certificates shall state that XCU Coverage is included. (If applicable) The limits listed below are minimum acceptable limits. The Insurance Agent should review the Contract Special Provisions for each project, and verify with **POLK COUNTY RISK MANAGEMENT** that the insurance requirements have not been changed, as limits may vary from project to project.
6. General Liability:

General Aggregate	\$2,000,000
Product Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (Any one fire)	\$ 100,000
Medical Expense (Any one person)	\$5,000
7. Professional Liability (When Applicable) **\$2,000,000**
8. Automobile Liability:

Each Accident	\$1,000,000
---------------	--------------------

Combined Single Limit
9. Workers' Compensation:
Statutory Benefits

- | | | |
|------------|--|--------------------|
| | Employers' Liability (Coverage B) | \$500,000 |
| 10. | Excess Liability Umbrella | \$5,000,000 |
| 11. | Builder's Risk Insurance | |
| | a. Equal to 100 percent of replacement cost of all construction | |
| 12. | Performance Bond | |
| | a. For the faithful and timely completion of the entire proposal with a limit of 100 percent of the contract sum | |
| 13. | Liquor liability | \$1,000,000 |
| | a. Mandatory for contractors/vendors who serve alcohol | |
| 14. | Policy numbers for all policies must be included | |
| 15. | Policy effective dates for all policies must be included | |
| 17. | Policy expiration dates must be included. | |
| 18. | Description of Operations: The Project Name and Work Order Number must be shown. All contracts require <u>"Polk County, Iowa, its elected and appointed officials, employees, agents, predecessors, successors and assigns"</u> to be additionally insured. | |
| 19. | Polk County, Iowa must clearly and explicitly be shown as the Certificate Holder. | |
| 20. | The Cancellation Clause must read exactly as follows:

"Should any of the above described policies be canceled before the expiration date thereof, the issuing company shall mail thirty (30) days prior written notice to the certificate holder(s) named on the Certificate to the left." | |
| 21. | All certificates of insurance must be signed by an authorized representative. | |
| 22. | In order to preserve the governmental immunities available as defenses to contractor (or Licensor) and its officials and employees, any insurance policy must contain the following endorsement language: | |

Non-Waiver of Governmental Immunity: We, the insurance carrier and insured, expressly agree and state that the purchase of this policy and the naming of Polk County, Iowa as an additional insured shall not waive any of the defenses of governmental immunity available to Polk County its elected and appointed officials, employees, agents, their predecessors and successors and assigns, pursuant to Section 670.4 of the Code of Iowa, as it now exists and as it may be amended from time to time.

Non-Denial of Coverage: We, the insurance carrier and insured, shall not deny coverage under this policy and we shall not deny any of the rights and benefits accruing to Polk County, Iowa

shown in the schedule under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by Polk County, Iowa.

	Date	June 12, 2024
	Item No.	CLOSED SESSION
	Roll Call No.	24-0617
	Submitted by:	

AGENDA HEADING:

Action from Closed Session discussion of land acquisition opportunities.

INFORMATION:

Polk County Conservation has the opportunity to acquire land with excellent conservation potential at several locations within Polk County. Cost-share opportunities may be available to assist with acquisition and restoration expenses. Nearby PCC landholdings add additional interest to these properties.

FISCAL IMPACT: TBD

PREVIOUS BOARD ACTION(S):

Date:

Roll Call:

Action:

RECOMMEDATION:

Direct staff to proceed on these land acquisition opportunities based on information presented and pursuant to Board discussion.