

SCOTT COUNTY ENGINEER'S OFFICE

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JON R. BURGSTRUM, P.E.
County Engineer

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Assistant County Engineer

BECKY WILKISON
Administrative Assistant

MEMO

TO: Dee F. Bruemmer
County Administrator

FROM: Jon Burgstrum
County Engineer

SUBJ: DNR Agreement – Contract # 16CRDFBMKONR001

DATE: May 21, 2015

This is a resolution to approving an agreement with Iowa DNR for paving 230th Av to Lost Grove Lake and authorizing the Engineer to sign. 230th Ave is a one mile section of road that extends from 240th St (LeClaire Rd.) north to Lost Grove Lake. The south half of this road is Macadam that was done fifteen years ago and is in need of resurfacing. The north half is gravel so we are placing Macadam on this half and paving it with the south half. The Iowa DNR agreement allows them to pay \$50,000 for the section of the north half that is along the DNR lake property. This work will be done in September. We will come to the Board with Plans and Spec's at the Committee of the Whole meeting on June 2nd.

**IOWA DEPARTMENT OF NATURAL RESOURCES
CONTRACT NUMBER 16CRDFBMKONR001**

Between

**IOWA DEPARTMENT OF NATURAL RESOURCES
And
Scott County Secondary Roads**

This Contract was approved by the Natural Resource Commission on May 14, 2015.

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

DEPARTMENT OF NATURAL RESOURCES

By: _____ Date: _____
Bruce Trautman, Deputy Director

CONTRACTOR

By: _____ Date: _____
Jon Burgstrum, Scott County Engineer

For DNR use only:	
1. Retain the original contract in the project file and send a hardcopy with the first invoice.	
2. a) Fax contract to 515-725-8201 (check one box below before faxing)	
OR	
b) Email scanned copy to your Division's Contract Rep:	
DIVISION	DIVISION CONTRACT REP
<input type="checkbox"/> Conservation & Recreation	Kim.Rasler@dnr.iowa.gov
<input type="checkbox"/> Director's Office	Karen.Fynaardt@dnr.iowa.gov
<input type="checkbox"/> Environmental Services	Jerah.Sheets@dnr.iowa.gov
If you do not have faxing or scanning/emailing capabilities, you may mail a copy of the contract to IA DNR, Wallace State Office Building, Attention: (your respective bureau's contract rep), 502 East 9 th Street, Des Moines, IA 50319.	

INTERGOVERNMENTAL SERVICES - SPECIAL CONDITIONS

This Contract is entered into between the Iowa Department of Natural Resources (DNR) and Scott County Secondary Roads (Contractor). 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.

Scott County Secondary Roads is a governmental department of Scott County, which is a political subdivision of the state of Iowa. The Scott County Secondary Roads department is located at:

Scott County Secondary Roads
Scott County Annex Building
500 W. 4th Street
Davenport, IA 52801

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:

Martin Konrad, Executive Officer
Fisheries Bureau
502 E. 9th Street
Des Moines, IA 50319
Phone: 515 725-8447
Fax: 515 725-8201
Email: martin.konrad@dnr.iowa.gov

Contractor Project Manager:

Jon Burgstrum, Scott County Engineer
Scott County Annex Building
500 W. 4th Street
Davenport, IA 52801
Phone: 563 326-8640
Fax: 563 326-8257
Email: Jon.Burgstrum@scottcountyiowa.com

Section 2 STATEMENT OF PURPOSE

2.1 Background. The DNR recently completed the construction of Lost Grove Lake. This 350 acre surface acre lake is located 10 miles north of Davenport, Iowa, and will produce much needed public fishing opportunities for the areas' 400,000 residents. The lake and surrounding public land will support outdoor activities such as fishing, boating, hunting, wildlife viewing, and hiking. Iowa State University Center for Agriculture and Rural Development (CARD) research indicates that a lake of this size that exhibits good water quality will annually provide over 350,000 visits. The existing Scott County secondary road system will feed lake and land users to the major public accesses developed by the DNR.

2.2 Purpose. The DNR will provide partial funding to the Contractor to pave one half mile of gravel road on 230th Avenue. The purpose is to provide safe public road access to one of the lake’s major boat and shore access sites. By paving this section, lake users will have a hard surface route to the lake’s middle boat ramp.

Section 3 DURATION OF CONTRACT

3.1 Term of Contract. The term of this Contract shall be June 1, 2015 through December 31, 2015, unless terminated earlier in accordance with the Termination section of this Contract. However, this Contract shall not begin until it has been signed by both parties.

3.2 Approval of Contract. If the amount of compensation to be paid by DNR according to the terms of this Contract is equal to or greater than \$25,000.00, then performance shall not commence unless by June 1, 2015 this Contract has been approved by the Natural Resource Commission.

3.3 Extension. DNR shall have the sole option to extend this Contract for subsequent periods, adding up to no more than six years total from the beginning date of the Original Contract, by executing a signed amendment prior to the expiration of this Contract.

Section 4 DEFINITIONS

“Deliverables” shall mean services to be provided by, or on behalf of, the Contractor pursuant to this Contract. Deliverables shall include everything produced by the Contractor 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 Contract.

Section 5 STATEMENT OF WORK

5.1 Statement of Work. Contractor shall perform the following tasks. Contractor shall complete its obligations under this Contract by the Task Milestone Dates set out in the following table:

Obligation	Task Milestone Date
<p>Task 1: Paving. Description: Contractor shall pave 230th Avenue beginning where current asphalt paving ends and extending to and including the intersection of 230th Avenue and 250th Street and to the entrance of the middle Lost Grove Lake boat ramp access drive.</p> <p>Paving shall consist of placing, packing, and leveling 4” to 6” size Macadam rock and topping with 2” size chokestone to form a base and then placing three inches of compacted asphalt over the base layer.</p>	No later than October 15, 2015
<p>Task 2: Maintenance and Repairs. Description: Contractor is solely responsible for all</p>	In perpetuity

maintenance and future repairs of the new paved roadway described in Task 1. This obligation extends behind the termination or expiration of this Agreement.	
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5.2 Non-Exclusive Rights. This Contract is not exclusive. DNR reserves the right to select other contractors to provide services similar or identical to the Statement of Work described in this Contract during the term of this Contract.

5.3 Stop Services. In addition to its other remedies described herein, DNR shall have the right at any time during the Contract term to direct the services of Contractor fully or partially suspended or stopped, if the Deliverables fail to conform to applicable specifications and requirements in this Contract. DNR shall give Contractor written notice of a stop work directive. DNR shall provide to Contractor the reasons for the stop work directive.

5.4 Industry Standards. Services rendered pursuant to this Contract shall be performed in a professional and workmanlike manner in accordance with the terms of this Contract and the standards of performance considered generally acceptable in the relevant industry for similar tasks and projects. In the absence of a detailed specification for the performance of any portion of this Contract, the parties agree that the applicable specification shall be the generally accepted industry standard.

5.5 Amendments to Statement of Work – Change Order Procedure. Modifications, deletions and additions may be made to a Statement of Work at any time during the term of this Contract by mutual written consent of the parties. Any amendment to a Statement of Work shall be called a Change Order, and the following procedures shall be followed:

- 5.5.1 Written Request.** DNR shall specify in writing the desired modifications to the same degree of specificity as in the original Statement of Work.
- 5.5.2 The Contractor’s Response.** The Contractor shall submit to DNR a time and cost estimate for the requested Change Order within five business days of receiving the Change Order request.
- 5.5.3 Acceptance of the Contractor Estimate.** If DNR accepts the estimate presented by the Contractor within five business days of receiving the Contractor’s response, the Contractor shall perform the modified services subject to the time and cost estimates included in the Contractor response. The Contractor’s performance and the modified services shall be governed by the terms and conditions of this Contract.
- 5.5.4 Adjustment to Compensation.** The parties acknowledge that a Change Order for this Contract may or may not entitle the Contractor to an equitable adjustment in the Contractor’s compensation or the performance deadlines under this Contract and that such Change Order may require approval of the Natural Resource or Environmental Protection Commission.

Section 6 MONITORING AND REVIEW

6.1 Task Milestone Dates. Contractor shall complete its obligations under this Contract by the Task Milestone Dates set out in Section 5.1.

Failure by Contractor to complete the above-designated portions of its obligations by the Task Milestone Dates set out herein shall constitute material breach of this Contract by Contractor and shall be grounds for DNR to immediately terminate this Contract for cause.

6.2 Review Meetings. Commencing with beginning performance of this Contract, the Project Managers shall meet once to discuss progress made by the Contractor during the performance of this Contract. The meeting shall occur, either in person or by telephone conference call, at the following time: September 30 at 10:00 am. The meeting 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, the Contractor 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, and
- Any problems or concerns encountered since the last meeting.

A follow up 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. DNR shall have the right to review and observe, at any time, completed work or work in progress. Contractor shall allow the State of Iowa or DNR, without cost, to inspect its facilities and books and records relating to invoicing and time records for the purpose of monitoring and evaluating performance of this Contract.

Section 7 COMPENSATION

7.1 Source of Funding. The source of funding for this Contract is marine fuel tax monies. See Iowa Code section 452A.79A.

7.2 Not-to-exceed total amount of Contract. Payment for the work performed by Contractor according to the terms of this Contract shall not exceed \$50,000. Payment shall be for satisfactory completion of the Statement of Work outlined in this Contract, provided that Contractor has complied with the terms of this Contract.

7.3 RESERVE

7.4 RESERVE

7.5 Budget. The budget for this Contract shall be as follows:

Task	Amount of compensation allotted to Task
Task 1: Paving	Not to exceed \$ 50,000
Task 2: Maintenance and Repairs	To be funded solely by Scott County
Total	Not to exceed \$50,000

7.6 Submission of Invoices. Invoices shall be submitted to DNR according to the following schedule:

Task Milestone Date	Amount Due	Invoice Due No Later Than
Task 1: Paving.	Not to exceed \$ 50,000	November 30, 2015
Total	Not to exceed \$ 50,000	

The invoice shall itemize the work performed pursuant to the Contract. It 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. DNR shall have the right to dispute any invoice item submitted for payment and to withhold payment of any disputed amount if DNR reasonably believes the invoice is inaccurate or incorrect in any way. Original invoices shall be submitted to:

Iowa Department of Natural Resources
 ATTN: Martin Konrad
 502 E. 9th Street
 Des Moines, IA 50319

7.7 Payment of Invoices. DNR shall pay approved invoices in arrears and in conformance with Iowa Code section 8A.514. Unless otherwise agreed to in writing by the parties, the Contractor shall not be entitled to receive any other payment or compensation from the State of Iowa for any services provided by or on behalf of the Contractor under this Contract. Payment will be issued to:

Scott County Secondary Roads
 ATTN: Jon Burgstrum
 Scott County Annex Building
 500 W. 4th Street
 Davenport, IA 52801

7.8 No advance payment. No advance payments shall be made for any Deliverables provided by Contractor pursuant to this Contract.

7.9 Delay of Payment Due to Contractor’s Failure. If DNR determines that the Contractor has failed to perform or deliver any service or product required by this Contract, then the Contractor shall not be entitled to any compensation or any further compensation if compensation has already occurred, under this Contract until such service or product is performed or delivered. DNR shall withhold that portion of the invoice amount which represents payment for the task or Deliverable that was not completed, delivered and successfully deployed.

7.10 Erroneous Payments and Credits. Contractor shall promptly re-pay or refund to DNR the full amount of any overpayment or erroneous payment within ten (10) business days after either discovery by Contractor or notification by DNR of the overpayment or erroneous payment.

7.11 Set-off Against Sums Owed by Contractor. In the event that Contractor owes DNR or the State of Iowa ("State") any sum (including any State taxes in arrears) under the terms of this Contract, any other Contract, pursuant to a judgment, or pursuant to any law, DNR may set off such sum against any sum invoiced to DNR by Contractor. This may be done in DNR's sole discretion unless otherwise required by law.

7.12 Reimbursable Expenses. There shall be no reimbursable expenses associated with this Contract separate from the compensation referred to in this section, unless agreed to by both parties in an amendment to this Contract or in a Change Order executed by both parties. Unless otherwise specifically provided for in this Contract, Contractor shall be solely responsible for all its costs and expenses, including travel, mileage, meals, lodging, equipment, supplies, personnel, training, salaries, benefits, insurance, conferences, long distance telephone, and all other costs and expenses of the Contractor.

7.13 Stop Services. In addition to its other remedies described herein, DNR shall have the right at any time during the Contract term to direct the services of the Contractor fully or partially suspended or stopped, if the Deliverables or services fail to conform to applicable specifications and requirements under this Contract. DNR shall give Contractor the reasons for the stop work directive.

7.14 Final Payment. Before final payment or a termination settlement under this Contract, the Contractor shall execute and deliver to DNR a release of all claims against DNR arising under, or by virtue of, this Contract except claims which are specifically exempted by the Contractor. Unless otherwise provided in this Contract, by state law or otherwise expressly agreed to by the parties to the Contract, final payment under a settlement upon termination of this Contract shall not constitute a waiver of DNR's claims against the Contractor, or the Contractor's sureties under this Contract or applicable performance and payment bonds.

THE COUNTY AUDITOR'S SIGNATURE CERTIFIES THAT
THIS RESOLUTION HAS BEEN FORMALLY APPROVED BY
THE BOARD OF SUPERVISORS ON _____
DATE

SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

MAY 21, 2015

APPROVAL OF THE DNR AGREEMENT (16CRDFBMK0NR001) FOR PAVING OF
230TH AV TO LOST GROVE LAKE AND AUTHORIZATION FOR THE SCOTT
COUNTY ENGINEER TO SIGN THE DNR AGREEMENT.

BE IT RESOLVED by the Scott County Board of Supervisors as follows:

SECTION 1. That the Board of Supervisors approve the agreement with the
DNR (Contract # 16CRDFBMKONR001) for paving of 230th Av
to Lost Grove Lake and authorizes the Scott County Engineer
to sign the agreement.

SECTION 2. That this resolution shall take effect immediately.