

ITEM #: 18
DATE: 10-24-23
DEPT: W&PC

COUNCIL ACTION FORM

SUBJECT: FY 2023/24 STORY COUNTY EDGE-OF-FIELD/WATERSHED-BASED NUTRIENT REDUCTION PROJECT - ENGINEERING SERVICES

BACKGROUND:

On August 22, 2023, a Request for Proposals (RFP) was issued for Engineering Services related to the FY 2023/24 Story County Edge-of-Field Project. Proposals were received through September 14, 2023. Four proposals were received, and the technical proposals were scored by staff from the Water & Pollution Control Department, Story County Conservation, and the Iowa Department of Agriculture & Land Stewardship (IDALS). Both Story County Conservation and IDALS are funding partners for the project and provide essential staff time and resources. A summary of the technical proposal scoring is included below.

Respondent	Technical Proposal Score
Sustainable Environmental Consultants	106.8
Ecosystem Services Exchange	92.0
ISG	110.3
Bolton & Menk	98.0

Given the inherent differences between saturated buffers and bioreactors, respondents were allowed some flexibility in their cost proposals. For both design phase and construction phase services, the respondents were given the option to provide a single cost per-tile outlet, or could provide a cost for both saturated buffers and bioreactors.

Without knowing how many outlets are suitable for full design, and also not knowing which practice each tile outlet will be best suited for, there is no definitive way to compare costs from each respondent. Staff used the costs provided by each respondent and calculated what their cost would have been using the previous two fiscal years of the project. Sustainable Environmental Consultants (SEC) and ISG provided the lowest cost options in the comparison. **In both scenarios, SEC was at least 10% lower in cost than ISG.**

Staff from the Water & Pollution Control Department, Story County Conservation, and IDALS selected the proposal from SEC as the option that provided the best overall value to the project. All parties were confident in their ability to provide the services requested and they also provided the lowest likely cost.

Staff believes that a realistic estimate is that 25 field tile outlets would proceed through the final design and construction phases. This value was used to determine contract

pricing of \$70,080. That price could change if additional tile outlets proceed to construction or if some tiles are found to be not suitable for an edge-of-field project.

This project is being funded from the FY 2023/24 Edge-of Field Project/Watershed-based Nutrient Reduction CIP, which is budgeted at \$300,000 annually. Additionally, Story County Conservation and the Iowa Department of Agriculture & Land Stewardship are reimbursing the City for costs related to this project. The cost-share for design services is 1/3 each, meaning the net cost to the City for this contract will be \$23,360.

ALTERNATIVES:

1. Award a contract for Engineering Services related to the FY 2023/24 Story County Edge-of-Field Project in the amount of \$70,080 to Sustainable Environmental Consultants of West Des Moines, Iowa.

After being reimbursed by Story County Conservation and Iowa Department of Agriculture & Land Stewardship, the net cost to the City will be \$23,360.

2. Do not award a contract at this time.

CITY MANAGER'S RECOMMENDED ACTION:

Treatment of sub-surface drainage from agricultural tile outlets with bioreactors and saturated buffers is an effective method for reducing nutrient loading to surface waters. The Water & Pollution Control Department can 'bank' these nutrient loading reductions in the Iowa Nutrient Reduction Exchange and will be able to apply any banked reductions to future nutrient reduction requirements in the Water Pollution Control Facility's National Pollutant Discharge Elimination System permit. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, as described above.

**CONTRACT FOR
FY 23-24 STORY COUNTY EDGE-OF-FIELD ENGINEERING
PROFESSIONAL SERVICES CONTRACT
FOR CITY OF AMES WATER POLLUTION AND CONTROL DEPARTMENT**

THIS AGREEMENT, made and entered into effective the 24th day of October 2023, by and between the CITY OF AMES, IOWA, a municipal corporation organized and existing pursuant to the laws of the State of Iowa (hereinafter sometimes called "City") and Sustainable Environmental Consultants, LLC, a limited liability company, organized and existing pursuant to the laws of the State of Iowa (hereinafter called "Provider").

WITNESSETH THAT:

WHEREAS, the City of Ames has determined that certain services to be provided to the City of Ames and its citizens by Provider, such services and facilities being hereinafter described and set out, should be purchased in accordance with the terms of a written agreement as hereinafter set out;

NOW, THEREFORE, the parties hereto have agreed and do agree as follows:

**I
PURPOSE**

The purpose of this Agreement is to procure for the City of Ames certain services as hereinafter described and set out; to establish the methods, procedures, terms and conditions governing payment by the City of Ames for such services; and to establish other duties, responsibilities, terms and conditions mutually undertaken and agreed to by the parties hereto in consideration of the services to be performed and monies paid.

**II
SCOPE OF SERVICES**

Provider shall provide the services set out in the City of Ames, Iowa, Scope of Services from Request for Proposal issued August 22, 2023, and Consultant's response to FY 23-24 Story County Edge of Field Engineering for City of Ames attached hereto as Appendix A.

City, without invalidating the Agreement, may direct changes in the services within the general scope of the Agreement, with the authorized payment maximum being adjusted accordingly. Any change in the scope of service by Provider shall be done by written agreement signed by both parties. The added cost or cost reduction to City resulting from a change in the Agreement shall be determined by mutual acceptance of a lump sum properly itemized and supported by sufficient data to permit evaluation, or by unit prices stated in the Agreement or subsequently agreed upon.

It shall be the responsibility of Provider, before proceeding with any change in scope, to verify that the change has been properly authorized on behalf of City. No additional charges or any other change in the Agreement will be allowed unless previously authorized in writing by City, with the applicable compensation method and maximum authorized additional sum stated.

**III
METHOD OF PAYMENT**

A. Payments shall be made by the City of Ames in accordance with the following task schedule:

Deliverables	Total Amount
a. No. 1: Phase II - Initial Determination	\$16,280
b. No. 2: Phase IV - Final Design (25 Outlets)	\$30,250
c. No. 3: Phase V – Construction Services (25 Outlets)	\$20,000
d. No. 4: Phase V – Preconstruction Meeting	\$550
e. No. 5: Phase V – Postconstruction Visit/Punchlist Generation	\$3,000

The maximum total amount payable by the City of Ames under this Agreement is \$70,080.00 and no greater amount shall be paid without written amendment.

B. Payment will be made upon completion of the services and acceptance by the City of Ames. Provider

shall submit an invoice upon completion of the services. The invoice shall include an itemization of the services for which payment is claimed. Invoices referencing the assigned purchase order number shall be emailed to accountspayables@cityofames.org or send to the following address:

City of Ames, Finance Dept. – Accounts Payable, PO Box 811, Ames, IA 50010

IV

FINANCIAL ACCOUNTING AND ADMINISTRATION

A. All claims for payment shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers or other documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified as such and readily accessible for examination and audit by City or its authorized representative.

B. All records shall be maintained in accordance with procedures and requirements established by the City Finance Director, and the City Finance Director may, prior to any payment under this Agreement, conduct a pre-audit of record keeping and financial accounting procedures of Provider for the purpose of determining changes and modifications necessary with respect to accounting for charges made hereunder. All records and documents required by this Agreement shall be maintained for a period of three (3) years following final payment by City.

C. At such time and in such form as City may require, there shall be furnished to City such statements, records, reports, data and information as City may require with respect to the payments made or claimed under this Agreement.

D. At any time during normal business hours, and as often as City may deem necessary, there shall be made available to City for examination all records with respect to all matters covered by this Agreement and Provider will permit City to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

V

INSURANCE

A. Provider shall maintain insurance coverage in scope and amounts acceptable to the City's Risk Manager.

B. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City of Ames, its officials, employees or volunteers.

C. Provider shall furnish City with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on standard insurance company forms or forms provided by City and are to be received and approved by City before services commences. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

D. Provider shall include all sub-consultants as insured under its policies. All coverages for sub-consultants shall be subject to all of the requirements stated herein.

E. To the fullest extent permitted by law, Provider shall indemnify and hold harmless the City of Ames, their agents and employees (the "Indemnified Parties") from and against all claims, damages, losses and expenses, including, but not limited to attorneys' fees (collectively, "Liabilities") arising out of or resulting from the performance of the services, provided that any Liabilities: (1) are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the services itself) including the loss of use resulting therefrom; and (2) is caused in whole or in part by any negligent act or omission of Provider, any Sub-consultant, anyone directly or indirectly employed by any of them or any one for whose acts any of them may be liable. Notwithstanding the foregoing, Provider will not be obligated to indemnify and hold harmless the Indemnified Parties for the proportionate share of the Liabilities caused by any Indemnified Parties' active negligence, sole negligence, or willful misconduct.

F. In no case will Provider's coverage be constructed to provide coverage for acts of negligence alleged

to be caused by the sole negligence of employees of the City of Ames.

**VI
PROPRIETARY RIGHTS AND CONFIDENTIAL INFORMATION**

Provider agrees to hold in trust and confidence any confidential and/or proprietary information or data relating to City business and shall not disseminate or disclose such confidential information to any individual or entity, except Provider's employees or sub-consultants performing services hereunder (who shall be under a duty of confidentiality), and any other individuals specifically permitted in each instance by City.

**VII
TERMINATION**

The City of Ames may terminate this Agreement without penalty to City at any time by giving written notice to Provider at least fifteen (15) days before the effective date of such termination. In any case where Provider fails in whole or in part to substantially perform its obligations or has delivered nonconforming services, City shall provide a Cure notice. If, after notice, Provider continues to be in default, City may terminate this Agreement immediately. City shall only be obligated to compensate Provider for compliant services performed prior to notice of termination.

**VIII
INDEPENDENT CONTRACTOR STATUS**

Provider agrees that the relationship between Provider and City is that of an independent contractor for employment tax purposes. Provider shall be solely responsible for all taxes relating to payments under this agreement including those of employees.

**IX
LAWS**

This contract is governed by the laws of the State of Iowa with venue in the appropriate state and/or federal courts for Story County, Iowa.

**X
ASSIGNMENT**

This Agreement may not be assigned or transferred by Provider without the prior written consent of City. Notwithstanding the foregoing, Provider may assign, voluntarily or by operation of law, any of its rights or obligations under this Agreement without the prior written consent of City as part of a merger of, acquisition by, or other business combination involving Provider.

**XI
AFFIRMATIVE ACTION**

Provider shall place on file with City a statement of nondiscrimination policy in the form of a completed *Assurance of Compliance with the City of Ames, Iowa, Affirmative Action Program* satisfactory to the Affirmative Action Officer of City.

**XII
NOTICE**

All notices under this Agreement shall be in writing. Notices shall be deemed to have been given: (i) upon hand delivery; or (ii) if sent by Regular Mail, within seventy-two (72) hours after the notice has been deposited in the United States Post Office, postage paid. Notices shall be sent to the other party at the addresses set forth below. Either party may change its address by giving notice in writing thereof to the other parties.

City of Ames:
John Dunn, Director
Ames Water and Pollution Control Department
502 Carroll Avenue, PO Box 811
Ames, IA 50010

Provider:
Sara Crawford, President
Sustainable Environmental Consultants
5930 Grand Avenue
West Des Moines, IA 50266

**XIII
DURATION**

This Agreement shall be in full force and effect from and after October 24, 2023, until completion of the Services, or, until terminated by the City of Ames, Iowa.

IN WITNESS WHEREOF the parties hereto have, by their authorized representatives, set their hand and seal as of the date first above written.

CITY OF AMES, IOWA

SUSTAINABLE ENVIRONMENTAL CONSULTANTS, LLC

By: _____
John A. Haila, Mayor

By _____
Sara Crawford, President

Attest by: _____
Renee Hall, City Clerk

APPENDIX A
SCOPE OF SERVICES FOR
FY 23-24 STORY COUNTY EDGE-OF-FIELD ENGINEERING
PROFESSIONAL SERVICES CONTRACT
FOR CITY OF AMES WATER POLLUTION AND CONTROL DEPARTMENT

Project Overview

The Iowa Nutrient Reduction Strategy has identified saturated buffers and bioreactors as cost effective and efficient nitrate reducing practices. The City of Ames (City), along with the Project Partners identified below, has prioritized installation of these practices in the South Skunk River watershed (HUC 07080105). Collectively, this work has been named the Story County Edge-of-Field Project. Increasing the number of Saturated Buffers and Bioreactors within the South Skunk River watershed will help to improve water quality in the watershed and the City of Ames will also capture any quantifiable nutrient reduction credits. These credits will help the City achieve nutrient reduction targets and may help with future nutrient reduction requirements imposed on the City. Story County Edge-of-Field Project Partners include:

- Story County Conservation
- Story County Soil & Water Conservation District
- Iowa Department of Agriculture & Land Stewardship
- Natural Resource Conservation Services

The Story County Edge-of-Field Project (Project) has evolved into a multi-year project. Recently, Final Completion was accepted for Year 1 of the Project. This included treatment of 22 tile outlets through a combination of 5 Saturated Buffers and 5 Bioreactors. Year 2 of the Project is nearing the bidding phase and will treat up to 21 tile outlets.

As design for Year 2 took place, the City of Ames and Project Partners (Project Team) began identifying potential sites for Year 3, contacted landowners to get permission to access their properties, and performed field investigations at each property.

The intent of this Request for Proposals (RFP) is to seek proposals from qualified firms (Consultant) to conduct an initial review of field investigation data to determine the suitability of installing either a Saturated Buffer or Bioreactor for each of the 37 tile outlets that have been investigated. Additionally, upon notification from the City of Ames, the Consultant will be asked to complete final design at a yet to be determined subset of the 37 tile outlets. The number of final designs that will be requested will be determined by site-suitability, landowner's willingness to continue participation, and anticipated construction budget.

1. Scope of Work

Phase I: Landowner Outreach and Survey

This phase has been completed by the Project Team. Landowners have shown initial interest in participating and have allowed members of the Project Team to complete a

field investigation to gather a topographical survey, tile information, and soil documentation on 35-45 outlets.

No services requested.

Phase II: Initial Determination of Practice Suitability

The Project Team will provide field investigation notes and survey data for 37 tile outlets to the Consultant who will determine feasibility of Saturated Buffer/Bioreactor design and estimate the area of impact. It is expected that the firm communicates with the Project Team to ensure data accuracy and that sites are meeting maximum potential.

Phase II Deliverables

- Drainage Area Plan Map
 - Scalable, orthographic plan map showing tile location, alignment, and reference number
 - Delineated tile drainage area (estimate)
- Tile Plan Map
 - Scalable, orthographic plan map showing tile location, alignment, and description
 - Recommended edge-of-field practice location, alignment, and footprint
 - Location of proposed water control structures
 - Pertinent property features (fence lines, streams, boundaries, etc.)
- Budgetary cost estimate
- Floodplain impact statement

Phase III: Landowner Communication

The Project Team will lead individual landowner meetings to review Phase II results, funding options, CRP impacts, and determine if the landowner wishes to continue through the process. The Consultant will not be required to participate in these meetings. The City of Ames will communicate to the firm which sites will be continuing through the full design phase.

No services requested.

Phase IV: Full Design

Upon notification from the City of Ames on which sites will be moving forward, the Consultant will complete design, provide construction cost estimate, and construction plans for each practice. Practices must be designed following the applicable Iowa NRCS construction practice standard.

The Consultant will develop engineering plans, operation and maintenance manual, and design report for each landowner. One (1) specification package will be developed

assuming all plans will be bid together. Plans will utilize Iowa NRCS standard details and available information necessary to meet the NRCS statement of work. For each practice, the Consultant will provide an engineering Opinion of Probable Construction Cost and a checkout sheet for as-built documentation. If necessary, the Consultant will work with the City to prioritize and group plans for bidding purposes or NRCS program deadlines.

The City will apply for any required floodplain permits. If necessary, the Consultant will provide any documentation/certifications needed to complete the permitting process at the hourly rate shown in Section 5.

Phase IV Deliverables

- Comprehensive Design Report
- Engineer's construction cost estimate
- Plan sheets and Construction Specifications sign/stamped by a Professional Engineer in the State of Iowa meeting Iowa NRCS standard and specification
- Seeding Plan meeting Iowa NRCS (342) Critical Area Planting conservation practice
- Construction Inspection Plan
- Operation and Maintenance Plan
- Design documentation supporting the edge-of-field practice
- Soils information (onsite NRCS investigation reports, Web Soil Survey reports)
- Checkout sheet for as-built documentation

It is understood that the City of Ames will conduct bid document preparation, bid letting, and construction contract negotiations, and that the Consultant will not provide services for the bidding and contracting items. If potential bidders have questions during the bidding period, the Consultant will be asked to respond to those inquiries.

Phase V: Construction Services

The Consultant will be responsible for facilitating the preconstruction meeting with Project Team and contractor. Following the preconstruction meeting and in advance of construction, the Consultant will perform construction staking for each practice. The Consultant will also be responsible for shop drawing review of Water Control Structures to ensure they meet design requirements.

Upon commencement of construction, site conditions may differ from those known during design. Should site conditions require alterations to the design, the Consultant will respond to Change Proposal Requests in order to determine the best course of action in response to found conditions.

Following construction, Consultant will review checkout sheet for each practice along with as-built drawings submitted by contractor. Consultant will also perform a site visit with Project Team and contractor in order to review final site conditions and to generate

a punch list. Upon contractor’s completion of all punch list items, the Consultants will provide a Statement of Completion for each practice.

Phase V Deliverables

- Preconstruction meeting agenda and preconstruction meeting
- Construction layout and benchmark establishment
- Construction and contract correspondence between all project stakeholders
- Construction material (wood chips, pipe, geotextile, etc.) and shop drawing (water control structure) review and approval
- Responses to Change proposal requests
- Construction documentation (survey notes, construction photos, etc.)
- Review of contractor checkout sheet and submittal of as-built plan sheets
- Postconstruction site visit with Project Team and Contractor and punch list generation
- Practice certification and statement of completion

2. Project Timeline

Contract Approval by Ames City Council	October 24, 2023
Project Kickoff and Information Handoff	October 27, 2023
Completion of Phase II – Initial Determination of Practice	December 22, 2023
Completion of Phase IV – Final Design	April 8, 2024
Issuance of Notice to Bidders	April 30, 2024
Completion of Phase V – Construction Services	Fall 2024

3. Travel and Other Reimbursables

Travel and other reimbursable expenses are included in the contract pricing and additional payment will be made for travel or other reimbursables.

4 Meetings

Estimate that we will have:

- 6 virtual project meetings (depending on the project phase)

5 Hourly Rates

An hourly rate of \$110/hour will be charged for services not included in the Scope of Work.