

**AMENDMENT NO. 2
TO THE PROFESSIONAL ENGINEERING SERVICES
SE East Lawn Area Utility Improvements – Phase 1
and
SE Peterson/SE Trilein Storm Sewer Improvements
City of Ankeny, Iowa**

This Amendment entered into this 5th day of March, 2018 to the Professional Services Agreement dated June 5, 2017, between the City of Ankeny, Iowa, hereinafter referred to as the “OWNER”, and Civil Design Advantage hereinafter referred to as the “CONSULTANT”.

This Amendment is associated with the Construction Services for the SE East Lawn Area Utility Improvements – Phase 1 and the SE Peterson/SE Trilein Storm Sewer Improvements.

Now, therefore, it is hereby agreed by and between the parties hereto that the Agreement for Professional Services be amended as follows:

III. SCOPE OF SERVICES, SECTION C. CONSTRUCTION SERVICES

Replace Section C of the original Agreement with the following Section C:

C. Construction Services.

1. Task 17 – Preconstruction Meeting – SE East Lawn Area Utility Improvements – Phase 1
 - a. Prior to the contractor beginning work, the CONSULTANT shall conduct a preconstruction meeting to be attended by the City, Consultant, Contractors, Subcontractors, and other affected entities. The Consultant shall attend one pre-construction meeting on behalf of the OWNER.
2. Task 18 – Limited Construction Administration – SE East Lawn Area Utility Improvements – Phase 1
 - a. The CONSULTANT shall review shop drawings and other submissions from the Contractor for general compliance with the Contract Documents.
 - b. The OWNER shall conduct any required construction meetings and prepare any partial payment applications and change orders. The OWNER shall be responsible for all normal construction observation.
 - c. The CONSULTANT shall make periodic visits to the site to observe the progress and quality of executed work and to

determine if the work is proceeding in accordance with the Contract Documents. The CONSULTANT shall notify the OWNER of any work which does not comply with the Contract Documents, make recommendations to the OWNER for the correction of non-conforming work, and at the request of the OWNER, that those recommendations are implemented by the Contractor.

- d. The CONSULTANT shall be available for on-call services to answer design related questions from OWNER in the event there are questions during construction.
- e. The CONSULTANT shall review the project to determine if it has been completed in substantial conformance with the Contract Documents and recommend acceptance to the OWNER.

3. Task 19 – Construction Staking – SE East Lawn Area Utility Improvements – Phase 1

- a. The CONSULTANT shall provide staking to support the construction of the project. Stakes will be provided to locate site features, public streets, structures, curb cuts and other design elements. Any staking that is destroyed due to construction and needs to be replaced, will be at the Contractor's expense. Construction staking only includes areas that are final designed.
- b. The CONSULTANT shall prepare a Monument Preservation Certificate in accordance with Iowa Code 355.6A. This document may include but not be limited to identifying the existing monuments within the project corridor and shall replace any monument disturbed or removed at its preserved position. The results of this survey will be provided to the OWNER for their record and recorded with the Polk County Recorder's Office.

4. Task 20 – Record Drawings – SE East Lawn Area Utility Improvements – Phase 1

- a. The CONSULTANT shall furnish final reproducible record drawings. Such record documents may contain a waiver of liability phrase in regard to unknown changes made by the Contractor without CONSULTANT/OWNER approval.

5. Task 21 – Preconstruction Meeting – SE Peterson/SE Trilein Storm Sewer Improvements

- a. Prior to the contractor beginning work, the CONSULTANT shall conduct a preconstruction meeting to be attended by the City, Consultant, Contractors, Subcontractors, and other affected

entities. The Consultant shall attend one pre-construction meeting on behalf of the OWNER

6. Task 22 - Limited Construction Administration – SE Peterson/SE Trilein Storm Sewer Improvements

- a. The CONSULTANT shall review shop drawings and other submissions from the Contractor for general compliance with the Contract Documents.
- b. The OWNER shall conduct any required construction meetings and prepare any partial payment applications and change orders. The OWNER shall be responsible for all normal construction observation.
- c. The CONSULTANT shall make periodic visits to the site to observe the progress and quality of executed work and to determine if the work is proceeding in accordance with the Contract Documents. The CONSULTANT shall notify the OWNER of any work which does not comply with the Contract Documents, make recommendations to the OWNER for the correction of non-conforming work, and at the request of the OWNER, that those recommendations are implemented by the Contractor.
- d. The CONSULTANT shall be available for on-call services to answer design related questions from OWNER in the event there are questions during construction.
- e. The CONSULTANT shall review the project to determine if it has been completed in substantial conformance with the Contract Documents and recommend acceptance to the OWNER

7. Task 23 – Construction Staking – SE Peterson/SE Trilein Storm Sewer Improvements

- a. The CONSULTANT shall provide staking to support the construction of the project. Stakes will be provided to locate site features, public streets, structures, curb cuts and other design elements. Any staking that is destroyed due to construction and needs to be replaced, will be at the Contractor's expense. Construction staking only includes areas that are final designed.
- b. The CONSULTANT shall prepare a Monument Preservation Certificate in accordance with Iowa Code 355.6A. This document may include but not be limited to identifying the existing monuments within the project corridor and shall replace any monument disturbed or removed at its preserved position. The

results of this survey will be provided to the OWNER for their record and recorded with the Polk County Recorder's Office.

8. Task 24 – Record Drawings – SE Peterson/SE Trilein Storm Sewer Improvements

- a. The CONSULTANT shall furnish final reproducible record drawings. Such record documents may contain a waiver of liability phrase in regard to unknown changes made by the Contractor without CONSULTANT/OWNER approval.

IV. TIME OF BEGINNING AND COMPLETION, shall be amended as follows:

The CONSULTANT completed the BASIC ENGINEERING SERVICES to accommodate the bid lettings. CONSTRUCTION SERVICES as outlined in Article III(C) shall be completed following completion of all construction on a planned six-day work week with 130 working days anticipated to commence on or before April 9, 2018. If changes are made to this schedule, the CONSULTANT shall submit changes to the OWNER for approval.

V. FEES AND PAYMENTS

Replace Section B, Paragraph 3 with the following:

The sum to be paid to the CONSULTANT for tasks in Section III, Scope of Services of this Contract, shall be a maximum not-to-exceed (NTE) fee of \$ 142,657 (one hundred forty-two thousand, six hundred fifty-seven dollars). Refer to Amended Exhibit D for Staff hour/Fee Estimate breakdown.

• Original Design Contract (NTE)	\$ 109,316
• Amendment #1 – Subsurface Utility Locations (NTE)	7,350
• Amendment #2 – Construction Services (NTE)	<u>25,991</u>
	\$ 142,657

This Contract expresses the entire agreement between the parties, and no representations, promises, or warranties have been made by either of the parties that are not fully expressed herein.

All other terms of this Agreement shall remain unchanged and unaffected by this amendment. IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their proper officials thereunto duly authorized as of the dates below indicated:

OWNER
CITY OF ANKENY, IOWA

CONSULTANT
CIVIL DESIGN ADVANTAGE



Mayor

Mike Brooner, PLS
Vice President

ATTEST:

SE East Lawn Area Utility Improvements - Phase 1
SE Peterson/SE Trilein Storm Sewer Improvements

Estimate of Hours by Task/Employee Classification

	Principal	Project Manager	Project Engineer	Design Technician	Quality Control	Construction Observer	Survey Field Crew	Clerical	Subconsultant Fee	Total Fee
Design Phase Services										
<u>SE East Lawn Area Utility Improvements - Phase 1</u>										
Task 1 -	Construction Plans Preparation	8	108	166	160	40				\$51,440
Task 2 -	Estimated Construction Costs		16	24						\$4,480
Task 3 -	Utility Coordination		16	24						\$4,480
Task 4 -	Neighborhood Meeting		4	4						\$928
Task 5 -	Specifications/Advertisement/Plan Distribution		16	16				24	\$500	\$5,508
Task 6 -	Construction Letting		4	2				2		\$844
<u>SE Peterson/SE Trilein Storm Sewer Improvements</u>										
Task 7 -	Finalize Storm Water Management Plan		28	28						\$6,496
Task 8 -	Supplemental Topographic Survey		4		4		24			\$4,676
Task 9 -	Construction Plans Preparation	4	28	66	64	16				\$18,600
Task 10 -	Estimated Construction Costs		8	16						\$2,624
Task 11 -	Utility Coordination		8	16						\$2,624
Task 12 -	Neighborhood Meeting		4	4						\$928
Task 13 -	Specifications/Advertisement/Plan Distribution		8	8				24	\$500	\$3,652
Task 14 -	Construction Letting		4	4				2		\$1,036
							Design Phase Expenses			\$1,000
							Design Phase Total			\$109,316
<u>Amendment #1 - Subsurface Utility Locating</u>										
Task 15 -	Subconsultant Subsurface Utility Locating Services								\$6,250	\$6,250
Task 16 -	Additional Topographic Survey		3	4			2			\$1,100
							Amendment #1 Total			\$7,350
<u>Amendment #2 - Construction Services</u>										
<u>SE East Lawn Area Utility Improvements - Phase 1</u>										
Task 17 -	Preconstruction Meeting		2	2						\$464
Task 18 -	Limited Construction Administration	2	14	10						\$3,188
Task 19 -	Construction Staking		4	4			60			\$10,228
Task 20 -	Record Drawings		2	4	5		8			\$2,411
<u>SE Peterson/SE Trilein Storm Sewer Improvements</u>										
Task 21 -	Preconstruction Meeting		2	2						\$464
Task 22 -	Limited Construction Administration	1	9	6						\$1,962
Task 23 -	Construction Staking		3	3			32			\$5,656
Task 24 -	Record Drawings		1	2	5		5			\$1,618
							Amendment #2 Total			\$25,991
							Maximum Not-to-Exceed			\$142,657