

**AMENDMENT NO. 1  
TO THE PROFESSIONAL SERVICES AGREEMENT  
ASH TOWER FEEDER MAIN  
ANKENY, IOWA**

This Amendment entered into this 5<sup>th</sup> day of March, 2018 to the Professional Services Agreement dated July 3, 2017 by and between the City of Ankeny, Iowa, a municipal corporation, hereinafter referred to as the "CITY", and Snyder & Associates, Inc., hereinafter referred to as the "ENGINEER".

This Amendment is associated with the Construction Services for the Ash Tower Feeder Main project, hereinafter referred to as the "PROJECT". Construction Services for the Ash Tower Feeder Main project shall be performed under a separate amendment.

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

**EXHIBIT A – SCOPE OF SERVICES, ARTICLE I. SCOPE OF WORK,  
SECTION C. CONSTRUCTION SERVICES, shall be amended as follows:**

**1. CONSTRUCTION ADMINISTRATION**

Upon award of the initial construction contract, the ENGINEER shall perform the following administrative services during construction of the PROJECT:

- a. The ENGINEER shall serve as the CITY'S representative for administering the terms of the construction contract between the CITY and their Contractor.
- b. The ENGINEER shall specify the testing of materials and administrative procedures.
- c. Preconstruction Conference - The ENGINEER shall arrange and conduct a preconstruction conference with the Contractor and CITY to review the contract requirements, details of construction, utility conflicts, and work schedule prior to construction.
- d. Progress Meetings – The ENGINEER shall arrange and conduct weekly progress meetings with the Contractor and CITY to review progress of work and work that will be completed in following week.

- e. Site Observation – The ENGINEER shall visit the construction site, at such times and with such frequency deemed necessary by the ENGINEER, to (a) observe the progress and (b) determine if the result of the construction work substantially conforms to the drawings and specifications in the Construction Documents. Site Observation does not include observation or administration of the Storm Water Pollution Prevention Plan (SWPPP) which is the responsibility of the CITY and the Contractor.
- f. Contractor Payment Requests – The ENGINEER shall review the requests of the Contractor for progress payments and shall approve a request, based upon site observations, which authorizes payments and is a declaration that the contractor's work has progressed to the point indicated.
- g. Notification of Nonconformance – The ENGINEER shall notify the CITY of any observed work which does not conform to the construction contract, make recommendations to the CITY for the correction of nonconforming work and, at the request of the CITY, see these recommendations are implemented by the Contractor.
- h. Shop Drawings – The ENGINEER shall review shop drawings and other submissions from the Contractor for general compliance with the construction contract.
- i. Change Orders – The ENGINEER shall prepare change orders for approval by the CITY.
- j. Substantially Complete and Final Site Observation – The ENGINEER shall perform a site observation to determine if the PROJECT is substantially complete according to the plans and specifications prior to final payment for this construction phase.
- k. During construction of the PROJECT, the ENGINEER shall confer with the CITY'S Project Officer to report PROJECT status. A written progress report shall be submitted in such a way that it is suitable for use as a City Council information item. The written reports shall be submitted with contractor payment requests and as requested by the CITY'S Project Officer.
- l. If the Contractor exceeds the estimated working days in completing construction of the PROJECT, or if change orders or PROJECT additions require additional working days, the ENGINEER will be compensated for administration, observation, and staking services based on established hourly rates and fixed expenses outlined in the Engineer's Standard Fee Schedule in Exhibit C of the Agreement.



- m. Final Acceptance – It is understood the CITY will accept any portion of the PROJECT only after recommendation by the ENGINEER. Final acceptance of the PROJECT by the CITY shall not be deemed to release the contractor from responsibility for insuring the work is done in a good and workmanlike manner, free of defects in materials and workmanship nor the ENGINEER for his liability of design

## 2. CONSTRUCTION STAKING

The ENGINEER shall be responsible for providing all construction stakes for the PROJECT. The construction documents shall contain a provision that the ENGINEER shall provide one set of stakes for each construction operation. Any staking that is destroyed due to construction that has to be replaced, will be at the Contractor's expense.

- a. Construction staking for the public improvements includes the water main connection to the existing 12-inch water main near the base of the Ash Water Tower, the water main connection to the existing 16-inch water main near the southwest corner of S Ankeny Boulevard and SW Magazine Road, and the proposed water main as shown on the Drawings all being approximately 6,700 lineal feet of water main.

## 3. CONSTRUCTION OBSERVATION

The ENGINEER shall provide one or more Resident Engineer(s) or Resident Construction Observer(s) for the PROJECT as required during the construction phases. If the Contractor requests a waiver of any provisions of the plans and specifications, the ENGINEER shall make a recommendation on the request to the CITY for their determination. No waiver shall be granted if such waiver would serve to reduce the quality of the final product. The CITY shall never be deemed to have authorized the ENGINEER to consent to the use of defective workmanship or materials. The Resident Engineer or Resident Construction Observer shall give guidance to the PROJECT during the construction periods, including the following:

- a. Checking of lines and grades required during construction.
- b. Observation of the work for general compliance with plans and specifications. Observation does not include observation or administration of the Storm Water Pollution Prevention Plan (SWPPP), if any is required for the site, which is the responsibility of the CITY and the Contractor.

- c. Keep a record or log of the Contractor's activities throughout construction, including notation on the nature and cost of any extra work or changes ordered during construction.
- d. Resident services provide the CITY with representation at the job site during the construction of the PROJECT, which results in increasing the probability that the PROJECT will be constructed in substantial compliance with the plans and specifications, and Contract Documents. However, such resident services do not guarantee the Contractor's performance. Resident services do not include responsibility for construction means, controls, techniques, sequences, procedures, or safety.
- e. The ENGINEER shall coordinate the acceptance testing and monitoring according to the plans, specifications, and CITY requirements. Field moisture and density tests by a private testing laboratory and deliveries to the laboratory shall be completed by the Contractor as part of the PROJECT construction.

#### 4. RECORD DRAWINGS

The ENGINEER shall furnish reproducible record documents for the PROJECT according to CITY requirements. The reproducible record documents shall include one half-size (11x17) paper set of the post-construction record drawings and one half-size PDF set of the post-construction record drawings. Such record drawings may contain a waiver of liability phrase in regard to unknown changes made by the Contractor without CITY / ENGINEER approval.

**EXHIBIT A – SCOPE OF SERVICES, ARTICLE IV. COMPENSATION AND TERMS OF PAYMENT**, shall be amended as follows:

#### B. CONSTRUCTION SERVICES

As set forth in Exhibit A – Scope of Services, Article I, the engineering fee shall be on the basis of a maximum fixed fee on hourly rates and fixed expenses as outlined in the Engineer's Standard Fee Schedule. Total fees of services shall not exceed the following amounts without approval of the CITY.

	<u>Amount</u>
1. Construction Administration	\$ 38,600
2. Construction Staking	\$ 8,000
3. Construction Observation	\$106,600
4. Record Drawings	<u>\$ 3,600</u>
TOTAL	\$156,800

Anytime the ENGINEER anticipates the actual engineering costs will exceed estimated engineering costs, the ENGINEER shall immediately notify the CITY, in writing, of such proposed increase and the reasons therefore. The CITY shall thereupon review such proposed increase and either accept or reject same.

All other terms of this Agreement shall remain unchanged and unaffected by this Amendment. IN WITNESS WHEREOF, the parties hereto have executed this CONTRACT as of this 5<sup>th</sup> day of March, 2018.

ATTEST:

CITY OF ANKENY, POLK COUNTY, IOWA

\_\_\_\_\_  
City Clerk, City of Ankeny

By \_\_\_\_\_  
Gary Lorenz, Mayor

ATTEST:

SNYDER & ASSOCIATES, INC.

\_\_\_\_\_

By  \_\_\_\_\_