

**AMENDMENT NO. 1  
TO THE PROFESSIONAL ENGINEERING SERVICES  
SE East Lawn Area Utility Improvements – Phase 2**

This Amendment entered into this 15<sup>th</sup> day of April, 2019 to the Professional Services Agreement dated June 18, 2018, 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 Construction Services for the SE East Lawn Area Utility Improvements – Phase 2 project.

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**

Add Section C to the original Agreement with the following Section C:

**C. Construction Services.**

**1. Task 7 – Preconstruction Meeting**

- a. Prior to the contractor beginning work, the CONSULTANT shall conduct a preconstruction meeting to be attended by the OWNER, Consultant, Contractors, Subcontractors, and other affected entities. The Consultant shall attend one preconstruction meeting on behalf of the OWNER.

**2. Task 8 – Limited Construction Administration**

- 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, meetings, and correspondence.
- 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 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 based on Record Drawings and information provided by the OWNER.

3. Task 9 – Construction Staking

- 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 10 – Record Drawings

- a. The CONSULTANT shall furnish final reproducible record drawings based on information supplied by the Contractor and/or OWNER as well as as-built survey of accessible utilities by the CONSULTANT. 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 letting. CONSTRUCTION SERVICES as outlined in Article III(C) shall be completed based on a planned six-day work week with 120 working days anticipated to commence on or before May 20, 2019. If changes are made to this schedule, the CONSULTANT shall submit changes to the OWNER for approval.

**V. FEES AND PAYMENTS**

Replace Section A, 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 \$ 97,710 (ninety-seven thousand, seven hundred ten dollars). Refer to Amended Exhibit D for Staff hour/Fee Estimate breakdown.

• Original Design Contract (NTE)	\$ 75,936
• Amendment #1 – Construction Services (NTE)	<u>21,774</u>
	\$ 97,710

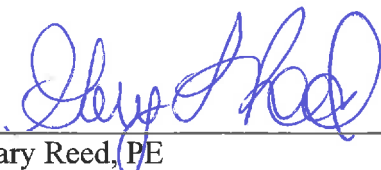
This Contract Amendment expresses the entire agreement between the parties, and no representations, promises, or warranties have been made by either of the parties that are not fully expressed herein.

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

\_\_\_\_\_  
Mayor

CONSULTANT  
CIVIL DESIGN ADVANTAGE

  
\_\_\_\_\_  
Gary Reed, PE  
President

ATTEST:

\_\_\_\_\_

## SE East Lawn Area Utility Improvements - Phase 2

Principal	Project Manager	Project Engineer	Design Technician	Quality Control	Construction Observer	Survey Field Crew	Clerical	Subconsultant Fee	Total Fee	
8	120	200	180	40					\$58,396	
	16	24							\$4,480	
	16	24							\$4,480	
	4	4							\$928	
	16	16					24	\$500	\$5,508	
	4	4					4		\$1,144	
									Design Phase Expenses	\$1,000
									Design Phase Total	\$75,936
	2	3	3							\$696
		20	10							\$4,004
4		4				80			\$13,328	
3		5	6			8			\$2,746	
									Construction Phase Expenses	\$1,000
									Amendment #1 Total	\$21,774
									<b>Maximum Not-to-Exceed</b>	<b>\$97,710</b>