

## **PROFESSIONAL SERVICES AGREEMENT**

**ATTN:** Don Clark  
**CLIENT:** City of Ankeny, IA  
220 West First Street  
Ankeny, IA 50023

**PROJECT:** Ankeny - SW Irvinedale Drive Transmission Main - Phase 1

**PROJECT LOCATION:** Ankeny, IA

**ORIGINAL AGREEMENT DATE:** July 26, 2018

**AMENDMENT NO.:** 1

**AMENDMENT DATE:** May 13, 2019

City of Ankeny, IA and Shive-Hattery, Inc. (S-H) agree to amend the Original Agreement as follows:

### **PROJECT DESCRIPTION**

The Project Description is added/deleted or revised as follows:

This Amendment adds the construction phase services for the project.

### **SCOPE OF SERVICES**

The following services for the project are added as follows:

1. Construction Administration & Observation
  - A. Schedule and facilitate a preconstruction meeting to communicate schedule and the administrative details of the project.
  - B. Prepare Notice to Proceed.
  - C. Review and approve shop drawings, material submittals and samples.
  - D. Make visits to the project site at appropriate stages of construction and for appropriate periods of time as needed for the work being completed to observe the Contractor's workmanship and materials to review compliance with the plans and specifications. Construction observation fees are based on an estimated 20 week construction period with additional time before and after for administration, preconstruction meeting, submittals review, and record drawing completion. Approximate observation hours for each task during construction have been discussed with City staff during the preparation of this amendment.
  - E. Observe and review results of required laboratory testing for trench compaction tests and water main disinfection testing during construction.
  - F. Perform concrete air and slump testing and prepare concrete cylinders as required for the paving work. Concrete cylinders and subgrade moisture and density tests will be performed as per the required laboratory testing methods stated in the specifications. Moisture & Density and cylinder testing will be performed by a City approved subconsultant of Shive-Hattery.
  - G. Obtain GPS locations for as-built conditions on fittings, tees, and valves during construction. It is anticipated these locations will be obtained during normal construction observation hours and information collected will be included in the record drawing CADD files.

- H. Review Contractor's payment applications and provide recommendation to Owner for payment.
- I. Assist City in negotiating and preparing Change Orders (if necessary).
- J. Facilitate and participate in periodic construction progress meetings.
- K. Perform substantial and final review of construction improvements with City representative and Contractor Superintendent. Prepare punch list, as needed.
- L. Review final payment application and provide recommendation for final acceptance.

2. Construction Staking

- A. Construction staking of the project (requires 72 hours' notice).
  - 1) Mobilization/Control Network:
    - a) Establish horizontal and vertical control for layout and construction of improvements as detailed in plans. These control points remain the property of Shive-Hattery and any re-staking of such will be additional services.
  - 2) Removals and Temporary Easement Limit Stakes:
    - a) Provide staking necessary to mark limits for temporary easement and sawcut lines for removals as defined by plans.
      - 1. Provide marked lath to mark limits of temporary easement as define by plans.
      - 2. Provide marks painted on surface to mark sawcut lines for removals as defined by plans.
  - 3) Storm and Sanitary Sewer Stakes:
    - a) Provide staking necessary for construction of structures and pipes as shown on plans. Stakes provided one time only.
      - 1. Provide graded offset hub and lath for curb intake structures, offsets to centerline intake at back of curb with grades to invert elevation and top of curb.
      - 2. Provide graded offset hub and lath area intakes and manholes, offsets to centerline intakes and manholes with grades to invert and rim elevations.
      - 3. Provide graded offset hub and lath for pipes, offsets to centerline pipe with grades to invert pipe.
  - 4) Utility Stakes:
    - a) Provide staking necessary for construction of apparatuses and pipes as shown on plans. Stakes provided one time only.
      - 1. Provide graded offset hub and lath for hydrants, offsets to centerline hydrant with grades to finish surface.
      - 2. Provide graded offset hub and lath for fittings, offsets to centerline fittings with grades to finish surface
      - 3. Provide line stakes for waterline with lath only, marking angle points and tangent lines at 100 foot intervals. Provide grades at critical crossings.
  - 5) Sidewalk/Trail Stakes:
    - a) Provide staking necessary for sidewalks. Stakes provided one time only.
      - 1. Provide graded offset hub and lath on one side only for sidewalks/trails, offsets to edge of walk/trail with grades to finish surface at angle points, radius points, grade breaks, 25 foot intervals on tangent lines and lines of curvature, and intermediate points.
- B. All coordinate geometry and field control points prepared or established by the Surveyor pursuant to this Agreement are instruments of service in respect of the project, and Surveyor shall retain an ownership and property interest therein whether or not the project is completed. The proposal is based on a maximum of eight site visits to the site to complete the construction staking scope of services outlined above. Additional site visits required to compete the scope of services through no fault of Shive-Hattery will be

considered additional services.

3. Deliverables
  - A. Anticipated deliverables at the end of the construction phase services include the following:
    - 1) Record drawings noting any changes or modifications to the construction plans and identifying the GPS locations of all fittings, tees and valves.
    - 2) PDF's of all shop drawings, testing reports and/or material certifications received for the project.

### **CLIENT RESPONSIBILITIES**

It will be your responsibility to provide the following:

1. Identify a Project Representative with full authority to act on behalf of the Client with respect to this project. The Client Project Representative shall render decisions in a timely manner in order to avoid delays of Shive-Hattery's services.
2. Legal, accounting, and insurance counseling services or other consultants, excluding geotechnical, or vendors that may be necessary. The Client shall coordinate these services with those services provided by Shive-Hattery.
3. Provide to Shive-Hattery any available drawings, survey plats, testing data and reports related to the project, either hard copy or electronic media. Electronic media is preferred.
4. Unless specifically included in the Scope of Services to be provided by Shive-Hattery, the Client shall furnish tests, inspections, permits and reports required by law, regulation or code including but not limited to hazardous materials, structural, mechanical, chemical, air pollution and water pollution tests.
5. Shive-Hattery is not a municipal advisor as defined by the Dodd-Frank Act and as such does not offer municipal advisory services including advice regarding any municipal financial products or securities. Any advice or recommendations provided to the client is intended as architectural/engineering services and should not to be interpreted as advice regarding municipal financial products or services. The client understands they are responsible to retain the services of a registered municipal advisor for any advice it seeks regarding municipal financial products or securities.

### **6. SCHEDULE**

We will begin our services upon receipt of this Amendment executed by you which will serve as a notice to proceed. Construction Observation Services are expected to occur over a 20 week time period and conclude by October 2, 2019.

### **COMPENSATION**

The compensation for the scope of services included in this amendment are as follows:

Description	Fee	Fee Type	Reimbursable Expenses
Construction Administration & Observation	\$ 95,000	Hourly To A Max	Included
Construction Staking	\$ 10,000	Hourly To A Max	Included
<b>TOTAL</b>	<b>\$ 105,000</b>		<b>Included</b>

## AGREEMENT

When accepted by both parties, this Amendment will amend the Original Agreement and is subject to all other terms and conditions of the Original Agreement. Original, facsimile, electronic signatures or other electronic acceptance by the parties (and returned to Shive-Hattery) are deemed acceptable for binding the parties to the Amendment. The Client representative signing this Amendment warrants that he or she is authorized to enter into this Amendment on behalf of the Client.

Sincerely,

SHIVE-HATTERY, INC.



Jenifer J. Bates, PE  
jbates@shive-hattery.com

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### ***AMENDMENT ACCEPTED AND SERVICES AUTHORIZED TO PROCEED***

**CLIENT:** City of Ankeny, IA

**BY:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_  
(signature)

**PRINTED NAME:** \_\_\_\_\_ **DATE ACCEPTED:** \_\_\_\_\_