

**AMENDMENT NO. 1 TO THE
CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES**

**Deer Creek Trunk Sanitary Sewer Extension Design
North of East 1st Street to NE 18th Street
City of Ankeny, Iowa**

THIS Amendment is made and entered into this 18th day of February, 2019, to the Contract for Professional Engineering Services dated September 5th, 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 additional services for the Deer Creek Trunk Sanitary Sewer Extension Design.

NOW THEREFORE;

The parties hereto, for consideration hereinafter set forth, mutually agree to amend the Contract for Professional Engineering Services as follows:

III. SCOPE OF SERVICES, SECTION B, BASIC ENGINEERING SERVICES

Revise Section B of the original Contract as follows:

B. Basic Engineering Services

Design Phase Services:

1. Task 7 – Construction Drawing Preparation (Final Design)

The Consultant shall prepare construction drawings for approximately 4000 lineal feet (extended to the south side of the NE 18th Street corridor) of 30-inch sanitary trunk sewer main improvements. Preliminary plan sheet layout shall generally consist of the following:

Title Sheet (1)
Details and Typical Sections (2)
Tabulations of Project Quantities and General Notes (1)
Plan & Profile Sheets (6)
Survey Reference Information (1)

The Consultant shall prepare an "initial" Storm Water Pollution Prevention Plan (SWPPP) for the project, submit the Notice of Intent and General Permit #2 to the Iowa DNR. The City shall be responsible for implementation/monitoring. The Consultant shall

also prepare and submit the Iowa DNR sanitary sewer construction permit application on behalf of the City of Ankeny.

2. Task 8 – Permanent/Temporary Sanitary Sewer Easement Plat

The Consultant shall prepare one permanent sanitary sewer easement plat and one temporary construction easement plat for the final design portion of the project (approximately 4000 lineal feet). Easement plats shall be prepared using industry standard procedures and suitable for recording at the County courthouse. The Consultant understands the City will provide a “standard” permanent and temporary easement verbiage document to coincide with each plat document.

3. Task 13 – Temporary Access/Staging Easement Plat

The Consultant shall prepare one temporary access/staging easement plat to support the contractor’s ability to access/construct the project. Access/staging easement plat will be based on the agreed upon access route with the property owner. Easement plat shall be prepared using industry standard procedures and suitable for recording at the County courthouse, if desired. The Consultant understands the City will provide a “standard” temporary easement verbiage document to coincide with the plat document.

4. Task 14 – Preliminary Staking

The Consultant shall provide preliminary staking services to support the tree clearing and establishment of the access/staging limits for the project. Stakes will be established one time for the clearing limits (temporary easement width along the 4000 lineal feet sewer corridor) and access/staging limits for the project. It is understood that the specific staking for the construction of the sanitary sewer pipe itself is not included and may be included in a future contract amendment.

IV. TIME OF BEGINNING AND COMPLETION

Work under this contract to be performed by the Consultant for the Owner shall commence immediately upon execution of this Amendment by both the Consultant and the Owner. This fully executed Amendment will authorize the revised/additional Scope of Services in Section III. The intent of the Owner and the Consultant is to complete the final design in the winter of 2019, bid project during late winter/spring of 2019 and construct the project during 2019/2020

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 and Amendment, shall be a maximum not-to-exceed fee of \$ 135,600 (one hundred thirty-five thousand six hundred dollars). Refer to Exhibit F for Staff hour/Fee Estimate.

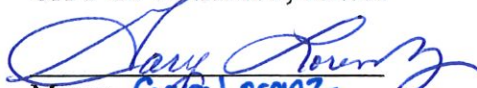
• Original Design Contract (Not-to-exceed)	\$104,692
• Amendment #1 (Phase 2 CD's, Plats, Staking)	<u>\$ 30,908</u>
Total Revised Contract Amount	\$135,600

The Contract (dated Sept. 5, 2017) and this 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.

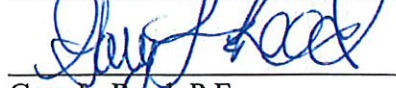
All other terms of the Contract dated Sept. 5, 2017 shall remain unchanged and unaffected by this Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their proper officials thereunto duly authorized as of the dates below indicated:

OWNER
CITY OF ANKENY, IOWA


Mayor Gary Lorenz

CONSULTANT
CIVIL DESIGN ADVANTAGE


Gary L. Reed, P.E.
President

ATTEST:

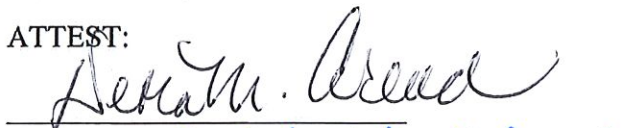

Interim City Clerk, Debra M. Arend

Exhibit "F"

Amendment No. 1 - Deer Creek Trunk Sewer Extension

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
<u>Design Phase Services</u>										
Task 7 - Construction Drawing Preparation (Final Design)		24	66	66	12					\$19,488
Task 8 - Permanent/Temporary Sanitary Sewer Easement Plat				28						\$3,024
Task 13 - Temporary Access/Staging Easement Plat				12						\$1,296
Task 14 - Preliminary Staking							40			\$6,600
								Design Phase Expenses		\$500
								Design Phase Total		\$30,908