

**AMENDMENT NO. 2 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 3rd day of JUNE, 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. This amendment is intended to cover construction related services.

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

Construction Phase Services:

Task 15 – Preconstruction Meeting

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 City.

Task 16 – Shop Drawing Review

The Consultant shall review shop drawings and other submissions of the contractor for general compliance to the construction contract.

Task 17 – Construction Staking/As-Built Drawings

The Consultant shall provide staking to support the construction of the improvements. Stakes shall be established in the field to identify the trunk sewer main alignment. The Consultant shall work with the prime contractor to provide stakes in a timely fashion. The Consultant shall also survey the constructed improvements upon completion and prepare as-built drawings for submittal to the City.

Task 18 – Construction Administration

The Consultant shall make periodic visits to the site to observe, as an experienced and qualified design professional, 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.

The Consultant shall prepare and make recommendations on change orders and claims of the Contractor for extra time and/or compensation. The Consultant shall also prepare and approve progress schedules, pay estimates, final quantities, and the final payment to the Contractor. The Consultant shall conduct an inspection to determine if the project is substantially complete, prepare a punch list of uncompleted items for the contractor, determine that the punch list items have been resolved and if final acceptance of the project can be recommended to the City along with approval for the final payment to the Contractor.

Task 19 – Construction Observation

The Consultant shall provide at least one part-time (60% level) observer at the construction site to (1) monitor the contractor's progress, and (2) determine if the results comply with the drawings and specifications. Any materials testing (density testing, etc.) shall be a requirement of the contractor. The Consultant shall review television and inspection reports for new sewer prior to submittal to City. The Consultant shall conduct bi-weekly (every other week) construction meetings to inform the City and other interested parties of the progress of the work (if required).

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 bid the project during 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 Amendments, shall be a maximum not-to-exceed fee of \$ 244,304 (two hundred forty-four thousand three hundred four 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) | \$ 30,908 |
| • Amendment #2 (Construction Phase Services) | <u>\$108,704</u> |
| Total Revised Contract Amount | \$244,304 |

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

ATTEST:

CONSULTANT
CIVIL DESIGN ADVANTAGE



Gary L. Reed, P.E.
President

Exhibit "F"

Amendment No. 2 - 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>Construction Phase Services</u> | | | | | | | | | | |
| Task 15 - Preconstruction Meeting | | 4 | | 4 | | | | | | \$1,168 |
| Task 16 - Shop Drawing Review | | 8 | | 32 | | | | | | \$5,216 |
| Task 17 - Construction Staking/As-Built Drawings | a | | | | | | 40 | | | \$6,600 |
| Task 18 - Construction Administration | b | 60 | | 100 | | | | | | \$22,320 |
| Task 19 - Construction Observation | b | | | | | 900 | | | | \$72,900 |
| | | | | | | | | Construction Phase Expenses | | \$500 |
| | | | | | | | | Construction Phase Total | | \$108,704 |

- Staking and as-builts for approximately 3800 lineal feet of trunk sewer main
- Based on 180 working days and 60% observation level.