

SUPPLEMENTAL AGREEMENT NO.1

This Agreement is made and entered into this 21st day of October, 2019, by and between the CITY OF ANKENY, IOWA, hereinafter referred to as “**Owner**,” and Kirkham Michael, & Associates, Inc. a CONSULTING ENGINEERING corporation, hereinafter referred to as “**Engineer**,” as follows:

PREAMBLE:

The parties hereto entered into an agreement dated the 4th day of February, 2019, for the **FINAL DESIGN – Westwinds Channel Flood Repair, Ankeny, Iowa**. Said contract shall hereinafter be referred to as the Base Agreement.

The Owner desires to have the Engineer perform additional resident engineering assignments in conjunction with construction of the channel flood repairs. The work to be performed is beyond the scope of the Base Agreement thereby constituting "extra work."

The Engineer is willing to provide said services.

AGREEMENT:

The parties, in consideration of these mutual promises contained herein, agree to the following:

2. SCOPE OF SERVICES

Upon authorization from the Owner, the Engineer will complete the following tasks during construction of the project. For budget purposes, it is assumed that the construction period will be 45 working days and that one staff member of the Engineer will be available part-time for the construction observation services on this project. On-site observation time will vary based on work items so an average of 6 hours per working day or 75% time is assumed for this supplemental agreement. This section includes providing field-testing of construction materials incorporated into the project and preparing written reports that document compliance or non-compliance of construction materials. All materials testing shall be provided by sub-consultant contracted with the Engineer.

Task 1: Pre-Construction Meeting

- 1.1 The Engineer will conduct a pre-construction meeting after award of construction contract for the Owner's contractor, subcontractors, utility companies, and other interested parties.

Task 2: Construction Staking

- 2.1 The Engineer will provide one-time construction staking of control points, benchmarks, alignment and grades. Additional staking that is required due to destruction of staking by the contractor will be billed to the Contractor at the Engineer's standard hourly rates.



Task 3: Construction Observation

- 3.1 The Engineer shall provide partial (75%) resident observation of the construction work by a staff member of the Engineer. The Engineer shall observe the performance of construction work and advise the Contractor and the Owner of non-complying work or materials incorporated into the project. The Engineer shall maintain a daily record of work completed, materials tickets & certifications, and test reports. On-site testing of concrete will be completed by the Engineer. All concrete laboratory testing and soil testing shall be provided by a sub-consultant contracted with the Engineer. The Engineer will participate in erosion control inspections with the Owner.

Task 4: Shop Drawings

- 4.1 The Engineer will review shop drawings, samples, and other data which the Contractor is required to submit, but only for conformance with design concept of the Project and conformance with the information given in the Contract Documents. The Engineer will evaluate and determine the acceptability of substitute materials and equipment proposed by the Contractor. The Engineer will have authority to require special inspection or testing of the work, and will receive and review all certificates of inspections, testing, and approvals required.

Task 5: Site Visits

In connection with observations of the Contractor's work while it is in progress:

- 5.1 The engineer of record shall make visits to the site at intervals appropriate to the various stages of construction as the Engineer deems necessary (estimated to be one site visit per month minimum, with up to weekly visits during peak construction activity periods) in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of the Contractor's work. Based on information obtained during such visits and on such observations, the engineer of record shall determine, in general, if such work is proceeding in accordance with the Contract Documents, and the Engineer shall keep the Owner informed of the progress of the work.
- 5.2 The purpose of the engineer of record's visits to the site will be to enable the Engineer to better carry out his duties and responsibilities during the construction phase and, in addition, by exercise of the engineer of record's efforts as an experienced and qualified design professional, to provide for the Owner a greater degree of confidence that the completed work of the Contractor will conform to the Contract Documents, and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by the Contractor.
- 5.3 The engineer of record shall not during such visits supervise, direct, or have control over the Contractor's work, nor shall the engineer of record have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor for safety precautions and programs incident to the work or for any failure of the Contractor to comply with laws, rules, regulations, ordinances, codes, or orders applicable to the Contractor furnishing and performing his work.



- 5.4 During such visits, the engineer of record may disapprove of or reject the Contractor's work while it is in progress if the engineer of record believes that such work will not produce a completed Project that conforms to the Contract Documents, or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.

Task 6: Partial Pay Estimates

- 6.1 The Engineer shall determine the amounts owing to the Contractor and recommend, in writing, payments to the Contractor in such amounts. The Engineer will prepare progress payment requests in a form supplied by the Owner. Such recommendations of payment will constitute a representation to the Owner based on such observations and review that the work has progressed to the point indicated, and that, to the best of the Engineer's knowledge, information, and belief, quality of work is in accordance with the Contract Documents. In the case of unit price work, the Engineer's recommendation of payment will include final determination of quantities and classification of such work.

Task 7: Change Orders

- 7.1 The Engineer shall issue necessary interpretations and clarifications of the Contract Documents and in connection therewith, prepare change orders as required.

Task 8: Final Inspections and Project Close-Out

- 8.1 The Engineer shall conduct an inspection in the company of the Owner to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable. The Engineer may recommend, in writing, final payment to the Contractor and may give written notice to the Owner and the Contractor that the work is acceptable. This task will also include assembling final project documentation, certifications, and attendance at the project audits.

Task 9: Audits / Final Closeout / Record Drawings

- 9.1 Engineer will update notes, complete an as-built survey as necessary to provide accurate record drawings, and other materials documenting the project construction, and provide materials as required by the Owner, as final records of the work. Engineer will work with the Owner to resolve items in question or dispute in order to document satisfactory completion of the project. Record Drawings will be provided to the owner in accordance with the City of Ankeny Post-Construction Submittals for CIP Projects, and include CAD file in AutoCAD format, one (1) half-size (11x17) paper copy, and one (1) half-size (11x17) PDF set.

3. SCHEDULE

The schedule for Tasks 1-7 of this Supplemental Agreement will be concurrent with the awarded contractor's schedule. The contract for construction of this project has designated 45 Working Days. Tasks 8 & 9 of this Supplemental Agreement will be completed within 60 days of final completion of construction on the project.



4. COMPENSATION

- A. For full and complete compensation for work, materials, and services furnished for the Scope of Services in this Supplemental Agreement No. 1, the Engineer shall be paid for direct time charged to the Project at Standard Hourly Rates for each employee Classification plus reimbursable expenses and sub-consultant expenses up to a limit of : \$40,180.00. A detailed estimate and fee is included as Exhibit A to this agreement.
- B. The Standard Hourly Rates are included as part of the Base Agreement and shall apply for the work completed under this Supplemental Agreement. These hourly rates include salary, additives, overhead and profit.
- C. The scope of services for the base agreement was completed with \$10,102.10 remaining. The total maximum contract amount is hereby increased by an amount of \$30,077.90 from \$39,915.00 to \$69,992.90, which shall not be exceeded without written authorization from the Owner.

Except as specifically amended by this Supplemental Agreement No. 1, all the terms and conditions of the Base Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or agents on the day and year first above written.

Attachment: Exhibit A – Fee Estimate – Supplemental Agreement #1

ENGINEER:
KIRKHAM, MICHAEL & ASSOCIATES, INC.
Federal ID #470365085

OWNER:
CITY OF ANKENY, IOWA

BY: _____
Greg D. Cabalka, P.E., Vice President

BY: _____

Date: _____

Date: _____

Project Staff Hour Estimate and Engineering Budget - KIRKHAM MICHAEL													EXHIBIT A		
Westwinds Channel Flood Repairs CE - Supplemental #1															
City of Ankeny															
Ankeny, Iowa															
KM Project Number: 1809611															
Date 22-Aug-19															
Task	Description	Principal / Ops Manager	Senior Transp. Engineer	Associate Engineer	Design Technician	Survey Crew Chief	Senior Project Surveyor	Assistant Construction Observer	Construction Manager	Registered Land Surveyor	Admin / Clerical	Subtotals KM Labor	KM Direct Expenses	Allendar Butzke Engineers	Sub 2
		\$190.00	\$175.00	\$130.00	\$85.00	\$95.00	\$130.00	\$80.00	\$115.00	\$195.00	\$80.00		\$1.00	\$1.00	\$1.00
	SECTION C - Construction Engineering												\$750	\$2,500	\$0
1	Pre-Construction Meeting	2		4							2	\$1,060.00	0	0	0
2	Construction Staking					16	4					\$2,040.00	250	0	0
3	Construction Observation	4						270	24			\$25,120.00	500	2500	0
4	Shop Drawings			8								\$1,040.00	0	0	0
5	Site Visits	2		16								\$2,460.00	0	0	0
6	Partial Pay Estimates	2		8								\$1,420.00	0	0	0
7	Change Orders	2		4								\$900.00	0	0	0
8	Final Inspections and Project Closeout	2		2				2			2	\$960.00	0	0	0
9	Audits / Final Closeout / Record Drawings	2		4	8	2		2				\$1,930.00	0	0	0
		\$3,040	\$0	\$5,980	\$680	\$1,710	\$520	\$21,920	\$2,760	\$0	\$320	\$36,930			
	TOTAL HOURS	16	-	46	8	18	4	274	24	-	4				
	TOTAL LABOR	\$3,040	\$0	\$5,980	\$680	\$1,710	\$520	\$21,920	\$2,760	\$0	\$320	\$36,930	\$750	\$2,500	\$0
												\$36,930			
												\$36,930			
												\$750			
												\$2,500			
												\$40,180			
												Supplemental Agreement #1 Fee			
												\$40,180			