

This is **EXHIBIT E**, consisting of 4 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated April 15, 2019.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 2

The Effective Date of this Amendment is: November 18, 2019.

Background Data

Effective Date of Owner-Engineer Agreement: **April 15, 2019**

Owner: **City of Ankeny, Iowa**

Engineer: **JEO Consulting Group, Inc.**

Project: **NW Irvinedale Drive Water Main Improvements**

Nature of Amendment:

- X Additional Services to be performed by Engineer
- X Modifications of payment to Engineer

Description of Modifications:

This Amendment is associated with the Construction Related Services of the NW Irvinedale Drive Water Main Improvements Project. These services include:

Exhibit A – Scope of Services, Section I, Project Description

Add the following subsection:

- E. The Engineer shall complete construction services, including construction administration, construction staking, resident project representation, monument preservation, and post-construction services for the Project.

Exhibit A – Scope of Service, Section XI, Construction Services

Add the following Section XI:

- X. **Construction Services**
- A. Construction Administration Services
- 1) The Engineer shall arrange and conduct a preconstruction meeting with the Owner and Contractor to review the project scope and intent, details of construction, contract requirements, and project schedule prior to construction.
 - 2) The Engineer shall review shop drawings and other applicable submissions from the Contractor for compliance with the construction contract.

- 3) The Engineer shall conduct on-site construction meetings with the Contractor. Up to 4 meetings.
 - 4) The Engineer shall prepare partial payment applications, change orders and make recommendations to the Owner for their acceptance.
- B. Construction Staking (requires 48-hour notice)
- 1) The Engineer shall provide all construction staking for the Project. The Construction documents state the Engineer shall provide one set of stakes for each construction operation. Any staking that is destroyed due to construction that must be replaced, will be at the Contractor's expense.
- C. Resident Project Representation
- 1) The Engineer will provide a Resident Project Representative to perform construction observation services for the Owner at the time and intervals appropriate to the stage of construction to observe the progress and quality of the work to determine if the results of the construction work are in general compliance with the Contract Documents. It is assumed the construction observation will be performed at part time, approximately 10 hours per week for three weeks, unless otherwise noted.
 - 2) The Engineer shall attend the preconstruction conference and subsequent on-site meetings during construction as necessary.
 - 3) The Engineer will review the Contractor's work for general compliance with the plans and specifications.
 - 4) The Engineer shall verify materials provided by the Contractor are in accordance with the plans and specifications.
 - 5) The Engineer shall observe traffic control operations to ensure general compliance with the Contract Documents.
 - 6) The Engineer shall prepare a weekly report of working days.
 - 7) The Engineer shall measure and keep a record of contract quantities for payment applications and observe and document testing required of the Contractor.
 - 8) The Engineer shall periodically observe all surface restoration.
- D. Monument Preservation
- 1) The Engineer 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 replacing 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.
- E. Post-Construction Services
- 1) The Engineer shall perform a project walkthrough and review the project to determine if it has been completed in substantial conformance with the plans, specifications, and other contract documents and recommend acceptance to the Owner.
 - 2) The Engineer shall assist the Owner in developing a final punch list and

- verify completion of items for acceptance.
- 3) The Engineer shall prepare the Certificate of Completion for the Project.
 - 4) The Engineer shall prepare and furnish as-built record drawings and XYZ data files of the Project in accordance with the Client's Post-Construction Submittal Requirements.

Exhibit A – Scope of Service, Section VI, Fee Schedule (Hourly Not to Exceed)

Amend the following Section VI of the original agreement with the following Section VI:

| <i>Item</i> | <i>Original Agreement</i> | <i>Amendment #1</i> | <i>Amendment #2</i> | <i>Total</i> |
|--|-------------------------------|-------------------------|-------------------------|--------------------|
| A. Topographic Survey and Data Collection | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| B. Preliminary Design Services | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| C. Final Design Services | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| D. Acquisition Plats, Legal Descriptions, & Exhibits | \$0.00 | \$2,000.00 | \$0.00 | \$2,000.00 |
| E. Bidding Phase Services | \$0.00 | \$3,000.00 | \$0.00 | \$3,000.00 |
| F. Construction Services | | | | |
| i. Construction Administration | \$0.00 | \$0.00 | \$3,200.00 | \$3,200.00 |
| ii. Construction Staking | \$0.00 | \$0.00 | \$1,300.00 | \$1,300.00 |
| iii. Resident Project Representative | \$0.00 | \$0.00 | \$4,200.00 | \$4,100.00 |
| iv. Monument Preservation | \$0.00 | \$0.00 | \$1,200.00 | \$1,200.00 |
| v. Post-Construction Services | \$0.00 | \$0.00 | \$2,100.00 | \$2,100.00 |
| Total | \$0.00 | \$5,000.00 | \$11,900.00 | \$16,900.00 |

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit A, Exhibit B, Exhibit C, and Exhibit D.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

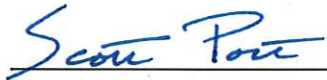
OWNER: City of Ankeny, Iowa

ENGINEER: JEO Consulting Group, Inc.

By: _____
Print
name: Gary Lorenz

Title: Mayor

Date Signed: _____

By: 
Print
name: Scott Port, PE

Title: Project Manager

Date Signed: November 11, 2019