

AMENDMENT NO. 1 TO THE AGREEMENT FOR ENGINEERING SERVICES



McCLURE™

McCLURE ENGINEERING COMPANY

Project Name: SW State Street Reconstruction – Southbound Lanes

Project Number: 2022000919-000

Project Manager: Scott Port, P.E.

This Amendment is made this 6th day of March, 2023 and shall amend the Agreement dated the 18th day of July, 2022, by and between *McClure Engineering Company*, of Clive, Iowa (herein referred to as "ENGINEER") and the City of Ankeny, Iowa (hereinafter referred to as "OWNER"), for the Project described as:

SW State Street Reconstruction – Southbound Lanes

1. This Amendment is associated with additional Basic Services and Construction Services of the SW State Street Reconstruction – Southbound Lanes project.
2. This Amendment authorizes the ENGINEER and establishes fees for the phases stated herein. The Project Scope and Fees are detailed in Exhibit 'A'.
3. The increased amount of the ENGINEER's compensation is \$47,450. The contract type is Time and Expense (NTE).

Attached Exhibits	Included	Not Included
Exhibit 'A' Detailed Scope of Work and Fee Schedule	<input checked="" type="checkbox"/>	<input type="checkbox"/>

SPECIAL INSTRUCTIONS:

IN WITNESS WHEREOF, the parties hereto have made and executed this **AMENDMENT** as of the day and year first above written.

OWNER: City of Ankeny, Iowa

By: _____
Mark E. Holm

Title: _____
Mayor

Attest: _____
Michelle Yuska

Title: _____
City Clerk

ENGINEER: McClure Engineering Company

Signed: Scott Port
Scott Port, P.E.

Title: _____
Team Leader

Exhibit A - Detailed Scope of Work Ankeny SW State Street Reconstruction – Southbound Lanes Amendment #1

EXHIBIT C – SECTION 1. PROJECT DESCRIPTION

Add the following language to the following subsection:

- A) The PROJECT includes the reconstruction of pavement patches in the southbound and northbound lanes of the intersection of SW State Street and SW Ordinance Road, as marked out in the field by the OWNER.

Modify the following subsection:

- C) Staging and temporary traffic control will be implemented so that northbound traffic on SW State Street is maintained at all times. Southbound traffic will be closed and detoured for the entirety of the PROJECT. Access to adjacent businesses and residents will be maintained at all times. A temporary access from SW 3rd Street will be constructed to the 210 SW State Street apartment complex.
- D) The PROJECT includes ADA compliant sidewalk ramps across the north leg of SW State Street at the SW Ordinance Road intersection.
- F) The PROJECT includes the removal of two (2) water main valves and the installation of one (1) water main valve north of the SW 3rd Street and SW State Street intersection on the west side of SW State Street.
- I) This PROJECT includes the removal of the handhole and sleeving the existing fiber in the raised median at the south leg of SW State Street and SW Ordinance Road. Additionally, it includes the installation of two (2) pedestrian push buttons at the SW State Street and SW Ordinance Road intersection.

Add the following subsection:

- M) The PROJECT includes the relocation of the existing City-owned electrical cable and conduit along SW State Street from approximately 350-feet south of SW 3rd Street to approximately 400-feet north of SW 3rd Street.
- N) The ENGINEER shall complete construction services, including limited construction administration, construction staking, monument preservation, and project closeout of the PROJECT.

EXHIBIT C – SECTION II, BASIC SERVICES

Add the following subsection:

- E) Phase 500 – Final Design
- 1) Task 501 – Final Design and Plans
- (q) Additional Design Services
- (i) The ENGINEER designed the relocation of the City-owned electrical lighting cable and conduit due to conflicts with the proposed subdrain and grading cut. Detailed N-Sheets were added to the plan set to show the relocation design. Opinion of Construction Costs and Estimate Reference Notes were provided for the electrical relocation. One (1) meeting with the City of Ankeny Traffic Engineering Division staff and correspondences with the City of Ankeny Traffic Engineering Division staff are included.
- (ii) The ENGINEER designed ADA compliant sidewalk ramps across SW State Street at the north leg of the SW Ordinance Road intersection at the request of the OWNER. S-sheets were added to the plan set that included the detailed design of the slopes and elevations of the sidewalk ramps.
- (iii) The ENGINEER designed two (2) pedestrian push buttons at the SW State Street and SW Ordinance Road intersection at the request of the OWNER. Detailed notes and callouts were added to the N-sheet. Opinion of Construction Costs and Estimate Reference Notes were

provided for the pedestrian push buttons. Correspondences with the City of Ankeny Traffic Engineering Division staff are included.

- (iv) The ENGINEER designed water main valve removal and relocation due to conflicts with the pavement widening. Opinion of Construction Costs and Estimate Reference Notes were provided for the water main improvements.
- (v) The ENGINEER designed PCC pavement patching areas beyond the scope of the original agreement at the SW Ordinance Road and SW State Street intersection. This work included additional jointing, geometrics, and staging design.
- (vi) The ENGINEER re-designed the staging and traffic control to accommodate shutdown of the southbound lanes during construction. Per the original agreement, the traffic control plan was to maintain northbound and southbound traffic at all times, but after the 60% design submittal the City chose to change the staging sheets to shutdown southbound lanes during construction.
- (vii) The ENGINEER designed a traffic control alternative for the John Deere entrance that demonstrated how it would be possible to maintain access to the John Deere entrance at all times during construction. The ENGINEER created an exhibit that was utilized in a meeting with the John Deere property. Additionally, the ENGINEER attended one (1) in-person meeting with the City and John Deere to discuss access during construction.
- (viii) Utility Coordination
 - (a) The ENGINEER reviewed one (1) utility relocation plan (original agreement scoped no utility relocations) that were provided by the franchise utilities. Additionally, the Engineer held two (2) additional one-on-one meetings with individual utilities and coordinated and analyzed pothole locations performed by the franchise utilities.
 - (b) The ENGINEER analyzed potholes from one (1) utility company and revised the plan drawings to avoid conflicts with the utility. The ENGINEER revised four (4) plan sheets in order to show the revised design. Coordination and correspondences with the City of Ankeny Engineering staff are included.

F) Phase 600 – Construction Administration

Add the following subsection:

1) Task 601 – Construction Administration

- (a) Following the OWNER's award of the SW State Street Reconstruction – Southbound Lanes project contract to the Contractor, the ENGINEER shall proceed with Limited Construction Services.
- (b) The ENGINEER shall prepare monthly invoices for construction services based on time and expense charges for the duration of the PROJECT which is expected to last up to six (6) months.
- (c) The ENGINEER shall arrange and conduct one (1) preconstruction meeting with the OWNER, Contractor, subcontractors, and utility companies to review the project scope and intent, details of construction, contract requirements, utility conflicts, and project schedule prior to construction. The ENGINEER will provide meeting minutes.
- (d) The ENGINEER shall review shop drawings, material submittals, and other applicable submissions from the Contractor for compliance with the construction contract. The ENGINEER shall provide these comments for the OWNER'S review, prior to issuing comments back to the Contractor.
- (e) The ENGINEER shall answer design interpretation questions from the OWNER, Contractor, and utilities during project construction. For budgeting purposes, the ENGINEER has allotted \$5,000 of staff time for this effort. In the event the construction period exceeds the contract working days or unanticipated conditions require design interpretation questions more than \$5,000 of effort, the ENGINEER shall notify the OWNER as it approaches the limit and determine the additional effort to complete the PROJECT. The ENGINEER and OWNER shall work to develop a mutual resolution for the remaining effort.
- (f) The OWNER shall conduct on-site construction meetings with the Contractor. The ENGINEER is

not expected to attend these meetings.

- (g) The OWNER shall prepare payment applications and change orders. The OWNER shall be responsible for all normal construction observations, meetings, and correspondences.
- (h) The ENGINEER shall prepare the Certificate of Completion for the PROJECT utilizing the OWNER'S modified Certificate of Completion form.
- (i) Deliverables:
 - 1. Preconstruction Meeting Agenda and Minutes
 - 2. Monthly Invoices (6)
 - 3. Shop Drawing Reviews
 - 4. Certificate of Completion utilizing the OWNER'S modified form

H) Phase 700 – Survey Services

Add the following subsection:

1) Task 701 – Survey Services

(f) Additional Topographic Survey

(i) During design, additional topographic survey was requested as follows:

- (a) Storm sewer intake form grades and flow lines, including accessing John Deere's property to collect survey data on the culverts that were not part of the original "SW State Street Reconstruction – Northbound Lanes" project.
- (b) Interior of the SW State Street and SW Ordnance Road intersection, both northbound and southbound lanes, due to the requested increased patch limits in the intersection.

Add the following subsection:

2) Task 760 – Construction Staking

- (a) 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.
- (b) The ENGINEER will set control points as needed during construction.
- (c) The ENGINEER shall provide staking of:
 - (i) Storm sewer pipe, structure, subdrain cleanouts, and structure adjustments (SUDAS station location offsets with flow line and rim/form grade/inlet elevations).
 - (ii) Water main valves.
 - (iii) Pedestrian push button poles and handholes, including electrical handholes (center locations with offsets and elevations).
 - (iv) Roadway and turn lane pavement pave-throughs and intersection back of curb (paving hubs staked on 25' intervals in tangents and horizontal curves to a pre-determined height).
 - (v) Driveway pavement (paving hubs staked on 25' intervals and points of deflection, top of slab elevation).
 - (vi) ADA compliant sidewalk (ADA ramp curb drops, top of ramp and landing/turning space/level operating locations, single edge and corner offsets with elevations).
 - (vii) Electrical alignment relocation route.

3) Task 761 – Monument Preservation

- (c) Monument Preservation is not expected on the PROJECT. If Monument Preservation is later determined to be required, this will be completed at the fixed hourly rate and will be included via future Amendment or Agreement.

I) Phase 800 – Project Closeout

Modify the following subsection:

1) Task 801 – Project Closeout

- (a) The ENGINEER shall prepare and furnish as-built record drawings for the PROJECT, incorporating active construction information provided by the OWNER. Such record drawings may contain a waiver of liability phrase regarding unknown changes made by the Contractor without OWNER / ENGINEER approval.
- (b) The ENGINEER shall provide information in accordance with the OWNER's Pre-Construction and Post-Construction Submittal requirements for all Public and Private Projects (effective 07-01-2021). Features include:
 - (i) Water main fittings (bends, tees, crosses, reducers) and signal and fiber optic conduits – at the time of construction.
 - (ii) Storm sewer, subdrain, and water main above ground structure data.
 - (iii) Traffic signal poles, push button poles, cabinet, and handhole location data.
 - (iv) Fiber optic handholes and conduit location data.
 - (v) Newly installed street signs/posts.
- (c) Deliverables:
 - (i) As-Built Drawings
 - (ii) Information pertaining to the OWNER's Pre-Construction and Post-Construction Submittal requirements for all Public and Private Projects (effective 07-01-2021).

III) FEES:

Replace Article III as follows:

A) Basic Services:	Base Agreement	Amend. 1	Total
1) Phase 100 – Preliminary Planning and Reports	\$ 0	\$ 0	\$ 0
2) Phase 200 – Existing Conditions	\$ 0	\$ 0	\$ 0
3) Phase 300 – Funding	\$ 0	\$ 0	\$ 0
4) Phase 400 – Preliminary Design	\$ 34,800	\$ 0	\$ 34,800
5) Phase 500 – Final Design	\$ 43,100	\$ 18,550	\$ 61,650
6) Phase 600 – Construction Administration			
(a) Task 601 – Construction Administration	\$ 0	\$ 11,700	\$ 11,700
(b) Task 602 – Advertising, Bidding, and Contract Award	\$ 3,900	\$ 0	\$ 3,900
7) Phase 650 – Onsite Project Representative	\$ 0	\$ 0	\$ 0
8) Phase 700 – Survey Services			
(a) Task 701 - Survey Services (General)	\$ 3,600	\$ 1,600	\$ 5,200
(b) Task 712 – Acq. Plats and Legal Descriptions	\$ 0	\$ 0	\$ 0
(c) Task 760 – Construction Staking	\$ 0	\$ 12,100	\$ 12,100
9) Phase 800 – Project Closeout	\$ 0	\$ 3,500	\$ 3,500
10) Phase 850 – Project Management & Coordination	\$ 16,700	\$ 0	\$ 16,700
11) Phase 950 – Subconsultant and Reimbursable Fees	\$ 500	\$ 0	\$ 500
Not to Exceed Fee:	\$ 102,600	\$ 47,450	\$ 150,050

- Item in Bold are Construction Services Only = \$27,300

IV) TIMELINE:

Add the following subsection:

- C) The ENGINEER completed the Preliminary Design, Final Design, Advertising, Bidding, and Contractor Award, Survey Services, Project Management and Coordination in order to accommodate the January 10, 2023 bid letting. The Construction Administration, Construction Staking, and Project Closeout shall be completed following completion of all construction on a planned six (6) day work week within 85 working days anticipated to commence no earlier than June 5, 2023, and no later than June 12, 2023. If changes are made to this schedule, the ENGINEER shall submit changes to the OWNER for approval.

V) ADDITIONAL SERVICES NOT INCLUDED IN THIS AGREEMENT

Replace Article V as follows:

- A) Joint utility trench design.
- B) Septic system reconstruction plans.
- C) Environmental and/or Cultural Review and Assessment.
- D) Drainage Repot or Drainage Memorandum
- E) Irrigation (lawn sprinkler) restoration plans or specifications.
- F) Media correspondences and public outreach planning documents.
- G) Boundary retracement of existing lots to set missing monuments.
- H) Land purchase costs, closing costs associated with land acquisition, and costs associated with condemnation process.
- I) Appraisal fees and condemnation services.
- J) Testing of any suspect environmental material, including but not limited to asbestos, radon, lead based paint, air quality, or industrial waste.
- K) Grant Administration.
- L) Preparation of bidding or contract documents for alternate bid prices.
- M) Construction material testing services.
- N) Hazardous materials investigations and testing.
- O) Other permits not indicated within this scope.
- P) Any permit and publication fees associated with permit applications except as noted.
- Q) Project management and coordination tasks beyond that scheduled project completion period.
- R) Special meetings and meetings not outlined in the Scope of Services.
- S) Other services not specifically outlined in this Agreement.
- T) Coordination and meetings with property owners, local interest groups, or public.
- U) Costs associated with project delay or scope changes outside of the control of the ENGINEER.
- V) Design plan modifications requested by the OWNER or Contractor during construction.
- W) Regular on-site construction meetings with the Contractor.
- X) Preparation of Contractor pay applications and change orders.
- Y) Daily construction observation.