

**Amendment 1
to Agreement for Professional Services**

This Amendment 1 modifies the Agreement for Professional Services between City of Ankeny, Iowa ("Client"), and Short Elliott Hendrickson Inc. (SEH) ("Consultant"), dated February 7, 2022, for the project described below:

South Ankeny Boulevard Transmission Main: Construction Services

Client's Authorized Representative: Don Clark, Director of Municipal Utilities

Address: 1210 NW Prairie Ridge Drive
Ankeny, IA 50023

Telephone: 515.963.3529 **email:** dclark@ankenyiowa.gov

Project Manager: Katie Kinsey, P.E. (Lic. IA, KS, MN, MO, NE, SD, VA, WI)

Address: 5414 NW 88th Street, Ste 140
Johnston, IA 50131

Telephone: 515.957.2373 **email:** kkinsey@sehinc.com

I. MODIFICATIONS TO AGREEMENT FOR PROFESSIONAL SERVICES:

A. Change in Scope of Services:

1. Construction Administration Services:

- a. *Contract Administration:* Consult with Client and act as Client's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the Construction Contract shall not be modified, except as Engineer may otherwise agree in writing. All of Client's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Client in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.

If the Contractor exceeds the estimated working days in completing construction of the project, or if change orders or project additions require additional working days, Engineer will be compensated for administration, observations, and staking services based on established hourly rates and fixed expenses outlined in the Standard Hourly Rates.

- 1) *Inspections and Tests:* Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.
- 2) *Disagreements between Client and Contractor:* Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by Client or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to

Client or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

- 3) *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors.
 - 4) *Limitation of Responsibilities:* Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor or Supplier, or other individuals or entities performing or furnishing any of the Work, for safety or security at the Site, or for safety precautions and programs incident to Contractor's Work, during the Construction Phase or otherwise. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.
- b. *Pre-Construction Conference:* Arrange and conduct a Pre-Construction Conference to review the contract requirements, details of construction, utility conflicts, and work schedule prior to commencement of Work at the Site.
 - c. *Site Visits:* Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the on-site construction observer, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the on-site construction observer, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep Client informed of the progress of the Work. Site observation does not include observation or administration of the Storm Water Pollution Prevention Plan (SWPPP) which is the responsibility of the Client and the Contractor.
 - 1) Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish or perform the Work in accordance with the Contract Documents.
 - 2) *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work (a) is defective under the standards set forth in the Contract Documents, (b) will not produce a completed Project that conforms to the Contract Documents, or (c) will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
 - d. *Shop Drawings (Submittals) Review:* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
 - 1) Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.
 - 2) Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
 - e. *Change Orders/RFI's:* Recommend change orders and work change directives to Client, as appropriate, and prepare change orders and work change directives as required.
 - 1) Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be

consistent with the intent of and reasonably inferable from the Contract Documents. Subject to any limitations in the Contract Documents, Engineer may issue field orders authorizing minor variations in the Work from the requirements of the Contract Documents.

- f. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation, determine the amounts that Engineer recommends Contractor be paid. It will not be the responsibility of the Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Client free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Client and Contractor that might affect the amount that should be paid.
- g. *Construction Meetings:* Arrange and conduct weekly project meetings with representatives of the Client and the Contractor to discuss the progress of the project, work that will be completed in the following week, and to facilitate open communications between the Client, Engineer and Contractor.
- h. *Council Meetings:* Attend City Council Meetings as necessary during the construction phase to provide an update on the project's progress, present change orders and payment requests, and answer questions from the Council.
- i. *Project Close-out:* Provide assistance to the Client in closing out the project.
 - 1) *Contractor's Completion Documents:* Receive, review, and transmit to Client maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data, and transmit the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment.
 - 2) *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Client and Contractor, visit the Project to determine if *the* Work is substantially complete. If after considering any objections of Client, Engineer considers the Work substantially complete, Engineer shall deliver a certificate of Substantial Completion to Client and Contractor.
 - 3) *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice that the Work is acceptable to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.
- j. *Record Drawings:* This task consists of preparation of construction record drawings defining the actual location of improvements and fixtures. The Engineer shall prepare record drawings showing those changes made during construction, based on the marked-up drawings and other data furnished by the Contractor and the Resident Construction Observer. The Engineer shall provide the City with one (1) reproducible copy of the record drawings.
- k. *Deliverables:* Deliverables to the Client from the Engineer during the Construction Phase shall be as follows:
 - 1) Meeting minutes: One hard copy and one (1) electronic copy in .pdf format for each meeting held.
 - 2) Pay requests, change orders and other construction documents: One hard copy and one (1) electronic copy in .pdf format.
 - 3) Record Drawings: One hard copy and one (1) electronic copy in .pdf format. Drawings shall be in 11" x 17" size.

2. Construction Observation (RPR) Services – Part Time:

- a. *Office Preparation:* Complete necessary tasks in the office to prepare for providing on-site Resident Observation services.

- b. *Construction Observation:* Provide the services of an on-site construction observer (Resident Project Representative) at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the on-site construction observer are as set forth in the Standard Terms and Conditions of the Agreement between the Engineer and the Client. The furnishing of such on-site construction observer's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in the Agreement as set forth in Exhibit B.

- 1) Observation will be part-time as construction progresses. Full-time observation will be provided during critical construction work as directed by the Client.
- 2) Observation does not include observation or administration of the Storm Water Pollution Prevention Plan (SWPPP), if any is required for the site, which is the responsibility of the Client and the Contractor.
- 3) RPR shall collect location and elevation data for all installed fittings, valves, hydrants, as well as bore ends and any other locations deemed necessary by the Client. Data will be collected with GPS equipment and recorded in the proper coordinate system and datum. Information will be displayed on record drawings.

3. Construction Survey (Staking) Services:

- a. *Office Preparation:* Complete necessary tasks in the office to process data for use in providing construction survey services.
- b. *Construction Staking:* Provide construction survey (staking) of the improvements as necessary for Contractor to proceed with their work. Staking will be one-time only. Re-staking of improvements due to Contractor's failure to protect stakes or negligence shall be provided at the Contractor's expense.

B. Compensation for Additional Services – Standard Hourly Rate Not to Exceed Method of Payment

1. Client shall pay Consultant for Additional Services items A.1 through A.3 as described above, as set forth in Exhibit A-1, excluding Printing and Distribution of Bidding Documents as follows:

Total Not-to-Exceed fee of \$222,500.00, based on the Consultant's standard hourly rates and expenses. The anticipated breakdown of the Total Not-to-Exceed Fee for engineering services is as follows:

Construction Administration Services	\$37,600.00
Construction Observation Services	\$179,500.00
Construction Survey (Staking) Services	<u>\$5,500.00</u>
Total Not-to-Exceed Fee	\$222,600.00

- 1) Consultant may alter the distribution of compensation between individual phases noted above to be consistent with services actually rendered, but shall not exceed the total Not-to-Exceed fee amount unless approved in writing by the Client
- 2) An amount equal to the cumulative hours charged to the Project by each class of Consultant's personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Expenses and Consultant's Subconsultants' charges, if any.
- 3) Consultant's Expenses Schedule and Standard Hourly Rates are included in Attachments 1 and 2.

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City of Ankeny, Iowa

By: Katie Kinsey
Katie Kinsey, PE
(Lic. IA, KS, MN, MO, NE, SD, VA, WI)
Title: Project Manager

By: _____

Title: _____

Exhibit A-1
to Amendment 1 for Agreement for Professional Services
Between City of Ankeny, IA (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated March 6, 2023

Payments to Consultant for Services and Expenses
Using the Hourly Basis Option

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Hourly Basis Option

The Client and Consultant select the hourly basis for payment for services provided by Consultant. Consultant shall be compensated monthly. Monthly charges for services shall be based on Consultant's current billing rates for applicable employees plus charges for expenses and equipment.

Consultant will provide an estimate of the costs for services in this Agreement. It is agreed that after 90% of the estimated compensation has been earned and if it appears that completion of the services cannot be accomplished within the remaining 10% of the estimated compensation, Consultant will notify the Client and confer with representatives of the Client to determine the basis for completing the work.

Compensation to Consultant based on the rates is conditioned on completion of the work within the effective period of the rates. Should the time required to complete the work be extended beyond this period, the rates shall be appropriately adjusted.

B. Expenses

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client. Their costs are not included in the hourly charges made for services and shall be paid for as described in this Agreement but instead are reimbursable expenses required in addition to hourly charges for services:

1. Transportation and travel expenses.
2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets.
3. Lodging and meal expense connected with the Project.
4. Fees paid, in the name of the Client, for securing approval of authorities having jurisdiction over the Project.
5. Plots, Reports, plan and specification reproduction expenses.
6. Postage, handling and delivery.
7. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
8. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Client.
9. All taxes levied on professional services and on reimbursable expenses.
10. Other special expenses required in connection with the Project.
11. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses.

C. Equipment Utilization

The utilization of specialized equipment, including automation equipment, is recognized as benefiting the Client. The Client, therefore, agrees to pay the cost for the use of such specialized equipment on the project. Consultant invoices to the Client will contain detailed information regarding the use of specialized equipment on the project and charges will be based on the standard rates for the equipment published by Consultant.

The Client shall pay Consultant monthly for equipment utilization.

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Exhibit B
to Amendment 1 for Agreement for Professional Services
Between City of Ankeny, IA (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated March 6, 2023

**A Listing of the Duties, Responsibilities and
Limitations of Authority of the Resident Project Representative**

Through more extensive on site observations of the construction work in progress and field checks of materials and equipment by the Resident Project Representative (RPR), Consultant shall endeavor to provide further protection for Client against defects and deficiencies in the work of contractor (Work); but, the furnishing of such services will not make Consultant responsible for or give Consultant control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for contractor's failure to perform the Work in accordance with the Contract Documents. Contract Documents are the documents that govern or are pertinent to contractor's Work including but not limited to the agreement between Client and contractor, the contractor's bid, the bonds, specs, drawings, field orders, addenda, clarifications, interpretations, approved shop drawings and reports collectively called the Contract Documents. The duties and responsibilities of the RPR are further defined as follows:

A. General

RPR is an agent of Consultant at the site, will act as directed by and under the supervision of Consultant, and will confer with Consultant regarding RPR's actions. RPR's dealings in matters pertaining to the on site work shall in general be with Consultant and contractor keeping the Client advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of contractor. RPR shall generally communicate with Client with the knowledge of and under the direction of Consultant.

B. Duties and Responsibilities of RPR

1. Schedules: Review the progress schedule, schedule of shop drawing submittals and schedule of values prepared by Contractor and consult with Consultant concerning acceptability.
2. Conferences and Meetings: Attend meetings with contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
3. Liaison:
 - (a) Serve as Consultant's liaison with contractor, working principally through contractor's superintendent and assist in understanding the intent of the Contract Documents; and assist Consultant in serving as Client's liaison with contractor when contractor's operations affect Client's on-site operations.
 - (b) Assist in obtaining from Client additional information, when required for proper execution of the Work.
4. Shop Drawings and Samples*:
 - (a) Record date of receipt of shop drawings and samples.
 - (b) Receive samples furnished at the site by contractor, and notify Consultant of availability of samples.
 - (c) Advise Consultant and contractor of the commencement of any Work requiring a shop drawing or sample if the submittal has not been approved by Consultant.
5. Review of Work, Observations and Tests:
 - (a) Conduct on-site observations of the Work in progress to assist Consultant in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - (b) Report to Consultant whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Consultant of

- Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- (c) Determine if tests, equipment and systems start-ups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record and report to Consultant appropriate details relative to the test procedures and start-ups.
 - (d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to Consultant.
- 6. Interpretation of Contract Documents: Report to Consultant when clarification and interpretations of the Contract Documents are requested by contractor and transmit to contractor clarifications and interpretations as issued by Consultant.
 - 7. Modifications: Consider and evaluate contractor's suggestions for modifications in drawings or specifications and report with RPR's recommendations to Consultant. Transmit to contractor decisions as issued by Consultant.
 - 8. Records:
 - (a) Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original Contract Documents including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the construction contract, Consultant's clarifications and interpretations of the Contract Documents, progress reports, and other related documents.
 - (b) Keep a diary or log book, recording contractor hours on the job site, weather conditions, data relative to questions of change orders, or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Consultant.
 - (c) Record names, addresses and telephone numbers of all contractors, subcontractors and major suppliers of materials and equipment.
 - 9. Reports:
 - (a) Furnish Consultant periodic reports as required of progress of the Work and of contractor's compliance with the progress schedule and schedule of shop drawing and sample submittals.
 - (b) Consult with Consultant in advance of scheduled major tests, inspections or start of important phases of the Work.
 - (c) Draft proposed change orders and Work, obtaining backup material from contractor and recommend to Consultant change orders, and field orders.
 - (d) Report immediately to Consultant and Client upon the occurrence of any accident.
 - 10. Payment Requests: Review applications for payment with contractor for compliance with the established procedure for their submission and forward with recommendations to Consultant, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.
 - 11. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to Consultant for review and forwarding to Client prior to final payment for the Work.
 - 12. Completion:
 - (a) Before Consultant issues a certificate of substantial completion, submit to contractor a list of observed items requiring completion or correction.
 - (b) Conduct final inspection in the company of Consultant, Client, and contractor and prepare a final list of items to be completed or corrected.
 - (c) Observe that all items on final list have been completed or corrected and make recommendations to Consultant concerning acceptance.

C. Limitations of Authority

Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by Client.
2. Shall not exceed limitations of Consultant's authority as set forth in the Agreement for Professional Services.
3. Shall not undertake any of the responsibilities of contractor, subcontractors or contractor's superintendent.
4. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
5. Shall not accept shop drawing or sample submittals from anyone other than contractor.
6. Shall not authorize Client to occupy the Project in whole or in part.
7. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by Consultant.

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SEH Hourly Billable Rates – 2022

Classification – Office Staff	Billable Rate ⁽¹⁾
Principal	\$175 - \$295
Project Manager	\$145 - \$260
Senior Project Specialist	\$140 - \$240
Project Specialist	\$105 - \$190
Senior Professional Engineer I	\$120 - \$195
Senior Professional Engineer II	\$145 - \$245
Professional Engineer	\$110 - \$180
Graduate Engineer	\$90 - \$150
Senior Architect	\$130 - \$230
Architect	\$115 - \$165
Graduate Architect	\$90 - \$120
Senior Landscape Architect	\$120 - \$185
Landscape Architect	\$100 - \$135
Graduate Landscape Architect	\$90 - \$110
Senior Scientist	\$135 - \$185
Scientist	\$95 - \$150
Graduate Scientist	\$85 - \$115
Senior Planner	\$135 - \$230
Planner	\$105 - \$165
Graduate Planner	\$95 - \$130
Senior GIS Analyst	\$115 - \$190
GIS Analyst	\$105 - \$130
Project Design Leader	\$125 - \$200
Lead Technician	\$110 - \$185
Senior Technician	\$95 - \$150
Technician	\$65 - \$125
Graphic Designer	\$95 - \$160
Administrative Professional	\$55 - \$140

Classification – Field Staff	Billable Rate ⁽¹⁾
Professional Land Surveyor	\$115 - \$175
Lead Resident Project Representative	\$100 - \$170
Sr. Project Representative	\$95 - \$150
Project Representative	\$80 - \$135
Survey Crew Chief	\$90 - \$150
Survey Instrument Operator	\$60 - \$105

⁽¹⁾ The actual rate charged is dependent upon the hourly rate of the employee assigned to the project.

The rates shown are subject to change.

Effective: January 1, 2022
Expires: December 31, 2022



Building a Better World
for All of Us®

SHORT ELLIOTT HENDRICKSON INC.

ATTACHMENT 2

SEH SCHEDULE OF EXPENSES – 2022

Vehicle Mileage Rates

Current IRS Rate

Vehicle Allowance Costs

Resident Project Representative\$16.00/day

Survey and Field Vehicle \$4.50/hour + Current IRS Mileage Rate

Survey Equipment

Robotic Total Station\$30.00/hour

Global Positioning System (GPS).....\$30.00/hour

Computer Equipment

Computer Charges per Direct Hour of Labor \$3.00/hour

Other Equipment Expenses

SEH uses many different types of equipment, such as traffic counters; flow meters; air, water, and soil sampling kits; inspection cameras; density meters; and many others. Our equipment is frequently upgraded to utilize current technology. You will be charged for equipment usage per your agreement with SEH.

Rates are subject to change.

IDENTIFIABLE REPRODUCTION AND REPROGRAPHIC COSTS ^{(1) (2)}

Item	8½x11	11x17	Large Format	Per Item
Black/White Copy ⁽³⁾	0.07	0.24	0.95 + 0.50/sq. ft.	
Color Copy ⁽³⁾	0.46	1.02	0.95 + 2.55/sq. ft.	
Mylar			5.00	
CD Copy				3.00
Lamination	2.00	3.50	3.50/sq. ft.	
Laminated Foamcore				
- up to 30"x42"			40.00	
- larger than 40"x60"			75.00	
3-Ring Binder	size	2"	3"	4"
	cost	3.20	5.60	7.24
Machine Folding				0.02
Binding				
- wire				3.60
- comb				3.20
Covers				
- custom				0.15
- blank				0.03
Tabs (white)				0.20
Mailing/Processing				UPS or USPS rates

(1) prices include operator time

(2) prices denote single-sided printing

(3) standard stock, white paper used for pricing

Prices are subject to change and may not be accompanied by immediate notification.

