

PROFESSIONAL CONSULTING SERVICES AMENDMENT NO. 2

North Four Mile Creek Trunk Sewer

This **AMENDMENT**, made and entered into this 17th day of April, 2023, by and between the **CITY OF ANKENY, IOWA**, hereinafter referred to as the "City", and **FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC.**, hereinafter referred to as the "Consultant", for professional services in connection with the North Four Mile Creek Trunk Sewer hereby amends the original AGREEMENT dated March 7, 2022 as follows:

1. **SCOPE OF SERVICES**

Services provided under this AMENDMENT shall be as further described in Attachment 1, Scope of Services.

2. **SCHEDULE**

The schedule of the professional services to be performed shall conform to the Schedule set forth in Attachment 2. Any deviations from the Schedule shall be approved by the authorized City representative. The City agrees that the Consultant is not responsible for delays arising from a change in the scope of services, a change in the scale of the Project or delays resulting from causes not directly or indirectly related to the actions of the Consultant.

3. **COMPENSATION**

- 1) In consideration of the professional services provided herein, the City agrees to pay the Consultant the following fee, a maximum NOT-TO-EXCEED, including any authorized reimbursable expenses, pursuant to the Schedule of Fees set forth in Attachment 3.

I. <u>2023 Construction Period Services</u>	\$ 162,000.00
TOTAL	\$ 162,000.00


THIS AMENDMENT is subject to all provisions of the original AGREEMENT.

THIS AMENDMENT, together with the original AGREEMENT and AMENDMENT NO. 1, represents the entire and integrated AGREEMENT between the City and Consultant.

THIS AMENDMENT executed the day and year written above.

FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC

CITY OF ANKENY, IOWA

 Digitally signed by Andy S. Floy
Date: 2023.03.29 15:54:30-05'00'
BY: _____
Andy S. Floy, P.E.
Lead Civil Engineer

BY: _____
Mark E. Holm
Mayor

WITNESS

ATTEST

 Digitally signed by Patrick P. Kueter
DN: C=US, E=patrick.kueter@foth.com,
O=Foth Infrastructure and Environment, LLC*,
CN=Patrick P. Kueter
Date: 2023.03.29 16:11:28-05'00'
Patrick P. Kueter

Name: Patrick P. Kueter, P.E.
Title: Client Director

Name: Michelle Yuska
Title: City Clerk

Attachment No. 1

Scope of Services

I. 2023 CONSTRUCTION PERIOD SERVICES

The Consultant shall consult on a regular basis with the City to clarify and define the City's requirements for the Project and review available data. The City agrees to furnish to the Consultant full information with respect to the City's requirements, including any special or extraordinary considerations for the Project or special services needed, and also to make available pertinent existing data. The Consultant shall provide the following 2023 Construction Period Services:

A. CONSTRUCTION ADMINISTRATION

Construction administration services shall consist of office based services to assist the City in implementing the construction contract for this project. The work tasks to be performed by the Consultant shall include:

Task 1 - Pre-construction Meeting

The Consultant shall conduct a pre-construction meeting after award of construction contract for the City's Contractor, subcontractors, utility companies, and other interested parties.

Task 2 - Shop Drawings Submittal Reviews

The Consultant shall 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 Consultant shall evaluate and determine the acceptability of substitute materials and equipment proposed by the Contractor. The Consultant shall submit their comments to City staff for review and concurrence prior to submitting back to the Contractor. The Consultant shall have authority to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testing, and approvals required.

Task 3 – Engineer Site Visits

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

- a. The Consultant shall make visits to the site at intervals appropriate to the various stages of construction as the Consultant deems necessary (estimated to be two (2) site visits per month minimum, with up to one (1) weekly visit 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 Consultant shall determine, in general, if such work is proceeding in accordance with the Plans, and the Consultant shall keep the City informed of the progress of the work.
- b. The purpose of the Consultant's visits to the site will be to enable the Consultant to better carry out their duties and responsibilities during the construction phase and, in addition, by exercise of the Consultant's efforts as an experienced and qualified design professional, to provide for the City a greater degree of confidence that the completed work of the Contractor will conform to the Plans, and that the integrity of the design concept as reflected in the Plans has been implemented and preserved by the Contractor.
- c. The Consultant shall not during such visits supervise, direct, or have control over the Contractor's work, nor shall the Consultant 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 their work.
- d. During such visits, the Consultant may disapprove of or reject the Contractor's work while it is in progress if the Consultant believes that such work will not produce a completed Project that

conforms to the Plans, or that it will prejudice the integrity of the design concept of the Project as reflected in the Plans.

Task 4 – Progress Meetings

The Consultant shall conduct weekly progress meetings with the City, Contractor, and Utility Companies to review progress, update the project schedule, resolve conflicts, and determine any corrective actions if necessary. The Consultant shall assist the Contractor in communicating upcoming construction activities with the adjacent stakeholders and property owners. The Consultant will have two (2) representatives at each progress meeting, including the Resident Construction Observer.

Task 5 – Payment Applications and Change Order Preparation

The Consultant shall prepare contractor payment applications and issue necessary interpretations and clarifications of the Plans, and in connection therewith, prepare change orders as required. The City's standard formats will be used for payment applications and change orders.

Task 6 – Plan Changes

During construction, unknown circumstances may arise that may require modification to the original design. The Consultant will take into account field conditions and develop a formal plan change modifying the original design. The Consultant will submit plan changes to the City for approval and issue formal plan change to the Contractor for construction. The Consultant will incorporate plan changes into the final Record Documents for the project.

For estimating purposes, one (1) plan change is assumed as part of this project in 2023.

Task 7 - Record Drawings

This task consists of preparation of construction record drawings defining the actual location of improvements and fixtures completed in 2023. The Consultant shall prepare record drawings showing those changes made during 2023 construction, based on the marked-up drawings and other data furnished by the Contractor and the Resident Construction Observer.

Task 8 – Project Management

The project manager for the Consultant will be responsible for monthly progress reporting, minutes of meetings, interoffice memoranda, and invoicing. This task also includes scheduling of staff, coordinating with Sub-Consultants, review of progress, and senior review of deliverables.

The above Construction Administration Services is for the 2023 Calendar Year only and includes a maximum of 256 hours of effort. In the event the construction period exceeds the contract working day or unanticipated conditions require Construction Administration in excess of the estimated hours of effort, the Consultant shall notify the City as it approaches this limit and determine the additional effort to complete the project. The Consultant and City shall work to develop a mutual resolution for the remaining effort.

B. RESIDENT ENGINEERING/OBSERVATION

Upon written authorization to proceed by the City to the Consultant, the work to be performed under this phase of the Project shall include frequent resident observation of the construction work in addition to that included under A. Construction Administration. The Consultant shall determine the amounts owing to the Contractor and recommend, in writing, payments to the Contractor in such amounts. Such recommendations of payment will constitute a representation to the City, based on such observations and review that the work progressed to the point indicated, and that to the best of the Consultant's knowledge, information, and belief, quality of such work is generally in accordance with the Plans. In the case of unit-price work, the Consultant's recommendation of payment will include final determinations of the quantities and classifications of such work.

For budget purposes, it is assumed that construction will take 110 working days and will occur between March and October in 2023. It is estimated that one full-time (40 hours/week) staff member of the Consultant will be available for a duration of twenty-two (22) weeks.

The above Resident Engineering/Observation estimate includes a maximum of 1,034 hours of effort. In the event the Construction Period exceeds the contract working days or unanticipated conditions require Resident Engineering/Observation in excess of the estimated hours of effort for 2023 Construction, the Consultant shall notify the City as it approaches this limit and determine the additional effort to complete the project. The Consultant and City shall work to develop a mutual resolution for the remaining effort.

C. Construction Survey

Construction Survey shall only be completed upon written authorization to proceed by the City and consist of the following tasks to be performed by the Consultant:

Task 1 - Project Control

- a. Verify existing horizontal and vertical control as shown in the project plans and supplement with additional control points as-needed to complete the project.
- b. Reset land corners and permanent reference markers as indicated on the plans.
- c. Tie-ins with existing roadways shall be checked for correctness of alignment prior to construction staking.

Task 2 - Property Lines and Temporary Easement

Stake temporary easements, permanent right-of-way corners at 50-foot intervals, or less if needed. These points shall be marked by placement of a metal pin or wood hub, flat, and lath.

Task 3 - Grading – Task not used.

Task 4 - Sanitary Sewer

Mark locations and elevations of centerline pipes with metal pin or tack in a wood hub, flat, and lath. The flat shall be clearly marked with the station location, pipe number, cut/fill elevation to flow line and form grade, and offset distance to centerline of pipe. It is estimated that the project contains the following approximate quantities:

Task 5 - Water Mains – Task not used.

Task 6 - Intakes and Utility Accesses – Task not used.

Task 7 - Pavement (PCC) – Task not used.

Task 8 – Temporary Traffic Signals – Task not used.

The above Construction Survey tasks shall be a one time only staking with a 48-hour notice from the contractor.

Attachment No. 2

Schedule

The Consultant will complete the following phases of the Project in accordance with the schedule shown below. If unknown delays present themselves as the project proceeds through construction, the Consultant will work with the City to mutually adjust the schedule accordingly.

I. 2023 Construction Period Services

April 2023 to December 2023

Attachment No. 3 Standard Rate Table

FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC 2023 STANDARD HOURLY RATE SCHEDULE

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
Principal	\$240 - \$250
Project Manager	\$180 - \$240
Project Engineer	\$154 - \$240
Staff Engineer	\$127 - \$157
Planner	\$127 - \$207
Project Scientist	\$127 - \$167
Technician	\$85 - 175
Construction Manager	\$132 - \$182
Land Surveyor	\$145 - \$205
Project Administrator	\$82 - \$102
Administrative Assistant	\$62

REIMBURSABLE EXPENSES

1. All materials and supplies used in the performance of work on this project will be billed at cost.
2. Auto mileage will be reimbursed per the standard mileage reimbursement established by the Internal Revenue Service.
3. Charges for outside services such as soils and materials testing, fiscal, legal and all other direct expenses will be invoiced at cost.

ADJUSTMENTS TO FEE SCHEDULE

1. Fee schedule effective January 1, 2023. Rates subject to change annually on January 1.