

**CITY OF EARLY, IOWA AND BOLTON & MENK, INC.
AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES**

AGREEMENT: 2021 Water Treatment Facility Improvements

AMENDMENT NO: 1 – Construction Engineering Services

CLIENT: City of Early, Iowa

CONSULTANT: Bolton & Menk, Inc.

DATE OF THIS AMENDMENT: July 1, 2021

DATE OF AGREEMENT: February 4, 2020

Whereas, CLIENT and CONSULTANT entered into an Agreement for Professional Services (“Agreement”) as dated above; and CONSULTANT agrees to perform and complete the following Services for CLIENT in accordance with this Amendment and the terms and conditions of the Agreement. CLIENT and CONSULTANT agree as follows:

1.0 Scope of Services:

CONSULTANT shall perform the Services listed within the attached Exhibit I-1. All terms and conditions of the Agreement are incorporated by reference in this Amendment, except as explicitly modified in writing herein.

2.0 Fees:

CLIENT shall pay CONSULTANT in accordance with Section III of the Agreement and as follows.

TASK	DESCRIPTION	Total Cost
2	Construction Phase Services	\$342,000
TOTALS		\$342,000

Task 2 includes over 2,000 hours of technical and support staff time for contract administration, construction observation for an estimated 20 months of construction, shop drawing review, progress meetings, contractor & owner communication, and contract closeout. The above total is an estimate of construction costs - actual costs will be invoiced hourly in accordance with Section III.A.2 of the Agreement and the Schedule of fees shown in Item 6.0 of this Amendment.

3.0 Schedule:

The amended Schedule for performance of Services will be as follows, such that all services will be completed by September 30, 2023.

July – September 2021	• Preliminary Construction Administration
Summer 2021 – Spring 2023	• Construction
Prior to September 30, 2023	• Final project closeout

4.0 Deliverables

Deliverables will be as set forth within the attached Exhibit I-1.

5.0 Term

In the event that the amended Schedule for this Amendment extends beyond the term of the Agreement, either intentionally or unintentionally by Amendment Scope or by Amendment extension, then this Amendment shall operate to extend the Agreement through the completion of CONSULTANT'S obligations under this Amendment or until a new Agreement is executed incorporating this Amendment.

6.0 Other Matters

The Schedule of Fees provided within Section III.A.2 of the Agreement shall be replaced with the following:

Employee Classification	Hourly Billing Rates
Senior Principal	\$230-290/Hour
Principal Engineer/Surveyor/Planner/GIS/Landscape Architect	\$150-225
Senior Engineer/Surveyor/Planner/GIS/Landscape Architect	\$130-220
Project Manager (Inc. Survey, GIS, Landscape Architect)	\$130-215
Project Engineer/Surveyor/Planner/Landscape Architect	\$70-185
Design Engineer/Landscape Designer/Graduate Engineer/Surveyor	\$90-190
Specialist (Nat. Resources; GIS; Traffic; Graphics; Other)	\$70-175
Senior Technician (Inc. Construction, GIS, Survey ¹)	\$90-180
Technician (Inc. Construction, GIS, Survey ¹)	\$65-160
Administrative/Corporate Specialists	\$60-140
Structural/Electrical/Mechanical/Architect	\$120-175
GPS/Robotic Survey Equipment	NO CHARGE
CAD/Computer Usage	NO CHARGE
Routine Office Supplies	NO CHARGE
Routine Photo Copying/Reproduction	NO CHARGE
Field Supplies/Survey Stakes & Equipment	NO CHARGE
Mileage	NO CHARGE

7.0 Project Managers

Project managers and contact information for the CLIENT and CONSULTANT for this Amendment are as follows:

CITY OF EARLY, IOWA
Kris Alesch
107 N Main Street
Early, Iowa 50535
Office Phone: 712-273-5283
Email: cityofearlywater@gmail.com

BOLTON & MENK, INC.
Kathryn Sterk, P.E.
1519 Baltimore Drive
Ames, Iowa 50010
Office Phone: 515-233-6100
Email: Kathryn.Sterk@bolton-menk.com

CITY OF EARLY, IOWA

By: Sharon Ann Irwin

Printed Name: Sharon Irwin

Title: Mayor

BOLTON & MENK, INC.

By: Kristopher J. Swanson

Printed Name: Kristopher J. Swanson, P.E.

Title: Principal-in-Charge

ATTACHMENTS TO THIS AMENDMENT:
Exhibit I-1 – Consultant's Services

EXHIBIT I-1 – CONSULTANT’S SERVICES

2021 WATER TREATMENT FACILITY IMPROVEMENTS

EARLY, IOWA

DESCRIPTION OF PROJECT AND SCOPE OF IMPROVEMENTS

The CONSULTANT agrees to provide construction phase civil engineering services required for construction of the water treatment facility and related improvements. The basic services anticipated as part of this Agreement include construction contract administration and construction project representation.

I.A. BASIC SERVICES

For purposes of this Project, Basic Services to be provided by the CONSULTANT are as follows:

Phase 3: Construction Administration and Onsite Services

Due to the nature of construction and the possibility of unforeseen conditions and schedules, CONSULTANT proposes an estimated hourly fee for construction related services.

Task 3.1: Construction Contract Administration

CONSULTANT will perform construction administration services throughout the construction phase. Services to be provided include:

- With the assistance of City staff and the City Attorney, prepare contracts for execution by the City and the contractor.
- Provide supervision and support to onsite construction observer and perform regular on-site reviews.
- Prepare change orders and written directives.
- Review and approve partial pay requests.
- Obtain additional information from City staff, when required for proper execution of the work.
- Coordinate with the DNR and funding agencies, when required.

Task 3.2: Shop Drawing Review and Project Coordination

CONSULTANT will review all shop drawings and other submittals from the contractor and will provide other project coordination services. Services to be provided include:

- Convene and preside over a preconstruction conference.
 - Preconstruction conference attendees will include:
 - City Staff
 - Representatives from the contractor, subcontractors, and suppliers
 - Representatives from affected utility companies
 - Bolton & Menk staff
- Review and approve shop drawings, materials lists, suppliers lists, and other required submittals by Contractor.
- Convene and preside over construction progress meetings and prepare minutes, if needed.

Task 3.3: Onsite Construction Observation

CONSULTANT will provide onsite construction observation services during construction of the project as requested by the CLIENT. The construction period is identified in the Contract Documents as 600 calendar days and it is assumed that there will be an average of 15 hours per week of construction observation. Onsite construction observation services consist of observation of the work of the Contractor, coordination of testing services and documentation of the work progress. Onsite construction observation services do not constitute acceptance or approval of the Contractor's work nor do they relieve any part of the Contractor's responsibility under the Contract Documents. Scope and limitations of Onsite Construction Observation services are further defined in Section 00801 of the Contract Documents.

Task 3.4: Project Closeout and Record Drawings

CONSULTANT will use the documentation compiled throughout the construction of the project to prepare all necessary proceedings to finalize the project. Documentation to be compiled will include:

- Operation and maintenance instructions
- Schedules
- Bonds
- Guarantees
- Certificates of inspection, tests, and approvals

CONSULTANT will prepare and provide record drawings to the CLIENT.

I.B. ADDITIONAL SERVICES

Consulting services performed other than those authorized under Section 1.A shall be considered not part of the Basic Services and may be authorized by the CLIENT as Additional Services. Additional Services consist of those services that are not generally considered to be Basic Services; or exceed the requirements of the Basic Services; or are not definable prior to the bidding of the project; or vary depending on the technique, procedures or schedule of the project contractor.

Additional services may include:

1. Professional services associated with construction material testing.
2. Professional services related to additional utility (storm sewer, sanitary sewer) or surface replacements.
3. Professional services associated with 2nd Street Watermain Improvements.