

**AMENDMENT TO AGREEMENT**  
**between SHIVE-HATTERY, INC. AND THE CLIENT**

**PROJECT NAME:** Wastewater Treatment Improvements

**CLIENT NAME:** City of Earlham

**AMENDMENT NO.:** Three

**ORIGINAL AGREEMENT DATE:** May 26, 2020

**AMENDMENT DATE:** July 7, 2022

City of Earlham and Shive-Hattery, Inc. (S-H) agree to amend the Original Agreement as follows:

**PROJECT DESCRIPTION:** NO CHANGE

**SCOPE OF SERVICES:** REPLACE 9. Construction Phase Services (Additional Services) with the following:

**9. Construction Phase Services**

**9.1 Construction Contract Administration**

- a. Progress Meetings. Attend monthly progress meetings with Owner and contractor. Submit monthly progress reports.
- b. Conferences. Attend pre-construction and other conferences with Owner or other interested parties as may be necessary. Meet with Owner for project discussions, coordination and presentations as required.
- c. Submittal Review. Review and approve, for general conformance with the design concept and construction specifications, submittals delivered by the contractor(s). Provide written conformation to Owner that each submittal approved generally conforms with applicable specifications.
- d. SRF Documentation Collection – Collect, review and organize American Iron and Steel Compliance Certificates and Davis Bacon Wage Documentation submitted by the contractor. Follow up with the contractor when certificates or documentation are incomplete or missing. Meet with Iowa Department of Natural Resources and contractor one time to review collected documentation.
- e. Design Conformance. Provide periodic site Engineering reviews to ascertain that the contractor is generally conforming to the design intent.
- f. Materials Testing Coordination. Assist with obtaining a contract for the materials testing services. Materials testing contract shall be between owner and testing firm. Assist with coordination and communication of materials testing scheduling. Review materials testing reports for design conformance.
- g. Contract Clarification. Assist with preparation of any necessary contract clarifications.
- h. Change Orders. Assist with preparation of any necessary contract change orders for approval of the Owner and others on a timely basis.
- i. Contractor Pay Requests. Assist with review of the contractor's applications for progress payment.
- j. Punch List. Assist with a "pre-final" inspection of the completed work; develop a punch list of items required and forward it to the Contractor and Owner.
- k. Substantial Completion. Assist with preparation of a statement of substantial construction completion.
- l. Final Completion. Prior to approval and submittal of the Contractor's final pay request, assist with a written statement of completion including recommendation that the Owner accept the project.
- m. Record Drawings. Provide record drawing reproducible, prints, and electronic media after completion of the work. Such drawings will be based upon construction records provided by the contractor during construction. Provide Owner with two (2) sets of prints of the record drawings, and an electronic version on compact disk in Engineer's standard format.



**9.2 Resident Observation Services (additional services)**

- a. Provide a part-time Resident Project Representative (RPR) to visit the construction site periodically to observe construction and general conformance to project documents. A reasonable attempt will be made to coordinate with the contractor. Approximately 8 hours per week on average, a total of 600 staff hours, are anticipated.

**9.3 Construction Staking**

- a. Provide construction staking per the contractor's request. We have assumed 4 trips to the site.

**ADDITIONAL SERVICES:** NO CHANGE

**CLIENT RESPONSIBILITIES:** NONE

**COMPENSATION:** ADD

Description	Fee Type	Fee	Estimated Expenses	Total
Scope Item 9.1 Construction Contract Administration	Hourly	\$240,000 (est.)	Included	\$240,000 (est.)
Scope Item 9.2 Resident Observation Services	Hourly	\$110,000 (est.)	Included	\$110,000 (est.)
Scope Item 9.3 Construction Staking	Hourly	\$7,000 (est.)	Included	\$7,000 (est.)

**SCHEDULE:** CHANGE

We will complete the above services in coordination with the contractor's schedule. Construction is anticipated to begin August 1, 2022 and be complete by February 1, 2024.

**AGREEMENT:** This Amendment is subject to all other terms and conditions of the Original Agreement.

**ACKNOWLEDGEMENT OF APPROVAL AND OF AMENDMENT:**

CITY OF EARLHAM

SHIVE-HATTERY, INC.

By: \_\_\_\_\_



Title: \_\_\_\_\_

Shane D. Oyler, P.E.

Date Accepted: \_\_\_\_\_



Tami L. Wilcox, P.E.

MNA/TW