

**AMENDMENT NO. 1
TO THE
PROFESSIONAL SERVICES AGREEMENT FOR THE
SW VINTAGE PARKWAY PAVING PROJECT
ANKENY, IOWA**

This Amendment entered into this the 7th day of December, 2015 to the Professional Services Agreement dated July 6, 2015 by and between the City of Ankeny, Iowa, a municipal corporation, hereinafter referred to as the “CITY”, and Snyder & Associates, Inc., hereinafter referred to as the “ENGINEER”.

NOW, THEREFORE, it is hereby agreed by and between the parties hereto that the Agreement for Professional Services be amended as follows:

ARTICLE III. SCOPE OF WORK, SECTION A. GENERAL, add the following Subsections:

3. The ENGINEER shall complete construction services including construction administration, construction staking, construction observation, and record drawings for the PROJECT.

ARTICLE III. SCOPE OF WORK, SECTION B. BASIC ENGINEERING SERVICES, add the following subsection 7:

7. Design Revisions
 - a. The vertical profile of the roadway was changed after the Check Plan stage to accommodate adjacent development grading plans. Changes included lowering the profile from approximately Station 28+00 to Station 37+00 and adding a low point just west of SW Beechwood Street. Changes included revisions to storm sewer.
 - b. The sanitary sewer profile was lowered after the Check Plan stage to accommodate adjacent development.
 - c. Additional lot service locations were added to accommodate adjacent development.
 - d. Grading plan sheets were added to the construction plans in order to place excess earth south of SW Vintage Parkway to accommodate future development.
 - e. Plans were included for a fiber optic interconnect between SW Irvinedale Drive and SW State Street.

ARTICLE III. SCOPE OF WORK, SECTION C. CONSTRUCTION SERVICES:

Replace Section C of the original agreement with the following Section C:

C. CONSTRUCTION SERVICES

1. Construction Administration

- a. The ENGINEER shall arrange and conduct a preconstruction conference with the Contractor and CITY to review the contract requirements, details of construction, utility conflicts, and work schedule prior to construction.
- b. The ENGINEER shall review shop drawings and other submissions from the Contractor for general compliance with the construction contract.
- c. The ENGINEER shall prepare partial payment applications and change orders and make recommendations to the CITY for their acceptance.
- d. The ENGINEER shall review the project to determine if it has been completed in substantial conformance with the Contract Documents and recommend acceptance to the CITY.

2. Construction Staking

- a. The ENGINEER shall be responsible for providing all construction stakes for the PROJECT. The construction documents shall contain a provision that the ENGINEER shall provide one set of stakes for each construction operation. Any staking that is destroyed due to construction that has to be replaced, will be at the Contractor's expense.

3. Construction Observation

The ENGINEER shall provide a Resident Construction Observer to verify compliance with the contract documents. Construction observation will include:

- a. The ENGINEER shall attend the preconstruction meeting and subsequent field meetings during construction as necessary.
- b. The ENGINEER shall verify materials provided by the Contractor are in accordance with the Contract Documents. The ENGINEER reserves the right to reject any inappropriate or damaged materials delivered to, or observed on the site. The ENGINEER shall verify that inappropriate or damaged materials are not incorporated into project by observing destruction of materials on-site and/or the Contractor

hauling material off-site. The ENGINEER shall notify the CITY of inappropriate or damaged materials found at the site.

- c. If the ENGINEER observes, or has reason to believe, the Contractor's construction methods or materials used does not meet the specifications then the ENGINEER shall immediately notify the CITY to determine the appropriate corrective measure(s) to be taken. This may include the CITY directing the Contractor to stop work until the appropriate corrective measure(s) is determined.
- d. The ENGINEER shall prepare a weekly report of working days and provide to the CITY.
- e. The ENGINEER shall measure and keep a record of contract quantities for payment applications and observe and document testing required of the Contractor.
- f. The ENGINEER shall spot check grading and subgrade preparation and review with the Contractor any soft spots in the subgrade prior to paving.
- g. The ENGINEER shall be on-site full time during paving operations. Air tests and compressive strength test cylinders will be required to be completed by an independent testing laboratory provided by the Contractor. Testing shall be overseen by the ENGINEER.
- h. The ENGINEER shall periodically oversee sawing and sealing of joints.
- i. Thickness core testing will be provided by the Contractor.
- j. The ENGINEER shall assist City staff in developing a final punch list and verify completion of items for acceptance.

4. Record Drawings

- a. The ENGINEER shall furnish reproducible record drawings for the PROJECT according to CITY requirements. Such record drawings may contain a waiver of liability phrase in regard to unknown changes made by the Contractor without CITY/ENGINEER approval.

ARTICLE V. WORK SCHEDULE, change to the following:

The ENGINEER shall complete the BASIC SERVICES to accommodate a December 2015 bid letting. CONSTRUCTION SERVICES as outlined in Article III(C) shall be completed following completion of all construction by October 30, 2016. If changes are made to this schedule, the ENGINEER SHALL submit changes to the CITY for approval.

ARTICLE VI. COMPENSATION AND TERMS OF PAYMENT, shall be amended as follows:

B. CONSTRUCTION SERVICES

The engineering fee shall be on the basis of a maximum fixed fee on hourly rates and fixed expenses as outlined in the Engineer's Standard Fee Schedule. The current fee schedule is shown in the attached Exhibit "A". Total fees of services shall not exceed the following amounts without approval of the CITY.

| | Amendment No.1 |
|-----------------------------|---------------------------|
| Design Revisions | \$22,500 |
| Construction Administration | \$16,000 |
| Construction Staking | \$24,000 |
| Construction Observation | \$54,000 |
| Record Drawings | \$ 4,000 |
| Total | \$120,500 |

Billings shall include sufficient documentation to explain the charges. All billings shall be accompanied by a Billings Information Report on a form provided to the ENGINEER by the CITY.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the day and the year first above written.

ATTEST:

CITY OF ANKENY, POLK COUNTY, IOWA

City Clerk, City of Ankeny

By _____
GARY LORENZ, MAYOR

ATTEST:

ENGINEER
SNYDER & ASSOCIATES, INC.

By _____
MARK A. LAND, VICE PRESIDENT

EXHIBIT "A"

**SNYDER & ASSOCIATES, INC.
2015-16
STANDARD FEE SCHEDULE**

| Billing Classification/Level | | Billing Rate | |
|---|--|----------------------------------|-------|
| Professional | | | |
| <i>Engineer, Landscape Architect, Land Surveyor, Legal, GIS, Environmental Scientist Project Manager, Planner, Right-of-Way Agent, Graphic Designer</i> | | | |
| Principal | | \$183.00 | /hour |
| Principal | | \$172.00 | /hour |
| Senior | | \$156.00 | /hour |
| VIII | | \$144.00 | /hour |
| VII | | \$137.00 | /hour |
| VI | | \$132.00 | /hour |
| V | | \$123.00 | /hour |
| IV | | \$112.00 | /hour |
| III | | \$104.00 | /hour |
| II | | \$94.00 | /hour |
| I | | \$81.00 | /hour |
| Technical | | | |
| <i>Technicians--CADD, Survey, Construction Observation</i> | | | |
| Lead | | \$110.00 | /hour |
| Senior | | \$106.00 | /hour |
| VIII | | \$99.00 | /hour |
| VII | | \$91.00 | /hour |
| VI | | \$81.00 | /hour |
| V | | \$73.00 | /hour |
| IV | | \$67.00 | /hour |
| III | | \$56.00 | /hour |
| II | | \$47.00 | /hour |
| I | | \$42.00 | /hour |
| Administrative | | | |
| II | | \$56.00 | /hour |
| I | | \$46.00 | /hour |
| Reimbursables | | | |
| Mileage | | <i>current IRS standard rate</i> | |
| Outside Services | | <i>As Invoiced</i> | |