

**AMENDMENT NO. 1  
TO THE PROFESSIONAL SERVICES AGREEMENT  
ANKENY BOULEVARD (US 69) AND FIRST STREET INTERSECTION  
IMPROVEMENTS PROJECT  
ANKENY, IOWA**

This Amendment entered into this 16<sup>th</sup> day of April, 2018 to the Professional Services Agreement dated June 5, 2017, by and between the City of Ankeny, Iowa, a municipal corporation, hereinafter referred to as the “CLIENT”, and Snyder & Associates, Inc., hereinafter referred to as the “PROFESSIONAL”.

This Amendment is associated with the additional Design Services and Construction Services for the Ankeny Boulevard (US 69) and First Street Intersection Improvements Project, hereinafter referred to as the “PROJECT”.

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

**ARTICLE I. SCOPE OF WORK, SECTION A. GENERAL**, add the following Subsection:

6. The PROFESSIONAL shall complete construction services including construction administration, construction staking, construction observation, monument preservation survey, and record drawings for the PROJECT.

**ARTICLE I. SCOPE OF WORK, SECTION B. BASIC ENGINEERING SERVICES**, replace Subsection 3.d with the following (additional Scope of Work items are in bold text):

- d. Preliminary Landscape Design and Plans. If approved by the CLIENT, the PROFESSIONAL will prepare **three (3) conceptual layouts, three (3) photo rendering views of each conceptual layout, and cost opinions for each** for landscaping improvement at the PROJECT location for CLIENT review. It is understood that the CLIENT desires low maintenance landscape features to potentially include plantings and decorative concrete. It is further understood where the CLIENT-owned parcel exists in the southwest corner of the PROJECT location, these landscaping features may be expanded. Additional fees for these services are \$3,600.

**ARTICLE I. SCOPE OF WORK, SECTION B. BASIC ENGINEERING SERVICES**, replace Subsection 4.b with the following (additional Scope of Work items are in bold text):

- b. Final Landscape Design and Plans. If approved by the CLIENT, the PROFESSIONAL will prepare final landscape design and plans for the intersection corners, the medians at the intersection’s west and east approaches, and expanded layout at the southwest CLIENT owned parcel. **The PROFESSIONAL will prepare a second set of**

**construction plans and contract documents to bid the Landscaping Project separately from the Intersection Improvements Project. The bidding for the Landscaping Project will occur through the Competitive Quotation Process. Additional fees for these services are \$5,800.**

**ARTICLE I. SCOPE OF WORK, SECTION B. BASIC ENGINEERING SERVICES,** add the following Subsection to Item 6, Bid Period Assistance:

- b. Landscaping Bid Assistance. The Landscaping Project will be let by the CLIENT through the Competitive Quotation Process, and the PROFESSIONAL shall supply the necessary Contract Documents for this process. The PROFESSIONAL shall solicit Competitive Quotations from selected Contractors approved by the CLIENT. The PROFESSIONAL will tabulate quotations received and make a recommendation to the CLIENT. Additional fees for these services are \$1,800.

**ARTICLE I. SCOPE OF WORK, SECTION B. BASIC ENGINEERING SERVICES,** add the following Subsection:

7. DESIGN REVISIONS AND ADDITIONAL DESIGN

- a. Adding the replacement of the existing inside westbound lane west of the intersection due to poor pavement condition. The design included evaluating the geometry to connect into the future reconstruction west of the project limits, typical section, horizontal and vertical design and control (since no longer widening for one westbound lane), and geometric and staking detail sheets. Additional fees for these services are \$5,100.
- b. Adding full depth PCC patching for panel and curb replacement to replace / repair water valves and poor pavement panels in the four quadrants of the intersection. The design included geometric and staking detail sheets, and tabulations. Additional fees for these services are \$3,400.
- c. Several components were added to the scope of the project, which significantly increased the complexity of the Traffic Control and Staging Plan. These components included:
  - i. The Iowa DOT will not allow lane closures along US 69 during daytime hours, and as a result nighttime construction details were added to the plans.
  - ii. Paving the two westbound legs of the intersection will be completed during nighttime hours under a road closure.

- Construction staging plan sheets, traffic control details, and a detour route were prepared to accommodate this work.
- iii. Full depth PCC patching in the intersection quadrants requires outside lane closures along First Street and US 69. Construction staging plan sheets and traffic control details were prepared to accommodate this work.
  - iv. Truck turn movements were evaluated and an access plan was prepared for each stage impacting the entrance into the business in the northwest corner of the intersection.

Traffic control and construction staging in the original contract was based on referencing the Iowa DOT Standard Road Plans for closing a single lane along First Street and Ankeny Boulevard during daytime hours to complete the construction. The additional fees for the services outlined in item 7.c are \$18,900.

- d. The sidewalk, ramp, and landscaping area in the southwest corner of the intersection was modified to accommodate the future 8-ft wide sidewalk. The additional fees for these services are \$3,200.
- e. Additional topographic survey and a field meeting were performed to Level “B” Service to identify the horizontal location of the Century Link duct in the northeast corner of the intersection. The additional fees for these services are \$500.

#### **ARTICLE I. 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 PROFESSIONAL shall arrange and conduct a preconstruction conference with the Contractor and CLIENT to review the contract requirements, details of construction, utility conflicts, and work schedule prior to construction.
- b. The PROFESSIONAL shall review shop drawings and other submissions from the Contractor for general compliance with the construction contract.
- c. The PROFESSIONAL shall conduct weekly construction meetings in the field.

- d. The PROFESSIONAL shall prepare partial payment applications and change orders and make recommendations to the CLIENT for their acceptance.
- e. The PROFESSIONAL shall review the project to determine if it has been completed in substantial conformance with the Contract Documents and recommend acceptance to the CLIENT.

## 2. CONSTRUCTION STAKING

- a. The PROFESSIONAL shall be responsible for providing all construction stakes for the PROJECT. The construction documents shall contain a provision that the PROFESSIONAL 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 PROFESSIONAL shall provide a Resident Construction Observer to verify compliance with the Contract Documents. Construction observation will include:

- a. The PROFESSIONAL shall attend the preconstruction conference and subsequent field meetings during construction as necessary.
- b. The PROFESSIONAL shall verify materials provided by the Contractor are in accordance with the Contract Documents. The PROFESSIONAL reserves the right to reject any inappropriate or damaged materials delivered to, or observed on the site. The PROFESSIONAL shall verify that inappropriate or damaged materials are not incorporated into the PROJECT by observing destruction of materials on-site and/or the Contractor hauling material off-site. The PROFESSIONAL shall notify the CLIENT of inappropriate or damaged materials found at the site.
- c. If the PROFESSIONAL observes, or has reason to believe, the Contractor's construction methods or materials used do not meet the specifications then the PROFESSIONAL shall immediately notify the CLIENT to determine the appropriate corrective measure(s) to be taken. This may include the CLIENT directing the Contractor to stop work until the appropriate corrective measure(s) is determined.
- d. The PROFESSIONAL shall prepare a weekly report of working days and provide to the CLIENT.
- e. The PROFESSIONAL shall measure and keep a record of contract quantities for payment applications and observe and document testing required of the Contractor.

- f. The PROFESSIONAL shall spot check grading and subgrade preparation and review with the Contractor any deficiencies in the subgrade prior to paving.
- g. The PROFESSIONAL shall be on-site full time during paving operations. Testing shall be overseen by the PROFESSIONAL.
- h. The PROFESSIONAL shall periodically observe sawing and sealing of joints.
- i. The PROFESSIONAL shall complete the 'Pedestrian Crossing Inventory As-Built Record' sheets provided by the CLIENT for each curb ramp.
- j. The PROFESSIONAL shall assist CLIENT staff in developing a final punch list and verify completion of items for acceptance.

4. TRAFFIC SIGNAL CONSTRUCTION ADMINISTRATION

The PROFESSIONAL shall provide construction administration during construction of the proposed signal improvements, including the following:

- a. Attend a preconstruction conference with the CLIENT, Contractor, utility companies, and other interested agencies.
- b. Review shop drawings and Contractor submittals for compliance with the project Contract Documents.
- c. Perform up to two field visits during traffic signal construction. Respond to CLIENT or Contractor questions regarding the traffic signal improvements.
- d. Traffic signal timing and coordination plans for the proposed traffic signal are provided under the original Agreement.
- e. Attend initial turn-on of traffic signals and assist with needed timing adjustments.
- f. Conduct an on-site review of the constructed improvements with the CLIENT and Contractor prior to final acceptance of the project.

5. MONUMENT PRESERVATION SURVEY

- a. The PROFESSIONAL shall prepare a Monument Preservation Certificate in accordance with Iowa Code 355.6A. This document may include but not be limited to identifying the existing monuments within the project corridor and shall replace any

monument disturbed or removed at its preserved position. The results of this survey will be provided to the CLIENT for their record and recorded with the Polk County Recorder's Office.

6. RECORD DRAWINGS

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

7. LANDSCAPING CONSTRUCTION ASSISTANCE

The PROFESSIONAL shall perform the following services during construction of the Landscaping Project:

- a. Schedule and attend a preconstruction meeting with the selected Contractor and CLIENT.
- b. Review shop drawings and submittals required for irrigation system and planting improvements.
- c. Attend construction site visits as requested. A total of five (5) construction visits are anticipated. The site reviews will occur during irrigation mainline installation, amended soil installation, and drip irrigation and plant installations. Includes reviewing the construction progress for general conformance to the contract documents and the preparation of a written construction observation report for each visit.
- d. Measure quantities and prepare pay application requests.
- e. Review change order requests and provide recommendations to the CLIENT.
- f. Conduct a final construction review and prepare a final punch-list and recommendation for acceptance upon completion of construction.

**ARTICLE II. WORK SCHEDULE**, change to the following:

The PROFESSIONAL completed the BASIC SERVICES to accommodate an April 10, 2018, bid letting. CONSTRUCTION SERVICES as outlined in Article I(C) shall be completed following completion of all construction on a planned six day work week within 40 working days anticipated to commence no earlier than June 4, 2018, and no later than June 18, 2018. If changes are made to this schedule, the PROFESSIONAL shall submit changes to the CLIENT for approval.

The PROFESSIONAL shall coordinate the Landscaping Project letting schedule with the CLIENT to facilitate construction completion in the Fall 2018.

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

**B. CONSTRUCTION SERVICES**

As set forth in Article I, the engineering fee shall be on the basis of a maximum fixed fee on hourly rates and fixed expenses as outlined in the Professional'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 CLIENT.

Preliminary Landscaping Design and Plans	\$3,600
Final Landscaping Design and Plans	\$5,800
Landscaping Bid Assistance	\$1,800
Design Revisions and Additional Design	\$31,100
Construction Administration	\$6,400
Construction Staking	\$7,000
Construction Observation	\$29,500
Traffic Signal Construction Administration	\$5,800
Monument Preservation Survey	\$1,200
Record Drawings	\$1,500
Landscaping Construction Assistance	<u>\$5,400</u>
<b>SUBTOTAL</b>	<b>\$99,100</b>

**C. ADDITIONAL SERVICES**

As set forth in Article I (D) the engineering fee will be based on the current hourly rates and fixed expenses. The estimated engineering costs as provided to the CLIENT represents a probable budget amount. The CLIENT will be billed for the actual direct hours and if the PROFESSIONAL believes the budgetary figures will be exceeded, the CLIENT will be promptly notified by the PROFESSIONAL.

	Original Agreement Amount	Amendment #1 Adjusted Amount
<b>1. Acquisition Plats and Legal Descriptions</b>	\$1,700	\$550
<b>2. Right of Way Services</b>	\$9,150	\$9,150
Project Data Book (Property Valuation)	\$3,500	\$100

Title Work (2 parcels @ \$450/each)	\$900	\$0
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SUBTOTAL	\$15,250	\$9,800
CREDITED AMOUNT TO AMENDMENT NO. 1		(\$5,450)
D. CONTRACT AMOUNT		
<b>TOTAL ORIGINAL AGREEMENT</b>		<b>\$75,650</b>
<b>TOTAL AMENDMENT NO. 1</b>		<b><u>\$93,650</u></b>
<b>TOTAL CONTRACT AMOUNT</b>		<b>\$169,300</b>

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



All other terms of this Agreement shall remain unchanged and unaffected by this Amendment. IN WITNESS WHEREOF, the parties hereto have executed this CONTRACT as of this 16<sup>th</sup> day of April, 2018.

ATTEST:

CITY OF ANKENY, POLK COUNTY, IOWA

\_\_\_\_\_  
City Clerk, City of Ankeny

By \_\_\_\_\_  
Gary Lorenz, Mayor

ATTEST:

SNYDER & ASSOCIATES, INC.

\_\_\_\_\_

By \_\_\_\_\_