

**AMENDMENT NO. 1  
TO THE PROFESSIONAL SERVICES AGREEMENT  
HIGH TRESTLE TRAIL EXTENSION – SW ORDNANCE ROAD TO SE MAGAZINE  
ROAD  
ANKENY, IOWA**

This Amendment entered into this 17th day of June, 2019 to the Professional Services Agreement dated February 5, 2018, 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 High Trestle Trail Extension – SW Ordinance Road to SE Magazine Road 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. PROJECT DESCRIPTION**, add the following Subsection:

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

**ARTICLE II. SCOPE OF SERVICES, SECTION A. BASIC PROFESSIONAL SERVICES**, add the following Subsection:

6. **ADDITIONAL DESIGN SERVICES**

- a. The tunnel and trail excavation required replacement of the existing water main on the east side of S Ankeny Blvd (Hwy 69). The project provided the opportunity to replace this water main and make the connection to the new 24” transmission water main on the west side of S Ankeny Blvd (Hwy 69). The project gravity storm sewer required raising the existing water main at the NW corner of S Ankeny Blvd (Hwy 69) and SW Ordinance Road. Services include designing a new 16-inch water main along the east side of S Ankeny Blvd to facilitate removal of the existing 16-inch water main from cut of trail grading. The design also included adjustment of an existing 8-inch water main that was in conflict with other project utilities. The additional fees for these services are \$7,800.
- b. The available flowline for gravity storm sewer drainage and the available roadway elevation required a custom wingwall design. The dimensions of the pedestrian tunnel are not standard sizing to accommodate site constraints. This item includes structural design of

the wingwalls to match the pedestrian tunnel size. The design included special details and structural analysis on this non-standard section. The additional fees for these services are \$8,400.

- c. This tunnel offers the opportunity to enhance the trail experience with an aesthetic interpretation of the important Ankeny history around the World War II era munitions plant that eventually became John Deere. Aesthetic tunnel and lighting concepting and design was performed. This task includes both construction documents for this CIP project and potential concepts that can be further developed and incorporated at a later date. Services included;
  - 1) Preparation of a 3D base model for the pedestrian tunnel and entrance areas for two design concepts focused on the beautification of the tunnel
  - 2) A base concept plan using standard formliner and standard tunnel lighting. Concept prepared in both 2D and 3D black-and-white design format. A preliminary construction cost opinion was prepared.
  - 3) An enhanced concept utilizing custom formliner, enhanced lighting, and low maintenance landscaping. Aesthetics to reflect historical elements of the corridor. A preliminary construction cost opinion was prepared.
  - 4) Prepare 3D colored images of the pedestrian tunnel and surrounding areas. Renderings included lighting simulations and two to three view points of the proposed tunnel design and adjacent areas.
  - 5) Prepare construction documents and specifications for the selected concept. Includes preparation of layout, formliner, construction notes, special details, and final construction cost opinion.

The additional fees for these services are \$16,500.

- d. The project provided the opportunity to improve the nearby traffic signal for pedestrian movements and traffic detection upgrades at the intersection of S. Ankeny Blvd and SW Ordinance Road. These services included; performing pedestrian ramp design, pedestrian signal modifications, traffic signal upgrades including new underground conduit routing, video detection, and signal head modifications. The additional fees for these services are \$12,200.

**ARTICLE II. SCOPE OF SERVICES, SECTION B. ADDITIONAL SERVICES, SUBSECTION 4. ACQUISITION PLATS AND LEGAS DESCRIPTIONS** add the following Subsection:

- a. Adding revisions of easement plats for Veridian parcel. Following appraisal completion, revisions were requested for the Veridian parcel to reduce the acquisition area. These services included two (2) permanent easement plats and three (3) temporary construction easement plats. Based on the Original Agreement of \$600 per plat and \$300 per descriptions, the additional fees for these services are \$2,100.

**ARTICLE II. SCOPE OF SERVICES, SECTION B. ADDITIONAL SERVICES, SUBSECTION 5. RIGHT-OF-WAY SERVICES** add the following Subsection:

- i. Adding appraisals for two parcels and review appraisal for one parcel. An appraisal was performed for the Veridian and Ankeny Community School District parcels for this project. Based on valuation following the appraisals, the Veridian parcel required a review appraisal and the Ankeny Community School District did not. The additional fees for these services were \$1,825 per appraisal and \$950 per review appraisal for a total of \$4,600.

**ARTICLE II. SCOPE OF SERVICES, 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, formliner mock-ups, 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 PROFESSIONAL shall provide staking of proposed features to accommodate franchise utility relocations. 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 perform construction observation services. The PROFESSIONAL shall perform construction observation at times and intervals appropriate to the stage of construction to observe the progress and quality of the work and determine if the results of the construction work are in general 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 diary and logs of the Contractor's activities throughout construction, including notations of extra work or changes ordered during construction.
- e. The PROFESSIONAL shall prepare a weekly report of working days and provide to the CLIENT.

- f. The PROFESSIONAL shall measure and keep a record of contract quantities for payment applications and observe and document testing required of the Contractor.
- g. The PROFESSIONAL shall observe traffic control operations to ensure general compliance with the Contract Documents.
- h. The PROFESSIONAL shall spot check grading and subgrade preparation and review with the Contractor any deficiencies in the subgrade prior to paving. The PROFESSIONAL will observe density tests.
- i. The PROFESSIONAL shall provide observation for storm sewer installation. The PROFESSIONAL shall spot check line and grade. The PROFESSIONAL shall observe trench compaction testing and video inspection review.
- j. The PROFESSIONAL shall provide observation for water main installation. The PROFESSIONAL shall spot check line and grade and observe trench compaction testing.
- k. The PROFESSIONAL shall be on-site full time during paving operations. In-field testing to be completed by an independent testing agency, as hired by the Contractor. Quality control air tests may be performed by the PROFESSIONAL. Field testing shall be observed by the PROFESSIONAL.
- l. The PROFESSIONAL shall observe sawing and sealing of joints.
- m. The PROFESSIONAL shall observe surface restoration.
- n. 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 and coordinate City's review and concurrence.

- c. Perform up to two field visits during traffic signal construction. Respond to CLIENT or Contractor questions regarding the traffic signal improvements.
  - d. Attend initial turn-on of traffic signals and assist with needed timing adjustments.
  - e. Conduct an on-site review of the constructed improvements with the CLIENT and Contractor and prepare a punchlist of items to be completed prior to final acceptance of the project.
5. PEDESTRIAN TUNNEL CONSTRUCTION ADMINISTRATION AND OBSERVATION

The PROFESSIONAL shall provide construction administration and observation services during construction of the proposed pedestrian tunnel, 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. Submittals include; temporary shoring, concrete mix, and fencing.
  - c. Perform site visits to observe that construction is in general conformance with plans and specifications. These site visits will be performed for each critical element for each stage of tunnel construction including; concrete placement for floor slab, concrete placement for walls, and concrete placement for top slab. A site visit report will be completed for each site visit.
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.

**ARTICLE V. PROJECT SCHEDULE**, change to the following:

The PROFESSIONAL completed the BASIC SERVICES to accommodate May 14, 2019 bid letting. CONSTRUCTION SERVICES as outlined in Article II(C) shall be completed following completion of all construction within 60 working days for Site

“A” anticipated to commence no later than July 29, 2019, within 85 working days for Site “B” anticipated to commence in April or May of 2020, within 25 working days for Site “C” anticipate to commence in summer of 2020, and 10 working days for final completion. If changes are made to this schedule, the PROFESSIONAL shall submit changes to the CLIENT for approval.

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

**A. BASIC PROFESSIONAL SERVICES**

As set forth in Article VI, 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.

<b>Item</b>	<b>Base Agreement</b>	<b>Amendment No. 1</b>	<b>Total</b>
1. Project Administration	\$16,900	\$0	\$16,900
2. Field Survey (topography and boundary)	\$2,600	\$0	\$2,600
3. Preliminary Design	\$49,500	\$0	\$49,500
4. Final Design and Construction Plans	\$42,200	\$0	\$42,200
5. Bid Letting and Plan Distribution	\$3,300	\$0	\$3,300
6. Water Main Extension and Relocation	\$0	\$7,800	\$7,800
7. Non-standard Wingwall Design	\$0	\$8,400	\$8,400
8. Pedestrian Tunnel Aesthetic and Lighting Concepting and Design	\$0	\$16,500	\$16,500
9. Pedestrian Ramp and Traffic Signal Modifications	\$0	\$12,200	\$12,200
<b>Total</b>	<b>\$114,500</b>	<b>\$44,900</b>	<b>\$159,400</b>

**B. ADDITIONAL SERVICES**

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.

<b>Item</b>	<b>Base Agreement</b>	<b>Amendment No. 1</b>	<b>Total</b>
1. Geotechnical Investigation	\$5,000	\$0	\$5,000
2. Coordination and Permitting with Iowa DNR and US Army Corps of Engineers for Wetlands	\$5,200	\$0	\$5,200
3. Utility Verification Test Holes (estimate 5 @ \$800/each)	\$4,000	\$0	\$4,000
4. Acquisition Plats and Legal Descriptions (Plats @ \$600/each and Descriptions @ \$300/each)	\$1,800	\$2,100	\$3,900
5. Right of Way Services (2 Parcels)	\$4,400	\$0	\$4,400
6. Appraisals (2 @ \$1,825/each) & Review Appraisals (1 @ \$950/each)	\$0	\$4,600	\$4,600
<b>Total</b>	<b>\$20,400</b>	<b>\$6,700</b>	<b>\$27,100</b>

#### C. HOURLY 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 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.

<b>Item</b>	<b>Base Agreement</b>	<b>Amendment No. 1</b>	<b>Total</b>
1. Construction Administration	\$0	\$57,100	\$57,100
2. Construction Observation	\$0	\$125,500	\$125,500
3. Construction Staking	\$0	\$13,000	\$13,000
4. Traffic Signal Construction Administration	\$0	\$6,100	\$6,100
5. Pedestrian Tunnel Construction Administration and Observation	\$0	\$12,900	\$12,900
6. Record Drawings	\$0	\$4,500	\$4,500
<b>Total</b>	<b>\$0</b>	<b>\$219,100</b>	<b>\$219,100</b>

D. CONTRACT AMOUNT

<b>TOTAL ORIGINAL AGREEMENT</b>	<b>\$134,900</b>
<b>TOTAL AMENDMENT NO. 1</b>	<b><u>\$270,700</u></b>
<b>TOTAL CONTRACT AMOUNT</b>	<b>\$405,600</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 17th day of June, 2019.

ATTEST:

CITY OF ANKENY, POLK COUNTY, IOWA

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

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

ATTEST:

SNYDER & ASSOCIATES, INC.

\_\_\_\_\_  
Cheryl B. Bink

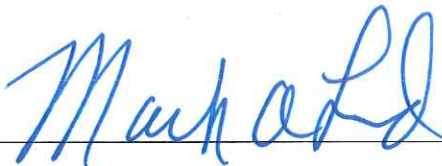
By \_\_\_\_\_  
Mark A. L. D.

Exhibit "A"

**SNYDER & ASSOCIATES, INC.**  
**2019-20**  
**STANDARD FEE SCHEDULE**

Billing Classification/Level	Billing Rate
<b>Professional</b>	
<i>Engineer, Landscape Architect, Land Surveyor, GIS, Environmental Scientist Project Manager, Planner, Right-of-Way, Graphic Designer</i>	
Principal II	\$208.00 /hour
Principal I	\$197.00 /hour
Senior	\$177.00 /hour
VIII	\$163.00 /hour
VII	\$155.00 /hour
VI	\$148.00 /hour
V	\$138.00 /hour
IV	\$128.00 /hour
III	\$116.00 /hour
II	\$106.00 /hour
I	\$93.00 /hour
<b>Technical</b>	
<i>Technicians--CADD, Survey, Construction Observation</i>	
Lead	\$125.00 /hour
Senior	\$119.00 /hour
VIII	\$111.00 /hour
VII	\$103.00 /hour
VI	\$92.00 /hour
V	\$82.00 /hour
IV	\$76.00 /hour
III	\$64.00 /hour
II	\$56.00 /hour
I	\$48.00 /hour
<b>Administrative</b>	
II	\$64.00 /hour
I	\$52.00 /hour
<b>Reimbursables</b>	
Mileage	Current IRS standard rate
Outside Services	As Invoiced