



June 19, 2019

Don Clark, P.E.

Municipal Utilities Director
City of Ankeny
220 West 1st Street
Ankeny, IA 50023

**RE: Amendment to Agreement for Engineering Services
2018 – SE Magazine Road Water Main Improvements, Ankeny**
FOX Ref. No. 3379-17A

Dear Mr. Clark:

Thank you for contacting FOX Engineering Associates, Inc. regarding your need for additional engineering services related to obtaining easements from property owners and negotiating with private utility companies in conjunction with the SE Magazine Road project. In response to your request, we are pleased to submit this agreement amendment for your consideration.

Scope of Services

FOX's engineering services will include easement acquisition services, negotiations with private utilities, and additional preliminary engineering services that were not included with the original agreement as follows:

1. Creation of Easement Acquisition Plats (Lump Sum):

FOX will draft temporary and permanent easement acquisition plats for use in obtaining easements necessary for placement of the 16-inch water main as follows:

- a) Temporary Easements:
 - i. Ankeny Cold Storage
 - ii. Ankeny Auto
- b) Permanent Easements:
 - i. D&J Plating
 - ii. Ankeny Cold Storage
 - iii. Ankeny Auto

The agreement would assume that the City will be responsible for filing the easements with Polk County. City will provide standard Ankeny signature easement forms (which the city of Ankeny has already provided).

2. Negotiations for Easements (Hourly Estimated):

FOX will obtain comparable sales data for use in negotiating with property owners for obtaining easements. FOX will also meet with property owners to discuss the project and negotiate cost and gain acceptance of the project and easements. Easement negotiation is assumed for the following properties:

- a) D&J Plating

The agreement would assume that the City will be responsible for meetings and negotiations for Ankeny Auto Body and Ankeny Cold Storage.

3. Negotiations with Private Utilities (Hourly Estimated):

FOX will correspond and/or meet with private utilities located in the north right of way of SE Magazine Road to negotiate an agreement to pay for the water main easements along the proposed water main route in lieu of requiring displacement of private utilities within public right of way (SE Magazine Road). FOX assumes the following private utilities are located along the SE Magazine Road corridor as evidenced by One Call Design Information Request:

- a) MidAmerican Energy – Underground/Overhead Electric
- b) MidAmerican Energy – Buried Gas
- c) Centurylink – Buried Fiber
- d) Centurylink – Buried Cable

This agreement would assume that the City will be responsible for preparation of any/all agreement documents for transfer of funds for Council approval.

4. Additional Preliminary Engineering Services (Lump Sum):

Additional services rendered for revisions of water main alignments and cost estimates as per city request, and additional topographic survey services for Option 3 (Alternate 1B per original Engineering Services Agreement).

Fees and Schedule: The fees for the Project shall be as follows:

Phase	(Hourly/Lump Sum)	Amount
Easement Acquisition Plats	Lump Sum	\$2,500
Easement Negotiation	Hourly	\$7,000 (estimated)
Private Utility Negotiation	Hourly	\$5,000 (estimated)
Additional Services (Preliminary Design)	Lump Sum	\$8,500

- The total of lump sum fees..... \$11,000
- The total estimated standard hourly fees \$12,000
- The total estimated fees (lump sum + hourly est). \$23,000

Notes:

1. Amounts listed above that are based on Standard Hourly Rates and Reimbursable Expenses are estimates only; actual fees and charges for those items may differ from the estimated amounts but will not exceed the estimated amount without prior written approval by the Owner.
2. FOX will utilize JCG Land Services, Inc. for easement negotiations.
3. It is anticipated that the project will be let for bid in late Fall of 2019 and construction completed by the end of 2020.

We will be able to start final design work on the Project within 10 days of our receipt of a signed agreement from you. We anticipate completion of the easement negotiations within 90 days of receipt of a signed agreement. It is unknown when negotiations with private utilities will be finalized, but we will keep the city of Ankeny informed of the schedule as the project develops.

If there are protracted delays for reasons beyond our control, we would expect to negotiate with you an equitable adjustment of the fees and schedule, taking into consideration the impact of such delay.

Special Notes

1. If you have special contact or communication requirements, you will need to advise us accordingly. Unless otherwise directed, the City of Ankeny's contact shall be Don Clark.
2. You will need to make available to us all pertinent existing data as well as full information as to your requirements, including any special or extraordinary services.
3. It is necessary that you advise us in writing at an early date if you have budgetary limitations for the project. If we accept any such limitations as being realistic, we will endeavor to work within those limitations. If you request, we will submit to you at milestones in the project, our opinion as to the probability of completing the project within your budget, and, where appropriate, request an adjustment in the budget or a revision in the extent of the project.
5. FOX Engineering will also provide such additional services that you may request to be billed at our standard hourly rate plus reimbursable expenses.

This Agreement and the accompanying General Terms and Conditions consisting of two (2) pages represent the entire understanding between the City of Ankeny and FOX Engineering Associates, Inc. in respect to the Project, and may only be modified in writing signed by both parties. If this Agreement satisfactorily sets forth your understanding of the Project, our services, and your responsibilities, please execute each of two (2) copies in the space provided below and return one (1) copy to us as notice to proceed.

Respectfully submitted,
FOX Engineering Associates, Inc.

John Gade, P.E.
Principal

Attachment: General Terms and Conditions (2 pages)

Accepted this _____ day of _____, 2019,

For the City of Ankeny:

By authorized contracting official:
(signature)

(printed name & title)

(This Proposal is open for acceptance for 30 days from the date of issuance, unless extended in writing by us.)