



**HR GREEN, INC.**  
**PROFESSIONAL SERVICES AGREEMENT AMENDMENT NO. 1**

THIS AMENDMENT, made this 19th day of March, 2018 by and between, City of Ankeny, the CLIENT, and HR GREEN, INC. (hereafter "COMPANY"), for professional services concerning:

NW Irvinedale Drive and NW 5<sup>th</sup> Street Intersection Improvements

hereby amends the original Professional Services Agreement dated March 20, 2017 as follows:

**2.10 Phase 10,000 – Design Recovery**

Extension of Project Limits

\$18,157

- After reviewing the existing conditions in more detail, it was determined that the north and south project limits needed to be extended. Work associated with this item included preparing additional profile transitions and cross sections, designing additional sidewalk / recreational trail replacement, redesigning of the water main and appurtenances, and performing additional hydraulic analysis on the proposed storm sewer.

Design of Outfall Culvert, Structures, and Channel Grading

\$24,300

- After performing a hydraulic analysis of the existing CMP outfall culvert, it was determined that a full removal and replacement was necessary. Work associated with this item included modeling and designing of the culvert inlet / junction structure, modeling and designing of the culvert outlet, analyzing multiple stilling basin options, and coordinating with the retaining wall design.

Staging Design

\$6,435

- During the design process, it was determined that the project would need to be constructed in multiple stages in order to maintain access to the affected property owners. Work associated with this item included developing multiple iterations of staging concepts, designing additional construction staging sheets, and designing additional detour route sheets.

Ankeny School's Fiber Optic Relocation

\$6,678

- During the design process, it was determined that the school district's fiber optic line needed to be relocated, similar to the City's fiber optic line. Work associated with this item included locating the existing school district's fiber optic line in the field, coordinating with the City and the school district during the design relocation process, and developing plan sheets to accommodate the school district's fiber optic line relocation.

Additional Survey and Easement Services

\$8,050

- During the design process, it was determined that additional survey and more easements would be needed than what was originally anticipated. Work associated with this item included collecting additional topographical survey, incorporating additional survey into the base map model, preparing additional easement documents, and additional coordinating with the City and other entities during the easement acquisition process.

Redesigning of Items per City's Request

\$8,958

- A number of items were requested by the City to be redesigned after it was determined that a different concept was more viable. Work associated with this item included eliminating a proposed guardrail design in a rural cross section and replacing it with an urban cross section with sufficient clear zone, reconfiguring the school crossings and associated components including pedestrian ramps at the Irvinedale and 5th intersection to provide revised crosswalk locations, and redesigning a driveway from a single stall driveway with a turnaround to a double stall drive without a turnaround at the request of the property owner.

**2.11 Phase 11,000 – Construction Phase Services**

The CLIENT agrees to employ COMPANY to perform the following services

**2.11.1 Project Management**

Coordinate the efforts of the COMPANY staff to provide efficient, orderly, and convenient delivery of services to CLIENT. Communicate clearly and frequently to keep CLIENT informed of project progress. Prepare invoices and clarifications of invoices, when requested, for COMPANY'S services to the CLIENT. Prepare cover letters with invoices detailing the COMPANY'S observation progress relative to the Contractor's construction progress.

**2.11.2 Construction Meetings**

2.11.2.1 Preconstruction Meeting

Conduct a pre-construction meeting after award of construction contract for the CLIENT'S Contractor, subcontractors, utility companies, and other interested parties.

2.11.2.2 Progress Meetings

Along with the COMPANY's resident observer, one (1) additional representative of COMPANY shall attend up to thirty (30) weekly progress meetings, estimated on a weekly basis. Progress meetings will be held at the project site. (Hours/fees for resident observer's attendance at progress meetings are included within the scope of Resident Observation below.)

**2.11.3 Contractor Submittal Review**

Review shop drawings, material submittals, samples, and other data, which the Contractor is required to submit, but only for conformance with design concept of the Project and conformance with the information given in the Contract Documents. Evaluate and determine the acceptability of substitute materials and equipment proposed by the Contractor.

**2.11.4 Construction Observation and Administration**

2.11.4.1 Resident Observation

Provide full-time resident construction observation services. Resident observation is based on an average of 9 personnel-hours per day for 150 working days in 2018 resulting in a total of one thousand, three hundred fifty (1,350) hours of resident observation. Actual resident observation time may vary from week-to-week, depending



on weather, construction progress, and nature of construction work. COMPANY shall be entitled to request additional compensation if more than 1,350 hours of resident observation is requested by CLIENT. On a monthly basis, COMPANY shall review with CLIENT the percentage of hours spent by the resident observer compared to the working days incurred by the Contractor. CLIENT may, at its discretion, provide additional construction observation assistance with its own personnel in order to augment the resident observation provided by the COMPANY.

#### 2.11.4.2 Payment Applications

Determine the amounts owed to the Contractor and recommend, in writing, payments to the Contractor in such amounts. Up to ten (10) monthly payment applications are included in this Scope of Services. Such recommendations of payment will constitute a representation to the CLIENT, based on such observations and review that the work progressed to the point indicated, and that to the best of the COMPANY'S knowledge, information, and belief, quality of such work is generally in accordance with the Contract Documents. In the case of unit-price work, the COMPANY'S recommendation of payment will include final determinations of the quantities and classifications of such work.

#### 2.11.4.3 Engineer Visits

Additionally, a design engineer and/or Project Manager shall make occasional visits to the site at intervals appropriate to the various stages of construction as the COMPANY deems necessary (estimated to be one site visit per month maximum) in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of the Contractor's work. Based on information obtained during such visits and on such observations, the engineer shall determine, in general, if such work is proceeding in accordance with the Plans, and the engineer shall keep the CLIENT informed of the progress of the work.

The purpose of the engineer's visits to the site will be to enable the engineer to better carry out his duties and responsibilities during the construction phase and, in addition, by exercise of the engineer's efforts as an experienced and qualified design professional, to provide for the CLIENT a greater degree of confidence that the completed work, of the Contractor will conform to the Contract Documents, and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by the Contractor.

The engineer shall not during such visits supervise, direct, or have control over the Contractor's work, nor shall the engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor for safety precautions and programs incident to the work or for any failure of the Contractor to comply with laws, rules, regulations, ordinances, codes, or orders applicable to the Contractor furnishing and performing his work.

During such visits, the engineer may disapprove of or reject the Contractor's work while it is in progress if the engineer believes that such work will not produce a completed Project that conforms to the Contract Documents, or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.

#### 2.11.4.4 Clarifications & Change Orders

Issue necessary interpretations and clarifications of the Contract Documents, and in connection therewith, prepare change orders as required.

#### 2.11.4.5 Utility Coordination

The COMPANY will coordinate with affected private franchise utility companies in advance of and during construction to help verify any existing facilities needing relocation are completed in a timely manner. The COMPANY's resident observer will complete weekly on-site reviews to determine whether the utility relocation work is being completed in accordance with the approved relocation plans and schedules.

#### 2.11.4.6 Final Closeout

Conduct two walk-through inspections with CLIENT: first inspection to determine if the work is substantially complete, and a second inspection to determine if the work is fully complete. With input from the CLIENT, prepare a project completion punch-list for the Contractor if needed. The COMPANY will recommend, in writing, final payment to the Contractor and will give written notice to the CLIENT and the Contractor that the work is acceptable.

#### **2.11.5 Concrete Testing**

COMPANY will perform air content, slump, and compressive strength testing for Portland cement concrete (PCC) mixes used on the project. COMPANY will prepare cylinders for compressive strength testing, and employ the services of a qualified testing laboratory to conduct cylinder breaks. Three (3) 4" x 8" cylinders will be prepared per pour, or per 350 cubic yards of placed mix. Breaks will be completed at 3, 7, and 28 days. This scope of services includes up to 10 concrete pours (30 cylinders). COMPANY will employ TEAM Services, Inc. to pick up and break cylinders.

#### **2.11.6 As-Built (Record) Drawings**

Prepare construction record drawings defining the actual location of improvements and fixtures. Prepare record drawings showing those changes made during construction, based on the marked-up drawings and other data furnished by the Contractor and the resident construction observer. Provide the CLIENT with the following deliverables:

- One (1) reproducible double-sided 11x17 paper copy of the record drawings, excluding cross sections;
- Electronic copy (CAD file) of the pavement and utility pipe line work and structures, plan view only (delivered at start of construction for City GIS use);
- One (1) PDF copy of cross sections;
- One (1) PDF copy of the Plan Set with redline markups (excluding cross sections);
- Tabular text file of survey-grade X,Y, and Z data in State-Plane Coordinates and Sea Level Elevation, in accordance with CLIENT'S Post-Construction Submittal Requirements effective 10/23/2017.



### **2.11.7 Construction Survey**

The COMPANY will employ Nilles Associates, Inc. (NAI) to provide construction survey for the project as follows.

#### Utility Coordination Staking

- Field assistance to resolve conflicts during relocation of franchise utilities.

#### Monument Preservation and Replacement

- Replacement of any property corners destroyed during construction in areas where permanent right-of-way acquisition is not occurring, and preparation and filing of the monument preservation certificate.

#### Project Control

- Reference and preserve plan control points with both distance and angle or alternate method.
- Reset control points as needed during construction. Points do not need to be replaced after construction.
- Right-of-way and easement locations and construction limits.

#### Conventional Grading (if required)

- Set slope stakes left and right (nails or wood hubs) at 100 foot intervals, or less if needed, for all embankment or roadway excavation. Mark slope stakes with wooden lath depicting station, offset, and elevation reference (cut or fill) to all pertinent breaks in the slope.
- For paved areas, in addition to the 100 foot grid, set lath at appropriate offsets around the perimeter at 50 foot intervals, high and low points, and points of inflection. Mark lath with cut or fill to finished grade.

#### GPS Machine-Controlled Grading

- Establish GPS control points consisting of a minimum of 5 semi-permanent points located around the perimeter of the site.
- Provide grade check stakes at an approximate spacing of 300 feet on roadways.

#### Retaining Walls/Sidewalk Curbs

- Provide staking for retaining walls and sidewalk curbs as shown in the plans.

#### Paving

- Back of curb at 4' offsets for subgrade on 25 feet intervals, and at grade changes and corners.
- For paving areas wider than 60', set paving hubs at appropriate offsets on 25 foot intervals along interior bays or drive lanes.
- Place stakes for curb drop locations for sidewalk ramps and driveways.

- Place stakes for sidewalks and trails on one side only at appropriate offsets. Place stakes at 25' intervals in straight and level sections and 25' intervals for horizontal or vertical curves.

#### Storm Sewer

- Centerline of pipe at beginning and ends of pipe runs and at intersections.
- Reference point of intakes.
- Offset stakes to center of intakes.
- Offset stakes with cut to flow line for pipe runs longer than 50 feet.
- Gutter inlet and flow line elevations for intakes.

#### Sanitary Sewer

- Centerline of pipe at beginning and ends of pipe runs and at intersections.
- Offset stakes to center of sanitary manhole structure.
- Offset stakes with cut to flow line for pipe runs longer than 50 feet.

#### Water Main

- Place stakes for proposed water main on line (no offset) at 100 foot intervals. Label stakes as centerline of water main with elevation reference to finish grade.
- Place stakes for all hydrants, valves, bends, tees, and other appurtenances with appropriate offsets. Label stakes with offset distance and elevation reference to proposed finished grade adjacent to the hydrant, valve, bend, tee, or other appurtenance.
- Place stakes at all crossings of storm and sanitary sewers. Label stakes to top of pipe elevations at the crossing for water mains and sewer mains to ensure proper depth and vertical separation.

Construction Contractor(s) will be responsible for preserving original stakes set by the Consultant. If original survey stakes, hubs or marks are carelessly or willfully destroyed by the Contractor(s), re-staking will be charged to the Contractor(s).

## **7.0 DELIVERABLES AND SCHEDULE**

### **7.1 Deliverables**

- Preconstruction meeting notices, agenda, and minutes
- Copies of reviewed contractor submittals
- Copies of daily observation and site visit notes; weekly report of working days; quantity measurements and tabulations; and construction-related reports (e.g. concrete testing)
- Payment Applications
- Change Orders
- Construction Staking as noted above
- Punch-list at Substantial Completion
- Punch-list at Final Completion
- Engineer's Certificate of Completion
- Record drawings



## **7.2 Schedule**

This schedule was prepared to include reasonable allowances for review and approval times required by the CLIENT and public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in the scope of the project requested by the CLIENT or for delays or other causes beyond the control of COMPANY.

## **8.0 ITEMS NOT INCLUDED IN AMENDMENT NO. 1/SUPPLEMENTAL SERVICES**

The following items are not included as part of this agreement:

- Boundary, legal, and topographic surveys
- Design and plan modifications requested by the CLIENT or Contractor during construction
- Hazardous materials investigations and testing
- Soil management/mitigation plans
- Geotechnical investigations or construction materials testing (other than concrete testing noted in the SCOPE OF SERVICES)
- Coordination and meetings with individual property owners, local interest groups and organizations, or the general public
- Funding procurement services (e.g. Special Assessment schedules and services, preparation of grant applications)
- Costs associated with project delays/scope changes outside the control of the COMPANY

Supplemental services not included in the agreement can be provided by COMPANY under separate agreement, if desired.

## **9.0 PROFESSIONAL SERVICES FEE FOR CONSTRUCTION PHASE SERVICES**

### **9.1 Fees**

The fee for services will be based on COMPANY standard hourly rates current at the time the agreement is signed. These standard hourly rates are subject to change upon 30 days' written notice. Subconsultant charges will be invoiced to CLIENT on COMPANY's monthly invoices with no markup. The COMPANY's customary technology and communication fees (6% of labor) will not be charged to CLIENT.

### **9.2 Invoices**

Invoices for COMPANY's services shall be submitted, on a monthly basis. Invoices shall be due and payable within fourteen (14) days of receipt.

### **9.3 Payment**

In consideration for these services, the Client agrees to adjust the payment for services performed by the Company on the following basis:

Per current rate with a maximum not-to-exceed fee to be increased by Three Hundred Thirty-Six Thousand, Thirty-Three Dollars (\$336,033.00).

2.10	Design Recovery	\$72,578
2.11.1	Project Management	\$11,285
2.11.2	Construction Meetings	\$7,070
2.11.3	Contractor Submittal Review	\$7,880
2.11.4	Resident Observation	\$197,560
2.11.5	Concrete Testing	\$1,500
2.11.6	As-Built (Record) Drawings	\$8,160
2.11.7	<del>Deliverables and Schedule</del> Construction Survey MM 3/13/18	\$30,000

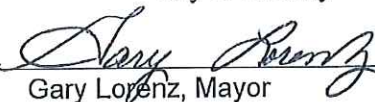
The total authorized compensation after this Amendment, including the original Professional Services Agreement and all previous Amendments, is Six Hundred Ten Thousand, Thirty-Three Dollars (\$610,033.00).

THIS AMENDMENT is subject to all provisions of the original Professional Services Agreement.

THIS AMENDMENT, together with the original Professional Services Agreement and all previous amendments represents the entire and integrated AGREEMENT between the CLIENT and COMPANY.

THE AMENDMENT executed the day and year written above.

City of Ankeny

  
By: Gary Lorenz, Mayor

HR Green, Inc.

 March 12, 2018  
By David Dougherty, Vice-President