

**AMENDMENT NO. 2
EXHIBIT A – SCOPE OF SERVICES
OF THE PROFESSIONAL SERVICES AGREEMENT TO
NW 36TH STREET WIDENING – NW ASH DRIVE TO NORTH ANKENY BOULEVARD**

This Amendment entered into this 7th day of February, 2022, to the Professional Services Agreement dated November 2, 2020, 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 Basic Engineering Services and the Construction Services for the NW 36th Street Widening – NW Ash Drive to North Ankeny Boulevard 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:

I. SCOPE OF WORK

Add the following paragraphs:

C. CONSTRUCTION SERVICES

1. CONSTRUCTION ADMINISTRATION

- a. The PROFESSIONAL shall arrange and conduct a preconstruction conference with the CLIENT, Contractor, and utility companies to review the PROJECT requirements, details of construction, submittal requirements, 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 prepare partial payment applications and change orders and make recommendations to the CLIENT for their acceptance.
- d. The PROFESSIONAL shall notify the CLIENT of any observed work, which does not conform to the construction contract, make recommendations to the CLIENT for the correction of nonconforming work and, at the request of the CLIENT, see that these recommendations are implemented by the Contractor.
- e. The PROFESSIONAL shall conduct weekly construction meetings and prepare meeting minutes for the CLIENT.

- f. 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.
- g. If the Contractor exceeds the estimated working and/or calendar days in completing construction of the PROJECT, or if change orders or PROJECT additions require additional working days, the PROFESSIONAL will be compensated for administration, observation, and staking services based on established hourly rates and fixed expenses outlined in the PROFESSIONAL's Standard Fee Schedule (Exhibit C).

2. TRAFFIC SIGNAL AND FIBER OPTIC CONSTRUCTION ADMINISTRATION

- a. Attend a preconstruction conference for the project with the CLIENT, Contractor, and utility companies to discuss PROJECT requirements, construction details, potential conflicts, and work schedule.
- b. Review traffic signal and fiber optic shop drawings and submittals for compliance with the PROJECT'S Contract Documents.
- c. Respond to CLIENT or Contractor questions regarding the traffic signal and fiber optic installation. Prepare change orders, as needed.
- d. Perform not more than six (6) field visits during construction to observe traffic signal and fiber optic construction and assist in resolving any construction issues.
- e. Attend initial turn-on of the traffic signal installation and assist with timing adjustments, as needed. Provide punchlist, as needed.
- f. Review fiber optic OTDR test reports for compliance with specifications.
- g. Conduct an on-site review of the completed traffic signal and fiber optic installation prior to final acceptance of the PROJECT.
- h. Prepare Record Drawings showing known changes to the traffic signal and fiber optic installation during construction.

3. CONSTRUCTION STAKING

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. It is anticipated that the PROFESSIONAL shall perform the following items:

- a. PROJECT site horizontal and vertical control point verification and setup (horizontal and vertical control points will be available for the Contractor for machine control).
- b. Existing pavement removals and construction easement limits (100' intervals and points of deflection).
- c. Storm sewer pipe, structures, and structure adjustments (SUDAS station location offsets with flow line and rim/form grade/inlet elevations).
- d. Sanitary sewer structure adjustments (SUDAS station location offsets with rim elevations).
- e. Hydrant locations, water main pipe, water main critical crossings, irrigation, and structure adjustments (centerline pipe, top of pipe elevations, and hydrant structure offsets).
- f. Traffic signal poles, hand holes, and cabinets, including fiber optic handholes and cabinets (center locations with offsets and elevations).
- g. Roadway and turn lane pavement pave-throughs and intersection back of curb (paving hubs staked on 25' intervals in tangents and horizontal curves to a pre-determined height).
- h. Driveway pavement (paving hubs staked on 25' intervals and points of deflection, top of slab elevations).
- i. Roadway sidewalk/trail pavement (paving hubs staked on 50' intervals, offsets to a single edge with elevations).
- j. ADA compliance sidewalk (ADA ramp curb drops, top of ramp and landing/turning space/level operating locations, single edge and corner offsets with elevations).
- k. Electrical (center light pole bases with offset).
- l. Raised beds and retaining walls (wall alignment and elevations with offsets).

4. CONSTRUCTION OBSERVATION

The PROFESSIONAL shall provide a Resident Construction Observer to verify compliance with the Contract Documents. Construction observation shall 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 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 using the CLIENT's template and provide to the CLIENT for review prior to issuing to the Contractor.
- 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 provide daily observation of traffic control operations, methods, and devices.
- g. The PROFESSIONAL shall spot check grading and subgrade preparation and review with the Contractor any deficiencies in the subgrade prior to paving. The PROFESSIONAL shall observe all moisture and density tests and proofrolls.
- h. The PROFESSIONAL shall provide periodic observation for the construction of storm sewer installation. The PROFESSIONAL shall spot check line and grade. The PROFESSIONAL shall observe all trench compaction testing. The PROFESSIONAL shall observe and document all required testing including video inspection review.
- i. The PROFESSIONAL shall provide periodic observation for the construction of water main. The PROFESSIONAL shall spot check line and grade. The PROFESSIONAL shall observe all trench compaction testing. The PROFESSIONAL shall observe and document all required testing.
- j. The PROFESSIONAL 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 PROFESSIONAL.

- k. If directed to do so by the CLIENT, the PROFESSIONAL shall mark locations for and observe the cutting of all thickness cores, to be cut by others.
- l. The PROFESSIONAL shall periodically observe sawing and sealing of joints.
- m. The PROFESSIONAL shall periodically observe all surface restoration.
- n. The PROFESSIONAL shall assist CLIENT staff in developing a final punch list and verify completion of items for acceptance.

5. RECORD DRAWINGS

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. It is anticipated that the PROFESSIONAL shall perform the following items:

- a. Underground utility location data from construction phase, including but not limited to: water main fittings (bends, tees, crosses, reducers) and signal and fiber optic conduits.
- b. Storm, sanitary, and water main above ground structure location data.
- c. Traffic signal pole, cabinet, and handhole location data.
- d. Fiber optic handhole and conduit location data.
- e. Record Drawing deliverables per the CLIENT submittal requirements.
- f. Pedestrian ramp as-built forms using the CLIENT's template.

6. MONUMENT PRESERVATION

- 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 and recorded with the County Recorder's Office.

Add the following paragraphs:

D. ADDITIONAL SERVICES

7. STRUCTURAL REVIEW OF TRAFFIC SIGNAL POLES

- a. Kick-off meeting: The PROFESSIONAL shall meet with the CLIENT to identify and exchange any existing information on the traffic signals and establish project schedule and project goals.
- b. Inspections: The PROFESSIONAL shall perform visual inspection of traffic signal pole, mast arm connection, and exposed foundation. The purpose is to identify the structural condition of these elements.
- c. The CLIENT will provide a lift truck with operator to access the upper portions of the pole and the mast arm connection.
- d. The PROFESSIONAL shall coordinate data exchange with signal pole manufacturers.
- e. Report: The PROFESSIONAL shall prepare written report with photos for all four (4) poles identifying observations and conclusions, and provide the following:
 - 1) Identify condition of each signal pole and ability to re-use at different intersection.
 - 2) Identify if mast arms can be shortened at new intersection.
- f. Final Report Meeting: The PROFESSIONAL shall meet with the CLIENT to review the final report.
- g. Deliverables: The PROFESSIONAL shall provide one (1) hard copy of the report and one (1) electronic copy to the CLIENT.

E. STORM WATER DISCHARGE COMPLIANCE / HOLD HARMLESS

1. PROFESSIONAL's Responsibility

In the event the scope of work to be performed under the terms and conditions of this Agreement includes permitting and creation of an initial Storm Water Pollution Prevention Plan, then and in that event and notwithstanding any provision to the contrary, PROFESSIONAL shall not be responsible or liable for compliance with any storm water discharge requirements at the site other than the preparation and submittal of the Notice of Intent for Storm Water Discharge Permit No. 2 applicable to the site and creation of the initial Storm Water Pollution Prevention Plan for the site.

2. CLIENT'S Responsibility

CLIENT shall be solely responsible for: a) the review and signature of the Notice of Intent; b) the implementation, administration, and monitoring of the initial plan; c) making modifications to the initial plan as needed; d) filing the Notice of Discontinuance; and e) compliance with all NPDES or storm water discharge statutes, rules, regulations, or ordinances applicable to the site. The PROFESSIONAL will include the initial Storm Water Pollution Prevention Plan as a part of the Contract Documents.

3. Indemnification

PROFESSIONAL agrees, to the fullest extent permitted by law, to indemnify and hold CLIENT harmless against all damages, liabilities, or costs including reasonable attorneys' fees and defense costs (hereafter "Claims") to the extent caused by PROFESSIONAL'S errors, omissions, or negligent acts relating to the preparation of the Notice of Intent or creation of the initial Storm Water Pollution Prevention Plan. CLIENT shall protect, defend, indemnify, and hold PROFESSIONAL harmless from any and all Claims caused by or in any manner related to: a) any discharges of soil, silt, sediment, petroleum product, hazardous substances, or solid waste from the site; and/or b) any alleged violation of any NPDES or storm water discharge statute, rule, regulation, or ordinance, unless said Claims were primarily caused by the PROFESSIONAL'S own negligent acts. CLIENT shall release, waive, and otherwise discharge any and all Claims that CLIENT may assert against PROFESSIONAL relating, in any manner, to any discharges from the Site and/or any alleged violation of any NPDES or storm water discharge statute, rule, regulation, or ordinance except as set forth above. The covenants and provisions herein shall survive cessation of PROFESSIONAL'S work on the site.

Replace Article III as follows:

III. COMPENSATION AND TERMS OF PAYMENT

The CLIENT shall pay the PROFESSIONAL in accordance with the terms and conditions of the Agreement. Fees will be on the basis of hourly rates and fixed expenses as outlined in the PROFESSIONAL’S Standard Fee Schedule. The current fee schedule is shown in the attached Exhibit "C". Total fees shall not exceed the following unless Additional Services are added by a written change order, amendment, or supplemental agreement signed by both parties.

A. BASIC ENGINEERING SERVICES

	Base Contract + Amend. 1	Amend. 2	Total
1. Project Administration and Coordination	\$ 37,600	\$ 0	\$ 37,600
2. Topographic Survey and Base Drawings	\$ 20,000	\$ 0	\$ 20,000
3. Boundary Survey	\$ 4,000	\$ 0	\$ 4,000
4. Traffic Study	\$ 13,800	\$ 0	\$ 13,800
5. Conceptual Design Phase	\$ 10,000	\$ 0	\$ 10,000
6. Preliminary Design and Plans	\$ 66,700	\$ 0	\$ 66,700
7. Final Design and Plans	\$ 98,900	\$ 0	\$ 98,900
8. Traffic Signal Design and Plans	\$ 31,600	\$ 0	\$ 31,600
9. Fiber Optic Upgrade Design and Plans	\$ 9,900	\$ 0	\$ 9,900
10. Lighting Analysis and Design	\$ 3,900	\$ 0	\$ 3,900
11. Landscaping Enhancements	\$ 5,000	\$ 0	\$ 5,000
12. Public Information Meeting	\$ 4,400	\$ 0	\$ 4,400
13. Bid Period Assistance	\$ 3,400	\$ 0	\$ 3,400
SUB TOTAL	\$ 309,200	\$ 0	\$ 309,200

B. ADDITIONAL SERVICES

	Base Contract + Amend. 1	Amend. 2	Total
1. ROW Documents, Negotiations (Permanent Easement/Fee Title = 5 Parcels @ \$4,320 per Parcel Temporary Construction Easements = 4 Parcels @ \$2,850 per Parcel)	\$ 33,000	\$ 0	\$ 33,000
2. Acquire Title Certificates (5 @ \$450 Each)	\$ 2,250	\$ 0	\$ 2,250
3. Project Data Book	\$ 1,500	\$ 0	\$ 1,500
4. Permanent Easement Plats (6 @ \$750 Each)	\$ 4,500	\$ 0	\$ 4,500
5. Temporary Easement Exhibits (8 @ \$500 Each)	\$ 4,000	\$ 0	\$ 4,000
6. Utility Verification Test Holes (14 @ \$1,000 Each)	\$ 14,000	\$ 0	\$ 14,000
7. Permit Fees and Reimbursables	\$ 500	\$ 0	\$ 500
8. Structural Review of Traffic Signal Poles	0	\$ 2,500	\$ 2,500
SUB TOTAL	\$ 59,750	\$ 2,500	\$ 62,250

C. CONSTRUCTION SERVICES

	Base Contract + Amend. 1	Amend. 2	Total
1. Construction Administration	\$ 0	\$ 39,100	\$ 39,100
2. Traffic Signal and Fiber Optic Construction Administration	\$ 0	\$ 15,000	\$ 15,000
3. Construction Staking	\$ 0	\$ 40,000	\$ 40,000
4. Construction Observation	\$ 0	\$ 140,900	\$ 140,900
5. Record Drawings	\$ 0	\$ 8,000	\$ 8,000
6. Monument Preservation	\$ 0	\$ 2,500	\$ 2,500
SUB TOTAL	\$ 0	\$ 245,500	\$ 245,500
TOTAL	\$ 368,950	\$ 248,000	\$ 616,950

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 PROFESSIONAL by the CLIENT.

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 ___ day of _____, 20__.

ATTEST: CITY OF ANKENY, POLK COUNTY, IOWA

Denise L. Hoy
City Clerk, City of Ankeny

By _____
Mark E. Holm, Mayor

ATTEST: SNYDER & ASSOCIATES, INC.

_____ By _____

EXHIBIT "C"

**SNYDER & ASSOCIATES, INC.
2022-23
STANDARD FEE SCHEDULE**

Billing Classification/Level	Billing Rate
Professional	
<i>Engineer, Landscape Architect, Land Surveyor, GIS, Environmental Scientist Project Manager, Planner, Right-of-Way Agent, Graphic Designer</i>	
Principal II	\$229.00 /hour
Principal I	\$217.00 /hour
Senior	\$198.00 /hour
VIII	\$181.00 /hour
VII	\$172.00 /hour
VI	\$163.00 /hour
V	\$152.00 /hour
IV	\$141.00 /hour
III	\$129.00 /hour
II	\$116.00 /hour
I	\$103.00 /hour
Technical	
<i>CADD, Survey, Construction Observation</i>	
Lead	\$138.00 /hour
Senior	\$132.00 /hour
VIII	\$123.00 /hour
VII	\$113.00 /hour
VI	\$102.00 /hour
V	\$92.00 /hour
IV	\$83.00 /hour
III	\$75.00 /hour
II	\$69.00 /hour
I	\$60.00 /hour
Administrative	
II	\$71.00 /hour
I	\$58.00 /hour
Reimbursables	
Mileage	<i>current IRS standard rate</i>
Outside Services	<i>As Invoiced</i>