

**AMENDMENT 3
TO
EXHIBIT A “SCOPE OF SERVICES”
OF THE
PROFESSIONAL SERVICES AGREEMENT
FOR
SE CROSSWINDS DRIVE RISE 2019 PROJECT**

This Amendment entered into this 7th day of March, 2022, to the Professional Services Agreement dated March 18, 2019, 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 for additional Professional Services associated with Construction Services for the second phase (Phase 2) of the SE Crosswinds Drive RISE Project and additional tasks on the Phase 2 design, hereinafter referred to as the “PROJECT”.

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

I. SCOPE OF WORK

Replace the following paragraphs:

A. GENERAL

12. The PROFESSIONAL will provide Construction Services including Construction Administration, Construction Observation, Construction Survey and Record Drawings for Phase 1 and Phase 2. Monument Preservation will be conducted by the PROFESSIONAL for monuments disturbed in Phase 2.

B. ADDITIONAL SERVICES

8. ACQUISITION PLATS: For Phase 2 of the PROJECT, the PROFESSIONAL will prepare two (2) permanent right of way acquisition plats, four (4) permanent easement plats, and Temporary Construction Easement exhibits and legal descriptions for:
 - a. Acquisition of permanent right-of-way from Legacy III for the radius at the northwest corner of SE Convenience Boulevard and SE 90th Street and ultimate right-of-way need along SE 90th Street.
 - b. Acquisition of permanent right-of-way from the Iowa DOT for SE 90th Street on the south side of the roadway within the project limits.

- c. Permanent easement plat for permanent stormwater easements for parcels Outlot V and Outlot W. Parcels are assumed to be under common ownership.
- d. Permanent easement plats for sanitary sewer on the Housby Parcel and Outlot V.
- e. The PROFESSIONAL, with the cooperation of the CLIENT, will coordinate with the Iowa DOT for acquisition of the right of way and easements.
- f. The PROFESSIONAL will coordinate with the Developer to acquire permanent easements within the Crosswinds Business Park Plat and right of way from Legacy III. Cooperation from the Developer and Legacy III is anticipated. The Developer shall provide attorney services for these acquisition plats.
- g. The PROFESSIONAL will provide up to three (3) title reports.
- h. The PROFESSIONAL will provide additional extended title research for roadway easement areas being converted to Fee Title.
- i. The PROFESSIONAL will provide stormwater easement plat revisions as directed, for the Housby parcel.

Add the following paragraphs:

A. GENERAL

- 21. The PROFESSIONAL will revise the geometric design for SE 90th Street from SE Convenience Boulevard to approximately to the east project limits on SE 90th Street, as directed by the CLIENT.
- 22. The PROFESSIONAL will revise the street lighting limits to include the lighting on SE 90th Street.
- 23. The PROFESSIONAL will revise the sanitary sewer alignment in SE Convenience Boulevard to a location in the west parking area.
- 24. The PROFESSIONAL shall complete construction services including RISE grant administration services through the project completion, anticipated to be Fall of 2022 and RISE Grant Closeout. Services will include support for Development Agreement reconciliation.
- 25. The PROFESSIONAL shall revise construction drawings, documents, and drainage report to accommodate requested design changes from the Housby Trucking Development. Services include pre-letting changes, post-letting changes to the Contract Documents, coordination with the CLIENT and with Housby Engineering design team.

D. CONSTRUCTION SERVICES

7. RECORD DRAWINGS PHASE 2 IMPROVEMENTS

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.
- b. Storm, sanitary, and water main above ground structure location data.
- c. Record Drawing deliverables per the CLIENT submittal requirements.
- d. Pedestrian ramp as-built forms using the CLIENT's template.

8. MONUMENT PRESERVATION PHASE 2 IMPROVEMENTS

The PROFESSIONAL shall prepare a Monument Preservation Certificate in accordance with Iowa Code 355.6A. This document may include but not limited to identifying the existing monuments within the public improvement 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.

E. STORM WATER DISCHARGE COMPLIANCE / HOLD HARMLESS PHASE 2 IMPROVEMENTS

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 the following Section:

II. WORK SCHEDULE

Phase 1 of the PROJECT, from design through the project letting period, shall be performed by the PROFESSIONAL in accordance with a schedule mutually developed by the CLIENT and the PROFESSIONAL. The milestone schedule is:

Notice to Proceed	April 2, 2019
Kick-off PMT Meeting	April 11, 2019
Topo and Boundary Survey (SE Corporate Woods Drive)	April 12, 2019
Preliminary Design Completion	April 29, 2019
Check Plan Completion (City/DOT/DNR Permits)	June 7, 2019
DOT Review Period/DNR Permits (30 Days per RISE)	July 8, 2019
Council Meeting Setting Hearing Date	July 15, 2019
Bid Letting	August 13, 2019
Commence Construction	September 3, 2019
Kreg Tool Interim Site Access	By Others
Kreg Tool Paved Access to South Entrance/Water Service	June 1, 2020
Complete Construction	July 15, 2020
Project Closeout	August 15, 2020

Phase 2 of the PROJECT, from design through the project letting period, shall be performed by the PROFESSIONAL in accordance with a schedule mutually developed by the CLIENT and the PROFESSIONAL. The milestone schedule for Phase 2 is:

Notice to Proceed	July 20, 2020
Preliminary Design Completion	August 28, 2020
Check Plan Completion (City/DOT/DNR Permits)	October 9, 2020
DOT Review Period/DNR Permits (30 Days per RISE)	November 9, 2020
Right-of-Way Acquisitions Complete	November 9, 2020
Final Plans Complete	October 28, 2021
Council Meeting Setting Hearing Date	November 1, 2021
Bid Letting	November 30, 2021
Award Date	January 3, 2022
Commence Construction Late Start Date	April 18, 2022
Complete Construction	October 15, 2022
Project Closeout	November 15, 2022

Replace the following Section:

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.

BASE AGREEMENT

A. BASIC ENGINEERING SERVICES

	<u>Base</u>	<u>Amend 1</u>	<u>Amend 2</u>	<u>Amend 3</u>	<u>Total</u>
1. Project Administration and Coordination	\$ 18,800	\$ 1,000	\$ 18,950	\$ 3,000	\$ 41,750
2. Survey and Base Drawings	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
3. Preliminary Design and Plan Preparation	\$ 67,500	\$ 0	\$ 65,500	\$ 0	\$ 133,000
4. Final Design and Construction Plan Preparation	\$ 60,600	\$ 0	\$ 71,900	\$ 18,200	\$ 150,700
5. Bid Period Assistance	\$ 2,200	\$ 0	\$ 2,600	\$ 0	\$ 4,800
6. Extend SE Convenience Blvd North	\$ 0	\$ 6,000	\$ 0	\$ 0	\$ 6,000
7. Traffic Engineering	\$ 0	\$ 0	\$ 8,250	\$ 850	\$ 9,100
8. Housby Trucking Development Changes	\$ 0	\$ 0	\$ 0	\$ 7,000	\$ 7,000
TOTAL	\$ 149,100	\$ 7,000	\$ 167,200	\$ 29,050	\$ 352,350

B. ADDITIONAL SERVICES

	<u>Base</u>	<u>Amend 1</u>	<u>Amend 2</u>	<u>Amend 3</u>	<u>Total</u>
1. Acquisition Plats	\$ 0	\$ 0	\$ 0	\$ 2,400	\$ 2,400
2. Geotechnical	\$ 7,150	\$ 0	\$ 3,800	\$ 0	\$ 10,950
3. Subsurface Utility Location (if Authorized)	\$ 1,850	\$ 0	\$ 0	\$ 0	\$ 1,850
4. Utility Relocation Survey	\$ 600	\$ 0	\$ 0	\$ 0	\$ 600
5. Environmental Sciences	\$ 2,000	(\$ 2,000)	\$ 0	\$ 0	\$ 0
6. Permit Fees and Direct Expenses	\$ 1,600	\$ 400	\$ 1,200	\$ 0	\$ 3,200
7. Temporary Construction Easements	\$ 0	\$ 750	\$ 2,500	\$ 0	\$ 3,250
8. Title Reports (3 each)	\$ 0	\$ 0	\$ 1,350	\$ 0	\$ 1,350
TOTAL	\$ 13,200	(\$ 850)	\$ 8,850	\$ 2,400	\$ 23,600

C. CONSTRUCTION SERVICES

	<u>Base</u>	<u>Amend 1</u>	<u>Amend 2</u>	<u>Amend 3</u>	<u>Total</u>
1. Construction Administration	\$ 0	\$ 44,700	\$ 0	\$ 57,800	\$ 102,500
2. Construction Staking	\$ 0	\$ 28,000	\$ 0	\$ 22,000	\$ 50,000
3. Construction Observation	\$ 0	\$ 102,100	\$ 0	\$ 109,600	\$ 211,700
4. Record Drawings	\$ 0	\$ 6,000	\$ 0	\$ 6,000	\$ 12,000
5. Geotechnical Services	\$ 0	\$ 1,000	\$ 0	\$ 0	\$ 1,000
6. Monument Preservation	\$ 0	\$ 0	\$ 0	\$ 1,800	\$ 1,800
TOTAL	\$ 0	\$ 181,800	\$ 0	\$ 197,200	\$ 379,000

TOTAL BASE CONTRACT AMOUNT	\$ 162,300
TOTAL AMENDMENT 1	\$ 187,950
TOTAL AMENDMENT 2	\$ 176,050
TOTAL AMENDMENT 3	\$ 228,650
TOTAL CONTRACT AMOUNT	\$ 754,950

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 ENGINEER by the CITY.

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 _____, 2022.

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  _____
Mark A. Land, P.E., CFM, Vice President

Digitally signed by Mark A. Land, P.E.,
CFM
Date: 2022.02.28 10:31:46 -06'00'

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

Billing Classification/Level	Billing Rate	
Professional		
<i>Engineer, Landscape Architect, Land Surveyor, GIS, Environmental Scientist</i>		
<i>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>	