

AMENDMENT NO. 2
EXHIBIT A – SCOPE OF SERVICES
OF THE PROFESSIONAL SERVICES AGREEMENT TO
NW 36TH STREET AND NW STATE STREET INTERIM IMPROVEMENTS

This Amendment entered into this 21st day of March 2022 to the Professional Services Agreement dated April 5, 2021, 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 additional Professional Services associated with the addition of construction services for the NW 36th Street and NW State Street Interim Improvements, 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 SERVICES, replace the following paragraphs:

D. ADDITIONAL SERVICES

4. OPINION OF VALUATION

The PROFESSIONAL will provide an appraisal by a licensed commercial appraiser to establish the opinion of valuation for fee title, permanent easement, and temporary construction easement for all parcels with permanent acquisitions. One (1) appraisal of acquisition value is anticipated to be provided. Appraisal is required over the broker opinion of valuation due to the increase in size of the acquisitions and the overall anticipated value of the acquisition.

I. SCOPE OF SERVICES, 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 lead up to nine (9) 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 four (4) 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.
- 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. Water main pipe, water main critical crossings (if required), and structure adjustments (centerline pipe, top of pipe elevations, and hydrant structure offsets).
- e. Traffic signal poles, hand holes, and cabinets, including fiber optic handholes and cabinets (center locations with offsets and elevations).
- f. 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).
- g. Driveway pavement (paving hubs staked on 25' intervals and points of deflection, top of slab elevations).
- h. Roadway sidewalk/trail pavement (paving hubs staked on 50' intervals, offsets to a single edge with elevations).

- i. ADA compliance sidewalk (ADA ramp curb drops, top of ramp and landing/turning space/level operating locations, single edge, and corner offsets with elevations).
- j. Electrical (center light pole bases with offset).

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 lead 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, subdrain, 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.

II. WORK SCHEDULE

This 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. Construction Schedule is based on six-day work week. The milestone schedule is:

Replace with the following Section:

General Schedule for Preliminary and Final Design Agreement Items:

| | <u>Revised Date</u> <u>(Amendment 1)</u> | <u>Revised Date</u> <u>(Amendment 2)</u> |
|------------------------------------|---|---|
| Notice to Proceed | | |
| Preliminary Design | April – June 2021 | |
| Right Turn Lane Preliminary Design | September 24, 2021 | |
| Check Plan Preparation | October 15, 2021 | |
| Final Plan Preparation | November 19, 2021 | |
| Bid Letting | January 12, 2022 | February 15, 2022 |
| Construction | May – July 2022 | June 2 – August 2022 |
| Project Close Out | | September 2022 |

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 PLUS AMENDMENTS 1 AND 2

A. BASIC ENGINEERING SERVICES

| | BASE | AMEND # 1 | AMEND #2 | TOTAL |
|--|------------------|------------------|-------------|------------------|
| 1. Project Administration and Coordination | \$ 10,500 | \$ 2,000 | | \$ 12,500 |
| 2. Topographic Survey and Base Drawings | \$ 8,600 | | | \$ 8,600 |
| 3. Boundary Survey | \$ 3,200 | | | \$ 3,200 |
| 4. Preliminary Design and Plans | \$ 16,800 | | | \$ 16,800 |
| 5. Final Design and Plans | \$ 15,800 | \$ 16,900 | | \$ 32,700 |
| 6. Traffic Signal Design and Plans | \$ 10,900 | \$ 3,500 | | \$ 14,400 |
| 7. Utility Verification Test Holes (x6) | \$ 6,000 | \$ 800 | | \$ 6,800 |
| 8. Bid Period Assistance | \$ 3,100 | | | \$ 3,100 |
| TOTAL | \$ 74,900 | \$ 23,200 | | \$ 98,100 |

B. ADDITIONAL SERVICES

| | BASE | AMEND # 1 | AMEND #2 | TOTAL |
|---|-------------|-----------------|-----------------|-----------------|
| 1. Acquisition Plats | \$ 0 | \$ 2,000 | | \$ 2,000 |
| 2. Temporary Easement Documents and Temporary Right-of-Entry Documents | \$ 0 | \$ 1,000 | | \$ 1,000 |
| 3. Title Report | \$ 0 | \$ 450 | | \$ 450 |
| 4. Appraisal | \$ 0 | \$ 500 | \$ 1,700 | \$ 2,200 |
| 5. Right-of-Way Services | \$ 0 | \$ 2,900 | | \$ 2,900 |
| TOTAL | \$ 0 | \$ 6,850 | \$ 1,700 | \$ 8,550 |

C. CONSTRUCTION SERVICES

| | BASE | AMEND # 1 | AMEND #2 | TOTAL |
|--|-------------|--------------|------------------|------------------|
| 1. Construction Administration | \$ 0 | \$ 0 | \$ 13,300 | \$ 13,300 |
| 2. Traffic Signal and Fiber Optic Construction Administration | \$ 0 | \$ 0 | \$ 11,000 | \$ 11,000 |
| 3. Construction Staking | \$ 0 | \$ 0 | \$ 10,000 | \$ 10,000 |
| 4. Construction Observation | \$ 0 | \$ 0 | \$ 23,300 | \$ 23,300 |
| 5. Record Drawings | \$ 0 | \$ 0 | \$ 3,300 | \$ 3,300 |
| 6. Monument Preservation | | | \$ 1,500 | \$ 1,500 |
| TOTAL | \$ 0 | \$ 0 | \$ 62,400 | \$ 62,400 |
| TOTAL BASE AGREEMENT | | | | \$ 74,900 |
| TOTAL AMENDMENT 1 | | | | \$ 30,050 |
| TOTAL AMENDMENT 2 | | | | \$ 64,100 |
| TOTAL AGREEMENT | | | | \$169,050 |

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

 Mandy Hanson, Records Clerk

By _____
 Mark E. Holm, Mayor

ATTEST:

SNYDER & ASSOCIATES, INC.

Dawn M. Breeden

By _____
Donald P. Mamer

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> | |