

**AMENDMENT NO. 1
TO THE PROFESSIONAL SERVICES AGREEMENT
NW NORTHLAWN AREA UTILITY IMPROVEMENTS – PHASE 2
ANKENY, IOWA**

This Amendment entered into this 6th day of February, 2023, to the Professional Services Agreement dated June 7, 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 the Construction Services for the NW Northlawn Area Utility Improvements – Phase 2 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:

ARTICLE I. SCOPE OF WORK, SECTION C. CONSTRUCTION SERVICES,

Replace Section C of the original agreement with the following Section C:

C. CONSTRUCTION SERVICES

1. CONSTRUCTION ADMINISTRATION

- a. The PROFESSIONAL shall arrange and conduct a preconstruction conference with the Contractor and CLIENT to review the contract 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 assist the CLIENT with On-Call construction administration assistance throughout the duration of the construction project. This construction assistance may comprise of answering questions from the CLIENT, attend construction meetings, construction observation, and similar type work upon request of the CLIENT. The PROFESSIONAL has anticipated a maximum of 1 hours of assistance per week for approximately 30 weeks.
- d. The PROFESSIONAL shall attend a final walk through of the project and provide a certificate of project completion.

2. 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 grading and building contractor for machine control).
- b. Existing pavement removals and construction limits (100' intervals and points of deflection).
- c. Roadway sub-grade checks (Check stakes provided on centerline/100' intervals throughout the roadway).
- d. Storm sewer pipe, structures and structure adjustments (SUDAS station location offsets with flow line and rim/form grade/inlet elevations).
- e. Sanitary sewer pipe, structures and structure adjustments (SUDAS station location offsets with flow line and rim elevations).
- f. Hydrant locations, water main pipe, water critical crossings, structures and adjustments (Centerline pipe, top of pipe elevations, hydrant structure offsets).
- g. Roadway pavement pave-thrus 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 pavement (Paving hubs staked on 50' intervals and driveway edges. Offsets to a single edge to a pre-determined height).
- j. ADA compliance sidewalk (ADA ramp curb drops, top of ramp and landing/turning space locations, corner offsets with elevations).

- k. Roadway lighting (Center of pole locations) for relocation of wood poles back into existing ROW post-construction.

3. 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/observation phase including water main crosses, tees, and bends.
- b. Storm, sanitary and water main above ground structure location data.
- c. Record Drawing deliverables per the City of Ankeny Submittal requirements.

4. MONUMENT PRESERVATION

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.

Three (3) different monument preservation drawings are anticipated for this Phase.

ARTICLE IV. COMPENSATION AND TERMS OF PAYMENT, shall be amended as follows:

A. BASIC ENGINEERING SERVICES

	Base Contract	Amendment 1	Base Contract +Amendment 1
1. Project Administration and Coordination	\$14,000.00	\$0.00	\$14,000.00
2. Final Design and Construction Plan Preparation	\$34,400.00	\$0.00	\$34,400.00
3. Project Information Meeting	\$3,100.00	\$0.00	\$3,100.00
4. Bid Period Assistance	\$2,900.00	\$0.00	\$2,900.00
TOTAL	\$54,900.00	\$0.00	\$54,900.00

B. CONSTRUCTION SERVICES

	Base Contract	Amendment 1	Base Contract +Amendment 1
1. Construction Administration	\$0.00	\$11,000.00	\$11,000.00
2. Construction Staking	\$0.00	\$24,000.00	\$24,000.00
3. Record Drawings	\$0.00	\$6,000.00	\$6,000.00
4. Monument Preservation	\$0.00	\$2,500.00	\$2,500.00
TOTAL	\$0.00	\$43,500.00	\$43,500.00
TOTAL CONTRACT AMOUNT	\$54,900.00	\$43,500.00	\$98,400.00
TOTAL AMENDMENT NO. 1			\$43,500.00

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

Michelle Yuska
City Clerk, City of Ankeny

By _____
Mark E. Holm, Mayor

ATTEST:

SNYDER & ASSOCIATES, INC.

By _____
David N. Moeller, President