

## PROFESSIONAL CONSULTING SERVICES AMENDMENT NO. 1

### North Four Mile Creek Trunk Sewer

This **AMENDMENT**, made and entered into this 17<sup>th</sup> day of October, 2022, by and between the **CITY OF ANKENY, IOWA**, hereinafter referred to as the "City", and **FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC.**, hereinafter referred to as the "Consultant", for professional services in connection with the North Four Mile Creek Trunk Sewer hereby amends the original AGREEMENT dated March 7, 2022 as follows:

1. SCOPE OF SERVICES

Services provided under this AMENDMENT shall be as further described in Attachment 1, Scope of Services.

2. SCHEDULE

The schedule of the professional services to be performed shall conform to the Schedule set forth in Attachment 2. Any deviations from the Schedule shall be approved by the authorized City representative. The City agrees that the Consultant is not responsible for delays arising from a change in the scope of services, a change in the scale of the Project or delays resulting from causes not directly or indirectly related to the actions of the Consultant.

3. COMPENSATION

- 1) In consideration of the professional services provided herein, the City agrees to pay the Consultant the following fee, a maximum NOT-TO-EXCEED, including any authorized reimbursable expenses, pursuant to the Schedule of Fees set forth in Attachment 3.

I. <u>Real Estate Services</u>	\$ 11,500.00
<b>TOTAL</b>	<b>\$ 11,500.00</b>

THIS AMENDMENT is subject to all provisions of the original AGREEMENT.

THIS AMENDMENT, together with the original AGREEMENT, represents the entire and integrated AGREEMENT between the City and Consultant.

THIS AMENDMENT executed the day and year written above.

**FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC**

**CITY OF ANKENY, IOWA**

BY: \_\_\_\_\_  
Andy S. Floy, P.E.  
Lead Civil Engineer

BY: \_\_\_\_\_  
Mark E. Holm  
Mayor

WITNESS

ATTEST

\_\_\_\_\_  
Name: Patrick P. Kueter, P.E.

\_\_\_\_\_  
Name Michelle Yuska

Title: Client Director

Title: City Clerk

## Attachment No. 1 Scope of Services

### I. REAL ESTATE SERVICES (JCG LAND SERVICES, INC.)

The Consultant will retain the services of JCG Land Services, Inc. (JCG) to provide Real Estate Services required for the project as a Sub-Consultant to serve as the professional representative for both the Consultant and the City. The Consultant, with the assistance of JCG, will coordinate and manage the right-of-way acquisition process as an integral part of the management and scheduling of the project. Milestones and critical dates for completion of key elements of the right-of-way acquisition process will be identified and made a part of the project development plan and schedule. The objective is to start the acquisition process early and proceed to a timely conclusion of right-of-way acquisition. The Consultant, with the assistance of JCG, will coordinate specialists and subconsultants involved in right-of-way acquisition.

The real estate acquisition services will follow the Iowa DOT's Office of Right-of-Way's instructional manual for property acquisition, Right-of-Way Information Packet for Local Public Agency Federal/State-Aid Projects.

The following table summarizes the anticipated project right-of-way acquisitions, for which this scope of service task has been developed:

Parcel No.	Owner Name Parcel Address	Appraisal	Comp. Estimate	Fee Title (FE)	Temp. Ease. (TE)	Perm. Ease. (PE)
10	Dennis S. and Manda J. Elwell 5700 NE Sherman Ct		1		1	
11	Denny Elwell Family N/A		1		1	1
28	Courtyards at Harvest Ridge, LLC Outlot Y		1		1	
29	Courtyards at Harvest Ridge, LLC Outlot V		0		1	
	Totals		3	0	4	1

The work tasks to be performed by the Sub-Consultant under Real Estate Services shall include the following:

#### Task 1 - Preparation of Parcel Files

Parcels will be established based upon unity of ownership, unity of use, and contiguous land. Once the parcel has been defined, two separate files will be established according to the Iowa DOT Right-of-way Design Section Manual. It is estimated that parcel files will be prepared for 3 parcels. The parcel file records shall demonstrate compliance with applicable state/federal laws and requirements. The files shall include the following items:

- All Correspondence
- Title Documents
- Design Summary Information & Plat
- Appraisals and Review Appraisals
- Negotiator's Notes
- Administrative Settlement (if used)
- Copy of Signed Contracts
- Title Opinion
- Conveyance & Closing Documents
- Relocation Forms (if used)
- Relocation Agent's Notes (if used)
- Condemnation Documents (if used)

- **Right-of-Way Record Checklist**

### **Task 2 - Compensation Estimates**

Compensation estimates to offer just compensation will be prepared to acquire minor temporary acquisitions using Iowa DOT forms and standards. It is estimated that a compensation estimate will be prepared for three (3) properties.

Per IDOT I.M. No. 3.605, Compensation Estimates may be used for minor, uncomplicated acquisitions that are estimated between \$10,001 and \$25,000; however, if the landowner requests an appraisal, the LPA shall provide an appraisal. We have NOT included any appraisals or appraisal review reports in our estimates. Any landowner-requested appraisals beyond what has been assumed herein will be invoiced as a pass-through, reimbursable cost.

### **Task 3 - Appraisal Review (Task Not Included)**

Independent property appraisal review will be obtained from qualified professionals for each value finding type appraisal and for each before and after type of appraisal. Findings for compensation estimate types of evaluations will be reviewed by an independent right-of-way professional.

### **Task 4 - Right-of-Way Negotiations/Acquisitions**

The Sub-Consultant shall serve as the Consultant's and the City's professional representative for right-of-way negotiations/acquisitions. The Sub-Consultant shall abide by the provisions of the Iowa Code Chapter 543B regarding the requirements for persons who purchase real estate for another, including disclosure of agency provisions. The Sub-Consultant shall provide proof of valid Iowa licenses and proof of required errors and omissions insurance, and shall document the parcel files that the disclosure of agency was made.

The Sub-Consultant shall prepare all acquisition contracts and other documents necessary to secure the required right-of-way in compliance with state and federal law.

The Sub-Consultant shall deliver to each owner of interest, including tenants, acquisition brochures, offers to purchase, proposed contracts, and offers of relocation, and answer acquisition related questions from each owner of interest. The Sub-Consultant shall not offer an owner of interest an amount in excess of the approved compensation estimate without the prior approval of the City.

Upon successful completion of negotiations on a parcel, the Sub-Consultant shall audit the contract for correctness and verify all appropriate interests were acquired from the proper parties prior to submission to the City for approval.

When an agreement cannot be reached with an owner of interest through normal negotiation procedures, the Sub-Consultant shall review the parcel, giving full consideration to all pertinent data and make a recommendation as to whether a settlement should be attempted at an amount in excess of the original offer or whether to acquire the parcel by condemnation proceedings.

### **Task 5 - Closing**

The Sub-Consultant shall serve as the Consultant's and the City's professional representative as the closing agent during the performance of the closing process. The Sub-Consultant shall abide by the provisions of Iowa Code Chapter 543B regarding the requirements of persons who perform closings of real estate transactions (including the disclosure of agency provisions). The Sub-Consultant shall provide proof of valid Iowa licenses and proof of required errors and omissions insurance.

The Sub-Consultant shall prepare all documents necessary to secure the required right-of-way in compliance with state and federal law. The Sub-Consultant shall notify all mortgage(s), liens(s), and security interest(s) holders of the pending transaction, and prepare and obtain releases necessary to obtain merchantable title to real and personal property acquired.

The Sub-Consultant shall provide closing payment information and payee instructions to the City (acquiring authority) in their transmittal letter with the completed parcel file for the closing and payment process to be performed by the City. The City shall complete final closing and transfer document recording.

The Sub-Consultant shall schedule closings, obtain signatures of each owner of interest on conveyance documents and explain and answer questions related to the closing process. The City shall provide proper and prompt payment to owners of interest.

The City shall comply with all Internal Revenue Service (IRS) rules and regulations pertaining to Form 1099 reporting requirements. The City shall gather data required for reporting, report data to property owners, the IRS, and the Iowa Department of Revenue, and deliver the City these records for the period of time required by the IRS.

The City shall record each document necessary to transfer title.

**Task 6 - Condemnation Services (Task Not Included)**

Condemnation Services are not included in this Scope of Services and these services will be completed under a supplemental agreement to this contract and shall include any appraisal service updates, updating of title opinions, and testimony required for the condemnation process.

## **Attachment No. 2**

### **Schedule**

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The Consultant will complete the following phases of the Project in accordance with the schedule shown below. If unknown delays present themselves as the project proceeds through construction, the Consultant will work with the City to mutually adjust the schedule accordingly.

I. Real Estate Services

October 2022 to December 2022

## Attachment No. 3 Standard Rate Table

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### FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC 2022 STANDARD HOURLY RATE SCHEDULE

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
Director	\$208.00
Project Manager	\$178.00-\$205.00
Project Engineer	\$147.00-\$196.00
Staff Engineer	\$121.00-\$146.00
Planner	\$121.00-\$194.00
Project Scientist	\$121.00-\$147.00
Technology Manager	\$173.00
Technician	\$82.00-149.00
Construction Manager	\$173.00
Land Surveyor	\$138.00-\$173.00
Project Administrator	\$80.00-\$100.00
Administrative Assistant	\$60.00

#### REIMBURSABLE EXPENSES

1. All materials and supplies used in the performance of work on this project will be billed at cost.
2. Auto mileage will be reimbursed per the standard mileage reimbursement established by the Internal Revenue Service.
3. Charges for outside services such as soils and materials testing, fiscal, legal and all other direct expenses will be invoiced at cost.

#### ADJUSTMENTS TO FEE SCHEDULE

1. Fee schedule effective January 1, 2022. Rates subject to change annually on January 1.