



**HR GREEN, INC.**  
**PROFESSIONAL SERVICES AGREEMENT AMENDMENT NO. 2**

THIS AMENDMENT, made this 15<sup>th</sup> day of May 2023 by and between, the City of Ankeny (hereafter "CLIENT"), and HR GREEN, INC. (hereafter "COMPANY"), for professional services concerning:

**Oralabor Gateway Trail SW State Street Grade Separated Crossing  
and  
SW Oralabor Road and SW State Street Safety Improvements**

hereby amends the original Professional Services Agreement (AGREEMENT) dated February 7, 2022, as follows:

CLIENT and COMPANY agree to amend **2.0 SCOPE OF SERVICES** of the original Professional Services Agreement as follows:

**2.0 SCOPE OF SERVICES**

CLIENT agrees to employ COMPANY to perform the following services as part of THIS AMENDMENT:

- Phase 11.0 – Construction Phase Services

**2.11 Phase 11.0 – Construction Phase Services**

Following CLIENT's award of the Oralabor Gateway Trail, SW State Street Underpass, SW Oralabor Road and SW State Street Intersection Improvements contract to the Contractor, COMPANY shall proceed with Construction Phase Services. Construction Phase Services are based on a construction duration of two hundred twenty (220) working days.

***2.11.1 Project Management***

Coordinate efforts of COMPANY to provide efficient delivery of services to CLIENT. Communicate frequently to inform CLIENT of project progress. Prepare monthly invoices and progress reports which describe services complete for the period, effort anticipated in the next period, budget status, and any outstanding items critical to project delivery. Prepare cover letters with invoices briefly describing COMPANY'S progress relative to Contractor's construction progress. This task also includes the effort to coordinate and meet with the City and other project stakeholders and for internal team meetings to coordinate project schedule, budget and level of effort on an as-needed basis.

***2.11.2 Pre-construction and Progress Meetings***

Conduct one (1) pre-construction meeting after the award of the construction contract for CLIENT'S Contractor, subcontractors, Iowa DOT, utility companies, and other interested parties. Conduct one (1) pre-construction meeting prior to the start of construction in 2024 for CLIENT'S Contractor, subcontractors, utility companies, and other interested parties. COMPANY's Resident Observer and Construction Manager, shall attend up to forty-four (44) weekly progress meetings. Progress meetings will be held at the project site.

### **2.11.3 Contractor Submittal Review**

Review shop drawings, material submittals, samples, and other data, which the Contractor is required to submit, but only for conformance with design intent of the project plans and conformance with the Contract Documents.

The COMPANY anticipates shop drawing or material submittals for the Oralabor Gateway Trail, SW Oralabor Road & SW State Street Intersection Improvement portion of the project to include the following: storm sewer structures, traffic signal equipment, sidewalk detectable warning panels, subbase gradation, concrete mix design, guide sign posts, and pavement markings. COMPANY will evaluate and determine the acceptability of substitute materials and equipment proposed by the Contractor.

The COMPANY anticipates shop drawing or material submittals for the SW State Street Underpass and Retaining Wall portion of the project to include the following:

- Structural Concrete
- Reinforcing Steel
- Ornamental Metal Railing (4'-0" Height)
- Temporary Shoring
- Tunnel Barrel and Wall Rustication Treatment
- Structural Concrete Coating
- Anti-Graffiti Coating

The effort estimated for the submittal review task is based on the following assumptions:

- The shop drawing review process will occur electronically via the Doc Express platform. Neither paper copies, nor emailed PDF files, will be distributed separately.
- Each shop drawing submittal assumes the initial review will be returned with a request for revision and resubmittal. Therefore, each submittal will require a 2<sup>nd</sup> review to verify changes. The 2<sup>nd</sup> round of review will be returned with minimal comments and not require a third round of reviews.
- The COMPANY'S review of submittals will not require, or include any structural analysis.
- The COMPANY will set-up and maintain a spreadsheet to track all Shop Drawing and RFI submittals by the contractor.

### **2.11.4 Resident Observation**

Resident Observation is based on established personnel hours during the two hundred twenty (220) working days to reach substantial completion.

Personnel-hours to reach substantial completion are as follows:

- Four (4) personnel hours per day for forty-five (45) working days
- Eight (8) personnel hours per day for one hundred seventy-five (175) working days

Actual resident observation time may vary from, depending on weather, construction progress, and nature of construction work. COMPANY shall be entitled to request additional compensation if more than 1,580 hours of Resident Observation is requested by CLIENT. CLIENT may, at its discretion, provide additional construction observation assistance with its own personnel to augment the resident observation provided by COMPANY.



#### **2.11.5 Payment Applications**

Determine the amounts owed to the Contractor and recommend, in writing, payments to the Contractor in such amounts. Twelve (12) Contractor payment applications are included in this Scope of Services. Such recommendations of payment will constitute a representation to CLIENT, based on such observations and review that the work progressed to the point indicated, and that to the best of COMPANY'S knowledge, information, and belief, quality of such work is generally in accordance with the contract documents. In the case of unit price work, COMPANY'S recommendation of payment will include final determinations of the quantities and classifications of such work.

#### **2.11.6 Engineer Site Visits**

An engineer shall make visits to the site at regular intervals appropriate to the various stages of construction as COMPANY deems necessary to observe, as an experienced and qualified professional familiar with construction practices, the progress and quality of the various aspects of the Contractor's work. Based on information obtained during such visits and on such observations, the engineer shall determine, in general, if such work is proceeding in accordance with the plans, and COMPANY shall keep CLIENT informed of the progress of the work.

The primary purpose of **2.11.6 Engineer Site Visits** will be to enable the engineer to better carry out their duties and responsibilities during the construction phase and, in addition, by exercise of the engineer's efforts as an experienced and qualified professional, to provide for CLIENT a greater degree of confidence that the completed work of the Contractor will conform to the contract documents, and that the integrity of the design intent as reflected in the contract documents has been implemented and preserved by the Contractor.

During such site visits, the engineer shall not supervise, direct, or have control over the Contractor's work, nor shall the engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor for safety precautions and programs incident to the work or for any failure of the Contractor to comply with laws, rules, regulations, ordinances, codes, or orders applicable to the Contractor furnishing and performing his work.

During such visits, the engineer may disapprove of, or reject, the Contractor's work while it is in progress if the engineer believes that such work will not produce a completed project that conforms to the contract documents, or that it will prejudice the integrity of the design intent of the project as reflected in the contract documents.

#### **2.11.7 Clarifications and Change Orders**

COMPANY will issue interpretations and clarifications of the contract documents in response to Contractors Request for Information (RFI's), and in connection therewith, prepare change orders, when necessary. The COMPANY will provide a written response to RFI's via email. This Scope of Services includes up to eight (8) change orders.

The effort estimated for the review and response to RFI's is based on the following assumptions:

- The COMPANY will not be required to prepare formal plan revisions to the final design drawings.  
*Note: if requested, and authorized by Supplemental Agreement or Amendment, the COMPANY can provide this service.*
- The COMPANY's review of RFI's will not require, or include any structural analysis.



*Note: if requested, and authorized by Supplemental Agreement or Amendment, the COMPANY can provide this service.*

- The effort for this task is estimated at 44 hours, which assumes the following breakdown:
  - 8 RFI's for the Underpass and Retaining Wall portion of the project and an average of 3 hours / RFI for a total of 24 hours.
  - 10 RFI's for the Oralabor Gateway Trail, SW Oralabor Road, SW State Street Intersection Improvement portion of the project and an average of 2 hours / RFI for a total of 20 hours.

#### **2.11.8 Utility Coordination**

COMPANY will coordinate with affected private franchise utility companies in advance of, and during construction to help verify any potential field conflicts with existing facilities that were relocated following completion of design activities. No conflicts are anticipated at this time, though multiple facilities are in close proximity to proposed construction which may reveal conflicts during construction. COMPANY will determine if potential conflicts are revealed and recommend a course of action.

#### **2.11.9 Final Closeout**

COMPANY will conduct four (4) walk-through inspections with CLIENT and the Iowa Department of Transportation. The first and third inspection will be conducted to develop a punch list at the end of each year (Site), the second and forth to determine if the punch list and project is complete. With input from CLIENT and Iowa Department of Transportation, COMPANY will prepare a project completion punch-list for the Contractor. COMPANY will follow guidelines established by the Iowa DOT Office of Local Systems IM 6.110 in order to recommend, in writing, final payment to the Contractor and will give written notice to CLIENT and the Contractor that the work is acceptable.

COMPANY will complete applicable documentation as required by Iowa DOT and coordinate a final project audit with Iowa DOT staff.

COMPANY will assist CLIENT in preparation of Iowa DOT funding reimbursement requests. These will be prepared by COMPANY and reviewed by CLIENT prior to submittal to the Iowa DOT for approval.

#### **2.11.10 Material Testing**

COMPANY will partner with a subconsultant, Terracon Consultants, Inc. (hereafter "TERRACON"), to perform Proctor tests, compaction testing, and moisture control testing of modified subbase and subgrade soils, compressive strength testing for Portland Cement Concrete (PCC) mixes used for paving on the project. Five (5) 4" x 8" cylinders will be prepared by the COMPANY per pour. Breaks will be completed at three (3) days, seven (7) days, and twenty-eight (28) days. Two (2) breaks are anticipated at 28 days. This Scope of Services includes up to 30 concrete pavement pours (120 cylinders).

Cylinders will also be prepared by the COMPANY and tested for traffic signal and pedestrian pushbutton pole foundations. Two (2) 4" x 8" cylinders will be prepared per foundation. Breaks will be completed at seven (7) days and 28 days. This Scope of Services includes up to twelve (12) foundations (24 cylinders).

Flexural strength beams will also be prepared by the COMPANY and tested for RCB and wall fascia concrete. Three (3) 6" x 6"x 20" beams will be prepared per pour. Breaks will be completed at seven (7) days and 28 days.

#### **2.11.11 Right-of-Way Survey**

COMPANY will partner with a subconsultant, Nilles Associates, Inc. (hereafter "NILLES") to perform final right-of-way survey services for the project. Right-of-way and easements will be staked at the onset of construction for Contractor's information. Final right-of-way corners will be surveyed and set following completion of construction activities. The Contractor will be responsible for preserving original right-of-way and easement stakes set by NILLES. If original right-of-way easement stakes are carelessly or willfully destroyed by the Contractor, re-staking will be charged to the Contractor. NILLES will prepare monument preservation certificates and record with the County Recorder's office. Copies of the certificates will be provided to CLIENT

#### **2.11.12 Construction Survey**

COMPANY will partner with NILLES to perform construction survey for the project as follows.

##### Project Control

- Set control points as needed during construction.

##### Paving and Utilities

- Stake roadway, driveway, and sidewalk paving
- Stake intersection back of curb and curb ramp locations.
- Stake storm sewer structures and water main appurtenances.

##### Reinforced Concrete Box Culvert

- Stake the location of the box culvert, wing walls, and related appurtenances

##### Traffic Signals

- Stake the desired location of traffic signal poles, new pedestrian pushbutton poles, and associated handholes.

##### Miscellaneous

- Removals
- Permanent Signing
- Lighting

The Contractor will be responsible for preserving original stakes set by COMPANY. If original survey stakes, hubs or marks are carelessly or willfully destroyed by the Contractor, re-staking will be charged to the Contractor.

#### **2.11.13 As-Built Survey**

COMPANY will partner with NILLES to perform construction survey in accordance with CLIENT's Pre-Construction and Post-Construction Submittal Requirements for all Public and Private Projects (effective 07/01/2021). Features surveyed will include storm sewer structures, water main appurtenances, tunnel, walls, traffic signal and pedestrian pushbutton poles, traffic signal and fiber optic handholes and cabinets, signposts, and street lights. Traffic signal conduits, fiber optic conduits, and water main fittings will also be surveyed at the time of installation and prior to backfill and finish grading.



#### ***2.11.14 As-Built Record Drawings***

COMPANY will prepare post-construction record drawings based on marked-up drawings, as-built survey, and other data furnished by the Contractor and the Resident Observer defining the actual location of roadway improvements, sewer structures, water main fittings, tunnel, walls, and traffic signal conduits, equipment, and fixtures. Record drawings deliverables will be prepared in accordance with CLIENT'S Pre-Construction and Post-Construction Submittal Requirements for all Public and Private Projects (effective 07/01/2021).

### **2.12 Phase 12.0 – Construction Phase Services – Fiber Optic Relocation Project**

Following CLIENT's award of the City let SW State Street Fiber Optic Relocation – SW Oralabor Road to SW Prairie Trail Parkway Project (Fiber Optic Relocation Project) contract to the Contractor, COMPANY shall proceed with Construction Phase Services. Construction Phase Services are based on a construction duration through November 30, 2023.

#### ***2.12.1 Project Management – Fiber Optic Relocation Project***

Prepare monthly invoices and progress reports which describe services complete for the period, effort anticipated in the next period, budget status, and any outstanding items critical to project delivery. Prepare cover letters with invoices briefly describing COMPANY'S progress relative to Contractor's construction progress.

#### ***2.12.2 Pre-construction and Progress Meetings – Fiber Optic Relocation Project***

Pre-Construction meeting was held on February 15<sup>th</sup>, 2023 with CLIENT and Contractor. Meeting hours were covered from left over hours from Fiber Optic Relocation Design Project. It is anticipated that the Fiber Optic Relocation Design Project will be closed out once this agreement is in effect. COMPANY's Project Manager and Construction Manager attended Pre-Construction Meeting. Up to five (5) progress meetings are included in this scope to be schedule as determined necessary during construction. Progress meetings will be held at the project site.

#### ***2.12.3 Contractor Submittal Review – Fiber Optic Relocation Project***

Review shop drawings, material submittals, samples, and other data, which the Contractor is required to submit, but only for conformance with design intent of the project plans and conformance with the Contract Documents. COMPANY anticipates shop drawing or material submittals for traffic signal and fiber optic cable equipment. COMPANY will evaluate and determine the acceptability of substitute materials and equipment proposed by the Contractor.

#### ***2.12.4 Resident Observation – Fiber Optic Relocation Project***

Daily Resident Observation is not anticipated or included as part of this Scope of Services for the purposes of the Fiber Optic Relocation Project. Rather intermittent observation site visits are anticipated by the Construction Project Manager. It is anticipated that intermittent observation site visits will be made at various points of construction. 16 hours of intermittent observation time is included within this Scope of Services. The Fiber Optic Relocation Design Project – Project Manager will make visits per Task 2.12.6.

#### ***2.12.5 Payment Applications – Fiber Optic Relocation Project***

Determine the amounts owed to the Contractor and recommend, in writing, payments to the Contractor in such amounts. Four (4) Contractor payment applications are included in this Scope of Services for the purposes of the Fiber Optic Relocation Project. In the case of unit price work,





COMPANY'S recommendation of payment will include final determinations of the quantities and classifications of such work.

#### ***2.12.6 Engineer Site Visits – Fiber Optic Relocation Project***

An engineer shall make visits to the site at regular intervals appropriate to the various stages of construction as COMPANY deems necessary to observe, as an experienced and qualified professional familiar with construction practices, the progress and quality of the various aspects of the Contractor's work. Based on information obtained during such visits and on such observations, the engineer shall determine, in general, if such work is proceeding in accordance with the plans, and COMPANY shall keep CLIENT informed of the progress of the work. 16 hours is included within this Scope of Services.

The primary purpose of ***2.12.6 Engineer Site Visits*** will be to enable the engineer to better carry out their duties and responsibilities during the construction phase and, in addition, by exercise of the engineer's efforts as an experienced and qualified professional, to provide for CLIENT a greater degree of confidence that the completed work of the Contractor will conform to the contract documents, and that the integrity of the design intent as reflected in the contract documents has been implemented and preserved by the Contractor.

During such site visits, the engineer shall not supervise, direct, or have control over the Contractor's work, nor shall the engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor for safety precautions and programs incident to the work or for any failure of the Contractor to comply with laws, rules, regulations, ordinances, codes, or orders applicable to the Contractor furnishing and performing his work.

During such visits, the engineer may disapprove of, or reject, the Contractor's work while it is in progress if the engineer believes that such work will not produce a completed project that conforms to the contract documents, or that it will prejudice the integrity of the design intent of the project as reflected in the contract documents.

#### ***2.12.7 Clarifications and Change Orders – Fiber Optic Relocation Project***

COMPANY will issue interpretations and clarifications of the contract documents, and in connection therewith, prepare change orders. This Scope of Services includes up to two (2) change orders in addition to the planned change orders described below:

- None anticipated at this time

#### ***2.12.8 Utility Coordination – Fiber Optic Relocation Project***

COMPANY will coordinate, as required, with affected private franchise utility companies in advance of, and during, construction to help verify any potential field conflicts with existing facilities. No conflicts are anticipated at this time, though multiple facilities are in close proximity to proposed construction which may reveal conflicts during construction. COMPANY will determine if potential conflicts are revealed and recommend a course of action. COMPANY will coordinate with Northern Natural Gas concerning their existing line across SW State Street, north of SW Plaza Parkway.

#### ***2.12.9 Final Closeout – Fiber Optic Relocation Project***

COMPANY will conduct two (2) walk-through inspections with CLIENT. The first inspection will be conducted to develop a punch list, the second to determine if the punch list and project is complete. With input from CLIENT, COMPANY will prepare a project completion punch-list for the Contractor. COMPANY will follow guidelines established by CLIENT in order to recommend, in writing, final

payment to the Contractor and will give written notice to CLIENT and the Contractor that the work is acceptable.

**2.12.10 Material Testing – Fiber Optic Relocation Project**

COMPANY will partner with a subconsultant, Terracon Consultants, Inc. (hereafter "TERRACON"), to perform compressive strength testing for Portland Cement Concrete (PCC) mixes used for traffic signal cabinet footing. Two (2) 4" x 8" cylinders will be prepared. Breaks will be completed at seven 7 days and 28 days. This Scope of Services includes up to 1 concrete pavement pours (2 cylinders) for purposes of the Fiber Optic Relocation Project. COMPANY will assist CLIENT with review of fiber optic cable OTDR test results provided by the Contractor.

**2.12.11 Right-of-Way Survey – Fiber Optic Relocation Project**

Not required for Fiber Optic Relocation Project.

**2.12.12 Construction Survey – Fiber Optic Relocation Project**

COMPANY will stake location of traffic signal cabinet footing and handholes as part of the Fiber Optic Relocation Design Project, elevations will be provided.

**2.12.13 As-Built Survey – Fiber Optic Relocation Project**

COMPANY will partner with NILLES to perform construction survey for traffic signal handholes, cabinets, traffic signal conduits, fiber optic conduits and handholes, will be surveyed at the time of installation and prior to backfill and finish grading.

**2.12.14 As-Built Record Drawings – Fiber Optic Relocation Project**

COMPANY will prepare post-construction record drawings per City standards based on marked-up drawings, as-built survey, and other data furnished by the Contractor defining the actual location of traffic signal and fiber optic equipment, conduits, and handholes.

**2.13 Phase 13.0 – Final Design Support for Construction**

COMPANY will provide final design effort to construction and support construction including lighting design, utility coordination, and staging.

**2.13.1 Lighting Design**

COMPANY will provide lighting design for changes in locations between the outsides and middle of typical roadway sections.

**2.13.2 Utility Coordination**

COMPANY will provide utility coordination efforts including providing design locations for utility companies/contractors. This also includes communication and coordination with utility companies/contractors.

**2.13.1 Staging Design**

COMPANY will provide staging design for pedestrian detours originally not included in project scope and provide designs for minimum closures through the intersection.





The CLIENT and COMPANY agree to amend **3.0 SCHEDULE AND DELIVERABLES INCLUDED IN THIS AGREEMENT** of the original Professional Services Agreement as follows:

### **3.0 SCHEDULE AND DELIVERABLES INCLUDED IN THIS AGREEMENT**

#### **3.1 Schedule**

The following schedule was prepared based on a two hundred twenty (220) working day schedule and the effort required to complete **2.11 Phase 11.0 – Construction Phase Services** for the Oralabor Gateway Trail SW State Street Grade Separated Crossing and SW Oralabor Road and SW State Street Safety Improvements project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in the scope of the project requested by CLIENT or for delays or other causes beyond the control of COMPANY.

- |   |                   |
|---|-------------------|
| • Pre-Construction Meeting                            | April 28, 2023    |
| • Begin Resident Observation                          | June 5, 2023      |
| • Interim Project Substantial Completion (Stages 1-5) | November 15, 2023 |
| • Overall Project Substantial Completion (Stages 6-9) | November 15, 2024 |
| • Pre-Construction Meeting (Fiber)                    | February 15, 2023 |
| • Traffic Signal Installation (Fiber)                 | April 5, 2023     |
| • Overall Project Substantial Completion (Fiber)      | November 3, 2023  |

#### **3.2 Deliverables**

The following deliverables are included within this Scope of Services:

- Pre-construction meeting notices, agenda, and minutes
- Progress meeting agenda and minutes
- Copies of reviewed Contractor submittals
- Emailed responses to RFI's
- Daily observation and site visit notes; weekly report of working days; quantity measurements and tabulations; and construction related reports will be documented in Appia
- Payment Applications
- Change Orders
- Project Documents will be placed in DocExpress in accordance with Iowa DOT Office of Local Systems guidelines
- Punch-lists at Substantial Completion and at Final Completion
- Documents to complete Iowa DOT Office of Local Systems IM 6.110, including but not limited to:
  - Davis-Bacon compliance/payroll reviews and interviews
  - Project and job board review
  - DBE Commercially Useful Function form
  - Non-compliance form
  - Notice of Suspension and Resumption of work
  - Statement of Completion and Final Acceptance Form
  - Interest Payment Information form
  - Contractor evaluations
  - Pre-audit checklist
  - Audit of Final Pay Estimate
- Engineer's Certificate of Completion
- Post-construction Submittal of Record Drawings



CLIENT and COMPANY agree to amend **4.0 ITEMS NOT INCLUDED IN THIS AGREEMENT** of the original Professional Services Agreement as follows:

#### **4.0 ITEMS NOT INCLUDED IN THIS AGREEMENT**

The following items are not included as part of this Agreement:

- Design plan modifications requested by CLIENT or Contractor during construction.
- Hazardous materials investigations and testing.
- Geotechnical investigations or soil mitigation plans.
- Costs associated with project delay or scope changes outside the control of COMPANY.
- Preparation of utility relocation plans
- Coordination and meetings with property owners, local interest groups, City Council, or public.

Supplemental services not included in this Agreement can be provided by COMPANY under separate agreement, if desired.

CLIENT and COMPANY agree to amend **5.0 CLIENT RESPONSIBILITIES** of the original Professional Services Agreement as follows:

#### **5.0 CLIENT RESPONSIBILITIES**

COMPANY will rely on CLIENT for the following items:

- Confirm staked locations of traffic signal poles prior to construction by the Contractor.
- Provide meeting time and location for Pre-construction Meeting.
- Participate in Final Closeout activities.
- Approve Payment Applications.



CLIENT and COMPANY agree to amend **6.0 PROFESSIONAL SERVICES FEE** of the original Professional Services Agreement as follows:

## **6.0 PROFESSIONAL SERVICES FEE**

### **6.5 Payment**

In consideration for these services, CLIENT agrees to adjust the payment for services performed by COMPANY on a Time and Material basis with a Not-to-Exceed fee to be increased by **\$457,313.00** summarized as follows:

<b>Phase 11.0 - Construction Phase Services - Intersection Improvements and Underpass</b>		
Task 11.01	Project Management	\$ 40,896.00
Task 11.02	Pre-Construction and Progress Meetings	\$ 20,014.00
Task 11.03	Contractor Submittal Reviews	\$ 19,380.00
Task 11.04	Resident Observations	\$ 195,125.00
Task 11.05	Payment Applications	\$ 4,800.00
Task 11.06	Engineer Site Visits	\$ 20,466.00
Task 11.07	Clarifications and Changer Orders	\$ 12,800.00
Task 11.08	Utility Coordination	\$ 4,920.00
Task 11.09	Final Closeout	\$ 23,820.00
Task 11.10	Material Testing	\$ 19,540.00
Task 11.11	Right-of-Way Survey	\$ 6,000.00
Task 11.12	Construction Survey	\$ 33,000.00
Task 11.13	As-Built Survey	\$ 3,000.00
Task 11.14	As-Built Record Drawings	\$ 7,720.00
<b>Phase Subtotal</b>		<b>\$ 411,481.00</b>



**Phase 12.0 - Construction Phase Services - Fiber Optic Relocation**

Task 12.01	Project Management	\$ 3,928.00
Task 12.02	Pre-Construction and Progress Meetings	\$ 3,840.00
Task 12.03	Contractor Submittal Reviews	\$ 1,260.00
Task 12.04	Resident Observations	\$ 3,520.00
Task 12.05	Payment Applications	\$ 2,600.00
Task 12.06	Engineer Site Visits	\$ 3,394.00
Task 12.07	Clarifications and Changer Orders	\$ 1,280.00
Task 12.08	Utility Coordination	\$ 840.00
Task 12.09	Final Closeout	\$ 3,440.00
Task 12.10	Material Testing and OTDR Testing	\$ 660.00
Task 12.11	Right-of-Way Survey -	\$ -
Task 12.12	Construction Survey	\$ 1,650.00
Task 12.13	As-Built Survey	\$ 2,820.00
Task 12.14	As-Built Record Drawings	\$ 2,600.00
<b>Phase Subtotal</b>		<b>\$ 31,832.00</b>

**Phase 13.0 - Final Design Support for Construction**

Task 13.01	Lighting Design	\$ 5,250.00
Task 13.02	Utility Coordination	\$ 5,250.00
Task 13.03	Staging Revisions	\$ 3,500.00
<b>Phase Subtotal</b>		<b>\$ 14,000.00</b>



The summary above is provided for information purposes. Fee for each Task and Phase may be reallocated to other Tasks and Phases based on project workflow.

The total authorized compensation after this Amendment, including the original Professional Services Agreement, is **Eight Hundred Twenty-Nine Thousand Five Hundred Thirteen Dollars (\$829,513.00).**

THIS AMENDMENT is subject to all provisions of the original Professional Services Agreement.

THIS AMENDMENT, together with the original Professional Services Agreement represents the entire and integrated AGREEMENT between CLIENT and COMPANY.

THIS AMENDMENT executed the day and year written above.

HR GREEN, INC.

Approved by:

A handwritten signature in black ink, appearing to read 'Andrew Mrowicki', written over a horizontal line.

Printed/Typed Name: Andrew Mrowicki, PE

Title: President - Construction Date: May 8, 2023

CITY OF ANKENY

Accepted by:

Printed/Typed Name: Mark E. Holm

Title: Mayor Date: \_\_\_\_\_

Attest:

Printed/Typed Name: Michelle Yuska

Title: City Clerk Date: \_\_\_\_\_