



## Amendment No. 1

**To: City of Ankeny  
Gary Lorenz  
410 West First Street  
Ankeny, Iowa 50023**

**Date of Issuance: July 15, 2019  
MSA Project No: 09085040  
Ankeny Finance Project Number  
936.4210**

This is an amendment to the Agreement dated March 4, 2019 by and between the CITY OF ANKENY (OWNER) AND MSA PROFESSIONAL SERVICES, INC. (MSA) and acknowledges that MSA is authorized to begin work on the following project amendment:

**Project Name:** SE Magazine Road Sidewalk Upgrade - Phase 3

**The scope of the work authorized is:** See Attached

**The Total Cost Not to Exceed for Amendment #1 is:** \$31,400.00

Authorization for the work described above shall amend the Agreement between MSA and OWNER. Any attachments or exhibits referenced in this Amendment are made part of the Agreement. Payment for these services will be on a lump sum basis.

**Approval:** MSA shall commence work on this project in accordance with your written authorization. This authorization is acknowledged by signature of the authorized representatives of the parties to this Amendment. A copy of this Amendment signed by the authorized representatives shall be returned for our files. If a signed copy of this Authorization is not received by MSA within seven days from the date of issuance, MSA may stop work on the project.

### CITY OF ANKENY

### MSA PROFESSIONAL SERVICES, INC.

A handwritten signature in blue ink that reads "Nichole Sungren".

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Gary Lorenz

Mayor

Date: \_\_\_\_\_

Phone: (515) 965-6400

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Nichole Sungren, P.E.

Team Leader

Date: July 15, 2019

A handwritten signature in blue ink that reads "J. Miller".

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Jason Miller, P.E.

Vice President

Date: July 15, 2019

Phone: (515) 964-1920

**Amendment 1 – Construction Phase Services**

1. CONSTRUCTION ADMINISTRATION PHASE \$9,000.00
  - a. Meet with the Owner to determine project construction requirements, provide periodic updates of the project progress, and discuss any relevant issues concerning the project.
  - b. Conduct a preconstruction conference with all interested parties at Public Services Building;
    - i. Prepare and distribute minutes and agenda
  - c. Receive and review any and all schedules that contractor has submitted, including progress schedule and schedule of Values.
  - d. Review and approve shop drawings, samples and other construction related materials;
  - e. Recommend Change orders to Owner as appropriate and prepare same.
  - f. Provide one copy of all Contractor Submittals to Owner
  - g. Attend weekly construction meetings for an assumed construction contract length of 30 working days for final completion.
  - h. Prepare, review and recommend contractor's application for payment on OWNER standard form;
  - i. Prepare project close out documents, including punch list of noncompliant construction features and owners certificate of completion.
  - j. Perform internal quality review to assure compliance with OWNER's intent.
  - k. Coordinate internal Staff to assure compliance with OWNER's intent
  - l. Prepare Project Correspondence.
  - m. Prepare and submit invoices. Invoices shall be submitted monthly and are payable within 30 days of receipt.
2. CONSTRUCTION STAKING \$6,500.00
  - a. Conventional Grading:
    - i. Set slope stakes left and right (nails or wood hubs) at 100 foot intervals, or less if needed, for all embankment or roadway excavation. Mark slope stakes with wooden lath depicting station, offset, and elevation reference (cut or fill) to all pertinent breaks in the slope.
    - ii. In lieu of slope stakes, set a 100 foot grid with lath over project limits for mass grading with cut or fill marked for finished grade elevation. Finished grade refers to the finished surface of construction (top of paving for paved areas, top of black dirt for unpaved areas).
    - iii. For paved areas, in addition to the 100 foot grid, set lath at appropriate offsets around the perimeter at 50 foot intervals, high and low points, and points of inflection. Mark lath with cut or fill to finished grade (top of paving).
    - iv. For building pads, set lath at appropriate offsets for building corners or gridlines. Provide a semi-permanent benchmark, consisting of a 2 foot wooden hub or rebar, set to the same elevation as the proposed finished floor elevation.
    - v. Set finished grade stakes (blue tops) at 100 foot intervals at both edges of paving and along centerline for roadways, and in a 100 foot grid in parking areas. Mark blue tops with a stake chaser or similar method.
  - b. Conventional Paving (Includes 1 set of stakes):
    - i. Set paving hubs at appropriate offsets around perimeter of paved areas. Place hubs at grade breaks (high and low points), points of horizontal deflection (bends), and 25 foot intervals in between. Label stakes with offset distance and elevation reference to the top of paving.
    - ii. For paving areas wider than 60 feet, set paving hubs at appropriate offsets on 25 foot intervals along interior bays or drive lanes. Label stakes with offset distance and elevation reference to the top of paving.
    - iii. Place stakes for curb drop locations for sidewalk ramps and driveways. Set hubs on both sides of the drop curb at the bottom of the drop to ensure the appropriate width of curb opening is achieved. Label stakes with offset distance and elevation reference to top of paving.
    - iv. Place stakes for sidewalks and trails on one side only at appropriate offsets. Place

### SE Magazine Road Sidewalk Upgrade – Phase 3

- stakes at 50 foot intervals in straight and level sections and 25 foot intervals for horizontal or vertical curves. Label stakes with offset distance and elevation reference to the top of paving.
- c. Resetting of Survey Monuments
    - i. If any Monuments are disturbed or removed during construction, they shall be reset at their original location and a Monumentation Preservation Plat in accordance with Senate File 2276 shall be prepared and filed with the Polk County Recorder.
3. CONSTRUCTION OBSERVATION PHASE \$12,600.00
- a. Provide on-site observation to determine the amount, quality, acceptability, and fitness of the work, materials and equipment, which are to be paid for under the contract, and to reject or condemn work, material or equipment which does not conform to the terms of the contract.
    - i. Onsite (part-time) observations have been assumed to be performed for 30 working days at 4 hours/day, as well as 12 hours of onsite engineering observation for a total of 132 hours.
    - ii. Defective work: Reject work if, on the basis of observations, engineer believes that either such work is defective under the standards of the contract documents, or will not produce a completed project that conforms to the contract documents.
  - b. Conduct periodic onsite meetings with Contractor to assist in the coordination of the work.
4. SIDEWALK AND CURB RAMP COMPLIANCE \$1,700.00
- a. Provide initial review of the Pedestrian Facility plan compliance per the Ankeny Supplemental Specifications Section 7030.3.12B. Partial acceptance will not be made.
  - b. Provide plan compliance inspection of the pedestrian facilities using a digital smart level per the Ankeny Supplemental Specifications Section 7030.3.12C.
    - i. Compliance inspection will be completed for the 12 curb ramps per project plans.
    - ii. Includes completion of City of Ankeny as-built pedestrian crossing compliance forms.
5. POST CONSTRUCTION PHASE \$1,600.00
- a. Tabular text file of centimeter-level survey-grade X, Y, Z data in State-Plane Coordinates and Sea Level Elevation.
    - i. The text file must contain the total station survey-grade X, Y, Z data and the feature type identifier for:
      - 1. All manholes, intakes, cleanouts, aprons, hydrants, hydrant valves, mainline valves, and water shut offs.
      - 2. Data shall be collected at the SUDAS Location Station. Two shots shall be taken on SW-503 and SW-506.
  - b. One (1) half-size (11x17) paper set of the post-construction record drawings.
    - i. This set is to be double-sided and is to be either spiral bound or screw bound.
    - ii. Cross-sections for Arterial and Interstate projects are to be bound separately from the rest of the plan set.
  - c. One (1) half-size (11x17) PDF set of the post-construction record drawings.
    - i. To ensure proper scale, all sheets contained in the PDF set are to be saved directly from the CAD drawing and not scanned in.
    - ii. Cross-sections for Arterial and Interstate projects are to be a separate PDF from the rest of the plan set.
  - d. All files are to be submitted to Zak Keninger, Engineering Technician, at: ZKeninger@Ankenylowa.gov.

**Items Not Included in Amendment #1 Services**

**1. Additional Meetings**

Attendance at any such meetings that are not specifically addressed above shall be considered above and beyond the scope of services as identified herein.

**2. Additional Stakes**

Additional stakes, due to the Contractor's negligence, will be at the Contractor's expense. The Engineer will notify the City, in writing (email) of the staking needs prior to staking in the field.

**3. Sidewalk and Curb Ramp Compliance Dispute Resolution**

If in the event the Contractor does not agree with the Engineer regarding compliance per City of Ankeny Supplemental Specifications Section 7030.3.12.C, any additional time required by the Engineer for dispute resolution will be considered out of scope unless Section 7030.3.12.D.2 is found to be in effect.

**4. Additional Construction Observation Services**

Working days will be charged for Sundays and recognized legal holidays the Contractor does work and will be included in the assumed contract construction observation fee. Working days will not be charged for Saturdays that the Contractor does work, unless a mandatory six-day workweek is specified in the contract documents. If the Contractor chooses to work Saturdays, the Owner will be notified at the next weekly construction meeting and the number of Saturdays worked will be monitored. If in the event the number of construction observation hours exceeds the assumed contract hours due to Contractor's Saturday work, this will result in a contract amendment.

Construction observation hours based on assumptions made per Section 3.a.i. of this contract. If in the event the number of construction observation hours has the potential to exceed the assumed contract hours, the Engineer will notify the Owner prior to this occurring and will request a contract amendment to proceed.

## **Duties, Responsibilities, and Limitations of Authority of Resident Project Representative**

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Agreement is supplemented to include the following agreement of the parties:

### **D1.01 Resident Project Representative**

- A. Engineer shall furnish a Resident Project Representative (“RPR”) to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree.
- B. Through RPR's observations of Contractor's work in progress and field checks of materials and equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, during such RPR field checks or as a result of such RPR observations of Contractor's work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for security or safety at the Site, for safety precautions and programs incident to any contractor's work in progress, or for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's performing and furnishing of its work. The Engineer (including RPR) neither guarantee the performances of any contractor nor assumes responsibility for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- C. The duties and responsibilities of the RPR are as follows:
  - 1. *General:* RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the Contractor's work in progress shall in general be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
  - 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.
  - 3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
  - 4. *Liaison:*
    - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the intent of the Contract Documents.
    - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
    - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.

5. *Interpretation of Contract Documents:* Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
6. *Shop Drawings and Samples:*
  - a. Record date of receipt of Samples and approved Shop Drawings.
  - b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
  - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.
7. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer. Transmit to Contractor, in writing, decisions as issued by Engineer.
8. *Review of Work and Rejection of Defective Work:*
  - a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
  - b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.
9. *Inspections, Tests, and System Start-ups:*
  - a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
  - b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
  - c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
  - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to Engineer.

10. *Records:*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all change orders, field orders, work change directives, addenda, additional Drawings issued subsequent to the execution of the Construction Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Working day reports, weather conditions, data relative to questions of change orders, field orders, work change directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- d. Maintain records for use in preparing Project documentation.
- e. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

11. *Reports:*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed change orders. Obtain backup material from Contractor.
- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern.

12. *Payment Requests:* Review applications for payment, on OWNER standard form, with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

13. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

14. *Completion:*

- a. Participate in visits to the Project to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.
- b. Participate in a final visit to the Project in the company of Engineer, Owner, and Contractor, and prepare a final list of items to be completed and deficiencies to be remedied.

D. Resident Project Representative shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Engineer's authority as set forth in this Agreement.
3. Undertake any of the responsibilities of Contractor, Subcontractors or Suppliers.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work, beyond those defined within the contract documents.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept shop drawing or sample submittals from anyone other than Contractor.