



**Amendment
No. 2**

**To: City of Ankeny
Mark E. Holm
410 W. First St.
Ankeny, IA 50023**

Date of Issuance: August 7, 2023

MSA Project No.: 09085056

This is an amendment to the Agreement dated July 18, 2022 and does acknowledge that MSA Professional Services, Inc. (MSA) is authorized to begin work on the following project amendment:

Project Name: Uptown Parking Improvements

The scope of the work authorized is: Construction Services - See Attached

The estimated fee for the work: \$9,600

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 time and materials 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.

Mark E. Holm
Mayor
Date: _____

Nichole Sungren
Team Leader/Project Manager
Date: 07/27/2023

Attest:

Michelle Yuska
City Clerk
Date: _____
410 W. First St.
Ankeny, IA 50023
Phone: 515-965-6400

Jake Huck, P.E.
Regional Public Works Manager
Date: 07/27/2023
1555 SE Delaware Ave., Suite F
Ankeny, IA 50021
Phone: 515-964-1920

SCOPE OF SERVICES

Amendment 1 – Construction Administration and Staking Services

MSA will provide services as set forth below.

1. Construction Administration

- Meet with the Owner to determine project construction requirements, provide periodic updates of the project progress, and discuss any relevant issues concerning the project.
- Conduct a preconstruction conference at the PSB with all interested parties in-person;
 - i. Set up meeting and distribute electronic meeting invitation
 - ii. Prepare and distribute agenda and minutes
- Receive and review all schedules that contractor has submitted, including progress schedule.
- Review and approve shop drawings, submittals, samples and other construction related materials;
 - i. Provide one copy of all Contractor Submittals to Owner
- Recommend Change orders to Owner as appropriate and prepare same.
 - i. Review and recommend change orders to OWNER for payment
 - ii. Prepare any associated plan sheet revisions due to the Change Order requests and provide PDF copies of revised plan sheets to OWNER and Contractor
- Prepare project close out documents, including owners' certificate of completion.
- Perform internal quality review to assure compliance with OWNER's intent.
- Prepare Project Correspondence.
 - i. MSA to draft a letter to adjacent property owners alerting them to the beginning of construction and their point of contact.
 - 1. The City will review and mail the final letter.
 - ii. All other emails and calls logs from discussions with the Contractor, City staff or project owners to document design questions or field changes
- Prepare and submit MSA engineering invoices. Invoices shall be submitted monthly and are payable within 30 days of receipt.

2. Construction Staking

- Provide onsite construction staking to meet the requirements of SUDAS section 11,010 – Construction Survey.
- Engineer shall provide one set of stakes for each of the following:
 - i. Pavement
 - 1. Includes sidewalk and ADA ramps
 - ii. Utility adjustments
- An assumption of one (1) site visit for site staking per item has been assumed in this scope. Any additional staking requirements by the Contractor due to staging be will at the Contactor's expense. Any stakes that need to be replaced due to the Contractor's negligence, will be at the Contractor's expense.

3. Post Construction

- Prepare and provide OWNER as-built drawings for the proposed improvements. As-built information shall include the following:
 - i. Tabular text file of existing infrastructure collected during the completion of topographic survey for the project.
 - ii. CAD file in AutoCAD format.
 - iii. Tabular text file of utility data collected during construction
 - iv. One (1) half-size (11x17) paper set of the post-construction record drawings.
 - v. One (1) half-size (11x17) PDF set of the post-construction record drawings.

ADDITIONAL SERVICES

Services that are not included in the above Scope of Services can be provided under separate contract or by amending the scope and fee listed in this Agreement. Examples of additional services that may be needed or desired for completion of the project include:

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. Site Visits

Site visits to review project progress or to review contractor punchlist progress that are not specifically addressed above shall be considered above and beyond the scope of services as identified herein.

3. 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.

EXCLUSIONS

MSA will not provide the following services related to this project:

1. Construction Observation Services
 - a. Construction Observation to be provided by City Staff. Services can be provided by a contract amendment, if requested.

OWNER'S RESPONSIBILITIES

- Owner is responsible for accuracy and completeness of the information provided to MSA.
- Owner will provide MSA with full information as to Owner's requirements for the project.
- Owner will pay MSA as follows:

FEE SUMMARY

The Owner will compensate MSA for the Scope of Services listed above (exclusive of Construction Observation) as follows:

Total Construction Services (Hourly Not to Exceed)	\$9,600.00
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