



AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT

Design Services

Water Reclamation Facility Improvements

Project No. WW1901.201

Council Date: March 22, 2021 Item No.

THIS AMENDMENT NO. 2 ("Amendment No. 2") to the agreement for services dated 13th of September, 2019 (the "Agreement") is made by and between the City of Chandler, an Arizona municipal corporation, ("City") and **Wilson Engineers, LLC, a limited liability company** ("Consultant"), on this ____ day of _____, 202____ ("Effective Date"). (City and Consultant may individually be referred to as "Party" and collectively referred to as "Parties").

RECITALS

- A. The Parties entered into the Agreement for the following services: **Design Services** ("Services") for **Water Reclamation Facility Improvements** project.
- B. The Parties have determined that it is necessary and desirable for the Consultant to perform additional services for the City under the terms and conditions set forth in this Amendment No. 2 and the Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual promises contained in the Agreement and this Amendment No. 2, the Parties agree to amend and modify the Agreement as follows.

SECTION I – CONSULTANT’S SERVICES

The Agreement is amended to add the modified scope of work described in **Exhibit "A"** attached to and made a part of this Amendment No. 2 by this reference.

SECTION III – PAYMENT OF COMPENSATION AND FEES

The Agreement is amended to increase the total contract price in an amount not to exceed **\$222,570** for a total contract amount of **\$4,122,380** payable in accordance with **Exhibit "B"** attached to and made a part of this Amendment No. 2 by this reference.

SECTION IV – CONFLICT AMONG DOCUMENTS

The Agreement and this Amendment No. 2 constitute the complete agreement between the Parties concerning the subject matter of the Agreement and replace any prior oral or written communications between the Parties. The terms and conditions of the Agreement are incorporated into and made a part of this Amendment No. 2. If a conflict or ambiguity arises among the Agreement and Amendment No. 2, the instrument in the following order prevails and controls: (1) Amendment No. 2; and (2) Agreement.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 2 to be duly executed. Each Party warrants and represents that its respective signatories whose signatures appear below have been and are on the date of signature duly authorized to execute this Amendment No. 2.

"CITY"

CITY OF CHANDLER

MAYOR

Recommended By:



Andrew Goh, P.E.
CIP City Engineer

APPROVED AS TO FORM:

City Attorney



ATTEST:

City Clerk

Seal

"CONSULTANT"

Wilson Engineers, LLC



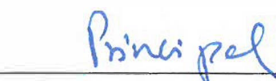
02/19/2021

Signature

Date



Print Name



Title

Amendment No. 2 (cont.)
Project No. WW1901.201

These changes result in the following adjustments of contract amount and time:

Original Contract amount:	\$ 2,724,250
Current Contract amount, prior to this Amendment: (including previous Amendments)	\$ 3,899,810
Net change resulting from this Amendment:	\$ 222,570
Revised Contract amount, including this Amendment:	\$4,122,380
Last Contract amount approved by Council:	\$ 3,899,810
Amendment % of last Contract amount approved by Council: (if accumulated amount over 10% of previous Contract amount approved by Council, Council approval is required)	5.7%
Contract time or completion date prior to this Amendment: (including previous amendments) <u>660</u> Days or Date	
Net change resulting from this Amendment: <u>0</u> Days or Date	
Revised Contract time or completion date: (including this amendment) <u>660</u> Days or Date	
THIS AMENDMENT No. ____ does <u>NOT</u> require Council approval: Amendment is less than 10% of Contract amount last approved by Council	
THIS AMENDMENT No. 2 does require Council approval: X Amendment is over 10% of previous Contract amount approved by Council	
Amendment No. <u>2</u> Council approval: ____ Item No.: ____, if applicable OWNER NAME & DATE APPROVAL: <u>John Pinkston</u> 2/13/2021	

E-copy: Project Mgr. Consultant Owner File

EXHIBIT A
SCOPE OF WORK

EXHIBIT A – SCOPE OF SERVICES
CITY PROJECT NUMBER: WW 1901-201**February 9, 2021****TASK 1. PROJECT MANAGEMENT**

The ENGINEER will perform various project management and monitoring activities throughout the project, as delineated in the following tasks and sub-tasks. The ENGINEER shall prepare and submit regular monthly invoices and shall include a summary of the work completed for each billing cycle. Prepare and distribute agenda and minutes for each meeting. Agenda will be submitted to the CITY at least two (2) days prior to the meeting. Minutes will be submitted to the CITY no more than five (5) days following each meeting.

Task 1.1 Project Meetings: Conduct additional periodic project meetings with CITY representatives throughout the Project to keep the CITY informed of the project progress and obtain input and direction as required. The meeting objectives will include the presentation of alternative evaluations for CITY review and approval; results from data collection, and other outstanding project issues. The anticipated number of periodic meetings during this phase shall be six.

Task 1.2 Odor Control Evaluation and Alternatives Workshop: Conduct a workshop with CITY and other project stakeholders as necessary to discuss the evaluation of the odor control system at the Ocotillo WRF for the pump station. This workshop will discuss the results of the odor control evaluation and will also facilitate discussion with regards to available alternatives for upgrades or the replacement of the existing facilities. Based on the determination of the evaluation, the City may determine to proceed with the detailed design of the odor control upgrades.

TASK 2. PRELIMINARY DESIGN

Task 2.1 Preliminary Design Report: The ENGINEER will provide brief summary description for improvements of processes or systems that have been added to the project. The ENGINEER shall advance the design concepts and provide preliminary design criteria, document the preliminary alternatives, schematics, layouts, and criteria developed and evaluated in previous tasks into an overall combined Preliminary Design Report for both facilities. The preliminary design report will be completed for the purposes of submittal to the Maricopa County along with the Agency Review Set (90% Submittal) documents.

Task 2.2 Odor Control Evaluation Tech Memo: The ENGINEER shall conduct an evaluation of the existing odor control system. This task will include an evaluation of existing system performance and identify potential upgrades to the existing system as well as identify options for replacement of existing system with facilities such as a new chemical scrubber, a biofilter or an addition of a second stage to the existing bio-trickling filter. The task will include development of a preliminary layout for each system, identifying pros and cons associated with each alternative and will identify conceptual level costs for each of the alternatives. A brief technical memorandum will be prepared to summarize the findings with recommendations. Detailed design of any alternative identified as part of this evaluation is not included in this scope of work.

Task 3.3 Drainage Reports: The ENGINEER shall identify the additional paving and grading improvements on both the AWRF and OWRF sites and update the existing drainage reports for review and approval by the CITY. The grading and drainage modifications will be identified in two separate reports (one for each site) and will be incorporated into detailed design documents. The updated grading and drainage reports will be submitted to the City Civil Plan Review for final approval.

TASK 3. DETAILED DESIGN

The ENGINEER will prepare detailed construction documents for the entire Project along with the additional elements that have been added to the project.

Preparation of construction drawings and technical specifications will be as follows:

1. Drafting and CADD Standards: The organization and preparation of construction drawings shall be in accordance with the City drafting guidelines.
2. Technical Specifications: Technical specifications shall be prepared using the City's Standard Specifications Guide Documents, Divisions 1 through 17.

The Engineer will prepare detailed design documents for additional design scope items identified as a separate set of GMP documents as a standalone design document. The level of detail on the drawings in each progress submittal should be as given below.

Sixty Percent (60%) Progress Submittal

The project drawings and specifications for each discipline are coordinated and directly moved to a 60% level of design and will progress to the level where the design intent is established and must show the work in sufficient detail that a contractor can recognize elements and requirements for construction.

The ENGINEER shall finalize the process control narratives for the additional elements at the WRFs along with all other design items, prior to completion of the 60% detailed design documents and after a detailed review of the narratives with the City staff.

The set of drawings shall include a cover sheet and an index sheet, Civil, Architectural, Structural, Mechanical, Electrical and Instrumentation Drawings. Draft Specifications for major equipment shall be included in the submittal.

Ninety Percent (90%) Progress Submittal (Agency Review Set)

Drawings and details in all disciplines should be complete for all the additional design elements along with the other design items. Specifications should be essentially complete. Design calculations in all disciplines shall be essentially complete and checked. Comments on design, drawings and specifications from previous reviews must have appropriate responses before the 90% progress submittal is submitted. Comments from the 60 percent review by City staff, any constructability reviews, and review comments from regulatory agencies must have appropriate responses or actions.

Final (100%) Contract Documents

Drawings and specifications should be complete and accepted by the City. All construction documents should be complete and ready for construction pricing of the work.

Maintenance of Plant Operations (MOPO)

The ENGINEER shall identify additional preliminary MOPO list that will identify areas of construction of additional facilities that interfaces with the existing facilities. The additional preliminary MOPO list shall be added to the other MOPO list along with the 60% Submittal and included in the preliminary design report. The preliminary MOPO list shall be used as the basis for development of the MOPO activities during the detailed design phase.

MOPO development shall occur during preparation of drawings and specifications and the ENGINEER's will include the following:

- Assist CMAR in developing additional draft MOPOs to be added to the current design elements list with input from City operation and maintenance staff.
- Incorporate additional MOPO requirements into the drawings and specifications.
- Participate in a site walk-through with CMAR and the City operation and maintenance staff. Assist the CMAR in determining the MOPO durations, constraints, and shared responsibilities for MOPOs.
- Review MOPOs prepared by the CMAR, incorporate the MOPOs in the specifications.

The MOPO list for City review will be included in the 60% and 90% Submittals. The final MOPOs developed by the CMAR must have City approval and will be included in the construction documents with the final submittal.

TASK 4- PERMITTING ASSISTANCE

The ENGINEER will perform permitting coordination activities throughout the Design Phase, as delineated in the following tasks and sub-tasks. Specific permits, plans and reviews anticipated under this Project include:

- City of Chandler- Building Permit (and Building Plan Review)
- City of Chandler- Civil Plan Review
- MCESD- Approval to Construct
- ADEQ Minor Amendment Application

4.1 - City of Chandler Coordination: The ENGINEER shall develop applicable permit applications and submit preliminary supporting documents as part of the CITY's Pre-Tech Review process (at the 60 percent design stage). Submit applicable Interim Submittal Review and Agency Review documents and associated reports, plans and supporting information to the CITY's Development Services and Fire Departments for Building, Site, Civil and Fire plan review approvals accordingly. Provide additional information as requested from CITY plan review staff, as appropriate.

NOTE: It is assumed that all CITY permit fees for the Project will be paid directly by the CITY, and therefore, are not included within this scope of services.

4.2 - MCESD Coordination: Develop the Agency Review document set(s) and associated permit application in accordance with the Permitting Assistance Plan and submit to MCESD for non-expedited

review to obtain the Approval to Construct (ATC). It is assumed that one (1) review meeting will be conducted with MCESD to discuss any comments received from the County accordingly.

NOTE: The subsequent Approval of Construction (AOC) submission is not included within this scope of services, but will be included under a subsequent Construction Phase Services contract (if desired by the CITY).

4.3 ADEQ APP Coordination: The APP Modification submittals are currently being prepared for submittal and review by the ADEQ. Additional improvement items which are included in this design will be added to the permit application and included as part of the permit and no separate Minor Amendment paperwork will be required for these improvements.

TASK 5. CMAR COORDINATION

The ENGINEER will work with the CMAR contractor to coordinate the detailed design elements of the project and obtain input. The Engineer's effort to coordinate additional design elements with the CM at Risk will consist of:

- Solicit CM at Risk input during design development as appropriate;
- Provide information for cost estimating;
- Evaluate alternative systems suggested by CM at Risk;
- Respond to constructability review comments;
- Assist and review during GMP development;

In addition to coordination with the CMAR, City may request the ENGINEER to attend meetings with the third party cost consultant and provide them with the project submittals to facilitate their review of CMAR's GMP.

TASK 6. OTHER DIRECT COSTS

Task 6.1 Topographical Site Survey: The ENGINEER with assistance from a sub-consultant will perform a site topographical survey to document the current conditions and surface features of the area where new grading and paving is proposed at the AWRF and OWRF. Site survey will be based on City of Chandler datum and will include existing spot elevations for use in developing new contours; location and establishment of perimeter property lines based on existing legal descriptions, available survey

reviews, and existing and future right-of-ways; and identification of above-ground structures, and other identified facilities.

Task 6.2: Odor Control System Services: The ENGINEER with the assistance from a sub-consultant will perform testing of the existing odor control system which may include incoming and outgoing H₂S levels and installation of any Oda Loggers and inspection of the existing odor control system and preparation of a summary report.

END OF SCOPE OF WORK

EXHIBIT B
FEE SCHEDULE



EXHIBIT "B-1"
Lump Sum Cost Per Task

<u>TASK DESCRIPTION</u>		<u>SUBTOTAL</u>
1. Project Management		\$ 22,220.00
	Project Meetings	\$ 6,150.00
	Odor Control Evaluation Workshop	\$ 16,070.00
2. Preliminary Design Development		\$ 65,650.00
	Preliminary Design Report	\$ 14,530.00
	Odor Control Tech Memo	\$ 26,070.00
	Drainage Reports	\$ 25,050.00
3. Detailed Design Development		\$ 107,970.00
	60% Progress Submittal	\$ 26,070.00
	90% Progress Submittal (Agency Review Set)	\$ 49,070.00
	Final (100%) Contract Documents	\$ 24,670.00
	MOPOs	\$ 8,160.00
4. Permitting		\$ 5,760.00
	City Permitting	\$ 1,840.00
	MCESD Permitting	\$ 2,420.00
	ADEQ APP Coordination	\$ 1,500.00
5. Project Delivery Method Assistance		\$ 10,970.00
	Coordination with CMAR	\$ 10,970.00
6. Other Direct Costs		\$ 10,000.00
	Topographical Site Survey	\$ 7,500.00
	Odor Control Systems Testing	\$ 2,500.00
7. Design Phase Services Allowance		\$ -
TOTAL COST:		\$ 222,570.00



EXHIBIT "B-2"
Hours and Rates

		Principal	Sr. PM	Sr. PM (E/I&C)	Sr. Engr.	Project Engineer / Proj. Prof	Lead EI&C	CADD Technicians	Admin	< PROJECT ROLE	
		Uday Gandhe	Sreeram Rengaraj, Scott L.	Mike Churchill, Jacob Mastov	Damien Tonnelle	Katie G., Sydney A., Megan S., Jeff J., Abhinay S., Phani P.	John S.	Kam C., Cody K., Julius C.	Dawn A., Monica F., Shey A.	< NAME OF PERSON	
		\$ 215.00	\$ 195.00	\$ 195.00	\$ 170.00	\$ 145.00	\$ 160.00	\$ 115.00	\$ 95.00	< HOURLY RATES	
TASK DESCRIPTION										TOTAL HOURS PER TASK	
1. Project Management		4	16	4	28	76	0	8	8	144	
	Project Meetings	2	8	4	4	16	0	0	4	36	
	Odor Control Evaluation/Workshop	2	8	0	24	60	0	8	4	104	
2. Preliminary Design Report		6	56	4	44	256	4	48	20	438	
	Preliminary Design Report	2	8	4	16	40	4	16	8	96	
	Odor Control Tech Memo	2	8	0	24	120	0	16	8	176	
	Drainage Reports	2	40	0	4	96	0	16	4	160	
3. Detailed Design Development		14	52	28	48	292	44	204	88	770	
	60% Progress Submittal	2	8	4	8	80	12	60	16	188	
	90% Progress Submittal (Agency Review Set)	6	32	16	24	108	24	96	40	340	
	Final (100%) Contract Documents	2	8	8	8	80	8	40	24	176	
	MOPOs	4	4	0	8	24	0	8	8	52	
4. Permitting		0	6	0	10	16	0	0	6	38	
	City Permitting	0	2	0	4	4	0	0	2	12	
	MCESD Permitting	0	2	0	4	8	0	0	2	16	
	ADEQ APP Coordination	0	2	0	2	4	0	0	2	10	
5. Project Delivery Method Assistance		2	8	0	16	40	0	4	0	70	
	Coordination with CMAR	2	8	0	16	40	0	4	0	68	
6. Other Direct Costs		0	0	0	0	0	0	0	0	0	
	Topographical Site Survey										
	Odor Control Systems Testing										
6. Design Phase Services Allowance											
TOTAL HOURS:		26	138	36	146	680	48	264	122	1460	