



AMENDMENT NO. 3 TO PROFESSIONAL SERVICES AGREEMENT

Design Services

Water Reclamation Facility Improvements

Project No. WW1901.201

Council Date: September 23, 2021 Item No.

THIS AMENDMENT NO. 3 ("Amendment No. 3") to the agreement for services dated September 26, 2019 (the "Agreement") is made by and between the City of Chandler, an Arizona municipal corporation, ("City") and **Wilson Engineers, LLC** ("Consultant"), on this ____ day of _____, 2021 ("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. 3 and the Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual promises contained in the Agreement and this Amendment No. 3, 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. 3 by this reference.

SECTION II – PERIOD OF SERVICE

The Agreement is amended to increase the contract time by **348** calendar days for a total **1,008** calendar days.

SECTION III – PAYMENT OF COMPENSATION AND FEES

The Agreement is amended to increase the total contract price in an amount not to exceed **\$313,560** for a total contract amount of **\$4,435,940** payable in accordance with **Exhibit "B"** attached to and made a part of this Amendment No. 3 by this reference.

SECTION IV – CONFLICT AMONG DOCUMENTS

The Agreement and this Amendment No. 3 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. 3. If a conflict or ambiguity arises among the Agreement and Amendment No. 3, the instrument in the following order prevails and controls: (1) Amendment No. 3; and (2) Agreement.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 3 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. 3.

"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



Signature



Date

Stephen Todd

Print Name

Principal

Title

steve.todd@wilson-engineers.com

Signer Email Address

Amendment No. 3 (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)	\$ 4,122,380
Net change resulting from this Amendment:	\$ 313,560
Revised Contract amount, including this Amendment:	\$4,435,940
Last Contract amount approved by Council:	\$ 4,122,380
Amendment % of last Contract amount approved by Council: (if accumulated amount over 10% of previous Contract amount approved by Council, Council approval is required)	8%
Contract time or completion date prior to this Amendment: (including previous amendments) <u>660</u> or ____ Days Date	
Net change resulting from this Amendment: <u>348</u> or ____ Days Date	
Revised Contract time or completion date: (including this amendment) <u>1,008</u> or ____ Days 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. 3 does require Council approval: <u>X</u> Amendment is over 10% of previous Contract amount approved by Council	
Amendment No. <u>3</u> Council approval: ____ Item No.: ____, if applicable OWNER NAME & DATE APPROVAL: <u>John Pinkston 8/4/2021</u>	

E-copy: Project Mgr. Consultant Owner File

EXHIBIT A
SCOPE OF WORK

EXHIBIT A – SCOPE OF SERVICES
CITY PROJECT NUMBER: WW 1901-201

July 28, 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.

Project Kickoff Meeting: Conduct project kickoff meeting with CITY representatives to review the scope of work and draft concept of the Odor Control System.

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 the design details 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 four.

Project Workshop: Conduct one workshop with CITY and other project stakeholders as necessary to discuss the design of the Ocotillo WRF IPS Odor Control System. This workshop will summarize the results of the odor control evaluation and will also facilitate discussion for the replacement of the existing facilities and installation of new ancillary facilities.

TASK 2. PRELIMINARY DESIGN

Preliminary Design Report: The ENGINEER will provide brief summary description for the proposed Odor Control System. The ENGINEER shall advance the design concepts and provide preliminary design criteria, document the preliminary alternatives, schematics, layouts, and criteria developed and evaluated into the DRAFT Preliminary Design Report (PDR). The DRAFT PDR will be completed along with the 60% Design Documents. The PDR will be finalized prior to the Agency Review Set (90% Submittal) for the purposes of submittal to the Maricopa County.

TASK 3. DETAILED DESIGN DEVELOPMENT

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 for 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 60% documents will also include the Draft PDR discussed under Task 2.

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.
- 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

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 Other Amendment Application

City Permitting: 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.

MCESD Permitting: 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).

ADEQ APP Coordination: The APP Modification submittals for the Odor Control System will be prepared and submitted separately under an Other Amendment Application, if required by ADEQ.

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;
- 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

Structural Engineering Services: The ENGINEER with assistance from a sub-consultant will perform structural engineering services including structural drawings/specifications and design criteria necessary to support the preliminary design report, and the detailed design services for the OWRF IPS OCS.

Surveying Services: 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 around the IPS OCS at 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.

Geotechnical Services: The ENGINEER with the assistance from a sub-consultant will perform one soils boring in the proposed location of the OCS and submit a report summarizing the sub-surface conditions.

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		\$ 12,020.00
	Project Kickoff Meeting	\$ 1,740.00
	Project Meetings	\$ 6,730.00
	Project Workshops	\$ 3,550.00
2. Preliminary Design Development		\$ 25,430.00
	Preliminary Design Report	\$ 25,430.00
3. Detailed Design Development		\$ 170,090.00
	60% Progress Submittal	\$ 65,400.00
	90% Progress Submittal	\$ 59,620.00
	Final (100%) Contract Documents	\$ 34,500.00
	MOPOs	\$ 10,570.00
4. Permitting		\$ 27,220.00
	Preliminary Permitting Meetings	\$ 27,220.00
5. Project Delivery Method Assistance		\$ 10,800.00
	Coordination with CMAR	\$ 10,800.00
6. Other Direct Costs		\$ 18,000.00
	Structural Engineering Services	\$ 10,000.00
	Surveying Services	\$ 1,500.00
	Geotechnical Investigation	\$ 1,500.00
	Other Engineering Allowance	\$ 5,000.00
7. Design Phase Services Allowance		\$ 50,000.00
TOTAL COST:		\$ 313,560.00



EXHIBIT "B-2"
Hours and Rates

		Principal	Sr. PM	Sr. PM (E/I&C)	Sr. Engr.	Project Engineer / Prof	Lead EI&C	CADD Technicians	Senior Admin	< PROJECT ROLE	
		Uday Gandhe	Sreeram Rengaraj	Mike C., Joe S.	Damien T.	Harsh A., Sydney A., Jason G., Jeff J., Abhinay S., Phani P.	John S.	Kam C., Jeremy J., Julius C.	Tammy C., Monica F., Paulina D.	< 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		6	10	0	6	24	0	24	16	86	
	Project Kickoff Meeting	2	2	0	2	4	0	0	0	8	
	Project Meetings	2	4	0	2	12	0	20	12	50	
	Project Workshops	2	4	0	2	8	0	4	4	22	
2. Preliminary Design Report		2	8	4	16	60	20	60	12	182	
	Preliminary Design Report	2	8	4	16	60	20	60	12	180	
3. Detailed Design Development		22	92	44	96	400	140	320	56	1170	
	60% Progress Submittal	8	32	16	32	160	60	120	24	444	
	90% Progress Submittal	8	36	16	32	120	60	120	16	400	
	Final (100%) Contract Documents	4	16	8	24	80	16	80	16	240	
	MOPOs	2	8	4	8	40	4	0	0	64	
4. Permitting		12	32	0	32	72	0	12	12	172	
	City Permitting	2	4	0	8	16	0	4	4	36	
	MCESD Permitting	8	24	0	16	40	0	4	4	88	
	ADEQ APP Coordination	2	4	0	8	16	0	4	4	36	
5. CMAR Coordination		4	12	0	12	32	0	8	0	68	
	Coordination with CMAR	4	12	0	12	32	0	8	0	64	
6. Other Direct Costs		0	0	0	0	0	0	0	0	0	
	Structural Engineering Services										
	Surveying Services										
	Geotechnical Services										
7. Design Phase Services Allowance											
TOTAL HOURS:		46	154	48	162	588	160	424	96	1678	