



**AMENDMENT NO. 4 TO PROFESSIONAL SERVICES AGREEMENT
CONSTRUCTION MANAGEMENT SERVICES**

SEWER LIFT STATION REHABILITATION

Project No. WW2106.451

Council Date: December 7, 2023

Item No.

THIS AMENDMENT NO. 4 ("Amendment No. 4") to the professional services agreement dated February 15, 2023, (the "Agreement") is made by and between the City of Chandler, an Arizona municipal corporation, ("City") and **Entellus, Inc.**, an Arizona municipal corporation, ("Consultant"), on this ____ day of _____, 2023 ("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: **Construction Management Services** ("Services") for the **Sewer Lift Station Rehabilitation** 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. 4 and the Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual promises contained in the Agreement and this Amendment No. 4, the Parties agree to amend and modify the Agreement as follows.

SECTION I – CONSULTANT’S SERVICES

The Consultant’s Services are modified as described in the Exhibit "A" attached to and made part of this amendment by reference.

SECTION II – PERIOD OF SERVICE

The Period of Service is increased by 170 calendar days for a revised total of 500 calendar days.

SECTION III – PAYMENT OF COMPENSATION AND FEES

The Fees are increased by \$1,058,243.84 and will be payable in accordance with Exhibit "B" attached to and made part of this amendment by reference, for a revised total not to exceed \$1,153,431.35.

SECTION IV – CONFLICT AMONG DOCUMENTS

The Agreement, this amendment, and any previous amendments 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. If a conflict or ambiguity arises between the Agreement and this amendment, the instrument in the following order prevails and controls: (1) this amendment; (2) any previous Amendments from most recent to oldest; and (3) the Agreement.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 4 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. 4.

"CITY" CITY OF CHANDLER

MAYOR

RECOMMENDED BY:

J. Warren White
Warren White, P.E.
Acting CIP City Engineer

APPROVED AS TO FORM:

City Attorney *JWB*

ATTEST:

City Clerk Seal

**"CONSULTANT"
ENTELLUS, INC.**

William A. Linck November 2, 2023
Signature Date

William A. Linck
Print Name

President and CEO
Title

linck@entellus.com
Signer Email Address

Amendment No. 4 (cont.)
Project No. WW2106.451

These changes result in the following adjustments of Agreement amount and/or time:

Amendment authorized by Owner name: Jermaine Swinton		Date: 10/31/23
Consultant email: linck@entellus.com		
Original Agreement amount:	\$95,187.51	
Previous Amendment(s) total:	\$0	
Last Agreement amount approved by Council:	\$0	
This Amendment:	\$1,058,243.84	
This Amendment + previous Amendment(s) not approved by Council total:	\$1,058,243.84	
Revised Agreement total:	\$1,153,431.35	
Council Approval Required (yes indicates approval required)	Yes	No
Amendment(s) total over \$100,000:	☒	☐
Amendment(s) total causes Agreement to exceed \$100,000:	☒	☐
Agreement Time		
Agreement time prior to this Amendment (including previous amendments):	<u>330</u> Calendar Days	
Net change resulting from this Amendment:	<u>170</u> Calendar Days	
Revised Agreement time (including this Amendment):	<u>500</u> Calendar Days	
Council Approval (if applicable)		
Council Approval Date: <u>N/A</u> Item No. <u>N/A</u>		

cc: Project Manager, Consultant, Owner, File

EXHIBIT "A"

**CONSTRUCTION MANAGEMENT
SCOPE OF SERVICES
SEWER LIFT STATION REHABILITATION
WW2106.451**

This is an amendment to the previous scope of work to add scope for construction management services. This scope of services will cover both WW2106.401 Sewer Lift Station Rehabilitation and WW2106.402 Manganaro Lift Station Electrical Improvements.

PROJECT TASKS

2. CONSTRUCTION MANAGEMENT

A. Task 2.1 Weekly Construction Meetings

- i. Consultant must conduct weekly construction meetings. Each meeting includes agenda and minutes; Request for Information (RFI); Shop Drawing; Request for Information (RFI); Field Directive (FD); Material Certification; and Allowance Logs. Consultant assumes 95 weekly meetings will be held.

B. Task 2.2 CPM Schedule

- i. Consultant must review and evaluate Contractor's initial CPM schedule and provide recommendations for acceptance.
- ii. Consultant must review Contractor's monthly CPM schedule updates submitted with each payment application, identify CPM tasks behind schedule that may affect critical path items, project substantial and final completion dates and initiate correspondence to City regarding those tasks. Consultant assumes 23 reviews of updated CPM schedule.

C. Task 2.3 Requests for Information (RFI's)

- i. Consultant must review, evaluate, and respond to Contractor Requests for Information (RFI's); and prepare and maintain a submittal log of all RFI's. Consultant assumes 30 RFI responses.

D. Task 2.4 Shop Drawing Submittals

- i. Consultant must review, evaluate, and respond to Contractor shop drawing submittals; and prepare and maintain a submittal log of all shop drawing submittals. Consultant assumes 43 reviews.

E. Task 2.5 Requests for Proposal (RFP)

- i. Consultant must prepare Requests for Proposal (RFP) documents detailing requested additional work tasks; review and evaluate Contractor RFP responses (cost derivations) with approval recommendations; and prepare and maintain a submittal log list of all RFP's. Consultant assumes 10 RFPs.

F. Task 2.6 Field Directives (FD's)

- i. Consultant must prepare Field Directive (FD) documents detailing requested additional work tasks; review and evaluate Contractor FD responses with approval recommendations; and prepare and maintain a submittal log list of all FD's. Consultant assumes 10 FD's.

G. Task 2.7 Contractor Payment Applications

- i. Consultant must review and evaluate Contractor monthly payment applications and make recommendation for payment; maintain a weekly record of constructed pay quantities and compile monthly totals; and

coordinate payment application with the City quantity report and the inspectors' daily logs. Consultant assumes 23 payment applications.

3. CONSTRUCTION INSPECTION

A. Task 3.1 Inspection Services

- i. Consultant must provide weekly construction inspection to verify materials and installations conform to construction documents; prepare daily inspection reports documenting Contractor construction activities and progress during field inspection visits; and perform intermittent erosion control inspections. Consultant assumes 1 inspector full time 40 hours per week for 23 months.

B. Task 3.2 Special Inspection Services

- i. Consultant must provide special inspection services for steel, concrete, coatings, and electrical.

C. Task 3.3 Project Closeout

- i. Consultant must compile non-conformance list prior to Substantial Completion; schedule and conduct Substantial Completion inspection; prepare Substantial Completion punch list generated from Substantial Completion inspection; track items on punch list and note completed items; and complete and distribute Substantial Completion certificates.
- ii. Consultant must schedule and conduct Final Completion inspection; and complete and distribute Final Completion certificates.
- iii. Consultant must provide all documents in an electronic version that matches the City's filing system, so it can be imported into City's files.
- iv. Consultant must participate in a meeting with City staff and Designer to review request for information log to discuss lessons learned during the course of construction.
- v. Consultant must close out ADOT permits.
- vi. Consultant must review operation and maintenance manuals, confirm spare parts are received, and confirm warranty documents are received.

4. MATERIALS TESTING

A. Task 4.1 Quality Assurance (QA) Test Program

- i. Consultant must prepare and maintain a materials Quality Assurance plan per City and MAG.
- ii. Consultant must coordinate with Contractor's testing representative to obtain required QA tests and sample; complete sampling and compaction testing of subgrade (including lime-stabilized subgrade base), aggregate base and asphalt concrete materials in new asphalt concrete pavement areas; complete sampling and compaction testing of subgrade, aggregate base (where required) and concrete for new curbs, gutters, sidewalks and concrete pavement and structures; and complete sampling and compaction testing of backfill for new irrigation, sewer, water, storm drain pipe, and dry utilities.

5. RECORD DRAWINGS

A. Task 5.1 Record Drawings

- i. Review and monitor Contractor's weekly updates on red-line drawing set.

ASSUMPTION, CLARIFICATIONS, AND EXCLUSIONS

1. Application fees for City reviews and permits will be paid by CITY.
2. The Owner's Allowance will only be utilized with prior written approval from the City representative.
3. MakPro will provide public outreach services. Tasks will include: create and maintain project website; maintain a 24-hour bilingual project hotline to respond to inquiries, complaints and maintain a call log; public email updates periodically; public interactions with property owners as a liaison between property owners and the City as needed; periodic project meetings.
4. The DARCOR allowance will be used for all electrical special inspections, which will include but not limited to submittal review, arcflash study review, conducting arcflash study, on-site inspections, etc.
5. The RFI allowance will be used for all coating inspections and coating-related issues.
6. The SAECO allowance will be used for QA testing, the contractor is to provide QC testing.
7. The Structural allowance will cover any special structural steel or concrete submittal reviews, RFIs, meetings and special inspections required.



EXHIBIT "B"
CONSTRUCTION MANAGEMENT
SCOPE OF SERVICES
City of Chandler Lift Station Rehabilitation (WW2106.451)
FEE SCHEDULE

Task	Description	Cost
1	PRE-CONSTRUCTION ASSISTANCE	
1.1	Pre-Construction Assistance	\$ -
SUBTOTAL TASK 1:		\$ -
2	CONSTRUCTION MANAGEMENT	
2.1	Weekly Construction Meetings (Not-To-Exceed)	\$ 90,614.96
2.2	CPM Schedule (Not-To-Exceed)	\$ 14,226.86
2.3	Requests for Information (RFI) (Not-To-Exceed)	\$ 10,937.84
2.4	Shop Drawing Submittals (Not-To-Exceed)	\$ 16,936.24
2.5	Requests for Proposal (RFP) (Not-To-Exceed)	\$ 3,476.40
2.6	Field Directive (FD) (Not-To-Exceed)	\$ 2,932.74
2.7	Contractor Payment Applications (Not-To-Exceed)	\$ 18,441.75
SUBTOTAL TASK 2:		\$ 157,566.79
3	CONSTRUCTION INSPECTION	
3.1	Inspection Services (Not-To-Exceed)	\$ 636,786.64
3.2	Landscape/Irrigation Inspection Services (NOT USED)	\$ -
3.3	Project Closeout (Not-To-Exceed)	\$ 4,134.16
SUBTOTAL TASK 3:		\$ 640,920.80
4	MATERIALS TESTING	
4.1	QA Test Program (Costs to be covered by Allowances Below)	\$ -
SUBTOTAL TASK 5:		\$ -
5	RECORD DRAWINGS	
5.1	Record Drawings (Not-To-Exceed)	\$ 19,156.25
SUBTOTAL TASK 6:		\$ 19,156.25
SUBCONSULTANTS		
	MakPro (Not-To-Exceed)	\$ 35,000.00
	DARCOR (Not-To-Exceed)	\$ 62,000.00
	RFI (Not-To-Exceed)	\$ 71,600.00
	SAECO (Not-To-Exceed)	\$ 15,000.00
	Structural CA&I (Not-To-Exceed)	\$ 12,000.00
		\$ -
SUBTOTAL SUBCONSULTANTS:		\$ 195,600.00
ALLOWANCES		
	Owner's Allowance (Not-To-Exceed)	\$ 45,000.00
SUBTOTAL ALLOWANCES:		\$ 45,000.00
PROJECT TOTAL:		\$ 1,058,243.84



EXHIBIT B-1
LABOR ESTIMATE
CONSTRUCTION ADMINISTRATION AND INSPECTION SERVICES

PROJECT TITLE: Sewer Lift Station Rehabilitation

Client's Project #: WW2106.451

Client: City of Chandler

Date: 10/30/2023

Entellus Project #: 615.123

Project Duration (Calendar Days): 690

Staff Classification		Unit	Qty	Rate	Cost
PRIME CONSULTANT					
PRINCIPAL	(Martin Weeden, Bill Linck)	Hrs	10	\$ 254.32	\$ 2,543.20
CONSTRUCTION MANAGER	(Martin Weeden)	Hrs	435	\$ 210.46	\$ 91,444.87
EIT	(Nicole Donovan, Brandon Wallis)	Hrs	797	\$ 137.18	\$ 109,332.46
SENIOR INSPECTOR	(Paul Nestor, Matt Cooper, Stuart Mowery)	Hrs	4440	\$ 137.18	\$ 609,079.20
ADMIN	(Kayla Patterson, Arpi Hovsepian, Alexis Ruiz)	Hrs	62	\$ 85.27	\$ 5,244.11
Labor Total		Hrs	5743		
Subtotal					\$ 817,643.84

SUBCONSULTANTS					
MakPro	(Public Outreach)	LS	1	\$ 35,000.00	\$ 35,000.00
DARCOR	(Electrical Inspections)	LS	1	\$ 62,000.00	\$ 62,000.00
RFI	(Coatings Inspections)	LS	1	\$ 71,600.00	\$ 71,600.00
SAECO	(Materials Testing)	LS	1	\$ 15,000.00	\$ 15,000.00
NSB-Gannet Fleming	(Structural Inspections)	LS	1	\$ 12,000.00	\$ 12,000.00
Owner Allowance	(City of Chandler)	LS	1	\$ 45,000.00	\$ 45,000.00

Subtotal					\$ 240,600.00
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Total Proposal for Construction Administration and Inspection Services				\$	1,058,243.84
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Project Title: **Sewer Lift Station Rehabilitation**
 Clients Project #: **WW2106.451**
 Client: **City of Chandler**

EXHIBIT B-2
LABOR ESTIMATE
CONSTRUCTION ADMINISTRATION AND INSPECTION SERVICES

Date: **October 30, 2023**
 Entellus Project #: **615.123**

SECTION	TASK	WORK ITEM DESCRIPTION	PRINCIPAL	CONSTRUCTION MANAGER	EIT	SENIOR INSPECTOR	ADMIN	Total Hours	Total Amount
			\$ 254.32	\$ 210.46	\$ 137.18	\$ 137.18	\$ 85.27		
1	Pre-Construction Assistance								
	1.1	Pre-Construction Assistance						0	\$ -
1	SUBTOTAL		0	0	0	0	0	0	\$ -
2	Construction Management								
	2.1	Weekly Construction Meetings	4	148	296	99	50	597	\$ 90,614.96
	2.2	CPM Schedule		50	27			77	\$ 14,226.86
	2.3	Requests For Information (RFI's)	2	30	30			62	\$ 10,937.84
	2.4	Shop Drawing Submittals	2	22	86			110	\$ 16,936.24
	2.5	Requests for Proposal (RFPs)		10	10			20	\$ 3,476.40
	2.6	Field Directives (FDs)	2	5	10			17	\$ 2,932.74
	2.7	Contractor Payment Applications		23	46	46	12	127	\$ 18,441.75
2	SUBTOTAL		10	288	505	145	62	1010	\$ 157,566.79
3	Construction Inspection								
	3.1	Inspection Services		131	261	4180		4572	\$ 636,786.64
	3.2	Landscape/Irrigation Inspection Services (If Applicable)		0	0			0	\$ -
	3.3	Project Close-Out		4	8	16		28	\$ 4,134.16
3	SUBTOTAL		0	135	269	4196	0	4600	\$ 640,920.80
4	Materials Testing								
	4.1	QA Test Program						0	\$ -
4	SUBTOTAL		0	0	0	0	0	0	\$ -
5	Record Drawings								
	5.1	Record Drawings		12	23	99		134	\$ 19,156.25
5	SUBTOTAL		0	12	23	99	0	134	\$ 19,156.25
TOTAL ESTIMATED HOURS			10	435	797	4440	62	5743	
TOTAL ESTIMATED LABOR COSTS			\$ 2,543.20	\$ 91,444.87	\$ 109,332.46	\$ 609,079.20	\$ 5,244.11		\$817,643.84