



**AMENDMENT NO. 3 TO
CONSTRUCTION MANAGEMENT SERVICES AGREEMENT
RECLAIMED WATER CONVEYANCE IMPROVEMENTS
PROJECT NO. WW2206.451**

Council Date: September 18, 2025

THIS AMENDMENT NO. 3 ("Amendment No. 3") to the professional services agreement dated July 10, 2023, (the "Agreement") is made by and between the City of Chandler, an Arizona municipal corporation, ("City") and Wilson Engineers LLC, an Arizona limited liability company, ("Consultant"), on this ____ day of _____, 2025, ("Effective Date" by Clerk). (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 Reclaimed Water Conveyance Improvements project.

B. The Parties have determined that it is necessary and desirable for the Consultant to perform 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 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 545 calendar days for a revised total of 1,316 calendar days.

SECTION III – PAYMENT OF COMPENSATION AND FEES

The Fees are increased by \$137,620 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 \$1,656,390.

SECTION IV – CONFLICT AMONG DOCUMENTS

The Agreement, this Amendment No. 3, 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 3, the instrument in the following order prevails and controls: (1) this Amendment 3; (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. 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

"CONSULTANT"
WILSON ENGINEERS LLC

Mayor

Uday Kumar Gandhe August 26, 2025
Signature Date

RECOMMENDED BY:

Uday Kumar Gandhe
Print Name

Daniel Haskins August 26, 2025
Daniel Haskins, P.E.
CIP City Engineer

Principal
Title
uday.gandhe@wilson-engineers.com
Signer Email Address

APPROVED AS TO FORM:

City Attorney 

ATTEST:

City Clerk Seal

AMENDMENT NO. 3 (cont.)
PROJECT: RECLAIMED WATER CONVEYANCE IMPROVEMENTS
PROJECT NO.: WW2206.451

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

Amendment authorized by Owner name: Daniel Haskins		Date: 8/25/2025
Consultant Contact Name: Uday Kumar Gandhe		email: uday.gandhe@wilson-engineers.com
Original Agreement amount:	\$202,450	
Previous Amendment(s) total:	\$1,316,320	
Last Agreement amount approved by Council:	\$1,518,770	
This Amendment:	\$137,620	
This Amendment + previous Amendment(s) not approved by Council total:	137,6200	
Revised Agreement total:	\$1,656,390	
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		
Notice to Proceed (NTP) date for Original Agreement:	8/31/2023	
Agreement time prior to this Amendment (including previous amendments):	<u>771</u> Calendar Days	
Net change resulting from this Amendment:	<u>545</u> Calendar Days	
Revised Agreement time (including this Amendment):	<u>1,316</u> Calendar Days	
Council Approval (if applicable)		
Council Approval Date: 9/18/2025		

cc: Project Manager, Consultant, Owner, File

EXHIBIT A

SCOPE OF WORK

EXHIBIT "A"

CONSTRUCTION MANAGEMENT SCOPE OF SERVICES RECLAIMED WATER CONVEYANCE IMPROVEMENTS

GENERAL DESCRIPTION

The CITY initiated the Reclaimed Water Conveyance Improvements project in order to complete the conveyance upgrades and the construction of Tumbleweed Recharge Facility Wells No. 11 and 12. The design of the project is currently underway. The early procurement of the long lead items would facilitate timely construction work. The long lead items will include critical electrical equipment such as SES, switchboards, MCCs, valves, actuators, VFDs and pumps. The early procurement items will allow the contractor to purchase equipment in time for installation. This Construction Management scope of work will include effort by Wilson Engineers (Consultant) and will involve Project Administration, Engineering and Resident Services during this phase (GMP 3) of the Project.

PROJECT TASKS

1. PRE-CONSTRUCTION ASSISTANCE

A. Task 1.1 Preconstruction Assistance

- i. CONSULTANT will conduct a pre-construction conference. At the conference, the CONSULTANT will identify the services to be provided by CONSULTANT and discuss coordination procedures. CONSULTANT will prepare an agenda for this meeting and will prepare and distribute the meeting minutes.

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 Proposals (RF); Field Directive (FD); Material Certification; and Allowance Logs. CONSULTANT assumes ten meetings (on an as needed basis) will be held. These meetings will be to discuss the project's long lead procurement items and any schedule related discussions.

B. Task 2.2 CPM Schedule

- i. CONSULTANT's opinions concerning various scheduling documents produced or used by the Contractor are for information and not for controlling the Contractor. It is Contractor's responsibility to continue to exercise independent judgement concerning means, methods and sequences of construction it employs. The Contractor remains solely responsible for meeting contract time(s) identified in the construction documents.
- ii. Review Progress Schedule: CONSULTANT will review and critique the Contractor's progress schedule in accordance with the construction documents. CONSULTANT will examine work sequence, durations, interim milestones, and other appropriate scheduling features in accordance with the requirements of the construction documents. CONSULTANT will prepare a summary of the baseline schedule review comments and will meet and discuss

the schedule comments with the Contractor and the CITY. CONSULTANT will provide recommendations for acceptance.

- iii. Review Progress schedule updates: CONSULTANT will review the Contractor's progress schedule updates to the construction schedule in accordance with the construction documents. CONSULTANT will perform a review of progress accomplished during the period and compare to planned schedule and discuss significant discrepancies with the Contractor. CONSULTANT and Contractor will establish, based on the data, the percent of Project completion. CONSULTANT will meet with Contractor on monthly basis to review and update the schedule data. Based upon the schedule update, CONSULTANT will recommend processing progress payments. The CONSULTANT will identify CPM tasks behind schedule that may affect critical path items, project's substantial and final completion dates and initiate correspondence to CITY regarding those tasks. CONSULTANT assumes two reviews of updated CPM schedule.

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

- i. CONSULTANT will issue necessary interpretations and clarifications of the construction documents; have authority, as CITY's representative, to require special inspection or testing of the work; act as initial interpreter of the requirements of the construction documents and judge the acceptability of the work thereunder, and make decisions on all claims of CITY and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the construction documents pertaining to the execution and progress of the work. CONSULTANT will render interpretations or decisions in good faith and in accordance with the requirements of the construction documents.
- ii. CONSULTANT will respond to the CITY's representative and/or Contractor to clarify and/or interpret technical or design-related questions. CONSULTANT will respond to issues raised during construction regarding interpretation and clarification of the contractual administrative and technical requirements of the construction documents. CONSULTANT will serve as the CITY's advisor in resolution of these issues.
- iii. CONSULTANT will prepare and maintain a submittal log of all RFI's. CONSULTANT assumes a maximum of 25 RFI responses.

D. Task 2.4 Shop Drawing Submittals

- i. CONSULTANT will receive, review, evaluate, and distribute (or take other appropriate action in respect of) shop drawings, samples, test results, and other data which Contractor is required to submit. CONSULTANT review shall be for conformance with the design concept of the Project and compliance with the information given in the construction documents. Such review or other action shall not extend to means, methods, sequences, techniques, or procedures of construction selected by Contractor(s), or to safety precautions and programs associated thereto. CONSULTANT will receive and review (for general contents as required by the construction documents) maintenance and operating schedules and instructions, operation and maintenance manuals, guarantees, and certificates of inspection, which are to be assembled by Contractor(s) in accordance with the construction documents.
- ii. CONSULTANT will maintain a submittal log showing dates of submittal, transmittal action to other sub-consultants, dates of return, and review action. Copies of the log shall be furnished to the CITY and the Contractor weekly. CONSULTANT will promptly and in accordance with Project schedule requirements, review and approve, reject or take other appropriate action on the Contractor's request for substitutions. CONSULTANT will not approve any proposed substitution unless such substitution conforms to the Project design concept and the construction documents including the contract price.
- iii. Task effort is based on receiving an estimated total of 20 shop drawing submittals. Submittal review efforts are based upon a maximum of two (2)

reviews per submittal and that no more than fifty percent (50%) of the total number of first submittals will require two (2) 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 deviations) with approval recommendations; and prepare and maintain a submittal log list of all RFP's. CONSULTANT assumes two (2) RFPs.

F. Task 2.6 Field Directives (FD's)

- i. CONSULTANT, without the CITY's prior approval, may authorize or direct minor changes in the Work which are consistent with the intent of the construction contract documents and which do not involve a change in Project cost, time for construction, Project scope, aesthetics, or approved design elements. Any such minor changes shall be implemented by written field order. Except as provided in this paragraph, CONSULTANT shall not have authority to direct or authorize changes in the Work without the CITY's prior written approval; however, CONSULTANT shall provide a copy of any written field order to the CITY.
- ii. CONSULTANT will prepare and submit change order requests explaining the merits for the change and a recommendation for the CITY's approval and acceptance.
- iii. CONSULTANT will negotiate an agreement with the Contractor as to scope of work and cost, time or both associated with the change in Work. The change order shall include a written justification for the cost of the Work. CONSULTANT will administer and manage minor changes, change order requests, and change orders on behalf of the CITY. Change orders shall be prepared on a standard form provided by the CITY. Should a change order request be accepted by the CITY in the absence of an agreement with the Contractor as to cost, time, or both, CONSULTANT will:
 - A) receive and maintain all documentation pertaining to the change order request required of the Contractor;
 - B) examine such documentation on the CITY's behalf;
 - C) take such other action as may be reasonably necessary or as the CITY may request; and
 - D) make a recommendation to the CITY concerning any appropriate adjustment in the construction cost and/or time, and prepare a change order for Contractor's acceptance and CITY approval.
- iv. Changes and substitutions shall be limited to the scope of the Project as defined by the construction documents or additional work as may be requested by the CITY. CONSULTANT will promptly consult with and advise the CITY concerning, and shall administer and manage, all change order requests and change orders.
- v. CONSULTANT will prepare, when requested by the CITY, required drawings, specifications and other supporting data regarding minor changes, change order requests, and change orders. 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 two (2) FD's.

G. Task 2.7 Contractor Payment Applications

- i. CONSULTANT will review, prepare comments, and reach agreement with the Contractor on the progress represented in the Contractor's schedule of values. The monthly schedule update, schedule of values, in combination with CONSULTANT's field inspections, and the progress schedule shall be used by

CONSULTANT to determine the appropriateness of the Contractor's request for payment.

- ii. CONSULTANT, as an experienced and qualified professional, and on review of applications for payment and the accompanying data and schedules, determine the amounts owed to Contractor and recommend in writing, payments to Contractor in such amounts; such recommendations of payment will constitute a representation to CITY, based on such inspections and review, that;
 - A) the work has progressed to the point indicated;
 - B) to the best of CONSULTANT's knowledge, information and belief, the quality of such work is in accordance with the construction documents (subject to an evaluation of such work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the construction documents, and to any qualifications stated in the recommendation); and
 - C) payment of the amount recommended is due and owed to the Contractor.
- iii. For unit price work, CONSULTANT's recommendations for payment will be a determination of completed quantities of such work.
- iv. Consultant assumes a maximum of 6 payment applications, with 2 reviews each.

H. Task 2.8 Public Outreach

- i. Not Included

3. CONSTRUCTION INSPECTION

A. Task 3.1 Inspection Services

- i. Construction Inspection is not anticipated at this time.

B. Task 3.2 Landscape / Irrigation Inspection Services

- i. Not Included

C. Task 3.3 Project Closeout

- i. Not Included

4. UTILITY COORDINATION

A. Task 4.1 Utility Coordination

- i. Not Included

5. MATERIALS TESTING

A. Task 5.1 Quality Control (QC) Test Program

- i. Not Included

B. Task 5.2 Quality Assurance (QA) Test Program

- i. Not Included

6. RECORD DRAWINGS

A. Task 6.1 Record Drawings

- i. Not Included

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.

EXHIBIT B
FEE SCHEDULE

EXHIBIT "B"
CONSTRUCTION MANAGEMENT
SCOPE OF SERVICES
FEE SCHEDULE

Task	Description	Cost
1	PRE-CONSTRUCTION ASSISTANCE	
1.1	Pre-Construction Assistance	\$ 5,568.00
SUBTOTAL TASK 1:		\$ 5,568.00
2	CONSTRUCTION MANAGEMENT	
2.1	Weekly Construction Meetings	\$ 13,568.00
2.2	CPM Schedule	\$ 8,844.00
2.3	Perform Site Visits	\$ -
2.4	Requests for Information (RFI)	\$ 24,890.00
2.5	Shop Drawing Submittals	\$ 44,738.00
2.6	Requests for Proposal (RFP)	\$ 7,470.00
2.7	Field Directive (FD)	\$ 9,438.00
2.8	Contractor Payment Applications	\$ 8,104.00
2.9	Public Outreach	\$ -
SUBTOTAL TASK 2:		\$ 117,052.00
3	CONSTRUCTION INSPECTION	
3.1	Inspection Services	\$ -
3.2	Landscape/Irrigation Inspection Services (IF APPLICABLE)	\$ -
3.3	Project Closeout	\$ -
SUBTOTAL TASK 3:		\$ -
4	UTILITY COORDINATION	
4.1	Utility Coordination	\$ -
SUBTOTAL TASK 4:		\$ -
5	MATERIALS TESTING	
5.1	QC Test Program	\$ -
5.2	QA Test Program	\$ -
SUBTOTAL TASK 5:		\$ -
6	RECORD DRAWINGS	
6.1	Record Drawings	\$ -
SUBTOTAL TASK 6:		\$ -
ALLOWANCES		
SUBTOTAL ALLOWANCES:		\$ -
SUBCONSULTANTS		
SUBTOTAL SUBCONSULTANTS:		\$ -
OWNER'S ALLOWANCE		
Direct Expense Allowance		
Owner's Allowance		\$ 15,000.00
OWNER'S ALLOWANCE		\$ 15,000.00
PROJECT TOTAL:		\$ 137,620.00



EXHIBIT "B-2"
Hours and Rates

Principal	Sr. PM	Sr. PM (E/M/C, Str., Process)	Const. PM	Sr. Eng. /RPR	Project Engineer / Prof	Lead Const. Inspector	Sr Elec. Inspector / Designer	Senior CADD Tech	Senior Admin	< PROJECT ROLE	< NAME OF PERSON
Uday Gandhi	Sreeram Rengaraj, Craig Ramsay	Damien Tonnelle, Scott Lontzen, Jaco Kruger, Larry Kiser, Chris Yarn	Dave Corrie, Jeff Johannes	Kleigh Phillips, Vineet Awasthi, Sydney Admonis, Daniel Hickey	Muthu Kannesan, Joi Sandhu, Yago Freire, Channing Allen, Sai Chilakalapudi, Mithree Bork	Kristen Reichard, Martin Villanueva, Paul Cooper	Jason Gilley, Carlos Alvarez	Kam Casey, Amber Andrade, Timbree Smith	Brandy Nixon, Amilee Dunneback		
\$	293.00 \$	293.00 \$	254.00 \$	225.00 \$	215.00 \$	174.00 \$	145.00 \$	215.00 \$	125.00 \$	115.00 \$	< HOURLY RATES
TASK DESCRIPTION											
1. Preconstruction Assistance											
	2	4	0	8	6	0	2	0	0		
Preconstruction Assistance	2	4	0	8	6	0	2	0	0		
2.0 Construction Management											
	4	38	16	84	66	204	44	32	76		
Weekly Construction Meetings	0	4	2	16	8	20	8	8	8		74
GPM Schedule	0	8	0	16	0	0	20	0	0		44
Perform Site Visits	0	0	0	0	0	0	0	0	0		0
Requests for Information	2	4	4	8	16	48	4	24	24		134
Shop Drawing Submittals	2	8	8	8	28	124	4	24	40		246
Request for Proposals	0	2	2	8	8	8	0	8	4		40
Field Directives	0	4	0	12	6	4	0	12	8		46
Contractor Payment Applications	0	8	0	16	0	0	8	8	0		40
Public Outreach	0	0	0	0	0	0	0	0	0		0
3. Construction Inspection											
	0	0	0	0	0	0	0	0	0		0
Inspection Services	0	0	0	0	0	0	0	0	0		0
Landscaping and Inspection Services	0	0	0	0	0	0	0	0	0		0
Project Closeout	0	0	0	0	0	0	0	0	0		0
4. Utility Coordination											
	0	0	0	0	0	0	0	0	0		0
Utility Coordination	0	0	0	0	0	0	0	0	0		0
5. Materials Testing											
	0	0	0	0	0	0	0	0	0		0
QC Test Program	0	0	0	0	0	0	0	0	0		0
QA Test Program	0	0	0	0	0	0	0	0	0		0
6. Record Drawings											
	0	0	0	0	0	0	0	0	0		0
Record Drawings	0	0	0	0	0	0	0	0	0		0
ALLOWANCES											
	0	0	0	0	0	0	0	0	0		0
TOTAL HOURS:											
	6	42	16	92	72	204	46	62	32	76	648

EXHIBIT C
SUBCONSULTANT DOCUMENTS WITH CONSULTANT

Any subconsultant assumptions, clarifications, exclusions, terms & conditions, signature blocks, etc. included are strictly between the Consultant and their subconsultants, and do not apply to the Agreement between the Consultant and the City.

N/A