



**AMENDMENT NO. 1 TO
PRE-CONSTRUCTION SERVICES AGREEMENT**

**WATER SYSTEM UPGRADES PROGRAM
PROJECT NO. WA2100.251**

Council Date: October 16, 2025

THIS AMENDMENT NO. 1 ("Amendment No. 1") to the professional services agreement dated November 26, 2024, (the "Agreement") is made by and between the City of Chandler, an Arizona municipal corporation, ("City") and Archer Western Construction, LLC, an Illinois 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 pre-construction services ("Services") for the Water System Upgrades Program 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. 1 and the Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual promises contained in the Agreement and this Amendment No. 1, 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 207 calendar days for a revised total of 626 calendar days.

SECTION III – PAYMENT OF COMPENSATION AND FEES

The Fees are increased by \$356,673 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 \$1,270,638.

SECTION IV – CONFLICT AMONG DOCUMENTS

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

"CITY"
CITY OF CHANDLER

"CONSULTANT"
ARCHER WESTERN CONSTRUCTION, LLC

Mayor

Kyle Ledbetter September 17, 2025
Signature Date

RECOMMENDED BY:

Daniel Haskins September 18, 2025
Daniel Haskins, P.E.
CIP City Engineer

Kyle Ledbetter
Print Name

Program Manager
Title

kledbetter@walshgroup.com
Signer Email Address

APPROVED AS TO FORM:

City Attorney 

ATTEST:

City Clerk Seal

AMENDMENT NO. 1 (cont.)
PROJECT: WA2100.251
PROJECT NO.: Water System Upgrades Program

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

Amendment authorized by Owner name: Gina Ishida-Raybourn Date: 9/3/2025		
Consultant Contact Name: Kyle Ledbetter email: kledbetter@walshgroup.com		
Original Agreement amount:	\$913,965	
Previous Amendment(s) total:	N/A	
Last Agreement amount approved by Council:	\$913,965	
This Amendment:	\$356,673	
This Amendment + previous Amendment(s) not approved by Council total:	\$356,673	
Revised Agreement total:	\$1,270,638	
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:	11/26/2024	
Agreement time prior to this Amendment (including previous amendments):	<u>419</u> Calendar Days	
Net change resulting from this Amendment:	<u>207</u> Calendar Days	
Revised Agreement time (including this Amendment):	<u>626</u> Calendar Days	
Council Approval (if applicable)		
Council Approval Date: 10/16/2025		

cc: Project Manager, Consultant, Owner, File

EXHIBIT A

SCOPE OF WORK



July 31, 2025

Gina Ishida-Raybourn, PE
Utilities Engineering Manager
Public Works & Utilities | Utilities Administration
City of Chandler

**Re: CM@Risk Preconstruction Services Proposal – Amendment #1
Project WA2100.251 Pecos Surface Water Treatment Plant Improvements**

Archer Western Construction, LLC (Archer Western) appreciates the continued opportunity to collaborate with the City of Chandler (City) Public Works & Utilities Department and its selected design team (Hazen) during the design phase of the Pecos Surface Water Treatment Plant (WTP) Improvement project. In this proposal to amend the existing preconstruction services contract, we have prepared a detailed scope of work (Attachment 1) and schedule of values (Attachment 2) for your final review and approval.

Based on the current schedule established with City and Hazen staff, we are assuming an additional 6-month preconstruction services duration commencing in January 2026. We have used Exhibit A CM@Risk Pre-Construction Services Scope of Work document and Archer Western's past experience to develop the requirements and corresponding schedule of values.

Archer Western will continue to invoice monthly with back-up information provided as described in the scope of work. Allowances will only be used upon written approval from the City.

We are looking forward to continue providing exceptional preconstruction services to ensure the City and Hazen are provided with the greatest value for the Pecos WTP and ongoing operations.

In your review, please let us know if you have any questions/comments or if you need additional information to complete the review.

Respectfully,

Nathan Antonneau, P.E.
Preconstruction Manager

Kyle Ledbetter
Project Director

Attachment 1: Preconstruction Services Scope of Work
Attachment 2: Preconstruction Services Schedule of Values

TABLE OF CONTENTS

OVERVIEW 1

ASSUMPTIONS 1

PROPOSED PRECONSTRUCTION MANAGEMENT TEAM 1

PRECONSTRUCTION SERVICES SCOPE OF WORK 2

 17.2 – GENERAL 2

 17.3 - DETAILED PROJECT SCHEDULE 3

 17.4 – DESIGN DOCUMENT REVIEWS 3

 17.5 – BASELINE COSTS MODEL, DETAIL COST ESTIMATE, SCHEDULE OF VALUES 5

 17.6 – SUBCONTRACTOR AND MAJOR SUPPLIER SELECTIONS 6

 17.7 – GMP PROPOSAL 6

 17.8 – PAYMENT PROCEDURE FOR PRE-CONSTRUCTION SERVICES..... 7

ALLOWANCE ITEMS..... 7

ATTACHMENTS

- 1. PRECONSTRUCTION SERVICES SCOPE OF WORK
- 2. SCHEDULE OF VALUES

ATTACHMENT 1

PRECONSTRUCTION SERVICES SCOPE OF WORK



OVERVIEW

The scope of work (SOW) description follows Section 17 of the General Conditions and corresponds with the schedule of values (SOV).

ASSUMPTIONS

Archer Western is assuming the following for the development of the Schedule of Values:

- The initial preconstruction phase is anticipated to be November 2024 through December 2025.
- The amended preconstruction services phase is anticipated to be January 2026 through June 2026.
- The SOV includes preconstruction activities that include design from 60% through 100% (final design) as requested by the City.
- Pricing has been put together based the initial phase for preconstruction services.
- Ozone will not be part of the project and Chlorine dioxide may be used as a pre-oxidant.
- Autodesk Construction Cloud (ACC) will be used for collaboration with team members. It is assumed that the Hazen Revit files will be made available to the CM@Risk at least on a weekly basis (preferably more frequently).
- Submittals will be electronically transmitted.
- Meeting attendance will have both virtual and in person option.

PROPOSED PRECONSTRUCTION MANAGEMENT TEAM

The following personnel are assigned to the preconstruction services team.

- Project Director: Kyle Ledbetter
- Preconstruction Manager: Nathan Antonneau
- Constructability Manager: Doug Post
- Superintendent: Jimmy Foster
- Felix Electric Preconstruction Manager: Jason Lipsky
- Felix Electric Technical Advisor: Brad Fransen
- Chief Estimator: Ali Minerva
- AWC Estimators: Tony Jannero, Jonas Vikander, Jacob Roberson, David Songer
- Felix Electric Estimator: Zach Watts
- BIM Modeling: Brent Bieske
- Preconstruction Admin: Kristine Aldrin



PRECONSTRUCTION SERVICES SCOPE OF WORK

17.2 – GENERAL

17.2.3. Meetings & Workshops

17.2.3.A Project Kick-off / Chartering Meeting

Not applicable.

17.2.3.B Project Progress Meetings

Description: Archer Western and Felix Electric staff will attend Project Progress meetings for the duration of the preconstruction phase to coordinate design tasks with the City and Hazen. Archer Western and Felix Electric Staff will attend and participate, as may be appropriate, in meetings related to the following:

Assumptions: Monthly meetings with an expected duration of 1-hour and will be attended virtually via Teams.

17.2.3.B Miscellaneous Project Meetings

Description: Archer Western and Felix Electric staff will hold internal coordination and review meetings throughout the course of design and preconstruction phase.

17.2.3.C Designer/CM@Risk Coordination Meeting

Description: Archer Western and Felix Electric staff will attend project meetings with Designer to review design progress, evaluate constructability, discuss schedule updates, and workshop alternate scenarios to achieve the desired project budget and schedule goals.

Assumptions: Bi-weekly meetings with an expected duration of 1-hour and will be attended virtually via teams.

17.2.3.D Owner/CM@Risk Coordination Check-In

Description: Archer Western will attend bi-weekly check-in with Owner and Program Manager/Designer to flush out any outstanding or upcoming financial and non-financial tasks.

Assumptions: Bi-weekly meetings with an expected duration of 30 minutes and will be attended virtually via teams.

17.2.3.E GMP Review/Negotiation Meetings

Description: Archer Western and Felix Electric staff will participate in meetings with City and Hazen to review the GMP after submission.



Assumptions: It is assumed there will be one (1) resolution meeting for GMP-3.

17.3 - DETAILED PROJECT SCHEDULE

17.3.2.A Develop Preliminary Construction Schedule & Phasing Plans

Not applicable.

17.3.2.B Develop Baseline Construction Schedule

Description: Archer Western and Felix Electric will develop a preconstruction deliverable schedule, preliminary construction schedule and phasing plan for the overall project in association with the baseline cost model and proposed construction activities and the remainder of the construction phase.

Assumptions: A P6 schedule will be provided for items included in each GMP. The full baseline construction schedule will be included in the amendment for delivery of the project's baseline schedule at the final GMP.

Deliverable: A pdf copy and .xer file of the schedule will be provided at each GMP. The baseline construction schedule will be finalized after the construction contract award.

17.3.5 Long Lead Analysis and Recommendations

Not applicable.

17.3.6 Equipment Plan

Not applicable.

17.4 – DESIGN DOCUMENT REVIEWS

17.4.4 Constructability/Biddability Analysis

Description: In review of the drawings, specifications, and other relevant design information, Archer Western will identify opportunities to improve the constructability of the work elements. Archer Western will also engage subcontractors, suppliers, and process equipment manufacturers to assess the biddability of work packages. Information gathered will be presented in a meeting and/or workshop setting.

Assumptions: Bluebeam Revu and/or ACC will be used for constructability reviews.

Deliverable: In advance of the meetings/workshops, Archer Western will prepare the constructability/biddability agenda information and submit to the City. Any subsequent documentation developed from the meeting/workshop action items will be submitted to Pecos SWTP.



17.4.4.2 Document Complementary Review and Cross Checks

Description: Archer Western will perform reviews and provide written comments regarding the bid-ability of the Project. Archer Western will check cross-references and complementary Drawings and sections within the specifications per GC section 17.4.4.2.

Assumptions: Bluebeam Revu and/or ACC will be used for comments and RFIs

17.4.6 Value Analysis & Alternate Approach Evaluation & Meetings/Workshops

Description: Throughout the course of design, Archer Western will identify opportunities to enhance value to the City through alternate strategies. Alternate strategies may be construction means and methods, alternative materials or equipment that perform the same function, or scope evaluation with respect to project priorities. Archer Western will also consider operating costs and maintainability features of the work elements in the evaluation.

Deliverable: Archer Western will submit a Value Analysis & Alternate Strategies Summary at 90% and host a meeting/workshop to review submitted information.

17.4.7 Utility/Site Investigations

Not applicable.

17.4.8 Site Utilization Plan

Not applicable.

17.4.9 Utility Design Review and Comment

Not applicable.

17.4.10 Maintenance of Plant Operations (MOPOs)

Description: Archer Western and Felix Electric will continue to evaluate scope and design for tasks that have the potential to affect plant operations; lead development of planning to minimize or eliminate disruption to Owner's facilities. This may require a plant visit to discuss options with WTP plant staff to understand operational constraints.

Deliverable: Archer Western will submit a revised MOPO plan.



17.5 – BASELINE COSTS MODEL, DETAIL COST ESTIMATE, SCHEDULE OF VALUES

17.5.2 Cost Model Reports (Baseline-30-60-90)

17.5.2.A Baseline Cost Model

Not applicable.

17.5.2.B Cost Model (30% Design)

Not applicable.

17.5.2.C Cost Model (60% Design)

Not applicable.

17.5.2.D Cost Model (90% Design)

Description: Upon receipt of acceptable 90% drawings and specifications, Archer Western will review all available information regarding the design and scope of the Project using Archer Western's experience in performing similar work, knowledge of similar projects and current and projected construction costs and, based upon that review, must update the Cost Model for review by the Project Team and approval by City.

Deliverable: 90% cost model report, both hard copy and electronic copy.

17.5.2.E Continuous Cost Model/Estimate Updates (Design Evolution Log)

Description: Archer Western will track, estimate/price, and address the Project Team's overall project cost issues that arise outside of the Baseline Cost Model and the latest approved Detailed Cost Estimate such as: City generated changes, Project Team proposed changes, alternate system analysis, constructability items and value engineering analysis.

Deliverable: Archer Western will create and update a design evolution log at 90% cost model comparing to 60% cost model.

17.5.4 Schedule of Values

Description: For each GMP, Archer Western will prepare and submit a Schedule of Values for review by the Project Team and approval by City. The Schedule of Values will be developed and submitted following the approved GMP but prior to the commencement of construction activities.

Assumptions: SOV will be based on AIA Document G703.

Deliverable: Schedule of Values for each GMP proposal.



17.6 – SUBCONTRACTOR AND MAJOR SUPPLIER SELECTIONS

17.6.1. Subcontractors

17.6.1.A Procurement Prequalifications & Subcontractor Prequalifications

Description: Archer Western will evaluate potential suppliers and subcontractors with respect to safety, financial capacity, ability to meet/exceed schedule, and quality to obtain adequate pool of acceptable bidders.

Assumption: Included in early preconstruction scope is prequalification of long lead vendors and manufacturers. Additional time is added for GMP3 subcontractors, vendors and manufacturer's scopes.

Deliverable: Archer Western will submit a Prequalification List.

17.6.1.B Subcontractor Selection Plan

Not applicable.

17.6.2 Subcontractor Bid Evaluation/Reports

Description: Archer Western will prepare and submit a detailed list of recommended subcontractors and summary report of the entire selection process.

Deliverable: Archer Western will submit bid comparison sheets with each GMP.

17.6.7 Pre-bid Conference

Not applicable.

17.7 – GMP PROPOSAL

17.7.5.A Early Equipment/Early GMP Preparations

Not applicable.

17.7.5.B GMP Preparation and Submission

Description: Archer Western and Felix Electric will prepare and submit the GMP Proposal in accordance with City's request for GMP Proposal requirements based on the most current completed Drawings and Specifications at that time, which unless otherwise directed by City in writing, will be at 100% Construction Drawings.

Deliverable: Archer Western will submit GMP3 which will include the scope of work, cost model, CPM schedule, assumptions / clarifications, risk register, subcontractor / material quotations, and other supporting information.



17.8 – PAYMENT PROCEDURE FOR PRE-CONSTRUCTION SERVICES

17.8.1 Monthly Progress Reports/Request for Payment

Description: Archer Western will prepare and submit a monthly request for payment accompanied by a progress report, detailed invoices and receipts, if applicable.

Deliverable: Archer Western will submit monthly invoices with appropriate back-up information.

ALLOWANCE ITEMS

A.1 Topographic Survey

Not applicable.

A.2 Site Utility Investigations (Potholing)

Not applicable.

A.3 Order Long Lead Items

Description: An allowance to be used to order materials for long lead items, including streetlights, heads, and traffic poles (as directed by City). Archer does not anticipate any long lead procurement outside of GMP long lead items. An allowance is being carried in the event the City wants to purchase an item quickly.

Deliverable: As necessary, Archer Western will submit a written request to the City with the cost estimate and applicable back-up information for approval.

A.4 Owner's Allowance (Contingency)

Description: This allowance is for out-of-scope requests by the City. In the schedule of values, it is an assumed value as 10% of the scope of work value.

Deliverable: As necessary, Archer Western will submit a written request to the City with the cost estimate and applicable back-up information for approval.

A.5 Subcontractor Consulting Allowance

Not applicable.

A.6 Cash Flow Projections

Not applicable.

EXHIBIT B
FEE SCHEDULE

ATTACHMENT 2

PRECONSTRUCTION SERVICES SCHEDULE OF VALUES

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