



**AMENDMENT NO. 7 TO  
CONSULTANT SERVICES AGREEMENT**

**Water System Upgrades Program  
Project No. PW3-925-4631**

**Council Date: June 25, 2026**

**THIS AMENDMENT NO. Seven** ("Amendment No. 7") to the professional services agreement dated October 24, 2023 (the "Agreement") is made by and between the City of Chandler, an Arizona municipal corporation, ("City") and **Hazen and Sawyer, P.C., a New York professional corporation** ("Consultant"), on this \_\_\_\_ day of \_\_\_\_\_, 2026 ("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: **Consultant 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 additional services for the City under the terms and conditions set forth in this Amendment No. 7 and the Agreement.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the premises and mutual promises contained in the Agreement and this Amendment No. 7, 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 extended by 871 calendar days for a total contract duration of 1,875 calendar days.

## **SECTION III – PAYMENT OF COMPENSATION AND FEES**

The Fees are increased by \$10,475,300 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 \$26,123,635.

## **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. 7 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. 7.

**“CITY” CITY OF CHANDLER**

**“CONSULTANT”  
Hazen and Sawyer, P.C.**

\_\_\_\_\_  
MAYOR

*Curtis Courter*  
\_\_\_\_\_  
Signature Date

**RECOMMENDED BY:**

\_\_\_\_\_  
Curtis Courter  
\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Jeremy Abbott  
Public Works and Utilities Director

\_\_\_\_\_  
Vice President  
\_\_\_\_\_  
Title  
ccourter@hazenandsawyer.com  
\_\_\_\_\_  
Signer Email Address

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney *JMB*

**ATTEST:**

\_\_\_\_\_  
City Clerk Seal

Amendment No. 7 (cont.)  
Project No. PW3-925-4631

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

<b>Amendment authorized by Owner name:</b> Jeremy Abbott		<b>Date:</b> 5/28/2026	
<b>Consultant email:</b> ccourter@hazenandsawyer.com			
Original Agreement amount:	\$695,720		
Previous Amendment(s) total:	\$15,648,335		
Last Agreement amount approved by Council:	\$2,596,700		
This Amendment:	\$10,475,300		
This Amendment + previous Amendment(s) not approved by Council total:	\$10,660,770		
Revised Agreement total:	\$26,123,635		
<b>Council Approval Required</b> (yes indicates approval required)	<b>Yes</b>	<b>No</b>	
Amendment(s) total over \$100,000:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Amendment(s) total causes Agreement to exceed \$100,000:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<b>Agreement Time</b>			
Agreement time prior to this Amendment (including previous amendments):	<u>1024</u> Calendar Days		
Net change resulting from this Amendment:	<u>871</u> Calendar Days		
Revised Agreement time (including this Amendment):	<u>1,895</u> Calendar Days		
<b>Council Approval</b> (if applicable)			
Council Approval Date: <u>10/16/2025</u> Item No. 37			

cc: Project Manager, Consultant, Owner, File

**EXHIBIT A**  
**SCOPE OF WORK**

## Project Background

The City of Chandler (City) has hired Hazen and Sawyer (Consultant) to serve as Program Manager for the Water System Upgrades Program. This Program consists of the planning, design, and construction phases.

During the planning phase, several improvement projects for the Pecos Surface Water Treatment Plant (PSWTP) were identified and recommended for meeting the program objective to reliably operate the plant at 60 MGD capacity while also addressing the water quality challenges with respect to high total organic carbon in the finished water. The project team decided to move forward with the top 5 priority projects, listed below and described in the Strategic Execution Plan developed as part of the planning phase of the Program.

- **42.1 Filters 9-12 Rehab:** Design and construction of this project was completed in July 2025 as part of the Amendment 4 scope.
- **43.1 Post Filter GAC Contactors:** New concrete GAC contactors with a nominal capacity of 30 MGD, influent pump station, ancillary components, site improvements, yard piping connections, and a new electrical building.
- **86.1 Chlorine Dioxide:** Chlorine dioxide generator equipment, storage tanks for necessary chemicals, ancillary mechanical equipment, electrical equipment, and a building to house the equipment. Site improvements and yard piping connections will be included.
- **65.1A EQ Pumps:** Replacement and improvement of the recycle pumps located within Equalization Basin Nos. 1 and 2 and related piping improvements.
- **75.1D Dewatering Building:** New dewatering facility, which includes mechanical dewatering equipment housed within a prefabricated building, ancillary mechanical equipment (e.g. feed pumps, polymer pumps, dry solids conveyance system), electrical equipment, HVAC, plumbing, and site and yard piping improvements and connections.

This project utilizes the Construction Manager at Risk (CMAR) delivery method. There are 3 Guaranteed Maximum Price (GMP) packages associated with this project.

- GMP 1: Construction of 42.1 Filters 9-12 Rehab (complete)
- GMP 2: Pecos SWTP Long Lead & Early Works Package (ongoing)
- GMP 3: Pecos SWTP Balance of Construction

The original contract and subsequent amendments covered Program Management, Detailed Design, Permitting and Construction Management services through completion of GMP2 in July 2026. This scope of work covers Program and Construction Management services from August 2026 through January 1<sup>st</sup> 2029 which is when completion of GMP3 construction activities is anticipated. Details of the tasks included in this scope of work are described below.

## **1. Program Management**

Consultant will perform Program Management tasks as outlined in the Water Program PW3-925-4631 Amendment 4 scope Task 1. This amendment extends the duration of services from end of July 2026 through January 1<sup>st</sup> 2029.

## **2. Preliminary Design**

*Not used – See Amendment 4.*

## **3. Detailed Design**

*Not used – See Amendment 4.*

## **4. Permitting**

*Not used – See Amendment 6. Permitting at end of construction covered in Task 6 of this scope.*

## **5. CMAR Coordination During Design**

*Not used – See Amendments 4 and 6.*

## **6. GMP 3 (Pecos SWTP Balance of Design) CM Services**

Consultant will provide Construction Management Services for GMP 3.

### **6.1 Pre-Construction Assistance**

#### **6.1.1 Pre-construction Assistance**

These services are covered under Amendment 6, Task 5.

### **6.2 Construction Management**

#### **6.2.1 Weekly Construction Meetings**

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

#### **6.2.2 CPM Schedule**

Consultant will review and evaluate Contractor's initial CPM schedule and provide recommendations for acceptance.

Consultant will review Contractor's monthly CPM schedule updates submitted with each payment application, identify CPM tasks that are behind schedule that may affect critical path items, project substantial and final completion dates and initiate correspondence to City regarding those tasks. Consultant assumes one draft and one final review of updated CPM schedule.

#### **6.2.3 Requests for Information (RFI)**

Consultant will review, evaluate, and respond to Contractor Requests for Information (RFI's); and prepare and maintain a submittal log of all RFI's. Consultant assumes ~400 RFI responses.

#### **6.2.4 Submittals**

Consultant will obtain from the Contractor and review a proposed submittal schedule of shop drawings, samples, submittals, and operation and maintenance (O&M) manuals required by the contract for construction, along with the anticipated dates for submission. Consultant will prepare and maintain a submittal log of all shop drawing submittals. Consultant assumes a maximum of 750 submittals including resubmittals.

#### **6.2.5 Work Change Directive**

Consultant will issue field instructions, orders or similar documents during construction as provided in the contract for construction. Consultant may authorize minor variations in the work which do not involve an adjustment in the Contractor's contract price nor time for construction and are not inconsistent with the intent of the contract documents.

Consultant will assist the City with the issuance of field directives to authorize allowances in the contract for construction. Consultant will also review Contractor requested changes to the contract for construction. The Consultant will make recommendations to the City regarding the acceptability of the change order and, upon approval of the City, assist the City in negotiations of the requested change. Upon agreement and approval, the Consultant will assist the City in preparing final change order documents.

Consultant will maintain logs regarding the status of field directives, including pending field directives and their amounts. Consultant will also receive, log, and notify the City about all letters and notices from the Contractor concerning claims or disputes between the Contractor and City pertaining to the acceptability of the work or the interpretation of the requirements of the contract for construction.

#### **6.2.6 Contractor Payment Applications**

Consultant will review and evaluate Contractor monthly payment applications and make recommendations 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 monthly payment applications, with one draft and one final review for each.

## **6.3 Construction Inspection**

### **6.3.1 Inspection Services**

Consultant will provide full time construction inspection to verify materials and installations conform to construction documents; prepare inspection reports at each visit documenting Contractor construction activities and progress during field inspection visits; and perform special inspections with reports as required. Consultant assumes 5 visits per week for 8 hours each for the duration of the project.

Consultant will review and verify Contractor's Quality Control material test type and frequencies are consistent with City and MAG; review and evaluate Contractor's QC test schedule and provide recommendations on acceptance; and review and evaluate all Contractor sampling, test, and inspection results for conformance with construction documents.

### **6.3.2 Project Closeout**

Consultant will secure Approval of Construction (AOC) from MCESD. The Consultant will review all Approval to Construct Permit Stipulations and prepare all required documentation and will submit on behalf of the City to MCESD.

Consultant will 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; make recommendation to the City for issuance of Contractor Substantial Completion; and complete and distribute Substantial Completion certificates.

Consultant will schedule and conduct Final Completion inspection; make recommendations to the City for issuance of Contractor Final Completion; and complete and distribute Final Completion certificates.

Consultant will provide all documents in an electronic version that matches the City's filing system, so it can be imported into City's files.

Consultant will participate in a meeting with City staff and Contractor to review request for information log to discuss lessons learned during the course of construction.

Consultant will coordinate with the Contractor for the submission of required warranties, guarantees, lien releases and other similar documents as required by the contract for construction. Consultant will advise the City as to the acceptability and compliance of these documents with the contract for construction. Consultant will provide to the Owner an organized set of project documents and records.

## **6.4 Testing And Startup**

### **6.4.1 Equipment Testing and Facility Startup**

Startup planning meetings shall be conducted by Consultant in order to facilitate completion and communication of the start-up plan. The Consultant will review Contractor's start up plan which will

include facility and performance demonstration plans. Consultant will be present for up to 4 days of factory acceptance testing (FAT). It is assumed that site instrumentation and controls verification will take 3 months. Consultant will provide witness to this checkout to verify functionality of instrumentation and controls. It is assumed site equipment testing will take 2 months. Consultant will provide witness to this testing to verify performance of equipment, including manual and automated control functionality.

It is assumed site acceptance testing (SAT) and system performance testing will take 1 month. The Contractor will perform testing under the witness of the Consultant. A report will be issued for the testing based on data presented by the Contractor.

Consultant will prepare a performance testing plan and Approval to Commence Operations (ATCO) application to submit to MCESD for approval to initiate performance testing while sending filtered water to distribution. The Consultant will review all Approval to Construct Permit Stipulations and prepare all required documentation and will submit on behalf of the City to MCESD.

Upon completion of start-up, Consultant will review functional and performance test results submitted by Contractor and advise City if the facility is functioning in accordance with contract documents.

As part of the Start Up plan, the Consultant will receive and review disinfection plan and procedures including review and approval of independent testing agency for performing water quality sampling and testing. Consultant will witness disinfection performance. Upon receiving water quality test results from the Contractor, the Consultant will review and advise the City on the acceptance and water quality is met based upon the conformance of bacterial limitations for public drinking water.

## **6.5 Record Drawings**

### **6.5.1 Record Drawings**

Consultant will review and monitor Contractor's weekly updates on red-line drawing set.

Consultant will coordinate the Contractor's submittal of construction red lines of drawings, specifications and other record documents in preparation for finalizing record drawings and will transmit these to the Owner. The Consultant will meet with the Contractor to discuss the preparation and submittal of record drawings. The Consultant will provide resident engineer stamp/certification on record drawings cover sheet and ensure all required signatures on the cover sheet.

Consultant will deliver record drawings in digital pdf format and 1 set of 24"x36" drawings.

An As-Built Certification note will be included on each drawing that contain as-built changes that will state: "I certify that the "as-built" information shown hereon was obtained under my direct supervision and is correct and complete to the best of my knowledge and belief." This note will be sealed by a Registered Professional Engineer in Arizona. The following note will be included in the title block for each drawing: "This drawing was originally sealed on referenced date by referenced PE, a registered Professional Engineer in Arizona."

Consultant will coordinate and provide documents to Development Services for Building Permit.

#### 6.5.2 Assumptions, Clarifications, and Exclusions

- Application fees for City reviews and permits will be paid by City
- The Owner's Allowance will only be utilized with prior written approval from the City representative.

### 7. Arc Flash Study

Consultant will conduct arc flash evaluation of the Pecos water treatment facility, including all existing electrical equipment and new equipment added as part of the project. Consultant will review record drawing single lines provided and identify any remaining available electrical system drawings of interest (i.e., additional single lines drawings, O&M manuals, test data, etc.) prior to site investigations. Consultant will provide PSWTP a minimum of 3 working days' notice for equipment that requires to be de-energized. The "as-built" and previous study information (where available) will be utilized as a reference, however, a complete review and verification of each applicable piece of the electrical distribution system will be conducted.

Consultant will prepare updated single line diagrams based on the data collected during the site investigation. Based on the information obtained from the site investigation, Consultant will perform a Basis Electrical System Analysis, including building a model for each facility from scratch using SKM Power Tools V10 or ETAP V21. The short circuit analysis and protective device coordination will be performed utilizing SKM Power Tools V10 or ETAP V21, in accordance with the current edition of National Fire Protection Association Standard 70E (NFPA 70E) – Standard for Electrical Safety in the Workplace and IEEE 1584 procedures for calculating Arc Flash Boundaries and Incident Energies.

Consultant will provide the final of the report which will be signed and stamped by an AZ Registered Professional Electrical Engineer. Upon PSWTP's approval of the Final Arc Flash Hazard Analysis Report, printed Arc Flash Hazard warning labels will be provided to PSWTP.

#### Assumptions:

PSWTP staff will remove electrical equipment covers and assist with data collection for the plant.

#### Deliverables:

- Report including Electrical System Analysis, Short-Circuit and Protective Device Corporation Analysis
- Arc Flash Warning Labels

### 8. Other Direct Costs (ODC)

This task is for expenses related to the project, such as QA subcontractor for welding and geotechnical services, and project related travel and shipping.

## **9. Allowances**

### **9.1 Owner's Allowance**

Owner's allowance for any changes to scope. Consultant will request written authorization from the City to utilize the funds. The associated scope will be included in the authorization request.

## EXHIBIT B FEE SCHEDULE

Client	City of Chandler																				
Project	Water System Program - Amendment #7																				
Date	5/14/2026																				
	<b>Name</b>	Curtis Courter	Brindha Dhanasekaran	Daniela Panfil	Jason Curl	Matt Ridens	Deran Pursoo	Sjoberg/ Panez	Chris Currier	Steve Alvira/Varies	Farah Alkerwy	Katie Robles	Zac Sharp	Rahul Raina	Varies	Varies	Varies	Varies	Varies	Varies	
	<b>Classification</b>	Project Director	Program Manager	Deputy Program Manager	Design Project Manager	Process QAQC	Design Manager	CAD/BIM Lead	CM	Inspector	RPR	Sr Engineer	Sr Engineer	Sr. Engineer	Discipline Lead	Sr. Engineer	Mid Level Engineer	Assistant Engineer	Senior Designer	Designer	<b>TOTAL FEE</b>
<b>Task</b>	<b>Description</b>	<b>LEVEL OF EFFORT (HOURS)</b>																			
Task 1	Program Management																				
	PM (08/01/26 to 1/1/2029)	80	2300	3475					100												
Task 6	GMP3 CM Services																				
	Construction Mgmt				1125		2250		4500								3375				
	RFIs				150		250					200	150	200	200	200	200	800			
	Submittals				300		600					400	300	400	300	400	400	1200			
	Work Change Directive				100		100					50	40	50	100						
	Inspection Services									9000	4500						1200				
	Equipment Testing and Facility Startup				160	160	160					160	100	160	240			480			
	Project Closeout				40		80											160			
	Record Drawings				40		80					40	40	40	40					1000	1000
Task 7	Arc Flash																				
	Arc Flash Study (full plant)														350			800			
Task 8	Other Direct Costs (ODC)																				
	QA subcontracts																				
	Expenses (travel, shipping, etc)																				
Task 9	Allowances																				
	Owner's Allowance																				
	TOTAL FEE																				