

AMENDMENT NO. ONE  
PROFESSIONAL SERVICES AGREEMENT  
(SEWER AND MANHOLE REHABILITATION, PHASE V, Contract No. C18-1058)

This Amendment No. One ("Amendment") to the Professional Services Agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2021, ("Effective Date"), by and between the City of Glendale, an Arizona municipal corporation ("City") and Project Engineering Consultants, Ltd. (PEC), an Arizona Corporation authorized to do business in Arizona ("Contractor").

RECITALS

- A. City and Project Engineering Consultants, Ltd (PEC) ("Contractor") previously entered into Professional Services Agreement, Contract No. C18-1058, dated November 13, 2018 ("Agreement"); and
- B. The City is seeking to expand the scope of services provided under the original Agreement; and
- C. The City is increasing the amount of compensation to be paid under this agreement by \$73,084; and
- D. City and Contractor wish to modify and amend the Agreement subject to and strictly in accordance with the terms of this Amendment.

AGREEMENT

In consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Contractor hereby agree as follows:

1. **Recitals.** The recitals set forth above are not merely recitals but form an integral part of this Amendment.
2. **Term.** The term of the Agreement is extended for a two-year period from (November 13, 2021) through November 12, 2023, unless otherwise terminated or canceled as provided by the Agreement. All other provisions of the Agreement except as set forth in this Amendment shall remain in their entirety.
3. **Scope of Work.** The additional services to be provided are identified in the attached as Exhibit B. Contractor agrees to comply with all the terms, conditions of the Professional Services Agreement. Such terms, conditions and specifications are specifically incorporated into and are an enforceable part of this Agreement.
4. **Compensation.** Additional compensation for the change in the Scope of Work is required for the project during the entire term is increased by an additional \$73,084 as specifically detailed in the attached Amended Exhibit D (Time and Materials).

5. **Insurance Certificate.** Current certificate will expire on November 1, 2021 and a new certificate applying to the extended term must be provided prior to this date to Materials Management and the Contract Administrator.
6. **Non-discrimination.** Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.
7. **No Boycott of Israel.** The Parties agree that they are not currently engaged in and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393. Unless and until the District Court's injunction in *Jordahl v Brnovich*, 336 F. Supp.3d 1016 (D. Ariz. 2018) is stayed or lifted, the Anti-Israel Boycott Provision (A.R.S. §35-393.01 (A)) (if applicable to this agreement) is unenforceable and the City will take no action to enforce it.
8. **Attestation of PCI Compliance.** When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.
9. **Ratification of Agreement.** City and Contractor hereby agree that except as expressly provided herein, the provisions of the Agreement shall be, and remain in full force and effect and that if any provision of this Amendment conflicts with the Agreement, then the provisions of this Amendment shall prevail.

[Signatures on the following page.]

CITY OF GLENDALE, an Arizona  
municipal corporation

\_\_\_\_\_  
Kevin R. Phelps, City Manager

ATTEST:

\_\_\_\_\_  
Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael D. Bailey, City Attorney

Project Engineering Consultants, Ltd.  
(PEC)  
an Arizona Corporation



By: Matt V. Lee

Its: Principal/Project Manager

**EXHIBIT B**  
**Professional Services Agreement**

**SCOPE OF WORK**

**GENERAL**

Work for the Sewer and Manhole Rehabilitation, Phase V, Areas 5, 12, 13, 14 project includes providing full construction administration and inspection services for rehabilitation of the manholes and pipes included in the associated design plans, project management services during the project, and post construction services. Work also includes obtaining a Maricopa County Environmental Services Department (MCESD) Approval of Construction (AOC).

This project is comprised of the four most critical areas of the overall Sewer and Manhole Rehabilitation, Phase V project, which includes a total of 14 separate areas. This project includes a base bid (Area 12) and three bid alternates (Areas 5, 13, and 14). The following scope of work tasks will be completed for each of the areas.

**TASK 1 – PROJECT MANAGEMENT SERVICES**

**1.01 Monitor Progress and Prepare Status Reports**

The Consultant will provide services required to administer the contract and budget, including but not limited to preparation and review of invoices, tracking of expenditures, scheduling of resources, review of project schedule, preparation of monthly progress reports and other routine correspondence required to complete the work.

**TASK 2– CONSTRUCTION PHASE SERVICES**

Following are the specific items of work included on this project for the construction administration and inspection of the Contractor's work. **For the purpose of estimating costs, it is assumed that the construction will take up to 90 calendar days to complete, however, the time to complete is variable depending on the Contractor. The hours included for field inspector assumes a 40-hour work week.**

**2.01 On-Site Inspection and Review of Work**

A Resident Engineer (RE) will be furnished and will observe performance of the work of the Contractor. The RE furnished by the Consultant will be a registered Professional Engineer as recognized by the State of Arizona and will have experience in sewer line and manhole construction and rehabilitation. The RE's dealings in matters pertaining to the on-site work shall in general be only with the inspector, the Consultant and the Contractor, and dealings with subcontractors shall only be through or with the full knowledge of the Contractor.

An inspector will be furnished by the Consultant to maintain a full-time presence at the project site for the assumed contractor's completion time. Through on-site observations of the work-in-progress and field checks of materials and equipment by the RE and Inspector, the Consultant will endeavor to provide protection for the City against defects and deficiencies in the work of the Contractor; but the furnishing of such resident project representation will not make the Consultant responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions or programs, or for the Contractor's failure to perform their work in accordance with the contract documents. The inspector and RE will maintain a presence at the project site with sufficient frequency to be knowledgeable about the progress and quality of the work to:

- 1) Conduct on-site inspections of the work in progress to assist in determining if the work is proceeding in accordance with the construction documents and that completed work conforms to the construction documents.

2) Identify whenever it is believed that any work is unsatisfactory, faulty, or defective or does not conform to the construction documents, or does not meet the requirements of inspections, tests or approval required to be made, or has been damaged prior to final payment; and advise when it is believed work should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.

3) Verify that tests, equipment, and systems start-up and operating and maintenance instructions are conducted as required by the construction documents and in presence of the required personnel, and ensure the Contractor maintains adequate records thereof; observe, record, and report appropriate details relative to the test procedures and start-ups.

4) Accompany visiting inspectors representing public or other agencies having jurisdiction over the project.

#### **2.02 Interpretation of Construction Documents**

The Consultant will receive and transmit clarifications and interpretations of the construction documents. The RE will notify the City's representative of the Consultant's decision prior to issuance to the Contractor.

#### **2.03 Shop Drawings and Test Results**

The 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. The Consultant's 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. The 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.

The Consultant will maintain a submittal log showing dates of submittal, transmittal action to other subconsultants, dates of return and review action. Copies of the log shall be furnished to the City and the Contractor monthly. The 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. The Consultant will not approve any proposed substitution unless such substitution conforms to the project design concept and the construction contract documents including the contract price.

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.

#### **2.04 Meetings**

The Consultant will conduct weekly construction progress meetings, prepare meeting agendas, and prepare and distribute meeting minutes.

#### **2.05 Schedules**

The Consultant will review the progress schedule, schedule of shop drawing submissions and schedule of values prepared by Contractor and consult with City concerning their acceptability.

The Consultant will review and critique the Contractor's progress schedule in accordance with the construction documents. The Consultant will examine the work sequence, durations, interim milestones, and other appropriate scheduling features in accordance with the requirements of the construction documents. The Consultant will prepare a summary of the review comments and will meet and discuss the schedule comments with the Contractor and the City's representative.

The Consultant will review the Contractor's progress schedule updates to the construction schedule in accordance with the construction documents. The Consultant will perform a review of progress accomplished during the period and compare to planned schedule and discuss significant discrepancies with the Contractor. The 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, the Consultant will recommend processing progress payments.

#### **2.06 Change Orders**

The Consultant will promptly consult with and advise the City concerning, and shall administer and manage, all change order requests and change orders. The Consultant will prepare, when requested by the City, required drawings, specifications and other supporting data regarding change order requests and change orders.

The Consultant will prepare and submit change order requests explaining the merits for the change and a recommendation for the City's approval and acceptance. The 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.

The Consultant will administer and manage 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, the Consultant will receive and maintain all documentation pertaining to the change order request required of the Contractor; examine such documentation on the City's behalf; take such other action as may be reasonably necessary or as the City may request; and 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.

#### **2.07 Records**

The Consultant will maintain and provide detailed project records and documentation during the construction phase including correspondence, schedules, submittals, test data, project data, payments, change orders, meeting minutes, clarifications, mark-ups of drawings and specifications, control system documentation and other such documentation. Project records will be delivered to the City's representative upon completion of the construction contract.

The Consultant will maintain at the job site files for correspondence, reports of job conferences, shop drawings and samples submissions, reproductions of original construction documents including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the construction contract, Consultant's clarifications and interpretations of the construction documents, progress reports, and other project related documents.

Prepare daily reports recording Contractor's work performed on the job site, major construction equipment on-site, weather conditions, data relative to questions of extras or deductions, list of visiting officials and representatives of manufacturers, fabricators, suppliers and distributors, daily activities, decisions, on-site equipment, subcontractors on-site, observations in general and specific observations in detail as to observing test procedures.

Receive, review and process daily inspection reports.

Maintain a digital photographic file of the progress of the construction activities throughout the duration of the project. This photo file will consist of color photographs taken to document specific construction activities where the information may be of future value. The photographs will be labeled as to the subject, and date of the photo and the photos will be kept in files which have been formatted to represent the specific construction area of the Project.

#### **2.08 Reports**

Each month, the Consultant will furnish to the City the project progress report describing the progress of the work and Contractor's compliance with the approved progress schedule and schedule of shop drawing submissions.

### **2.09 Substantial and Final Completion Inspection**

Following notice from the Contractor, The Consultant will conduct an inspection to determine if the Project or the work associated with interim milestones is substantially complete in accordance with the construction documents. If the Consultant considers the work substantially complete, the Consultant will deliver to the City and the Contractor the Certificate of Substantial Completion and the punch list, the date for completion of the punch list, and recommend the division of responsibilities between the City and the Contractor. If the work is not substantially complete, the process shall be repeated until the work is substantially complete. Definition of substantially complete as it relates to this project will be determined during the development of the bid documents.

The Consultant will, upon completion of the punch list items as notified by the Contractor, make final inspection to determine if the finished work has been completed to the standard required by the construction documents, determine whether required inspections and approvals for permit compliance have been satisfactorily completed and Contractor has fulfilled the obligations so that Consultant may recommend, in writing, final payment to Contractor and may give written notice to City and the Contractor that the work is acceptable, subject to any conditions therein expressed and in consultation with the City whether the work is finally complete.

### **2.10 Certify Contractor Progress Payments**

The 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 the Consultant's field observations, and the progress schedule shall be used by the Consultant to determine the appropriateness of the Contractor's request for payment.

The Consultant will 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. Recommendations of payment will constitute a representation to City, based on such observations and review, that: the work has progressed to the point indicated; to the best of Consultant's knowledge, information and belief, the quality of such work is in accordance with the Contract Documents; and payment of the amount recommended is due and owing to the Contractor.

For unit price work, the Consultant's recommendations for payment will constitute a determination of completed quantities of such work.

#### **Assumptions**

1. The City will provide materials testing for the project.
2. The City will provide construction staking for the project.

## **TASK 3 – POST CONSTRUCTION PHASE SERVICES**

### **3.01 Closeout Binder**

The Consultant will prepare a project closeout binder that includes all of the project construction-related paperwork from beginning of construction to completion of construction.

### **3.02 Record Drawings**

The Consultant will prepare a set of record drawings showing those changes made during construction and sealed by the engineer of record. Record drawing information shall be based on marked-up prints, drawings, and other data furnished by Contractor(s) to Consultant which Consultant will review for accuracy and completeness. The Consultant's RE will review and coordinate the record drawings. The record drawings shall be available to the City within thirty (30) days of receipt of all data in its entirety from the Contractor.

### **3.03 Coordinate and Obtain Approval of Construction (AOC) from MCESD**

The Consultant will coordinate with Maricopa County Environmental Services Department (MCESD) to obtain an Approval of Construction (AOC) for the sewer pipe rehabilitation upon completion of the construction.

#### **Deliverables**

One (1) set of reproducible record drawings to submit to the City. Record drawing information will be added manually to existing mylars for the project by the Consultant as the record set. The record drawings shall be conformed to reflect shop drawing review, substitutions, clarifications and change order information.

One (1) set of electronic files representing record drawing information. This set of record drawings shall be developed in electronic format using AutoCAD. *(Note: The record drawing electronic files will be used as facility drawings by the City. The sealed set of record drawings defined shall represent the official record drawing set for the Project.)*

**EXHIBIT D**  
**Professional Services Agreement**

COMPENSATION

**METHOD AND AMOUNT OF COMPENSATION**

Compensation shall be based on hourly rates plus estimated allowances for reimbursable expenses.

**NOT-TO-EXCEED AMOUNT**

The total amount of compensation paid to Consultant for full completion of all work required by the Project during the entire term of the Project is increased by an additional \$73,084.

**DETAILED PROJECT COMPENSATION**

Original Professional Services Fee:		\$213,184.00
Construction Administration & Inspection Services:		
Task 1 Project Management Services		
Task 1.01	Monitor Progress & Prep Reports	\$ 1,407.00
Task 2 Construction Phase Services		
Task 2.01	On-Site Inspection	\$42,241.00
Task 2.02	Interpretation of Construction Docs	\$ 1,974.00
Task 2.03	Shop Drawings & Test Results	\$ 3,964.00
Task 2.04	Meetings	\$ 5,785.00
Task 2.05	Schedules	\$ 1,577.00
Task 2.06	Change Orders	\$ 1,781.00
Task 2.07	Records	\$ 1,347.00
Task 2.08	Reports	\$ 2,327.00
Task 2.09	Substantial & Final Completion Inspect	\$ 1,699.00
Task 2.10	Certify Contractor Progress Payments	\$ 2,818.00
Task 3 Post Construction Phase Services		
Task 3.01	Closeout Binder	\$ 1,592.00
Task 3.02	Record Drawings	\$ 3,210.00
Task 3.03	Coord & Obtain AOC from MCESD	\$ 1,362.00
Total Construction Administration & Inspection Services		\$73,084.00
TOTAL NOT TO EXCEED AMOUNT:		\$286,268