AMENDMENT NO. 1
67th AVENUE & ACDC SPS UPGRADES
(CoG Project #192038, Contract No. C20-0450)

This Amendment No. 1 ("Amendment") to the Professional Services Agreement ("Agreement") is made this _____ day of _____, 2022, ("Effective Date"), by and between the City of Glendale, an Arizona municipal corporation ("City") and GHD Inc., a California Corporation authorized to do business in Arizona ("Contractor").

RECITALS

A. City and GHD Inc. ("Contractor") previously entered into a Professional Services Agreement, Contract No. C20-0450, dated May 29, 2020 ("Agreement"); and

B. The detailed design phase, along with 100% complete contract construction documents, for the conversion of the existing pump station from a dry well/wet well confirgation to a submersible pump configuration was completed, ready for Advertisment for Bids.

C. After completion of the contract construction documents, the City decided to change the project delivery method fron Design-Bid-Build to Construction Manager at Risk (CMAR).

D. Expanding the Scope of Work (attached under Exhibit B) under the original agreement will include a design finalization labor allowance and preconstruction support services for the work.

E.. 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 one-year period from May 29, 2022 through May 28, 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.** This project will provide professional engineering services for CMAR comments incorporation into the design and preconstruction support, as described in Exhibit B.

4. **Compensation.** Including allowances, the completion of this project design resulted in a previous compensation of $240,478. Including allowances, Amendment 1 compensation will result in an additional increase in compensation of $192,865 (For a total compensation of $433,343).

5. **Insurance Certificate**. Current certificate will expire on 7/1/2022 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**. To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.

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

GHD Inc.

_____

By: Michael A. Worlton

Its: Principal

4/29/2021

EXHIBIT B
Professional Services Agreement

1. Scope of Work

CONSULTANT proposes the following key activity categories:

- Task 500 – Design Finalization (Allowance): Construction-Manager-At-Risk (CMAR) Design Input Coordination
- Task 600 – Submittal Support

500 – Design Finalization Labor Allowance

CONSULTANT shall provide design services to incorporate the CMAR's recommendations to refine the design. This estimate incorporates up to three (3) progress meetings with the CMAR to finalize the desired design enhancements and negotiate the GMP.

Anticipated design updates include the following as listed:

- Additional upgrades to the Bohn biofilter piping/components, drainage, and manual controls.
- Facility access and/or grading layout.
- Wet well coating rehabilitation methodology (resulting in updates to design documentation).

Unanticipated updates outside of this list (such as electrical and instrumentation design) may require additional effort, in which case GHD will liaise with the CITY to confirm budget effort required before commencing with the design updates.

This allowance also includes re-permitting effort for liaising with MCESD and the City of Glendale Development Services.

600 – Preconstruction Support

CONSULTANT shall provide the following preconstruction services throughout the duration of the CMAR submittal process, which is assumed to be no more than 6-months (24-weeks):

- **601 – Preconstruction project management**
  - Coordinate with CITY and CMAR as required.
  - Submit invoices and track project status.
  - Monitor and maintain online submittal documents on the CMAR's document management system.
- **602 – Preconstruction kickoff meeting (virtual)**
  - Attend and provide feedback on material submitted by CMAR.
  - CMAR to coordinate and prepare all meeting documents and meeting minutes.
- **603 – Preconstruction progress meetings (virtual monthly)**
  - Attend up to a maximum of six (6) preconstruction progress meetings facilitated by the CMAR, assumes a maximum duration of 1-hour per meeting. Fee based on assumption the preconstruction progress meetings will be held virtually on a monthly basis.
  - CMAR to coordinate all schedules and agendas for the meetings.
  - CONSULTANT to review CMAR submitted meeting minutes and provide comments.

- **604 – Submittal reviews**
  - Provide up to 38 submittal reviews (refer to attached anticipated submittal list) with a maximum of 5 resubmittal reviews. Fee is based on assumption that CMAR will provide a web based document management system to track and log status of the submittals for the project team.
  - For the Sections indicated, CONSULTANT will provide comments to CITY via a Bluebeam Session, final comments from the CITY will be incorporated into the CONSULTANT's comments for response by CMAR.
  - Fee is based on assumption that submittal reviews by CONSULTANT will have a duration of 2-weeks to review and respond; submittal reviews by CONSULTANT and CITY will have a combined duration of 4-weeks to review and respond, with 2-weeks for CONSULTANT and 2-weeks for CITY.
  - Additional reviews can be requested by the CITY on a time and materials basis.
- **605 – RFI responses**
  - Provide up to 20 responses to requests for information (RFI) from the CMAR during the preconstruction submittal phase.
- **606 – Special inspections**
  - Carry out up to eight (8) special inspections including the following:
    - One (1) structural installations (wet well lid) inspection.
    - One (1) structural welding inspection.
    - Six (6) wet well coating inspections – up to one inspection per week for up to 6-weeks during coating preparation, installation and completion. CMAR is expected to hire a third party inspector for full inspections.

Subconsultant – Darcor

GHD shall engage Darcor to provide the following:

- Electrical and instrumentation technical input per Tasks 500 and 600, as described above.
- Up to one (1) site visit during preconstruction to coordinate with CMAR and electrical subconsultant(s).
- Review and respond to CMAR GMP questions and estimates.
- Respond to CMAR RFI's and/or change orders found during the preconstruction submittal process.
- Attend up to six (6) preconstruction meetings, including GMP and progress meetings.

An allowance of $11,000 has been provided in this fee proposal in case electrical and instrumentation design updates are required as a result of the CMAR design review.

2. Assumptions and Exclusions

CONSULTANT applied the following assumptions and exclusions in developing the scope of work and fee estimate. CITY is responsible for reviewing and agreeing with all assumptions and exclusions. If there are any changes in scope during the project, CONSULTANT shall notify CITY of those changes and potential impacts to the approved scope and fee. All Allowances identified in the agreement will require a written authorization from the CITY prior to the execution of the work.

2.1 Assumptions

CONSULTANT assumes the following:

- CONSULTANT services are limited to the Preconstruction services identified in Sections 500 and 600 only. Preconstruction services are assumed to be the design phase elements identified in Section 500 and the submittal and RFI reviews identified in Section 600.
- Preconstruction contract duration is assumed to be 6 months (24 weeks).
- CMAR shall prepare and apply for the permits required for the construction phase, as identified in the specifications.
- CMAR shall maintain a web based document management system as identified in Section 604.
- CMAR shall maintain a design log based on the GMP negotiated.
- CMAR shall prepare GMP in a format consistent with AACE International format with costs broken into Divisions as identified in the Specifications. GMPs submitted in a format inconsistent with AACE International standards shall be rejected without review.
- CMAR shall be responsible for survey staking, soils, and material testing.
- CITY shall lead the coordination with Flood Control District easement negitions. CONSULTANT shall provide design-related input during the negotiations and excludes effort for preparing survey exhibits or legal descriptions as a result of discussions.
- CONSULTANT allowed for special inspections identified in Section 606. CMAR is expected to engage their own qualified third party inspector for the wet well coating.

2.2 Exclusions

The following are excluded:

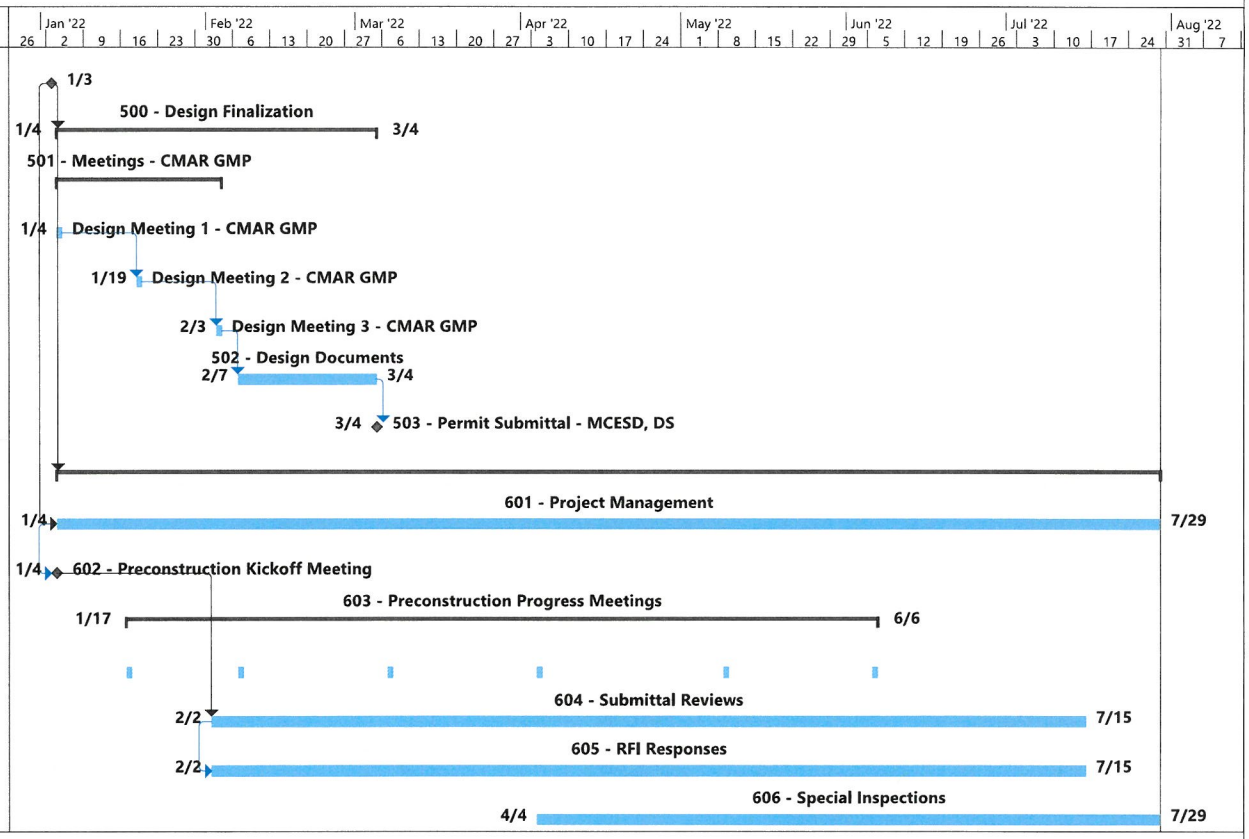
- Construction inspections beyond the special inspections identified.
- Construction meetings beyond the Preconstruction meetings identified.
- Construction closeout services, including asset registry, O&M Manuals, and commissioning of any kind.
- Maricopa County Environmental Services Department (MCESD) Approval of Construction (AOC) application and submittal.
- Ground differential settlement analysis, drainage assessment, existing assets condition assessment, and other specialist technical input not specified in this scope.
- Trench and or shoring evaluation or design associated with construction.
- Public/community engagement, meetings, and notifications.
- Stormwater Pollution Prevention/Erosion Plan to be submitted by the CMAR for the work identified under this project.
- Dust Control Permit to be submitted by the CMAR for the work identified under this project.
- Asbestos survey to be submitted by the CMAR or CITY for the work identified under this project.
- Easement and legal document preparation.
- Effort for design updates apart from the anticipated work described in Task 500.
- Pay application reviews.

If any of the excluded items listed above are requested by CITY during the project, CONSULTANT will provide scope and fee offers for review and approval before executing the additional effort.

EXHIBIT C
Professional Services Agreement

SCHEDULE

ID	Task Name	Duration	Start	Finish
1	NTP	0 days	Mon 1/3/22	Mon 1/3/22
2	**500 - Design Finalization**	**44 days?**	**Tue 1/4/22**	**Fri 3/4/22**
3	**501 - Meetings - CMAR GMP**	**23 days?**	**Tue 1/4/22**	**Thu 2/3/22**
4	Design Meeting 1 - CMAR GMP	1 day?	Tue 1/4/22	Tue 1/4/22
5	Design Meeting 2 - CMAR GMP	1 day	Wed 1/19/22	Wed 1/19/22
6	Design Meeting 3 - CMAR GMP	1 day	Thu 2/3/22	Thu 2/3/22
7	502 - Design Documents	20 days	Mon 2/7/22	Fri 3/4/22
8	503 - Permit Submittal - MCESD, DS	0 days	Fri 3/4/22	Fri 3/4/22
9	**600 - Preconstruction Services**	**149 days**	**Tue 1/4/22**	**Fri 7/29/22**
10	601 - Project Management	149 days	Tue 1/4/22	Fri 7/29/22
11	602 - Preconstruction Kickoff Meeting	0 days	Tue 1/4/22	Tue 1/4/22
12	**603 - Preconstruction Progress Meetings**	**101 days**	**Mon 1/17/22**	**Mon 6/6/22**
13	**603 - Progress Meetings**	**101 days**	**Mon 1/17/22**	**Mon 6/6/22**
20	604 - Submittal Reviews	118 days	Wed 2/2/22	Fri 7/15/22
21	605 - RFI Responses	118 days	Wed 2/2/22	Fri 7/15/22
22	606 - Special Inspections	85 days	Mon 4/4/22	Fri 7/29/22



Project: Design Phase and Preco
Date: Thu 12/23/21

Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone			

EXHIBIT D
Professional Services Agreement

COMPENSATION

Compensation Summary

CONSULTANT shall complete the proposed scope of work for the fee provided below on a time and materials (T&M) basis, with allowances. Allowances will be subject to CITY's approval prior to use. The Amendment 1 not-to-exceed compensation amount of $192,865.00. A previous compensation of $240,478 was completed under the original agreement. Total compensation of $433,343 for the original agreement and amendment 1.

AMENDMENT 1 COMPENSATION
City of Glendale
Lift Station 2 Upgrades (67th Ave & ACDC) Project No. 192038 December 23, 2021

	Prime Consultant - GHD Inc.		
No.	**Activity**	**Hours**	**Subtotal**
500	Design Finalization - Labor Allowance	259	$ 39,985
600	Preconstruction Support	484	$ 73,260
	Total	**2,064**	**$ 113,245**
	Sub-Consultant - Darcor		
No.	**Activity**	**Markup**	**Subtotal**
SUB1	Electrical and instrumentation submittal & RFI reviews	10%	$ 12,320
	Total		**$ 12,320**
800	**Allowances**		
No.	**Allowances**		**Subtotal**
1	Mileage		$ 3,500
2	Owner's Contingency		$ 50,000
3	Design Finalization - ATC Permitting Fees		$ 2,800
4	Electrical and instrumentation design updates		$ 11,000
	Total		**$ 67,300**
	AMENDMENT 1 Total Fee for Professional Services		**$ 192,865**
	AMENDMENT 1 & ORIGINAL CONTRACT Total Fee for Professional Services		**$ 240,478**
	CONTRACT No. C20-450 Total Fee		**$ 433,343**

Submittal List

City of Glendale
Lift Station 2 Upgrades (67th Ave & ACDC)
Submittal Overview

Note: **The summary of submittals provided is for informational purposes only and is subject to change based on CMAR and CITY input. The following draft has been provided to outline the effort used to develop the fee for the submittal & O&M reviews.**

Div Ref #	Item	GHD Review	Glendale Review	O&M Manual	Date of Transmittal	Date of Approval
1	Division 1: General Requirements					
01026	Schedule of Values	Y	Y	N		
01046	Connections to Existing Facilities for Temporary Power & Water	Y	Y	N		
01047	Coordination with Owner's Operations for Planned MOPOs	Y	Y	N		
01050	Record Surveys	Y	N	N		
01102	Materials Management Plan	Y	N	N		
01310	Progress Schedule - Work Plan and Master Schedule	Y	Y	N		
2	Division 2: Site Construction					
02145	Diversion of Sewage Flow - Bypass Plan	Y	Y	N		
02315	Structural Excavation and Backfill - Excavation Plan and Backfill Materials	Y	N	N		
3	Division 3: Concrete					
03100	Concrete Formwork	Y	N	N		
03200	Concrete Reinforcement - Rebar	Y	N	N		
03251	Concrete Joints	Y	N	N		
03252	Anchorage in Concrete	Y	N	N		
03300	Cast-In-Place Concrete - CIP Concrete Mix	Y	N	N		
03305	Concrete - Concrete Mix	Y	N	N		
03600	Grout	Y	N	N		
03930-1	Concrete Repair and Rehabilitation - Wet Well Shoring & Work Plan	Y	N	N		
03930-2	Concrete Repair and Rehabilitation - Material Submittal	Y	N	N		
4	Division 4: Masonry					
04065	Masonry Mortar and Grout	Y	N	N		
04820	CMU - Painting System Submitted with CMU	Y	N	N		
5	Division 5: Metals					
05051	Anchor Bolts, Toggle Bolts, and Concrete Inserts	Y	N	N		
05121-1	Structural Steel - Fabrication Details	Y	N	N		
05121-2	Structural Steel - Material Submittal	Y	N	N		
05522-1	Aluminum Handrails and Railings - Fabrication Details	Y	N	N		
05522-2	Aluminum Handrails and Railings - Material Submittal	Y	N	N		
9	Division 9: Finishes (Painting)					
09900-1	Painting - General Paint Submittal	Y	N	N		
09900-2	Painting - Wet Well Coating System Submittal	Y	N	N		
10	Division 10: Identification Signs					
10400	Identification Signs	Y	N	N		
11	Division 11: Equipment					
11318	End Suction Submersible Chopper Pumps	Y	Y	Y		
13	Division 13: Special Construction					
13126-1	Odor Control System Blowers - Blower Submittal	Y	Y	Y		
13126-2	Odor Control System Blowers - Testing Submittal	Y	N	N		
15	Division 15: Mechanical					
15051	Buried Piping Installation	Y	N	N		
15052	Exposed Piping Installation	Y	N	N		
15061	Pipe Supports	Y	N	N		
15101	DIP	Y	N	N		
15112	Eccentric Plug Valves, Operators and Appurtenances	Y	N	Y		
15114	Check Valves and Appurtenances	Y	N	Y		
15119	Specialty Valves and Appurtenances	Y	N	Y		
15120	Piping Specialities and Accessories	Y	N	N		
16	Division 16: Electrical					
16010-16195	Basic Electrical Requirements - Commodities Submittal for Sections 16010-16195	Y	N	N		
16250	Diesel Generator	Y	Y	Y		
16450	Grounding	Y	N	N		
16475-16490	Submittal with Overcurrent Protective Devices, Motor Controllers, VFD, and Surge Protection	Y	N	Y		
16500	Lighting	Y	N	N		
17	Division 17: Instrumentation					
17510	Field Instruments	Y	N	Y		
17520-17531	Submittal with Local Control Panels and RTU	Y	Y	Y		