

AMENDMENT NO. TWO
PROFESSIONAL SERVICES AGREEMENT
(Project 181916-Luke AFB Lift Station, Contract No. CC20-0558)

This Amendment No. Two (“Amendment”) to the Professional Services Agreement (“Agreement”) is made this _____ day of _____, 2023, (“Effective Date”), by and between the City of Glendale, an Arizona municipal corporation (“City”) and Stantec Consulting Services, Inc., a New York corporation authorized to do business in Arizona (“Contractor”).

RECITALS

- A. City and Stantec Consulting Services, Inc. (“Contractor”) previously entered into a Professional Services Agreement, Contract No. C20-0558, dated June 23, 2020 (“Agreement”); and
- B. City and Stantec Consulting Services, Inc., entered into Amendment No. One, Contract No. C20-0558-1, dated April 19, 2022, increasing the scope of services and compensation by an additional \$5,500; and
- C. City is seeking to expand the scope of services and increase the compensation to be paid under this agreement by an additional \$32,779; 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 unchanged and shall expire on June 22, 2023.
- 3. **Scope of Work.** See attached exhibit.
- 4. **Compensation.** The compensation shall be increased by an additional \$32,779.
- 5. **Insurance Certificate.** Current certificate will expire on May 1, 2023 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

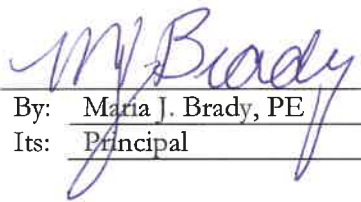
ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

Stantec Consulting Services, Inc.
a New York corporation



By: Maria J. Brady, PE

Its: Principal

4/29/2021

Project Name and Location: LAFB Lift Station

In accordance with the original Professional Services Agreement dated 23 June 2020 and Change Orders thereto, the Agreement changes as detailed below are hereby authorized.

The extension of the construction activities through July instead of February extended the following tasks 6 months beyond their intended expiration date and this change order includes the following:

- Task 100: Project Management: Consultant provided additional project management coordination and management for the project as the construction schedule was extended additional 6 months.
- Task 302 Construction Progress Meetings: Consultant attended additional progress meetings and identified project management huddles as a result of the schedule extension.
- Task 303 Onsite Inspections: Consultant provided an additional 6-months of construction and special inspections.
- Task 305 Respond to Request for Information (RFI): Consultant provided additional coordination and re-design efforts to address the force main connection as a result of the 6-inch force main not being terminated where it was anticipated. Additionally, the resolution was complicated by APS changing their requirements for the transfer and the Luke reuse line alignment both required redesigns.
- Task 600 Potable Water Coordination: Consultant provided additional coordination between Liberty Water and Glendale consisting of approving waterline design drawings, coordination calls, and permitting fee for the new water service. This was tracked beginning April 2021 and finalized May 2022. This additional effort utilized a high percentage of the City's allowance budget making it unavailable for general construction coordination issues.
- Task 308 Quality Testing and Task 309 Project Closeout: Consultant provided coordination for Tasks 308 & 309 (Quality Testing & Project Closeout respectively) because of the time constraints for the decommissioning of the Luke AFB Wastewater Treatment Plant. Unforeseen delays related to critical path items conflicted with the need to for Luke to mothball the plant as scheduled and forced the startup of the pump station on an expedited schedule. The result of this was that the bugs in the system that would normally be addressed during pre-start testing are being rectified with the lift station already in service. Consultant provided ongoing analysis of the lift stations daily operational data to ensure proper operation of the Variable Frequency Drives (VFDs), stop/start/level programming, and level sensor operations.

Consultant prepared and submitted a technical memorandum to the City as intended to advise City of Glendale Water Services on issues related to the operation of the pumping system for Glendale Lift Station 8 (GLS 8). This memo explained the trends seen in the operational data sent to Stantec regarding the stop/start levels of the VFD controlling the pumps, the corresponding level of the wetwell water surface, and other information gleaned from the data to help fine tune pump operations. There was discussion of the next steps to be taken to implement the findings of the data so that GLS 8 operates in a manner that minimizes glitches and is acceptable to Water Services. As the operational trends for the GLS 8 became apparent throughout the month of July, it was determined that the VFD's for the pumps had a minimum setting that was not consistent with the mechanical capabilities of the pumps, nor the control strategy suggested by Stantec for operation of the lift station. After consultation with the City, on or about August 3rd, 2022, the minimum start point for the VFD for Pump #1 was lowered to 30 Hertz (Hz) from 40 Hz and Pump #1 was set to be the lead pump at all times. Additional information regarding additional lift station capacity has been requested to be added to this technical memo. This effort includes analysis and calculations of pumps and discharge from Lift Station 798, analyzing weather data in comparison with GLS 8 pump data, and estimating peak flows.