

AMENDMENT NO. 1
Water Line Package 2
Lamar Road Water Line Replacement
(City Project #171837.3, Contract No. C23-0701)

This Amendment No. 1 (“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 Entellus, Inc., an Arizona Corporation, authorized to do business in Arizona (“Contractor”).

RECITALS

- A. City and Entellus, Inc. (Entellus) (“Contractor”) previously entered into a Professional Services Agreement, Contract No. C23-0701, dated July 17, 2023 (“Agreement”); and
- B. The City is seeking to expand the scope of work and increase the compensation to include construction administration as needed for the Maryland & 54th Avenues section of Design Package 2.
- C. 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 July 16, 2025.
- 3. **Scope of Work.** This project will provide construction administration services as needed during construction as described in Exhibit B.
- 4. **Compensation.** Including allowances, the Water Line Package 2, Lamar Road Water Line Replacement contract resulted in previous compensation of \$40,000. Including allowances, the Maryland and 54th Avenues Water Line will result in an additional increase in compensation of \$93,000 and as shown in attached Exhibit D (for a total compensation including allowances of \$133,000).
- 5. **Insurance Certificate.** Current certificate will expire on (11/01/2023) 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. **Uyghur Forced Labor Prevention Act (UFLPA).** Contractor certifies that it does not currently, and during the term of this Agreement, will not use:
 - (a) the forced labor of ethnic Uyghurs in the People’s Republic of China;
 - (b) any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China; and
 - (c) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China.
9. **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.
10. **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

Entellus, Inc.
an Arizona corporation



By: William Linck

Its: President

EXHIBIT B
CONSTRUCTION ADMINISTRATION
SCOPE OF SERVICES

Project Title: 171837.2 Water Line Replacement Package 2

Maryland and 54th Ave.

This Scope of Services describes engineering services to be provided by Entellus, Inc. (ENGINEER) for the City of Glendale (CITY). The engineering services are related to the construction and post construction phases of the Project and will consist of the following:

Section 100 – Pre-Construction Services

Section 200 - Project Administration Services During Construction

Section 300 - Engineering Services During Construction

This Scope of Services will be performed during the pre-construction, construction, and post-construction phases of the Project.

Level of effort for this project is based upon an anticipated CONSTRUCTION duration is not to exceed 27 weeks (135 working days)

The proposed services are to be billed on a time and materials basis, not to exceed \$93,000 without prior approval from CITY.

The ENGINEER acknowledges that the CITY may have retained other consultants, engineering and otherwise, and that coordination between other consultants and the ENGINEER may be necessary from time to time to ensure proper performance of these services. The ENGINEER agrees to provide such coordination as necessary within the scope of services.

Construction contract documents (Construction Documents) are defined as the agreement, general conditions, supplemental conditions, drawings, standard details, specifications, addendum, and executed change orders prepared for construction of the Project.

TASK 110 – PRE-CONSTRUCTION SERVICES

The ENGINEER will conduct a preconstruction conference. At the conference, the ENGINEER will identify field services to be provided by the ENGINEER and discuss appropriate coordination procedures. The ENGINEER will prepare an agenda for the meeting and will prepare and distribute the meeting minutes. The meeting may be held either in-person or virtual at the discretion of the CITY.

TASK 210 – ATTEND MEETINGS AND REPRESENTATION ON BEHALF OF THE CITY

Meetings: Attend and/or chair construction progress meetings on an as-needed basis. Prepare and distribute minutes of such meetings as needed.

The ENGINEER will consult with and advise CITY and act as its representative during construction. The extent and limitations of the duties, responsibilities and authority of ENGINEER as assigned herein shall

not be modified, except as ENGINEER may otherwise agree in writing. All CITY instructions to CONTRACTOR(s) will be issued through ENGINEER who will have authority to act on behalf of CITY to the extent provided in this scope of services except as otherwise provided in writing.

ENGINEER will not be responsible for the means, methods, techniques, sequences or procedures of construction selected by CONTRACTOR(s) (unless otherwise specified in the construction contract documents) or the safety precautions and programs associated with the work of CONTRACTOR(s).

ENGINEER will make site(s) visits as requested by the CITY. During site visits ENGINEER will evaluate the progress and quality of the executed work of CONTRACTOR(s) and to determine if such work is proceeding in accordance with the Construction Documents. ENGINEER shall prepare a written report for such site visits. It is assumed that six (6) site visits will be necessary.

TASK 210 – ADMINISTER THE CONSTRUCTION SCHEDULE

The ENGINEER's opinions concerning the various scheduling documents produced or used by the CONTRACTOR are for information and are not controlling on the CONTRACTOR. It is the CONTRACTOR's responsibility to continue to exercise its independent judgment concerning means, methods and sequences of construction it employs. The CONTRACTOR remains solely responsible for meeting contract time(s) given in the Construction Documents.

- 1) Review progress schedule: The ENGINEER will review and critique the CONTRACTOR's progress schedule in accordance with the Construction Documents. The ENGINEER will examine the work sequence, durations, interim milestones, and other appropriate scheduling features in accordance with the requirements of the Construction Documents. The ENGINEER will prepare a summary of the review comments and will meet and discuss the schedule comments with the CONTRACTOR and the CITY's representative.
- 2) Review progress schedule updates: The ENGINEER will review the CONTRACTOR's progress schedule updates to the construction schedule in accordance with the Construction Documents. The ENGINEER will perform a review of progress accomplished during the period and compare to planned schedule and discuss significant discrepancies with the CONTRACTOR. The ENGINEER and CONTRACTOR will establish, based on the data, the percent of Project completion. ENGINEER will meet with CONTRACTOR on monthly basis to review and update the schedule data. Based upon the schedule update, the ENGINEER will recommend processing progress payments.

TASK 230 – REVIEW OF SUBMITTALS & SHOP DRAWINGS

The ENGINEER 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 ENGINEER'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 ENGINEER will maintain a submittal log showing dates of all submittals, 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 ENGINEER 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 ENGINEER will not approve any proposed substitution unless such substitution is approved by the CITY.

Submittal review efforts are based upon up to 40 different product submittals with 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.

TASK 240 – ISSUE INTERPRETATIONS AND CLARIFICATIONS (RFI'S)

ENGINEER will receive and respond to RFI's submitted by the CONTRACTOR. ENGINEER will issue RFP's to the CONTRACTOR for changes in work scope and review the cost proposals submitted by CONTRACTOR for conformance with the contract documents. ENGINEER will make field visits as necessary to review any field conditions affecting RFI's or RFP's.

The ENGINEER will promptly consult with and advise the CITY concerning, and shall administer and manage, all RFI's and RFP's. The ENGINEER will prepare, when requested by the CITY, required drawings, specifications and other supporting data regarding minor changes, RFI's or RFP's. The ENGINEER will negotiate an agreement with the CONTRACTOR as to scope of work and cost, time or both associated with the change in Work. The RFP shall include a written justification for the cost of the Work.

RFI response efforts are based on responding up to 12 separate RFI's for the project.

TASK 250 – CERTIFY CONTRACTOR PROGRESS PAYMENTS

The ENGINEER 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 ENGINEER's field inspections, and the progress schedule shall be used by the ENGINEER to determine the appropriateness of the CONTRACTOR's request for payment.

ENGINEER will coordinate with the CITY inspector to verify the quantities of work installed by the CONTRACTOR match the quantities billed by the CONTRACTOR on their monthly payment application.

The ENGINEER, on review of applications for payment and the accompanying data and schedules, verifies the amounts owed to CONTRACTOR and recommends in writing to CITY payments to CONTRACTOR. Recommendations of payment will constitute a representation to CITY, based on such inspections and review, that;

- 1) The work has progressed to the point indicated;
- 2) To the best of ENGINEER's knowledge, information and belief, the quality of such work is in accordance with the Contract Documents (subject to an evaluation of such work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Construction Documents, and to any qualifications stated in the recommendation); and
- 3) Payment of the amount recommended is due and owed to the CONTRACTOR.

TASK 260 – SUBSTANTIAL COMPLETION AND FINAL WALK

After the CONTRACTOR has completed the work and upon request of the CONTRACTOR, Resident Project Representative will conduct an inspection to verify with the ENGINEER, CITY and CONTRACTOR. If necessary, prepare a final list of items to be completed or corrected in accordance with the requirements of the Construction Documents for Substantial Completion.

After the CONTRACTOR has completed the work on the punch-list and upon written notice from the CONTRACTOR, review and determine that items on the final list have been completed or corrected and make recommendations to CITY for Substantial Completion.

TASK 310 – REVIEW OF CONTRACT DOCUMENTS PRIOR TO CONSTRUCTION

The ENGINEER will review the plans and specifications for the project prior to the pre-construction meeting. The plans and specifications shall be reviewed for completeness and accuracy. The ENGINEER will attempt to identify any discrepancies between the plans and specifications and provide suggested modifications to address the discrepancies. ENGINEER will also attempt to identify any errors, omissions, or gaps in the scope of work and make recommendations for modifications to address these as well.

TASK 320 – MINOR CHANGES, CHANGE ORDER REQUESTS, AND CHANGE ORDERS

The ENGINEER, without the CITY's prior approval, may authorize or direct minor changes in the Work which are consistent with the intent of the construction contract documents and which do not involve a change in Project cost, time for construction, Project scope, aesthetics, or approved design elements. Any such minor changes shall be implemented by written field order. Except as provided in this paragraph, the ENGINEER shall not have authority to direct or authorize changes in the Work without the CITY's prior written approval; however, the ENGINEER shall provide a copy of any written field order to the CITY.

The ENGINEER will promptly consult with and advise the CITY concerning, and shall administer and manage, all change order requests and change orders.

The ENGINEER will prepare, when requested by the CITY, required drawings, specifications and other supporting data regarding minor changes, change order requests and change orders.

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

The ENGINEER 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 ENGINEER will administer and manage minor changes, 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 ENGINEER will;

- 1) Receive and maintain all documentation pertaining to the change order request required of the CONTRACTOR;
- 2) Examine such documentation on the CITY's behalf;
- 3) Take such other action as may be reasonably necessary or as the CITY may request; and
- 4) 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.

Changes and substitutions shall be limited to the scope of the Project as defined by the Construction Documents or additional work as may be requested by the CITY.

TASK 330 – MATERIALS TESTING

QUALITY CONTROL/QUALITY ASSURANCE TESTING shall be provided under a separate contract, by OTHERS.

ENGINEER will review laboratory reports and reports of inspection and testing activities describing the tests and inspections made and maintain files of this documentation to be turned over to the CITY. The laboratory shall itemize any changes in specifications or acceptance criteria authorized by the ENGINEER and report the actual condition of all items tested and inspected.

Written reports of all testing results which identify the required data and identify conformance or non-conformance with the Construction Documents will be maintained by the ENGINEER and provided to the CITY at the completion of the Project. The ENGINEER will take appropriate action on all such testing and inspection reports, including acceptance, rejection, requiring additional testing or corrective work, or such other action the ENGINEER deems appropriate. The ENGINEER will promptly reject Work which does not conform to and comply with testing requirements.

TASK 340 – RECORD DRAWINGS AND PROJECT DOCUMENTS

The ENGINEER will prepare a set of Record Drawings showing those changes made during construction per the current version of the CITY standards. Record drawing information shall be based on marked-up prints, drawings, and other data furnished by CONTRACTOR(s) to ENGINEER which ENGINEER will review for accuracy and completeness. Use the original cover sheet with all the signatures and ENGINEER'S seal for the Record Drawings.

The ENGINEER will review, and coordinate work associated with 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.

The ENGINEER will review and assemble a package of documentation for the project. The Project Documents shall be delivered in pdf format on electronic media acceptable to the CITY.

The project documents shall include, but is not all inclusive, the following documents, organized by folders on approved electronic media:

- General Correspondence
- Test Results
 - Bacteriological
 - Asphalt
 - Concrete
 - Compaction
 - Pressure
 - Leak
- Work Change Directives (WCD)
- Change Orders
- Final Shop Drawings
- Green Tags/Permits/ATC/AOC
- Photos
- Pre and post inspection video
- Schedules
- Public Outreach
 - Notices
 - Letter to Residents

Allowance for Additional or Extended Services

Additional or extended services during construction made necessary by;

- 1) Work damaged by fire or other cause during construction;
- 2) A significant amount of defective or neglected work of CONTRACTOR(s);
- 3) approved increase of contract time;
- 4) Default by CONTRACTOR.
- 5) Other circumstances as determined by the CITY

Additional services in connection with the Project, including services normally furnished by CITY and services not otherwise provided for in this scope of services.

The CITY and ENGINEER agree that there may be certain additional or extended services required to be performed by the ENGINEER during the contract period that cannot be defined sufficiently at the time of execution of this contract. Such services shall be authorized in writing in accordance with applicable contract provisions.