

AMENDMENT NO. 1

RFP 21-52

(Water Meter Replacement Consultant, Contract No. C22-0044)

This Amendment No. 1 (“Amendment”) to the Professional Services Agreement for Water Meter Replacement Consultant (“Agreement”) is made this _____ day of _____, 2026, (“Effective Date”), by and between the City of Glendale, an Arizona municipal corporation (“City”) and Arcadis U.S., Inc., a Delaware corporation, authorized to do business in Arizona (“Contractor”).

RECITALS

- A. City and Arcadis U.S., Inc. (“Contractor”) previously entered into a Professional Services Agreement, Contract No. C22-0044, dated January 11, 2022 (“Agreement”); and
- B. City and Contractor previously entered into Contract Extension No. 1, extending the term of the Agreement from January 11, 2023 through January 10, 2024; and
- C. City and Contractor previously entered into Contract Extension No. 2, extending the term of the Agreement from January 11, 2024 through January 10, 2025; and
- D. City and Contractor previously entered into Contract Extension No. 3, extending the term of the Agreement from January 11, 2025 through January 10, 2026; and
- E. City and Contractor previously entered into Contract Extension No. 4, extending the term of the Agreement from January 11, 2026 through January 10, 2027; and
- F. 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 remains unchanged and shall expire on January 10, 2027.
3. **Scope of Work.** The Scope of Work is hereby amended to include additional services in support of the City during the implementation of the AMI system. While the original scope encompassed planning, procurement, and implementation support, the next phase shall expand to cover Program and Control Extension, Field Inspections, and Data Analytics Services, as further described in Contract Amendment No. 1 Letter, which is incorporated herein by reference.

4. **Compensation.** The Compensation for services is hereby increased by \$629,406.44, plus a ten percent (10%) contingency in the amount of \$62,940.64, for a new not to exceed amount of \$1,457,745.48.
5. **Insurance Certificate.** Current certificate will expire on June 01, 2026. A new insurance certificate must be provided prior to this date to the Finance Director and the Contract Administrator in order for this Agreement to remain in effect.
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

Patrick S. Banger, City Manager

ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

Arcadis U.S., Inc.,
a Delaware corporation



By: Esteban Azagra
Its: Senior Vice President



Eva Pierce, Procurement Administrator
Budget and Finance
City of Glendale
5960 W. Brown
Glendale, AZ 85302

Arcadis U.S., Inc.
426 North 44th Street,
Suite 340
Phoenix, AZ 85008

August 14, 2025

Subject:

Contract Amendment #1 - Water Meter Replacement Consultant Implementation Inspections and Project Extension

Dear Ms. Pierce - It has been Arcadis' pleasure to have worked with the City on their Water Meter Replacement Project since early 2022 and we look forward to continuing to support you during the installation of the meter replacement and Advanced Metering Infrastructure (AMI) project. The purpose of this letter is to propose additional work items to support the City during the implementation of the AMI system. The following scope items will be added to Arcadis' existing project scope:

- Program Monitor and Control Extension
- Field Inspections
- Data Analytics Services

SCOPE

1. Program Monitor and Control Extension

The City engaged Arcadis as their Water Meter Replacement Consultant (RFP 21-52/42100072) with a contract effective date of January 11, 2022. The scope of work for this effort included planning, procurement, and implementation support services. Based on the early project information, Arcadis proposed the original project schedule to be a 48-month duration, which would have resulted in a project end date of December 2025.

The project has progressed significantly since the start of the planning effort and is currently expecting that the installation of the AMI system will begin in October 2025. The AMI installation is currently scheduled for 3 years with an anticipated Notice to Proceed for the AMI installation contract of Oct 1, 2025, resulting in a planned end date of September 30, 2028.

Arcadis is requesting a project extension to December 2028 to allow for the installation and project close out, which will result in a 36-month project extension. The existing contract documents will need to be amended to adjust the contract term accordingly and to adjust the billable labor rate table to match the period of performance. Also, Arcadis is requesting additional funding to provide for the needed on-going project management work including monitoring, control activities, and review and approval of vendor pay applications as described in the existing statement of work for this duration.

2. Field Inspections

Arcadis did not provide field inspection services as part of our original contracted scope of work as it was not requested as part of the RFP. However, as the project planning and definition has progressed the City

has identified the need for supplemental field inspection services to verify the quality of the installation work.

Arcadis will provide installation inspection and quality reviews of the field installation work of the vendor. The Arcadis installation inspectors will supplement City meter management staff to perform the field inspection work. Arcadis will review a sampling of vendor meter and endpoint installations to verify conformance with installation procedures and specifications. When problem site conditions are found, we will review site conditions and provide a recommendation to the City on an appropriate course of action. We will also review extra work claims submitted by vendor and provide a recommendation to the City on appropriate claim disposition per agreed-upon contract terms, policies, and procedures.

Arcadis will assign a field inspector to monitor the work of the installation contractor. The inspector will serve as a liaison between the AMI installation contractor, the City, and the Arcadis project management office. The duties of the field inspector will include:

Inspection of Meter Installations - Conduct on-site inspections to verify that water meters are installed correctly according to specifications, standards, and regulations. Verify that the installation meets the required quality and safety standards.

Quarterly Warehouse Inventory Audit - Audit equipment inventory throughout project and provide the City with tracking sheet.

Documentation and Record-Keeping - Maintain accurate and detailed records of inspections conducted, including dates, locations, findings, and necessary corrective actions taken.

Issue Identification and Resolution - Identify installation issues or non-compliance with standards during inspections. Document and report on these issues in the Monthly Inspection Monitoring Report. Coordinate with relevant parties to address and resolve identified issues promptly.

Collaboration and Coordination - Collaborate with Arcadis project management office, City staff, installation contractors, and other field personnel to coordinate inspection schedules and requests for information from the installation contractor to the City staff for relevant return-to-utility items.

Arcadis will perform field inspections for a sampling of the installed meters. We will hire locally (1) one FTE to support the City with field audits, resolving and troubleshooting field installation issues. The field auditor will work under the supervision of the Arcadis Project Manager and the Arcadis Deployment Lead. The number of inspections will be based on the deployment plan and the actual pace of installation, but generally will consist of:

20% of large meters 3" – 6"

25% of 1 1/2- to 2-inch meters

5% of meters 1-inch and under to based on the actual size distribution.

Arcadis will institute field inspection processes that are tightly integrated into the overall project management and control and will leverage the installation contractor's installation management system for data to plan, track QC activities and required actions.

3. Data Analytics Services

The AMI initiative provides a jump start to the City's water department digital transformation. The City has needs for data analytic capabilities to support the oversight and management of the implementation

project and long term to further enable and improve business processes and drive towards a more data driven culture. A data analytic platform establishes a centralization of data set from multiple systems which provides the data governance and accessibility of accurate and trusted data to users and key stakeholders.

Approach: Arcadis will collaborate with the City's water department to identify the data analysis use cases and the data sources for these data analytics. We will support the City water services, finance and IT departments to determine the best fit approach to establishing a data analytics platform to meet current and future needs. Understanding the key use cases of AMI Data will provide the opportunity to evaluate the best options to establish a data analytics platform.

Arcadis will conduct onsite workshops five (5) as detailed below with each of the key departments to identify and prioritize data analytics use cases. The key departments we recommend exploring use cases are Water Operations, Meter Services, Field Operations, Engineering and Customer Services & Billing. Each workshop will be 90 minutes in duration and include a summary of workshop outcomes.

Deliverable: Technical memo that evaluates the data analytics platform options and recommendations that are aligned with the envisioned use cases.

Arcadis proposes establishing a task budget to complete the evaluation and assessment of options while providing flexibility for the City to best use this budget to drive to the desired outcomes.

The established budget can be used for data analytic services to include but not limited to

- Identify use cases for AMI data analytics
- Gather and document requirements for dashboards and reports
- Identify the best fit options for establishing a data analytics platform that is strategically aligned with the City's long term digital transformation.
- Dashboard and report development
- Provide technical assistance to support the City with a data management strategy

SCHEDULE

Arcadis has assumed the overall duration of this task order to be 36 months starting upon notice to proceed. The following table summarizes the proposed schedule for the task order scope of work to be performed by Arcadis.

Table 1 – Planned Task Schedule

Task Name	Estimated Duration
Task 1 – Program Monitor and Control Extension	36 months
Task 2 – Field Inspections	30 months
Task 3 – Data Development Services	12 months

COMPENSATION

Arcadis has re-evaluated the project fee for the implementation phase of the AMI project. See Tables 2 and 3, for more details. As of August 12, 2025, the remaining contract budget available is \$438,618.93 for labor and the remaining travel expense budget is \$16,392. These available funds were applied to the Amendment fee estimate to derive the added funds required.

Summary:

Description	Fee
Original Contract Fee C22-0044 dated January 11, 2022	\$765,398.40
Total Amendment #1 Fee Owner's Rep PM and Travel	\$629,406.44
New Total Contract Fee including Amendment #1	\$1,394,804.84

Table 2 – Owner’s Representative PM Services Fee

Task	Description	Total Labor Hours	Original Contract Fee	Total for Amendment #1	Comments
1	Project Admin	220	\$26,880.00	\$ 93,913.59	- Additional Project Management for the extended Timeline to complete procurement. Orig end date 12/2025. New end date: 12/2028 - Includes 228 hrs for Business process work - 8 To Be processes and SOPs - Includes Customer Portal advisory svcs for 100 hrs during implementation - Detailed analysis and assessment of equipment inventory based on installation plan
2	Initiation & Kickoff	202	\$22,321.04		
3	Ph 1 - Pilot Impl	712	\$77,937.60		
4	Ph 2 - Full Deployment	1462	\$276,276.00		
5	Customer Portal Impl Advisory	100	None		
8	Project Closeout	64	\$13,411.84	\$ 488,045.03	- Includes 1 FTE for Field Audit Inspection and Oversight - 36 months - Includes quarterly warehouse inventory audits & physical count
6	Field Audit Svc	3176	None		
7	Data Analytic Svcs.	432	None		
Subtotal - PM Services		6368		\$ 581,958.62	
Travel Expense Budget			\$39,000.00	\$47,448	Includes 28 trips for the 36 months at \$1500 per trip and local travel (mileage for Inspector)
Total Amendment #1				\$ 629,406.44	
Contingency 10%				\$ 62,940.64	

Assumptions:

The proposed fee is based on the following assumptions:

The project fee will be not-to-exceed. Work will be invoiced based on the hours expended and the billable labor rates effective at the time of work. Fee in this Amendment is calculated based on the median rate for the services planned during the period 2025 through 2028.

Labor dollars can be moved between tasks.

Allowable project expenses, including travel and other allowable direct costs, will be invoiced as incurred with proper supporting documentation.

Other Direct Costs (ODCs), including travel expenses and vehicle mileage, will be invoiced to the City as incurred. Vehicle mileage costs will be based on the current GSA per mile rate at the time of use.

The City will provide Arcadis with information, documentation, and access to software as required to perform the agreed upon project work activities. This scope of work is expected to take up to 36 months from notice-to-proceed with an estimated project complete date of December 2028; extensions to the schedule may result in additional costs.

For Task 7 – Data Development Services, Arcadis assumes that the City will provide or acquire all software, communication, and computing resources needed to accomplish the identified design. Arcadis is only providing technical consulting services to accomplish this work.

We thank you for the opportunity to present our proposal and look forward to assisting the City with this important project. If you have any questions or need additional information, please feel free to contact us.

Sincerely,



Janis Lusco, PE, PMP
Vice President
Arcadis U.S., Inc.

cc: Esteban Azagra, Arcadis U.S.

Enclosed: Attachment 1

Attachment 1 – Extended Rate Schedule through 2028

Labor Category	2025	2026	2027	2028
Project Principal	\$334.08	\$347.44	\$361.34	\$375.79
Project Manager	\$281.22	\$292.47	\$304.17	\$316.33
Principal Consultant II	\$253.09	\$263.21	\$273.74	\$284.69
Principal Consultant I	\$202.48	\$210.58	\$219.00	\$227.76
Senior Consultant II	\$179.98	\$187.18	\$194.67	\$202.45
Senior Consultant I	\$157.48	\$163.78	\$170.33	\$177.14
Management Consultant II	\$140.61	\$146.23	\$152.08	\$158.17
Management Consultant I	\$123.74	\$128.69	\$133.84	\$139.19
Project Assistant II	\$159.73	\$166.12	\$172.76	\$179.67
Project Assistant I	\$123.74	\$128.69	\$133.84	\$139.19
Technical Consultant	\$275.59	\$286.61	\$298.08	\$310.00
Data Quality Control	\$232.85	\$242.16	\$251.85	\$261.92
Data Analyst	\$264.34	\$274.91	\$285.91	\$297.35
Field Audit Inspector	\$110.00	\$114.40	\$118.98	\$123.74