

AMENDMENT NO. 3  
 Cholla Water Treatment Plant Booster Pump Stations and Administration Building  
 Improvements  
 (City Project No. 141504, Contract No. C-10224)

This Amendment No. 3 (“Amendment”) to the Professional Services Agreement (“Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2019, (“Effective Date”), by and between the City of Glendale, an Arizona municipal corporation (“City”) and HDR Engineering, Inc., a Nebraska corporation authorized to do business in Arizona (“Contractor”).

RECITALS

- A. City and HDR Engineering, Inc. (“Contractor”) previously entered into a Professional Services Agreement, Contract No. C-10224, dated August 28, 2015 (“Agreement”); and
- B. Phase I - The City previously entered into a Professional Services Agreement with HDR Engineering Study Services to identify improvements and provide recommendations to the booster pump stations and the administration building that should be implemented to maintain the functionality and serviceability of the assets under Professional Services Agreement Contract C-10224 (08-28-2015).

Phase II - The City amended the Phase I Study Services to include preparation of plans and specifications for construction of improvements to the Booster Pump Station and concept design for the Administration Building at the Cholla Water Treatment Plant (CWTP). Project documents were developed to include selected recommended improvements and were prepared under Amendment 1 to the Professional Services Agreement Contract C-10224-1 (12-06-2016)

Phase III - The City amended Phase II Preparation of Plans and Specifications for Construction of Improvements to the Booster Pump Station to include construction contract administration and inspection services Booster Pump Station improvements at the Cholla Water Treatment Plant (CWTP). Contract administration and inspection services were included and prepared under Amendment 2 to the Professional Services Agreement Contract C-10224-2 (10-23-2018) and;

- C. The City wants to amend the agreement to include Phase IV - Construction contract administration and inspection during the construction of the Cholla Water Treatment Plant Administration Building Roof will be provided under Phase IV - Construction Phase Services for Administration Building Roof and HVAC improvements are included in this Amendment No. 3 to the Professional Services Agreement. Project billing documentation (only) for the Construction contract administration and inspection Phase IV will be processed under City Project No. 161752.

- 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 January 1, 2019 through December 31, 2020, 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 construction oversight and inspection of the administration building roof and HVAC improvements resulting from the Phase II Cholla WTP Booster Pump Station and Administration Building Improvements - see Exhibit B. The scope of services for this phase was referenced in Amendment 2 as Phase IV - Construction Administration Services for the Administration Building Improvements.
4. **Compensation.** Phase 1 resulted in a previous compensation of \$211,739.00 Phase 2 resulted in a previous compensation of \$779,183.00. Phase 3 resulted in a previous compensation of \$315,210.00. Phase IV compensation will result in an additional increase in compensation of as shown in Exhibit D.
5. **Insurance Certificate.** Current certificate will expire on June 1, 2020 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.
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

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Kevin R. Phelps, City Manager

ATTEST:

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Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

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Michael D. Bailey, City Attorney

HDR Engineering, Inc.  
a Nebraska corporation

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By: David R. Skinner, P.E.  
Its: Sr. Vice President, Managing Principal

**EXHIBIT B**

**CHOLLA WATER TREATMENT PLANT  
BOOSTER PUMP STATION (BPS) & ADMINISTRATION BUILDING  
IMPROVEMENTS  
PHASE III – CONSTRUCTION PHASE SERVICES FOR ADMINISTRATION  
BUILDING HVAC AND ROOF REPLACEMENT  
(AMENDMENT 3)**

**CITY OF GLENDALE  
PROJECT NO. 141504**

**PROPOSAL FOR ENGINEERING SERVICES**

**HDR Engineering, Inc.**

**March 5, 2019**

**Revised: April 26, 2019**

HDR Engineering, Inc. (HDR) is pleased to provide this proposal for construction contract administration and inspection (CA&I) services during construction of the HVAC and roof replacement project for the Administration Building at the City of Glendale Cholla Water Treatment Plant (WTP). These improvements include:

- Removal of the existing roof and associated components
- Installation of a PVC membrane roof system and associated components
- Removal and replacement of rooftop mounted HVAC units, exhaust fans, and associated duct work
- Installation of HVAC screening
- New electrical conduit and wiring for new roof mounted devices
- Installation of new access ladders
- Modification of roof drain overflow piping for code compliance

HDR's services for this project will include office engineering services during construction, such as participating in bi-weekly progress meetings, shop drawing reviews, responding to contractor requests for information (RFIs), evaluation of change order requests, and record drawing preparation, as well as field observation of the construction work. The project is being constructed through the Design-Bid-Build (DBB) delivery method, with the construction contract awarded to the low bidder, Progressive Roofing.

## **SCOPE OF SERVICES**

This scope of services describes the work to be performed by HDR for this project on behalf of the City of Glendale (City). The work to be performed includes Project Management and Administration Building HVAC/Roof Replacement Construction Phase Services as defined below.

### ***TASK 1 – PROJECT MANAGEMENT***

#### **Objective:**

- Perform overall project management of the Administration Building HVAC/Roof Replacement Construction Phase work effort.

#### **Services Provided by HDR:**

- Maintain project filing system.
- Update project management plan to outline construction services project procedures for the team.
- Update the project safety plan to account for construction site related hazards and safety procedures.
- Conduct periodic internal project team meetings and management reviews to track project status, monitor labor resources, identify information needs, and provide overall coordination of the HDR work effort.
- Prepare cash flow projection for HDR services and provide monthly updates.
- Prepare monthly project invoices.
- Prepare and review project correspondence.

#### **Deliverables:**

- Monthly invoices and cash flow projections (for HDR services)
- Project correspondence

#### **Meetings:**

- Coordination meetings (separate from meetings identified in Task 2).

#### **Subconsultant Participation:**

- None.

#### **Key Understandings:**

- Fees for this task are based on an estimated start date of March 2019 and a contract time period of five (5) months.
- Services under this agreement, including submittal of record drawings, are assumed to be completed within 30 days after final acceptance of the HVAC/Roof Replacement construction work in July 2019.

## ***TASK 2 – CONSTRUCTION PHASE SERVICES***

### **Task 2.1 - Engineering Services during Construction**

#### **Objective:**

- To assist the City and the Contractor during the construction phase of the project.

#### **Services Provided by HDR:**

- Conduct Pre-Construction meeting.
- Attend bi-weekly construction site meetings throughout the project.
- Provide monthly reviews and comments to the construction project schedule
- Review shop drawing submittals.
- Respond to requests for information (RFIs).
- Evaluate and process change proposal requests (CPRs), including drawing revisions if needed.
- Assist in the substantial and final completion inspections, including development and review of punch lists.
- Prepare record drawings based on redline drawings furnished by the Contractor containing changes made during construction.
- Review the Contractor's Equipment O&M Manuals.
- Conduct Special Inspections and prepare Special Inspection Report at project completion for the Building Safety Department permit.

#### **Deliverables:**

- Construction progress meeting agendas and minutes.
- Submittal reviews, responses to RFIs, drawing revisions for changes.
- One set of reproducible record drawings showing changes made during construction.
- One disk containing electronic files of the record drawings in AutoCAD and PDF format.
- Completed City Special Inspection forms.

#### **Meetings:**

- Pre-construction and bi-weekly progress, as noted above.

#### **Key Understandings:**

- Fees for this task are based on the estimated construction time period and the following activities:
  - Bi-weekly site meetings
  - Monthly schedule reviews
  - Shop drawings
  - RFI responses
  - CPR requests
  - O&M Manuals

## **Task 2.2 – Field Services**

### **Objective:**

- To observe the Contractor’s work activities and monitor compliance with the construction documents.

### **Services Provided by HDR:**

- Assist in serving as the City’s liaison with the Contractor.
- Attend Pre-construction meeting.
- Attend bi-weekly construction progress meetings.
- Coordinate with the Contractor’s superintendent to schedule observation of critical work items.
- Receive, transmit, and log-in all Contractor submittals (shop drawings, RFIs, CPRs, O&M Manuals, and samples.
- Prepare daily inspection reports for each day on-site construction observation occurs.
- Review of Contractor’s Pay Applications and make recommendations to Engineer for approval.
- Maintain project records.
- Assist in conducting substantial and final completion inspections of the work.

### **Deliverables:**

- Daily construction observation reports.
- Construction progress photos.
- Punch list of outstanding work items prior to substantial completion inspection.
- Punch list of outstanding work items following substantial completion inspection.

### **Meetings:**

- Pre-construction and weekly progress meetings, as noted above.

### **Key Understandings:**

- Fees for this task are based on providing part-time field observation for a total of 140 labor hours.
- Extensions of the construction time period or construction activities requiring expenditure of additional construction observer labor hours beyond the amount estimated will require additional compensation.
- Limitations of HDR construction observer’s authority are defined as follows.  
Except upon written instruction, the construction observer:
  - will not authorize any deviation from the Contract Documents or approve any substitute materials or equipment;
  - will not undertake any of the responsibilities of the Contractor, subcontractors or Contractor’s superintendent, or expedite the work;
  - will not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction;



- will not advise on or issue directions as to safety precautions and programs in connection with the work; and
- will not authorize CITY to occupy the Project in whole or in part.

## **SCHEDULE**

The total time for the work is estimated at five (5) months, based on the construction contract time period of 120 calendar days, and construction contract administration services completed within 30 days following final completion of construction activities.

## **PROJECT FEE**

Compensation for the proposed construction contract administration services described herein will be on an Hourly Rate, Not to Exceed Upper Limit basis. The total fee estimate for the work, together with the breakdown of costs and estimated labor hours are shown on the attached Fee Estimate spreadsheet.

Invoices for the work performed will be submitted monthly with a cash flow summary, and will be based on the actual labor hours and reimbursable expenses incurred during the invoice period. The fee identified herein will not be exceeded without written authorization from the City.

**EXHIBIT D**  
**Professional Services Agreement – Amendment 3**

**COMPENSATION**

**METHOD AND AMOUNT OF COMPENSATION**

Compensation shall be based on an hourly billing rate plus reimbursable expenses for Consultant and all Subconsultants. Documentation for reimbursable expenses must be included with each Payment Application.

**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 must not exceed \$114,727.

**DETAILED PROJECT COMPENSATION**

Phase IV – Administration Building HVAC and Roof Replacement Construction Phase Services

Task 1 – Project Management	\$16,306
Task 2 – Admin HVAC/Roof Construction Phase Svcs	\$82,821
Direct Expenses (Reimbursables)	\$5,600
Subcontract Allowance	\$0
Allowance Tasks	
A.1 Owner’s Allowance	\$10,000

**AMENDMENT NO. 3 (PHASE IV – CONSTRUCTION) \$114,727**

Original Contract (Phase I – Study Services)	\$211,739
Amendment No. 1 (Phase II – Design Services)	\$779,183
Amendment No. 2 (Phase III – BPS Construction Services)	\$315,210
Amendment No. 3 (Phase IV – Admin Building HVAC/Roof Construction Services)	<u>\$114,727</u>
<b>TOTAL PROFESSIONAL SERVICES FEE</b>	<b>\$1,420,859</b>