

**CITY CLERK
ORIGINAL**

C-6517-1
06/10/2011

Amendment No. 1 to the
Agreement for Professional Services

Skunk Creek Multi-Use Paths at Bell Road and Union Hills Drive

City Project No. 067016

This Amendment No. 1 to the Agreement for Professional Services for Post Design Services for Multi-Use Path at Union Hills Drive and As-Built Plans for Bell Road Multi-Use Path ("Amendment No. 1") is made this 10th day of June, 2011, by and between the City of Glendale, an Arizona municipal corporation ("City") and Premier Engineering Corporation, an Arizona corporation authorized to do business in Arizona ("Consultant").

RECITALS

- A. Consultant is currently under contract with the City on the above-referenced project;
- B. Since the inception of the work, the scope and requirements have changed substantially and cannot be expanded or corrected through change orders or change directives;
- C. The changes in the Scope of Work will benefit the City; and
- D. Expanding the Scope of Work (attached Amended Exhibit B) under the original Agreement will allow the work to be completed under the appropriate professional standards and represents a cost savings to the City.

AGREEMENT

The original Agreement for Professional Services for Project No. 067016 is amended as follows:

Section 4. Additional compensation for the change in the Scope of Work will not exceed \$12,479.00 as specifically detailed in the attached Amended Exhibit D (compensation).

Section 15. The following Amended Exhibits are incorporated by reference as though fully set forth in this Amendment:

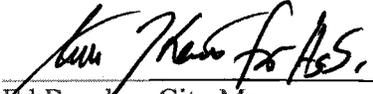
Amended Exhibit B
Amended Exhibit D

Scope of Work
Compensation

All other terms and conditions not amended by this writing remain unchanged and enforceable as found in the original Agreement C-6517 currently on file in the Office of the City Clerk, City of Glendale.

“City”:

CITY OF GLENDALE, an Arizona
municipal corporation



Ed Beasley, City Manager

ATTEST:



Pamela Hanna, City Clerk (SEAL)

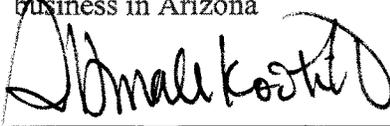
APPROVED AS TO FORM:



Craig Tindall, City Attorney

“Consultant”:

Premier Engineering Corporation
an Arizona corporation authorized to do
business in Arizona



Sam H. Malekooti, PE, RLS
Sr. Vice President/Principal

**PROFESSIONAL SERVICES AGREEMENT – AMENDED EXHIBIT B
SCOPE OF WORK**

Per Two Attached Letters and Scopes of Service Dated February 3, 2011 marked Attachment 1 and Attachment 2.



February 3, 2011

City of Glendale
Engineering Department
5850 W. Glendale Avenue, Suite 315
Glendale, Arizona 85301

Attn: Mr. Wade B. Ansell, P.E., R.L.S.
Senior Civil Engineer

Re: Skunk Creek Multi-Use Paths at Union Hills Drive
City of Glendale Project No: 067016
Change Order #2 - Post Design Services for Multi-Use Path at Union Hills Drive
Premier Proposal No. 2011-009-05

Dear Wade:

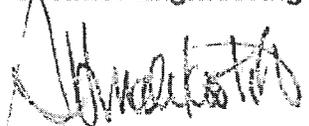
Enclosed please find our cost proposal package for Change Order No. 2 for the above-referenced project. The attached cost proposal is based on our email and phone conversation on the 2nd of February, 2011.

We propose to provide the attached scope of services on the basis of time and material with an estimated not-to-exceed amount of eight thousand, forty-one dollars only (\$8,041).

We appreciate the opportunity provided by you and look forward to working with you and your staff on this challenging project.

Sincerely,

Premier Engineering Corporation


Sam H. Malekooti, P.E., R.L.S.
Senior Vice President/Principal


Bharat Jayswal, P.E., LEED AP, CFM
Project Manager

Encl:

- Scope of Work
- Compensation Schedule for Design Services

Scope of Services

Skunk Creek Multi-Use Path at Union Hills Drive
City of Glendale Project No. 067016, Tracts No. SS 691 01 C
February 03, 2011
Change Order #2
Post-design Services for Multi-Use Path at Union Hills Dr.

Objective:

The City of Glendale is requesting post-design services for the multi-use path at Union Hills Drive.

Understanding/Assumptions:

- Resident Engineer shall provide the redlines of all field changes and all necessary as-built information including spot elevations. Premier is not anticipating any as-built survey to pick up field changes or spot elevations.
- Premier shall follow the ADOT guidelines to prepare as-built plans.

Scope of Services:

The following tasks define Premier's limited scope of services.

- Attend pre-construction meeting.
- Receive, review and respond to RFI's.
- Attend regular construction meetings (2 total).
- Premier shall perform a final site walk-through to visually verify the as-built information provided by the Resident Engineer.
- Premier will transfer as-built data provided by resident engineer into plan sheet using CAD.
- Premier's design professional engineer shall review and verify as-built plan to make sure all information is transferred correctly, and certify as-built plan.
- Premier shall also verify the changes in the construction quantities based on information provided by the Resident Engineer.
- Premier shall deliver one set of full size vellum (22"x34"), one set of full size bond (22"x34"), and two sets of half size bond (11"x17") signed and sealed as-built plans.

Exclusion:

- Any work not specifically included in the above mentioned scope.



February 3, 2011

City of Glendale
Engineering Department
5850 W. Glendale Avenue, Suite 315
Glendale, Arizona 85301

Attn: Mr. Wade B. Ansell, P.E., R.L.S.
Senior Civil Engineer

Re: Skunk Creek Multi-Use Paths at Bell Road
City of Glendale Project No: 067016
Change Order #1- As-built Plan for Bell Road Multi-Use Path
Premier Proposal No. 2011-008-05

Dear Wade:

Enclosed please find our cost proposal package for Change Order No. 1 for the above-referenced project. The attached cost proposal is based on our email and phone conversation on February 2nd, 2011.

We propose to provide the attached scope of services on the basis of Time and Material with an estimated not-to-exceed amount of four thousand, four hundred, thirty-eight dollars only (\$4,438).

We appreciate the opportunity provided by you and look forward to working with you and your staff on this challenging project.

Sincerely,

Premier Engineering Corporation

A handwritten signature in black ink, appearing to read "Sam H. Malekooti".

Sam H. Malekooti, P.E., R.L.S.
Senior Vice President/Principal

A handwritten signature in black ink, appearing to read "Bharat Jayswal".

Bharat Jayswal, P.E., LEED AP, CFM
Project Manager

Encl:

- Scope of Work
- Compensation Schedule for Design Services

Scope of Services

Skunk Creek Multi-Use Path at Bell Road
City of Glendale Project No. 067016, Tracts No. SS 690 01 C
February 03, 2011
Change Order #1
As-built Plans for Multi-Use Path at Bell Road

Objective:

The City of Glendale is requesting services to prepare as-built plans for the multi-use path at Bell Road.

Understanding/Assumptions:

- Premier shall follow the ADOT guidelines to prepare as-built plans.
- Resident Engineer shall provide the redlines of all field changes and all necessary as-built information including spot elevations. Premier is not anticipating any as-built survey to pick up field changes or spot elevations.

Scope of Services:

The following tasks define Premier's limited scope of services.

- Premier shall perform a final site walk-through to visually verify the as-built information provided by the Resident Engineer.
- Premier will transfer as-built data provided by Resident Engineer into plan sheets using CAD.
- Premier's design Professional Engineer shall review and verify as-built plan to make sure all information is transferred correctly and certify as-built plan.
- Premier shall also verify the changes in the construction quantities based on information provided by the Resident Engineer.
- Premier shall deliver one set of full size vellum (22"x34"), one set of full size bond (22"x34"), and two sets of half size bond (11"x17") signed and sealed as-built plans.

Exclusions:

- Any work not specifically included in the above mentioned scope.

PROFESSIONAL SERVICES AGREEMENT – AMENDED EXHIBIT D

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

DETAILED PROJECT COMPENSATION

Basic Consultant Fee	\$194,699.00
Construction Administration Fee	\$ -0-
Amendment No. 1 (Additional design work)	<u>\$ 12,479.00</u>
Total Professional Services Fee	<u>\$207,178.00</u>