

CITY CLERK
ORIGINAL

C-8393-1
05/13/2014

Amendment No. 1 to the
Agreement for Professional Services

WAWRF Slide Gates – Chain Replacement Project

[City Project No. 121309]

This Amendment No. 1 to the Agreement for Professional Services for WAWRF Slide Gates – Chain Replacement Project (“Amendment No. 1”) is made this 13 day of May, 2014, by and between the City of Glendale, an Arizona municipal corporation (“City”) and GHD Inc., a California 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. “121309” is amended as follows:

Section 4. Additional compensation for the change in the Scope of Work will not exceed \$20,670.30 as specifically detailed in the attached Amended Exhibit D (time and materials).

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-8939 currently on file in the Office of the City Clerk, City of Glendale.

“City”:

CITY OF GLENDALE, an Arizona
municipal corporation



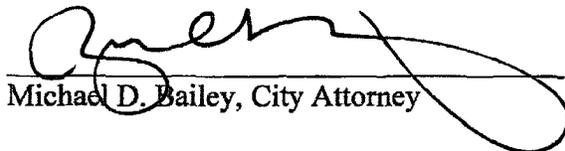
Brenda S. Fischer, City Manager

ATTEST:



Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:



Michael D. Bailey, City Attorney

“Consultant”

GHD Inc.
a California corporation licensed to do
business in Arizona



William D. Roberts, Project Manager

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

The tasks listed below will supersede the remaining efforts outlined in the project's original scope as of 03-04-2014. The additional effort required for the project is due to unforeseen conditions discovered during construction. The existing gates in Aeration Basins 3 and 4 were mounted differently than the gates in Basins 1 and 2, which were inspected during the design phase of the project. In addition, this mounting approach and the construction of the top slabs of Basins 3 and 4 prohibited the removal of the existing gates without the removal of the threaded rods that they bolt to. Additional construction support and inspections will be required to install new mounting systems for the gates.

TASK 100: MEETINGS AND PAY APPLICATION REVIEW AND APPROVAL

The Engineer will attend up to four progress meetings at the plant. The discussion of these meetings will be documented by the Engineer in minutes. Following the meeting, the Engineer will review installed and ordered quantities with the contractor to facilitate the approval of the contractor's pay applications. The Engineer will stop at the City's Engineering office within two days after being notified that the application is available to review and approve the application.

TASK 200: INSPECTIONS

The Engineer or his structural subconsultant will provide up to ten inspections at the plant that include the following observations.

- Two coating inspections. One at Gates #1 and #2 and one at Gates #3 and #4.
- One structural inspection at Gate # 1 and one structural inspection at Gate # 2. These inspections will need to be done at the time when the threaded rods/bolts are being installed into the wall thimble.
- Three inspections at Gate # 3 and three inspections at Gate # 4. These inspections will need to be done when drilling the concrete; when adhesive insert anchors are installed; and when torquing of the bolts are to be done after the grout has gained its required strength (seven day design strength of 5000 psi).

TASK 300: SUBMITTAL REVIEW

The Engineer will complete the review of the project's remaining construction submittals. The remaining submittals are expected to include the following items:

- Coatings
- Grout
- Epoxy and threaded inserts
- Sealants
- Revised flight and drive chain and wearing shoes submittals

The Engineer will review the submittals listed above up to two times each.

TASK 400: RFI RESPONSES

The project fee includes thirty hours of the Engineer's or the Engineer's structural subconsultant's time to address questions submitted by the project's contractor. This budget will also be used to resolve comments on the Contractor's submittals when the review comments cannot be simply addressed by the contractor. Finally, this budget will be used to address installation conflicts or unexpected conditions that arise during the construction schedule.

TASK 500: AS-BUILTS

The contractor shall neatly mark up the construction documents to reflect any changes made in the field during the installation of the improvements. These marked up drawings will be considered the project's working drawings. The Engineer will review the working drawings and the contractor shall address any comments and questions based on that review. Once the working drawings are acceptable to the Engineer, the marks from the working drawings will be added in CADD by GHD and the CADD drawings will become the project's as-builts. When as-built conditions vary from the original design, GHD will add marks to the original CAD line work rather than redraw it. For example, if an object or an improvement's dimension differs from the original design, a line will be drawn through the original dimension value and a new value will be added. The CAD line work for the object or improvement will not be redrawn to match the as-built dimension.

PROFESSIONAL SERVICES AGREEMENT – AMENDED EXHIBIT D

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

DETAILED PROJECT COMPENSATION

Basic Consultant Fee	\$ <u>39,645.00</u>
Construction Administration Fee	\$ <u>N/A</u>
Amendment No. 1 (Additional design work)	\$ <u>20,670.30</u>
Total Professional Services Fee	\$ <u>60,315.30</u>

Exhibit D

Task No	Description	Consultant Totals	\$220.00	\$185.00	\$185.00	\$135.00	\$95.00	\$95.00	\$55.00	\$227.00	\$162.82	\$93.08	\$102.88	Reimbursables	Subtotal
			Project Principal	Project Manager	Project Surveyor	Project Engineer	Eng Technician	Designer / Field Technicia	Clencal	Structural Principal	Structural Engineer	Structural Technician	Structural Inspector		
100	Meetings/pay apps (4)	18	18											\$ 70	\$ 1,073
200	Inspections (2)	8			8									\$ 35	\$ 348
300	Completing submittal review and RFIs (8 hours)	8			8										\$ 348
400	Final visit and as-builts	16			4		12							\$ 18	\$ 542
500	Structural RFIs	22								2	12	8			\$ 1,016
600	Structural Shop Drawing/Submittal Review	16								12	4				\$ 750
700	Structural Inspections	37								2	5		30		\$ 1,404
800	Outstanding Structural Efforts to Date	37								4	17		16		\$ 1,698
Total Hours			0	18	0	20	0	12	0	8	46	12	46	\$ 123	
Hourly Rate			\$ 70.91	\$ 59.63	\$ 59.63	\$ 43.51	\$ 30.62	\$ 30.62	\$ 17.73	\$ 73.17	\$ 52.48	\$ 30.00	\$ 33.16		
Labor Cost Subtotal			\$ -	\$ 1,073	\$ -	\$ 870	\$ -	\$ 367	\$ -	\$ 585	\$ 2,397	\$ 360	\$ 1,525		\$ 7,179
Labor Costs			\$7,178.98												
Overhead @ 177%			\$12,706.79												
Total Labor and Overhead			\$19,885.77												
Profit @ 12%			\$2,386.29												
Subtotal			\$22,272.06												
Other Direct Costs															
Printing/Reimbursables/Sub Mark-Up			\$123.00												
Contingency			\$5,000.00												
Other Direct Costs Subtotal			\$5,123.00												
Total Costs-Prime Consultant			\$27,395.06												
Less Remaining Budget from Original Contract			\$6,724.76												
Change Order Amount			\$20,670.30												

Note: Structural subconsultant included in tasks 500-800 above