

CITY CLERK  
ORIGINAL

C-9326-2  
06/28/2016

AMENDMENT NO. 2  
PROFESSIONAL SERVICES AGREEMENT GENERAL LANDFILL  
ENGINEERING CONSULTING SERVICES  
(City of Glendale Solicitation RFP Project No. 131426, Contract No. C-9326)

This Amendment No. 2 ("Amendment") to the Professional Services Agreement for General Landfill Engineering Consulting Services ("Agreement") is made this 28 day of June, 2016, ("Effective Date"), by and between the City of Glendale, an Arizona municipal corporation ("City") and Tetra Tech BAS, Inc., a California corporation authorized to do business in Arizona ("Contractor").

RECITALS

- A. City and Tetra Tech BAS, Inc. ("Contractor") previously entered into an Agreement for Landfill Engineering Consulting Services, Contract No. C-9326, dated October 28, 2014 ("Agreement"); and
- B. City and Contractor previously entered into Agreement Amendment No. 1, extending the term of the Agreement from October 30, 2015 through October 29, 2016; and
- C. City and Contractor wish to modify and amend the Agreement subject to and strictly in accordance with the terms of this Amendment to expand the Scope of Work to be performed by the Contractor under this Agreement.

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. **Scope of Work.** The Scope of Work is being expanded, in accordance with Exhibit B to this Amendment, for Contractor to provide the following additional tasks not previously required in the original Scope of Work. The new Scope of Work is specifically incorporated into and shall become an enforceable part of the Agreement.
- 4. **Compensation.** The Agreement originally provided for compensation in the amount of \$150,000. The compensation of the Agreement is amended and increased and shall not exceed \$250,000 annually for the current term. The compensation also shall not exceed \$250,000 for each renewal year that may be exercised at the City's option. Any remaining option to extend the term exercised by the City. The unit prices are provided in Exhibits B and C.

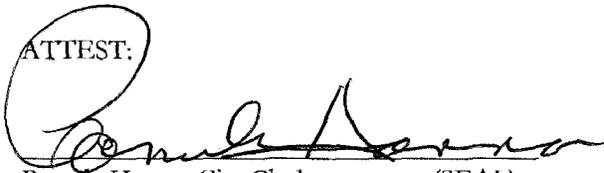
5. **Insurance Certificate.** Current certificate will expire on October 1, 2016. A new certificate applying to the extended term must be provided prior to this policy expiration date to Materials Management and the Contract Administrator.
6. **Non-discrimination.** Contractor must not discriminate against 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. **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. If any provision of this Amendment conflicts with the Agreement, then the provisions of this Amendment shall prevail.

CITY OF GLENDALE, an Arizona  
municipal corporation



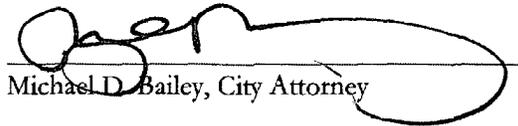
Kevin R. Phelps, City Manager

ATTEST:



Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:



Michael D. Bailey, City Attorney

Tetra Tech BAS, Inc., a California  
corporation

  
By: Jeff Williams  
Its: Controller

**Professional Services Agreement - Exhibit A**

**PROJECT DESCRIPTION**

The Consultant shall provide general engineering services including design services, engineering support, environmental compliance support and construction administration services. Activities under this contract are specific to the City of Glendale Landfill, and will be identified within separate task orders of varying size and complexity. Task orders will be individually managed, with independent schedules, budgets, objectives and deliverables.

**EXHIBIT B**  
**Professional Services Agreement**

**SCOPE OF WORK**

(Cover Page)

## PROFESSIONAL SERVICES AGREEMENT - EXHIBIT B

### SCOPE OF WORK

#### Consulting Services Description:

The following is a list of landfill engineering task categories that may be requested by the city. This list is not comprehensive and the city reserves the right to add related engineering services as necessary.

1. Planning and evaluation related to master plan development, cost analysis, waste modeling and statistical evaluations, landfill operation, closure / post-closure and financial assurance, facility management, equipment optimization and utilization techniques, and environmental regulatory compliance.
2. Standard calculations for landfill operation and optimization such as waste quantity estimates (e.g. tonnage, volume, air space), soil to waste ratios, waste densities, and environmental/air quality emissions.
3. Routine design activities including geotechnical and hydrological studies, construction cost projections and management oversight on designed projects such as waste cell sequencing, leachate collection and pumping, storm water management and landfill gas.
4. Document preparation including permit applications and modifications, construction plans, design reports, cost estimates, feasibility studies, facility plans and environmental plans, demonstrations and bid documents and specifications.
5. Meetings and presentations including attendance and/or representation of the client at various public and governmental agency meetings.
6. Regulatory agency interaction and liaison requiring robust knowledge of federal, state and local agency policies, guidelines and regulations.

#### Scope of Work

The following information is a general description of the scope of work that the Consultant will be required to perform. The services listed in this scope of work may include, but are not limited to, the following:

- A. Planning, study, design, GIS/mapping/survey services:
  1. Attend project meetings as necessary to maintain the project budget and schedule. Meetings may include:
    - a. Meetings with Field Operations and/or City Engineering Department's Project Team to determine scope of work, and deliverables.
    - b. Meetings required for obtaining permits.
    - c. Meetings with utility companies.
    - d. Meetings with general public, property and business owners, etc.
  2. Assist with the coordination of private, public and City utilities (i.e., APS, SRP, Qwest, Southwest Gas, Cox Communications, City Information Technology Department, Water and Sewer Services Department, etc.) regarding standard utility issues;
  3. Prepare and maintain a design plan and schedule;
  4. Assist in the permitting processes;
  5. Preparation of Design Concept Reports or Project Studies;
  6. Field work as necessary to support reports, studies, designs or regulated environmental compliance programs;
  7. Prepare bid documents for construction;
  8. Advise the City regarding use of construction materials;
  9. Coordinate the review of plans or studies with appropriate local, State, and Federal authorities, including adjoining municipalities and other authorities having jurisdiction.
- B. Post-Design and Pre-Construction Services:
  1. Perform as lead to acquire necessary construction permits from authorities having jurisdiction;
  2. Provide support for pre-bid and bidding phases including attendance at pre-bid and preconstruction conference(s) with the City and other interested parties;
  3. Review, research and comment on bidder's responses including recommendation of award;

4. Attend project meetings as necessary to maintain the project budget and schedule. Meetings may include;
  - a. Meetings with Field Operations and/or City Engineering Department's Project Team to review schedule and deliverables.
  - b. Meetings required for obtaining permits.

C. Construction Administrative Services:

1. Provide Resident Engineer, project management and appropriate project controls for construction oversight;
2. Provide on-site personnel using customary methods for observation and reporting of daily contractor activities;
3. Submit all questions regarding the plans and specifications to the City of Glendale Engineering Department. If appropriate, make recommendations regarding requests for substitutions;
4. Coordinate with various City departments and other agencies, including Arizona Department of Environmental Quality, Maricopa County Department of Environmental Services and utility companies;
5. Coordinate the installation of any materials/items provided or not provided under the construction contract;
6. Schedule and manage contractor operations (special permits will be required for work during non-standard work hours);
7. Provide all quality assurance controls and testing for both on-site and off-site work;
8. Ensure that all federal, state and local permits required for construction (i.e., AZPDES, etc.) are obtained;
9. Address all construction deficiencies in the work or materials as directed by the City Engineering Department;
10. Attend all periodic (e.g. weekly) construction project meetings;
11. Provide value engineering proposals that may accelerate the construction schedule or reduce construction costs;
12. Maintain a running deficiency list during the course of the project. Address all deficiencies before requesting a final inspection;
13. Maintain the record as-built drawings. The record as-built drawings may be reviewed each month by the City Engineering Department. The monthly progress payment will not be approved until the City Engineering Department approves or waives review in writing of the current record as-built drawings;
14. Submit the required number of project closeout documents for the City Engineering Department's review. The project will not be closed out until the City receives the required record as-built drawings, warranty and guarantee documents, lien waivers, product manuals, maintenance and operation manuals, and any spare parts and training required. The City Engineering Department will review the final project closeout documents.

**EXHIBIT C**  
**Professional Services Agreement**

**SCHEDULE**

(Cover Page)

**PROFESSIONAL SERVICES AGREEMENT - EXHIBIT C**

**SCHEDULE**

The Consultant shall provide services by task order as described in Exhibit A. Each task order will have a separate schedule of completion, to be determined prior to commencing work on the task order.

**TETRA TECH BAS, INC.**  
**1422 N 44th Street, Suite 208**  
**Phoenix, Arizona 85008**  
**(602) 257-0336**

**SCHEDULE OF CHARGES**

<b><u>PERSONNEL</u></b>	<b><u>HOURLY RATE</u></b>
Principal (P)	\$180
Principal Engineer (PRE)	\$170
Division Engineer (DE)	\$166
Chief Engineer (CE)	\$157
Senior Project Manager (SM)	\$157
Project Manager (PM)	\$138
Senior Regulatory Compliance Specialist (SRS)	\$128
Senior Project Engineer (SPE)	\$138
Project Engineer (PE)	\$114
Engineer I (E-I)	\$93
Project Geologist (G)	\$73
Sr. Electrical Engineer (SEE)	\$138
Electrical Engineer (EE)	\$111
Senior LFG Designer (SLD)	\$147
LFG Designer (LD)	\$104
Construction Manager (CM)	\$119
Environmental Specialist Supervisor (ESS)	\$116
Environmental Specialist II (ES-II)	\$98
Environmental Specialist I (ES-I)	\$93
Engineering Technician V (ET-V)	\$73
Engineering Technician II (ET-II)	\$54
Engineering Technician I (ET-I)	\$52
Project Coordinator (PC)	\$86
Administrative Assistant (ADA)	\$61
Office Services Clerk (OS)	\$55
Chief of Survey Parties (CSP)	\$123
2-Man Survey Party (SP-2M)	\$224
1-Man Survey Party with GPS (1M-GPS)	\$172
Court Appearance (Expert Witness, Deposition, etc)	1.5 x hourly rate

Overtime Premium is 50% of Personnel Hourly Rate  
Effective July 1, 2014 to June 30, 2015

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**REIMBURSABLE CHARGES**

**(Effective July 1, 2014 - June 30, 2015)**

In addition to the above charges for professional services (including routine expenses), we require reimbursement for the following items:

**A. INHOUSE EXPENSES**

Reproduction/Plotting:	<table border="0"> <tr><td>Xerox Copies</td><td style="text-align: right;">\$0.10/page</td></tr> <tr><td>Color Copies</td><td style="text-align: right;">\$0.50/page</td></tr> <tr><td>Wide Format Copies</td><td style="text-align: right;">\$0.30/sq. ft.</td></tr> <tr><td>Blueprints</td><td style="text-align: right;">\$0.50/sq. ft.</td></tr> <tr><td>Bond Plotting – Black &amp; \</td><td style="text-align: right;">\$2.00/sq. ft.</td></tr> <tr><td>Bond Plotting – Color</td><td style="text-align: right;">\$4.00/sq. ft.</td></tr> <tr><td>Vellum Plotting</td><td style="text-align: right;">\$4.00/sq. ft.</td></tr> <tr><td>Mylar Plotting</td><td style="text-align: right;">\$5.00/sq. ft.</td></tr> </table>	Xerox Copies	\$0.10/page	Color Copies	\$0.50/page	Wide Format Copies	\$0.30/sq. ft.	Blueprints	\$0.50/sq. ft.	Bond Plotting – Black & \	\$2.00/sq. ft.	Bond Plotting – Color	\$4.00/sq. ft.	Vellum Plotting	\$4.00/sq. ft.	Mylar Plotting	\$5.00/sq. ft.
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Mylar Plotting	\$5.00/sq. ft.																
Telefax (Outgoing only):	\$2.00/page																
Mileage:	<table border="0"> <tr><td>Personal Vehicle</td><td style="text-align: right;">\$0.60/mile</td></tr> <tr><td>Company Vehicle</td><td style="text-align: right;">\$0.70/mile</td></tr> </table>	Personal Vehicle	\$0.60/mile	Company Vehicle	\$0.70/mile												
Personal Vehicle	\$0.60/mile																
Company Vehicle	\$0.70/mile																

**OR**

**5% OF TOTAL PERSONNEL FEES**

**B. OTHER EXPENSES**

Company Vehicles	\$15.00/hour
Survey Vehicles	\$15.00/hour
Other Out-of-Pocket Expenses/Supplies/Travel	Cost + 15%
Equipment Usage	See Attached Schedule
Consultants/Outside Services	Cost + 15%
Construction Services	Cost + 15%
Per Diem for Living Expenses	Federal Rates
CADD Computer Usage	\$10.00/hour
Field Computer Services	\$40.00/week

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**(602) 257-0336**

**EQUIPMENT RENTAL RATES**  
**(Effective July 1, 2014 - June 30, 2015)**

TYPE OF EQUIPMENT	DAY	WEEK	MONTH
4 Gas Range Meter CH4, H2S, CO, O2 (Sentinal 44)	\$75	\$200	\$500
Alpha - 1 Personal Sampling Pump	\$75	\$200	\$500
Disposable Baller	\$20/each	n/a	n/a
CO2 Calorimetric Analysis Tubes	\$40	\$125	\$250
Downhole Camera	\$75/hr	n/a	n/a
Dupont Dosimeter Mark-3 (Personal Sample Pump)	\$50	\$150	\$300
Flow Calibrator (Gilan)	\$50	\$150	\$300
Gas Extraction Monitor (GEM 500 / 2000 / 2000 Plus)	\$125	\$350	\$900
Lung Sampler (Nutech 218)	\$100	\$300	\$800
Mini-Ram Data Logger	\$40	\$125	\$250
Mini-Ram Dust Meter	\$50	\$150	\$300
Organic Vapor Analyzer (OVA128)	\$125	\$400	\$1,000
Photo Ionization Detector (OVMS80B)	\$125	\$400	\$1,000
Sample Train (Gas Extraction Pump)	\$50	\$150	\$300
Soil Auger/Sampler	\$30	\$90	\$180
Sounder (Liquid Level Indicator)	\$40	\$125	\$250
Horiba Meter	\$50	\$200	\$400
MiniRae 2000	\$75	\$200	\$500
OT Surveyor	\$75	\$200	\$500
Groundwater Sampling Equipment	\$30/hour	n/a	n/a
Company Vehicle	\$120	\$480	\$1,250
Field Sampling Supplies:	100/day	n/a	n/a
LEVEL C (Per Person)	\$150	n/a	n/a
Respirator with Cartridge (full or half faced)			
Tyvek Coveralls			
Outer Gloves			
Glove Liners			
Neoprene Boots			