

# CITY CLERK ORIGINAL

C-7253-1  
08/01/2011

## Amendment No. 1 to the Agreement for Professional Services

### Arrowhead Water Reclamation Facility Blower Replacement

City Project No. 091030

This Amendment No. 1 to the Agreement for Professional Services for the Arrowhead Water Reclamation Facility Blower Replacement ("Amendment No. 1") is made this 1st day of AUGUST, 2011, by and between the City of Glendale, an Arizona municipal corporation ("City") and Brown and Caldwell, 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. 091030 is amended as follows:

Section 4. Additional compensation for the change in the Scope of Work will not exceed \$43,598 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	Scope of Work
Amended Exhibit D	Compensation

All other terms and conditions not amended by this writing remain unchanged and enforceable as found in the original Agreement C-7253 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”:

Brown and Caldwell, Inc.,  
a California corporation authorized to do  
business in Arizona

  
\_\_\_\_\_  
Ronald L. Ablin, P.E.  
Vice President

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

[See attached]

## AMENDED EXHIBIT B

### CITY OF GLENDALE ARROWHEAD WATER RECLAMATION FACILITY BLOWER REPLACEMENT SERVICES AMENDMENT 1 SCOPE OF WORK

June 15, 2011

#### Phase 300 – Construction Documents

In addition to the current scope of work, Brown and Caldwell (BC) will prepare Design-Bid-Build (DBB) drawings and specifications from previously completed Construction Manager at Risk (CMAR) documents for the replacement of the Turblex blowers with high-speed units. Blower pre-purchase documentation will also be prepared. These documents will be prepared to a level of detail that will allow for bidding by DBB contractors.

**Task 306 – Bid Documents.** BC will complete a constructability review of 100 percent CMAR documents, and then submit the documents to City of Glendale (City) Building Services for Agency review. All review comments will be incorporated into drawings and specifications, and signed bid documents will be prepared. BC will coordinate project Division 1 and technical specifications with City provided front end specifications and will review City's special provisions for conflict with project requirements. BC will submit print ready bid documents consisting of one unbound set full-size drawings and one unbound set of specifications to the City. Electronic copies of the specifications will be provided in Microsoft Word format and the plans will be submitted in AutoCAD format per City's CADD standards.

**Task 307 – Blower Pre-Purchase Documents.** BC will assist City in developing blower pre-purchase document based on UV project example provided by the City; update technical information submittal language and Life Cycle Cost calculation; develop evaluated bid criteria based on specified blower operating points; provide print ready specifications and drawings based on latest blower technical documents as directed by City; answer bidder questions; prepare pre-purchase document addenda; and evaluate blower pre-purchase proposals.

#### Phase 400 – Construction Period Services

In addition to the current scope of work, BC will provide the following construction services.

**Task 401 – Inspection Allowance.** As an allowance and when authorized by the City, BC will provide up to 32 hours additional mechanical and electrical inspection services.

**Task 402 – Request for Information (RFI) Responses Allowance.** As an allowance and when authorized by the City, BC will provide up to 16 hours additional mechanical and electrical RFI response services.

**Task 403 – Submittal Review Allowance.** As an allowance and when authorized by the City, BC will provide up to 16 hours additional mechanical and electrical submittal review services.

## Phase 700 – Bid Period Services

In addition to the current scope of work, BC will provide bid period services.

**Task 701 – Bid Period Services.** BC will provide bid period services to answer bidder questions and develop addendums for the bid documents.

## Phase 800 – Miscellaneous Allowances

The following allowances will require City approval.

**Task 801 – Additional Sampling Allowance.** Additional sampling and modeling activities completed as authorized during detailed design.

**Task 802 – Miscellaneous Allowance.** When requested and authorized by the City, BC will provide scope and fee to perform additional services no to exceed \$10,000.

## Assumptions

- The City will pre-purchase the blowers based on pre-purchase documents developed by BC.
- Agency reviews will be performed on previous developed 100 percent CMAR documents.
- The City will be responsible for applications programming, integration of process instrumentation, and Construction Administration and Approvals.
- The City will perform all other pre-purchase and bid phase services including advertising, printing, bidding, and similar.

## Compensation

Compensation for the additional services stated herein shall be on a time and materials basis for an amount not to exceed \$43,598 as described in Exhibit D.

**PROFESSIONAL SERVICES AGREEMENT – AMENDED EXHIBIT D**

**COMPENSATION**

**METHOD AND AMOUNT OF COMPENSATION**

**DETAILED PROJECT COMPENSATION**

Basic Consultant Fee	\$ 148,587
Amendment No. 1	\$ 43,598
Total Professional Services Fee	<u>\$ 192,185</u>

**AMENDED EXHIBIT D**

**CITY OF GLENDALE  
ARROWHEAD WATER RECLAMATION FACILITY  
BLOWER REPLACEMENT SERVICES  
AMENDMENT 1 COMPENSATION**

June 15, 2011

Total compensation shall be time and materials, not to exceed \$43,598. The detail breakdown is as follows:

Task	Description	Fee
300	Construction Documents	\$13,718
400	Construction period Services	\$12,644
700	Bid Period Services	\$ 2,496
800	Miscellaneous Allowances	\$14,740
Total Fee		\$43,598