

CITY OF TEMPE, ARIZONA
PUBLIC WORKS DEPARTMENT
DIVISION OF ENGINEERING

CONTRACT FOR PROFESSIONAL SERVICES
FOR
SOUTH TEMPE WATER TREATMENT PLANT
WATER QUALITY IMPROVEMENTS

PROJECT NO. 3203211
ADDENDUM NO. 3

This Addendum made and entered into on the 20th day of October, 2011, by and between the City of Tempe, an Arizona municipal corporation, (“City”) and **Malcolm Pirnie, Inc.**, a New York corporation (“Consultant”).

R E C I T A L S:

- A. The parties hereto entered into that certain Contract for Professional Services on or about August 20, 2009, (C2009-148), defining certain rights and obligations between the parties in order to provide engineering design services along with that certain Addendum No. 1 entered into on October 21, 2010 and Addendum No. 2 entered into on July 7, 2011 (collectively “Contract”).
- B. The parties desire to further define their respective rights and obligations with respect to the services of the Consultant, Contract term and Contract price.
- C. The parties intend that the following sections shall be integrated into the Contract in place of the former similarly identified section, if any, and that this Addendum be given the full force and effect of law as the Contract.

Now therefore, in consideration of the mutual promises and covenants as more particularly set forth below, the parties do hereby amend the Contract to read as follows:

1. Services of the Consultant. Consultant shall provide additional post-construction professional engineering services, as outlined in Exhibit “A” attached hereto and incorporated herein by this reference.

2. Contract Term. Consultant shall proceed with the work immediately upon execution of this Addendum and all services shall be completed by February 28, 2013.

3. Contract Price. Payment for this Contract shall be based on hourly rates established in the attached Exhibit “A” incorporated hereby by this reference. Total compensation for the services performed shall not exceed \$179,201.00, unless otherwise authorized by City in its sole discretion. The original Contract amount of \$3,635,877.00, plus the Addendum No. 1, reallocating task budgets only; plus the Addendum No. 2, in the amount of \$129,421.00, shall be increased by \$179,201.00, which shall constitute payment in full for all labor, equipment, materials and supplies needed to perform these services.

Cost Analysis:	<u>Professional Services</u>	<u>Reimbursables</u>	<u>Total</u>
Initial Contract Amount	\$3,533,202.00	\$102,675.00	\$3,635,877.00
Previous Addenda	\$129,421.00	\$0.00	\$129,421.00
This Addendum	\$179,201.00	\$0.00	\$179,201.00
 NEW CONTRACT AMOUNT			 \$3,944,499.00

4. All other provisions of the Contract where not inconsistent with this Addendum shall remain binding on the parties hereto.

[SIGNATURE PAGE TO FOLLOW]

South Tempe Water Treatment Plant Water Quality Improvements
Project No. 3203211

DATED this _____ day of _____, 2011.

CITY OF TEMPE, ARIZONA

By: _____
Mayor

By: _____
Public Works Director

ATTEST:

Recommended By:

City Clerk

Deputy PW Director/City Engineer

APPROVED AS TO FORM:

City Attorney

Consultant warrants that the person who is signing this Addendum on behalf of Consultant is authorized to do so and to execute all other documents necessary to carry out the terms of this Addendum.

CONSULTANT
Malcolm Pirnie, Inc.

Signature

Name

Title

Federal I.D. No./Social Security No.

Certified to be a true and exact copy.

Karen M. Fillmore
Records Specialist