

CITY OF GLENDALE
ORIGINAL

C-10792-1
10/25/2016

AMENDMENT NO. 1
Professional Services Agreement
with Dibble & Associates Consulting Engineers, Inc. dba Dibble Engineering
(City of Glendale, Contract No. C-10792)

This Amendment No. 1 ("Amendment") to the Professional Services Agreement ("Agreement") is made this 25 day of October, 2016, ("Effective Date"), by and between the City of Glendale, an Arizona municipal corporation ("City") and Dibble & Associates Consulting Engineers, Inc. dba Dibble Engineering, an Arizona corporation authorized to do business in Arizona ("Contractor").

RECITALS

- A. City and Dubble Engineering ("Contractor") previously entered into Professional Services Agreement, Contract No. C-10792, dated April 12, 2016 ("Agreement"); and
- B. The original scope of work to be performed under this agreement included the design and production of bid set documents for the construction of airport apron rehabilitation project (Phase I) for an estimated cost not to exceed two hundred ninety two thousand two hundred five dollars (\$292,205.); and
- C. The City and Contractor, however have agreed to include construction administration services for phase I. Therefore, both parties wish to increase the amount of compensation, and are increasing the "amount not to exceed" of the Agreement with this Amendment; and
- D. City and Contractor wish to modify and amend the Agreement subject to and strictly in accordance with the terms of this Amendment.

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. **Term.** The term of the Agreement is extended for a one-year period from April 12, 2017 through April 12, 2018, unless otherwise terminated or canceled as provided by the Agreement. All other provisions of the Agreement except as set forth in this Amendment shall remain in their entirety.
- 3. **Scope of Work.** All additional work will be performed at the Glendale Municipal Airport in Glendale, Arizona.
Generally, the construction phase services will include:

Task 1 - Construction contract administration, pre-construction conference preparation and attendance. Shop drawing/material submittal reviews, Request For Information (RFI) responses, contractor pay application reviews, Davis-Bacon Wage reviews, weekly construction meetings and field visits, percent within-Limits Calculations, pre-final walkthrough/ punch list development, final walkthrough and record drawing preparation. Also preparation of FAA and ADOT required close-out documents, record drawings, and final engineer's construction report.

Task 2 - Daily construction observation and documentation of contractor's activities.

4. **Compensation.** Increase compensation an additional \$72,106. As described above and shown in the attached exhibit.
5. **Insurance Certificate.** Current certificate will expire on April 12, 2017 and a new certificate applying to the extended term must be provided prior to this 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. **No Boycott of Israel.** The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.
8. **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 and that 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



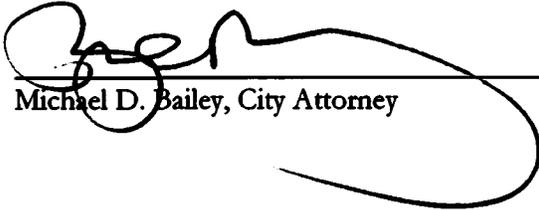
Kevin R. Phelps, City Manager

ATTEST:



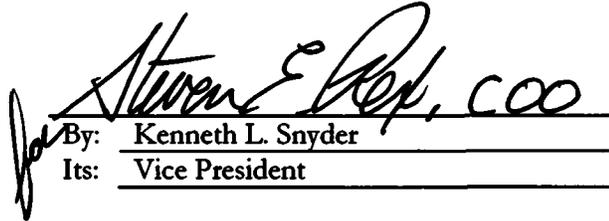
Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:



Michael D. Bailey, City Attorney

Dibble & Associates Consulting
Engineers, Inc., dba Dibble Engineering
an Arizona corporation


By: Kenneth L. Snyder
Its: Vice President

Firm: Dibble Engineering
 Glendale Municipal Airport
 Project: North Apron Rehab. - BP #1
 Construction Phase Services
 Glendale, AZ
 Date: 8/16/2016



Contract Number: TBD
 Project Number: 151609
 Task Number: N/A
 Amendment Number: N/A
 FAA Number: 3-04-0064-025
 ADOT Number: N/A

Man-Hour & Fee Summary

A. Construction Phase Services (Dibble Engineering/Dibble CM)	Hours	Fee
1 Project Mgmt. & Construction/Contract Administration.....	210	\$32,261.00
2 Construction Observation Services.....	258	\$30,964.00
A. Design Phase Subtotal.....	468	\$63,225.00
B. Subconsultant Services		Fee
1 QA/Materials Acceptance Testing (ACS Services).....		\$8,000.00
B. Subconsultant Services Subtotal.....		\$8,000.00
C. Allowances/Direct Expenses (Dibble Engineering)		Fee
1 Submittal Printing.....		\$160.00
2 Mileage.....		\$721.00
C. Allowances/Direct Expenses Subtotal.....		\$881.00
Project Total.....		\$72,106.00