

AMENDMENT NO. 2  
Professional Services Agreement  
(City of Glendale, Contract No. C-10792)

This Amendment No. 2 ("Amendment") to the Professional Services Agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2017, ("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 Dibble 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 (\$292,205.00); and Amendment No. 1 was agreed upon and executed by City and Contractor in the amount not to exceed seventy-two thousand one hundred and six dollars (\$72,106.00) for construction administration and inspection services for Phase I; and
- C. The City and Contractor, however, have agreed to include additional design professional services to complete the design of Phase II of the airport apron rehabilitation. 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 unchanged from Amendment No. 1 and shall expire on April 12, 2018.
3. **Scope of Work.** All additional work will be performed for the Glendale Municipal Airport in Glendale, Arizona. The design professional services for Phase II of the

airport apron rehabilitation project will include: project management/administration, Draft and Final submittals of City and FAA contract provisions, FAA Construction Safety & Phasing Plan, FAA Construction Management Plan, as well as Quality Control and Assurance of all submittal documents. Bid Phase Services are also included, consisting of coordination and attendance to the pre-bid meeting, coordination and issuance of bid addenda, coordination and responses to bidder questions, attendance and assistance to the City for the bid opening meeting and bid tabulations and recommendations, all per the attached Bid Package #2.

4. **Compensation.** Increase compensation an additional \$39,539.00 as described above and shown in the attached exhibit, Bid Package #2. Contractor's total compensation for the original Agreement and both Amendment No. 1 and Amendment No. 2 will not exceed \$403,850.00.
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. **Attestation of PCI Compliance.** When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.
9. **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.

[Signatures on the following page.]

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

*Ryan Toner* for  
By: Steven E. Rex Ryan Toner  
Its: Chief Operations Office Vice President

**EXHIBIT A**  
**Professional Services Agreement – Amendment 2**



**PROJECT DESCRIPTION**  
**Design Phase Services**  
**North Apron Rehabilitation**  
**Bid Package #2**  
**Glendale Municipal Airport**



Dibble Engineering (Dibble) has been requested by the City of Glendale (City) to provide Design Phase services for the rehabilitation of approximately 101,000 square yards (SY) of asphalt concrete (AC) pavement that comprises the North Apron at Glendale Municipal Airport. Approximately 12,000 SY of AC pavement is currently being reconstructed (via Bid Package #1); the 101,000 square yards makes up the remainder of the total project area. The existing AC pavement is experiencing varying degrees of distress and is need of rehabilitation and, in some areas, complete reconstruction. The goal of this project is to provide a suitable pavement structure and surface for aircraft to traverse and park safely.

It is understood that the FAA is programming approximately \$4.5M (design, construction, and administration) for the completion of the remaining area (101,000 SY) of this project. Because of the multi-year funding approach for this project, a significant portion of the full/detailed design is already contracted and underway. This design scope covers the elements that need to be completed now that the FAA has programmed the funds and provided direction for bidding the remainder of this project.

**EXHIBIT B**  
**Professional Services Agreement – Amendment 2**



**SCOPE OF WORK  
Design Phase Services  
North Apron Rehabilitation  
Bid Package #2  
Glendale Municipal Airport**



Dibble Engineering (Dibble) has been requested by the City of Glendale (City) to provide Design Phase services for the rehabilitation of approximately 101,000 square yards (SY) of asphalt concrete (AC) pavement that comprises the North Apron at Glendale Municipal Airport. Approximately 12,000 SY of AC pavement is currently being reconstructed (via Bid Package #1); the 101,000 square yards makes up the remainder of the total project area (for a total of 113,000 SY). The existing AC pavement is experiencing varying degrees of distress and is need of rehabilitation and, in some areas, complete reconstruction. The goal of this project is to provide a suitable pavement structure and surface for aircraft to traverse and park safely.

It is understood that the FAA is programming approximately \$4.5M (design, construction, and administration) for the completion of the remaining area (101,000 SY) of this project. Because of the multi-year funding approach for this project, a significant portion of the full/detailed design is already contracted and underway. This Scope of Work covers the elements that need to be completed now that the FAA has programmed the funds and provided direction for bidding the remainder of this project.

The following specific tasks/elements are included in this Scope of Work:

**1) General:**

- a) Project Management and Administration: Dibble will provide all project management and coordination of the design team and will provide coordination between design team members, the City, Airport, and other interested stakeholders as necessary. Administration tasks such as file coordination and project printing and deliverable compilation at each submittal level will also be included under this task.

Dibble will make monthly "Design and Progress Reports", including invoicing, to the City of Glendale in a format acceptable to the City.

**2) FAA/ADOT Concurrence Submittal:**

The FAA and ADOT Aeronautics have already reviewed the 30% for the North Apron Rehabilitation Bid Package #1 submittal, which included up to 30% schematic/basic design the entirety of the North Apron project area (113,000 SY); however these organizations will require review and approval for grant scope and estimated construction costs prior to bidding Bid Package #2. The development of plans, technical specifications, engineer's report(s), and Engineer's Opinions of Probable Construction Costs (EOPCC's) for the total apron area are already included in the Scope of Work for Bid Package #1; however this Scope of Work addresses the following additional items:

- a) Draft Contract Documents and FAA Provisions: Draft City contract documents and FAA General and Contract Provisions will be developed and coordinated with the City.
- b) Draft Construction Safety and Phasing Plan (CSPP): A CSPP will be developed for Bid Package #2 to be included in the contract documents as guidance to the contractor on important safety standards and regulations that are typically required on airport construction projects. The CSPP will be prepared in accordance with the most recent edition of FAA Advisory Circular (AC) 150/5370-2F.
- c) Draft Construction Management Plan (CMP): Because the estimated paving value for Bid Package #2 exceeds \$500,000, the FAA requires a CMP to be developed in accordance with AC 150/5370-12B *Quality Management for Federally Funded Airport Construction Projects*. A CMP will be developed for Bid Package #2 to be included in the contract documents detailing the measures and procedures to be used to comply with the quality assurance provisions of the construction contract. Once the construction contract is awarded, the successful contractor will be required to provide additional information for the full completion of the CMP.
- d) FAA, ADOT and City/Airport Concurrence/Review Meeting: This meeting will be held shortly after the initial packaging/submittal of Bid Package #2 (at about the 95% level) with FAA, ADOT MPD Aeronautics staff and representatives from the City and Airport to review the grant scope and criteria, and to confirm other critical project components.
- e) Internal QA/QC Project Review: In addition to the continual quality assurance reviews performed by senior practice staff, Dibble also performs additional quality control reviews prior to each submittal utilizing standardized checking processes by Dibble's Quality Director. Each subconsultant will be responsible for their own Quality Assurance/Quality Control program; however, the Quality Director will review all combined project documents for consistency amongst the design elements before each submittal.

**3) Final Bid-Ready Submittal:**

After review comments have been received from the FAA, ADOT Aeronautics and the City via the Concurrence Submittal (noted above), corrections and clarifications will be incorporated into the Final Bid-Ready Submittal. Again, the development of plans, technical specifications, engineer's report(s), and Engineer's Opinions of Probable Construction Costs (EOPCC's) for the total apron area are already included in the Scope of Work for Bid Package #1

- a) Final Contract Documents and FAA Provisions: Final City contract documents and FAA General and Contract Provisions will be developed and coordinated with the City.
- b) Final Construction Safety and Phasing Plan (CSPP): The final CSPP will be developed for Bid Package #2 to be included in the contract documents as guidance to the contractor on important safety standards and regulations that are typically required on airport construction projects. The CSPP will be prepared in accordance with the most recent edition of FAA Advisory Circular (AC) 150/5370-2F. The final CSPP will also be coordinated and uploaded to FAA's Obstruction Evaluation & Airport Airspace Analysis (OE/AAA) website.
- c) Final Construction Management Plan (CMP): The final CMP will be developed for Bid Package #2 to be included in the contract documents detailing the measures and procedures to be used to comply

with the quality assurance provisions of the construction contract. Once the construction contract is awarded, the successful contractor will be required to provide additional information for the full completion of the CMP.

- d) Internal QA/QC Project Review: In addition to the continual quality assurance reviews performed by senior practice staff, Dibble also performs additional quality control reviews prior to each submittal utilizing standardized checking processes by Dibble's Quality Director. Each subconsultant will be responsible for their own Quality Assurance/Quality Control program; however, the Quality Director will review all combined project documents for consistency amongst the design elements before each submittal.

#### 4) Bid Phase Services:

- a) Project Management and Administration: Dibble will provide all project management and coordination of the design team, and will provide coordination between design team members, the City, and other interested stakeholders as needed.

Administration tasks such as file coordination and project printing during the bid phase will be included under this task.

- b) Pre-Bid Meeting: Dibble will attend the pre-bid meeting and assist the City of Glendale in conducting as needed. Dibble, upon the request of the City, will provide a brief overview of the project and contract components, identifying important elements within the documents that the Contractors should be particularly familiar with prior to submitting a bid. Dibble shall also assist the City in developing and submitting the pre-bid meeting minutes.
- c) Bid Addendums: Pending contractors' reviews, comments, and questions, Dibble will assist the City of Glendale in developing and issuing any necessary addendums, including revisions to contract documents (i.e. plans and technical specifications). It should be noted that the hours provided in the *Estimated Manhour* matrix contained herein is estimated for a maximum of two (2) addenda.
- d) Contractor Questions: Dibble will coordinate, address, and appropriately respond to all contractor communications and questions during the bidding process. Responses will be submitted through addenda as needed.
- e) Bid Opening Meeting: Dibble will attend the bid opening meeting at the City of Glendale.
- f) Bid Tabulation and Recommendation: Dibble will evaluate each bid submitted for mathematical/calculative errors and for comparative purposes against the Engineer's Opinion of Probable Construction Cost and other bids submitted. Dibble will provide a bid summary letter stating all inconsistencies and results and a recommendation for the lowest responsible, responsive bidder.

#### 5) Project Deliverables

- a) FAA/ADOT Concurrence Submittal (at approximately 95% design level): 6 hard copy sets each of – Draft final plans, Draft final specifications, Draft final quantities and Engineer's Opinion of Probable Construction Costs, Draft final Engineer's Report, Draft CSPP, and Draft CMP.

- b) Final Bid-Ready Submittal: 100% sealed bid-ready plans (12 hard copies for contractor pickup from City), 100% sealed bid-ready contract documents and technical specifications (12 hard copies for contractor pickup from City); and one (1) hard copy each of – 100% quantities and Engineer’s Opinion of Probable Construction Costs, sealed Final Engineer’s Report, Final CSPP, and Final CMP.

6) Miscellaneous

This proposal is based on an estimated three-month design schedule beginning 01/03/17 which includes City/Airport, FAA and ADOT MPD Aeronautics review time (see attached Design Schedule Exhibit).

All plans are to be prepared in AutoCAD Civil 3D 2013.

7) Exclusions To This Scope of Work

- a) Landscape, Irrigation, and Environmental Design Services.
- b) New Electrical Infrastructure Design Services.
- c) Structural Engineering.
- d) Limited or Full Time Construction Administration services (to be contracted at a later date)
- e) Environmental Evaluation or assessments other than the SWPPP. It is understood that a Categorical Exclusion (CatEx) request has already been submitted to the FAA for approval.

**END OF SCOPE OF WORK**

**EXHIBIT C**  
**Professional Services Agreement – Amendment 2**

Firm: Dibble Engineering  
 Glendale Municipal Airport  
 Project: **North Apron Rehab. BP#2**  
 Design and Bid Phase Services  
 Glendale, AZ  
 Date: 11/7/2016



Contract Number: TBD  
 Project Number: TBD  
 Task Number: N/A  
 Amendment Number: N/A  
 FAA Number: 3-04-0064-026  
 ADOT Number: N/A

Schedule Summary

**A. Design & Bid - Bid Package #2**

	Start	Finish	Duration (Days)
1 FAA/ADOT Concurrence Submittal.....	1/3/17	2/1/17	30
2 FAA/ADOT/City Review.....	2/2/17	2/15/17	14
3 Final Bid-Ready Submittal.....	2/16/17	3/8/17	21
4 Final City Coordination & FAA/ADOT Concurrence to Bid.....	3/9/17	3/27/17	19
5 Project Bidding.....	3/28/17	4/25/17	29
6 Bid Evaluation & Bid Results to FAA/ADOT.....	4/26/17	5/1/17	6

**A. Design & Bid - Bid Package #2**

1/3/17	5/1/17	119
--------	--------	-----

**EXHIBIT D**  
**Professional Services Agreement – Amendment 2**

**COMPENSATION**

**METHOD AND AMOUNT OF COMPENSATION**

Compensation shall be based on an hourly billing rate plus reimbursable expenses for Consultant and all Subconsultants. Documentation for reimbursable expenses must be included with each Payment Application.

**NOT-TO-EXCEED AMOUNT**

The total amount of compensation paid to Consultant for full completion of all work required by the Project during the entire term of the Project must not exceed \$403,850

**DETAILED PROJECT COMPENSATION**

Original Professional Services Fee	\$292,205
Amendment No. 1	\$72,106
Amendment No. 2	\$39,539
<b>Total Not-to-Exceed Amount</b>	<b>\$403,850</b>