



AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT

Design Services

Lindsay Road Water Main Replacement

Project No. WA1810.201

Council Date: January 27, 2022 Item No.

THIS AMENDMENT NO. 2 ("Amendment No. 2") to the agreement for services dated September 13, 2018 (the "Agreement") is made by and between the City of Chandler, an Arizona municipal corporation, ("City") and **Dibble & Associates Consulting Engineers, Inc.** ("Consultant"), on this ____ day of _____, 2022 ("Effective Date"). (City and Consultant may individually be referred to as "Party" and collectively referred to as "Parties").

RECITALS

A. The Parties entered into the Agreement for the following services: **Design Services** ("Services") for **Lindsay Road Water Main Replacement** project.

B. The Parties have determined that it is necessary and desirable for the Consultant to perform additional services for the City under the terms and conditions set forth in this Amendment No. 2 and the Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual promises contained in the Agreement and this Amendment No. 2, the Parties agree to amend and modify the Agreement as follows.

SECTION I - CONSULTANT'S SERVICES

The Agreement is amended to add the modified scope of work described in **Exhibit "A"** attached to and made a part of this Amendment No. 2 by this reference.

SECTION II - PERIOD OF SERVICE

The Agreement is amended to increase the contract time by **1,114** calendar days for a total **1,569** calendar days.

SECTION III – PAYMENT OF COMPENSATION AND FEES

The Agreement is amended to increase the total contract price in an amount not to exceed **\$28,872** for a total contract amount of **\$86,114** payable in accordance with **Exhibit "B"** attached to and made a part of this Amendment No. 2 by this reference.

SECTION IV – CONFLICT AMONG DOCUMENTS

The Agreement and this Amendment No. 2 constitute the complete agreement between the Parties concerning the subject matter of the Agreement and replace any prior oral or written communications between the Parties. The terms and conditions of the Agreement are incorporated into and made a part of this Amendment No. 2. If a conflict or ambiguity arises among the Agreement and Amendment No. 2, the instrument in the following order prevails and controls: (1) Amendment No. 2; and (2) Agreement.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 2 to be duly executed. Each Party warrants and represents that its respective signatories whose signatures appear below have been and are on the date of signature duly authorized to execute this Amendment No. 2.

"CITY"
CITY OF CHANDLER

MAYOR

Recommended By:

Andrew Goh, P.E.
CIP City Engineer

APPROVED AS TO FORM:

City Attorney

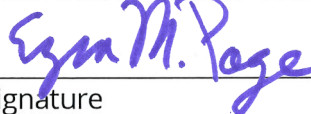


ATTEST:

City Clerk

Seal

"CONSULTANT"
Dibble & Associates Consulting Engineers, Inc.

 01/06/2022
Signature Date

Ezra Page
Print Name

Vice President
Title

ezra.page@dibblecorp.com
Signer Email Address

Amendment No. 2 (cont.)
Project No. WA1810.201

These changes result in the following adjustments of contract amount and time:

Original Contract amount:	\$ 57,242
Current Contract amount, prior to this Amendment: (including previous Amendments)	\$ 57,242
Net change resulting from this Amendment:	\$ 28,872
Revised Contract amount, including this Amendment:	\$86,114
Last Contract amount approved by Council (if applicable):	\$ 57,242
Amendment % of last Contract amount approved by Council: (if accumulated amount over 10% of previous Contract amount approved by Council, Council approval is required)	50%
Contract time or completion date prior to this Amendment: (including previous amendments) <u>455</u> or ____ Days Date	
Net change resulting from this Amendment: <u>1,114</u> or ____ Days Date	
Revised Contract time or completion date: (including this amendment) <u>1,569</u> or ____ Days Date	
THIS AMENDMENT No. ____ does NOT require Council approval: ____ Amendment is less than 10% of Contract amount last approved by Council	
THIS AMENDMENT No. 2 does require Council approval: <u>X</u> Amendment is over 10% of previous Contract amount approved by Council	
Amendment No. <u>2</u> Council approval: ____ Item No.: ____, if applicable OWNER NAME & DATE APPROVAL: <u>Jeff Auker 12/13/2021</u>	

E-copy: Project Mgr. Consultant Owner File

EXHIBIT A
SCOPE OF WORK

EXHIBIT "A"

SCOPE OF WORK

CITY OF CHANDLER

LINDSAY ROAD WATER MAIN REPLACEMENT CONTRACT AMENDMENT REQUEST

**PERMITTING, DESIGN AND POST DESIGN SERVICES FOR WATER / WASTEWATER CONTRACT NO.
EN 1520.101
PROJECT No. WA1810.201**

December 15, 2021

A. SCOPE OF WORK

Task numbers correlate with the task numbers of the original contract.

Task 3: Plan Updates and Revisions

The 60% water main replacement design progress submittal was delivered to and reviewed by the City in November 2018. Due to unforeseen circumstances on the TOG widening project, the water main replacement project has been on hold since that time. During that time, TOG made modifications to the widening project including the widening of the proposed right-of-way and the removal of the underground stormwater retention system. These modifications have a direct impact on the water main replacement project.

Task 3.1: Preliminary (60%) Engineering Submittal

- **CONSULTANT will:**
 - Review and modifications during project delay
 - Coordinate with TOG roadway design

Task 3.2: Prefinal (90%) Engineering Submittal

CONSULTANT will:

- Update plans to conform with modifications made by TOG
 - Update plans to reflect ROW widening
 - Meter locations
 - Service line locations
 - Review existing utility data and confirm estimated locations
 - Incorporate pothole data
 - Adjust profile for new storm drain design locations
- Develop a project specification for the removal and handling of existing asbestos cement pipe
 - ACP removal and handling specification will be included on a sheet of the plan set

Task 3.2.2: Permitting - RWCD

CONSULTANT will:

- Continue coordination, plan review, and permit approval with the following agencies:
 - City of Chandler Development Services
 - MCESD
 - RWCD

Task 5: Project Management, Coordination and Meetings

CONSULTANT will:

- Coordinate with the City
- Coordinate with the Transportation design team for Town of Gilbert (TOG)
- Attend periodic progress meetings (via virtual conference) with the Transportation design project manager and the TOG project manager
- Attend meetings with the City for project coordination and plan review.
 - It is assumed that four (4) meetings (via virtual conference) or site visits will be held
- Prepare meeting agenda and sign-in
- Prepare meeting notes and distribute to attendees

Task 7: Legal Descriptions

CONSULTANT will:

- Coordinate with the City and Dibble Survey to identify extents of required legal descriptions and exhibits:
 - Combined easement for new potable water main and services and existing 24-inch reclaimed water main in Lindsay Road
 - De-annexation of Chandler right-of-way located within proposed Gilbert right-of-way from Ocotillo Road to Spur Road
 - Combined easement for new water main and existing 24-inch reclaimed water main at the RWCD crossing at Lindsay Road and Appleby Road

ALLOWANCES

The following ALLOWANCE items may be added to the base contract with written authorization from the City:

Legal Descriptions and Exhibits: An allowance is provided for additional services requested by the City. This allowance will be utilized at the City's discretion and based on written direction from the City's Project Manager CONSULTANT will:

- Coordinate with the City and Dibble Survey to identify extents of required legal descriptions and exhibits:
 - Combined easement for new potable water main and services and existing 24-inch reclaimed water main in Lindsay Road
 - De-annexation of Chandler right-of-way located within proposed Gilbert right-of-way from Ocotillo Road to Spur Road
 - Combined easement for new water main and existing 24-inch reclaimed water main at the RWCD crossing at Lindsay Road and Appleby Road

Owner's Allowance: An allowance is provided for additional services requested by the City. This allowance will be utilized at the City's discretion and based on written direction from the City's Project Manager.

Direct Costs

RWCD Permitting: Additional coordination and permitting with RWCD may be required. An allowance is provided for additional fees to submit required permitting for RWCD permitting. Dibble will pay RWCD permitting fees and this will be utilized as a direct cost reimbursable.

ASSUMPTIONS AND EXCLUSIONS

- A specification book will not be created.
- The project schedule is managed by the TOG transportation project. Estimated design submittal dates are:
 - 100% Design – January 2022
- This Contract Amendment proposal is based on the estimated schedule. If the TOG schedule is modified or delayed, additional modifications to this proposal may be necessary.

END SCOPE OF WORK

EXHIBIT B
FEE SCHEDULE

CITY OF CHANDLER
LINDSAY ROAD WATER MAIN REPLACEMENT
CONTRACT AMENDMENT 01

EXHIBIT "B"

BUDGET SUMMARY

Project Budget Summary

Task No.	Task	Original Contract Amount	Amount Billed To Date	Remaining Budget	Contract Amendment No 01	Notes - CA 01 Impact
1	Supplemental Topographic and Control Survey	\$ 1,780	\$ 972	\$ 808	\$ -	No change
2	Utility Coordination	\$ 1,864	\$ 1,725	\$ 139	\$ -	No change
3	Construction Documents					
3.1	Preliminary (60%) Engineering Submittal	\$ 6,222	\$ 8,926	\$ (2,704)	\$ 2,704	Updated to reflect TOG changes and extended contract duration
3.2	Prefinal (90%) Engineering Submittal	\$ 8,222	\$ 9,767	\$ (1,545)	\$ 7,068	Updated to reflect TOG changes and extended contract duration and addition of Hazardous waste removal spec to 90% plan set
3.2.1	Permitting - MCESD	\$ 1,738	\$ -	\$ 1,738	\$ -	No change
3.2.2	Permitting - RWCD	\$ 3,016	\$ 1,670	\$ 1,346	\$ 2,488	Updated to reflect TOG changes and extended contract duration
3.3	Construction Document Submittal	\$ 4,722	\$ -	\$ 4,722	\$ -	Updated to reflect TOG changes and extended contract duration
4	EOPCC	\$ 1,392	\$ 1,265	\$ 127	\$ -	No change
5	Project Management, Coordination and Meetings (4)	\$ 6,668	\$ 9,162	\$ (2,494)	\$ 6,112	Updated to reflect TOG changes and extended contract duration
6	Bid Phase Services	\$ 2,518	\$ -	\$ 2,518	\$ -	No change
	Allowances					
	Legal Descriptions and Exhibits	\$ 5,000	\$ -	\$ 5,000	\$ 1,500	
	Utility Potholing	\$ 8,000	\$ 8,000	\$ -	\$ -	Potholing invoice was \$11,925
	Owner's Allowance	\$ 5,000	\$ 3,925	\$ 1,075	\$ 5,000	Used \$3,925 for potholing
	Direct Costs					
	MCESD Permitting (non-expedited)	\$ 600	\$ -	\$ 600	\$ -	
	RWCD Permitting	\$ -	\$ -	\$ -	\$ 4,000	RWCD sharges flat rate of \$4k upon submittal and then reimburses for review time not used
	Direct Expenses	\$ 500	\$ 45	\$ 455	\$ -	
	TOTAL	\$ 57,242	\$ 45,457	\$ 11,785	\$ 28,872	