



**AMENDMENT NO. 1 TO
CONSTRUCTION MANAGEMENT SERVICES AGREEMENT**

**WATER MAIN REPLACEMENT 2022
Project No. WA2203.451**

Council Date: April 10, 2025

THIS AMENDMENT NO. 1 ("Amendment No. 1") to the professional services agreement dated October 9, 2024, (the "Agreement") is made by and between the City of Chandler, an Arizona municipal corporation, ("City") and **Dibble CM, LLC**, an Arizona Limited Liability Company, ("Consultant"), on this ____ day of _____, 2025, ("Effective Date" by Clerk). (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 **Construction Management Services** ("Services") for the **Water Main Replacement 2022** project.

B. The Parties have determined that it is necessary and desirable for the Consultant to perform services for the City under the terms and conditions set forth in this Amendment No. 1 and the Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual promises contained in the Agreement and this Amendment No. 1, the Parties agree to amend and modify the Agreement as follows.

SECTION I – CONSULTANT’S SERVICES

The Consultant’s Services are modified as described in the Exhibit "A" attached to and made part of this amendment by reference.

SECTION II – PERIOD OF SERVICE

The Period of Service is increased by **365 calendar days** for a revised total of **730 calendar days**.

SECTION III – PAYMENT OF COMPENSATION AND FEES

The Fees are increased by **\$862,802.50** and will be payable in accordance with Exhibit "B" attached to and made part of this amendment by reference, for a revised total not to exceed **\$939,177.50**.

SECTION IV – CONFLICT AMONG DOCUMENTS

The Agreement, this amendment, and any previous amendments 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. If a conflict or ambiguity arises between the Agreement and this amendment, the instrument in the following order prevails and controls: (1) this amendment; (2) any previous Amendments from most recent to oldest; and (3) the Agreement.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. **1** 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. **1**.

"CITY" CITY OF CHANDLER

**"CONSULTANT"
DIBBLE CM, LLC**

MAYOR

KC Brandon 3/14/2025

Signature Date

RECOMMENDED BY:

Daniel Haskins

Daniel Haskins, P.E.
CIP City Engineer

KC Brandon

Print Name

President

Title

kcbrandon@dibblecm.com

APPROVED AS TO FORM:

Signer Email Address

City Attorney 

ATTEST:

City Clerk Seal

Amendment No. **1** (cont.)
Project No. **WA2203.451**

These changes result in the following adjustments of Agreement amount and/or time:

Amendment authorized by Owner name: Jeff Auker		Date: 2/25/2025
Consultant email: kcbrandon@dibblecm.com		
Original Agreement amount:	\$76,375	
Previous Amendment(s) total:	\$0	
Last Agreement amount approved by Council:	\$0	
This Amendment:	\$ 862,802.50	
This Amendment + previous Amendment(s) not approved by Council total:	\$ 862,802.50	
Revised Agreement total:	\$939,177.50	
Council Approval Required (yes indicates approval required)	Yes	No
Amendment(s) total over \$100,000:	☒	☐
Amendment(s) total causes Agreement to exceed \$100,000:	☒	☐
Agreement Time		
Notice to Proceed (NTP) date for Original Agreement:	10/23/2024	
Agreement time prior to this Amendment (including previous amendments):	<u>365</u> Calendar Days	
Net change resulting from this Amendment:	<u>365</u> Calendar Days	
Revised Agreement time (including this Amendment):	<u>730</u> Calendar Days	
Council Approval (if applicable)		
Council Approval Date: 4/10/2025		

cc: Project Manager, Consultant, Owner, File

EXHIBIT A
SCOPE OF WORK

EXHIBIT "A" Amendment 1**CONSTRUCTION MANAGEMENT****SCOPE OF SERVICES****WA2203.451****CITY OF CHANDLER WATERMAIN REPLACEMENT****PROJECT TASKS****3. CONSTRUCTION MANAGEMENT****A. Task 3.1 Weekly Construction Meetings**

- i. Consultant must conduct weekly construction meetings. Each meeting includes agenda and minutes; Request for Information (RFI); Shop Drawing; Request for Information (RFI); Field Directive (FD); Material Certification; and Allowance Logs. Consultant assumes (36) thirty six weekly meetings will be held.

B. Task 3.2 CPM Schedule

- i. Consultant must review Contractor's monthly CPM schedule updates submitted with each payment application, identify CPM tasks behind schedule that may affect critical path items, project substantial and final completion dates and initiate correspondence to City regarding those tasks. Consultant assumes (8) eight reviews of updated CPM schedule.

C. Task 3.3 Requests for Information (RFI's)

- i. Consultant must review, evaluate, and respond to Contractor Requests for Information (RFI's); and prepare and maintain a submittal log of all RFI's. Consultant assumes a (15) fifteen RFI responses.

D. Task 3.4 Shop Drawing Submittals

- i. Consultant must review, evaluate, and respond to Contractor shop drawing submittals; and prepare and maintain a submittal log of all shop drawing submittals. Consultant assumes (20) twenty reviews.

E. Task 3.5 Requests for Proposal (RFP)

- i. Consultant must prepare Requests for Proposal (RFP) documents detailing requested additional work tasks; review and evaluate Contractor RFP responses (cost derivatons) with approval recommendations; and prepare and maintain a submittal log list of all RFP's. Consultant assumes (7) seven RFPs.

F. Task 3.6 Field Directives (FD's)

- i. Consultant must prepare Field Directive (FD) documents detailing requested additional work tasks; review and evaluate Contractor FD responses with approval recommendations; and prepare and maintain a submittal log list of all FD's. Consultant assumes (7) seven FD's.

G. Task 3.7 Contractor Payment Applications

- i. i.Consultant must review and evaluate Contractor monthly payment applications and make recommendation for payment; maintain a weekly record of constructed pay quantities and compile monthly totals; and coordinate payment application with the City quantity report and the inspectors' daily logs. Consultant assumes (8) eight payment applications, with (2) two reviews each.

H. Task 3.8 Field Coordination

- i. Consultant to assist in coordinating the installation of waterlines to residents' properties.
- ii. Maintain communication and act as a liaison with contractor, residents, public outreach firm, and city.

4. CONSTRUCTION INSPECTION**a. Task 4.1 Inspection Services**

- i. Consultant must provide weekly construction inspection to verify materials and installations conform to construction documents; prepare daily inspection reports documenting Contractor construction activities and progress during field inspection visits; and perform intermittent erosion control inspections. Consultant assumes 2 inspectors full time 40 hrs. per week for (9) nine months. Consultant assumes 380 hrs. of overtime for project duration.

b. Task 4.2 Project Closeout

- i. Consultant must compile non-conformance list prior to Substantial Completion; schedule and conduct Substantial Completion inspection; prepare Substantial Completion punch list generated from Substantial Completion inspection; track items on punch list and note completed items; and complete and distribute Substantial Completion certificates.
- ii. Consultant must schedule and conduct Final Completion inspection; and complete and distribute Final Completion certificates.
- iii. Consultant must provide all documents in an electronic version that matches the City's filing system, so it can be imported into City's files.
- iv. Consultant must participate in a meeting with City staff and Designer to review request for information log to discuss lessons learned during the course of construction.

5. MATERIALS TESTING**a. Task 5.1 Quality Assurance (QA) Test Program**

- i. Consultant must coordinate with Contractor's testing representative to obtain required QA tests and sample; complete sampling and compaction testing of subgrade (including lime-stabilized subgrade base), aggregate base and asphalt concrete materials in new asphalt concrete pavement areas; complete sampling and compaction testing of subgrade, aggregate base (where required) and concrete for new curbs, gutters, sidewalks and concrete pavement and structures; and complete sampling and compaction testing of backfill for new irrigation, sewer, water, storm drain pipe, and dry utilities.

6. RECORD DRAWINGS**a. Task 6.1 Record Drawings**

- i. Review and monitor Contractor's weekly updates on red-line drawing set.

ASSUMPTION, CLARIFICATIONS, AND EXCLUSIONS

1. Application fees for City reviews and permits will be paid by CITY.
2. The Owner's Allowance will only be utilized with prior written approval from the City representative.

EXHIBIT B
FEE SCHEDULE



EXHIBIT "B" Amendment 1
CONSTRUCTION MANAGEMENT
SCOPE OF SERVICES
FEE SCHEDULE
WA2205.451
CITY OF CHANDLER WATERMAIN REPLACEMENT
(NOT TO EXCEED FEE)

Task	Description	Cost
3	CONSTRUCTION MANAGEMENT	
3.1	Weekly Construction Meetings	\$ 94,080.00
3.2	CPM Schedule	\$ 9,600.00
3.3	Requests for Information (RFI's)	\$ 23,895.00
3.4	Shop Drawing Submittals	\$ 24,040.00
3.5	Requests for Proposal (RFP)	\$ 16,535.00
3.6	Field Directives (FD's)	\$ 20,440.00
3.7	Contractor Payment Applications	\$ 17,040.00
3.8	Field Coordination for Private Property Waterline Installations	\$ 28,095.00
SUBTOTAL TASK 2:		\$ 233,725.00
4	CONSTRUCTION INSPECTION	
4.1	Inspection Services	\$ 528,327.50
4.2	Project Closeout	\$ 41,800.00
SUBTOTAL TASK 3:		\$ 570,127.50
5	MATERIALS TESTING	
5.1	QA Test Program (See below under subconsultant)	\$ -
SUBTOTAL TASK 4:		\$ -
6	RECORD DRAWINGS	
6.1	Record Drawings	\$ 13,950.00
SUBTOTAL TASK 5:		\$ 13,950.00
SUBCONSULTANTS		
J2 Landscape Arcitech (Allowance)		\$ 7,500.00
ACS (QA Test Program) (Allowance)		\$ 7,500.00
		\$ -
		\$ -
SUBTOTAL SUBCONSULTANTS:		\$ 15,000.00

ALLOWANCES	
Direct Expense Allowance	\$ -
Owner's Allowance	\$ 30,000.00
SUBTOTAL ALLOWANCES:	\$ 30,000.00
PROJECT TOTAL: \$ 862,802.50	



Exhibit C Phase 1

Dibble CM Staff Hours and Fee By Task											
	Billing Rate	\$ 240.00	\$ 185.00	\$ 170.00	\$ 152.00	\$ 228.00	\$ 141.50	\$ 212.25	\$ 110.00		
	Task	Sr. Resident Engineer	Construction Manager	Project Engineer	Senior Construction Inspector	Senior Construction Inspector Overtime	Construction Inspector	Construction Inspector Overtime	Administrative Assistant	Total Task Hours	Total Task Fee
	Construction Management										
	Weekly meetings	160	98	195					40	493	\$ 94,080.00
	CPM schedule reviews	18	12	18						48	\$ 9,600.00
	Pay Apps	18	12	54					12	96	\$ 17,040.00
	Request for Information reviews	40	15	60					12	127	\$ 23,895.00
	Shop drawings/submittals reviews	50	12	50					12	124	\$ 24,040.00
	Request for Proposals (RFP)	24	7	48					12	91	\$ 16,535.00
	Field Coordination	35	35	70					12	152	\$ 28,095.00
	Field Directives (FD)	35	12	50					12	109	\$ 20,440.00
	Inspection Services										
	Construction Inspections				1525	230	1500	150		3,405	\$ 528,327.50
											\$ -
											\$ -
	Close Out										
	Pre-Final Inspection and Punch List	30	10	30						70	\$ 14,150.00
	Final Inspection	15	10	15						40	\$ 8,000.00
	Record drawings/review contractor final redline drawings	25	20	25						70	\$ 13,950.00
	Closeout Documents	25	10	50					30	115	\$ 19,650.00
	Sub-Contractors										
	ACS Allowance										\$ 7,500.00
	J2 Allowance										\$ 7,500.00
											\$ -
											\$ -
											\$ -
	Total Hours	475	253	665	1525	230	1500	150	142	4,940	
	Total Fee	\$ 114,000.00	\$ 46,805.00	\$ 113,050.00	\$ 231,800.00	\$ 52,440.00	\$ 212,250.00	\$ 31,837.50	\$ 15,620.00		\$ 832,802.50

Fee Summary	
Resident Engineer - Roger Teske	\$ 114,000.00
Construction Manager - Marc Stern	\$ 46,805.00
Project Engineer - Julia Cruz	\$ 113,050.00
Inspectors Peter Carpentieri/Saige Born	\$ 528,327.50
Administrative Assistant Jennifer Drury	\$ 15,620.00
Sub-Contractors	\$ 15,000.00
Owner Allowance	\$ 30,000.00
Total	\$ 862,802.50

- This is a time and materials proposal based on the current scope of work and schedule.
- Prices are all-inclusive. There are no additional charges for mileage or other incidental expenses.
- Proposal is for construction administration and inspection services based on CMAR schedule