



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

**DR. A.J. CHANDLER PARK RENOVATION PHASE 1
PROJECT NO. CA2402.451**

Council Date: December 11, 2025

THIS AMENDMENT NO. 1 ("Amendment No. 1") to the professional services agreement dated June 17, 2025, (the "Agreement") is made by and between the City of Chandler, an Arizona municipal corporation, ("City") and Dibble CM, LLC, a Delaware corporation, ("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 Dr. A.J. Chandler Park Renovation Phase 1 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 370 calendar days for a revised total of 640 calendar days.

SECTION III – PAYMENT OF COMPENSATION AND FEES

The consultant fees are increased by \$620,140 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 \$679,980.

SECTION IV – CONFLICT AMONG DOCUMENTS

The Agreement, this Amendment No. 1, 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 1, the instrument in the following order prevails and controls: (1) this Amendment 1; (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 November 18, 2025
Signature Date

RECOMMENDED BY:

KC Brandon
Print Name

Daniel Haskins November 18, 2025
Daniel Haskins, P.E.
CIP City Engineer

president
Title

APPROVED AS TO FORM:

kcbrandon@dibblecm.com
Signer Email Address

City Attorney *JMB*

ATTEST:

City Clerk Seal

AMENDMENT NO. 1 (cont.)
PROJECT: DR. A.J. CHANDLER PARK RENOVATION PHASE 1
PROJECT NO.: CA2402.451

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

Amendment authorized by Owner name: Kim Moyers / Lauren Koll / Mickey Ohland Date: 11/3/2025		
Consultant Contact Name: KC Brandon email: kcbrandon@dibblecom.com		
Original Agreement amount:	\$59,840	
Previous Amendment(s) total:	\$0	
Last Agreement amount approved by Council:	N/A	
This Amendment:	\$620,140	
This Amendment + previous Amendment(s) not approved by Council total:	\$620,140	
Revised Agreement total:	\$679,980	
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:	6/17/2025	
Agreement time prior to this Amendment (including previous amendments):	<u>270</u> Calendar Days	
Net change resulting from this Amendment:	<u>370</u> Calendar Days	
Revised Agreement time (including this Amendment):	<u>640</u> Calendar Days	
Council Approval (if applicable)		
Council Approval Date: 12/11/2025		

cc: Project Manager, Consultant, Owner, File

EXHIBIT A

SCOPE OF WORK

DIBBLECM

October 30, 2025

City of Chandler

Attn: Mr. Scott Riter
Construction Project Manager
Public Works and Utilities Department

Re: Project No. CA2402.451 Amendment 1
Dr. AJ Chandler Park
Construction Management and Inspection Services Proposal

Dear Mr. Riter,

Dibble CM is pleased to submit our construction management and inspection services proposal (Amendment 1) for this project. This proposal is based on the overall project duration provided by the CMAR contractor. This Amendment 1 agreement adds an additional 370 Calendar Days. Following is a summary of the services we will provide:

Construction Administration Activities

- Monitor job progress and document quantities of work completed.
- Review the contractor's pay requests and make recommendations to the city.
- Monitor the Contractor's progress in relation to the approved project schedule. Notify the Contractor and City of any deviations from the approved schedule which may cause a delay to the scheduled completion date. Request schedule recovery plans and revised schedules when needed, to show progress in conformance with contract requirements. Review and provide comments to schedule updates submitted by the Contractor.
- Evaluate Contractor requests for extra cost work, or construction contract time extensions and make recommendations to the City regarding approval or rejection. Prepare Contract Contingency and Allowance approval documents for processing and final summary based on approved requests.
- Conduct progress meetings to review the current schedule and work progress and to facilitate resolution of construction issues. Prepare minutes of the meetings and distribute to the attendees and project stakeholders.
- Maintain files and documentation of all information related to the project including correspondence, submittals, RFIs, inspection reports, test reports, pay applications, progress schedules, meeting minutes, field directives, and job photos.
- Review, provide comments and coordinate with City and Engineer for submittal and RFI responses.
- Provide responses for non-critical Submittals and RFIs.
- Utilize Project Site software for document control including all RFIs, Submittals, Daily Reports, etc.
- Assist with utility coordination.
- Provide public outreach by utilizing MakPro as a subcontractor.

DIBBLECM

Construction Inspection Activities

- Provide construction inspection and observe contractor's work.
- Measure and document pay quantities.
- Monitor Contractor's Quality Control field testing, review materials test reports, and notify the Contractor of deficiencies in the work as indicated in the tests and reports.
- Coordinate QA testing of the Contractor's work as required with the City's Quality Assurance material testing firm.
- Observe and document unforeseen conditions, changed conditions, and extra work activities performed by the contractor.
- Review contractor's red-line as-built drawings on a weekly basis.

Project Close-Out Activities

- Schedule and conduct a pre-final walk-through with the Contractor and Engineer and prepare a punch list for the Contractor's use prior to the final project walk-through.
- Conduct a final project walk-through with the Contractor, Engineer, and Owner when appropriate.
- Review Contractor request for final payment, verify final quantities, and make recommendation to the Owner for final payment.
- Review Contractor red line drawings and coordinate with Engineer for as-built drawings.

Dibble CM appreciates this opportunity. Please let me know if you have any questions or comments regarding this proposal.

Respectfully,

Marc Stern

Marc Stern
Construction Manager
Dibble CM

EXHIBIT "A" Amendment 1

CONSTRUCTION MANAGEMENT

SCOPE OF SERVICES

CA2402.451

Dr. AJ Chandler Park

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 (52) fifty two 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 (12) twelve 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 (40) forty 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 (80) eighty 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 (15) fifteen 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 (15) fifteen 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 (12) twelve payment applications, with (2) two reviews each.

H. Task 3.8 Field Coordination

- i. Consultant to assist in coordinating utility connections.
- ii. Maintain communication and act as a liaison with contractor, 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 1 inspector full time 40 hrs. per week for (12) twelve months. Consultant assumes 300 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.

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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
CA2402.451
DR. AJ CHANDLER PARK
(NOT TO EXCEED FEE)

Task	Description	Cost
3	CONSTRUCTION MANAGEMENT	
3.1	Weekly Construction Meetings	\$ 56,160.00
3.2	CPM Schedule	\$ 4,320.00
3.3	Requests for Information (RFI's)	\$ 35,800.00
3.4	Shop Drawing Submittals	\$ 44,750.00
3.5	Requests for Proposal (RFP)	\$ 5,400.00
3.6	Field Directives (FD's)	\$ 5,400.00
3.7	Contractor Payment Applications	\$ 12,840.00
3.8	Utility Coordination	\$ 7,200.00
SUBTOTAL TASK 2:		\$ 171,870.00
4	CONSTRUCTION INSPECTION	
4.1	Inspection Services	\$ 394,680.00
4.2	Project Closeout	\$ 25,200.00
SUBTOTAL TASK 3:		\$ 419,880.00
5	MATERIALS TESTING	
5.1	QA Test Program (If needed this will be billed to the Owners allowance)	\$ -
SUBTOTAL TASK 4:		\$ -
6	RECORD DRAWINGS	
6.1	Record Drawings	\$ 9,690.00
SUBTOTAL TASK 5:		\$ 9,690.00
SUBCONSULTANTS		
MakPro		\$ 18,700.00
		\$ -
		\$ -
		\$ -
SUBTOTAL SUBCONSULTANTS:		\$ 18,700.00

ALLOWANCES	
Direct Expense Allowance	\$ -
Owner's Allowance	\$ -
SUBTOTAL ALLOWANCES:	\$ -
PROJECT TOTAL: \$ 620,140.00	

EXHIBIT "B.1"
Staff Hours and Fee Proposal



Dr. AJ Chandler Park Exhibit B.1

Dibble CM Staff Hours and Fee By Task									
	Billing Rate	\$ -	\$ 185.00	\$ 175.00	\$ 156.00	\$ 234.00	\$ -	\$ -	
Task	Resident Engineer	Senior Construction Manager	Project Engineer	Senior Construction Inspector	Senior Inspector Overtime			Total Task Hours	Total Task Fee
Construction Management									
Attend all weekly meetings, site meetings, stakeholder meetings.		156	156					312	\$ 56,160.00
CPM schedule reviews		12	12					24	\$ 4,320.00
CMAR pay app review		24	48					72	\$ 12,840.00
Request for Information reviews		80	120					200	\$ 35,800.00
Shop drawings/submittals reviews		100	150					250	\$ 44,750.00
RFPs and FDs		30	30					60	\$ 10,800.00
Utility coordination		20	20					40	\$ 7,200.00
Inspections									
Full time 40 hours per week x 52 weeks				2080				2,080	\$ 324,480.00
Overtime					300				\$ 70,200.00
									\$ -
Close Out									
Pre-Final Inspection and Punch List		20	20					40	\$ 7,200.00
Final Inspection		10	10					20	\$ 3,600.00
Record drawings/review contractor final redline drawings		24	30					54	\$ 9,690.00
Closeout Documents		40	40					80	\$ 14,400.00
Sub-Contractors									
MakPro									\$ 18,700.00
									\$ -
									\$ -
									\$ -
									\$ -
Total Hours		516	636	2080	300			3,232	
Total Fee	\$ -	\$ 95,460.00	\$ 111,300.00	\$ 324,480.00	\$ 70,200.00	\$ -	\$ -		\$ 620,140.00

Fee Summary	
Resident Engineer	\$ -
Senior Construction Manager - Marc Stern	\$ 95,460.00
Project Engineer - Julia Cruz	\$ 111,300.00
Senior Inspector - Jason Woodbury	\$ 394,680.00
Sub-Contractors - MakPro	\$ 18,700.00
Owner Allowance	\$ -
Total	\$ 620,140.00

- 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 12 months of construction management and inspection services with a proposed NTP in January, 2026 for construction start.

EXHIBIT "C"
SUBCONSULTANT DOCUMENTS WITH CONSULTANT

Any subconsultant assumptions, clarifications, exclusions, terms & conditions, signature blocks, etc. included are strictly between the Consultant and their subconsultants, and do not apply to the Agreement between the Consultant and the City.



MakPro Services, LLC
2036 N. Gentry • Mesa, AZ 85213

Office: 480-890-1927
Email: teresa@makprosvc.com

October 29, 2025

Mr. Marc Stern
Dibble Engineering
3020 E. Camelback Rd., Suite 201
Phoenix, AZ 85016

Dear Marc:

MakPro Services, LLC (MakPro) is pleased to provide the following scope and cost estimate for public outreach services during construction for the City of Chandler's Dr. AJ Chandler Park Improvements (CA2402.451). Construction is scheduled to begin in early 2026 and be complete in December 2026, approximately one year. Public outreach is an important element in projects such as this, that take place in Chandler's downtown and require close communication with downtown businesses. MakPro has a long history of working in Chandler's downtown, and many times, this small link is all that is needed to help a project run more smoothly.

There are a variety of public outreach tools which can be used to establish appropriate communication with the effected stakeholders of a project. The services included in this scope and fee are based on my experience with the City of Chandler and Downtown Chandler on previous projects. This estimate is based on an estimated 1-year construction schedule. In addition, the public outreach services have been categorized into tasks; however, adjusting one task may require adjustment of other tasks as there are economies of scale and efficiencies embedded in the cost estimate.

Please take a moment to review this scope and cost estimate and if I've missed or misunderstood any of the project characteristics, or if you'd like to customize this proposal in some other way, please let me know.

Task 1: Pre-Construction and Project Progress Meetings, and Team Communication

MakPro will prepare for and attend the pre-construction meeting and weekly progress meetings during construction (1 year ~ 52 meetings), as well as participate in ongoing team communications throughout the project.

Task 2: Construction Notice & Stakeholder Communications

Prior to start of construction, MakPro shall develop, print, coordinate and mail one printed pre-construction notice to project area stakeholders, and property owners directly adjacent to the work area. In addition, MakPro will coordinate with businesses more directly impacted by the work, and attend, as needed, DCCP Merchant Meetings to provide information on the project.

Mr. Marc Stern, Dibble Construction Management
Public Outreach Services – Dr. AJ Chandler Park Improvements (CA2402.451)

October 29, 2025

Task 3: Project Communications

- *Project Webpage:* MakPro shall maintain a project webpage on ChandlerAz.gov for the project, which is capable of multilingual information, and will include information related to the project construction schedule and how to contact the project team. The site will be updated with any new information on a regular basis.
- *Project E-Updates:* MakPro shall prepare regular email updates, approximately every 2-3 weeks or to convey significant project milestones, with upcoming construction schedule information, which will be shared with the DCCP, and we'll also maintain a distribution list of those interested in the project.
- *Hotline:* MakPro shall maintain a 24-hour bilingual project hotline to respond to inquiries or complaints, maintain a call log and coordinate with the project team to respond to calls.

Provided below are the estimated hours for each task, as well as printing and postage costs:

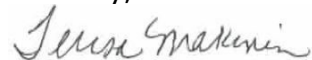
Activity	Principal Hrs (\$120/hr)	Associate Hrs (\$100/hr)	Total
Public Outreach Services			
Task 1: Pre-construction & Progress Meetings	40	12	\$6,000
Task 2: Construction Notice & Stakeholder Communications	25	15	\$4,500
Task 3: Project Communications (Hotline: 13 mos @ \$300/mo)	20	10	\$3,400 \$3,900
Sub Total	85	37	\$17,800
Printing/Distribution Cost (1 mailing at approx. 300 pieces each)			\$900
Grand Total			\$18,700

The total cost for public outreach services as identified above **based on a 1-year project schedule should not exceed \$18,700.00**. This cost estimate assumes a labor rate of \$120/hour for principal and \$100/hour for associate hours. The project hotline is billed at \$300/mo for availability 24/7, and scheduled progress meetings are assumed to be virtual, and have a one-hour minimum. Also, this estimate incorporates efficiencies from one task/activity to another, so removal of an activity may require an adjustment of hours in other activities.

This proposal assumes any displays, exhibits, engineering designs or details, required for public meetings or information will be provided by the owner, construction manager, or contractor. MakPro is not responsible for documenting existing property conditions, project signage, traffic signage, or distribution of direct door hanger notifications which may be required to accommodate the contractor's work (e.g., water service disruptions). Changes of substance to this proposal during the project may affect the final cost.

Thank you for the opportunity to work with you and the City of Chandler on this project. Should you have questions or need additional information related to this proposal, please feel free to contact me at (480) 890-1927.

Sincerely,



Teresa Makinen