

AMENDMENT NO. 1
PROFESSIONAL SERVICES AGREEMENT FOR
(GENERAL ENGINEERING CONSULTANT SERVICES, Contract No. C20-0380)

This Amendment No. 1 (“Amendment”) to the Professional Services Agreement (“Agreement”) is made this _____ day of _____, 2022, (“Effective Date”), by and between the City of Glendale, an Arizona municipal corporation (“City”) and _____, Dibble & Associates Consulting Engineers, Inc., dba Dibble Engineering and Arizona corporation authorized to do business in Arizona (“Contractor”).

RECITALS

- A. City and Dibble Engineering (“Contractor”) previously entered into Professional Services Agreement for General Engineering Consultant Services, Contract No. C20-0380, dated July 1, 2020 (“Agreement”); and
- B. The Agreement with an initial three-year term beginning July 1, 2020 through June 30, 2023; and
- C. The City desires to continue services for the remaining projects needing completion under the Glendale Onboard Transportation Program for the initial three-year period; 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 and shall expire on June 30, 2023.
- 3. **Scope of Work.** Exhibit A of the Agreement is replaced in its entirety with the project description attached to this amendment as Exhibit 1; Exhibit B of the Agreement is replaced in its entirety with the scope of work attached to this Amendment as Exhibit 2; Exhibit C of the Agreement is replaced in its entirety with the scope of work attached to this Amendment as Exhibit 3; Exhibit D of the Agreement is replaced in its entirety with the scope of work attached to this Amendment as Exhibit 4.

4. **Compensation.** The compensation of this Agreement is amended to add the original compensation, which was a not-to-exceed amount of \$805,000, to an additional \$500,000 for the three-year term beginning July 1, 2022 through June 30, 2023. Therefore, Section 4.1 of the Agreement is amended to read the following:

4.1 Compensation. Consultant's compensation for the Project, including those furnished by its Subconsultants will not exceed one million three hundred five thousand dollars (\$1,305,000) for full completion of all work required by the project (including any and all extensions).
5. **Insurance Certificate.** Current certificate will expire on November 1, 2022 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.** To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from 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


By: Susan Detwiler
Its: Chief Operating Officer

EXHIBIT 1

Professional Services Agreement

PROJECT

Pursuant to the City Transportation Department's 2019 RFP for General Engineering Services ("RFP"), Dibble Engineering has been selected by a competitive process to be the General Engineering Consultant ("Consultant"). In this role Consultant will provide general engineering services as directed by the City on an as needed basis to serve transportation needs including the implementation of the Glendale Onboard (GO) Transportation Program, planning, coordination, public involvement, design concept reports, review of final design plans completed by other consultant, right-of-way acquisition, financial planning, traffic studies, feasibility studies, site designs, grant applications, agency coordination, and right-of-way services. These services are planned to begin on July 1, 2020 and terminate on June 30, 2023.

The purpose of the GO Transportation Program is to relieve congestion, mitigate safety issues, and accommodate future multimodal traffic needs as identified in the Glendale Transportation Plan. As directed by the City, Consultant will serve as an extension of City staff and will represent the City in fulfilling this purpose while interacting with Glendale citizens, business owners, agencies, and stakeholders either directly or indirectly involved.

EXHIBIT 2

Professional Services Agreement

SCOPE OF WORK

Pursuant to the RFP and the attached Description of Services and Scope of Work.



Glendale

A R I Z O N A

Description of Services Scope of Work, Contract Contacts

**CITY OF GLENDALE
GENERAL ENGINEERING SERVICES
GLENDALE TRANSPORTATION DEPARTMENT**

**Fiscal Years 2023
July 1, 2022 through June 30, 2023**

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CITY OF GLENDALE
Description of Services, Scope of Work, Contract Contacts
GENERAL ENGINEERING SERVICES FOR
TRANSPORTATION DEPARTMENT

INTRODUCTION

This Description of Services and Scope of Work is for a multiple year contract to provide general engineering consulting services for the city of Glendale Transportation Department. Dibble Engineering will be the prime consultant providing support to the Glendale Onboard Transportation Program. Dibble Engineering will be assisted by a team of sub-consultants who are listed herein under Section I. A basic description and services and the specific scope of work are herein defined. The scope of work task is divided into five task categories which are: Task 1 Program Support, Task 2 Financial Analysis and Cost Estimating, Task 3 Design Concept, Preliminary Design and Project Evaluation, Task 4 Agency Coordination, and Task 5 Right-of-Way Services. Various subtasks are listed under each main task.

SECTION I – DESCRIPTION OF SERVICES

This is a Scope of Work for Dibble Engineering (Dibble), as the General Engineering Consultant (GEC) for the City of Glendale’s Transportation Department (Department), to provide General Engineering Services to the Department that originally started on July 1, 2020, as was authorized to end on June 30, 2023 (total of 3 years) with the option to extend the contract another 2 years. The contract will now end June 30, 2023. Additionally, the Department has decided to allocate additional spending authority to the original and extended contract to provide for the work anticipated to be needed for the Glendale Onboard Transportation Program (Glendale GO).

The following is a list of general engineering task categories typically needed by the City Transportation Department through this contract:

1. Planning and evaluating related transportation programs, projects, cost analysis, modeling and statistical evaluations, transportation operations, and environmental regulatory compliance.
2. Standard transportation analysis and calculations.
3. Routine activities including transportation studies, design, and construction cost projections.
4. Document preparation including permit applications and modifications; design reports and feasibility studies; cost estimates; construction plans, specifications and bid documents; and environmental plans.
5. Meetings and presentations, including attendance and/or representation of the City at various public and governmental agency meetings.
6. Regulatory agency interaction and liaison requiring robust knowledge of federal, state, and local agency policies, guidelines and regulations.
7. Assistance in developing guides and program in support of the Departments responsibilities.

These generalized services have been sub-divided into five categories of tasks in the scope of work in Section II. These tasks are also further refined and defined with sub-tasks.

Dibble, as assisted by its sub-consultant team of Elliot D. Pollack and Company, MakPro, Tierra Right-of-Way, Logan Simpson, CR Engineers, Greenlight Traffic Engineering, and Kimley-Horn will deliver all tasked services as requested and authorized by the City.

SECTION II - SCOPE OF WORK

Dibble and its team will work closely with the City during the completion of transportation projects and coordinate with City Contract Manager or Project Managers and assigned staff to meet project deadlines. The City can utilize the services of Dibble and its team for programming, initial design concepts, traffic analysis, and cost estimating. This includes developing and making presentations, conducting public meetings and other related public

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involvement activities. The City reserves the right to delete any services not required and to initiate additional procurement action for any of the services included in this initial procurement if advantageous for the City to do so.

The following information is a general description of the scope of work that the Consultant will be required to perform. The services listed in this scope of work may include, but are not limited to, the following:

The minimum professional services required to be maintained throughout this contract is as follows:

- a. Civil and Environmental
- b. Geotechnical
- c. Survey
- d. Drainage
- e. Transportation Engineering
- f. Traffic Engineering
- g. Utility Relocation
- h. Financial Analysis
- i. Graphics
- j. Right-of-way
- k. Public Involvement

The City maintains the right to add or subtract from this list as necessary.

Specific Dibble Engineering GEC efforts are outlined under the following work tasks:

Task One: Program Support.

This task includes support of the ongoing Glendale Onboard (GO) program. Subtasks under this category include:

1.1 Communication and Support: This subtask includes communication with City staff and others. It includes regularly scheduled contract and project meetings between Dibble's Project Manager with the Contract Manager or Project Managers. Dibble will prepare an Agenda and Contract Status report for each of these meetings.

1.2 Coordination with City Staff: This subtask will be ongoing to communicate and coordinate with City staff and others throughout the life of this contract. This work is necessary for Dibble to receive input and direction, answer questions, report of progress, conduct research, review documents/reports, attend meeting and all other related activities that are necessary for effective ongoing communications and coordination. Dibble is to always be readily available Monday through Friday during normal business hours to do this work. This includes working directly with City Staff in their offices.

1.3 Coordination with Citizens and Agencies: This subtask will be for Dibble to coordinate and communicate with citizens, outside agencies, property owners, businesses, design engineers, contractor and utility providers and others related to the tasks and duties of this contract.

1.4 Preparation of Presentation Materials: If requested to do so Dibble is to develop and deliver presentation materials for the City. This will include the development of flyers, display boards, banners, or PowerPoints. This can also include attending meetings or participating in events (after hours or on weekends) and preparing meeting and event agendas, materials, and summaries.

1.5 Presentation to CTOC: This subtask will be for Dibble, when requested to do, develop, and make periodic presentations to the Citizens Transportation Oversight Commission (CTOC). This can also include preparation of reports and graphics for staff in support of the CTOC. Dibble annual involvement is not anticipated to be over two meetings per contract period.

1.6 Records and Payments: Dibble will maintain records of work and provide a monthly report of work activities and budget status. Also, itemized lists of expenditures will be submitted monthly to the Contract Manager or Project Manager for review, approval, and payment.

The City reserves the right to add additional subtasks under this task as needed.

Task Two: Financial Analysis and Cost Estimating.

This task includes various financial services on an as-needed basis over the period of the contract in support of the GO program. Subtasks under this category include:

2.1 Prepare Annual GO Program Financial Forecast and Present to CTOC: Dibble as assisted by Elliott D Pollack and Company will prepare updates and revision to the program's *Financial Update- Financial Factors and Projects* located in Appendix B of the Annual Program of Projects report. This includes the review and revision of various revenue and funding projections, update of forecasts to inflation rates and debt financing costs (interest rates, bonding costs, etc.), bonding strategies, and cash flow analysis of program income and expenditures. Development of sales tax projection based on the new MAG socio-economic projection and current trends might also be done. If requested Dibble and EDP will present this information to the CTOC.

2.2 Prepare Cost Estimates: Dibble will prepare cost estimates of current and possible future projects, as requested, and assigned, to assist City staff in planning and budgeting. Cost estimates will use similar, recently completed projects and Dibble's extensive experience to estimate the current construction costs for the assigned project.

2.3 Provide Assistance in Grant Preparation: Dibble is to assist in the preparation of applications for the funding from the identified grant programs such as HSIP, CMAQ, SSRTS, NOFO, and RSA programs. This includes attending meetings and training on behalf of the City and being available to answer questions and requests for additional information from ADOT, MAG or the jurisdiction responsible for that grant program.

2.4 Identify and Pursue Additional Grants: Dibble will assist City staff in the identification and pursuit of additional grant fund opportunities as requested by the City. This includes researching and preparing draft or final grant applications and coordinating with involved parties such the County, State and Federal officials responsible for those funding allocations of those grant programs.

2.5 Develop Operation and Maintenance Cost Estimates: Dibble will develop and provide detailed cost estimates of anticipated annual operation and maintenance (O & M) costs for projects assigned. Past O & M costs will be used as the basis for future cost, adjusting these costs for inflation and any identified additional costs. This will include providing cost estimates of O & M for new projects.

The City reserves the right to add additional subtasks under this task as needed.

Task Three: Design Concepts, Preliminary Design, and Project Evaluation.

This task includes developing concepts, performing studies and plan updates. Subtasks under this category will include:

3.1 Assist in Developing and Implement DCR's: Dibble will assist City staff in the development and implementation of project Design Concept Reports (DCR) including preparation of conceptual plans and detailed cost estimates.

3.2 Development and Coordination of Feasibility Studies: Dibble will coordinate with past feasibility studies and update them or develop new feasibility studies as requested to do so.

3.3 Develop Detailed Scopes of Work. Dibble will assist City staff in developing detailed scopes of work for assigned project as they go from conceptual phase to implementation or design phase. This includes reevaluating and updating previously scoped projects to account for changes.

3.4 Oversight and Coordination of Ongoing or New Programs. Dibble will assist in the oversight and coordination of ongoing transportation capital projects either directly with the City or through ADOT Local Public Agency (LPA) program for design and construction. Other additional responsibilities for services to be provided under this task may include review engineering plans prepared by others for transportation projects, develop and review the transportation aspects of site plans as needed, involvement in Grand Avenue projects and involvement in transit projects.

3.5 Perform Traffic Studies: Dibble will perform and evaluate traffic studies for new projects to address operational concerns as requested. These studies will evaluate and make recommendations for potential improvement to resolve or mitigate those issues and concerns.

The City reserves the right to add additional subtasks under this task as needed.

Task Four: Agency Coordination.

This task includes coordination with other agencies. Tasks under this category include assisting City staff in coordinating with public agencies on various new and ongoing tasks and projects including preparation of meeting agendas, meeting minutes, follow up on tasks assigned at regular team meetings, review of plans, reports, estimates and other related documents. In this regard Dibble is to provide timely and meaningful content comments and recommendations if warranted. Additionally, this task may include estimating costs for proposed projects, preparation of technical documents and reports that provide critical evaluation of those projects.

4.1 Maricopa County Department of Transportation (MCDOT) Coordination: Dibble will continue ongoing coordination with MCDOT on the development and implementation of Northern Parkway projects. This will include assisting in scoping future phases, attending project meetings as requested, review progress plans, develop and submit comments on items reviewed, assist other Glendale Departments in the review of plans and follow up on comment resolution with MCDOT on Glendale related comments. This subtask may also involve coordination with the City of Peoria, City of El Mirage, Maricopa County Flood Control District, MAG, ADOT and other agencies, consultants or groups involved in the Northern Parkway Projects.

4.2 Arizona Department of Transportation (ADOT) Coordination: Dibble will assist City staff in coordinating and communicating with ADOT with regards to Glendale projects and issues related to Grand Avenue (US 60), Loop 101, or Loop 303. This includes assisting in the development and implementation of agreements, right-of-way disposal plans, operational mitigations, and mitigations to address maintenance issues. This may also involve helping Glendale with COMPASS follow up or development of other future projects.

4.3 Maricopa Association of Governments (MAG) Coordination. Dibble will assist in the ongoing coordination with MAG on Proposition 500 including helping the City advocate for funding of Glendale or Glendale related important regional projects. This includes helping in efforts to renew the County wide half-cent sales tax.

The City reserves the right to add additional agency coordination's subtasks as needed.

Task Five: Right-of-Way Services: Dibble as assisted by Tierra Right of Way will provide support services towards right-of-way and easement acquisition for transportation projects as needed. This will include utility easements, temporary construction easements, and landscape maintenance agreements. As applicable such services are to be in accordance with the terms and requirements of the Federal Uniform Relocating Assistance and Real Property Acquisition Policies Act of 1970 as amended and any applicable Arizona State Law.

5.1 Right-of-Way Services: Services to be provided under this subtask include: assess site plan options for whole and partial takes, development of legal descriptions, survey (as needed), if applicable environmental site assessments (Phase I and II), appraisals, purchase and sales agreements, making offers, closing with title companies, relocation of residents and businesses, development of remediation plans, remediation action, demolition of structures and transfer of land to other agencies and sale of remnant parcels

The City reserves the right to add additional subtasks under this task as needed.

SUPPLEMENTAL SERVICE: The City may add the following or new supplemental service tasks to this scope in support of other task work or separate work on an as needed basis.

Supplemental Task 6: Design Concept Reports:

TRANSPORTATION GENERAL ENGINEERING SERVICES
Fiscal Years 2023

These supplemental service subtasks will be provided by Dibble on a as-needed basis when authorized by the City Contract Manager or Project Manager. Supplement services include Design Concept Reports (DCR) on projects selected by the City of Glendale.

6.1 Intersection Projects: Dibble will prepare DCRs for at least 2 intersection improvement projects at locations in the City of Glendale to be identified by City staff.

6.2 Safety Projects: Dibble will prepare DCRs for at least 2 safety improvement projects at locations in the City of Glendale to be identified by City staff.

6.3 Bike/Pedestrian Projects: Dibble will prepare DCRs for at least 2 bike and/or pedestrian improvement projects at locations in the City of Glendale to be identified by City staff.

6.4 Transit Projects: Dibble will prepare DCRs for at least 2 transit related improvement projects at locations in the City of Glendale to be identified by City staff.

SECTION III – CONTRACT CONTACTS

City of Glendale:

Transportation Planning
6210 West Myrtle Avenue Ste. 112
Glendale, Arizona 85301

Contract Manager or Project Manager: Purab Adabala
PAadabala@GLENDALE.com
623-930-2926

Contract Administration: Marilu Garcia Ramirez
MGarciaRamirez@GLENDALE.com
623-930-2036

Dibble Engineering:

7878 North 16th Street, Suite 300
Phoenix Arizona 85020
602-957-1155
www.dibblecorp.com

Project Principal: Susan Detwiler
susan.detwiler@dibblecorp.com
602-421-0134

Contract Manager and Authorized Signer: Tim Wolfe, PE
Tim.wolfe@dibblecorp.com
602-346-5717

Senior Project Manager: Seth Chalmers, PE (Main Contact)
seth.chalmers@dibblecorp.com
602-363-1854 Mobile

EXHIBIT 3
Professional Services Agreement
SCHEDULE

See attached Schedule.

EXHIBIT 4

Professional Services Agreement

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

The Consultant will be paid on time and material basis according to the attached work hours estimate.

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 \$1,305,000.

DETAILED PROJECT COMPENSATION

See attached spreadsheet for cost estimate.

Billing Rates Per Contract Year:

GLENDALE ONBOARD – GENERAL ENGINEERING SERVICES

DIBBLE ENGINEERING CONTRACT BILLING RATES YEAR-3

For Fiscal Year 2023 – July 1, 2022 thru June 30, 2023

Principal	\$	306.00
Principal Engineer		246.00
Senior Project Manager / Senior Planner		217.00
Project Manager		210.00
Senior Engineer		201.00
QA/QC Manager		204.00
Project Engineer (PE)		179.00
Assistant Project Engineer (EIT)		145.00
Senior Technician		149.00
Technician		123.00
Senior Designer		150.00
Designer		131.00
Land Survey Manager (RLS)		194.00
Land Surveyor (RLS)		169.00
Assistant Land Surveyor (LSIT)		123.00
Survey Technician		107.00
Survey Crew (2-Man, GPS/Robotic)		207.00
GIS Specialist		162.00
Senior Construction Project Manager		190.00
Construction Project Manager / Resident Engineer		179.00
Construction Project Engineer		170.00
Senior Construction Inspector		150.00
Construction Inspector		141.00
Information Technology Director		163.00
Network Administrator		110.00
Marketing Director		170.00
Marketing Specialist		117.00
Senior Administrative Assistant		104.00
Administrative Assistant		90.00

Expenses

Mileage - at current Federal/IRS Reimbursement Rate	\$0.575/mile
Reproduction, Etc.	At Cost
Subconsultants	At Cost

Overtime Rates

Dibble Engineering Authorized	Billing Rate x 1.0
Client Authorized	Billing Rate x 1.5