

CITY CLERK
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C-8974-1
05/24/2016

AMENDMENT NO. 1
PROFESSIONAL SERVICES AGREEMENT
FOR
GENERAL ENGINEERING CONSULTANT SERVICES
(Contract No. C-8974)

This Amendment No. 1 ("Amendment") to the Professional Services Agreement is made this 24 day of May, 2016, ("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 ("Consultant").

RECITALS

- A. The City and Consultant previously entered into Professional Services Agreement for General Engineering Consultant Services, Contract No. C-8974, dated June 10, 2014 ("Agreement"); and
- B. The Agreement an initial two-year term beginning June 10, 2014 through June 9, 2016 and provided the option to extend for an additional two (2) year period; and
- C. The City desires to continue services for remaining projects needing completion under the GO Transportation Program for an additional two year period; and
- D. The City and Consultant 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 in this Amendment and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the City and Consultant 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 extended for a two-year period from June 10, 2016 through June 9, 2018, unless otherwise terminated or canceled as provided by the Agreement.
3. **Project Description; Scope of Work; Summary of Compensation by Task; Schedule of Hourly Rates.** 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 D1 of the Agreement is replaced in its entirety with the new summary of compensation by task attached to this Amendment as Exhibit 3; Exhibit D2 of the Agreement is replaced in its entirety with the new schedule of hourly rates attached to this Amendment as Exhibit 4.

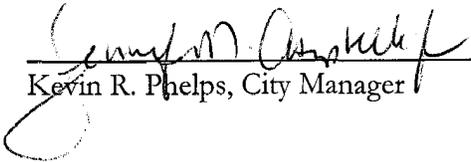
4. **Compensation.** The compensation of this Agreement is amended to add the original compensation, which was a not-to-exceed amount of \$995,000, to an additional \$515,000 for the extended two-year term beginning June 10, 2016 through June 9, 2018. Therefore, Section 4.1 of the Agreement is amended to read the following:

4.1 Compensation. Consultant's compensation for the Project, including those furnished by its Subconsultants will not exceed one million five hundred and ten thousand dollars (\$1,510,000) for full completion of all work required by the Project (including any and all extensions).

5. **Insurance Certificate.** The current certificate of insurance pertaining to general liability will expire on January 27, 2017, and a new certificate applying to the extended term must be provided prior to this date to Materials Management. Consultant will provide new insurance certificates to City in the event any of the expiration of any of the other certificates required under the Agreement.
6. **Non-discrimination.** Consultant 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. Consultant will require any Sub-Consultant to be bound to the same requirements as stated within this section. Consultant, and on behalf of any subconsultants, warrants compliance with this section.
7. **Ratification of Agreement.** City and Consultant agree that except as expressly provided in this Amendment, the provisions of the Agreement remain in full force and effect and that if any provision of this Amendment conflicts with the Agreement, then the provisions of this Amendment prevail.

[Signatures on the following page.]

CITY OF GLENDALE, an Arizona
municipal corporation



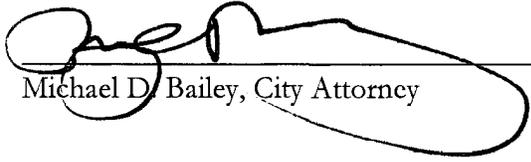
Kevin R. Phelps, City Manager

ATTEST:



Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:



Michael D. Bailey, City Attorney

Dibble & Associates Consulting
Engineers, Inc. dba Dibble Engineering,
an Arizona corporation



By: Kent M. Dibble

Its: President

Exhibit 1
[Project Description]

PROJECT DESCRIPTION

Dibble Engineering, the General Engineering Consultant (GEC) will provide general engineer services needed to implement the Glendale Onboard (GO) Transportation Program including planning, coordination, public involvement, design concept reports, review of final design plans completed by other consultants, right-of-way acquisition, financial planning and site designs relating to right-of-way. These services are planned to begin on July 1, 2016 and terminate June 30, 2018.

The purpose of the GO Transportation Program is to relieve congestion and accommodate future multi-modal traffic needs as identified in the Glendale Transportation Plan. The GEC will serve as an extension of the City staff and represent the city while interacting with Glendale citizens, business owners, agencies, and stakeholders.

Exhibit 2
[Scope of Work]

SCOPE OF WORK

General Engineering Consultant Services
for
Glendale Onboard Transportation Program
FY2016-2018

Prepared for

City of Glendale
Transportation Services

April 12, 2016

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INTRODUCTION

The scope of this work is for a two year contract to provide general engineering consultant services for the City of Glendale. Dibble Engineering will be the prime consultant providing support to the Glendale Onboard Transportation Program. Dibble Engineering will be assisted by the following sub-consultants: Elliot D. Pollack, MakPro, and Tierra Right of Way. Services to be provided as described in the scope of work are divided into five task categories. These five categories include Program Support; Financial Analysis and Cost Estimating; Design Concepts and Preliminary Design and Project Evaluation; Agency Coordination; and Right of Way Services.

BASIC SERVICES

TASKS

1 Program Support

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

1.1 Communication and Support

Bi-weekly coordination meetings with the City Project Manager, the Dibble Project Manager, and other Dibble or City staff as necessary.

1.2 Coordination with City Staff

Ongoing communication and coordination with City staff and others throughout the Glendale Onboard Transportation Program in order to receive input and direction, answer questions, report on progress, attend meetings, and other related activities that are necessary for effective ongoing communication and coordination.

1.3 Coordination with Citizens and Agencies

Coordination with other citizens, outside agencies, property owners, business, design engineers, contractors, utility providers, and others.

1.4 Preparation of Presentation Material

Support services for meetings such as graphic display board preparation, PowerPoint development, and preparation of meeting agendas and meeting summaries are included in this task.

1.5 Presentation to CTOC

Presentation as required at monthly meetings of the Citizens Transportation Oversight Commission (CTOC). (2 Meetings)

1.6 Preparation of Updates and Web Page

Assist in the development of one-page updates for all ongoing GO projects and a web page linked to the City web site giving the public access to the status of all GO project.

1.7 Record and Payments

Maintain records for assigned activities. Prepare monthly invoices and a brief bullet point report summarizing the accomplishments and the work completed. Prepare monthly project budget summaries comparing amount spent compared to available budget.

2 Financial Analysis and Cost Estimating

This task included various financial services on an as-needed basis over the period of the contract in support of the GO Program. Tasks under this category include;

2.1 Prepare Annual GO Program Financial Forecast and Present to CTOC

Preparation of revisions and updates to the program's *Financial Update – Financial Factors and Projections* located in Appendix B of the Annual Program of Projects report. Review and revise various revenue and funding projections, update forecasts to inflation rates and debt financing costs (Interest rates, bonding costs, etc.), bonding strategies, and cash flow analysis of program income and expenditures. Develop sales tax projections based on the new MAG socio-economic projections and current trends. Annual financial presentation to the CTOC committee. Elliott D. Pollack and Company will assist with these services as a sub-consultant to Dibble.

2.2 Prepare Cost Estimates

Prepare cost estimates of current and future projects, as assigned, to assist Glendale staff in planning and budgeting. Cost estimates will use similar, recently completed projects and Dibble's extensive experience to estimate the current construction cost for the assigned project.

2.3 Provide Assistance in Grant Preparation.

Assist in the preparation of applications for funding from the identified grant programs, HSIP, CMAQ, SSRTS and RSA applications.

2.4 Identify and Pursue Additional Grants.

Assist in the identification and pursuit of additional grant funds as directed by the City through the preparation of grant applications and coordination with County, State and Federal officials responsible for the funding allocations.

2.5 Develop Operations and Maintenance Cost Estimates.

Develop detailed cost estimates for the annual O & M of projects assigned. Past O & M costs will be used as the basis for future costs, adjusting these costs for inflation and any identified additional costs. This will also include providing cost estimates of O & M for new projects.

3 Design Concept, Preliminary Design and Project Evaluation

This task include developing concepts, performing studies and plan updates. Tasks under this category include;

3.1 Assist in Developing and Implementing DCR's

Assist Glendale staff in the development and implementation of project Design Concept Reports (DCR) including preparation of detailed cost estimates.

3.2 Development and Coordination of Feasibility Studies.

Coordination of past feasibility studies and development of new feasibility studies.

3.3 Develop Detailed Scopes of Work

Assist in developing detailed scopes of work for assigned projects as they go from the conceptual phase to the design phase.

3.4 Oversight and Coordination of Ongoing Projects

Assist in the oversight and coordination of ongoing projects that are proceeding through ADOT's Local Public Agency (LPA) design process.

3.5 Perform Traffic Studies

Perform and evaluate traffic studies on new projects to address operation concerns and make recommendations of potential improvements that resolve and minimize the identified concerns.

4 Agency Coordination

This task include coordination with other agencies. Tasks under this category include assisting Glendale in coordinating with public agencies on various new and ongoing tasks and projects including preparation of meeting agendas and meeting minutes, follow up on tasks assigned at regular team meetings, review of plans and documents providing comments and

recommendations, estimating costs for upcoming projects, preparation of technical documents and reports to evaluate new proposed projects.

4.1 Maricopa County Department of Transportation (MCDOT) Coordination

- This task will include the following ongoing coordination:
 - i. Northern Parkway
 - 1. Assist in scoping future phases
 - 2. Review of progress plans
 - 3. Assist in right-of-way acquisition
 - 4. Analysis of operation and maintenance responsibilities and costs.
 - ii. Participate in quarterly coordinating meetings and follow-up

4.2 Arizona Department of Transportation (ADOT)

- This task will include the following ongoing coordination:
 - i. Grand Ave
 - 1. Assist in Right-of-Way disposal
 - 2. Assist in COMPASS follow up and future projects
 - ii. Review Olive Ave and Loop 303 railroad crossing studies
 - iii. Finalize Master Maintenance Agreement
 - iv. Participate in quarterly coordination meetings and follow-up.

5 Right-of-Way Services

The task is the support of Glendale staff in the acquisition of right-of-way and easements in accordance with the terms of the Federal Uniform Relocating Assistance and Real Property Acquisition Policies Act of 1970 as amended. Tierra Right-of-way will assist with these tasks as a sub-consultant to Dibble.

5.1 Right-of-Way Services

Tasks under this category include, Assess site plan options for whole and partial takes, obtain title reports, prepare legal descriptions, prepare appraisals, develop review appraisals, develop purchase and sales agreements, negotiate with property owners on behalf of the City and finalize purchase agreements and documents.

SUPPLEMENTAL SERVICES

6 Design Concept Reports

Supplemental services listed in the following section will be provided on an as needed basis when authorized in writing by the City's Project Manager. Supplemental services include design concept reports (DCR) on projects chosen by the City of Glendale

6.1 Intersection Projects

Design Concept Reports will be prepared for up to 2 intersection improvements projects at locations in the City of Glendale as identified by the Transportation staff.

6.2 Safety Projects

Design Concept Reports will be prepared for up to 2 safety projects at locations in the City of Glendale as identified by the Transportation staff.

6.3 Bike/Pedestrian Projects

Design Concept Reports will be prepared for up to 2 bike/pedestrian projects at locations in the City of Glendale as identified by the Transportation staff.

6.4 Transit Projects

Design Concept Reports will be prepared for up to 2 transit projects at locations in the City of Glendale as identified by the Transportation staff.

Exhibit 3
[Summary of Compensation by Task]

**General Engineering Services for Glendale Onboard Program
 Fee Summary for Dibble Engineering
 July 1, 2016 – June 30, 2018**

Base Fee

<u>Task</u>	<u>Estimate Fee</u>
<u>Task 1: Program Support</u>	
1.1 Communication and Support	\$30,000
1.2 Coordination with City staff	\$10,000
1.3 Coordination with citizens and agencies	\$10,000
1.4 Preparation of presentation material	\$5,000
1.5 Presentations to CTOC	\$5,000
1.6 Prepare project updates and web page	\$5,000
1.7 Records and Payments	<u>\$10,000</u>
Subtotal task	\$75,000
<u>Task 2: Financial Analysis and Cost Estimating</u>	
2.1 Prepare annual GO Program financial forecast and present to CTOC	\$50,000
2.2 Prepare cost estimates on projects assigned	\$20,000
2.3 Provide assistance in preparing HSIP, CMAQ ,SRTS and RSA grant applications	\$20,000
2.2 Identify and pursue additional grants	\$10,000
2.5 Develop Operations and Maintenance cost estimates	<u>\$10,000</u>
Subtotal task	\$110,000
<u>Task 3: Design Concepts, Preliminary Design and Project Evaluation</u>	
3.1 Assist in developing and implementing DCRs	\$20,000
3.2 Development and Coordination of feasibility studies	\$20,000
3.3 Develop detailed scopes of work	\$10,000
3.4 Oversight and coordinating of ongoing projects	\$20,000
3.5 Perform traffic studies and analysis	<u>\$30,000</u>
Subtotal task	\$100,000
<u>Task 4: Agency Coordination</u>	
4.1 MCDOT	\$60,000
4.1.1 Northern Parkway	
4.1.1.1 Assist in scoping future phases	
4.1.1.2 Review progress plans	
4.1.1.3 Assist in ROW acquisition	
4.1.1.4 Analysis of O&M Responsibility	
4.1.2 Quarterly Coordination meeting follow-up	
4.2 ADOT	\$40,000
4.2.1 Grand Ave	
4.2.1.1 Assist in ROW disposal	
4.2.1.2 Assist in COMPASS follow up and future projects	
4.2.2 Review Olive Ave and Loop 303 railroad crossing studies	
4.2.3 Finalize Master Maintenance Agreement	
4.2.4 Quarterly Coordination meeting follow-up	
Subtotal task	\$100,000
<u>Task 5 Right-of-Way Services</u>	
5.1 Right-of-way Services	<u>\$40,000</u>
Subtotal Task	\$40,000

Subtotal – Base Fee

\$425,000

**General Engineering Services for Glendale Onboard Program
Fee Summary for Dibble Engineering
July 1, 2016 – June 30, 2018**

Supplemental Fee

<u>Task</u>	<u>Estimate Fee</u>
<u>Task 6: Design Concept Reports</u>	
6.1 Intersection Projects	\$25,000
6.2 Safety Projects	\$25,000
6.3 Bike/Pedestrian Projects	\$25,000
6.4 Transit Projects	\$15,000
Subtotal task	\$100,000
 Subtotal – Supplemental Fee	 \$90,000
 Total Estimate Fee	 \$515,000

Exhibit 4
[Schedule of Hourly Rates]

See Attached.

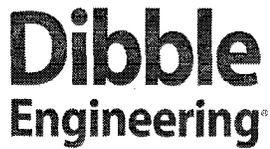


Exhibit D2

GLENDALE ONBOARD – GENERAL ENGINEERING SERVICES

City of Glendale, Arizona Contract No. C-8974-1

CONTRACT BILLING RATES

For July 2016 thru June 2018

Principal	\$	250.00
<u>Principal Engineer</u>		<u>200.00</u>
Senior Project Manager		190.00
<u>Project Manager</u>		<u>180.00</u>
Senior Engineer		170.00
<u>QA/QC Manager</u>		<u>170.00</u>
Project Engineer (PE)		155.00
<u>Assistant Project Engineer (EIT)</u>		<u>125.00</u>
Senior Technician		130.00
<u>Technician</u>		<u>105.00</u>
Senior Designer		130.00
<u>Designer</u>		<u>105.00</u>

Land Survey Manager (RLS)	170.00
<u>Land Surveyor (RLS)</u>	<u>145.00</u>
Assistant Land Surveyor (LSIT)	105.00
<u>Survey Technician</u>	<u>95.00</u>
Survey Crew (2-Man, GPS/Robotic)	170.00

Senior Construction Project Manager	165.00
<u>Construction Project Manager / Resident Engineer</u>	<u>155.00</u>
Construction Project Engineer	145.00
<u>Construction Inspector</u>	<u>125.00</u>

Information Technology Director	125.00
<u>Network Administrator</u>	<u>100.00</u>
Marketing/Business Development Manager	125.00
<u>Marketing Coordinator</u>	<u>85.00</u>
Senior Administrative Assistant	90.00
<u>Administrative Assistant</u>	<u>75.00</u>

Expenses

Mileage - at current Federal/IRS Reimbursement Rate	\$0.56/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