

AMENDMENT NO. ONE
PROFESSIONAL SERVICES AGREEMENT
(Project 192026 - Royal Shadows Drainage, Contract No. C21-0125)

This Amendment No. One (“Amendment”) to the Professional Services Agreement (“Agreement”) is made this _____ day of _____, 2021, (“Effective Date”), by and between the City of Glendale, an Arizona municipal corporation (“City”) and Strand Associates, Inc., a Wisconsin corporation authorized to do business in Arizona (“Contractor”).

RECITALS

- A. City and Strand Associates, Inc. (“Contractor”) previously entered into a Professional Services Agreement, Contract No. C21-0125, dated February 16, 2021 (“Agreement”); and
- B. The City is seeking to expand the scope of services provided under the original Agreement; and
- C. The City is increasing the amount of compensation to be paid under this agreement by \$34,455; 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 February 16, 2022 unless otherwise terminated or canceled as provided by the Agreement. All other provisions of the Agreement except as set forth in this Amendment shall remain in their entirety.
- 3. **Scope of Work.** The scope of work shall be revised to include up to eight utility potholes using a subconsultant to perform the work.
- 4. **Compensation.** The compensation shall be increased by an additional \$34,455 per the attached revised Exhibit D.

5. **Insurance Certificate.** Current certificate will expire on (Date) 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

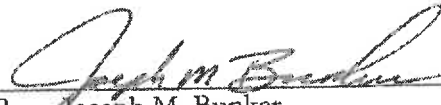
ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

Strand Associates, Inc.
a Wisconsin corporation


By: Joseph M. Bunker
Its: Corporate Secretary

4/29/2021

**AMENDED EXHIBIT D
PROFESSIONAL SERVICES AGREEMENT**

METHOD AND AMOUNT OF COMPENSATION

Time and materials not to exceed

NOT-TO-EXCEED AMOUNT

The total amount of compensation to be paid under this agreement is increased by \$34,455 revising the total not to exceed amount to \$83,395.

DETAILED PROJECT COMPENSATION

Scope Item	Fee
Option Evaluation	\$13,965
Potholing Allowance	\$10,490
Owner Allowance for Contingency	\$10,000
Total Additional Compensation	\$34,455