

AMENDMENT NO. 1
ON-CALL BUILDING PLAN REVIEW AND INSPECTION
(Contract No. C21-0275)

This Amendment No. 1 (“Amendment”) to the the cooperative purchase of plan review and inspection services (“Agreement”) is made this _____ day of _____, 20____, (“Effective Date”), by and between the City of Glendale, an Arizona municipal corporation (“City”) and Willdan Engineering Inc., a California corporation authorized to do business in Arizona (“Contractor”).

RECITALS

- A. City and Willdan Engineering Inc. (“Contractor”) previously entered into Linking Agreement, Contract No. C21-0275, dated April 13, 2021 (“Agreement”); and
- B. The City of Goodyear Agreement No. CON-20-2105-B has an initial 5-year term beginning December 16, 2019, until the date the contract expires on December 15, 2024 unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The City may renew the term of this Agreement on an annual basis in one (1) year increments; and
- C. 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 extended for a one-year period from December 16, 2021 through December 15, 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 remains unchanged.
4. **Compensation.** The compensation is being amended by increasing the compensation paid to Contractor by Two Hundred Thousand Dollars (\$200,000), for a new not-to-exceed amount of Six Hundred Thousand Dollars (\$600,000) for the term of the agreement. In addition, the Terms of Pricing will be implemented per the price adjustment outlined as provided in the Modified Fee Schedule attached as Exhibit "A" to this Amendment.

5. **Insurance Certificate.** The current certificate will expire on November 9, 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


Willdan Engineering, Inc.,
a California corporation



By: Autumn Wollmann

Its: Deputy Director

Exhibit A [Modified Fee Schedule]

	Contract Amendment No. 2 Contract Number: CON-20-5105-B-A2	Office of Procurement 190 N. Litchfield Road P. O. Box 5100 Goodyear, AZ 85338 Phone: 623-882-7893
---	---	--

Building Plan Review and Inspection

Pursuant to Standard Terms and Conditions, page 16, 8.1 Modification:

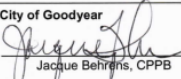
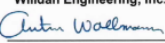
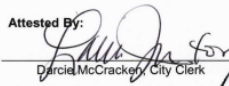
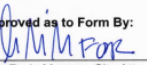
Modification to Fee Schedule:

Fee is dependent on skill level / commercial / residential:

Line #	Requested Personnel	Hourly Rate
3a	Plan Review / Examiner – Residential	\$ 80.00
3b	Plan Review / Examiner – Commercial	\$90.00
3c	Building Inspector – Residential	\$80.00
3d	Building Inspector – Commercial	\$90.00

No other terms, conditions, or performance standards written or implied are changed.

Procurement Specialist: Andrea Nejeles

<p>City of Goodyear</p> <p>By: <u></u> Date: <u>6/29/21</u></p> <p>Title: Procurement Manager</p>	<p>Willdan Engineering, Inc.</p> <p>By: <u></u> Date: <u>6/25/2021</u></p> <p>Signature Autumn Wollmann, Deputy Director Typed Name and Title</p>
<p>Attested By: <u></u> for Darcie McCracken, City Clerk</p>	<p>Approved as to Form By: <u></u> Roric Massey, City Attorney</p>

