

AMENDMENT NO. 1
Parks Pond Maintenance Services
(Clearwater Engineering, Contract No. C19-0443)

This Amendment No. 1 (“Amendment”) to the Parks Pond Maintenance Services (“Agreement”) is made this _____ day of _____, 2021, (“Effective Date”), by and between the City of Glendale, an Arizona municipal corporation (“City”) and Clearwater Engineering, an Arizona corporation authorized to do business in Arizona (“Contractor”).

RECITALS

- A. City and Clearwater Engineering (“Contractor”) previously entered into a Professional Services Agreement, Contract No. C19-0443 dated May 17, 2019 (“Agreement”); and
- B. The initial term of this Agreement is from the effective date for a one-year period from May 17, 2019 to May 16, 2020, with the option to renew annually for (2) additional one-year terms; and
- C. The City and the Contractor entered into Contract Extension No. 1 (C19-0443-1) renewing the Agreement for an additional (1) one-year term from May 17, 2020 to May 16, 2021; and
- D. The City and the Contractor entered into Contract Extension No. 2 (C19-0443-2) renewing the Agreement for a second (1) one-year term from May 17, 2021 to May 16, 2022; and
- E. The City is expanding the scope of services and increasing the amount of compensation to be paid under this Agreement by \$85,612.76; and
- F. 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 an additional 6-month period and shall expire on November 16, 2022.
- 3. **Scope of Work.** The scope of work is expanded to include additional work as outlined below:

Project:

Canal Pump Station Rebuild of #1 and #3 Irrigation Pumps at Grand Canal Linear Park

4. **Compensation.** The total compensation for this Agreement for the expanded scope of work and the extended term is increased by \$85,612.76 for a new total not to exceed \$130,612.76 for the entire term of the agreement (initial term plus any renewals).
5. **Insurance Certificate.** Current certificate will expire on 12/8/2022 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

Clearwater Engineering,
an Arizona corporation


By: Wayne Bell
Its: Chief Engineer