

AMENDMENT NO. 1
Annual Pavement Management Data Support
(City of Glendale, Contract No. C22-0180)

This Amendment No. 1 (“Amendment”) to the Services Agreement (“Agreement”) is made this _____ day of _____, 2022, (“Effective Date”), by and between the City of Glendale, an Arizona municipal corporation (“City”) and Infrastructure Management Services, LLC, a Delaware limited liability company authorized to do business in Arizona (“Contractor”).

RECITALS

- A. City and Infrastructure Management Services (“Contractor”) previously entered into a Services Agreement, Contract No. C22-0180, dated February 10, 2022 (“Agreement”); and
- B. The Agreement had an initial two-year term beginning February 10, 2022 through February 9, 2024. No automatic renewals are allowed; 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 unchanged and shall expire on February 9, 2024.
3. **Scope of Work.** The Scope of Work is amended to include the annual pavement management support to include updating work history since the last survey or IMS update in 2019, providing annual pavement management updates, and loading pavement data to the City cloud-based Lucity system, Pavement Management module. IMS will also provide maps, charts, and new projects or selections based on the updated information. It has been later determined that in order to accomplish these tasks more thoroughly, IMS will be performing a roadway network-wide survey based on the following: Supplemental pavement management services will include offering a PAVER-centric pavement management program for the City. The roadway network survey mileage is based on the current centerline mileage with 2-pass testing of all arterial and collector roads and 1-pass testing the locals and alleyways for a survey total of 965+ miles. This includes a Lucity pavement condition data load (no analysis runs) to the cloud-based City application. The City also

requires IMS to survey other right-of-way assets that will include signage, pavement markings and striping, and guardrails and roadside pedestrian fence database development.

4. **Compensation.** The Compensation is amended to include additional services outlined in Exhibit A and will not exceed \$370,859.00 for the entire term of the Agreement.
5. **Insurance Certificate.** Current certificate will expire on 3/31/2023 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

Infrastructure Management Services, LLC
a Delaware limited liability company

By: Kurt Keifer

Its: Manager
