

AMENDMENT NO. 02
67TH AVENUE PAVEMENT RECONSTRUCTION-GREENWAY TO BELL ROADS
(PROJECT NO. 202168, Contract No. C21-0554)

This Amendment No. Two (“Amendment”) to the Professional Services (“Agreement”) is made this _____ day of _____, 2022, (“Effective Date”), by and between the City of Glendale, an Arizona municipal corporation (“City”) and Olsson, Inc., a Nebraska corporation authorized to do business in Arizona (“Contractor”).

RECITALS

- A. City and Olsson, Inc. (“Contractor”) previously entered into Professional Services Agreement, Contract No. C21-0554, dated June 22, 2021 (“Agreement”); and
- B. City and Olsson, Inc., entered into AMendment No. One, Contract C21-0554-1, dated November 8, 2022, increasing the scope of services and compensation by an additional \$5,804; and
- C. City is seeking to expand the scope of services and increase the compensation to be paid under this agreement by an additional \$11,638; 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 June 22, 2023.
3. **Scope of Work.** This amendment includes providing signing and striping design plans and documents for the 67th Ave project corridor, including placement of internally illuminated street signs at both the 67th Avenue & Bell Road and Greenway Road intersections. At the direction of City of Glendale staff, a new Wavetronix detection system will also be installed at the intersection of 67th Avenue and Greenway Road. The signing, striping and signalization work will be per City of Glendale Engineering Design Standards & Details and the Manual of Uniform Traffic Control Devices (MUTCD).
4. **Compensation.** Additional compensation for Amendment No. Two is \$11,638, for a new total not to exceed amount of \$142,349.

5. **Insurance Certificate.** Current certificate will expire on (01-01-23) 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

Olsson, Inc.,
a Nebraska corporation



By: Colin Moran

Its: Team Leader