

**AMENDMENT NO. 1**  
**BALL PARK BOULEVARD PHASE 2**  
**(PROJECT NO. 192053, Contract No. C21-0265)**

This Amendment No. 1 (“Amendment”) to the Professional Services Agreement (“Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2023, (“Effective Date”), by and between the City of Glendale, an Arizona municipal corporation (“City”) and Stantec Consulting Services Inc., a New York Corporation, authorized to do business in Arizona (“Contractor”).

**RECITALS**

- A. City and Stantec Consulting Services Inc. (“Contractor”) previously entered into Professional Services Agreement, Contract No. C21-0265, dated April 13, 2021 (“Agreement”); and
- B. City issued a 1-year contract extension with Stantec Consulting Services Inc., Contract No. C21-0265-1, extending the term of the Agreement through April 12, 2023; 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 April 13, 2023 through April 12, 2024, 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.** This amendment includes providing additional design documentation for the addition of a right-turn lane on Ballpark Boulevard. The additional fee includes the cost of revising construction documents, cost estimate, and drainage memorandum.
4. **Compensation.** The compensation to be paid under this agreement is increased by \$13,164, to a revised not to exceed amount of \$81,529.
5. **Insurance Certificate.** Current certificate will expire on October 1, 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. **Uyghur Forced Labor Prevention Act (UFLPA).** Contractor certifies that it does not currently, and during the term of this Agreement, will not use:
  - (a) the forced labor of ethnic Uyghurs in the People’s Republic of China;
  - (b) any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China; and
  - (c) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China.
9. **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.
10. **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

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Kevin R. Phelps, City Manager

ATTEST:

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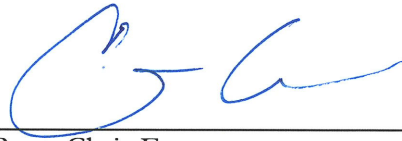
Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

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Michael D. Bailey, City Attorney

Stantec Consulting Services Inc.  
a New York Corporation



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By: Chris Eggers  
Its: Senior Associate

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MODIFICATION TO THE SCOPE OF WORK

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## DESIGN SERVICES MODIFICATIONS

The following are the tasks and design services required for this project.

### 1.0 PROJECT ADMINISTRATION

Consultant will coordinate and integrate project tasks and elements to effectively address project milestones. Consultant will attend meetings and provide coordination as described in this section as well as prepare and update an overall project schedule for services performed by Consultant as identified in this proposal.

#### *Task 1.1 Project Management, Coordination, and Meetings*

The Consultant will perform project management duties to successfully facilitate the project. Consultant will coordinate with the City of Glendale (COG) staff, Roosevelt Irrigation District (RID) staff to facilitate coordination and timely task completion of the added right turn lane. Coordination will be facilitated using telephone, Teams messages, or e-mail exchanges.

Meetings included in this scope of work include the following:

Reference Task	Meeting	No. of Meetings	Length of Meeting
1.1	Coordination Meeting with COG (Virtual)	1	1 hr. max
1.1	Coordination Meeting with RID (Virtual)	1	1 hr. max
	<b>Total</b>	2	

#### Assumptions

- COG will confirm proposed City attendees at meeting.
- Monthly progress meetings are not required.
- Meeting notes will be emailed in lieu of meeting minutes.
- One 100% submittal to the COG Project Manager will be completed prior to sealing of design documents.
- Utility coordination meetings for RID Design Plans will be covered under Task 1.2.

#### Deliverables

- Meeting notes email.

#### *Task 1.2 Utility Coordination for RID plans*

Engineer will coordinate with private, public, and City utilities regarding utility conflicts with the Roosevelt Irrigation District (RID) construction documents. In general, the Engineer will provide the final RID submittal to each utility companies in the area to obtain no-conflict review responses. Utility coordination shall include coordination with the private utility companies for their proposed relocation plans if necessary.

1. Engineer shall send a letter to each utility company notifying them of the project and defining the project scope for their review along with a request for written response from each company to determine the disposition of their utility as it relates to the planned roadway and utility work.
2. Engineer shall coordinate with the utilities to facilitate the design to relocate their facilities. Based on the current RID Plans, utility companies requiring possible relocation are Lumen/CenturyLink, MCI/Verizon, and COG Water.

3. Engineer shall prepare a utility clearance letter, providing a review of proposed utility plans, including conflict evaluation, and general considerations.

#### Assumptions

- No potholes are anticipated for this design. Existing potholes completed at 99<sup>th</sup> Avenue from the recently completed Ball Park Boulevard will be utilized.
- Any utility coordination meetings required will be conducted virtually.

#### Deliverables

- Utility coordination including final RID plan submittals to each utility company.
- Utility clearance letters.
- No-conflict review responses from affected utility companies.

## **2.0 DESIGN**

The proposed modifications to the design will include adding a new Right Turn Lane for eastbound Ballpark Boulevard to Southbound 99<sup>th</sup> Avenue. The design will include roadway design, drainage design, traffic signal design, signing, and striping design.

### ***Task 2.1 Roadway Design and Construction Drawing Modifications***

Engineer shall widen Ball Park Boulevard to add a new Right Turn Lane for eastbound Ballpark Boulevard to southbound 99<sup>th</sup> Avenue. The turn lane will have a length of 150'. The eastbound lane configuration will be 2-11' thru lanes, a 14' left-turn lane, and a 14' right-turn lane to avoid encroachment into the RID access easement. Modifications will also include relocation of the curb return, sidewalk ramps, signing and striping locations, and traffic signal equipment locations.

#### Assumptions

- A courtesy copy of the design will be submitted to the COG Project Manager for approval. No formal submittal will be executed.
- New utility clearance letters will not be necessary.
- No spec modifications other than date updates will be required.
- Modifications to drainage ditch will not be required.

#### Deliverables

- Revised Construction Drawings.
- Revised Cost Estimate.
- Revised Drainage Memo.

## **3.0 REIMBURSABLE EXPENSES**

Reimbursable expenses will be invoiced as accrued and back-up data provided with Consultant's invoices as required by City of Glendale's contract.

### ***Task 3.1: Reimbursable Expenses***

Reimbursable expenses will be invoiced as accrued and back-up data provided with Engineer's invoices as required by City of Glendale's contract. Reimbursables will include printing cost, courier cost, and mileage reimbursement for travel to site or meetings at City of Glendale.

**BALLPARK BOULEVARD WIDENING MODIFICATIONS**  
**Stantec Consulting Services Inc.**

5/24/2023

<b>FEE PROPOSAL - TABLE A</b>				
<b>SUMMARY</b>				
<b>DIRECT LABOR</b>				
<b>Task</b>	<b>Task Description</b>	<b>Stantec Labor</b>	<b>Expenses</b>	<b>Total Estimated Fee</b>
<b>CORE SERVICES</b>				
1.0	PROJECT ADMINISTRATION	\$ 5,964.00		\$ 5,964.00
2.0	DESIGN	\$ 6,970.00		\$ 6,970.00
<b>SUB-TOTAL CORE SERVICES</b>		<b>\$ 12,934.00</b>	<b>\$ -</b>	<b>\$ 12,934.00</b>
<b>EXPENSES</b>				
3.0	REIMBURSABLE EXPENSES		\$ 230.00	\$ 230.00
<b>SUB-TOTAL EXPENSES</b>		<b>\$ -</b>	<b>\$ 230.00</b>	<b>\$ 230.00</b>
<b>TOTAL</b>		<b>\$ 12,934.00</b>	<b>\$ 230.00</b>	<b>\$ 13,164.00</b>