

AMENDMENT NO. ONE
ENVIRONMENTAL CONSULTANT FOR THE DCRP CITY HALL AND COUNCIL
CHAMBER BUILDING RENOVATION - OVERSIGHT AND SAMPLING SERVICES
(PROJECT NUMBER 202169.1 & 202169.5, Contract No. C23-0274)

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 Ninyo & Moore Geotechnical and Environmental Sciences Consultants Inc., a California corporation, authorized to do business in Arizona (“Contractor”).

RECITALS

- A. City and Ninyo and Moore Geotechnical and Environmental Sciences Consultants, Inc. (“Contractor”) previously entered into Professional Services Agreement, Contract No. C23-0274, dated March 14, 2023 (“Agreement”); and
- B. The City is seeking to expand the scope of work and increase the compensation to be paid under this agreement by an additional \$27,765; 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 March 13, 2025.
- 3. **Scope of Work.** The additional services to be provided are identified in the attached as Exhibit B. Contractor agrees to comply with all the terms, conditions of the Professional Services Agreement. Such terms, conditions and specifications are specifically incorporated into and are an enforceable part of this agreement.
- 4. **Compensation.** Additional compensation for the change in the Scope of Work is required for the project during the entire term is increased by an additional \$27,765 as specifically detailed in the attached Exhibit D. (Time and Materials)
- 5. **Insurance Certificate.** Current certificate will expire on October 3, 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

Kevin R. Phelps, City Manager

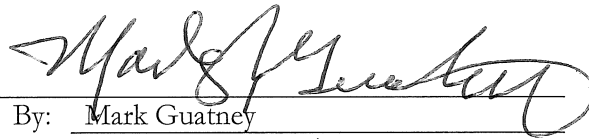
ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

Ninyo & Moore Geotechnical and
Environmental Sciences Consultants Inc.
a California corporation



By: Mark Guatney

Its: Principal Engineer/

Environmental Operation Manager

EXHIBIT B
Professional Services Agreement

SCOPE OF WORK

Ninyo and Moore's proposal scope of work includes the following:

- Ninyo and Moore will review the contractor's pre-job submittal, including worker and supervisor training certifications and medical/respirator clearance paperwork, and proposed work plan for removal of the ACM from each structure.
- Ninyo and Moore's site surveillance technician and project manager will conduct a pre-construction site walk with the City-chosen contractor performing the asbestos abatement work, before or at the beginning of the asbestos abatement site work. It is understood that the contractor has designed the means and methods for the asbestos abatement project as part of their bid to the City, and that no further abatement design work is requested from Ninyo and Moore.
- Perform abatement contractor oversight during the asbestos removal operations on a full-time basis (estimated to be eight hours per day, for 10 workdays). Also observe intact removal of LBP on yellow pole gates in two stairwells of Cit Hall.
- Conduct air sampling of perimeter areas surrounding the work area containments. To assess the potential for unfiltered air flow out of the abatement work area enclosures (s). Samples to be analyzed by Phase Contract Microscopy (PCM).
- Perform visual clearance inspection of the ACM work area enclosures and LBP removal areas.
- Perform post-abatement air sampling, including PCM analysis of clearance samples, from the ACM abatement area enclosures.
- Perform post-abatement lead-wipe clearance sampling from the flooring of the two identified LBP areas.
- Prepare a post-abatement report that consists of a summary of the contractor's work performed, laboratory results of perimeter air sampling and clearance air sampling. Copies of the site surveillance/contractor oversight technician's daily reports, and abatement contractor's post-job submittals, including containment logs, worker certifications, NESHAP notice, and asbestos waste manifests.

The following assumptions will be used by Ninyo & Moore during this project:

- The ACM abatement activities will be conducted during the regular business hours. Our inspection team will coordinate with Glendale staff and City-chosen contractors.
- Access will be granted to all appropriate areas of the site during the ACM abatement activities with no delays or work stoppage beyond the control of Ninyo & Moore. Abatement oversight will not include structure buried below grade, or other parts of the facility not previously described.
- Scope of work for this proposal does not include abatement specifications, If desired, a cost proposal can be prepared for this additional service.

EXHIBIT D
Professional Services Agreement

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

Compensation shall be based on hourly rates plus estimated allowances for reimbursable expenses.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to contractor for full completion of all work required by the Project during the entire term of the Project must not exceed \$97,213 .

DETAILED PROJECT COMPENSATION

Original Professional Services Fee	\$69,448
Amendment One	
Job preparation, mobilization and Field Services	\$18,150
Laboratory Analyses	\$ 943
Report Preparation	\$ 5,050
Owners Contingency	<u>\$ 3,622</u>
Subtotal Total:	\$27,765
 TOTAL NOT TO EXCEED	 \$97,213