

**AMENDMENT NO. ONE**  
GESD SYSTEM OF CARE FACILITY -  
CONSTRUCTION DOCUMENTS AND CONSTRUCTION ADMINISTRATION  
(PROJECT NUMBER 222338.1, Contract No. C23-0254)

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 Architekton, Inc., an Arizona corporation, authorized to do business in Arizona (“Contractor”).

**RECITALS**

- A. City and Architekton, Inc. (“Contractor”) previously entered into Professional Services Agreement, Contract No. C23-0254, dated March 6, 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 \$201,600, 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 5, 2024, with an option to extended for an additional one-year period.
- 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 \$201,600 as specifically detailed in the attached Exhibit D (Lump Sum).
- 5. **Insurance Certificate.** Current certificate will expire on June 23, 2024 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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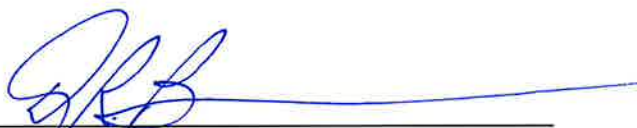
Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

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Michael D. Bailey, City Attorney

Architekton, Inc.  
an Arizona corporation



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By: Douglas R. Brown  
Its: Principal

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**EXHIBIT B**  
**Professional Services Agreement**

SCOPE OF WORK

Architekton's proposal scope of work includes the following:

The design team will create architectural and engineering construction documents based upon the May 24, 2023 conceptual design package.

Design Services:

- Meet with user group to review the approved Feasibility Study.
- Create architectural, structural, and MP&E construction documents.
- Specifications in the drawings and in book form as needed.
- Coordinate with furniture vendor.
- Coordinate with a covered parking vendor as needed.
- Coordinate with EV charging station vendor as needed.
- Coordinate documents with Glendale IT department
- Assist city selected signage vendor as needed.
- Work with the selected General Contractor to ensure the project is within budget.
- Submit final Construction Documents for permitting.

Construction Administration:

The design team will provide construction administrations services for the project as follows:

- Kick-off meeting with the project team.
- Weekly construction site meetings/including site progress review/questions answered/photo documentation.
- Submittal Reviews.
- Responses to Request for Information (RFI's)
- Additional Supplemental Information as needed (ASI's)
- Change Order Request reviews.
- Pay Application Reviews.
- Punch List Process:
  - Create initial Punch List with GC
  - Final Punch List
  - Completed Punch List confirmation (1 visit)
  - Issue Certificate of Substantial Completion
- Close out Documentation Review:
  - Contractor Supplied Close out documents as required by their contract will be reviewed by the design team for accuracy.
- As-built Document Review/Submittal
  - Revit model will be updated with each RFI or ASI that required graphic documentation.
  - The Contractor will also keep record changes on their field set (electronically) their changed sheets will be coordinated with the set provided by the Design Team.
  - The final BIM model to be exported to Auto-CAD dwg. /Pdf files on a thumb drive and include one (1) 24"x36" hard copy of the pdf set, to be submitted to the City of Glendale with those changes.

Schedule:

- Estimated Design Services- 2 Months
- Estimated Construction Services – 8 Months

**EXHIBIT D**  
**Professional Services Agreement**

COMPENSATION

**METHOD AND AMOUNT OF COMPENSATION**

Compensation shall be based on a Lump Sum 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 \$201,600 .

**DETAILED PROJECT COMPENSATION**

Original Professional Services Fee **\$30,000**

Amendment One

Lump Sum including Reimbursable Expenses:

Construction Documents:

Architekton	73,100
BDA Structural	2,100
Applied Engineering	<u>50,900</u>

Subtotal: **\$126,100**

(Reimbursable Expenses shall include printing; deliveries; and mileage)

Construction Administration:

Architekton	35,700
BDA Structural	1,600
Applied Engineering	<u>8,200</u>

Subtotal: **\$45,500**

(Reimbursable Expenses shall include printing; deliveries; and mileage)

Owners Contingency **\$30,000**

**TOTAL NOT TO EXCEED **\$231,600****