

AMENDMENT NO. ONE
103rd Avenue Landfill Drainage Improvements
(Project 161737, Contract No. C22-0467)

This Amendment No. One (“Amendment”) to the Professional Services Agreement (“Agreement”) is made this _____ day of _____, 2024, (“Effective Date”), by and between the City of Glendale, an Arizona municipal corporation (“City”) and Strand Associates, Inc., a Wisconsin corporation, authorized to do business in Arizona (“Contractor”).

RECITALS

- A. City and Strand Associates, Inc. (“Contractor”) previously entered into a Professional Services Agreement, Contract No. C22-0467, dated May 4, 2022 (“Agreement”); and
- B. The City desires to expand the scope and increase compensation to include additional PIO services during the construction phase of the project; 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 6-month period from May 3, 2024 through October 2, 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.** See attached revised Exhibit B for additional scope of work.
- 4. **Compensation.** Compensation will be increased by an additional \$25,590 as shown in the attached revised Exhibit D.
- 5. **Insurance Certificate.** Current certificate will expire on May 31, 2024. A new insurance certificate must be provided prior to this date to the Materials Manager and the Contract Administrator in order for this Agreement to remain in effect.
- 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

Strand Associates, Inc.
a Wisconsin corporation

By: Joseph M. Bunker
Its: Corporate Secretary

EXHIBIT B
Professional Services Agreement

SCOPE OF WORK

The Consultant will prepare drawings and opinions of probable construction costs (OPCC) in accordance with the City of Glendale Design and Construction Standards/Details and the Maricopa Association of Governments (MAG) Uniform Standard Specifications/Details for Public Works Construction. The following services will be provided to the City:

1. Review the City of Glendale drainage memorandum, dated August 2, 2023. Evaluate the proposed design outlined in the memorandum for constructability and construction cost considerations.
2. Revise construction drawings for drainage channels crossing the 103rd Avenue landfill prepared by Strand Associates, Inc., dated August 10, 2022. The drawings will be modified according to the drainage memorandum prepared by the City of Glendale, dated August 2, 2023. Submit updated 60% drawings for City review.
3. Address 60% City comments. Prepare and submit final construction drawings.
4. Prepare an updated drainage memorandum based on the final design.
5. Prepare an Opinion of Probable Construction Cost.
6. Prepare a Bid Schedule.

EXHIBIT D
Professional Services Agreement

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

Method of payment is hourly rate basis not-to-exceed.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Consultant for full completion of all work required by the Project during the entire term of the Project must not exceed \$ 25,590

DETAILED PROJECT COMPENSATION

Previous Approved Project Cost	\$49,942
Amendment No. 2	\$25,590
TOTAL PROJECT COST	\$75,532