

AMENDMENT NO. 2

Arterial Reconstruction of 51st Avenue from Olive Avenue to Cactus Road
(CIP No. 202112, Contract No. C23-0278-2)

This Amendment No. 2 (“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 Ardurra Group, Inc., a Florida Corporation, authorized to do business in Arizona (“Contractor”).

RECITALS

- A. City and Ardurra Group, Inc. (“Contractor”) previously entered into Professional Services Agreement, Contract No. C23-0278, dated March 14, 2023 (“Agreement”); and
- B. On December 12, 2023 City and Consultant entered into Amendment No. 1, amending the scope of work and increasing the compensation to a new not to exceed amount of \$253,375; and
- C. On February 23, 2024 City and Consultant entered into Contract Extension No. 1, extending the agreement from March 14, 2024 through March 13, 2025; 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 extended for a 18-month period from March 14, 2025 through September 14, 2026, 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 for remaining ADA improvements not addressed during the previous design phase of the project.
- 4. **Compensation.** The compensation for this agreement will increased by \$188,710 for a new not to exceed amount of \$442,085.
- 5. **Insurance Certificate.** Current certificate will expire on June 30, 2025. 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

Ardurra Group, Inc.
a Florida Corporation



By: Curtis Krausman, PE
Its: Water Services Group Manager

City of Glendale
Arterial Reconstruction of 51st Avenue
Olive Avenue to Peoria Avenue
Engineering Project Nos. CIP202113

City of Glendale (City) staff provided a list of locations within the 51st Ave. project limits that required surface treatment replacements on June 17, 2024. City and Ardurra staff completed several Teams meetings to confirm locations. Locations are itemized in Assumptions section of this Scope of Work. City requested Ardurra submit contract modification for additional scope to conduct survey, complete design, develop ADA compliant construction details and prepare legal descriptions. Additional driveway, sidewalk and concrete replacements will be merged into previously completed 100% submittal that results in a single set of construction documents consisting of plans, specifications and Opinion of Probable Cost (OPC). Replacement types and quantities are:

- 19 concrete replacements
- 4 sections of asphalt sidewalk
- 1 midblock sidewalk ramp
- 17 driveways

Driveway reconstruction will extend outside existing 51st Ave. right of way (ROW) at all locations which will require Temporary Construction Easements (TCEs). Three (3) driveway locations are Salt River Project (SRP) accesses that require SRP coordination and approval.

Ardurra's scope of work is described in the following tasks:

Project Administration and Progress Meetings

1. Project Meetings: Ardurra will schedule following meetings with City Project Manager (PM), prepare agendas and distribute meeting minutes for:
 - a. Kickoff/Strategy Meeting (1): Meeting will review additional replacement locations, confirm City stakeholder goals and overview Ardurra schedule.
 - b. Progress Meeting (5): Bimonthly meetings will overview design progress, discuss technical design challenges, project's technical aspects and action item resolution status.
 - c. Comment Resolution Meetings (3): Meetings will be a hybrid progress meeting combined with comment resolution meeting to occur after 60%, 90% and 100% (prefinal) submittals.
2. Project Schedule: Ardurra will:
 - a. Prepare and submit schedule reflecting NTP, major design activities, submittal milestones, review periods and anticipated completion dates. Ardurra initial assessment is ten (10) months to complete services. Schedule duration is dependent of SRP review cycles which are schedule critical path.
 - b. Finalize, update and submit schedule after SRP Kickoff Meeting.
3. Project Administration: Ardurra will:
 - a. Perform accounting functions to update Ardurra's existing project set up.
 - b. Conduct internal design team kickoff meeting to review scope, schedule and deliverables.
 - c. Submit monthly invoice, progress report, cash flow schedule and updated schedule.

Design, Construction Plans and Details

1. Ardurra's additional services are:
 - a. Design of, and quantities for, concrete replacements of curb, gutter and valley gutters at nineteen (19) locations will be added to previously submitted 100% plans.
 - b. Design of, and quantities for, asphalt sidewalk replacement with concrete at four (4) locations will be added to previously submitted 100% plans.
 - c. Design of, and quantities for, new mid block ADA compliant ramp at one (1) location will be added to previously submitted 100% plans.
 - d. Design of, and quantities for, ADA compliant driveways at seventeen (17) locations.

2. Additional ADA ramp and driveway replacements will require changes to existing plans or additional plans as follows:
 - a. Cover (1 sheet)
 - b. General Notes and Legend (1 sheet)
 - c. Geometric Control (2 sheet)
 - d. Driveway and ADA ramp details (5 Sheets)
3. Quality Control: Complete quality reviews prior to 60%. 90% and 100% submittal

SRP Coordination

Driveway replacements include one (1) driveway to SRP substation and two (2) driveways to Arizona Canal. Each location will require driveway replacement outside 51st Ave. ROW on SRP property. Driveway replacement scope will require separate approvals and coordination with SRP Distribution, SRP Transmission Water, ARP Communication, and SRP Maintenance. Improvements construction on SRP property will require coordination with, and approval from, separate SRP Water and SRP Transmission Land Agents. Ardurra's scope of work is:

1. Plans submittal and review: Submit plans to SRP's Internal Project Review (IPR) portal at 60%, 90% and 100% completion.
2. Comment Resolution Meetings: Schedule and conduct meeting with all SRP group leaders and SRP Land Agents in attendance after each submittal.
3. Legal Descriptions: Prepare legal descriptions for three (3) construction licenses and one (1) Bureau of Reclamation (BOR) license.
4. Licenses: Facilitate, coordinate, provide technical information and respond to SRP.

Supplemental Survey and Legal Descriptions

1. Geometric control: Confirm and reestablish previously established control
2. Topographic survey: Complete supplemental survey of curb, gutter, aprons, and valley gutters for locations described in Assumptions.
3. Base Mapping: Incorporate supplemental survey into existing AutoCAD file.
4. TCE legal descriptions: Prepare eighteen (18) legal descriptions.
5. SRP license legal descriptions: Prepare four (4) legal descriptions.

Opinion of Probable Cost (OPC) and Special Provisions

1. Update existing OPC with the 60%, 90%, 100% and sealed submittals with additional quantities for the sidewalk, driveway and concrete replacements.
2. Update existing Special Provisions with the 60%, 90%, 100% and sealed submittals with additional quantities for the sidewalk, driveway and concrete replacements.

Assumptions

1. Survey and design will utilize previously established survey control.
2. Additional construction details and quantities will be merged into previously submitted 100% complete construction documents to create a single set of plans, specifications and OPC.
3. City will contact and coordinate with property owners to obtain TCEs.
4. Ten (10) month completion schedule is based on 45 calendar day SRP review time for each design progress submittal at 60%, 90% and 100% completion status.
5. Existing sidewalk ramps abutting the south side of 51st Ave. bridge over the AZ Canal and the ACDC will remain in place. SRP driveway reconstruction limit will match bottom of ramp elevation on south side of bridge.
6. SRP coordination scope is based on following:
 - a. SRP review cycles will be complete within 45 calendar days after IPR submittal.
 - b. Comment resolution meetings after 60%, 90% and 100% submittals will include all SRP Group Leaders for a total of three (3) meetings.
 - c. SRP will perform prior rights research and prepare licenses with legal descriptions attached.
 - d. City and SRP will coordinate license review, approval and signatures.
7. Seventeen (17) driveway replacements identified by City are located at:

- a. 51st Ave and Olive replace driveway on NW corner
 - b. 51st Ave and Olive replace second driveway north on NW corner (Leslie's pools).
 - c. 51st Ave and Olive replace third driveway north on NW corner (behind Leslie's pools)
 - d. North 51st Ave and Olive, SRP substation, replace second SRP driveway to the north
 - e. North 51st Ave and Olive, replace KinderCare driveway
 - f. North 51st Ave and Olive, replace second KinderCare driveway to the north
 - g. North 51st Ave and Peoria replace driveway on NW corner (Sun Devil Auto)
 - h. North 51st Ave and Peoria replace second driveway on NW corner (Cash 1)
 - i. North 51st Ave and Peoria replace third driveway on NW corner (Hair 2U)
 - j. North 51st Ave and Peoria replace fourth driveway on NW corner (Simply Dental)
 - k. North 51st Ave and Peoria replace SRP driveway at AZ canal – west side of 51st; sidewalk ramp off bridge will not be touched
 - l. North 51st Ave and Peoria replace SRP driveway at AZ canal – east side of 51st; sidewalk ramp off bridge will not be touched
 - m. North 51st Ave and Peoria replace driveway to vacant parcel - east side of 51st.
 - n. North 51st Ave. and Peoria, replace north driveway to Apollo Animal Hospital
 - o. North 51st and Olive, replace driveway at 9631 N. 51st Ave. (private home)
 - p. North on 51st and Olive, replace north most driveway to Goodwill – east side of 51st.
 - q. North on 51st and Olive, replace south driveway to Goodwill – east side of 51st
8. One (1) sidewalk ramp replacement identified by City is located at:
 - a. N 51st Ave and Brown, (east side) need ADA mid-block ramp to match new development on north side of Brown
 9. Nineteen (19) concrete replacements identified by City are located at:
 - a. North 51st and Olive, SE corner, replace gutter
 - b. North 51st and Olive, SE corner, replace apron
 - c. North 51st Ave and Olive, NE corner, replace gutter and apron as a monolithic pour.
 - d. North 51st Ave and Vogel replace asphalt the width of the street (30') and 10' east of the valley gutter
 - e. North 51st and Brown (east side) replace old ramp on corner with curb and sidewalk to match new development on north side of street
 - f. North 51st Ave and Christy (east side) replace apron SE corner
 - g. North 51st Ave and Christy (east side) replace asphalt on Christy the width of road (30') and 14' east of the valley gutter
 - h. North 51st Ave and Sierra replace apron, SW corner
 - i. North 51st Ave and Beryl replace valley gutter
 - j. North 51st Ave and Brown replace apron NW corner
 - k. North 51st Ave and Brown replace apron SW corner
 - l. North 51st Ave and Mountain View replace apron NW corner
 - m. North 51st Ave and Mountain View replace apron SW corner
 - n. North 51st Ave and Purdue replace valley gutter.
 - o. North 51st and Purdue replace apron, SW corner
 - p. North 51st Ave and Palo Verde replace valley gutter
 - q. North 51st and Palo Verde replace apron, SW corner
 - r. North 51st Ave and Sanna (west side of 51st) replace valley gutter
 - s. North 51st Ave and Sanna, replace apron SW corner
 10. Asphalt sidewalk replacements with concrete identified by City are located at:
 - a. North 51st Ave. west side, just south of the AZ canal and SRP maintenance road
 - i. Replace approximately 90'
 - b. North 51st Ave., east side, just south of the AZ canal and SRP maintenance road
 - i. Replace approximately 176'
 - c. North 51st Ave, east side
 - i. Replace approximately 83'

- d. North 51st Ave, east side
 - i. Replace approximately 150'

Exclusions

1. Agency permit or plan review fees
2. SRP prior rights research
3. Drainage analysis, calculations or design
4. Signing and marking plans
5. Maintenance of Traffic plans
6. Traffic signal modifications
7. Public Outreach
8. SWPPP
9. Landscape or restoration design

Task	Description	Total Hours By Task	Total Fee By Task
1	PROJECT MANAGEMENT		
1.1	Project Management	37	\$6,675.00
1.2	Kick-off Meeting	7	\$1,450.00
1.3	Progress Meetings (5)	25	\$5,400.00
1.4	Comment resolution meetings (3)	51	\$9,645.00
1.5	Schedule (Initial w/ monthly updates)	10	\$1,960.00
1.6	Project Administration	8	\$1,300.00
SUBTOTAL PROJECT MANAGEMENT		138	\$26,430.00
2	Design, Construction Plans and Details		
2.1	Concrete replacements (19 locations)	91	\$13,995.00
2.2	Asphalt sidewalk replacements (4 locations)	22	\$3,650.00
2.3	Mid block ADA ramp (1 location)	10	\$1,495.00
2.4	ADA driveways (17 locations)	263	\$42,195.00
2.5	Quality Control Reviews (60%, 90%, 100%)	34	\$8,330.00
SUBTOTAL Design, Construction Plans and Details		420	\$69,665.00
3	SRP Coordination		
3.1	IPR Submittals	33	\$7,275.00
3.2	Comment resolution meetings (3)	60	\$10,980.00
3.3	License coordination	14	\$2,770.00
SUBTOTAL SRP Coordination		107	\$21,025.00
4	Survey & Legal Descriptions		
4.1	Prepare field packet for control	16	\$2,290.00
4.2	Reestablish & tie into control	12	\$2,040.00
4.3	Topo data collection	45	\$8,060.00
4.4	Process topo and update surface	33	\$6,000.00
4.5	ROW base mapping	37	\$6,550.00
4.6	TCE legal descriptions (18)	144	\$24,750.00
4.7	SRP license legal descriptions (4)	36	\$6,240.00
SUBTOTAL Survey & Legal Descriptions		323	\$55,930.00
5	OPC & Special Provisions		
5.1	Update OPC (60%, 90%, 100%)	41	\$6,475.00
5.2	Update SPs OPC (60%, 90%, 100%)	54	\$9,185.00
SUBTOTAL OPC & Special Provisions		95	\$15,660.00
Total Hours		1,083	
Total Dollars			\$ 188,710.00