

# C23-0277-2

## AMENDMENT NO. 1 HAWK Crossing at 59th Avenue and Evergreen Road (Project No. 222335, Contract No. C23-0277)

This Amendment No. 1 (“Amendment”) to the Professional Services (“Agreement”) is made this 14th day of January, 2025, (“Effective Date”), by and between the City of Glendale, an Arizona municipal corporation (“City”) and T.Y. Lin International, Inc., a California Corporation, authorized to do business in Arizona (“Contractor”).

### RECITALS

- A. City and T.Y. Lin International, Inc. (“Contractor”) previously entered into Professional Services Agreement, Contract No. C23-0277, dated March 14, 2023 (“Agreement”); and
- B. City and Contractor previously entered into Contract Extension No. 1 on March 13, 2024 to extend the contract to March 14, 2025; 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.
- 3. **Scope of Work.** The Scope of Work is unchanged.
- 4. **Compensation.** The Compensation for this Agreement is increased by \$9,857.71 for a new not to exceed amount of \$65,115.04. This increase is needed to cover cost overages incurred due to unexpected site conditions and the project schedule's extension.
- 5. **Insurance Certificate.** Current certificate will expire on November 11, 2025. 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

T.Y. Lin International, Inc.  
a California Corporation

DocuSigned by:  
*James Barr* 1/6/2025  
2190F3C981A244B...  
By: James Barr  
Its: Contract Manager



October 1, 2024

Ms. Kelly Hargadin, M.S., CFM  
Engineering Project Manager  
City of Glendale  
5970 W. Brown St., Ste. #200  
Glendale, AZ 85301

Subject: Addendum 1 for 59<sup>th</sup> Avenue/Evergreen Road HAWK Crossing  
City of Glendale Project Number 222335

Dear Kelly:

TY Lin International (Consultant) is pleased to present this addendum proposal for additional services incurred in producing the design and PS&E package for the 59<sup>th</sup> Avenue and Evergreen Road HAWK crossing.

**Tasks**

**Task 1 – Additional Potholing Services**

Potholing costs for the project came in higher than originally budgeted. The reason for the overage was due to 3 factors. The extremely hard soil encountered slowed our potholing subconsultant's (T2 Utility Engineers) production and as a result, their vacuum excavation crew had to work a second day to complete the work. Secondly, the permitting fees were greater than estimated. This was due to an unanticipated charge by the City for Lane Closure Fees. The third factor was that the traffic control amounted to more than the originally provided estimate due the unanticipated requirement from the City of Glendale requiring a flagman to be on site for pedestrian traffic both days that we were on site.

**Task 2 – Additional Coordination for HAWK Signal Design and Plans**

Consultant has expended additional effort over the course of the project's design due to the extension of the project schedule, the changing of City staff and direction over the lifetime of the project and additional requirements for the customization of some of the signal elements to mitigate potential utility conflicts. This additional effort has consisted of general coordination activities with City and utility staff, resolution of additional design and plan comments and additional project site meetings.

The total professional fee for this addendum being requested for the completion of these tasks is \$9,857.71. A breakdown of the fee is provided on Exhibit A as part of this proposal.

Should you have any questions and/or require additional information, please contact me.

Sincerely,

James Barr, P.E.  
Contract Manager



EXHIBIT A - COMPENSATION

CITY OF GLENDALE PROJECT NO. 222335  
 FINAL DESIGN ADDENDUM 1 FOR HAWK SIGNAL AT 59TH AVENUE AND EVERGREEN ROAD

TASK	DESCRIPTION	PROJECT MANAGER		SR. PROJECT ENGINEER		PROJECT ENGINEER		DESIGN ENGINEER		CADD TECHNICIAN		SUBCONSULTANT/ VENDOR	TOTAL HOURS	TOTAL DIRECT RATE	OVERHEAD 150.709%	PROFIT 10%	TYLJ TOTAL	TOTAL FEE
		Hours	\$	Hours	\$	Hours	\$	Hours	\$	Hours	\$							
<b>BASIC SERVICES</b>																		
1	Additional Pictorial Services											\$3,151.01						\$3,151.01
2	Additional Coordination for HAWK Signal Design and Plans	8	\$664.00			16	\$832.00			24	\$936.00		48	\$2,432.00	\$3,665.00	\$609.70	\$6,706.70	\$6,706.70
<b>SUBTOTAL BASIC SERVICES</b>		8	\$664.00	16	\$832.00					24	\$936.00	\$3,151.01	48	\$2,432.00	\$3,665.00	\$609.70	\$6,706.70	\$9,857.71
<b>GRAND TOTAL</b>		8	\$664.00	16	\$832.00					24	\$936.00	\$3,151.01	48	\$2,432.00	\$3,665.00	\$609.70	\$6,706.70	\$9,857.71

