

C23-0376-3

AMENDMENT NO. 2

City of Glendale Design of Scalloped Streets Improvements - Various Locations
(323000607, Contract No. C23-0376)

This Amendment No. 2 (“Amendment”) to the City of Glendale Design of Scalloped Streets (“Agreement”) is made this 25th day of February, 2025, (“Effective Date”), by and between the City of Glendale, an Arizona municipal corporation (“City”) and WSP USA Inc., a New York Corporation, authorized to do business in Arizona (“Contractor”).

RECITALS

- A. City and WSP USA Inc. (“Contractor”) previously entered into Professional Services Agreement, Contract No. C23-0376, dated April 11, 2023 (“Agreement”); and
- B. On October 10, 2023, City and Contractor entered into Amendmen No. 1 adding to the scope of work and increasing the compensation by \$35,584.22 for a new not to exceed amount of \$175,993.63.
- C. City and Contractor entered into Contract Extension No. 1 extending the term of the Agreement from April 11, 2024 through April 10, 2025.
- 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 remains unchanged and shall expire on April 10, 2025.
- 3. **Scope of Work.** This amendment includes added design work for 71st Drive between Bethany Home Road and Claremont Street, including supplemental survey and preparation of legal descriptions.
- 4. **Compensation.** The compensation for this agreement will increase by \$58,393.44, for a new not to exceed amount of \$234,387.07.
- 5. **Insurance Certificate.** Current certificate will expire on May 1, 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

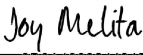
ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

WSP USA Inc.
a New York Corporation

DocuSigned by:
 1/29/2025
8D9A1303242245D
By: Joy Melita
Its: Vice President