

AMENDMENT NO. 1

Bethany Home Road Drainage Improvements - Project 202105
(Professional Services Agreement, Contract No. C22-0170)

This Amendment No. 1 (“Amendment”) to the Professional Services Agreement (“Agreement”) is made this _____ day of _____, 2026, (“Effective Date”), by and between the City of Glendale, an Arizona municipal corporation (“City”) and Stantec Consulting Services Inc., a New York corporation, authorized to do business in Arizona (“Contractor”).

RECITALS

- A. City and Stantec Consulting Services Inc. (“Contractor”) previously entered into a Professional Services Agreement for the Bethany Home Drainage Improvements Phase I-A, Design Services, Contract No. C22-0170, dated February 8, 2022 (“Agreement”); and
- B. City and Contractor previously entered into Contract Extension No. 1, extending the agreement from February 9, 2025 through February 8, 2026; and
- C. City and Contractor previously entered into Contract Extension No. 2, extending the agreement from February 9, 2026 through February 8, 2027; and
- D. The City is seeking to expand the scope of services and increase the compensation to be paid under this agreement by an additional \$79,750.00 for a new not to exceed amount of \$1,278,851; and
- E. 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 February 8, 2027.
3. **Scope of Work.** The Scope of Work shall be revised to include additional efforts towards post design services for Bethany Home Drainage Improvements Phase I-A related to review of shop drawings or submittals, review & respond to RFI's and preparation of record drawings.
4. **Compensation.** The compensation shall be increased by an additional \$79,750 for a new not to exceed amount of \$1,278,851, per the attached Exhibit B.

5. **Insurance Certificate.** Current certificate will expire on May 1, 2026 and a new certificate applying to the extended term must be provided prior to this date to Finance Director 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

Patrick S. Banger, City Manager

ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

Stantec Consulting Services Inc.
a New York corporation



By: Chris Eggers
Its: Sr. Project Manager

EXHIBIT A
Professional Services Agreement

SCOPE OF WORK

CONTENTS

CONTENTS	2
POST DESIGN SERVICES.....	3
1.0 POST DESIGN SERVICES.....	3
Task 1.1 Project Management and Coordination.....	3
Task 1.2: Meetings and Field Visits	3
Task 1.3: Shop Drawing and Submittal Reviews.....	4
Task 1.4: Request for Information (RFI) Review and Response.....	4
Task 1.5: Record Drawings	4
2.0 SUBCONSULTANTS.....	4
Task 2.1: Kimley Horn.....	4
3.0 REIMBURSABLE EXPENSES.....	4
Task 3.1: Reimbursable Expenses.....	4

POST DESIGN SERVICES

The following are the tasks and design services required for this project.

1.0 POST DESIGN SERVICES

Consultant will coordinate and integrate project tasks and elements to effectively address project milestones. Consultant will attend meetings and provide coordination as described in this section as well as prepare and update an overall project schedule for services performed by Consultant as identified in this proposal.

Task 1.1 Project Management and Coordination

The Consultant will perform project management duties to successfully facilitate the post design services during pre-construction and construction, anticipated to be around 14 months (March 2026-May 2027). Consultant will coordinate with the City of Glendale (COG) staff, including the COG Project Manager, and the Contractor to facilitate coordination and timely task completion. Coordination will be facilitated using telephone, Teams messages, or e-mail exchanges.

Consultant will prepare monthly invoices, delivered to the City's Project Manager. The invoice will identify the contract number and include the amount of each work task and man-hour level of effort and consultant services identified in the approved fee proposal. The percent complete will be consistent with the project schedule, tasks, and fee proposal per tasks. The total invoice submitted will be less than or equal to the report that details the task percent complete with the associated cost. The invoice will show the contract amount, the amounts previously billed, the amount due for the current period, the contract balance, and the percent complete per tasks.

A projection of monthly billings will be submitted within 14 days after the Notice to Proceed (NTP) has been issued. The Consultant will complete the Cash Flow workbook monthly and submit to the applicable COG representative and the COG PM.

Task 1.2: Meetings and Field Visits

Consultant will attend one (1) in-person construction kickoff meeting to be held at City of Glendale Offices. Consultant will virtually attend up to sixty (60) weekly construction meetings through Teams or Google Meet. The duration of each weekly construction meeting is assumed to be 1 hour. The Consultant, at the request of the Contractor or City, may need to travel to the project site to evaluate site conditions or issues that may arise in the field. It is assumed that up to 6 field visits may need to occur.

Meetings included in this scope of work include the following:

Reference Task	Meeting	No. of Meetings	Length of Meeting (incl. Travel)
1.2	Project Construction Kickoff (In-Person)	1	3 hr.
1.2	Weekly Progress/Utility Meetings (Virtual)	60	1 hr.
1.2	Site Visits (On-Site)	6	3 hr.
	Total	67	

Task 1.3: Shop Drawing and Submittal Reviews

Consultant will review and make any necessary comments for up to thirty (30) Shop Drawing or Submittals. Consultant will download Shop Drawings or Submittals using a Contractor-provided online Construction Management tool, such as ProCore. Consultant will review and respond within 10 business days of notification. Resubmittals will be counted as a separate review.

Task 1.4: Request for Information (RFI) Review and Response

Consultant will review and respond to reasonable and appropriate Contractor RFIs and issue necessary clarification or interpretations of the contract documents for up to a maximum of twenty (20) RFIs. Consultant will download RFIs using a Contractor-provided online Construction Management tool, such as ProCore. Consultant will try to review and respond within 10 business days of notification or coordinate with the Contractor for additional information.

Task 1.5: Record Drawings

Consultant will prepare record drawings, consisting of transferring redlines changes shown on the contractor and inspector field plans onto the original contract documents. The changes will be made in CAD or as otherwise requested.

2.0 SUBCONSULTANTS

Task 2.1: Kimley Horn

Consultant will coordinate with their Subconsultant, Kimley Horn, who was responsible for the Missouri Avenue and ADOT Retention Basin portions of the design. Kimley Horn will attend their applicable Construction Meetings, respond to RFIs, and complete their Record Drawings. See Kimley Horn's Attached Scope of Work for additional details.

3.0 REIMBURSABLE EXPENSES

Reimbursable expenses will be invoiced as accrued and back-up data provided with Consultant's invoices as required by City of Glendale's contract.

Task 3.1: Reimbursable Expenses

Reimbursable expenses will be invoiced as accrued and back-up data provided with Engineer's invoices as required by City of Glendale's contract. Reimbursables will include mileage reimbursement for travel to field visits or meetings at City of Glendale.

EXCEPTIONS

The following items are not included in this scope of work:

- New project designs
- Inspection Services
- Coordination with Utility Companies



FEE ESTIMATE - Bethany Home Road Drainage Improvements Phase A PDS



Name	Eggers, Chris	Hernandez Jr, Mario	Lopez, Travis	Downey, Heather		
Project Billing Rate (T&M)	\$251.00	\$203.00	\$183.00	\$183.00	\$1.00	\$1.00
Total Units (T&M)	151	28	118	7	400	12,890
Fee (T&M)	\$37,901.00	\$5,684.00	\$21,594.00	\$1,281.00	\$400.00	\$12,890.00

Project Summary	Hours	Labour	Expense	Subs	Total
Fixed Fee	0	\$0.00	\$0.00	\$0.00	\$0.00
Time & Material	304	\$66,460.00	\$400.00	\$12,890.00	\$79,750.00
Total	304	\$66,460.00	\$400.00	\$12,890.00	\$79,750.00

Task Code	Task Name	Units					
Post Design Services		151	28	118	7	0	0
1.1	PM and Coordination (14 Months)	28			7		
1.2	Meetings and Site Visits						
	<i>Kickoff Meeting (1)</i>	3					
	<i>Weekly Construction Meetings (60)</i>	60					
	<i>Field Visits (6)</i>	12		18			
1.3	Shop Drawing and Submittal Reviews (30)	20		20			
1.4	RFIs Review and Response (20)	20	20	40			
1.5	Record Drawings	8	8	40			
Subconsultants		0	0	0	0	0	12,890
2.1	Kimley Horn						12,890
Reimbursable Expenses		0	0	0	0	400	0
3.1	Mileage					400	

Task Type	Hours	Labour	Expense	Subs	Total
Time & Material	304	\$66,460.00	\$0.00	\$0.00	\$66,460.00
Time & Material	35	\$8,309.00	\$0.00	\$0.00	\$8,309.00
Time & Material	93	\$22,119.00	\$0.00	\$0.00	\$22,119.00
Time & Material	3				
Time & Material	60				
Time & Material	30				
Time & Material	40	\$8,680.00	\$0.00	\$0.00	\$8,680.00
Time & Material	80	\$16,400.00	\$0.00	\$0.00	\$16,400.00
Time & Material	56	\$10,952.00	\$0.00	\$0.00	\$10,952.00
Time & Material	0	\$0.00	\$0.00	\$12,890.00	\$12,890.00
Time & Material	0	\$0.00	\$0.00	\$12,890.00	\$12,890.00
Time & Material	0	\$0.00	\$400.00	\$0.00	\$400.00
Time & Material	0	\$0.00	\$400.00	\$0.00	\$400.00



**CITY OF GLENDALE
BETHANY HOME ROAD DRAINAGE IMPROVEMENTS PHASE A
POST DESIGN ENGINEERING SERVICES**

SCOPE OF SERVICES

February 27, 2026

Kimley-Horn and Associates, Inc. (“Kimley-Horn” or “Subconsultant”) is pleased to submit this letter agreement (the “Agreement”) to Stantec (“Client”) for providing Final Design services for the Bethany Home Road Drainage Improvements for the City of Glendale.

Project Understanding

This project consists of providing post-design services for storm drain improvements in 47th Avenue and Missouri Avenue as part of Phase A construction of the Bethany Home Road Drainage Improvements project. Kimley-Horn was responsible for the design of the storm drain in Missouri Avenue from the ADOT detention basin to 47th Avenue. Kimley-Horn is providing subconsultant services to Stantec for the following pieces of the project:

- Weekly construction meetings
- Site visits
- Responding to requests for information (RFI)
- Preparation of record drawings

Scope of Services

Kimley-Horn will provide the services specifically set forth below:

Task 1. Meetings and Field Visits

- Kimley-Horn will attend up to twelve (12) weekly construction meetings. Kimley-Horn will not attend weekly meetings once construction is completed outside the area that Kimley-Horn was responsible for. It is anticipated that the meetings will be virtual. It is anticipated that Stantec will prepare and distribute agendas and notes from the meeting.
- Kimley-Horn will complete one (1) field visit to review construction progress and construction issues.

Task 2. Request for Information (RFI)

- Kimley-Horn will respond to reasonable and appropriate contractor RFIs and issue necessary clarifications and interpretations of the contract documents for the work along Missouri Avenue and the ADOT detention basin. Kimley-Horn assumed a maximum of four (4) RFIS



Task 3. Record Drawings

- Kimley-Horn will prepare record drawings, consisting of transferring redlines changes shown on the contractor and inspector field plans onto the original contract documents. The changes will be made in CAD or as otherwise requested. Kimley-Horn will complete the record drawings for the portion along Missouri Avenue and ADOT detention basin.

Services Not Included

Any tasks not specifically listed in the above scope of services are to be considered additional services. Additional services include but are not limited to:

- Shop drawing reviews
- Inspection services
- Post-design services along 47th Avenue

Information Provided by Stantec

We shall be entitled to rely on the completeness and accuracy of all information provided by Stantec. Stantec shall provide all information requested by Kimley-Horn during the project.

Schedule

We will provide our services as expeditiously as practicable and work with Stantec to determine an acceptable schedule.

Fee and Expenses

Kimley-Horn will perform the services in Tasks 1 - 3 on a labor fee plus expense basis with the maximum labor fee shown below.

Task 1	Meetings and Field Visits.....	\$6,040
Task 2	Request for Information (RFI)	\$3,220
Task 3	Record Drawings	\$3,630
Total Not-to-Exceed Fee		\$12,890

Kimley-Horn will not exceed the total maximum labor fee shown without authorization from the Client. Individual task amounts are provided for budgeting purposes only. Kimley-Horn reserves the right to reallocate amounts among tasks as necessary.

Labor fee will be billed on an hourly basis according to our then-current rates. A percentage of labor fee will be added to each invoice to cover certain other expenses as to these tasks such as telecommunications, in-house reproduction, postage, supplies, and project-related computer time. Administrative time related to the project may be billed hourly.

Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.



Closure

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

A handwritten signature in black ink that reads "Zach Schmidt".

By: Zach Schmidt, P.E.

Project Manager

City of Glendale
 Bethany Home Road Drainage Improvements Phase A
 Post Design Engineering Services

		Senior Project Manager	Senior Professional	Professional	Analyst	Designer	Admin
TASK DESCRIPTION	SUBTOTAL	\$ 250.00	\$ 220.00	\$ 180.00	\$ 150.00	\$ 120.00	\$ 95.00
1. MEETINGS AND FIELD VISITS	\$ 6,040	19	-	4	-	-	6
Weekly Construction Meetings (12)	\$ 3,000	12					
Field Visit	\$ 1,720	4		4			
Project Management/Documentation	\$ 1,320	3					6
2. RFI	\$ 3,220	4	-	4	10	-	-
RFIs (Up to 4)	\$ 3,220	4		4	10		
3. RECORD DRAWINGS	\$ 3,630	3	-	6	12	-	-
Record Drawings	\$ 3,630	3		6	12		
SUBTOTAL DIRECT LABOR	\$ 12,890	26	0	14	22	0	6
CONTRACT TOTAL	\$ 12,890						