

AMENDMENT NO. 1
Professional Services Agreement
with Ninyo & Moore, Geotechnical Consultants, Inc.
(City of Glendale, Contract No. C-10635)

This Amendment No. 1 ("Amendment") to the Professional Services Agreement ("Agreement") is made this _____ day of _____, 2016, ("Effective Date"), by and between the City of Glendale, an Arizona municipal corporation ("City") and Ninyo & Moore, Geotechnical Consultants, Inc. a California Corporation authorized to do business in Arizona ("Contractor").

RECITALS

- A. City and Ninyo & Moore, Inc. ("Contractor") previously entered into Professional Services Agreement, Contract No. C-10635, dated February, 2, 2016 ("Agreement"); and
- B. The original scope of work to be performed under this agreement provided for environmental and geotechnical evaluation services for an estimated cost not to exceed forty-nine thousand one hundred thirty-seven dollars (\$49,137.00); and
- C. The City and Contractor, however have agreed to include assessment of an irrigation canal on-site; assessment and abandonment of a septic field; and assessment and clearance of existing structures for asbestos and lead paint. Therefore, both parties wish to increase the amount of compensation, and are increasing the "amount not to exceed" of the Agreement with this Amendment; 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 one-year period from July 1, 2016 through June 30, 2017, 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.** All additional work was performed at the southwest corner of 91st Avenue and Maryland Avenues in Glendale, Arizona.
Task B - assess existing irrigation canal for possible classification as waters of the United States. Prepare, review and submit a letter report summarizing field and research activities and findings.
Task C - Prepare site specific health and safety plans for utility location, removal of septic system tank. Mitigation of septic tank pit and seepage field. Report on field work, research and findings. Obtain approval for the abandonment of the septic sewage system.
Task D - Assess existing structures, and test paint chips for the presence of asbestos and lead. Submit draft report, revise and submit a final report summarizing field activities, and analytical results. Also attend a March meeting not included in the original contract scope of work.
Task E - Perform oversight of the fieldwork involved in the removal 250 feet of metal rods from two wells (not included in the original scope of work). Prepare a video well log for each well, abandon both wells and fill with grout. Submit permits to the Arizona Department of Water Resources documenting the status of each well as abandoned. Prepare a draft report, revise and submit a final report summarizing field activities.
4. **Compensation.** Increase compensation an additional \$39,558.10. As described above and shown in the attached exhibit.
5. **Insurance Certificate.** Current certificate will expire on October 3, 2016 and 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 Israel Boycott.** The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.
8. **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.

CITY OF GLENDALE, an Arizona
municipal corporation

Kevin R. Phelps, City Manager

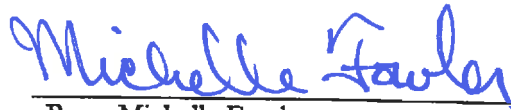
ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

Ninyo & Moore, Geotechnical
Consultants, Inc.
a California corporation



By: Michelle Fowler
Its: Principal Engineer

8/2/16

TASK COSTS EXHIBIT

Task B - \$2,399.24

Task C - \$13,114/29

Task D - \$8,134.14

Task E - \$15,910.43