

AMENDMENT NO. 1
ROSE LANE AQUATICS COMPLEX POOL SURFACE REPLACEMENT
(Glendale Solicitation No. RFP 21-12, Contract No. C21-0026)

This Amendment No. 1 ("Amendment") to the Rose Lane Aquatics Complex Pool Surface Replacement ("Agreement") is made this 24th day of MAY, 2021, ("Effective Date"), by and between the City of Glendale, an Arizona municipal corporation ("City") and Shasta Industries, Inc., dba Shasta Pools and Spas, an Arizona corporation authorized to do business in Arizona ("Contractor").

RECITALS

- A. City and Shasta Industries, Inc. ("Contractor") previously entered into Rose Lane Aquatics Complex Pool Surface Replacement Professional Services Agreement, Contract No. C21-0026, dated January 12, 2021 ("Agreement"); and
- B. The Agreement has a two (2) year term with no renewals and will expire on January 11, 2023; 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 and shall expire on January 11, 2023.
3. **Scope of Work.** The additional services to be provided are identified in the attached exhibit.
4. **Compensation.** The total compensation for this agreement for the additional work performed is increased by \$6,275 for a new not to exceed amount of \$336,275.
5. **Insurance Certificate.** Current certificate will expire on October 1, 2021 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 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. **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.
9. **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

Shasta Industries, Inc., dba Shasta Pools
and Spas, an Arizona corporation


By: Jeffrey Iverson

Its: Preconstruction Manager



Change Order Request

CO452 — Rose Lane Aquatic Center Replaster

COR Subject: Shotcrete Delamination Repairs

To Paul King
City of Glendale
5003 West Marlette Avenue
Glendale, AZ 85301
623-930-2652

COR Number: CO452-004
COR Revision Number: 0
COR Date: 5/4/2021
Work Type: Price / Do Not Proceed
Days Valid: 5

Return To Jeffrey Iverson
Shasta Industries, Inc.
602-510-3394
602-510-3394
jeff@hydrocon.com

Scope Of Work / Time Extension Request

Repair shotcrete delamination in (4) areas and chipping in (2) additional areas per the site visit on May 3, 2021.

Summary

Total: \$6,275.00

Reservation of Rights

This COR does not include any amount for impacts such as interference, disruptions, rescheduling, changes in the sequence of work, delays and/or associated acceleration. We expressly reserve the right to submit our request for any of these items.

Signed By:

Jeffrey Iverson
Preconstruction Manager

Dated: 5/4/2021