

AMENDMENT NO. ONE
LINKING AGREEMENT BETWEEN THE CITY OF GLENDALE, ARIZONA AND
FCI CONSTRUCTORS, INC.
(General City-Wide Construction, Contract No. C20-0815)

This Amendment No. One (“Amendment”) to the Linking Agreement (“Agreement”) is made this _____ day of _____, 2021, (“Effective Date”), by and between the City of Glendale, an Arizona municipal corporation (“City”) and FCI Constructors, Inc., a Colorado Corporation authorized to do business in Arizona (“Contractor”).

RECITALS

- A. City and FCI Constructors, Inc. (“Contractor”) previously entered into a Linking Agreement, Contract No. C20-0815, dated September 22, 2020 (“Agreement”); and
- B. The City is seeking to expand the scope of services provided under the original Agreement; and
- C. The City is increasing the amount of compensation to be paid under this agreement by \$1,500,000; 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 unchanged and shall expire on March 4, 2022, with an option to extend up to two (2) additional years in one (1) year increments.
- 3. **Scope of Work.** The additional services to be provided are identified in the attached as Exhibit B. Contractor agree to comply with all the terms, conditions of the Linking Agreement. Such terms, conditions and specifications are specifically incorporated into and are an enforceable part of this Agreement.
- 4. **Compensation.** Additional compensation for the change in the scope of work is required for the project during the entire term is increased by an additional \$1,500,000 as specifically detailed in the attached Amended Exhibit C.

5. **Insurance Certificate.** Current certificate will expire on 10-01-2022 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

FCI Constructors, Inc.
a Colorado Corporation


By: Jeff Eades
Its: Vice President

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AND
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**EXHIBIT B
SCOPE OF WORK**

PROJECT

In accordance with the terms and conditions of this agreement and the City of El Mirage Contract No. PW19-JOC03, the City is retaining FCI Constructors, Inc. for general construction services for parks facilities.

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EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

Method and amount of compensation is in accordance with section 3 of the agreement

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Consultant for full completion of all work required by the Project during the entire term of the Project must not exceed \$2,500,000 for the term of the Agreement.

DETAILED PROJECT COMPENSATION

City shall pay Contractor compensation in accordance with the rates as set forth in the City of El Mirage Contract, No. PW19-JOC03, for general construction services for parks facilities.