

AMENDMENT NO. 1  
ARIZONA COMMERCIAL DIVING SERVICES, INC.  
(RFP No.18-08, Contract No. C17-1076)

This Amendment No. 1 (“Amendment”) to the Diving Services (“Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2022, (“Effective Date”), by and between the City of Glendale, an Arizona municipal corporation (“City”) and Arizona Commercial Diving Services, Inc., an Arizona Corporation authorized to do business in Arizona (“Contractor”).

RECITALS

- A. City and Arizona Commercial Diving Services, Inc. (“Contractor”) previously entered into Diving Services, Contract No. C17-1076, dated November 28, 2017 (“Agreement”); and
- B. On October 18, 2018 City and Contractor extended the 1<sup>st</sup> term of the agreement from 11/28/2018 to 11/27/2019; and
- C. On October 21, 2019 City and Contractor extended the 2<sup>nd</sup> term of the agreement from 11/28/2019 to 11/27/2020; and
- D. On November 25, 2020 City and Contractor extended the 3<sup>rd</sup> term of the agreement from 11/28/2020 to 11/27/2021; and
- E. On October 25, 2021 City and Contractor extended the 4<sup>th</sup> and final term of the agreement from 11/28/2021 to 11/27/2022; and
- F. 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 November 27, 2022.
- 3. **Scope of Work.** The scope of work remains unchanged.
- 4. **Compensation.** The not-to-exceed compensation amount is increased by \$350,000 to \$950,000.

5. **Insurance Certificate.** Current certificate will expire on June 25, 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

Arizona Commercial Diving Services,  
Inc.,  
an Arizona Corporation

  
\_\_\_\_\_  
By: Kurt Hankes  
\_\_\_\_\_  
Its: President  
\_\_\_\_\_