

AMENDMENT NO. 1
BULLET RESISTANT INSTALLATION
(Ballistiglass, LLC, Contract No. C21-0194)

This Amendment No. 1 (“Amendment”) to the Bullet Resistant Installation (IFB 21-11) (“Agreement”) is made this _____ day of _____, 20____, (“Effective Date”), by and between the City of Glendale, an Arizona municipal corporation (“City”) and BALLISTIGLASS LLC, an Arizona limited liability company authorized to do business in Arizona (“Contractor”).

RECITALS

- A. City and Ballistiglass LLC (“Contractor”) previously entered into an Agreement, Contract No. C21-0194, dated March 23rd, 2021 (“Agreement”); and
- B. 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. **Scope of Work.** The Scope of Work is amended to correct erroneous measurements and to add tasks related to installation of windows. The revisions to the Scope of Work are attached as Exhibit A.
- 3. **Compensation.** Amount of compensation is increased by \$73,843.55 as provided in Exhibit A, making the not-to-exceed amount of the contract \$311,472.55.
- 4. **Insurance Certificate.** Current certificate will expire on August 1, 2022. A new certificate applying to the extended term must be provided prior to this date to Materials Management and the Contract Administrator.
- 5. **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.

6. **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.
7. **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.
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.

[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

BALLISTIGLASS, LLC
A Florida limited liability company


By: John Mehew
Its: CEO




EXHIBIT A

BULLET RESISTANT INSTALLATION

PROJECT & COMPENSATION

The Contractor will provide the following additional items that were not previously identified or incorrectly measured at the City Court facility.

Original Qty	Additional Qty	Description	Unit Price	Line Total
914.5 SQ FT	168.57 sq ft	Additional BallistiMax	\$28,393.55	\$28,393.55
914.5 SQ FT	168.57 sq ft	Additional for installation	\$16,000.00	\$16,000.00
0	28	Remove and re-install blinds	\$2,800.00	\$2,800.00
0	23	Demolition/Removal of existing retrofitted windows	\$5,800.00	\$5,800.00
0	23	Disposal of existing retrofitted windows into dumpster	\$3,450.00	\$3,450.00
0	23	Repair of window frame areas proceeding demolition	\$5,750.00	\$5,750.00
0	23	Prep framed areas for installation of new BallistiMax	\$3,950.00	\$3,950.00
0 HOURS	720 MAN HOURS	All work to be completed after hours	\$7,700.00	\$7,700.00
		SUBTOTAL		\$71,231.34
		SALES TAX		\$2,612.21
		GRAND TOTAL		\$73,843.55