

AMENDMENT NO. ONE
LINKING AGREEMENT BETWEEN THE CITY OF GLENDALE, ARIZONA AND
ACHEN-GARDNER CONSTRUCTION, LLC
(Wet Utility Pipeline Projects, Contract No. C20-0363)

This Amendment No. One (“Amendment”) to the Linking Agreement (“Agreement”) is made this _____ day of _____, 2022, (“Effective Date”), by and between the City of Glendale, an Arizona municipal corporation (“City”) and Achen-Gardner Construction, LLC, an Arizona limited liability company (“Contractor”).

RECITALS

- A. City and Achen-Gardner Construction, LLC (“Contractor”) previously entered into a Linking Agreement, Contract No. C20-0363, dated May 7, 2020 (“Agreement”); and
- B. The City's Agreement linked to City of Peoria Job Order Contract ACON20719 for Wet Utility Pipeline Projects. The Contract had an initial term beginning May 7, 2020 through May 31, 2020, with the option for the City to renew for four (4) additional one-year periods allowing the contract to be extended through May 31, 2024, and;
- C. The City and the Contractor entered into Contract Extension No. 1 (C20-0363-1) extending the term of the agreement through May 31, 2021, and;
- D. The City and the Contractor entered into Contract Extension No. 2 (C20-0363-2) extending the term of the agreement through May 31, 2022, and;
- E. The City is increasing the total compensation by an additional \$4,000,000, 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 May 31, 2022, with an option to extend up to two (2) additional one year periods.
- 3. **Scope of Work.** The scope of work is unchanged. Contractor agrees 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.** Total compensation for the supplies and/or services purchased under this Agreement is increased by \$4,000,000 to a total not to exceed amount of \$8,500,000 for the entire term of the Agreement (initial term plus any renewals). No one project/job order under this agreement shall exceed \$3,000,000, per the terms of the initial Agreement.
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

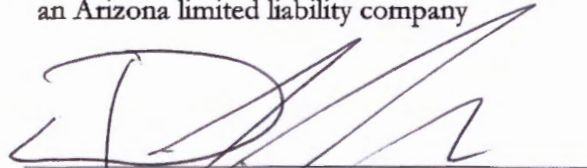
ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

Achen-Gardner Construction, LLC
an Arizona limited liability company



By: Daniel J. Spitz, PE, VMA

Its: President