

AMENDMENT NO. 2
LINKING AGREEMENT
(RESTORE AND RELOCATE RIGHT-OF-WAY SIGNS, Contract No. C20-0381)

This Amendment No. 2 (“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 Fluoresco Services, LLC, an Arizona limited liability company authorized to do business in Arizona (“Contractor”).

RECITALS

- A. City and Fluoresco Services, LLC (“Contractor”) previously entered into a Linking Agreement for illuminated Street Name Sign Supply and Maintenance Services, Contract No. C20-0381, dated May 7, 2021 (“Agreement”); and
- B. City and Contractor previously exercised the option to extend the Term of the Agreement from May 1, 2021 through April 30, 2022, Contract Extension No. 1; and
- C. City and Contractor entered into Amendment No. 1 on October 11, 2021 to add restoration and relocation of way-finding signs around State Farm Stadium; 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 extended for a one-year period from May 1, 2022 through April 30, 2023, unless otherwise terminated or canceled as provided by the Agreement. All other provisions of the Agreement except as set forth in this Amendment shall remain in their entirety.
- 3. **Scope of Work.** The Scope of Work is being amended to add additional labor costs for the B1 Pylon Towers to prepare acrylic letters for vinyl graphics and for the B20 Wayfinding signs which require hand digging at 4 locations for location of underground utilities.
- 4. **Compensation.** The compensation is being amended from the \$408,389.38 amount approved for Amendment 1, to include an additional amount of \$74,337 as detailed on the attached Exhibit C, bringing a new not to exceed of \$482,726.38.

5. **Insurance Certificate.** A certificate of insurance applying to this Agreement must be provided to the City prior to the Effective Date.
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

Fluoresco Services, LLC
An Arizona limited liability company


By: Gary Gryder *GARY GRyder*
Its: V.P. of Business Development *VP-DRM*

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EXHIBIT C

Method and amount of compensation:

For signage to be installed shall be amended as follows:

B1 Pylon Towers: Additional labor to prepare acrylic letters for vinyl graphics	\$35,217
B20 Wayfinding signs: Additional labor to hand dig at 4 locations due to underground utilities	<u>\$39,120</u>
Amendment 2 TOTAL	\$74,337

Original contract Amount: \$200,000.00

Amendment 1 Amount: \$208,398.38

New not to exceed amount: \$482,726.38