

AMENDMENT NO. 1
BETWEEN
THE CITY OF GLENDALE
AND
CHASSE BUILDING TEAM, INC.

(Paradise Valley Unified School District, Contract No. 18-15PV-03, Contract No. C21-0264)

This Amendment No. 1 (“Amendment”) to the Job Ordering Contracting - General Contractors (“Agreement”) is made this _____ day of _____, 20____, (“Effective Date”), by and between the City of Glendale, an Arizona municipal corporation (“City”) and Chasse Building Team, Inc., Arizona corporation authorized to do business in Arizona (“Contractor”).

RECITALS

- A. City and Chasse Building Team, Inc. (“Contractor”) previously entered into a Linking Agreement, Contract No. C21-0264, dated April 13, 2021 (“Agreement”); and
- B. The original Paradise Valley Unified School District, Contract No. 18-15PV-03 had an initial one-year term beginning May 18, 2021, with the option to extend an additional two (2) years in one-year increments; and
- C. On April 22, 2021, City and Contractor entered into Contract Extension No. 1 extending the term of the Agreement from May 18, 2021 through May 17, 2022; and
- D. On April 22, 2021, City and Contractor entered into Contract Extension No. 2 extending the term of the Agreement from May 18, 2022 through May 17, 2023; and
- E. 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.
3. **Scope of Work.** The Scope of the Work is being amended to include the Rose Lane Community Center Remodel. Additional Scope of Work can be found in Exhibit A.

4. **Compensation.** Compensation amount of \$3,000,000 is being increased by \$3,000,000 for a new not-to-exceed of \$6,000,000 over the entire term of the Agreement (initial term plus any renewals).
5. **Insurance Certificate.** Current certificate will expire on September 01, 2022. 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

Chasse Building Team, Inc.
an Arizona corporation



By: Barry Chasse

Its: President

EXHIBIT A
ADDITIONAL SCOPE OF WORK

The contractor will provide construction and repair services, including labor, materials, equipment, and related services for remodeling, and renovations. Assist with scoping and constructability issues. Provide project schedule, provide detailed cost estimating. Schedule and manage site operations. Provide quality control and Coordinate removal of Hazardous Materials for the Rose Lane Community Center Remodel on an as-needed basis.