

AMENDMENT NO. 1
CITY OF GLENDALE BRIDGE REPAIR PROGRAM
(Linking Agreement to City of Peoria ACON22119 Bridge and Guardrail Projects , Contract
No. C19-1029)

This Amendment No. 1 (“Amendment”) to the Linking Agreement for DBA Construction, Inc (“Agreement”) is made this _____ day of _____, 2022, (“Effective Date”), by and between the City of Glendale, an Arizona municipal corporation (“City”) and DBA Construction, Inc, an Arizona Corporation authorized to do business in Arizona (“Contractor”).

RECITALS

- A. City and DBA Construction, Inc (“Contractor”) previously entered into Linking Agreement, Contract No. C19-1029, dated 10/22/2019 (“Agreement”); and
- B. The original City of Peoria Contract, Contract No. ACON22119 had an initial term beginning June 1, 2019 through June 1, 2020, with the option to extend an additional four (4) years in one-year increments; and
- C. City and Contractor previously entered in to Contract Extension No. 1 on May 18, 2020 extending the term of the agreement from May 31, 2020 through June 1, 2021
- D. City and Contractor previously entered in to Contract Extension No. 2 on June 3, 2021 extending the term of the agreement from June 1, 2021 through May 31, 2022
- E. City and Contractor previously entered in to Contract Extension No. 3 on May 12, 2022 extending the term of the agreement from June 1, 2022 through May 31, 2023.
- 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, 2023.
- 3. **Scope of Work.** The scope of work under this contract remains unchanged.
- 4. **Compensation.** The total compensation of this contract will increase to a total of \$3,000,000 for the entire term of the agreement, with no annual limit. The increase in

compensation is a result of continuing the citywide bridge program, and the types of work to be completed as a part of the Pavement Management Program.

5. **Insurance Certificate.** Current certificate will expire on 1/1/23 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

DBA Construction, Inc.
an Arizona Corporation



By: Tim Ginter

Its: Vice President