

AMENDMENT NO. 1
PAVEMENT MANAGEMENT PROGRAM - TYPE 3 SLURRY
(Linking Agreement to Pinal County JOC Contract No. 175623, Contract No. C21-0790)

This Amendment No. 1 (“Amendment”) to the Linking Agreement for Viasun Corporation (“Agreement”) is made this _____ day of _____, 2023, (“Effective Date”), by and between the City of Glendale, an Arizona municipal corporation (“City”) and Viasun Corporation, Arizona Corporation authorized to do business in Arizona (“Contractor”).

RECITALS

- A. City and Viasun Corporation (“Contractor”) previously entered into Linking Agreement, Contract No. C21-0790, dated August 24, 2021 (“Agreement”); and
- B. The original Pinal County Contract, Contract No. 175623 had an initial term beginning June 27, 2018 through June 26, 2022, with the option to extend an additional one (1) year in one-year increments to June 26, 2023. Pinal exercised the one year extension; and
- C. City and Contractor previously entered in to Contract Extension No. 1 on June 20, 2022 extending the term of the agreement through June 26, 2023; and
- D. City is increasing the compensation to be paid under this agreement by an additional \$3,000,000; 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 and shall expire on June 26, 2023.
- 3. **Scope of Work.** The scope of work under this contract remains unchanged.
- 4. **Compensation.** The total compensation of this contract will increase by \$3,000,000 resulting in a revised total compensation amount of \$8,000,000 dollars for the entire term of the contract. The increase in compensation is a result of the types of work to be completed as a part of the Pavement Management Program.

5. **Insurance Certificate.** Current certificate will expire on January 1, 2024 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

Viasun Corporation
an Arizona Corporation



By: Zach Figueroa

Its: Vice President