

AMENDMENT NO. TWO
LUKE AFB LIFT STATION
(Construction Manager at Risk Agreement, Contract C21-0337-2)

This Amendment No. Two (“Amendment”) to the Construction Manager at Risk Agreement (“Agreement”) is made this _____ day of _____, 2023, (“Effective Date”), by and between the City of Glendale, an Arizona municipal corporation (“City”) and Flex Construction Company, Inc., an Arizona corporation (“Contractor”).

RECITALS

- A. City and Felix Construction Company, Inc. (“Contractor”) previously entered into a Construction Manager at Risk Agreement GMP1, Contract No. C21-0337, dated April 27, 2021 (“Agreement”); and
- B. City and Contractor entered into Amendment No. One, Contract No. C21-0337-1, dated April 12, 2022, increasing the scope of services and compensation by an additional \$249,084.65; and
- C. City is seeking to expand the scope of services and increase the compensation to be paid under this agreement by an additional \$152,668;
- D. The Agreement allows the parties to amend the terms at any time; 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 extended for an additional six (6) months and shall expire on June 30, 2023.
- 3. **Scope of Work.** The scope of work is expanded to include security modifications, control upgrades, additional paving, piping changes, and traffic control.
- 4. **Compensation.** The compensation shall be increased by an additional \$152,668.
- 5. **Insurance Certificate.** Current certificate will expire on May 1, 2023 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

Felix Construction Company, Inc.
an Arizona corporation

By: David Gianetto

Its: Principal