

**CITY CLERK
ORIGINAL**

**C-10060-1
06/14/2016**

AMENDMENT NO. 1
TO
LINKING AGREEMENT BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
J.R. FILANC CONSTRUCTION COMPANY
(HILLCREST RANCH BOOSTER STATION IMPROVEMENTS, Contract No. C-
10060)

This Amendment No. 1 ("Amendment") to the Linking Agreement ("Agreement") is made this 14 day of June, 2016, ("Effective Date"), by and between the City of Glendale, an Arizona municipal corporation ("City") and J.R. Filanc Construction Company, a California corporation authorized to do business in Arizona ("Contractor").

RECITALS

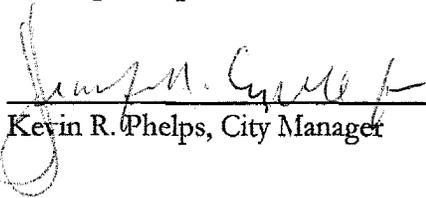
- A. City and J.R. Filanc Construction Company, Inc. ("Contractor") previously entered into a Linking Agreement, Contract No. C-10060, dated June 23, 2015("Agreement"); and
- B. The Agreement utilized the City of Peoria's Strategic Alliance for Volume Expenditures (S.A.V.E.) Job Order Contract Agreement for Water and Wastewater Treatment Facilities Projects, ACON 18513 to cooperatively procure services for the replacement of a surge tank at the Hillcrest Booster Station.
- C. The S.A.V.E. contract expired on April 11, 2016, but was extended through April 11, 2017.
- D. The Agreement also provided that it expired in April 11, 2016 unless it was extended in a subsequent written agreement signed by both parties. As authorized in the Agreement, the parties hereby agree to extend the term of the S.A.V.E. Contract through April 11, 2017.
- E. The Agreement also provided that the total purchase price for the services during the initial term (through April 11, 2016) would not exceed \$220,000.00. The City is increasing the amount of compensation to be paid to the Contractor to \$268,000.00 for additional repair work at the Hillcrest Booster Station
- 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 extended for a one-year period from April 12, 2016 through April 11, 2017, 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 shall be amended to included additional replacements and repairs as outlined in Exhibit A; JR Filance Cost Proposal - Change Order #1
4. **Compensation.** The total compensation for the goods, supplies and/or services purchased under this Agreement, from the Effective date through April 11, 2016 shall not exceed the total purchase price of \$268,000.00, including applicable sales tax.
5. **Insurance Certificate.** Current certificate will expire on 12/31/2016 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. **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.

CITY OF GLENDALE, an Arizona
municipal corporation



Kevin R. Phelps, City Manager

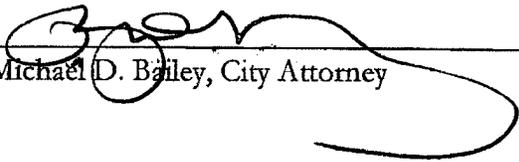
ATTEST:



Pamela Hanna, City Clerk

(SEAL)

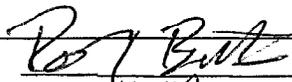
APPROVED AS TO FORM:



Michael D. Bailey, City Attorney

CONTRACTOR:

J.R Filanc Construction Company, Inc.

By: 

Its: General Manager of Arizona

JR Filanc Cost Proposal - Change Order #1

CLIENT NAME: City of Glendale

Location: HRBS - 6790 W. Deer Valley Rd. Glendale
HRBS Surge Tank Replacement
 Job Title: Scope Addition: Pumps 1-3 New Heads & Extra Repairs

City Project No.: TBD
 Contractor's Job No.: 2668
 Prepared by: Justin Johnson
 Date: 4/18/2016
 Revision: _____

Description of Work to be Performed (supporting information attached): JR Filanc will provide administrative services to contract and coordinate with Navajo Pump for replacement the pump heads and perform additional repair work for pumps 1 thru 3. This includes the procurement of new pump heads that are identical to the existing but with all surfaces having epoxy coatings, replacing various pump components, and performing necessary maintenance as detailed in Navajo Pump's quotes.

SECTION A: LABOR

Position	Unit	Quantity
Project Manager	Hours	12.0

Labor Cost		Position
Each	Total	Total
\$ 77.21	\$ 926.52	\$ 926.52
Total Labor Cost		\$ 926.52

SECTION B: EQUIPMENT

Item	Unit	Quantity
None	Hours	0.0

Equipment		Item
Each	Total	Total
\$ 19.82	\$ -	\$ -
Total Equipment Cost		\$ -

SECTION C: MATERIALS

Item	Unit	Quantity
NONE		0.0

Material		Item
Each	Total	Total
\$ -	\$ -	\$ -
Total Material Cost		\$ -

SECTION D: SUBCONTRACTORS & CONSULTANTS

Company	Description of Work to be Performed (Supporting quote & information attached)	Item Total
Navajo Pump	Pump Head Repair (Budgetary quote - cost for minor additions needed)	\$ 36,687.00
Navajo Pump	Additional Part s and Pump Maintenance	\$ 4,608.00
Total Subcontractor Cost		\$41,295.00

OVERHEAD:	7.2%	(% to be taken from matrix)
PROFIT:	7.5%	(% to be taken from matrix)
Subtotal General Contractor Costs (A+B+C):		\$926.52
O&P (% of A+C):		\$138.98
Total General Contractor Costs including O&P:		\$1,065.50
Subtotal Subcontractor Costs (D)		\$41,295.00
Subcontractor Profit (5% of D)		\$2,064.75
Total Subcontractor Costs including O&P:		\$43,359.75
TOTAL GC Cost (including O&P) and Subcontractor Costs (including Subcontractor Profit):		\$44,425.25
Insurance Costs @ 0.75%		\$333.19
Bond Costs @ 1.20%		\$533.10
Sales Tax (65% of 9.2%)		\$2,708.43
Subtotal Job Cost:		\$48,000
Owner Contingency		\$0.00
Pump Inspection & Repair Allowance		\$0.00
TOTAL JOB COST:		\$48,000

Submitted by:

Justin Johnson - Project Manager
Name, Title

4/18/16
Date

NAVAJO PUMP & SUPPLY

P.O. Box 798 • Tolleson, AZ 85353
 (623) 979-2324 • (623) 979-2399

Proposal

To: Customer: FILANC
 Contact: JUSTIN JOHNSON
 Phone: 602-513-0514
 Fax: jjohnson@filanc.com

ROC 082755

Date Submitted 01/29/15

HILLCREST RANCH - PARTS NEEDED FOR BOOSTERS, Valid for 30 Days

Product Pricing and Information

Req. Qty.	Product Description	Unit Price	Extended Price
1	2 7/16" X 10' SS SHAFT		727.00
2	1 11/16" X 6' SS SHAFT		404.00
3	2 7/16" BEARINGS		363.00
1	BOLT KIT FOR PUMP #3 - SS		62.00
2	BOLT KIT FOR PUMP #1 & #2 - SS		47.00
4	1 11/16" SS COLLETS		315.00
1	BLAST & COAT 20" BOWL W/THEMEC N140		959.00
2	BLAST & COAT 10" BOWLS W/THEMEC N140		1,051.00
1	REBUILD CHAMPION 2.25" MECH SEAL		1,123.00
	LABOR TO BUILD PUMP SHAFTS AND TURN DOWN BEARINGS		680.00

Not included in CO #1. To be applied to Authorization for Contingency Use #2.

\$4,608.00

~~\$5,731.00~~

Quote Total

Freight Charges will be added at the time of shipment based on the weight of products shipped. Sales taxes will be added where applicable.

If you have any questions regarding this quote please contact: MARK POSEY

The Above Line Item Component Prices Are Valid For This Quote Only