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C-9532-2  
05/10/2016

AMENDMENT NO. 2  
TO  
THE LINKING AGREEMENT  
WITH FIVE G, INC.  
(Maricopa County Contract No. 12180-S, Contract No. C-9532)

This Amendment No. 2 ("Amendment") to the Linking Agreement between the City of Glendale and Five G, Inc., ("Agreement") is made this 10 day of May, 2016, ("Effective Date"), by and between the City of Glendale, an Arizona municipal corporation ("City") and Five G, Inc., an Arizona corporation ("Contractor").

RECITALS

- A. City and Five G, Inc., ("Contractor") previously entered into a Linking Agreement, for Guard Rail Installation, Services and Accessories, Contract No. C-9532, dated October 28, 2014 ("Agreement"); and
- B. The original Maricopa County Agreement, Contract No. 12180-S, as amended, expired on April 11, 2016, with an option to renew up to a maximum of three (3) additional years; and
- C. City and Contractor entered into Amendment No. 1 extending the term of the Agreement from November 10, 2015 through April 30, 2016, also increasing the compensation in an amount not to exceed \$80,000 annually or \$320,000 for the entire term of the Agreement; and
- D. The Maricopa County Contract as amended, expires on April 30, 2017; 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

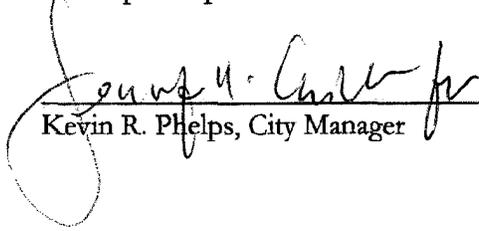
In consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Contractor hereby agree as follows:

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 a one-year period from the effective date of this Agreement through April 30, 2017, with an option to renew up to a maximum of two (2) additional years in one-year increments, unless otherwise terminated or canceled as provided by the County Agreement. All other provisions of this Agreement except as set forth in this Amendment shall remain in their entirety.

3. **Scope of Work.** The Scope of Work is unchanged.
4. **Compensation.** The compensation of the Agreement is unchanged and shall not exceed \$320,000 for the entire term of the Agreement.
5. **Insurance Certificate.** Current certificate will expire on December 1, 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.

[Signatures on the following page.]

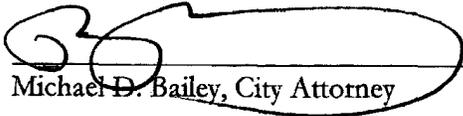
CITY OF GLENDALE, an Arizona  
municipal corporation

  
\_\_\_\_\_  
Kevin R. Phelps, City Manager

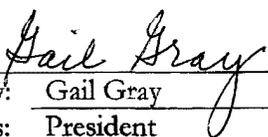
ATTEST:

  
\_\_\_\_\_  
Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Michael D. Bailey, City Attorney

Five G, Inc.,  
an Arizona corporation

  
\_\_\_\_\_  
By: Gail Gray  
Its: President