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C-9914-1
01/27/2016

AMENDMENT NO. 1

AGREEMENT WITH SOUTHWEST FABRICATION, LLC
(City of Glendale Solicitation IFB 15-52, Contract No. C-9914)

This Amendment No. 1 ("Amendment") to the Agreement for the supply of Streetlight Poles and Arms ("Agreement") is made this 27 day of January, 2016, by and between the City of Glendale, an Arizona municipal corporation ("City") and Southwest Fabrication, LLC, an Arizona corporation ("Contractor").

RECITALS

- A. City and Southwest Fabrication, LLC, previously entered into an Agreement for streetlight poles and arms, Contract No. C-9914, dated April 14, 2015 ("Agreement"); and
- B. The Agreement had an initial one-year term beginning April 14, 2015 through April 13, 2016 and provided the option to extend for an additional four (4) years, in one-year increments;
- C. The Invitation for Bids (No. 15-52), however, called for an initial three-year term, with the option to extend for two additional one-year terms;
- D. The Parties wish to correct the term in the Agreement to make it consistent with the term provided in the original solicitation;
- E. The Parties also wish to correct the amount of the Agreement to make it consistent with the per year amount specified in Contractor's response to the IFB. The Agreement currently provides the amount not to exceed for the work to be performed during the entire term of contract is \$441,987.81. As provided in Exhibit B of the Agreement, this amount was calculated using a \$137,629.27 expected annual expenditure for 3 years. As provided in the Report to the City Council, the annual amount the City actually expected to expend per year of the Agreement was \$137,329.27. The total amount for the work to be performed during the entire term of contract, including any term for which the City may exercise is option to renew is therefore \$686,646.36; and
- F. City and Contractor also wish to modify and amend the Agreement subject to and strictly in accordance with the terms of this Amendment.

AGREEMENT

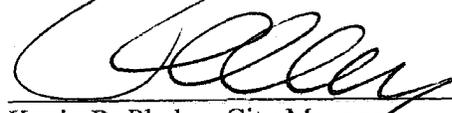
In consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Contractor hereby agree as follows:

1. **Recitals.** The recitals set forth above are not merely recitals, but form an integral part of this Amendment.
2. **Term.** The Term of this Agreement is revised to extend the date the Agreement terminates from April 13, 2016 to April 13, 2018. The City, may, at its option and upon mutual agreement with the Contractor, extend the term of this agreement for an additional two (2) years, in one (1) year increments (*i.e.*, the term may be extended until April 13, 2020). All other provisions of the Agreement and any amendment thereto shall remain in effect in their entirety.
3. **Scope of Work.** The Scope of Work is unchanged.
4. **Compensation.** The total amount for the work to be performed during the entire term of contract, including any term for which the City may exercise is option to renew, is amended to be **\$686,646.36**.

Specific unit prices contained in Exhibit B are also amended as follows: Price Sheet Line# 4.1.24 unit price has been increased to \$380.00; and Price Sheet Line# 4.1.26 unit price has been increased to \$224.00, to reflect black paint finish.

5. **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.
6. **Insurance Certificate.** The current certificate will expire on November 19, 2016 and a new certificate applying to the extended term must be provided prior to this date to Materials Management and the Contract Administrator.
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~~

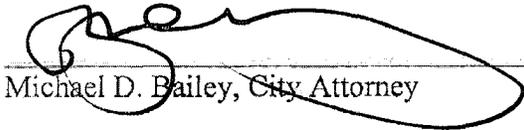
RICHARD A. BOWERS
ACTING CITY MANAGER

ATTEST:



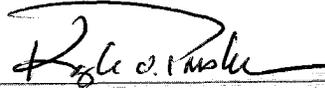
Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:



Michael D. Bailey, City Attorney

Southwest Fabrication, LLC
an Arizona corporation



By: Kyle J. Presler

Its: CONTROLLER