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C-9914-2  
05/31/2016

AMENDMENT NO. 2

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

This Amendment No. 2 ("Amendment") to the Agreement for the Supply of Streetlight Poles and Arms ("Agreement") is made this 31 day of may, 2016, ("Effective Date"), 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 ("Contractor") 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; and
- 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; and
- D. The City and Contractor previously entered into Agreement Amendment No. 1 correcting the term in the Agreement to make it consistent with the term provided in the original solicitation. The term of this Agreement was 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 Contractor, extend the term of this agreement for an additional two (2) years, in one (1) year increments; and
- E. The City and Contractor also corrected 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 its option to renew is therefore, \$686,646.36; and
- F. City and Contractor wish to modify and amend the Agreement subject to and strictly in accordance with the terms of this Amendment.

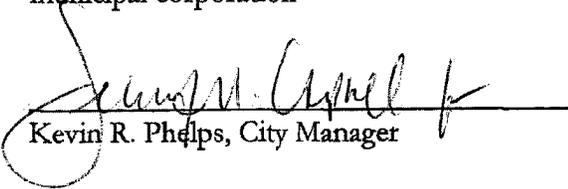
## AGREEMENT

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:

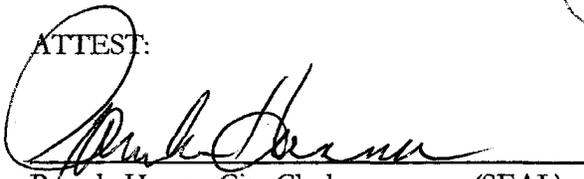
1. **Recitals.** The recitals set forth above are not merely recitals, but form an integral part of this Amendment.
2. **Term.** The term of the Agreement is unchanged.
3. **Scope of Work.** The Scope of Work is unchanged.
4. **Compensation.** The Compensation shall be revised in accordance with the provisions of IFB 15-52, Changes or Additions of Products or Services. The City and Contractor wish to add additional streetlight poles and arms as provided in Exhibit A. These streetlight poles and arms are within the general Scope of Work as deemed necessary to best serve the interest of the City. All other pricing shall remain unchanged and shall not exceed \$137,329.27 per year or \$686,646.36 for the entire term of the contract.
5. **Insurance Certificate.** Current certificate will expire on November 11, 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.]

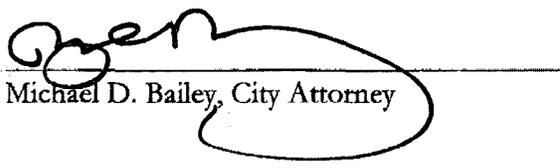
CITY OF GLENDALE, an Arizona  
municipal corporation

  
Kevin R. Phelps, City Manager

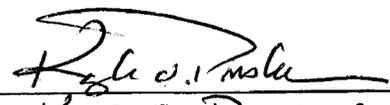
ATTEST:

  
Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:

  
Michael D. Bailey, City Attorney

Southwest Fabrication, LLC, an Arizona  
corporation

  
By: KYLE J. PRESLER  
Its: CONTROLLER

AMENDMENT NO. 2

SOLICITATION AGREEMENT  
(City of Glendale Solicitation No. IFB 15-52, Contract No. C-9914)

EXHIBIT A

METHOD AND AMOUNT OF COMPENSATION

The compensation of the Agreement shall be revised to include the following:

Item No.	Description	Unit of Measure	Qty	Unit Cost	Extended Cost
1	Light Pole BHW35-18S2BG25 with Arm OPAR-8-GY	Each	1-6 per shipment	\$1,775.00	
2	Light Pole BHW35-18S2BG25 with Arm OPAR-8-GY	Each	7-11 per shipment	\$1,525.00	
3	Light Pole BHW35-18S2BG25 with Arm OPAR-8-GY	Each	12+ per shipment	\$1,400.00	
4	ADOT Type S Modified Pole 30' Aluminum with 2-3/8" Top Tenon	Each	3	\$1,230.00	\$3,690.00
5	ADOT Type TB2-17 Breakaway Base	Each	3	\$327.00	\$981.00
6	ADOT Type T Pole 50' Aluminum	Each	3	\$2,222.00	\$6,666.00
7	ADOT Type TB3-17 Breakaway Base	Each	3	\$518.00	\$1,554.00

All other pricing shall remain unchanged and shall not exceed \$137,329.27 per year or \$686,646.36 for the entire term of the contract.