

AMENDMENT NO. 2
TO
THE LINKING AGREEMENT
WITH
DIVERSIFIED FLOORING SERVICES - PHOENIX, LLC
(State of Arizona Contract No. ADSP013-040453, Contract No. C-9666)

This Amendment No. 2 ("Amendment") to the Linking Agreement ("Agreement") is made this _____ day of _____, 2016, ("Effective Date"), by and between the City of Glendale, an Arizona municipal corporation ("City") and Diversified Flooring Services-Phoenix, LLC, an Arizona limited liability company authorized to do business in Arizona ("Contractor").

RECITALS

- A. City and Diversified Flooring Services-Phoenix, LLC ("Contractor") previously entered into a Linking Agreement, Contract No. C-9999, dated January 27, 2015 with an expiration date of January 30, 2016 ("Agreement"); and
- B. The original State of Arizona Contract, Contract No. ADSP013-040453 had an initial one-year term beginning January 31, 2013 through January 31, 2014 with the option to extend an additional four (4) years in one-year increments; and
- C. The State of Arizona Contract No. ADSP013-04053, as amended, expires on January 31, 2017; and
- D. City and Contractor previously entered into Amendment No. 1 extending the term of the Agreement from January 31, 2016 through January 31, 2017, also increasing the compensation in an amount not to exceed \$340,000 for the entire term of the Agreement.
- 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 will remain the same and expires on January 31, 2017.

3. **Scope of Work.** The scope of work shall be amended to include unanticipated flooring replacement and repairs at various City of Glendale facilities. The floor covering and repairs will include all labor, equipment and materials necessary to install carpet and flooring materials in designated areas in accordance with conditions and specifications included in ADSPO13-040453.
4. **Compensation.** Section 4.1 of the Agreement is hereby modified and amended as follows:
4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Subcontractors will not exceed \$540,000 for the entire term of the contract (including any extensions)
5. **Insurance Certificate.** Current certificate will expire on November 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

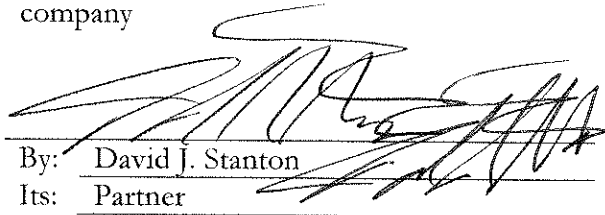
ATTEST:

Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

Diversified Flooring Services-Phoenix,
LLC, an Arizona limited liability
company



By: David J. Stanton
Its: Partner