

AMENDMENT NO. 1

Linking Agreement between the City of Glendale, Arizona and Elite Sports Builders
(, Contract No. C-11262)

This Amendment No. 1 ("Amendment") to the Linking Agreement between the City of Glendale, Arizona and Elite Sports Builders ("Agreement") is made this _____ day of _____, 2017, ("Effective Date"), by and between the City of Glendale, an Arizona municipal corporation ("City") and Elite Sports Builders, an Arizona Limited Liability Company authorized to do business in Arizona ("Contractor").

RECITALS

- A. City and Elite Sports Builders ("Contractor") previously entered into Linking Agreement between the City of Glendale, Arizona and Elite Sports Builders, Contract No. C-11262, dated October 25, 2016 ("Agreement"); and
 - B. The Agreement has a dollar limit not to exceed \$400,000; and
 - C. This Amendment is to raise the dollar limit of the Agreement to \$485,000
- . 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 and shall expire on May 31, 2017.
- 3. **Scope of Work.** Contractor will resurface two existing basketball courts and construct one additional post tension concrete basketball court at Heroes Regional Park including basketball standards and benches and court surfacing per attached Proposals.
- 4. **Compensation.** \$85,000
- 5. **Insurance Certificate.** Current certificate will expire on May 31, 2017 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. **No Boycott of Israel.** The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.
8. **Attestation of PCI Compliance.** When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.
9. **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:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

Elite Sports Builders, LLC
an Arizona Limited Liability Company


By: FRED C. RUDOLPH
Its: PRESIDENT