

CITY CLERK
ORIGINAL

C-8410-3
02/17/2016

AMENDMENT NO. 3
WATER PLANT PUMP REPAIRS, REPLACEMENT,
SERVICE AND PARTS
(, Contract No. C-8410)

This Amendment No. 3 ("Amendment") to the Water Plant Pump Repairs, Replacement, Service and Parts with James, Cooke and Hobson Inc. ("Agreement") is made this 17 day of ~~February~~, 2016, ("Effective Date"), by and between the City of Glendale, an Arizona municipal corporation ("City") and James, Cooke and Hobson, Inc., a Texas corporation authorized to do business in Arizona ("Contractor").

RECITALS

- A. City and James, Cooke and Hobson, Inc. ("Contractor") previously entered into Water Plant Pump Repairs, Replacement, Service and Parts with James, Cooke and Hobson Inc., Contract No. C-8410, dated February 11, 2014 ("Agreement"); and
- B. The Agreement had an initial one-year term beginning March 26, 2013 through March 25, 2014 and provided the option to extend the term for an additional four (4) years in one-year increments; and
- C. City and Contractor previously entered into Amendment No. 2, extending the term of the Agreement from March 1, 2015 through February 28, 2016; and
- D. City and Contractor wish to modify and amend the Agreement subject to and strictly in accordance with the terms of this Amendment.

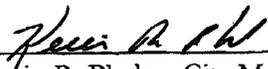
AGREEMENT

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 March 1, 2016 through February 28, 2017, unless otherwise terminated or canceled as provided by the Agreement. All other provisions of the Agreement except as set forth in this Amendment shall remain in their entirety.
- 3. **Scope of Work.** The Scope of Work remains unchanged.
- 4. **Compensation.** Contractor's compensation is unchanged and is not to exceed \$250,000 for the new term.

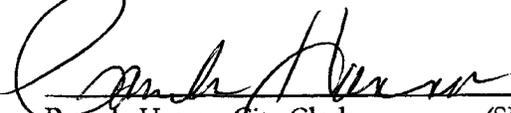
5. **Insurance Certificate.** Current certificate will expire on August 1, 2016 and a new certificate applying to the extended term must be provided prior to this date to Materials Management and the Contract Administrator.
6. **Non-discrimination.** Contractor must not discriminate against any employee 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.

CITY OF GLENDALE, an Arizona
municipal corporation



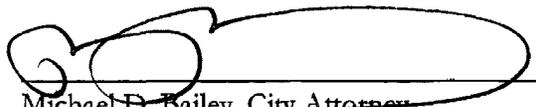
Kevin R. Phelps, City Manager

ATTEST:



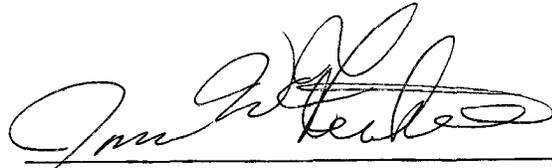
Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:



Michael D. Bailey, City Attorney

James, Cooke and Hobson, Inc.,
a Texas corporation



By: James W. Feickert
Its: Authorized Representative