

AMENDMENT NO. 2

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

This Amendment No. 2 ("Amendment") to Water Plant Pump Repairs, Replacement, Service, and Parts with James, Cooke, and Hobson Inc. ("Agreement") is made to be effective ____ day of _____, 2015 ("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 Contractor previously entered into an Agreement, Contract No. C-8410, dated March 26, 2013 ("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. 1, extending the term of the Agreement from March 1, 2014 through February 28, 2015; 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, 2015 through February 28, 2016, unless otherwise terminated or canceled as provided by the Agreement. All other provisions of the Agreement shall remain in their entirety.
- 3. **Scope of Work.** The Scope of Work remains unchanged.
- 4. **Compensation.** Contractor's compensation is unchanged and not to exceed \$250,000 for the new term.

5. **Insurance Certificate.** The existing insurance certificate is expiring and a new certificate applying to the extended term is required and must be received by the Contract Specialist prior to the execution of this Amendment.
6. **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

Richard A. Bowers
Acting City Manager

ATTEST:

Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

James, Cooke & Hobson Inc.,
a Texas Corporation
3501 E BROADWAY ROAD
Phoenix, AZ 85040-2833
Phone: 602.243.0585

JAMES W. FEICKERT
By: Jim W. Feickert
Its: SALOMAN