

AMENDMENT NO. 1
ONSITE AUTOMOTIVE AND HEAVY EQUIPMENT PARTS, REPAIR AND
SERVICES
(City of Glendale Solicitation No. 15-13, Contract No. C-10079)

This Amendment No. 1 ("Amendment") to the Onsite Automotive and Heavy Equipment Parts, Repair and Services ("Agreement") is made this ____ day of ___, 2017, ("Effective Date"), by and between the City of Glendale, an Arizona municipal corporation ("City") and Hempelman Auto Parts Co. Inc., dba NAPA Auto Parts, an Arizona corporation authorized to do business in Arizona ("Contractor").

RECITALS

- A. City and Hempelman Auto Parts Co., dba Napa Auto Parts ("Contractor") previously entered into Agreement for Onsite Automotive and Heavy Equipment Parts, Repair and Services, Contract No. C-10079, dated June 23, 2015 ("Agreement"); and
- B. The Agreement had an initial two (2)-year term beginning June 23, 2015 through June 22, 2017 and provided the option to extend for an additional three (3) years renewable in an annual basis; and
- C. 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 June 22, 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 is unchanged.
- 4. **Compensation.** The original compensation amount is being amended and increased to \$1,708,902.57 for fiscal year 2015-2016 or a maximum of \$9,083,810 over the full five-year period as per Exhibit A. This additional amount is within the general Scope of Work and is deemed necessary to best serve the interest of the City.

5. **Insurance Certificate.** Current certificate will expire on April 1, 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

Hempelman Auto Parts Co., Inc. dba
NAPA Auto Parts, an Arizona
corporation



By: David Hempelman
Its: President

AMENDMENT NO. 1

**AGREEMENT FOR ONSITE AUTOMOTIVE AND HEAVY EQUIPMENT PARTS, REPAIR
AND SERVICES**

(City of Glendale Solicitation No. RFP 15-13, Contract No. C-10079)

EXHIBIT A

COMPENSATION

The Compensation shall be amended as follows:

NOT-TO-EXCEED AMOUNT

The compensation is increased to \$1,708,902.57 for fiscal year 2015-2016 and a maximum of \$9,083,810 over the full five-year period. This increase is needed to cover higher parts volume due to an increase in the number of vehicle and equipment repairs and maintenance being accomplished as vacant mechanic positions continue to be filled, and also to extend the hours of the parts operation from 6:30 a.m. - 6:30 p.m. to 6:30 a.m. – 11:00 p.m. to align with the hours of the Fleet Management Division.

DETAILED PROJECT COMPENSATION

The City will reimburse the contractor for all operational expenses and overhead plus an 8% markup on all parts.