

AMENDMENT NO. 4  
HVAC SERVICE AND REPAIRS  
(Maricopa County Contract No. 15049-S, Contract No. C10874)

This Amendment No. 4 ("Amendment") to the HVAC Service and Repairs ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2020, ("Effective Date"), by and between the City of Glendale, an Arizona municipal corporation ("City") and Sun Mechanical Contracting, an Arizona corporation authorized to do business in Arizona ("Contractor").

RECITALS

- A. City and Sun Mechanical Contracting ("Contractor") previously entered into a Linking Agreement, Contract No. C-10874, dated March 24, 2016 ("Agreement"); and
- B. The original Maricopa Contract, Contract No. 15049-S had an initial term beginning November 1, 2015 through October 31, 2017, with the option to extend an additional four (4) years in one-year increments; and
- C. On October 10, 2017, City and Contractor previously entered into Amendment No. 1 increasing the compensation in an amount not to exceed \$800,000 for the entire term of the Agreement; and
- D. On or about November 1, 2017, City and Contractor previously entered into Contract Extension No. 1 extending the term of the agreement from November 1, 2017 through October 31, 2018; and
- E. On November 1, 2018, City and Contractor previously entered into Contract Extension No. 2 extending the term of the agreement from November 1, 2018 through October 31, 2019; and
- F. On June 25, 2019, City and Contractor previously entered into Amendment No. 2 increasing the compensation in an amount not to exceed \$1,600,000 for the entire term of the Agreement; and
- G. On November 18, 2019, City and Contractor previously entered into Contract Extension No. 3 extending the term of the agreement from November 18, 2019 through October 31, 2021; and
- H. City and Contractor previously entered into Amendment No. 3 increasing the compensation in an amount not to exceed \$2,350,000 for the entire term of the Agreement.
- I. 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.
3. **Scope of Work.** The Scope of Work is unchanged.
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 \$3,350,000 for the entire term of the contract (initial plus any extensions).
5. **Insurance Certificate.** Current certificate will expire on 4/1/2021. 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. Unless and until the District Court's injunction in *Jordabl v Brnovich*, 336 F. Supp.3d 1016 (D. Ariz. 2018) is stayed or lifted, the Anti-Israel Boycott Provision (A.R.S. § 35-393.01 (A)) (if applicable to this agreement) is unenforceable and the City will take no action to enforce it.
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.

CITY OF GLENDALE, an Arizona  
municipal corporation

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Kevin R. Phelps, City Manager

ATTEST:

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Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

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Michael D. Bailey, City Attorney

Sun Mechanical Contracting,  
an Arizona Corporation

 9-10-2020

By: Jake Hunter

Its: Operations Manager

