



**PURCHASING ITEM
FOR
COUNCIL AGENDA**

1. Agenda Item Number:

20

2. Council Meeting Date:
April 24, 2014

TO: MAYOR & COUNCIL
THROUGH: CITY MANAGER

3. Date Prepared: April 4, 2014

4. Requesting Department: Municipal Utilities

5. SUBJECT: Amendment No. 4 to Agreement No. WA0-936-2649 for water/wastewater equipment repair and maintenance.

6. RECOMMENDATION: Staff recommends City Council approval of Amendment No. 4, extending Agreement No. WA0-936-2649 with Phoenix Pumps, Inc., Foster Electric Motor Service, Inc., Arizona Pneumatic Systems, Inc., Gilbert Pump & Equipment Co., Weber Water Resources, LLC, Precision Electric Co., Inc., Keller Electrical, Inc., Layne Christensen Company, and Hennesy Mechanical Sales, LLC, for water/wastewater equipment repair and maintenance, for one-year, in a total combined amount not to exceed \$1,900,000.

7. HISTORICAL BACKGROUND/DISCUSSION: The Water and Wastewater divisions of the Municipal Utilities Department require an ongoing contract for repair and maintenance of pumps and pumping equipment. The equipment serviced includes water production wells, booster pumps, raw water and high service pumps at the Surface Water Treatment Plant; injection wells and pressure pumps at the Reverse Osmosis Facility; submersible pumps, vertical pump turbines, mixers, and sludge pumps at the Airport Water Reclamation Facility; and the submersible pumps and aerators at Lone Butte Wastewater Treatment Facility. Additionally, the Wastewater Collections division has an ongoing maintenance contract for the City's various lift stations. The contract also includes repairing storm water pumps for the Streets division, replacement of pumps at Desert Breeze Park, and maintenance on other pumps/equipment used in the Parks division.

8. EVALUATION PROCESS: In June 2010, Council approved award of a Request for Proposals (RFP) for water/wastewater equipment repair and maintenance to Phoenix Pumps, Inc., Foster Electric Motor Service, Inc., Arizona Pneumatic Systems, Inc., Gilbert Pump & Equipment Co., Weber Water Resources, LLC, Precision Electric Co., Inc., Keller Electrical, Inc., Layne Christensen Company, and Hennesy Mechanical Sales, LLC. The agreements were awarded for one-year with provisions to extend four additional one-year periods.

The term of this amendment will be July 1, 2014, through June 30, 2015. This is the fourth and final extension of the original agreements. There have been no price increases to goods and/or services related to these agreements; however, staff anticipates an increase in demand, resulting in a cost increase.

9. FINANCIAL IMPLICATIONS:

Costs: \$1,900,000
Savings: N/A
Long Term Costs: N/A

<u>Acct. No.:</u>	<u>Fund Name:</u>	<u>Program Name:</u>	<u>CIP Funded:</u>	<u>Funds:</u>
605.3860.6713.0.0.0	Water Operating	Wells/Pumps	No	\$ 750,000
616.3930.5219.0.0.0	WW Industrial Process	Other Professional Services	No	\$ 200,000
615.3940.5316.0.0.0	Wastewater Operating	Machinery & Equipment	No	\$ 150,000
615.3960.5316.0.0.0	Wastewater Operating	Machinery & Equipment	No	\$ 350,000
615.3900.5219.0.0.0	Wastewater Operating	Other Professional Services	No	\$ 150,000
615.3970.5219.0.0.0	Wastewater Operating	Other Professional Services	No	\$ 150,000
412.3310.6511.0.6ST291	Storm Sewer GO Bond	Misc. Storm Drain Improvements	Yes	\$ 20,000
420.4580.6611.0.6PR049	Park Bonds	Existing Neighborhood Park Improvements	Yes	\$ 50,000
101.4530.5419.0.0.0	General Fund	Other Equipment R&M	No	\$ 20,000
101.4520.5419.0.0.0	General Fund	Other Equipment R&M	No	\$ 40,000
101.3200.5419.0.0.0	General Fund	Other Equipment R&M	No	\$ 20,000
			Total:	\$1,900,000

10. PROPOSED MOTION: Move City Council approve Amendment No. 4, extending Agreement No. WA0-936-2649 with Phoenix Pumps, Inc., Foster Electric Motor Service, Inc., Arizona Pneumatic Systems, Inc., Gilbert Pump & Equipment Co., Weber Water Resources, LLC, Precision Electric Co., Inc., Keller Electrical, Inc., Layne Christensen Company, and Hennesy Mechanical Sales, LLC, for water/wastewater equipment repair and maintenance, for one-year, in a total combined amount not to exceed \$1,900,000.

APPROVALS

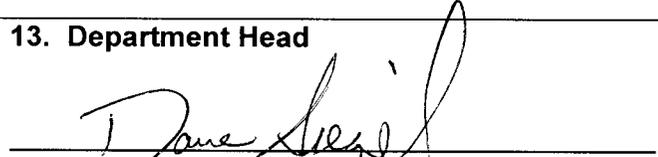
11. Requesting Department


John Knudson, Utilities Engineering Manager

12. Procurement Officer.


Mike Mandt, CPPB

13. Department Head


Dave Siegel, Municipal Utilities Director

14. Acting City Manager


Rich Dlugas

AMENDMENT NUMBER FOUR
TO AGREEMENT BETWEEN THE CITY OF CHANDLER
AND
PHOENIX PUMPS INC.
FOR WATER AND WASTEWATER EQUIPMENT REPAIR
AGREEMENT NO. WA0-936-2649

This Amendment # 4 to that certain Agreement between the City of Chandler (CITY) and Phoenix Pumps Inc. (CONTRACTOR) for Water and Wastewater Equipment Repair dated June 30, 2010 entered into this 31st day of March, 2014.

WHEREAS, the parties entered into contract for one year with provisions to extend up to four additional one year periods;

WHEREAS, the parties have executed three of the extensions available; and

WHEREAS, the parties have agreed to execute the fourth one year extension.

NOW THEREFORE, the parties agree as follows:

1. Section 4.1, Price of the Agreement is hereby amended to read as follows:

CITY shall pay to CONTRACTOR an amount not to exceed one million nine hundred thousand dollars (\$1,900,000.00) when added to companion agreements for the work and services described herein, which sum shall include all costs or expenses incurred by CONTRACTOR, payable as set forth in Exhibit C, attached hereto and made a part hereof by reference.

2. Term, Section 5.1, the Term of the Agreement, is hereby amended to extend the Agreement for a one-year period, July 1, 2014 through June 30, 2015.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names this _____ day of _____, 2014.

CITY OF CHANDLER:

By: _____
Mayor

CONTRACTOR:

By: Scott Shup
Title: Service Manager

APPROVED AS TO FORM:

City Attorney *CF*

ATTEST:

City Clerk

ATTEST: (If corporation)

Suzanna L. Graham
Secretary

WITNESS: (If individual or Partnership)

[SEAL]

AMENDMENT NUMBER FOUR
TO AGREEMENT BETWEEN THE CITY OF CHANDLER
AND
PRECISION ELECTRIC CO. INC.
FOR WATER AND WASTEWATER EQUIPMENT REPAIR
AGREEMENT NO. WA0-936-2649

This Amendment # 4 to that certain Agreement between the City of Chandler (CITY) and Precision Electric Co. Inc. (CONTRACTOR) for Water and Wastewater Equipment Repair dated June 30, 2010 entered into this 19 day of March, 2014.

WHEREAS, the parties entered into contract for one year with provisions to extend up to four additional one year periods;

WHEREAS, the Parties have executed three of the extensions available; and

WHEREAS, the parties have agreed to execute the fourth one year extension.

NOW THEREFORE, the parties agree as follows:

1. Section 4.1, Price of the Agreement is hereby amended to read as follows:

CITY shall pay to CONTRACTOR an amount not to exceed one million nine hundred thousand dollars (\$1,900,000.00) when added to companion agreements for the work and services described herein, which sum shall include all costs or expenses incurred by CONTRACTOR, payable as set forth in Exhibit C, attached hereto and made a part hereof by reference.

2. Term, Section 5.1, the Term of the Agreement, is hereby amended to extend the Agreement for a one-year period, July 1, 2014 through June 30, 2015.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names this _____ day of _____, 2014.

CITY OF CHANDLER:

By: _____
Mayor

APPROVED AS TO FORM:

City Attorney *CZ*

ATTEST:

City Clerk

CONTRACTOR:

By: *Ron Dale*
Title: *Vice President*

ATTEST: (If corporation)

Ron Dale
Secretary

WITNESS: (If individual or Partnership)

[SEAL]

AMENDMENT NUMBER FOUR
TO AGREEMENT BETWEEN THE CITY OF CHANDLER
AND
FOSTER ELECTRIC MOTOR SERVICE INC.
FOR WATER AND WASTEWATER EQUIPMENT REPAIR
AGREEMENT NO. WA0-936-2649

This Amendment # 4 to that certain Agreement between the City of Chandler (CITY) and Foster Electric Motor Service Inc. (CONTRACTOR) for Water and Wastewater Equipment Repair dated June 30, 2010 entered into this ____ day of _____, 2014.

WHEREAS, the parties entered into contract for one year with provisions to extend up to four additional one year periods;

WHEREAS, the parties have executed three of the extensions available; and

WHEREAS, the parties have agreed to execute the fourth one year extension.

NOW THEREFORE, the parties agree as follows:

1. Section 4.1, Price of the Agreement is hereby amended to read as follows:

CITY shall pay to CONTRACTOR an amount not to exceed one million nine hundred thousand dollars (\$1,900,000.00) when added to companion agreements for the work and services described herein, which sum shall include all costs or expenses incurred by CONTRACTOR, payable as set forth in Exhibit C, attached hereto and made a part hereof by reference.

2. Term, Section 5.1, the Term of the Agreement, is hereby amended to extend the Agreement for a one-year period, July 1, 2014 through June 30, 2015.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names this ____ day of _____, 2014.

CITY OF CHANDLER:

By: _____
Mayor

APPROVED AS TO FORM:

City Attorney *CH*

ATTEST:

City Clerk

CONTRACTOR:

By: *Umelisa R. Puentes*
Title: Administration

ATTEST: (If corporation)

[Signature]
Secretary

WITNESS: (If individual or Partnership)

[SEAL]

AMENDMENT NUMBER FOUR
TO AGREEMENT BETWEEN THE CITY OF CHANDLER
AND
KELLER ELECTRICAL INC.
FOR WATER AND WASTEWATER EQUIPMENT REPAIR
AGREEMENT NO. WA0-936-2649

This Amendment # 4 to that certain Agreement between the City of Chandler (CITY) and Keller Electrical Inc. (CONTRACTOR) for Water and Wastewater Equipment Repair dated June 30, 2010 entered into this ___ day of _____, 2014.

WHEREAS, the parties entered into contract for one year with provisions to extend up to four additional one year periods;

WHEREAS, the parties have executed three of the extensions available; and

WHEREAS, the parties have agreed to execute the fourth one year extension.

NOW THEREFORE, the parties agree as follows:

1. Section 4.1, Price of the Agreement is hereby amended to read as follows:

CITY shall pay to CONTRACTOR an amount not to exceed one million nine hundred thousand dollars (\$1,900,000.00) when added to companion agreements for the work and services described herein, which sum shall include all costs or expenses incurred by CONTRACTOR, payable as set forth in Exhibit C, attached hereto and made a part hereof by reference.

2. Term, Section 5.1, the Term of the Agreement, is hereby amended to extend the Agreement for a one-year period, July 1, 2014 through June 30, 2015.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names this 20th day of March, 2014.

CITY OF CHANDLER:

By: _____
Mayor

APPROVED AS TO FORM:

City Attorney *ca*

ATTEST:

City Clerk

CONTRACTOR:

By: _____
Title: V.P. & CFO

ATTEST: (If corporation)

Secretary

WITNESS: (If individual or Partnership)

[SEAL]

AMENDMENT NUMBER FOUR
TO AGREEMENT BETWEEN THE CITY OF CHANDLER
AND
ARIZONA PNEUMATIC SYSTEMS, INC.
FOR WATER AND WASTEWATER EQUIPMENT REPAIR
AGREEMENT NO. WA0-936-2649

This Amendment # 4 to that certain Agreement between the City of Chandler (CITY) and Arizona Pneumatic Systems, Inc., (CONTRACTOR) for Water and Wastewater Equipment Repair dated June 30, 2010 entered into this 27 day of March, 2014.

WHEREAS, the parties entered into contract for one year with provisions to extend up to four additional one year periods;

WHEREAS, the parties have executed three of the extensions available; and

WHEREAS, the parties have agreed to execute the fourth one year extension.

NOW THEREFORE, the parties agree as follows:

1. Section 4.1, Price of the Agreement is hereby amended to read as follows:

CITY shall pay to CONTRACTOR an amount not to exceed one million nine hundred thousand dollars (\$1,900,000.00) when added to companion agreements for the work and services described herein, which sum shall include all costs or expenses incurred by CONTRACTOR, payable as set forth in Exhibit C, attached hereto and made a part hereof by reference.

2. Term, Section 5.1, the Term of the Agreement, is hereby amended to extend the Agreement for a one-year period, July 1, 2014 through June 30, 2015.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names this 27 day of March, 2014.

CITY OF CHANDLER:

By: _____
Mayor

CONTRACTOR:

By: [Signature]
Title: General Manager

APPROVED AS TO FORM:

City Attorney CA

ATTEST:

City Clerk

ATTEST: (If corporation)

[Signature]
Secretary

WITNESS: (If individual or Partnership)



AMENDMENT NUMBER FOUR
TO AGREEMENT BETWEEN THE CITY OF CHANDLER
AND
WEBER WATER RESOURCES, LLC
FOR WATER AND WASTEWATER EQUIPMENT REPAIR
AGREEMENT NO. WA0-936-2649

This Amendment # 4 to that certain Agreement between the City of Chandler (CITY) and Weber Water Resources, LLC (CONTRACTOR) as successor to Weber Group, LLC for Water and Wastewater Equipment Repair dated June 30, 2010 entered into this ___ day of _____, 2014.

WHEREAS, the parties entered into contract for one year with provisions to extend up to four additional one year periods;

WHEREAS, the parties have executed three of the extensions available; and

WHEREAS, the parties have agreed to execute the fourth one year extension.

NOW THEREFORE, the parties agree as follows:

1. Section 4.1, Price of the Agreement is hereby amended to read as follows:

CITY shall pay to CONTRACTOR an amount not to exceed one million nine hundred thousand dollars (\$1,900,000.00) when added to companion agreements for the work and services described herein, which sum shall include all costs or expenses incurred by CONTRACTOR, payable as set forth in Exhibit C, attached hereto and made a part hereof by reference.

2. Term, Section 5.1, the Term of the Agreement, is hereby amended to extend the Agreement for a one-year period, July 1, 2014 through June 30, 2015.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names this _____ day of _____, 2014.

CITY OF CHANDLER:

CONTRACTOR:

By: _____
Mayor

By: *Judith Hegadkes*
Title: Director

APPROVED AS TO FORM:

City Attorney *CH*

ATTEST: (If corporation)

ATTEST:

Secretary

City Clerk

WITNESS: (If individual or Partnership)

[SEAL]

AMENDMENT NUMBER FOUR
TO AGREEMENT BETWEEN THE CITY OF CHANDLER
AND
HENNESY MECHANICAL SALES, LLC
FOR WATER AND WASTEWATER EQUIPMENT REPAIR
AGREEMENT NO. WA0-936-2649

This Amendment # 4 to that certain Agreement between the City of Chandler (CITY) and Hennesy Mechanical Sales, LLC (CONTRACTOR) for Water and Wastewater Equipment Repair dated June 30, 2010 entered into this ___ day of _____, 2014.

WHEREAS, the parties entered into contract for one year with provisions to extend up to four additional one year periods;

WHEREAS, the parties have executed three of the extensions available; and

WHEREAS, the parties have agreed to execute the fourth one year extension.

NOW THEREFORE, the parties agree as follows:

1. Section 4.1, Price of the Agreement is hereby amended to read as follows:

CITY shall pay to CONTRACTOR an amount not to exceed one million nine hundred thousand dollars (\$1,900,000.00) when added to companion agreements for the work and services described herein, which sum shall include all costs or expenses incurred by CONTRACTOR, payable as set forth in Exhibit C, attached hereto and made a part hereof by reference.

2. Term, Section 5.1, the Term of the Agreement, is hereby amended to extend the Agreement for a one-year period, July 1, 2014 through June 30, 2015.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names this _____ day of _____, 2014.

CITY OF CHANDLER:

By: _____
Mayor

APPROVED AS TO FORM:

City Attorney *CH*

ATTEST:

City Clerk

CONTRACTOR:

By: *Jesper*
Title: Vice President SALES

ATTEST: (If corporation)

Secretary

WITNESS: (If individual or Partnership)

[Signature]

[SEAL]

AMENDMENT NUMBER FOUR
TO AGREEMENT BETWEEN THE CITY OF CHANDLER
AND
GILBERT PUMP EQUIPMENT CO.
FOR WATER AND WASTEWATER EQUIPMENT REPAIR
AGREEMENT NO. WA0-936-2649

This Amendment # 4 to that certain Agreement between the City of Chandler (CITY) and Gilbert Pump Equipment Co. (CONTRACTOR) for Water and Wastewater Equipment Repair dated June 30, 2010 entered into this ___ day of _____, 2014.

WHEREAS, the parties entered into contract for one year with provisions to extend up to four additional one year periods;

WHEREAS, the parties have executed three of the extensions available; and

WHEREAS, the parties have agreed to execute the fourth one year extension.

NOW THEREFORE, the parties agree as follows:

1. Section 4.1, Price of the Agreement is hereby amended to read as follows:

CITY shall pay to CONTRACTOR an amount not to exceed one million nine hundred thousand dollars (\$1,900,000.00) when added to companion agreements for the work and services described herein, which sum shall include all costs or expenses incurred by CONTRACTOR, payable as set forth in Exhibit C, attached hereto and made a part hereof by reference.

2. Term, Section 5.1, the Term of the Agreement, is hereby amended to extend the Agreement for a one-year period, July 1, 2014 through June 30, 2015.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names this _____ day of _____, 2014.

CITY OF CHANDLER:

By: _____
Mayor

CONTRACTOR: GILBERT PUMP & EQUIPMENT CO.

By: 
Title: PRESIDENT

APPROVED AS TO FORM:

City Attorney *CH*

ATTEST:

City Clerk

ATTEST: (If corporation)

Secretary

WITNESS: (If individual or Partnership)

[SEAL]



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/27/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lovitt & Touche' Inc - Phoenix P. O. Box 64985 Phoenix AZ 85082	CONTACT NAME: Jackie Wanta	FAX (A/C, No): 602-956-2258	
	PHONE (A/C, No, Ext): 602-956-2250	E-MAIL ADDRESS: jwanta@lovitt-touche.com	
INSURED Gilbert Pump & Equipment Co. P.O. Box 20216 Phoenix AZ 85036-0216	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Amerisure Insurance Company		
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		

COVERAGES CERTIFICATE NUMBER: 808402432 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y	Y	CPP20740590301	1/1/2014	1/1/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	CA20740580301	1/1/2014	1/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0	Y	Y	CU20740600301	1/1/2014	1/1/2015	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC207406103	1/1/2014	1/1/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Installation Floater Special Form Deduct: \$1,000			CPP20740590301	1/1/2014	1/1/2015	At Jobsite \$500,000 In Transit \$50,000 At Temp. Location \$50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate Holder and owner (if applicable) are additional insureds as respects general and auto liability if required in a written contract. Waiver of Subrogation applies to the general liability and workers compensation if required in a written contract. The general liability insurance is primary and certificate holder's insurance is non-contributory if required by written contract.
Additional Insured: City of Chandler's agents, representatives, officers, directors, officials and employees and Town of Gilbert. RE: Wastewater Equipment Repair and Maintenance Contract; Contract No. WAO-936-2649.

CERTIFICATE HOLDER City of Chandler Purchase & Materials Division 249 E. Chicago Street Chandler AZ 85225-5550	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>David Wilder</i>

**AMENDMENT NUMBER FOUR
TO AGREEMENT BETWEEN THE CITY OF CHANDLER
AND
LAYNE CHRISTENSEN COMPANY
FOR WATER AND WASTEWATER EQUIPMENT REPAIR
AGREEMENT NO. WA0-938-2649**

This Amendment # 4 to that certain Agreement between the City of Chandler (CITY) and Layne Christensen Company (CONTRACTOR) for Water and Wastewater Equipment Repair dated June 30, 2010 entered into this ___ day of _____, 2014.

WHEREAS, the parties entered into contract for one year with provisions to extend up to four additional one year periods;

WHEREAS, the parties have executed three of the extensions available; and

WHEREAS, the parties have agreed to execute the fourth one year extension.

NOW THEREFORE, the parties agree as follows:

1. Section 4.1, Price of the Agreement is hereby amended to read as follows:

CITY shall pay to CONTRACTOR an amount not to exceed one million nine hundred thousand dollars (\$1,900,000.00) when added to companion agreements for the work and services described herein, which sum shall include all costs or expenses incurred by CONTRACTOR, payable as set forth in Exhibit C, attached hereto and made a part hereof by reference.

2. Term, Section 5.1, the Term of the Agreement, is hereby amended to extend the Agreement for a one-year period, July 1, 2014 through June 30, 2015.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names this _____ day of _____, 2014.

CITY OF CHANDLER:

By: _____
Mayor

CONTRACTOR:

By: David Pastly
Title: ACCOUNT MANAGER

APPROVED AS TO FORM:

City Attorney *CH*

ATTEST:

City Clerk

ATTEST: (If corporation)

B. J. Stone
Secretary

WITNESS: (If individual or Partnership)

[SEAL]

