

CITY CLERK ORIGINAL

C-7624-4
06/16/2015

AMENDMENT NO. 4 FLOOD IRRIGATION SERVICES RFP 11-33 Agreement No. C-7624

This Amendment to the Agreement is made this 16 day of June, 2015, by and between the City of Glendale, an Arizona municipal corporation ("City") and Luebkin & Walker Enterprises, Inc., an Arizona corporation authorized to do business in Arizona, and currently doing business as Salt River Irrigation ("Contractor").

RECITALS

- A. City and Contractor previously entered into an Agreement, Contract No. C-7624, dated April 7, 2011 ("Agreement"); and
- B. The Agreement had an initial one-year term beginning April 7, 2011 through April 6, 2012, and provided the option to extend the term for an additional ~~four~~ ^{five} ~~years~~ ^{years} in one-year increments; and
- C. City and Contractor previously entered into Amendment No. 1, extending the term of the Agreement from April 7, 2012 through April 6, 2013; and
- D. City and Contractor previously entered into Amendment No. 2, extending the term of the Agreement from April 7, 2013 through April 6, 2014; and
- E. City and Contractor previously entered into Amendment No. 3, extending the term of the Agreement from April 7, 2014 through April 6, 2015; and
- F. City and Contractor wish to modify and amend the Agreement subject to and strictly in accordance with the terms of this Amendment.

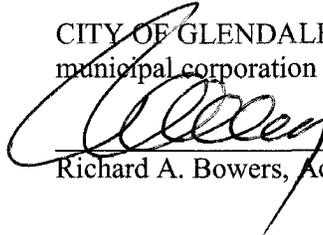
AGREEMENT

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 April 7, 2015 through April 6, 2016, unless otherwise terminated or canceled as provided by the Agreement.

3. **Compensation.** The compensation of the Agreement is amended as of April 7, 2015 and the third paragraph of Exhibit B of the agreement shall be revised to read "Hourly rate for flood irrigation services @ \$15.28 per hour. The hourly rate shall include all expenses associated with providing the services including staff time, fuel charges, equipment, tools and supplies."
4. **Insurance Certificate.** The existing insurance certificate is expiring. The Contractor shall provide to the City a new certificate with the same coverages for the extended term prior to expiration of the existing insurance certificate or prior to performing services under this agreement.
5. **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:



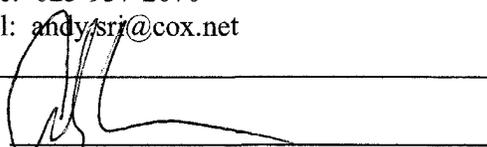
Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:



Michael Bailey, City Attorney

Luebkin & Walker Enterprises, Inc., d.b.a.
Salt River Irrigation
PO Box 1582
Glendale, AZ 85311
Phone: 623-937-2070
Email: andy@sri@cox.net

By: 

Its: _____