

AMENDMENT NO. 4
(RESIDENTIAL ROOF REPAIR PROGRAM)
(RFP 12- 40, Contract No. C-8926)

This Amendment No. 4 ("Amendment") to the (Residential Roof Repair Program) ("Agreement") is made this 26 day of May, 2016, ("Effective Date"), by and between the City of Glendale, an Arizona municipal corporation ("City") and (Jim Brown and Sons Roofing), a(n) (Contractor) authorized to do business in Arizona ("Contractor").

RECITALS

- A. City and Jim Brown and Sons Roofing ("Contractor") previously entered into Residential Roof Repair Program, Contract No. C-8926, dated June 28, 2012("Agreement"); and
- B. The Agreement, which was based on the Contractor's Response to an invitation for bids, IFB-12-40, provided an initial term of one (1) year, and the option to extend the contract in four (4) one-year increments. The City has so far exercised three (3) renewal options by prior amendments.
- C. The Parties exercised the third renewal option and extend this contract for the period June 29, 2015 through June 28, 2016.
- D. The Parties now wish to exercise the remaining renewal options for the period June 29, 2016 through June 28, 2017.
- E. 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 (June 29, 2016) through (June 28, 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 amount of compensation the Contractor may receive during the renewal term herein shall not exceed \$100,000.00. The cost of the work to be

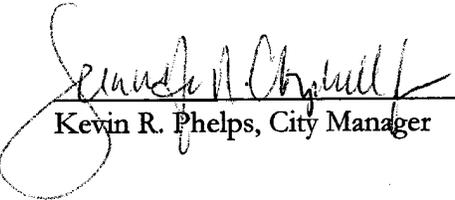
performed shall be charged and billed by the Contractor in accordance with the price sheet (section 5) submitted with the IFB and agreed upon by the parties in the original contract.

5. **Insurance Certificate.** Current certificate will expire on (2/16/17) 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.

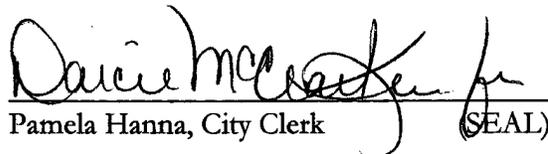
7. **Ratification of Agreement.** City and Contractor hereby agree that except as expressly provided herein, the provisions of the Agreement shall be, and remain in full force and effect and that if any provision of this Amendment conflicts with the Agreement, then the provisions of this Amendment shall prevail.

CITY OF GLENDALE, an Arizona
municipal corporation



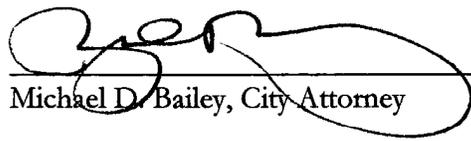
Kevin R. Phelps, City Manager

ATTEST:



Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:



Michael D. Bailey, City Attorney

Jim Brown and Sons Roofing


By: Scott Brown
Its: Vice President