

AMENDMENT NO. 1
**FIRE, INTRUSION DETECTION AND RADIO READ COMMUNICATION
SYSTEMS SOLUTIONS**

(City of Glendale Solicitation No. 19-36, Contract No. C19-0850)

This Amendment No. 1 (“Amendment”) to the Fire, Intrusion Detection and Radio Read Communication Systems Solutions (Agreement”) is made this _____ day of _____, 2022, (“Effective Date”), by and between the City of Glendale, an Arizona municipal corporation (“City”) and Climatec, LLC, an Arizona limited liability company, authorized to do business in Arizona (“Contractor”).

RECITALS

- A. City and Climatec, LLC (“Contractor”) previously entered into an Agreement for Fire, Intrusion Detection and Radio Read Communication Systems Solutions, Contract No. C19-0850, dated September 13, 2019 (“Agreement”); and
- B. The Agreement had an initial one-year term beginning September 13, 2019 through September 12, 2020 and provided the option to extend for an additional four (4) years renewable on an annual basis; and
- C. City and Contractor previously entered into Contract Extension No. 1, extending the term of the Agreement from September 13, 2020 through September 12, 2021; and
- D. City and Contractor previously entered into Contract Extension No. 2, extending the term of the Agreement from September 13, 2021 through September 12, 2022; and
- E. City and Contractor previously entered into Contract Extension No. 3, extending the term of the Agreement from September 13, 2022 through September 12, 2023; 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 is unchanged.
- 3. **Scope of Work.** The Scope of Work is unchanged.

4. **Compensation.** The Compensation is amended by increasing the amount by \$3,000,000 for a new not-to-exceed amount of \$4,000,000 over the entire term of the Agreement and pricing is to be changed at the rates provided in Exhibit A to this Amendment.
5. **Insurance Certificate.** Certificate expired on January 1, 2022. A new certificate applying to the extended term of this Agreement must be provided to Materials Management and the Contract Administrator immediately. The Amendment, including the term extension, will not take effect unless and until a new certificate demonstrating adequate insurance coverage is provided by Contractor.
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.** To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from 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

Climatec, LLC, an Arizona limited
liability company



By: Natalie Taylor

Its: Director of Service

October 16, 2022

City of Glendale
Attn: Gilbert Garcia, Contract Monitor
ggarcia1@glendaleaz.com

Re: City of Glendale Solicitation No. RFP 19-36 Agreement
Addition Requests Dear Mr. Garcia,

Pending the approval of City of Glendale, we are requesting for the following language and revised pricing workbook requests to be added to RFP 19-36 (Fire, Intrusion Detection and Radio Read Communication System Solutions).

Language Addition:

1. Climatec will utilize subcontractors for scopes of work that involve electrical, underground, and specialty equipment.

Revised Pricing Workbook Additions:

**Fire, Intrusion Detection & Monitoring Communication System Solutions
(Inspection & Testing)**

Item No.	Description	Unit of Measure	Estimated Annual Quantity	Unit Price (Per Each)	Proposed Frequency Per Year	Total Cost Per Year	Reg. Hour Unit Price	After Hours Unit Price	Weekend of Holiday Hours	Discount
11	Backflow Forward Flow	Per Each	N/A	\$600	1	N/A	\$85.00	\$127.50	\$127.50	N/A
12	3 Year Pre-Action Trip Test	Per Each	N/A	\$400	N/A	N/A	\$85.00	\$127.50	\$127.50	N/A
13	5 Year System Internal	Per Each	N/A	\$1,250	N/A	N/A	\$85.00	\$127.50	\$127.50	N/A
14	5 Year Standpipe	Per Each Stairwell	N/A	\$1,000	N/A	N/A	\$85.00	\$127.50	\$127.50	N/A
15	Hose Valve Inspection	Per Each Hose	N/A	\$600	1	N/A	\$85.00	\$127.50	\$127.50	N/A
16	20/ 50 Year Head Testing	Per Each Test Kit	N/A	\$1,520	N/A	N/A	\$85.00	\$127.50	\$127.50	N/A
17	5 Year Check Valve	Per Each	N/A	\$250	N/A	N/A	\$85.00	\$127.50	\$127.50	N/A