

AMENDMENT NO. 1
HVAC MAINTENANCE, REPAIR, AND EMERGENCY SERVICES
(Mesa Energy Systems, Inc. dba Emcor Services Arizona, Inc., Contract No. C22-0633)

This Amendment No. 1 (“Amendment”) to the Linking Agreement (“Agreement”) is made this _____ day of _____, 2022, (“Effective Date”), by and between the City of Glendale, an Arizona municipal corporation (“City”) and Mesa Energy System, Inc. dba Emcor Services Arizona, Inc., a California corporation company authorized to do business in Arizona (“Contractor”).

RECITALS

- A. On June 28, 2022, City and Mesa Energy, Inc. dba Emcor Services, Inc. (“Contractor”) previously entered into Linking Agreement for HVAC Maintenance, Repair, and Emergency Services, Contract No. C22-0633, (“Agreement”); and
- B. The original State of Arizona contract, Contract No. CTR049764 had an initial term beginning May 20, 2020, through May 20, 2023, with the option to extend for an additional two (2) one-year periods; and
- C. On June 6, 2022, Mechanical Products BAS Inc. (MPBAS) was acquired by Mesa Energy Systems, Inc. dba Emcor Services Arizona. Mechanical Products BAS Inc. transfers all rights and responsibilities to Mesa Energy Systems, Inc. dba Emcor Services Arizona who hereby accepts the same; and
- D. Because of the merger of these two companies, the parties agree that MPBAS' prior contract with the City (C21-0567) is hereby terminated and all work performed thereunder shall now be performed by Mesa Energy, Inc. pursuant to the Agreement.; and
- 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 unchanged.
- 3. **Scope of Work.** The Scope of Work previously appended to City Contract #C21-0567 is hereby incorporated by reference and is an enforceable part of this

Agreement. The Scope of Work from City of Glendale Contract #C21-0567 and this Agreement are accordingly combined.

4. **Compensation.** The compensation available under this Agreement increased by \$3,000,000 for a new not-to-exceed amount of \$4,500,000, to provide for performance of all work in the combined Scope of Work as defined in Section 3 above.
5. **Insurance Certificate.** Current certificate expired on October 01, 2022. A new certificate applying to the extended term must be provided immediately as a condition precedent to this Amendment becoming effective. If the new insurance certificate is not provided within 30 days of the approval of this Amendment by the City, this Agreement shall become null and void.
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

Mesa Energy Systems, Inc., dba
Emcor Services Arizona, Inc.
a California corporation



By: Stephen P. Hunt
Its: SCP & Chief Financial Officer

4/29/2021