

**FIRST AMENDMENT
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
BEL-AIRE MECHANICAL, INC.**

THIS FIRST AMENDMENT TO COOPERATIVE PURCHASING AGREEMENT (this “First Amendment”) is entered into as of October 6, 2015, between the Town of Fountain Hills, an Arizona municipal corporation (the “Town”), and Bel-Aire Mechanical, Inc., an Arizona corporation (the “Contractor”).

RECITALS

A. After a competitive procurement process, Maricopa County, Arizona (the “County”) entered into Serial Contract No. 08136-S, dated June 17, 2009, and extended by that certain Contract Extension dated September 24, 2015, with the Contractor for the Contractor to provide heating, ventilation and air conditioning service and repair (the “County Contract”). A copy of the September 24, 2015, Contract Extension is attached hereto as Exhibit 1 and incorporated herein by reference, to the extent not inconsistent with this Agreement.

B. The Town and the Contractor entered into a Cooperative Purchasing Agreement dated July 27, 2015, based upon the County Contract (the “Agreement”), for the Contractor to provide the Town with heating, ventilation and air conditioning maintenance and repair (the “Services and Materials”). All capitalized terms not otherwise defined in this First Amendment have the same meanings as contained in the Agreement.

C. The Town has determined that additional Services and Materials by the Contractor are necessary (the “Additional Services and Materials”).

D. The Town and the Contractor desire to enter into this First Amendment to (i) provide for the cost of and purchase additional Services and Materials and (ii) extend the term of the Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the Contractor hereby agree as follows:

1. Term of the Agreement. The term of the Agreement is hereby extended and shall remain in full force and effect until October 31, 2015, unless terminated as otherwise provided pursuant to the terms and conditions of the Agreement.

2. Compensation. The Town shall increase the compensation to Contractor by \$6,150.00 for the Services and Materials at the rates set forth in the County Contract, resulting in an increase of the total compensation from \$23,850.00 to an aggregate amount not to exceed \$30,000.00.

3. Effect of Amendment. In all other respects, the Agreement is affirmed and ratified and, except as expressly modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

4. Non-Default. By executing this First Amendment, the Contractor affirmatively asserts that (i) the Town is not currently in default, nor has been in default at any time prior to this First Amendment, under any of the terms or conditions of the Agreement and (ii) any and all claims, known and unknown, relating to the Agreement and existing on or before the date of this First Amendment are forever waived.

5. Conflict of Interest. This First Amendment and the Agreement may be canceled by the Town pursuant to ARIZ. REV. STAT. § 38-511.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date and year first set forth above.

“Town”

TOWN OF FOUNTAIN HILLS,
an Arizona municipal corporation



Grady E. Miller, Town Manager

ATTEST:



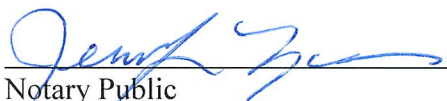
Bevelyn J. Bender, Town Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On October 8th, 2015, before me personally appeared Grady E. Miller, the Town Manager of the TOWN OF FOUNTAIN HILLS, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the Town of Fountain Hills.





Notary Public

(Affix notary seal here)

"Contractor"

BEL-AIRE MECHANICAL, INC.,
an Arizona corporation

By: Nicholas J. Ganem

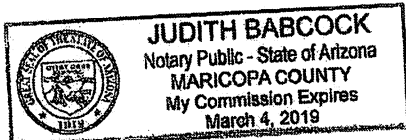
Name: Nicholas J. Ganem

Title: Vice President

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On October 10th, 2015, before me personally appeared Nicholas Ganem, the Vice President of BEL-AIRE MECHANICAL, INC., an Arizona corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he/she claims to be, and acknowledged that he/she signed the above document on behalf of the corporation.



(Affix notary seal here)

Judith Babcock
Notary Public

EXHIBIT 1
TO
FIRST AMENDMENT
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
BEL-AIRE MECHANICAL, INC.

[September 24, 2015 Contract Amendment]

See following pages.

**PLEASE SUBSTITUTE ATTACHED REVISED
PAGES TO SUBJECT CONTRACT.**

SERIAL 08136 - S

HVAC SERVICE AND REPAIR

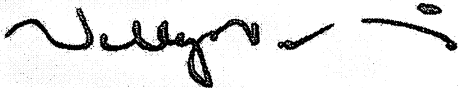
DATE OF LAST REVISION: September 24, 2015 CONTRACT END DATE: October 31, 2015

CONTRACT PERIOD THROUGH ~~JUNE 30, 2012~~ ~~SEPTEMBER 30~~ OCTOBER 31, 2015

TO: All Departments
FROM: Office of Procurement Services
SUBJECT: Contract for HVAC SERVICE AND REPAIR

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on June 17, 2009.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.



Wes Baysinger, Chief Procurement Officer
Office of Procurement Services

LA/jl
Attach

Copy to: Office of Procurement Services
Don Jeffery, Facilities Management
Cynthia Robinson, Department of Transportation

(Please remove Serial 01101-S from your contract notebooks)

SERIAL 08136-S

BEL-AIRE MECHANICAL, INC., 4201 N. 47TH AVE, PHOENIX, AZ 85031

OTHER:

- 1.10 Parts, components, units, etc., cost plus: 19 %
1.11 Labor, for services outside the scope of contract: \$59.00 /per hr.
1.12 Training (conducted at County location): \$59.00 /per hr.

Terms: 1% 10 days Net 30 days

Vendor Number: W000001391 X

Telephone Number: 623-846-~~8613 8675~~ **8664 8600**

Fax Number: 623-846-~~8713 8775~~ **8764 8700**

Contact Person: ~~Keri Merchant Jeff Jones Scott Wright Jane Smith~~
Howard Clifford, Judy Martin

E-mail Address: ~~kmerchant@belairemechanical.com jjones@belairemechanical.com~~
~~Swright jsmith@belairemechanical.com hclifford@belairemechanical.com~~
imartin@belairemechanical.com

Certificates of Insurance Required

Contract Period: To cover the period ending ~~June 30, 2012 September 30~~ **October 31, 2015.**