

AMENDMENT NO. 4  
Elevator/Vertical Transportation Unit Maintenance  
(City of Glendale, Contract No. C18-0755)

This Amendment No. 4 ("Amendment") to the Elevator/Vertical Transportation unit Maintenance ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, ("Effective Date"), by and between the City of Glendale, an Arizona municipal corporation ("City") and Arizona Elevator Solutions Inc., an Arizona corporation authorized to do business in Arizona ("Contractor").

RECITALS

- A. City and Arizona Elevator Solutions Inc. ("Contractor") previously entered into Linking Agreement, Contract No. C18-0755, dated August 21, 2018 ("Agreement"); and
- B. The Cooperative Agreement had an initial three-year term, which began on January 16, 2018 and expired on January 15, 2021. The Cooperative Agreement contained an option to extend its term an additional two (2) years, in one-year increments; and
- C. On January 4, 2019, the City and Contractor previously entered Amendment No. 1 to amend the scope of work to allow for monthly maintenance and repairs as needed to service the elevator located at the Fleet Management Division - Building "G" of Field Operations; and
- D. On May 29, 2019, the City and Contractor entered Amendment No. 2 to amend the scope of work to allow for monthly maintenance and repairs as needed to service all elevators city-wide; and
- E. On March 23, 2021, the City and Contractor entered Amendment No. 3 to extend the term from January 16, 2021 through January 15, 2022, increase to the compensation by \$400,000 for a new not-to-exceed amount of \$500,000, and adopt the price increase contained in Amendment #4 to the Cooperative Purchasing Agreement; 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 January 16, 2022 through January 15, 2023, 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 Compensation is unchanged. The 3.28% rate increase contained in Amendment #6 to the Cooperative Agreement is provided in Exhibit A is incorporated herein and imposed retroactively to January 16, 2022.
5. **Insurance Certificate.** Current certificate expired on March 29, 2021. 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. **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

Arizona Elevator Solutions, Inc.  
an Arizona corporation

  
\_\_\_\_\_  
By: Scott Brugh  
\_\_\_\_\_  
Its: VP of Sales  
\_\_\_\_\_

4/29/2021