

AMENDMENT NO. 2  
UNITERRUPTIBLE POWER SUPPLY: NEW EQUIPMENT, SERVICE AND  
MAINTENANCE  
(City of Glendale, Contract No. C19-1102)

This Amendment No. 2 (“Amendment”) to the Uninterruptible Power Supply: New Equipment, Service and Maintenance (“Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2022, (“Effective Date”), by and between the City of Glendale, an Arizona municipal corporation (“City”) and Gruber Technical, Inc., an Arizona Corporation authorized to do business in Arizona (“Contractor”).

RECITALS

- A. City and Gruber Technical, Inc. (“Contractor”) previously entered into Uninterruptible Power Supply: New Equipment, Service and Maintenance, State of Arizona Linking Agreement, Contract No. C19-1102, dated November 18, 2019 (“Agreement”); and
- B. City and Contractor extended the term of the contract from July 16, 2020 through July 15, 2021; and
- C. On October 13, 2020 City and Contractor amended the Contract not-to-exceed amount from \$60,000 to \$135,000; and
- D. City and Contractor extended the term of the contract from July 16, 2021 through July 15, 2022; 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 extended from July 16, 2022 through December 31, 2022, 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 remains unchanged.

4. **Compensation.** The contract not-to-exceed amount is increased from \$135,000 to \$185,000.
5. **Insurance Certificate.** Current certificate will expire on July 1, 2022 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. **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

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Kevin R. Phelps, City Manager

ATTEST:

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Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

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Michael D. Bailey, City Attorney

Gruber Technical, Inc.  
an Arizona Corporation

*Rita Lomoglio*

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By: Rita Lomoglio  
Its: Authorized Representative

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