

AMENDMENT NO. 1
FRONT-LOAD REFUSE AND ROLL-OFF CONTAINERS
(City of Mesa Contract No. 2019155, Contract No. C19-0753)

This Amendment No. 1 (“Amendment”) to the Front-Load Refuse and Roll-Off Containers (“Agreement”) is made this _____ day of _____, 20____, (“Effective Date”), by and between the City of Glendale, an Arizona municipal corporation (“City”) and Galfab, LLC., a Delaware corporation authorized to do business in Arizona (“Contractor”).

RECITALS

- A. City and Galfab, LLC (“Contractor”) previously entered into Linking Agreement, Contract No. C19-0753, dated August 13, 2019 (“Agreement”); and
- B. This Agreement links to and incorporates the City of Mesa Contract, Contract No. 2019155, which had an initial term beginning June 3, 2019, through June 02, 2020, with the option to extend an additional four (4) years in one-year periods; and
- C. On August 13, 2020, the City issued Contract Extension No. 1, exercising its option to extend the term of the Agreement from June 3, 2020, through June 2, 2021; and
- D. On July 08, 2021, the City issued Contract Extension No. 2, exercising its option to extend the term of the Agreement from June 3, 2021, through June 2, 2022; and
- E. On April 27, 2022, the City of Mesa Contract was amended by extending its term through June 2, 2023 and adopting a 15% Price Increase effective June 3, 2022; and
- F. On July 07, 2022, the City issued Contract Extension No. 3, exercising its option to extend the term of the Agreement from June 3, 2022, through June 2, 2023; and
- G. 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 the Work is unchanged.

4. **Compensation.** Compensation is being increased by \$40,000 for a new not-to-exceed the amount of \$540,000 for the entire term of the Agreement. The Price Increase from Amendment No. 4 of the Mesa Contract, contained in Exhibit A, is incorporated herein retroactively effective June 3, 2022. Any cost incurred, but not paid between June 3, 2022 and the effective date of this Amendment are also hereby ratified and may be billed at the increased price.
5. **Insurance Certificate.** Current certificate expired on June 3, 2022. A new certificate applying to the extended term must be provided immediately to Materials Management and the Contract Administrator in order for this Amendment to become effective.
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

Galfab, LLC.,
a Delaware corporation



By: Chris Shaver

Its: Sales Manager
