

AMENDMENT NO. 1  
LINKING AGREEMENT  
CITY OF GLENDALE, Contract No. C21-1137

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 Balar Holding Corporation dba Balar Equipment, an Arizona corporation authorized to do business in Arizona (“Contractor”).

RECITALS

- A. City and Balar Holding Corporation dba Balar Equipment (“Contractor”) previously entered into a Linking Agreement, Contract No. C21-1137, dated November 23, 2021 (“Agreement”); and
- B. The original Sourcewell Contract, Contract No. 122017-SWZ had an initial four-year term beginning February 19, 2018, through February 20, 2022, and provided the option to extend for an additional one (1) year term; and
- C. City and Contractor previously entered into Contract Extension No. 1, extending the term of the Linking Agreement from February 21, 2022 through February 20, 2023; and
- D. 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 is being modified to purchase an additional Solid Waste sweeper.
- 4. **Compensation.** Compensation is being amended and increased by \$372,898.48 (includes a 10% contingency of \$33,899.86, and may only be utilized with approval by the City), to a not-to-exceed amount of \$651,248.68 over the entire term of the Agreement.

5. **Insurance Certificate.** Current certificate will expire on March 1, 2023 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

\_\_\_\_\_  
Kevin R. Phelps, City Manager

ATTEST:

\_\_\_\_\_  
Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael D. Bailey, City Attorney

Balar Holding Corporation.,  
an Arizona corporation,  
dba Balar Equipment

  
\_\_\_\_\_  
By: Peter Evans  
\_\_\_\_\_  
Its: C.O.O.  
\_\_\_\_\_

4/29/2021



06/01/2022

SOURCEWELL QUOTE FOR A SCHWARZE M6 AVALANCHE TE SWEEPER

SOURCEWELL CONTRACT NO 093021-SWZ

Customer: CITY OF GLENDALE

Delivery: ARIZONA

Description	Amount
Schwarze Model M6 AVALANCHE Twin Engine Street Sweeper with all standard equipment	\$220,970.00
2022 Freightliner Model M2 chassis 33,000 GVWR, Dual Steering *Special Order Chassis	\$88,159.00
Body mounting on chassis	\$4,110.00
Squeegee conveyor with 3/16" AR floor plate	\$0.00
Main broom, tube, standard	\$0.00
Dual gutter brooms shall be provided	\$0.00
Dual power tilt shall be provided	\$2,150.00
Remote grease point, conveyor / main broom	\$925.00
Single camera system	\$0.00
DC Backup hydraulic system	\$1,165.00
Hopper, standard	\$0.00
Strobe, rear with guard LED	\$0.00
Arrow board, traffic guide, split LED	\$1,950.00
4 Surface mounted strobes on rear of sweeper	\$420.00
Strobe, cab with guard LED	\$490.00

Description	Amount
Paint, standard	\$0.00
Decal kit	\$0.00
12" Parabolic mirror set	\$475.00
Magnet bar 90" Freightliner M2	\$2,600.00
Sweeper Extended Warranty: 1 Years or 1200 hours	\$0.00
Local dealer pre delivery inspection	\$0.00
Training at customer facility	\$0.00
Additional Discount Offered By Local Dealer	(\$17,815.00)
TOTAL PRICE OFFERED TO SOURCEWELL MEMBER	\$305,599.00
SALES TAX - 8.6% ON THE FIRST \$11,631.00 & 8.3% SALES TAX ON THE REMAINDER	\$25,399.62
Freight	\$8,000.00
TOTAL SOURCEWELL MEMBER COST WITH TAX	\$338,998.62

**Sourcewell Contract NO 093021-SWZ**

Vendor/Contract Holder Schwarze Industries Inc. 1055 Jordan Road, Huntsville, AL 35811

PURCHASE ORDER TO BE MADE TO: Schwarze Industries, Inc.

Contact: M.J. DuBois Email: [sourcewell@schwarze.com](mailto:sourcewell@schwarze.com) Phone:410-924-1004