

AMENDMENT NO. 1
AUTO BODY REPAIR AND PAINTING SERVICES
(City of Glendale Solicitation No. RSOQ 17-13, Contract No. C17-0691)

This Amendment No. 1 (“Amendment”) to the Auto Body Repair and Painting Services (“Agreement”) is made this _____, (“Effective Date”), by and between the City of Glendale, an Arizona municipal corporation (“City”) and Ace Auto Collision and Paint Services, Inc., an Arizona corporation authorized to do business in Arizona (“Contractor”).

RECITALS

- A. On August 8, 2017, City and Ace Auto Collision and Paint Services, Inc. (“Contractor”) entered into Agreement for Auto Body Repair and Painting Services, Contract No. C17-0691, dated August 8, 2017 (“Agreement”); and
- B. On July 26, 2018, City and Contractor entered into Contract Extension No. 1, extending the term of the Agreement from August 8, 2018 through August 7, 2019; and
- C. On April 15, 2019, City and Contractor entered into Contract Extension No. 2, extending the term of the Agreement from August 8, 2019 through August 7, 2020; and
- D. On July 20, 2020, City and Contractor entered into Contract Extension No. 3, extending the term of the Agreement from August 8, 2020 through August 7, 2021; and
- E. On July 23, 2021, City and Contractor entered into Contract Extension No. 4, extending the term of the Agreement from August 8, 2021 through August 7, 2022; 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 hereby extended on a month-to-month basis for a maximum of six months to allow for the City to select a vendor to provide the services/materials similar to those provided under this Agreement. The term of this Agreement commences on the effective date and expires on February 7, 2023.

Nothing withstanding the language in Section 6.1 of the Agreement, this contract may be terminated for convenience with 7 days' notice at any time during the extended period.

3. **Scope of Work.** The Scope of Work is unchanged.
4. **Compensation.** The total amount of Compensation is unchanged.
5. **Insurance Certificate.** Current certificate will expire on October 16, 2022. 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

Ace Auto Collision and Paint Services,
Inc.,
an Arizona corporation



By: Raymond Mobilia
Its: President

4/29/2021