

AMENDMENT NO. 3
For Citywide Custodial Services
(with Pivot Building Services, L.L.C., Contract No. C21-0061)

This Amendment No. 3 (“Amendment”) to the Citywide Custodial Services (“Agreement”) is made this 1st day of February, 2023, (“Effective Date”), by and between the City of Glendale, an Arizona municipal corporation (“City”) and Landmark Building Maintenance Services, L.L.C. dba Pivot Building Services, L.L.C., an Arizona limited liability company authorized to do business in the State of Arizona (“Consultant”).

RECITALS

- A. City and Consultant previously entered into an Agreement for Citywide Custodial Services, Contract No. C21-0061, dated January 26, 2021 (“Agreement”); and
- B. On July 23, 2021, City and Consultant entered Amendment No. 1 to add services to the Scope of Work (C21-0061-1); and
- C. On October 22, 2021, the Parties extended the term of the contract through January 25, 2023, pursuant to a Contract Extension letter (C21-0061-2); and
- D. City and Consultant 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 through January 25, 2024.
- 3. **Scope of Work.** The scope of work is amended to provide for routine cleaning for additional locations listed in Attachment 1.
- 4. **Compensation.** Compensation is increased to \$2,000,000 annually. The not-to-exceed amount is revised to \$8,000,000 for the entire term of the Agreement, including any renewals or extensions. Revised pricing is listed in Attachment 2.
- 5. **Insurance Certificate.** Current certificate will expire on April 1, 2023. 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.** The Parties agree that they are not currently engaged in and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393. Unless and until the District Court's injunction in *Jordahl v Brnovich*, 336 F. Supp.3d 1016 (D. Ariz. 2018) is stayed or lifted, the Anti-Israel Boycott Provision (A.R.S. §35-393.01 (A)) (if applicable to this agreement) is unenforceable and the City will take no action to enforce it.
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

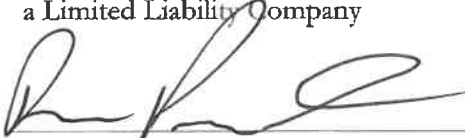
ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

Landmark Building Maintenance
Services dba. Pivot Building Services,
a Limited Liability Company



By: Darron Provost
Its: Vice President

**ATTACHMENT 1
Services Agreement**

Additional locations added effective 02/01/2023:

Facilities Routine Janitorial Nt. Services		2023	
Building	Square Feet	2023 Monthly Billing Nt. Service	2023 Rate per Square Foot
AIRPORT TERMINAL	3,924	\$ 719.88	\$ 0.183
FOOTHILLS PSB	11,259	\$ 2,567.35	\$ 0.228
GATEWAY PSB	13,608	\$ 3,229.13	\$ 0.237
GRPSTC-1ST FLOOR	19,527	\$ 3,855.58	\$ 0.197
GRPSTC-2ND FLOOR	18,027	\$ 3,444.41	\$ 0.191
GRPSTC-EOC/911	14,208	\$ 2,744.16	\$ 0.193
GRPSTC- SHOOTING RANGE / AID STATIONS	5,635	\$ 1,128.23	\$ 0.200
LANDFILL- ADMINISTRATION	972	\$ 288.33	\$ 0.297
LANDFILL- MAINTENANCE	196	\$ 128.73	\$ 0.657
LANDFILL-SCALE HOUSE	1,140	\$ 297.27	\$ 0.261
MEDIA CENTER	16,284	\$ 3,321.94	\$ 0.204
SIU	5,379	\$ 877.75	\$ 0.1632
M.PUB SAF- PARKING GARAGE	125,764	\$ 1,852.28	\$ 0.0147
2nd Floor Sine	3,800	\$ 600.40	\$ 0.158
2nd floor Adult Center	16,905	\$ 2,670.99	\$ 0.158
Bead Museum	5,500	\$ 869.00	\$ 0.158
MAIN PSB - DETENTION	4,909	\$ 2,965.01	\$ 0.604
MAIN PSB-PLAZA LEVEL	27,558	\$ 4,121.21	\$ 0.150
MAIN PSB-UPPER LEVEL	26,247	\$ 4,051.44	\$ 0.154

ATTACHMENT 2

COMPENSATION

Revised pricing effective 02/01/2023:

Facilities Routine Janitorial Nt. Services		2023	
Building	Square Feet	2023 Monthly Billing Nt. Service	2023 Rate per Square Foot
Advocacy Center	7,849	\$ 1,241.97	\$ 0.158
Cemetery	898	\$ 479.42	\$ 0.534
City Court	13,512	\$ 2,055.38	\$ 0.152
City Hall 1st floor	7,177	\$ 1,434.23	\$ 0.200
City Hall 2nd floor	11,359	\$ 1,950.27	\$ 0.172
City Hall 3rd floor	10,923	\$ 2,049.16	\$ 0.188
City Hall 4th floor	10,965	\$ 1,721.62	\$ 0.157
City of Hall Basement	10,923	\$ 1,835.30	\$ 0.168
City Hall Sub Basement	12,007	\$ 1,135.93	\$ 0.095
City Hall Parking Garage (GMOC)	15,555	\$ 2,080.66	\$ 0.134
Community Housing	3,449	\$ 499.33	\$ 0.145
Council Chambers (Lower)	5,619	\$ 1,056.37	\$ 0.188
Council Chambers (Upper)	6,815	\$ 1,270.16	\$ 0.188
FS 157 Traffic 2nd Floor	1,571	\$ 292.79	\$ 0.186
Park & Ride	106	\$ 223.37	\$ 2.107
SINE	11,000	\$ 2,265.49	\$ 0.206
OPS A	4,998	\$ 760.82	\$ 0.152
OPS B	2,134	\$ 312.44	\$ 0.146
OPS C	456	\$ 126.11	\$ 0.277
OPS D	1,182	\$ 265.09	\$ 0.224
OPS F	997	\$ 256.04	\$ 0.257
OPS G	7,108	\$ 1,073.75	\$ 0.151
OPS H	103	\$ 109.87	\$ 1.067
OPS I	1,849	\$ 296.50	\$ 0.160
OPS N	2,727	\$ 290.47	\$ 0.107
OPS O	2,699	\$ 442.22	\$ 0.164
OPS P	2,727	\$ 443.63	\$ 0.163
OPS R	1,079	\$ 156.73	\$ 0.145
OPS S	3,025	\$ 456.96	\$ 0.151
OPS T	1,079	\$ 156.73	\$ 0.145
Adult Center	22,818	\$ 2,996.18	\$ 0.131
Youth Center	4,684	\$ 821.87	\$ 0.175
Foothills Aquatic Rec Center	69,000	\$ 12,267.40	\$ 0.178
Foothills Branch Library	26,556	\$ 3,826.45	\$ 0.144
Heroes Library	7,336	\$ 1,116.72	\$ 0.152
Brown Main Lib	48,922	\$ 7,106.01	\$ 0.145
Velma Teague Library	12,571	\$ 1,884.39	\$ 0.150
Arrowhead WTP	3,290	\$ 474.06	\$ 0.144

Facilities Routine Janitorial Nt. Services		2023	
83rd Ave Lift Station	100	\$ 26.15	\$ 0.261
Cholla WTP	5,514	\$ 781.70	\$ 0.142
Gwarf WTP	4,470	\$ 628.50	\$ 0.141
Gwarf Maint	6,017	\$ 811.05	\$ 0.135
Gwarf Blower	96	\$ 109.44	\$ 1.140
Pyramid Peak WTP (with Expansion)	13,824	\$ 1,863.39	\$ 0.135
Oasis WTP	15,360	\$ 1,981.19	\$ 0.129
Civic Center Annex	3,150	\$ 386.47	\$ 0.123
Annex Transition Space	6,000	\$ 948.00	\$ 0.158
LANDFILL-MRF	385	\$ 257.09	\$ 0.668
Fire Resource (New Site)	10,000	\$ 1,641.50	\$ 0.1642
Oneil Recreation Center	4,950	\$ 1,069.20	\$ 0.216
Community Center North	4,170	\$ 900.72	\$ 0.216
Rose Lane Recreation	10,000	\$ 2,350.00	\$ 0.235
Rose Lane Pool	2,400	\$ 1,161.60	\$ 0.484

Day Porter Service
Building
City Court DP – 8 hours per day, 5 days per week
City Hall DP – 8 hours per day, 5 days per week
Council Chambers DP – 4 hours per day, 5 days week
Sine Building. DP – 4 hours per day, 5 days week
Ops Building DP - 8 hours, 5 days per week
Foothills Aquatic DP - 3 months per year, 8 hours per day, 5 days per week
PSB Day Porter - 16 hours/M-F
Airport Day Porter - 8 hours/M-F
Media Center - 8 hours/M-F
Adult Center - 4 hours/M-F

2023	
2023 Monthly Day Service	2023 Hourly Rate
\$ 3,813.22	\$ 22.00
\$ 3,813.22	\$ 22.00
\$ 1,906.08	\$ 22.00
\$ 1,906.08	\$ 22.00
\$ 3,812.16	\$ 22.00
\$ 953.04	\$ 22.00
\$ 7,624.32	\$ 22.00
\$ 3,812.16	\$ 22.00
\$ 3,812.16	\$ 22.00
\$ 1,906.08	\$ 22.00