

AMENDMENT NO. 4

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

This Amendment No. 4 (“Amendment”) to the Citywide Custodial Services (“Agreement”) is made this _____ day of _____, 2025, (“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 Arizona (“Consultant”).

RECITALS

- A. City and Landmark Building Maintenance Services, L.L.C. dba Pivot Building Services, L.L.C (“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 into Amendment No. 1 to add services to the Scope of Work; and
- C. The City and Consultant entered into Contract Extension No. 1 extending the term of the contract from January 26, 2022 through January 25, 2023; and
- D. On February 1, 2022, City and Consultant entered into Amendment No. 2 to allow for revised unit prices effective the date of the Amendment; and
- E. On February 1, 2023, City and Consultant entered into Amendment No. 3 extending the term of the contract from January 26, 2023 through January 25, 2024, and increasing the compensation amount to \$7,600,000; and
- F. City and Consultant entered into Contract Extension No. 3 extending the term of the contract from January 26, 2024 through January 25, 2025; and
- G.. 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 Consultant 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 for a one-year period from January 26, 2025, through January 25, 2026, 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. There are no more renewals for this agreement.

3. **Scope of Work.** The Scope of Work is amended to allow services to be provided at additional locations and/or to provide additional cleaning services at existing locations as listed in Attachment 1.
4. **Compensation.** The compensation is increased to \$2,180,000 for the remaining extension period. The new not-to-exceed amount that may be paid for all services provided for the entire term of the Agreement, including the remaining extension, is \$10,180,000. Compensation is also being amended to incorporate the revised pricing schedule listed in Attachment 2.
5. **Insurance Certificate.** Current certificate will expire on April 1, 2025. A new insurance certificate must be provided prior to this date to the Finance Director and the Contract Administrator in order for this Agreement to remain in effect.
6. **Non-discrimination.** Consultant 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. Consultant will require any Sub-consultant to be bound to the same requirements as stated within this section. Consultant, and on behalf of any subconsultants, 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. **Uyghur Forced Labor Prevention Act (UFLPA).** Consultant certifies that it does not currently, and during the term of this Agreement, will not use:
 - (a) the forced labor of ethnic Uyghurs in the People’s Republic of China;
 - (b) any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China; and
 - (c) any consultants, subconsultants or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China.
9. **Attestation of PCI Compliance.** When applicable, the Consultant will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Consultant with oversight responsibility.
10. **Ratification of Agreement.** City and Consultant 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, L.L.C. dba Pivot Building
Services,
an Arizona limited liability company



By: Darron Provost

Its: Vice President

Pivot Building Services
City of Glendale Pricing
Extension 4 off 4 for Contract No. C21-0061_321000304
FY 2025

Increase is 2.5% for FY 2025

Invoice #	FACILITIES-ROUTINE JANITORIAL	Sq. ft.	2025 Pricing	2025 Rate per Sq. ft.	# Service Months	Annual P.O Total
1	Advocacy Center	7849	\$ 1,326.48	\$ 0.169	12	\$ 15,917.80
1	Cemetery	888	\$ 512.05	\$ 0.570	12	\$ 6,144.59
1	City Court	13512	\$ 2,165.25	\$ 0.162	12	\$ 26,343.03
1	Community Housing	3449	\$ 533.31	\$ 0.155	12	\$ 6,399.69
1	FS 157 Traffic 2nd Fl	1571	\$ 312.72	\$ 0.199	12	\$ 3,752.61
1	Park & Ride	106	\$ 236.57	\$ 2.251	12	\$ 2,862.83
1	SINE 1st Floor	11000	\$ 2,419.66	\$ 0.220	12	\$ 29,035.87
1	SINE 2nd Floor	3800	\$ 641.26	\$ 0.169	12	\$ 7,695.13
1	Prosecutor's Trailer	3112	\$ 697.99	\$ 0.224	12	\$ 8,375.53
1	OPS-Bldg A-Administration	4968	\$ 812.59	\$ 0.163	12	\$ 9,751.07
1	OPS-Bldg B-Parks	2134	\$ 335.70	\$ 0.156	12	\$ 4,004.39
1	OPS-Bldg C-Traffic Ops	456	\$ 131.70	\$ 0.295	12	\$ 1,616.34
1	OPS-Bldg D-Meter	1182	\$ 283.13	\$ 0.240	12	\$ 3,397.51
1	OPS-Bldg F-Gym	997	\$ 273.46	\$ 0.274	12	\$ 3,281.52
1	OPS-Bldg G-Equipment Shop	7108	\$ 1,146.62	\$ 0.161	12	\$ 13,761.85
1	OPS-Bldg H-Security	103	\$ 117.34	\$ 1.139	12	\$ 1,408.10
1	OPS-Bldg I-Sanitation	1849	\$ 316.67	\$ 0.171	12	\$ 3,800.69
1	OPS-Bldg O-Facilities	2699	\$ 474.31	\$ 0.175	12	\$ 5,667.72
1	OPS-Bldg P-Streets	2727	\$ 473.82	\$ 0.174	12	\$ 5,685.80
1	OPS-Bldg R-Utilities	1079	\$ 167.39	\$ 0.155	12	\$ 2,008.71
1	OPS-Bldg S-Dial A Ride	3025	\$ 488.05	\$ 0.161	12	\$ 5,856.65
1	OPS-Bldg T-Utilities	1079	\$ 167.39	\$ 0.155	12	\$ 2,008.71
1	Adult Center	22818	\$ 4,325.32	\$ 0.190	12	\$ 51,903.84
1	Adult Center 2nd Fl Sec 1	3600	\$ 507.51	\$ 0.169	12	\$ 7,290.09
1	Adult Center 2nd Fl Sec 2	4200	\$ 708.76	\$ 0.169	12	\$ 8,505.08
1	Adult Center 2nd Fl Sec 3	4400	\$ 742.51	\$ 0.169	12	\$ 8,910.12
1	Youth Center	4684	\$ 877.30	\$ 0.187	12	\$ 10,533.60
1	Day Porter Adult Center		\$ 4,072.18		12	\$ 48,866.18
1	Day Porter 1 - City Court		\$ 4,072.18		12	\$ 48,866.18
1	Day Porter 3 - SINE		\$ 1,018.05		12	\$ 12,216.61
1	Day Porter - OPS-Bldg-A Administration		\$ 4,072.18		12	\$ 48,866.18
1	Day Porter - PSB		\$ 8,144.36		12	\$ 97,732.36
1	Day Porter - Airport		\$ 4,072.18		12	\$ 48,866.18
1	Day Porter - Media Center		\$ 4,072.18		12	\$ 48,866.18
1	Day Porter - Bead Museum		\$ 1,527.07		12	\$ 18,324.78
1	Day Porter - Civic Center		\$ 2,545.12		12	\$ 30,541.39
1	Civic Center Annex	3150	\$ 412.77	\$ 0.131	12	\$ 4,953.21
1	Civic Center Annex Expansion	6000	\$ 1,012.00	\$ 0.169	12	\$ 12,144.04
1	Main PSB-Detention	4909	\$ 3,166.78	\$ 0.645	12	\$ 38,001.34
1	Main PSB-Plaza Level	27558	\$ 4,401.66	\$ 0.160	12	\$ 52,819.69
1	Main PSB-Upper Level	26247	\$ 4,327.14	\$ 0.165	12	\$ 51,925.68
1	Airport Terminal	3924	\$ 768.86	\$ 0.196	12	\$ 9,226.35
1	Foothills PSB	11259	\$ 2,742.06	\$ 0.244	12	\$ 32,904.71
1	Gateway PSB	13618	\$ 3,446.87	\$ 0.253	12	\$ 41,366.43
1	Media Center	16284	\$ 3,548.00	\$ 0.218	12	\$ 42,578.96
1	SIU	5379	\$ 937.49	\$ 0.174	12	\$ 11,249.83
1	MPUB SAF-Parking Garage	125764	\$ 1,978.33	\$ 0.016	12	\$ 23,739.98
1	Oneil Recreation Center	4950	\$ 1,141.96	\$ 0.231	12	\$ 13,703.55
1	Rose Lane Recreation	10000	\$ 2,509.92	\$ 0.251	12	\$ 30,119.01
1	Day Porter - Rose Lane M-S		\$ 4,866.16		3.5	\$ 17,101.58
1	Bead Museum	5500	\$ 928.14	\$ 0.169	12	\$ 11,137.65
1	Palmaire		\$ 1,230.53		12	\$ 14,766.36
1	Palmaire Parking Garage		\$ 2,446.37		12	\$ 29,360.40
1	Police Evidence Storage Facility		\$ 2,959.80		12	\$ 35,517.60
1	White Board Cleaning Incid Cleaner		\$ 2,256.99		12	\$ 27,107.88
Total						\$ 1,158,826.12

Invoice #	FACILITIES-ROUTINE JANITORIAL	Sq. ft.	2025 Pricing	2025 Rate per Sq. ft.	# Service Months	Annual P.O Total
2	Foothills Aquatic Rec Center	69000	\$ 14,224.45	\$ 0.206	12	\$ 170,693.40
2	FRAC Day Porter		\$ 4,072.18		3.5	\$ 14,252.63
2	LIBRARIES-ROUTINE JANITORIAL					
2	Foothills Branch Library	26556	\$ 4,096.84	\$ 0.154	12	\$ 49,042.07
2	Heroes Library	7936	\$ 1,192.71	\$ 0.163	12	\$ 14,312.53
2	Brown Main Library	48922	\$ 7,589.57	\$ 0.155	12	\$ 91,074.86
2	Velma Teague Library	12571	\$ 2,012.62	\$ 0.160	12	\$ 24,151.42
2	CIVIC CENTER ANNEX-ROUTINE JANITORIAL					
2	ARROWHEAD WRF-ROUTINE JANITORIAL					
2	Arrowhead WTP	3280	\$ 506.32	\$ 0.154	12	\$ 6,075.83
2	83rd Ave Lift Station	100	\$ 27.93	\$ 0.279	12	\$ 3,351.60
2	WEST AREA WRF-ROUTINE JANITORIAL					
2	GWAWRF WTP	4470	\$ 671.27	\$ 0.150	12	\$ 8,055.27
2	GWAWRF Maintenance	6017	\$ 866.24	\$ 0.144	12	\$ 10,394.85
2	GWAWRF Blower	96	\$ 116.09	\$ 1.218	12	\$ 1,402.69
2	OASIS WTP-ROUTINE JANITORIAL					
2	Oasis WTP	15360	\$ 2,116.01	\$ 0.136	12	\$ 25,392.12
2	PYRAMID PEAK WTP-ROUTINE JANITORIAL					
2	Pyramid Peak WTP	13824	\$ 1,990.19	\$ 0.144	12	\$ 23,882.30
2	CHOLLA WTP-ROUTINE JANITORIAL					
2	Cholla WTP	5514	\$ 834.89	\$ 0.151	12	\$ 10,018.72
2	WAREHOUSE JANITORIAL/CUSTODIAL SERV					
2	OPS-Bldg N-Warehouse	2727	\$ 310.24	\$ 0.114	12	\$ 3,722.84
2	LANDFILL CUSTODIAL					
2	Landfill - Administration	972	\$ 418.76	\$ 0.431	12	\$ 5,025.17
2	Landfill - Maintenance	196	\$ 186.97	\$ 0.954	12	\$ 2,243.64
2	Landfill - Scale House	1140	\$ 431.75	\$ 0.379	12	\$ 5,161.01
Total						\$ 464,921.34

Invoice #	GRPSTC CUSTODIAL	Sq. ft.	2025 Pricing	2025 Rate per Sq. ft.	# Service Months	Annual P.O Total
3	GRPSTC-1st Floor	19527	\$ 5,229.80		12	\$ 62,757.55
3	GRPSTC-2nd Floor	18027	\$ 4,672.08		12	\$ 56,065.00
3	GRPSTC-EOC/B11	14206	\$ 3,732.25		12	\$ 44,666.96
3	GRPSTC-Shooting Range/Aid Stations	5635	\$ 1,205.01		12	\$ 14,460.13
3	GRPSTC Day Porter		\$ 4,072.18		12	\$ 48,866.18
Total						\$ 226,815.81

Invoice #	FLOOR TECH SERVICES	Sq. ft.	2025 Pricing	2025 Rate per Sq. ft.	# Service Months	Annual P.O Total
4	Floor Tech Services		\$ 10,762.50		12	\$ 129,150.00
Total						\$ 129,150.00

Annual Grand Total all Areas \$ 1,979,713.27

Statements of Understanding

- *Rose Lane Day Porter 2024 PO was figured at 3 months of Service. It was adjusted to 14 weeks this year. The total reflects this adjustment.
- *FRAC Day Porter 2024 PO was figured at 3 months of Service. It was adjusted to 14 weeks this year. The total reflects this adjustment.
- *City Hall pricing per month was updated but service is shown as zero (0) months for budget. This can be adjusted by changing the "# of Service Months" column.
- *Upper Council Chambers pricing per month was updated but service is shown as zero (0) months as it is closed.
- *Lower Council Chambers pricing per month was updated but service is shown as zero (0) months as it is closed.
- *City Hall Day Porter pricing per month was updated but service is shown as zero (0) months as service was suspended. Would need to determine service.
- *Council Chambers Day Porter pricing per month was updated but service is shown as zero (0) months as service was suspended. Would need to determine service hours.
- *If the City expects any of these spaces to open within the fiscal year, please provide the # of months of service.
- *Velma Teague is in budget for 12 months. Once a determination is made on any change, this can be adjusted.