

CITY CLERK  
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C-9294-4  
02/29/2016

AMENDMENT NO. 4  
(Scale Maintenance Parts and Service)  
(City of Glendale Solicitation RFQ 12-01, Contract No. C-9294)

This Amendment No. 4 ("Amendment") to the Scale Maintenance Parts and Service Agreement ("Agreement") is made this 29 day of February, 2016, ("Effective Date"), by and between the City of Glendale, an Arizona municipal corporation ("City") and Scale Center of Arizona, an Arizona company authorized to do business in Arizona ("Contractor").

RECITALS

- A. City and Scalecenter of Arizona ("Contractor") previously entered into a Scale Maintenance Parts and Services, Contract No. C-9294, dated January 1, 2013("Agreement"); and
- B. The Agreement had a one-year term beginning on the Effective Date of the Agreement and continuing for a one-year period. Paragraph 13 of the Agreement (Term) also gave the City the option to extend the Term of the Agreement for an additional three (3) years in one-year increments; and
- C. The City and Contractor previously entered into three prior amendments of the contract, the last of which extended the term of the Agreement from January 1, 2015 through January 1, 2016; 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

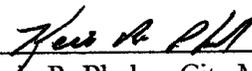
In consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Contractor hereby agree as follows:

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 extended for a one-year period from January 1, 2016 through January 1, 2017, 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.
3. **Scope of Work.** The Scope of Work is unchanged.
4. **Compensation.** The compensation for goods provided and services performed under this Agreement shall not exceed \$9,800 for the renewal Term as defined in Paragraph 2 above. The total value of this contract, including costs incurred and paid

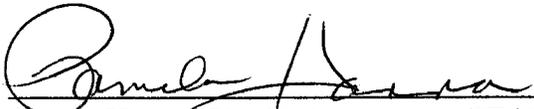
by the City during the original term and any renewal term, shall not exceed \$49,000. The Parties further agree that once new scales at the City of Glendale are installed and operational, the Contractor may charge and the City agrees to pay the "Scale Service & Calibration Rates" contained in Exhibit A to this Amendment.

5. **Insurance Certificate.** The current certificate will expire on September 1, 2016. Contractor agrees to secure all insurance coverage (*i.e.*, types of insurance and policy limits) required by the Agreement and provide copies of the applicable insurance certificates on or before August 31, 2016 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. **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.

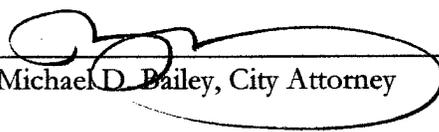
CITY OF GLENDALE, an Arizona  
municipal corporation

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

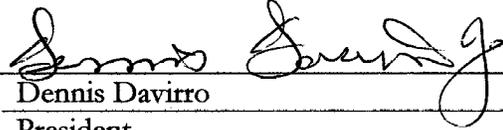
ATTEST:

  
\_\_\_\_\_  
Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:

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

Scale Center of Arizona

A handwritten signature in cursive script, appearing to read "Dennis Davirro", written over a horizontal line.

By: Dennis Davirro

Its: President

## **Exhibit A**

### **Scale Service Rates and Agreement**

# EXHIBIT A



## SCALE CENTER of Arizona

Daviro LLC, dba Scale Center of Arizona  
4855 W. McDowell Road, Suite # 70B  
Phoenix, Arizona 85035  
Tel (602) 272-1468 / (800) 972-7391  
Fax (602) 272-1583

Please visit our website at [www.scalecenteraz.com](http://www.scalecenteraz.com) for additional information, products and services  
*Scale Service Rates & Agreement* *Since 1992, Serving Arizona*

Date: February 18, 2016-Revised  
Customer: City of Glendale Landfill  
Address: 11480 W Glendale Ave  
City/ZIP: Glendale AZ  
Location: Same

Contact: Ernie Ruiz  
Phone : 623-930-4722  
Fax : 623-872-29958  
Email : eruiz@glendaleaz.com

**Testing:** Scale Center of Arizona (SCA) will provide periodic testing and calibration service at intervals as directed by the customer, using certified test weights traceable to the Arizona Department of Weights and Measures and NIST standards.

**Adjustments:** SCA will make normal adjustments to the weighing equipment to conform to the manufactures and local weights & measures recommended tolerances as well as NIST-Handbook 44 standards, ISO Guide 25 or any specific requirements you may have. If the scale is operating outside of the normal tolerances and requires additional labor, labor is to be invoiced additionally, with the customer's approval.

**Results:** Our technician will discuss the results of the calibration with your representative and provide a complete service report and optional calibration certificate for your records.

**Repairs:** If additional repairs are required, we will provide you with a cost estimate billed at your preferred agreement labor rate and expected completion time.

**Terms:** Preferred rates are invoiced at Net 30 days with approved credit, any exception must be pre-approved otherwise late balances will be subject to a late fee and preferred rates may be terminated.

### Scale Service & Calibration Rates

**Flat Rate Calibration-4 Scales including Travel, Test truck & Calibration Certificates**  
\$596.00 per quarter

#### Emergency or Non-recall Service Rates

*(Agreement labor rates are extended to emergency calls)*

Preferred Labor Rate      \$72.00 per hour (M-F 7:30AM-4:00PM)  
Small Test Truck Fee      \$ 80.00 per trip  
Large Test Truck Fee      \$160.00 " "

### Equipment Included in this agreement

Type	Model	Serial #	Capacity	Location
Cardinal-80' Single	13580-EPR	350782	120,000 lb x 20 lb	Scale #1 – East Outside
Cardinal-80' Single	13580-EPR	350783	120,000 lb x 20 lb	Scale #2- East Inside
Cardinal-20'-40'-20' Multi	204020-EPR- MP45	350785	120,000 lb x 20 lb	Scale # 3- West Inside
Cardinal-20'-20'-40' Multi	202040-EPR- MP45	374564	120,000 lb x 20 lb	Scale #4 - West Outside
Rice Lake 4' x 5 Floor'	GSE 350	40464	5,000 x 1 lb	MRF Building

Submitted By:  
**Dennis Davirro**

Dennis Davirro-President

Accepted By:

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title