CITY CLERK ORIGINAL

C-9379-1
05/15/2015

AMENDMENT NO. 1

BAGGED ICE AGREEMENT
(City of Glendale Solicitation No. RFP 14-42, Contract C-9379)

This Amendment No. 1 ("Amendment") to the Bagged Ice Agreement ("Agreement") is made this 15th day of May, 2015 ("Effective Date"), by and between the City of Glendale, an Arizona municipal corporation ("City") and Classic Ice, LLC, dba Ice King, an Iowa foreign limited liability company, authorized to do business in Arizona ("Contractor").

RECITALS

A. City and Contractor previously entered into a Bagged Ice Agreement, Contract No. C-9379, dated November 19, 2014 ("Agreement"); and

B. The Agreement had an initial one-year term beginning November 19, 2014 through November 18, 2015, and provided the option to extend for an additional four (4) years in one-year increments; and

C. 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 remains unchanged.

3. **Scope of Work.** The Scope of Work is unchanged, however, exercising Section 1.5.12: The city reserves the right to add delivery locations or delete service locations as necessary. The following locations are added to the Agreement:

   - (1) Ice Merchandiser for Water Services at West Area Reclamation Facility (Airport location)
   - Ice Delivery only for Water Services at Pyramid Peak-Water Quality Lab
   - (1) Ice Merchandiser to GRPSTC (Fire Department) @ 11550 W. Glendale Ave.

- (1) Ice Merchandiser to Fire Resources/Support Services @ 7505 N. 55th Ave.
- (1) Ice Merchandiser to Fire Station #152 @ 6850 W. Bethany Home Rd.
- (1) Ice Merchandiser to Fire Station #154 @ 4439 W. Peoria Ave.
- (1) Ice Merchandiser to Fire Station #156 @ 6801 W. Deer Valley Rd.
- (1) Ice Merchandiser to Fire Station #158 @ 6261 N. 83rd Ave.

4. **Compensation.** The annual compensation of the Agreement is amended to not exceed $40,000 annually.

5. **Insurance Certificate.** The existing insurance certificate is expiring and a new certificate applying to the extended term is required and must be received by the Contract Specialist prior to the execution of this Amendment.

6. **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 APPEAR ON THE FOLLOWING PAGE.]

CITY OF GLENDALE, an Arizona municipal corporation

Richard A. Bowers, Acting City Manager

ATTEST:

Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

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By: RYAN MAASEN
Its: PRESIDENT