CITY CLERK
ORIGINAL

C-9379-2
11/19/2015

AMENDMENT NO. 2

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

This Amendment No. 2 ("Amendment") to the Agreement for Bagged Ice ("Agreement") is made this 19 day of November, 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 Classic Ice, LLC dba Ice King, ("Contractor") previously entered into an Agreement for Bagged Ice, 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 previously entered into Agreement Amendment No. 1, dated May 15, 2015, amending the scope of work and compensation; 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 on a month-to-month basis beginning November 19, 2015 through March 1, 2016, unless 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 of the Agreement shall be revised to $1.40 per 7 pound bag and not to exceed $10,000, in accordance with Exhibit A. All other pricing remains unchanged.

5 **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.

6. **Insurance Certificate.** Current certificate will expire on July 23, 2016 and a new certificate applying to the extended term must be provided prior to this date to Materials Management and the Contract Administrator.

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.

[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

Classic Ice, LLC, dba Ice King,
an Iowa foreign limited liability company
5925 W. Van Buren Street, Ste 1
Phoenix, AZ 85043
Phone: 480-423-5464
Mr. Ryan Maasen, President
ryan@icekingaz.com

By: Ryan Maasen
Its: President

Exhibit A

ICE KING

5925 W. Van Buren St. Phoenix, AZ 85043 480-ICE-KING (423-5464) Fax: 602-353-9065

City of Glendale
Sandy Ressler
Materials Management & Purchasing Dept.
5850 W. Glendale Ave. #317
Glendale, AZ 85301
VIA EMAIL 08/04/15

August 4, 2015

Sandy,

I am responding to your email dated 07/29/15 in regards to the renewal of contract C-7379. We wish to extend the contract with changes. My company is finding the estimated usage C-9379-1, 4 of $40,000 annually was not realistic. Classic Ice, LLC has sales to date with the city of approximately $12,000.00 (averaging $1,500.00 per month) with three months remaining on the contract. After Classic Ice, LLC entered into an agreement with the city it was discovered that 7 (seven) more of Classic Ice, LLCs ice merchandisers (assets) were needed to fulfill the needs of the contract and an amendment was executed. The original contract calls for a total of 5 merchandisers (assets) to be placed with the city and the city original contract estimates $27,000 in sales annually with these assets or approximately $5,400 per asset. We are currently servicing the city with 12 assets with an estimated yearly average of $1,375.00 per asset. As you can see, $5,400 versus $1,375.00 creates a problem of assets versus sales. We are offering the city the pricing of $1.40 per 7# bag or we must terminate the contract after one year to ensure our assets are profitable for the company.

Thank you,

Ryan Maasen
President