

**CITY CLERK  
ORIGINAL**

**C-9469-3  
11/29/2016**

**AMENDMENT NO. 3  
AGREEMENT FOR GENERATOR RENTAL  
(City of Glendale Solicitation IFB 13-36, Contract No. C-8816)**

This Amendment No. 3 ("Amendment") to the Agreement for Generator Rental ("Agreement") is made this 29th day of November 2016, ("Effective Date"), by and between the City of Glendale, an Arizona municipal corporation ("City") and Arizona Generator Technology, Inc., an Arizona corporation authorized to do business in Arizona ("Contractor").

**RECITALS**

- A. City and Arizona Generator Technology, Inc. ("Contractor") previously entered into an Agreement for Generator Rental, Contract No. C-8816, dated September 16, 2013 ("Agreement"); and
- B. The Agreement had a one year initial period beginning November 26, 2013 through November 25, 2014 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, extending the term of the Agreement from November 26, 2014 through November 25, 2015; and
- D. City and Contractor previously entered into Agreement Amendment No. 2, extending the term of the Agreement from November 26, 2015 through November 25, 2016; and
- E. 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 November 26, 2016 through November 25, 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.

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Solicitation IFB 13-36, Contract No. C-9469)

“Amendment”) to the Agreement for Generator Rental  
\_\_\_\_\_ day of \_\_\_\_\_, 2016, (“Effective Date”), by and  
\_\_\_\_\_, an Arizona municipal corporation (“City”) and Arizona  
\_\_\_\_\_, an Arizona corporation authorized to do business in Arizona

RECITALS

- A. City and Arizona Generator Technology, Inc. (“Contractor”) previously entered into an Agreement for Generator Rental, Contract No. C-9469, dated September 16, 2013 (“Agreement”); and
- B. The Agreement had a one year initial period beginning November 26, 2013 through November 25, 2014 and provided the option to extend for an additional four (4) years, in one-year increments; and
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- 3. **Scope of Work.** The Scope of Work is unchanged.

4. **Compensation.** The goods and services have increased as shown in the attached Exhibit A. The compensation of the Agreement will remain the same and shall not exceed \$65,000 annually.
5. **Insurance Certificate.** Current certificate will expire on February 1, 2017 and 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.
8. **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



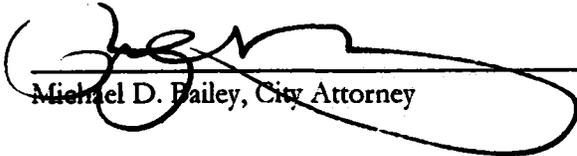
Kevin R. Phelps, City Manager

ATTEST:



Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:



Michael D. Bailey, City Attorney

Arizona Generator Technology, Inc.,  
an Arizona corporation

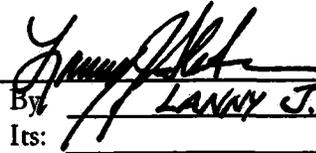
 11/17/16  
By: LANNY J. SLATER  
Its: \_\_\_\_\_

Exhibit A

5.1.1

**GROUP 1 GENERATORS**

Generator Size	Size Offered	Estimated Annual Usage from 2013/2014	Current Price		Proposed by GenTech		Proposed by COG	
			Cost Per Day	Estimated Annual Cost	Cost Per Day	Estimated Annual Cost	Cost Per Day	Estimated Annual Cost
20kW		12 Days X	60	720.00	104.00	1248.00	66.00	792.00
30kW to 35kW		12 Days X	71	852.00	126.00	1512.00	78.10	937.20
40kW to 50kW		12 Days X	81	972.00	154.00	1848.00	89.10	1069.20
60kW		12 Days X	108	1296.00	180	2160.00	118.80	1425.60
75kW to 80kW		12 Days X	128	1536.00	209.00	2508.00	140.80	1689.60
100kW to 125kW		5 Days X	143	715.00	248.00	1240.00	157.30	786.50
225kW		1 Day X	210	210.00	375	375.00	231.00	231.00
<b>ESTIMATED ANNUAL COST - GRAND TOTAL</b>				<b>\$ 6301.00</b>		<b>\$ 10,891</b>		<b>\$ 6,931.10</b>

5.1.2

**GROUP 2 OPTIONAL EQUIPMENT/ACCESSORIES/STRENGTH**

Description	Cost Per Day	Cost Per Week	Proposed by GenTech		Proposed by COG	
			Cost Per Day	Estimated Annual Cost	Cost Per Day	Estimated Annual Cost
Light Tower, 4000watt	60	132	95	285	66	234
Cable Ramp/Cover, 3 ft.	5	11	9	27	9	27
Other: Spider box	12	26	24	72	24	72
Other: ADA Cable Cover	12	26	45	135	20	60
Other: 50-foot 6/4 Cord	6	18	10	30	10	30
Other: 100-foot 6/4 Cord	10	21	20	60	20	60
Other: Stringer Panel	75	225	43	129	43	129
Other: QBS Box	35	85	19	57	19	57
Other:	\$	\$				

**5.13 GROUP 3 SET-UP FEES**

Include on site technical staff which may be requested by the city.

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Proposed by GenTech				Proposed by COG			
Description	Rate	Minimum Number of Hours	Description	Rate	Minimum Number of Hours	Description	Rate
Set-Up Fee	Cost Per Hour		Set-Up Fee	Cost Per Hour		Set-Up Fee	Cost Per Hour
Technician Standby	\$ 85	none	Technician Standby	\$ 85	4	Technician Standby	\$ 90.00
Regular Hrs			* \$85 regular hrs \$115 for overtime/ and charging \$115 for setup/teardown/standby			* \$90 regular hrs \$90 is for all labor per hour	

**5.14 GROUP 4 OTHER PROCEDURES**

Include all related costs not included in the unit costs. Any costs not listed here shall be considered inclusive of the unit cost per day or cost per week.

Description	Cost Per Hour
Environmental Fee	none
Pick-up/Delivery Fee	75*
Other: _____	\$ _____
Other: _____	\$ _____

Proposed by GenTech		Proposed by GCOG	
Description	Cost Per Hour	Description	Cost Per Hour
Environmental Fee	5%	Environmental Fee	0%
Pick-up/Delivery Fee	75*	Pick-up/Delivery Fee	75*
Other: _____	\$ _____	Other: _____	\$ _____
Other: _____	\$ _____	Other: _____	\$ _____
* Per Towable		* Per Towable	