

AMENDMENT NO. 3  
AGREEMENT FOR WATER METER VALVE BOXES, FRAMES AND LIDS  
(Solicitation No. IFB 18-31, Contract No. C18-0191)

This Amendment No. 3 (“Amendment”) to the Agreement for Water Meter Valve Boxes, Frames and Lids (“Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2021, (“Effective Date”), by and between the City of Glendale, an Arizona municipal corporation (“City”) and Dana Kepner Company, Inc., a Delaware corporation authorized to do business in Arizona (“Contractor”).

RECITALS

- A. City and Dana Kepner Company, Inc. (“Contractor”) previously entered into Agreement for Water Meter Valve Boxes, Frames and Lids, Contract No. C18-0191, dated February 27, 2018 (“Agreement”); and
- B. The Agreement has an initial one-year term beginning February 27, 2018 through February 26, 2019 and provided the option to extend for an additional four (4) years in one-year increments; and
- C. City and Contractor previously entered into Amendment No. 1 extending the term of the Agreement from February 27, 2019 to February 26, 2020; and
- D. City and Contractor previously entered into Amendment No. 2 extending the term of the Agreement from February 27, 2020 to February 26, 2021; 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 February 27, 2021 through February 26, 2022, 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 this Agreement is amended to include an increase to all products as shown on Exhibit A. The not exceed amount will increase by \$100,000 for a new not to exceed amount of \$230,000 for the entire term.
5. **Insurance Certificate.** Current certificate will expire on January 1, 2022 and a new certificate applying to the extended term must be provided prior to this date to Procurement 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. Unless and until the District Court's injunction in *Jordabl v Brnovich*, 336 F. Supp.3d 1016 (D. Ariz. 2018) is stayed or lifted, the Anti-Israel Boycott Provision (A.R.S. §35-393.01 (A)) (if applicable to this agreement) is unenforceable and the City will take no action to enforce it.
8. **Attestation of PCI Compliance.** When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.
9. **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

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Kevin R. Phelps, City Manager

ATTEST:

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Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

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Michael D. Bailey, City Attorney

Dana Kepner Company, Inc.  
a Delaware corporation

*Robert Norton*

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By: Robert Norton  
Its: Municipal Sales Rep

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# EXHIBIT A

Prod ID	Description	Unit	Qty	Price	New Price	2021 Price	Increase Precentage
51198	#198 MONUMENT ONLY	EA	109	\$ 31.00	\$ 31.00	\$ 31.00	0%
51LDI8S	8" DROP IN LID MARKED "SEWER"	EA	19	\$ 13.00	\$ 13.00	\$ 14.50	10%
51LDI8W	8" DROP IN LID MARKED "WATER"	EA	130	\$ 13.00	\$ 13.00	\$ 14.50	10%
821TNS	LID, METER BOX, #1, STEEL, OPEN CORNER, TUCSON LID	EA	171	\$ 18.25	\$ 20.00	\$ 23.50	15%
82CMB2	NO 2 CONCRETE METER BOX, 16X24"	EA	21	\$ 27.75	\$ 30.75	\$ 34.50	11%
82CMB3	NO 3 CONCRETE METER BOX, 19X30"	EA	10	\$ 35.50	\$ 39.50	\$ 44.00	10%
82CMB4	NO 4 CONCRETE METER BOX, 22X33"	EA	16	\$ 39.00	\$ 43.50	\$ 48.75	11%
82CMBL2B	NO 2 BENT STEEL LID	EA	59	\$ 44.00	\$ 49.00	\$ 56.75	14%
82CMBL3B	NO 3 BENT STEEL LID	EA	19	\$ 62.75	\$ 69.75	\$ 80.25	13%
82CMBL4B	NO 4 BENT STEEL LID	EA	18	\$ 80.50	\$ 89.75	\$ 103.25	13%
82TB1NS	BOX, METER, #1, CONCRETE, TUCSON BOX, WITHOUT LID 12-1/2" WIDE X 18-3/4" LONG	EA	98	\$ 14.75	\$ 16.50	\$ 18.50	11%