

AMENDMENT NO. 3
WATER AND WASTEWATER TREATMENT CHEMICALS
(IFB 20-47, Contract No. C20-0790)

This Amendment No. 3 (“Amendment”) to the Water and Wastewater Treatment Chemicals (“Agreement”) is made this _____ day of _____, 2024, (“Effective Date”), by and between the City of Glendale, an Arizona municipal corporation (“City”) and Pencco, Inc., a Texas corporation, authorized to do business in Arizona (“Contractor”).

RECITALS

- A. On September 22, 2020, City and Pencco, Inc. (“Contractor”) previously entered into Water and Wastewater Treatment Chemicals, Contract No. C20-0790, “Agreement”); and
- B. On September 22, 2021, Contractor and City executed Amendment No. 1, extending the term of the Agreement from September 22, 2021, through September 21, 2022. It also amended the cost of Ferric Chloride to \$2.11 per gallon; and
- C. On September 22, 2022, Contractor and City executed Amendment No. 2, extending the term of the Agreement from September 22, 2022, through September 21, 2023. It also amended the cost of Ferric Chloride to \$3.55 per gallon; and
- D. On September 22, 2023, Contractor and City executed Amendment No. 1, extending the term of the Agreement from September 22, 2023, through September 21, 2024. It also amended the cost of Ferric Chloride to \$3.66 per gallon; 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 unchanged and shall expire on September 21, 2024.
- 3. **Scope of Work.** The Scope of the Agreement is unchanged.
- 4. **Compensation.** Compensation is increased from \$2,000,000 to a new not to exceed amount of \$3,400,000 for the entire term of the Agreement.
- 5. **Insurance Certificate.** Current certificate will expire on November 1, 2024, 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.** To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.
8. **Uyghur Forced Labor Prevention Act (UFLPA).** Contractor certifies that it does not currently, and during the term of this Agreement, will not use:
 - (a) the forced labor of ethnic Uyghurs in the People’s Republic of China;
 - (b) any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China; and
 - (c) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China.
9. **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.
10. **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

Pencco, Inc.,
a Texas corporation


By: Sarah Duffy _____
Its: Bid Sec. _____