

**AMENDMENT NO. 1**  
**CONSTRUCTION AGREEMENT WITH MIDSTATE ENERGY, LLC**  
(CITY OF GLENDALE, Contract No. C23-0993)

This Amendment No. 1 (“Amendment”) to the construction agreement (“Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2024, (“Effective Date”), by and between the City of Glendale, an Arizona municipal corporation (“City”) and Veregy West, LLC, once known as Midstate Energy, LLC, an Arizona limited liability company, authorized to do business in Arizona (“Contractor”).

**RECITALS**

- A. City and Midstate Energy, LLC (“Contractor”) previously entered into a construction agreement, Contract No. C23-0999, dated September 26, 2023 (“Agreement”); and
- B. On May 18, 2023, Contractor filed a Trade Name application with the Arizona Corporation Commission to conduct business as Veregy West, LLC. A similar certification documenting Veregy West, LLC FKA Midstate Energy, L.L.C. was filed with the Internal Revenue Service on June 1, 2023; 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 is extended for a one-year period from September 26, 2024, through September 25, 2025. The term may be extended for three (3) additional one-year periods upon mutual agreement of the parties. The City shall notify Contractor 30 days in advance of its intent to extend the term and Contractor shall provide its consent, if any, prior to the expiration of the then-current term of this 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 being amended to include the activities and tasks contained in Exhibit A.
- 4. **Compensation.** The compensation is increased by \$6,387,437, resulting in a maximum compensation amount available under this Agreement of \$8,380,000.
- 5. **Insurance Certificate.** The current certificate will expire on January 31, 2025. A new insurance certificate must be provided prior to this date to the Materials Manager and the Contract Administrator in order for this Agreement to remain in effect.

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. **Assignment and Ratification of Agreement.** City and Contractor hereby agree that Veregy West, LLC shall be substituted for, shall comply with all terms and conditions, shall perform all requirements and obligations the provisions of the Agreement and shall enjoy all rights and benefits conferred on Contractor under this Agreement, including the assignment of payment for any outstanding purchases or orders. This Agreement shall 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

Veregy West, LLC  
an Arizona limited liability company  
3800 N Central Avenue, Suite 460  
Phoenix, AZ 85012



By: Jonathan Woods  
Its: VP, National Operations

## EXHIBIT A

### SCOPE OF WORK

The scope of work is being amended to include the following.

1. Substantial upgrades to aging lights, controls, mechanical, and electrical systems as well as SES and pole foundation replacements at various City facilities and parks.
  - a. Grand Canal Linear Park
    - i. Demo (7) existing direct-buried solar-powered single-head pole lights, (38) existing single-head pole lights, (1) existing double-head pole light, (111) existing single-heads with poles to remain as-is, (1) existing double-heads with poles to remain as-is, and (27) concrete-mounted tunnel light fixtures.
    - ii. Furnish & install (7) new concrete bases and 20' poles to re-install existing solar-powered light fixtures and panels.
    - iii. Furnish & install (1) new 30' single-head pole light.
    - iv. Furnish & install (1) new 30' double-head pole light.
    - v. Furnish & install (40) new 25' single-head pole lights.
    - vi. Furnish & install (111) single-head light fixtures on existing poles, and (1) double-head light fixtures on existing poles.
    - vii. Furnish & install (27) new wall pack light fixtures in tunnels & under bridges.
    - viii. Furnish & install (37) new bolt covers to replace rusted out bolt covers.
  - b. O'Neil Park
    - i. Remove & Replace existing SES with new 600A SES in same location.
    - ii. Demo (4) existing dual-headed light fixtures at basketball courts (Heads Only, Poles to remain as-is).
    - iii. Demo (3) existing direct-buried single-head pole lights, (4) existing direct-buried double-head pole lights, (2) concrete bases only (at light fixtures 5 & 6 – fixtures to be saved to reinstall on new bases), demo (10) existing concrete base and single-head pole lights, demo (3) existing concrete base and dual-head pole lights.
    - iv. Install (4) new light fixture heads on existing poles at basketball court.
    - v. Re-Install (2) existing pole lights onto new concrete bases near soccer/football field.
    - vi. Furnish & install (2) direct-buried single-head pole lights at volleyball court with cut-in button for sand sprinkler, (7) 25' double-head pole lights with new bases, and (11) 20' single-head pole lights with new bases.
  - c. Northern Horizon Park
    - i. Demo (14) existing single-head pole lights, (25) existing single-heads with poles to remain as-is, and (4) existing double-heads with poles to remain as-is.
    - ii. Furnish & install (4) new 15' single-head pole lights onto existing base.
    - iii. Furnish & install (10) new 25' single-head pole lights onto existing base.
    - iv. Furnish & install (29) single-head light fixtures on existing pole.
  - d. Lions Park
    - i. Install (4) new light poles in locations determined by City of Glendale.

- ii. Intercept existing circuitry, trench and install conduit & wire to tie in new light poles. All existing conduit and wire assumed to be in good working order/condition.
  - iii. Excavation and backfill as specifically required for electrical raceway systems.
  - iv. Demo (3) existing direct-buried single-head pole lights
  - v. Furnish & install (4) 25' single-head pole lights with new bases, and (2) 20' single-head pole lights with new bases.
2. 2 air-cooled chillers at the Main Library: 2 140-ton air cooled chiller; new chilled water pump, connections, piping, and insulation, electrical connect & disconnect, controls connect & disconnect, controls integration, gauges, thermometers, valves. 20' x 40' chiller yard extension to consist of 16' tall CMU block with 6" steel lintel; tree removal, 2 18" thick concrete chiller pads; chiller disconnect removal and disposal of old chiller, cooling tower disconnect removal and disposal, condenser water pump disconnects, removal and disposal.
  3. New SES at Main Library: (1) 2500A-3P-480V SES to include demo and removal of existing SES; new chiller, pumps and AHU switchboard, removal of existing MCC.
  4. New Air Handling Units at Main Library: 3 new VAV AHUs, demo and remove existing, includes integration with automation.
  5. New VAVs at Main Library: 42 new VAV fan powered boxes with electric reheat, 42 new 30A disconnect switches, electrical disconnect & reconnect, integrate with automation.
  6. Owner's Contingency will provide the opportunity to address project-related items that the City of Glendale deems necessary for successful project completion.