

AMENDMENT NO. 2
CONSTRUCTION AGREEMENT WITH MCKINSTRY ESSENTION, LLC
(CITY OF GLENDALE, Contract No. C23-0999)

This Amendment No. 2 (“Amendment”) to the construction (“Agreement”) is made this _____ day of _____, 2024, (“Effective Date”), by and between the City of Glendale, an Arizona municipal corporation (“City”) and Mckinstry Essention, LLC, a Washington limited liability company, authorized to do business in Arizona (“Contractor”).

RECITALS

- A. City and Mckinstry Essention, LLC (“Contractor”) previously entered into construction, Contract No. C23-0999, dated September 26, 2023 (“Agreement”); and
- B. On June 25, 2024, City and Contractor entered into Amendment 1 extending the term date from September 26, 2024, through September 25, 2025, amended the scope of work to include transition to sustainable operations and modified the compensation amount to \$10,373,329.
- 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 unchanged.
3. **Scope of Work.** The Scope of Work is amended to include the work and tasks described in Exhibit A.
4. **Compensation.** The Compensation is increased by \$1,000,000, resulting in a maximum compensation amount available under this Agreement of \$11,373,329. The additional compensation is being provided so Contractor can perform additional work and tasks included the amended Scope of Work contained in Exhibit A.
5. **Insurance Certificate.** Current certificate will expire on January 31, 2025. 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

Mckinstry Essention, LLC
a Washington limited liability company



By: Bryan Hanson

Its: Regional Vice-President
