

AMENDMENT NO. 2  
AGREEMENT FOR PURCHASE AND REPAIR OF  
CLERAL USA ON-BOARD SCALES  
(City of Glendale Solicitation No. 061115TRKSCALES-SG, Contract No. C-10169)

This Amendment No. 2 ("Amendment") to the Agreement for Purchase and Repair of Cleral USA On-Board Scales ("Agreement") is made this 28<sup>th</sup> day of September 2016, ("Effective Date"), by and between the City of Glendale, an Arizona municipal corporation ("City") and DaDee Manufacturing, LLC, an Arizona limited liability company authorized to do business in Arizona ("Contractor").

RECITALS

- A. City and Dadee Manufacturing, LLC ("Contractor") previously entered into an Agreement for Purchase and Repair of Cleral USA On-Board Scales, Contract No. C-10169, dated July 31, 2015 ("Agreement"); and
- B. The original Agreement, C-10169, had an initial one-year provision which expired on July 31, 2016 with the option to extend the term for four (4) additional years in one-year increments; and
- C. City and Contractor previously entered into Amendment No. 1, extending the term of the Agreement from July 31, 2016 through July 31, 2017; and
- D. City and Contractor wish to modify and amend the Agreement subject to and strictly in accordance with the terms of this Amendment.

AGREEMENT

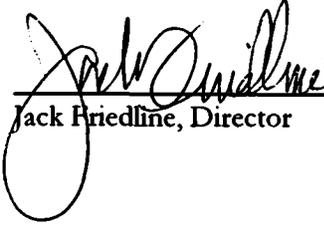
In consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Contractor hereby agree as follows:

- 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 July 31, 2017.
- 3. **Scope of Work.** The scope of work is unchanged.
- 4. **Compensation.** Section 4.1 of the Agreement is hereby modified and amended as follows:  
4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Subcontractors will not exceed \$45,000 for the entire term of the contract (including any extensions).

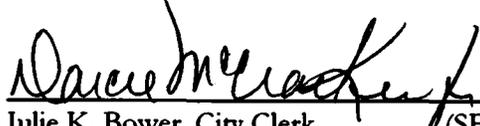
5. **Insurance Certificate.** Current certificate will expire on October 1, 2016 and a new certificate applying to the extended term must be provided prior to this date to Materials Management and the Contract Administrator.
6. **Non-discrimination.** Contractor must not discriminate against any employee 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

  
\_\_\_\_\_  
Jack Friedline, Director

ATTEST:

  
\_\_\_\_\_  
Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Michael D. Bailey, City Attorney

DaDee Manufacturing, LLC,  
an Arizona limited liability company

  
\_\_\_\_\_  
By: Kelly McKenna  
Its: CEO 