

**CITY CLERK  
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**C-10199-1  
12/07/2015**

AMENDMENT NO. 1

TO

LINKING AGREEMENT BETWEEN  
THE CITY OF GLENDALE, ARIZONA

AND

BRADY INDUSTRIES OF ARIZONA, LLC DBA BRADY INDUSTRIES  
(State of Arizona Contract No. ADSPO11-012618, Glendale Contract No. C-10199)

This Amendment No. 1 ("Amendment") to the Linking Agreement (Agreement) is made this 7<sup>th</sup> day of December 2015 ("Effective Date"), by and between the City of Glendale, an Arizona municipal corporation ("City) and Brady Industries of Arizona, LLC, a Nevada limited liability company dba Brady Industries ("Contractor").

RECITALS

- A. City and Brady Industries of Arizona, LLC dba Brady Industries ("Contractor") previously entered into a Linking Agreement, Contract No. C-10199, dated August 17, 2015 ("Agreement") pursuant to State of Arizona Contract No. ADSPO11-012618; and
- B. The State of Arizona Contract No. ADSPO11-012618 had an initial one-year term beginning September 28, 2011 through September 30, 2012 with the option to extend an additional four (4) years in one-year increments; and
- C. The State of Arizona Contract No. ADSPO11-012618, as amended, expires September 30, 2016; and
- D. City and Contractor wish to modify and amend the Agreement subject to and strictly in accordance with the terms of this Amendment.

AMENDMENT

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 this Agreement is extended for a one-year period from September 30, 2015 through September 30, 2016, 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. **Compensation.** The compensation of the Agreement is unchanged and shall not exceed \$40,000.00 annually.
4. **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 warrants compliance with this section.
5. **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.

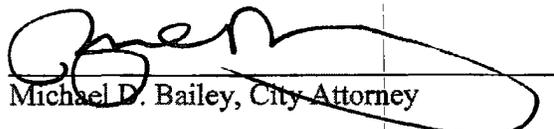
CITY OF GLENDALE, an Arizona  
municipal corporation

  
\_\_\_\_\_  
Craig Johnson, P.E. Director Water Services

ATTEST:

  
\_\_\_\_\_  
Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:

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

Brady Industries of Arizona, LLC d.b.a  
Brady Industries,  
a Nevada limited liability company

  
\_\_\_\_\_  
By: Reuben Navarrette  
Its: General Manager



## Contract Change Order Summary

Contract No.: ADSPO11-012618

Change Order No.: 21

Date: September 14, 2015

State of Arizona  
State Procurement Office  
100 N. 15<sup>TH</sup> Avenue, Suite 201  
Phoenix, AZ 85007

The above mentioned contract is hereby amended as follows;

- A. In accordance with Special Terms and Conditions Paragraph 9, Contract Renewal, the contract is hereby extended through September 30, 2016.
  
- B. Pricing remains unchanged through September 30, 2015. Price adjustments are being negotiated and all agreed to pricing will become effective October 1, 2015 and the contract will be amended to reflect all price adjustments via a bilateral change order prior to October 1, 2015.

**ALL OTHER REQUIREMENTS, SPECIFICATIONS, TERMS AND CONDITIONS REMAIN UNCHANGED  
ACKNOWLEDGEMENT AND AUTHORIZATION**

**This change order shall be fully executed upon the approval electronically in ProcureAZ by an authorized representative of the Contractor and applied to the contract in ProcureAZ by the Procurement Officer or delegate.**