

AMENDMENT NO. 1
LINKING AGREEMENT WITH HD SUPPLY WATERWORKS GROUP, INC. DBA
HD SUPPLY WATERWORKS, LTD
(City of Chandler Contract WH3-890-3218, Contract No. C-10053)

This Amendment No. 1 ("Amendment") to the Linking Agreement with HD Supply Waterworks, LTD ("Agreement") is made this 14 day of June, 2016, ("Effective Date"), by and between the City of Glendale, an Arizona municipal corporation ("City") and HD Supply Waterworks Group, Inc. a Delaware corporation authorized to do business in Arizona dba HD Supply Waterworks, LTD ("Contractor").

RECITALS

- A. City and HD Supply Waterworks Group, Inc. dba HD Supply Waterworks, LTD ("Contractor") previously entered into the Linking Agreement, Contract No. C-10053, dated June, 23 2015 ("Agreement"); and
- B. The City of Chandler Contract No. WH3-890-3218 had an initial one-year term beginning May 1, 2013 to April 30, 2014 with the option to extend an additional four (4) years in one-year increments; and
- C. City and Contractor previously entered into the Agreement on June 23, 2015 with an expiration date of May 31, 2016, providing the option to renew based on the renewal of the City of Chandler Contract; and
- D. The City of Chandler Contract, as amended, expires on May 12, 2017; 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

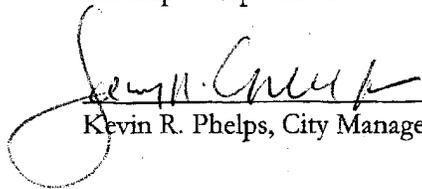
In consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Contractor hereby agree as follows:

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 extended for a one-year period from May 31, 2016 through May 12, 2017, 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. **Scope of Work.** The Scope of Work is unchanged.

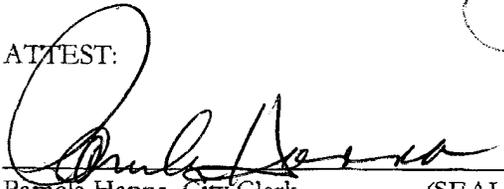
4. **Compensation.** Total compensation will remain unchanged at \$300,000. The City of Chandler and Contract amended the rates. An updated Exhibit B, reflecting the revised rates, is available upon request.
5. **Insurance Certificate.** Current certificate will expire on August 30, 2016 and a new certificate 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. **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.]

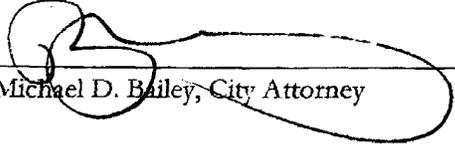
CITY OF GLENDALE, an Arizona
municipal corporation


Kevin R. Phelps, City Manager

ATTEST:


Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:


Michael D. Bailey, City Attorney

HD Supply Waterworks Group, Inc. a
Delaware corporation dba HD Supply
Waterworks, LTD


By: Thomas Otto
Its: Account Manager

AMENDMENT NUMBER THREE
TO AGREEMENT BETWEEN THE CITY OF CHANDLER
AND
HD SUPPLY WATERWORKS
FOR WATERWORKS SUPPLIES
AGREEMENT NO. WH3-890-3218

05-844

This Amendment No. 3 to that certain Agreement between the City of Chandler (City) and HD Supply Waterworks (Contractor) for waterworks supplies dated April 29, 2013, and is entered into this 25 day of May, 2016.

WHEREAS, the parties have agreed;

NOW THEREFORE, the parties agree as follows:

1. Exhibit B is deleted in its entirety and replaced by the Amended Exhibit B, attached hereto and incorporated herein by this reference.
2. Section 5. For each item ordered by it, the City shall pay Contractor the per unit price as set forth in Amended Exhibit B but in no instance shall the aggregate of the per-unit prices exceed \$300,000.
3. Section 6. The term of the Agreement, as amended, is hereby extended for a one-year period, May 13, 2016 through May 12, 2017.
4. All other terms and conditions of the above referenced Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names this 25 day of May, 2016.

CITY OF CHANDLER:

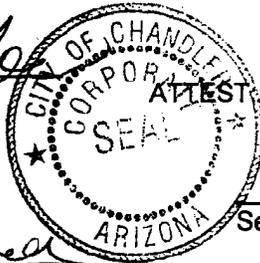
By: [Signature]
Mayor

CONTRACTOR:

By: [Signature]
Title: Account Manager

APPROVED AS TO FORM:

[Signature]
City Attorney (1/2)



ATTEST (If corporation)

ATTEST:

[Signature]
City Clerk

[Signature]
Secretary

WITNESS: (If individual or Partnership)

[SEAL]