

AMENDMENT NO. 1
CHEMICALS FOR WATER/WASTEWATER TREATMENT
(Contract No. C-10327)

This Amendment No. 1 (“Amendment”) to the Chemicals for Water/Wastewater Treatment Agreement (“Agreement”) is made this _____ day of _____, (“Effective Date”), by and between the City of Glendale, an Arizona municipal corporation (“City”) and Cal-Pacific Carbon, LLC, a California limited liability company authorized to do business in Arizona (“Contractor”).

RECITALS

- A. City and Cal-Pacific Carbon (“Contractor”) previously entered into Chemicals for Water/Wastewater Treatment, Contract No. C-10327, dated October 13, 2015 (“Agreement”); and
- B. The Agreement had an initial one-year term beginning October 13, 2015 through October 12, 2017 and provided the option to extend for an additional three (3) years in one-year increments; 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 unchanged and shall expire on October 12, 2017.
- 3. **Scope of Work.** The Scope of Work is unchanged.
- 4. **Compensation.** The compensation of the Agreement is amended to not exceed \$80,000 annually and \$350,000 for the total contract term.
- 5. **Insurance Certificate.** Current certificate will expire on December 31, 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. **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.
9. **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

Cal-Pacific Carbon, LLC,
a California limited liability company


By: Kenneth H. Quigley
Its: General manager/owner