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C-10182-2  
03/18/2016

AMENDMENT NO. 2  
TO  
THE LINKING AGREEMENT  
WITH  
WASTEBUILT SOUTHWEST, LLC  
(City of Mesa Contract No. Bid #2012207, Contract No. C-10182)

This Amendment No. 2 ("Amendment") to the Linking Agreement with Wastebuilt Southwest, LLC ("Agreement") is made this 18 day of March, 2016, ("Effective Date"), by and between the City of Glendale, an Arizona municipal corporation ("City") and Wastebuilt Southwest, LLC, an Arizona limited liability company authorized to do business in Arizona ("Contractor").

RECITALS

- A. City and Wastebuilt Southwest, LLC ("Contractor") previously entered into a Linking Agreement, Contract No. C-10182, dated August 14, 2015 ("Agreement"); and
- B. The original City of Mesa Contract No. Bid #2012207, had an initial one-year term beginning November 1, 2012 through October 31, 2013 with the option to extend for an additional four (4) years in one-year increments; and
- C. The City of Mesa Contract, as amended, expires on October 31, 2016; and
- D. City and Contractor previously entered into Contract No. C-10182-1 extending the term of the agreement to expire on October 31, 2016; 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

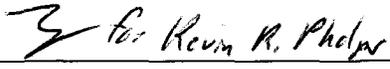
In consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Contractor hereby agree as follows:

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 unchanged and will expire on October 31, 2016.
3. **Scope of Work.** The scope of work is unchanged
4. **Compensation.** Section 3 of the Linking Agreement is hereby modified and amended as follows:

- B. The total price for supplies and/or services purchased under the agreement shall not exceed forty-five thousand dollars (\$45,000) for the entire term of the agreement (including any extensions).
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.]

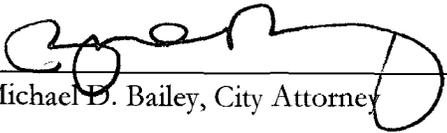
CITY OF GLENDALE, an Arizona  
municipal corporation

  
\_\_\_\_\_  
Kevin R. Phelps, City Manager

ATTEST:

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

APPROVED AS TO FORM:

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

Wastebuilt Southwest, LLC,  
an Arizona limited liability company

  
\_\_\_\_\_  
By: Brian Gibson  
\_\_\_\_\_  
Its: President  
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