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11/01/2012

AMENDMENT NO. 2

BUS SHELTER TRASH PICKUP SERVICES AGREEMENT (Contract No. 7783)  
City of Glendale Solicitation No. 12-11

This Amendment to the Bus Shelter Trash Pickup Services Agreement is made this 1<sup>st</sup> day of November, 2012 ("Effective Date"), by and between the City of Glendale, an Arizona municipal corporation ("City") and Triangle Services, Inc., an Arizona corporation authorized to do business in Arizona ("Contractor").

RECITALS

- A. City and Contractor previously entered into a Bus Shelter Trash Pickup Services Agreement, Contract No. 7783, dated October 25, 2011 ("Agreement"); and
- B. City and Contractor previously amended the Agreement Contract Amendment 1 dated January 1, 2012;
- 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 extended for a 1-year period from October 26, 2012 through October 25, 2013 unless otherwise terminated or canceled as provided by the Agreement.
- 3. **Compensation.** Contractor's compensation is amended as of the Effective Date of this Amendment and Exhibit B of the original Agreement is amended as set forth in Exhibit B-Amendment No. 2, attached hereto.
- 4. **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

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Horatio E. Skeete, Acting City Manager

ATTEST:

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Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:

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Craig Tindall, City Attorney

Triangle Services, Inc., an Arizona  
corporation

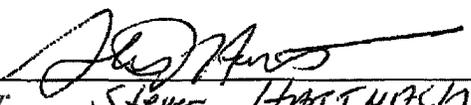
  
By: Steven HARTNACK  
Its: COU

EXHIBIT B-AMENDMENT NO. 2

BUS SHELTER TRASH PICKUP SERVICES  
AMENDED COMPENSATION

**METHOD AND AMOUNT OF COMPENSATION**

Starting November 1, 2012, the price will be reduced to \$6.25 per trash receptacle serviced.

**NOT TO EXCEED AMOUNT**

The total amount of compensation paid to Contractor for full completion of all work required by the Project must not exceed \$90,000.

**DETAILED PROJECT COMPENSATION**

All other compensation provisions of the contract shall remain in their entirety.

