

**CITY CLERK  
ORIGINAL**

C-7832-2  
12/22/2014

AMENDMENT NO. 2  
REFUSE CONTAINERS – 60/68 & 90/98 GALLON ACCEPTANCE AGREEMENT  
(Solicitation No. IFB 11-13 Contract No. C-7832)

This Amendment No. 4 (“Amendment”) for Refuse Containers – 60/68 & 90/98 Gallon Acceptance Agreement is made to be effective the 22nd day of December, 2014 (“Effective Date”), by and between the City of Glendale, an Arizona municipal corporation (“City”) and Rehrig Pacific Company Inc., a Delaware corporation authorized to do business in Arizona (“Contractor”).

RECITALS

- A. City and Contractor previously entered into Refuse Containers – 60/68 & 90/98 Gallon Acceptance Agreement, Contract No. C-7832, dated December 14, 2010 (“Agreement”); and
- B. The Agreement had an initial one-year term beginning December 22, 2010 through December 21, 2011, and provided the option to extend the term for an additional five (5) years in one-year increments for a maximum term of six (6) years; and
- C. City and Contractor previously entered into Amendment No. 1, extended the term of the Agreement from December 22, 2011 through December 21, 2012; and
- D. City and Contractor previously amended the Agreement, extending the term from December 22, 2012 through December 21, 2013; and
- E. City and Contractor previously amended the Agreement, extending the term from December 22, 2013 through December 21, 2014;
- F. 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.

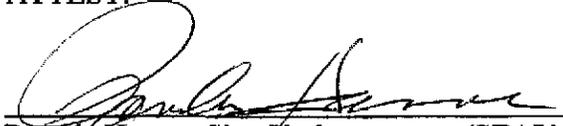
2. **Term.** The term of the Agreement is extended for a one-year period from December 22, 2014 through December 21, 2015, unless terminated, canceled or extended as provided in the Agreement. All other provisions of the Agreement shall remain in their entirety.
3. **Scope of Work.** The Scope of Work is unchanged.
4. **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. 4, attached hereto.
5. **Insurance Certificate.** The existing insurance certificate is expiring and a new certificate applying to the extended term is required and must be received by the Contract Specialist prior to the execution of this Amendment.
6. **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

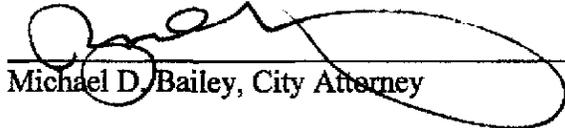


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Brenda S. Fischer, City Manager

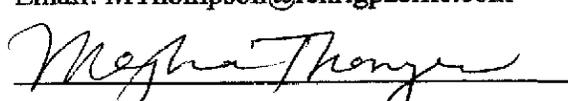
ATTEST:

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

APPROVED AS TO FORM:

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

Rehrig Pacific Company Inc.  
a Delaware corporation  
4010 East 26<sup>th</sup> Street  
Los Angeles, CA 90058  
Phone: 323-262-5145  
Email: MThompson@rehrigpacific.com

 11/26/14  
By:     Meghan Thompson      
Its:     Sales Representative

**EXHIBIT B-AMENDMENT NO. 4**

**REFUSE CONTAINER SERVICES  
AMENDED COMPENSATION**

**METHOD AND AMOUNT OF COMPENSATION**

Effective December 22, 2014, pricing as follows:

- 65 gallon container - \$ 40.82
- 95 gallon container - \$ 47.24

**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 \$571,000.00 for the one-year period of the renewal term.

**DETAILED PROJECT COMPENSATION**

N/A