

CITY CLERK ORIGINAL

C-8688-1
11/05/2014

AMENDMENT NO. 1

FREON REMOVAL SERVICES AGREEMENT City of Glendale Solicitation No. RFQ 13-42 Contract No. C-8688

This Amendment No. 1 for Freon Removal Services Agreement ("Amendment") is made to be effective the 5th day of November, 2014 ("Effective Date"), by and between the City of Glendale, an Arizona municipal corporation ("City") and D & W Recycling, LLC, an Arizona limited liability company ("Contractor").

RECITALS

- A. City and Contractor previously entered into a Freon Removal Service Agreement, Contract No. C-8688, dated November 5, 2013 ("Agreement"); and
- B. The Agreement had an initial term of one-year beginning November 5, 2013 and provided the option to extend the term for an additional four (4) years in one-year increments.
- 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 one-year period from November 5, 2014 through November 4, 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. 1, attached hereto.

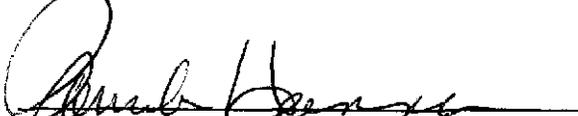
5. **Insurance Certificate.** The existing insurance certificate is expiring and a new certificate applying to the extended term is required and must be received by the Contract Specialist prior to the execution of this Amendment.
6. **Ratification of Agreement.** City and Contractor hereby agree that 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



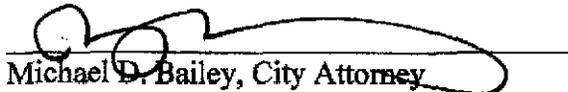
Brenda S. Fischer
City Manager

ATTEST:



Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:



Michael D. Bailey, City Attorney

D & W Recycling, LLC
an Arizona limited liability company
PO Box 1234
Maricopa, AZ 85139
Phone: 602-399-1130
Email: dwaynenaz@gmail.com

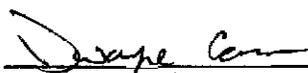
By: 
Its: Member

EXHIBIT B-AMENDMENT NO. 1

**FREON REMOVAL SERVICES
AMENDED COMPENSATION**

METHOD AND AMOUNT OF COMPENSATION

Starting November 5, 2014, the rate for Freon Removal Services is \$12.00 per unit annually.

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 \$40,000.00 and be in accordance with available City budget.

DETAILED PROJECT COMPENSATION

N/A