

**CITY CLERK
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C-7783-5
09/11/2015

AMENDMENT NO. 5

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

This Amendment No. 5 ("Amendment") to the Agreement for Bus Shelter Trash Pickup Services ("Agreement") is made this 11 day of September 2015, ("Effective Date"), by and between the City of Glendale, an Arizona municipal corporation ("City") and Triangle Services, Inc., an Arizona corporation ("Contractor").

RECITALS

- A. City and ShelterCLEAN of Arizona, Inc., ("Contractor") previously entered into an Agreement for Bus Shelter Trash Pickup Services, Contract No. C-7783, dated October 25, 2011 ("Agreement"); and
- B. The Agreement had an initial one-year term beginning October 25, 2011 through October 24, 2012 and provided the option to extend for an additional four (4) years in one-year increments; and
- C. City and Contractor previously entered into Agreement Amendment No. 1, authorizing Contractor to reassign contract to Triangle Services, Inc.; and
- D. City and Contractor previously entered into Agreement Amendment No. 2, extending the term of the Agreement from October 25, 2012 through October 24, 2013; and
- E. City and Contractor previously entered into Agreement Amendment No. 3, extending the term of the Agreement from October 25, 2013 through October 24, 2014; and
- F. City and Contractor previously entered into Agreement Amendment No. 4, extending the term of the Agreement from October 25, 2014 through October 24, 2015; and
- G. City and Contractor wish to modify and amend the Agreement subject to and strictly in accordance with the terms of this Amendment.

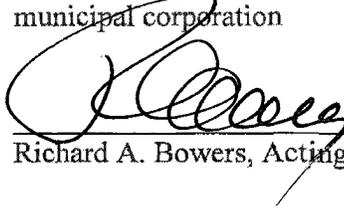
AGREEMENT

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 October 25, 2015 through October 24, 2016, unless otherwise terminated or canceled as provided by the Agreement. All other provisions of the Agreement except as set forth in this Amendment shall remain in their entirety.
3. **Scope of Work.** The Scope of Work is unchanged.
4. **Compensation.** The compensation of the Agreement is unchanged and shall not exceed \$90,000.00 annually.
5. **Insurance Certificate.** Current certificate will expire on February 28, 2016 and a new certificate applying to the extended term must be provided prior to this date to Materials Management and the Contract Specialist.
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.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE.]

CITY OF GLENDALE, an Arizona
municipal corporation

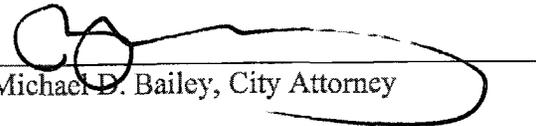


Richard A. Bowers, Acting City Manager

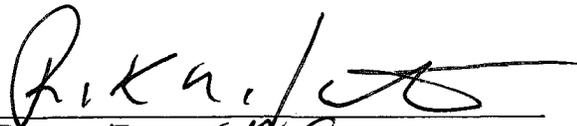
ATTEST:


Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:


Michael D. Bailey, City Attorney

Triangle Services, Inc.,
an Arizona corporation
Phone: 602-258-8061
Frank Saccente
fsaccente@triangleservice.com


By: Frank M. Saccente
Its: Regional Branch Mgr.