

CITY CLERK  
ORIGINAL

C-8966  
06/10/2014

AGREEMENT FOR  
UNIFORM GARMENT RENTAL

This Agreement for uniform garment rental ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and Unifirst Corporation, an Arizona corporation, authorized to do business in Arizona, (the "Contractor"), as of the 10 day of June, 2014.

RECITALS

- A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in Exhibit A, pursuant to Solicitation No. 2014035 with the City of Mesa (the "Project");
- B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project attached hereto;
- C. City and Contractor desire to memorialize their agreement with this document.

AGREEMENT

In consideration of the Recitals, which are confirmed as true and correct and incorporated by this reference, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, City and Contractor agree as follows:

1. **Key Personnel; Sub-contractors.**

1.1 Services. Contractor will provide all services necessary to assure the Project is completed timely and efficiently consistent with Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other contractors or consultants, retained by City.

1.2 Project Team.

a. Project Manager.

- (1) Contractor will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's option, complete the Project and handle all aspects of the Project such that the work produced by Contractor is consistent with applicable standards as detailed in this Agreement;
- (2) The City must approve the designated Project Manager; and
- (3) To assure the Project schedule is met, Project Manager may be required to devote no less than a specific amount of time as set out in Exhibit A.

b. Project Team.

- (1) The Project manager and all other employees assigned to the project by Contractor will comprise the "Project Team."
- (2) Project Manager will have responsibility for and will supervise all other employees assigned to the project by Contractor.

c. Discharge, Reassign, Replacement.

- (1) Contractor acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in the response to the Project's solicitation.
- (2) Contractor will not discharge, reassign or replace or diminish the responsibilities of any of the employees assigned to the Project who have been approved by City

without City's prior written consent unless that person leaves the employment of Contractor, in which event the substitute must first be approved in writing by City.

- (3) Contractor will change any of the members of the Project Team at the City's request if an employee's performance does not equal or exceed the level of competence that the City may reasonably expect of a person performing those duties or if the acts or omissions of that person are detrimental to the development of the Project.

d. Sub-contractors.

- (1) Contractor may engage specific technical contractor (each a "Sub-contractor") to furnish certain service functions.
- (2) Contractor will remain fully responsible for Sub-contractor's services.
- (3) Sub-contractors must be approved by the City, unless the Sub-contractor was previously mentioned in the response to the solicitation.
- (4) Contractor shall certify by letter that contracts with Sub-contractors have been executed incorporating requirements and standards as set forth in this Agreement.

2. **Schedule.** The services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project.

3. **Contractor's Work.**

3.1 Standard. Contractor must perform services in accordance with the standards of due diligence, care, and quality prevailing among contractors having substantial experience with the successful furnishing of services for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.

3.2 Licensing. Contractor warrants that:

- a. Contractor and Sub-contractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of services ("Approvals"); and
- b. Neither Contractor nor any Sub-contractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").
  - (1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments or to examine Contractor's contracting ability.
  - (2) Contractor must notify City immediately if any Approvals or Debarment changes during the Agreement's duration and the failure of the Contractor to notify City as required will constitute a material default under the Agreement.

3.3 Compliance. Services will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by City.

3.4 Coordination; Interaction.

- a. For projects that the City believes requires the coordination of various professional services, Contractor will work in close consultation with City to proactively interact with any other professionals retained by City on the Project ("Coordinating Project Professionals").
- b. Subject to any limitations expressly stated in the Project Budget, Contractor will meet to review the Project, Schedule, Project Budget, and in-progress work with Coordinating Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.

- c. For projects not involving Coordinating Project Professionals, Contractor will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

### 3.5 Work Product.

- a. Ownership. Upon receipt of payment for services furnished, Contractor grants to City, and will cause its Sub-contractors to grant to the City, the exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.*, and other intellectual work product as may be applicable ("Work Product").
  - (1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.
  - (2) Contractor warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.
- b. Delivery. Contractor will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.
- c. City Use.
  - (1) City may reuse the Work Product at its sole discretion.
  - (2) In the event the Work Product is used for another project without further consultations with Contractor, the City agrees to indemnify and hold Contractor harmless from any claim arising out of the Work Product.
  - (3) In such case, City shall also remove any seal and title block from the Work Product.

## 4. Compensation for the Project.

4.1 Compensation. Contractor's compensation for the Project, including any services furnished by its Sub-contractors, as specifically detailed in Exhibit B (the "Compensation") shall not exceed \$75,000 per year for any year this Agreement remains in effect. In the event the option to renew this Agreement is exercised by the City for each of the two years subsequent to the Initial Term of this Agreement, as provided in Section 13 below, the aggregate amount to be paid to the Contractor pursuant to the terms of this Agreement shall not exceed \$300,000.00.

4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated scope of services as outlined in the Project is significantly modified.

- a. Adjustments to the Compensation require a written amendment to this Agreement and may require City Council approval.
- b. Additional services which are outside the scope of the Project contained in this Agreement may not be performed by the Contractor without prior written authorization from the City.

## 5. Billings and Payment.

### 5.1 Applications.

- a. Contractor will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.
- b. The period covered by each Payment Application will be one calendar month ending on the last day of the month or as specified in the solicitation.

5.2 Payment.

- a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.
- b. Payment may be subject to or conditioned upon City's receipt of:
  - (1) Completed work generated by Contractor and its Sub-contractors; and
  - (2) Unconditional waivers and releases on final payment from Sub-contractors as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

5.3 Review and Withholding. City's Project Manager will timely review and certify Payment Applications.

- a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.
- b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

6. Termination.

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 30 days following the date of delivery.

- a. Contractor will be equitably compensated for Service and Repair furnished prior to receipt of the termination notice and for reasonable costs incurred.
- b. Contractor will also be similarly compensated for any approved effort expended and approved costs incurred that are directly associated with project closeout and delivery of the required items to the City.

6.2 For Cause. City may terminate this Agreement for cause if Contractor fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

- a. Contractor will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Contractor for Service and Repair furnished, City will pay the amount due to Contractor, less City's damages, in accordance with the provision of § 5.
- b. If City's direct damages exceed amounts otherwise due to Contractor, Contractor must pay the difference to City immediately upon demand; however, Contractor will not be subject to consequential damages of more than \$1,000,000 or the amount of this Agreement, whichever is greater.

7. Conflict. Contractor acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.

8. Insurance.

8.1 Requirements. Contractor must obtain and maintain the following insurance ("Required Insurance"):

- a. Contractor and Sub-contractors. Contractor, and each Sub-contractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively referred to herein as the "Contractor's Policies"), until each Party's obligations under this Agreement are completed.

- b. General Liability.
  - (1) Contractor must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate for each property damage and contractual property damage.
  - (2) Sub-contractors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least \$1,000,000 per occurrence.
  - (3) This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, XCU hazards if requested by the City, and a separation of insurance provision.
  - (4) These limits may be met through a combination of primary and excess liability coverage.
- c. Auto. A business auto policy providing a liability limit of at least \$1,000,000 per accident for Contractor and \$1,000,000 per accident for Sub-contractors and covering owned, non-owned and hired automobiles.
- d. Workers' Compensation and Employer's Liability. Contractor and sub-contractor must, at all times relevant hereto, carry a workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.
- e. Notice of Changes. Contractor's Policies must provide for not less than 30 days' advance written notice to City Representative of:
  - (1) Cancellation or termination of Contractor or Sub-contractor's Policies;
  - (2) Reduction of the coverage limits of any of Contractor or and Sub-contractor's Policies; and
  - (3) Any other material modification of Contractor or Sub-contractor's Policies related to this Agreement.
- f. Certificates of Insurance.
  - (1) Within 10 business days after the execution of the Agreement, Contractor must deliver to City Representative certificates of insurance for each of Contractor and Sub-contractor's Policies, which will confirm the existence or issuance of Contractor and Sub-contractor's Policies in accordance with the provisions of this section, and copies of the endorsements of Contractor and Sub-contractor's Policies in accordance with the provisions of this section.
  - (2) City is and will be under no obligation either to ascertain or confirm the existence or issuance of Contractor and Sub-contractor's Policies, or to examine Contractor and Sub-contractor's Policies, or to inform Contractor or Sub-contractor in the event that any coverage does not comply with the requirements of this section.
  - (3) Contractor's failure to secure and maintain Contractor Policies and to assure Sub-contractor policies as required will constitute a material default under the Agreement.
- g. Other Contractors or Vendors.
  - (1) Other contractors or vendors that may be contracted with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular contract.
  - (2) This insurance coverage must comply with the requirements set forth above for Contractor's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance).

- h. Policies. Except with respect to workers' compensation and employer's liability coverages, City must be named and properly endorsed as additional insureds on all liability policies required by this section.
  - (1) The coverage extended to additional insureds must be primary and must not contribute with any insurance or self insurance policies or programs maintained by the additional insureds.
  - (2) All insurance policies obtained pursuant to this section must be with companies legally authorized to do business in the State of Arizona and reasonably acceptable to all parties.

8.2 Sub-contractors.

- a. Contractor must also cause its Sub-contractors to obtain and maintain the Required Insurance.
- b. City may consider waiving these insurance requirements for a specific Sub-contractor if City is satisfied the amounts required are not commercially available to the Sub-contractor and the insurance the Sub-contractor does have is appropriate for the Sub-contractor's work under this Agreement.
- c. Contractor and Sub-contractors must provide to the City proof of the Required Insurance whenever requested.

8.3 Indemnification.

- a. To the fullest extent permitted by law, Contractor must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties"), for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense"; collectively, "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Contractor) and that arises out of or results from the breach of this Agreement by the Contractor or the Contractor's negligent actions, errors or omissions (including any Sub-contractor or other person or firm employed by Contractor), whether sustained before or after completion of the Project.
- b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Contractor shall be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Contractor or of any person or entity for whom Contractor is responsible.
- c. Contractor is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

9. **Immigration Law Compliance.**

- 9.1 Contractor, and on behalf of any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.
- 9.2 Any breach of warranty under subsection 9.1 above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.

- 9.3 City retains the legal right to inspect the papers of any Contractor or subcontractor employee who performs work under this Agreement to ensure that the Contractor or any subcontractor is compliant with the warranty under subsection 9.1 above.
- 9.4 City may conduct random inspections, and upon request of City, Contractor shall provide copies of papers and records of Contractor demonstrating continued compliance with the warranty under subsection 9.1 above. Contractor agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this section.
- 9.5 Contractor agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon Contractor and expressly accrue those obligations directly to the benefit of the City. Contractor also agrees to require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.
- 9.6 Contractor's warranty and obligations under this section to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.
- 9.7 The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

10. Notices.

- 10.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:
- a. The Notice is in writing; and
  - b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested); and
  - c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:
    - (1) Received on a business day, or before 5:00 p.m., at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service on or before 5:00 p.m.; or
    - (2) As of the next business day after receipt, if received after 5:00 p.m.
  - d. The burden of proof of the place and time of delivery is upon the Party giving the Notice; and
  - e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

10.2 Representatives.

- a. Contractor. Contractor's representative (the "Contractor's Representative") authorized to act on Contractor's behalf with respect to the Project, and his or her address for Notice delivery is:

Unifirst Corporation  
c/o Patrick Scillo  
104 N. 14<sup>th</sup> Street  
Phoenix, AZ 85034

- b. City. City's representative ("City's Representative") authorized to act on City's behalf, and his or her address for Notice delivery is:

City of Glendale  
c/o Christina Betz  
City of Glendale  
6210 W. Myrtle Avenue, Suite # 111  
Glendale, Arizona 85301  
623-930-2659

With required copy to:

City Manager  
City of Glendale  
5850 West Glendale Avenue  
Glendale, Arizona 85301

City Attorney  
City of Glendale  
5850 West Glendale Avenue  
Glendale, Arizona 85301

- c. Concurrent Notices.

- (1) All notices to City's representative must be given concurrently to City Manager and City Attorney.
- (2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by City Manager and City Attorney.
- (3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Contractor identifying the designee(s) and their respective addresses for notices.

- d. Changes. Contractor or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

11. **Financing Assignment.** City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.

12. **Entire Agreement; Survival; Counterparts; Signatures.**

12.1 **Integration.** This Agreement contains, except as stated below, the entire agreement between City and Contractor and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.

- a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
- b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.
- c. The solicitation, any addendums and the response submitted by the Contractor are incorporated into this Agreement as if attached hereto. Any Contractor response modifies

the original solicitation as stated. Inconsistencies between the solicitation, any addendums and the response or any excerpts attached as Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.

12.2 Interpretation.

- a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.
- b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.
- c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

12.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.

12.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval. Electronic signature blocks do not constitute execution.

12.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.

12.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be deemed reformed to conform to applicable law.

12.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

13. Term. The City is purchasing uniform garment rental for Public Works employees from Contractor pursuant to a cooperative agreement and Solicitation No. 2014035 with the City of Mesa. According to the Solicitation and cooperative agreement, purchases can be made by governmental entities from the date of award, which was November 1, 2013, until the date the contract with the City of Mesa expires on October 31, 2016, unless such contract is extended by the mutual agreement of the Contractor and City of Mesa. The City of Mesa has the option to renew the contract for two (2) one-year terms, with those extensions expiring on October 31, 2018. The City of Mesa is required to give the Contractor written notice of its intent to renew at least 30 days prior to the expiration of the initial contract term or any subsequent renewal term. Nothing in this Agreement, however, binds or requires the City of Glendale to extend this Agreement beyond the October 31, 2016 expiration date. In the event the City of Glendale wishes to exercise its right to renew this Agreement pursuant to City of Mesa Solicitation No. 2014035, Glendale shall give the Contractor written notice of its intent to renew at least 30 days prior to the expiration of the initial contract term or any subsequent renewal term.

14. Dispute Resolution. Each claim, controversy and dispute (each a "Dispute") between Contractor and City will be resolved in accordance with Exhibit C. The final determination will be made by the City.

15. Exhibits. The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A	Project
Exhibit B	Compensation
Exhibit C	Dispute Resolution

The parties enter into this Agreement as of the effective date shown above.

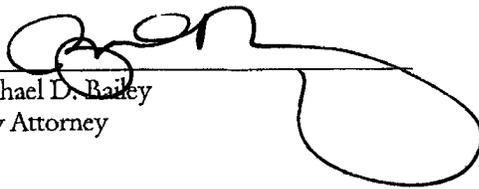
City of Glendale,  
an Arizona municipal corporation

  
\_\_\_\_\_  
By: Brenda S. Fischer  
Its: City Manager

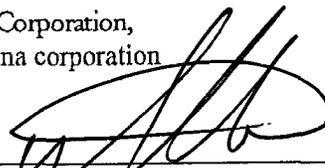
ATTEST:

  
\_\_\_\_\_  
City Clerk (SEAL)

APPROVED AS TO FORM:

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

Unifirst Corporation,  
an Arizona corporation

  
\_\_\_\_\_  
By: Patrick Scillo  
Its: General Manager

**EXHIBIT A**  
**UNIFORM GARMENT RENTAL**  
**PROJECT**

In accordance with the terms and conditions of this Agreement and City of Mesa Solicitation No. 2014035, the City of Glendale is purchasing uniform garment rental to provide uniforms on an as needed basis for the employees of its Public Works Department.

**EXHIBIT B**  
**UNIFORM GARMENT RENTAL**  
**COMPENSATION**

**METHOD AND AMOUNT OF COMPENSATION**

Method of payment is provided in Paragraph 5 of the Agreement. The amount of compensation per garment is provided in the rate sheet from City of Mesa Solicitation No. 2014035, which is attached hereto.

**NOT-TO-EXCEED AMOUNT**

Compensation for the Project, including those services furnished by its Sub-contractors, shall not exceed \$75,000 per year for any year this Agreement remains in effect. In the event the option to renew this Agreement is exercised by the City for each of the two years subsequent to the Initial Term of the Agreement, in accordance with Section 13 of the Agreement, the aggregate amount to be paid to the Contractor pursuant to the terms of the Agreement shall not exceed \$300,000.00.

**DETAILED PROJECT COMPENSATION**

Uniform Garment Rental is providing rental of uniform garments on an as needed basis to the employees of the City of Glendale's Public Works Department.



CONTRACT AMENDMENT

Contract Number: 2014035

Contract Title: Uniform Garment Rental

Description of Change:

Additional items have been added so that City of Glendale could utilize our contract. The additional items and prices are as follows:

	Price per Piece	Price per Change	Replacement Price
Long Sleeve Oxford Shirt	.17	.374	13.55
Short Sleeve Oxford Shirt	.17	.374	13.55
Short Sleeve Polo Shirt	.22	.484	14.65
Long Sleeve Polo Shirt	.25	.55	16.59
Pleated Industrial Pant	.22	.484	16.25
Men's Relaxed Fit Wrangler Jeans	.32	.704	24.75
Women's Denim Jeans	.32	.704	24.75
Permalined Industrial Jacket	.33	.726	23.35

The Price per Piece is based on 11 pieces and the Price per Change is based on five changes a week.

Fender Covers .40  
 Cloth Roll Towels 2.75

Current contract amount: ..... 160,000.00  
 Change Amount:  Increase  Decrease  No Change .....  
 New contract amount: .....

Acceptance: On behalf of the undersigned Contractor, I have given careful consideration to this Contract Amendment and hereby agree to the change(s) and that except as amended herein, all provisions of the Contract remain in full force and effect.

Contractor Name:

*[Signature]*  
Signature

Patrick Sando 4/23/14  
Printed Name Date

City of Mesa:

*[Signature]*  
Signature

Edward Quaders 4/28/14  
City Manager Designee Date

Mail Completed Amendment to:  
 Attn: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_

**PRICING AND COMPENSATION**

Pursuant to all the contract specifications enumerated and described in this solicitation, we agree to furnish Uniform Garment Rental to the City of Mesa at the price(s) stated below.

**GROUP A**

Column A	Column B	Column C	Column D	Column E	Column F	Column G
Item No.	Description	Est. Wkly Qty. of Users	Price Per Garment /Item	# of Weekly Changes	Garment's Weekly Rate (Column D x E)	Est. One Week Total (Column F x C)
	Men's short or long sleeve industrial work shirts					
1	S-XL	280	\$0.3036	5	\$ 1.518	\$ 425.04
2	2XL-3XL	15	\$0.3036	5	\$ 1.518	\$ 22.77
3	2XLT-3XLT	10	\$0.3036	5	\$ 1.518	\$ 15.18
4	4XL-5XL	2	\$0.3036	5	\$ 1.518	\$ 3.04
5	4XLT-5XLT	2	\$0.3036	5	\$ 1.518	\$ 3.04
	Men's industrial style work pants					
6	Size 29-46	280	\$ 0.4211	5	\$ 2.1055	\$ 589.54
7	Size 48-52	5	\$ 0.4211	5	\$ 2.1055	\$ 10.53
8	Work shirts, same as Items 1-5, except four (4) changes per week	20	\$0.3105	4	\$ 1.242	\$ 24.84
9	Work pants, same as Items 6&7, except four (4) changes per week	20	\$0.4329	4	\$ 1.7316	\$ 34.63
10	Ladies industrial work shirts S-XL	20	\$0.334	5	\$ 1.67	\$ 33.40
11	Ladies industrial work pants 28-46	20	\$0.4213	5	\$ 2.1065	\$ 42.13
	Men's heavy duty coveralls					
12	S-XL	20	\$0.8556	3	\$ 2.5668	\$ 51.34
13	2XL-3XL	5	\$0.8556	3	\$ 2.5668	\$ 12.83
14	2XLT-3XLT	3	\$0.8556	3	\$ 2.5668	\$ 7.70
15	4XL-5XL	2	\$0.8556	3	\$ 2.5668	\$ 5.13
16	4XLT-5XLT	2	\$0.8556	3	\$ 2.5668	\$ 5.13

Vendor Name Unifirst Corporation

Date: 09/05/2013

**PRICING AND COMPENSATION**

Column A	Column B	Column C	Column D	Column E	Column F	Column G
Item No.	Description	Est. Wkly Qty. of Users	Price Per Garment /Item	# of Weekly Changes	Garment's Weekly Rate (Column D x E)	Est. One Week Total (Column F x C)
	Men's lightweight coverall					
17	S-XL	20	\$0.8907	1	\$0.8907	\$17.81
18	2XL-3XL	5	\$0.8907	1	\$0.8907	\$4.45
19	2XLT-3XLT	3	\$0.8907	1	\$0.8907	\$2.67
20	4XL-5XL	2	\$0.8907	1	\$0.8907	\$1.78
21	4XLT-5XLT	2	\$0.8907	1	\$0.8907	\$1.78
	Men's 100% cotton twill industrial work shirt, long sleeve					
22	S-XL	65	\$0.4136	5	\$2.068	\$134.42
23	2XL-3XL	15	\$0.4136	5	\$2.068	\$31.02
24	2XLT-3XLT	10	\$0.4136	5	\$2.068	\$20.68
25	4XL-5XL	2	\$0.4136	5	\$2.068	\$4.14
26	4XLT-5XLT	2	\$0.4136	5	\$2.068	\$4.14
	Men's 100% cotton twill industrial work pant					
27	Size 29-46	65	\$0.5181	5	\$2.5905	\$168.38
28	Size 48-52	5	\$0.5181	5	\$2.5905	\$12.95
	Jeans 100% pre-washed cotton					
29	Size 29-46	65	\$0.44	5	\$2.20	\$143.00
30	Size 48-52	5	\$0.44	5	\$2.20	\$11.00
31	Women's Jeans 100% pre-washed cotton Sizes 6-20	5	\$0.6048	5	\$3.024	\$15.12
Estimated 1 Week Grand Total for Group A						\$1,859.61
Estimated Yearly (52 Weeks) Grand Total for Group A (Previous line times 52 weeks)						\$96,699.72

Vendor Name unifirst corporation

Date: 09/05/2013

**PRICING AND COMPENSATION**

**GARMENT REPLACEMENT CHARGE SCHEDULE**

**GROUP A**

Item #	Description	Unit Replacement Charge
1	Men's industrial work shirt S-XL	\$ 11.42
2, 4	2XL - 5XL	\$ 11.42
3, 5	2XLT-5XLT	\$ 11.42
6	Men's industrial work pants 29-46	\$ 15.87
7	Sizes 48-52	\$ 15.87
10	Ladies industrial work shirt S-XL	\$ 12.53
11	Ladies industrial work pants Sizes 6-20	\$ 15.79
12	Men's heavy duty coveralls (100% cotton) Sizes S-XL	\$ 30.26
13, 15	Men's heavy duty coveralls (100% cotton) Sizes 2XL-5XL	\$ 30.26
14, 16	Men's heavy duty coveralls (100% cotton) Sizes 2XLT-5XLT	\$ 30.26
17	Men's lightweight coverall (65/35) Sizes S-XL	\$ 24.50
18, 20	Men's lightweight coverall (65/35) Sizes 2XL-5XL	\$ 24.50
19, 21	Men's lightweight coverall (65/35) Sizes 2XLT-5XLT	\$ 24.50
22	Men's 100% cotton shirt S-XL	\$ 15.48
23, 25	2XL - 5XL	\$ 15.48
24, 26	2XLT-5XLT	\$ 15.48
27	Men's 100% cotton pants Sizes 29-46	\$ 19.43
28	Sizes 48-52	\$ 19.43
29	Jeans 100% pre-washed cotton (Generic unlabeled) Sizes 29-46	\$ 16.67
30	Sizes 48-52	\$ 16.67
31	Women's Jeans 100% pre-washed cotton (Generic unlabeled) Sizes 6-20	\$ 22.68
	Emblems, silk screened or embroidered with department/division	\$ No charge
	Emblems, silk screened or embroidered with employee first name	\$ No charge
	Lost locker keys	\$ see suggestion re: lockers on page 22
	Price for additional patch sewn on uniform	\$ No charge

Vendor Name unifirst corporation

Date: 09/05/2013

**PRICING AND COMPENSATION**

**GROUP B**

Column A	Column B	Column C	Column D	Column E	Column F	Column G
Item No.	Description	Est. Wkly Qty. of Users	Price Per Garment /Item	# of Weekly Changes	Garment's Weekly Rate (Column D x E)	Est. One Week Total (Column F x C)
32	Lab coats (submit specification sample)	5	\$0.3975	2	\$0.795	\$3.98
33	Chef coats (submit specification sample)	5	\$0.3938	2	\$0.7876	\$3.94
34	Ladies smocks (submit specification sample)	6	\$0.3731	5	\$1.8655	\$11.19
35	24" treated dust mops	15	\$0.60	1	\$0.60	\$9.90
36	36" treated dust mops	15	\$0.70	1	\$0.70	\$11.40
37	48" treated dust mops	15	\$0.95	1	\$0.95	\$14.25
38	Shop Towels (No metal fragments/holes or threadbare)	3550	\$0.06	1	\$0.06	\$213.00
39	Terry Cloth Bar Towels	185	\$0.10	1	\$0.10	\$18.50
40	Blue Bath Towels (22"x 44")	1525	\$0.22	1	\$0.22	\$335.50
41	Mats	30	\$0.10/sq ft	1	\$0.10	\$3.00
1 Week Grand Total for Group B						\$624.60
Yearly (52 Weeks) Grand Total for Group B (Previous line times 52 weeks)						\$32,482.32

Detail Pricing Policy regarding uniforms of employees on an extended leave of more than two consecutive weeks upon City notification:

The charges will be credited off the invoices.

Vendor Name unifirst corporation Date: 09/05/2013

**PRICING AND COMPENSATION**

**GROUP B**

Bid Item	Description	Unit Replacement Charge
32	Lab coats	\$ 13.14
33	Chef coats	\$ 12.99
34	Ladies smock	\$ 13.99
35	24" dust mop	\$ 8.51
36	36" dust mop	\$ 10.80
37	48" dust mop	\$ 13.13
38	Shop Towels (No metal fragments, no holes, and no threadbare)	\$ 0.52
39	Terry Cloth Bar Towels	\$ 0.74
40	Blue Bath Towels (22"x 44")	\$ 2.24
41	Mats	\$ 5.00 /square foot
	Emblems, silk screened or embroidered with department/division	\$ NO charge
	Emblems, silk screened or embroidered with employee first name	\$ NO charge
	Lost locker keys	\$ see suggestion re: lockers on page 22

The City will add any applicable sales tax or use tax. Sales/Use taxes should not be included in the proposal prices. Vendors who will be charging a Mesa Transaction Privilege Tax (TPT) will have 1.75% removed from the taxable item(s) for the purpose of award evaluation (i.25).

FOB: Destination

Freight Costs: Unit prices should include all Shipping and Transportation Costs  
No fuel surcharges will be accepted.

Delivery, as stated in Detailed Specifications, can be met.  Yes  No

If no, specify number of days for delivery 4-6 weeks for initial delivery after all sizings are completed

Payment terms (not less than net 30 days): 30 days unless city has other requirements

Prompt Payment Discount of 2 % if invoices are paid within 10 days of receipt.

Does Respondent agree to honor the prices, terms and conditions to other agencies as specified in section S.38?

Yes  No (A "no" answer will not disqualify your bid.)

Vendor Name Unifirst corporation

Date: 09/05/2013

**PRICING AND COMPENSATION**

Will you allow payment of invoices using a Procurement Card?  Yes  No

Discount for Procurement Card Purchases? \_\_\_\_\_ %

Respondent complies with S.9 "Compliance With Applicable Law"?  Yes  No

**ADDENDA**

Proposers are responsible for verifying receipt of any addenda issued by checking the City's website at [www.mesaaz.gov/purchasing](http://www.mesaaz.gov/purchasing) prior to the bid opening (see I.2). Failure to acknowledge any addenda issued may result in a response being deemed non-responsive.

**Acknowledgement of Receipt of Addenda (Initial for each addenda received, if applicable):**

Addenda #1 \_\_\_\_\_

Addenda #2 \_\_\_\_\_

Vendor Name Unifirst corporation

Date: 09/05/2013

## DETAILED SPECIFICATIONS

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1. **PROJECT MISSION.** We are dedicated to providing superior services to our customers in order to improve the quality of life for Mesa residents, businesses and visitors. We are looking for vendors who share that dedication and will help us meet that goal.
2. **PROJECT GOAL.** This Request for Proposals is to provide a three (3) year term contract for the rental of uniform garments to approximately 280 City of Mesa personnel located in various departments. The garments furnished by the contractor shall be maintained through routine laundering, pressing and repairing to provide a neat and clean appearance for City personnel. Two (2) separate groups (Group A and B) will be established. Group A: Uniform shirts and pants, and Group B. Lab coats, chef coats, smocks, coveralls, dust mops, treated dust mops, mats, towels and shop towels. Vendors must bid all items in the Group and must provide a complete proposal to be considered responsive. Vendors may offer complete proposals on either or both groups.
3. **SCOPE OF WORK.** This proposal includes all garments furnished and services rendered in Group A and B that must be deemed satisfactory to the User department representatives and the City Purchasing department.

Any rental/laundry or repair deficiencies shall be corrected within 24 hours after notification. Deficiencies may include, but not be limited to, incorrect size, wrong deliveries, incomplete returns, un-repaired garments or dirty garments. At no time shall a City employee work without the required clothing to perform his/her job. The Contractor shall provide loaner clothing until any discrepancies are resolved.
- 3.1 **GENERAL CONDITIONS AND REQUIREMENTS.** The Contractor shall provide ongoing email contact for documentation of new orders, cancelled orders, and delivery issues. Contractor shall provide a confirmation of request with an expected completion date of orders received.

The Contractor shall maintain complete and accurate records required to substantiate services provided to the City. All records shall, at a minimum, be able to inventory and track all garments issued to the City. Records shall track all garments rented, returned, picked up for cleaning, mending, repair or replacement during the contract period. Such records shall be made available to the City upon request at no additional charge.

The Contractor shall provide a written response to all complaints within forty-eight (48) hours of receiving any complaint. The Contractor shall be required to rectify any problems of said notification within fourteen (14) calendar days.

The Contractor shall provide a list for each department identifying when garments are scheduled for replacement. City uniform garments must be replaced with new garments on an "as needed" basis if condition warrants or at the end of each 12-month period, whichever occurs first, without charge, except as provided under "Garment Replacement Charges." Twelve (12) months is deemed to be the maximum life of garments used by the City.

The Contractor shall have inventory and transportation capacities sufficient to meet the City's customer demand and contract delivery requirements as stated in this solicitation.

Prices shall be inclusive of all miscellaneous charges or fees (i.e., shop supplies, environmental fees, service calls, travel, mileage, gas, etc.)
- 3.2 **GARMENT SPECIFICATIONS.**

Red Kap or approved equal only - NO EXECUTIVE KNITWEAR, PEERLESS OR "WESTERN STYLE" WILL BE WORN.

A Shirts (general description): Convertible collar shirt with sport shirt facing, button front, double yoke styling. Fabric is 65% polyester, 35% cotton. Colorfast, preshrunk perma-

## **DETAILED SPECIFICATIONS**

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press or upon request, 100% cotton, preshrunk special plain twill. Sizes to include: S-XL, 2XL -5XL, and 2XLT – 5XLT.

Buttons: Color to match body fabric.

Collar and Cuffs: Lined, stitched down style with front racings.

Pockets: Die cut, spade shape, approximately 5" wide, 6" deep, pencil slot in left breast pocket, no flaps.

Panels: Back panel cut to allow full swing freedom, front panel tapered to fit.

Colors: To be selected; presently using white, light blue, tan and orange.

**B. Pants (general description):** Zipper fly, continuous waistband, stayed down pockets, hemmed bottoms.

Fabric: 65% polyester, 35% cotton twill, preshrunk color fast perma-press or 100% cotton twill as requested.

Zipper: Zipper fly to be double stitched or otherwise reinforced for durability.

Buttons: Color to match body fabric one per garment, at the waist.

Seams: Inseams to be single needle open or bursted. Raw edges serged. Seat seam double needle stagger stitched.

Pockets: Stitched, turned and stitched. Front pocket to have approximate 6-1/2" opening, 12" deep. Rear pockets approximate 5" opening, 6" deep.

Belt loops: Self material, bartacked at bottom.

Sizes: Men's waist 29" - 52", inseam 29" - 36". Women's size 6 - 20.

Color: To be selected; presently using brown, navy and dark green.

**C. Coveralls (general description):**

Coveralls are to be either heavy duty (7-1/2 oz.) polyester/cotton or lightweight (5-1/4 oz.) poly/cotton blend depending on the application.

Fabric: Polyester/cotton heavy duty unlined twill, or lightweight poly/cotton, perma-press material, with soil release

Closure: Brass two way zipper. One button or gripper at collar and one button or gripper at each cuff (if long sleeved.)

Seams: All seams single needle and serged or overedged to prevent pucker or shrinking.

Body: Top to be coat style with lapel collar, full one piece bi-swing back attached to pant type bottom by self-material banding. No belt. Banding to be cut the warp way of the material.

Pockets: Two front full-swing pockets of synthetic/cotton blend material stitched, turned and stitched for strength. Two hip pockets, patch type and two breast pockets, patch type. Pencil slot stitched into left breast pocket.

## DETAILED SPECIFICATIONS

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Sizes: Coveralls carried in men's sizes 34 - 50 or S, M, L, XL & XLT.

Colors: Dark blue or other, as specified.

- D. **Jeans (general description) Generic, unlabeled:** Zipper fly, continuous waistband, stayed down pockets, hemmed bottoms

Fabric: Heavyweight denim, 100% pre-washed cotton.

Closure: Metal button and brass ratcheting zipper.

Pockets: Traditional five pocket jean styling, deep front pockets.

Belt loops: Self material, bartacked at bottom.

Accent: Brass rivets.

Sizes: Men's waist 29" - 52", inseam 29" - 36". Women's size 6 - 20.

### 3.3 **GARMENT APPEARANCE STANDARD.**

Garments must be new when first issued to new employees. The Contractor must use a 12 month period for garment depreciation, since no garment will be left in service longer than 12 months (see Section 3.5A.) While in service, garments must meet the following quality control standard:

"Garments may have only light stains or mends. No spot shall be noticeable from more than five feet, no repairs over 1-1/2" in length, no more than five small repairs in total. Collars and button holes shall not be frayed or torn and the material shall not be threadbare to the point of translucency."

### 3.4 **GARMENT REPAIRS.**

Garment Repairs listed below shall be performed at no cost to the City, and take no longer than 7 days to complete and return to the City employee:

- A. Shirt buttons will be replaced with the equivalent color and quality when they are missing or cracked.
- B. Shirt pockets will be replaced without reducing the original dimensions of the pocket.
- C. Emblems will be neatly attached and will be replaced when faded or excessively worn.
- D. Repair to pants will be made in crotch area or along seams when necessary or requested.
- E. Zippers for pants will be replaced with zippers of equal quality and size.
- F. Waistband hooks for pants will be replaced or repaired with equal or similar closures when necessary or requested
- G. Garments, which are beyond repair or are below the standards in Section 3.3 will be replaced by the Contractor.

The Contractor shall provide damage repair tags and a communication log book for each City department at no cost to the City. In addition, Contractor shall provide a separate bin for damaged or torn uniforms. In addition, heavy-duty hanger racks, hampers and/or heavy-duty

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## DETAILED SPECIFICATIONS

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duffle bags for soiled garments shall be provided, as requested, for departments that don't have lockers.

The Contractor is to provide their procedures required for torn/damaged uniforms repair, so the City departments can post them in the locker rooms.

**Any garment item tagged for repairs shall be returned in a professionally repaired condition or shall be replaced with a new garment item within one (1) week (next delivery) at no cost to the City. Garments delivered with rips, holes, missing buttons, soil spots, etc., will be sent back and no rental charge shall be paid for that item until it is returned in acceptable condition.**

### 3.5 GARMENT REPLACEMENT.

#### A. Garment Replacement

The Contractor shall keep garments in a presentable condition as outlined in Section 3.3 at all times. At the start of the contract and each time a new employee is added to the contract, brand new garments shall be issued. Garments must be replaced on an "as needed" basis if condition warrants or at the end of each 12-month period, whichever occurs first, without charge, except as provided under "Garment Replacement Charges." Twelve (12) months is deemed to be the maximum life of garments used by the City.

All replacement garments shall be new and meet all the conditions listed in section 3.3

#### B. Garment Replacement Charges

The Contractor may charge the City for uniform garments mutually agreed to be lost, stolen or abused during use. Such charges shall identify the employee involved and shall be itemized and identified on the monthly invoice. A "Reason Code" is required to describe all damage charges on the invoice. All orders for replacement garments must be signed by the Contractor's representative and a City representative if the City will be charged for the garment. Damaged garments which are charged to the City's account must be pre-approved by the City representative and shall be returned to the City for disposal. The laundry tag may be removed to prevent the garment from returning to the active inventory. Garments that are not returned to the City will not be paid for.

### 3.6 MEASUREMENT & MAKING OF UNIFORM GARMENTS.

The Contractor shall measure each individual uniform garment assignee (City Employee) and provide the proper size uniform adequately marked to assure ready identification as the assignee's uniform.

The uniform garments must be new and unused when first supplied to each assignee and must remain with each assignee for the full year. Each garment shall have an adequate laundry mark for ready identification. Periodic replacements are to be new without repairs. Title or ownership of the uniform garments shall remain vested with the Contractor. Upon termination of employment or reassignment of work wherein uniform garments are no longer required, the Department will return said items to the Contractor. Upon mutual agreement between the City and the Contractor, the City will reimburse the Contractor for uniforms lost or damaged beyond repair (other than normal wear and tear) at specified prices stated in the proposal. (See 3.5 B).

The tag information shall include date garment was issued. If replacement tag is needed, the new tag shall reference the original date the garment was issued, not the date the tag was replaced.

## **DETAILED SPECIFICATIONS**

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Contractor must be able to provide individual assignees measured to be an extra-large, 2XL, 3XL, 4XL, 5XL, and extra-tall sizes 2XLT, 3XLT, 4XLT, 5XLT with their correct sizes within 15 working days of measurement.

### **3.7 GARMENT MAINTENANCE.**

- A. All garments must be washed in full accordance with State and Federal regulations and requirements governing commercial and industrial laundries.
- B. As it pertains to lab coats, all lab coats shall be washed in a hot water cycle of greater than 160 degrees Fahrenheit (71 degrees Celsius) without bleach (preferred). If the water temperature is less than 160 degrees Fahrenheit (71 degrees Celsius), bleach must be used to ensure proper disinfection of the fabric. Softener shall not be used to ensure no breaks in the surface tension of the fabric, which may cause it to leak and reduce proper barrier protection. The laundry cycle shall be 25 minutes or more for both the wash and dry cycles.
- C. All garments must be treated for mildew prevention.
- D. All garments must be laundered using detergents or cleaners that are environmentally safe and leave the garment odor free. **Garments that retain an offensive smell or residual odor after laundering will not be accepted.**

### **3.8 EMBLEMS.**

Uniform shirts are to be furnished with silk-screened or embroidered emblems that feature embroidered borders. The size required is approximately 4" x 2" and shall list the division name as requested by the City. Emblems are to be white with navy edging and printing and shall be sewn on the shirt/coverall at the upper right breast. Only one division emblem is required per garment. The left side of the shirt/coverall may contain a similar emblem approximately 3" x 1-1/2" with the employee's first name printed on it. Emblems are to be sewn on the uniform garment at no cost to the City. The Contractor will replace emblems that have deteriorated or faded as needed or upon request by the City. The list of department names shall be determined by the Contract Administrator. A minimum quantity of 10% of each style emblem in service for employees shall be kept in stock by the Contractor. All shirts must have a minimum of a department emblem. Individual name emblems are optional per department choice.

The City's Fleet Department also requires ASE mechanic certification patches to be sewn on the mechanics uniform shirts.

All emblems, patches or silk-screen are to be completed within seven (7) days.

Each department will provide a sample of the emblems, patches or silk screens they require for their rental uniforms.

### **3.9 LOCKER SPECIFICATIONS.**

Individual employee lockers must be provided to all City departments upon request with a minimum five (5) uniformed employees. Lockers shall be Change-O-Matic or Snower brand or approved equal and must be of adequate size to allow a minimum of six (6) uniforms to hang freely inside.

Lockers are to be installed, labeled (on both the front and back), maintained, repaired, and/or removed by the Contractor as required. All expenses related to locker installation, labeling, maintenance, repair and removal must be paid by the Contractor except:

1. Damage resulting from malicious acts or vandalism that is not attributable to negligence by the Contractor.

EXHIBIT C  
UNIFORM GARMENT RENTAL  
DISPUTE RESOLUTION

1. **Disputes.**

- 1.1 Commitment. The parties commit to resolving all disputes promptly, equitably, and in a good-faith, cost-effective manner.
- 1.2 Application. The provisions of this Exhibit will be used by the parties to resolve all controversies, claims, or disputes ("Dispute") arising out of or related to this Agreement-including Disputes regarding any alleged breaches of this Agreement.
- 1.3 Initiation. A party may initiate a Dispute by delivery of written notice of the Dispute, including the specifics of the Dispute, to the Representative of the other party as required in this Agreement.
- 1.4 Informal Resolution. When a Dispute notice is given, the parties will designate a member of their senior management who will be authorized to expeditiously resolve the Dispute.
  - a. The parties will provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any Dispute in order to assist in resolving the Dispute as expeditiously and cost effectively as possible;
  - b. The parties' senior managers will meet within 10 business days to discuss and attempt to resolve the Dispute promptly, equitably, and in a good faith manner, and
  - c. The Senior Managers will agree to subsequent meetings if both parties agree that further meetings are necessary to reach a resolution of the Dispute.

2. **Arbitration.**

- 2.1 Rules. If the parties are unable to resolve the Dispute by negotiation within 30 days from the Dispute notice, and unless otherwise informal discussions are extended by the mutual agreement, the parties may agree, in writing, that the Dispute will be decided by binding arbitration in accordance with Commercial Rules of the AAA, as amended herein. Although the arbitration will be conducted in accordance with AAA Rules, it will not be administered by the AAA, but will be heard independently.
  - a. The parties will exercise best efforts to select an arbitrator within 5 business days after agreement for arbitration. If the parties have not agreed upon an arbitrator within this period, the parties will submit the selection of the arbitrator to one of the principals of the mediation firm of Scott & Skelly, LLC, who will then select the arbitrator. The parties will equally share the fees and costs incurred in the selection of the arbitrator.
  - b. The arbitrator selected must be an attorney with at least 10 years experience, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least 10 years.
- 2.2 Discovery. The extent and the time set for discovery will be as determined by the arbitrator. Each Party must, however, within ten (10) days of selection of an arbitrator deliver to the other Party copies of all documents in the delivering party's possession that are relevant to the dispute.
- 2.3 Hearing. The arbitration hearing will be held within 90 days of the appointment of the arbitrator. The arbitration hearing, all proceedings, and all discovery will be conducted in Glendale, Arizona unless otherwise agreed by the parties or required as a result of witness location. Telephonic hearings and other reasonable arrangements may be used to minimize costs.

- 2.4 Award. At the arbitration hearing, each Party will submit its position to the arbitrator, evidence to support that position, and the exact award sought in this matter with specificity. The arbitrator must select the award sought by one of the parties as the final judgment and may not independently alter or modify the awards sought by the parties, fashion any remedy, or make any equitable order. The arbitrator has no authority to consider or award punitive damages.
- 2.5 Final Decision. The Arbitrator's decision should be rendered within 15 days after the arbitration hearing is concluded. This decision will be final and binding on the Parties.
- 2.6 Costs. The prevailing party may enter the arbitration in any court having jurisdiction in order to convert it to a judgment. The non-prevailing party shall pay all of the prevailing party's arbitration costs and expenses, including reasonable attorney's fees and costs.
3. Services to Continue Pending Dispute. Unless otherwise agreed to in writing, Contractor must continue to perform and maintain progress of required services during any Dispute resolution or arbitration proceedings, and City will continue to make payment to Contractor in accordance with this Agreement.
4. Exceptions.
  - 4.1 Third Party Claims. City and Contractor are not required to arbitrate any third-party claim, cross-claim, counter claim, or other claim or defense of a third-party who is not obligated by contract to arbitrate disputes with City and Contractor.
  - 4.2 Liens. City or Contractor may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice, but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Arizona Law, including, without limitation, an action under A.R.S. § 33-420, without the necessity of initiating or exhausting the procedures of this Exhibit.
  - 4.3 Governmental Actions. This Exhibit does not apply to, and must not be construed to require arbitration of, any claims, actions or other process filed or issued by City of Glendale Building Safety Department or any other agency of City acting in its governmental permitting or other regulatory capacity.