

PROFESSIONAL SERVICES AGREEMENT WITH JASE PAINT AND AUTO BODY LLC
FOR
On-Call Auto Body and Painting Work

This Professional Services Agreement ("Agreement") is entered into and effective between CITY OF GLENDALE, an Arizona municipal corporation ("City") and JASE Paint and Auto Body, LLC, a limited liability company, authorized to do business in the State of Arizona, ("Contractor") as of the 26 day of September, 20 14 ("Effective Date")

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**, Project (the "Project");
- B. City desires to retain the professional services of Contractor to perform certain specific duties and produce the specific work as set forth in the attached **Exhibit B**, Project Scope of Work ("Scope"),
- C. Contractor desires to provide City with professional services ("Services") consistent with best consulting or architectural practices and the standards set forth in this Agreement, in order to complete the Project; and
- D. City and Contractor desire to memorialize their agreement with this document

AGREEMENT

The parties hereby agree as follows

1. **Key Personnel; Other Contractors and Subcontractors.**

- 1 1 Professional Services Contractor will provide all Services necessary to assure the Project is completed timely and efficiently consistent within 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 consultants or contractors, 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 opinion, 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; and
 - (2) The City must approve the designated Project Manager
 - 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 **Exhibit A**.
 - (2) Contractor will not discharge, reassign, 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 Subcontractors

- (1) Contractor may engage specific technical contractors (each a "Subcontractor") to furnish certain service functions
- (2) Contractor will remain fully responsible for Subcontractor's services
- (3) Subcontractors must be approved by the City.
- (4) Contractor will certify by letter that all contracts with Subcontractors 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 consultants 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 its Subcontractors 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 Subcontractor 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. 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, Consultant will work in close consultation with City to proactively interact with any other professionals retained by City on the Project ("Coordinating Project Professionals")
- b. Contractor will meet to review the Project, Schedule 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.

4. **Compensation for the Project.**

- 4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Subcontractors will not exceed \$40,000.00 as specifically detailed in **Exhibit D** ("Compensation").
- 4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated Scope as outlined in the Project is significantly modified
 - a Adjustments to 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
 - c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties
- 4.3 Allowances. An "Allowance" may be identified in **Exhibit D** only for work that is required by the Scope and the value of which cannot reasonably be quantified at the time of this Agreement.
 - a As stated in Sec. 4.1 above, the Compensation must incorporate all Allowance amounts identified in **Exhibit D** and any unused allowance at the completion of the Project will remain with City.
 - b Contractor may not add any mark-up for work identified as an Allowance and which is to be performed by a Subcontractor
 - c Contractor will not use any portion of an Allowance without prior written authorization from the City
 - d Examples of Allowance items include, but are not limited to, subsurface pothole investigations, survey, geotechnical investigations, public participation, radio path studies and material testing
- 4.4 Expenses. City will reimburse Contractor for certain out-of-pocket expenses necessarily incurred by Contractor in connection with this Agreement, without mark-up (the "Reimbursable Expenses"), including, but not limited to, document reproduction, materials for book preparation, postage, courier and overnight delivery costs incurred with Federal Express or similar carriers, travel and car mileage, subject to the following
 - a Mileage, airfare, lodging and other travel expenses will be reimbursable only to the extent these would, if incurred, be reimbursed to City of Glendale personnel under its policies and procedures for business travel expense reimbursement made available to Contractor for review prior to the Agreement's execution, and which policies and procedures will be furnished to Contractor;
 - b. The Reimbursable Expenses in this section are approved in advance by City in writing; and
 - c The total of all Reimbursable Expenses paid to Contractor in connection with this Agreement will not exceed the "not to exceed" amount identified for Reimbursable Services in the Compensation

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

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 Subcontractors; and
 - (2) Unconditional waivers and releases on final payment from all Subcontractors 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 15 days following the date of delivery.

- a. Contractor will be equitably compensated for Services 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 Services furnished, City will pay the amount due to Contractor, less City's damages, in accordance with the provision of Sec. 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 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 contractor of any other party to this Agreement

8. **Insurance.** For the duration of the term of this Agreement, Contractor shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such insurance shall cover Contractor, its agent(s), representative(s), employee(s) and any subcontractors.

8 1 **Minimum Scope and Limit of Insurance.** Coverage must be at least as broad as:

- a Commercial General Liability (CGL): Insurance Services Office Form CG 00 01, including products and completed operations, with limits of no less than **\$1,000,000** per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- b Automobile Liability: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
- c Worker's Compensation: Insurance as required by the State of Arizona, with Statutory Limits, and Employers' Liability insurance with a limit of no less than **\$1,000,000** per accident for bodily injury or disease.

8 2 **Other Insurance Provisions.** The insurance policies required by the Section above must contain, or be endorsed to contain the following insurance provisions:

- a **The City, its officers, officials, employees and volunteers are to be covered as additional insureds** of the CGL and automobile policies for any liability arising from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such liability may arise, but is not limited to, liability for materials, parts or equipment furnished in connection with any tasks, or work performed by Contractor or on its behalf and for liability arising from automobiles owned, leased, hired or borrowed on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's existing insurance policies, provided such endorsement is at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37, if later revisions are used
- b For any claims related to this Project, the **Contractor's insurance coverage shall be primary insurance** with respect to the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
- c Each insurance policy required by this Section shall provide that coverage shall not be canceled, except after providing notice to the City

8 3 **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of no less than A VII, unless the Contractor has obtained prior approval from the City stating that a non-conforming insurer is acceptable to the City.

8 4 **Waiver of Subrogation** Contractor hereby agrees to waive its rights of subrogation which any insurer may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agent(s) and subcontractor(s).

8 5 **Verification of Coverage** Within 15 days of the Effective Date of this Agreement, Contractor shall furnish the City with original certificates and amendatory endorsements, or copies of any applicable insurance language making the coverage required by this Agreement effective. All certificates and endorsements must be received and approved by the City before work commences. Failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements prior to the City's agreement that work may commence shall not waive the

Contractor's obligations to obtain and verify insurance coverage as otherwise provided in this Section. The City reserves the right to require complete, certified copies of all required insurance policies, including any endorsements or amendments, required by this Agreement at any time during the Term stated herein.

Contractor's failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements shall not be considered a Force Majeure or defense for any failure by the Contractor to comply with the terms and conditions of the Agreement, including any schedule for performance or completion of the Project

8 6 Subcontractors Contractor shall require and shall verify that all subcontractors maintain insurance meeting all requirements of this Agreement.

8 7 Special Risk or Circumstances. The City reserves the right to modify these insurance requirements, including any limits of coverage, based on the nature of the risk, prior experience, insurer, coverage or other circumstances unique to the Contractor, the Project or the insurer

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 this section 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, Subconsultant, or Subcontractor employee who performs work under this Agreement to ensure that the Contractor, Subconsultant or any Subcontractor is compliant with the warranty under this section.

9 4 City may conduct random inspections, and upon request of City, Contractor will provide copies of papers and records of Contractor demonstrating continued compliance with the warranty under this section 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 Subconsultant or 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).

- 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 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, 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.
- 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:

JASE Paint and Auto Body, LLC
 Gina Escobedo
 7603 N 73rd Drive
 Glendale, AZ 85303
 623-776-1200

- 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 Bill Sterling
 6210 W. Myrtle Avenue, #111
 Glendale, Arizona 85301

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 the City Manager and the 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. Inconsistencies between the solicitation, any addenda attached to the solicitation, 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. Electronic signature blocks do not constitute execution for purposes of this Agreement. Any amendment may be subject to City Council approval
- 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 reformed to conform with applicable law
- 12.7 Counterparts This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

13. Term. The term of this Agreement commences upon the Effective Date and continues for a one year period There are no automatic renewals of this Agreement.

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

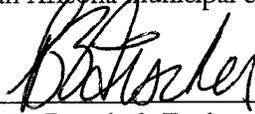
15. Exhibits. The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference

Exhibit A	Project
Exhibit B	Scope of Work
Exhibit C	Schedule
Exhibit D	Compensation
Exhibit E	Dispute Resolution

(Signatures appear on the following page)

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

City of Glendale,
an Arizona municipal corporation



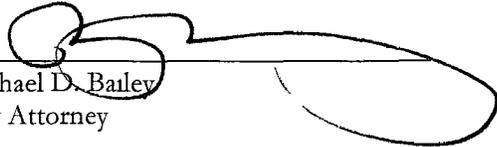
By: Brenda S Fischer
Its: City Manager

ATTEST



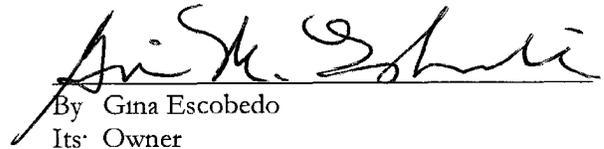
Pamela Hanna (SEAL)
City Clerk

APPROVED AS TO FORM:



Michael D. Bailey
City Attorney

JASE Paint and Auto Body, LLC,
a limited liability company



By: Gina Escobedo
Its: Owner

EXHIBIT A
Professional Services Agreement

PROJECT

In accordance with the terms and conditions of this Agreement, the City is agreeing to purchase parts, service, paint and accessories for auto body and painting work on an as-needed basis for City of Glendale vehicles and sanitation containers (front load and roll offs)

EXHIBIT B
Professional Services Agreement

SCOPE OF WORK

Contractor shall provide City the supplies and/or services identified for parts, service, paint and accessories for:

- Auto body and painting work for City of Glendale vehicles, on an as-needed basis
- Sanitation containers (front load and roll offs) on an as-needed basis

EXHIBIT C
Professional Services Agreement

SCHEDULE

Services shall be provided on an as-needed basis.

EXHIBIT D
Professional Services Agreement

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

By bid; payment terms are provided in Section 5 of the Agreement

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Consultant for full completion of all work required by the Project during the entire term of the Project must not exceed \$40,000.00.

DETAILED PROJECT COMPENSATION

- Auto body work for City of Glendale vehicles on an as-needed basis, for Equipment Management.
- Painting work for various sizes of front load and roll off bins (per bid dated 6-9-14), on an as-needed basis, for Sanitation.



Commercial Sanitation Blanket Purchase Orders Fiscal year 2014 – 2015

DATE: May 29, 2014
TO: JAS-E Attention: Gina
FROM: Scott Gravano C.P.M., Sanitation Crew leader *SG*
SUBJECT: Blanket Purchase Order Requisition for Fiscal Year July 1, 2014 – June 30, 2015

BLANKET PURCHASE ORDER BID FOR Painting various sizes of Front Load and Roll Off bins listed on this document.

2 Cubic Yard Front Load Bin	\$ 55 ⁰⁰	per bin
3 Cubic Yard Front Load Bin	\$ 55 ⁰⁰	per bin
4 Cubic Yard Front Load Bin	\$ 75 ⁰⁰	per bin
6 Cubic Yard Front Load Bin	\$ 75 ⁰⁰	per bin
8 Cubic Yard Front Load Bin	\$ 75 ⁰⁰	per bin
20 Cubic Yard Roll Off Bin	\$ 155 ⁰⁰	per bin
30 Cubic Yard Roll Off Bin	\$ 155 ⁰⁰	per bin
40 Cubic Yard Roll Off Bin	\$ 170 ⁰⁰	per bin

The low bidder will supply the painting service to paint Front Load and or Roll Off bins these individual painting service orders throughout the fiscal year 2014-2015. Please submit per bin bid to paint the bins listed below, this per bin bid will be effective during Fiscal Year 2014 – 2015. Upon the vendors receiving of the painting service from the City of Glendale.

- The Front Load and Roll Off Bins shall be fully painted (with no paint runs) on all four sides (front – back – left side – right side) and under the channel-sleeve on each side of the Front Load bin. In addition, the bins shall be painted inside the bin from the top edge down eighteen inches on all four sides (front – back – left side – right side).

Discount / Payment Terms: The City standard is 2% 20 days.

Comply: YES NO

If your answer is NO, please state terms offered: _____

Procurement Card Ordering Capability Please check the appropriate area.

YES, I will accept payment under this contract with the Procurement Card.

NO, I will not accept payment under this contract with the procurement Card.

Gina Escobedo

Print Name and Date

Gina Escobedo

Signature

JASE Autobody & Paint

Company Name

Please return QUOTE via fax (623)-463-2052, mail or e-mail to sgivaudan@glendaleaz.com by June 6, 2014 to be received no later than 5:00 P.M. MST OR

IF YOU CHOOSE NOT TO BID, PLEASE RETURN THIS DOCUMENT WITH NO BID CIRCLED WITH YOUR SIGNATURE AND DATE _____ via fax (623)-463-2052, mail or e-mail to sgivaudan@glendaleaz.com by June 6, 2014 to be received no later than 5:00 P.M. MST

Scott Glvandan
Scott Glvandan, C.P.M. Sanitation Crew leader
Field Operations Department
6210 W Myrtle Avenue, Suite 111
Glendale, AZ. 85301-1700
Office # 623-930-2710
Fax # 623-463-2052

- The City of Glendale shall deliver and remove the Front Load and or Roll Off bins from the vendor on Tuesday and or Thursday of the work week. Then after vendor has completed painted the assigned work, they shall notify The City of Glendale Commercial Sanitation department, who will pick up the completed work.
- Vendor shall supply an unloading – loading area for 40' forty foot semi truck with a hydraulic fork system and flat bed trailer.
- Each painting service order shall consist of any Front Load bin size, which will be no more than three to five Front Load bins and no more than one Roll Off bin.
- The City of Glendale shall supply the following paint (Sun/Steel W/R Alkyd Gloss Enamel 1400 Series / White Paint Waterbase) on as needed bases.

In which, will be agreed upon by the vendor and the City of Glendale) or on an “as needed” basis. The (Commercial Division) will make verbal releases against the blanket Purchase Order number.

The Blanket Purchase Order Requisition for Fiscal Year July 1, 2014 – June 30, 2015 will be for the amount of \$26,000.00

Each individual order is not to exceed \$1,000.00

If you would like to view the Front Load and Roll Off Bins prior to submitting the bid, you can make an appointment with Scott Givaudan at Office number 623-930-2710

This blanket Purchase Order is effective beginning July 1, 2014 and ending June 30, 2015.

A statement referencing the Purchase Order number is to be submitted monthly to the Sanitation Department, Commercial Division, Field Operations at 6210 W. Myrtle, Suite #111 Glendale, Arizona 85301 Attention: Scott Givaudan. The statement must have attached, signed, dated and priced individual invoices, delivery or pick-up receipts, to cover items received and accepted during the billing period.

EXHIBIT E
Professional Services Agreement

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 Dispute will be decided by binding arbitration in accordance with Construction Industry 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 five 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 15 years' experience with commercial construction legal matters in Maricopa County, Arizona, 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 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 will 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, Consultant 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 Consultant in accordance with this Agreement.
 4. **Exceptions**.
 - 4.1 Third Party Claims. City and Consultant 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 Consultant.
 - 4.2 Liens. City or Consultant 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.