

CITY CLERK  
ORIGINAL

C-11247  
10/19/2016

**United Site Services of Arizona, Inc.**  
4342 North 38 Drive  
Phoenix, AZ 85019  
Toll Free: 800-894-0945  
Local: 602-253-4975



**Salesperson Contact**  
Daniel Yedica  
Mobile:  
Office:  
Fax:  
Daniel.Yedica@unitedsiteservices.com

### Site Service Quotation

Quote No.: 414-756859      Quote Date: 09/27/16      Quote Expires: 10/27/16

**Sell To:** GLENDALE POLICE DEPARTMENT  
TONY MINJAREZ  
6835 N 57TH DR  
GLENDALE, AZ 85301

**Ship To:** GLENDALE POLICE DEPARTMENT  
MURPHY PARK  
5812 W GLENDALE AVE  
GLENDALE, AZ 85301

**Cust. #:** USS-358598  
**Phone:** 623-930-4052

**Attn:** TONY MINJAREZ  
**Phone:** 623-930-4052  
**Terms:** Due Upon Receipt

**Comments & Special Instructions**

Units will be placed on the south side of Murphy Park along Glendale Ave.

Item	Unit	Quantity	From	Thru	Unit Price	Total Price
Deluxe Restroom	EA	3	09/30/16	10/03/16	60.00	180.00 one time
Environment/Energy/Compliance						27.90 one time
<b>Deluxe Restroom Subtotal:</b>						<b>207.90</b>
Wheelchair Accessible	EA	1	09/30/16	10/03/16	95.00	95.00 one time
Environment/Energy/Compliance						14.73 one time
<b>Wheelchair Accessible Subtotal:</b>						<b>109.73</b>
Delivery, Setup, Removal	EA	1	09/30/16	10/03/16	50.00	50.00 one time
Environment/Energy/Compliance						7.75 one time
<b>Delivery, Setup, Removal Subtotal:</b>						<b>57.75</b>

Accepted:

Date: 10-19-16

**Subtotal: 375.38**  
**Tax: 24.45**  
**Total: 399.83**

Remit To: United Site Services, PO Box 63267, Phoenix, AZ 85072-3267

NOTE: Total prices have been calculated for 1 billing period only. Damage Waiver is optional. Please read the terms and conditions on the last page of this document for more information.

## TERMS AND CONDITIONS

Rev 5.5.09

**1. Acceptance** Customer shall be deemed to have accepted these terms and conditions upon the earliest to occur of: (i) two business days after receipt of an invoice from Company; (ii) delivery of items of equipment ("Equipment") identified in the invoice to the site designated in the invoice (the "Site") and use or acceptance thereof; or (iii) acknowledgment or other conduct of Customer indicating acceptance. These terms and conditions shall supersede any inconsistent terms of any purchase order or other documents of Customer.

**2. Payment Terms** All agreements are subject to approval by Company. Customer shall pay all charges by Company during the term (the "Period") shown in the invoice. All Company invoices are due and payable upon Customer's receipt of the invoice. Customer shall be liable to Company for interest at the rate of 1.5% per month, or such lesser rate as may be the maximum lawful rate from time to time, on all overdue accounts. Customer shall pay all additional charges for services separately requested by Customer or made necessary by Customer's breach of these Terms and Conditions, including but not limited to, moving/relocation charges, special service charges, and special delivery and removal charges. In the event Customer's account becomes delinquent, Customer agrees to pay Company all collection expenses, including reasonable attorney's fees.

**3. Service** The Company offers servicing as an option on all portable restrooms.

**4. Damage Waiver** The Company offers a damage waiver program on certain Equipment. Customer may decline the damage waiver by completing and executing the appropriate section at the end of these terms and conditions. Unless Customer has declined the Damage Waiver in writing before the commencement of the Period or within five business days of the date of the first invoice to Customer for any Equipment identified with a Damage Waiver on the invoice, whichever is later, Company shall impose, and Customer shall pay, any Damage Waiver fees indicated on the invoice and (provided Customer has not breached any of these terms and conditions) Customer shall have no responsibility for accidental structural damage to the Equipment, EXCEPT (i) Customer shall be liable for that of any Equipment and for any losses resulting from any willful or grossly negligent acts or omissions of Customer or any of its agents, servants and employees, and (ii) if Customer has other insurance covering such loss or damage, Customer shall exercise all rights available to it under such insurance, take all actions necessary to process such claim and assign such claim and pay any and all proceeds from such insurance to Company. If Customer declines the Damage Waiver, Customer shall be liable for any loss or damage to the Equipment, regardless of cause or fault, except for reasonable wear and tear, and Customer shall pay Company the actual cost of repair or replacement cost thereof, and in addition thereto, for Company's loss of use of the Equipment. In the event of any loss of or damage to the Equipment, Customer shall promptly notify Company of such loss or damage and shall provide Company with copies of all reports relating to such loss or damage, including police reports, informal investigation reports and insurance reports. The damage waiver described in this section does not apply to portable toilets and containers which become contaminated with hazardous materials or contaminants described in Paragraph 7 while in the Customer's control and possession.

**5. Equipment Location** Customer warrants and represents that it has exercised due diligence and care in the selection of the location it has designated for the placing of portable toilets, temporary fencing, portable storage containers and any other Equipment provided by Company, and further agrees to give directions and supervise the placement of such temporary fencing, storage containers, portable toilets and other Equipment.

**6. Equipment Responsibility** Company will deliver the Equipment to the Site at the commencement of the Period and will remove the Equipment at the end of the Period. If servicing has been ordered by Customer, Company will remove any domestic septic waste ("DSW") from portable restrooms, if applicable, on the service day(s) scheduled by Company. In the event Company is unable to service the Equipment on the service day due to a holiday, inclement weather, or other interfering circumstances, Company shall service the Equipment on the earliest business day, excluding Sundays, available in accordance with Company's other service commitments. Company shall be granted access to the Equipment at any time for any servicing, maintenance or removal of Equipment. Customer shall not remove the Equipment from the Site, and shall not move the Equipment on the Site without written permission from Company. Customer shall not modify the equipment. Customer shall not sell, rent, lease or otherwise lose possession of the Equipment, nor shall Customer permit any lien to be placed on the Equipment. Customer acknowledges that Company has no control over the use of the Equipment by Customer, and Customer agrees to comply, at Customer's sole expense, with any and all applicable municipal, county, state, federal or quasi-governmental laws, ordinances, regulations and guidelines, including ANSI Standard Z4.3 and the requirements of the "Guide for Clean Portable Sanitation" published by PSAI, if applicable.

**7. Equipment Contamination** While portable restroom units are in Customer's possession, Customer shall prevent any contamination of such units with or from radioactive, volatile, flammable, explosive, toxic or hazardous materials (including oils, paints, adhesives and solvents). Company will not remove any waste other than DSW from portable restrooms and storage containers ("Other Waste"). In the event Other Waste is found in the Equipment, Customer shall arrange and pay for separate removal of such Other Waste. Until such Other Waste is removed, Customer may not terminate the Period and Customer is liable for all charges accrued during such period.

**8. Liability** Except to the extent Customer is not liable for damage to Equipment under the Damage Waiver program described in Section 6, Customer agrees to defend, indemnify and hold Company harmless to the maximum extent permitted by law from and for all claims, lawsuits, damages, expenses and other losses arising out of the rental or use of Equipment delivered to or rented by Customer. Customer's obligation will apply to the extent permitted by law to all accidents or incidents regardless of whether same occur as a result of Customer's or third party's negligence, fault or other legal liability. Customer will have no obligation to defend, indemnify or hold harmless Company if the accident or incident arises out of the sole negligence or willful misconduct of Company. Company, its officers, directors, employees and agents shall not, under any circumstances, be liable to Customer for consequential, incidental, special, exemplary or punitive damages arising out of or relating to the Equipment. Customer's sole and exclusive remedy for any claims or causes of action arising out of or related to the Equipment shall be to recover from Company direct damages in an amount not to exceed the amount paid by Customer for use of the Equipment.

**9. No Prorating** Agreed upon rates are the complete billing periods and are not to be prorated.

**10. Termination** Company may terminate this agreement and remove the Equipment immediately in the event (i) Customer fails to pay any amount when due to Company, (ii) Customer otherwise breaches or rejects any of these Terms and Conditions, (iii) there is any loss of or damage to the Equipment, (iv) any lien is placed, or is proposed to be placed, on any of the Equipment, or (v) a proceeding in bankruptcy or for other protection from creditors is commenced by or against Customer. Company shall not be responsible for loss of any personal property on the Site, which may be caused by removal of any of Company's Equipment pursuant to this paragraph.

**11. Governance** This agreement shall be governed by and construed in accordance with the laws of the state, shown on the invoice, in which the Company's place of business is located, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than such state. Each of the parties submits to the jurisdiction of any state or federal court sitting in such state, in any action or proceeding arising out of or relating to this agreement. All claims in respect of the action or proceeding may be heard and determined in any such court. No failure by Company to exercise any right hereunder shall operate as a waiver of any other right hereunder, and a waiver of any right on one occasion shall not constitute a bar to or a waiver of any such right on any future occasion. All modifications to these Terms and Conditions shall be in writing.

**12. Taxes & Fees** Customer shall pay any and all taxes, license fees or permit fees arising out of use of the Equipment. Customer shall pay such taxes whether such taxes are shown on the invoice or whether such taxes are later claimed by a governmental authority. In the event of a claim by a governmental authority for taxes related to the Equipment, Customer shall pay to Company such taxes on demand.

**13. Additional Terms** Additional Terms and Conditions apply to rental and service of Storage Containers ("Sheds") and Temporary Power equipment. These Terms & Conditions are shown on the back of your contract for these items.

**14. Errors & Omissions** Company reserves the right to correct any erroneous information that may appear in the invoice or may have appeared in a prior invoice including, without limitation, Customer's name or address, or billing amounts.

**15. Conditional Payments** Any payment check, or other form of payment that you send us for less than the full balance due that is marked "paid in full" or contains a similar notation, or that you otherwise tender in full satisfaction of a disputed amount, must be sent to United Site Services Inc., 50 Washington Street, Suite 1000, Westborough, MA 01581. We reserve all our rights regarding these payments (e.g., if it is determined there is no valid dispute, or if any such check is received at any other address, we may accept the check and you will still owe any remaining balance). We may refuse to accept any such payment by returning it to you, not cashing it or destroying it. All other payments that you make shall be sent to the address on the invoice.

ADDENDUM

The City of Glendale, Arizona ("City") and United Site Services of Arizona, Inc. ("Contractor") further agree as follows:

I. Conflicts. United Site Services of Arizona, Inc. terms and Conditions (the "Agreement") between the parties is subject to cancellation for conflicts of interest under the provisions of Arizona Revised Statutes 38-511.

II. Immigration Law Compliance. The parties agree, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to its employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.

III. No Boycott of Israel. The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.

IV. Non-Discrimination Policies. The parties agree that they must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability.

V. Entire Agreement. The Agreement and this Addendum constitute the entire understanding between the parties with respect to the subject matter of the Agreement and Addendum.

VI. Agreement and Addendum Conflict. In the event of any conflict between the Agreement and this Addendum, the terms of this Addendum prevail.

UNITED SITE SERVICES OF ARIZONA, INC.

CITY OF GLENDALE, ARIZONA

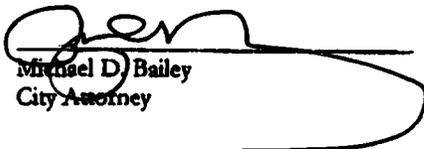


Name: Adam W. Jacobs  
Title: Secretary  
Date: 10/18/16



Name: Rick St. John  
Title: Interim Police Chief  
Date:

ATTEST:

  
Julie K. Bower (SEAL)  
City Clerk  
Michael D. Bailey  
City Attorney



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DESIGNATED ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM**

### **SCHEDULE**

<b>Name of Additional Insured Person(s) or Organization(s):</b>
Person(s) or Organization(s) as required by written contract.
Any individually scheduled Designated Additional Insured shall not be construed to override nor negate this blanket Designated Additional Insured.

### **CHANGE**

The below language is added to Paragraph 1. Who Is An Insured of SECTION II – LIABILITY COVERAGE within each of the above referenced Coverage Forms except GARAGE COVERAGE FORM, or is added to Paragraph 3. Who Is An Insured of SECTION II – LIABILITY COVERAGE within the GARAGE COVERAGE FORM.

The person(s) or organization(s) shown in the Schedule above with whom you have agreed in a written contract to provide insurance such as is afforded under this Coverage Form, is included as an Additional Insured subject to the below:

- (1) Insurance for such Additional Insured(s) scheduled above shall be afforded only to the extent that such Additional Insured is liable for "bodily injury" or "property damage" arising out of your operations and resulting from the ownership, maintenance or use of covered "autos" by you while the covered "autos" are on premises owned or leased by the above scheduled Additional Insured(s).
- (2) The insurance afforded under this Coverage Form to such Additional Insured(s) applies only:
  - (a) If the "accident" takes place subsequent to the execution and effective date of such written contract:  
and,
  - (b) While such written contract is in force, or until the end of the policy period, which ever occurs first.
- (3) **How Limits Apply to Additional Insured(s)**  
The most we will pay on behalf of the Additional Insured(s) scheduled above is the lesser of:
  - (a) The limits of insurance specified in the written contract or written agreement; or,
  - (b) The Limits of Insurance provided by the Coverage Form.

The amount we will pay on behalf of such Additional Insured(s) shall be a part of, and not in addition to, the Limits of Insurance shown in the Coverage Form Declarations and described in this section. Such amount will thus not increase the Limits of Insurance shown for the Coverage Form.

#### **(4) Exclusions**

- (a) This endorsement does not apply to liability of the Additional Insured which arises out of the ownership of transportation operating rights granted to the Additional Insured by public authority.
- (b) This endorsement does not apply to the liability of the owner or anyone else from whom you hire or borrow a covered auto.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**(5) Obligations at the Additional Insured's Own Cost**

No Additional Insured will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

The Additional Insured(s) scheduled above shall be subject to all other conditions set forth in the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 11/03/2015

Policy No. CAS4047369

Endorsement No.

Named Insured UNITED SITE SERVICES, INC.

Premium \$ Included

Insurance Company Safety National Casualty Corporation

Countersigned By \_\_\_\_\_

**ENDORSEMENT # 017**

**This endorsement, effective 12:01 AM 11/03/2015**

**Forms a part of policy no.: 015375054**

**Issued to: UNITED SITE SERVICES, INC.**

**By: LEXINGTON INSURANCE COMPANY**

**ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION**

**(Based on CG2026 04/13)**

**This endorsement modifies insurance provided by the following:**

**COMMERCIAL GENERAL LIABILITY POLICY**

**SCHEDULE**

**Name of Additional Insured Person(s) or Organization(s)**

**Where Required by Written Contract**

**Information required to complete this Schedule, if not shown above, will be shown in the Declarations**

**A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:**

- 1. In the performance of your ongoing operations; or**
- 2. In connection with your premises owned by or rented to you.**

**However:**

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and**
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.**

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:**

**If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:**

- 1. Required by the contract or agreement; or**

2. Available under the applicable Limits of Insurance shown in the Declarations;  
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations

All other terms and conditions of the policy remain the same.

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**Authorized Representative**

**ENDORSEMENT # 023**

**This endorsement, effective 12:01 AM 11/03/2015**

**Forms a part of policy no.: 015375054**

**Issued to: UNITED SITE SERVICES, INC.**

**By: LEXINGTON INSURANCE COMPANY**

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS-SCHEDULED  
PERSON OR ORGANIZATION**

**(Based on CG2010 04/13)**

**This endorsement modifies insurance provided by the following:**

**COMMERCIAL GENERAL LIABILITY POLICY**

**SCHEDULE**

**Name of Additional Insured Person(s)  
or Organization(s)**

**Location of Covered Operations**

**Where required by written contract**

**Information required to complete this Schedule, if not shown above, will be shown in the Declarations**

**A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:**

**1. Your acts or omissions or**

**2. The acts or omissions of those acting on your behalf;**

**in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.**

**However:**

**1. The insurance afforded to such additional insured only applies to the extent permitted by law; and**

**2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.**

**B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:**

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**C. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations

All other terms and conditions of the policy remain the same.



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**Authorized Representative**

**ENDORSEMENT # 024**

**This endorsement, effective 12:01 AM 11/03/2015**

**Forms a part of policy no.: 015375054**

**Issued to: UNITED SITE SERVICES, INC.**

**By: LEXINGTON INSURANCE COMPANY**

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS- COMPLETED OPERATIONS**

**(Based on CG2037 04/13)**

**This endorsement modifies insurance provided by the following:**

**COMMERCIAL GENERAL LIABILITY POLICY**

**SCHEDULE**

**Name of Additional Insured Person(s)  
or Organization(s)**

**Location of Completed Operations**

**Where required by written contract**

**Information required to complete this Schedule, if not shown above, will be shown in the Declarations**

**A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".**

**However:**

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and**
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.**

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:**

**If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:**

1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations

All other terms and conditions of the policy remain the same.



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**Authorized Representative**