

CITY CLERK ORIGINAL

C-7783
10/25/2011

AGREEMENT FOR BUS SHELTER TRASH PICKUP SERVICES City of Glendale Solicitation No. 12-11

This Agreement for bus shelter trash pickup services ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and ShelterCLEAN of Arizona, Inc., an Arizona corporation, (the "Contractor"), as of the 25th day of October, 2011.

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. 12-11 (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 those furnished by its Sub-contractors will not exceed \$90,000 (\$78,720 for the base contract and the remainder for additional services to be billed at \$35/hour), as specifically detailed in **Exhibit B** (the "Compensation").

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. 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 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. Foreign Prohibitions. Contractor certifies under A.R.S. §§ 35-391 *et seq.* and 35-393 *et seq.*, that it does not have, and during the term of this Agreement will not have, "scrutinized" business operations, as defined in the preceding statutes, in the countries of Sudan or Iran.

11. Notices.

- 11.1 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.

11.2 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:

Robert Lassner
 c/o ShelterCLEAN of Arizona, Inc.
 3640 East Washington 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 Jeff Henry, Transit Supervisor
 6210 West Myrtle Avenue
 Glendale, Arizona 85301
 623-930-3516

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.

12. 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.

13. Entire Agreement; Survival; Counterparts; Signatures.

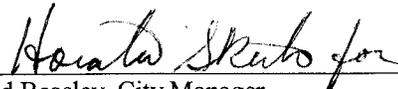
- 13.1 Integration.** This Agreement contains, except as stated below, the entire agreement between City and Contractor and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.
- (A) Neither Party has made any representations, warranties or 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.
- 13.2 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.
- 13.3 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.
- 13.4 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.
- 13.5 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.
- 13.6 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.
- 13.7 Counterparts.** This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.
- 14. Term.** The term of this Agreement commences upon the effective date and continues for a one year initial period. The City may, at its option and with the approval of the Contractor, extend the term of this Agreement an additional four years, renewable on an annual basis. Contractor will be notified in writing by the City of its intent to extend the Agreement period at least 30 calendar days prior to the expiration of the original or any renewal Agreement period. Price adjustments will only be reviewed during the Agreement renewal period. There are no automatic renewals of this Agreement.
- 15. 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.

16. **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



Ed Beasley, City Manager

ATTEST:



City Clerk (SEAL)

APPROVED AS TO FORM:



City Attorney

ShelterCLEAN of Arizona, Inc.,
an Arizona Corporation



By: Robert Lassner
Its: General Manager

EXHIBIT A

RFP 12-11 BUS SHELTER TRASH PICKUP SERVICES

PROJECT

[see attached]

EXHIBIT A

RFP 12-11 BUS SHELTER TRASH PICKUP SERVICES

SCOPE

Contractor shall be responsible to keep all transit furniture, concrete slabs, shelters and surrounding areas free of foreign debris, trash, etc.

There are approximately 236 trash containers located at various bus stops throughout the City. Depending on need, the containers shall be serviced: once every two weeks (B), weekly (1), twice weekly (2) or three times a week (3). A schedule of locations and service maintenance is included. These quantities are subject to change during the term of the contract. Contract cost will change accordingly, based on the unit cost proposed.

These numbers do not include the Park and Ride Lot located at 99th and Glendale Avenues, which requires servicing twice per month

The following are estimated statistics:

- Average number of pickup locations per week: 230
- Average miles driven per week: 300
- Average labor hours per week: 30
- Average time spent at each location: four (4) minutes per stop

GENERAL SPECIFICATIONS

Contractor shall empty all trash containers; disinfect trash receptacles inside, outside and underneath; and replace with new trash container liners (black or green, non-clear). All trash and litter shall be picked up within a 10-foot radius of the bus stop. If the stop contains a transit slab, the 10-foot radius begins from all sides of the slab, excluding the street. All trash must also be cleaned within the slab.

Trash pickup shall include, but not be limited to:

- Keeping the bus stop free from all debris (cigarette butts, cups, newspapers, gum, food, etc.).
- Keeping the bus stop free from insects (i.e., ants, bees, etc.), weeds, brush, overhanging trees, etc.
- Notifying the contract administrator of any bus stop damage, including missing signs.
- Keeping the bus stop free from graffiti.
- Calling the appropriate party for shopping cart removal (a phone number will be provided). Also, identifying the location of the shopping cart on the monthly invoice.
- Notifying the contract administrator of any type of hazard or safety issue.
- Keeping all non-city property off shelter/bench slabs (including magazine stands, flyers, etc.).

All garbage can lids (where applicable) shall be replaced and securely refastened at each visit. Notify contract administrator of any missing lids.

Trash containers may or may not contain an inner hard plastic trash liner on which to attach a trash bag. All containers that do not have an inner liner shall have inside hooks available to attach the bag. In the absence of inside hooks, the bag may overlap the outside of the trash container.

Contractor shall have the highest consideration for the safety, comfort, cleanliness and convenience of transit passengers and adjacent property owners.

Contractor shall conduct visual checks of each stop and immediately report items needing special repair or attention to assure the bus stop meets City standards, as outlined in this RFP, for cleanliness and safety.

There is a Park and Ride lot located at 99th and Glendale Avenues that also requires trash pickup services. This location has approximately eight (8) trash containers.

Contractor shall be required to perform the following additional services at the Park and Ride facility:

- Empty and change the trash bags in all trash cans.
- Wipe off and disinfect all trash cans and trash can lids.
- Wipe down and disinfect all benches.
- Wipe down bike racks, rails, information panels and light poles.
- Remove all graffiti on premises; sweep sidewalks, waiting area, gutters and curbs; remove gum, food and clean spills on sidewalks, waiting area, gutters and curbs; pick up all debris, cigarette butts and loose trash in landscaping; remove all debris, litter and trash from parking areas.

Contractor shall perform work activities at times that shall maximize safety and minimize disruption to the community, transit passengers and transit operators. For example, whenever possible, avoid morning rush hour, evening rush hour and refrain from generating excessive noise. Ensure that vehicles do not impede passenger boarding areas, etc. Whenever necessary, work shall be performed during early mornings or late evenings.

Contractor's vehicles shall make every attempt not to impede normal traffic flow. In the event that Contractor's vehicle remains in the street, Contractor shall adhere to the City of Phoenix Barricade Manual <http://phoenix.gov/streets/rightway.html>.

Contractor shall follow schedule for trash collection as set by the City. Contractor shall make every effort to stay on schedule each day and shall complete all work as scheduled unless unforeseen circumstances out of the control of the Contractor cause delays. All scheduled items not completed during the week must be reported to the transit supervisor (or designee) on

Monday of the following week with an explanation of why the work was not completed and when this work will be completed. This report shall be in written form.

Contract administrator (or designee) shall determine if work not done on schedule constitutes noncompliance.

Contractor is responsible for waste disposal in compliance with Federal, State, County and City requirements. The use of City or commercially owned dumpsters is prohibited unless prior agreement with the owner has been reached. The City is not required to supply an area or facility for storage or removal of Contractor's waste. Contractor is solely responsible for any disposal fees (dumping charges, etc.).

Contractor shall immediately contact the contract administrator of all incidents that may result in a citizen complaint to the City.

Contractor must notify the contract administrator of any public health or safety hazard. Contractor must notify the contract administrator, as well as the owner, to remove any miscellaneous items at bus stops, such as grocery carts.

All service vehicles must comply with the Maricopa County Environmental Health Code: Chapter II, Section 5, Regulations 1 and 2.

http://www.maricopa.gov/clk_board/Ordinances/P14_Health_Code.pdf

CALLBACKS

Contractor shall assign top priority to callbacks for trash cans that are overflowing and need to be serviced. Required response time shall be no greater than four (4) hours after the City has contacted the Contractor unless the contract administrator has agreed to other terms. Contractor must give an estimated time of arrival (ETA) at the time the City contacts the Contractor. All hazards must be eliminated from the site in order to protect the public from hazardous/dangerous conditions.

Supervisory personnel shall be available to receive a phone call from the City between the hours of 6:00 a.m. and 6:00 p.m., seven days a week, 365 days a year. A call on a weekend or holiday would be a rarity.

Contractor shall notify the contract administrator immediately after the site has been secured. Failure to do so may result in the Contractor paying liquidated damages in the sum of \$50.00 per consecutive calendar day that work remains to be completed after the day established as the date of completion.

PERSONNEL REQUIREMENTS

Contractor shall provide an employee uniform, shirt or vest bearing the Contractor's name and/or logo. This attire shall conform to ANSI Standard 1071999, High Visibility Apparel Standard, Class

II, for traffic speed areas less than 50 mph. Vest colors, iridescent orange, lime green or a combination thereof are permissible. Uniform shall be furnished by the Contractor.

Contractor shall understand that the City may initiate a background check administered by the Police Department should it be determined to be in the City's best interest.

Contractor's staff shall have legal status to work in the United States to perform services under this contract.

All employees and representatives of the Contractor shall be fluent enough in the English language to read and understand chemical labels and signs, as well as converse intelligently with City management and other personnel.

Contractor shall agree that any of its employees who may be assigned to perform work under this contract shall be used exclusively for that purpose during the time in which they are working in areas covered by this solicitation.

Contractor shall submit documentation proving that all individuals associated with providing this service have been trained in customer service techniques.

CONTRACTOR'S PERFORMANCE

Contractor shall furnish all necessary trained personnel, supervision, scheduling, equipment and tools (and their maintenance), cleaning supplies, paint, and other consumables and accessories required to perform the service.

The City shall determine the quality and acceptability of any work performed under the resultant contract.

In case of an emergency, Contractor must provide an after-hours telephone number where they can be contacted immediately, and the Contractor must call back within sixty (60) minutes of the originating call. The Contractor's telephone number must be free of charge for City use.

If—in the opinion of the contract administrator—performance becomes unsatisfactory, the contract administrator shall notify the Contractor in writing. Upon receipt of notice of unsatisfactory performance, the Contractor shall have five days from the time of the notification to initiate corrective action in any specific instance of unsatisfactory performance. If the Contractor does not initiate corrective action within the five days, a written response by the Contractor is required detailing how the deficiencies will be corrected and how the Contractor will avoid any recurrence.

If, after the tenth day, the Contractor has not initiated corrective action, the City has the right to immediately complete the work to its satisfaction. Any or all costs associated to complete the work may be deducted from any amounts owed the Contractor. This does not pertain to emergency responses. If the Contractor's emergency response does not comply as stated in Section 1.6.3, the Contractor shall be held liable for any and all legal claims that may arise.

INVENTORY RESPONSIBILITY

Contractor shall maintain an adequate inventory of all materials and supplies necessary to perform within the work scope and time frame required.

CONTRACTOR'S EQUIPMENT

Through ownership, leasing or renting, the Contractor shall be responsible for providing all equipment required to satisfactorily complete the work. Vehicles and equipment utilized shall be maintained in a clean and mechanically sound condition and are subject to approval and review by the contract administrator. Vehicles and equipment shall clearly identify the Contractor.

ADDITIONAL SERVICES

On rare occasions, additional tasks and services—in addition to or separate from the services specified herein—may be required of the Contractor, as directed by the City, for events and situations associated with providing comprehensive bus stop and passenger facilities maintenance. Additional service may include: cleaning of temporary bus stops, special events, new service starts, service changes and other tasks as required by the City. The Contractor shall provide all necessary personnel and equipment to perform the additional services, including any needed increases in personnel and/or additional equipment above and beyond what is currently provided by the Contractor. The Contractor shall be compensated for labor at the hourly rate or unit rate as specified in the contract, and City-approved material costs.

Within 24 hours after a special project is complete, the Contractor shall send a report to the contract administrator defining the work performed. Failure to do so may result in the Contractor paying liquidated damages in the sum of \$50 per consecutive calendar day that work remains to be completed after the day established as the date of completion.

The contract administrator, prior to beginning work, must approve all additional work. Without the prior approval of the contract administrator, the Contractor may not be compensated.

INSPECTIONS

The City shall conduct random inspections of the areas covered under this contract.

The City and the Contractor may conduct joint inspections of areas on a regular basis. The date and time shall be mutually agreed upon.

PROPERTY DAMAGE

Contractor shall be responsible for repair of any damage to City property and restoration of any facility damage, beyond normal wear and tear, caused by Contractor's activities. Repair and restoration shall be to the satisfaction of the transit supervisor. Any repair/restoration of these damages shall be performed at no cost to the City.

BILLING CYCLE

Contractor shall submit invoices for work done monthly after work is completed. With each invoice, the Contractor shall submit a report indicating completed and incomplete work.

The report shall include:

- A scale for each location indicating the level of trash in each can when collected. The scale shall be from 1 to 4 and N, with "4" indicating a full trash can and "N" indicating not serviced. Each location must be rated each time the location is scheduled for service.
- A comment section for each location for comments. Examples include "bus stop sign missing," "trash can lid missing," "construction-did not service," etc.

SUBCONTRACTORS AND SUPPLIERS

Contractor shall provide a list with their proposal of all subcontractors and suppliers who will perform various specialized tasks.

SECURITY

The City does not assume any responsibility at any time for the protection of, or for loss of, Contractor's materials during the term of this contract.

STORM WATER REQUIREMENTS

Contractor shall comply with all federal, state and local environmental requirements. Contractor must adhere to the City of Glendale's Storm Water Best Management Practices for bus shelter cleaning, painting, etc. If the Contractor has questions or concerns regarding the City's Storm Water Best Management Practices, or to obtain a copy of the practices, call the Office of Environmental Resources at (623) 930-4100.

Contractor shall list all chemicals to be used in the performance of this contract and shall submit Material Safety Data Sheets (MSDS). The Environmental Resources Department shall review and approve all chemicals prior to their use.

STREET DIRECTION INTERSECTING STREET	FREQUENCY OF SERVICE
NB 51 FS CAMELBACK	B
NB 51 AV FS GLENN	1
NB 51 AV FS MYRTLE	B
NB 51 AV FS NORTHERN	1
NB 51 FS ROYAL PALM	B
NB 51 AV FS OLIVE	2
NB 51 AV VOGEL	B
NB 51 AV FS PEORIA	1
SB 51 AVE FS THUNDERBIRD	1
SB 51 AV FS CACTUS	2
SB 51 AV FS PEORIA	2
SB 51 AV FS OLIVE	2
SB 51 AV FS NORTHERN	1
SB 51 AV FS MYRTLE	B
SB 51 AV FS GLENDALE	1
SB 52 AV FS GLENDALE	B
NB 55 AV NS NORTHERN	2
SB 55 AV FS NORTHERN	2
NB 59 AV FS CAMELBACK	2
NB 59 AV FS COLTER	B
NB 59 AV FS MISSOURI	B
NB 59 AV FS BETHANY HOME	3
NB 59 AV FS ROSE LANE	B
NB 59 AV FS MARYLAND	1
NB 59 AV FS GLENDALE AVE	3
NB 59 AV FS PALMAIRE	B
NB 59 AV FS MYRTLE	1
NB 59 AV FS ORANGEWOOD	B
NB 59 AV FS HAYWARD	B
NB 59 AV FS NORTHERN	2
NB 59 AV FS OLIVE	3
NB 59 AV FS VOGEL	1
NB 59 AV FS BROWN	B
NB 59 AV FS PEORIA	2

STREET DIRECTION INTERSECTING STREET	FREQUENCY OF SERVICE
NB 59 AV FS DESERT COVE	B
NB 59 AV FS CACTUS	1
NB 59 AV FS SWEETWATER	1
NB 59 AV NS THUNDERBIRD	2
NB 59 AV FS THUNDERBIRD	2
NB 59 AV FS CROCUS	B
NB 59 AV FS COUNTRY GABLES	B
NB 59 AV FS TIERRA BUENA	B
NB 59 AV FS PARADISE	B
NB 59 AV FS TALAVI	B
NB 59 AV FS BELL	2
NB 59 AV FS UNION HILLS	B
NB 57 AV NS UTOPIA (Library)	1
SB 59 AV FS UNION HILLS	2
SB 59 AV FS BELL RD	3
SB 59 AV FS KINGS	1
SB 59 AV NS PARADISE	B
SB 59 AV FS NANCY	B
SB 59 AV FS GREENWAY	2
SB 59 AV NS MAUI	B
SB 59 AV FS COUNTRY GABLES	B
SB 59 AV FS EVANS	B
SB 59 AV FS HEARN	B
SB 59 AV FS THUNDERBIRD	2
SB 59 AV NS EUGIE	1
SB 59 AV FS SWEETWATER	2
SB 59 AV FS CACTUS	2
SB 59 AV FS SUNNYSIDE	B
SB 59 AV FS CHOLLA	B
SB 59 AV FS PEORIA	2
SB 59 AV FS BROWN	1
SB 59 AV FS SUNNYSLOPE	1
SB 59 AV FS OLIVE	3
SB 59 AV NS SELDON	B
SB 59 AV FS ROYAL PALM	B
SB 59 AV FS NORTHERN	3

STREET DIRECTION INTERSECTING STREET	FREQUENCY OF SERVICE
SB 59 AV FS HAYWARD	B
SB 59 AV FS ORANGEWOOD	1
SB 59 AV FS MYRTLE	2
SB 59 AV FS GLENN DR	2
SB 59 AV FS GLENDALE	3
SB 59 AV FS MARYLAND	B
SB 59 AV FS KEIM	B
SB 59 AV FS BETHANY HOME	3
SB 59 AV FS MONTEBELLO	B
SB 59 AV FS MISSOURI	1
SB 59 AV NS COLTER	1
NB 67 AV FS CAMELBACK	3
NB 67 AV FS MISSOURI	B
NB 67 AV FS MONTEBELLO	B
NB 67 AV FS BETHANY HOME	3
NB 67 AV FS MARYLAND	1
NB 67 AV FS GLENDALE AV	3
NB 67 AV FS MYRTLE AV	B
NB 67 AV FS BELMONT/FRIER	B
NB 67 AV FS BUTLER	1
NB 67 AV FS ALICE	1
NB 67 AV FS OLIVE	2
NB 67 AV FS SUNNYSLOPE	B
NB 67 AV FS MOUNTAIN VIEW	B
NB 67 AV FS PEORIA	2
NB 67 AV FS CACTUS	2
NB 67 AV FS WILLOW	B
NB 67 AV FS THUNDERBIRD	1
NB 67 AV FS GREENWAY	B
NB 67 AV FS KINGS	B
SB 67 AV FS BELL	3
SB 67 AV FS KINGS	B
SB 67 AV NS PARADISE LN	B
SB 67 AV NS NANCY LN	B
SB 67 AV FS GREENWAY	1
SB 67 AV FS OLIVE	3

STREET DIRECTION INTERSECTING STREET	FREQUENCY OF SERVICE
SB 67 AV NS DIANA	B
SB 67 AV FS BUTLER	B
SB 67 AV FS GLENDALE	3
SB 67 AV FS OCOTILLO	B
SB 67 AV FS MARYLAND	1
SB 67 AV FS ROSE LN	B
SB 67 AV FS BETHANY HOME	3
SB 67 AV FS MISSOURI	1
SB 75 AV NS JOY	B
SB 79 AV FS UNION HILLS	B
NB 83 AV FS MARYLAND	B
WB CAMELBACK FS 43 AV	3
WB CAMELBACK FS 55 AV	B
WB CAMELBACK FS 65 AV	B
EB BETHANY HOME FS 67 AV	3
EB BETHANY HOME FS 63 AV	B
EB BETHANY HOME FS 59 AV	2
EB BETHANY HOME FS 51 AV	1
EB BETHANY HOME FS 49 AV	B
EB BETHANY HOME FS 47 AV	B
EB BETHANY HOME FS 45 DR	B
WB BETHANY HOME FS 43 AV	3
WB BETHANY HOME FS 48 AV	B
WB BETHANY HOME FS 59 AV	3
WB BETHANY HOME FS 67 AV	1
WB GLENDALE FS 43 AV	3
WB GLENDALE FS 45 AV	B
WB GLENDALE NS 48 AV	B
WB GLENDALE FS 50 DR	B
WB GLENDALE FS 51 AV	1
WB GLENDALE FS 52 AV	1

STREET DIRECTION INTERSECTING STREET	FREQUENCY OF SERVICE
WB GLENDALE FS 54 AV	1
WB GLENDALE FS 55 AV	1
WB GLENDALE NS 58 DR	3
WB GLENDALE NS 59 AV	3
WB GLENDALE FS 61 AV	1
WB GLENDALE FS 62 AV	1
WB GLENDALE FS 63 AV	3
WB GLENDALE FS 67 AV	3
WB GLENDALE FS 71 AV	B
WB GLENDALE NS 75 AV	2
WB GLENDALE FS 83 AV	B
WB GLENDALE FS 89 AV	B
WB GLENDALE FS 91 AV	B
WB GLENDALE FS 93 AV	B
WB GLENDALE FS 99 AV	B
EB GLENDALE FS LITCHFIELD	1
EB GLENDALE FS 95 & NS 91	1
EB GLENDALE NS 83 AV	B
EB GLENDALE FS 81 AV	B
EB GLENDALE FS 79 AV	B
EB GLENDALE NS 76 DR	B
EB GLENDALE FS 75 AV	2
EB GLENDALE FS 71 AV	B
EB GLENDALE FS 67 AV	3
EB GLENDALE FS 65 AV	1
EB GLENDALE FS 63 AV	1
EB GLENDALE FS 60 AV	B
EB GLENDALE NS 58 DR	3
EB GLENDALE FS 57 AV	3
EB GLENDALE FS 55 AV	2
EB GLENDALE FS 54 AV	1
EB GLENDALE NS 51 AV	3
EB GLENDALE FS 51 AV	1
EB GLENDALE FS 49 AV	1
EB GLENDALE FS 47 AV	B
EB GLENDALE NS 45 AV	B
EB GLENDALE FS 45 AV	B

STREET DIRECTION INTERSECTING STREET	FREQUENCY OF SERVICE
EB GLENDALE NS 43 AV	3
EB NORTHERN FS 59 AV	1
EB NORTHERN FS 56 AV	1
EB NORTHERN NS 55 AV	1
EB NORTHERN FS 53 AV	B
EB NORTHERN FS 51 AV	2
WB NORTHERN FS 43 AV	2
WB NORTHERN FS 47 AV	B
WB NORTHERN FS 51 AV	2
EB OLIVE FS 65 AV	1
EB OLIVE FS 61 AV	3
EB OLIVE FS 59 AV	3
EB OLIVE NS 56 AV	B
EB OLIVE FS 55 AV	B
EB OLIVE FS 53 AV	B
EB OLIVE FS 51 AV	2
EB OLIVE FS 47 AV	B
WB OLIVE FS 43 AV	1
WB OLIVE FS 47 AV	B
WB OLIVE FS 51 AV	1
WB OLIVE FS 57 AV	B
WB OLIVE FS 59 AV	2
WB OLIVE FS 65 AV	B
EB ALICE FS 66 DR	B
EB PEORIA FS 67 AV	3
EB PEORIA FS 63 AV	B
EB PEORIA FS 59 AV	2
EB PEORIA FS 57 AV	B
EB PEORIA FS 53 AV	B
EB PEORIA FS 51 AV	1
EB PEORIA FS 49 AV	B
EB PEORIA FS 45 AV	B
WB PEORIA FS 43 AV	1

STREET DIRECTION INTERSECTING STREET	FREQUENCY OF SERVICE
WB PEORIA FS 45 DR	B
WB PEORIA FS 51 AV	2
WB PEORIA FS 59 AV	2
WB PEORIA FS 63 AV	B
 	
EB CACTUS FS 63 AV	B
EB CACTUS FS 59 AV	B
 	
EB THUNDERBIRD FS 67 AV	B
EB THUNDERBIRD FS 59 AV	3
EB THUNDERBIRD NS 56 AV	1
EB THUNDERBIRD FS 55 AV	1
 	
WB THUNDERBIRD FS 51 AV	2
WB THUNDERBIRD FS 52 DR	B
 	
EB BELL FS 73 AV	2
EB BELL FS 69 AV	B
EB BELL FS 67 AV	2
EB BELL FS 63 AV	B

STREET DIRECTION INTERSECTING STREET	FREQUENCY OF SERVICE
EB BELL FS 59 AV	3
EB BELL FS 55 AV	1
 	
 	
WB BELL FS 51 AV	1
WB BELL FS 57 AV	1
WB BELL FS 59 AV	3
WB BELL FS 63 AV	B
WB BELL FS 67 AV	2
WB BELL FS 69 AV	B
 	
SB 79 AV FS UNION HILLS DR	B
 	
EB UNION HILLS FS 79 AV	B
EB UNION HILLS FS 67 AV	1
EB UNION HILLS FS 59 AV	3
 	
WB UNION HILLS FS 55	B
 	

KEY

B = Once every two weeks (Biweekly)

1 = Once per week

2 = Two times per week

3 = Three times per week

EB = Eastbound (as you travel east)

SB = Southbound (as you travel south)

WB = Westbound (as you travel west)

NB = Northbound (as you travel north)

FS = Far side of the intersection

NS = Near side of the intersection

For example: EB UNION HILLS FS 79 AV means you are traveling east on Union Hills; as you approach 79th Ave., the bus stop is on the other side of intersection.

PERFORMANCE SURETY REQUIREMENTS

The proposal and performance sureties shall be in the form of a bond, cashier's check, certified check or money order. Personal or company checks are not acceptable unless certified. Letters of credit are not acceptable. Individual sureties are not acceptable.

Contractor shall furnish a performance surety in the form of a bond, money order or certified or cashier's check, in the amount of ten percent (10%) of the contract amount guaranteeing the faithful performance of the contract.

If a bond is submitted, it shall be written on the form provided by the City as an attachment to the proposal documents. The attorney-in-fact that executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney. The bond must be written by a surety with a Standard & Poors rating no less than a BB and must be authorized and licensed to do business in this State by the Arizona Department of Insurance. Individual sureties and letters of credit are not acceptable.

EXHIBIT B

RFP 12-11 BUS SHELTER TRASH PICKUP SERVICES

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

Compensation for services performed will be paid in accordance with Section 5 of the Agreement.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed \$90,000 (\$78,720 for the base contract and the remainder for additional services to be billed at \$35/hour).

DETAILED PROJECT COMPENSATION

Contractor shall submit invoices for work done monthly after work is completed. With each invoice, the Contractor shall submit a report indicating completed and incomplete work.

The report shall include:

A scale for each location indicating the level of trash in each can when collected. The scale shall be from 1 to 4 and N, with "4" indicating a full trash can and "N" indicating not serviced. Each location must be rated each time the location is scheduled for service.

A comment section for each location for comments. Examples include "bus stop sign missing," "trash can lid missing," "construction-did not service," etc.

EXHIBIT C

RFP 12-11 BUS SHELTER TRASH PICKUP SERVICES

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.