

**AGREEMENT with ARIZONA REFUSE
SALES, LLC for the
Certified Rebuild of Two (2) Sideload Trucks**

This Agreement for the Certified Rebuild of Two (2) Sideload Trucks ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and Arizona Refuse Sales, LLC, an Arizona limited liability company, authorized to do business in Arizona, (the "Contractor"), as of the 26th day of March, 2013.

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**, through the S.A.V.E. Cooperative Purchasing Agreement under the City of Tucson RFP #110051-01 (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 \$261,525.86, 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.
 - 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.

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 of any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.
- 9.2 Any breach of warranty under subsection 9.1 above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.
- 9.3 City retains the legal right to inspect the papers of any Contractor or subcontractor employee who performs work under this Agreement to ensure that the Contractor or any subcontractor is compliant with the warranty under subsection 9.1 above.
- 9.4 City may conduct random inspections, and upon request of City, Contractor shall provide copies of papers and records of Contractor demonstrating continued compliance with the warranty under subsection 9.1 above. Contractor agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this section.
- 9.5 Contractor agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon Contractor and expressly accrue those obligations directly to the benefit of the City. Contractor also agrees to require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.
- 9.6 Contractor's warranty and obligations under this section to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.
- 9.7 The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

10. 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:

Arizona Refuse Sales, LLC
c/o Paul Campbell
1824 West Broadway Road
Phoenix, AZ 85041

- 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 West Myrtle Avenue, #111
Glendale, Arizona 85301
623-930-2619

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 for time only. 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 this Agreement. 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.

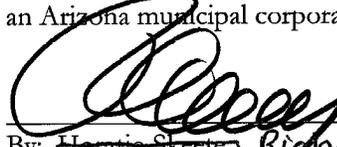
16. **Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A	Project
Exhibit B	Compensation
Exhibit C	Dispute Resolution

(Signatures appear on the following page.)

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

City of Glendale,
an Arizona municipal corporation

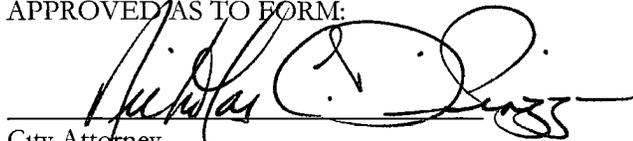


By: ~~Horatio Skeete~~ Richard Bowers
Its: Acting City Manager

ATTEST:


City Clerk (SEAL)

APPROVED AS TO FORM:


City Attorney

Arizona Refuse Sales, LLC,
an Arizona limited liability company



By: PAUL CAMPBELL
Its: OWNER

EXHIBIT A

Certified Rebuild of Two (2) Sideload Trucks

PROJECT

[See attached]



Dave Harvey,
November 28, 2012

Attached are quotes to do a Retro-Fit of requested units for the City of Glendale.



Unit # 6272D63 This is an AutoCar chassis with single axle on 210" wheelbase and a 26 cubic yard Heil body.

- a) Remove body and all components associated with the body
- b) Refurbish Chassis per quote
- c) Install a new 27 cubic yard Scorpion body and arm per quote



Unit # 6272D66 This is an AutoCar chassis with tandem axle on 210" wheelbase and a 30 cubic yard Heil body.

- a) Remove body and all components associated with the body
- b) Refurbish Chassis per quote
- c) Install a new 30 cubic yard Scorpion body and arm per quote

Unit # 6272D52 This is a Peterbilt chassis with tandem axle on 216" wheelbase and a 30 cubic yard McNeilus body.

Note:

I have not quoted this unit due to the fact that there is heavy wear shown on the chassis frame top rail along with rust that dictates that there would be a cost to replace these rails.

This cost would out weigh the purpose of the Refurbish program. It is our recommendation to not use this chassis for a Retro-Fit unit.

Unit # 6272D60 This is a Peterbilt chassis with tandem axle on 216" wheelbase and a 30 cubic yard McNeilus body.

Note:

It is our recommendation to not use this chassis for a Retro-Fit unit. the same applies as unit # 6272D52.

If you have questions or need additional data, please let me know.

Thank you for giving us this opportunity to quote the DaDee Manufacturing Scorpion ASL product.

Paul Campbell

ARIZONA REFUSE SALES,LLC.

1824 W. Broadway
Phoenix, AZ 85041-2232

PHONE: 602-276-4390

FAX: 602-276-5470

E-MAIL:

Check One

ORIGINAL

Quote IN-HOUSE



Invoice #: 00023214

Date: 11/28/2012

Ship Via:

Page: 1

Bill To:

City of Glendale
Equipment Management
6210 Myrtle Ave. Suite # 111
Glendale, AZ 85301

Ship To:

City of Glendale
6210 W. Myrtle Avenue
Suite # 111
Glendale, AZ 85301

Description	Amount Tx
TAG onto the City of Tucson Contract #110051-01 for Installation of SCORPION ASL 27 YD body on Refurbished City of Glendale Chassis #6272D63.	\$99,025.00 X
10 Lb Fire Extinguisher	
18 x 18 x 24 Tool Box	
Flare Kit	
Three Light Flashing Kit on Tailgate tied to Brakes	
Shovel & Broom Holder	
Oil Temperature Sensor	
Tailgate View Tabs	
2 Year Body Warranty	
3 Year Hydraulic System Warranty	
CHASSIS MODIFICATION/REFURBISH:	\$10,845.00
A) Remove Heil body and arm	
B) Clean, repair and repaint cab	
C) Upholster seats	
D) Replace vinyl console cover	
E) Clean and paint frame	
F) Replace horizontal exhaust with vertical exhaust	
NO DRIVE TRAIN WORK TO BE DONE	
EXTENDED WARRANTY TOTAL 5 Year Body and Arm Structural SIGNATURE _____	\$3,500.00

PRINT NAME _____

A Finance Charge of 1-1/2% per month, 18% annual rate, will be charged on all past invoices.

Your Order
Shipping Date:
Terms: **Net 30**

Shipping & Handling:
Sales Tax:
Total Amount:
Amount Applied:
Balance Due:

Except insofar as items sold pursuant to this contract bear such warranties as their manufacturers allow, all other work is fully guaranteed for 90 days from date of invoice. Claims must be accompanied by the original invoice. We are responsible for our work ONLY. Warranties do not apply to damage or defect due to improper assembly or any other adjustments made to unit subsequent to our repair by customer or other party. The and exclusive remedy of buyer for warranties of ARIZONA REFUSE SALES,LLC. (hereafter called The Seller) shall be repair or replacement of defective parts or credit of purchase or repair price of only those items described in The Seller's original invoice, at the option of The Seller only. No other charges will be paid by The Seller for down time repair machinery repair, mechanic charges, travel, attorney fees, etc. Not responsible items on the Seller's premises past 30 days from invoice date.

VISA, MASTERCARD, AMERICAN EXPRESS AND DISCOVER CARDS ACCEPTED

ARIZONA REFUSE SALES,LLC.

1824 W. Broadway
Phoenix, AZ 85041-2232

PHONE: 602-276-4390

FAX: 602-276-5470

E-MAIL:

Check One

ORIGINAL

Quote **IN-HOUSE**



Invoice #: 00023214

Date: 11/28/2012

Ship Via:

Page: 2

Bill To:

City of Glendale
Equipment Management
6210 Myrtle Ave. Suite # 111
Glendale, AZ 85301

Ship To:

City of Glendale
6210 W. Myrtle Avenue
Suite # 111
Glendale, AZ 85301

Description	Amount	Tx
EXTENDED WARRANTY TOTAL 5 Year Cylinders	\$2,500.00	
OPTIONS:		
A) Spray Insulation under cab	\$1,000.00	X
B) Replace air conditioning unit with Red-Dot System	\$7,500.00	X
SHIP FOB GLENDALE		

SIGNATURE _____

PRINT NAME _____

A Finance Charge of 1-1/2% per month, 18% annual rate, will be charged on all past invoices.

Shipping & Handling:	\$0.00
Sales Tax:	\$9,999.83
Total Amount:	\$134,369.83
Amount Applied:	\$0.00
Balance Due:	\$134,369.83

Your Order
Shipping Date:
Terms: **Net 30**

Except insofar as items sold pursuant to this contract bear such warranties as their manufacturers allow, all other work is fully guaranteed for 90 days from date of invoice. Claims must be accompanied by the original invoice. We are responsible for our work ONLY. Warranties do not apply to damage or defect due to improper assembly or any other adjustments made to unit subsequent to our repair by customer or other party. The and exclusive remedy of buyer for warranties of ARIZONA REFUSE SALES,LLC. (hereafter called The Seller) shall be repair or replacement of defective parts or credit of purchase or repair price of only those items described in The Seller's original invoice, at the option of The Seller only. No other charges will be paid by The Seller for down time repair machinery repair, mechanic charges, travel, attorney fees, etc. Not responsible items left on the Seller's premises past 30 days from invoice date.

VISA, MASTERCARD, AMERICAN EXPRESS AND DISCOVER CARDS ACCEPTED

ARIZONA REFUSE SALES,LLC.

1824 W. Broadway
Phoenix, AZ 85041-2232

PHONE: 602-276-4390

FAX: 602-276-5470

E-MAIL:

Check One

ORIGINAL

Quote **IN-HOUSE**



Invoice #: 00023233

Date: 11/28/2012

Ship Via:

Page: 1

Bill To:

City of Glendale
Equipment Management
6210 Myrtle Ave. Suite # 111
Glendale, AZ 85301

Ship To:

City of Glendale
6210 W. Myrtle Avenue
Suite # 111
Glendale, AZ 85301

Description

Amount Tx

TAG onto the City of Tucson Contract #110051-01 for Installation of SCORPION ASL 27 YD body on Refurbished City of Glendale Chassis #6272D66 \$99,025.00 X

10 Lb Fire Extinguisher

18 x 18 x 24 Tool Box

Flare Kit

Three Light Flashing Kit on Tailgate tied to Brakes

Shovel & Broom Holder

Oil Temperature Sensor

Tailgate View Tabs

2 Year Body Warranty

3 Year Hydraulic System Warranty

30 YD Scorpion Body

\$900.00 X

CHASSIS MODIFICATION/REFURBISH:

\$10,845.00

A) Remove Heil body and arm

B) Clean, repair and repaint cab

C) Upholster seats

D) Replace vinyl console cover

E) Clean and paint frame

F) Replace horizontal exhaust with vertical exhaust

NO DRIVE TRAIN WORK TO BE DONE

SIGNATURE _____

PRINT NAME _____

A Finance Charge of 1-1/2% per month, 18% annual rate, will be charged on all past invoices.

Shipping & Handling:

Sales Tax:

Total Amount:

Amount Applied:

Balance Due:

Your Order

Shipping Date:

Terms: **Net 30**

Except insofar as items sold pursuant to this contract bear such warranties as their manufacturers allow, all other work is fully guaranteed for 90 days from date of invoice. Claims must be accompanied by the original invoice. We are responsible for our work ONLY. Warranties do not apply to damage or defect due to improper assembly or any other adjustments made to unit subsequent to our repair by customer or other party. The and exclusive remedy of buyer for warranties of ARIZONA REFUSE SALES,LLC. (hereafter called The Seller) shall be repair or replacement of defective parts or credit of purchase or repair price of only those items described in The Seller's original invoice, at the option of The Seller only. No other charges will be paid by The Seller for down time repair machinery repair, mechanic charges, travel, attorney fees, etc. Not responsible items left on the Seller's premises past 30 days from invoice date.

VISA, MASTERCARD, AMERICAN EXPRESS AND DISCOVER CARDS ACCEPTED

ARIZONA REFUSE SALES,LLC.

1824 W. Broadway
Phoenix, AZ 85041-2232

PHONE: 602-276-4390

FAX: 602-276-5470

E-MAIL:

Check One

ORIGINAL

Quote **IN-HOUSE**



Invoice #: 00023233

Date: 11/28/2012

Ship Via:

Page: 2

Bill To:

City of Glendale
Equipment Management
6210 Myrtle Ave. Suite # 111
Glendale, AZ 85301

Ship To:

City of Glendale
6210 W. Myrtle Avenue
Suite # 111
Glendale, AZ 85301

Description	Amount Tx
EXTENDED WARRANTY TOTAL 5 Year Body and Arm Structural	\$3,500.00
EXTENDED WARRANTY TOTAL 5 Year Cylinders	\$2,500.00
OPTIONS:	
A) Spray Insulation under cab	\$1,000.00 X

SHIP FOB GLENDALE

SIGNATURE _____

PRINT NAME _____

A Finance Charge of 1-1/2% per month, 18% annual rate, will be charged on all past invoices.

	Shipping & Handling:	\$0.00
	Sales Tax:	\$9,386.03
Your Order	Total Amount:	\$127,156.03
Shipping Date:	Amount Applied:	\$0.00
Terms: Net 30	Balance Due:	\$127,156.03

Except insofar as items sold pursuant to this contract bear such warranties as their manufacturers allow, all other work is fully guaranteed for 90 days from date of invoice. Claims must be accompanied by the original invoice. We are responsible for our work ONLY. Warranties do not apply to damage or defect due to improper assembly or any other adjustments made to unit subsequent to our repair by customer or other party. The and exclusive remedy of buyer for warranties of ARIZONA REFUSE SALES,LLC. (hereafter called The Seller) shall be repair or replacement of defective parts or credit of purchase or repair price of only those items described in The Seller's original invoice, at the option of The Seller only. No other charges will be paid by The Seller for down time repair machinery repair, mechanic charges, travel, attorney fees, etc. Not responsible items left on the Seller's premises past 30 days from invoice date.

VISA, MASTERCARD, AMERICAN EXPRESS AND DISCOVER CARDS ACCEPTED



1824 W Broadway Road
 Phoenix, AZ 85041
 Phone: 800-940-7467
 FAX: 602-276-5470

November 28, 2012

Attn: Dave Harvey
 City of Glendale, AZ

RE: Explanation of City of Tucson Contract I10051-01

**27 CUBIC YARD CAPACITY (excluding hopper area)
 AUTOMATED SIDE LOAD REFUSE BODIES**

REVISED PRICE PAGE additional breakdown

**Item 1a Price Page
 SIDE LOAD BODY**

Unit Price (see STANDARD EQUIPMENT LIST)	\$89,000
3 Year Warranty (High Pressure Filter Kit) <i>This is a Hydraulic SYSTEM Warranty</i> which covers Pumps, Valves & Cylinders. (At the time of the original purchase order the manufacturer required High Pressure Filters is installed as a condition of the warranty. This is no longer the case.) The cost of the 3 year Hydraulic System Warranty remains the same at \$5,500.	5,500
10# Fire Extinguisher	125
Tool Box (18 x 18 x 24" TOOL BOX AND MOUNTING BRACKETS	600
Flare Kit	75
30 VAC Light Kit (CURRENTLY DESCRIBED AS "THREE LIGHT FLASHING KIT ON TAILGATE TIED TO BRAKES)	450
Chock Holder	150
Shovel & Broom Holder	150
2 Year Body Warranty	2500
Oil Temperature Sensor	400
Tailgate View Tabs	75
TOTAL	\$99,025

**Item 2a Price Page
 EXTENDED WARRANTIES**

TOTAL 5 Year Cylinder Warranty: \$2,500
 On our OPTIONAL EQUIPMENT page part # WRH3 is a 5 YEAR CYLINDER WARRANTY that is priced at \$5,500. In this case, the customer purchased the above 3 Year Hydraulic System Warranty which included the cylinders. They wanted a 5 year warranty on the cylinders only (beyond the above 3 year warranty) so the price of \$2,500 reflects that adjustment.

TOTAL 5 Year Body Warranty: \$3,500

We do not have a published price on our **OPTIONAL EQUIPMENT** page for a 5 year Body/Arm Structural Warranty. We chose to discount the cost of a 5 Year Body (and arm) Warranty and offered as part of this contract at \$3,500 based on Unit quantity.

ADDITIONAL / PUBLISHED OPTIONS:

***CAM1 Zone Defense Camera System with DVR and 5 year warranty was published as an option at the time of the original Tucson Contract. At this time Zone Defense 2-Camera with DVR is our STANDARD system and there is no additional charge.

LEV2	Hydraulic Oil Leak Detection System	NOT AVAILABLE
LEV1	Hydraulic Oil Level Sensor	\$300.00
SIGN1	Roadway Display Sign Frames (one each side)	975.00

ADDITIONAL / UNPUBLISHED OPTIONS:

DaDee Manufacturing SCORPION Diagnostic Tester	\$3,495.00
ZONAR Extra Light Duty Track / Trace Package (GPS System) INSTALLED	982.00
DORAN 360 HD Tire Pressure Monitoring System (6 Tire)	850.00
DORAN 360 HD Tire Pressure Monitoring System (8 Tire)	950.00
DORAN optional Flow-Through Valve Stem Extension (Per Tire)	22.00
Stress-Tek VULCAN Body Scale System Model G733	9,800.00
ADDITIONAL (3 rd) CAMERA (and cable) for Zone Defense Camera System	450.00
Auto Lube System	1,800.00
30 YARD Body Option	900.00

EXHIBIT B

Certified Rebuild of Two (2) Sideload Trucks

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

The vendor, Arizona Refuse Sales, LLC was awarded this bid through a competitive bid process by the City of Tucson Contract 110051-01 and incorporated into the S.A.V.E. Cooperative Purchasing Agreements of which the City is also a member .

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 \$261,525.86.

DETAILED PROJECT COMPENSATION

See Exhibit A.



Department of Procurement

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Please register by clicking on the Login button above in order to see detailed information on the contracts shown below.

[Contact Us](#)

[National IPA](#)

27 Cubic Yard Capacity (excluding hopper area) Automated Side Load Refuse Bodies

Contract Number: 110051

Department: General Services

Contract Officer: Ray Valdez

Records returned: 1



1824 W Broadway Road
Phoenix, AZ 85041

Phone: 800-940-7467
FAX: 602-276-5470

PROPOSAL NUMBER: 110051
27 CUBIC YARD CAPACITY (excluding hopper area)
AUTOMATED SIDE LOAD REFUSE BODIES

REVISED PRICE PAGE additional breakdown

Item 1a Price Page
SIDE LOAD BODY

Unit Price	\$89,000
3 Year Warranty (High Pressure Filter Kit)	5,500
10# Fire Extinguisher	125
Tool Box	600
Flare Kit	75
30 VAC Light Kit	450
Chock Holder	150
Shovel & Broom Holder	150
2 Year Body Warranty	2,500
Oil Temperature Sensor	400
Tailgate View Tabs	75
TOTAL	\$99,025

Item 2a Price Page
EXTENDED WARRANTIES

TOTAL 5 Year Cylinder Warranty: \$2,500
TOTAL 5 Year Body Warranty: \$3,500

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
 255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
 P.O. BOX 27210, TUCSON, AZ 85726
 (520) 837-4140
 ISSUED DATE: SEPTEMBER 13, 2010

REQUEST FOR PROPOSAL NO.: 110951
 REP. AMENDMENT NO.: ONE (1)
 PAGE 1 OF 2
 RFP DUE DATE: SEPTEMBER 21, 2010 @ 4:00 P.M., LOCAL AZ TIME
 PRINCIPAL CONTRACT OFFICER: VICTORIA COJKINAS

REVISED PRICE PAGE

Item #	Description	Quantity	Unit Price	Extended Price
1.	Automated Side Load Bodies, as per specifications			
1a.	Side Load Body <i>DaDee MFG SCORPION 27 ASL</i> Mfg./Model #	13 each	\$ <u>99025.00</u> <i>(SEE ADDITIONAL BREAKDOWN PAGE)</i>	\$ <u>1,287,325.00</u>
1b.	Chassis Modifications	13 each	\$ <u>3100.00</u>	\$ <u>40,300.00</u>
1c.	Pick up / Delivery Charges	13 each	\$ <u>500.00</u>	\$ <u>6,500.00</u>
1d.	Fuel Charges	13 each	\$ <u>120.00</u>	\$ <u>1,560.00</u>
1e.	Level 1 Inspection (INCLUDED IN 1b.)	13 each	\$ <u>0.00</u>	\$ <u>0.00</u>
Item 1 Total			\$ <u>102,745.00</u>	\$ <u>1,335,685.00</u>
2.	Optional Items			
2a.	Extended Warranties Refuse body Hydraulic Cylinders		\$ <u>3500.00</u> \$ <u>2500.00</u>	
2b.	Sign Board Frames, per specifications <i>ROADWAY DISPLAY 36X9X</i> Mfg./Model #	13 Each	\$ <u>975.00</u> <i>PER</i>	\$ <u>12,675.00</u>
2c.	Decal, per specifications	13 each	\$ <u>600.00</u> <i>PER</i>	\$ <u>7,800.00</u>

ALL OTHER PROVISIONS OF THE REQUEST FOR PROPOSAL SHALL REMAIN IN THEIR ENTIRETY.
 VENDOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.

[Signature] 9-23-10
 Signature Date
Aud Campbell
 Typed Name and Title

ARIZONA REFUSE SALES LLC.
 Company Name
1824 W. BROADWAY Rd.
 Address
PHOENIX AZ 85041
 City State Zip



1824 W Broadway Road
Phoenix, AZ 85041

OPTIONAL EQUIPMENT

PART #	DESCRIPTION	PRICE
<input type="checkbox"/> BOD1	30 Yard Body	\$900.00
<input type="checkbox"/> PT01	Two Tone Paint (Zero VOC Powder Coat)	\$2,500.00
<input type="checkbox"/> PT02	Paint Stripes	\$1,000.00
<input type="checkbox"/> AWPT	Adverse Weather Pre-Treat	\$1,500.00
<input type="checkbox"/> SGN1	Roadway Display Sign Frames (one each side)	\$975.00
<input type="checkbox"/> DEC1	95.5 x 31.5 3M Trans-Graphics Vinyl Decals (one each side)	\$600.00
<input type="checkbox"/> TB24	Tool Box (18" x 18" x 24") (each)	\$600.00
<input type="checkbox"/> TB36	Tool Box (18" x 18" x 36") (each)	\$650.00
<input type="checkbox"/> FEX1	10 lb. Fire Extinguisher & Mounting Bracket	\$125.00
<input type="checkbox"/> FEX2	20 lb. Fire Extinguisher & Mounting Bracket	\$175.00
	Tool Holders	
<input type="checkbox"/> TH01	Broom, Shovel or Rake	\$125.00
<input type="checkbox"/> TH02	Cone	\$150.00
<input type="checkbox"/> TH03	Chock	\$150.00
<input type="checkbox"/> WRS2	Additional Two Year Body and Arm Structure Warranty	\$2,500.00
<input type="checkbox"/> WRH3	Three Year Hydraulic System Warranty (Pumps, Valves, Cylinders)	\$5,500.00
<input type="checkbox"/> WRH5	Five Year Cylinder Warranty	\$6,500.00
<input type="checkbox"/> PRES	Pressure Filter Kit	\$4,500.00
<input type="checkbox"/> DISC1	Hydraulic Fluid Quick Disconnect Kit	\$600.00
<input type="checkbox"/> TEMP	Hydraulic Oil Temperature Sensor	\$400.00
<input type="checkbox"/> LEV1	Hydraulic Oil Level Sensor	\$300.00
<input type="checkbox"/> LEV2	Hydraulic Oil Leak Detection System	\$1,800.00
<input type="checkbox"/> TAG1	Tag Axle Control Kit	\$3,800.00
<input type="checkbox"/> LTK1	Three Light Flashing Kit on Tailgate tied to Brakes	\$450.00

*All prices are subject to change without notice
November 2010

SCORPION Optional Equip. L10810

Phone: 800-949-7467
FAX: 602-276-5470
www.D&DMfg.com



1824 W Broadway Road
Phoenix, AZ 85041

Phone: 800-940-7467
FAX: 602-276-5470

December 15, 2011

Attn: Charlie Caudill
City of Yuma, AZ

RE: Explanation of City of Tucson Contract 110051-01

**27 CUBIC YARD CAPACITY (excluding hopper area)
AUTOMATED SIDE LOAD REFUSE BODIES**

REVISED PRICE PAGE additional breakdown

**Item 1a Price Page
SIDE LOAD BODY**

Unit Price (see STANDARD EQUIPMENT LIST)	\$89,000
3 Year Warranty (High Pressure Filter Kit) <i>This is a Hydraulic SYSTEM Warranty which covers Pumps, Valves & Cylinders. (At the time of the original purchase order the manufacturer required High Pressure Filters is installed as a condition of the warranty. This is no longer the case.) The cost of the 3 year Hydraulic System Warranty remains the same at \$5,500.</i>	5,500
10# Fire Extinguisher	125
Tool Box (18" x 18" x 24" TOOL BOX AND MOUNTING BRACKETS)	600
Flare Kit	75
30 VAC Light Kit (CURRENTLY DESCRIBED AS "THREE LIGHT FLASHING KIT ON TAILGATE TIED TO BRAKES")	450
Chock Holder	150
Shovel & Broom Holder	150
2 Year Body Warranty	2500
Oil Temperature Sensor	400
Tailgate View Tabs	75
TOTAL	\$99,025

**Item 2a Price Page
EXTENDED WARRANTIES**

TOTAL 5 Year Cylinder Warranty: \$2,500

On our OPTIONAL EQUIPMENT page part # WRH3 is a 5 YEAR CYLINDER WARRANTY that is priced at \$5,500. In this case, the customer purchased the above 3 Year Hydraulic System Warranty which included the cylinders. They wanted a 5 year warranty on the cylinders only (beyond the above 3 year warranty) so the price of \$2,500 reflects that adjustment.

TOTAL 5 Year Body Warranty: \$3,500

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ADDITIONAL / PUBLISHED OPTIONS:

***CAM1 Zone Defense Camera System with DVR and 5 year warranty was published as an option at the time of the original Tucson Contract. At this time Zone Defense 2-Camera with DVR is our STANDARD system and there is no additional charge.

LEV2	Hydraulic Oil Leak Detection System	NOT AVAILABLE
LEV1	Hydraulic Oil Level Sensor	\$300.00
SIGN1	Roadway Display Sign Frames (one each side)	975.00

ADDITIONAL / UNPUBLISHED OPTIONS:

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ZONAR Extra Light Duty Track / Trace Package (GPS System) INSTALLED	982.00
DORAN 360 HD Tire Pressure Monitoring System (6 Tire)	850.00
DORAN 360 HD Tire Pressure Monitoring System (8 Tire)	950.00
DORAN optional Flow-Through Valve Stem Extension (Per Tire)	22.00
Stress-Tek VULCAN Body Scale System Model G733	9,800.00
ADDITIONAL (3 rd) CAMERA (and cable) for Zone Defense Camera System	450.00
Auto Lube System	1,800.00
30 YARD Body Option	900.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/20/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown Insurance of AZ, Inc 2800 North Central Avenue, Suite 1600 Phoenix AZ 85004	CONTACT NAME: Lisa Brode														
	PHONE (A/C No. Ext): 602-664-7055														
	FAX (A/C No.):														
	E-MAIL ADDRESS:														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A :Hartford Casualty Insurance Co</td> <td>29424</td> </tr> <tr> <td>INSURER B :Employers Compensation Ins Co</td> <td>11512</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A :Hartford Casualty Insurance Co	29424	INSURER B :Employers Compensation Ins Co	11512	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
INSURED Arizona Refuse Sales LLC Cohone Technologies, Inc., Dadee Manufacturing 1824 West Broadway Phoenix AZ 85041															

COVERAGES **CERTIFICATE NUMBER:** 1125104895 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	Y	59UUNSV7205	10/1/2011	10/1/2012	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y		59 UUNSV7205	10/1/2011	10/1/2012	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			59HHUSV7220	10/1/2011	10/1/2012	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input checked="" type="checkbox"/> Y <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below			EIG-1180496-02	1/1/2012	1/1/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

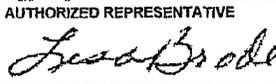
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Insured(s) applies with respects to General Liability per attached form #HG0001 0605 when required by written contract or agreement

Bid #2012-20000225 - Automated Side Loaders (2)

The People of the City of Yuma, its officers agents and employees are Additional Insured when required by written contract

CERTIFICATE HOLDER**CANCELLATION**

City of Yuma Attn: Purchasing PO Box 13012 Yuma AZ 85366-3012	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

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CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
(520) 837-4129
ISSUE DATE: NOVEMBER 6, 2012

CONTRACT NO.: 110051
CONTRACT AMENDMENT NO.: FOUR (4)
PAGE 1 of 1
SD
CONTRACT OFFICER: RAY VALDEZ

THIS CONTRACT IS AMENDED AS FOLLOWS:

27 CUBIC YARD CAPACITY AUTOMATED SIDE LOAD BODIES

The referenced contract has been amended to add the following service in the Scope of Services section of the contract:

SCOPE OF SERVICES, Page 14 of 32, General Requirements, Item 11, shall be replaced with the following requirement (Change to requirement is noted in **BOLD**) :

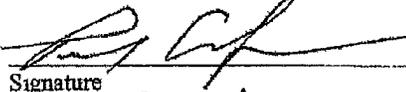
E. VENDOR SERVICE AND MAINTENANCE: Successful vendor will provide and maintain a factory authorized parts and service facility for bodies (including warranty repairs) within a 125 mile radius of the City of Tucson Price Service Center prior to award of bid.

Repairs and minor refurbishment of used Chassis may be completed under this contract when installing a new body. Any costs associated with repairs and/or refurbishment must be mutually agreed to by the Contractor and the City (or other using agency) prior to any work being performed.

If warranty service is not provided within the Tucson metro area contractor shall be responsible for all costs including fuel and labor, of transporting vehicle (s) between the City's Price Service Center and the contractor's service center. The method of transportation must be mutually agreed to by the Contractor and Fleet Services prior to transport.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF
AND UNDERSTANDING OF THE ABOVE AMENDMENT.

 11/06/12
Signature Date

PAUL CAMPBELL PRESIDENT
Typed Name and Title

ARIZONA REFUSE SALES LLC
Company Name

1824 W. BROADWAY Rd.
Address

PCAMPBELL@AZ.REFUSE.COM
Email Address

PHOENIX AZ 85041
City State Zip

THE ABOVE REFERENCED CONTRACT AMENDMENT

IS HEREBY EXECUTED THIS 6 DAY
OF Nov, 2012, AT TUCSON, ARIZONA.

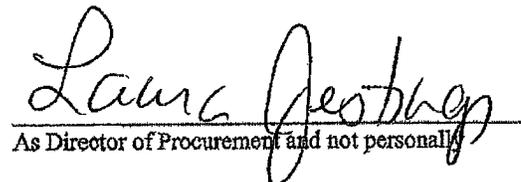

As Director of Procurement and not personally

EXHIBIT C

Certified Rebuild of Two (2) Sideload Trucks

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.