

PROFESSIONAL SERVICES AGREEMENT
REPLACEMENT PARTS AND SYSTEM COMPONENTS FOR TROJAN UV4000 AND TROJAN
UV3000 DISINFECTION SYSTEMS

This Professional Services Agreement ("Agreement") is entered into and effective between CITY OF GLENDALE, an Arizona municipal corporation ("City") and DC Frost Associates, Inc., a California corporation, authorized to do business in the State of Arizona, ("Consultant") as of the 10 day of May, 2016 ("Effective Date").

RECITALS

- A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, Project (the "Project");
- B. City desires to retain the professional services of Consultant to perform certain specific duties and produce the specific work as set forth in the attached **Exhibit B**, Project Scope of Work ("Scope");
- C. Consultant desires to provide City with professional services ("Services") consistent with best consulting or architectural practices and the standards set forth in this Agreement, in order to complete the Project; and
- D. City and Consultant desire to memorialize their agreement with this document.

AGREEMENT

The parties hereby agree as follows:

1. Key Personnel; Other Consultants and Subcontractors.

- 1.1 Professional Services. Consultant will provide all Services necessary to assure the Project is completed timely and efficiently consistent within Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other consultants or contractors, retained by City.
- 1.2 Project Team.
 - a. Project Manager.
 - (1) Consultant will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's opinion, complete the project and handle all aspects of the Project such that the work produced by Consultant is consistent with applicable standards as detailed in this Agreement; and
 - (2) The City must approve the designated Project Manager.
 - b. Project Team.
 - (1) The Project Manager and all other employees assigned to the Project by Consultant will comprise the "Project Team."
 - (2) Project Manager will have responsibility for and will supervise all other employees assigned to the Project by Consultant.
 - c. Discharge, Reassign, Replacement.
 - (1) Consultant acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in **Exhibit A**.
 - (2) Consultant will not discharge, reassign, replace or diminish the responsibilities of any of the employees assigned to the Project who have been approved by City

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

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

d. Subcontractors.

- (1) Consultant may engage specific technical contractors (each a "Subcontractor") to furnish certain service functions.
- (2) Consultant will remain fully responsible for Subcontractor's services.
- (3) Subcontractors must be approved by the City.
- (4) Consultant will certify by letter that all contracts with Subcontractors have been executed incorporating requirements and standards as set forth in this Agreement.

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

3. **Consultant's Work.**

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

3.2 Licensing. Consultant warrants that:

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

Consultant must not discriminate against any employee or applicant for employment on the basis race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Consultant will require any Sub-contractor to be bound to the same requirements as stated within this section. Consultant, and on behalf of any subcontractors, warrants compliance with this section.

3.4 Coordination; Interaction.

- a. For projects that the City believes requires the coordination of various professional services, Consultant will work in close consultation with City to proactively interact with

any other professionals retained by City on the Project ("Coordinating Project Professionals").

- b. Consultant will meet to review the Project, Schedule and in-progress work with Coordinating Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.
- c. For projects not involving Coordinating Project Professionals, Consultant 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, Consultant grants to City, and will cause its Subconsultants or Subcontractors 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) Consultant 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. Consultant 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 Consultant, the City agrees to indemnify and hold Consultant harmless from any claim arising out of the Work Product.
 - (3) In such case, City will also remove any seal and title block from the Work Product.

4. **Compensation for the Project.**

- 4.1 Compensation. Consultant's compensation for the Project, including those furnished by its Subconsultants or Subcontractors will not exceed \$275,000 annually for a maximum of \$1,375,000 for the term of the agreement, as specifically detailed in **Exhibit D** ("Compensation").
- 4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated Scope as outlined in the Project is significantly modified.
 - a. Adjustments to Compensation require a written amendment to this Agreement and may require City Council approval.
 - b. Additional services which are outside the Scope of the Project contained in this Agreement may not be performed by the Consultant without prior written authorization from the City.
 - c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.
- 4.3 Allowances. An "Allowance" may be identified in **Exhibit D** only for work that is required by the Scope and the value of which cannot reasonably be quantified at the time of this Agreement.

- a. As stated in Sec. 4.1 above, the Compensation must incorporate all Allowance amounts identified in **Exhibit D** and any unused allowance at the completion of the Project will remain with City.
- b. Consultant may not add any mark-up for work identified as an Allowance and which is to be performed by a Subconsultant.
- c. Consultant will not use any portion of an Allowance without prior written authorization from the City.
- d. Examples of Allowance items include, but are not limited to, subsurface pothole investigations, survey, geotechnical investigations, public participation, radio path studies and material testing.

4.4 Expenses. City will reimburse Consultant for certain out-of-pocket expenses necessarily incurred by Consultant in connection with this Agreement, without mark-up (the "Reimbursable Expenses"), including, but not limited to, document reproduction, materials for book preparation, postage, courier and overnight delivery costs incurred with Federal Express or similar carriers, travel and car mileage, subject to the following:

- a. Mileage, airfare, lodging and other travel expenses will be reimbursable only to the extent these would, if incurred, be reimbursed to City of Glendale personnel under its policies and procedures for business travel expense reimbursement made available to Consultant for review prior to the Agreement's execution, and which policies and procedures will be furnished to Consultant;
- b. The Reimbursable Expenses in this section are approved in advance by City in writing; and
- c. The total of all Reimbursable Expenses paid to Consultant in connection with this Agreement will not exceed the "not to exceed" amount identified for Reimbursable Services in the Compensation.

5. **Billings and Payment.**

5.1 Applications.

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

5.2 Payment.

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

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

- a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.

- b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

6. Termination.

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 15 days following the date of delivery.

- a. Consultant will be equitably compensated for Services furnished prior to receipt of the termination notice and for reasonable costs incurred.
- b. Consultant 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 Consultant fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

- a. Consultant 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 Consultant for Services furnished, City will pay the amount due to Consultant, less City's damages, in accordance with the provision of Sec. 5.
- b. If City's direct damages exceed amounts otherwise due to Consultant, Consultant must pay the difference to City immediately upon demand; however, Consultant will not be subject to consequential damages more than \$1,000,000 or the amount of this Agreement, whichever is greater.

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

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

- a. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01, including products and completed operations, with limits of no less than **\$1,000,000** per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- b. Automobile Liability: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
- c. Professional Liability. Consultant must maintain a Professional Liability insurance covering errors and omissions arising out of the work or services performed by Consultant, or anyone employed by Consultant, or anyone for whose acts, mistakes, errors and omissions Consultant is legally liability, with a liability insurance limit of \$1,000,000 for each claim and a \$2,000,000 annual aggregate limit.
- c. Worker's Compensation: Insurance as required by the State of Arizona, with Statutory Limits, and Employers' Liability insurance with a limit of no less than **\$1,000,000** per accident for bodily injury or disease.

- 8.2 **Other Insurance Provisions.** The insurance policies required by the Section above must contain, or be endorsed to contain the following insurance provisions:
- a. **The City, its officers, officials, employees and volunteers are to be covered as additional insureds** of the CGL and automobile policies for any liability arising from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such liability may arise, but is not limited to, liability for materials, parts or equipment furnished in connection with any tasks, or work performed by Consultant or on its behalf and for liability arising from automobiles owned, leased, hired or borrowed on behalf of the Consultant. General liability coverage can be provided in the form of an endorsement to the Consultant's existing insurance policies, provided such endorsement is at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37, if later revisions are used.
 - b. For any claims related to this Project, the **Consultant's insurance coverage shall be primary insurance** with respect to the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.
 - c. Each insurance policy required by this Section shall provide that coverage shall not be canceled, except after providing notice to the City.
- 8.3 **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless the Consultant has obtained prior approval from the City stating that a non-conforming insurer is acceptable to the City.
- 8.4 **Waiver of Subrogation.** **Consultant hereby agrees to waive its rights of subrogation which any insurer may acquire** from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agent(s) and subcontractor(s).
- 8.5 **Verification of Coverage.** Within 15 days of the Effective Date of this Agreement, Consultant shall furnish the City with original certificates and amendatory endorsements, or copies of any applicable insurance language making the coverage required by this Agreement effective. All certificates and endorsements must be received and approved by the City before work commences. Failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements prior to the City's agreement that work may commence shall not waive the Consultant's obligations to obtain and verify insurance coverage as otherwise provided in this Section. The City reserves the right to require complete, certified copies of all required insurance policies, including any endorsements or amendments, required by this Agreement at any time during the Term stated herein.
- Consultant's failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements shall not be considered a Force Majeure or defense for any failure by the Consultant to comply with the terms and conditions of the Agreement, including any schedule for performance or completion of the Project.
- 8.6 **Subcontractors.** Consultant shall require and shall verify that all subcontractors maintain insurance meeting all requirements of this Agreement.
- 8.7 **Special Risk or Circumstances.** The City reserves the right to modify these insurance requirements, including any limits of coverage, based on the nature of the risk, prior experience, insurer, coverage or other circumstances unique to the Consultant, the Project or the insurer.

9. **Immigration Law Compliance.**

- 9.1 Consultant, and on behalf of any Subconsultant or Subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to

their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.

- 9.2 Any breach of warranty under this section is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.
- 9.3 City retains the legal right to inspect the papers of any Consultant, Subconsultant, or Subcontractor employee who performs work under this Agreement to ensure that the Consultant, Subconsultant or any Subcontractor is compliant with the warranty under this section.
- 9.4 City may conduct random inspections, and upon request of City, Consultant will provide copies of papers and records of Consultant demonstrating continued compliance with the warranty under this section. Consultant 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 Consultant agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon Consultant and expressly accrue those obligations directly to the benefit of the City. Consultant also agrees to require any Subconsultant or Subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.
- 9.6 Consultant's warranty and obligations under this section to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.
- 9.7 The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

10. Notices.

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

DC Frost Associates, Inc.
c/o Catherine Frost

2855 Mitchell Drive, Suite 215
Walnut Creek, CA 94598

- 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 Anthony Weathersby
7070 W. Northern Ave
Glendale, Arizona 85301

With required copy to:

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

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

- c. Concurrent Notices.
- (1) All notices to City's representative must be given concurrently to City Manager and City Attorney.
 - (2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by the City Manager and the City Attorney.
 - (3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Consultant identifying the designee(s) and their respective addresses for notices.
- d. Changes. Consultant or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

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

12. Entire Agreement; Survival; Counterparts; Signatures.

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

- a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
- b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.
- c. Inconsistencies between the solicitation, any addenda attached to the solicitation, the response or any excerpts attached as **Exhibit A**, and this Agreement, will be resolved by the terms and conditions stated in this Agreement.

12.2 Interpretation.

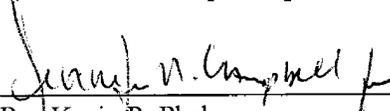
- a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.
- b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which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

- 12.3 **Survival.** Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.
- 12.4 **Amendment.** No amendment to this Agreement will be binding unless in writing and executed by the parties. Electronic signature blocks do not constitute execution for purposes of this Agreement. Any amendment may be subject to City Council approval.
- 12.5 **Remedies.** All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.
- 12.6 **Severability.** If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform with applicable law.
- 12.7 **Counterparts.** This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.
13. **Term.** The term of this Agreement commences upon the Effective Date and continues for a one (1)- year initial period. The City may, at its option and with the approval of the Consultant, extend the term of this Agreement an additional four (4) years, renewable on an annual basis. Consultant will be notified in writing by the City of its intent to extend the Agreement period at least thirty (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 and will be a determining factor for any renewal. There are no automatic renewals of this Agreement.
14. **Dispute Resolution.** Each claim, controversy and dispute (each a "Dispute") between Consultant and City will be resolved in accordance with **Exhibit E**. The final determination will be made by the City.
15. **Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.
- | | |
|-----------|--------------------|
| Exhibit A | Project |
| Exhibit B | Scope of Work |
| Exhibit C | Schedule |
| Exhibit D | Compensation |
| Exhibit E | Dispute Resolution |

(Signatures appear on the following page.)

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

City of Glendale,
an Arizona municipal corporation


By: Kevin R. Phelps
Its: City Manager

ATTEST:


Pamela Hanna (SEAL)
City Clerk

APPROVED AS TO FORM:


Michael D. Bailey
City Attorney

DC Frost Associates, Inc.,
a California corporation

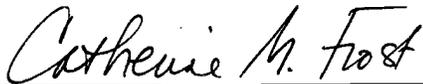

By: CATHERINE M. FROST
Its: Authorized Representative

EXHIBIT A
Professional Services Agreement

PROJECT

DC Frost & Associates is the sole source provider of the specialized system compents for UV3000 and UV4000 disinfection systems at West Area Water Reclamation Facility and Arrowhead Water Reclamation Facility. These parts are to be provided on an as needed basis. See attached letters.



January 28, 2016

Louie Gomez
City of Glendale
5901 N Glen Harbor Blvd
Glendale, AZ
85307

Dear Mr. Gomez

RE: Trojan System UV3000Plus2007™ Replacement Parts

In the Engineered Submittal Package for the Trojan System UV3000Plus2007™, Trojan provided an equipment performance guarantee stating that the system will meet the required level of disinfection provided that the system is operated and maintained in accordance with recommendations made by Trojan Technologies.

In order for this equipment guarantee to be maintained, it is imperative that the appropriate components and replacement parts be used in the system. There are key replacement parts and system components that directly influence the performance and reliability of the system. Among these critical replacement parts are the UV lamps, sleeves, electronic ballasts, wiper seals, printed circuitry etc. Without using lamps, ballasts, and other components that are approved and validated by Trojan Technologies, we cannot guarantee that the system will provide the required germicidal output. Subsequently, we cannot guarantee that the required UV dose is being delivered, if lamp output, ballast efficiency and system programming is unknown.

In order to keep the equipment performance guarantee intact, it is recommended that specialized system components be purchased and contracted from DC Frost & Associates, a wholly-owned subsidiary of The Coombs-Hopkins Co., who is the Trojan authorized representative for the state of Arizona. Trojan purchases only validated system components (lamps, ballasts etc.) from our suppliers and only those components meeting our performance standards are passed on to the customer.

If you have any questions regarding this matter, or require any additional information please do not hesitate to contact me.

Best regards,
TROJAN TECHNOLOGIES

Judy Georgijev

Judy Georgijev
Municipal Territory Representative

cc: Catherine Frost

December 4, 2015

Louie Gomez
City of Glendale
5901 N Glen Harbor Blvd
Glendale, AZ
85307

Dear Mr. Gomez

RE: Trojan System UV4000™ Replacement Parts

In the Engineered Submittal Package for the Trojan System UV4000™, Trojan provided an equipment performance guarantee stating that the system will meet the required level of disinfection provided that the system is operated and maintained in accordance with recommendations made by Trojan Technologies.

In order for this equipment guarantee to be maintained, it is imperative that the appropriate components and replacement parts be used in the system. There are key replacement parts and system components that directly influence the performance and reliability of the system. Among these critical replacement parts are the UV lamps, sleeves, electronic ballasts, wiper seals, printed circuitry etc. Without using lamps, ballasts, and other components that are approved and validated by Trojan Technologies, we cannot guarantee that the system will provide the required germicidal output. Subsequently, we cannot guarantee that the required UV dose is being delivered, if lamp output, ballast efficiency and system programming is unknown.

In order to keep the equipment performance guarantee intact, it is recommended that specialized system components be purchased and contracted from DC Frost & Associates, a wholly-owned subsidiary of The Coombs-Hopkins Co., who is the Trojan authorized representative for the state of Arizona. Trojan purchases only validated system components (lamps, ballasts etc.) from our suppliers and only those components meeting our performance standards are passed on to the customer.

If you have any questions regarding this matter, or require any additional information please do not hesitate to contact me.

Best regards,
TROJAN TECHNOLOGIES

Judy Georgijev

Judy Georgijev
Municipal Territory Representative

cc: Catherine Frost

EXHIBIT B
Professional Services Agreement

SCOPE OF WORK

DC Frost Associates, Inc will provide parts for the Trojan UV3000 and UV4000 Disinfection systems currently in operation at the West Area Water Reclamation Facility and Arrowhead Water Reclamation Facility. These parts are to be provided from DC Frost Associates, Inc since they are the authorized representative for Trojan Technologies in Arizona. Purchase of these parts from DC Frost Associates, Inc maintains all service warranty guarantees from Trojan Technologies.

EXHIBIT C
Professional Services Agreement

SCHEDULE

Provide parts for UV disinfection systems at West Area Water Reclamation Facility and Arrowhead Water Reclamation Facility on an as needed basis.

EXHIBIT D
Professional Services Agreement

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

This is a sole source vendor for the replacement parts and components of the TrojanUV3000 and UV4000 disinfection systems operated at the West Area Water Reclamation Facility and Arrowhead Water Reclamation Facility.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Consultant for full completion of all work required by the Project during the entire term of the Project must not exceed \$275,000 annually for a maximum of \$1,375,000 for the term of the agreement.

DETAILED PROJECT COMPENSATION

City of Glendale would receive a 10% discount on attached parts list with the exception of the UV3000Plus Lamps, part #794447-ORD. Cost for a service visit is \$1,250 per day.

2015 AFTERMARKET PARTS PRICE LIST TROJAN UV3000PLUS™ 2007

Part Number	SubPart Number	Part Description	Notes	US List
Lamps, Sleeves & Ballasts				
794447-ORD		Lamp, GA64T6HE Angle Base	Not backwards compatible w/yellow or salmon lamps; Use with 820887G Lampholder	\$ 341.00
794447-0YW		Lamp, GA64T6HE Flat Base	Use w/ PN 316508; Replaces 794447-OSM PN	\$ 341.00
316508		Lamp Kit, GA64T6HE Flat Base		\$ 21.00
794447-0GN		Lamp, GA64T6HE Step Base	For use with 794447-0YW only.	\$ 341.00
316136-004		Sleeve, Quartz UV3+ 28x25x1950 4pk	4 Pack	\$ 432.00
	316136	<i>Sleeve, Quartz</i>		\$ 108.00
915378		Ballast Kit, UV3+ G3	With Plastic End Caps; Replaces PN 914384	\$ 792.00
Commonly Used Components				
316148P		Sleeve Cup Nut, UV3+ Mod Ryton	Pkg. of 10	\$ 30.00
302366P		Dessiccant, Desi Pak 1/6 Unit	2 Per Module; Pkg. of 10	\$ 11.25
901376P		Spring, Compression SST	Pkg. of 10	\$ 61.25
316144P		O-Ring, Sleeve Seal	Pkg. of 10	\$ 6.15
316145		O-Ring, Sleeve Support UV3+		\$ 0.51
901507		Cleaner, Acticlean Gel WW	This PN is for one case which contains 4 bottles (4x4 Litre Bottles); Amount Required Per Canister: UV3+: 38ml; UV4 & 4+: 115ml; UV5signa: 250ml+50/Tube	\$ 171.00
316148P		Sleeve Cup Nut, UV3+ Mod Ryton	Pkg. of 10	\$ 30.00
901174		Dessiccant, Desi Pak 2 Units	Used in PDC	\$ 2.85
Module Components				
316506-102		End Cap Kit, UV3+/07 Plain		\$ 54.00
316506-101		End Cap Kit, UV3+/07 Power		\$ 82.00
316506-103		End Cap Kit, UV3+/07 Power&Plain		\$ 130.00
914374-008GF		Plug, UV3+ PDC Module 8' GF	Replaces PN 914374-008	\$ 99.50
914374-010GF		Plug, UV3+ PDC MODULE 10' GF	Replaces PN 914373-010; Power Cord	\$ 103.00
914374-006GF		Plug, UV3+ PDC MODULE 6' GF	Replaces PN 914374-006	\$ 97.00
914374-020GF		Plug, UV3+ PDC Module 20' GF	Replaces PN 914374-020	\$ 135.50
316509		Seal Kit, End Cap UV3+	Includes: 2 Seals, Lubricant & Dessiccant	\$ 45.50
Ballast Enclosure Components				
914385		Module Board Kit, UV3+ G2	MFR# 2371G; Includes: 912356-001	\$ 178.00
328786		Wire Harness, UV3+ MOD PWR LT	Replaces PN 328078	\$ 20.20
328787		Wire Harness, UV3+ MOD PWR RT	Replaces PN 328079	\$ 33.40
Module Leg Components				
316505-060X		Lampholder, AMLG ANG UV3+ 60"X	Replaces PN 316505-060 Used with Red Based Lamps	\$ 47.00



GET SEMINE. *It's not a Genuine Trojan part, it shouldn't be part of your Trojan system.*

2015 AFTERMARKET PARTS PRICE LIST **TROJAN UV3000PLUS™** 2007

Part Number	SubPart Number	Part Description	Notes	US List
316505-078X		Lampholder, AMLG ANG UV3+ 78"X	Replaces PN 316505-078 Used with Red Based Lamps	\$ 52.25
316505-096X		Lampholder, AMLG ANG UV3+ 96"X	Replaces PN 316505-096 Used with Red Based Lamps	\$ 68.50
316135-060X		Lampholder, UV3+ Amalgam 60"X	6L-all spacing; 8L-3" spacing; Replaces PN 316135-060	\$ 50.00
Wiper System				
		Seal Kit, UV3+ Plastic Canister		\$ 33.60
	327017	Spacer, Wiper Seal UV3+	Qty 2/kit	n/a
	327021	Wiper Seal	Qty 2/kit	\$ 8.10
327122				
	327029	Spring, UV3+ Seal	Qty 2/kit - Wiper Seal Spring; Part required must purchase 327029P	n/a
	327030	Tube, 1/4 DIA Viton UV3+	Qty 4"/kit - Minimum Purchase - 12"	\$ 1.79
	327118	O-Ring, UV3+ Wiper Canister	Qty 2/kit - Part required must purchase 327118P	n/a
		Seal Kit	For Stainless Steel Canisters	\$ 46.00
	327017	Spacer, Wiper Seal UV3+	Qty 2/kit	n/a
	327021	Wiper Seal	Qty 2/kit	\$ 8.10
	327022	Washer, Canister UV3+	Qty 4/kit	n/a
327039				
	327029	Spring, UV3+ Seal	Qty 2/kit - Wiper Seal Spring; Part required must purchase 327029P	n/a
	327030	Tube, 1/4 DIA Viton UV3+	Qty 4"/kit - Minimum Purchase - 12"	\$ 1.79
	327043	Snap Ring	Qty 2/kit - Part required must purchase 327043P	n/a
013199-04F		Cap, 1/4 HYD Flat Coupling Female	Rubber Dust Collector	\$ 4.35
013200-04M		Cap, 1/4 HYD Flat Coupling Male	Rubber Dust Collector	\$ 4.35
013168-04FNB		Coupling, 1/4 HYD FE Flat NB	Replaces PN 013168-04FST	\$ 75.00
013169-04MNB		Coupling, 1/4 HYD MA Flat NB	Replaces PN 013169-04MST	\$ 39.00
821161P		Valve Press Relief Viton NSF	NSF Certified; Replaces PN 445044P	\$ 47.50
821161		Valve, Press Relief Viton NSF	Replaces PN 445044; Not compatible with old style adaptor must upgrade with kit 327795	ask Judy
327795		Vent Kit, UV3+07 P-Relief Plug	Includes adaptor	\$ 2.70
Power Distribution Center (PDC)				
916458		Board Kit, UV3+ CCB		\$ 1,803.00
931088		Board, UV3+ CCB Daughter	MFR# 34198-03	\$ 414.00
914343		Receptacle, UV3+ PDC	7 Pin	\$ 86.75
914368		Receptacle, UV3+ PDC Cap	MFR# 192900-0683	\$ 16.35
015408		Receptacle, UV3+ Sensor PDC	4 Pin	\$ 135.50
326447		Nipple, UV3+ 1/4NPT x 1/16D NB		\$ 13.30



GET GENUINE. We're not a Genuine Trojan part, it shouldn't be part of your Trojan system.

2015 AFTERMARKET PARTS PRICE LIST



Part Number	SubPart Number	Part Description	Notes	US List
901711-030		Spring Assembly, Gas 30LB	Gas Door Struts	\$ 55.75
901711-040		Spring Assembly, Gas 40LB	Gas Door Struts	\$ 51.00
901711-060		Spring Assembly, Gas 60LB	Gas Door Struts	\$ 51.00
Hydraulic System Center (HSC)				
907323		Filter Assy, Hyd 10Micron ABS		\$ 163.50
907384		Filter Element, 10Micron ABS Synth	Replaces PN 444413; Compact	\$ 41.00
907547		Gauge, 0-600PSI 2 1/2" SST		\$ 33.70
915573		Heater Kit, UV3+07 HSC MB UPGR	Includes: PN 301283 - Manual	\$ 730.00
326085		Hydraulic Fluid, FR WG150-D	Water Glycol - 20L Pail (Pink Color)	\$ 234.50
907666-020P		Hydraulic Fluid, Neptune AW15 ECO 20L	Pure Drive Hydraulic Fluid	\$ 1,032.00
444295		Oil, Hydraulic Low Viscosity	20L Pail	\$ 215.00
913292-124		PLC, TELE TWIDO CMPT 24IO 24V	Must also order 913292-224; Replaces PN 913292-040	\$ 541.00
913292-110		PLC, TELE TWIDO Compact10IO 24V		\$ 219.50
913292-224		PLC, TELE TWIDO MOD 24IO 24V		\$ 508.00
System Control Center (SCC)				
916279		HMI Kit, UV3+ G70-A7 Upgrade		Contact MTR
915338-002		Kit, UV3+ Type-M Upgrade		Contact MTR
Sensors				
015378		Carton, MES Sensor C/W Foam	Sensor Shipping Box	\$ 13.80
015393-S-158NB		Sensor Assy, UV3+ NIST S-158NB	Complete with box.	\$ 2,105.00
015406		Sensor Cable Kit, UV3+ NIST	Complete with cable & grommet.	\$ 130.00
015239		Sleeve, Sensor UV3+ 25x28x1832		\$ 129.00
914369-002		Sensor, Probe Water Level 2'	Comes with PVC Sheath.	\$ 51.00
914369-004		Sensor, Probe Water Level 4'	Comes with PVC Sheath.	\$ 132.00
914369-005		Sensor, Probe Water Level 5'	Comes with PVC Sheath.	\$ 188.00
914369-006		Sensor, Probe Water Level 6'	Comes with PVC Sheath.	\$ 210.50
914369-001		Sensor, Probe Water Level 1'	Comes with PVC Sheath.	\$ 33.70
319015		Enclosure Assy, UV3+ Level Sensor	Replaces PN 914370	\$ 166.50
319014-002		Lvl Snsr Kit, UV3+ Probe 2'	Replaces PN 914499-002	\$ 660.00
914345-002		Sensor, UV3+ Level High		\$ 165.50
914345-001		Sensor, UV3+ Level Low		\$ 196.00
01033083A8C1088P		Screw, HXWSH SL #8-32 UNC x1/2	Low Level Sensor Module 24VDC Sensor Mount Screw; Pkg. of 10;	\$ 4.85
Cleaning Equipment				
309416		Crane, UV3+ Module Thern		\$ 3,200.00
309465		Pedestal, Crane Base Upright		\$ 548.00
309504		Sling Kit, UV3+ 2Leg SBAL	Use W/ Crane	\$ 1,329.00



GET SEMINE. It's not a genuine Trojan part, it shouldn't be part of your Trojan system.

2015 AFTERMARKET PARTS PRICE LIST TROJAN UV3000PLUS™ 2007

Part Number	SubPart Number	Part Description	Notes	US List
Miscellaneous				
906002		Face Shield, UV Protection		\$ 60.75
906031		Kit, Mercury Spill Cleanup		\$ 711.00



GET GENUINE.™
If it's not a Genuine Trojan part, it shouldn't be part of your Trojan system.

2015 AFTERMARKET PARTS PRICE LIST



Part Number	SubPart Number	Part Description	Notes	US List
Lamps, Sleeves & Ballasts				
441169-024		Lamp Assy, Pkgd 24" UV 4000 G2	Replaces PN 441165-024	\$ 517.00
441143-024		Sleeve, Packaged UV4000 24"		\$ 431.00
441169-028		Lamp Assy, Pkgd 28" UV 4000 G2	Replaces PN 441165-028	\$ 517.00
441143-028		Sleeve, Packaged UV4000 28"		\$ 462.00
490291		Ballast, Replacement Kit UV4 G2	Replaces PN 490280	\$ 1,403.00
Commonly Used Components				
915446		Kit, Fan HF Ballast Replacement UV4	Replaces PN 914122	\$ 44.40
002181-216P		O-Ring, 1.11ID X .14NBR Teflon	Module Sealing O-Ring; Pkg. of 10	\$ 7.65
002181-230P		O-Ring, 2.48ID X .14NBR Teflon	Sleeve Sealing O-Ring; Pkg. of 10	\$ 8.45
910079		Lamp Tester Kit, UV4000		\$ 523.00
901206		Desiccant, Humidisorb HXC 4X4	Ballast Tray	\$ 30.60
442048		Sleeve Nut, Machined UV4000		\$ 77.75
442009		Snap Ring, Sleeve Nut 316SST		\$ 4.85
490083		Tool, Sleeve Nut UV4000		\$ 121.50
901507		Cleaner, Acticlean Gel WW	This PN is for one case which contains 4 bottles (4x4 Litre Bottles); Required Per Canister: UV3+: 38ml; UV4 & 4+: 115ml; UVSigna: 250ml-50/Tube	\$ 171.00
Module Components				
903372		Board, MCB 1-6 Lamps	MFR# 973;	\$ 1,408.00
903373		Board, MCB 8-12 Lamps	MFR# 971	\$ 2,095.00
431048		Grounding Wire Kit, MCB	Install w/ PN 431049 (PDC)	\$ 139.00
010084P		Screw, 1/4-20x1.50 Flat 18-8	Module-New Cover Assy; Pkg. of 10	\$ 8.75
010089P		Set Screw, Hex 1/4-20 X3/8	Used on Original Cover Assy.;Pkg. of 10	\$ 2.55
442171P		Spacer, Snap Fit UV4E	Module Cover; Pkg. of 10	\$ 20.40
442783-201		UV4000, 2 Module Cover Kit		\$ 3,178.00
442783-203		UV4000E Large, 2 Module Cover Kit		\$ 2,924.00
442783-403		UV4000E Large, 4 Module Cover Kit		\$ 5,798.00
442783-202		UV4000E Small, 2 Module Cover Kit		\$ 3,408.00
442783-402		UV4000E Small, 4 Module Cover Kit		\$ 6,767.00
907130		Valve, Hydraulic 2WY SOL NC 24VDC		\$ 165.50
442157		Leg Isolator Assembly, UVM UV4E		\$ 274.00
Ballast Enclosure Components				
441055-001		Lamp Plug Assy, 11' UV4E	Used in Ballast Tray	\$ 102.50
441055-002		Lamp Plug Assy, 14' UV4E	Used in Ballast Tray	\$ 105.50
441055-003		Lamp Plug Assy, 15' UV4E	Used in Ballast Tray	\$ 108.50
441055-004		Lamp Plug Assy, 17' UV4E	Used in Ballast Tray	\$ 111.00



GET GENUINE. *If it's not a Genuine Trojan part, it shouldn't be part of your Trojan system.*

2015 AFTERMARKET PARTS PRICE LIST



Part Number	SubPart Number	Part Description	Notes	US List
442807		Heat Exchanger, Field Replacement Kit	Used in Ballast Tray	\$ 8,568.00
490255		Heat Exchanger, UV4E Replacement Fan	Used in Ballast Tray	\$ 462.00
903345-017		Wire Harness, Ballast-MCB 17"	Replaces PN 903345	\$ 32.70
903345-031		Wire Harness, Ballast-MCB 31"	Replaces PN 903349; Used in Ballast Tray	\$ 36.80
903345-051		Wire Harness, Ballast-MCB 51"	Replaces PN 903347	\$ 47.40
903345-066		Wire Harness, Ballast-MCB 66"		\$ 37.80
903345-072		Wire Harness, Ballast-MCB 72"		\$ 33.70
903345-084		Wire Harness, Ballast-MCB 84"	Replaces PN 903608; Used in Ballast Tray	\$ 33.70
903361		Wire Harness, UV4E PDC-MDL 13.5'		\$ 105.50
903392		Wire Harness, UV4E PDC-MDL 16.75'		\$ 131.00
903540		Wire Harness, UV4E PDC-MDL 18.5'		\$ 154.50
Module Removal Mechanism (MRM)				
411115		Cable & Hook Assembly, 132" SLV End	Electromagnetic System	\$ 713.00
490154		Control Box, UV4E Hoist 110VDC	Control Box & Pendant;	\$ 7,257.00
411084		Drum Assy, UV4E Hoist 110VAC	Motor & Grooved Roller	\$ 14,206.00
411111		Hoist Assembly w/ Pressure Roller	110V - DC Motor Hoist Assy	\$ 32,867.00
442164		Hook Assy, MDL 304 SST UV4E		\$ 1,008.00
442178		Hook Assy, MDL 316 SST UV4E		\$ 1,038.00
417534		Motor, UV4E Hoist 110VDC	Motor Only	\$ 5,965.00
912764		Pendant, Pushbutton 120/240VAC		\$ 366.00
442181		Pin, MDL Hinge 316SST		\$ 140.00
442123		Pin, Module Hook 304SST		\$ 127.50
422051		Rope Assy, MRM UV4LF		\$ 215.50
411240		Rope Assy, W/Stop MRM 190"LG		\$ 3,436.00
422030		Winch, Hand w/Brake 1000lbs		\$ 1,519.00
Wiper System				
907097		Adapter, 1/2 Tube X 1/4 NPT Male		\$ 19.40
445053		Adapter, Pressure Injector		\$ 20.40
		Seal Kit, Wiper w/TFE Bearing		\$ 286.00
	010081	Screw, #10-32X3/8 Hex 316 SST	Qty 1/kit - Part required must purchase 010081P; Fill Screw	n/a
	012013	Washer, #10 Flat Nylon	Qty 2/kit - Part required must purchase 012013P	n/a
445039	445025	Valve Assy, Relief Wiper UV4	Qty 1/kit	\$ 36.40
	445032	Bearing, Wiper Seal	Qty 4/kit - White	\$ 22.00
	445035	Retaining Ring, Wiper	Qty 4/kit	\$ 3.10
	445045	Seal, Wiper Gen 3T UV4	Qty 4/kit - Blue Teflon	\$ 44.00
012013P		Washer, #10 Flat Nylon	Pkg. of 10	\$ 1.02



GET GENUINE. It's the one & genuine Trojan part. It shouldn't be part of your Trojan system.

2015 AFTERMARKET PARTS PRICE LIST



Part Number	SubPart Number	Part Description	Notes	US List
010081P		Screw, #10-32X3/8 Hex 316 SST	Pkg. of 5	\$ 1.22
		Cylinder Replacement Kit, 316SST	Use with 24" lamps/sleeves	\$ 1,645.00
	013037	Clamp, Stepless Ear 1-43/64"	Qty 1/kit	\$ 3.35
	013038	Clamp, Stepless Ear 1-7/8"	Qty 1/kit	\$ 2.05
	442077	Boot, Rubber Cylinder	Qty 1/kit	\$ 9.45
	442644	Cylinder Assy, HYDR UV4E 316SS	Qty 1/kit	n/a
442045		Snap Ring, Cylinder Nut UV4000		\$ 13.30
445011		Collar, Wiper Machined 5.0 SP UV4000		\$ 678.00
445015		Collar, Wiper Machined 5.5 SP		\$ 693.00
907131		Connector, 1/4TBGX1/8NPTF BRS		\$ 4.35
907175		Connector, 5/8" Hose x 1/2" NPT		\$ 6.15
907100		Fitting, 1/2 Tube X 3/8 NPT Male		\$ 23.50
445060		Fitting, Pressure Injector		\$ 6.65
901742		Kit, Wiper Seal Replacement Tool	Includes PN 445024 & Instructions.	\$ 709.00
907096P		Nipple, Hex 1/4 NPT Brass	Pkg. of 10	\$ 43.90
445054		Pressure Injector, Acti-Clean Gel UV4/4+		\$ 136.50
445061		Tube, Pressure Injector		\$ 0.75
907133		Tubing, Nylon 1/4" x 0.18 Red	Min. Purchase - 12"	\$ 3.00
907132		Tubing, Nylon 1/4" x 0.18 BLUE	Min. Purchase - 12"	\$ 2.05
907134		Tubing, PUR 1/4" OD x 0.16 Clear	Min. Purchase - 12"	\$ 1.02
445033-050		Wiper Assy, UCUP Seal 5.0"	5.0" Lamp Spacing	\$ 1,057.00
445033-055		Wiper Assy, UCUP Seal 5.5	5.5" Lamp Spacing	\$ 1,070.00
Power Distribution Center (PDC)				
003005		Adhesive, Rubber & Gasket		\$ 17.35
903817		Board, UV4E CCB 16PT 24VAC	Communication Control Board, MFR# 972	\$ 2,786.00
912070		Board, UV4LF CCB W/Probe	Communication Board with Probe	\$ 6,202.00
431049		Ground Wire Kit, UV4E CCB	Install w/ 431048 (Module)	\$ 72.50
912362		IC, RS485 Transceiver	Transceiver Chip (Comm.)	\$ 20.40
912519		IC, Isolated RS485/422 Maxim		\$ 60.25
903326		Module, Digital In 24V/5V Logic		\$ 42.00
903327		Module, Digital Out 120V/5V Logic		\$ 37.80
002104		Rubber, Sponge 17.5" x 1/4		\$ 11.25
Hydraulic System Center (HSC)				
907384		Filter Element, 10Micron ABS Synth	Replaces PN 444413; Compact	\$ 41.00
444259		Filter Unit, Monarch Pump UV4E	25 Micron	\$ 1,245.00
907317-004P		Fitting, Tube Insert 1/4"	Pkg. of 10	\$ 3.85
907158		Gauge, Pressure 0-600 PSI	Hydraulic	\$ 56.25



GET GENUINE. It's the only genuine Trojan part. It shouldn't be part of your Trojan system.

2015 AFTERMARKET PARTS PRICE LIST



Part Number	SubPart Number	Part Description	Notes	US List
431018		Gauge, Pressure 0-60PSI/0-400KPA	Coolant	\$ 60.25
907334		Hose Assy, 3/8 X 06SAE X 80"LG		\$ 68.50
002120		Hose, 1.25 ID SBR Wire Reinf		\$ 23.50
907106		Hose, Assy 1/2NPTM X 3/8NPTM		\$ 42.90
444954		Hydr Kit, UVAE HSC Retrofit	For Pumps shipped after June 2, 2002	\$ 1,219.00
912908-203		Cordset, DIN 43650A SOL 3MPUR	Replaces PN912282; Wiper Solenoid to Comm Brd.	\$ 38.80
444295		Oil, Hydraulic Low Viscosity	20L Pail	\$ 215.00
901253		Propylene Glycol, Coolant	Min Order = 20L Pail	\$ 265.00
444283		Pump, Cool 2HP/460V/3PH 60Hz	2-6 Lamp System; Shipped after June 1997	\$ 1,573.00
444289		Pump, Cool 3HP/460V/3PH 60Hz	8-10 Lamp System; Shipped after June 1997	\$ 2,214.00
444288		Pump, Cool 2HP/415V/50Hz/3PH	2-6 Lamp System	\$ 1,228.00
444290		Pump, Cool 3HP/415V/50Hz/3PH	8-12 Lamp System;	\$ 2,050.00
444881		Pump, Hydraulic 1.5HP/110/230V 60Hz	8-10 Lamp System; shipped after June, 1997	\$ 1,419.00
444883		Pump, Hydraulic 1HP/115/230V 60Hz	2-6 Lamp System; Shipped after June, 1997	\$ 4,329.00
002070		Strain Rlf, Liq Tight 1/2" NY		\$ 4.70
444948-001		Switch, Cal Cool 10-Max	Coolant Switch Assy, Use w/MFR# 442644; Includes Transducer and Pressure switch (not sold separately)	\$ 1,037.00
444948-002		Switch, Cal Hyd 100-420	Hydraulic Switch Assy; Use w/MFR# 442427; Includes Transducer and Pressure switch (not sold separately)	\$ 1,303.00
444948-010		Switch, Cal Hydraulic 100 - 275	Hydraulic Switch Assy, Includes Transducer and Pressure switch (not sold separately)	\$ 1,256.00
907147		Valve, Check 1/2" NPTF PVC		\$ 34.70
907154		Valve, Check 1-1/4"NPT BRZ		\$ 51.00
System Control Center (SCC)				
903511		Board, Mon Lamp ELPD UV4M	MFR# 7010136	\$ 625.00
912162		Board, Type M1 Expansion		\$ 3,812.00
903326		Module, Digital In 24V/5V Logic		\$ 42.00
903327		Module, Digital Out 120V/5V Logic		\$ 37.80
Sensors				
912222		Board, 120VAC High Level Relay	Level Sensors	\$ 316.00
912331		Board, High Level Relay 240VAC		\$ 516.00
912179		Board, Low Level Relay 120VAC	Replaces PN 903237.	\$ 467.00
912330		Board, Low Level Relay 240VAC		\$ 516.00
903383		Electrode Level Sensor Electrode, 1/4"Diax5'		\$ 73.50
903957-010		Electrode Level Sensor w/Sheath 10'		\$ 218.50
903384		Electrode Level Sensor, 1/4"Diax6'		\$ 81.75



BEI TERMINAL. It's not a Genuine Trojan part. A shouldn't be part of your Trojan system.

2015 AFTERMARKET PARTS PRICE LIST



Part Number	SubPart Number	Part Description	Notes	US List
903382		Electrode, Level Sensor 1/4" Dia x 4"		\$ 64.50
903243		Level Sensor Kit, Low 230V		\$ 3,401.00
903543		Level Sensor, 120V 8" Electrode		\$ 1,502.00
903242		Level Sensor, 240V 6FT Electrode		\$ 1,324.00
415041-001		Probe Assembly, 93" Long		\$ 6,341.00
Miscellaneous				
906002		Face Shield, UV Protection		\$ 60.75
906031		Kit, Mercury Spill Cleanup		\$ 711.00
906015-400		Operator Kit, UV4000		\$ 1,139.00
441064		Package, Lamp/Sleeve Storage for UV4E	For 1 Lamp & 1 Sleeve;	\$ 6.65
002106		Pad, Rubber 3/4" T x 4" W 60DUR		\$ 2.55
901715		Plug, Solid Stem Winter	Winterization Components	\$ 33.70
490199-063		SHIM, TIE-DN BAR 1/16" UV4+		\$ 9.70
210009		Sponge, Black Neoprene 1/2"		\$ 5.40
901196		Strap Wrench	Tools	\$ 87.75
901281		Tool Kit, Lampholder Extraction		\$ 59.25
901216		Tool, Clamp Ear Type Oetiker		\$ 71.50
445024		Tool, Wiper Assembly		\$ 709.00
912632		XFMR, 250VA 480-24/120VAC 60HZ		\$ 406.00



GET GENUINE.

If it's not a Genuine Trojan part, it shouldn't be part of your Trojan system.

EXHIBIT E
Professional Services Agreement

DISPUTE RESOLUTION

1. Disputes.

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

2. Arbitration.

- 2.1 Rules. If the parties are unable to resolve the Dispute by negotiation within 30 days from the Dispute notice, and unless otherwise informal discussions are extended by the mutual agreement, the Dispute will be decided by binding arbitration in accordance with Construction Industry Rules of the AAA, as amended herein. Although the arbitration will be conducted in accordance with AAA Rules, it will not be administered by the AAA, but will be heard independently.
 - a. The parties will exercise best efforts to select an arbitrator within five business days after agreement for arbitration. If the parties have not agreed upon an arbitrator within this period, the parties will submit the selection of the arbitrator to one of the principals of the mediation firm of Scott & Skelly, LLC, who will then select the arbitrator. The parties will equally share the fees and costs incurred in the selection of the arbitrator.
 - b. The arbitrator selected must be an attorney with at least 15 years' experience with commercial construction legal matters in Maricopa County, Arizona, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least 10 years.
- 2.2 Discovery. The extent and the time set for discovery will be as determined by the arbitrator. Each Party must, however, within 10 days of selection of an arbitrator deliver to the other Party copies of all documents in the delivering party's possession that are relevant to the dispute.

- 2.3 Hearing. The arbitration hearing will be held within 90 days of the appointment of the arbitrator. The arbitration hearing, all proceedings, and all discovery will be conducted in Glendale, Arizona unless otherwise agreed by the parties or required as a result of witness location. Telephonic hearings and other reasonable arrangements may be used to minimize costs.
- 2.4 Award. At the arbitration hearing, each Party will submit its position to the arbitrator, evidence to support that position, and the exact award sought in this matter with specificity. The arbitrator must select the award sought by one of the parties as the final judgment and may not independently alter or modify the awards sought by the parties, fashion any remedy, or make any equitable order. The arbitrator has no authority to consider or award punitive damages.
- 2.5 Final Decision. The Arbitrator's decision should be rendered within 15 days after the arbitration hearing is concluded. This decision will be final and binding on the Parties.
- 2.6 Costs. The prevailing party may enter the arbitration in any court having jurisdiction in order to convert it to a judgment. The non-prevailing party will pay all of the prevailing party's arbitration costs and expenses, including reasonable attorney's fees and costs.

3. **Services to Continue Pending Dispute.** Unless otherwise agreed to in writing, Consultant must continue to perform and maintain progress of required Services during any Dispute resolution or arbitration proceedings, and City will continue to make payment to Consultant in accordance with this Agreement.

4. **Exceptions.**

- 4.1 Third Party Claims. City and Consultant are not required to arbitrate any third-party claim, cross-claim, counter claim, or other claim or defense of a third party who is not obligated by contract to arbitrate disputes with City and Consultant.
- 4.2 Liens. City or Consultant may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice, but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Arizona Law, including, without limitation, an action under A.R.S. § 33-420, without the necessity of initiating or exhausting the procedures of this Exhibit.
- 4.3 Governmental Actions. This Exhibit does not apply to, and must not be construed to require arbitration of, any claims, actions or other process filed or issued by City of Glendale Building Safety Department or any other agency of City acting in its governmental permitting or other regulatory capacity.