

CITY CLERK
ORIGINAL

SMALL PURCHASE CONTRACT BETWEEN

THE CITY OF GLENDALE, ARIZONA AND Borders and Beyond Landscaping, Inc

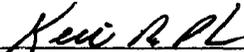
THIS SMALL PURCHASE CONTRACT (this "CONTRACT") is made this 5 day of FEBRUARY 2016 between the CITY OF GLENDALE, an Arizona municipal corporation (the "City") and Borders and Beyond Landscaping, Inc., (the "Contractor"). City and Contractor agree as follows:

1. Scope of Work. Contractor shall provide services as set forth in the invoice or work order ("Services"), attached as **Exhibit A** and incorporated herein by reference. **Any terms or conditions contained in such invoice are void where they conflict with this Contract.**
2. Compensation. City shall pay Contractor a maximum contract price of \$ 1059.80 for the Services as set forth in **Exhibit A** and incorporated herein by reference. This Contract may be modified only by a written amendment, addendum or change order signed by persons authorized to enter into contracts on behalf of City and Contractor. The original purchase price and any amendment, addendum or change order may not equal or exceed \$10,000.00 in the aggregate.
3. Term. This Contract shall be effective as of the date set forth above and shall remain in full force and effect until services are complete, or one year from the above date, whichever time is shorter.
4. Performance Warranty. Contractor warrants that the Services rendered will conform to the requirements of this Contract and to the highest professional standards in the field.
5. Insurance, Bond and Indemnification.
 - (a) Contractor certifies that it has adequate insurance (with a minimum coverage amount of \$1 Million per accident or occurrence) to cover any injury or damages that may arise out of its performance of this Contract. Contractor must provide proof of such insurance, including copies of insurance certificates, prior to commencing the performance of Services under this Agreement.
 - (b) Contractor also certifies that it has any license, performance bond or other bond required by State law or the City Code to ensure the work is performed in accordance with all applicable State and local rules and regulations, including, but not limited to, those provisions regulated by the Arizona Registrar of Contractors and the City Engineering and Building and Safety Department. Contractor must furnish Payment and Performance Bonds as required under A.R.S. § 34-608, if applicable.
 - (c) To the fullest extent permitted by law, the Contractor also agrees to indemnify, defend and hold harmless the City and each council member, officer, employee or agent thereof (herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or in connection with the work or services of the Contractor, its officers, employees, agents, or any tier of subcontractor in the performance of this Contract.
6. Applicable Law; Venue. This Contract shall be governed by the laws of the State of Arizona. Any lawsuit brought pertaining to this Contract may only be brought Maricopa County, Arizona.
7. Termination; Cancellation. This Contract has been entered into for the City's convenience and may be terminated at any time by the City without cause by providing the Contractor five (5) business days' written notice. Upon termination, Contractor shall be paid for all undisputed services performed prior to the termination date.

8. Conflict of Interest. This Contract is subject to A.R.S. § 38-511.
9. Independent Contractor. The Contractor acknowledges and agrees that it is providing the Services under this Contract as an independent contractor, not as an employee or agent of the City. Contractor, its employees and subcontractors are not entitled to workers' compensation benefits from the City.
10. Immigration Law Compliance. Consultant warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to its employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.
11. Non-Discrimination Policies. Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

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

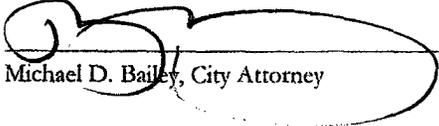
City of Glendale,
an Arizona municipal corporation


By: Kevin R. Phelps
Its: City Manager

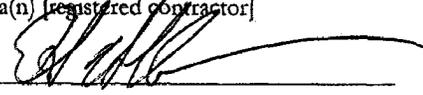
ATTEST:


Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:


Michael D. Bailey, City Attorney

Borders and Beyond Landscaping
a(n) [registered contractor]


By: Erik Hoffman
Its: Owner

Borders & Beyond Landscaping, Inc.

20783 N. 83rd Ave.
 Suite 103-300
 Peoria, AZ 85382

Estimate

Date	Estimate #
2/3/2016	4491

(602) 345-1615 bordersandbeyond@cox.net ROC162138

Name / Address
Ricardo Carlo 12641 N. 150th Lane Surprise, AZ 85379

Home Phone	Cell Phone	Project
	521-7417	

Description	Qty	Rate	Total		
6'x10' 3000 PSI Concrete Pad installed to plan, broom finish, no color \$1000 minimum order **all work completed day of start	1	1,000.00	1,000.00T		
X Approved by		Subtotal	\$1,000.00		
<table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td>Estimated Start Date</td> </tr> <tr> <td>2/15/2016</td> </tr> </table>		Estimated Start Date	2/15/2016	Sales Tax (5.98%)	\$59.80
Estimated Start Date					
2/15/2016					
		Total	\$1,059.80		

All material is guaranteed to be as specified. Any alteration from above specifications involving extra costs will become an extra charge over and above the estimate. All agreements contingent upon delays beyond our control. Plant material is guaranteed for 90 days. Sprinklers/irrigation systems are guaranteed for one year. Borders assumes no responsibility for improper maintenance, acts of nature, vandalism or damage caused by other contractors. Coupons only accepted at time of estimate. 50% due day of start, and balance is due day of completion. 1.5% Service Charge will be added per month on unpaid balance. Customer agrees to pay all fees for collecting delinquent accounts.

Signature _____ Date _____
 ACCEPTANCE OF PROPOSAL - The prices, specifications & conditions are satisfactory and are hereby accepted. You are authorized to do the work specified. Payment will be made as outlined above.