

CITY CLERK
ORIGINAL

C-10702
03/18/2016

SMALL PURCHASE CONTRACT BETWEEN
THE CITY OF GLENDALE, ARIZONA AND IRON AUTOMATION AND FABRICATION
LLC

THIS SMALL PURCHASE CONTRACT (this "CONTRACT") is made this 18 day of March 2016 between the CITY OF GLENDALE, an Arizona municipal corporation (the "City") and, Iron Automation And Fabrication LLC (the "Contractor"). City and Contractor agree as follows:

1. Scope of Work. Contractor shall provide services as set forth in the invoice or estimate ("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 \$ 1,638.00, plus applicable taxes 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 \$2,000. 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

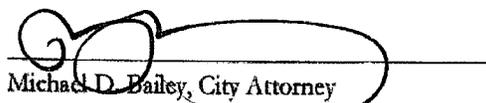


By: Kevin R. Phelps
Its: City Manager

ATTEST:


Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:


Michael D. Bailey, City Attorney

Iron Automation And Fabrication
a(n) LLC

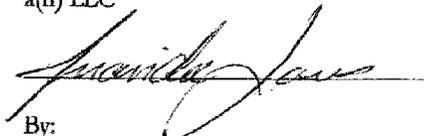

By:
Its: Owner

Exhibit A

Iron Automation And Fabrication LLC

PO Box 1005
Waddell, AZ 85355 US
(623) 692-2733
miranda@ironaf.com



ADDRESS
S021116-Carlo Kennel
City Of Glendale
6835 N 57th Drive
Glendale, Arizona 85301

SHIP TO
S021116-Carlo Kennel
Ricardo Carlo
12641 N. 150th Lane
Surprise, Arizona 85379

ESTIMATE 1212

DATE 02/11/2018

P.O. NUMBER
Carlo K-9 Kennel

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	MATERIAL Fabricate and install 5' W x 12' L x 5' H Kennel frame will be constructed of 1-1/2" sq. tube 11g Kennel will have 6ga galvanized Delmar mesh welded to the steel frame all sides and top. One gate fabricated with the same material that lock from either side. Gates will swing either direction and have spring loaded locks from either side. 4"sq x 3/16" plates will be welded to each vertical for anchoring Kennel will be elevated 1-1/2 for cleaning purposes Kennel will be fabricated to assemble and disassemble in the field with basic hand tools Kennel will be powder coated br23 brown Delivered and installed.	1,638.00	1,638.00

TOTAL \$1,638.00

Accepted By

Accepted Date

Exhibit A

CERTIFICATE OF LIABILITY INSURANCE

American Family Insurance Company
 American Family Mutual Insurance Company if selection box is not checked.
 6000 American Pkwy Madison, Wisconsin 53763-0001

Insured's Name and Address
 Iron Automation & Fabrication LLC
 PO Box 1005
 Waddell, AZ 85355

Agent's Name, Address and Phone Number (Ag./Dist.)
 Patrick M Brennan Agency, LLC
 12409 W Indian School Rd Ste A103
 Avondale, AZ 85392
 (623) 842-0387 (052/412)

This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder.
 This certificate does not amend, extend or alter the coverage afforded by the policies listed below.

COVERAGE
 This is to certify that 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, conditions, and conditions of such policies.

TYPE OF INSURANCE	POLICY NUMBER	POLICY DATE		LIMITS OF LIABILITY
		EFFECTIVE (Mo, Day, Yr)	EXPIRATION (Mo, Day, Yr)	
Homeowners/ Mobilehomeowners Liability				Bodily Injury and Property Damage Each Occurrence \$,000
Boatowners Liability				Bodily Injury and Property Damage Each Occurrence \$,000
Personal Umbrella Liability				Bodily Injury and Property Damage Each Occurrence \$,000
Farm/Ranch Liability				Farm Liability & Personal Liability Each Occurrence \$,000 Farm Employer's Liability Each Occurrence \$,000
Workers Compensation and Employers Liability †				Statutory Each Accident \$,000 Disability - Each Employee \$,000 Disability - Policy Limit \$,000
General Liability <input checked="" type="checkbox"/> Commercial General Liability (occurrence) <input type="checkbox"/> <input type="checkbox"/>	02-XD1710-01	02/03/2016	02/03/2017	General Aggregate \$ 4,000,000 Products - Completed Operations Aggregate \$ 4,000,000 Personal and Advertising Injury \$ 2,000,000 Each Occurrence \$ 2,000,000 Damage to Premises Rented to You \$ 100,000 Medical Expenses (Any One Person) \$ 10,000
Businessowners Liability				Each Occurrence \$,000 Aggregate \$,000
Liquor Liability				Common Cause Limit \$,000 Aggregate Limit \$,000
Automobile Liability <input checked="" type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Auto <input type="checkbox"/> Nonowned Autos <input type="checkbox"/>	02-XD1710-02	02/02/2016	02/02/2017	Bodily Injury - Each Person \$ 1,000,000 Bodily Injury - Each Accident \$ 1,000,000 Property Damage \$ 1,000,000 Bodily Injury and Property Damage Combined \$,000
Excess Liability <input checked="" type="checkbox"/> Commercial Blanket Excess <input type="checkbox"/>	02-XD1710-03	02/03/2016	02/03/2017	Each Occurrence/Aggregate \$ 1,000,000

Other (Miscellaneous Coverages):
 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / RESTRICTIONS / SPECIAL ITEMS
 †The individual or persons shown as insured elected to be covered under this policy. Have not
 ‡Products-Completed Operations aggregate is equal to each occurrence limit and is included in policy aggregate

CERTIFICATE HOLDER'S NAME AND ADDRESS
 City of Glendale
 12641 N 150th Lane
 Surprise, Arizona 85379

CANCELLATION
 Should any of the above described policies be cancelled before the expiration date thereof, the company will endeavor to mail _____ days written notice to the Certificate Holder in event, but failure to mail such notice shall impose no obligation of liability of any kind upon the company, its agents or representatives, 10 days unless different number of days shown.
 This certifies coverage on the date of issue only. The above described policies are subject to cancellation in conformity with their terms and by the laws of the state of issue.

DATE ISSUED: 02/12/2016
 AUTHORIZED REPRESENTATIVE: Jose Rivera