

CITY CLERK  
ORIGINAL

C-10677  
02/29/2016

SMALL PURCHASE CONTRACT BETWEEN

THE CITY OF GLENDALE, ARIZONA AND TOLIN MECHANICAL SYSTEMS COMPANY  
THIS SMALL PURCHASE CONTRACT (this "CONTRACT") is made this 29 day of February 2016 between the CITY OF GLENDALE, an Arizona municipal corporation (the "City") and Tolin Mechanical Systems Company, (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 \$ 5,840 for the Services as set forth in **Exhibit B** 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.

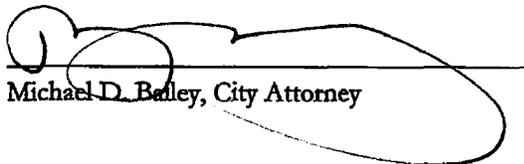
City of Glendale,  
an Arizona municipal corporation

  
By: Kevin R. Phelps  
Its: City Manager

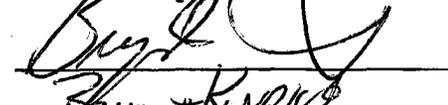
ATTEST:

  
Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:

  
Michael D. Bailey, City Attorney

Tolin Mechanical Systems Company  
a Delaware corporation

  
By: Bryan K. Kinnick  
Its: Vice President

## EXHIBIT A

### Small Purchase Contract

### Scope of Work

#### PROJECT DESCRIPTION:

Tolin Mechanical is pleased to provide the following proposal for the replacement of (2) Butterfly Valves at the filter deck #5 and #6.

#### OUR PROPOSAL INCLUDES THE FOLLOWING SCOPE OF WORK:

1. Achieve necessary security clearance, per customer's protocol.
2. Review project timeline and plans with customer.
3. Tolin to disconnect all existing electrical and actuator from existing valves
4. Tolin to provide a crane and trained rigging crew for the removal and inst. of the valves
5. Tolin to un-bolt and remove (2) 24" cast iron BF valves, salvage bolts
6. Tolin assumes bolts and nuts are in good condition for re-use
7. Tolin to install new BF valves (provided by customer) using existing bolts
8. Tolin to provide and install new gaskets
9. Tolin to reconnect electrical and actuator.
10. Tolin to start up and check for proper operation of the system.
11. Tolin 1 year labor warranty on all workmanship.
12. Tolin assumes new valves a direct replacement with no modifications required for piping, stem, actuator, etc.
13. Tolin assumes valves will be moved to work area, ready for a crane pick



Job Number

Registered Quotation Number

Presentation Date

Page Number

Jan 13, 2016

2 of 4

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**OUR PRICE FOR ABOVE SCOPE OF WORK .....\$ 5,840.00**

**CLARIFICATIONS:**

1. This proposal has accounted for the new Arizona Tax Law that has been in effect since January 1, 2015.
2. Tolin Mechanical Systems has calculated all labor and work to be done during normal business hours, Monday through Friday, 8-5pm.

**OUR PROPOSAL EXCLUDES THE FOLLOWING:**

1. Engineer stamp, approval or inspections
2. Permits, bonds and Inspection Fees
3. Premium or overtime labor
4. Lost labor hours if work area is not dry
5. Concrete coring, cutting, patching, painting
6. The scope of this proposal does not include the replacement or service of any other components of the mechanical system that are not specifically listed in this proposal