CITY CLERK
ORIGINAL

C-10896
05/26/2016

SMALL PURCHASE CONTRACT BETWEEN
THE CITY OF GLENDALE, ARIZONA AND Skyline Builders and Restoration Inc.

THIS SMALL PURCHASE CONTRACT (this "CONTRACT") is made this 26th day of May 2016 between the CITY OF GLENDALE, an Arizona municipal corporation (the "City") and Skyline Builders and Restoration 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 $ 3,104.88 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 Phelps
Its: City Manager

ATTEST:

Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

Skyline Builders and Restoration Inc.,
a Corporation

By: Sally Cohill
Its: C.E.O

SKYLINE
BUILDERS & RESTORATION, INC

2401 N. 24th Ave. * Phoenix, AZ 85009 * Office 602-404-0842 * Fax: 602-404-0843

Proposal No: 16-226 C 4-14 rev **Prepared By:** Omar Soto **Date:** 5/23/2016
Project Name: Civic Center Entrance Walk-Off Carpet & Door Threshold **Procurement:** Low Bid

Proposal To: City Of Glendale **Contact:** David Salcido Jr.
Address: **City:** **Zip Code:**
Email: Salcido Jr, David <DSalcido@GLENDALEAZ.COM> **O#:** **C#:** **F#:**

We propose to furnish the labor and material on the subject job per our Contract # site visit with and our qualifications. and site visit with David Salcido Jr. and our qualifications.

Scope of Work Exhibit A

Proivde and install new walk-off carpet carpet outside of Civic Center entrance.

Remove existing rubber walk off mat.

Prep existing concrete sub floor with floor patch as necessary.

Provide transitition strips between walk off carpet and existing ceramic tile.

This proposal does not include repair of ceramic existing damaged ceramic tile.

Provide and install three (3) new door thresholds from 1/8" aluminum. Remove existing threshold, float and level existing concrete below to create flat and even surface. Provide new door shoes.

Base Cost: $2,912.64
Tax: $192.23
Bond: N/A

We Propose *to furnish the materials and labor complete in accordance with the above* specifications, references, terms and exclusions for the sum of: **$3,104.88** Exhibit B

SPECIFICALLY EXCLUDES: Permits, Architectural and/or Engineered Drawings

City Of Glendale	Skyline Builders & Restoration
David Salcido Jr	Omar Soto
May 26th, 2016	May 23, 2016
Date	Date

This proposal is good for 30 days and can be withdrawn or modified if not accepted within that period. Any change or deviation to the above listed scope of work will nullify this proposal at the discretion of Skyline Builders. The acceptance of this proposal will become the binding contract as set forth, between Skyline Builders and the signatory. This proposal shall become part of any contract that shall be required by owner/contractor, and its terms and conditions will supersede any and all other conditions set forth in the owner/contractor agreement. ***DUE TO CONTINUED PRICE INCREASES AND AVAILABILITY OF MATERIALS, PRICE PROTECTION CANNOT BE GIVEN BEYOND THE STIPULATED 30 DAYS. AFTER 30 DAYS DOCUMENTATION WILL BE FURNISHED JUSTIFYING ANY INCREASE IN MATERIALS REQUIRED FOR THIS PROJECT.***

Licensed * Bonded * Insured
B- #107643 * B-01 #107623 * L-61 #072610 * C-34 #094077 * L-34 #090130