

**SMALL PURCHASE CONTRACT BETWEEN
THE CITY OF GLENDALE, ARIZONA AND BP LANDSCAPE LLC**

THIS SMALL PURCHASE CONTRACT (this "CONTRACT") is made this *10* day of *August* 2016 between the CITY OF GLENDALE, an Arizona municipal corporation (the "City") and BP Landscape LLC, (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 \$ 9,000 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



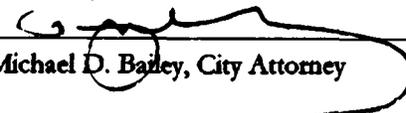
By: Craig Johnson, P.E.
Its: Director, Water Services

ATTEST:



Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:



Michael D. Bailey, City Attorney

BP Landscape LLC
an Arizona limited liability company



By: Luis Ochoa
Its: Owner

**Scope of Work for Bi-weekly Landscape Maintenance
Xeriscape Demonstration Garden at the Glendale Main Library
(5959 W. Brown St., Glendale AZ 85302)**

Contact: Joanne Toms, City of Glendale Environmental Program Manager,
jtoms@glendaleaz.com, 623.930.3596

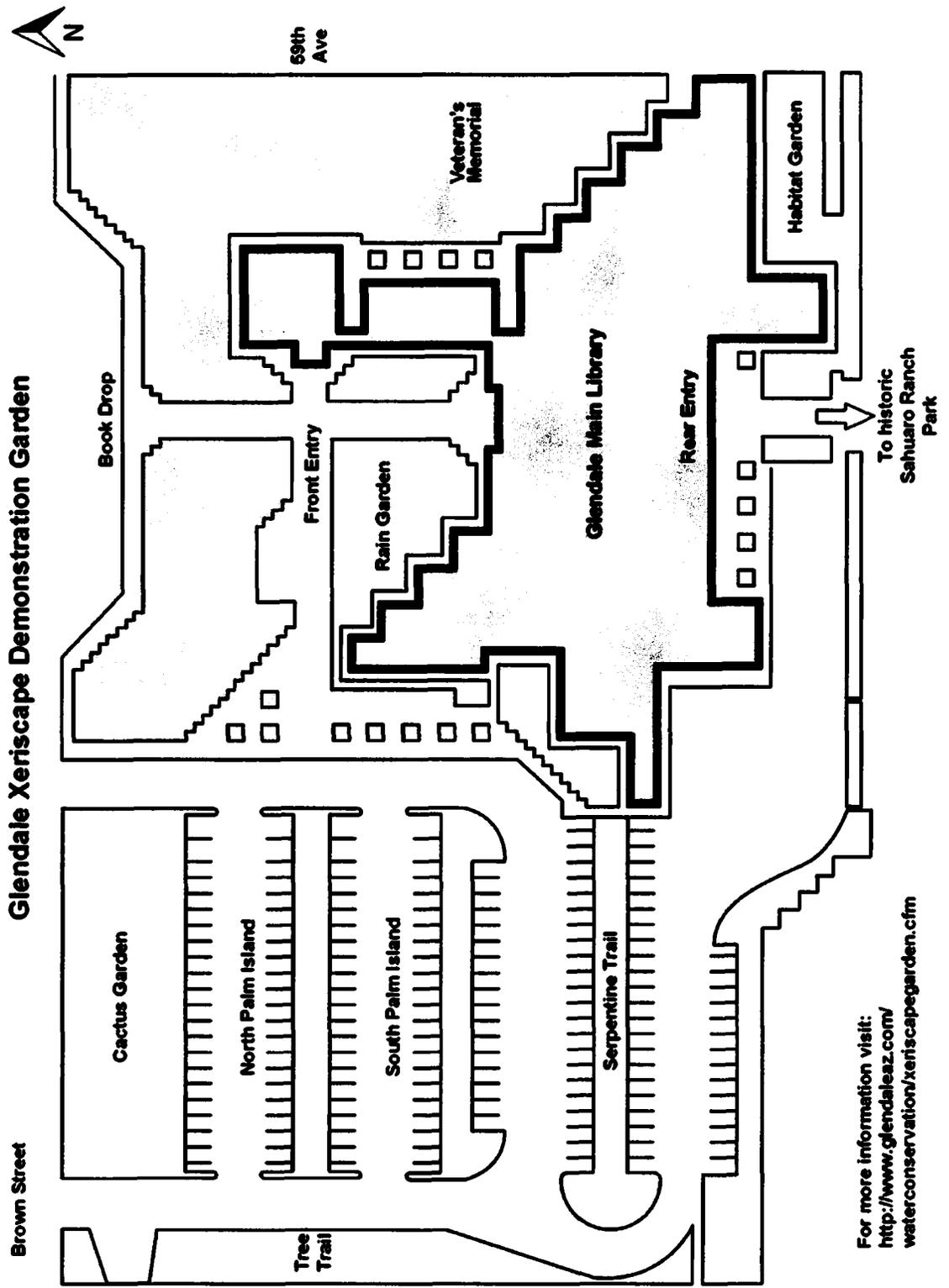
Background: The Glendale Xeriscape Demonstration Garden, established in 1993, is considered a community treasure by many residents. The Xeriscape Garden surrounds the popular Glendale Main Library (5959 W. Brown St., Glendale AZ 85302) as reflected on **Exhibit 1**. As a part of the City's water conservation program, the Xeriscape Garden provides visitors with examples of native and drought tolerant plants and sustainable landscape practices, such as efficient watering and proper pruning.

Request: Quotes are requested for regular landscape maintenance work to be performed at the Xeriscape Garden on a bi-weekly (i.e. every other week) basis in fiscal year 2017 (July 2016 – June 2017). The quotes shall include the following:

- Quotes are due on **Friday, July 1 by 5:00 p.m.** to Joanne Toms via email at jtoms@glendaleaz.com.
- Xeriscape Garden maintenance to be performed every other Friday when the Glendale Main Library is closed to the public (no more than 26 times per year).
- Hourly rate of three workers for four hours.
- Safety - comply with all city, state, federal laws and OSHA standards at all times.
- Perform removal and disposal of all debris from the Xeriscape Garden in compliance with Federal, State, County and City laws.
- Be solely responsible for any disposal fees (dumping charges) incurred.
- Designate a Crew Leader to be on site at all times.
- Furnish all labor, materials, equipment, tools, supplies, and transportation necessary to complete the work in accordance with the specifications.
- Basic duties include:
 - Weeding
 - Trimming shrubs and groundcover
 - Picking up trash and plant debris
 - Raking granite
 - Sweeping
 - Blowing as needed, but not allowed on High Pollution Advisory days
 - Applying post-emergent herbicide as needed, exercising the following guidelines:
 - Providing the product name, label, and Safety Data Sheet to City of Glendale Environmental Program Manager prior to application.
 - Following user application and requirements of the State of Arizona Office of Pest Management
- All shrubs must be pruned in accordance with guidelines outlined in the Arizona Landscape Contractors' Association's SLM Standards and the Maricopa County Extension Service's AZ1499 Pruning Shrubs in the Low and Mid-Elevation Deserts publications.
 - Use the natural growth of the shrub as a pruning guide

- **Use proper pruning tools that are clean and sharp**
- **No shearing of shrubs with power tools or hedgers**
- **Remove growth that interferes with pedestrian and vehicle movement**
- **Prune shrubs and groundcover after flowering is completed**
- **Avoid pruning Lantana and Bougainvillea shrubs until frost period has passed**

Exhibit 1 - Map of Glendale Main Library & Xeriscape Garden ~ 4 acres
 (Tan = Xeriscape Garden, Green = Grass, Gray = Library)



For more information visit:
<http://www.glendaleaz.com/waterconservation/xeriscapegarden.cfm>



TERMS OF PAYMENT:
DUE UPON COMPLETION

- NOTE: A service charge of 1.0% per month will be added to any unpaid balance exceeding 30 days. Purchaser agrees to pay any and all court costs and/or costs of third parties associated with the payment collection in the event that the payment terms of this agreement are not honored.

SPECIFICATIONS:

PLANTINGS: All plantings to be true to their size and type according to accepted nursery practice. Planting and care will be to industry Standards.

ROCK: All rock, including granite, will be installed in the size, density, and color indicated in the Proposal. which vary due to exposure and source.

IRRIGATION: All irrigation installation/repairs shall be conducted in a professional manner consistent with established practices in the industry and public codes.
All material will be of new quality unless otherwise specified.

UNDERGROUND EXCAVATION: BP Landscape LLC will abide by all blue stake ordinances in effect at the time of this agreement. It is the responsibility of the owner or agent to notify this contractor of any underground utilities or other obstructions in all areas where blue stake is not provided or for other utilities/obstructions not part of a blue stake service. Should damage occur as a result of failure to notify the contractor, the owner/agent agrees to pay for any and all damages.

WARRANTY FOR REPLACEMENTS / REPAIRS:

PLANTINGS: All plants will be replaced with the same species and size, should plant death occur within the time specified below, at no cost to the owner. Plant death must be associated with the contractor; specifically poor stock or improper installation. BP Landscape LLC. is not responsible for circumstances beyond its control, acts of God, vandalism, owner neglect, or non irrigated plantings, except cactus.

Replacement / Repair Period
30 DAYS FROM COMPLETION

IRRIGATION: Defects in workmanship will be repaired at no cost to the owner for the period indicated below. Corrective work must be consistent with the original request. Circumstances beyond the control of the contractor, acts of God, vandalism, and acts of third parties are not covered. Cost of such repairs is limited to the repair of the irrigation system only.

Replacement / Repair Period
30 DAYS FROM COMPLETION