

CITY CLERK ORIGINAL

C-9735
03/11/2015

SMALL PURCHASE CONTRACT BETWEEN THE CITY OF GLENDALE, ARIZONA AND FEMCON, INC.

THIS SMALL PURCHASE CONTRACT (this "CONTRACT") is made this 11 day of ~~February~~ ^{March}, 2015, between the CITY OF GLENDALE, an Arizona municipal corporation (the "City") and FEMCON, INC. an Arizona corporation, (the "Contractor"). City and Contractor agree as follows:

1. Scope of Work. Contractor shall provide services at the property located at 5320 W. Maryland, Avenue, Glendale, Arizona, as set forth in the Community Services Group Memorandum and Bid ("Services"), which are attached hereto as **Exhibit A** and incorporated 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 \$8,450 plus applicable sales tax for the Services, as provided in **Exhibit B**. 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 for projects that are equivalent in size, scope, quality and other relevant characteristics.
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 must not discriminate against any employee or applicant for employment on the basis 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.
12. HUD Requirements. The Contractor agrees to comply with the requirements of Section 3 of the Housing and Urban Development Act of 1968, as provided in Exhibit C to this Agreement.

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

FEMCON, INC.,

an Arizona corporation

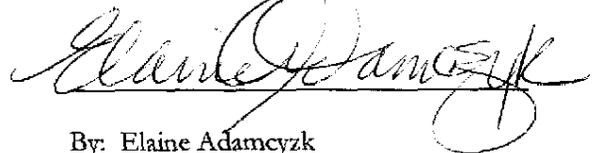


By: Doug Pajak

Its: General Manager

City of Glendale, Arizona

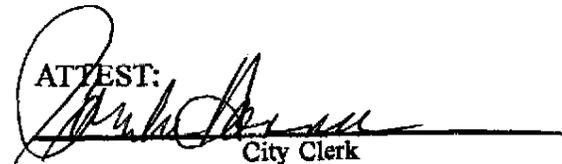
an Arizona municipal corporation



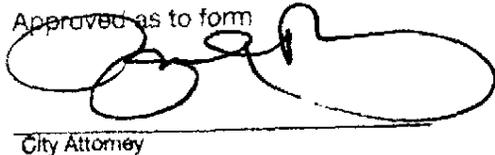
By: Elaine Adamczyk

Its: Community Housing Manager

ATTEST:


City Clerk

Approved as to form


City Attorney

Small Purchase Contracts

Effective: January 5, 2015

Purpose: This guideline sets forth the standards and expectations governing the City of Glendale (City) Small Purchase Contracts in accordance with Glendale City Code Section 2-146(f).

A. Small Purchase Contracts for less than \$10,000.00

1. In accordance with Section 2-146(f) of the Glendale City Code, the materials manager is prescribing \$10,000.00 as the amount that qualifies as a small purchase.
2. The procurement of goods and services generally requires a contract with the City of Glendale and that the contract be reviewed and concurred upon by both the City Manager and the City Attorney's Office. In order to streamline the procurement and contract review process, City Manager and City Attorney review will only be required for the procurement of goods and services in amounts equal to or greater than ten thousand dollars (\$10,000.00).
3. In accordance with Section 2-146(h) of the Glendale City Code, procurement of goods and services that qualify as a small purchase may be made using verbal or written quotations.
4. All departments should use the attached generic "Small Purchase Contract" form attached to this Policy when contracting for goods or services in an amount less than ten thousand dollars (\$10,000.00). The duration of all Small Purchase Contracts shall be one year or less.
5. A "Small Purchase Contract Checklist" must also be completed by department personnel, signed by the Department Head and be retained by the Department in its procurement files. Completion of the Checklist is required to ensure that the City's minimum contractual standards are met.
6. If the department uses this form without changes, no further review and concurrence of the City Attorney or City Manager will be required of the department. Expenditures of the amount contained in the "Small Purchase Contract" shall be authorized by Department Head or designee in accordance with Financial Administrative Policy # 2 – Standardized Expenditure and Signature Authority as revised on June 10, 2014.
7. If changes to the Small Purchase Contract are requested by the department or vendor, the City Attorney's Office must be consulted.
8. While departments may use this "Small Purchase Contract" for goods and services valued at less than ten thousand dollars (\$10,000.00), it is not permissible to use this process repeatedly with the same vendor or to procure the same services within a one year period. Small Purchase Contracts may only be used for isolated or infrequent purchases. In the event Small Purchase Contracts or subsequent amendments of any contract with the same vendor nears or exceeds \$10,000.00, the delegated authority of the Department Head is hereby revoked and the approval of the City Manager and City Attorney is thereafter required.

**CITY OF GLENDALE
SMALL PURCHASE CONTRACT CHECKLIST**

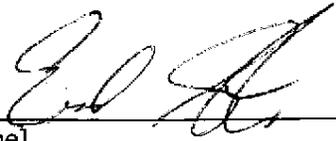
VENDOR

Name FEMCON INC. E-mail doug_femcon@msn.com
Address 1402 S 27th Ave Phone 602-415-1750
City, State, ZIP Code Phoenix, AZ 85009

Boxes checked below indicate affirmative response.

- Contract is for goods or services totaling less than \$10,000.
- Vendor is not providing other goods or services to City pursuant to other contracts.
- Vendor is authorized to transact business in Arizona in accordance with A.R.S. §10-1501.
- N/A Vendor has submitted applicable insurance policies indicating adequate coverage.
- N/A Any other relevant information is listed below:

I, Erik Strunk, being the legally delegated and responsible official of the City of Glendale certify that all information contained in this Checklist is true, accurate and complete to the best of my knowledge. I hereby authorize the expenditure of the amount contained in the Small Purchase Contract and execute this Checklist and the attached Contract accordingly.



[Name]

Director

[Title]

Community Services

[City of Glendale Department]

3/6/2015

[Date]

EXHIBIT A

Exhibit "A"



Community Services Group

Memorandum

DATE: 1-16-15

TO: Bob Peckinpugh, Charyn Palmisano and Jana Kelly

FROM: Fred Abraham

SUBJECT: Scope for additional concrete work at Cholla Vista Re: Capital funds for Xeriscape

1. Provide 4" thick concrete slabs on interior of courtyard adjacent to unit doors for the following units to the roof drip line:
9, 10, 11, 12, 13, 17, 18, 19, 20, 21, 22, 23, 27, 28, 29, 30, 31, 32, 33, 34, 1, 2, 3, & 4 - please include partial areas where the existing entry door slab does not butt up against the building. Also include to raise three existing cleanouts and provide a sleeve and cap to the existing cleanouts to finish flush with the concrete surface around cleanout and a line item price for any additional unknown cleanouts that may be found when preparing to form and grade area. All excess dirt from grading must be removed and disposed at contractors' expense.
2. Remove two existing scuppers. One is on the interior of courtyard. when that scupper is removed provide and install one 6" x 4' schedule 40 pipe cut at a 45 degree angle on each end and create a head wall of colored concrete and embed rip rap to match existing already in place and pour sidewalk over the top. The other is outside the courtyard to the south where the scupper will be removed and replace with a slab only and no pass through 6" pipe.
3. Provide a 4" x 4' x (approximately) 25' sidewalk from existing porch slab on east side of units 31 & 32 to existing walk. The walks will meander to avoid existing irrigation boxes to the existing walkway.
4. Provide a 4" x (approximately) 3' slab radius to existing sidewalk for ADA access at two locations. One on the S.E. walk into courtyard and the other on the N.W. walk into the courtyard. The radius will be on both sides of the existing walks.
5. Install a 4' x 8' x 3/8" diamond deck bridge scupper over newly poured 2' support slabs on S.E. end of parking lot within the existing sidewalk and remove another 4' x 8' monolithic pour of the walk to eliminate pre-existing cracked concrete. Parking lot asphalt will need to be saw cut a minimum of 4" from the sidewalk and patched back in after the concrete pour to match existing asphalt.
6. Install a 6' x 1' x 45' long curb with one opening in the center of 10" to allow water to drain into the gravel swale on the S.W. corner of the parking lot. The curb will contain # 3 rebar within the pour.

***NOTE:** Use MAG spec mix "B" concrete to a brush finish. The concrete is to have a radius edge with no borders. All walks in excess of 4' will have a cut joint placed every 4' and if beyond 25' a 1/2 inch fiber expansion joint shall be required.

EXHIBIT B

EXHIBIT B

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

Contract to be paid in full according to the City of Glendale, AZ. pay schedule and upon completion of all the work as defined in exhibit "A" including any change orders and final inspection and approval by the City of Glendale, AZ. representative for Community Housing.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed \$8450.00 plus sales tax.

DETAILED PROJECT COMPENSATION

The Contractor shall bill the City of Glendale directly for the work to be performed by the Contractor in full upon completion pursuant to the agreement. The Contractor shall be paid a sum of \$8450.00 plus sales tax.

From: Femco Inc. (Bidder)

To: CHOLLA VISTA CONCRETE (Owner)

Community Revitalization Division
5850 W. Glendale Ave. SUITE 107
Glendale, Arizona 85301

The undersigned has familiarized himself with the proposed rehabilitation work to be performed on the Owner's property, located at:

Address: 5320 W. MARYLAND AVE. as described in the Work Description, Specifications, Plans, General Conditions, and other pertinent documents. After examining existing conditions at the job site affecting the cost of work, the following bid is submitted.

TOTAL BASE \$ 8,450.00

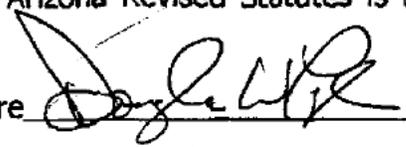
The undersigned agrees to commence work within **seven (7) days** after receipt of a written "Notice to Proceed" and to **complete the work within** 45 **days** thereafter, unless modified by change order.

In the event the undersigned is the successful bidder, he agrees to comply with all conditions and requirements of the bid and contract documents and, upon request, to submit additional information regarding his qualifications and financial ability to satisfactorily complete the work and to furnish, simultaneously with the execution of the contract, Certificates of Insurance showing coverage of the contractor and all subcontractors for the protection of the Owner and workers.

The bidder understands that a written "Acceptance of the Bid Proposal" will be issued followed by a "Notice of Contract Award" by the Owner, to be delivered to the successful bidder within **thirty (30) days** following contract award. If such notice is not received within the prescribed time period, the contractor has the option of withdrawing his bid.

The name, license number, and classification of the person in the Bidder's organization who is licensed as a Contractor pursuant to Chapter 10, Title 32 of the Arizona Revised Statutes is as follows:

Name Femco Inc. (602) 415-1750

Signature 

License No. [REDACTED]

Date 1-23-15

Classification B-1 GC

N.R. #REHC358(304) (6/02)

N:\GROUPS\REVITALZ\REHAB\CONSTRUC\FORMS\REHC358.DOC

EXHIBIT C

Section 3 Clause

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.



DISCLAIMER

The data supplied below is based on your specific request(s) and is correct to the best of our knowledge as of the date and time it was extracted from our data files. The information is provided without personal research or analysis. The data is subject to change on a daily basis. You may obtain additional public records related to any licensee, including dismissed complaints and nondisciplinary actions and orders, by contacting the ROC directly. If this information is required for legal purposes, you may request an affidavit or certified copies for a fee as specified in A.R.S. 32-1104A3. Please read our Standard Disclaimer at www.azroc.gov/Legal/Disclaimer.html

Please note: The company or individuals listed on this license may hold other Arizona contracting licenses. To view information, status and complaint history for the past two years on other licenses held, go to the License Inquiry page and do a "Company Name and Personnel" search by entering the name of the company or individuals listed on the license.

Details for License Number 107322 (Thursday, February 5, 2015 11:35:04 AM)

Contractor		License	
Name/ Address/ Phone	Status/ Action	Class Type Entity	Issued/Renewal
Femcon Inc 1402 S 27th Ave Phoenix, AZ 85009-6423 Phone: (602) 752-3022	CURRENT <i>cell # 602-903-1073</i>	B-1 COMMERCIAL CORPORATION <i>Doug Pajak - General Mgr</i>	First Issued: 05/17/1995 Renewed Thru: 04/30/2015

License Class & Description **B-1 GENERAL COMMERCIAL CONTRACTOR**

Comments

•[SUSP 1/3/08 - 2/5/08 LACK OF BOND]

Qualifying Party and Personnel

The Qualifying Party listed below is associated with this license. All other persons named, if any, are associated with the company. They are not all necessarily associated with this license.

Name Douglas Walter Pajak	Position QP/EMPLOYEE	Qual. Date 05/17/1995	Name Marlene Barbara Kantra	Position OFFICER
Name Daniel Walter Pajak	Position OFFICER			

Complaint Information

Complaints against this contractor are listed below. Complaints that were cancelled, resolved or settled without a corrective work order or dismissed are not included. Contact the Registrar of Contractors at 602-542-1525 or toll-free statewide at 1-877-MY AZROC (1-877-692-9762) to identify the ROC office location you need to visit to view complete complaint documentation.

Open: 0	This is the number of complaints against this contractor that are currently open except those in which an agency inspection has not occurred or a violation was not found. Upon adjudication some complaints are found to be without merit and are dismissed.					
Closed Cases						
Disciplined: 0	This is the number of complaints that resulted in discipline against this contractor.					
Resolved/Settled/Withdrawn: 0	This is the number of complaints closed against this contractor that were resolved or settled by the contractor or withdrawn by the complainant after issuance of a corrective work order or formal citation.					
Denied Access: 0	This is the number of complaints against this contractor that were closed without corrective work being performed because the contractor was denied access by the complainant.					
Bankruptcy: 0	This is the number of complaints against this contractor that were closed because the contractor is in bankruptcy.					
Bond [1] Information						
Number	Effective	Amount	Paid	Available	Company	Notes
58622825	10/29/2004	\$10,000.00	\$0.00	\$10,000.00	WESTERN SURETY COMPANY	
Bond [2] Information						
Number	Effective	Cancelled	Amount	Paid	Available	Company
513815C	03/02/1999	03/30/2005	\$10,000.00	\$0.00	\$10,000.00	DEVELOPERS SURETY & INDEMNITY
Bond [3] Information						
Number	Effective	Cancelled	Amount	Paid	Available	Company
NGF 79318	02/23/1996	03/14/1999	\$10,000.00	\$0.00	\$10,000.00	FRONTIER INSURANCE COMPANY



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/20/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME: Rich Winters	
Merit Insurance Advisors LLC		PHONE (A/C, No, Ext): (480) 626-3683	FAX (A/C, No): (480) 659-2974
4140 E. Baseline Rd #101		E-MAIL ADDRESS: rich@azmerit.com	
Mesa AZ 85206		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Liberty Mutual	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 31914 **REVISION NUMBER:** 1

THIS IS TO CERTIFY THAT THE 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, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	X	BKS55982790	3/3/14	3/3/15	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 15,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ 1,000,000
A	AUTOMOBILE LIABILITY	X	X	BAS55982790	3/3/14	3/3/15	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS						BODILY INJURY (Per person) \$ 1,000,000
	<input type="checkbox"/> HIRED AUTOS						BODILY INJURY (Per accident) \$ 1,000,000
	<input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$ 1,000,000
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate holder has been added as additional insured.
Any and all jobs

CERTIFICATE HOLDER	CANCELLATION
Glendale Housing Department	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
ATTN: Fred Abraham	AUTHORIZED REPRESENTATIVE
	<i>Rich Winters</i>