

SMALL PURCHASE CONTRACT BETWEEN
THE CITY OF GLENDALE, ARIZONA AND STILLWATER LANDSCAPE MANAGEMENT,
LLC

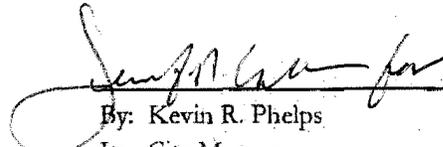
THIS SMALL PURCHASE CONTRACT (this "CONTRACT") is made this 14 day of June 2016 between the CITY OF GLENDALE, an Arizona municipal corporation (the "City") and Stillwater Landscape Management, LLC., (the "Contractor"). City and Contractor agree as follows:

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 \$ 2,186 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.

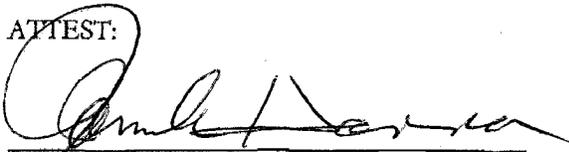
8. Conflict of Interest. This Contract is subject to A.R.S. § 38-511.
9. Independent Contractor. The Contractor acknowledges and agrees that it is providing the Services under this Contract as an independent contractor, not as an employee or agent of the City. Contractor, its employees and subcontractors 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.

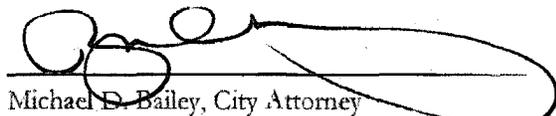
City of Glendale,
an Arizona municipal corporation


By: Kevin R. Phelps
Its: City Manager

ATTEST:


Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:


Michael D. Bailey, City Attorney

Stillwater Landscape Management, LLC.
an Arizona limited liability company


By: Maggie Silventes
Its: Office Manager

**Scope of Work – Palm Pruning
Glendale Main Library/ Xeriscape Demonstration Garden
(5959 W. Brown St., Glendale AZ 85302)**

- Quotes due on Friday, May 13 by 5:00 p.m. Contacts:
Anne Stahley, astahley@glendaleaz.com, 623.930.3550.
Joanne Toms, jtoms@glendaleaz.com, 623.930.3596.
- Prior to providing quote, meet with Glendale staff to look at project site, located at Glendale Main Library/Xeriscape Demonstration Garden (5959 W. Brown St.).
- Meet with Glendale staff to discuss timeline, contacts, and pruning details.
- Must submit Certificate of Insurance and TIN form before beginning installation.
- Safety and daily clean-up: comply with all city, state, federal laws and OSHA standards at all times.
- Designate a Project Manager or Foreman to be on site at all times.
- All palms must be pruned in accordance with guidelines outlined in the University of Arizona's publication, AZ1021, Arizona Landscape Palms, International Society of Arboriculture (ISA), and the National Arborist Association.
 - Do not prune fronds above 45 degrees from the apex (Figure 2).
 - No "pencil pointing" or "carrot topping" (Figure 1)
 - See figure below from the National Arborist Association.
 - Fronds removed should be severed at or as close to the petiole base without damaging live tissue.
 - Palm peeling (shaving/skinning) should consist of the removal of only the dead frond bases at the point they make contact with the trunk without damaging living trunk tissue.
 - Only skin California Fan Palms near library front entrance.
 - Remove yellow or brown, flower and/or fruit stalks on any Date Palms.
 - No nails or spikes should be used to climb palms. Contractor must access palms by safely using aerial lift equipment.
 - Dispose of all plant debris.
- See FIGURE, LIST, and MAP below for proper pruning, quantity and location of palms in scope of work on next page.
- Meet with Glendale staff for final walkthrough and approval of pruning work after completion of project.

Figures showing proper pruning of palms

Figure 1. from the International Society of Arboriculture

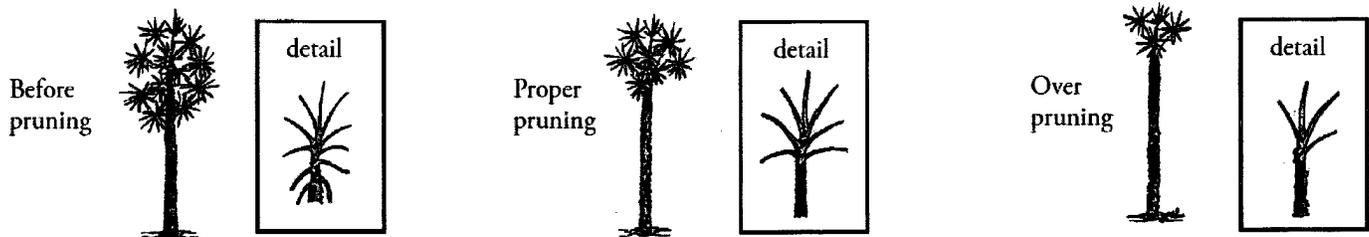
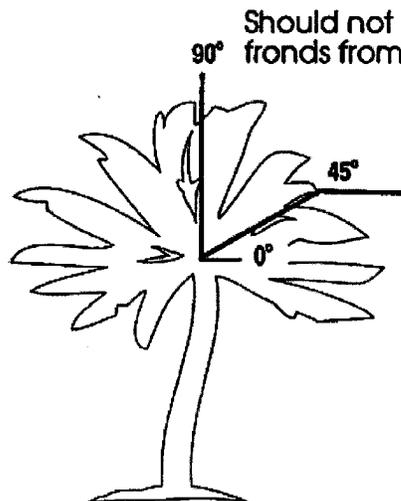


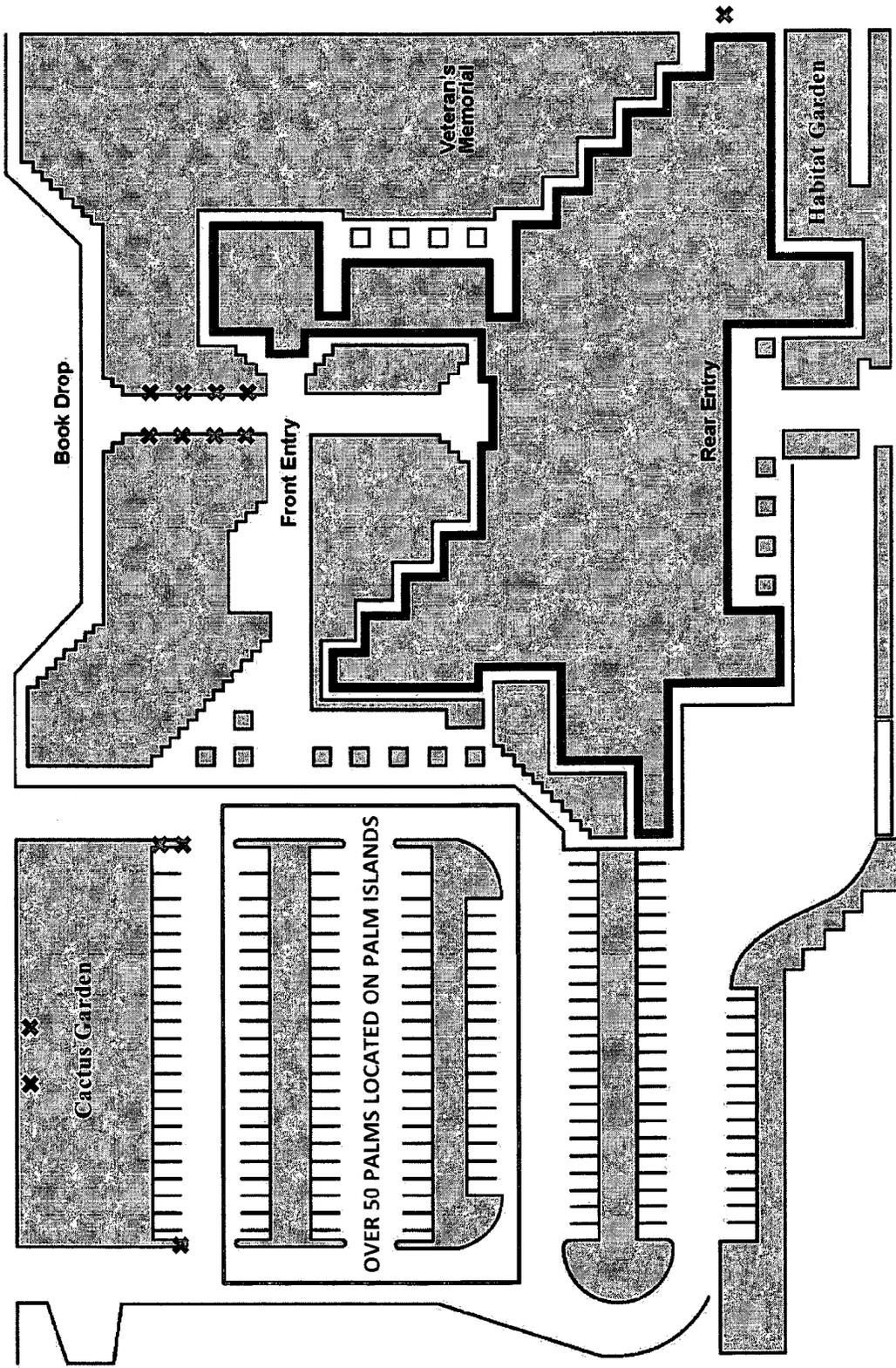
Figure 2. from the National Arbor Association



List of Palms at Glendale Xeriscape Demonstration Garden

QTY	DESCRIPTION OF WORK & PALM TYPE
32	Prune Mexican Blue Palms
10	Prune Mexican Fan Palms
8	Prune & Skin California Fan Palms near front library entrance
6	Prune Date Palms
3	Prune Pineapple Palms
1	Prune Date Palm located off 59 th Ave, east of Habitat Garden area
2	Prune Mexican Fan Palms in Cactus Garden area
7	Prune Mediterranean Fan Palms
69	Total palms

MAP of Glendale Xeriscape Demonstration Garden – showing location of palms ‘x’



TERMS OF PAYMENT:

- NET 10 DAYS

- 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.

(The finance charge is an annual percentage rate of 12%).