

SMALL PURCHASE CONTRACT BETWEEN

THE CITY OF GLENDALE, ARIZONA AND NORCON INDUSTRIES

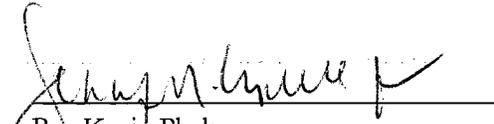
THIS SMALL PURCHASE CONTRACT (this "CONTRACT") is made this 29th day of April 2016 between the CITY OF GLENDALE, an Arizona municipal corporation (the "City") and Norcon Industries, (the "Contractor"). City and Contractor agree as follows:

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 \$ 4,961.08 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.

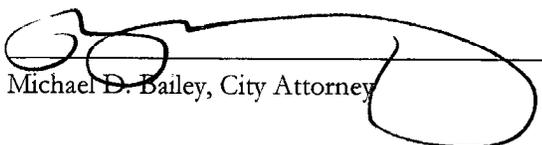
City of Glendale,
an Arizona municipal corporation


By: Kevin Phelps
Its: City Manager

ATTEST:


Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:


Michael D. Bailey, City Attorney

Norcon Industries Inc.,
a Corporation



By: Ned Norris
Its: President

Exhibit A & B



April 25, 2016

Mr. David Salcido Jr.
 GLENDALE CIVIC CENTER
 5750 West Glenn Drive
 Glendale, AZ 85301
 (623)930-4312
 FAX: (623)930-4319

Project: CROWNE BALLROOM WALL "C"
 Subject: Modernfold Operable Wall Service & Repairs

Per your request, NORCON Industries, Inc., would like to furnish our proposal regarding the above reference project as follows:

ACOUSTI-SEAL 931 – as manufactured by Modernfold, Inc., of Dyersville, Iowa as distributed by NORCON of Guadalupe, AZ.

WALL "C"

- Provide labor, equipment & materials to service one (1) ea. single panels, A/S931 with dimension as follows: 44'- 0" x 16'- 0" "Wall "C"
- Replace all 22 trolleys with new #860 carriers.
- Panel No. 1 – Expander replace the two nose wheels at drop seal.
- Panel No. 3 – Replace two nose wheels dark bronze, replace the cable assembly, replace two handle position assemblies.
- Panel No. 4 – Replace the cable assembly, replace two nose wheels dark bronze.
- Panel No. 5 – Replace two handle position assemblies.
- Panel No. 6 – Replace the cable assembly.
- Panel No. 7 – Replace the jedco latches, replace cable assembly, replace both nose wheels dark bronze.
- Panel No. 8 – Provide new M2 Drop Canister 45.625" width dark bronze, new cable assembly, new pull handles, provide jedco latches, new take up springs, spring rods, handle position assemblies.
- Panel No. 9 - Provide new M2 Drop Canister 45.625" width dark bronze, new cable assembly, new pull handles, provide jedco latches, new take up springs, spring rods, handle position assemblies.

3412 E. CALLE CERRITOS	GUADALUPE, AZ 85283	PHONE: (480) 839-2254	FAX: (480) 839-2281
2840 W. RUTENRAFF RD., STE. 140P	TUCSON, AZ 85705	PHONE: (520) 328-5752	FAX: (520) 325-5753
1905 VILLA PARK LANE	HOLLADAY, UT 84121	PHONE: (801) 803-8766	FAX: (801) 894-1240
Send all Remittances & Secure Documents to: Norcon Industries, Inc. • P.O. Box 61998 • Phoenix, AZ 85063-1908			

Wall "C" Continued...

- Panel No. 10 - Reinstall M2 Drop Canister 45.75" width dark bronze that is found in the storage pocket of Wall "B", new cable assembly, new pull handles, provide jedco latches, new take up springs, spring rods, handle position assemblies.
- Pocket Door at storage location; replace the spring latch for proper closure of system.
- Adjust all panels for vertical alignment; lock off all trolley blocks.
- Clean & lubricate track system.
- Pricing is based upon use of P-Card (Purchase Card) of either VISA or MasterCard with all taxes included.

SPECIAL NOTE:

Pricing is based upon use of man lift provided by Glendale Civic Center for installation of trolleys & servicing track system.

SERVICE & REPAIRS AS INDICATED FOR THE SUM OF \$4,961.08

Pricing is based upon acceptance within 30 days and service by summer of 2016. If there are any questions, please give us a call.

Respectfully,

NORCON INDUSTRIES, INC.



Peter Willman | Norcon Industries, Inc.

5412 E. Calle Cerritos, Guadalupe AZ 85283

Telephone: 602.320.9134 | Fax: 480.994-3938

Email: petew@norconindustries.net | Web: www.norconindustries.net

EOE/ AA/ EMPLOYER

NORCON INDUSTRIES, INC.

ARIZONA | COLORADO | IDAHO | NEW MEXICO | TEXAS | UTAH | WYOMING

PLEASE SIGN & FAX BACK TO (480)994-3938 OR SCAN & EMAIL

ACCEPTED BY: Diane Williams DATE: 4-25-16

PURCHASE ORDER NO.: _____

5412 E. CALLE CERRITOS	GUADALUPE, AZ 85283	PHONE: (480) 839-1334	FAX: (480) 839-2281
2840 W. RUTHRAUFF RD, STE. 140P	TUCSON, AZ 85705	PHONE: (520) 325-5753	FAX: (520) 325-5753
1905 VILLA PARK LANE	HOLLADAY, UT 84121	PHONE: (801) 503-8766	FAX: (801) 384-1240
Send all Remittances & Secure Documents to: Norcon Industries, Inc. * P.O. Box 61988 * Phoenix, AZ 85082-1988			