SMALL PURCHASE CONTRACT BETWEEN
THE CITY OF GLENDALE, ARIZONA AND BWC Construction Inc. dba Woodruff Construction

THIS SMALL PURCHASE CONTRACT (this "CONTRACT") is made this 15 day of September 2016 between the CITY OF GLENDALE, an Arizona municipal corporation (the "City") and BWC Construction Inc. dba Woodruff Construction, (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 $ 4,973.83 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. No Boycott of Israel. The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.

12. 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: Erik Strunk
Its: Public Facilities, Special Events & Recreation Director

ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

BWC Const. Inc. dba Woodruff Const.
a(n) S- Corporation

By: Wade Woodruff
Its: Vice President

8/10/16

Exhibit "A"

Scope of Work

The location of work to be performed is 57th Ave. and Union Hills, "Foothills Park". The restroom facility is in need of paint removal from the exterior north wall. The buildings' exterior walls are to have an anti-graffiti sealer applied to the entire exterior of the facility.

The following is the indented outcome and procedures for the removal of paint and restoration of the exterior CMU wall(s) for the Foothills restroom facility.

- Remove the existing patch of paint that is located on the north side of the building. Use a chemical treatment (paint stripper) that will not have an adverse discoloration effect on the CMU.
- Apply paint remover treatment (paint stripper) to painted wall area and allow to dry for 24 hours.
- Power wash the treatment (paint stripper) and paint from the exterior wall. Assure no severe etching of the wall and or puncturing the wall occurs during the power wash procedure.
- Sandblast any remaining remnants of paint. Lightly sandblast to minimize any discoloration or etching the face of the CMU.
- Apply an anti-graffiti sealer to all exterior CMU walls.
- Clean and dispose all trash, debris created by the removal of paint and all sand waste created by the sandblasting process at the end of each work day.
- Intended outcome is to have paint removed, apply anti-graffiti sealer, while not cause an adverse discoloration to the CMU affected by the patch of paint. If discoloration occurs, sandblast the entire wall that was affected by the paint patch, to blend in the entire section of the wall.

EXHIBIT "B"

WOODRUFF CONSTRUCTION
9401 N. 7th Ave. Phoenix Az. 85021
2710 E. Lakin Dr. / Flagstaff, AZ 86004

REVISED PROPOSAL **8/15/2016**

To: City of Glendale
Attn: Cody White
Address:
Phone: 602-620-2026
Email: cwhite@glendaleaz.com

BWC Bid #: 16-296R
BWC Bid/Proj. Name: City Of Glendale Foothills Park Restroom Bldg. Paint Removal & Sealing
Site Address: 5752 W. Union Hills Glendale AZ
# of pages incl.: 1

We propose to furnish the following material, labor & equipment necessary to complete the following:

BASE BID #1:
Remove the paint on one section of wall on the restroom building and seal all CMU with an anti-graffiti sealer at foothills park per the scope below.

General Requirements: Supervision, Project Management, General Labiality Insurance, Daily & Final Clean-up.

Sandblasting: Apply a paint stripper to the existing block with paint and let it dry for 24 hrs. Once the paint stripper cures we will powerwash the block. Next we will sandblast the section of wall to remove paint. (The block may not match the existing 100% after the blasting.)

Paint: Powerwash the existing CMU block of the building. Apply a coat of the Sherwin Williams Anti-Graffiti coating to the CMU block of the building.

Base Bid Total: **$4,973.83**

Add Alternate #1:
Paint (5) doors and frames of the restroom building

General Requirements: Supervision, Project Management, General Labiality Insurance, Daily & Final Clean-up.

Paint: Paint (5) hollow metal doors and frames of the restroom building. ***(Please note we have excluded any bondo or repair work to the doors).***

Add Alt. #1 Total: **$1,255.14**

Bid Clarifications:
1) We have figured that we are able to use the owner electrical and water during construction.

Exclusions: Any bondo or repair work to the doors, Bond, Builders Risk, special inspections, permits, anything not listed above.

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ROC: B-096802 - B1-096809