

ORIGINAL

C-11421
12/12/2016

**SMALL PURCHASE CONTRACT BETWEEN
THE CITY OF GLENDALE, ARIZONA AND
BLACK EAGLE NURSERIES AND MAINTENANCE, INC.**

THIS SMALL PURCHASE CONTRACT (this "CONTRACT") is made this 12 day of December 2016 between the CITY OF GLENDALE, an Arizona municipal corporation (the "City") and Black Eagle Nurseries and Maintenance, Inc., (the "Contractor"). City and Contractor agree as follows:

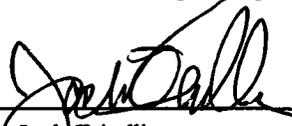
1. **Scope of Work.** Contractor shall provide services as set forth in the invoice or work order ("Services"), attached as **Exhibit A** and incorporated herein by reference. **Any terms or conditions contained in such invoice are void where they conflict with this Contract.**
2. **Compensation.** City shall pay Contractor a maximum contract price of \$ 5,000.00 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. Attestation of PCI Compliance. When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.
13. 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.

[Signatures on the following page.]

City of Glendale,
an Arizona municipal corporation



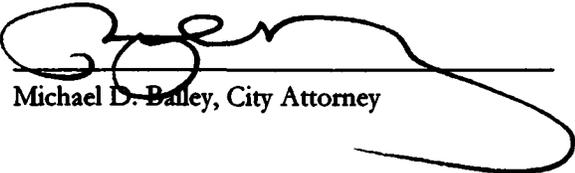
By: Jack Friedline
Its: Director

ATTEST:



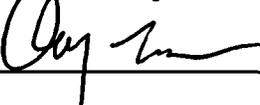
Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:



Michael D. Bailey, City Attorney

Black Eagle Nurseries and
Maintenance, Inc.
an Arizona corporation, ROC 169598



By: Clay Zorns
Its: Preservation Division Manager

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EXHIBIT A

Scope of Work

Black Eagle Nurseries and Maintenance, Inc. will provide native plant salvage in accordance with the attached proposal.

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EXHIBIT B

Compensation

The total amount of compensation paid to Black Eagle Nurseries and Maintenance, Inc. for full completion of all work required by the Project will not exceed \$5,000.000.



SAGUARO SALVAGE PROPOSAL
City of Glendale
City of Glendale Landfill – 115th Ave & Glendale Ave
Revised 11/10/2016

This bid is based on the field review of the existing Saguaros planted along Northern Ave. This bid is based on standard labor rates and plant salvage practices of Black Eagle Nurseries and Maintenance, Inc.

PHASE I. NATIVE PLANT SALVAGE

A. Bare root move one time (17) Saguaros to various locations within the City of Glendale Landfill property for \$15.00 per linear foot. See below for each Saguaro total footage and unit cost.

Tag #	Specie	Salvageability Comments	Saguaro Trunk Ht.	# Arms	LF Arms	Total Sag Height (Ft)	Price Per Foot	Total Price To Relocate
1	Saguaro		14	2	2	16	\$15.00	\$240.00
2	Saguaro		12	1	1	13	\$15.00	\$195.00
3	Saguaro		13	0	0	13	\$15.00	\$195.00
4	Saguaro	Red Tag	18	5	5	23	\$15.00	\$345.00
5	Saguaro	Red Tag	14	4	4	18	\$15.00	\$270.00
6	Saguaro		13	0	0	13	\$15.00	\$195.00
7	Saguaro		10	0	0	10	\$15.00	\$150.00
8	Saguaro	Red Tag	16	2	5	21	\$15.00	\$315.00
9	Saguaro		14	0	0	14	\$15.00	\$210.00
10	Saguaro	Red Tag	16	0	0	16	\$15.00	\$240.00
11	Saguaro	Red Tag	15	1	1	16	\$15.00	\$240.00
12	Saguaro	Red Tag	14	0	0	14	\$15.00	\$210.00
13	Saguaro		7.5	0	0	7.5	\$15.00	\$112.50
14	Saguaro	Blue Tag/Not Salvageable						\$0.00
15	Saguaro	Blue Tag/Not Salvageable						\$0.00
16	Saguaro		9	0	0	9	\$15.00	\$135.00
17	Saguaro	Blue Tag/Not Salvageable						\$0.00
18	Saguaro	Red Tag	17	0	0	17	\$15.00	\$255.00
19	Saguaro	Red Tag	20	1	4	24	\$15.00	\$360.00
20	Saguaro	Red Tag	17	8	24	41	\$15.00	\$615.00
Brace (9) Saguaros with 2 x 4's and cable for \$25.00 each. (Tag #'s 1, 4, 5, 8, 10, 11, 18, 19 & 20)								\$225.00
Total Salvage Cost								\$4,507.50

Guarantee:
 Black Eagle Nurseries guarantees (90%) of the Saguaros to survive for one year after moving to their new location.