



LINKING AGREEMENT FOR COOPERATIVE PURCHASE

CONTINENTAL FLOORING COMPANY

COMMERCIAL FLOORING PRODUCTS & SERVICES

PROJECT NO. 2023-05 TOWN HALL OPTIMIZATION PHASE II

This Linking Agreement for Cooperative Purchase (“**Agreement**”) is made and entered into on this ____ day of _____, 2022 (the “**Effective Date**”) by and between the Town of Paradise Valley, an Arizona municipal corporation (“**Town**”), and Continental Flooring Company, an Arizona Corporation authorized to do business in Arizona (“**Contractor**”), whose principal place of business is located at: 9319 N 94th Way, Suite 1000, Scottsdale, Arizona 85258 (each individually a “**Party**,” or together the “**Parties**”).

RECITALS

A. On April 1, 2019, after a competitive procurement process, the Arizona Department of Administration entered into the State Procurement Office Contract No. CTR043427, with Contractor (“**Base Agreement**”), to purchase goods and services as described therein. A copy of the Base Agreement is attached hereto as **Exhibit A** and the terms of the Base Agreement are incorporated herein by reference, to the extent not inconsistent with this Agreement. The Base Agreement permits its cooperative use by other governmental agencies including the Town.

B. Pursuant to A.R.S. §§ 41-2631 *et seq.* and Town of Paradise Valley Resolution Nos. 1205 and 1207, the Town has the authority to utilize cooperative purchasing contracts and engage contractors under the terms thereof.

C. Town desires to contract with Contractor for supplies or services identical or nearly identical to the supplies or services Contractor is providing other units of government under the Base Agreement, and Contractor desires to enter into this Agreement to provide such supplies and services as set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, Contractor and Town, in consideration of the foregoing Introduction and Recitals, which are incorporated herein by reference, and for the consideration hereinafter set forth, promise, covenant, and agree as follows:

1. Scope of Work; Terms, Conditions, and Specifications.

- 1.1. Contractor shall provide Town the supplies and/or services, generally described as Commercial Flooring Products & Service, and more particularly identified in the proposal (“**Scope of Work**”) attached hereto as **Exhibit B** and incorporated herein by this reference.

- 1.2. Contractor agrees to comply with all the terms, conditions, and specifications of the Base Agreement. Such terms, conditions, and specifications are specifically incorporated into and are an enforceable part of this Agreement, except to the extent superseded herein or otherwise provided in **Exhibit C**. As used in this Agreement, all references to the State Procurement Office “State” in the Base Agreement shall mean the Town of Paradise Valley, Arizona.
- 1.3. Contractor shall comply with all Town’s specific requirements and/or options, as specified in **Exhibit C** attached hereto and incorporated herein by reference. **To the extent there is any conflict between Exhibit B or C and the Base Agreement, Exhibits B and C take precedence.**
- 1.4. Contractor acknowledges and agrees that work order(s) containing unauthorized exceptions, conditions, limitations, or provisions in conflict with the terms of this Agreement (collectively, the “Unauthorized Conditions”), other than Town’s project-specific requirements, are hereby expressly declared void and shall be of no force and effect. Acceptance by Town of any work order or invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement or in the Base Agreement shall not alter such terms and conditions or relieve Contractor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement. If this Agreement is renewed pursuant to Subsection 3 and such renewal includes any Unauthorized Conditions, other than price, those terms will be null and void.
2. Payment. Payment to Contractor for the services, materials, or equipment provided shall be made in accordance with the price list and terms set forth in **Exhibit B**. The total compensation for the supplies or services purchased under this Agreement shall not exceed \$65,000.00.
3. Contract Term and Renewal.
 - 3.1. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until project completion or March 31, 2023, whichever comes first, unless terminated, cancelled, or extended as otherwise provided in this Agreement.
4. Certificates of Insurance. All insurance provisions of the Base Agreement shall apply, including without limitation, the requirement to name Town, its agents, representatives, officials, volunteers, officers, elected officials, and employees as additional insured. Prior to commencing work under this Agreement, Contractor shall furnish Town with Certificate(s) of Insurance and formal endorsements issued by Contractor’s insurer(s) as evidence that policies providing the required coverages, conditions, and limits required by this Agreement are in full force and effect.
5. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.
6. Boycott of Israel Prohibited. To the extent Title 35 is applicable to the Contract, the Contractor warrants that it is not and will not participate in prohibited activity in contravention of A.R.S. § 35-393.01.
7. Cancellation for Conflict of Interest. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

IN WITNESS WHEREOF, the Parties have hereunto subscribed their names.

TOWN OF PARADISE VALLEY,
an Arizona municipal corporation:

By: _____
Jill Keimach, Town Manager

CONTINENTAL FLOORING COMPANY
a(n) Arizona corporation:

By: _____

Name: _____

Title: _____

ATTEST:

Duncan Miller, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney

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FOR COOPERATIVE PURCHASE**

CONTINENTAL FLOORING COMPANY
COMMERCIAL FLOORING PRODUCTS & SERVICES

**EXHIBIT A
COOPERATIVE PURCHASING AGREEMENT**

(See attached: Commercial Flooring Products & Services, CTR043427., April 1, 2019)

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CONTINENTAL FLOORING
COMMERCIAL FLOORING PRODUCTS & SERVICES

EXHIBIT B
SCOPE OF WORK AND PRICING



9319 N. 94th Way • Suite 1000 • Scottsdale, AZ 85258
Phone (480) 949-8509 • Toll Free (800) 825-1221
FAX (480) 945-2603
Website www.continentalflooring.com

May 18, 2022

John Fraley
Town of Paradise Valley
6401 E Lincoln Drive
Paradise Valley, AZ 85253

***** UPDATED DATE COPY *****

RE: Town of Paradise Valley; Council Meeting Area and Offices
See drawing for details
Arizona State Flooring Contract No. CTR043427, Maricopa County, Region 4
Quote Valid for 60 days

Dear John:

In response to your request for quotation, Continental Flooring Company offers the following proposal for your consideration under Arizona State Flooring Contract No. CTR043427, awarded 4/1/2019:

Description	Qty	Price	Extended
Furnish & Install Shaw Unearthed Collection or Equivalent Style: Agate, Color: Zircon 14740	950 SY	\$48.95 SY	\$46,502.50
Furnish 4" Rubber Cove Base, Color: Grey (to be confirmed)	1560 LF	\$0.80 LF	\$1,248.00
Install 4" Cove Base	1560 LF	\$0.80 LF	\$1,248.00
Furnish Transitions Strips	12 LF	\$2.00 LF	\$24.00
Install Vinyl Binder Bar	12 LF	\$1.50 LF	\$18.00
Modular Furniture Lifting	170 SY	\$7.75 SY	\$1,317.50
Office Furniture Moving	500 SY	\$4.00 SY	\$2,000.00
Remove Existing Glue Down Carpet	8550 SF	\$0.30 SF	\$2,565.00
Scrape Away Existing Adhesive	8550 SF	\$0.20 SF	\$1,710.00
Floor preparation as required by manufacturer guidelines	8550 SF	\$0.30 SF	\$2,565.00
Project Total			\$59,198.00

The above quotation is in compliance with the new TPT Tax regulations and no additional taxes will be charged

Prices listed in this quote are for the scope of work shown on the attached drawing and/or listed in the regarding line of this quote. Any changes you make to the project after the materials are ordered may require additional charges. If the changes you make are close to the start of or during the installation process there may also be a delay in the completion of the project as we wait for the materials for the change to arrive. Please review and consider carefully the quote and drawing is meeting the scope of work you have requested, we will be referencing these documents during the installation project. If it is not, please request a revised quote with an updated scope of work.

Prices listed in this quote include moving of standard furniture. Standard furniture moving includes moving of regular desks, chairs, 2 drawer file cabinets, half empty 4 drawer filing cabinets and empty bookcases. (Excludes modular furniture, fireproof file cabinets and safes)

Not included in moving of standard furniture is the moving of sensitive electronic equipment such as computers, telephones, copiers and such. You should have your IT department or facilities department coordinate the moving of all electronic items. A

guide sheet regarding what to do before installation begins is included with this quote and another copy will be sent to you once an installation date is set.

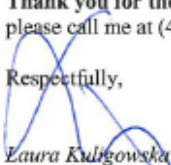
Prices listed in this quote include standard sub-floor preparation. Standard sub-floor preparation consists of a maximum of 25lbs of patch for every 300 square yards of material, except as otherwise noted. *Should any unforeseen sub-floor conditions exist additional charges will apply.*

Continental Flooring does not test for asbestos or lead paint nor do we provide asbestos or lead paint abatement. The Owner represents that they have taken all necessary steps to ensure that no asbestos or lead paint exists on this project. The Owner accepts all responsibility for the testing and removal of asbestos and lead paint and will hold Continental Flooring harmless relating to asbestos and lead paint. The owner will provide related certification to continental flooring if required.

Once your purchase order is delivered to Continental Flooring Company, materials for your installation will be ordered. Due to uncertainty around manufacturing & shipping commitments and in order to eliminate scheduling delays, Continental Flooring waits until all materials for your project have been received before scheduling your installation. *For that reason, precise installation dates will not be immediately available until materials have been received.* Contact Cathy Gordon at (480) 949-3509 ext. 289 anytime you may need an update on your installation timeline.

Thank you for the opportunity to quote to you on this project. Should you have any questions, or require additional information, please call me at (480) 949-8509 ext. 1285 or email me directly at laurak@continentalflooring.com.

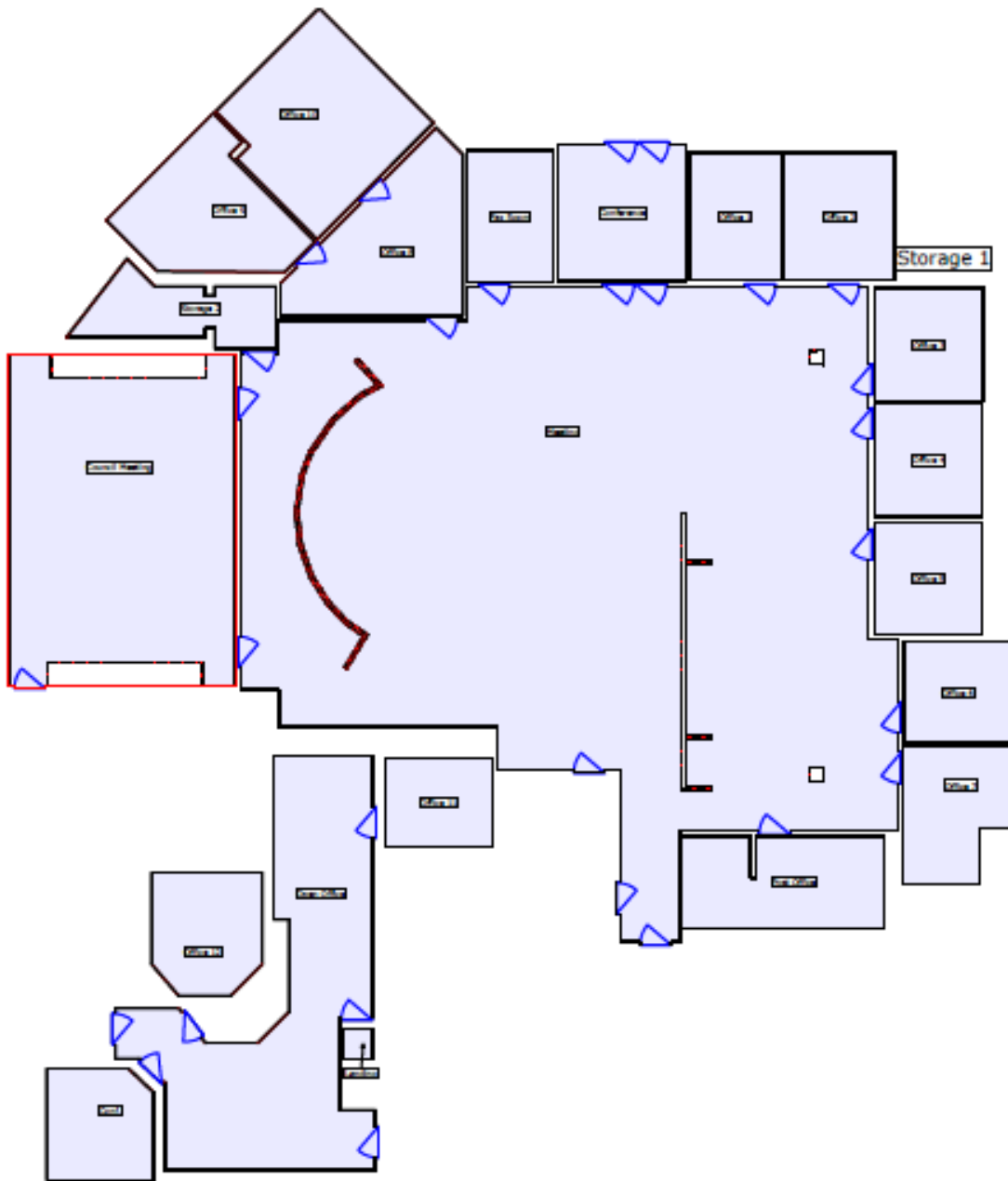
Respectfully,


Laura Kuligowska

Continental Flooring Company

We are proud to have served the public sector since 1979

Flooring Area: 8,550 SF



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EXHIBIT C
SPECIFIC REQUIREMENTS/OPTIONS OF TOWN

Notices: All notices required under the Linking Agreement shall be sent to:

Brent Skoglund, Public Works Director
Town of Paradise Valley
6401 E. Lincoln Drive
Paradise Valley, Arizona 85253

With mandatory copy to:

Town Attorney
Town of Paradise Valley
6401 E. Lincoln Drive
Paradise Valley, Arizona 85253