



**LINKING AGREEMENT
FOR COOPERATIVE PURCHASE**

SOUTHWEST ENVIRONMENTAL, INC.
ON-CALL MANHOLE REHABILITATION
PROJECT NO. 2019-05

This Linking Agreement for Cooperative Purchase (hereinafter "**Linking Agreement**") is made and entered into on this ____ day of _____, 2020 ("Effective Date") by and between the Town of Paradise Valley, an Arizona municipal corporation (hereinafter designated as the "**Town**") and Southwest Environmental, Inc., a(n) Arizona corporation authorized to do business in Arizona (hereinafter designated as "**Contractor**"), whose principal place of business is located at: 9452 North 16th Avenue, Phoenix, Arizona 85021, (each individually a "Party," together "Parties").

RECITALS

A. On August 16, 2018, the City of Peoria entered into a contract with Contractor to purchase goods and services described in the contract for On-Call Manhole Rehabilitation pursuant to City of Peoria Solicitation No. P18-0071 ("**Cooperative Purchasing Agreement**"), which is attached hereto as **Exhibit A** and incorporated herein. The Cooperative Purchasing Agreement permits its cooperative use by other governmental agencies including the Town; and

B. Pursuant to A.R.S. § 41-2631 et seq. and Town of Paradise Valley Resolution Nos. 1205 and 1207, the Town has authority to utilize cooperative purchasing contracts of the Federal government and State of Arizona public agencies and public procurement units, including Mohave Educational Services Cooperative, Inc., and engage contractors under the terms thereof.

C. The 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 Cooperative Purchasing Agreement as the basis of this Linking Agreement, and Contractor desires to enter into this Linking Agreement to provide the supplies and services set forth in this Linking Agreement.

AGREEMENT

NOW, THEREFORE, Contractor and the Town, in consideration of the foregoing 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 three (3) manhole rehabilitations, and more particularly identified in the Contractor's Quote for Project

"Manhole Rehabilitation Three Manholes" dated May 25, 2021 ("**Scope of Work and Pricing**") 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 Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporated into and are an enforceable part of this Linking Agreement, except to the extent otherwise provided in Exhibit C. As used in this Linking Agreement, all references to the City of Peoria in the Cooperative Purchasing Agreement shall mean the Town of Paradise Valley, Arizona.
- 1.3. Contractor shall comply with all specific requirements and/or options of the Town, 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 Cooperative Purchasing Agreement, Exhibits B and C take precedence.**
2. Payment. Payment to the Contractor for the services, materials and/or equipment provided, shall be made in accordance with the price list and terms set forth in the Cooperative Purchasing Agreement. The total compensation for the supplies and/or services purchased under this Linking Agreement shall not exceed \$8,744.10, as provided in **Exhibit B**, plus an Owner's Contingency of \$3,000 for a total allowed expenditure under this Linking Agreement of \$11,744.20.
3. Contract Term and Renewal.
 - 3.1. According to the Cooperative Purchasing Agreement, purchases can be made from the effective date of the contract, which was August 16, 2018, until the date the contract expires on August 31, 2021, unless the term of the Cooperative Purchasing Agreement is extended by the original contracting parties.
 - 3.2. The term of this Linking Agreement shall commence upon the Effective Date set forth above and shall remain in full force and effect until all work identified in the Scope of Work is completed, unless terminated, cancelled or extended as otherwise provided in this Linking Agreement.
4. Certificates of Insurance. All insurance provisions of the Cooperative Purchasing Agreement shall apply, including without limitation, the requirement to name the Town as an additional insured. Prior to commencing work under this Linking Agreement, Contractor shall furnish the Town with Certificate(s) of Insurance and formal endorsements issued by the Contractor's insurer(s) as evidence that policies providing the required coverages, conditions and limits required by this Linking Agreement are in full force and effect.
5. Performance Bond. Contractor shall comply with Cooperative Purchasing Agreement, Special Terms and Conditions, Paragraph 30 including, but not limited to, furnishing performance security in the form of a performance bond, certified check or cashier's check payable to the Town of Paradise Valley in the amount of 100% of the total contract price.
6. Payment Bond. Contractor shall comply with Cooperative Purchasing Agreement, Special Terms and Conditions, Paragraph 31 including, but not limited to, furnishing non-revocable security for the protection of persons supplying labor and material to Contractor or any subcontractor, in the form of a payment bond, certified check or cashier's check.
7. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

8. 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.
9. Cancellation for Conflict of Interest. This Linking 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:

SOUTHWEST ENVIRONMENTAL, INC.:

By: _____
Jill Keimach
Town Manager

By: _____

Name: _____

Title: _____

ATTEST:

APPROVED AS TO FORM:

Duncan Miller
Town Clerk

Andrew J. McGuire
Town Attorney

**LINKING AGREEMENT
FOR COOPERATIVE PURCHASE**

SOUTHWEST ENVIRONMENTAL, INC.
MANHOLE REHABILITATION

**EXHIBIT A
COOPERATIVE PURCHASING AGREEMENT**

[See attached: City of Peoria contract, Manhole Rehabilitation pursuant to City of Peoria Solicitation No. P18-0071]

**LINKING AGREEMENT
FOR COOPERATIVE PURCHASE**

**SOUTHWEST ENVIRONMENTAL, INC.
MANHOLE REHABILITATION**

**EXHIBIT B
SCOPE OF WORK AND PRICING**

See attached: Quote for Project "Manhole Rehabilitation Three Manholes" dated May 25, 2021

**LINKING AGREEMENT
FOR COOPERATIVE PURCHASE**

SOUTHWEST ENVIRONMENTAL, INC.
MANHOLE REHABILITATION

EXHIBIT C
SPECIFIC REQUIREMENTS/OPTIONS OF TOWN

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

Paul Mood
Town Engineer
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

Construction Restrictions: Please confer with the Town of Paradise Valley Engineering Department for work hour, noise, and right-of-way restrictions.