

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
GALFAB, LLC**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this _____ day of _____, 20____, between the City of Glendale, an Arizona municipal corporation (the "City"), and Galfab, LLC, a Delaware limited liability company authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

RECITALS

- A. On February 1, 2017, under S.A.V.E Cooperative Purchasing Agreement, the City of Mesa entered into a contract with Wastebuilt, LLC to purchase the goods and services described in the Repair and Refurbish Metal Bins and Roll-Off Containers Contract No. 2017056 ("Cooperative Purchasing Agreement"), which is attached hereto as Exhibit A. The Cooperative Purchasing Agreement permits its cooperative use by other governmental agencies including the City.
- B. On September 22, 2017, the City of Mesa approved a contract Assignment with Galfab, LLC. Galfab had acquired Wastebuilt pursuant to an Asset Purchase Agreement dated September 8, 2017.
- C. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- D. Section 2-149 also provides that the Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- E. The City 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. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference, and the covenants and promises contained in this Linking Agreement, the parties agree as follows:

- 1. Term of Agreement. The City is purchasing supplies and/or services from Contractor pursuant to the Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement, the initial term was February 1, 2017, through January 31, 2020 with 2 potential one year renewal terms. After exercising its first renewal option on February 1,

2021, the City of Mesa amended the Cooperative Purchasing Agreement to extend the term through January 31, 2022. The term of this Agreement, then, is the period beginning on the Effective Date through January 31, 2022. There are no renewals or extensions available under this contract.

2. Scope of Work; Terms, Conditions, and Specifications.
 - A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as Exhibit B.
 - B. 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 Agreement.
3. Compensation.
 - A. City shall pay Contractor compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement, which is attached hereto as Exhibit C.
 - B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed three hundred thousand dollars (\$300,000) for term of this Agreement.
4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.
5. Non-discrimination. 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.
6. Insurance Certificate. A certificate of insurance applying to this Agreement must be provided to the City prior to the Effective Date.
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. No Boycott of Israel. To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.
9. 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.

10. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale
c/o Scott Givaudan
6210 W. Myrtle Avenue, Suite 111
Glendale, AZ 85301
And

Galfab, LLC
4020 S. 15th Avenue
Phoenix, AZ 85041

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth above.

"City"

City of Glendale, an Arizona
municipal corporation

By: _____

Kevin R. Phelps
City Manager

"Contractor"

Galfab, LLC,
a Delaware limited liability company

By: _____


Name: Chris Shaver
Title: Sales Manager

ATTEST:

Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

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**EXHIBIT A
CITY OF MESA CONTRACT NO. 2017056
REPAIR AND REFURBISH METAL BINS AND ROLL-OFF CONTAINERS**

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**EXHIBIT B
Scope of Work**

PROJECT

In accordance with the terms and conditions of this Linking Agreement and the City of Mesa Contract No. 2017056, the Contractor will provide all labor, supervision, tools, materials, equipment, supplies and transportation necessary to refurbish and/or repair all items noted in this solicitation.

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EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

The method and amount of compensation is in accordance with Section 3 of this agreement.

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project must not exceed \$300,000 for the term of the Agreement.

DETAILED PROJECT COMPENSATION

City shall pay contractor compensation in accordance with the rates as set forth in the City of Mesa Contract No. 2017056 for repair and refurbishing of metal bins and roll-off containers.