

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
CALIENTE CONSTRUCTION, INC**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this 4th day of November, 2021, between the City of Glendale, an Arizona municipal corporation (the "City"), and Caliente Construction, Inc, a(n) Arizona corporation authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

RECITALS

- A. On August 30, 2019 under (S.A.V.E Cooperative Purchasing Agreement.), the Mohave Cooperative entered into a contract with Contractor to purchase the goods and services described in the 19F-CCI-0904 ("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. 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.
- C. 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.
- D. 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, purchases can be made by governmental entities from the date of award, which was September 4, 2019, until the date the contract expires on September 3, 2022 unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not be extended beyond September 3, 2025. The initial period of this Agreement, therefore, is the period from the Effective Date of this Agreement until September 3, 2022. The City may renew the term of this Agreement for two (2) one year periods until the Cooperative Purchasing Agreement expires on September 3, 2024. Glendale

renewals are not automatic and shall only occur if the City gives the Contractor notice of its intent to renew. The City may give the Contractor notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such renewal.

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 two (2) million dollars (\$2,000,000) annually or six (6) million dollars (\$6,000,000) for the entire term of the Agreement (initial term plus any renewals).

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 Michael A. Johnson, Engineering Project Manager
City of Glendale Engineering Department
5850 West Glendale Avenue, Suite 315
Glendale, Arizona 85301
And

Caliente Construction, Inc.
c/o Lorraine Bergman, President/CEO
485 w. Vaughn Street
Tempe, Arizona 85283

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

“City”

“Contractor”

City of Glendale, an Arizona
municipal corporation

Caliente Construction, Inc.,
an Arizona Corporation

By: _____
Kevin R. Phelps
City Manager

By: _____
Name: Lorraine Bergman
Title: President/CEO

ATTEST:

Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
CALIENTE CONSTRUCTION, INC.**

EXHIBIT A

(Mohave Cooperative Contract #19F-CCI-0904 Extension)
(Full agreement on file in the Engineering Department)



7/26/2021

**Modification of Contract
(Contract Extension)
(Page 1 of 3)**

Lisa Autino
Caliente Construction, Inc.
485 W. Vaughn Street
Tempe, AZ 85283

RE: Contract # 19F-CCI-0904 modification of contract through an extension of contract is made by, and between, Caliente Construction, Inc. and Mohave Educational Services Cooperative (Mohave).

In accordance with its terms and conditions, Mohave requests to extend contract 19F-CCI-0904 for a period of one (1) year, beginning 9/4/2021. The extension shall be under the same terms and conditions contained therein.

Provide your agreement to extend by completing the appropriate information below and on the following pages. If the contract is extended, Caliente Construction, Inc. agrees to provide products or prices as per 19F-0808.

By signing this Modification of Contract, you hereby certify to the best of your knowledge and belief that your firm complies with Byrd Anti-Lobbying Amendment 31 U.S. Code § 1352, 2 CFR § 200.450 and Federal Acquisition Regulation 52.203-11

We agree to **modify** and **extend** the contract as specified above, abiding by the current terms and conditions, and any attached clarifications.

Signature  Title President/CEO

Typed/Printed Name Lorraine Bergman Date 7/26/2021

Upon your signed, executed Modification of Contract through a Contract Extension, you shall be bound to sell the materials and/or services offered to and accepted by Mohave in accordance with the solicitation, including all terms, conditions, specifications, amendments and any accepted written exceptions.


Nancy Colbaugh, CPPB
Contracts Manager
Mohave Educational Services Cooperative, Inc.
625 East Beale Street | Kingman, AZ 86401
Phone 928-718-3228 | Fax 928-718-3232

If all pages of this notice are not received at Mohave's Kingman office on, or before, 9/4/2021, orders shall be held without processing. Email or fax completed extension to contracts@mesc.org or 928-718-3232.

To terminate the contract effective 9/4/2021, email or fax a notice of your request to cancel the contract to contracts@mesc.org or 928-718-3232. You agree to complete any authorized work or orders received prior to that date. Renewals not received within 14 days following 9/4/2021 may result in cancellation of the contract. However, any authorized orders received prior to this date, shall be completed under this contracts terms and conditions.

Modification of Contract (Contract Extension)

(Page 2 of 3)

Requested Pricing Modifications

We list your contract as utilizing Coefficient applied to UPD, Open Book, % Off Trade Service and Hourly Professional Services. Please confirm the following regarding pricing under your contract:

Our contract utilized firm-fixed pricing. We agree to hold the current prices until the next contract renewal date of 9/4/2022.

Our contract utilized percentage off MSRP/Retail pricing. The current price lists/catalogs are still applicable.

We are requesting a price modification. A price list/catalog will be submitted by _____. (Insert Date)

Remember that your firm cannot quote any new products contained in pricing submitted with your contract extension until it has been reviewed and a Contract Modification through a pricing update/product addition has been issued. Current contract pricing will remain in effect until this process is complete.

Please verify that the following information is correct and accurate:

POs Attn: Order Desk
Caliente Construction, Inc.
485 W. Vaughn Street
Tempe, AZ 85283

Remit to: Caliente Construction, Inc.
Accounts Receivable
485 W. Vaughn Street
Tempe, AZ 85283

Member Contact: Jeff Schaffer
Contract Administrator: Lisa Autino
Phone Number: 480-894-5500
Fax Number: 480-894-2323

Vendor Logo

Currently, we have the following logo on file for use on our website in our product/vendor finder:



If you wish to revise or update the logo we have on file, keep the following requirements in mind:

- *What file types are acceptable?* Vector point files are highly recommended (such as .ai or .eps files). If you don't have access to a vector point file, a large hi-resolution (approximately 150-300 dpi) JPEG, TIFF, BITMAP, GIF or PNG file will work. Having a file with a high dpi will help keep images looking sharp if we need to resize the logo.
- *What file size is recommended?* There is no limitation to the logo file size.

Modification of Contract (Contract Extension)

(Page 3 of 3)

Vendor Benefits Description

Currently, we have the following information on our website detailing the benefits of your contract for our members to view:

Caliente Construction was established in Arizona 28 years ago and our focus remains on serving public, and educational throughout the state. We offer a unique experience founded on the simple philosophy that we build to create long-term relationships with every customer.

Our JOC experience is extensive and we can manage projects of any size, scope or value. The services we provide are cost-conscious; timely; innovative and personalized to meet each client's specific needs. Caliente is a collaborative partner.

Our team will respond quickly to requests, provide reliable cost and scheduling information and keep you informed throughout the project.

As occupied facility construction experts, we will ensure business operations are maintained and your staff and the public are kept safe and secure throughout construction.

When you choose Caliente as your JOC contractor you have our commitment that every project will be built safely, delivered within budget, on or before schedule, and will be of exceptional quality.

If you wish to revise or update the vendors benefits information we have on file, keep the following requirements in mind:

- The description should be 150-200 words that explain the benefits that your company can provide to our members through your Mohave contract.
- The description should give a brief overview for members who may be accessing information about your contract from our product vendor finder on Mohave's website.
- Please note that Mohave reserves the right to revise or modify the information provided either for content or length.

Email or fax request for information revisions or additional information to contracts@mesc.org or 928-718-3232. If you have any questions, contact your Contract Specialist either via email at mike@mesc.org or phone 928-718-3203.

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
CALIENTE CONSTRUCTION, INC**

EXHIBIT B
Scope of Work

PROJECT

Contractor will provide construction services on an as needed basis as described in the Mohave Cooperative Contract No. 19F-CCI-0904 with Caliente Construction, Inc. Job Order Contracting services may include, but not limited to: general contracting (plus additional services) for construction, installation, repairs and upgrades.

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
CALIENTE CONSTRUCTION, INC.**

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 \$2,000,000 annually or \$6,000,000 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

City shall pay the contractor compensation in accordance with the rates as set forth in the Mohave Cooperative Contract No. 19F-CCI-0904 with Caliente Construction, Inc.