

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
CARDINAL INFRASTRUCTURE SERVICES LLC**

This Linking Agreement (“Agreement”) is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2024, between the City of Glendale, an Arizona municipal corporation (“City”), and Cardinal Infrastructure Services LLC, a Utah Limited Liability Company, authorized to do business in Arizona (“Contractor”), collectively, the “Parties.”

**RECITALS**

- A. On March 7, 2024, the City of Casa Grande, a member of the S.A.V.E Cooperative Purchasing Agreement, entered into a contract with Contractor to purchase the goods and services described in the Contract for Services for On Call Maintenance and Repair Services Contract No. 0224-08 (“Cooperative Agreement”), which is attached hereto as **Exhibit A**. The Cooperative Agreement allows 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 wishes to contract with Contractor for supplies or services identical to those being provided to other units of government under the Cooperative Agreement. Contractor consents to the City’s cooperative use of the terms and conditions of the Cooperative Agreement, and agrees to provide the supplies and services set forth in the Statement of Work appended hereto as **Exhibit B**.

**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.

- A. As provided in the Cooperative Agreement, purchases can be made by governmental entities from the date of award, which was February 21, 2024, until the date the contract terminates on June 30, 2024, unless the term is extended by mutual agreement of the parties to the Cooperative Agreement. The Cooperative Agreement, however, may not be extended beyond June 30, 2025. The initial period of this Agreement is the period from the Effective Date of this Agreement until June 30, 2024.
- B. The City may extend the term of this Agreement for one (1) year if the Cooperative Agreement is likewise extended and the City gives the Contractor notice that it is exercising its option to extend this Agreement 30 days prior to the anniversary of the Effective Date.

Glendale extensions are not automatic and shall only occur if the City affirmatively exercises its right to extend this Agreement.

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 hundred thousand dollars (\$200,000) annually or four hundred thousand dollars (\$400,000) for the entire term of the Agreement (initial term plus any extensions).

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. Uyghur Forced Labor Prevention Act (UFLPA). Contractor certifies that it does not currently, and during the term of this Agreement, will not use:

- a. the forced labor of ethnic Uyghurs in the People's Republic of China;
- b. any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and

c. any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

10. 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.

11. 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 Gene Haranczak, Engineering CIP Project Manager  
City of Glendale Engineering Department  
5850 W. Glendale Avenue  
Glendale, Arizona 85301

and

Cardinal Infrastructure Services LLC  
c/o Jace Peterson  
265 East 3900 South  
Salt Lake City, Utah 84107

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

Cardinal Infrastructure Services LLC,  
a Utah Limited Liability Company

By: \_\_\_\_\_  
Kevin R. Phelps  
City Manager

By:  \_\_\_\_\_  
Name: Jace Peterson  
Title: Owner

ATTEST:

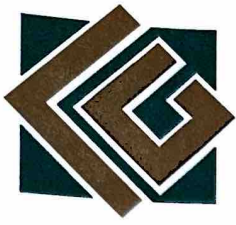
\_\_\_\_\_  
Julie K. Bower (SEAL)  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael D. Bailey  
City Attorney

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
CARDINAL INFRASTRUCTURE SERVICES LLC**

**EXHIBIT A  
ON-CALL MAINTAINACE AND REPAIR SERVICES CONTRACT 0224-08  
(19 PAGES)**



# City of Casa Grande

March 7, 2024

Cardinal Infrastructure Services LLC  
265 E. 3900 S.  
Salt Lake City  
UT 84107

**RE: Maintenance and Repair Services**

Congratulations! The Casa Grande City Council at their meeting of March 4, 2024, awarded your organization a contract for On-Call Maintenance and Repair Services for Fiscal Year 2024-2025. Transmitted herewith are duplicate original agreements for this project. Please have your authorized representative sign both agreements and return to me only the agreement marked **“Official Copy”** to the below listed address no later than March 28, 2024. Also, enclosed is a copy of Ordinance No. 3409, authorizing said contract for your records.

Failure to return the contract could jeopardize your organization from doing further business with the City.

- **Please note that the following must be completed for the contract to be fully executed:**
  - ✓ **Representative must sign all marked signatures lines.**
  - ✓ **If required, representative’s signature must be notarized.**
  - ✓ **If required, certificate(s) of insurance must be submitted with the executed contract.**
  - ✓ **On the certificate(s) of Insurance, please list the City of Casa Grande with the address below, as the certificate holder and additional insured.**
- **Notary services available at City Hall for a \$ 10 fee**

Should you have any questions, please call me at the below listed number.

Sincerely,

A handwritten signature in black ink, appearing to read 'Gloria Leija', with a stylized flourish at the end.

Gloria Leija, MMC  
City Clerk

**CONTRACT FOR SERVICES**

THIS CONTRACT is entered into this the 7 day of March, 2024, by and between Cardinal Infrastructure Services, LLC (hereinafter known as "Contractor"), a Utah Limited Liability Company authorized to do business in the state of Arizona, whose address is 265 E. 3900 S., Salt Lake City, UT 84107 and the City of Casa Grande (hereinafter known as "City"), an Arizona municipal corporation, whose address is 510 East Florence Boulevard, Casa Grande, Arizona 85122.

The City engages the Contractor to perform various services associated with the Fiscal Years 2024 and 2025 On-Call Maintenance & Repair Services. Projects shall be assigned on an as needed basis as determined by the City's Project Manager.

**1. Term and Scope of Contractor's Services; Cooperative Use.**

This Initial Term of this contract shall commence on February 21, 2024, and shall terminate on June 30, 2024. The term of this contract will automatically be extended at the completion of the Initial term for a maximum of one (1) one (1) year extension unless either party terminates this contract as provided for herein or provides written notice at least sixty (60) days prior to the end of any term that it does not wish to extend the contract beyond the current term. The Contractor agrees to provide to the City services and any materials set forth in the Scope of Work requested by the City in its Requests for Qualifications during the contract period. Both parties herein acknowledge that there is no guaranteed amount of work to be provided to Contractor by the City. When the City desires to have Contractor perform any work pursuant to this contract, the scope for any given project shall be as negotiated between the Contractor and the City prior to commencement of work. No material, labor, or facilities will be furnished by the City, unless otherwise provided for in the contract.

The City of Casa Grande intends that this contract be extended for use by other municipalities, government agencies and governing bodies, including the Arizona Board of Regents, and political subdivisions of the State. Any such usage by other entities must be in accordance with the ordinances, charter and/or rules and regulations of the respective entity and the approval of the Consultant.

**2. Accounting and Payment for Contractor Services.**

Payment to the Contractor shall be made based on the negotiated scope and fee agreed to by the City for any assigned project in accordance with the Scope of Services attached hereto as Exhibit A. Projects assigned to any one Contractor are not to exceed a maximum of \$200,000 in aggregate fees within each Fiscal Year of the contract and the total value of ALL services to be provided for any single project will not be in excess of \$24,999. City shall pay to Contractor, within thirty (30) days of the invoice, the amounts as negotiated; provided, however, that Contractor shall invoice the City only on a percentage of completion basis. City and Contractor may also agree to different payment terms if done so in writing and signed by the City Manager.

### **3. Assignment and Subcontracting.**

No portion of this contract may be assigned or subcontracted to any other individual, firm, or entity without the express and prior written approval of the Contracting Officer. It will be the responsibility of the Contractor to ensure that any and all subcontractors comply with the terms and conditions of this contract and that City of Casa Grande is named as express third-party beneficiary of such subcontracts with full rights as such.

### **4. Independent Contractor.**

The Contractor's services shall be furnished by the Contractor as an independent Contractor and nothing contained herein shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder, and all services performed shall be made and performed pursuant to this Contract by the Contractor as an independent Contractor.

### **5. No Guarantee of Employment.**

The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the City at the present time or in the future.

### **6. Taxes.**

The Contractor understands and acknowledges that the City will not withhold federal or state income taxes. Where required by state or federal law, the Contractor authorizes the City to make withholding for any taxes other than income taxes (i.e., Medicare). All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this Contract. The Contractor hereby agrees to indemnify the City against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Contract.

The City will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes including, but not limited to, Business or Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the City does not hold title.

### **7. Regulations and Requirement.**

This Contract shall be subject to all laws, rules and regulations of the United States of America, the State of Arizona, and the City of Casa Grande.

## **8. Right to Review.**

This contract may be subject to review by any federal or state auditor. The City or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the City. Such review may occur with or without notice, and may include, but is not limited to, on-site inspection by City Agents or employees, inspection of all records or other materials which the City deems pertinent to the Contract and its performance, and any and all communications with or evaluations by service recipients under this Contract. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Contract for five (5) years after contract termination in accordance with A.R.S. §35-214 and shall make them available for such review within the City of Casa Grande, State of Arizona, upon request.

## **9. Modifications.**

Either party may request changes in the Contract. Any and all agreed modifications shall be in writing, signed by each of the parties.

## **10. Time is of the Essence.**

Time of each of the terms, covenants, and conditions of this Contract is hereby expressly made of the essence.

## **11. Termination for Default.**

If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the City may, by depositing written notice to the Contractor in the U.S. mail, postage prepaid, terminate the contract, and at the City's option, obtain performance of the work elsewhere. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the City in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the City by reason of such default. If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination has been issued pursuant to the Termination for Public Convenience paragraph hereof.

## **12. Termination for Public Convenience.**

The City may terminate the contract in whole or in part whenever the City determines, in its sole discretion, that such termination is in the best interests of the City. Whenever the contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable

adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provisions for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the City at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the City.

### **13. Equal Opportunity.**

This Contract, and the parties thereto, shall comply with the provisions of Arizona Executive Order 75-5 as amended by Arizona Executive Order 99-4 as they relate to equal opportunity.

### **14. Venue and Choice of Law.**

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Contract, the venue of such action of litigation shall be in the courts of the State of Arizona in and for the County of Pinal. This Contract shall be governed by the laws of the State of Arizona.

### **15. Insurance.**

**15.1 Contractor Liability Insurance.** Upon signing of the Contract and so long as it shall remain in effect, contractor, at its cost and expense, shall purchase and maintain the insurance described in this subsection 15. The insurance shall be purchased and maintained in companies duly licensed or otherwise approved by the State of Arizona, with forms acceptable to the City of Casa Grande, and shall be primary with no right of contribution. The contractor's insurer shall have a minimum A.M. Best's rating of A-VIII. Use of alternative insurers requires prior approval for the City of Casa Grande.

The insurance coverages to be purchased and maintained are:

**15.1.1 Workers' Compensation.** Contractor shall provide workers' compensation insurance as required by state and federal laws having jurisdiction over Contractor's employees engaged in the performance of the Services within this Contract.

**15.1.2 General Liability.** Contractor shall maintain a Commercial General Liability (Occurrence) policy that includes coverage for premises and operations, products and completed operations, contractual liability, broad form property damage, and personal injury liability. The policy shall have limits of not less than:

- \$1,000,000 for each occurrence of bodily injury and property damage; and
- \$1,000,000 for personal injury.

**15.1.3 Automobile Liability.** Contractor shall maintain an Automobile Liability policy with a combined single limit for bodily injury and property damage of not less than \$1,000,000 for each accident. The policy shall cover all owned, hired, and non-owned

automobiles used in connection with the Contract for the performance of Contractor's services.

**15.1.4 Property Insurance.** A policy or policies of fire and extended coverage property damage insurance covering the full insurable value of all tools and equipment used by contractor from time to time on the lands of City of Casa Grande pursuant to the Contract, including mobile equipment. Contractor shall also require its agents, contractors, licensees and others performing the obligations, or exercising the rights, of Contractor under the Contract to carry such property damage insurance. Such policy or policies shall cover the full insurable value of such tools and equipment.

**15.1.5 Adjustment of Liability Limits.** If the initial term of the Contract shall exceed ten years or if the aggregate term of the Contract, including any extension or renewal terms agreed to by the parties or provided for in the Contract shall exceed ten years, on each tenth anniversary of the date of the Contract, the liability limits provided for in sections 15.1.2 and 15.1.3 shall be increased by an amount proportional to the increase in the US consumer price index occurring since the date of the Contract or the date of the last such increase as appropriate.

**15.1.6 Professional Liability.** The Contractor retained by the City to provide the engineering services required by the Contract will maintain Professional Liability insurance covering errors and omissions arising out of the Services performed by the Contractor or any person employed by him, with an unimpaired limit of not less than \$1,000,000 each claim and \$2,000,000 all claims. In the event the insurance policy is written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Services as evidenced by annual Certificates of Insurance.

**15.2 Insurance Certificate.** Contractor shall not exercise any of its rights under the Contract until it delivers to City of Casa Grande's designated recipient certificates from contractor's insurers showing that the coverage required above has been obtained.

**15.2.1** The insurance certificates must show City of Casa Grande, its subsidiaries, affiliates directors, officers, and employees as additional insured parties in respect of all liability coverage except workers' compensation. The policy shall provide and the certificate shall reflect that the insurance afforded applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.

**15.2.2** The insurance certificate shall provide on its face that the policies it represents will not be terminated, amended, or allowed to expire without 30 days prior written notice to City of Casa Grande.

**15.2.3** Failure of City of Casa Grande to demand the insurance certificate or other evidence of full compliance with these insurance requirements or failure of City of Casa Grande to identify a deficiency from any certificate provided to it shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

**15.3 Severability of Interests.** The policies referenced in 15.1.2. and 15.1.3. shall contain a severability of interest clause, generally providing, "the insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's insurance."

**15.4 Waiver of Subrogation.** Contractor hereby waives any and all rights that it might have against City of Casa Grande, its employees, officers and directors, to recover all or part of any loss or damage insured or insurable by the insurance policies carried or required to be carried by it pursuant to the Contract Documents. Contractor shall require each of its agents, contractors, licensees and others performing the obligations, or exercising the rights, of Contractor under the Contract to provide a similar waiver for City of Casa Grande's benefit.

**15.5 Deductibles.** Contractor may purchase the required insurance policies with deductibles which are reasonable in light of the contractor's financial condition; provided that any loss not covered due to the deductible will be paid by Contractor. Contractor shall also require its agents, contractors, licensees, and others performing the obligations, or exercising the rights, of contractor under the Contract to carry such property damage insurance. Such policy or policies shall cover the full insurable value of such tools and equipment.

#### **16. Withholding Payment.**

In the event the Contractor has failed to perform any substantial obligation to be performed by the Contractor under this Contract and said failure has not been cured within the times set forth in this Contract, then the City may, upon written notice, withhold all monies due and payable to Contractor, without penalty, until such failure to perform is cured or otherwise adjudicated.

#### **17. Future Non-Allocation of Funds.**

If sufficient funds are not appropriated or allocated for payment under this contract for any future fiscal period, the City will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. No penalty or expense shall accrue to the City in the event this provision applies.

#### **18. Protection of Licensee Data.**

Contractor warrants that the Contractor's installation, maintenance, and upgrade of any software provided hereunder shall not result in the use or disclosure by Contractor of any information concerning a patient/client obtained by the City in providing service in violation of any State laws, Federal laws, including, but not limited to, the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), and any federal regulations governing privacy, including, but not limited to, 45 CFR Section 160-164, as well as other applicable federal and state statutes and regulations.

## **19. Contractor Commitments, Warranties and Representations.**

Any written commitment received from the Contractor concerning this Contract shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to materially fulfill such a commitment shall result in a breach of this Contract. A commitment includes but is not limited to any representation made prior to execution of this Contract, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.

## **20. Patent/Copyright Infringement.**

Contractor will defend and indemnify the City from any claimed action, cause or demand brought against the City, to the extent such action is based on the claim that information supplied by the Contractor infringes any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the City in any action. Such defense and payments are conditioned upon the following:

- a. That Contractor shall be notified promptly in writing by City of any notice of such claim; and
- b. Vendor shall have the right, hereunder, at its option and expense, to obtain for the City the right to continue using the information, in the event such claim of infringement is made, provided no reduction in performance or loss results to the City.

## **21. Disputes.**

**21.1 General.** Differences between the Contractor and the City, arising under and by virtue of the Contract Documents shall be brought to the attention of the City at the earliest possible time in order that such matters may be settled, or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions, and decisions of the Contracting Officer, shall be final and conclusive.

**21.2 Notice of Potential Claims.** The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the City, or (2) the happening of any event or occurrence, unless the Contractor has given the City a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the City. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the Work performed, labor and material used, and all costs and additional time claimed to be additional.

**21.3 Detailed Claim.** The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within 30 days of the accomplishment of the portion of the work from which the claim arose, and before the final payment by the City, the Contractor has

given the City a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of supporting documents evidencing the amount or the extension of time claimed to be due.

**22. Ownership of Items Produced.**

All writings, programs, data, public records, or other materials prepared by the Contractor and/or its Contractors or subcontractors, in connection with the performance of this Contract shall be the sole and absolute property of the City.

**23. Conflict of Interest.**

The Contractor agrees to promptly disclose any financial or economic interest in the Project property, or any property affected by the Project, existing prior to the execution of this Contract. Further, the Contractor agrees to promptly disclose any financial or economic interest with the Project property, or any property affected by the Project, if the Contractor gains such interest during the course of this Contract.

If the Contractor gains any financial or economic interest in the Project during the course of this Contract, this may be grounds for terminating this Contract at the sole discretion of the City.

The Contractor shall not engage the services on the Contract of any present or former City employee who was involved as a decision maker in the selection or approval processes, or who negotiated or approved billings or contract modifications for this Contract.

The Contractor agrees that it shall not perform services on this Project for any other contractor, sub-contractor, or any supplier.

The Contractor shall not negotiate, contract, or make any agreement with any other contractor, sub-contractor, or any supplier with regard to any of the work under this Project, or any services, equipment or facilities to be used on this Project.

This Contract is subject to the cancellation provisions for conflicts of interest pursuant to A.R.S. §38-511.

**24. Covenant Against Contingent Fees.**

The Contractor affirms that he has not employed or retained any company or person, other than a bona fide employee working for the Contractor to solicit or secure this Contract, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of the Contract. For breach or violation of this clause, the City may terminate this Contract without liability, or in its discretion may deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage brokerage fee, gift, or contingent fee.

## **25. Indemnification.**

To the fullest extent permitted by law, the Contractor, its successors, assigns and guarantors, shall defend, indemnify and hold harmless the City of Casa Grande, its agents, officers, officials and employees from and against all allegations, demands, proceedings, actions, claims, damages, losses, expenses, judgments, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting, relating to, arising out of, or resulting from any acts, errors, mistakes, omissions, work or services of the Contractor, its agents, employees, or any tier of Contractor's subcontractors in the performance of this Contract.

Contractor's duty to defend, indemnify and hold harmless the City of Casa Grande, its agents, officers, officials and employees shall arise in connection with any allegation, demand, proceeding, action, claim, damage, loss, expense or judgment that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting there from, caused by Contractor's acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor, any tier of Contractor's subcontractors or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable. The amount and type of insurance requirements set forth herein will not be construed as limiting the scope of the indemnity provisions of this Contract.

To the fullest extent permitted by law, the City agrees to indemnify and hold the Contractor harmless from any damage, liability, or cost (including reasonable attorney's fees and costs of defense) to the extent caused by the City's negligent acts, errors or omissions and those of his or her contractors, subcontractors or consultants or anyone for whom the City is legally liable and arising from the project that is the subject of this Contract. The Contractor is not obligated to indemnify the City in any manner whatsoever for the City's own negligence.

## **26. Force Majeure**

Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, or power failures.

## **27. Confidentiality.**

The Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the City or acquired by the Contractor in performance of this Contract, except upon the prior written consent of the City Attorney, or an order entered by a court after having acquired jurisdiction over the City. Contractor shall immediately give to the City notice of any judicial proceeding seeking disclosure of such information. Contractor shall indemnify and hold harmless the City, its officials, agents or employees from all loss or expense, including, but not limited to settlements, judgments, setoffs, attorneys' fees, and costs resulting from Contractor's breach of this provision.

**28. Public Disclosure.**

In the event of a public records request to the City for the Licensed Program or Licensed Documentation, the City shall promptly provide a copy of such request to Contractor so that it has at least 7 days from Contractor's receipt of such request in which to seek an order restraining the City from disclosing the Licensed Program and Documentation pursuant to such public records request. If Contractor does not obtain a restraining order within such period of time, the City may disclose the Licensed Program and Licensed Documentation pursuant to such public request as the City deems appropriate to comply with Arizona's Public Records Laws.

**29. Notice.**

Except as set forth elsewhere in the Contract, for all purposes under this Contract, except service of process, notice shall be given by the Contractor to the department head of the department for whom services are rendered and to the City Attorney's Office. Notice may be given by delivery or by depositing in the U.S. Mail, first class, postage prepaid.

**30. Severability.**

If any term or condition of this contract or the application thereof to any person(s) or circumstance(s) is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this contract are declared severable.

**31. Waiver.**

Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

**32. Survival.**

The provisions of paragraphs, 4, 6, 8, 10, 11, 12, 13, 14, 15, 17, 18, 19, 20, 21, 22, 25, 26, 27, 28, 29, 34, 35, 36 and 97 as well the provisions of any non-collusion affidavit, shall survive, notwithstanding the termination or invalidity of this Contract for any reason.

**33. Discrimination.**

Contractor **shall not** unlawfully discriminate against any employee, applicant for employment, recipient of services or programs, or applicant for services or programs, on the basis of race, creed, color, sex, age, marital status, national origin or the presence of any sensory, mental or physical handicap. Contractor shall comply with the Americans with Disabilities Act.

**34. Entire Agreement.**

This written contract represents the entire agreement between the parties and supersedes any prior oral statements, discussions, or understandings between the parties.

**35. E-Verify.**

To the extent applicable under ARIZ. REV. STAT. §41-4401, the Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under ARIZ. REV. STAT. §23-214(A). The Contractor's or subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of the Contract and may result in the termination of the Contract by City. The Contractor agrees to insert language similar to this paragraph in all contracts in which they engage with subcontractors on this project to ensure that those subcontractors are meeting the requirements of the above-mentioned statutes. City retains the legal right to randomly inspect the papers and records of the Contractor and its subcontractors who work on the Contract to ensure that the Contractor and its subcontractors are complying with the above-mentioned warranty. The Contractor and its subcontractors warrant to keep the papers and records open for random inspection during normal business hours by City. The Contractor and its subcontractors shall cooperate with City's random inspections including granting City entry rights onto its property to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

**36. Compliance with A.R.S. §§35-393 and 35-393.01.**

Contractor acknowledges and agrees that it is not currently engaged in and agrees for the duration of the contract to not engage in, a boycott of Israel and, furthermore, Contractor acknowledges that it has signed a written certification, which is attached hereto as Exhibit C and incorporated herein, to that effect.

**37. Compliance with A.R.S. §35-394**

A. Contractor acknowledges and agrees, through the signed written certification attached hereto as Exhibit D and incorporated herein, that it does not currently, and agrees for the duration of the contract that it will not, use:

1. The forced labor of ethnic Uyghurs in the People's Republic of China.
2. Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
3. Any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

B. If, during the term of this contract, Contractor becomes aware it is not in compliance with the written certification in Exhibit D, Contractor shall notify City within five business days after

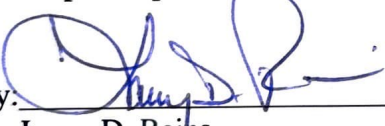
becoming aware of the noncompliance. If Contractor does not provide City with a written certification that Contractor has remedied the noncompliance within one hundred eighty days after notifying City of the noncompliance, the contract terminates, except that if the contract termination date occurs before the end of the remedy period, the contract terminates on the contract termination date.

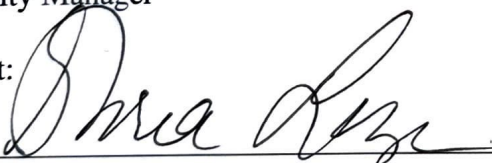
### 38. Counterparts and Electronic Signatures

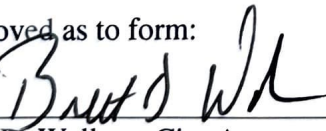
Each party agrees that this Contract may be executed in counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon, provided such signature page is attached to any other counterpart identical thereto. The Parties understand and agree that they have the right to execute this Contract through paper or through electronic signature technology, and to the extent they sign electronically, their electronic signature is the legally binding equivalent to their handwritten signature. Signatures sent by electronic means (facsimile, scanned and sent via e-mail, or signed by electronic signature service where legally permitted) shall be deemed original signatures. The Parties expressly waive any objection to the admissibility of this Contract on the grounds that it is an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature. Each Party may sign any number of copies of this Contract, and each signed copy shall be deemed to be an original, but all of them together shall represent one and the same contract.

Dated this 7 day of March, 2024.

City of Casa Grande, an Arizona  
municipal corporation.

By:   
Larry D. Rains  
City Manager

Attest:   
Gloria Leija, City Clerk

Approved as to form:  
  
Brett D. Wallace, City Attorney

Cardinal Infrastructure Services, LLC, a  
Utah Limited Liability Company

By:   
Name: Trace Peterson  
Title: owner



## **EXHIBIT "A"—SCOPE OF SERVICES**

Services will be provided on an as needed basis through a task-order process. The process will consist of the City contacting the Contractor and requesting proposal(s) for services related to an individual project. The Contractor will then prepare a detailed scope and budget for each individual Task Order. Scope and Fee for each task-order will be agreed upon between the City Representative and the Contractor prior to proceeding with required services.

All work to be performed under the On-Call program will be coordinated by the Project Manager (PM). For each project or task to be performed, the PM will select Contractor(s) from the list as appropriate and request a Scope and Fee proposal. Proposals will be reviewed and negotiated by the PM. Solicitation of proposal shall not be construed as a guarantee that the work will be assigned. The City reserves the right to reject any proposal. Contractor may NOT begin work on any job until a detailed scope and fee proposal has been submitted and approved by the Project Manager or his authorized representative. Payment for any work not authorized by the Project Manager or his authorized representative will not be made by the City of Casa Grande.

### **TANK CLEANING AND REPAIRS**

Work anticipated to be performed under this category includes inspection, cleaning, and repairs to existing steel and concrete tanks. Tanks to be covered under this category include various potable and wastewater service facilities.

Tasks may include work such as the following: services to steel potable water storage tanks; services for concrete tanks such as digesters, aeration basins, and clarifiers; and other related tasks, as necessary.

## **EXHIBIT "B"— PAYMENT**

The City of Casa Grande has established a pre-qualified list of Contractors to provide non-exclusive services on an as-needed basis in support of various City departments and projects.

This Contract shall not be a guarantee or promise of work; the execution of this Contract shall enable the City to direct work in an expeditious manner when required.

Assignment of available projects will be made to the selected firms possessing necessary specialty as required. Projects assigned to any one Contractor are not to exceed a maximum of \$200,000 in aggregate fees within any Fiscal Year and the total value of ALL services to be provided for any single project will not be in excess of \$24,999.

The City of Casa Grande Project Manager (PM) or his designated representative shall select from this list qualified firm(s) as appropriate for any given project. The PM or his designated representative shall enter into negotiations with the selected firm for scope and fees based upon the standard fee schedule attached. Once an contract is reached, a purchase order and notice to proceed shall be issued to the firm.

**WORK SHALL NOT COMMENCE ON ANY PROJECT UNTIL A NOTICE TO PROCEED IS ISSUED BY THE CITY**

**EXHIBIT "C" – A.R.S. §§35-393 and 35-393.01 CERTIFICATION**

Definitions contained in A.R.S. §35-393:

1. "Boycott" means engaging in a refusal to deal, terminating business activities, or performing other actions that are intended to limit commercial relations with Israel or with persons or entities doing business in Israel or in territories controlled by Israel, if those actions are taken either:
  - (a) In compliance with or adherence to calls for a boycott of Israel other than those boycotts to which 50 United States Code section 4607(c) applies.
  - (b) In a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.
2. "Company" means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, and includes a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate.
3. "Direct holdings" means all publicly traded securities of a company that are held directly by the state treasurer or a retirement system in an actively managed account or fund in which the retirement system owns all shares or interests.
4. "Indirect holdings" means all securities of a company that are held in an account or fund, including a mutual fund, that is managed by one or more persons who are not employed by the state treasurer or a retirement system, if the state treasurer or retirement system owns shares or interests either:
  - (a) together with other investors that are not subject to this section.
  - (b) that are held in an index fund.
5. "Public entity" means this State, a political subdivision of this STATE or an agency, board, commission or department of this state or a political subdivision of this state.
6. "Public fund" means the state treasurer or a retirement system.
7. "Restricted companies" means companies that boycott Israel.
8. "Retirement system" means a retirement plan or system that is established by or pursuant to title 38.

**All offerors must select one of the following:**



*AP* My company **does not** participate in and agrees not to participate in during the term of the contract a boycott of Israel in accordance with A.R.S. §35-393.01.

My company **does** participate in a boycott of Israel as defined by A.R.S. §35-393.01.

By submitting this response, Contractor agrees to indemnify and hold the City, its agents and employees, harmless from any claims or causes of action relating to the City's action based upon reliance on the above representations, including the payment of all costs and attorney fees incurred by the City in defending such an action.

*Cardinal Coatings*  
 \_\_\_\_\_  
 Company Name

*265 E. 3900 S.*  
 \_\_\_\_\_  
 Company Street Address

*Salt Lake City, UT 84107*  
 \_\_\_\_\_  
 City, State, Zip

*Jan Peterson*  
 \_\_\_\_\_  
 Signature of Person Authorized to Sign

*Jan Peterson*  
 \_\_\_\_\_  
 Printed Name of Signatory

*Owner*  
 \_\_\_\_\_  
 Title of Signatory



**EXHIBIT D – A.R.S. §35-394 CERTIFICATION**

Definitions contained in A.R.S. §35-394:

1. "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, including a wholly owned subsidiary, majority-owned Subsidiary, parent company or affiliate, that engages in for-profit Activity and that has ten or more full-time employees.
2. "Public Entity" means this state, a political subdivision of this state or an agency, board, commission or department of this state or a political subdivision of this state.

By signing this certification, Contractor acknowledges and agrees that it does not currently, and agrees for the duration of the contract that it will not, use:

1. The forced labor of ethnic Uyghurs in the People's Republic of China.
2. Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
3. Any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

By submitting this response, Contractor agrees to indemnify and hold the City, its agents and employees, harmless from any claims or causes of action relating to the City's action based upon reliance on the above representations, including the payment of all costs and attorney fees incurred by the City in defending such an action.

Cardinal Coatings  
Company Name

*[Signature]*  
Signature of Person Authorized to Sign



265 E. 3900 S.  
Company Street Address

Jack Peterson  
Printed Name of Signatory

Salt Lake City, UT 84107  
City, State, Zip

owner  
Title of Signatory

**ORDINANCE NO. 3409**

**AN ORDINANCE OF THE COUNCIL OF THE CITY OF CASA GRANDE, ARIZONA, APPROVING THE TERMS AND CONDITIONS OF FIVE (5) AGREEMENTS WITH VARIOUS COMPANIES FOR THE PURPOSE OF PROVIDING MAINTENANCE AND REPAIR SERVICES; AUTHORIZING EXPENDITURE OF PUBLIC FUNDS; AND AUTHORIZING EXECUTION BY THE CITY MANAGER OF THE AGREEMENTS**

**WHEREAS**, the City of Casa Grande's Public Works Department currently utilizes a pre-qualified list of contractors and vendors to provide non-exclusive maintenance and repair services on an as-needed basis in support of various City departments and projects; and

**WHEREAS**, when necessary, to support any given project or department, assignment of maintenance and repairs are made to one or more of the selected contractors possessing the necessary specialty required. Any project assigned to any one contractor will not exceed a maximum of \$24,999.00 per project, nor will any single contractor be given projects that exceed \$200,000.00 in aggregate fees for any fiscal year; and

**WHEREAS**, the City determined that it would benefit from proving additional companies the opportunity to be added to the City's maintenance on-call list and, as such, published a new Request for Qualifications (RFQW) to provide a Statement of Qualifications detailing capabilities and experiences in one or more of the categories listed in the RFQ; and

**WHEREAS**, after reviewing the responses to the RFQ, City staff has determined that adding these five (5) companies would be the most advantageous to the City based upon the contractors' qualifications, with the terms of such agreements to coincide with the City's existing on-call list; and

**WHEREAS**, the City of Casa Grande is committed to providing the best possible services to its citizens and as a result the Mayor and Council find that accepting proposals from the five (5) selected contractors for the purpose of maintenance and repairs services is in the best interest of the City of Casa Grande.

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the City of Casa Grande, Arizona, as follows:

The Mayor and Council of the City of Casa Grande authorize:

1. The terms and conditions of five agreements to provide maintenance and repair services with:
  - a) Cardinal Infrastructure Services, LLC (C.G. Contract No.: 0224-08); and
  - b) Cleanview Sewer Inspections, LLC (C.G. Contract No: 0224-09); and
  - c) Karber Corporation (C.G. Contract No: 0224-10); and
  - d) Phoenix Pumps, Inc. (C.G. Contract No: 0224-11); and

e) Sun Mechanical Contracting, Inc. (C.G. Contract No: 0224-12); and

2. Expenditure of public funds to any single contractor shall not exceed (a) a maximum of \$24,999.00 for any single project or (b) a maximum of \$200,000.00 in aggregate fees for any fiscal year during the term of the Agreements; and

3. Execution by the City Manager of the five (5) agreements.

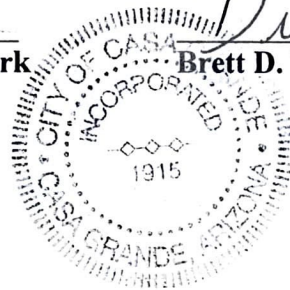
**PASSED AND ADOPTED** by the Mayor and Council of the City of Casa Grande, Arizona, this **4<sup>th</sup> day of March, 2024.**

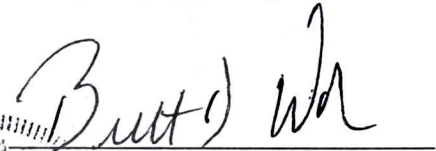
  
**Craig H. McFarland, Mayor**

**ATTEST:**

**APPROVED AS TO FORM:**

  
**Gloria Leija, MMC, City Clerk**



  
**Brett D. Wallace, City Attorney**

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
CARDINAL INFRASTRUCTURE SERVICES LLC**

**EXHIBIT B  
Scope of Work**

Project entails inspection, cleaning, and repairs of various existing wastewater flush tanks located with-in the City of Glendale's Right of Way. Services will be provided on a as needed basis. The process will consist of the City contacting the Contractor and requesting proposal(s) for services related to an individual Task Order. Scope and Fee for each task-order will be agreed upon between the City Engineering CIP Project Manager and the Contractor prior to proceeding with required services.

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
CARDINAL INFRASTRUCTURE SERVICES LLC**

**EXHIBIT C**

**METHOD AND AMOUNT OF COMPENSATION**

Method and amount of compensation is based on Scope and Fee for each task-order agreed upon between the City Engineering Project Manager and the Contractor as provided in the City of Casa Grande, AZ. Contract, Contract No. 0224-08.

**NOT TO EXCEED AMOUNT**

The total amount of compensation paid to Contractor for full completion of all work required by the Statement of Work must not exceed \$200,000 annually or \$400,000 for the entire term of the Agreement.

**DETAILED PROJECT COMPENSATION**

Compensation will be based on Scope and Fee as outlined in Exhibit B.