

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
AMERICAN RAMP COMPANY**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this ^{10th} day of ~~January~~ ^{January} 20 ~~18~~ ¹⁹, between the City of Glendale, an Arizona municipal corporation (the "City"), and American Ramp Company, a Corporation authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

RECITALS

- A. On April 14, 2017, under the Cooperative Purchasing Solution, the National Joint Powers Alliance entered into a contract with Contractor to purchase the goods and services described in the Request for Proposal #030117 Recreation and Playgroud Equipment, Accessories, and Supplies ("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 April 14, 2017, until the date the contract expires on April 14, 2019, 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 April 14, 2022. The initial period of this Agreement, therefore, is the period from the Effective Date of this Agreement until April 14, 2019. The City, however,

may renew the term of this Agreement for a one year periods until the Cooperative Purchasing Agreement expires on April 14, 2022. 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 one-hundred and forty thousand dollars (\$140,000) annually or one-hundred and forty thousand dollars (\$140,000) 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. The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of 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 Erik Strunk
 Public Facilities, Recreation and Special Events
 5959 W. Brown Street
 Glendale, Arizona 85302
 623-930-2827

and

American Ramp Company
 c/o Brandon Robinson
 601 S McKinley Ave
 Joplin, MO 64801
 417-850-1162

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

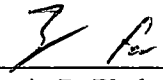
“City”

“Contractor”

City of Glendale, an Arizona
 municipal corporation

American Ramp Company,
 a Corporation

By:



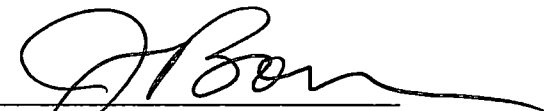
 Kevin R. Phelps
 City Manager

By:



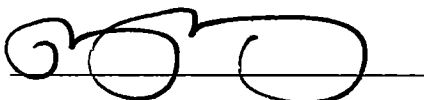
 Name: ~~Brandon Robinson~~ **Nathan Bemo**
 Title: ~~International Skatepark Specialist~~ **President**

ATTEST:



 Julie K. Bower (SEAL)
 City Clerk

APPROVED AS TO FORM:



Michael D. Bailey
City Attorney

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EXHIBIT A
National Joint Powers Alliance #030117-ARC

FORM E
CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

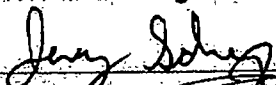
NJPA Contract #: 030117-ARC

Proposer's full legal name: American Ramp Company

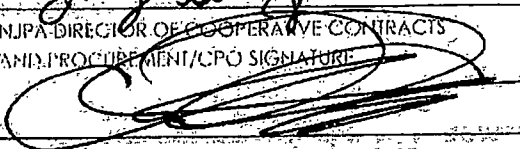
Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be April 14, 2017 and will expire on April 14, 2021 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:



NJPA DIRECTOR OF COOPERATIVE CONTRACTS
AND PROCUREMENT/CPO SIGNATURE



NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

Chad Coquette
(NAME PRINTED OR TYPED)

Awarded on April 14, 2017

NJPA Contract #: 030117-ARC

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name American Ramp Company

Authorized Signatory's Title Contract Manager / Sr. Project Manager



VENDOR AUTHORIZED SIGNATURE

Heather L. Ogden

(NAME PRINTED OR TYPED)

Executed on April 17, 2017

NJPA Contract #: 030117-ARC

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**EXHIBIT B
Scope of Work**

PROJECT

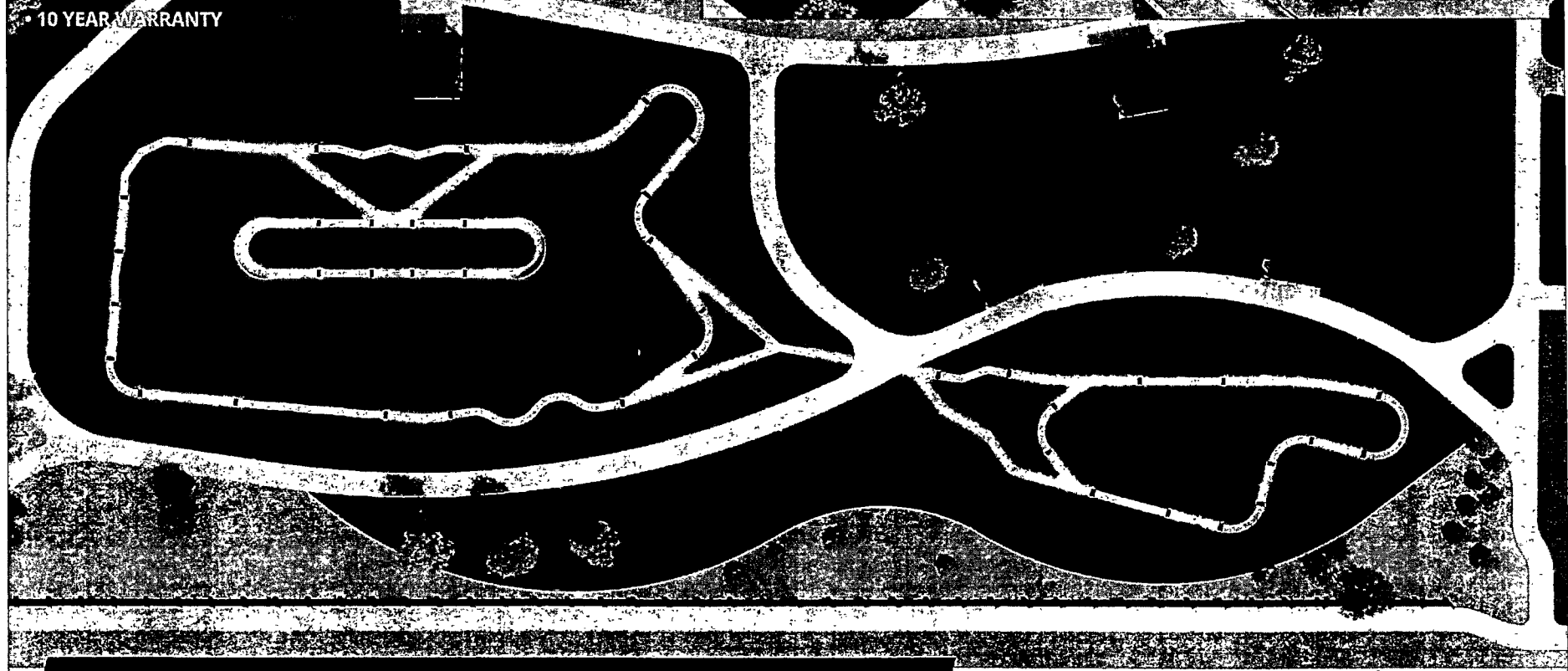
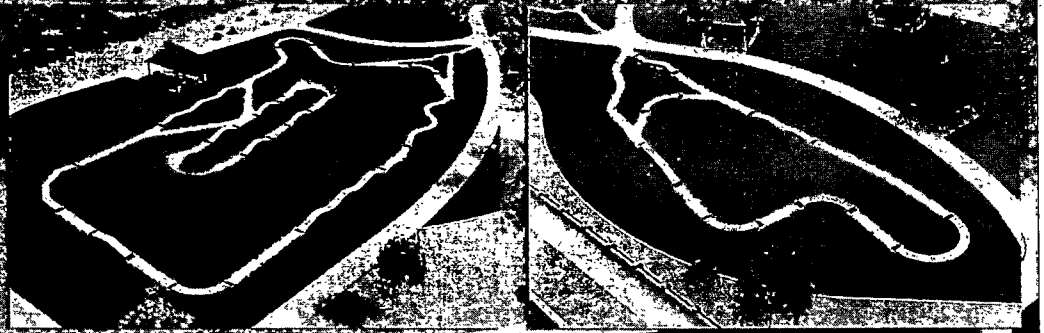
Contractor to provide community engagement meetings, site review, design webinar revisions, revised cost estimates, material quantities, deliverables, fabrication, material delivery, construction, assembly, walkthrough, and closing documents for the Foothills Regional Park Bike Park



Glendale, AZ

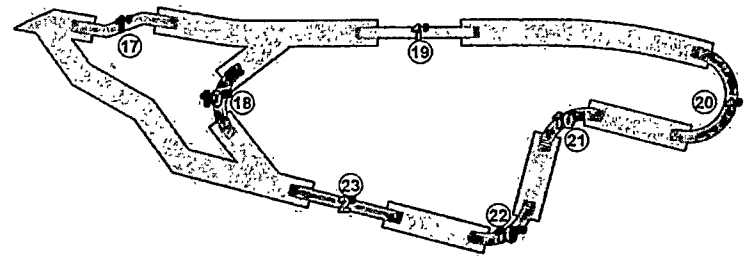
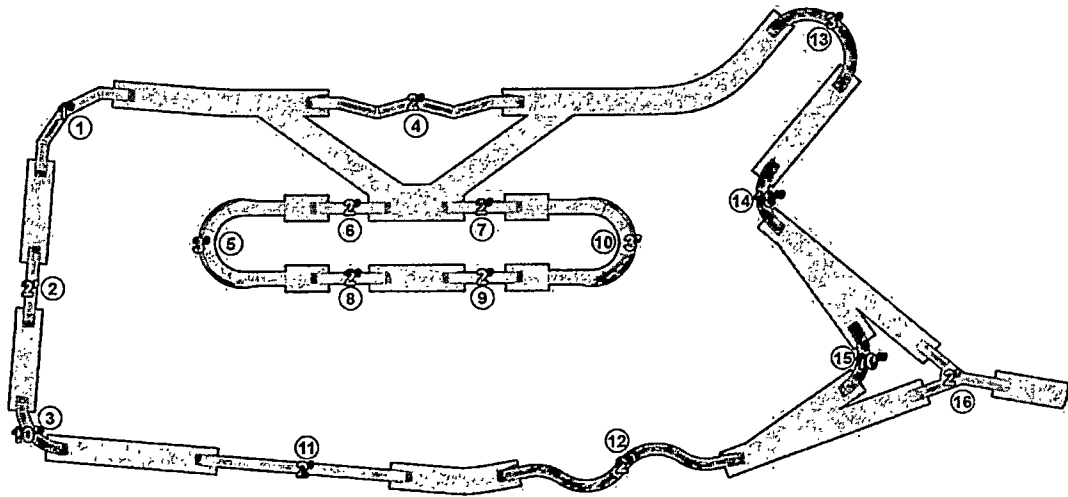
pbr0196

- LASER CUT STEEL FRAMEWORK
- STAINLESS STEEL HARDWARE
- FASTENER FREE RIDING SURFACE
- 10 YEAR WARRANTY

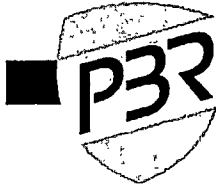


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FOB	Design #	Quote #
Glendale, AZ	PBR0106	Q21778

Item #	Equipment	Height	Width	Length	Price
1	Zig Zag 90 Deg Corner	1'	2.5'	21.9'	\$4,650.48
2	A-Frame (11 Deg)	2'	2.5'	19'	\$1,986.36
3	90 Deg Turn	10"	2.5'	12.8'	\$1,771.28
4	Zig Zag Center	2'	2.5'	50.8'	\$7,387.72
5	Mason Pumptrack	3'	20.5'	20'	\$30,018.40
6	Roller	2'	2.5'	18.7'	\$2,279.80
7	Roller	2'	2.5'	18.7'	\$2,279.80
8	Roller	2'	2.5'	18.7'	\$2,279.80
9	Roller	2'	2.5'	18.7'	\$2,279.80
10	Mason Pumptrack	3'	20.5'	20'	\$30,018.40
11	Triple Roller (2'P, 0'V)	2'	2.5'	50.7'	\$6,259.88
12	Snake Ladder	2'	2.5'	57.3'	\$6,909.96
13	180 Deg Turn	1'	2.5'	22.5'	\$3,481.04
14	90 Deg Turn	10"	2.5'	12.8'	\$1,771.28
15	90 Deg Turn	10"	2.5'	12.8'	\$1,771.28
16	The Y	2'	2.5'	25.4'	\$5,368.92
17	Zig Zag Short (30 Deg)	1'	2.5'	24.2'	\$3,308.28
18	90 Deg Turn	10"	2.5'	12.8'	\$1,771.28
19	Double Roller (1'P, 0'V)	1'	2.5'	28.7'	\$3,780.08
20	180 Deg Turn	1'	2.5'	22.5'	\$3,481.04
21	90 Deg Turn	10"	2.5'	12.8'	\$1,771.28
22	90 Deg Turn	10"	2.5'	12.8'	\$1,771.28
23	Straight Ladder (11 Deg)	2'	2.5'	27'	\$2,927.72
	Subtotal				\$107,885.18
	Sales Tax – 9.2%				\$9,925.44
	Freight				Free
	Full Installation				\$11,560.45
	Total				\$129,371.07

Notes:

- For supervised community build in lieu of full installation, deduct 50% from installation.
- If your project is subject to prevailing wage or bonding requirements call for revised quote.

Purchase through our competitively bid government NJPA contract.

WE LOOK FORWARD TO BUILDING YOU A GREAT PARK!

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EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

Purchase order not to exceed \$140,000

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 \$140,000 annually or \$140,000 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

Contractor to provide flexible design package that is receptive to public input. The initial design will have the components listed below, but the contractor remains flexible during the design phase to ensure public input and ideas are implemented.

Item #	Equipment	Height	Width	Length
1	Zig Zag 90 Deg Corner	1'	2.5'	21.9'
2	A-Frame (11 Deg)	2'	2.5'	19'
3	90 Deg Turn	10"	2.5'	12.8'
4	Zig Zag Center	2'	2.5'	50.8'
5	Mason Pumptrack	3'	20.5'	20'
6	Roller	2'	2.5'	18.7'
7	Roller	2'	2.5'	18.7'
8	Roller	2'	2.5'	18.7'
9	Roller	2'	2.5'	18.7'
10	Mason Pumptrack	3'	20.5'	20'
11	Triple Roller (2'P, 0'V)	2'	2.5'	50.7'
12	Snake Ladder	2'	2.5'	57.3'
13	180 Deg Turn	1'	2.5'	22.5'
14	90 Deg Turn	10"	2.5'	12.8'
15	90 Deg Turn	10"	2.5'	12.8'
16	The Y 2'	2.5'	25.4'	
17	Zig Zag Short (30 Deg)	1'	2.5'	24.2'
18	90 Deg Turn	10"	2.5'	12.8'
19	Double Roller (1'P, 0'V)	1'	2.5'	28.7'
20	180 Deg Turn	1'	2.5'	22.5'
21	90 Deg Turn	10"	2.5'	12.8'
22	90 Deg Turn	10"	2.5'	12.8'
23	Straight Ladder (11 Deg)	2'	2.5'	27'
Subtotal				\$107,885.18

Freight	Free
Full Installation	\$11,560.45
Total	\$119,445.63