

COOPERATIVE PURCHASE CONTRACT

Contract No. 2024-41

This Cooperative Purchase Contract is made and entered into this _____ day of _____, 20____ by and between the City of Flagstaff, Arizona, a political subdivision of the State of Arizona ("City") and Pueblo Mechanical and Controls, LLC, an Arizona Limited Liability Company ("Contractor").

RECITALS:

- A. Contractor is a fully authorized vendor of chiller and boiler maintenance and repair services;
- B. The Mohave Educational Services Cooperative, Procurement Department, Public Sector conducted a competitive and open procurement process through Request for Qualifications Solicitation No. 19F-0808 that resulted in Contract No. 19F-PMAC2-0904 with Contractor ("Agency Contract"); and
- C. The City has authority to enter into a cooperative purchase contract with Contractor utilizing the Agency Contract.

AGREEMENT:

NOW THEREFORE, in consideration for the mutual promises contained herein, the Parties agree:

1. Materials and or Services Purchased: Contractor shall provide to the City the materials and or services, as specified in the Scope of Work attached as Exhibit A, and in accordance with the Agency Contract. A general description of materials and/or services being purchased is:

CITY OF FLAGSTAFF LIBRARY BOILER & PUMP UPGRADES

2. Specific Requirements of City: Contractor shall comply with all specific purchase and delivery requirements and/or options of City, as specified in the Scope of Work attached as Exhibit A and incorporated by reference.
3. Payment: Payment to Contractor for the materials and or services provided for **three hundred forty-nine thousand eight hundred eighty-five dollars and twenty-three cents (\$349,885.23), in addition to other fees and taxes**; made in accordance with the price list and terms set forth in the Agency Contract.
4. Terms and Conditions of Agency Contract Apply: All provisions of the Agency Contract documents attached as Exhibit B, including any amendments, are incorporated in and shall apply to this Contract as though fully set forth herein. Contractor is responsible for promptly notifying City in writing of any changes to the Agency Contract, including, specifically changes in price for materials and/or services.
5. Certificates of Insurance: All insurance provisions of the Agency Contract shall apply, including any requirement to name the City as an additional insured. Prior to commencing performance under this Contract, Contractor shall furnish City with a copy of the current Certificate of Insurance required by the Agency Contract.

6. Term: This Cooperative Purchase Contract shall commence upon execution by the Parties and shall continue until expiration or termination of the underlying Agency Contract, unless sooner terminated by City in writing.
7. Renewal: This Cooperative Purchase Contract shall be automatically renewed if the underlying Agency Contract is renewed, for the same renewal period, unless City provides advance written notice to Contractor of its intention to non-renew.

PUEBLO MECHANICAL & CONTROLS, LLC:

By: _____

Title: _____

CITY OF FLAGSTAFF

By: _____

Title: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney's Office

Last Updated July 20,2023

EXHIBIT A
SCOPE OF WORK
(attached)

1. Flagstaff City Hall Boiler and Pump Upgrades PROPOSAL # 20-003939

EXHIBIT B
AGENCY CONTRACT
(attached)

1. Agency Contract Package 19F-PMAC2-0904
2. Contract Amendment Summary
3. Contract Pricing