

COOPERATIVE PURCHASE CONTRACT

Contract No. 2024-167

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 Carollo Engineers, Inc., an Arizona Corporation ("Contractor").

RECITALS:

- A. Contractor is a fully authorized vendor of On-Call Civil Engineering Services;
- B. The Arizona Department of Administration (ADOA) conducted a competitive and open procurement process through Request for Qualifications BPM004132 that resulted in Contract No. CTR058871 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 as follows:

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:

On-Call Civil Engineering Services Fort Tuthill Pump House #2

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 not to exceed **FOUR HUNDRED, NINETY-NINE THOUSAND, NINE HUNDRED AND EIGHTY-EIGHT DOLLARS AND ZERO CENTS (\$499,988.00)** made in accordance with the price list and terms set forth in the Agency Contract. Any price adjustment must be approved by mutual written consent of the parties through a formal amendment. The City Manager or his/her designee (the Purchasing Director) may approve an amendment if the amendment price increase is less than \$100,000; otherwise, City Council approval is required.
4. Certificates of Insurance: All insurance provisions of the Agency Contract shall apply. Prior to receiving a Notice to Proceed, Contractor shall furnish the City with a copy of the current Certificate of Insurance and corresponding endorsements naming the "City of Flagstaff" as an additional insured.
5. 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.

6. 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.
7. Notice: Any formal notice required under the Contract shall be in writing and sent by certified mail and email as follows:

To the City:

Justin Emerick
Project Manager
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
JEmerick@flagstaffaz.gov
928-607-2541

To Contractor:

Brian Bernard, P.E*, MBA
Project Manager/Associate Vice President
Carollo Engineers
4600 East Washington Street, Suite 500
Phoenix, Arizona 85034
bbernard@carollo.com
D 602-474-4268 / M 602-390-4674

With a copy to:

Emily Markel
Purchasing Manager
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
EMarkel@flagstaffaz.gov
928-213-2276

(Signature lines on following page)

9. Authority: Each Party warrants that it has authority to enter into the Contract and perform its obligations hereunder, and that it has taken all actions necessary to enter into the Contract.

CAROLLO ENGINEERS:

By: _____

Title: _____

CITY OF FLAGSTAFF

By: _____

Title: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney's Office

Notice to Proceed issued: _____, 20__

Last Updated May 15, 2024

EXHIBIT A
SCOPE OF WORK
(attached)

- 1. Fort Tuthill Pump House Scope of Work (17 pages)**

EXHIBIT B
AGENCY CONTRACT
(attached)

1. ADOA Contract No. #CTR058871 (100 pages)
2. ADOA Contract No. #CTR058871 Supporting Documents (10 pages)