

COOPERATIVE PURCHASING AGREEMENT

Pinal County Job Order Contract (“JOC”) No. 234128ROQ

This Cooperative Purchasing Agreement (“Agreement”) is made and entered into by and between Lake Havasu City, Arizona, a municipal corporation, (“City”) and Cactus Asphalt, a Division of Cactus Transport, Inc., an Arizona Corporation (“Contractor”), each individually referenced as the “Party” and collectively referenced as the “Parties.” The Parties agree as follows:

1. Contractor contracted with Pinal County to provide Asphalt Maintenance and Repair Services under Job Order Contract (“JOC”) No. 234128ROQ (“Cooperative Purchasing Contract”). Under A.R.S. §§ 41-2631, *et seq.* and Lake Havasu City Code § 3.10.010.3(A)(1), City may utilize cooperative purchasing contracts and engage contractors under the same terms without additional competitive process.

2. Scope of Work.

2.1 Contractor agrees to perform projects related to Asphalt Maintenance and Repair Services on various streets throughout Lake Havasu City as described in the Cooperative Purchasing Contract documents attached as **Exhibit A** and incorporated herein by reference. As used in this Agreement, all references to Pinal County shall mean Lake Havasu City, Arizona.

2.2 Contractor agrees to comply with all specific requirements and options of City, as specified in the attached **Exhibit B** incorporated herein by reference.

2.3 The maximum amount of an individual job order issued under this Agreement will be \$1,000,000 pursuant to A.R.S. § 34-605(F)(1).

2.4 The City Manager approves individual job orders up to \$50,000. The City Council awards individual job orders greater than \$50,000.

2.5 Job Orders: During the term of this Agreement, work will be performed through issuance of individual job task orders. Each job task order, initiated by the City, is defined cooperatively by the City and Contractor. Scope, schedule, price, issuance of bonds, and amount of liquidated damages (if applicable) are agreed upon in an executed Job Task Order Proposal prior to proceeding with the work.

2.6 Ceiling Price: The City will take appropriate care to ensure the Contractor is controlling cost and labor efficiently, both while reviewing individual Job Task Order Proposals and when inspecting job sites. Each individual Job Task Order Proposal shall include a “Guaranteed Maximum Price (GMP)” that the Contractor cannot exceed without prior written approval.

3. Payment. Total contract price to be paid under this Agreement is contingent upon funds being appropriated or budgeted for each Fiscal Year. Payment to the Contractor for the services,

materials and/or equipment provided, shall be made in accordance with the price list and terms set forth in the Cooperative Purchasing Contract and per purchase order.

4. Terms of Cooperative Purchasing Contract Apply. All provisions of the Cooperative Purchasing Contract documents, including any amendments, are incorporated in and shall apply to this Agreement as though fully set forth herein, except as otherwise provided for in this Agreement.

5. Agreement Term and Renewal. If funds for this Agreement are not appropriated or budgeted annually, City may terminate this Agreement by giving written notice to Contractor. Otherwise, the term of this Agreement shall commence upon approval and continue through June 27, 2024, with an option of the City to renew for four (4) additional one (1) year terms. If this Agreement is renewed, the Agreement Rate Schedule shall be adjusted as provided for in the Cooperative Purchasing Contract. The City Purchasing Representative is authorized to approval a renewal amendment provided that: (1) the original prices remain in effect during the Renewal Term; or (2) the annual average contract unit pricing does not increase more than 7.5%, or the contract pricing is adjusted under the terms and conditions of the Cooperative Purchasing Contract. Any renewal shall be contingent on funds being appropriated or budgeted for the renewal term.

6. Certificates of Insurance. All insurance provisions of the Cooperative Purchasing Contract shall apply, including without limitation, the requirement to name the City as an additional insured. Prior to commencing work under this Agreement, Contractor shall furnish the City with Certificates of Insurance, or formal endorsements as required by the Agreement, issued by the Contractor’s insurer as evidence that policies providing the required coverages, conditions and limits required by the Cooperative Purchasing Contract are in full force and effect.

7. Signatures.

LAKE HAVASU CITY:

CONTRACTOR:

By: _____
City Manager Date

By: _____
Date

Title: _____

APPROVED AS TO FORM:

City Attorney Date

EXHIBIT A
COOPERATIVE PURCHASING CONTRACT DOCUMENTS

Contractor shall include and comply with the provisions of the contract and pricing documents as maintained online at: <https://pinalcountyaz.bonfirehub.com/publicContracts/146726#!/> (as screen captured as of 1/29/24 inserted below), as contracted through and awarded Pinal County. The terms of the online contract and pricing documents are incorporated and made a part of this Agreement by reference, and as amended.

1. Website Link to Cooperative Job Order Contract Documents as of 1/29/24 (1 page).



Screen Capture.pdf

2. Job Order Contract (“JOC”) No. 234128ROQ (68 pages)



234128ROQ - Cactus
Asphalt Complete Cor

3. Job Order Contract (“JOC”) No. 234128ROQ, Exhibit B - Contract Pricing (4 pages)



Exhibit B - Pricing -
Cactus.pdf

EXHIBIT B
SPECIFIC REQUIREMENTS/OPTIONS OF CITY

1. Individual Job Task Order Proposals must be submitted in the format as shown on the attached Example Form 1. All references within to Job Order Proposal, Task Order Proposal, or Job Task Order Proposal shall mean the same.

2. Notices: All notices required under the Agreement shall be sent to:

Procurement Official
Lake Havasu City
2330 McCulloch Blvd N
Lake Havasu City, AZ 86403

Copy to:
City Attorney
2330 McCulloch Blvd. N.
Lake Havasu City, AZ 86403

3. Delivery Location: per Individual Job Task Order.

4. All references to Contractor's compliance with Pinal County ordinance, charter and/or rules and regulations of its political entity that are not compliance requirements with Lake Havasu City's ordinance, and/or rules and regulations of its political entity shall be waived in the Cooperative Purchasing Contract.

5. Governing Law. The provisions of this Agreement shall be construed in accordance with the laws of the State of Arizona and the provisions of the Lake Havasu City Municipal Code. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in Mohave County, Arizona. In the event of litigation in a U.S. District Court, exclusive venue shall lie in the U.S. District Court located in Phoenix, Maricopa County, Arizona. As used in this Agreement, all references to litigation venues in different counties and states shall lie exclusively as states herein.

**EXAMPLE FORM 1
CONTRACTOR'S JOB TASK ORDER PROPOSAL**



Request for Task
Order Proposal.pdf