

COOPERATIVE PURCHASING AGREEMENT

Mohave County Job Order Contract (“JOC”) No. 20PS19-01

This Cooperative Purchasing Agreement (“Agreement”) is made and entered into by and between Lake Havasu City, Arizona, a municipal corporation, (“City”) and Desert Construction 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 Mohave County to provide earthworks and channel maintenance under Job Order Contract (“JOC”) No. 20PS19-01 (“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 London Bridgewater Channel dredging and maintenance, emergency wash bank stabilization, and other wash maintenance 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 Mohave 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 orders. Each job 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 Order Proposal prior to proceeding with the work. Job Order Proposals that contain unauthorized exceptions, conditions, limitations, or provisions in conflict with the terms of this Agreement or the City’s project-specific requirements, are hereby expressly declared null and void and shall be of no force and effect.

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 Order Proposals and when inspecting job sites. Each individual Job Order Proposal shall include a “Guaranteed Maximum Price (GMP)” that the Contractor cannot exceed without prior written approval.

2.7 Work Initiation. Work shall be performed in accordance with the approved Job Order Proposal and shall not commence until a Notice to Proceed has been issued by the City.

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, Job Order Proposal, 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 May 2, 2023 with an option of the City to renew for three (3) 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 Manager is authorized to approve a renewal amendment provided that the Agreement amendment is 5% or less of the Agreement amount and not more than \$50,000 for all Agreement amendments approved for the Agreement. 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 contract unit pricing does not increase, 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.

[Signatures on following page]

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://www.mohave.gov/ContentPage.aspx?id=125&id=125&cid=1544&page=1&rid=2351&group=4> (as screen captured as of October 27, 2022 inserted below), as contracted through and awarded by Mohave County. The terms of the online contract and pricing documents are incorporated and made a part of this Agreement by reference, and as amended.

**Contract No. 20PS19 (-01 thru -05) County of Mohave Job Order
Contract (JOC) Earthworks and Channel Maintenance**

Commencement Date: 05/03/2021

Awarded Firm(s): Desert Construction (-01), Lewis Equipment Services (-02), McCormick Construction (-03), Perco Rock (-04), Rummel Construction (-05)

Current Term End: 05/03/2023

Maximum Term End: 05/02/2025

Procurement Officer: Selena Leon

Attachments:

[20PS19-01 Executed Contract](#)
[20PS19-02 Executed Contract](#)
[20PS19-03 Executed Contract](#)
[20PS19-04 Executed Contract](#)
[20PS19-05 Executed Contract](#)
[20PS19-01 Contract Amendment One](#)
[20PS19-02 Contract Amendment One](#)
[20PS19-03 Contract Amendment One](#)
[20PS19-04 Contract Amendment One](#)
[20PS19-05 Contract Amendment One](#)

1. Job Order Contract (“JOC”) No.20PS19-02 (108 pages)



Exhibit A-1

EXHIBIT B
SPECIFIC REQUIREMENTS/OPTIONS OF CITY

1. Individual Job Order Proposal (attached as Example Form 1): per purchase order.
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. All references to Contractor's compliance with Mohave 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.
4. 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.
5. Forced Labor of Ethnic Uyghurs Certification. Contractor certifies that it does not currently, and agrees for the duration of the Agreement 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; or (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. If Contractor becomes aware it is not in compliance with this certification, it shall notify the City within five business days after becoming aware. This Agreement will terminate upon failure to remedy the noncompliance within 180 days of the notification. (A.R.S. § 35-394)

EXHIBIT B-1 SPECIFIC REQUIREMENTS/OPTIONS OF CITY

Form 1 - Individual Job Order Proposal EXAMPLE

<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; font-size: 8pt;">LAKE HAVASU CITY PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION 900 LONDON BRIDGE ROAD (86404) 7700 W. C. CAVALLARO BOULEVARD N. (86403) LAKE HAVASU CITY, ARIZONA</td> <td style="width: 50%; font-size: 8pt;">COOPERATIVE PURCHASE AGREEMENT 500797 PROJECT MANAGER (PRIMARY CONTACT): NAME EMAIL: ADD EMAIL ADDRESS HERE (978) RDD PH 508 PROCUREMENT OFFICER: LYNETTE SINGLETON EMAIL: ADD EMAIL ADDRESS HERE (978) (978) 433-4188</td> </tr> </table> <p style="text-align: center;">WATER SYSTEM MAINTENANCE SERVICES, MATERIALS, OR EQUIPMENT</p> <p style="text-align: center;"><u>CONTRACTOR'S JOB ORDER PROPOSAL</u></p> <p style="text-align: center;">Page 1 of 2</p> <p>Job Number: _____</p> <p>Job Name: _____</p> <p>Job Location: _____</p> <p>Job Address: _____</p> <p>Job Description: _____</p> <p>From: Longitude N _____ To: Longitude N _____ Latitude W _____ Latitude W _____</p> <p>Contractor's Company Name: _____</p> <p>Contractor's Address: _____</p> <p>Phone/Fax: _____</p> <p>Email Address: _____</p> <p>Contact Person/Telephone: _____</p> <p>License Number: _____</p> <p>Work description by using the standard work activity items and estimated quantities:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p><i>(Use additional sheets as required)</i></p> <p>Performance standards, including required resources, crew size, equipment, material needs, work method, average daily production rate and optional notes:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p><i>(Use additional sheets as required)</i></p>	LAKE HAVASU CITY PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION 900 LONDON BRIDGE ROAD (86404) 7700 W. C. CAVALLARO BOULEVARD N. (86403) LAKE HAVASU CITY, ARIZONA	COOPERATIVE PURCHASE AGREEMENT 500797 PROJECT MANAGER (PRIMARY CONTACT): NAME EMAIL: ADD EMAIL ADDRESS HERE (978) RDD PH 508 PROCUREMENT OFFICER: LYNETTE SINGLETON EMAIL: ADD EMAIL ADDRESS HERE (978) (978) 433-4188	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; font-size: 8pt;">LAKE HAVASU CITY PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION 900 LONDON BRIDGE ROAD (86404) 7700 W. C. CAVALLARO BOULEVARD N. (86403) LAKE HAVASU CITY, ARIZONA</td> <td style="width: 50%; font-size: 8pt;">COOPERATIVE PURCHASE AGREEMENT XXXX PROJECT MANAGER (PRIMARY CONTACT): NAME EMAIL: ADD EMAIL ADDRESS HERE (978) RDD PH 508 PROCUREMENT OFFICER: LYNETTE SINGLETON EMAIL: ADD EMAIL ADDRESS HERE (978) (978) 433-4188</td> </tr> </table> <p style="text-align: center;"><u>CONTRACTOR'S TASK ORDER PROPOSAL</u></p> <p style="text-align: center;">Page 2 of 2</p> <p>Time Schedule: _____</p> <p>_____</p> <p>Detailed Itemized Cost Breakdown Based on Approved Fee Schedule:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p><i>(Use additional sheets as required)</i></p> <p>Estimated "not-to exceed" cost: \$ _____ Dollars</p> <p>Date: _____</p> <p>Contractor's Printed Name and Signature _____</p> <p>Authorization and Notice to Proceed by Lake Havasu City, City Manager, or designee:</p> <p>Date: _____</p> <p>Signature: <u>Jess Kaudron, City Manager</u> or designee</p>	LAKE HAVASU CITY PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION 900 LONDON BRIDGE ROAD (86404) 7700 W. C. CAVALLARO BOULEVARD N. (86403) LAKE HAVASU CITY, ARIZONA	COOPERATIVE PURCHASE AGREEMENT XXXX PROJECT MANAGER (PRIMARY CONTACT): NAME EMAIL: ADD EMAIL ADDRESS HERE (978) RDD PH 508 PROCUREMENT OFFICER: LYNETTE SINGLETON EMAIL: ADD EMAIL ADDRESS HERE (978) (978) 433-4188
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