



**CITY OF FORT WORTH  
COOPERATIVE PURCHASE AGREEMENT**

This **Cooperative Purchase Agreement** (“**Agreement**”) is entered into by and between Mid-Continental Restoration Co., Inc, (“**Vendor**”) and the **City of Fort Worth**, (“**City**”), a Texas home rule municipality.

The Cooperative Purchase Agreement includes the following documents which shall be construed in the order of precedence in which they are listed:

1. This Cooperative Purchase Agreement;
2. Exhibit A – Seller’s Quote, Scope of Services or Purchase Order;
3. Exhibit B – Cooperative Agency Contract (e.g., NJPA, DIR, BuyBoard); and
4. Exhibit C – Conflict of Interest Questionnaire.

Exhibits A, B, and C which are attached hereto and incorporated herein, are made a part of this Agreement for all purposes. Vendor agrees to provide City with the services and goods included in Exhibit A pursuant to the terms and conditions of this Cooperative Purchase Agreement, including all exhibits thereto. If any provisions of the attached documents, conflict with the terms herein, are prohibited by applicable law, conflict with any applicable rule, regulation or ordinance of City, the terms in this Agreement shall control

City shall pay Vendor in accordance with the fee schedule in Exhibit A and in accordance with the provisions of this Agreement. Total payment made under this Agreement for the first year by City shall be in the amount of Seven Hundred and Seventy-Seven, Eight Hundred and Twenty Five Dollars (\$777,825.00). Vendor shall not provide any additional items or services or bill for expenses incurred for City not specified by this Agreement unless City requests and approves in writing the additional costs for such services. City shall not be liable for any additional expenses of Vendor not specified by this Agreement unless City first approves such expenses in writing.

The term of this Agreement shall be for one year beginning on execution of the agreement and ending on upon completion of the capital renovation project or one-year from the execution date, which every comes first. City shall be able to renew this agreement for [No renewals- capital project only- delete sentence] one-year renewal options by written agreement of the parties.

Vendor agrees that City shall, until the expiration of three (3) years after final payment under this Agreement, or the final conclusion of any audit commenced during the said three years, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers and records, including, but not limited to, all electronic records, of Vendor involving transactions relating to this Agreement at no additional cost to City. Vendor agrees that City shall have access during normal working hours to all necessary Vendor facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. City shall give Vendor reasonable advance notice of intended audits.

Notices required pursuant to the provisions of this Agreement shall be conclusively determined to have been delivered when (1) hand-delivered to the other party, its agents, employees, servants or representatives, (2) delivered by facsimile with electronic confirmation of the transmission, or (3) received by the other party by United States Mail, registered, return receipt requested, addressed as follows:

<p><b>To CITY:</b></p> <p>City of Fort Worth  Attn: [William Johnson, Assistant City Manager  200 Texas Street  Fort Worth, TX 76102-6314  Facsimile: (817) 392-8654</p> <p>With copy to Fort Worth City Attorney's Office at same address</p>	<p><b>To VENDOR:</b></p> <p>Mid-Continental Restoration Co., Inc.  [Randy Hughes, Project Manager  Project Manager  5125 NE Parkway Fort Worth, TX 76106  Facsimile: [817-656-4764</p>
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The undersigned represents and warrants that he or she has the power and authority to execute this Agreement and bind the respective Vendor.

**CITY OF FORT WORTH:**

<p>By: _____  Name: [William Johnson  Title: Assistant City Manager</p> <p>Date: [September 27, 2022</p> <p><b>APPROVAL RECOMMENDED:</b></p> <p>By: _____  Name: [IMike Crum  Title: [Director, Public Events Dept.</p> <p><b>ATTEST:</b></p> <p>By: _____  Name: [Jannette Goodall  Title: City Secretary</p>	<p><b>CONTRACT COMPLIANCE MANAGER:</b>  By signing I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements.</p> <p>By: _____  Name: [Keith Chisolm  Title: [Capital Project Manager</p> <p><b>APPROVED AS TO FORM AND LEGALITY:</b></p> <p>By: _____  Name: [Tyler Wallach  Title: Assistant City Attorney</p> <p><b>CONTRACT AUTHORIZATION:</b>  <b>M&amp;C:</b> [INSERT NO. OR N/A]</p>
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**VENDOR:**

<p>[Mid-Continental Restoration, Co., Inc.</p> <p>By: _____  Name: [Randy Hughes  Title: [Project Manager</p>
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Date: [September 27, 2022]