

**FIRST AMENDMENT  
TO  
COOPERATIVE PURCHASING AGREEMENT  
BETWEEN  
THE TOWN OF FOUNTAIN HILLS  
AND  
VINCON ENGINEERING CONSTRUCTION, LLC**

THIS FIRST AMENDMENT TO COOPERATIVE PURCHASING AGREEMENT (this “First Amendment”) is entered into as of January 7, 2016, between the Town of Fountain Hills, an Arizona municipal corporation (the “Town”), and Vincon Engineering Construction, LLC, an Arizona limited liability company (the “Contractor”).

**RECITALS**

A. After a competitive procurement process, the City of Chandler (“Chandler”) entered into Contract No. ST5-745-3435, dated October 24, 2014, as amended by that certain Amendment Number One dated October 26, 2015, and by that certain Amendment Number Two dated November 23, 2015, with the Contractor for the Contractor to provide concrete repair and maintenance (collectively, the “Chandler Contract”). A copy of Amendment Numbers One and Two are attached hereto as Exhibit 1 and incorporated herein by reference.

B. The Town and the Contractor entered into a Cooperative Purchasing Agreement dated September 14, 2015, based upon the Chandler Contract (the “Initial Agreement”), for the Contractor to provide the Town with concrete repair and maintenance (the “Materials and Services”).

C. The Initial Agreement was modified by Change Order No. One, dated October 16, 2015, to purchase additional Materials and Services and increase Contractor’s compensation. The Initial Agreement and Change Order No. One are collectively referred to herein as the “Agreement.” All capitalized terms not otherwise defined in this First Amendment have the same meanings as contained in the Agreement.

D. The Town has determined that additional Materials and Services by the Contractor are necessary (the “Additional Materials and Services”).

E. The Town and the Contractor desire to enter into this First Amendment to (i) extend the term of the Agreement and (ii) provide for the cost of and purchase the Additional Materials and Services.

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the Contractor hereby agree as follows:

1. Term of the Agreement. The term of the Agreement is hereby extended and shall remain in full force and effect until November 30, 2016, unless terminated as otherwise provided pursuant to the terms and conditions of the Agreement.

2. Compensation. The Town shall increase the compensation to Contractor by \$30,000.00 for the Additional Materials and Services at the rates set forth in the Chandler Contract, resulting in an increase of the total compensation from \$15,973.00 to an aggregate amount not to exceed \$45,973.00.

3. Effect of Amendment. In all other respects, the Agreement is affirmed and ratified and, except as expressly modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

4. Non-Default. By executing this First Amendment, the Contractor affirmatively asserts that (i) the Town is not currently in default, nor has been in default at any time prior to this First Amendment, under any of the terms or conditions of the Agreement and (ii) any and all claims, known and unknown, relating to the Agreement and existing on or before the date of this First Amendment are forever waived.

5. Conflict of Interest. This First Amendment and the Agreement may be canceled by the Town pursuant to ARIZ. REV. STAT. § 38-511.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date and year first set forth above.

“Town”

TOWN OF FOUNTAIN HILLS,  
an Arizona municipal corporation

  
Grady E. Miller, Town Manager

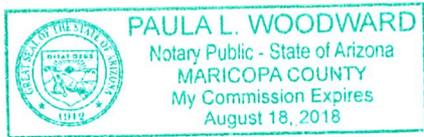
ATTEST:

  
Bevelyn J. Bender, Town Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA        )  
  ) ss.  
COUNTY OF MARICOPA    )

On January 11, 2016, 2016, before me personally appeared Grady E. Miller, the Town Manager of the TOWN OF FOUNTAIN HILLS, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the Town of Fountain Hills.



  
\_\_\_\_\_  
Notary Public

(Affix notary seal here)

**“Contractor”**

VINCON ENGINEERING CONSTRUCTION, LLC,  
an Arizona limited liability company

By: Allen

Name: JEFFREY A KERR

Title: MEMBER

(ACKNOWLEDGMENT)

STATE OF ARIZONA        )  
  ) ss.  
COUNTY OF MARICOPA    )

On December 18, <sup>15</sup>2016, before me personally appeared Jeffrey Kerr, the Member of VINCON ENGINEERING CONSTRUCTION, LLC, an Arizona limited liability company, whose identity was proven to me on the basis of satisfactory evidence to be the person who he/she claims to be, and acknowledged that he/she signed the above document on behalf of the limited liability company.



(Affix notary seal here)

[Signature]  
Notary Public

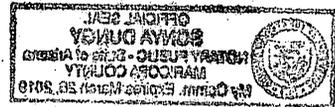


EXHIBIT 1  
TO  
FIRST AMENDMENT  
TO  
COOPERATIVE PURCHASING AGREEMENT  
BETWEEN  
THE TOWN OF FOUNTAIN HILLS  
AND  
VINCON ENGINEERING CONSTRUCTION, LLC

[Amendment Numbers One and Two]

See following pages.

18-2303

AMENDMENT NUMBER ONE,  
TO AGREEMENT BETWEEN THE CITY OF CHANDLER  
AND  
VINCON ENGINEERING CONSTRUCTION, LLC  
CONCRETE REPAIR & MAINTENANCE  
AGREEMENT NO. ST5-745-3435

This Amendment No. 1 to that certain Agreement between the City of Chandler (CITY) and VINCON ENGINEERING CONSTRUCTION, LLC (Contractor) for Concrete Repair & Maintenance dated, October 24, 2014 and is entered into this 26 day of October, 2015.

WHEREAS, the parties entered into contract for one year with provisions to extend for four (4) terms of one year each.

NOW THEREFORE, the parties agree as follows:

1. Section 4, Price, of the Agreement is hereby amended, increasing the annual spending limit by Three Hundred Fifty Thousand Dollars (\$350,000) for a revised not to exceed amount of Three Million Eight Hundred Fifty Thousand Dollars (\$3,850,000).
2. All other terms and conditions of the above referenced Contract shall remain unchanged and in full force and effect. All terms and conditions in the original Agreement not specifically amended herein shall be incorporated by reference in its entirety and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names this 26 day of October, 2015.

CITY OF CHANDLER:  
By: [Signature]  
Mayor

CONTRACTOR:  
By: [Signature]  
Title: MANAGER

APPROVED AS TO FORM:  
[Signature]  
City Attorney

ATTEST: (If corporation)  
[Signature]  
Secretary

ATTEST:  
[Signature]  
City Clerk

WITNESS: (If individual or Partnership)  
\_\_\_\_\_



cc 10/22/15 #29

18-2303

**AMENDMENT NUMBER TWO,  
TO AGREEMENT BETWEEN THE CITY OF CHANDLER  
AND  
VINCON ENGINEERING CONSTRUCTION, LLC  
CONCRETE REPAIR & MAINTENANCE  
AGREEMENT NO. ST5-745-3435**

This Amendment No. 2 to that certain Agreement between the City of Chandler (CITY) and **VINCON ENGINEERING CONSTRUCTION, LLC** (Contractor) for Concrete Repair & Maintenance dated, October 24, 2014 and is entered into this 23 day of November, 2015.

WHEREAS, the parties entered into contract for one year with provisions to extend for four (4) terms of one year each. This is the first renewal option.

NOW THEREFORE, the parties agree as follows:

1. Section 4, Price, of the Agreement is hereby amended, payable as set forth in Revised Exhibit A, for a total amount not to exceed Three Million Six Hundred Thousand Dollars (\$3,600,000) attached hereto and made a part hereof by reference.
2. Section 5 of the Agreement, as amended, extends the term of the agreement for a one-year period from December 1, 2015 through November 30, 2016.
3. All other terms and conditions of the above referenced Contract shall remain unchanged and in full force and effect. All terms and conditions in the original Agreement not specifically amended herein shall be incorporated by reference in its entirety and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names this 23 day of November, 2015.

CITY OF CHANDLER:

By: [Signature]  
Mayor

CONTRACTOR:

By: [Signature]

Title: MEMBER

APPROVED AS TO FORM:

[Signature]  
City Attorney

ATTEST: (If Corporation)

ATTEST:

[Signature]  
City Clerk

[Signature]  
Secretary  
WITNESS: (If individual or Partnership)

[SEAL]

cc 11-19-15