

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

THIS SECOND AMENDMENT TO COOPERATIVE PURCHASING AGREEMENT (this "Second Amendment") is entered into as of March 3, 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 Amendment Number One, dated October 26, 2015, and by Amendment Number Two, dated November 23, 2015, with the Contractor for the Contractor to provide concrete repair and maintenance (collectively, the "Chandler Contract").

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, and amended by that certain First Amendment on January 7, 2016, to purchase additional Materials and Services. The Initial Agreement, Change Order No. One and First Amendment are collectively referred to herein as the "Agreement." All capitalized terms not otherwise defined in this Second 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 Second Amendment to provide for the cost of and purchase the Additional Materials and Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and 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. Compensation. The Town shall increase the compensation to Contractor by \$14,500.00 for the Additional Materials and Services at the rates set forth in the Chandler

Contract, resulting in an increase of the total compensation from \$45,973.00 to an aggregate amount not to exceed \$60,473.00.

2. 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.

3. Non-Default. By executing this Second 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 Second 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 Second Amendment are forever waived.

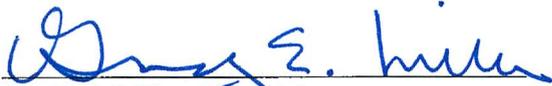
4. Conflict of Interest. This Second Amendment and the Agreement may be canceled by the Town pursuant to ARIZ. REV. STAT. § 38-511.

[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

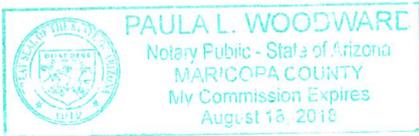
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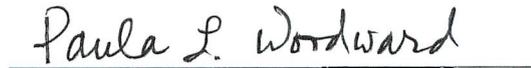

Bevelyn J. Bender, Town Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On March 7, 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: *Troy Colby*

Name: *Troy Colby*

Title: *MEMBER*

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On *February, 22*, 2016, before me personally appeared *Troy Colby*, 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.



[Signature]
Notary Public

(Affix notary seal here)