

## COOPERATIVE PURCHASE AGREEMENT

THIS AGREEMENT (The "Agreement") is made and entered into effective as of December 5, 2017 (the "Effective Date"), by and between the Town of Fountain Hills, Arizona, an Arizona municipal corporation ("Town"), and IMS Infrastructure Management Services, LLC, an Arizona Limited Liability Company ("Vendor"). The Town and the Vendor are sometimes referred to in this Agreement collectively as the "Parties" and each individually as a "Party."

### RECITALS:

WHEREAS, the Town requires Pavement Management Services (the "Services"); and

WHEREAS, the Services are available through a cooperative contract with the City of Goodyear; and

WHEREAS, The Parties wish to enter into an Agreement pursuant to the terms and conditions of that outside contract number 16-3432 and all subsequent revisions, between the City of Goodyear and the Vendor (the "Original Contract"). Such action is authorized under A.R.S. §41-2632. All capitalized terms used without definition in this Agreement shall have the definitions ascribed to them in the Original Contract.

### AGREEMENTS:

NOW, THEREFORE, for and in consideration of the foregoing Recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree to the terms of the Original Contract as follows:

1. Reaffirmation of Original Contract. The Original Contract shall remain in full force and effect, and all terms and conditions of the Original Contract are hereby incorporated by reference into this Agreement, creating an agreement identical in terms between the Town and the Vendor, except as otherwise provided for in this Agreement. In the event of any conflict between this Agreement and the Original Contract, the terms of this Agreement shall prevail. In the Original Contract, the terms "Goodyear" or "City" shall be deemed to be and refer to the Town, and the term "Contractor" shall be deemed to be and refer to the *Vendor* under this Agreement. The fees under this Agreement shall be in accordance with Quotation for Professional Services, Schedule A, attached hereto and incorporated herein by this reference].

2. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, binding on all of the Parties. The Parties agree that this Agreement may be transmitted between them via facsimile. The Parties intend

that the faxed signatures constitute original signatures and that a faxed agreement containing the signatures (original or faxed) of all the Parties is binding upon the Parties.

3. Compliance with Federal and State Laws.

3.1 The Vendor understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989.

3.2 Pursuant to the provisions of A.R.S. §41-4401, the Vendor warrants to the Town that the Vendor and all its subcontractors are in compliance with all Federal Immigration laws and regulations that relate to their employees and with the E-Verify Program under A.R.S. §23-214(A).

A breach of this warranty by the Vendor or any of its subcontractors will be deemed a material breach of this Contract and may subject the Vendor or subcontractor to penalties up to and including termination of this Contract or any subcontract.

The Town retains the legal right to inspect the papers of any employee of the Vendor or any subcontractor who works on this Contract to ensure that the Vendor or any subcontractor is complying with the warranty given above.

The Town may conduct random verification of the employment records of the Vendor and any of its subcontractors to ensure compliance with this warranty.

The Town will not consider the Vendor or any of its subcontractors in material breach of this Contract if the Vendor and its subcontractors establish that they have complied with the employment verification provisions prescribed by 8 USCA §1324(a) and (b) of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A). The "E-Verify Program" means the employment verification pilot program as jointly administered by the United States Department of Homeland Security and the Social Security Administration or any of its successor programs.

The provisions of this Article must be included in any contract the Vendor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor, vendor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

3.3 This Agreement is subject to cancellation for conflicts of interest pursuant to A.R.S. § 38-511.

3.4 Israel Boycott Provision. Vendor certifies to Town that it is not currently engaged in and agrees for the duration of the contract not to engage in a boycott of Israel as defined in A.R.S. § 35-393

4. **Contract Term and Renewal.** The term of this Agreement shall commence upon approval and continue through January 25, 2018, and may be renewed for a maximum of one (1) additional one (1) year term, at the Town's option. Any renewal term shall be contingent on funds being appropriated or budgeted for the renewal term.

5. All warranties, representations and indemnifications by *Vendor* shall survive the completion or termination of this Agreement.

6. **Notice.** All notices or demands required to be given, pursuant to the terms of this contract, shall be given to the other Party in writing, delivered in person, sent by facsimile transmission, deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested or deposited with any commercial air courier or express service at the addresses set forth below, or to such other address as the Parties may substitute by written notice, given in the manner prescribed in this paragraph.

Town: Town of Fountain Hills  
16705 E. Avenue of the Fountains  
Fountain Hills, AZ 85268  
Attn: Grady Miller, Town Manager  
Facsimile: (480) 837-3145

With a copy to: Dickinson Wright PLLC  
1850 N Central Avenue, Suite 1400  
Phoenix, Arizona 85004  
Att'n: Fredda J. Bisman, Esq.  
Facsimile: (602) 285-5100

Vendor: IMS Infrastructure Management Services LLC  
An Arizona Limited Liability Company  
1820 West Drake Drive, Ste. 104  
Tempe, Arizona 85283  
Facsimile: (480) 839-4348

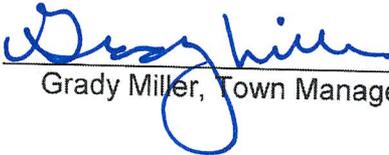
A notice shall be deemed received on the date delivered, if delivered by hand, on the day it is sent by facsimile transmission, on the second day after its deposit with any commercial air courier or express services or, if mailed, three (3) working days (exclusive of United States Post Office holidays) after the notice is deposited in the United States mail as above provided, and on the delivery date indicated on receipt, if delivered by certified or registered mail. Any time period stated in a notice shall be computed from the time the notice is deemed received. Notices sent by facsimile transmission shall also be sent by regular mail to the recipient at the above address. This requirement for duplicate notice is not intended to change the effective date of the notice sent by facsimile transmission.

E-mail is not an acceptable means for meeting the requirements of this section unless otherwise agreed in writing.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the Effective Date set forth above.

Town of Fountain Hills, an Arizona municipal corporation

Date: 12-5-17

By:   
Grady Miller, Town Manager

Attest:   
Bevelyn Bender, Town Clerk

Approved as to form:

By:   
Dickinson Wright PLLC  
Interim Town Attorneys

VENDOR:

By:   
Its: Member/Manager

**Town of Fountain Hills  
Pavement Management Services**

**Project Budget**

The detailed budget presented below is based on the IMS work plan and deliverables. It represents a realistic budget to complete the work, and we are confident we can maintain an on-time, on-budget approach to the assignment.

**Fountain Hills, AZ - 2017-19 Base Scope of Services**

Task	Activity	Quant	Units	Unit Rate	Total
<b>Project Initiation</b>					
1	Project Initiation & Kickoff Meeting	1	LS	\$3,250.00	\$3,250.00
2	Network Referencing & GIS Linkage	214	T-Mi	\$27.50	\$5,885.00
<b>Field Surveys</b>					
3	RST Mobilization/Calibration	1	LS	\$3,500.00	\$3,500.00
4	RST Field Data Collection (2-pass test Arterials; 1-pass others)	214	T-Mi	\$120.00	\$25,680.00
<b>Data Management</b>					
5	Data QA/QC, Processing, & Formatting	214	T-Mi	\$15.00	\$3,210.00
6	Develop Pavement Spreadsheet, Analysis & Report (IMS-hosted Lucity Software)	1	LS	\$9,000.00	\$9,000.00
7	Council Presentations	2	EA	\$3,500.00	\$7,000.00
8	Project Management	1	LS	\$3,720.00	\$3,720.00
9	New Client Discount	1	LS	(\$4,750.00)	(\$4,750.00)
10	IMSVue - IMS Hosted	1	LS	\$7,500.00	\$7,500.00
11	Lucity Reports w/ '18-'19 Updates (Town provides Rehabs, Inspections & GISIDs) w/IMSVue Fee	1	LS	\$6,000.00	\$6,000.00

<b>Project Sub-Total:</b>	<b>\$69,995.00</b>
---------------------------	--------------------

**Software Implementation Options - IMS Recommended Lucity\***

\* as used by Glendale, Gilbert, Goodyear, Paradise Valley, Peoria, Pinal County, Scottsdale)

<b>SO 1. <u>Lucity (Town Hosted, Staffed &amp; Maintained):</u></b>					
SO 1a	Assets & GIS Product Module - Install & Supply (2 Seats)	1	LS	\$13,000.00	\$13,000.00
SO 1b	Pavement Condition Data Load & GIS Integration	1	LS	\$8,000.00	\$8,000.00
SO 1c	Onsite Training & Remote Assistance (2 days/12 hours)	1	LS	\$6,500.00	<u>\$6,500.00</u>
				<b>Lucity SO 1 Total</b>	<b>\$27,500.00</b>
SO 1d	Annual Software Maintenance Fee: Eff. Year 2 (2 Seats)	1	LS	\$2,000.00	\$2,000.00

Thank you for considering IMS as a viable solution to your pavement management needs and we will strive to become an asset and extension of the Fountain Hills' staff and team. Optional services have been included on the following page. If any questions arise please do not hesitate to contact me at (480) 839-4347 or [jtourek@ims-rst.com](mailto:jtourek@ims-rst.com).

Regards,

**IMS Infrastructure Management Services, LLC**



Jim Tourek  
West Region Client Services Manager