

**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 October 6, 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, City of Chandler ("Chandler") entered into Contract No. ST5-745-3433, dated October 24, 2014, as amended by Amendment Number One, dated August 17, 2015, and Amendment Number Two, dated August 1, 2016, with the Contractor for the Contractor to provide asphalt rubber crack sealing (collectively, the "Chandler Contract"). 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 (the "Agreement"), based upon the Chandler Contract, for the Contractor to provide the Town with asphalt rubber crack sealing (the "Materials and Services"). All capitalized terms not otherwise defined in this First Amendment have the same meanings as contained in the Agreement.

C. The Town has determined that additional Materials and Services by the Contractor are necessary (the "Additional Materials and Services").

D. The Town and the Contractor desire to enter into this First Amendment to (i) extend the Term of Agreement and (ii) provide for the increase in compensation to the Contractor for 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. Term of the Agreement. The term of this 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 or the Chandler Contract. After the expiration of this renewal term, this Agreement may be renewed for up to three successive one-year terms (each, a "Renewal Term") if (i) it is deemed in the best interests of the Town, subject

to availability and appropriation of funds for renewal in each subsequent year, (ii) the term of the Chandler Contract has not expired or has been extended, (iii) at least 30 days prior to the end of the then-current term of this Agreement, the Contractor requests, in writing, to extend this Agreement for an additional one-year term and (iv) the Town approves the additional one-year term in writing (including any price adjustments approved as part of the Chandler Contract), as evidenced by the Town Manager's signature thereon, which approval may be withheld by the Town for any reason. The Contractor's failure to seek a renewal of this Agreement shall cause this Agreement to terminate at the end of the then-current term of this Agreement; provided, however, that the Town may, at its discretion and with the agreement of the Contractor, elect to waive this requirement and renew this Agreement. The initial term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

2. Compensation. For each Renewal Term, the Town shall pay Contractor an aggregate amount not to exceed \$50,000.00 for the Materials and Services at the unit rates as set forth in the Chandler Contract, resulting in an increase of the aggregate not-to-exceed compensation from \$15,000.00 to \$215,000.00.

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.

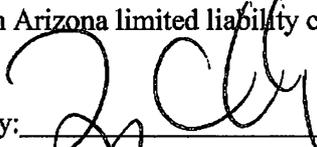
5. Israel. Consultant certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in, a "boycott" of Israel, as that term is defined in ARIZ. REV. STAT. § 35-393.

6. 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]

“Contractor”

VINCON ENGINEERING CONSTRUCTION, LLC,
an Arizona limited liability company

By: 

Name: Roy Corby

Title: MANAGING MEMBER

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On September 15, 2016, before me personally appeared Roy Corby, the MANAGING 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)

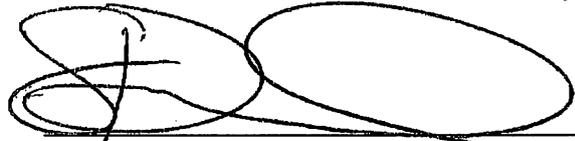

Notary Public

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

[Chandler Contract Amendments]

See following pages.

18-2008

RECEIVED

AUG 18 2015

VINCON, LLC

AMENDMENT NUMBER ONE
TO AGREEMENT BETWEEN THE CITY OF CHANDLER
AND
VINCON ENGINEERING CONSTRUCTION, LLC
ASPHALT RUBBER CRACK SEALING
AGREEMENT NO. ST5-745-3433

This Amendment No. 1 to that certain Agreement between the City of Chandler (CITY) and Vincon Engineering Construction, LLC (Contractor) for Asphalt Rubber Crack Sealing dated, October 24, 2014 and is entered into this 17 day of August, 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. Exhibit C to the CONTRACT is amended by removing the existing EXHIBIT C and replacing it with the attached Exhibit C, entitled "EXHIBIT C PRICING December 1, 2015 - November 30, 2016."
2. Section 4, Price of the Agreement, is hereby amended to read as follows: "PRICE: City shall pay to CONTRACTOR the unit price per lineal foot for arterial as well as residential streets as shown on Exhibit C, attached and made a part hereof by reference, in an aggregate amount not to exceed FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for the completion of all the work and services described herein, which sum shall include all costs or expenses incurred by CONTRACTOR, payable as set forth in Exhibit C, attached hereto and made a part hereof by reference."
3. 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.
4. Except as amended above, 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 their entirety and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names this 17 day of August, 2015.

CITY OF CHANDLER:

By: [Signature]
Mayor

CONTRACTOR:

By: [Signature]
Title: [Signature]

APPROVED AS TO FORM:

Cynthia Haglin for
City Attorney

ATTEST:

Mariel Pineda
City Clerk

ATTEST: (If corporation)

[Signature]
Secretary

WITNESS: (If individual or
Partnership)



**AMENDMENT NUMBER TWO,
TO AGREEMENT BETWEEN THE CITY OF CHANDLER
AND
VINCON ENGINEERING CONSTRUCTION, LLC
ASPHALT RUBBER CRACK SEALING
AGREEMENT NO. ST5-745-3433**

18-2302

This Amendment No. Two to that certain Agreement between the City of Chandler (CITY) and Vincon Engineering Construction, LLC (Contractor) for Asphalt Rubber Crack Sealing dated, October 24, 2014 and is entered into this 1 day of August, 2016.

WHEREAS, the parties entered into agreement for one year with provisions to extend for four (4) additional one-year terms.

NOW THEREFORE, the parties agree as follows:

1. Section 4, Price, of the Agreement is hereby amended, increasing the annual spending limit by \$250,000 for a revised not to exceed amount of \$750,000 for the term ending November 30, 2016.
2. All other terms, conditions and pricing of the above referenced Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names this 1 day of August, 2016.

CITY OF CHANDLER:

By: [Signature]
Mayor

CONTRACTOR:

By: [Signature]
Title: Member

APPROVED AS TO FORM:

[Signature]
City Attorney

ATTEST: (if corporation)

[Signature]
Secretary
Member

ATTEST:

[Signature]
City Clerk

WITNESS: (If individual or Partnership)



[SEAL]