

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

THIS THIRD AMENDMENT TO COOPERATIVE PURCHASING AGREEMENT (this "Third Amendment") is entered into as of September 15, 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, amended by that First Amendment on January 7, 2016, and by that Second Amendment on March 3, 2016, to purchase additional Materials and Services. The Initial Agreement, Change Order No. One, the First Amendment and the Second Amendment are collectively referred to herein as the "Agreement." All capitalized terms not otherwise defined in this Third 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 Third Amendment to 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. Compensation. The Town shall increase the compensation to Contractor by \$50,000.00 for the Additional Materials and Services at the rates set forth in the Chandler Contract, resulting in an increase of the aggregate not-to-exceed compensation from \$60,473.00 to \$110,473.00.

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 Third 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 Third 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 Third Amendment are forever waived.

4. Israel. Contractor 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.

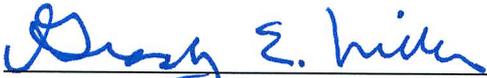
5. Conflict of Interest. This Third Amendment and the Agreement may be canceled by the Town pursuant to ARIZ. REV. STAT. § 38-511.

[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

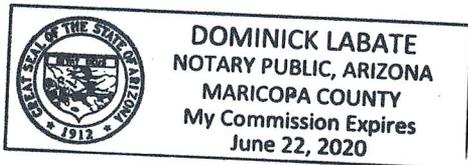
(ACKNOWLEDGMENT)

STATE OF ARIZONA        )  
  ) ss.  
COUNTY OF MARICOPA    )

On 9/16, 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)



*Handwritten signature*

*Handwritten signature*

DOMINICK LABATE  
NOTARY PUBLIC, ARIZONA  
MARICOPA COUNTY  
My Commission Expires  
June 25, 2020



