Contract No. 2017-079.4

FOURTH AMENDMENT
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
UTILITY CONSTRUCTION COMPANY, INC.

THIS FOURTH AMENDMENT TO COOPERATIVE PURCHASING AGREEMENT (this "Fourth Amendment") is entered into as of March 19, 2019, between the Town of Fountain Hills, an Arizona municipal corporation (the "Town") and Utility Construction Company, Inc., an Arizona corporation (the "Contractor").

RECITALS

A. After a competitive procurement process, the City of Peoria, Arizona entered into Contract No. ACON04216, dated February 12, 2016, as amended by Amendment No. 1, dated December 5, 2016, by Amendment No. 2, dated November 21, 2017, and by Amendment No. 3, dated November 28, 2018 (collectively, the "Peoria Contract"), with the Contractor for the Contractor to provide lighting maintenance and inspection services.

B. The Town and the Contractor entered into a Cooperative Purchasing Agreement dated April 20, 2017 (the "Initial Agreement"), and based upon the Peoria Contract, for the Contractor to provide lighting maintenance and inspection services (the "Materials and Services").

C. The Initial Agreement was amended by that First Amendment, dated May 15, 2017, by that Second Amendment, dated September 19, 2017, and by that Third Amendment, dated April 3, 2018. The Initial Agreement and First through Third Amendments are collectively referred to herein as the "Agreement." All capitalized terms not otherwise defined in this Fourth 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 this Fourth Amendment to provide for the increase in compensation to the Contractor for the Additional Services and Materials and to extend the term of the Agreement.

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 Agreement. The Term of the Agreement is hereby extended and shall remain in full force and effect until February 11, 2020, unless terminated as otherwise provided pursuant to the terms of the Agreement.

2. Scope of Work. Contractor shall provide the Additional Materials and Services (i) under the terms and conditions of the City Contract, (ii) as set forth in the Proposal, attached hereto as Exhibit A and incorporated herein by reference, and (iii) pursuant to instructions from the Town.

3. Compensation. The Town shall increase the compensation to Contractor by not more than $100,000.00 for the Additional Materials and Services at the rates set forth in the Peoria Contract and the Proposal, resulting in an increase of the aggregate not-to-exceed compensation from $162,508.88 to $262,508.88.

4. Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the Town:	Town of Fountain Hills 16705 East Avenue of the Fountains Fountain Hills, Arizona 85268 Attn: Grady E. Miller, Town Manager
With copy to:	Pierce Coleman PLLC 4711 East Falcon Drive, Suite 111 Mesa, Arizona 85215 Attn: Aaron D. Arnson, Town Attorney
If to Contractor:	Utility Construction Company, Inc. P.O. Box 1774 Gilbert, Arizona 85299 Attn: Bob Martin

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and

refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

5. 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.

6. Non-Default. By executing this Fourth Amendment, the Contractor affirmatively asserts that (i) the Town is not currently in default, nor has it been in default at any time prior to this Fourth 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 Fourth Amendment are forever waived.

7. 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," as that term is defined in Ariz. Rev. Stat. § 35-393, of Israel.

8. Conflict of Interest. This Fourth Amendment and the Agreement may be cancelled by the Town pursuant to Ariz. Rev. Stat. § 38-511.

[SIGNATURES ON FOLLOWING PAGES]

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

"**Town**"

TOWN OF FOUNTAIN HILLS,
an Arizona municipal corporation

CR
2/25/19

Grady E. Miller, Town Manager

ATTEST:

Elizabeth A. Burke, Town Clerk

APPROVED AS TO FORM:

Aaron D. Arnson, Town Attorney

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On April 16, 2019, 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.

RHONDA M. BRENNEMAN
Notary Public - State of Arizona
MARICOPA COUNTY
My Commission Expires June 30, 2019

Rhonda M. Brenneman
Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

"**Contractor**"

UTILITY CONSTRUCTION COMPANY, INC.
a(n) Arizona corporation

By: _____

Name: BOB MARTIN

Title: VICE PRESIDENT

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On FEBRUARY 19, 2019, before me personally appeared BOB MARTIN, the VICE PRESIDENT of UTILITY CONSTRUCTION COMPANY, INC., a(n) Arizona corporation, 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 corporation.

CHRISTOPHER O. HARPER
Notary Public - Arizona
Maricopa County
My Comm. Expires Sep 8, 2019

_____
Notary Public

(Affix notary seal here)

4824-2600-5896 v.1

EXHIBIT A
TO
COOPERATIVE PURCHASE AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
UTILITY CONSTRUCTION COMPANY, INC.

[Contractor's Proposal]

See following pages.

Utility Construction Company, Inc.

Arizona DOT DBE Contractor #20052947
City of Phoenix SBC / SBE Contractor
California DBE Contractor #37975
Nevada DBE Contractor #NV01244UCPN
New Mexico DBE Contractor
Texas DBE UCP Contractor

13 February 2017
REV 1 – 20 February 2017 – Revised for decreased light levels at Four Peaks Park.
REV 2 – 3 March 2017 – Revised to include complete pole replacement and updated labor quantities at Golden Eagle Park. Revised for decreased light levels at Desert Vista Park.

Town of Fountain Hills
Community Services Department
16705 E. Avenue of the Fountains
Fountain Hills, AZ 85268

Attn: Mr. Kevin Snipes
Supervisor of Parks
ksnipes@fh.az.gov
(480) 816-5178

Project ('Project'): Town of Fountain Hills
Outdoor Lighting LED Upgrade
City of Peoria Contract No. ACON04216A

Subject: Sports Field Lighting
Budgetary Pricing

Mr. Snipes,

Utility Construction Company, Inc. ('UCC') is submitting this letter to The Town of Fountain Hills ('Town') to provide budgetary pricing for upgrading existing sports field lighting from Metal Halide to LED. This proposal uses the pricing set forth by the cooperative purchase of UCC's Lighting Maintenance and Inspection Services with the City of Peoria, Contract No. ACON04216A.

1.0 Scope of Work

Budgetary pricing is to replace existing 1500W Metal Halide sports field lighting with new pole top LED luminaire assemblies at the following parks:

a. Golden Eagle Park
b. Four Peaks Park
c. Desert Vista Park

For more details on proposed LED replacements, please see the 3 attached proposals from MUSCO lighting.

Revision 1 – Updated Four Peaks MUSCO LED Materials package for lower light levels of 30/20, as opposed to original light level of 50/30. Included manufacturer life cycle cost analysis.

Revision 2 – Included entire pole assembly replacement for Golden Eagle Park to qualify for 25 year warranty. Updated Desert Vista Park for reduced light levels.

2.0 Budgetary Pricing

The following provides budgetary pricing for the estimated scope of work above:

Item	Description	Qnt	Unit	Price	Extended
1.0	**Golden Eagle Park**				
1.1	**MUSCO Materials Package**	**1**	**LS**	**$ 921,000.00**	**$ 921,000.00**
1.2	**Estimated Sales Tax @ 8.3%**	**1**	**LS**	**$ 76,443.00**	**$ 76,443.00**
1.3	**UCC Markup on Materials @ 15% (line item 2. from Peoria Contract)**	**1**	**LS**	**$ 149,616.45**	**$ 149,616.45**
1.4	**Estimated Labor – 20 poles**	**20**	**EA**	**$ 6,500.00**	**$ 130,000.00**
2.0	**Four Peaks Park**				
2.1	MUSCO Materials Package	1	LS	**$ 225,000.00**	**$ 225,000.00**
2.2	Estimated Sales Tax @ 8.3%	1	LS	**$ 18,675.00**	**$ 18,675.00**
2.3	UCC Markup on Materials @ 15% (line item 2. from Peoria Contract)	1	LS	**$ 36,551.25**	**$ 36,551.25**
2.4	Estimated Labor – 17 Poles	17	EA	$ 5,500.00	$ 93,500.00
3.0	**Desert Vista Park**				
3.1	**MUSCO Materials Package**	**1**	**LS**	**$ 124,000.00**	**$ 124,000.00**
3.2	**Estimated Sales Tax @ 8.3%**	**1**	**LS**	**$ 10,292.00**	**$ 10,292.00**
3.3	**UCC Markup on Materials @ 15% (line item 2. from Peoria Contract)**	**1**	**LS**	**$ 20,143.80**	**$ 20,143.80**
3.4	Estimated Labor – 9 Poles	9	EA	$ 5,500.00	$ 49,500.00
	Total				**$ 1,854,721.50**

3.0 Notes:

a. Budgetary pricing only, and not an offer to contract
b. Does not include permits / permit fees / bond fees
c. Does not include special inspections
d. **Manufacture Life Cycle Cost Analysis does not include items specifically excluded in manufacture budgetary estimate, including installation labor and sales tax.**
e. **Existing lighting at Desert Vista Park is MUSCO Green Generation HID.**

Sincerely,

Jess Daniels CEM, Project Manager / Estimator
jessd@utilityconstructionco.com

Budget Estimate

Golden Eagle Park – Fountain Hills, AZ
March 1, 2017

Budget Estimate – Materials Only

Musco's Light-Structure System™ as described below, and delivered to the job site:

Softball 1, 2, 3 and Baseball 4.....$921,000

Sales tax, bonding, labor, and unloading of the equipment are not included.

Light-Structure System with Total Light Control – TLC for LED™ technology

System – Control from foundation to poletop in 5 Easy Pieces™
Factory built, wired, aimed and tested lighting system includes:

- (20) Pre-cast concrete bases
- (20) Galvanized steel poles
- Remote electrical component enclosures
- Pole length wire harnesses
- (186) Factory-aimed and assembled luminaries (TLC LED 1150)

On Field Performance – Control to benefit players, fans and TV cameras

- Guaranteed light levels
- Control-Link® System for remote on/off control and performance monitoring with 24/7 customer support

Environmental Light Control – Control for neighbors and the environment

- Reduction of spill light and glare by 50% or more

Always Ready to Play – Control assuring the results you expect

- Reduction of energy and maintenance costs by 50% to 85% over typical 1500w HID equipment
- Product assurance and warranty program that includes materials and onsite labor, eliminating100% of your maintenance costs for 25 years

Notes

Estimate is based on:

- Shipment of entire project together to one location
- Voltage and Phase per plans
- Structural code and wind speed = 2012 IBC, 115 MPH
- Owner is responsible for getting electrical power to the site, coordination with the utility, and any power company fees
- Standard soil conditions – rock, bottomless, wet or unsuitable soil may require additional engineering, special installation methods and additional cost
- Confirmation of pole locations prior to production

Thank you for considering Musco for your sports lighting needs. Please contact me with any questions.

John Abney
Musco Sports Lighting, LLC
Phone: 623-910-9316
E-mail: john.abney@musco.com

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