

**FIRST AMENDMENT
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
JESUS JARAMILLO
D/B/A ALPHA FENCING & IRONWORKS**

THIS FIRST AMENDMENT TO COOPERATIVE PURCHASING AGREEMENT (this “First Amendment”) is entered into as of December 15, 2016, between the Town of Fountain Hills, an Arizona municipal corporation (the “Town”), and Jesus Jaramillo, a sole proprietor, d/b/a Alpha Fencing & Ironworks (the “Contractor”).

RECITALS

A. After a competitive procurement process, the City of Tucson (“Tucson”) entered into Contract No. 141005, dated June 17, 2014, as amended by Contract Amendment No. 1, dated February 17, 2015, and Contract Amendment No. 2, dated June 28, 2016, with the Contractor for the Contractor to provide guardrail and related products and services (collectively, the “Tucson Contract”). A copy of Contract Amendment No. 2 is attached hereto as Exhibit 1 and incorporated herein by reference.

B. The Town and the Contractor entered into a Cooperative Purchasing Agreement dated August 31, 2015 (the “Agreement”), based upon the Tucson Contract, for the Contractor to provide the Town with guardrail repair, removal and replacement (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 the 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 June 16, 2017, unless terminated as otherwise provided pursuant to the terms and conditions of the Agreement or the Tucson Contract. After the expiration of this renewal term, this Agreement may be renewed for up to two 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 Tucson 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 Tucson 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. The Town shall pay Contractor the following amounts for the Additional Materials and Services at the rates as set forth in the Tucson Contract:

A. For the initial Term, the Town shall increase the compensation by not more than \$1,799.41 as set forth in Change Order No. 1, attached hereto as Exhibit 2 and incorporated herein by reference, resulting in an increase of the aggregate not-to-exceed compensation from \$25,000.00 to \$26,799.41.

B. For each Renewal Term, the Town shall pay an annual aggregate amount not to exceed \$25,000.00.

The maximum aggregate amount for the Term of this Agreement shall not exceed \$101,799.41

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]

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

CR
11/30/16

Grady E. Miller
Grady E. Miller, Town Manager

ATTEST:

Bevelyn J. Bender
Bevelyn J. Bender, Town Clerk

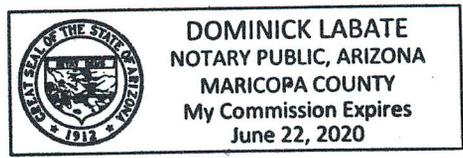
(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On 16TH, 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.

Dominick J. Labate
Notary Public

(Affix notary seal here)



“Contractor”

JESUS JARAMILLO, a sole proprietor,
D/B/A ALPHA FENCING & IRONWORKS

By: 

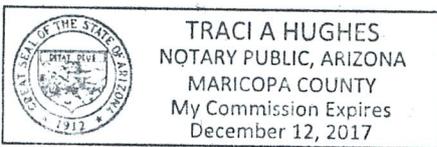
Name: JESUS JARAMILLO

Title: OWNER

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On October 13th, 2016, before me personally appeared Jesus Jaramillo, a sole proprietor, d/b/a Alpha Fencing & Ironworks, 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.



(Affix notary seal here)


Notary Public

EXHIBIT 1
TO
FIRST AMENDMENT
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
JESUS JARAMILLO,
D/B/A ALPHA FENCING & IRONWORKS

[Contract Amendment No. 2]

See following pages.

SERVICE CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
PHONE: (520) 837-4128/FAX: (520) 791-4735
Dan.Longanecker@tucsonaz.gov
ISSUE DATE: Thursday, June 23, 2016

SERVICE AGREEMENT NO.: 141500
CONTRACT AMENDMENT NO: Two (2)
PAGE 1 of 1
DB/car

PRINCIPAL CONTRACT OFFICER: DAN LONGANECKER, CPPB

Guardrail and Related Products and Services

THIS SERVICE CONTRACT IS AMENDED AS FOLLOWS:

ITEM 1: SERVICE AGREEMENT RENEWAL

Pursuant to the contract, Special Terms and Conditions, No. 4, Term and Renewal, **Contract No 141005: Guardrail and Related Products and Services** is hereby renewed for the period of **June 17, 2016 through June 16, 2017.**

*****END OF AMENDMENT*****

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR: ALPHA FENCING & IRONWORKS, INC.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF AND UNDERSTANDING OF THE ABOVE AMENDMENT.



Signature of person authorized to sign Date

Jesus Jaramillo - Owner

Name and Title (typed or printed legibly)

Alpha Fencing & Ironworks

Company Name

2438 E. 23rd St

Address

alphafencing@aol.com

Email Address

Tucson AZ 85713

City State Zip

Contact information for Sales/Account Representative for daily business operations:

Jesus Jaramillo - Owner

Name and Title (typed or printed legibly)

(210) 251-8186

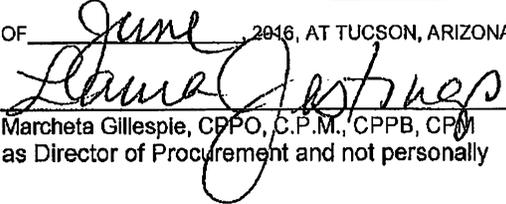
Phone Number

alphafencing@aol.com

Email Address

CITY OF TUCSON: _____

THE ABOVE REFERENCED CONTRACT AMENDMENT
IS HEREBY EXECUTED THIS 28 DAY
OF June 2016, AT TUCSON, ARIZONA.



Marcheta Gillespie, CPPO, C.P.M., CPPB, CPM
as Director of Procurement and not personally



PO Change Order

Page 1 of 1
 PO Date: 06/18/2014
 Change Order Date: 06/28/2016

City of Tucson
 255 W Alameda - P.O. Box 27210
 Tucson, AZ 85726

V E N D O R	Vendor ID: 0021034 Phone: (210) 251-8186 Fax:
	Alpha Fencing & Ironworks 455 W. Kelso Street Apt. 112 Tucson, AZ 85705
S H I P T O	Transportation/Street Maintenance 4004 S Park Bldg 2 Door A Tucson, AZ 85714
	Contact Denisa Campas at (520)837-6781

I N V O I C E	Change Order Number 2
	Blanket PO Number 37594
ALL PACKING SLIPS, INVOICES, AND CORRESPONDENCE MUST REFERENCE THIS NUMBER.	
City of Tucson Finance/Accounts Payable PO Box 27450 Tucson, AZ 85726-7450 (520) 791-4031	

Requisition Number	Contract Number	FOB	Terms	Delivery Date
	141005,	Dest, Freight Prepaid And Invoiced	2% 10 days	1 Days ARO

Catalog: Traffic Control - Traffic Control Supplies and Services						
Item	Description	Quantity	Unit Price	Amount	Sales Tax	Total
3	TO PROVIDE FOR THE ANNUAL REQUIREMENTS OF GUARDRAIL, ASSOCIATED ITEMS AND SERVICES FOR THE TIME PERIOD OF JUNE 17, 2016 THROUGH JUNE 16, 2016 IN ACCORDANCE WITH CONTRACT #141005 AMENDMENT 2. Item 3 added		0.00	0.00	0.00	0.00
Previous PO Total: \$0.00					New PO Total: \$0.00	

If this purchase order is associated to a contract, the contract's terms and conditions shall apply. Otherwise, by accepting this order, vendor agrees to all terms and conditions posted on http://www.tucsonprocurement.com/bidders_tandc.aspx. Terms and conditions are incorporated by reference as through fully set forth herein. Terms and conditions are also available by calling (520) 791-4217 for a mailed copy.

D.L. Dan Longanecker (520) 837 - 4125
 Contract Officer Phone

EXHIBIT 2
TO
FIRST AMENDMENT
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
JESUS JARAMILLO,
D/B/A ALPHA FENCING & IRONWORKS

[Change Order No. 1]

See following page.



Town of Fountain Hills
 16705 E Avenue of the Fountains
 Fountain Hills, AZ 85268
 Phone: 480-816-5100
 Fax: 480-837-3145

Contact: Justin T. Weldy

E-mail: jweldy@fh.az.gov

Change Order No.: One

Vendor #: 1148

Date: July 21, 2016

Vendor Name: Alpha Fencing and Ironworks

Phone: 210-251-8186

Fax: NA

Contact: Jesus Jaramillo

Name of Project/Contract: Cooperative Purchasing Agreement

Contract #: C2016-164 **Contract Effective Date:** August 31, 2015

Contract Expiration Date: June 16, 2016

Description of Proposed Change Order:

Guardrail repair on McDowell Mtn Rd (End Treatment) Damaged by a hit and run driver. This emergency repair will also extended the contract by 45 days.

Attached to this change order find the Service Contract Amendment letter.

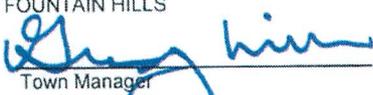
Summary of Change Orders:

Amount		Contract Time
<u>\$25,000.00</u>	Original Contract	
	Change Order #	Original Contract: <u>364</u> days
<u>\$1,799.41</u>	Change Order #	Previous C.O.s: <u>0</u> days
	Change Order #	This Change Order: <u>45</u> days
	Change Order #	Total All C.O.s: <u>45</u> days
	Change Order #	Revised Contract: <u>410</u> days
<u>\$1,799.41</u>	Change Order #	
	Total of All Change Orders	
<u>\$26,799.41</u>	Revised Total Contract	

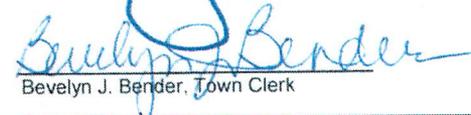
IT IS AGREED BY THE VENDOR that this Change Order includes any and all costs associated with or resulting from the change order herein, including all impact, delay and acceleration costs. Other than the dollar amount and time allowance listed above, there shall be no further time or dollar compensation as a result of this Change Order. This document shall become an amendment to the initial contract listed above and all conditions, stipulations and covenants of the initial contract shall apply hereto and shall remain in full force and effect.

Town:

TOWN OF FOUNTAIN HILLS

By: 

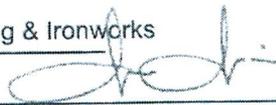
Town Manager

ATTEST: 

Bevelyn J. Bender, Town Clerk

Vendor:

Alpha Fencing & Ironworks

By: 

Name:

Jesus Jaramillo

Title:

Owner

FOR FOUNTAIN HILLS USE ONLY

G/L Code:	<u>STPAVE</u>	<u>6710</u>	<u> </u>	\$ <u>1,799.41</u>
	<small>Org</small>	<small>Object</small>	<small>Proj#</small>	
	<u> </u>	<u> </u>	<u> </u>	\$ <u> </u>
	<small>Org</small>	<small>Object</small>	<small>Proj#</small>	
	<u> </u>	<u> </u>	<u> </u>	\$ <u> </u>
	<small>Org</small>	<small>Object</small>	<small>Proj#</small>	