

**FIRST AMENDMENT  
TO  
COOPERATIVE PURCHASING AGREEMENT  
BETWEEN  
THE TOWN OF FOUNTAIN HILLS  
AND  
IMS INFRASTRUCTURE MANAGEMENT SERVICES, LLC**

THIS FIRST AMENDMENT TO COOPERATIVE PURCHASING AGREEMENT (this "First Amendment") is entered into as of January 25, 2019, between the Town of Fountain Hills, an Arizona municipal corporation (the "Town") and IMS Infrastructure Management Services, LLC, an Arizona corporation (the "Vendor").

RECITALS

A. After a competitive procurement process, the City of Goodyear entered into Contract No. CON-16-3432, dated January 26, 2016, as modified by Amendments 1-4 (collectively, the "Goodyear Contract"), for the Vendor to provide pavement inventory data collection services. All of the capitalized terms not otherwise defined in this First Amendment have the same meanings as defined in the Goodyear Contract.

B. The Town and the Vendor entered into a Cooperative Purchasing Agreement dated December 5, 2017, based upon the Goodyear Contract, as amended by that Contract Renewal dated March 14, 2018, and (the "Agreement"), for the Vendor to provide the Town with pavement management services (the "Services").

C. The Town has determined that it is necessary for the Vendor to perform additional Services, including pavement performance data collection, modeling and hosting of Lucity asset management software (the "Additional Services").

D. The Town and the Vendor desire to enter this First Amendment to provide for compensation to the Vendor for the Additional Services 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 Vendor hereby agree as follows:

1. Term. The Term of the Agreement is hereby extended and shall remain in full force and effect until January 25, 2020, unless terminated as otherwise provided pursuant to the terms of the Agreement or the Goodyear Contract. The Term may be renewed for up to one

successive one-year 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 Goodyear Contract has not expired or has been extended, (iii) at least 30 days prior to the end of the then-current term of the Agreement, the Vendor requests, in writing, to extend the 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 Goodyear Contract), as evidenced by the Town Manager's signature thereon, which approval may be withheld by the Town for any reason. The Vendor's failure to seek a renewal of the Agreement shall cause the Agreement to terminate at the end of the then-current term of the 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. Upon renewal, the terms and conditions of the Agreement shall remain in full force and effect.

2. Compensation. The Town shall increase the compensation to Vendor by not more than \$44,500.00 for the Additional Services at the rates set forth in the Goodyear Contract and incorporated herein by reference, resulting in an increase of the aggregate not-to-exceed compensation from \$69,995.00 to \$114,495.00.

3. 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 Vendor:            IMS Infrastructure Management Services, LLC  
                                  1820 West Drake Drive, Suite 104  
                                  Tempe, Arizona 85238  
                                  Attn: Dean Swingle

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.

4. 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.

5. Non-Default. By executing this First Amendment, the Vendor affirmatively asserts that (i) the Town is not currently in default, nor has it 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.

6. Israel. Vendor 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.

7. Conflict of Interest. This First 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

OK  
6/6/19

  
Grady E. Miller, Town Manager

ATTEST:

  
Elizabeth A. Burke, Town Clerk

APPROVED AS TO FORM:

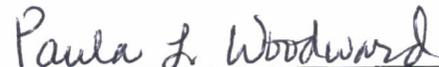
  
Aaron D. Arnson, Town Attorney

(ACKNOWLEDGMENT)

STATE OF ARIZONA        )  
  ) ss.  
COUNTY OF MARICOPA    )

On June 19, 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.



  
Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

**"Vendor"**

IMS INFRASTRUCTURE MANAGEMENT SERVICES, LLC,  
a(n) Arizona limited liability company

By: 

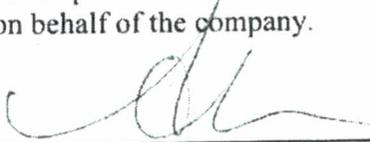
Name: Derek Turner

Title: Principal

(ACKNOWLEDGMENT)

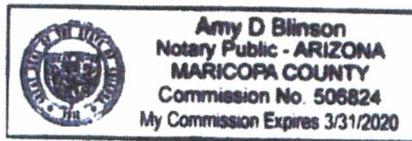
STATE OF ARIZONA        )  
  ) ss.  
COUNTY OF MARICOPA    )

On June 4, 2019, before me personally appeared Derek Turner, the CEO/Manager of IMS INFRASTRUCTURE MANAGEMENT SERVICES, LLC, a(n) 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 company.

  
Notary Public

(Affix notary seal here)

4824-7725-4784 v.1



# Quotation for Professional Services



IMS Infrastructure Management Services  
 1820 W. Drake Dr. Ste. 104. Tempe, AZ 85283  
 Phone: (480) 839-4347 Fax: (480) 839-4348  
[www.imsanalysis.com](http://www.imsanalysis.com)

**To:** Justin Weldy, Public Works Director  
**From:** Jim Tourek, Client Services Manager  
**Subject:** Pavement Management Services

**Date:** May 7, 2019  
**Project:** Fountain Hills, AZ  
**Project No:** 15617

Thank you for taking the time to review the pavement data collection services offered by IMS Infrastructure Management Services. Our firm excels in pavement and asset management solutions and can provide a full suite of data collection services.

The Town currently utilizes the Lucity PMS software (hosted by IMS) to meet all of the Town's pavement management needs. We will update the Lucity software (where the Town provides recent roadway rehabs and associated GISID's) for FY19-20 and a new analysis to include various funding, forced projects/ "must-not-do" projects. Additionally, IMS will develop a 10-year analysis and Bond report that addresses the Town's large backlog problem; those costly project needing a partial or full reconstruction.

The amended scope incorporates a degradation trend analysis, pre- and post-Town incorporated roads, meetings, and the 5- or 10-year Bond analysis and report along with the next year's updates is as follows:

### Proposed Amended Project Budget

The detailed budget presented below is based on the previously discussed work plan and deliverables.

#### Fountain Hills, AZ - 2019-20 Base Scope of Services

Task	Activity	Quant	Units	Unit Rate	Total
<b>Data Management</b>					
1	Degradation Trend Analysis: Update Performance Curves & Unit Rates	1	LS	\$3,500.00	\$3,500.00
	a. Incorporate Pre- and Post-Incorporation Roads as Unique Pavement Type (Town-provided GIS)	1	LS	\$2,000.00	\$2,000.00
2	Comprehensive Pavement Management & Maintenance Plan (For late-2019 Council Adoption)	1	LS	\$7,500.00	\$7,500.00
	a. Meetings & Planning Sessions	4	EA	\$750.00	\$3,000.00
3	5- or 10-Year Bond Analysis and Summary Report (For Adoption by Council prior to Nov.'20 Ballot)	1	LS	\$10,500.00	\$10,500.00
4	Customized Projects: 2018-19 (various funding; forced projects & "must-not-do" projects)	Included in Previous Activities			
5	Lucity Reports w/ '19/20-'20/21 Updates (Town provides Rehabs, Inspections & GISIDs) w/MSvue Fee	2	EA	\$6,000.00	\$12,000.00
6	Council Presentation at Direction of Town (with IMS & Town)	2	EA	\$3,000.00	\$6,000.00

**Amended Contract Add: \$44,500.00**

**Reminder:** Current IMS Contract was set to expire on January 25, 2019.

Thank you for considering IMS as a viable solution to your pavement management needs and we will strive to remain an asset and extension of the Fountain Hills' staff and team. If any questions arise please do not hesitate to contact me at (480) 462-4030 or [jtourek@imsanalysis.com](mailto:jtourek@imsanalysis.com).

Regards,

**IMS Infrastructure Management Services, LLC**

Jim Tourek, West Region Client Services Manager