

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

THIS SECOND AMENDMENT TO COOPERATIVE PURCHASING AGREEMENT (this “Second Amendment”) is entered into as of November 27, 2018, 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 (collectively, the “Tucson Contract”), for the Contractor to provide guardrail and related products and services.

B. The Town and the Contractor entered into a Cooperative Purchasing Agreement dated August 31, 2015, based upon the Tucson Contract, as amended by that Contract Renewal dated June 13, 2017, and that Contract Renewal dated May 7, 2018 (the “Agreement”), for the Contractor to provide the Town with guardrail repair, removal, and replacement (the “Materials and Services”). All of the capitalized terms not otherwise defined in this Second Amendment have the same meanings as defined in the Agreement.

C. Pursuant to Section 11.3 of the Town Procurement Policy and 3-3-25 of the Town Code, emergency procurement may be utilized based upon a threat to the public health, welfare, property, or safety.

D. On November 6, 2018, the Town Council approved a motion to authorize the Town Manager to institute emergency procurement procedures in order to expedite the repairs to and restoration of Golden Eagle Park and the Town’s storm water system in response to the October 2, 2018 storm event.

E. The Town has determined that it is necessary for the Contractor to perform additional services (the “Additional Materials and Services”) on an emergency basis, and the Town and the Contractor desire to enter this Second Amendment to provide for 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 not more than \$130,400.00 for the Additional Materials and Services at the rates set forth in the Tucson Contract and incorporated herein by reference, resulting in an increase of the annual aggregate compensation from \$26,799.41 to \$157,199.41 and the aggregate not-to-exceed compensation from \$101,799.41 to \$232,199.41.

2. 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. Amson, Town Attorney

If to Contractor: Alpha Fencing & Ironworks
510 North Alma School Road, Unit 143
Mesa, Arizona 85201
Attn: Jesus Alfredo Jaramillo

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.

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 Second 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 Second 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 Second Amendment are forever waived.

5. 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.

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

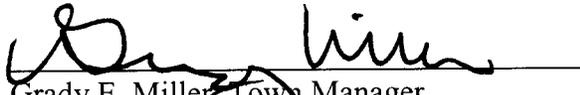
[SIGNATURES ON FOLLOWING PAGES]

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

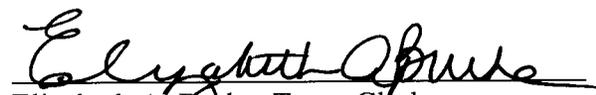
“Town”

TOWN OF FOUNTAIN HILLS,
an Arizona municipal corporation

OK
12/4/18


Grady E. Miller, Town Manager

ATTEST:


Elizabeth A. Burke, Town Clerk

APPROVED AS TO FORM:

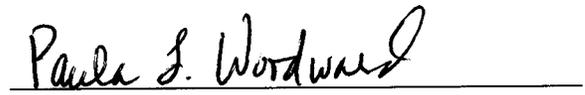

Aaron D. Arnson, Town Attorney

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On December 12, 2018, 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.



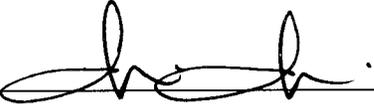

Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

“Contractor”

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

By: 

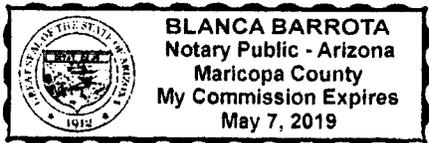
Name: JESUS JARAMILLO

Title: OWNER

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On December 3rd, 2018, 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



TOWN OF FOUNTAIN HILLS

18705 E. Avenue of the Fountains, Fountain Hills, AZ 85288
480.816.5100 | Fax: 480.837.3145

Monday, May 7, 2018

Alpha Fencing and Ironworks
Via e-mail

Re: Contract Renewal Confirmation

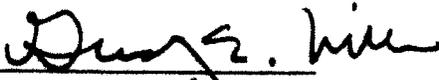
Dear Mr. Jaramillo:

The Town of Fountain Hills (the "Town") entered into Cooperative Purchasing Agreement, No. C2016-164, dated December 15, 2016, with Alpha Fencing and Ironworks ("Vendor") for Guardrail Repair, Replacement, or Removal (the "Agreement"). The Town is hereby providing written notice of its intent to extend the Agreement for an additional term as permitted in Section 1.0 of the Agreement and requests your acceptance to exercise this third renewal option.

By signature below, both the Town and Alpha Fencing and Ironworks give their consent that said Agreement is renewed for an additional one-year term, from June 17, 2018 through June 18, 2019. 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.

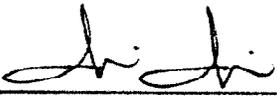
If you have any questions regarding this notice, please do not hesitate to contact Justin T. Weldy at 480-816-5133 and/or jweldy@fh.az.gov

Sincerely,


Grady E. Miller, Town Manager

AGREED TO AND ACCEPTED:

[Alpha Fencing and Ironworks]
(Jesus Jaramillo)

By: 

Name: Jesus Jaramillo

Title: Owner

cc: File / Procurement
Town Clerk

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) 837-4125 / FAX: (520) 791-4735
Dan.Longanecker@tucsonaz.gov
ISSUE DATE: Tuesday, March 20, 2018

CONTRACT: 141005-01
CONTRACT AMENDMENT NUMBER: FOUR (4)
PAGE 1 of 1
DL/mf
PRINCIPAL CONTRACT OFFICER: DAN LONGANECKER, CPPB

GUARDRAIL AND RELATED PRODUCTS AND SERVICES

THIS CONTRACT IS AMENDED AS FOLLOWS:

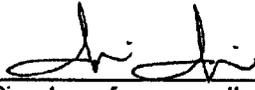
ITEM ONE (1): CONTRACT RENEWAL

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 June 17, 2018 through June 18, 2019.

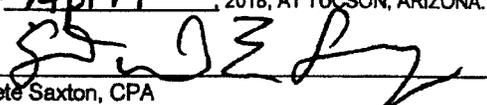
ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR: ALPHA FENCING AND IRONWORKS, INC

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

 4/12/2018
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

CITY OF TUCSON:

THE ABOVE REFERENCED CONTRACT AMENDMENT
IS HEREBY EXECUTED THIS 13th DAY
OF April, 2018, AT TUCSON, ARIZONA.

Pete Saxton, CPA
As Director of Business Services and not personally

Pu

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 (typed or printed legibly)