

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

THIS FIRST AMENDMENT TO COOPERATIVE PURCHASING AGREEMENT (this "First Amendment") is entered into as of May 15, 2017, 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 ("Peoria") entered into Contract No. ACON04216, dated February 12, 2016, and amended by Contract Amendment No. One, dated December 5, 2016, with the Contractor for the Contractor to provide lighting maintenance and inspection services (collectively, the "Peoria Contract").

B. The Town and the Contractor entered into a Cooperative Purchasing Agreement dated April 20, 2017 (the "Agreement"), based upon the Peoria Contract, for the Contractor to provide the Town with lighting maintenance and inspection services (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) modify the scope of work to include the Additional Materials and Services 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. Scope of Work. Contractor shall provide the Additional Materials and Services as set forth in the Proposal, attached hereto as Exhibit 1 and incorporated herein by reference.

2. Compensation. The Town shall increase the compensation to Contractor by \$12,268.88 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

\$140,000.00 to \$152,268.88, of which \$2,000.00 is an owner's contingency which shall be utilized at the Town's sole discretion.

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. 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

*(Handwritten initials)*

*Grady E. Miller*  
Grady E. Miller, Town Manager

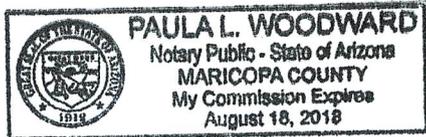
ATTEST:

*Bevelyn J. Bender*  
Bevelyn J. Bender, Town Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA        )  
  ) ss.  
COUNTY OF MARICOPA    )

On May 17, 2017, 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.



*Paula L. Woodward*  
Notary Public

(Affix notary seal here)



EXHIBIT 1  
TO  
FIRST AMENDMENT  
TO  
COOPERATIVE PURCHASING AGREEMENT  
BETWEEN  
THE TOWN OF FOUNTAIN HILLS  
AND  
UTILITY CONSTRUCTION COMPANY, INC.

[Proposal]

See following pages.



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 March 2017

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](mailto: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  
Re-lamping Services

Mr. Snipes,

Utility Construction Company, Inc. ('UCC') is submitting this letter to The Town of Fountain Hills ('Town') to provide estimate for re-lamping services.

### 1.0 Scope of Work

Provide all Labor, Equipment, and other items of value to replace existing 1500 Watt Metal Halide lamps at the following parks:

- a. Golden Eagle Park – Approximately 6 lamps
- b. Four Peaks Park – Approximately 30 lamps

Number and location for outages were provided via email on 3-10-17. If more or less outages are encountered while on site, these items will be repaired and billed for the actual work completed per the unit rates provided in the City of Peoria master contract No. ACON04216A.

### 2.0 Pricing

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



Mesa, AZ • Phoenix, AZ • Tucson, AZ • San Antonio, TX • El Paso, TX • Columbus, NM  
P. O. Box 1774 • Gilbert AZ 85299 • Phone (480) 654-3100 • Fax (480) 654-8374  
Arizona ROC #124023 (A-Gen) • Arizona ROC #200356 (A-17 Electrical) • Arizona ROC #122544 (C-11 Electrical)  
California CLSB #906009 (A-Gen) • Nevada SCB #0073368 (A-Gen) • New Mexico RLD-CLD #367690 (GS08)





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New Mexico DBE Contractor  
Texas DBE UCP Contractor

Item	Description	Qty	Unit	Price	Extended
<b>Golden Eagle Park</b>					
A.1.	Initial On-Site Inspection	1	EA	\$ 250.00	\$ 250.00
D.1.	Hourly Rate – Lighting over 60 feet	10	HR	\$ 200.00	\$ 2,000.00
F.k.	1500 Watt Metal Halide Lamp	6	EA	\$ 44.39	\$ 266.34
G.1.	HID Lamp Disposal	6	EA	\$ 0.98	\$ 5.88
	TPT paid on Materials Only at Point of Purchase				\$ 22.59
<b>Subtotal – Golden Eagle Park</b>					<b>\$ 2,544.81</b>
<b>Four Peaks Park</b>					
A.1.	Initial On-Site Inspection	1	EA	\$ 250.00	\$ 250.00
D.1.	Hourly Rate – Lighting Over 60 Feet	30	HR	\$ 200.00	\$ 6,000.00
F.k.	1500 Watt Metal Halide Lamp	30	EA	\$ 44.39	\$ 1,331.70
G.1.	HID Lamp Disposal	30	EA	\$ 0.98	\$ 29.40
	TPT paid on Materials Only at Point of Purchase				\$ 112.97
<b>Subtotal – Four Peaks Park</b>					<b>\$ 7,724.07</b>
<b>Total – Both Parks</b>					<b>\$ 10,268.88</b>

**3.0 Notes:**

- a. Assumes lamps only at all locations. If ballasts need to be replaced, it will increase both labor and materials costs
- b. Labor and Materials costs are estimates only based on information provided. Final costs will be billed for actual work performed, per the contract requirements
- c. Does not include permits / permit fees
- d. Does not include special inspections

Sincerely,

Jess Daniels  
Project Manager / Estimator  
[jessd@utilityconstructionco.com](mailto:jessd@utilityconstructionco.com)



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