

**FIRST AMENDMENT OF THE ADDENDUM
TO AGREEMENT FOR PAVEMENT MARKING SERVICES**

THIS FIRST AMENDMENT OF THE ADDENDUM TO AGREEMENT (“First Amendment”) is made and entered into this 4th day of March, 2014, by and between the City of Maricopa, Arizona, an Arizona municipal corporation (“City”), and Pavement Marking Inc., an Arizona corporation (“Contractor”), for pavement marking services on city streets.

WHEREAS, on June 14, 2012, the Town of Gilbert extended Agreement No.: 2010-4106-0012 with Contractor for pavement marking services (“Agreement”) for a term of one (1) year, July 1, 2012 through June 30, 2013, with the option to renew for one (1) additional term of one (1) year; and

WHEREAS, on February 5, 2013, in compliance with the cooperative purchasing procedures set forth in Section 3-223 of the City of Maricopa’s City Code, the Maricopa City Council approved an addendum to the Agreement (“Addendum”) for Contractor to provide pavement marking services to the City; and

WHEREAS, on June 26, 2013, the Town of Gilbert extended Agreement No.: 2010-4106-0012 for one (1) additional term of one (1) year, July 1, 2013 through June 30, 2014; and

WHEREAS, City and Contractor now desire to amend the Addendum to extend the term for Contractor to provide for additional pavement marking services and to provide for additional compensation for such services.

NOW, THEREFORE, the parties specifically agree to amend the Addendum approved on February 5, 2013, as follows:

1. Paragraph 2 of the Addendum, regarding Section 1.4.2 of the Agreement, shall be deleted in its entirety and replaced with the following:

Maricopa designates the City Manager as its representative. All communications to Maricopa shall be through its representative.

2. Paragraph 3 of the Addendum, regarding Section 2.1 of the Agreement, shall be amended to reflect the following:

COMPENSATION: In accordance with the terms and conditions of the Agreement, the Addendum and this First Amendment, City shall compensate Contractor for its Work in an amount not to exceed EIGHTY SIX THOUSAND TWO HUNDRED FIFTY and 00/100 Dollars (\$86,250.00), which includes a price of Fifty One Thousand and 00/100 Dollars (\$51,000.00) and a contingency of Eleven Thousand Two Hundred Fifty and 00/100 Dollars (\$11,250.00) for the term ending June 30, 2014. Exhausting the total amount payable for activities described herein shall not relieve Contractor of its obligations to perform such Work. Should City request additional Work beyond that specified herein, Contractor shall charge, and

City shall pay, a rate as mutually agreed upon in writing prior to Contractor performing the additional Work.

Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible thereof.

3. Paragraph 5 of the Addendum, regarding Section 7.10 of the Agreement, shall be deleted in its entirety and replaced with the following:

NOTICES: All notices to the other party required under this Agreement shall be in writing and sent by first class certified mail, postage prepaid, return receipt requested, addressed to the following personnel:

If to City:

City of Maricopa
Attn: City Manager
39700 W. Civic Center Plaza
Maricopa, AZ 85138

If to Contractor:

Pavement Marking, Inc.
Attn: Juan Arvizu Sr.
8949 South Beck Avenue
Tempe, AZ 85294

4. All other terms and conditions of the Agreement and Addendum are to continue in full force and effect as stated and agreed to in the Agreement and Addendum.

IN WITNESS WHEREOF, the parties have caused this First Amendment to be signed by their duly authorized representatives as of the day and year first above written.

CONTRACTOR

Pavement Marking, Inc.

By: _____

Its: _____

CITY OF MARICOPA

An Arizona Municipal Corporation

Christian Price
Mayor

ATTEST:

Vanessa Bueras,
City Clerk

APPROVED AS TO FORM:

Denis M. Fitzgibbons,
City Attorney