

**FIRST AMENDMENT OF THE ADDENDUM
FOR SLURRY SEAL AND MICRO SEAL MATERIALS AND INSTALLATION**

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 Southwest Slurry Seal, Inc, an Arizona corporation, (“Contractor”), for slurry seal and micro seal materials and installation.

RECITALS

A. On January 26, 2012, the City of Chandler entered into Agreement No: ST2-745-3068 with Contractor for slurry seal and micro seal materials and installation services (“Agreement”) for a one-year period, February 1, 2012 through January 31, 2013, with the option to renew for up to two (2) additional one-year terms; and

B. On October 25, 2012, the City of Chandler extended Agreement No: ST2-745-3068 with Contractor for a one-year period, February 1, 2013 through January 31, 2014; and

C. On February 5, 2013, the Maricopa City Council approved an Addendum with Contractor for slurry seal and micro seal materials and installation services using Agreement No: ST2-745-3068 in compliance with the cooperative purchasing procedures set forth in Section 3-223 of the City of Maricopa’s City Code (“Addendum”); and

D. On December 17, 2013, the City of Chandler extended Agreement No: ST2-745-3068 with Contractor for an additional one year period, February 1, 2014 through January 31, 2015; and

E. The parties now desire to amend the Addendum to increase the maximum aggregate amount to be expended by the City for slurry seal and micro seal materials and installation.

AGREEMENT

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

1. Paragraph 3 of the Addendum, regarding Paragraph 4 of the Agreement, COMPENSATION, shall be amended to reflect that in accordance with the terms and conditions of the Agreement, the Addendum, and this First Amendment, the City shall compensate Contractor for its Work in an amount not to exceed Five Hundred Thousand Two Hundred Fifty and 00/100 Dollars (\$500,250.00), which includes a total bid price of Four Hundred Thirty Five Thousand and 00/100 Dollars (\$435,000.00) and a total contingency of Sixty Five Thousand Two Hundred Fifty and 00/100 Dollars (\$65,250.00). Exhausting the total amount payable shall not relieve Contractor of its obligations to perform the Work. Should City request additional Work beyond that specified in the Agreement and Addendum, 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.

2. 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:

Southwest Slurry Seal, Inc.

By: _____

Title: _____

CITY OF MARICOPA

An Arizona municipal corporation

Christian Price
Mayor

ATTEST:

APPROVED AS TO FORM:

Vanessa Bueras,
City Clerk

Denis M. Fitzgibbons,
City Attorney