

**FIRST AMENDMENT TO
COOPERATIVE PURCHASING AGREEMENT**

THIS FIRST AMENDMENT TO COOPERATIVE PURCHASE AGREEMENT (“First Amendment”) is made and entered into this 4th day of September, 2018, by and between the City of Maricopa, an Arizona municipal corporation (“City”), and Superior Supply, Inc., an Arizona corporation (“Contractor”) for services related to the supply and delivery of crack fill material, as herein defined (the “Project”).

WHEREAS, after a competitive procurement process, the County of Yavapai (“Yavapai”) entered into Contract Number 1722593 effective December 1, 2017 through May 31, 2018 (the “Yavapai Contract”) for the Contractor to provide certain services. A copy of the Yavapai Contract is attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, on February 20, 2018, the City of Maricopa entered into a Cooperative Purchasing Agreement with Contractor based on the Yavapai Contract (the “Cooperative Purchase Agreement” or “Agreement”); and

WHEREAS, Yavapai subsequently amended its agreement with Contractor, with a new effective period of June 1, 2018 through November 30, 2018. A copy of this amendment is attached as Exhibit B and incorporated herein by reference; and

WHEREAS, the parties now desire to amend the Cooperative Purchase Agreement to extend the term of the Agreement through November 30, 2018.

NOW, THEREFORE, the parties specifically agree to amend the Cooperative Purchase Agreement approved on February 20, 2018 as follows:

1. Section 1, TERM, shall be amended to reflect that in accordance with the terms and conditions of the Agreement and this First Amendment, the term of the Agreement shall be extended to November 30, 2018.

2. Section 3, COMPENSATION, shall be amended to reflect that in accordance with the terms and conditions of the Agreement, the City shall compensate Contractor for its services as follows:

See Exhibit C, which is attached hereto and incorporated herein.

In no event, shall the total compensation under the Agreement and this First Amendment exceed THREE HUNDRED THOUSAND and 00/100 Dollars (\$300,000.00). Exhausting the total amount payable for activities described in Section 2, Contractor’s Duties, shall not relieve Contractor of its obligations to perform such services.

3. All other terms and conditions of the original Agreement are to continue in full force and effect as stated and agreed to in the Agreement dated February 20, 2017 as if fully set

forth herein.

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:

Superior Supply, Inc., an
Arizona Corporation

By: _____
Title: _____

City Of Maricopa
an Arizona municipal corporation

Christian Price
Mayor

ATTEST:

Vanessa Bueras, CMC
City Clerk

APPROVED AS TO FORM:

Denis M. Fitzgibbons
City Attorney

EXHIBIT A

Yavapai County Contract

EXHIBIT B

Yavapai Amendment

EXHIBIT C

PROPOSAL