

**THIRD AMENDMENT TO THE AGREEMENT FOR THE PURCHASE OF RUBBER
CRACK SEAL MATERIAL
BETWEEN THE CITY OF MARICOPA AND CRAFTCO, INC.**

THIS THIRD AMENDMENT TO THE AGREEMENT FOR THE PURCHASE OF RUBBER CRACK SEAL MATERIAL ("Third Amendment") is made and entered into this 7th day of June, 2016, by and between the City of Maricopa, Arizona, an Arizona municipal corporation ("City"), and Craftco, Inc, an Arizona corporation ("Seller").

RECITALS

WHEREAS, City and Seller are currently parties to an Agreement for the Purchase of Rubber Crack Seal Material dated February 5, 2013 ("Agreement"), as amended by the First Amendment dated September 3, 2013 ("First Amendment") and by the Second Amendment dated September 2, 2014 ("Second Amendment"), which establishes: (i) the existence of a cooperative contractual relationship between the parties based on AZ State Contract #ADSPO13-035060; (ii) the terms and conditions by which Seller is to provide City with crack seal material; and, (iii) the maximum aggregate amount to be expended by City; and

WHEREAS, on May 16, 2016, AZ State Contract #ADSPO13-035060 was extended through 6/5/2017, which continues to allow the cooperative purchase of asphalt rubber crack sealant at a reduced price (14%); and

WHEREAS, the City recently identified an unforeseen need for additional crack sealing work, which requires a greater amount of crack sealing material than originally anticipated; and

WHEREAS, the City needs to purchase additional rubber crack seal material from Seller to complete the additional crack sealing work; and

WHEREAS, the City and Seller desire to amend the Agreement, First Amendment and Second Amendment to increase the maximum aggregate amount to be expended by the City for rubber crack seal material.

AGREEMENT

NOW, THEREFORE, the parties specifically agree to amend the Agreement approved on February 5, 2013, the First Amendment approved on September 3, 2013, and the Second Amendment approved on September 2, 2014, as follows:

1. Paragraph 2, COMPENSATION, shall be amended to reflect that, in accordance with the terms and conditions of the Agreement, the First Amendment, the Second Amendment, and this Third Amendment, upon receipt of the rubber crack seal material, City shall compensate Seller within ten (10) days of the date of receipt of the Products. In no event, shall the total compensation under this Third Amendment exceed ONE HUNDRED FIFTY THOUSAND and

00/100 Dollars (\$150,000.00). Should City request additional products beyond that specified in herein, Seller shall charge, and City shall pay, a rate as mutually agreed upon in writing prior.

2. All other terms and conditions of the Agreement are to continue in full force and effect as stated and agreed to in the Agreement, First Amendment and Second Amendment as if fully set forth herein.

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

SELLER:

Crafco, Inc., an Arizona corporation

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