

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

THIS SECOND AMENDMENT TO THE AGREEMENT FOR THE PURCHASE OF RUBBER CRACK SEAL MATERIAL (“Second Amendment”) is made and entered into this 2nd day of September, 2014, 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”), which establishes: (i) the existence of a cooperative contractual relationship between the parties; (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 March 11, 2014, the State of Arizona extended their contract with Seller for asphalt rubber crack sealant, which allows cooperative purchasing, through June 5, 2015; 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 and First 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 and the First Amendment approved on September 3, 2013 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 and this Second 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 Second Amendment exceed NINETY THOUSAND and 00/100 Dollars (\$90,000.00). Should City request additional products beyond that specified in Section 1 of the Original Agreement, 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 and the First Amendment as if fully set forth herein.

IN WITNESS WHEREOF, the parties have caused this Second 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