

**SECOND AMENDMENT TO THE
ADDENDUM TO COOPERATIVE CONTRACT
FOR ASPHALT PATCHWORK MATERIAL, INSTALLATION,
MAINTENANCE AND REPAIR**

THIS SECOND AMENDMENT TO THE ADDENDUM TO JOC STREET MAINTENANCE CONTRACT NO. 2014-006 ("Second Amendment") is made and entered into this 7th day of July, 2015, by and between the City of Maricopa, Arizona, an Arizona municipal corporation ("City"), and Sunland, Inc.- Asphalt & Sealcoating, d/b/a Sunland Asphalt, an Arizona Corporation ("Contractor"), for asphalt patchwork material, installation, maintenance and repair within the City of Maricopa ("Project").

RECITALS

WHEREAS, on October 7, 2014, pursuant to Section 3-223 of the City of Maricopa's City Code, the Maricopa City Council approved a cooperative agreement known as the Addendum to Cooperative Contract for Asphalt Patchwork Material, Installation, Maintenance and Repair with Contractor ("Addendum");

WHEREAS, on January 20, 2015, the Maricopa City Council approved a First Amendment to the Addendum to Cooperative Contract for Asphalt Patchwork Material, Installation, Maintenance and Repair with Contractor ("First Amendment") to provide for additional asphalt patchwork material, installation, maintenance and repair within the City;

WHEREAS, City staff has determined that additional asphalt repairs, typical crack seal services, and wide crack services are needed within the City; and,

WHEREAS, the parties now desire to amend the Addendum and First Amendment to increase the maximum aggregate amount to be expended by the City for additional asphalt repairs, typical crack seal services, and wide crack services to be furnished by Contractor.

AGREEMENT

NOW, THEREFORE, the parties specifically agree to amend the Addendum approved on October 7, 2014 and the First Amendment approved on January 20, 2015 as follows:

1. Section II(a) of the Addendum regarding compensation shall be deleted in its entirety and replaced with the following:

(a) In no event, shall the total compensation under the Contract, the Addendum, the First Amendment, and the Second Amendment exceed Two Million and 00/100 Dollars (\$2,000,000.00). Exhausting the total amount payable for activities described in the Contract, the Addendum, the First Amendment, and the Second Amendment shall not relieve Contractor of its obligations to perform such Work. Should City request additional materials or Work beyond that specified herein, Contractor shall charge, and City shall pay, a rate as mutually agreed upon in writing prior to Contractor providing the additional material or 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 Contract, the Addendum, and the First Amendment are to continue in full force and effect as stated and agreed to in the Contract, the Addendum, and the First Amendment.

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.

CONTRACTOR:

Sunland, Inc. _____

By: _____
Title: _____

CITY OF MARICOPA

An Arizona municipal corporation

Christian Price
Mayor

ATTEST:

Vanessa Bueras,
City Clerk

APPROVED AS TO FORM:

Denis M. Fitzgibbons,
City Attorney