

**FIRST AMENDMENT
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
SOUTHWEST SLURRY SEAL, INC.**

THIS FIRST AMENDMENT TO COOPERATIVE PURCHASING AGREEMENT (this "First Amendment") is entered into as of June 20, 2013, between the Town of Fountain Hills, an Arizona municipal corporation (the "Town") and Southwest Slurry Seal, Inc., an Arizona corporation (the "Contractor").

RECITALS

A. After a competitive procurement process, the City of Scottsdale entered into Contract No. 12PB018 dated November 22, 2011, as extended, with the Contractor for the Contractor to apply slurry seal treatment and related services to major roads in lots "B" and "C" (the "Scottsdale Contract").

B. The Town and the Contractor entered into a Cooperative Purchasing Agreement dated March 7, 2013, based upon the Scottsdale Contract (the "Agreement"), for the Contractor to provide the Town with a slurry seal treatment and related services to various roads in the area referred to as Zone 6 (the "Materials and Services").

C. The Town has determined that additional Materials and Services by the Contractor are necessary to carry-out the Town's pavement management program in Zone 7.

D. The Town and the Contractor desire to enter into this First Amendment to (i) provide for the cost of and purchase additional Materials and Services and (ii) extend the term of the Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the Contractor hereby agree as follows:

1. **Term of the Agreement.** The term of the Agreement is hereby extended and shall remain in full force and effect until June 30, 2014, unless terminated as otherwise provided pursuant to the terms and conditions of the Agreement.

2. **Compensation.** The Town shall increase the compensation to Contractor by \$820,000.00, from \$570,000.00 to an aggregate amount not to exceed \$1,390,000.00, of which \$23,944.00 is an owner's contingency which shall be utilized at the Town's sole discretion, for

the Materials and Services at the rates as set forth in the Scottsdale Contract and the quotation dated May 15, 2013, which is attached hereto as Exhibit A and incorporated herein by reference.

3. Effect of Amendment. In all other respects, the Agreement is affirmed and ratified and, except as expressly modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

4. Non-Default. By executing this First Amendment, the Contractor affirmatively asserts that (i) the Town is not currently in default, nor has been in default at any time prior to this First Amendment, under any of the terms or conditions of the Agreement and (ii) any and all claims, known and unknown, relating to the Agreement and existing on or before the date of this First Amendment are forever waived.

5. Conflict of Interest. This First Amendment and the Agreement may be canceled by the Town pursuant to ARIZ. REV. STAT. § 38-511.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date and year first set forth above.

“Town”

TOWN OF FOUNTAIN HILLS,
an Arizona municipal corporation

Kenneth W. Buchanan

Kenneth W. Buchanan, Town Manager

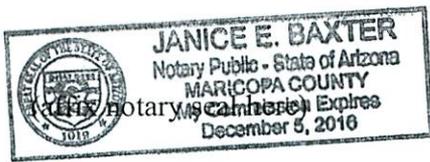
ATTEST:

Bevelyn J. Bender
Bevelyn J. Bender, Town Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on June 21, 2013, by Kenneth W. Buchanan, the Town Manager of the TOWN OF FOUNTAIN HILLS, an Arizona municipal corporation, on behalf of the Town of Fountain Hills.



Janice E. Baxter
Notary Public in and for the State of Arizona

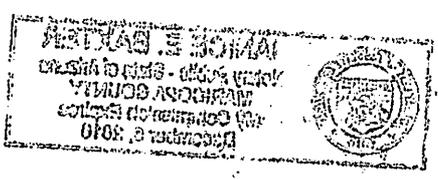
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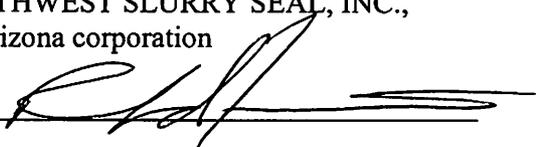
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“Contractor”

SOUTHWEST SLURRY SEAL, INC.,
an Arizona corporation

By: 

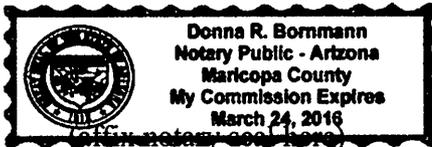
Name: Richard Francis

Title: President

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on June 3rd, 2013, by Richard Francis as President of SOUTHWEST SLURRY SEAL, INC., an Arizona corporation, on behalf of the corporation.




Notary Public in and for the State of Arizona

Donna R. Borner
Notary Public - Arizona
Maricopa County
My Commission Expires
March 24, 2014



EXHIBIT A
TO
FIRST AMENDMENT
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
SOUTHWEST SLURRY SEAL, INC.

[Quotation]

See following page.

SOUTHWEST SLURRY SEAL, INC.

22855 NORTH 21ST AVENUE, PHOENIX, ARIZONA 85027
TELEPHONE: 623-582-1919, TUCSON 520-323-2503, FAX 623-434-8805
Arizona License # ROC081093 A.; #ROC06977 A-14 Commercial, ROC 055425 C-13 Residential – Bonded, Insured

Proposal

Proposal submitted to:	Town of Fountain Hills	Phone:	480-816-5100	Date:	May 15, 2013
Street	16705 E. Avenue of the Fountains	Job Name:	Fountain Hills Microsurfacing Fall 2013		
City State and Zip	Fountain Hills AZ 85268	Job Location:	Town of Fountain Hills		
Requested by:	Ken Kurth	Fax:			

We hereby submit specifications and estimates for:

The resurfacing of various locations in Zone 7.

DESCRIPTION OF WORK:

1. Install microsurfacing to various streets in Zone 7 as required by the Town of Fountain Hills. All materials and requirements shall be as specified in the City of Scottsdale Street Repairs contract for Lot B. Price includes traffic control.

PRICING FOR MICROSURFACING:

The estimated cost for applying type 3 microsurfacing is based on the following: 328,000 square yards @ \$2.28(Scottsdale micro price) + \$0.147(Fountain Hills sales tax) = \$2.427 per square yard = \$796,056.00.

PROVISIONS:

Quantities are estimates provided by the Town of Fountain Hills.

We propose hereby to furnish material and labor – complete in accordance with above specifications, for the sum of:

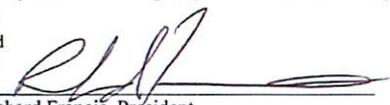
SEVEN HUNDRED NINETY-SIX THOUSAND FIFTY-SIX and no/100----- Dollars (\$796,056.00)
These prices *INCLUDE* sales tax.

Payment to be made as follows:

AS PER SCOTTSDALE CONTRACT

All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control.

Authorized
Signature:


Richard Francis, President

Owner will carry fire, tornado and other necessary Insurance. Our workers are fully covered by Workmen's Compensation Insurance. Owner will pay our attorney fees and other expenses in connection with Owner's default. Interest may be charged at the rate of 1 ½ % per month on accounts 30 days past due. All disputes arising under this agreement shall be submitted to the American Arbitration Association.

Note: This proposal may be withdrawn by us if not accepted within 30 days

If accepted please sign, date and return this copy to Southwest Slurry Seal; retain copy for your files

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.
Payment will be made as outlined above

Signature: _____

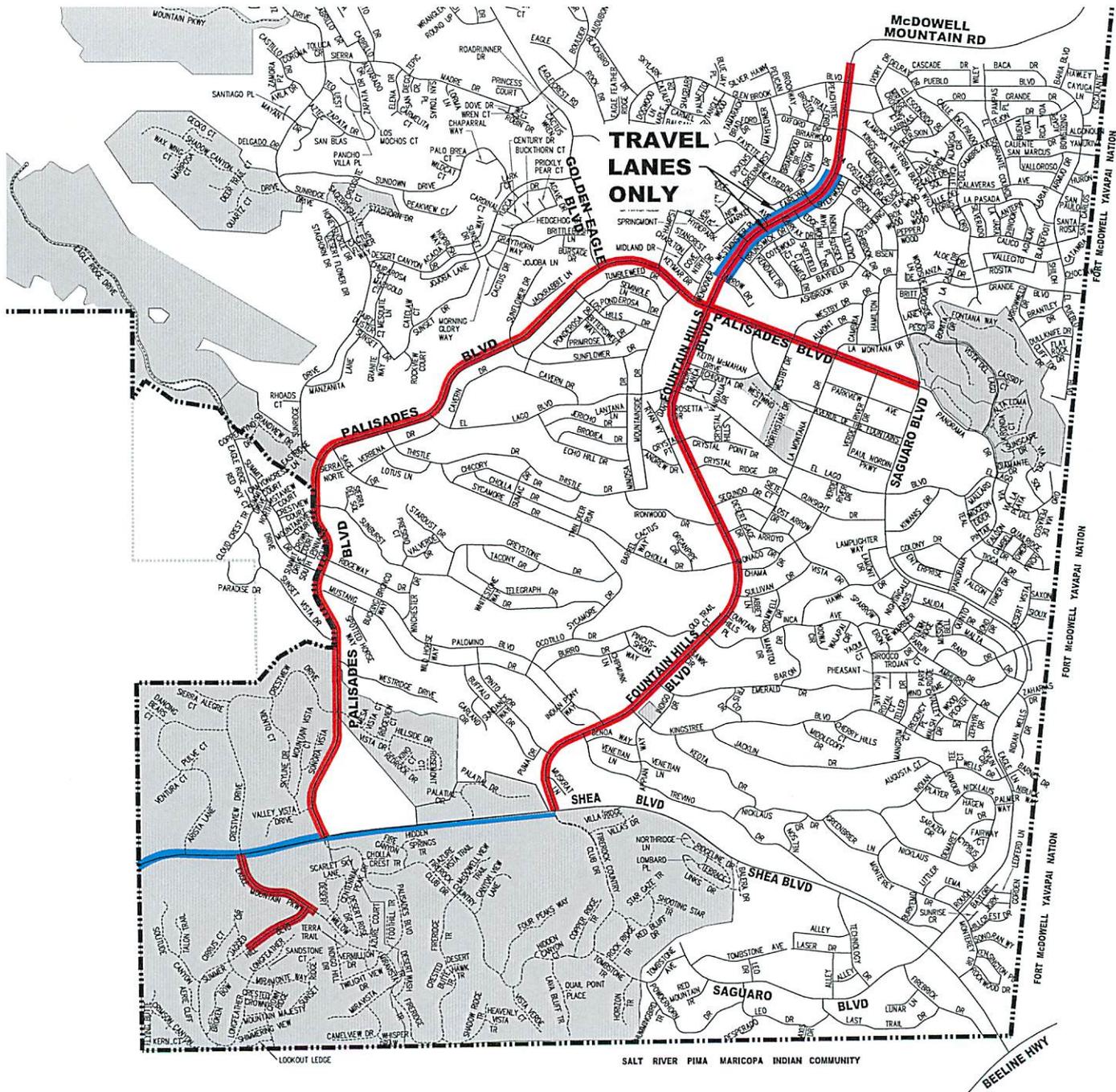
Date of Acceptance: _____





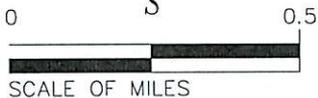
Town of Fountain Hills

ZONE 7 PAVEMENT MANAGEMENT 2013



LEGEND

- MICRO SURFACE
- MILL & OVERLAY
- PRIVATE ROAD
- GATED-PRIVATE



MAP DATE: 5-6-13