

**FIRST AMENDMENT  
TO  
COOPERATIVE PURCHASING AGREEMENT  
BETWEEN  
THE TOWN OF FOUNTAIN HILLS  
AND  
PAVEMENT MARKING, 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 Pavement Marking, Inc., an Arizona corporation (the "Contractor").

**RECITALS**

A. After a competitive procurement process, Yuma County Department of Public Works entered into Contract No. 2011-2012CY.02 dated December 14, 2010, as amended, with the Contractor for the Contractor to furnish all the materials, labor and equipment necessary to provide pavement markings and related services on roadways in Yuma County (the "Yuma Contract").

B. The Town and the Contractor entered into a Cooperative Purchasing Agreement dated March 7, 2013, based upon the Yuma Contract (the "Agreement"), for the Contractor to provide the Town with pavement striping and markings on 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 \$88,000.00, from \$17,750.00 to an aggregate amount not to exceed \$105,750.00, of which \$8,027.38 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 Yuma Contract and the quotation dated May 21, 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:

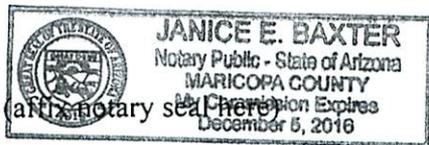
Bevelyn J. Bender

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

EXHIBIT A  
TO  
FIRST AMENDMENT  
TO  
COOPERATIVE PURCHASING AGREEMENT  
BETWEEN  
THE TOWN OF FOUNTAIN HILLS  
AND  
PAVEMENT MARKING, INC.

[Quotation]

See following page.

“Contractor”

PAVEMENT MARKING, INC.  
an Arizona corporation

By: \_\_\_\_\_

*[Handwritten signature of Juan Arvizu]*

Name: Juan Arvizu

Title: Business Development Manager

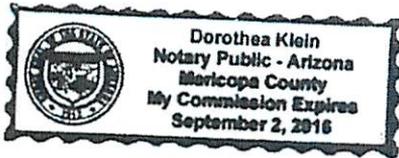
(ACKNOWLEDGMENT)

STATE OF ARIZONA        )  
  ) ss.  
COUNTY OF MARICOPA    )

This instrument was acknowledged before me on June 11, 2013, by Juan Arvizu  
\_\_\_\_\_ as Dev. Mgr. of PAVEMENT MARKING, INC.,  
an Arizona corporation, on behalf of the corporation.

*[Handwritten signature of Dorothea Klein]*  
\_\_\_\_\_  
Notary Public in and for the State of Arizona

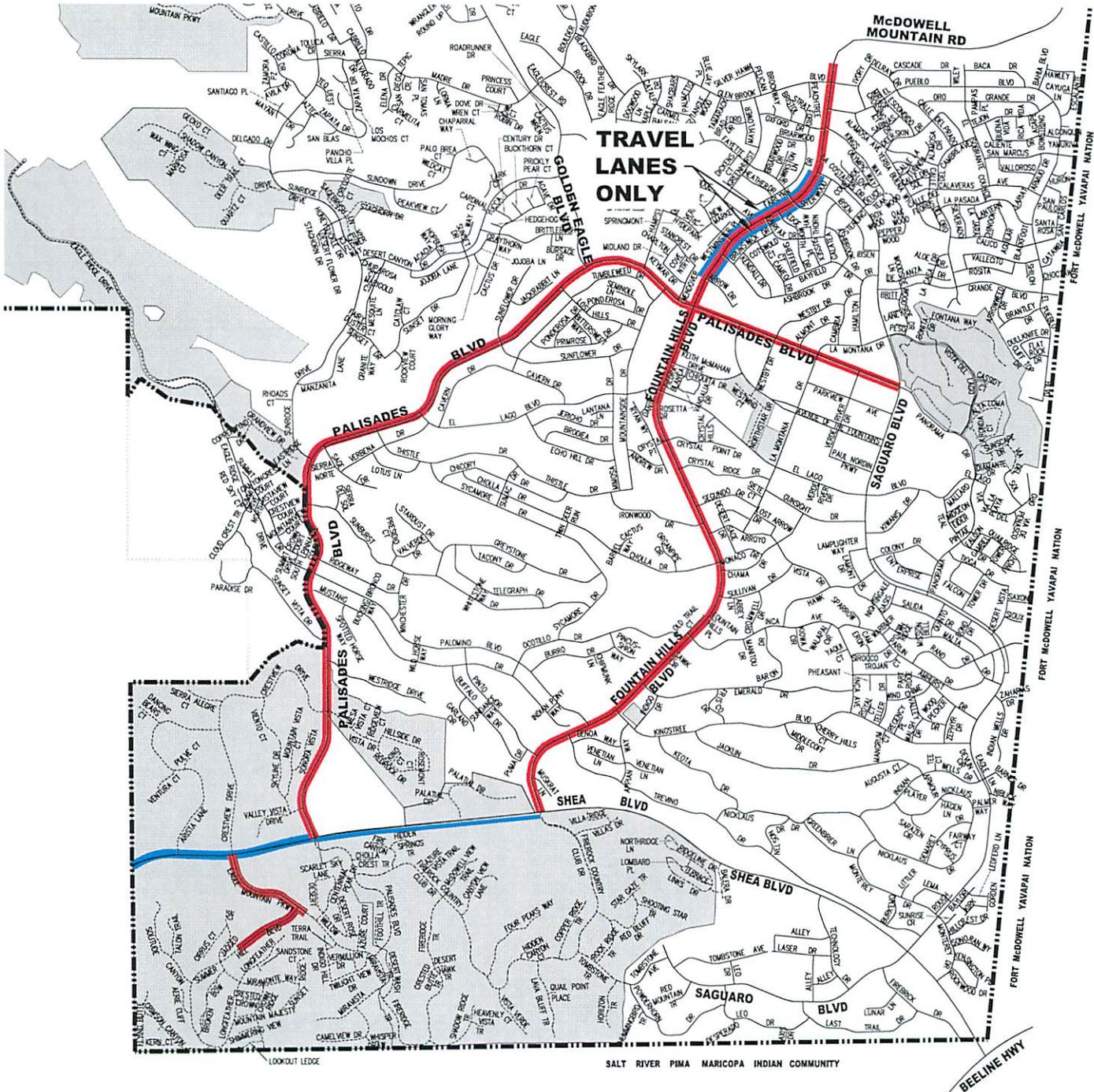
(affix notary seal here)





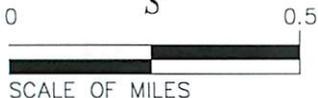
# Town of Fountain Hills

## ZONE 7 PAVEMENT MANAGEMENT 2013



### LEGEND

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



MAP DATE: 5-6-13

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