

AMENDMENT NO. 1
Utility Cut Repairs and Concrete Work FY15/16
(Project 141523, Contract No. C-10029)

This Amendment No. 1 ("Amendment") to the Construction Agreement ("Agreement") is made this 15 day of July, 2016, ("Effective Date"), by and between the City of Glendale, an Arizona municipal corporation ("City") and Gonzalez Asphalt, Inc., an Arizona corporation authorized to do business in Arizona ("Contractor").

RECITALS

- A. City and Gonzalez Asphalt, Inc. ("Contractor") previously entered into a Construction Agreement for Utility Cut Repairs and Concrete Work FY15/16, Contract No. C-10029, dated June 9, 2015 ("Agreement"); and
- B. The Agreement had a one-year term beginning July 1, 2015 through June 30, 2016 and provided the option to extend through written amendment signed by both parties; and
- C. City and Contractor wish to modify and amend the Agreement subject to and strictly in accordance with the terms of this Amendment.

AGREEMENT

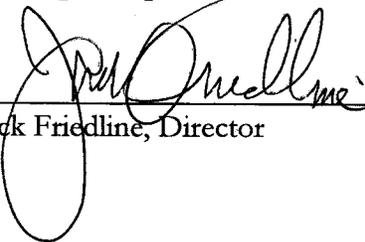
In consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Contractor hereby agree as follows:

- 1. **Recitals.** The recitals set forth above are not merely recitals, but form an integral part of this Amendment.
- 2. **Term.** The term of the Agreement is extended for a ninety (90) day period from July 1, 2016 through September 30, 2016, unless otherwise terminated or canceled as provided by the Agreement. All other provisions of the Agreement except as set forth in this Amendment shall remain in their entirety.
- 3. **Scope of Work.** The scope of work remains unchanged.
- 4. **Compensation.** The compensation is amended to read as follows:

Section 4.1 Contractor's compensation for the Project, including those furnished by its Sub-contractors, will not exceed \$49,000.
- 5. **Insurance Certificate.** Current certificate will expire on June 30, 2016 and a new certificate applying to the extended term must be provided prior to this date to Materials Management and the Contract Administrator.

6. **Non-discrimination.** Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.
7. **Ratification of Agreement.** City and Contractor hereby agree that except as expressly provided herein, the provisions of the Agreement shall be, and remain in full force and effect and that if any provision of this Amendment conflicts with the Agreement, then the provisions of this Amendment shall prevail.

CITY OF GLENDALE, an Arizona
municipal corporation



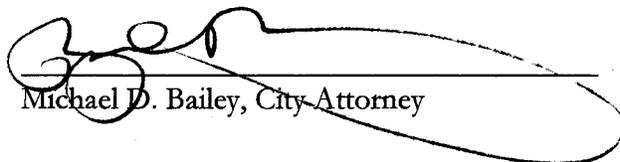
Jack Friedline, Director

ATTEST:



Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:



Michael D. Bailey, City Attorney

Gonzalez Asphalt, Inc.,
an Arizona corporation



By: Juan Gonzalez Jr.
Its: President