

AMENDMENT NO. 4

TOWN OF PARADISE VALLEY SERVICES AGREEMENT STREET PRESERVATION

THIS AMENDMENT NO. 4 to the Town of Paradise Valley Services Agreement-Street Preservation, Contract No. CON-18-0012-PBW, is made this ____ day of _____, 2022 ("Effective Date"), by and between the Town of Paradise Valley, an Arizona municipal corporation, hereinafter referred to as "TOWN," and M.R. Tanner Development & Construction, Inc., an Arizona corporation, hereinafter referred to as "CONTRACTOR".

RECITALS

- A. Town and Contractor previously entered into the Town of Paradise Valley Services Agreement-Street Preservation, Contract No. CON-18-0012-PBW (the "Agreement"), effective March 22, 2018.
- B. The Agreement provided for a Term of three years with two optional one-year extensions, and on March 15, 2021 Town and Contractor entered into Amendment No. 3, approving the first one-year extension.
- C. Town and Contractor now wish to further amend the Agreement and to approve a second one-year extension, subject to and strictly in accordance with the terms of this Amendment No. 4, to provide for pavement work in Maintenance Districts 5, 12 and 13.

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 Town and Contractor hereby agree as follows:

- 1. **Recitals.** The introduction and recitals set forth above are not merely recitals but form an integral part of this Amendment No. 4.
- 2. **Term.** Pursuant to Section 5.1 of the Agreement, the Term of the Agreement is extended one additional year, to terminate on March 21, 2023.
- 3. **Scope of Work.** Section 2 of the Agreement is amended to include paving work in Maintenance Districts 5, 12 and 13, as described in Exhibit G-A4 ("Contractor Proposal for Paving and Related Services in Maintenance Districts 5, 12 & selected streets in Maintenance District 13"), attached hereto and incorporated as if fully set forth herein. Except for Exhibit G-A4, all other provisions of the Scope of Work, including but not limited to pricing, remain unchanged.
- 4. **Price.** Section 4.1 of the Agreement is deleted and replaced to read as follows, with all other provisions of Section 4 remaining unchanged:

4. PRICE:

- 4.1 TOWN shall pay to CONTRACTOR an amount not to exceed One Million Five Hundred and Forty Thousand Dollars (\$1,540,000.00) for the first year of the Agreement for the completion of all routine street preservation work and services described herein, which sum shall include all costs or expenses incurred by CONTRACTOR, payable on actual quantities at the unit pricing as set forth in Exhibit C, attached hereto and made a part hereof by reference.

TOWN shall pay to the CONTRACTOR an amount not to exceed One Million Seven Hundred and Seventy-Six Thousand Dollars (\$1,776,564) for the first year of the Agreement for the completion of preservation work and services as described herein on Tatum Boulevard, which sum shall include all costs or expenses incurred by CONTRACTOR, payable on actual quantities at the unit pricing as set forth in Exhibit C, attached hereto and made a part hereof by reference.

TOWN shall pay to CONTRACTOR an amount not to exceed One Million Five Hundred Ninety Nine Thousand Five Hundred Twenty Six Dollars and Ten Cents (\$1,599,526.10) for the third year of the Agreement for the completion of all routine street preservation work and services described in Exhibit G-A1 ("Project Maps for Routine Preservation Work – Second Year - Contractor's Proposal dated 12/12/2019"), which sum shall include all costs or expenses incurred by CONTRACTOR, payable on actual quantities at the unit pricing as set forth in Exhibit C, attached hereto and made a part hereof by reference.

TOWN shall pay to CONTRACTOR an amount not to exceed One Hundred Forty Two Thousand-Five Hundred Eighty Five Dollars and Eighty Cents (\$142,585.80) for completion of all routine street preservation work and services described herein in Exhibit G-A2 ("Project Maps for Routine Preservation Work – Second Year (Amendment No. 2) - Contractor's Proposal dated 4/16/2018"), which sum shall include all costs or expenses incurred by CONTRACTOR, payable on actual quantities at the unit pricing as set forth in Exhibit C, attached hereto and made a part hereof by reference.

TOWN shall pay to CONTRACTOR an amount not to exceed Two Million Three Hundred Five Thousand Four Hundred Eighty-Six Dollars and Eighty Cents (\$2,305,486.80) for completion of the paving on Lincoln Drive as described herein in Exhibit G-A3, which sum shall include all costs or expenses incurred by CONTRACTOR, payable on actual quantities at the unit pricing as set forth in Exhibit C, attached hereto and made a part hereof by reference, as set forth in Contractor's Proposal labeled "Lincoln Budget" and attached hereto in Exhibit G-A3.

TOWN shall pay to CONTRACTOR an amount not to exceed Two Million Four Hundred Ninety One Thousand Six Hundred Eighty One Dollars (\$2,491,681.00) for completion of the paving in Maintenance Districts 5, 12 and 13 as described in Exhibit G-A4, which sum shall include all costs or expenses incurred by CONTRACTOR, payable on actual quantities at the unit pricing as set forth in Exhibit C, attached hereto and made a part hereof by reference.

5. **Insurance Certificate.** There are no changes to the insurance requirements and other insurance provisions. However, a current certificate of insurance must be provided prior to the Effective Date of this Amendment No. 4.

6. **Ratification of Agreement.** Town 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.

IN WITNESS WHEREOF, the parties have entered into this Amendment No. 4 effective on the date first above written.

TOWN OF PARADISE VALLEY

**M.R. TANNER DEVELOPMENT &
CONSTRUCTION, INC.**

By: _____
Jill B. Keimach, Town Manager

By: _____
Signature

Printed Name, Title

Date: _____

Date: _____

ATTEST:

Duncan Miller, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire Town Attorney

EXHIBIT G-A4

See Attached: Contractor Proposal for Paving and Related Services in Maintenance Districts 5, 12 & selected streets in Maintenance District 13