

AMENDMENT NO. 4
PAVEMENT MANAGEMENT PROGRAM - TYPE 3 SLURRY
(Linking Agreement to Pinal County JOC Contract No. 175923, Contract No. C18-0877)

This Amendment No. 7 (“Amendment”) to the Linking Agreement for Southwest Slurry Seal, Inc. (“Agreement”) is made this _____ day of _____, 2022, (“Effective Date”), by and between the City of Glendale, an Arizona municipal corporation (“City”) and Southwest Slurry Seal, LLC (formerly Southwest Slurry Seal, Inc.), Arizona limited liability company authorized to do business in Arizona (“Contractor”).

RECITALS

- A. City and Southwest Slurry Seal, Inc. (“Contractor”) previously entered into Linking Agreement, Contract No. C18-0877, dated September 25, 2018 (“Agreement”); and
- B. The original Pinal County Contract, Contract No. 175923 had an initial term beginning September 25, 2018 through June 26, 2019, with the option to extend an additional four (4) years in one-year increments; and
- C. City and Contractor previously entered into Contract Extension No. 1 (C18-0877-1) extending the term of the agreement through June 26, 2020; and
- D. City and Contractor previously entered into Contract Amendment No. 2 (C18-0877-2) increasing the compensation to \$7,500,000; and
- E. City and Contractor entered into Contract Extension No. 2 (C18-0877-3) extending the term of the agreement through June 26, 2021; and
- F. City and Contractor previously entered into Contract Extension No. 3 (C18-0877-5) extending the term of the agreement through June 26, 2022; and
- G. City and Contractor entered into Contract Amendment No. 4 (C18-0877-4) increasing the compensation to \$11,500,000; and
- H. The Contractor submitted a Statement of Conversion to the Arizona Corporation Commission converting the entity type from Corporation to LLC on December 3, 2021; and
- J. City and Contractor previously entered in to Contract Extension No. 4 (C18-0877-6) extending the term of the agreement through June 26, 2023.
- K. 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 unchanged and shall expire on June 26, 2023.
3. **Scope of Work.** The scope of work under this contract remains unchanged.
4. **Compensation.** The total compensation of this contract will increase to a total of \$16,500,000 dollars. The increase in compensation is a result of the types of work to be completed as a part of the Pavement Management Program.
5. **Insurance Certificate.** A current certificate of insurance applying to this Agreement must be provided to Materials Management and the Contract Administrator in order for this Amendment to become effective.
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. **No Boycott of Israel.** To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.
8. **Attestation of PCI Compliance.** When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.
9. **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.

[Signatures on the following page.]

CITY OF GLENDALE, an Arizona
municipal corporation

Kevin R. Phelps, City Manager

ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

Southwest Slurry Seal, LLC
an Arizona limited liability company



By: Richard Francis

Its: President

Arizona Corporation Commission - RECEIVED: 12/3/2021

Arizona Corporation Commission - FILED: 12/3/2021

DO NOT WRITE ABOVE THIS LINE; RESERVED FOR ACC USE ONLY.

STATEMENT OF CONVERSION

Read the Instructions M085i

1. **CONVERTING ENTITY NAME:** Southwest Slurry Seal, Inc.
- 1.1 **CONVERTING ENTITY JURISDICTION OF ORGANIZATION:** Arizona
- 1.2 **CONVERTING ENTITY TYPE** - (e.g., corporation, LLC): corporation
- 1.3 **CONVERTING ENTITY ORIGINAL DATE OF INCORPORATION/ORGANIZATION:** 09/10/1981

2. **CONVERTED ENTITY NAME** (see Instructions):
Southwest Slurry Seal, LLC

2.1 **CONVERTED ENTITY JURISDICTION OF ORGANIZATION:** Arizona

2.2 **CONVERTED ENTITY TYPE** - Check only one and follow instructions:

- Arizona corporation** - attach to this Statement the Articles of Incorporation.
- Arizona LLC** - attach to this Statement the Articles of Organization.
- Arizona limited partnership (LP, LLP, LLLP)** - attach to this Statement the limited partnership document that is required to be filed with the Secretary of State's office.
NOTE - partnerships must also file with the Arizona Secretary of State.
- Foreign corporation seeking registration with the A.C.C.** - attach to this Statement the Application for Authority.
- Foreign LLC seeking registration with the A.C.C.** - attach to this Statement the Foreign Registration Statement.
- Foreign corporation, LLC, or other entity that is not, and will not, be registered with the A.C.C.**

3. **FOREIGN CONVERTED ENTITY, NOT QUALIFIED IN ARIZONA - MAILING ADDRESS** (foreign entities that are not and will not be qualified to transact business or conduct affairs in Arizona must provide a mailing address to which service of process may be mailed):

Attention (optional)		
Address 1		
Address 2 (optional)		
City	State or Province	Zip
Country		

DocuSign Envelope ID: E31A58CD-A2F0-4849-A09F-4645DDB85CB3

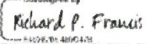
4. APPROVAL OF CONVERSION - (applies to the converting entity):

By the signatures appearing on this Statement of Conversion, the converting entity declares under the penalty of perjury that the plan of conversion was approved by the Arizona converting entity in accordance with A.R.S. § 29-2403, or, if the converting entity is a foreign entity, in accordance with the laws of its jurisdiction of organization.

5. DELAYED EFFECTIVE DATE - Complete this section only if the conversion will have a *delayed* effective date of not more than 90 days after delivery of the Statement to the A.C.C. - list that date below:

SIGNATURES: The converting entity must sign.

The signer of this Statement declares and certifies *under penalty of perjury* that this Statement together with any attachments is submitted in compliance with Arizona law.

Entity Name:	
Southwest Slurry Seal, Inc.	12/03/2021
Signature:	Date:
	
Print name <small>(PLEASE PRINT)</small>	
Richard P. Francis, President	

Expedited or Same Day/Next Day services are available for an additional fee - see Instructions or Cover sheet for prices.

Filing Fee: \$100.00 (corporations) \$50 (LLCs) All fees are nonrefundable - see Instructions.	Mail: Arizona Corporation Commission - Examination Section 1300 W. Washington St., Phoenix, Arizona 85007 Fax (for Regular or Expedite Service ONLY): 602-542-4100 Fax (for Same Day/Next Day Service ONLY): 602-542-0900
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Please be advised that A.C.C. forms reflect only the **minimum** provisions required by statute. You should seek private legal counsel for those matters that may pertain to the individual needs of your business. All documents filed with the Arizona Corporation Commission are **public record** and are open for public inspection. If you have questions after reading the Instructions, please call 602-542-3026 or (within Arizona only) 800-345-5819.