

**AMENDMENT NO. 4 TO THE COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF TOLLESON
AND
PUMP PRO LLC**

THIS AMENDMENT NUMBER 4 TO THE COOPERATIVE PURCHASING AGREEMENT (this "Amendment") between the City of Tolleson, an Arizona municipal corporation (the "City") and Pump Pro LLC, (the "Contractor"), (collectively, "the parties"). This Amendment shall be effective on the last signature date set forth below.

Note: Amendment changes are noted with additions in **bold** font and deletions in ~~strikeout~~ font.

RECITALS

A. The City and the Contractor entered into a Cooperative Purchasing Agreement dated March 10, 2020, as amended by the First Amendment dated February 23, 2022 and the Second Amendment dated March 14, 2023 and the Third Amendment dated October 25, 2023 (collectively, the "Agreement"), based upon the City of Tempe Contract Number WUD20-029-02, as amended, (collectively, the "Contract"), for the purchase of goods, materials and/or services described in the Contract as vertical water pumps, maintenance, purchase and repair. The terms of the Agreement and any amendments are incorporated herein.

B. The City and the Contractor wish to retroactively amend the Agreement to extend the term of the Agreement through November 18, 2025 and increase the compensation paid to Contractor to \$500,000.00.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and 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 City and the Contractor hereby agree as follows:

1. Term of Agreement. This Agreement is retroactively extended and shall remain in full force and effect until November 18, ~~2023-2024~~ **2025**, unless terminated as otherwise provided in this Agreement or the procurement contract.

2. Compensation. The City shall pay the Contractor an annual aggregate amount not to exceed ~~\$300,000.00~~ **\$500,000.00** per year for the additional goods materials and/or services.

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 Amendment, the Contractor affirmatively asserts that (i) the City is not currently in default, nor has it been in default at any time prior to this 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 Amendment are forever waived.

5. Conflict of Interest. This Amendment and the Agreement may be cancelled by the City pursuant to A.R.S. § 38-511.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date and year last set forth below.

“City”

CITY OF TOLLESON,
an Arizona municipal corporation

Reyes Medrano, Jr., City Manager

DATE

ATTEST:

Crystal Zamora, City Clerk

APPROVED AS TO FORM:

Justin S. Pierce, City Attorney

[ADDITIONAL SIGNATURE ON FOLLOWING PAGE.]

"Contractor"

PUMP PRO, LLC,
an Arizona limited liability corporation

By: DAN B Waddell
Name: Dan B Waddell
Title: Manager

2-25-25
DATE



Financial Services
Procurement Office
20 E 6th Street
Tempe, AZ 85281

Contract Renewal Notice

Contract Number WUD20-028-02
Contract Description Vertical Water Pumps Maintenance, Purchase

Date August 12, 2024

97356

Pump Pro LLC
Dan Waddell
PO Box 20744
Phoenix, AZ 85036

Renewal Information

Beginning	November 19, 2024
Ending	November 18, 2025
Renewal	4 of 4

Contract Renewal Information

The City of Tempe is requesting renewal of the above mentioned contract under the same terms and conditions at either current contract prices/discounts or at prices/discounts more favorable to the City of Tempe.

If the contractor has lowered the market price(s) of any item(s) on the City's contract, then such lowered prices should be offered to the City of Tempe.

Where performance bonds and/or insurance coverage were requirements of the City's original solicitation/contract, a renewing contractor must provide evidence of bonds and/or insurance extensions as applicable to ongoing City of Tempe contract. Failure to provide insurance certificates as outlined below may result in contract cancellation.

Pump Pro LLC certifies that it is not currently engaged in, and agrees for the duration of this Contract/Agreement that it will not engage in, a boycott of Israel, as that term is defined in A.R.S. § 35-393.

Contractor hereby acknowledges receipt and understanding of this Contract Renewal Notice and that a signed copy of this notice must be filed with the City of Tempe Procurement Office within thirty (30) days from the above noted issue date and the updated insurance certificates (City of Tempe Included as additional insured) will be submitted.

Please note: If included, the Affidavit of Compliance form must be completed and returned with the renewal documents. This affidavit is related to the City's new anti-discrimination ordinance that requires compliance from all City contractors.

Procurement Officer	Eric Kraenzle, C.P.M.	480-350-8548	eric_kraenzle@tempe.gov
Procurement Specialist	Elaine Ngai	480-350-8618	elaine_ngai@tempe.gov