

**AMENDMENT NO. 1 TO CHEMICAL PURCHASE AGREEMENT  
BETWEEN  
THE CITY OF TOLLESON  
AND  
PVS DX, INC.**

THIS AMENDMENT NUMBER 1 TO CHEMICAL PURCHASE AGREEMENT (this "Amendment") is between the City of Tolleson, an Arizona municipal corporation (the "City") and PVS DX, Inc. (the "Contractor") and shall become effective (the "Effective Date") upon the date this Agreement is signed by both Parties.

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

RECITALS

- A. The City entered into a Chemical Purchase Agreement dated October 23, 2024, with Contractor.
- B. The City has determined that additional Chemicals are necessary.
- C. The City and the Contractor desire to enter into this Amendment to increase the compensation authorized by the Agreement for the Additional Chemical purchases.

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. Compensation. Commencing with the fiscal year July 1, 2024 through June 30, 2025, the City's payments to the Contractor, if any, shall not exceed an aggregate amount of ~~\$200,000.00~~ **\$500,000.00** for each fiscal year, for Chemicals at the rates that shall be agreed upon by the parties.
- 2. 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.
- 3. 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.

4. Conflict of Interest. This Amendment and the Agreement may be cancelled by the City pursuant to Ariz. Rev. Stat. § 38-511.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Effective Date.

**“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

**“Contractor”**

PVS DX, Inc.,  
a Michigan corporation,

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

\_\_\_\_\_  
Date

Name: \_\_\_\_\_

Title: \_\_\_\_\_