

**AMENDMENT NO. 2 TO THE COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF TOLLESON
AND
ASR CONSTRUCTION GROUP LLC**

THIS AMENDMENT NO. 2 TO THE COOPERATIVE PURCHASING AGREEMENT (this “Second Amendment”) between the CITY OF TOLLESON, an Arizona municipal corporation (the “City”) and ASR CONSTRUCTION GROUP LLC, an Arizona limited liability company, (the “Contractor”), (collectively, “the parties”), is hereby entered into and 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 October 23, 2024, based upon the City of Peoria JOC No. ACON15023, as amended (collectively, the “Cooperative Contract”), for JOC Water & Wastewater Treatment and Remote Facilities Projects (the “Services”). A copy of the Cooperative Contract is on file with the City Clerk’s office and is incorporated herein by reference.

B. The City and the Contractor desire to amend the Agreement to increase the compensation paid to the Contractor.

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. The parties agree to amend Paragraph 3 Compensation of the Agreement, as follows:

3. Compensation. The City’s payments to the Contractor (if any) shall not exceed an aggregate amount of ~~\$1,500,000.00~~**\$3,000,000.00** for each fiscal year, July 1st through June 30th, for the Services at payment rates that shall be agreed upon by the parties. If an entire fiscal year does not fall within the Term of this Agreement, the aggregate compensation limit for that partial year shall be reduced to an amount equal to the compensation limit multiplied by a factor having as its numerator the number of days in the partial fiscal year and as its denominator the number three hundred sixty-five (365).

2. The parties agree to amend Pierce Coleman PLLC notice address in Paragraph 15 of the Agreement as follows:

With copy to: Pierce Coleman PLLC
~~7730 E. Greenway Road, Suite 105~~
17851 N. 85TH STREET, SUITE 175
Scottsdale, Arizona ~~85260~~85255
Attn: Justin Pierce, City Attorney

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 Second 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 Second 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 Second Amendment are forever waived.

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

[SIGNATURES APPEAR ON FOLLOWING PAGES.]

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

"Contractor"

ASR CONSTRUCTION GROUP LLC,
an Arizona limited liability company

By: 

Name: Daniel Anderson

Its: Managing member

9-10-2025
DATE