AMENDMENT NO. 2 TO THE COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF TOLLESON
AND
WACO, LLC

THIS AMENDMENT NO. 2 TO THE AGREEMENT FOR SERVICES (this "Second Amendment") between the CITY OF TOLLESON, an Arizona municipal corporation (the "City") and WACO, 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 on April 11, 2025, as amended (collectively, the "Agreement"), based upon the City of Scottsdale Contract No. 25RFP2514 (the "Cooperative Contract") to provide emergency pipeline repair services ("Equipment and 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 shall pay Contractor for Equipment and Services ordered during the Term, an aggregate amount not to exceed ~~$200,000.00~~ **$350,000.00** per year at the rates described in the Cooperative Contract.

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 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.

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

[SIGNATURES ON THE FOLLOWING PAGE(S).]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the last date and year 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**"

WACO, LLC,
an Arizona limited liability company

By: _____ _____
Name:_____ DATE
Title:_____