

**FOURTH AMENDMENT TO
AGREEMENT FOR CONCRETE
MAINTENANCE, REPAIR, AND INSTALLATION SERVICES**

THIS FOURTH AMENDMENT TO AGREEMENT FOR CONCRETE MAINTENANCE, REPAIR, AND INSTALLATION SERVICES ("Fourth Amendment") is made and entered into this 1st day of August 2017, by and between the City of Maricopa, Arizona, an Arizona municipal corporation ("City"), and DWA Construction Co., LLC, an Arizona limited liability company ("Contractor"), for concrete maintenance, repair, and installation services on an "as needed" basis.

WHEREAS, on December 16, 2014, the Maricopa City Council approved an Agreement for Concrete Maintenance, Repair, and Installation Services with Contractor for concrete maintenance, repair and installation services on an "as needed" basis ("Agreement"); and

WHEREAS, on June 16, 2015, the Maricopa City Council approved a First Amendment to the Agreement for Concrete Maintenance, Repair, and Installation Services with Contractor to extend the term of the Agreement until December 16, 2016, and to increase the not-to-exceed compensation amount ("First Amendment"); and

WHEREAS, on June 21, 2016, the Maricopa City Council approved a Second Amendment to the Agreement for Concrete Maintenance, Repair, and Installation Services with Contractor to increase the not-to-exceed compensation amount ("Second Amendment"); and

WHEREAS, on November 21, 2016, the Maricopa City Council approved a Third Amendment to the Agreement for Concrete Maintenance, Repair, and Installation Services with Contractor to extend the term of the Agreement until July 30, 2017 ("Third Amendment"); and

WHEREAS, pursuant to Section 2 of the Agreement the Initial Term was for one (1) year and the City has the option to extend the term for four (4) additional one (1) year terms; and

WHEREAS, the parties now desire to amend the Agreement, the First Amendment, the Second Amendment, and the Third Amendment to extend the term of the Agreement and to increase the not-to-exceed amount to allow Contractor to provide additional concrete maintenance, repair and installation services.

NOW, THEREFORE, the parties specifically agree to amend the Agreement approved on December 16, 2014, the First Amendment approved on June 16, 2015, the Second Amendment approved on June 21, 2016, and the Third Amendment approved on November 21, 2016 as follows:

1. Section 2, TERM, shall be amended to reflect that in accordance with the terms and conditions of the Agreement, the First Amendment, the Second Amendment, the Third Amendment, and this Fourth Amendment, the term of the Agreement shall be extended to July 30, 2018.


2. Section 3, COMPENSATION, shall be amended to reflect that in accordance with the terms and conditions of the Agreement, the First Amendment, the Second Amendment, the Third Amendment and this Fourth Amendment, City shall compensate Contractor for its professional services as set forth in Exhibit B of the Agreement. In no event, shall the total compensation under this Fourth Amendment exceed ONE HUNDRED SEVENTEEN THOUSAND SEVEN HUNDRED SIXTY TWO and 00/100 Dollars (\$117,762.00), for a total amount not to exceed FOUR HUNDRED SEVENTY THOUSAND NINE HUNDRED FIFTY EIGHT and 00/100 Dollars (\$470,958.00) under the Agreement, the First Amendment, the Second Amendment, the Third Amendment and this Fourth Amendment, which includes all taxes and other costs. Exhausting the total amount payable for activities described herein shall not relieve Contractor of its obligations to perform such Services. Should City request additional Services beyond that specified herein, Contractor shall charge, and City shall pay, a rate as mutually agreed upon in writing prior to Contractor performing the additional Services. Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible thereof. The City reserves the right to procure the services set forth herein from other sources when deemed necessary and appropriate by City.

3. All other terms and conditions of the original Agreement, the First Amendment and the Second Amendment are to continue in full force and effect as stated and agreed to in the Agreement dated December 16, 2014, the First Amendment dated June 16, 2015, the Second Amendment June 21, 2016, and the Third Amendment dated November 21, 2016 as if fully set forth herein.

IN WITNESS WHEREOF, the parties have caused this Fourth Amendment to be signed by their duly authorized representatives as of the day and year first above written.

CONTRACTOR:

DWA Construction Co., LLC,
an Arizona limited liability company

By: 
Title: Manager

CITY OF MARICOPA
An Arizona municipal corporation

Christian Price
Mayor

ATTEST:

APPROVED AS TO FORM:

Vanessa Bueras,
City Clerk

Denis M. Fitzgibbons,
City Attorney