

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

THIS FIRST AMENDMENT TO AGREEMENT FOR CONCRETE MAINTENANCE, REPAIR, AND INSTALLATION SERVICES ("First Amendment") is made and entered into this 16th day of June 2015, 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, the City needs additional services from Contractor, which will exceed the current term and compensation amount approved by the City Council in the Agreement; and

WHEREAS, the parties now desire to amend the Agreement to extend the term of the agreement and increase the not to exceed compensation 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 as follows:

1. Section 2, Term, shall be amended to reflect that the term of the Agreement shall be extended until December 16, 2016, unless extended or terminated in accordance with the terms of the Agreement and this First Amendment. The City shall have the option to extend the Initial Term of the Agreement for three (3) additional one (1) year terms ("Renewal Terms").

2. Section 3, Compensation, shall be amended to reflect that in accordance with the terms and conditions of the Agreement and this First 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 the Agreement and this First Amendment exceed TWO HUNDRED THIRTY FIVE THOUSAND FIVE HUNDRED TWENTY FOUR and 00/100 Dollars (\$235,524.00), 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 may review a fully documented, written request for a price increase submitted by Contractor, but only at the time of contract extension. The requested increase shall be based upon a cost increase to the Contractor that was clearly unpredictable at the time of the offer and is directly correlated to the price of the product/service covered under this Agreement. The City shall determine whether the requested price increase or an alternate option is in the best interest of the City. Any price adjustment will be effective upon the execution date of the contract extension.

The quantities listed are the City's best estimate and do not obligate them to contract for or accept more than its actual requirements during the period of this Agreement, as determined by actual needs and availability of appropriate funds. The City reserves the right to procure the products set forth herein from other sources when deemed necessary and appropriate.

3. All other terms and conditions of the original Agreement are to continue in full force and effect as stated and agreed to in the Agreement dated December 16, 2014 as if fully set forth herein.

IN WITNESS WHEREOF, the parties have caused this First 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: _____

CITY OF MARICOPA
An Arizona municipal corporation

Christian Price
Mayor

ATTEST:

APPROVED AS TO FORM:

Vanessa Bueras,
City Clerk

Denis M. Fitzgibbons,
City Attorney