

**THIRD AMENDMENT TO THE  
PROFESSIONAL SERVICES AGREEMENT  
FOR PROFESSIONAL PROGRAM/CONSTRUCTION  
MANAGEMENT AND DESIGN SERVICES**

THIS THIRD AMENDMENT (“Third Amendment”) is made and entered into this 7<sup>th</sup> day of February, 2012, by and between the City of Maricopa, ARIZONA, an Arizona municipal corporation (“City”), and Abacus Project Management, Inc., an Arizona Corporation (“Consultant”). The City and Consultant are referred to collectively as the “Parties”.

**RECITALS**

WHEREAS, on September 7, 2010, the Maricopa City Council approved an agreement with Consultant for Professional Program/Construction Management and Design Services (“Agreement”); and

WHEREAS, on December 7, 2010, the Maricopa City Council approved the First Amendment with Consultant to include the scope of work and compensation for Task Order 2; and

WHEREAS, on June 7, 2011, the Maricopa City Council approved the Second Amendment with Consultant to revise the scope of work and compensation related to Task Order 2 and add Program Management Pre-Construction services for Task Orders 3 and 4; and

WHEREAS, the Parties now desire to amend the Agreement, First Amendment and Second Amendment to revise the scope of work to allow for additional professional program/construction management and design services and compensation related to Task Orders 1 and 2.

**AGREEMENT**

THEREFORE, the Parties specifically agree to amend the Agreement approved on September 7, 2010, the First Amendment approved on December 7, 2010 and the Second Amendment approved on June 7, 2011 as follows:

A. In addition to the professional services set forth in Section 2, Scope of Work, of the First Amendment and Second Amendment, Consultant agrees to perform the professional services as set forth in Exhibit A, which is incorporated into this Third Amendment. The detailed scope of work for construction services for Task Orders 3 and 4 and the detailed scope of work for pre-construction and construction services for Task Orders 5 and 6 will be provided by Consultant at such time as the specific scope and timing of such Task Orders are known, as mutually agreed upon by the Parties.

B. In addition to the amount set forth in Section 3, Compensation, of the First Amendment and Second Amendment, in accordance with the terms and conditions of the Agreement, First Amendment and this Second Amendment, City shall compensate Consultant for the additional professional services set forth above as follows:

See attached Exhibit A, which is incorporated into this Agreement.

In no event shall the total amount of compensation exceed One Million Nine Hundred Eight Thousand Nine Hundred Sixty Five and 40/100 Dollars (\$1,908,965.40) for Task Order 1. In no event shall the total amount of compensation exceed Four Hundred Ninety Thousand Nineteen and 60/100 Dollars (\$490,019.60) for Task Order 2. The not to exceed amount for construction services for Task Orders 3 and 4 and the not to exceed amount for pre-construction and construction services for Task Orders 5 and 6 shall depend on the construction cost of the project(s). Exhausting the total amount payable for activities described in Section 2 shall not relieve Consultant of its obligations to perform such services. Should City request additional services beyond those specified in Section 2, Consultant shall charge, and City shall pay, an hourly rate as mutually agreed upon in writing prior to Consultant performing the additional services.

C. All other terms and conditions of the original Agreement, First Amendment and Second Amendment are to continue in full force and effect as stated and agreed to in the Agreement, First Amendment and Second Amendment as if fully set forth herein.

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

CONSULTANT:

Abacus Project Management, Inc.,  
an Arizona Corporation

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

**CITY OF MARICOPA**  
An Arizona municipal corporation

\_\_\_\_\_  
Anthony Smith  
Mayor

ATTEST:

\_\_\_\_\_  
Vanessa Bueras  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Denis M. Fitzgibbons  
City Attorney

# **EXHIBIT A**

Scope of Work and Compensation