

SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT ("First Amendment") is made and entered into this 17th day of January, 2017, by and between the City of Maricopa, Arizona, an Arizona municipal corporation ("City"), and Wilson & Company, Inc., Engineers and Architects, a Kansas corporation ("Consultant"), for the project entitled "Regional Transportation Plan Update."

RECITALS

WHEREAS, City and Consultant are currently parties to an Agreement dated December 2, 2014 ("Agreement"), which establishes: (i) the existence of a cooperative contractual relationship between the parties based on AZ State Contract #ADSP014-00003465; (ii) the terms and conditions by which Consultant is to provide City with services; and, (iii) the maximum aggregate amount to be expended by City; and

WHEREAS, on June 21, 2016, the Maricopa City Council approved the First Amendment to the Agreement to extend the term of the Agreement ("First Amendment"); and

WHEREAS, Consultant shall continue to provide the services pursuant to the Agreement, the First Amendment and this Second Amendment in accordance with its proposal to the State of Arizona Annual Request for Qualifications, #ADSP016-00005912, which allows the continued cooperative use of Consultant's services; and

WHEREAS, the City and Consultant desire to amend the Agreement to extend the term for the services to be provided by Consultant, expand the duties to be performed by Consultant and amend the not-to-exceed amount for such services.

AGREEMENT

NOW, THEREFORE, the parties specifically agree to amend the Agreement approved on December 2, 2014 and the First Amendment approved on June 21, 2016 as follows:

1. Paragraph 2, CONSULTANT'S DUTIES, shall be amended to reflect that, in addition to the services to be provided pursuant to the Agreement and First Amendment, Consultant agrees to perform the following services in connection with the Project:

See attached Exhibit 1, which is incorporated into this Second Amendment.

2. Paragraph 3, COMPENSATION, shall be amended to reflect that, in accordance with the terms and conditions of the Agreement, the First Amendment and this Second Amendment, City shall compensate Consultant for the additional duties as follows:

See attached Exhibit 3, which is incorporated into this Second Amendment

In no event, shall the total compensation under the Agreement, the First Amendment and this Second Amendment exceed SIX HUNDRED FORTY SEVEN THOUSAND FIVE HUNDRED EIGHTY and 00/100 Dollars (\$647,580.00). Exhausting the total amount payable for activities described in Section 1 of the Agreement shall not relieve Consultant of its obligations to perform such services. Should City request additional services beyond those specified in Section 1 of the Agreement, Consultant's Duties, Consultant shall charge, and City shall pay, a rate as mutually agreed upon in writing prior to Consultant performing the additional services.

3. Paragraph 4, TERM, shall be amended to reflect that the term of the Agreement and this First Amendment shall be extended and will terminate on June 30, 2017, unless extended or terminated in accordance with the terms of the Agreement, the First Amendment or this Second Amendment.

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

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

CONSULTANT:

Wilson & Company, Inc., Engineers
and Architects, a Kansas Corporation

By: _____
Its: _____

CITY OF MARICOPA
an Arizona municipal corporation

Christian Price
Mayor

ATTEST:

APPROVED AS TO FORM:

Vanessa Bueras
City Clerk

Denis M. Fitzgibbons
City Attorney