

**THIRD AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT**

THIS THIRD AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT ("Third Amendment") is made and entered into this 19th day of January, 2016, by and between the City of Maricopa, Arizona, an Arizona municipal corporation ("City"), and EPS Group, Inc., an Arizona Corporation ("Consultant"), for professional engineering services for the Edison Road – SR 347 to SR 238 – Roadway Design Project ("Project").

WHEREAS, on April 15, 2014, the Maricopa City Council approved an Agreement with Consultant to provide professional engineering services for the project ("Agreement"); and

WHEREAS, on December 16, 2014, the Maricopa City Council approved the First Amendment to expand the scope of work to include the extension of the 36" sewer in SR 238 and increase the not to exceed compensation for such expanded scope; and

WHEREAS, on June 16, 2015, the Maricopa City Council approved the Second Amendment to increase the not to exceed amount due to a dramatic increase in the sewer review fee structure of the Arizona Department of Environmental Quality (ADEQ); and

WHEREAS, in procuring these services City has complied with the cooperative purchasing procedures set forth in Section 3-223 of the City of Maricopa's City Code; and

WHEREAS, the parties now desire to amend the Agreement and First Amendment to increase the not to exceed compensation amount due to the redesign for a reduction in improvements for a portion of Edison Road and ADEQ Engineer of Record Services for Phase One.

NOW, THEREFORE, the parties specifically agree to amend the Agreement approved on April 15, 2014, the First Amendment approved on December 16, 2014 and the Second Amendment approved on June 16, 2015 as follows:

1. Section 2 of the Agreement and First Amendment shall be amended to add the reduced improvements included in Exhibit 1, which is attached hereto and incorporated herein by reference, and the Engineer of Record Services included in Exhibit 2, which is attached hereto and incorporated herein by reference.

2. Section 3 of the Agreement, First Amendment and Second Amendment shall be amended to include an additional ONE HUNDRED THREE THOUSAND TWO HUNDRED NINE and 80/100 Dollars (\$103,209.80) for the redesign for the reduced improvements included in Exhibit 1, which is attached hereto and incorporated herein by reference, and the Engineer of Record Services included in Exhibit 2, which is attached hereto and incorporated herein by reference.

In no event, shall the total compensation under the Agreement, First Amendment and this Second Amendment exceed FIVE HUNDRED THIRTY THREE THOUSAND TWO HUNDRED SEVENTY EIGHT and 80/100 Dollars (\$533,278.80) plus allowances as set forth in Exhibit C to the Agreement. Exhausting the total amount payable for activities described herein shall not relieve Contractor of its obligations to perform such work. Should City request additional work 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 work.

3. All other terms and conditions of the 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.

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:
EPS GROUP, INC.
An Arizona corporation

By: _____

Title: _____

CITY OF MARICOPA
An Arizona municipal corporation

Christian Price
Mayor

ATTEST:

Vanessa Bueras
City Clerk

APPROVED AS TO FORM:

Denis M. Fitzgibbons
City Attorney

EXHIBIT 1
Reduction in Improvements

EXHIBIT 2
Engineer of Record Services