

**THIRD AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT**

THIS THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (“Third Amendment”) is made and entered into this 4th day of March 2014, by and between the City of Maricopa, Arizona, an Arizona municipal corporation (“City”), and Jacobs Engineering Group, Inc., a Delaware Corporation (“Consultant”), to provide “Interim Engineering Services.”

WHEREAS, on February 5, 2013, the Maricopa City Council approved a Professional Services Agreement with Consultant for interim engineering services (“Agreement”); and

WHEREAS, on April 16, 2013, the Maricopa City Council approved a First Amendment to Professional Services Agreement with Consultant for compensation for additional interim engineering services (“First Amendment”); and

WHEREAS, on October 29, 2013, the Maricopa City Council approved a Second Amendment to Professional Services Agreement with Consultant for compensation for additional interim engineering services (“Second Amendment”); and

WHEREAS, the City needs additional interim engineering services from Consultant, which will exceed the compensation amount approved by the City Council in the Agreement, First Amendment, and Second Amendment; and

WHEREAS, the parties now desire to amend the Agreement, First Amendment, and Second Amendment to increase the not to exceed compensation amount to allow Consultant to perform additional interim engineering services.

NOW, THEREFORE, the parties specifically agree to amend the Agreement approved on February 5, 2013, the First Amendment approved on April 16, 2013, and the Second Amendment approved on October 29, 2013 as follows:

1. Section 2, Compensation, shall be amended to reflect that in accordance with the terms and conditions of the Agreement, the First Amendment, the Second Amendment, and this Third Amendment, City shall compensate Consultant for its professional services as set forth in Exhibit A of the Agreement.

In no event, shall the total compensation under the Agreement, the First Amendment, and this Second Amendment exceed One Hundred Thirty Thousand and 00/100 Dollars (\$130,000.00). Exhausting the total amount payable for activities described in Section 1, Consultant’s Duties, 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, 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.

2. 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 February 5, 2013, the First Amendment dated April 16, 2013, and the Second Amendment dated October 29, 2013 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

Jacobs Engineering Group, Inc.,
A Delaware 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