

**AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE
CITY OF TOLLESON
AND
ADAPTIVE ARCHITECTS, INC.**

THIS AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT (this “Second Amendment”) between the City of Tolleson, an Arizona municipal corporation (the “City”) and Adaptive Architects, Inc., an Arizona corporation, (the “Consultant”), (collectively, “the parties”), is hereby entered into and shall be effective on the last signature date set forth below.

Note: Amendment changes are noted with additions in **bold** font and deletions in ~~strikeout~~.

RECITALS

A. The City entered into a Professional Services Agreement on December 13, 2022, as amended (collectively, the “Agreement”) with the Consultant for professional services related to architectural design services (the “Services”). The terms of the Agreement are incorporated herein by reference.

B. The City has determined that additional Services are necessary and desires to renew the term of the Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Consultant hereby agree as follows:

1. The parties agree to amend the Paragraph 1 Term of the Agreement as follows:

1. Term of Agreement. This Agreement is retroactively extended and shall be effective as of the date first set forth above and shall remain in full force and effect until ~~June 30, 2025~~ **June 30, 2026**.

2. The parties agree to amend Paragraph 3 Compensation of the Agreement as follows:

3. Compensation. ~~The City shall increase the total compensation by \$125,000 for Additional Services. The City shall pay Architect~~ **Consultant** a price not to exceed ~~\$832,419.00~~ **\$182,300** for Additional Services **under this Agreement. This not-to-exceed amount covers all Services provided during the period from the effective date of the Agreement through June 30, 2026.**

3. The parties agree to amend Pierce Coleman PLLC notice address in Paragraph 14.14 of the Agreement as follows:

With copy to: Pierce Coleman PLLC
~~7730 E. Greenway Road, Suite 105~~
17851 N. 85TH STREET, SUITE 175
Scottsdale, Arizona ~~85260~~**85255**.
Attn: Justin Pierce, City Attorney

4. Effect of Amendment. In all other respects, the Agreement is affirmed and ratified and, except as expressly modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

5. Non-Default. By executing this Second Amendment, the Consultant affirmatively asserts that (i) the City is not currently in default, nor has it been in default at any time prior to this Second Amendment, under any of the terms or conditions of the Agreement and (ii) any and all claims, known and unknown, relating to the Agreement and existing on or before the date of this Second Amendment are forever waived.

6. Conflict of Interest. This Second Amendment and the Agreement may be canceled by the City pursuant to A.R.S. § 38-511.

[SIGNATURES ON THE FOLLOWING PAGE.]

[REMAINDER OF PAGE TO REMAIN BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date and year first set forth below.

“City”

CITY OF TOLLESON,
an Arizona municipal corporation

Reyes Medrano, Jr., City Manager

Date

ATTEST:

Crystal Zamora, City Clerk

APPROVED AS TO FORM:

Justin S. Pierce, City Attorney

“Consultant”

ADAPTIVE ARCHITECTS, INC.,
an Arizona corporation

By: _____
Name: _____
Title: _____

Date