

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

THIS AMENDMENT NUMBER NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT (this “Second Amendment”) between the CITY OF TOLLESON, an Arizona municipal corporation (the “City”) and GHD INC., a California 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~~ font.

RECITALS

A. The City and the Consultant entered into a Professional Services Agreement on October 10, 2024, as amended (collectively, the “Agreement”) for Consultant to assist the City in utilizing excess capacity at its Wastewater Treatment Plant (WWTP) (the “Services”). The terms of the Agreement are incorporated herein by reference.

B. The parties desire to amend the Agreement to increase the compensation limit in the Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and 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 second sentence of Paragraph 3 Compensation of the Agreement, as follows:

“Commencing with the fiscal year July 1, 2024 through ~~June 30, 2026~~**June 30, 2029**, the City’s payments to the Consultant, if any, shall not exceed an aggregate amount of ~~\$200,000.00~~**\$300,000** for each fiscal year, for the Services at the rates that shall be agreed upon by the parties.”

2. 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.

3. 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.

4. 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(S).]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment as of the date and year last 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”

GHD INC.,
a California corporation

By: _____
Name: _____
Its: _____

DATE