

**FIRST AMENDMENT TO
PROFESSIONAL SERVICES CONTRACT**

STATE OF TEXAS §

COUNTY OF COLLIN §

THIS FIRST AMENDMENT to the Professional Services Contract with Project Control of Texas, Inc. for the provision of Project Management Services is entered into effective the 21st day of February 2017, by and between the **CITY OF MCKINNEY, TEXAS**, a municipal corporation located in Collin County, Texas, (hereinafter referred to as "CITY"), acting by and through its City Manager or his designee, and **PROJECT CONTROL OF TEXAS, INC.** ("hereinafter referred to as "CONSULTANT") whose address is 17300 Henderson Pass, Suite 110, San Antonio, Texas 78232.

W I T N E S S E T H:

WHEREAS, CITY and CONSULTANT previously entered into that certain Professional Services Contract ("Original Contract") for the provision of Project Management Services for the McKinney National Aircraft Hangar Expansion Project ("The Project") on or about the 17th day of January, 2017; and

WHEREAS, CITY and CONSULTANT now desire to amend the Original Contract to increase the maximum fee to be paid for CONSULTANT's performance of the Project after determining the approximate timeframe during which such services shall be required to perform the original scope of services as set forth in the Original Contract;

NOW, THEREFORE, IN CONSIDERATION of the covenants and agreements hereinafter contained and subject to the terms and conditions hereinafter stated, the parties hereto do mutually agree to amend the Original Contract as follows:

1. Paragraph III of the Original Contract, entitled "Payment for Services," is hereby amended and revised to increase the total amount of compensation to be paid under the Original Contract by the replacement of said Paragraph III in its entirety with the following Paragraph III, which is also entitled "Payment for Services," to read as follows:

**“III.
Payment for Services**

Total payment for services described herein shall be a sum not to exceed **TWO HUNDRED THIRTY-FIVE THOUSAND AND NO/100 DOLLARS (\$235,000.00)**. CONSULTANT shall

be compensated on a monthly basis in an amount not to exceed Ten Thousand Five Hundred Dollars and No Cents (\$10,500.00) per month. CONSULTANT will also be compensated for the following reimbursable expenses, if any, to the extent such expenses are directly related to CONSULTANT's performance of the Services, and to the extent the total amount of such reimbursable expenses do not exceed a cumulative, monthly amount of One Thousand Two Hundred Fifty and No/100 Dollars (\$1,250.00): printing; photocopying; and coach airfare or mileage (at the allowable rate established by the Internal Revenue Service). Additional expenses, which are extraordinary in nature, shall be approved in advance by CITY in writing signed by the parties. Such extraordinary expenses may be paid as incurred and billed to the CITY pursuant to this Contract over and above the total payment amount identified in this provision. Any extraordinary expenses not approved in writing in advance by the CITY shall remain the sole responsibility of the CONSULTANT.

If additional services, trips, or expenses are requested, CONSULTANT will not provide such additional services until authorized by CITY in writing to proceed. The scope of services shall be strictly limited. CITY shall not be required to pay any amount in excess of the amount identified in the preceding paragraph unless CITY shall have approved in writing in advance (prior to the performance of additional work) the payment of additional amounts.

Each month CONSULTANT will submit to CITY an invoice supporting the percentage complete for which payment is sought. Each invoice shall also state the percentage of work completed on the Services through the end of the then submitted billing period, the total of the current invoice amount and a running total balance for the Services to date.

Within thirty (30) days of receipt of each such monthly invoice CITY shall make monthly payments in the amount shown by CONSULTANT's approved monthly statements and other documentation submitted. If CITY fails to make payments within 31 calendar days of receipt of invoice from the CONSULTANT for Services and expenses, CONSULTANT may, upon seven (7) days written notice to CITY, suspend performance of services under this CONTRACT. Unless payment in full is received by CONSULTANT within seven (7) days of the date of the

notice, the suspension shall take effect without further notice. In the event of a suspension of services, CONSULTANT shall have no liability to CITY for delay or damage caused to CITY because of such suspension of services.

Nothing contained in this Contract shall require CITY to pay for any work that is unsatisfactory as determined by CITY or which is not submitted in compliance with the terms of this Contract, nor shall failure to withhold payment pursuant to the provisions of this section constitute a waiver of any right, at law or in equity, which CITY may have if CONSULTANT is in default, including the right to bring legal action for damages or for specific performance of this Contract. Waiver of any default under this Contract shall not be deemed a waiver of any subsequent default.”

2. All other provisions, terms and sections of the Original Contract shall remain in full force and effect, and this Amendment to the Original Contract shall in no way release, affect or impair any other provision or responsibility contained in the Original Contract.

IN WITNESS WHEREOF, the parties hereto have set their hands by their representatives duly authorized on the day and year first written above.

CITY OF MCKINNEY

By: _____
PAUL G. GRIMES
City Manager

Date Signed: _____

ATTEST:

SANDY HART, TRMC, MMC
City Secretary
DENISE VICE, TRMC
Assistant City Secretary

APPROVED AS TO FORM:

MARK S. HOUSER
City Attorney

PROJECT CONTROL OF TEXAS, INC.

By: _____
RICHARD S. McNARY
President and Chief Operating Officer

Date Signed: _____

THE STATE OF TEXAS §

COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared PAUL G. GRIMES, City Manager of the **CITY OF MCKINNEY**, a Texas municipal corporation, known to me to be the person who's name is subscribed to the foregoing instrument, and acknowledged to me that he has executed the same on the City's behalf.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE ____ DAY OF FEBRUARY, 2017.

Notary Public Collin County, Texas
My commission expires _____

THE STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of January, 2017, by RICHARD S. McNARY in his capacity as President and Chief Operating Officer of **PROJECT CONTROL OF TEXAS, INC.**, a Texas Corporation, known to me to be the

person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same on behalf of and as the act of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE ____ DAY OF FEBRUARY, 2017.

Notary Public _____ County, Texas
My commission expires _____