

**SECOND AMENDMENT OF THE ADDENDUM
TO JOB ORDER CONTRACT**

THIS SECOND AMENDMENT OF THE ADDENDUM TO AGREEMENT (“Second Amendment”) is made and entered into this 2nd day of September, 2014, by and between the City of Maricopa, ARIZONA, an Arizona municipal corporation (“City”), and FCI Constructors, Inc., a Colorado Corporation, (“Contractor”) for construction services for site work at Fire Station 572.

WHEREAS, on March 4, 2014 the Maricopa City Council approved an Addendum to Job Order Contract with Contractor to provide design and construction services for Fire Station 572 site work (“Addendum”); and

WHEREAS, on May 6, 2014, the Maricopa City Council approved an Amendment to the Addendum to Agreement (“Amendment”) with Contractor to expand the scope of work and increase the not to exceed compensation amount for design and construction services at Fire Station 571; and

WHEREAS, City desires to retain a contractor to furnish construction services for Fire Station 572 and to make payment for the same in accordance with the terms and conditions set forth in the Agreement and Addendum, as modified by the Amendment and this Second Amendment, including all attachments, which are incorporated herein by mutual agreement of the parties; 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 known as TCPN Contract #R5148 entered into between The Cooperative Purchasing Network and FCI Construction, Inc. for job order contract services (“Agreement”) and the Addendum, as modified by the Amendment and this Second Amendment, to expand the scope of work and increase the not to exceed compensation amount.

NOW, THEREFORE, the parties specifically agree to amend the Agreement, Addendum and Amendment as follows:

1. Section 2A of the Addendum shall be amended to add the Scope of Work included in Exhibit 1, which is attached hereto and incorporated herein by reference.
2. Section 2C of the Addendum shall be amended to add the Cost of Work included in Exhibit 1, which is attached hereto and incorporated herein by reference.

In no event, shall the total compensation under the Agreement, Addendum, Amendment and this Second Amendment exceed FIVE HUNDRED TWENTY SIX THOUSAND EIGHT HUNDRED TWENTY and 00/100 Dollars (\$526,820.00). 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.

Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible thereof.

3. All other terms and conditions of the Agreement, Addendum and Amendment are to continue in full force and effect as stated and agreed to in the Agreement, Addendum and Amendment.

IN WITNESS WHEREOF, the parties have caused this Second Amendment to be signed by their duly authorized representatives as of the day and year first above written.

CONTRACTOR:

FCI Constructors, Inc. _____

By: _____

Title: _____

CITY OF MARICOPA

An Arizona municipal corporation

Christian Price
Mayor

ATTEST:

APPROVED AS TO FORM:

Vanessa Bueras
City Clerk

Denis M. Fitzgibbons
City Attorney

EXHIBIT 1
Scope and Cost of Work