

## **ADDENDUM TO JOB ORDER CONTRACT**

THIS ADDENDUM TO AGREEMENT (“Addendum”) is made and entered into this 21<sup>st</sup> day of November, 2016, by and between the City of Maricopa, ARIZONA, an Arizona municipal corporation (“City”), and FCI Constructors, Inc., a Colorado Corporation, (“Contractor”) for job order contract services for the fire stations.

WHEREAS, City desires to retain a contractor to furnish job order contract services for several projects at the City’s fire stations and to make payment for the same in accordance with the terms and conditions set forth in the Agreement as modified by this Addendum, 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 ASU Project 2015-16000 ASU Job Order Contracting entered into between the Arizona Board of Regents and FCI Construction, Inc. for job order contract services (“Agreement”).

NOW, THEREFORE, City agrees to retain and does hereby retain Contractor and Contractor agrees to provide the services required according to the terms and conditions and for the consideration hereinafter set forth in the Agreement which shall be amended as follows:

1. All reference to “Owner” in the Agreement shall refer to the City of Maricopa, Arizona, an Arizona municipal corporation.
2. Section 6.1 shall be amended to provide that in no event shall the total compensation under the Agreement and this Addendum exceed Three Hundred Fifty Thousand and 00/100 Dollars (\$350,000.00).
3. Section 9.1.1 shall be amended to provide that Owner’s Senior Representative shall be Gregory Rose, City Manager.
4. Section 14.18 of the Contractor’s General Conditions shall be amended to provide that any proceeding arising out of or relating to the Agreement or this Addendum will be conducted in Pinal County, Arizona.
5. The following provisions shall be added to the Agreement:
  - A. **SCOPE OF WORK**: Contractor shall perform all work, through qualified professionals employed by Contractor, and provide all material, equipment, tools and labor, necessary to complete the work described in and reasonably inferable from the Agreement and this Addendum. The design and construction services must be in accordance with all applicable codes, standards and requirements.

B. CONTRACTOR BILLING: Contractor shall bill City on a time and expense basis in a total amount not to exceed Section 6.1. City shall pay such billings within thirty (30) days of the date of receipt of the Contractor's invoice.

C. STANDARD OF PERFORMANCE: While performing the services, Contractor shall exercise the reasonable care and skill customarily exercised by reputable members of Contractor's profession practicing in the Phoenix Metropolitan Area, and shall use reasonable diligence and best judgment while exercising its skill and expertise. Contractor shall be responsible for all errors and omissions Contractor commits in the performance of the Agreement and this Addendum that are a breach of this standard.

D. LICENSE: Contractor represents and warrants that any license necessary to perform the services under the Agreement or this Addendum is current and valid. Contractor understands that the activity described herein constitutes "doing business in the City of Maricopa" and Contractor agrees to obtain a business tax license pursuant to Article 8-1 of the City of Maricopa's City Code and keep such license current during the term of this Agreement. Any activity by sub-consultants within the corporate city limits, will invoke the same business tax regulations on any sub-consultants, and Contractor ensures its sub-consultants will obtain any required business tax license.

6. All other terms and conditions of the Agreement are to continue in full force and effect as stated and agreed to in the Agreement.

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

**CONTRACTOR:**

FCI Constructors, Inc.

By: 

Title: VICE PRESIDENT

**CITY OF MARICOPA**

An Arizona municipal corporation

Christian Price  
Mayor

ATTEST:

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Vanessa Bueras  
City Clerk

APPROVED AS TO FORM:

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Denis M. Fitzgibbons  
City Attorney