

**FIRST AMENDMENT
TO
CONSTRUCTION MANAGER AT RISK AGREEMENT**

THIS FIRST AMENDMENT (“First Amendment”) is made and entered into this 16th day of October, 2012, by and between the City of Maricopa, Arizona, an Arizona municipal corporation (“City), and CORE Construction, Inc., an Arizona corporation (“Construction Manager at Risk” or “CM@Risk”).

RECITALS

A. On March 6, 2012, the Maricopa City Council approved a Construction Manager at Risk Agreement with CM@Risk for Phase I of the Multigenerational Center/Aquatic Facility including the pre-construction phase services and the preparation and submission of the Guaranteed Maximum Price (“Agreement”).

B. In accordance with the terms and conditions set forth in the Agreement, the total compensation was not to exceed One Hundred Forty Three Thousand Six Hundred and 00/100 Dollars (\$143,600.00).

C. Due to the City deciding to complete Phase II of the Multigenerational Center/Aquatic Facility, additional services and funds are necessary.

D. The parties now desire to amend that Agreement to expand the scope of work and increase the not to exceed compensation amount.

AGREEMENT

Therefore, the parties specifically agree to amend the Agreement approved on March 6, 2012 as follows:

1. Article 1 shall be amended to add the CM@Risk Preconstruction services & fee included in Exhibit A, which is attached hereto and incorporated herein by reference, to the definition of Project.

2. Section 6.1 shall be amended to reflect that in accordance with the terms and conditions of the Agreement and this First Amendment, City may pay CM@Risk an additional amount of Eighteen Thousand Two Hundred and 00/100 Dollars (\$18,200.00) for the additional preconstruction services and design fees for the Multigenerational Center/Aquatic Facility. For services rendered by CM@Risk as described in the Agreement and this First Amendment City shall pay CM@Risk a pre-construction services fee not to exceed the sum of One Hundred Sixty One Thousand Eight Hundred and 00/100 Dollars (\$161,800.00).

3. All other terms and conditions of the original Agreement are to continue in full force and effect as stated and agreed to in the Agreement as if fully set forth herein.

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

CONSULTANT:

CORE Construction, Inc.,
an Arizona corporation

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 A

**CM@RISK PRECONSTRUCTION SERVICES
FEE PROPOSAL**



Building. Growing. Leading. ...Since 1937.

September 19, 2012

Mr. Brent Billingsley
City of Maricopa
Interim City Hall
45145 West Madison
Maricopa, AZ 85139

Re: CMAR Preconstruction Services Fee Proposal
Project: PHASE 2 - Multi-Generational Center and Aquatics Facility

Dear Brent,

We appreciate the opportunity to provide this proposal for preconstruction services on PHASE II of the City of Maricopa Multi-Generational Center and Aquatics Facility.

Basic Scope of Services

CORE's basic scope of services for PHASE II is shaped by the following project defining elements:

1. Total Construction Budget of \$3,800,000.00
2. Scope of work includes two additional pools, a new locker room, an addition to the pool equipment room, and the addition of the running track and associated egress stair.
3. The project is currently in the Construction Document phase and will add approximately 30 days to the original preconstruction timeline.

Below, you will find an outline of the basic scope of services

1. Construction Documents Phase

During this phase the team will work to finalize all details, finish schedules, site details and project specifications in preparation for submission to local jurisdictions for permitting.

a. CORE's Role during the construction document phase

To review the documents as they evolve for constructability and coordination. Provide cost feedback on details such as City review comments and minor building code requirements. During this phase CORE will provide the Guaranteed Maximum Price.

b. Basic Scope of Services required to fulfill this role

i. Work Breakdown Structure (WBS) for GMP

This estimate summary will look just as it did at all other phases. It will be supported by competitive bids from prequalified subcontractors.

ii. Basis of Estimate

This will be the clarification to the GMP. It will define any and all contingencies, allowances, proprietary specifications and/or vendors, and anything else that serves to clarify the basis of our estimate.

- iii. Updated Detailed Construction Schedule
This will include all predecessors and successors and all required relationships.
- iv. Finalized List of Prequalified Subcontractors to Bid
CORE will look for input from the entire team on the final list of invited subcontractors. This will include at a minimum of three bidders per trade; major trades of construction will be sought with a minimum of 5 bidders per trade.
- v. Final Site Logistics Plan
As all other details are finalized CORE will have the information necessary to submit the site logistics and lay-down plan for approval.

Fee Proposal for Basic Scope of Work

Based upon the aforementioned basic scope of services CORE proposes the follow:

1. Total PHASE II Preconstruction Services Fee: \$18,200.00

Please do not hesitate to contact me with any further questions or concerns. We look forward to working with the City of Maricopa.

Sincerely,



Todd Steffen
Director of Preconstruction
CORE Construction Services, Inc.