

**SECOND AMENDMENT
TO
CONSTRUCTION MANAGER AT RISK CONSTRUCTION CONTRACT**

THIS SECOND AMENDMENT ("Second Amendment") is made and entered into this 21st day of March, 2017, 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 May 19, 2015, the Maricopa City Council approved a Construction Manager at Risk Construction Contract with CM@Risk for the Copper Sky Police Sub-Station including the construction phase services and the preparation and submission of the Guaranteed Maximum Price ("Contract").

B. On December 15, 2015, the Maricopa City Council approved a First Amendment to the Contract to expand the scope of work and increase the not to exceed amount ("First Amendment").

C. In accordance with the terms and conditions set forth in the Contract and First Amendment, the total compensation was not to exceed a Guaranteed Maximum Price of Three Million Nine Hundred One Thousand Two Hundred Fifty Five and 00/100 Dollars (\$3,901,255.00) and an Owner's Contingency of One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00).

D. On March 30, 2016, the City of Maricopa approved a Change Order for various items which were paid for from the previously approved Owner's Contingency ("Change Order").

E. Due to the City desiring to enhance the buildings uninterrupted power supply (UPS) system to provide uninterrupted power to the critical component of the building in case of a power outage. Additional services and funds are necessary.

F. The parties now desire to amend the Contract, First Amendment and Change Order Request #2 to expand the scope of work and increase the not to exceed compensation amount.

AGREEMENT

Therefore, the parties specifically agree to amend the Contract approved on May 19, 2015, the First Amendment approved on December 15, 2015 and the Changer Order Request approved on March 30, 2016 as follows:

1. Article 4 shall be amended to add the CM@Risk services & fee included in Exhibit A, which is attached hereto and incorporated herein by reference, to the Work necessary to complete the Project.

2. Section 8.1 shall be amended to reflect that in accordance with the terms and conditions of the Contract, the First Amendment, the Changer Order and this Second Amendment, City may pay CM@Risk an additional amount of Fifteen Thousand Five Hundred Fifty Seven and 00/100 Dollars (\$15,557.00) for the additional services for the Project. For services rendered by CM@Risk as described in the Contract, the First Amendment, the Change Order and this Second Amendment City shall pay CM@Risk a construction services fee not to exceed the sum of Four Million Sixty Six Thousand Ninety Two and 00/100 Dollars (\$4,066,092.00).

3. All other terms and conditions of the original Contract, First Amendment and Change Order are to continue in full force and effect as stated and agreed to in the Contract, First Amendment and Change Order as if fully set forth herein.

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.

CM@Risk:

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 SERVICES AND
FEE PROPOSAL FOR COR#3**