

**FIRST AMENDMENT TO
CONSTRUCTION MANAGER AT RISK
DESIGN CONSULTANT CONTRACT**

THIS FIRST AMENDMENT ("First Amendment") is made and entered into this 30th day of October, 2012, by and between the City of Maricopa, Arizona, an Arizona municipal corporation ("City), and Architekton, Inc., an Arizona corporation ("Design Consultant").

RECITALS

A. On February 7, 2012, the Maricopa City Council approved a Construction Manager at Risk Design Consultant Contract with Design Consultant to design Phase 1 of the Multi-Generation/ Swim Facility ("Agreement").

B. In accordance with the terms and conditions set forth in the Agreement, the total compensation was not to exceed One Million Four Hundred Fifty-One Thousand Two Hundred and Fifteen and 00/100 Dollars (\$1,451,215.00).

C. Pursuant to Section 13 of the Agreement, additions to, modifications of, or deletions from the Project may be made and the compensation to be paid to Design Consultant may be adjusted accordingly by mutual written agreement of the contracting parties.

D. Due to the City deciding to complete Phase 2 of the Multi-Generation/ Swim Facility and to replace the Multi-us Zero Entry Pool with a Splash Pad water feature, additional work and funds are necessary.

E. 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 February 7, 2012 as follows:

1. Section 1, Description of Project, shall be amended to add the Scope of Project included in Exhibits A and B, which is attached hereto and incorporated herein by reference.

2. Section 3, Scope of Work, shall be amended to add the Scope of Services included in Exhibits A and B, which is attached hereto and incorporated herein by reference.

3. Section 5, Fee for Services, shall be amended to reflect that in accordance with the terms and conditions of the Agreement and this First Amendment, City may pay Design Consultant an additional amount of Ninety Eight Thousand Four Hundred Seventy and 00/100

Dollars (\$98,470.00) for the additional services for the Multi-Generation/ Swim Facility. For services described in the Agreement and this First Amendment, the City shall pay Design Consultant a fee not to exceed the sum of One Million Five Hundred Forty Nine Thousand Six Hundred Eighty Five and 00/100 Dollars (\$1,549,685.00).

4. Section 6, Period of Service, shall be amended to reflect that in accordance with the terms and conditions of the Agreement and this First Amendment, Design Consultant shall complete the design and have all documents ready for construction proposals for the Splash Pad water feature and Phase 2 of the Multi-Generation/ Swim Facility within sixty (60) calendar date indicated on the Notice to Proceed.

5. 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.

CITY OF MARICOPA

DESIGN CONSULTANT:
Architekton, Inc.

Christian Price, Mayor

ATTEST:

ATTEST:

City Clerk

Secretary

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

**Additional Scope and Fee
for Splash Pad Water Feature**

EXHIBIT B

**Additional Scope and Fee
for Phase 2**