	<p style="text-align: center;"><b>SECOND CONTRACT AMENDMENT</b></p> <p style="text-align: center;"><b>GUARANTEED MAXIMUM PRICE DESIGN-BUILD SERVICES CONTRACT BETWEEN THE CITY OF GOODYEAR AND CH2M HILL ENGINEERS, INC CON 18-4053-A2</b></p>	<p style="text-align: center;">OFFICE OF PROCUREMENT City of Goodyear 190 N. Litchfield Rd. Goodyear, AZ 85338 (623) 882-7845</p>
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The Second Amendment ("Amendment") to Design-Build Services Contract CON 18-4053 ("Contract"), **Approved Design-Build Guaranteed Maximum Price (GMP) Summary** is entered by and between the City of Goodyear, an Arizona municipal corporation ("City") and CH2M HILL ENGINEERS, INC., a wholly owned subsidiary of JACOBS ENGINEERING, INC ("Design-Builder"). The City and Design-Builder will collectively be referred to as the "Parties" and individually as a "Party."

### RECITALS


WHEREAS, THE Parties executed the Design-Build Services Agreement for Water Treatment Facility and Raw Water Delivery Pipeline Project Design-Build Contract on April 24, 2018; and

WHEREAS, the Parties now desire to amend the Contract to include the GMP for the construction services, startup, and commissioning portion of the project as identified in the Contract (Project Number WA-1801), Exhibit A to the amendment, Approved Design-Build Guaranteed Maximum Price Summary and Exhibit B to the amendment- GMP Proposal Report and Exhibit C – Amended and Restated Design-Build Contract. .

### AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Incorporation of Recitals. The Recitals set forth above are incorporated herein by this reference as if fully set forth and are acknowledged and agreed to by the Parties.
2. Total GMP 1. The total GMP 1 amount is \$108,108,884 and the total Contract is \$121,598,397, which includes previously expended amounts for design services. . .
3. GMP 1. The contract is amended to include Exhibit A – Approved Design-Build GMP Summary, Exhibit B – GMP Proposal Report and Exhibit C – Amended and Restated Design-Build Contract.
4. Schedule. The approved contract schedule is set forth in Exhibit B –GMP Proposal Report.
5. Effective. This Amendment is effective and shall commence from the GMP 1 Notice to Proceed. Except as expressly modified herein, all terms and conditions of the Contract shall remain the same in full force and effect.
6. Counterparts. This Amendment may be signed in counterparts, each which shall be deemed an original, but all of which together shall constitute one and the same instrument.

	<p align="center"><b>SECOND CONTRACT AMENDMENT</b></p> <p align="center"><b>GUARANTEED MAXIMUM PRICE DESIGN-BUILD SERVICES CONTRACT BETWEEN THE CITY OF GOODYEAR AND CH2M HILL ENGINEERS, INC CON 18-4053-A2</b></p>	<p align="center">OFFICE OF PROCUREMENT City of Goodyear 190 N. Litchfield Rd. Goodyear, AZ 85338 (623) 882-7845</p>
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7. Authorizations. The signatories to this Amendment represent that they have been appropriately authorized to enter into this Amendment on behalf of the Party for which they sign, and that no further action or approvals are necessary before execution of this Amendment.

IN WITNESS THEREOF, the Parties have executed this Amendment on the day and year last signed below.

CH2M HILL ENGINEERS, INC  
a wholly owned subsidiary of  
JACOBS ENGINEERING, INC.

CITY OF GOODYEAR

By: \_\_\_\_\_

By: \_\_\_\_\_  
Jacque Behrens, Procurement Manager

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

ATTEST

APPROVED AS TO FORM

By \_\_\_\_\_  
Darcie McCracken, City Clerk

By: \_\_\_\_\_  
Roric Massey, City Attorney