



AMENDMENT ONE

City of Flagstaff Court Facility Design-Build Contract

Construction Services Phase – GMP 1

Project No. 03-18007
Contract No. 2018-63

This First Amendment (“Amendment”) to the fully executed Design-Build Services Contract No. 2018-63 dated 7/17/18 (the “Agreement”) for the City of Flagstaff Court Facility (the “Project”) is made and entered into this ____ day of _____, 2019, by and between the City of Flagstaff, an Arizona municipal corporation with offices at 211 West Aspen Avenue, Flagstaff, Arizona 86001, and Kinney Construction Services, Inc., an Arizona corporation with offices at 121 E. Birch Avenue, Flagstaff, Arizona 86001.

The parties to the Agreement for City of Flagstaff Court Facility project, the City of Flagstaff and Kinney Construction Service, Inc., hereby agree to the following amendment; all other provisions of the Agreement shall remain unchanged in full force and effect. New text is underlined.

ARTICLE 5 – CONTRACT PRICE

5.3 – GMP

Design-Builder’s GMP 1 for the construction phase services for the Phase 1 portion of (Demolition) work of the Project shall be **one million, five hundred eighteen thousand, one hundred and seventy-five dollars (\$1,518,175.00)**. The GMP shall be for the complete performance of Phase 1 portion of work in accordance with the Contract Documents and exhibits listed below, which are part of this Amendment, and which shall be incorporated into the Agreement by this First Amendment as if fully set forth therein.

EXHIBIT A – GMP 1 Summary Sheet, dated 2/11/19, 3 page(s).

EXHIBIT B – Basis of GMP 1 (Allowances, Assumptions and Clarifications on which the GMP is based), dated 2/11/19, 6 page(s).

EXHIBIT C – Enumeration of Drawings and Specifications, including Addenda, if any, on which the GMP is based, 1 page(s).

EXHIBIT D – Baseline Project Schedule, 1 page(s).

The total Contract Price under the Agreement, as amended by this Amendment, shall be **three million, one hundred eleven thousand, eight hundred and three dollars (\$3,111,803.00)**.

ARTICLE 6 – CHANGES TO CONTRACT PRICE AND TIME

The Scheduled Date of Completion of the work for the City of Flagstaff Court Facility project under this First Amendment is an additional 148 calendar days from the Notice to Proceed with a substantial completion date of X/X/20XX.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives as of the date first written above. This Amendment will be in full force and effect only when it has been approved and executed by the duly authorized City officials.

(Please sign in blue ink. Submit original signatures – photocopies not accepted)

City of Flagstaff

Kinney Construction Services, Inc.

By: _____

By: _____

— Barbara Goodrich, City Manager

—

Title: _____

Dated: _____

Dated: _____

Attest:

City Clerk

Approved as to form:

City Attorney

PROJECT GMP PROPOSAL SUMMARY SHEET
COF Courts - Phase 1 GMP - Exhibit A

ITEM NO.	BUILDING/CONSTRUCTION TYPE		TOTALS
	PROFESSIONAL SERVICES		
1	Professional Services		
2	Reimbursables		
3	Construction Administration (Architect & Engineers)		\$51,782.00
	Total Professional Services		\$51,782.00
	CONSTRUCTION		
4	Cost of Construction		\$1,031,605.00
5	Design-Builder's Contingency	5.00%	\$54,169.00
	Indirect Costs	Rate	
6	General Conditions	12.50%	\$142,190.00
7	Payment & Performance Bond	1.50%	\$19,196.00
8	Insurance	1.21%	\$15,587.00
9	Construction Fee	7.00%	\$92,017.00
10	Sales Taxes	5.82%	\$81,861.00
	Total Construction Cost		\$1,436,625.00
11	Owner's Contingency (2%)		\$29,768.00
	Grand Total (Construction & Professional Services)		\$1,518,175.00

Dated: 02.11.2019

**COF Courts GMP 1 Estimate 021119
Building Detail**

DESCRIPTION	QUANTITY (UNITS)	UNIT	UNIT COST	TOTAL
DEMOLITION & ABATEMENT - CHERRY ST				\$135,210.00
Building Abatement	1.00	ls	\$33,400.00	\$33,400.00
Building Demolition	1.00	ls	\$59,400.00	\$59,400.00
Private Utility Locating	16.00	hrs	\$220.00	\$3,520.00
Electrical Make-safe	40.00	hrs	\$75.00	\$3,000.00
Mechanical Make-safe	24.00	hrs	\$75.00	\$1,800.00
Plumbing Make-safe	40.00	hrs	\$75.00	\$3,000.00
Misc salvage prior to demolition	24.00	hrs	\$35.00	\$840.00
Additional demo of concrete footings/caissons	1.00	ls	\$15,000.00	\$15,000.00
Traffic Control	1.00	ls	\$6,200.00	\$6,200.00
Temp fencing	1.00	ls	\$6,500.00	\$6,500.00
Remove and salvage light fixtures at street	5.00	ea	\$350.00	\$1,750.00
Remove and salvage signage at street	10.00	ea	\$80.00	\$800.00
DEMOLITION & ABATEMENT - BEAVER ST				\$174,660.00
Building Abatement	1.00	ls	\$54,100.00	\$54,100.00
Building Demolition	1.00	ls	\$77,200.00	\$77,200.00
Private Utility Locating	16.00	hrs	\$220.00	\$3,520.00
Electrical Make-safe	40.00	hrs	\$75.00	\$3,000.00
Mechanical Make-safe	24.00	hrs	\$75.00	\$1,800.00
Plumbing Make-safe	40.00	hrs	\$75.00	\$3,000.00
Misc salvage prior to demolition	24.00	hrs	\$35.00	\$840.00
Additional demo of concrete footings	1.00	ls	\$25,000.00	\$25,000.00
Traffic Control	1.00	ls	\$1,500.00	\$1,500.00
Temp fencing	1.00	ls	\$4,700.00	\$4,700.00

**COF Courts GMP 1 Estimate 021119
Building Detail**

DESCRIPTION	QUANTITY (UNITS)	UNIT	UNIT COST	TOTAL
SITework - PHASE 1 ONLY - CHERRY ST SITE				\$721,735.00
<i>Sitework Demo & SWPPP</i>				
SWPPP (construction entrance, wattles, and washout)	1.00	ls	\$8,893.00	\$8,893.00
ADEQ NOI	1.00	ls	\$500.00	\$500.00
Mobilization	1.00	ls	\$8,384.00	\$8,384.00
Survey	1.00	ls	\$10,000.00	\$10,000.00
Street Cleaning & Clean-up	13.00	wks	\$729.31	\$9,481.00
Demo Asphalt, Concrete Sidewalk and Curb for utility work	1.00	ls	\$16,104.08	\$16,104.08
Demo Existing UG utilities (Gas & Electrical)	190.00	lf	\$17.45	\$3,315.50
<i>Utilities</i>				
Private utility locating & potholing	8.00	hrs	\$389.00	\$3,112.00
Water Service - 2" with tapping sleeve	65.00	lf	\$59.65	\$3,877.00
Fire Line - 8" with tapping sleeve & riser	63.00	lf	\$336.64	\$21,208.62
Remote FDC Assembly, riser, & 4" Line	24.00	lf	\$302.46	\$7,258.92
Hydrant Assembly including bollards	1.00	ls	\$7,341.00	\$7,341.00
Backflow Assembly & Hot Box - does not include irrigation	1.00	ea	\$7,480.00	\$7,480.00
Cap & Abandon Existing Services	2.00	ea	\$1,732.00	\$3,464.00
Sleeves for irrigation	300.00	lf	\$15.00	\$4,500.00
Sewer Service	20.00	lf	\$73.00	\$1,460.00
Gas Service - trenching and backfill only	80.00	lf	\$20.00	\$1,600.00
Relocate OH Electrical to UG - primary	1.00	ls	\$200,000.00	\$200,000.00
Electrical UG Conduits - secondary	290.00	lf	\$45.00	\$13,050.00
Concrete Equip Pad	2.00	ea	\$900.00	\$1,800.00
Fiber Conduits - includes road crossings & borings - not included	0.00	ls	\$0.00	\$0.00
<i>Earthwork & Grading</i>				
Grading & Excavation	1850.00	sy	\$1.81	\$3,348.50
Import of Soils for Backfill	1481.00	cy	\$52.56	\$77,841.36
Finde Grade & Subgrade Prep for Hardscape - Offsite only	1.00	ls	\$21,561.22	\$21,561.22
Rock-excavation Allowance	1.00	ls	\$50,000.00	\$50,000.00
Temporary Water - Construction Water	1.00	ls	\$4,423.00	\$4,423.00
Geo Piers	1.00	ls	\$125,000.00	\$125,000.00
Haul-off Geo-pier Spoils	1.00	ls	\$12,922.00	\$12,922.00
<i>Off-Site Concrete & Asphalt</i>				
Sidewalks (Pavers) - salvage existing and reinstall	2852.00	sf	\$10.00	\$28,520.00
Tree wells & Ribbon Curb - existing & protect	8.00	ea	\$175.00	\$1,400.00
Tree wells & Ribbon Curb - new	4.00	ea	\$950.00	\$3,800.00
Concrete Driveways	375.00	sf	\$25.00	\$9,375.00
Curb & Gutter	83.00	lf	\$58.00	\$4,814.00
Concrete Sidewalks	2400.00	sf	\$8.00	\$19,200.00
Asphalt Patching at Street	152.00	sy	\$85.00	\$12,920.00
Striping & Paint Curb	1.00	ls	\$13,781.00	\$13,781.00
GENERAL CONDITIONS & REQUIREMENTS				\$142,190.00
Project Director (part time)	104.00	hr	\$ 142.00	\$ 14,768.00
Project Manager (part time)	208.00	hr	\$ 120.00	\$ 24,960.00
Superintendent (full time)	520.00	hr	\$ 112.00	\$ 58,240.00
Assistant Project Manager (part time)	208.00	hr	\$ 95.00	\$ 19,760.00
Project Accountant	52.00	hr	\$ 96.00	\$ 4,992.00
Plans & Specifications Reproductions (paper)	4.00	sets	\$100.00	\$400.00
Job Site Office (include set-up & 3 months rental) and supplies	1.00	ls	\$5,000.00	\$5,000.00
Temporary Electric - hook-up only (electrical costs by owner)	1.00	ls	\$2,500.00	\$2,500.00
Temporary Sanitary Facilities	3.00	mths	\$180.00	\$540.00
Temp laydown yard across street	3.00	mths	\$1,200.00	\$3,600.00
Safety Requirements , First Aid, & Fes	1.00	ls	\$1,800.00	\$1,800.00
Barricades, Protection, and traffic Control - included in each phase				\$0.00
Project Identification & Signs (Safety & Wayfinding)	1.00	ls	\$1,800.00	\$1,800.00
Testing Laboratory Services & Inspections - by owner				\$0.00
Expendables, Small Tools, & Drinking Water	1.00	ls	\$1,830.00	\$1,830.00
Construction Software/Equipment/Management (Procure)	1.00	ls	\$2,000.00	\$2,000.00
CONSTRUCTION ADMINISTRATION	3.00	mths	17,261.00	\$51,782.00

EXHIBIT 'B'
Statement of Clarifications and Assumptions
COF Courts Facility – Phase 1 GMP
02.11.2019

Purpose & Intent

The intent of the qualifications is to provide a supplement scope design and cost control guide. They are included to further the “Team’s” understanding of what is included in the scope of this project based on Kinney Construction Services’ interpretation of the design intent.

Since cost control is largely the result of scope control, we have clarified and elaborated based on this proposal for areas where systems were incomplete or anticipated to be revised, and where scope was unclear.

Basis of Qualifications

Documents as outlined in Exhibit C – Enumeration of Drawings

General Clarifications

1. Pricing is based on an approximate 15 month total duration starting April 1st, 2019. Phase 1 GMP only includes a portion of this schedule for the scope of work outlined below and in Exhibit A with a duration of 13 weeks total.
2. A payment and performance bond for Kinney Construction Services, Inc. is included.
3. Any costs associated with a building permit or reviews are not included. Permits and fees required by City of Flagstaff (COF) are to be paid for by the owner including all water and sewer impact feeds.
4. All temporary utility consumption costs are assumed to be by the Owner and are therefore not included.
5. Costs for preconstruction and design services are not included as part of this GMP.
6. Material testing and special inspections are not included. COF to procure & provide all special inspections. Contractor to coordinate with COF and 3rd Party Testing representative to schedule required testing and inspection during construction.
7. A (1) one-year warranty from date of substantial completion has been included.
8. All work is intended on being performed during normal business hours, Monday thru Friday.
9. KCS has registered this project with GreenGlobes with the intent of reaching 3 Globes certification. KCS will provide necessary documentation to achieve this certification.
10. All work will abide by MAG specs with COF modifications as required.
11. Construction Administration by CGL and it’s consultants will be provided for Phase 1 including RFI response, submittal review, attending meetings via teleconference, and one site visit (if necessary).

General Conditions

- KCS will provide adequate project management, supervision, tools, equipment, waste management containers and temporary construction facilities for the duration of this project.
- A temporary construction office will be provided at the site or adjacent laydown area. KCS intends on leasing the property across the street from FSL for the duration of the project for contractor parking and laydown. No public parking is included.
- All necessary project documentation will be maintained from project start to closeout including paper / electronic copies of all plan iterations, ASIs, submittals, RFIs, weekly reports, meeting minutes, and safety logs. KCS intends on using Procore Construction Management Software as a tool to assist with this documentation management. COF staff will have access to this web-based software as well.
- KCS will provide protection of existing site and necessary traffic and pedestrian signage and control. A temporary chainlink fence with screening will be installed around the entire property including the sidewalks, but will not be installed in the street impeding traffic. Sidewalks will be closed and proper signage will be placed at the nearest adjacent intersection directing pedestrian traffic to open walkways.

Abatement

- Prior to abatement activities, COF staff shall remove all FF&E from building – this is to include any stationary items not fixed to the building such as furniture and shelving.
- KCS will provide necessary ADEQ notices prior to beginning work.
- Asbestos removal will occur in two phases. Abatement of the existing APS buildings - 101 W Cherry (2 buildings) will occur first to make room for the new facility. Once the new facility is built and existing tenants have been moved into new building, abatement of the existing court - 15 N Beaver (1 building) and prosecutor's office - 107 W Aspen (1 building) can occur. GMP #1 includes all necessary costs for a second mobilization for phase 2 demo and abatement activities.
- 107 W Aspen asbestos containing materials - 3,300 sf of drop grid ceiling tiles including asbestos containing debris in and above ceiling area.
- 15 N Beaver asbestos containing materials - 9,900 sf of roofing material including duct sealant at existing RTU's, 5 sf caulking compound in equipment/computer room, 231 sf of drywall texture, 30 fire doors, 1 vault door, 125 sf of FRP mastic, 20 sf of cove base mastic, anchoring mastic from up to 4 mirrors, and 4 sf of window caulking and putty from 4 window units.
- 101 W Cherry (Main Building) asbestos containing materials - 32 fire doors, 200 sf of window base plate including caulking attached to each, and 14,800 sf of mastic under carpet and VFT.
- 101 W Cherry (Annex Building) asbestos containing materials - 8 windows with caulking and glazing, 1,500 sf of roofing, and 8 fire doors.

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- Abatement scope is based on the following reports and adjacent addendums by Four Corners - 107 W Aspen (1 building), 101 W Cherry (2 buildings), and 15 N Beaver (1 building) per the current consolidated hazardous material reports including addendums prepared by Four Corners Environmental, Inc. dated 12.17.18 - 101 West Cherry Ave, 12.31.18-15 N Beaver, and 12.31.18-107 W Aspen Ave.
 - All quantities listed above are approximate and taken from reports provided to KCS and listed in Exhibit C.
 - No additional material testing has been included.
 - No lead based paint abatement has been included. LBP disposal is included in demolition scope as approved by COF. It is understood that LBP materials meet the TCLP standards and can be properly disposed of at the Cinder Lakes Landfill.
 - No 3rd party monitoring or specification has been included.
 - No underground utility abatement has been included.
 - No additional asbestos removal other than what has been identified within the reports mentioned above.

Demolition

- All materials and equipment necessary to demolish a total of 4 buildings at 3 locations - 107 W Aspen (1 building), 101 W Cherry (2 buildings), and 15 N Beaver (1 building).
- Items to be demolished include but are not limited to the following: exterior walls (concrete and masonry), interior walls including any insulation (concrete, masonry, drywall steel/wood framed), all flooring, concrete slab on grade, cast in place concrete floors/columns/beams, steel columns and beams, ACT and drywall ceilings, electrical/fixtures/conduit/wire/panels/equipment, mechanical fixtures/duct/trim/insulation/roof top units/equipment, plumbing fixtures/pipe/insulation/trim/equipment, roofing materials including all metal fascia trim/gutters/downspouts, brick, stone veneer, interior furniture, interior and exterior glazing and storefronts, doors, door frames, door hardware, accessories, exterior asphalt paving, exterior trees and grates, exterior sidewalk and curb attached to building entrances, exterior escape ladders, sprinkler system, fire alarm system, etc.
- KCS will salvage building signage as directed by owner prior to demolition.
- KCS will salvage light fixtures, tree grates, and pavers as necessary during course of construction for reinstallation along Beaver and Cherry Streets.
- KCS will provide MPE make-safe prior to demolition of existing facilities.
- Includes removal of footings as required to accommodate new construction.
- Includes removal and disposal of all lead-based paint materials. All LBP's to be disposed of at cinder lakes landfill.
- Includes dumpsters and sorting for all metal, concrete, drywall (optional), masonry, asphalt, and stone. This project will be Green Globes certified to receive 3 Green

Globes. Includes weight tickets from waste facility including all other necessary Green Globes sustainability documentation as it relates to this scope of work.

- Existing stone on exterior and interior of buildings will not be salvaged.
- Includes complete haul off from site.
- Includes removal of all parking signage and wheel stops within demo limits.
- Includes all temporary protection necessary in order to protect above ground and underground utilities to remain, light poles, power poles, adjacent buildings and structures to remain, existing adjacent sidewalk and roadways to remain, existing adjacent parking areas to remain, etc.
- Demolition of the existing APS buildings - 101 W Cherry (2 buildings) will occur first to make room for the new facility. Once the new facility is built, demolition of the existing court - 15 N Beaver (1 building) and prosecutor's office - 107 W Aspen (1 building) can be demoed after the existing tenants have moved into the new building. Includes all necessary cost for a second mobilization.
- KCS will provide all dust control as necessary using water during demolition activities.
- Does not include provisions for unforeseen removals.
- Does not include contaminated soil removal.

Sitework

Sitework Demo & SWPPP

- KCS to provide ADEQ NOI and proper SWPPP protection during demolition and sitework at Cherry St site. This includes a construction entrance off of Cherry St. and maintenance during this scope of work. A portion of the site is within the 100-year floodplain limit. KCS will abide by regulations pertaining to this limit including not storing materials or stockpiling materials overnight.
- Construction surveying will be provided to indicate demolition limits, grading limits, building layout for grading, and location of geo-piers.
- KCS will provide street cleaning as necessary during the duration of this scope of work.
- Existing underground utilities for APS and Unisource will be removed once these entities disconnect, cap, and make-safe these areas.

Utilities

- New utilities will be provided for new facility including connection to existing sewer, new 8" fire line, new 2" water assembly, gas service, and electrical service.
- KCS has included necessary traffic control and protection while working in the street for tie-in of these utilities.
- KCS will patch back asphalt, concrete sidewalk, and concrete curb after installation of new utilities.
- A new backflow preventor for the domestic water service will be provided including a hotbox.

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- A remote fire department connection (FDC) will be provided as shown on plans including a 4" line to riser room.
 - A new fire hydrant assembly will be provided at the SE corner of the building as shown on the plans. KCS has included bollards at this assembly.
 - KCS assumes sewer service will be tied in as show on the plans and a main line tap and work within the street will not be required.
 - KCS has included relocation of the overhead electrical service to underground. This allowance of \$200,000 includes APS fees for new primary service and equipment necessary to place these lines underground.
 - KCS has included 2 equipment pads; one for a new APS transformer and switching cabinet.

Earthwork & Grading

- Once site demolition has occurred, KCS will provide general grading work for new building pad and parking lot.
- KCS has included necessary import of fill material as necessary to establish building pad grades
- KCS has included an allowance of \$50,000 for rock excavation associated with utility trenching and building excavations.
- KCS will provide geo-pier foundations at new building foundation prior to installation of concrete foundations and Phase 2 GMP scope of work.
- All additional spoils from geo-pier installation will be hauled off from site.

Off-site Concrete & Asphalt

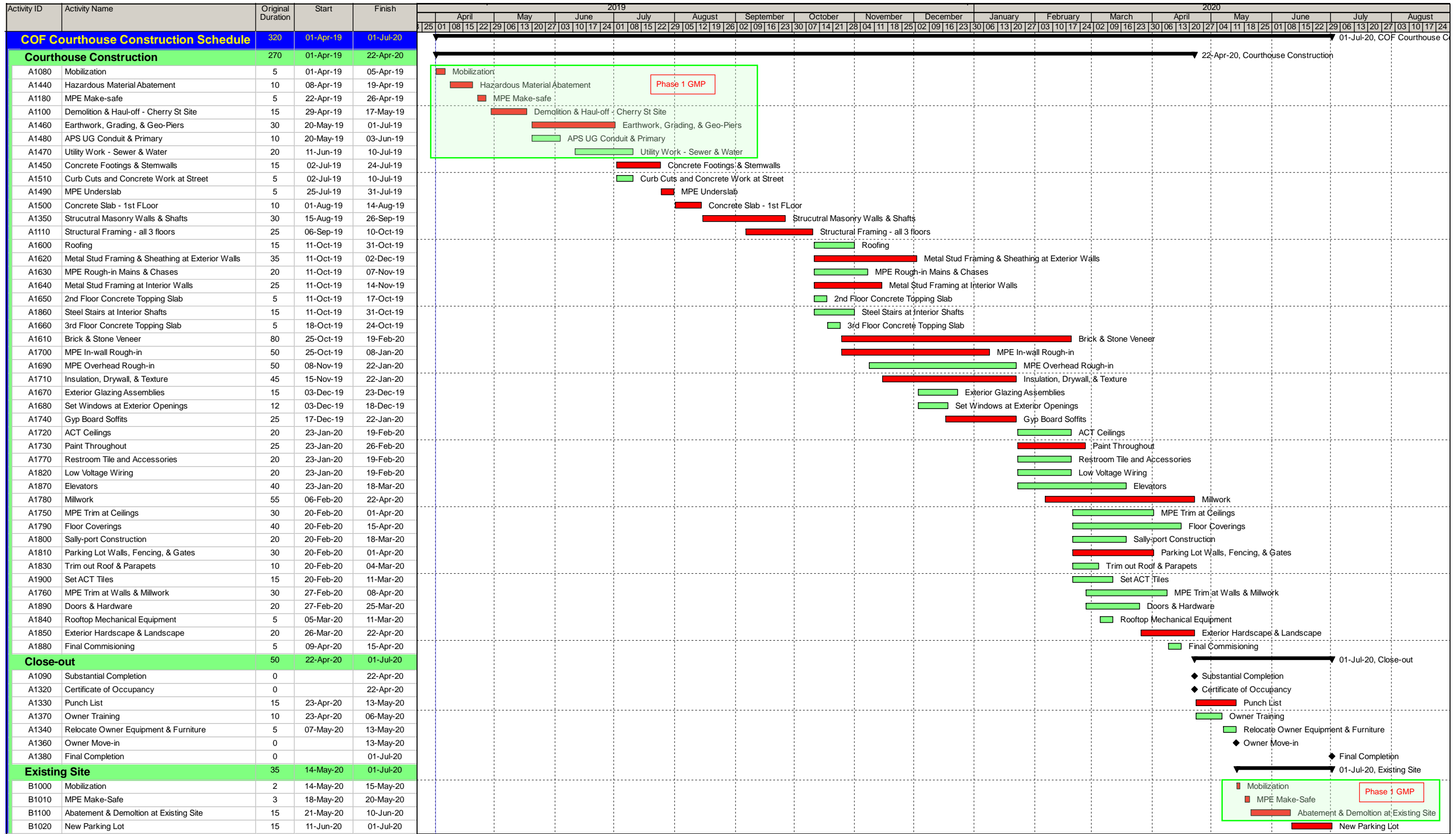
- Off-site concrete and asphalt work will be provided as shown on plans including new concrete driveways, curb & gutter, sidewalks, and asphalt patching at street.
- Salvaged pavers will be re-installed at parkway adjacent to Beaver and Cherry Streets to accommodate new work.
- Existing trees and tree wells will be protected during the course of construction. New tree wells including ribbon curb will be provided at parkway as indicated on plans.
- New concrete driveway will be provided off of Cherry St to new parking lot.
- Off-site curb and gutter will be provided at abandoned driveway locations and utility tie-in locations.
- Asphalt patching will be provided at driveway and curb tie-ins along with utility work at street. All asphalt patching will include necessary t-top. It assumes that existing subgrade and base are suitable at existing streets. Remediation of unsuitable soils at street is not included.
- KCS will include new off-site concrete sidewalks at perimeter of new courts facility.
- KCS will provide re-striping of adjacent off-street parking spaces at new facility including curb markings as necessary. It is assumed that the markings will be epoxy based paint.

Exclusions

- Electrical Power Consumption Costs – KCS has included hook-up of temp power, but the assumption is that the meter will be in COF name and costs for electricity consumption will be by owner.
- 3rd Party Testing – assume costs by owner. KCS to coordinate inspections and providing copies of reports as necessary.
- On-site concrete and asphalt
- Structural concrete
- Parking Lot improvements at existing site
- Landscaping & Irrigation
- Fiber & Conduit Installation
- Gas Service – Unisource will bill COF direct for the actual installation of the UG pipe; KCS to provide trenching and backfill only
- 3rd Party Oversight for Abatement Activities
- Utility Impact Fees

Exhibit C - Enumeration of Documents
COF Courts - Phase 1 GMP

Number	Title	Date
	Asbestos & LCP Re-survey - 101 W Cherry	12.17.2018
	Asbestos & LCP Re-survey - 107 W Aspen	12.17.2018
	Asbestos & LCP Re-survey - 15 N Beaver	12.31.2018
	Asbestos Addendum - 101 W Cherry	1.11.2019
	Asbestos Addendum - 107 W Aspen	12.31.2018
	Asbestos Addendum - 15 N Beaver	12.31.2018
<i>*All documents above created by Four Corners Environmental, Inc.</i>		
	Preliminary Drainage Report	2.7.2019
AS-100	Site Plan	2.5.2019
A-111	Floor Plan - Level 1	12.11.2018
A-112	Floor Plan - Level 2	12.11.2018
A-113	Floor Plan - Level 3	12.11.2018
A-131	Roof Plan	12.11.2018
A-211	Perspective Views	2.5.2019
A-221	Elevations - Exterior	2.5.2019
A-222	Elevations - Exterior	2.5.2019
A-223	Elevations - Exterior	2.5.2019
A-224	Elevations - Exterior	2.5.2019
A-310	Schematic Section	2.5.2019
A-501	Exterior Details - Signage Plan	2.5.2019
M-100	Materials	2.5.2019
ES-100	Electrical Site Plan	11.21.2019
ES-200	Lighting Fixture Cut Sheets	11.21.2019
10	Landscape Plan	2.7.2019
11	Landscape Plan	2.7.2019
12	Landscape Plan	2.7.2019
CVR	Cover Sheet	Feb, 2019
SP01	Civil Site Plan	Feb, 2019
GD01	Grading and Drainage	Feb, 2019
<i>*All documents above created by CGL & SWI</i>		



- █ Actual Work
- █ Remaining Work
- █ Critical Remaining Work
- ◆ Milestone
- Summary

COF Courthouse Construction Schedule Project Schedule

Kinney Construction Services, Inc.
06-Feb-19