



## AMENDMENT THREE

### City of Flagstaff Court Facility Design-Build Contract

#### Construction Services Phase – GMP 3

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

This Third Amendment (“Amendment”) to the fully executed Design-Build Services Contract No. 2018-63 dated 11/11/2019 (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 3 for the construction phase services for the Phase 3 portion of (Construction) work of the Project shall be **five hundred forty-five thousand and four hundred seventy-eight dollars (\$545,478.00)**. The GMP shall be for the complete performance of Phase 3 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 Second Amendment as if fully set forth therein.

EXHIBIT A – GMP 3 Summary Sheet, dated 11/7/2019, 1 page(s).

EXHIBIT B – Basis of GMP 3 (Allowances, Assumptions and Clarifications on which the GMP is based), dated 11/7/2019, 3 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 **nineteen million, two hundred and fourteen thousand, three hundred and seventy-five dollars (\$19,214,375.00)**.

## 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 Third Amendment is an additional 45 calendar days from the Notice to Proceed with a substantial completion date of 9/3/2020.

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: \_\_\_\_\_  
Greg Clifton, City Manager

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

Title: \_\_\_\_\_

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

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

Attest:

\_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney

PROJECT GMP PROPOSAL SUMMARY SHEET

COF Courts - Phase 3 GMP - Exhibit A 11/7/2019

ITEM NO.	BUILDING/CONSTRUCTION TYPE		TOTALS
	<b>PROFESSIONAL SERVICES</b>		
1	Professional Services		
2	Reimbursables		
3	Construction Administration (Architect & Engineers)		\$0.00
	<b>Total Professional Services</b>		<b>\$0.00</b>
	<b>CONSTRUCTION</b>		
4	Cost of Construction		\$384,594.00
	ADA Parking at Cherry		\$73,424.00
	Fiber Infrastructure at Beaver Street		\$100,900.00
	Furniture & Workstations		\$210,270.00
5	Design-Builder's Contingency	5.00%	\$19,230.00
	<b>Indirect Costs</b>	<b>Rate</b>	
6	General Conditions	10.40%	\$43,300.00
7	Payment & Performance Bond	1.50%	\$6,707.00
8	Insurance	1.21%	\$5,446.00
9	Construction Fee	7.00%	\$32,149.00
10	Sales Taxes	5.82%	\$28,601.00
	<b>Total Construction Cost</b>		<b>\$520,027.00</b>
11	Owner's Contingency (4.89%)		\$25,451.00
	<b>Grand Total (Construction &amp; Professional Services)</b>		<b>\$545,478.00</b>

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**EXHIBIT 'B'**  
**Statement of Clarifications and Assumptions**  
**COF Courts Facility – Phase 3 GMP**  
**11.07.2019**

**Purpose & Intent**

The intent of the qualifications is to provide a supplement scope design and cost control guide. They are included to further the “Teams” 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. A payment and performance bond for Kinney Construction Services, Inc. is included.
2. 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.
3. All temporary utility consumption costs are assumed to be by the Owner and are therefore not included.
4. Costs for preconstruction and design services are not included as part of this GMP.
5. Material testing and special inspections are not included. COF to procure & provide all special inspections. Contractor to coordinate with COF and 3<sup>rd</sup> Party Testing representative to schedule required testing and inspection during construction.
6. A (1) one-year warranty from date of substantial completion has been included.
7. All work is intended on being performed during normal business hours, Monday thru Friday.
8. All work will abide by MAG specs with COF modifications as required.
9. KCS reserves the right to work with CGL, it’s consultants, and city staff to amend drawings and specifications as necessary in order to meet budgetary constraints.

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### **General Conditions**

- KCS will provide adequate project management, supervision, tools, equipment, waste management containers and temporary construction facilities for the duration of this project.
- 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 necessary traffic and pedestrian signage and control. Sidewalks will be closed and proper signage will be placed at the nearest adjacent intersection directing pedestrian traffic to open walkways.

### **ADA Parking**

- All materials and equipment necessary to construct the ADA parking along Cherry as noted in the plans.
- Saw-cut and demo existing concrete and asphalt at street
- Re-grade as necessary for new asphalt and concrete work
- Installation of new concrete paving, ramps, curb and gutter
- Installation of new asphalt paving and striping
- Install new signs and relocate kiosk
- Install salvaged street lights on new bases; re-work electrical conduit and wiring as required

### **Fiber Service Infrastructure**

- All materials and equipment necessary to construct fiber infrastructure conduit and boxes. Fiver wiring is not included.
- Provide boring of new conduits from existing pull box in alley on East side of Beaver to existing pull box at NE corner of Beaver and Birch within paver walkway.
- Provide boring of new conduits from existing pull box on SE corner of Beaver and Cherry to new pull box location at SW corner of Beaver & Cherry on courts project site.
- KCS assumes existing pull boxes are sufficient for new work, but has included as allowance for one new pullbox if necessary.
- All concrete and paver patchback has been included. Street paving and asphalt work is not included.
- Boring work assumed to take one week total.

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## **Furniture**

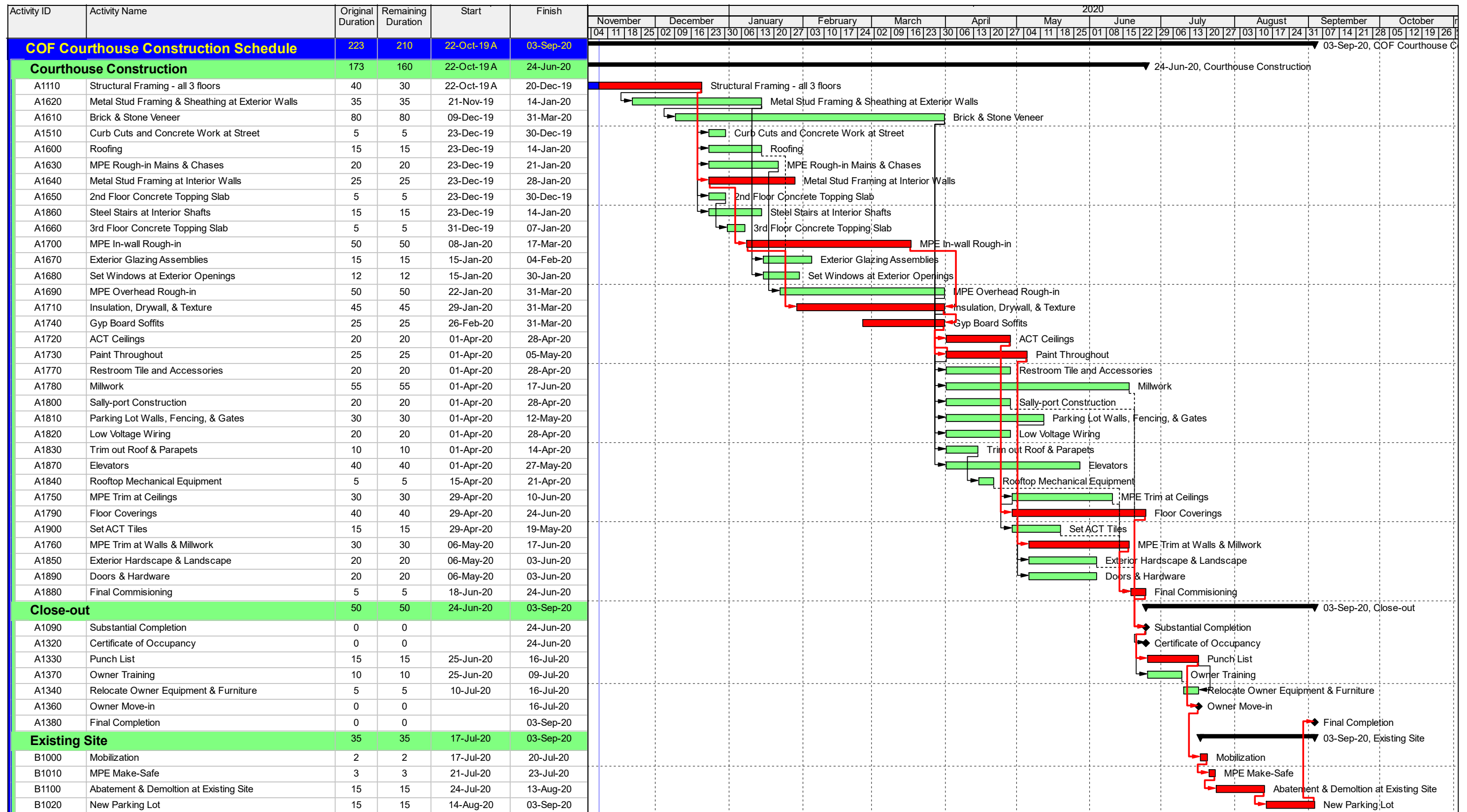
- Per furniture plans by Goodmans and quote dated 11.05.19 including quantities and specifications.
- Final colors and fabric selections TBD
- Includes benches as outlined in quote
- Includes modifying existing workstations as outlined in floor plan including replacing end panels as necessary.
- Includes installation and set-up in new space
- Final lead time TBD based upon placement of order. Preliminary lead time on materials is 16 weeks.
- Exterior benches, trash cans, etc. are not included.

## **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.
- 3<sup>rd</sup> Party Testing – assume costs by owner. KCS to coordinate inspections and providing copies of reports as necessary.
- Utility Impact Fees

Exhibit C - Enumeration of Documents  
COF Courts - Phase 3 GMP

Number	Title	Date
	<b><i>ADA Parking Plans by CGL &amp; SWI</i></b>	
DM01	DEMOLITION PLAN	10.16.19
IP01	CIVIL IMPROVEMENT PLAN	10.16.19
GD01	GRADING AND DRAINAGE PLAN	10.16.19
HC01	HORIZONTAL CONTROL PLAN	10.16.19
EC01	EROSION CONTROL PLAN	10.16.19
	<b><i>Fiber Service Plans by SWI</i></b>	
1	COVER	Sept 19
GN01	GENERAL NOTES & DETAILS	Sept 19
IP01	FIBER SERVICE PLAN	Sept 19
	<b><i>Furniture by Goodmans</i></b>	
1	FIRST FLOOR (3 total pages)	11.05.19
2	SECOND FLOOR (4 total pages)	11.05.19
3	THIRD FLOOR (3 total pages)	11.05.19



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

### COF Courthouse Construction Schedule Project Schedule

Kinney Construction Services, Inc.  
07-Nov-19