



FIRST AMENDMENT

Spruce Wash Drainage Improvements Projects Construction Manager at Risk

Construction Phase Services Agreement Phase 2 - GMP 2

**Project No. #03-23014
Agreement No. 2023-60**

This First Amendment (“First Amendment”) to the fully executed Construction Phase Services Phase 1 - Agreement No. 2023-60 dated July 14, 2023 (the “Agreement”) for the City of Flagstaff Spruce Wash Drainage Improvement Projects (the “Projects”) is made and entered into this ____ day of _____, 2024, by and between the City of Flagstaff, an Arizona municipal corporation (“City”), and Eagle Mountain Construction, Inc., an Arizona corporation (“Construction Manager at Risk” or “CMAR”).

The Parties to the Agreement, hereby agree to the following First Amendment:

- A. Pursuant to Article 5 – Contract Price, Section 5.2, Exhibit B – is amended to include GMP 2 – Cover Letter and Contract Summary, dated February 12, 2024, 7 pages (attached hereto).
- B. CMAR’s GMP 2 is for the roadway improvements for Grandview Dr. (Phase 2); clearing of trees and initial grading work for utility relocations for Linda Vista-Cedar Channel (Phase 1); Linda Vista Crossing; and The Wedge Utilities (Phase 2) portion of work of the Project and shall total **seven million, four hundred twenty-nine thousand, one hundred forty-nine dollars and six cents (\$7,429,149.06)** plus and approximately 2.5% Owners Contingency of **one hundred eighty-five thousand dollars and no cents (\$185,000.00)** which combined equals the total Amendment One amount of **seven million, six hundred fourteen thousand, one hundred forty-nine dollars and six cents (\$7,614,149.06)**.
- C. The total Contract Price for the complete performance of work under the Agreement, as amended by this First Amendment, shall be **ten million, five hundred seventy thousand, five hundred thirty-two dollars and six cents (\$10,570,532.06)**.
- D. All other provisions of the Agreement shall remain unchanged in full force and effect.

(Signatures on Following Page)

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

City of Flagstaff

Eagle Mountain Construction, Inc.

By: _____
Greg Clifton, City Manager

By: _____

Title: _____

Dated: _____

Dated: _____

Attest:

City Clerk

Approved as to form:

City Attorney