



THIRD AMENDMENT

Spruce Wash Drainage Improvements Projects Construction Manager at Risk

Construction Phase Services Agreement Phase 2 – GMP 2 Wedge Basin Utilities Increase

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

This Third Amendment (“Third 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 and other subsequent amendments, hereby agree to the following Third Amendment:

- A. Pursuant to Article 5 – Contract Price, Section 5.2, Exhibit B – is amended to include Phase 2 – GMP 2 – Increase for The Wedge Basin – Proposal for “The Wedge Ph 2 Utilities”, dated July, 1 2024, 2 pages (attached hereto).
- B. CMAR’s Phase 2 – GMP 2 is for the improvements for The Wedge Utilities utility relocations (Phase 2) portion of work of the Projects and shall total **three hundred ten thousand, one hundred sixteen dollars and forty cents (\$310,116.40)**.
- C. The total Contract Price for the complete performance of work under the Agreement and other subsequent amendments, as amended by this Third Amendment, shall be **thirteen million, eight hundred thirty-eight thousand, twenty-three dollars and forty-six cents (\$13,838,023.46)**.
- D. All other provisions of the Agreement and other subsequent amendments shall remain unchanged in full force and effect.

(Signatures on Following Page)

IN WITNESS WHEREOF, the Parties have caused this Third Amendment to be executed by their duly authorized representatives as of the date first written above. This Third 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



Eagle Mountain Construction

3100 N. Caden Ct. - Flagstaff, AZ 86004

AZ ROC 315942, 315943

FIELD ORDER PROPOSAL

To: City Of Flagstaff Project: The Wedge Ph 2 Utilities
 Attn: Trevor Henry FOP #: 1 Rev#: _____
 Date: 7/1/24

Description:

This COP is for changes from GMP 60% drawings, and Final 2 drawings.

EMC CC	#	Description	Quan	Unit	Unit Cost	Subtotal
		Per Details on Exhibit A.	1.0	LS	\$ 255,543.89	\$ 259,881.39
Direct Costs						\$ 259,881.39
Notice to Proceed Date		21-Mar-24		Fee	10.5%	\$ 27,287.55
Original Contract Time		845.0 days		Bond\Insur	1.9%	\$ 5,482.05
Change in time by previous COP's		180.0 days		Tax	5.97%	\$ 17,465.41
Revised Contract Time		1,025.0 days		Total this COP:		\$ 310,116.40
Change in Time by this COP		0.0 days				
Revised Contract Time		1,025.0 days				
Revised Contract Completion Date		10-Jan-27				

Schedule Description:

This change adds an additional X days to the Contract time.

Marco Spagnuolo 7/1/2024
 Approval - EMC Project Manager Date

Approval - Client _____ Date

EXHIBIT B

THE WEDGE DETENTION BASIN - 60% VS. FINAL 2 CHANGES

Keynote	DESCRIPTION	60% QTY	6-6-24 QTY	Delta	Unit	Final 2 Unit Cost	6-6-24 Total
ROADWAY REMOVALS							
001	SAWCUT, REMOVE & DISPOSE ASPHALTIC CONCRETE PAVEMENT	4,304	4,332	28	SY	\$ 10.00	\$ 278.89
003	REMOVE & DISPOSE PORTLAND CEMENT CONCRETE	3,325	4,505	1,180	SF	\$ 3.00	\$ 3,540.00
010	REMOVE & DISPOSE CONCRETE CURB & GUTTER	745	915	170	LF	\$ 4.00	\$ 680.00
020	REMOVE & DISPOSE CONCRETE VALLEY GUTTER	1,500	1,495	-5	SF	\$ 4.00	\$ (20.00)
WATER REMOVAL							
032	REMOVE & SALVAGE FIRE HYDRANT. REMOVE & DISPOSE VALVE CAN. ABANDON VALVE &	0	1	1	EA	\$ 950.00	\$ 950.00
033	REMOVE & DISPOSE CHECK VALVE	0	1	1	EA	\$ 950.00	\$ 950.00
034	REMOVE & DISPOSE WAER VALVE	0	5	5	EA	\$ 450.00	\$ 2,250.00
037	REMOVE & DISPOSE WATER VALVE, PLUG OR CAP EXISTING TAPPING SLEEVE	1	0	-1	LS	\$ 800.00	\$ (800.00)
WATER CONSTRUCTION							
301	8" CLASS 305 C-900 PVC WATERLINE (INCLUDES VR)	225	353	128	LF	\$ 710.00	\$ 90,880.00
310	8" GATE VALVE , BOX, COVER, AND ASSEMBLY	2	10	8	EA	\$ 2,995.00	\$ 23,960.00
320	FIRE HYDRANT ASSEMBLY	0	1	1	EA	\$ 9,335.00	\$ 9,335.00
325	8" CHECK VALVE WITH MH	0	1	1	EA	\$ 12,150.00	\$ 12,150.00
372	VR 6" ALLOWANCE	0	1	1	EA	\$ 13,550.00	\$ 13,550.00
373	VR 8" ALLOWANCE	0	1	1	EA	\$ 15,950.00	\$ 15,950.00
SEWER REMOVAL							
040	REMOVE & DISPOSE SEWER LINE - AS NEEDED FOR CONFLICTS	175	250	75	LF	\$ 55.00	\$ 4,125.00
SEWER CONSTRUCTION							
402	60" MANHOLE (WATER TIGHT), DROP CONNECTION	3	4	1	EA	\$ 13,750.00	\$ 13,750.00
403	60" MANHOLE (WATER TIGHT), OFFSET, DROP	0	1	1	EA	\$ 15,950.00	\$ 15,950.00
404	60" MANHOLE (WATER TIGHT)	2	1	-1	EA	\$ 11,500.00	\$ (11,500.00)
410	8" DIA. SDR-35 PVC SANITARY SEWER MAIN	425	465	40	LF	\$ 255.00	\$ 10,200.00
412	6" DIA. SDR-35 PVC SANITARY SEWER MAIN	0	10	10	EA	\$ 255.00	\$ 2,550.00
421	4" DIA. SDR-35 PVC DEEP SEWER SERVICE & CLEANOUT	5	4	-1	EA	\$ 2,350.00	\$ (2,350.00)
422	4" DIA. SDR-35 PVC DEEP SEWER SERVICE & CLEANOUT	0	1	1	EA	\$ 2,650.00	\$ 2,650.00
430	16" STEEL CASING	50	50	0	LF	\$ 160.00	\$ -
431	8" SLEEVE	0	3	3	EA	\$ 1,250.00	\$ 3,750.00
440	CLEANOUT	0	2	2	EA	\$ 975.00	\$ 1,950.00
480	EXTRA PROTECTION (ALLOWANCE)	2	1	-1	EA	\$ 1,850.00	\$ (1,850.00)
STORMDRAIN REMOVAL							
052	PLUG STORM DRAIN PIPE	0	6	6	EA	\$ 975.00	\$ 5,850.00
STORMDRAIN CONSTRUCTION							
501	60" RGRCP STORM DRAIN	780	781	1	LF	\$ 585.00	\$ 585.00
501.1	60" RGRCP STORM DRAIN (BEVELED)	196	196	0	LF	\$ 675.00	\$ -
503	60" X 48" BOX CULVERT	200	201	1	LF	\$ 965.00	\$ 965.00
505	24" RGRCP (incl old 18" quant)	21	22	1	LF	\$ 295.00	\$ 295.00
506	24" SRP STORM DRAIN	667	668	1	LF	\$ 195.00	\$ 195.00
508	18" RGRCP PRESSURE RATED JOINTS	98	103	5	LF	\$ 265.00	\$ 1,325.00
517	STORM DRAIN LATERAL CONNECTION	2	1	-1	EA	\$ 1,500.00	\$ (1,500.00)
MISCELLANEOUS							
	SURVEY	1	1.25	0	LS	\$ 28,750.00	\$ 7,187.50
	TRAFFIC CONTROL	1	1.20	0	LS	\$ 58,000.00	\$ 11,600.00
	AS-BUILT MEASUREMENTS/RECORD DRAWINGS	1	1.20	0	LS	\$ 10,000.00	\$ 2,000.00
CONTRACT ALLOWANCES							
	ROCK EXCAVATION	1,250	1,350	100	CY	\$ 185.00	\$ 18,500.00
SUMMARY							
COST OF WORK							\$ 259,881.39
	GENERAL CONDITIONS (GC'S) (Percent of Cost of the Work)	0.00%					\$ -
SUBTOTAL #1 - Cost of the Work + GC's							\$ 259,881.39
	CONSTRUCTION FEE (Fee) (Percentage of Subtotal #1)	10.50%					\$ 27,287.55
SUBTOTAL #2 - Cost of the Work + GC's + Fee							\$ 287,168.93
	PERFORMANCE & PAYMENT BOND (Percentage of Subtotal #2)	0.90%					\$ 2,584.52
SUBTOTAL #3 - Cost of the Work + GC's + Fee + Bonds							\$ 289,753.46
	INSURANCE (Percentage of Subtotal #3)	1.00%					\$ 2,897.53
SUBTOTAL #4 - Cost of the Work + GC's + Fee + Bonds + Insurance							\$ 292,650.99
	SALES TAX (Percentage of GMP)	5.97%					\$ 17,465.41
CMAR CONTINGENCY & PRICE ESCALATION FUNDING							\$ -
	GMP						\$ 310,116.40
	OWNERS CONTINGENCY (Percentage of Cost of the Work)	5%					\$ -
CONTRACT PRICE							\$310,116.40