

FOURTH AMENDMENT

**Pipeline West Post-Fire Flooding
Inner Basin Waterline Project**

Design-Build Contract

Design Phase and Construction Services Phase I – GMP 5

**Project No. 3519/PSPipeline
AZDEMA Declaration #SD2302
Contract No. 2023-74**

This Fourth Amendment (“Fourth Amendment”) to the fully executed Design-Build Services Agreement No. 2023-74 dated January 30, 2023 (the “Agreement”) for the City of Flagstaff Pipeline West Post-Fire Flooding: Inner Basin Waterline Project (the “Project”) is made and entered into this ____ day of _____, 2025, by and between the City of Flagstaff, an Arizona municipal corporation (“City”), and Hunter Contracting Co., an Arizona corporation (“Design-Builder”).

The parties to the Agreement, hereby agree to the following Fourth Amendment:

- A. Pursuant to Article 5 – Contract Price, Section 5.3, Exhibit C – Fee Schedule is amended to include GMP 5 – Exhibit A – Design-Builder’s GMP 5 Summary Sheet, dated February 5, 2025, 2 pages.
- B. Design-Builder’s GMP 5 – Complete Remaining Project – shall total **six hundred eighty-eight thousand, eight hundred dollars and zero cents (\$688,800.00)**.
- C. The total Contract Price for the complete performance of work under the Agreement, as amended by this Fourth Amendment, shall be **fifteen million, five hundred sixty-nine thousand, seven hundred fifty-nine dollars and ninety cents (\$15,569,759.90)**.
- 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 Fourth Amendment to be executed by their duly authorized representatives as of the date first written above. This Fourth 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

Hunter Contracting Co.

By: _____
Greg Clifton, City Manager

By: _____

Title: _____

Dated: _____

Dated: _____

Attest:

City Clerk

Approved as to form:

City Attorney