

**FIRST AMENDMENT
CONSULTANT SERVICES AGREEMENT**
Contract No. 2025-139

This First Amendment (“First Amendment”) is entered into this _____ day of _____, 2026, by and between the City of Flagstaff, a political subdivision of the State of Arizona, and ATL, Inc. d/b/a CMT Technical Services, CMT Engineering Laboratories, an Arizona C corporation (“Consultant”). The City and Consultant may be referred to as “Party” or jointly as “Parties.”

RECITALS

WHEREAS, the City and Consultant entered in a Consultant Services Agreement on February 20, 2025, in the amount of \$99,990 to provide materials testing professional services (“Initial Contract”) and this Initial Contract authorized one (1) one (1)-year renewal;

WHEREAS, at some point, Consultant has come to be known as CMT Technical Services;

WHEREAS, the City and Consultant desire to renew the terms and conditions for another year, to reflect increases in the prices charged by Consultant, and add an additional \$150,000 to the compensation under the Contract; and

WHEREAS, the Parties desire to amend the Initial Contract to enter into this First Amendment to reflect these changes.

AGREEMENT

NOW, THEREFORE, effective on the last date of execution, and in consideration for the mutual promises contained herein, the Parties agree as follows.

1. Amendment of Term and Renewal: The Parties hereby elect to renew the Contract for the final one (1)-year term.
2. Amendment of Compensation: The Parties hereby amend and restate Paragraph 3 of the Contract in its entirety to read as follows:
 3. Compensation:
 - 3.1 Consultant shall be paid for satisfactory performance of the Contract in an amount not to exceed **one hundred and fifty thousand dollars (\$150,000)**, including fees and taxes, based on an hourly rate made in accordance with the Quote attached hereto as Exhibit A.
 - 3.2 The entire compensation for the services performed under the Initial Contract and any amendments is an amount not to exceed **two hundred forty-nine thousand dollars (\$249,000)**, including fees and taxes.
 - 3.3 Any price adjustment must be approved by mutual written consent of the parties through a formal amendment. The City Manager or his/her designee may approve an amendment if the total amount of the Contract, as amended, is less than \$100,000; otherwise, City Council approval is required.

3. Amendment of Exhibit A: The Parties hereby replace Exhibit A to the Agreement in its entirety with Exhibit A attached hereto to this First Amendment.
4. Amendment of Business Entity Name: Consultant has provided information to the City to update the business entity name. For purposes of accounting and formal documentation, Consultant will hereby be identified as "ATL, Inc. d/b/a CMT Technical Services, CMT Engineering Laboratories, an Arizona C corporation".
5. All other terms and conditions of the Initial Contract, except to the extent amended herein, remain in full force and effect.
6. The Recitals included in this First Amendment are incorporated herein.

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment as of the date hereinbefore indicated.

CITY OF FLAGSTAFF

CONSULTANT

By: _____
City Manager

By: _____

Title: _____

Dated: _____

Dated: _____

Attest:

Approved as to form:

City Clerk

City Attorney

**EXHIBIT A
SCOPE OF WORK and PRICE SCHEDULE**

Scope of Work

1. Equipment and Laboratory

- a. All laboratory equipment shall be calibrated annually. Verification of calibration is required. Ongoing maintenance of equipment is required. The City reserves the right to inspect laboratory facilities at any time.
- b. Nuclear densometers are required for determining field density, moisture content and oil content and shall always be stored and operated in strict adherence to State of Arizona radiation regulatory agency requirements.

2. Personnel Qualifications and Personnel Performance

- a. The City requires that field personnel have ACI certification, NICET and/or ATTI certifications. These certifications ensure the personnel can perform the required tasks as warranted.
- b. Ability to maintain strict adherence to industry accepted testing procedures and requirements when conducting and reporting test results.
- c. Field personnel are required to meet a one-hour maximum response time between various project locations.
- d. Perform critical tests and sampling for asphalt (e.g. Marshall plug, oil content, gradation, stability/flow and voids) and to report lab results to the assigned City Inspector within four (4) hours of taking the sample.
- e. Perform critical tests and sampling for soils and aggregate base course (e.g. proctor, sieve, plasticity index and gradation) following initial testing and to report lab results to the assigned City Inspector within four (4) hours of taking the sample.
- f. Field personnel shall have received safety training, competency in confined space entry, flagging and traffic control, trench excavations and general work zone safety.
- g. Materials testing field personnel shall have the ability to:
 - i. Accept direction from the City's Construction Manager and/or designee.
 - ii. Function as a team member.
 - iii. Provide excellent customer service in all situations that arise on a construction site.
 - iv. Perform duties as an extension of City staff.
 - v. Accept direction from City Inspectors as to frequency and location of tests and how to report failing tests to the City's customers.
 - vi. Read construction plans and specifications.
 - vii. Identify issues and to communicate concerns to the City Inspector.

3. Contractor's Criteria

- a. All laboratory materials testing shall be conducted under the direct supervision of a Professional Engineer registered in the State of Arizona.
- b. Staff must be skilled, knowledgeable and well trained in materials testing processes and protocols.
- c. Contractors must be able to maintain a fully integrated training and quality control program, independently from the City.
- d. Quality control is the responsibility of the Contractor. The Contractor shall provide quality assurance testing, solely on the City's behalf, for improvements performed under City permit(s).
- e. Contractor shall perform testing accurately with attention to detail in both the laboratory and in the field.

- f. A minimum of two (2) materials testing field personnel shall be provided, solely dedicated to the City's projects from April 15 to December 15. The personnel shall be available to respond on an as need basis with a twenty-four (24) hour notice from December 15 through April 15
- g. Contractor must adjust staffing level to accommodate fluctuations in workloads.
- h. Regular attendance is a mandatory requirement of the service provided. Staff must be able to work weekends, holidays and night shifts.
- i. Field personnel must have adequate construction site transportation, cell phones, necessary field-testing equipment and safety clothing.
- j. Maintain accurate and complete records and reports. Submittal of test results to the City on a weekly basis.

Price Schedule: Attached

EXHIBIT A

DESCRIPTION	UNITS	RATES
Clerical	Hourly	\$69.50
Construction Technician (Soils, Aggregates, Concrete & Asphalt)	Hourly	\$87.00
Construction Technician (Asphalt-Experienced)	Hourly	\$110.50
Laboratory Supervisor	Hourly	\$98.50
Project Manager	Hourly	\$232.00
Project Coordination / Supervision	Hourly	\$115.50
Staff Engineer	Hourly	\$243.50
Construction Special Inspector	Hourly	\$115.50
Registered Engineer	Hourly	\$243.50
Daily/Field Report	Each	\$11.50
Daily Special Inspection Report	Each	\$29.50
Concrete/Grout Compressive Strength (Cylinders)	Each	\$29.50
Hot-Mix Asphalt Series-Marshall (Asphalt Lab)	Each	\$550.00
Hot-Mix Asphalt Series-Gyratory (Asphalt Lab)	Each	\$585.00
Binder Content (Ignition) / Gradation	Each	\$200.00
Asphalt Bulk Specific Gravity / Bulk Density (Marshall)	Each	\$175.00
Asphalt Bulk Specific Gravity / Bulk Density (Gyratory)	Each	\$210.00
Asphalt Maximum Specific Gravity / Density (Rice)	Each	\$175.00
Marshall Stability & Flow (<i>not included in HMA Series</i>)	Each	\$175.00
Fractured Faces	Each	\$87.00
Sand Equivalent	Each	\$110.50
Maximum Density / Optimum Moisture (Standard Proctor)	Each	\$173.50
Maximum Density / Optimum Moisture (Modified Proctor)	Each	\$202.50
Sieve Analysis (Coarse & Fine)	Each	\$110.50
Sieve Analysis (Clayey Material)	Each	\$127.00
Plasticity Index (Dry Preparation)	Each	\$115.50
Plasticity Index (Wet Preparation)	Each	\$150.00
Moisture Content (Soils / Aggregates)	Each	\$23.00
Specific Gravity (Coarse)	Each	\$156.50
Specific Gravity (Fine)	Each	\$173.50
Asphalt Core Thickness / Density	Each	\$46.50
Core Trailer / Equipment	Day	\$173.50
Grout (Set of 4)	Each	\$185.00
Overtime	Hourly	1.5 x ST

Notes: Project Management will be charged at 2 Hours per Week. Project Coordination / Supervision will be charged at 3 Hours per Week. Travel Time is Portal to Portal. A three (3) hour minimum applies to all testing and inspection. Overtime will be charged at 1.5 times the standard labor rate once assigned staff exceeds 8 Hours per Day.