

FIRST AMENDMENT

**Wildcat Interceptor Sewer Upsizing Project
Construction Manager at Risk**

**Construction Phase Services Agreement
Phase 1 - GMP 2**

Agreement No. 2025-94

This First Amendment (“First Amendment”) and entered into this 11th day of September, 2025, 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 City and CMAR may be referred to as “Party” or jointly as “Parties.”

RECITALS

WHEREAS, the City and CMAR entered into a Design Phase Services Agreement dated May 27, 2025 (the “Design Phase Agreement”) for the City of Flagstaff Wildcat Interceptor Sewer Upsizing Project (the “Project”) at a cost of **seventy-eight thousand seven hundred fifty dollars and no cents (\$78,750.00)**; and

WHEREAS, subsequently, the City and CMAR entered into a Construction Phase Services Agreement dated July 14, 2025 (the “Construction Phase Agreement”) for the Project which included the Guaranteed Maximum Price (GMP) Phase 1 – GMP 1 at a cost of **five million three hundred seventy-four thousand one hundred eighty dollars and no cents (\$5,374,180.00)**; and

WHEREAS, the Parties desire to amend the Construction Phase Agreement to add an additional scope of work to this phase of the agreement.

AGREEMENT


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

- A. Article 5. Contract Price. Exhibit B referenced in this paragraph is amended to include Wildcat Sewer Interceptor & BNSF Utility Relocation Phase 1 – GMP 2 – dated August 12, 2025 (2 pages) attached hereto as Attachment A.
- B. Article 5. Contract Price is amended to include an additional cost of **four million five hundred fifty-five thousand one hundred twenty-eight dollars and zero cents (\$4,555,128.00)** as detailed in Phase 1 – GMP 2.
- C. All other provisions of the Construction Phase Agreement shall remain unchanged in full force and effect.
- D. 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

Eagle Mountain Construction, Inc.

By: 
Greg Clifton, City Manager
Greg Clifton signed on 9/11/2025 12:43:07 PM


By: 

Title: CEO

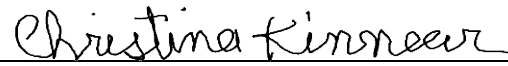
Dated: _____

Dated: 9-3-25

Attest:


City Clerk
Stacy Saltzburg signed on 9/11/2025 2:55:46 PM

Approved as to form:


City Attorney's Office
Christina Kinnear signed on 9/8/2025 9:51:42 AM

ATTACHMENT A
to the First Amendment



August 12, 2025

Jackson Salazar
Project Manager – Water Services
City of Flagstaff
Flagstaff, AZ 86004

Re: Wildcat Sewer Interceptor & BNSF Utility Relocation CMAR (“Project”)
Construction Manager at Risk – Guaranteed Maximum Price (“GMP”) 2

Dear Mr. Salazar,

Eagle Mountain Construction (“EMC”) is submitting GMP 2 for the above referenced Project.

The Wildcat Sewer Interceptor (designed by Ardurra) and the BNSF Utility Relocation (designed by The WLB Group) projects are designed to replace the existing undersized pipeline feeding the Wildcat Hill Wastewater Treatment Plant, with an upsized 42” and 48” collection system.

This GMP 2 is based on 90% plans and is for the installation of the 48” pipe starting at the Wildcat plant, from manhole 20 south to MH 8, what we’re calling Phase 1. In addition, it includes the clear & grub, and rock slope stabilization south-east of the ADOT yard. This will allow the bulk of the 48” pipe install to commence while the balance of the design progresses. We’re figuring this scope will need a five month duration, with additional time needed for trench rock excavation should it be encountered. We do anticipate a GMP 3 to follow within the next month, to include the balance of 48” pipe, the reclaim waterline realignment’s, as well as the boring scopes under BNSF and Rte. 66. Then lastly we’re anticipating a GMP 4 to include the scope and associated by-pass needs from what’s known as junction structure 3, south to the beginning of the project.

As noted in GMP 1, it requires noting that due to recent events related to the federal government’s tariff policies, there is significant volatility in the supply and pricing of most commodities and materials in our industry. As always, EMC strives to mitigate those impacts with our subs & vendors in various ways, however, should there be supply or cost effects beyond our control, EMC reserves the right to submit for equitable adjustments as needed.

We are honored to be apart this Team and appreciate the opportunity to work with you, the City, the engineers, and the relevant stakeholders to deliver another successful project to the City of Flagstaff!

Sincerely,

Eagle Mountain Construction


Marco Spagnuolo
CEO

Wildcat Sewer Interceptor CMAR - GMP 2

Keynote		DESCRIPTION	QTY	Unit	Unit Cost	Total
100 & 100.1		CLEAR AND GRUB	1	LS	\$ 82,000.00	\$ 82,000.00
	2700	ROCK SLOPE STABILIZATION S.E. OF ADOT YARD	3,470	CY	\$ 85.00	\$ 294,950.00
404.1	4110	48" ADS SANITITE SEWER INSTALL - PH 1	3,213	LF	\$ 285.00	\$ 915,705.00
405.3	4220	INSTALL 84" MANHOLE - MH'S 8-10; 12-20	12	EA	\$ 14,705.00	\$ 176,460.00
420	4900	INSTALL SLURRY BACKFILL	976	LF	\$ 315.00	\$ 307,440.00
428	5400	INSTALL 30" FRAME & COVER	12	LS	\$ 1,250.00	\$ 15,000.00
MISCELLANEOUS						
		MOBILIZATION & DEMOBILIZATION	1	LS	\$ 220,000.00	\$ 220,000.00
		SURVEY & STAKING	1	LS	\$ 41,829.00	\$ 41,829.00
		TRAFFIC CONTROL & MAINTENANCE	1	LS	\$ -	\$ -
		AS-BUILTS\RECORD DRAWINGS	1	LS	\$ -	\$ -
		QC TESTING & VERIFYING	1	LS	\$ 20,000.00	\$ 20,000.00
		SWPPP INSTALLATION & MAINTENANCE	1	LS	\$ 30,000.00	\$ 30,000.00
CONTRACT ALLOWANCES						
		TRENCH ROCK EX	2,500	CY	\$ 350.00	\$ 875,000.00
		UNSUITABLE SOIL	1,000	CY	\$ 125.00	\$ 125,000.00
		TBD	0	LS	\$ -	\$ -
		TBD	0	LS	\$ -	\$ -
SUMMARY						
COST OF WORK						\$ 3,103,384.00
GENERAL CONDITIONS (GC'S) (Percent of Cost of the Work)			15.65%			\$ 485,600.00
SUBTOTAL #1 - Cost of the Work + GC's						\$ 3,588,984.00
CONSTRUCTION FEE (Fee) (Percentage of Subtotal #1)			12.00%			\$ 430,678.08
SUBTOTAL #2 - Cost of the Work + GC's + Fee						\$ 4,019,662.08
PERFORMANCE & PAYMENT BOND (Percentage of Subtotal #2)			0.80%			\$ 32,157.30
SUBTOTAL #3 - Cost of the Work + GC's + Fee + Bonds						\$ 4,051,819.38
INSURANCE (Percentage of Subtotal #3)			0.85%			\$ 34,440.46
SUBTOTAL #4 - Cost of the Work + GC's + Fee + Bonds + Insurance						\$ 4,086,259.84
SALES TAX (Percentage of GMP)			5.97%			\$ 243,868.16
CMAR CONTINGENCY & PRICE ESCALATION FUNDING						\$ 125,000.00
GMP						\$ 4,455,128.00
OWNERS CONTINGENCY (Percentage of Cost of the Work)			3%			\$ 100,000.00
CONTRACT PRICE-GMP 2						\$ 4,555,128.00