



FIRST AMENDMENT

City of Flagstaff – Joe Dirt Excavating, Inc.

**Emergency Contract for the Purchase of Materials/Services
Emergency Hauling Services for Recycle Materials**

Contract No. 2023-130

This First Amendment ("First Amendment") to the fully executed Emergency Contract for the Purchase of Materials/Services (Contract No. 2023-130) dated May 4, 2023 ("Initial Contract") for Emergency Hauling Services for Recycle Materials ("Project") is made and entered into this 8th day of June 2023, by and between the City of Flagstaff, a political subdivision of the State of Arizona ("City") and Joe Dirt Excavating, Inc., an Arizona corporation ("Contractor").

The Parties to the Initial Contract hereby agree to the following amendment. Deleted text has a ~~strikethrough~~ and new text is **underlined and bolded**.

PARAGRAPH 2 – COMPENSATION

In consideration of Contractor's satisfactory performance, the City shall pay Contractor an amount not to exceed the budgeted amount of ~~two hundred thousand dollars and no cents (\$200,000.00)~~ **three hundred thousand dollars and no cents (\$300,000.00)** pursuant to the specifications of the Scope of Work and Quote, attached as Exhibit A.

All other provisions of the Initial Contract shall remain unchanged in full force and effect.

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 when it has been approved and executed by the duly authorized City officials.

CITY OF FLAGSTAFF

JOE DIRT EXCAVATING, INC.:



By: _____ For: _____

By: Joe Cell

Title: City Manager

Title: President

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney's Office