



FIRST AMENDMENT
PROFESSIONAL SERVICE CONTRACT
FOR
JOB ORDER PROFESSIONAL CONTRACTING SERVICES:
HORIZONTAL CONSTRUCTION

Contract No.: 2020-100

This First Amendment (“First Amendment”) to the fully executed Service Contract - Professional Service Contract for Job Order Professional Contracting Services (Contract No. 2020-100) dated January 29, 2021 (the “Initial Contract”) is made and entered into this ____ day of _____, 2024, by and between the City of Flagstaff (“Owner”), an Arizona municipal corporation with offices at 211 West Aspen Avenue, Flagstaff, Arizona 86001, and **Eagle Mountain Construction, Inc.** (“Firm”), an Arizona Corporation with offices at 3100 N. Caden Ct., Flagstaff, AZ 86004, effective as of the date written below. The Owner and Firm shall be jointly referred to as “Parties”.

RECITALS

- A. Arizona Revised Statutes § 34-605 et seq. authorizes job-order-contracting construction services which allow expediency for project delivery while providing the best value to the City; and
- B. The City is authorized by statute to increase the maximum cost per job order and maximum annual cap per Firm to allow continued flexibility in project delivery.

For the reasons recited above, and in consideration of the mutual covenants contained herein, the Parties agree that the maximum cost per job order and maximum annual cap per Firm in the Scope of Work (Exhibit A) to the Initial Contract is amended as follows.

Deleted text has a ~~striketrough~~ and new text is **BOLD and ALLCAPS**.

GENERAL

A Job Order Contract (JOC) is an indefinite quantity contract pursuant to which the Firm will perform an ongoing series of individual projects (Job Orders) at different locations, often simultaneously, throughout the City of Flagstaff.

Once the successful Firms are selected, a Scope of Work for each Job Order discipline may be provided by the Owner to a number of Firms to solicit competitive price proposals.

The maximum cost per Job Order is ~~\$1,000,000~~ **\$2,000,000**. The annual cap per Firm is ~~\$5,000,000~~ **\$10,000,000**.

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

City of Flagstaff

Firm

By: _____
Greg Clifton, City Manager

By: _____

Title: _____

Dated: _____

Dated: _____

Attest:

City Clerk

Approved as to form:

City Attorney



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RECITALS

- A. Arizona Revised Statutes § 34-605 et seq. authorizes job-order-contracting construction services which allow expediency for project delivery while providing the best value to the City; and
- B. The City is authorized by statute to increase the maximum cost per job order and maximum annual cap per Firm to allow continued flexibility in project delivery.

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City of Flagstaff

Firm

By: _____
Greg Clifton, City Manager

By: _____

Title: _____

Dated: _____

Dated: _____

Attest:

City Clerk

Approved as to form:

City Attorney



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RECITALS

- A. Arizona Revised Statutes § 34-605 et seq. authorizes job-order-contracting construction services which allow expediency for project delivery while providing the best value to the City; and
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City of Flagstaff

Firm

By: _____
Greg Clifton, City Manager

By: _____

Title: _____

Dated: _____

Dated: _____

Attest:

City Clerk

Approved as to form:

City Attorney



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City of Flagstaff

Firm

By: _____
Greg Clifton, City Manager

By: _____

Title: _____

Dated: _____

Dated: _____

Attest:

City Clerk

Approved as to form:

City Attorney