

**FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
KIMLEY-HORN AND ASSOCIATES, INC.**

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this "First Amendment") is entered into as of March 28, 2016, between the Town of Fountain Hills, an Arizona municipal corporation (the "Town"), and Kimley-Horn and Associates, Inc., a North Carolina corporation (the "Consultant").

RECITALS

A. The Town and the Consultant entered into a Professional Services Agreement, No. C2016-222, dated December 9, 2015, for Consultant to perform structural engineering review services for the Eagle Ridge Drive Bridge (the "Agreement"). All capitalized terms not otherwise defined in this First Amendment have the same meanings as contained in the Agreement.

B. The Town has determined that additional shop drawing and submittal review services by the Consultant are necessary (the "Additional Services").

C. The Town and the Consultant desire to enter into this First Amendment to (i) modify the scope of work to include the Additional Services and (ii) increase the compensation to the Consultant for the Additional Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the Consultant hereby agree as follows:

1. Scope of Work. Consultant shall provide the Additional Services as set forth in the Additional Scope of Work and Fee Proposal, attached hereto as Exhibit 1 and incorporated herein by reference.

2. Compensation. The Town shall increase the compensation to Consultant by \$2,500.00, from \$6,000.00 to an aggregate amount not to exceed \$8,500.00, of which \$500.00 is an owner's contingency that may be utilized at the Town's sole discretion, for the Additional Services at the rates set forth in the Additional Fee Proposal, attached hereto as part of Exhibit 1.

3. Effect of Amendment. In all other respects, the Agreement is affirmed and ratified and, except as expressly modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

4. Non-Default. By executing this First Amendment, the Consultant affirmatively asserts that (i) the Town is not currently in default, nor has been in default at any time prior to this First Amendment, under any of the terms or conditions of the Agreement and (ii) any and all claims, known and unknown, relating to the Agreement and existing on or before the date of this First Amendment are forever waived.

5. Conflict of Interest. This First Amendment and the Agreement may be canceled by the Town pursuant to ARIZ. REV. STAT. § 38-511.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date and year first set forth above.

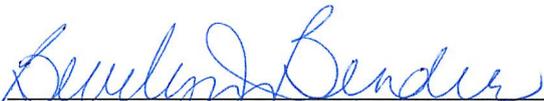
“Town”

TOWN OF FOUNTAIN HILLS,
an Arizona municipal corporation



Grady E. Miller, Town Manager

ATTEST:



Bevelyn J. Bender, Town Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On March 31, 2016, before me personally appeared Grady E. Miller, the Town Manager of the TOWN OF FOUNTAIN HILLS, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the Town of Fountain Hills.



(Affix notary seal here)



Notary Public

“Consultant”

KIMLEY-HORN AND ASSOCIATES, INC.,
a North Carolina corporation

By: *David J. Leistiko*

Name: David J. Leistiko

Title: Sr. Vice President

(ACKNOWLEDGMENT)

STATE OF Arizona)
) ss.
COUNTY OF Maricopa)

On March 29th, 2016, before me personally appeared David J. Leistiko, the Sr. Vice President of KIMLEY-HORN AND ASSOCIATES, INC., a North Carolina corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he/she claims to be, and acknowledged that he/she signed the above document on behalf of the corporation.



Angelia Shoemaker
Notary Public

(Affix notary seal here)

EXHIBIT 1
TO
FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
KIMLEY-HORN AND ASSOCIATES, INC.

[Additional Scope of Work and Fee Proposal]

See following page.

Kimley»Horn

March 15, 2016

Randy Harrel, P.E., RLS
Town Engineer
Town of Fountain Hills
16705 E. Ave. of the Fountains
Fountain Hills, Arizona 85268

RE: Town of Foundation Hills
Adero Canyon Phase I Infrastructure
Eagle Ridge Drive Bridge Construction Phase Services

Randy,

The following is Kimley-Horn and Associates, Inc. proposal to provide construction phase services for the Eagle Ridge Drive Bridge.

TASK 1 – Shop Drawing/Submittal Reviews:

Kimley-Horn will review the following submittals for general conformance with the approved construction documents.

- Bearing Pads
- Deck Joints
- Precast Girders
- Metal Railings

Kimley-Horn will perform the above services for a lump sum fee of **\$2,000**.

Please let me know if you have any question. I can be reached at (602) 906-1124 or dave.leistiko@kimley-horn.com.

Sincerely,

Kimley-Horn and Associates, Inc.



David Leistiko, P.E.

Sr. Project Manager/Structural Design Engineer