

**FIRST AMENDMENT
TO
CONTRACT NO. 2017-013
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
PRECISION ELECTRIC CO., INC.**

THIS FIRST AMENDMENT TO CONTRACT NO. 2017-013 (this "First Amendment") is made as of October 20, 2016, between the Town of Fountain Hills, an Arizona municipal corporation (the "Town"), and Precision Electric Co., Inc., an Arizona corporation (the "Contractor").

RECITALS

A. The Town issued Request for Quotation 2017-013 (the "QSP") seeking bids from contractors to perform repairs and system testing for the fountain at Fountain Park (the "Services"). The Contractor responded to the QSP and the Town and Contractor entered into Contract No. 2017-013, dated June 14, 2016, for the provision of the Services (the "Contract"), a true and correct copy of which is on file with the Town Clerk. All of the capitalized terms not otherwise defined in this First Amendment have the same meanings as defined in the Contract.

B. The Town has determined that it is necessary for the Contractor to perform additional repair services (the "Additional Services").

C. The Town and the Contractor desire to enter into this First Amendment to provide for the increase in compensation to the Contractor 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 Contractor hereby agree to amend the Contract as follows:

1. Compensation. The Town shall increase the compensation to Contractor by not more than \$45,001.00, for the Additional Services at the rates set forth in the Quotation attached hereto as Exhibit 1 and incorporated herein by reference, resulting in an increase of the aggregate not-to-exceed compensation from \$29,999.00 to \$75,000.00.

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

3. Non-Default. By executing this First Amendment, the Contractor 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 Contract and (ii) any and all claims, known and unknown, relating to the Contract and existing on or before the date of this First Amendment are forever waived.

4. Israel. Contractor certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in, a "boycott" of Israel, as that term is defined in ARIZ. REV. STAT. § 35-393.

5. Conflict of Interest. This First Amendment and the Contract may be cancelled pursuant to ARIZ. REV. STAT. § 38-511.

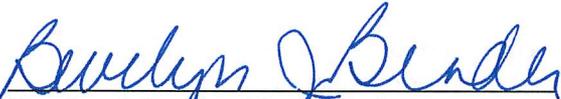
IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date and year set forth above.

"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 October 24th, 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.




Notary Public

(Affix notary seal here)

“Contractor”

PRECISION ELECTRIC CO., INC.
an Arizona corporation

By: Precision Electric Co, Inc.

Name: Steven C. Belt 

Title: Division Manager/Field Service

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On October 7, 2016, before me personally appeared Steven C. Belt, the Field Service Div Mgr of PRECISION ELECTRIC CO., INC., an Arizona 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.



(Affix notary seal here)

Jill A. Erickson
Notary Public

EXHIBIT 1
TO
FIRST AMENDMENT
TO
CONTRACT NO. 2017-013
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
PRECISION ELECTRIC CO., INC.

[Contractor's Quotation]



Quotation

Order	4-Q00092
Date	10/05/2016
Terms	NET 30
Page	1 Of 2

PRECISION ELECTRIC CO INC
 FIELD SERVICE
 1822 E JACKSON ST
 PHOENIX, AZ 85034-2489
 Phone 602-252-2821 Fax 602-257-1497

Reprint

Sold To: TOWN OF FOUNTAIN HILLS TOWN HALL 16705 E. AVE OF FOUNTAINS FOUNTAIN HILLS, AZ 85268	Ship To: TOWN OF FOUNTAIN HILLS 16705 E. AVE OF FOUNTAINS FOUNTAIN HILLS, AZ 85268
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Cust #	Salesman	P.O.	Expires	Ship Via	FOB	RTE	Seq
T5	STEVE BELT		11/30/16	PREC ELEC TRUCK	ORIGIN		

Line	Quantity	U/M	W/H	Description	Unit Price	U/M	Extension
1	1	EA	1	REPAIR PARTS AND MATERIAL TO REPAIR 600HP VERTICAL MOTOR	9420.00	EA	9,420.00
2				DISASSEMBLE AND INSPECT ALL MECHANICAL FITS, VPI AND BAKE STATOR, CHECK AND BALANCE ROTOR, ADD NEW SPHERICAL BEARING, NEW GUIDE BEARING, REPLACE LOWER SNAP RING, MACHINE POLISH CARRIER AND SPLASH PLATE, SURGE AND MEGGER TEST WINDINGS, CLEAN ALL PARTS, ASSEMBLE AND PAINT, ADD NEW MOTOR OIL AND TEST RUN.			
3	1	EA	1	NATIONAL BOWLS NEW 600HP NATIONAL TURBINE PUMP ASSEMBLY	21998.80	EA	21,998.80
4				1) DISASSEMBLE AND INSPECT ALL MECHANICAL FITS 2) RECONDITION STUFFING BOX 3) ADD NEW PREMIUM PACKING MATERIALS 4) ADD NEW STUFFING BOX BEARING 5) REPLACE 10 INCH COLUMN PIPING 6) REPLACE 10 INCH COLUMN SHAFTING 7) MAKE AND WELD NEW 10 INCH HIGH PRESSURE FLANGES 8) WELD NEW FLANGES ON TO NEW 10 INCH COLUMN PIPE 9) MACHINE HIGH PRESSURE O-RING GROOVE TO FLANGES 10)ADD NEW NATIONAL BOWL ASSEMBLY 11)NATIONAL PUMP MANUFACTURES 1 YEAR WARRANTY 12)ASSEMBLE COMPLETE PUMP AND PAINT WITH STANDARD ENAMEL PAINT			
5	1	EA	1	ADDER: SANDBLAST AND COAT ENTIRE PUMP WITH NSF EPOXY PAINT	2150.00	EA	2,150.00
6				SANDBLAST ENTIRE PUMP INSIDE AND OUT,PAINT COMPLETE PUMP INSIDE			

QUOTE IS ONLY VALID FOR 30 DAYS

ALL NEW PRODUCTS ARE SUBJECT TO THE MANUFACTURE'S WARRANTY, TERMS AND CONDITIONS. RECONDITIONED EQUIPMENT WILL BE REPAIRED TO ELECTRICAL APPARATUS SERVICE ASSOCIATION'S (E.A.S.A.) GUIDELINES AND SUBJECT TO PRECISION ELECTRIC CO., INC. WARRANTY, TERMS AND CONDITIONS. PRECISION ELECTRIC CO., INC. WARRANTS PRODUCTS AGAINST DEFECTS IN MATERIALS AND WORKMANSHIP FROM THE DATE OF PURCHASE.



QUOTE



Quotation

Order	4-Q00092
Date	10/05/2016
Terms	NET 30
Page	2 Of 2

PRECISION ELECTRIC CO INC
 FIELD SERVICE
 1822 E JACKSON ST
 PHOENIX, AZ 85034-2489
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Sold To:				Ship To:			
TOWN OF FOUNTAIN HILLS TOWN HALL 16705 E. AVE OF FOUNTAINS FOUNTAIN HILLS, AZ 85268				TOWN OF FOUNTAIN HILLS 16705 E. AVE OF FOUNTAINS FOUNTAIN HILLS, AZ 85268			

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T5	STEVE BELT		11/30/16	PREC ELEC TRUCK	ORIGIN		

Line	Quantity	U/M	W/H	Description	Unit Price	U/M	Extension
AND OUT WITH EPOXY PAINT.							
7	1	EA	1	OLABOR OUTSIDE LABOR SERVICES TO PULL AND RESET PUMP	6895.00	EA	6,895.00
8	1) CRANE SERVICE TO PULL AND RESET PUMP AND MOTOR 2) LABOR TO PULL AND SET 600HP VERTICAL PUMP AND MOTOR 3) TRANSPORT PUMP AND MOTOR TO PRECISION ELECTRIC'S SHOP						

SUBTOTAL **40,463.80**
 SALES TAX **2,886.92**
 TOTAL **43,350.72**

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