

**FIRST AMENDMENT
TO
CONTRACT NO. C2016-128A
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
DAVID R. HOWARD ELECTRIC, INC.
D/B/A DRH ELECTRIC, INC.**

THIS FIRST AMENDMENT TO CONTRACT NO. C2016-128A (this "First Amendment") is made as of January 30, 2017, between the Town of Fountain Hills, an Arizona municipal corporation (the "Town"), and David R. Electric, Inc., an Arizona corporation, d/b/a DRH Electric, Inc. (the "Contractor").

RECITALS

A. The Town issued Request for Quotation C2016-128A (the "QSP") seeking bids from contractors for electrical services (the "Services"). The Contractor responded to the QSP and the Town and Contractor entered into Contract No. C2016-128A, dated July 14, 2015, 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 electrical 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 \$28,999.99 for the Additional Services at the rates set forth in the Contract, resulting in an increase of the aggregate not-to-exceed compensation from \$21,000.00 to \$49,999.99, for the Term of the Contract.

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.

“Contractor”

DAVID R. ELECTRIC, INC.,
an Arizona corporation,
d/b/a DRH ELECTRIC, INC.

By: 

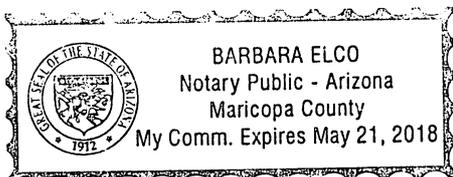
Name: DAVID R. HOWARD

Title: PRESIDENT

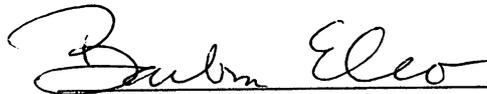
(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On January 30th, 2017, before me personally appeared David R. Howard, the President of DAVID R. ELECTRIC, INC., an Arizona corporation, d/b/a DRH ELECTRIC, INC., 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 corporation.



(Affix notary seal here)


Notary Public



Town of Fountain Hills
16705 East Avenue of the Fountains
Fountain Hills, Arizona 85268
Phone: 480-816-5100
Fax: 480-837-3145
www.fh.az.gov

REQUEST FOR QUOTATION
For
ELECTRICAL SERVICES

C2016-128 A

All quotes due by July 13, 3:00 P.M., Local Time, Phoenix, Arizona.

The Town of Fountain Hills (the "Town") is seeking a licensed and qualified Vendor to provide all material and labor required as described below on an as-needed basis for a period of one year, with four renewable one-year options.

Section I – Project Information

Vendor will perform electrical services for the Town which will include, but not be limited to: (A) receptacle and switch repairs, (B) lighting installation and repairs and (C) troubleshooting electrical wiring issues. Vendor's quote must include the following:

1. List regular business hours and the hourly labor rate for services.
2. Hourly labor rate for emergency services after regular business hours.
3. The source where Vendor will purchase a majority of required parts and materials.
4. List any mark-up or discounts to parts or materials the Town may experience.

The Contract created by this request and the resulting quotation will automatically renew for up to four successive one-year terms, unless the Vendor notifies the Town in writing of its desire to terminate the Contract. If extended, the then-current prices shall be applicable during the subsequent renewal year unless the Vendor notifies the Town in writing of any rate increase and the Town approves the increase with an authorized signature, prior to the end of the then-current term.

Section II Instructions and Conditions

1. This is an indefinite quantity and indefinite delivery Agreement for Services, which shall only be provided when the Town chooses to move forward with a pending project and proper authorization and documentation have been approved. The Town does not guarantee any minimum or maximum amount of Services will be requested under this Agreement.
2. All quotations must contain the quoting firm's name and be signed by an authorized agent, officer or employee.
3. Award will be made to the Vendor whose quotation is the most advantageous to the Town.
4. Please attach your Quotation behind the Exhibit A cover sheet and submit this document to the address above.

If you need additional information or have questions please contact Raymond Rees by email rrees@fh.az.gov.

Section III – Pricing

The Quotation shall be attached hereto as Exhibit A and shall contain pricing. Note: Prices offered shall include applicable state and local taxes.

Section IV – Execution and Submission

By executing this document and submitting a quotation to the Town of Fountain Hills, the authorized agent agrees (i) he/she has read the Town's Standard Terms and Conditions, dated December 3, 2014, as set forth on the Town of Fountain Hills website (www.fh.az.gov/po-terms), which are incorporated into and become a part of the company's quotation offer as if set forth fully herein and (ii) the company shall be bound by the Standard Terms and Conditions, dated December 3, 2014. By signing below the company is offering to provide the services set forth in Exhibit A and upon written acceptance of the company's offer by the Town, it will have entered into a binding agreement. The offer shall be considered held open for 60 days from the quotes due date set forth above.

Signature:  Date: JULY 13, 2015
Printed Name: DAVID R. HOWARD Title: PRESIDENT
Company Name: dba DRH ELECTRIC INC
Address: 17006 E COLONY DR. STE C
City: FOUNTAIN HILLS State: AZ. Zip: 85268
Email Address: drhelectricinc@aol.com Telephone No. 480 837 2577 o/f
602 920 6800 c

Quotations for \$30,000 or greater will not be authorized and will require a formal procurement process.

ACCEPTANCE OF OFFER AND CONTRACT AWARD (For Town of Fountain Hills Use Only)

The Contractor Offer is hereby accepted. The Contractor shall not commence any billable work or provide any materials or service under this Contract prior to the date this Contract is executed.

Town of Fountain Hills, an Arizona municipal corporation

 Date: 7/14/2015
[Name, Title]

Town Attorney Approval: 8213170

DRH ELECTRIC INC

17006 E. COLONY DR. STE C
FOUNTAIN HILLS AZ 85268

L11-073510
C11-065649
TPT # 07337332L
FH #760

REGULAR BUSINESS HOURS:

SUMMER 5:00-1:30

WINTER 7:00-3:30

HOURLY RATE: \$70.00/MAN HOUR (NORMAL HOURS)

\$90.00/MAN HOUR (AFTER NORMAL HOURS)

MATERIAL WILL BE PURCHASED THROUGH CED SCOTTSDALE AT A 10% MARK UP

DAVID R. HOWARD



PRESIDENT