

**FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
C R ENGINEERS, INC.**

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this "First Amendment") is entered into as of April 4, 2017, between the Town of Fountain Hills, an Arizona municipal corporation (the "Town"), and C R Engineers, Inc., an Arizona corporation (the "Consultant").

RECITALS

A. The Town and the Consultant entered into a Professional Services Agreement dated December 5, 2016, for Consultant to provide electrical design services for the Town's Community Garden (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 electrical construction 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) provide for the increase in 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, attached hereto as Exhibit 1 and incorporated herein by reference.

2. Compensation. The Town shall increase the compensation to Consultant by \$500.00 for the Additional Services at the rates set forth in the Additional Fee Proposal, attached hereto as a part of Exhibit 1, resulting in an increase of the aggregate not-to-exceed compensation from \$1,500.00 to \$2,000.00.

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

OK
5/12/17



Grady E. Miller, Town Manager

ATTEST:



Bevelyn J. Bender, Town Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On May 16th, 2017, 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)

EXHIBIT 1
TO
FIRST AMENDMENT
TO
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[Additional Scope of Work and Fee Proposal]

See following page.



March 28th, 2017

Town of Fountain Hills

Attn.: Mr. Paul Mood

Re: Town of Fountain Hills Community Garden
Proposal for Electrical Construction Services
CRE Proposal No.: 16096-SDC

Dear Mr. Mood,

We thank you for choosing our firm for the above project. We are pleased to present our proposal as follows:

SCOPE OF WORK:

1. Provide electrical construction services for the community garden located in Fountain Hills, Az.
2. The electrical construction services will consist of the following:
 - Review of electrical submittals
 - Responses to RFI's
 - One interim site inspection
 - One final site inspection

FEE AND SCHEDULE:

Our fees for the above listed tasks are summarized below:

1. Electrical Services During Construction Fee: Five Hundred Dollars (\$500.00).

Fees for services during construction will be billed on an hourly basis not to exceed \$500.00.

If our proposal is acceptable, please indicate your acceptance by signing below and returning a copy to our office. Please do not hesitate to call if you have any questions.

Sincerely yours,

A handwritten signature in black ink, appearing to read 'J Alcorn Jr.', written over a horizontal line.

CR ENGINEERS, INC.

John Alcorn Jr., P.E.
Vice President