

**FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
MONTGOMERY ENGINEERING & MANAGEMENT, L.L.C.**

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this "First Amendment") is entered into as of September 1, 2018 between the Town of Fountain Hills, an Arizona municipal corporation (the "Town"), and Montgomery Engineering & Management, LLC, an Arizona limited liability company (the "Contractor").

RECITALS

A. The Town and the Contractor entered into a Professional Services Agreement, dated August 18, 2016 (the "Agreement"), for the Contractor to provide the Town with engineering design services for Phase IV of the alley improvement project (the "Services").

B. All capitalized terms not otherwise defined in this First Amendment have the same meanings as contained in the Agreement.

C. The Town has determined that additional Services from the Contractor are necessary (the "Additional Services").

D. The Town and the Contractor desire to enter into this First Amendment to extend the term of the Agreement.

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 as follows:

1. Term of the Agreement. Notwithstanding any provision to the contrary, the Agreement shall remain in full force and effect until August 31, 2019 unless terminated as otherwise provided pursuant to the terms and conditions of the Agreement.

2. Compensation. The Town shall pay Contractor \$10,000.00 for the Additional Services at the rates set forth in the Agreement. In addition, there shall be a contingency amount

of \$2,234.00 available at the Town's sole discretion. The Agreement initially authorized an expenditure in the amount of \$27,000.00 (of which \$5,000 was a contingency), however, only \$17,424.00 was actually paid to Contractor (an amount which includes \$2,766.00 resulting from the contingency). As a result, the actual aggregate not-to-exceed compensation under the Agreement as amended by this First Amendment is \$29,658.00.

3. Notices and Requests. Communications directed to the Town pursuant to Section 13.14 of the Agreement shall be sent to the Town at the addresses listed below.

If to the Town: Town of Fountain Hills
 16705 East Avenue of the Fountains
 Fountain Hills, Arizona 85268
 Attn: Grady E. Miller, Town Manager

With copy to: Town of Fountain Hills
 16705 East Avenue of the Fountains
 Fountain Hills, Arizona 85268
 Attn: Town Attorney

4. 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.

5. 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 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.

6. 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," as that term is defined in ARIZ. REV. STAT. § 35-393, of Israel.

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

[SIGNATURES ON FOLLOWING PAGES]

" Contractor"

MONTGOMERY ENGINEERING & MANAGEMENT LLC

By: David R. Montgomery
Name: David R. Montgomery
Its: President/manager

(ACKNOWLEDGEMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On February 26th, 2018, before me personally appeared David Montgomery, the president of Montgomery Engineering & Management LLC, an Arizona limited liability company, 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 Montgomery Engineering & Management LLC.

Jesse Jimenez
Notary Public

(Affix notary seal here)

