

**FIRST AMENDMENT
TO
CONTRACT NO. 2016-133
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
VISUS ENGINEERING CONSTRUCTION, INC.**

THIS FIRST AMENDMENT TO CONTRACT NO. 2016-133 (this “First Amendment”) is made as of January 30, 2017, between the Town of Fountain Hills, an Arizona municipal corporation (the “Town”), and Visus Engineering Construction, Inc., an Arizona corporation (the “Contractor”).

RECITALS

A. The Town issued Request for Quotation 2016-133 (the “QSP”) seeking bids from contractors for art base installation (the “Services”). The Contractor responded to the QSP and the Town and Contractor entered into Contract No. 2016-133, dated July 15, 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 art base installation 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.

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

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

ds
2/1/17


Grady E. Miller, Town Manager

ATTEST:



Bevelyn J. Bender, Town Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On February 2, 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)

Faint, illegible text at the top of the page, possibly a header or introductory paragraph.

Handwritten signature

JENNIFER LYONS
Notary Public State of Alaska
Matlacha County
Commission Expires
April 09, 2019

“Contractor”

VISUS ENGINEERING CONSTRUCTION,
INC., an Arizona corporation

By: *Allen*

Name: *Jeffrey A Keen*

Title: *CEO*

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On *January 30*, 2017, before me personally appeared *Jeffrey A. Keen*, the *CEO* of VISUS ENGINEERING CONSTRUCTION, 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.

[Signature]
Notary Public



(Affix notary seal here)

1988 JAN 29 10 30 AM
SONYA DUNBAR
NOTARY PUBLIC - State of Alabama
MARICOPA COUNTY
My Comm Expires March 28, 2012



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
Art Base Installation

Contract Number 2016-133

All quotes due by July 15, 2015, 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

Art base installation for various art pieces: pour concrete base after removing pavers, dirt, old concrete, or other materials.

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 Nancy Walter by email nwalter@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.

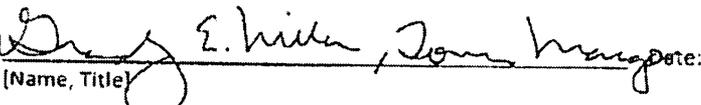
Signature:  Date: 7/15/15
Printed Name: JEFFREY A KELL Title: CEO
Company Name: VISUS ENGINEERING CONSTRUCTION, INC.
Address: 1831 N. ROCHESTER
City: MESA State: AZ Zip: 85205
Email Address: JKELL@VISUSINC.COM Telephone No. 480-833-8268

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: 7/15/2015
(Name, Title)

Town Attorney Approval: 3318070



Fountain Hills

Install concrete footing for "Fountain Spirit" on the Avenue of the Fountains

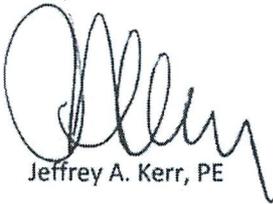
| Labor: | Hrs | Rate | |
|----------|-----|----------|-----------|
| Foreman | 2 | \$ 60.00 | \$ 120.00 |
| Operator | 2 | \$ 30.00 | \$ 60.00 |
| Labor | 2 | \$ 25.00 | \$ 50.00 |

Equipment:

| | | | |
|---------|---|----------|-----------|
| Backhoe | 2 | \$ 35.00 | \$ 70.00 |
| | | | \$ 300.00 |

Exclusions: Sales Tax, Testing, Permits, and Concrete.

Any questions please contact me 480-833-8268.



Jeffrey A. Kerr, PE

1831 N. ROCHESTER MESA, ARIZONA 85205

TEL: 480.833.8268

FAX: 480.833.8617

LICENSE A-RCC #191220 & KB1-RCC #191221
LICENSED, BONDED & INSURED.