

**FIRST AMENDMENT  
TO  
CONTRACT NO. 2019-080  
BETWEEN  
THE TOWN OF FOUNTAIN HILLS  
AND  
CONSULTANT REGISTERED SURVEYING, INC.**

THIS FIRST AMENDMENT TO CONTRACT NO. 2019-080 (this "First Amendment") is entered into as of November 19, 2018, between the Town of Fountain Hills, an Arizona municipal corporation (the "Town") and Consultant Registered Surveying, Inc., an Arizona corporation (the "Contractor").

RECITALS

A. The Town issued Request for Quotation 2019-023 (the "QSP") seeking bids from contractors to perform topographic survey services (the "Services"). The Contractor responded to the QSP and the Town and Contractor entered into Contract No. 2019-080, dated May 2, 2019, 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.

D. The Town has determined that it is necessary for the Contractor to perform additional services (the "Additional Services"), and the Town and the Contractor desire to enter this First Amendment to provide for 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 as follows:

1. Compensation. The Town shall increase the compensation to Contractor by not more than \$40,000.00, for the Additional Services, resulting in an increase of the aggregate not-to-exceed compensation from \$9,900.00 to \$49,900.00.

2. 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.

3. Non-Default. By executing this First Amendment, the Contractor affirmatively asserts that (i) the Town is not currently in default, nor has it 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.

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 Agreement may be cancelled by the Town pursuant to Ariz. Rev. Stat. § 38-511.

[SIGNATURES ON FOLLOWING PAGES]

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

“Town”

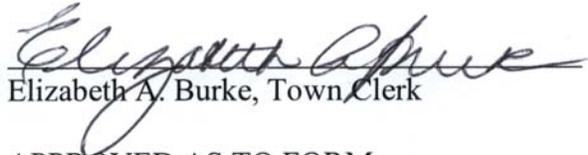
TOWN OF FOUNTAIN HILLS,  
an Arizona municipal corporation

9.21.19  
EP



Grady E. Miller, Town Manager

ATTEST:



Elizabeth A. Burke, Town Clerk

APPROVED AS TO FORM:

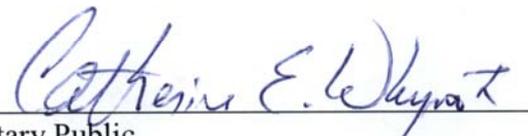
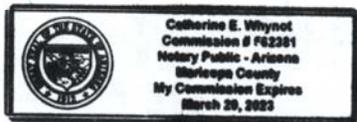


Aaron D. Amson, Town Attorney

(ACKNOWLEDGMENT)

STATE OF ARIZONA        )  
  ) ss.  
COUNTY OF MARICOPA    )

On Sept 11, 2019, 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)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

**"Contractor"**

CONSULTANT REGISTERED SURVEYING, INC.  
a(n) Arizona corporation

By: Carl Sitterley

Name: Carl Sitterley

Title: President.

(ACKNOWLEDGMENT)

STATE OF ARIZONA     )  
  ) ss.  
COUNTY OF MARICOPA )

On September 3rd, 2019, before me personally appeared Carl Sitterley, the President of CONSULTANT REGISTERED SURVEYING, INC., a(n) 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



Dominic Martinez  
Notary Public