

**FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
THE CK GROUP, INC.**

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this "First Amendment") is entered into as of August 3, 2018, between the Town of Fountain Hills, an Arizona municipal corporation (the "Town"), and The CK Group, Inc., an Arizona corporation (the "Consultant").

RECITALS

A. The Town and the Consultant entered into a Professional Services Agreement, dated April 18, 2018 (the "Agreement"), for the Consultant to provide the Town with design services with respect to traffic signal modernization (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 Materials and Services from the Consultant are necessary (the "Additional Services").

D. The Town and the Consultant 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 Consultant 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 November 14, 2018, unless terminated as otherwise provided pursuant to the terms and conditions of the Agreement.



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 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.

4. Israel. Consultant 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 canceled by the Town pursuant to ARIZ. REV. STAT. § 38-511.

6. Public Records. Consultant acknowledges that the Town is a public entity, subject to Arizona’s public records law (A.R.S. § 39-121 et seq.) and that any documents related to this Agreement may be subject to disclosure pursuant to state law in response to a public records request, subpoena, or other judicial process.

6.01 Trade Secrets Statement. If Consultant believes documents related to its work pursuant to the Agreement contain trade secrets or other proprietary data, Consultant must provide notice to the Town at the time the documents are provided to the Town, and include with the notification a statement that explains and supports Consultant’s claim. Consultant also must specifically identify the trade secrets or other proprietary data that Consultant believes should remain confidential.

6.02 Notice of Records Request. In the event the Town determines it is legally required to disclose any documents subject to a Trade Secrets Statement as defined in section 6.01, the Town, to the extent possible in its sole and absolute discretion, will provide Consultant with prompt written notice by fax, email, or certified mail so that Consultant may seek a protective order from a court having jurisdiction over the matter or obtain other appropriate remedies. The written notice will include a time period for Consultant to seek court ordered protection or other legal remedies. If Consultant does not obtain such court ordered protection by the expiration of the time period, the Town may release the documents subject to the Trade Secrets Statement without further notice to Consultant.

[SIGNATURES ON FOLLOWING PAGES]




IN WITNESS WHEREOF, the parties hereto have executed and caused to be signed by their duly authorized representatives, this instrument on the date first written above.

"Town"

TOWN OF FOUNTAIN HILLS,
an Arizona Municipal Corporation

OR
8/21/18


Grady E. Miller, Town Manager

ATTEST:

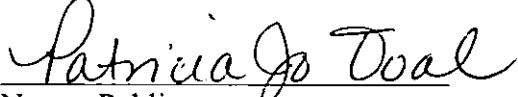

Elizabeth A. Burke, Town Clerk

(ACKNOWLEDGEMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

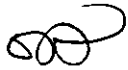
On August 27, 2018, before me personally appeared Grady E. Miller, the Town Manager of the TOWN OF FOUNTAIN HILLS, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the Town of Fountain Hills.




Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]



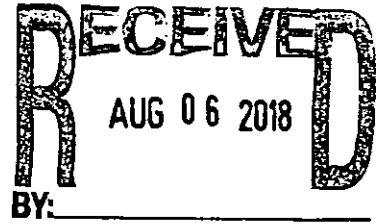
"Consultant"

THE CK GROUP, INC
an Arizona corporation

By: _____

Name: OGONNA ABARIKWU

Its: President



(ACKNOWLEDGEMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On August 3, 2018, before me personally appeared Oghonna Abarikwu, the CEO of THE CK GROUP, INC., an Arizona 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 CK GROUP, INC..

Joel Neitch
Notary Public

(Affix notary seal here)





CONTRACT/GRANT INFORMATION SHEET - AMENDMENT

Date: 8/3/2018			
Staff's Name: Justin T. Weldy		Department: Public Works	
Vendor's Name: CK Group Inc		Vendor Number:	183
Address: 16448 N. 40 th Street STE A, Phoenix, AZ 85032			
Phone: 602-482-5884			
Received W9: <input type="checkbox"/> Y <input type="checkbox"/> N <input checked="" type="checkbox"/> ALREADY IN SYSTEM			
Business License #: 6792		Exp. Date: 1/31/2019	

ACCOUNTING SUMMARY	Org	Object	Project/#	\$
Accounting Code:	PWENG	6402		\$30,281.40
Accounting Code:				
Accounting Code:				
TBD(used for variety of different things/departments/funds):	Choose an item.			

CONTRACT SUMMARY

Contract Number Assigned:	C2018-103.1		
Current Contract Total:	30,281.40	Total Contract Amount with Renewals: 0	\$ 30,281.40
Brief Description of Service:	TRAFFIC STUDY		
If Renewable:	#1	Total # of Renewals Max:	0
FY Cumulative Vendor Totals:	Does this Contract put it over \$50,000	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Contract Beginning Date:	4/18/2018		
Contract Expiration Date:	11/14/2018		
Budgeted Expenditure:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Budget Page #:	FY18-19, page 173		
Approved by Council:	<input checked="" type="checkbox"/> Yes; Date: 6/5/2018	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Insurance Certificate provided:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Warranty Period:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	If Yes, expires Click here to enter a date.
Estimated Start Date:	4/18/2018		
Estimated Completion Date:	11/14/2018		

GRANT SUMMARY

Paid for by Grant:	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Name of Grantee:		
Grant Number Assigned:		Resolution Number:
Date Council Approved:		

REQUEST FOR LEGAL SERVICES

Name/Phone Number/E-mail of Requestor: Justin T. Weldy 480-816-5133 jweldy@fh.az.gov	Date of Request: 7/19/2018 Date Director Approved Request: 7/19/2018
Procurement Approval by: Craig Rudolphy 7/19/2018 Yes <input checked="" type="checkbox"/> No: <input type="checkbox"/> - Contact Finance Director	Due Date (From Town Attorney's office): 8/3/2018 <ul style="list-style-type: none"> Deadline for return of request from Legal is 10 business days after Procurement Approval. Deadline for completed packet items submitted to the Town Clerk - 12 PM the Wednesday 2 weeks prior to the date of the Council meeting.
Council Meeting Date: n/a Item <u>does not</u> require Council approval <input checked="" type="checkbox"/>	
Request for Legal staff: Prepare a contract amendment #1, to extend the contract (2018-103) an additional 90 days.	
Proposed Agenda Language (if applicable): Consent Agenda Item <input type="checkbox"/> Regular Agenda Item <input type="checkbox"/> CONSIDERATION of <u>N/A</u>	
Vendor/Consultant/Agreement/Agency Information: Contact Name: <u>Ogbonna Abarikwu</u> Entity Name: <u>the CK Group, Inc.</u> Entity Address: <u>16448 N. 40th Street, Suite A, Phoenix, Arizona 85032</u> Entity Phone, Fax and E-mail address: <u>P. 602-482-5884; F. 602-482-2885; Email: ckgroup@theCKgroup.com</u> Town of Fountain Hills Business License Number: <u>6792</u> Arizona Corporation Commission File Number: <u>07966948</u>	
Documents Requested: <input type="checkbox"/> Ordinance # _____ (Draft attached Y / N) Publication Dates for Zoning Actions: _____ <input type="checkbox"/> Resolution # _____ (Draft attached Y / N) <input type="checkbox"/> Easement _____ (Specify Type) <input type="checkbox"/> Deed _____ (Specify Type) <input type="checkbox"/> IGA / Amendment (Corresponding Resolution Required) <input type="checkbox"/> PSA / Amendment	<input type="checkbox"/> PA (Purchase) / Amendment <input type="checkbox"/> IFB (Invitation for Bid) <input type="checkbox"/> RFQ (Request for Qualifications) <input type="checkbox"/> RFP (Request for Proposals) <input type="checkbox"/> CSA (Construction) / Amendment <input type="checkbox"/> QSP _____ <input type="checkbox"/> Cooperative Purchasing Agreement Approval _____ <input checked="" type="checkbox"/> Other <u>1st Amendment</u>
Required Contract/Agreement Information: Method of Vendor Selection: <u>Direct Select</u> Term of Contract/Agreement: <u>90 days</u> Contract Amount (this contract): <u>\$10,106.54</u> Cumulative Contract Amount: <u>\$30,281.40</u> Brief description of services/goods being sought: <u>Engineering Design</u> Contract # assigned: <u>2018-103</u> Funding Source: <u>Public Works</u> Project No. <u>None</u> Budget Transfer Required: <u>No.</u> ; if yes, attach appropriate documentation	
Staff Check List: A "request for legal services form" will be returned if submitted without the necessary information and attachments. *Scope of Work or Specifications Attached *Fee Proposal or Price Sheet Attached *Proposal or Statement of Qualifications from Vendor Attached *Bid/RFQ/RFP Schedule Attached *QSP Document Attached *Underlying Cooperative Purchasing Agreement Attached	
Finance requires a "contract cover sheet" prior to processing the approved/signed contract/agreement for payment(s).	