

**CITY OF HILDALE PROFESSIONAL SERVICES
FIRST AMENDMENT TO AGREEMENT
FOR SERVICES WITH CAMPBELL ARCHITECTURE, LLC, a subsidiary of
JONES & DEMILLE ENGINEERING, INC.**

This is a First Amendment to the original Agreement dated July 2, 2024, between the City of Hildale, a municipal corporation, with offices at 320 Newell Ave., Hildale, Utah 84784 (hereinafter called the “CITY”), Campbell Architecture, LLC, a subsidiary of Jones & DeMille Engineering, Inc., with offices at 1535 South 100 West, Richfield, Utah 84701 (hereinafter called “ARCHITECT”).

WITNESSETH THAT:

The following portions of the Agreement between the CITY and the ARCHITECT for the *Hildale City ▪ Maxwell Park Renovation and Improvements (2404-011)* project are amended to increase the scope of the project to include engineering work associated with the project.

1. Scope of Work. The additional scope of work will include:

Assist client with CIB Application including:

- Application Preparation and Coordination
- Exhibits
- SHPO Environmental Letter
- Cost estimates
- DEQ Coordination
- Coordinate with City Staff
- Attend Joint Utilities Meeting
- Attend City Council Meeting
- Board Member Coordination
- Funding Meetings
- Attend CIB Board Meeting for application presentation

2. Compensation.

Lump sum fee of \$20,000 (*twenty thousand dollars and no cents*). Lump sum progress payments may be invoiced monthly by percentage of completion throughout the project:

Original agreement (lump sum)	\$100,000
1st amendment (lump sum)	<u>\$ 20,000</u>

AMENDED TOTAL	\$120,000
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3. Hold Harmless: Architect’s commitments as set forth in this Agreement are based on the expectation that all of the services described in this Agreement will be provided. In the event Town later elects to reduce design professional’s scope of services, Town hereby agrees to release, hold harmless, defend and indemnify Architect from any and

all claims, damages, losses or costs associated with or arising out of such reduction in services.

4. Period of Service: The compensation amount stipulated is conditioned on a period of service not exceeding one (1) month. If such period of service is extended, the compensation amount for Architect's services shall be appropriately adjusted.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement, effective as of October 31, 2024.

IN WITNESS WHEREOF, this Agreement has been executed by the CITY OF HILDALE and ARCHITECT effective from the day and year first written above.

CITY: CITY OF HILDALE

ARCHITECT: CAMPBELL ARCHITECTURE, LLC

Donia Jessop; Mayor

Kendrick Thomas

Kendrick Thomas, Director

:

Approved as to form:
Hildale City Attorney

Sirrene Barlow, City Recorder

By: _____