

**SECOND AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
SUNRISE ENGINEERING, INC.**

THIS SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this "Second Amendment") is entered into as of October 6, 2016, between the Town of Fountain Hills, an Arizona municipal corporation (the "Town"), and Sunrise Engineering, Inc., a Utah corporation (the "Consultant").

RECITALS

A. The Town and the Consultant entered into a Professional Services Agreement, dated February 16, 2012, as amended by that First Amendment, dated May 6, 2013 (collectively, the "Agreement"), for the Consultant to provide professional engineering services for the design of the Fountain Hills Boulevard shoulder paving project. All capitalized terms not otherwise defined in this Second Amendment have the same meanings as contained in the Agreement.

B. The Town has determined that additional services are necessary in connection with the Agreement (the "Additional Services").

C. The Town and the Consultant desire to amend the Agreement to (i) extend the term of the Agreement, (ii) modify the Scope of Work to include the Additional Services and (iii) provide for the increase in compensation to the Consultant 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 Consultant hereby agree as follows:

1. Term of Agreement. The term of the Agreement is hereby extended through June 30, 2018.
2. Scope of Work. Consultant shall provide the Additional Services as set forth in the Additional Scope of Work, attached hereto as Exhibit 1 and incorporated herein by reference.
3. Compensation. The Town shall increase the compensation to Consultant by \$19,820.00 for the Additional Services at the rates as set forth in the Additional Fee Proposal, attached hereto as part of Exhibit 1, resulting in an increase of the aggregate not-to-exceed compensation from \$104,900.00 to \$124,720.00.

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 Second 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 Second 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 Second Amendment are forever waived.

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

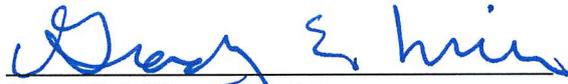
7. Conflict of Interest. This Second Amendment and the Agreement may be canceled by the Town pursuant to ARIZ. REV. STAT. § 38-511.

[SIGNATURES ON FOLLOWING PAGES]

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

“Town”

TOWN OF FOUNTAIN HILLS,
an Arizona municipal corporation


Grady E. Miller, Town Manager

ATTEST:


Bevelyn J. Bender, Town Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On October 10th, 2016, 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]

KARLA J. GRAMA
Notary Public - Arizona
Maricopa County
My Comm. Expires April 8, 2020



EXHIBIT 1
TO
SECOND AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
SUNRISE ENGINEERING, INC.

[Additional Scope of Work and Fee Proposal]

See following pages.

	Contract Amendment #2	
	Fountain Hills Boulevard Shoulder Paving Project #S6053 Re-Start of Project	

SCOPE OF SERVICES

Summary of Changes in this Amendment: Re-Start of project including Construction Plans, Draft Concept Report, Drainage Report and Schedule. 60% review package was submitted to the Town of Fountain Hills on July 17, 2013. Shortly after our submittal the Town put the project on hold. January of 2016 the Town requested to re-start the project and requested a meeting with all the team members to go over the status of the project. On June 31, 2016 we received review comments back from the Town on our 60% submittal. This amendment is to re-start the project after 3 years of inactivity.

SCOPE OF WORK FOR THIS AMENDMENT:

The changes to the scope of work include the following Tasks (numbering continued from original contract):

PHASE 0001 – BASE CONTRACT

Task 001 - Design Concept Report: SEI will be review the Design Concept report for any needed revisions and updates based on the latest ADOT Project Development Process Manual.

Task 002 - Environmental Determination Report: ADOT has recently revised the environmental clearance process. Therefore, Del Sol Group will work closely with ADOT’s new Project Manager to update information in the Environmental Determination Report.

Task 005 - Detail Design & Construction Documents: SEI will review and update the construction documents in accordance with the latest Project Development Process Manual. Additional team meetings will be necessary to re-initiate the project. Comments received from the Town’s 60% review will be incorporated in this update prior to re-submittal to ADOT. Updates to the construction documents may include: Plan & Profile sheets, Drainage Plans, Signing & Marking plans, SWPP plan, and details as necessary to meet the latest ADOT & MAG standard details. Plans will be submitted to ADOT for review in accordance with ADOT’s Project Management Manual. The project schedule will also be updated as part of the task.

Task 006 - Drainage Report: SEI will review and update the drainage report as needed according to ADOT Project Development Process Manual.

The total compensation addition to the contract for Tasks 001, 002, 005 & 006 will be \$19,820. A breakdown of the man-hours for this Task is shown in Exhibit B.

SCOPE OF WORK CONDITIONS & EXCLUSIONS

- A. The scope of work for this amendment is limited to the items listed above. If additional items are added to the contract, they will be performed in accordance with rates & fees shown in Exhibit A.
- B. It is assumed that no revisions or updates will be needed on the Geotechnical Report or Material Design Reports. If required, services will be performed on a T&M basis.
- C. Reproduction, mileage and travel costs shall be billed as a reimbursable expense in addition to the contract cost in accordance with the rates and fees shown in Exhibit A.
- D. The fee schedules shown in Exhibit A can be revised to the current annual fee schedule on the anniversary of the contract execution for providing Time and Material services.

	Contract Amendment #2	
	Fountain Hills Boulevard Shoulder Paving Project #S6053 Re-Start of Project	

EXHIBIT A

SUNRISE ENGINEERING, INC.

Arizona Offices 2016 Fee Schedule

<u>CODE</u>	<u>CLASSIFICATION</u>	<u>RATE</u>		<u>CODE</u>	<u>CLASSIFICATION</u>	<u>RATE</u>
101	Engineer (E.I.T.) I	\$89	<i>per hour</i>	051	Administrative I	\$40 <i>per hour</i>
102	Engineer (E.I.T.) II	\$99		052	Administrative II	\$49
103	Engineer III	\$125		053	Administrative III	\$59
104	Engineer IV	\$145		922	Survey Tech	\$85
105	Engineer V	\$165		930	Survey CAD Tech	\$85
110	Principal Engineer	\$195		935	Survey Crew Chief	\$110
711	Project Manager I	\$115		940	Survey Manager	\$115
712	Project Manager II	\$150		945	Registered Surveyor	\$125
301	Engineering Tech I	\$69		950	Principal Surveyor	\$160
302	Engineering Tech II	\$85		351	Construction Manager I	\$ 119
303	Engineering Tech III	\$95		352	Construction Manager II	\$ 139
304	Engineering Tech IV	\$105		353	Sr. Construction Manager	\$ 159
401	CAD Technician I	\$59		920	Field Technician I	\$ 59
402	CAD Technician II	\$69		921	Field Technician II	\$ 69
403	CAD Technician III	\$79		900	Field Technician III	\$ 79
404	CAD Technician IV	\$89		MILE	Mileage	\$0.59 <i>per mile</i>

Subconsultants and other direct expenses as incurred plus 10% handling fee



Contract Amendment #2

Fountain Hills Boulevard
Shoulder Paving Project #S6053
Re-Start of Project



EXHIBIT B



Man-hour Estimate/Summary of Costs

Town of Fountain Hills
FH Blvd. Shoulder Paving - Project Re-Start

Phase	Task	Work Task Description	Engineer V	Engineer IV	Engineer (E.I.T.) II	Project Manager II	CAD Technician IV	Admin III	Direct Costs	Mileage	(hours)	(\$)
0001		BASE CONTRACT										
	001	Design Concept Report - Review & Update	1	4	6	2	2	1			16	\$1,876
	002	Environmental Determination Report - Review & Update				2			\$8,800		2	\$9,100
	005	Detail Design & Construction Documents - Review & Update	2		16	6	24	2			50	\$5,068
		Additional Project Team Meetings	2		2	4					8	\$1,128
	006	Drainage Report - Review & Update	1	4	12	2	4	1			24	\$2,648
											Subtotal	\$19,820
		Sub-total Hours/Miles/Days	6	8	36	16	30	4		0	100	\$19,820
		Hourly Billing Rate	\$165.00	\$145.00	\$99.00	\$150.00	\$89.00	\$59.00		\$0.59		
		Total Dollars	\$990	\$1,160	\$3,584	\$2,400	\$2,670	\$236	\$8,800	\$0	SUBTOTAL	\$19,820
											GRAND TOTAL	\$19,820