

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

THIS FOURTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this "Fourth Amendment") is entered into as of December 21, 2018, 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, that Second Amendment, dated October 6, 2016, and that Third Amendment, dated June 5, 2018 (collectively, the "Agreement"), for the Consultant to provide the Town with professional engineering services for the design of the Fountain Hills Boulevard shoulder paving project (the "Services").

B. All capitalized terms not otherwise defined in this Fourth Amendment have the same meanings as contained in the Agreement.

B. The Town has determined that additional Services from the Consultant are necessary (the "Additional Services").

C. The Town and the Consultant desire to enter this Fourth Amendment to (i) extend the term of the Agreement, (ii) to modify the Scope of Work to include the Additional Services, and (iii) to provide for compensation to the Consultant for the 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 until December 21, 2019, unless terminated as otherwise provided pursuant to the terms and conditions of the Agreement.

2. Compensation. The Town shall increase the compensation to Consultant by \$4,500.00 for the Additional Services at the rates set forth in the Agreement, resulting in an increase of the aggregate not-to-exceed compensation amount from \$157,720.00 to 162,220.00.

3. Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the Town: Town of Fountain Hills
 16705 East Avenue of the Fountains
 Fountain Hills, Arizona 85268
 Attn: Grady E. Miller, Town Manager

With copy to: Pierce Coleman PLLC
 4711 East Falcon Drive, Suite 111
 Mesa, Arizona 85215
 Attn: Aaron D. Arnson, Town Attorney

If to Consultant: Sunrise Engineering, Inc.
 2152 South Vineyard, Suite 123
 Mesa, Arizona 85210
 Attn: Gregory D. Potter, P.E./Principal/Vice President

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

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 Fourth Amendment, the Consultant affirmatively asserts that (i) the Town is not currently in default, nor has it been in default at any time prior to this Fourth 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 Fourth 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,” as that term is defined in Ariz. Rev. Stat. § 35-393, of Israel.

7. Conflict of Interest. This Fourth 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

CP
12/25/18


Grady E. Miller, Town Manager

ATTEST:


Elizabeth A. Burke, Town Clerk

APPROVED AS TO FORM:

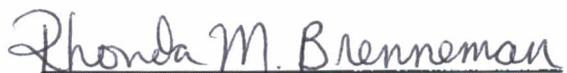

Aaron D. Arnson, Town Attorney

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On January 3, 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]

“Consultant”

SUNRISE ENGINEERING, INC.
a(n) Utah corporation

By: *Geoffrey S. Child*

Name: *GEOFFREY S. CHILD, P.E.*

Title: *PRINCIPAL / ENGINEERING MANAGER*

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On *December 19th*, 2018, before me personally appeared *Geoffrey Child*, the *Principal / Eng. Manager* of SUNRISE ENGINEERING, INC., a(n) Utah 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.

Karla Grimm
Notary Public

(Affix notary seal here)

4811-2899-1618 v.1



