

**FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
J2 ENGINEERING & ENVIRONMENTAL DESIGN, L.L.C.**

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this “First Amendment”) is entered into as of April 6, 2017, between the Town of Fountain Hills, an Arizona municipal corporation (the “Town”), and J2 Engineering & Environmental Design, L.L.C., an Arizona limited liability company (the “Consultant”).

RECITALS

A. The Town and the Consultant entered into a Professional Services Agreement dated June 2, 2016, for Consultant to provide the Town with bid documents (updated 95%, 100% and bid ready final submittals) for the Adero Canyon Trailhead (the “Agreement”). All capitalized terms not otherwise defined in this First Amendment have the same meanings as contained in the Agreement.

B. The Town has determined that additional services by the Consultant are necessary.

C. The Town and the Consultant desire to enter into this First Amendment to (i) modify the scope of work to include the Additional Services and (ii) 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. 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.

2. Compensation. The Town shall increase the compensation to Consultant by \$18,433.00 for the Additional Services at the rates set forth in the Additional Fee Proposal, attached hereto as a part of Exhibit 1, resulting in an increase of the aggregate not-to-exceed compensation from \$126,127.00 to \$144,560.00.

3. 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.

4. 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.

5. 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.

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

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

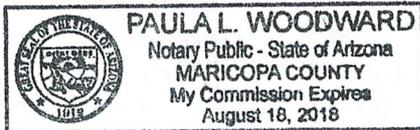
ATTEST:


Bevelyn J. Bender, Town Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On April 10, 2017, 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)

EXHIBIT 1
TO
FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
J2 ENGINEERING & ENVIRONMENTAL DESIGN, L.L.C.

[Additional Scope of Work and Fee Proposal]

See following pages.



engineering and
environmental design



March 23, 2017

Mark Mayer
Director of Parks & Recreation
Town of Fountain Hills
16705 E. Avenue of the Fountains
Fountain Hills, AZ 85268

Re: **Adero Canyon Trailhead Initial Phase Interim Utilities
(Preparation of Addendum Documents for Solar Power Collection and Distribution System, Water
Tank for Sewage Flush and Drip Irrigation, Tank for Sewage Collection, Drip Irrigation Conversion to
Solar)**

Dear Mr. Mayer:

J2 Engineering and Environmental Design, LLC (J2) is pleased to submit this letter for professional services regarding the subject project. The proposal is based on our recent discussions with you regarding the interim conversion of the electrical system to a solar collection and distribution system, the interim conversion of the restroom flush tanks to a water tank flush system and a holding tank sewage containment system, and the conversion of the drip irrigation system to operate from the same water holding tank targeted for use with the restroom. **There will be no interim potable water supply to this site and those features (drinking fountain, sinks, hot water heater or other potable water devices in the restroom will be shown on the plans to be either disconnected or non operational at this time and those connections and devices would be made operational by the Town when potable water system is available to the site. This interim condition is due to the lack of available potable water, sewer and electrical power to the site that will last an extended period of time beyond what was originally anticipated by the Town.**

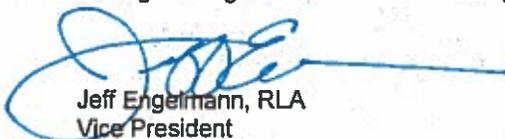
TASK A Create Addendum Documents for Solar Power, Sewage Water Tank Flush and Collection and Drip Irrigation Conversion to a Holding Tank and Solar Controller

A. J2 Water Tank, Sewage Collection and Drip Irrigation Conversion	\$10,533.00
B. Wright Engineering Solar Electrical Design Conversion	\$ 4,500.00
C. Orcutt Winslow Partnership Architecture Update Restroom Design	<u>\$ 3,400.00</u>
Total	\$18,433.00

The scope letter and the associated fees have been developed to address the interim condition and to expedite the creation of these addendum documents. We anticipate one (1) submittal with Town for their review and concurrence and then making any final adjustments per comments received and issuing final addendum documents through the Town for this project.

We look forward to completing these addendum efforts promptly following your approval.

Sincerely,
J2 Engineering and Environmental Design, LLC


Jeff Engelmann, RLA
Vice President

4649 E. Cotton Gin Loop, Suite B2
Phoenix, AZ 85040
voice 602.438.2221
fax 602.438.2225

DERIVATION OF COST PROPOSAL: DESIGN SERVICES TASK A INTERIM UTILITIES

**Adero Canyon Trailhead Interim Utilities
Town of Fountain Hills**

J2 Engineering and Environmental Design, LLC

Estimated direct labor and rates

Classification	Estimated Man Hours	Current Rates	Total
Project Principal	6	\$68.00	\$408.00
Project Manager	13	\$57.17	\$743.00
Project Engineer	14	\$42.50	\$595.00
Project Landscape Architect	10	\$41.08	\$411.00
Designer - Sr.	44	\$37.38	\$1,645.00

Total Hours 87 **Total Direct Labor** \$3,802.00

Total Estimated Labor: \$3,802
 Overhead @ 151.85% of Direct Labor \$5,773
Total Estimated Labor and Overhead: \$9,575

Estimated Direct Expenses Estimated Expenses Total

Printing, Reproduction, Reprographics, Supplies Etc.	* Included in Overhead *	
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Total Direct Expenses \$0.00

Subconsultants: Design

Wright Engineering - Electrical Engineering \$4,500.00
 Orcutt Winslow Partnership - Architecture \$3,400.00

Total Estimated Outside Services: \$7,900.00
 Total Estimated Cost J2 and Subconsultant \$17,475.00
 Fixed Fee at 10% \$958

Total Estimated Cost: \$18,433

J2 Engineering and Environmental Design LLC


 Jeff Engelmann, RLA
 Project Principal

03-23-17
 Date

Fee Schedule

3/23/2017

J2 Engineering and Environmental Design, LLC

Task Number	Task:	Project Principal	Project Manager	Project Engineer	Project Landscape Architect	Designer - Sr.	Total
Task A-100 Design Task Interim Utilities							
101	Cut New Grading Sheet for Water Tank Holding Area and Water Truck Access	1	2	4		8	15
102	Cut Sewage Plan and Profile Sheet from Tank to Restroom with Disconnection Valves	1	2	4		8	15
103	New Sewage Collection Diversion System at Cul-de-sac Manhole Located to the East In Temporary Vault	1	2	4		8	15
104	Cut New Drip Irrigation Plans and Details for Solar Valves, Tank Connection, Solar Controller	1	2		8	16	27
105	Update Cost Estimate and Bid Tab Update to Reflect Bid Alternate Cost and Bid Tab Set Up for Additional Alternate	1	1	2	2	4	10
106	Update Specifications and Additions for New Alternate Bid Item.	1	4				5
Total J2 Design Hours:		6	13	14	10	44	87

March 23, 2017

Mr. Jeff Engelmann
J2 Engineering and Environmental Design
4649 East Cotton Gin Loop
Phoenix, Arizona 85040

Re: Architectural Consulting Services
Adero Canyon Trailhead Professional Services
Orcutt | Winslow Project No. 2016_135-02

Dear Jeff,

Our proposed scope of Construction services is as follows:

Scope of Services

We will provide documentation for the following requested options:

Bid Alternate to make the building electrical all solar based with battery storage
Bid Alternate to change water line intake to a non potable type line for toilet flushing
Bid Alternate for temporary fixtures.
Bid Alternate for Ramada Lighting Solar Collection and Battery Storage
Bid Alternate for Bollard Lighting converted to solar lighting with battery storage
Bid Alternate for Duplex Power at Ramada
Re-evaluate loads on ramada roof to support solar panel collection system and potential battery storage

Professional Fees

Professional Services to be provided for a lump sum of \$3,400.

Please feel free to call if you have any questions or need further information in regards to this Proposal.

Sincerely,



Neil Terry, Partner

Accepted by:

Name and Title

Date



March 21, 2017

J2 Engineering & Environmental Design
4649 East Cotton Gin Loop
Suite B2
Phoenix, Az 85040

Re: Adero Canyon Trail Head Electrical Plan: Grid to Solar Conversion – WEC Project# 16161

Attn: Jeff Engelmann

Contract amendment for Wright Engineering Corp. to complete additional services listed below:

- 1. Provide an addendum plan set which will show electrical plan revisions detailing the required components for a solar powered trail head site.
2. Details will include photovoltaic panels, batteries, charge controllers, and inverter to power the "future" grid powered trailhead.
3. Site lighting layout will be adjusted for "interim" lighting conditions with the photovoltaic system. The interim lighting will provide for future final build out of the site lighting with no new conduit or excavation required at the future time.

Type of Billing:

Lump sum upon completion
\$4,500.00 (Four Thousand Five Hundred)

Wright Engineering, Corp.

J2 Engineering & Environmental Design

Signature: [Handwritten Signature]

Signature: _____

By: R. Scott Wright, P.E.

By: _____

Title: President

Title: _____

Date: March 21, 2017

Date: _____