

~~C-2018-103.2~~
C-2017-087.2

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

THIS SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this "Second Amendment") is entered into as of November 6, 2018, between the Town of Fountain Hills, an Arizona municipal corporation (the "Town") and The CK Group, Inc., an Arizona corporation (the "Contractor").

RECITALS

A. The Town and the Contractor entered into a Professional Services Agreement, dated February 23, 2017 (the "Original Agreement"), as amended by that First Amendment, dated June 5, 2018, for the Contractor to provide the Town with traffic and engineering analysis at the Avenue of the Fountains and La Montana Drive intersection (the "Services"). The Original Agreement and First Amendment are collectively referred to herein as the "Agreement." 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, namely providing review and comment on the Town's draft All-Way Stop Signing and Striping Plan, among other things, from the Contractor are necessary (the "Additional Services").

C. The Town and the Contractor desire to enter this Second Amendment to extend the term of the Agreement, to define the scope of the Additional Services, and to provide for compensation to the Contractor 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 Contractor hereby agree as follows:

1. Term of Agreement. The term of the Agreement is hereby extended until March 5, 2019, unless terminated as otherwise provided pursuant to the terms and conditions of the Agreement.

2. Scope of Work. The Contractor shall provide the Additional Services as set forth in the Scope of Work and Fee Proposal, attached hereto as Exhibit A and incorporated herein by reference.

3. Compensation. The Town shall pay the Contractor \$4,770.77 for the Additional Services, resulting in an increase of the aggregate not-to-exceed compensation amount from \$74,350.01 to \$78,120.78.

4. 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 Contractor: The CK Group, Inc.
 16448 North 40th Street, Suite A
 Phoenix, Arizona 85032
 Attn: Ogbonna Abarwikwu, Principal

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 Second Amendment, the Contractor affirmatively asserts that (i) the Town is not currently in default, nor has it 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. Contractor 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 Second 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

OK
10/22/18


Grady E. Miller, Town Manager

ATTEST:


Elizabeth A. Burke, Town Clerk

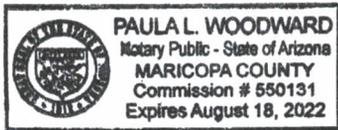
APPROVED AS TO FORM:


Aaron D. Arnson, Town Attorney

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On November 7, 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]



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"Contractor"

The CK GROUP, INC.
a(n) Arizona corporation

By: [Signature]

Name: OGONNA ABARI KWU

Title: Principal

(ACKNOWLEDGMENT)

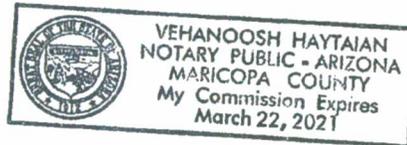
STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On October 18, 2018, before me personally appeared ogonna
F Abarikwu, the Principal of CK Engineering,
a(n) _____, 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 CK Engineering:

[Signature]
Notary Public

(Affix notary seal here)

4815-8635-2504 v.2



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

[Scope of Work and Fee Proposal]

See following pages.



August 23, 2018

Mr. Randy Harrel, PE, SE, RLS, CFM
Town Engineer
Town of Fountain Hills Development Services Department
16705 E. Avenue of the Fountains
Fountain Hills, AZ 85268

Re: AOTF at Verde River Drive – Review and Pedestrian Striping Concept Development

Mr. Harrel,

Thank you for requesting our services as referenced. It is our understanding that the proposed work will be added as a change order to the ongoing AOTF/La Montana Design Contract. Town desires that CK review the signing and marking plans prepared by the Town for the subject intersection as well as propose concepts for a pedestrian crossing connecting the two median islands at the subject intersection.

Below is a summary of the work anticipated as part of this change order:

1. Provide review/comments on the Town's draft All-Way Stop Signing and Striping Plan dated August 13th, 2018 for the AOTF/Verde River intersection.
2. Back-check the Town's incorporation of those comments into the plan.
3. Provide design sketch(es) for the signing and striping to place a pedestrian x-walk between the two medians on AOTF at the above intersection. (The Town will incorporate those measures into the above Signing and Striping Plan.
4. CK to review and confirm that the recommended pedestrian crossing concept is properly incorporated into the Town Signing and Striping Plan.

A. Cost Estimate/Specification

- Not included

B. Specifications:

- Not included

Submittals:

- Redlined Copy of Plans
- PDF of Concept Drawings for proposed Pedestrian Crossing via Email

Meetings: at Fountain Hills Town Hall:

- One (1) Coordination Meeting

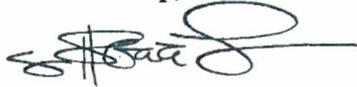
It is anticipated that the proposed work effort will be completed within two (2) weeks from the receipt of a Notice to Proceed (NTP) from the Town. The estimated fee for the proposed services is \$4,770.77. Please refer to Exhibit A – Derivation of Fee, which is attached herein.

Cost associated with meeting(s) beyond those specified in the scope of work will be billed separately on a time and material basis.

Thank you for allowing CK to assist on the proposed effort.

Please do not hesitate to contact us should you have any question or comment.

Respectfully,
the CK Group, Inc.



Ogbonna Abarikwu
Principal

