

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

THIS FIFTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this "Fifth Amendment") is entered into as of August 13, 2019, 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, that Third Amendment, dated June 5, 2018, and that Fourth Amendment, dated December 21, 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 Fifth Amendment have the same meanings as contained in the Agreement.

C. The Town has determined that additional Services in the post-construction phase are necessary due to unforeseen conditions that came to light after the start of construction (the "Additional Services").

C. The Town and the Consultant desire to enter this Fifth 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 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 until August 12, 2020, unless terminated as otherwise provided pursuant to the terms and conditions of the Agreement.

2. Scope of Work. Contractor shall provide the Additional Services as set forth in the Scope of Work attached hereto Exhibit A and incorporated herein by reference, and pursuant to instructions from the Town.

3. Compensation. The Town shall increase the compensation to Consultant by \$30,422.00 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 \$162,220.00 to \$192,642.00.

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 Fifth 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 Fifth 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 Fifth 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 Fifth 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

GR  
7/30/19

Grady E. Miller  
Grady E. Miller, Town Manager

ATTEST:

Elizabeth A. Burke  
Elizabeth A. Burke, Town Clerk

APPROVED AS TO FORM:

Aaron D. Arnson  
Aaron D. Arnson, Town Attorney

(ACKNOWLEDGMENT)

STATE OF ARIZONA        )  
  ) ss.  
COUNTY OF MARICOPA    )

On August 13, 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.



Jamie Salentine  
Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

"Consultant"

SUNRISE ENGINEERING, INC.

a(n) Utah corporation

By: 

Name: DAVE A. DIRREN

Title: PRINCIPAL / PROJECT MANAGER

(ACKNOWLEDGMENT)

STATE OF ARIZONA )

) ss.

COUNTY OF MARICOPA )

On July 19, 2019, before me personally appeared Dave Dirren, the Principal / Project Mgr. 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.

  
Notary Public

(Affix notary seal here)

4838-6786-9851 v.1

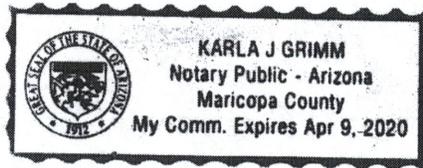


EXHIBIT A  
TO  
COOPERATIVE PURCHASE AGREEMENT  
BETWEEN  
THE TOWN OF FOUNTAIN HILLS  
AND  
SUNRISE ENGINEERING, INC.

[Scope of Work]

See following pages

	Contract Amendment #5	
	Fountain Hills Boulevard Shoulder Paving Project #S6053 Post Design Revisions to Project Documents	

### SCOPE OF SERVICES

Summary of Changes: This Amendment is to cover Post Design Services required during construction due to contractor discovering unforeseen conditions after start of construction. It was discovered that several existing utilities that were required to be relocated horizontally and/or vertically prior to start of construction had not been completed. After several meetings with the Town, ADOT, the Contractor and Utility companies it was determined that a re-design of the project shoulder treatment would be the quickest option to complete the construction without a delay. This amendment is to cover additional cost incurred for additional construction meetings, Requests for information (RFI's), contractor coordination, additional topo survey, engineering re-design, drainage revisions, plan & profile revisions, cross section revisions and quantity updates for the addition of paving, curb and gutter. This revision will eliminate the previously designed ditch section along both left and right sides of the roadway and be replaced with vertical curb & gutter. This revision will help avoid conflicts with existing shallow utilities. The shoulder paving is also being expanded from 6' of paving to 8' of paving and the structural section for the new pavement will now be 3"AC/4"AB throughout the project.

#### SCOPE OF WORK FOR THIS AMENDMENT:

The changes to the scope of work will be added as the following Phase (numbering continued from original contract):

#### PHASE 0005 – Contract Amendment #5 (Revisions During Construction)

SEI will revise the contract documents as requested by ADOT, the Contractor and the Town of Fountain Hills to eliminate drainage slopes by adding curb & gutter along both sides. This was requested due to shallow utilities discovered by the contractor after construction began with the approved design. Additional survey information will be required due to the tie-ins with existing curb & gutter on side streets. The revisions will include updates to the plans, profiles, sections, earthwork and quantities. All revisions will be clouded and delta with notation.

<b>Task 001 – Additional Topo Survey</b>	<b>\$1,200 Lump Sum</b>
<b>Task 002 – Left Side Roadway Re-Design</b>	<b>\$6,994 Lump Sum</b>
<b>Task 003 – Right Side Roadway Re-Design</b>	<b>\$6,994 Lump Sum</b>
<b>Task 004 – Update Construction Sections</b>	<b>\$5,146 Lump Sum</b>
<b>Task 005 – Revise Quantities &amp; Cost Estimates</b>	<b>\$2,838 Lump Sum</b>
<b>Task 006 – QA/QC of All Revisions</b>	<b>\$1,730 Lump Sum</b>
<b>Task 007 – Project Management/Construction Meetings/RFI's</b>	<b>\$5,520 Lump Sum</b>

**The total compensation addition to the contract for Phase 0005 will be \$30,422 Lump Sum**



Contract Amendment #5

Fountain Hills Boulevard  
Shoulder Paving Project #S6053  
Post Design Revisions to Project Documents



A breakdown of the man-hours by Tasks for this Phase is shown in Exhibit B.  
Compensation for these added services, Sunrise Engineering, Inc., shall be compensated in accordance with the fees and compensation types shown in the attached Scope of Services.

**TOWN OF FOUNTAIN HILLS**  
16705 E. Avenue of The Fountains  
Fountain Hills, AZ 85268

**SUNRISE ENGINEERING, INC.**  
2152 S. Vineyard, Suite 123  
Mesa, AZ 85210

By: *Dwight E. Miller*

By: *David A. [Signature]*

Title: *Town Manager*

Title: *PRINCIPAL / PROJECT MANAGER*

Date: *8-12-2019*

Date: *7-19-19*

	Contract Amendment #5	
	Fountain Hills Boulevard Shoulder Paving Project #S6053 Post Design Revisions to Project Documents	

**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 #5

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Fountain Hills Boulevard  
Shoulder Paving Project #S6053  
Post Design Revisions to Project Documents



**EXHIBIT A**

**SUNRISE ENGINEERING, INC.**

Arizona Offices  
2019 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	\$100 <i>per hour</i>	051	Administrative I	\$40 <i>per hour</i>
102	Engineer (E.I.T.) II	\$115	052	Administrative II	\$49
103	Engineer III	\$135	053	Administrative III	\$59
104	Engineer IV	\$155	921	Survey Tech I	\$72
105	Engineer V	\$175	922	Survey Tech II	\$80
110	Principal Engineer	\$195	930	Survey CAD Tech	\$99
711	Project Manager I	\$135	935	Survey Crew Chief	\$132
712	Project Manager II	\$165	940	Survey Manager	\$138
301	Engineering Tech I	\$75	945	Registered Surveyor	\$150
302	Engineering Tech II	\$95	950	Principal Surveyor	\$170
303	Engineering Tech III	\$110	351	Construction Manager I	\$ 119
304	Engineering Tech IV	\$135	352	Construction Manager II	\$ 139
401	CAD Technician I	\$69	353	Sr. Construction Manager	\$ 159
402	CAD Technician II	\$79	901	Field Technician I	\$ 69
403	CAD Technician III	\$89	902	Field Technician II	\$ 79
404	CAD Technician IV	\$99	903	Field Technician III	\$ 89
			MILE	Mileage	\$0.59 <i>per mile</i>

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



Contract Amendment #5  
 Fountain Hills Boulevard  
 Shoulder Paving Project #S6053  
 Post Design Revisions to Project Documents



**EXHIBIT B**



Man-hour Estimate/Summary of Costs

Town of Fountain Hills  
 Fountain Hills Blvd. Amendment #5

Phase	Task	Work Task Description	Principal Engineer	Engineer V	Project Manager II	Engineering Tech III	CAD Technician IV	CAD Technician III	Survey Manager	Direct Costs	Mileage	(hours)	(\$)
0005		<b>Contract Amendment #4 (Post Design Services)</b>											
	001	Additional Topo Survey								\$1,200		0	\$1,200
	002	Left Side Roadway Re-Design			8	4	2	44	8			66	\$6,994
	003	Right Side Roadway Re-Design			8	4	2	44	8			66	\$6,994
	004	Update Construction Sections & Corridors			4	14	2	12	12			44	\$5,146
	005	Revise Quantities & Cost Estimates			2	8		12	4			26	\$2,838
	006	QA/QC of All Revisions		8	2							10	\$1,730
	007	Project Management/Construction Meetings/RFI's	8		24							32	\$5,520
												<b>Subtotal</b>	<b>\$30,422</b>
		Sub-total Hours/Miles/Days	8	8	48	30	6	112	32		0	244	\$30,422
		Hourly Billing Rate	\$195.00	\$175.00	\$165.00	\$110.00	\$99.00	\$89.00	\$140.00		\$0.59		
		Total Dollars	\$1,560	\$1,400	\$7,920	\$3,300	\$594	\$9,968	\$4,480	\$1,200	\$0	<b>SUBTOTAL</b>	<b>\$30,422</b>
												<b>GRAND TOTAL</b>	<b>\$30,422</b>