

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

THIS THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this “Third Amendment”) is entered into as of June 5, 2018, between the Town of Fountain Hills, an Arizona municipal corporation (the “Town”), and Sunrise Engineering, Inc., a Utah corporation (the “Contractor”).

RECITALS

A. The Town and the Contractor entered into a Professional Services Agreement, dated February 16, 2012, as amended by that First Amendment, dated May 6, 2013, and that Second Amendment, dated October 6, 2016 (collectively, the “Agreement”), for the Contractor 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 Third Amendment have the same meanings as contained in the Agreement.

C. The Town has determined that additional Services from the Contractor are necessary (the “Additional Services”).

D. The Town and the Contractor desire to enter into this Third Amendment to modify the Scope of Work to include 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 Contractor hereby agree as follows:

1. Compensation. The Town shall increase the compensation to Consultant by \$33,000.00 (inclusive of a \$3,190.00 owner’s allowance) for the Additional Services at the rates as set forth in the Additional Fee Proposal, attached hereto as part of Exhibit A, resulting in an increase of the aggregate not-to-exceed compensation from \$124,720.00 to \$157,720.00.

2. 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.

3. Non-Default. By executing this Third Amendment, the Contractor affirmatively asserts that (i) the Town is not currently in default, nor has been in default at any time prior to this Third 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 Third Amendment are forever waived.

4. 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.


5. Conflict of Interest. This Third 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 and caused to be signed by their duly authorized representatives, this instrument on the date first written above.

“Town”

TOWN OF FOUNTAIN HILLS,
an Arizona Municipal Corporation


Grady E. Miller, Town Manager

ATTEST:


Bevelyn J. Bender, Town Clerk

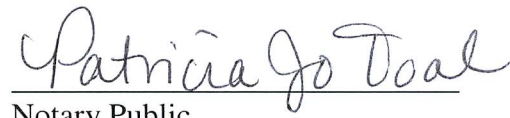
(ACKNOWLEDGEMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On June 5, 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.



(Affix notary seal here)


Notary Public

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

“Contractor”

SUNRISE ENGINEERING, INC.,
a Utah corporation

By: *Geoffrey S. Child*

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

Its: *PRINCIPAL / ENGINEERING MANAGER*

(ACKNOWLEDGEMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On *May 10th*, 2018, before me personally appeared *Geoffrey S. Child*, the *Principal / Eng. Manager* of Sunrise Engineering, Inc., a Utah 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 Sunrise Engineering, Inc.

Karla J. Grimm
Notary Public

(Affix notary seal here)

