



**AMENDMENT NO. 1 TO  
CONSTRUCTION MANAGEMENT SERVICES AGREEMENT**

**FIBER TO THE HOME - SUNRISE  
Project No. DS2501.451**

**Council Date: January 23, 2025**

**THIS AMENDMENT NO. 1** ("Amendment No. 1") to the professional services agreement dated **September 27, 2024**, (the "Agreement") is made by and between the City of Chandler, an Arizona municipal corporation, ("City") and **Sunrise Engineering, LLC**, a Utah limited liability company, ("Consultant"), on this \_\_\_\_ day of \_\_\_\_\_, 2025, ("Effective Date" by Clerk). (City and Consultant may individually be referred to as "Party" and collectively referred to as "Parties").

**RECITALS**

A. The Parties entered into the Agreement for **Construction Management Services** ("Services") for the **Fiber to the Home - Sunrise** project.

B. The Parties have determined that it is necessary and desirable for the Consultant to perform services for the City under the terms and conditions set forth in this Amendment No. 1 and the Agreement.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the premises and mutual promises contained in the Agreement and this Amendment No. 1, the Parties agree to amend and modify the Agreement as follows.

**SECTION I - CONSULTANT'S SERVICES**

The Consultant's Services remain the same as described in the Agreement.

## **SECTION II – PERIOD OF SERVICE**

The Period of Service is increased by **187** calendar days for a revised total of **457** calendar days.

## **SECTION III – PAYMENT OF COMPENSATION AND FEES**

The Fees are increased by **\$372,392** and will be payable in accordance with Exhibit "B" attached to and made part of this amendment by reference, for a revised total not to exceed **\$455,397**.

## **SECTION IV – CONFLICT AMONG DOCUMENTS**

The Agreement, this amendment, and any previous amendments constitute the complete agreement between the Parties concerning the subject matter of the Agreement and replace any prior oral or written communications between the Parties. If a conflict or ambiguity arises between the Agreement and this amendment, the instrument in the following order prevails and controls: (1) this amendment; (2) any previous Amendments from most recent to oldest; and (3) the Agreement.

SIGNATURE PAGE TO FOLLOW

**IN WITNESS WHEREOF**, the Parties hereto have caused this Amendment No. **1** to be duly executed. Each Party warrants and represents that its respective signatories whose signatures appear below have been and are on the date of signature duly authorized to execute this Amendment No. **1**.

**"CITY" CITY OF CHANDLER**

**"CONSULTANT"  
SUNRISE ENGINEERING, LLC**

\_\_\_\_\_  
MAYOR

 12/16/2025  
Signature Date

**RECOMMENDED BY:**

  
Daniel Haskins, P.E.  
CIP City Engineer

Geoffrey S. Child, P.E.  
Print Name

Vice President  
Title

gchild@sunrise-eng.com  
Signer Email Address

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney 

**ATTEST:**

\_\_\_\_\_  
City Clerk Seal

Amendment No. **1** (cont.)  
Project No. **DS2501.451**

These changes result in the following adjustments of Agreement amount and/or time:

|                                                                         |                                     |                          |
|-------------------------------------------------------------------------|-------------------------------------|--------------------------|
| <b>Amendment authorized by Owner name: Dennis Aust</b>                  |                                     | <b>Date: 12/13/2024</b>  |
| <b>Consultant email: gchild@sunrise-eng.com</b>                         |                                     |                          |
| Original Agreement amount:                                              | <b>\$83,005</b>                     |                          |
| Previous Amendment(s) total:                                            | <b>\$0</b>                          |                          |
| Last Agreement amount approved by Council:                              | <b>\$0</b>                          |                          |
| This Amendment:                                                         | <b>\$372,392</b>                    |                          |
| This Amendment + previous Amendment(s) not approved by Council total:   | <b>\$372,392</b>                    |                          |
| Revised Agreement total:                                                | <b>\$455,397</b>                    |                          |
| <b>Council Approval Required</b> (yes indicates approval required)      | <b>Yes</b>                          | <b>No</b>                |
| Amendment(s) total over \$100,000:                                      | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Amendment(s) total causes Agreement to exceed \$100,000:                | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| <b>Agreement Time</b>                                                   |                                     |                          |
| Agreement time prior to this Amendment (including previous amendments): | <b><u>270</u></b><br>Calendar Days  |                          |
| Net change resulting from this Amendment:                               | <b><u>187</u></b><br>Calendar Days  |                          |
| Revised Agreement time (including this Amendment):                      | <b><u>457</u></b><br>Calendar Days  |                          |
| <b>Council Approval</b> (if applicable)                                 |                                     |                          |
| Council Approval Date: <b><u>January 23, 2025</u></b>                   |                                     |                          |

cc: Project Manager, Consultant, Owner, File

**EXHIBIT A**  
**SCOPE OF WORK**

**Contract Amendment Scope of Services**

It is our understanding that the City of Chandler (COC) is in need of On-Call Inspection Services for the Telecommunications and Utility Franchise's (TUF) projects. SE will provide an inspector as requested by the COC. The inspector will be from Sunrise Engineering's (SE) local Mesa office. The original contract budget will be increased in order to perform the tasks below and the schedule duration of which will be approximately through December 2025. The COC may choose to extend the duration and/or increase the budget in the future.

Further details of the proposed scope of work tasks are as follows:

**Phase 0001 – TUF On-Call Inspection Services**

**Task 001 Inspection:** This task may include field inspections, verifying documents and other duties as requested by the COC for projects within the COC Rights-of-Way.

Inspections will include providing documentation of construction activities for utility work in the Right-of-Way and Utility Easements. It will also include reviewing, inspecting, coordinating and documenting construction work to ensure compliance with City, MAG and Federal specifications and conformance with field conditions. Coordination with city staff of various departments (traffic control, locators, solid waste, CIP, etc.) may also be required to ensure projects are deconflicted.

Duties are further outlined below:

- Inspects construction projects for appropriate materials, methods, and workmanship according to project specifications, city standards, and all governing standards.
- Conducts and actively participates in pre-construction and on-going meetings, virtual and in the field, to help eliminate confusion over inspection requirements and procedures.
- Maintains detailed daily inspection reports on assigned projects and provides them to city staff for city records.
- Interprets and applies engineering data, specifications, City, MAG, and ADOT specifications.
- Provides recommendations for construction alternatives within the scope of the plans (e.g. running line changes, minor location adjustments for fiber cabinet equipment, handholes or pedestals, etc.) to contractors to help resolve conflicts in the field.
- Documents and ensures changes are provided to city staff for city records.
- Verifies project construction materials testing results, verifies materials supplied to project and determines compliance with required specifications.

**Phase 0002 – Allowances**

**Task 001 Vehicle Mileage:** This allowance will be for reimbursing vehicle mileage expenses for SE Construction Inspection. Mileage will be tracked from commuting to/from the SE's local Mesa office to/from the project sites within the City limits. The rate for the mileage reimbursement is as shown in Exhibit B.

**Task 002 Owner's Allowance:** Due to the nature of this project additional services may be required during the course of the project due to unforeseen circumstances. This allowance is intended for additional services (detailed description to be defined later) that will be provided upon written authorization from the City.

**Scope of Work Conditions**

- A. Time and Material tasks will be performed in accordance with Exhibit B.
- B. To the extent possible the City shall give SE at least a 48-hour notice of requested inspection service needs.
- C. SE reserves the right to change personnel at any time, for any reason, but shall give the City advance notice of any proposed changes.
- D. Traffic Control Plan (TCP) reviews and approvals are not a part of the scope of work. However, monitoring traffic control devices and setup in the field and ensuring safe practice will be necessary as part of the job duties of the Construction Observers (Inspectors).

**EXHIBIT B**  
**FEE SCHEDULE**

**EXHIBIT "B"**  
**COST SUMMARY – MAN-HOUR – HOURLY RATES**

**Cost Summary**

| Phase | Task | Work Task Description                  | Original Contract Total | Contract Amendment | New Contract Total | *Fee Type          |
|-------|------|----------------------------------------|-------------------------|--------------------|--------------------|--------------------|
| 0001  |      | <b>TUF On-Call Inspection Services</b> |                         |                    |                    |                    |
|       | 001  | Inspection                             | \$71,028                |                    | \$71,028           |                    |
|       | 002  | Inspection (Contract Amendment 01)     |                         | \$356,312          | \$356,312          |                    |
|       |      | <b>Subtotal</b>                        | <b>\$71,028</b>         | <b>\$356,312</b>   | <b>\$427,340</b>   | <b>T&amp;M NTE</b> |
| 0002  |      | <b>Allowances</b>                      |                         |                    |                    |                    |
|       | 001  | Vehicle Mileage                        | \$1,977                 | \$16,080           | \$18,057           |                    |
|       | 002  | Owner's Allowance                      | \$10,000                |                    | \$10,000           |                    |
|       |      | <b>Subtotal</b>                        | <b>\$11,977</b>         | <b>\$16,080</b>    | <b>\$28,057</b>    | <b>T&amp;M NTE</b> |
|       |      | <b>CONTRACT TOTAL (Not to Exceed)</b>  | <b>\$83,005</b>         | <b>\$372,392</b>   | <b>\$455,397</b>   | <b>T&amp;M NTE</b> |

\*Lump Sum = Fixed Fee; T&M = Time & Materials; NTE = Not to Exceed

**EXHIBIT "B"**  
**COST SUMMARY – MAN-HOUR – HOURLY RATES**

| City of Chandler                                             |      |                                        |              |                             |                              |          |                 |                  |
|--------------------------------------------------------------|------|----------------------------------------|--------------|-----------------------------|------------------------------|----------|-----------------|------------------|
| TUF On-Call Inspections Services - Contract Amendment No. 01 |      |                                        |              |                             |                              |          |                 |                  |
| Phase                                                        | Task | Work Task Description                  | Admin<br>III | Construction<br>Observer IV | Construction<br>Observer III | Mileage  | (hours)         | (\$)             |
| 0001                                                         |      | <b>TUF On-Call Inspection Services</b> |              |                             |                              |          |                 |                  |
|                                                              | 001  | Inspection                             |              |                             |                              |          |                 |                  |
|                                                              | 002  | Inspection (Contract Amendment 01)     | 48           | 1000                        | 1600                         |          | 2648            | \$356,312        |
|                                                              |      |                                        |              |                             |                              |          | <b>Subtotal</b> | <b>\$356,312</b> |
| 0002                                                         |      | <b>Allowances</b>                      |              |                             |                              |          |                 |                  |
|                                                              | 001  | Vehicle Mileage                        |              |                             |                              | 24000    |                 | \$16,080         |
|                                                              | 002  | Owner's Allowance                      |              |                             |                              |          |                 | \$0              |
|                                                              |      |                                        |              |                             |                              |          | <b>Subtotal</b> | <b>\$16,080</b>  |
| Sub-total Hours/Miles/Days                                   |      |                                        | 48           | 1000                        | 1600                         | 24000    | 2648            | \$372,392        |
| Hourly Billing Rate                                          |      |                                        | \$69.00      | \$145.00                    | \$130.00                     | \$0.670  |                 |                  |
| Total Dollars                                                |      |                                        | \$3,312      | \$145,000                   | \$208,000                    | \$16,080 | <b>SUBTOTAL</b> | <b>\$372,392</b> |
| <b>CONTRACT AMENDMENT TOTAL</b>                              |      |                                        |              |                             |                              |          |                 | <b>\$372,392</b> |

**EXHIBIT "B"**  
**COST SUMMARY – MAN-HOUR – HOURLY RATES**

## SUNRISE ENGINEERING

### Arizona Offices 2024- 1.1 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   | \$123 <i>per hour</i> | 051         | Administrative I          | \$49 <i>per hour</i>    |
| 102         | Engineer (E.I.T.) II  | \$133                 | 052         | Administrative II         | \$59                    |
| 103         | Engineer (E.I.T.) III | \$143                 | 053         | Administrative III        | \$69                    |
| 104         | Engineer III          | \$173                 |             |                           |                         |
| 105         | Engineer IV           | \$193                 | 921         | Survey Tech I             | \$89                    |
| 106         | Engineer V            | \$213                 | 922         | Survey Tech II            | \$99                    |
| 110         | Principal Engineer    | \$233                 | 930         | Survey CAD Tech           | \$139                   |
| 711         | Project Manager I     | \$168                 | 935         | Survey Crew Chief         | \$165                   |
| 712         | Project Manager II    | \$188                 | 940         | Survey Manager            | \$175                   |
| 301         | Engineering Tech I    | \$99                  | 945         | Registered Surveyor       | \$189                   |
| 302         | Engineering Tech II   | \$119                 | 950         | Principal Surveyor        | \$209                   |
| 303         | Engineering Tech III  | \$132                 | 351         | Construction Observer I   | \$95                    |
| 304         | Engineering Tech IV   | \$142                 | 352         | Construction Observer II  | \$115                   |
| 401         | CAD Technician I      | \$94                  | 353         | Construction Observer III | \$130                   |
| 402         | CAD Technician II     | \$104                 | 354         | Construction Observer IV  | \$145                   |
| 403         | CAD Technician III    | \$114                 | 357         | Construction Manager I    | \$135                   |
| 404         | CAD Technician IV     | \$124                 | 358         | Construction Manager II   | \$160                   |
| 510         | Civil Plan Reviewer   | \$155                 | MILE        | Mileage                   | \$0.670 <i>per mile</i> |