

**FIRST AMENDMENT TO THE AGREEMENT
BETWEEN THE CITY OF APACHE JUNCTION
AND ENTELLUS, INC., FOR ENGINEERING REVIEW
SUPERSTITION VISTAS DEVELOPMENT UNIT #2 – BROOKFIELD**

THIS FIRST AMENDMENT is made and entered into this ____ day of _____, 2025, ("the Execution Date") by and between the CITY OF APACHE JUNCTION, ARIZONA, an Arizona municipal corporation ("City"), and ENTELLUS, Inc., an Arizona corporation ("Consultant"), who shall be collectively referred to as the "Parties", or individually as a "Party".

RECITALS

A. On January 19, 2022, the Parties entered into consulting services agreement (the "Agreement") under which City hired Consultant for engineering plan review for SV DU#2 (Brookfield).

B. The Parties desire to extend the term of the Agreement for three (3) years (the "First Amendment") from August 6, 2025 through June 30, 2028.

AGREEMENT

A. Section 1. **CONSULTANT'S DUTIES**: Consultant agrees to continue to perform the professional services as detailed in Exhibit A, "**Duties and Prices.**"

B. Section 2. **COMPENSATION**: In accordance with the terms and conditions of the Agreement, City shall compensate Consultant for professional services in an amount not to exceed Two Hundred Thousand Dollars and No Cents (\$200,000.00) per year, (DU2-Brookfield) in accordance with the price sheet set forth in Exhibit A.

C. Section 3. **TERM/RENEWAL**: The obligations under this First Amendment shall be effective beginning on August 6, 2025 and shall remain in full force and effect through June 30, 2028, unless otherwise terminated or renewed pursuant to the Agreement.

2. **CONSULTANT BILLING**: Consultant shall bill City on a time and expense basis in a total amount not to exceed Section 2 above. City shall pay such billings within thirty (30) calendar days of the date of receipt.

3. **NOTICES**: All notices to a Party required under this First Amendment shall be in writing and sent by first class certified mail, postage prepaid, return receipt requested, addressed to the following:

If to City: City of Apache Junction
Michael Morris, Engineering Manager
300 East Superstition Boulevard
Apache Junction, AZ 85119
Email: mmorris@apachejunctionaz.gov

If to Consultant: Entellus, Inc.
Tim Crall, Project Manager
3033 N. 44th St., Suite 250
Phoenix, AZ 85018
Email: tcrall@entellus.com

D. Except as expressly amended herein, all other terms and provisions of the Agreement executed by the Parties shall remain in full force and effect until the Agreement is terminated or all obligations have been performed.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be signed by their duly authorized representatives as of the day and year first above written.

CONSULTANT:

Entellus, Inc., an Arizona corporation



By: William A Linck

Its: President

CITY:

CITY OF APACHE JUNCTION, ARIZONA,
an Arizona municipal corporation

By: Walter "Chip" Wilson

Its: Mayor

Yvette McKinney, City Clerk

APPROVED AS TO FORM:

R. Joel Stern, City Attorney

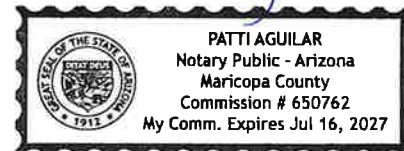
STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing was subscribed and sworn to before me this 20th
day of June, 2025, by William A Linck, as President of Entellus, Inc,
an Arizona corporation.

My Commission Expires:

July 16, 2027

Patti Aguilar
Notary Public



STATE OF ARIZONA)
) ss.
COUNTY OF PINAL)

The foregoing was subscribed and sworn to before me this _____
day of _____, 20____, by Walter "Chip" Wilson, as Mayor of the City of
Apache Junction, Arizona, an Arizona municipal corporation.

My Commission Expires:

Notary Public

Exhibit A Duties and Prices

Task 1: Engineering Review Services

Based on the MPC Plan and preliminary documents for DU2, the following reviews may be required.

- A. Preliminary Plat(s)
- B. Preliminary Commercial Site Plans
- C. Preliminary/Mass Grading Plans
- D. Preliminary & Final Drainage Report
- E. Traffic Impact Statements/Assessments
- F. Other Technical Reports
- G. Subdivision Final Plats
- H. Legal Descriptions
- I. Easement Documents
- J. Maps of Dedication
- K. Final Commercial Site Plans
- L. Subdivision Improvement Plans
- M. Offsite Roadway Infrastructure
- N. Utility Plans
- O. Commercial Site Plan Improvement Drawings
- P. Landscape Plans
- Q. Street Light Plans
- R. Traffic Signal Plans
- S. Storm Water Management Plans
- T. Others – To Be Identified In The Course of Development Applications

Task 2: Miscellaneous Engineering Services

Entellus may provide miscellaneous engineering services to support the City and/or the developer of DU2. Services will be approved in advance by both the City and DU2 developer.

Assumptions and Conditions

- 1. Conduct on-site and off-site civil engineering improvement plan reviews for development projects in accordance with current City of Apache Junction Design Standards and procedures and MAG Uniform Standard Details for Public Works Construction and approved MPC Plan and master reports.**
- 2. Provide redline and review comments to applicants in the City's current format and using any prescribed City platform or programs.**
- 3. Reviews will be completed remotely at Entellus' staff or subconsultant's workplace.**
- 4. Entellus will provide a project manager and principal development services engineer plus additional support staff in areas of expertise such as drainage, survey, plats, etc. to assist City staff with civil plan review. Traffic and landscape design reviews will be completed by Lokahi – subconsultant.**
- 5. Hours worked will be as necessary to meet the agreed upon target schedule for review turn-around time with the City and developer – or better.**
- 6. Correspond or meet with development services applicants in conjunction with the City staff.**
- 7. Coordinate and attend staff/developer meetings.**
- 8. Act in consulting and/or advisory roles to the City on subjects which fall within Entellus's area of competence and as requested by the City.**
- 9. Exhibit A reflects staff positions and rates to provide these services including subconsultants.**
- 10. Entellus agrees to perform the above listed services on a Time and Materials (Not to Exceed) basis. This includes time for administration, quality control, scope management, schedules, adherence to budget, invoicing and additional tasks that may be requested by the City in addition to the primary engineering plan review tasks described herein.**
- 11. Entellus is employed by the City, reports directly to the City and will immediately notify the City of any potential, apparent or actual conflicts of interest or irregularities with developers.**
- 12. City will be billed monthly based on the amount of work completed for each task and invoiced each month for services performed during the previous month. Payment is due 30 days from the date of the invoice.**

Price Sheet - Rates and Fees

STANDARD CHARGE RATE SCHEDULE

ENTELLUS

Principal/Sr. Project Manager/Sr. Plan Reviewer	\$250/hour
Sr. Plan Reviewer – Hydrology/Hydraulics/Drainage	\$205/hour
Sr. Plan Reviewer - Survey	\$190/hour
Plan Reviewer - Civil	\$160/hour
Jr. Plan Reviewer - Civil	\$115/hour
Construction Manager	\$180/hour
Sr. Inspector	\$140/hour
Inspector	\$115/hour
Project Coordinator/Administrative	\$95/hour
Engineering/Construction/Administration Intern	\$65/hour

LOKAHI

Principal Traffic Reviewer	\$243.54/hour
Sr. Traffic Reviewer	\$215.87/hour
Sr. Landscape Architect Reviewer	\$215.87/hour
Traffic Reviewer II	\$193.73/hour
Traffic Reviewer I	\$177.12/hour
Project Coordinator/Administrative	\$94.10/hour

Reimbursables.....Cost

Entellus' and Lokahi's Rates may be adjusted annually based on US Government's published data by the Bureau of Labor Statistic's Employment Cost Index for total compensation, private industry workers by area - United States, West Census region, and the Phoenix-Mesa-Scottsdale, AZ MSA, not seasonally adjusted.