

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
AMEC FOSTER WHEELER ENVIRONMENTAL & INFRASTRUCTURE INC.**

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is entered into as of May 1, 2018, between the Town of Fountain Hills, an Arizona municipal corporation (the "Town"), and AMEC Foster Wheeler Environmental & Infrastructure Inc., a Nevada corporation (the "Consultant").

RECITALS

- A. Pursuant to Section 7.1 of the Town Procurement Policy and 3-3-26 of the Town Code, the Town may directly select certain consultants for professional and technical services.
- B. The Consultant possesses the specific skill and experience required to provide storm water support services as needed by the Town.
- C. The Town desires to enter into an Agreement with the Consultant to perform the storm water support services, as set forth in Section 2 below.

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. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect for a period of one (1) year from the date stated above. This Agreement may be extended in one year increments for a maximum of four (4) additional terms, upon the mutual agreement of the parties in writing. The Agreement may be terminated prior to its termination date as otherwise provided in this Agreement
2. Scope of Work. The Consultant shall provide the storm water support services ("Services") described and set forth in the Scope of Work attached hereto as Exhibit A, subject to the terms of this Agreement.
3. Compensation. The Town shall pay Consultant an amount not to exceed \$33,270.00 per year for the Services, and not to exceed a maximum of \$166,350.00 including all renewals.
4. Payments. The Town shall pay the Consultant monthly, based upon work performed and completed to date, and upon submission and approval of invoices. All invoices

shall document and itemize all work completed to date. Each invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment. The contract number must be referenced on all invoices.

5. Documents. All documents, including any intellectual property rights thereto, prepared and submitted to the Town pursuant to this Agreement shall be the property of the Town.

6. Consultant Personnel. Consultant shall provide adequate, experienced personnel, capable of and devoted to the successful performance of the Services under this Agreement. Consultant agrees to assign specific individuals to key positions. If deemed qualified, the Consultant is encouraged to hire Town residents to fill vacant positions at all levels. Consultant agrees that, upon commencement of the Services, key personnel shall not be removed or replaced without prior written notice to the Town. If key personnel are not available to perform the Services for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, Consultant shall immediately notify the Town of same and shall, subject to the concurrence of the Town, replace such personnel with personnel possessing substantially equal ability and qualifications.

7. Inspection; Acceptance. All work shall be subject to inspection and acceptance by the Town at reasonable times during Consultant's performance. The Consultant shall provide and maintain a self-inspection system that is acceptable to the Town.

8. Licenses; Materials. Consultant shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Consultant. The Town has no obligation to provide Consultant, its employees or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The Town has no obligation to provide tools, equipment or material to Consultant.

9. Performance Warranty. Consultant warrants that the Services rendered will conform to the requirements of this Agreement and with the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality.

10. Indemnification. To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the Town and each council member, officer, employee or agent thereof (the Town and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims") to the extent that such Claims (or actions in respect thereof) are caused by the negligent acts, recklessness or intentional misconduct of the Consultant, its officers, employees, agents, or any tier of subcontractor in connection with Consultant's work or services in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

11. Insurance.

11.1 General.

A. Insurer Qualifications. Without limiting any obligations or liabilities of Consultant, Consultant shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to ARIZ. REV. STAT. § 20-206, as amended, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the Town. Failure to maintain insurance as specified herein may result in termination of this Agreement at the Town's option.

B. No Representation of Coverage Adequacy. By requiring insurance herein, the Town does not represent that coverage and limits will be adequate to protect Consultant. The Town reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement, but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

C. Additional Insured. All insurance coverage, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the Town, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

D. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the Town, unless specified otherwise in this Agreement.

E. Primary Insurance. Consultant's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the Town as an Additional Insured.

F. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

G. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the Town, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Consultant. Consultant

shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

H. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the Town. Consultant shall be solely responsible for any such deductible or self-insured retention amount.

I. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Consultant shall execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the Town and Consultant. Consultant shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

J. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Consultant will provide the Town with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Consultant's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. The Town shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be Consultant's responsibility to forward renewal certificates and declaration page(s) to the Town 30 days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing this Agreement. A \$25.00 administrative fee shall be assessed for all certificates or declarations received without a reference to this Agreement. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing this Agreement will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

(l) The Town, its agents, representatives, officers, directors, officials and employees are Additional Insured as follows:

(a) Commercial General Liability – Under Insurance Services Office, Inc., (“ISO”) Form CG 20 10 03 97 or equivalent.

(b) Auto Liability – Under ISO Form CA 20 48 or equivalent.

(c) Excess Liability – Follow Form to underlying insurance.

(2) Consultant’s insurance shall be primary insurance with respect to performance of this Agreement.

(3) All policies, except for Professional Liability, including Workers’ Compensation, waive rights of recovery (subrogation) against Town, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Consultant under this Agreement.

(4) ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25(2001/08) is used, the phrases in the cancellation provision “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

11.2 Required Insurance Coverage.

A. Commercial General Liability. Consultant shall maintain “occurrence” form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured’s clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the Town, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read “Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of “your work” for that insured by or for you.” If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

B. Vehicle Liability. Consultant shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Consultant's owned, hired and non-owned vehicles assigned to or used in the performance of the Consultant's work or services under this Agreement. Coverage will be at least as broad as ISO coverage code “1” “any auto” policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this

Agreement, the Town, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

C. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Consultant engages in any professional services or work in any way related to performing the work under this Agreement, the Consultant shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Consultant, or anyone employed by the Consultant, or anyone for whose negligent acts, mistakes, errors and omissions the Consultant is legally liable, with an unimpaired liability insurance limit of \$2,000,000 each claim and \$2,000,000 annual aggregate.

D. Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Consultant's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

11.3 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or be materially changed without 30 days' prior written notice to the Town. Consultant shall require its insurer to provide that 30 days' prior written notice to the Town.

12. Termination: Cancellation.

12.1 For Town's Convenience. This Agreement is for the convenience of the Town and, as such, may be terminated without cause after receipt by Consultant of written notice by the Town. Upon termination for convenience, Consultant shall be paid for all undisputed services performed to the termination date.

12.2 For Cause. If either party fails to perform any obligation pursuant to this Agreement and such party fails to cure its nonperformance within 30 days after notice of nonperformance is given by the non-defaulting party, such party will be in default. In the event of such default, the non-defaulting party may terminate this Agreement immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting party's nonperformance is such that it cannot reasonably be cured within 30 days, then the defaulting party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting party immediately (A) provides written notice to the non-defaulting party and (B) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed 90 days. In the event of such termination for cause, payment shall be made by the Town to the Consultant for the undisputed portion of its fee due as of the termination date.

12.3 Due to Work Stoppage. This Agreement may be terminated by the Town upon 30 days' written notice to Consultant in the event that the Services are permanently abandoned. In the event of such termination due to work stoppage, payment shall be made by the Town to the Consultant for the undisputed portion of its fee due as of the termination date.

12.4 Conflict of Interest. This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. The Town may cancel this Agreement without penalty or further obligations by the Town or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the Town or any of its departments or agencies is, at any time while this Agreement or any extension of this Agreement is in effect, an employee of any other party to this Agreement in any capacity or a consultant to any other party of this Agreement with respect to the subject matter of this Agreement.

12.5 Gratuities. The Town may, by written notice to the Consultant, cancel this Agreement if it is found by the Town that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Consultant or any agent or representative of the Consultant to any officer, agent or employee of the Town for the purpose of securing this Agreement. In the event this Agreement is canceled by the Town pursuant to this provision, the Town shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Consultant an amount equal to 150% of the gratuity.

12.6 Agreement Subject to Appropriation. The Town is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the Town's then current fiscal year. The Town's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the Town concerning budgeted purposes and appropriation of funds. Should the Town elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the Town shall be relieved of any subsequent obligation under this Agreement. The parties agree that the Town has no obligation or duty of good faith to budget or appropriate the payment of the Town's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The Town shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The Town shall keep Consultant informed as to the availability of funds for this Agreement. The obligation of the Town to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the Town. Consultant hereby waives any and all rights to bring any claim against the Town from or relating in any way to the Town's termination of this Agreement pursuant to this section.

13. Miscellaneous.

13.1 Independent Contractor. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Consultant acknowledges and agrees that the

Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the Town. Consultant, its employees and subcontractors are not entitled to workers' compensation benefits from the Town. The Town does not have the authority to supervise or control the actual work of Consultant, its employees or subcontractors. The Consultant, and not the Town, shall determine the time of its performance of the services provided under this Agreement so long as Consultant meets the requirements of its agreed Scope of Work as set forth in Section 2 above. Consultant is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. Town and Consultant do not intend to nor will they combine business operations under this Agreement.

13.2 Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona, without regard to conflict of law principles, and any lawsuit pertaining to this Agreement shall be brought only in the Superior Court of Maricopa County, Arizona, which shall have exclusive jurisdiction over any such lawsuit.

13.3 Laws and Regulations. Consultant shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Consultant is responsible abides by, and remains in compliance with, all rules, regulations, ordinances, statutes or laws affecting the Services, including, but not limited to, the following: (A) existing and future Town and County ordinances and regulations, (B) existing and future State and Federal laws and (C) existing and future Occupational Safety and Health Administration standards.

13.4 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the Town and the Consultant.

13.5 Omitted.

13.6 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of this Agreement which may remain in effect without the invalid provision or application.

13.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting this Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

13.8 Assignment; Delegation. No right or interest in this Agreement shall be assigned or delegated by Consultant without prior, written permission of the Town in the Town's

sole and absolute discretion, signed by the Town Manager and no delegation of any duty of Consultant shall be made without prior, written permission of the Town signed by the Town Manager. Any attempted assignment or delegation by Consultant in violation of this provision shall be a breach of this Agreement by Consultant.

13.9 Subcontracts. No subcontract shall be entered into by the Consultant with any other party to furnish any of the material or services specified herein without the prior written approval of the Town in the Town's sole and absolute discretion. The Consultant is responsible for performance under this Agreement whether or not subcontractors are used. Failure to pay subcontractors in a timely manner pursuant to any subcontract shall be a material breach of this Agreement by Consultant.

13.10 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the Town of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the Town to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the Town's acceptance of and payment for services, shall not release the Consultant from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the Town to insist upon the strict performance of this Agreement.

13.11 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

13.12 Liens. All materials or services shall be free of all liens and, if the Town requests, a formal release of all liens shall be delivered to the Town.

13.13 Offset.

A. Offset for Damages. In addition to all other remedies at law or equity, the Town may offset from any money due to the Consultant any amounts Consultant owes to the Town for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

B. Offset for Delinquent Fees, Taxes, or Liens. The Town may offset from any money due to the Consultant any amounts Consultant owes to the Town for delinquent fees, transaction privilege taxes and property taxes, including any interest or penalties, and for any liens filed against the Town and paid for by the Town.

13.14 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: Town of Fountain Hills
16705 East Avenue of the Fountains
Fountain Hills, Arizona 85268
Attn: Town Attorney

If to Consultant: AMEC Foster Wheeler Environmental & Infrastructure Inc.
4600 East Washington Street, Suite 600
Phoenix, Arizona 85034
Attn: Rebecca Sydnor

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.

13.15 Confidentiality of Records. The Consultant shall establish and maintain procedures and controls that are acceptable to the Town for the purpose of ensuring that information contained in its records or obtained from the Town or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Consultant's duties under this Agreement. Persons requesting such information should be referred to the Town. Consultant also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Consultant as needed for the performance of duties under this Agreement.

13.16 Records and Audit Rights. To ensure that the Consultant and its subcontractors are complying with the warranty under subsection 13.17 below, Consultant's and its subcontractors' books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Consultant and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the Town, to the extent necessary to adequately permit (A) evaluation and verification of any invoices, payments or claims based on Consultant's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (B) evaluation of the Consultant's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 13.17 below. To the extent necessary

for the Town to audit Records as set forth in this subsection, Consultant and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the Town shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the Town to Consultant pursuant to this Agreement. Consultant and its subcontractors shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this subsection. The Town shall give Consultant or its subcontractors reasonable advance notice of intended audits. Consultant shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

13.17 E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41.4401, the Consultant and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Consultant's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the Town.

13.18 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.

13.19 Conflicting Terms. In the event of any inconsistency, conflict, or ambiguity among the terms of this Agreement and the Scope of Work, the documents shall govern in the order listed herein.

13.20 Non-Exclusive Contract. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the Town. The Town reserves the right to obtain like goods and services from another source when necessary.

[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

Grady E. Miller, Town Manager

ATTEST:

Bevelyn J. Bender, Town Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On May 1, 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]

"Consultant"

AMEC FOSTER WHEELER ENVIRONMENTAL & INFRASTRUCTURE INC.

By: *Ed Latimer*

Name: Ed Latimer

Its: Infrastructure Ops Mgr.

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On March 9, 2018, before me personally appeared Ed Latimer,
the ~~Infrastructure Ops Mgr~~ of AMEC Foster Wheeler Environmental & Infrastructure Inc., a
Nevada 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 AMEC Foster Wheeler Environmental & Infrastructure Inc.

Gina Agate
Notary Public

(Affix notary seal here)



EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
AMEC FOSTER WHEELER ENVIRONMENTAL & INFRASTRUCTURE INC.

[Scope of Services]

See following pages.



February 8, 2018
Proposal Number PR18-02-01

Mr. Raymond Rees
Facilities/Environmental Supervisor
Town of Fountain Hills
6705 E. Avenue of the Fountains
Fountain Hills, AZ 85268

RE: Offer to Perform Fiscal-Year 2018-2019 Stormwater Support Services

Dear Mr. Rees,

Per your request, Amec Foster Wheeler Environment & Infrastructure Inc. (Amec Foster Wheeler) is submitting this proposal to continue performing stormwater support services. As a Phase II Municipal Separate Storm Sewer System (MS4), the Town of Fountain Hills (Town) is subject to the provisions of the AZPDES Small MS4 General Permit (Permit). Under a separate contract, Amec Foster Wheeler revised the Town's Stormwater Management Plan (SWMP). Subsequently, Amec Foster Wheeler provided support for new or expanded AZPDES Small MS4 Permit (Permit) requirements during the 2017-2018 fiscal year. The Town has requested a proposal for continuation of the support services for the 2018-2019 fiscal year.

Based on discussion with Town staff, Amec Foster Wheeler anticipates the continuation of seven tasks directly in support of MS4 Permit requirements.

PROPOSED SCOPE

Task 1 – Wet Weather Monitoring

As part of this task, Amec Foster Wheeler will perform wet weather monitoring at five outfall locations. Beginning on July 1, 2018, Amec Foster Wheeler will perform two rounds of wet weather monitoring during each wet season (the Summer wet season is June 1st through October 31st and the Winter wet season is November 1st through May 31st). Monitoring will be performed in accordance with the Illicit Discharge Detection and Elimination (IDDE) Inspection/Investigation Standard Operating Procedures (SOP) documented in the SWMP. Inspections will be documented on forms within the SOP and will also be documented on Arizona Department of Environmental Quality (ADEQ) provided Discharge Monitoring Report (DMR) forms for the Town to include in the Annual Report. Amec Foster Wheeler anticipates monitoring the 5 locations over 2 separate days each wet season, depending on the quantity of rainfall. Amec Foster Wheeler will also perform up to 2 hours of initial investigation/source tracking per day of monitoring if potential illicit discharges are observed. In anticipation of rain events, Amec Foster Wheeler will monitor weather to anticipate the start of rainfall. To the extent possible, investigators will aim to begin inspections within the first hour of flow. Given typical rain patterns, rain events typically occur on nights and weekends. Amec Foster Wheeler will perform monitoring during regular business hours only (Monday – Friday, 7am – 5pm) but will initiate monitoring within one hour of sunrise the next business day if rain occurs outside of regular working hours.

If potential illicit discharges are identified, they will be immediately reported to the Facilities/Environmental Supervisor. Initial investigation will consist of visual surface exploration of discharges contained or observed from within Town right-of-way. Amec Foster Wheeler will follow guidance contained within the Town's IDDE SOP documented within the SWMP. All findings will be documented on forms provided in

the SOP and will include photo documentation where applicable. Upon the conclusion of each wet weather monitoring event, Amec Foster Wheeler will transfer inspection records to the Town’s database.

Amec Foster Wheeler anticipates beginning on July 1st during the summer wet season (June 1st – October 31st 2018) and will aim to complete the winter wet season between November 1st 2018 – May 31st 2019. Successful completion of this task assumes there are a sufficient number of qualifying rain events to perform monitoring during each wet season.

Task 2 – Dry Weather Monitoring

As part of this task, Amec Foster Wheeler will perform dry weather screening at outfalls to Ashbrook Wash. Screening will be completed at least 72 hours after a storm event and at locations provided by the Town. Amec Foster Wheeler will assess approximately 50% of discharge points into Ashbrook Wash (up to 40 discrete locations per monitoring period). For each round of dry weather monitoring, Amec Foster Wheeler anticipates completing 40 inspections over 2 days and will perform up to 2 hours of initial investigation/source tracking per day of inspections if potential illicit discharges are observed. One round of screening will be completed between July 1, 2018 and May 31, 2019.

If potential illicit discharges are identified, they will be immediately reported to the Facilities/Environmental Supervisor. Initial investigation will consist of visual surface exploration of discharges contained or observed from within Town right-of-way. Amec Foster Wheeler will follow guidance contained within the Town’s IDDE SOP documented within the SWMP. All findings will be documented on forms provided in the SOP and will include photo documentation where applicable. Upon the conclusion of each dry weather screening event, Amec Foster Wheeler will transfer inspection records to the Town’s database.

Task 3 – Municipal Facility Inspections

As part of this task, Amec Foster Wheeler will perform inspections at the following facilities:

Facility	Priority	Site Inspection Frequency and Schedule
Street Maintenance Facility	High	Once, July – September 2018 Once, October – December 2018 Once, January – March 2019 Once, April – June 2019
Fire Station 1	Medium	Once, July 2018 – June 2019
Fire Station 2	Medium	Once, July 2018 – June 2019
Kiwanis Building, Town Hall, Community Center, or Library/Museum	Low	Once, July 2018 – June 2019

Inspections will be coordinated through the Facilities/Environmental Supervisor and will be documented using the Facility Inspection Form from the SWMP. Results and other recommendations (if applicable) will be provided to facility personnel and the Facilities/Environmental Supervisor. Upon the conclusion of facility inspections, Amec Foster Wheeler will transfer inspection records to the Town’s database. Inspections during subsequent quarters will be completed and records transferred to the Town database on the same day.

Task 4 – Post-Construction Structure Inspections

As part of this task, Amec Foster Wheeler will inspect up to 25 stormwater control features that discharge to the MS4 to verify proper operation of post-construction controls, determine if maintenance is required, and assess for the presence of potential illicit discharges. Upon inspection completion, the Inspector will complete the Construction and Post Construction Site Tracking Form and will include photo documentation

where applicable. If a potential concern is identified, Amec Foster Wheeler will notify the Facilities/Environmental Supervisor who will perform or direct follow up measures. Amec Foster Wheeler anticipates completing 25 inspections over 2 days and will perform up to 2 hours of initial investigation/source tracking per day of inspections if potential illicit discharges are observed. Upon the conclusion of inspections, Amec Foster Wheeler will transfer inspection records to the Town’s database.

Amec Foster Wheeler will complete inspections between July 1, 2018 – June 30, 2019.

Task 5 – Staff Training

As part of this task, Amec Foster Wheeler will deliver up to two training sessions. The training sessions will be delivered on one day between July 1, 2018 – June 30, 2019. Training materials developed during the 2017-2018 reporting period will be used for both training sessions. Anticipated audiences for each session are shown in the table below.

Course	Audience	Frequency	Content
General Stormwater Training	<ul style="list-style-type: none"> - All Town staff involved in field activities, not covered in the Comprehensive Training - Town Contractors 	Annual	<ul style="list-style-type: none"> - General Stormwater Awareness
Comprehensive Stormwater Training	<ul style="list-style-type: none"> - Chief Building Inspector - Town Engineer - Facilities and Environmental Supervisor - Code Enforcement Officer - Street Sweeper Superintendent - Engineering Inspectors - Fleet Mechanic - Engineering Inspector 	Annual	<ul style="list-style-type: none"> - Stormwater Awareness - IDDE - Municipal Facilities - Inspections - Enforcement - Forms

Task 6 – Annual Report Preparation

As part of this task, Amec Foster Wheeler will provide up to 40 hours of support services preparing report contents for the annual report due on September 30, 2018. This task will be completed at the direction of and in coordination with the Facilities/Environmental Supervisor.

FEE ESTIMATE

Amec Foster Wheeler will conduct these services on a Lump Sum basis. Our fee to deliver the above scope of work is **\$33,270**. The table below presents the anticipated level of effort for each task. If any additional support services are required, they would be established under a change order.

Fountain Hills
 PROPOSAL: 2018 Stormwater Support Services
 Proposal No. PR18-02-01

FEE ESTIMATE BREAKDOWN						
Tasks	LABOR CATEGORIES / RATES				TOTAL HRS	TOTAL \$
	PM	Enviro Scientist	GIS Tech	Clerical		
	\$150.00	\$110.00	\$90.00	\$60.00		
Task 1 - Wet Weather Monitoring	12	58	10	2	82	\$9,200
Task 2 - Dry Weather Monitoring	6	36	14	2	58	\$6,240
Task 3 - Municipal Facility Inspections	16	20	10	2	48	\$5,620
Task 4 - Post-Construction Municipal structure inspections	4	36	10	2	52	\$5,580
Task 5 - Training	4	4	4	2	14	\$1,520
Task 6 - Annual Report Development	10	24	0	6	40	\$4,500
<i>Subtotal Labor Hours</i>	52	178	48	16	294	
<i>Percent of Total Hours</i>	17.7%	60.5%	16.3%	5.4%	100.0%	
Subtotal Labor Costs	\$7,800.00	\$19,580.00	\$4,320.00	\$960.00		\$32,660

Expenses / Reimbursables	Unit	Rate	Quantity	Costs
Mileage - Wet Wx	mile	\$ 0.54	1010	\$ 540
Wet Weather Field Supplies	day	\$ 15.00	4	\$ 60
Reprographics	sheet	\$ 0.05	190	\$ 10
Subtotal Expenses:				\$610

Total Fee **\$33,270**

Amec Foster Wheeler appreciates the opportunity to continue providing support services to the Town of Fountain Hills. If you have any questions, please do not hesitate to call me at 602-733-6051.

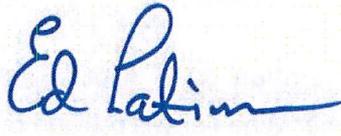
Respectfully submitted,

Sincerely,

Amec Foster Wheeler Environment & Infrastructure, Inc.



Rebecca Sydnor, PE
 Project Manager



Ed Latimer, PE, PhD
 Project Principal, Infrastructure Operations Manager – AZ