

**Contract No. C2017-086.2**

**SECOND AMENDMENT  
TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE TOWN OF FOUNTAIN HILLS  
AND  
AECOM TECHNICAL SERVICES, INC.**

THIS SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this “Second Amendment”) is entered into as of October 2, 2018, between the Town of Fountain Hills, an Arizona municipal corporation (the “Town”), and AECOM Technical Services, Inc., a California corporation (the “Contractor”).

**RECITALS**

- A. The Town and the Contractor entered into a Professional Services Agreement, dated January 9, 2017, as amended by that certain First Amendment to Professional Services Agreement, dated October 17, 2017 (collectively, the “Agreement”), for the Contractor to provide the Town with bus shelter related design services (the “Services”).
- B. All capitalized terms not otherwise defined in this Second 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 Second Amendment to extend the term of the Agreement.

**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. Term of the Agreement. Notwithstanding any provision to the contrary, the Agreement shall remain in full force and effect until December 31, 2018, unless terminated as otherwise provided pursuant to the terms and conditions of the Agreement.

2. Expended Scope of Work. The Consultant shall perform the Expended Services in accordance with the Scope of Work and Fee Proposal attached hereto as Exhibit 1 and incorporated herein by reference.

3. Compensation. The Town shall pay Contractor \$3,721.00 for the Additional Services at the rates set forth in the Fee Proposal attached as Exhibit 1, resulting in an increase of the aggregate not-to-exceed compensation to \$80,798.00.

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 Second 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 Second 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 Second Amendment are forever waived.

6. 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.

7. Conflict of Interest. This Second Amendment and the Agreement may be canceled by the Town pursuant to ARIZ. REV. STAT. § 38-511.

8. Notices and Requests. Communications directed to the Town pursuant to Section 13.14 of the Agreement shall be sent to the Town at the addresses listed 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

9. Public Records. Consultant acknowledges that the Town is a public entity, subject to Arizona’s public records law (A.R.S. § 39-121 et seq.) and that any documents related to this Agreement may be subject to disclosure pursuant to state law in response to a public records request, subpoena, or other judicial process.

9.01 Trade Secrets Statement. If Consultant believes documents related to its work pursuant to the Agreement contain trade secrets or other proprietary data, Consultant must provide notice to the Town at the time the documents are provided to the Town, and include

with the notification a statement that explains and supports Consultant's claim. Consultant also must specifically identify the trade secrets or other proprietary data that Contractor believes should remain confidential.

9.02 Notice of Records Request. In the event the Town determines it is legally required to disclose any documents subject to a Trade Secrets Statement as defined in section 9.01, the Town, to the extent possible in its sole and absolute discretion, will provide Consultant with prompt written notice by fax, email, or certified mail so that Consultant may seek a protective order from a court having jurisdiction over the matter or obtain other appropriate remedies. The written notice will include a time period for Consultant to seek court ordered protection or other legal remedies. If Consultant does not obtain such court ordered protection by the expiration of the time period, the Town may release the documents subject to the Trade Secrets Statement without further notice to Consultant.

[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

ck  
9/19/18

  
Grady E. Miller, Town Manager

ATTEST:

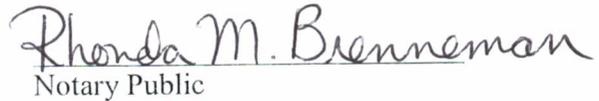
  
Elizabeth A. Burke, Town Clerk

(ACKNOWLEDGEMENT)

STATE OF ARIZONA        )  
  ) ss.  
COUNTY OF MARICOPA    )

On September 24, 2018  
~~October 2, 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.



  
Rhonda M. Brenneman  
Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]



**“Contractor”**

AECOM Technical Services, Inc.  
a California corporation

By: 

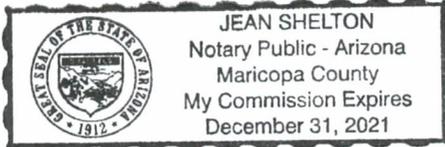
Name: ROBERT RINGWALD

Its: ASSOCIATE VICE PRESIDENT

(ACKNOWLEDGEMENT)

STATE OF ARIZONA        )  
  ) ss.  
COUNTY OF MARICOPA )

On Sept 12, 2018, before me personally appeared Robert Ringwald the Associate VP of AECOM Technical Services, Inc., a California 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 AECOM Technical Services, Inc.



  
Notary Public

(Affix notary seal here)



EXHIBIT 1  
TO  
SECOND AMENDMENT TO  
PROFESSIONAL SERVICES AGREEMENT

[See Following Pages]

## **Scope of Work**

### **Bus Shelter Engineering/Architectural Services During Construction Northeast Corner of El Lago Boulevard and La Montana Drive**

#### **Project Description**

Engineering and architectural basic services for the review of the project bus shelter construction related meetings, submittals, and observation for the bus shelter construction.

#### **Task 1 – Project Management**

AECOM will be responsible for providing project administration and management services. This task includes:

- Monthly progress report and Monthly invoices

#### **Task 2 – Construction Related Services**

- Attend and participate in one (1) preconstruction meeting.
- Review submittals by the contractor related to the fabrication of the bus shelter including the shop drawing review and color palette submittal.
- Provide one visit at the location of the fabrication to inspect fabrication prior to installation. Provide site visit report and recommendations
- Provide one site visit for the process of inspecting shelter installation. Provide site visit report and recommendations
- Attend and participate in the project final walk through and provide punch list elements related to the shelter and the installation.
- Reviews as-built drawings prepared by Contractor.

#### **Assumptions and Exclusions**

This scope of work assumes a 3-month project duration.

The following tasks are not included in this scope of work and can be provided as a contract modification:

- Construction Administration services other than as noted in the scope of services above
- As-built survey;
- Additional design concepts or layout changes;
- Lighting/Electrical design;
- Potholing;
- Coordination/Meetings other than as noted in the scope of services above;
- Warranty inspections;
- Other services not identified in this scope of services.

**General Conditions**

AECOM will complete the tasks specifically identified in this Scope of Work. Tasks not specifically identified in this Scope of Work are excluded.

In the event that additional work items are identified, AECOM will immediately notify the Town of Fountain Hills Project Manager and provide a separate cost proposal and schedule for the additional work. AECOM will not proceed with out of scope tasks without written authorization from the Town of Fountain Hills.

**Entitled to Rely:**

Consistent with the professional standard of care, AECOM shall be entitled to rely upon the accuracy of data and information provided by the Town or others without independent review or evaluation.

Client: TOWN OF FOUNTAIN HILLS  
 Firm Name: AECOM  
 Bus Shelter Engineering/Architectural Services During Construction  
 Northeast Corner of El Lago Blvd and La Montana Dr.

**DERIVATION OF COST PROPOSAL SUMMARY**

**ESTIMATED DIRECT LABOR**

Classification	Hours	Proposed Rate (@ 2.75 Multiplier)	Labor Cost	Percent by Hours
Project Principal	-	\$253.00	\$0.00	0.00%
Project Manager	5	\$198.00	\$990.00	27.78%
Sr. Project Engineer	11	\$148.00	\$1,628.00	61.11%
Engineer/ Sr. Designer	-	\$120.00	\$0.00	0.00%
Designer/ CADD	-	\$94.00	\$0.00	0.00%
Project Administrator	2	\$99.00	\$198.00	11.11%
Landscape Architect	-	\$129.00	\$0.00	0.00%
Sr. Structural Engineer	-	\$178.00	\$0.00	0.00%
Structural Engineer	-	\$100.00	\$0.00	0.00%
Total Hours =		18	Total Estimated Labor =	\$2,816.00

**ESTIMATED DIRECT EXPENSES**

Expense	Cost
Travel	\$ 25.00
Total Direct Expenses =	\$25.00

**ESTIMATED OUTSIDE SERVICES AND CONSULTANTS**

Firm	Method of Compensation	Cost
Sherman Design Group	Lump Sum	\$880.00
Total Estimated Outside Services =		\$880.00
TOTAL ESTIMATED COST =		\$3,721.00

  
 CONSULTANT FIRM SIGNATURE

7-30-18  
 DATE

The cost estimates included in this proposal are valid for three months from the date of submittal. If the proposal is accepted after said period, AECOM reserves the right to review and retain or modify the cost estimate stated herein in order to appropriately reflect changing costs and salaries and similar economic considerations. Any changes to this scope of work may require a modified estimate.

Client: TOWN OF FOUNTAIN HILLS  
 Firm Name: AECOM  
 Bus Shelter Engineering/Architectural Services During Construction  
 Northeast Corner of El Lago Blvd and La Montana Dr.

Task	No. of Sheets	Hrs. per Sheet	Total Hours	Totals by Classification								
				\$253.00	\$198.00	\$148.00	\$120.00	\$94.00	\$99.00	\$129.00	\$178.00	\$100.00
				Project Principal	Project Manager	Sr. Project Engineer	Engineer/ Sr. Designer	Designer/ CADD	Project Administrator	Landscape Architect	Sr. Structural Engineer	Structural Engineer
<b>Project Management</b>												
Project Administration			4		2				2			
			Subtotal (Hours) =	4	0	2	0	0	0	2	0	
			Subtotal (Labor) =	\$594.00	\$0.00	\$396.00	\$0.00	\$0.00	\$0.00	\$198.00	\$0.00	
<b>Construction Documents</b>												
Construction Meeting			8		3	5						
As-built review			6			6						
			Subtotal (Hours) =	14	0	3	11	0	0	0	0	
			Subtotal (Labor) =	\$2,222.00	\$0.00	\$594.00	\$1,628.00	\$0.00	\$0.00	\$0.00	\$0.00	
			Total (Hours) =	18	0	5	11	0	0	2	0	
			Total (Labor) =	\$2,816.00	\$0.00	\$990.00	\$1,628.00	\$0.00	\$0.00	\$198.00	\$0.00	
				100.0%	0.0%	27.8%	61.1%	0.0%	0.0%	11.1%	0.0%	