

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

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this “First Amendment”) is entered into as of October 17, 2017, between the Town of Fountain Hills, an Arizona municipal corporation (the “Town”), and AECOM Technical Services, Inc., a California corporation (the “Consultant”).

RECITALS

A. The Town and the Consultant entered into a Professional Services Agreement dated January 9, 2017, for Consultant to develop two conceptual alternatives for a bus shelter to be located in or near the southwestern portion of the Library/Museum parking lot (the “Agreement”). All capitalized terms not otherwise defined in this First Amendment have the same meanings as contained in the Agreement.

B. The Town has selected an alternative and desires to engage Consultant to perform the architectural and engineering tasks necessary to complete the final design and prepare the construction documents for the chosen alternative (the “Expanded Services”).

C. The Town and the Consultant desire to enter into this First Amendment to extend the term of the Agreement to allow for time to complete the Expanded 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 Consultant hereby agree as follows:

1. Term of Agreement. The term of the Agreement is hereby extended and shall remain in full force and effect until June 30, 2018, unless terminated as otherwise provided pursuant to the terms and conditions of the Agreement.

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

3. 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.

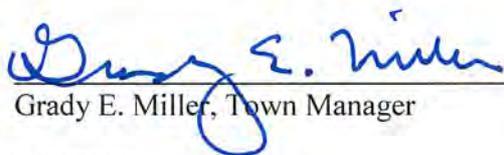
4. Non-Default. By executing this First Amendment, the Consultant affirmatively asserts that (i) the Town is not currently in default, nor has been in default at any time prior to this First Amendment, under any of the terms or conditions of the Agreement and (ii) any and all claims, known and unknown, relating to the Agreement and existing on or before the date of this First Amendment are forever waived.

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

IN WITNESS WHEREOF, the parties hereto have executed this instrument 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 October 17, 2017, 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)

**EXHIBIT 1
TO
FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
AECOM TECHNICAL SERVICES, INC.**

[Expanded Scope of Work and Fee Proposal]

See following pages.



AECOM
7720 N. 16th Street
Suite 100
Phoenix, Arizona 85020
www.aecom.com

602 371 1100 tel
602 371 1615 fax

June 16, 2017

Town of Fountain Hills
Public Works Department
16705 E. Ave of the Fountains
Fountain Hills, AZ 85268

Attn: Mr. Justin Weldy, Public Works Director

**Re: Scope of Work and Fee Proposal
Bus Shelter Final Design Project**

Dear Mr. Weldy:

AECOM Technical Services Inc. (AECOM) is pleased to submit this cost proposal for the Bus Shelter Final Design Project at the Northeast corner of El Lago Blvd and La Montana Dr. Enclosed is our cost proposal and scope of work for your review. Our scope of work includes all engineering and architectural tasks required to design the new bus shelter improvements within the project limits.

The total not to exceed fee to perform these services is \$49,799.00. This not to exceed fee is based on a weighted average hourly rate for each labor classification.

We look forward to working with you to successfully complete this project. If you have any questions or need additional information regarding this cost proposal please contact Miguel Aceves (602-861-7458, miguel.aceves@aecom.com). We are available to meet and discuss this proposal at your convenience.

Respectfully Submitted,
AECOM

Miguel Aceves, PE
Project Manager

Randy Simpson, PE
Vice President

Enclosures:

- 1) Scope of Work
- 2) Hour Estimate / Cost Proposal

Scope of Work

Bus Shelter Final Design Project Northeast Corner of El Lago Boulevard and La Montana Drive

Project Description

This project will consist of preparing construction documents for the final bus shelter layout.

Design Guidelines

This project will be designed according to the current edition of the following standards and specifications:

- Uniform Standard Specifications and Details for Public Works Construction as published by the Maricopa Association of Governments (MAG)
- 2010 Supplement to the MAG Uniform Standard Details for Public Works Construction
- RPTA Bus Stop Program and Standards

If there is a conflict between the design standards, the Town of Fountain Hills Project Manager will determine which standard will take precedence.

This Scope of Work as presented herein will be performed by AECOM Technical Services, Inc. (AECOM). All design work will be performed using AutoCAD 2015 computer assisted drafting and design (CADD) software. Tasks required for this project include:

- | | |
|--------|---------------------------|
| Task 1 | Project Management |
| Task 2 | Additional Survey Mapping |
| Task 3 | Construction Documents |

Task 1 – Project Management

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

- Monthly progress report and schedule update
- An update to the project work plan at project initiation
- Project schedule identifying major milestones and submittals
- Monthly invoices
- Oversight to verify all deliverables are in compliance with this Scope of Work
- Attend one kick-off meeting, three progress meetings (to be held at the Town of Fountain Hills or the project site), and two city council meetings. The Project Manager or designated representative will attend these meetings

AECOM will prepare an agenda and meeting minutes for each meeting. All meeting agendas and minutes shall be reviewed and approved by the City's Project Manager prior to distribution. Comments will be incorporated into the meeting notes and the final document will be distributed no later than five working days after receiving the comments.

Task 2 – Additional Survey Mapping

Additional topographic survey will be performed to verify compliance within proposed ADA parking areas. Utilities will be added to the base map based upon blue stake markings and utility company provided information. The right of way limits will be determined using an offset from the field measured monument line. See attached cost proposal from Geomatics Consulting Group for the additional survey scope.

Task 3 – Construction Documents

This task includes the preparation of construction documents for bus shelter Alternative 1 (as defined in the final conceptual design as the preferred alternative) at the northeast corner of El Lago Blvd and La Montana Dr. The plans will consist of the following items:

The demolition plan will be prepared showing the existing conditions of the site, items to be removed, and the limits of demolition. Existing contours will be shown on the plan for reference.

A site layout plan will be prepared to show the layout and limits of the proposed improvements. The plan will include AC pavement, concrete sidewalks, striping, and the bus shelter pad location. Dimensioning and control will be provided as part of this plan and will be based upon Town of Fountain Hills monuments.

A grading plan will be prepared to showing existing contours and proposed grading within the limits of work. Proposed contours will be provided at a one (1) foot interval throughout the improvement area. Spot elevations will be provided at grade breaks and select spots along curbing, sidewalk, or pavement. All elevations will reference Town of Fountain Hills vertical datum.

Landscape plans will be provided to adapt the existing site to the new layout. A planting plan will be provided to show which plants will be removed, relocated, or added. An irrigation plan will be created to modify the existing irrigation system to the new plant layout. No new irrigation service taps are anticipated as part of the project.

A detail sheet will be prepared to cover additional details not covered by the MAG Uniform Standard Details for Public Works Construction.

Specifications will be prepared to cover construction items not covered by the MAG Uniform Standard Specifications and Details for Public Works Construction. These specifications will be provided on the plans. Book form specifications are not included as part of the civil design package.

Architectural plans will be prepared via subconsultant for the bus shelter structure. These will include plans, elevations, and details. Alternatives for the shelter orientation and design will be provided during the schematic design phase of the project (beyond minor modifications, no changes to the selected civil site layout are anticipated as part of this process). See attached cost proposal from Sherman Design Studios for the additional architectural scope.

In support of the architect's design, structural calculations will be prepared by AECOM for the selected new bus shelter structure.

This scope assumes submittals to the Town for review and comments for the schematic design (SD), design development (DD), and construction document (CD) phases. The SD and DD submittals will be in PDF format and will include design drawings and an engineer's opinion of probable cost. The Town will have a review period of 10 days followed by a comment resolution meeting with the Town's project team. The hard-copy final CD submittal will include final drawings incorporating the Town's comments, and an updated engineer's opinion of probable cost.

The following items will be included in the civil construction document drawings (estimated 6 sheets total):

- Cover Sheet - 1 sheet
- General Notes and Details - 1 sheet
- Demolition Plan - 1 sheet
- Site Layout Plan – 1 sheet
- Grading Plan – 1 sheet
- Landscape Plan – 1 sheet

For deliverable information for the architectural scope of work, refer to the attached cost proposal from Sherman Design Studios.

Assumptions and Exclusions

It is assumed that the Town of Fountain Hills will provide all existing plans of the parking lot, existing plats or right-of-way maps, existing roadway plans, and utility conditions within the project limits as available.

This Scope of work assumes a 6-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 including, but not limited to RFI response, contractor submittal review, contractor pay application review, punch lists, site visits, as-built document preparation or review, or OAC meeting attendance;
- As-built survey, record of survey, boundary survey, or legal descriptions;
- Drainage or storm water design;
- SWPPP plans;
- Geotechnical investigations, analyses, recommendations, materials/compaction recommendations, pavement designs, soils report, paving evaluation report, or pavement structure design report; except as specifically enumerated in this scope of services;
- Dry utility coordination, utility engineering designs or details, except as noted in this scope of services;
- Additional design concepts or layout changes;
- Lighting design or photometric analysis;
- Traffic analysis, traffic counts, or traffic studies;
- Utility relocations and/or design services;
- Potholing;
- Design services or plans for improvements extending beyond the design limits;
- Alternative Selection Analysis;
- Landscape architecture design/plans;
- Any environmental work/studies including but not limited to Phase I, Phase II, jurisdictional determination, and 404 permit services;
- Submittals other than as noted in scope of services above;
- Coordination/Meetings other than as noted in the scope of services above;
- Post design services including, but not limited to survey staking and review/interpretation of contract documents are not part of this scope, except as specifically enumerated in this scope of services;
- Warranty inspections;

- Additional public meetings (beyond the two council meetings included within this scope of work);
- 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.

Engineer's Opinion of Probable Cost:

The opinions of probable cost prepared by AECOM will represent its judgment as a design professional and will be provided for the general guidance of the Town. Since AECOM has no control over the cost of labor and material, or over competitive bidding or market conditions, AECOM cannot guarantee the accuracy of the estimates as compared to contractor bids or the actual cost to the Town.

Client: TOWN OF FOUNTAIN HILLS
 Firm Name: AECOM
 Bus Shelter Final Design Project
 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 | 1 | \$253.00 | \$253.00 | 0.34% |
| Project Manager | 32 | \$198.00 | \$6,336.00 | 10.92% |
| Sr. Project Engineer | 64 | \$148.00 | \$9,472.00 | 21.84% |
| Engineer/ Sr. Designer | 28 | \$120.00 | \$3,360.00 | 9.56% |
| Designer/ CADD | 36 | \$94.00 | \$3,384.00 | 12.29% |
| Project Administrator | 32 | \$99.00 | \$3,168.00 | 10.92% |
| Landscape Architect | 20 | \$129.00 | \$2,580.00 | 6.83% |
| Sr. Structural Engineer | 8 | \$178.00 | \$1,424.00 | 2.73% |
| Structural Engineer | 72 | \$100.00 | \$7,200.00 | 24.57% |
| Total Hours = | | 293 | Total Estimated Labor = | \$37,177.00 |

ESTIMATED DIRECT EXPENSES

| Expense | Cost (Design) |
|-------------------------|---------------|
| Reproductions / Courier | \$ 141.00 |
| Travel | \$ 130.00 |
| Total Direct Expenses = | \$271.00 |

ESTIMATED OUTSIDE SERVICES AND CONSULTANTS

| Firm | Method of Compensation | Cost |
|------------------------------------|------------------------|-------------|
| Geomatics Consulting Group | T&M | \$1,551.00 |
| Sherman Design Group | T&M | \$10,800.00 |
| Total Estimated Outside Services = | | \$12,351.00 |
| TOTAL ESTIMATED COST = | | \$49,799.00 |



 CONSULTANT FIRM SIGNATURE

6/16/17

 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 Final Design Project
 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 |
| Project Management | | | | | | | | | | | | |
| Project Administration: Project Set-Up, Updates, Correspondence, Schedule, Work Plan and Invoicing (6 month duration) | | | 46 | | 12 | | | | 32 | | 2 | |
| Project Kickoff Meeting (1 meeting in Fountain Hills) | | | 6 | | 3 | 3 | | | | | | |
| Progress Meeting, Agenda, Notes, and Materials (3 meetings in Fountain Hills) | | | 18 | | | 18 | | | | | | |
| Town Council Meetings (2 meetings in Fountain Hills) | | | | | | 6 | | | | | | |
| Project Execution Plan Update | | | 3 | 1 | 2 | | | | | | | |
| | | | Subtotal (Hours) = | 73 | 17 | 27 | 0 | 0 | 32 | 0 | 2 | |
| | | | Subtotal (Labor) = | \$11,139.00 | \$3,366.00 | \$3,996.00 | \$0.00 | \$0.00 | \$3,168.00 | \$0.00 | \$356.00 | |
| Construction Documents | | | | | | | | | | | | |
| Cover Sheet (1 Sheet) | 1 | 4.0 | 4 | | | | | 4 | | | | |
| General Notes and Detail Sheet (1 Sheet) | 1 | 16.0 | 16 | | 4 | 4 | | 8 | | | | |
| Demolition Plan (1 Sheet) | 1 | 16.0 | 16 | | 4 | 4 | | 8 | | | | |
| Site Layout Plan (1 Sheet) | 1 | 20.0 | 20 | | 8 | 4 | | 8 | | | | |
| Grading Plan (1 Sheet) | 1 | 20.0 | 20 | | 8 | 4 | | 8 | | | | |
| Landscape Plan (1 Sheet) | 1 | 20.0 | 20 | | | | | | 20 | | | |
| Structural Calculations | | | 78 | | | | | | | 6 | 72 | |
| Construction Cost Estimate | | | 16 | | | 4 | 12 | | | | | |
| QA/QC for SD, DD, & CD Submittals | | | 12 | | 12 | | | | | | | |
| Package and Deliver Electronic Project Files | | | 12 | | 3 | 9 | | | | | | |
| | | | Subtotal (Hours) = | 214 | 15 | 37 | 28 | 36 | 0 | 20 | 6 | |
| | | | Subtotal (Labor) = | \$26,038.00 | \$2,970.00 | \$5,476.00 | \$3,360.00 | \$3,384.00 | \$0.00 | \$2,580.00 | \$1,068.00 | |
| | | | Total (Hours) = | 287 | 32 | 64 | 28 | 36 | 32 | 20 | 8 | |
| | | | Total (Labor) = | \$37,177.00 | \$6,336.00 | \$9,472.00 | \$3,360.00 | \$3,384.00 | \$3,168.00 | \$2,580.00 | \$1,424.00 | |
| | | | | 102.1% | 0.3% | 11.1% | 22.3% | 9.8% | 12.5% | 11.1% | 7.0% | |
| | | | | | | | | | | 2.8% | 25.1% | |

Firm Name: AECOM
 Bus Shelter Final Design Project
 Northeast Corner of El Lago Blvd and La Montana Dr.

New Contract: No
 Contract Mod: Yes

DERIVATION OF DIRECT EXPENSES

| 8.5x11 and 11x17 Reproduction | | | | | | | | | | |
|-----------------------------------|---------|-------------------------------|-------------------------------|------------------------|--------------------------------|-------------------------|---------------------------------|--------------------------|----------------------------------|---------------------------|
| Document | Number | Number of Sheets per Document | 11x17 B&W Sheets per Document | Total 11x17 B&W Sheets | 8.5x11 B&W Sheets per Document | Total 8.5x11 B&W Sheets | 11x17 Color Sheets per Document | Total 11x17 Color Sheets | 8.5x11 Color Sheets per Document | Total 8.5x11 Color Sheets |
| Plans (Preliminary) | 6 | 0 | 6 | 36 | 0 | 0 | 6 | 36 | 0 | 0 |
| | | 6 | | | | | | | | |
| | | 0 | | 0 | | 0 | | 0 | | 0 |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| Total Documents | 6 | | | | | | | | | |
| Total Sheets | | 72 | | 36 | | 0 | | 36 | | 0 |
| Cost per Sheet | | | | \$0.06 | | \$0.035 | | \$0.78 | | \$0.37 |
| Binding & Cover Cost per Document | \$4.00 | | | | | | | | | |
| Sub-Totals | \$24.00 | | | \$2.16 | | \$0.00 | | \$28.08 | | \$0.00 |

Subtotal for 8.5x11 and 11x17 Reproduction \$54.24

| Full-Size Reproduction | | | | |
|-----------------------------------|--------|--|-------------------------------|--------------|
| Document | Number | | Number of Sheets per Document | Total Sheets |
| Plans (Final) | 3 | | 6 | 18 |
| | | | | 0 |
| | | | | |
| Total Documents | 3 | | | |
| Total Sheets | | | | 18 |
| Cost per Sheet | | | | \$2.75 |
| Binding & Cover Cost per Document | \$4.00 | | | |
| Subtotals | \$12 | | | \$50 |

Subtotal for Full-Size Reproduction \$62

TOTAL REPRODUCTION = \$115.74

| Communication | | | |
|---|----------|-----------|------|
| Item | Quantity | Unit Cost | Cost |
| Courier (1 deliveries/submittal x 1 submittals) | 1 | \$25.00 | \$25 |

TOTAL COMMUNICATION = \$25

Firm Name: AECOM
 Bus Shelter Final Design Project
 Northeast Corner of El Lago Blvd and La Montana Dr.

New Contract: No
 Contract Mod: Yes

DERIVATION OF DIRECT EXPENSES

| Travel | | | | | | | |
|------------------------------------|-----------------------|----------------|-------------------|-----------|------------------|----------------------|-------------|
| Purpose | Number of Round Trips | Rental Car | | | Personal Car | | |
| | | Number of Days | Car Rental \$/day | Fuel Cost | Total Car Rental | Miles per Round Trip | Total Miles |
| Meetings at Fountain Hills | 3 | | | \$ - | \$ - | 45 | 135 |
| Council Meetings at Fountain Hills | 2 | | | \$ - | \$ - | 45 | 90 |
| | | | | \$ - | \$ - | | 0 |
| | | | | | | | 0 |
| Total Miles | | | | | | | 225 |
| Cost / Mile | | | | | | | \$0.575 |
| Total for Mileage | | | | | | | \$ 129.38 |
| Total for Car Rental | | | | | | | \$0 |

Subtotal for Car Rental and Personal Car \$129.38

| Lodging and Subsistence | | | | |
|-------------------------|------------------|----------------|--------------|-------|
| Purpose | Number of people | Number of Days | Rate per Day | Total |
| N/A | | | | |
| | | | | |
| | | | | |

Subtotal for Lodging and Subsistence \$0

TOTAL TRAVEL = \$129.38

| EQUIPMENT, MATERIALS AND MISCELLANEOUS | | | |
|--|----------|-----------|--------|
| Item | Quantity | Unit Cost | Cost |
| N/A | | | \$0.00 |
| | | | \$0.00 |
| | | | \$0.00 |
| | | | |
| | | | |

TOTAL EQUIPMENT, MATERIALS AND MISCELLANEOUS = \$0

TOTAL DIRECT EXPENSES = \$270.12



4/13/17

Mr. Miguel Aceves, PE
AECOM
7720 North 16th Street Suite 100
Phoenix, AZ 85020

RE: Proposal for Bus Shelter Concept and Design, NEC of El Lago Blvd. and La Montana Drive, Fountain Hills, Arizona

Dear Miguel,

Per our recent conversation you expressed the desire of your client to develop a bus shelter for their new project located at El Lago Blvd and La Montana Drive in Fountain Hills, Arizona. You also requested that Sherman Design Studios develop a bus shelter design and documents for the shelter.

We expect that the budget cost to fabricate and install this type of custom shelter to be in the range of 16 to 22 thousand dependent on the final size detailing, materials, accessories and design that will ultimately be developed.

We propose to provide the design and documents related to the design based on the following scope of service to be for a lump sum cost of \$10, 800.00. This fee does not include structural design that will be required for the project.

Attached is a scope of services that we recommend as the approach to providing these services. It certainly will be a pleasure to work with you and your client on the project and look forward to the opportunity.

Sincerely,

Sherman Design Studios

Jeffrey Sherman, RLA, Principal

ARTICLE 1 SCOPE OF SERVICES

1.1 DESCRIPTION OF SCOPE

Landscape Architect's basic services are: for the preparation design concepts and final design and documents for a bus shelter in Fountain Hills, Arizona – project titles: Bus Shelter Concept, NEC of El Lago Blvd. and La Montana Drive, Fountain Hills, Arizona

1.2 Phase 1: Schematic Design Phase

1.2.1. Meet with Client to discuss and memorialize the Project's requirements.

1.2.2. Review site development documents for orientation of the shelter, access, sun angles and ADA requirements

1.2.3. Visit the site for inventory gathering and verification of existing conditions and locations of various elements indicated on the site layout.

1.2.4. Prepare Conceptual Design alternatives that illustrate the scale and relationship of the shelter and components with the community and the site.

5. Present to client and gather comment from the client to select the preferred alternative.

1.3 Phase II. Design Development Phase

1.3.1. Based on the selected preferred concept for the shelter refine the approved shelter design drawings to further describe the shelter size and character.

1.3.2. Meet with Client and review Design Development Documents for final design issues and elements to be included on the drawings.

1.4 Phase III: Construction Documents Phase (Final Design/Construction Documents)

1.4.1. Prepare final construction documents for the shelter that includes plans elevations and details. This will include various details and descriptions for the proper fabrication of the shelter with the requirement

that the final selected fabricator will provide final shop drawings for the fabrication of the shelter and its accessories.

1.4 .2. Submit documents at the 90 % completion and revise documents to meet all requirements of the town of Fountain Hills for approval of the documents for development.

1.4 .3. Incorporate comments from the 90% submittal and prepare final document that will be used for pricing and construction of the final shelter design.

1.4 Additional Services beyond Basic Services such as Structural Engineering and Construction Administration/Review is not included in this scope service and may be provided if confirmed in writing for an additional negotiated fee.

ARTICLE 2 CLIENT'S RESPONSIBILITIES

2.1 Client agrees to provide with all information, surveys, reports, and professional recommendations and any other related items requested by Landscape Architect in order to provide its professional services. Landscape Architect may rely on the accuracy and completeness of these items.

2.2 Client shall furnish the services of the following consultants: all other required Consulting Engineers.

2.3 Client will obtain and pay for all necessary permits from authorities with jurisdiction over the Project.

ARTICLE 4 COMPENSATION AND PAYMENTS

4.1 Client agrees to pay Landscape Architect as follows:

Phase 1: Schematic Design Phase and Phase 2: Design Development Phase Lump sum amount for the amount of \$6,400.00, (Six Thousand Four Hundred Dollars)

Phase 3: Construction Documents Phase (Final Design/Construction Documents) Lump Sum amount for the amount of 4,400.00 (Four Thousand Four Hundred Dollars)

Total Fee: Lump Sum \$10,800 (Five Thousand Nine Hundred and Sixty Dollars)

4.2 Reimbursable Expenses are subject to a multiple of 1.1 and include, but are not limited to: reproduction, postage, and handling of documents; long distance and facsimile charges; authorized travel; and Client requested renderings and models.

4.3 Landscape Architect shall bill Client for Basic and Additional Services and Reimbursable Expenses once a month. All payments are due Landscape Architect upon receipt of invoice.

ARTICLE 5 TERMINATION

5.1 Either Client or Landscape Architect may terminate this Agreement upon seven days written notice.

5.2 If terminated, Client agrees to pay Landscape Architect for all Basic and Additional Services rendered and Reimbursable Expenses incurred up to the date of termination.

5.3 Upon not less than seven (7) days written notice, Landscape Architect may suspend the performance of its services if Client fails to pay Landscape Architect in full for services rendered or expenses incurred. Landscape Architect shall have no liability because of such suspension of services or termination due to Client's nonpayment.

ARTICLE 6 USE AND OWNERSHIP OF LANDSCAPE ARCHITECT'S DOCUMENTS

6.1 Upon the parties signing this Agreement, Landscape Architect grants Client a nonexclusive license to use Landscape Architect's documents as described in this Agreement, provided Client performs in accordance with the terms of this Agreement. No other license is implied or granted under this Agreement. All instruments of professional service prepared by Landscape Architect, including but not limited to, drawings and specifications, are the property of Landscape Architect. These documents shall not be reused on other projects without Landscape Architect's written permission. Landscape Architect retains all rights, including copyrights, in its documents. Client or others cannot use Landscape Architect's documents to complete this Project with others unless Landscape Architect is found to have materially breached this Agreement.

ARTICLE 7 MISCELLANEOUS PROVISIONS.

7.1 This Agreement is governed by the law of the State of Arizona.

7.2 This Agreement is the entire and integrated agreement between Client and Landscape Architect and supersedes all prior negotiations, statements or agreements, either written or oral. The parties may amend this Agreement only by a written instrument signed by both Client and Landscape Architect.

7.3 In the event that any term or provision of this Agreement is found to be unenforceable or invalid for any reason, the remainder of this Agreement shall continue in full force and effect, and the parties agree that any unenforceable or invalid term or provision shall be amended to the minimum extent required to make such term or provision enforceable and valid.

7.4 Neither Client nor Landscape Architect shall assign this Agreement without the written consent of the other.

7.5 Irrespective of any other term in this Agreement, Landscape Architect shall not control or be responsible for construction means, methods, techniques, schedules, sequences or procedures; or for construction safety or any other related programs; or for another parties' errors or omissions or for another parties' failure to complete their work or services in accordance with Landscape Architect's documents.

7.6 Should any legal proceeding, subsequent to mediation, be commenced between the parties to this Agreement seeking to enforce any of its provisions, including, but not limited to, fee provisions, the prevailing party in such proceeding shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for attorneys' and expert witnesses' fees, which shall be determined by the court or forum in such a proceeding or in a separate action brought for that purpose. For purposes of this provision, "prevailing party" shall include a party that dismisses an action for recovery hereunder in exchange for payment of the sum allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action or proceeding.

7.7 Client and Landscape Architect waive consequential damages for any claims, disputes or other matters in question arising out of or relating to this Agreement. Landscape Architect's waiver of consequential damages, however, is contingent upon the Client requiring contractor

and its subcontractors to waive all consequential damages against Landscape Architect for claims, disputes or other matters in question arising out of or relating to the Project.

7.8 To the extent damages are covered by property insurance during construction, Client and Landscape Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for such damages. Client or Landscape Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties described in this paragraph.

7.9 Nothing in this Agreement shall create a contractual relationship for the benefit of any third party.

LANDSCAPE ARCHITECT

Jeffrey W. Sherman, DBA
Sherman Design Studios

Dated _____

CLIENT

AECOM

Print Name and Title
Dated _____

Geomatics Consulting Group

1745 W. Deer Valley Rd. – Suite 118 - Phoenix, AZ 85027

06/15/17

Geoff Stone, PE

Senior Civil Engineer, Municipal Engineering

AECOM

7720 N 16th Street, Suite 100, Phoenix, AZ 85020

Fountain Hills Bus Shelter – Add-On Mapping Proposal

Project scope:

- Previously derived survey control on site will be used.
- The mapping limits are shown on the supplied 11x17 pdf file Fountain Hills Bus Bay (dated 06-15-17) drafted onto Google Earth imagery.
 - All utilities within the original and add-on mapping limits will be measured, without inverts/subterranean elevations.
 - Utility lines will be drafted into the mapping cad file using the information supplied by AECOM.
 - Signage and striping are not included.
 - Mapping data will be collected for planimetric purposes only, no DTM will be generated.
 - All trees will be located but shrubs will not.
- The roadway centerline monuments fronting the project site will be measured when found. The front parcel corner monuments will be searched for and measured if found. This scope does not include a boundary survey or records research efforts and no corner monuments will be set.

Our fee for these services is **\$1,551**

Thank you for this opportunity to be of service.

Ron Barbala, PLS-CFedS

Principal-in-Charge

Geomatics Consulting Group

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rbarbala@geomaticsconsultinggroup.com



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