

PROFESSIONAL SERVICES AGREEMENT

PROJECT 202155

BETHANY HOME ROAD WATERLINE REPLACEMENT 43RD AVENUE TO 51ST AVENUE
CORRIDOR ASSESSMENT

This Professional Services Agreement ("Agreement") is entered into and effective between CITY OF GLENDALE, an Arizona municipal corporation ("City") and Stantec Consulting Services, Inc., a New York corporation, authorized to do business in the State of Arizona, ("Consultant") as of the ____ day of _____, 2023 ("Effective Date").

RECITALS

- A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, Scope of Work (the "SOW");
- B. City desires to retain the professional services of Consultant to develop, create, make, generate, supply, deliver, provide and/or perform the specific benefits, services, tasks, activities, expertise, etc. as set forth in the Scope of Work; and
- C. City and Consultant desire to memorialize their agreement with this document.

AGREEMENT

The parties hereby agree as follows:

1. Key Personnel; Other Consultants and Subcontractors.

- 1.1 Professional Services. Consultant will provide all Services necessary to assure all portions, tasks, activities and specifications of the SOW (the "Services") are completed timely and efficiently consistent with the SOW's requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other consultants or contractors, retained by City.
- 1.2 Project Team.
 - a. Project Manager.
 - (1) Consultant will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's opinion, complete the project and handle all aspects of the SOW such that the work produced by Consultant is consistent with applicable standards as detailed in this Agreement; and
 - (2) The City must approve the designated Project Manager.
 - b. Project Team.
 - (1) The Project Manager and all other employees assigned to the perform the SOW by Consultant will comprise the "Project Team."
 - (2) Project Manager will have responsibility for and will supervise all other employees assigned to the perform the SOW by Consultant.
 - c. Discharge, Reassign, Replacement.
 - (1) Consultant acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in **Exhibit A**.
 - (2) Consultant will not discharge, reassign, replace or diminish the responsibilities of any of the employees assigned to perform the SOW who have been approved by City without City's prior written consent unless that person leaves the employment

of Consultant, in which event the substitute must first be approved in writing by City.

- (3) Consultant will change any of the members of the Project Team at the City's request if an employee's performance does not equal or exceed the level of competence that the City may reasonably expect of a person performing those duties, or if the acts or omissions of that person are detrimental to the completion of the SOW.

d. Subcontractors.

- (1) Consultant may engage specific technical contractors (each a "Subcontractor") to furnish certain Service.
- (2) Consultant will remain fully responsible for Subcontractor's Services.
- (3) Subcontractors must be approved by the City.
- (4) Consultant will certify by letter that all contracts with Subcontractors have been executed incorporating requirements and standards as set forth in this Agreement.

2. **Schedule.** The Services will be undertaken in a manner that ensures the SOW is completed on time and in a cost- efficient manner. The Services, including any interim milestones, shall be completed in accordance with the schedule contained in **Exhibit A**.

3. **Consultant's Work.**

3.1 Standard. Consultant must perform Services in accordance with the standards of due diligence, care, and quality prevailing among consultants having substantial experience with the successful furnishing of Services for projects that are equivalent in size, scope, quality, and other criteria under the SOW and identified in this Agreement.

3.2 Licensing. Consultant warrants that:

- a. Consultant and its Subconsultants or Subcontractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of Services ("Approvals"); and
- b. Neither Consultant nor any Subconsultant or Subcontractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").
 - (1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments, or to examine Consultant's contracting ability.
 - (2) Consultant must notify City immediately if any Approvals or Debarment changes during the Agreement's duration. The failure of the Consultant to notify City as required will constitute a material default under the Agreement.

3.3 Compliance.

- a. Services will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by City.
- b. Consultant must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Consultant will require any Sub-contractor to be bound to the same requirements as stated within this section. Consultant, and on behalf of any subcontractors, warrants compliance with this section.

3.4 Coordination; Interaction.

- a. For projects that the City believes requires the coordination of various professional services, Consultant will work in close consultation with City to proactively interact with any other professionals retained by City ("Coordinating Professionals").
- b. Consultant will meet to review the Services to be provided in the SOW, Schedule and in-progress work with Coordinating Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and SOW completion.
- c. For projects not involving Coordinating Professionals, Consultant will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the SOW.

3.5 Work Product.

- a. Ownership. Upon receipt of payment for Services furnished, Consultant grants to City, and will cause its Subconsultants or Subcontractors to grant to the City, the exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.*, and other intellectual work product as may be applicable ("Work Product").
 - (1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.
 - (2) Consultant warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.
- b. Delivery. Consultant will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.
- c. City Use.
 - (1) City may reuse the Work Product at its sole discretion.
 - (2) In the event the Work Product is used for another project without further consultations with Consultant, the City agrees to indemnify and hold Consultant harmless from any claim arising out of the Work Product.
 - (3) In such case, City will also remove any seal and title block from the Work Product.

4. **Compensation.**

- 4.1 Compensation. Consultant's compensation for the Services, including those furnished by its Subconsultants or Subcontractors will not exceed \$45,931.00 as specifically detailed in **Exhibit B** ("Compensation").
- 4.2 Change in Scope of Work. The Compensation may be equitably adjusted if the original SOW is significantly modified, but only as provided below.
 - a. Adjustments to the SOW, including adding any additional Services or any change in the amount of Compensation available hereunder, require a written amendment to this Agreement and may require City Council approval.
 - b. Additional services which are outside the scope of the original SOW contained in this Agreement may not be performed by the Consultant without prior written authorization from the City.
 - c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.

- 4.3 Expenses. City will reimburse Consultant for certain out-of-pocket expenses necessarily incurred by Consultant in connection with this Agreement, without mark-up (the "Reimbursable Expenses"), including, but not limited to, document reproduction, materials for book preparation, postage, courier and overnight delivery costs incurred with Federal Express or similar carriers, travel and car mileage, subject to the following:
- a. Mileage, airfare, lodging and other travel expenses will be reimbursable only to the extent these would, if incurred, be reimbursed to City of Glendale personnel under its policies and procedures for business travel expense reimbursement made available to Consultant for review prior to the Agreement's execution, and which policies and procedures will be furnished to Consultant;
 - b. The Reimbursable Expenses in this section are approved in advance by City in writing; and
 - c. The total of all Reimbursable Expenses paid to Consultant in connection with this Agreement will not exceed the "not to exceed" amount identified in Section 4.1 above.

5. **Billings and Payment.**

5.1 Applications.

- a. Consultant will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.
- b. The period covered by each Payment Application will be one calendar month ending on the last day of the month.

5.2 Payment.

- a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.
- b. Payment may be subject to or conditioned upon City's receipt of:
 - (1) Completed work generated by Consultant and its Subconsultants and Subcontractors; and
 - (2) Unconditional waivers and releases on final payment from all Subconsultants and Subcontractors as City may reasonably request to assure the City will be free of claims arising from required performances under this Agreement.

5.3 Review and Withholding. City's Project Manager will timely review and certify Payment Applications.

- a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.
- b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

6. **Termination.**

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 15 days following the date of delivery.

- a. Consultant will be equitably compensated for Services furnished prior to receipt of the termination notice and for reasonable costs incurred.
- b. Consultant will also be similarly compensated for any approved effort expended, and approved costs incurred, that are directly associated with Project closeout and delivery of the required items to the City.

6.2 For Cause. City may terminate this Agreement for cause if Consultant fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

- a. Consultant will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Consultant for Services furnished, City will pay the amount due to Consultant, less City's damages, in accordance with the provision of Sec. 5.
 - b. If City's direct damages exceed amounts otherwise due to Consultant, Consultant must pay the difference to City immediately upon demand; however, Consultant will not be subject to consequential damages more than \$1,000,000 or the amount of this Agreement, whichever is greater.
7. **Conflict.** Consultant acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.
8. **Insurance.** For the duration of the term of this Agreement, Consultant shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such insurance shall cover Consultant, its agent(s), representative(s), employee(s) and any subcontractors.
 - 8.1 Minimum Scope and Limit of Insurance. Coverage must be at least as broad as:
 - a. Commercial General Liability (CGL). Insurance Services Office Form CG 00 01, including products and completed operations, with limits of no less than **\$1,000,000** per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
 - b. Automobile Liability. Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
 - c. Professional Liability. Consultant must maintain a Professional Liability insurance covering errors and omissions arising out of the work or services performed by Consultant, or anyone employed by Consultant, or anyone for whose acts, mistakes, errors and omissions Consultant is legally liability, with a liability insurance limit of \$1,000,000 for each claim and a \$2,000,000 annual aggregate limit.
 - d. Worker's Compensation. Insurance as required by the State of Arizona, with Statutory Limits, and Employers' Liability insurance with a limit of no less than **\$1,000,000** per accident for bodily injury or disease.
 - 8.2 Indemnification.
 - a. To the fullest extent permitted by law, Consultant must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties") for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense" collectively "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Consultant) and that arises out of or results from the breach of this Agreement by the Consultant or the Consultant's negligent actions, errors or omissions (including any Subconsultant or Subcontractor or other person or firm employed by Consultant), whether sustained before or after completion of the SOW and/or Services.
 - b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Consultant will be liable only to the extent the Demand or Expense results

from the negligence or breach of a responsibility of Consultant or of any person or entity for whom Consultant is responsible.

- c. Consultant is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

8.3 Other Insurance Provisions. The insurance policies required by the Section above must contain, or be endorsed to contain the following insurance provisions:

- a. **The City, its officers, officials, employees and volunteers are to be covered as additional insureds** of the CGL and automobile policies for any liability arising from or in connection with the performance of all tasks or work necessary to complete the Services as herein defined. Such liability may arise, but is not limited to, liability for materials, parts or equipment furnished in connection with any tasks, or work performed by Consultant or on its behalf and for liability arising from automobiles owned, leased, hired or borrowed on behalf of the Consultant. General liability coverage can be provided in the form of an endorsement to the Consultant's existing insurance policies, provided such endorsement is at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37, if later revisions are used.
- b. For any claims related to the SOW and/or Services, the **Consultant's insurance coverage shall be primary insurance** with respect to the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.
- c. Each insurance policy required by this Section shall provide that coverage shall not be canceled, except after providing notice to the City.

8.4 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless the Consultant has obtained prior approval from the City stating that a non-conforming insurer is acceptable to the City.

8.5 Waiver of Subrogation. **Consultant hereby agrees to waive its rights of subrogation which any insurer may acquire** from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agent(s) and subcontractor(s).

8.6 Verification of Coverage. Within 15 days of the Effective Date of this Agreement, Consultant shall furnish the City with original certificates and amendatory endorsements, or copies of any applicable insurance language making the coverage required by this Agreement effective. All certificates and endorsements must be received and approved by the City before work commences. Failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements prior to the City's agreement that work may commence shall not waive the Consultant's obligations to obtain and verify insurance coverage as otherwise provided in this Section. The City reserves the right to require complete, certified copies of all required insurance policies, including any endorsements or amendments, required by this Agreement at any time during the Term stated herein.

Consultant's failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements shall not be considered a Force Majeure or defense for any failure by the Consultant to comply with the terms and conditions of the Agreement, including any schedule for performance or completion of the Project.

8.7 Subcontractors. Consultant shall require and shall verify that all subcontractors maintain insurance meeting all requirements of this Agreement.

- 8.8 Special Risk or Circumstances. The City reserves the right to modify these insurance requirements, including any limits of coverage, based on the nature of the risk, prior experience, insurer, coverage or other circumstances unique to the Consultant, the Project or the insurer.
9. **E-verify, Records and Audits.** To the extent applicable under A.R.S. § 41-4401, the Consultant warrants their compliance and that of its subconsultants with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Consultant or subconsultant's breach of this warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City under the terms of this Agreement. The City retains the legal right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned warranty. The Consultant and subconsultant warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The parties shall cooperate with the City's random inspections, including granting the inspecting party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.
10. **No Boycott of Israel.** To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.
11. **Uyghur Forced Labor Prevention Act (UFLPA).** Consultant certifies that it does not currently, and during the term of this Agreement, will not use:
- a. the forced labor of ethnic Uyghurs in the People's Republic of China;
 - b. any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and
 - c. any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
12. **Attestation of PCI Compliance.** When applicable, the Consultant will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Consultant with oversight responsibility.
13. **Notices.**
- 13.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:
- a. The Notice is in writing; and
 - b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested).
 - c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:
 - (1) Received on a business day before 5:00 p.m. at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service; or
 - (2) As of the next business day after receipt, if received after 5:00 p.m.
 - d. The burden of proof of the place and time of delivery is upon the Party giving the Notice.
 - e. Digitalized signatures and copies of signatures will have the same effect as original signatures.
- 13.2 Representatives.
- a. Consultant. Consultant's representative (the "Consultant's Representative") authorized to act on Consultant's behalf with respect to the SOW and/or Services, and his or her address for Notice delivery is:

Gordon Thelin, PE
Stantec Consulting Services, Inc.
3133 West Frye Road, Suite 300
Chandler, Arizona 85226

- b. City. City's representative ("City's Representative") authorized to act on City's behalf, and his or her address for Notice delivery is:

City of Glendale
c/o David D. Beard, OE
Engineering Department
5850 West Glendale Avenue
Glendale, Arizona 85301

With required copy to:

City Manager
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

City Attorney
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

- c. Concurrent Notices.
- (1) All notices to City's representative must be given concurrently to City Manager and City Attorney.
 - (2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by the City Manager and the City Attorney.
 - (3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Consultant identifying the designee(s) and their respective addresses for notices.
- d. Changes. Consultant or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

14. **Financing Assignment.** City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the SOW or Services.

15. **Entire Agreement; Survival; Counterparts; Signatures.**

15.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and Consultant and supersedes all prior conversations and negotiations between the parties regarding the SOW or this Agreement.

- a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
- b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.
- c. Inconsistencies between the solicitation, any addenda attached to the solicitation, the response or any excerpts attached as **Exhibit A**, and this Agreement, will be resolved by the terms and conditions stated in this Agreement.

15.2 Interpretation.

- a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.

- b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.
 - c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.
- 15.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the SOW, or the earlier termination of this Agreement.
- 15.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Electronic signature blocks do not constitute execution for purposes of this Agreement. Any amendment may be subject to City Council approval.
- 15.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.
- 15.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform with applicable law.
- 15.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

16. Term.

- 16.1 Extensions. The term of this Agreement commences upon the effective date and continues for a one (1) year initial period. The City may, at its option and with the approval of the Consultant, extend the term of this Agreement an additional one (1) years, on an annual basis. Consultant will be notified in writing by the City of its intent to extend the Agreement period at least thirty (30) calendar days prior to the expiration of the original or any extension period. Price adjustments will only be reviewed during the Agreement extension period and will be a determining factor for any extension. There are no automatic extensions or renewals of this Agreement.
- 16.2 Extension for Procurement Process. Upon the expiration of the Term of this Agreement, including the initial term and any extensions, at the City’s sole discretion, this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City to complete its procurement process to select a vendor to provide the services/materials similar to those provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days prior to the expiration of the Term. Any extension provided under this subsection will continue under the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

17. Dispute Resolution. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered according to the American Arbitration Association’s Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

18. Cooperative Use of Contract. This agreement may be extended for use by other governmental agencies and political subdivisions of the State. Any such usage by other entities must be in accord with the ordinances, charter, rules and regulations of the respective entity and the approval of the Contractor and City. For a list of SAVE members, click on the following link:
<http://www.mesaaz.gov/business/purchasing/save>

19. Exhibits. The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A Scope of Work

Exhibit B Compensation

The parties enter into this Agreement effective as of the date shown above.

City of Glendale,
an Arizona municipal corporation

By: Kevin R. Phelps
Its: City Manager

ATTEST:

Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

Stantec Consulting Services, Inc.,
a New York Corporation



By: Gordon Thelin
Its: Regional Practice Leader

EXHIBIT A
Professional Services Agreement

SCOPE OF WORK

See attached.

Reference: BETHANY HOME ROAD WATERLINE REPLACEMENT CORRIDOR ENGINEERING ASSESSMENT SERVICES

100 Series Tasks: General Project Administration:

TASK 101: MEETINGS

Consultant will conduct bi-weekly project meetings to discuss the progress, direction, and technical aspects of the project. Task documentation will consist of preparing and distributing meeting agendas and minutes. Meeting minutes will summarize key discussions, comments, decisions, and any action items required. The corridor assessment as described below in the 200 Series tasks will require 3 months to complete with 1 month for roll plot and memo comment resolution for a total of 4 months. The project will be submitted as a roll plot and memo with one (1) comment resolution meeting with key City Engineering and Water Services staff.

Meetings included in this scope of work include the following:

Reference Task	Meeting	No. of Meetings
101	Project Kickoff	1
101	Site Visit	1
101	Bi-Weekly Progress Meetings, Roll Plot & Memo Final Comment Resolution	9
	Total	11

Assumptions

- Consultant will attend meetings and provide agendas, meeting minutes within 5 days of meeting, and design data as required during the Design phase.
- City will send out invitations for the meetings unless otherwise assigned to Stantec.
- Two progress meetings per month, of a duration of one (1) hour, will be held via Microsoft Teams or at City of Glendale facilities (8 maximum).

Deliverables

- Meeting Agendas
- Meeting Minutes
- Graphics, figures, roll plot & memo, notes, and details necessary for meeting discussion

TASK 102: PROJECT COORDINATION

Consultant will coordinate with team and, if necessary, project stakeholders and will assist in the overall coordination of the project with City staff, including Water Services, Engineering, and other City

Reference: **BETHANY HOME ROAD WATERLINE REPLACEMENT CORRIDOR ENGINEERING ASSESSMENT SERVICES**

departments, and affected utilities as described in detail in later sections. Coordination correspondence will be tracked via letter, emails, and meeting minutes.

Assumptions

- Team will need to communicate with Arizona Department of Transportation (ADOT), Salt River project (SRP) Irrigation, and Burlington Northern Santa Fe (BNSF) Railroad to assess permitting requirements and coordinate other information related to corridor assessment.
- Team will identify other utility lines and potential conflicts in proximity of replacement corridor.
- Team will determine other required permits related to the corridor assessment.

Deliverables

- None

TASK 103: QA/QC

The roll plot and memo shall be reviewed by senior engineering staff for quality assurance and quality control before the submittal. Both will be reviewed by Civil Engineering staff and Trenchless Technology staff.

200 Series Tasks: Engineering Assessment

This engineering assessment of the Grand Ave/Bethany Home corridor will be conducted in tandem with the design services being provided to the City by Stantec's Transportation Sector for stormwater mitigation.

TASK 201: UTILITY COORDINATION

Consultant will coordinate with private, public, and City utilities regarding utility issues and incorporate pertinent information in the assessment, roll plot and memo.

The corridor in which the project is located is through an established arterial intersection and utility coordination is anticipated to be required. However, the coordination will be for assessment purposes only, no relocations will be required for this project.

Initial coordination with utilities was completed regarding stormwater mitigation under an earlier project. Our team will now need to update the previously collected data with newly collected data:

1. Consultant will contact Bluestake to request coordination with utilities in the area and a request for data will be submitted to the utilities.
2. Quarter section maps have already been provided by the City however additional data from Water Services is anticipated to be required from the City.

Reference: BETHANY HOME ROAD WATERLINE REPLACEMENT CORRIDOR ENGINEERING ASSESSMENT SERVICES

3. Consultant will not perform potholing, but will identify which utilities require potholing, if necessary for future design purposes.
4. Consultant will visit the project site to observe existing utility facilities and verify visual accuracy of mapping data collected.
5. Pothole results shall be based on Project Survey Control established by the existing Transportation project of which Stantec is involved and will be sealed by a Registered Land Surveyor.
6. For each request to the utility companies, Consultant will provide the City's Project Manager with a utility contact log.

Assumptions

- City ¼-section maps and as-builts provided in the feasibility phase can be relied on.
- Utility relocations are not anticipated to be required.
- Consultant is entitled to reasonably rely upon the information and data provided by the City and utilities without independent verification except to the extent such verification is expressly included herein.

Deliverables

- None

TASK 202: ROLL PLOT AND ENGINEERING ASSESSMENT DEVELOPMENT

Consultant will create a comprehensive roll plot from the information gathered during the field survey, alternative concept development and utility coordination tasks. Utilities will be shown based on surveyed surface features as well as mapping information provided by each utility. The roll plot will be created in AutoCAD Civil 3D format.

Assumptions

- Stantec will provide an engineering assessment of the corridor where the proposed waterline is to cross the intersection of Grand Avenue and Bethany Home Road and the BNSF Railroad right-of-way west of the intersection.
- The engineering assessment and its results shall be presented in roll plot and memo format including the following information:
 - Assessment of Existing Conditions
 - Assessment of Modifications to Potable Water Distribution System, for up to three (3) alternatives
 - Preliminary sketches showing major components of replacement options in plan and profile, for up to three (3) alternatives

Reference: BETHANY HOME ROAD WATERLINE REPLACEMENT CORRIDOR ENGINEERING ASSESSMENT SERVICES

- Supplemental Pothole Plan
 - Assessment of Construction Methods
 - Opinion of Probable Cost Comparison
 - Conclusions and Recommendations
- The roll plot will be used for informational purposes for communicating engineering assessment results and will not be intended to be used for construction.
 - Stantec will make use of existing base mapping obtained from the Bethany Home Storm Drain Project – Phase I
 - Design services and construction drawings for the waterline replacement will not be required nor included at this time.
 - Notwithstanding the foregoing, the parties acknowledge the ongoing unpredictable supply chain pressures as an economic condition and agree that the Contract Price does not include any schedule or cost impact that may occur as a result thereof. To the extent that there are cost or schedule impacts resulting from the supply chain pressures, Consultant shall be entitled to an equitable change order.

Deliverables

- Final Engineering Assessment Roll Plot (PDF Format)
- Supplemental Pothole Plan (PDF Format)

TASK 203: ENGINEERING ASSESSMENT MEMO

Consultant will prepare an Engineering Assessment Memo to accompany the roll plot to document technical and engineering decisions made during the engineering assessment process, which will be used as the basis for development for detailed design documents in a later project.

The City would like to explore trenchless alternative for crossing the Bethany Home Rd and Grand Ave intersection in addition to jack and bore which is the most common method in this application. The consultant will assess alternative trenchless options (i.e., directional drilling, swage lining, slip lining, swage lining) and provide the City a recommendation for design. Jack and bore will be assessed as a cost point comparison for the recommendations only.

The Engineering Assessment Memo will present a text and table summary of assessments, selection justifications, costs, and recommendations. Up to three (3) trenchless alternatives will be assessed and presented.

The memo organization is expected to follow:

1.0 INTRODUCTION / PROJECT BACKGROUND

1.1 Introduction

Reference: **BETHANY HOME ROAD WATERLINE REPLACEMENT CORRIDOR ENGINEERING ASSESSMENT SERVICES**

- 1.2 Scope
- 2.0 RECOMMENDATIONS
 - 2.1 Alternative 1 Assessment and Justification
 - 2.2 Alternative 2 Assessment and Justification
 - 2.3 Alternative 3 Assessment and Justification
- 3.0 LVL 5 OPINION OF PROBABLE COST COMPARISON
- 4.0 CONCLUSIONS/RECOMMENDATIONS

Deliverables

- Final Engineering Assessment Memo (PDF Format)

Task Series 300: Reimbursable Expenses and Subcontractors

City shall reimburse Consultant for expenses and direct costs identified in this Scope of Work. Reimbursable expenses and direct costs will be paid by Consultant and reimbursed at-cost by the City. The following tasks are anticipated to require reimbursable expenses:

TASK 301: PRINTING, PLOTTING AND GRAPHICS REPRODUCTION

City shall reimburse Consultant for direct costs associated with printing, plotting and graphics reproduction. Printing, plotting and graphics costs shall include production of submittals and internal printing costs.

TASK 302: TRAVEL

City shall reimburse Consultant for direct costs associated with travel, including mileage, parking and meals, should a meeting time require the staff to be away from the office through lunch.

Task Series 400: Owner Contingency

City shall reimburse Consultant for additional approved work from their contingency fund.

TASK 401: OWNER CONTINGENCY

The use of Owner Contingency shall only be used for additional scope and cannot be used without prior approval of the City.

EXHIBIT B
Professional Services Agreement

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

Time and Material not to exceed.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Consultant for Services as defined herein during the entire term of the Project must not exceed \$45,931.00.

DETAILED PROJECT COMPENSATION

See attached scope and fee.



FEE ESTIMATE - Glendale Bethany Home Road Waterline Assessment

	Project Manager	Conveyance Lead - QA/QC	Civil/Conveyance PTL	EIT	Trenchless PTL	CAD Designer	Printing/Travel	Contingency
Name	Hamblin, Elizabeth	Theilin, Gordon	Crouthamel, Todd	Evans, Garrett	Ruiz, Albert	Settles, Virgil		
Project Billing Rate (T&M)	\$200.00	\$267.00	\$187.00	\$145.00	\$250.00	\$127.00	\$1.00	\$1.00
Total Units (T&M)	17	8	55	90	37	30	1,000	3,000
Fee (T&M)	\$3,400.00	\$2,136.00	\$10,285.00	\$13,050.00	\$9,250.00	\$3,810.00	\$1,000.00	\$3,000.00

Task Code	Task Name	Start Date	End Date	Units							
100	Project Admin	2023-01-16	2024-04-12								
101	Meetings	2023-12-11	2024-04-12	2	2	12	18	4			
102	Project Coordination	2023-12-11	2024-04-12	15	2	8	12	4			
103	QA/QC	2023-01-16	2024-03-22		4			4			
200	Engineering Assessment	2023-01-16	2024-04-05								
201	Utility Coordination	2023-12-11	2024-03-22			15	25				
202	Roll Plot and Engineering Assessment Development	2023-12-11	2024-04-05			8	15	20	30		
203	Engineering Assessment Memo	2023-01-16	2024-04-05			12	20	5			
300	Expenses	2023-12-11	2024-04-12								
301	Printing, Plotting and Graphics Reproduction	2023-12-11	2024-04-12							500.00	
302	Travel	2023-12-11	2024-04-12							500.00	
400	Owner's Contingency	2023-01-16	2024-04-12								
401	Owner's Contingency	2023-01-16	2024-04-12								3,000.00

Project Summary	Hours	Labour	Expense	Subs	Total
Time & Material	237.00	\$41,931.00	\$4,000.00	\$0.00	\$45,931.00