

PROFESSIONAL SERVICES AGREEMENT
PROJECT 202155
BETHANY HOME ROAD CORRIDOR WATERLINE
REPLACEMENT ENGINEERING SERVICES

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 _____, 2026 ("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 \$243,172.00 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 \$2,000,000 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 **\$2,000,000** 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 **\$2,000,000** 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 **\$2,000,000** for each claim and a **\$4,000,000** 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 **\$2,000,000** 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:

Todd Crouthamel, PE
Stantec Consulting Services Inc.
One South Church Avenue, Suite 2100
Tucson, Arizona 85701-1635

- 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 Soroush Pedram, MS
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 2 (two) year initial period. The City may, at its option and with the approval of the Consultant, extend the term of this Agreement an additional 2 (two) 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: Patrick S. Banger
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: Nashita Naureen
Its: Senior Associate, Business Center Practice
Lead

EXHIBIT A
Professional Services Agreement

SCOPE OF WORK

See attached.

**ATTACHMENT A
CITY OF GLENDALE
BETHANY HOME ROAD WATERLINE REPLACEMENT ENGINEERING SERVICES
SCOPE OF WORK**

ENGINEERING STANDARDS

The following engineering standards will be applicable to this project:

- City of Glendale Engineering Design and Construction Standards, latest edition.
- Maricopa Association of Governments (MAG) Uniform Standard Specifications for Public Works Construction, Revisions through 2025.
- Maricopa Association of Governments Uniform Standard Details for Public Works Construction, Revisions through 2025.
- ADOT Standards Specifications for Road and Bridge Construction, Revisions through 2023.
- AWWA C100 Series Standards for Ductile Iron Pipe.
- Safe Drinking Water Act (SDWA) and Arizona Administrative Code (A.A.C.) Title 18, Chapter 5 and Chapter 9.

ENGINEERING SERVICES

The following information is a general description of the scope of work required for the Bethany Home Road Waterline Replacement Engineering Services project for the City of Glendale (COG). The scope of work includes the following:

100 Series Tasks: General Project Administration:

Task 101: Kickoff Meeting and Site Visit

Upon receipt of the Notice to Proceed from the City of Glendale (COG), the Consultant will schedule a kickoff meeting (one-hour) to include relevant City personnel and up to three (3) members of the Stantec Project Team including: Project Manager (PM), Project Technical Lead (PTL), Design Lead (DL), and Designers. After the kickoff meeting has been completed the Consultant shall schedule a site visit with the same Stantec personnel as the kickoff meeting to walk the entire alignment of the proposed waterline to note important features and discuss proposed design with the COG PM and Water Services representatives.

Meetings included in this task include the following:

Reference Task	Meeting	No. of Meetings
101	Project Kickoff	1
101	Site Visit	1
	Total	2

Assumptions

- Consultant will schedule and attend kickoff meeting at City of Glendale offices with a virtual option via Microsoft Teams or other conferencing software. The Consultant shall provide agendas and submit draft meeting minutes within five (5) days of kickoff meeting.
- Consultant will schedule and conduct a site visit to the project area along Bethany Home Road. There will be no virtual option for this meeting. The Consultant will provide agendas, reference documents, and will submit draft meeting minutes within five (5) days of the site visit.

Deliverables

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

Task 102: Project Management

The Project Manager will monitor the progress of the project against the established schedule to confirm that the project maintains a course that will reach the project milestones and the overall project schedule.

Monthly invoices will be submitted. A progress report will accompany each invoice providing supporting information for the work performed for each task:

Assumptions

- Project Manager will submit invoices via the City of Glendale's procurement framework.

Deliverables

- Monthly Invoices and Progress reports

Task 103: Project Coordination

Consultant will coordinate with team, client, 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 departments, and affected utilities as described in detail in later sections. Coordination correspondence will be tracked via utility contact log spreadsheet, letters, emails, and meeting minutes.

Assumptions

- Consultant will coordinate with the Arizona Department of Transportation (ADOT), Salt River project (SRP) Irrigation, and the Arizona Department of Environmental Quality to assess permitting requirements and coordinate other information related to the design.
- Consultant will identify all existing and proposed utility lines and potential conflicts in proximity to the replacement corridor.
- Consultant will determine other required permits related to the waterline design.
- Utility communications will be tracked via Utility Contact Log and conflicts will be tracked via a Utility Conflict Log.

Deliverables

- Utility Contact Log spreadsheet (updated throughout design).

200 Series Tasks: Phase I, II, & III Engineering Design

The engineering design for the Bethany Home Waterline Replacement Project will use the results of the Bethany Home Road Waterline Replacement Corridor Engineering Assessment, completed by Stantec in August 2024 as the basis of design for this project. That project identified three separate construction projects, Phase I, II, & III, to replace the asbestos concrete water main. This project will include the design of all three phases. COG can then package each phase as needed for construction as the demand arises. The main objectives of this design project are to remove elements of the distribution system from the intersection at Grand Avenue and Bethany Home Road to improve operator safety, loop the water mains removed from the intersection to maintain water quality and system pressures, replace the aging asbestos concrete main, and upgrade fire hydrants, water service lines and meters along the corridor.

The Consultant will design a ductile iron watermain in parallel to the existing asbestos concrete watermain, with all required valves and appurtenances, on Bethany Home Road between 51st Avenue/Grand Avenue and 43rd Avenue with the intention of the new pipeline replacing the existing pipeline for potable water service. Replacement of pipe laterals for fire protection and residential/commercial water services, including replacement, as needed, of fire hydrants and water meters will be designed as well. The existing asbestos concrete pipe will be abandoned in place except for locations where it must be removed to accommodate the replacement infrastructure.

Design drawings will be produced at the 60%, 90% and Issued for Construction design levels in parallel with a Basis of Design Report and Opinion of Probable Construction Cost (OPCC). CAD base files produced from the previous Bethany Home Road Waterline Replacement Corridor Engineering Assessment will be the basis of the design drawings for the Bethany Home Waterline Replacement which can be considered at a 15% to 30% design level. The Consultant will make use of existing base mapping obtained from the Bethany Home Storm Drain Project – Phase I and the Bethany Home Road Waterline Replacement Corridor Engineering Assessment. The consultant will show locations of pavement and infrastructure demolition on the design drawings.

Drawings will be completed in Civil 3D 2023 format and Plan and Profile Sheets will be produced at a 1” = 20’ horizontal scale, and a 1” = 5’ vertical scale. Plan and Profile sheets estimated from approximately 400 linear feet per sheet at 1”= 20’ horizontal scale for 4,200 feet of new pipe. It is anticipated that the following sheets will be included in, but not limited to, the design drawings for the Bethany Home Waterline Replacement project:

DISCIPLINE	SHEET TITLE	NO. OF SHEETS
General	Cover Sheet	1
	Sheet Index and Key Map	1
	Abbreviations & Legend	1
	General Notes	1
Civil	Survey Control Sheet	1
Civil	Demolition Sheets	3
Civil	Plan and Profile Sheets	12
	47 th Ave Intersection Detail	1
	51 st Ave Intersection Detail	1
	Detail Sheets	3

It is anticipated that construction specifications issued by the City of Glendale, ADEQ, and the Maricopa Association of Governments are adequate to construct the project so the specifications will not be a deliverable. The Consultant will provide any special specifications, if needed.

The Consultant will schedule progress meetings during the Engineering Design Period with the City twice a month at the same time and day of the week for ease of scheduling purposes. The meetings will be held virtually via Teams with an option to have in person meetings at the City of Glendale municipal offices. Meetings shall be one (1) hour in duration and include City representatives and up to three (3) Stantec team members.

It is not anticipated that additional hydraulic modeling will be necessary for this effort; however, if modeling is requested by the City, it shall be conducted by the City's subcontracted water distribution modeling team at the City's expense.

Task 201: Data Collection

The Consultant will start with a review of the background data collected for the Bethany Home Road Waterline Replacement Corridor Engineering Assessment and determine where data gaps exist for the proposed waterline design. Once identified, the Consultant will coordinate with private, public, and COG entities and resources to close those knowledge gaps in the project area.

Initial coordination with utilities were completed in the routing study in conjunction with an ongoing stormwater mitigation project being completed by Stantec's Transportation Group. Our team will now need to update the previously collected data and collect additional information:

1. The consultant will contact Bluestake to request coordination with utilities in the areas not previously covered.
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.
3. Consultant will determine where there are gaps in the topographic survey data and will use a subcontractor to collect topographic survey, existing conditions, and existing infrastructure in those project areas.
4. Consultant will identify which utilities require potholing, if necessary, for design purposes and determine if any relocations are necessary.
5. Consultant will visit the project site to observe existing utility facilities and verify visual accuracy of mapping data collected in the previous projects.
6. The Consultant will determine where there are gaps in the geotechnical data and will use a subcontractor to collect borings to determine trenching conditions and pipe bedding and backfill requirements. The budget for geotechnical borings will be a contingency budget.

Assumptions

- City ¼-section maps and as-builts provided in the feasibility phase can be relied on.
- The 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.
- Distribution system hydraulic modeling is not required for this project.
- Potholing locations will be shown in the design plans and results will be available as appendices in a Basis of Design Report.

- Survey data will be collected in Arizona State Plane coordinates, in Intl Survey feet and tied to City of Glendale benchmarks.

Deliverables

- Topographic survey files (CAD/PDF)
- Potholing summary
- Utility Conflict Log

Task 202: Basis of Design Report

The Consultant will develop a Basis of Design Report (BODR) to document technical and engineering decisions as a submittal for permitting requirements only for the Bethany Home Road Waterline Replacement Project. This report will build upon the data from the previously completed route study, which evaluated alignment alternatives and recommended a phased rerouting strategy to avoid the Grand Avenue intersection.

Much of the foundational data for the project was gathered during the route study stage, and those findings will serve as the basis for aligning the proposed waterline. The Consultant will use this information to refine the design and ensure consistency with the permitting agency’s objectives. The report will also refer to hydraulic modeling completed by a separate consultant to support design decisions related to connections to existing domestic and fire services, pipe sizing, material selection, and the configuration of appurtenances.

In addition to technical justifications, the BODR will include a narrative summary of the three construction phases, clearly describing the beginning and termination points of each. It will also present the rationale for design recommendations. This report will serve as a permitting document for the final design, ensuring alignment with MCESD/ADEQ (whichever agency has jurisdiction) standards.

The report organization is expected to follow:

1.0 INTRODUCTION / PROJECT BACKGROUND

- 1.1 Introduction
- 1.2 Scope
- 1.3 Design Standards and Criteria

2.0 DESIGN CONSIDERATIONS

- 2.1 Connections to Existing Domestic and Fire Services
- 2.2 Pipe Sizing
- 2.3 Material Selection
- 2.4 Appurtenance Sizing

3.0 CONCLUSIONS

Assumptions

- The BODR will not offer recommendations for route selection.
- The BODR will be used to apply for relevant state and/or local permitting for potable water distribution systems and construction permitting.
- The Draft BODR will be submitted with the 60% Design Drawing Package.
- The Final BODR will be submitted with the 90% Design Drawing Package and submitted to the relevant permitting agency.

Deliverables

- Draft Basis of Design Report (PDF Format)
- Final Basis of Design Report (PDF Format)

Task 203: 60% Design Drawing Package

Consultant will produce design drawings to 60% design level (approximately 32 sheets), including plan and profile of the waterline construction, for Phase I, Phase II, and Phase III of the Bethany Home Waterline Replacement Project.

Assumptions

- The existing 12-inch asbestos concrete pipe (ACP) watermain for Phase I & II (51st/Grand Ave to 47th Ave) will be replaced by 12-inch ductile iron pipe (DIP) designed to current City of Glendale Design Standards.
- The waterline for Phase III (47th Ave to 43rd Ave) will not replace the 12-inch ACP watermain with DIP. Services will be moved to the existing asbestos concrete (ACP) watermain as directed by COG Water Services. Should modification of the ACP trigger further environmental permitting or regulatory action, the Consultant will submit a request to the City to negotiate compensation for any additional regulatory efforts.
- The 60% Design Drawing Package will be reviewed by City Engineering and Water Services for a duration of three (3) weeks, after which the Consultant will hold a Comment Resolution meeting for the 60% design. This Comment Resolution meeting will be held virtually via Microsoft Teams for a duration of one (1) hour and be held virtually via Microsoft Teams with up to three (3) Stantec design team members.
- The Consultant will schedule progress meetings during the Engineering Design Period with the City twice a month at the same time and day of the week for ease of scheduling purposes. The meetings will be held virtually via Teams with an option to have in person meetings at the City of Glendale municipal offices. Meetings shall be one (1) hour in duration and include City representatives and up to three (3) Stantec team members.

Deliverables

- Agendas, Meeting Notes, and Exhibits, as needed, for the twice-monthly progress meetings submitted to the City no later than three (3) business days after each meeting.
- Draft 60% Design Drawings (PDF Format)
- Agendas, Meeting Notes, and Exhibits, as needed, for the comment resolution meeting

Task 204: 90% Design Drawing Package

Consultant will produce design drawings to 90% design level (approximately 32 sheets), including plan and profile of the waterline construction, for Phase I, Phase II, and Phase III of the Bethany Home Waterline Replacement Project.

Assumptions

- The 90% Design Drawing Package will be reviewed by City Engineering and Water Services for a duration of three (3) weeks, after which the Consultant will hold a Comment Resolution meeting for the 90% design. This Comment Resolution meeting will be held virtually via Microsoft Teams

for a duration of one (1) hour and be held virtually via Microsoft Teams with up to three (3) Stantec design team members.

- The Consultant will schedule progress meetings during the Engineering Design Period with the City twice a month at the same time and day of the week for ease of scheduling purposes. The meetings will be held virtually via Teams with an option to have in person meetings at the City of Glendale municipal offices. Meetings shall be one (1) hour in duration and include City representatives and up to three (3) Stantec team members.

Deliverables

- Agendas, Meeting Notes, and Exhibits, as needed, for the twice-monthly progress meetings submitted to the City no later than three (3) business days after each meeting.
- 60% Comment Resolution Log
- Draft 90% Design Drawings (PDF Format)
- Stantec will submit a “Permitting Set” (PDF Format) design plan set signed and sealed by a Professional Engineer licensed in the State of Arizona to relevant potable water permitting agencies for permit approval.
- Agendas, Meeting Notes, and Exhibits, as needed, for the comment resolution meeting

Task 205: Issued for Construction (IFC) Drawing Package

Consultant will produce design drawings to be Issued for Construction (IFC) (approximately 32 sheets), including plan and profile of the waterline construction, for Phase I, Phase II, and Phase III of the Bethany Home Waterline Replacement Project.

Assumptions

- After any revisions to the drawings are made for permitting, and the required permits have been issued, the Consultant will issue IFC drawings to the City.
- The IFC Drawing Package issued to the City shall be dated, signed, and sealed by a Professional Engineer licensed in the State of Arizona.
- The Consultant will schedule progress meetings during the Engineering Design Period with the City twice a month at the same time and day of the week for ease of scheduling purposes. The meetings will be held virtually via Teams with an option to have in person meetings at the City of Glendale municipal offices. Meetings shall be one (1) hour in duration and include City representatives and up to three (3) Stantec team members.

Deliverables

- 90% Comment Resolution Log
- IFC Design Drawings (PDF Format)
- Agendas, Meeting Notes, and Exhibits, as needed, for the comment resolution meeting
- Final Utility Conflict Log spreadsheet

Task 206: Opinion of Probable Construction Costs

The Consultant will prepare an Opinion of Probable Construction Costs (OPCC) to accompany each submittal.

Assumptions

- The Consultant has no control over the cost of labor, materials, equipment, or over the Contractor's method of determining costs, market conditions, geopolitical uncertainty, or competitive bidding conditions.
- The opinion of cost will be based on the best data available to the Consultant at the time of writing and represent professional judgment as a design professional familiar with the industry. The Consultant cannot guarantee that materials, labor, bids, or construction costs will not vary from this opinion of probable construction costs especially if used more than 6-months from final submittal.

Deliverables

- Draft Class 3 OPCC at 60%
- Draft Class 2 OPCC at 90%
- Final Class 2 OPCC at IFC

Task 207: Permitting Coordination

The Consultant will assist the City of Glendale in obtaining any required permits from the Maricopa County Department of Environmental Services (MCDES) and/or Arizona Department of Environmental Quality (ADEQ) and/or The Salt River Project (SRP), whichever agency has supremacy, as well as the Arizona Department of Transportation (ADOT) to construct, commission, and operate the new distribution system piping.

Assumptions

- The Consultant will produce plans, design reports, and any other documentation required to obtain an MCDES/ADEQ Approval to Construct (ATC) permit.
- The Consultant will produce plans, design reports, and any other documentation required to obtain utility easements and construction permitting from ADOT.
- Any real property work required to obtain utility easements will be performed by the City with the documentation produced by Stantec as noted in these assumptions.
- Construction permitting, such as ROW Use permits and Building Permits shall be obtained by the Contractor and not the Consultant.
- The Consultant will pay permitting fees for the permits and will be entitled to be reimbursed by COG at no markup.

Deliverables

- Permitting package for Approval to Construct permit.

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 expected to require reimbursable expenses:

Task 301: Supplemental Topographic Survey

Supplemental survey to include project areas that were not covered by the Consultant's previous Bethany Home project will be performed by Cooper Aerial. See the attached proposal and scope of work.

Task 302: 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 303: Permitting Fees

City shall reimburse Consultant for direct costs.

Task Series 400: 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.

Task 402: Supplemental Geotechnical Investigation

If it is determined that supplemental geotechnical borings are required to include project areas that were not covered by the Consultant's previous Bethany Home project(s), a contingency budget will be held in reserve for such work. The Consultant will solicit a proposal from a geotechnical subcontractor for the work to be performed and will request to release this contingency budget in writing to be approved by the City. The Consultant will not use this budget unless permitted in writing by the City.

EXHIBIT B
Professional Services Agreement

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

Time and Materials.

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 \$243,172.00.

DETAILED PROJECT COMPENSATION

See Attached.

