



**PROFESSIONAL SERVICES AGREEMENT
Pre-Design Services
CITY OWNED PARKING LOT ASSESSMENT**

Project No. ST2304.101

Council Date: June 29, 2023

Item No.

This Agreement ("Agreement") is made and entered into on the ____ day of _____, 2023 ("Effective Date"), by and between City of Chandler, an Arizona municipal corporation, ("City"), and **Stantec Consulting Services, Inc.**, a New York corporation, ("Consultant") (City and Consultant may individually be referred to as "Party" and collectively referred to as "Parties").

RECITALS

A. City proposes to engage Consultant to provide Pre-Design Services for **CITY OWNED PARKING LOT ASSESSMENT** project as more fully described in **Exhibit "A"**, which is attached to and made a part of this Agreement by this reference.

B. Consultant is ready, willing, and able to provide the services described in **Exhibit "A"** for the compensation and fees set forth and as described in **Exhibit "B"**, which is attached to and made a part of this Agreement by this reference.

C. City desires to enter into an Agreement with Consultant to provide these services under the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual promises contained in this Agreement, City and Consultant agree as follows:

SECTION I--CONSULTANT'S SERVICES

Consultant must perform the services described in **Exhibit "A"** to City's satisfaction within the terms and conditions of this Agreement and within the care and skill that a person who provides similar services in Chandler, Arizona exercises under similar conditions. All work or services furnished by Consultant under this Agreement must be performed in a skilled and workmanlike manner. All fixtures, furnishings, and equipment furnished by Consultant as part of the work or services under this Agreement must be new, or the latest model, and of the most suitable grade and quality for the intended purpose of the work or service.

SECTION II--PERIOD OF SERVICE

Consultant must perform the services described in **Exhibit "A"** for the term of this Agreement. Unless amended in writing by the Parties, the Agreement term expires **187** calendar days after the Notice to Proceed (NTP) Date.

SECTION III--PAYMENT OF COMPENSATION AND FEES

Unless amended in writing by the Parties, Consultant's compensation and fees as more fully described in **Exhibit "B"** for performance of the services approved and accepted by City under this Agreement must not exceed **\$174,220** for the full term of the Agreement. Consultant may not increase any compensation or fees under this Agreement without the City's prior written consent. Consultant must submit monthly requests for payment of services approved and accepted during the previous billing period and must include, as applicable, detailed invoices and receipts, a narrative description of the tasks accomplished during the billing period, a list of any deliverables submitted, and any subconsultant's or supplier's actual requests for payment plus similar narrative and listing of their work. Consultant must submit an Application and Certification for Payment Sheet with the monthly request for payment to: CapitalProjects.Payables@chandleraz.gov. Payment for those services negotiated as a lump sum will be made in accordance with the percentage of the work completed during the preceding billing period. Services negotiated as a not-to-exceed fee will be paid in accordance with the work effort expended on the service during the preceding month. All requests for payment must be submitted to City for review and approval. City will make payment for approved and accepted services within 30 calendar days of City's receipt of the request for payment. Consultant bears all responsibility and liability for any and all tax obligations that result from Consultant's performance under this Agreement.

SECTION IV--CITY'S OBLIGATIONS

As part of Consultant's services under this Agreement, City will provide furnished items, services, or obligations as detailed in **Exhibit "D"**.

SECTION V--GENERAL CONDITIONS

5.1 Notices. Unless otherwise provided herein, demands under this Agreement must be in writing and will be deemed to have been duly given and received either (a) on the date of service if personally served on the party to whom notice is to be given, or (b) on the third day after the date of the postmark of deposit by first class United States mail, registered or certified, postage prepaid and properly addressed as follows:

To City:	City of Chandler - Public Works & Utilities Department Attn: CIP City Engineer: Kimberly Moon, P.E. P.O. Box 4008, Mail Stop 407 Chandler, AZ 85244-4008 Phone: 480-782-3349 Email: kimberly.moon@chandleraz.gov	
With a copy to:	City of Chandler - Public Works & Utilities Department Attn: Rachel Marx, Project Manager P.O. Box 4008, Mail Stop 407, Chandler, AZ 85244-4008 Phone: 480-782-3354 Email: rachel.marx@chandleraz.gov	
To Consultant:	LEGAL COMPANY NAME:	Stantec Consulting Services Inc.
	Mailing Address:	3133 West Frye Road, Suite 300, Chandler, Arizona 85226-5155
	Physical Address:	3133 West Frye Road, Suite 300, Chandler, Arizona 85226-5155
	Statutory Agent Name:	Corporation Service Company
	Statutory Agent Mailing Address:	8825 N 23rd Avenue, Suite 100, Phoenix, Arizona 85021
	Statutory Agent Physical Address:	8825 N 23rd Avenue, Suite 100, Phoenix, Arizona 85021
	CONSULTANT'S AUTHORIZED PROJECT REPRESENTATIVE	
	Name:	Fadi Jadoun
	Title:	Senior Associate
	Phone:	480-687-6128
	Email:	fadi.jadoun@stantec.com

5.2 Records/Audit. Records of Consultant's direct personnel payroll, reimbursable expenses pertaining to this Agreement and records of accounts between City and Consultant must be kept on the basis of generally accepted accounting principles and must be made available to City and its auditors for up to three years following City's final acceptance of the services under this Agreement (this requirement is increased to five years if construction of this project is federally funded). City, its authorized representative, or any federal agency, reserves the right to audit Consultant's records to verify the accuracy and appropriateness of all cost and pricing data, including data used to negotiate this Agreement and any amendments. City reserves the right to decrease the total amount of Agreement price or payments made under this Agreement or request reimbursement from Consultant following final Agreement payment on this Agreement if, upon audit of Consultant's records, the audit discloses Consultant has provided false, misleading, or inaccurate cost and pricing data. Consultant will include a similar provision in all of its Agreements with subconsultants who

provide services under the Agreement to ensure that City, its authorized representative, or the appropriate federal agency, has access to the subconsultants' records to verify the accuracy of all cost and pricing data. City reserves the right to decrease Agreement price or payments made on this Agreement or request reimbursement from Consultant following final payment on this Agreement if the above provision is not included in subconsultant agreements, and one or more subconsultants refuse to allow City to audit their records to verify the accuracy and appropriateness of all cost and pricing data. If, following an audit of this Agreement, the audit discloses Consultant has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Agreement billings, Consultant will be liable for reimbursement of the reasonable, actual cost of the audit.

5.3 Alteration in Character of Work. Whenever an alteration in the character of work results in a substantial change in this Agreement, thereby materially increasing or decreasing the scope of services, cost of performance, or Project schedule, the work will be performed as directed by City. However, before any modified work is started, a written amendment must be approved and executed by City and Consultant. Such amendment must not be effective until approved by City. Additions to, modifications, or deletions from this Agreement as provided herein may be made, and the compensation to be paid to Consultant may accordingly be adjusted by mutual agreement of the Parties. It is distinctly understood and agreed that no claim for extra services or materials furnished by Consultant will be allowed by City except as provided herein, nor must Consultant do any work or furnish any materials not covered by this Agreement unless such work is first authorized in writing. Any such work or materials furnished by Consultant without prior written authorization will be at Consultant's own risk, cost, and expense, and Consultant hereby agrees that without written authorization Consultant will make no claim for compensation for such work or materials furnished.

5.4 Termination. City and Consultant hereby agree to the full performance of the covenants contained herein, except that City reserves the right, at its discretion and without cause, to terminate or abandon any service provided for in this Agreement, or abandon any portion of the Project for which services have been performed by Consultant. In the event City abandons or suspends the services, or any part of the services as provided in this Agreement, City will notify Consultant in writing and immediately after receiving such notice, Consultant must discontinue advancing the work specified under this Agreement. Upon such termination, abandonment, or suspension, Consultant must deliver to City all drawings, plans, specifications, special provisions, estimates and other work entirely or partially completed, together with all unused materials supplied by City. Consultant must appraise the work Consultant has completed and submit Consultant's appraisal to City for evaluation. City may inspect Consultant's work to appraise the work completed. Consultant will receive compensation in full for services performed to the date of such termination. The fee will be paid in accordance with Section III of this Agreement, and as mutually agreed upon by Consultant and City. If there is no mutual agreement on payment, the final determination will be made in accordance with the "Disputes" provision in this Agreement. However, in no event may the fee exceed the fee set forth in Section III of this Agreement nor as amended in accordance with Section "Alteration in Character of Work." City will make the final payment within 60 days after Consultant has delivered the last of the partially completed items and the Parties agree on the final fee. If City is found to have improperly terminated the Agreement for cause or default, the termination will be converted to a termination for

convenience in accordance with the provisions of this Agreement.

5.5 Indemnification. To the extent permitted by law, the Consultant ("Indemnitor") must indemnify, save and hold harmless City and its officers, officials, agents and employees ("Indemnitee") from any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees and costs of claim processing, investigation and litigation) ("Claims") caused or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of Consultant or any of its owners, officers, directors, agents, employees, or subconsultants in connection with this Agreement. This indemnity includes any claim or amount arising out of or recovered under workers' compensation law or on account of the failure of Consultant to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. Consultant must indemnify Indemnitee from and against any and all Claims, except those arising solely from Indemnitee's own negligent or willful acts or omissions. Consultant is responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Agreement, Consultant agrees to waive all rights of subrogation against Indemnitee for losses arising from or related to this Agreement. The obligations of Consultant under this provision survive the termination or expiration of this Agreement.

5.6 Insurance Requirements. Consultant must procure insurance under the terms and conditions and for the amounts of coverage set forth in **Exhibit "C"** against claims that may arise from or relate to performance of the work under this Agreement by Consultant and its agents, representatives, employees, and subconsultants. Consultant and any subconsultant must maintain this insurance until all of their obligations have been discharged, including any warranty periods under this Agreement. These insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. City in no way warrants that the minimum limits stated in **Exhibit "C"** are sufficient to protect Consultant from liabilities that might arise out of the performance of the work under this Agreement by Consultant, Consultant's agents, representatives, employees, or subconsultants. Consultant is free to purchase such additional insurance as may be determined necessary.

5.7 Cooperation and Further Documentation. Consultant agrees to provide City such other duly executed documents as may be reasonably requested by City to implement the intent of this Agreement.

5.8 Successors and Assigns. City and Consultant each bind itself, its partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants of this Agreement. Neither City nor Consultant may assign, sublet, or transfer its interest in this Agreement without the written consent of the other party. In no event may any contractual relation be created between any third party and City.

5.9 Disputes. In any dispute arising out of an interpretation of this Agreement or the duties required not disposed of by agreement between Consultant and City, the final determination at the administrative level will be made by City Engineer.

5.10 Completeness and Accuracy of Consultant's Work. Consultant must be responsible for the completeness and accuracy of Consultant's services, data, and other work prepared or compiled under Consultant's obligation under this Agreement and must correct, at Consultant's expense, all willful or negligent errors, omissions, or acts that may be discovered. Correction of errors disclosed and determined to exist during any construction of the project on architectural or engineering drawings and specifications must be accomplished by Consultant. The cost of the design necessary to correct those errors attributable to Consultant and any damage incurred by City as a result of additional construction costs caused by such engineering or architectural errors will be chargeable to Consultant and will not be considered a cost of the Work. The fact that City has accepted or approved Consultant's work will in no way relieve Consultant of any of Consultant's responsibilities.

5.11 Reporting. Written monthly reports, along with updated work schedules, will be made by Consultant in the format prescribed by City. These reports will be delivered to City per schedule. When requested by City, Consultant will attend Council meetings and provide finished documents including correspondence for Council action, supporting charts, graphs, drawings and colored slides of same.

5.12 Withholding Payment. City reserves the right to withhold funds from Consultant's payments up to the amount equal to the claims City may have against Consultant until such time that a settlement on those claims has been reached.

5.13 City's Right of Cancellation. The Parties acknowledge that this Agreement is subject to cancellation by City under the provisions of Section 38-511, Arizona Revised Statutes (A.R.S.).

5.14 Independent Consultant. For this Agreement Consultant constitutes an independent contractor. Any provisions in this Agreement that may appear to give City the right to direct Consultant as to the details of accomplishing the work or to exercise a measure of control over the work means that Consultant must follow the wishes of City as to the results of the work only. These results must comply with all applicable laws and ordinances.

5.15 Project Staffing. Prior to the start of any work under this Agreement, Consultant must submit to City detailed resumes of key personnel that will be involved in performing services prescribed in the Agreement. City hereby acknowledges its acceptance of such personnel to perform services under this Agreement. At any time hereafter that Consultant desires to change key personnel while performing under the Agreement, Consultant must submit the qualifications of the new personnel to City for prior approval. Key personnel include, but are not limited to, principals-in-charge, project manager, and project Consultant. Consultant will maintain an adequate and competent staff of qualified persons, as may be determined by City, throughout the performance of this Agreement to ensure acceptable and timely completion of the Scope of Services. If City objects, with reasonable cause, to any of Consultant's staff, Consultant must take prompt corrective action acceptable to City and, if required, remove such personnel from the Project and replace with new personnel agreed to by City.

5.16 Consultants or Subconsultants. Prior to beginning the work, Consultant must furnish City for approval the names of consultants or subconsultants to be used under this Agreement. Any subsequent changes are subject to City's written prior approval.

5.17 Force Majeure. If either party is delayed or prevented from the performance of any act required under this Agreement by reason of acts of God or other cause beyond the control and without fault of the Party (financial inability excepted), performance of that act may be excused, but only for the period of the delay, if the Party provides written notice to the other Party within ten days of such act. The time for performance of the act may be extended for a period equivalent to the period of delay from the date written notice is received by the other Party.

5.18 Compliance with Federal Laws. Consultant understands and acknowledges the applicability of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 to it. Consultant agrees to comply with these laws in performing this Agreement and to permit City to verify such compliance.

5.19 No Israel Boycott. By entering into this Agreement, Consultant certifies that Consultant is not currently engaged in, and agrees for the duration of the Agreement, not to engage in a boycott of Israel as defined by state statute.

5.20 Legal Worker Requirements. A.R.S. § 41-4401 prohibits City from awarding an Agreement to any consultant who fails, or whose subconsultants fail, to comply with A.R.S. § 23-214(A). Therefore, Consultant agrees Consultant and each subconsultant it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with § 23-214, subsection A. A breach of this warranty will be deemed a material breach of the Agreement and may be subject to penalties up to and including termination of the Agreement. City retains the legal right to inspect the papers of any Consultant's or subconsultant's employee who provides services under this Agreement to ensure that Consultant and subconsultants comply with the warranty under this provision.

5.21 Lawful Presence Requirement. A.R.S. §§ 1-501 and 1-502 prohibit City from awarding an Agreement to any natural person who cannot establish that such person is lawfully present in the United States. To establish lawful presence, a person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of Agreement award. This requirement does not apply to business organizations such as corporations, partnerships, or limited liability companies.

5.22 Covenant Against Contingent Fees. Consultant warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the Chandler City Council, or any City employee has any interest, financially, or otherwise, in Consultant's firm. For breach or violation of this warrant, City may annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

5.23 Non-Waiver Provision. The failure of either Party to enforce any of the provisions of this Agreement or to require performance of the other Party of any of the provisions hereof must not be construed to be a waiver of such provisions, nor must it affect the validity of this Agreement or any part thereof, or the right of either Party to thereafter enforce each and

every provision.

5.24 Disclosure of Information Adverse to City's Interests. To evaluate and avoid potential conflicts of interest, Consultant must provide written notice to City, as set forth in this Section, of any work or services performed by Consultant for third parties that may involve or be associated with any real property or personal property owned or leased by City. Such notice must be given 7 business days prior to commencement of the services by Consultant for a third party, or 7 business days prior to an adverse action as defined below. Written notice and disclosure must be sent in accordance with Section 6.7 above. An adverse action under this Agreement includes, but is not limited to: (a) using data as defined in the Agreement acquired in connection with this Agreement to assist a third party in pursuing administrative or judicial action against City; or (b) testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against City; or (c) using data to produce income for Consultant or its employees independently of performing the services under this Agreement, without the prior written consent of City. Consultant represents that except for those persons, entities, and projects identified to City, the services performed by Consultant under this Agreement are not expected to create an interest with any person, entity, or third party project that is or may be adverse to City's interests. Consultant's failure to provide a written notice and disclosure of the information as set forth in this Section constitute a material breach of this Agreement.

5.25 Data Confidentiality and Data Security. As used in the Agreement, "data" means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by, obtained by, or transmitted to Consultant or its subconsultants in the performance of this Agreement. The Parties agree that all data, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to Consultant or its subconsultants in connection with Consultant's or its subconsultant's performance of this Agreement is confidential and proprietary information belonging to City. Except as specifically provided in this Agreement, Consultant or its subconsultants must not divulge data to any third party without City's prior written consent. Consultant or its subconsultants must not use the data for any purposes except to perform the services required under this Agreement. These prohibitions do not apply to the following data provided to Consultant or its subconsultants have first given the required notice to City: (a) data which was known to Consultant or its subconsultants prior to its performance under this Consultant or its subconsultants by a third party, who to the best of Consultant's or its subconsultants' knowledge and belief, had the legal right to make such disclosure and Consultant or its subconsultants are not otherwise required to hold such data in confidence; or (c) data which is required to be disclosed by virtue of law, regulation, or court order, to which Consultant or its subconsultants are subject. In the event Consultant or its subconsultants are required or requested to disclose data to a third party, or any other information to which Consultant or its subconsultants became privy as a result of any other Agreement with City, Consultant must first notify City as set forth in this Section of the request or demand for the data. Consultant or its subconsultants must give City sufficient facts so that City can be given an opportunity to first give its consent or take such action that City may deem appropriate to protect such data or other information from disclosure. All data must continue to be subject to the confidentiality agreements of this Agreement. Consultant or its

subconsultants assume all liability to maintain the confidentiality of the data in its possession and agrees to compensate City if any of the provisions of this Section are violated by Consultant, its employees, agents or subconsultants. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. Consultant agrees that the requirements of this Section must be incorporated into all subagreements entered into by Consultant. A violation of this Section may result in immediate termination of this Agreement without notice.

5.26 Personal Identifying Information-Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times by Consultant or its subconsultants. At a minimum, Consultant or its subconsultants must encrypt or password-protect electronic files. This includes data saved to laptop computers, computerized devices, or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed. In the event that data collected or obtained by Consultant or its subconsultants in connection with this Agreement is believed to have been compromised, Consultant or its subconsultants must immediately notify City contact. Consultant agrees to reimburse City for any costs incurred by City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach. Consultant agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Consultant. It is further agreed that a violation of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice. The obligations of Consultant or its subconsultants under this Section must survive the termination of this Agreement.

5.27 Jurisdiction and Venue. This Agreement is made under and must be construed in accordance with and governed by the laws of the State of Arizona without regard to the conflicts or choice of law provisions thereof. Any action to enforce any provision of this Agreement or to obtain any remedy with respect hereto must be brought in the courts located in Maricopa County, Arizona, and for this purpose, each Party hereby expressly and irrevocably consents to the jurisdiction and venue of such court.

5.28 Survival. All warranties, representations, and indemnifications by Consultant must survive the completion or termination of this Agreement.

5.29 Modification. Except as expressly provided herein to the contrary, no supplement, modification, or amendment of any term of this Agreement will be deemed binding or effective unless in writing and signed by the Parties.

5.30 Severability. If any provision of this Agreement or the application to any person or circumstance may be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application will not be affected and will be enforceable to the fullest extent permitted by law.

5.31 Integration. This Agreement contains the full agreement of the Parties. Any prior or

contemporaneous written or oral agreement between the Parties regarding the subject matter is merged and superseded.

5.32 Time is of the Essence. Time of each of the terms, covenants, and conditions of this Agreement is hereby expressly made of the essence.

5.33 Date of Performance. If the date of performance of any obligation or the last day of any time period provided for should fall on a Saturday, Sunday, or holiday for City, the obligation will be due and owing, and the time period will expire, on the first day after which is not a Saturday, Sunday or legal City holiday. Except as may otherwise be set forth in this Agreement, any performance provided for herein will be timely made if completed no later than 5:00 p.m. (Chandler time) on the day of performance.

5.34 Third Party Beneficiary. Nothing under this Agreement will be construed to give any rights or benefits in the Agreement to anyone other than City and Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of City and Consultant and not for the benefit of any other party.

5.35 Conflict in Language. All work performed must conform to all applicable City of Chandler codes, ordinances, and requirements as outlined in this Agreement. If there is a conflict in interpretation between provisions in this Agreement and those in **Exhibit "A"**, the provisions in this Agreement prevail.

5.36 Document/Information Release. Documents and materials released to Consultant, which are identified by City as sensitive and confidential, are City's property. The document/material must be issued by and returned to City upon completion of the services under this Agreement. Consultant secondary distribution, disclosure, copying, or duplication in any manner is prohibited without City's prior written approval. The document/material must be kept secure at all times. This directive applies to all City documents, whether in photographic, printed, or electronic data format.

5.37 Exhibits. The following exhibits are made a part of this Agreement and are incorporated by reference:

Exhibit A - Scope of Services / Schedule

Exhibit B - Compensation and Fees

Exhibit C - Insurance Requirements

Exhibit D - Special Conditions

Exhibit E - Subconsultant Documents (if applicable)

Exhibit F - Federal Requirements (if applicable)

5.38 Special Conditions. As part of the services Consultant provides under this Agreement, Consultant agrees to comply with and fully perform the special terms and conditions set forth in **Exhibit "D"**, which is attached to and made a part of this Agreement.

5.39 Non-Discrimination and Anti-Harassment Laws. Consultant must comply with all applicable City, state, and federal non-discrimination and anti-harassment laws, rules, and regulations.

5.40 Licenses and Permits. Beginning with the Effective Date and for the full term of this Agreement, Consultant must maintain all applicable City, state, and federal licenses and permits required to fully perform Consultant's services under this Agreement.

5.41 Warranties. Consultant must furnish a one-year warranty on all work and services performed under this Agreement. Consultant must furnish, or cause to be furnished, a two-year warranty on all fixtures, furnishings, and equipment furnished by Consultant, subconsultants or suppliers under this Agreement. Any defects in design, workmanship, or materials that do not comply with this Agreement must be corrected by Consultant (including, but not limited to, all parts and labor) at Consultant's sole cost and expense. All written warranties and redlines for as-built conditions must be delivered to City on or before City's final acceptance of Consultant's services under this Agreement.

5.42 Cooperative Purchasing Agreement (S.A.V.E. – Strategic Alliance for Volume Expenditures). In addition to City of Chandler and with the approval of Consultant, this Agreement may be extended for use by other municipalities, school districts, and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter, or procurement rules and regulations of the respective political entity.

5.43 Budget Approval into Next Fiscal Year. This Agreement will commence on the Effective Date and continue in full force and effect until it is terminated or expires in accordance with the provisions of this Agreement. The Parties recognize that the continuation of this Agreement after the close of the City's fiscal year, which ends on June 30 of each year, is subject to the City Council's approval of a budget that includes an appropriation for this item as an expenditure. The City does not represent that this budget item will be actually adopted. This determination is solely made by the City Council.

5.44 Forced Labor of Ethnic Uyghurs Prohibited. By entering into this Agreement, Contractor certifies and agrees Contractor does not currently use and will not use for the term of this Agreement: (i) the forced labor of ethnic Uyghurs in the People's Republic of China; or (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (iii) 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.

5.45 License to City for Reasonable Use. With this Agreement, Consultant and its subconsultants hereby grant a license to City, its agents, employees, and representatives for an indefinite period of time to reasonably use, make copies, and distribute as appropriate the Documents, works or deliverables developed or created as a result of the Project and this Agreement. This license also includes the making of derivative works.

EXHIBIT "A"
SCOPE OF SERVICES/SCHEDULE

ST2304.101 City Owned Parking Lot Assessment

EXHIBIT "A" SCOPE OF SERVICES/SCHEDULE

1. PROJECT DESCRIPTION & SCOPE OF WORK:

- 1.1 The primary goal of this project is to perform a condition assessment of the City of Chandler owned parking lots. The parking lot information will be uploaded to the City's RoadMatrix™ pavement management system (PMS) database so that the City is able to manage the data. While the City of Chandler Streets department is currently using RoadMatrix™ PMS to manage their road assets. The parking lot segments as well as their condition data will be loaded to another instance of the database that is separate from the street asset database. This allows the for independent inventory management of the parking lots and other peripheral assets.
- 1.2 The scope of work presented herein is based on a parking lot inventory list received from the City on January 27, 2023. The list contains a total of 100 parking lots areas. The City requested that the following assets be inventoried and assessed for condition through a field "boots on the ground" survey:
 - a. Parking Lots.
 - b. Access roads to the parking lots.
 - c. Pavement Marking within the parking lot areas.

Each parking lot area may contain more than one parking lot and may or may not contain access roads and/or pavement markings.

Based on the provided inventory list, the following scope was estimated for the major assets included as part of this project:

- a. **Parking Lots:** A total estimated area of **600,000+ Square Yards** of paved surface shall be surveyed.
 - b. **Access Roads:** Approximately **2+ miles** of paved access roads are to be surveyed.
- 1.3 The project budget is \$174,220.00. All data collection and reporting efforts of the project will be completed within this budget.

2. ASSIGNMENT:

- 2.1 The aforementioned scope of work has been awarded to the consultant (Stantec) based on their proposed personnel and specified consultants. Any deviations or substitutions of these team members must be pre-approved in writing by City. Those persons listed in Exhibit B will perform those portions of the work listed therein.

3. PROJECT SCHEDULE:

- 3.1 Consultant must perform the services within the times set forth in the Production Schedule included herein and made a part hereof by reference.
- 3.2 Consultant must adhere to the Production Schedule described herein and such schedule may not be modified or deviated from without written consent of City. Consultant must revise and submit for review an updated schedule whenever it is demonstrated that the time for completion of the Project Design or of any of the partial completion points listed in the schedule is delayed by two weeks or more. Such adjusted schedule will include a written explanation stating the reasons for the change and a plan for getting back on schedule. Consultant must take all reasonable actions necessary to get the project back on schedule and City will cooperate to assist Consultant.
- 3.3 The proposed schedule has been created assuming a notice to proceed date of July 15, 2023, and deliverables at end of January 2024.
- 3.4 The schedule dates noted below are practical based on previous experience with a similar scope. Field surveys are scheduled to start in September and be completed in mid-November except for the Pilot project which will start in mid-August. The fieldwork is dependent on good weather. Rainy days will delay data collection and will impact the final delivery date. Should this become an issue, Stantec will notify the City project manager of the impact to the overall schedule.

Task No.	Task Name	Start Date	End Date	Duration (days)	Net Working Days	Week Ending																												
						2023-07-21	2023-07-28	2023-08-04	2023-08-11	2023-08-18	2023-08-25	2023-09-01	2023-09-08	2023-09-15	2023-09-22	2023-09-29	2023-10-06	2023-10-13	2023-10-20	2023-10-27	2023-11-03	2023-11-10	2023-11-17	2023-11-24	2023-12-01	2023-12-08	2023-12-15	2023-12-22	2023-12-29	2024-01-05	2024-01-12	2024-01-19	2024-01-26	2024-02-02
1	Project Initiation, Setup and Management	2023-07-15	2024-01-31	201	143																													
	Project Initiation and Setup	2023-07-15	2023-07-24	10	6																													
	Project Management	2023-07-15	2024-01-31	201	143																													
	Review and Finalize Data Collection Procedures with City	2023-07-15	2023-08-02	19	13																													
2	Digitization of Assets	2023-07-15	2023-08-06	23	15																													
	Digitization of up to 100 Parking Lot Areas as per City List	2023-07-15	2023-08-02	19	13																													
	Review and QA/QC of digitized Assets	2023-08-02	2023-08-06	5	3																													
3	Customization of data collection applications	2023-08-05	2023-08-13	9	5																													
4	Pilot Study (Three Parking Lots)	2023-08-15	2023-09-05	22	16																													
	Pavement Visual Survey and Pavement Marking and Access Road Survey at 3 Parking Lot Areas	2023-08-15	2023-08-19	5	4																													
	QA/QC of Collected Condition Data and Upload to RoadMatrix™	2023-08-20	2023-08-23	4	3																													
	Calculate PCI and Summarize Findings including Mapping of Pavement Markings	2023-08-26	2023-08-30	5	3																													
5	Onsite Meeting with City Staff to Present the Results	2023-09-04	2023-09-05	2	2																													
	Field Data Collection Services	2023-09-09	2023-11-14	67	47																													
	Parking Lots Visual Surveys at 97 Parking Lot Areas	2023-09-09	2023-11-14	67	47																													
	Pavement Marking Visual Survey at 97 Parking Lots Areas	2023-09-09	2023-11-14	67	47																													
6	Access Roads Visual Survey at 97 Parking Lots Areas	2023-09-09	2023-11-14	67	47																													
	QA/QC of raw and processed data	2023-09-09	2023-11-25	78	55																													
	Daily QA/QC of Collected Condition Data	2023-09-09	2023-11-14	67	47																													
7	QA/QC of Processed Data after Loading into RoadMatrix™	2023-11-18	2023-11-25	8	5																													
	Loading of Parking Lots data to RoadMatrix™ and running analysis	2023-11-14	2023-12-06	23	17																													
	Setup RoadMatrix™ database (Internal)																																	
	Loading of Parking Lots Data to RoadMatrix™	2023-11-14	2023-11-19	6	4																													
8	PCI Present Status Analysis	2023-11-20	2023-11-22	3	3																													
	Recommended Work Programs for Individual Parking Lots	2023-11-25	2023-12-06	12	8																													
	Mapping of Pavement Markings / Deliver (.shp)	2023-11-27	2023-11-28	2	2																													
	Reporting	2023-12-13	2024-01-31	50	36																													
9	Draft Report of Parking Lots and Pavement Markings (PDF)	2023-12-13	2024-01-03	22	16																													
	Final Report of Parking Lots and Pavement Markings (PDF)	2024-01-13	2024-01-31	19	13																													

3.5 Stantec will utilize schedule control mechanisms to maintain project timelines as follows:

- Maintain a schedule linking dependent tasks together and defining a critical path for the project. Following the critical path focuses the team on completing the critical tasks on time.
- Project progress is tracked by monitoring and updating the schedule. This identifies the source of an unexpected problem to allow early corrective action if the project is off schedule.
- Assign and schedule resources in advance so that the work proceeds on schedule.
- Follow a proactive risk management approach that involves looking ahead for any issues that could cause schedule delay and taking action in advance to reduce or eliminate the potential problem.

4. QUALITY CONTROL:

4.1 Consultant must institute and comply with the Quality Control Plan listed below under Task 5: "QA/QC of Raw and Processed Data".

5. WORK PLAN:

5.1 The following work plan details the various tasks involved in executing the project to achieve the desired results and satisfy the City's objectives.

- a. Task 1: Project Initiation, Setup and Management
- b. Task 2: Digitization of Assets
- c. Task 3: Customization of Data Collection Applications
- d. Task 4: Pilot Study
- e. Task 5: Field Data Collection Services
- f. Task 6: QA/QC of Raw and Processed Data
- g. Task 7: Loading of Parking Lots Data to RoadMatrix and Running Analysis
- h. Task 8: Mapping of Pavement Markings
- i. Task 9: Reporting

5.2 Task 1: Project Initiation, Setup and Management

This task provides for initiation, setup, and project management services for the duration of the project. This task also includes meetings with the City to review and document the data collection approach, and to provide updates on project status.

A summary of the sub-tasks include:

- The administration of the contract and the provision of the insurance certificates.
- The preparation of the information and tools the field survey crew requires prior to starting the field survey. This includes electronic files, tablet, measuring wheel, digital levels, etc.
- The coordination and supervision of the entire project.
- Up to three (3) meetings with City staff to review the data collection procedures, review the digitized assets and to provide a summary of the results from this project. The form of the meetings, virtual vs. onsite, will be discussed with the City's project manager and will be agreed upon. Our project manager is local and can also meet with the City staff on an ad-hoc basis.

5.3 **Task 2: Digitization of Assets.**

This task provides digitization services of all parking lots and access roads based on the parking lot inventory list that was received from the City.

All of the aforementioned assets will be digitized into manageable polygons for condition survey as well as for loading the data into the RoadMatrix™ software. The goal is to develop a list of records/segments/sections that will make reasonable presentations and can be used to generate reasonable work recommendations in terms of the size of each polygon/segment.

The digitization effort will take place in our office using the Maricopa County Tax Assessor streaming layer of 2022 aerials.

In addition to digitizing the assets, various attributes of each newly-created segment are populated. The following attributes will be extracted and documented for each digitized segment:

- Lot Number
- Asset Type (Parking Lot, Access Road)
- Asset Location Name
- Asset Parcel Number
- Asset Address
- Shape/Asset Length
- Shape/Asset Area
- Material Type (Asphalt, PCC, Rubber, Other)

The digitized file will be shared with the City as a GIS geodatabase (points and lines for assets and polygons for parking lots), once completed for review and feedback before the field survey is started. The field survey will use the digitized file to collect the condition of the aforementioned assets.

5.4 **Task 3: Customization of Data Collection Applications.**

Once an agreement is reached in terms of the approach to collecting the condition of the various assets, Stantec will customize the *Survey123* and *Collector* application interfaces to facilitate the field data collection approach and enhance productivity and quality.

The application interface will be designed in a way that avoids users having to enter information manually; rather, the user will simply choose the option from an available drop-down list or by tapping on radio buttons or check boxes.

5.5 **Task 4: Pilot Study**

A pilot study to inventory and collect the condition of the parking lots, access roads and pavement marking will be completed on parking lots at the following three (3) locations.

- Fire Station No. 8
- Downtown Library
- Veterans Oasis Park

The goal of the pilot study is for the City to evaluate the data collection methodology described in this proposal.

An onsite meeting will be scheduled to present the deliverables from the pilot study and discuss any changes needed to the data collection approach and/or the format of the deliverables.

5.6 **Task 5: Field Data Collection Services.**

a. Task 5.A: Visual Surface Distress Data of Parking Lots/Access Roads

A visual surface condition assessment will be completed on approximately 100 parking lot areas with an estimated total area of 600,000 square yards throughout the City. Also, approximately 2 miles of access roads will be collected following the same procedure as the parking lots as described below.

For the visual survey, our field crew will use a mobile data collection application for distress rating inputs. All collected data will be uploaded into the City's RoadMatrix™ PMS.

As mentioned before, Stantec will review the proposed data collection approach and will discuss and finalize with the City before field data collection begins. Once



the data collection approach is finalized, Stantec will visually collect the surface distresses and attributes as presented in Table 1 below. The distresses shown below for PCC and for Asphalt pavements reflect a *simplified version of ASTM D6433 standards*: “Standard Practice for Roads and Parking Lots Pavement Condition Index Surveys”.

Table 1: Data Collection Distresses on Parking Lots and Access Roads

Asphalt Distresses	PCC Distresses
• Bleeding • Block Cracking • Bumps and Sags • Corrugation • Depression • Alligator Cracking • Edge Cracking • Long & Trans Cracking • Patching & Utility Cut • Patching • Potholes • Rutting • Shoving • Raveling	• Corner Break • Durability Crack • Faulting • Joint Seal • Linear Cracking • Patching (Large) & Utility Cuts • Patching (Small) • Popouts • Punchout • Scaling, Map Cracking, Crazeing • Shrinkage • Corner Spalling • Joint Spalling

Pavement surface distress will be processed and analyzed as per ASTM D6433 standards to calculate a Pavement Condition Index (PCI) score within RoadMatrix™ for each parking lot and for each access road.

b. Task 5.B: Pavement Markings

Pavement marking presence and general condition will be collected in all parking lot areas. The following attributes will be collected:

- Type (e.g., Edge Line, Stop Line, Crosswalk, Fire Lane, Parking Zone, Handicap, Speed Hump)
- Color (White, Yellow, Red, Blue, Orange, Other)
- Parking Orientation (Parallel, Perpendicular, Angled, Null)
- General Condition (Good, Fair, Poor, Undetermined)

5.7 Task 6: QA/QC of Raw and Processed Data.

This task provides for the effort required to check the quality and completeness of the data while data collection is happening and after data has been collected for loading into RoadMatrix™. The following tasks are completed as part of the QA/QC during data collection:

1. Review the collected data daily to ensure there are no missed areas and to check reasonableness of collected data.
2. Apply any edits needed and instruct the rater to collect any missed assets/locations.

Once the data has been collected it is quality checked prior to upload to RoadMatrix™. Any updated attribute data discussed and agreed upon at the kickoff meeting (estimated traffic volumes, pavement structure layer information, etc.) is loaded into RoadMatrix™, providing it is supplied in an agreed upon format. Any required attributes to calculate the PCI and the SCI will be discussed during the kickoff meeting.

Quality Control Plan

Quality Control methods are conducted daily. Essentially, there are the following two key areas:

- Field Data Verification
- Office Data Verification

Field Data Verification

Our field crews are responsible for the daily operations in the field. It is important in a project of this nature that the rater use due-diligence and follow a consistent and systematic approach in conducting the condition survey. Since the deliverable will ultimately be produced from the fieldwork, it is imperative that the technicians:

- Adhere to all health and safety guidelines,
- Adhere to any traffic regulations,
- Route and track as per pre-defined routing plans to avoid overlap and duplication,
- Constantly monitor QC systems,
- Make daily data back-ups,
- Communicate with Stantec and City Project Managers, if questions arise in the field,
- Make decisions as to when surveys should be suspended due to hindrances such as GPS satellite coverage or weather,

- On a daily basis, report to the Stantec Project Manager a list of assets surveyed that day, and other issues that may have risen, and
- Ensure safety measures are met with regard to both themselves and the public.

Office Data Verification

Prior to delivery, our Project Management Team will perform thorough checks on the data, to verify integrity and completeness. Any discrepancies will be addressed accordingly, and the Project Management Team will determine if re-surveys are required. All reports and deliverables will undergo peer reviews before delivery to the City.

All collected data is processed and analyzed by trained staff. All raters undergo a hands-on training course developed by our team of engineers before they can rate pavement markings and parking lot distresses/defects. The staff have been trained to identify parameters that may cause data degradation. Utilizing internally developed data processing tools, all collected data is screened for outliers. In the event our QA/QC procedures identify inconsistencies with the rated data, it will be re-rated with additional technicians assigned to the task to expedite the process.

Quality Assurance

Quality assurance activities include the various procedures used for acceptance testing of collected condition data. These tests confirm that data meets the established requirements prior to use in asset management decisions. Techniques used for this purpose include testing of control and verification sites, sampling and re-rating, complete database checks, GIS-based quality acceptance checks, and time-history comparisons.

5.8 Task 7: Loading of Parking Lots Data to RoadMatrix and Running Analysis

Setup RoadMatrix™ Database

The RoadMatrix™ database will be setup to host the parking lots condition data and segment information. The City will be requested to provide traffic and structure/as-built information if available to help with the treatment recommendations.

Analysis of Parking Lots - PCI

The parking lot segments, and associated condition data will be loaded to RoadMatrix™. The parking lots data will be loaded to the main module of

RoadMatrix™ to calculate the PCI. RoadMatrix™ streets model will calculate the PCI for each parking lot and an average for all parking lots or any subset as needed.

The pavement marking information will not be loaded to RoadMatrix™. Rather, it will be delivered in Excel, GIS geodatabase with points and polygons, and KMZ formats.

5.9 Task 8: Mapping of Pavement Markings

Pavement marking locations will be mapped as points or lines depending on the type of the pavement marking. The accuracy of the location is within one (1) meter (3.3 feet) using the Bad Elf GNSS Surveyor device (pictured to the right).



Individual GIS layers will be created with the location of each pavement marking. Layer symbology will be applied to differentiate between the poor, fair, and good condition pavement markings.

5.10 Task 9: Reporting

A report will be completed and submitted to the City, upon completion of the data collection activities and data analysis. The report will summarize the following:

- Data collection approach,
- List of parking lots that were not surveyed, if any, and the reasoning,
- Present status analysis results (PCI) in tabulated and mapped formats,
- Treatment “Network-Level” Recommendations for parking lots,
- A digital copy of the completed condition inventory in MS Excel format,
- A color-coded map with present condition rating, and
- Conclusions and recommendations.

-	Budget Rehab Imp. Year: 2017 - 5 Items
+	Budget Rehab: Do Nothing - 57 Items
+	Budget Rehab: Full Width Mill and 1.5" Rubber OL - 40 Items
+	Budget Rehab: Micro Surfacing - 66 Items
+	Budget Rehab: Seal Coat - MTR - 6 Items
+	Budget Rehab: Slurry Seal - 2 Items
+	Budget Rehab Imp. Year: 2018 - 5 Items
+	Budget Rehab Imp. Year: 2019 - 5 Items
+	Budget Rehab Imp. Year: 2020 - 5 Items
+	Budget Rehab Imp. Year: 2021 - 5 Items
+	Budget Rehab Imp. Year: 2022 - 6 Items
+	Budget Rehab Imp. Year: 2023 - 5 Items
+	Budget Rehab Imp. Year: 2024 - 6 Items
+	Budget Rehab Imp. Year: 2025 - 6 Items
+	Budget Rehab Imp. Year: 2026 - 7 Items

Stantec will coordinate with the City during the reporting phase of the project to determine future staffing needs to meet the recommended maintenance plan and include the findings in the report.

A draft report will be submitted to the City in PDF format for review. A final report will be submitted after all the City comments/suggestions have been reviewed and implemented. The final report will be submitted in PDF format after being quality-checked and reviewed by our project manager and another

senior reviewer.

6. TERMS AND CONDITIONS:

- 6.1 It is our understanding that the Scope of Work will be carried out as a task order under an existing On-Call Pre-Qualified Civil Engineering Consulting Agreement currently in place between Stantec and the City. This proposal will remain valid for 90 days.

7. PERIOD OF SERVICE (MILESTONES):

- 7.1 Following receipt of a "Notice to Proceed" with the work, Consultant must complete the work and have all documents ready for bidding within 187 calendar days of the date indicated on the Notice to Proceed.
- 7.2 Consultant must complete all services specified herein in accordance with the Schedule and progress milestones included herein. In the event delays are experienced beyond the control of Consultant, the completion date may be extended as mutually agreed upon by City and Consultant.

8. Allowances:

- 8.1 A 10 % allowance is to be added to the scope to cover any potential scope changes. Allowances are to be used only by prior City approval.

EXHIBIT "B"
COMPENSATION AND FEES



Stantec Consulting Services Inc.
3133 West Frye Road Suite 300, Chandler AZ 85226-5155

May 16, 2023

Attention: Rachel Marx, PE, CFM
City of Chandler
PO Box 4008, Mail Stop 407
Chandler, AZ 85244-4008

Dear Rachel,

Reference: ST2304 City-Owned Parking Lot Assessment

Proposed Fees

EXHIBIT "B-1"
Lump Sum Cost Per Task

TASK DESCRIPTION		SUBTOTAL
Task 1.0 Project Initiation, Setup and Management		\$ 29,970.00
1.1	Project Initiation and Setup	\$ 3,900.00
1.2	Project Management	\$ 22,950.00
1.3	Review and Finalize Data Collection Procedures with the City	\$ 3,120.00
Task 2.0 Digitization of Assets		\$ 10,868.00
2.1	Digitize up to 100 Parking Lot Areas as per City List	\$ 9,730.00
2.2	Review and QA/QC of Digitized Assets	\$ 1,138.00
Task 3.0 Customization of Data Collection Applications		\$ 1,780.00
Task 4.0 Pilot Study		\$ 9,614.00
4.1	Pavement Visual Survey and Pavement Marking and Access Road	\$ 4,410.00
4.2	QA/QC of Collected Condition Data and Upload to RoadMatrix™	\$ 1,362.00
4.3	Calculate PCI and Summarize Findings including Mapping of Pave	\$ 2,282.00
4.4	Onsite Meeting with City Staff to Present the Results	\$ 1,560.00
Task 5.0 Field Data Collection Services		\$ 63,600.00
5.1	Parking Lots Visual Survey at 97 Parking Lot Areas	\$ 38,450.00
5.2	Pavement Marking Visual Survey at 97 Parking Lot Areas	\$ 23,810.00
5.3	Access Roads Visual Survey at 97 Parking Lot Areas	\$ 1,340.00
Task 6.0 QA/QC of Raw and Processed Data		\$ 18,700.00
6.1	Daily QA/QC of Collected Condition Data	\$ 11,620.00
6.2	QA/QC of Processed Data after Loading into RoadMatrix™	\$ 7,080.00
Task 7.0 Loading of Assets to RoadMatrix™ and Running Analysis		\$ 15,941.00
7.1	Setup RoadMatrix™ Database (Internal)	\$ 2,340.00
7.2	Loading of Assets into RoadMatrix™	\$ 2,618.00
7.3	PCI and SCI Present Status Analysis	\$ 1,683.00
7.4	Recommended Work Programs for Parking Lots and Sidewalks	\$ 9,300.00
Task 8.0 Mapping of Pavement Markings / Deliver Shapefile		\$ 1,946.00
Task 9.0 Reporting		\$ 5,963.00
9.1	Draft Report	\$ 4,993.00
9.2	Final Report	\$ 970.00
TOTAL COST:		\$ 158,382.00
ALLOWANCE (10 %)		\$ 15,838.00
TOTAL INCLUDING ALLOWANCE:		\$ 174,220.00

Reference: ST2304 City-Owned Parking Lot Assessment

EXHIBIT "B-2"
Hours and Rates

	PM	PIC	QA/QC Supervisor	GIS Tech	Field Tech	Admin	Data Manager	Data Proc. Supervisor	Car Rental & Fuel Rate	< PROJECT ROLE
	Fadi Jadoun	Colleen Ruiz	Allan Venema	Nicole Webb	Omar Albor Castillo	Ashley Chornaby	Jennifer Spurgeon	Chris Wilk		
	\$ 195.00	\$ 250.00	\$ 250.00	\$ 139.00	\$ 155.00	\$ 145.00	\$ 187.00	\$ 178.00	\$ 100.00	< HOURLY RATES
TASK DESCRIPTION										TOTAL HOURS PER TASK
Task 1.0 Project Initiation, Setup and Management	136	8	0	0	0	10	0	0	0	154
1.1 Project Initiation and Setup	20									
1.2 Project Management	100	8				10				
1.3 Review and Finalize Data Collection Procedures with the City	16									
Task 2.0 Digitization of Assets	2	0	0	70	0	0	4	0	0	76
2.1 Digitize up to 100 Parking Lot Areas as per City List				70						
2.2 Review and QA/QC of Digitized Assets	2						4			
Task 3.0 Customization of Data Collection Applications	0	0	0	0	0	0	0	10	0	10
Task 4.0 Pilot Study	16	0	1	16	24	0	0	0	3	60
4.1 Pavement Visual Survey and Pavement Marking and Access Road Survey at 3 Parking Lot Areas	2				24				3	
4.2 QA/QC of Collected Condition Data and Upload to RoadMatrix™			1	8						
4.3 Calculate PCI and Summarize Findings including Mapping of Pavement Markings	6			8						
4.4 Onsite Meeting with City Staff to Present the Results	8									
Task 5.0 Field Data Collection Services	0	0	0	0	380	0	0	0	47	427
5.1 Parking Lots Visual Survey at 97 Parking Lot Areas					230				28	
5.2 Pavement Marking Visual Survey at 97 Parking Lot Areas					142				18	
5.3 Access Roads Visual Survey at 97 Parking Lot Areas					8				1	
Task 6.0 QA/QC of Raw and Processed Data	12	0	4	100	0	0	4	4	0	124
6.1 Daily QA/QC of Collected Condition Data			2	80						
6.2 QA/QC of Processed Data after Loading into RoadMatrix™	12		2	20			4	4		
Task 7.0 Loading of Assets to RoadMatrix™ and Running Analysis	52	2	4	0	0	0	23	0	0	81
7.1 Setup RoadMatrix™ Database (Internal)	12									
7.2 Loading of Assets into RoadMatrix™							14			
7.3 PCI Present Status Analysis							9			
7.4 Recommended Work Programs for Individual Parking Lots	40	2	4							
Task 8.0 Mapping of Pavement Markings / Deliver Shapefile	0	0	0	14	0	0	0	0	0	14
Task 9.0 Reporting	5	1	4	12	4	10	0	0	0	36
9.1 Draft Report	3	1	4	12	4	6				
9.2 Final Report	2					4				

May 16, 2023
Rachel Marx, PE, CFM
Page 3 of 3

Reference: ST2304 City-Owned Parking Lot Assessment

We trust that the foregoing will meet with your expectations. If you have any questions, please do not hesitate to contact us.

Regards,

Stantec Consulting Services Inc.

Fadi Jadoun Ph.D., PE
Senior Associate,
Infrastructure Management
& Pavement Engineering
Phone: 480 687 6128
Fadi.Jadoun@stantec.com

Colleen M. Ruiz PE, MPA
Senior Principal
Phone: 505-349-8454
Colleen.Ruiz@stantec.com

EXHIBIT "C"

INSURANCE REQUIREMENTS

1. General.

- 1.1 At the same time as execution of this Agreement, Consultant must furnish City a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to City. Provided, however, the A.M. Best rating requirement will not be deemed to apply to required Workers' Compensation coverage.
- 1.2 Consultant and any of its subconsultants must procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.
- 1.3 The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.
- 1.4 City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect Consultant from liabilities that might arise out of the performance of the Agreement services under this Agreement by Consultant, its agents, representatives, employees, subconsultants, and Consultant is free to purchase any additional insurance as may be determined necessary.
- 1.5 Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve Consultant from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.
- 1.6 Use of subconsultants: If any work is subcontracted in any way, Consultant must execute a written Agreement with subconsultant containing the same Indemnification Clause and Insurance Requirements as City requires of Consultant in this Agreement. Consultant is responsible for executing the Agreement with the subconsultant and obtaining Certificates of Insurance and verifying the insurance requirements.

2. Minimum Scope and Limits of Insurance. Consultant must provide coverage with limits of liability not less than those stated below.

- 2.1 *Professional Liability.* If the Agreement is the subject of any professional services or work performed by Consultant, or if Consultant engages in any professional services or work adjunct or residual to performing the work under this Agreement, Consultant must maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by Consultant, or anyone employed by Consultant, or anyone whose acts, mistakes, errors and omissions Consultant is legally liable, with a liability limit of \$1,000,000 each claim and \$2,000,000 all claims. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage must extend for 3 years past

completion and acceptance of the work or services, and Consultant, or its selected Design Professional will submit Certificates of Insurance as evidence the required coverage is in effect. The Design Professional must annually submit Certificates of Insurance citing that the applicable coverage is in force and contains the required provisions for a 3 year period.

- 2.2 *Commercial General Liability-Occurrence Form.* Consultant must maintain “occurrence” form Commercial General Liability insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 aggregate. Said insurance must also include coverage for products and completed operations, independent contractors, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be “follow form” equal or broader in coverage scope than underlying insurance.
- 2.3 *Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles Vehicle Liability:* Consultant must maintain Business/Automobile Liability insurance with a limit of \$1,000,000 each accident on Consultant owned, hired, and non-owned vehicles assigned to or used in the performance of Consultant’s work or services under this Agreement. If any Excess or Umbrella insurance is utilized to fulfill the requirements of this paragraph, the Excess or Umbrella insurance must be “follow form” equal or broader in coverage scope than underlying insurance.
- 2.4 *Workers Compensation and Employers Liability Insurance:* Consultant must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Consultant employees engaged in the performance of work or services under this Agreement and must also maintain Employers’ Liability insurance of not less than \$1,000,000 for each accident and \$1,000,000 disease for each employee.
- 2.5 *Cyber Technology Errors and Omissions, Network Security, and Privacy Liability Insurance.* The policy must cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this Agreement with a limit of not less than \$3,000,000 for each occurrence, \$3,000,000 aggregate. In the event that the professional liability insurance required by this Agreement is written on a claims-made basis, Consultant warrants that any retroactive date under the policy must precede the effective date of this Agreement; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Agreement is completed. If such insurance is maintained on an occurrence form basis, Consultant must maintain such insurance for an additional period of one (1) year following termination of Agreement. If such insurance is maintained on a claims-made basis, Consultant must maintain such insurance for an additional period of three (3) years following termination of the Agreement. If Consultant contends that any of the insurance it maintains pursuant to other sections of this Exhibit C satisfies this requirement (or otherwise insures the risks described in this section), then Consultant must provide proof of same.
- 2.5.1. The insurance must provide coverage for the following risks:
- 2.5.1.1 Liability arising from theft, dissemination, or use of confidential information (a defined term including but not limited to bank account, credit card account, personal information such as name, address, social security

numbers, etc. information) stored or transmitted in electronic form.

2.5.1.2 Network Security Liability arising from the unauthorized access to, use of, or tampering with computer systems including hacker attacks, inability of an authorized third party, to gain access to your services including denial of service, unless caused by a mechanical or electrical failure.

2.5.1.3 Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer related property and the data, software, and programs thereon.

2.5.2. The policy must provide a waiver of subrogation.

3. Additional Policy Provisions Required.

3.1 *Self-Insured Retentions or Deductibles.* Any self-insured retentions and deductibles must be declared and approved by City. If not approved, City may require that the insurer reduce or eliminate any deductible or self-insured retentions with respect to City, its officers, officials, agents, employees, and volunteers.

3.1.1. Consultant's insurance must contain broad form contractual liability coverage.

3.1.2. Consultant's insurance coverage must be primary insurance with respect to City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by City, its officers, officials, agents, and employees will be in excess of the coverage provided by Consultant and must not contribute to it.

3.1.3. Consultant's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

3.1.4. Coverage provided by Consultant must not be limited to the liability assumed under the indemnification provisions of this Agreement.

3.1.5. The policies must contain a severability of interest clause and waiver of subrogation against City, its officers, officials, agents, and employees, for losses arising from Work performed by Consultant for City. (Does not apply to Professional Liability coverage.)

3.1.6. Consultant, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of 3 years following completion and acceptance of the Work. Consultant must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this 3-year period containing all the Agreement insurance requirements, including naming City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.

3.1.7. If a Certificate of Insurance is submitted as verification of coverage, City will reasonably rely upon the Certificate of Insurance as evidence of coverage, but this

acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement.

3.2. *Insurance Cancellation During Term of Agreement.*

3.2.1. If any of the required policies expire during the life of this Agreement, Consultant must forward renewal or replacement Certificates to City within 10 days after the renewal date containing all the required insurance provisions.

3.2.2. Each insurance policy required by the insurance provisions of this Agreement must provide the required coverage and must not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to City, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice must be sent directly to Chandler Law-Risk Management Department, Post Office Box 4008, Mailstop 628, Chandler, Arizona 85225. If any insurance company refuses to provide the required notice, Consultant or its insurance broker must notify City of any cancellation, suspension, non-renewal of any insurance within seven (7) days of receipt of insurers' notification to that effect.

3.3 *City as Additional Insured.* The policies are to contain, or be endorsed to contain, the following provisions:

3.3.1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, Consultant; Products and Completed operations of Consultant; and automobiles owned, leased, hired, or borrowed by Consultant.

3.3.2. City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by Consultant even if those limits of liability are in excess of those required by this Agreement.

EXHIBIT "D"
SPECIAL CONDITIONS

1. Contract Worker Access Controls, Badge and Key Access Requirements. A Contract Worker from Consultant's firm must not be allowed to begin work in any City facility without: (A) The prior completion and City's acceptance of the required background screening; and (8) when required, the Contract Worker's receipt of a City issued badge. A badge will be issued to a Contract Worker solely for access to City facility(s) to which the Contract Worker is assigned. Each Contract Worker who enters a City facility must use the badge issued to the Contract Worker.
2. Badges. After receipt of the badge application, the Contract Worker will proceed to the Badging Office for processing of the badge application and issuance of the badge. City will not process the badge application until the Contract Worker satisfies the required Background Screening (as defined herein). The Contract Worker must comply with all requirements and furnish all requested information as requested by the Badging Office. Any and all fees associated with security badging will be assessed in compliance with Chandler City Code §4-22.
3. Key Access Procedures. If the Contract Worker's services require keyed access to enter a City facility(s), a separate key issue/return form must be completed and submitted by Consultant for each key issued.
4. Stolen or Lost Badges or Keys. Consultant must report lost or stolen badges or keys to City immediately. A new badge application or key issue form must be completed and submitted along with payment of the applicable fees prior to issuance of a new badge or key.
5. Return of Badges or Keys. All badges and keys are the property of City and must be returned to City at the Badging Office within one (1) business day of when the Contract Worker's access to a City facility is no longer required to furnish the services under this Agreement. Consultant must collect a Contract Worker's badge and key(s) upon the termination of the Contract Worker's employment; when the Contract Worker's services are no longer required at the particular City facility(s); or upon termination, cancellation or expiration of this Agreement.
6. Consultant's default under this Section must include, but is not limited to the following: (1) Contract Worker gains access to a City facility(s) without the proper badge or key; (2) Contract Worker uses a badge or key of another to gain access to a City facility; (3) Contract Worker commences services under this Agreement without the proper badge, key or Background Screening; (4) Contract Worker or Consultant submits false information or negligently submits wrong information to City to obtain a badge, key or applicable Background Screening; or (5) Consultant fails to collect and timely return Contract Worker's badge or key upon termination of Contract Worker's employment, reassignment of Contract Worker to another City facility or upon the expiration, cancellation or termination of this Agreement. Consultant acknowledges and agrees that the access control, badge and key requirements in this Section are necessary to preserve and protect

public health, safety and welfare. Accordingly, Consultant agrees to properly cure any default under this Section within three (3) business days from the date notice of default is sent by City. The parties agree that Consultant's failure to properly cure any default under this Section must constitute a breach of this Section. In addition to any other remedy available to City at law or in equity, Consultant must be liable for and must pay to City the sum of one thousand dollars (\$1,000.00) for each breach by Consultant of this Section. The parties further agree that the sum fixed above is reasonable and approximates the actual or anticipated loss to City at the time and making of this Agreement in the event that Consultant breaches this Section. Further, the parties expressly acknowledge and agree to the fixed sum set forth above because of the difficulty of proving City's actual damages in the event that Consultant breaches this Section. The parties further agree that three (3) breaches by Consultant of this Section arising out of any default within a consecutive period of three (3) months or three (3) breaches by Consultant of this Section arising out of the same default within a period of twelve (12) consecutive months will constitute a material breach of this Agreement by Consultant and City expressly reserves all of its rights, remedies and interests under this Agreement, at law and in equity including, but not limited to, termination of this Agreement.