



City Clerk Document No. _____

City Council Meeting Date: October 19, 2023

**CITY OF CHANDLER SERVICES AGREEMENT
PAVEMENT QUALITY INDEX SURVEY – ROAD MATRIX
CITY OF CHANDLER AGREEMENT NO. 4688**

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Stantec Consulting Services, Inc., an Arizona Corporation (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____, 2023 (Effective Date).

RECITALS

A. City proposes to provide professional services for data collection and providing a report assessing all of the roadway sections as more fully described in Exhibit A, which is attached to and made a part of this Agreement by this reference.

B. Contractor 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 contract with the Contractor 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 Contractor agree as follows:

SECTION I: DEFINITIONS

For purposes of this Agreement, the following definitions apply:

Agreement means the legal agreement executed between the City and the Contractor

City means the City of Chandler, Arizona

Contractor means the individual, partnership, or corporation named in the Agreement

Days means calendar days

May, Should means something that is not mandatory but permissible

Shall, Will, Must means a mandatory requirement

SECTION II: CONTRACTOR'S SERVICES

Contractor must perform the services described in Exhibit A to the 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 Contractor under this Agreement must be performed in a skilled and workmanlike manner. Unless authorized by the City in writing, all fixtures, furnishings, and equipment furnished by Contractor 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 III: PERIOD OF SERVICE

Contractor must perform the services described in Exhibit A for the term of this Agreement.

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 180 calendar days after the Effective Date.

SECTION IV: PAYMENT OF COMPENSATION AND FEES

4.1 Unless amended in writing by the Parties, Contractor's compensation and fees as more fully described in Exhibit B for performance of the services approved and accepted by the City under this Agreement must not exceed \$174,704. Contractor must submit requests for payment for 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 subcontractor's or supplier's actual requests for payment plus similar narrative and listing of their work. 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 completed on the service during the preceding month. All requests for payment must be submitted to the City for review and approval. The City will make payment for approved and accepted services within 30 days of the City's receipt of the request for payment.

4.2 Applicable Taxes. The Contractor will pay all applicable taxes. The City is subject to all applicable state and local transaction privilege taxes. To the extent any state and local transaction privilege taxes apply to sales made under the terms of this Agreement, it is the responsibility of the Contractor to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.

4.3 Tax Indemnification. The Contractor and all subcontractors will pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. The Contractor will and require all subcontractors to hold the City harmless from any responsibility for taxes, damages, and interest, if applicable, contributions required under Federal, state, and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security, and Worker's Compensation.

4.4 All prices offered herein shall be firm against any increase for the initial term of the Agreement. Prior to commencement of subsequent renewal terms, the City may approve a fully documented request for a price adjustment. The City shall determine whether any requested price increases for extension terms is acceptable to the City. If the City approves the price increase, the price shall remain firm for the renewal term for which it was requested. If a price increase is agreed upon by the Parties a written Agreement Amendment shall be approved and executed by the Parties.

SECTION V: GENERAL CONDITIONS

5.1 Records/Audit. Records of the Contractor's direct personnel payroll, reimbursable expenses pertaining to this Agreement and records of accounts between the City and Contractor must be kept on the basis of generally accepted accounting principles and must be made available to the City and its auditors for up to three years following the City's final acceptance of the services under this Agreement. The City, its authorized representative, or any federal agency, reserves the right to audit Contractor's records to verify the accuracy and appropriateness of all cost and pricing data, including data used to negotiate this Agreement and any amendments. The City reserves the right to decrease the total amount of Agreement price or payments made under this Agreement or request reimbursement from the Contractor following final contract payment on this Agreement if, upon audit of the Contractor's records, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data. The Contractor will include a similar provision in all of its contracts with subcontractors providing services under the Agreement Documents to ensure that the City, its authorized representative, or the appropriate federal agency, has access to the subcontractors' records to verify the accuracy of all cost and pricing data. The City reserves the right to decrease Contract price or payments made on this Agreement or request reimbursement from the Contractor following final payment on this Agreement if the above provision is not included in subcontractor agreements, and one or more subcontractors refuse to allow the 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 the Contractor has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Agreement billings, the Contractor will be liable for reimbursement of the reasonable, actual cost of the audit.

5.2 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 the City. However, before any modified work is started, a written amendment must be approved and executed by the City and the Contractor. Such amendment must not be effective until approved by the City. Additions to, modifications, or deletions from this Agreement as provided herein may be made, and the compensation to be paid to the Contractor may accordingly be adjusted by mutual agreement of the Parties. It is distinctly understood and agreed that no claim for extra work done or materials furnished by the Contractor will be allowed by the City except as provided herein, nor must the Contractor 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 the Contractor without prior written authorization will be at Contractor's own risk, cost, and expense, and Contractor hereby agrees that without written authorization Contractor will make no claim for compensation for such work or materials furnished.

5.3 Termination for Convenience. The City and the Contractor hereby agree to the full performance of the covenants contained herein, except that the 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 the Contractor. In the event the City abandons or suspends the services, or any part of the services as provided in this Agreement, the City will notify the Contractor in writing and immediately after receiving such notice, the Contractor must discontinue advancing the work specified under this Agreement. Upon such termination, abandonment, or suspension, the Contractor must deliver to the City all drawings, plans, specifications, special provisions, estimates and other work entirely or partially completed, together with all unused materials supplied by the City. The Contractor must appraise the work Contractor has completed and submit Contractor's appraisal to the City for evaluation. The City may inspect the Contractor's work to appraise the work completed. The Contractor will receive compensation in full for services performed to the date of such termination. The fee shall be paid in accordance with Section IV of this Agreement, and as mutually agreed upon by the Contractor and the 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 payment exceed the payment set forth in this Agreement nor as amended in accordance with Alteration in Character of Work. The City will make the final payment within 60 days after the Contractor has delivered the last of the partially completed items and the Parties agree on the final payment. If the 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.

5.4 Termination for Cause. The City may terminate this Agreement for Cause upon the occurrence of any one or more of the following events: in the event that (a) the Contractor fails to perform pursuant to the terms of this Agreement, (b) the Contractor is adjudged a bankrupt or insolvent, (c) the Contractor makes a general assignment for the benefit of creditors, (d) a trustee or receiver is appointed for Contractor or for any of Contractor's property (e) the Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, (f) the Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or (g) the Contractor fails to cure default within the time requested. Where Agreement has been so terminated by City, the termination will not affect any rights of City against Contractor then existing or which may thereafter accrue.

5.5 Indemnification. The Contractor (Indemnitor) must indemnify, defend, save and hold harmless the 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 the Contractor or any of its owners, officers, directors, agents, employees, or subcontractors 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 the Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Contractor must indemnify Indemnitee from and against any and all Claims, except those arising solely from Indemnitee's own negligent or willful acts or omissions. The Contractor is responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Agreement, the Contractor agrees to waive all rights of subrogation against Indemnitee for

losses arising from or related to this Agreement. The obligations of the Contractor under this provision survive the termination or expiration of this Agreement.

5.6 Insurance Requirements. Contractor 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 Contractor and its agents, representatives, employees, and subcontractors. Contractor and any subcontractors 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. The City in no way warrants that the minimum limits stated in Exhibit C are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Agreement by the Contractor, the Contractor's agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

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

5.8 Notices. Unless otherwise provided, notice 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 date notice is sent if by electronic mail, or (c) 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:

For the City

Name: Raquel McMahon
 Title: Procurement Officer
 Address: 175 S. Arizona Ave.
Chandler, AZ 85225
 Phone: 480-782-2400
 Email: raquel.mcmahon@chandleraz.gov

For the Contractor

Name: Gabe Cimini
 Title: Managing Leader
 Address: 3133 W. Frye Rd., Ste. 300
Chandler, AZ 85226-5110
 Phone: 519-585-7470
 Email: gabe.cimini@stantec.com

5.9 Successors and Assigns. City and Contractor 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 the City nor the Contractor 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 the City.

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

5.11 Completeness and Accuracy of Contractor's Work. The Contractor must be responsible for the completeness and accuracy of Contractor's services, data, and other work prepared or compiled under Contractor's obligation under this Agreement and must correct, at Contractor's expense, all willful or negligent errors, omissions, or acts that may be discovered. The fact that the City has accepted or approved the Contractor's work will in no way relieve the Contractor of any of Contractor's responsibilities.

5.12 Withholding Payment. The City reserves the right to withhold funds from the Contractor's payments up to the amount equal to the claims the City may have against the Contractor 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 the City under the provisions of Section 38-511, Arizona Revised Statutes (A.R.S.).

5.14 Independent Contractor. For this Agreement the Contractor constitutes an independent contractor. Any provisions in this Agreement that may appear to give the City the right to direct the Contractor as to the details of accomplishing the work or to exercise a measure of control over the work means that the Contractor must follow the wishes of the 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, the Contractor must assign to the City the key personnel that will be involved in performing services prescribed in the Agreement. The City may acknowledge its acceptance of such personnel to perform services under this Agreement. At any time hereafter that the Contractor desires to change key personnel while performing under the Agreement, the Contractor must submit the qualifications of the new personnel to the City for prior approval. The Contractor will maintain an adequate and competent staff of qualified persons, as may be determined by the City, throughout the performance of this Agreement to ensure acceptable and timely completion of the Scope of Services. If the City objects, with reasonable cause, to any of the Contractor's staff, the Contractor must take prompt corrective action acceptable to the City and, if required, remove such personnel from the Project and replace with new personnel agreed to by the City.

5.16 Subcontractors. Prior to beginning the work, the Contractor must furnish the City for approval the names of subcontractors to be used under this Agreement. Any subsequent changes are subject to the 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 Laws. Contractor understands, acknowledges, and agrees to comply with the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and

the Drug Free Workplace Act of 1989. All services performed by Contractor must also comply with all applicable City of Chandler codes, ordinances, and requirements. Contractor agrees to permit the City to verify Contractor's compliance.

5.19 No Israel Boycott. By entering into this Agreement, Contractor certifies that Contractor 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 the City from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees Contractor and each subcontractor 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 Contractor's or subcontractor's employee who provides services under this Agreement to ensure that the Contractor and subcontractors comply with the warranty under this provision.

5.21 Lawful Presence Requirement. A.R.S. §§ 1-501 and 1-502 prohibit the City from awarding a contract 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 contract award. This requirement does not apply to business organizations such as corporations, partnerships, or limited liability companies.

5.22 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.

5.23 Covenant Against Contingent Fees. Contractor 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 Contractor's firm. For breach or violation of this warrant, the 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.

5.24 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.

5.25 Disclosure of Information Adverse to the City's Interests. To evaluate and avoid potential conflicts of interest, the Contractor must provide written notice to the City, as set forth in this Section, of any work or services performed by the Contractor for third parties that may involve or be associated with any real property or personal property owned or leased by the City. Such notice must be given seven business days prior to commencement of the services by the Contractor for a third party, or seven business days prior to an adverse action as defined below. Written notice and disclosure must be sent to the City's Purchasing and Materials Manager. 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 the City; or (b) testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against the City; or (c) using data to produce income for the Contractor or its employees independently of performing the services under this Agreement, without the prior written consent of the City. Contractor represents that except for those persons, entities, and projects identified to the City, the services performed by the Contractor 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 the City's interests. Contractor'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.

5.26 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 the Contractor or its subcontractors 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 the Contractor or its subcontractors in connection with the Contractor's or its subcontractor's performance of this Agreement is confidential and proprietary information belonging to the City. Except as specifically provided in this Agreement, Contractor or its subcontractors must not divulge data to any third party without the City's prior written consent. Contractor or its subcontractors 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 the Contractor or its subcontractors have first given the required notice to the City: (a) data which was known to the Contractor or its subcontractors prior to its performance under this Agreement unless such data was acquired in connection with work performed for the City; or (b) data which was acquired by the Contractor or its subcontractors in its performance under this Agreement and which was disclosed to the Contractor or its subcontractors by a third party, who to the best of the Contractor's or its subcontractors knowledge and belief, had the legal right to make such disclosure and the Contractor or its subcontractors 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 the Contractor or its subcontractors are subject. In the event the Contractor or its subcontractors are required or requested to disclose data to a third party, or any other information to which the Contractor or its subcontractors became privy as a result of any other contract with the City, the Contractor must first notify the City as set forth in this Section of the request or demand for the data. The Contractor or its subcontractors must give the City sufficient facts so that the City can be given an opportunity to first give its consent or take such action that the City may deem

appropriate to protect such data or other information from disclosure. Unless prohibited by law, within ten calendar days after completion or termination of services under this Agreement, the Contractor or its subcontractors must promptly deliver, as set forth in this Section, a copy of all data to the City. All data must continue to be subject to the confidentiality agreements of this Agreement. Contractor or its subcontractors assume all liability to maintain the confidentiality of the data in its possession and agrees to compensate the City if any of the provisions of this Section are violated by the Contractor, its employees, agents or subcontractors. 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. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. A violation of this Section may result in immediate termination of this Agreement without notice.

5.27 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 Contractor and any of its subcontractors. At a minimum, Contractor 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 Contractor or its subcontractors in connection with this Agreement is believed to have been compromised, Contractor or its subcontractors must immediately notify the City contact. Contractor agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. 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 Contractor or its subcontractors under this Section must survive the termination of this Agreement.

5.28 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.

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

5.30 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.

5.31 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.

5.32 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.

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

5.34 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 the 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.

5.35 Delivery. All prices are F.O.B. Destination and include all delivery and unloading at the specified destinations. The Contractor will retain title and control of all goods until they are delivered and accepted by the City. All risk of transportation and all related charges will be the responsibility of the Contractor. All claims for visible or concealed damage will be filed by the Contractor. The City will notify the Contractor promptly of any damaged goods and will assist the Contractor in arranging for inspection.

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

5.37 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 the Exhibits, the provisions in this Agreement prevail.

5.38 Document/Information Release. Documents and materials released to the Contractor, which are identified by the City as sensitive and confidential, are the City's property. The document/material must be issued by and returned to the City upon completion of the services under this Agreement. Contractor's secondary distribution, disclosure, copying, or duplication in any manner is prohibited without the 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.

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

- Exhibit A - Project Description/Scope of Services
- Exhibit B - Compensation and Fees
- Exhibit C - Insurance Requirements
- Exhibit D - Special Conditions

5.40 Special Conditions. As part of the services Contractor provides under this Agreement, Contractor 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.

5.41 Cooperative Use of Agreement. In addition to the City of Chandler and with approval of the Contractor, 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 and/or procurement rules and regulations of the respective political entity.

If required to provide services on a school district property at least five times during a month, the Contractor will submit a full set of fingerprints to the school of each person or employee who may provide such service. The District will conduct a fingerprint check in accordance with A.R.S. 41-1750 and Public Law 92-544 of all Contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the District. Additionally, the Contractor will comply with the governing body fingerprinting policies of each individual school district/public entity. The Contractor, sub-contractors, vendors and their employees will not provide services on school district properties until authorized by the District.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City will not be responsible for any disputes arising out of transactions made by other agencies who utilize this Agreement.

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

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

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

5.45 Emergency Purchases. City reserves the rights to purchase from other sources those items, which are required on an emergency basis and cannot be supplied immediately by the Contractor.

5.46 Non-Exclusive Agreement. This agreement is for the sole convenience of the City of Chandler. The City reserves the right to obtain like goods or services from another source when necessary.

5.47 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 expenditure. The City does not represent that this budget item will be actually adopted. This determination is solely made by the City Council at the time Council adopts the budget.

This Agreement shall be in full force and effect only when it has been approved and executed by the duly authorized City officials.

FOR THE CITY

By: _____

Its: Mayor_____

FOR THE CONTRACTOR

By: Gabe Cimini_____

Managing Principal
Its: _____

APPROVED AS TO FORM:

By: _____
City Attorney *JMB*

ATTEST:

By: _____
City Clerk

EXHIBIT A TO AGREEMENT SCOPE OF SERVICES



Stantec Consulting Services Inc.
3133 West Frye Road Suite 300, Chandler AZ 85228-5110

August 11, 2023
File: 174581009.012.240

Attention: Charlie Serna, Streets Program Manager
City of Chandler
Public Works & Utilities / Streets
975 E. Armstrong Way
PO Box 4008, Mail Stop 909
Chandler, AZ 85244-4008

Dear Mr. Serna,

Reference: Proposal for 2023/24 Pavement Condition Assessment and RoadMatrix™ Reporting

As requested, please find herein our proposal for the 2023/24 roads condition assessment, RoadMatrix™ update and reporting.

1 Scope of Work

The CONTRACTOR shall provide for the collection of pavement condition data on the City's entire paved road network and a comprehensive review and database update of City's existing Pavement Management Software, RoadMatrix™. CONTRACTOR shall provide a pavement management report based on future budgetary analysis to achieve certain PQI values over a certain number of years. Stantec will build the required budgets in RoadMatrix™ and will report the results for use by City staff for future planning and budget allocation. More details are provided in the sections below.

1.1 Pavement Management System Upgrade and Data Collection Methodologies

The CONTRACTOR's pavement management systems shall be setup for the City to provide consistent, repeatable and meaningful results. CONTRACTOR's systems shall provide ease of interface and communication with other software systems such as geographic information systems (GIS), maintenance management systems (MMS), and existing highway/roadway inventory databases.

1.1.1 Equipment and Methodology

The CONTRACTOR's RT3000 data collection vehicle shall be used to complete both the surface condition and roughness data components of this project.

Contractor shall have the same project manager and survey crew throughout the duration of the project to ensure consistency in data collection and rating of various pavement distresses.

Design with community in mind

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Reference: Proposal for 2023/24 Pavement Condition Assessment and RoadMatrix™ Reporting

1.1.2 Surface Distress

The CONTRACTOR shall utilize a semi-automatic process where pavement downward images are captured automatically and visual distress evaluations for non-crack distresses are recorded in real-time on an event keyboard while the RT3000 traverses the road network.

Contractor shall evaluate each surface distress on the basis of two components: **Severity** and **Extent**. **Severity** is defined as 'How bad is the defect?' in terms of the width or degree of wear associated with the condition. An example of a severity measurement includes the width of a crack. The second component evaluates the **Extent** or 'How much is there?' in terms of the quantity of the surface the distress covers. Examples of measures used for extent would include the length of transverse cracks, length of longitudinal cracking or the pavement area affected by alligator cracking.

The RT3000 will collect surface distress data on approximately 993 miles of paved roads within the City in **one direction only (one pass)** unless the road is divided and/or have 4 or more lanes, in which case both directions will be surveyed, one pass per direction.

Our RT-3000 simultaneously collects pavement condition, GPS, and digital image data streams. It collects all surface condition data, roughness, rutting, and imagery required. It uses sub-systems for the collection of roughness data, right-of-way (ROW) imagery, GPS, as well as the Laser Crack Measuring System (LCMS).

1.1.2.1 Laser Crack Measuring System (LCMS)

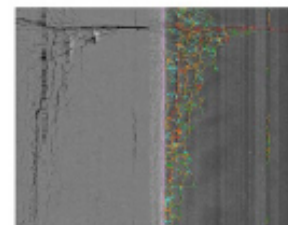
Stantec's equipment collects all physical pavement surface defects, utilizing our RT-3000's Laser Crack Measuring systems (LCMS) and downward imaging technology.

Stantec's LCMS uses laser line projectors, high speed cameras, and advanced optics, to acquire high resolution 3D profiles of the road. This unique 3D vision technology allows for automatic pavement condition assessments of asphalt, porous asphalt, chip seal, and concrete surfaces.

The LCMS acquires both 3D and 2D image data of the road surface with 1mm resolution, over a 13-foot lane width, at survey speeds up to 60 mph. This data collection technique does not impact road users as the vehicle travels at posted speeds.

The pavement imagery captured by the RT-3000 is subsequently post-processed through Stantec's Imaging Workstation. This system was specifically designed for pavement surface analysis, using both the 3D and 2D pavement imagery components of the LCMS, as well as the collected ROW images. The Imaging Workstation expedites the distress rating process with built-in tools and synchronized images, from multiple cameras. The software is used to detect and analyze cracks, lane markings, ruts, macro-texture, patches, raveling, and potholes. As a result, **Each distress is measured, not estimated**, and tagged with a linear reference and corresponding GPS coordinates. The distress data is collected **continuously**, then processed and summarized at 100-foot intervals.

Based on experience that we developed driving and rating 1000's of miles of road, we concluded that some surface deficiencies and distresses (e.g., raveling) are best collected using visual assessment. Our fully trained crew will utilize a specialized keyboard in our RT-3000 to collect these other distresses when



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applicable. In the RT-3000, Stantec employs a real-time event-recording keyboard to capture any distress/attribute information that cannot be assessed accurately by the LCMS approach. Unlike other vendors, who utilize similar digital collection rating systems as a main component of a windshield style survey, our RT-3000 technicians do not evaluate and quantify any cracking distresses while driving the streets. Rating cracking by means of a windshield approach has proven to be more subjective and can yield inconsistent results from year to year. Given our experience using various technologies, we feel the LCMS downward imaging objective data process is the best method to ensure consistency and repeatability of the results.

1.1.2.2 Distress Rating Protocols

For this project, pavement distresses will be rated in accordance with the RoadMatrix™ PMA Asphalt Rating System in which 13 distresses are collected for severity and extent. The asphalt distresses include the following:

Flexible Pavement Distresses	
- Progressive Edge Cracking - Alligator Cracking - Potholes (Count only) - Block/Map Cracking - Longitudinal Cracking - Transverse Cracking - Wheel Track Rutting	- Patching - Rippling & Shoving - Raveling/Streaking - Flushing & Bleeding - Distortion - Excessive Crown

1.1.3 Longitudinal Profile (Roughness) and Rutting Survey

The pavement roughness (longitudinal profile) and rutting (transverse profile) surveys will be completed at the same time as the surface distress survey using the RT3000 vehicle. Also similar to the surface distress survey, the roughness and rutting survey will be completed on approximately **993 survey miles** of paved roads similar to the surface distress survey.

The RT3000 incorporates an ASTM E950 *certified* Class I profiler configured to capture longitudinal profile measurements and International Roughness Index (IRI) values in both wheel paths.

The collection of longitudinal profile/roughness data is fully automated. The IRI data is collected continuously and will be summarized at **100-foot** intervals. All collected data will be tagged with GPS coordinates and linear referencing measurements.



The specialized profile measurement system, mounted on the front bumper of the RT3000 survey vehicle, employs two sensing devices:

- **Laser Height Sensors** that measure the distance between the vehicle and the pavement surface, while the vehicle is traveling at posted speed or less.
- **Accelerometers** that measure the vertical acceleration of the vehicle as it bounces in response to the pavement surface profile.

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The collected roughness data will be processed and summarized in 100-foot intervals, and an average **International Roughness Index (IRI)** will be computed for each roadway section, in the final deliverable table. Areas prohibiting measurement of IRI will be documented and provided with an override value, based on testing performed on adjacent sections of the same road. IRI results will be processed within RoadMatrix™ to calculate the Ride Condition Index (RCI).

The RT3000 will also measure transverse profile and rut depths, using at least five high precision, laser-based, height-measuring sensors. All rut data will be processed at 100-foot intervals. Average rut values, for both wheel paths, will be provided in the final deliverable table, and the values will be used in the rating criteria used for rutting in the surface distress evaluations described below.

1.1.3.1 Forward Facing Right-of-Way Imagery

High-resolution Right-of-Way (ROW) digital images will be collected during the pavement condition survey on approximately **993 survey miles** of road. The ROW will be processed and linked to corresponding sections to allow for virtual videos to be viewed for each road sections using the built-in image viewer in RoadMatrix™. The ROW images will be used to:

- Provide the City with time-stamped street view imagery that can be viewed within RoadMatrix™ and within ArcMap as a virtual video.
- Perform QA/QC on distress ratings by Stantec team.
- Extract asset inventory (Optional).



Stantec's RT3000 collects the digital imagery using a single high resolution **360° Camera System**. Our 360° Camera System is composed of six 5.0-Megapixel cameras mounted on a singular lever activated support, for the collection of individual or panoramic imagery. The resulting image database contains industry standard JPEGs with geo-referenced information. The images will be collected continuously and will be used to create a virtual video of each surveyed road section. The ROW images will be delivered to the City on a hard drive that becomes the property of the City.

2 Work Plan

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

The following is a list of the Tasks involved in this project:

2.1 Project Management

This task provides for Project Initiation, Project Set-up and Mobilization in preparation for the fieldwork and Project Management throughout the project. Specifically, these items include the following:

Project Initiation covers the administration of the contract and the provision of the insurance certificates;

Project Setup covers the preparation of the information the field survey crew requires prior to starting the field survey. This includes both electronic files, hard copy database listing and reference maps;

Project Management applies to the coordination and supervision of the entire project.

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	Description
Objective	Within two weeks of receipt of the notice to proceed, a project initiation meeting will be held remotely with the City's project team.
Activities	Introduce key staff and their roles for the project Establish primary lines of communication. Agree upon scheduling requirements and possible constraints. Review pavement inventory and condition rating criteria and formats. QA/QC requirements and procedures. Agree on all project deliverables.
Critical Issues	Availability of the network definition in digital format. Availability of City staff to gather data required for the field survey setup.
Deliverables	Mapping and related QA/QC field books that will be utilized during field surveys. Optimized routing for the survey vehicle.

2.2 Network Sectioning

Since the last Pavement Management condition update, the road network maintained by the City has likely grown as a result of development or jurisdiction revisions. As a result, the RoadMatrix™ database should be updated to include any new road segments in the analysis.

The CONTRACTOR and the City would identify the most appropriate source of information, such as the GIS, to add the required street segments into RoadMatrix™. In addition to identifying the road segments to be added, it is necessary to ensure that the appropriate attributes of each road segment are populated. This includes such attributes as location, widths, traffic, pavement structure, curb, etc. Where this information is not readily available, CONTRACTOR would consult with the City at identifying appropriate default values to allow these roads to be analyzed fully within RoadMatrix™.

2.3 SDI and RCI Data Collection

This task involves the field survey conducted by the RT3000 survey vehicle and crew. This survey includes the collection of 13 different surface distress and ride or roughness condition data. From this data, RoadMatrix™ generates 3 indexes, Surface Distress Index (SDI), Ride Condition Index (RCI) and an overall Pavement Quality Index (PQI). 1,000 test miles of city streets has been estimated to accommodate new streets and any divided or multilane street sections that require return runs.

	Description
Objective	Collect pavement distress and roughness and video on the entire City road network.
Activities	Demonstrate to City's project team the capabilities and procedures used on the RT3000 to collect the surface condition and roughness data on a block by block basis. Surface Distress Evaluation Longitudinal Profile
Critical Issues	Lighting and weather conditions can adversely affect the quality of the road distress data collection; therefore, the following guidelines will be used to ensure the success of the fieldwork: • Surveying will not commence within one hour of sunrise and one hour of sunset. • Surveying will not commence during wet conditions. The roads must be completely dry before testing can commence. • All major roads will be surveyed at a time when traffic volume is lower (mid-morning, early afternoon, or weekends).

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	Description
	The crew will make note of any field instances that may disrupt the roughness sensors and cause erroneous results for IRI (e.g., Railway crossings, dirt/gravel on roadway). The crew will make note of all sections that are under construction. The crew will make note of any sections that only have the first lift (base lift) of asphalt down. Streets and sidewalks that exist in the field and not in the network definition files will be recorded and passed on to the Project Manager for discussion/resolution with the City.
Deliverables	Pavement condition and roughness data for analysis.

2.4 Data QA/QC, Edit & Upload

This task provides for the effort required to: (1) review the collected data, (2) apply any edits, as noted in the survey crew's RT field log book, and (3) and provide an upload file of the new condition data into the upgraded Pavement Management Application (RoadMatrix™) software.

2.5 Database Validation and Health Check

This task provides for a review and validation of the current database. This will produce a report showing, if any, inventory and attribute data that is missing or is outside of certain criteria. This is a necessary step prior to database update into the new RoadMatrix™ V.8.1.3.

2.6 Software and Data Update

RoadMatrix™ Pavement Management Software license

This task provides for the RoadMatrix™ software license as per current user agreement.

2.6.1 Assemble/Install Software

	Description
Objective	To expedite technology transfer on RoadMatrix™ functionality and Engineering Concepts
Activities	Install RoadMatrix™ software on site
Critical Issues	IT Coordination
Deliverables	RoadMatrix™ Installed on site at the City Provide User and Engineering Manuals

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2.6.2 System and Data Update and Review

	Description
Objective	To ensure that the RoadMatrix™ software is fully operable with all required data elements and models converted from the existing version so as to provide representative and meaningful pavement management results
Activities	CONTRACTOR to test fully loaded RoadMatrix™ system and analyses Review with City final outputs for "reasonableness" Create Metadata document to finalize all data sources, engineering models and parameter setups
Critical Issues	Staff availability for review and "sign off" on RoadMatrix™ Metadata document and system installation.
Deliverables	Metadata document Fully loaded and functional RoadMatrix™ installed on site at the City on users computers.

2.7 Reporting

Stantec will generate a draft and final reports summarizing the following:

- Project background and data collection approach.
- List of sections that are not collected, if any, and the reason.
- Present network status and needs.
- Color-coded present status PQI map.
- Budget analysis including up to 8 budget scenarios that will be agreed upon with the City's project team. Example of previously analysed budgets are:
 - Achieve a network lane-length weighted PQI of 70 over 10 years.
 - Achieve a network lane-length weighted PQI of 75 over 10 years.
 - Achieve a network lane-length weighted PQI of 80 over 10 years.
 - Budget Analysis – Child Budget - Spend \$7.0M/Yr. on Mill and Inlay treatments.
 - Budget Analysis – Child Budget - Spend \$0.9M/Yr. on Slurry Seal.
 - Budget Analysis – Child Budget - Spend \$0.9M/Yr. on Fog Seal.
 - Budget Analysis – Child Budget - Spend \$0.2M/Yr. on Crack Seal.
 - Budget Analysis – Super Budget Dynamic – Combine all child budgets above.

A draft report will be delivered to the City in PDF format after being QA/QC checks have been completed by our project manager. A final report will be generated after implementing any comments/changes the City may have on the draft report.

3 Project Schedule

The project schedule is presented in two parts: part one is the schedule for the data collection component and part two presents the schedule for the additional tasks. The schedule can be adjusted to meet the City's needs or if the contract award date is delayed for any reason. It is our experience that many of the tasks can be initiated simultaneously and can be completed independently of others.

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CONTRACTOR has the capacity and capability to meet the schedule. CONTRACTOR has extensive equipment and manpower resources to commit to the project to ensure successful on time and within budget completion of the work.

Task	Duration
Project initiation and setup	3 weeks
Data collection and survey	9-10 weeks
Data upload	4 weeks
System and data review	2 weeks
RoadMatrix™ upgrade	1 week
Final system update / Analyses / Assembly / Delivery	1 week
Reporting	2 weeks
Total Duration	Approximately 6.0 months from NTP

EXHIBIT B TO AGREEMENT
COMPENSATION AND FEES

4 Pricing

Our fees for completing the scope of work as presented above is as follows.

Task	Task Description	Sub-Total
Project Kickoff, Setup and Management	Project Kickoff, Setup, and Equipment and Crew Mobilization	\$8,000.00
	Project Management and QA/QC	\$12,300.00
Data Collection and Processing	Field Data Collection (993 miles @\$128.00/mile)	\$127,104.00
	Data Processing and Delivery	\$11,300.00
Reporting	Draft and Final Reports (PDF)	\$11,000.00
Total Project (Lump Sum) ^{1,2}		\$169,704.00

Optional Tasks

Optional Task	Cost
Right-of-Way (ROW) Images Collection and Processing	\$5,000.00

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5 Terms and Conditions

Any City supplied Contract, Services Agreement, or Purchase Order terms will require Stantec’s Risk Management review and approval prior to execution.

Looking forward to working with the City again on this exciting project.

Regards,

Stantec Consulting Services Inc.

Jadoun,
Fadi

Digitally signed by Jadoun, Fadi
Date: 2023.08.11 08:51:49 -07'00'

Fadi Jadoun Ph.D., P.E.
Senior Associate, Infrastructure
Management & Pavement Engineering
Phone: (480) 255-0829
Fadi.Jadoun@stantec.com



Digitally signed by Cimini, Gabe
Date: 2023.08.11 13:11:34 -04'00'

Gabe Cimini
Managing Leader, Infrastructure
Management & Pavement Engineering
Phone: (519) 585-7470
Gabe.cimini@stantec.com

EXHIBIT C TO AGREEMENT INSURANCE

INSURANCE

General.

- A. At the same time as execution of this Agreement, the Contractor shall furnish the 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 shall not be deemed to apply to required Workers' Compensation coverage.
- B. The Contractor and any of its subcontractors shall 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.
- C. The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.
- D. The City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect Contractor from liabilities that might arise out of the performance of the Agreement services under this Agreement by Contractor, its agents, representatives, employees, subcontractors, and the Contractor is free to purchase any additional insurance as may be determined necessary.
- E. Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve the Contractor 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.
- F. Use of Subcontractors: If any work is subcontracted in any way, the Contractor shall execute a written contract with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of the Contractor in this Agreement. The Contractor is responsible for executing the Agreement with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.

Minimum Scope and Limits of Insurance. The Contractor shall provide coverage with limits of liability not less than those stated below.

- A. *Commercial General Liability-Occurrence Form.* Contractor 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.

- B. *Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles*
Vehicle Liability: Contractor must maintain Business/Automobile Liability insurance with a limit of \$1,000,000 each accident on Contractor owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor'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.

- C. *Workers Compensation and Employers Liability Insurance:* Contractor must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor 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.

- D. *Professional Liability.* If the Agreement is the subject of any professional services or work performed by the Contractor, or if the Contractor engages in any professional services or work adjunct or residual to performing the work under this Agreement, the Contractor must maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by the Contractor, or anyone employed by the Contractor, or anyone whose acts, mistakes, errors and omissions the Contractor 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 three years past completion and acceptance of the work or services, and the Contractor, 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 three year period.

Additional Policy Provisions Required.

- A. *Self-Insured Retentions or Deductibles.* Any self-insured retentions and deductibles must be declared and approved by the City. If not approved, the City may require that the insurer reduce or eliminate any deductible or self-insured retentions with respect to the City, its officers, officials, agents, employees, and volunteers.
 - 1. The Contractor's insurance must contain broad form contractual liability coverage.

2. The Contractor's insurance coverage must be primary insurance with respect to the City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, agents, and employees shall be in excess of the coverage provided by the Contractor and must not contribute to it.
3. The Contractor'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.
4. Coverage provided by the Contractor must not be limited to the liability assumed under the indemnification provisions of this Agreement.
5. The policies must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from Work performed by the Contractor for the City.
6. The Contractor, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of three years following completion and acceptance of the Work. The Contractor must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this three year period containing all the Agreement insurance requirements, including naming the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.
7. If a Certificate of Insurance is submitted as verification of coverage, the 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.

B. *Insurance Cancellation During Term of Contract/Agreement.*

1. If any of the required policies expire during the life of this Contract/Agreement, the Contractor must forward renewal or replacement Certificates to the City within ten days after the renewal date containing all the required insurance provisions.
2. Each insurance policy required by the insurance provisions of this Contract/Agreement shall provide the required coverage and shall not be suspended, voided or canceled except after 30 days prior written notice has been given to the City, except when cancellation is for non-payment of premium, then ten days prior notice may be given. Such notice shall 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, the Contractor or its insurance broker shall notify the City of any cancellation, suspension, non-renewal of any insurance within seven days of receipt of insurers' notification to that effect.

- A. *City as Additional Insured.* The policies are to contain, or be endorsed to contain, the following provisions:
1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: The City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, the Contractor including the City's general supervision of the Contractor; Products and Completed operations of the Contractor; and automobiles owned, leased, hired, or borrowed by the Contractor.
 2. The City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Agreement.

EXHIBIT D TO AGREEMENT SPECIAL CONDITIONS

INTELLECTUAL PROPERTY

City Ownership of Project Documents. All work products (electronically or manually generated) including, but not limited to: plans, specifications, cost estimates, tracings, studies, design analyses, original drawings, Computer Aided Drafting and Design (CADD) file diskettes which reflect all final drawings, and other related documents which are prepared in the performance of this Agreement (collectively referred to as "Documents") are to be and remain the property of the City and are to be delivered to the City Representative before the final payment is made to the Contractor. In the event these Documents are altered, modified or adapted without the written consent of the Contractor, which consent the Contractor shall not unreasonably withhold, the City agrees to hold the Contractor harmless to the extent permitted by law from the legal liability arising out of the City's alteration, modification or adaptation of the Documents.

Contractor to Retain Copyrights. The copyrights, patents, trade secrets or other intellectual property rights associated with the ideas, concepts, techniques, inventions, processes or works of authorship developed or created by the Contractor, its subcontractors or personnel, during the course of performing this Agreement or arising out of the Project shall belong to the Contractor.

License to City for Reasonable Use. With this Agreement, the Contractor and its subcontractors hereby grant a license to the 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. In the event that the derivative works require the City to alter or modify the Documents, then the provisions of this section apply.

Documents to Bear Seal. The Contractor and its subcontractors shall endorse by professional seal all plans, works, and deliverables prepared by each for this Agreement as required by state law.