



City Clerk Document No. _____

City Council Meeting Date: October 17, 2024

**CITY OF CHANDLER SERVICES AGREEMENT
GENERAL PLAN UPDATE AND COMPREHENSIVE HOUSING PLAN
CITY OF CHANDLER AGREEMENT NO. DS5-918-4808**

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Logan Simpson Design, Inc., an Arizona corporation (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____, 2024 (Effective Date).

RECITALS

A. City proposes to enter an agreement for a General Plan update and a Comprehensive Housing Plan 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.

Following execution of this Agreement by City, the Contractor will immediately commence work and will complete all services described within 20 months from the date the Contractor is notified to proceed.

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 \$525,000. 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: Christina Pryor
Title: Procurement and Supply Senior Manager
Address: 175 S. Arizona Ave., 3rd Floor
Chandler, AZ 85225
Phone: 480-782-2403
Email: christina.pryor@chandleraz.gov

For the Contractor

Name: Megan Moore
Title: Project Manager
Address: 51 W. Third St., Suite 450
Tempe, AZ 85281
Phone: 970-449-4100
Email: mmoore@logansimpson.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 Reserved.

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: Bruce Meighen _____

Its: CEO and President _____

APPROVED AS TO FORM:

By: _____

City Attorney

JMB

ATTEST:

By: _____

City Clerk

EXHIBIT A SCOPE OF SERVICES

GENERAL PLAN UPDATE SCOPE OF SERVICES

The General Plan Update (GPU) will be completed in 20 months in a collaborative fashion as outlined in the following four phases below. The GPU will start at the same time as the Comprehensive Housing Plan (CHP) and run concurrently until approval of the CHP in June 2025. The CHP will be referenced in the GPU in the overview and will inform the applicable sections, goals, and policies. The GPU is projected to be approved by City Council (CC) in February 2026 with final documentation and native files provided to city staff (CS) in April 2026, allowing ample time for the city to meet statutory timelines related to voter ratification.

PHASE 1- PROJECT START-UP

This phase will span the entire process, beginning with preliminary administrative tasks and adoption of the Public Participation Plan (P3) within the first three months of the process. Monthly in-person coordination meetings are anticipated to be held as needed until the end of the process. The Community Advisory Committee (CAC) kickoff meeting is described in this Phase but will not occur until after the CC kickoff meeting and their selection of the CAC.

1.1 Facilitate Preliminary Administrative Tasks

Preliminary administrative tasks include the collection and review of plans and data as well as CS kickoff meeting, which will refine and set the process up for success. At the end of the first three months, the consultant team (CT) will provide CS with an Existing Conditions Report which will be designed in accordance with topics pertinent to the GPU.

1.1a. Review the General Plan and background materials.

During this early timeframe, the CT will hold collaborative discussions with CS to determine both the strengths and weaknesses of the plan and what is and what is not working in its administration. The teams will discuss the initial plan outline and initial plan audit spreadsheet as a precursor to this effort in partnership with the Technical Advisory Committee (TAC) later in the process. Other important city policy documents will be reviewed at this time too such as the City Council's strategic plan.

1.1b. Hold CS kickoff meeting.

Within 30 calendar days of contract award, a hybrid kickoff meeting will be held for approximately two hours. The primary purpose of this meeting will be to introduce the CT to assigned CS, review communication protocols, and review/refine the project schedules, obtain advice, and ideas about the direction and horizon of the GPU as well as the concurrent CPH. Additionally, CT and CS will collaboratively discuss initial goals and opportunities along data needs and acquisition, website development, and identify key inclusions in the public participation plan including the makeup and frequency of meetings with the advisory committees and other community outreach meetings.

1.1c. Gather GIS data and technical information.

The CT's GIS and technical staff will partner with the city's GIS staff to ensure delivery of the necessary GIS data and technical information for both the GPU and CHP. The CT will set up separate monthly technical coordination meetings to be held as needed with technical professionals to be helpful. Later in the process, the CT will provide a draft list of projected GIS maps for including into both plans and will coordinate with CS technical team on provision of GIS shapefiles and ArcGIS StoryMaps.

1.2 Draft the Public Participation Plan (P3)

This task will establish the GPU's community engagement approach and scope. Based on CS collaboration and feedback, the CT will prepare an extensive and inclusive outreach program. A standalone Public Participation Plan (P3) adopted by CC will be drafted to meet state statutes, serve as an updateable, living document throughout the process, outlining an overall schedule of events, notification techniques, strategies, and tools for gathering input, and both in-person and digital event format and venues. The CT's engagement approach is designed to keep community members informed throughout the planning process, gather feedback at critical points, and create local champions or ambassadors. A participation tracking system will ensure we hear from a broad representative demographic, including residents, business owners, employees, elected and appointed officials, visitors to the area, community groups and non-profits, and other invested partners. The P3 will include strategies and techniques to engage under-represented communities, such as youth, minority, low-income, and non-English speaking groups. The following list highlights several important components of the P3, and anticipated events and techniques are further articulated in Phase 2 Visioning and Gathering Input section of this scope.

- **Branding Suite.** The CT will collaborate with the Communication and Public Affairs (CAPA) Department and CS to create a unifying brand for the GPU. The intent is to build a unique and recognizable look with consistent messaging for the planning process and documents and meeting the city's branding standards. This branding suite will include templates for documents, maps, and printed materials as well as wearable items and swag that the city can purchase to match the established and approved brand created.
- **In-Person Engagement.** The CT will articulate a suggested series of in-person engagement events such as drop-in events, public workshops, TEDTalk events, educational public meetings with city boards, and immersion showcase events. The P3 will evolve these suggestions as discussed and refined with CS and CC.
- **Online Engagement.** The P3 will articulate online activities such as a project website, questionnaires, visual preference activities, and interactive community mapping to engage those unable to attend the meetings. These engagement opportunities will be marketed through material that the CT creates, and CS distributes to social media outlets, newsletter publications, and other methods.
- **Participation Tracking Suite.** The CT will develop a participation tracking tool that can quantify engagement based on certain characteristics. The CT will use this system to track participation from in-person events as well as online engagement to identify where we may need to pivot our approach to better engage underrepresented community members. The CT anticipates tracking the following characteristics of participants:
 - Geographic location: city resident, adjacent city, or county resident
 - Relationship to the city: business owner, resident, employee, and/or visitor
 - Demographics: age, race/ethnicity, and income level
 - Homeowner or renter
 - Full-time or second-home occupancy
- **Under-Represented Engagement.** The CT will host and facilitate select events in Spanish, with Spanish interpretation available by the CT or city. All engagement notification materials will be translated by CT or city and distributed in both English and Spanish. In addition, working with government and public policy classes, youth groups, student governments, and children in after school programs, and recreation and summer camps will reach voices typically left behind in planning processes.
- In the CT's experience, many community members find it hard to participate in in-person events due to the lack of childcare. While youth of all ages are welcome at any of the

events, with catered activities and exercises for multiple ages, the CT can also work with local organizations to provide free childcare for participants at community events if deemed necessary during the process.

Key to under-represented engagement is to identify community champions or ambassadors which are liaisons or co-creators that would be willing to assist in the process, reaching out to their networks and serving as a familiar introduction between the planning team and community groups. The CT team will look to find these liaisons or co-creators throughout the process and can promote a Community Catalyst Program on the project website.

1.3 Hold Community Advisory Committee Kickoff Meeting

With CC direction and selection, the CAC will be established. After the CS and CC kickoff meetings, we will host an in-person CAC kickoff meeting to educate members on the overall process and purpose for the GPU and to obtain feedback on the P3.

1.4 Prepare Monthly Coordination Meetings and Progress Reports

For effective and regular communication, the CT will set up recurring monthly coordination meetings with CS. These meetings can be moved or canceled as needed and will provide a setting to gain feedback on the previous month's work and any in-progress deliverables as well as discuss upcoming events. Communication via email, phone, and text will also occur with the city's project manager throughout the month. The CT will provide monthly status updates in the form of written progress reports to articulate the percentage complete for each phase and task within the scope of services.

Phase 1 Deliverables and Meetings

- CS kickoff meeting (in-person)
- Existing Conditions Report (electronic)
- Public Participation Plan (P3) (electronic)
- CAC kickoff meeting (in-person)
- Monthly coordination meetings (in-person up to 20)
- Monthly progress reports (electronic up to 20)

PHASE 2 - VISIONING AND GATHERING INPUT

This phase will span nearly half the planning process and overlap with Phase 3 Drafting of the Plan. This concurrency ensures that community input and GPU is in concert and iterative, with many meaningful touchpoints

2.1 Present at City Council Kickoff Meeting

Early CC involvement and direction is critical for the success of the GPU. The CT team will assist CS in the initial kickoff meeting for CC early in the project. At this meeting, we will review the project schedule and strategy for community engagement and ask for input and adoption of the P3. It is anticipated that the CHP will also be discussed at this meeting. Though public engagement will not start in earnest until January 2025, we anticipate having and promoting the project-branded website and Q1 at this time.

2.2 Draft Vision Statement and Public Participation Summary

This document provided at the end of this phase will be a visually appealing, graphically rich, public-facing summary of all community engagement activities. We anticipate publishing it on the website and utilizing it as an appendix to the GPU doc.

2.3 Prepare Outreach Materials

Using the branding suite developed as part of the P3, the CT will create content to increase project awareness and encourage engagement. This may include postcards, flyers, newsletters, videos, radio, press releases, etc., to inform people about upcoming in-person

and online public involvement opportunities. The CT will coordinate with CS and CAPA to distribute these across the local media outlets and platforms and will coordinate with the other concurrent planning efforts in as much as feasible.

2.3a. Launch website.

Using the PublicInput platform, the CT can create, host, and regularly update a dedicated, branded website where interested parties can obtain information, download documents, see future meeting dates and schedules, and sign up to get project updates. Additional information can be added to the website on a rolling basis throughout the project, such as draft documents as they are completed, embedded questionnaires, interactive mapping and document reviews, information about upcoming meetings, and meeting summaries. Content on the website can be viewed in a multitude of languages at the click of a button. Prior to launching the website and within the P3, the CT will work with CS and CAPA to capture a unifying brand for the GPU.

2.3b. Prepare and release Questionnaire 1.

An initial online questionnaire will be launched to gain feedback and perspectives from the community on perceived strengths, weaknesses, opportunities, and threats (SWOT) associated with city growth and development. Q1 will be promoted via social media as well as at the CC kickoff meeting and will help inform speaker topics for the TEDTalk Panel Event.

2.3c. Prepare and release Questionnaire 2.

Building on existing conditions and document review, early community responses from Q1, and interviews/listening sessions, the CT will create a second questionnaire to confirm what has been heard and to suggest a variety of aspirational principles and visual options that the community can comment on as precursor and concurrent with in-person visioning workshops.

2.3d. Prepare and release Questionnaire 3.

The results of the first visioning workshop and Q2 will help to inform Q3, which will be designed to align with activities and materials at the scenario workshops.

2.4 Prepare Informational Brochure

The CT will prepare a full color, informational brochure with frequently asked questions (FAQs) about the GPU and post to the project website. CS could distribute electronically and hard copy at public meetings and strategic locations throughout the city.

2.5 Facilitate Public Meetings

In addition to listed meetings, the CT will host informational booths at up to six drop-in events, such as but not limited to city and school events at local destinations to engage visitors, businesses, employees, and local community members in a casual and comfortable environment. The CT will work with CS early in the process to determine appropriate events or venues to attend within the timeframe of this phase such as the Chandler Ostrich Festival, Jazz Festival, or the All-American Bash.

2.5a. Prepare for and facilitate a TEDTalk Panel.

After the CC and CAC kickoff meetings and preliminary results of Q1, the CT will launch community engagement and discuss important topics facing the community via a TEDTalk-type event. This event would include panel members that are experts in critical areas such as water, housing, and economic growth and development. Hosting the event provides the following benefits to the process:

- 1) Improved engagement, clarity, and inclusivity while inspiring and mobilizing the community to support and actively participate in the Plan's implementation.

- 2) Incorporation of multimedia, visuals, and varying levels of expertise in urban planning and city development. Storytelling techniques can make it easier to convey complex information and present data in a more accessible manner and create an engaging experience for the audience.
 - 3) Increased buy-in by presenting the GPU in an engaging and inspirational manner. In addition to Elliot D. Pollack & Company with their expertise in housing and economic growth presentations, we have included Grady Gammage Jr., Arizona's premier water and land use attorney, who provides compelling and entertaining presentations and discussion on water and land use. It is anticipated that this event will take place at the Chandler Center for the Arts on a weekend night and can be live-streamed to garner a larger audience.
- 2.5b. Conduct public workshops.
- Two in-person workshops are anticipated to take place on two different days and times. The first workshop will focus on visioning and refining areas of change within the city. The second workshop will reconfirm feedback and focus on choices and priorities for scenarios. These workshops will be interactive with live polling, digital mapping, and other interactive exercises. Each workshop will be designed with an orientation and overview presentation, along with small group discussion and exercises.
- 2.5c. Conduct listening sessions and one-on-one interviews.
- Starting in early 2025, a three- to four-day series of up to 40 listening sessions/one-on-one interviews will be scheduled to discuss issues most important to the community; opportunities and ideas to integrate into the new plan; and desired plan outcomes. The CT will set up an electronic sign-up process and community members, local and regional partners, interest groups, Planning and Zoning Commission (P&Z), and CC will be invited to participate in these discussions.
- 2.5d. Facilitate presentations to city boards.
- The CT will assist CS in publicly noticing and conducting up to seven educational meetings with the Transportation Commission, Parks and Recreation Board, Neighborhood Advisory Committee, Economic Development Advisory Board, Airport Commission, and P&Z. These meetings will provide each board with a briefing on the process and a summary of community engagement and feedback. These meetings also allow the opportunity to promote the GPU to any attending members of the public.
- 2.5e. Conduct Community Advisory Committee (CAC) meetings.
- During this phase of the plan process, the CAC will participate at three strategic milestones, offering valuable insight and direction plan content to ensure a community-driven plan. The first two meetings will be held prior to and to discuss public workshops; the third meeting will be held to refine goals and policies prior to publishing the first draft of the GPU.
- 2.5f Prepare for and Host an Immersion Showcase Event
- The CT will develop a digitally immersive showcase event to explore and discuss the transformation of a concept or several concepts based on input received during the community workshops, listening sessions/one-on-one interviews, and questionnaires. Traditionally, public engagement has relied on printed methods and static presentations. The Mobile Immersion Lab, however, offers the public an opportunity to view proposed concepts in a virtual environment, facilitating better comprehension and collaboration. We anticipate this event to occur at the Chandler ASU Innovation Center, and the CT will provide curved monitor displays for participants to view and give input on the fly.

2.6 Prepare and Provide Meeting Minutes

The CT will produce summaries for meetings not formally transcribed by the city and including coordination meetings, workshops, listening sessions/one-on-one interviews, and other public events. The CT will submit the meeting summaries for review by CS.

2.7 Provide Meeting Summary Presentations

The CT will provide meeting summaries for public meeting workshops and questionnaires and publish these on the project webpage. Summaries will also be presented to CS, CAC, and at appropriate city boards and CC meeting(s).

Phase 2 Deliverables and Meetings

- CC Kickoff Meeting (in-person)
- Project website launch
- Questionnaire 1 (electronic)
- Informational brochure with FAQs (electronic)
- TEDTalk Panel Event (in-person)
- CAC Meeting 2 (in-person)
- Questionnaire 2 (electronic)
- Visioning Workshops 1 (in-person, two days)
- CAC Meeting 3 (in-person, two days)
- Scenarios Workshops 2 (in-person, two days)
- Questionnaire 3 (electronic)
- CAC Meeting 4 (in-person)
- Listening sessions/one-on-one interviews (up to 40 in-person interviews over four days)
- City Board Meetings (up to seven in-person meetings)
- Vision Statement and Public Participation Summary (electronic)
- Immersion Showcase Event (in-person)

PHASE 3 - DEVELOPMENT OF DRAFT GENERAL PLAN

The phase will span nine months, commencing with a plan outline and ending with the 60-Day Draft GPU in September 2025.

3.1 Provide General Plan Outline

For this task, the CT will provide CS with a draft outline of the GPU. Our understanding is that the city wishes to have both a digital living plan as well as a printable document. Therefore, there are options that the CT will discuss with CS at the kickoff meeting regarding the best route to accomplish these goals. Digital plans can have printable components or a separate plan outline can be drafted for a full electronic printout.

3.2 Outline GIS Maps

For this task, the CT will provide CS with an anticipated list of GIS maps for the GPU. To the extent practical, the CT will utilize existing data sources; however, there will likely be some collection of raw data or confirming data via windshield surveys. Strategies to obtain and produce the best quality and visually appealing maps will be discussed at regular GIS coordination meetings.

3.3 Hold Technical Advisory Committee (TAC) Meetings

The TAC will consist of city department representatives and will provide technical advice and review throughout this phase. Three meetings are anticipated: 1) kickoff/orientation, plan outline, and plan/code audit instructions; 2) plan/ code audit results, review of working drafts, and discussion implementation actions; and 3) review of the first draft and implementation actions.

3.4 Facilitate Plan Production, Refinement, and Presentations

Drafting of the GPU will run concurrently with public engagement. As the GPU is drafted, concurrent public input received can be reflected in the text and revised or confirmed essentially in real time or in short order. The plan/code audit and workshops will inform working drafts to be reviewed by CS, TAC, and CAC.

3.4a Conduct plan and code audits and crosswalk analysis.

An electronic plan audit will be conducted of the city's 2016 General Plan, vision, core values, goals, and policies to identify the direction which should be carried forward in the GPU. The plan audit will be designed for input from CS, TAC, and P&Z. As part of the audit exercise, the CT will identify redundancies and best practices for consideration. This task will include a crosswalk analysis of the current plans' future land use categories and the city's current zoning districts to understand what has been implemented, and where there are inconsistencies or issues in planned uses. The zoning ordinance will also be preliminarily evaluated for consistency with anticipated changes. Changes to any codes or regulations are not planned as part of this scope but could be highlighted as future action items.

3.4b Draft working documents by chapter.

The GPU will include the 17 elements required by Arizona Revised Statutes Title 9 but their organization will be determined by the plan outline approved by CS. Generally speaking, the Plan will include an overview chapter, a chapter on community engagement, several chapters on goals and policies, a chapter on implementation and several appendices. The CT will take direction from CS but offer examples and suggestions. The Plan will be visually appealing and graphically rich. Regardless of structure, the CT will stagger working draft chapters to CS for review and comment prior to compilation into a first full draft. It can be expected that these early working drafts will be loosely formatted and contain questions for CS and TAC members.

3.4c Produce the first draft of the General Plan.

After the CT receives comments back on working drafts from CS, TAC, and CAC, the CT will create an edited and formatted first draft for a second review by each group. The results of this draft will be taken to CC and to the other city boards for review and input.

3.4d Refine the draft into the 60-Day Draft General Plan.

The 60-Day Draft is a statutory requirement with a mandated distribution list. It is during this time that plan drafting ceases and the public at large has a chance to review the plan. The CT will create the 60-Day Draft and update the 60-day list to include all community members engaged through the process. CS will distribute the plan from city email. The 60-Day Draft will be published on the website and Konveio software will be utilized for interactive document review of the Plan.

3.4e Present the plan to City Council.

As part of promoting the 60-day review to the public, the CT will assist CS in presenting an update to CC for their review and comment.

3.4f Present the plan to city boards.

As part of promoting the 60-day public review, the CT will assist CS in presenting an update to the city boards including the Transportation Commission, the Parks and Recreation Board, the Neighborhood Advisory Committee, the Economic Development Advisor Board, the Airport Commission, and P&Z for review and comment.

3.5 Provide Economic Growth Analysis and Goals

The CT includes Elliot D. Pollack & Company to lead the Comprehensive Housing Plan. Logan Simpson as the lead consultant will work collaboratively again with this subconsultant and CS

to ensure comprehensive analysis and interrelatedness and goal development of the land use, economic growth, housing, and cost of development elements.

Phase 3 Deliverables and Meetings

- Draft Plan outline (electronic)
- Draft Maps list (electronic)
- TAC Kickoff Meeting (in-person)
- Plan Audit Summary (electronic)
- TAC Meeting 2 (in-person)
- CC Meeting 2 (in-person)
- TAC Meeting 3 (in-person)
- Working Drafts by Element (electronic)
- CC Meeting 3 (in-person)
- City Board Meetings (up to seven in-person meetings)
- First Draft General Plan (electronic)
- 60-day Draft General Plan (electronic)

PHASE 4 - PRESENTATION OF FINAL DRAFT FOR ADOPTION

4.1 Prepare and Provide Final Hearing Documents

After the 60-day public review period, the CT will prepare the final document in an interactive ArcGIS StoryMap and a PDF acceptable for professional printing. The CT will provide a comment matrix identifying submitted comments and how each was addressed. The CT will be responsible for posting the final hearing document on the project webpage and will host the StoryMap on the project website unless the city opts to host the project website.

4.2 Prepare and Provide Executive Summary

The CT will prepare an executive summary of the GPU in a professional and visually appealing pamphlet format that includes highlights, key goals and policies, and the future land use map for CS review. The CT will then produce a final draft in an electronic format acceptable for professional printing. The city will be responsible for printing copies for distribution to the public. The CT understands that the executive summary is expected to be presented together with the GPU for review and approval.

4.3 Prepare and Provide Final General Plan

Statutorily, the city must hold at least two P&Z hearings at different locations and one hearing for approval by CC. The CT will be available to attend all hearings and will assist in preparing and presenting with CS.

4.4 Provide Final Transmittal

After CC approval, the CT will provide a final post hearing document and all native files utilized in the process of the GPU.

Phase 4 Deliverables and Meetings

- Final hearing draft (electronic and paper)
- Executive Summary (electronic)
- P&Z Hearing 1 and 2 (in-person)
- CC Hearing 1 (in-person)
- Final post-hearing document and all native files (electronic)

COMPREHENSIVE HOUSING PLAN SCOPE OF SERVICES

The CHP will be completed in 10 months in a systematic and collaborative fashion as outlined in

the following nine tasks below. The CHP will start with the General Plan Update (GPU) and run concurrently until approval of the CHP in June 2025. The approved CHP will be a standalone document but will be directly referenced in the GPU and inform related elements. The horizon of the CHP will be 10 to 15 years and will be designed to serve as the city's specific roadmap guiding policy decisions, resource allocation, and development practices related to housing in Chandler.

TASK 1 - PROJECT OVERVIEW

This phase will run throughout the development of the CHP until the CC Meeting in June 2025 and include a CS kickoff meeting and monthly coordination meetings.

1.1 Develop the Comprehensive Housing Plan (CHP)

The CT will provide a CHP that builds on the city's existing housing studies, meets Arizona statutory requirements, and comprehensively addresses housing needs for the entire community. It is envisioned that early in the course of this task a CHP draft outline as well as midway through the process a working draft chapters/sections will be provided to CS for review and comment. The key issues to be addressed in the CHP include but are not limited to the following:

- Ensure a diverse housing stock that meets the needs of all residents, from young professionals to growing families and seniors.
- Address the affordability gap for low to moderate income households.
- Balance new development with neighborhood preservation and community character.
- Align housing strategies with economic development goals and workforce needs.
- Incorporate sustainability and resilience in housing development.
- Ensure equitable access to housing opportunities across all segments of the population.

1.2 Conduct CS Kickoff and Monthly Coordination Meetings

Within 30 calendar days of the award, an in-person/hybrid project kickoff meeting will be held for approximately two hours. The primary purpose of this meeting will be to introduce the CT to the assigned CS, review communication protocols, and to review/refine the project schedules, obtain advice, and ideas about the direction and horizon of the CHP as well as the concurrent GPU. This meeting will be held at the same time as the GPU, but the CT understands that ultimately the CPH and GPU CS may be different and accordingly recurring monthly coordination meetings will likely be held separately.

Task 1 Deliverables and Meetings

- CS kickoff Meeting (in-person)
- CS Coordination meetings (up to nine virtual)
- Draft CHP outline addressing housing needs assessment, policy and regulations review, strategic development, and financial analysis (electronic)
- Working draft chapters/sections for housing needs assessment, policy and regulations review, strategic development, and financial analysis (electronic)

TASK 2 - DATA COLLECTION AND ANALYSIS

During this task, the CT will evaluate the Chandler housing market and regional economy and make a determination of the factors affecting housing values and rents and housing needs across all housing types including affordable, workforce, and market rate housing. A variety of data sources will be accessed for this task including public resources, such as the U.S. Census, and proprietary subscriptions held by the firm such as the Cromford Report, Costar, RL Brown Housing Reports, RealData, and the University of Arizona Forecasting Project. The outcome of this data collection and analysis will be succinctly summarized in an Existing Conditions Report and used as

a basis for presentations to CC, the Neighborhood Advisory Committee, and the public as well as a springboard to create interview and survey questions.

2.1 Collect and Analyze Demographic, Economic, and Housing Market Data

Within the first three months of the project, the CT will collect and analyze demographic, economic, and housing market data. The most recent demographic data for the city will be collected and evaluated in terms of household income, family and household size, age, tenure (renter and owner), and education levels. The various income levels of households relative to the Area Median Income will be identified including extremely low, low, and moderate-income as well as those with incomes above 80% of AMI. Housing is an important economic development element that must be addressed to ensure a healthy economy. The analysis will evaluate the economic status of Chandler through available economic data that includes occupations, wage levels, employment and unemployment trends, commuting patterns, and forecasts for employment growth. In particular, commuting patterns may provide some insight into the availability of affordable housing in the city. Employee retention and attraction rates can be impacted by workers who must travel long distances to work due to the lack of affordable units.

2.2 Collect and Analyze Current Housing Stock, Affordability, and Future Needs

The CT will also collect and analyze current housing stock, affordability, and future needs within the city of Chandler for both existing and future residents. The city's recent updated Housing Needs Assessment (2024) will be a valuable resource for this part of the study. The analysis will evaluate the Chandler housing stock of multi-family units and single-family homes from the standpoint of vacancy rates, values and rents, age, and similar data. Historical trends in the housing stock over the past five years will be identified and evaluated including housing permit activity as available. Census data is typically not an accurate indicator of housing values and rents. For an understanding of real time values and rents, housing data will be collected from The Cromford Report (resale market data), RL Brown Housing Reports (newly built housing), RealData (apartment market), and Costar. Within this task, an inventory will be conducted of federal, state, or city-supported affordable housing projects or units in the city, particularly LIHTC assisted units. Our analysis will focus on both the rental and ownership housing market. The evaluation of the rental market will focus on the character of the rental inventory and the cost burden shouldered by renters. Similarly, the analysis of the owner-occupied market will focus on housing value trends over the past few years, affordability for first time buyers, and cost burden.

2.3 Identify Gaps in Housing Availability Across Income Levels

The CT will prepare a gap analysis as part of this task. The "gap" is the number of households within each income range that are burdened by housing costs (paying more than 30% of income for housing). The "gap" typically occurs at the lower end of the income range where there are more households than affordable units. For these households to find housing in a community, they must pay more than 30% of their income toward shelter or live in substandard and/or overcrowded conditions. The analysis will be conducted for both ownership and rental housing, comparing the number of units affordable to each income range. The analysis will result in determining existing housing needs across all income levels. Estimates will be developed for ownership and rental housing in the community, specifically addressing:

- Affordable housing for low and moderate-income households [incomes less than 80% of area median income (AMI)].
- Workforce housing for those households with incomes between 80% and 120% of AMI.

- Market rate housing that will be available for households earning more than 120% of AMI.

Task 2 Deliverables and Meetings

- Existing Conditions Report (electronic)

TASK 3 - COMMUNITY ENGAGEMENT

The CT will make use of any existing and current city survey information on housing but will also conduct project specific engagement to determine the current needs and aspirations of community members. As part of the concurrent GPU process, a website is planned which will host a page dedicated to the CPH.

3.1 Conduct Stakeholder Interviews

One-on-one interviews with local government and business leaders, developers and homebuilders, and housing organizations to assess the housing market and the factors affecting affordability. These interviews will be conducted virtually through Microsoft Teams or Zoom meetings and can be one on one or group interviews. The CT will collaborate with CS to create an appropriate list of interviewees.

3.2 Hold Public Workshops and Release Online Questionnaires

The CT will be present at two public meetings, CC and Neighborhood Advisory Committee and will also hold and advertise a separate public workshop. Prior to the stakeholder interviews and public meetings, the CT envisions creating and distributing a questionnaire (this will be a component of the Q1 for the GPU) confirming information obtained on housing needs in the city. This questionnaire aims to gain community input on the overall housing needs with Chandler and will be promoted at interviews and public meetings. The questionnaire directed to both resident and employers will also delve into affordable housing issues and address topics such as where workers live, the retention and availability of workers, commute times, availability of rental units, household income, length of employment in the community, seasonality of employment, and similar topics. The questionnaire will be hosted online and will be promoted via social media and other venues agreed upon by the CT and CS. With the assistance of the city and other business organizations, employers would be contacted to request their assistance in participating. The CT will create any promotional material and either post it on the dedicated website or collaborate with CAPA for distribution.

3.3 Draft Public Engagement Plan

An important element of identifying housing demand and need is interaction with the community. Early in the process and in collaboration with CS, a public engagement plan (PEP) will be developed. The PEP will be drafted concurrently with the GPU public participation plan but is envisioned to be a separate standalone document. The PEP will be drafted by the CT and presentations to CC and the Neighborhood Advisory Committee will be held to gain input and acceptance for the engagement strategy. During these public meetings, both bodies will be asked to provide direction on the forthcoming engagement strategy (i.e., interviews and public workshop).

Task 3 Deliverables and Meetings

- Public Participation Plan - PEP (electronic)
- Questionnaire (electronic)
- Initial CC Presentation (in-person)
- Stakeholder interviews (virtual)
- Initial Neighborhood Advisory Committee Presentation (in-person)
- Public Workshop (in-person)

TASK 4 - HOUSING NEEDS ASSESSMENT

4.1 – 4.3. Produce Housing Demand Projects, Access Special Needs Housing and Evaluate Regional Trends

A housing needs assessment will be a component of the CHP. Regional growth trends for metro Phoenix and the Southeast Valley will have a significant impact on the Chandler housing market. As the city's inventory of land available residential development continues to be depleted, housing prices have risen, and the market has begun the transition to infill and higher density products. This situation will continue in the future and may affect the types of new housing products that will be introduced to the community. Based on forecasted population growth, an estimate will be developed on future demand for housing and the need for a mix of unit types to address the housing cost burden and other factors affecting affordability. The updated Housing Needs Assessment will provide guidance on this task. Special housing needs for the senior and disable populations will be evaluated relative to the supply of housing.

TASK 5 - POLICY AND REGULATORY REVIEW

5.1 Examine Current Regulations and Policies

An evaluation of Chandler's land use controls, impact fees, and development review procedures will be conducted to identify any restrictions or barriers that may affect the development of affordable housing. The existing General Plan will be reviewed for policies and strategies that affect housing production matters along with a review of the city's density standards for multi-family and affordable housing.

5.2 Identify Housing Development and Affordability Barriers

Barriers to housing production can take various forms. A city's land use controls, impact fees, and building standards can inhibit various types of housing. Likewise, high construction costs due to the lack of labor and other housing resources have also contributed to declining affordability.

5.3 Craft Policy Recommendations

Land and lot prices, the rising cost of construction including labor, land availability, and similar factors all affect the ability to produce affordable units as well. The result of this task is to identify barriers to housing development and policy changes that will support the city's housing goals.

TASK 6 - STRATEGY DEVELOPMENT

6.1 Development Strategy Approach

With rising mortgage interest rates and construction costs, housing affordability has become a significant burden across the state for renters, home buyers, and homeowners. The purpose of this task is to prepare a comprehensive strategy to address Chandler's individual housing needs through innovative approaches.

Through various studies, the CT has analyzed how affordable housing-constrained communities approach their housing affordability problem and what lessons can be transferred to other communities. Many of the communities that were the subject of our investigations are in tourist-dominated economies where housing for workers is in severe shortage, such as in ski towns in Colorado and in certain communities in Arizona. By identifying the primary strategies employed by those communities, a "tool kit" of affordable housing concepts and approaches has been developed including the cost of those strategies. The tool kit will help to inform the strategies and initiatives that may be adopted as part of the Chandler Affordable Housing Strategy.

Arizona has statutory limitations on the type and range of strategies that can be implemented for affordable housing. However, communities across the country and within Arizona have instituted affordable housing strategies that have improved the range of housing available to their residents. These and other strategies will be identified in this task. The Affordable Housing Strategy for Chandler will identify initiatives and strategies that may prove most fruitful for the community, taking into account the cost of the strategies, policy determinations of the city administration, and the local resources available to implement the strategies.

Through this task, the project team will evaluate the various initiatives and strategies outlined in the RFP including:

6.2. – 8. Address Affordable Housing Strategies, Workforce Housing Initiatives, Market-Rate Development Strategies, Preservation and Neighborhood Stabilization, Innovative Housing Solutions, Sustainability and Resilience, and Special Needs Housing

In addition to the above strategies and initiatives, the Affordable Housing Strategy for Chandler will need to address legislation recently approved by the State Legislature and Governor related to affordable housing.

HB 2721 requires cities with more than 75,000 persons to permit the development of duplexes, triplexes, fourplexes, and townhomes in single family residential areas within one mile of a central business district. Additionally, 20% of new single family housing developments of ten acres or more may include these middle housing types. Cities must adopt new zoning code provisions to implement the law by January 1, 2026.

SB 1611 requires cities with more than 30,000 persons to adopt a housing needs assessment beginning January 1, 2025, that includes certain reporting requirements on projected job and population growth, the amount of residentially zoned land, and total need for housing units. In addition, an annual report must be submitted to the Department of Housing on proposed housing units, housing units platted, issued a permit, and received a certificate of occupancy. The report must also include the progress in meeting a city's housing needs.

6.9 Draft the Implementation Framework

Based on the range of identified strategies and initiatives considered for the city, an implementation framework/matrix will be developed that prioritizes the strategies based on city housing needs, identifies key implementation partners, provides a timeline for implementation, and establishes key performance indicators.

6.10 Draft Funding and Resource Allocation, Regulatory and Policy Recommendations, and Partnerships and Collaboration

The final strategy will address funding, regulatory and policy recommendations, and partnerships.

TASK 7 - FINANCIAL ANALYSIS

7.1 Identify Funding Sources and Financing Mechanisms

A key issue in development of the CHP is linking the strategies and initiatives to the limited financial resources that may be available at the local, state, and federal levels. A variety of approaches will be considered including housing bonds, Government Property Lease Excise Tax (GPLET) mechanisms, sales or property tax levies, regulatory approaches (inclusionary zoning), and other options that will be researched. As noted previously, Arizona has statutory limitations on funding and regulatory approaches that may restrict the ability of a city to address affordable housing.

7.2 Identify Public-Private Partnerships

Public-private partnerships will be investigated including resources that may be available from

non-profit organizations on housing counseling and development.

7.3 Draft Cost Estimates

Cost estimates will be developed for the strategies outlined in the CHP, recognizing the resources available to the city.

TASK 8 - FINAL REPORT AND PRESENTATION

8.1 Prepare and Present the First Draft of the CHP

After comments on the respective working draft chapters/sections, the CT will provide CS with a draft CHP report to review and comment. Prior to the final presentation to CC in June 2025, the CT will present the first draft report to both the Neighborhood Advisory Committee and distribute the draft to stakeholders that were engaged during the process.

8.2 Prepare and Present the Final Draft of the CHP

After these presentations, the final draft plan will be prepared with the executive summary and presented to CC.

8.3 Prepare the Final Document and Executive Summary

After CC approval of the CHP, the CT will provide a final document with executive summary and all native files to CS.

Task 8 Deliverables and Meetings

- First Draft CHP (electronic)
- Final Neighborhood Advisory Committee Presentation (in-person)
- Final Draft CHP with Executive Summary (electronic)
- Final CC Presentation (in-person)
- Final documents and native files (electronic)

TASK 9 - DELIVERABLES

9.1 Provide Monthly Progress Reports

Written electronic monthly progress reports will be provided to the city concurrent with monthly invoicing.

9.2 Provide Draft Reports

An electronic first draft CHP and Final Draft CHP with executive summary will be provided as noted in 8.1 and 8.2 above.

9.3 Provide Final CHP Document

A final CHP along with an executive summary will be provided as noted in 8.3 above.

9.4 Provide Presentation Materials

For all meetings, the CT will provide an agenda, any needed presentation materials, and summary notes (with the exception of city board meetings where meeting minutes are conducted by the city). It is anticipated that these materials will be electronic but in the case of in-person public meetings, paper materials will be provided to the public.

9.5 Collect GIS Data and Create Maps

As illustrated on the tentative project schedule, GIS maps and data will be collected and provided throughout the process. With provision of the draft CHP outline, the CT will provide a list of any anticipated GIS maps. The CT will work seamlessly and collaboratively with the city's GIS team for collection and provision of GIS data and maps.

Task 9 Deliverables and Meetings

- Monthly Progress Reports (electronic – up to nine)
- All Presentation Materials and Meeting Summary notes (electronic)

ADDITIONAL SERVICES

The Consultant may provide other related services upon request from the City.

**EXHIBIT B
COMPENSATION AND FEES**

GENERAL PLAN UPDATE PRICE PROPOSAL

Fees are inclusive of all services described in the Scope of Services.

Description	Fees
Phase 1: Project Start-Up	\$44,130
Phase 2: Visioning and Gathering Input	\$177,040
Phase 3: Development of Draft General Plan	\$151,155
Phase 4: Presentation of Final Draft for Adoption	\$32,810
Project Total	\$405,135

COMPREHENSIVE HOUSING PLAN PRICE PROPOSAL

Fees are inclusive of all services described in the Scope of Services.

Description	Fees
Task 1 - Project Overview	\$4,764
Task 2 - Data Collection and Analysis	\$23,600
Task 3 - Community Engagement	\$12,760
Task 4 - Housing Needs Assessment	\$12,987
Task 5 - Policy and Regulatory Review	\$11,487
Task 6 - Strategy Development	\$10,200
Task 7 - Financial Analysis	\$12,487
Task 8 - Final Report and Presentation	\$14,751
Task 9 - Deliverables	\$6,967
Project Total	\$110,003

HOURLY RATES

Rates will serve as the basis of fees for services, should the city require services in addition to the Scope of Services

Logan Simpson

Team Member	Hourly Rate
Bruce Meighen	\$295
Megan Moore	\$180
Terri Hogan	\$190
Sandra Hoffman	\$180
Jennifer Gardner	\$175
Kristina Kachur Webb	\$150
Emily Bitler	\$155
McKayla Dunfey	\$135
Daniel Morgan	\$130
Ben Oesterling	\$105
Support Staff	\$125 - 195

Elliot D. Pollock & Associates

Team Member	Hourly Rate
Rick Merritt	\$225
Danny Court	\$200
Support Staff	\$125

Kimley-Horn

Team Member	Hourly Rate
Robert Lyons	\$325
Michael Grandy	\$290
Chris Joannes	\$215
Support Staff	\$125

Gammage & Burnham

Team Member	Hourly Rate
Grady Gammage, Jr.	\$750

Upfront

Team Member	Hourly Rate
Jessica Sarkissian	\$190
Support Staff	\$125

EXHIBIT C 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
SPECIAL CONDITIONS**

NONE