



**PROFESSIONAL SERVICES AGREEMENT
CONSULTANT SERVICES
RECREATION AND LIBRARY STRATEGIC MASTER PLAN
PROJECT NO. PR2503.101**

Council Date: October 16, 2025

THIS AGREEMENT ("Agreement") is made and entered into on the ____ day of _____, 2025 ("Effective Date"), by and between City of Chandler, an Arizona municipal corporation, ("City"), and Berry, Dunn, McNeil & Parker, LLC, dba BerryDunn, a Maine company, ("Consultant") (City and Consultant may individually be referred to as "Party" and collectively referred to as "Parties").

RECITALS

A. City proposes to engage Consultant to provide consultant services for Recreation and Library Strategic Master Plan project ("Project") as more fully described in Exhibit "A" ("Services"), which is attached to and made a part of this Agreement by this reference.

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

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

AGREEMENT

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

SECTION I--CONSULTANT'S SERVICES

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

SECTION II--PERIOD OF SERVICE

Consultant must perform the services described in **Exhibit "A"** for the term of this Agreement. Unless amended in writing by the Parties, the Agreement term expires 550 calendar days after the Notice to Proceed (NTP) Date.

SECTION III--PAYMENT OF COMPENSATION AND FEES

Unless amended in writing by the Parties, Consultant's compensation and fees as more fully described in **Exhibit "B"** for performance of the services approved and accepted by City under this Agreement must not exceed \$339,797.28 for the full term of the Agreement. Consultant may not increase any compensation or fees under this Agreement without the City's prior written consent. Consultant must submit monthly requests for payment of services approved and accepted during the previous billing period and must include, as applicable, detailed invoices and receipts, a narrative description of the tasks accomplished during the billing period, a list of any deliverables submitted, and any subconsultant's or supplier's actual requests for payment plus similar narrative and listing of their work. Consultant must submit an Application and Certification for Payment Sheet with the monthly request for payment to: CapitalProjects.Payables@chandleraz.gov. Payment for those services negotiated as a lump sum will be made in accordance with the percentage of the work completed during the preceding billing period. Services negotiated as a not-to-exceed fee will be paid in accordance with the work effort expended on the service during the preceding month. All requests for payment must be submitted to City for review and approval. City will make payment for approved and accepted services within 30 calendar days of City's receipt of the request for payment. Consultant bears all responsibility and liability for any and all tax obligations that result from Consultant's performance under this Agreement.

SECTION IV--CITY'S OBLIGATIONS

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

SECTION V--GENERAL CONDITIONS

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

City:	To City of Chandler - Public Works & Utilities Department Attn: CIP City Engineer: Daniel Haskins, P.E. P.O. Box 4008, Mail Stop 407 Chandler, AZ 85244-4008 Phone: 480-782-3335 Email: Daniel.Haskins@chandleraz.gov	
With a copy to:	City of Chandler - Public Works & Utilities Department Attn: Katie Gaul, Project Manager P.O. Box 4008, Mail Stop 407, Chandler, AZ 85244-4008 Phone: 480-782-3303 Email: Katie.Gaul@chandleraz.gov	
To Consultant:	LEGAL COMPANY NAME:	Berry, Dunn, McNeil & Parker, LLC, dba BerryDunn
	Mailing Address:	2211 Congress Street, Portland, Maine 04102
	Physical Address:	2211 Congress Street, Portland, Maine 04102
	Statutory Agent Name:	Universal Registered Agents, Inc.
	Statutory Agent Mailing Address:	4254 W. Orchid Lane Chandler, AZ 85226, USA
	Statutory Agent Physical Address:	4254 W. Orchid Lane Chandler, AZ 85226, USA
	CONSULTANT'S AUTHORIZED PROJECT REPRESENTATIVE	
	Name:	Chad Snow
	Title:	Principal, COO
	Phone:	207-541-2200
	Email:	csnow@berrydunn.com

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

payments made on this Agreement or request reimbursement from Consultant following final payment on this Agreement if the above provision is not included in subconsultant agreements, and one or more subconsultants refuse to allow City to audit their records to verify the accuracy and appropriateness of all cost and pricing data. If, following an audit of this Agreement, the audit discloses Consultant has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Agreement billings, Consultant will be liable for reimbursement of the reasonable, actual cost of the audit.

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

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

5.5 Indemnification. To the extent permitted by law, the Consultant ("Indemnitor") must

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

every provision.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit A - Scope of Services / Schedule

Exhibit B - Compensation and Fees

Exhibit C - Insurance Requirements

Exhibit D - Special Conditions

Exhibit E - Subconsultant Documents with Consultant (if applicable)

Exhibit F - Federal Requirements (if applicable)

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

"CITY"
CITY OF CHANDLER

"CONSULTANT"
BERRY, DUNN, MCNEIL & PARKER, LLC,
DBA BERRYDUNN

Mayor

Chad Snow

September 22, 2025

Signature

Date

RECOMMENDED BY:

Daniel Haskins

September 22, 2025

Daniel Haskins, P.E.
CIP City Engineer

Chad Snow

Print Name

Chief Operating Officer

Title

csnow@berrydunn.com

Signer Email Address

APPROVED AS TO FORM:

City Attorney

JMB

ATTEST:

City Clerk

Seal

EXHIBIT "A"
SCOPE OF SERVICES/SCHEDULE

EXHIBIT "A"
SCOPE OF SERVICES/SCHEDULE
RECREATION AND LIBRARY STRATEGIC MASTER PLAN
PROJECT NO. PR2503.101

PROJECT DESCRIPTION:

The purpose of this project is to develop a 10-year Recreation and Library Strategic Master Plan (Master Plan). The Master Plan should review and analyze the current recreation and library needs for the City of Chandler residents, as well as identify the future needs of the community. Evaluation of existing recreation and library needs shall include extensive public outreach and stakeholder involvement. The Master Plan should determine how to best meet those needs through the enhancement of existing services and the development of future sites and programming while also aligning with national accreditation standards, such as those set by the Commission for Accreditation of Park and Recreation Agencies (CAPRA) and the Public Library Association (PLA).

Key priorities of this project will include:

- Program inventory, benchmarking, and evaluation
- Infrastructure inventory, benchmarking, and evaluation
- Community and Stakeholder Involvement
- National Standards and Similar Communities (Benchmark Cities)
- Recreation and Library recommendations for improvements and enhancement
- Potential new, improved, or enhanced Recreation and Library areas spaces and/or shared spaces

PROJECT TASKS:

1.0 PROJECT MANAGEMENT:

1.1 Development of Project Work Plan and Schedule (Virtual Meeting)

Consultant will prepare a project work plan and schedule for approval by the city. The work plan will serve to both clarify project deliverables and schedule. Following contract award, BerryDunn will conduct an initial, virtual project planning and discovery session to identify stakeholder groups, project team members, project milestones, and expectations. We will discuss our proposed project schedule, project work plan, data request, and roles and responsibilities. We will finalize our itinerary and implement our onsite project kick off and system tour.

Consultant must perform the services within the times set forth in the Production Schedule included herein and made a part hereof by reference.

Consultant must adhere to the Production Schedule described herein and such schedule may not be modified or deviated from without written consent of city. Consultant must

revise and submit for review an updated schedule whenever it is demonstrated that the time for completion of the Project Design or of any of the partial completion points listed in the schedule is delayed by two weeks or more. Such adjusted schedule will include a written explanation stating the reasons for the change and a plan for getting back on schedule. Consultant must take all reasonable actions necessary to get the project back on schedule and city will cooperate to assist Consultant.

1.2 Project Kickoff – Consultant will conduct an on-site kickoff presentation with the city's project team that will serve as an opportunity to introduce project team members, discuss project goals, present project approach and methodology, review the final schedule of key project dates, and answer questions. Consultant will also conduct facility tours (anticipated to be up to four-hours per facility) in collaboration with city staff.

1.3 Project Meetings (12 Meetings)

The consultant will conduct meetings and/or workshops with city staff with agendas and minutes. Standing project check-in meetings are suggested to occur with the project team every month for 60-minutes during the duration of the project. Additional meetings and workshops will occur specific to service areas and workplan needs.

1.4 Project Management and Coordination

BerryDunn will conduct ongoing coordination with subcontractors and the project team, schedule project activities, provide invoicing and progress reports, and related project management and coordination functions.

2.0 Comprehensive Engagement

2.1 Comprehensive Engagement Strategy

BerryDunn will work with the city to develop and finalize a comprehensive engagement strategy and plan to be approved by the city.

We will build upon previous work of the city to acquire knowledge of local issues and concerns that will assist us in obtaining useful and pertinent community feedback—both as information and engagement for buy-in and outcomes. We recommend a hybrid in-person and online engagement strategy for broad participation, concurrent with the inventories and other fact-finding tasks.

2.2 Online Community Engagement and Public Input

In collaboration with the city, including meeting city standards, BerryDunn will create a project-specific website created through the online engagement platform Social Pinpoint to collect information throughout the project. We can also host virtual public meetings for people with schedule conflicts, assist the city with social media outreach, and lead other online engagement methods.

2.3 Public Outreach and Statistically Valid Survey

BerryDunn will facilitate citizen outreach and stakeholder engagement meetings with Council members, the Parks and Recreation Board, the Library Board, Neighborhood Advisory Committee, Key Stakeholders, and city staff to determine the needs of the residents and to allow the project team to communicate with residents, user groups, associations, civic associations, and key community representatives.

In partnership with BerryDunn, ETC will implement a statistically valid community survey with a findings report.

2.4 Engagement Feedback Summary Report

BerryDunn will provide a summary of insights from the comprehensive engagement efforts. This assessment of community and organization needs will help inform plan recommendations.

3 Data Collection and Analysis

3.1 Needs Assessment

BerryDunn will compile relevant benchmarking and comparison data of commonly accepted success indicators across three peer library and recreation agencies, selected in partnership with the city project team. Benchmarking will be enhanced with virtual Think Tanks (for libraries and for recreation) which will be 60-minutes for each of the two sessions, with participants selected in collaboration with the city.

BerryDunn will lead a strategic trends analysis that will consider demographic shifts and their impact on future library and recreation provisions. We will compliment this process through the use of Placer.ai analysis for five city-owned properties to help improve research and usage of technology opportunities.

Throughout the project, BerryDunn will use its trademarked mapping, inventory, and level of service analysis, to determine the level of service of recreation and library opportunities in the community. BerryDunn will combine GIS and demographics data to help the city better understand the impacts of recreation and library facilities on health and wellness, contributions to the local economy, and quality of life.

BerryDunn will assess the budget and the operational and management structure of the Community Services Department. We will review the vision and the strategic planning process undertaken to create this vision. This review will include staffing to determine effectiveness and efficiency in meeting current and future responsibilities as related to the community's needs. We will assess the city's organizational synergies, efficiencies, growth areas, and other important characteristics that can be enhanced or improved. This will help our team to identify opportunities for strengthening future service development and delivery and, ultimately, quality of service and community impact. We will review staffing structure and levels, workflow, and systems will be reviewed to identify opportunities for

improvement as well as strengths on which to capitalize.

Based on an analysis of the market and demographic information, the evaluation of the current level of service and outcomes of the public involvement process, BerryDunn will prepare a needs assessment specific to Chandler. We will then develop an informed roadmap to meet identified community needs.

3.2 Program and Facility Assessment

The consultant project team will assess programs and facilities in alignment with planning efforts and outcomes and expectations desired from the city.

The library and recreation programs and facilities assessment will be used to develop a strategic vision for program delivery and facility needs, identify gaps, and make recommendations for strengthening program and facility offerings. This will help ensure program and facility offerings are equitable, inclusive, and accessible.

The consulting team will develop an inventory of existing programs and subsequently compare the inventory to feedback collected throughout the planning process. This will help ensure program offerings are aligned appropriately with community needs. The program and services inventory will be matched up to the facility inventory and analysis to help ensure there are appropriate spaces for the future program menu. We will also compare current program offerings with identified community needs expressed in the engagement process.

We will review program performance trends and consider their impact on the city, and we will conduct a participation analysis and financial performance review. These activities will help establish the level of equitable distribution of programs as well as alignment with community need. Based on our data review, we will develop mapping visuals illustrating where the city's programs and services are offered, with the intent of informing our gap analysis. We will compare our findings to community feedback gathered on programming and desired changes or improvements. This feedback will help inform our recommendations for future program offerings.

BerryDunn will start its assessment with an interactive workshop (one onsite session anticipated to be up to two-hours) with staff to review issues, challenges, strengths, and weaknesses of programs and facilities. Areas of review include:

- Program life cycle analysis
- Age segmentation analysis
- Program alignment with community need
- Comparison between program offerings and community demographics
- Program classification and distribution analysis
- Program performance analysis, including enrollment and net revenue
- Financial performance

This assessment will be conducted with an approach to align facility offerings, space allocation, and operations with the current and future program and service needs of the community identified through this planning effort. Facility layout, spaces, condition, and function will be analyzed. The consultant team will enhance this assessment through the inclusion of relative and available city program and facility resources.

The following facilities will be assessed:

- Recreation Facilities (6) will include Chandler Community Center, Chandler Nature Center, Chandler Senior Center, Snedigar Recreation Center, Chandler Tennis Center, and Tumbleweed Recreation Center.
- Outdoor Aquatic Facilities (6) will include Arrowhead Pool, Desert Oasis Aquatic Center, Folley Pool, Hamilton Aquatic Center, Mesquite Groves Aquatic Center, and Nozomi Aquatic Center.
- Library Facilities (4) will include Basha Library, Downtown Library, Hamilton Library, and Sunset Library.

Site visits conducted through the facility tours will assess and document each existing facility's physical space for current use and functionality based on the following criteria:

- Functional operation for program and flow
- Size (is the size sufficient for activities provided; identify use for excess space)
- General acoustics related to program functionality
- General equipment and supply needs (AV/IT, fitness, etc.) related to program functionality
- Customer service support spaces
- Functional furniture/furnishings/equipment related to program functionality
- Storage related to program functionality
- Collection / Stack Review (libraries)
- Parking capacity and transit support (e.g., public transportation connections, bicycle storage, etc.)

A program and space report will be developed to document the findings of the facility tours and space assessment.

Programming and facilities assessment workshops (two onsite workshops anticipated to be up to two two-hours) will be conducted to review findings and identify gaps and opportunities for facilities and programs.

4 Visioning

The intent of project visioning is to create alignment between all plan findings and the future priorities of the city.

4.1 Workshops

BerryDunn will complete a set of visioning workshops (two onsite workshops anticipated to be up to two-hours) to further develop long-term strategies for delivering facilities and services.

A) Workshop 1: Mission, Vision, Values, and Strategy Themes

B) Workshop 2: Strategic Initiatives and Key Performance Indicators

Key themes that will guide the city's strategy development are the desire for a unified vision, collaboration among the entities, branding and image, potential economic development ideas, and funding sources. BerryDunn will develop summaries of these workshops, which will list critical issues and opportunities that will inform the subsequent Action Plan.

4.2 Recommendations, Priorities, and Implementation Strategies

An outcome of the workshops will be the development of strategic goals, objectives, and initiatives. We will aim to develop a realistic set of goals and objectives. To identify recommendations for changes to policies and investment allocation, we will vet and rank a preliminary recommendations list, bearing in mind existing organizational initiatives, fiscal realities, organizational culture, and other variables. The resulting goals and objectives will drive a plan that represents the values of the community.

4.3 Action Plan and Timeline

A well prioritized Action Plan and Timeline will be developed to successfully chart out the roadmap for plan implementation. This will be developed by BerryDunn in alignment with city practices and desires.

5.0 Draft Plan

5.1 Draft Plan

BerryDunn will submit a non-designed draft plan for review and comment. The draft plan will incorporate data, findings, and recommendations from the reports and analysis completed in the previous phases as well as the prioritized Action Plan with near-term and long-term timeline designations. It will also include an Executive Summary outlining key sections and recommendations, as well as the plan's background and development.

6.0 Final Plan

6.1 Final Plan

A final plan will be developed based on the input (e.g., staff, Council, public, etc.) received on the draft plan. The final plan will include a designed executive summary document intended for internal and external use. The plan will also include a non-designed, detailed, and comprehensive full plan document with appendices.

7.0 Implementation

7.1 Implementation Workshop

BerryDunn will facilitate an Implementation Workshop with staff, where we will review techniques to deploy the plan effectively. Agenda topics can include:

- Identification of a plan champion or team of champions
- Visual management techniques
- Ongoing employee engagement
- Reporting mechanisms and communication
- Internal marketing
- Institutionalizing the process by documenting steps and continuous improvement
- Ongoing plan adjustments
- Connection to the community, city management and elected officials, and employees

BerryDunn will collaborate with the city to develop progress and tracking tools (e.g., dashboards) in alignment with city practices and desires.

To help ensure the recommended strategies are actionable, we will check in with the city six months and again in one year after the plan is adopted to discuss any issues, challenges, and successes of the implementation.

7.2 Council Presentation: The team will present the plan during a scheduled Council meeting, outlining the plan components, key findings, and recommendations for the future. This presentation will give council members the opportunity to ask questions and request final changes. We find that presenting the plan to key decision-makers helps to promote buy-in and ensure the long-term success of the plan.

8.0 Subconsultants

Each subconsultant partner has been strategically selected to provide exceptional services to Chandler. They provided a memo to BerryDunn, shared with the city, to detail their scope and services in alignment with understood outcomes.

8.1 ETC

ETC will lead the Statistically Valid Survey services associated with Task 2.3.

8.2 J2

J2 will assist with Public Input and Public Outreach associated with Tasks 2.2 and 2.3.

8.3 Richard Kennedy

Richard Kennedy will help lead Programming and Facility Assessment (Task 3.2) associated with library services.

Richard Kennedy will provide additional services with Tasks:

1.1 Project Kickoff

- 1.3 Project Coordination
- 2.2 and 2.3 Public Input and Public Outreach
- 3.1 Needs Assessment
- 4.2 Recommendations, Priorities, and Implementation Strategies
- 5.1 Draft Plan
- 6.1 Final Plan

9.0 Reimbursables

Reimbursable expenses, up to a maximum shown on the Fee Schedule will be paid for actual costs incurred. All reimbursement requests must be submitted with monthly pay application and include a copy of original receipts.

9.1 BerryDunn Reimbursable Travel Budget

This includes reimbursables for travel related expenses such as flights, car rental, mileage, rideshares, hotel, meals, etc.

9.2 BerryDunn Reimbursable Supply/Printing Budget

This includes reimbursables for project implementation and printing related expenses. These will include engagement service related supplies and needs, facilitation supplies, technical fees for software use, printing of engagement collateral and plan documents, etc.

10.0 Allowances

10.1 Owners Allowance

The Owners Allowance is intended for additional services that are found by the city to be required during the course of the project. All tasks completed under this allowance shall be authorized in advance, in writing, by the city's project manager.

10.2 Cost Recovery Model Allowance

Our project team will help the city conduct a comprehensive cost recovery analysis to gain insight and better understand its true costs of providing programs and services for at least the last seven years. The outcomes generated through this analysis will serve as a basis for making informed policy decisions. We will facilitate this analysis using a three-pronged approach, including:

1. Cost of Service and Fees Analysis: to establish current cost of doing business
2. Categorizing: to define who benefits most from a service or program and to place services on a continuum that describes the full spectrum of benefit across the community
3. Cost Recovery Policy Development: to provide guidelines, policies, and procedures to support the implementation of the cost recovery plan

Requires prior written approval from city project manager.

10.3 Operations Cost Assessment Allowance

We will conduct a personnel services analysis to identify all staff providing direct support to

deliver department programs and services. This information will help us begin assessing the financial impact of personnel costs on individual programs and services, which we can then incorporate into our comprehensive cost recovery analysis.

As part of this effort, we will also review the annual operating and capital budget, including budgeted revenues, operating expenses, and capital expenses for a pre-determined time frame (e.g., a fiscal year). Requires prior written approval from the city project manager.

10.4 Landscape Architecture Services Allowance

Specific site design, development of park standards, and related considerations specific to needs developed by the city as part of the planning process, led by J2 in collaboration with BerryDunn. Requires prior written approval from the city project manager.

10.5 Sports Assessment Allowance

Expanded scope of engagement and assessment related efforts specific to needs developed by the city as part of the planning process, led by BerryDunn. Requires prior written approval from city project manager.

Consultant must perform the services within the times set forth in the Production Schedule included herein and made a part hereof by reference.

Consultant must adhere to the Production Schedule described herein and such schedule may not be modified or deviated from without written consent of city. Consultant must revise and submit for review an updated schedule whenever it is demonstrated that the time for completion of the Project Design or of any of the partial completion points listed in the schedule is delayed by two weeks or more. Such adjusted schedule will include a written explanation stating the reasons for the change and a plan for getting back on schedule. Consultant must take all reasonable actions necessary to get the project back on schedule and city will cooperate to assist Consultant.

Draft Production Schedule

	2025		2026										
	D	J	F	M	A	M	J	J	A	S	O	N	D
Project Work Plan and Schedule													
Onsite Kickoff and Tour													
Comprehensive Engagement Strategy													
Online engagement portal													

Statistically Valid Survey													
Engagement													
Engagement Report													
Needs Assessment													
Programming Assessment													
Facilities Assessment													
Recommendations, Priorities, and Implementation Strategies													
Action Plan													
Tracking Tools													
Draft Plan													
Final Plan													
Implementation Workshop													
Final Council Presentation													

Invoicing and Budget Management

Consultant will provide progress billings, on a monthly basis, based on a percentage of each deliverable completed. A monthly progress report will be provided.

**EXHIBIT “B”
COMPENSATION AND FEES**



EXHIBIT "B-1"
Lump Sum Cost Per Task

TASK DESCRIPTION		SUBTOTAL
Task 1.0 Project Management		\$ 21,970.00
1.1	Development of Project Work Plan and Schedule (Virtual Meeting)	\$ 2,660.00
1.2	Project Kickoff	\$ 13,620.00
1.3	Project Meetings (12 Meetings)	\$ 3,750.00
1.4	Project Management and Coordination	\$ 1,940.00
Task 2.0 Comprehensive Engagement		\$ 33,420.00
2.1	Comprehensive Engagement Strategy	\$ 7,570.00
2.2	Online Community Engagement and Public Input	\$ 18,705.00
2.3	Public Outreach and Statistically Valid Survey	\$ 4,130.00
2.4	Engagement Feedback Summary Report	\$ 3,015.00
Task 3.0 Data Collection and Analysis		\$ 64,910.00
3.1	Needs Assessment	\$ 15,710.00
3.2	Program and Facility Assessment	\$ 49,200.00
Task 4.0 Visioning		\$ 33,270.00
4.1	Workshops	\$ 8,460.00
4.2	Recommendations, Priorities, and Implementation Strategies	\$ 14,830.00
4.3	Action Plan and Timeline	\$ 9,980.00
Task 5.0 Draft Plan		\$ 11,535.00
5.1	Draft Plan	\$ 11,535.00
Task 6.0 Final Plan		\$ 6,985.00
6.1	Final Plan	\$ 6,985.00
Task 7.0 Implementation		\$ 7,275.00
7.1	Implementation Workshop	\$ 4,850.00
7.2	Council Presentation	\$ 2,425.00
Task 8.0 Sub-Consultants		\$ 63,654.00
8.1	ETC	\$ 16,000.00
8.2	J2	\$ 3,449.00
8.3	Richard Kennedy	\$ 44,205.00
Task 9.0 Reimbursables		\$ 26,000.00
9.1	BD Reimbursable Travel Budget	\$ 16,000.00
9.2	BD Reimbursable Supply / Printing Budget	\$ 10,000.00
10.0 Allowances		\$ 70,778.28
10.1	Owners Allowance	\$ 32,282.28
10.2	Cost Recovery Model	\$ 11,625.00
10.3	Operations Cost Assessment	\$ 10,475.00
10.4	Landscape Architecture Technical Services	\$ 10,776.00
10.5	Sports Assessment	\$ 5,620.00
TOTAL COST:		\$ 339,797.28



EXHIBIT "B-2"
Hours and Rates

	Jason Genck PM \$ 255.00	JR Clanton EM \$ 230.00	JR Clanton Rich Neuman Adrian Newman James Mickle Ryan Hegreness SME Manager \$ 230.00	Jeff Milkes Oliver Amaya Caylon Vielehr Lakita Frazier Monique le Conge Ziesenhenn SME Sr C \$ 200.00	Dante Cavaz Miranda Hanson SME Staff \$ 165.00	Admin \$ 90.00	< PROJECT ROLE < HOURLY RATES	
TASK DESCRIPTION							TOTAL HOURS PER TASK	Cost Per Task
Task 1.0 Project Management	20	16	34	0	22	8	100	\$ 20,950.00
1.1 Development of Project Work Plan and Schedule (Virtual Meeting)	4	4				8		
1.2 Project Kickoff	8	4	32		20			
1.3 Project Meetings (12 Meetings)	8	4	2		2			
1.4 Project Management and Coordination		4	3		2			
Task 2.0 Public Input, Community Engagement, and Public Outreach	10	6	60	30	56	5	167	\$ 33,420.00
2.1 Comprehensive Engagement Strategy	2	2	20	10				
2.2 Online Community Engagement and Public Input	5	2	20	20	48	5		
2.3 Public Outreach and Statistically Valid Survey	2	2	8		8			
2.4 Engagement Feedback Summary Report	1		12					
Task 3.0 Data Collection and Analysis	20	17	105	35	150	0	327	\$ 64,910.00
3.1 Needs Assessment	10	7	20	10	30			
3.2 Program and Facility Assessment	10	10	85	25	120			
Task 4.0 Visioning	47	35	26	5	27	20	160	\$ 33,270.00
4.1 Workshops	10	10	8		8	5		
4.2 Recommendations, Priorities, and Implementation Strategies	25	15	9	5	9	5		
4.3 Action Plan and Timeline	12	10	9		10	10		
Task 5.0 Draft Plan	20	15	3	3	7	6	54	\$ 11,535.00
5.1 Draft Plan	20	15	3	3	7	6		
Task 6.0 Final Plan	10	4	2	2	15	2	35	\$ 6,985.00
6.1 Final Plan	10	4	2	2	15	2		
Task 7.0 Implementation	15	15	0	0	0	0	30	\$ 7,275.00
7.1 Implementation Workshop	10	10						
7.2 Council Presentation	5	5						
Task 8.0 Sub-Consultants	0	0	0	0	0	0	0	
8.1 ETC								\$ 16,000.00
8.2 J2								\$ 3,449.00
8.3 Richard Kennedy								\$ 97,500.00
Task 9.0 Reimbursables	0	0	0	0	0	0	0	
9.1 BD Reimbursable Travel Budget								
9.2 BD Reimbursable Supply / Printing Budget								
10.0 Allowances	0	0	0	0	0	0	0	
10.1 Owners Allowance								
10.2 Cost Recovery Model								
10.3 Operations Cost Assessment								
10.4 Landscape Architecture Technical Services								
10.5 Sports Assessment								
							Total Hours	873
	142	108	230	75	277	41		\$ 178,345.00

EXHIBIT "C"

INSURANCE REQUIREMENTS

1. General.

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

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

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

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

2.2 *Commercial General Liability-Occurrence Form.* Consultant must maintain “occurrence” form Commercial General Liability insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 aggregate. Said insurance must also include coverage for products and completed operations, independent contractors, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be “follow form” equal or broader in coverage scope than underlying insurance.

2.3 *Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles Vehicle Liability:* Consultant must maintain Business/Automobile Liability insurance with a limit of \$1,000,000 each accident on Consultant owned, hired, and non-owned vehicles assigned to or used in the performance of Consultant’s work or services under this Agreement. If any Excess or Umbrella insurance is utilized to fulfill the requirements of this paragraph, the Excess or Umbrella insurance must be “follow form” equal or broader in coverage scope than underlying insurance.

2.4 *Workers Compensation and Employers Liability Insurance:* Consultant must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Consultant employees engaged in the performance of work or services under this Agreement and must also maintain Employers’ Liability insurance of not less than \$1,000,000 for each accident and \$1,000,000 disease for each employee.

3. Additional Policy Provisions Required.

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

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

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

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

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

- 3.1.5. The policies must contain a severability of interest clause and waiver of subrogation against City, its officers, officials, agents, and employees, for losses arising from Work performed by Consultant for City. (Does not apply to Professional Liability coverage.)
- 3.1.6. Consultant, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of 3 years following completion and acceptance of the Work. Consultant must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this 3-year period containing all the Agreement insurance requirements, including naming City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.
- 3.1.7. If a Certificate of Insurance is submitted as verification of coverage, City will reasonably rely upon the Certificate of Insurance as evidence of coverage, but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement.

3.2. *Insurance Cancellation During Term of Agreement.*

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

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

- 3.3.1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, Consultant; Products and Completed operations of Consultant; and automobiles owned, leased, hired, or borrowed by Consultant.
- 3.3.2. City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by Consultant even if those limits of liability are in excess of those required by this Agreement.

EXHIBIT "D"

SPECIAL CONDITIONS

1. **Consultant and Subconsultant Worker Background Screening.** Consultant agrees that all contract workers and subconsultants (collectively "Contract Worker(s)") that Consultant furnishes to City under this Agreement will be subject to background and security checks and screening as set forth in this Section (collectively "Background Screening") at Consultant's sole cost and expense. As part of the Background Screening, Consultant must provide to a person designated by the City the name(s), address(es), and phone number(s) of all Contract Workers who will provide any services under this Agreement. All Contract Workers must comply with these Background Screening requirements. All Contract Workers must be able to provide proof of the legal right to work in the United States. The Background Screening provided by Consultant must comply with all applicable laws, rules, and regulations. Consultant further agrees that the Background Screening required in this Section is necessary to preserve and protect public health, safety, and welfare. The Background Screening requirements set forth in this Section are the minimum requirements for this Agreement. City in no way warrants that these minimum requirements are sufficient to protect Consultant from any liabilities that may arise out of Consultant's services under this Agreement or Consultant's failure to comply with this Section. Therefore, in addition to the specific measures set forth below, Consultant and its Contract Workers must take such other reasonable, prudent, and necessary measures to further preserve and protect public health, safety, and welfare when providing services under this Agreement.
2. **Background Screening Requirements and Criteria.** Before offering or scheduling any services under this Agreement, Consultant agrees that all Contract Workers, including the Consultant, if the Consultant is an individual or sole proprietorship, must have successfully passed a Background Screening in accordance with this Section. Consultant warrants that no person will be permitted to substitute for a Contract Worker who has satisfied the Background Screening requirements until the proposed substitute has also satisfied the Background Screening requirements in this Section. For review and approval, Consultant must submit to a person designated by the City proof of a completed Background Screening for each Contract Worker over the age of 18 performing services under this Agreement no fewer than two (2) weeks before the proposed start date of such Contract Worker's services. The Background Screening must have been completed within the 12-month period preceding the Contract Worker's start date under this Agreement and must include the results of a social security (SSN) trace, a national criminal databased check with source verification, and a sex offender database search.
3. **Additional City Rights Regarding Security Inquiries.** In addition to the foregoing, City reserves the rights but not the obligations to: (1) have a Contract Worker be required to provide fingerprints and execute such other documentation as may be necessary to obtain criminal justice information pursuant to A.R.S. § 41-1750(G) (4) or Chandler City Code § 4-22; (2) act on newly acquired information whether or not such information should have been previously discovered; (3) unilaterally change its standards and criteria relative to the acceptability of Contract Workers; and (4) object, at any time and for any

reason, to a Contract Worker performing work (including supervision and oversight) under this Agreement.

4. **Consultant Certification.** By executing this Agreement, Consultant certifies that Consultant has read and understands the Background Screening requirements and criteria in this Section and will fully comply with such requirements. Consultant further certifies that any Background Screening information to be furnished to City related to Consultant or its Contract Workers will be complete, current, and accurate. A Contract Worker rejected for work under this Agreement will not be proposed to perform work under other City contracts or engagements without City's prior written approval.
5. **Terms of This Section Applicable to all of Consultant's Contracts and Subcontracts.** Consultant must include the terms of this Section for Contract Worker Background Screening in all contracts and subcontracts for services furnished under this Agreement including, but not limited to, supervision and oversight services.
6. **Materiality of Background Screening Requirements: Indemnity.** The Background Screening requirements of this Section are material to City's entry into this Agreement and any breach of this Section by Consultant will be deemed a material breach of this Agreement. In addition to the indemnity provisions set forth in this Agreement, Consultant must defend, indemnify, and hold harmless City for any and all Claims arising out of this Background Screening Section including, but not limited to, the disqualification of a Contract Worker by Consultant or City for failure to satisfy this Section.

Continuing Duty, Audit. Consultant's obligations and requirements that Contract Workers satisfy this Background Screening Section will continue throughout the entire term of this Agreement. Consultant must notify City immediately of any change to a Background Screening of a Contract Worker previously accepted by City. Consultant must maintain all records and documents related to all Background Screenings and City reserves the right to audit Consultant's compliance with this Section under the terms of this Agreement.

EXHIBIT "E"
SUBCONSULTANT DOCUMENTS WITH CONSULTANT

Any subconsultant assumptions, clarifications, exclusions, terms & conditions, signature blocks, etc. included are strictly between the Consultant and their subconsultants, and do not apply to the Agreement between the Consultant and the City.



Helping Organizations Make Better Decisions

725 W. Frontier Lane, Olathe, Kansas 66061

Phone: (913) 829-1215

etcinstitute.com

August 26, 2025

Jason Genck
Manager/Practice Lead
BerryDunn
(541) 868-4758
jgenck@berrydunn.com

Subject: Proposal to Conduct a Statistically Valid Community Survey for the City of Chandler, Arizona

ETC Institute is pleased to submit a quote to conduct a Statistically Valid Community Survey for BerryDunn on behalf of the City of Chandler, Arizona. If selected for this project, ETC Institute will provide the following services:

Task 1: Design the Survey and Prepare the Sampling Plan. Task 1 will include the following services:

- Working with BerryDunn and City staff to develop the content of the survey. ETC Institute will meet by phone/video conference with BerryDunn and the City to discuss the goals and objectives for the project. To facilitate the survey design process, ETC Institute will provide sample surveys created for similar projects. It is anticipated that 3-4 drafts of the survey will be prepared before the survey is approved by the City. The survey will be up to 6 pages in length.
- Participating in meetings by phone/video conference to develop the survey.
- Conducting a pilot test of the survey to ensure the questions are easily understood. Based on the results of the pilot test, ETC Institute will recommend changes (if needed) to the survey.
- Selecting a random sample of residents to be contacted for the survey. The sample will be address-based.

Deliverable Task 1. ETC Institute will provide a copy of approved survey instrument.

Task 2: Administer the Survey. Task 2 will include the following services:

- ETC Institute will administer the survey by a combination of mail and online.
- ETC Institute will mail the survey and a cover letter (on City letterhead) to a random sample of households in the City. Only one survey per household will be sent. Postage-paid envelopes will be provided by ETC Institute for each respondent. The City will provide a cover letter for the mailed survey. The cover letter will contain a link to an online version of the survey. Residents who receive the survey will have the option of returning the printed survey by mail or completing it on-line.
- ETC Institute can follow-up with residents who receive the mailed survey by sending postcards, texts, and/or a second mailing (if needed) to maximize participation in the survey. ETC Institute will continue following up with households until reaching a minimum of 400 completed surveys. A sample size of 400 completed surveys will provide results that have a margin of error of +/-5.0% at the 95% level of confidence at the City level.
- ETC Institute will promote awareness of the survey using social media ads on Facebook and Instagram to encourage participation.
- All respondents who complete the survey online will be required to provide their home address when they finish the survey. ETC Institute will match addresses from respondents who complete the survey online to the addresses that were selected for the random sample to ensure the participant is part of the random sample. If a respondent does not provide an address or the address is not part of the random sample, it will not be included.
- ETC Institute will monitor the distribution of the sample to ensure that the sample reasonably reflects the demographic composition of the City with regard to geographic dispersion, age, gender, race/ethnicity and other factors. ETC Institute will weight the data as needed if one or more demographic groups is over/underrepresented relative to recent Census estimates for the City's population.
- **Optional Service:** ETC Institute can send the City a link to the online survey that any resident can fill out (**general public survey**). The City can promote the link on their website, through social media, at public meetings, etc. The results from the general public survey will be processed and analyzed in a separate database from the statistically valid surveys (random sample). The survey results from the general public survey will not be included as part of the final report based on the statistically valid surveys, but ETC will provide the City with the general public survey results as tabular data.

Deliverable Task 2. ETC Institute will provide a copy of the overall results for each question on the survey.

Task 3: Analysis and Final Report. ETC Institute will submit a final report to the City. At a minimum, this report will include the following items:

- Formal report that includes an executive summary of the survey methodology and a description of major findings.

- Charts and graphs that show the overall results of each question on the survey.
- Tabular data that shows the results for each question on the survey, including open ended questions.
- A copy of the survey instrument

Deliverable Task 3: ETC Institute will submit the survey findings report in an electronic format. ETC Institute will also provide the raw data in an Excel database, or other format as requested by the City.

Project Schedule

Listed below is ETC Institute’s typical timeline for administering a community survey. Since the surveys will be administered entirely in-house, the completion date for the project is completely within our control. If desired, we can meet a more ambitious timeline and are available to start at a date most convenient for the City.

- **Month 1**
Design survey instrument
Finalize sampling plan
- **Months 2-3**
Administer the survey
- **Month 4**
Draft Report Submitted for review
Prepare and Deliver the Final Report

Fee

The table below shows a breakdown of the fees for the services described in this proposal. The total cost for a sample size of 400 surveys would be \$16,000.

Task	400 Surveys
Design Survey & Prepare Sampling Plan	\$2,000.00
Administration of a 15-20 minute survey (up to 6 pages)	\$11,500.00
Formal Report <i>(includes executive summary, charts, tabular data)</i>	\$2,500.00
TOTAL	\$16,000.00

Optional Services. If desired, ETC Institute will provide the following “optional” services. The fees for “optional” services would be in addition to the prices shown in the table above.

- General Public Survey that is available for all residents to complete. ETC will provide the results as tabulated data (\$1,500).
- An on-site presentation of the final results at a date to be determined (\$2,500).

ETC Institute Staff Assigned to the Project:

Project Manager – Jason Morado
Research Analyst – Lauren Debes
Director of Operations – Mike Rich
Data Scientist – Alex Jaeger
Web Survey Designer – Steve Umscheid
Support Staff Supervisor – Mary Huffe
Support Staff – This will involve a number of employees.

CLOSING: We appreciate your consideration of this proposal and look forward to your decision. If you have any questions, please do not hesitate to call me at (913) 254-4514.

Sincerely,

A handwritten signature in dark ink, appearing to read "Jason Morado". The signature is fluid and cursive, with the first name "Jason" and last name "Morado" clearly distinguishable.

Jason Morado
Vice President and Director of Community Research
ETC Institute
725 W. Frontier Circle
Olathe, KS 66061
(913) 254-4514
jason.morado@etcinstitute.com



August 27, 2025

Jason Genck
Senior Manager/Practice Lead
Local Government Practice Group
BerryDunn

Re: PR2503.101 – Recreation and Library Strategic Master Plan

Jason,
J2 Engineering and Environmental Design, LLC (J2 Design) is pleased to provide professional local engagement support for the City of Chandler's Recreation and Library Strategic Master Plan. This proposal is based upon our understanding of the project from our conversations and the City's scoping meeting. J2 will serve as a sub-consultant for the project.

Project Understanding: The City of Chandler has selected BerryDunn as the prime consultant to lead the Recreation and Library Strategic Master Plan project. J2 will serve as a sub-consultant to BerryDunn to provide limited local engagement support services. The scope of work will involve public engagement brainstorming and public meeting attendance. J2's involvement will be for a not-to-exceed limit of **\$3,449.00**. Staff members Jeffrey Velasquez, PLA, Maria Rios, PLA, and Suzie White will provide services for the project.

A project allowance for J2 additional services, on an as-needed basis and as requested by City of Chandler and BerryDunn, will also be included for project support for **\$10,776**. The allowance will only be utilized if authorized in writing by City of Chandler.

Thank you for including J2 Design on the team, and for the opportunity to provide professional services on this project. Please contact me if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jeffrey Velasquez'.

Jeffrey Velasquez, PLA, ASLA
Principal, J2 Design
jvelasquez@j2design.us
office 602.438.2221
mobile 480.720.0858

RICHÄRD KENNEDY ARCHITECTS

August 27, 2025

Mr. Jason Genck
Senior Manager / Practice Lead
BerryDunn
541.868.4758
jgenck@barrydunn.com

Reference: Chandler Recreation and Library Strategic Master Plan
Scope and Fee – Library Facilities Assessment

Dear Mr. Genck,

Richärd | Kennedy Architects is pleased to provide our scope and fee for the Library Facilities Assessment portion of the Chandler Recreation and Library Strategic Master Plan. This letter outlines our understanding of the scope of professional services we will provide as Library Architect and the associated fee to complete the scope.

Project Phases & Deliverables

Project Management and Coordination

- Participation in Kick-off Meeting and System Tour.

Data Collection and Analysis

- *Facility Assessments*

Assess (4) library facilities including Basha Library, Downtown Library, Hamilton Library, and Sunset Library in alignment with outcomes and expectations desired from the City. Scope to include:

- Kick-off virtual meeting to discuss existing facilities with leadership and staff.
- Tour existing (4) facilities. These tours are more focused and detailed than the kick-off tours and will be a combination of design team assessment on their own and time walking with staff. Tours should include library staff that have familiarity with all spaces and programs. Suggest 4 hours for each library. The intention of tours is to assess and document each existing facility's physical space for current use and functionality based on the following criteria:
 - Functional operation for program and flow.
 - Size
 - is the size sufficient for activities provided
 - identify use for excess space
 - General acoustics related to program functionality
 - General AV/IT related to program functionality
 - Lighting related to program functionality
 - Functional furniture/furnishings/equipment related to program functionality

- Collection / Stack Review
 - Review book stacks layout and general utilization based on visual observations.
 - Provide recommendations on optimization and/or alternate configurations for improved space utilization.
- Provide a Program / Space Review Report documenting the findings of the facility tours and space assessment. Report to include:
 - Space list for each of (4) facilities including space type, quantity, and size (SF)
 - Generate space list from existing scalable drawings provided by the client.
 - Comments/Remarks on use/functionality of spaces as currently utilized based on the listed criteria.
 - Photos of existing conditions as required to document comments/remarks.
- Workshop 1 with stakeholders as defined by the city. Suggest this is done with 3 separate groups: leadership, staff task force, community task force.
 - Share the findings of the Facility Tour Report.
 - Workshop to discuss strengths, weaknesses, wants, and needs.
- Develop Upgrades and Opportunities to improve the functionality of the existing space for each facility based on program / space review and outcomes of Workshop 1.

DELIVERABLES

- Draft Facility Assessment Report for review to include:
 - Summary of process and findings.
 - Program / Space Review Report.
 - Upgrades and Opportunities for each facility.
 - Capital recommendations for library facilities for inclusion in overall Capital Improvement Plan.

Draft and Final Plan

- Provide Draft Library Facility Assessment Report for inclusion in overall plan.
- Update Draft Library Facility Assessment Report based on city comments and provide the Final Library Facility Assessment Report for inclusion in Final Recreational and Library Strategic Master Plan.

Internal Team Coordination

- Participate in internal team coordination meetings as determined by BerryDunn.

Clarifications & Exclusions

The following items are excluded from our scope of work:

- As-built documentation of existing facilities
- Site Review
- MEP Systems Review
- Structural Review
- Civil Review
- Landscape Review

- Detailed Acoustic Analysis
- Detailed Collection / Stack Analysis
- Furniture, Fixtures, and Equipment life cycle review
- Detailed AV / IT review beyond support of program/space functionality
- Security Review – NOTE: this can be added if community input deems it necessary
- Detailed Sustainability Review – NOTE: general sustainability concepts and recommendations will be included in scope as they arise related to the Facilities Assessment process
- Cost estimating services related capital improvement recommendations

Library Facilities Assessment Fee

\$44,205

For the scope noted above **Lee Swanson** will act as the **Library Planner** and **Ana Castillo** will act as the **Library Designer**. We are thrilled to be a part of the BerryDunn team on this important project!

Sincerely,

A handwritten signature in black ink, appearing to read 'Lee Swanson', with a long horizontal flourish extending to the right.

Lee Swanson, AIA, LEED AP
Principal
Richärd | Kennedy Architects

EXHIBIT "F"
FEDERAL REQUIREMENTS

N/A

Certificate Of Completion

Envelope Id: F078AADA-23BD-4683-B892-0107738E3BAC

Status: Sent

Subject: *COUNCIL 10/16* PR2503.101 Recreation and Library Strategic Master Plan - BerryDunn

EDMS Application: PWU_CAPITAL_PROJECTS_CONTRACT_MANAGEMENT

Source Envelope:

Document Pages: 41

Signatures: 2

Envelope Originator:

Certificate Pages: 7

Initials: 0

Chandler CIP

AutoNav: Enabled

PO Box 4008

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Chandler, 85244

Time Zone: (UTC-07:00) Arizona

chandlercip@chandleraz.gov

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Pool: City of Chandler

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Signer Events

Signature

Timestamp

Chad Snow

csnow@berrydunn.com

Chief Operating Officer

Berrydunn

Security Level: Email, Account Authentication
(None)

Chad Snow

Signature Adoption: Pre-selected Style
Using IP Address: 69.49.157.66

Sent: 9/16/2025 | 05:42 AM

Resent: 9/18/2025 | 04:08 PM

Resent: 9/22/2025 | 11:07 AM

Viewed: 9/22/2025 | 12:25 PM

Signed: 9/22/2025 | 12:39 PM

Electronic Record and Signature Disclosure:

Accepted: 9/16/2025 | 05:46 AM

ID: 14233828-f676-4af7-a8db-71d77a0dded8

Daniel Haskins

daniel.haskins@chandleraz.gov

CIP City Engineer

Security Level: Email, Account Authentication
(None)

Daniel Haskins

Signature Adoption: Pre-selected Style
Using IP Address: 198.241.2.1

Sent: 9/22/2025 | 12:39 PM

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Signed: 9/22/2025 | 12:43 PM

Electronic Record and Signature Disclosure:

Accepted: 9/22/2025 | 12:43 PM

ID: 9ec2715d-0698-48a2-b287-5b6a4578ee06

Daniel L Brown

Daniel.Brown@chandleraz.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Accepted: 7/1/2021 | 08:17 AM

ID: 563d172a-e614-4b9b-b2a1-61a0afc8280a

Kevin Hartke

kevin.hartke@chandleraz.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Accepted: 6/28/2021 | 11:17 AM

ID: 2531f230-027c-41f7-9166-1189df6a8c8f

Signer Events	Signature	Timestamp
Dana DeLong Dana.DeLong@chandleraz.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 6/28/2021 01:03 PM ID: e796186e-c533-4a41-978c-34d69e29778a		

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Michelle Reeder michelle.reeder@chandleraz.gov Procurement Senior Specialist City of Chandler Security Level: Email, Account Authentication (None)		Sent: 9/22/2025 12:43 PM
Electronic Record and Signature Disclosure: Accepted: 3/18/2025 10:55 AM ID: 1ac24ab2-9990-4da1-8fdc-64ed51bd8509		
Records Division		
Signing Group: Records Division		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via Docusign		

Agent Delivery Events	Status	Timestamp
Chad Snow csnow@berrydunn.com Chief Operating Officer Berrydunn Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 9/16/2025 05:41 AM ID: f00ef2cb-585c-4ab4-a327-b6c235d8384b	VIEWED Using IP Address: 69.49.157.66	Sent: 9/15/2025 06:01 PM Viewed: 9/16/2025 05:41 AM Completed: 9/16/2025 05:42 AM

Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
Michelle Reeder michelle.reeder@chandleraz.gov Procurement Senior Specialist City of Chandler Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 3/18/2025 10:55 AM ID: 1ac24ab2-9990-4da1-8fdc-64ed51bd8509	COPIED	Sent: 9/15/2025 06:01 PM
Katie Gaul Katie.Gaul@chandleraz.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure:	COPIED	Sent: 9/15/2025 06:01 PM Viewed: 9/16/2025 08:25 AM

Carbon Copy Events	Status	Timestamp
Accepted: 8/29/2025 02:57 PM ID: b8fd29cc-fb22-4c64-8e1c-1b78818e5f38 Chad Snow csnow@berrydunn.com Chief Operating Officer Berrydunn Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 9/16/2025 05:46 AM ID: 14233828-f676-4af7-a8db-71d77a0dded8	COPIED	Sent: 9/22/2025 12:39 PM
Michelle Reeder michelle.reeder@chandleraz.gov Procurement Senior Specialist City of Chandler Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 3/18/2025 10:55 AM ID: 1ac24ab2-9990-4da1-8fdc-64ed51bd8509	COPIED	Sent: 9/22/2025 12:39 PM
Katie Gaul Katie.Gaul@chandleraz.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 8/29/2025 02:57 PM ID: b8fd29cc-fb22-4c64-8e1c-1b78818e5f38	COPIED	Sent: 9/22/2025 12:43 PM Viewed: 9/23/2025 09:19 AM
Michelle Reeder michelle.reeder@chandleraz.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 3/18/2025 10:55 AM ID: 1ac24ab2-9990-4da1-8fdc-64ed51bd8509		
Michelle Reeder michelle.reeder@chandleraz.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 3/18/2025 10:55 AM ID: 1ac24ab2-9990-4da1-8fdc-64ed51bd8509		
Bridgette Rhodehouse Bridgette.Rhodehouse@chandleraz.gov Jennifer Ekblad jennifer.ekblad@chandleraz.gov Dorothy Hernandez dorothy.hernandez@chandleraz.gov Vianka Enriquez Vianka.Enriquez@chandleraz.gov Signing Group: Records Division Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Carbon Copy Events	Status	Timestamp
Michelle Reeder michelle.reeder@chandleraz.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 3/18/2025 10:55 AM ID: 1ac24ab2-9990-4da1-8fdc-64ed51bd8509		
Donna Rygiel donna.rygiel@chandleraz.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 3/28/2025 11:23 AM ID: 40e41fec-eb0c-46d0-b3fc-d151223d8411		
Katie Gaul Katie.Gaul@chandleraz.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 8/29/2025 02:57 PM ID: b8fd29cc-fb22-4c64-8e1c-1b78818e5f38		
Melanie Sikes Melanie.Sikes@chandleraz.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 8/1/2025 02:13 PM ID: 5d4b3f3a-63fb-4d78-bb91-862fc465e5d4		
Chad Snow csnow@berrydunn.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 9/16/2025 05:46 AM ID: 14233828-f676-4af7-a8db-71d77a0dded8		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/15/2025 06:01 PM
Envelope Updated	Security Checked	9/16/2025 05:42 AM
Envelope Updated	Security Checked	9/16/2025 05:42 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Chandler:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: esignature@chandleraz.gov

To advise City of Chandler of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at esignature@chandleraz.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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To request paper copies from City of Chandler

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to esignature@chandleraz.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Chandler

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to esignature@chandleraz.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Chandler as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Chandler during the course of your relationship with City of Chandler.