



City Clerk Document No. \_\_\_\_\_

Public Housing Authority Commission Meeting Date: February 2, 2026

**CITY OF CHANDLER SERVICES AGREEMENT  
PUBLIC HOUSING HUD ENVIRONMENTAL REVIEW CONSULTING SERVICES  
CITY OF CHANDLER AGREEMENT NO. HO5-918-4945**

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and SWCA, Inc., an Arizona Corporation (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties), made \_\_\_\_\_, 2026 (Effective Date).

**RECITALS**

A. On or about October 24, 2025, the City issued a solicitation for public housing HUD environmental review consulting services. Under the solicitation, the City proposes to enter into three related agreements to provide public housing HUD environmental review consulting services in various amounts for the prices set forth in each public housing HUD environmental review consulting services agreement. Although the amount and type of public housing HUD environmental review consulting services purchased by the City may vary, the total sum for all three public housing HUD environmental review consulting services agreements must not exceed \$200,000.

B. City proposes to purchase public housing HUD environmental review consulting services from Contractor as more fully described in Exhibit A, which is attached to and made a part of this Agreement by this reference.

C. Contractor is ready, willing, and able to provide the goods or 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.

D. City desires to contract with the Contractor to provide these goods or services under the terms and conditions set forth in this Agreement.

**AGREEMENT**

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

## SECTION I: DEFINITIONS

For purposes of this Agreement, the following definitions apply:

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

**City** means the City of Chandler, Arizona

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

**Days** means calendar days

**May, Should** means something that is not mandatory but permissible

**Shall, Will, Must** means a mandatory requirement

## SECTION II: CONTRACTOR'S SERVICES

Contractor must perform in accordance with Exhibit A to the City's satisfaction within the terms and conditions of this Agreement and within the care and skill that a person who provides similar goods services in Chandler, Arizona exercises under similar conditions. All goods or services furnished by Contractor under this Agreement must be performed in a skilled and workmanlike manner. Unless authorized by the City in writing, all fixtures, furnishings, and equipment furnished by Contractor as part of the goods 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 goods or services.

## SECTION III: PERIOD OF SERVICE

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

The term of the Agreement is one year, and begins on February 9, 2026, and ends on February 8, 2027 unless sooner terminated in accordance with the provisions of this Agreement. The City and the Contractor may mutually agree to extend the Agreement for up to four additional terms of one year each, or portions thereof. The City reserves the right, at its sole discretion, to extend the Agreement for up to 90 days beyond the expiration of any extension term.

## SECTION IV: PAYMENT OF COMPENSATION AND FEES

4.1 Unless amended in writing by the Parties, Contractor's compensation and fees must not exceed the unit prices and amounts as more fully described in Exhibit B for performance approved and accepted by the City under this Agreement. Contractor must submit requests for payment for goods or services approved and accepted during the previous billing period and must include, as applicable, detailed invoices and receipts, a narrative description of the tasks accomplished during the billing period, a list of any deliverables submitted, and any subcontractor's or supplier's actual requests for payment plus similar narrative and listing of their work. Payment for those goods or services negotiated as a lump sum will be made in accordance with the percentage of the goods furnished or services completed during the preceding billing period. Goods or services negotiated as a not-to-exceed fee will be paid in accordance with the goods furnished or services completed during the preceding month. All requests for payment must be submitted to the City for review and approval. The City will make payment for approved and accepted goods or services within 30 days of the City's receipt of the request for payment.

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

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

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

## **SECTION V: GENERAL CONDITIONS**

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

5.2 Alteration in Character of Work. Whenever an alteration in the character of work results in a substantial change in this Agreement, thereby materially increasing or decreasing the scope of work, cost

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

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

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

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

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

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

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

<b>For the City</b>	<b>For the Contractor</b>
Name: Raquel McMahan	Name: Jana Sterling
Title: Procurement Officer	Title: Southwest Vice President
Address: 175 S. Arizona Ave. Chandler, AZ 85225	Address: 20 E. Thomas Rd., Ste. 1700 Phoenix, AZ 85012
Phone: 480-782-2407	Phone: 602-274-3831
Email: raquel.mcmahan@chandleraz.gov	Email: aaron.gannon@swca.com

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

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

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

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

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

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

5.15 Project Staffing. Prior to the start of any work under this Agreement, the Contractor must assign to the City the key personnel that will be involved in furnishing goods or performing services prescribed in the Agreement. The City may acknowledge its acceptance of such personnel to furnish goods or perform services under this Agreement. At any time hereafter that the Contractor desires to change key personnel while performing under the Agreement, the Contractor must submit the qualifications of the new personnel to the City for prior approval. The Contractor will maintain an adequate and competent staff of qualified persons, as may be determined by the City, throughout the performance of this Agreement to ensure acceptable and timely completion of the Scope of Work. If the City objects, with reasonable cause, to any of the Contractor's staff, the Contractor must take prompt corrective action acceptable to the City and, if required, remove such personnel from the Project and replace with new personnel agreed to by the City.

5.16 Subcontractors. Prior to beginning the work, the Contractor must furnish the City for approval the names of subcontractors to be used under this Agreement. Any subsequent changes are subject to the City's written prior approval.

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

5.18 Compliance with Federal Laws. Contractor 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. The Contractor agrees to comply with these laws in performing this Agreement and to permit the City to verify such compliance.

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

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

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

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

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

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

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

5.26 Data Confidentiality and Data Security. As used in the Agreement, data means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by, obtained by, or transmitted to the Contractor or its subcontractors in the performance of this Agreement. The Parties agree that all data, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to the Contractor or its subcontractors in connection with the Contractor's or its subcontractor's performance of this Agreement is confidential and proprietary information belonging to the City. Except as specifically provided in this Agreement, Contractor or its subcontractors must not divulge data to any third party without the City's prior written consent. Contractor or its subcontractors must not use the data for any purposes except to perform the services required under this Agreement. These prohibitions do not apply to the following data provided to the Contractor or its subcontractors have first given the required notice to the City: (a) data which was known to the Contractor or its

subcontractors prior to its performance under this Agreement unless such data was acquired in connection with work performed for the City; or (b) data which was acquired by the Contractor or its subcontractors in its performance under this Agreement and which was disclosed to the Contractor or its subcontractors by a third party, who to the best of the Contractor's or its subcontractors knowledge and belief, had the legal right to make such disclosure and the Contractor or its subcontractors are not otherwise required to hold such data in confidence; or (c) data which is required to be disclosed by virtue of law, regulation, or court order, to which the Contractor or its subcontractors are subject. In the event the Contractor or its subcontractors are required or requested to disclose data to a third party, or any other information to which the Contractor or its subcontractors became privy as a result of any other contract with the City, the Contractor must first notify the City as set forth in this Section of the request or demand for the data. The Contractor or its subcontractors must give the City sufficient facts so that the City can be given an opportunity to first give its consent or take such action that the City may deem appropriate to protect such data or other information from disclosure. Unless prohibited by law, within ten calendar days after completion or termination of services under this Agreement, the Contractor or its subcontractors must promptly deliver, as set forth in this Section, a copy of all data to the City. All data must continue to be subject to the confidentiality agreements of this Agreement. Contractor or its subcontractors assume all liability to maintain the confidentiality of the data in its possession and agrees to compensate the City if any of the provisions of this Section are violated by the Contractor, its employees, agents or subcontractors. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. A violation of this Section may result in immediate termination of this Agreement without notice.

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

5.28 Jurisdiction and Venue. This Agreement is made under, and must be construed in accordance with and governed by the laws of the State of Arizona without regard to the conflicts or choice of law

provisions thereof. Any action to enforce any provision of this Agreement or to obtain any remedy with respect hereto must be brought in the courts located in Maricopa County, Arizona, and for this purpose, each Party hereby expressly and irrevocably consents to the jurisdiction and venue of such court.

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

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

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

5.32 Integration. This Agreement contains the full agreement of the Parties. Any prior or contemporaneous written or oral agreement between the Parties regarding the subject matter is merged and superseded.

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

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

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

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

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

secure at all times. This directive applies to all City documents, whether in photographic, printed, or electronic data format.

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

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

5.39 Special Conditions. As part of the goods furnished or the services Contractor provides under this Agreement, Contractor agrees to comply with and fully perform the special terms and conditions set forth in Exhibit D, which is attached to and made a part of this Agreement.

5.40 Cooperative Use of Agreement. In addition to the City of Chandler and with approval of the Contractor, this Agreement may be extended for use by other municipalities, school districts and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

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

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

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

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

5.43 Warranties. Unless otherwise provided in Exhibit D, the Contractor must furnish a one-year warranty on all work and services performed under this Agreement. Contractor must furnish, or cause to be furnished, a two-year warranty on all fixtures, furnishings, and equipment furnished by Contractor, subcontractors, or suppliers under this Agreement. Any defects in design, workmanship, or materials that do not comply with this Agreement must be corrected by Contractor (including, but

not limited to, all parts and labor) at Contractor's sole cost and expense. All written warranties and redlines for as-built conditions must be delivered to the City on or before the City's final acceptance of Contractor's services under this Agreement.

5.44 Liens. The Contractor warrants that the materials supplied under this Agreement are free of liens and will remain free of liens.

5.45 Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the City of the materials, they will be (a) of a quality to pass without objection in the trade under the Agreement description, (b) fit for the intended purposes for which the materials are used, (c) within the variations permitted by the Agreement and are of even kind, quantity, and quality within each unit and among all units, (d) adequately contained, packaged and marked as the Agreement may require, and (e) conform to the Contractor's written promises or affirmations of fact.

5.46 Fitness. The Contractor warrants that any material supplied to City will fully conform to all requirements of the Agreement and all the Contractor's representations, and will be fit for all purposes and uses required by the Agreement.

5.47 Inspection/Testing. The warranties set forth in the Agreement are not affected by the City's inspection or testing of or payment for the materials by the City.

5.48 Packing and Shipping. The Contractor will be responsible for industry standard packing, which conforms to requirements of carrier's tariffs and Interstate Commerce Commission (ICC) regulations. Containers must be clearly marked as to lot number, destination, address, and purchase order number.

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

5.50 Risk of Loss. The Contractor will bear all loss of conforming material covered under this Agreement until received by authorized personnel at the location designated in the purchase order or Agreement. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials will remain with the Contractor regardless of receipt.

5.51 Current Products. All products offered in response to this solicitation will be in current and ongoing production; will have been formally announced for general marketing purposes; will be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in the City's solicitation.

5.52 Annual Usage Report. Upon request, the Contractor will furnish to the City an annual usage report delineating the acquisition activity governed by the Agreement. The format of the report will be

approved by the City and will disclose the quantity and the dollar value of each agreement item by individual purchasing unit.

5.53 Catalogs/Agreement Price Listing. As applicable, the Contractor will furnish to all requesting departments catalogs at no cost, which will outline agreement prices.

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

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

5.56 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 at the time Council adopts the budget.

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

**FOR THE CITY**

By: \_\_\_\_\_

Its: Mayor

**FOR THE CONTRACTOR**

By: Jana Sterling

Its: Vice President

**APPROVED AS TO FORM:**

By: \_\_\_\_\_

City Attorney *TMB*

**ATTEST:**

By: \_\_\_\_\_

City Clerk

## **EXHIBIT A TO AGREEMENT SCOPE OF WORK**

### **1. BACKGROUND**

Contractor will provide experience with Public Housing Agencies' (PHAs) compliance with the National Environmental Policy Act of 1969 (NEPA) (42 U.S.C. 4321) and other related laws and authorities. The Contractor must have completed environmental reviews under 24 CFR parts 50 and 58 for all PHA activities at project site(s) assisted or to be assisted by U.S. Department of Housing and Urban Development (HUD) to the use of all HUD funds, including operating funds, capital funds and Rental Assistance Demonstration (RAD) program to perform work mandated under a variety of environmental Statutes, Executive Orders, and regulations under HUD and NEPA environmental review guidelines. Duties would include completing environmental reviews and document on applicable HUD approved environmental review forms. Environmental reviews will be determined based on the Level of Review: Environmental Assessments (EAs), or Exempt activities or Categorically Excluded activities not subject to 24 CFR Part 58.5, or subject to 24 CFR Part 58.5, a Broad Level Tiered Reviews, or site-specific environmental reviews of City-administered HUD-funded projects to determine the activity's impact on the environment and to document compliance with NEPA, HUD environmental review requirements, and related federal laws and authorities. Related HUD NEPA laws include, but are not limited to, those dealing with historic properties, archaeological resources, environmental justice, air quality, endangered species, floodplain impact, environmental justice, noise mitigation, above-ground explosion/flammability hazards, socioeconomic impact, and impact of the environs on the project.

Contractors are encouraged to review the information provided by HUD at the following websites:

- [HUD Environmental Review Program Overview - https://www.hudexchange.info/programs/environmental-review/](https://www.hudexchange.info/programs/environmental-review/)

Contractor will provide on-call, as-needed HUD professional Environmental Review Records (ERR), assessment, and testing services in accordance with 24 CFR Part 58 or Part 50 as applicable, for various projects located throughout the City of Chandler, AZ.

#### **Services to be performed using HUD required forms will include the following:**

Offeror shall specify and document the "Level of Review" as required by the regulatory compliance per the Scope of Work type (i.e. 'Environmental Assessments', 'Exempt/CENST', CEST, and/or 'Site-Specific Environmental Reviews' - defined below) that they are to be considered for through this RFP process. Through Offeror's declaration for consideration of one or both scope of work types, the requirements of the Assignment Type and Assignment Completion section(s) are expected to be adhered to through the term of this contract, regardless of proposal awards or continuing assignments.

- Preparation of Environmental Assessment (EA).
- Preparation of HUD exempt activities per 24 CFR Part 58.34 (a) or activities
- Categorically Excluded, not subject (CENST) to 24 CFR Part 58.5.
- Categorically Excluded, subject to 24 CFR Part 58.5.

- Preparation of a HUD site-specific environmental review document package, per City specifications.
- Preparation of a HUD Environmental Impact Statement (EIS) document, per City specifications.
- Preparation of HUD Form 53245 - PHA Environmental Review Project Description.
- Preparation of a Notice of Finding of No Significant Impact and Notice of Intent to Request a Release of Funds.
- Preparation of any other related HUD forms and other required documents.
- Preparation of Finding of No Significant Impact (FONSI)
- Preparation of Request of Release of Funds (RROF)
- If applicable 8 Step process publication and documents.
- Prepare data for electronic environmental review submission into HEROs.

Work is expected to be performed will include one or more of the Environmental Review Services as listed for a:

- CENST (“Categorically Excluded Not Subject to Part 58” (still subject to §58.6))
  - Flood Disaster Protection Act of 1973,
  - Flood Zone/Flood Insurance Requirement,
  - Coastal Barrier Resources Act,
  - Runway Clear Zone or Clear Zone
  - Tiered Review-Site Specific for Public Housing units
  - Includes CENST level,
  - Airport Hazards
  - Historic Preservation-City will initiate consultation
  - Contamination and Toxic Substances
  - Endangered Species
  - Explosive & Flammable Hazards
  - Floodplain Management
  - Historic Preservation (City will initiate)
  - Wetlands Protection
  - Environmental Justice

CEST (Categorically Excluded, Subject to §58.5 (also subject to §58.6)

- Clean Air (including air quality)
- Coastal Zone Management,
- Contamination and Toxic Substances
- Endangered Species (Burrowing Owl Survey)
- Farmlands Protection 12062023LB NFS DEPT 2
- Noise Abatement and Control
- Sole Source Aquifers
- Wetlands Protection
- Wild and Scenic Rivers
- Environmental Justice
- Public notifications assistance (NOI/RROF)

Broad-level Review for City of Chandler maintenance of public housing units-  
Clearance of all applicable compliance factors for this program.

- Environmental Assessment (EA) subject to all related federal laws.

The City seeks Contractors with experience to perform environmental compliance verification for EA projects required under HUD NEPA environmental review guidelines.

Contractors may be requested to provide a proposal for completion of HUD NEPA EAs. When included in a proposal solicitation, Contractor is expected to submit a cost proposal, irrespective of prior proposal awards or proposal declinations.

Contractors will be given at least seven (7) days to respond to a request for a proposal for a specific EA project. It is possible that not all Contractors on the RFP would be utilized on an ongoing basis.

After contract award, Contractor shall have staff responsible for completion of HUD NEPA EAs register for a HUD Exchange online account (ref: [Create HUD Exchange Account](#)) and then complete (most of) HUD's free HUD Environmental Review Online System (HEROS) videos (ref: [HEROS "How To" videos](#)) - relevant videos are approx. 90 minutes in total - for HUD Exchange credit and proof of training. Proof of training (HUD Exchange transcript) will be requested by department's ERO prior to award of any EA tasks.

Registration for HEROS access will be required by all Contractor staff involved in completion of environmental reviews under this contract. Registration access will be coordinated with each department's ERO. Concomitant with roll-out, HUD will most likely designate mandatory usage of HEROS for all environmental reviews; therefore, Contractor will be required to complete EAs fully within HEROS. The "How To" videos mentioned above show how environmental review completion is expected to occur; however, exact procedural details for completion of EAs in HEROS by 'Partners' (Contractors) is yet to be determined.

Work to be performed as part of the HUD NEPA EA process will include: evaluation of; documentation of compliance; and/or, identification of mitigation measures, in consultation with City of Chandler staff/specialists only (i.e. NO oversight agency/non-City of Chandler consultation is expected, with the potential exception of contacting local school districts/hospitals/medical agencies on a project-specific basis per direction by the department's point of contact), on the following environmental criteria:

- National Historic Preservation Act
- State Historic Preservation (SHPO)
- Floodplain Management
- Wetlands Protection
- Coastal Zone Management Act
- Safe Drinking Water Act
- Endangered Species Act
- Wild and Scenic Rivers Act
- Clean Air Act

- Farmland Protection Policy Act
- Environmental Justice
- Noise Control Act
- Flood Disaster Protection Act
- Coastal Barrier Resources Act/Coastal Barrier Improvement Act
- Contamination and Toxic Substances
- Explosive and Flammable Hazards
- Airport Hazards
- Conformance with Comprehensive Plans
- Compatible Land Use and Zoning
- Scale and Urban Design
- Slope
- Erosion
- Soil Suitability
- Drainage
- Hazards and Nuisances including Site Safety and Noise
- Energy Consumption
- Demographic Character Changes
- Displacement
- Employment and Income Patterns
- Educational and Cultural Facilities
- Commercial Facilities
- Health Care
- Social Services
- Solid Waste Disposal
- Recycling
- Waste Water
- Sanitary Sewers
- Storm Water Runoff
- Water Supply
- Public Safety (Police, Fire and Emergency Medical)
- Parks, Open Space and Recreation
- Transportation and Accessibility
- Unique Natural Features
- Water Resources
- Vegetation and Wildlife
- Vapor Intrusion
- Other environmental criterion per City/project requirements

Work to be performed as part of the HUD NEPA EA process may also include the following:

A. Project-specific calculations to determine noise levels on-site, per HUD standards (ref: Noise Assessment Guidelines and Noise Level User Guide) for analysis by the department's ERO. Detailed

Sound Transmission Classification calculations utilizing HUD's STraCAT tool may be requested for analysis.

B. On-site assessments, calculations and research of historical and current documents and maps to determine presence and impact of toxic or hazardous substances and industrial/commercial facilities/operations in proximity to a HUD-funded, City- administered project area. Reliance upon the Environmental Protection Agency's (EPA) Enforcement Compliance History Online (ECHO) and NEPAassist tools/databases is expected and data pulls will be required for analysis by the department's point of contact.

C. Completion of the Federal Emergency Management Agency (FEMA) 24CFR Part 55 8-Step/5-Step Floodplain assessment document, per HUD standards (ref: Environmental Review – Floodplain Management and 8-Step Process). The 8-Step public consultation/advertising component, if needed, would be coordinated by the department's point of contact and contractor.

D. Consultation/coordination with appropriate City staff/specialists, including coordination with both the City or State Historic Preservation Office (CHPO) and City or State Archaeology Office (CAO).

E. Consultation with City and non-City staff will follow individual analysis specified in HUD's Environmental Factors Assessment Guidance document via individual emailed analysis requests specific to each EA Environmental Review Record (ERR).

F. Documentation of project findings/outcomes in the project's ERR and/or through HUD's HEROS web-based system (expected to be rolled out to Partner Users [Contractors] in HUD Region 9 late 2019). (ref: HUD HEROS)

G. Development of tiered 'area-wide' EAs, based on a comprehensive redevelopment project area basis, as defined by the City.

H. As needed and requested by the department's point of contact, obtainment of quote(s) from external subject matter expert(s) for completion of a detailed environmental review criterion analysis/report, to support EA completion and Finding of No Significant Impact/Finding of Significant Impact (FONSI/FOSI) outcome.

I. Review of public comments received during EA review public comment periods; review of EA document relevant to comments; and, development of project documents to address comments, if necessary.

J. Preparation of summary/recommendation reports and detailed, documented files.

K. Completion of assessment document to strict department's ERO environmental quality/accuracy standards.

L. Reliance upon expertise of Contractors individual(s) completing EA analysis, from a legal standing, regarding completion of the environmental assessment review process for a project, if needed and necessary.

Please note: Work requested as part of the EA process will not include the following:  
Coordination of NEPA/HUD-required advertising and public consultation process, except for the aforementioned public comments review item.

The required HUD NEPA EA document would be based on the format (subject to updating by HUD) as required by HUD in the most recent published forms on HUD's website.

This document contains 50 environmental criteria which require evaluation with full documentation and reference to the technical/professional source (person/document/site visit); the criteria finding as a result of the criteria evaluation; and, the criteria determination outcome specifying either the meeting of compliance as-is, or the requirement for project mitigation.

Also, through usage of several internal interdepartmental agreements and formalized compliance documents, oversight agency consultation is not expected to be needed for completion of each EA document: with the potential exception of contacting local school districts/hospitals/medical agencies - only internal City resources are expected to be consulted to document compliance with the 50 environmental criteria.

Criteria conclusions relying upon assumptions/opinions of the assessor are not acceptable. All determinations must point back to bona-fide, reliable sources/resources and these must be included in the appendix to the EA via document reference, internet website reference, telephone summaries, other studies completed, and etcetera. A Finding of No Significant Impact (FONSI) is the desired outcome for all EA-level efforts. Project mitigations/conditions of approval to achieve this outcome are acceptable, with the criterion outcome reflecting this mitigative/conditional need. Needed mitigations and outcomes shall be approved by the department's ERO, prior to completion of the EA compilation process.

Contractor will participate in an initial project kick-off/data gathering meeting, at which time project background information and relevant documents will be provided by the City. Detailed project updates from the Contractor's staff member completing the assessment document are to be emailed weekly to confirm progress and to provide an opportunity for City staff to provide direction and/or assistance where needed.

A draft copy of the environmental assessment review documents is expected to be provided to the department's ERO for review between 30 - 60 calendar days (depending on the type of EA, project-specific or area-wide) after the initial project kick-off meeting. The specific calendar day requirement will be determined by the City on a project-specific basis and revealed during individual Request for Proposal (RFP) solicitations. Revisions to the draft document will be provided to the Contractor within seven (7) calendar days of the City's receipt of the draft document. These revisions will be provided during an in-

person meeting and shall be inputted into the final version of the EA document and provided to the City within seven (7) calendar days.

One signed, comb-bound, double-sided hardcopy, one Adobe PDF file copy, and one Microsoft Word (\*.docx format only) file copy of the final environmental assessment document will be provided to the department's ERO upon completion.

### **3. EXEMPT OR CATEGORICALLY EXCLUDED NOT SUBJECT TO 24 CFR PART 58.5**

City seeks local Contractors with experience to complete Exempt and Categorically Excluded activities not subject to (CENST) 24 CFR Part 58.5. Exempt activities as defined in 24 CFR Part 58.34(a) and CENST as defined in 24 CFR Part 58.35(a). These projects involve a variety of activities undertaken, using HUD funds, including but not limited to: programmatic clearances, and the clearance of activities that fall under Exempt and CENST requirements. Up to **303** Exempt or CENST environmental reviews initially and **40** are coordinated by the City on an annual basis.

After contract award, Contractor shall have staff responsible for completion of HUD NEPA site-specific environmental reviews register for a HUD Exchange online account (ref: Create HUD Exchange Account) and then complete (most of) HUD's free HUD Environmental Review Online System (HEROS) videos (ref: HEROS "How To" videos) - relevant videos are approx. 90 minutes in total - for HUD Exchange credit and proof of training. Proof of training (HUD Exchange transcript) will be requested by the department's Environmental Review Officer (ERO) prior to award of any site-specific tasks.

HUD is anticipating roll-out of HEROS in Region 9 in the near future. Registration for HEROS access will be required by all Contractor staff involved in completion of environmental reviews under this contract. Registration access will be coordinated with the department's ERO. Concomitant with roll-out, HUD will most likely designate mandatory usage of HEROS for all environmental reviews; therefore, Contractor will be required to complete site-specific reviews fully within HEROS. The "How To" videos mentioned above show how environmental review completion is expected to occur; however, exact procedural details for completion of site-specific reviews in HEROS by 'Partners' (Contractors) is yet to be determined.

Work to be performed as part of the HUD Region 9 NEPA Exempt and CENST environmental review process will include all or most of the following task aspects:

- Airport Runway Clear Zones and Accident Potential Zones
- Coastal Barrier Resources - Coastal Barrier Resources Act
- Flood Insurance - Flood Disaster Protection Act

A. Upon, or no later than 24-hours after, assignment of an Exempt or CENST activity, contractor will begin the environmental review to include the above components.

B. Exempt or CENST reviews must be completed and submitted to the City within four (4) business days of the original request.

#### 4. SITE-SPECIFIC ENVIRONMENTAL REVIEWS

City seeks Contractors with prior local HUD Region 9 NEPA experience to complete site-specific/Tier environmental reviews, required pursuant to HUD's 24CFR Part 58 environmental review regulation and a variety of environmental Statutes, Executive Orders, and regulatory citations, for City coordinated projects most of which are undertaken within and throughout the geographic boundaries of the city of Chandler.

These projects involve a variety of activities undertaken, using HUD funds, including but not limited to: single- and multi-family housing acquisition/disposition; single- and multifamily owner-occupied housing rehabilitation; public facility installation/improvement; non-residential building acquisition; rental housing rehabilitation; commercial rehabilitation; residential and commercial demolition; vacant lot acquisition/disposition; foreclosed single-family residential property rehabilitation/disposition; and, other allowable potentially physically-impacting activities.

Up to **2** site-specific/Tier-2 environmental reviews are coordinated by the City on an annual basis.

After contract award, Contractor shall have staff responsible for completion of HUD NEPA site-specific environmental reviews register for a HUD Exchange online account (ref: Create HUD Exchange Account) and then complete (most of) HUD's free HUD Environmental Review Online System (HEROS) videos (ref: HEROS "How To" videos) - relevant videos are approx. 90 minutes in total - for HUD Exchange credit and proof of training. Proof of training (HUD Exchange transcript) will be requested by the department's Environmental Review Officer (ERO) prior to award of any site-specific tasks.

Registration for HEROS access is preferred by all Contractor staff involved in completion of environmental reviews under this contract. Registration access will be coordinated with the department's ERO. Concomitant with roll-out, HUD will most likely designate mandatory usage of HEROS for all environmental reviews; therefore, Contractor will be required to complete site-specific reviews fully within HEROS. The "How To" videos mentioned above show how environmental review completion is expected to occur; however, exact procedural details for completion of site-specific reviews in HEROS by 'Partners' (Contractors) is yet to be determined. Work to be performed as part of the HUD Region 9 NEPA Site-Specific/Tier-2 environmental review process will include all or most of the following task aspects:

- A. On-site/in-field windshield survey of proposed site-specific project location, including driving through nearby streets to document the environs. Digital pictures of project location and environs are expected.
- B. Through windshield survey of site-specific project location, identification/documentation of nearby visible explosive or flammable substance facilities/containers.
- C. Most assignments require multiple PDF and Word documents to be created and emailed/submitted to the CHPO/CAO. Coordination of timely turnaround review from these offices is necessary to fulfill the Assignment Completion requirements of this RFP (see section below).

D. Using online tracking systems, databases, and maps, including the Arizona Department of Environmental Quality (ADEQ) UST/LUST and the EPA's NEPAassist/ECHO databases, identify visible toxic substances, chemical waste dumps, landfills, industrial sites or any other facilities capable of or currently documented as releasing toxic chemicals, hazardous wastes or radioactive materials at or within a one-mile radius of the site-specific project location.

E. Upon, or no later than 24-hours after, assignment of a site-specific review, conduct a pre-screening of documented facilities, identified through the aforementioned item, to ascertain currently out-of-compliance commercial/industrial facilities which would require further investigation through completion of an 'ECHO Detailing Report'. Emailed concurrence/input will be obtained from the department's ERO as to the immediate need for/assignment of completion of an 'ECHO Detailing Report'.

F. If required, with prior written approval of the department's ERO, complete an 'ECHO Detailing Report' for out-of-compliance identified nearby facility(ies).

G. Creation of area maps, using screenshots, from Maricopa County and City of Chandler online databases.

H. Through creation of a FEMA FIRMETTE (ref: FEMA Map Service Center), identify the project site in relation to FEMA designated Special Flood Hazard Areas.

I. When undertaking an Appendix A 2013 (Tier-2 site-specific) review process, complete the Appendix A 2013 document package (see 'BLANK EXAMPLE FORMS' for Appendix A 2013 form – subject to updating).

J. When undertaking a Tier-2 site-specific review process, complete the Tier-2 ('short form'/'long form') document package. With the roll-out of HEROS, the tiered departmental programs described at the beginning of this Section require individual Tier-1 analysis – the outcome of this is a required Tier-2 analysis specific to the tiered program. Multiple departmental programs have not yet undergone this tiered analysis but are expected to result in multiple versions of Tier-2 site-specific review packages for assignment/completion. The 'short form' and 'long form' formats included in 'BLANK EXAMPLE FORMS' involve analysis of three (3) and six (6) tiered review criterion, respectively.

After full evaluation and inclusion of all tiered departmental programs within HEROS in 2019-2020, certain Tier-2 analyses may involve up to ten (10) tiered criteria (e.g. Airport Hazards, Flood Insurance, Air Quality, Site Contamination, Endangered Species Act, Historic Preservation, Noise Abatement and Control, Wetlands, Environmental Justice). Depending on specific criteria tiered, the department's point of contact task assignment and required package completion will be made either as part of the 'short form', or 'long form' task, or when more accurately reflective of needed effort to complete the site-specific task/package, the task will be assigned as a full CEST site specific review – see item below. (see 'BLANK EXAMPLE FORMS' for Tier-2 forms – 'short form' format and 'long form' format – subject to updating as other tiered program reviews are undertaken through HEROS)

K. When undertaking a Categorical Exclusion (CE) sites specific review process, complete the CE form document package (see 'BLANK EXAMPLE FORMS' for CE form – subject to updating).

L. When undertaking area-wide EA-related site-specific/Tier-2 reviews, complete 1-2 page site-specific environmental document package (containing approx. 6 – 14 environmental criteria) as defined by the department’s point of contact, and to be provided when assigned project site-specific environmental review completion task (see ‘BLANK EXAMPLE FORMS’ for 2015 Garfield NIA and SPV NIA forms - subject to updating in 2020).

## **5. ECHO DETAILING REPORT/LETTER**

An ‘ECHO Detailing Report’, which may be required during completion of an EA or, more commonly, a site-specific assignment, shall consist of:

A. Effort to contact the listed out-of-compliance (ECHO) facility owner/operator to be investigated (‘detailed’), via phone and email.

B. Conducting a site visit of the facility, when allowed by the facility owner/operator (see ‘BLANK EXAMPLE FORMS’ - ECHO Contractor Site Visit Letter).

C. Contacting/visiting the ADEQ and/or the Maricopa County Air Quality Department (MCAQD) and/or contacting the EPA – Region 9 (California) to obtain file documents on current compliance issue at facility(ies).

D. Completion of a summary report/letter (usually 4-8 pages) PDF file containing: documentation/summary of the field visit/facility contact efforts and follow-up; the EPA ECHO compliance issue(s); and, attached compliance/follow-up documentation obtained from the ADEQ/MCAQD/EPA (NB: including obtained copied/PDF oversight agency files/audit pictures, the detailing report document can reach 100 pages in length). Prior to first assignment, an example point of contact-accepted report will be provided to Contractor for referencing as to the expected content/format/etcetera.

## **6. ASSIGNMENT COMPLETION:**

Environmental Assessments / Exempt-CENST /

Site-Specific Environmental Reviews / ECHO Detailing Report/Letter

The above assignments would be documented through completion of the relevant HUD required forms.

Exceedance of RFP submitted site-specific quote price for Tier-2 EA / Site-Specific / Tier-2 reviews will not be allowed without prior written approval by the department’s point of contact. Allowance for exceedance of Site-Specific / Tier-2 reviews will be determined on a task specific basis, e.g. extemporaneous analysis of an environmental criterion is identified during completion of a task and deemed necessary by the department’s point of contact to complete original task. Allowance for exceedance of quote price may be granted at Contractor’s hourly rate, or may involve submittal of a quote for additional task effort, prior to assignment of additional task allowance by department’s point of contact. Additionally, Tier-2 EA /Site-Specific / Tier-2 reviews will be completed within fifteen (15) calendar days of written/emailed/HEROS assignment, barring unforeseen, non-Contractor (City) consultation

delays occurring through completion of the Site-Specific / Tier-2 review. Due to the nature of the public housing city owned site specific activities (e.g. replacement of A/C unit property, during the summer), expediting completion of the site-specific environmental review package is required. Expedited reviews are considered as 'emergency reviews' and will require completion within 24-hours of assignment. Contractor staff are expected to ensure close coordination with City staff to meet the expedited review completion requirement.

The compilation of the 'ECHO Detailing Report' review package is estimated at 7.0 person-hours for completion. Exceedance of RFP submitted 'ECHO Detailing Report' quote price will not be allowed without prior written approval by the department's point of contact. Allowance for exceedance of 'ECHO Detailing Report' will be determined on a task-specific basis, e.g. extemporaneous analysis of environmental data is identified during completion of a task and deemed necessary by the department's point of contact to complete original task. Allowance for exceedance of quote price may be granted at Contractor's hourly rate, or may involve submittal of a quote for additional task effort, prior to assignment of additional task allowance by the department's point of contact. The 'ECHO detailing report' reviews will be completed within fifteen (15) calendar days of written assignment, barring unforeseen, non-Contractor (ADEQ/MCAQD/EPA) consultation delays occurring through completion of the ECHO detailing review. The need to complete an 'ECHO Detailing Report' review shall be identified early in the site-specific review and should not extend the completion of the review by an additional 15 (fifteen) calendar days, rather the two time allowances should overlap. This process needs to be closely coordinated with the department's point of contact.

## **7. ANCILLARY ITEMS FOR REIMBURSEMENT**

Contractor must obtain prior approval from Project Coordinator. Contractor shall provide complete written estimates for any ancillary items for reimbursement. Written estimates must include a breakdown of material, labor, overhead and profit. The City will review the Contractor estimate prior to start the project. Estimates will be subject to a cost/price analysis using industry trades publication and/or other environmental Contractor indexes, Housing and Urban Development, Federal Transit Administration, Federal Aviation Administration, Federal Acquisition Regulations and market indexes for cost reasonableness. Estimates found not reasonable will not be approved. Additional estimates may be obtained, on occasion, to assure contract costs are reasonable.

Estimates must be within 5% of the total project costs. Variances must be explained in writing. The City will use the Federal Acquisition Contract Pricing/Cost-Reimbursement (Subparts: 15.4 and 16.3) and/or HUD Safe Harbor Standards – Contractor Fee guidelines for Overhead and Profit (Currently at 2% Overhead, 6% Profit) to evaluate

**ATTACHMENT 1  
FEDERAL DEBARMENT CERTIFICATION  
Registered with SAMS.GOV**

**FOR ON-CALL CONSULTANTS EXPERIENCED IN  
HUD NEPA ENVIRONMENTAL REVIEW REGULATIONS**

I hereby certify that I meet the following criteria for participation:

1. I (we) have not been debarred or suspended by any government agency or subjected to a limited denial or participation under the Department and Suspension Rules of the United States Department of Housing and Urban Development (24 CFR Part 24).
2. I (we) am (are) not on the U.S. General Services Administration list of parties excluded from the Federal procurement and non-procurement programs.



November 7, 2025

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**Authorized Signature**

**Date**

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**Jana Sterling**

**Printed Name**

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**Southwest Vice President**

**Title**

## ON CALL VENDORS LIST

- After the review process, a recommendation of those to be placed on the **On Call Vendors List** (QVL) will be made to the Neighborhood Resources Director. The City of Chandler reserves the right to accept or reject, in part or in whole, any proposal, or make a counter offer. The City reserves the right to reject any or all qualifications received or any part thereof; to accept any response or any part thereof; or to waive any parts of the RFQ when it is deemed to be in the City's best interest.
- The City is not obligated to accept any submittal or to negotiate with any Offeror. The City reserves the right to accept submittals which are deemed most favorable and in the best interests of the City after all submittals have been examined and canvassed, to reject any or all submittals, and to be the sole judge of the best offeror suited for the City.
- Legal Worker Requirement - The City is prohibited by A.R.S. § 41-4401 from awarding an agreement to any Proposer who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Proposer agrees that:
  - Proposer and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with § 23-214, subsection A.
  - A breach of a warranty shall be deemed a material breach of the agreement that is subject to penalties up to and including termination of the agreement.
  - The City retains the legal right to inspect the papers of any Proposer or subcontractor employee(s) who work(s) on the subject agreement to ensure that the Proposer or subcontractor is complying with the warranty under paragraph A.

Pursuant to A.R.S. § 35-391.06 and 35-393.06, Proposer certifies that it does not have a scrutinized business operation, as defined in A.R.S. § 35-391 and 35-393, in either Sudan or Iran

### References:

<https://www.hudexchange.info/hudexchange-portal/?display=login&returnURL=https%3A%2F%2Fwww%2Ehudexchange%2Einfo%2Fhudexchange%2Dportal%2F>

<https://www.hudexchange.info/programs/environmental-review/environmental-review-training/#heros>

## EXHIBIT B TO AGREEMENT COMPENSATION AND FEES

Task	Unit Cost
Exempt/CENST	\$ 937
CEST- Broad Level (Tier 1)	To be priced per project with a not to exceed amount agreed upon by Contract Administrator.
Tier 2 Site Specific <sup>1</sup>	\$ 1,750
CEST- Site Specific <sup>1</sup>	\$ 2,150
Limited Facility Investigation	\$ 2,955
Emergency Environmental Review – Tier 2	\$ 2,600
Emergency Environmental Review – CEST	\$ 3,200
Environmental Assessments	To be priced per project with a not to exceed amount agreed upon by Contract Administrator.

Service	Unit Cost	Description
Notice of Intent	\$ 980	Preparation of the FONSI/NOI/RROF combined notice. Assumes no Final Floodplain notice is required.
Abbreviated 5-Step Process <sup>2</sup>	\$ 500	Preparation of the abbreviated 5-Step report. Assumes no mitigation or site elevation is required.
8-Step Process <sup>2</sup>	\$ 783	Preparation of 8-Step report, Early Floodplain Notice, and Final Floodplain Notice. Assumes the City will post and pay for any publication fees if required.
Tribal Consultation <sup>3</sup>	\$ 1,550	This assumes sending Tribal consultation letters for up to 10 tribes. This is the max amount required for projects in the City of Chandler.
SHPO Consultation <sup>3</sup>	\$ 1,290	Site visit and preparing the SHPO letter for the City of Chandler to send.
First HPIF Letter <sup>3</sup>	\$ 1,240	The initial HPIF requires research to characterize the area, therefore requires more time to complete.
Any additional HPIF Letters <sup>3</sup> A HPIF is required per building not per property.	\$ 570 Per additional building	Each additional HPIF can rely on the characterization from the first letter, and therefore, take less time to complete than the initial HPIF.

<sup>1</sup>The 15-day timeframe outlined for a standard Tier 2 or CEST in the RFP matches the timeframe of an emergency Tier 2 or CEST on SWCA's existing contract; therefore, the prices for the new unit costs of a Standard Tier 2 and CEST would be most comparable to the prices of an emergency Tier 2 and CEST under the existing contract.

<sup>2</sup>Unit costs for 5- and 8-Step reviews have been provided as separate services as they are more frequently required due to the HUD Final Rule; however, SWCA does not anticipate having to complete these services as frequently going forward for Tier 2 reviews since the Floodplain Management section was cleared at the Broad Level under the Tier 1 SWCA completed. Therefore, SWCA separated this cost so that the City only needs to pay for the service when required instead of including it in the unit cost of each Tier 2 or CEST.

<sup>3</sup>These unit costs assume there are not NRHP-eligible/-listed resources involved.

## **EXHIBIT C TO AGREEMENT INSURANCE**

### **INSURANCE**

#### General.

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

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

- A. *Commercial General Liability-Occurrence Form.* Contractor must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 aggregate. Said insurance must also include coverage for products and completed operations, independent contractors, personal injury and advertising injury.

If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

- B. *Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles Vehicle Liability:* Contractor must maintain Business/Automobile Liability insurance with a limit of \$1,000,000 each accident on Contractor owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Agreement. If any Excess or Umbrella insurance is utilized to fulfill the requirements of this paragraph, the Excess or Umbrella insurance must be "follow form" equal or broader in coverage scope than underlying insurance.
- C. *Workers Compensation and Employers Liability Insurance:* Contractor must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor employees engaged in the performance of work or services under this Agreement and must also maintain Employers' Liability insurance of not less than \$1,000,000 for each accident and \$1,000,000 disease for each employee.
- D. *Professional Liability.* If the Agreement is the subject of any professional services or work performed by the Contractor, or if the Contractor engages in any professional services or work adjunct or residual to performing the work under this Agreement, the Contractor must maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by the Contractor, or anyone employed by the Contractor, or anyone whose acts, mistakes, errors and omissions the Contractor is legally liable, with a liability limit of \$1,000,000 each claim and \$2,000,000 all claims. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage must extend for three years past completion and acceptance of the work or services, and the Contractor, or its selected Design Professional will submit Certificates of Insurance as evidence the required coverage is in effect. The Design Professional must annually submit Certificates of Insurance citing that the applicable coverage is in force and contains the required provisions for a three-year period.

Additional Policy Provisions Required.

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

1. The Contractor's insurance must contain broad form contractual liability coverage.

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

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

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

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

## **EXHIBIT D TO AGREEMENT SPECIAL CONDITIONS**

### **INTELLECTUAL PROPERTY**

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

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

License to City for Reasonable Use. With this Agreement, the Contractor and its subcontractors hereby grant a license to the City, its agents, employees, and representatives for an indefinite period of time to reasonably use, make copies, and distribute as appropriate the Documents, works or deliverables developed or created as a result of the Project and this Agreement. This license also includes the making of derivative works. In the event that the derivative works require the City to alter or modify the Documents, then the provisions of this section apply.

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

### **ACCESS TO SECURED FACILITIES**

Contract Worker Access Controls, Badge and Key Access Requirements. A Contract Worker shall not be allowed to begin work in any City facility without: (A) The prior completion and the City's acceptance of the required background screening; and (B) when required, the Contract Worker's receipt of a City issued badge. A badge will be issued to a Contract Worker solely for access to the City facility(s) to which the Contract Worker is assigned. Each Contract Worker who enters a City facility must use the badge issued to the Contract Worker. Any and all fees associated with security badging will be assessed in compliance with Chandler City Code §4-22.

Key Access Procedures. If the Contract Worker's services require keyed access to enter a City facility(s), a separate key issue/return form must be completed and submitted by Contractor for each key issued.

Stolen or Lost Badges or Keys. Contractor shall report lost or stolen badges or keys to the City immediately. A new badge application or key issue form shall be completed and submitted along with payment of the applicable fees prior to issuance of a new badge or key.

Return of Badges or Keys. All badges and keys are the property of the City and must be returned to the City within one business day of when the Contract Worker's access to a City facility is no longer required to furnish the services under this Agreement. Contractor shall collect a Contract Worker's badge and key(s) upon the termination of the Contract Worker's employment; when the Contract Worker's services are no longer required at the particular City facility(s); or upon termination, cancellation or expiration of this Agreement.

Contractor's default under this Section shall include, but is not limited to the following: (1) Contract Worker gains access to a City facility(s) without the proper badge or key; (2) Contract Worker uses a badge or key of another to gain access to a City facility; (3) Contract Worker commences services under this Agreement without the proper badge, key or Background Screening; (4) Contract Worker or Contractor submits false information or negligently submits wrong information to the City to obtain a badge, key or applicable Background Screening; or (5) Contractor fails to collect and timely return Contract Worker's badge or key upon termination of Contract Worker's employment, reassignment of Contract Worker to another City facility or upon the expiration, cancellation or termination of this Agreement. Contractor acknowledges and agrees that the access control, badge and key requirements in this Section are necessary to preserve and protect public health, safety and welfare. Accordingly, Contractor agrees to properly cure any default under this Section within three business days from the date notice of default is sent by the City. The parties agree that Contractor's failure to properly cure any default under this Section shall constitute a breach of this Section. In addition to any other remedy available to the City at law or in equity, Contractor shall be liable for and shall pay to the City the sum of \$1,000.00 for each breach by Contractor of this Section. The parties further agree that the sum fixed above is reasonable and approximates the actual or anticipated loss to the City at the time and making of this Agreement in the event that Contractor breaches this Section. Further, the parties expressly acknowledge and agree to the fixed sum set forth above because of the difficulty of proving the City's actual damages in the event that Contractor breaches this Section. The parties further agree that three breaches by Contractor of this Section arising out of any default within a consecutive period of three months or three breaches by Contractor of this Section arising out of the same default within a period of 12 consecutive months shall constitute a material breach of this Agreement by Contractor and the City expressly reserves all of its rights, remedies and interests under this Agreement, at law and in equity including, but not limited to, termination of this Agreement.

**EXHIBIT F  
PUBLIC HOUSING AUTHORITY REQUIREMENTS**

Contractors, Service Providers, Professional & Technical Providers and their subcontractors are advised that HUD "Section 3" regulations apply.

**Section 3 Overview**

Section 3 is a provision of the Housing and Urban Development (HUD) Act of 1968 (12 U.S.C. 1701u) (section 3), which recognizes that HUD funds are typically one of the largest sources of federal funding expended in communities. Section 3 is intended to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

The City of Chandler's Housing Rehabilitation Program uses federal funding through HUD, and is required to administer the Section 3 provisions, and follow 24 CFR- HOUSING AND URBAN DEVELOPMENT, Part 135 - ECONOMIC OPPORTUNITIES FOR LOW- AND VERY LOW-INCOME PERSONS of the Code of Federal Regulation pertaining to low and very low income person(s). Contractors, Service Providers, Professional & Technical Providers and their subcontractors are advised that HUD "Section 3" regulations apply to all program activities which generate employment opportunities.

**ATTACHMENTS: COMPLETE AND SUBMIT TO THE CITY OF CHANDLER**

- Attachment 1/ Statement of Workforce Needs** - (Fill out, sign, date and submit to the City of Chandler)
  
- Attachment 2/ Certification for Business Concerns Seeking SECTION 3 Preference in Contracting and Demonstration of Capacity** – Fill out, sign, date and submit to the City of Chandler. All information is required if seeking Section 3 preference or not.)
  
- Attachment 3/ HUD FY 2018 Income** – *(Required document; sign, date and submit with sealed bid acknowledging that this document was provided)*
  
- Attachment 4/ Section 3 Income Verification/ Self-Certification**–*(Fill out, sign, date and submit 1 form for every employee to the City of Chandler only if applying for self-certification for Section 3)*
  
- Attachment 5/ Section 3 Compliance Certification**- *(Required document; fill out, sign, date and submit to the City of Chandler)*

**REQUIREMENTS /ATTACHMENT 1**  
**SECTION 3 STATEMENT OF WORKFORCE NEEDS**

The Workforce Need Statement Worksheet gathers the following required information:

1. **employees you will need on this project**– *how many people will you to hire?*
2. **employees currently filling each position** – *how many people are already working?*
3. **estimated employees needed to fill each position** – *subtract the number of employees currently filling each position from number of employees needed for each positions to complete the estimated number of employees.*
4. **estimated number of Section 3 employees to be hired to fill the open positions** – *use column 3 to estimate the number of Section 3 residents you anticipate hiring.*

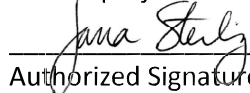
<b>Professional Service Provider Information:</b>	
Company Name: <u>SWCA, Incorporated</u>	
Owner(s) Name: <u>N/A</u>	
Address: <u>2929 N Central Ave., Suite 1800, Phoenix, AZ 85012</u>	
Phone: <u>602.274.3831</u>	
Email: <u>jsterling@swca.com</u>	

TYPE OF BUSINESS:     Corporation     Partnership     Sole Proprietorship

**Estimated Project Workforce Breakdown**  
*(Do not leave blank spaces)*

Job Category	Total Estimated Positions Needed (this Project)	Number of positions occupied by permanent employees	Number of positions not occupied	Number of positions to be filled with Section 3 Residents (this project)
Professionals	3	3	0	0
Technicians	1	1	0	0
Office/Clerical	2	2	0	0
Officials/Managers	0	0	0	0
Sales	0	0	0	0
Craft Workers (skilled)	0	0	0	0
Equipment Operators (semi-skilled)	0	0	0	0
Laborers (unskilled)	0	0	0	0
Service Workers	0	0	0	0
Other Construction Trades	0	0	0	0
<b>TOTALS</b>	<b>6</b>	<b>6</b>	<b>0</b>	<b>0</b>

By signing below, I am certifying that the above information is an accurate estimate of workforce needs for this project.

  
 Authorized Signature

1 / 16 / 2026  
 Date

**REQUIREMENTS /ATTACHMENT 2**

**CERTIFICATION FOR SEEKING SECTION 3 PREFERENCE**

**IN CONTRACTING WITH THE CITY OF CHANDLER PROJECTS & DEMONSTRATION OF CAPABILITY**

Company Name: SWCA, Incorporated  
 Company Owner(s): N/A  
 Address: 2929 N Central Ave., Suite 1800, Phoenix, AZ 85012  
 Phone: 602.274.3831 Fax: N/A Email: jsterling@swca.com  
 Business Type:  Corporation  Partnership  Sole Proprietorship

**SECTION 3 DETERMINATION:**

*If the answer to any of the questions below is YES, the business qualifies as a Section 3 Business Concern. Please provide the required documentation as needed to the City of Chandler.*

**1. Is the business owned (51% or more) by individuals whose household incomes are NO GREATER THAN 80% of Area Median Income? (Please see attachment 3)**  Yes  No

**If yes, the business is considered a 'Section 3 Resident-Owned Enterprise'. One form of documentation is needed for each of the business owners:**

Federal Income Tax Returns  W-2 Income Statements  Paycheck Stubs  
 Evidence of Public Assistance  Other:

**2. Do 30% (or more) of your full time, permanent employees have household incomes that are NO GREATER THAN 80% of Area Median Income? (Please see attachment 3)**  Yes  No


**If yes, the business is considered a Section 3 Business Concern. Please provide the following:**

List of all current Full Time employees (*attach a separate sheet to this form*)  
 Self-Certification Income Form (*see attachment 4*) for all employees earning less than 80% of median income

**3. Will you subcontract more than 25% of this contract with any business that is either 51% owned by Section 3 residents or 30% or more of its employees are Section 3 residents?**  Yes  No

**If yes, please provide the following documentation:**

List of subcontracted Section 3 business(es) and subcontract amount  
 Evidence which identifies the subcontractor is considered a Section 3 Business Concern (*Sections 1 and 2 above provide examples of evidence to be used to identify a Section 3 Business Concern*)

  
Authorized Signature

1 / 16 / 2026  
Date

**REQUIREMENTS / ATTACHMENT 3**

**HUD FY 2025 INCOME LIMITS - MARICOPA COUNTY**

The FY 2019 Income Limits are in effect as of **June 1, 2025**. For all CDBG & HOME programs/projects, moderate-income is defined at or below 80% of Area Median Income (AMI) but greater than 50% AMI; low-income is defined at or below 50% of AMI.

2025 Income Limit Categories	MAXIMUM INCOME BY HOUSEHOLD SIZE							
	1	2	3	4	5	6	7	8
<b>Persons In Household</b>								
<b>0-30% AMI</b> (Extremely Low Income)	23,600	26,950	30,300	33,650	36,350	39,050	41,750	44,450
<b>31 - 50%</b> (Very Low Income)	39,300	44,850	50,500	56,100	60,600	65,100	69,600	74,100
<b>51-60%</b> (Low Income)	47,160	53,820	60,600	67,320	72,720	78,120	83,520	88,920
<b>61-80%</b> (Moderate Income)	62,850	71,800	80,800	89,750	96,950	104,150	111,300	118,500

**REQUIREMENTS /ATTACHMENT 4**

**SECTION 3 INCOME VERIFICATION AND SELF CERTIFICATION  
FOR PERMANENT FULLTIME EMPLOYEES**

Date: \_\_\_\_\_ Last 4 No.SSN \_\_\_\_\_

Name: \_\_\_\_\_

Address: Last Name First Name M.I.

Street City Zip

Male:  Female:  Phone No. \_\_\_\_\_

*It is the policy of these employers to provide equal opportunity to all of the employees and applicants for employment and to ensure that there be no discrimination against any persons on the grounds of race, color, national origin, political affiliation, sexual preference, age, or sex. The following questions are for the purpose of tracking the hiring benefits of this project and are optional and will remain confidential. This information will not be made a part of your personnel records.*

**Race/Ethnic Group** (check)  African American  Am. Indian / Native American  
 Asian / Pacific Islander  Caucasian  Hispanic / Latino  Other

**Annual Household Income** (Please check one income box for your family size)

Family Size	Yearly Household Income			
	Less than		or	greater than
1 <input type="checkbox"/>	\$39,300	<input type="checkbox"/>	or	\$62,850 <input type="checkbox"/>
2 <input type="checkbox"/>	\$44,850	<input type="checkbox"/>	or	\$71,800 <input type="checkbox"/>
3 <input type="checkbox"/>	\$50,500	<input type="checkbox"/>	or	\$80,800 <input type="checkbox"/>
4 <input type="checkbox"/>	\$56,100	<input type="checkbox"/>	or	\$89,750 <input type="checkbox"/>
5 <input type="checkbox"/>	\$60,600	<input type="checkbox"/>	or	\$96,950 <input type="checkbox"/>
6 <input type="checkbox"/>	\$65,100	<input type="checkbox"/>	or	\$104,150 <input type="checkbox"/>
7 <input type="checkbox"/>	\$69,600	<input type="checkbox"/>	or	\$111,300 <input type="checkbox"/>
8 <input type="checkbox"/>	\$74,100	<input type="checkbox"/>	or	\$118,500 <input type="checkbox"/>

**This income can be verified by:**

- Federal Income Tax Returns / W2s  Pay Stubs / Other Income Stubs  
 \_\_\_\_\_ Housing Authority  AHCCS, ALTCS, TANF, or Food Stamp Recipient

**Certification and Agreement**

*This information will be used to ensure compliance with U.S. Department of Housing and Urban Development Section 3 eligibility requirements. With your signature, you are certifying that the above information is correct to the best of your knowledge; falsifying information on this form is a federal offense. The penalty for making false statements is prescribed in the US Criminal Code 18 U.S.C. 1001.*

\_\_\_\_\_  
Signature of Employee

\_\_\_\_/\_\_\_\_/\_\_\_\_\_  
Date

**REQUIREMENTS /ATTACHMENT 5**

**SECTION 3 COMPLIANCE CERTIFICATION  
ECONOMIC OPPORTUNITIES FOR LOW AND VERY LOW INCOME PERSONS**

The Section 3 Compliance Certification form is provided to ensure that each entity contracting with the City of Chandler federally funded projects are aware of the requirements and clauses that will be required in all Section 3 covered contracts.

The City of Chandler Housing & Redevelopment Division will ensure that the following clauses are included in all Section 3 covered contracts. The Professional & Technical Service provider will be bound by its provisions.

Every applicant, recipient, contracting part, Contractor, Professional & Technical Service providers and subcontractors shall incorporate, or cause to be incorporated, in all Contractors for work in connection with a Section 3 covered project, the following clause:

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S. C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance of HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The Professional & Technical Service provider agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Professional & Technical Service provider commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The Professional & Technical Service provider agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Professional & Technical Service provider will not subcontract with any subcontractor where the Professional & Technical Service provider has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The Professional & Technical Service provider will certify that any vacant employment positions, including training positions, that are filled (1) after the Professional & Technical Service provider is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Professional & Technical Service providers obligations under CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

This form provides technical specifications as part of the HUD requirements pertaining to Section 3. The Professional & Technical Service provider that is selected for this project will be required to provide this form to any subcontractor hired for this project. If you are the selected Professional & Technical Service provider for this project, you must agree to comply with Steps 1, 2 & 3 below:

1. You must sign and date this form for every pay period in connection with this project and include with your Pay Application, and Davis-Bacon Certified Payroll Report:
2. In connection with this project, you must also complete, sign, date, and submit a progress report for every pay period worked, to the City of Chandler.

I have read, understand, and agree to comply with these requirements as stated above.

SWCA, Incorporated

Company Name *(please print)*

Jana Sterling

Authorized Name *(please print)*

Vice President

Title of Person Authorized to Sign *(please print)*

  
Signature

Date: 1 / 16 / 2026