Chandler · Arizona
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PURCHASING ITEM FOR COUNCIL AGENDA

1. Agenda Item Number: 25

2. Council Meeting Date: December 11, 2014

TO: **MAYOR & COUNCIL**

THROUGH: **CITY MANAGER**

3. Date Prepared: November 19, 2014

4. Requesting Department: Planning Division

5. SUBJECT: Agreement with Partners for Strategic Action, Inc., for the General Plan Update

6. RECOMMENDATION: Staff recommends City Council approve Agreement No. CM5-918-3447, with Partners for Strategic Action, Inc., for the General Plan Update, in the amount of $249,975 for the term of January 1, 2015, through December 31, 2016.

7. BACKGROUND/DISCUSSION:
Arizona Revised Statutes §9-461.06 requires the City's General Plan be adopted and ratified at least once every ten years. Approval of this contract would retain the services of primary consultant, Partners for Strategic Action, Inc., and sub-consultants to assist City Planning Staff in updating the current General Plan, which was adopted by Mayor and Council on June 26, 2008. Planning Staff is initiating the update process now with the goal of having the updated General Plan adopted by Mayor and Council in the summer of 2016 and ratified by voters in the November 2016 election. One of the first actions following the approval of this contract will be to assemble a Citizen Advisory Committee to guide the consultants and Planning Staff throughout the process. A Public Participation Plan, a general timeline that outlines the update process and strategies for encouraging public input, will be developed by the Committee and will be presented to Mayor and Council for approval early next year.

8. EVALUATION: On September 4, 2014, City Staff issued a Request for Proposal for the General Plan Update. Notification was sent to all registered vendors. Six proposals were received from the following offerors:
Center for Social Ecology and Public Policy
WLB Group/Urban Engineering, Inc.
Bowman Consulting Group
Partners for Strategic Action, Inc.
Matrix Design Group
The Planning Center
The Evaluation Committee evaluated the proposals and recommends award to Partners for Strategic Action, Inc., who submitted the most advantageous offer to the City in accordance with the evaluation criteria.

The term of this agreement is January 1, 2015, through December 31, 2016.

9. FINANCIAL IMPLICATIONS:

Cost:	$249,975
Savings:	N/A
Long Term Costs:	N/A

Acct. No.:	Fund:	Program Name:	CIP Funded:	Funds:
401.3310.5219.0.6ST681	**General Fund-Capital**	**General Plan Update**	**Yes**	**$249,975**

10. PROPOSED MOTION: Move City Council approve Agreement No. CM5-918-3447, with Partners for Strategic Action, Inc., for the General Plan Update, in the amount of $249,975.

ATTACHMENTS: Agreement

11. Requesting Department Planning Division	**13. Department Head** Jeff Kurtz
12. Purchasing and Materials Manager Christina Pryor, CPPB	**14. City Manager** Rich Dlugas

CITY OF CHANDLER
PROFESSIONAL SERVICES AGREEMENT

Project No. **CM5-918-3447**

Project Name: **GENERAL PLAN UPDATE**

THIS AGREEMENT is made and entered into this _____ day of _____, 2014, by and between the City of Chandler, a Municipal Corporation of the State of Arizona, hereinafter referred to as "CITY", and Partners for Strategic Action, Inc., hereinafter referred to as "CONSULTANT".

WHEREAS, the Mayor and City Council of the City of Chandler is authorized and empowered by provisions of the City Charter to execute contracts for professional services; and

WHEREAS, CONSULTANT represents that CONSULTANT has the expertise and is qualified to perform the services described in the Agreement.

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

1. CONTRACT ADMINISTRATOR:

1.1. To provide the professional services required by this Agreement CONSULTANT shall act under the authority and approval of David de la Torre or designee, (the Contract Administrator), who shall oversee the execution of this Agreement, assist the CONSULTANT with any necessary information, audit billings, and approve payments. The CONSULTANT shall channel reports and special requests through the Contract Administrator.

1.2. CITY reserves the right to review and approve any/all changes to CONSULTANT'S key staff assigned to the CITY project by the firm during the term of this Agreement.

2. SCOPE OF WORK: CONSULTANT shall provide those services described in Exhibit B attached hereto and made a part hereof by reference.

3. ACCEPTANCE AND DOCUMENTATION: Each task shall be reviewed and approved by CITY to determine acceptable completion. All documents, including but not limited to, data compilations, studies, and reports which are prepared in the performance of this Agreement, shall be and remain the property of CITY and shall be delivered to CITY before final payment is made to CONSULTANT.

4. FEE SCHEDULE: For the services described in paragraph 2 of this Agreement, CITY shall pay CONSULTANT a fee not to exceed the sum of two hundred forty nine thousand nine hundred seventy five dollars ($249,975.00) in accordance with the fee schedule attached hereto as Exhibit C and incorporated herein by reference.

5. TERM: Following execution of this Agreement by CITY, CONSULTANT shall commence work on January 1, 2015 and shall complete all services described herein on or prior to December 31, 2016.

6. COOPERATIVE USE OF CONTRACT. In addition to the City of Chandler and with approval of the CONTRACTOR, this Contract may be extended for use by other municipalities, school districts and government agencies of the State. A current listing of

eligible entities may be found at www.maricopa.gov/materials and then click on 'Contracts', 'S.A.V.E.' listing and 'ICPA'. 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 (5) times during a month, CONTRACTOR shall submit a full set of fingerprints to the school district in accordance with A.R.S. 15-512 of each person or employee who may provide such service. The District shall conduct a fingerprint check in accordance with A.R.S. 41-1750 and Public Law 92-544 of all CONTRACTORS, sub-CONTRACTORS or vendors and their employees for which fingerprints are submitted to the District. Additionally, the CONTRACTOR shall comply with the governing body fingerprinting policies of each individual school district/public entity. CONTRACTOR, sub-contractors, vendors and their employees shall 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 shall not be responsible for any disputes arising out of transactions made by other agencies who utilize this Agreement.

7. TERMINATION:

7.1. Termination for Convenience: CITY reserves the right to terminate this Contract or any part thereof for its sole convenience with thirty (30) days written notice. In the event of such termination, CONSULTANT shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and subcontractors to cease such work. As compensation in full for services performed to the date of such termination, the CONSULTANT shall receive a fee for the percentage of services actually performed. This fee shall be in the amount to be mutually agreed upon by the CONSULTANT and CITY, based on the agreed Scope of Work. If there is no mutual agreement, the Management Services Director shall determine the percentage of work performed for each task detailed in the Scope of Work and the CONSULTANT's compensation shall be based upon such determination and CONSULTANT's fee scheduled included herein.

7.2 Termination for Cause: City may terminate this Contract for Cause upon the occurrence of any one or more of the following events:

1) If CONSULTANT fails to perform pursuant to the terms of this Agreement

2) If CONSULTANT is adjudged a bankrupt or insolvent;

3) If CONSULTANT makes a general assignment for the benefit of creditors;

4) If a trustee or receiver is appointed for CONSULTANT or for any of CONSULTANT'S property;

5) If CONSULTANT files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws;

6) If CONSULTANT disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction;

7) Where Agreement has been so terminated by CITY, the termination shall not affect any rights of CITY against CONSULTANT then existing or which may thereafter accrue.

7.3. **Availability of Funds for the next Fiscal Year.** Funds may not presently be available under this agreement beyond the current fiscal year. No legal liability on the part of the CITY for services may arise under this agreement beyond the current fiscal year until funds are made available for performance of this agreement. The CITY may reduce services or terminate this agreement without further recourse, obligation, or penalty in the event that insufficient funds are appropriated. The City Manager shall have the sole and unfettered discretion in determining the availability of funds.

8. **INSURANCE REQUIREMENTS:** CONSULTANT shall provide and maintain the insurance as listed in Exhibit D attached hereto and made a part hereof by reference.

9. **ENTIRE AGREEMENT:** This Agreement constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Agreement may not be modified or amended except by a written document, signed by authorized representatives or each party.

10. **ARIZONA LAW:** This Agreement shall be governed and interpreted according to the laws of the State of Arizona.

10.1. Pursuant to the provisions of A.R.S. § 41-4401, the Contractor hereby warrants to the City that the Contractor and each of its subcontractors ("Subcontractors") will comply with all Federal Immigration laws and regulations that relate to the immigration status of their employees and the requirement to use E-Verify set forth in A.R.S. §23-214(A) (hereinafter "Contractor Immigration Warranty").

10.2. A breach of the Contractor Immigration Warranty (Exhibit A) shall constitute a material breach of this Contract that is subject to penalties up to and including termination of the contract.

10.3. The City retains the legal right to inspect the papers of any Contractor or Subcontractor employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. The Contractor agrees to assist the City in the conduct of any such inspections.

10.4. The City may, at its sole discretion, conduct random verifications of the employment records of the Contractor and any Subcontractors to ensure compliance with Contractors Immigration Warranty. The Contractor agrees to assist the City in performing any such random verification.

10.5. The provisions of this Article must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

10.6. In accordance with A.R.S. §35-393.06, the Contractor hereby certifies that the offeror does not have scrutinized business operations in Iran.

10.7. In accordance with A.R.S. §35-391.06 the Contractor hereby certifies that the offeror does not have scrutinized business operations in Sudan.

11. **CONFLICT OF INTEREST:**

11.1. **No Kickback.** CONSULTANT warrants that no person has been employed or retained to solicit or secure the Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no member of the City

Council or any employee of the CITY has any interest, financially or otherwise, in the firm unless this interest has been declared pursuant to the provisions of A.R.S. section 38-501. Any such interests were disclosed in CONSULTANT'S proposal to the CITY.

11.2. Kickback Termination. CITY may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of the CITY is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a CONSULTANT to any other party to the Agreement with respect to the subject matter of the Agreement. The cancellation shall be effective when written notice for CITY is received by all other parties, unless the notice specifies a later time (A.R.S. 38-511).

11.3. No Conflict. CONSULTANT stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this project.

11.4. Arizona Law. This Agreement shall be governed and interpreted according to the laws of the State of Arizona.

11.5. Jurisdiction and Venue. The parties agree that this Agreement is made in and shall be performed in Maricopa County. Any lawsuits between the Parties arising out of this Agreement shall be brought and concluded in the courts of Maricopa County in the State of Arizona, which shall have exclusive jurisdiction over such lawsuits.

11.6. Fees and Costs. Except as otherwise agreed by the parties, the prevailing party in any adjudicated dispute relating to this Agreement is entitled to an award of reasonable attorney's fees, expert witness fees and costs including, as applicable, arbitrator fees; provided, however, that no award of attorney's fees shall exceed ten percent (10%) of the damages awarded the prevailing party unless the non-prevailing party has been determined to have acted in bad faith or in a frivolous manner during the adjudication.

12. **NOTICES:** All notices or demands required to be given pursuant to the terms of this Agreement shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

In the case of City:
City of Chandler
Purchasing Division
P.O. Box 4008, Mail Stop 901
Chandler, AZ 85244-4008
480.782.2400

In the case of CONSULTANT:
Partners for Strategic Action, Inc.
13771 N. Fountain Hills Blvd., Ste. 114-360
Fountain Hills, AZ 85268
480.816.1811

Notices shall be deemed received on date delivered, if delivered by hand, and on the delivery date indicated on receipt if delivered by certified or registered mail.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names to this 17 day of November 2014.

CITY OF CHANDLER

_____
Date

APPROVE AS TO FORM

_____
City Attorney KSM

ATTEST:

_____
City Clerk

SEAL

CONSULTANT

By: Peggy A. Fiandaca

Title: President

ATTEST: If Corporation

_____
Secretary

EXHIBIT A

Contractor Immigration Warranty
To Be Completed by Contractor Prior to Execution of Contract

A.R.S. § 41-4401 requires as a condition of your contract verification of compliance by the contractor and subcontractors with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of its employees.

By completing and signing this form the contractor shall attest that it and all subcontractors performing work under the cited contract meet all conditions contained herein.

Contract Number:	CMS 918-3447
Name (as listed in the contract):	PARTNERS FOR STRATEGIC ACTION, INC.
Street Name and Number:	13771 FOUNTAIN HILLS BLVD. STE 360
City: FOUNTAIN HILLS **State:**	AZ **Zip Code:** 85268

I hereby attest that:

1. The contractor complies with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of those employees performing work under this contract;

2. All subcontractors performing work under this contract comply with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of their employees.

Signature of Contractor (Employer) or Authorized Designee:

Printed Name: CURTIS DUNHAM

Title: SECRETARY

Date (month/day/year): 11/17/14

EXHIBIT B
SCOPE OF WORK

Work Program
Based on the experience of the PSA Team and our understanding of the city of Chandler, the following work program builds upon the scope of work phases outlined in the Request for Proposal.

The PSA Team believes that in order to sustain project momentum and collaborative engagement through to a draft General Plan Update, the public and stakeholder engagement effort should be completed within two years. While our project schedule targets City Council adoption and call-for-election by the end of 2016, our approach does provide the flexibility for a longer adoption phase (Tasks 8 and 9), if desired. The following approach is based on the city's FY 15 and 16 project budget; should the PSA Team be selected, we look forward to working with staff during contract negotiations to solidify the strategies, tactics and project deliverables (including the specific timeline and PSA Team role for Tasks 8 and 9.)

The following outlines the key activities and deliverables of our proposed work program. Items in **bold** reflect project deliverables. Items in ***italicized bold*** reflect project committee meetings or public events.

Phase I: Project Start-Up

Task 1: Initiation
Purpose: Carefully evaluate and program the necessary sequence of work tasks to prepare an easy-to-use, realistic General Plan Update.

Subtasks:
1. Finalize **work program and project schedule.**
2. Establish project protocol and reporting requirements.
3. Formalize the committee structure and set tentative meeting schedule.
4. Prepare the **PPP** outlining engagement objectives, communication strategies and techniques to be employed, and roles and responsibilities.
5. Define project planning horizon.
6. Identify potential issues and concerns that may need to be addressed during the process.
7. Complete a **General Plan Audit and Strategic Analysis** that assesses the current plan's effectiveness.
8. Launch General Plan Update **webpage** via city's website.
9. Define mapping capabilities and needs and establish roles and responsibilities.
10. Establish the **Planning Lab** and schedule.
11. Conduct ***CAC Meeting #1*** to review the PPP and discuss issues related to the existing general plan.
12. Submit PPP to City Council for adoption.

City Resources/Responsibilities:
- Facilitating CAC meeting communication and logistics
- Printing and distribution of documents/materials
- Establishing and managing project webpage
- Providing Planning Lab meeting space and access
- Providing input regarding existing plan's effectiveness

PSA Team Resources/Responsibilities:
- Facilitating committee meeting
- Developing committee meeting summary notes
- Providing content for project webpage
- Preparing PPP

- Preparing General Plan Audit and Strategic Analysis
- Providing project deliverables via electronic file

Task 2: Framing General Plan Update Issues
Purpose: Building on past research and recently completed studies, analyze the existing regional and local social, physical and economic characteristics that impact the planning area to ensure a solid understanding of issues facing the community today and in the future.

Subtasks:
1. Develop the General Plan Update **mission statement**.
2. Review existing community and regional plans/studies as well as private sector development plans that have been generated within the planning area that could affect the General Plan Update effort.
3. Prepare a **dialogue paper** (*Chandler Today, Foundation for the Future*) using the existing "City Profile" other relevant data to assist in framing a dialogue regarding community opportunities and issues to be addressed in the General Plan Update.
4. Conduct ***CAC Meeting #2*** to review dialogue paper and identify issues and opportunities facing the community.
5. Prepare for and conduct ***RRT Meeting #1*** to review dialogue paper and identify regional issues and opportunities facing the community.

City Resources/Responsibilities:
- Facilitating CAC meeting communication and logistics
- Printing and distribution of documents/materials
- Managing project webpage
- Providing Planning Lab meeting space and access
- Staffing Planning Lab

PSA Team Resources/Responsibilities:
- Facilitating committee meetings
- Developing committee meeting summary notes
- Preparing dialogue paper
- Staffing Planning Lab
- Providing content for project webpage
- Providing project deliverables via electronic file

Phase 2: Visioning and Gathering Input

Task 3: Setting the Vision
Purpose: Create a consensus vision for Chandler's future.

Subtasks:
1. Develop a General Plan Update **informational brochure** for use throughout the project.
2. Review and re-evaluate existing General Plan elements, vision, goals and policies.
3. Distribute an ***online community questionnaire*** regarding residents' values and vision to assist in reaffirming or fine-tuning the vision and policy framework.
4. Host a ***joint planning retreat*** with CAC (***#3***) and elected/appointed officials to discuss expectations and future desires, setting the foundation for public dialogue.
5. Organize and conduct ***Chandler Vision Fest***, a multi-day, multi-event visioning Charrette; activities could include: brown bag dialogues, youth visioning workshops, live virtual collaboration sessions, faith-based and/or non-profit organization dialogues, mobile visioning booths, meetings-in-a-box, and a results forum. *The PSA Team feels strongly that there needs to be a variety of activities so that residents of all ages and demographics can lend their voice to the dialogue. To achieve a broad cross-section of involvement, a signature visioning event could be held whereby participants that are selected*

via application. This approach has been used on other studies to achieve a representative sample of participants from the community.

6. Draft a **future vision working paper** outlining visioning events and findings.

City Resources/Responsibilities:

- Facilitating planning retreat communication and logistics
- Facilitating Vision Fest logistics
- Placing paid advertising of Vision Fest events (if desired)
- Printing and distribution of documents/materials
- Managing project webpage
- Providing Planning Lab meeting space and access
- Staffing Planning Lab

PSA Team Resources/Responsibilities:

- Facilitating planning retreat and coordinating Vision Fest meetings/events
- Developing planning retreat summary notes
- Preparing informational brochure
- Preparing future vision working paper
- Staffing Planning Lab
- Providing content for project webpage
- Developing, implementing and compiling online community questionnaire results
- Providing project deliverables via electronic file

Task 4: Developing a Range of Possible Futures

Purpose: Prepare future alternatives for targeted key corridors and/or subareas based on the community vision and projected demographic and economic growth that ensure a sustainable development pattern.

Subtasks:

1. Re-affirm a range of land use classifications (e.g., residential, commercial, employment) and density ranges for use in developing alternatives.
2. Develop contrasting corridor and/or subarea **alternatives** (based on the community-defined vision and completed research and analysis) and evaluate/analyze implications (e.g., population, employment, and transportation projections; economic implications; etc.).
3. Draft an **alternatives working paper** outlining the analysis and implications of each alternative.
4. Hold a ***planning advance*** with CAC (**#4**) and elected/appointed officials to review and discuss alternatives.
5. Develop a **fact sheet** summarizing the alternatives and implications in an easy-to-understand format.
6. Conduct ***alternatives workshops*** to present and discuss the scenarios with residents. Two workshops would be held: one traditional, in-person workshop would be hosted in addition to a virtual online workshop. Workshops would utilize feedback tactics such as questionnaires, visual preference surveys and/or facilitated dialogues.
7. Compile comments received, identify common themes and divergent viewpoints and summarize findings in an **alternatives summary report**.

City Resources/Responsibilities:

- Facilitating planning advance communication and logistics
- Printing and distribution of documents/materials
- Managing project webpage
- Providing Planning Lab meeting space and access
- Staffing Planning Lab

PSA Team Resources/Responsibilities:

- Facilitating planning advance and alternatives workshops

- Developing planning advance summary notes
- Developing alternatives
- Preparing alternatives working paper
- Preparing fact sheet
- Preparing alternatives summary report
- Staffing Planning Lab
- Providing content for project webpage
- Providing project deliverables via electronic file

Phase 3: Development of Draft General Plan

Task 5: Defining the Preferred Alternative
Purpose: Define the preferred land use and transportation alternative based upon the analysis completed and input received.

Subtasks:
1. Develop a **preferred alternative** and facilitate the development of land use and transportation maps/GIS data layers with staff.
2. Draft a **preferred alternative working paper** outlining the analysis and implications of the preferred alternative, including evaluation in regards to economic growth.
3. Conduct ***CAC Meeting #5*** to review the preferred alternative and provide input.
4. Conduct ***RRT Meeting #2*** to review the preferred alternative and provide input.
5. Facilitate one-on-one meetings with city department staff, as needed, to frame draft General Plan Update elements.

City Resources/Responsibilities:
- Facilitating committee meetings communication and logistics
- Coordinating and participating in one-on-one departmental meetings, as needed
- Printing and distribution of documents/materials
- Managing project webpage
- Providing Planning Lab meeting space and access
- Staffing Planning Lab

PSA Team Resources/Responsibilities:
- Facilitating committee meetings
- Developing committee meeting summary notes
- Facilitating one-on-one departmental meetings, as needed
- Developing preferred alternative
- Preparing preferred alternative working paper
- Staffing Planning Lab
- Providing content for project webpage
- Providing project deliverables via electronic file

Task 6: Developing the Draft General Plan Update
Purpose: Develop the draft elements of the Chandler General Plan Update document.

Subtasks:
1. Prepare **drafts of all elements/chapters.**
2. Hold a ***planning advance*** with CAC (**#6**) and elected/appointed officials to discuss the draft General Plan Update concepts.
3. Prepare the **draft General Plan Update** and submit to city for review.
4. Conduct a full day, cross-disciplinary ***retreat*** with department directors and key staff to thoroughly review the draft General Plan Update.

5. Publish draft General Plan Update online.
6. Develop a **fact sheet** summarizing the draft General Plan Update and implications in an easy-to-understand format.
7. Distribute an ***online community questionnaire*** to capture reactions to the draft General Plan Update.
8. Present for review and input—in a manner consistent with the adopted PPP—the draft General Plan Update and/or specific elements to city commissions and committees. At minimum, the following presentations are anticipated: Transportation Commission (draft circulation/bicycling element); Park and Recreation Board (draft recreation and open space element); Economic Development Advisory Board (draft land use, economic development element); and, Planning Commission.
9. Extended additional consultation services to analyze economic growth and/or to further refine related aspects of the draft General Plan Update, if desired.
10. Maintain a draft General Plan Update **comment matrix** outlining feedback received and disposition of comments.

City Resources/Responsibilities:

- Facilitating planning advance, retreat and commission/committee communication and logistics
- Printing and distribution of documents/materials
- Managing project webpage
- Providing Planning Lab meeting space and access
- Staffing Planning Lab

PSA Team Resources/Responsibilities:

- Facilitating planning advance and retreat
- Developing planning advance and retreat summary notes
- Drafting elements/chapters
- Preparing draft General Plan Update
- Preparing fact sheet
- Presenting at commission/committee meetings
- Staffing Planning Lab
- Providing content for project webpage
- Developing, implementing and compiling online community questionnaire results
- Developing and maintaining comment matrix
- Providing project deliverables via electronic file

Phase 4: Presentation of Final Draft for Adoption

Task 7: 60-Day Agency Review

Purpose: Develop and distribute 60-Day Review Draft General Plan Update to agencies for review and feedback and facilitate

Subtasks:

1. Prepare the **60-Day Review Draft General Plan Update**.
2. Distribute the 60-Day General Plan Update for outside agency review and comment.
3. Conduct ***CAC Meeting #7*** to review comments received and solicit input on the 60-Day Review Draft General Plan Update.
4. Conduct ***RRT Meeting #3*** to solicit comments on the 60-Day Review Draft General Plan Update.
5. Maintain a 60-Day General Plan Update **comment matrix** outlining feedback received and disposition of comments.
6. Prepare a **Final Draft General Plan Update.**
7. Publish and distribute Final Draft General Plan Update, including making hard copies of the Final Draft General Plan Update available in public locations (e.g., City Hall, libraries, etc.)

8. Conduct ***CAC Meeting #8*** to review final draft plan and discuss public review process.
9. Conduct ***public workshops*** to present the final draft General Plan Update for discussion and comment. Workshops will be held in three different locations within the city.
10. Maintain a Final Draft General Plan Update **comment matrix** outlining feedback received and disposition of comments.
11. Conduct ***CAC Meetings #9 and #10*** (if needed) to review and recommend approval of the Draft General Plan.

City Resources/Responsibilities:

- Facilitating committee meeting communication and logistics
- Facilitating public workshop logistics
- Printing and distribution of documents/materials
- Managing project webpage
- Providing Planning Lab meeting space and access
- Staffing Planning Lab

PSA Team Resources/Responsibilities:

- Facilitating committee meetings
- Coordinating and facilitating public workshops
- Developing committee meeting and public workshops summary notes
- Preparing 60-Day General Plan Update
- Preparing Final Draft General Plan Update
- Maintaining comment matrix
- Staffing Planning Lab
- Providing content for project webpage
- Providing project deliverables via electronic file

Task 8: Public Hearings

Purpose: Prepare the Final General Plan Update for recommendation by the Planning Commission and approval by the City Council.

Subtasks:

1. Finalize and publish the Final Draft General Plan Update comment matrix.
2. Develop a **General Plan Update brochure-style executive summary**.
3. Conduct legally advertised **public hearings #1 and #2** with the Planning Commission to discuss and ultimately recommend adoption of the Final Draft General Plan Update.
4. Conduct legally advertised **public hearing #3** with the City Council to discuss and ultimately adopt the General Plan Update.
5. Call-for-election to ratify the General Plan Update. [State law requires the General Plan Update be submitted to voters for ratification at a regular or special election at least 120 days after approval by city council.]

City Resources/Responsibilities:

- Facilitating public hearing advertising, communication, adoption requirements, and logistics
- Facilitating call for election
- Printing and distribution of documents/materials
- Managing project webpage
- Providing Planning Lab meeting space and access
- Staffing Planning Lab

PSA Team Resources/Responsibilities:

- Attending and presenting at three public hearings
- Preparing General Plan Update brochure-style executive summary

- Staffing Planning Lab
- Providing content for project webpage
- Providing project deliverables via electronic file

Task 9: Public Ratification Vote

Purpose: Prepare for and facilitate the General Plan Update ratification vote.

Subtasks:

1. Develop a reproducible master color copy/electronic file of the final, adopted General Plan Update

City Resources/Responsibilities:

- Printing and distribution of documents/materials
- Managing project webpage

PSA Team Resources/Responsibilities:

- Providing content for project webpage
- Preparing adopted General Plan Update
- Providing project deliverables via electronic file

Key Personnel Assigned and Anticipated Hours by Phase/Task

The following defines key personnel assignments by task and estimates the number of key personnel hours anticipated per phase.

Phase		1		2		3		4	
Task		1	2	3	4	5	6	7	8	9
Peggy A. Fiandaca, AICP	PSA	•	•	•	•	•	•	•	•	
	EPS	•	•	•	•	•	•	•	•	
Audra Koester Thomas	PSA	•	•	•	•	•	•	•	•	
	EPS		•		•	•	•	•		
Drew Huseth, AICP	EPS		•		•	•	•	•		
	EPS				•	•	•	•		
Rick Merritt, AICP	EDPCo		•		•	•	•	•		
	EDPCo				•	•	•	•		
James Witkowski, PhD	EPS					•	•			
	EPS					•	•	•		
Key Personnel Anticipated Hours		244		583		751		314	

Anticipated Project Schedule by Phase/Task

Actual scheduled to be finalized as part of contract negotiations and development of PPP. The following timeline is provided for purposes of illustration only based on the proposed approach outlined.

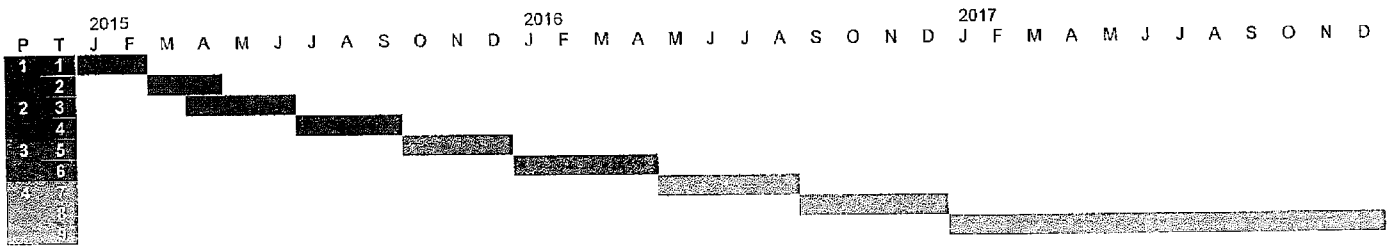

EXHIBIT C
PRICE PROPOSAL

Section I

Provide all-inclusive pricing for each of the Phases of the Scope of Work.

Phase 1: Project Start-Up	$ 32,940.00	Inclusive
Phase 2: Visioning	$ 77,230.00	Inclusive
Phase 3: Development of Draft	$ 97,910.00	Inclusive
Phase 4: Presentation of Final Draft	$ 41,895.00	Inclusive

Section II

Hourly rates for all consultant and sub-consultant personnel are included below. In the event that the City requires related services in addition to those of the Scope of Work, these rates will serve as the basis for pricing those services.

Key Personnel	Hourly Rate
Peggy Fiandaca	150.00
Jackie Guthrie	125.00
Audra Koester Thomas	125.00
Matt Truitt	120.00
Drew Huseth	90.00
Eric Maceyko	130.00
Rick Merritt	220.00
Daniel Court	160.00
James Witkowski	165.00
Jeffrey Ditgen	60.00

EXHIBIT D
INSURANCE REQUIREMENTS

Indemnification:

1. **Indemnification.** To the fullest extent permitted by law, CONSULTANT, its successors, assigns and guarantors, shall defend, indemnify and hold harmless City and any of its elected or appointed officials, officers, directors, commissioners, board members, agents or employees from and against any and all allegations, demands, claims, proceedings, suits, actions, damages, including, without limitation, property damage, environmental damages, personal injury and wrongful death claims, losses, expenses (including claim adjusting and handling expenses), penalties and fines (including, but not limited to, attorney fees, court costs, and the cost of appellate proceedings), judgments or obligations, which may be imposed upon or incurred by or asserted against the City by reason of this Agreement or the services performed or permissions granted under it, or related to, arising from or out of, or resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused in whole or part by CONSULTANT, or any of its subcontractors, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, relating to the discharge of any duties or the exercise of any rights or privileges arising from or incidental to this Agreement, including but not limited to, any injury or damages claimed by any of CONSULTANT's and subcontractor's employees.

   The amount and type of insurance coverage requirements set forth in the Agreement will in no way be construed as limiting the scope of indemnity in this paragraph.

Insurance:

1. General.

A. At the same time as execution of this Agreement, the CONSULTANT shall furnish the City of Chandler 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 CONSULTANT and any of its subcontractors, subconsultants or sublicensees 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 CONSULTANT from liabilities that might arise out of the performance of the Agreement services under this Agreement by CONSULTANT, its agents, representatives, employees, subcontractors, sublicensees or subconsultants and the CONSULTANT 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 CONSULTANT from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.

F. Use of SubContractors: If any work is subcontracted in any way, the CONSULTANT shall execute a

written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of the CONSULTANT in this Agreement. The CONSULTANT is responsible for executing the Agreement with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.

2. Minimum Scope And Limits Of Insurance. The CONSULTANT shall provide coverage with limits of liability not less than those stated below.

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

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

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

D. *Professional Liability.* If the Agreement is the subject of any professional services or work performed by the CONSULTANT, or if the CONSULTANT engages in any professional services or work adjunct or residual to performing the work under this Agreement, the CONSULTANT must maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by the CONSULTANT, or anyone employed by the CONSULTANT, or anyone whose acts, mistakes, errors and omissions the CONSULTANT is legally liable, with a liability limit of $1,000,000 each claim and $2,000,000 all claims. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage must extend for 3 years past completion and acceptance of the work or services, and the CONSULTANT, or its selected Design Professional will submit Certificates of Insurance as evidence the required coverage is in effect. The Design Professional must annually submit Certificates of Insurance citing that the applicable coverage is in force and contains the required provisions for a 3 year period.

3. 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.

B. *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

CONSULTANT including the City's general supervision of the CONSULTANT; Products and Completed operations of the CONSULTANT; and automobiles owned, leased, hired, or borrowed by the CONSULTANT.

2. The CONSULTANT's insurance must contain broad form contractual liability coverage and must not exclude liability arising out of explosion, collapse, or underground property damage hazards ("XCU") coverage.

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

4. The CONSULTANT'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 CONSULTANT and must not contribute to it.

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

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

7. 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 CONSULTANT for the City.

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

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