



**PURCHASING ITEM
FOR
COUNCIL AGENDA**

1. Agenda Item Number:

27

2. Council Meeting Date:

April 26, 2007

TO: MAYOR & COUNCIL

3. Date Prepared: April 4, 2007

THROUGH: CITY MANAGER

4. Requesting Department: Planning & Development

5. SUBJECT: The award of Contract No. PL7-918-2397 with Community Sciences Corporation to conduct a General Plan update, in an amount not to exceed \$267,000.

6. RECOMMENDATION: Staff recommends the award of Contract No. PL7-918-2397 with Community Sciences Corporation to conduct a General Plan update, in an amount not to exceed \$267,000.

7. HISTORICAL BACKGROUND/DISCUSSION: The Chandler General Plan is a strategic document guiding City growth and development as required by State Statutes, and relies heavily upon area plans, development policies, Planned Area Development (PAD) zoning, and other techniques for implementation. The General Plan currently in effect was adopted by Council on November 1, 2001, and was ratified by voters on March 12, 2002. In response to Council direction at the time of adoption, Staff committed to an update sooner than the ten (10) years otherwise allowed by Statutes, due to the City's rapid growth. While the Plan has served the City well in its growth-related decisions, several elements are now out of date (e.g., Housing, Redevelopment), others have already been earmarked for update by other city departments (Transportation Element and Water/Wastewater Master Plan), and the implications of City build-out have now been studied. In addition to technical advice by City staff representing all City departments and an oversight committee to be comprised of City residents, the General Plan update process anticipates extensive public participation over the next 12-18 months, all as required by Statutes. The updated Plan will outline the City's vision for build-out and beyond for all fifteen (15) elements as required for cities our size, with additional emphasis upon neighborhood planning and key economic development.

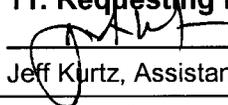
8. EVALUATION PROCESS: On November 20, 2006, staff issued Request for Qualifications and Experience (RFQ & E) MU7-918-2397 to select a consultant to perform the General Plan update. The RFQ & E was advertised, all registered vendors were notified, and additional copies were sent to known providers of the requested services. The RFQ & E responses were opened on January 5, 2007. The City received responses from: David Evans & Associates; Community Sciences Corporation; Matrix Design Group; and EDAW Inc. The responses were evaluated and scored in accordance with established City policies and procedures by a selection panel consisting of: Hank Pluster, Interim Long Range Planning Manager; David De la Torre, Senior Planner; Kevin Mayo, Senior Planner; and Mike Cason, Planning & Zoning Commission member. The consensus choice was Community Sciences Corporation. Staff has negotiated the contract with Community Sciences Corporation that includes all costs necessary to provide the General Plan Update.

9. FINANCIAL IMPLICATIONS: Funds for this project are available as follows: \$227,000 in Long Range Planning Acct. 101-1515-0000-5219, Other Professional Services; \$40,000 in Non-Departmental Acct. 101-1290-0000-5219.

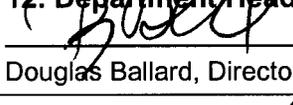
10. PROPOSED MOTION: Move to approve the award of Contract No. PL7-918-2397 with Community Sciences Corporation to conduct a General Plan update, in an amount not to exceed \$267,000.

APPROVALS

11. Requesting Department


Jeff Kurtz, Assistant Planning & Development Director

12. Department Head


Douglas Ballard, Director, Planning & Development

13. Procurement Officer


Thomas North, CPPB

14. City Manager


W. Mark Pentz

**CITY OF CHANDLER SERVICES AGREEMENT
CITY OF CHANDLER – GENERAL PLAN UPDATE – ARIZONA AVENUE
CONTRACT NO.: PL7-918-2397**

THIS AGREEMENT is made and entered into this 15th day of April, 2007, by and between the City of Chandler, a Municipal Corporation of the State of Arizona, hereinafter referred to as "CITY", and Community Sciences Corporation, hereinafter referred to as "CONTRACTOR".

WHEREAS, CONTRACTOR represents that CONTRACTOR 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. **Contract Administrator.** CONTRACTOR shall act under the authority and approval of Long Range Planning Division – General Plan Coordinator /designee (Contract Administrator), to provide the services required by this Agreement.
- 1.2. **Key Staff.** This Contract has been awarded to CONTRACTOR based partially on the key personnel, Richard F. Counts and David A. Williams, to perform the services required herein. CONTRACTOR shall not change nor substitute any of these key staff for work on this Contract without prior written approval by CITY.

2. SCOPE OF WORK: CONTRACTOR shall provide General Plan update services all as more specifically set forth in the Scope of Work, labeled Exhibit A; Estimated Hours by Phase/Task, labeled Exhibit B; and Estimated Time Line, labeled Exhibit C; attached hereto and made a part hereof by reference and as set forth in the Scope of Work and details included therein.

- 2.1. **Non-Discrimination.** The CONTRACTOR shall comply with State Executive Order No. 99-4 and all other applicable City, State and Federal laws, rules and regulations, including the Americans with Disabilities Act.
- 2.2. **Licenses.** CONTRACTOR shall maintain in current status all Federal, State and local licenses and permits required for the operation of the business conducted by the CONTRACTOR as applicable to this contract.
- 2.3. **Advertising, Publishing and Promotion of Contract.** The CONTRACTOR shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the CITY.
- 2.4. **Compliance With Applicable Laws.** CONTRACTOR shall comply with all applicable Federal, state and local laws, and with all applicable license and permit requirements.

3. ACCEPTANCE AND DOCUMENTATION: Each task shall be reviewed and approved by the Contract Administrator to determine acceptable completion.

- 3.1. **Records.** The CONTRACTOR shall retain and shall contractually require each SUBCONTRACTOR to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract.
- 3.2. **Audit.** At any time during the term of this Contract and five (5) years thereafter, the CONTRACTOR'S or any SUBCONTRACTOR'S books and records shall be subject to audit by the City to the extent that the books and records relate to the performance of the Contract or Subcontract. Upon request, the CONTRACTOR shall produce a legible copy of any or all such records.

- 3.3. **Property of CITY.** Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of CITY. CONTRACTOR is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. CONTRACTOR shall not use or release these materials without the prior written consent of CITY.
4. **PRICE:** CITY shall pay to CONTRACTOR an amount not to exceed TWO HUNDRED SIXTY-SEVEN THOUSAND Dollars (\$267,000.00) for the completion of all the work and services described herein, which sum shall include all costs or expenses incurred by CONTRACTOR.
- 4.1. **Fee Schedule:** Invoices will be prepared and submitted monthly on a percentage of completion basis by CONSULTANT for services performed, referencing finished work products and tasks in progress, to be paid by the CITY on or before the 15th day of each successive month.
- 4.2. **Taxes.** CONTRACTOR shall be solely responsible for any and all tax obligations, which may result out of the CONTRACTOR'S performance of this Agreement. The CITY shall have no obligation to pay any amounts for taxes, of any type, incurred by the CONTRACTOR.
5. **TERM:** Following execution of this Agreement by CITY, CONTRACTOR shall immediately commence work and shall complete all services described herein Seven Hundred and Thirty (730) calendar days from the date hereof.
6. **USE OF THIS CONTRACT:**
7. **CITY'S CONTRACTUAL REMEDIES:**
- 7.1. **Right to Assurance.** If the City in good faith has reason to believe that the CONTRACTOR does not intend to, or is unable to perform or continue performing under this Contract, the Contract Administrator may demand in writing that the CONTRACTOR give a written assurance of intent to perform. Failure by the CONTRACTOR to provide written assurance within the number of Days specified in the demand may, at the City's option, be the basis for terminating the Contract in addition to any other rights and remedies provided by law or this Contract.
- 7.2. **Stop Work Order.** The City may, at any time, by written order to the CONTRACTOR, require the CONTRACTOR to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the City after the order is delivered to the CONTRACTOR. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the CONTRACTOR shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
- 7.2.1 If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the CONTRACTOR shall resume work. The Contract Administrator shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- 7.3. **Non-exclusive Remedies.** The rights and the remedies of the City under this Contract are not exclusive.
- 7.4. **Nonconforming Tender.** Services and materials supplied under this Contract shall fully comply with Contract requirements and specifications. Services or materials that do not fully comply constitute a breach of contract.
- 7.5. **Right of Offset.** The City shall be entitled to offset against any sums due CONTRACTOR, any expenses or costs incurred by the City, or damages assessed by the City concerning the CONTRACTOR'S non-conforming performance or failure to perform the Contract, including expenses to complete the work and other costs and damages incurred by CITY.

8. **TERMINATION:**

- 8.1. **Termination for Convenience.** CITY reserves the right to terminate this Agreement or any part thereof for its sole convenience with thirty (30) days written notice. In the event of such termination, CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR'S compensation shall be based upon such determination and CONTRACTOR'S fee schedule included herein.
- 8.2. **Termination for Cause.** CITY may, upon written notice, terminate this Agreement for CONTRACTOR'S failure to comply with the terms of this Agreement.
- 8.3. **Cancellation for Conflict of Interest.** Pursuant to A.R.S. § 38-511, CITY may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the City is or becomes at any time while this Contract or an extension of this Contract is in effect, an employee of or a CONTRACTOR to any other party to this Contract. The cancellation shall be effective when the CONTRACTOR receives written notice of the cancellation unless the notice specifies a later time.
- 8.4. **Gratuities.** CITY may, by written notice, terminate this Contract, in whole or in part, if CITY determines that employment or a Gratuity was offered or made by CONTRACTOR or a representative of CONTRACTOR to any officer or employee of CITY for the purpose of influencing the outcome of the procurement or securing this Contract, an amendment to this Contract, or favorable treatment concerning this Contract, including the making of any determination or decision about contract performance. The CITY, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by CONTRACTOR.
- 8.5. **Suspension or Debarment.** CITY may, by written notice to the CONTRACTOR, immediately terminate this Contract if CITY determines that CONTRACTOR has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a SUBCONTRACTOR of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the CONTRACTOR is not currently suspended or debarred. If CONTRACTOR becomes suspended or debarred, CONTRACTOR shall immediately notify CITY.
- 8.6. **Continuation of Performance Through Termination.** The CONTRACTOR shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.
- 8.7. **No Waiver.** Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
9. **FORCE MAJEURE:** Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, or earthquakes.
10. **ALTERNATE DISPUTE RESOLUTION:** Notwithstanding anything to the contrary provided elsewhere in the Contract documents, the alternate dispute resolution (ADR) process provided

herein shall be the exclusive means for resolution of claims or disputes and other matters in question between the City and the CONTRACTOR arising out of, or relating to the Contract documents, interpretation of the Contract, or the performance of or the breach by any party thereto, including but not limited to, original claims or disputes asserted as cross claims, counterclaims, third party claims or claims for indemnity or subrogation, in any threatened or ongoing litigation or arbitration with third parties, if such disputes involve parties to contracts containing this ADR provision.

- 10.1. **Notice.** CONTRACTOR shall submit written notice of any claim or dispute to the Contract Administrator within thirty (30) days of the occurrence, event or disputed response from CITY for immediate resolution pursuant to these provisions. Each claim or dispute shall be submitted and resolved as it occurs and not postponed until the end of the Contract nor lumped together with other pending claims.
- 10.2. **Forfeiture.** Failure to submit a notice of any claim, dispute, or other issue within such thirty (30) days shall constitute CONTRACTOR'S forfeiture of its right to dispute the issue, raise the claim or make the request and shall also constitute CONTRACTOR'S agreement and acceptance of the CITY'S position.
- 10.3. **CITY Response.** The Contract Administrator will provide to CONTRACTOR a written response to any claim, request for clarification or dispute on or before thirty (30) days from receipt of CONTRACTOR'S written claim.
- 10.4. **Appeal.** If CONTRACTOR disagrees with the response of the Contract Administrator, within fifteen days of the date of the response by the Contract Administrator, CONTRACTOR shall file with the Contract Administrator, written notice of appeal. The Contract Administrator shall provide copies of all relevant information concerning the Contract and claim or dispute to the Assistant Management Services Director who will determine the appeal. The Assistant Management Services Director may request additional information from either party, may hold an informal informational hearing or may make the determination based on the information provided. The Assistant Management Services Director shall make a final determination of the appeal and provide written notice to CONTRACTOR within sixty (60) days from the date of CONTRACTOR'S written notice of appeal.
- 10.5. **Arbitration.** If CONTRACTOR is not satisfied with the determination of the Assistant Management Services Director, the following binding arbitration procedure shall serve as the exclusive method to resolve all unresolved disputes. If CONTRACTOR chooses not to accept the decision of the Assistant Management Services Director, CONTRACTOR shall notify the Contract Administrator in writing within ten (10) business days of receipt of the Assistant Management Services Director's decision of a request for arbitration. The CONTRACTOR shall post a cash bond with the Arbitrator in the amount of \$5,000, or a greater amount as determined by the Arbitrator, that will defray the cost of the arbitration as set forth in paragraph M, Fees and Costs, and proceeds from said bond shall be allocated in accordance with said paragraph by the Arbitrator.
 - 10.5.1. **Arbitration Panel:** The Arbitration Panel shall consist of the arbitrators selected by the parties involved in the dispute, (i.e., CITY will select one arbitrator, CONTRACTOR will select one arbitrator, and any other CONTRACTOR who has a contract with the CITY which contains this ADR provision and is a party to the same dispute will also select an arbitrator), and the foregoing arbitrators shall select a neutral Arbitrator who will hear the matter and make a final determination, as set forth herein.
 - 10.5.2. **Expedited Hearing:** The parties have structured this procedure with the goal of providing for the prompt and efficient resolution of all disputes falling within the purview of this ADR process. To that end, any party can petition the Arbitrator to set an expedited hearing if circumstances justify it. The Arbitrator shall contact the parties and schedule the arbitration at the earliest possible

date. In any event, the hearing of any dispute not expedited will commence as soon as practical, but in no event later than sixty (60) days after notification of request for arbitration having been submitted. This deadline can be extended only with the consent of all the parties to the dispute, or by decision of the Arbitrator upon a showing of emergency circumstances.

- 10.5.3. **Procedure:** The Arbitrator shall conduct the hearing that will resolve disputes in a prompt, cost efficient manner giving due regard to the rights of all parties. Each party shall supply to the Arbitrator a written pre-hearing statement, which shall contain a brief statement of the nature of the claim or defense, a list of witnesses and exhibits, a brief description of the subject matter of the testimony of each witness who will be called to testify, and an estimate as to the length of time that will be required for the arbitration hearing. The Arbitrator shall determine the nature and scope of discovery, if any, and the manner of presentation of relevant evidence consistent with the deadlines provided herein, and the parties' objective that disputes be resolved in a prompt and efficient manner. No discovery may be had of privileged materials or information. The Arbitrator, upon proper application, shall issue such orders as may be necessary and permissible under law to protect confidential, proprietary, or sensitive materials or information from public disclosure or other misuse. Any party may make application to the Maricopa County Superior Court to have a protective order entered as may be appropriate to conform to such orders of the Arbitrator.
- 10.5.4. **Hearing Days:** To effectuate the parties' goals, the hearing once commenced, will proceed from business day to business day until concluded, absent a showing of emergency circumstances.
- 10.5.5. **Award:** The Arbitrator shall within ten (10) days from the conclusion of any hearing issue its award. The award shall include an allocation of fees and costs pursuant to the Binding Arbitration Procedure paragraph herein. Any award providing for deferred payment shall include interest at the rate of ten (10%) percent per annum. The award is to be rendered in accordance with the Contract and the laws of the State of Arizona.
- 10.5.6. **Scope of Award:** The Arbitrator shall be without authority to award punitive damages, and any such punitive damage award shall be void. The Arbitrator shall also be without authority to issue an award against any individual party in excess of \$500,000, exclusive of interest, arbitration fees, costs, and attorney's fees. If an award is made against any individual party in excess of \$50,000, exclusive of interest, arbitration fees, costs and attorneys' fees, it must be supported by written findings of fact, conclusions of law and statement as to how damages were calculated.
- 10.5.7. **Jurisdiction:** The Arbitrator shall not be bound for jurisdictional purposes by the amount asserted in any party's claim, but shall conduct a preliminary hearing into the question of jurisdiction upon application of any party at the earliest convenient time, but not later than the commencement of the arbitration hearing.
- 10.5.8. **Entry of Judgment:** Any party can make application to the Maricopa County Superior Court for confirmation of any award and for entry of judgment on it.
- 10.5.9. **Severance and Joinder:** To reduce the possibility of inconsistent adjudications, the Arbitrator, may at the request of any party, join and/or sever parties, and/or claims arising under other contracts containing this ADR provision, and the Arbitrator may, on his own authority, join or sever parties and/or claims subject to this ADR process as they deem necessary for a just resolution of the dispute, consistent with the parties' goal of the prompt and efficient resolution of disputes. Nothing herein shall create the right by any party to assert claims against another party not recognized under the substantive law applicable to the dispute. The Arbitrator is not authorized to join to the proceeding parties not in privity with the CITY.
- 10.5.10. **Appeal:** Any party may appeal errors of law by the Arbitrator if, but only if, the errors arise in an award in excess of \$100,000; the exercise by the Arbitrator of any powers contrary to or inconsistent with the Contract; or any of the grounds provided in A.R.S. 12-1512. Appeals shall be to the Maricopa County Superior Court within fifteen (15) days of entry of the award. The standard of review in such cases shall be that applicable to the consideration of a motion for

judgment notwithstanding the verdict, and the Maricopa County Superior Court shall have the authority to confirm, vacate, modify or remand an award appealed under this section.

- 10.5.11. **Uniform Arbitration Act:** Except as otherwise provided herein, binding arbitration pursued under this provision shall be governed by the Uniform Arbitration Act as enacted in Arizona in A.R.S. 12-1501, et. seq.
- 10.5.12. **Fees and Costs:** Each party shall bear its own fees and costs in connection with any informal hearing before the Assistant Management Services Director. All fees and costs associated with any arbitration before the Arbitrator, including without limitation, the Arbitrator's fees, the prevailing party's attorneys' fees, expert witness fees and costs, will be paid by the nonprevailing party, except as provided for herein. The determination of prevailing and nonprevailing parties, and the appropriate allocation of fees and costs, will be included in the award by the Arbitrator.
- 10.5.13. **Equitable Litigation:** Notwithstanding any other provision of ADR to the contrary, any party may petition the Maricopa County Superior Court for interim equitable relief as necessary to preserve the status quo and prevent immediate and irreparable harm to a party or to ongoing work pending resolution of a dispute pursuant to ADR provided for herein. No court may order any permanent injunctive relief except as may be necessary to enforce an order or award entered by the Arbitrator. The fees and costs incurred in connection with any such equitable proceeding shall be determined and assessed in ADR.

11. **INDEMNIFICATION:** To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless the City of Chandler, its Mayor and Council, appointed boards and commissions, officials, officers, employees individually and collectively; from and against all losses, claims, suits, actions, payments and judgments, demands, expenses, damages, including consequential damages and loss of productivity, attorney's fees, defense costs, or actions of any kind and nature relating to, arising out of, or alleged to have resulted from CONTRACTOR'S work or services. CONTRACTOR'S duty to defend, hold harmless and indemnify the City of Chandler, its Mayor and Council, appointed boards and commissions, officials, officers, employees shall arise in connection with any claim or amounts arising or recovered under Worker Compensation Laws, damage, loss or expenses relating to, arising out of or alleged to have resulted from any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of CONTRACTOR, anyone directly or indirectly employed by them or anyone for whose acts CONTRACTOR may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including the City of Chandler. IT IS THE INTENTION OF THE PARTIES to this contract that the City of Chandler, its Mayor and Council, appointed boards and commissions, officials, officers, employees, individually and collectively, are to be indemnified against their own negligence unless and except their negligence is found to be the sole cause of the injury to persons or damages to property. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

12. **INSURANCE:**

12.1. **Insurance Representations and Requirements:**

12.1.1 CONTRACTOR, at its own expense, shall purchase and maintain insurance of the types and amounts required in this section, with companies possessing a current A.M. Best, Inc. rating of B++6, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to CITY.

12.1.2 Policies written on a "Claims made" basis are not acceptable without written permission from the City's Risk Manager.

- 12.1.3 All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of CITY, constitute a material breach of this Agreement and may result in termination of this contract.
- 12.1.4 If any of the insurance policies are not renewed prior to expiration, payments to the CONTRACTOR may be withheld until these requirements have been met, or at the option of the City, the City may pay the Renewal Premium and withhold such payments from any monies due the CONTRACTOR.
- 12.1.5 All insurance policies, except Workers' Compensation required by this Agreement, and self-insured retention or deductible portions, shall name, to the fullest extent permitted by law for claims arising out of the performance of this contract, the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insureds.
- 12.1.6 CONTRACTOR'S insurance shall be primary insurance over any insurance available to the CITY and as to any claims resulting from this contract, it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.
- 12.1.7 The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against CITY, its agents, representatives, officers, directors, officials and employees for any claims arising out of CONTRACTOR'S acts, errors, mistakes, omissions, work or service.
- 12.1.8 The insurance policies may provide coverage, which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall be assumed by and be for the account of, and at the sole risk of CONTRACTOR. CONTRACTOR shall be solely responsible for the deductible and/or self-insured retention. The amounts of any self-insured retentions shall be noted on the Certificate of Insurance. CITY, at its option, may require CONTRACTOR to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit. Self-insured retentions (SIR) in excess of \$25,000 will only be accepted with the permission of the Management Services Director/Designee.
- 12.1.9 All policies and certificates shall contain an endorsement providing that the coverage afforded under such policies shall not be reduced, canceled or allowed to expire until at least thirty (30) days prior written notice has been given to CITY.
- 12.1.10 Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the CONTRACTOR with reasonable promptness in accordance with the CONTRACTOR'S information and belief.
- 12.1.11 In the event that claims in excess of the insured amounts provided herein, are filed by reason of any operations under this contract, the amount of excess of such claims, or any portion thereof, may be withheld from payment due or to become due the CONTRACTOR until such time as the CONTRACTOR shall furnish such additional security covering such claims as may be determined by the CITY.

12.2. **Proof of Insurance – Certificates of Insurance**

- 12.2.1 Prior to commencing work or services under this Agreement, CONTRACTOR shall furnish to CITY Certificates of Insurance, issued by CONTRACTOR'S insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Agreement are in full force and effect and obtain from the City's Risk Management Division approval of such Certificates.

- 12.2.2 If a policy does expire during the life of this Agreement, a renewal certificate must be sent to the City of Chandler five (5) days prior to the expiration date.
- 12.2.3 All Certificates of Insurance shall identify the policies in effect on behalf of CONTRACTOR, their policy period(s), and limits of liability. Each Certificate shall include the job site and project number and title. Coverage shown on the Certificate of Insurance must coincide with the requirements in the text of the contract documents. Information required to be on the certificate of Insurance may be typed on the reverse of the Certificate and countersigned by an authorized representative of the insurance company.
- 12.2.4 REQUIRED CITY reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. CITY shall not be obligated, however, to review same or to advise CONTRACTOR of any deficiencies in such policies and endorsements, and such receipt shall not relieve CONTRACTOR from, or be deemed a waiver of CITY'S right to insist on, strict fulfillment of CONTRACTOR'S obligations under this Agreement.
- 12.3. **Coverage**
- 12.3.1 Such insurance shall protect CONTRACTOR from claims set forth below which may arise out of or result from the operations of CONTRACTOR under this Contract and for which CONTRACTOR may be legally liable, whether such operations be by the CONTRACTOR or by a SUBCONTRACTOR by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Coverage under the policy will be at least as broad as Insurance Services Office, Inc., policy form CG00011093 or equivalent thereof, including but not limited to severability of interest and waiver of subrogation clauses.
- 12.3.2 Claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
- 12.3.3 Claims for damages because of bodily injury, occupational sickness or disease, or death of the CONTRACTOR'S employees;
- 12.3.4 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the CONTRACTOR'S employees;
- 12.3.5 Claims for damages insured by usual personal injury liability coverage;
- 12.3.6 Claims for damages, other than to Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- 12.3.7 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; Coverage will be at least as broad as Insurance Service Office, Inc., coverage Code "I" "any auto" policy form CA00011293 or equivalent thereof.
- 12.3.8 Claims for bodily injury or property damage arising out of completed operations;
- 12.3.9 Claims involving contractual liability insurance applicable to the CONTRACTOR'S obligations under the Indemnification Agreement;
- 12.3.10 Claims for injury or damages in connection with one's professional services;
- 12.3.11 Claims involving construction projects while they are in progress. Such insurance shall include coverage for loading and off loading hazards. If any hazardous material, as defined by any local, state or federal authorities are to be transported, MCS 90 endorsement shall be included.

12.4. Commercial General Liability - Minimum Coverage Limits.

The Commercial General Liability insurance required herein shall be written for not less than \$500,000 limits of liability or ten percent (10%) of the Contract Price, whichever coverage is greater. Any combination between general liability and excess general liability alone amounting to a minimum of \$1,000,000 per occurrence (or 10% per occurrence) and an aggregate of \$2,000,000 (or 20% whichever is greater) in coverage will be acceptable. The Commercial General Liability additional insured endorsement shall be as broad as the Insurance Services, Inc's (ISO) Additional Insured, Form B, CG 20101001, and shall include coverage for CONTRACTOR'S operations and products, and completed operations.

12.5. General Liability - Minimum Coverage Limits

The General Liability insurance required herein, including, Comprehensive Form, Premises-Operations, Explosion and Collapse, Underground Hazard, Products/Completed Operations, Contractual Insurance, Broad Form Property Damage, Independent CONTRACTORS, and Personal Injury shall be written for Bodily Injury and Property Damage Combined shall be written for not less than 1,000,000 or 10% of the contract cost and with a \$2,000,000 aggregate.

12.6. Automobile Liability

CONTRACTOR shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any owned, hired, and non-owned vehicles assigned to or used in performance of the CONTRACTOR'S work. Coverage shall be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof).

12.7. Worker's Compensation and Employer's Liability

CONTRACTOR shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over CONTRACTOR'S employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease coverage for each employee, and \$1,000,000 disease policy limit.

In case any work is subcontracted, CONTRACTOR will require the SUBCONTRACTOR to provide Workers' Compensation and Employer's Liability to at least the same extent as required of CONTRACTOR.

13. 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 the CITY	
Contract Administrator:	General Plan Coordinator
Contact:	David De La Torre
Mailing Address:	PO Box 4008 – MS 105
Physical Address:	215 E Buffalo Ste 103
City, State, Zip	Chandler AZ 85244
Phone:	480-782-3059
FAX:	480-782-3075

In the case of the CONTRACTOR	
Firm Name:	Community Sciences Corporation
Contact:	Richard F. Counts
Address:	3900 E. Camelback RD. Suite 403
City, State, Zip	Phoenix, AZ 85018
Phone:	602-955- 7097
FAX:	602—955-7169
CELL:	602-618-1891

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.

14. CONFLICT OF INTEREST:

- 14.1. **No Kickback.** 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 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 CONTRACTOR'S proposal to the CITY.
- 14.2. **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 CONTRACTOR to any other party to the Agreement with respect to the subject matter of the Agreement. The cancellation shall be effective when written notice from CITY is received by all other parties, unless the notice specifies a later time (A.R.S. §38-511).
- 14.3. **No Conflict:** CONTRACTOR 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.

15. GENERAL TERMS:

- 15.1. **Entire Agreement.** This Agreement, including Exhibits A and B attached hereto, 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 of each party.
- 15.2. **Arizona Law.** This Agreement shall be governed and interpreted according to the laws of the State of Arizona.
- 15.3. **Assignment:** Services covered by this Agreement shall not be assigned in whole or in part without the prior written consent of the CITY.
- 15.4. **Amendments.** The Contract may be modified only through a written Contract Amendment executed by authorized persons for both parties. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the City in writing or made unilaterally by the CONTRACTOR are violations of the Contract. Any such changes, including unauthorized written Contract Amendments shall be void and without effect, and the CONTRACTOR shall not be entitled to any claim under this Contract based on such changes.
- 15.5. **Independent CONTRACTOR.** The CONTRACTOR under this Contract is an independent CONTRACTOR. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 15.6. **No Parole Evidence.** This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

15.7. **Authority:** Each party hereby warrants and represents that it has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of each has been properly authorized and empowered to enter this Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names to this day of _____ 2007.

FOR THE CITY OF CHANDLER

MAYOR

ATTEST:

City Clerk

Approved as to form:

City Attorney

SEAL

FOR THE CONTRACTOR

By: 
Signature

ATTEST: If Corporation


Secretary

EXHIBIT "A" SCOPE OF WORK

CONTRACTOR shall gather information and receive input from the citizens' committee, City staff, and the public at large to prepare and produce the General Plan document. The Plan will include all fifteen (15) elements as required by State Statutes for municipal general plans, through four phases, each with multiple Tasks. Public Process, Technical Coordination and Plan Components phases take place concurrently. A fourth stage, Post Adoption, provides continuing information for voters' response to the General Plan.

I. PUBLIC PROCESS

The Public Participation Program, prepared for City Council approval, describes an open, inclusionary role for Chandler citizens throughout the General Plan Update project. Approximately 50 meetings are envisioned.

Task 1. Citizen Participation

Process participants and Advisors provide input, review and evaluation guidance.

A. Planning Events

Consultants and Advisors conduct four or more major planning events in the community. Example workshop, open house or briefing sessions could include:

- 1) *Build-Out and Beyond Goals/Vision Workshop*
- 2) *Study Findings and Evaluations Open House*
- 3) *Plan Components Workshop (Draft Plan)*
- 4) *General Plan Presentation Briefing*

B. Neighborhood Organization

Planning activities address the objectives of sub-areas in Chandler.

- 1) *RNO Contacts* -- conduct three or more community meeting(s) -- plus possible follow-up -- for representatives from Homeowners' Associations, neighborhood groups.
- 2) *Roles in Plan Hierarchy* -- General Plan, Area Plans, neighborhood planning. Meetings (four or five) in Redevelopment Area Plans.

C. Stakeholders

Build-out implications and/or demographic trends that may affect Chandler planning policy require discussion with interest groups, such as:

- 1) *Institutions/Service Providers* -- considering changing demand.
- 2) *Development Community* -- defining development quality expectations (e.g., multihousing, homebuilders, Chamber of Commerce).
- 3) *Redevelopment Area/Area Plans* -- meeting in targeted sub-areas (four-six meetings).

Task 2. Advisory Committees

Interaction with the Citizens' Advisory Committee (CAC) and Technical Advisory Committee (TAC) constitutes essential project monitoring. City and Consultant Project Managers maintain close communication.

A. Citizen Advisors

Appointed by the City, Citizens' Advisory Committee members serve a "sounding board" function throughout the Update process (fifteen to twenty meetings).

- 1) *Monthly Review Meetings* -- establishing project reporting continuity.
- 2) *Study Oversight* -- assisting in findings evaluation, recommendations for Housing, Redevelopment, Neighborhoods.

B. Technical Advisors

Representatives from City departments, public agencies, private utility providers and others confer regularly with General Plan process planners.

- 1) *Meetings* -- convening as needed (estimate five to ten sessions) as full TAC or subcommittees.

- 2) *Technical Coordination Input* -- providing information and Element/Implementation Program assessments.
 - 3) *Parallel Plans/Studies* -- relating progress toward functional master plans, other consultants' studies (e.g., water/wastewater).
- C. Project Coordination
Working with City project managers, Consultants supply continuous General Plan Update status reporting.
- 1) *Communication* -- exchanging ideas, information on a daily basis as needed.
 - 2) *Process Management* -- collaborating on schedules, deliverables formats, public process meetings and CSC monthly reporting.

Task 3. City Council/Planning Commission Briefings

Consultants periodically update Plan progress to City Council and Commission members.

- A. Work Study Sessions
Reporting to Council and/or Planning Commission (four meetings). Informational appearances by consultants include question/answer opportunities.
- B. Formal Agendas
Project status summary presentations, as scheduled.

Task 4. Public Hearings

- A. Planning Commission
 - 1) *Statutory Review Commentary* -- outlining comments received.
 - 2) *General Plan Hearings* -- two presentations of the final document, two different locations.
- B. City Council
 - 1) *Planning Commission Recommendations* -- including Commission-directed refinements.
 - 2) *General Plan Hearing* -- presenting final document.
 - 3) *Council Revisions* -- incorporating amendments by Council, if any.

II. TECHNICAL COORDINATION

Information and assistance are obtained from TAC representatives, available literature, accessible electronic files and additional resources.

Task 1. Base Data

Process "starting point" data are confirmed with Advisors, other sources.

- A. Build-out Projections
Current and anticipated development intensity/timing are documented.
 - 1) *Existing Conditions* -- determining developed and potential developing/redeveloping areas.
 - 2) *Build-Out and Beyond Forecasts* -- reviewing population, economic and development absorption projections.
 - 3) *Alternative Scenarios* -- calibrating different growth rates.
- B. Demographics
TAC/consultants verify population and socio-economic data.
 - 1) *Current Demographic Data* -- extrapolating 2007-08 estimates.
 - 2) *Future Expectations* -- considering trends, metro area positioning.
- C. Updating Information
Local technical commentators provide observations or documentation about changes in Plan Elements' status since the current Plan was adopted.
 - 1) *Physical Conditions* -- noting growth effects.
 - 2) *Policy Considerations* -- acknowledging alterations in City approach.
- D. Study Requirements
Local expertise improves consultants' understanding of emphasized Plan components:
 - 1) *Housing Affordability* -- obtaining real estate market insights.
 - 2) *Redevelopment Areas* -- reviewing boundaries as well as recent Redevelopment Plan Update, South Arizona Avenue Study.
 - 3) *Neighborhood Planning* -- coordinating with Neighborhood Programs, RNO.

Task 2. Graphics

City cartography (e.g., GIS) will be utilized, among other available, visual resources, in adapting attractive, understandable illustrations for the General Plan.

A. Exhibits

Visual tools are created for various meetings.

- 1) *Workshop Materials* -- preparing handout materials.
- 2) *Display Boards* -- providing chart pads, graphics for "hands-on" workshop use.
- 3) *PowerPoint* -- supporting public presentations.

B. Map/Visual Information Package

Cartographic, tabular and photographic samples are formatted to the General Plan document.

- 1) *"Build-Out" Map* -- illustrating Chandler's key General Plan directions.
- 2) *Additional Plan Graphics* -- supplying illustrations for Elements, as needed.
- 3) *Graphic Scale* -- sizing visual materials.

Task 3. Evaluation

Advisory Committee members (TAC, CAC) participate in rating alternative approaches applied to Chandler's previously-established Build-Out Model.

A. Apply Model

Multiple options, such as sub-area boundary designation or land use absorption ratios, lend themselves to methodical evaluation.

- 1) *Assessment Categories* -- establishing factors to be evaluated.
- 2) *Variables* -- identifying factors affecting selection feasibility.

B. Results Testing

Evaluations are reviewed to assure logical, pertinent rankings.

- 1) *Review Preliminary Assessments* -- comparing measured results.
- 2) *Reality Check* -- obtaining CAC, TAC reactions.
- 3) *Adjustment* -- retesting with Model as necessary.

Task 4. Plan Organization

This Task addresses overall document formatting before component drafting begins. Consultants prepare mock-up General Plan outline for discussion with CAC, TAC.

A. Introductory Sections

General Plan Update background information serves as prelude.

- 1) *"Build-Out" Emphasis* -- describing the unique theme of this Update.
- 2) *General Plan Vision/Goals* -- reporting public workshop input.
- 3) *Explanatory Subsections* -- including "How to Use this Plan", amendment criteria, public participation process.

B. Study Incorporation

The major "Build-out" studies act as Update keynotes:

- 1) *Housing and Affordability* -- maintaining residential values.
- 2) *Redevelopment Areas* -- revisiting, redefining redevelopment.
- 3) *Neighborhood Planning* -- organizing sub-area citizen planning participation.

C. Elements

Remaining General Plan Elements' arrangement is established.

- 1) *Order* -- eliciting preferred Element sequence.
- 2) *Cross-Referencing* -- identifying Plan components, such as the Land Use Element, that relate to others; eliminating recommendations conflicts.

D. Implementation Program

Multiple implementation methodologies provide a framework for follow-through on General Plan recommendations.

- 1) *Action Plan* -- phasing step-by-step responses.
- 2) *Absorption* -- keeping Build-Out records.
- 3) *Monitoring* -- recommending measurements for checking implementation successes.

Task 5. Plan Drafts

The updated General Plan evolves through a series of document deliverables; provided in hard copy and electronic form.

- A. Working Draft -- producing a General Plan Update Draft (including preliminary Housing, Neighborhoods, Redevelopment Area studies) for public review at workshop/open house, Autumn 2007.
- B. Review Draft -- disseminating a revised draft document, incorporating public and advisory group suggestions for 60-day statutory review, Fourth Quarter 2007.
- C. Presentation Document/Final Draft -- preparing final General Plan Draft, completed early 2008 for subsequent Public Hearings.

III. PLAN COMPONENTS

This Phase, in five Tasks, covers the three levels of Plan drafting noted in II, Task 5, above. Consultants apply data, formatting arrangements and production schedules outlined in Phase II to flesh out the Chandler General Plan Update.

Task 1. Housing and Affordability Study

A. Chandler Housing Inventory

The study considers where the residential market is and where it is headed.

- 1) *Survey Existing Data* -- recording housing stock information.
- 2) *Trends* -- researching types, price ranges in Chandler, metro area.
- 3) *Residential Scenarios* -- alternative utilization of existing, vacant residential land.

B. Value/Affordability Assessment

Research establishes Chandler's relative positioning in the regional housing market.

- 1) *Comparative Analysis* -- matching housing price to Chandler household incomes, metro communities.
- 2) *Affirmative Factors* -- findings include quality of life, transportation convenience/cost, wage scale of Chandler jobs, as well as other factors related to housing location.

C. Needs Determination

Addressing local residential choice identifies gaps in serving some would-be residents.

- 1) *Workforce Housing* -- enhancing ability for ownership.
- 2) *First-Time Homebuyers* -- assistance programs.
- 3) *Special Needs Populations* -- available options.
- 4) *Rental Opportunities* -- demand vs. supply.

D. Housing Strategies

Recommendations for City selectivity in housing production could include:

- 1) *Incentive Programs* -- establishing practice private/public solutions.
- 2) *Target Housing Types/Locations* -- indicating prime residential sites.
- 3) *Redevelopment Densification* -- yielding more dwellings where infrastructure capacity exists.

Task 2. Redevelopment Element Update

Successful neighborhood revitalization, recent studies, and changes in land use demand call for tactical area rehabilitation planning.

A. Review Redevelopment Efforts

Consider locations with high potential for enhancement.

- 1) *Area Boundaries* -- adjusting to recognize changes of conditions.
- 2) *Designation Criteria* -- defining redevelopment in "build-out" terms.
- 3) *Reuse Options* -- suggesting different use and development intensity mixes.

B. Compatibility Coordination

The Element should provide "how to" directions for improvement.

- 1) *Community Appearance* -- providing sample architectural design guidelines, signage packages, landscaping themes.
- 2) *Shared Facilities/Amenities* -- recommending enhancements ranging from parking to open space.
- 3) *Adjacent Neighborhoods* -- considering age/condition, socio-economics, character.

C. Target Areas

Expansion or reduction of existing Redevelopment Area together with new candidate locations may be determined from public input.

- 1) *Core Areas* -- locating key streets or block faces.

- 2) *Edges* -- determining peripheral area treatments.

Task 3. Neighborhood Planning Element

Approaching build-out, the City of Chandler anticipates heightened sensitivity and interest from residents and businesspeople at the neighborhood level.

A. Recognition

This Study considers the stages in neighborhood cycles to determine applicability of strengthening or remedial planning techniques.

- 1) *Identification* -- determining "natural" neighborhood boundaries.
- 2) *Representation* -- organizing citizen input
- 3) *Prescriptive Planning* -- developing a localized self-help planning formula adaptable to different stages of neighborhood maturation.

B. Neighborhood Planning Process

Recommendations should create a grassroots level entry into the City's build-out planning strategy while recognizing the global perspective of Build-Out and Beyond.

- 1) *Plan Relationships* -- General Plan, Area Plans, Neighborhood Plans (See I., Task 1-B-2).
- 2) *Neighborhood Services* -- coordinating with other City departments to address localized issues, problems, potentials proactively.

Task 4. Element Integration

The current General Plan's Elements, including all those required by statute, need rewriting -- minor edits to some, extensive revisions to others. Each Element should be tuned to the City's "Build-Out and Beyond" approach entailing selective, quality development.

A. Revisit Previous Elements

Current adopted General Plan subject areas would be blended into the City's new planning directions.

- 1) *Updating* -- seeking new data, City policy and community changes to include.
- 2) *Format* -- adapting Elements to preferred General Plan Update organization (See II-Task 4).

B. "Build-Out/Beyond" Keys

Former components are to be freshened by containing specific references to Build-Out and to the three, major updating research studies.

- 1) *Impact* -- stating the revised role of each Element, such as Public Facilities or Growth Areas, as a result of the City's more deliberate development strategy
- 2) *Contribution* -- revising Goals and Objectives to orient the Element toward build-out, neighborhood aging cycles and redevelopment.

C. Study Correlation

Previously-adopted Elements should be attuned to the new emphasis studies: Housing, Redevelopment, Neighborhoods.

- 1) *Citations* -- cross-referencing Element narrative to Housing, Neighborhoods, Redevelopment when appropriate.
- 2) *Common Implementation Actions* -- calling out shared Element objectives in recommended action steps.

Task 5. Implementation Program

As noted in Phase II, Task 4-D, Implementation includes multiple follow-through techniques, including:

A. Phased Action Steps

Recommended Plan implementation activities address sequential time periods, such as (to be reviewed):

- 1) *Short-Term* -- years 1-3
- 2) *Mid-Term* -- years 4-6
- 3) *Long-Term* -- years 7-10+

B. Monitoring

Factors affecting General Plan implementation require regular summary reporting.

- 1) *Development Activity*-- preparing quarterly data.
- 2) *Facility Investment* -- noting private, development fees, CIP and other expenditures.
- 3) *Success Measures* -- evaluating Action Step and other accomplishments.

C. Land Use Guidance Techniques

Approaches for expediting or facilitating implementation objectives may advocate a range of requirements or informal collaboration.

- 1) *Regulatory Relief* -- enacting ordinance-based incentives.
- 2) *Process Improvements* -- possibly including Neighborhood Planning coordination.
- 3) *Expectation Guidelines* -- articulating ways development projects may best fit build-out strategies.

IV. POST ADOPTION

Consultants continue to assist the City in preparing the Plan for submission to voters. Specific roles are to be arranged; however, activity could include:

Task 1. Public Education

Coordinating with the City Attorney and City Clerk as well as the Planning and Development Department, consultants assist with continuing planning process momentum.

A. Brochure(s)

Informational literature summarizes the General Plan Update for Chandler voters.

- 1) *General Plan Purpose* -- describing State requirements and advantages.
- 2) *Content* -- explaining coordinated Plan Elements.
- 3) *New Directions* -- referring to City build-out strategy.
- 4) *Executive Summary* -- providing greater detail for professionals, stakeholders, community leaders involved in planning and development.

B. Website

Electronic accessibility allows citizens to obtain in-depth view of entire General Plan document.

- 1) *General Plan Overview* -- providing Plan highlights.
- 2) *Adopted Plan* -- depicting the full document.
- 3) *Commentary* -- adding reference to the planning process and related publications.

C. Presentations

As deemed appropriate, consultants may assist/participate in General Plan presentations.

- 1) *Media*.
- 2) *Civic Groups*.
- 3) *Schools*.

Task 2. Community Support

To the extent permissible according to the City Attorney, consultants assist citizens in developing support for the General Plan ballot proposition.

A. Organization

Assistance would be provided to private citizens dedicated to promoting General Plan passage.

- 1) *Endorsement* -- listing groups, businesses, individuals who support the Plan.
- 2) *Publicity* -- scheduling events, mailings, advertisements for dissemination of Plan-related information.
- 3) *Testimony* -- encouraging positive citizen media commentary.

B. Plan Achievement Examples

Early General Plan accomplishments may be cited to show the value of build-out strategy planning.

- 1) *Record Keeping* -- reporting initial data collection.
- 2) *Policy Directions* -- mentioning Plan-responsive community initiatives, such as neighborhood plans.
- 3) *Improvement Priorities* -- indicating coordinated programs for capital investment.
- 4) *Decision Guidance* -- exemplifying City leadership and staff reference to General Plan principles in regard to development applications.

EXHIBIT B

CHANDLER GENERAL PLAN UPDATE
ESTIMATED HOURS BY PHASE/TASK

	CSC Hours	Willdan Hours	Total Hours
I. <u>PUBLIC PROCESS</u>			
1. Citizen Participation	200	200	400
2. Advisory Committee	60	40	100
3. City Council Briefings	24	16	40
4. Public Hearings	40	24	64
	324	280	604
II. <u>TECHNICAL COORDINATION</u>			
1. Base Data	48	32	80
2. Graphics	24	104	128
3. Evaluation	48	16	64
4. Plan Organization	28	8	36
5. Plan Drafts	80	40	120
	228	200	428
III. <u>PLAN COMPONENTS</u>			
1. Housing and Affordability Study	196	64	260
2. Redevelopment Element Update	124	60	184
3. Neighborhood Planning Element	160	124	284
4. Element Integration	180	72	252
5. Implementation Program	120	60	180
	780	380	1,160
IV. <u>POST ADOPTION</u>			
1. Public Information	40	24	64
2. General Plan Progress	40	16	56
	80	40	120
TOTAL PROJECT HOURS	1,412	900	2,312

Hourly rate \$115.49 per hour



Exhibit C
City of Chandler
GENERAL PLAN UPDATE TIME LINE

TASKS

I. PUBLIC PROCESS

- 1. Citizen Participation
- 2. Advisory Committee (GPAC)
- 3. City Council/Commission Briefings
- 4. Public Hearings

II. TECHNICAL COORDINATION

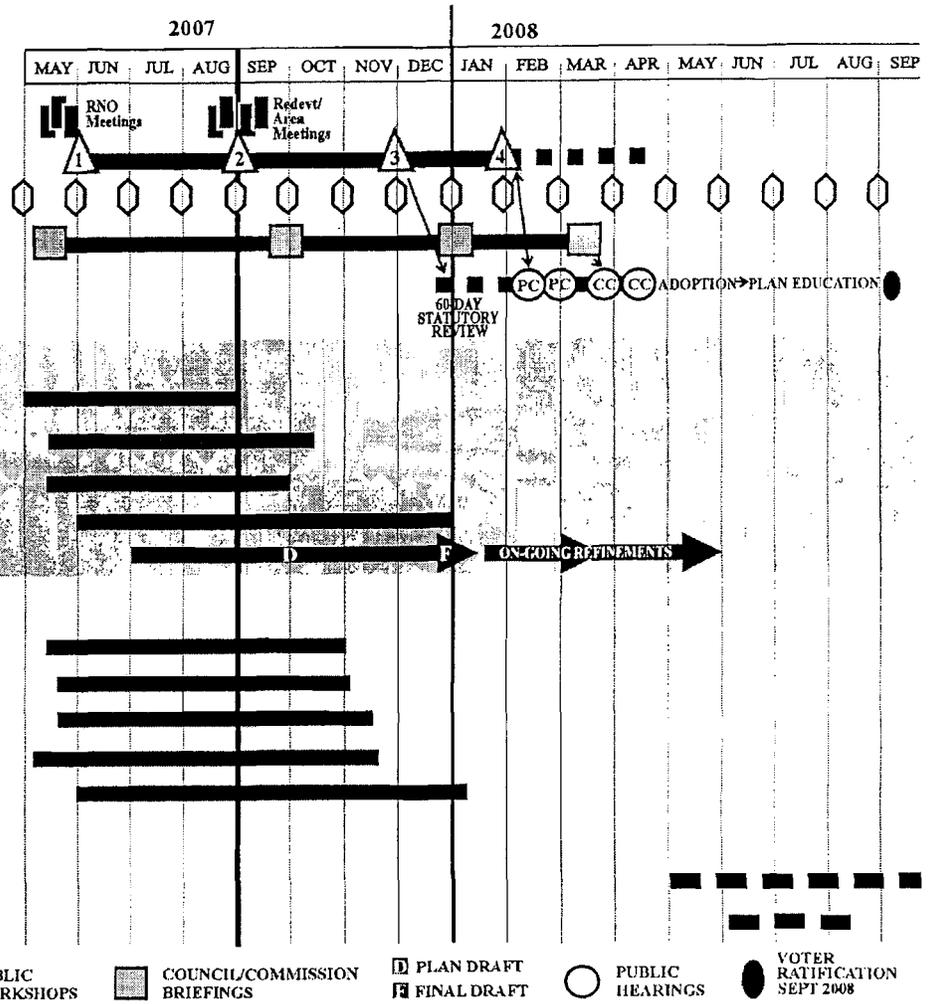
- 1. Base Data
- 2. Graphics
- 3. Evaluation
- 4. Plan Organization
- 5. Plan Drafts

III. PLAN COMPONENTS

- 1. Housing & Affordability Study
- 2. Redevelopment Element Update
- 3. Neighborhood Planning Element
- 4. Element Integration
- 5. Implementation Program

IV. POST ADOPTION

- 1. Public Information
- 2. General Plan Progress



Seven Hundred and Thirty (730) calendar days from the date hereof.