



# PROPOSAL

## PROFESSIONAL SERVICES RFP#21014

# CITY-WIDE HOUSING STUDY

### TABLE OF CONTENTS

02	Letter of Submission
03	Project Summary & Understanding
04	Qualifications & Experience
09	Similar Experience and References
10	Outline of Services / Scope Of Work
15	Cost of Services

### Appendix

Proposal Form  
Contract

PREPARED FOR  
**City of Independence**

April 30, 2021

April 30, 2021

Procurement Division  
City of Independence, Missouri  
P.O. Box 1019  
111 E. Maple  
Independence, Missouri 64051-0519

*via Public Purchase*

Re: Proposal for Housing Study and Needs Analysis (RFP #21014)

Dear Selection Committee:

Development Strategies is pleased to submit our proposal to prepare a housing study and needs analysis for Independence. We have extensive experience in preparing such studies, including recent work in the Omaha (NE)-Council Bluffs (IA) region, Pottawattamie County (IA), Topeka (KS), Tulsa (OK), and Columbus (OH). As with all of our projects, we take a holistic approach that focuses on the unique characteristics of each community, and provide analysis and strategies that best leverage regional assets and opportunities.

We understand that this study will provide the City of Independence and its partners an in-depth understanding of current and future demand for different housing types at different price points, as well as the specific housing needs for special needs populations. Particular focus will be given to affordable housing, current housing conditions, and future housing needs across the spectrum of affordability and type. This information will be useful to county officials and their partners working on the wide range of housing issues, as well as developers considering housing projects in the area.

Through our recent and varied housing work, we have explored housing markets ranging in scale, including neighborhoods, downtowns, cities, counties, and regions. This has afforded us numerous opportunities to talk with neighborhood leaders, lenders, small and large developers, regulators, philanthropic organizations, and service providers, all working toward equitable and sustainable housing solutions. We bring a deep understanding of the interplay between economy, development feasibility, and housing affordability.

Our team seamlessly blends expertise in housing policy and programs, development feasibility, land use regulation, and economic development, to provide a well-rounded understanding of the housing challenges and opportunities facing Independence. Our broad experience in housing market research and analysis, property valuation, strategic planning, GIS analysis, and community development will stimulate thought and facilitate discussion with local leaders and stakeholders.

With on-the-ground market experience in Independence, housing experience in slow-growth (Topeka, KS), emerging (Tulsa, OK) and dynamic (Omaha, NE) markets, and a varied and integrated team of experts, Development Strategies offers well-rounded housing expertise. We are confident that our team will provide the city the study and analysis it needs to shape specific housing priorities, policy alternatives, and intervention strategies for years to come.

Respectfully submitted on behalf of  
DEVELOPMENT STRATEGIES, INC.



Justin Carney, AICP  
Principal  
jcarney@development-strategies.com



Andy Pfister, AICP  
Senior Associate  
apfister@development-strategies.com

## PROJECT SUMMARY & UNDERSTANDING

---

National demographics are changing rapidly. Over the next 10 to 15 years, communities will find themselves with more seniors, more singles, and fewer families with children. This will dramatically change the types of housing products that are in demand.

Additionally, residential lifestyle preferences are changing. For instance, the most rapidly-appreciating property values are found in historic and/or walkable communities. Such places are a vital part of cities' economic development strategies.

Likewise, our economy continues to undergo a significant transition. Affluent and upper middle class households have experienced a significant increase in buying power, while the buying power of the middle class has been stagnant. As a result, a large share of housing that was targeted by the middle class in prior generations is becoming obsolete and unaffordable to maintain by low- and moderate-income households—or by landlords whose tenants have not experienced wage growth that keeps up with the cost of living.

We are also living through historic events with the COVID-19 pandemic and a heightened focus on equity in our society. Both impact housing—the types of housing and housing assistance needed to provide people with stable and safe housing through a pandemic and a recession. These challenges impact the types of policies we put in place that guide what types of housing is built and where.

We know from our extensive work on housing studies and strategies across the Midwest that challenges are varied and complex. Housing conditions we see today are intrinsically tied to the policy decisions and practices of the past. A thorough data-driven study and analysis of housing needs can shed light on the most pressing challenges and most promising opportunities. Finally, in all contexts we work, being it a housing needs assessment, a city-wide strategic plan, or a real estate development strategy, all cities and places have challenges in terms of providing quality affordable and workforce housing. These are critical issues in Independence.

As implied in the Request for Proposals, an effective housing study and needs analysis will provide the city with:

- A thorough understanding of current and future housing needs,
- Demand for different types of housing at different price points,

- Existing housing conditions,
- Supportive, bridge, transitional, short- and long-term housing needs, and
- The housing context of Independence's unique neighborhoods.

This information will help the city create and priorities housing strategies and programs.

We understand that this effort is not occurring in a vacuum. Independence offers various housing programs, and operates those based on its Five-Year Consolidated Plan and Annual Action Plan. There is substantial community knowledge about housing. These efforts help our team understand the community, and provide a baseline of knowledge of housing needs that we assess to determine what information accurately reflects current trends, what data needs to be updated, and where new analysis is needed. This ensures we avoid redoing work that is already done, and that we have the right information for the city to move forward with creating a new housing strategy.

Our proposed plan of study follows a series of important tasks organized into three steps:

### STEP 1 | UNDERSTAND

This initial phase is designed to gain a baseline understanding of current demographic, economic, and housing trends in Independence, as well as housing programs currently under way. A housing survey will be launched to understand housing needs and concerns from the perspectives of the general public.

### STEP 2 | ANALYZE

The next step will be to conduct detailed market analysis—supply and demand for various housing products and different price points (both for-sale and rental) will be quantified. Current and projected future gaps between supply and demand will be detailed.

### STEP 3 | FINALIZE

The final phase is to create the final deliverable: a clear, concise report that details key areas of analysis, housing needs, and housing goals that set the table for creating a housing strategy.



# QUALIFICATIONS & EXPERIENCE

---

## HISTORY & LEADERSHIP

Development Strategies, Inc. has been in business for 33 years, providing governmental, institutional, and private clients exceptional service in planning, economic, and community development. The firm is a C-Corporation with good business standing in the states of Missouri and Illinois. Development Strategies currently has 17 employees. It is managed by four principals:

- Larry Marks, AICP, AIA
- Brad Beggs, MAI
- Matt Wetli, AICP
- Justin Carney, AICP

## QUALIFICATIONS & EXPERTISE

Development Strategies is a full-service planning and development advisory company, and takes the broadest approach to defining development—economic, real estate, community, policy, and place. It is our philosophy that cities are fundamentally composed of people first, and that the development of cities needs to continually reflect their needs, goals, and aspirations. Our mission is to work with likeminded people who believe that their site, neighborhood, district, city, or region can be made better, and engage in a dialogue about what a place can be, and what the community wants it to be.

Our commitment is to not only to devise the best strategies based on sound analysis, but to democratize planning and development by making them accessible and devoid of jargon, so that people can truly make decisions based on the best information. We strive every day to have meaningful interactions through an approach that is always holistic and adaptive based on continuous feedback and refinement.

Development Strategies has the breadth and depth of knowledge and experience to provide Independence with a highly effective process and meaningful analysis. Particular areas of expertise include:

- affordable housing
- market analysis and strategy
- stakeholder engagement
- real estate development
- economic development strategies
- economic empowerment
- neighborhood stabilization

- equity and inclusion
- neighborhood outreach
- land use planning
- urban design
- finance and funding
- strategic planning
- public policy
- community development
- implementation

Development Strategies leads and manages projects that scale from site-specific market studies and appraisals to regional housing strategies and strategic plans, where budgets range from \$5,000 to more than \$200,000. We have the experience, processes, and expertise to successfully manage a project of this scale and importance.

## UNIQUELY QUALIFIED

Development Strategies is uniquely qualified to prepare this housing study because we are technical experts *and* planners. We understand the data: where to obtain it, how to analyze it, and what it means. We are also expert in working with stakeholders to tell the housing story of the community, so that goals and strategies can be clearly defined. We know the broader context of how stable and attainable housing can change people's lives, and its importance to our neighbors and neighborhoods. And, finally, we know how technically sound housing studies lead to strategies that can be implemented because our recent work in Topeka, Tulsa, Omaha, and other cities is being implemented.

This holistic understanding and approach will allow us to leave your team with a sound, data-driven understanding of housing needs and challenges, summarized in a clear and accessible way. It will culminate with a definition of clear housing goals, so that the city and community can move forward with devising strategies that can be implemented.

## PROJECT TEAM

The core project team for this project consists of five staff members with broad experience in housing and related work. The professional profiles, credentials, experience, and specific assignments for each team member are included on the following pages.

Primary Contact: Andy Pfister, AICP, will serve as the primary contact and project manager.



## CAREER SUMMARY AND BACKGROUND

Andy is passionate about helping communities realize their goals and aspirations by providing thoughtful insights and realistic strategies. His diverse background in planning, commercial real estate, economic development, feasibility analysis, valuation, community development, and land use planning informs his understanding that high-quality plans have the potential to create significant community change. His focus is to understand the market fundamentals that drive community growth and sustainability. Andy serves as a project director for housing studies and strategies; corridor, district, and community planning projects; and, real estate appraisal and market analysis assignments.

## EDUCATION

Master in Urban Planning and Real Estate Development, Saint Louis University, Saint Louis, MO 2005

## REGISTRATIONS

American Institute of Certified Planners (AICP)

Certified General Real Property Appraiser:  
Kansas #G-2968  
Missouri #2016042764

## RECENT EXPERIENCE

### Housing Plans & Strategies

- Affordable Housing Trust Fund Implementation Services—Tulsa, Oklahoma
- Omaha-Council Bluffs Housing Assessment and Strategy
- Pottawattamie County, Iowa Workforce Housing Strategy
- Citywide Housing Market Demand Study and Strategy—Topeka, Kansas
- Downtown and Core Neighborhood Housing Study and Strategy—Tulsa, Oklahoma

### Planning, Land Use, and Real Estate Development: Community, Corridor, and District

- Santa Fe/I-35 Corridor Study and Land Use Strategy—Olathe, Kansas
- Downtown Market Strategy—Topeka, Kansas
- Places for People Walkable Development Plan—Wichita, Kansas
- Rosedale University Town Center Master Plan—Kansas City, Kansas
- Quivira Road Corridor Study—Lenexa, Kansas
- Emporia-Lyon County, Kansas Joint Comprehensive Plan
- Northside-Southside Metrolink Light Rail Transit Study—St. Louis, Missouri

### Economic Strategy, Economic and Fiscal Impacts

- Infill Development Incentive Recommendations—Wichita, Kansas
- Metro Louisville Industrial Land Use Strategy
- Madison County (IL) Manufacturing Market Study
- Kansas STAR Bond Market Feasibility Studies and Revenue Projections
- Economic Impact Studies
- Harbor Shores Small Business Economic Impact Strategic Plan: Benton Harbor, Michigan

## ASSIGNMENTS FOR THIS PROJECT

Andy will serve as the primary contact and project manager for this project. He will manage the day-to-day work for our project team, ensure deadlines are met, and provide overall direction for the analysis, presentations, and report.



#### EDUCATION

Master of Urban and Regional Planning,  
University of Iowa, Iowa City, IA 1997

#### REGISTRATIONS

American Institute of Certified Planners  
(AICP)

#### CAREER SUMMARY AND BACKGROUND

Through years of strategic planning, Justin has developed a deep understanding of the complex interplay of issues facing communities, and brings a multi-faceted approach to creating workable solutions. He has broad experience in overseeing neighborhood, housing, land use, and transportation strategies, and has cultivated a role as a valued policy advisor on a variety of regionally-significant plans and initiatives. Mostly recently, Justin served as Director of Planning for St. Louis County, overseeing the department's collaboration on key initiatives such as the St. Louis County Affordable Housing Trust Fund Taskforce, selection of the County's Opportunity Zones, and stakeholder engagement for the redevelopment of Jamestown Mall.

His experience informs a strong understanding of public sector needs, implementation capability, and effective communication. At the core of Justin's planning philosophy is the desire to integrate meaningful public and stakeholder involvement into all phases of planning, leveraging his unique skills at uniting different stakeholders under a shared vision and set of goals.

#### RECENT EXPERIENCE

##### Housing Plans & Strategies

- Omaha-Council Bluffs Housing Assessment and Strategy
- Pottawattamie County, Iowa Workforce Housing Strategy
- Citywide Housing Market Demand Study and Strategy—Topeka, Kansas
- Downtown and Core Neighborhood Housing Study and Strategy—Tulsa, Oklahoma

##### Land Use and Transportation Planning & Policy

- Frenchtown Great Streets Plan (St. Charles, Missouri)
- Comprehensive Update for Zoning and Subdivision Codes, Kirkwood, Missouri
- St. Louis County Complete Street Ordinance, St. Louis County, Missouri\*
- Forest Park Connectivity and Mobility Study, Forest Park, Missouri\*
- IL 159/Main Street Great Streets Corridor Study, Smithton, Illinois\*
- Woodson Road Great Streets Corridor Study, Overland, Missouri\*
- MetroSouth MetroLink Study, St. Louis County, Missouri\*
- Madison County Light Rail Feasibility Study, Madison County, Missouri\*

##### Economic Development, Innovation, and Strategic Planning

- Imagining Tomorrow for St. Louis County, 2013 Strategic Plan, St. Louis County, Missouri\*
- Energy Efficiency and Conservation Strategy, St. Louis County, Missouri\*

#### ASSIGNMENTS FOR THIS PROJECT

Justin will lead the stakeholder engagement efforts, and be responsible for overall quality control of our deliverables.



## EDUCATION

Master in Public Policy,  
Harvard University Kennedy School of  
Government, Cambridge, MA 2018

Master of Urban Planning,  
Harvard University Graduate School of  
Design, Cambridge, MA 2018

## CAREER SUMMARY AND BACKGROUND

Miriam is passionate about helping cities empower people to thrive. She believes that equitable planning, development, and policy can help decision-makers guide smart investments in their community while also enabling individuals to grow and prosper. Her diverse background in the public and nonprofit sectors allows her to mobilize policy analysis, real estate finance, and design expertise on a range of projects at Development Strategies. While at the National Low Income Housing Coalition, Miriam tracked and analyzed federal legislation related to appropriations, fair housing, tax reform, and the Low Income Housing Tax Credit. At the Boston Planning and Development Agency, she supported analysis and stakeholder engagement for four neighborhood planning initiatives as well as proposed incentive zoning policies to support affordable housing, affordable commercial space, and open space.

Miriam's interests include neighborhood planning, economic strategy, and housing policy that bring her capacity for engaging diverse voices together with her understanding of project feasibility and development policy. She understands that policies that advance the mutual goals of a broad range of public and private partners will help to expand communities' economic opportunity and quality of life.

## RECENT EXPERIENCE

## Housing Plans &amp; Strategies

- Omaha-Council Bluffs Comprehensive Housing Assessment (Omaha, NE)
- Central Tulsa Equitable Housing Strategy (Tulsa, OK)
- Hilltop Neighborhood Housing Strategy (Columbus, OH)

## Neighborhood and Community Planning

- OurFerguson Comprehensive Plan (Ferguson, MO)
- Bevo Great Streets Project, Neighborhood and Economic Development Strategy (St. Louis, MO)
- Dudley Square Neighborhood Plan and RFP Development\* (Boston, MA)
- Jamaica Plain/Roxbury Neighborhood Plan\* (Boston, MA)
- South Boston Dorchester Avenue Plan\* (Boston, MA)
- Glover's Corner Community Engagement Strategy\* (Boston, MA)
- Off-Campus Student Housing Rehab Phasing\* (St. Louis, MO)

## Strategic Planning &amp; Urban Design

- City of St. Louis Opportunity Zones Prospectus (St. Louis, MO)
- Downtown Evansville Strategic Plan (Evansville, IN)
- Strategic Plan for Downtown Blacksburg (Blacksburg, VA)

## ASSIGNMENTS FOR THIS PROJECT

Miriam will serve as a housing specialist, particularly during the analysis phase, to identify key trends and needs.

*\* indicates experience with a previous employer*



#### EDUCATION

Master of Urban and Regional Planning,  
University of Illinois, Urbana-Champaign,  
IL 2018

#### CAREER SUMMARY AND BACKGROUND

Richa is steered by her passion for understanding the relationship between people and their built environment. She is motivated by finding solutions to planning problems that tackle physical, social, economic and environmental context of today's cities. She is an advocate for well-connected, people-friendly urban spaces and considers multimodal mobility a vital component for addressing imbalances in access to opportunities. Her design philosophy revolves around adaptability and inclusiveness and her ambition is to contribute towards creating sustainable, equitable and diverse urban spaces.

Richa has degrees in urban planning and architecture. She contributed as a Transportation Planner at the City of Jackson, working to address mobility challenges in a sprawling city. Before returning to school to earn her Master's degree in urban planning, she served as an Architect at Urban Architecture Works, contributing to urban design and master planning projects with diverse programming—residential, commercial, institutional and educational design projects.

Richa's interests include urban design, architecture, community development, community engagement and social policy—as it relates to ensuring access to quality affordable housing, transportation and livelihood opportunities.

#### RECENT EXPERIENCE

##### Housing Plans & Strategies

- Omaha-Council Bluffs Comprehensive Housing Assessment
- Topeka Comprehensive Housing Strategy (Topeka, KS)
- Central Tulsa Equitable Housing Strategy (Tulsa, OK)
- Hilltop Neighborhood Housing Strategy (Columbus, OH)

##### Neighborhood and Community Plans

- Ferguson Comprehensive Master Plan Update (Ferguson, MO)

##### Corridor Plans

- Alton Great Streets (Alton, IL)
- I-35 Santa Fe Corridor Study (Olathe, KS)

##### Community Engagement and Placemaking

- ONELINE—Multimodal BRT corridor plan (Jackson, MS) \*

##### Urban Design and Masterplan

- Indian Institute of Management Kozhikode (Kerala, India) \*
- Residential Township Shewalwadi (Maharashtra, India) \*
- Retail High Street, Pioneer Urban Gurgaon (Haryana, India) \*

#### ASSIGNMENTS FOR THIS PROJECT

Richa will conduct much of the background research and GIS mapping for this effort.

*\* indicates experience with a previous employer*



## SIMILAR EXPERIENCE AND REFERENCES

---

During the past three years, we completed housing strategies for Topeka, Kansas, Tulsa, Oklahoma, and the Hilltop Neighborhood in Columbus, Ohio. We also worked with Topeka to complete its Analysis of Impediments. We continue to work the Omaha-Council Bluffs region on an implementation plan for a comprehensive housing strategy that was completed this month, and completed a Workforce Housing Strategy in Pottawattamie County, Iowa in January 2021. We also provide the housing elements and accompanying strategies for strategic and comprehensive planning efforts, and have performed dozens of market studies and appraisals for affordable and market rate housing developments across the U.S.

We get housing, and we are passionate about working with communities to understand critical housing needs, then aligning strategies that can be implemented to meet those needs. Our clients use our studies to make positive changes, and we are fortunate to be working in many of these places to help implement the elements of the recommended housing strategies.

### References

#### **COMPREHENSIVE CITYWIDE HOUSING MARKET DEMAND STUDY & STRATEGY**, Topeka, Kansas

*Status: Adopted July 2020 / Budget: \$97,500*

*Client: City of Topeka*

- Bill Fiander, AICP, Director

City of Topeka Planning and Development Department  
(785) 368-3728 / [bfiander@topeka.org](mailto:bfiander@topeka.org)

Conducted a Comprehensive Citywide Housing Market Study and Strategy that involved understanding of existing market conditions and a housing demand study to quantify demand for all types of housing over the next 20 years. Evaluated the feasibility of a variety of housing development types in different submarkets in the city to identify what types of projects are financially feasible. Recommended strategies that build on the existing work of the city, and others, to improve and expand the availability of quality housing. Report and presentations located here:

<https://www.topeka.org/neighborhoodrelations/citywide-housing-market-study-strategy/>

#### **DOWNTOWN AND SURROUNDING NEIGHBORHOODS HOUSING STUDY & STRATEGY**, Tulsa, Oklahoma

*Status: Completed May 2020 / Budget: \$103,000*

*Client: City of Tulsa*

- Travis Hulse, AICP, CFM, Principal Planner  
Tulsa Planning Office  
(918) 579-9452 / [thulse@incog.org](mailto:thulse@incog.org)

Conducted a housing market demand study and strategy focusing on Tulsa's Downtown and surrounding neighborhoods. The study is intended to, in part, provide an update to a 2010 study that supported much of the recent investment in Downtown. The ultimate goal; however, is to understand what specific housing needs are and how to align limited city resources in a strategic way to address those needs over the next five to ten years. The study was finalized in June 2020, and the city is moving forward with implementing several strategies. Final Presentation Link: <https://www.cityoftulsa.org/economic-development/why-tulsa/housing/housing-study-and-strategy/>

#### **OMAHA-COUNCIL BLUFFS COMPREHENSIVE HOUSING ASSESSMENT**, Omaha-Council Bluffs region, Nebraska

*Status: Completed April 2021 / Budget: Confidential*

*Client: The Sherwood Foundation*

- Meridith Dillon (402) 341-1717 / [meridithd@sherwoodfoundation.org](mailto:meridithd@sherwoodfoundation.org)

Conducted a housing demand study using various methodologies to quantify demand, both current and future, for all types of housing. Administered housing needs survey to complement other methods with data regarding resident experience. Engaged a steering committee to expand philanthropy's collective understanding of the region's housing needs. Identified initiatives for philanthropic organizations to improve housing affordability in the region. *Report not yet publicly released.*

#### **HILLTOP HOUSING STUDY**, Columbus, Ohio

*Completed: 2019, on-time / Budget: \$75,000, on-budget*

*Client: Neighborhood Design Center*

- Kerry Reeds, Director of Urban Design and Planning  
Neighborhood Design Center  
(614) 221-5001 / [kerryr@columbusndc.org](mailto:kerryr@columbusndc.org)

Analyzed the local housing market and create a strategic vision for housing in the Hilltop. Used feasibility analysis to identify the subsidy needs and appropriate tools for reinvesting in the existing housing stock and the development of new, quality mixed-income housing. Aligned the housing strategy with existing tools and other efforts of the City of Columbus to invest in the Hilltop as a healthy and sustainable neighborhood. *Report not publicly released.*

# OUTLINE OF SERVICES / SCOPE OF WORK

---

## ENGAGEMENT APPROACH & PLAN

Our planning process fundamentally involves asking two questions: “what do you want it to be?” and “what can it be?”. The first involves asking a community about its aspirations, fears, and concerns. The second relies on professional expertise—the skills of highly specialized planners and associated professionals. The foundation for a plan exists where there is alignment between community aspirations and what is possible.

Through our analysis and conversations, we will explore the connections between housing, economic development, equity, neighborhood stability, and growth. We will thoroughly understand Independence’s housing needs, the drivers for those needs, and convey the issues and ideas through maps, graphics, and data visualizations in a way that is easily accessible to a broad audience. The goal is to provide a shared understanding and language for talking about housing, with the goal of achieving a common vision for quality housing in Independence.

We understand that the current public health crisis may have an impact on our approach to engagement. Given possible restrictions for public gatherings, it may not be feasible to conduct in-person steering committee meetings, stakeholder interviews, or community open house. Our team is prepared to provide a creative and effective virtual approach to engagement, using the latest tools for virtual meetings, and dynamic ways of sharing information (via video) and collecting input (via online polling). As with any approach—whether getting people to meetings, or getting information to people—partnerships with stakeholders will continue to be essential.

Anticipated engagement methods that would be tailored to meet the needs of this study at its onset include:

- Bi-weekly project updates (calls or emails) with city staff
- Client Team/Steering Committee Meetings (3)
- Housing Needs Survey
- City Council Presentation

## PROJECT KICKOFF

We will kick off the project by holding a virtual work session with the client team/steering committee and conducting initial stakeholder interviews.

- Client Team/ Steering Committee: We will rely on the City of Independence and its partners to establish the steering committee, which will oversee this study. The first meeting will be virtual, and will establish the project schedule, key milestones, and a discussion of housing needs and aspirations.
- Virtual Roundtable Discussion: We find it incredibly valuable to hear from experts on the ground that are actively involved in housing from a number of different perspectives, including:
  - Major Employers
  - Developers (For-Profit and Non-Profit)
  - Property Managers / Landlords
  - Real Estate Agents and Brokers
  - Non-Profits
  - City Housing Staff (if not represented on Steering Committee)
  - Economic Development Representatives
  - Institutional and Philanthropic Organizations

We will schedule eight to ten roundtable discussions to occur over an approximate one-month period, and allow for 6-8 one-on-one conversations as needed.

- Community Tours: A community tour typically includes a tour of the study area with members of the client team to observe key physical attributes, general neighborhood and city conditions, identify assets and key institutions, and view potential development sites. Our team intends to conduct an in-person community tour as part of this process, so long as it can be done safely; otherwise, it will be carried out virtually.
- Housing Needs Survey Design: An online survey asking citizens about their experiences with housing in Independence, as well as needs and challenges, will be a key element of this study. Study questions, ideal length, and the plan to launch and publicize the survey will be drafted.
- Project Charter: We will prepare a draft project charter, which is a two-page document summarizing key project elements. It will identify the primary and backup project contacts, the project schedule and key milestones. It also outlines potential risks to the scope, schedule, and budget, so that the team can make necessary adjustments throughout the process.

## STEP 1 | UNDERSTAND

The primary intent of Step 1 is to gain an in-depth understanding of current socioeconomic and housing conditions in Independence. Where possible, this data will be mapped and organized by neighborhood, census tract, or census block group. This includes:

- i. Existing Studies, Plans, & Policies Review: Recent studies and plans contain valuable insight about housing needs, community dynamics, and efforts under way. These documents will be reviewed and key data points and conclusions that inform this study will be summarized. Areas of analysis that need to be updated with current data will be identified, and areas that require novel analysis will be detailed.
- ii. Demographic Analysis: Population and household trends, household and per capita incomes, household size, age, and other relevant trends. Cohort delineations will be provided where appropriate.
- iii. Housing Data and Trends: Age of housing stock, number of bedrooms, attached, detached, and multi-family, housing costs (for-sale and rental), building permits, renter vs. owner, vacancy rates, cost-burdened households, existing Assisted Housing, multi-family transactions and characteristics, etc.
- iv. Sales Data: We will request sales data from local realtors to assess trends in sales price appreciation over the past five years, days on market, foreclosure activity, and home characteristics (i.e., number of bedrooms) that are in high demand. Data will be mapped by neighborhood.

- v. Economic Trends: Major employers, industry mix, industry/employment projections, growth industries, prevailing wages, etc. Understanding local wage structures will inform the housing affordability analysis and help identify housing gaps. Growth projections will help quantify future housing needs based on wages.
- vi. Parcel Data: Assessor data (structure age, size, appraised/assessed value, and condition ratings, for GIS mapping.
- vii. Construction Cost Trends: Through interviewing developers and based on our considerable valuation experience, we will assess historic cost trends that impact housing affordability, including the current impacts of high lumber prices.

Data sources will include, but are not limited to: prior studies and plans, American Community Survey, ESRI (demographic estimates for 2020 and projections for 2025, and various economic data sets), Bureau of Labor Statistics, Bureau of Economic Analysis, U.S. Census Bureau (Census data and American Community Survey), U.S. Department of Housing and Urban Development, City of Independence, Jackson County, the State of Missouri, and other local and regional sources.

### Key Outcomes from Step 1:

- Existing conditions and current trends summary.
- Profile of existing housing stock
- Housing goals learned through previous plans and stakeholder interviews
- Impediments/barriers
- Survey Launch

## ECONOMIC

### MEDIAN ANNUAL WAGES OF OCCUPATIONS WITH HIGH PROJECTED NEAR-TERM GROWTH



## STEP 2 | ANALYZE

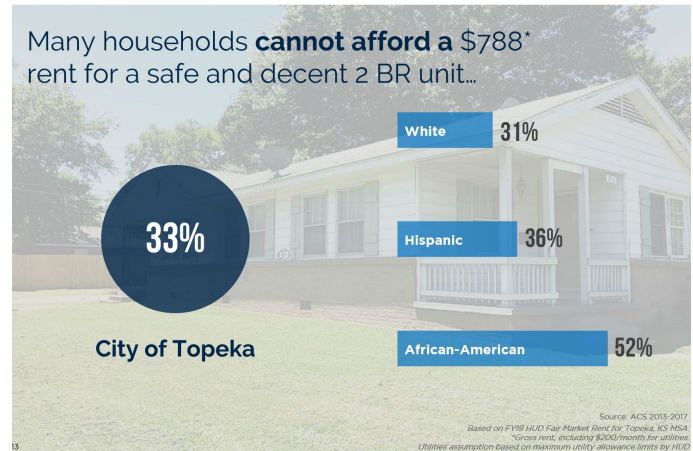
**Market Analysis** will be conducted to determine the specific scope of opportunities—gaps between supply and demand—and foundation of support that exists for potential future housing development. Analysis will include:

- i. **Supply:** Supply Analysis is often the most specific, detailed, and tangible part of any market analysis. It provides a “ground-level” view of how a market is currently performing, specifically evaluating market metrics such as achievable rents, lease rates, and sale prices, as well as velocities of development. All property types will be considered, including senior, special needs, subsidized and affordable, market-rate, and owner-occupied housing.
- ii. **Demand:** Various methodologies to analyze housing demand will be utilized to quantify the number of households that could be captured. Demand analysis will provide the number of units in demand by price range, size, quality, and type (i.e., townhomes vs. apartments; rental vs. for-sale). Demand will be compared to supply to identify housing products that are missing in the market—typologies for which there is current and projected demand, but limited supply exists. Demand gaps will be quantified at various income ranges as specified in the RFP (50%, 60%, and 80% of AMI) and other segments that have significant need.

**Benchmarking:** Independence will be compared to 3 to 5 peer cities with similar employment and growth patterns, GDP, and state capitols. Key metrics like population growth, household incomes, and housing costs will be compared.

**Housing Wage and Affordability Analysis:** We will use housing market data, conversations with stakeholders, and conditions assessment to define the base wage needed to afford a “safe and decent” home in Independence.

HOUSING AFFORDABILITY  
WHAT'S THE PICTURE OF AFFORDABILITY IN TOPEKA?



### DEMAND METHODOLOGY FRAMEWORK



#### TARGET MARKET

Considers consumer profiles of residents within the market to determine desirable housing products.



#### CONVENTIONAL

Assesses income variables within the defined market areas to determine the amount and types of units that are affordable to existing residents in the region.



#### IN-MIGRATION

Using data from the American Community survey and target market analysis, estimates the number of residents moving to Independence annually that would be attracted to new development.



#### AFFORDABLE

Affordable housing analysis uses conventional market demand methodology to validate a hypothetical new affordable housing development.



#### SENIOR

Senior housing options are becoming more important as the Baby Boomer generation ages. Senior housing demand includes “downsizing” market-rate options, affordable housing, independent living, assisted living, and memory care.



#### PEER REGIONS

Understand the capture rates of downtown housing compared to citywide and regional housing development in peer regions can help inform realistic development goals.



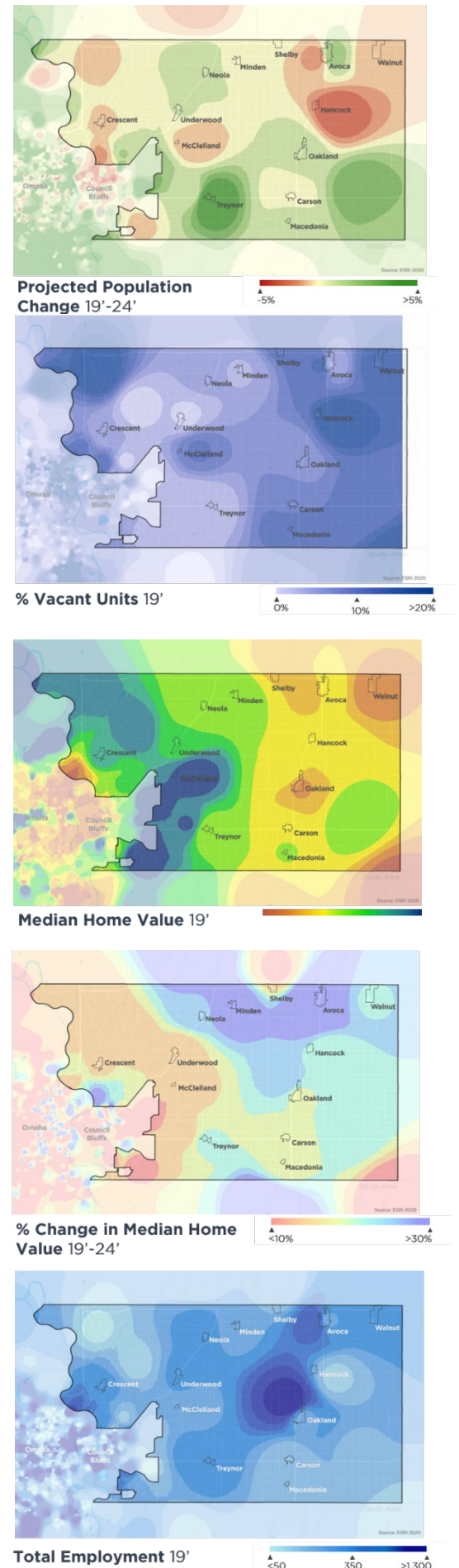
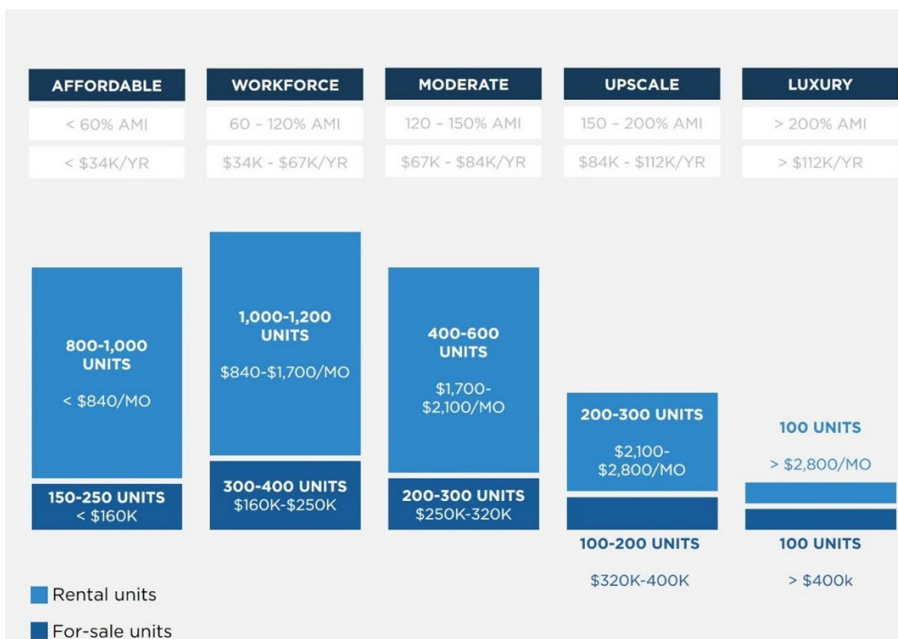
**GIS Analysis:** Our robust GIS abilities will be used to analyze housing trends in a number of different ways, including:

- Household density
- Household and per capita income
- Housing age, value
- Housing condition, if available
- Size of unit (Studio, 1 BR, 2 BR, etc.)
- Sale data, if available
- Poverty concentrations
- Cost burdened households
- Density
- Other relevant information

**Fiscal Awareness:** Once demand gaps/housing needs are quantified, it is possible to assess, at a high level, the costs needed to fill those gaps.

### Key Outcomes from Step 2:

- Supply Data
- Demand Projections (5, 10, 15, 20-year timeframes)
  - Target Markets & Price Points
    - Accessible/Special Needs
    - Affordable (senior, family, workforce)
    - Market rate rental (senior, family, workforce)
    - For-sale
    - New construction
    - Rehabs/renovation
    - Ideal locations
- Peer Region Comparisons
- Housing Needs and Gap Analysis
- Property Maintenance Issues
- Survey Results
- Virtual presentation and discussion: Housing Needs (to Client Team/Steering Committee)



STEP 3 | FINALIZE

The final step in this process is to provide a clear and concise report summarizing the data, maps, survey results, and key trends. A robust data appendix will be included containing all supporting data.

The report will include a summary of housing goals and priorities, as well as recommendations about next steps and priority focus area for the city to consider as it works to create housing strategies.

A virtual or in-person presentation of key findings to City Council is included as part of this last phase of the study to inform the governing body of those key elements, and help set city staff to continue to move forward to address key housing challenges.

Key Outcomes from Step 3:

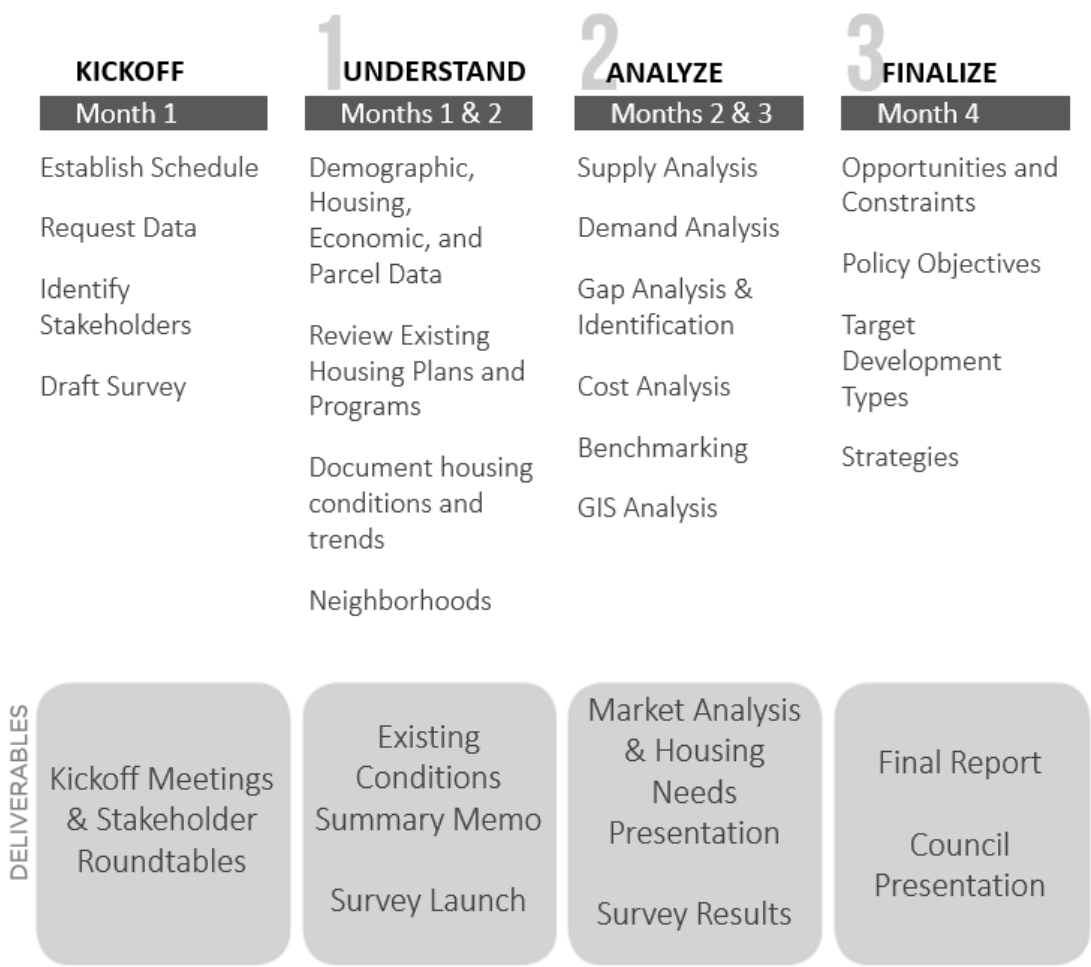
- Report Draft & Finalization
- Presentation of Finding to City Council
- Final Steering Committee Meeting

SCHEDULE

The diagram at the bottom of the page summarizes the proposed work schedule. We propose a four-month process, which will allow for ample time to arrange and conduct stakeholder interviews, provide detailed research and statistical analysis, create a report that thoughtfully meets the needs of this project.

Key milestones would include, assuming a notice to proceed on June 1:

- **Kickoff Trip:** Week of June 21
- **Survey Launch:** Week of July 12
- **Existing Conditions Summary:** Week of July 26
- **Survey Close:** Week of August 9 (one month after open)
- **Survey Results Summary:** Week of August 16
- **Market Analysis & Housing Needs Presentation and Workshop:** Week of August 23
- **Draft Report:** Week of September 13
- **City Council Presentation / Final Steering Committee Meeting:** Week of September 20
- **Final Report:** By October 1



# COST OF SERVICES

## Lump Sum Fee

Development Strategies proposes a base budget of \$45,000, as detailed below.

The base price includes the following deliverables:

- Topical Memorandums (Housing Needs, Survey Results)
- Presentations for Steering Committee Work Session (Market Analysis & Housing Needs)
- Report Document
- Council Presentation

The base price does not include travel because of the present uncertainty of the COVID-19 pandemic. Our team prefers to make at least one in-market trip to meet the client team and tour the region and a second trip for final meetings and council presentation. However, we are listing any travel as an optional add-on item to provide flexibility in the budget and scope of work, and recognize that conditions surrounding the pandemic may change during the course of the project.

## In-Market Trips

The cost to add each in-market trip, should the opportunity arise, is approximately \$3,500 to \$4,500, for two staff members, assuming a two-day trip for project kickoff. The second trip would be a one-day trip for one staff member and cost approximately \$1,000 to 1,500.

## Add-On Services

The base scope of services is designed to meet the needs of the project as communicated in the RFP and follow-up Q&A. The following add-on services would create a more robust process, if funds are available and your team thinks they would add value to the project.

Economic Feasibility Analysis will evaluate and test likely development prototypes (i.e., construction, acquisition, etc.) and operational costs, and will estimate order-of-magnitude acquisition costs. This will be done for approximately three to five development types. Where projects are not viable through private finance alone, the most likely economic development tools can be identified for further analysis in a funding strategy. *Cost: \$15,000*

Enhanced Engagement: Our team is experienced in using a broad range of engagement techniques. The following add-ons could be useful for a housing strategy:

- Housing Topic Videos (5 to 7 minutes). *Cost: \$5,000 to \$7,000 each*
- Stakeholder Webinar & Forum in Step #2: If desired, we would host a two-hour webinar through Zoom to present key findings and strategies. The intent would be to keep the stakeholders engaged, as many would be integral to implementing a housing strategy. *Cost: \$5,000*
- Public Information and Launch Event: A public open house to highlight key themes and emerge from the study. *Cost: \$5,000*

## Anticipated Milestones and Payments

### Milestone and Payment Summary

Month	Invoice Date	% Complete	Amount*	Est. Staff Hours	Milestone
1	30-Jun-21	20%	\$ 9,000	72	Project Kickoff / Stakeholder Interviews Complete
2	31-Jul-21	50%	\$ 13,500	108	Existing Conditions Summary
3	31-Aug-21	75%	\$ 11,250	90	Survey Results & Market Analysis/Housing Needs Presentation
4	30-Sep-21	95%	\$ 9,000	72	Draft Report / City Council Presentation
5	31-Oct-21	100%	\$ 2,250	18	Final Report Delivery
<b>Totals</b>			<b>\$ 45,000</b>	<b>360</b>	

\*Does not include travel costs and other reimbursable expenses



## REQUEST FOR PROPOSALS #21014

### Independence Housing Study

***ATTENTION RESPONDENT – COMPLETE AND RETURN WITH RESPONSE***

Responding Firm Development Strategies Phone Number 314.421.2800  
(Please print or type)

Address 10 South Broadway, Suite 1500 City St. Louis State MO Zip 63102

Name of Authorized Agent Justin Carney Email jcarney@development-strategies.com

The only authorized source for Request for Proposal (RFQ) forms, addenda, and information regarding this RFP is [www.publicpurchase.com](http://www.publicpurchase.com). Using RFQ forms, addenda, and information not obtained from [www.publicpurchase.com](http://www.publicpurchase.com) creates the risk of not receiving necessary information about the RFQ that may eliminate your proposal from consideration.

Submit questions regarding this RFP online at [www.publicpurchase.com](http://www.publicpurchase.com) by deadline in the RFP schedule.

Proposals shall be submitted online via [www.publicpurchase.com](http://www.publicpurchase.com) by the date and time indicated. Paper, fax, or email responses will NOT be accepted and will not be returned to sender. Proposals are sealed in a virtual lockbox that can only be opened after the Request for Proposal (RFP) closing date and time, to maintain confidentiality of the proposal. All proposals are subject to the terms and conditions herein.

Submission of a proposal shall be deemed a firm offer and is not revocable within 120 days after response deadline.



**CONTRACT FOR  
PROFESSIONAL SERVICES**

This contract, made by and between the City of Independence, Missouri (hereinafter called City) and, Development Strategies, a Corporation (hereinafter called consultant).

**WITNESSETH:**

WHEREAS, City requires \_\_\_\_\_ services and,  
WHEREAS, consultant is prepared to provide said professional services and shall give consultation and advice to City during the performance of said services;  
NOW THEREFORE, City and Consultant in consideration of the mutual covenants contained in this contract, agree as follows:

**ARTICLE 1 – EFFECTIVE DATE**

The effective date of this contract shall be June 1, 2021.

**ARTICLE 2 – SERVICES TO BE PERFORMED BY CONSULTANT**

Consultant shall perform the services set forth in the documents attached hereto and made a part of this contract, which include one or more of these documents: Request for Proposals, scope of work, statement of work, consultant's proposal, and pricing.

**ARTICLE 3 – PERIOD OF SERVICE**

The services shall be completed by December 1, 2021.

**ARTICLE 4 – COMPENSATION**

For services performed, the City shall pay the consultant, an amount not to exceed \$50,000.

Regular (e.g. monthly) invoices shall be submitted by the consultant to the City for payment of services performed and expenses incurred during the preceding month. Invoices shall indicate the hours expended for each individual person, the total labor billing, and a summary of other expenses and charges with supporting documentation.

The City's payment terms are Net 30. Payment will be made by the City within thirty (30) days of receipt of the complete invoice. The City's preferred method of payment is via City credit card with no added fees. If credit is not acceptable, payment will be made by check.

The City is exempt from State of Missouri sales and use taxes on purchases made directly for the City. Consultant shall not include any sales or use taxes on transactions between the consultant and City.

**ARTICLE 5 – PERMITS AND LICENSES**

The consultant shall procure all necessary local construction permits and licenses and a City of Independence occupation license, unless exempt under state law. Consultant will abide by all applicable laws, regulations, and ordinances of all federal, state, and local governments in which work

under this contract is performed, and will require the same of all sub-consultants. The consultant must furnish and maintain certification of authority to conduct business in the State of Missouri.

#### **ARTICLE 6 – OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY**

Except as otherwise provided herein, documents, drawings, and specifications prepared by consultant as part of the services shall become the property of City, provided consultant has the unrestricted right to their use. Notwithstanding the foregoing, City accepts that any re-use of the documents or intellectual property shall be at City's sole risk and liability.

#### **ARTICLE 7 – CHANGES, DELETIONS, OR ADDITIONS TO CONTRACT**

Either party may request changes within the general scope of this Contract. If a requested change causes an increase or decrease in the cost or time required to perform this contract, City and consultant will agree to an equitable adjustment of the contract price, period of service, or both, and will reflect such adjustment in a change order or formal modification.

#### **ARTICLE 8 – STANDARD OF CARE**

Consultant shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily possessed and exercised by a peer professional under similar circumstances.

#### **ARTICLE 9– LIABILITY AND INDEMNIFICATION**

Having considered the potential liabilities that may exist during the performance of this contract and the consultant's fee, and in consideration of the mutual covenants contained in the contract, City and consultant agree to allocate and limit such liabilities in accordance with this article.

Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the City, its officers, directors, and employees against all damages liabilities or costs, including reasonable attorney fees and defense costs, to the extent caused by the consultant's negligent performance of professional services under this contract and that of its sub-consultants or anyone for whom the consultant is legally liable. Consultant shall indemnify City against legal liability for damages arising out of claims by consultant's employees.

#### **ARTICLE 10 – INSURANCE**

##### **General Services**

Unless otherwise stated in the specifications, the contractor shall procure and maintain insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the materials, equipment or supplies provided to the City. The insurer(s) must be licensed for business in the State of Missouri and maintain an A.M. Best rating of no less than A: VII; or an insurer approved by the City. Each policy requires a minimum cancellation notification of at least 30 days' advance written notice to the City.

Contractor must demonstrate the following insurance coverage in accordance with the estimated value limits (formal vs. informal). The bid document will specify whether a solicitation is "formal" or "informal".

**Purchases less than \$100,000**

(1) General Liability Insurance, with a \$500,000 combined single limit.

**Purchases \$100,000 and over**

(1) General liability insurance, with bodily injury and property damage limits of \$1,000,000 for each occurrence with a \$2,000,000 general aggregate and \$2,000,000 products and completed operations aggregate.

(2) Automobile liability Insurance for any owned, hired and non-owned vehicles, with bodily injury limits of \$1,000,000 for each person and \$1,000,000 for each accident, and with property damage limits of \$1,000,000 for each accident; OR \$1,000,000 combined single limits, including bodily injury and property damage.

The above limits are the minimum acceptable and do not infer or place a limit on the liability of the supplier. The City is to be named as an additional insured as the City's interest may appear in regards to the materials, equipment or supplies provided the City. The supplier's insurance shall be primary and any insurance or self-insurance maintained by the City shall be excess for the City and not contribute with the coverage maintained by the supplier.

**Workers Compensation**

The City shall not obtain worker's compensation insurance on behalf of the contractor or the employees of the contractor. The contractor shall comply with the worker's compensation law concerning its business and its employees.

**ARTICLE 11 – SHIPPING, TITLE AND RISK OF LOSS**

All sales and deliveries are F.O.B. City.

**ARTICLE 12 – DELAY IN PERFORMANCE**

Neither City nor consultant shall be considered in default of this contract for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this contract, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restrains; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or consultant under this contract. If such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this contract.

**ARTICLE 13 – TERMINATION**

City may terminate or suspend performance of this contract for City's convenience upon written notice to consultant. Consultant shall terminate or suspend performance of the services on a schedule acceptable to City. If termination or suspension is for City's convenience, City shall pay consultant for all the services performed till the date of the termination by the City or suspension expenses. If contract is restarted, an equitable adjustment shall be made to consultant's compensation.

This contract may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this contract. The nonperforming party shall have 15 calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party. In the event that funding for the contract is discontinued, City shall have the right to terminate this contract immediately upon written notice to consultant.

#### **ARTICLE 14– WAIVER**

A waiver by either City or consultant of any breach of this contract shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

#### **ARTICLE 15 – SEVERABILITY**

The invalidity, illegality, or unenforceability of any provision of this contract or the occurrence of any event rendering any portion or provision of this contract void shall in no way affect the validity or enforceability of any other portion or provision of this contract. Any void provision shall be deemed severed from this contract, and the balance of this contract shall be construed and enforced as if this contract did not contain the particular portion or provision held to be void. The parties further agree to amend this contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this article shall not prevent this entire contract from being void if a provision which is of the essence of this contract be determined void.

#### **ARTICLE 16 – SUCCESSORS AND ASSIGNS**

City and consultant each binds itself and its directors, officers, partners, successors, executors, administrators, assigns, and legal representatives to the other party to the contract and to the directors, officers, partners, successors, executors, administrators, assigns, and legal representatives of such other party in respect to all provisions of this contract.

#### **ARTICLE 17 – ASSIGNMENT**

Neither City nor consultant shall assign any rights or duties under this contract without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this contract.

#### **ARTICLE 18– THIRD PARTY RIGHTS**

Nothing in this contract shall be construed to give any rights or benefits to anyone other than City and consultant.

#### **ARTICLE 19– INDEPENDENT CONSULTANTS**

Each party shall perform its activities and duties hereunder only as an independent consultant. The parties and their personnel shall not be considered to be employees or agents of the other party. Nothing in this contract shall be interpreted as granting either party the right or authority to make commitments of any kind for the other. This contract shall not constitute, create, or in any way be interpreted as a joint venture, partnership or formal business organization of any kind.



## **ARTICLE 20– AUDIT**

Consultant agrees that the City, or a duly authorized representative, shall, until the expiration of three (3) years after final payment under this contract have access to and the right to examine and copy any pertinent books, documents, papers, records, or electronic records of the consultant involving transactions related to this contract.

## **ARTICLE 21 – EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this contract or purchase order, the consultant agrees as follows:

The consultant will not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, national origin or any other legally protected category. The consultant will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, age, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

The consultant will, in all solicitations or advertisements for employees placed by or on behalf of the consultant, state that all qualified applicants will receive consideration for employment without regard to race, age, color, religion, sex, or national origin.

The consultant will send to each labor union or representative of workers with which consultant has a collective bargaining agreement or other contract or understanding, a notice to be provided by a contract compliance officer advising the said labor union or workers' representatives of the consultant's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

The consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his or her books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the consultant's noncompliance with the non-discrimination clauses of this contract or purchase order with any of the said rules, regulations, or orders, this contract or purchase order may be canceled, terminated, or suspended in whole or in part, and the organization may be declared ineligible for any further government contracts or purchase order or federally assisted contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rules, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The consultant will include the entire text of this Equal Employment Opportunity section and its subsections in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-consultant or vendor. The consultant will take such action with respect to any sub-consultant or purchase order as the City may direct as a means of enforcing such provisions, including sanctions of noncompliance; provided, however, that in the event a consultant becomes involved in, or is threatened with litigation with a sub-consultant or vendor as a result of such direction by the City, the consultant may request the United States to enter into such litigation to protect the interest of the United States.

#### **ARTICLE 22 – ANTI-DISCRIMINATION AGAINST ISRAEL ACT**

Contractors working on behalf of the City of Independence are to abide by Missouri Revised Statute 34.600, otherwise known as the Anti-Discrimination against Israel Act.

#### **ARTICLE 23 – GOVERNING LAW**

This contract shall be governed by the laws of the State of Missouri. The City and the consultant agree that the performance of this contract will be deemed to have occurred in the State of Missouri and that consultant's performance under this contract will be deemed the transaction of business in Missouri. Jurisdiction and venue for any claim or cause of action arising under this contract shall be exclusively in the Sixteenth Judicial Circuit of Missouri and the consultant submits to personal jurisdiction of and waives any personal jurisdiction or inconvenient forum objection to, that court.

#### **ARTICLE 24 – COMMUNICATIONS**

Any communication required by this contract to the consultant shall be made in writing to the authorized representative named on the completed front page or response page of the solicitation. Any communication required by this contract with the City shall be to:

Justin Carney (jcarney@development-strategies.com)

Nothing contained in this article shall be construed to restrict the transmission of routine communications between representatives of consultant and City.

#### **ARTICLE 25 – SEPARATE CONTRACTS**

City and consultant each reserve the right to, from time to time, enter into other contracts for specific projects. If such contracts are separately approved in writing by the parties, the terms and conditions of those contracts shall prevail for the specific projects set forth therein.

#### **ARTICLE 26 – ENTIRE CONTRACT**

This contract represents the entire agreement between the City and consultant. All previous or contemporaneous agreements, representations, promises and conditions relating the consultant's services described herein are superseded. The RFP including the terms and conditions, the consultant's response and written proposal, and purchase order (where applicable) shall constitute the entire contract. If these General Terms & Conditions be in conflict with any attached Special Conditions, the Special Conditions will supersede the General Terms & Conditions. In case of a discrepancy, the purchase order shall take precedence over the RFP and the RFP shall take precedence over the consultant's response and written proposal.

**ARTICLE 27 – SURVIVAL OF TERMS**

The following provisions shall survive the expiration or termination of this contract for any reason: if any payment obligations exist, Article 4 – Compensation; Article 5 – Permits and Licenses; Article 9 – Liability and Indemnification; Article 14 – Waiver; Article 15 – Severability; Article 17 – Assignment; Article 19 – Independent Consultants; Article 22 – Governing Law; Article 26 – Entire Contract; and this Article 27 – Survival of Terms.

IN WITNESS WHEREOF, City and consultant, by and through their authorized officers, have made and executed this contract.

**City**

By \_\_\_\_\_

Date \_\_\_\_\_

**Consultant**By Justin CarneyTitle PrincipalDate April 30, 2021