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OCT 23 2014



Chandler - Arizona
Where Values Make The Difference



MEMORANDUM TRANSIT SERVICES - MEMO NO. TN15-02

DATE: OCTOBER 23, 2014

TO: MAYOR AND COUNCIL

THRU: RICH DLUGAS, CITY MANAGER *RD*
MARSHA REED, ASSISTANT CITY MANAGER *MR*
R.J. ZEDER, TRANSPORTATION & DEVELOPMENT DIRECTOR *RJZ*
DANIEL W. COOK, TRANSPORTATION MANAGER *DW*

FROM: JASON CRAMPTON, TRANSIT SERVICES COORDINATOR

SUBJECT: RESOLUTION NO. 4803 AUTHORIZING THE FIESTA-DOWNTOWN CHANDLER TRANSIT CORRIDOR STUDY AGREEMENT BETWEEN THE CITY OF CHANDLER, CITY OF MESA, AND VALLEY METRO RAIL, INC., PROVIDING FOR A HIGH CAPACITY TRANSIT CORRIDOR STUDY ALONG ARIZONA AVENUE IN CHANDLER, THE EXPENDITURE OF PUBLIC FUNDS IN AN AMOUNT NOT TO EXCEED \$687,500.00, AND THE FUTURE REIMBURSEMENT TO THE CITY OF CHANDLER BY THE CITY OF MESA OF 46.9% OF THE COST OF THE TRANSIT CORRIDOR STUDY

RECOMMENDATION: Staff recommends City Council adopt Resolution No. 4803 authorizing the Fiesta-Downtown Chandler Transit Corridor Study Agreement between the City of Chandler, City of Mesa, and Valley Metro Rail, Inc., providing for a High Capacity Transit Corridor Study along Arizona Avenue in Chandler, the expenditure of public funds in an amount not to exceed \$687,500.00, the future reimbursement to the City of Chandler by the City of Mesa of 46.9% of the cost of the Transit Corridor Study; and authorizing the City Manager to execute the agreement.

BACKGROUND: In December 2012, the City of Chandler and Valley Metro Rail, Inc., completed an initial High Capacity Transit Long Range Study for Arizona Avenue. The study assessed Arizona Avenue/Country Club Road's potential as a light rail corridor by modeling transit ridership under a number of different transit and land use scenarios. The model results indicated that Arizona Avenue has a great deal of potential as a future light rail corridor, if accompanied by enhancements to connecting bus service and intensified land use near stations.

Although the initial feasibility study showed promising results, the study was conducted at a high level. The Fiesta-Downtown Chandler Transit Corridor Study will look at short-, mid-, and long-term improvements, including a more detailed analysis of future high capacity transit (light rail, bus rapid transit, streetcar, etc.). The initial feasibility study only looked at high capacity transit

alternatives that originated on Arizona Avenue at Germann Road and followed Arizona Avenue/Country Club Road north to Main Street, where it connected to light rail.

This second study will analyze that alignment in more detail in addition to the analysis of an alternative alignment that would provide service to Fiesta Mall, Mesa Community College, and Banner Desert Hospital along Southern Avenue and Dobson Road before meeting up with the existing light rail line on Main Street. This study will model exclusive right-of-way bus rapid transit on the corridor as a possible alternative to light rail, and will also lay out specific land use and transit enhancement steps for the near-, mid-, and long-term that will help build transit service along this corridor over time. This study will include a public involvement component. There will be at least one public meeting in Chandler as well as other public outreach, such as an online survey. The study will conclude with the cities of Mesa and Chandler selecting a preferred alignment and mode.

The City of Chandler will initially be responsible for funding the study. The City of Mesa will reimburse the City of Chandler for its portion of the study on or before January 1, 2027, should a countywide transportation sales tax beyond Proposition 400 pass. Should a countywide transportation sales tax not pass, the City of Mesa shall reimburse the City of Chandler on or before January 1, 2034.

Valley Metro Rail's Consultant will conduct the study and Valley Metro Rail Staff will manage the project. Staff from the City of Chandler and the City of Mesa will provide input and assistance and be involved throughout the project.

The agreement and scope must be approved by the Mesa City Council and the Valley Metro Rail Board, which is expected to occur in November 2014. The study is anticipated to commence early in 2015 and be completed by the end of 2016.

FINANCIAL IMPLICATIONS:

Net City Cost: \$687,500

Fund Source:

<u>Acct. No:</u>	<u>Fund Name</u>	<u>Program Name</u>	<u>Funds</u>
216.3310.5219.0.6ST680	LTAf	AZ Ave LRT Alternative Analysis Study	\$575,000
216.3340.5219.0000	LTAf	Other Professional Services	\$112,500

TRANSPORTATION COMMISSION:

The Transportation Commission recommended approval of the Fiesta-Downtown Chandler Transit Corridor Study by a vote of 5-0 at their meeting on August 21, 2014.

PROPOSED MOTION: Move City Council adopt Resolution No. 4803 authorizing the Fiesta-Downtown Chandler Transit Corridor Study Agreement between the City of Chandler, City of Mesa, and Valley Metro Rail, Inc., providing for a High Capacity Transit Corridor Study along Arizona Avenue in Chandler, the expenditure of public funds in an amount not to exceed \$687,500.00, the future reimbursement to the City of Chandler by the City of Mesa of 46.9% of the cost of the Transit Corridor Study; and authorizing the City Manager to execute the agreement.

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Attachments: Resolution No. 4803
Fiesta-Downtown Chandler Transit Corridor Study Agreement between the City of
Chandler, the City of Mesa, and Valley Metro Rail, Inc.

RESOLUTION NO. 4803

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, AUTHORIZING THE CITY TO EXECUTE THE FIESTA-DOWNTOWN CHANDLER TRANSIT CORRIDOR STUDY AGREEMENT BETWEEN THE CITY OF CHANDLER, CITY OF MESA AND VALLEY METRO RAIL, INC., PROVIDING FOR THE IMPLEMENTATION OF A HIGH CAPACITY TRANSIT CORRIDOR STUDY, THE EXPENDITURE OF PUBLIC FUNDS IN THE AMOUNT OF \$687,500.00, THE FUTURE REIMBURSEMENT TO THE CITY BY THE CITY OF MESA OF 46.9 PERCENT OF THE COST OF THE TRANSIT CORRIDOR STUDY, AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT

WHEREAS, the City of Chandler and the City of Mesa have a desire to advance a high capacity transit ("HCT") corridor along Arizona Avenue/Country Club Road as a possible future HCT route; and,

WHEREAS, HCT typically consists of Light Rail Transit ("LRT") and Bus Rapid Transit ("BRT"); and,

WHEREAS, Valley Metro Rail, Inc., was formed to plan, design, build, operate and maintain the Light Rail Transit ("LRT") System; and,

WHEREAS, Valley Metro Rail, Inc., has entered into a Program Agreement to serve as the lead agency for the Regional Public Transportation Authority (RPTA) to be responsible for the planning of possible LRT systems in the region; and,

WHEREAS, the City of Chandler desires that Valley Metro Rail perform the Fiesta-Downtown Chandler Transit Corridor Study ("Corridor Study") in a corridor located along Arizona Avenue to, among other things, determine the feasibility of a HCT project, identify HCT alignment alternatives, develop preliminary ridership forecasts and estimated costs, identify engineering and community issues and constraints, identify transit-supportive land use and economic development opportunities in the Corridor, describe additional actions required to make HCT feasible in the Corridor, and develop an implementation plan addressing short range, mid-term, and long-term transit improvements; and,

WHEREAS, the City of Chandler desires to initially fund the \$687,500.00 cost of the Corridor Study with the City of Mesa reimbursing the City for a 46.9 percent share of the cost of the Corridor Study.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Chandler, Arizona;

1. Approving the terms and conditions of the Fiesta-Downtown Chandler Transit Corridor Study Agreement (attached as Exhibit A); and
2. Authorizing City Manager to execute the Fiesta-Downtown Chandler Transit Corridor Study Agreement on behalf of the City of Chandler; and,
3. Authorizing the expenditure of public funds in an amount not to exceed \$687,500.00 for the cost of the Study.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this ____ day of _____, 2014.

ATTEST:

CITY CLERK

MAYOR

APPROVED AS TO FORM:

CITY ATTORNEY *K.S.M.*

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 4803 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the ____ day of _____, 2014, and that a quorum was present thereat.

CITY CLERK

AGREEMENT NO. CMR-FDCTCS-2015

**FIESTA-DOWNTOWN CHANDLER
TRANSIT CORRIDOR STUDY AGREEMENT BETWEEN
THE CITY OF CHANDLER, THE CITY OF MESA,
AND
VALLEY METRO RAIL, INC.**

THIS FIESTA-DOWNTOWN CHANDLER TRANSIT CORRIDOR STUDY AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2014, by and between the City of Chandler (hereinafter referred to as "COC"), City of Mesa (hereinafter referred to as "COM"), municipal corporations duly organized and existing under the laws of the State of Arizona, and Valley Metro Rail, Inc. (hereinafter referred to as "METRO"), a non-profit corporation, duly organized and existing under the laws of the State of Arizona. COC, COM and METRO are sometimes hereinafter individually referred to as a "Party" and collectively referred to as the "Parties."

RECITALS

WHEREAS, METRO was formed to plan, design, build, operate and maintain the Light Rail Transit System ("LRT" or the "System"); and,

WHEREAS, METRO has entered into a Program Agreement to serve as the lead agency for the Regional Public Transportation Authority (RPTA) and be responsible for the planning, design, construction, operation and maintenance of high capacity Light Rail Transit (LRT) segments in the region; and,

WHEREAS, COC and COM desire that METRO perform the FIESTA-DOWNTOWN CHANDLER TRANSIT CORRIDOR STUDY ("Corridor Study") along a corridor located within the COC, COM and Town of Gilbert; and,

WHEREAS, the Parties agree that the work specified herein is for a Corridor Study to identify, and document where already identified, potential transit investments and any land use adjustments appropriate in the short-, mid-, and long-term to meet public transportation demand, recognizing that the long term assessment will include the potential for a High Capacity Transit solution, such as Bus Rapid Transit (BRT) or Light Rail Transit (LRT).; and,

WHEREAS, the Parties agree the Corridor Study provides tangible benefits to both COC and COM by, among other things, evaluating the need, determining the feasibility, evaluating alignment options, estimating the costs, identifying constraints, establishing requirements and developing land use plan alternatives for a future high capacity transit line within the Transit Corridor; and,

WHEREAS, the City Manager of COC is authorized and empowered by the Chandler City Council to execute contracts; and,

WHEREAS, the City Manager of COM is authorized and empowered by provisions of the Mesa City Charter to execute contracts; and,

WHEREAS, COC and COM have collectively agreed to expend a sum not to exceed SIX HUNDRED EIGHTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$687,500.00) for METRO's expenses incurred in conducting the Corridor Study ("Project Cost"); and,

WHEREAS, the COC has agreed to pay METRO for the Project Cost of the Corridor Study; and,

WHEREAS, the COM has agreed to reimburse the COC for FORTY-SIX and NINE TENTHS PERCENT (46.90%) of the Project Cost of the Corridor Study; and,

WHEREAS, the purpose of this Agreement, among other things, is to establish the Parties' duties and responsibilities with respect to the transfer of dollars from COC to METRO to fund the Project Cost of the Corridor Study; and,

WHEREAS, the purpose of this Agreement, among other things, is to establish the Parties' duties and responsibilities with respect to the transfer of dollars from COM to COC to reimburse COC for the COM Share of the Project Cost of the Corridor Study; and,

WHEREAS, COC and COM have been authorized by their City Councils to proceed with this Agreement and METRO has been authorized by its Board of Directors to proceed with this Agreement;

AGREEMENT

NOW THEREFORE, for and in consideration of the mutual covenants and considerations herein contained, it is agreed by the Parties as follows:

SECTION 1. DEFINITIONS

The following capitalized terms shall have the following meaning when used in this Agreement, unless a different meaning is clearly intended:

"METRO" means Valley Metro Rail, Inc., a non-profit corporation, duly organized and existing under the laws of the State of Arizona.

"COC" means the City of Chandler, a political subdivision of the State of Arizona.

"COM" means the City of Mesa, a political subdivision of the State of Arizona.

"Force Majeure" means any event which: (i) causes any Party to be unable to perform under this agreement; and (ii) is outside the reasonable control of the Party unable to perform and could not be avoided by such Party through the exercise of due care. Force Majeure events include, without limitation: terrorists, earthquakes, fires, floods, tornadoes, wars, labor strikes, or similar accidents, disputes or similar events.

SECTION 2. SCOPE OF WORK

METRO shall oversee and manage the work of the planning consultants and any other consultants under contract by METRO in performing tasks assigned to the consultant as indicated in Exhibit "A", attached hereto and incorporated herein by reference. METRO shall timely complete all tasks pursuant to the schedule listed in Exhibit "A". All work to be performed and identified on Exhibit "A" shall be performed by METRO's own employees and/or by competent and professional consultants and/or sub-consultants and included within the Project Cost for METRO's expenses incurred in conducting the Corridor Study.

The Project Cost of the Corridor Study is being funded by COC using local funds as compensation for METRO's expenses incurred in conducting the Corridor Study. The COM will reimburse COC for the COM Share of the Project Cost of the Corridor Study as described herein.

SECTION 3. COMPENSATION

As soon as reasonably practicable after the effective date of this Agreement, COC shall send by wire transfer, to the account listed in the wiring instructions provided by METRO, an amount representing the full Project Cost to METRO, and METRO shall hold these funds in an escrow account to pay expenses related to this Agreement as those expenses are incurred from time to time. Subsequently, and until the expiration of this Agreement or completion of the Corridor Study (whichever occurs first), METRO shall submit a written monthly progress report to COC and COM. METRO shall amend its current annual budget, if necessary, to include this Corridor Study as an item therein and shall include the remainder of the Corridor Study costs in its future annual budgets. Upon completion of the Corridor Study, all remaining funds, if any, shall be promptly returned to COC. If funds are returned to COC, then the COM Share shall be reduced to FORTY-SIX AND NINE TENTHS PERCENT (46.90%) of the amount that COC actually pays to METRO for the Corridor Study. COC and COM agree to pay Project Costs not to exceed SIX HUNDRED EIGHTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$687,500.00).

SECTION 4. METRO'S OBLIGATIONS

A. METRO shall be responsible for proper accounting, internal control, disbursement and financial reporting of any and all funds received from COC to METRO and any and all funds disbursed by METRO in connection with the Corridor Study.

B. METRO shall: (a) maintain such books and records as may be necessary to provide a complete and accurate understanding of all expenditures pertaining to this Corridor Study; (b) provide sufficient documentation to support and assure accurate accounting and appropriate expenditures; (c) keep and maintain all such books and records in accordance with generally accepted accounting principles; and, (d) provide proper internal oversight of this Corridor Study and of the expenses chargeable to it.

C. By the last business day of each month after work on the Corridor Study begins, METRO agrees to submit Monthly Progress and Financial Reports to the COC and COM for approval. The Monthly Progress and Financial Reports should set forth: (a) both Corridor Study progress and an itemization of expenditures for the prior month/interval; and, (b) both projected project progress and projected itemized expenditures for the current month/interval and for the upcoming month/interval.

D. If, at any time during the planning or execution of the Corridor Study, METRO believes or determines that requested services go beyond those in the Project Scope, or that the Project Cost of SIX HUNDRED EIGHTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$687,500.00) will be exceeded, METRO will give COC and COM advance written notice of the potential for an increase in the Project Cost. The Parties may agree, by amendment to this Contract, to share in any increased Project Costs of which METRO gives written notice.

E. Within sixty (60) days after the completion of the Corridor Study, METRO shall complete a Project Completion Report, which includes a reconciliation of Project Costs and the project budget, and a summary of the Corridor Study phase and finances. The report shall also contain a statement that all Corridor Study work has been completed to METRO's, COC's and COM's satisfaction and in compliance with all rules, regulations and laws.

F. METRO shall cooperate with the COC, COM and the Town of Gilbert as appropriate and reasonably necessary during and throughout the Corridor Study and reasonably follow the agreements outlined in the project management plan.

SECTION 5. COC OBLIGATIONS

A. As soon as reasonably practicable after the effective date of this Agreement, COC shall provide to METRO the Project Cost.

B. COC shall review and approve monthly financial reports within fifteen (15) calendar days of receiving the report, after which, METRO will be able to withdraw from the account containing the Project Cost funds transferred by COC and referenced in Section 3 above.

C. COC shall reasonably cooperate with METRO throughout the study and reasonably follow the agreements outlined in the project management plan.

SECTION 6. COM OBLIGATIONS

A. If a countywide transportation sales tax beyond Proposition 400 passes, the COM shall reimburse the COC an amount equal to FORTY SIX and NINE TENTHS PERCENT (46.90%) of the total Project Cost on or before January 1, 2027. If a countywide transportation sales tax does not pass the COM shall reimburse the COC an amount equal to 46.90% of the total Project Cost on or before January 1, 2034.

B. COM shall review and approve monthly financial reports provided by METRO within fifteen (15) calendar days of receiving the report.

C. COM shall reasonably cooperate with METRO throughout the study and reasonably

follow the agreements outlined in the project management plan.

D. Under no circumstances shall COM be obligated to pay more than forty-six and nine tenths percent (46.90%) of the Project Cost.

SECTION 7. TERM OF AGREEMENT

This Agreement shall be operative as between METRO and COC and COM until June 30, 2017, or the completion of the Corridor Study, whichever is the first to occur. This Agreement shall remain operative as between COC and COM until such time as the payments of the COM Share of the Project Cost of the Corridor Study to COC have been completed, or until January 1, 2034, whichever is the first to occur. The Parties do not intend that the term of this Agreement shall exceed any limitation imposed by law, including, without limitation, the laws of the State of Arizona, and agree to comply with any applicable requirements of such laws in connection with any renewal of the term of this Agreement.

SECTION 8. EFFECTIVE DATE

This Agreement shall take effect only after it has been approved by COC's City Council, approved by COM's City Council, approved by the METRO Board of Directors, executed by the duly authorized officials of each of the Parties, approved by the Parties' respective counsel and filed with the COC and COM City Clerk. The Effective Date of this Agreement is the date first set forth above.

SECTION 9. TERMINATION

This Agreement may be terminated for the convenience of the Parties upon thirty (30) days prior written notice delivered to each of the non-terminating Parties. Any Party may terminate for default immediately after the conclusion of the notice period as set forth in Section 12.

SECTION 10. AGREEMENT NON-ASSIGNABLE

METRO may not assign or otherwise transfer any of its rights or obligations hereunder to a third Party without the express prior written consent of COC and COM, which may be granted or withheld by COC and COM in their sole and absolute discretion. Any assignment or transfer without such prior written consent shall be void.

SECTION 11. INDEMNIFICATION

Except for claims arising solely and exclusively from the negligent or willful acts or omissions of COC and COM, their officers, officials, agents or employees (hereinafter referred to as "Indemnitee"), to the fullest extent of the law METRO shall indemnify, defend, save and hold the Indemnitee harmless from and against any and all claims, actions, liabilities, damages, losses, expenses and costs (including court costs, attorneys' fees and costs of claim processing, primary loss investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), loss or damage to tangible property and economic or financial loss of any character or any nature: (1) arising under this Agreement, or (2) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of METRO or any of its owners, officers, directors, agents, contractor or employees.

It is the specific intent of the Parties to this contract that the Indemnitee shall, in all instances except for loss or damage resulting from the sole and exclusive negligence of the Indemnitee, be indemnified against all liability, loss or damage of any nature whatever for or on account of any injuries to or the death of any person or damages to or the destruction of property belonging to any person, or for economic or financial losses arising out of or in any way connected with the performance of this Agreement.

It is agreed that METRO will be responsible for all costs associated with any primary loss investigation, defense and judgment.

SECTION 12. INSURANCE

METRO will maintain in force the insurance program approved the by METRO Member Cities' Risk Managers and included in METRO's fiscal year budgets.

SECTION 13. DEFAULT

Any Party shall be deemed in default under this Agreement upon the failure of such Party to observe or perform any material covenant, condition or agreement on its part to be observed or performed hereunder, and the continuance of such failure for a period of thirty (30) days after written notice by either of the other Parties, as required herein. Such notice shall specify the failure and request it be remedied, unless the Party giving notice agrees in writing to an extension of the time period prior to its expiration. However, if the failure stated in the notice cannot be corrected within the applicable period, it will not give rise to a default {00132625.1}

hereunder if corrective action is instituted within the applicable period and diligently pursued until the failure is corrected. In the event of a default hereunder, the non-defaulting Party(ies) may have a breach of contract claim and remedy against the other(s) in addition to any remedy provided or permitted by law; provided, however, that no remedy that would have the effect of amending any provisions of this Agreement shall become effective without the formal amendment of this Agreement.

SECTION 14. ISSUE RESOLUTION

Any dispute arising out of the interpretation of any provision of this Agreement, any policy matter or the determination of an issue of fact, which dispute is not resolved at staff level, shall be referred to METRO's Chief Executive Officer and a representative designated by the COC City Manager and COM City Manager. If, after good faith negotiations aimed at reaching an amicable solution, a dispute cannot be resolved, the dispute shall be presented to the METRO Board of Directors for resolution. If not resolved at this level, the dispute may be brought before a court of competent jurisdiction in Maricopa County, Arizona.

SECTION 15. AUDIT

All books, accounts, reports, files and other records relating to this Agreement under the custody or control of METRO or its contractors shall be subject, at all reasonable times, to inspection and audit by COC and COM for five (5) years after completion of this Agreement. Such records shall be produced at METRO offices as and when requested by COC or COM.

SECTION 16. NOTICE

Any notice, consent or other communication ("Notice") required or permitted under this Agreement shall be in writing and either delivered in person, sent by facsimile transmission; sent by email as a PDF attachment; deposited in the United States mail, postage paid, registered or certified mail, return receipt requested; or deposited with any commercial air courier or express service addresses as follows:

If intended for METRO:

Valley Metro Rail, Inc.
Attention: General Counsel
101 N. 1st Avenue, Suite 1300
Phoenix, AZ 85003
Fax: 602-262-2682

Email: mladino@valleymetro.org

and to:

Valley Metro Rail, Inc.
Attention: Director of Finance and Administration
101 N. 1st Avenue, Suite 1300
Phoenix, AZ 85003
Fax: 602-262-2682
Email: jmccormack@valleymetro.org

If intended for COC:

City of Chandler, Arizona
City Manager's Office
Mail Stop 605
P.O. Box 4008
Chandler, AZ 85244-4008
Fax: 480-782-2209
Email: rich.dlugas@chandleraz.gov

and to:

City of Chandler, Arizona
Transportation and Development Department
215 East Buffalo Street
Chandler, AZ 85244-4008
Fax: 480-782-3495
Email: dan.cook@chandleraz.gov

If intended for COM:

City of Mesa, Arizona
Christopher J. Brady, City Manager
PO Box 1466
Mesa, AZ 85211-1466
Email: Chris.Brady@mesaaz.gov

and to:

City of Mesa, Arizona
Office of Transit Services
PO Box 1466
Mesa, AZ 85211-1466
Email: Jodi.Sorrell@mesaaz.gov

Notice shall be deemed received at the time it is personally served or, on the day it is sent by facsimile transmission or email, on the second day after its deposit with any commercial air courier or express service, if mailed, three (3) days after the notice is deposited in the United States mail as provided. Any time period stated in a Notice shall be computed from the time the Notice is deemed received. Any Party may change its mailing address, FAX number, email address or the person to receive notice by notifying the other Party as provided in this Section.

Notice sent by facsimile transmission shall also be sent by regular mail to the recipient at the above address. The requirement for duplicate notice is not intended to change the effective date of the Notice sent by facsimile transmission.

SECTION 17. AMENDMENT

This Agreement may be modified or amended only by a written document executed by METRO, COC, and COM approved as to form by both City Attorneys, and filed with both City Clerks. Such document shall expressly state that it is intended by the Parties to amend specifically identified terms and conditions of this Agreement.

SECTION 18. APPLICABLE LAW AND LITIGATION

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Arizona. Any and all litigation between the Parties arising from this Agreement shall be litigated solely in the appropriate state court located in Maricopa County, Arizona.

SECTION 19. NON-WAIVER

No covenant or condition of this Agreement may be waived by any Party, unless done so in writing. Forbearance or indulgence by any Party in any regard whatsoever shall not constitute a waiver of the covenants or conditions to be performed by the other.

SECTION 20. SEVERABILITY

Any provision of this Agreement that is prohibited or unenforceable under the laws of the State of Arizona shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

SECTION 21. BENEFIT AND BINDING EFFECT

The terms and provisions of this Agreement shall inure to the benefit of and are binding on METRO, COC, and COM and their respective successors and permitted assigns.

SECTION 22. SURVIVAL

The indemnifications and limitations on liability provided in this Agreement shall have full force and effect notwithstanding any other provisions of this Agreement and shall survive any termination or expiration thereof.

SECTION 23. FURTHER ASSURANCES

The Parties hereto shall execute such other documents and take such other actions as may be reasonably necessary or proper to achieve the intent and purposes hereof.

SECTION 24. CONFLICTS OF INTEREST

All Parties hereto acknowledge that this Agreement is subject to cancellation by COC or COM pursuant to the provisions of Section 38-511, Arizona Revised Statutes.

SECTION 25. RELATED AGREEMENTS

This Agreement, together with the exhibits, instruments and other documents required to be executed and delivered in connection herewith is intended to be read in conjunction with any and all prior agreements and understandings of the Parties with regard to the subject matter hereof.

SECTION 26. CONSTRUCTION AND INTERPRETATION OF AGREEMENT

This Agreement, and each of its provisions, exhibits, terms and conditions, has been reached through negotiations between the Parties. Accordingly, each of the Parties expressly acknowledges and agrees that this Agreement shall not be deemed to have been authored, prepared or drafted by any particular Party, and that the rule of construction that resolves ambiguities against the drafting party shall not be employed in the interpretation of this Agreement.

SECTION 27. THIRD-PARTY BENEFICIARIES

This Agreement is intended to benefit the corporate and municipal interests of METRO, COC and COM alone, and no other person shall claim any implied right, benefit or interest in

such services. The Parties do not intend to create rights in or remedies to any third party as a beneficiary of this Agreement or of any duty, covenant, obligation or undertaking established under this Agreement.

SECTION 28. POLICE POWER

The Parties acknowledge the right vested in COC and COM pursuant to general law to exercise their police power for the protection of the health, safety and welfare of their constituents and their properties. Nothing in this Agreement shall be construed as precluding COC and COM from exercising such powers in connection with the subject matter hereof.

SECTION 29. COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT of 1986 (IRCA) and with A.R.S. § 23-211-§23-214

METRO understands and acknowledges the applicability of IRCA and of § 23-211 through § 23-214, Arizona Revised Statutes (A.R.S.), to it. METRO shall comply with RCA and with A.R.S. § 23-211 through § 23-214 in performing under this Agreement. To ensure that METRO and its subcontractors are complying with the provisions of this Section, COC and COM shall have the right to inspect the personnel and related records and papers of METRO and of its subcontractors pertaining to individuals performing work under this Agreement.

Further, COC and COM are prohibited by A.R.S. § 41-4401 from awarding an Agreement to any contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). For this reason, METRO shall ensure that both it and each of its subcontractors are in compliance with the requirements of A.R.S. § 23-214(A). In addition, both METRO and each of METRO's subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214(A).

A breach of any of the provisions of this Section shall be deemed a material breach of this Agreement and is subject to penalties up to and including termination of the Agreement.

SECTION 30. COUNTERPARTS.

This Agreement may be executed in any number of duplicate originals, photocopies and telecopies, all of which (once each of the Parties has executed at least one such duplicate original, photocopy or telecopy) will constitute one and the same document.

SECTION 31. INCORPORATION OF EXHIBITS

This Agreement in its entirety includes Exhibit "A", which is, by this reference, incorporated herein and made part hereof as though fully set forth. The Exhibit "A" of this Agreement is as follows:

EXHIBIT "A": Scope of Work

[Signatures appear on following page]

IN WITNESS WHEREOF, the Parties have each executed this Amendment as of the date first set forth above.

VALLEY METRO RAIL, INC. (METRO)
Stephen R. Banta, Chief Executive Officer

CITY OF CHANDLER
Rich Dlugas, City Manager

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Michael J. Ladino
General Counsel

By: _____
Kay Bigelow *KBM*
City Attorney

CITY OF MESA
Christopher J. Brady, City Manager

APPROVED AS TO FORM:

By: _____
Deborah Spinner
City Attorney

SCOPE OF WORK

BACKGROUND

There has been significant interest in advancing a future high capacity transit (HCT) option in the Arizona Avenue Corridor in Chandler and in west Mesa. Preliminary corridor options in West Mesa include, but are not limited to, Country Club Drive, Southern Avenue, and/or Dobson Road. The Fiesta-Downtown Chandler Transit Corridor Study (FDCTCS) will identify, and document where already identified, potential transit investments and any land use adjustments appropriate in the short-, mid-, and long-term to meet public transportation demand. The long-term assessment will include the potential for a HCT solution, such as Bus Rapid Transit (BRT) or Light Rail Transit (LRT), and alignment options. This Corridor Study may be utilized by Chandler and Mesa to advance the transit recommendations identified to be included in future MAG Regional Planning efforts and potential regional transportation funding initiatives.

The study area, to be referred to as the Fiesta-Downtown Chandler transit corridor, would lie mainly in the cities of Chandler and Mesa, but may also touch upon and affect part of the Town of Gilbert. Multiple activity centers, including the historic downtown areas of Chandler and Mesa, and the Mesa Fiesta District are within the proposed study area. The north and south portions of the study area have significantly differing characteristics such as land use, population density, transit ridership, etc. In addition, some portions of the alternative corridors contain major employment, regional destinations, and significant transit services, while other portions are under-developed or un-developed. All of these factors must be recognized and considered in the development of a HCT project that is tailored to the needs of the study area.

Previous studies have identified several potential transit priority corridors. The Valley Metro *Arizona Avenue High Capacity Transit Long Range Study* and the Maricopa Association of Governments (MAG) *Regional Transit Framework Study* have found the corridor generally centering on Arizona Avenue/Country Club Drive between Germann Road in the south and Main Street in the north, to have potential future demand for all-day high capacity transit service connecting with major employment centers and other regional destinations such as Downtown Chandler, the Mesa Fiesta District, and the existing Central Phoenix/East Valley (CP/EV) light rail transit (LRT) line. The *Valley Connections Central Phoenix / East Valley Major Investment Study (CP/EV MIS)* included Southern Avenue as part of the regional high demand transit corridor and considered the Southern Avenue alignment as a viable HCT alternative. More recently, Mesa has identified Southern Avenue and Dobson Road as transit priority corridors through the development of their Transit Master Plan, Transportation Master Plan, and General Plan Update.

The Valley Metro *Arizona Avenue High Capacity Transit Long Range Study* found that, in general, the Fiesta-Downtown Chandler transit corridor is already a good candidate for increased bus transit service, enhanced arterial limited stop bus service, and possible HCT in the planning horizon-year of 2035. The study area is already served by

Fiesta-Downtown Chandler Transit Corridor Study Scope of Work

local and express fixed-route bus service, including arterial limited stop bus service (LINK). Existing conditions present opportunities and challenges to the implementation of higher capacity transit services. These opportunities and challenges vary throughout the corridor because of differences in existing and planned land use patterns, transit availability, and transit performance and include (but may not be limited to) vacant or underutilized parcels, varying population levels and employment densities surrounding the corridor, LRT system operations impacts, and availability of funding for transit service operations and infrastructure enhancements.

In spite of the potential challenges, areas within the study area in Chandler and Gilbert may be poised for significant future growth in residential, commercial, and industrial uses, and public institutions are also anticipated to be expanded or added. Within Mesa, areas along the study corridor, such as Southern Avenue already have relatively high performing transit service and high use developments such as Mesa Community College and Desert Banner Health Center. With potential increases in population and employment densities and the development of vacant land areas and/or redevelopment of underutilized parcels, the Fiesta-Downtown Chandler transit corridor could emerge over time as a vibrant transit corridor capable of supporting an increased level of transit investment, including enhanced local bus service, bus rapid transit (BRT) or LRT.

The Valley Metro *Arizona Avenue High Capacity Transit Long Range Study* concluded that transit ridership in the corridor could be comparable to LRT performance of several western U.S. peer agencies such as Dallas, Denver, Sacramento, San Diego, and Seattle if supporting transit services (local bus, community circulator, etc.) were provided on roadways which parallel and intersect Arizona Avenue/Country Club Drive, and land use development strategies incorporating transit oriented development, and amended land use policies were implemented. To achieve these results will likely require an incremental investment in public transit and growth in development over the short-, mid-, and long-term time periods. Growth in development will need to be supported by changes in existing land uses and current maximum allowable densities to generate the level of ridership necessary to support a high capacity investment as a long-term investment objective. In the north segment of the study area, Mesa has already addressed some of the elements recommended in the study as part of their recently completed *General Plan Update*.

PURPOSE

The purpose of this study is to identify potential transit investments and land use adjustments appropriate in the short-, mid-, and long-term to meet the anticipated public transportation demand in Chandler and Gilbert and to identify the opportunities and challenges of advancing higher levels of transit service in Mesa within the proposed study area. Planned short-, mid-, and long-term transit operations and capital improvements have already been identified in Mesa as part of the recently completed *Transit Master Plan*. This information will be incorporated into the study to identify opportunities that exist within Mesa. Within Chandler and Gilbert, short-term, improvements may include enhancements to the local bus network, LINK, or other fixed

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route bus services. The analysis of potential long-term transit solutions for the corridor will include HCT investments such as BRT or LRT. If an HCT investment is recommended, the study will identify the mode, alignment, and associated capital and operating costs.

This study will refine and expand recommendations in the Valley Metro *Arizona Avenue High Capacity Transit Long Range Study*. Recommendations from the study included transit improvements, infrastructure investments and land use changes. Transit improvements include new bus routes, enhanced peak period service frequency, and BRT on Chandler Boulevard. The transit service improvements are intended to help build a stronger transit market and support an HCT corridor. Infrastructure investments such as narrowing roadways, developing complete streets and incorporating efficient open space (mini-parks, etc.) are recommended to help foster a more pedestrian and transit friendly environment. The City of Mesa is already implementing these transit-friendly roadway and right-of-way use strategies along Southern Avenue between Dobson Road and Alma School Road. Expansion beyond this initial segment is currently scheduled to begin in 2015. Additionally, the City of Mesa will commence work on bicycle and pedestrian improvements along Dobson Road before the end of the calendar year and is including a complete streets element in the forthcoming *Transportation Master Plan*. Finally, land use changes, including tools to enhance existing planned land use, are recommended to develop appropriate ridership demand necessary to support and sustain HCT.

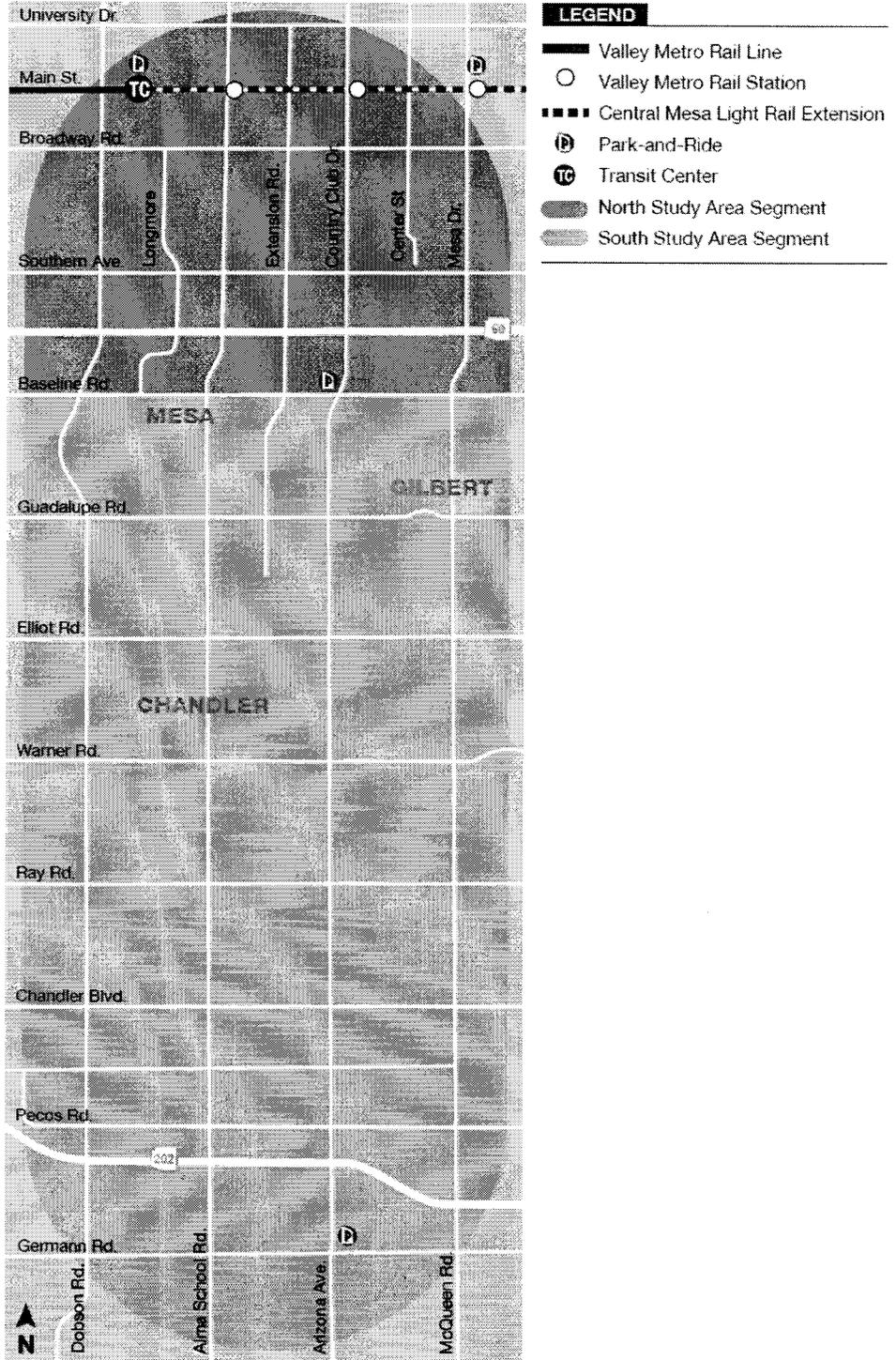
The FDCTCS study will also identify transit demand, existing and future, within the corridor and evaluate the feasibility of a range of transit alternatives from increasing existing bus service levels (local fixed route bus and/or LINK limited stop service) to a BRT or LRT solution in the corridor. This study will be coordinated with the ongoing MAG/Valley Metro *Southeast Valley Transit Service Study* to ensure compatibility with the proposed transit service recommendations. Existing, planned, and alternative land use patterns will be evaluated as part of this study to determine compatibility and need with the different transit service types considered. The general study area includes the Arizona Avenue/Country Club Drive corridor between approximately Loop 101 (Price Freeway) and McQueen Road/Mesa Drive and Germann Road and University Drive. Based on the level of recent planning work completed by the City Mesa, this study will draw heavily from the *City of Mesa Transit Master Plan, Transportation Master Plan, and General Plan Update* for the area generally north of Baseline Road.

Fiesta-Downtown Chandler Transit Corridor Study Scope of Work



BASE MAP

Fiesta-Downtown Chandler Transit Corridor Study



SCOPE OF SERVICES OUTLINE

The study will assess different transit service improvements in the study area, including local bus, LINK, BRT, and LRT options and evaluate the compatibility of these services with existing, planned, and alternative land use patterns. The evaluation will include the identification of transit alignments, operating characteristics, capital improvements, and land use adjustments necessary to support the alternatives considered. Valley Metro and the Consultant will provide the following planning services:

- Task 1.0: Project Management Plan (PMP)
- Task 2.0: Agency and Public Outreach
- Task 3.0: Project Research
- Task 4.0: Development of Alternative Transit Service Scenarios
- Task 5.0: Development of Enhanced Land Use Scenario
- Task 6.0: Evaluation of Transit Corridor Alternatives
- Task 7.0: Travel Demand Assessment
- Task 8.0: Traffic Impact Analysis
- Task 9.0: Development of Final Report

Task 1.0: PROJECT MANAGEMENT PLAN (PMP)

The purpose of a PMP is to define the procedures and processes associated with administering the study from project kick-off through delivery and acceptance of the final report. At the commencement of the study, the project team will develop a PMP with the following elements:

- Project organization chart
- Team member roster with contact information and general project responsibilities
- Project communications protocols
- Community and study talking points
- Work products / deliverables
- Quality control process
- Project schedule

Fiesta-Downtown Chandler Transit Corridor Study Scope of Work

Key Understandings: Valley Metro and Consultant will be responsible for preparing and distributing the PMP to all project team members.

Task Deliverable: Project Management Plan

Task 2.0: AGENCY AND PUBLIC OUTREACH

Valley Metro will prepare a Public Involvement Plan (PIP) and be responsible for executing all public outreach activities, with support from the Consultant, including the following:

- The PIP will identify a public outreach schedule and define the outreach activities. The plan will include opportunities to meet with the appropriate boards, commissions, and councils in each city.¹
- Coordinate study progress with Chandler, Gilbert, and Mesa staff through a Valley Metro-facilitated Project Management Team (PMT) comprised of selected staff representatives of Valley Metro, Chandler, Gilbert, and Mesa.

Key Understandings: Valley Metro and Consultant will be responsible for establishing and facilitating PMT meetings and public outreach activities; preparing materials (e.g., graphics, PowerPoint presentations) for public outreach meetings and website posting; preparing graphics, maps, and other materials for use in interfacing with each jurisdiction's staff; and providing additional staff support as needed for project-sponsored meetings and community events.

Task Deliverable: Consultant will provide information and/or otherwise support development of the PIP as well as miscellaneous graphics and documents associated with implementation of the PIP.

¹ The following quantity of outreach meetings are assumed for budgeting purposes only. The actual number of meetings will be defined through the development of the PIP. Two meetings at each city's transportation commission; one meeting at each city's planning commission; two presentations at the City of Mesa Transportation Advisory Board; one meeting at the Transportation and Development Subcommittee of the Chandler City Council; two meetings each with Chandler City Council, Mesa City Council, and Gilbert Town Council; and four general public meetings.

TASK 3.0: PROJECT RESEARCH

Through this task, Valley Metro will develop a clear purpose statement to guide the study and to help determine the need for increased levels of transit service in the study area. Valley Metro will develop goals and objectives for the study process in collaboration with the PMT.

Also in this task, Valley Metro will document recent plans and current conditions in the project study area to build a solid foundation for the analysis; ensure consideration of all relevant information; and develop an understanding of community objectives, opportunities, and constraints. Where applicable, information from the City of Mesa's *Transit Master Plan*, *Transportation Master Plan*, and *General Plan Update* will be reviewed and directly incorporated into the study.

Subtask 3a: Refine Study Area

Valley Metro, in collaboration with the PMT, will review and refine the study area as necessary.

Subtask 3b: Review Existing Studies

Valley Metro will summarize related plans, reports, and studies completed during the last ten years. Documentation will include the title, authors, completion date, sponsoring agency, and a summary of findings pertinent to FDCTCS. Related studies include, but are not limited to:

- Valley Metro Origin and Destination Study (2010)
- Valley Metro Park-and-Ride Survey (2013)
- Valley Metro System Configuration Study (2009)
- Arizona Avenue High Capacity Transit Long Range Study (2012)
- MAG Regional Transportation Plan Update (2010)
- MAG Regional Transit Framework Study (2010)
- MAG Commuter Rail System Study (2010)
- MAG Southeast Corridor Major Investment Study (2012)
- MAG Central Phoenix Transportation Framework Study (in progress)
- MAG Sustainable Transportation and Land Use Integration Study Need (2013)
- MAG / Valley Metro Southeast Valley Transit System Study

Fiesta-Downtown Chandler Transit Corridor Study Scope of Work

- City of Chandler General Plan (2008)
- City of Chandler Downtown-South Arizona Avenue Corridor Area Plan (2006)
- City of Chandler South Arizona Avenue Design Guidelines (2010)
- City of Chandler Transportation Master Plan (2010)
- City of Chandler High Capacity Transit Major Investment Study (2003)
- Valley Connections Central Phoenix / East Valley Major Investment Study (CP/EV MIS)
- City of Mesa General Plan Update
- City of Mesa Transit Master Plan
- City of Mesa Transportation Master Plan
- Town of Gilbert General Plan
- Other relevant transportation studies (including those from the Arizona Department of Transportation) and planning documents

Subtask 3c: Document and Map other Existing Conditions

Existing conditions of the following elements will be researched, mapped, and documented:

- Major roadways and number of lanes
- Roadway functional classification
- Signalized intersections
- Existing transit services and facilities
- Planned and proposed transportation improvements
- Existing land use
- Planned land use
- Activity centers
- Existing and projected population and employment

Subtask 3d: Conduct Interviews with Agency Staff

To ensure that no essential study area characteristics or issues are overlooked, Valley Metro will conduct up to six (6) interviews (total) with City of Chandler, Town of Gilbert, and City of Mesa staff. Wherever possible, group interviews will be scheduled to conserve study resources and maximize the number of contacts. Valley Metro will also be available to talk with other organizations and stakeholders, either in person or by telephone, upon request.

Subtask 3e: Develop Goals and Objectives

Develop goals and objectives for the study based on information gathered from documents, interviews, and input from PMT members to meet the overarching goal of evaluating the feasibility of a HCT investment in the study corridor.

Subtask 3f: Opportunities and Challenges Analysis

Based on the information gathered in Tasks 3b through 3e, Valley Metro will perform an analysis of opportunities and challenges regarding the introduction of various levels of increased transit service and capital investment in the corridor. Valley Metro will map and describe the results of the analysis, which will treat transit as an integral part of the multimodal transportation system and of the urban fabric. Where appropriate, the analysis will distinguish between immediate and longer-term issues. Photographs or other illustrations will be provided as needed to explain or describe potential opportunities or challenges. Opportunities and challenges may include, but are not limited to, a range of engineering and community issues, such as available right-of-way, existing transit supportive land uses, HCT supportive structures (i.e. underpass, overpass, etc.), community support, and potential LRT operations impacts to service in Tempe and Mesa.

Subtask 3g: Technical Memorandum No. 1

Valley Metro will prepare Technical Memorandum No. 1, Study Objectives, Issues, and Opportunities, including the inventory of existing conditions. Valley Metro will present the document to the PMT and then submit it to the PMT members for additional comment. Valley Metro will incorporate revisions in the appropriate chapter of the Draft Final Report.

Task Deliverable: Technical Memorandum No. 1

TASK 4.0: DEVELOPMENT OF ALTERNATIVE TRANSIT SERVICE AND CAPITAL IMPROVEMENT SCENARIOS

Valley Metro will develop and evaluate transit alternatives that will consider a range of transit investments for short-, mid-, and long-term time periods considering the varying levels of transit service in the corridor alternative. Two alternatives that will be included are the Fiesta alignment along Dobson Road and Southern Avenue with a connection into Arizona Avenue, and the Arizona Avenue alignment similar to what was identified in the Valley Metro *Arizona Avenue High Capacity Transit Long Range Study*. For each of the time frames, the study team, working in conjunction with the PMT, will evaluate up to four (4) transit service and capital improvement scenarios, a total of twelve scenarios.

Potential transit investments to be considered range from increasing service levels of existing transit services and introducing new local or key local bus routes, to consideration of higher capacity or premium services such as arterial limited stop bus service (LINK), BRT (Small Starts and New Starts level of investment), or LRT. As previously stated in the study purpose, planned short-, mid-, and long-term transit operations and capital improvements identified in Mesa's recently completed *Transit Master Plan* will be incorporated into the study. An evaluation of the alternative scenarios and associated key corridors will be completed in Task 6.0.

Potential funding sources will also be identified for consideration of Chandler and Mesa.

Valley Metro and the Consultant will develop the alternative service scenarios in the context of existing and projected transit ridership, travel markets, demographics, and transit service deficiencies. The following will be identified for each of the alternatives:

- Key corridor routing
- Roadway cross-sections
- Passenger facility locations
- Fleet type and quantity
- Transit priority treatments, such as transit signal priority, queue jumps, and lane dedication
- Operating characteristics
- Operating costs
- Capital costs

For HCT, Valley Metro will evaluate alternate alignments and modes with consideration of existing and future land uses.

Fiesta-Downtown Chandler Transit Corridor Study Scope of Work

Future studies outside this scope of work will address passenger facilities and roadway configuration options in more detail. However, for this study, the roadway cross section for dedicated lane concepts such as BRT and LRT in Chandler along Arizona Avenue north of Ray Road will be narrowed from 6 to 4 through lanes (2 in each direction). Where on-street parking exists south of Ray Road, parking will be removed to accommodate HCT. In Mesa, two roadway alignments will be considered. For purposes of this study it is assumed that the roadway configuration within Mesa will accommodate no fewer than 4 lanes (2 in each direction).

Key Understandings: Alignment alternatives will include conceptual drawings illustrating number of lanes, passenger facility locations, potential right-of-way needs, and transit priority treatments. Detailed park-and-ride site plan drawings and station plans are not included as part of this scope of services. Up to five (5) typical roadway cross-sections drawings will be prepared.

Task Deliverable: Transit Service Alternatives Memo

TASK 5.0: DEVELOPMENT OF ENHANCED LAND USE SCENARIO

Valley Metro, the Consultant, and PMT will develop an enhanced land use scenario, consistent with transit oriented development, to better evaluate the feasibility of transit service and capital investments in the short-, mid- and long-term time periods. This enhanced land use scenario will consider the existing major land uses, such as Fiesta Mall, Mesa Community College, and major employers, and will only examine project features that will support high capacity transit. The enhanced land use scenario developed through the *Valley Metro Arizona Avenue High Capacity Transit Long Range Study* will serve as the baseline for developing an updated long-term land use scenario only along Arizona Avenue in Chandler and Country Club Drive in Mesa. With direct input from all affected study area municipalities, the updated enhanced land use scenario will consider reasonable and necessary changes in land use designations, if any, including but not limited to changes in maximum allowable density and allowable uses (e.g. industrial to commercial).

Valley Metro and the Consultant will work with the City of Chandler and the Town of Gilbert staff to identify and recommend/review potential changes to City/Town documents and policies such as the General Plan, zoning, and Area Plans. For the City of Mesa, Valley Metro will review existing land use policies to determine if any changes may be needed to enhance competitiveness in the federal funding grant process.

Fiesta-Downtown Chandler Transit Corridor Study Scope of Work

Key Understandings: Approaches for achieving enhanced land use objectives, such as, adjustments to floor area ratios, building set-backs, on-site parking requirements etc. will be described in the task deliverable to document potential local policy considerations. The Consultant's Land Use Planner will be a key participant in this task.

Task Deliverable: Enhanced Land Use Memo with a conceptual land use rendering showing necessary land use patterns and intensities.

TASK 6.0: EVALUATION OF TRANSIT ALIGNMENT/ROUTING ALTERNATIVES

Valley Metro will evaluate the bus routes and HCT alignments and mode alternatives identified in Task 4.0. The evaluation will include two phases:

- **Initial Screening:** Conceptual assessment that evaluates the long list of transit alternatives using qualitative criteria.
- **Final Screening:** Detailed assessment that evaluates the short list of alternatives using quantitative criteria.

To support the evaluation, ridership estimates will be prepared using the MAG Regional Travel Demand Model for the alternatives being evaluated as part of the final screening only (see Task 7.0).

Using the results of the evaluation, the Consultant will identify the top short-, mid-, and long-term alternatives for the study area. For each time frame, the recommendations will include an alignment/routing map and typical roadway cross-sections. One (1) stop/station area rendering will be prepared to illustrate a general design concept within the corridor. In addition, passenger facility (stations and park-and-rides) location recommendations, fleet assumptions, transit priority treatments, right-of-way needs, operating characteristics, and operating and capital costs, more detailed than the prior Arizona Avenue Study, will be prepared. Passenger facility recommendations are being included in the study for planning and cost estimation purposes only. To provide flexibility for future decision-making, passenger facilities will be documented in text and supporting graphics as illustrative locations only. More detailed analyses will be required at a later date to determine final station and park-and-ride locations if a project is advanced in the future. For HCT recommendations, fixed guideway requirements will also be identified. A preliminary evaluation of federal funding competitiveness will be completed as part of the final screening process, including steps that the communities and region can take to make the corridor more competitive. Finally, phasing opportunities will be reviewed as part of this task to identify reasonable options for developing a future HCT corridor in an incremental approach as needed to meet passenger demand and funding availability.

Fiesta-Downtown Chandler Transit Corridor Study Scope of Work

Key Understandings: Evaluation criteria will be developed cooperatively between the PMT, Valley Metro, and the Consultant.

Task Deliverable: Evaluation of Transit Alignment/Routing Alternatives Memo including the recommendations for short-, mid-, and long-term transit improvements for the study area.

TASK 7.0: TRAVEL DEMAND ASSESSMENT

Valley Metro will assess projected travel demand for each of the alternative service scenarios defined in Task 4.0 and the long-term enhanced land use scenario defined in Task 5.0. Travel demand will be projected using the MAG Regional Travel Demand Model as well as off-model tools including spreadsheet based approaches. The modeling effort will consider the following:

- Current *Regional Transportation Plan* forecasted service
- Study area-wide transit service investments (defined in Task 4.0)
- Enhanced land use scenario
- Combined improved bus connections and enhanced land use (defined in Task 4.0)
- Alternative model runs with the enhanced land use scenario (defined in Task 5.0) will be completed

Key Understandings: Up to eight (8) travel demand model scenarios will be completed.

Task Deliverable: Travel Demand Memo

TASK 8.0: TRAFFIC IMPACT ANALYSIS

The purpose of this task is to determine if an HCT investment will have any significant traffic impacts to vehicle operations within the study area. A high level traffic impact analysis will be completed using existing traffic data available from stakeholder jurisdictions and Valley Metro and results from the travel demand modeling work completed as part of Task 7.0. Changes in roadway segment level of service (LOS) will be documented in a traffic impact analysis memo.

Key Understandings: All data will be derived from the MAG Travel Demand Model or stakeholder jurisdictions. No new or additional traffic data will be collected by Valley Metro or the Consultant. The traffic impact analysis will only be conducted on the preferred long-term alternative.

Task Deliverable: Traffic Impact Analysis of Long-term Alternative Memo

TASK 9.0: DEVELOPMENT OF FINAL REPORT

A final report documenting the study research, assumptions, opportunities and challenges, evaluation of results, and recommendations will be prepared under this task. A strategic implementation plan will be incorporated into the FDCTCS Final Report. The plan will outline the incremental steps and or actions necessary, including changes in local land use, to build the level of demand necessary within the study area to support continuously higher levels of transit investment. The strategic plan will address potential land use policy actions and the phasing of increasingly higher levels of transit service and capital improvements over the short-, mid-, and long-range time periods.

Examples of potential actions that may be necessary to support an HCT investment in the study area includes changes in local zoning (including up-zoning or addition of new code categories) and adjustments to parking policies, building set-back codes and/or floor area ratio requirements. To build a comprehensive transit network to support an HCT investment, additional funding beyond what is currently generated or allocated will need to be identified. The Final Report will include a description of potential actions that may help create a local land use and transportation environment capable of supporting a future HCT investment.

If an HCT alternative is identified through the study process, Valley Metro will assist Chandler, Mesa, and Gilbert in preparing a Recommended Alternative (RA) for further regional planning work, and will assist with the presentation of the RA at Council Meetings. Passenger facilities, right-of-way requirements, capital cost, and other project development details will be documented in the Final Report as illustrative only.

Key Understandings: A strategic implementation plan will be incorporated into the Final Report. A separate Executive Summary will be prepared to compliment the Final Report.

Task Deliverable: FDCTCS Final Report and Executive Summary

Fiesta-Downtown Chandler Transit Corridor Study Scope of Work

SCHEDULE

This scope of work is projected to be completed in approximately 24 months from the notice to proceed. The following milestone dates are assumed:

Task	Description	Milestone Date
1	Project Management Plan (PMP)	2 weeks from NTP
2	Agency and Public Outreach	Ongoing
3	Project Research	1 month from NTP
4	Development of Alternative Transit Service and Capital Scenarios	6 months from NTP
5	Development of Enhanced Land Use Scenario	8 months from NTP
6	Evaluation of Transit Alignment/Routing Alternatives	12 months from NTP
7	Travel Demand Assessment	14 months from NTP
8	Traffic Impact Analysis	16 months from NTP
9	Development of Final Report	20-24 months from NTP

Fiesta-Downtown Chandler Transit Corridor Study Scope of Work

BUDGET

The study budget, which includes the labor, fixed fee, contingency, and direct costs² is \$687,500.

Task	Description	Cost
1	Project Management Plan (PMP)	\$5,320
2	Agency and Public Outreach	\$99,225
3	Project Research	\$58,919
4	Development of Alternative Transit Service and Capital Scenarios	\$92,329
5	Development of Enhanced Land Use Scenario	\$45,608
6	Evaluation of Transit Alignment/Routing Alternatives	\$63,214
7	Travel Demand Assessment	\$145,699
8	Traffic Impact Analysis	\$48,171
9	Development of Final Report	\$66,515
	Contingency	62,500
	Total Cost	\$687,500

² Direct costs include, but are not limited to the following: printing, advertisements, food and beverages for public outreach activities, interpreters, facility rentals, etc.