



**PURCHASING ITEM
FOR
COUNCIL AGENDA
Memo No. CA08-224**

1. Agenda Item Number:
35
2. Council Meeting Date:
May 8, 2008

TO: MAYOR & COUNCIL
THROUGH: CITY MANAGER

3. Date Prepared: March 25, 2008
4. Requesting Department: Public Works

5. SUBJECT: Award a professional services contract to TranSystems for Site Selection, Preliminary Engineering, Environmental Documentation, and Potential Design for Construction of Two Transit Centers, Project No.ST0627-101, in an amount not to exceed \$349,693.

6. RECOMMENDATION: Staff recommends that Council award a professional services contract to TranSystems for Site Selection, Preliminary Engineering, Environmental Documentation, and Potential Design for Construction of Two Transit Centers, Project No.ST0627-101, in an amount not to exceed \$349,693.

7. BACKGROUND/DISCUSSION: The 2002 Chandler Transit Plan Update recommended expansion of bus service into south Chandler and construction of two new transit centers, one in south Chandler and one in the Historic Downtown area. The purpose of this project is to complete site selection, preliminary engineering, and environmental review for these facilities in conformance with federal funding requirements. This will include analysis of land use, socioeconomic, environmental and engineering data; developing site selection criteria; identifying and evaluating potential sites; preparing technical reports and 30% schematic designs; and preparing final recommendations to present to the Chandler Transportation Commission and City Council. The work will also include soliciting public comments and coordinating with various City Departments, Valley Metro, Maricopa Association of Governments (MAG), and the Federal Transit Administration (FTA).

Funding for transit center construction and bus service expansion is provided in the Regional Transportation Plan (Proposition 400), approved by Maricopa County voters in 2004. Bus service will be extended to south Chandler along Dobson Road this summer, Arizona Avenue in 2012 and Alma School Road in 2014. Three neighborhood circulator routes are also planned for future implementation in the south Chandler area. Increased transit service and new neighborhood circulator routes are also planned for Downtown Chandler, including new Bus Rapid Transit service on Arizona Avenue beginning in 2011.

8. EVALUATION: The City selection process was developed in accordance with the state law for selecting professional services. Five (5) Statements of Qualifications were received from qualified firms on August 23, 2006. The selection committee included the following members:

Mike Normand, Transportation Services & Planning Manager
Adam Clark, Project Manager
Sam Hanna, Senior Transportation Manager
Bart Brown, Landscape Architect
Dan Henderson, Resident

The committee conducted interviews and discussions with TranSystems, A Dye Design, and Aztec Engineering. TranSystems was selected based on qualifications, design capability, current workload, and experience, and is recommended for approval of this contract. Final site selection of the two transit centers is scheduled for Summer 2009.

9. FINANCIAL IMPLICATIONS:

Cost: \$349,693
 Savings: N/A
 Long Term Costs: N/A

Fund Source:

<u>Acct. No.:</u>	<u>Fund Name:</u>	<u>Program Name:</u>	<u>CIP Funded:</u>	<u>Amount:</u>
216.3310.0000.6517.7ST536	LTAf II	South Chandler Transit Center	FY 06/07	\$ 100,000
216.3310.0000.6517.7ST544	LTAf II	Downtown Chandler Transit Center	FY 06/07	\$ 50,000
216.3340.0000.5219	Local Transportation Assistance (LTAf)	Transit Operations	FY 07/08	\$ 199,693

Note: LTAf II funds can only be used for transit purposes. LTAf funds have historically been used to fund transit operations in Chandler.

10. PROPOSED MOTION: Move that Council award a professional services contract to TranSystems for Site Selection, Preliminary Engineering, Environmental Documentation, and Potential Design for Construction of Two Transit Centers, Project No.ST0627-101, in an amount not to exceed \$349,693, and authorize the Mayor to sign the contract documents.

ATTACHMENTS: Location Map, Contract

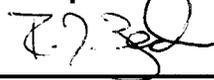
APPROVALS

11. Requesting Department



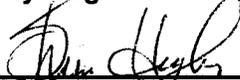
Daniel W. Cook, Deputy Public Works Director

13. Department Head



R.J. Zeder, Public Works Director

12. City Engineer



Sheina Hughes, Assistant Public Works Director/City Engineer

14. City Manager



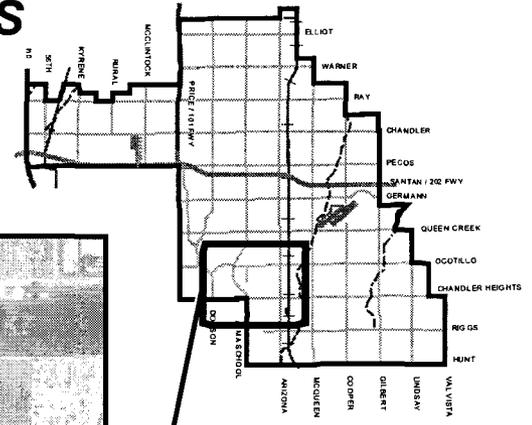
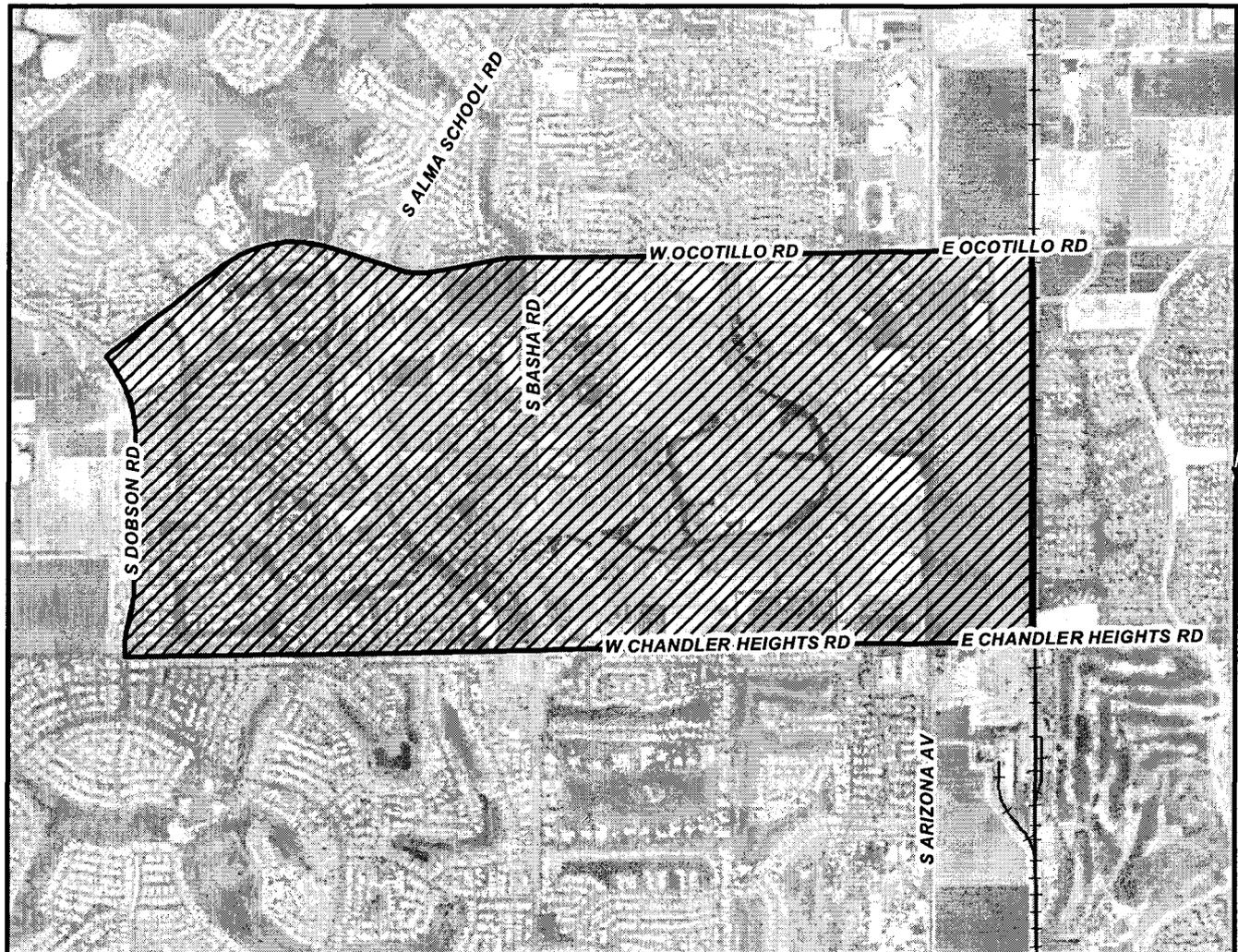
W. Mark Pentz



SITE SELECTION FOR TWO TRANSIT CENTERS

SOUTH SITE

ST0627-101



MEMO NO. CA08-224

 SOUTH SITE PROJECT AREA



PROFESSIONAL SERVICES CONTRACT

Project Name: Transit Center Site Selection

Project No. ST0627-101

THIS AGREEMENT is made and entered into this _____ day of _____, 2008, by and between the City of Chandler, a Municipal Corporation of the State of Arizona, hereinafter referred to as "CITY", and TranSystems Corporation, a Missouri Corporation, licensed to do business in the State of Arizona, hereinafter referred to as "CONSULTANT".

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

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

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

1. **CONTRACT ADMINISTRATOR**

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

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

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

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

4. **FEE SCHEDULE:** For the services described in paragraph 2 of this Agreement, CITY shall pay CONSULTANT a fee not to exceed the sum of Three Hundred Forty Nine Thousand Six Hundred Ninety Three dollars (\$349,693) in accordance with the fee schedule attached hereto as Exhibit B and incorporated herein by reference.

5. **TERM:** Following execution of this Agreement by CITY, CONSULTANT shall immediately commence work and shall complete all services described herein within Three Hundred (300) calendar days from the date hereof.

6. **TERMINATION:** CITY reserves the right to terminate this Agreement or any part thereof for its sole convenience with fifteen (15) days written notice. In the event of such termination, CONSULTANT shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and subconsultants to cease such work. As compensation in full for services performed

to the date of such termination, the CONSULTANT shall receive a fee for the percentage of services actually completed.

7. TERMINATION WITH CAUSE

"This Agreement may be terminated by CITY for cause should the CONSULTANT fail to perform any provision of this Agreement, including without limitation, for any of the following reasons:

- (a) CONSULTANT abandons Work;
- (b) CONSULTANT assigns or attempts to assign its rights or obligations under this Agreement or any part thereof to any third-party (without the prior written consent of CITY);
- (c) CONSULTANT is adjudged bankrupt or insolvent, makes a general assignment for the benefit of creditors, has a trustee or receiver appointed for its property, or files a petition to take advantage of any debtor's act;
- (d) CONSULTANT fails or refuses to perform any obligation under the Agreement, or fails to remedy such nonperformance within seven (7) days after its occurrence;
- (e) CONSULTANT fails to comply with any applicable Laws and fails to remedy such nonperformance within seven (7) days after its occurrence;
- (f) CONSULTANT fails to achieve the required dates for performance required pursuant to the Agreement.

The CITY'S right of termination for cause as set forth herein shall be in addition to, and not a limitation of, any and all other remedies available to CITY at law, in equity, or under the terms and provisions of this Agreement."

8. **INDEMNIFICATION:** To the fullest extent permitted by law, CONSULTANT shall defend, indemnify and hold harmless the City of Chandler, its agents, representatives, officers, directors, officials and employees, individually and collectively, (hereinafter CoC) from and against all losses, claims, damages, suits, actions, payments, judgments, demands, expenses and costs, including, but not limited to, attorney's fees, defense costs, court costs, and the cost of appellate proceedings, or actions of any kind and nature, wages or overtime compensation due employees in rendering service under this Contract and whether to any person or property, including natural resources and any claim made under the Fair Labor Standards Act or any other federal or state laws, related to, arising out of, or alleged to have resulted from acts, errors, mistakes, omissions, work or services of the CONSULTANT, its employees, agents, or any tier of subconsultants in the performance of this Contract or of any other person for whose acts, errors, mistakes or omissions CONSULTANT may be legally liable, and from any claims or amounts arising or recovered under Workers' Compensation laws or any other law, bylaw, or ordinance, order or decree or any failure on the part of CONSULTANT, its agents, employees or representatives to fulfill CONSULTANT'S obligations under this Contract. The provisions of this paragraph shall survive termination of this Contract.

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

9. **INSURANCE REQUIREMENTS:** CONSULTANT shall provide and maintain the insurance as listed in Exhibit C attached hereto and made a part hereof by reference.
10. **ENTIRE AGREEMENT:** This Agreement constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Agreement may not be modified or amended except by a written document, signed by authorized representatives or each party.

11. **CONFLICT OF INTEREST:** CONSULTANT stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement.

Pursuant to A.R.S. Section 38-511, CITY may cancel this Agreement within three (3) years after its execution, without penalty or further obligation by CITY if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of CITY is, at any time while this Agreement is in effect, an employee of any other party to this Agreement in any capacity, or a consultant to any other party of this Agreement with respect to the subject matter of this Agreement.

12. ALTERNATE DISPUTE RESOLUTION

REQUIREMENT FOR ALTERNATIVE DISPUTE RESOLUTION: Notwithstanding anything to the contrary provided elsewhere in the Agreement documents, the alternate dispute resolution (ADR) process provided herein shall be the exclusive initial means for resolution of claims or disputes and other matters in question between CITY and CONSULTANT arising out of, or relating to the Agreement documents, interpretation of the Agreement, or the performance or the breach by any party thereto, including but not limited to, original claims or disputes asserted as cross claims, counterclaims, third party claims or claims for indemnity or subrogation, in any threatened or ongoing litigation or arbitration with third parties, if such disputes involve parties to Agreements containing this ADR provision.

A. INTERNAL RESOLUTION PROCESS

1. **Notice:** CONSULTANT shall submit written notice of any claim or dispute to the Contract Services Representative within thirty (30) days of the occurrence, event or disputed response from CITY for immediate resolution pursuant to these provisions. Each claim or dispute shall be submitted and resolved as they occur and not postponed until the end of the Agreement nor lumped together with other pending claims.
2. **Forfeiture:** Failure to submit a notice of any claim, dispute, or other issue within such thirty (30) days shall constitute CONSULTANT'S forfeiture of its right to dispute the issue, raise the claim or make the request.
3. **CITY Response:** The Agreement Administrator will provide to CONSULTANT a written response to any claim, request for clarification or dispute on or before thirty (30) days from receipt of CONSULTANT'S written claim.
4. **Appeal:** If CONSULTANT disagrees with the response of the Contract Services Representative, within fifteen days of the date of the response by the Agreement Administrator, CONSULTANT shall file with the Assistant Public Works Director/City Engineer, written notice of appeal. The Contract Services Representative shall provide copies of all relevant information concerning the Agreement and claim or dispute to the Assistant Public Works Director/City Engineer who will determine the appeal. The Assistant Public Works Director/City Engineer may request additional information from either party, may hold an informal informational hearing or may make the determination based on the information provided. The Assistant Public Works Director/City Engineer shall make a final determination of the appeal and provide written notice to CONSULTANT within sixty (60) days from the date of CONSULTANT'S written notice of appeal.

B. MEDIATION

1. City and Consultant agree that any claim, dispute or other disagreement arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution.
2. The City and Consultant agree to use timely and good faith efforts to resolve all claims, disputes and other matters in question between them by mediation under the provisions of the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect as of the date of this Agreement. City and/or Consultant shall request mediation by providing such request in writing and delivering it to the other party to the Agreement, and filed with the person or entity (American Arbitration Association) administering the mediation. Either party may request such mediation at the same time they file their claim or demand for binding dispute resolution. However, in that event mediation must occur before the binding dispute resolution proceedings which must be stayed pending mediation for a period of 60 days from the date of the filing of the claim, unless they are stayed for a longer period either by agreement of the parties or court order. If an arbitration proceeding is stayed, the parties may proceed with the selection of the arbitrator and agree on a schedule for later proceedings for binding arbitration.
3. The City and Consultant will share equally the mediator's fee and any filing fees. The mediation shall be held at a mutually agreeable location in the City of Chandler, Arizona. Unless mutually agreed otherwise the mediation shall be conducted in the Chandler, Arizona City Hall. Any agreement reached in mediation may be enforced by either the City, the Consultant or both, and settlement in a court having jurisdiction thereover.
4. If the City and Consultant do not resolve their dispute through such non-binding neutral mediation, the method of binding dispute resolution shall be by binding arbitration.

C. ARBITRATION

5. All disputes involving claims at or below \$500,000 between the City and Consultant not resolved by non-binding neutral mediation shall be subject to binding arbitration administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A formal demand for arbitration must be made in writing and delivered to the other party to this Agreement and filed with the person or entity administering the arbitration. Consultant shall post a cash bond with the CITY in the amount of \$5,000.
6. A demand for arbitration must not be made earlier than at the same time of a filing of a request for mediation. City and Consultant agree that no demand for arbitration shall be made after the running of the applicable statute of limitations for the claims asserted. The tendering by either party of a written demand for arbitration shall constitute the commencement of legal and/or equitable proceedings for statute of limitations purposes.
7. Any arbitration award rendered by an arbitrator pursuant hereto shall be final and either City and/or Consultant may enter said award as a judgment in accordance with the Uniform Arbitration Act as enacted in Arizona in A.R.S. 12-1501 et seq.
8. City and Consultant agree that the arbitrator or arbitration panel selected hereunder shall not have authority to award punitive damages, and any such punitive damage award shall be void. The arbitrator or arbitration panel shall also be without authority to issue an award against either the City or the Consultant in excess of \$500,000 exclusive of interest, arbitration fees, costs and attorneys fees. If any award is made against either party hereto in excess of \$50,000 exclusive of interest arbitration fees, costs and attorneys fees it must be supported by appropriate written findings of fact and conclusions of law and a statement as to how the damages were calculated.

9. To reduce the possibility of inconsistent adjudications, the arbitrator or arbitration panel may at the request of either party join and/or sever parties and/or claims arising under other agreements containing this ADR provision, and may on its own authority join or sever parties and/or claims subject to this ADR process as they deem necessary for a just resolution of the dispute, consistent with the parties' goal of the prompt and efficient resolution of disputes. Nothing herein shall create the right by any party to assert claims against another party not recognized under the substantive law applicable to the dispute.
10. Any party may appeal said arbitration award in accordance with the Uniform Arbitration Act as enacted in Arizona in ARS 12-1501 et seq. or other applicable law.
11. Each party shall bear its own fees and costs in connection with any internal dispute resolution procedure. All fees and costs associated with any arbitration before the arbitration panel including, without limitation, the arbitrator's fee, attorneys fees, expert witness fees and costs shall be apportioned by the arbitrator or arbitration panel proportional to how the parties prevailed upon their claims and defenses. The determination of prevailing and non-prevailing parties and the proportional allocation of fees, costs and expenses will be included in the award by the arbitrator.
12. Notwithstanding any other provision hereof to the contrary, any party may petition the Maricopa County Superior Court for interim equitable relief as necessary to preserve the status quo and prevent immediate and irreparable harm to a party or to ongoing work pending resolution of a dispute pursuant to ADR provided for herein. No court may order any permanent injunctive relief except as may be necessary to enforce an order or award entered by the arbitrator or arbitration panel. The fees and costs incurred in connection with any equitable proceeding shall be determined and assessed pursuant to the ADR provisions of this Agreement.

D. APPEAL TO MARICOPA COURTS: Any party may appeal errors of law by the Arbitrator if, but only if, the errors arise in an award in excess of \$100,000; the exercise by the Arbitrator of any powers contrary to or inconsistent with the Agreement; or any of the grounds provided in A.R.S. 12-1512. Appeals shall be to the Maricopa County Superior Court within fifteen (15) days of entry of the award. The standard of review in such cases shall be that applicable to the consideration of a motion for judgment notwithstanding the verdict, and the Maricopa County Superior Court shall have the authority to confirm, vacate, modify or remand an award appealed under this section.

E. UNIFORM ARBITRATION ACT: Except as otherwise provided herein, binding arbitration pursued under this provision shall be governed by the Uniform Arbitration Act as enacted in Arizona in A.R.S. 12-1501, et. seq.

F. FEES AND COSTS: Each party shall bear its own fees and costs in connection with any internal dispute resolution procedure. All fees and costs associated with any arbitration before the Arbitrator, including without limitation, the Arbitrator's fees, the prevailing party's attorneys' fees, expert witness fees and costs, will be paid by the non-prevailing party, except as provided for herein. The determination of prevailing and non-prevailing parties, and the appropriate allocation of fees and costs, will be included in the award by the Arbitrator.

G. EQUITABLE LITIGATION: Notwithstanding any other provision of ADR to the contrary, any party may petition the Maricopa County Superior Court for interim equitable relief as necessary to preserve the status quo and prevent immediate and irreparable harm to a party or to ongoing work pending

resolution of a dispute pursuant to ADR provided for herein. No court may order any permanent injunctive relief except as may be necessary to enforce an order or award entered by the Arbitrator. The fees and costs incurred in connection with any such equitable proceeding shall be determined and assessed in pursuant to the Alternative Dispute Resolution provisional of this Agreement.

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

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

In the case of City:
City of Chandler
Public Works/Contract Administration
P.O. Box 4008, MS 407
Chandler, AZ 85244-4008
480.782.3307

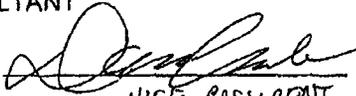
In the case of CONSULTANT:
TranSystems Corporation
120 N. 44th Street, Ste. 400
Phoenix, AZ 85034
Phone: (602) 277-7800
FAX: 602) 277-6150

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

IN WITNESS WHEREOF, the parties have hereunto subscribed their names to this
day of _____ 2008.
CITY OF CHANDLER

MAYOR Date

CONSULTANT

By: 
Title: VICE PRESIDENT

ADDRESS FOR NOTICE
City of Chandler
P.O. Box 4008, Mail Stop 407
Chandler, AZ 85244-4008
Phone: 480-782-3307
FAX: 480-782-3355

ADDRESS FOR NOTICE
TranSystems Corporation
120 N. 44th Street, Ste. 400
Phoenix, AZ 85034
Phone: (602) 277-7800
FAX: (602) 277-6150

APPROVE AS TO FORM

City Attorney by: _____

ATTEST: If Corporation

Secretary

ATTEST:

City Clerk

SEAL

resolution of a dispute pursuant to ADR provided for herein. No court may order any permanent injunctive relief except as may be necessary to enforce an order or award entered by the Arbitrator. The fees and costs incurred in connection with any such equitable proceeding shall be determined and assessed in pursuant to the Alternative Dispute Resolution provisional of this Agreement.

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In the case of City:
City of Chandler
Public Works/Contract Administration
P.O. Box 4008, MS 407
Chandler, AZ 85244-4008
480.782.3307

In the case of CONSULTANT:
TranSystems Corporation
120 N. 44th Street, Ste. 400
Phoenix, AZ 85034
Phone: (602) 277-7800
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IN WITNESS WHEREOF, the parties have hereunto subscribed their names to this day of _____ 2008.

CITY OF CHANDLER

CONSULTANT

MAYOR Date

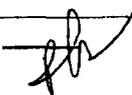
By: _____
Title: _____

ADDRESS FOR NOTICE
City of Chandler
P.O. Box 4008, Mail Stop 407
Chandler, AZ 85244-4008
Phone: 480-782-3307
FAX: 480-782-3355

ADDRESS FOR NOTICE
TranSystems Corporation
120 N. 44th Street, Ste. 400
Phoenix, AZ 85034
Phone: (602) 277-7800
FAX: (602) 277-6150

APPROVE AS TO FORM

ATTEST: If Corporation

City Attorney by: 

Secretary

ATTEST:

City Clerk

SEAL

EXHIBIT A SCOPE OF WORK

PROJECT UNDERSTANDING

CONSULTANT has been selected to prepare site selection, preliminary engineering, environmental documentation and potential design for the construction of two transit centers. With the passage of Proposition 400 and the City's growing bus transit operations there is a need to develop two transit centers. The first transit center will be located in downtown Chandler. The second (South) center will be located near Compadre Stadium and the Snedigar Sports Complex. The centers, while providing for bus services, will need to meet different demands. The downtown center area currently has local (Routes 104,112 and 156) and express (Routes 540 and 541) route bus service. Proposition 400 provided funding for the super grid service and expanded express service. In addition the City is looking at opportunities to incorporate local neighborhood circulator bus services. The south center currently has no bus service in the area. Proposition 400 provided funding for expanded service to the south transit center area as part of the super grid service. The extension of existing routes along Dobson Road, Alma School Road, Arizona Avenue, the addition of a new route on Queen Creek Road and a potential local transit service connection to the Gila River Indian Community currently being studied will provide the bus service requiring a transit center.

STUDY AREAS

There are two study areas that will be evaluated in order to select a transit center site. One study area is in the downtown area of Chandler and will be referred to as Downtown. The general study limits for the Downtown is Erie Street on the north, Pecos Road on the south, and California Street on the west and Nevada Street to the east. The second study area will be known as South. The study area for South will be Ocotillo to the north, Chandler Heights Road to the south, Dobson Road to the west and Union Pacific Railroad tracks to the east.

WORK PLAN

The initial work plan is developed to address the site selection for two transit centers. A future work plan will be prepared for the development of construction documents. This initial work plan is divided into two phases. The phases are:

- **Phase 1** – System Planning – Location Parameters and Possible Locations
- **Phase 2** – Preliminary Engineering/Categorical Exclusion/Site Selection/Climate Response

Each phase will be done in succession. That is, Phase 1—Systems Planning, will be completed before the start of Phase 2—Preliminary Engineering/Categorical Exclusion, etc.

Task 1, Project Development and Management, while not entirely associated with a phase, will be the initial work effort intended to get the project underway. It will be a task that will continue through all phases.

SCOPE OF SERVICES

Task 1: Project Management and Administration

The project duration will be 10 months. CONSULTANT will ensure that there is a clear understanding as to the expectations of the project including goals, schedules, as well as interim and final deliverables. CONSULTANT will pursue a team-orientated approach with the City of Chandler.

Background information will be reviewed prior to the kickoff meeting and include, but not limited to, these items:

- Transit performance statistics including ridership reports, surveys and most recent data collected regarding transfers and boarding's
- The City of Chandler's Transportation Plan 2002 with current plan update
- Information regarding regional transit operations (maps, schedules, etc.)
- Downtown Chandler Transit Center Development Feasibility Study - 1995
- City of Chandler High Capacity Transit Major Investment Study - 2003
- Regional Transportation Plan (MAG)
- South Arizona Avenue Entry Corridor Study
- Valley Metro Origin & Destination Study
- Other transit center facility studies

1.1 Project Kickoff Meeting

A project kickoff meeting will be the key to successfully completing this task. Further, regular meetings will also play a role in maintaining communications (see Subtask 1.2). During this meeting the key project players will meet to clarify project goals and communication protocol. We will also review the project area, assumptions, approach and division of responsibilities. The consultant scope of work and schedule as required to successfully achieve project objectives will be refined as needed. The project schedule will be confirmed with initial meetings tentatively scheduled.

All development criteria, planning, traffic, property, mapping/photogrammetry, transit/roadway and utilities will be reviewed prior to the kickoff meeting. The meeting will occur during the first two weeks of the project. Two meetings may be required to address each study area separately. Project team staff will attend as required.

1.2 Project Team Coordination Meetings

Project team coordination meetings will be held monthly to effectively disseminate project information and receive input on the projects' components. A progress report on the issues identified and study areas will be dispersed to encourage team discussions. Attendance for these meetings will include all members of the consulting team as necessary

1.3 Progress Meetings

Progress meetings with the clients, Valley Metro and the City of Chandler will be held on a monthly basis to provide updates and receive feedback. The agenda for these meetings will address each site, their status and any constraining issues dealing with the advancement of the project. Another purpose of these meetings is to exchange any information regarding changes or additions to the project tasks outlined in the scope.

1.4 Coordination and Meetings with Other Agencies and Stakeholders

This task includes facilitating stakeholder meetings to effectively disseminate project information and receive input on the projects' components. This task will also include presentations to the agency/stakeholders (two meetings), Transportation Commission (two meetings) and City Council (one meeting). All staff for meetings and presentations, including the preparation of the presentation materials/graphics and/or PowerPoint will be provided.

1.5 Public Involvement

CONSULTANT staff will facilitate public meetings to effectively inform the affected public, interested parties, gain input on the communities' needs and desires, as well as identifying the public's comments and concerns on issues associated with the project.

Existing information from the Maricopa County Assessor's Office, as well as coordination with the City of Chandler will be used to identify the affected public and interested parties. Comment sheets will be provided at public meetings to accurately gather input. All comment sheets will be compiled and analyzed for incorporation into the design and environmental process, as appropriate.

Deliverables:

1.1 – All meeting minutes along will be developed and submitted for review and approval. The CONSULTANT Team is familiar with the City of Chandler as well as transit in the metro area. A background review will be conducted efficiently. In addition, this task will provide for the day-to-day management of the project including the coordination of sub consultants.

1.2– Attendance at monthly project team coordination meetings is required. Meeting minutes will be developed and distributed (Minutes will be disseminated by email).

1.3 – Attendance and presentations at stakeholder meetings is required. For purposes of this proposal we have anticipated that the meetings will include three meetings, two Transportation Commission meetings and one City Council meeting for the agency and stakeholders.

1.4 – It is assumed that there will be two Public Meetings for each study area along with pre-public planning meetings. DESIGN CONSULTANT will provide the following services for the public involvement meetings:

- Preparation of a contact and mailing list shall be completed prior to the kickoff meetings.
- Draft and final public meeting notices, mailings, exhibits, comment sheets, handouts, graphics and PowerPoint presentations as applicable.
- Copies of comment sheets/letters and comment summary reports.
- Develop and distribute meeting minutes (Minutes will be disseminated by email).

*The City will make arrangements of all meeting locations

Phase 1 – System Planning – Location Parameters and Possible Locations

The main objectives of this phase are to make sure that the transit center is in the right place and that the City of Chandler receives the most value from the project. For the center to be successful it needs to work on a number of different levels:

- First, it must be functional for the needs of the transit operations and patrons.
- Second, it must be located where current riders and operating costs are not adversely impacted.
- Third, the location should provide the opportunity for joint development or redevelopment.
- Finally, the location should be acceptable to key stakeholders. While the City of Chandler has some sites in mind, CONSULTANT will pursue a process that ensures that the final site is the best site according to criteria developed in this phase of the engagement.

Task 2: Site Assessment and Selection

The purpose of this task is to assess the transit center needs for the City of Chandler and to locate suitable sites. In addition, opportunities for joint development will be pursued.

CONSULTANT will develop evaluation criteria and rating systems to document the assessment of the current facility.

2.1 Preliminary Site Visits

Currently, two ideal station location areas have been identified and one additional stop location. CONSULTANT will use the aerial photogrammetry, and site plans to select the specific preferred location for each of the stations. The access and staging associated with the Transit Centers will be studied and recommendations on location and configuration will be documented and developed by CONSULTANT. A general analysis, site photography, landscape evaluation, and brief environmental screening will be made during this initial visit.

2.2 Planning Charrette

This meeting will include a brainstorming session about the transit station designs and shelter concepts, the preferred site locations and design constraints found in the preliminary visits. These items include the topography, climate, bus sizes, and route alternatives. After the ideal design concepts have been documented, a more detailed design will be developed. CONSULTANT will meet with Valley Metro and City of Chandler staff to review the implications of the remaining planning issues, integration with other planning/development projects and the proposed station locations. This meeting will also identify any other additional scope that may be added to the project.

2.3 Space Needs Assessment for the New Facility

This subtask will determine the physical needs of the transit center. The goal of this programming subtask will be to determine the parcel size of the facility. The process or methodology of the space needs assessment is critical to overall project success. It is imperative that questions are asked, and vital information is collected and analyzed. The correct conclusions and the appropriate recommendations drawn from the data gathered will be implemented in order to provide facilities that meet the needs of everyone.

Our team's process includes the following steps:

1. Strategic Interactive Session
2. Review of Existing Plan Conditions
3. Questionnaire and Site Observations
4. Space and Data Analysis
5. Identification of Space Requirements

This process for conducting the Space Needs analysis has proven successful time and time again for similar project types and is detailed as follows:

2.3.1 Strategic Interactive Session

The CONSULTANT will facilitate an interactive session with the entire team, including City of Chandler, key stakeholders and Valley Metro. This session will help foster a team approach and establish a base for overall project understanding. Issues that could be addressed include, but are not limited to the following items listed below:

- hopes and fears
- project goals and visions
- the public's perceptions and concerns
- any political perceptions or concerns
- the mission(s) of the user groups
- quantifiable measures of project success
- the overall structure

2.3.2 Review of Existing Plan Conditions

An assessment of the Chandler Mall Transit Center will be incorporated into the Space Needs Assessment.

2.3.3 Questionnaire and Site Observation

The CONSULTANT will prepare a questionnaire and submit it to stakeholder groups for review and completion. Stakeholder groups could include the City staff, Valley Metro, Chamber of Commerce, Intel and park representatives. Further, the general riding public will be given an opportunity to express what they would like to see in a transit center.

The questionnaire will cover all aspects of the City of Chandler operations including, but not limited to the following amenities listed:

- joint development ideas
- bike and pedestrian elements
- driver reliefs
- public information
- supervision, employee support space
- vehicular staging needs
- spare vehicle queuing
- any special needs

Further, ideas for joint development will be raised. The needs of downtown development (parking and other uses) will be incorporated in this joint development discussion. Up to a total of eight interview sessions with stakeholder representatives, for the downtown and south transit centers combined, will follow that will allow each team member to gain a complete understanding of each question and to document the information gathered in the questionnaire. Each interview session can have more than one person.

2.3.4 Space and Data Analysis

During this step the CONSULTANT will analyze the data received with respect to the quantity and type of functions and space identified in the previous step. Projections will be made based on the comparison of City of Chandler current space needs of the Chandler Mall Transit Center with any anticipated growth identified in the questionnaire. Any growth trends will also be identified and projected for any future space impact based on Chandler Transit Plan and MAG 20 Year Regional Transportation Plan. This information will be used to define the minimum size of the transit center site.

2.3.5 Identification of Space Requirements

During this step the information gathered in the previous step and the Chandler Mall Assessment allows the CONSULTANT to develop specific need requirements for a new transfer facility. Recommendations will be established for the location of each group in relationship to each other, geography, convenience and functionality. Requirements to be identified include needs for power, data/telecom needs, plumbing requirements, ADA requirements, HVAC requirements, bus layover space, parking, and structural loading issues.

2.4 Site Assessment and Selection

The next steps will be to identify and evaluate sites including the identification of "fatal flaw" environmental issues as well as other key factors.

2.4.1 Site Identification

Once the size needs of the transit center and shelter is determined, the sites already identified through the project kickoff meeting will be reviewed. Approximately fourteen (14) sites (seven (7) sites per study area), will be evaluated. In addition, CONSULTANT will address the following key issues as they pertain to each site.

- Ownership
- Potential for Joint Development
- Neighborhood/"NIMBY" (Not in My Back Yard) concerns

CONSULTANT will search the selected sites within the designated area through the use of aerials, property and ownership information along with input from the City of Chandler. Each potential site will be highlighted with site information, existing uses, neighboring properties, and ownership.

Aerials Mapping: City of Chandler or Maricopa County

Location Maps: City of Chandler
Delorme - Street Atlas 8.9

Tax Maps: Maricopa County Assessor's Office

Traffic Count Maps: City of Chandler

2.4.2 Fatal Flaw Environmental Screening

A cursory environmental screening will be performed for each study area site identified under Subtask 2.3.1 (up to 14 sites). The environmental screening would identify any potential fatal flaws that may occur with each of the sites that would eliminate them from further consideration. The environmental screening process would be integrated into the public participation/outreach described in Task 1, assuring that the public, stakeholders and City of Chandler are provided opportunity to comment on the alternatives selection process as required by National Environmental Policy Act (NEPA), should the need to utilize the NEPA process arise. The three preferred sites identified under this task would also receive a further, more detailed, evaluation during Phase 2.

The CONSULTANT will conduct a review of appropriate databases, including census information, cultural resource records on file at the Arizona State Museum, a field reconnaissance to identify potential Section 4(f) properties, waters of the United States, and land uses. The following information that may affect the location of the Transit Facilities is listed below:

- Topography/Drainage (including Waters of the US)
- Current and Planned Land Use
- Sensitive Noise Receptors
- Hazardous Materials
- Natural Resources (including Biological Resources)
- Cultural Resources
- Parklands
- Traffic Operational Impacts

The potential impacts and fatal flaws associated with each of the alternatives under consideration would then be determined. An Environmental Constraints Matrix would be created to summarize both quantitative and qualitative impacts for each transit center and shelter site location.

Deliverables: CONSULTANT will document this analysis in a technical memorandum.

2.4.3 Bike and Pedestrian Evaluation

A detailed assessment of the pedestrian friendliness of the immediate area around each of the proposed transit center sites will be critical. CONSULTANT will examine the following for each site:

- proximity of the sites to preferred station destinations
- porosity/size of the urban grid in the immediate vicinity of the sites
- suitability of adjacent streets for walking given roadway and traffic characteristics
- condition of sidewalks and pedestrian amenities
- opportunities for improving public rights-of-way to enhance street crossings and pedestrian walkways
- mix of land use in the immediate vicinity of the sites
- opportunities for in-fill development to create pedestrian supportive urban design
- accessibility for persons with disabilities or mobility-assisted devices

CONSULTANT will also examine bicycle circulation and access needs including:

- Approximate distance to local greenways and potential connections
- Presence of on-street bicycle facilities and potential for bike lane additions
- Analysis of traffic volumes and potential bicycle routes to the site
- Feasibility of space to accommodate bicycle amenities (racks, lockers, Bike Stations, etc.)

After the site analyses are completed, CONSULTANT will score each of the sites for the ability to provide bicycle and pedestrian access, and the ability of each site to be a center of activity in the study areas. These scores will be input into the overall site evaluation.

2.4.4 Traffic Evaluation

CONSULTANT Team will review existing City of Chandler traffic volume data in the vicinity of potential transit center sites and obtain opinions from Traffic Engineering regarding potential transit center sites.

The most recent traffic count data in the vicinity of potential transit center sites will be reviewed, and if necessary, recommend additional traffic data. If desired by City of Chandler, obtain the additional data. Review potential circulation impacts on existing bus routes for each site. Site diagrams depicting the traffic data in a manner beneficial to transit center site selection process will be developed to assist in the evaluation and selection process.

2.4.5 Overall Evaluation

Presuming that most, if not all, of the initial fourteen sites, seven each location, survive the fatal flaw environmental screening, any remaining sites will be evaluated against criteria that reflect most, if not all, of the following items (this list will be refined with City of Chandler's guidance):

- Size/Configuration of site
- Access to Site/ Operating Cost Impact
- Proximity of site to Preferred Destination and Impact on Riders
- Availability of Utilities

- Topography/Drainage
- Constructability at site
- Safety/Security of site
- Land Availability/Cost
- Development Cost
- Potential for Joint Development
- Land Use Compatibility
- Air Quality Impacts
- Noise Impacts
- Easements
- Soils Problems/Hazardous Materials
- Compatibility with Natural Resources
- Cultural Resources Impacts
- Traffic Circulation
- Proximity to Future High Capacity Transit/Rail Corridors

An evaluation matrix, similar to one shown below, will be used to score and rank each site. The initial fourteen sites may be evaluated with selected criteria from above with the short listed sites evaluated with the balance of criteria.

Site	LOCATION CRITERIA						
	Size and Shape	Access	Safety and Operations	Development Costs	Acquisition Costs	Land Use Compatibility	Environmental Considerations
Site 1 East Texas Avenue Site, Across from present OATS Headquarters Facility							
Site 2 Lamone Industrial Park; U.S. 63 and Route AC							
Site 3 Horizons West Industrial Park; I-70 & UU Highway							
Site 4 Bluff Ridge; U.S. 63 and Route 740							

LEGEND: Option does not address criteria Medium option Option best meets criteria

The ranking of sites, using the above criteria, will take place and be discussed with project stakeholders. The top three ranked sites for each location will be further evaluated in Phase 2.

2.4.6 Site Assessment Phase Cost Estimate

The CONSULTANT Team shall prepare the Program Phase Cost Estimate. The resulting report provides the baseline criteria and costs for the design team. The Program Phase Estimate shall validate and confirm that City of Chandler’s program of requirements and project budget are compatible.

Deliverables:

2.1 – A report documenting the spatial needs of the transit center and shelter for operations and patrons will be provided along with space layout diagrams.

2.2– Meeting minutes documenting the brainstorming process and all ideas will be delivered in an electronic format.

2.3 Site Assessment and Selection

2.3.1 – A report documenting each site will include, aerial maps, photos will be distributed.

2.3.2 – An analysis in a technical memorandum will be provided.

2.3.3 – A technical memorandum outlining the evaluation process, the evaluation matrix and ranking of the ability to provide for bicycle and pedestrian access on site will be distributed.

2.3.4 – Traffic counts will be documented and provided.

2.3.5 – Program phase cost estimate will be provided

Phase 1 - Deliverables:

A report, delivered in electronic format, will be prepared summarizing the findings of this phase. The report will be initially presented in draft form for City of Chandler review. After comments, a final version of the report will be prepared for submission to the Transportation Commission. This report is not meant to be a standalone document but a part of the final site selection study project report.

Phase 2 – Preliminary Engineering/Categorical Exclusion/Site Selection/Climate Response

This phase consists of activities relating to schematic design stage where plans are typically developed to about the 15 percent level of completion and the selection of the preferred site for each study area. Also included is documentation of environmental impacts created by the transit center project.

Task 3: Conceptual Site Layout and Cost Estimate

Once the three preferred sites for each study area have been identified, the CONSULTANT Team will develop a conceptual layout of the facility. Draft alternative versions of a site layout will be presented to the working group from the strategic interactive session.

3.1 Schematic Design

Schematic design development will involve the further refinement of the concept layouts to specific site requirements. The plans will identify the following design elements.

- Station Concepts
- Shelter Concepts
- Passenger Staging and Loading Areas
- Pedestrian and Cyclist Access and Egress
- Signage
- Security
- Landscape Design
- Shade Structures, Seating and other amenities
- Bus Staging and Loading areas

This process will also yield an outline of design specifications and involve preliminary cost estimation.

3.2 Traffic and Bus Circulation Evaluation

CONSULTANT Team will develop bus and traffic circulation plans for the three alternative sites. A detailed review of traffic circulation of the three transit center sites will include needs for signalization and

roadway improvements. This information will be utilized to assist in the evaluation and selection process of the preferred site.

3.3 NEPA Process and Documentation

3.3.1 Research/Data Gathering

CONSULTANT will gather pertinent environmental data specific to the completion of a categorical exclusion for the two (2) selected sites (1 in each study area). CONSULTANT will meet with the City of Chandler or the City of Phoenix (COP) Public Transit Department environmental reviewer to discuss the project to ensure that all necessary information is gathered and included in the categorical exclusion (CE).

3.3.2 Prepare Technical Reports (Class III Cultural Resource Survey; Biological Checklist; Hazardous Materials Database Search)

The main objective of this task is to analyze and document the cultural, biological, and hazardous materials impact of the project on the two (2) selected sites, one site for each location.

CONSULTANT will perform a Class III intensive pedestrian survey of up to two 1.5-acre sites, no sites are assumed to be identified in the project area. One copy of the draft cultural report (including pertinent background research) will be prepared according to State Historic Preservation Office (SHPO) standards and submitted to the City for distribution to the COP Public Transit Department for review. Two copies of the final report will be submitted to the City. It is assumed that the COP Public Transit Department will perform the Section 106 consultation. No testing or data recovery is included in this Scope of Work.

A non-intensive field review will be conducted for the proffered sites, the US Fish & Wildlife Service's list of threatened and endangered species for Maricopa County will be reviewed, and obtain site-specific information from the Arizona Game & Fish Department regarding the presence of sensitive species in the project area will be obtained. A biological review checklist will be prepared and submitted to the City for review, and distribution to the COP Public Transit Department for review and concurrence. No Section 7 consultation or species-specific surveys are included in this Scope of Work.

A data search of applicable Arizona Department of Environmental Quality and US Environmental Protection Agency databases to ASTM-search radii will be conducted. Results of the search, information from an on-site visual inspection of the project limits, and recommendations for further hazardous materials requirements will be submitted to the City for review, and distribution to the COP Public Transit Department for review and concurrence. No hazardous materials testing or remediation is included in this scope of work.

3.3.3 Prepare Categorical Exclusion

The purpose of this task is to clearly document the social, economic, and environmental impacts of the project on the two (2) selected sites, one site for each location.

The CE will be completed to document the social, environmental, and economic impacts of the proposed project. The CE will include a summary of the technical documents, agency and public scoping, and disclose the project's impacts to the natural, social, and cultural environment. The CE will discuss applicable project impacts to land use, access, waters of the United States, biological resources, Arizona protected native plants, prime and unique farmland, Section 4(f) and 6(f) resources, historic properties, hazardous materials, noise, and air.

Completion of a Categorical Exclusion will include the following items:

- preliminary jurisdictional delineation
- Section 401/404 permits/certifications

- native plant inventories
- Form AD-1006 Farmland Conversion Impact Rating
- programmatic or individual Section 4(f) analysis
- separate noise and/or air report are not included in this Scope of Work

The CE will be submitted to the City for review. The City will be responsible for distribution of the CE to the COP Public Transit Department for review and concurrence. If needed, one meeting with the City and COP will be held to discuss the comments on the CE.

3.4 Landscaping

CONSULTANT will develop a conceptual landscape plan for each selected alternative site (six total) along with a more refined conceptual landscape plan of the preferred alternative sites (two total).

Current City landscape standards regarding applicability to the development of transit facilities will be reviewed. CONSULTANT will meet with City staff to discuss their findings and receive input.

The conceptual landscape plans will incorporate all applicable City landscape standards for this type of development and comments received from the project team and City staff.

The conceptual landscape plans will identify tree and shrub placement, plant species, inert ground cover locations, hardscape components, pedestrian amenities, and approximate material quantities.

3.5 Schematic Design Phase Cost Estimate

The Schematic Design Phase Cost Estimate shall be prepared from project specific design criteria based on preliminary plans. This estimate shall be presented in MAG format.

The Schematic Design Phase Estimate provides early budget confirmation based on historical experience and recent field data. The estimate also provides the basis for design development decisions and strategy.

Deliverables:

3.1 – Conceptual layouts will be provided along with a preliminary cost estimate.

3.2– Circulation plans displaying the bus and traffic movement in the specific study area will be provided along with recommendation selections the preferred sites.

3.3

3.3.1 – A memorandum on meeting the COP environmental reviewer will be provided.

3.3.2 –A Class III Cultural Resources Report, Biological Review Checklist, Hazardous Materials Pre-Initial Site Assessment will be bound and provided.

3.3.3 - Draft and Final CE.

3.4 – Conceptual landscape plans for each selected alternative sites (six total) and the preferred alternative sites (two total) will be provided.

3.5 – A basic cost estimate will be provided based on the preliminary conceptual designs.

TASK 4: Climate Response (Shade Study)

CONSULTANT will provide a shade study for each of the sites to determine the best location for the transit centers to be placed. The shade study will consist of modeling the station in all potential orientations in order to identify the amount of shade it would receive from the surrounding structures or vegetation in the area.

In order to stay alive, the human body must dissipate heat. The equilibrium a living organism achieves between its internal physiological process and its external environment is called homeostasis. The ease with which that balance is achieved is called comfort. In other words, the harder a body has to work to achieve homeostasis, the less comfortable it is.

To understand the interface between human comfort and climate, two fundamental facts must be remembered. The first; the human body does not measure temperature, it only measures heat flow. The human body can be comfortable in an extremely wide range of temperatures as long as the rate and process of heat flow from the body to the surrounding environment is gentle. The second; climate is dynamic. This is particularly true in the desert southwest. Our daily and annual temperature swings are dramatic. Our patterns are even more dramatic when the effects of weather are layered on top of climate. What this suggests is that no fixed element will be able to create the ideal climate response for conditions across a single day, much less through the course of an entire year or for different orientations. Local bus riders know these facts first hand by their experience that they often receive no sheltering benefit at all from the existing standard shelters.

Heat is dissipated from the body and contributed to the body through four different mechanisms; evaporation, radiation, convection and conduction. Given the extremes of our climate and the fact the air temperatures are often much higher than the human body internal temperature of 98.6, every possible avenue of heat dissipation should be used as far as practical and economical.

There are several ways to prioritize climate response at bus shelters. You can make the stops where there are the most people the most important. You can decide that the time of day that sees the peak demand is the most important. It can also be determined that the most important aspect of climate response is to address the extremes of the climate. This proposal is based on the third approach, shaving off the extremes of the local climate. Following are a list of the proposed tasks:

4.1 Establish Chandler bus shelter shade/wind requirements

The Chandler climate data will be analyzed for all months of the year at three times of the day (7:00 am, noon and 5 pm). This would be used to determine the appropriate climate response at each station. The mean radiant temperatures of typical surfaces surrounding Chandler bus stops will be thoroughly documented.

4.2 Installation/Maintenance/Program requirements

CONSULTANT will meet with representatives of the City of Chandler to establish bus station program requirements for installation, maintenance, lighting, signage, accessibility and any other program requirements.

4.3 Climate Response Critique of Proposed Shelters

CONSULTANT will analyze of the climate response of the proposed shelter configurations in all months of the year, three times a day (7:00 am, noon, 5 pm). Exposure to sun, shade, breeze and mean radiant temperatures of surrounding surfaces will be documented.

The design challenge is to create shelters that satisfy City of Chandler requirements for safety, maintenance, security, rain cover and cost while creating a micro climate conducive to homeostasis at all times of the day in all seasons of the year, in every orientation.

4.4 Presentations

CONSULTANT will prepare presentation materials suitable for a large public forum that illustrate the dynamic climate response abilities of the proposed design. Presentation materials will include

conceptual plans, and elevations of the shelters. Presentations will be included as part of other meetings.

Deliverables: A shade study document and write up including all tasked items above, delivered in electronic format, for each site will be prepared along with site photos

5.0 Site Survey for Property Acquisition and Design Development

5.1 Task includes survey, legal description and exhibit to support the acquisition of the two selected transit center sites. This does not include setting permanent site corners or the filing of a survey map with the Maricopa County Recorder.

5.2 Task includes topographic survey of the two selected transit center sites. This assumes the sites do not include any buildings and the sites are no larger than 3 acres each.

Deliverables: Topographic mapping, legal description and exhibits for two transit center sites

**EXHIBIT B
FEE SCHEDULE**

Classification	TranSystems														LSD	MMI		Project Total	
	Trans Planner 4	Accessibility Specialist	Civil Engineer 4	Civil Engineer 3	Civil Engineer 2	Electrical Engineer 3	Architect 5	Architect 1	Technician 3	Technician 2	Admin	Labor Total	Direct Expenses	TranSystems Project Total		Labor	Direct Expense		
Rate	\$172	\$152	\$170	\$122	\$100	\$125	\$215	\$78	\$85	\$68	\$50								
Task 1: Project Management and Administration																			
1.1 Project Kickoff Meeting	Two Mtgs (1 for ea study area)	12		8		8		8	8	8		4	56						
1.1.1 Review Previous and Ongoing Studies		12		24				8	10			2	56						
1.2 Project Team Coordination Meetings	10 Mtgs	16		10		10		10		10			56						
1.3 Progress Meetings	10 Mtgs	10		10				10				20	50						
1.4 Coordination and Meetings with Other Agencies and Stakeholders																			
Preparation for agency/stakeholders	Two Meetings			4				2	40	40			86						
Preparation for agency/stakeholders	Two Meetings			4				4				3	11						
Preparation for Transportation Commission	Two Meetings			4				4	24	24			56						
Transportation Commission	Two Meetings			3				3				2	8						
Preparation for City Council	One Meetings			1				1	6	6			14						
City Council	One Meetings			2				2					4						
Preparation Public Meeting	Two Meetings	6		6				4	24	24		8	72						
Public Meeting	Two Meetings	8		6				6	4	4		2	30						
Subtotal Hours		64	0	82	0	18	0	62	116	116	0	41	499			232	0		
Subtotal Fee		\$11,008	\$0	\$13,940	\$0	\$1,800	\$0	\$13,330	\$9,048	\$9,976	\$0	\$2,050	\$61,152	\$2,384	\$63,536	\$23,982	\$572	\$0	\$88,090
Phase 1 – System Planning – Location Parameters and Possible Locations																			

Transit Center Site Location
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Task 2: Site Assessment and Selection																				
2.1 Preliminary Site Visits																				
Preparation for Site Visits	Two Areas	6	10	24	4	24	24	4	96											
Preliminary Site Visits	Two Areas	16	16		16	16		4	68											
2.2 Planning Charrette									0											
Preparation Planning Charette			2		6	16		8	32											
Planning Charette		4	4	4	4	4	4	2	26											
2.3 Space Needs Assessment for the New Facility																				
2.3.1 Strategic Interactive Session			8		12	12		8	40											
2.3.2 Review of Existing Plan Conditions		2	2		2			1	7											
2.3.3 Questionnaire and Site Observation Interviews		2	8		8	24	24	8	74											
	Up to Eight (2 hrs Each)		16		8		16	2	42											
2.3.4 Space and Data Analysis		8	6		4	8		2	28											
2.3.5 Identification of Space Requirements		6	6		4	6	6		28											
2.4 Site Assessment and Selection	Up to 14 sites (7 ea area)																			
2.4.1 Site Identification		12	32		8	40			92											
2.4.2 Fatal Flaw Environmental Screening		2	2		2				6											
2.4.3 Bike and Pedestrian Evaluation		2	10		8	14			34											
2.4.4 Traffic Evaluation			2		2	8			12									25		
2.4.5 Overall Evaluation		8	14	10	12	10		12	66											
2.4.6 Site Assessment Phase Cost Estimate	Order of Magnitude Estimate		7	14	2				23									10		
Subtotal Hours		68	0	145	0	52	0	102	92	164	0	51	674					131	35	
Subtotal Fee		\$11,696	\$0	\$24,650	\$0	\$5,200	\$0	\$21,930	\$7,176	\$14,104	\$0	\$2,550	\$87,306	\$2,148	\$89,454	\$12,147	\$80	\$5,750	\$0	\$107,431

Transit Center Site Location
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Subtotal Hours		0	0	6	0	0	0	3	0	0	0	4	13			0	0	0		
Subtotal Fee		\$0	\$0	\$1,020	\$0	\$0	\$0	\$645	\$0	\$0	\$0	\$200	\$1,865	\$0	\$1,865	\$0	\$0	\$0	\$7,500	\$9,365
TRANSYSTEMS TOTAL PROJECT WORK-HOURS		196	16	325	86	70	32	261	283	458	100	112	1,927	0	0	809	0	60	0	0
TRANSYSTEMS TOTAL PROJECT FEE		\$33,712	\$2,432	\$55,250	\$10,492	\$7,000	\$4,000	\$56,115	\$22,074	\$39,388	\$6,800	\$5,600	\$242,863	\$5,730	\$248,593	\$75,720	\$1,055	\$15,025	\$9,300	\$349,693
		\$172	\$152	\$170	\$122	\$100	\$125	\$215	\$78	\$86	\$68	\$50								
Profit 10%		\$17	\$15	\$17	\$12	\$10	\$13	\$22	\$8	\$9	\$7	\$5								
Overhead 163.63		\$96	\$85	\$95	\$68	\$56	\$70	\$120	\$44	\$48	\$38	\$28								
Hourly rate		\$58.72	\$51.89	\$58.04	\$41.65	\$34.14	\$42.67	\$73.40	\$26.63	\$29.36	\$23.21	\$17.07								

Transit Center Site Location
ST0627-101

**EXHIBIT C
INSURANCE REQUIREMENTS**

1. CONSULTANT, at its own expense, shall purchase and maintain insurance of the types and amounts required in this section, with companies possessing a current A.M. Best, Inc. rating of B++6, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to CITY.
2. Policies written on a "Claims made" basis are not acceptable without written permission from the City's Risk Manager. Claims made liability policies shall have a retroactive date before the inception of this contract. The contractor shall maintain an extended reporting period on claims made liability policies if the retroactive date is advanced or if the policy is canceled or not renewed and not replaced by another claims-made policy with the same retroactive date extending three years after completion of the contract.
3. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of CITY, constitute a material breach of this Agreement and may result in termination of this contract.
4. If any of the insurance policies are not renewed prior to expiration, payments to the CONSULTANT may be withheld until these requirements have been met, or at the option of the City, the City may pay the Renewal Premium and withhold such payments from any monies due the CONSULTANT.
5. All insurance policies, except Workers' Compensation and Professional Liability required by this Agreement, and self-insured retention or deductible portions, shall name, to the fullest extent permitted by law for claims arising out of the performance of this contract, the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insureds.
6. CONSULTANT's insurance shall be primary insurance over any insurance available to the CITY and as to any claims resulting from this contract, it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.
7. The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against CITY, its agents, representatives, officers, directors, officials and employees for any claims arising out of CONSULTANT's acts, errors, mistakes, omissions, work or service.
8. The insurance policies may provide coverage, which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall be assumed by and be for the account of, and at the sole risk of CONSULTANT. CONSULTANT shall be solely responsible for the deductible and/or self-insured retention. The amounts of any self-insured retentions shall be noted on the Certificate of Insurance. The CONSULTANT will maintain a Self-Insured Retentions (SIR) of \$50,000 for General Liability and \$500,000 for Professional Liability.
9. All policies and certificates shall contain an endorsement providing that the coverage afforded under such policies shall not be reduced, canceled until at least thirty (30) days prior written notice has been given to CITY.
10. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the CONSULTANT with reasonable promptness in accordance with the CONSULTANT's information and belief.
11. In the event that claims in excess of the insured amounts provided herein, are filed by reason of any operations under this contract, the amount of excess of such claims, or any portion thereof, may be withheld from payment due or to become due the CONSULTANT.

C.1 PROOF OF INSURANCE - CERTIFICATES OF INSURANCE

1. Prior to commencing work or services under this Agreement, CONSULTANT shall furnish to CITY Certificates of Insurance, issued by CONSULTANT's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Agreement are in full force and effect and obtain from the City's Risk Management Division approval of such Certificates.
2. If a policy does expire during the life of this Agreement, a renewal certificate must be sent to the City of Chandler five (5) days prior to the expiration date.
3. All Certificates of Insurance shall identify the policies in effect on behalf of CONSULTANT, their policy period(s), and limits of liability. Each Certificate shall include the job site and project number and title. Coverage shown on the Certificate of Insurance must coincide with the requirements in the text of the contract documents. Information required to be on the certificate of Insurance may be typed on the reverse of the Certificate and countersigned by an authorized representative of the insurance company.

C.2 REQUIRED COVERAGE

1. Such insurance shall protect CONSULTANT from claims set forth below which may arise out of or result from the operations of CONSULTANT under this Contract and for which CONSULTANT may be legally liable, whether such operations be by the CONSULTANT or by a Sub-consultant or subconsultant or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Coverage under the policy will be at least as broad as Insurance Services Office, Inc., policy form CG00011093 or equivalent thereof, including but not limited to severability of interest and waiver of subrogation clauses.
2. Claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
3. Claims for damages because of bodily injury, occupational sickness or disease, or death of the CONSULTANT's employees;
4. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the CONSULTANT's employees;
5. Claims for damages insured by usual personal injury liability coverage;
6. Claims for damages, other than to Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
7. Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; Coverage will be at least as broad as Insurance Service Office, Inc., coverage Code "I" "any auto" policy form CA00011293 or equivalent thereof.
8. Claims for bodily injury or property damage arising out of completed operations;
9. Claims involving contractual liability insurance applicable to the CONSULTANT's obligations under the Indemnification Agreement;
10. Claims for injury or damages in connection with one's professional services;

C.2.1 Commercial General Liability - Minimum Coverage Limits

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

C.2.2 General Liability - Minimum Coverage Limits

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

C.2.3 Automobile Liability

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

C.2.4 Worker's Compensation and Employer's Liability

CONSULTANT shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over CONSULTANT's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than \$500,000 for each accident, \$500,000 disease coverage for each employee, and \$1,000,000 disease policy limit.

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

C.2.5 Professional Liability

CONSULTANT shall maintain Professional Liability insurance covering acts, errors, mistakes and omissions arising out of the work or services performed by CONSULTANT, or any person employed by CONSULTANT, with a claims made policy limit of not less than \$1,000,000 per claim and annual aggregate.