

**CITY CLERK  
ORIGINAL**

C-10085  
06/23/2015

**PROFESSIONAL SERVICES AGREEMENT**  
Transportation Planning Consulting Services  
Glendale Transportation Plan Update

This Professional Services Agreement ("Agreement") is entered into and effective between CITY OF GLENDALE, an Arizona municipal corporation ("City") and HDR Engineering, Inc., a Nebraska corporation licensed with the State of Arizona Board of Technical Registration, ("Consultant") as of the 23 day of June, 2015 ("Effective Date").

**RECITALS**

- A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, Project (the "Project");
- B. City desires to retain the professional services of Consultant to perform certain specific duties and produce the specific work as set forth in the attached **Exhibit B**, Project Scope of Work ("Scope");
- C. Consultant desires to provide City with professional services ("Services") consistent with best consulting or architectural practices and the standards set forth in this Agreement, in order to complete the Project; and
- D. City and Consultant desire to memorialize their agreement with this document.

**AGREEMENT**

The parties hereby agree as follows:

**1. Key Personnel; Other Consultants and Subcontractors.**

- 1.1 Professional Services. Consultant will provide all Services necessary to assure the Project is completed timely and efficiently consistent within Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other consultants or contractors, retained by City.
- 1.2 Project Team.
  - a. Project Manager.
    - (1) Consultant will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's opinion, complete the project and handle all aspects of the Project such that the work produced by Consultant is consistent with applicable standards as detailed in this Agreement; and
    - (2) The City must approve the designated Project Manager.
  - b. Project Team.
    - (1) The Project Manager and all other employees assigned to the Project by Consultant will comprise the "Project Team."
    - (2) Project Manager will have responsibility for and will supervise all other employees assigned to the Project by Consultant.
  - c. Discharge, Reassign, Replacement.
    - (1) Consultant acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in **Exhibit A**.
    - (2) Consultant will not discharge, reassign, replace or diminish the responsibilities of any of the employees assigned to the Project who have been approved by City without City's prior written consent unless that person leaves the employment of Consultant, in which event the substitute must first be approved in writing by City.

(3) Consultant will change any of the members of the Project Team at the City's request if an employee's performance does not equal or exceed the level of competence that the City may reasonably expect of a person performing those duties, or if the acts or omissions of that person are detrimental to the development of the Project.

d. Subcontractors.

- (1) Consultant may engage specific technical contractors (each a "Subcontractor") to furnish certain service functions.
- (2) Consultant will remain fully responsible for Subcontractor's services.
- (3) Subcontractors must be approved by the City.
- (4) Consultant will certify by letter that all contracts with Subcontractors have been executed incorporating requirements and standards as set forth in this Agreement.

2. **Schedule.** The Services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project.

3. **Consultant's Work.**

3.1 Standard. Consultant must perform Services in accordance with the standards of due diligence, care, and quality prevailing among consultants having substantial experience with the successful furnishing of Services for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.

3.2 Licensing. Consultant warrants that:

- a. Consultant and its Subconsultants or Subcontractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of Services ("Approvals"); and
- b. Neither Consultant nor any Subconsultant or Subcontractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").
  - (1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments, or to examine Consultant's contracting ability.
  - (2) Consultant must notify City immediately if any Approvals or Debarment changes during the Agreement's duration. The failure of the Consultant to notify City as required will constitute a material default under the Agreement.

3.3 Compliance. Services will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by City.

Contractor must not discriminate against any employee or applicant for employment on the basis race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

3.4 Coordination; Interaction.

- a. For projects that the City believes requires the coordination of various professional services, Consultant will work in close consultation with City to proactively interact with any other professionals retained by City on the Project ("Coordinating Project Professionals").

- b. Consultant will meet to review the Project, Schedule and in-progress work with Coordinating Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.
- c. For projects not involving Coordinating Project Professionals, Consultant will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

3.5 Work Product.

- a. Ownership. Upon receipt of payment for Services furnished, Consultant grants to City, and will cause its Subconsultants or Subcontractors to grant to the City, the exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.*, and other intellectual work product as may be applicable ("Work Product").
  - (1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.
  - (2) Consultant warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.
- b. Delivery. Consultant will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.
- c. City Use.
  - (1) City may reuse the Work Product at its sole discretion.
  - (2) In the event the Work Product is used for another project without further consultations with Consultant, the City agrees to indemnify and hold Consultant harmless from any claim arising out of the Work Product.
  - (3) In such case, City will also remove any seal and title block from the Work Product.

4. **Compensation for the Project.**

- 4.1 Compensation. Consultant's compensation for the Project, including those furnished by its Subconsultants or Subcontractors will not exceed \$588,528.00 as specifically detailed in **Exhibit D** ("Compensation").
- 4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated Scope as outlined in the Project is significantly modified.
  - a. Adjustments to Compensation require a written amendment to this Agreement and may require City Council approval.
  - b. Additional services which are outside the Scope of the Project contained in this Agreement may not be performed by the Consultant without prior written authorization from the City.
  - c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.
- 4.3 Allowances. An "Allowance" may be identified in **Exhibit D** only for work that is required by the Scope and the value of which cannot reasonably be quantified at the time of this Agreement.
  - a. As stated in Sec. 4.1 above, the Compensation must incorporate all Allowance amounts identified in **Exhibit D** and any unused allowance at the completion of the Project will remain with City.

- b. Consultant may not add any mark-up for work identified as an Allowance and which is to be performed by a Subconsultant.
- c. Consultant will not use any portion of an Allowance without prior written authorization from the City.
- d. Examples of Allowance items include, but are not limited to, subsurface pothole investigations, survey, geotechnical investigations, public participation, radio path studies and material testing.

4.4 Expenses. City will reimburse Consultant for certain out-of-pocket expenses necessarily incurred by Consultant in connection with this Agreement, without mark-up (the "Reimbursable Expenses"), including, but not limited to, document reproduction, materials for book preparation, postage, courier and overnight delivery costs incurred with Federal Express or similar carriers, travel and car mileage, subject to the following:

- a. Mileage, airfare, lodging and other travel expenses will be reimbursable only to the extent these would, if incurred, be reimbursed to City of Glendale personnel under its policies and procedures for business travel expense reimbursement made available to Consultant for review prior to the Agreement's execution, and which policies and procedures will be furnished to Consultant;
- b. The Reimbursable Expenses in this section are approved in advance by City in writing; and
- c. The total of all Reimbursable Expenses paid to Consultant in connection with this Agreement will not exceed the "not to exceed" amount identified for Reimbursable Services in the Compensation.

## 5. **Billings and Payment.**

### 5.1 Applications.

- a. Consultant will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.
- b. The period covered by each Payment Application will be one calendar month ending on the last day of the month.

### 5.2 Payment.

- a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.
- b. Payment may be subject to or conditioned upon City's receipt of:
  - (1) Completed work generated by Consultant and its Subconsultants and Subcontractors; and
  - (2) Unconditional waivers and releases on final payment from all Subconsultants and Subcontractors as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

### 5.3 Review and Withholding. City's Project Manager will timely review and certify Payment Applications.

- a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.
- b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

**6. Termination.**

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 15 days following the date of delivery.

- a. Consultant will be equitably compensated for Services furnished prior to receipt of the termination notice and for reasonable costs incurred.
- b. Consultant will also be similarly compensated for any approved effort expended, and approved costs incurred, that are directly associated with Project closeout and delivery of the required items to the City.

6.2 For Cause. City may terminate this Agreement for cause if Consultant fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

- a. Consultant will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Consultant for Services furnished, City will pay the amount due to Consultant, less City's damages, in accordance with the provision of Sec. 5.
- b. If City's direct damages exceed amounts otherwise due to Consultant, Consultant must pay the difference to City immediately upon demand; however, Consultant will not be subject to consequential damages more than \$1,000,000 or the amount of this Agreement, whichever is greater.

7. **Conflict.** Consultant acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.

8. **Insurance.** For the duration of the term of this Agreement, Contractor shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such insurance shall cover Contractor, its agent(s), representative(s), employee(s) and any subcontractors.

8.1 **Minimum Scope and Limit of Insurance.** Coverage must be at least as broad as:

- a. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01, including products and completed operations, with limits of no less than **\$1,000,000** per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- b. Automobile Liability: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
- c. Worker's Compensation: Insurance as required by the State of Arizona, with Statutory Limits, and Employers' Liability insurance with a limit of no less than **\$1,000,000** per accident for bodily injury or disease.
- d. Professional Liability: Insurance with limits of no less than \$1,000,000 per occurrence and \$2,000,000 combined aggregate.

8.2 **Other Insurance Provisions.** The insurance policies required by the Section above must contain, or be endorsed to contain the following insurance provisions:

- a. **The City, its officers, officials, employees and volunteers are to be covered as additional insureds** of the CGL and automobile policies for any liability arising from or

in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such liability may arise, but is not limited to, liability for materials, parts or equipment furnished in connection with any tasks, or work performed by Contractor or on its behalf and for liability arising from automobiles owned, leased, hired or borrowed on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's existing insurance policies, provided such endorsement is at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37, if later revisions are used.

- b. For any claims related to this Project, the **Contractor's insurance coverage shall be primary insurance** with respect to the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
  - c. Each insurance policy required by this Section shall provide that coverage shall not be canceled, except after providing notice to the City.
- 8.3 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless the Contractor has obtained prior approval from the City stating that a non-conforming insurer is acceptable to the City.
- 8.4 Waiver of Subrogation. **Contractor hereby agrees to waive its rights of subrogation which any insurer may acquire** from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agent(s) and subcontractor(s).
- 8.5 Verification of Coverage. Within 15 days of the Effective Date of this Agreement, Contractor shall furnish the City with original certificates and amendatory endorsements, or copies of any applicable insurance language making the coverage required by this Agreement effective. All certificates and endorsements must be received and approved by the City before work commences. Failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements prior to the City's agreement that work may commence shall not waive the Contractor's obligations to obtain and verify insurance coverage as otherwise provided in this Section. The City reserves the right to require complete, certified copies of all required insurance policies, including any endorsements or amendments, required by this Agreement at any time during the Term stated herein.
- Contractor's failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements shall not be considered a Force Majeure or defense for any failure by the Contractor to comply with the terms and conditions of the Agreement, including any schedule for performance or completion of the Project.
- 8.6 Subcontractors. Contractor shall require and shall verify that all subcontractors maintain insurance meeting all requirements of this Agreement.
- 8.7 Special Risk or Circumstances. The City reserves the right to modify these insurance requirements, including any limits of coverage, based on the nature of the risk, prior experience, insurer, coverage or other circumstances unique to the Contractor, the Project or the insurer.

## 9. **Immigration Law Compliance.**

- 9.1 Consultant, and on behalf of any Subconsultant or Subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.
- 9.2 Any breach of warranty under this section is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.

- 9.3 City retains the legal right to inspect the papers of any Consultant, Subconsultant, or Subcontractor employee who performs work under this Agreement to ensure that the Consultant, Subconsultant or any Subcontractor is compliant with the warranty under this section.
- 9.4 City may conduct random inspections, and upon request of City, Consultant will provide copies of papers and records of Consultant demonstrating continued compliance with the warranty under this section. Consultant agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this section.
- 9.5 Consultant agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon Consultant and expressly accrue those obligations directly to the benefit of the City. Consultant also agrees to require any Subconsultant or Subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.
- 9.6 Consultant's warranty and obligations under this section to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.
- 9.7 The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

**10. Notices.**

- 10.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:
- a. The Notice is in writing; and
  - b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested).
  - c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:
    - (1) Received on a business day before 5:00 p.m. at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service; or
    - (2) As of the next business day after receipt, if received after 5:00 p.m.
  - d. The burden of proof of the place and time of delivery is upon the Party giving the Notice.
  - c. Digitalized signatures and copies of signatures will have the same effect as original signatures.

10.2 Representatives.

- a. Consultant. Consultant's representative (the "Consultant's Representative") authorized to act on Consultant's behalf with respect to the Project, and his or her address for Notice delivery is:

David R. Skinner, PE  
HDR  
3200 East Camelback Road, Suite 350  
Phoenix, Arizona 85018

- b. City. City's representative ("City's Representative") authorized to act on City's behalf, and his or her address for Notice delivery is:

City of Glendale  
c/o Patrick Sage, AICP  
6210 West Myrtle Avenue, Suite 112  
Glendale, Arizona 85301

With required copy to:

City Manager  
City of Glendale  
5850 West Glendale Avenue  
Glendale, Arizona 85301

City Attorney  
City of Glendale  
5850 West Glendale Avenue  
Glendale, Arizona 85301

- c. Concurrent Notices.
- (1) All notices to City's representative must be given concurrently to City Manager and City Attorney.
  - (2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by the City Manager and the City Attorney.
  - (3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Consultant identifying the designee(s) and their respective addresses for notices.
- d. Changes. Consultant or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

**11. Financing Assignment.** City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.

**12. Entire Agreement; Survival; Counterparts; Signatures.**

12.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and Consultant and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.

- a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
- b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.
- c. Inconsistencies between the solicitation, any addenda attached to the solicitation, the response or any excerpts attached as **Exhibit A**, and this Agreement, will be resolved by the terms and conditions stated in this Agreement.

12.2 Interpretation.

- a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.
- b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.
- c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

12.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every

other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.

- 12.4 **Amendment.** No amendment to this Agreement will be binding unless in writing and executed by the parties. Electronic signature blocks do not constitute execution for purposes of this Agreement. Any amendment may be subject to City Council approval.
- 12.5 **Remedies.** All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.
- 12.6 **Severability.** If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform with applicable law.
- 12.7 **Counterparts.** This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.
13. **Term.** The term of this Agreement commences upon the Effective Date and continues for an eighteen (18)-month initial period. The City may, at its option and with the approval of the Consultant, extend the term of this Agreement an additional six (6) months. Consultant will be notified in writing by the City of its intent to extend the Agreement period at least 30 calendar days prior to the expiration of the original or any renewal Agreement period. Price adjustments will only be reviewed during the Agreement renewal period. There are no automatic renewals of this Agreement.
14. **Dispute Resolution.** Each claim, controversy and dispute (each a "Dispute") between Consultant and City will be resolved in accordance with **Exhibit E**. The final determination will be made by the City.
15. **Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.
- |           |                    |
|-----------|--------------------|
| Exhibit A | Project            |
| Exhibit B | Scope of Work      |
| Exhibit C | Schedule           |
| Exhibit D | Compensation       |
| Exhibit E | Dispute Resolution |

(Signatures appear on the following page.)

The parties enter into this Agreement effective as of the date shown above.

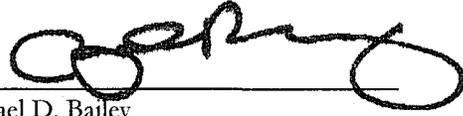
City of Glendale,  
an Arizona municipal corporation

  
By: Richard A. Bowers  
Its: Acting City Manager

ATTEST:

  
Pamela Hanna (SEAL)  
City Clerk

APPROVED AS TO FORM:

  
Michael D. Bailey  
City Attorney

HDR Engineering, Inc.,  
a Nebraska corporation licensed with the State  
of Arizona Board of Technical Registration

  
By: David R. Skinner, PE  
Its: Principal

**EXHIBIT A**  
**Professional Services Agreement**

PROJECT

(Cover Page)

### **Project Description**

HDR Engineering, Inc. will provide professional consulting services to prepare the Glendale Transportation Plan Update. The Glendale Transportation Plan Update has been undertaken to adjust and balance transportation planning initiatives for the City of Glendale. This process will include documenting transportation improvements that have been successfully implemented, re-evaluating incomplete or unaddressed prior initiatives, and identifying future transportation improvement opportunities that incorporate current projections for population growth, economic climate and land use changes in the City. These services are planned to start July 1, 2015 and be completed within 18 months from the project initiation.

The purpose of the Transportation Plan Update project is to plan and promote a multi-modal, integrated and comprehensive transportation system in the City of Glendale to best accommodate current and future transportation needs of residents.

**EXHIBIT B**  
**Professional Services Agreement**

SCOPE OF WORK

(Cover Page)

## Project Work Plan

The project workplan describes the scope activities for the Glendale Transportation Plan update.

The following describes the various groups discussed in this document:

**Study Team** –HDR and its subconsultants

**Project Management Team** – HDR and City staff responsible for project delivery

**Technical Advisory Committee (TAC)** – Comprised of staff representing various City of Glendale departments, as well as others as determined in coordination with the Project Management Team at the start of the project.

**Citizens Transportation Oversight Committee (CTOC)** – Committee appointed by the Glendale City Council to monitor the transportation fund to ensure voter-approved projects, in accordance with Proposition 402, are completed in a timely and cost-effective manner. Advises the City Council on regional transportation issues, public transit, the bicycle program, and alternative transportation modes.

**Stakeholders** – Residents, property owners, business owners, employees, and others with an interest or stake in development of the Transportation Master Plan.

## City Responsibilities

The City will be responsible for the following efforts to assure that the Study Team is able to prepare the Transportation Master Plan (the Plan) as described in this work plan. The Study Team shall rely on the accuracy and completeness of the data furnished by others, including but not limited to, studies, traffic data, land use information, crash information, and CAD/GIS drawings. The City will:

- Furnish all available General Plan data, special studies, copies of existing transportation planning documents, and existing traffic and pavement condition data
- Provide all available CAD drawings, GIS information, and plots and graphics it currently has available as requested by the Study Team
- Facilitate all public meetings by providing space for meetings, creating distribution lists, and publishing and mailing meeting notices
- Facilitate all approvals needed for adoption of the Plan
- Review the draft working documents, provide feedback and comments in timely manner

## Study Team Responsibilities

The Study Team will:

- Compile, analyze, and write the draft and final Plan. The Study Team will develop a document that is easy to read, contains quality, appropriate graphics, and is oriented to the public
- Prepare information materials for focus interviews, public workshops, open houses, and City meetings
- Coordinate with MAG to refine roadway network as necessary, TAZ and socioeconomic data to conduct Glendale-focus travel demand model runs

- Prepare and distribute draft and final minutes of meetings the Study Team is requested to attend by City. (A total of not more than forty meetings are estimated for the fee determination associated with this scope.)
- Provide all necessary project administration, internal coordination, and quality assurance/quality control of its work for the development of the Plan

## **Project Management**

HDR sees project management as a vital component of a successful planning process that establishes outcomes, defines expectations of stakeholders and project participants, maintains schedule and budget, and maintains quality control for all deliverables and work processes. Michael LaBianca will act as HDR's point of contact for the project, and will be directly responsible for coordinating the activities of the Study Team and day-to-day coordination with key City staff.

### ***Technical Advisory Committee Meetings***

The TAC will meet throughout the course of the study at key milestones as defined in the study schedule. The Study Team will prepare an agenda in advance and facilitate these meetings. The TAC will be asked to provide feedback on specific aspects of the study. These meetings are noted sequentially under their respective tasks and the approximate dates are shown on the study schedule.

### ***Coordination with the General Plan Update effort***

Coordinating with the General Plan update will be ongoing throughout the study. Coordination will largely be through communicating with the Project Manager and City staff engaged in the General Plan. In addition, the Study Team proposes making a presentation to the General Plan Committee on materials related to the Transportation Master Plan and transportation topics of interest to the committee.

### ***Progress Reporting Procedures***

The Study Team will prepare and submit a brief progress report with the monthly project invoice. The progress report will include specific activities completed by task during the previous month and planned activities for the following month. A monthly telephone meeting will be scheduled with the Glendale Project Manager to discuss the project progress.

### ***Study Schedule***

The study schedule (refer to Exhibit A) delineates the major steps required for this study, and the approximate timeline for completion. The study schedule also shows the tentative timing of the public meetings and major deliverables.

## **Task 0 – Project Initiation**

At the onset of the project, the Study Team will work with City staff to:

- Identify recent studies, data sources, and other relevant information needed to develop an understanding for the project
- Determine the stakeholders to contact as part of the project understanding, and develop a list of questions for stakeholder focus interviews

- Review the Public Involvement Plan (PIP) that will guide the public involvement process (refer to Task 2 – Public Involvement Approach)
- Identify a TAC membership list
- prepare a base map for use throughout the study process

The objective of the first TAC and CTOC meetings will be to discuss the role and responsibilities of the respective groups in the Plan update; review the project work plan and project schedule; and identify recent studies, data sources, and other relevant information needed to develop an understanding for the project.

#### *Meetings*

- Meet with the Glendale Project Manager to review items identified above
- **TAC meeting #1 and CTOC meeting #1**

#### *Deliverables*

- *Up to two draft revised Work Plans and one final Work Plan*
- *Up to two draft revised PIPs and one final PIP (the 2009 Plan Assessment Element is described in Task 1, and the PIP is described in Task 2)*
- *Project Study Schedule*
- *Glendale Transportation Master Plan Base Map Template*

### **Task 1 – Project Understanding and Context**

This task consists of three distinct sub-tasks, summarized here and described later in detail:

- 2009 Transportation Plan Assessment.** This sub-task will focus on providing the public with understandable, substantive information regarding the existing transportation system, the progress made towards fulfilling the transportation improvement commitments identified in the 2001 Proposition 402 voter approved initiative, the 2009 Plan assessment results, projected socioeconomic trends in the City and the region, and known existing and anticipated transportation challenges.
- Existing Conditions Assessment.** This sub-task will establish a transportation database of multimodal characteristics for the existing roadway and transportation systems. Data on transit service and ridership will also be collected.
- Future Conditions Assessment.** In this sub-task, the Study Team will document the MAG socioeconomic projections for the planning horizons of 2020, 2030, and 2040 as baseline conditions. This information will be used to evaluate how the existing and programmed transportation system will operate with the recommended improvements (working with MAG to conducting the model runs).

The information from these sub-tasks will be used to evaluate the goals and objectives identified in the 2009 Glendale Transportation Plan (the 2009 Plan). Using the information from the 2009 Plan assessment and the existing and future conditions assessments to frame the discussion, the Study Team will solicit input from a broad range of project stakeholders to develop updated goals and objectives for the transportation plan update.

The Study Team will develop evaluation criteria to assist in prioritizing potential projects to recommend for each planning horizon, consistent with the City's goals and objectives. Potential evaluation criteria include traffic safety, impact on traffic congestion, transit connectivity, trail system connectivity, right-of-way and construction costs, community and stakeholder support, and consistency with established goals.

The updated goals and objectives and evaluation criteria will be developed with input from the stakeholders by means of the following outreach activities:

- CTOC goals and objectives workshop
- General Plan Advisory Committee presentation and discussion
- Outreach campaign focused on soliciting input from a broad range of citizens and stakeholders

For general planning purposes, the City will be divided into three segments: east of 75th Avenue; 75th Avenue to 115th Avenue; and west of 115th Avenue.

#### ***Task 1.a - 2009 Transportation Plan Assessment***

The Study Team, with assistance from City staff, will obtain and review the list of projects identified in the 2009 Plan. Project status will be determined using input from City staff and then summarized in an easy to understand and follow format. The 2009 Transportation Plan Assessment will explain the projects (from the 2009 Plan) in the context of the current conditions and forecasts for the Plan horizons. This assessment will be presented as part of the *Existing and Future Conditions Technical Memorandum*. The assessment will include updating the 2009 Plan goals and objectives and identifying the evaluation criteria that will be used in subsequent tasks to evaluate transportation system alternatives. This sub-task will be conducted concurrently with the existing and future conditions assessments.

#### ***Deliverables***

- *2009 Plan Assessment Element of the Existing and Future Conditions Technical Memorandum* will be made available at the completion of Task 1
- *Evaluation Criteria Memo* identifying the performance measures and principles to be used in subsequent tasks to evaluate transportation system alternatives

#### ***Task 1.b - Existing Conditions Assessment***

The Study Team, with assistance from City staff, will obtain and review existing data, studies, and reports from the City and other resource agencies such as ADOT, MAG, MCDOT, and Valley Metro. Key information to obtain includes:

- Aerial photography from the City
- Most recent five-years crash data from the City and ADOT
- Existing and future land use designations from the City
- Historic traffic counts from the City, ADOT, and adjacent cities
- Signal timing and phasing from the City, ADOT, and adjacent cities
- Existing transit service (routes, frequency, and hours) from the City and Valley Metro
- Existing transit ridership (boardings by route/segment and stops) from the City and Valley Metro
- Existing *Bicycle Map* files from the City

- Existing pedestrian facilities
- City will provide Pavement conditions and roadway inventory data

Activities to complete as part of the existing conditions assessment are:

- Using the most recent data, HDR will conduct an existing roadway and traffic conditions assessment. The assessment will comprise of graphics, summary tables, descriptions and major findings
- Stakeholder focus interviews. As part of the existing conditions assessment, HDR will interview up to 20 stakeholders, or stakeholder groups (including boards and commissions such as the Bicycle Advisory and Aviation Committees), through in-person or telephone interviews. Questions for these brief interviews (scheduled for no more than 30 minutes) will be developed by the Project Management Team.
- Collect transit data from multiple sources including Valley Metro annual/monthly ridership reports, Valley Metro farebox data, and Valley Metro Origin/Destination Survey.
- Confirm existing transit farebox data provided by Valley Metro (from City of Phoenix) is from November 2014 or later to improve accuracy.
- Confirm existing bike facilities are accounted for in the *Bicycle Map* files (this information will go into the subsequent revised Glendale *Bicycle Map*, refer to Task 4).
- Ascertain from the outreach activities if there are locations that would benefit from the use of MAG's bicycle counter tubes and if the timing works to borrow them.

### **Meetings**

- **TAC meeting #2 and CTOC meeting #2** - Review information and baseline assumptions from the existing conditions assessment, as well as initial results of the 2009 Plan Assessment and goals and objectives review.
- **Citizen Bicycle Advisory Committee meeting #1** - Learn from the Committee what the general issues and concerns are within Glendale's bicycle community, what changes or additions in bicycle facilities might be desired in the updated Plan, and what their vision is for the future of bicycling, both for Glendale and regionally. The Study Team will also solicit suggestions for evaluation criteria for the recommended improvements.

### **Deliverables**

- *Existing Conditions Memo* summarizing the existing conditions, what was learned from previous studies, and what issues were identified through the stakeholder interviews

### **Task 1.c – Future Conditions Assessment**

The Study Team will confirm the roadway network with City staff. This will include a review of the circulation systems envisioned by planned and approved developments with an eye toward integrating them into the hierarchical system of expressways, arterials, and collectors.

The Study Team will document the MAG socioeconomic projections for the planning horizons of 2020, 2030, and 2040 as baseline conditions. The study team will review the MAG model roadway network to ensure major planned development areas are reflected adequately. This information will be used to evaluate how the existing and programmed transportation system will operate with the recommended improvements.

The Study Team plans to use MAG's travel demand model as the base model for traffic modeling. Using the model, traffic forecasts can quickly identify system deficiencies and evaluate whether the planned roadway network can accommodate the future travel demand. In addition to the base model (MAG's current travel demand model), HDR will prepare up to two alternative scenarios and submit them to MAG for evaluation. HDR will present the results of this analysis as inputs for evaluating the alternatives using the evaluation criteria. This analysis will be used as input in determining recommendations.

Additional activities to be completed as part of the future conditions assessment are:

**Areas of special attention.** The future conditions evaluation will focus on up to four bottleneck locations (a specific example is 83<sup>rd</sup> Avenue and Bell Road), where the transportation system is not performing adequately today. The Study Team will make specific recommendations focused on immediate and long-term solutions to these current challenges. A small area micro-simulation traffic model will be developed comparing the existing, future base and recommended scenario condition. Mitigation measures such as roadway capacity improvement, access management, traffic progression using ITS, and enhanced transit and nonmotorized options will be evaluated.

**Transit.** Document future transit conditions as identified in various transit planning and corridor studies, including the Valley Metro Central Glendale/West Phoenix Transit Corridor Study, Valley Metro Grand Avenue Transit Feasibility Study, Valley Metro Peoria Transit Study, and City of Phoenix Transportation Plan.

**Aviation.** Working with the City, the Study Team will incorporate in the Memo, the Glendale Municipal Airport's forecasts for future operations at the facility, and evaluate impacts to the supporting transportation network.

**Socioeconomics.** The Study Team will evaluate the socioeconomic projections through the three planning horizons and discuss how changing demographics and trends will influence Glendale's transportation needs. Regional growth projections will also be compared for consistency.

**Operations and Maintenance (O&M).** This element will focus on enhancing and maintaining the City's existing transportation infrastructure and on summarizing information from the City's pavement management index program (in progress) and current *Intelligent Transportation Systems Strategic Plan*.

**Beyond Traffic.** The Study Team will prepare a white paper on trends in transportation that may reshape how we travel in the future. The paper will explore items such as *Beyond Traffic*, the US DOT's 30-Year Framework for the Future, and other sources to summarize trends and how they may affect Glendale.

**Destinations.** Learn from the outreach activities what new activity centers and destinations should be included in the Plan and the level of access desired (i.e., all modes, just vehicular)

**General Plan Circulation Element.** Input to the General Plan is necessary early in the process – to meet the General Plan schedule (anticipated to go before voters for ratification in November 2016). The Study Team will provide specific input to this element related to circulation and transit service maps, circulation goals and objectives, and general text in support of this General Plan element.

### **Meetings**

- Study Team will meet with MAG to review the alternative scenarios to be modeled and discuss the desired outputs for further evaluation

- Study Team to present to the General Plan Advisory Committee
- Meeting with the Project Management Team and Glendale Planning Director to discuss input to Glendale 2040 – Envision Glendale
- **TAC meeting #3.** *Review and discuss the Existing and Future Conditions Technical Memorandum; continue discussing modal planning, Complete Streets, and O&M*
- **CTOC meeting #3.** *Review and discuss the Existing and Future Conditions Technical Memorandum; continue discussing modal planning and Complete Streets*
- Study Team will attend a **City Council work session (#1)** to provide a project overview, present initial findings and information, and solicit feedback on the Plan update process

### ***Deliverables***

- Content in support of the Glendale 2040 – Envision Glendale Plan. This will include an updated Roadway Functional Classification map; an updated Transit Services map(s); and updated goals and objectives consistent with the General Plan.
- One draft *Existing and Future Conditions Technical Memorandum* for TAC review (PDF and up to 15 printed copies)
- One draft revised *Existing and Future Conditions Technical Memorandum* for CTOC and stakeholder review (PDF and up to 15 printed copies)
- One final *Existing and Future Conditions Technical Memorandum* (PDF)
- *Transportation Trends* white paper

### ***Assumptions***

- City to provide HDR with electronic copies of available information relating to the transportation network including:
  - 2013 Roadway Network report
  - 2009 Transportation Plan data
  - 2015 traffic counts (all existing counts and counts anticipated in October)
  - Geodatabase or shapefiles containing the Glendale Bicycle Map elements
  - Pavement Management Index and ITS Implementation Plan
  - Information relating to Glendale's past application(s) for Bicycle Friendly City status
- Valley Metro to provide HDR with electronic copies of available information related to the transit performance including:
  - FY 2015 Annual Ridership Report
  - 2015 Monthly Ridership Reports
  - 2015 Farebox Data
  - 2015 Origin/Destination Survey

## Task 2 – Public Involvement Approach

**Development of the Public Involvement Plan.** The overall intent of the 18-month public involvement program will be to engage stakeholders, transportation system users, and the general public in the development of the transportation master plan and gather meaningful input from them that is useful for incorporation in to the goals, objectives, priorities, needs, policies, guidance, and recommendations. The foundation for the engagement/involvement program will be an interactive website that will house project information and offer opportunities for input. Planned personal interaction opportunities will be focused on directing stakeholders, transportation system users, and the general public to the website, and materials offered at meetings and events will mirror the information on the website for consistency. The website will include an interactive map, with various layers available for the review of specific information (e.g., a layer that shows what has been accomplished since 2009 plan, a bike/ped layer, etc.)

### *Public Involvement Phase 1—Program Design*

Phase 1 of the Public Involvement Program will focus on development of the public involvement plan, and will include the identification of target audiences including stakeholders and transportation system users. This phase also will include the identification of events/opportunities for general public input.

During this Phase the project brand and initial key messages will be developed, along with the website. The public involvement plan will be a reader-friendly and visually appealing document that will rely on graphics to communicate work activities, intended outcomes, and calendar.

### *Stakeholder and Transportation User Group Identification*

The Public Involvement Manager will work with the technical team and City staff to identify stakeholder groups including City boards and commissions and other already established groups within Glendale and the surrounding communities with regularly scheduled meetings and/or existing communication tools that can serve as forums/avenues for disseminating information about the TMP and gathering input. The TMP Team will either seek a spot on the entity's agenda or ask to have an informational table at which we can provide information about the Plan and gather input using a short survey (can be completed on paper or online)—the survey will be different depending on the technical activities ongoing but will be consistent online and in person within each technical phase no matter what the meeting, activity, or event. If the entity does not have regular meetings (like an HOA or neighborhood, for example), we can ask them to disseminate information via an email list. Many of these stakeholder groups are open to the general public and therefore support the goal and requirement for transparent and far-reaching engagement. Some examples might include:

- Glendale General Plan Committee
- Citizens Bicycle Advisory Committee—meets 6:30 pm first Monday of each month
- Citizens Transportation Oversight Commission—meets 6 pm first Thursday, bi-monthly
- City Council—meets Tuesdays at 6 pm (workshops Tuesdays during the day)
- City of Peoria Planning and Zoning Commission
- City of Phoenix; City of Surprise; Litchfield Park; El Mirage; Sun City West
- Valley Metro
- Chamber of Commerce
- 196 registered neighborhoods and HOAs available via neighborhood services division

User groups can include commuters (reached via major employers), emergency services, public transportation/transit, delivery services (reach via large commercial/retail centers who accept regular deliveries), school-related transportation such as bus drivers employed by school districts), moms who take their kids to school, motorcycle riders, etc.

### ***Public Involvement Plan***

The Public Involvement Plan will be a detailed plan of meetings and activities that will be composed once the target audiences are identified as described above. In addition to the specific audiences targeted, there will be activities and events identified for general public outreach, including community events and open house type activities to support each technical work phase. Some examples may include:

- Glendale Glitters Spectacular Weekend Nov 27-28, 2015
- Jingle Bell Rockin' Nights December 4-5, 2015
- Winter Wonderland Weekend December 11-12, 2015
- Spirit of Giving Weekend December 18-19, 2015
- Glendale Glitter and Glow Block Party Jan 9, 2016

An email distribution list specific to the TMP effort will be developed starting immediately and maintained throughout the process, so that we also can send out information about meetings, events, appearances, information available for review online, and invitations to complete surveys. Each City Council Member also distributes a weekly newsletter—we will seek to build relationships with the Council assistants and identify opportunities to share in their regular outreach vehicles as well.

All meetings and events will be noticed via numerous channels so they all serve to fill the need for “public meetings.”

### ***Meetings***

- Public Involvement Workshop with City Staff

### ***Deliverables:***

- Project Brand
- Website Launch
- Initial Project Fact Sheet
- Public Involvement Plan
- Initial Contact Database for the project, maintained by Study Team throughout project

*Note: additional deliverables for the public involvement approach are listed under the appropriate tasks*

### ***Public Involvement Phases 2 and 3—Input to Technical Work***

The Public Involvement Lead will be an integral part of the technical team and will implement the public involvement plan alongside the technical work activities so that public and stakeholder input is provided in a timely manner to the goals, objectives, priorities, needs, policies, guidance, and recommendations of the TSP. The first “round” of input (Public Involvement Phase 2) will be on goals, objectives, priorities, and needs, and will revolve for public and stakeholder input around two things: tradeoff questions posed to determine goals, objectives, and priorities for the future, and interactive map exercises online and in person to gather location-specific input on system needs.

The second “round” of outreach and involvement will focus on obtaining public and stakeholder feedback on the recommendations of the plan, also using pointed questions and interactive mapping, online and in person. The Public Involvement Lead will work closely with the technical team and City so that events and meetings are timed appropriately so that meaningful input to the process is obtained. Throughout the process, the Public Involvement Lead also will attend regular team meetings, review technical deliverables, provide creative direction for the continual updating of the vibrant and interactive project website, analyze results from surveys and the interactive mapping exercise and provide graphical depictions of the results (infographics), as well as distributing regular e-newsletters about the project and providing content for other organizations’ newsletters. The Public Involvement Lead will also prepare for and attend TAC meetings, CTOC meetings, a General Plan Advisory Committee Meeting, City Council Work Sessions, and up to 16 additional stakeholder meetings and a number of community events to be identified within the Program Design phase.

### ***Meetings***

- Up to 6 technical advisory committee meetings
- Up to 6 Citizen’s Transportation Oversight Committee meetings
- General Plan Advisory Committee meeting
- Up to 16 additional stakeholder meetings
- Up to 12 hours attendance at community events to be identified within the Program Design phase

### ***Deliverables:***

- Summary meeting notes for all meetings and events attended
- Up to 12 updates to the project web page
- Provide monthly summary of webpage comments for scheduled duration of project

## **Website Development and Interactive Mapping Tool**

HDR will plan, design, develop, and implement a website and interactive mapping tool for the City of Glendale that will provide citizens with access to relevant project information and the ability to submit map based comments.

This project scope includes:

1. Designing, developing and hosting a modern, user-friendly website
2. Creating an interactive web-map displaying project information for each phase of the project
3. Building a location-aware database to store all comments and allow easy searching, sorting, analysis and exporting by public involvement staff.
4. Regular website maintenance and content updates

### ***Website Development***

HDR will design and develop a modern website that allows users to:

- Find up-to-date project information and news

- Contribute comments via an interactive mapping tool [commenting would be a feature on every webpage – whether information page, survey page, or map]
- Sign up for project updates and newsletters

The development of the website and map tool will be divided among 4 tasks: Website Design, Database Development, Web Hosting, and Maintenance and Support.

### ***Task 2.a – Website Design***

Once notice to proceed is received, HDR will begin to design the overall website layout including content areas, footers, logos, and user interface elements like navigation menu and a contact form.

All elements and content will be setup with consideration for search engine optimization (SEO). SEO will ensure the site ranks highly in Google and Bing and can easily be found with keyword search.

The site will include pages for general project information, frequently asked questions, contact information, news and public meeting announcements.

A full-screen interactive map will be created that provides a robust set of mapping tools and functionality as well as seamless integration with the project GIS datasets. The map will provide the following functionality:

1. View project data - Project limits, transit data, land use, open space, etc.
2. Clickable map features – An info window in the map will display summary information for the clicked feature(s)
3. Map legend – A legend will identify map features and allow users to turn layers on and off.
4. Map-based commenting – Users will be able to submit comment(s) for a specific location. Icons on the map will indicate the primary concern (bike, pedestrian, congestion, etc.) their comment addresses.
5. Multiple Basemaps – Users will have the option of using aerial imagery or street map backgrounds

### **Assumptions**

- All content will be posted/updated on the website by HDR staff
- No more than 10 project GIS layers will be included in the map
- The City will provide high quality logos

### **Deliverables**

- Link to development version of the web site for testing and review
- Live site publically available
- Website Source Code
- Website User Guide

### ***Task 2.b – Database Setup***

All comments received from the website will be stored in a single centralized database. The database will be designed to store the following information:

- First and Last Name
- Email Address
- Mailing Address

- Comment Text
- Comment Category
- Latitude and Longitude
- Whether the commenter would like to be added to the project mailing list

The database will allow for data to be easily analyzed and exported to various formats, for example, GIS software, Microsoft Access or Microsoft Excel.

While the database will be built as a SQL Server Database, the database will also be an ESRI SDE Geodatabase allowing full use of ArcGIS Desktop for visualization, editing and export of data if necessary.

HDR will create an automated database generated report that can be emailed to the project team weekly that summarizes all the comments received during the previous week.

#### Assumptions

- No more than 1 report will be setup for automated delivery

#### Deliverables

- A SQL database with tables for storing comments

#### *Task 2.c – Web Hosting & Domain Registration*

During development of the website and mapping application, HDR will host the site on a testing server and provide access to the project team for review. Once development is complete, HDR will publish the site to Microsoft Azure, a cloud hosting platform that is cost effective, reliable and can scale up in power as needed.

HDR's web development tools and version control system integrate directly with Microsoft Azure making it fast and efficient to make updates to the live website.

#### Assumptions

- HDR will provide domain registration and website hosting through 2016

#### Deliverables

- Custom domain name registration
- Website hosting and maintenance

#### *Task 2.d – Maintenance and Support*

HDR will provide all support for website hosting, regular maintenance, domain registrations and content updates.

#### Assumptions

- HDR assumed no more than 8 hours per month for website support once development is complete and the site is live

### Task 3 – Multimodal Transportation Needs Assessment (Gap Analysis)

With input from TAC, CTOC, public outreach process, and information from Task 1 and Task 2, the Study Team will prepare a preliminary multimodal transportation needs assessment. The needs assessment, or Gap Analysis, will evaluate each mode to identify system improvements—in the context of the other modes (e.g., transit route needs to consider pedestrian and bicycle access). The intent of the Gap Analysis is to identify opportunities to expand the network through improvements in the existing (and planned) system.

The Study Team will use the gap analysis results to identify transit priority corridors. These corridors will prioritize transit service and facility improvements based on transit performance and need. Examples include high capacity transit corridors, bus priority corridors, or neighborhood circulator areas.

As part of the Gap Analysis, the Study Team will consider alternate methods to accommodate all modes through an approach referred to as *Complete Streets*. *Complete Streets* are designed and operate to enable safe access for all users, including pedestrians, bicyclists, motorists, and transit riders of all ages and abilities. Through the PIP, the Study Team will engage stakeholders in a discussion of Complete Streets principles with the intent of soliciting support for official consideration of a policy or guidance document (i.e., a Glendale “*Complete Streets*” policy).

A review of the City’s arterial streets (via windshield survey and Google measurement) will assess the potential to reallocate lane widths to accommodate striped bicycle lanes. This effort will include a review of the City’s arterial street standards, and, if appropriate, provide up to three alternate standards that accommodates a striped bicycle lane. The purpose of this exercise being to provide general guidance on gaps and potential alternatives to consider.

The Study Team will assess the City’s current and projected transportation improvement funding. This information will inform the prioritization of projects in the next phase of work.

The Gap Analysis will identify:

- Specific shortcomings in the system (both existing and planned) related to connectivity and continuity for all modes (note, the *2009 Plan Assessment* will evaluate specific gaps in delivery, as relates to the 2009 Plan)
- Typical transit standards and performance measures for various types of transit service
- Typical lane widths on the City’s arterial streets and the capacity to accommodate a striped bike lane
- Stakeholder support for adoption of a City-wide Complete Street policy
- Additional recommendations for Glendale to implement prior to reapplying to become a League of American Bicyclists’ *Bicycle Friendly City*

#### **Meetings:**

- **TAC meeting #4 and CTOC meeting #4** – *Discuss the Gap Analysis memo, arterial street evaluation, and Complete Streets policy*
- **Citizen Bicycle Advisory Committee meeting #2** - *Discuss the findings of Tasks 1 and 3 and solicit comments.*

**Deliverables:**

- One draft *Gap Analysis Memo* for TAC, CTOC, and stakeholder review (PDF and up to 30 printed copies)
- One final *Gap Analysis Memo* (PDF)

**Task 4 – Recommendations and Refinement**

Through an iterative process of technical evaluation and coordination with the City, the Study Team will identify a recommended multimodal improvement plan that prioritizes needs. Working with the identified goals of the transportation master plan, the evaluation criteria, and information derived from the existing and future conditions assessments, the Study Team will identify roadway, transit, and nonmotorized concepts for the City.

**Performance Evaluation/Project Ranking and Prioritization.** This process will begin by reviewing the improvement projects identified through the Gap Analysis and stakeholder input. Based on the evaluation criteria previously identified, each project will be evaluated to determine its ranking. Using the updated goals and objectives, and the transportation funding identified through the Gap Analysis, the ranked projects will be prioritized by plan horizon year. A summary table will be developed that lists the projects by horizon year with short description, potential funding sources and the entity(ies) responsible for implementation. The list will also be presented graphically for each of the Plan horizon years as the Transportation Plan.

Projects that have been identified as either regionally significant or beyond the funding identified in the Plan will be carried forward as “illustrative projects.” It is important to note that while these “illustrative” projects may not have funding today, they are captured in the Plan so they continue to receive attention and consideration as regional or other funding opportunities become available.

**Recommended Improvements.** The results of performance evaluation and project ranking will be the basis for a workshop with City staff to generate a list of recommended improvements. This information will then be presented at a TAC and CTOC meeting to solicit these groups’ input as well.

The recommendations that come out of these discussions will be included in the draft Plan for further consideration and comment. The recommended improvements will include all modes of transportation—roadway, transit, and nonmotorized.

These recommended improvements will be added to the 2040 baseline network and represent the 2040 transportation plan.

**Prepare a revised Glendale Bicycle Map.** Using the information from the existing Glendale Bicycle Map and results from the Gap Analysis, the Study Team will prepare a new Glendale Bicycle Map, a user-friendly, comprehensive, City-wide exhibit that encompasses the Bicycle Element of the Transportation Plan.

**Transit.** Using transit performance data from the existing and future conditions assessment and results from the needs assessment (gap analysis), the Study Team will develop transit alternatives for each planning horizon. The transit alternatives will include an activity-based transit network that identifies transit priority corridors and multi-modal connections within the City but that is also integrated into the

regional transit system. The Study Team will also identify transit supportive policies and transit performance measures that can be used to prioritize transit service improvements.

**Cost Estimates.** Using the latest available actual cost data, the Study Team will develop planning-level capital cost estimates for the transportation system recommended improvements, including engineering, right-of-way and construction costs. The Plan will identify project priorities, financial plans, project responsibilities, and partnering opportunities for each improvement.

**Funding.** The Study Team, with the City, will assess funding options and prepare a funding plan that incorporates costs of the 2015 Transportation Plan Update, including maintenance, operating, capital, and bonding costs.

As a starting point, the Study Team will work with the City of Glendale Financial Services and Public Works Departments to assure that the sources, assumptions, methodology, and projections are consistent with the financial projections developed and updated on an ongoing basis for the City's Capital Improvement Program (CIP). We will also assure that the priorities established for using funds are consistent with the City's priorities for the CIP with respect to 1) improvement of existing assets; 2) replacement of existing assets; and 3) construction of new assets.

**Transportation Funding Options.** The Study Team will evaluate funding options to determine projected revenue parameters for recommended improvements and establish priorities. A subset of 2040 improvements will be developed for 2020 and 2030 (short- and medium-terms, respectively). Additional funding options, beyond the traditional means for paying for transportation improvements, will be identified and discussed as part of the Plan.

The improvement projects will be compared to the City's financial resources including state and federal aid, grants, state shared revenues, local tax revenues, and development exactions such as transportation impact fees. The purpose of this comparison is to identify the 2040 improvements that make the best use of expected resources.

The Plan will also:

- Discuss potential alternative funding strategies, including their revenue potential and limitations of use
- Incorporate O&M elements (provided by the City)
- Include a finance and implementation plan for the major capital projects identified in the Plan
- Identify a future fiber plan for connecting to the Traffic Management Center, based on existing wireless and fiber construction and future needs.

**Complete Streets.** As part of the planning process the Study Team will evaluate and make a recommendation for the implementation of a *Complete Streets* policy. The recommendation will be formulated based on the information the Study Team acquires through outreach, *Complete Streets* dialogue with stakeholder groups and input from the City. In collaboration with the Project Management Team, the Study Team will develop a policy for City's consideration for adoption. The *Complete Streets* recommendations will be consistent with the modal plans described herein.

**Meetings**

- **TAC meeting #5 and CTOC meeting #5** - Review and discuss the draft recommendations
- Study Team will attend a **City Council work session (#2)** to provide a project overview, present initial recommendations and information, and solicit feedback on the Plan

**Deliverables**

- *Draft Transportation Master Plan Recommendations* for TAC review (PDF and 15 color copies)
- *Revised Draft Transportation Master Plan Recommendations*, incorporating TAC comments, for presentation to the CTOC and City Council (PDF and 30 color copies)

**Task 5 Draft and Final Plan**

The Study Team will prepare the Glendale Transportation Plan by concisely and logically presenting the findings and recommendations identified through the planning process. Interim deliverables will be referenced, but not necessarily incorporated verbatim into the plan. The Plan will be in a narrative format and present information graphically where possible, to create a visual document and where necessary supporting documentation will be included as appendices to the document. The following outlines the major components to be included.

**Modal Plans**

This section discusses the specific deliverables that comprise the Glendale Transportation Master Plan update. While the referenced sections can stand alone, the Plan should be considered in its entirety, as the modal plans are intended to work together.

The Plan will bring together the modal plans by describing:

- The overall goals and objectives of the Plan
- A summary of the recommended improvements based on the identified planning horizons (by mode). For the short-term and specific mid-term recommended improvements that are fiscally constrained, sketch-planning level project cost estimates
- An *illustrative plan* (long-range) that identifies those projects that support the goals of the Plan, but where no specific funding has been identified, or where the project, timing, and implementation are the responsibility of others (e.g., ADOT, MAG, private development).
- An implementation Plan that addresses the funding of the recommended improvements identified in the Plan
- A discussion of the operations and maintenance of each modal element, at a master planning level.

The Executive Summary of the Plan will be a stand-alone document that will address the major short, mid-, and long-range recommendations in a concise booklet or poster format (to be decided by Project Management Team). The Executive Summary will present the information graphically, using maps, figures and charts. Copies (as described in deliverables) of this Executive Summary will include a sleeve containing a cd with the electronic copies of the major project deliverables.

**Street network/roadway** section of the plan will include:

- A discussion of the roadway system and improvements that are recommended
- A section that discusses forecast conditions, and how the Plan addresses those conditions

- Level of Service maps which illustrate the roadway congestion forecast for the plan horizons
- (note: the City's roadway standards will be incorporated by reference)
- Future classification network map for Glendale
- A section that addresses operations and maintenance and the City's ITS Plan

**The Pedestrian and Bicycle** section of the Plan will include:

- A discussion of the needs and types of bicyclists and pedestrians
- descriptions of the types of bicycle and pedestrian amenities and improvements that are recommended
- A section that discusses specifically the improvements or actions that will increase the odds of A successful *Bicycle Friendly City* application
- A discussion of land use and planning policies that would help to make the city more accessible to nonmotorized and transit users, including end-of-trip amenities
- A discussion on the benefits of wayfinding

The primary product for the Pedestrian and Bicycle element will be the updated *Bicycle Map*. It will be primarily targeted toward bicycle users, mapping the existing facilities and providing safety tips. However, it could also include information on the city's nonmotorized policies, *Complete Streets*, or planned facilities.

**The Aviation** section of the Plan will include:

- A discussion of regional aviation issues and needs, including ground access to the facilities
- A discussion of the goals and objectives that support the Glendale Municipal Airport and Luke Air Force Base and provide for the protection and enhancement of the facilities and operations, aircraft noise mitigation issues, ground access, and support
- A presentation of the facilities plans for possible growth through anticipated or planned infrastructure improvements.

**The Transit** section of the Plan will include:

- Existing transit service (routes, frequency, and hours)
- Existing transit performance (ridership, costs, etc.)
- Coordination with various transit planning and corridor studies
- Existing and future transit needs in the City
- Descriptions of transit alternatives for each planning horizon
- Transit priority corridors that are integrated into the regional transit system
- Identification of transit project list, including costs for near-term projects

Upon completion of the project, HDR will provide the Plan and supporting documents, ESRI shapefiles (and or geodatabase), in electronic format to the City of Glendale.

#### **Meetings**

- Study Team will attend the **City Council hearing** adopting the Plan

**Deliverables**

- *Draft Transportation Master Plan* for review (PDF and 40 color, bound printed copies)
- *Revised draft Transportation Master Plan*, incorporating comments, for presentation to City Council (PDF and 15 color, bound printed copies)
- *Draft Executive Summary* (PDF and 30 color printed copies)
- *Final Executive Summary* (PDF and 30 color printed copies including cd with relevant project workproducts [including the Plan] in attached sleeve)
- *Final Transportation Master Plan* (PDF and 15 color, bound printed copies)

**Assumptions**

1. Study documents will be prepared using Microsoft Word, Excel, InDesign, and/or PowerPoint, based upon prior agreement of the Project Management Team. Deliverables will be provided in PDF format and printed copies as noted in this workplan.
2. Costs of maintenance activities (unit or one-time costs) to be provided by City of Glendale based on its experience.
3. Maps will be prepared using ESRI products, and may be converted to graphic elements for presentation of data in the Plan and presentation materials. All GIS data will be in either shapefile or geodatabase format.
4. The Study Team will rely on existing fiber and wireless ITS conduit information from the City of Glendale.

**Owner Contingency**

The Glendale *Transportation Master Plan* project budget includes a 10 percent contingency line item that may be used by the City of Glendale for special studies, outreach activities, or other activities in support of the project but not specified in this scope of work. HDR would submit a task order and fee estimate to the Glendale project manager for approval prior to use of these contingency funds.

**Transit Strategic Plan (stand-alone element)**

The Transit Strategic Plan will be a stand alone document that serves several primary purposes:

- Identifies the future transit network within the City for each planning horizon
- Identifies transit projects in Glendale that could be included in the future MAG Regional Transportation Plan ("Proposition 500")
- Evaluates existing system policies/procedures including organizational structure of Glendale Transit (Dial-A-Ride and GUS) and provide recommendations to improve system performance and enhance customer service.

The Transit Strategic Plan will include the following:

- Existing transit service (routes, frequency, and hours)

- Evaluate existing system policies/procedures including organizational structure of Glendale Transit (Dial-A-Ride and GUS) and provide recommendations to improve system performance and enhance customer service.
- Existing transit performance (ridership, costs, etc.)
- Coordination with various transit planning and corridor studies
- Existing and future transit needs in the City
- Descriptions of transit alternatives for each planning horizon
- Transit priority corridors that are integrated into the regional transit system
- Identification of transit project list, including costs for near-term projects
- Identification of transit supportive policies
- Staffing planning related to City of Glendale' GUS and dial-a-ride services
- Identification of transit standards and performance measures
- Opportunities where the City can leverage transit investments made by other jurisdictions, such as the cities of Phoenix and Peoria.
- Operational and funding analysis for City operated transit service, such as the Glendale Urban Shuttle (GUS) and Dial-a-Ride

**EXHIBIT C**  
**Professional Services Agreement**

SCHEDULE

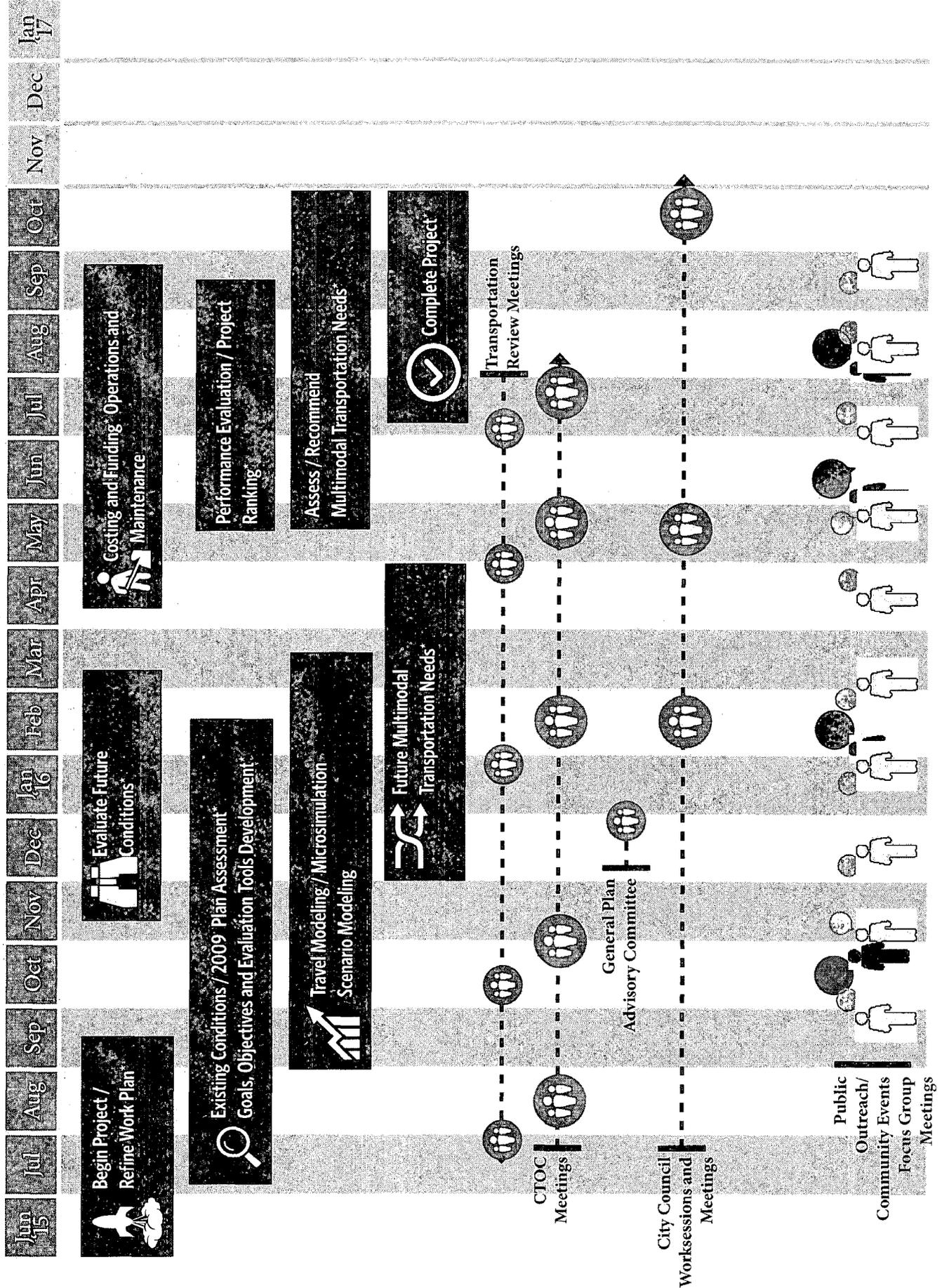
(Cover Page)

## **Project Schedule**

The scope follows the 18 month project schedule identified in the SOQ, with completion of Final Plan expected by November 2016. Refer to *Project Schedule* exhibit on following page.

Upon meeting with the Project Management Team at the onset of the project (refer to Task O – Project Initiation) the Study Team will prepare a detailed Gantt chart of the project schedule relating the work tasks, public involvement activities and major deliverables to the 18-month project schedule.

# 18 MONTHS



**EXHIBIT D**  
**Professional Services Agreement**

COMPENSATION

**METHOD AND AMOUNT OF COMPENSATION**

The consultant will be paid on a time and materials basis according to the attached fee proposal.

**NOT-TO-EXCEED AMOUNT**

The total amount of compensation paid to Consultant for full completion of all work required by the Project during the entire term of the Project must not exceed \$588,528.00.

**DETAILED PROJECT COMPENSATION**

The "must not exceed" amount above includes an owner contingency of \$53,503.00, representing 10 percent of the overall project cost.

See the attached spreadsheet for the detailed fee proposal.

Glendale Transportation Master Plan

Task Description	Sr. Project Advisor	Project Advisor	Project Mgr./ Transit Mgr.	Sr. Planner/ Engineer	Planner/ Engineer	Technician	Tech Editor	Admin/GIS	PI Lead	Graphic Designer	Activity Fee
<b>Task 0 Project Initiation and Project Management</b>											
Project Initiation	2	0	248	8	8			68	0	0	\$ 49,895.00
Project Management			216					52			\$ 8,064.00
											\$ 41,832.00
<b>Task 1 Project Understanding and Context</b>											
Task 1.a 2009 Transportation Plan Assessment	6	24	120	160	336	24	284	0	0	0	\$ 118,424
Task 1.b Existing Conditions Assessment	2	16	44	36	92	8	76				\$ 20,904.00
Task 1.c Future Conditions Assessment	2	8	32	64	96	8	88				\$ 31,200.00
											\$ 25,328.00
<b>Task 2 Public Involvement</b>											
Phase I	2	0	172	40	174	12	72		516	194	\$ 146,410
Phase II	2	0	16	4	24	0	40		80	58	\$ 18,654.00
Web page hosting and content activities			144	36	150	12	40		336	136	\$ 87,288.00
			12						100		\$ 19,240.00
<b>Task 3 Multimodal Needs Assessment</b>											
Gap Analysis	4	0	76	48	88	8	120		0	0	\$ 43,376
	4	0	76	48	88	8	120		0	0	\$ 32,640.00
<b>Task 4 Recommendations and Refinement</b>											
Performance Evaluation, Project Ranking and Prioritization	20	8	72	22	76	0	64		36	0	\$ 43,936
Recommended Improvements	4	4	28	12	32	24	24		8		\$ 11,624
Funding	16	4	12	4	40	4	16		8		\$ 10,288
											\$ 8,800
<b>Task 5 Draft and Final Plan</b>											
Multimodal Transportation Needs	12	12	124	136	148	12	132		20	0	\$ 79,984
Alternative Scenario Development	4	4	36	64	36	40	40		8		\$ 21,720.00
Development of the Preferred Alternative	4	4	20	32	54	40	40		4		\$ 13,968.00
Final Report and Council Presentation	4	4	36	32	38	40	40		4		\$ 16,720.00
											\$ 9,520.00
<b>Transit Strategic Plan</b>											
Draft Report	2	0	52	32	72	8	56		8	0	\$ 41,296
Final Report and Council Presentation			20	24	20	8	16				\$ 12,720.00
											\$ 8,240.00
<b>Total Project Hours (Basic Services)</b>	46	44	864	446	894	64	796		560	194	
HDR Labor Rate	\$ 296	\$ 186	\$ 172	\$ 140	\$ 122	\$ 108	\$ 90		\$ 130	\$ 75	
HDR Labor Cost	\$ 13,616	\$ 8,184	\$ 148,608	\$ 62,440	\$ 109,068	\$ 6,912	\$ 71,640		\$ 72,800	\$ 14,550	
<b>Other Direct Costs</b>											
Public involvement activities (meeting materials, advertisement, etc.)											6,000
Travel											1,818
Printing, mailing, deliveries											3,886
Other Direct Costs Subtotal											11,704
<b>Total Project Cost</b>											\$ 535,026
<b>Owner Contingency (10 percent overall project cost)</b>											\$ 53,503
<b>Project Budget including 10 percent Owner Contingency</b>											\$ 588,528

**EXHIBIT E**  
**Professional Services Agreement**

DISPUTE RESOLUTION

**1. Disputes.**

- 1.1 Commitment. The parties commit to resolving all disputes promptly, equitably, and in a good-faith, cost-effective manner.
- 1.2 Application. The provisions of this Exhibit will be used by the parties to resolve all controversies, claims, or disputes ("Dispute") arising out of or related to this Agreement-including Disputes regarding any alleged breaches of this Agreement.
- 1.3 Initiation. A party may initiate a Dispute by delivery of written notice of the Dispute, including the specifics of the Dispute, to the Representative of the other party as required in this Agreement.
- 1.4 Informal Resolution. When a Dispute notice is given, the parties will designate a member of their senior management who will be authorized to expeditiously resolve the Dispute.
  - a. The parties will provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any Dispute in order to assist in resolving the Dispute as expeditiously and cost effectively as possible;
  - b. The parties' senior managers will meet within 10 business days to discuss and attempt to resolve the Dispute promptly, equitably, and in a good faith manner, and
  - c. The Senior Managers will agree to subsequent meetings if both parties agree that further meetings are necessary to reach a resolution of the Dispute.

**2. Arbitration.**

- 2.1 Rules. If the parties are unable to resolve the Dispute by negotiation within 30 days from the Dispute notice, and unless otherwise informal discussions are extended by the mutual agreement, the Dispute will be decided by binding arbitration in accordance with Construction Industry Rules of the AAA, as amended herein. Although the arbitration will be conducted in accordance with AAA Rules, it will not be administered by the AAA, but will be heard independently.
  - a. The parties will exercise best efforts to select an arbitrator within five business days after agreement for arbitration. If the parties have not agreed upon an arbitrator within this period, the parties will submit the selection of the arbitrator to one of the principals of the mediation firm of Scott & Skelly, LLC, who will then select the arbitrator. The parties will equally share the fees and costs incurred in the selection of the arbitrator.
  - b. The arbitrator selected must be an attorney with at least 15 years' experience with commercial construction legal matters in Maricopa County, Arizona, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least 10 years.
- 2.2 Discovery. The extent and the time set for discovery will be as determined by the arbitrator. Each Party must, however, within 10 days of selection of an arbitrator deliver to the other Party copies of all documents in the delivering party's possession that are relevant to the dispute.

- 2.3 Hearing. The arbitration hearing will be held within 90 days of the appointment of the arbitrator. The arbitration hearing, all proceedings, and all discovery will be conducted in Glendale, Arizona unless otherwise agreed by the parties or required as a result of witness location. Telephonic hearings and other reasonable arrangements may be used to minimize costs.
  - 2.4 Award. At the arbitration hearing, each Party will submit its position to the arbitrator, evidence to support that position, and the exact award sought in this matter with specificity. The arbitrator must select the award sought by one of the parties as the final judgment and may not independently alter or modify the awards sought by the parties, fashion any remedy, or make any equitable order. The arbitrator has no authority to consider or award punitive damages.
  - 2.5 Final Decision. The Arbitrator's decision should be rendered within 15 days after the arbitration hearing is concluded. This decision will be final and binding on the Parties.
  - 2.6 Costs. The prevailing party may enter the arbitration in any court having jurisdiction in order to convert it to a judgment. The non-prevailing party will pay all of the prevailing party's arbitration costs and expenses, including reasonable attorney's fees and costs.
3. **Services to Continue Pending Dispute.** Unless otherwise agreed to in writing, Consultant must continue to perform and maintain progress of required Services during any Dispute resolution or arbitration proceedings, and City will continue to make payment to Consultant in accordance with this Agreement.
  4. **Exceptions.**
    - 4.1 Third Party Claims. City and Consultant are not required to arbitrate any third-party claim, cross-claim, counter claim, or other claim or defense of a third party who is not obligated by contract to arbitrate disputes with City and Consultant.
    - 4.2 Liens. City or Consultant may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice, but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Arizona Law, including, without limitation, an action under A.R.S. § 33-420, without the necessity of initiating or exhausting the procedures of this Exhibit.
    - 4.3 Governmental Actions. This Exhibit does not apply to, and must not be construed to require arbitration of, any claims, actions or other process filed or issued by City of Glendale Building Safety Department or any other agency of City acting in its governmental permitting or other regulatory capacity.