ACTIVE TRANSPORTATION PROJECT AGREEMENT BETWEEN MARICOPA ASSOCIATION OF GOVERNMENTS AND CITY OF MESA FOR THE RED MOUNTAIN MULTIMODAL STUDY

This agreement ("Agreement") is between the Maricopa Association of Governments ("MAG"), an Arizona non-profit corporation, and the City of Mesa an Arizona municipal corporation ("CITY"), collectively referred to as the "Parties," or individually as a "Party."

This Agreement shall become effective as of the last date of execution below and shall continue in full force and effect until June 30, 2025. MAG and CITY view this Agreement as a mutually beneficial relationship.

A) Statutory Authorization Agreement

The Parties are authorized to enter into this Agreement by Arizona Revised Statutes §§ 28-6308 and 28-6353.

B) Purpose of the Agreement

The purpose of this Agreement is to identify and define the level of financial participation by CITY and MAG to prepare the RED MOUNTAIN MULTIMODAL STUDY ("PROJECT").

The PROJECT will be completed through a MAG On-Call Contract using a consultant(s) from the approved Pedestrian and Bicycle Facilities Design Assistance FY 2022-2025 Pedestrian And Bicycle Facilities Design Assistance Program On-Call (1137-DA) And Active Transportation Services On-Call Consultant list. The cost of this PROJECT will not exceed \$52,899.

C) Mission/Goal Statement

The goal of the PROJECT is to provide a Project Assessment for the RED MOUNTAIN MULTIMODAL STUDY for the CITY.

D) Study Funding

- 1. MAG is the recipient of Surface Transportation Block Grant Program Funds as described in the amendments and modifications to the Fiscal Year 2022-2025 Transportation Improvements Plan (TIP).
- The consultant contract for the PROJECT will be for an amount not to exceed \$52,899. Subject to the availability of funding and approval of their respective governing bodies, funding for the PROJECT will be shared among the Parties as follows:

The original amount allocated to the CITY for the PROJECT is \$52,899. Subject to the availability of funding and approval of their respective governing bodies, funding for the PROJECT will be shared among the Parties as follows.

Maricopa Association of Governments	\$ 49,884	94.3%
CITY/TOWN match	\$ 3,015	5.7%
Total / Subtotal	\$ 52,899	100%

3. Cost adjustments: The MAG/CITY proportional share for the awarded funds is to be split 94.3/5.7 for any amount less than or equal to original allocated amount of \$52,899. If at any time during the Project MAG anticipates that there will be cost overruns, MAG will immediately notify CITY and schedule a meeting to discuss the status of the Project. If the cost for the consultant is more than the original allocated amount (including proportional share), it will be the CITY's responsibility to cover excess costs.

- 4. CITY financial participation is limited to paying CITY'S share including additional CITY local funds as provided in paragraphs 3 above. It shall be MAG's responsibility to enter into the consultant contract.
- 5. MAG will invoice CITY for CITY'S share within thirty (30) calendar days of execution of this Agreement. CITY shall make payment to MAG within thirty (30) calendar days after receipt of invoice. The financial contribution of both Parties shall be deposited into the specified account no later than sixty (60) calendar days after payment of invoice. MAG shall maintain billing accounts and financial records during and for three (3) years after the completion of this Agreement and will produce the same to CITY upon CITY'S written request.
- 6. 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 in person, sent by confirmed email, deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, or deposited with any commercial air courier or express service at the addresses set forth below, or to such address as the Parties may substitute by written notice given in the manner described in this paragraph.

For MAG:

Ed Zuercher
Executive Director
Maricopa Association of Governments
302 North First Avenue, Suite 300
Phoenix, Arizona 85003
602-254-6300

For the CITY

City of Mesa Attn: MariaAngelica Deeb 300 E 6th Street PO Box 1466 Mesa, AZ 85211 480-644-2845

Notices shall be deemed received on date delivered, if delivered by hand; on the day it is sent by confirmed email; on the second day after its deposit with any commercial air courier or express service; or, if mailed, ten (10) calendar days after the notice is deposited in the United States mail as above provided; and on the delivery date indicated on receipt if delivered by certified or registered mail. Any time period stated in a notice shall be computed from the time the notice is deemed received. Notices sent by confirmed email shall also be sent by regular mail to the recipients at the above addresses. This requirement for duplication notice is not intended to change the effective date of the notice sent by confirmed email.

- 7. In the event that the MAG funds required for performance of this Agreement are withdrawn or are not available for funding, this Agreement, without penalty to any of the Parties, may be immediately terminated; and any unspent financial contribution paid by CITY will be returned to CITY.
- 8. After the PROJECT has been completed and the final retainage invoice has been paid to the consultant, the CITY will invoice MAG within 30 days for reimbursement of CITY'S SHARE that has not been spent (if any).

E) General Terms and Conditions of the Agreement

1. <u>Governing Law</u>. This Agreement is entered into in Arizona and shall be construed and interpreted under the laws of the State of Arizona.

- 2. <u>Severability</u>. If any provision of this Agreement is declared invalid, illegal or unenforceable, that provision shall be severed from the Agreement, and the remaining provisions shall otherwise remain in full force.
- 3. Hold Harmless. MAG and CITY (each as "Indemnitor") agree to indemnify, defend, and hold harmless the other Party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including, but not limited to, reasonable attorneys' fees) (hereinafter collectively referred to as "Claims") arising out of the bodily injury of any person (including death) or property damage and any other claims (including, but not limited to, claims of derivative or vicarious liability), which are caused by the act, omission, negligence, misconduct or other fault of the Indemnitor, its officers, officials, agents, employees or volunteers.
- 4. This Agreement shall not be construed to imply authority to perform tasks, or accept any responsibility, not expressly set forth herein.
- 5. This Agreement shall be strictly constructed against the creation of a duty or responsibility unless the intention to do so is clearly and unambiguously set forth herein.
- 6. This Agreement shall be subject to cancellation for conflict of interest without penalty or further obligations as provided by A.R.S. § 38-511.
- 7. 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 of each Party.
- 8. Each Party hereby warrants and represents that it has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of each has been properly authorized and empowered to enter into this Agreement. Each Party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.
- 9. Each of the following shall constitute a material breach of this Agreement and an event of default ("Default") hereunder: A Party's failure to observe or perform any of the material covenants, conditions or provisions of this Agreement to be observed or performed by that Party ("Defaulting Party"), where such failure continues for a period of thirty (30) days after the Defaulting Party receives written notice of such failure from the non-defaulting party, provided however that such failure shall not be a Default if the Defaulting Party has commenced to cure the Default within such thirty (30) day period and thereafter is diligently pursuing such cure to completion, but the total aggregate cure period shall not exceed ninety (90) days unless the Parties agree in writing that additional time is reasonably necessary under the circumstances to cure the default. In the event a Defaulting Party fails to perform any of its material obligations under this Agreement and is in Default, the non-defaulting party, at its option, may terminate this Agreement. Further, upon the occurrence of any Default and at any time thereafter, the non-defaulting party may, but shall not be required to, exercise any remedies now or hereafter available to it at law or in equity.
- 10. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36. The Parties to this Agreement shall comply with Executive Order Number 2009-09 issued by the Governor of the State of Arizona and incorporated by reference regarding "Non-Discrimination."
- 11. Non-Availability of Funds: Every obligation of the Parties under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the Parties at the end of the period for which the funds are available. No liability shall accrue to the

Parties in the event this provision is exercised, and the Parties shall not be obligated or liable for any future payments as a result of termination under this paragraph.

- 12. In the event of any controversy, which may arise out of this Agreement, the Parties agree to abide by arbitration as is set forth for public works contracts if required by A.R.S. § 12-1518.
- 13. The Parties shall comply with the applicable requirements of A.R.S. § 41-4401.
- 14. The Parties shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.
- 15. In accordance with Arizona law, attached is the written determination of each Party's legal counsel that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

(Signature page follows)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

CITY, an Arizona municipal corporation

Ву:		
υу	Christopher J. Brady	-
	City Manager	
Date:_		-
Attest:		
Ву:	Holly Moseley City Clerk	-
Maric	opa Association of Governments, an Ari	izona non-profit corporation
Ву:	Ed Zuercher	-
Date:_	Executive Director	-
Revie	wed as to form by General Counsel for e CITY	Maricopa Association of Governments, and Counsel
		ent between MAG and the CITY, an agreement proper in to the CITY under the laws of the State of Arizona.
No opi	inion is expressed as to the authority of MA	AG to enter into this Agreement.
Jim Sr	nith	Kathryn Gasior
	ttorney	Maricopa Association of Governments General Counsel

APPENDIX A - SCOPE OF SERVICES

MARICOPA ASSOCIATION OF GOVERNMENTS ("MAG") TASK ORDER NO. 25

ON-CALL CONTRACT NO. 1137A-0B ALTA PLANNING + DESIGN, INC. FY2022-2025 PEDESTRIAN AND BICYCLE FACILITIES DESIGN ASSISTANCE PROGRAM ON-CALL

RED MOUNTAIN MULTIMODAL STUDY MAG PROJECT NO. 0600-0145-24-E001-1137A-0B.000025

TASK ORDER SUMMARY

The preparation of a complete streets study for the areas including Thomas Rd from Power to Higley Rd, Longbow Pkwy between Higley and Recker Roads, and Recker Rd between Thomas Rd and Longbow Pkwy. The study will assess the enhancement of bike lanes, separated, or buffered where feasible, and give careful consideration to the design of these roadways for appropriate speeds, the separation of users, the improvement of connectivity and access for pedestrians, bicyclists, and transit riders, including for people with disabilities, and the implementation of safety countermeasures.

The Scope of Services described below shall not be modified except at MAG's request or with MAG's concurrence. Any services rendered by Alta Planning + Design, Inc ("CONSULTANT") that MAG considers to be outside the Scope of Services of this Task Order shall not be the responsibility of MAG.

TOTAL TASK ORDER BUDGET

The CONSULTANT budget is attached. The total amount of this Task Order shall not exceed \$52,899.

SCOPE OF SERVICES

Task 1. PROJECT MANAGEMENT & MEETINGS

The CONSULTANT will lead a project kick-off meeting to review project objectives and discuss data needs, schedule, and communication pathways and preferences. An agenda will be provided prior to the kick-off meeting and a summary of decisions and direction will be provided.

Regular contact will be maintained with City and MAG project management staff through virtual biweekly check-ins that are used to provide progress updates, coordinate project needs, and identify issues and challenges encountered.

Consultant will lead up to two virtual/hybrid workshops with the City. These workshops are flexible for scheduling and intended to provide an opportunity for more in-depth discussions, as needed and as identified. Workshops are separate from the Task 3.1 Brainstorm Session.

Project management and administration activities, such as internal coordination, project schedule management, invoicing, and MAG invoicing/progress reports are also included in this task.

Deliverables

- 1. Kick-off meeting and summary
- 2. Recurring bi-weekly half-hour check-ins with City
- 3. Two one-hour project team workshops
- 4. Shared summary tracker of meeting minutes, discussion items, actions, responsible parties, and anticipated resolution dates for check-ins and workshops
- 5. Project administration, invoicing, and current schedule

Task 2. DATA COLLECTION AND EXISTING CONDITIONS

CONSULTANT will provide City with a Data Needs Memorandum requesting relevant background information and suitable mapping data. Anticipated GIS and/or data needs include, but are not limited to, jurisdictional limits; parcel data; roadways and centerlines; roadway features and curblines; existing and planned active transportation facilities; traffic counts; available bicycle and/or pedestrian counts; recent crash data; Mesa water, gas, sewer and storm; land use; planned development; and high-resolution aerial. Salt River Project will be contacted for electric utility data. City will also provide Consultant with relevant bikeway and pedestrian design standards.

Task 2.3: Site Visit

Consultant will conduct a site visit with City Staff at identified locations along the study's four roadway segments. A basemap will be prepared prior to the site visit to identify locations of interest and/or challenges to be considered during the alternatives assessment. The site visit will be used to receive City input on challenges, opportunities, and considerations that may impact cross-section design. A summary of site visit observations, discussions, and direction will be provided.

Task 2.2: Existing Conditions Assessment

CONSULTANT will provide a planning-level existing conditions assessment documenting existing roadway conditions, features, ROW constraints, crash history, traffic conditions, and utility barriers as they relate to active transportation design considerations. CONSULTANT will also assess the existing and planned active transportation network both within and immediately surrounding the study area to identify connectivity opportunities and facility tie-ins. CONSULTANT will also evaluate planned and proposed developments within and directly adjacent to the study area, as provided by City, to determine planning-level impacts on potential active transportation recommendations. A planning-level existing conditions memorandum, that will serve as the basis of an existing conditions section in the final report, will be provided to the City for review and confirmation prior to Task 03 Cross-Section Development.

Traffic data, as provided by City, will be reviewed to understand roadway capacity needs and tradeoffs, and will inform bicycle facility options. No traffic analysis or modeling is included in this scope.

Deliverables

- 1. Data Needs Memorandum including transportation data needs, design standards, and planned/proposed development.
- 2. A project site visit and summary memorandum
- 3. A draft and final existing conditions memo documenting roadway conditions, ROW patterns, crash history, traffic conditions, utility barriers, planned/proposed developments, and broader active transportation connectivity.

Task 3. CROSS-SECTION DEVELOPMENT & REFINEMENT

Task 3.1: Brainstorm Session

CONSULTANT will conduct a 2-hour hybrid (in-person with virtual attendance capability) brainstorming sessions focused on developing draft concepts for each of the four study corridors. This session will be attended by design staff from CONSULTANT in order to facilitate discussions. Prior to the meeting, CONSULTANT will provide cross-section opportunities that will serve as the basis for the brainstorm session. Outcomes of this session will directly inform concept development in Task 3.2

Task 3.2: Project Concept Refinement

Based on the outcomes of the Task 3.1 Brainstorm Session, existing conditions, and national design guidance and best practices, CONSULTANT will develop up to three potential bicycle and pedestrian facility alternatives along each of the four study area corridors. Alternatives will be presented in a brief and concise summary technical memorandum comparing and contrasting each

alternative utilizing the evaluation matrix identified in Task 3.3. The memo will provide a description, typical cross-section, and potential trade-offs (vehicle capacity, parking removal, safety, cost, etc.), and a planning-level cost estimate. Upon review of the memorandum, the CONSULTANT and City Project Management team will select up to three locations for photosim renderings. The city will approve the locations and photo perspective prior to illustrative work.

Task 3.3: Evaluation Matrix

CONSULTANT will work with City to prepare an evaluation matrix for the corridor cross-sections. The evaluation matrix will be associated with each cross-section in the report and anticipated criteria include, but are not limited to, existing conditions limitations, ROW, lighting, known development impacts, safety, cost, parking, vehicle capacity impacts, utility impacts, and bicycle level of stress, among others.

Deliverables

- 1. Project team brainstorm session including preparation materials and a meeting summary
- 2. Up to three (3) cross-sections for each of the four study area corridors
- 3. Up to three (3) photosim illustrations
- 4. Draft and final evaluation matrix; application of evaluation matrix to each cross-section
- 5. Summary memorandum including a description, cross-section, matrix evaluation, and planning level estimate for each option

Task 4. DOCUMENTATION

Task 4.1: Draft & Final Report

CONSULTANT will prepare a draft and final Project Assessment report existing conditions, opportunities & constraints, up to three cross-sections for each of the four corridors, the matrix evaluation of each cross-section, and planning-level cost estimates. The executive summary will be a concise overview of project evaluation results and outcomes, and a statement of regional significance.

The CONSULTANT shall produce a Draft Project Assessment Report including cross-sections and renderings under Task 3. The Project Assessment report will be prepared in the format required by MAG and include the following:

- Executive Summary
- Project information (location, description, map)
- Background data (including the need for the project)
- Project scope (length, type of work, how it is to be constructed)
- Project development Consideration
- Critical outside agency involvement
- Preliminary right-of-way requirements
- Preliminary utility relocation requirements
- Preliminary roadway crossing requirements
- · Adjacent land use and development considerations
- Seasonal considerations
- Design criteria including lighting, landscaping, wayfinding, etc.
- Before / Existing Conditions Photos
- Information on Potential Funding Sources

As part of report finalization, CONSULTANT will support City staff with presentations related to report outcomes and considerations. The CONSULTANT will pull from already created materials and assist with and review slide content. CONSULTANT is not scoped to lead the formatting and assembly of presentations or their delivery.

Deliverables:

- 1. A draft Project Assessment Report
- 2. One round of consolidated comments and suggested edits from the City and MAG
- 3. A final report, based on City and MAG comments
- 4. A draft and final Executive Summary, based on City and MAG comments
- 5. Support with content for up to two (2) presentations
- 6. Packaging of three (3) renderings (photosim illustrations) from Task 3.2
- 7. Electronic files of the Final Project Assessment as well as the Executive Summary and Regional Significance report, one each to MAG and the City.
- 8. Provide supporting files and data used in the development of the final design files, including spreadsheets and geospatial data layers in their native file formats (i.e. XLSX, CSV, GDB, LYR, MPX, CAD, AI, etc. etc.) These files should contain a data dictionary or metadata as appropriate.

TASK ORDER SCHEDULE

This task order will begin on or about June 1, 2024, and will end on June 1, 2025

TASK ORDER PROJECT TEAM

Brandon Gonzalez, AICP — Principal Chloe Ward, PE. — Associate Engineer Matt Fralick P.E. — Associate Engineer II Rebecca Lilliquist, EIT — Designer II Anthony Rios-Gurrola — Planner III Zoey Mauck — Designer II Ashley Turner — Project Coordinator

CONTRACT BUDGET BY TASK ORDER

RED MOUNTAIN MULTIMODAL DAG PROJECT NAME: CONTRACT NUMBER: 1137A-0B CONTRACT PERIOD: FROM 6/1/2024 то 6/1/2025 TASK ORDER NUMBER: TASK ORDER PERIOD: FROM 6/1/2024 6/1/2025 MAG STAFF: KAY PORK

CONSULTANT REMIT TO ADDRESS:

Alta Planning + Desig, Inc. 101 SW Main Street, Suite 2000 Portland, OR 97204

TAXPAYER ID NUMBER: 68-046555

* Only type in the BLUE or GREEN areas and be sure to enter entire budget

- ** Input Raw Hourly Rates TWO DECIMAL PLACES ONLY and use most current information
 *** Invoices should relfect ACTUAL RATES for Prime Consultant Personnel

PRIME CONSULTANT	BUDGET OF PERSONNEL BY TASK NUMBER												
Original Costs and Rates	Raw Direct	Task 1	Task 2	Task 3	Task 4	Task 5	Task 6	Task 7	Task 8	Task 9	Task 10		
	Direct Hourly Rate	Project Management & Meetings	Data Collection & Existing Conditions	Cross-Section Development	Documentation	TASK TITLE	Total Hours	Total Cost					
Brandon Gonzalez	\$69.24	14.00	8.00	6.00	6.00	0.00	0.00	0.00	0.00	0.00	0.00	34.00	\$2,354.16
Chole Ward	\$51.33	4.00	5.00	8.00	4.00	0.00	0.00	0.00	0.00	0.00	0.00	21.00	\$1,077.93
Rebecca Lilliquist	\$43.27	10.00	40.00	80.00	16.00	0.00	0.00	0.00	0.00	0.00	0.00	146.00	\$6,317.42
Anthony Rios-Gurolla	\$35.34	6.00	24.00	16.00	80.00	0.00	0.00	0.00	0.00	0.00	0.00	126.00	\$4,452.84
Matt Fralick	\$61.61	0.00	8.00	2.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	\$616.10
Ashley Turner	\$41.83	4.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4.00	\$167.32
Zoey Mauck	\$37.07	0.00	0.00	32.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	32.00	\$1,186.24
Total Task Hours		38.00	85.00	144.00	106.00	0.00	0.00	0.00	0.00	0.00	0.00	373.00	16,172.01
Total Task Cost		\$1,986.74	\$3,882.41	\$6,162.58	\$4,140.28	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$16,172.01
Overhead and/or Fringe Audited Rate	1.90	\$3,776.00	\$7,378.91	\$11,712.60	\$7,869.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$30,736.53
Total Labor with Overhead		\$5,762.74	\$11,261.32	\$17,875.18	\$12,009.30	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$46,908.54
Fee (10% max rate)	0.10	\$576.27	\$1,126.13	\$1,787.52	\$1,200.93	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$4,690.85
Total Labor Budget With Overhead & Fees		\$ 6,339.01	\$ 12,387.45	\$ 19,662.70	\$ 13,210.23	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 51,599.39

PRIME CONSULTANT	BUDGET OF DIRECTLY REIMBURSABLE EXPENSES										
	Task 1 Project	Task 2 Data Collection	Task 3 Cross-Section	Task 4	Task 5	Task 6	Task 7	Task 8	Task 9	Task 10	
Reimbursable Expenses	Management &		Development	Documentation	TASK TITLE	Total Cost					
Mileage	\$200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$200.00
Total Prime Reimbursable Expenses	\$ 200.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200.00

TOTAL BUDGET											
	Task 1	Task 2	Task 3	Task 4	Task 5	Task 6	Task 7	Task 8	Task 9	Task 10	
TOTAL COST SUMMARY	Project Management &	Data Collection & Existing	Cross-Section Development	Documentation	TASK TITLE	Total Cost					
Total Labor With Overhead and Fee	\$6,339.01	\$12,387.45	\$19,662.70	\$13,210.23	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$51,599.39
Total Prime Reimbursable Expenses	\$200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$200.00
Total Subconsultant Costs	\$0.00	\$1,100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,100.00
Adjustments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
GRAND TOTAL	\$ 6,539.01	\$ 13,487.45	\$ 19,662.70	\$ 13,210.23	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$52,899.39

Input Raw Hourly Rates to TWO DECIMALS ONLY
 Raw Hourly Rates for Budgets should be current actual when possible