

AGREEMENT BETWEEN
MARICOPA ASSOCIATION OF GOVERNMENTS
AND THE CITY OF MESA
FOR PEDESTRIAN AND BICYCLE IMPROVEMENTS FOR US60 SHARED USE PATHWAY
(CONSOLIDATED TO EASTERN CANALS)

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 date it is duly executed by the last Party and shall continue in full force and affect until June 30, 2020. MAG and CITY view this Agreement as a mutually beneficial relationship.

A) Statutory Authorization Agreement

MAG

MAG is empowered by Arizona Revised Statutes §§ 28-6308 and 28-6353 to enter into this Agreement. MAG is the recipient of Regional Area Road Funds, Federal Highway Administration (FHWA) Funds, and Federal Transit Administration Funds as described in the FY 2019 MAG Unified Planning Work Program and Budget (FY 2019 UPWP), and as described in the agreement between MAG and the Arizona Department of Transportation (ADOT).

THE CITY OF MESA

CITY is authorized by Arizona Revised Statutes § 11-952 to enter into this Agreement.

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 PEDESTRIAN AND BICYCLE IMPROVEMENTS FOR US60 SHARED USE PATHWAY (CONSOLIDATED TO EASTERN CANALS) (PROJECT).

The PROJECT will be completed through MAG Contract No. 0600-0145-18-E001-828A-00.000000 using a consultant(s) from the approved FY 2019 Pedestrian and Bicycle Facilities Design Assistance Program and Bicycle and Pedestrian Master Plans and First Time Updates On-Call Consultant list ("CONSULTANT"). The cost of this PROJECT will not exceed NINTEY ONE THOUSAND ONE HUNDRED AND NINETY EIGHT DOLLARS AND 11/100 (\$91,198.11). The scope of services is set forth in Exhibit "A."

C) Mission/Goal Statement

The goal of the PROJECT is to provide a Project Assessment (PA) and 15% design concept plans for the US60 Shared Use Pathway (Consolidated to Eastern Canals) project. The design concept will be to construct a shared-use pathway along the north side of the US 60 connecting the existing Consolidated and Eastern Canal pathways.

D) Study Funding

1. MAG is the recipient of FY 2019 FHWA Planning Funds as described in the FY 2019 UPWP and in the agreement between MAG and the ADOT.

2. The FY 2019 UPWP includes the PROJECT as part of the approved FY 2019 Bicycle and Pedestrian Master Plans and First Time Updates On-Call.
3. The consultant contract for the PROJECT will be for an amount not to exceed \$91,198.11. 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	\$ \$72,958.49	80%
<u>City of Mesa</u>	<u>\$ \$18,239.62</u>	<u>20%</u>
Total	\$ \$91,198.11	100%

4. Cost adjustments: The MAG/CITY proportional share is to be split 80/20 for any amount less than or equal to \$91,198.11. The CITY shall cover any costs in excess of \$91,198.11.
5. CITY'S financial participation is limited to paying CITY'S proportional share as provided in Paragraphs 3 and 4 above. It shall be MAG's responsibility to enter into the consultant contract.
6. MAG will invoice CITY for CITY'S proportional share within thirty (30) calendar days of execution of this Agreement. The 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 reasonable written request.
7. 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:

Eric J. Anderson
 Executive Director
 Maricopa Association of Governments
 302 North First Avenue, Suite 300
 Phoenix, Arizona 85003
 (602) 254-6300

For the City of Mesa:

Maria Angelica Deeb
 Transportation Projects Coordinator
 City of Mesa
 300 E 6th Street
 Mesa AZ 85211
 PO Box 1466
 (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.

8. 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 financial contribution paid by CITY will be returned to CITY.
9. Any remaining unspent funds following PROJECT closeout will be retained by MAG for unrestricted use.

E) General Terms and Conditions of the Agreement

1. Governing Law. This Agreement is entered into in Arizona and shall be construed and interpreted under the laws of the State of Arizona.
2. Severability. 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. Each Party to this Agreement, as "INDEMNITOR," agrees to indemnify, defend and hold harmless the other Party, and such Party's departments, officers, employees, elected officials, agents and representatives (collectively, INDEMNITEES), for, from and against all liability, losses, expenses, damages or claims (collectively CLAIMS) arising from or related to the INDEMNITOR'S performance or non-performance of its obligations pursuant to the terms of this Agreement.
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.

(Signature page follows)

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

City of Mesa, an Arizona municipal corporation

By: _____
CHRISTOPHER J. BRADY
City Manager

Date: _____

Attest:

By: _____
DEEANN MICKELSEN
City Clerk

Maricopa Association of Governments, an Arizona non-profit corporation

By: _____
Eric J. Anderson
Executive Director

Date: _____

Reviewed as to form by General Counsel for Maricopa Association of Governments, and Counsel for the City of Mesa

I have reviewed the above referenced Agreement between MAG and the CITY OF MESA, an agreement proper in form and within the powers and authority granted to the City under the laws of the State of Arizona. No opinion is expressed as to the authority of MAG to enter into this Agreement.

Jim Smith
City of Mesa
City Attorney

Mitesh V. Patel
Maricopa Association of Governments
General Counsel

APPENDIX A – SCOPE OF SERVICES

MARICOPA ASSOCIATION OF GOVERNMENTS (MAG)

FY19 - US60 SHARED USE PATHWAY (CONSOLIDATED TO EASTERN CANALS)

I. WORK PLAN AND TASKS

The purpose of this section is to outline the major tasks required to be performed by the CONSULTANT in order to produce the needed analyses and deliverables to MAG.

The CONSULTANT will provide a Project Assessment (PA) and 15% design concept plans for the US60 Shared Use Pathway (Consolidated to Eastern Canals) project. The design concept will be to construct a shared-use pathway along the north side of the US 60 connecting the existing Consolidated and Eastern Canal pathways. The pathway will be located mostly within the ADOT freeway right-of-way, but physically separated from the motor vehicle travel lanes. The project will construct approx. 1.9 miles of 12-foot wide shared-use path including a buffer zone and decomposed granite for erosion control with safety barrier (as needed), lighting, monument signing, wayfinding, and pedestrian crossings at intersections with 32nd Street, Val Vista Drive, and 39th Street. Enhanced crossings will most likely be needed at 32nd Street and 39th Street. The project will also provide connections to existing parks and pathways. The assessment will determine the best location for these crossings and connections as well as the required spacing for pedestrian lighting, and other facilities that may be needed.

Task 1. Meetings and Coordination

The CONSULTANT will coordinate the Project Kickoff Meeting, held at the CITY with key staff of the requesting agency, the CONSULTANT, ADOT, and MAG Project Manager attending. This meeting will include partial field review and will be scheduled within three (3) weeks of the Notice to Proceed. Project related issues will be identified and discussed at this meeting to use as a basis for development of the PA. Kickoff Meeting notes will be prepared by the CONSULTANT and copies provided to CITY staff and the MAG Project Manager.

The CONSULTANT will coordinate and attend monthly project coordination meetings with the CITY Project Manager, MAG Project Manager, and ADOT representative. These may be in-person or by phone conference. The CONSULTANT, in consultation with the CITY, shall develop a schedule of meeting dates for the Stakeholders and Consultant Team. Project stakeholders include MAG, the CITY Transportation, Engineering, and Parks departments, and ADOT.

The CONSULTANT shall provide project information and graphics, when available, to the City for use at other meetings.

The CONSULTANT will provide MAG with monthly progress reports summarizing the status of the project and work completed during the reporting period. Any issues that are adversely affecting the timely completion of the project and that need to be resolved shall be identified as soon as possible and shall also be identified in the progress reports. Monthly progress reports shall be attached to the monthly invoices.

Task 2. Data Collection and Field Review

The CONSULTANT will collect and review relevant plans, studies, and other information associated with the study area for this PA. The CONSULTANT will compile and review any available as-built plans, utility data, right-of-way information, and relevant studies.

The CONSULTANT will perform a field reconnaissance of the project site to verify existing conditions and features including above ground utilities. The CONSULTANT will conduct an inventory of intersections, driveway accesses, light poles, ADA compliance, and traffic control within the study area.

The CONSULTANT will develop a topographic basefile of existing conditions obtained from aerial method with one-foot contour accuracy that allows the project team to easily identify physical features and potential concerns within the project limits. The mapping will serve as the base map to develop design alternatives.

The CONSULTANT will obtain speed and volume traffic data at the intersections of 32nd Street and 39th Street for the purpose of selecting appropriate pedestrian crossing treatments.

Task 3. Data Analysis

The CONSULTANT shall analyze and review the data collected in Task 2. This data shall be analyzed to determine possible opportunities and constraints as related to the study area and pedestrian and bicyclist safety and circulation.

The CONSULTANT shall conduct initial review of the survey data and base file. This task would include: identifying existing drainage patterns, potential utility (overhead and underground) conflicts, permitting needs (including environmental), ownership of right-of-way, construction and seasonal considerations.

The CONSULTANT shall utilize CITY, ADOT, MAG, FHWA, AASHTO, ADAAG, and NACTO design guidance, as applicable, to develop design criteria (lane widths, minimum dimensions, design best practices) for this project.

Concepts and data collected in Task 2 will be used to identify alternatives and improvements for path routing. The CONSULTANT shall develop up to two alternatives per intersection, segment, and connection to adjacent parks and canal paths and conduct alternatives analysis. One alternative for the Val Vista Road crossing will be grade-separated. One alternative will include covering the existing drainage channel. Only feasibility, summary of constraints, and high-level cost estimate will be developed for structures.

The CONSULTANT shall prepare conceptual level graphics for the project area features.

The CONSULTANT shall identify necessary concept level ADA improvements along the corridor, which would be exclusively for developing a construction budget; no improvements would be detailed within the design concepts.

The CONSULTANT shall develop a construction budget for the two design concepts.

Task 4. Draft Project Assessment Report

The PA report shall describe the scope, schedule and cost of the project. A draft PA (Draft PA) will be distributed to the CITY, MAG, and ADOT for review and comment. The CONSULTANT will follow the ADOT Local Public Agency format for PAs as outlined below.

The PA document/report will include the following information:

- Project Determination – The Project Determination includes the appropriate approval signatures, describes the appropriate class of environmental

documentation, estimated project costs, identifies major funding sources, and anticipated level of public involvement required during design.

- Cover Sheet – Contains the name of the project, project number, highway or street name and number, federal project number (placeholder for future designation), location and route.
- Introduction – Presents the purpose of the project and program information.
- Background – This section addresses year of construction, previous upgrade projects, roadway functional classification, if the roadway is on the National Highway System, existing typical section, general features such as structures, major drainage, major traffic control items, railroad crossings, major utilities, and overview of other studies conducted which caused the project to be programmed.
- Describe the general intersection or corridor right-of-way. Identify the type of right-of-way (acquired by easement or deed). General land ownership should also be identified (Private, other jurisdiction, etc.) whenever possible.
- Project Scope – Contains a description of the proposed pedestrian and/or bicycle improvements and recommended project scope.
- Development Considerations – The PA will include a discussion of the following considerations:
 - Environmental requirements which will include the following:
 - Biological Resources
 - Cultural resources
 - Air Quality
 - Noise
 - Required Land Use Actions
 - Sections 4(f) and 6(f)
 - Hazardous Materials
 - Water Resources
 - Socioeconomics
 - Visual Resources
 - Agency Coordination
 - Required Permits
 - Review of bicycle and pedestrian crash history within the project limits.
 - Outside agency involvement to include, as necessary, project locations that are likely to involve lengthy clearance procedures. Such locations will include projects involving the Forest Service, Bureau of Land Management, Indian Reservations, railroad or irrigation companies, and certain urban settings.
 - Right-of-way requirements: State whether new right-of-way or easements will be required and, whenever possible, the identification of the owner.
 - Utility relocation requirements: Describe any utility impacts, and how the relocation of the utilities is expected to be accomplished (work done by the utility company, bid item in the construction project), how the work is to be financed (local funds or federal aid funds), prior rights issues.
 - Seasonal considerations: Address field survey, data collections and testing, and the construction season.
 - Traffic requirements: Discuss the need for traffic control, pavement marking, signing, and traffic signal or long-term maintenance needs.
 - Survey mapping requirements.

- Design alternatives: Provide three (3) design alternatives (no-build, Alternative 1, Alternative 2). A full discussion of alternatives will be provided. Each design will be given sufficient study to ensure that it is feasible. Any alternatives which deviate from standards will be noted (as described in Task 3).
- Advanced design (30 to 100 percent) requirements: Identify alternatives or issues that should be evaluated during future design phases.
- Design Exceptions state who will request and from whom.
- Other requirements:
 - Reiterate funding source. If the local agency is planning on submitting the project for Federal funds; would the agency process the project under the Certification Acceptance (CA) procedures.
 - Discuss whether the project will be developed by ADOT, CONSULTANT, or by others.
- Estimated Costs
 - Describe the basis of the cost estimate and special assumptions.
 - Prepare a summary of itemized costs with columns for local and other funds in the following categories:
 - Design (Preliminary Engineering)
 - Construction
 - Right-of-way
 - Utility relocation
 - 15 percent construction administration
 - Five (5) percent contingency
 - One (1) percent post design
 - Total Cost
- Coordination with nearby projects
- Discussion of Lower Cost Countermeasures Considered
 - This will include discussion regarding consideration of lower cost countermeasures describing those considered or why other countermeasures are not being considered.
- Vicinity Map
 - Project location and vicinity maps
- Design concepts (as described in Task 3)
- Typical Section Sketch
 - Provide a typical section for the project including right-of-way limits and proposed enhancements

Task 5. **Final Project Assessment Report**

The PA document review team will consist of key CITY staff, MAG Project Manager, and ADOT staff. The PA review team will be provided a minimum of three (3) full weeks to review the Draft PA and submit comments to the CONSULTANT. The CONSULTANT will review all comments and provide a Summary of Comments along with initial responses to the comments. The CONSULTANT will coordinate a comment resolution meeting to be held within two (2) weeks from the deadline for receiving comments. The CONSULTANT will schedule and facilitate a comment resolution meeting with the PA team for the final disposition of all comments.

The CITY is currently working with ADOT to develop an intergovernmental agreement (IGA) that is relevant to the study area. Terms of the IGA will be incorporated into the Final PA document. The project schedule reflects additional time that may be required for the IGA to be developed.

The CONSULTANT will prepare a final PA (Final PA) document that would reflect the consensus on scope, schedule and cost and include all elements described in Task 4 with all pertinent documents. The Final PA document shall address all comments on the Draft PA that have been received from the local public agency, MAG, and ADOT. The Final PA will be submitted electronically to MAG within fifty-two (52) weeks of notice to proceed. The Final PA will be delivered in Microsoft Word and Adobe Acrobat PDF file versions.

Note: If the project is funded for design and/or construction using Federal funds, the Final PA document will need to be labeled as Draft PA for submittal to ADOT during the design stage.

Task 6. Executive Summary and Regional Significance Report

CONSULTANT will prepare an executive summary of the project. The summary shall include an aerial map of the area, before and after images, renderings, and a brief description of the pedestrian/bicycle design project and key recommendations. A primary goal of the summary shall be to provide an explanation of the regional significance of the PROJECT and lessons learned from this PROJECT that could be applied to the other areas of the region to help improve the pedestrian/bicycle environment. The summary will include text to describe the short term and long-term pedestrian improvement and bike design impacts to the CITY and how this project fits with the CITY's current citywide bicycle masterplan and regional active transportation plan. The summary shall be reviewed by the MAG Program Manager and comments shall be incorporated into the draft summary to create a final version.

II. DELIVERABLES

Task 1: Notes from the Project Kickoff Meeting including an account of the field review; date, time, attendees, observations made, and measurements taken (if any). Participation in monthly project coordination meetings and monthly progress reports. Meeting minutes for stakeholder meetings.

Task 2: Traffic volume and speed data files. Confirmation of survey and field review.

Task 3: AutoCAD base file. Project photos (in .jpg format). High resolution versions of all prepared graphics.

Task 4: Prepare and deliver Draft Project Assessment Report. One PDF and one Microsoft Word version of the PA delivered to the CITY and MAG project manager(s) via e-mail for distribution. The PDF version will be distributed to other reviewers.

Task 5: Prepare and deliver to CITY and MAG a summary of comments and initial responses to the comments. Prepare and deliver comment resolution meeting minutes including disposition of the discussion of consensus on scope, alternatives, schedule and cost. Document the final disposition of all comments received on the Draft PA. Prepare Final PA Report including all pertinent documents.

Task 6: Prepare and deliver to MAG an Executive Summary and Regional Significance Report.

III. SCHEDULE

It is anticipated that the project will commence on or about March 11, 2019, and will be completed by February 28, 2020.

<u>Task</u>	<u>Schedule for Completion</u>
1. Meetings and Coordination	February 28, 2020
2. Data Collection and Field Review	June 14, 2019
3. Data Analysis	September 13, 2019
4. Draft Project Assessment	November 8, 2019
5. Final Project Assessment	February 28, 2020
6. Executive Summary and Regional Significance Report	February 28, 2020

IV. BUDGET

The budget for the project by task is as follows:

<u>Task</u>	<u>Budget</u>
1. Meetings and Coordination	\$ 12,917.78
2. Data Collection and Field Review	\$ 16,989.09
3. Data Analysis	\$ 21,251.82
4. Draft Project Assessment	\$ 26,357.64
5. Final Project Assessment	\$ 11,023.60
6. Executive Summary and Regional Significance Report	\$ 2,658.19
Total	\$91,198.12