

Agreement No. _____

Design, Construction, and Funding Agreement

for the

Bus Stop Improvements Project

by and between

Regional Public Transportation Authority

and

City of Mesa

Table of Contents

1.0	DEFINITIONS AND TERMINOLOGY.....	3
2.0	EFFECTIVE DATE; AGREEMENT TERM; TIME OF PERFORMANCE.....	6
3.0	STATEMENT OF MUTUAL SUPPORT.....	6
4.0	TERMINATION.....	7
5.0	INDEMNIFICATION.....	7
6.0	INSURANCE.....	7
7.0	DISPUTES.....	8
8.0	DEFAULT.....	8
9.0	GENERAL PROVISIONS.....	8
10.0	INTERGOVERNMENTAL AGREEMENT DETERMINATION	13
	EXHIBIT A: SCOPE OF WORK.....	14

THIS DESIGN, CONSTRUCTION, AND FUNDING AGREEMENT (“**Agreement**”) is made and entered into this _____ day of _____, 2026, by and between City of Mesa, a municipal corporation duly organized and existing under the laws of the State of Arizona (hereinafter referred to as “**City**”) and Regional Public Transportation Authority, a political subdivision of the State of Arizona (hereinafter referred to as “**Valley Metro**”). City and Valley Metro are sometimes referred to collectively as “**Parties**” or individually as “**Party**.”

RECITALS

- A.** Valley Metro is a political subdivision of the State of Arizona, i.e., a public improvement district, established for the purpose of planning and providing public transportation services [Sections 48-5101, et seq., Arizona Revised Statutes].
- B.** City has statutory authority to enter into agreements with other entities joint services [Sections 11-951, et seq., Arizona Revised Statutes].
- C.** As a political subdivision of the state of Arizona, Valley Metro may contract and enter into stipulations of any nature to do all acts necessary and convenient for the full exercise of its powers granted under Sections 48-5101, et seq., Arizona Revised Statutes, including entering into intergovernmental agreements with other governmental entities [Sections 11-951, et seq., Arizona Revised Statutes].
- D.** Whereas transit activities are one of those types of activities authorized pursuant to the aforementioned statutory and other authorities, Valley Metro desires to perform such services upon and subject to the terms and conditions below.
- E.** Valley Metro and City have developed preliminary design documents that will be advanced into Construction Documents under this Agreement.
- F.** City has been authorized by its City Council, and Valley Metro has been authorized by its Board of Directors, to enter into this Agreement.

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

AGREEMENT

1.0 DEFINITIONS AND TERMINOLOGY.

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

- A. “Agreement”** means this agreement.

- B. **“Beneficial Operations”** means the Project has been designed, constructed, and tested—and is providing benefits to the public-transit users as intended.
- C. **“City Representative - Engineering”** means City’s point of contact that Valley Metro is to use for all Project coordination regarding engineering and construction matters.
- D. **“City Representative - Transit”** means City’s point of contact that Valley Metro is to use for all Project coordination regarding community engagement, administrative, and financial matters.
- E. **“City Utilities”** means City’s water-distribution system, storm-drain system, sanitary-sewer system, irrigation-distribution system, fiber-optic lines, telecommunications system, traffic-signal system, electrical-distribution system, natural-gas-distribution system, and the streetlighting system, individually or collectively.
- F. **“Construction Acceptance”** means Valley Metro’s formal acceptance of the construction of an individual Project element.
- G. **“Construction Documents”** means the design plans, specifications, standard details, general provisions, special provisions, and City policies and procedures created to collectively represent the infrastructure to be installed for the Project.
- H. **“Contract Record Documents”** means those required documents that illustrate the Project’s work as actually installed, placed, erected, and applied through acceptance of the work, commonly referred to as as-builts.
- I. **“Day”** or **“Days”** means calendar days and *not* business days unless a different meaning clearly appears from the context.
- J. **“Designee”** means a person authorized to represent others for the Project. The Party delegating authority shall provide notification of the delegation and the identity of the Designee to the other Party in writing.
- K. **“Grant”** means competitive Federal Transit Administration (**“FTA”**) funding grant that agencies apply for to fund specific capital investments.
- L. **“Members”** or **“Member Cities”** are defined in Valley Metro’s By-Laws and include Avondale, Buckeye, Chandler, El Mirage, Fountain Hills, Gilbert, Glendale, Goodyear, Maricopa County, Mesa, Peoria, Phoenix, Queen Creek, Scottsdale, Surprise, Tempe, Tolleson, Wickenburg, and Youngtown.
- M. **“Project”** means the Mesa Bus Stop Improvements Project.

N. “Project Management Team” means the team that Valley Metro assembles to serve an advisory role to the Valley Metro Representative on issues related to budget, schedule, scope of work, and quality. The Project Management Team shall be composed of the following individuals or their Designees:

1. Valley Metro’s staff, which includes its
 - Project Manager (Valley Metro Representative)
 - Deputy Chief, Design and Construction
 - Manager of Construction and Utilities
 - Engineering Manager
 - Senior Civil Engineer
 - Job Order Contract Project Manager
2. City’s staff, which includes its
 - Transit Services Director (City Representative - Transit)
 - Assistant City Engineer (City Representative – Engineering)
 - Supervising Engineer
 - Senior Civil Engineer
 - Transit Services Coordinator

O. “Project Master Schedule” means the schedule Valley Metro develops for the Project and is consistent with Valley Metro’s project control process.

P. “Project Submittals” means all design drawings, shop drawings, product data, test data, specifications, design and construction submittals, construction schedules, fabrication drawings, erection drawings, and similar documents that are produced by Valley Metro during the design and construction of the Project.

Q. “Temporary Construction Easement” (“TCE”) means an easement on private property secured by City and used for access and construction activities on a temporary basis.

R. “Valley Metro Representative” means Valley Metro’s point of contact that City is to use for all Project coordination.

1.2 Terminology. The words and terms discussed below are not defined terms that require initial capital letters, but in this agreement have the indicated meaning:

A. Furnish, Install, Perform, Provide.

1. The word **“furnish,”** when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Project’s site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word “**install**,” when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment as complete and ready for intended use.
3. The words “**perform**” or “**provide**,” when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment as complete and ready for intended use.
4. If a Party’s obligation with respect to specific services, materials, or equipment does not expressly use the words “furnish,” “install,” “perform,” or “provide,” then the Party shall furnish and install said services, materials, or equipment as complete and ready for intended use.

B. Quality Assurance, Quality Control.

1. The words “**quality assurance**” includes planning for quality management activities and confirming that those activities were carried out.
2. The words “**quality control**” includes (1) the actual implementation of quality management activities, (2) the inspections to confirm that processes are correctly and completely performed, and (3) the documentation of these inspections and confirmations.

2.0 EFFECTIVE DATE; AGREEMENT TERM; TIME OF PERFORMANCE.

The “**Effective Date**” is the date on which this Agreement is signed by both Parties.

This Agreement shall be operative until all the following have occurred:

- A. Entry of individual Project sites into Beneficial Operations;
- B. Conclusion of all planned design, construction, and warranty work; and
- C. Valley Metro’s completion and delivery of the Contract Record Documents.

The Parties do *not* intend that this Agreement’s term shall exceed any limitation imposed by law, including the laws of the State of Arizona, and agree to comply with any applicable requirements of such laws in connection with any renewal of this Agreement’s term.

3.0 STATEMENT OF MUTUAL SUPPORT.

The Parties hereby acknowledge support for the Project. Each Party shall cooperate with the other Party in a manner consistent with the commitments made and obligations assumed in

this Agreement. Such cooperation and assistance shall include the dedication and reallocation of personnel, as required and feasible, to meet the Project's goal with respect to budget, schedule, and quality. The Parties agree to cooperate to prevent increases in the Project's scope of work beyond the baseline scope of work established by the Parties.

4.0 TERMINATION.

This Agreement may be terminated by a mutual agreement between the Parties, or at the option of either Party upon **60 days'** prior written notice if either Party is in default in the performance of any material covenant, term, or condition contained in this Agreement and fails to cure, pursuant to the terms and time frames set forth in **Section 8.0** of this Agreement.

If this Agreement is canceled by City, then City shall remain responsible for payment to Valley Metro for all Work performed through the date of termination, and for reimbursement to Valley Metro for all non-cancelable commitments incurred to furnish the services provided herein.

Valley Metro will provide City with all documentation for complete Grant reimbursement and reporting.

5.0 INDEMNIFICATION.

Each Party (as "**Indemnitor**") agrees to indemnify, defend, and hold harmless the other Party (as "**Indemnitee**") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "**Claims**") arising out of bodily injury (including death) of any person or property damage, but only to the extent that such Claims that result in vicarious or derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

Each Party must use its best efforts to cause all of its contractors (each an "**Additional Indemnitor**") to indemnify, defend, and hold harmless the other Party from and against any and all Claims caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the Additional Indemnitor and persons for whom it is vicariously liable.

6.0 INSURANCE.

Valley Metro will procure and maintain the minimum insurance coverage consistent with Valley Metro's insurance program. City will be named as an additional insured for the full amounts of coverage and types under Valley Metro's insurance program. Valley Metro will provide City with a copy of all policies, endorsements, and certifications upon request.

7.0 DISPUTES.

Any dispute arising out of any provision of this Agreement, shall first be handled at the staff level of Valley Metro and City. If the dispute is not resolved at the staff level within **10 days** of declaration of the dispute, then the dispute shall be referred to Valley Metro's Chief of Capital Development Division (or Designee) and the Deputy City Engineer (or Designee). If the dispute cannot be resolved by Valley Metro's Chief of Capital Development and the City Engineer within **10 days** of it being referred, then the dispute shall be referred to Valley Metro's Chief Executive Officer (or Designee) and the Assistant City Engineer (or Designee). If a Designee assigned by Valley Metro's Chief Executive Officer or the City Manager cannot resolve the issue, then Valley Metro's Executive Officer and the City Manager shall directly attempt resolution. If a dispute cannot be resolved by Valley Metro's Chief Executive Officer and the City Manager after good faith negotiations aimed at reaching an amicable solution, then the dispute may be brought before a court of competent jurisdiction as provided in **Section 9.6** of this Agreement.

8.0 DEFAULT.

Either Party shall be deemed in default under this Agreement upon failure of such Party to observe and perform in accordance with any material covenant, condition, or agreement (including City's local requirements and Valley Metro's By-Laws as applicable), and the continuance by that Party of such failure for a period of **30 days** after written notice by the other Party as provided in **Section 9.9** of this Agreement. Such notice shall specify the default and request the default be cured within **30 days**. If the default stated in the notice cannot be corrected within **30 days** (or a longer period if agreed to in writing by the noticing Party before expiration of the **30 days**), that default will *not* give rise to a default under this Agreement if corrective action is instituted within the applicable period and diligently pursued until the default is corrected.

9.0 GENERAL PROVISIONS.

9.1 Recitals. The recitals set forth above are acknowledged by the Parties to be true and correct and are incorporated into this Agreement by reference.

9.2 Audit. All books, accounts, reports, files, and other records relating to this Agreement and the Project that are under the custody or control of Valley Metro shall be subject, at all reasonable times, to inspection and audit by City consistent with the rights of Valley Metro's Member Cities.

9.3 Conflict of Interest. All Parties acknowledge that this Agreement is subject to termination by City pursuant to Section 38-511, Arizona Revised Statutes.

9.4 Funding Obligations.

- A. Funds allocated for the delivery of the Project's elements are categorized across the following City sources:

\$800,000 Congressional Discretionary Funds (Grant funds)
\$200,000 City's Local Match
\$1,140,000 Other City Funds

Subtotal \$2,140,000

(Contingency \$380,000)

Total \$2,520,000

- B. Valley Metro will track all actual costs incurred in support of the Project including design, construction, and staff support. Valley Metro will invoice City monthly to seek reimbursement for Project costs. The invoices will include supporting information such as consultant invoices, contractor invoices, and a summary of Valley Metro staff support time. Upon review and approval, City will process and pay the invoices within 30 days. City is responsible for Grant management and reporting. Valley Metro will support City with progress updates as needed for Grant management.
- C. Valley Metro will provide City with the Project's schedule updates necessary for City's management of Grant funding.
- D. Use of Project contingency funds requires written approval from the City Representative – Transit prior to use.
- E. Adjustments to the Project budget and Funding Obligations may be made through a written amendment agreed to by the Transit Services Director and Valley Metro's Chief of Capital Development.
- F. This Agreement shall *not* be construed to obligate any Party to make financial contributions toward the Project except as provided. Fiscal obligations associated with this Agreement are as described herein.

9.5 Non-Appropriation. If funds are not appropriated for this Project in any given fiscal year budget, then this Agreement may be terminated by City at the end of the period for which funds are available. No liability shall accrue against City for the periods for which funds are not available in the event termination of this Agreement is because of non-appropriation, and City shall not be obligated or liable for any future payments for any periods for which funds are not available or damages as a result of the termination of this Agreement for non-appropriation.

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

9.7 Agency and Third-Party Beneficiaries. This Agreement is intended to benefit the Parties only, and no other person shall claim any implied right, benefit, or interest in such services. The Parties intend *not* to create rights in, or remedies to, any third party as a beneficiary of this Agreement or of any duty, covenant, obligation, or undertaking established under this Agreement.

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

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

1. If intended for Valley Metro:

Regional Public Transportation Authority
Attn: Jessica Mefford-Miller, Chief Executive Officer
101 N. First Avenue, Suite 1300
Phoenix, Arizona 85003
Email: jmeffordmiller@valleymetro.org

2. If intended for City:

City of Mesa, Office of the City Manager
Attn: Scott Butler
P.O. Box 1466
Mesa, Arizona 85211
Email: scott.butler@mesaaz.gov

- A.** Notices may be sent via personal delivery, certified or registered mail with postage prepaid, overnight courier, or email. If provided by personal delivery, receipt will be deemed effective upon delivery. If sent via certified or registered mail, receipt will be deemed effective three (3) calendar days after being deposited in the United States mail. If sent via overnight courier, or email, receipt will be deemed effective two (2) calendar days after the sending thereof.

- B. Any time period stated in a Notice will be computed from the time the Notice is deemed received. Either Party may change the mailing address, email address, or the person to receive any Notice by notifying the other Party with a Notice of this change.
- C. Notice sent by email shall also be sent by United States first-class mail to the recipient at the above address. The requirement for duplicate notice is not intended to change the effective date of the original Notice sent by email.

9.10 Police Power. The Parties acknowledge the right vested in City pursuant by law to exercise its police power for the protection of the health, safety, and welfare of its constituents and the safeguarding of its properties. Nothing in this Agreement shall be construed as precluding City from exercising such powers in connection with this Agreement.

9.11 Severability. If any provision of this Agreement is declared void or unenforceable, such provision will be severed from this Agreement, which will otherwise remain in full force and effect. The parties will negotiate diligently in good faith for such amendment(s) of this Agreement as may be necessary to achieve the original intent of this Agreement, notwithstanding such invalidity or unenforceability.

9.12 Survival. The indemnifications provided in this Agreement shall have full force and effect notwithstanding any of its other provisions and shall survive any termination or expiration of this Agreement.

9.13 Construction and Interpretation of Agreement. This Agreement and its provisions, exhibits, terms, and conditions have been reached through negotiations between the Parties. Accordingly, this Agreement shall *not* be deemed to have been authored, prepared, or drafted by any particular Party, and the rule of construction that resolves ambiguities against the drafter shall *not* be employed in this Agreement's interpretation.

9.14 Amendment. This Agreement may be modified or amended only by a written document executed by both Valley Metro and City (with approval as to form by the City Attorney). Such document shall expressly state that it is intended by the Parties to amend specifically identified terms and conditions of this Agreement.

9.15 Benefit and Binding Effect. The terms and provisions of this Agreement shall inure to the benefit of and bind the Parties and respective successors and permitted assigns.

9.16 Further Assurances. The Parties shall execute such other documents and take such other actions, as may be reasonably necessary or proper, to achieve intents and purposes of this Agreement.

9.17 Entire Agreement. This Agreement, together with the exhibits, instruments, and other documents required to be executed and delivered in connection with this Agreement,

supersedes all prior agreements and understandings of the Parties with regard to this Agreement's subject matter.

9.18 Incorporation of Exhibits. This Agreement in its entirety includes the Exhibits listed below, all of which are incorporated by reference herein and made part hereof as though fully set forth. The Exhibits of this Agreement are as follows:

EXHIBIT A SCOPE OF WORK

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

**REGIONAL PUBLIC TRANSPORTATION
AUTHORITY (Valley Metro)**

By: _____
Jessica Mefford-Miller, Chief Executive Officer

APPROVED AS TO FORM:

By: _____
Michael Wawro
Chief Legal Officer

CITY OF MESA (City)

By: _____
Scott J. Butler, City Manager

By: _____
Holly Mosley, City Clerk

APPROVED AS TO FORM:

By: _____
Sarah Steadman, Assistant City Attorney

10.0 INTERGOVERNMENTAL AGREEMENT DETERMINATION

In accordance with the requirements of Section 11-952(D), Arizona Revised Statutes, each of the undersigned attorneys acknowledge: **(1)** that they have reviewed the above Agreement on behalf of their respective clients; and **(2)** that, as to their respective clients only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Sarah Steadman
Assistant City Attorney
(City)

Michael Wawro
Chief Legal Officer
Regional Public Transit Authority
(Valley Metro)

EXHIBIT A: SCOPE OF WORK

OVERVIEW

The purpose of the Project's Work is to deliver capital improvements for City using Valley Metro's resources, including design and construction services. The Project includes bus stop improvements, including the design and installation of new bus shelters at sites as directed by City, and described herein using the funds identified in **Section 9.4** of this Agreement.

Valley Metro shall engage, use, and oversee a construction contractor in performing tasks assigned to the construction contractor as indicated in the Work.

Work may be performed using Valley Metro's staff, consultants, sub-consultants, construction contractors, and construction sub-contractors as deemed appropriate by Valley Metro in Valley Metro's sole discretion.

PROJECT'S POTENTIAL SITES

Potential Project sites identified by City are detailed in **Table A-1**. It is not anticipated that all sites identified in Table A-1 can be completed with current funding. Project sites selected for advancement to final design and construction will be determined by the Project Management Team and based on ridership, right-of-way needs, utility impacts, construction phasing, and cost.

Facility ID numbers with marked with an asterisk (" * ") are sites to be designed and constructed using Grant funds.

Table A-1: Site Locations

Facility ID	Primary Street	Travel Direction	Cross Street	Site Location at Intersection	Bus Shelter Detail
TBUS0079	Brown	Westbound	Country Club	Northwest Corner	M1215.4
TBUS0087*	University	Eastbound	Longmore	Southeast Corner	M1215.4
TBUS0090*	University	Eastbound	Westwood	Northwest Corner	M1215.8
TBUS0152*	University	Westbound	Hall	Northwest Corner	M1215.8
TBUS0164*	University	Westbound	Westwood	Northwest Corner	M1215.4
TBUS0230*	Broadway	Eastbound	Alma School	Southeast Corner	M1215.4
TBUS0232*	Broadway	Eastbound	Extension	Southeast Corner	M1215.4
TBUS0282*	Broadway	Westbound	Williams	Northwest Corner	M1215.4
TBUS0290	Broadway	Westbound	Sirriner	Northwest Corner	M1215.4
TBUS0296*	Broadway	Westbound	Westwood	Northwest Corner	M1215.8
TBUS0302*	Broadway	Westbound	Valencia	Northwest Corner	M1215.4
TBUS0343*	Dobson	Southbound	2nd St	Southwest Corner	M1215.4

TBUS0377*	Alma School	Southbound	6th Ave	Southwest Corner	M1215.4
TBUS0378*	Alma School	Southbound	8th Ave	Southwest Corner	M1215.8
TBUS0379*	Alma School	Southbound	Emerald Ave	Southwest Corner	M1215.4
TBUS0407*	Alma School	Northbound	University Dr	Northeast Corner	M1215.4
TBUS0413*	Country Club	Southbound	8th St	Southwest Corner	M1215.4
TBUS0427*	Country Club	Northbound	1st Ave	Northeast Corner	M1215.4
TBUS0429*	Country Club	Northbound	1st St	Northeast Corner	M1215.4
TBUS0431*	Country Club	Northbound	6th St	Northeast Corner	M1215.8
TBUS0432*	Country Club	Northbound	8th St	Northeast Corner	M1215.4
TBUS0458*	Mesa Drive	Northbound	Franklin Ave	Northeast Corner	M1215.4
TBUS0466*	Mesa Drive	Northbound	6th St	Northeast Corner	M1215.4
TBUS0476*	Mesa Drive	Southbound	1st St	Southwest Corner	M1215.4
TBUS0504*	Gilbert	Southbound	McKellips Rd	Southwest Corner	M1215.4
TBUS0514*	Gilbert	Southbound	Consolidated Canal	Southwest Corner	M1215.4
TBUS0553*	Power	Northbound	Main St	Northeast Corner	M1215.8
TBUS0554*	Power	Northbound	Albany St	Southeast Corner	M1215.4
TBUS0564*	Power	Southbound	Main St	Southwest Corner	M1215.8
TBUS0568*	Power	Southbound	Southern Ave	Southwest Corner	M1215.8
TBUS0570*	Power	Southbound	Superstition Springs Blvd	Southwest Corner	M1215.4
TBUS0581*	Arbor	Westbound	Recker Rd	Southeast Corner	M1215.4
TBUS0660*	Southern	Eastbound	Solomon	Southeast Corner	M1215.4
TBUS0664*	Southern	Eastbound	Hall	Southeast Corner	M1215.4
TBUS0674*	Southern	Eastbound	Leisure World	Southeast Corner	M1215.4
TBUS0699*	Southern	Westbound	Hall	Northwest Corner	M1215.8
TBUS0701	Southern	Westbound	Spur	Northwest Corner	M1215.4
TBUS0709	Southern	Westbound	Country Club	Northwest Corner	M1215.4
TBUS0780	Stapley	Southbound	Brown	Southwest Corner	M1215.4
TBUS0787*	Stapley	Northbound	8th Ave	Northeast Corner	M1215.8
TBUS0801*	Stapley	Southbound	6th Ave	Southwest Corner	M1215.8
TBUS0859	University	Westbound	Standage	Northeast Corner	M1215.4
TBUS0879*	University	Westbound	Center St	Southeast Corner	M1215.4
TBUS0918*	Country Club	Southbound	Guadalupe Rd	Southwest Corner	M1215.4
TBUS1000*	Alma School	Southbound	Bass Pro Dr	Southwest Corner	M1215.8
TBUS1008*	Stapley	Southbound	8th Ave	Southwest Corner	M1215.4
TBUS1014*	Main	Eastbound	Chestnut	Southeast Corner	M1215.8
TBUS1015*	Main	Westbound	Chestnut	Northwest Corner	M1215.8
TBUS1017*	Main	Eastbound	Windsor	Southeast Corner	M1215.4
TBUS1018*	Main	Westbound	E St	Northeast Corner	M1215.8

TBUS1019	Main	Eastbound	E St	Southeast Corner	M1215.4
TBUS1022*	Main	Westbound	Village Blvd	Northwest Corner	M1215.8
TBUS1026	Main	Westbound	Sulleys Dr	Northwest Corner	M1215.4
TBUS1027*	Main	Eastbound	40th St	Southeast Corner	M1215.4
TBUS1031*	Main	Eastbound	Quinn Cir	Southeast Corner	M1215.4
TBUS1033*	Main	Eastbound	48th St	Southeast Corner	M1215.4
TBUS1035*	Main	Westbound	Comanche Blvd	Northeast Corner	M1215.4
TBUS1038	Main	Westbound	56th St	Northwest Corner	M1215.4
TBUS1041	Main	Eastbound	58th St	Southeast Corner	M1215.4
TBUS1042*	Main	Westbound	63rd St	Northwest Corner	M1215.4
TBUS1045*	Main	Eastbound	66th St	Southeast Corner	M1215.4
TBUS2038	Rio	Westbound	Westwood	Northwest Corner	M1215.4
TBUS2039*	Baseline	Westbound	Pennington	Northwest Corner	M1215.4
TBUS2045	Baseline	Westbound	Alma School	Northwest Corner	M1215.4
TBUS2046*	Baseline	Eastbound	Alma School	Southeast Corner	M1215.4
TBUS2047	Baseline	Westbound	Alma School	Northwest Corner	M1215.4
TBUS2049	Baseline	Westbound	Extension	Northwest Corner	M1215.4
TBUS2051	Baseline	Westbound	Vineyard	Northwest Corner	M1215.4
TBUS2052	Baseline	Westbound	Country Club	Northwest Corner	M1215.4

PROJECT DESCRIPTION

The Project includes the design of the following items:

- Layout of bus shelter installations, including furniture, for sites selected for advancement using City of Mesa standard detail drawings

And performance and construction of the following items, as illustrated or described in the construction documents:

- Site demolition, construction staking, utility potholing, and minor grading
- Portland cement concrete pavement surface for bus shelter(s)
- Bus shelters and furnishings such as seating and trash receptacles

PROJECT EXECUTION

1) PROJECT MANAGEMENT

Valley Metro is responsible for the Project's management and has the authority to make management decisions as defined in this Agreement. Notwithstanding, Valley Metro will coordinate items related to the Project directly with the City Representative-Transit, the City Representative – Engineering, the Project Management Team, and City's various departments when needed. Deviations from the Project's or City's standards on all new construction of facilities that City owns, maintains, or operates must be approved by the City Representative - Engineering in writing.

Valley Metro's point of contact will be the **"Valley Metro Representative."** Once assigned, the Valley Metro Representative must be empowered to make certain decisions on behalf of Valley Metro and be capable of managing Valley Metro's responsibilities as defined in this Agreement. All coordination with Valley Metro's departments regarding the Project will be through the Valley Metro Representative.

City's point of contact for Project coordination regarding community engagement, administrative and financial matters will be the **"City Representative - Transit."** City's point of contact for Project coordination regarding engineering and construction matters will be the **"City Representative - Engineering."** The City Representatives, once assigned, will convey all input from City that the Project requires as set forth in this Agreement.

a) Coordination

The Valley Metro Representative will coordinate with the City Representative - Engineering for all engineering and construction matters on the Project. The Valley Metro Representative is responsible for reconciling conflicting information received from Valley Metro's departments. The City Representative – Engineering is responsible for reconciling conflicting information received from City's departments.

The **"Project Management Team"** consists of representatives from Valley Metro and City who oversee management, design, and construction activities for the Project.

b) Project Master Schedule

In consultation with City, Valley Metro will create and update the **"Project Master Schedule."** Major changes to the Project Master Schedule will be communicated to the City Representative - Transit for further coordination.

At a minimum, each major phase of the Project will be identified in the Project Master Schedule. Review periods, procurement activities, property acquisitions, task start and end dates, and design and construction milestones will be included in the Project Master Schedule as identified through coordination between City and Valley Metro.

The Project Master Schedule will be reviewed by the Project Management Team. The Parties will work, by reasonable means, in their efforts to meet the Project's milestones and to achieve timely implementation of the Project.

c) Third-Party Coordination

If Valley Metro identifies the need to contact or coordinate with a third party, City will be notified and will provide input on whether Valley Metro or City is best suited to address the need.

d) Procurements

Although real-estate acquisition is not anticipated for the Project, if needed, City will be responsible for all procurements related to property-rights-acquisition services, including title reports, environmental investigations, appraisal reviews, relocations, legal support, legal descriptions, and acquisition agents.

Valley Metro is responsible for all other procurements for the Project unless otherwise noted.

2) **DESIGN**

Valley Metro is responsible for the Project's final design unless established otherwise pursuant to this Agreement.

a) Design Criteria

Valley Metro will adhere to the following design standards and criteria, where applicable:

- City of Mesa Engineering & Design Standards, latest revision
- 2025 Mesa Standard Details & Specifications, latest revision
- City of Mesa Transportation, Temporary Traffic Control Manual, latest revision
- Manual on Uniform Traffic Control Devices ("**MUTCD**"), latest revision
- Uniform Standard Specifications and Details for Public Works; Maricopa Association of Governments ("**MAG**"), latest revision
- Federal, state, and local regulations, laws, ordinances, requirements, and other applicable standards as agreed to by the Parties.

There may be instances where Valley Metro cannot meet the criteria and standards listed because of unforeseen circumstances. Valley Metro may make design deviations or design variations with City's written approval.

b) Design Deliverables

Valley Metro will deliver the following items as part of the design of the Project:

- Computer aided design and drafting (“**CADD**”) electronic files of drawings, as applicable, and PDF electronic files for Construction Documents
- PDF files for final (i.e., including revisions) Contract Record Documents (a.k.a. as-builts) for completed installations

c) Design Review

Valley Metro is responsible for delivering Construction Documents to City for design review. City will provide comments, if any, to Valley Metro for reconciliation and incorporation as appropriate.

For scheduled-document-review submittals, a standard review duration of **three weeks** from delivery of documents to City will be allotted. If additional time for review is required, this should be communicated to the Project Management Team as early as possible.

Valley Metro shall be responsible for bidding the Project in compliance with Title 34, Arizona Revised Statutes, as applicable.

3) **CONSTRUCTION**

Valley Metro is responsible for the management and coordination of the Project’s construction unless established otherwise pursuant to this Agreement. Valley Metro will construct the Project in compliance with the Construction Documents.

During the Project’s construction, Valley Metro’s construction contractor will be responsible for maintenance of traffic (e.g., construction signs, temporary traffic signing) to provide safe and efficient vehicular and pedestrian movements adjacent to the Project, as applicable to each of the Project’s sites. Valley Metro’s construction contractor will be required to apply for City’s Temporary Traffic Control Permit(s).

a) Use of Rights-of-Way

City will grant to Valley Metro certain non-exclusive rights to use City’s rights-of-way for construction of the Project.

Upon approval by City, in accordance with the Mesa City Code, Title 9, Chapter 1, Valley Metro will be authorized to use, on a non-exclusive basis, certain portions of City’s rights-of-way (including the real property surface, subsurface, and airspace) as will be necessary to accommodate the Project’s construction and commissioning. Valley Metro’s use of City’s rights-of-way will be strictly limited to the terms, conditions, limitations, and restrictions contained in a right-of-way permit issued in accordance with City’s City Code, Title 9, Chapter 1. Upon completion of construction, Valley Metro will restore (as practicable) City’s rights-of-way to its condition before commencement of construction.

b) Adjacent Projects

Where possible, City agrees to coordinate advancement of City's construction projects and private construction projects within and adjacent to the street rights-of-way for Valley Metro to avoid and minimize adverse effects to the Project's cost and schedule.

c) Signing and Pavement Markings

Although construction of roadway signs and pavement markings is not anticipated for the Project, if needed, Valley Metro will provide permanent signing and pavement markings for City's streets.

City is responsible for delivering sign installations specific to bus stops, including but not limited to streetside bus stop panels.

d) Utilities

City Utilities: All new connections to City's utilities will be provided in accordance with the Construction Documents and in compliance with City's standards in effect unless agreed to otherwise by the City in writing. All work on or near utilities will follow Arizona 811 requirements.

Private Utilities: Valley Metro will manage utility connections for private utilities. Where contractually possible, City will support Valley Metro by providing permit information and by enforcing the terms and conditions of franchise and license agreements.

Valley Metro will coordinate private-utility permit applications for the Project.

e) Temporary Bus Stops

The need to provide a temporary sign marking the location of a temporary bus stop is anticipated as part of the Project. Valley Metro will provide and maintain the temporary signs for the temporary bus stops required through the Project. Valley Metro will coordinate the location of the temporary bus stop sign with City.

f) Construction Phasing and Access

Valley Metro will ensure its construction contractor provides for and maintains safe pedestrian and vehicle access during construction.

g) Temporary Traffic Control

Valley Metro will submit, through City's DIMES portal as a permit application, all requests for lane restrictions, turn-lane prohibitions, sidewalk closures, and if necessary, street closures, regardless of duration. Throughout the Project's duration, all temporary traffic control will comply with City's current Temporary Traffic Control Permit requirements.

h) Contractor Coordination

City's direction during construction will be routed through and in coordination with the Valley Metro Representative, who will coordinate with the appropriate construction contractor, supplier, inspector, or designer.

i) Public Notification

Valley Metro (or its Designee) shall notify adjacent property owners, businesses, tenants, and any other parties that may be affected by the Project in writing. Notifications shall be distributed at least **48 hours** prior to, but no earlier than **one week** before, performing any Work that will affect access to their property.

The notice shall include: **(a)** a description of the proposed Work, **(b)** the timing and duration of Work affecting the property, **(c)** Valley Metro's construction contractor's name, **(d)** the name and telephone number of Valley Metro's construction-contractor's contact person, and **(e)** a telephone number for the Valley Metro Representative (or Designee). Valley Metro's construction contractor shall be prepared to answer property owners' questions about how modifications to existing improvements (e.g., landscaping, sprinkler irrigation, walls, fences, and driveways) will be handled.

Valley Metro (or its Designee) shall: **(1)** respond to all customer and citizen calls or complaints resulting directly or indirectly from the Project within **24 hours** of receipt, and **(2)** resolve any issues within **48 hours**. Valley Metro (or its Designee) shall keep the City's Engineering Public Relations Representative aware of all such calls and complaints within: **(a) 24 hours** of receipt, and **(b) 24 hours** of its resolution. City's Public Relations office can be reached at 480-644-3800 or Engineering.Info@MesaAZ.govPermits

j) Permits

City will review and (if in compliance with all City Codes, rules, and regulations) issue permits to Valley Metro and private utility companies for the Project's construction. This Agreement does not require City to waive any City Code or ordinance necessary for permit issuance. Valley Metro will comply with the requirements for permits issued by City. The process for the submittal, review, and approval of permits is subject to City's ordinary submittal, review, and approval processes in effect at the time of the subject application or submission. The Parties will work together, using reasonable efforts, to process the approval or issuance of permits to Valley Metro or Valley Metro's construction contractor in connection with the Project. Valley Metro will be responsible for all fees related to the Project, including permit and similar fees, which fees will be those in effect at the time of Valley Metro's subject application or submission.

k) Construction Inspection and Materials Testing

The Parties will share responsibilities for construction inspection and for material testing.

Valley Metro shall be the lead for the Project's construction and materials inspection.

City may conduct any additional inspections or testing at its discretion. If City identifies any concern regarding the Project's construction, City will promptly notify Valley Metro of the concern.

Valley Metro will be responsible for quality assurance and quality control materials testing on facilities constructed within the Project's limits. Documentation will be recorded and submitted to Valley Metro and City Representative - Engineering (or their Designee) at a specified frequency, depending on the subject of the documentation. If Valley Metro identifies any concern regarding the Project's construction, Valley Metro will promptly notify City of the concern.

Valley Metro will include City in construction meetings and make available Valley Metro's inspection reports, Valley Metro's materials testing results, quality-control reports, quality-assurance reports, and construction schedules at the construction meetings.

Valley Metro will review, evaluate, and respond to the construction contractor's material submittals. Valley Metro will coordinate with the City Representative - Engineering for input and recommendations for responses.

l) Requests for Information

Valley Metro will review, evaluate, and respond to any construction contractor's request for information. Valley Metro will coordinate with the City Representative – Engineering for input and recommendations for response as necessary.

During the preconstruction phase of the Project, the Parties will agree on specific items (e.g., designs, shop drawings, product data) that City must review before advancing the Project's construction.

m) Construction Acceptance

The Parties will jointly develop a procedure that allows the Parties to review progress of the Project, develop lists of items requiring correction, and otherwise determine that the construction is being completed in a satisfactory manner and consistent with the Construction Documents.

Construction Acceptance is issued on a site-by-site basis.

Valley Metro will provide Contract Record Documents (a.k.a. as-builts) in PDF format for all the City facilities installed as part of the Project within **one month** after Construction Acceptance.

City will have all ownership and maintenance responsibilities for the improvements after Construction Acceptance. Valley Metro will support City with builder's warranties and manufacturer-product warranties for the improvements after Construction Acceptance.

4) REAL ESTATE

a) Acquisitions

Real estate acquisitions are not expected for the Project.

b) Utility Easements

Utility easements are not expected for the Project.

c) Temporary Construction Easements (“TCE”)

If needed, Valley Metro will identify TCEs required to construct the Project. City will provide the TCEs required to construct the Project on City’s standard form and according to City’s standard processes for TCEs. Valley Metro will provide written notification to the property owner of Valley Metro’s intent to enter the TCE area, not fewer than **three business days** before the start of construction, unless otherwise stated in the TCE-acquisition agreements. Valley Metro will provide City with copies of all TCE notifications for tracking, extension (if necessary), and termination of recorded TCEs. Upon completion of construction, Valley Metro will restore the TCE area (to the extent practicable) to its condition before commencement of construction. TCE acquisitions will comply with applicable federal, state, and local regulations. The Parties agree to work together to assess any affects the TCE-acquisition process may have on the construction schedule.