

**ACTIVE TRANSPORTATION PROJECT AGREEMENT BETWEEN
MARICOPA ASSOCIATION OF GOVERNMENTS
AND THE CITY OF CHANDLER FOR THE
HUNT HIGHWAY TRAFFIC CALMING AND SEPARATED BIKE LANES: COOPER TO VAL VISTA**

This agreement ("Agreement") is between the Maricopa Association of Governments ("MAG"), an Arizona non-profit corporation, and the City of Chandler, 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, 2023. 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 Separated Bike Lane/Shared Use Path along Hunt Highway (Cooper Rd to Val Vista Dr) ("PROJECT").

The PROJECT will be completed through a MAG On-Call Contract using a consultant(s) ("CONSULTANT") from the approved Pedestrian and Bicycle Facilities Design Assistance Program and Bicycle and Pedestrian Master Plans and First Time Updates On-Call Consultant list. The cost of this PROJECT will not exceed \$70,000.00.

C) Mission/Goal Statement

The goal of the PROJECT is to provide Project Assessment for the Separated Bike Lane/Shared Use Path along Hunt Highway 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 2020-2024 Transportation Improvements Plan (TIP).
2. The Consultant contract for the PROJECT will be for an amount not to exceed \$70,000.00. 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 \$70,000.00 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	\$ 66,010.00	94.30%
<u>CITY match</u>	<u>\$ 3,990.00</u>	<u>5.70%</u>
Total / Subtotal	\$ 70,000.00	100.00%

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 \$70,000. 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 addition 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:

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

For the CITY

Jason Crampton
Transportation Planning Supervisor
The City of Chandler
PO Box 4008 Mail Stop 412
Chandler, AZ 85244
(480)782-3402

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. 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. 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 of Chandler, an Arizona municipal corporation

By: _____
Kevin Hartke
Mayor
City of Chandler

Date: _____

Attest:

By: _____
Dana DeLong
City Clerk
City of Chandler

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

I have reviewed the above referenced Agreement between MAG and the CITY, 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.

Kelly Schwab
City Attorney
City of Chandler



Kathryn E. Gasior
Maricopa Association of Governments
General Counsel

APPENDIX A

**MARICOPA ASSOCIATION OF GOVERNMENTS (“MAG”)
TASK ORDER NO. 1**

**ON-CALL CONTRACT NO. 828C-0R, RICK ENGINEERING COMPANY
PEDESTRIAN AND BICYCLE FACILITIES DESIGN ASSISTANCE PROGRAM ON-CALL AND MAG
BICYCLE AND PEDESTRIAN MASTER PLANS AND FIRST TIME UPDATES ON-CALL**

**HUNT HIGHWAY TRAFFIC CALMING AND SEPARATED BIKE LANES: COOPER TO VAL VISTA
MAG PROJECT NO. 0600-0145-21-E001-828C-0R.000001**

TASK ORDER SUMMARY

The City of Chandler is evaluating potential safe dedicated bicycle paths on an approximately 3-mile-long corridor of Hunt Highway (a collector road) from Val Vista Drive (on the border of City of Chandler and Town of Gilbert) on the east end to Cooper Road on the west. Hunt Highway is a popular bicycling corridor among avid road cyclists, however, vehicle speeds on the highway prevent the average person from using the corridor to bicycle. There are safety issues arising from this high vehicle speed. In May of 2020, a cyclist died after being struck by a vehicle on this stretch of Hunt Highway. Separating bike and vehicle traffic is a critical need for this corridor. Additionally, a Gila River Indian Community (GRIC) casino is currently under construction with future expansions planned, creating changes in traffic patterns that will need to be analyzed when considering bicycle and pedestrian improvements, traffic calming, and any other potential roadway changes. This project will provide residents a valuable and safe bicycling route in this underserved area of the city. Many safety issues currently exist, which need to be addressed as well. This corridor study is proposed to be prepared in a Project Assessment (PA) format. Under that format, right-of-way (ROW), utility review, and a public outreach program is to be conducted. A 15% set of preliminary design plans will be also included by the design team with the PA.

TOTAL TASK ORDER BUDGET

The CONSULTANT budget is attached. The total amount of this Task Order shall not exceed \$70,000.00.

SCOPE OF SERVICES

Task 1. SCOPE REFINEMENT, GENERAL COORDINATION AND PROJECT ADMINISTRATION

CONSULTANT team will meet with MAG, City of Chandler (Chandler), Gila River Indian Community (GRIC) and to review the project approach, schedule, specific requirements, and administrative procedures needed to complete this initial phase of the project. The team will also visit the project site to discuss design issues and recommendations for specific site conditions. The project area is defined by Val Vista Drive on the east and Cooper Road on the west end on Hunt Highway. Existing sidewalk is along northside of the Hunt Highway in the project area. Existing bike lanes on both directions of Hunt Highway adjacent to through lanes are present. The project will intersect with the following side roads:

- Cooper Road
- Amanda Boulevard
- Roger Way
- Maren Drive
- Gilbert Road
- Santa Rita Way
- Lindsay Road

- Pearl Drive
- Hillcrest Drive
- Ruby Drive
- Black Hills Way
- Val Vista Drive

The consulting team will work with Chandler and GRIC to address the needs of developing a Project Assessment (PA) for this 3-mile corridor. Monthly coordination between the design team, GRIC and City staff, MAG staff, and project area stakeholders shall be included under this task for the duration of the project.

Deliverables

- A. Scope Refinement, General Coordination and Project Administration. The report document will include a list of specific project tasks and a schedule for completion of each task. Monthly billing and invoice documentation will be provided.

Task 2. MEETINGS & EVENTS: STAKEHOLDER / CORE TEAM / PUBLIC

- 2.1** Core Team & Stakeholder events: Core team events to include Local Agencies (City of Chandler and Town of Gilbert), MAG Program Manager, GRIC, Design Team, and other government agency contacts impacted by the project scope or limits. Stakeholders shall be identified by City of Chandler and CONSULTANT team to provide input and coordination with during the development of concepts and the PA. Stakeholders are anticipated to be adjacent parcel owner organizations, businesses, and other specific entities affected by the proposed corridor modifications. Team meetings shall be provided as an allowance of 6 meeting events at 2 hours per event to be chosen by the City of Chandler for occurrence during the project schedule. It is anticipated to include 1 project kickoff event with all stakeholders, 2 project progress meetings with Chandler Planners and Traffic Engineers, 2 meetings with GRIC, and 1 meeting with Chandler Transportation Commission, and 1 post public engagement to summarize community input, and 1 draft PA comment review event.
- 2.2** Public events: CONSULTANT team will participate in, and support one (1) virtual public event scheduled for this project. Public event program shall be developed by CONSULTANT team. This project scope includes 1 virtual public event that should be open to residents for at least two weeks. PowerPoints and plan sets will be uploaded to website and the site will be made available to the residents for two weeks to collect feedbacks.

Deliverables

1. Meetings & Events: Stakeholder / Core team / Public. Summary report documenting meeting event records, public and core event summaries, and the stakeholder input.

Task 3. DATA COLLECTION

CONSULTANT team will collect available relevant data pertinent to on- and off-site conditions and regulations or procedures, which may influence the design concepts. General data pertaining to traffic movement, accident reports, existing and planned transportation facilities, aerial imagery, visual character, right of way mapping, land use, easements, and utility information will be identified. In addition to these project corridor factors, information pertaining to utilities, engineering constraints, site visibility, path / bike environment design, maintenance concerns and City of Chandler/ MAG design guidelines will be considered. The City of Chandler shall provide all aerial imagery available or GIS data files for the use by the design team. CONSULTANT team will develop concept mapping and schematic base sheets for this project. The project team includes

Engineering Alliance, Inc. (EA) to support collecting specific right-of-way and utility information. The project team shall perform field data collection of the corridor by performing a topographical land survey for horizontal and vertical control, identify existing utility facilities within the project limits, and prepare base maps showing the existing features and utilities.

The sub-tasks required to complete this task are as follows:

- 3.1 Site Visits: The CONSULTANT team will observe the approximately 3.0-mile length of the project corridor to determine existing conditions and possible design impact considerations. The CONSULTANT team will take digital images of the various site conditions for future reference and inclusion in the documentation of the project.
- 3.2 Design Standards Review: The CONSULTANT team will also review City of Chandler, MCDOT, MUTCD, ADA, AASHTO, FHWA, NACTO Urban Bikeway Design Guide, and other guidelines as appropriate for pedestrian and bicycle environment design as well as traffic calming standards and Chandler / MAG Guidelines for preparation of a conceptual corridor (bike and pedestrian focused) design.
- 3.3 Obtain Existing Data: Obtain available site data and coordinate with Chandler staff to develop base mapping data to be used in the preparation of 15% concept plans and concept alternatives.
- 3.4 Review Adjacent Land Use: Review existing land use for areas adjacent to the corridor. Discuss and define the City's knowledge of proposed and adjacent future land uses. It is noted that GRIC is planning on constructing a casino in the project vicinity which will generate significant traffic on the project corridor.
- 3.5 Data Collection: Conduct a field topographical land survey of the corridor within the City Right of Way along both sides of Hunt Highway. Existing utilities in the areas will be documented and provided as a working CAD base file. Horizontal and Vertical control of the project area features will be identified.
- 3.6 Identify Right of Way, Tracts Easements: Identify existing tracts, to whom the tracts are dedicated and for what purpose. Identify Right-of-Way easements, ownership and determine areas where new easements will be required. ROW easement ownership will be identified with coordination/assistance from the city.
- 3.7 Review Travel Routes: Obtain and review information on existing and proposed transportation travel routes, which may link to this corridor. These shall include roadway, sidewalks, traffic calming features and other road improvements, bus routes, bike paths, and pedestrian links. Obtain the GRIC traffic study that was conducted in conjunction with the development of the new casino at Hunt Highway and Gilbert Road.
- 3.8 Task Summary Report: CONSULTANT team will prepare a brief report of data collected and the value of each information source as it relates to the development of the project concept to achieve project goals and objectives.

Deliverables:

1. Summary Report: A summary report documenting the data collected for the project.

Task 4. DATA ANALYSIS

CONSULTANT team shall provide analysis of the materials and information collected for the project area from materials collected under Task 3. Data shall be evaluated to determine possible opportunities and constraints as related to the study area and corridor improvements. An

opportunities and constraints map shall be provided during this task. Analysis shall generate design criteria and project impacts to the concept development prepared under Task 5. Analysis and review shall be documented as a task summary report after this task.

The sub-tasks required to complete this task are as follows:

- 4.1 Opportunities and Constraints Map CONSULTANT team will prepare a map of this approximately 3.0-mile length of the project corridor to identify existing condition and future consideration impacts to the project. The traffic impact study for the planned casino by the GRIC will also be reviewed and impact on the study corridor will be documented.
- 4.2 Circulation Summary Statement: The CONSULTANT team obtain GRIC Traffic Study and transportation improvement plan. The team will prepare a brief technical memorandum on corridor connectivity, active transportation networks, existing parking condition, if there is any, and existing and proposed traffic patterns of the corridor to identify any potential issues or metrics to achieve during the concept design task of the Project Assessment development.
- 4.3 Basis of Design Report: The CONSULTANT team will prepare a brief basis of design report along with the future Shared Use Path Alignment, Pavement edges, location and types of traffic calming measures traffic calming opportunities and related road improvements, and locations of light poles.
- 4.4 Design Alternatives: The CONSULTANT team will develop at least 3 design alternatives by accommodating existing conditions and considering potential future expansions of Hunt Highway needed to accommodate the GRIC Casino project. The team will also develop a list of pros and cons for each design alternative. The list of parameters will be discussed with the stakeholders and compiling the pros and cons and stakeholders input measles chart will be prepared for easy visualization and identification of preferred alternative. Upon receiving approval from the City of Chandler, the team will develop formal 15% design plan set and estimate budgetary costs for the preferred alternative.
- 4.5 Task Summary Report: CONSULTANT team will prepare a brief report of data analyzed and the impacts to the project from each source collected under Task 3.

Deliverables

1. Data Analysis: Prepare three design alternatives and pros and cons list for each alternative in a summary report. The team will then develop 15% plan and cost estimates and document the findings from data analysis of the collected materials and site conditions for the project.

Task 5. PROJECT ASSESSMENT REPORT - DRAFT

The CONSULTANT will prepare a Project Assessment Report. The Project Assessment (PA) summarizes the initial conditions of the project. CONSULTANT team will follow the specific format provided by the City of Chandler or MAG for the preparation of this document. The PA will be prepared in a draft format and submitted for review by MAG and the City of Chandler. The PA will document the project need, scope of design, and impacts on the surrounding build environment by the proposed concept. The PA shall include conceptual design solutions for the proposed improvements to the corridor environment (with a focus on active transportation). Concepts shall include up to 3 design alternatives to select areas of the corridor for options to challenging locations such as restricted right of way areas, arterial roadway crossings, pedestrian facilities alignment, traffic calming opportunities and related road improvements, gaps in circulation, and neighborhood connection locations. A Concept package of existing and proposed corridor design sections, barrier solutions, way-finding features, and environment character shall be prepared to accompany the PA

as 15% level plans for the 3.0-mile corridor. Following a client review, a meeting will be scheduled to discuss the review comments and any clarifications to be incorporated.

- 5.1 Initial document preparation: Prepare a Project Assessment – Draft as preliminary report of the project design goals. PA Draft document shall be provided as PDF final documents to City of Chandler as final deliverables.
- 5.2 Concept Development and Presentation Package: Prepare a preliminary design concept package with specific alternatives for options to challenging locations such as restricted right of way areas, arterial roadway crossings, traffic calming opportunities traffic calming opportunities and related road improvements, gaps in circulation networks, and potential node locations. PA Draft document, with concept graphics and 15% design plans, shall be provided as PDF final documents to the City of Chandler as final deliverables. The assumption for this concept package is that 1 preferred alternate is prepared. Included in the preferred alternative will be options (not more than 2 additional design options will be prepared) for segment alignments, and aesthetic treatment of bicycle and pedestrian environments.
- 5.3 Review Meeting: Attend a meeting to review the comments identified on the draft PA. Discuss the clarifications needed and develop consensus among the participants as to the recommended efforts needed to complete the PA in a satisfactory manner.

Deliverables

1. Project Assessment Report – Draft. A draft PA report documenting the project concept, alternative preferred, and site development considerations.

Task 6. PROJECT ASSESSMENT REPORT - FINAL

The CONSULTANT will revise the Project Assessment (PA) per comments from the draft PA provided by City of Chandler and MAG staff. The PA shall be finalized for the executive summary of the project description, the project background data, the scope of improvements, the project development considerations (including traffic, pedestrian buffers, right-of-way, utility impacts, design criteria, typical corridor segment design types and sections, cost impacts of the project, potential phasing, and potential funding sources) and the preferred concept design package.

- 6.1 Refine and Finalize Project Assessment: CONSULTANT team will update the PA based on the comments received and prepare a final PA for final review and approval by MAG and the City of Chandler PA Final document shall be provided as PDF final documents to City of Chandler as final deliverables.
- 6.2 Refine and Finalize Concept Development and Presentation Package: CONSULTANT team shall edit the concept design package per comments provided during the DRAFT review. Plans shall be finalized for approval by MAG and the City of Chandler. Concept Plans shall be provided as PDF final documents to Chandler as final deliverables.

Deliverables

1. Project Assessment Report – Final: a final PA report from the reviewed DRAFT documenting the project concept, alternative preferred, and site development considerations.

Task 7. EXECUTIVE SUMMARY AND REGIONAL SIGNIFICANCE REPORT / FINAL DELIVERABLES

- 7.1 CONSULTANT team will prepare an Executive Summary and Regional Significance Report of the project. The summary shall include an aerial map of the area, before and after sections, renderings, and a brief description of the pedestrian/bicycle design

assistance 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 corridor improvements and design impacts to the Hunt Highway between Val Vista Drive and Cooper Road in the City of Chandler. The summary shall be reviewed by the MAG Program Manager and comments shall be incorporated into the draft summary. The draft report shall be reviewed, and comments shall be incorporated into the final report.

- 7.2 CD of Final Deliverables: CONSULTANT team will prepare a CD / DVD / USB Drive with the pertinent project related reports and final concept PA in jpg, Word, of PDF formats.

Deliverables

1. Final Report: An Executive Summary and Regional Significance Report. The summary shall include an aerial map of the area, images and pictures, concept plans and a brief description of the design assistance project and key recommendations. A page shall be prepared to identify the project significance and its impacts to the region. A final CD or USB drive of all print ready deliverable materials shall be provided to MAG.

TASK ORDER SCHEDULE

This task order will begin on or about July 11, 2022 and will end on June 30, 2023.

It is important to note that the “schedule for completion” column refers to completion dates of initial draft documents for internal review by MAG and the City of Chandler. The review period is programmed for two weeks.

<u>TASK</u>	<u>SCHEDULE FOR COMPLETION</u>
1. General Coordination and Project Administration.	July 11, 2022 - August 30, 2023
2. Meetings & Events: Stakeholder / Core team / Public	July 11, 2022 - May 31, 2023
3. Data Collection	September 30, 2022
4. Data Analysis	March 3, 2023
5. Project Assessment Report - DRAFT	April 30, 2023
6. Project Assessment Report - FINAL	May 31, 2023
7. Executive Summary and Regional Significance Report / Final Deliverables	June 30, 2023

TASK ORDER PROJECT TEAM

Jason Segneri, RLS, RICK Engineering Company
 Ryan Hall, RICK Engineering Company
 Sanjay Paul, PhD, PE, PTOE, PTP, RSP, HDR
 Shawn Kumar, PE, Engineering Alliance, Inc. (DBE Consultant)

MAG Active Transportation Project Agreement No.828C-OR Task Order 1

CONTRACT BUDGET BY TASK ORDER

PROJECT NAME: Hunt Highway Traffic Calming and Separated Bike Lanes: Cooper to Val Vista

CONTRACT NUMBER: 0600-0145-21-ED01-828C-OR.0000001

CONTRACT PERIOD: FROM 6/24/2022 TO 6/30/2023

TASK ORDER NUMBER: 1

TASK ORDER PERIOD: FROM 7/11/2022 TO 6/30/2023

MAG STAFF: Kay Bork

CONSULTANT REMIT TO ADDRESS:

Rick Engineering Company

22415 N 16th St

Phoenix, AZ 85024

TAXPAYER ID NUMBER: 86-0491748

* 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 reflect ACTUAL RATES for Prime Consultant Personnel

PRIME CONSULTANT		BUDGET OF PERSONNEL BY TASK NUMBER								
Original Costs and Rates	Raw Direct	Task 1 General Coordination and Project Administration	Task 2 Meetings & Events: Stakeholder / Core team / Public	Task 3 Data Collection	Task 4 Data Analysis	Task 5 Project Assessment Report - Draft	Task 6 Project Assessment Report - Final	Task 7 Executive Summary & Report	Total Hours	Total Cost
	Direct Hourly Rate									
Jason Segneri (Principal Land Surveyor)	\$84.13	0.00	4.00	0.00	0.00	0.00	0.00	3.00	7.00	\$588.91
Mike Banta (Survey Manager)	\$60.10	0.00	4.00	0.00	4.00	3.00	4.00	0.00	15.00	\$901.50
Nick Arnold (One-person Survey Crew)	\$30.00	0.00	0.00	8.00	1.00	0.00	0.00	0.00	9.00	\$270.00
John Ekberg (Two-person Survey Crew)	\$18.00	0.00	0.00	21.00	11.00	5.00	0.00	0.00	37.00	\$666.00
Charlie Sullivan (Principal Survey Analyst)	\$33.00	0.00	0.00	0.00	20.00	8.00	4.00	4.00	36.00	\$1,188.00
Aubrey Shumaker (Associate Project Admin)	\$24.50	24.00	0.00	0.00	0.00	0.00	0.00	0.00	24.00	\$588.00
Total Task Hours		24.00	8.00	29.00	36.00	16.00	8.00	7.00	128.00	4,202.41
Total Task Cost		\$588.00	\$576.92	\$618.00	\$1,128.40	\$534.30	\$372.40	\$384.39		\$4,202.41
Overhead and/or Fringe Audited Rate	1.71	\$1,005.48	\$986.53	\$1,056.78	\$1,929.56	\$913.65	\$636.80	\$657.31		\$7,186.11
Total Labor with Overhead		\$1,593.48	\$1,563.45	\$1,674.78	\$3,057.96	\$1,447.95	\$1,009.20	\$1,041.70		\$11,388.52
Fee (10% max rate)	0.10	\$159.35	\$156.35	\$167.48	\$305.80	\$144.80	\$100.92	\$104.17		\$1,138.87
Total Labor Budget With Overhead & Fees		\$ 1,752.83	\$ 1,719.80	\$ 1,842.26	\$ 3,363.76	\$ 1,592.75	\$ 1,110.12	\$ 1,145.87		\$ 12,527.39

PRIME CONSULTANT			BUDGET OF DIRECTLY REIMBURSABLE EXPENSES						
Reimbursable Expenses	Task 1	Task 2	Task 3	Task 4	Task 5	Task 6	Task 7		
	General	Meetings &							
	Coordination	Stakeholder /	Data Collection	Data Analysis	Project	Project	Executive		
	and Project	Core team /			Assessment	Assessment	Summary &		
	Administration	Public			Report - Draft	Report - Final	Report		
									Total Cost
Expenses (Mileage/Meals/Printing/etc.)	\$0.00	\$0.00	\$270.00	\$0.00	\$0.00	\$0.00	\$0.00		\$270.00
HDR-Subconsultant Flat Fee	\$4,747.17	\$12,280.20	\$2,887.74	\$8,136.24	\$12,907.25	\$9,389.88	\$4,354.13		\$54,702.61
Engineering Alliance - DBE Subconsultant Flat Fee	\$0.00	\$1,500.00	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00		\$2,500.00
Total Prime Reimbursable Expenses	\$ 4,747.17	\$ 13,780.20	\$ 4,157.74	\$ 8,136.24	\$ 12,907.25	\$ 9,389.88	\$ 4,354.13		\$ 57,472.61

TOTAL BUDGET									
	Task 1	Task 2	Task 3	Task 4	Task 5	Task 6	Task 7		
TOTAL COST SUMMARY	General Coordination	Meetings & Events:	Data Collection	Data Analysis	Project Assessment	Project Assessment	Executive Summary &		Total Cost
Total Labor With Overhead and Fee	\$1,752.83	\$1,719.80	\$1,842.26	\$3,363.76	\$1,592.75	\$1,110.12	\$1,145.87		\$12,527.39
Total Prime Reimbursable Expenses	\$4,747.17	\$13,780.20	\$4,157.74	\$8,136.24	\$12,907.25	\$9,389.88	\$4,354.13		\$57,472.61
Total Subconsultant Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Adjustments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
GRAND TOTAL	\$ 6,500.00	\$ 15,500.00	\$ 6,000.00	\$ 11,500.00	\$ 14,500.00	\$ 10,500.00	\$ 5,500.00		\$70,000.00