

**ACTIVE TRANSPORTATION PROJECT AGREEMENT BETWEEN
MARICOPA ASSOCIATION OF GOVERNMENTS
AND CITY OF CHANDLER FOR THE
ARIZONA AVENUE SHARED USE PATH STUDY & CITY OF CHANDLER PEDESTRIAN
CONNECTIVITY STUDY**

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 July 31, 2024. 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 Arizona Avenue Shared Use Path Study & City of Chandler Pedestrian Connectivity Study ("PROJECT").

The PROJECT will be completed through a MAG On-Call Contract using a consultant(s) from the approved Pedestrian and Bicycle Facilities Design Assistance FY 2022-2025 Pedestrian And Bicycle Facilities Design Assistance Program On-Call (1137-DA) And Active Transportation Services On-Call Consultant list. The cost of this PROJECT will not exceed \$175,000.

C) Mission/Goal Statement

The goal of the PROJECT is to provide Project Assessment for the Arizona Avenue Shared Use Path Study & City of Chandler Pedestrian Connectivity Study for the CITY.

D) Study Funding

1. MAG is the recipient of Surface Transportation Block Grant Program Funds as described in the amendments and modifications to the Fiscal Year 2022-2025 Transportation Improvements Plan (TIP).
2. The consultant contract for the PROJECT will be for an amount not to exceed \$175,000. 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 \$175,000. 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	\$ 75,000	43.0%
<u>CITY match</u>	<u>\$ 100,000</u>	<u>57.0%</u>
Total / Subtotal	\$ 175,000	100%

3. Cost adjustments: The MAG/CITY proportional share for the awarded funds is to be split 43.0/57.0 for any amount less than or equal to original allocated amount of \$175,000. 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 any additional CITY local funds as provided in paragraphs 3 above. It shall be MAG's responsibility to enter into the consultant contract.
5. MAG will invoice CITY for CITY'S share within thirty (30) calendar days of execution of this Agreement. CITY shall make payment to MAG within thirty (30) calendar days after receipt of invoice. The financial contribution of both Parties shall be deposited into the specified account no later than sixty (60) calendar days after payment of invoice. MAG shall maintain billing accounts and financial records during and for three (3) years after the completion of this Agreement and will produce the same to CITY upon CITY'S written request.
6. All notices or demands required to be given pursuant to the terms of this Agreement shall be given to the other Party in writing, delivered in person, sent by confirmed email, deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, or deposited with any commercial air courier or express service at the addresses set forth below, or to such address as the Parties may substitute by written notice given in the manner described in this paragraph.

For MAG:

Amy St. Peter
Deputy 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 Manager
City of Chandler
P.O. 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, an Arizona municipal corporation

By: _____
Kevin Hartke
Mayor

Date: _____

Attest:

By: _____
Dana DeLong
City Clerk

Maricopa Association of Governments, an Arizona non-profit corporation

By: _____
Amy St. Peter
Deputy 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 Gasior
Maricopa Association of Governments
General Counsel

APPENDIX A - SCOPE OF SERVICES

**MARICOPA ASSOCIATION OF GOVERNMENTS ("MAG")
TASK ORDER NO. 18**

**ON-CALL CONTRACT NO. 1137A-0C, Y2K ENGINEERING, LLC
FY 2023 PEDESTRIAN AND BICYCLE FACILITIES DESIGN ASSISTANCE PROGRAM ON-CALL
AND ACTIVE TRANSPORTATION SERVICES ON CALL**

**ARIZONA AVENUE SHARED USE PATH STUDY & CITY OF CHANDLER PEDESTRIAN
CONNECTIVITY STUDY
MAG PROJECT NO. 0600-0145-23-E001-1137A-0C.000018**

TASK ORDER SUMMARY

The purpose of this study is to provide services for both a shared use path along Arizona Avenue as well as establishing an inventory of existing sidewalks, and sidewalk gaps, and to develop a prioritization strategy for the implementation of sidewalks and for shared use paths on arterial and collector streets within the City of Chandler (CITY) boundary.

The purpose of this study is to develop a strategy to construct a shared use path along the eastern side of Arizona Avenue. This path will include a 10' wide sidewalk/shared use path from Ray Road to the northern CITY boundary. These improvements will create a consistent sidewalk width that will increase accessibility for all users. Additionally, this project will provide enhancements to the important Arizona Avenue corridor. Y2K will coordinate with project stakeholders to identify opportunities and constraints and ultimately one preferred alternative will be identified and brought forward to the 15% plan level.

This project is important to the region as it connects the CITY to both the Town of Gilbert and the City of Mesa. Additionally, Arizona Avenue is identified as a future high-capacity transit corridor for bus rapid transit in the 2050 MAG Regional Transportation Plan. Constructing a shared use path along this corridor will allow for greater access to the regional transit network in addition to creating a more walkable environment and potentially encouraging more pedestrian-friendly developments in the corridor.

The purpose of this study is to also develop a strategy to inventory existing sidewalks, and sidewalk gaps within the entire CITY boundary. The inventory, at a minimum, will document existing sidewalk widths on both sides of all public streets. The inventory will also illustrate width from back-of-curb to existing right-of-way to help the CITY understand where opportunities may exist to construct shared use paths on arterial and collector streets.

The CONSULTANT will work with the CITY to develop a prioritization strategy for constructing sidewalks in locations where they do not currently exist. Prioritization factors that may be considered include but are not limited to adjacent land use; nearby activity/ commercial centers; nearby residential developments; demographics (population density, income, race/ ethnicity, car ownership, etc.); and gaps in pedestrian connectivity.

The CONSULTANT will also work with the CITY to develop a prioritization strategy for the implementation of shared use paths on arterial streets and collector streets. Prioritization factors may include number of driveways and intersections; total right-of-way width available behind curb; total length available for new path; connections to activity centers; and existing sidewalk width. The prioritization strategy will also consider public vs. private investment in constructing sidewalks and shared use paths.

The Scope of Services described below shall not be modified except at MAG's request or with MAG's concurrence. Any services rendered by Y2K Engineering, LLC ("CONSULTANT") that MAG considers to be outside the Scope of Services of this Task Order shall not be the responsibility of MAG.

TOTAL TASK ORDER BUDGET

The CONSULTANT budget is attached. The total amount of this Task Order shall not exceed \$174,986.77.

SCOPE OF SERVICES

Task 1. Meetings & Public Engagement

The CONSULTANT will coordinate the project kickoff meeting, held at the CITY or via videoconference, with the CITY and MAG Project Manager. This meeting may include a 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 initial deliverables. 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 and MAG Project Manager. These may be in-person or by phone/electronic conference.

The CONSULTANT will host one (1) public meeting as a virtual project webinar (Zoom Webinars or Teams Live) or in-person at a location supplied by the CITY. The meeting will be up to 90 minutes long consisting of a slide presentation to present information followed by a question-and-answer session. The public meeting will be supplemented with electronic surveys designed and conducted by CONSULTANT. The webinar or in-person meeting will introduce the project to the community, share existing conditions and seek input from the community on priorities and design preferences. The public meeting will be supplemented with electronic surveys.

The CONSULTANT shall develop content for a project webpage hosted on the CITY website. The content will include a project description, project schedule, and other information and documents from the project as mutually agreed upon by the CONSULTANT and CITY.

The CONSULTANT will attend and/or support the CITY with up to two (2) presentations to the Transportation Commission. CONSULTANT will provide presentation materials and graphics.

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.

Deliverables

1. Kickoff meeting notes: Notes from the project kickoff meeting including: an account of the field review, date, time, attendees, observations made, and measurements taken (if any).
2. Monthly Project Meetings, Progress Reports and Summary Notes.
3. Stakeholder Meeting Notes: Prepare meeting notes from stakeholder meetings.
4. Public Involvement Meeting: Host one (1) public meeting, slide presentation/materials and summarize results.
5. Public Survey. Design and conduct public electronic survey and prepare summary of results.
6. Project Website: Develop website content for a project webpage hosted by CITY.
7. Transportation Commission Presentations: Prepare presentation materials and graphics and attend or support up to two (2) presentations to CITY Transportation Commission.

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 Project Assessment (PA). The CONSULTANT will compile and review any available as-built plans, land-use data and proposed developments, utility data, right of way information, and relevant studies provided by the CITY.

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, street and driveway access points, light poles, driveway locations, and traffic control within the study area. The CONSULTANT will make observations and provide recommendations of potential safety improvements that could be incorporated in the design as it moves forward to final design.

CONSULTANT will develop a basefile of existing conditions utilizing MAG ortho imagery and Lidar 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 utilize existing high-resolution aerial imagery provided by MAG to digitize sidewalk and curb locations within the CITY to construct the requested GIS dataset. The CONSULTANT will create data features depicting sidewalk, lack of sidewalk, and curbing. Sidewalk polyline features will be attributed with the sidewalk width. The County parcel dataset will be integrated with the dataset to identify right-of-way. The dataset will be validated for accuracy with previously collected street-level photography and the CITY's existing ADA database. The new sidewalk data will be merged with the CITY's ADA GIS data to create one GIS data set of all sidewalks in the CITY.

The right of way to curb distance will be analyzed utilizing a comparison between the digitized curb polylines and the right of way dataset for arterial and collector roadways within the CITY.

Topographic survey, boundary survey, lot split, lot tie or subdivision documents are not included in this scope of work. The right of way data utilized for the analysis will be supplied by Maricopa County or the CITY.

Deliverables:

- A. Summary Notes: Notes and findings from field review.
- B. Existing conditions base map.
- C. Initial GIS dataset of digitized sidewalks, sidewalk gaps, and curbing features.

Task 3. Data Analysis and Prioritization

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

The CONSULTANT shall conduct an initial high-level review of LiDAR obtained from MAG. This task would also include identifying potential utility (overhead and underground) conflicts, and ownership of right of way utilizing Maricopa County or CITY supplied data.

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 adding the shared use path along Arizona Avenue and how it interacts with the existing conditions. The CONSULTANT shall develop one preferred alternative for the entire corridor on the existing geometry and how the shared use path interacts with the corridor transit and existing intersections.

CONSULTANT will work with the CITY and stakeholders such as planning, public works, and others identified in conjunction with the CITY to identify this ultimate facility strategy for the entire corridor and present the final configuration as 15% plans. CONSULTANT will also define with the CITY if the path shall be phased, and portions are built by developers as private development occurs or if it is recommended to construct the entire project at once by the CITY.

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

The CONSULTANT will utilize GIS sidewalk inventory and other data collected to develop a sidewalk and shared use path connectivity prioritization strategy as follows:

1. The CONSULTANT will utilize GIS symbology and other public GIS datasets to create graphics that assist the public and the CITY with visualizing the inventoried sidewalk infrastructure network and to highlight any gaps that exist within the CITY. The CONSULTANT will also create graphics for visualizing the available right of way for shared-use-paths along arterials and collectors. Graphics may include overlays with active transportation networks, waterways and parks, transit, demographics, land use, and other available datasets that would assist in development of a prioritization strategy.
2. The CONSULTANT will work with key CITY staff, including Transportation Policy, Economic Development, Planning, Traffic Engineering, Public Works, and others to develop a prioritization strategy for sidewalk gaps and a second strategy for shared-use-paths. Factors for evaluation of shared-use-paths may include available right of way, driveway density, and coordination with transit or bicycle facilities in the area. The CONSULTANT team will work with the CITY to determine the scoring process for the factor analysis.

CONSULTANT will prepare a Draft Connectivity Analysis and Prioritization Memorandum that includes a narrative describing the prioritization strategies and a set of graphics that depict the sidewalk gaps and shared-use-paths in relation to other available geospatial data. An electronic draft GIS dataset with prioritization scoring as an attribute will also be provided.

Deliverables:

1. One preferred alternative for the Arizona Avenue project corridor which evaluates constraints.
2. Up to three (3) conceptual level renderings of the Arizona Avenue preferred alternative.
3. Draft Connectivity Analysis and Prioritization Memorandum describing connectivity prioritization strategies and a set of graphics that depict the sidewalk and shared-use-path gaps.
4. An electronic draft inventory GIS dataset with prioritization scoring attribute.

Task 3. Draft Deliverables

The Project Assessment Report document shall describe the scope, schedule, and cost of the project. A Draft PA will be distributed to the CITY and MAG for review and comment. The CONSULTANT will follow the format as outlined below.

The PA document/report will include the following information:

- Introduction – 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, 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; easement or deed. General land ownership should also be identified (Private, other jurisdiction, etc.) whenever possible.
- Project Scope – 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:
 - Review of bicycle and pedestrian crash history within the project limits.
 - 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.
 - Traffic requirements; discuss the need for traffic control, pavement marking, signing, and traffic signal or long-term maintenance needs.
 - Survey mapping requirements
 - Advanced design (30 to 100 percent) requirements; identify alternatives or issues that should be evaluated during future design phases.
 - Design Exceptions which state who will request the exceptions and from whom.
- Other requirements:
 - Reiterate funding source. The project will be constructed with Federal funds; with the agency processing the project under their Certification Acceptance (CA) procedures.
 - Discuss whether the project will be developed by 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 or easement needs
 - Utility relocation
 - Twelve (12) percent construction administration
 - Twenty (20) percent contingency
 - One (1) percent post design
 - One (1) percent for art
 - One (1) percent for local agency staff time
 - 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.
- 15% Design Plans for the preferred alternative.
- Typical Section Sketches
 - Provide typical section sketches for the project including right-of-way limits and proposed enhancements.
 - The CONSULTANT shall prepare up to five (5) conceptual level renderings for the project area features of the preferred alternative.

The consultant will analyze City policy regarding sidewalk installation requirements associated with private development activity. The plan recommendations should consider whether and/or where the City should proactively make improvements to the sidewalk infrastructure and whether and/or where the city should rely on private development to make the improvements. The appropriate solution could be a recommendation to not add sidewalks in certain locations.

Deliverables

1. Draft Arizona Avenue Shared Use Path Project Assessment Report and draft 15% plans. One PDF and one Microsoft Word version of the PA delivered to the CITY and MAG project manager(s) via e-mail for distribution.
2. Draft Pedestrian Connectivity Policy and Guidance memorandum.

Task 5 Final Deliverables

The document review team will consist of key CITY staff and the MAG Project Manager. The review team will be provided with a minimum of three 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 weeks from the deadline for receiving comments. The CONSULTANT will schedule and facilitate a comment resolution meeting for the final disposition of all PA comments.

The CONSULTANT will prepare a "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 (Chandler) and MAG. The "Final" PA will be delivered in Microsoft Word and Adobe Acrobat PDF file versions.

The CONSULTANT will prepare a Pedestrian Connectivity GIS database and coordinate with CITY staff to confirm they are able to access and use the database. A final report will be generated with maps/graphics for opportunities to install shared use paths and a summary of public involvement as well as a summary of any correspondence and decisions made during.

Deliverables

1. A summary of comments and initial responses to the comments on PA and GIS database. 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 and GIS database.

2. Final Arizona Avenue Shared Use Path PA Report and 15% plans including all pertinent documents.
3. Final Pedestrian Connectivity GIS dataset incorporating sidewalk analysis data and shared-use-path analysis.
4. Final Pedestrian Connectivity Analysis and Prioritization Memorandum.
5. Final Pedestrian Connectivity Policy and Guidance Memorandum.
6. Digital files. Provide the CITY and MAG copies of GIS data, AutoCAD files, project photos (in .jpg format), and high-resolution versions of all prepared graphics.

Task 6. Executive Summary and Regional Significance Report

The CONSULTANT will prepare an executive summary of the project. The summary shall include an aerial map of the area indicating high level proposed improvement types selected, 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 pedestrian improvement and bicycle facility design impacts to the CITY and how this project fits with their current citywide transportation masterplan and regional active transportation plan. The summary shall be reviewed by the MAG Project Manager and comments shall be incorporated into the draft summary to create a final version.

Deliverables

1. Executive summary and regional significance report.

TASK ORDER SCHEDULE

This task order will begin on or about September 22, 2023, and will end on July 31, 2024.

TASK ORDER PROJECT TEAM

Y2K Engineering, LLC - Prime Consultant

Yung Koprowski	Principal
Keith Koprowski	Sr. Project Manager
Chris Williams	Sr. Project Engineer (Traffic)
Trevor Root	Sr. Project Engineer (Civil)
Eileen Yazzie	Sr. Transportation Planner
Mark Jones	Project Engineer (Civil)
Denise Baker	Project Engineer (Safety)
Samantha Cole	Sr. Designer
Alan Barry	Transportation Planner II
Kurt Larson	Designer
Mark Ingersoll	Designer
Isaiah Jiang	Transportation Planner I

CONTRACT BUDGET BY TASK ORDER									
PROJECT NAME:	Arizona Avenue Shared Use Path								
CONTRACT NUMBER:	1137A-0C								
CONTRACT PERIOD: FROM	3/3/2022	TO	6/30/2025						
TASK ORDER NUMBER:	18								
TASK ORDER PERIOD: FROM	9/22/2023	TO	7/31/2024						
MAG STAFF:	Kay Bork								
CONSULTANT REMIT TO ADDRESS:	Y2K Engineering, LLC. 1921 S. Alma School Rd., Suite 204 Mesa, AZ 85210								
TAXPAYER ID NUMBER:	81-4986688								
* 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 Meetings & Public Engagement	Task 2 Data Collection and Field Review	Task 3 Data Analysis and Prioritization	Task 4 Draft Deliverables	Task 5 Final Deliverables	Task 6 Summary and Regional Significance	Total Hours	Total Cost
	Hourly Rate								
Yung Koprowski, Principal	\$84.00	10.00	0.00	4.00	8.00	4.00	0.00	26.00	\$2,184.00
Keith Koprowski, Sr. Project Manager	\$84.00	26.00	6.00	2.00	8.00	8.00	2.00	52.00	\$4,368.00
Chris Williams, Sr. Project Engineer (Traffic)	\$78.00	26.00	0.00	0.00	4.00	0.00	0.00	30.00	\$2,340.00
Trevor Root, Sr. Project Engineer (Civil)	\$61.00	10.00	4.00	24.00	54.00	20.00	4.00	116.00	\$7,076.00
Eileen Yazzie, Sr. Transportation Planner	\$64.50	50.00	0.00	4.00	10.00	6.00	0.00	70.00	\$4,515.00
Mark Jones, Project Engineer (Civil)	\$55.00	0.00	0.00	12.00	20.00	6.00	0.00	38.00	\$2,090.00
Denise Baker, Project Engineer (Safety)	\$49.00	0.00	8.00	40.00	10.00	16.00	0.00	74.00	\$3,626.00
Samantha Cole, Sr. Designer	\$35.00	0.00	0.00	10.00	0.00	2.00	0.00	12.00	\$420.00
Alan Berry	\$35.00	0.00	0.00	8.00	14.00	15.00	0.00	37.00	\$1,295.00
Kurt Larson, Designer	\$33.00	0.00	6.00	10.00	16.00	16.00	0.00	48.00	\$1,584.00
Mark Ingersoll, Designer	\$33.00	0.00	0.00	8.00	10.00	14.00	0.00	32.00	\$1,056.00
Isalah Jiang, Transportation Planner	\$27.00	4.00	0.00	50.00	55.00	22.00	11.00	142.00	\$3,834.00
Total Task Hours		126.00	24.00	172.00	209.00	129.00	17.00	677.00	34,388.00
Total Task Cost		\$8,995.00	\$1,338.00	\$7,420.00	\$10,018.00	\$5,908.00	\$709.00		\$34,388.00
Overhead and/or Fringe Audited Rate	1.79	\$16,101.05	\$2,395.02	\$13,281.80	\$17,932.22	\$10,575.32	\$1,269.11		\$61,554.52
Total Labor with Overhead		\$25,096.05	\$3,733.02	\$20,701.80	\$27,950.22	\$16,483.32	\$1,978.11		\$95,942.52
Fee (10% max rate)	0.10	\$2,509.61	\$373.30	\$2,070.18	\$2,795.02	\$1,648.33	\$197.81		\$9,594.25
Total Labor Budget With Overhead & Fees		\$ 27,605.66	\$ 4,106.32	\$ 22,771.98	\$ 30,745.24	\$ 18,131.65	\$ 2,175.92		\$ 105,536.77
PRIME CONSULTANT BUDGET OF DIRECTLY REIMBURSABLE EXPENSES									
Reimbursable Expenses	Task 1 Meetings & Public Engagement	Task 2 Data Collection and Field Review	Task 3 Data Analysis and Prioritization	Task 4 Draft Deliverables	Task 5 Final Deliverables	Task 6 Summary and Regional Significance	Total Cost		
Total Prime Reimbursable Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
TOTAL BUDGET									
TOTAL COST SUMMARY	Task 1 Meetings & Public Engagement	Task 2 Data Collection and Field Review	Task 3 Data Analysis and Prioritization	Task 4 Draft Deliverables	Task 5 Final Deliverables	Task 6 Summary and Regional Significance	Total Cost		
Total Labor With Overhead and Fee	\$27,605.66	\$4,106.32	\$22,771.98	\$30,745.24	\$18,131.65	\$2,175.92	\$105,536.77		
Total Prime Reimbursable Expenses	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Total Subconsultant Costs	\$3,800.00	\$49,300.00	\$0.00	\$16,350.00	\$0.00	\$0.00	\$69,450.00		
Adjustments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
GRAND TOTAL	\$ 31,405.66	\$ 53,406.32	\$ 22,771.98	\$ 47,095.24	\$ 18,131.65	\$ 2,175.92	\$174,986.77		
SUBCONSULTANT - NO. 1 SUBCONSULTANT BUDGET FOR PERSONNEL AND REIMBURSABLES									
WERK Urban Design	Task 1 Public	Task 2 Collection and	Task 3 and Prioritization	Task 4 Deliverables	Task 5 Deliverables	Task 6 Regional			
Personnel	Loaded Hourly Rate	Task Hours	Task Hours	Task Hours	Task Hours	Task Hours	Task Hours	Total Hours	Total Cost
Jesse Westad, Sr. Landscape Architect	\$175.00	8.00	0.00	0.00	24.00	0.00	0.00	32.00	\$5,600.00
Brian Sager, Landscape Architect	\$150.00	8.00	0.00	0.00	24.00	0.00	0.00	32.00	\$4,800.00
Joseph Starbuck, Sr. Designer	\$125.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
Kraig Weber, Senior Designer	\$125.00	0.00	0.00	0.00	30.00	0.00	0.00	30.00	\$3,750.00
Jillian Edmonson, Designer	\$100.00	12.00	0.00	0.00	48.00	0.00	0.00	60.00	\$6,000.00
Barad Ghatrehisamani, Designer	\$100.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
Total Task Hours		28.00	0.00	0.00	126.00	0.00	0.00	154.00	\$20,150.00
Total Loaded Labor Costs		\$3,800.00	\$0.00	\$0.00	\$16,350.00	\$0.00	\$0.00		\$20,150.00
Total Subconsultant Reimbursable Expenses		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
(or) Subconsultant Flat Fee		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
WERK Urban Design Total Cost		\$3,800.00	\$0.00	\$0.00	\$16,350.00	\$0.00	\$0.00		\$ 20,150.00
SUBCONSULTANT - NO. 2 SUBCONSULTANT BUDGET FOR PERSONNEL AND REIMBURSABLES									
Engineering Mapping Solutions, Inc.	Task 1 Public	Task 2 Collection and	Task 3 and Prioritization	Task 4 Deliverables	Task 5 Deliverables	Task 6 Regional			
Personnel	Loaded Hourly Rate	Task Hours	Task Hours	Task Hours	Task Hours	Task Hours	Task Hours	Total Hours	Total Cost
Phil Ponce, Sr. GIS Specialist	\$125.00	0.00	60.00	0.00	0.00	0.00	0.00	60.00	\$7,500.00
Martin Shaeffer, Sr. GIS Specialist	\$125.00	0.00	30.00	0.00	0.00	0.00	0.00	30.00	\$3,750.00
Vedran Stupar, Sr. Designer	\$100.00	0.00	100.00	0.00	0.00	0.00	0.00	100.00	\$10,000.00
Su Ling Heydrich, Designer	\$85.00	0.00	190.00	0.00	0.00	0.00	0.00	190.00	\$16,150.00
Rob Cox, Designer	\$85.00	0.00	140.00	0.00	0.00	0.00	0.00	140.00	\$11,900.00
Total Task Hours		0.00	\$20.00	0.00	0.00	0.00	0.00	520.00	\$49,300.00
Total Loaded Labor Costs		\$0.00	\$49,300.00	\$0.00	\$0.00	\$0.00	\$0.00		\$49,300.00
Total Subconsultant Reimbursable Expenses		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
(or) Subconsultant Flat Fee		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Engineering Mapping Solution Total Costs		\$0.00	\$49,300.00	\$0.00	\$0.00	\$0.00	\$0.00		\$ 49,300.00