

**AGREEMENT BETWEEN  
MARICOPA ASSOCIATION OF GOVERNMENTS  
AND THE CITY OF GOODYEAR**

**BULLARD WASH BICYCLE & PEDESTRIAN MASTER PLAN**

This agreement (“Agreement”) is between the Maricopa Association of Governments (“MAG”), an Arizona non-profit corporation and the City of Goodyear, 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, 2021. MAG and CITY view this Agreement as a mutually beneficial relationship.

**A) Statutory Authorization Agreement**

**MAG**

MAG is empowered by Arizona Revised Statutes §§ 28-6308 and 28-6353 to enter into this Agreement. MAG is the recipient of Regional Area Road Funds, Federal Highway Administration (“FHWA”) Funds, and Federal Transit Administration Funds as described in the FY 2020 MAG Unified Planning Work Program and Budget (“FY 2020 UPWP”), and as described in the agreement between MAG and the Arizona Department of Transportation.

**THE CITY OF GOODYEAR**

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

**B) Purpose of the Agreement**

The purpose of this Agreement is to identify and define the level of financial participation by CITY and MAG to prepare the Bullard Wash Bicycle & Pedestrian Master Plan (“PROJECT”).

The PROJECT will be completed through MAG Contract No. 0600-0145-20-E001-828B-0N-00.000000 using a 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 \$197,669.77. The scope of work is set forth in Appendix “A.”

**C) Mission/Goal Statement**

The goal of the PROJECT is to prepare a Bullard Wash Bicycle & Pedestrian Master Plan for the CITY.

**D) Study Funding**

1. MAG is the recipient of FY 2020 FHWA Planning Funds as described in the FY 2020 UPWP and in the agreement between MAG and the Arizona Department of Transportation.
2. The FY 2020 UPWP includes the PROJECT as part of the approved FY 2020 Pedestrian and Bicycle Facilities Design Assistance Program.
3. The consultant contract for the PROJECT will be for an amount not to exceed \$197,669.77. 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	\$ \$158,135.82	80%
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City of Goodyear	\$ 39,533.95	20%
Total	\$ 197,669.77	100%

4. Cost adjustments: The MAG/CITY proportional share is to be split 80/20 for any amount less than or equal to \$197,669.77. It will be the CITY's responsibility to cover costs in excess of \$197,669.77.
5. CITY'S financial participation is limited to paying CITY'S proportional share as provided in paragraphs 3 and 4 above. It shall be MAG's responsibility to enter into the consultant contract.
6. MAG will invoice CITY for CITY'S proportional share within thirty (30) calendar days of execution of this Agreement. The CITY shall make payment to MAG 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.
7. All notices or demands required to be given pursuant to the terms of this Agreement shall be given to the other Party in writing, delivered in person, sent by confirmed email, deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, or deposited with any commercial air courier or express service at the addresses set forth below, or to such address as the Parties may substitute by written notice given in the manner described in this paragraph.

For MAG:

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

For the City of Goodyear:

Nathan Torres  
 Parks & Recreation Director  
 City of Goodyear Parks & Recreation Department  
 190 N. Litchfield Road  
 Goodyear, AZ 85338  
 623-882-3190

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

8. In the event that the MAG funds required for performance of this Agreement are withdrawn or are not available for funding, this Agreement, without penalty to any of the Parties, may be immediately terminated; and any unspent financial contribution paid by CITY will be returned to CITY.
9. Any remaining unspent funds following PROJECT closeout will be retained by MAG for unrestricted use.

**E) General Terms and Conditions of the Agreement**

1. Governing Law. This Agreement is entered into in Arizona and shall be construed and interpreted under the laws of the State of Arizona.
2. Severability. If any provision of this Agreement is declared invalid, illegal or unenforceable, that provision shall be severed from the Agreement, and the remaining provisions shall otherwise remain in full force.
3. Hold Harmless. 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 Goodyear, an Arizona municipal corporation**

By: \_\_\_\_\_  
Georgia Lord  
Mayor

Date: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
Darcie McCracken  
City Clerk

**Maricopa Association of Governments, an Arizona non-profit corporation**

By: \_\_\_\_\_  
Eric J. Anderson  
Executive Director

Date: \_\_\_\_\_

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

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

\_\_\_\_\_  
Roric Massey  
City of Goodyear  
City Attorney

\_\_\_\_\_  
Mitesh V. Patel  
Maricopa Association of Governments  
General Counsel

**APPENDIX A – SCOPE OF SERVICES**

**MARICOPA ASSOCIATION OF GOVERNMENTS (“MAG”)**

**BULLARD WASH BICYCLE & PEDESTRIAN MASTER PLAN  
CITY OF GOODYEAR PROJECT NO. 828B-0N  
FEDERAL ID TBD**

**I. WORK PLAN AND TASKS**

The City of Goodyear (“CITY”) is seeking to develop the Bullard Wash Bicycle & Pedestrian Master Plan (“Master Plan”). The Bullard Wash currently runs from north of Camelback to Estrella Mountain Regional Park (“EMRP”) and is eight miles long with only two miles of improved park/multi-use paved trails. This Master Plan will identify opportunities to continue the multi-use trail an additional four miles to connect users from Rio Paseo Park (Thomas Road) in North Goodyear to EMRP (Baseline Road), where an additional 33 miles of trails can be accessed.

The Master Plan will identify new, safe mode of transportation but will also enhance regional connectivity with Maricopa County, Buckeye and Avondale. This trail will allow for user connectivity to the Maricopa Trail as well as neighboring cities.

The Master Plan will address the League of Bicycle 6 E’s as follows:

**Engineering:** Bullard Wash currently has two miles of paved trails adjacent to a park, separated by one mile of unpaved wash. The current state of the area includes the wash with no trail or pathway leading from McDowell Road to Estrella Mountain Regional Park. The Master Plan will specify how CITY needs to match the existing paved trails or modify the current trails to adapt to the change in landscape south of McDowell Road, including under Interstate 10, continuing south. It will also advise on the appropriate integration of sidewalks, pathways and walkways that are in accordance with the Americans with Disabilities Act requirements (“ADA”), off-street bicycle trails, safe underpasses, and proper wayfinding/transportation signage.

**Education:** CITY’s Parks & Recreation Department offers bicycle safety programs for youth, however there is a much larger bicycle community in Goodyear and in the southwest valley that will allow CITY to expand our current programming to include, bicycle and trail safety, educational wildlife courses and fitness opportunities. CITY has several active adult communities within the vicinity of the Bullard Wash and would like to offer programs for all ages and abilities.

**Encouragement:** CITY is currently in the design process of creating a “Civic Square” which will be located adjacent to Bullard Wash, just north of McDowell road. This new project will bring additional patrons to the area as it will include a new library, city hall, business/retail opportunities, as well as a two-acre park. The Master Plan will explore opportunities to promote multi-modal transportation to Civic Square.

**Enforcement:** CITY will post trail routes and highlights at each main intersection alignment to ensure the users are educated. Park Rangers will patrol the trails ensuring the safety of all users.

**Evaluation & Planning:** CITY currently has a Parks & Recreation, Trails, and Open Space Master Plan as well as a Transportation Master Plan. Both plans highlight the need for a trail along the Bullard Wash. This Master Plan will focus on topics such as developing a seamless cycling network that emphasizes short trip distances, multi-modal trips and is complemented by encouragement, education and enforcement programs to increase usage.

**Equity:** CITY will recruit a Master Plan Citizen Advisory Group that will provide guidance on the plan. The success of the Master Plan will be achieved through a tailored community engagement

/ stakeholder input process, identifying the multi-modal opportunities and creating a sustainable implementation plan.

The following is the Scope of Work for the development of the Master Plan:

**Task 1. Project Initiation**

**TASK 1.1 KICK-OFF MEETING**

The Kimley-Horn (“CONSULTANT”) Team will meet with CITY and Maricopa Association of Governments (“MAG”) representatives to Kick-off the Master Plan. Items to be discussed include the preliminary project Goals and Objectives, the Scope of Work and Project Schedule. These elements will be produced prior to the meeting. Communication protocol for the master planning process will be discussed during the meeting and will be documented in the Meeting Notes.

**TASK 1.2 PROJECT STAKEHOLDERS/PROJECT INVOLVEMENT MATRIX**

The CONSULTANT Team will work with CITY and MAG staff to identify all of the appropriate stakeholders for the project and develop an Involvement Matrix that will provide contact information.

**TASK 1.3 SHAREPOINT SITE DEVELOPMENT**

The CONSULTANT Team will develop a Project SharePoint site that will serve as the central hub for storing all project related documents. The CITY, MAG and CONSULTANT Team will have authorized access to the site.

**TASK 1.4 SITE TOUR**

A site tour will be conducted to allow CITY, MAG and CONSULTANT staff the opportunity to sense the project corridor and discuss key issues that will need to be addressed during the master planning process. The CONSULTANT Team will produce a Site Tour document that identifies some of the relative visual characteristics of the planning corridor and identify the project limits.

**TASK 1.5 PROJECT MANAGEMENT**

The CONSULTANT Project Manager will be responsible for oversight of all project activities and consistently monitor CONSULTANT staff resources, the Project Schedule and conduct of monthly Progress Meetings. In concert with CITY and MAG staff, he will facilitate the Public Outreach process. He will also be responsible for preparing monthly Project Status Reports that will accompany Project Invoices.

**Task 2. Public Outreach Program**

**Task 2.1 Public Outreach Plan**

The CONSULTANT Team will collaborate with CITY and MAG to develop the Public Outreach Program. The Public Outreach Plan will be coordinated and integrated with the Master Plan Schedule and will identify specific responsibilities.

**Task 2.2 Website Coordination**

The CONSULTANT Team will collaborate with CITY staff to integrate a CITY web site portal for the project. The portal will allow interested citizens to access project related information throughout the master planning process. The web site will be monitored on a regular basis to track communication with the public.

**Task 2.3 STAKEHOLDER ENGAGEMENT**

The CONSULTANT Team will work with the CITY and MAG staff to engage various stakeholders to provide input and guidance throughout the master planning process. Six (6) in-person meetings and six (6) virtual meetings will be conducted.

#### Task 2.4 PROJECT MANAGEMENT

The CONSULTANT Project Manager will be responsible for oversight of all project activities and consistently monitor CONSULTANT staff resources, the Project Schedule and conduct of monthly Progress Meetings. In concert with CITY and MAG staff, he will facilitate the Public Outreach process. He will also be responsible for preparing monthly Project Status Reports that will accompany Project Invoices.

### Task 3. **Inventory & Analysis**

#### TASK 3.1 PLANNING AREA DEFINITION

The CONSULTANT Team will meet with CITY staff to delineate the specific project planning area followed by preparation of the project base mapping in GIS format. The CONSULTANT Team will coordinate with the CITY's GIS staff to ensure compatibility with the CITY's system.

#### TASK 3.2 AERIAL & TOPOGRAPHIC SURVEY

RLF Consulting ("RLF"), as a sub-consultant to CONSULTANT, will perform the following survey scope for the project area:

- Verify horizontal and vertical control to include control to sectional monuments.
- Establish ground control for mapping and additional ground locations for quality control.
- Provide mapping @ 200 ft wide contour info centered on the Bullard wash center line, route runs through portions of Sections 5, 8, 17, 20, & 29 of T1N, R2W G&SRM.
- Aerial mapping limits cover 500 ft centered on the Bullard wash center line.
- Provide area coverage mapping on additional site north of alignment per requested and as shown on Exhibit A being a portion of Section 32 T2N, R1W G&SRM.

#### TASK 3.3 SITE ANALYSIS & ASSESSMENT

The CONSULTANT Team will conduct on-site analysis to identify the planning area physical conditions, including opportunities and constraints that will need to be addressed throughout the master planning process.

#### TASK 3.4 EXISTING CONDITIONS GIS MAPPING

The existing planning area conditions will be developed as GIS layers of information, e.g., land use/zoning, transportation system, utilities, etc. and will be utilized to inform the master planning process.

#### TASK 3.5 EXISTING DATA REVIEW

The CONSULTANT Team will conduct the research needed to collect relevant data that will help inform the master planning process, including but not limited to: population density, accidents, chronic disease, historic bike/ped use, bicycle counts, transit routes & stops, percent of families below poverty level, and Goodyear Health Indicator Report Data.

#### TASK 3.6 EXISTING GOODYEAR PLANNING DOCUMENTS REVIEW

The CONSULTANT Team will conduct the research needed to collect relevant existing CITY planning documents that will help inform the master planning process, including but not limited to: Goodyear General Plan, Goodyear Parks & Recreation Master Plan, Goodyear Transportation Master Plan, etc.

#### TASK 3.7 EXISTING EXTERNAL PLANNING DOCUMENTS REVIEW

The CONSULTANT Team will conduct the research needed to collect relevant existing external planning documents that will help inform the master planning process, including but not limited to: adjacent municipalities, Maricopa County Parks & Recreation, the Flood Control District of Maricopa County, adjacent private development projects, etc.

**TASK 3.8 BULLARD WASH CORRIDOR – ADJACENT LAND USE/ZONING**

The CONSULTANT Team will conduct the research needed to understand the existing land ownership, uses and zoning to help inform the master planning process. This will include coordination with the County for the MC 85 and UPRR crossings.

**TASK 3.9 BULLARD WASH CORRIDOR CONTEXT AND FEATURES**

The CONSULTANT Team will develop a graphic exhibit that portrays the relative character areas and features within the planning area.

**TASK 3.10 PARKS & RECREATION ADVISORY COMMISSION MEETING #1 – PROJECT INTRODUCTION / GOALS & OBJECTIVES**

The CONSULTANT Team will meet with the Parks & Recreation Advisory Commission to provide a Project Introduction / Goals & Objectives. This meeting is intended to familiarize the Parks & Recreation Advisory Commission with the purpose of the master planning process, receive input and address questions prior to conducting Public Meeting #1.

**TASK 3.11 PUBLIC MEETING #1 – PROJECT INTRODUCTION/ GOALS & OBJECTIVES**

The CONSULTANT Team in concert with CITY and MAG staff will prepare for and conduct Public Meeting #1 – Project Introduction / Goals & Objectives. This meeting is intended to familiarize the community with the purpose of the master planning process, receive input and address questions. The CONSULTANT Team will review and compile the information received from the public participants and prepare a Technical Memorandum to document the meeting process and outcomes.

**TASK 3.12 PROJECT MANAGEMENT**

The CONSULTANT Project Manager will be responsible for oversight of all project activities and consistently monitor CONSULTANT staff resources, the Project Schedule and conduct of monthly Progress Meetings. In concert with CITY and MAG staff, he will facilitate the Public Outreach process. He will also be responsible for preparing monthly Project Status Reports that will accompany Project Invoices.

**Task 4. Alternative Concepts**

**TASK 4.1 BICYCLE & PEDESTRIAN PLANNING CRITERIA**

The CONSULTANT Team, in concert with CITY and MAG, will develop priority bicycle and pedestrian system criteria that will be used to develop alternative conceptual alignments.

**TASK 4.2 DEVELOP THREE (3) ALTERNATIVE CONCEPTUAL ALIGNMENTS**

Utilizing the priority criteria developed in Task 4.1, the CONSULTANT Team will develop up to three (3) alternative pathway concepts. These concepts will identify relative opportunities and constraints that can be utilized for comparison.

**TASK 4.3 PARKS & RECREATION ADVISORY COMMISSION – MEETING #2 – ALTERNATIVE CONCEPTS**

The CONSULTANT Team will present the alternative concepts to the Parks & Recreation Advisory Commission for their review and input prior to conducting Public Meeting #2. Input received from the Parks & Recreation Advisory Commission will be addressed prior to presenting the concepts to the public.

**TASK 4.4 PUBLIC MEETING #2 – ALTERNATIVE CONCEPTS**

The CONSULTANT Team, in concert with CITY and MAG staff will prepare for and conduct Public Meeting #2 – Alternative Concepts. This meeting is intended to receive input on the relative opportunities and constraints of each alternative. The CONSULTANT Team will review and compile the information received from the public participants and prepare a Technical Memorandum to document the meeting process and outcomes.

**TASK 4.5 SPECIAL EVENT INTERCEPT SURVEYS – THREE (3) SPECIAL EVENTS**

The CONSULTANT Team will work with CITY staff to identify up to 3 special events where intercept surveys can be conducted. The approach will be to develop 2-3 graphic boards that present images related to design elements of bicycle and pedestrian pathway systems that the public can easily respond to and help emphasize which elements are most important to capture in the master planning process. The results will be compiled and used to be responsive to the overall community input process.

**TASK 4.6 PROJECT MANAGEMENT**

The CONSULTANT Project Manager will be responsible for oversight of all project activities and consistently monitor CONSULTANT staff resources, the Project Schedule and conduct of monthly Progress Meetings. In concert with CITY and MAG staff, he will facilitate the Public Outreach process. He will also be responsible for preparing monthly Project Status Reports that will accompany Project Invoices.

**Task 5. Preferred Alternative**

**TASK 5.1 BICYCLE & PEDESTRIAN PLANNING CRITERIA PRIORITY RANKINGS**

The CONSULTANT Team will assess the alternative concepts priority criteria rankings to help determine the preferred alternative of the three (3) concepts.

**TASK 5.2 PREFERRED ALTERNATIVE SYNTHESIS**

Following the alternative assessment rankings and determination of the preferred concept, the CONSULTANT Team will make the necessary revisions that respond to the criteria rankings. This process will reflect the synthesis of attributes of the alternatives not selected for integration into the preferred concept.

**TASK 5.3 PREFERRED CONCEPT**

The CONSULTANT Team will develop the preferred concept to a higher level of detail for presentation to the public in response to CITY, MAG and previous public input. This task will include the development of the plan alignment with cross-sections to illustrate connectivity with the CITY and regional transportation system and integration with adjacent land uses.

**TASK 5.4 PARKS & RECREATION ADVISORY COMMISSION – MEETING #3 – PREFERRED ALTERNATIVE**

The CONSULTANT Team will present the preferred concept to the Parks & Recreation Advisory Commission for their review and input prior to conducting Public Meeting #3. Input received from the Parks & Recreation Advisory Commission will be addressed prior to presenting the concepts to the public.

**TASK 5.5 PUBLIC MEETING #3 – PREFERRED CONCEPT**

The CONSULTANT Team, in concert with CITY and MAG staff will prepare for and conduct Public Meeting #3 – Preferred Concept. This meeting is intended to demonstrate the response to previous CITY, MAG and public input, with the focus on a singular, preferred concept. The CONSULTANT Team will review and compile the information received from the public participants and prepare a Technical Memorandum to document the meeting process and outcomes.

**TASK 5.6 PRELIMINARY BULLARD WASH BICYCLE & PEDESTRIAN MASTER PLAN**

The CONSULTANT Team will prepare the Preliminary Master Plan that will be a compilation of all of the technical Tasks undertaken and the culmination of the master planning process that led to the preferred bicycle & pedestrian pathway alignment concept.

**TASK 5.7 COUNCIL WORK SESSION**

The CONSULTANT Team will prepare for and attend a CITY council work session to present the Preliminary Master Plan, address questions and document input. The input from council will be reflected on the Final Master Plan.

**TASK 5.8 PROJECT MANAGEMENT**

The CONSULTANT Project Manager will be responsible for oversight of all project activities and consistently monitor CONSULTANT staff resources, the Project Schedule and conduct of monthly Progress Meetings. In concert with CITY and MAG staff, he will facilitate the Public Outreach process. He will also be responsible for preparing monthly Project Status Reports that will accompany Project Invoices.

**Task 6. Final Master Plan**

**TASK 6.1 RECOMMENDATIONS**

Based on the incremental master planning process, including the Inventory and Analysis, development of alternative concepts through the selection of a preferred concept, the CONSULTANT Team will develop key recommendations that will form the basis of the Implementation Program for the Master Plan. This will include best practices and relative time frames.

**TASK 6.2 OPINION OF PROBABLE CONSTRUCTION COSTS**

The CONSULTANT Team will develop Opinions of Probable Construction Costs (“OPCC”) for all elements needed for implementation of the Master Plan. The OPCC will help inform the recommended Implementation Program.

**TASK 6.3 IMPLEMENTATION PROGRAM**

One of the key elements of the Master Plan is the Implementation Program that will set-forth a strategy that identifies priorities and recommended phasing. Each recommended phase will have an identified budget to help guide project funding.

**TASK 6.4 FINAL BULLARD WASH BICYCLE & PEDESTRIAN MASTER PLAN**

The CONSULTANT Team will compose all elements of the Master Plan and submit a digital draft to CITY and MAG staff for review & comments.

**TASK 6.5 FLY-THROUGH SIMULATION RENDERING**

A fly-through simulation rendering of the Final Master Plan will be produced to illustrate the character of the final pathway alignment and the adjacent corridor context. Due to drone flight restrictions in the project area, the CONSULTANT Team will utilize Google Earth data to build the fly-through model. To maintain existing aerial image quality, the camera angle will be limited to a low oblique view. CONSULTANT will build a 3D context model of the proposed bike/ped improvements from just north of McDowell Road showing the connection to the Civic Complex to just Southwest of W. Vineyard Avenue.

**TASK 6.6 COUNCIL PRESENTATION FOR ADOPTION**

The CONSULTANT Team in concert with CITY and MAG staff will develop the Final Master Plan digital presentation for CITY Council for official adoption.

**TASK 6.7 PROJECT MANAGEMENT / FINAL QC REVIEW**

The CONSULTANT Project Manager will be responsible for oversight of all project activities and consistently monitor CONSULTANT staff resources, the Project Schedule and conduct

of monthly Progress Meetings. In concert with CITY and MAG staff, he will facilitate the Public Outreach process. He will also be responsible for preparing monthly Project Status Reports that will accompany Project Invoices

## II. DELIVERABLES

### Task 1. Project Initiation

- Attendance and participation in a Kick-off Meeting - Agenda & Notes
- Project Schedule
- Project Involvement Matrix
- SharePoint Site
- Site Tour Booklet

### Task 2. Public Outreach Program

- Public Outreach Plan
- Coordination of Web Site Portal within the City's web site
- Organize, attend and lead stakeholder engagement meetings. Prepare agendas, presentation materials and notes.

### Task 3. Inventory & Analysis

- Aerial & Topographic Survey
- Site Analysis & Assessment (Graphic exhibits utilizing aerial background with a narrative report)
- GIS Planning Area mapping (Land Ownership, Land Use & Zoning, Transportation System, Utilities)
- Existing Internal and external Goodyear Data Log with summary of pertinent information
- Bullard Wash Corridor Context and Features graphic exhibit
- Attendance and participation in Parks & Recreation Advisory Commission Meeting #1 – Project Introduction / Goals & Objectives Agenda & Outcome Memorandum
- Attendance and participation in Public Meeting #1 – Project Introduction / Goals & Objectives Agenda & Outcome Memorandum

### Task 4. Alternative Concepts

- Bicycle & Pedestrian Planning Criteria
- (3) Alternative Concepts for the Bullard Wash bicycle and pedestrian corridor
- Attendance and participation in (6) Focus Group Meetings to provide input on preliminary Alternative Concepts
- Attendance and participation in Parks & Recreation Advisory Commission Meeting #2 – Alternative Concepts Agenda & Outcome Memorandum
- Attendance and participation in Public Meeting #2 - Alternative Concepts Agenda & Outcome Memorandum
- Attendance and participation in (3) Special Event Intercept Surveys (3 graphic boards depicting bicycle & pedestrian pathway corridor characteristics for interviewees to identify desirable elements.

### Task 5. Preferred Alternative

- Planning Area Priority Criteria
- Preferred Alternative (plan graphic and up to (6) 3-D sketch-up views)
- Attendance and participation in Parks & Recreation Advisory Commission Meeting #3 – Preferred Alternative Agenda & Outcome Memorandum
- Attendance and participation in Public Meeting #3 - Preferred Alternative Agenda & Outcome Memorandum
- Preliminary Master Plan (11' x 17' In-Design document)

- Attendance and participation in a Council Study Session with an Outcome Memorandum

Task 6. Final Master Plan

- Key Master Plan Recommendations
- Opinion of Probable Construction Costs
- Implementation Program
- Final Master Plan (11' x 17" In-Design document). This will include an Executive Summary and integration of the graphics developed during the master planning process.

**III. SCHEDULE**

It is anticipated that the project will commence on or about August 3, 2020, and will be completed by May 31, 2021. It is important to note the milestone dates noted in the "Schedule for Completion" column below refer to completion dates of the initial draft documents for internal review by MAG and CITY. The review period is assumed to be two weeks.

<u>Task</u>	<u>Schedule for Completion</u>
1. Project Initiation	August 28, 2020
2. Public Outreach Program	October 16, 2020 (Website Task Ongoing)
3. Inventory & Analysis	December 4, 2020
4. Alternative Concepts	February 12, 2021
5. Preferred Alternative	April 9, 2021
6. Final Master Plan	June 30, 2021

**IV. CONSULTANT WORK TEAM**

CONSULTANT will form a work team of key personnel (as named below) to perform the project. Other labor requirements will be filled by other staff members of CONSULTANT.

Jeff Kratzke, PLA will serve as project manager. He will be primarily responsible for overseeing the project and ensuring quality control. He will be assisted by Marissa Pellegrini, PLA and Sean Wozny, PE, PLA.

Subconsultant RLF Consulting will provide aerial and topographic survey data. Subconsultant Y2K Engineering will provide multi-modal transportation planning services and cross-connection multi-modal considerations.

**V. BUDGET**

The budget for the project by task is as follows:

<u>Task</u>	<u>Budget</u>
A. Project Initiation	\$9,968.55
B. Public Outreach Program	\$30,457.34
C. Inventory & Analysis	\$47,747.75
D. Alternative Concepts	\$23,863.16
E. Preferred Concept	\$35,786.85
F. Final Master Plan	\$49,846.12
Total	\$197,669.77