



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

Requested Board Meeting Date: July 7, 2015

or Procurement Director Award ☐

Contractor/Vendor Name (DBA): Arizona Department of Transportation (ADOT)

Purpose:

I-10 & Craycroft Road, Intergovernmental Agreement (IGA) with ADOT to fund the project.

Project Title/Description:

I-10 & Craycroft Interchange Improvements

Procurement Method:

N/A

Program Goals/Predicted Outcomes:

Contribution of funding to ADOT to proceed with design, development, and ultimately construction in order to make necessary improvements to the I-10 & Craycroft Road interchange.

Public Benefit:

Proper traffic signalization, lane delineation, and sidewalk/ramp improvements will ensure the safe flow of both motor vehicle and pedestrian traffic for those utilizing the facilities at the interchange.

Metrics Available to Measure Performance:

N/A

Retroactive:

N/A

Document Type: IGA Department Code: TR Contract Number (i.e., 15-123): CT 15*0537

Effective Date: 7/01/2015 Termination Date: 6/30/2020

☒ Expense Amount: \$ 328,000 ☐ Revenue Amount: \$ _____

Funding Source(s): Impact Fees (San Xavier Benefit Area)

Cost to Pima County General Fund: 0

Contract is fully or partially funded with Federal Funds? ☐ Yes ☒ No ☐ Grant Not Applicable

Were insurance or indemnity clauses modified? ☐ Yes ☒ No ☐ Grant Not Applicable

Vendor is using a Social Security Number? ☐ Yes ☒ No ☐ Grant Not Applicable

If Yes, attach the required form per Administrative Procedure 22-73.

Amendment Information

Amendment No.: _____ AMS Version No.: _____

Effective Date: _____ New Termination Date: _____

☐ Expense ☐ Revenue ☐ Increase ☐ Decrease Amount: \$ _____

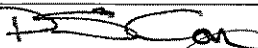
To: COB 6-12-15 (2) Ver. - 1
Vendor - 1 Pgs. 11 Addendum

Contact: Seth Chalmers, Division Manager

Department: DOT

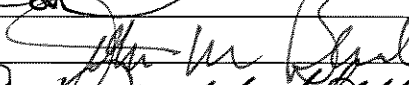
Telephone: (520) 724-6410

Department Director Signature/Date:



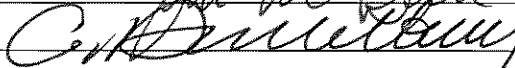
6/8/15

Deputy County Administrator Signature/Date:



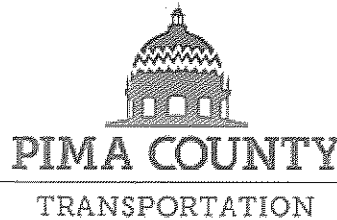
6/10/15

County Administrator Signature/Date:



6/10/15

(Required for Board Agenda/Addendum Items)

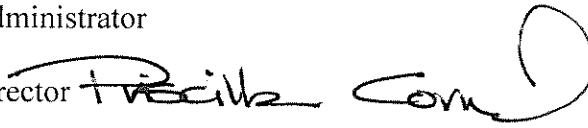


MEMORANDUM

DATE: June 8, 2015

TO: C.H. Huckelberry, County Administrator

FROM: Priscilla S. Cornelio, P.E., Director



**SUBJECT: I-10 and Craycroft Road Improvements; Request for Board of Supervisors
June 16, 2015 Meeting Addendum Item**

The Department of Transportation (DOT) requests approval to place the following items on the Board of Supervisors Addendum for June 16, 2015:

- I-10 and Craycroft Road Improvements, Intergovernmental Agreement (IGA) with the Arizona Department of Transportation (ADOT) to fund the project.
- Resolution to add Craycroft Road between Travel Plaza Way and Los Reales Road to the revised project list for the San Xavier Benefit Area, which is shown in Attachment A.

The IGA will allow DOT to proceed with final design and then move into construction of the I-10 ramp signals at Craycroft Road. Due to the urgent nature of this project, we have requested ADOT to authorize its portion of the funding for the project as well as approve the IGA between the two parties as soon as possible upon approval by the Board, so that project activities can commence immediately upon its final authorization.

The resolution will allow the impact fee money collected from the developments in this area to be applied to the I-10 and Craycroft Road Improvements. Specifically, the impact fee money will cover the \$328,000 contribution Pima County is committed to through the IGA. The \$328,000 contribution reflects the amount DOT collected from the Pilot and Freightliner developments. These two developments were the impetus for the project. These two projects will generate a significant volume of heavy truck traffic, so DOT negotiated with them for needed roadway improvements. The area needed significant offsite improvements which were identified by DOT and ADOT, and their impact fees will be directed to the project.

ADOT agreed to other items more closely impacting their facility. ADOT paid for items and the DOT items are spelled out in the IGA.

C. H. Huckelberry, County Administrator

**SUBJECT: I-10 and Craycroft Road Improvements; Request for Board of Supervisors
June 16, 2015 Meeting Addendum Item**

June 8, 2015

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DOT has been actively working on key preliminary tasks and activities in advance of final ADOT approval so that once executed and ratified, the project tasks items and community and stakeholder outreach can all be initiated simultaneously and without delay.

Your approval on this matter is greatly appreciated, and please let me know if you have any questions.

PSC:JNDR:dg

Attachments

c: John M. Bernal, Deputy County Administrator - Public Works

RESOLUTION 2015-____

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF
PIMA COUNTY, ARIZONA, RELATING TO CAPITAL
IMPROVEMENTS FUNDING WITHIN DEVELOP-
MENT FEE BENEFIT AREAS; TO ADD CRAYCROFT
ROAD BETWEEN TRAVEL PLAZA WAY AND LOS
REALES ROAD TO THE REVISED PROJECT LISTS FOR
THE SAN XAVIER BENEFIT AREA.**

The Board of Supervisors of Pima County, Arizona finds:

1. On April 8, 2003, the Pima County Board of Supervisors adopted Ordinance No. 2003-40 which amended Pima County Code Chapter 19.03 relating to Roadway Development Impact Fees by establishing new non-residential fees, increasing existing residential fees, adding Roadway Development Impact Fees within newly designated benefit areas, and adopting a schedule of projects to be funded in whole or part by Roadway Development Impact Fees, and
2. On October 6, 2009, the Pima County Board of Supervisors adopted Ordinance No. 2009-94 which identifies specific eligible roadway construction projects within each Benefit Area along with the total estimated cost of each project in 2008 dollars, and
3. The Board has determined that in order to provide for proper flow and circulation of traffic it is necessary to modify the list of impact fee projects identified in the San Xavier Benefit area, and
4. The Board has considered the advantages of including Craycroft Road between Travel Plaza Way and Los Reales Road as an eligible roadway construction project within the San Xavier Benefit Area.

NOW, THEREFORE, BE IT RESOLVED that:

Section 1. Craycroft Road between Travel Plaza Way and Los Reales Road shall be added to the list of impact fee eligible projects within the San Xavier Benefit Area.

Section 2. The various Pima County officers and employees are hereby authorized and directed to perform all acts necessary and desirable to give effect to this Resolution.

Passed and adopted, this _____ day of _____, 2015.

Sharon Bronson, Chair
Pima County Board of Supervisors

ATTEST:

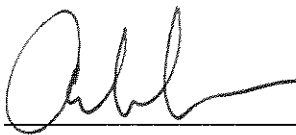
Clerk of the Board

APPROVED AS TO CONTENT:

A handwritten signature in black ink, appearing to read 'Priscilla Cornelio', written over a horizontal line.

Priscilla Cornelio, P.E.
Director, Pima County Department of Transportation

APPROVED AS TO FORM:

A handwritten signature in black ink, appearing to read 'Andrew L. Flagg', written over a horizontal line.

Andrew L. Flagg
Deputy Pima County Attorney

7. The federal funds will be used for the scoping/design and construction of the Project, including the construction engineering and administration cost (CE). The estimated Project costs are as follows:

HX249 01D (scoping/design):

State's contribution	\$148,000.00
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HX249 01C (construction):

State's contribution	\$ 180,000.00
County's contribution	<u>\$ 328,000.00</u>

Subtotal – Construction**	\$ 508,000.00
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TOTAL Project Cost	\$ 656,000.00
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Total Estimated County Funds	\$ 328,000.00
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Total State Contribution (Federal Funds)	\$ 328,000.00
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** (Includes 15% CE and 5% Project contingencies)

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will:

a. Upon execution of this Agreement, be the designated agent for the County, for purposes of this Project only, if the Project is approved by FHWA and funds for the Project are available.

b. Upon execution of this Agreement, invoice the County for \$328,000.00, 50% of the estimated costs associated with the Project. Once the Project has been completed, the State will either invoice or reimburse the County 50% of the difference between estimated and actual costs of the Project.

c. Prepare and provide the design plans, specifications, all clearances and other such documents and services required for the construction bidding and construction of the Project and provide comments to the County as appropriate.

d. Incorporate or resolve County review comments of design plans and specifications at the Stage III, Stage IV, and Stage V level of design completion

e. Upon FHWA approval, proceed to advertise for, receive and open bids subject to the concurrence of the FHWA. The State will enter into a contract(s) with a firm(s) to whom the award is made for the construction of the Project. Administer contracts(s) for the Project and make all payments to the contractor(s).

f. Perform, complete, accept and pay for the Project design costs in accordance with the requirements of the Project plans and specifications.

g. Be granted, without cost requirements, the right to enter County right-of-way as required to conduct any and all construction and pre-construction related activities for said Project, including without limitation, temporary construction easements or temporary rights of entry on to and over said rights-of-way of the County.

h. Issue, per established procedures of the State's Tucson District Permit Office, a valid blanket Encroachment Permit for the routine/normal maintenance and emergency maintenance work to be provided by the County within the State's rights-of-way that is necessary to satisfy the County's obligations under this Agreement. Process any other Encroachment Permits that may be needed to work within the State's right-of-way to effectively meet the obligations set forth for the County in this Agreement. The State agrees all activities that are reasonably required to be performed by the County under this Agreement shall be set forth in and covered by the appropriate Encroachment Permit.

i. Process any other Encroachment Permits that may be needed to work within the State's right-of-way to effectively meet the obligations set forth for the County in this Agreement. The State agrees all activities that are reasonably required to be performed by the County under this Agreement shall be set forth in and covered by the appropriate Encroachment Permit. Said Project permit shall be issued by the State, prior to bid advertisement once all plans and documents are approved.

j. Establish the electrical service for the traffic signal for two signalized intersections at the I-10 Craycroft Interchange. The cost shall be included in the construction of the Project and shared by both the State and the County as provided in this agreement. Existing roadway lighting is fed by ADOT currently on the southeast corner of the I-10/Eastbound (EB) ramps intersection.

k. Upon completion of the Project and final inspection and acceptance of all the Project improvements, the State will provide ongoing maintenance and repair to that portion of the Project located within the State right-of-way except sidewalks and pedestrian ramps as set forth in Section II.2.j of this Agreement.

l. Not be responsible for costs associated with the Project over and above the State's total proportionate share for bid and final voucher amount including any contractor claims for extra compensation, unless due to error or omission within the plans or work performed at the expressed written request of the State or mutually agreed change.

2. The County will:

a. Upon execution of this Agreement, designate the State as the authorized agent for the County, for purposes of this Project only.

b. Upon execution of this Agreement and within thirty (30) days of receipt of an invoice from the State, pay the State **\$328,000.00**, 50% of the estimated costs associated with the Project. Once the Project has been completed, the State will either invoice or reimburse the County 50% of the difference between estimated and actual costs of the Project.

c. Review the design documents required for construction of the Project and provide comments to the State as appropriate.

d. Certify that PCDOT has right-of-way on either side of I-10 prior to advertisement for bids, in accordance with 49 CFR 24.4 Assurances, Monitoring and Corrective Action, parts (a) & (b) and ADOT ROW Manual: 8.02 Responsibilities, 8.03 Prime Functions, 9.07 Monitoring Process and 9.08 Certification of Compliance. Coordinate with the State's Right-Of-Way personnel during any right-of-way process performed by the County, if applicable. Waive the requirements of Arizona Revised Statute 28-7209.

e. Not permit or allow any encroachments upon or private use of the public right-of-way, except those authorized by permit. In the event of any unauthorized encroachment or improper use, the County shall take all necessary steps to remove or prevent any such encroachment or use.

f. Grant to the State, its agents and/or contractors, through a permit if needed, without cost, the right to enter County rights-of-way, as required, to conduct any and all construction and preconstruction

related activities for the Project, including without limitation, temporary construction easements or temporary rights of entry on, to and over County rights-of-way.

g. Grant to the State, its agents and/or contractors, without cost, the right to place and maintain signal equipment, roadway lighting, and sidewalk ramps on County Rights-Of-Way, as required, for construction and maintenance activities.

h. Pay the energy costs, other than establishment of electrical service, for the traffic signal and roadway lighting for two signalized intersections at the I-10/Craycroft Road interchange.

i. Request and maintain, per established procedures of the State's Tucson District Permit Office, a valid blanket Encroachment Permit for the routine/normal maintenance and emergency maintenance work provided by the County within the State's rights-of-way that is necessary to satisfy the County's obligations under this Agreement. Agree to obtain separate permits for any new construction and/or installations in accordance with the Tucson District established procedures. The County agrees all activities performed by the County under this Agreement shall be set forth in and covered by the appropriate Encroachment Permit. Any requirement amendments to the Encroachment Permit will be expeditiously issued by the State.

j. Upon completion, approval, and acceptance of the Project, provide, at County's sole expense, maintenance and repair of any sidewalk and associated pedestrian ramps constructed in State right of way. Maintenance of the sidewalk shall include, but is not limited to, cleaning, sweeping, and making repairs. Such repairs include the removal and replacement of concrete slabs due to cracking, damage and buckling as required to maintain a safe and functional condition. Any erosion around the sidewalk shall be continually maintained to the final grade at time of Project completion and acceptance.

k. Provide pre-emption equipment to ADOT contractor prior to construction,

III. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of the Project and all reimbursements provided herein. All maintenance obligations contained herein shall be perpetual. This Agreement may be cancelled at any time prior to the award of a Project construction contract, upon thirty (30) days written notice to the other party. It is further understood and agreed that, in the event County cancels this Agreement, the State shall have no other obligation to continue with the Project.

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

3. This Agreement shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

4. The cost of the project under this Agreement includes indirect costs approved by the FHWA, as applicable.

5. Should the federal funding related to this Project be terminated or reduced by the federal government, or Congress rescinds, fails to renew, or otherwise reduces apportionments or obligation authority, the State shall in no way be obligated for funding or liable for any past, current or future expenses under this Agreement.

6. The Parties warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the County will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.

7. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

8. The provisions of Arizona Revised Statutes § 35-214 are applicable to this Agreement.

9. 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 09-09 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

10. Non-Availability of Funds: Every obligation of the State 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 State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.

11. In the event of any controversy which may arise out of this Agreement, the Parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.

12. The Parties shall comply with the applicable requirements of Arizona Revised Statutes § 41-4401 and Title 34 of the Arizona Revised Statutes.

13. The Parties hereto shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.

14. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 S. 17th Avenue, Mail Drop 637E
Phoenix, Arizona 85007
(602) 712-7124
(602) 712-3132 Fax

Pima County Department of
Transportation
Attn: Seth Chalmers
1313 S. Mission Road, Bldg 9
Tucson, AZ 85713
520-724-6410

15. In accordance with Arizona Revised Statutes § 11-952 (D) attached hereto and incorporated herein is the written determination of each Party's legal counsel and that the parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

PIMA COUNTY

STATE OF ARIZONA

Department of Transportation

By _____
SHARON BRONSON
Chair

By _____
STEVE BOSCHEN, P.E.
ITD Director

ATTEST:

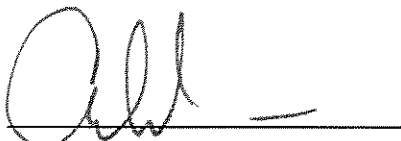
By _____
ROBIN BRIGODE
Clerk of the Board

ATTORNEY APPROVAL FORM FOR THE PIMA COUNTY

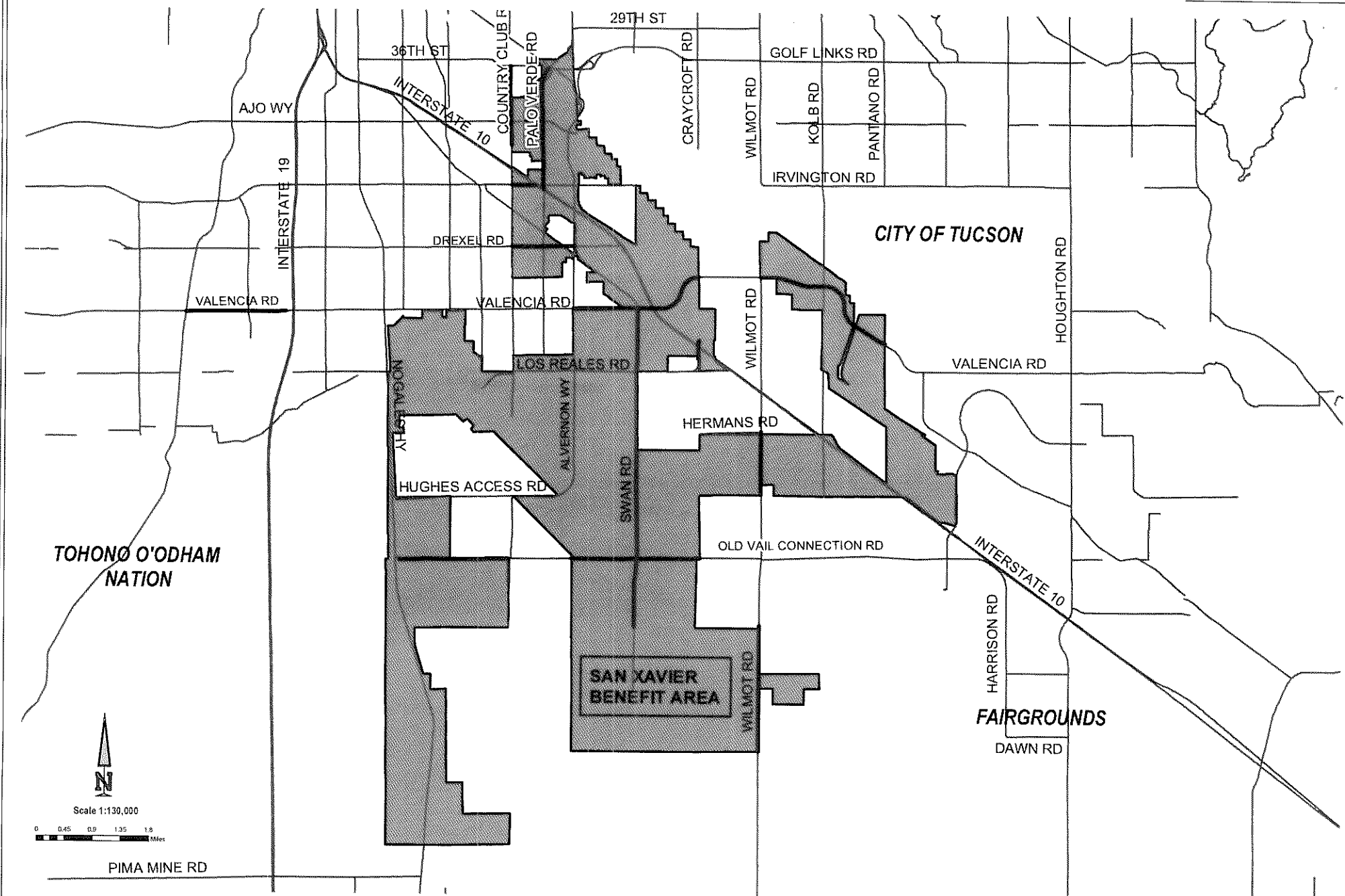
I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the PIMA COUNTY, an agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes §§ 11-951 through 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this 3rd day of June, 2015.

A handwritten signature in black ink, appearing to read 'A. Flagg', is written over a horizontal line.

County Attorney
ANDREW FLAGG



SAN XAVIER ROADWAY DEVELOPMENT IMPACT FEE BENEFIT AREA

The information depicted on this display is the result of digital analysis performed on a variety of databases provided and maintained by several governmental agencies. The accuracy of the information presented is limited to the collective accuracy of these databases on the date of the analysis. The Pima County Department of Transportation Geographic Information Services Division makes no claims regarding the accuracy of the information depicted herein.

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- Projects
- Benefit Area

RTA Project, PGDOT
RTA Project, Sponsored by OTHER municipality
COMPLETED projects
CON CONSTRUCTION projects

IMPACT FEE PROJECTIONS - PIMA COUNTY DOT

Utilizing PROJ-0025f Revenue Source Summary by Program, 01/21/2015
(revised on 2/28/15)

Interest RATE = 8.35%
LGIP Interest RATE = 1.10%

DRAFT: 29May15

Benefit Area	Project Name	Project ID	Prior Expend- itures thru end of FY13	PRIOR YEAR FY2014	FY 2015 CURRENT YEAR	FY2016 (RTA PH 2)	FY2017 (RTA PH 3)	FY2018 (RTA PH 3)	FY2019 (RTA PH 3)	FY2020 (RTA PH 3)	FY2021 (RTA PH 3)	FY2022-2026 (RTA PHASE 4)	PROJECT TOTALS
SAN XAVIER [XAV]....6413													
XAV001	Country Club Road: 36th St to Milbur - DOT-12	4CCTST	\$0										
XAV002	Drexel Road: Country Club Rd to Alvernon Rd - DOT-11	4DTBAW	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
XAV003	Irvington Road: Country Club Rd to I-10		\$0										
XAV004	Old Vail Connection Road: East of Nogales Hwy (except COT)		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
XAV005	Old Tucson-Nogales Hwy: Summit Neighborhood, DOT-53	40TNHS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
XAV006	Palo Verde Road: I-10 to Veterans Memorial Overpass		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
XAV006	Swan Road: One mile south Old Vail Connection (north) to Valencia [Note A]		\$0	\$0	\$0	\$650,000	\$0	\$0	\$0	\$0	\$0	\$0	\$650,000
XAV007	Swan Road: Los Reales to Valencia Road	4SLRVA	\$86,489										\$86,489
XAV008	Valencia Road: Mission Road to I-19 - DOT-49	4VRMRI	\$360,818										\$360,818
XAV008	Valencia Road: Alvernon to approx 1.5 mi east of Kolb (except COT)		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
XAV008	Alvernon Way: Valencia Road Intersection	4RTAWV	\$0	\$234,481	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$234,481
XAV008	Valencia Road: Alvernon to Wilmot, RTA-24	4VAKDP	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
XAV008	Valencia Road, Wilmot to Kolb	4RTKVI	\$0	\$149,435	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$149,435
XAV009	Valencia Rd/ Kolb to Houghton (COT sponsored)		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
XAV009	Wilmot Rd: Three miles south Old Vail Connection to Hermans (except COT)	4RTWNS	\$0	\$34,000	\$0	\$17,250	\$223,750	\$65,000	\$0	\$0	\$4,000,000	\$0	\$4,000,000
PREVIOUS SAN XAVIER BENEFIT AREA PROJECTS													
	Kinney Road, Ajo Hwy to Bopp Rd - DOT-50 [Note B]	4KRAWB	\$2,185,639	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Valencia Road, Mark to Cmo de la Tierra - DOT-17 [Note C]	4VMCLT	\$9,472,343										\$9,472,343
POSSIBLE FUTURE SAN XAVIER BENEFIT AREA PROJECTS													
	Raytheon/TIA/Hughes Access Road (CURRENTLY NOT IN ORDINANCE)		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	I-10/Craycroft Improvements (CURRENTLY NOT IN ORDINANCE)		\$0	\$0	\$0	\$328,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Actual Expense on FMS Download													
Expenditure Sub-Totals:			\$12,105,289	\$417,916	\$0	\$995,250	\$223,750	\$65,000	\$0	\$0	\$4,000,000	\$0	\$17,479,205
Estimated Projected Impact Fee Percentage of Current Year						90%	90%	100%	100%	100%	100%	100%	
Interest on FY17 forward EOY balances @ RATE shown above. [Note D]				\$41,771	\$25,686	\$32,780	\$24,168	\$24,401	\$25,203	\$26,203	\$11,205	\$814	
TOTALS, PROJECTED IMPACT FEE REVENUES				\$333,680	\$308,000	\$277,200	\$277,200	\$308,000	\$308,000	\$308,000	\$308,000	\$1,540,000	
Prior Year Funding Correction				(\$1,464,019)									
Balance Sheet Items from Cash Flow				\$359	\$278								
YEAR-END BALANCES				\$3,073,974	\$3,497,150	\$2,722,668	\$2,800,286	\$3,087,687	\$3,400,890	\$3,735,093	\$54,298	\$1,586,112	
Cash Flow Projected ending Cash													\$17,807,205

NOTES:

- Possible developer build credit vs DIFO
- Design funds used on this project under San Xavier benefit area prior to Southwest being created.
- This project was completed under the San Xavier benefit area prior to Southwest being created.
- FY14 Interest is actual, FY15 & F16 are forecasted. Includes LGIP account interest. Also added LGIP Interest
- In FY14 \$1,464,019 was transferred to Southwest per BOS approval.