

**BOARD OF SUPERVISORS AGENDA ITEM REPORT**  
**CONTRACTS / AWARDS / GRANTS**

Requested Board Meeting Date: September 6, 2016

or Procurement Director Award ☐

**Contractor/Vendor Name (DBA):** City of Tucson Pass-Through of Federal Transit Administration Funds

**Project Title/Description:**

Pima County Bus Stop Improvement Project (4BUSTP)

**Purpose:**

Provide bus shelters and ADA improvements at most needed county bus stops.

**Procurement Method:**

Exempt - (Grant)

**Program Goals/Predicted Outcomes:**

Provision of public transit - enhancement of existing facilities.

**Public Benefit:**

Safe, comfortable, accessible bus stop facilities.

**Metrics Available to Measure Performance:**

Bus boarding counts; public requests and opinions as measured through calls, emails, and letters.

**Retroactive:**

NO

**Original Information**

Document Type: CTN Department Code: TR Contract Number (i.e., 15-123): CTN 17\*0046

Effective Date: 9/6/2016 Termination Date: 6/30/2017 Prior Contract Number (Synergen/CMS): N/A

☐ Expense Amount: \$ ☒ Revenue Amount: \$ \$400,000

Funding Source(s): Federal Transit Administration - \$400,000

County Vehicle License Tax (VLT) Required Match - \$100,000

Cost to Pima County General Fund:

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

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

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

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

**Amendment Information**

Document Type: Department Code: Contract Number (i.e., 15-123):

Amendment No.: AMS Version No.:

Effective Date: New Termination Date:

☐ Expense ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$

Funding Source(s):

Cost to Pima County General Fund:

TO: COB 8-29-2016 (3)

VER: 01 PAGES: 17

Addendum

Procure Dept 08/25/16 PM04:07

Contact: Jonathan Crowe

Department: TR

Telephone: 724-6383

Department Director Signature/Date:

 8/25/16

Deputy County Administrator Signature/Date:

 8/25/16

County Administrator Signature/Date:

(Required for Board Agenda/Addendum Items)

 8/26/16



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# Board of Supervisors Memorandum

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September 6, 2016

## Bus Stop Improvement Project

### Background

Pima County has been awarded \$400,000 in Federal Transit Authority (FTA) funding in Fiscal Year (FY) 2016/17 to be used to fabricate and install bus stop improvements at existing Sun Tran bus stops in unincorporated Pima County. The County applied for and received this funding through a regional selection process administered by the Pima Association of Governments. This funding is part of a larger grant awarded to the City of Tucson (Designated Recipient of FTA funds) to use for similar improvements to the regional transit system. The funding will be provided as a "pass-through" from the City of Tucson with Pima County being the Sub-recipient of FTA funds. This grant requires a local match of \$100,000, which will be paid by Pima County with its Vehicle License Tax (VLT) transportation revenues in its approved FY 2016/17 budget. County bus stop improvements will include constructing bus shelters; bus shelter pads and ramps; and, in some cases, short sections of sidewalks to provide accessibility per the Americans with Disabilities Act (ADA).

There are approximately 350 bus stops located in unincorporated Pima County that serve the regional fixed-route Sun Tran system. While a few stops have bus shelters, some have only benches, and most only have a bus route sign with no amenities at all. Several stops are not wheelchair accessible. Bus stop needs exceed the amount of grant funds awarded at this time.

To determine which bus stops should receive improvements at this time, County Department of Transportation staff consulted with Sun Tran and City of Tucson staff and analyzed boarding counts for all stops. The most heavily used bus stops were identified, inventoried for infrastructure, and ranked based on boarding counts. The stops with the highest boarding counts and least amenities were ranked highest, along with stops with ADA deficiencies. Many of the highest ranked stops are located in lower income neighborhoods. This grant will fund approximately 50 bus stop projects with the highest needs as determined by this analysis. These stops are generally located in four regions: along the Palo Verde and Benson Highway corridors (District 2); Flowing Wells (District 3); Drexel Heights (District 5); and along the Ina Road corridor (District 1). No Sun Tran routes are located in District 4. Given that the most-used bus stops were selected for improvements, there is less risk these stops would be eliminated if any future changes occur to the transit system.

The Tucson Mayor and Council have already approved the Intergovernmental Agreement (IGA) with Pima County for the pass-through of this FTA grant. The Board of Supervisors is requested to approve this IGA and local match for this project.

The Honorable Chair and Members, Pima County Board of Supervisors  
Re: **Bus Stop Improvement Project**  
September 6, 2016  
Page 2

Recommendation

I recommend the Board of Supervisors accept the \$400,000 grant from the City of Tucson for the bus stop improvement project.

Respectfully submitted,

  
C.H. Huckelberry  
County Administrator

CHH/mjk – August 26, 2016

Attachments

c: John Bernal, Deputy County Administrator for Public Works  
Priscilla Cornelio, Director, Department of Transportation  
Jonathan Crowe, Principal Planner, Department of Transportation  
Michael Ortega, City Manager, City of Tucson  
Daryl Cole, Director, Department of Transportation, City of Tucson

ADOPTED BY THE  
MAYOR AND COUNCIL

June 7, 2016

RESOLUTION NO. 22579

RELATING TO TRANSPORTATION; AUTHORIZING AND APPROVING THE GRANT AGREEMENT BETWEEN THE CITY OF TUCSON (CITY) AND PIMA COUNTY (COUNTY) FOR FEDERAL TRANSIT ADMINISTRATION (FTA) GRANT AZ-90-X130 FUNDS FOR BUS STOP ENHANCEMENTS; AND DECLARING AN EMERGENCY.

WHEREAS, Chapter 53 of Title 49 United States Code, formerly the Federal Transit Act of 1964, as amended, makes financial aid available to municipalities and local units of government showing a substantial effort toward the preservation, improvement, and operation of mass transit systems; and

WHEREAS, the City is the designated recipient of FTA Grant AZ-90-X130 funds for bus stop enhancements, and the County is the approved subrecipient, subject to FTA requirements.

THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF TUCSON, ARIZONA, AS FOLLOWS:

SECTION 1. The Grant Agreement between the City of Tucson and Pima County for FTA Grant AZ-90-X130, attached as Exhibit 1 to this Resolution, is authorized and approved.

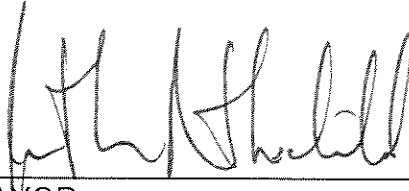
SECTION 2. The Mayor is authorized and directed to execute the aforementioned Exhibit 1 and any and all documents necessary to effectuate the above contemplated transaction for and on behalf of the City, and the City Clerk is authorized and directed to attest to the same.

SECTION 3. The Director of the City Department of Transportation is authorized and directed to act as the appointed agent for the City to conduct all negotiations and to execute and submit all documents and any other necessary or desirable instruments in connection with such grant.


SECTION 4. The various City officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this Resolution.

SECTION 5. WHEREAS, it is necessary for the preservation of the peace, health and safety of the City that this Resolution become immediately effective, an emergency is hereby declared to exist and this Resolution shall be effective immediately upon its passage and adoption.



PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Tucson, Arizona, June 7, 2016.

  
\_\_\_\_\_  
MAYOR


ATTEST:

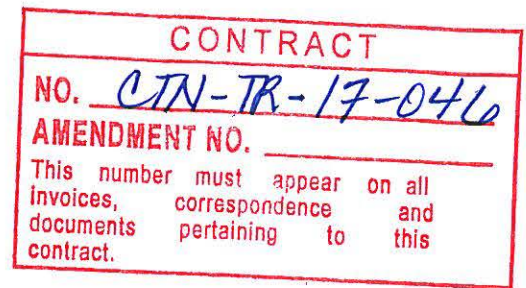
  
\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

  
\_\_\_\_\_  
CITY ATTORNEY  
  
DF/mg  
5/16/16

REVIEWED BY:

  
\_\_\_\_\_  
CITY MANAGER



**CITY OF TUCSON, ARIZONA  
DEPARTMENT OF TRANSPORTATION  
GRANT AGREEMENT BETWEEN THE  
CITY OF TUCSON  
AND PIMA COUNTY  
FOR FTA GRANT AZ-90-X130**

This Grant Agreement, hereinafter referred to as "Agreement" made and entered into by and between CITY OF TUCSON, ARIZONA, a municipal corporation, hereinafter referred to as "Tucson" and PIMA COUNTY, ARIZONA, an Arizona Municipal Corporation, hereinafter referred to as "County".

**Recitals**

WHEREAS, the Mayor and Council of Tucson, are authorized and empowered by provisions of the Tucson Charter to execute Agreement; and to enter into Agreements with other entities within the Tucson Urbanized Area to provide transit related services; and,

WHEREAS, County is a political subdivision of the State of Arizona; and

WHEREAS, Chapter 53 of 49 United States Code (formerly the Federal Transit Act of 1964, as amended), makes financial aid available to municipalities and local units of government showing a substantial effort toward the preservation, improvement and operation of mass transit systems; and,

WHEREAS, the Federal Transit Administration's (FTA's) Master Agreement dated October 1, 2014 (<http://www.fta.dot.gov/documents/21-Master.pdf>) and any subsequent revisions thereto, between Tucson and the Federal Transit Administration ("FTA") governing construction, and services provided with federal assistance, are incorporated herein by this reference;

WHEREAS, Tucson did apply for and was granted FTA grant AZ-90-X130; and

WHEREAS, the parties intend to implement and complete the above-referenced program.

NOW THEREFORE, Tucson and County, pursuant to the above and in consideration of the matters and things set forth herein, do mutually agree as follows.

## **AGREEMENT**

### **1. Scope of Services.**

#### **Purchase and/or Construction (Capital):**

- 1.1 County shall have the financial and administrative capacity to purchase and/or construct bus stop enhancements within Pima County.
- 1.2 The Federal amount of up to \$400,000 is being passed through Tucson to County to purchase and/or construct bus stop enhancements within Pima County.
- 1.3 County agrees to do the following when purchasing and/or constructing bus stop enhancements within Pima County:
  - 1.3.1 Complete the project and request reimbursement within thirty (30) months of the grant award by the Federal Transit Administration. Funding for uncompleted or unbilled projects will be reassigned at the discretion of Tucson, as needed to close out the grant. This Agreement shall take effect and shall remain in effect until all funds are expended but no more than 30 months from date of execution by the parties to this Agreement.
  - 1.3.2 Adhere to the Scope of Work included as Exhibit A specific to all projects associated with FTA grant AZ-90-X130.
  - 1.3.3 Require contractors working on any project funded by the grant to list Tucson as an additional insured on any insurance policy applicable to the work done on the grant-funded project.
  - 1.3.4 Comply with all local, state, and federal regulations.
  - 1.3.5 Provide matching funding as detailed in Section 6 of this Agreement.

### **2. Definitions**

Bus Stop Enhancements: ADA compliant signage, sidewalks, ramps, pads, and shelters.

Financial Capacity: To receive an FTA-funded grant, a grant applicant must certify that it has or will have the financial capacity to carry out the proposed program of projects. A recipient/subrecipient of FTA funds must be able to match and manage those funds, to cover cost overruns, to cover operating deficits through long-term stable and reliable sources of revenue, and to maintain and operate federally funded facilities and equipment.

### **3. Obligations of Tucson**

Tucson will monitor County compliance with, and performance under, the terms and conditions of this Agreement. Tucson may make on-site visits for Agreement compliance monitoring any time during County normal business hours, announced or unannounced. For auditing purposes County shall make available for inspection and/or copying by the Tucson representatives, all records and accounts relating to the work performed or the services provided under this Agreement.

### **4. Obligations of County**

- 4.1 County agrees to submit reports, statements and/or plans as required by Tucson or the FTA.



Quarterly reports are due on or before the 15<sup>th</sup> of the month following the end of the quarter (i.e. October 15, January 15, April 15 and July 15); and annual reports are due ninety (90) days after the end of the fiscal year (July 1—June 30). Drug and Alcohol (MIS) Reports are due January 31 for the previous compliance year.

REPORT	FREQUENCY	DESCRIPTION
DBE Report - If Grantee or Subrecipient receives over \$250,000 in FTA funds within a fiscal year.	Quarterly	Utilization of Disadvantage Business Enterprise (DBE)
Grant Status Report	Quarterly	Status of each project by grant number
Fixed Assets Status Report	Annually	Inventory of all FTA funded assets
Single Audit Report	Annually	Copy of federally required audit

- 4.2 County agrees to permit the authorized representatives of Tucson, the United States Department of Transportation, and the Controller General of the United States to inspect and audit all data and records relating to this Agreement. All required records shall be maintained for a minimum of three (3) years, after the grant has been formally closed.
- 4.3 Before entering into any third-party contracts, County agrees ensure, to the best of their knowledge and belief, that none of their third-party contractors, principals, and/or affiliates is suspended, debarred, ineligible, or voluntarily excluded from participating in a federally assisted transactions or procurements. To determine such, County shall check the System for Award Management ( <https://www.sam.gov> ) and keep a hard copy record of such assurance within their FTA grant AZ-90-X130 project files.
- 4.4 In performing the services for which federal funding is provided under this Agreement, County agrees to comply with all laws, rules, regulations, standards, orders or directives (hereinafter "Laws") applicable to this Agreement, to the services provided pursuant to this Agreement, and to Tucson as the designated recipient of FTA funding. The Laws referred to above include federal, state and local laws.
- 4.5 County agrees to establish and maintain for the purchase and/or construction of bus stop enhancements either a separate set of accounts, or separate accounts within the framework of established accounting system, that can be identified with the purchase and/or construction of bus stop enhancements, consistent with applicable federal regulations and other requirements that FTA may impose.
- 4.6 County, in connection with any service or other activity under this Agreement, shall not in any way, discriminate against any person on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief.
- 4.7 County is to assure no Federal appropriated funds have been paid or will be paid, by or on behalf of County to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Agreement, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal agreement, grant, loan, or cooperative agreement.



- 4.8 County, as a subrecipient, agrees to follow the FTA Master Agreement dated October 1, 2014 (<http://www.fta.dot.gov/documents/21-Master.pdf>) and any subsequent revisions thereto.
- 4.9 County agrees to follow FTA Circular 4220.1F ([http://www.fta.dot.gov/legislation\\_law/12349\\_8641.html](http://www.fta.dot.gov/legislation_law/12349_8641.html)) pursuant to third-party procurements.
- 4.10 County agrees to develop a Limited English Proficiency (LEP) Plan based upon the Federal Department of Transportation's LEP guidance and FTA Circular 4702.1B ([http://www.fta.dot.gov/legislation\\_law/12349\\_14792.html](http://www.fta.dot.gov/legislation_law/12349_14792.html)).

## **5. Mutual Obligation**

- 5.1 Both parties warrant that no person has been employed or retained to solicit or secure this Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee; and, further, that no member or delegate to Congress, the Tucson Council or any employee of Tucson or County has any interest, financial or otherwise, in this Agreement.
- 5.2 The parties acknowledge that federal funds are being used for the work, services and/or operations provided under this Agreement. In that regard, Tucson as the designated grant recipient, is obligated to accept and comply with all of the terms and conditions set forth in the FTA Master Agreement. In order for County to receive funding under this Agreement with Tucson, County is required to similarly accept and comply with all such terms and conditions and County does hereby specifically agree to be bound thereby. County is solely responsible for complying with all of the terms and conditions of the FTA Master Agreement dated October 1, 2014 (<http://www.fta.dot.gov/documents/21-Master.pdf> and any subsequent revisions thereto.

## **6. Payment & Billing**

- 6.1 Purchase and/or Construction (Capital): County shall pay 100% of the cost to purchase and/or construct bus stop enhancements within Pima County (including all applicable taxes, fees, and licensing). City of Tucson, pursuant to FTA Grant AZ-90-X130 shall reimburse County in an amount up to \$400,000 or 80% of the costs for the purchase and/or construction of bus stop enhancements (whichever is lesser) within thirty (30) days from receipt of invoice. Such reimbursement shall be conditioned upon evidence of County's payment of the required matching funds of \$100,000, or 20% of purchase price if the purchase and/or construction of bus stop enhancements price is less than \$100,000. Except as permitted otherwise by Federal Law, County agrees to provide sufficient funds along with the Federal financial assistance awarded, that will assure payment of the actual cost of any purchase and/or construction of bus stop enhancements covered by this Grant Agreement. County will be solely responsible for any cost overages pursuant to the purchase and/or construction of bus stop enhancements costs which exceed this Grant Agreement and/or any purchase and/or construction of any bus stop enhancements that are not in compliance with FTA regulations.
- 6.2 Quarterly, County will submit a reimbursement letter to Tucson requesting reimbursement per the terms of this Agreement. The reimbursement letter shall include a quarterly invoice and shall be accompanied by all necessary reports and applicable receipts.
- 6.3 County agrees that no local share funds provided will be derived from receipts from the use of vehicles or equipment, revenues of the transit system in which such facilities or equipment are used, or other Federal funds, except as permitted by law. No reimbursements shall be made

unless all required reports have been submitted. To be eligible for reimbursement, projects must be completed and reimbursement must be requested within thirty (30) months of the grant award by the Federal Transit Administration. Funding for uncompleted or unbilled projects will be assigned at the discretion of Tucson, as needed to close out the grant. Any monies spent shall show full documentation with invoices and signatures showing receipt of monies.

## **7. Term and Termination**

- 7.1 Conflicts of Interest – all parties hereto acknowledge that this Agreement is subject to cancellation by either party pursuant to the provisions of A.R.S. Section 38-511.
- 7.2 County agrees that with any material breach of the terms of this Agreement that Tucson reserves the right to repossess any properties purchased with FTA funds (including but not limited to bus stop enhancements purchased). If any properties are repossessed by Tucson, Tucson will not be obligated to reimburse County for any of County's real or perceived financial interest in the property.
- 7.3 This Agreement shall be effective immediately after filing a copy hereof with the Office of Tucson Clerk. For term and termination generally, see Section 1.3.1, herein.
- 7.4 This Agreement will expire on June 30, 2017.
- 7.5 All reimbursement requests from the County must be made to Tucson by June 1, 2017.

## **8. Indemnification**

- 8.1 Mutual Indemnity To the fullest extent permitted by law, each party to this Agreement shall indemnify, defend and hold the other party, its governing board or body, officers, departments, employees and agents, harmless from and against any and all suits, actions, legal or administrative proceedings, claims, demands, liens, losses, fines or penalties, damages, liability, interest, attorney's, consultant's and accountant's fees or costs and expenses of whatsoever kind and nature, resulting from or arising out of any act or omission of the indemnifying party, its agents, employees or anyone acting under its direction or control, whether intentional, negligent, grossly negligent, or amounting to a breach of agreement, in connection with or incident to the performance of this Agreement.
- 8.2 Notice. Each party shall notify the other in writing within thirty (30) days of the receipt of any claim, demand, suit or judgment against the receiving party for which the receiving party intends to invoke the provisions of this Article. Each party shall keep the other party informed on a current basis of its defense of any claims, demands, suits, or judgments under this Article.
- 8.3 Negligence of indemnified party. The obligations under this Article shall not extend to the negligence of the indemnified party, its agents or employees.
- 8.4 Survival of termination This Article shall survive the termination, cancellation or revocation, whether in whole or in part, of this Agreement.
- 8.5 Insurance: When requested by the other party, each party shall provide proof to the other of their worker's compensation, automobile, accident, property damage, and liability coverage or program of self-insurance.
- 8.6 Books and records: Each party shall keep and maintain proper and complete books, records and accounts, which shall be open for inspection and audit by duly authorized representatives of any other party at all reasonable times.

## **9. Construction of Agreement**

- 9.1 Entire Agreement This instrument constitutes the entire Agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous Agreement and understandings, oral or written, are hereby superseded and merged herein.
- 9.2 Amendment This Agreement shall not be modified, amended, altered or changed except by written agreement signed by both parties.
- 9.3 Construction and interpretation All provisions of this Agreement shall be construed to be consistent with the intention of the parties as expressed in the recitals hereof.
- 9.4 Captions and headings. The headings used in this Agreement are for convenience only and are not intended to affect the meaning of any provision of this Agreement.
- 9.5 Severability In the event that any provision of this Agreement or the application thereof is declared invalid or void by statute or judicial decision, such action shall have no effect on other provisions and their application which can be given effect without the invalid or void provision or application, and to this extent the provisions of the Agreement are severable In the event that any provision of this Agreement is declared invalid or void, the parties agree to meet promptly upon request of the other party in an attempt to reach an agreement on a substitute provision.

## **10. Legal Jurisdiction**

- 10.1 Nothing in this Grant Agreement shall be construed as either limiting or extending the legal jurisdiction of County or Tucson.

## **11. No Joint Venture**

- 11.1 It is not intended by this Grant Agreement to, and nothing contained in this Agreement shall be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between County and any Tucson employees, or between Tucson and any County employees. Neither party shall be liable for any debts, accounts, obligations nor other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.

## **12. Workers' Compensation**

- 12.1 An employee of either party shall be deemed to be an "employee" of both public agencies while performing pursuant to this Grant Agreement, for purposes of A.R.S. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any worker's compensation benefits, which may accrue. Each party shall post a notice pursuant to the provisions of A.R.S. § 23-906 in substantially the following form:

All employees are hereby further notified that they may be required to work under the jurisdiction or control or within the jurisdictional boundaries of another public agency pursuant to an Grant Agreement or Agreement, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of workers' compensation.

### 13. No Third Party Beneficiaries

- 13.1 Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or affect the legal liability of either party to the Agreement by imposing any standard of care with respect to the maintenance of streets and highways different from the standard of care imposed by law.

**14. Compliance with Laws.** The parties shall comply with all applicable federal, state and local laws, rules, regulations, standards and executive orders, as amended, without limitation to those designated within this Agreement.

- 14.1 Anti-Discrimination The provisions of A.R.S. § 41-1463 and Executive Order 2009-09, issued by the Governor of the State of Arizona are incorporated by this reference as a part of this Grant Agreement as if set forth in full herein.

- 14.2 Americans with Disabilities Act 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 36.5.1. Tucson and County agree to follow all regulations as set forth in the Americans with Disabilities Act of 1990.

**15. Waiver.** Waiver by either party of any breach of any term, covenant or condition herein contained shall not be deemed a waiver of any other term, covenant or condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

**16. Force Majeure.** A party shall not be in default under this Agreement if it does not fulfill any of its obligations under this Agreement because it is prevented or delayed in doing so by reason of uncontrollable forces. The term "uncontrollable forces" shall mean, for the purpose of this Agreement, any cause beyond the control of the party affected, including but not limited to failure of facilities, breakage or accident to machinery or transmission facilities, weather conditions, flood, earthquake, lightning, fire, epidemic, war, riot, civil disturbance, sabotage, strike, lockout, labor dispute, boycott, material or energy shortage, casualty loss, acts of God, or action or non-action by governmental bodies in approving or failing to act upon applications for approvals or permits which are not due to the negligence or willful action of the parties, order of any government officer or court (excluding orders promulgated by the parties themselves), and declared local, state or national emergency, which, by exercise of due diligence and foresight, such party could not reasonably have been expected to avoid. Either party rendered unable to fulfill any obligations by reason of uncontrollable forces shall exercise due diligence to remove such inability with all reasonable dispatch.

### 17. Notification.

- 17.1 All notices or demands upon any party to this Agreement shall be in writing, unless other forms are designated elsewhere, and shall be delivered in person or sent by mail addressed as follows:

City of Tucson:

Roger Randolph  
Tucson Clerk  
City of Tucson  
P.O. Box 27210

With Copies to:

Daryl Cole, Director  
Department of Transportation  
City of Tucson  
P.O. Box 27210

Tucson, AZ 85726-7210

Tucson, AZ 85726-7210

And;

John Zukas, Transit Services Coordinator  
Department of Transportation  
City of Tucson  
P.O. Box 27210  
Tucson, AZ 85726-7210

Pima County:

With Copies to:

Priscilla S. Cornelio, P.E., Director  
Pima County Department of Transportation  
201 N. Stone Avenue, 4<sup>th</sup> Floor  
Tucson, AZ 85701

Jonathan Crowe, A.I.C.P., Principal Planner  
Pima County Department of Transportation  
201 N. Stone Avenue, 4<sup>th</sup> Floor  
Tucson, AZ 85701

Or such other address as either party shall designate by written notice to the other.

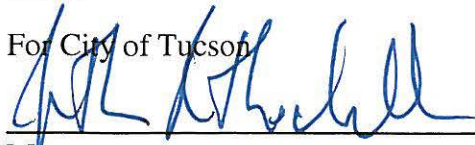
## **18. Remedies.**

- 18.1 Either party may pursue any remedies provided by law for the breach of this Agreement. No right or remedy is intended to be exclusive of any other right or remedy and each shall be cumulative and in addition to any other right or remedy existing at law or in equity or by virtue of this Agreement.



In Witness Whereof, County has caused this Agreement to be executed by the Mayor, upon resolution of the Mayor and Council and attested to by the County Administrator and Tucson has caused this Agreement to be executed by the Mayor upon resolution of the Mayor and Council and attested to by its Clerk.

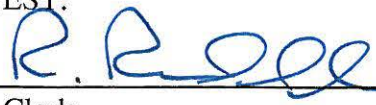
For City of Tucson

  
\_\_\_\_\_  
Mayor

For Pima County

\_\_\_\_\_  
Chairman of the Board

ATTEST:

  
\_\_\_\_\_  
City Clerk

PIMA COUNTY:

\_\_\_\_\_  
Clerk of the Board

June 7, 2016

Date

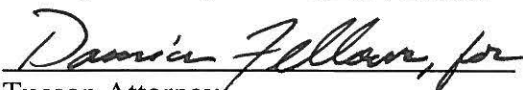
\_\_\_\_\_  
Date

#### ATTORNEY CERTIFICATION

The foregoing Agreement between the City of Tucson and Pima County has been reviewed pursuant to A.R.S. Section 11-952 by the undersigned, who has determined that it is in proper form and is within the powers and authority granted under the laws of the state of Arizona to the party represented by him or her.

  
\_\_\_\_\_  
County Attorney **ANDREW FLAGG**

6/29/2016  
Date

  
\_\_\_\_\_  
Tucson Attorney

5/17/2016  
Date

# Pima County Bus Stop Scope of Work

Recommend Enhancements											
#	STOP #	LOCATION	Bus Routes	Existing Amenities	Scope of Work	Pad Type	Shelter	Sidewalk/ Other	Ind. Cost Est.	Est Time to Complete (days)	Phase
1	PVBM(SW)	Palo Verde/Broadmont	11	sidewalk, pullout	Acquire ROW, construct 6' x 22' x 6" concrete pad behind sidewalk, modify railing, install shelter on pad.	B	X	ROW, rip rap, railing	\$ 13,200	7	3
2	PVAJ(SW)	Palo Verde/Ajo	11, 201X	shelter, benches, trash, pullout	Construct approx. 55' sidewalk (5' wide) from existing stop south to adjacent driveway, including concrete sidewalk ramp.	-	-	55' sidewalk, curb cuts	\$ 2,775	4	1
3	FWRO(SE)	Flowing Wells/Roger (Tucson)	10	sign, bench, trash	Construct 6' x 22' x 6" concrete pad behind sidewalk just north of light pole, then install shelter on pad.	A	X	-	\$ 8,700	3	1
4	HOIR(NW)	Hotel Dr/Irvington	11	sign, bench, trash	Construct 30' of 4' wide sidewalk between sidewalk and curb. Install shelter on existing sidewalk.	-	X	30' sidewalk	\$ 8,100	4	1
5	BUGA(SW)	Butterfield Dr/Gas Rd	11	sign	Construct 6' x 22' x 6" concrete pad, install shelter.	A	X	-	\$ 8,700	4	2
6	HOIR(NE)	Hotel Dr/Irvington	11	sign, bench, trash	Construct 5' x 22' x 6" concrete pad/ret. walls behind sidewalk; 3' x 4' pad to curb; shelter on pad.	A	X	-	\$ 9,500	3	1
7	INOR(NW)	Ina/Oracle (in Oro Valley)	16, 103X	bench, trash	Install shelter on sidewalk area.	-	X	-	\$ 7,500	1	2
8	CCAJ(SW)	Country Club/Ajo	11, 2	sign	Construct 6' x 22' x 6" concrete pad behind sidewalk. Install shelter on pad.	A	X	-	\$ 8,700	3	1
9	CR10(NW)	Craycroft/I-10 TTT	26	2 flat benches, trash	Install shelter on pad.	-	X	-	\$ 7,500	1	1
10	LCRU(NE)	La Cholla/Ruthrauff	202X, 61	bench, sign, pullout, pad	Install shelter on pad.	-	X	-	\$ 7,500	1	1
11	BHPV(SW)	Benson Hy/Palo Verde	26	backless bench	Construct 6' x 22' x 6" concrete pad behind sidewalk. Install shelter on pad.	A	X	-	\$ 8,700	3	1
12	DACU(SW)	Davis/Fire Station	17	sign, trash	Construct 10' x 22' x 6" concrete pad. Install shelter on pad.	B	X	-	\$ 9,000	3	2
13	BHPV(NW)	Benson Hy/Palo Verde	26	backless bench	Construct 6' x 22' x 6" concrete pad behind sidewalk. Install shelter on pad.	A	X	-	\$ 8,700	3	2
14	BHCO(NW)	Benson Hwy/Columbus Blvd	26	backless bench	Pima County DOT to construct pad and sidewalk as separate project. Install shelter on pad.	-	X	-	\$ 7,500	1	3
15	BUGA(SE)	Butterfield Dr/Gas Rd	11	sign, bench	Construct 6' x 22' x 6" pad, install shelter on pad.	A	X	-	\$ 8,700	7	3
16	CAVA(SW)	Cardinal/Valencia	29	bench, trash	Construct 10' x 22' x 6" concrete pad at bus stop off shoulder. Install shelter on pad.	B	X	-	\$ 9,000	4	2
17	PVMI(SE)	Palo Verde/Milton (NE now)	11	bench w back	Install shelter on asphalt or on new sidewalk and pad if built.	B	X	pad and sidewalk	\$ 11,500	10	3
18	PVBH(SW)	Palo Verde/Benson Hwy	11	sign	Construct 140' of 5' wide sidewalk south of Benson Highway with driveway opening; construct 10' x 22' x 6" concrete pad, install shelter on pad.	B	X	140' sidewalk	\$ 13,000	6	3



# Pima County Bus Stop Scope of Work

19	RULC(SE)	Ruthrauff/La Cholla	202X, 61, 17	bench, sign, pad, pullout	Install shelter on pad.	-	X	-	\$ 7,500	1	1
20	INLC(SE)	Ina/La Cholla	103X, 16	2 benches with backs	Construct 60' of 6' wide sidewalk and curb from stop to to corner; construct 10' x 22' x 6' concrete pad behind sidewalk, install shelter on pad.	B	X	60' sidewalk	\$ 11,500	4	2
21	BEBH(NW)	Belvedere/Benson Hwy	26	backless bench	Construct 6' x 22' x 6" concrete pad. Install shelter. Install 7 bollards around shelter pad if needed.	A	X	bollards	\$ 9,700	3	2
22	BHAV(NW)	Benson Hy/Alvernon	26	sign	Construct 10' x 22' x 6" concrete pad. Install shelter.	B	X		\$ 9,000	3	2
23	LCOG(SW)	La Cholla/Orange Grove	202X, 62	bench w back, trash	Construct 6' x 22' x 6" concrete pad behind sidewalk, install shelter on pad.	A	X		\$ 8,700	3	2
24	RULC(NW)	Ruthrauff/La Cholla	17	bench, trash, pad, sidewalk	Install shelter on pad.	-	X		\$ 7,500	1	1
25	RILC(SE)	River/La Canada	10, 412	bench w back, trash	Construct 75' of 6' wide sidewalk from bus stop to to La Canada corner; construct 6' x 22' x 6' concrete pad behind sidewalk w shelter.	A	X	75' sidewalk	\$ 10,600	5	2
26	RIOR(SE)	River/Oracle	10, 16, 412	2 benches w backs, trash	Construct 6' x 22' x 6" concrete pad behind sidewalk, install shelter on pad.	A	X		\$ 8,700	3	2
27	GAPV(NE)	Gas Rd/Palo Verde	11	bench, trash	Construct 10' x 22' x 6" concrete pad with ramp to street. Install shelter at rear of pad.	B	X	ADA ramp	\$ 9,400	3	2
28	RURO(NW)	Ruthrauff/Romero	61	bench w back, trash	Construct 10' x 22' x 6" concrete pad between sidewalk and wall. Install shelter on pad.	B	X		\$ 9,000	3	2
29	PVMI(NW)	Palo Verde/Milton (SW now)	11	sign. Pullout now?	Install shelter on newly built pad as soon as pad completed by PCDOT.	-	X		\$ 7,500	1	1
30	ROWE(SW)	Romero/Wetmore	61	bench w back, pad, trash	Install shelter on pad.	-	X		\$ 7,500	1	1
31	SHIN(NE)	Shannon/Ina	61	bench with back	Construct 6' x 22' x 6" concrete pad between sidewalk and wall. Install shelter on pad.	A	X		\$ 8,700	3	2
32	DARU(NW)	Davis/Ruthrauff	17	sign	Construct 10' x 22' x 6" concrete pad behind curb, adjacent to driveway. Install shelter at rear of pad.	B	X	ADA ramp/sidewalk	\$ 9,000	3	2
33	WERO(NW)	Wetmore/Romero	17	flat bench, pad, sidewalk	Install shelter on pad. Install bollards next to pad if necessary.	-	X	bollards	\$ 7,800	1	1
34	PVFE(NW)	Palo Verde/Felix Blvd	11	sign	Construct 10' x 22' x 6" concrete pad. Install shelter on pad. Install bollards next to pad if necessary.	B	X	bollards	\$ 9,300	3	2
35	LRCA(NW)	Los Reales/Cardinal	29	flat bench, trash	Construct 10' x 22' x 6" concrete pad. Install shelter on pad. Install steel bollards at each end of pad.	B	X	bollards?	\$ 9,300	3	2
36	CAVA(NE)	Cardinal/Valencia	27	bench, pad, trash	Install shelter on pad.	-	X		\$ 7,500	1	1
37	GAPV(SE)	Gas Rd/Palo Verde	11	sign	Construct 10' x 22' x 6" concrete pad with ramp to street. Install shelter at rear of pad.	B	X	ADA ramp/sidewalk	\$ 9,400	3	2
38	FWWA(SW)	Flowing Wells/Wabash	11	no bench, pad, trash, sidewalk, crosswalk	Construct 6' x 22' x 6" concrete pad behind sidewalk; shelter on pad w/ bollards if needed.	A	X	bollards	\$ 9,100	3	2

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39	CCAJ(NE)	Country Club/Ajo	2	bench, trash	Construct 6' x 22' x 6" concrete pad behind sidewalk, install shelter on pad.	A	X		\$ 8,700	3	2
40	PVVE(NE)	Palo Verde/Veterans	11	sign, pullout	Construct 10' x 22' x 6" concrete pad. Install shelter on pad. Install steel bollards at each end of pad.	B	X	bollards	\$ 9,300	3	2
41	RURO(SE)	Ruthrauff/Romero	61	bench w back, trash	Construct 6' x 22' x 6" concrete pad behind sidewalk, install shelter on pad.	A	X		\$ 8,700	3	2
42	LCCU(SE)	La Cholla/Curtis	61	bench w back, pad	Install shelter on pad.	-	X		\$ 7,500	1	1
43	LCWE(NE)	La Cholla/Wetmore	17	flat bench	Construct approx. 95' sidewalk (5' wide) from corner of Wetmore north to alley curb with curb ramps. Construct 6' x 22' x 6" concrete pad behind sidewalk and 5' x 5' pad between	A	X	95' sidewalk, curb pad	\$ 9,200	5	3
44	FWWA(NE)	Flowing Wells/Wabash	10	sign	Construct 6' x 22' x 6" concrete pad behind sidewalk; shelter on pad w/ bollards if needed.	A	X	bollards	\$ 9,100	3	3
45	DRMI(NW)	Drexel/Mission	27	sign	Construct 10' x 22' x 6" concrete pad. Install shelter on pad. Install steel bollards around shelter.	B	X	bollards	\$ 9,600	3	3
46	VABE(NW)	Valencia/Benson Hwy	26	pullout, pad	Install shelter on pad.	-	X		\$ 7,500	1	1
47	FWWE(SW)	Flowing Wells/Wetmore	10	flat bench, trash	Construct 6' x 22' x 6" concrete pad. Install shelter on pad, with bollards behind shelter if needed.	A	X	bollards	\$ 8,700	3	3
48	CALR(NE)	Cardinal/Los Reales	29	flat bench, trash	Construct 10' x 22' x 6" concrete pad; shelter on pad w/ bollards if needed.	B	X	bollards	\$ 9,400	3	2
49	DRMI(SE)	Drexel/Mission	27	bench, trash	Construct 10' x 22' x 6" concrete pad. Install shelter on pad. Install steel bollards at each end of pad.	B	X	bollards	\$ 9,300	3	3
50	INSW(NE)	Ina/Shama Wing	16, 61, 103X, 202X, 102X	bench w back	Construct 6' x 22' x 6" concrete pad behind sidewalk. Install shelter on pad.	A	X		\$ 8,700	3	3
51	CCDR(NE)	Country Club/Drexel	26	sign	Construct pad if needed, shelter on pad.	B	X		\$ 9,000	3	3
52	VAHI(NW)	Valencia/Hildreth	29	pad, pullout, sidewalk	Install shelter on pad.	-	X		\$ 7,500	3	1
53	ORLL*NE*	Oracle/Las Lomas	16	sign, pad	Install shelter on pad.	-	X		\$ 7,500	1	1
54	PVMO(SW)	Palo Verde/Mossman	11	sign	Construct 10' x 22' x 6" concrete pad with 5' x 5' pad connecting to curb. Install shelter on pad.	B	X		\$ 10,200	3	3
55	PVNE(NE)	Palo Verde/Nebraska	11	flat bench, trash	Construct 10' x 22' x 6" concrete pad. Install shelter on pad.	B	X		\$ 9,000	3	3
56	DRRE(SE)	Drexel/Rex Strav	26	sign	Construct 10' x 22' x 6" concrete pad. Install shelter on pad.	B	X		\$ 9,000	3	3
57	INTI(SE)	Ina/Cmo De La Tierra	16, 102X, 103X, 202X	2 benches, sidewalk	Construct 6' x 22' x 6" concrete pad with 5' x 5' pad connecting to curb. Install shelter on pad.	A	X	curb pad	\$ 9,200	3	3
58	PVVE(SW)	Palo Verde/Veterans	11	sign, pullout	Construct 10' x 22' x 6" concrete pad. Install shelter on pad.	B	X		\$ 9,000	3	3

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59	BHDR(NW)	Benson Hy/Drexel	26	sign	Install shelter. PCDOT to construct pad and sidewalk as separate project.	-	X		\$ 7,500	1	3
60	BH35(EB)	Benson Hy/3562 E Benson	26	sign	Relocate stop approx. 150' southeast to area next to mail boxes in front of RV park. Construct 10' x 22' x 6" concrete pad. Install shelter on pad.	B	X		\$ 9,000	3	3
61	WEFW(NW)	Wetmore/Flowing Wells	61	sign	Construct 6' x 22' x 6" concrete pad behind sidewalk. Install shelter on pad.	A	X		\$ 8,700	3	3
62	PVMO(NE)	Palo Verde/Mossman	11	sign	Construct 10' x 22' x 6" concrete pad adjacent to curb. Install shelter on pad.	B	X		\$ 9,000	3	3
63	KAKI(NE)	Kain/Kimberly Pl	17	flat bench, sign	Construct 10' x 22' x 6" concrete pad. Install shelter on pad.	B	X		\$ 9,000	3	3
64	ORLY(SW)	Oracle/Lavery Ln	16	pad, pullout, railing	Install shelter on pad.	-	X		\$ 7,500	1	1
65	LRBO (NW)	Los Reales/Bolingbroke	29	sign	Construct 10' x 22' x 6" concrete pad. Install shelter on pad.	B	X		\$ 9,000	3	3
66	RUKA(SE)	Ruthrauff/Kain	17	flat bench, pad	Construct 6' x 22' x 6" concrete pad behind sidewalk. Install shelter on pad.	A	X		\$ 8,700	3	3
67	DRCR(SE)	Drexel/Cardinal	27	sign, trash	Construct 10' x 22' x 6" concrete pad. Install shelter on pad.	B	X		\$ 9,000	3	3
68	LICR(SW)	Littletown/Craycroft (CD)	26	flat bench	Construct 10' x 22' x 6" concrete pad. Install shelter on pad.	B	X		\$ 9,000	3	3
69	AVVA(NE)	Alvernon/Valencia	26	sign, pad, sidewalk	Install shelter on pad.	-	X		\$ 7,500	1	3
70	LRBO(SE)	Los Reales/Bolingbroke	29	sign	Add fill. Construct 6' x 22' x 6" concrete pad behind sidewalk. Install shelter on pad.	A	X		\$ 9,700	4	3
71	WEIR(SE)	Wetmore/Iroquois	61	bench, trash	Construct 6' x 22' x 6" concrete pad behind sidewalk. Install shelter on pad.	A	X		\$ 8,700	3	3
72	WEPO(NW)	Wetmore/Pomona	61	bench, sidewalk	Construct 6' x 22' x 6" concrete pad behind sidewalk. Install shelter on pad.	A	X		\$ 8,700	3	3
73	DRRS(SE)	Drexel/Ray Strav	26	sign, lighting request	Construct 10' x 22' x 6" concrete pad. Install shelter on pad.	B	X		\$ 9,000	3	3
74	DRWE(SE)	Drexel/Westover	27	sign	Construct 10' x 22' x 6" concrete pad. Install shelter on pad.	B	X		\$ 9,000	3	3
75	INSW(SE)	Ina/Shama Wing	16, 103X, 202	bench w back, trash	Add fill. Construct 10' x 22' x 6" concrete pad. Install shelter on pad.	B	X		\$ 9,500	3	3