



# City Council Report

**Date:** May 4, 2020  
**To:** City Council  
**Through:** Karolyn Kent, Assistant City Manager  
**From:** RJ Zeder, Transportation Director  
 Maria Angelica Deeb, Transportation Projects Coordinator  
**Subject:** Arizona Department of Transportation (ADOT) IGA 19-0007461-I  
 Ellsworth Road– Ironwood Drive between ADOT and the City of Mesa related to the construction and maintenance of the SR 24 Eastbound Bridge over Ellsworth Road and the City of Mesa Enhancements and roadway elements necessary for the connection to SR 24.

## Purpose and Recommendation

The purpose of this report is to request Council approval to enter into an Intergovernmental Agreement (IGA) between the Arizona Department of Transportation (ADOT) and the City of Mesa (City) for the construction of the SR 24 Eastbound Bridge (EB) over Ellsworth Road and the construction and maintenance of the City of Mesa Enhancements and roadway elements necessary to connect to SR 24, Ellsworth Rd. – Ironwood Dr., Interim Phase II project.

The City will be responsible for the costs associated with the addition of the EB Bridge Project. The City’s design and construction contribution is capped at \$11,500,000.00. The City’s estimated construction costs of the Enhancement Project are \$2,703,535.00. The Maricopa Association of Governments (MAG) has programmed \$450,509.00 toward the City’s Enhancement Project construction costs; the City will be responsible for \$2,253,026.00, the difference between estimated cost and programmed amount. The costs are estimated as follows:

<b>Subtotal</b>	<b>Description</b>
\$1,676,933	Utility sleeves crossing freeway from right-of-way to right-of-way at Crismon Rd, Williams Field Road, Signal Butte Road, and Meridian Road.
\$395,485	Install ITS conduit, pull boxes, and fiber. Install traffic signal preemption systems and CCTV cameras at SR 24 / Williams Field Road and SR24 / Signal Butte Road traffic interchanges.
\$631,117	Extension of Williamsfield Rd to the east between SR 24 and Crismon Road (Roadway, Traffic, and Drainage)
<b>\$2,703,535</b>	<b>TOTAL costs of the Enhancement Project</b>

Staff recommends that Council approve the IGA and the Resolution authorizing the City Manager to enter into this IGA on behalf of the City.

## **Background**

The State (through ADOT) is administering the design and construction of the SR 24 Interim Phase II between Ellsworth Road and Ironwood Drive. As part of the State's Project, and at the request of the City, the State will design and construct the SR 24 EB over Ellsworth Road and the roadway elements necessary to connect the structure to the interim SR 24. In addition, and as part of the State's Project, and at the request of the City, the State will design and construct the following items which are known as the Enhancement Project:

- City's fiber optic cable in one conduit from Ellsworth Road to Signal Butte Road
- Four 2-inch conduits (quad-duct) and FMS/ITS fiber and equipment at Williams Field Road
- Eight 2-inch conduits and FMS/ITS fiber and equipment at Signal Butte Road
- Four Close Circuit Television (CCTV) cameras at Williams Field Road and Signal Butte Road
- Signal Pole (Type W) (furnished & delivered to the City)
- 60-foot Mast Arm (furnished & delivered to the City)
- Emergency Vehicle Preemption (EVP) at Williams Field Road and Signal Butte Road
- Extension of approximately 445 feet of Williams Field Road from the Portland Cement Concrete Pavement (PCCP) limits of the intersection with SR 24 to the north half street designed and constructed by a developer
- Utility sleeves and cathodic protection test stations for future waterlines crossing SR 24 at Williams Field Road, Crismon Road, Signal Butte Road, and Meridian Road

## **Discussion**

The purpose of this Agreement is to identify and define the responsibilities of ADOT and the City for the construction and maintenance of the SR 24 EB and the SR 24 Enhancement projects.

The agreed upon responsibilities for the State, through ADOT are:

Prepare and provide the design plans, specifications and other such documents and services required for the construction bidding and construction of the EB Bridge and the Enhancement Projects and incorporate comments from the City as appropriate. execution of this Agreement ADOT will invoice the City, in two installments, for the City's contribution toward the design and construction costs of the EB Bridge Project, for a total of \$11,500,000.00. ADOT will invoice the City for construction costs of the Enhancement Project, estimated at \$2,253,026.00, the difference between the estimated cost and the MAG programmed amount.

ADOT will administer construction and perform activities such as advertise, receive, and open bids, award, and enter into a contract with the firm for the construction of the EB Bridge and the Enhancement Projects. Administer contract(s) for the EB Bridge and the Enhancement Projects and make all payments to the contractor(s).

ADOT will notify the City, prior to any construction activities, of the location and existing conditions of the City rights-of-ways the State requires to conduct any and all construction and preconstruction related activities for the Project. Restore all City rights-of-way used or accessed to preconstruction condition. ADOT will also manage and coordinate all construction efforts, obtain City concurrence of change orders for utility relocations for the Enhancement Project within the City of Mesa and invoice the City

The agreed upon responsibilities for the City are:

Designate the State as the City's authorized agent for the EB Bridge and the Enhancement Projects. The City, within 30 days of receipt of an invoice(s) from the State, pay to the State a total of \$11,500,000.00 for the City's contribution toward the design and construction costs of the EB Bridge Project and pay to the State \$2,253,026.00, for the City's Enhancement Project construction costs.

After final inspection and acceptance of the Projects, maintain as detailed in exhibits found in the IGA the following crossroads: Ellsworth Road, Williams Field Road, Signal Butte Road, and Mountain Road. Maintenance includes sweeping, graffiti abatement, litter, debris, trash, and weed removal, ADA ramps, medians (landscape/hardscape), roadway signing and striping, integrity of sidewalks, and removal of non-hazardous spills in City of Mesa right of way and ADOT right of way. The repairs shall not compromise the safety and structural stability of the State facilities.

After final inspection and acceptance of the Enhancement Project is complete, assume maintenance responsibilities of the Enhancement Project at its sole expense.

### **Alternatives**

The City Council could choose not to enter into this IGA. This is not recommended as this would result in ADOT excluding the City of Mesa requested enhancements while constructing SR 24 Interim Phase II, and the City would be expected to incur additional costs if these enhancements are designed and constructed after ADOT completed this SR 24 project.

### **Fiscal Impact**

With this agreement, the City will commit to pay to the State a total of \$11,500,000.00 for the City's contribution toward the costs of the EB Bridge Project. The City will commit also to pay to the State \$2,253,026.00, for the City's Enhancement Project construction costs.

### **Coordinated With**

The Water Resources Department and the Transportation Department concur with this recommendation and have coordinated review of the agreement with the City Attorney's Office. The City has also coordinated this agreement with ADOT.