AG Contract No. KR96 0549TRN
ADOT ECS File No. JPA 95-50
Project No.: RAM-600-1-406
TRACS No.: H3565 01C
Project: L-101 Pima, I-17-56th St.
Item No. 927,928,929

75284

# INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF PHOENIX

THIS AGREEMENT is entered into 2 JULY, 1996, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF PHOENIX, acting by and through its MAYOR and CITY COUNCIL (the "City").

## I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 and 28-112 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 and City Charter, Chapter II, Section 2 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. Incident to the construction of Phase A of Loop 101 (Pima Freeway) from I-17 to 56th Street contemplated by the State, the City has requested interim access at 56th Street, and an eventual permanent traffic interchange at 56th Street to be constructed with Phase B, to accomodate anticipated growth in the vicinity. This agreement is to define the responsibilities of the parties with regard to the design, construction and funding of the interim, at grade 56th Street connection and ultimate 56th Street traffic interchange, hereinafter referred to as the Project.

THEREFORE, according to the covenants set forth herein, the parties agree as follows:

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NO. 20812
FILED WITH SECRETARY OF STATE
Date Filed 07/02/96
Jane Dee Hull
Secretary of State
By Vicky Greenwood

II. SCOPE

1. The State will:

a. At no cost to the City, provide to State standards design plans, specifications and such other documents and services required for construction bidding and construction of the Project, accommodating interim access to 56th Street with the Phase A (interim) of Loop 101 Pima Project and the ultimate 56th Street interchange with Phase B (ultimate) of Loop 101 if the funding of the interchange is obtained by the City. Incorporate City review comments as appropriate.

b. Call for bids and award one or more construction contracts for the project. Administer same and make all payments to the contractor(s). Be responsible for all costs associated with the Project within the State's control of access, except the 56th Street crossroad improvements and the cost of the 56th Street interchange. Such costs associated therewith shall not supercede those cost sharing responsibilities agreed to by the parties hereto in that certain agreement known as JPA 93-23, which is attached hereto and made a part hereof, nor shall the State be responsible for the cost of improvements to 56th Street outside the State's control of access. Be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to the State.

c. Issue any required permits and coordinate with the City during construction to insure a timely compatible connection at L-101 and 56th Street. Upon completion of construction of the Project, provide maintenance inside the State's control of access.

d. In the event the City is unable to fund or cause funding for the cost of the 56th Street interchange, sever 56th Street and access to L-101 upon start of construction of Phase B.

e. Prior to the start of the Phase B design, review the City's traffic study as to the need of the 56th Street traffic interchange and inform the City of the results of the review.

2. The City will:

a. Review the State's design documents and provide comments.

b. Fund, or cause be funded, and construct, or cause to be constructed the 56th Street crossroad and connection for Phase A of Loop 101, including traffic signals, within the State's access control limits. All work except traffic signals shall be constructed to State standards. Assure construction of improvements to 56th Street for the Phase A interim connection at L-101 are coordinated with the State, and are completed in a timely manner compatible with the State's schedule for Phase A, and be responsible for all costs for the 56th Street crossroad associated with the connection improvements constructed or accomplished to connect to the State's L-101. Be responsible for any contractor claims for extra compensation for delays or whatever reason attributable to the City.

c. Fund, or cause to be funded, and construct, or cause to be constructed, 56th Street outside of the State's access control limits. Be responsible for any contractor claims for extra compensation for delays or whatever reason attributable to the City. Upon completion of construction of the Project, provide maintenance outside the State's control of access.

d. Conduct a interchange traffic study to show a interchange is warranted at 56th Street. If warranted, request MAG funding for the interchange.

e. Prior to commencement of the preliminary design phase for the Pima Freeway Phase B project, fund or cause to be funded the cost of the 56th Street traffic interchange to be constructed with the Pima Freeway Phase B, and the remaining 56th Street crossroad improvements, to provide a fully functional interchange. This committment and deposit of funding must be obtained by 30 July 1999 in order to determine if the 56th Street traffic interchange is to be included with the Phase B final design. The estimated cost for a urban interchange is $4.2 million. Should the City be unable to fund or cause to be funded the cost of the 56th Street interchange, the City will be responsible for any claims which may result from severing 56th Street and access to the L-101 freeway.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project, provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, 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.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4.The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. 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 Section 12-1518.

6. 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 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

City of Phoenix
Street Transporation Director
200 W. Washington Street - 5th floor
Phoenix, AZ 85003-1611

7. Attached hereto and incorporated herein 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.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

**CITY OF PHOENIX,** a Municipal Corporation, Frank Fairbanks, City Manager

By_____
JAMES H. MATTESON, P.E.
Street Transportation Director

**STATE OF ARIZONA**
Department of Transportation

By_____
EDWARD D. WRIGHT, P.E.
Deputy State Engineer

ATTEST

By_____
VICKY MIEL
City Clerk

95-50.doc
3jun96

A. G. Contract No. KR93-0691-TRN
ECS File: JPA-93-23
**PHOENIX File: 65409**
TRACS No.: H 3565 01D
Project: Pima Freeway (101L)
Section: I-17 - 56th Street
Interim Roadway

**INTERGOVERNMENTAL AGREEMENT**
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF PHOENIX

THIS AGREEMENT is entered into 28 July, 1993, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF PHOENIX, acting by and through its City Council (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. City is empowered by Arizona Revised Statutes Section 48-572 and City Charter, Chapter II, Section 2 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. The State and the City desire to share in the cost of constructing a four (4) lane interim, staged-constructed, roadway on the Pima Freeway, between I-17 and 56th Street, utilizing a combination of frontage roads and ultimate freeway cross-sections as necessary, herein referred to as "the Project".

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NO. 17873
FILED WITH SECRETARY OF STATE
Date Filed 07/28/93
Richard Mahoney
Secretary of State
By Vicky V. Greenwold

4. The proposed funding for the Project, as set forth in the approved Arizona Department of Transportation's (ADOT) Five-Year Program and contingent upon ADOT's Board approval, includes $3 million for design ($400,000 from the State in Fiscal Year (FY) 1993-94 and $2.6 million in FY 1994-95) and $30 million for right of way acquisition and construction, ($15 million from the City, and $15 million in Maricopa Association of Governments (MAG) Intermodel Surface Transportation Efficiency Act (ISTEA) funds programmed for the beginning of FY 1996-97).

5. The purpose of this agreement is to set forth the responsibilities of each party relative to the construction schedule, the obligation of funds, contract bid, selection, administration and maintenance of the Project.

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

## II. GENERAL PROVISIONS

1. The parties hereto agree to design the Project in FY 1994-95 and establish a construction schedule which reflects the availability of funds with the intent of awarding the construction bids in July 1996 and of completing construction by the middle of 1997.

2. The Project will include a "pass through drainage system" or any other cost-effective drainage plan for the Project. The State will continue to coordinate with the City and the Maricopa County Flood Control District (MCFCD) regarding other drainage systems which may require modifications prior to construction. The cost of drainage facilities constructed by others, which are germane to the freeway facility are to be credited towards the City's portion of the funding.

3. The City and State understand that Federal ISTEA funds are identified for part of the joint sponsorship funding of the Project. The State has undertaken an environmental assessment due to be completed by October of 1993 to make this segment of the Pima Freeway eligible for federal funds. In the event this section of the roadway is not certified eligible for federal funds, the City and the State agree to meet and attempt to identify projects where federal funds could be applied and monies "swapped out" for use of this Project. The City and State also agree that until the environmental assessment is approved by the federal government, the City and State will not expend funds or cause funds to be expended for this Project.

In the event the federal ISTEA funds are not available as anticipated, either party may cancel this agreement; the City will be responsible for all design costs incurred by the State for the unusable portion of the design, up to the date of cancellation. The parties hereto agree that the State Engineer would make the initial determination of the "usable/unusable portion" of the design and notify the City. The City would then have the option of appealing to the Director of the Arizona Department of Transportation. The parties fully understand that any changes in funding must be reviewed and approved by the MAG Regional Council.

4. If the State determines that the ultimate Agua Fria/Pima Freeway from I-10 to Tempe, or any part thereof, will be constructed as a toll road, this agreement and the construction schedule for the Project shall remain in force, except that the City may decide, at its discretion, to have an appropriate amount of local funds applied towards construction of a toll road. If the City determines that a Agua Fria/Pima Freeway toll road from I-10 to Tempe can be built within twelve (12) months of the Project construction schedule specified in this agreement, and provided that the toll road proposal as it affects this Project is in the best interest of the City as determined by the City, the City staff will recommend that the City Council act to terminate this agreement concurrent with the signing of a new agreement concerning the toll road roadway segment and schedule.

## III. SCOPE OF WORK

1. The State will:

a. Contingent upon the ADOT's Board approval, advance $2.6 million for design of the Project in FY-1994-95. The Design will begin in sufficient time to allow for bid award by 31 July 1996. If, due to a default by the City, including the unavailability of ISTEA funds, the State will subtract the cost of the unusable portion of the design from the amount it owes the City (under agreement JPA 92-108) for the Squaw Peak right of way purchases at the time the State is required to repay such funds to the City.

b. Prior to commencing design activities, prepare a revised conceptual estimate to determine the estimated right of way and construction costs for the Project. If the revised estimate exceeds the programmed funds of $30 million, the City and the State will use their best efforts to revise the scope of the Project so as to reduce the estimated costs below $30 million. In the event the scope cannot be feasibly reduced, this agreement will be cancelled.

c. Acquire the right of way necessary to construct the Project from I-17 to 56th Street. The State will not make use of eminent domain actions to acquire rights of way required for the construction of the Project. The State, upon approval of the ADOT's Board, will authorize the City to acquire (in the name of the State) any rights of way for the Project that the State is unsuccessful in obtaining, and will credit the City up to the State's approved appraised value, plus approved relocation costs. All acquisition costs above appraised value and approved relocation costs, will be borne by the City and are not to be credited against the $30 million programmed for the Project.

d. Invoice the City for right of way acquisition costs as they occur. The State agrees to commence right of way acquisition in a timely manner to minimize potential delays in construction.

e. Prior to advertisement for bids on construction of the Project, prepare an engineers estimate based on the completed design and invoice the City for the construction cost of the Project. If the estimate exceeds the remaining programmed funds (after right of way purchases are complete), the City and the State will use their best efforts to revise the Project to reduce the estimated cost below the available funding. In the event the scope cannot be feasibly reduced, the City will be responsible for all costs above the programmed amount. In the event the City cannot secure such additional funds, this agreement will be cancelled. However, the City will reimburse the State for all design expenses incurred up to the date of cancellation as specified in Section III 1.a. herein.

f. Upon receipt of the funds from the City and MAG ISTEA funds as currently programmed, (total funding must be remitted) advertise the Project for construction.

g. Upon award of the State's construction contract, using the contractor's unit bid prices and including 12% for construction engineering and contingencies, compile a detailed accounting to determine any adjustments to the City's funds received prior to award. If appropriate, the State will remit payment to the parties in the ratio in which each party contributed to the joint sponsored project.

h. Administer the Project and make all payments to the contractor. Be responsible for any contractor claims and change orders on the Project attributable to the State.

i. Upon completion of the Project, maintain the portion of the roadway, which will become the Pima Freeway mainline.

2. The City will:

a. In the event of a default by the City including the unavailability of ISTEA funds, credit the State for all design costs incurred in the manner specified in Section III 1.a, herein.

b. Reimburse the State for any additional design costs incurred by the State as a result of modifications or delays which are attributable to the City.

c. Review the State's revised conceptual estimate. If the revised estimate exceeds the programmed funds of $30 million, the City and the State will use their best efforts to revise the scope of the Project so as to reduce the estimated costs below $30 million. In the event the scope cannot be feasibly reduced, this agreement will be cancelled.

d. If necessary, exercise its power of eminent domain to acquire right of way (in the name of the State) for the Pima Freeway, if the State is unsuccessful in acquiring said right of way at the State's approved appraised value, plus approved relocation costs. All acquisition costs above the approved appraised value and approved relocation costs, will be borne by the City and are not to be credited against the $30 million programmed for the Project.

e. Upon receipt of an invoice from the State, for right of way purchases, remit payment for said purchases within 60 days.

f. Review the State's engineers estimate. If the estimate exceeds the remaining programmed funds (after right of way purchases are complete), the City and the State will use their best efforts to revise the Project to reduce the estimated cost below the available funding. In the event the scope cannot be feasibly reduced, the City will be responsible for all costs above the programmed amount. In the event the City cannot secure such additional funds, this agreement will be cancelled. However, the City will reimburse the State for all design expenses incurred up to the date of cancellation as specified in Section III 1.a. herein.

g. Upon receipt of the invoice from the State and prior to bid advertisement, remit payment for the construction costs of the Project.

h. Reimburse the State for any additional construction costs which are incurred by the State as a result of modifications or delays which are attributed to the City.

i. Upon completion of the Project, maintain the portion of the Project which will become the frontage roads for the ultimate Pima Freeway and all traffic signals installed as part of the Project.

IV. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. 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 Section 12-1518.

6. 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 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

City of Phoenix
City Manager
251 W. Washington
Phoenix, AZ 85003

7. Attached hereto and incorporated herein 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.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

**CITY OF PHOENIX**, a Municipal Corporation

By Jack Tevlin for
FRANK FAIRBANKS
City Manager

**STATE OF ARIZONA**
Department of Transportation

By Robert P. Mickelson
ROBERT P. MICKELSON, P.E.
Deputy State Engineer

Attest:

By Vicky Miel
City Clerk

doc.#90
28APR93

65409

JPA 93-23

RESOLUTION

BE IT RESOLVED on this 12th day of February 1993, that I, THOMAS R. WARNE, as acting Director of the Arizona Department of Transportation, have determined that it is in the best interest of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the City of Phoenix for the purpose of defining responsibilities for the construction of a four (4) lane interim, staged-constructed roadway on the Pima Freeway between I-17 and 56th Street.

THEREFORE, authorization is hereby given to draft said Letter Addendum which, upon completion, shall be submitted for approval and execution by the State Traffic Engineer.

Mary E. Peters

THOMAS R. WARNE, Acting Director
Arizona Department of
Transportation

4/2

JPA 93-23

APPROVAL OF THE PHOENIX CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the CITY OF PHOENIX and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona and the City Charter.

DATED this 5th day May, 1993.

ACTING
City Attorney

BPM
doc.#4

Street Trans

ORDINANCE NO. S21471

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR THE CONSTRUCTION OF A ROADWAY; FURTHER AUTHORIZING THE RECEIPT AND DISBURSEMENT OF FUNDS.

---

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PHOENIX as follows:

SECTION 1. That the City Manager be, and is hereby, authorized to execute an Agreement with the Arizona Department of Transportation to construct a four (4) lane interim stage-constructed roadway on the Pima Freeway between I-17 and 56th Street.

SECTION 2. That the proposed funding of this project includes funds from the State of Arizona, City of Phoenix, Maricopa County Association of Governments (MAG) Intermodal Surface Transportation Efficiency Act (ISTEA) Funds.

SECTION 3. That the City Controller be, and is hereby authorized, to receive and disburse funds according with the terms of the Agreemeent.

PASSED by the Council of the City of Phoenix

this 2 day of June, 1993.

MAYOR

ATTEST:

City Clerk

APPROVED AS TO FORM:

ACTING
City Attorney

REVIEWED BY:

City Manager

1993 JUN -2 AM 9:16
CITY CLERK DEPT.

STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE: 542-5025
TELECOPIER: 542-4085

# INTERGOVERNMENTAL AGREEMENT DETERMINATION

A. G. Contract No. KR93-0691-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 21st day of July, 1993.

GRANT WOODS
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

8118/35

JPA 95-50

RESOLUTION

BE IT RESOLVED on this 24th day of January 1996, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the City of Phoenix for the purpose of defining responsibilities for the construction of temporary access to L-101 Pima Freeway at 56th Street in the City.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.

for LARRY S. BONINE
Director

CITY OF PHOENIX, ARIZONA
REQUEST FOR COUNCIL ACTION

Complete this form per O.P. 1.906 and A.R. 4.11.

**ACTION REQUESTED**

Formal Action: Bid Award ___ License Application ___ Other ___
Ordinance ___ Resolution X Emergency Clause? ___ (Y/N)

**SUBJECT**

DISTRICT NOS. 1 AND 2 - AGREEMENT BETWEEN ADOT AND THE CITY OF PHOENIX FOR THE DESIGN AND CONSTRUCTION OF THE PIMA FREEWAY AND 56TH STREET TRAFFIC INTERCHANGE
(NOTE: Include the word DISTRICT or CITYWIDE in Subject.)

**PREPARED BY**

Name: Daniel P. Matthews Phone: 2-6871 WP Doc: ___
Backup Material being sent under separate cover? (Y/N) Y

**RECOMMENDED BY**

Department Name: Street Transportation
Date Prepared: 5/28/96 Div. Approval: J. Donald Herp
Req. Agenda Date: 6/12/96 Dept Approval: James H. Matteson

If prepared for a different department:
Dept. Name/Approval: ___

**BID AWARD/ FORMAL ACTION**

Bid Bond Required? ___
Submitted By Low Bidder? ___
Contract Required? ___
Performance Bond Required? ___
Amount? $ ___
Requisition No. ___

Contract Amendment? ___
Approved by: Ord. ___ FA ___
Current Contract No: ___
on Date: ___

**BUDGET INFORMATION**

$ None
To Be Encumbered? N (Y/N)
Fiscal Year? ___
Source of Funds: ___
Index Code (s): ___
Subobject(s): ___

CITY MANAGER'S OFFICE

Approved by: George Britton 6/3/96 C.M Control Number 45

**RECORDS SECTION**

CITY CLERK DEPARTMENT
File Number: F-6212/6132 RCA Number: 17774
Ordinance Number: ___ Resolution Number: 18733

**AGENDA ACTION**

This item was: Adopted
Contract Number (if applicable): 75284 75284
Comments: ___

**COUNCIL SUPPORT**

Agenda Date: 6/12/96 ITEM NUMBER: 72

P:\AGENDA\AGENDA\RCAS\0612RCAS\0612CM45.W61

JPA 95-50

APPROVAL OF THE PHOENIX CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the CITY OF PHOENIX and declare this agreement to be in proper 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 the State to enter into this agreement.

DATED this 18th day of June, 1996.

Michael D. Hawn

City Attorney

TRN Main: 542-1680
Direct: 542-8837
Fax: 542-3646

STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE: 542-5025
TELECOPIER: 542-4085

# INTERGOVERNMENTAL AGREEMENT DETERMINATION

A.G. Contract No. KR96-0549-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 27th day of June, 1996.

GRANT WOODS
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:lsr
c:\jrr\6-iga-jh.wpd

# ARIZONA DEPARTMENT OF TRANSPORTATION

HIGHWAYS DIVISION
206 South Seventeenth Avenue - Phoenix, Arizona 85007-3213

FIFE SYMINGTON
Governor

LARRY S. BONINE
Director

THOMAS G. SCHMITT
State Engineer


24 March 1995

Mr. James H. Matteson, P.E.
Street Transportation Director
City of Phoenix
200 West Washington Street - 5th floor
Phoenix, AZ 85003-1611

Re: JPA 95-50, Letter of Intent
L-101 Pima Freeway, I-17 - 56th Street
Interim Construction

Dear Mr. Matteson:

Prior to the finalization of an intergovernmental agreement relating to the construction of the above referenced project, it would be well to memorialize our intentions. Towards that end, the following is provided for your concurrence.

The State will design and construct a grade separation connection for L-101 at 52nd Street for both vehicular traffic and strom water passage, subject to agreement with North Phoenix Partners (Desert Ridge), and MAG approval of the change.

The City will assure construction of 56th Street in a timely manner so that it will be open for traffic at the time of opening of the interim freeway to 56th Street.

The State will design and construct an at grade connection for L-101 at 56th Street as part of the interim I-17 to 56th Street project memorialized in JPA 93-23, at no additional cost to the City.

The City will cause to be constructed, or will obtain financing for the contruction of, the 56th Street grade separated interchange prior to the completion of L-101 as a full freeway. If funding is not available and the interchage is not warranted, the access to 56th Street will be severed.

The Letter of Intent is an understanding and may be expanded upon in the final drafting of JPA 95-50. Further, the JPA shall receive appropriate approvals from the City Council and the State.

To assure a common understanding of the intent of both parties and a meeting of the minds, please indicate concurrence by your signature in the space provided below.

I look forward to a continuing excellent relationship with you and the City of Phoenix, and working with you towards our mutual success.

Sincerely,

RICHARD A. GENTEMAN, P.E.
Deputy State Engineer
Valley Transportation

Concur for Phoenix:

By _____
JAMES H. MATTESON, P.E.
Street Transportation Director

6/8/95
(date)

Jack H. F.Y.I.

95-
#50

RECEIVED
MAR 13 1996
STATEWIDE PROJECT MANAGEMENT

**City of Phoenix**
STREET TRANSPORTATION DEPARTMENT

March 8, 1996

Winner of the Carl Bertelsmann Prize
BEST RUN CITY IN THE WORLD

Mr. Richard A. Genteman
Deputy State Engineer
Arizona Department of Transportation
Intermodal Transportation Division
206 South 17th Avenue
Phoenix, Arizona 85007-3213

RECEIVED
MAR 12 1996
STATE ENGINEER

Dear Mr. Genteman:

This is in response to your February 28 letter.

We are pleased that traffic analysis supports the need for, and that ADOT is committing to constructing, a single-point urban interchange at Cave Creek Road and the Pima Freeway.

As for the interchanges at Tatum Boulevard and 56th Street, we do not agree with the analysis that shows diamond interchanges will be adequate for future traffic volumes. Even as this letter is being written, the Phoenix General Plan is being amended to increase land use intensity throughout the entire area bordering the future Pima Freeway on the south, between 40th Street and Scottsdale Road. This change, though it cannot yet be reflected in analyses of future traffic volumes, lends further support to the higher capacity single-point urban interchange at both locations.

The City is not willing to pay for the extra cost of a single-point urban interchange at Tatum Boulevard, on the principle that this type of interchange will be fully warranted once traffic analyses are conducted that adequately reflect the current amendment to the General Plan.

Similarly, we are confident that the City will be able to prove the need for the single-point urban interchange at 56th Street and, therefore, that interchange will be fully RARF-funded as part of the ultimate freeway.

Therefore, our position was, and is, that both interchanges--Tatum Boulevard and 56th Street--should be designed for single-point urban interchanges. The City of Phoenix will not accept any cost responsibility in either case.

Sincerely,

James H. Matteson, P.E.
Street Transportation Director

JHM:JDH:ah:pdhl3603
JDH

c: Mr. Bortfeld, Mr. Bedell