



BOARD OF SUPERVISORS AGENDA ITEM REPORT  
AWARDS / CONTRACTS / GRANTS

Award  Contract  Grant

Requested Board Meeting Date: 6/6/23

\* = Mandatory, information must be provided

or Procurement Director Award:

**\*Contractor/Vendor Name/Grantor (DBA):**

Pinal County Arizona

**\*Project Title/Description:**

Construction and Maintenance of Edwin Road

**\*Purpose:**

Pima County and Pinal County entered into an IGA for construction, maintenance and operation of Edwin Road on July 6, 2005 between Eagle Crest Ranch Blvd to Columbus Blvd. This segment runs easterly along the border of the Pinal County/Pima County line. Upon completion of the project, Pinal County will maintain Edwin Road for twenty years and thereafter, Pima County will maintain for twenty years. The obligations under section 11(B) of the agreement survive and extend through June 30, 2049. Search contract number 134388 in OnBase.

Another segment of Edwin Road will be constructed and maintained east of Lago del Parkway (the "Lago del Oro Segment") by Pinal County. The construction of this unmaintained right of way located in Pima County is intended to serve and benefit a development in Pinal County. Pima County will provide all rights of way and Pinal County will construct and maintain the Lago Del Oro segment.

**\*Procurement Method:**

This IGA is a non-Procurement contract and is not subject to Procurement rules.

**\*Program Goals/Predicted Outcomes:**

Pinal County will construct and maintain Edwin Road east of Lago del Parkway

**\*Public Benefit:**

No maintenance or construction costs for Pima County residents.

**\*Metrics Available to Measure Performance:**

Standard construction and maintenance measures.

**\*Retroactive:**

No

TO: COB 5-23-2023 (2)  
Vers.: 1  
pgs.: 4

MAY23'23AM1004 PD

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (\*) fields

Contract / Award Information

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Contract Number (i.e., 15-123): \_\_\_\_\_
Commencement Date: \_\_\_\_\_ Termination Date: \_\_\_\_\_ Prior Contract Number (Synergen/CMS): \_\_\_\_\_
Expense Amount \$ \_\_\_\_\_ Revenue Amount: \$ \_\_\_\_\_

\*Funding Source(s) required: \_\_\_\_\_

Funding from General Fund? Yes No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

Contract is fully or partially funded with Federal Funds? Yes No

If Yes, is the Contract to a vendor or subrecipient? \_\_\_\_\_

Were insurance or indemnity clauses modified? Yes No
If Yes, attach Risk's approval.

Vendor is using a Social Security Number? Yes No
If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

Document Type: CT Department Code: TR Contract Number (i.e., 15-123): 23-408
Amendment No.: 1 AMS Version No.: 1
Commencement Date: 6/6/2023 New Termination Date: 6/30/2049
Prior Contract No. (Synergen/CMS): CMS134388

Expense Revenue Increase Decrease Amount This Amendment: \$ 0

Is there revenue included? Yes No If Yes \$ \_\_\_\_\_

\*Funding Source(s) required: \_\_\_\_\_

Funding from General Fund? Yes No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

Grant/Amendment Information (for grants acceptance and awards)

Award Amendment

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Grant Number (i.e., 15-123): \_\_\_\_\_
Commencement Date: \_\_\_\_\_ Termination Date: \_\_\_\_\_ Amendment Number: \_\_\_\_\_
Match Amount: \$ \_\_\_\_\_ Revenue Amount: \$ \_\_\_\_\_

\*All Funding Source(s) required: \_\_\_\_\_

\*Match funding from General Fund? Yes No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

\*Match funding from other sources? Yes No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

\*Funding Source: \_\_\_\_\_

\*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?

Contact: Jana Potvin (Administrative Contact, Michelle Guardado 724-2663)

Department: Transportation

Telephone: 520-724-5885

Digitally signed by Kathryn Skinner
DN: cn=Kathryn Skinner, o=Transportation, ou=Pima
County, email=kathryn.skinner@pima.gov, c=US
Date: 2023.05.19 10:19:52 -0700

Department Director Signature: Kathryn Skinner Date: May 19, 2023

Deputy County Administrator Signature: [Signature] Date: 5/19/2023

County Administrator Signature: [Signature] Date: 5/22/23

**Pima County Department of Transportation**

**Project: Construction and Maintenance of Edwin Road**

**Agency: Pinal County Arizona**

**Contract No.: CT-TR-23-408 (fka CMS134388)**

**Contract Amendment No.: 01**

**Orig. Contract Term: 07/06/2005 – 06/30/2009**  
**Termination Date Prior Amendment: N/A**  
**Termination Date This Amendment: 06/30/2049**

<b>Orig. Amount:</b>	\$700,000
<b>Prior Amendments Amount:</b>	\$0
<b>This Amendment Amount:</b>	\$0
<b>Revised Total Amount:</b>	\$700,000

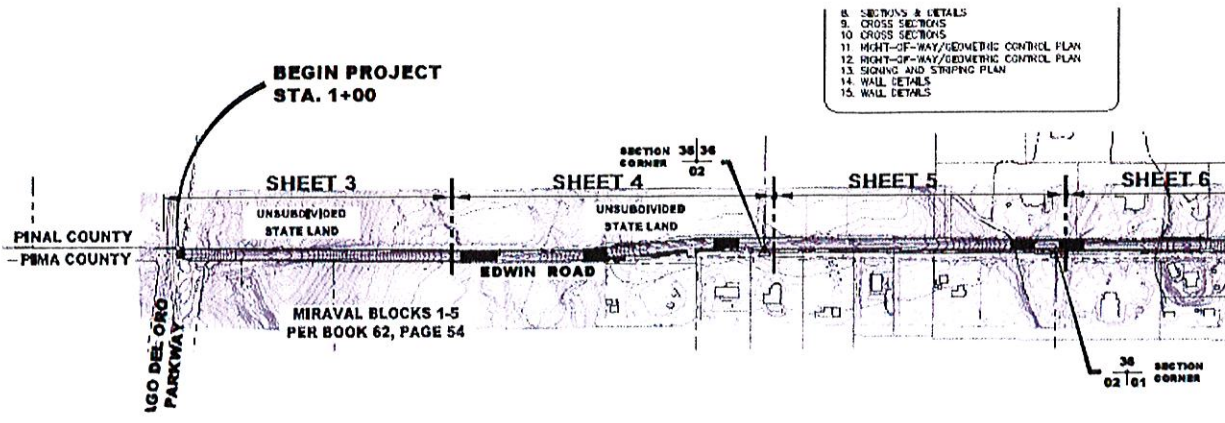
### **Intergovernmental Agreement Amendment Number 1**

#### **1. Background and Purpose.**

1.1. Background. Pima County and Pinal County entered into an Intergovernmental agreement for the construction, maintenance and operation of Edwin Road on July 6, 2005 (the "Agreement"). The segment straddles the common boundary between Pinal and Pima as further described as the south line of section 32 and 33, township 10 south, range 14 east within Pinal and the north line of section 3 and 4, township 11 south, range 14 east in Pima. Upon completion of the project, Pinal County shall maintain Edwin Road for a period of twenty years. Thereafter Pima County shall maintain Edwin Road for a period of twenty years. The completion date of the project was June 30, 2009. The obligations under section 11(B) of the Agreement survive and extend through June 30, 2049.

1.2. Purpose. Another segment of Edwin Road will be constructed and maintained east of Lago del Oro Parkway (the "Lago del Oro Segment"). The construction of this unmaintained right of way located in Pima County is intended to serve and benefit the Samaniego Vista development in Pinal County (the "Project"). Pima County will provide all rights-of-way and construction easements necessary for the Project within Pima County, and Pinal County will take over the construction and maintenance of the Lago del Oro Segment.

1.3. Map of Project. Below is a map showing the limits of the improvements and the sections of the Lago del Oro Segment that Pinal County will provide maintenance to within Pima and Pinal County for the benefit of the Project.



- 8. SECTIONS & DETAILS
- 9. CROSS SECTIONS
- 10. CROSS SECTIONS
- 11. RIGHT-OF-WAY/GEOMETRIC CONTROL PLAN
- 12. RIGHT-OF-WAY/GEOMETRIC CONTROL PLAN
- 13. SIGNING AND STRIPING PLAN
- 14. WALL DETAILS
- 15. WALL DETAILS

**BEGIN PROJECT  
STA. 1+00**

**SHEET 3**

**SHEET 4**

**SHEET 5**

**SHEET 6**

PINAL COUNTY  
PIMA COUNTY

100 DEE ORG  
PARKWAY

UNSUBDIVIDED  
STATE LAND

UNSUBDIVIDED  
STATE LAND

EDWIN ROAD

MIRAVAL BLOCKS 1-5  
PER BOOK 62, PAGE 54

SECTION CORNER  
36 36  
02

SECTION CORNER  
36  
02 01

**2. New and Amended Terms.**

- 1.1 Pinal County will be responsible for all of the construction and maintenance activities of the Lago del Oro Segment within Pima County right of way. In addition to all maintenance activities, Pinal County will be responsible for all traffic engineering services (including traffic control devices, signs, investigations, and studies) and right of way permitting relating to activities that directly affect the roadway, excluding any zoning or development related activities or development access issues.
- 1.2 Pinal County shall be responsible for all design review, permitting, and construction inspection for the improvements of the Lago del Oro segment within Pima County.
- 1.3 Pima County shall not contribute financially to the construction or maintenance of the Lago del Oro Segment.
- 1.4 Upon completion of all work associated with the Lago de Oro segment under this Agreement, ownership and title to materials, equipment, and appurtenances installed within Pima County's right-of-way will automatically be vested in Pima County. Materials, equipment, and appurtenances installed within Pinal County's right-of-way will automatically be vested in Pinal County. A future agreement will be necessary to transfer vested ownership of the Pima County right-of-way to Pinal County.

All other provisions of the Contract not specifically changed by this Amendment remain in effect and are binding upon the parties.

**PIMA COUNTY**

\_\_\_\_\_  
Chair, Board of Supervisors

\_\_\_\_\_  
Date

**PINAL COUNTY**

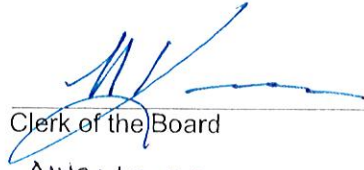
  
\_\_\_\_\_  
Chair, Board of Supervisors

04/20/2023  
Date

ATTEST

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

\_\_\_\_\_  
Date

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

04/26/2023  
\_\_\_\_\_  
Date

**Attorney Certification**

The foregoing IGA by and between Pima County and Pinal County has been reviewed pursuant to A.R.S. § 11-952(D) by the undersigned who have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those parties to the IGA.

  
\_\_\_\_\_  
Deputy County Attorney

Bobby Yu  
\_\_\_\_\_  
Print Name

5/18/2023  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Deputy County Attorney

Kevin G. Costello  
\_\_\_\_\_  
Print Name

3/11/24  
\_\_\_\_\_  
Date