



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

Award  Contract  Grant

Requested Board Meeting Date: September 4, 2018

\* = Mandatory, information must be provided

or Procurement Director Award

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

City of Tucson

**\*Project Title/Description:**

Houghton Road Shoulder Widening Project

**\*Purpose:**

The City and County wish to cooperate in the construction of roadway improvements on Houghton Road. The project consists of design and construction to add 6-foot wide paved shoulders on Houghton Road from 666 feet north of Andrada Road to City of Tucson boundary south of Interstate 10 right of way. The design of the project will be funded by the County and the City will contribute an estimated \$970,000 to pay for the actual construction costs for the portion within the City of Tucson limits.

**\*Procurement Method:**

This IGA is a non-procurement contract and not subject to Procurement Rules

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

Provide additional pavement width to accommodate paved shoulders along Houghton Road.

**\*Public Benefit:**

Will increase safety for all modes of travel along Houghton Road. This project will complete both County and City portion of the roadway.

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

Standard construction performance measures (schedule and budget, quality control testing, material submittal, etc.)

**\*Retroactive:**

No

To: CoB 8-14-18  
Ver. - 1  
JFS - 7  
(2)

**Contract / Award Information**

Document Type: CTN Department Code: TR Contract Number (i.e., 15-123): CTN 19\*17

Effective Date: 9/4/18 Termination Date: 6/30/19 Prior Contract Number (Synergen/CMS): N/A

Expense Amount: \$\* \_\_\_\_\_  Revenue Amount: \$ 970,000.00

**\*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 22-73.

**Amendment / Revised Award Information**

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

Amendment No.: \_\_\_\_\_ AMS Version No.: \_\_\_\_\_

Effective Date: \_\_\_\_\_ New Termination Date: \_\_\_\_\_

Prior Contract No. (Synergen/CMS): \_\_\_\_\_

Expense or  Revenue  Increase  Decrease Amount This Amendment: \$ \_\_\_\_\_

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): \_\_\_\_\_

Effective 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: Mandley Rust (Please return contracts to Michelle Guardado, 724-2663)

Department: Transportation Telephone: 724-9982

Department Director Signature/Date: Quam. Olwan 8/9/18

Deputy County Administrator Signature/Date: [Signature] 8/9/18

County Administrator Signature/Date: [Signature] 8/10/18  
*(Required for Board Agenda/Addendum Items)*

<b>CONTRACT</b>
NO. <u>CTN-TR-19-017</u>
AMENDMENT NO. _____
This number must appear on all invoices, correspondence and documents pertaining to this contract.

**Intergovernmental  
Agreement between  
Pima County and the City  
of Tucson  
for the  
Houghton Road Shoulder Widening Project**

This Intergovernmental Agreement ("Agreement") is entered into by Pima County, a political subdivision and body politic of the State of Arizona ("the County"); and the City of Tucson, a municipal corporation of the State of Arizona ("the City"); pursuant to Arizona Revised Statutes section A.R.S. § 11-952. The City and the County are collectively referred to in this Agreement as "the Parties" and either may be individually referred to as a "Party."

**Recitals**

- A. Pima County ("County") is authorized by A.R.S. § 11-251(4) and A.R.S. § 28-6701 et seq. to lay out, maintain, control, and manage public roads and to establish, construct, alter, and maintain county highways within Pima County.
- B. The City of Tucson ("City") is authorized by A.R.S. § 9-276 to lay out and establish, regulate the use, open, vacate, alter, widen, extend, grade, pave, plant trees or otherwise improve streets, alleys, avenues, sidewalks, parks, public grounds and off-street parking sites and acquire any property necessary or convenient for that purpose by the exercise of the right of eminent domain.
- C. The City and County wish to cooperate in the construction of roadway improvements for the Houghton Road Shoulder Widening Project. The overall project limits are from 666 feet north of Andrada Road to City of Tucson boundary south of the Interstate 10 right-of-way ( Station 324+41.36 to Station 557+32.89 ). The overall project is comprised of four independent segments shown in exhibit A as follows:
  - Segment 1 - Station 324+41.36 to Station 437+18.76 (11,277.40') (City of Tucson)
  - Segment 2 - Station 437+18.76 to Station 467+41.51 (3,022.75') (Pima County)
  - Segment 3 - Station 483+06.56 to Station 521+00.82 (3,794.26') (Pima County)
  - Segment 4 - Station 536+66.10 to Station 557+32.89 (2,066.79') (Pima County)
  - Total Length = 11,277.40 feet (City of Tucson)
  - Total Length = 8,883.80 feet (Pima County)
- D. A portion of the Project lies within the jurisdictional limits of the City and a portion lies within unincorporated Pima County as shown above.
- E. The County has been identified as the Lead Agency ("Lead Agency") for the Project and will be responsible for all aspects of project implementation including, but not limited to planning, project management, risk management, design, construction, service delivery and operation, administration, advertisement, award, execution and administration of the Project.

- F. The City and County find it prudent to enter into an intergovernmental agreement for the purpose of providing for the City's contribution of funding for the construction of the Project.
- G. The City intends to contribute funding to pay for the actual construction costs of Segments 1 (currently estimated at \$970,000) for the Project under the terms and conditions contained in this Agreement and has entered into this Agreement with the County for that purpose.
- H. The City has authority to contribute development impact fees to the Project under A.R.S § 11-1103, and County has authority to contribute Highway User Revenue Fund (HURF) bond funds to the Project under A.R.S. § 11-371.

## **AGREEMENT**

NOW THEREFORE; in consideration of the foregoing recitals, which are incorporated herein by reference, the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- 1. Purpose.** The purpose of this Agreement is to set forth the responsibilities of the City and County for the funding and implementation of the Project.
- 2. Project.** The Project consists of design and construction to add 6-foot wide paved shoulders on Houghton Road from 666 feet north of Andrada Road to City of Tucson boundary south of the Interstate 10 right-of-way ( Station 324+41.36 to Station 557+32.89 ). The project improvements include grading, paved shoulders, cutoff walls, header curb, chip seal, fog coat, striping and signing and traffic control. The overall project is divided into four segments as described in the Recital C, above. The City is responsible for contributing funding to construct Segment 1 of the Project. The design of the Project will be funded by the County.
- 3. City Contribution.**
  - a. *Contribution.* The City agrees to pay for the construction of Segment 1 of the Project. The current estimated amount for this work is \$970,000. The City's payments shall commence on the first month following award of a construction contract by the County. *The City's payments shall be made monthly upon receipt of invoices from the County.*
  - b. *Actual Cost Reconciliation.* The City and the County agree to determine the actual cost of construction of Segment 1 and adjust the total amount of the City's contribution to the final actual amount.
- 4. Permits.** The City shall grant the County and its Contractors right of way use permits allowing full accessibility to perform the work as described. These permits shall be granted at no cost to the Project.
- 5. County Responsibility; Changes; Disputes.** As Lead Agency for the Project, the County will have responsibility for Project oversight, including administration of the design and construction contracts. This includes responsibility for verification of quantities, quality of workmanship, contract change orders, and Project modifications as necessary. The County will

advertise and start Project construction activities during FY 2018 and thereafter will diligently pursue the Project to completion. The County will exercise due diligence to consult with the City on items and issues as they arise so that the City has ample opportunity to provide input. In the event that there is a disagreement over any Project elements, the issue shall be escalated as appropriate. In the event that the disagreement remains unresolved, the County will retain the final decision making authority.

**6. Ownership of Improvements.** Upon completion of the Project, ownership of all Project improvements located in the limits of the City of Tucson shall automatically vest in the City, and ownership of all Project improvements in unincorporated Pima County shall automatically vest in the County. Except as the Parties otherwise agree or have agreed to through separate maintenance agreements, each Party shall operate and maintain those Project improvements that it owns.

**7. Effective Date and Term**

- a. This Agreement shall be effective on the date it is signed by the last Party to sign this Agreement.
- b. This Agreement shall remain in effect through completion of the Project and completion of all payments required under this Agreement.

**8. Legal Jurisdiction.** Nothing in this Agreement shall be construed as either limiting or extending the legal jurisdiction of the County or City.

**9. No Joint Venture.** It is not intended by this Agreement to, and nothing contained in this Agreement shall be construed to create any partnership, joint venture or employer-employee relationship between the Parties. No Party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other Party as a result of this Agreement, including (without limitation) any party's obligation to withhold Social Security and income taxes for itself or its employees.

**10. No Third Party Beneficiaries.** This Agreement shall not create any right to any person or entity as a third party beneficiary.

**11. 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 floods, earthquakes, acts of God, or orders of any regulatory government officer or court (excluding orders promulgated by the Party itself), which, by exercise of due diligence and foresight, such Party could not reasonably have been expected to avoid. A Party rendered unable to fulfill any obligations by reason of uncontrollable forces shall exercise due diligence to remove such inability with all reasonable dispatch.

**12. Laws and Regulations.**

- a. Compliance with Laws. The Parties shall comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, as applicable.

- b. Licensing. County shall require its contractors and subcontractors to be adequately insured and appropriately licensed to provide the services hereunder.
- c. Choice of Law; Venue. The laws and regulations of the State of Arizona govern the rights and obligations of the Parties hereunder. Any action relating to this Agreement must be filed and maintained in the appropriate court of the State of Arizona in Pima County.

**13. 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.

**14. Termination.**

- a. For cause. Either Party may terminate this Agreement for material breach of the Agreement by the other Party. Prior to any termination under this paragraph, the Party allegedly in default shall be given written notice by the other Party of the nature of the alleged default. The Party said to be in default shall have forty-five days to cure the default. If the default is not cured within that time, the other Party may terminate this Agreement. Any such termination shall not-relieve a Party from liabilities or costs already incurred under this Agreement.
- b. A.R.S. § 38-511. This Agreement may be terminated pursuant to A.R.S. § 38-511 in certain instances involving a conflict of interest.
- c. Non-appropriation. It is acknowledged that, notwithstanding any other provision contained herein, this Agreement may be terminated if for any reason the Pima County Board of Supervisors or the City of Tucson Mayor and Council fails to appropriate sufficient monies for the purpose of maintaining this Agreement. In the event of such cancellation, the County and the City shall have no further obligation to each other, other than for payment for services rendered prior to such termination.
- d. Ownership of property upon termination. Any termination of this Agreement shall not relieve a Party from liabilities or costs already incurred under this Agreement, nor affect any ownership of the Project constructed pursuant to this Agreement.

**15. Indemnification.** Each party (as Indemnitor) agrees to indemnify, defend and hold harmless the other party (as Indemnitee) from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") for bodily injury of any person (including death) or property damage, but only to the extent that such injury or damage is caused or alleged to be caused by a negligent or intentionally wrongful act or omission of the Indemnitor, or of any of its officers, officials, agents, employees, or volunteers. This indemnity will survive the expiration or termination of this Agreement.

**16. Insurance.** Each Party warrants that it maintains self-insurance or other insurance covering that Party's liability regarding the Project.

**17. 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 the other Party at all reasonable times. All design and construction drawings, records, documentation and correspondence shall be the property of the County at the completion of the Project. Within six months after acceptance of the Project by the City and County, the County shall provide, at no cost to the City, As-Built original drawings of the Project.

**18. Inspection and Audit of Records.** The appropriate designated representatives of a Party may perform any inspection of the Project or reasonable audit of any books or records of the other Party to satisfy itself that the monies on the Project have been spent and the Project operated and maintained in accordance with this Agreement.

**19. Severability.** In the event that any provision of this Agreement or the application thereof is held invalid, such invalidity shall have no effect on other provisions and their application which can be given effect without the invalid provision, or application, and to this extent the provisions of the Agreement are severable.

**20. Notification.** All notices or demands upon a Party to this Agreement shall be in writing, unless other forms are specifically authorized by this Agreement, and shall be delivered in person or sent by mail addressed as follows:

**City of Tucson:**

Director  
Department of Transportation  
201 N. Stone Ave., 6<sup>th</sup> Floor  
Tucson, Arizona 85701

**Pima County:**

Ana Olivares, P.E., Director  
Pima County Department of Transportation  
201 N. Stone, 4<sup>th</sup> Floor  
Tucson, Arizona 85701

Notices shall be deemed delivered and received on the date of delivery, if delivered in person, or on the third business day after mailing, if delivered by any form of mail.

Any Party may, by written notice to the other Party, designate another address or person for receipt of notices under this Agreement.

In WITNESS WHEREOF, the County has caused this Agreement to be executed by the Chairman of its Board of Supervisors and attested to by the Clerk of the Board and the City has caused this agreement to be executed by the Mayor and attested to by the City Clerk.

WHEREFORE, the Parties have entered into this Agreement on the last Party's signature date below.

**PIMA COUNTY**

**City of Tucson**

\_\_\_\_\_  
Chairman, Board of Supervisors

\_\_\_\_\_  
Mayor of Tucson

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ATTEST

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Attorney Certification

The foregoing IGA by and between Pima County and the City of Tucson has been reviewed pursuant to A.R.S. § 11-952 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

\_\_\_\_\_  
Principal Assistant City Attorney

**KELL OLSON**  
\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

8/6/18  
\_\_\_\_\_  
Date

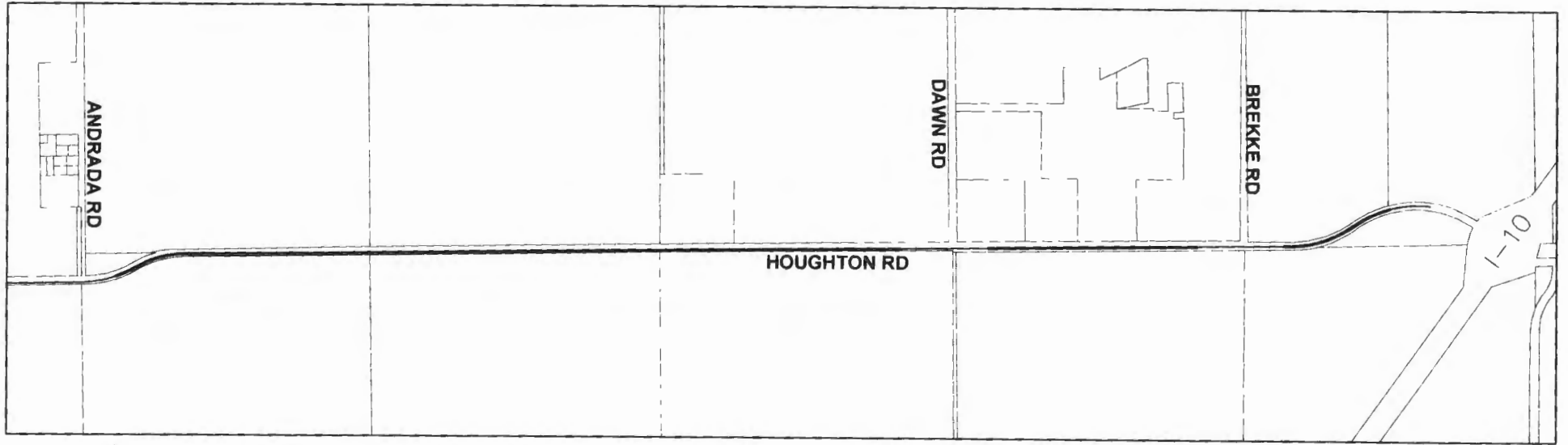
\_\_\_\_\_  
Date



EXHIBIT A

HOUGHTON ROAD CITY COUNTY SHOULDERS

SEGMENT LISTING



324+41.36

SEGMENT 1  
CITY OF TUCSON

437+18.76

SEGMENT 2  
PIMA COUNTY

467+41.51

483+06.56

SEGMENT 3  
PIMA COUNTY

521+00.82

SEGMENT 4  
PIMA COUNTY

536+66.10

557+32.89