



BOARD OF SUPERVISORS AGENDA ITEM REPORT
AWARDS / CONTRACTS / GRANTS

Award Contract Grant

Requested Board Meeting Date: 11/7/23

or Procurement Director Award:

* = Mandatory, information must be provided

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

State of Arizona, acting by and through its Department of Transportation

***Project Title/Description:**

Amendment two to the Intergovernmental Agreement between the State of Arizona and Pima County for the design and construction of improvements to Sunset Road: I-10 to River Road.

***Purpose:**

The purpose of this amendment is to address the utilization of a local Government Investment Pool (LGIP) account, increase the project costs, add HURF 2.6 funds and to update the Pima Association of Governments (PAG) Transportation Improvement Program and revise Exhibits A and B. The expenditures and revenues will not pass through Pima County but ADOT will bill directly to the funding agency. The original contract number was 22-365.

***Procurement Method:**

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

***Program Goals/Predicted Outcomes:**

Complete the design and construction of this regionally significant transportation project.

***Public Benefit:**

The project will improve safety, reduce congestion, improve operations and increase mobility for commuters.

***Metrics Available to Measure Performance:**

Standard engineering design performance measures (scope, budget, and schedule, quality/stakeholder reviews, etc.)

***Retroactive:**

No

TO: BOS, 10-24-2023 (2)
Vers.: 2
pgs.: 7

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): 23-156
Amendment No.: 2 AMS Version No.: 2
Commencement Date: 11/7/23 New Termination Date:
Prior Contract No. (Synergen/CMS): 22-365
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: Kathryn Skinner (Administrative Contact: Angela Alvarez: 724-5927)

Department: Transportation

Telephone: 724-6410

Department Director Signature:

Kathryn Skinner

Digitally signed by Kathryn Skinner
DN: cn=Kathryn Skinner, o=Transportation, ou=Pima
County, email=kathryn.skinner@pima.gov, c=US
Date: 2023.10.19 13:35:44 -07'00'

Date:

Deputy County Administrator Signature:

[Handwritten Signature]

Date:

10/19/2023

County Administrator Signature:

Date:

10/20/2023

ADOT CAR No.: IGA 22-0008611-I
Amendment No. Two: 23-0009185-I
AG Contract No.: P0012022000666
Project Location/Name: Santa Cruz –
River Road
Type of Work: Roadway & Bridge
Improvements
Federal-aid No.: PPM-0(268)D
ADOT Project No.: T0327 01D/03D/01C
TIP/STIP No.: PAG 10.18
CFDA No.: 20.205 - Highway Planning and
Construction
Budget Source Item No.: NA

**AMENDMENT NO. TWO
TO
INTERGOVERNMENTAL AGREEMENT**

BETWEEN
THE STATE OF ARIZONA
AND
PIMA COUNTY

THIS AMENDMENT NO. TWO to INTERGOVERNMENTAL AGREEMENT (the “Amendment No. Two”), is entered into this date _____, pursuant to Arizona Revised Statutes (“A.R.S.”) §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the “State” or “ADOT”) and PIMA COUNTY, acting by and through its CHAIRMAN and BOARD OF SUPERVISORS (the “County”). The State and the County are each individually referred to as a “Party” and are collectively referred to as the “Parties.”

WHEREAS, the INTERGOVERNMENTAL AGREEMENT, IGA 22-0008611-I, A.G. Contract No. P0012022000666, was executed on May 18, 2022, (the “Original Agreement”); IGA 22-0008611-I Amendment No. One, executed on September 21, 2022, (the “Amendment No. One”);

WHEREAS, the State is empowered by A.R.S. § 28-401 to enter into this Amendment No. Two and has delegated to the undersigned the authority to execute this Amendment No. Two on behalf of the State;

WHEREAS, the County is empowered by A.R.S. § 11-251 to enter into this Amendment No. Two and has authorized the undersigned to execute this Amendment No. Two on behalf of the County; and

NOW THEREFORE, in consideration of the mutual terms expressed herein, the purpose of this Amendment No. Two is to address utilization of a Local Government Investment Pool (LGIP) account, increase the Project costs, add HURF 2.6 funds, and to update the PAG Transportation Improvement Program, Exhibits A and B are revised and replaced accordingly. The Parties desire to amend the Original Agreement and Amendment No. One, as follows:

The Parties incorporate the paragraphs set forth above and Exhibits A and B, attached hereto and made a part hereof, as part of the body of this Amendment No. Two.

I. RECITALS

Section I, Paragraph 3. is revised as follows:

3. The work proposed under this Agreement consists of roadway and bridge improvements to reconstruct Sunset Road from the Santa Cruz River Bridge to Interstate 10 eastbound (EB) frontage road and connect Sunset Road from the I-10 westbound (WB) frontage road to River Road, (the "Project"). The programmed Project construction cost and estimated Project Development Administration (PDA), shown in Exhibit A, is estimated at \$37,620,083.00, which includes federal aid, HURF 2.6 funds, and the County's portion of Project funds including regional contributions. The funding is shown on the PAG Transportation Improvement Program (TIP), Exhibit B; the funding is subject to change with future TIP amendments and such changes will require an amendment to this Agreement. ADOT will invoice the County for the County's portion of Project costs. The County has separate agreements for Project funding, including with Regional Transportation Authority (RTA) and the City of Tucson. The County will administer the design, and the State will advertise, bid and award, and administer the construction of the Project. The State has a separate project, H7583, for the I-10 and Sunset Road traffic interchange (TI) addressed in IGA 21-0008234-I. The State will advertise the Project with the State's project H7583, if the Project does not delay the State's project.

II. SCOPE OF WORK

Section II, Paragraphs 1. e. through h. are added as follows:

1. The Parties agree:
 - e. Prior to the execution of this Amendment No. Two, the County will establish a LGIP account with the Arizona State Treasurer's Office. The County will coordinate with the State during this process.
 - f. After the County's LGIP account is established, the County authorizes the State to transfer any unexpended County funds previously deposited for the construction phase of this Project that is not associated with the federal aid match, into the County's LGIP account. The State will notify the County of the total amount transferred.
 - g. The County authorizes the State to be sole signature on the referenced County's LGIP account; on a monthly basis, the State will proportionately draw down the County's LGIP account for the Project construction costs. Interest earned on the County's LGIP account will also be available for Project construction costs. After the Project costs are finalized, any monies remaining in said account shall be the property of the County. Should the County want to withdraw from the referenced LGIP account prior to completion of the Project, the County will provide the written request to the State for review, approval, and action.

- h. The County will be responsible for all Project costs, including change order costs. The State will notify the County of such costs, and the County will deposit funds to pay for change orders directly into the County's LGIP account.

Section II, Paragraph 3. e. is revised as follows:

- 3. The County will:
 - e. Be responsible for all costs incurred in performing and accomplishing the work as set forth under this Agreement, that are not covered by federal funding or HURF 2.6 Funds. Should costs be deemed ineligible or exceed the maximum federal funds or HURF 2.6 Funds available, it is understood and agreed that the County is responsible for these costs; payment for these costs shall be made within 30 days of receipt of an invoice from the State.

III. MISCELLANEOUS PROVISIONS

Section III, Paragraphs 7. and 20. are revised, as follows:

- 7. Programmed Federal Funds. The cost of construction and construction engineering work under this Agreement is to be covered by the federal funds programmed for this Project, up to the maximum available. The County acknowledges that actual Project costs may exceed the maximum available amount of federal funds, or that certain costs may not be accepted by FHWA as eligible for federal funds. Therefore, the County agrees to pay the difference between actual costs of the Project and the federal funds and HURF 2.6 funds programmed.
- 20. Contractor Certifications. The Parties shall certify that all contractors comply with the applicable requirements of A.R.S. §§ 35-393.01 and 35-394.

EXCEPT AS AMENDED, ALL OTHER terms and conditions of the Original Agreement and Amendment No. One remain in full force and effect.

THIS AMENDMENT NO. TWO shall become effective upon the full completion of signing and dating by all Parties to this Amendment No. Two.

IN ACCORDANCE WITH A.R.S. § 11-952 (D), the written determination of each Party's legal counsel providing that the Parties are authorized under the laws of this State to enter into this Amendment No. Two and that the Amendment No. Two is in proper form is set forth below.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. Two the day and year first above written.

PIMA COUNTY

By _____ Date _____
Adelita S. Grijalva
Chair, Board of Supervisors

ATTEST:

By _____ Date _____
Clerk of the Board

I have reviewed the above referenced Amendment No. Two to the Original Agreement between the State of Arizona, acting by and through its Department of Transportation, and Pima County, an agreement among public agencies which, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 11-251 and declare this Amendment No. Two to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Amendment No. Two.
Approved as to Form:

By  _____ Date 10/13/23
Cindy Nguyen
Deputy County Attorney

ARIZONA DEPARTMENT OF TRANSPORTATION

By _____ Date _____

STEVE BOSCHEN

Division Director, Infrastructure Delivery and Operations Division

A.G. Contract No. P0012022000666 (ADOT IGA 22-0008611-I Amendment No. Two: 23-0009185-I), an Agreement between public agencies, the State of Arizona and Pima County has been reviewed pursuant to "A.R.S. §§ 11-951 through 11-954 and A.R.S. § 28-401 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.

By _____ Date _____

Assistant Attorney General

EXHIBIT A
Santa Cruz-River Road
Cost Estimate

IGA 22-0008611-I
Amendment No. Two: 23-0009185-I

T0327 01D/03D/01C

The Project costs are estimated as follows:

Executed Date:	Original May 18, 2022	Amend #1 September 21, 2022	Amend #2 Pending	Agreement as Amended
<u>ADOT Project Development Administration (PDA) Cost, non-federal-aid:</u>				
County's costs @ 100%	\$ 30,000.00		\$ 10,000.00	\$ 40,000.00
Subtotal - PDA	\$ 30,000.00	\$ -	\$ 10,000.00	\$ 40,000.00
<u>Expedited Section 408 Review Cost:</u>				
County's costs @ 100%	\$ -	\$ 70,440.00	\$ -	\$ 70,440.00
Subtotal - Expedited Section 408 Review	\$ -	\$ 70,440.00	\$ -	\$ 70,440.00
<u>Construction:*</u>				
Federal-aid funds (includes \$5,879,042.00 of CRRSAA funds)	\$ 10,732,000.00	\$ -	\$ 2,635,043.00	\$ 13,367,043.00
HURF 2.6 Funds	\$ -	\$ -	\$ 1,813,600.00	\$ 1,813,600.00
County funds**	\$ 22,329,000.00	\$ -	\$ -	\$ 22,329,000.00
Subtotal - Construction	\$ 33,061,000.00	\$ -	\$ 4,448,643.00	\$ 37,509,643.00
Estimated TOTAL Project Cost***	\$ 33,091,000.00	\$ 70,440.00	\$ 4,458,643.00	\$ 37,620,083.00
Total Estimated County Funds	\$ 22,359,000.00	\$ 70,440.00	\$ 10,000.00	\$ 22,439,440.00
Total Federal Funds	\$ 10,732,000.00	\$ -	\$ 2,635,043.00	\$ 13,367,043.00
Total HURF 2.6 Funds	\$ -	\$ -	\$ 1,813,600.00	\$ 1,813,600.00

*(Includes 15% construction engineering (CE) and administration cost (this percentage is subject to change, any change will require concurrence from the County) and 5% Project contingencies)

** (Includes Regional Transportation Authority funds, Pima County funds, and City of Tucson funds)

*** (The County has paid \$40,000.00 for PDA, \$70,440.00 for the Expedited Section 408 review, and \$22,329,000.00 for Construction.)

Pima Association of Governments 2022-2026 TIP Projects Exhibit B **TIP Amendment #2022.070 Approved 09/28/2023**

TipID	RTAID	STREET/PROJECT NAME LOCATION	PROPOSED FUNDING (IN THOUSANDS OF DOLLARS)				
			FISCAL YEAR				
SponsorID	Length	PROJECT DESCRIPTION	2022	2023	2024	2025	2026
StateID	Existing Lanes	AQ STATUS					
FedID	After Lanes	TIP STATUS TOTAL COST					

ITEM A

Existing Approval							
10.18	08_b	Sunset: I-10 to River	5344 CRRSAA	C	536 CRRSAA	C	
4SRRIV	0	Sunset Rd, from I-10 to River Rd	3848 LOCAL	C	716 HIP	C	
		Extend roadway	500 PCDIFO	C	318 PCDIFO	C	
	4	Undetermined	15163 RTA	C	1385 STP	C	
		Active	1674 STP	C	2955 TOTAL		
		\$39,979	3714 STP	C			
			2500 TUC	C			
			2000 HURF12R	D			
			1352 LOCAL	D			
			1500 PCDIFO	D			
			452 RTA	D			
			38047 TOTAL				

Proposed Request							
10.18	08_b	Sunset: I-10 to River	5344 CRRSAA	C	536 CRRSAA	C	1814 HURF26 C
	0	Sunset Rd, from I-10 to River Rd	3848 LOCAL	C	716 HIP	C	1814 TOTAL
		Extend roadway	500 PCDIFO	C	318 PCDIFO	C	
	4	Exempt	15163 RTA	C	1385 STP	C	
		Active	1674 STP	C	2955 TOTAL		
		\$44,346	3714 STP	C			
			2500 TUC	C			
			2000 HURF12R	D			
			1352 LOCAL	D			
			1500 PCDIFO	D			
			452 RTA	D			
			38047 TOTAL				

SPONSOR: Pima County ACTION: Programming of ADOT HURF 2.6 funds.