



BOARD OF SUPERVISORS AGENDA ITEM REPORT AWARDS / CONTRACTS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 04/05/2022

* = Mandatory, information must be provided

or Procurement Director Award: ☐

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

The State of Arizona, acting by and through its Department of Transportation (ADOT)

***Project Title/Description:**

Intergovernmental Agreement between ADOT and Pima County, for ADOT Ina – Ruthrauff project.

***Purpose:**

ADOT will design, advertise, award and administer construction of the traffic interchange (TI) at I-10 and Sunset Road and the western leg of the TI. ADOT will obtain federal funds for the design and construction costs associated with the Project. As part of the Project, it is necessary for the County to acquire necessary right of way for the Project as shown on Exhibit A and allow ADOT access to complete the Project work as shown on Exhibit B.

***Procurement Method:**

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

***Program Goals/Predicted Outcomes:**

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

***Retroactive:**

No

MAR 18 2022 PM 12:08 PFC CLK NE AD
ASB

TO: COB 3-18-22 (1)
vers: 1
Pgs: 10

03-18 '22 AM 08:41

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: CT Department Code: TR Contract Number (i.e., 15-123): 22-289
Commencement Date: 04/05/2022 Termination Date: 04/04/2027 Prior Contract Number (Synergen/CMS): _____
☒ Expense Amount \$ 0 * ☐ 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: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
Amendment No.: _____ AMS Version No.: _____
Commencement Date: _____ New Termination Date: _____
Prior Contract No. (Synergen/CMS): _____

☐ Expense ☐ 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): _____
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: Nancy Cole (Administrative contact: Michelle Guardado 724-2663)

Department: Transportation

Telephone: 724-6312

Department Director Signature: Ana M. Olivares, P.E.

Date: 3/17/2022

Deputy County Administrator Signature: _____

Date: 3/17/2022

County Administrator Signature: _____

Date: 3/17/2022

From: [Maria Luna \(Risk\)](#)
To: [Michelle Guardado](#)
Subject: RE: IGA ADOT & Pima County Ina - Ruthrauff
Date: Thursday, March 17, 2022 9:22:21 AM
Attachments: [03.16.22-21-0008234-Dist SC-Pima County-H758301C-FINAL.pdf](#)

Hi Michelle-

Yes. I approve the modified indemnity language.

Maria Luna
Risk Manager
Pima County Finance & Risk Management
Office: 520.724.4481

From: Michelle Guardado <Michelle.Guardado@pima.gov>
Sent: Thursday, March 17, 2022 9:12 AM
To: Maria Luna (Risk) <Maria.Luna2@pima.gov>
Subject: IGA ADOT & Pima County Ina - Ruthrauff

Maria,
Do you approve the modified indemnity language in the ADOT/Pima County IGA for Ina - Ruthrauff.

Thank you,
Michelle

Michelle Guardado
Administrative Services Manager
Pima County Department of Transportation
(520)724-2663

ADOT CAR No.: IGA 21-0008234-I
AG Contract No.: P001 2022 000154
Project Location/Name: Ina Rd -
Ruthrauff Rd
Type of Work: Right of Way
Federal-aid No.: NHPP-010-D(211)A
ADOT Project No.: H7583 01D/01R/01C
TIP/STIP No.: PAG
CFDA No.: 20.205 - Highway Planning and
Construction
Budget Source Item No.: 8915

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
PIMA COUNTY

THIS AGREEMENT ("Agreement") is entered into this date _____, pursuant to the 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 the 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."

I. RECITALS

1. The State is empowered by A.R.S. § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
2. The County is empowered by A.R.S. § 11-251 to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the County.
3. The State will design, advertise, award and administer construction of the traffic interchange (TI) at I-10 and Sunset Road and the western leg of the TI (the "Project"). The State will obtain federal funds for the design and construction costs associated with the Project. As part of the Project it is necessary for the County to acquire necessary right of way for the Project, as shown on Exhibit A, and allow the State access to complete the Project work, as shown on Exhibit B. The maintenance responsibilities between the Parties are set forth below. Maintenance between the State and the City of Tucson are addressed in IGA 08-068-I and IGA 20-0007819-I.

THEREFORE, the Recitals set forth above and the Exhibits attached hereto and made a part of, are incorporated into this Agreement and in consideration of the mutual terms expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will:
 - a. Execute this Agreement, and if the Project is approved by FHWA and funds for the Project are available, be the County's designated agent for the Project.
 - b. Prepare and provide the design plans, specifications and other such documents and services required for the construction bidding and construction of the Project and incorporate comments from the County as appropriate.
 - c. With FHWA authorization, proceed to administer construction: advertise, receive and open bids, award, and enter into a contract with the firm for the construction of the Project. Administer contract(s) for the Project and make all payments to the contractor(s).
 - d. Notify the County of substantial completion and final acceptance of the Project; be responsible for the operations and maintenance of the Project traffic signal and lighting.
2. The County will:
 - a. Designate the State as the County's authorized agent for the Project.
 - b. Review the design documents required for construction of the Project and provide comments to the State as appropriate. Work within the design timeframes set forth by the State to not delay the Project.
 - c. Acquire the necessary right of way for the Project, as shown on Exhibit A, and as applicable, from Pima County Flood Control District, for construction of the Project, by the time of acquisition, prior to Stage IV, 95% Project Design. Provide ADOT Right of Way Personnel the documents for review to ensure adequate acquisition has occurred.
 - d. Certify that all necessary rights of way have been or will be acquired prior to advertisement for bids and certify that all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the Project area, have been removed from the proposed right of way, or will be removed prior to the start of construction, in accordance with The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended; 49 CFR 24.102 Basic Acquisition Policies; 49 CFR 24.4 Assurances, Monitoring and Corrective Action, parts (a) & (b) and ADOT Right of Way Procedures Manual: 8.02 Responsibilities, 8.03 Prime Functions, 9.06 Monitoring Process and 9.07 Certification of Compliance. Coordinate with the State's Right of Way personnel during any right of way process performed by the County, if applicable.
 - e. Not permit or allow any encroachments upon or private use of the public right of way, except those authorized by permit. Coordinate all authorized permits with ADOT prior to construction. In the event of any unauthorized encroachment or improper use, the County shall take all necessary steps to remove or prevent any such encroachment or use.

- f. Automatically grant to the State, by execution of this Agreement, its agents and/or contractors, without cost, the temporary right to enter County rights of way, as required, to conduct any and all construction and preconstruction related activities for the Project, on, to and over said County rights of way. This temporary right will expire with completion of the Project.
- g. Investigate and document utilities within the Project limits; submit findings to ADOT determining prior rights or no prior rights; approve an easement within the final right of way to re-establish the prior right location for those utilities with prior rights.
- h. In coordination with the State and throughout the construction phase of the Project, inspect all Project improvements that the County will own, operate and maintain within the County's right of way, shown on Exhibit B. Be responsible for any and all future repairs, modifications, maintenance, and damages to the Project in the County's right of way. After final inspection and acceptance of the Project, assume ownership, operation, and maintenance responsibilities, associated with the Project in the County's right of way.
- i. Provide perpetual access control to the State, as shown in Exhibits A and B.

III. MISCELLANEOUS PROVISIONS

1. **Effective Date.** This Agreement shall become effective upon signing and dating of all Parties.
2. **Amendments.** Any change or modification to this Agreement will only occur with the mutual written consent of both Parties.
3. **Duration.** The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of the Project. Any provisions for maintenance shall be perpetual, unless assumed by another competent entity.
4. **Cancellation.** This Agreement may be cancelled at any time up to 30 days before the award of the Project's contract, so long as the cancelling Party provides at least 30 days' prior written notice to the other Party. It is understood and agreed that, in the event the County terminates this Agreement, the County shall be responsible for all costs incurred by the State up to the time of termination. It is further understood and agreed that in the event the County terminates this Agreement, the State shall in no way be obligated to complete or maintain the Project.
5. **Indemnification.** To the extent permitted by law, the County shall indemnify, defend, and hold harmless the State, any of its departments, agencies, officers or employees (collectively referred to in this paragraph as the "State") from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including reasonable attorneys' fees and/or litigation expenses (collectively referred to in this paragraph as the "Claims"), which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, to the extent caused by, arising out of, or contributed to, by reasons of any alleged act, omission, professional error, fault, mistake, or negligence of the County, its employees, officers, directors, agents,

representatives, or contractors, their employees, agents, or representatives in connection with or incident to the performance of this Agreement. The County's obligations under this paragraph shall not extend to any Claims to the extent caused by the negligence of the State, except the obligation does apply to any negligence of the County which may be legally imputed to the State by virtue of the State's ownership or possession of land. The County's obligations under this paragraph shall survive the termination of this Agreement.

6. Third-Party Indemnification. The State shall include Section 107.13 of the 2021 version of the Arizona Department of Transportation Standard Specifications for Road and Bridge Construction, incorporated into this Agreement by reference, in the State's contract with any and all contractors, of which the County shall be specifically named as a third-party beneficiary.
7. Termination of Federal Funding. Should the federal funding related to the Projects be terminated or reduced by the federal government, or Congress rescinds, fails to renew, or otherwise reduces apportionments or obligation authority, the State shall in no way be obligated for funding or liable for any past, current or future expenses under this Agreement.
8. Indirect Costs. The cost of the Project under this Agreement includes indirect costs approved by the FHWA, as applicable.
9. Federal Funding Accountability and Transparency Act. The Parties warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the County shall provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.
10. Title VI. The County acknowledges and will comply with Title VI of the Civil Rights Act Of 1964.
11. Governing Law. This Agreement shall be governed by and construed in accordance with Arizona laws.
12. Conflicts of Interest. This Agreement may be cancelled in accordance with A.R.S. § 38-511.
13. Inspection and Audit. The County shall retain all books, accounts, reports, files and other records relating to the Agreement which shall be subject at all reasonable times to inspection and audit by the State for five years after completion of the Project. Such records shall be produced by the County, electronically or at the State office as set forth in this Agreement, at the request of ADOT.
14. Non-Discrimination. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36. The Parties to this Agreement shall comply with Executive Order Number 2009-09 issued by the Governor of the State of Arizona and incorporated by reference regarding "Non-Discrimination."

15. **Non-Availability of Funds.** Every obligation of the Parties under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by either Party at the end of the period for which the funds are available. No liability shall accrue to the Parties in the event this provision is exercised, and the Parties shall not be obligated or liable for any future payments as a result of termination under this paragraph.
16. **Arbitration.** In the event of any controversy, which may arise out of this Agreement, the Parties agree to abide by arbitration as is set forth for public works contracts if required by A.R.S. § 12-1518.
17. **E-Verify.** The Parties shall comply with the applicable requirements of A.R.S. § 41-4401.
18. **Anti-Israel Boycott Act.** The Parties shall certify that all contractors comply with the applicable requirements of A.R.S. §35-393.01.
19. **Other Applicable Laws.** The Parties shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.
20. **Notices.** All notices or demands upon any Party to this Agreement shall be in writing and shall be delivered electronically, in person, or sent by mail, addressed as follows:

For Agreement Administration:

Arizona Department of Transportation
Joint Project Agreement Group
205 S. 17th Avenue, Mail Drop 637E
Phoenix, AZ 85007
JPABranch@azdot.gov

Pima County
Attn: Nancy Cole
201 N. Stone Avenue, 5th Floor
Tucson, AZ 85701
520.724.6312
Nancy.Cole@pima.gov

For Project Administration:

Arizona Department of Transportation
Project Management Group
205 S. 17th Avenue, Mail Drop 614E
Phoenix, AZ 85007
PMG@azdot.gov

Pima County
Attn: Nancy Cole
201 N. Stone Avenue, 5th Floor
Tucson, AZ 85701
520.724.6312
Nancy.Cole@pima.gov

21. **Revisions to Contacts.** Any revisions to the names and addresses above may be updated administratively by either Party and shall be in writing.
 22. **Legal Counsel Approval.** 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 Agreement and that the Agreement is in proper form is set forth below.
-

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective upon the signing and dating of all Parties.

PIMA COUNTY

By _____ Date _____

Chair, Board of Supervisors

ATTEST:

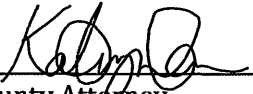
By _____ Date _____

Clerk of the Board

I have reviewed the above referenced Intergovernmental 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 Agreement 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 Agreement.

Approved as to Form:

By  Date March 17, 2022
County Attorney

ARIZONA DEPARTMENT OF TRANSPORTATION

By _____ Date _____

STEVE BOSCHEN, PE

Division Director, Infrastructure Delivery and Operations Division

By _____ Date _____

BRENT A. CAIN, PE

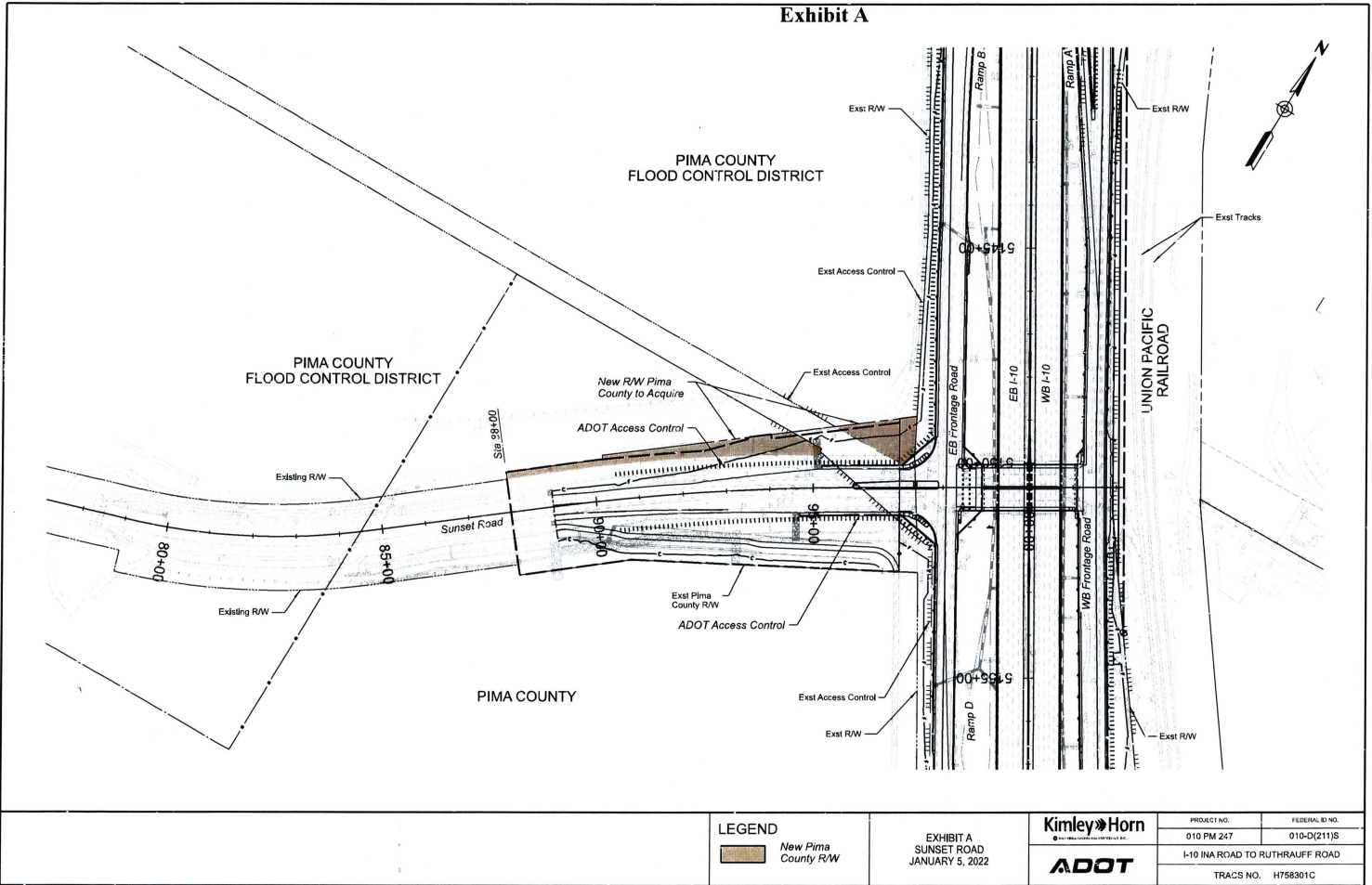
Division Director, Transportation Systems Management and Operations Division

A.G. Contract No. P001 2022 000154 (ADOT IGA 21-0008234-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 _____

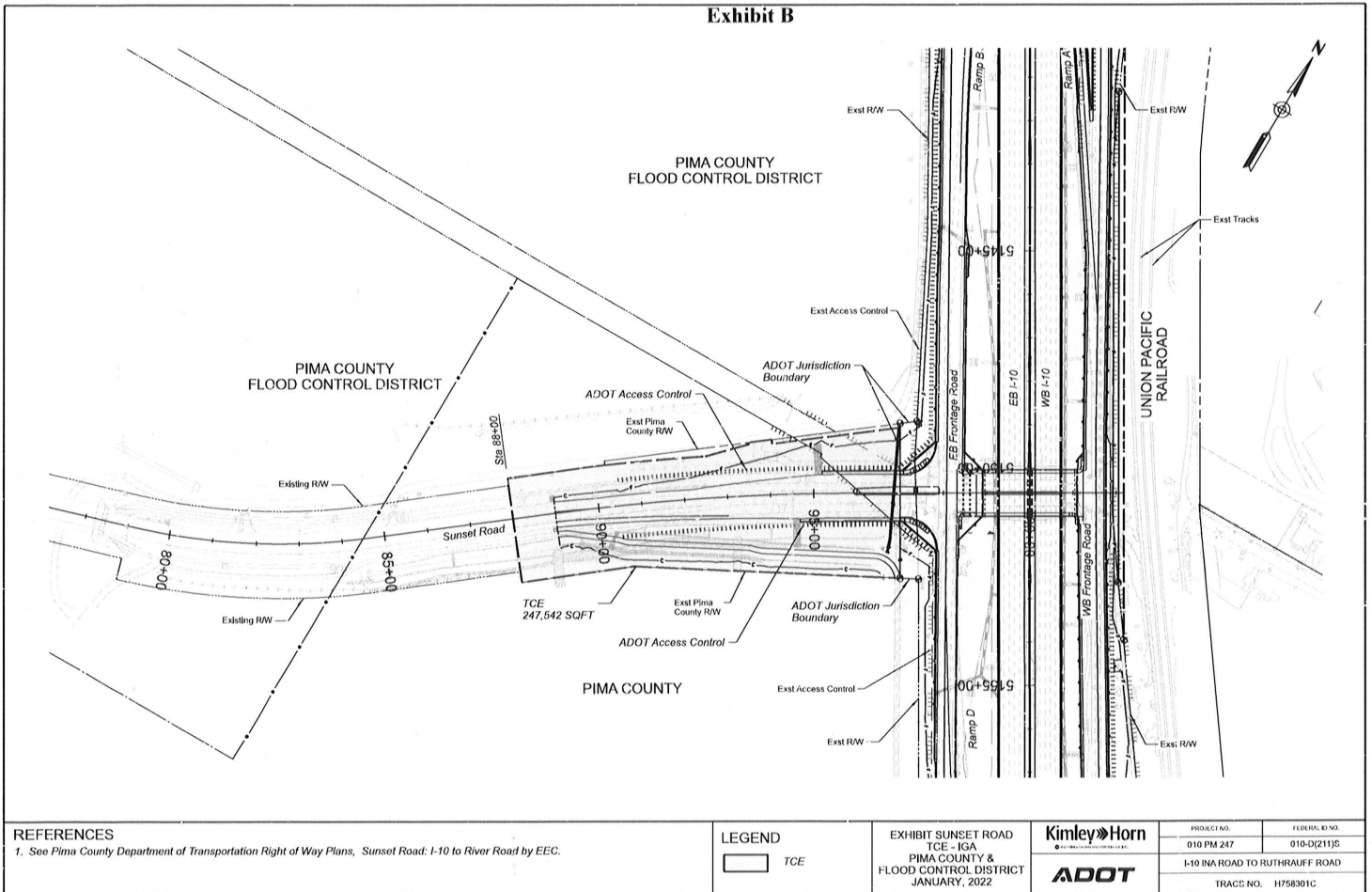
Assistant Attorney General

Exhibit A



IGA 21-0008234-I

Exhibit B



REFERENCES

1. See Pima County Department of Transportation Right of Way Plans, Sunset Road: I-10 to River Road by EEC.

LEGEND

TCE

EXHIBIT SUNSET ROAD
TCE - IGA
PIMA COUNTY &
FLOOD CONTROL DISTRICT
JANUARY, 2022

Kimley-Horn
CONSULTING ENGINEERS, INC.
ADOT

PROJECT NO.	FEDERAL AID NO.
010 PM 247	010-D(211)S
I-10 INA ROAD TO RUTHRAUFF ROAD	
TRACE NO. H758301C	

