



## **BOARD OF SUPERVISORS AGENDA ITEM REPORT**

### **CONTRACTS / AWARDS / GRANTS**

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 1/8/2019

\* = Mandatory, information must be provided

or Procurement Director Award ☐

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

State of Arizona Department of Transportation (ADOT)

**\*Project Title/Description:**

Intergovernmental Agreement between ADOT and Pima County for Bridge Inspections

**\*Purpose:**

Allow ADOT to inspect National Bridge Inventory (NBI) inventoried bridges owned by Pima County according to National Bridge Inspection Standards (NBIS). ADOT will cover the entire cost of County bridge inspections. Currently, Pima County is covering a part of the cost of bridge inspections. This transfer provides an opportunity for the County to allocate resources to other needs without any anticipated reduction of service. Yuma County recently transferred their inspection program to ADOT. Reports are that it has gone well.

**\*Procurement Method:**

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

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

Bridges will be inspected according to NBIS and any repairs needed will be identified to Pima County.

**\*Public Benefit:**

There will be consistent bridge inspection methodologies used throughout the entire State of Arizona.

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

ADOT will record the updated Bridge inspection data in the ADOT databases and will transmit them annually to the Federal Highway Administration

**\*Retroactive:**

No

TO: COB 12-18-18 (2)  
pgs.: 7  
vers.: 1

**Contract / Award Information**

Document Type: CTN Department Code: TR Contract Number (i.e., 15-123): 19\*103  
Effective Date: 1/8/2019 Termination Date: 1/7/2044 Prior Contract Number (Synergen/CMS):  
☐ Expense Amount: \$\* ☒ Revenue Amount: \$ 0.0

**\*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: Seth Chalmers (Return contracts back to Michelle Guardado 724-2663)

Department: Transportation Telephone:

Department Director Signature/Date: *Am M. Alvarez* 12/17/18

Deputy County Administrator Signature/Date: *[Signature]* 12/17/18

County Administrator Signature/Date: *C. R. [Signature]* 12/17/18

(Required for Board Agenda/Addendum Items)

<b>CONTRACT</b>	
<b>NO.</b>	<u>CTN-TR-19-103</u>
<b>AMENDMENT NO.</b>	_____
This number must appear on all invoices, correspondence and documents pertaining to this contract.	

ADOT CAR No.: IGA 18-0007071-1  
AG Contract No.: P0012018002744  
Project Name: Bridge Inspection  
**ADOT Project No.: MAINTAGR**  
**CFDA No.: 20.205 - Highway Planning  
and Construction**  
**Budget Source Item No.: 714XX**

## **INTERGOVERNMENTAL AGREEMENT**

BETWEEN  
THE STATE OF ARIZONA  
AND  
PIMA COUNTY

**THIS 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") and PIMA COUNTY, acting by and through its CHAIRMAN and BOARD OF SUPERVISORS (the "County"). The State and the County are collectively referred to as "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. By order of 23 United States Code 151, the Federal Highway Administration (FHWA) in coordination with the American Association of State Highway and Transportation Officials (AASHTO) has implemented bridge inspection standards under 23 Code of Federal Regulations 650 subpart C, the National Bridge Inspection Standards (NBIS). The NBIS requires that the State must inspect, or cause to be inspected, all highway bridges located on public roads, with some exceptions. The NBIS outlines requirements for inspection frequency and procedures that each State must follow, including routine, in-depth, underwater and fracture critical member inspections, load rating, and scour plans of action. Compliance with the NBIS is a required component in order to be eligible for federal-aid funding.
4. A local agency has the authority to perform NBIS inspection on its Public bridges. Currently, some local agencies throughout the State perform such inspections and are required to comply with NBIS. This agreement does not preclude a local agency from requesting to perform NBIS inspections on its public bridges.
5. The Parties wish to promote consistent inspection methodologies throughout the State.
6. The State will use federal-aid to cover the cost of the County bridge inspections. Federal-aid funds used by the State shall not be drawn from federal funds appropriated to the County either by this Agreement or by other administrative means without approval by the County.

7. The State and the County wish to enter into an agreement whereby the County authorizes the State to perform NBIS inspections on bridges owned or controlled by the County.

**THEREFORE**, in consideration of the mutual terms expressed in this Agreement, it is agreed as follows:

---

## **II. DEFINITIONS**

**Bridge:**

A structure including supports erected over a depression or an obstruction, such as water, highway, or railway, and having a track or passageway for carrying traffic or other moving loads, and having an opening measured along the center of the roadway of more than 20 feet between undercopings of abutments or spring lines of arches, or extreme ends of openings for multiple boxes; it may also include multiple pipes, where the clear distance between the openings is less than half of the smaller contiguous opening.

**National Bridge Inspection Standards (NBIS):**

Federal regulations in 23 CFR Part 650, Subpart C establishing requirements for inspection procedures, frequency of inspections, qualifications of personnel, inspection reports, and preparation and maintenance of a State bridge inventory. The NBIS apply to all structures defined as bridges located on all public roads.

**Public Road:**

Any road under the jurisdiction of and maintained by a public authority and open to public travel.

## **III. SCOPE OF WORK**

1. The State will:
  - a. After receiving the request from the County, inspect NBI inventoried bridges owned by the County for routine inspections and special inspections according to the NBIS.
  - b. Communicate with the County on a timely basis and inform the County of the start date of the bridge inspection; and offer to meet with the designated representatives of the County to discuss the inspection.
  - c. Forward the copies of completed bridge inspection report documents to the County in a timely manner, if other activities are undertaken by the State, forward the copies of the relevant documents generated for these tasks to the County.
  - d. Record the updated Bridge Inspection data in the ADOT database and transmit annually to the Federal Highway Administration (FHWA).

- e. Cover the fees and time associated with all permit and rights of entry onto railroad right-of-way and/or Central Arizona Project (CAP) right-of-way, and any and all other permits as needed.
  - f. Provide traffic control as required by local jurisdictions, provide boat access and safety equipment during waterway bridge inspections, provide for rope access as acquired for in-depth inspections, and schedule "Snooper" or bucket trucks if applicable and as needed.
  - g. Not be responsible for carrying out any recommended maintenance or repair activities for County bridges.
  - h. Immediately notify the County of any emergency repairs or maintenance.
2. The County will:
- a. Allow and authorize the State to inspect NBI inventoried bridges owned by the County according to NBIS.
  - b. Provide the State all the necessary relevant information and documents such as copies of bridge plans, Bridge Load rating data, average daily traffic counts, known deficiencies of the existing structures and additions/deletions to its bridge inventory.
  - c. County is responsible to perform damage inspection in a timely manner and submit damage inspection report and assessment report to State for data update. If the damage is qualified as Critical Finding, the county needs to follow the guidelines of critical finding procedures.
  - d. Notify the State of all new or existing structures that may meet the NBIS Bridge definition. Also, notify the State of removal, transfer, or change of ownership for any bridge subject to the NBIS.
  - e. Be responsible for all costs incurred in performing maintenance and repair of County owned bridges. Once the County performs the recommended repair work, forward the information and the completion date to the State.
  - f. Certify that all necessary rights-of-way have been or will be acquired prior to bridge inspections and also certify that all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the inspection area, shall be removed from the proposed right-of-way, or will be removed prior to the start of inspections, 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 appropriate State's Right-of-Way personnel during any right-of-way process performed by the County, if applicable.
  - g. Not permit or allow any encroachments upon or private use of the right-of-way, except those authorized by permit. 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.

- h. 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 bridge inspection related activities for the inspections, on, to and over said County rights-of-way. This temporary right will expire with completion of the bridge inspection.

#### **IV. MISCELLANEOUS PROVISIONS**

1. This Agreement shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.
2. The State may carry out its activities under this Agreement through consultants.
3. The State will not carry out any maintenance or repair activities for County bridges.
4. At its own discretion, the County may accompany the State or Consultant bridge inspection team to the bridge site and actively participate in the inspection or be an observer.
5. The County may obtain a second opinion at the County's expense whenever it does not agree with the State's findings and recommendations for bridge maintenance or repairs. A second opinion shall be obtained by hiring qualified bridge inspection engineers to perform an inspection per NBIS and accepted bridge inspection procedures and practices and submit the completed bridge inspection documents to the State for review and acceptance. The State will make a final recommendation.
6. The Parties to this Agreement agree that neither party shall be indemnified or held harmless by the other party. However, the Parties further agree that each party shall be responsible for its own negligence. Neither the State, nor any of its officers, employees, or contractors shall be liable for any damage occurring to the County structure nor liability for any damages liability to third party unless the State or its officers, employees, or contractors cause the damages.
7. This Agreement is in full force and effect for 25 years from the effective date, unless this Agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. Prior to the expiration of the 25 year period, the Parties may mutually agree to a 25 year extension by entering into an amendment to this Agreement.
8. Either Party may terminate this Agreement upon 30 days written notice.
9. The County acknowledges and will comply with Title VI of the Civil Rights Act Of 1964.
10. This Agreement shall be governed by and construed in accordance with Arizona laws.
11. This Agreement may be cancelled in accordance with A.R.S. § 38-511.

12. To the extent applicable under law, the provisions set forth in A.R.S. §§ 35-214 and 35-215 shall apply to this Agreement.
13. 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 herein by reference regarding "Non-Discrimination".
14. **Non-Availability of Funds:** Every obligation of the State 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 the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.
15. 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.
16. The Parties shall comply with the applicable requirements of A.R.S. § 41-4401.
17. The Parties shall certify that all contractors comply with the applicable requirements of A.R.S. §35-393.01.
18. The Parties shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.
19. 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:

**For Agreement Administration:**

Arizona Department of Transportation  
 Joint Project Agreement Section  
 205 S. 17<sup>th</sup> Avenue, Mail Drop 637E  
 Phoenix, Arizona 85007  
[JPABranch@azdot.gov](mailto:JPABranch@azdot.gov)

Pima County DOT  
 Attn: Jim Cunningham, PE  
 201 N. Stone, 4<sup>th</sup> Floor  
 Tucson, AZ 85701-1207  
 520.724.7814

**For Program Administration:**

Infrastructure Delivery and Operations  
 Bridge Group  
 205 S. 17<sup>th</sup> Ave, Mail Drop 613E  
 Phoenix, AZ 85007  
[BridgeMail@azdot.gov](mailto:BridgeMail@azdot.gov)

Pima County DOT  
 Attn: David M. Zaleski, PE, SE  
 1313 S. Mission Road  
 Tucson, AZ 85713  
 520.724.6467

20. In accordance with A.R.S. § 11-952 (D) attached and incorporated in this Agreement 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.

**PIMA COUNTY**

**STATE OF ARIZONA**

Department of Transportation

By \_\_\_\_\_

Chairman, Board of Supervisors

By \_\_\_\_\_

**STEVE BOSCHEN, PE**

Division Director

**ATTEST:**

By \_\_\_\_\_

Clerk of the Board




**ATTORNEY APPROVAL FORM FOR PIMA COUNTY**

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 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.

DATED this 13<sup>th</sup> day of December, 2018.

                      KELL OLSON  
County Attorney