

ADOT CAR No.: IGA 18-0007072-1
AG Contract No.: P0012018003196
Project Name: Bridge Inspection
Authorization

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION

THIS AGREEMENT is entered into this date December 12, 2018, pursuant to the Arizona Revised Statutes §§ 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 COUNTY OF MARICOPA, a political subdivision of the State of Arizona (the "County"). The State and the County are collectively referred to as "Parties".

I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 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. Section 11-251 and Sections 28-6701 *et. seq.* to lay out, maintain, control and manage public roads within the County. A.R.S. Section 11-951 *et. seq.* authorizes the County to enter into Intergovernmental Agreements for the provision of services or for joint or cooperative action.
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.
4. The State will allow and authorize the County to perform NBIS inspections on bridges owned or controlled by the County. The County is responsible for all costs associated with the bridge inspections. The County may choose to use eligible federal funds subject to federal regulations.
5. The Parties wish to promote consistent inspection methodologies throughout the State.

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. Allow and authorize the County to inspect County owned bridges in accordance with the NBIS and ADOT's Bridge Inspection Guidelines.
- b. Provide the County access to the State's BrM software to record updated Bridge Inspection data for transmittal to the FHWA.
- c. Confirm, per established procedures of the State's District Permits Offices, that the County has valid annual countywide blanket encroachment permits on file for routine/minor maintenance, emergency maintenance work, and bridge inspections to be conducted by the County within the State's rights-of-way. Agree that any new construction or installation shall require a separate encroachment permit through the State's District Permits Office. Review insurance coverage documentation after receipt from the County and shall issue those encroachment permits in accordance with established regulations and procedures based on scope of work.
- d. Utilize bridge data submitted by the County to fulfill the Federal requirements for National Performance Management Measures (23 CFR 490) and to develop and implement an Asset Management Plan (23 CFR 515).

2. The County will:

- a. Be responsible to inspect County owned bridges in accordance with the NBIS and ADOT's Bridge Inspection Guidelines.

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- b. Maintain, and follow requirements of valid annual countywide blanket encroachment permits for routine/minor maintenance, emergency maintenance work, and the bridge inspections conducted by the County within the State's rights-of-way. Any new construction or installation shall require a separate encroachment permit as per the State's established procedures, which may be obtained through the State's District Permits Offices. Notify the State's District Permit Office of any emergency maintenance work affecting the State right-of-way.
- c. Be responsible for all costs incurred in performing and accomplishing the work as set forth in this Agreement.
- d. Input completed bridge inspections into the State's BrM software in a timely manner, following the criteria, as set forth below:
 - i. NBI data shall be in accordance with FHWA prescribed format. Error checking and correction must be done prior to notifying the State of completion of BrM entry.
 - ii. NBI Bridge Elements shall be in accordance with the AASHTO Manual for Bridge Element Inspection, 2013 Edition or later, as required by FHWA for all bridge inspections performed as of October 1, 2014 and thereafter.
 - iii. Digital Photographs shall be labeled and linked in BrM.
 - iv. Digital As-Built Construction Plans shall be linked in BrM.
 - v. Digital Channel Profile/Clearance Diagram, if applicable, shall be linked in BrM.
 - vi. Bridge locations shall be corrected, as necessary, using BrM Mapping feature.
 - vii. Repair/Maintenance items shall be created in BrM.
- e. Provide the State all the necessary relevant information and documents such as copies of bridge plans, average daily traffic counts, known deficiencies of the existing structures and additions/deletions to its bridge inventory.
- f. 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.
- g. Provide traffic control during the bridge inspections; as required and outlined under specifications of the blanket encroachment permits.
- h. Be responsible for all costs incurred in performing maintenance and repair of County owned bridges. Once the County performs any necessary repair work, forward the information and the completion date to the State.
- i. Be responsible for maintaining the bridge file in accordance with the NBIS for all County owned bridges.

IV. MISCELLANEOUS PROVISIONS

1. This Agreement shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

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2. 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, except for the provisions for termination or cancellation in the Agreement. 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.
3. Either Party may terminate this Agreement upon 30 days written notice for either of the following reasons.
 - a. The County is unable to perform bridge inspection to NBIS due to County resources and budget.
 - b. The County fails to comply with NBIS.In the event this Agreement is terminated, the State will perform inspection responsibilities on behalf of the County.
4. 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.
5. The County acknowledges and will comply with Title VI of the Civil Rights Act Of 1964.
6. This Agreement shall be governed by and construed in accordance with Arizona laws.
7. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.
8. To the extent applicable under law, the provisions set forth in A.R.S. §§ 35-214 and 35-215 shall apply to this Agreement.
9. 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 in this Agreement by reference regarding "Non-Discrimination".
10. Non-Availability of Funds: Every obligation of each Party 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

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Agreement, this Agreement may be terminated by either Party at the end of the period for which the funds are available.

11. 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.
12. The Parties shall comply with the applicable requirements of A.R.S. § 41-4401.
13. The Parties shall certify that all contractors comply with the applicable requirements of A.R.S. §35-393.01.
14. The Parties shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.
15. 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. 17th Avenue, Mail Drop 637E
Phoenix, Arizona 85007
JPABranch@azdot.gov

Maricopa County DOT
Intergovernmental Relations
Attn: Gail H. Chimel
2901 W. Durango Street
Phoenix, Arizona 85009
Phone: 602-506-1795
GailChimel@mail.maricopa.gov

For Program Administration:

Infrastructure Delivery and Operations
Bridge Group
205 S. 17th Ave, Mail Drop 613E
Phoenix, Arizona 85007
BridgeMail@azdot.gov

Maricopa County DOT
Structure Engineering Branch
Attn: Jimmy Camp
2901 W. Durango Street
Phoenix, Arizona 85009
Phone: 602-506-4880
JimmyCamp@mail.maricopa.gov

16. 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.
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IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

MARICOPA COUNTY
Department of Transportation

By 
JENNIFER TOTH, PE
Transportation Director

STATE OF ARIZONA
Department of Transportation

DocuSigned by:
By 
STEVE BUSCHEN, PE
Division Director

Approved and accepted by:

By 
STEVE CHUCRI
Chairman, Board of Supervisors

Attested by:

By  NOV 28 2018
FRAN MCCARROLL
Clerk of the Board

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ATTORNEY APPROVAL FORM FOR MARICOPA COUNTY

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and MARICOPA COUNTY, an agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes §§ 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 20th day of November, 2018.


Deputy County Attorney



MARK BRNOVICH
ATTORNEY GENERAL

OFFICE OF THE ARIZONA ATTORNEY GENERAL
STATE GOVERNMENT DIVISION /
TRANSPORTATION SECTION

DAWN NORTHUP
DIVISION CHIEF COUNSEL
Eli D. Golob
ASSISTANT ATTORNEY GENERAL
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E-MAIL: ELI.GOLOB@AZAG.GOV

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. P0012018003196 (ADOT IGA/JPA 18-0007072-I), an Agreement between public agencies, the State of Arizona and Maricopa County Department of Transportation, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and 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.

DATED: December 12, 2018

MARK BRNOVICH
Attorney General

ELI D. GOLOB
Assistant Attorney General
Transportation Section

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