

**INTERGOVERNMENTAL AGREEMENT BETWEEN
SAHUARITA UNIFIED SCHOOL DISTRICT NO. 30 AND
TOWN OF SAHUARITA FOR TRAFFIC LIGHT INSTALLATION PROJECT DESIGN
COST SHARING**

This Intergovernmental Agreement (“Agreement”) entered into this ____ day of ____, 2024, by and between the Town of Sahuarita, a municipal corporation of the State of Arizona, (“Town”), and Sahuarita Unified School District No. 30, an Arizona unified school district (“District”) pursuant to A.R.S. § 11-952.

RECITALS

WHEREAS, the Town and the District desire to enter into this intergovernmental agreement on behalf of their respective operations; and

WHEREAS, the District is a public school district of the State of Arizona and is authorized to enter into this agreement pursuant to A.R.S. § 11-951, *et. seq.*, and A.R.S. § 15-342; and

WHEREAS, the Town and the District desire that a traffic signal on Sahuarita Road at the entrance to Walden Grove High School driveway, which work is more particularly described on Exhibit A attached hereto and made a part hereof by this reference (the “Project”); and

WHEREAS, the Town will handle procurement, contracting, and project management aspects and the District will contribute a sum to assist in financing the design of the Project as set forth below; and

WHEREAS, the Town and the District intend in good faith to enter into a separate agreement to share the costs of construction and installation of the Project.

NOW, THEREFORE, in consideration of the mutual representations and covenants set forth herein, the Parties hereby agree as follows:

1. **Town’s Obligations Related to the Project.** The Town shall handle all procurement, contracting, and project management aspects related to the Project.

2. **District’s Obligations Related to the Project.** When the School Facilities Board approves the funding, the District shall contribute Twenty-Four Thousand Nine Hundred and Seven Dollars and Eighty-Five Cents (\$24,907.85) toward the design of the Project. A separate cost sharing Agreement will be entered into between the Town and the District for costs related to the construction and installation of the Project.

3. **Relationship of Parties.**

A. The Town shall have the status of an independent contractor for purposes of this Agreement. This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind between the parties, and the rights and obligations of the parties shall only be those

expressly set forth in this Agreement.

4. **Costs and Payment.** The District agrees to pay the Town up to \$24,907.85 upon completion of the design of the Project and within thirty (30) days of receipt of a written request from the Town for payment. A separate cost sharing Agreement will be entered into between the Town and the District for costs related to the construction and installation of the Project.

5. **Counterparts.** This Agreement may be executed in one or more counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one Agreement.

6. **Entire Agreement; Modification.** This Agreement constitutes the full and complete understanding and agreement of the parties. It supersedes and replaces any and all previous representations, understandings, and agreements, written or oral, relating to its subject matter. There shall be no oral alteration or modification of this Agreement; this Agreement and its terms may not be modified or changed except in writing signed by both parties.

7. **Notices.** Formal notices, demands and communication between the Town and the District shall be deemed sufficiently given if hand delivered or dispatched by mail, return receipt requested, postage prepaid, and addressed as follows:

TOWN:

Town of Sahuarita
375 W. Sahuarita Center Way
Sahuarita, Arizona 85629
Attn: Town Manager

With a copy to:

Sahuarita Town Attorney
375 W. Sahuarita Center Way
Sahuarita, Arizona 85629
Attn: Jon Paladini, Esq.

DISTRICT:

Sahuarita Unified School District
350 W. Sahuarita Road
Sahuarita, Arizona 85629

With a copy to:

Deconcini McDonald Yetwin & Lacy, P.C.
2525 E. Broadway Blvd., #200
Tucson, Arizona 85716
Attn: Spencer Smith

8. **Legal Worker Requirements.** The parties warrant their respective compliance with all federal immigration laws and regulations relating to their respective employees and each party respectively warrants its respective compliance with A.R.S. § 23-214, subsection A. Any breach of the warranties under this paragraph will be deemed a material breach of the Agreement

and is subject to penalties up to and including termination of the Agreement.

9. **Resolution of Disputes.** In the event a dispute for any reason arises and pursuant to A.R.S. § 15-154(F), the parties shall meet and discuss within three (3) business days. Any dispute not resolved by mutual agreement of the parties shall be decided in accordance with the applicable Arizona laws.

10. **Cancellation.** The Town and the District acknowledge that this Agreement is subject to cancellation by either party pursuant to the provisions of A.R.S. § 38-511.

11. **Non-appropriation.** Each party recognizes that the performance by either party under this Agreement may be dependent upon the appropriation of funds to or by that party. Should either party fail to appropriate the necessary funds, that party may terminate this Agreement as stated herein without further duty or obligation. Each party agrees to give notice to the other party as soon as reasonably possible after the unavailability of funds comes to the party's attention.

12. **Compliance with Applicable Laws.** Each party shall comply with all applicable laws, ordinances, Executive Orders, rules, regulations, standards, and codes of federal, state, and local governments whether or not specifically referenced in this Agreement.

13. **Indemnification.** Each party (as "Indemnitor") agrees to the extent permissible under Arizona law to indemnify, defend, and hold harmless the other party (as "Indemnatee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorneys' fees) (collectively referred to as "Claims") arising out of bodily injury of any person, including death, or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnatee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers arising out of the activities under this Agreement.

14. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

IN WITNESS WHEREOF, the Parties hereto have severally given their respective consents authorized by law and the Parties hereto have executed this Agreement by and through their respective officers duly authorized.

TOWN OF SAHUARITA, ARIZONA,
a municipal corporation,

By _____
Mayor Tom Murphy

APPROVED AS TO FORM:

ATTEST:

By _____
Jon Paladini, Town Attorney

By _____
Lisa Cole, Town Clerk

SAHUARITA UNIFIED SCHOOL
DISTRICT NO. 30

By _____
Manuel O. Valenzuela, Ed.D.
Superintendent

ATTEST:

Betsy Palacios, District Assistant

Intergovernmental Agreement Determination

The foregoing Intergovernmental Agreement between the Town of Sahuarita and Sahuarita Unified School District No. 30 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 Intergovernmental Agreement represented by the undersigned.

TOWN OF SAHUARITA:

By _____
Jon Paladini, Town Attorney

SAHUARITA UNIFIED SCHOOL DISTRICT
NO. 30:

By _____
Gary Urman, Attorney for the District

EXHIBIT A

PROJECT SCOPE OF WORK

Technical Scope of Work: Installation of a Traffic Signal on Sahuarita Road at the intersection of Sahuarita Road at Delgado Street and Sahuarita Park Road. Walden Grove High School

Project Overview: This project will result in the installation of a traffic signal located on Sahuarita Road at the intersection of Sahuarita Park Road and Delgado Road, colloquially referred to as the entrance to Walden Grove High School. The traffic signal will be constructed with protected-permissive left turn indications utilizing flashing yellow arrows for permissive turn movements. The traffic signal will operate with protected-only left turn movements during days and times of day that students are expected to be entering and exiting the school property.

A 2024 traffic study found that three traffic signal warrants specified in the Manual on Uniform Traffic Control Devices are met at this location. The Town of Sahuarita's on-call traffic engineering firm and the Town Engineer concur that the installation of a traffic signal at this location will improve safety for all area travelers, particularly vulnerable road users.

Scope: This project includes the design, procurement, construction, and inspection of a fully functional traffic signal. The project shall consist of three phases which, in the interest of timeliness, will be conducted simultaneously insofar as practicable.

The traffic signal design phase will include the following deliverables:

- Project plans at the 90%, 100% stages and Signed/Sealed plans.
- Engineer's cost estimate at each submittal stage and with Signed/Sealed plans.
- Electronic plans (AutoCAD or PDF) at the Signed/Sealed stage.
- Traffic signal timing memorandum, Draft (at 90%) and Final (at 100%).

The procurement phase will include the specification and procurement of traffic signal equipment including but not limited to poles, mast arms, signal heads, pedestrian stations, vehicle detection systems, emergency vehicle preemption systems, signal controllers, battery backup systems, foundations, cables, communications systems, and all other appurtenances necessary for a complete and functional traffic signal.

The construction phase will consist of the installation, construction, and inspection of the traffic signal as designed utilizing industry best practices and in accordance with state, federal, and local regulations.

NOTE: This Agreement covers only the Design Costs. A separate Cost Sharing Agreement will need to be entered into between the Town and the District for costs related to the construction of the project.

February 14, 2024

Paul Burton, TSOS, RSP1
Traffic Signal Operations Manager
Town of Sahuarita
375 W Sahuarita Center Way
Sahuarita, AZ 85629

Subject: Proposal for Sahuarita Rd/Sahuarita Park Rd/Delgado Rd Traffic Signal Design
Psomas Project #7SAH240101

Dear Paul:

Per your request, Psomas has prepared the attached scope and fee proposal for the design of a new traffic signal at the intersection of Sahuarita Rd/Sahuarita Park Rd/Delgado Dr. This intersection is located on Sahuarita Road, east of Nogales Highway and south of the Walden Grove High School.

If you have any questions concerning the proposal, please do not hesitate to give me a call at (520) 690-7824. We appreciate the opportunity to provide our services to the Town of Sahuarita.

Respectfully Submitted,
Psomas



Joseph A. Vaskovic, PE, PTOE, RSP1
Project Manager
joseph.vaskovic@psomas.com

SCOPE OF WORK

DESIGN OF TRAFFIC SIGNAL AT SAHUARITA RD/SAHUARITA PARK RD/DELGADO RD INTERSECTION

OVERVIEW

The purpose of this project is to develop design plans to construct a traffic signal at the Sahuarita Rd/Sahuarita Park Rd/Delgado Rd intersection for the Town of Sahuarita (Town). This intersection is located on Sahuarita Rd, east of Nogales Hwy and south of the Walden Grove High School. The intersection was recently reconstructed with Sahuarita Road being four lanes with left turn lanes to Sahuarita Park Rd and Delgado Rd, single lane approach on Delgado Rd, and a southbound left turn lane on Sahuarita Park Rd. Conduit and pull boxes were installed at the intersection in anticipation of future signalization along with curb access ramps to cross all the approaches. The speed limit on Sahuarita Rd is 45 mph. Both Sahuarita Park Rd and Delgado Rd are currently Stop Sign controlled. Psomas had recently completed a Traffic Warrant Study of this intersection for the Town and found that traffic signal warrants are met.



Figure 1 – Location Map of Sahuarita Rd/Sahuarita Park Rd/Delgado Rd intersection

The primary design features of the new traffic signal will include:

- New traffic control cabinet, signal poles and foundations, signal heads, pedestrian push buttons, and LED luminaires.
- Video detection using two Miovision 360-degree cameras

- Tomar Opticom Pre-Emption, per approach
- New pavement markings for pedestrian crosswalks.
- Supporting signage and pavement markings for the traffic signal.
- Roadway lighting associated with traffic signal poles to supplement the existing (3) light poles at the intersection.

The new traffic signal design is anticipated to be completed in the summer of 2024 with construction anticipated in FY 2025 which begins in July 2024.

PROJECT TASKS

78001. Project Administration

During the design of the project, Psomas (Consultant) will meet periodically with the Town to discuss design progress. These meetings will be attended by the Psomas Project Manager and one other team member. It is assumed that there will be 4 meetings: kickoff/field visit, a meeting prior to the 90% submittal, a 90% comment resolution meeting, and a meeting prior to the Signed/Sealed plan submittal. In addition, miscellaneous coordination is anticipated with the Town either through phone calls or e-mails.

This task item also includes clerical tasks such as invoicing, progress reports, and contract setup/closeout.

70000. Quality Control

This task will ensure that deliverables to the Town have been prepared by responsible personnel, meet technical review requirements, and satisfy the intent of this scope of work. Technical reviews of items such as signal/signing/stripping design are part of this task and will be completed prior to each submittal.

70001. Data Gathering

Psomas will obtain and review assessor maps, plats, and other publicly available data for the project area. Specific as-builts to be provided by the Town include the roadway plans for Sahuarita Rd in the vicinity of Sahuarita Park Rd and Delgado Rd.

Psomas will also obtain a recent orthophoto from the Pima Association of Governments (PAG) and NearMap.

Psomas anticipated (2) field visits during the traffic signal design. One following project initiation to review topographic data from as-builts and ortho photos, existing signing from Google Street View, and visually identified utilities such as water valves, manholes, drainage inlets, headwalls, communication pedestals, and other surface features within approximately 100 feet from the curb returns on each of the intersection approaches and one prior to the Final Plans and Cost Estimate (100%) to resolve any utility conflicts and to confirm the design features for the traffic signal. Psomas will coordinate these field visits with the Town with the potential of meeting Town staff on-site to review the project improvements.

70502. Traffic Analysis

Psomas will develop (3) timing plans for the new traffic signal at the Sahuarita Rd/Sahuarita Park Rd/Delgado Rd intersection. Data for the analysis will be from the traffic warrant study that Psomas had completed for the Town. These plans will be for the Walden Grove High School peak-hours (arrival and dismissal) and for the off-peak time. Synchro traffic analysis software will be used, and a draft memo will be prepared documenting the analysis. One review by the Town is anticipated. Following comment resolution, Psomas will submit a final memo of the traffic signal timing to the Town. The draft memo will accompany the Initial plans and Cost Estimate (90%) submittal with the final memo accompanying the Final Plans and Cost Estimate (100%) submittal.

70700. Utility Coordination

Psomas will perform utility research, data collection, and coordination for this project. Psomas will obtain an AZ 811 design ticket and collect schematic utility facility maps. Psomas will coordinate with the Town and the Town will provide available utility information in the vicinity of the intersection. From this data, Psomas will create a utility base map. No utility modifications are anticipated. If needed, the preparation of utility modification plans and/or potholing will be negotiated as additional services.

Psomas will be responsible for submitting plans to utility companies at the Initial plans and Cost Estimate (90%) and collecting correspondence regarding potential conflicts. Comments received will be addressed prior to submittal of the Final Plans and Cost Estimate (100%). One comment resolution meeting is anticipated to resolve conflicts.

A site visit specifically with Tucson Electric Power (TEP) will also be held to confirm electrical power source.

76001. Survey and Mapping

As-built record plans will be reviewed to identify existing monumentation to develop the construction centerline along Sahuarita Road. For the traffic signal design, the key feature will be the location of traffic signal pole foundations. Field survey data will not be collected for this project, instead the location of surface features will be based on aerial ortho photos.

70690. Initial Plans and Cost Estimate (90%)

Psomas will prepare Initial plans and Cost Estimate to the 90% level and include the following sheets:

- Cover Sheet (1 sheet)
- General Notes (1 sheet)
- Design/Detail Sheet (1 sheet)
- Civil Plan and details including centerline geometry information (1 sheet)
- Pavement Marking and Signing Notes (2 sheets)
- Pavement Markings and Signing Plan (1 sheet)
- Signal Notes (1 sheet)
- Traffic Signal Plan (1 sheet)
- Traffic Signal Schedules – cabinet and pole (1 sheet), conduit and conductors (1 sheet)

A preliminary construction cost estimate will also be prepared for the traffic signal design with unit price information based on bid tabulations from recent/relevant construction projects.

The Town of Sahuarita is anticipating providing the Type V traffic signal cabinet and controller for the contractor to install. The traffic signal mast arms and poles will have standard finishes and not have specific architectural treatments or paint. Conduits/cables for fiber/ITS are not anticipated to be included in the design.

The Town will be responsible for preparing Special Provisions for items, details, and procedures not adequately covered by the PAG Standard Specifications for Public Improvements, with input from Psomas.

No photometric analysis will be for the additional lighting included with the traffic signal design. Psomas will coordinate with the Town on the type of luminaire to include with the traffic signal design.

70699. Final Plans and Cost Estimate (100%)

Psomas will incorporate the revisions received from the Town from the Initial Plans and Cost Estimate (90%) submittal as those received from the utility companies and develop the Final Plans and Cost Estimate (100%). Upon confirmation that all the comments have been addressed, Psomas will prepare and submit the Signed/Sealed Plans and Cost Estimate.

DELIVERABLES

Psomas will prepare the following deliverables for this project:

- Project plans at the 90%, 100% stages and Signed/Sealed plans
- Engineer's cost estimate at each submittal stage and with Signed/Sealed plans
- Electronic plans (AutoCAD or PDF) at the Signed/Sealed stage
- Traffic signal timing memorandum, Draft (at 90%) and Final (at 100%)

EXCLUSIONS

Items not discussed above are excluded from the scope of work. Some of these items consist of, but are not limited to:

- Environmental studies and lead-based paint testing
- Geotechnical studies and pavement design
- Roadway improvements

- Drainage improvements
- Right-of-Way Survey
- Public participation
- Landscaping improvements
- Subsurface utility locating
- Utility modifications or relocations
- Storm Water Pollution Prevention Plans (SWPPP)
- Specifications or special provisions

Additional Services

An Additional Services task is included to cover work not specified in this scope of work. Psomas will prepare and submit a request for use of Additional Services that will include an estimate of the work hours and fee to complete the task. The Town will review and approve the request prior to Psomas beginning work on the task.

Schedule

The schedule for completing design plans for the traffic signal at the Sahuarita Rd/Sahuarita Park Rd/Delgado Rd intersection is anticipated to be the following:

- Notice to Proceed – March 18, 2024
- Kick-Off Meeting – Week of March 25th
- Initial Plans and Cost Estimate (90%) – May 22nd
 - Three weeks anticipated for review (5/27 – 6/14)
- Final Plans and Cost Estimate (100%) – July 17th
 - Three weeks anticipated for review (7/22-8/9)
- Signed/Sealed Plans – August 28th, 2024



Design of Traffic Signal at
Sahuarita Rd/Sahuarita Park Rd/Delgado Rd Intersection

ESTIMATED DIRECT LABOR (Psomas)

<u>Classification</u>	<u>Estimated Man-hours</u>	<u>Billing Rate</u>	<u>Labor Costs</u>
Project Principal	1	\$ 300.00	\$ 300.00
Sr Project Manager	57	\$ 228.00	\$ 12,996.00
Project Manager	0	\$ 196.00	\$ -
Sr Project Engineer	0	\$ 180.00	\$ -
Project Engineer	60	\$ 149.00	\$ 8,940.00
Designer	158	\$ 121.00	\$ 19,118.00
Engineering Technician	33	\$ 101.00	\$ 3,333.00
Survey Manager	0	\$ 169.00	\$ -
Project Surveyor	0	\$ 157.00	\$ -
2-Man Survey Crew	0	\$ 179.00	\$ -
Administration	6	\$ 100.00	\$ 600.00
Intern	0	\$ 61.00	\$ -
Survey Tech	0	\$ 101.00	\$ -
Total	315		

Total Estimated Labor \$ 45,287.00

TOTAL ESTIMATED LABOR (Psomas)	\$ 45,287.00
TOTAL ESTIMATED DIRECT COSTS (Psomas)	\$ -
TOTAL ESTIMATED OUTSIDE SERVICES	\$ -
SUBTOTAL LABOR AND EXPENSES	\$ 45,287.00
ADDITIONAL SERVICES (10% of Design)	\$ 4,529
PROJECT TOTAL	\$ 49,815.70

Design of Traffic Signal at

Project Number: 7SAH240101

Project Fee Estimate / Authorized Task List

Project Name: Sahuarita Rd/Sahuarita Park Rd/Delgado Rd Traffic Signal

Project Manager: Joseph Vaskovic

Date: 2/14/2024

Task No.	Design Description	Project Principal \$ 300 / Hr. Hrs. Amount	Sr. Project Manager \$ 228 / Hr. Hrs. Amount	Project Engineer \$ 149 / Hr. Hrs. Amount	Designer \$ 121 / Hr. Hrs. Amount	Engineer Tech \$ 101 / Hr. Hrs. Amount	Project Supervisor \$ 157 / Hr. Hrs. Amount	2-man survey \$ 179 / Hr. Hrs. Amount	Administration \$ 100 / Hr. Hrs. Amount	Survey Tech \$ 101 / Hr. Hrs. Amount	Psomas Task Total
70000											
	Quality Control										
	Technical Reviews (90%, 100%, Sealed Plans)	\$ -	4	8	10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,314
	Total Quality Control	\$ -	4	8	10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,314

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Psomas

Project Number: 7SAH240101

Sahuarita Rd/Sahuarita Pl

Joseph Vaskovic

2/14/2024