



**BOARD OF SUPERVISORS AGENDA ITEM REPORT**  
**CONTRACTS / AWARDS / GRANTS**

Award  Contract  Grant

Requested Board Meeting Date: 9/4/18

\* = Mandatory, information must be provided

or Procurement Director Award

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

Union Pacific Railroad Company (UPRR)

**\*Project Title/Description:**

Aerospace Public Highway at Grade Crossing: Folder No: 2451-90

**\*Purpose:**

Contract correction: This agreement is to allow Pima County to expand the existing Public Highway Crossing on Aerospace Parkway (formerly Hughes Access Road) in order to increase the capacity for travel lanes in both directions of travel to meet current and future public needs. This agreement will allow the County to reimburse UPRR for the required expansion of UPRR owned facilities to properly work with the widened road.

This correction is to modify the contract amount to the updated cost estimate. The UPRR construction estimate had expired when UPRR received the agreement for countersignature requiring an updated estimate which increased the overall costs by less than 1% to a revised total award of \$807,865. Per this agreement, County agrees to pay all construction costs as supported by invoices of UPRR actual costs incurred regardless of estimate value.

**\*Procurement Method:**

License agreement under the Real Property Agreements, Land Titles, Appraisals, Relocation, Property Management Exemption per section 11.04.020

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

This agreement allows Pima County to continue to operate the Aerospace roadway, and increase the capacity of the crossing with a construction project.

**\*Public Benefit:**

The public benefit is that a widened Aerospace Parkway will have all required elements connected and built including necessary UPRR installed equipment.

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

No performance measures are proposed: this agreement is required by UPRR in order to allow Pima County work to be completed within their property boundaries. Construction metrics will be governed via a separate contract.

**\*Retroactive:**

Yes. This correction is to reflect an updated estimate provided by UPRR just prior to a required schedule Arizona Corporation Commission hearing necessary to receive approval to construct this project. The agreement was required to be fully executed by both parties at the time of the hearing on 8/8/18, resulting in the need to adjust this agreement value to match.

**Contract / Award Information**

Document Type: CT Department Code: PW Contract Number (i.e., 15-123): 18-418

Effective Date: 7/3/2018 Termination Date: 7/3/2019 Prior Contract Number (Synergen/CMS): \_\_\_\_\_

Expense Amount: \$\* 807,865.00  Revenue Amount: \$ \_\_\_\_\_

\*Funding Source(s) required: Regional Highway User Revenue Funds (HURF) 12.6%

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: no change

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: Nancy Cole, Program Manager

Department: Public Works Administration Telephone: 724-6312

Department Director Signature/Date: [Signature] Nancy Cole 8/16/18

Deputy County Administrator Signature/Date: [Signature] 8/20/18

County Administrator Signature/Date: [Signature] 8/20/18

(Required for Board Agenda/Addendum Items)

**Correction to Contract No. CT-PW-18-418,  
Union Pacific Railroad Company**

Correction is the replacement of page 4 of the  
contract and page 2 of Exhibit C.

**Section 6. NO PROJECT EXPENSES TO BE BORNE BY RAILROAD**

The Political Body agrees that no Project costs and expenses are to be borne by the Railroad. In addition, the Railroad is not required to contribute any funding for the Project.

**Section 7. WORK TO BE PERFORMED BY RAILROAD; BILLING SENT TO POLITICAL BODY; POLITICAL BODY'S PAYMENT OF BILLS**

A. The work to be performed by the Railroad, at the Political Body's sole cost and expense, is described in the Railroad's Material and Force Account Estimates for Surface, Signal, and Flagging dated 12/15/17, 12/14/17, and 1/5/18, marked **Exhibit C**, attached hereto and hereby made a part hereof (the "Estimate"). As set forth in the Estimate, the Railroad's estimated cost for the Railroad's work associated with the Project is **EIGHT HUNDRED THOUSAND EIGHT HUNDRED TWENTY TWO DOLLARS (\$800,822.00)**.

B. The Railroad, if it so elects, may recalculate and update the Estimate submitted to the Political Body in the event the Political Body does not commence construction on the portion of the Project located on the Railroad's property within six (6) months from the date of the Estimate.

C. The Political Body acknowledges that the Estimate does include an estimate of flagging or other protective service costs that are to be paid by the Political Body or the Contractor in connection with flagging or other protective services provided by the Railroad in connection with the Project. All of such costs incurred by the Railroad are to be paid by the Political Body or the Contractor as determined by the Railroad and the Political Body. If it is determined that the Railroad will be billing the Contractor directly for such costs, the Political Body agrees that it will pay the Railroad for any flagging costs that have not been paid by any Contractor within thirty (30) days of the Contractor's receipt of billing.

D. The Railroad shall send progressive billing to the Political Body during the Project and final billing to the Political Body within one hundred eighty (180) days after receiving written notice from the Political Body that all Project work affecting the Railroad's property has been completed.

E. The Political Body agrees to reimburse the Railroad within thirty (30) days of its receipt of billing from the Railroad for one hundred percent (100%) of all actual costs incurred by the Railroad in connection with the Project including, but not limited to, all actual costs of engineering review (including preliminary engineering review costs incurred by Railroad prior to the Effective Date of this Agreement), construction, inspection, flagging (unless flagging costs are to be billed directly to the Contractor), procurement of materials, equipment rental, manpower and deliveries to the job site and all direct and indirect overhead labor/construction costs including Railroad's standard additive rates.

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**Section 7. WORK TO BE PERFORMED BY RAILROAD; BILLING SENT TO POLITICAL BODY; POLITICAL BODY'S PAYMENT OF BILLS**

A. The work to be performed by the Railroad, at the Political Body's sole cost and expense, is described in the Railroad's Material and Force Account Estimates for Surface, Signal, and Flagging dated 7/26/18, 12/14/17, and 1/5/18, marked **Exhibit C**, attached hereto and hereby made a part hereof (the "Estimate"). As set forth in the Estimate, the Railroad's estimated cost for the Railroad's work associated with the Project is **EIGHT HUNDRED SIX THOUSAND EIGHT HUNDRED SIXTY FIVE DOLLARS (\$806,865.00)**.

B. The Railroad, if it so elects, may recalculate and update the Estimate submitted to the Political Body in the event the Political Body does not commence construction on the portion of the Project located on the Railroad's property within six (6) months from the date of the Estimate.

C. The Political Body acknowledges that the Estimate does include an estimate of flagging or other protective service costs that are to be paid by the Political Body or the Contractor in connection with flagging or other protective services provided by the Railroad in connection with the Project. All of such costs incurred by the Railroad are to be paid by the Political Body or the Contractor as determined by the Railroad and the Political Body. If it is determined that the Railroad will be billing the Contractor directly for such costs, the Political Body agrees that it will pay the Railroad for any flagging costs that have not been paid by any Contractor within thirty (30) days of the Contractor's receipt of billing.

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DATE: 2017-12-15

ESTIMATE OF MATERIAL AND FORCE ACCOUNT WORK  
BY THE  
UNION PACIFIC RAILROAD

THIS ESTIMATE GOOD FOR 6 MONTHS EXPIRATION DATE IS :2018-06-15

DESCRIPTION OF WORK:  
TUCSON, AZ /HUGHES ACCESS RD/ DOT#742120P-3/ NOGALES SUB / MP 9.28  
REMOVE EXISTING CROSSING SURFACE, INSTALL NEW 104TF CROSSING SURFACE  
INCLUDING TIES, RAIL, AND OTM  
PROJECT WAS BUILT USING FED ADDITIVE W/ OVERHEAD AND INDIRECT 234%  
UPRR WILL BE REIMBURSED FOR 100% OF COST TO REPLACE THE CROSSING SURFACE

PID: 104765 AWO: MP, SUBDIV: 9.28, NOGALES  
SERVICE UNIT: 16 CITY: TUCSON STATE: AZ

DESCRIPTION	QTY	UNIT	LABOR	MATERIAL	RECOLL	UPRR	TOTAL
ENGINEERING WORK							
ENGINEERING			2559		2559		2559
FLAGGING			1559		1559		1559
LABOR ADDITIVE 234%			13289		13289		13289
TRACK			1559		1559		1559
TOTAL ENGINEERING			18966		18966		18966
SIGNAL WORK							
LABOR ADDITIVE 234%			2518		2518		2518
SIGNAL			1280	5	1285		1285
TOTAL SIGNAL			3798	5	3803		3803
TRACK & SURFACE WORK							
BALAST	1.00	CL	692	917	1609		1609
BILL PREP FEE				900	900		900
CONTRACT EQUIPMENT RNTL				15000	15000		15000
ENVIRONMENTAL PERMITS				10	10		10
FOREIGN LINE FREIGHT				1049	1049		1049
HOMELINE FREIGHT				900	900		900
LABOR ADDITIVE 234%			58965		58965		58965
MATL STORE EXPENSE				24	24		24
OTM			2979	957	3936		3936
RAIL	320.00	LF	9981	5267	15248		15248
RDXING	104.00	TF	3321	16535	19856		19856
SALES TAX				1368	1368		1368
TRK-SURF,LIN			3388		3388		3388
WELD			5132	252	5384		5384
XTIE	97.00	EA	12217	10332	22549		22549
TOTAL TRACK & SURFACE			96675	53511	150186		150186
LABOR/MATERIAL EXPENSE			119439	53516			
RECOLLECTIBLE/UPRR EXPENSE					172955	0	
ESTIMATED PROJECT COST							172955

THE ABOVE FIGURES ARE ESTIMATES ONLY AND SUBJECT TO FLUCTUATION. IN THE EVENT OF AN INCREASE OR DECREASE IN THE COST OR QUANTITY OF MATERIAL OR LABOR REQUIRED, UPRR WILL BILL FOR ACTUAL CONSTRUCTION COSTS AT THE CURRENT EFFECTIVE RATE.

DATE: 2018-07-26

ESTIMATE OF MATERIAL AND FORCE ACCOUNT WORK  
 BY THE  
 UNION PACIFIC RAILROAD

THIS ESTIMATE GOOD FOR 6 MONTHS EXPIRATION DATE IS :2019-01-24

DESCRIPTION OF WORK:  
 TUCSON, AZ /HUGHES ACCESS RD/ DOT#742120P-3/ NOGALES SUB / MP 9.28  
 REMOVE EXISTING CROSSING SURFACE, INSTALL NEW 104TF CROSSING SURFACE  
 INCLUDING TIES, RAIL, AND OTM  
 PROJECT WAS BUILT USING FED ADDITIVE W/ OVERHEAD AND INDIRECT 234%  
 UPRR WILL BE REIMBURSED FOR 100% OF COST TO REPLACE THE CROSSING SURFACE

PID: 104765 AWO: MP,SUBDIV: 9.28, NOGALES  
 SERVICE UNIT: 16 CITY: ALDONA STATE: AZ

DESCRIPTION	QTY	UNIT	LABOR	MATERIAL	RECOLL	UPRR	TOTAL
ENGINEERING WORK							
ENGINEERING			5872		5872		5872
LABOR ADDITIVE 234%			13740		13740		13740
TOTAL ENGINEERING			19612		19612		19612
SIGNAL WORK							
LABOR ADDITIVE 234%			2518		2518		2518
SIGNAL			1280	5	1285		1285
TOTAL SIGNAL			3798	5	3803		3803
TRACK & SURFACE WORK							
BALAST	1.00	CL	724	1002	1726		1726
BILL PREP FEE				900	900		900
CONTRACT COST				15000	15000		15000
ENVIRONMENTAL PERMITS				10	10		10
FOREIGN LINE FREIGHT				1054	1054		1054
HOMELINE FREIGHT				900	900		900
LABOR ADDITIVE 234%			62579		62579		62579
MATL STORE EXPENSE				25	25		25
OTM			3097	968	4065		4065
RAIL	320.00	LF	10375	5513	15888		15888
RDKING	104.00	TF	3452	16763	20215		20215
SALES TAX				1377	1377		1377
TRK-SURF,LIN			3544		3544		3544
WELD			5362	252	5614		5614
XTIE	97.00	EA	12699	9987	22686		22686
TOTAL TRACK & SURFACE			101832	53751	155583		155583
LABOR/MATERIAL EXPENSE			125242	53756			
RECOLLECTIBLE/UPRR EXPENSE					178998	0	
ESTIMATED PROJECT COST							178998

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