

CONTRACT
NO. <u>11-03-A-144073-0611</u>
AMENDMENT NO. _____
<small>This number must appear on all invoices, correspondence and documents pertaining to this contract.</small>

ARIZONA DEPARTMENT OF TRANSPORTATION

UTILITY AND RAILROAD ENGINEERING SECTION

UTILITY RELOCATION AGREEMENT

Between

THE STATE OF ARIZONA

and

PIMA COUNTY

Agreement No.	3290-10-PCWM
CONSTRUCTION TRACS No.	010 PM 252 H6241 01C
CONSTRUCTION PROJECT NO.	IM-STP-TE-HSIP-010-D(013)N
HIGHWAY(street location)	Casa Grande-Tucson Hwy (I-10)
Location	Ruthrauff Road to Prince Road

THIS AGREEMENT is made between the STATE OF ARIZONA, acting through its DEPARTMENT OF TRANSPORTATION, and PIMA COUNTY, acting for its Regional Wastewater Reclamation Department. All lettered Exhibits are incorporated and made a part of this agreement by reference and attachment regardless of designation or alphabetical order.

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Exhibit "A"	Cost Estimate
Exhibit "B"	Plans for Relocation
Exhibit "C"	Prior Right Documentation
Exhibit "D"	Construction Schedule
Exhibit "E"	Relocation Cost Responsibility For Utility Owned By Local Government

I. RECITALS:

The purpose of this agreement is to enable the Arizona Department of Transportation to complete a highway project. In order to complete this project, it is necessary for the UTILITY to RELOCATE and/or PROTECT existing UTILITY sewage conveyance facilities belonging to the UTILITY.

ADOT will RELOCATE and/or PROTECT certain UTILITY facilities which conflict with the PROJECT construction.

ADOT and the UTILITY each are responsible for the cost of certain RELOCATIONS under this AGREEMENT. Payment responsibility for specific items to be RELOCATED is identified in Exhibit "C" and itemized in Exhibit "A".

Certain of the UTILITY's facilities to be RELOCATED have PRIOR RIGHTS by virtue of their existence within certain easements, conveyances and deeds, including items described in Exhibit "C", or by virtue of their existence in the roadway before it was a roadway.

Certain of the UTILITY's facilities to be relocated do not have PRIOR RIGHTS.

Certain of the UTILITY's facilities are eligible for partial reimbursement of RELOCATION costs at the discretion of the Transportation Director, as provided in A.R.S. 28-7156. The UTILITY's facilities that are eligible for reimbursement of RELOCATION cost under A.R.S. 28-7156 do not have PRIOR RIGHTS. The UTILITY'S eligibility for reimbursement of RELOCATION costs under A.R.S. 28-7156 is identified in Exhibit "E"

ADOT has elected to credit the UTILITY's cost of construction with an "In lieu" payment to compensate for design features requested by the UTILITY to mitigate sewer protection costs, but which design features were not implemented. These design features,

although reasonable, were not implemented because of the very tight design schedule imposed on the PROJECT by the circumstances of the PROJECT funding. In lieu payment by ADOT is identified in Exhibit "A".

Sewer easements have been purchased by ADOT to allow sewer RELOCATIONS needed for the PROJECT. After completion of the PROJECT, ADOT will transfer these sewer easements to the UTILITY. The UTILITY does not have prior rights to the sewer facilities whose RELOCATION requires the new easements. Therefore, the UTILITY is responsible for the cost of the sewer easements purchased for the PROJECT.

The UTILITY disputes ADOT's requirement for the UTILITY to reimburse ADOT the full amount of the cost of the sewer easements, stating that the UTILITY gave up some easements to ADOT during the land acquisition phase of this PROJECT. ADOT will consider any evidence provided by the UTILITY, and if the UTILITY provides evidence of a compensable land right relinquished to ADOT, then ADOT will reduce the cost of the easements accordingly.

II. DEFINITIONS

- A. ADOT means THE ARIZONA DEPARTMENT OF TRANSPORTATION.
- B. ADOT EMERGENCY means a utility failure, which affects the safety of the motorist or the highway.
- C. AGREEMENT means this specific agreement and all attachments incorporated by reference.
- D. A.R.S. means Arizona Revised Statutes.
- E. BETTERMENT means increased capacity or improvement in the UTILITY's facility.

F. **BACK CHARGE** means to invoice and collect from the **UTILITY** for costs to **ADOT** caused by the **UTILITY** not completing **WORK** in accordance with **AGREEMENT** schedule.

G. **CONSTRUCTION PROJECT NO.** means the roadway construction project number utilized for **ADOT** construction **PROJECT**, which is **IM-STP-TE-HSIP-010-D(013)N**.

H. **CONSTRUCTION TRACS NO.** means the roadway construction Accounting number utilized for **ADOT** construction **PROJECT**, which is **010 PM 252 H6241 01C**.

I. **CONTROLLED ACCESS** means locations where owners or occupants of abutting lands and other persons have no legal right of access, e.g., freeway lanes and freeway ramps.

J. **MUTCD** means the "Manual on Uniform Traffic Control Devices" and any amendments and/or revisions thereto.

K. **NORMAL PERMIT for UTILITIES** means an encroachment permit issued by **ADOT** allowing a **UTILITY** to place facilities within the right-of-way, subject to certain conditions; one condition being that **ADOT** may revoke the encroachment permit at any time; another the owner of the facilities must, at its cost, remove or relocate facilities that conflict with **ADOT's** use of the roadway.

L. **PRIOR RIGHTS** means rights associated with one party's use or occupancy of land, or with the facilities located on such land, that are, because of priority in time or other reasons, superior to the rights of the other party.

M. **PRIOR RIGHTS PERMIT for UTILITIES** means a permit that, when issued, recognizes and identifies a **PRIOR RIGHT** to the State Highway on the part of the permittee, and allows for payment of relocation costs, if future relocations are required.

N. PROJECT means this ADOT roadway construction project.

O. PROTECT means to take measures necessary to prevent damage due to PROJECT construction, including avoidance as with bluestake identification, and installation of structural protection (internal or external) to resist temporary or permanent forces applied due to PROJECT construction.

P. RELOCATE or RELOCATION means to move or adjust a UTILITY facility to avoid conflict with PROJECT construction.

Q. RELOCATED FACILITIES means the facilities so moved or adjusted.

R. UTILITY means PIMA COUNTY Regional Wastewater Reclamation Department (PCRWRD).

S. UTILITY EMERGENCY means any failure or condition affecting UTILITY's relocated facilities that has a substantial effect on UTILITY's functions and requires immediate action to remedy the failure or condition.

T. WORK means, engineering, management, administration, design, preparation of plans, specifications, construction labor, construction inspection, materials and equipment called for in the AGREEMENT, including approved changes in scope.

U. WORKING DAY means a calendar day, exclusive of Saturdays, Sundays and ADOT recognized holidays, on which weather conditions will permit the UTILITY construction operations to proceed for a major part of the day with the normal working force.

III. AGREEMENT:

A. Construction Requirements. The UTILITY shall review, provide comments, and approve all, design, plans, specifications, covering the RELOCATION, PROTECTION,

and/or adjustments to its existing facilities in accordance with the UTILITY plans marked Exhibit "B". ADOT, through its consultant and contractor will provide for design and construction of all RELOCATION, PROTECTION, and adjustments in accordance the plans marked Exhibit "B". All UTILITY related WORK will be subject to inspection and approval by UTILITY's Field Engineering Division. Any work needing correction shall be brought to the attention of the ADOT's Engineer or the ADOT Engineer's representative, who will require such correction from the Contractor.

1. ADOT TO Provide for Construction of Facilities. ADOT will provide in its contract with ADOT contractor to RELOCATE and/or PROTECT UTILITY's facilities.

2. Ownership of Facilities. UTILITY shall be the sole owner of RELOCATED FACILITIES constructed under this AGREEMENT. Nothing herein shall be construed as conveying or granting any right, title or interest in the RELOCATED FACILITIES to anyone other than the UTILITY.

3.. Maintenance. Maintenance operations and associated costs for the UTILITY facilities covered by the AGREEMENT will be the responsibility of the UTILITY.

B. Transfer of Land Interests. The UTILITY will grant and convey to ADOT any rights, title and interest which, the UTILITY has in the land within ADOT's Right-of-Way limits of the PROJECT that is no longer occupied by the UTILITY.

1. Temporary Construction Easement. For any Prior Rights relocations, ADOT shall provide at no expense to UTILITY, any temporary construction easement necessary for the performance of the RELOCATION.

2. Permanent Sewer Easements. ADOT shall obtain sewer easements and other land interests as may be needed to allow RELOCATION of UTILITY's facilities, including

adequate access for sewer maintenance, for this PROJECT. UTILITY shall make payment under this AGREEMENT for all permanent easements purchased to accommodate its non-PRIOR RIGHTS RELOCATIONS.

C. Permit. The UTILITY will obtain a permit from ADOT for all RELOCATIONS covered by this Agreement and will provide applicable insurance for those facilities remaining within the highway Right-of-Way or for any work proposed within ADOT's Right-of-Way of the PROJECT. Permits issued by ADOT for the UTILITY's RELOCATIONS to be performed under this AGREEMENT will be issued at no cost to the UTILITY.

1. Normal permit for non-prior rights facilities. ADOT will grant to the UTILITY a NORMAL PERMIT for non-prior rights facilities remaining within the highway Right-of-Way.

2. Joint Occupancy. The UTILITY understands ADOT's and all of its agents' right to construct, maintain, and operate highway facilities over/under the UTILITY facilities within the highway Right-of-Way. ADOT retains the right to permit other occupancies.

3. Permit with Prior Rights. ADOT will grant to the UTILITY an ADOT Highway Right-of-Way Permit with PRIOR RIGHTS for its facilities with PRIOR RIGHTS. The UTILITY and ADOT agree that no provision of the Permit with PRIOR RIGHTS or any amendments thereto shall in any way be interpreted as being inconsistent with this AGREEMENT. If at any time hereafter, the right-of-way, or any portion thereof, occupied and used by the UTILITY may be needed or required by ADOT, the UTILITY shall and will relocate all property belonging to the UTILITY at the full cost and expense of ADOT.

4. Permit for Sewer Manholes in Access Control. ADOT will grant to the UTILITY a Permit for adjustment of existing manholes in Access Control, at locations in I-10

Eastbound Frontage Road, Stations 2077+32 and 2088+04. A special condition for this permit will be that no ready access is provided to these manholes. For the UTILITY to access these manholes it must obtain a permit to temporarily remove the fence protecting Access Control, and access the manholes from the Frontage Road only.

D. Traffic. The UTILITY shall not maintain, construct, reconstruct, inspect or operate any of its facilities from highway traffic lanes or ramps within the CONTROLLED ACCESS Right-of-Way. In case of an ADOT EMERGENCY involving UTILITY's facilities, UTILITY shall have reasonable use of the roadway notwithstanding the foregoing restriction. In case of a UTILITY EMERGENCY, UTILITY shall have use of ADOT Right-of-Way outside the highway traffic lanes or ramps as it reasonably deems necessary to correct, repair, replace or reconstruct facilities affected by the UTILITY EMERGENCY. The UTILITY shall, as soon as practical during any ADOT EMERGENCY or UTILITY EMERGENCY repairs, provide appropriate safety devices to protect the highway user as set forth in the MUTCD (Including all official changes thereto), for all work within ADOT Right-of-Way.

E. Start/Completion Date. The RELOCATION and/or PROTECTION, will be accomplished during the PROJECT construction by ADOT.

F. Subcontracting. RELOCATION will be performed by ADOT's contractor and/or subcontractor. ADOT shall require its contractor and/or subcontractors to afford UTILITY the right of access and inspection at all times that WORK is performed on UTILITY'S facilities.

G. Blue Stake. For WORK performed by ADOT's contractor for the PROJECT, it is understood that ADOT is acting as a third party on behalf of the UTILITY, administering the construction of UTILITY's facilities. At no time is ADOT to be considered the owner of,

or locator for, the UTILITY's facilities. ADOT's contractor for the PROJECT shall locate any underground facilities installed by ADOT's contractor (or subcontractor of any tier) for ADOT's PROJECT as prescribed by A.R.S. 40-360.21 through 40-360.32, until (i) the PROJECT is accepted by ADOT and ADOT has given UTILITY one month's prior notice or (ii) until the time the facility is tested and placed into service by UTILITY, at which time (whichever is earlier) UTILITY shall assume Blue Staking responsibility. The transfer of Blue Stake responsibility to UTILITY shall not affect UTILITY's rights to inspect the RELOCATED FACILITIES, to require correction of any defects, or any other rights under this AGREEMENT.

H. The Acceptance Date. The acceptance date of this AGREEMENT shall be the day which the last party executes the AGREEMENT.

IV. SCHEDULES AND PAYMENTS:

A. UTILITY CONSTRUCTION Schedule. ADOT's contractor shall be responsible for coordinating all modifications to service connections to accommodate the PROJECT schedule.

B. Payments. ADOT will be responsible for the cost of RELOCATION and/or PROTECTION of PRIOR RIGHTS facilities. The estimated cost for RELOCATION of PRIOR RIGHTS facilities is shown on Exhibit "A". ADOT is not responsible for any costs which are betterments or enhancements to the RELOCATED FACILITIES. The parties agree that the items listed in Exhibit A do not include BETTERMENTS or enhancements within the meaning of this AGREEMENT. Except for PRIOR RIGHTS RELOCATIONS and for shared costs allowed under A.R.S. 28-7156 as noted in Exhibits "C" and "E", the UTILITY will be responsible for the cost of RELOCATION and, or Protection, including

any WORK performed by ADOT for non-PRIOR RIGHTS facilities. For RELOCATION costs determined to be the responsibility of the UTILITY, the UTILITY shall pay ADOT'S total cost of performing work for the UTILITY, plus any of ADOT'S design costs, if applicable per Exhibit A. It is agreed that the total construction cost shall consist of the actual amount paid to ADOT's contractor(s) for performing work, plus an additional 20% to cover ADOT'S cost of construction engineering, inspection and administration. The estimated total cost for RELOCATION and/or PROTECTION is set forth in Exhibit "A", along with the cost responsibility for each item of work.

1. Changes in Scope of Work. In the event conditions or circumstances require a change in the scope of work on the RELOCATION and/or PROTECTION as set forth in Exhibit "B", each party shall agree in writing to the changes, including payment responsibilities prior to doing the work.

2. Submission of Invoices. Following completion of the PROJECT, ADOT will determine the final total cost. If ADOT's final total cost differs from the estimated amount previously paid by the UTILITY, ADOT will refund the amount of overpayment, or will invoice the UTILITY for the additional amount due. ADOT will make any such refund within ninety (90) calendar days after completion of the project.

3. Payment of Invoices. The UTILITY shall attach payment in the amount of the UTILITY'S total estimated payment due ADOT as set forth in EXHIBIT "A" when it returns this AGREEMENT to ADOT for final execution. The UTILITY agrees to pay ADOT the additional amount due within ninety (90) days of receipt of the final invoice.

4. Reimbursements. The UTILITY shall reimburse ADOT, within ninety (90) days of receiving written notification, for any amounts ADOT disallows as a result of its audit. Any audit exceptions with which the UTILITY disagrees shall be paid to ADOT, under protest, subject to resolution by ADOT and the UTILITY through compromise, arbitration or adjudication as provided for in this AGREEMENT.

V. LIABILITY :

A. Liability. ADOT and the UTILITY each agree to be liable to the other party for its own acts of negligence and the negligence of its own employees.

VI. STATUTORILY MANDATED TERMS:

A. Arbitration. The parties shall use arbitration after exhausting applicable administrative remedies to resolve disputes arising out of this AGREEMENT where the sole relief sought is monetary damages of \$100,000 or less exclusive of interest and costs, as provided in A.R.S. § 12-1518 .

B. Budget Limitations. This AGREEMENT is subject to the provisions of Chapter 1 of Title 35, Arizona Revised Statutes.

C. Executive order 75-5 and 99-4. The UTILITY shall comply with all applicable provisions of Executive Order 75-5 and 99-4, "Non-Discrimination in Employment by Government Contractors and Subcontractors".

D. Cancellation by Governor. All parties hereby are put on notice that this AGREEMENT is subject to cancellation by the Governor pursuant to A.R.S. § 38-511.

VII. MISCELLANEOUS CONDITIONS:

A. Communication for this AGREEMENT. Communication required to be given pursuant to this AGREEMENT shall be between the following parties:

Arizona Department Of Transportation
Utility and Railroad Engineering Section
Attention: Manager
205 South 17th Avenue, Mail Drop 618E
Phoenix, AZ 85007
FAX: (602) 712-3229

Pima County Regional Wastewater
Reclamation Department
Attn: Glen E. Peterson, P.E., P.M.
201 North Stone Avenue, 3rd Floor
Tucson, Arizona 85701
(520) 740-6349
FAX : (520) 740-6360

B. AGREEMENT Content and Modification. This AGREEMENT, including any schedules, exhibits or attachments hereto, constitutes the entire agreement between the parties, and no understanding or obligation not expressly set forth herein shall be binding upon them. No modification, amendment or alteration of this AGREEMENT shall be valid unless it is in writing and signed by both parties.

C. Laws. This AGREEMENT shall be governed by the laws of the State of Arizona.

D. Breach of AGREEMENT. The waiver by either party of any breach or failure to provide full performance under any of the terms or conditions of this AGREEMENT shall not be construed as a waiver of any other term or condition, or of any subsequent breach of the same or any other term or condition.

E. Records Retention and Audit. All books accounts, reports, files and other records relating to this AGREEMENT shall be subject at reasonable times to inspection and audit by ADOT for five (5) years after the receipt of final payment. Such records shall be produced by the UTILITY at any ADOT office as designated by ADOT. At ADOT's discretion said inspection and audit may be held at UTILITY's office during normal business hours. ADOT shall conduct its inspection and audit at its expense, including UTILITY's audit costs.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT.
ARIZONA DEPARTMENT OF TRANSPORTATION
JOHN HALIKOWSKI, DIRECTOR

By: Sam Maroufkhani 06-28-2011
Sam Maroufkhani Date
Deputy State Engineer, Development

Recommended by: Victoria D. Bever
Victoria D. Bever, Manager
Utility and Railroad Engineering

ACKNOWLEDGMENT BY UTILITY

Pima County
Lamin Velazquez
Chairman, Board of Supervisors
JUN 21 2011

Date

Attest:
Lori Godoshian
Lori Godoshian, Clerk of the Board

Approved as to Content:
Jackson Jenkins
Jackson Jenkins, Director
Pima County Regional Wastewater Reclamation Department

Approved as to form:
Charles Wesselhoff 6-13-11
CHARLES WESSELHOFF Deputy County Attorney Date

ACKNOWLEDGMENT BY STATE

STATE OF ARIZONA }
COUNTY OF MARICOPA } ss

The foregoing instrument was acknowledged before me this 28th day of June, 2011, by Sam Maroufkhani, the Deputy State Engineer, Development, Arizona Department of Transportation.

My Commission Expires: 07/01/2014
Notary Public: Cyndi Selby



3290-10-PCWM

**EXHIBIT A
AGREEMENT: 3290-10-PCWM**

**PIMA COUNTY REGIONAL WASTEWATER RECLAMATION DEPARTMENT
ESTIMATE OF RELOCATION COSTS DUE TO ADOT
I-10, RUTHRAUFF TO PRINCE**

**PIMA COUNTY REGIONAL WASTEWATER RECLAMATION DEPARTMENT
SUMMARY OF PCRWRD COST RESPONSIBILITY**

PCRWRD COST RESPONSIBILITY

Relocation Design Cost (Prorated)	\$292,085.34
Construction Contract ¹	\$2,376,283.83
Construction Mark-up ² (20% of Constr. Contract)	\$475,256.77
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Subtotal PCRWRD Design/Construction Relocation Cost Responsibility	\$3,149,625.94
Plus Cost of Sewer Easements Purchased by ADOT for PCRWRD Relocation	\$ 125,579.57
	<hr/>
TOTAL PCRWRD RELOCATION COST RESPONSIBILITY	\$3,269,205.51
Less PCRWRD Costs Incurred To Date	(\$303,000.00)
	<hr/>
PAYABLE TO ADOT Under Agreement 3290-10-PCWM	\$2,966,205.51

1. Reflect In Lieu reduction in Construction Cost Responsibility. See Page A-2.
2. The Construction Markup covers ADOT Construction Contract Administration and Inspection costs, estimated at 20% of Construction Contract Bid Costs.

See Page 2 for Total Construction Cost Estimate. See Page 5 for Itemized sewer easement costs.

**RELOCATION COSTS FOR
PIMA COUNTY REGIONAL WASTEWATER RECLAMATION DEPARTMENT
DESIGN AND CONSTRUCTION SUMMARIES**

SUMMARY OF DESIGN COSTS	
PCRWRD DESIGN COSTS INCURRED	\$303,000.00
ADOT DESIGN COSTS INCURRED	\$163,590.00
TOTAL DESIGN COSTS	\$466,590.00

SUMMARY OF CONSTRUCTION COST RESPONSIBILITY			
	PCRWRD PAY	ADOT PAY	TOTAL
PCRWRD 100% COST RESPONSIBILITY (PCRWRD IN ADOT R/W BY ADOT STD PERMIT)	\$2,424,805.00		\$2,424,805.00
ADOT 100% COST RESPONSIBILITY (PCRWRD HAS PRIOR RIGHTS)		\$282,555.00	\$282,555.00
ADOT/RWRD SHARED COST RESPONSIBILITY (ADOT 97.17%, PCRWRD 2.83% - See Exhibit E)	\$30,804.83	\$1,057,705.17	\$1,088,510.00
TOTAL CONSTRUCTION COST RESPONSIBILITY	\$2,455,609.83	\$1,340,260.17	\$3,795,870.00
LESS IN LIEU ADJUSTMENT¹	-\$79,326.00	\$79,326.00	\$0.00
ADJUSTED CONSTRUCTION COST RESPONSIBILITY	\$2,376,283.83	\$1,419,586.17	\$3,795,870.00

1. In lieu of design changes to mitigate as much as possible PCRWRD sewer relocation costs, ADOT agreed to reimburse PCRWRD the estimated construction cost for feasible mitigation design that was not instituted, due to conflicts with the project schedule. The reimbursement due to PCRWRD would be \$79,326.

**RELOCATION COSTS FOR
PIMA COUNTY REGIONAL WASTEWATER RECLAMATION DEPARTMENT
ITEMIZED CONSTRUCTION COST ESTIMATE**

PCRWRD 100% COST RESPONSIBILITY (PCRWRD IN ADOT R/W BY STD PERMIT)					
Item #	Description	Unit	Quantity	Unit Price	Amount
2020042	REMOVAL OF PIPE (SEWER)	L.FT.	1698	\$100.00	\$169,800.00
2020159	REMOVE (MANHOLE)	EACH	7	\$750.00	\$5,250.00
5018100	SEWER PIPE (10")	L.FT.	79	\$100.00	\$7,900.00
5050089	MANHOLE (PIMA CO. SD WWD 202 & 7-FT DIAMETER)	EACH	3	\$10,000.00	\$30,000.00
5050090	MANHOLE (PIMA CO. SD WWD 201 & 208)	EACH	1	\$4,500.00	\$4,500.00
5050091	MANHOLE (RECONSTRUCT, SEWER)	EACH	2	\$4,500.00	\$9,000.00
5050215	ABANDON MANHOLE	EACH	1	\$3,000.00	\$3,000.00
8080698	SEWER PLUG (EXIST JNC STR 3 & JNC STR 4)	EACH	1	\$850.00	\$850.00
8090186	SEWER PIPE (42" FRPM)	L.FT.	991	\$250.00	\$247,750.00
8090188	SEWER PIPE (78" CIPP, STRUC CURED IN PLACE)	L.FT.	613	\$650.00	\$398,450.00
8090702	CASING (60")(JACKED AND BORED)	L.FT.	463	\$1,200.00	\$555,600.00
9240052	MISC WK (FLOW MGMT PLAN-SEWER BYPASS, LOC 1)	L.SUM	1	\$150,450.00	\$150,450.00
9240053	MISC WK (FLOW MGMT PLAN-SEWER BYPASS, LOC 2)	L.SUM	0.28	\$743,000.00	\$208,040.00
9240133	MISC WK (CONNECT TO EXIST SEWER MANHOLE)	EACH	1	\$2,500.00	\$2,500.00
9240134	MISC WK (MANHOLE CONC COLLAR PC SD WWD 212)	EACH	4	\$700.00	\$2,800.00
9240146	MISC WK (ABANDON AND GROUT 42" SEWER)	L.FT.	135	\$125.00	\$16,875.00
9999903	LUMP SUM STRUCTURE - PROTECTION PAD 1	L.SUM	1	\$245,080.00	\$245,080.00
9999903	LUMP SUM STRUCTURE PROTECTION PAD 2	L.SUM	1	\$366,960.00	\$366,960.00
TOTAL OF PCRWRD 100% COSTS					\$2,424,805.00

ADOT 100% COST RESPONSIBILITY (PCRWRD HAS PRIOR RIGHTS)					
Item #	Description	Unit	Quantity	Unit Price	Amount
2020042	REMOVAL OF PIPE (SEWER)	L.FT.	1006	\$100.00	\$100,600.00
2020159	REMOVE (MANHOLE)	EACH	2	\$750.00	\$1,500.00
5018074	SEWER PIPE (4")	L.FT.	467	\$40.00	\$18,680.00
5018076	SEWER PIPE (6")	L.FT.	159	\$50.00	\$7,950.00
5018080	SEWER PIPE (8")	L.FT.	15	\$75.00	\$1,125.00
5018100	SEWER PIPE (10")	L.FT.	277	\$100.00	\$27,700.00
5050090	MANHOLE (PIMA CO. SD WWD 201 & 208)	EACH	3	\$4,500.00	\$13,500.00
8080699	SEWER SERVICE (RENEWAL)	EACH	4	\$400.00	\$1,600.00
8082013	SEWER CLEANOUT	EACH	10	\$500.00	\$5,000.00
8090511	ABANDON HOUSE CONNECTION, SEWER	EACH	2	\$500.00	\$1,000.00
9240055	MISC WK (REMOVE/RELOC VAPOR EXTRC SYSTEM)	L.SUM	1	\$100,000.00	\$100,000.00
9240133	MISC WK (CONNECT TO EXIST SEWER MANHOLE)	EACH	1	\$2,500.00	\$2,500.00
9240134	MISC WK (MANHOLE CONC COLLAR PC SD WWD 212)	EACH	2	\$700.00	\$1,400.00
TOTAL OF ADOT 100% COSTS					\$282,555.00

ADOT/PCRWRD SHARED COST RESPONSIBILITY (ADOT 97.17%, PCRWRD 2.83%)					
Item #	Description	Unit	Quantity	Unit Price	Amount
2020042	REMOVAL OF PIPE (SEWER)	L.FT.	1777	\$100.00	\$177,700.00
2020159	REMOVE (MANHOLE)	EACH	3	\$750.00	\$2,250.00
5018100	SEWER PIPE (10")	L.FT.	68	\$100.00	\$6,800.00
5030705	JUNCTION STRUCTURE (SEWER #5)	EACH	1	\$150,000.00	\$150,000.00
5050089	MANHOLE (PIMA CO. SD WWD 202 & 7-FT DIAMETER)	EACH	1	\$10,000.00	\$10,000.00
8080698	SEWER PLUG (EXIST JNC STR 3 & JNC STR 4)	EACH	1	\$850.00	\$850.00
8090187	SEWER PIPE (48" FRPM)	L.FT.	178	\$275.00	\$48,950.00
9240053	MISC WK (FLOW MGMT PLAN- SEWER BYPASS, LOC 2)	L.SUM	0.72	\$743,000.00	\$534,960.00
9240054	MISC WK (FLOW MGMT PLAN- SEWER BYPASS, LOC 3)	L.SUM	1	\$122,500.00	\$122,500.00
9240056	MISC WK (SS SIPHON MODS AT FLOWING WELLS CBC)	L.SUM	1	\$33,100.00	\$33,100.00
9240134	MISC WK (MANHOLE CONC COLLAR PC SD WWD 212)	EACH	2	\$700.00	\$1,400.00
SHARED COST TOTAL					\$1,088,510.00
ADOT SHARE 97.17%					\$1,057,705.17
PCRWRD SHARE 2.83%					\$30,804.83

**List of Sewer Easement Acquisitions with
Estimated Costs ***

10-1543	Fidelity National Title Agency	3,619.02
10-1606	Leonard and Marian E. Sobel Trust	76,699.80
No Number?	UPRR	4,260.75
10-1604	Clear Channel Outdoor, INC.	<u>41,000</u>
Total		125,579.57

* Sewer Easements have been acquired by ADOT Right of Way Group for PCRWRD. These Sewer Easements will be transferred to Pima County after completion of Project H6241 01C. Note that PCRWR Disputes full reimbursement for Sewer Easements at this time.

**EXHIBIT B
PLANS FOR RELOCATIONS BY ADOT**

Items of Relocation Work to be performed under this Agreement are identified in the Relocation Description below, and on the attached Plans, Identified as:

**I-10 RUTHRAUFF ROAD TO PRINCE ROAD
SANITARY SEWER IMPROVEMENTS I-10 AND PRINCE ROAD
G-2009-068**

Dwgs: U-7.01 thru U-7.22

H6241 PLAN SET SHEETS 897 – 918

And

H6241 PLAN SET SHEETS 842 -843

Relocation work includes: 1) Diversion of 42-inch Outfall Sewer in Interstate 10 West Bound Frontage Road, from a connection point northeast of Prince Road and Union Pacific Railroad, to a crossing of I-10 1400 feet south of Prince Road and connection with the 72-inch Santa Cruz Interceptor Sewer at a point on La Cholla Boulevard 300 feet south of Flowing Wells Wash, with associated temporary flow management, boring, manholes, removals; 2) Diversion of 30-inch Gravity Interceptor Sewer in Prince Road east of I-10 into existing 54-inch Gravity Interceptor Sewer north of and parallel to Prince Road, with associated temporary flow management, relocated service and collector system north of Prince, and removals; 3) Protection of existing 72-inch and 78-inch sewer passing under I-10, with installation of structural Cured In Place Pipe liner (CIPP) and by placement of Utility Protection Structures over existing sewer at areas of new embankment; 4) Relocation of existing 10-inch sewer at La Cholla/Business Center Drive to avoid conflict with new Prince Road embankment west of I-10; 5) Siphon and Vapor Extractor improvements at La Cholla and Flowing Wells Wash Culvert; 6) Two Sewer Manholes in I-10 Eastbound Frontage Road, Stations 2077+32 and 2088+04 to be reconstructed and adjusted to grade, identified as Item 5050091 in Exhibit A Itemized Cost Estimate.

Cost Responsibility for specific items of removal, protection, relocation, construction and adjustment are identified in Exhibit C.

EXHIBIT 'C'
ADDENDUM NO. 1 TO 3290-10-PCWM

PIMA COUNTY REGIONAL WASTEWATER RECLAMATION
I-10, RUTHRAUFF TO PRINCE

FINDINGS CONCERNING PRIOR RIGHTS

CONTENTS

- C-1 Contents
- C-2 Evidence of No Betterment for 48-inch Bypass In Prince Road West of I-10
- C-6 Prior Right of 78-Inch Sewer in Eastbound Frontage Road (EBFR)

**EVIDENCE OF NO BETTERMENT FOR 48-INCH BYPASS
IN PRINCE ROAD WEST OF I-10**

The attached letter from Design Engineer Craig Cannizzaro, provided on Pages C-3 and C-4, explains that the use of 180.73 feet of 48-inch sewer pipe to divert sewage flow from an existing 32-inch sewer was not a BETTERMENT, but instead allowed for a lower RELOCATION cost than maintaining the 32-inch sewer size.

Installation of this 180.73 feet of 48-inch sewer pipe allowed PCRWRD to abandon and remove 1126 feet of conflicting 32-inch sewer, and divert the sewage flow into an existing 54-inch sewer that had unused capacity. Overall, this was a much less costly RELOCATION than reconstruction of the entire 1126 feet of 32-inch sewer at a non-conflicting location. (This determination of NO BETTERMENT was made before the original AGREEMENT was negotiated, but the documentation was inadvertently left out of the original Exhibit C.)

Plans for the 32-inch to 48-inch diversion are provided On Page C-5.

URS

January 10, 2011

Mary Lou Arbaugh
Utility Coordinator
ADOT Utility and Railroad Engineering
Tucson District
1221 South 2nd Ave. Mail Drop T100
Tucson, AZ 85713-1602

I-10 Mainline Reconstruction Rutherford to Prince
TRACS No. 6241 01 C
Re: Explanation for 48-inch Sewer in Prince Road,

Dear Mary Lou:

This letter is being written regarding the design of the 48-inch sewer main connection between the existing 30-inch sewer (G-141) within Prince Road and the existing 54-inch sewer (G-74-08) just north of Prince Road. Currently there is an existing connection between the 30 and 54-inch sewers near the intersection of Prince Road and the I-10 westbound frontage road that needs to be relocated due to the planned improvements to Prince Road and I-10. The new location for the connection between the 30 and 54-inch sewer is at the intersection of Prince Road and Runway Drive.

It is normal practice for sewers of differing sizes to be connected by matching crowns, this avoids the potential for the smaller pipe to be surcharged if the larger pipe fills up. However, because of the size difference between the 30 and 54-inch sewer mains, the design would have been complicated to make up the 2-feet of elevation in order to maintain a favorable pattern of flow without releasing the entrained hydrogen sulfide gases. This configuration would also make the junction structure where we are connecting the pipes very long. By using a 48-inch sewer pipe we only needed to make up 6-inches of elevation which allowed a much more compact junction structure which will save money during construction and will not take the entire intersection.

URS Corporation
333 East Wacker Road, Suite 400
Tucson, Arizona 85705
Tel: 520.587.1600
Fax: 520.587.6448

URS

Page 2 of 2

If you have any questions, please feel free to call.

Sincerely,

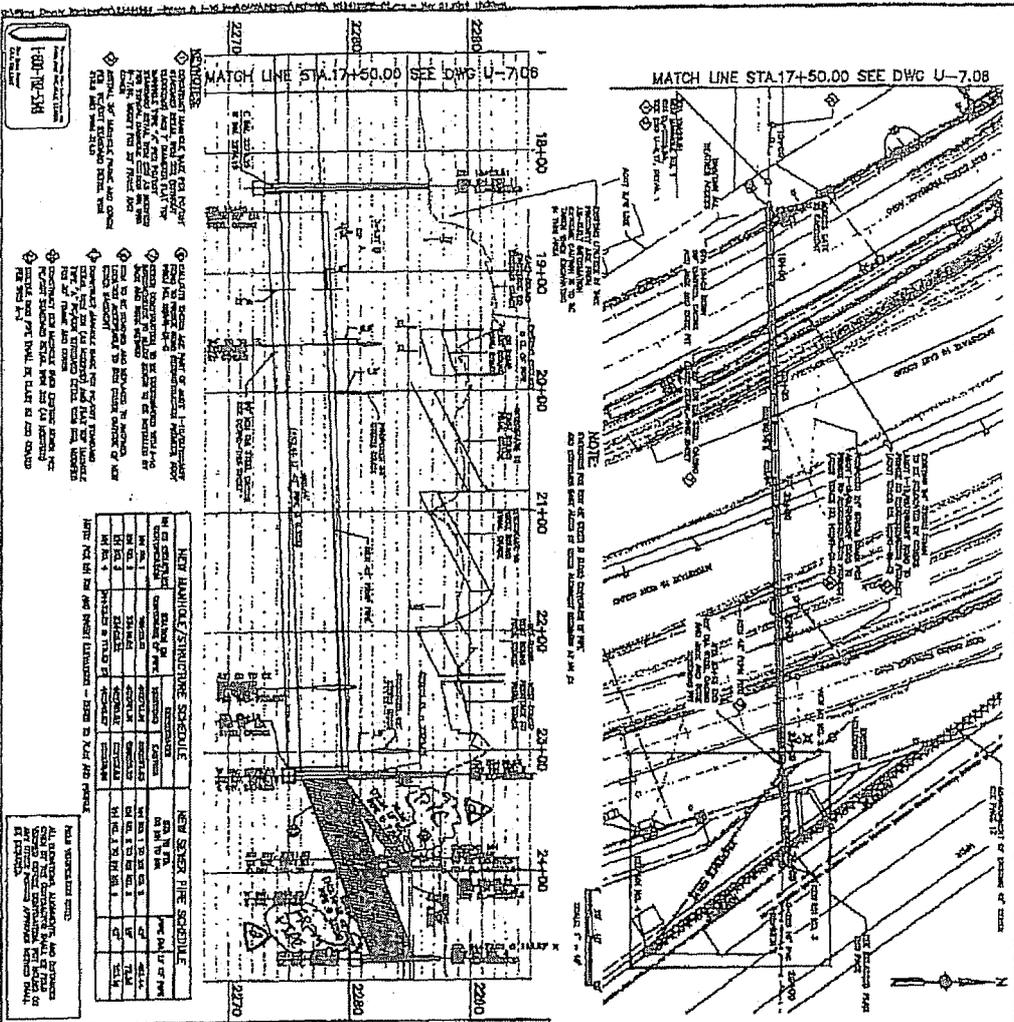
URS Corporation



Craig Cannizzo, P.E.
Sr. Water/Wastewater Engineer

cc
Enclosure
cc: Jody Rodriguez

EXHIBIT C
Addendum No. 1
3290-10-PCWM
Page C - 4



- NOTES:**
- 1. ALL STRUCTURES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, LATEST EDITION, AS APPLICABLE.
 - 2. ALL STRUCTURES SHALL BE CONSTRUCTED WITH A MINIMUM OF 18" CLEARANCE FROM ALL ADJACENT STRUCTURES AND UTILITIES.
 - 3. ALL STRUCTURES SHALL BE CONSTRUCTED WITH A MINIMUM OF 18" CLEARANCE FROM ALL ADJACENT PROPERTY LINES.
 - 4. ALL STRUCTURES SHALL BE CONSTRUCTED WITH A MINIMUM OF 18" CLEARANCE FROM ALL ADJACENT ROADWAYS.
 - 5. ALL STRUCTURES SHALL BE CONSTRUCTED WITH A MINIMUM OF 18" CLEARANCE FROM ALL ADJACENT UTILITIES.
 - 6. ALL STRUCTURES SHALL BE CONSTRUCTED WITH A MINIMUM OF 18" CLEARANCE FROM ALL ADJACENT OBSTACLES.
 - 7. ALL STRUCTURES SHALL BE CONSTRUCTED WITH A MINIMUM OF 18" CLEARANCE FROM ALL ADJACENT OBSTRUCTIONS.
 - 8. ALL STRUCTURES SHALL BE CONSTRUCTED WITH A MINIMUM OF 18" CLEARANCE FROM ALL ADJACENT OBSTACLES AND OBSTRUCTIONS.
 - 9. ALL STRUCTURES SHALL BE CONSTRUCTED WITH A MINIMUM OF 18" CLEARANCE FROM ALL ADJACENT OBSTACLES AND OBSTRUCTIONS.
 - 10. ALL STRUCTURES SHALL BE CONSTRUCTED WITH A MINIMUM OF 18" CLEARANCE FROM ALL ADJACENT OBSTACLES AND OBSTRUCTIONS.

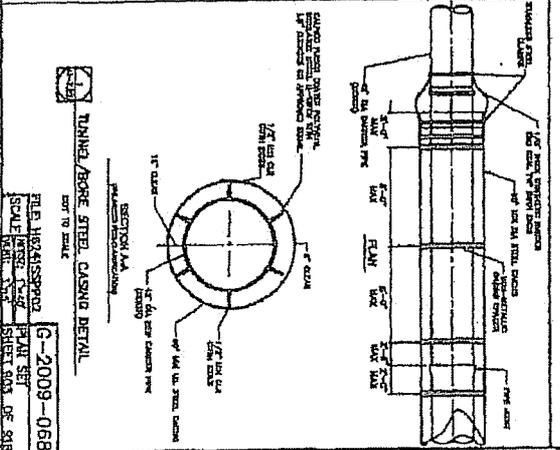
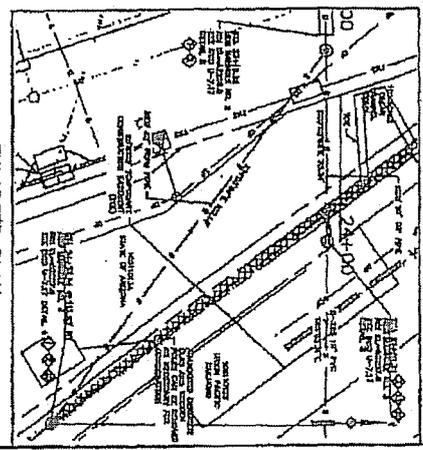
NEW MANHOLE/STRUCTURE SCHEDULE

NO.	DESCRIPTION	DIAMETER	DEPTH	CONCRETE	STEEL	CAST IRON	OTHER
1	MANHOLE	48"	4'-0"	✓			
2	MANHOLE	48"	4'-0"	✓			
3	MANHOLE	48"	4'-0"	✓			
4	MANHOLE	48"	4'-0"	✓			
5	MANHOLE	48"	4'-0"	✓			
6	MANHOLE	48"	4'-0"	✓			
7	MANHOLE	48"	4'-0"	✓			
8	MANHOLE	48"	4'-0"	✓			
9	MANHOLE	48"	4'-0"	✓			
10	MANHOLE	48"	4'-0"	✓			

NEW SEWER PIPE SCHEDULE

NO.	DESCRIPTION	DIAMETER	LENGTH	CONCRETE	STEEL	CAST IRON	OTHER
1	SEWER PIPE	36"	100'	✓			
2	SEWER PIPE	36"	100'	✓			
3	SEWER PIPE	36"	100'	✓			
4	SEWER PIPE	36"	100'	✓			
5	SEWER PIPE	36"	100'	✓			
6	SEWER PIPE	36"	100'	✓			
7	SEWER PIPE	36"	100'	✓			
8	SEWER PIPE	36"	100'	✓			
9	SEWER PIPE	36"	100'	✓			
10	SEWER PIPE	36"	100'	✓			

NOTE: THE TOTAL LENGTH OF THIS PROJECT IS 6,000 FEET. THE TOTAL LENGTH OF THIS PROJECT IS 6,000 FEET. THE TOTAL LENGTH OF THIS PROJECT IS 6,000 FEET.



Pluma County Regional Wastewater Reclamation Department

G-2009-068

PLUM COUNTY REGIONAL WASTEWATER RECLAMATION DEPARTMENT

SCALE: AS SHOWN

DATE: 08/11/09

PROJECT NO. G-2009-068

URS

300 East Jefferson, Suite 400
Tulsa, OK 74103
Phone: 918-447-6200

PLUM COUNTY

Regional Wastewater Reclamation Department

220 N. Main Street, Suite 200
Tulsa, OK 74103
Phone: 918-447-6200

NO.	DESCRIPTION	QUANTITY	UNIT	AMOUNT
1	MANHOLE	10	EA	
2	SEWER PIPE	6000	LF	
3	CAST IRON PIPE	0	LF	
4	CONCRETE PIPE	0	LF	
5	STEEL PIPE	0	LF	
6	OTHER	0	EA	

DATE: 08/11/09

SCALE: AS SHOWN

PROJECT NO. G-2009-068

DATE: 08/11/09

SCALE: AS SHOWN

PROJECT NO. G-2009-068

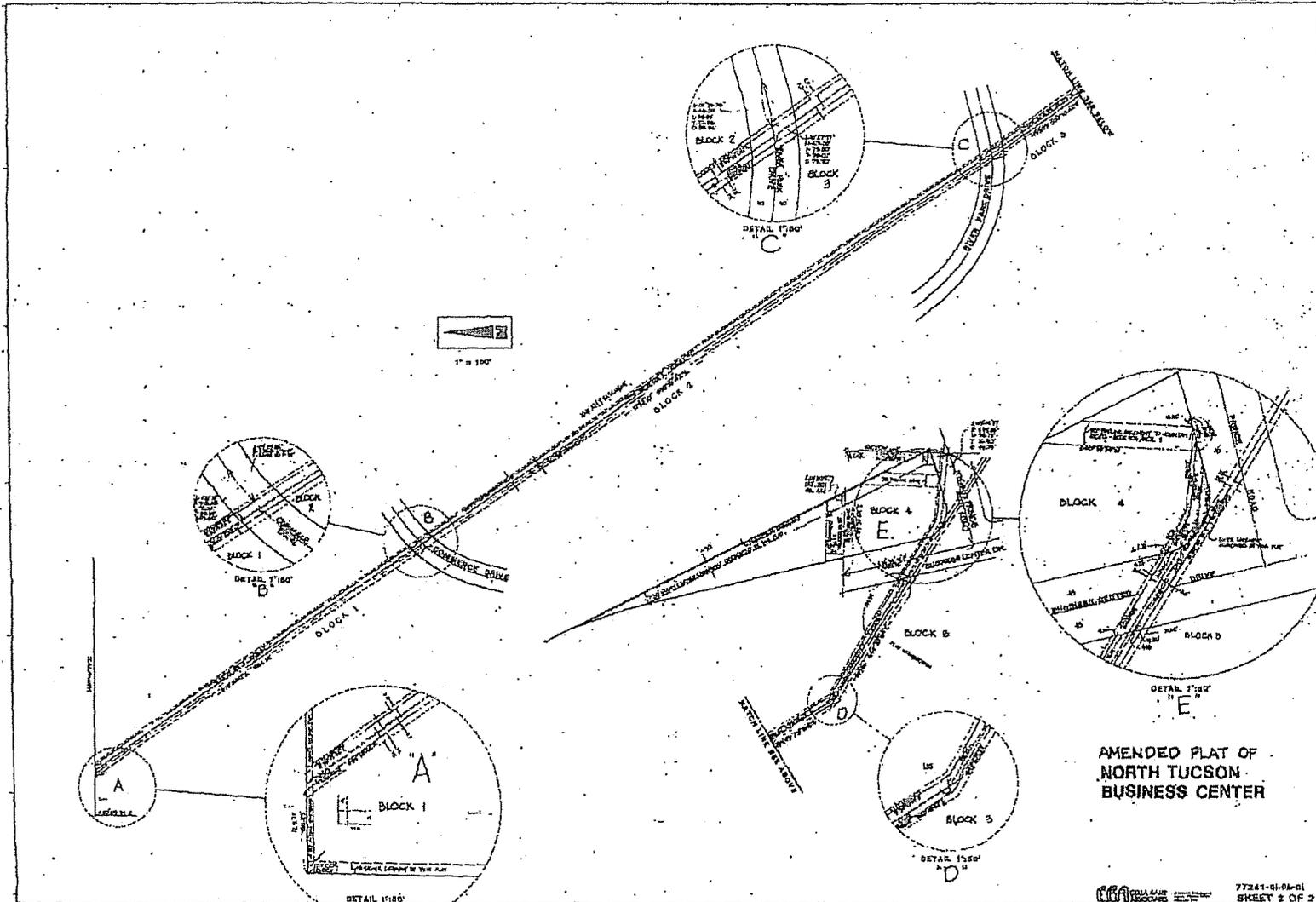
PRIOR RIGHT OF 78-INCH SEWER IN EAST BOUND FRONTAGE ROAD (EBFR)

The Amended Plat of North Tucson Business Center, shown on Pages C- 7 and C-8 of this Exhibit, was recorded May 5, 1983 as Book 36, Page 22 in the Pima County Recorder's Book of Maps. This subdivision plat shows a 30-foot Utility and Sewer Easement in Block 4, adjacent to the west I-10 right-of-way line.

The 78-inch Sewer was constructed in 1974-75 as City of Tucson project G-74-08. A plan sheet showing construction of this sewer segment is shown on Page C-9 of this Exhibit. The "As-Built" stamp indicates completion 12/3/1975. (This segment of the sewer was built in then-ADOT right-of-way, but ADOT turned over a portion of this right-of-way to the City of Tucson, who subsequently abandoned this segment, allowing for creation of the Utility and Sewer Easement established in Book 36, Page 22 in the Pima County Recorder's Book of Maps.)

A composite drawing showing the location of the 78-inch sewer within the 30-foot Utility and Sewer Easement is attached as Page C-10 of this Exhibit.

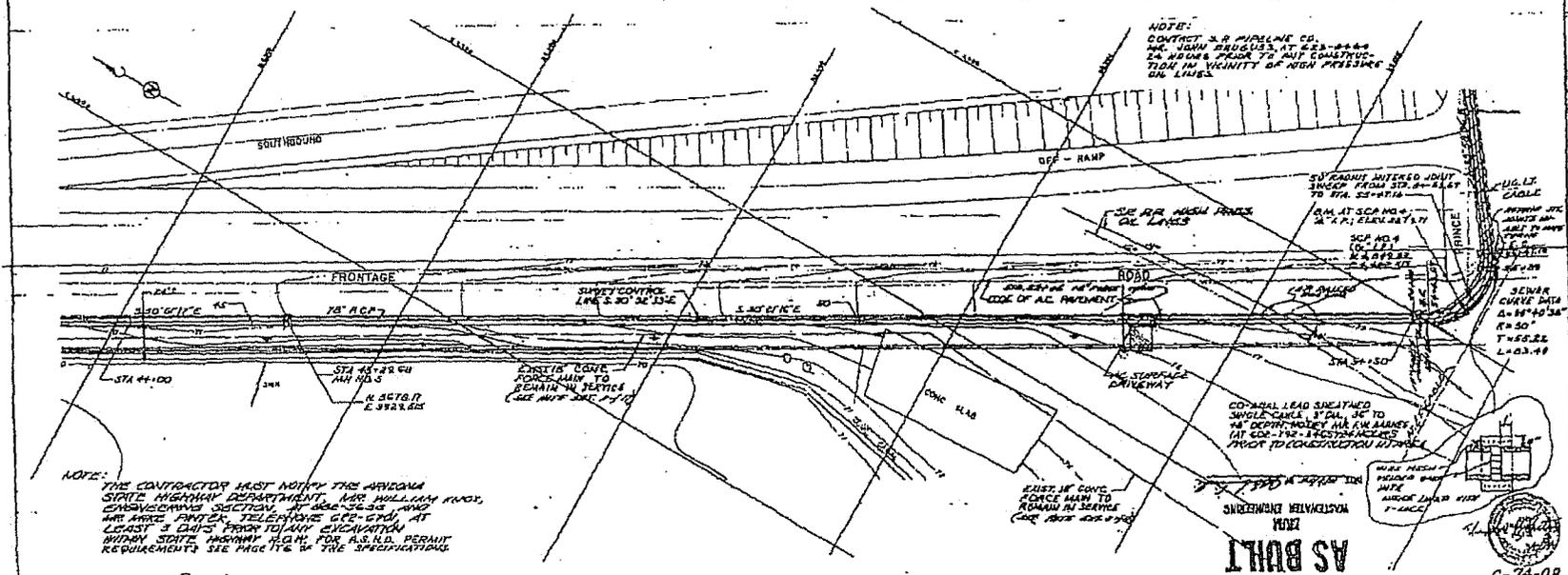
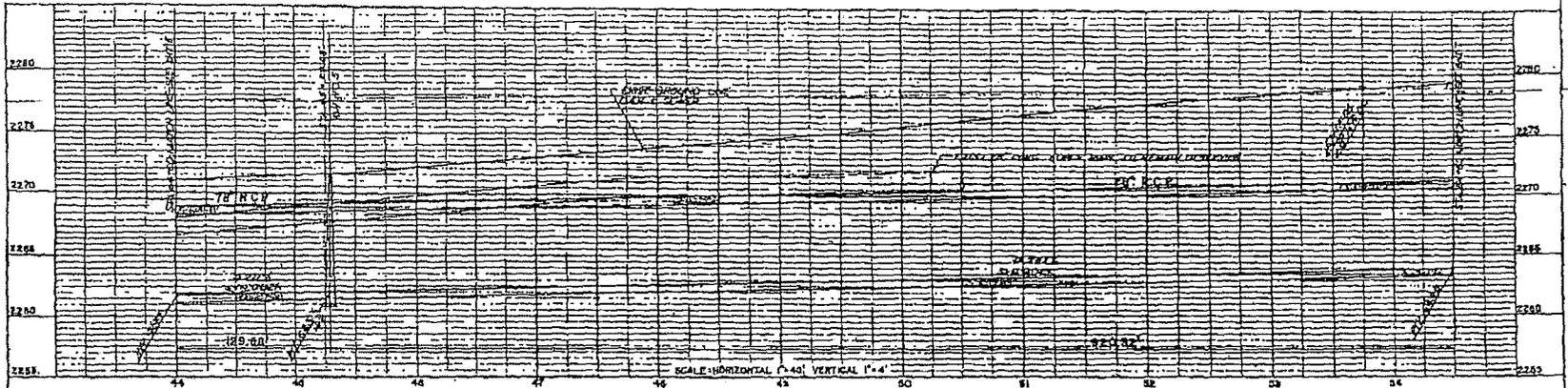
Note that the composite drawing does not show the full extent of the Utility and Sewer Easement, part of which has been reacquired as part of the right-of-way acquisition under ADOT Project 10 PM 250 H3186 01R. See Page C-11 of this Exhibit.



AMENDED PLAT OF
NORTH TUCSON
BUSINESS CENTER

77241-04-01
SHEET 2 OF 2
BOOK 36 PAGE 22 (2)

EXHIBIT C
Addendum No. 1
3290-10-PGWM
Page C - 8

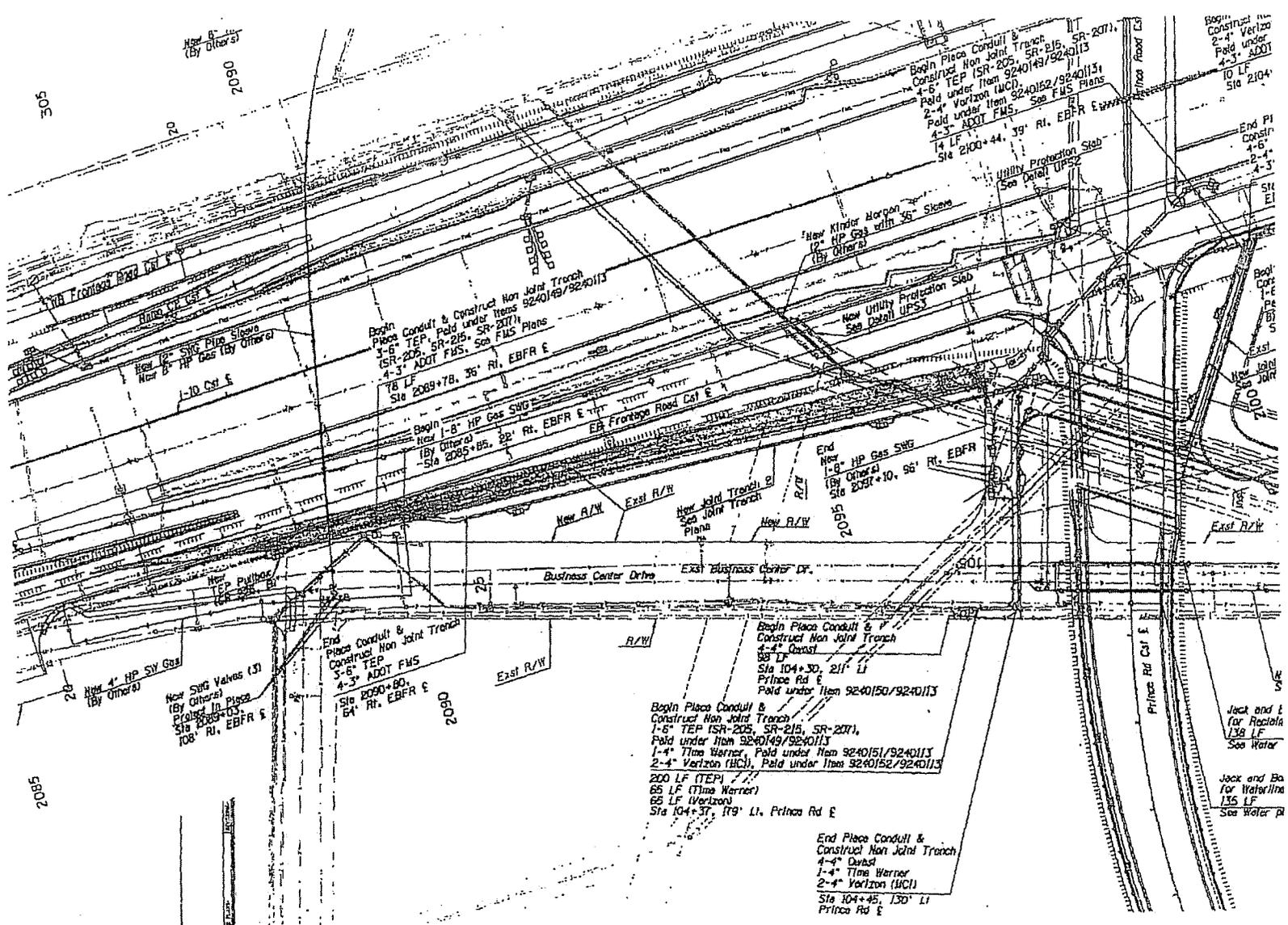


NOTE: THE CONTRACTOR MUST NOTIFY THE ARIZONA STATE HIGHWAY DEPARTMENT, 400 N. MOLLAY AVENUE, CHANDLER, ARIZONA, AT 480-2626, AND AIR MAIL FAXER, TELEPHONE 480-2701, AT LEAST 3 DAYS PRIOR TO ANY ENCROACHMENT WITHIN STATE HIGHWAY PLANS FOR A.S.H.D. PERMIT REQUIREMENTS SEE PAGE 116 OF THE SPECIFICATIONS.

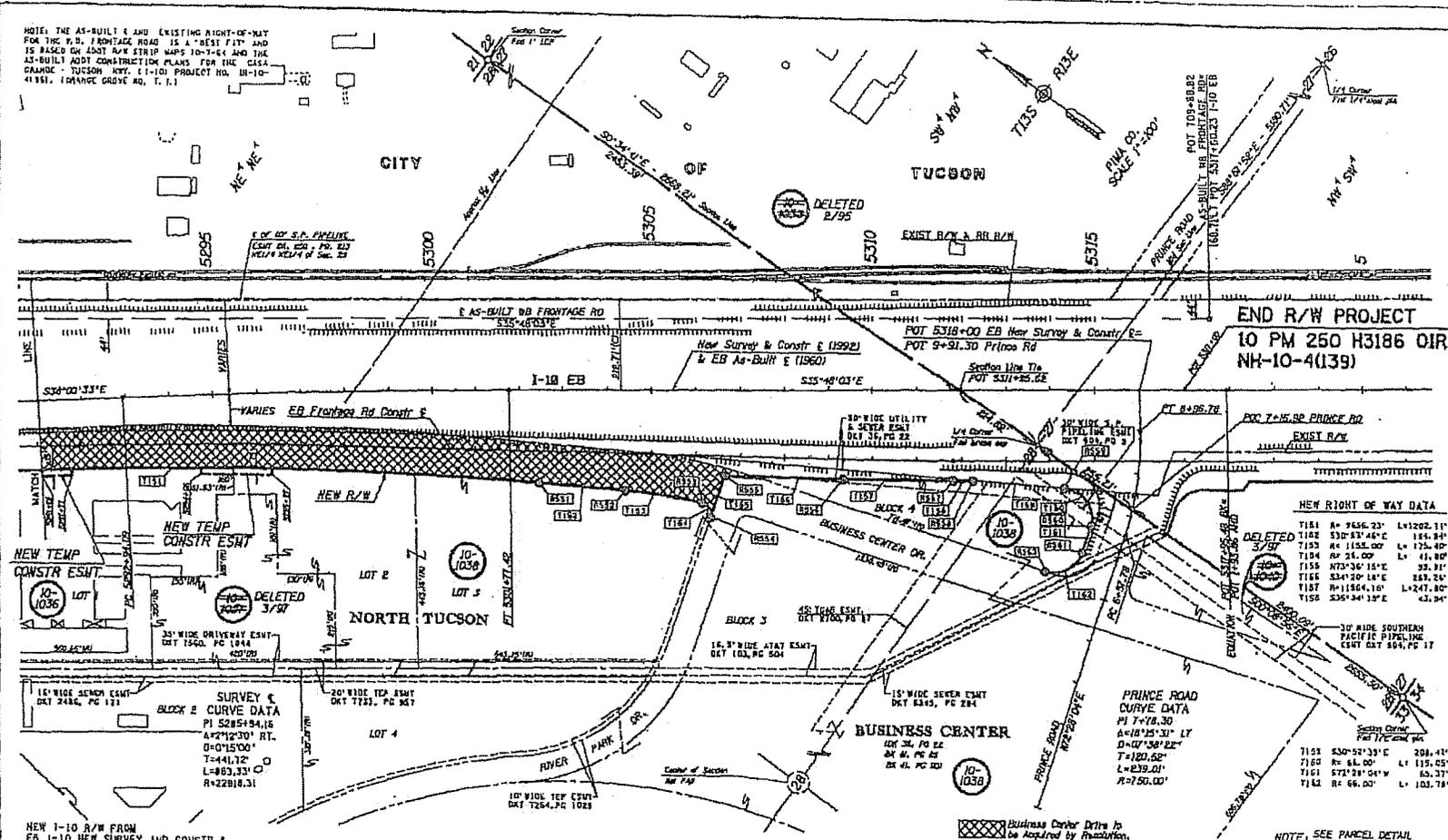
AS BUILT

6-74-08

EVD 3 J.R.I.	PROJECT: <i>Princo Road</i> DRAWN BY: <i>John R. Gandy</i>	CHECKED BY: <i>[Signature]</i> DATE: <i>11/17/74</i>	ROWEN AND CALDWELL CONSULTING ENGINEERS 300 N. FLEETWOOD - TUCSON, ARIZONA	PL. 1-3930 JULY 1974	CITY OF TUCSON	PRINCO ROAD INTERCEPTION SEWER - PHASE I STA. 44+00 TO STA. 54+50	SHEET NUMBER: <i>11</i> TOTAL SHEETS: <i>17</i>
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NOTE: THE AS-BUILT E AND EXISTING RIGHT-OF-WAY FOR THE N.W. FRONTAGE ROAD IS A "BEST FIT" AND IS BASED ON ASOT A/W STRIP MAPS 10-1-64 AND THE AS-BUILT ADOT CONSTRUCTION PLANS FOR THE CASA GRANDE - TUCSON HWY. I-10 PROJECT NO. 10-10-4191. (FRANKE GROVE RD., I. I.)



END R/W PROJECT
10 PM 250 H3186 DIR
NH-10-4(139)

NEW RIGHT OF WAY DATA

7181	N=9456.23'	L=1202.11'
7182	S32°37'40"E	L=164.94'
7183	N=1155.00'	L=125.40'
7184	N=25.00'	L=41.80'
7185	N75°36'15"E	L=22.31'
7186	S34°10'00"E	L=259.20'
7187	N=11504.10'	L=247.80'
7188	S35°34'13"E	L=31.24'

PRINCE ROAD CURVE DATA

PI	7+78.30
A=18°15'31" LY	
D=47°38'22"	
T=180.62'	
L=239.01'	
R=750.00'	

NEW 1-10 R/W FROM EB I-10 NEW SURVEY AND CONSTR E

851E	POI 5302+43.10	210.47' RT	855S	POI 5306+61.17	134.19' RT	856D	POI 5314+86.16	306.14' RT
851F	POI 5304+137.33	221.54' RT	855G	POI 5308+30.74	200.37' RT	856E	POI 5+53.46	78.00' LT PRINCE ROAD
851G	POI 5306+10.29	246.77' RT	855H	POI 5311+78.12	204.63' RT	856F	POI 5311+66.27	371.42' RT
851H	POI 5308+21.96	268.33' RT	855I	POI 5313+22.06	204.11' RT	856G	POI 5+64.00	78.00' LT PRINCE ROAD
	LTS= 103°36'15"E		855J	POI 5314+28.75	222.70' RT	856H	POI 5313+82.80	413.17' RT

REVISIONS

C.O. NO.	DATE	BY	DESCRIPTION
5103	3-21-97	MS	REV. R/W PAR. 10-1038, 10-1037, & 10-1040

DRAWING NO. 10-10-111
MAY COPY YES
DATE 10-10-10
CHECKED/DATE BY WAY M
(Reviewed)
PROJECT NO. NH-10-4(139)
SHEET NO. 1-10
ORANGE GROVE ROAD - PRINCE ROAD
DATE 14 OF 24

