

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

C Award C Contract C Grant

Requested Board Meeting Date: January 2, 2018.

\* = Mandatory, information must be provided

or Procurement Director Award

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

Arizona Department of Transportation (ADOT)

### \*Project Title/Description:

RWRD/AZDOT Utility Agreement 3642-17-PCRWRD Ajo Way (SR86) TI (CWW.3AI195)

### \*Purpose:

AZDOT Intergovernmental Agreement (IGA) to fund Phase II of public sanitary sewer relocations necessary to resolve conflicts within the ADOT roadway improvements on Highway I-19 located at State Route 86.

#### \*Procurement Method:

Not applicable (IGA - Procurement exempt)

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

RWRD will monitor and inspect the public sanitary sewer work that will be constructed by the ADOT roadway contractor, to assure compliance with RWRD standard specifications and provide quality control.

#### \*Public Benefit:

The RWRD public sanitary sewer relocations are required to accommodate the roadway and intersection improvements on Interstate I-19 located at Ajo Way State Route 86.

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

Final audit of total costs for the sewer work and compliance with the scheduled completion dates.

#### \*Retroactive:

No

To: CoB. 12.19.17 Ver. -1 955. - 41 (2)

Procure Dept 12/18/17 PMOI:40

Contract / Award Information					
Document Type: CT Department Code: WW	Contract Number (i.e.,15-123): 18-173				
Effective Date: 01/02/18 Termination Date: 06/26/20	Prior Contract Number (Synergen/CMS):				
	Revenue Amount: \$				
*Funding Source(s) required: RWRD Obligations					
Funding from General Fund?	%				
Contract is fully or partially funded with Federal Funds? *Is the Contract to a vendor or subrecipient?	☐ Yes ☑ No				
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					
ii 166, attacii iile required forii per Administrative i recedure	22-10.				
Amendment / Revised Award Information					
Document Type: Department Code:					
Amendment No.:					
Effective 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? CYes CNo If	Yes \$ %				
Grant/Amendment Information (for grants acceptance and	awards) C Award C 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? CYes (No If	Yes \$ %				
*Match funding from other sources? Yes No If	Yes \$ %				
*Funding Source:					
*If Federal funds are received, is funding coming directly Federal government or passed through other organization.					
Contact: Glen Peterson (Stephanie Olmedo, 724-4671)					
Department: Regional Wastewater Reclamation Departm	ent Telephone: 724-6349				
Department Director Signature/Date:	12/7/17				
Deputy County Administrator Signature/Date	12/15/17				
County Administrator Signature/Date: (Required for Board Agenda/Addendum Items)	Meltall 12/15/17				
(,,					

CONTRACT	
NO. <u>CT. WW-18-17</u> AMENDMENT NO.	3
This number must appear invoices, correspondence documents pertaining to contract.	on all and this

A. G. CONTRACT NO. P001-2017-004669

# ARIZONA DEPARTMENT OF TRANSPORTATION

# UTILITY AND RAILROAD ENGINEERING SECTION

# UTILITY AGREEMENT Between THE STATE OF ARIZONA

and

# **PIMA COUNTY**

Agreement No.
UTILITY TRACS No.
UTILITY PROJECT NO.
HIGHWAY
Location

3642-17-PCRWRD 019 PM 061 F0132 01C NH-019-A(236)S Interstate 19 Ajo Way (SR 86) TI

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.

# **INDEX**

Section	<u>Page</u>
INDEX	2
I. RECITALS	4
II. DEFINITIONS	4
III. AGREEMENT  A. Construction Requirements  1. Staking  2. Remove Abandoned Facilities  3. Ownership of Facilities  4. Maintenance  B. Transfer of Land Interests  1. Temporary Construction Easement  C. Permit  1. Normal Permit for non-prior rights facilities  2. Joint Occupancy  3. Permit with prior Rights  D. Traffic  E. Start/Completion Date  F. Subcontracting  G. Blue Stake  H. The Acceptance Date	6 6 6 7 7 7 7 7 7 8 8 8 8 8 9 9
IV. SCHEDULES AND PAYMENTS A. Utility Construction Schedule B. Payments 1. Changes in Scope of Work 2. Cost Increases 3. Submission of Invoices 4. Payment of Invoices 5. Reimbursements	9 9 9 10 10 10 11
V. LIABILITY A. Liability	11 11
VI. STATUTORILY MANDATED TERMS A. Arbitration B. Budget Limitations C. Executive Orders 75-5 and 2009-9 D. Cancellation by Governor	12 12 12 12 12 12

VII. MISCELLANEOUS CONDITIONS	12
A. Communications for this AGREEMENT	12
B. AGREEMENT Content and Modification	12
C. Laws	13
D. Breach of AGREEMENT	13
E. Records Retention and Audit	13
Signature & Notary Public Page	14

Exhibit "A" Cost Estimate
Exhibit "B" Plans for Relocation
Exhibit "BA" for "Buy America" requirements of 23 CFR 635.410
Exhibit "C" Additional Prior Rights Documentation
Exhibit "D" Additional Scope of Design Services

# 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 to RELOCATE existing UTILITY facilities belonging to the UTILITY.

Project funding is available in FY2015 and FY2017. The project has been split into Project 1 and Project 2. This agreement is for Project 2.

ADOT will RELOCATE the UTILITY facilities which conflict with the PROJECT construction as shown on Exhibit "B". The relocation work includes removing existing sewer and sewer manholes. The construction includes installing sewer manholes, PVC sewer and ductile iron sewer.

The UTILITY is responsible for the cost of RELOCATIONS under this AGREEMENT as identified in Exhibit "A".

Additional PRIOR RIGHT facilities are denoted as such in Exhibit "C". This is for relocation of sewer beneath I-19 because the existing sewer manhole would be in a travel lane in the proposed condition.

Additional Scope of Design Services are denoted as such in Exhibit "D" with the cost responsibility identified in Exhibit "A".

# II. <u>DEFINITIONS</u>

- 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. 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.
- F. CONSTRUCTION PROJECT NO. means the roadway construction project number utilized for ADOT construction PROJECT, which is NH-019-A(236)S.
- G. CONSTRUCTION TRACS NO. means the roadway construction Accounting number utilized for ADOT construction PROJECT, which is 019 PM 061 F0132 01C.
- H. 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.
- MUTCD means the "Manual on Uniform Traffic Control Devices" and any amendments and/or revisions thereto.
- J. 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.
  - K. PROJECT means this ADOT roadway construction project.
- L. RELOCATE or RELOCATION means to move or adjust a UTILITY facility to avoid conflict with PROJECT construction.
  - M. RELOCATED FACILITIES means the facilities so moved or adjusted.

- N. UTILITY means Pima County, acting for its Regional Wastewater Reclamation Department.
- O. 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.
- P. UTILITY PROJECT NO. means ADOT's utility relocation project number, which is NH-019-A(236)S.
- Q. UTILITY TRACS NO. means ADOT's utility relocation Accounting number utilized for UTILITY's relocation work, which is 019 PM 061 F0132 01C.
- R. WORK means pre-engineering, 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.
- S. 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. <u>Construction Requirements.</u> ADOT will RELOCATE the UTILITY facilities as shown on the plans marked Exhibit "B".
- Staking. ADOT shall provide adequate horizontal and vertical survey control.
   The grade and alignment of the RELOCATION shall be staked by ADOT.

- <u>Remove Abandoned Facilities.</u> Upon written approval from UTILITY, ADOT, at its sole expense, shall remove any of the existing facilities which are identified on EXHIBIT "B" to be removed by ADOT.
- 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.
- 4. <u>Maintenance</u>. Maintenance operations and associated costs for the UTILITY facilities covered by the AGREEMENT will be the responsibility of the UTILITY.
- B. <u>Transfer of Land Interests.</u> 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.
- Temporary Construction Easement. ADOT shall provide at no expense to UTILITY, any temporary construction easement necessary for the performance of the RELOCATION.
- C. <u>Permit.</u> The UTILITY will obtain a permit from ADOT 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.
- 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. <u>Joint Occupancy</u>. 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. <u>Permit with Prior Rights.</u> 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.
- D. <u>Traffic.</u> 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. <u>Start/Completion Date.</u> The RELOCATION will be accomplished during the PROJECT construction by ADOT.

- F. <u>Subcontracting.</u> RELOCATION will be performed by ADOT's contractor and/or subcontractor.
- G. <u>Blue Stake</u>. 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. <u>The Acceptance Date.</u> The acceptance date of this AGREEMENT shall be the day which the last party executes the AGREEMENT.

#### IV. SCHEDULES AND PAYMENTS:

- A. <u>UTILITY CONSTRUCTION Schedule.</u> Any service connections and system startup is the UTILITY responsibility and will accommodate the PROJECT construction schedule.
- B. <u>Payments.</u> ADOT will be responsible for the cost of RELOCATION and any WORK performed by the UTILITY for PRIOR RIGHTS facilities. The estimated cost for WORK

performed by the UTILITY for 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 on Exhibit "A" (except for any items identified to be paid by UTILITY) do not constitute betterments or enhancements within the meaning of this AGREEMENT.

- 1. <u>Changes in Scope of Work.</u> In the event conditions or circumstances require a change in the scope of work on the RELOCATION as set forth in Exhibit "B", each party shall agree in writing to the changes, including payment responsibilities prior to doing the work.
- 2. <u>Cost Increases.</u> ADOT approval is required for any invoice total which exceeds the cost estimate set forth in Exhibit "A" plus any approved changes by more than ten percent (10%). Invoices which exceed the original or revised estimated cost by more than ten percent (10%) without prior written approval shall be returned to the UTILITY pending resolution.
- 3. <u>Submission of Invoices.</u> The UTILITY may submit to ADOT monthly itemized invoices for the WORK costs from the date of ADOT's authorization for the UTILITY to proceed with the engineering and/or RELOCATION. Except for the final invoice, monthly invoices shall only be submitted for costs of five hundred dollars (\$500) or more. The UTILITY shall, within ninety (90) days after completion of WORK, submit to ADOT detailed invoices covering the actual cost of all WORK, including applicable taxes and standard UTILITY overhead and subcontracting administration fee. Invoices shall include the appropriate AGREEMENT and UTILITY TRACS numbers and shall be labeled as "Progress Invoice" or "Final Invoice", as

the case may be. A detailed cost run summary will be prepared and submitted together with the final invoice. Costs shall be accumulated and invoiced in accordance with the Federal Acquisition Regulations. The United States Code of Federal Regulations, 23CFR 645 A is incorporated into this AGREEMENT by reference. In the absence of a compliant accounting system, ADOT will allow a charge for Overhead and Indirect Costs equal to 5% of the total labor, labor surcharges and materials. This charge does not include any amount based on allowable subcontracts included in the AGREEMENT. If the UTILITY wishes to use an existing continuing contract with a subcontractor, they shall provide ADOT with support as to the reasonableness of the cost. ADOT will provide specific approval if the costs are deemed reasonable.

- Payment of Invoices. ADOT agrees to pay the UTILITY the invoiced amount within ninety (90) days of receipt, provided the UTILITY has complied with all conditions of this AGREEMENT.
- 5. <u>Reimbursements.</u> 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.. <u>Liability.</u> 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. <u>Arbitration</u>. 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

B. <u>Budget Limitations.</u> This AGREEMENT is subject to the provisions of Chapter 1 of Title 35. Arizona Revised Statutes.

C. <u>Executive orders 75-5 and 2009-9.</u> The UTILITY shall comply with all applicable provisions of Executive Order 75-5 and 2009-9, "Non-Discrimination in Employment by Government Contractors and Subcontractors".

D. <u>Cancellation by Governor</u>. 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. <u>Communication for this AGREEMENT</u>. Communication required to be given pursuant to this AGREEMENT shall be:

Arizona Department Of Transportation Utility and Railroad Engineering Section Attn.: Engineer – Manager 205 South 17th Avenue, Mail Drop 618E Phoenix, AZ 85007 (602) 712-8161 VBever@azdot.gov Pima County Regional Wastewater Reclamation Department Attn: Glen Peterson Public Works Building 201 N. Stone Avenue 3<sup>rd</sup> Floor Tucson, AZ 85701-1207 (502) 724-6349 Glen.peterson@pima.gov

B. <u>AGREEMENT Content and Modification</u>. 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. <u>Breach of AGREEMENT</u>. 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. <u>Records Retention and Audit.</u> 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.

# APPROVED

Assistant Attorney General
Attorney for Department
of Transportation

Date 11/30/17

ARIZONA DEPARTMENT OF TRANSPORTATION -	IOUNIS HALIKOMISKI DIDECTOR
ARIZONA DEPARTMENT OF TRANSPORTATION -	JOHN S. HALIKOWSKI, DIRECTOR
By: Victoria D. Bever Utility & Railroad Engineering Manager	Date:
PIMA COUNTY	
APPROVED:	
Olair Barata (Orana)	Date:
Chair, Board of Supervisors	
ATTEST	
Clerk of Board	Date:
APPROVED AS TO FORM  Deputy County Astronomy	DEC 0 1 2017
APPROVED AS TO CONTENT  Separtment Head	Date:
ACKNOWLEDGMENT BY STATE	
STATE OF ARIZONA )	
) ss COUNTY OF MARICOPA )	
The foregoing instrument was acknowledged before i	•
Engineering, Arizona Department of Transportation.	
My Commission Expires:	Notary Public

# **EXHIBIT A**

# AGREEMENT NO. 3642-17-PCRWRD 119 AJO WAY (SR 86) TI 019 PM 061 H8467 01C PCRWRD

# **SUMMARY OF ESTIMATED COST**

Estimated PCRWRD Construction Costs for No Prior Rights (included in construction Phase II project estimate)	\$ 282,928
15% Construction Engineering	\$ 42,439
Total Estimate Construction Costs due to ADOT	\$ 325,367
Additional Design Services Costs (included in construction Phase II project estimate)	\$ 5,686
15% Administrative Cost	\$ 853
Total Additional Design Services Costs	\$ 6,539
Non Prior Rights (38%) Design Services Costs due to ADOT	\$ 2,485

**PCRWRD Total Due ADOT** 

\$ 327,852

## PROJECT NO. 019 PM 061 F0132 01C FEDERAL AID NO. NH-019-A(236)S AJO WAY (SR 86) TI

# PCRWRD COST ESTIMATE PCRWRD COSTS FOR NO PRIOR RIGHTS

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
2020116	REMOVE (SEWER MANHOLE)	EACH	5	\$1,500.00	\$7,500.00
5090091	MANHOLE (SEWER) (ADJUSTMENT)	EACH	5	\$400.00	\$2,000.00
8080699	SEWER SERVICE (RENEWAL)	EACH	5	\$1,000.00	\$5,000.00
8080186	SEWER PIPE (4" PVC) (SDR-35)	L.FT.	166	\$80.00	\$13,280.00
8090187	SEWER PIPE (8" PVC) (SDR-35)	L.FT.	886	\$100.00	\$88,600.00
8090189	SEWER PIPE (8") (DUCTILE IRON) (CL 350)	L.FT.	38	\$300.00	\$11,400.00
8091111	MANHOLE, SANITARY SEWER, 4' DIA	EACH	5	\$8,000.00	\$40,000.00
9240052	MISCELLANEOUS WORK (FLOW MANAGEMENT PLAN 1.0)	L.SUM	1	\$10,000.00	\$10,000.00
9240053	MISCELLANEOUS WORK (FLOW MANAGEMENT PLAN 2.0)	L.SUM	1	\$10,000.00	\$10,000.00
9240054	MISCELLANEOUS WORK (FLOW MANAGEMENT PLAN 3.0)	L.SUM	1	\$10,000.00	\$10,000.00
9240111	MISCELLANEOUS WORK (ABANDON EXISTING SANITARY SEWER AND MANHOLE) (IN PLACE)	L.FT.	376	\$15.00	\$5,640.00
9240112	MISCELLANEOUS WORK (REMOVE SEWER)	L.FT.	2,076	\$35.00	\$72,660.00
9240115	MISCELLANEOUS WORK (RECONSTRUCT SEWER MANHOLE)	L.FT.	10	\$500.00	\$5,000.00
9240144	MISCELLANEOUS WORK (SEWER CCTV INSPECTION)	L.FT.	924	\$2.00	\$1,848.00
			SEW	ER SUBTOTAL:	\$282,928.00

3642-17-PCRWRD EXHIBIT A

#### PROJECT NO. 019 PM 061 F0132 01C FEDERAL AID NO. NH-019-A(236)S AJO WAY (SR 86) TI

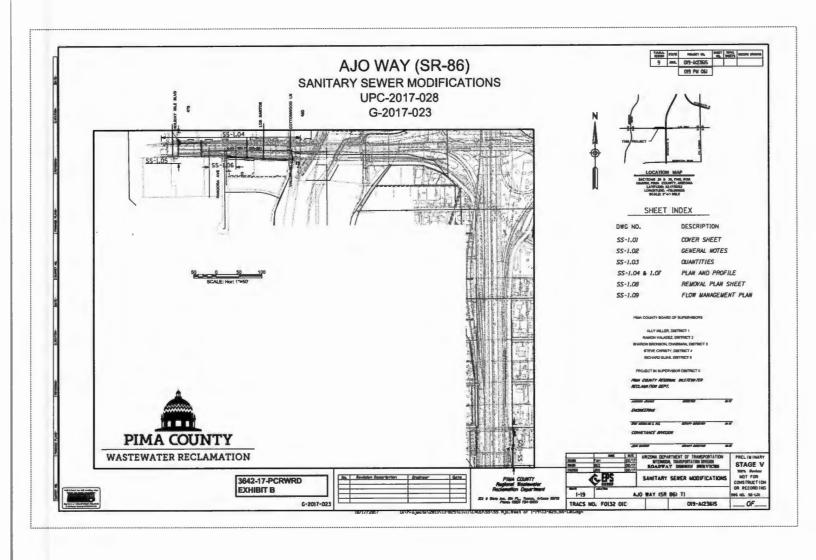
# PCRWRD COST ESTIMATE ADOT COSTS FOR PRIOR RIGHTS

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
8090187	SEWER PIPE (8" PVC) (SDR-35)	L.FT.	341	\$100.00	\$34,100.00
8091111	MANHOLE, SANITARY SEWER, 4' DIA	EACH	4	\$8,000.00	\$32,000.00
9240055	MISCELLANEOUS WORK (FLOW MANAGEMENT PLAN 4.0)	L.SUM	1	\$10,000.00	\$10,000.00
9240111	MISCELLANEOUS WORK (ABANDON EXISTING SANITARY SEWER AND MANHOLE)(IN PLACE)	L.FT.	315	\$15.00	\$4,725.00
9240144	MISCELLANEOUS WORK (SEWER CCTV INSPECTION)	L.FT.	341	\$2.00	\$682.00
			SEW	ER SUBTOTAL:	\$81,507.00

3642-17-PCRWRD EXHIBIT A

# EXHIBIT B AGREEMENT NO. 3642-17-PCRWRD I19 AJO WAY (SR 86) TI

**PLANS FOR RELOCATION** 



9 ms. 019-362365 019 PM 061

#### GENERAL SEWER MOTES

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#### PROJECT SPECIFIC NOTES

- PROJECT SPECIFIC MOTES:

  87. PROM. CARE ONLY BE TAKEN TO ESSAIR SUPES AND BARRYAND.
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- MIND 583.

  THE MINDLES THAT ARE SAGIN ON THE PLANS TO BE REMOVED, THE CONTINUED SHALL REMOVE THE FAMILE AND COVER. THE SALVIDED FAMIL FROM THE SALVIDED FAMIL OF CONTINUES AT THE LOCATION SPECIFIED BY THE INSPECTION, THE MINDLESS WILL BE COMPLETED BROUGHED, THE MINDLESS WILL BE COMPLETED FROM SHALLING THE WAY THE MINDLESS WILL BE COMPLETED BROUGHED. OF THE RESPECTIVE, THE MEMBELS WILL BE COMPLETELY DEBILISHED, THE CHIEFER FILLED WITH SELECT WITHOUTH, AND COMPLETED OR EXCOMPANCE WITH THE STRAINWESS SET OF THE ARREST CONTROLLED THE MEMOT-OF-WAY, BY ALL CHIEFS A MEMBER OF SISK OF THE STRAINWAY DESERT, BY ACCOUNTED WHITH THE PROPERTIES OF THE MEMBER THE WITHOUT SERIES, BY THE MEMBER THE WITHOUT SERIES, BY THE MEMBER WITHOUT SHE CONTROLLED WITH DEBILITION BATCHING, OFF-SITE AT A LANDFILL OF OTHER APPROPRIED SECONDARY.

3642-17-PCRWRD

36. Revision Seasinistion Statement Date

PIMA COUNTY Regional Bestweter Recionation Department \$5 5 Super Arm, \$50 Ft., Telepho, Artista SEFER Flores, CASS 750-4650

ARIZONA DEPARTMENT OF TRANSPORTATION INTERMODAL TRANSPORTATION DIVISION BENEVICES STAGE V 10% Beden HOT FOR COMSTRUCTION OR RECORD INC SANITARY SEWER MODIFICATIONS GENERAL SEWER MOTES 1-19 TRACS NO. FOI32 OIC 019-A/236/5 OF

EASA.	FREE	PRIAGET III.	3	***	-
9		OT9-AI236/5			
		DES PN OST	1		

	SMITTATE SCHER BARKILE ADMISTMENT THREE													
MH DESCRIPTION	AGENCY ID HUNDER	STATION	OFFSET	LOCATION DE SOMPTION	EXISTING RIN ELEVATION (FEET+)	MEW RIM ELEVATION (FEET)	ELEVATION DIFFERENCE (FEET*)	AQUIST, RECONSTRUCT OR REBUILD UNDI/ROIL/RBL)	ACH (TYPE)	BRICK 17/ID	Lining (7/8)	ISEE HOTE SU APPROX. RCH LENGTH (FEET±)	COMCRETE COLAR RWRD STD, DETAIL ISEE MOTE 49	MANAGLE EXISTING CONDITIONS
Soriery South	7183-78	462+13	IZ LT	Falley Rd	2408.3	240.8	2.5	ACH	1			5.51	AMRO 201	
Sentery Sever	469-2	482+41	40° RT	Yelley Rd	2408.8	2410.2	1.4"	ACH	1			4,4"	AMBO ESI	
Santary Saver	7182-OI	46+53	EL: RT	Paiders Are	2408.2	2.809.2	0.0	ADJ					तमार्थ था	
Sentery Sower	3/54-01	PE+53	55° RT	Paratora Are	247.8	2408.2	0.4"	AQJ					788 ORM	
Santary Sover	2520-05	12-14	10' RT	Laner Ave	2408.7	2408.7	0.0	ADJ					AMBO ETI	
Santary Stear	5769-15	5-09	9" RT	Lamar Ave	241.1	841.1	0.0"	ADJ					PHIND 211	
Savitery Saver	250-00	17+45	5' RT	Limar Are	PHILO	2412.0	0.0	ADJ					AMINO ETI	

C. identite reconstruction shall be assessed by their first reconstruction and pilet for unter his objective.

Type I shall be pilet for unter this \$50000, Sever Sevenia, Reconstruct.

Type 2 shall be pilet for unter this \$50000, Sever Sevenia, Reconstruct Correction Protection.

Type 2 entitle be unter this \$50000, Sever Sevenia, Reconstruct parties of the sevenia protection.

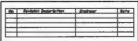
Sever Type 2 entitles reconstruction, protects and cost the reconstructed parties of the standard with Interface correction protection. See Special Protection.

4. Convrite caters for markelia to be exhabited or reconstructed shall be constructed in confurnment to the Place County Replaced Restrictor Destroy Replaced Restrictor Destroy Replaced Restrictor Control States 201 and 2012. Concrute callers shall be considered included to the exhabition of reconstruction and place for the canadiscs.

5. For purpose of collection, the depth of the core softwards is based an RRFO SM CR 205 and 205 that Indicates the attitude depth of core is 35 feature. Therefore, a depth of 3,00° is eated to the desertion difference to estimate the averal largest of consontraction.

				SHEET	SS-1.04	SHEET	55-1.05	SHEET	55-1.06	SHEET	SS-1.0F	SHEET	\$\$-1.08	701	TALS
KENIQTE	ITEM	ITEM DESCRIPTION	UNIT	EST.	AS BUILT	EST.	AS BUILT								
1	3540115	MISCELLANEOUS MORK IREMOVAL SEWERI	LF	1232								844		2075	L
2	2020116	REMOVE ISENER MANHOLE)	EA	5										5	
3	800HIII	MARHOLE, SANITARY SEWER, 14-FT DIAL	EA	4		1				4					
6	3090110	SEWER MANHOLE, ADJUSTMENT	EA	4								3		7	
7	8080HIS	SEWER PUPE IN PVCI	UF	266										166	1
7	8090485	SEWER PIPE IS* PVC)	LF	741.3		144				540.8				1227	
8	8090/95	SEWER PAPE IS NOUCTRE IRONIC. 3501	UF					37.2						38	
	5090100	SEWER, MANHOLE RECONSTRUCT	EA	2										2	
	8080699	SENER SERVICE (HCS) LATERAL CONNECTION	EA	5										5	
Ħ	9240088	Abendon Eulat Sower and Beckfill w/ Sharry	UF							3/5		376		694	
12	9240088	Abendus Exist Sever Mentage and Bestfill w/ Skirty	EA							1				1	
A	•	NEW CONCRETE COLLAR THE UR-PAYED AREA	EA	1		2				3				6	
8	•	NEW CONCRETE COLLAR	EA	6				1		2				9	

3642-17-PCRWRD EXHIBIT B G-2017-023

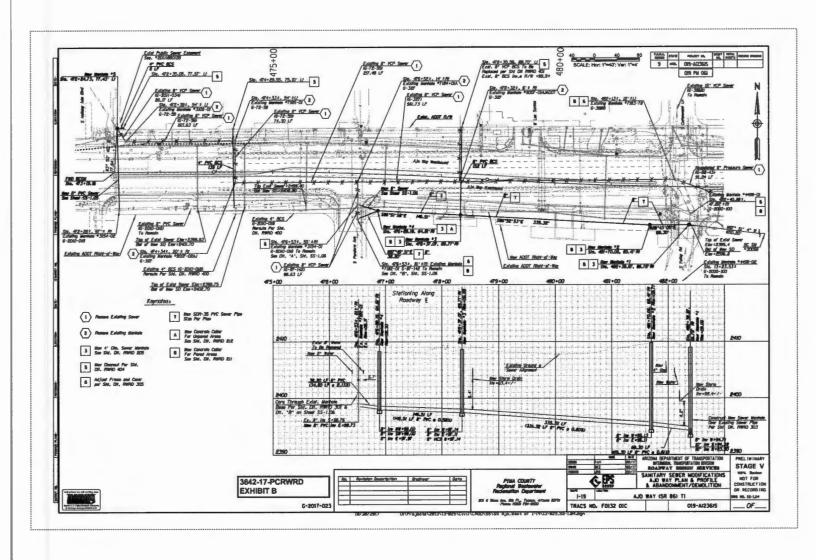


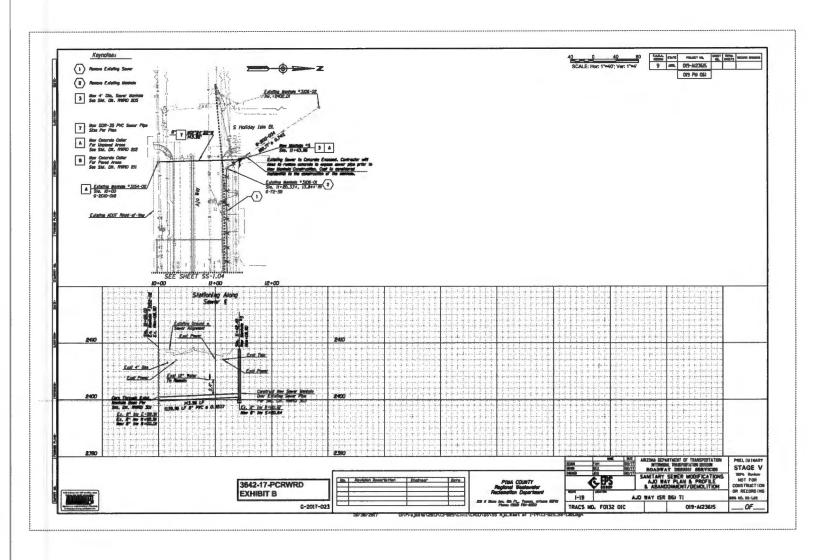
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ON HM	STATE PLANE COORDS	NATES VAZ CENTRAL VATIONAL FEET				
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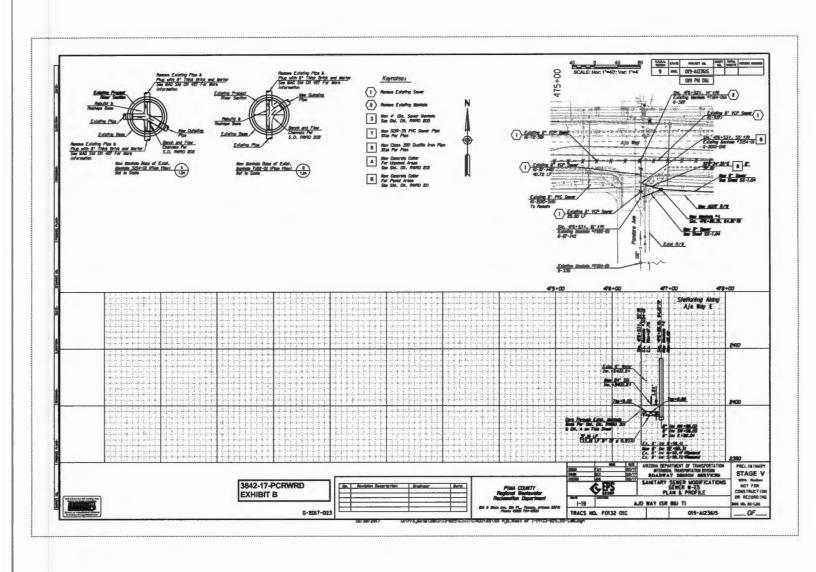
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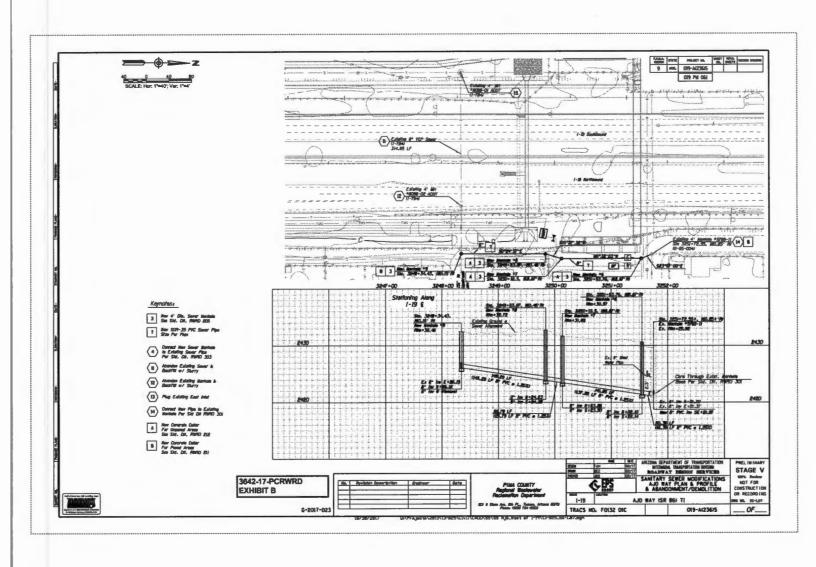
	=	34	ARIZONA D	EPARTMENT OF TRANSPORTATION	PREL INSHARY			
168	FAH	02/17	MITTER	MODAL TRANSPORTATION DOVISION				
DEST	E2	02/17		WAT DESIGN SERVICES	STAGE V			
DEDID	,OS	02/17			100 Parks			
	<b>€BS</b>			TY SEWER MODIFICATIONS ALS QUANTITY SUMMARY	NOT FOR CONSTRUCTION			
Pré.	LACE THE				OR RECORDING			
1-19		A.	JO WAY IS	SR 063 TI	DRC NO. SS-LO3			
TRACS	10. FOI32 (	DIC		019-A(236)5	OF			

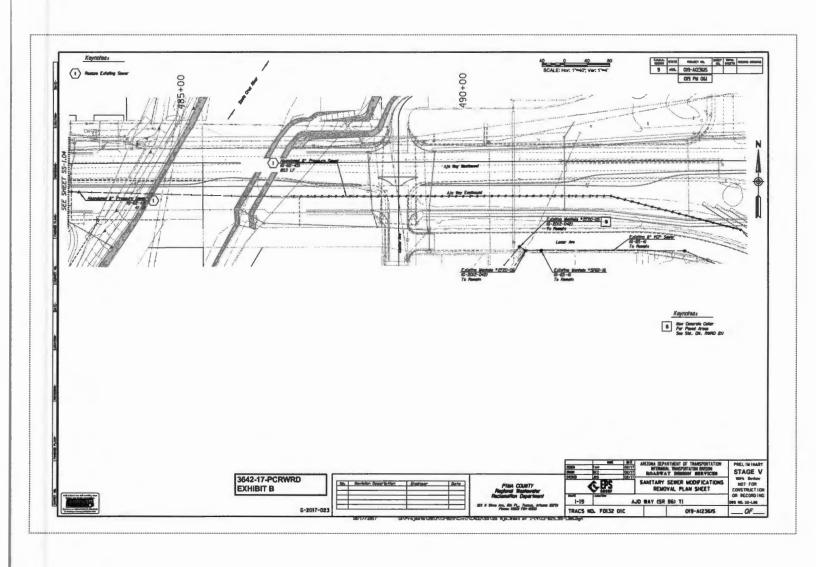


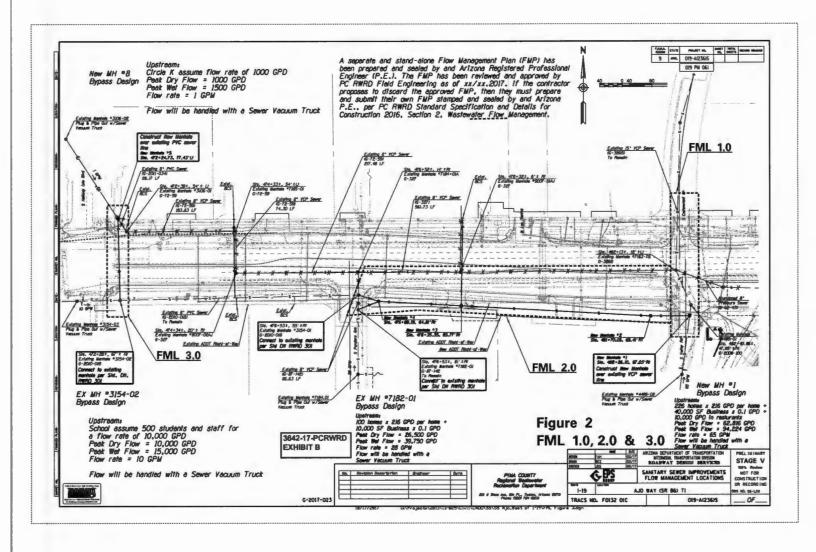


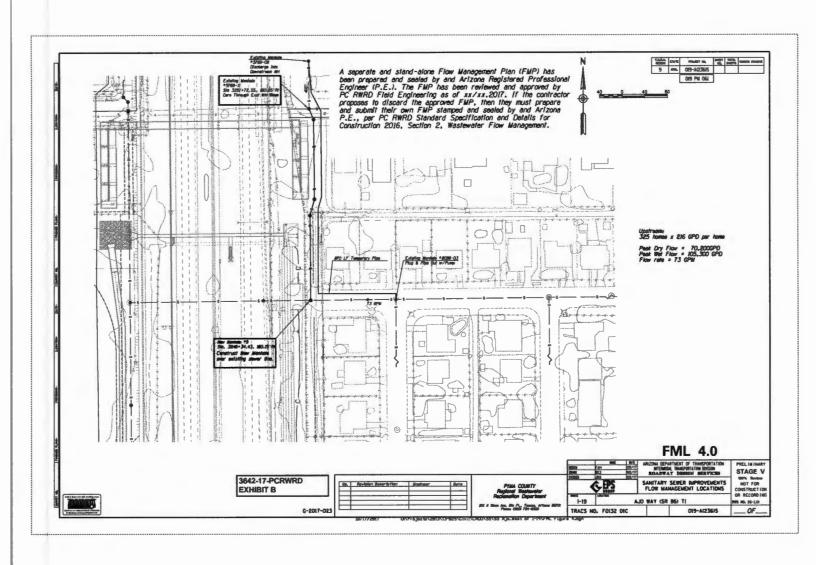












# EXHIBIT BA AGREEMENT NO. 3642-17-PCRWRD I19 AJO WAY (SR 86) TI

**BUY AMERICA** 

# **EXHIBIT "BA"**

# Certificate of Compliance for Domestic Steel and Iron Materials and Products

ADOT Stored Specifications (Subsection 106.15, 2/15/11). Domestic Materials and Products:

Steel and iron materials and products used on all projects shall comply with the current "Buy America" requirements of 23 CFR 635.410.

All manufacturing processes to produce steel and iron products used on this utility relocation project shall occur in the United States. Raw materials used in manufacturing the steel and Iron products may be foreign or domestic. Steel or iron not meeting these requirements may be used in products on this project provided that the invoiced cost to the contractor for such steel products incorporated into the work does not exceed either one-tenth of one percent of the total (final) contract cost or \$2,500, whichever is greater.

Any process which involves the application of a coating to iron or steel shall occur in the United States. These processes include epoxy coating, galvanizing, painting, or any other coating which protects or enhances the value of covered material.

The requirements specified herein shall only apply to steel and iron products permanently incorporated into the project. "Buy America" provisions do not apply to temporary steel items, such as sheet piling, temporary bridges, steel scaffolding and falsework, or to materials which remain in place at the contractor's convenience.

The UTILITY shall furnish ADOT with Certificates of Compliance, conforming to the requirements of ADOT Standard Specifications; Subsection 106.05(B), which state that steel or iron products incorporated in the project meet the requirements specified. Certificates of Compliance shall also certify that all manufacturing processes to produce steel or iron products, and any application of a coating to iron or steel, occurred in the United States.

Convict-produced materials may not be used unless the materials were produced prior to July 1, 1991 at a prison facility specifically producing convict-made materials for Federal-aid construction projects.

# ADOT Standard Specifications Subsection 106.05 Certificates. (B) Certificate of Compliance:

A Certificate of Compliance shall contain the following information:

(1) A description of the material supplied.

(2) Quantity of material represented by the certificate.

(3) Means of material identification, such as label, lot number, or marking.

(4) Statement that the material complies in all respects with the requirements of the cited specifications. Certificates shall state compliance with the cited specification, such as AASHTO M 194, ASTM A 588; or specific table or section of the Arizona Department of Transportation Standard Specifications or Special Provisions. Certificates may cite both, if

applicable.

(5) The name, title, and signature of a person having legal authority to bind the manufacturer or the supplier of the material. The date of the signature shall also be given. The name and address of the manufacturer or supplier of the material shall be shown on the certificate. A copy or facsimile reproduction will be acceptable. However, the original certificate shall be made available upon request. The person signing the certificate shall be in one of the following categories:

(a) An officer of a corporation.

(b) A partner in a business partnership or an owner.

(c) A general manager.

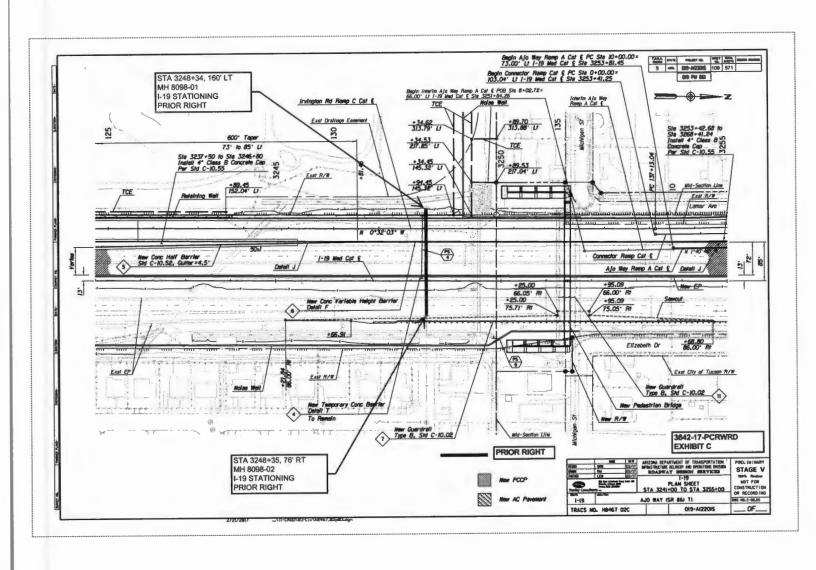
(d) Any person having been given the authority in writing by one of the three listed above. The manufacturer or supplier may submit a list of those who are authorized to sign certificates. This list shall be submitted under the name, title, and signature of one of the first three listed above. This list will be kept on file for subsequent certificates received on that project.

Each of the first four items specified above shall be completed prior to the signing as defined in item five. No certificate will be accepted that has been altered, added to, or changed in any way after the authorized signature has been affixed to the original certificate. However, notations of a clarifying nature, such as project number, contractor, or quantity shipped are acceptable, provided the basic regulrements of the certificate are not affected.

# EXHIBIT C AGREEMENT NO. 3642-17-PCRWRD I19 AJO WAY (SR 86) TI

# ADDITIONAL PRIOR RIGHT DOCUMENTATION

Location	Type and Size	Length (FT)	Description
MH 8098-01, STA 3248+34 160' LT MH 8098-02, STA 3248+35 76' RT I-19 STATIONING	8" VCP	236	Sewer Asbuilt Plans Per I-784 Dated 1959 Road Established ADOT ROW Plan Per I-19-1 Dated 1960



# EXHIBIT D AGREEMENT NO. 3642-17-PCRWRD I19 AJO WAY (SR 86) TI

# ADDITIONAL SCOPE OF DESIGN SERVICES



# **Stanley Consultants, Inc.**

Attn: Mike Chase, Project Manager 1661 E. Camelback Road, Suite 400 Phoenix, AZ 85016

9/13/17

Re: Engineering Services for Water and Sewer Plan Modifications for 019 PM 061 H8467 01D I-19, Ajo Way (SR 86) TI ADOT Contract No. 2012-016

Dear Mr. Chase:

EPS Group (EPS) presents the following scope of work and fee proposal to provide Engineering Services for modifying the water and sewer construction plans, specifications and estimate associated with ADOT's project 019 PM 061 H8467 01D, I-19, Ajo Way (SR 86) Traffic Interchange project.

# Task 1 – Modify and Finalize Water Plans, Specifications and Estimate

EPS shall work with Stanley Consultants to prepare a Package #2 water modification plan submittal that includes construction plans, specifications and construction cost estimate to Tucson Water standards.

Fee: \$5,531

#### Task 2 - Modify and Finalize Sewer Plans, Specifications and Estimate

EPS shall work with Stanley Consultants to modify the Package #2 sewer relocation plan submittal that includes construction plans, specifications and construction cost estimate to PCRWRD standards. The plan modifications shall include the additional sewer work on the east side of I-19 between Michigan Street and Macarthur Street.

Fee: \$5,686

#### Task 3 – Utility Coordination and Permit Review

EPS shall provide utility coordination and relocation plan review of SWG (attachment to the bridge) Tucson Water, and PC RWRD for accuracy, completeness, and integration with the roadway design elements. EPS will follow the "Golden Rod" process per Tucson District Permits request.

Fee: \$3,800

**Total Fee: 15,017** 



Our company is dedicated to providing quality service and communication. If you should have any questions concerning this proposal, please do not hesitate to call me. Thank you again for the opportunity to work with you on this project.

Sincerely,

Jeff Stine, P.E

**EPS Group** 

Firm Name: EPS Group, Inc.

**Tucson Water Modifications** 

Contract No: TRACS No:

2012-016 H8467 01D

X

New Contract:

CM

# **Derivation of Cost Proposal Summary**

September 13, 2017

#### **Direct Labor**

Classification	Man-hours	Con	tract Rate	<u>Totals</u>		
Senior Project Engineer	10	\$	44.26	\$	443.00	
Project Engineer	6	\$	38.10	\$	229.00	
Engineer/Designer	0	\$	31.82	\$	-	
CADD Technician	40	\$	27.54	\$	1,102.00	
Administrative	0	\$	23.86	\$	-	

56

Total Direct Labor \$ 1,774.00

Negotiated

**Overhead Rate** 

178.35%

Subtotal (Direct Labor + Overhead) =

\$ 4,938.00

Fixed Fee (12%) =

593.00

#### Other Direct Expenses

<u>Item</u>	<u>Unit</u>	Number	<b>Unit Cost</b>	<u>Total</u>	
Printing & Reproductions	LS	0	\$0.00	\$ -	See attachmer

Total Direct Expenses

Outside Services and Sub-Consultants (See Attachment(s) for Cost Derivation)

Firm

Total

**Total Sub-Consultant Services** 

\$

TOTAL ESTIMATED COST \$ 5,531

Submitted By EPS Group, Inc.

DBE

Yes

No X

# **Man-Hour Estimation Worksheet**

Revised 9/13/17

PROJECT: Ajo Way TI (SR86)

TRACS No.: H8467 01D

CONTRACT: 2012-016

TASK	DESCRIPTION	Senior Project Engineer	Project Engineer	Engineer/De signer	CADD Technician	Admin	Total Hours
1	Water Modifications for Package #2		5-22				
	Water Modification Plans	8	2		40		50.0
	Cost Estimate and Specifications	2	4				6.0
	TOTAL HOURS	10	6	0	40	0	56

Firm Name: EPS Group, Inc.

Contract No: TRACS No:

CM

2012-016 H8467 01D

New Contract:

X

Sewer Plan Modifications & **ADOT Encroachment Permit Review** 

#### **Derivation of Cost Proposal Summary**

September 13, 2017

# **Direct Labor**

Classification	Man-hours	Con	tract Rate	<u>Totals</u>
Senior Project Engineer	12	\$	44.26	\$ 531.00
Project Engineer	32	\$	38.10	\$ 1,219.00
Engineer/Designer	6	\$	31.82	\$ 191.00
CADD Technician	40	\$	27.54	\$ 1,102.00
Administrative	0	\$	23.86	\$ -
	90		-41-1	2.242.22
	lota	Dire	ct Labor	\$ 3,043.00
Negotiated	Overhead R	ate		178.35%
Subto	tal (Direct Labor	+ Ove	erhead) =	\$ 8,470.00

#### Other Direct Expenses

<u>Item</u>	<u>Unit</u>	Number	Unit Cost	<b>Total</b>	
Printing & Reproductions	LS	0	\$0.00	\$ -	See attachmei

Fixed Fee (12%) =

**Total Direct Expenses** 

1,016.00

# Outside Services and Sub-Consultants (See Attachment(s) for Cost Derivation)

Firm **Total** 

**Total Sub-Consultant Services** 

TOTAL ESTIMATED COST 9,486

Submitted By EPS Group, Inc. No X DBE Yes

# **Man-Hour Estimation Worksheet**

Revised 9/13/17 PROJECT: Ajo Way TI (SR86)

TRACS No.: H8467 01D CONTRACT: 2012-016

TASK	DESCRIPTION	Senior Project Engineer	Project Engineer	Engineer/De signer	CADD Technician	Admin	Total Hours
1	Sewer Modifications for Package #2						
	Sewer Modification Plans	8		2	40		50.0
	Cost Estimate and Specifications	4		4			8.0
2	Utility Coordination and Permit Review						
	Package #2 Utility Relocation Coordination		16				16.0
	ADOT R/W Permit Review of Utility Encroachments		16				16.0
	TOTAL HOURS	12	32	6	40	0	90