



Contract Number: CT. WW-13*727
Effective Date: 11-13-17
Term Date: 11-13-17
Cost: \$247,143.05
Revenue: _____
Total: _____ NTE: _____
Renewal By: Action
Term: 8-1-17
Reviewed by: 11-13-17

BOARD OF SUPERVISORS AGENDA ITEM SUMMARY

Requested Board Meeting Date: June 4, 2013

ITEM SUMMARY, JUSTIFICATION &/or SPECIAL CONSIDERATIONS:

IGA between Pima County and City of Tucson to include critical sewer relocation and rehabilitation work with the City of Tucson Downtown Links-St. Mary's Road/I-10 to Church Project. This work is within the project impact area, but not eligible for cost sharing under the 1979 City of Tucson/Pima County IGA.

CONTRACT NUMBER (If applicable): CT # 13*727

STAFF RECOMMENDATION(S):

That this IGA be approved so that reimbursement to the city can occur for public sewer work performed. The project and expenses are part of the Regional Wastewater Reclamation Department's CIP budget for the current fiscal year.

CORPORATE HEADQUARTERS: _____

To: COB - 5-22-13
Agenda 6-4-13
(1?)

10/22/2013 10:05 PM CLK OF-20

Procure Dept 05/17/13 PM0426

CLERK OF BOARD USE ONLY: BOS MTG. _____

ITEM NO. _____

PIMA COUNTY COST: \$267,143.05 and/or REVENUE TO PIMA COUNTY:\$

FUNDING SOURCE(S): Enterprise fund (i.e. General Fund, State Grant Fund, Federal Fund, Stadium D. Fund, etc.)

Advertised Public Hearing:

☐

YES

☒

NO

Board of Supervisors District:

1

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5

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All

☐

IMPACT:

IF APPROVED: Costs and schedule efficiencies will be realized resulting in minimal traffic disruption in a heavily congested downtown area.

IF DENIED: Costs and schedule efficiencies will not be realized. The County expenses associated with this improvement project will not be paid in the fiscal year in which they were budgeted.

DEPARTMENT NAME: Regional Wastewater Reclamation Department (RWRD)

CONTACT PERSON: Francisco Duchicela TELEPHONE NO.: 724-6343

Agreement

I. Purpose

To define the responsibilities of the parties regarding the relocation of the County sewer in the area of the City's roadway improvements and regarding construction of the new public sewer by the City.

II. Term

This IGA shall be retroactively effective as of November 13, 2012 and shall continue for a period of five years unless it is, prior to the expiration of such period, extended or terminated by agreement of the parties.

III. County and City Cooperation in the design and Construction of sewer relocation and replacement modifications

- a. City and County staff will jointly agree on the location and general layout of the sewer relocation and replacement modifications.
- b. The City's consultant and contractor will prepare cost proposals for each stage of the project (including design, bidding, construction, testing, as-builts, flow management). The cost proposals will be in accordance with the City's contracts with those same consultants and contractors.
- c. The City will review, request any adjustments needed to the cost estimates, and approve the final cost estimates for the agreed upon work.
- d. The City will execute contract change orders, as needed, to include the sewer work into their consultant's, and contractor's contracts.
- e. The City's consultants and contractor will provide separate invoices for County related work, and deliver those invoices through the City.
- f. The City will request payment of those invoices by the County, and the County will provide the agreed upon payments.
- g. City and County recognize the work to be performed will include design and construction of the items generally shown on the attached figure (Attachment A).
- h. Under this IGA, County will reimburse City for one-hundred percent (100%) of the design and construction costs (estimated at \$267,143.05) related to the construction of the New Public Sewer. A breakdown of those estimated costs is attached (Attachment B) and is tabulated below:

Design Cost	58,628.00
Construction Cost	198,585.76
Administration Cost (5% of Construction)	9,929.29
<hr/>	
Total Cost for PCRWRD-	\$ 267,143.05

- i. The costs shown in Attachment B are based on Engineer's estimates and Contractor bid prices. Following completion of the construction work, a final reconciliation of the design and construction costs will be completed. If the reconciled costs vary from those shown in Attachment B, the parties will amend this agreement to adjust the payment amount due to the City.

IV. Force Majeure

In the event any Party is rendered unable, wholly or in part, by force majeure reasons to carry out its obligations under this Agreement, the obligations of both the County and the City so far as they are affected by such force majeure shall be suspended during the continuance of any inability so caused, but for no longer period; and such cause shall be so far as possible remedied with the best efforts of the disabled Party and with all reasonable dispatch. The term "force majeure" as employed in this Agreement shall mean acts of God, strikes, lockouts or other industrial or labor disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, droughts, unavoidable interruptions in electric power to drive pumps, interruptions by government not due to the fault of the Parties, including injunctions, civil disturbances, explosions, well collapses, breakage or accident to machinery or transmission facilities, or action or non-action by governmental bodies in approving or failing to act upon applications for approvals or permits which are not due to the negligence or willful action of the Parties. Nothing herein contained shall be construed as requiring either Party to settle a strike or labor dispute against its will. Nothing herein shall prohibit either Party at its own expense from using whatever self-help remedies may be available to it.

V. Mutual Indemnification

Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of the bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, or employees.

VI. Future Changes in the Laws, Regulations and Permits

The City and County agree to timely meet and confer regarding changes in laws, regulations and permits.

VII. Notices

All oral and facsimile transmissions of notices, schedules, or requests made in connection with this Agreement shall be confirmed in writing and shall be deemed properly served if delivered in person or sent by registered United States mail, postage prepaid. All notices, schedules or requests shall be sent to:

FOR THE COUNTY

Director
Pima County Regional Wastewater Reclamation Dept.
201 North Stone Avenue, 8th Floor
Tucson, Arizona 85701-1215

and

Pima County Procurement Director
Mailstop: DT-AB3-126
Tucson, AZ 85701-1317

With a Copy to:

County Attorney's Office, Civil Division
32 North Stone, 21st Floor
Tucson, Arizona 85701

FOR THE CITY:

City Manager
City Hall, 10th Floor
255 West Alameda
Tucson, AZ 85701

and

Director
City of Tucson Department of Procurement
City Hall, 6th Floor
255 West Alameda
Tucson, AZ 85701

With a Copy to:

City Attorney
City of Tucson
P.O. Box 27210
Tucson, AZ 85726

Or as otherwise specified from time to time by each party.

VIII. Miscellaneous Provisions

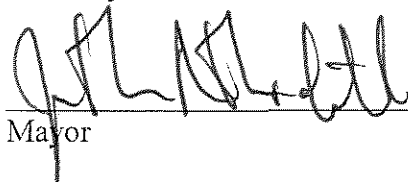
- a. Attorney's Fees: In the event of any litigation between the Parties to enforce any provision of this Agreement or any right of either Party hereto, the unsuccessful Party to such litigation agrees to pay to the successful Party all reasonable costs and expenses, including reasonable attorney's fees, incurred therein by the successful Party, all of which shall be included in and as part of the judgment rendered in such proceeding.
- b. Assignment: No party shall have the right to assign this Agreement nor any interest herein except to their respective successors. This Agreement shall be binding on the successors of the Parties hereto.
- c. Waiver: Waiver by either party of any breach of any term, covenant or condition herein contained shall not be deemed a waiver of any other term, covenant or condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
- d. Amendment: This Agreement shall not be amended except by written instrument mutually agreed upon and executed by the Parties.
- e. Construction and Interpretation: All provisions of this Agreement shall be construed to be consistent with the intention of the Parties expressed in the recitals hereof.
- f. Severability: In the event that any provision of this Agreement or the application thereof is held invalid, such invalidity shall have no effect on other provisions and their application which can be given effect without the invalid provision, or application, and to this extent the provisions of the Agreement are severable.
- g. Effective Date: This Intergovernmental Agreement shall be effective on November 13, 2012.
- h. Neither Party shall discriminate against any of the other Party's employees, clients, or any other individuals in any way because of age, race, creed, color, religion, sex, disability, or national origin in the course of carrying out the first Party's duties pursuant to this Agreement. Both Parties shall comply with the

provisions of Executive Orders 75-5, as amended by Executive Order 99-4, which are incorporated into this Agreement by reference as if set forth in full herein.

- i. Both Parties shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.
- j. This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. Sec. 38-511, the pertinent provisions of which are incorporated into this contract by reference.

IN WITNESS WHEREOF, the County has caused this Intergovernmental Agreement to be executed by the Chair of its Board of Supervisors, upon resolution of the board and attested to by the Clerk of the Board and the City of Tucson has caused this Intergovernmental Agreement to be executed by the Mayor, upon resolution of the Mayor and Council, and attested to by the City Clerk.

For City of Tucson:



Mayor

ATTEST:



for City Clerk

May 21, 2013
Date

For Pima County:


Chairman of the Board

ATTEST:

Clerk of the Board

Date

APPROVED AS TO CONTENT



City of Tucson
Director of Transportation

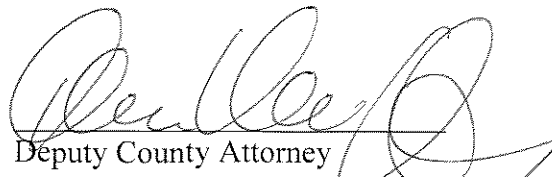
Pima County
Director of Regional Wastewater
Reclamation Department

The foregoing Intergovernmental Agreement between Pima County and the City of Tucson has been reviewed pursuant to A.R.S. Sec. 11-952 by the undersigned, who have determined that it is in the proper form and is within the powers and authority granted under the laws of the State of Arizona to those parties to the Intergovernmental Agreement represented by the undersigned.

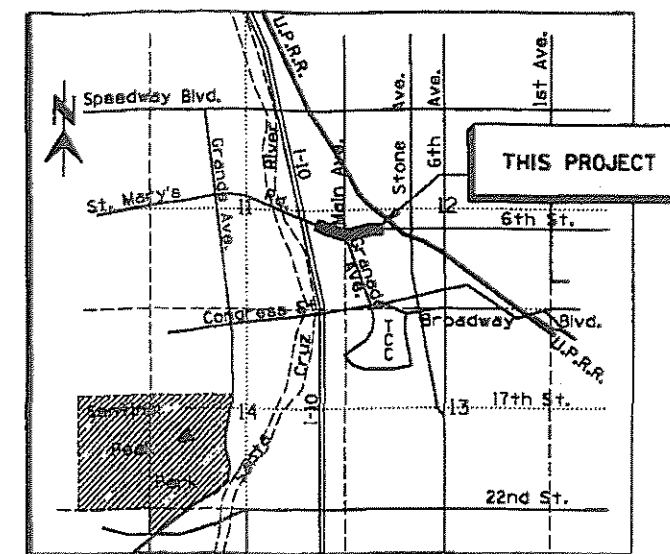
City of Tucson:


Principal Assistant City Attorney

Pima County

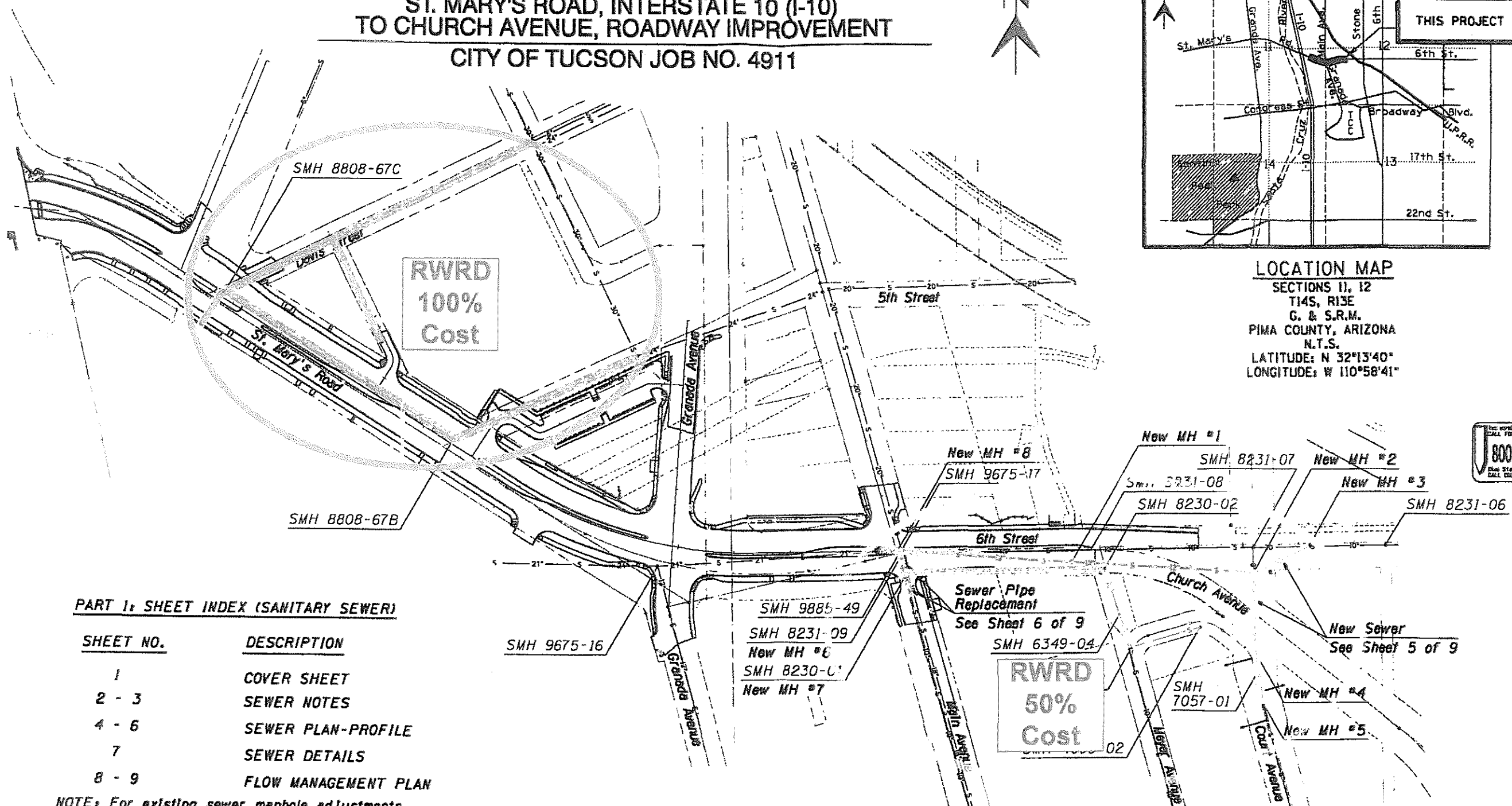

Deputy County Attorney
CHARLES WESSELHOFT

CITY OF TUCSON JOB NO. 4911



LOCATION MAP
SECTIONS 11, 12
T14S, R13E
G. & S.R.M.
PIMA COUNTY, ARIZONA
N.T.S.
LATITUDE: N 32°13'40"
LONGITUDE: W 110°58'41"

ATTACHMENT A to
Exhibit A to Resolution No. 22053
City of Tucson Contract No. 17772



PART 1: SHEET INDEX (SANITARY SEWER)

<u>SHEET NO.</u>	<u>DESCRIPTION</u>
1	COVER SHEET
2 - 3	SEWER NOTES
4 - 6	SEWER PLAN-PROFILE
7	SEWER DETAILS
8 - 9	FLOW MANAGEMENT PLAN

NOTE: For existing sewer manhole adjustments and reconstruction, see paving plans.

ACCEPTED BY: _____ DATE: _____
PIMA COUNTY REGIONAL WASTEWATER RECLAMATION DEPARTMENT

PUBLIC SEWER RELOCATION AND REPLACEMENT MODIFICATIONS
PCRWRD UPC-2010-013; G-2010-020 PART 1: SHEET 1 OF 9



HDR
HDR Engineering, Inc.



DEPARTMENT OF TRANSPORTATION/ENGINEERING DIVISION		66
DOWNTOWN LINKS - ST. MARY'S ROAD		OF
INTERSTATE 10 (I-10) TO CHURCH AVENUE		152
ROADWAY IMPROVEMENTS		
CITY OF TUCSON	DESIGN BY	DJE
	DATE	12/23/11
	DESIGN BY	DJE
	DATE	12/23/11
	REV. F.M. 2252 A & B	SCHEIN N/A
		N/A

COST SHARE AGREEMENT QUANTITIES

Date: 10/12/2012
 Project Name: DOWNTOWN LINKS - ST. MARY'S ROAD INTERSTATE 10 (I-10) TO CHURCH AVENUE ROADWAY IMPROVEMENTS
 Contractor: BORDERLAND CONSTRUCTION
 COT Plan No.: I-2009-022
 PCRWRD No.: UPC-2010-013, G-2010-020
 COT Contract: 120475

NOTE: AS OF 10/12/2012 THE QUANTITIES ARE ESTIMATED. FINAL QUANTITIES SHOULD BE AVAILABLE IN T

ACTUAL QUANTITIES THRU
 PAY EST. #5 REFLECTED

ITEM	DESCRIPTION	UNIT	UNIT COST	50% / 50% SHARED COSTS		100% PCRWRD (Davis Street Improvements)		100% TDOT (FMP & HCS)		TOTALS	
				QUANT	COST	QUANT	COST	QUANT	COST	QUANT	COST
2020041A	REMOVAL OF PIPE (SEWER)	L.F.T.	\$17.18		\$ -	238.70	\$ 4,100.87		\$ -	239	\$ 4,100.87
2020053A	REMOVE (SEWER MANHOLE)	EACH	\$1,580.42		\$ -	1.00	\$ 1,580.42		\$ -	1	\$ 1,580.42
5080001A	WASTEWATER FLOW MANAGEMENT PLAN AND SEWER	F.A.	\$1.00		\$ -	76845.36	\$ 76,845.36	10,642.66	\$ 10,642.66	87,488	\$ 87,488.02
5081301	COUPLING (WWM 103) (SEWER)	EACH	\$936.80		\$ -		\$ -		\$ -	0	\$ -
5081302	COUPLING, FLEX, 21" (SEWER)	EACH	\$4,059.85		\$ -		\$ -		\$ -	0	\$ -
5081410	SEWER PIPE (PVC, 12") (SDR-35)	L.F.T.	\$54.98		\$ -		\$ -		\$ -	0	\$ -
5081411	SEWER PIPE (PVC, 21") (SDR-35)	L.F.T.	\$143.15		\$ -		\$ -		\$ -	0	\$ -
5081412A	SEWER PIPE (DIP, 6") (CLASS 350)	L.F.T.	\$96.20		\$ -	70.50	\$ 6,782.10		\$ -	71	\$ 6,782.10
5081413A	SEWER PIPE (DIP, 8") (CLASS 350)	L.F.T.	\$101.93		\$ -	433.70	\$ 44,207.04		\$ -	434	\$ 44,207.04
5081414	SEWER PIPE (DIP, 10") (CLASS 350)	L.F.T.	\$154.61		\$ -		\$ -		\$ -	0	\$ -
5081415	SEWER PIPE (DIP, 12") (CLASS 350)	L.F.T.	\$145.44		\$ -		\$ -		\$ -	0	\$ -
5081416	SEWER PIPE (DIP, 20") (CLASS 350)	L.F.T.	\$384.80		\$ -		\$ -		\$ -	0	\$ -
5082022	STEEL CASING, 22"	L.F.T.	\$184.38		\$ -		\$ -		\$ -	0	\$ -
5082028	STEEL CASING, 28"	L.F.T.	\$238.21		\$ -		\$ -		\$ -	0	\$ -
5090020	SEWER MANHOLE CONCRETE COLLAR	EACH	\$531.38		\$ -		\$ -		\$ -	0	\$ -
5090202	RESET FRAME AND COVER FOR MANHOLE (SEWER)	EACH	\$542.49		\$ -		\$ -		\$ -	0	\$ -
5090313	MANHOLE (WWM 201/208) (SEWER)	EACH	\$6,506.06		\$ -		\$ -		\$ -	0	\$ -
5090314A	MANHOLE (WWM 201/209) (SEWER)	EACH	\$6,556.45		\$ -	2.00	\$ 13,112.90		\$ -	2	\$ 13,112.90
5090315	MANHOLE (WWM 208/303) (SEWER)	EACH	\$4,592.38		\$ -		\$ -		\$ -	0	\$ -
5090316A	MANHOLE (WWM 209/303) (SEWER)	EACH	\$7,421.10		\$ -	1.00	\$ 7,421.10		\$ -	1	\$ 7,421.10
5090317	MANHOLE (WWM 20X/303) (SEWER)	EACH	\$14,315.39		\$ -		\$ -		\$ -	0	\$ -
5090651A	ABANDON SEWER PIPE IN PLACE, 10"	L.F.T.	\$20.62		\$ -		\$ -		\$ -	0	\$ -
5090652A	ABANDON SEWER PIPE IN PLACE, 24"	L.F.T.	\$57.26		\$ -		\$ -		\$ -	0	\$ -
5090701A	SEWER CLEANOUT	EACH	\$1,465.90		\$ -	1.00	\$ 1,465.90		\$ -	1	\$ 1,465.90
5093008A	8-INCH CURED-IN-PLACE SEWER PIPE (CIPP)	L.F.T.	\$66.42		\$ -	386.00	\$ 25,638.12		\$ -	386	\$ 25,638.12
9240015A	RECONSTRUCT HCS	F.A.	\$1.00		\$ -	12258.77	\$ 12,258.77	5,892.32	\$ 5,892.32	18,151	\$ 18,151.09
9290301	JACK AND BORE 22" STEEL CASING	L.F.T.	\$545.13		\$ -		\$ -		\$ -	0	\$ -
9290302	JACK AND BORE 28" STEEL CASING	L.F.T.	\$682.56		\$ -		\$ -		\$ -	0	\$ -
CO #4-5080002	ADD'L SEWER WORK AT MAIN/5TH/6TH	LS	\$13,922.36		\$ -		\$ -		\$ -	0	\$ -
FAWR #1-5080010	MISCELLANEOUS SEWER WORK	FA	\$1.00		\$ -	5173.18	\$ 5,173.18		\$ -	5,173	\$ 5,173.18
TOTALS					\$ -		\$ 198,685.760		\$ 16,534.98		\$ 215,120.74

SUMMARY			
	PCRWRD	TDOT	TOTALS
50% / 50% SHARED COSTS	\$ -	\$ -	\$ -
100% TDOT	\$ -	\$ 16,534.98	\$ 16,534.98
100% PCRWRD (UPGRADE COSTS)	\$ 198,585.76	\$ -	\$ 198,585.76
5% CONSTRUCTION ADMIN COST	\$ 9,929.29	\$ -	\$ 9,929.29
100% CITY ENGINEERING	\$ -	\$ -	\$ -
Design Engineering Costs	\$ 58,628.00	\$ -	\$ 58,628.00
GRAND TOTALS	\$ 267,143.05	\$ 16,534.98	\$ 283,678.03

\$ 215,120.74

ATTACHMENT B to Exhibit A to Resolution No. 22053
 City of Tucson Contract No. 17772