

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

Contract C Grant Award

**Requested Board Meeting Date:** 

or Procurement Director Award:

\* = Mandatory, information must be provided

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

Pima County Regional Flood Control District

# \*Project Title/Description:

Intergovernmental Agreement between the Regional Flood Control District (RFCD) and the Regional Wastewater Reclamation Department (RWRD) for the Continental Ranch Regional Force Main Capital Improvement Project

#### \*Purpose:

The purpose of this Intergovernmental agreement is to establish financial and project management responsibilities for the restoration of Flood Control lands and facilities include reconstruction of the Chuck Huckelberry Loop due to construction of the Continental Ranch force main project on District lands.

#### \*Procurement Method:

This IGA is a non-Procurement contract and not subject to procurement rules. Upon receipt of invoice from Pima County Flood Control, Finance will prepare a CIP budget transfer from RWRD to FC.

### \*Program Goals/Predicted Outcomes:

The goal of this IGA is to coordinate the restoration activities and Loop reconstruction in order to minimize the duration that the Loop is out of service and to expedite habitat restoration. In addition, the goal is to establish RWRDs financial commitment to ensure this project is adequately funded and to establish RFCD as project manager for the riparian restoration and Loop reconstruction project.

#### \*Public Benefit:

Well-defined department responsibilities and a commitment to the fund the riparian restoration and Loop reconctruction project will result in faster project implementation so that public can enjoy the recreation opportunities sooner.

# \*Metrics Available to Measure Performance:

Schedule for completion of project

\*Retroactive:

No

TO: COB 8-2-2022 (1)

AUG02\*22PM1221PD

# THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (\*) fields

Contract / Award Information		
Document Type: <u>CT</u>	Department Code: <u>WW</u>	Contract Number (i.e., 15-123): <u>23*037</u>
Commencement Date: 8/22/2022	Termination Date: 6/30/2023	Prior Contract Number (Synergen/CMS): <u>NA</u>
Expense Amount \$ 4,497,900.00 *		Revenue Amount: \$
*Funding Source(s) required: <u>CIP</u>		
Funding from General Fund?	• No If Yes \$	% <u> </u>
Contract is fully or partially funded with		No
Were insurance or indemnity clauses mo If Yes, attach Risk's approval.	dified? Tes F	No ·
Vendor is using a Social Security Number If Yes, attach the required form per Admini		No
Amendment / Revised Award Informa	tion .	
Document Type:	Department Code:	Contract Number (i.e., 15-123):
Amendment No.:		AMS Version No.:
Commencement Date:		New Termination Date:
		Prior Contract No. (Synergen/CMS):
C Expense C Revenue C Increa	se 🤼 Decrease	Amount This Amendment: \$
Is there revenue included?	C No If Yes \$	
*Funding Source(s) required:		
Funding from General Fund? Yes	C No If Yes \$	
Grant/Amendment Information (for g	rants acceptance and awards)	C Award C Amendment
Document Type:	Department Code:	Grant Number (i.e., 15-123):
Commencement Date:	Termination Date:	Amendment Number:
Match Amount: \$	☐ Re	evenue Amount: \$
*All Funding Source(s) required:		
*Match funding from General Fund?	「Yes 「No If Yes \$	
*Match funding from other sources?  *Funding Source:	C Yes C No If Yes\$_	
*If Federal funds are received, is fundi	ng coming directly from the Fe	ederal government or passed through other organization(s)?
Contact: Jaime Rivera		
Department: <u>RWRD</u>	, ,	Telephone: <u>724-3402</u>
Department Director Signature:	- Anton	Date: 8/1/22
Deputy County Administrator Signature:	1000	Date: 8/1/2027
County Administrator Signature:	V - 7 Kuw	Date: 8 1 202

# Intergovernmental Agreement Between Pima County Regional Flood Control District And Pima County For the

**Continental Ranch Regional Force Main Capital Improvement Project** 

This Intergovernmental Agreement (IGA) is entered into by and between Pima County Regional Flood Control District (District), a political taxing subdivision of the State of Arizona, and Pima County pursuant to A.R.S. § 11-952.

#### Recitals

- **A.** Pima County and the Pima County Regional Flood Control District (District) may contract for services and enter into agreements with one another for joint or cooperative action pursuant to A.R.S. § 11-951, et seq.
- **B.** County is authorized by A.R.S. Title 11, Chapter 7, Article 3 to enter into agreements with a municipality and other political subdivisions.
- **C.** County, acting through its Regional Wastewater Reclamation Department (RWRD), is authorized by A.R.S. § 11-264(A) to operate a sewage system, including the collection, transportation, pumping, treatment and disposal of sewage.
- **D.** District is authorized by A.R.S. § 48-3603(C) to enter into contracts or agreements with a municipality or other political subdivision for the purpose of implementing flood control enhancement solutions including preservation and restoration of the floodplain.
- E. The County owns and operates the Continental Ranch Regional Pump Station (CRRPS) located at 10050 North Coach line Boulevard in Marana, Arizona. The CRRPS serves the area downstream of the Tres Rios Water Reclamation Facility (WRF). The County has entered into a Design-Build contract for the installation of two new force mains; one will provide additional capacity to serve new development and one will serve as redundancy in the event of a catastrophic force main failure.
- F. RWRD has evaluated multiple alignments for this force main project and has pre-determined that the most cost-effective and expeditious alignment for this project is along the west bank of the Santa Cruz River primarily in the floodway of the Santa Cruz River and occasionally behind the upper tier of the soil cement bank protection. Those portions not behind the upper tier of the bank protection will need to be placed as far west as is possible and buried at a depth that protects the force main from lateral channel migration and scour. As such, the significant depth will result in wide excavations and significant surface disturbance.
- **G.** A significant portion of the RWRD's planned force main alignment is on District property and will impact the Chuck Huckelberry Loop multi-use path (The Loop) along the Santa Cruz River (SCR). The alignment is predominantly east of the upper terrace bank protection and in the

floodway of the SCR from the CRRPS to about 2,200 feet north of Cortaro Road. South of that, the alignment shifts to behind the upper terrace bank protection and extends to the south side of Ina Road where the alignment then turns east and crosses under the SCR.

- **H.** As the land owner and regional floodplain management authority, the District has established appropriate minimum requirements to mitigate the risks and operational constraints associated with RWRD's desire to build the force mains in this location.
- I. Because of a third party agreement with a private landowner, the County is obligated to build bank protection on the west bank of the Santa Cruz River north of Ina Road to protect the force main, the Loop, and the private parcel. RWRD has agreed to construct the bank protection at this location.
- J. The location of the alignment and requirements to mitigate the risk and operation constraints will result in considerable disturbance of both the natural and developed areas of the overbank terraces of the SCR, and SCR floodway, and will require that RWRD restore any areas disturbed by the project construction, such as the vegetation, pathways and trail-side amenities within the linear park and river trail system.
- **K.** The District has considerable experience constructing linear park improvements and associated restoration. RWRD desires to ensure that these public amenities are constructed in a method that ensures that linear park reconstruction and restoration maintains the same standard established along other sections of The Loop.

NOW, THEREFORE, the parties, pursuant to the above recitals, and in consideration of the matters and things hereinafter set forth, do mutually agree as follows:

# **Agreement**

- **1. Purpose.** The purpose of this IGA is to outline the following:
  - **a.** The County acquisition of the easement and other appropriate property rights from the District;
  - **b.** RWRD force main construction requirements to address risk and operation constraints identified by the District; and
  - **c.** RWRD and District restoration requirements of disturbed areas, including timeframes, and funding.
  - **d.** Responsibilities for the design and construction of a flood control structure near Ina Road and the Santa Cruz River.

# 2. Scope.

a. Acquisition of the Easement from the District

The County shall acquire by separate agreement the appropriate property rights, such as

easements for installation, maintenance, and access of the force mains to construct, maintain, and repair RWRD infrastructure by means of payment to the District.

## b. Force Main Construction Requirements

RWRD shall install the new force mains in accordance with construction drawings as shown on the Trench Typical Section Map (Exhibit A) and the Work Zone Typical Sections (Exhibit B). These construction drawings reflect the following basic criteria:

- i. Alignment RWRD is required to design the force main alignment in order to keep as far away as possible from the low flow channel and the highest flow velocities and scour potential.
- ii. Above Grade Improvements In areas where the force mains are within the floodway, no above ground RWRD improvements are allowed (unless approved by the District) as these improvements could increase the extent of flooding.
- iii. Air Release Valves (ARVs) and related appurtenances will be required at various locations along the force main alignment. ARVs will be designed/installed at locations/configurations as agreed to by the District and RWRD.
- iv. The minimum force main cover, trench depths, and resulting disturbance limits are as provided in Exhibit B.
- v. RWRD shall use horizontal directional drilling to cross under the existing SCR bank protection south of Ina Road. The District will allow one soil cement wedge cut and replacement pursuant to the District Standard DS-304, Specification for Repair of Existing Soil-Cement Erosion Protection, or as otherwise agreed to by the District and RWRD.
- vi. RWRD Design-Builder shall design and install the bank protection on the west bank of the Santa Cruz River north of Ina Road to protect the force main, the Loop, and the adjacent property. Construction costs of the bank protection and Loop path at this location will be split evenly between the District and RWRD. The District will be responsible maintenance of bank protection and the Loop after completion of construction.
- vii. Implement cost effective construction practices and techniques (as generally depicted in Exhibit B) to reduce the following:
  - a) The work zone footprint;
  - b) Visual impacts to adjoining neighborhoods and residents;
  - c) Negative impacts of blowing dust;
  - d) Negative impacts from ATV intrusion;

- e) The potential for increased erosion from flows in the SCR and from local channels flow into the river terrace; and
- f) Impacts to vegetation and existing river park features and/or decorative elements.

Although the purpose of these construction requirements is to avoid future conflicts, should future District projects impact the force mains, RWRD may be responsible for some costs associated with relocation and possible additional, incremental cost increases for District projects as a result of the presence of RWRD facilities. The level of RWRD responsibility will be assessed as the delta between a cost evaluation of District improvements with and without the presence of the Force Main at the District project location.

#### c. Restoration Plan

- i. The County, through RWRD, shall procure an environmental consultant or a landscape architect to determine the extent of disturbance to the entire project footprint, The Loop, the Cortaro Mesquite Bosque restoration area, and the regulated riparian habitat based on the construction footprints depicted in Exhibit B.
- ii. The County's consultant shall develop construction plans for the Restoration Plan and the Plan(s) shall be reviewed and approved by the District and RWRD.
- iii. The Restoration Plan shall be for the entire project and will not be produced by phase.
- iv. The Restoration Plan shall include estimated costs for replacement/mitigation calculated by the environmental consultant and/or landscape architect, subject to review and approval by the District and RWRD.
- v. RWRD shall be responsible for funding the approved Restoration Plan costs of the mitigation required for areas disturbed due to construction of the force mains.
- vi. The District shall be responsible for procuring the RWRD-funded restoration construction services and managing the construction of the Restoration Plan.
- vii. The District may use RWRD Job Order Contractor to implement the Restoration Plan project, if necessary.
- viii. The County's environmental consultant shall provide for each classification of mapped Regulated Riparian Habitat (RRH) the disturbance amount caused by construction. The County's environmental consultant shall provide this information on an exhibit with construction boundaries, mapped RRH and disturbance area to the mapped RRH shown and shall submit the information to the District for review and approval. Upon approval, an In-lieu Fee will be quantified and provided to RWRD for review and agreement.
- ix. These costs associated with the Restoration Plans shall be used as the basis for the design of the river park restoration plan including the following elements: landscaping,

pathways, rest areas, and irrigation. The environmental consultant's design shall be submitted to District along with RWRD and Town of Marana staff for I review and approval.

# d. Restoration Plan Design Assumptions

- i. The alignment of the force mains shall be designed per the intent of item 2.b.i. above, and any new/restored portions of The Loop path alignment will be placed overtop the new force mains. The new path shall be 16' wide and the standard minimum pavement section shall be 2" of AC on 4" of AB (compacted to 95%). The width of the new path may need to vary/taper at the match points of existing path, which are not currently 16' wide. The path shall be striped to the County standard with a center yellow skip line and white edge lines. The path on top of the pipes will serve as localized erosion control.
- **ii.** Areas that do not have mitigation planting shall, at a minimum, be reseeded with a native seed mix that is consistent with the seed mix design in the current force main project.
- iii. Irrigation shall be provided to areas that have mitigation plantings, where existing irrigation systems are present.

#### e. Timing

- i. The District shall begin restoration and revegetation implementation of the parks and river trail system upon completion of significant segments of the force main construction. This will ensure The Loop and surrounding amenities are fully restored for public use without delay.
- ii. All restoration work and field activities shall be coordinated with, and are dependent upon, the RWRD force main project schedule, as to not impact/delay the final testing and acceptance of the new force main installations.
- iii. Full reconstruction shall be performed and completed by the District within twelve months of the completion of the force main project. If there is any separate phasing of the force main installations (across different geographic locations), the twelve month time frame for reconstruction will correlate to each of the separate phases/locations.

# f. Force Main Construction Public Outreach

- i. RWRD shall provide public outreach to explain the following:
  - a) The need, benefits, and schedule for the project;
  - b) Methods to address dust and construction complaints;
  - c) Methods to notify Loop users and affected property owners of construction

schedule.

- d) Methods to control access, provide detours and protect public safety.
- e) The extent of the disturbance area; and
- f) Overview of planned mitigation to be managed by the District after completion of construction.
- ii. RWRD, or its public relations consultant, shall field all phone calls, emails, and any other communications regarding the force main project and the associated impacts.
- iii. RWRD staff and its consultant team shall explain all elements of the force main sewer project.
- iv. The District staff shall monitor the publicly noticed construction outreach events.

## g. Emergency Operations Plan

- i. An Emergency Operations Plan shall be developed by RWRD which covers duringand post-flood actions including inspection, maintenance thresholds, and events where pipes within District facilities fail, including spill containment and proposed restoration methods. The Plan, which RWRD will be responsible for executing and shall be submitted with the Facility Impact Permit application, shall include:
  - Annual alignment evaluation to ensure existing conditions have not been compromised and if so, are corrected. An Infor Public Sector work order will be created for the Pump Section to walk the alignment and record the condition once a year;
  - b) Post flood alignment evaluation requirements to ensure existing conditions have not been compromised and if so, are corrected. A one-time Infor Public Sector work order will be created to walk the alignment following District notification of a flood event or concern;
  - c) Should the low-flow SCR channel migrate and cause imminent danger to the force main, RWRD will take corrective action to stabilize the bank adjacent to the area of concern and lessen the risk to the force main, in coordination with the District; and
  - d) Should flooding conditions on the SCR cause imminent danger to the force main, RWRD may take emergency corrective action, at no cost to the District, to stabilize the project area of concern and lessen the risk to the force main, in coordination with the District; and
  - e) A Standard Operating Procedure as part of the CRRPS Operations &

Maintenance Manual to call for switching flows to the 18 inch force main (up to its capacity) during 100 Year rain events and in the event of damage to the force main.

f) RWRD shall provide the District with annual reports and any post-flood event evaluations.

# 3. Financing.

- a. RWRD shall provide funding to the District to perform the work to repave the river path over the force main trench and revegetate/restore disturbed areas, the Cortaro Mesquite Bosque, the riverpark, and adjacent open lands disturbed by the RWRD project, as agreed upon in the approved Restoration Plan.
- b. The District shall oversee the pavement and revegetation of these areas using the funds agreed to for each purpose and riparian habitat in-lieu fees that RWRD will be obligated to pay as part of this project.
- **c.** RWRD will provide appropriate staff to monitor the river-park restoration, pathway reconstruction and installation of amenities all of which RWRD is funding
- **d.** The rough order of magnitude amount to reinstate the Chuck Huckelberry Loop and revegetate the impacted areas is estimated to be:
  - i. Chuck Huckelberry Loop Path Reinstatement: \$4,191,000
  - ii. Riparian Habitat/Bosque Disturbance In Lieu Fees: \$354,000
- e. The rough order of magnitude amount to build the bank protection is estimated to be:
  - i. Amazon property bank protection construction: \$912,000
- f. RWRD agrees to construct the Amazon property bank protection. The District agrees that RWRD can reduce the total amount of the transfer by \$456,000. In addition, the total amount of the transfer may be further reduced by the cost of mitigation-eligible elements installed as part of the overall restoration plan.
- g. A 10% contingency in the amount of \$408,900 shall be included in the actual funding allocation/transfer to address any overage as well as any ongoing maintenance, unless a Guaranteed Maximum Price has been provided
- h. The total amount RWRD will provide is \$4,497,900 which will be deposited into District Capital Improvement Project CFC.5CFMLR.
- i. Upon completion RWRD will not be responsible for maintenance of the Loop path or restoration areas, except in the event of force main failure or impacts to the path and adjacent areas due to maintenance or repair of the force mains.

- **4. Term**. This IGA will be effective on the date it is fully executed by both parties and will continue from year to year until all construction is complete unless it is terminated by agreement of the parties.
- **5. Disposal of Property.** Upon the termination of this IGA, all property involved will revert back to the owner. Termination will not relieve any party from liabilities or costs already incurred under this IGA, nor affect any ownership of property pursuant to this IGA.
- 6. Indemnification. Each party (as Indemnitor) agrees to indemnify, defend and hold harmless the other parties (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") for bodily injury of any person (including death) or property damage, but only to the extent that such injury or damage is caused or alleged to be caused by a negligent or intentionally wrongful act or omission of the Indemnitor, or of any of its officers, officials, agents, employees, or volunteers.
- 7. Insurance. Each party will obtain and maintain at its own expense, during the entire term of this IGA the following type(s) and amounts of insurance:
  - a) Commercial General Liability in the amount of \$1,000,000.00 combined single limit Bodily Injury and Property Damage.
  - b) Commercial or Business automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this Contract with limits in the amount of \$1,000,000.00 combined single limit or \$1,000,000.00 Bodily Injury, \$1,000,000.00 Property Damage.
  - c) If this Contract involves professional services, professional liability insurance in the amount of \$1,000,000.00.
  - d) If required by law, workers' compensation coverage including employees' liability coverage.

Each party will provide thirty (30) days written notice to the other party of cancellation, non-renewal or material change of coverage.

The above requirement may be alternatively met through self-insurance pursuant to A.R.S. §§ 11-261 and 11-981 (or if a school district, § 15-382) or participation in an insurance risk pool under A.R.S. § 11.952.01 (if a school district, § 15-382), at no less than the minimum coverage levels set forth in this article.

- **8. Compliance with Laws.** The parties will comply with all federal, state and local laws, rules, regulations, standards and Executive Orders. The laws and regulations of the State of Arizona will govern the rights of the parties, the performance of this IGA and any disputes. Any action relating to this IGA will be brought in a court in Pima County.
- 9. Non-Discrimination. The parties will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin in the course of carrying out their duties under this IGA. The parties will comply

- with the provisions of Executive Order 75-5, as amended by Executive Order 2009-09, which is incorporated into this IGA by reference.
- **10. ADA.** The parties will 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.
- 11. Severability. If any provision of this IGA, or any application of a provision to the parties or any person or circumstance, is found by a court to be invalid, that invalidity will not affect other provisions or applications of this IGA that can be given effect without the invalid provision or application.
- **12. Conflict of Interest.** This contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated herein by reference.
- 13. Non-Appropriation. Notwithstanding any other provision in this IGA, this IGA may be terminated if for any reason the Pima County Board of Supervisors or the Pima County Flood Control District Board of Directors does not appropriate sufficient monies for the purpose of maintaining this IGA. In the event of such cancellation, the parties will have no further obligations under this IGA other than for payment for services rendered prior to cancellation.
- **14. Legal Authority.** Neither party warrants to the other its legal authority to enter into this IGA. If a court, at the request of a third person, should declare that either party lacks authority to enter into this IGA, or any part of it, then the IGA, or parts of it affected by such order, will be null and void, and no recovery may be had by either party against the other for lack of performance or otherwise.
- **15. Worker's Compensation.** Each party will comply with the notice of A.R.S. § 23-1022 (E). For purposes of A.R.S. § 23-1022, irrespective of the operations protocol in place, each party is solely responsible for the payment of Worker's Compensation benefits for its employees.
- 16. No Joint Venture. It is not intended by this IGA to, and nothing contained in this IGA will be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between a party and the employees of the other party. Neither party will be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.
- 17. No Third Party Beneficiaries. Nothing in this IGA is intended to create duties or obligations to or rights in third parties not parties to this IGA or affect the legal liability of either party to the IGA by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.
- **18. Notice.** Any notice required or permitted to be given under this IGA must be in writing and served by delivery or by certified mail upon the other party as follows (or at such other address as may be identified by a party in writing to the other party):

## County:

Jackson Jenkins, Director 201 N. Stone Ave 8<sup>th</sup> Floor Tucson, AZ 85701 District:

With copies to:
County Administrator
130 West Congress St., 10th Floor
Tucson, Arizona 85701

Clerk of the Board 130 West Congress, 5<sup>th</sup> Floor Tucson, Arizona 85701

#### District:

Suzanne Shields, Director 201 N Stone Ave 9<sup>th</sup> Floor Tucson, AZ 85701

19. Entire Agreement. This document, and any exhibits attached to it, constitutes the entire agreement between the parties pertaining to the subject matter addressed, and all prior or contemporaneous agreements and understandings, oral or written, are superseded and merged into this IGA. This IGA may not be modified, amended, altered, or extended except through a written amendment signed by the parties.

In Witness Whereof, County has caused this IGA to be executed by the Chairman of its Board of Supervisors, upon resolution of the Board and attested to by the Clerk of the Board; and District has caused this Agreement to be executed by the Chair of its Board of Directors, upon resolution and attested to by the Clerk of the Board.

PIMA DISTRI		REGIONAL	FLOOD	CONTROL
Chair	Board of Di	rectors		
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ATTES"	Т:			
Clerk c	of the Board	1		
PIMA (	COUNTY:			
 Chair,	Board of Su	pervisors		
ATTES <sup>-</sup>	Т:			
 Clerk c	of the Board	<u>-</u>		<del></del>

# **Intergovernmental Agreement Determination**

The foregoing Intergovernmental Agreement between the Flood Control District and Pima County has been reviewed by the undersigned, each of whom has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the party he or she represents.

PIMA COUNTY
FLOOD CONTROL DISTRICT:

**PIMA COUNTY** 

Michael LeBlanc

**Deputy County Attorney** 

Bobby H. Yu

**Deputy County Attorney** 

Bobby yn

# **EXHIBIT A (1 PAGE)**









Typical Section #1 (4' Cover, 6.6' Trench Depth)

# **EXHIBIT B (3 PAGES)**





